

REGULAR MEETING AGENDA

PURSUANT TO A.R.S. § 38-431.02, NOTICE IS HEREBY GIVEN TO THE MEMBERS OF THE FLORENCE TOWN COUNCIL AND TO THE GENERAL PUBLIC THAT THE FLORENCE TOWN COUNCIL WILL HOLD A MEETING OPEN TO THE PUBLIC ON MONDAY, JUNE 15, 2015, AT 6:00 P.M., IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA.

1. CALL TO ORDER

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

3. MOMENT OF SILENCE

4. PLEDGE OF ALLEGIANCE

5. CALL TO THE PUBLIC

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

6. PUBLIC HEARINGS AND PRESENTATIONS

- a. **Public hearing on** an application received from Andrea Dahlman Lewkowicz, Safeway, Inc., located at 3325 N. Hunt Highway, Florence, Arizona, for an application for acquisition of control with the Arizona Department of Liquor Licenses and Control; and for Council recommendation for approval or disapproval of said license.
- b. **Public hearing on** an application received from Andrea Dahlman Lewkowicz, Safeway, Inc., located at 3313 N. Hunt Highway, Florence, Arizona, for an application for acquisition of control with the Arizona Department of Liquor Licenses and Control; and for Council recommendation for approval or disapproval of said license.
- c. Presentation by the Greater Florence Chamber of Commerce recognizing McDonald's at Merrill Ranch as the Business of the Month.
- d. Retirement Award presented to Carroll Michael, Facilities Manager, for 10 years of dedicated service.
- e. Years of Service Award presented to Maria Hernandez, for 20 years of dedicated service.

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

- a. **Approval of Task Order** No. 2 with Baxter Design Group, LLC, for design services for the Turner Subdivision Phase 1 Project, in an amount not to exceed \$46,500.
- b. **Authorization to enter** into an Intergovernmental Agreement with Arizona Department of Revenue related to Uniform Administration of the Town's Transaction Privilege Tax.
- c. **Ratification of Change** Order Nos. 3 through 13, with Sun Western Contractors, for a total of \$31,368.95, for a total project cost not to exceed \$1,641,242.48.
- d. **Adoption of Resolution** No. 1526-15: A RESOLUTION OF TOWN OF FLORENCE, PINAL COUNTY, ARIZONA APPROVING AND AUTHORIZING MAYOR TOM J. RANKIN, TOWN MANAGER CHARLES A. MONTOYA AND INTERIM FINANCE DIRECTOR MARCIA GOERDT TO ACT AS SIGNATORIES FOR THE TRANSACTION OF BUSINESS ON THE TOWN OF FLORENCE BANKING ACCOUNTS, AND DECLARING AN EMERGENCY.
- e. Approval of the **May 4,** and **May 18, 2015** Town Council minutes.
- f. Receive and file the following board and commission minutes:
 - i. **March 31, 2015** Historic District Advisory Commission minutes.
 - ii. **March 18, 2015** Joint Use Library Advisory Board minutes.
 - iii. **January 22, 2015** Parks and Recreation Advisory Board minutes

8. NEW BUSINESS

- a. **Resolution No. 1522-15:** Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, GRANTING APPROVAL TO THE ISSUANCE OF ONE OR MORE SERIES OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE TOWN OF FLORENCE, INC. TAX-EXEMPT AND/OR TAXABLE EDUCATION REVENUE BONDS (MOHAVE ACCELERATED LEARNING CENTER SCHOOLS), SERIES 2015, IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$1,650,000 TO FINANCE THE ACQUISITION, CONSTRUCTION, IMPROVEMENT AND EQUIPPING OF EDUCATIONAL FACILITIES FOR MOHAVE ACCELERATED LEARNING CENTER AND MOHAVE ACCELERATED ELEMENTARY SCHOOL, INC.
- b. **Discussion/Approval/Disapproval** of directing staff on the Council's Policy decisions for filing of future annexations.
- c. **Discussion on** the Property Lease Policy.

9. MANAGER'S REPORT

10. CALL TO THE PUBLIC

11. CALL TO THE COUNCIL

12. ADJOURNMENT

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

POSTED ON JUNE 11, 2015, BY LISA GARCIA, TOWN CLERK, AT 775 NORTH MAIN STREET, 1000 SOUTH WILLOW STREET, FLORENCE, ARIZONA, AND AT WWW.FLORENCEAZ.GOV.

*****PURSUANT TO TITLE II OF THE AMERICANS WITH DISABILITIES ACT (ADA), THE TOWN OF FLORENCE DOES NOT DISCRIMINATE ON THE BASIS OF DISABILITY. 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

AGENDA ITEM 6a.

MEETING DATE: June 15, 2015

DEPARTMENT: Administration

STAFF PRESENTER: Lisa Garcia
Deputy Town Manager/Town Clerk

SUBJECT: Public Hearing and action on Andrea Dahlman Lewkowitz, Safeway, Inc., application for acquisition of control, with the Arizona Department of Liquor Licenses and Control.

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

RECOMMENDED MOTION/ACTION:

Public hearing on an application received from Andrea Dahlman Lewkowitz, Safeway, Inc., for an application for acquisition of control, with the Arizona Department of Liquor Licenses and Control, located at 3325 N. Hunt Highway, Florence, Arizona; and for Council recommendation for approval or disapproval of said license.

BACKGROUND/DISCUSSION:

Andrea Dahlman Lewkowitz, Safeway, Inc. filed an application for acquisition of control with the Arizona Department of Liquor License and Control on May 7, 2015.

The Town Clerk's Office posted the Notice of Public Hearing on May 22, 2015, at Safeway #2835, located at 3325 N. Hunt Highway, Florence, Arizona, according to statutory requirements. Management has been notified of the June 15, 2015 public hearing.

No written communication has been received by the Town regarding this application.

FINANCIAL IMPACT:

N/A

STAFF RECOMMENDATION:

Staff recommends that the Town Council forward a favorable recommendation to the Arizona Department of Liquor License and Control.

ATTACHMENTS:

Application

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor

Phoenix AZ 85007-2934

www.azliquor.gov

(602) 542-5141

APPLICATION FOR AGENT CHANGE - ACQUISITION OF CONTROL - RESTRUCTURE

Check
Appropriate
Box

☐ Agent Change

Complete Sections 1,2,3,4,6
(See Note 1 on back)

☒ Acquisition of Control

Complete Sections 1,2, (3,4 if changing Agent), 6

☐ Restructure

Complete Sections 1,2,(3,4 if changing Agent), 5,6
(See Note 2 on back)

SECTION 1 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

1. Name (INDIVIDUAL OR EXISTING AGENT (if no agent change) OR NEW AGENT OR CORPORATE OFFICER OR L.L.C. CONTROLLING MEMBER)

Lewkowicz

Andrea

Dahlman

09110042

Last

First

Middle

Liquor License #

2. ☒ Corporation ☐ L.L.C. ☐ N/A: Safeway, Inc. Corp. File #: F-0037205-0

(Exactly as it appears on Articles of Inc. or Articles of Org.)

3. Business Name: Safeway #2835

4. Business Address: 3325 N. Hunt Hwy (Exactly as it appears on license)
(Do not use P.O. Box Number) Florence Pinal 85232
City COUNTY Zip

5. Is the business located within the incorporated limits of the above city or town? ☒ Yes ☐ No

6. Mailing Address: 2600 N. Central Avenue, Suite 1775 Phoenix AZ 85004
City State Zip

7. Business Phone: (480) 894-4201 Residence Phone: (602) 200-7222

8. Does this transaction involve the sale of any portion of the corporate stock? ☒ YES ☐ NO ☐ N/A If yes, submit a certified copy of minutes.

9. Has there been any change of officers? ☒ YES ☐ NO ☐ N/A If yes, submit a certified copy of minutes.

SECTION 2 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

Each person listed in Section II must submit a personal questionnaire (Form LIC0101) and a Department approved fingerprint card which may be obtained at the Dept. A person appearing in both lists need only submit one questionnaire and fingerprint card.

1. List individual owner or partners or all directors, officers in corp., members in LLC:

Last	First	Middle	Title	Residence Address	City	State	Zip
See attached							

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

2. List stockholders or controlling members owning 10% or more of Corp/LLC:

Last	First	Middle	% Owned	Residence Address	City	State	Zip
See attached							

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

Disabled individuals requiring special accommodations please call the Department

1/7/2013

Date Received

CSR

05-11-15

JB

15 MAY 7 11:11 AM '13

ARIZONA DEPARTMENT OF LIQUOR LICENSES AND CONTROL

800 W Washington 5th Floor
 Phoenix AZ 85007-2934
 www.azliquor.gov
 (602) 542-5141

APPLICANT/CONTROLLING PERSON AFFIDAVIT
--

TO BE COMPLETED BY THE ORGANIZATION'S PRESIDENT. IF THIS IS A CLUB, PARTNERSHIP, OR OTHER TYPE OF ORGANIZATION, A SIGNATURE OF EQUAL LEVEL IS REQUIRED.

Organization: Safeway, Inc.

Affidavit of: Andrea Dahlman Lewkowitz

Position/Title: Agent and Attorney for Applicant

State of: Arizona AZ Corp./LLC #: F-0037205-0

County of: Maricopa State Incorporated: Delaware

The undersigned, Andrea Dahlman Lewkowitz being first sworn under oath declares:

1. In connection with this organization's application to obtain a liquor license for our operation(s) in Arizona, I have completed and delivered to the Arizona Department of Liquor Licenses and Control the required questionnaire and fingerprint card.
2. The required questionnaires and fingerprint cards of all officers, directors, regional managers, managing members, partners, etc., who direct or are involved in the direction of the management of the policies involving spirituous liquor in the State of Arizona; and all stockholders who own ten percent (10%) or more of the corporation or limited liability company have also been completed and delivered to the Arizona Department of Liquor Licenses and Control.

Name and title of such individuals are as follows (or list attached):

- (1) Robert L. Edwards: Pres/CEO of Safeway Inc., Albertsons Holdings LLC, AB Acquisition LLC + Safeway Group Holdings Inc.
- (2) Robert A. Gordon: EVP/Sec of Safeway Inc., Albertsons Holdings LLC + Safeway Group Holdings Inc.
- (3) Bradley S. Fox: VP/Treas of Safeway Inc.
- (4) Robert G. Miller: Exec Chairman of Albertsons Holdings LLC, AB Acquisition LLC + Safeway Group Holdings Inc. (on file)
- (5) Richard Navarro: EVP of Albertsons Holdings LLC and AB Acquisition LLC (on file)
- (6) Justin Dye: EVP/COO of AB Acquisition LLC + COO of Safeway Group Holdings Inc. (on file)

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

3. There are, in addition to those submitting questionnaires and fingerprint cards, other officers, limited liability members, and/or board members of this organization who are not submitting such information to the Arizona Department of Liquor Licenses and Control. None of these individuals directs or is involved in the direction of the management of policies of this organization involving spirituous liquor in the State of Arizona.

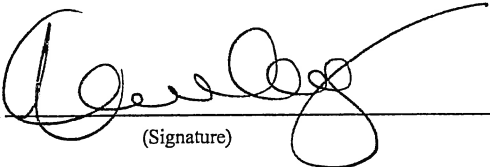
Such members and positions, along with date and place of birth, are as follows (or list attached):

- (1) Stephen Feinberg, Director of Cerberus Iceberg, LLC DOB: 3/29/60 POB: New York, NY
- (2) Hersch Klaff, Director of Klaff Markets Holdings, LLC DOB: 9/21/53 POB: Johannesburg, South Africa
- (3) Jay Schottenstein, Director of Jubilee ABS Holding, LLC DOB: 6/11/54 POB: Columbus, OH
- (4) Dean Adler, Director of Lubert-Adler SAN Aggregator, LP DOB: 1/23/57 POB: Cleveland, OH
- (5) David Henry, Director of Kimco Realty Corporation DOB: 3/8/49 POB: New York, NY

4. None of the individuals listed under item #3 possesses the power to vote ten percent (10%) of the outstanding voting securities of this organization, nor can any of them control the election of one or more of the Board of Directors or managing members of the organization.
5. Finally, on information and belief, none of the individuals listed under item #3 have at any time been convicted of a felony, had a liquor license revoked, or violated any provisions of a liquor license issued to that member.

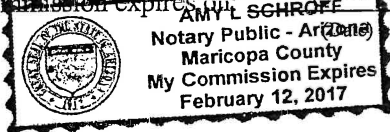
DATED this 20 day of March, 2015
Day Month Year

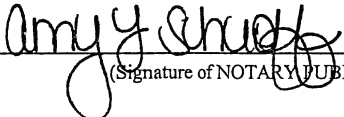
I, Andrea Dahlman Lewkowicz, declare that I am the APPLICANT filing this notification. I have
(Print full name)
read this document and the contents and all statements are true, correct and complete.

X 
(Signature)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this
20 day of March, 2015
Day Month Year

My commission expires on 2-12-2017




(Signature of NOTARY PUBLIC)

SECTION 3 (COMPLETE THIS SECTION FOR AGENT CHANGE)

1. If the corporation/L.L.C. is owned by another entity, ATTACH AN OWNERSHIP AND DIRECTOR / OFFICER / MEMBER DISCLOSURE for the parent entity. Attach additional sheets as necessary in order to disclose real people.

As an Agent, will you be physically present and operating the licensed premises? ☐ YES ☐ NO

If you answered YES, you must provide proof of attendance of a Department approved Liquor Law Training Course within the last five years before your application for Agent can be submitted. If "no" a manager with approved training must be submitted.

SECTION 4 (COMPLETE THIS SECTION FOR AGENT CHANGE)

To be completed by the INDIVIDUAL OR EXISTING AGENT OR CORPORATE OFFICER OR L.L.C. CONTROLLING MEMBER:

1. License Number: _____ Date of last renewal: _____

2. Current Licensee or Agent: _____
(Exactly as it appears on license) Last First Middle

I, _____, hereby consent to the agent appointment named herein and
(Print full name)

agree to immediately assign a new agent in the event of the death, resignation, or discharge of this agent. I also understand that if the background report shows that I, the corporation, or any officer, director, member, or stockholder have been convicted of a felony in the past five (5) years, I will immediately surrender the license to the Arizona Department of Liquor Licenses and Control and hereby waive all rights to appeal such action.

X _____ State of _____ County of _____
(Signature of INDIVIDUAL/ CORPORATE/CLUB OFFICER/MEMBER) The foregoing instrument was acknowledged before me this

_____ day of _____, 2014
Day Month Year

My commission expires on: _____

(Signature of NOTARY PUBLIC)

SECTION 5 (COMPLETE THIS SECTION FOR RESTRUCTURE)

Is there more than one licensed premises involved? ☐ YES ☐ NO If yes, **SEPARATE APPLICATIONS** must be filed and fees paid for each license/location.

Type of current ownership:

- ☐ J.T.W.R.O.S.
☐ INDIVIDUAL
☐ PARTNERSHIP
☐ CORPORATION
☐ LIMITED LIABILITY CO.
☐ TRUST
☐ OTHER Explain _____

Type of new ownership:

- ☐ J.T.W.R.O.S.
☐ INDIVIDUAL
☐ PARTNERSHIP
☐ CORPORATION
☐ LIMITED LIABILITY CO.
☐ TRUST
☐ OTHER Explain _____

SECTION 6 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

To be completed by INDIVIDUAL OR EXISTING AGENT (if no agent change) OR NEW AGENT OR CORPORATE OFFICER OR L.L.C. CONTROLLING MEMBER as listed in Question 1 Section 1:

I, Andrea Dahlman Lewkowicz, hereby declare that I am the APPLICANT filing this application.
(Print full name)

have read the application and the contents and all statements are true, correct and complete.

X _____
(Signature of INDIVIDUAL OR AGENT)
Notary Public - Arizona
Maricopa County
My Commission Expires
02/12/2017 February 12, 2017

My commission expires on: _____

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this
20 day of March, 2015
Day Month Year

(Signature of NOTARY PUBLIC)

NOTE 1: The fee for an agent change MUST be submitted with this application: \$100.00 for the first application and \$50.00 for each additional application, not to exceed \$1,000.00. (A.R.S. 4-209.H)

NOTE 2: The \$100.00 fee for restructure/acquisition of control MUST be submitted with this application. (A.R.S. 4-209.A)

ARIZONA DEPARTMENT OF LIQUOR LICENSES AND CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
www.azliquor.gov
(602) 542-5141

AFFIDAVIT OF POSTING

Date of Posting: MAY 22, 2015 Date of Posting Removal: JUNE 16, 2015

Applicant Name: LEWKOWITZ ANDREA DAHLMAN
Last First Middle

Business Address: 3325 N. HUNT HIGHWAY FLORENCE 85132
Street City Zip

License #: 09110042

I hereby certify that pursuant to A.R.S. § 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

YVONNE HAZELTON

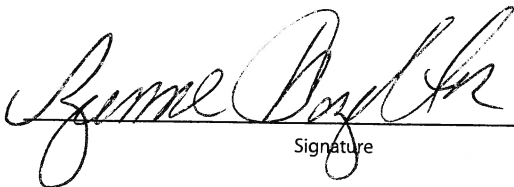
ADMINISTRATIVE ASSISTANT

520/868-7568

Print Name of City/County Official

Title

Telephone #


Signature

MAY 22, 2015

Date Signed

Return this affidavit with your recommendation (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents.

If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

Individuals requiring special accommodations please call (602) 542-9027



SAFEWAY



NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES

DATE POSTED: MAY 22, 2015

A HEARING ON A LIQUOR LICENSE APPLICATION SHALL BE HELD BEFORE THE
FLORENCE TOWN COUNCIL

FLORENCE TOWN HALL
PLACE 775 N. MAIN STREET, FLORENCE, AZ DATE/TIME JUNE 15, 2015 AT 6:00 P.M.

HEARING DATES SUBJECT TO CHANGE, TO VERIFY CALL: **520/868-7574**

THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER. TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND NOTICE OF ANY BOARD HEARINGS REGARDING THIS APPLICATION, CONTACT THE **STATE LIQUOR BOARD: 800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ. 85007 (602) 542-9789**

INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL LOCAL GOVERNING BODY:

STATE LIQUOR DEPT. (602) 542-9789

POST ONE COPY OF THE APPLICATION FORM BELOW THIS NOTICE.

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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Phoenix, AZ 85007-2934
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(602) 542-5141

APPLICATION FOR AGENT CHANGE - ACQUISITION OF CONTROL - RESTRUCTURE

Check Appropriate Box: ☐ Agent Change (Complete Sections 1, 2, 3, 4, 5 (See Note 1 on back)) ☒ Acquisition of Control (Complete Sections 1, 2, 3, 4, 5, 6 (See Note 2 on back)) ☐ Restructure (Complete Sections 1, 2, 3, 4, 5, 6, 7 (See Note 3 on back))

SECTION 1 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

1. Name (INDIVIDUAL OR EXISTING AGENT (if no agent change) OR NEW AGENT OR CORPORATE OFFICER OR LLC CONTROLLING MEMBER)

Last: _____ First: _____ Middle: _____ Suffix: _____

2. ☒ Corporation ☐ LLC ☐ N/A - Sole Proprietorship (Specify as it appears on Articles of Inc. or Articles of Org.)

3. Business Name: Sidway #2825 (Specify as it appears on license)

4. Business Address: 3322 N. Hunt Hwy (Do not use P.O. Box Number) City: Phoenix County: Maricopa State: AZ Zip: 85004

5. Is the business located within the incorporated limits of the above city or town? ☒ Yes ☐ No

6. Mailing Address: 2600 N. Central Avenue, Suite 1775 City: Phoenix State: AZ Zip: 85004

7. Business Phone: (480) 994-4200 Residence Phone: (602) 240-7222

8. Does this transaction involve the sale of any portion of the corporate stock? ☒ YES ☐ NO ☐ N/A If yes, submit a certified copy of minutes.

9. Has there been any change of officers? ☒ YES ☐ NO ☐ N/A If yes, submit a certified copy of minutes.

SECTION 2 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

Each person listed in Section 1 must submit a personal questionnaire (Form LIC0101) and a Department approved fingerprint card which may be obtained at the Dept. A person appearing in both lists need only submit one questionnaire and fingerprint card.

1. List individual owner or partners or all directors, officers in corp., members in LLC:

Last	First	Middle	Title	Residence Address	City	State	Zip
See attached							

(ATTACH ADDITIONAL SHEETS IF NECESSARY)

2. List stockholders or controlling members owning 10% or more of Corp/LLC:

Last	First	Middle	% Owned	Residence Address	City	State	Zip
See attached							

(ATTACH ADDITIONAL SHEETS IF NECESSARY)

Checked individuals requiring lower accommodations please call the Department

1/7/2013

Date Received: 5/27/15

158



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 6b.

MEETING DATE: June 15, 2015

DEPARTMENT: Administration

STAFF PRESENTER: Lisa Garcia
Deputy Town Manager/Town Clerk

SUBJECT: Public Hearing and action on Andrea Dahlman Lewkowitz, Safeway, Inc., application for acquisition of control, with the Arizona Department of Liquor Licenses and Control.

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

RECOMMENDED MOTION/ACTION:

Public hearing on an application received from Andrea Dahlman Lewkowitz, Safeway, Inc., for an application for acquisition of control, with the Arizona Department of Liquor Licenses and Control, located at 3313 N. Hunt Highway, Florence, Arizona; and for Council recommendation for approval or disapproval of said license.

BACKGROUND/DISCUSSION:

Andrea Dahlman Lewkowitz, Safeway, Inc. filed an application for acquisition of control with the Arizona Department of Liquor License and Control on May 7, 2015.

The Town Clerk's Office posted the Notice of Public Hearing on May 22, 2015, at Safeway #2835, located at 3313 N. Hunt Highway, Florence, Arizona, according to statutory requirements. Management has been notified of the June 15, 2015 public hearing.

No written communication has been received by the Town regarding this application.

FINANCIAL IMPACT:

N/A

STAFF RECOMMENDATION:

Staff recommends that the Town Council forward a favorable recommendation to the Arizona Department of Liquor License and Control.

ATTACHMENTS:

Application

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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APPLICATION FOR AGENT CHANGE - ACQUISITION OF CONTROL - RESTRUCTURE

Check
Appropriate
Box

☐ Agent Change
Complete Sections 1,2,3,4,6
(See Note 1 on back)

☒ Acquisition of Control
Complete Sections 1,2, (3,4 if changing Agent), 6

☐ Restructure
Complete Sections 1,2,(3,4 if changing Agent), 5,6
(See Note 2 on back)

SECTION 1 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

- Name (INDIVIDUAL OR EXISTING AGENT (if no agent change) OR NEW AGENT OR CORPORATE OFFICER OR L.L.C. CONTROLLING MEMBER)

Lewkowitz	Andrea	Dahlman	10113147
Last	First	Middle	Liquor License #
- ☒ Corporation ☐ L.L.C. ☐ N/A: Safeway, Inc. Corp. File #: F-0037205-0
 (Exactly as it appears on Articles of Inc. or Articles of Org.)
- Business Name: Safeway Fuel #2835
- Business Address: 3325 N. Hunt Hwy (Exactly as it appears on license)
 (Do not use P.O. Box Number) Florence Pinal 85232
 City COUNTY Zip
- Is the business located within the incorporated limits of the above city or town? ☒ Yes ☐ No
- Mailing Address: 2600 N. Central Avenue, Suite 1775 Phoenix AZ 85004
 City State Zip
- Business Phone: (480) 894-4201 Residence Phone: (602) 200-7222
- Does this transaction involve the sale of any portion of the corporate stock? ☒ YES ☐ NO ☐ N/A If yes, submit a certified copy of minutes.
- Has there been any change of officers? ☒ YES ☐ NO ☐ N/A If yes, submit a certified copy of minutes.

SECTION 2 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

Each person listed in Section II must submit a personal questionnaire (Form LIC0101) and a Department approved fingerprint card which may be obtained at the Dept. A person appearing in both lists need only submit one questionnaire and fingerprint card.

- List individual owner or partners or all directors, officers in corp., members in LLC:

Last	First	Middle	Title	Residence Address	City	State	Zip
See attached							

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

- List stockholders or controlling members owning 10% or more of Corp/LLC:

Last	First	Middle	% Owned	Residence Address	City	State	Zip
See attached							

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

Disabled individuals requiring special accommodations please call the Department

1/7/2013

Date Received

CSR

05-7-15
JB

15 MAY 7 11:47 AM '13

ARIZONA DEPARTMENT OF LIQUOR LICENSES AND CONTROL

800 W Washington 5th Floor
 Phoenix AZ 85007-2934
 www.azliquor.gov
 (602) 542-5141

APPLICANT/CONTROLLING PERSON AFFIDAVIT
--

TO BE COMPLETED BY THE ORGANIZATION'S PRESIDENT. IF THIS IS A CLUB, PARTNERSHIP, OR OTHER TYPE OF ORGANIZATION, A SIGNATURE OF EQUAL LEVEL IS REQUIRED.

Organization: Safeway, Inc.

Affidavit of: Andrea Dahlman Lewkowitz

Position/Title: Agent and Attorney for Applicant

State of: Arizona AZ Corp./L.L.C. #: F-0037205-0

County of: Maricopa State Incorporated: Delaware

The undersigned, Andrea Dahlman Lewkowitz being first sworn under oath declares:

1. In connection with this organization's application to obtain a liquor license for our operation(s) in Arizona, I have completed and delivered to the Arizona Department of Liquor Licenses and Control the required questionnaire and fingerprint card.
2. The required questionnaires and fingerprint cards of all officers, directors, regional managers, managing members, partners, etc., who direct or are involved in the direction of the management of the policies involving spirituous liquor in the State of Arizona; and all stockholders who own ten percent (10%) or more of the corporation or limited liability company have also been completed and delivered to the Arizona Department of Liquor Licenses and Control.

Name and title of such individuals are as follows (or list attached):

- (1) Robert L. Edwards: Pres/CEO of Safeway Inc., Albertsons Holdings LLC, AB Acquisition LLC + Safeway Group Holdings Inc.
- (2) Robert A. Gordon: EVP/Sec of Safeway Inc., Albertsons Holdings LLC + Safeway Group Holdings Inc.
- (3) Bradley S. Fox: VP/Treas of Safeway Inc.
- (4) Robert G. Miller: Exec Chairman of Albertsons Holdings LLC, AB Acquisition LLC + Safeway Group Holdings Inc. (on file)
- (5) Richard Navarro: EVP of Albertsons Holdings LLC and AB Acquisition LLC (on file)
- (6) Justin Dye: EVP/COO of AB Acquisition LLC + COO of Safeway Group Holdings Inc. (on file)

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

3. There are, in addition to those submitting questionnaires and fingerprint cards, other officers, limited liability members, and/or board members of this organization who are not submitting such information to the Arizona Department of Liquor Licenses and Control. None of these individuals directs or is involved in the direction of the management of policies of this organization involving spirituous liquor in the State of Arizona.

Such members and positions, along with date and place of birth, are as follows (or list attached):

- (1) Stephen Feinberg, Director of Cerberus Iceberg, LLC DOB: 3/29/60 POB: New York, NY
- (2) Hersch Klaff, Director of Klaff Markets Holdings, LLC DOB: 9/21/53 POB: Johannesburg, South Africa
- (3) Jay Schottenstein, Director of Jubilee ABS Holding, LLC DOB: 6/11/54 POB: Columbus, OH
- (4) Dean Adler, Director of Lubert-Adler SAN Aggregator, LP DOB: 1/23/57 POB: Cleveland, OH
- (5) David Henry, Director of Kimco Realty Corporation DOB: 3/8/49 POB: New York, NY
4. None of the individuals listed under item #3 possesses the power to vote ten percent (10%) of the outstanding voting securities of this organization, nor can any of them control the election of one or more of the Board of Directors or managing members of the organization.
5. Finally, on information and belief, none of the individuals listed under item #3 have at any time been convicted of a felony, had a liquor license revoked, or violated any provisions of a liquor license issued to that member.

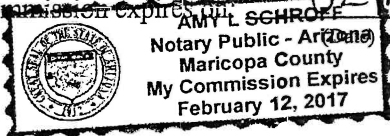
DATED this 20 day of March, 2015
Day Month Year

I, Andrea Dahlman Lewkowitz, declare that I am the APPLICANT filing this notification. I have
(Print full name)
read this document and the contents and all statements are true, correct and complete.

X [Signature]
(Signature)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this
20 day of March, 2015
Day Month Year

My commission expires on 02-12-2017



[Signature]
(Signature of NOTARY PUBLIC)

SECTION 3 (COMPLETE THIS SECTION FOR AGENT CHANGE)

1. If the corporation/L.L.C. is owned by another entity, ATTACH AN OWNERSHIP AND DIRECTOR / OFFICER / MEMBER DISCLOSURE for the parent entity. Attach additional sheets as necessary in order to disclose real people.

As an Agent, will you be physically present and operating the licensed premises? ☐ YES ☐ NO

If you answered YES, you must provide proof of attendance of a Department approved Liquor Law Training Course within the last five years before your application for Agent can be submitted. If "no" a manager with approved training must be submitted.

SECTION 4 (COMPLETE THIS SECTION FOR AGENT CHANGE)

To be completed by the INDIVIDUAL OR EXISTING AGENT OR CORPORATE OFFICER OR L.L.C. CONTROLLING MEMBER:

1. License Number: _____ Date of last renewal: _____

2. Current Licensee or Agent: _____
(Exactly as it appears on license) Last First Middle

I, _____, hereby consent to the agent appointment named herein and
(Print full name)
agree to immediately assign a new agent in the event of the death, resignation, or discharge of this agent. I also understand that if the background report shows that I, the corporation, or any officer, director, member, or stockholder have been convicted of a felony in the past five (5) years, I will immediately surrender the license to the Arizona Department of Liquor Licenses and Control and hereby waive all rights to appeal such action.

State of _____ County of _____

X _____
(Signature of INDIVIDUAL/ CORPORATE/CLUB OFFICER/MEMBER)

The foregoing instrument was acknowledged before me this

_____ day of _____, 2014
Day Month Year

My commission expires on: _____

(Signature of NOTARY PUBLIC)

SECTION 5 (COMPLETE THIS SECTION FOR RESTRUCTURE)

Is there more than one licensed premises involved? ☐ YES ☐ NO If yes, **SEPARATE APPLICATIONS** must be filed and fees paid for each license/location.

Type of current ownership:

- ☐ J.T.W.R.O.S.
☐ INDIVIDUAL
☐ PARTNERSHIP
☐ CORPORATION
☐ LIMITED LIABILITY CO.
☐ TRUST
☐ OTHER Explain _____

Type of new ownership:

- ☐ J.T.W.R.O.S.
☐ INDIVIDUAL
☐ PARTNERSHIP
☐ CORPORATION
☐ LIMITED LIABILITY CO.
☐ TRUST
☐ OTHER Explain _____

SECTION 6 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

To be completed by INDIVIDUAL OR EXISTING AGENT (if no agent change) OR NEW AGENT OR CORPORATE OFFICER OR L.L.C. CONTROLLING MEMBER as listed in Question 1 Section 1:

I, Andrea Dahlman Lewkowicz, hereby declare that I am the APPLICANT filing this application.
(Print full name)

have read the application and the contents and all statements are true, correct and complete.

X _____
(Signature of INDIVIDUAL OR AGENT)

AMY L SCHROF State of Arizona County of Maricopa
Notary Public - Arizona
Maricopa County
My Commission Expires 20 day of March, 2015
February 12, 2017 Day Month Year

My commission expires on: 02/12/2017

(Signature of NOTARY PUBLIC)

NOTE 1: The fee for an agent change MUST be submitted with this application: \$100.00 for the first application and \$50.00 for each additional application, not to exceed \$1,000.00. (A.R.S. 4-209.H)

NOTE 2: The \$100.00 fee for restructure/acquisition of control MUST be submitted with this application. (A.R.S. 4-209.A)

ARIZONA DEPARTMENT OF LIQUOR LICENSES AND CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
www.azliquor.gov
(602) 542-5141

AFFIDAVIT OF POSTING

Date of Posting: MAY 22, 2015 Date of Posting Removal: JUNE 16, 2015

Applicant Name: LEWKOWITZ ANDREA DAHLMAN
Last First Middle

Business Address: 3313 N. HUNT HIGHWAY FLORENCE 85132
Street City Zip

License #: 10113147

I hereby certify that pursuant to A.R.S. § 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

YVONNE HAZELTON

ADMINISTRATIVE ASSISTANT

520/868-7568

Print Name of City/County Official

Title

Telephone #


Signature

MAY 22, 2015

Date Signed

Return this affidavit with your recommendation (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents.

If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

Individuals requiring special accommodations please call (602) 542-9027



3313


Refreshing

Rich & Creamy

NOTICE

Got Ice?
AVAILABLE HERE

1.99

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7a.
MEETING DATE: June 15, 2015 DEPARTMENT: Utilities Department STAFF PRESENTER: John V. Mitchell, Utilities Director SUBJECT: Approval of Task Order No. 2 with Baxter Design Group, LLC, for Design Services for the Turner Subdivision Phase 1 Project.		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Motion to approve Task Order No. 2 with Baxter Design Group, LLC, for design services for the Turner Subdivision Phase 1 Project, in an amount not to exceed \$46,500.

BACKGROUND/DISCUSSION:

This task order will allow for engineering related design services for the Turner Subdivision Phase 1 Project.

The Baxter Design Group, LLC, will complete Task Order No. 2, pursuant to the Professional Services Agreement between the Town of Florence, and the Baxter Design Group, LLC, dated January 5, 2015. The fee for this task order is \$46,500.

FINANCIAL IMPACT:

There is \$46,500 available in the current Fiscal Year 2014/2015 budget for completion of this work.

STAFF RECOMMENDATION:

Staff recommends approval of Task Order No. 2 with the Baxter Design Group, LLC, in an amount not to exceed \$46,500.

ATTACHMENTS:

Task Order No. 2
 Professional Services Agreement
 Task Order Approval Form



BAXTER DESIGN GROUP

PROFESSIONAL SERVICES CONTRACT

Client

Name:	Town of Florence	Date:	05/01/15
Contact:	John Mitchell	Project Name:	Turner Subdivision
Address:	Director of Public Utilities P.O. Box 2670 Florence, AZ 85232		Roadway / Utility Design
		Project Location:	Florence, AZ
Telephone:	520-868-7695		
Fax:		Project Manager:	Jared Baxter P.E.

Baxter Design Group (BDG) is pleased to submit a proposal / summary of the Turner Subdivision Ph1 Roadway / Utility Design and Construction Survey for the Town of Florence (TOF). Please review the following project tasks as described below.

Task #1 Roadway/Utility Design

BDG prepared roadway construction documents for Phase 1 of the Turner Subdivision. The design includes Central and Willow roadways from the Florence High School in the South to connection with Adamsville Rd. in the North. 22nd Street will also be design between Central and Willow. The design will include roadway and proposed utility improvements. The roadway construction documents were submitted to TOF Public Works Department for review and approval.

Task Lump Sum: \$40,500.00

Task #2 Construction Survey (Utility Installation Only)

BDG survey field crews staked the proposed utility improvements. BDG coordinated the utility installation and revisions with the TOF utility personnel and TOF selected contractor to ensure the utility installation.

Task Lump Sum: \$3,500.00

Task #3 Project Management / Contractor Coordination

BDG has assisted the TOF selecting the qualified bidder. In conjunction with TOF personnel, BDG coordinated the installation of the proposed improvements with the selected contractor(s).

Task Lump Sum: \$2,500.00

Project Total Lump Sum: \$46,500.00

Task Order No. 2
Baxter Design Group
Design Services for Turner Subdivision Phase 1

Town of Florence
P.O. Box 2670
Florence, AZ 85131

By: _____
Charles A. Montoya, Town Manager

Date: _____

ATTEST:

Lisa Garcia, Town Clerk

APPROVED AS TO FORM:

Town Attorney

PROFESSIONAL SERVICES AGREEMENT

TOWN OF FLORENCE
an Arizona municipal corporation

AND

BAXTER DESIGN GROUP, LLC

January 5, 2015

PROFESSIONAL SERVICE AGREEMENT BETWEEN

TOWN OF FLORENCE

AND

BAXTER DESIGN GROUP, LLC

This agreement, made and entered into on 1/5, 2015 by and between Town of Florence, hereinafter referred to as TOWN, and Baxter Design Group, LLC, hereinafter referred to as ENGINEER:

WHEREAS, the TOWN has need for professional engineering services as described herein; and

WHEREAS, the ENGINEER has the expertise and qualifications required to perform the needed professional engineering services, as described herein; and

WHEREAS, the ENGINEER and TOWN wish to enter into an agreement, hereinafter referred to as the AGREEMENT, for the furnishing of professional engineering services as described herein.

THEREFORE, in consideration of the mutual promises, covenants, terms and conditions of the parties hereto, it is agreed as follows:

SECTION 1 - OBLIGATIONS OF THE ENGINEER

- 1.1 **Authorization to Perform Work:** Specific work to be performed by the ENGINEER shall be defined and authorized in writing by both the ENGINEER and the TOWN prior to commencing work. Any form of Authorization, be it by Task Order, email approval, etc. shall become a supplement to and part of this AGREEMENT. Each Authorization will define services to be performed, schedule for performance of those services and compensation for performance of those services.
- 1.2 **Point of Contact:** ENGINEER shall designate, in writing, a Project Manager who will act as primary point of contact and ENGINEER's representative with respect to the services rendered under this AGREEMENT.
- 1.3 **Standard of Care:** All services performed by ENGINEER, or under its direction, shall be rendered in accordance with the prevailing standard of skill and care of the engineering profession at the time and in the area where the services are to be performed.
- 1.4 **Opinions of Cost:** In providing opinions of cost, the ENGINEER has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate cost or schedule of the facility being analyzed. Therefore, the ENGINEER makes no warranty that actual costs, financial aspects, economic feasibility, or schedules will not vary from the ENGINEER's opinions, analyses, projections, or estimates.

AGREEMENT

Town of Florence
and Baxter Design Group, LLC

1.5 Personnel at the Construction Site:

- 1.5.1 The presence or duties of the ENGINEER's personnel at a construction site, whether as onsite representative or otherwise, does not make the ENGINEER or its personnel in any way responsible for those duties that belong to TOWN and/or any construction contractors or other entities, and does not relieve any construction contractor or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with any agreements between the TOWN and such construction contractors, and any health or safety precautions required in the performance of such construction work.
 - 1.5.2 The ENGINEER and its personnel have no authority to exercise any control over any construction contractors or other entities or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractors or other entities or any other persons at the site except ENGINEER's own personnel.
 - 1.5.3 The presence of ENGINEER's personnel at a construction site is for the purpose of providing the TOWN a greater degree of confidence that the completed work will conform generally to any AGREEMENT between the TOWN and any construction contractor and that the integrity of the design concept has been implemented and preserved by such contractor. Therefore, ENGINEER agrees that it will timely inform TOWN if ENGINEER observes work being performed in a manner which does not conform to the specifications and requirements of ENGINEER. ENGINEER neither guarantees the performance of any contractors nor assumes responsibility for such contractors' failure to perform their work. Construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.
- 1.6 **Deliverables:** ENGINEER's deliverables, including record drawings, are limited to the sealed and signed hard copies. Computer-generated drawing files furnished by ENGINEER are for TOWN or others' convenience. Any conclusions or information derived or obtained from these files will be at user's sole risk.
- 1.7 **Insurance:** ENGINEER agrees to provide the following insurance coverage, at ENGINEER's own expense for the entire duration of any project and for two (2) years thereafter:
- 1.7.1 Compensation Insurance. ENGINEER shall procure and maintain Workers Compensation Insurance and Employer's Liability Insurance as required by the State of Arizona, for all employees engaged in any work performed for TOWN. Employer's Liability Insurance shall be in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.
 - 1.7.2 Commercial General Liability. ENGINEER shall procure and maintain Commercial General Liability Insurance for bodily injury, personal injury, and broad form property damage, in an amount of not less than One Million Dollars (\$2,000,000) combined single limit and aggregate coverage per occurrence, including but not limited to endorsements for the following coverages: Personal and advertising injury, Premises-operations, Products and completed operations, Blanket contractual, and Independent contractor's liability.
 - 1.7.3 Automobile Liability Insurance. ENGINEER shall procure and maintain Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles used in connection with ENGINEER's business in an amount of not less than One Million Dollars (\$1,000,000) combined single limit coverage per occurrence.
 - 1.7.4 Professional Liability Insurance. ENGINEER shall procure and maintain Professional Liability Insurance for protection against claims arising out of the performance of services under this AGREEMENT caused by negligent errors, omissions, or other acts for which ENGINEER, its employees, Subconsultants, and agents, are liable. Said insurance shall be written with limits of

AGREEMENT

Town of Florence
and Baxter Design Group, LLC

not less than One Million Dollars (\$1,000,000) per claim and in the aggregate. If said insurance is written on a "claims made" form, insurance shall be maintained and evidence of insurance must be provided for at least one (1) year after completion of the work under this AGREEMENT.

1.7.5 Subconsultants. ENGINEER shall require each Subconsultant to procure and maintain, during the life of its subcontract, similar insurance as stated herein. All insurance coverage for Subconsultants shall be subject to each of the requirements herein and contain the additional insured endorsement required of ENGINEER described with particularity herein.

1.7.6 Additional Insured Endorsement. The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provisions:

- a) The TOWN, its officers, officials, agents, and volunteers are to be covered as additional insured's as respects ENGINEER's work under this AGREEMENT and shall be added in the form of an endorsement to ENGINEER's insurance on Form CG 20 10 or blanket endorsement equivalent.
- b) All policies or certificates shall be endorsed to provide Thirty (30) days advance written notice of cancellation, non-renewal or reduction in coverage, mailed to the TOWN.

ENGINEER shall not commence work under this AGREEMENT until he has delivered to TOWN the Additional Insured Endorsements required herein.

1.8 **Non-Discrimination in Employment:** In the performance of work authorized under this AGREEMENT, ENGINEER shall not unlawfully discriminate against any qualified worker because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or age. ENGINEER shall, in all solicitations or advertisements for employees placed by or on behalf of the ENGINEER, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or age.

1.9 **Adherence to Applicable Disability Law:** ENGINEER shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.), California Government Code Sections 12920 et seq., and all related state and local laws.

1.10 **HIPAA Compliance:** ENGINEER shall adhere to Titles 9 and 22 and all other applicable Federal and State statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and shall make his best efforts to preserve data integrity and the confidentiality of protected health information.

1.11 **Safety Responsibilities:** ENGINEER shall adhere to all applicable requirements in performing work pursuant to this AGREEMENT. ENGINEER agrees that in the performance of work under this AGREEMENT, ENGINEER shall provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards.

1.12 **Compliance With Federal and State Laws**

a) The ENGINEER understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 (the "Acts"), and hereby agrees to comply with all applicable provisions of the Acts in the performance of this Agreement.

b) If this Agreement pertains to a contract for construction, the ENGINEER agrees to comply with the provisions of Arizona Revised Statutes ("A.R.S.") 34-301 "Employment of Aliens on Public Works Prohibited" and A.R.S. 34-302 "Residence Requirements for Employees".

AGREEMENT

Town of Florence
and Baxter Design Group, LLC

c) Under the provisions of A.R.S. 41-4401, the ENGINEER hereby warrants to the Town that the ENGINEER and each of its subconsultants will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and with A.R.S. 23-214(A) "Verification of Employment Eligibility" (hereafter referred to as "ENGINEER Immigration Warranty").

d) A breach of the ENGINEER Immigration Warranty shall constitute a material breach of this Agreement and shall subject the ENGINEER to penalties including termination of the Agreement at the sole discretion of the Town.

e) Notwithstanding anything contained in this Agreement to the contrary, Town retains the legal right to inspect the immigration papers or other residency documents of the ENGINEER's or Subconsultants' employees who perform work under this Agreement, to ensure that the ENGINEER and Subconsultants are complying with the ENGINEER Immigration Warranty. ENGINEER agrees to assist the Town in regard to any such inspections.

f) The Town may, in its sole discretion, conduct random verification of the employment records of the ENGINEER and any Subconsultants to ensure compliance with the ENGINEER Immigration Warranty. ENGINEER agrees to assist the Town, upon request, with regard to any random verifications performed by the Town.

g) Neither the ENGINEER nor any Subconsultant shall be deemed to have materially breached the ENGINEER Immigration Warranty if the ENGINEER or Subconsultant establishes that it has complied with the employment verification requirements of the federal Immigration and Nationality Act, 8 U.S.C.A. 1324(a) and 8 U.S.C.A. 1324 (b)(1)(A), et seq., and the E-Verify requirements of A.R.S. 23-214(A).

h) ENGINEER agrees to include the provisions of this section in any contract the ENGINEER enters into with any and all of its Subconsultants who provide services under this Contract or any subcontract. "Services", as used herein, are defined as the furnishing of labor, time or effort in the State of Arizona by the ENGINEER or subconsultant. "Services" also includes construction or maintenance of any structure, building, transportation facility or improvement of real property.

1.13 Conflict of Interest: ENGINEER hereby covenants that it has, at the time of the execution of this AGREEMENT, no interest, direct or indirect, and that it shall not acquire any interest in the future, direct, or indirect, which would conflict in any manner or degree or performance of services required to be performed under this AGREEMENT. ENGINEER further covenants that in the performance of this work, no person having such interest shall be employed.

SECTION 2 - OBLIGATIONS OF THE TOWN

2.1 Information: TOWN shall provide criteria and full information concerning TOWN's requirements for the work to be performed by the ENGINEER, including objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and budgetary limitations. Provide to ENGINEER information pertinent to the work to be performed by the ENGINEER including previous reports and any other existing data relative to the work to be performed by the ENGINEER. Give prompt written notice to ENGINEER whenever TOWN observes or otherwise becomes aware of any defect in the work of construction contractors.

2.2 Timely Review: Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, and render decisions pertaining thereto within a reasonable time, not to exceed thirty (30) days without mutual consent, so as not to delay the performance of services by ENGINEER.

AGREEMENT

Town of Florence
and Baxter Design Group, LLC

- 2.3 **Point of Contact:** Designate, in writing, a person to act as TOWN's representative and primary point of contact with respect to the services rendered under this AGREEMENT.
- 2.4 **Access:** Make its facilities accessible to ENGINEER as required for ENGINEER's performance of its services and will provide labor and safety equipment consistent with TOWN's standard practices as required by ENGINEER for such access. TOWN will be responsible for all acts of TOWN's personnel or those operating under contract with the TOWN.
- 2.5 **Asbestos:** If asbestos or hazardous substances in any form are encountered or suspected, the ENGINEER will stop its own work in the affected portions of the PROJECT to permit testing and evaluation. If asbestos is suspected, the ENGINEER will, if requested, manage the asbestos remediation activities using a qualified subcontractor at an additional fee and contract terms to be negotiated. If hazardous substances other than asbestos are suspected, the ENGINEER, if requested, will conduct tests to determine the extent of the problem and will perform the necessary studies and recommend the necessary remedial measures at an additional fee and contract terms to be negotiated. To the maximum extent permitted by law, TOWN will indemnify ENGINEER and its officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation expenses arising out of or relating to the presence, discharge, release, or escape of hazardous substances, contaminants, or asbestos on or from the PROJECT.

Construction Contract Terms: TOWN agrees to include in all construction contracts the provisions of Paragraph 1.6, ENGINEER's Personnel at Construction Site, and provisions providing contractor indemnification of TOWN and ENGINEER for contractors' negligence.

- 2.6 **Insurance:** TOWN agrees to provide the following insurance coverage for the entire duration of the project:
- 2.6.1 Property insurance on all pre-existing physical facilities associated with the work to be performed by the ENGINEER.
- 2.6.2 A waiver of subrogation as to all TOWN-carried property damage insurance, during construction and thereafter, in favor of ENGINEER, its officers, employees, affiliates, and subconsultants.
- 2.6.3 A Builders Risk All Risk insurance policy for the full replacement value of all work including the value of all onsite TOWN-furnished equipment and/or materials associated with the ENGINEER's services. Such policy will include coverage for loss due to defects in materials and workmanship and errors in design, and will provide a waiver of subrogation as to the ENGINEER and the construction contractors (or TOWN), and their respective officers, employees, agents, affiliates and subconsultants.

SECTION 3 - PAYMENT

- 3.1 **Payment Terms:** Payment terms shall be agreed to, in writing, between TOWN and ENGINEER for each Authorization to perform work. Payment terms for a series of Authorizations may be entered into if so desired by both parties.
- 3.2 **invoicing:** ENGINEER will, as appropriate, submit invoices to TOWN once per month, on or prior to the 10th day of that month.
- 3.3 **Payment of Invoices:** Following receipt of invoice from the ENGINEER, payment will be made by the TOWN to the ENGINEER within 30 days for the amount requested in the invoice, as approved by the TOWN.

SECTION 4 - TIME OF PERFORMANCE

- 4.1 **Time:** Time of Performance for services under this AGREEMENT shall be defined in each Authorization.

AGREEMENT

Town of Florence
and Baxter Design Group, LLC

- 4.2 **Progress Reporting:** ENGINEER shall report its progress under this AGREEMENT upon request by TOWN. ENGINEER shall plan its performance of services to accomplish timely completion, and shall promptly notify TOWN of any anticipated delay that may affect ENGINEER's time of performance.

SECTION 5 - PERIOD OF SERVICE

- 5.1 **Term:** This AGREEMENT shall remain in effect until such time as TOWN no longer has need of ENGINEER's services, unless terminated earlier in accordance with Section 5.2.
- 5.2 **Termination:** This AGREEMENT may be terminated as follows:
- 5.2.1 By mutual consent of the parties; or
 - 5.2.2 By TOWN upon 30 days written notice thereof to ENGINEER for any reason or for no reason at all; or
 - 5.2.3 By ENGINEER upon 30 days written notice thereof to TOWN in the event that TOWN fails to perform its obligations under this AGREEMENT.
 - 5.2.4 Should TOWN terminate this AGREEMENT for their convenience, TOWN shall pay ENGINEER for the services provided by the ENGINEER, as authorized by the TOWN up to the point of contract termination - as reasonable termination costs.
- 5.3 If the project is suspended by TOWN for more than 90 consecutive days, ENGINEER shall be compensated for services performed and accepted prior to notice of suspension. When the project is resumed, TOWN agrees to provide an equitable adjustment for ENGINEER's delay expenses and wage and salary increases caused by suspension.

SECTION 6 - LEGAL RELATIONSHIP

- 6.1 **Authorization to Proceed:** Execution of this AGREEMENT by TOWN will be authorization for ENGINEER to proceed with any requested work.
- 6.2 **Independent Contractor:** ENGINEER is for all purposes an independent contractor. In no event shall ENGINEER or any personnel retained by ENGINEER be deemed an agent or employee of TOWN or engaged by the TOWN for the account of or on behalf of TOWN. ENGINEER shall maintain full control and responsibility of the means and methods of ENGINEER's services.
- 6.3 **Assignment of Work:** This is a bilateral personal Services AGREEMENT. Neither party shall assign any of the duties or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. These conditions and the entire AGREEMENT are binding on the heirs, successors, and assigns of the parties hereto.
- 6.4 **Reuse of PROJECT Documents:** All reports, drawings, specifications, documents, and other deliverables of ENGINEER, whether in hard copy or in electronic form, are instruments of service for this PROJECT, whether the PROJECT is completed or not. TOWN agrees to indemnify ENGINEER and ENGINEER's officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees arising out of or related to the unauthorized reuse, change or alteration of these PROJECT documents.
- 6.5 **Indemnification:** ENGINEER agrees to indemnify, and hold harmless TOWN from any claims, damages, losses, and costs, including but not limited to, attorney's fees and litigation costs, arising out of claims to the extent caused in whole or in part by the negligent or intentional act, error or omission of ENGINEER, ENGINEER's employees, affiliated corporations, officers, and subcontractors. TOWN agrees to indemnify ENGINEER from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property

AGREEMENT

Town of Florence
and Baxter Design Group, LLC

damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of TOWN, or its employees or contractors in connection with the PROJECT.

- 6.6 **Consequential Damages:** To the maximum extent permitted by law, ENGINEER and ENGINEER's affiliated corporations, officers, employees, and subcontractors shall not be liable for TOWN's special, indirect, or consequential damages, whether such damages arise out of breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action. In order to protect ENGINEER against indirect liability or third-party proceedings, TOWN will indemnify ENGINEER for any such damages.
- 6.7 **Force Majeure:** ENGINEER shall not be responsible for damages or delays in performance caused by force majeure, acts of God, or other events beyond its control.
- 6.8 **Third Party Beneficiaries:** This AGREEMENT gives no rights or benefits to anyone other than TOWN and ENGINEER and has no third-party beneficiaries.
- 6.9 **Dispute Resolution:** The TOWN and ENGINEER will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options.
- 6.10 **Severability and Survival:**
 - 6.10.1 If any of the Provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.
 - 6.10.2 Limitations of liability, indemnities, and other express representations shall survive termination of this AGREEMENT for any cause.
- 6.11 **Intellectual Property:** All of the work product of the ENGINEER in executing this PROJECT shall remain the property of ENGINEER. TOWN shall receive a perpetual, royalty-free, non-transferable, non-exclusive license to use the deliverables for the purpose for which they were intended. Any inventions, patents, copyrights, computer software, or other intellectual property developed during the course of, or as a result of, the PROJECT shall remain the property of the ENGINEER.
- 6.12 **Entire Agreement:** This AGREEMENT, including attachments incorporated herein by reference, represents the entire AGREEMENT and understanding between the parties and any negotiations, proposals or oral AGREEMENTs are integrated herein and are superseded by this written AGREEMENT. Any supplement or amendment to this AGREEMENT shall be in writing and signed by the parties.

AGREEMENT

Town of Florence
and Baxter Design Group, LLC

SECTION 7 - GOVERNING LAW

7.1 This AGREEMENT is to be governed and construed in accordance with the laws of the State of Arizona. The venue of any legal dispute relating to this AGREEMENT or the services provided hereunder shall be Pinal County, Arizona.

IN WITNESS WHEREOF duly authorized representatives of the parties have signed this AGREEMENT with the effective date, the year and day first written above.

Town of Florence

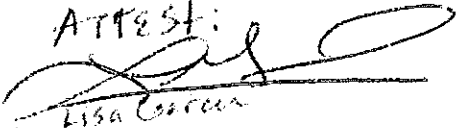
By: 

Charles A. Montoya, Town Manager

775 N. Main Street
Florence, AZ 85132

Address

ATTEST:


Lisa Corcoran

Approved as to Form

By: 

, Town Attorney

Baxter Design Group, LLC

By: 

Jared F. Baxter, P.E., Principal

3515 Stone Wall Cir
Heber City, UT 84032

Address

27-2099032

Employer I.D. No.

AGREEMENT

Town of Florence
and Baxter Design Group, LLC



May 20, 2015

John Mitchell
Director of Public Utilities
P.O. Box 2670
Florence, AZ 85232

RE: Turner Subdivision Ph1 – Baxter Design Group Billing / Task Order

John:

Find attached a breakdown of the Baxter Design Group billing for the design, construction staking and project management of the Turner Subdivision Ph1 Roadway / Utility Improvements.

The billing includes the roadway improvement designs of Willow, Central St. and 22nd Ave. from the Florence High School in the south to Adamsville Rd. in the north. Water and Sewer improvements for the proposed roadways were prepared as a separated construction package. Also included is the ongoing project management in concert with TOF personnel, preparation of project bid documents along with contractor coordination.


Please contact me directly if you have questions or require additional information.

Sincerely,

A handwritten signature in dark ink, appearing to read "Jared Baxter", is written over a light blue horizontal line.

Jared Baxter, P.E.

Enclosures

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7b.
MEETING DATE: June 15, 2015 DEPARTMENT: Finance STAFF PRESENTER: Mike Farina, Finance Director SUBJECT: Intergovernmental Agreement with Arizona Department of Revenue related to Uniform Administration of the Town's Transaction Privilege Tax.		<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:

Approve the intergovernmental agreement between the Town of Florence and the Arizona Department of Revenue regarding the uniform administration, licensing, collection, and auditing of the transaction privilege tax, use tax, severance tax, jet fuel excise and use tax, and rental occupancy taxes imposed by the State or cities or towns.

BACKGROUND/DISCUSSION:

This intergovernmental agreement (IGA) was negotiated with the Department of Revenue (DOR) by a consortium of city and town representatives along with assistance from the League of Arizona Cities and Towns. Additionally, several attorneys and tax experts from many cities and towns reviewed and commented on the language during the process, resulting in a document that provides the maximum level of information and assurances for the cities possible.

Local Transaction Privilege Tax (TPT) administration is governed by A.R.S. § 42-6001. This statute was recently modified for the purpose of tax simplification with the passage of House Bill 2111 in 2013 and House Bill 2389 in 2014. This statute now requires the DOR to administer the transaction privilege and use taxes imposed by all cities and towns and to enter into a new IGA with each city and town to reflect these changes and clearly define the working relationship between DOR and Arizona cities and towns.

This IGA intends to cover all aspects of administration after DOR takes over for all cities and towns, but it also includes language allowing self-collecting cities to continue their own tax and license programs until such time that DOR is able to perform the administrative functions documented in the statute. The Town of Florence is not self-collecting.

Although tax simplification will have the greatest impact on those cities and towns that are currently self-collecting local taxes, there are also considerable improvements for cities and towns in the State collection program, of which the Town of Florence is a part of, as a result of simplification, particularly in the form of receiving much more detailed taxpayer data.

The IGA covers all aspects of local tax administration. First and foremost, the IGA addresses confidentiality, including the authorized handling of confidential taxpayer information, expectations for the discreet use of taxpayer data to prevent unauthorized disclosure, and the process we will follow in the event of a disclosure. There is also clarified and simplified guidance on the use of aggregated taxpayer data for public reporting and analysis.

The IGA includes clear direction regarding the sharing of general taxpayer license information, legal interpretations and written guidance, rate and fee tables, and any other pertinent tax information that needs to be shared between the cities and towns and DOR.

Importantly, the IGA identifies exactly which license and tax return data fields must be provided by DOR, and identifies in detail a series of new reports DOR will soon provide to all cities, both of which will serve to greatly expand the data available to the city for analysis purposes.

The first changes related to tax simplification that went into effect were new rules dealing with auditing, which DOR and the cities began following in January 2015. The IGA formalizes both the concepts included in statute and the main concepts used in practice by auditors in the field.

Key factors include a commitment to audit for all jurisdictions whenever any audit is being done; the continued authority for any city or town to perform an audit of a taxpayer that is engaged in business only in their town; the general guidance that DOR will lead all multi-jurisdictional audits, coupled with the option for DOR to delegate actual audit performance to a city or town when circumstances indicate it would be the most efficient means of completing the audit.

The IGA also provides guidance for handling voluntary disclosure by taxpayers, closing agreements in lieu of litigation, and sets up the responsibilities and authorities of both parties in terms of code or statute interpretations and legal support for protests.

Most importantly, the new IGA provides for a formal review process using the new "State and Local Uniformity Group" made up of four city and four DOR tax experts who will work together to iron out any problems or conflicts between the cities and the State.

The terms of this IGA run on an annual basis from July 1, 2015 through June 30, 2016 and it renews automatically each year. Either party has the right to reopen and renegotiate the terms according to provisions within the agreement.

FINANCIAL IMPACT:

This agreement will not result in any budgetary impact to the City/Town.

STAFF RECOMMENDATION:

Approve the Intergovernmental Agreement with Arizona Department of Revenue.

ATTACHMENTS:

Intergovernmental Agreement with Appendices

Letter for AZ DOR terminating existing IGA with Town effective June 30, 2015

INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND THE TOWN OF FLORENCE, ARIZONA

THIS AGREEMENT is entered into this 15th day of June, 2015, by and between the Arizona Department of Revenue, hereinafter referred to as Department, and the Town of Florence, an Arizona municipal corporation, hereinafter referred to as Town. This Agreement shall supersede and replace all previous intergovernmental agreements, including amendments thereto, entered into by the Department and Town regarding the administration, collection, audit and/or licensing of transaction privilege tax, use tax, severance tax, jet fuel excise and use taxes and rental occupancy taxes imposed by the State, cities or towns.

RECITALS

WHEREAS, Title 11, Chapter 7, Article 3 (A.R.S. § 11-952) authorizes two or more public agencies to enter into intergovernmental agreements to contract for services, if authorized by their legislative or governing bodies.

WHEREAS, A.R.S. § 42-6001 et seq. was amended effective January 1, 2015 to provide that the Department shall collect and administer any transaction privilege and affiliated excise taxes imposed by any city or town in Arizona and that the Department and each city or town shall enter into an intergovernmental contract or agreement pursuant to A.R.S. § 11-952 to provide a uniform method of administration, collection, audit and licensing of transaction privilege and affiliated excise taxes imposed by the State, cities or towns.

WHEREAS, Town has taken appropriate action by ordinance, resolution or otherwise, pursuant to the laws applicable to the governing body of Town, to approve and authorize Town to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the Department and Town enter into this intergovernmental agreement as follows:

1. **Definitions**

- 1.1 **A.R.S.** means the Arizona Revised Statutes.
- 1.2 **Adoption of an Ordinance** means final approval by majority vote of the Town council.
- 1.3 **Audit** means a review to determine the correct amount of tax owed by a taxpayer and includes, but is not limited to, desk reviews and reviews of claims for refund.
- 1.4 **Closing Agreement** means an agreement to compromise or settle a tax liability.
- 1.5 **Confidential Information** means all such information as defined in A.R.S. § 42-2001.

- 1.6 Confidentiality Standards** means the standards set forth in Appendix A or such other written standards mutually agreed to by the Department and Town.
- 1.7 Federal Tax Information** means federal return or return information the Department receives from the Internal Revenue Service including any information created by the Department derived from that information. Documents obtained from a taxpayer or State records are not considered Federal Tax Information.
- 1.8 Model City Tax Code** means the document defined in A.R.S. § 42-6051. The official copy of the Model City Tax Code is published at modelcitytaxcode.az.gov.
- 1.9 Modification** means a change to an assessment required or authorized by statute.
- 1.10 Municipal Tax(es)** means transaction privilege and affiliated excise taxes, including use tax, severance tax, jet fuel excise and use tax, and rental occupancy tax, imposed by Town in accordance with the Model City Tax Code. Unless the context provides otherwise, this definition includes tax, license fees, penalties, interest and other similar charges.
- 1.11 State** means the State of Arizona.
- 1.12 State and Local Uniformity Group (“SLUG”)** means an advisory group comprised of four representatives from municipal taxing jurisdictions and four representatives of the Department as set forth in Section 13 below.
- 1.13 Taxpayer Information** means information protected from disclosure pursuant to Model City Tax Code § 510.

2. Disclosure of Information by Town to Department

- 2.1 Qualified Recipients of Information:** The Department shall provide a list of the names and job titles of Department employees authorized to request and receive Taxpayer Information from Town. The Department shall inform Town of any additions, deletions or changes to this list within fifteen calendar days after the change occurs and shall provide an updated list at least annually. This information shall be sent via email to Town at finance@florenceaz.gov. The Town will not disclose Taxpayer Information to a Department employee whose name is not included on this list. Town may contact the Department with any questions related to qualified recipients by contacting the Cities Unit at CitiesUnit@azdor.gov.
- 2.2 Use of Information:** Any Taxpayer Information released by Town to the Department may only be used by the Department for tax administration and collection purposes, and may not be disclosed to the public in any manner that does not comply with the Model City Tax Code. All Taxpayer Information shall be stored and destroyed in accordance with the Confidentiality Standards.
- 2.3 Municipal Ordinance:**

- (a) Town shall provide the Department with a copy of its Municipal Tax code or any Town ordinances imposing the taxes to be collected hereunder within ten calendar days of a request for such information from the Department. This information shall be sent via email to the Cities Unit at CitiesUnit@azdor.gov.
- (b) Town shall provide the Department with a copy of any ordinance adopted by Town after execution of this Agreement that imposes or modifies the Municipal Taxes to be collected hereunder, including a new or different tax rate as defined by A.R.S. § 42-6053(E), within ten calendar days of Adoption of an Ordinance. This information shall be sent via email to the Cities Unit at CitiesUnit@azdor.gov. No such ordinance shall take effect on a date other than the first day of the month that is at least sixty calendar days after Town provides notice to the Department unless Town and the Department agree otherwise. The Department shall add the change to the official copy of the Model City Tax Code within ten business days of receipt of notice from Town. Town is responsible for confirming the change has been made. Pursuant to A.R.S. § 42-6053(E)(2), changes in tax rates have no effect unless reflected in the official copy of the Model City Tax Code.
- (c) Within fifteen calendar days following the adoption of an annexation ordinance, one copy of the ordinance and notification of the effective date of such ordinance shall be sent to the Department via email at GIS@azdor.gov. Town shall also include with the notice a list of businesses Town knows to be located in the annexed area. The Department shall not be obligated to begin collection of Municipal Tax any sooner than the first day of the month that is at least sixty calendar days after the date the Department received notice from Town of the annexation.

2.4 Development and Impact Fees: Upon request, Town shall provide to the Department any information regarding development and impact fees to assist the Department with the auditing of taxpayers and billing and collection of taxes.

2.5 Audits: Upon request by the Department, Town shall allow inspections and copies of any Town tax audits.

2.6 Other Information: Town shall also provide other relevant information necessary for tax administration and collection purposes as requested by the Department.

2.7 Statutory Authority: The disclosure of confidential Town tax information is governed by Model City Tax Code Section 510.

3. Disclosure of Information by Department to Town.

3.1 Qualified Recipients of Information: Town shall provide a list of the names and job titles of Town employees and any independent auditors acting on behalf of Town authorized to receive Confidential Information. Town shall inform the Department of any additions, deletions or changes to this list within fifteen calendar

days after the change occurs and shall provide an updated list at least annually. This information shall be sent via email to the Cities Unit at CitiesUnit@azdor.gov. The Department will not disclose any Confidential Information to a Town employee or independent auditor whose name is not included on this list. The Department may contact Town with any questions related to qualified recipients by contacting the Town's Finance Director at finance@florenceaz.gov.

3.2 Suspension of Information: The Department will not withhold Confidential Information from Town so long as Town complies with A.R.S. § 42-2001 et seq. and the Confidentiality Standards.

- (a) If the Department has information to suggest Town, or any of its duly authorized representatives, has violated A.R.S. § 42-2001 or the Confidentiality Standards, the Department will send written notice to Town detailing the alleged breach as understood by the Department and requesting a response to the allegation within twenty calendar days of the date of the letter.
- (b) The Department will review the written response from Town and consider the information contained therein and all relevant circumstances surrounding the alleged violation before making a written determination as to whether a suspension of information is warranted and the length of the suspension.
- (c) If Town is dissatisfied with the Department's determination it may within ten calendar days, submit a written request to SLUG requesting the group review the determination.
- (d) If the Department has information to suggest Town has violated the Confidentiality Standards, the Department may inspect Town's records, facilities, and equipment to confirm whether there has been a violation.

3.3 Information to be Provided: Within the restrictions outlined in this Section, the Department shall provide all of the information detailed in Appendix B, which may be modified by the mutual agreement of the parties. The Department shall not provide Federal Tax Information to Town. In addition to the information detailed in Appendix B, Town may obtain upon request:

- (a) Inspections and/or copies of Department tax audits, including all information related to all cities and towns included in the tax audit; and
- (b) Other relevant information necessary for tax administration and collection purposes, including all information necessary to verify Town received all revenues collected by the Department on behalf of Town.

3.4 Storage and Destruction of Confidential Information: All Confidential Information provided by the Department to Town shall be stored, protected, and destroyed in accordance with the Confidentiality Standards.

3.5 Statutory Authority: The Department may disclose Confidential Information to Town pursuant to A.R.S. § 42-2003(H) if the information relates to a taxpayer who is or may be taxable by a county, city or town. Any Confidential Information released to Town:

- (a) May only be used for internal tax administration purposes as defined in A.R.S. § 42-2001(4); and
- (b) May not be disclosed to the public in any manner that does not comply with the Confidentiality Standards.

A.R.S. § 42-2003(H)(2) provides that any release of Confidential Information that violates the Confidentiality Standards will result in the immediate suspension of any rights of Town to receive taxpayer information pursuant to A.R.S. § 42-2003(H).

3.6 Specificity of Data: A.R.S. § 42-6001 provides that taxpayers shall file and pay Municipal Taxes to the Department if the Department has developed the electronic and nonelectronic tools necessary to capture data with sufficient specificity to meet the needs of all taxing jurisdictions, including specific data regarding each tax classification and any corresponding deductions at each business location of the taxpayer. Pursuant to A.R.S. § 42-5015, the electronic system utilized by the Department must be able to capture data with sufficient specificity to meet the needs of the taxing jurisdiction. The Department and Town agree that JT2 and TPT2 (as summarized in Appendix C) are required to meet the specificity needs of Town.

(a) Non-Program City/Town: If City/Town performed its own Municipal Tax administration, collection, and licensing prior to July 1, 2015, then if the Department is unable to commit by September 1, 2015 that the data detail behind the JT2 and TPT2 will be provided to City/Town beginning and from January 1, 2016, the following shall take place:

- (1) The term of the agreement entered into by the Department and City/Town pertaining to City/Town performing municipal licensing services on behalf of the Department shall be extended for one (1) year; and
- (2) All provisions in this Agreement pertaining to the administration, collection, and licensing of Municipal Taxes shall not go into effect until such time as the Department is able to meet the requirements of A.R.S. § 42-6001 and A.R.S. § 42-5015, however all language in this Agreement related to audit functions shall remain in full force and effect.

(b) Program Cities/Towns: If the Department performed Municipal Tax administration, collection and licensing for City/Town prior to July 1, 2015, then if the Department is unable to commit by September 1, 2015 that the data detail behind the JT2 and TPT2 will be provided to City/Town beginning and from January 1, 2016, the Department will continue to perform those functions. The continued provision of such service, however, shall not be deemed waiver of any legal rights or remedies afforded to City/Town including,

but not limited to, a failure to meet the requirements of A.R.S. § 42-6001 and A.R.S. § 42-5015.

4. Audit.

The Department shall administer the audit functions for Town in accordance with the following provisions.

4.1 **Training:** All auditors and supervisors shall be trained in accordance with the policies of the Department. Auditors who have not completed the training may only work in connection with a trained auditor and cannot be the only auditor assigned to the audit. The Department shall:

- (a) Provide audit training at least three times per year, or more frequently if there is a demonstrated need, and be responsible for its costs of the training and any associated materials;
- (b) Provide additional training when practical;
- (c) Notify Town of any training sessions at least thirty calendar days before the date of the training session;
- (d) Provide copies of State tax statutes, audit reference materials and audit procedures and manuals;
- (e) Permit Town auditors and supervisors to attend any scheduled training as space permits at designated training location; and
- (f) Provide additional training as needed to inform auditors and supervisors regarding changes in State law or Department policy.

4.2 **Conflict of Interest:** An auditor or supervisor trained and authorized to conduct an audit may not conduct any of the following prohibited acts:

- (a) Represent a taxpayer in any tax matter against the Department or Town while employed or in an independent contractor relationship with the Department or Town.
- (b) Attempt to use his/her official position to secure any valuable thing or valuable benefit for himself/herself or his/her family members.
- (c) Represent a taxpayer before the Department or Town concerning any matter in which he/she personally participated for a period of one year after he/she ends employment or the independent contractor relationship with the Department or Town.
- (d) Use information he/she acquires in the course of the official duties as an auditor or supervisor in a manner inconsistent with his/her official duties without prior written approval from the Department.

- (e) For a period of one year after he/she ends employment or an independent contractor relationship with the Department or Town, work in the same firm as a person who represents a taxpayer against the Department or Town unless the firm institutes formal barriers to prevent any sharing of information between the trained auditor or supervisor and the remainder of the firm.

The Department may revoke an individual's authority to audit and prohibit the use of any auditor or supervisor who violates this provision.

4.3 Audits and Refunds:

- (a) Town may conduct an audit of a taxpayer engaged in business only in Town. Before commencing such audit, Town shall notify the Department to ensure the taxpayer is not already scheduled for an audit. The Department will provide Town with a written response within fifteen calendar days of the notice from Town.
- (b) Except as permitted below, the Department shall conduct all audits of taxpayers having locations in two or more cities or towns. A Town auditor may participate in any audit Town requested the Department to perform.
- (c) Town shall notify the Department if it wants an audit of a taxpayer having locations in two or more Arizona cities or towns and whose primary business activity is in the following business classifications taxable by Town, but not a taxable activity under State law:
 - 1. Residential rentals;
 - 2. Commercial rentals;
 - 3. Speculative Builders; or
 - 4. Advertising.

The Department will authorize such audits, to be overseen by the Department, unless there is already an audit of the taxpayer scheduled, or the Department determines the audit selection is discriminatory, an abuse of process or poses other similar defects. The Department will notify Town of its determination within thirty calendar days. No initial audit contact may occur between Town and a taxpayer until the Department approves the audit notice.

- (d) Town may request the Department conduct an audit of a taxpayer having locations in two or more Arizona cities or towns and whose primary business is subject to both city and state tax. The request must be made using the Department's audit request form. Copies of the form can be obtained from the Department's TPT Hub Unit at HubUnit@azdor.gov. The Department shall notify Town of the decision regarding the request within thirty calendar days of receipt of the request.

- (e) The Department may deny a request for an audit for the following reasons:
 - 1. An audit is already scheduled or planned for the taxpayer within six months of the request;
 - 2. The requested audit would interfere with strategic tax administration planning;
 - 3. The audit selection is discriminatory, an abuse of process or poses other similar defects;
 - 4. The request lacks sufficient information for the Department to determine whether it is appropriate;
 - 5. The Taxpayer was audited within the previous two years;
 - 6. The Department lacks sufficient resources to conduct the audit; or
 - 7. The scope or subject of the audit does not justify the use of Department resources.
- (f) If the Department denies a request to conduct an audit because it either lacks resources to conduct the audit itself or the scope or subject of the audit does not justify the use of Department resources then Town shall notify the Department if it wants to conduct the audit under the supervision of the Department. No initial audit contact may occur between Town and a taxpayer until the Department appoints someone to supervise the audit.
- (g) Any decision by the Department denying Town's request to conduct any audit may be referred to SLUG in accordance with Section 13 of this Agreement.
- (h) All audits conducted by Town shall be in accordance with standard audit procedures defined in the Department audit manual. All auditors shall be trained in accordance with Section 4.1 above.
- (i) The Department may appoint a manager to supervise any audit conducted by Town.
- (j) All audits shall include all taxing jurisdictions in the State regardless of which jurisdiction's auditors participate in the audit. All desk reviews must include all taxing jurisdictions for which there is information available.
- (k) The Department shall issue all audit assessments on behalf of all taxing jurisdictions in a single notice to the taxpayer.
- (l) The Department shall issue Modifications to audit assessments on behalf of all taxing jurisdictions in a single notice to the taxpayer.

4.4 Claims for Refund:

- (a) When a taxpayer files a request for refund, including refunds requested by filing amended returns, the Department shall process the request and review it for mathematical errors or for the failure of the taxpayer to properly compute the tax based on the taxable income reported on the return or refund request.
- (b) The Department will notify Town of all refund requests that are processed involving Town's Municipal Taxes within thirty calendar days of processing the refund. Town may request an audit of the taxpayer as set forth in Section 4.3 above. .
- (c) The Department may assign an auditor to review requests for refunds. The Department will notify Town, within thirty calendar days of initiating a review, of all refunds under review by an auditor pertaining to a taxpayer who engages in business within Town's taxing jurisdiction and may request that Town assign an auditor to assist with such reviews.
- (d) Town is responsible for payment of all amounts to be refunded to taxpayers for Municipal Tax incorrectly paid to Town. The Department may offset a remittance to Town under this Agreement to cover the amounts of allowed refunds. If there are insufficient funds available to pay the refund, Town must pay the Department within sixty days of written demand from the Department.
- (e) The Department shall issue refund approvals/denials on behalf of all taxing jurisdictions in a single notice to the taxpayer. Town may request copies of such determinations.

4.5 Protests: Taxpayer protests of audit assessments and desk review assessments and refund denials shall be directed to the Department. Appeals of audit assessments, desk review assessments and refund denials shall be administered pursuant to Title 42, Chapter 1, Article 6, Arizona Revised Statutes. Upon request, the Department shall notify Town of any appeals within 30 days of receipt of the protest.

4.6 Notice of Resolution: The Department shall notify Town when a protest is resolved, including information concerning the resolution of the protest, within 30 days after the resolution of a protest.

4.7 Status Reports: The Department shall keep SLUG apprised of the status of each protested matter involving the imposition of Municipal Taxes. Town may request to be on a distribution list for monthly status reports by contacting the Department's Cities Unit.

5. Voluntary Disclosure Agreements

The Department may enter into a voluntary disclosure agreement with a taxpayer. A voluntary disclosure agreement may limit the years subject to audit and waive penalties. Town may

request to be kept informed of voluntary disclosure agreements involving Town Municipal Tax. If Town makes that request, the Department will notify Town of the Department's intent to enter into an agreement and the Department will provide the taxpayer's identity within thirty calendar days of disclosure. Town may request an audit of a taxpayer subject to a voluntary disclosure agreement pursuant to Section 4.3 above.

6. License Compliance

6.1 License Issuance and Renewal: The Department shall issue new Municipal Tax licenses and renew such licenses for Town Municipal Tax. The Department of Revenue shall provide Town with information about all persons obtaining and renewing tax licenses as set forth in Appendix B.

6.2 License Checks: The Department and Town shall coordinate efforts to conduct tax license compliance checks through canvassing and other compliance methods.

6.3 Confidentiality: Any tax license information Town obtains from the Department is considered Confidential Information and may only be disclosed as authorized by A.R.S. § 42-2003. Any tax license information Town obtains through its own efforts may be disclosed as allowed by applicable Town laws.

6.4 Changes to License Fees: Within fifteen calendar days following the Adoption of an Ordinance (or official acknowledgment of approval of an ordinance by voters in an election of a charter city) issuing or modifying a tax license fee, one copy of the ordinance and notification of the effective date of such ordinance shall be sent to the Department via email at CitiesUnit@azdor.gov. The Department shall not be obligated to begin collection of the new or modified fee any sooner than sixty calendar days after the date the Department received the ordinance from Town. Notice of an ordinance concerning a renewal tax license fee must be received by the Department by July 31 in order to be collected the following calendar year.

7. Closing Agreements

7.1 Approval - The Department shall notify Town before entering into a Closing Agreement related to the tax levied and imposed by Town. The Department shall seek approval from either Town or SLUG before entering into such Closing Agreement. If the Closing Agreement concerns only Town, then the Department will attempt to obtain approval from Town first, and will only seek approval from SLUG if Town is unresponsive or the Department and Town cannot reach an agreement. Approval and notice is not required for Modifications of assessments.

7.2 Litigation - During the course of litigation, the Department shall seek a range of settlement authority from Town or SLUG, unless the circumstances prevent such action. The Department may also request a telephonic meeting of SLUG if time and circumstances require immediate action.

8. Responsibility for Representation in Litigation.

- 8.1 Administrative Proceedings:** The Department shall be responsible for coordinating the litigation and defending the assessment or refund denial in any administrative appeals before the Office of Administrative Hearings or the Director of the Department regardless of who conducted the audit. The Department shall be reasonably diligent in defending the interests of Town and Town shall assist in such representation as may be requested by the Department.
- 8.2 Further Appeals:** The Arizona Attorney General is responsible for defending the assessment or refund denial at the Board of Tax Appeals, the Arizona Tax Court and all higher courts. Town shall assist the Attorney General in such representation and litigation as requested by the Attorney General's Office.
- 8.3 Mutual Cooperation:** The Department and Town agree they shall cooperate in the appeal and litigation processes and shall ensure their auditors, supervisors, and other necessary employees are available to assist the Department and the Attorney General for informal interviews, providing documents and computer records, preparing for depositions, attending depositions and trial as witnesses, and assisting in trial/hearing preparation as needed.
- 8.4 Administrative Decisions:** The Department shall provide a copy of any and all administrative hearing level decisions, including Director's decisions issued by the Department to all jurisdictions on a distribution list. Town may request to be on the distribution list by contacting the Department's Cities Unit. Administrative decisions are Confidential Information and must be stored and destroyed in accordance with the Confidentiality Standards.

9. Collection of Municipal Taxes

- 9.1 Tax Returns:** Taxpayers who are subject to Town Municipal Taxes shall pay such taxes to the Department. Tax payments shall be accompanied by a return prepared by taxpayer on a form prescribed by the Department.
- 9.2 Collection:** The Department shall collect any Municipal Tax imposed by Town recorded on the Department's tax accounting system. Amounts the Department collects for delinquent Town Municipal Tax accounts after the termination of this Agreement shall be forwarded to Town.
- 9.3 Remittance:** All amounts collected by the Department for Municipal Taxes under this Agreement shall be remitted to Town weekly on the basis of actual collections. The Department shall initiate the electronic payment by noon on the Monday after the end of the week in which the collections were made. Remittance shall be made in the form of immediately available funds transferred electronically to the bank account designated by Town.

- 9.4 Abatement:** The Department, with the approval of the Attorney General, may abate tax under certain circumstances. During the ordinary course of business, the Department may determine for various reasons that certain accounts shall be closed or cancelled. The Department shall seek input from Town or SLUG before abating tax or closing accounts. The Department may request a telephonic meeting of SLUG if time and circumstances require immediate action.
- 9.5 Funds Owed to Town:** At all times and under all circumstances payments remitted by a taxpayer to the Department for Town Municipal Taxes will be considered property of Town. The Department may not retain or fail to remit such funds to Town for any reason not specifically set forth in this Agreement including, but not limited to, during the course of a dispute between Town and the Department.

10. Financing Collection of Taxes.

The costs incurred by the Department in administering this Agreement shall be financed through the State general fund appropriation to the Department.

11. Inter-Jurisdictional Transfers.

All inter-jurisdictional transfers of Municipal Tax monies by the Department shall be handled in the following manner:

- 11.1 Requests:** Requests for inter-jurisdictional transfers shall be made to the Department. The Department will review the request and will not automatically accept the request.
- 11.2 Notice:** The Department shall notify Town and any other city or town implicated in the requested transfer a minimum of thirty calendar days prior to any inter-jurisdictional transfer of money.
- 11.3 Dispute Resolution:** Any city or town subject to an inter-jurisdictional transfer shall resolve any dispute over the allocation of the tax in accordance with A.R.S. § 42-6003 and the Department shall transfer the funds subject to an inter-jurisdictional transfer in accordance with the agreed upon allocation in a timely manner.

12. Educational Outreach.

Town may conduct, at its own expense, educational outreach to taxpayers who are conducting business activities within Town's taxing jurisdiction concerning the Model City Tax Code and the collection and administration of Municipal Taxes. Educational outreach shall be consistent

with applicable law and Department written guidance. Upon request, Town shall provide information to the Department concerning such educational outreach efforts.

13. SLUG.

The Department shall create an advisory group to help resolve issues

- 13.1 Members:** The members shall consist of four seats representing municipal taxing jurisdictions and four seats representing the Department. Member seats may be split so some people fill the position for only certain issues, such as audit selection or collection abatement. There shall also be a list of alternate members, who may be asked by a regular member who is unable to attend a meeting to take that member's place at a SLUG meeting.
- 13.2 Selection:** The Director of the Department shall appoint people to serve as members of SLUG. Municipal taxing jurisdictions shall nominate members from municipal taxing jurisdictions. All members shall serve for a period of one year unless they resign at an earlier date. Members may be appointed to serve consecutive terms. Members appointed to fill vacancies shall serve for the time remaining on the term.
- 13.3 Meetings:** SLUG shall meet on a regular basis and at least monthly unless the members agree to cancel the meetings due to a lack of agenda items. It can schedule additional meetings as necessary to timely discuss issues presented. Alternate members may attend meetings, but cannot participate in any discussion or voting, unless filling the seat of a regular member.
- 13.4 Issues:** Town may refer issues to SLUG involving the following:
- (a) Decisions by the Department to not audit a taxpayer;
 - (b) Amendments to Department audit procedures or manuals;
 - (c) Closing Agreements or a range of settlement authority;
 - (d) Abatement or account closure in collections;
 - (e) Suspension of disclosure of information from the Department; and
 - (f) Other issues as authorized by the Director of the Department or agreed upon by the parties.
- 13.5 Recommendations:** SLUG shall make recommendations to the Director of the Department. If the recommendation is approved by at least five members of SLUG, the Director will accept the recommendation of SLUG. If SLUG cannot

reach a recommendation agreeable to at least five members of the group, the Director may act as he deems to be in the best interests of all parties.

13.6 Voting: Voting shall be by secret ballot.

13.7 Procedures: **SLUG** may develop procedures concerning the operation of the group as long as they are not inconsistent with this Agreement.

14. Funding of Additional Auditors by Town.

14.1 Funding: At the sole discretion of Town, Town may contribute funding to the Department to pay for additional auditors to assist the Department in the performance of audits of Municipal Tax owed to Town. Such additional auditors funded by Town shall at all times be deemed to be employees of the Department and under no circumstances shall be deemed to be employees or agents of Town. It is the parties' intention that Town funding be used to increase the capabilities of the Department to perform Municipal Tax audits and not to subsidize or replace State funding required for audit and collection of taxes.

14.2 Use of Funds: Town funding for additional auditors under this Section shall be used to fund the auditors' salaries and employee related expenses and shall not be used to pay for Department office space, utilities, equipment, supplies, or similar kinds of overhead.

14.3 Pool of Funds: The Department may pool any Town funding with any other similar funding provided by other municipal taxing jurisdictions to pay for additional auditors. The Department shall separately account for such funds in its annual budget.

14.4 Accounting: The Department shall provide an annual accounting to Town, by August 31 each year describing how Town funding was used during the prior fiscal year.

15. Satellite Offices for Department Auditors.

15.1 Funding: Town, at its own expense and at its sole discretion, may provide one or more satellite offices and associated amenities for use by Department employees to provide audit and/or customer service to taxpayers. Use of such facilities by Department employees shall be at the sole discretion of the Department. Nothing in this section shall require the Department to make use of such facilities provided by Town.

15.2 Requirements: Any Department employee using a Town satellite office must meet reasonable requirements of Town related to the use of the facility. Town shall be responsible for notifying the Department of any concerns, and the

Department shall be responsible for taking appropriate actions to resolve those concerns.

15.3 Termination: Once a satellite office is established, Town shall provide at least 180 calendar days written notice to the Department prior to the termination or relocation of a satellite office. The Department may discontinue the use of a satellite office at any time upon notice to Town and shall promptly remove all Department property.

15.4 License: All requirements of Town and the Department related to the satellite office shall be outlined in a mutually acceptable form of license and subject to separate approval.

16. Non-availability of Funds.

Every payment obligation of the Department and the Town pursuant to this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation, except for the rendering of funds to Town paid by a taxpayer for Municipal Taxes or tax license fees of Town. If funds are not appropriated, allocated and available or if the appropriation is changed resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated at the end of the period for which 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 or for any damages as a result of termination under this Section. The termination of this Agreement shall not entitle the Department to retain any Municipal Tax collected on behalf of Town pursuant to this Agreement.

17. Waiver.

Nothing in this Agreement should be interpreted as Town relinquishing its legal rights under the Arizona Constitution or other applicable law, nor that Town is conceding the administration and collection of its Municipal Tax is not of a local interest or should not be under local control.

18. Cancellation

The requirements of A.R.S. § 38-511 apply to this Agreement. The Department or Town may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Department or Town is, at any time while this Agreement or any extension is in effect, an employee, agent or consultant of the other party with respect to the subject matter of this Agreement.

19. Notice.

- (a) When any Notice to Town is required under the terms of this Agreement, such Notice shall be mailed to Town at the following address, directed to the attention of:

Town of Florence
Attn: Town Manager
PO Box 2670
775 N. Main Street
Florence, AZ 85132

- (b) When any Notice to the Department is required under the terms of this Agreement, such Notice shall be mailed to:

Arizona Department of Revenue
Attn: Director, Division Code 20
1600 W. Monroe
Phoenix, AZ 85007

Notice to the Department's Hub Unit or City Unit may be mailed to:

Arizona Department of Revenue
Division Code 16
1600 W. Monroe
Phoenix, AZ 85007

20. Non-discrimination.

The Department and Town shall comply with Executive Order 2009-9, which mandates all persons, regardless of race, color, religion, sex, age, or national origin, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Department and /Town shall take affirmative action to ensure applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

21. Compliance with Immigration Laws and A.R.S. § 41-4401.

- 21.1** The Department and Town shall comply with all Federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214(A) which reads in part: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program."
- 21.2** A breach of compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and may be grounds for the immediate termination of this Agreement.

- 21.3** The Department and Town retain the legal right to inspect the papers of any employee who works on the Agreement to ensure the Department and Town is complying with the applicable Federal immigration laws and regulations and State statutes as set forth above.

22. Audit of Records.

Town and the Department shall retain all data, books, and other records (“Records”) relating to this Agreement for at least six (6) years (a) after termination of this Agreement, and (b) following each annual renewal thereof. All Records shall be subject to inspection by audit by the State at reasonable times. Upon request, the Department and Town shall produce any or all such records. This Agreement is subject to A.R.S. §§ 35-214 and -215.

23. Amendments.

Any amendments to or modifications of this Agreement must be executed in writing in accordance with the provisions of this Agreement.

24. Mutual Cooperation.

In the event of a disagreement between the parties with regard to the terms, provisions and requirements of this Agreement or in the event of the occurrence of any circumstances bearing upon or affecting this Agreement, parties hereby agree to mutually cooperate in order to resolve the said disagreement or deal with the said circumstance.

25. Arbitration.

To the extent required by A.R.S. § 12-1518(B) and as provided for in A.R.S. § 12-133, the parties agree to resolve any dispute arising out of this Agreement by arbitration. The parties agree that any lawsuit filed by Town relating to the issues outlined in Section 17 of this Agreement is not considered to be a dispute arising out of this Agreement.

26. Implementation.

The implementation and execution of the provisions of this Agreement shall be the responsibility of the Director of the Department or his representative and the Mayor his/her designee, or another party with designated authority pursuant to applicable law or Town charter on behalf of Town.

27. Limitations.

Nothing in this Agreement shall be construed as limiting or expanding the statutory responsibilities of the parties in performing functions beyond those granted to them by law, or as requiring the parties to expend any sum in excess of their appropriations.

28. Duration.

- 28.1 The term of this Agreement shall be from July 1, 2015 through June 30, 2016. This Agreement shall automatically be renewed for successive one year terms thereafter unless either party shall terminate this Agreement by notice, in writing, no later than sixty calendar days prior to the expiration of the term then in effect.
- 28.2 If State legislation enacted subsequent to the date of this Agreement substantially affects the performance of this Agreement by either party or substantially diminishes the benefits either party would receive under this Agreement, either party may then terminate this Agreement by giving at least thirty calendar days' notice to the other party. The termination will become effective immediately upon the expiration of the notice period unless otherwise agreed to by the parties.
- 28.3 Notwithstanding any provision to the contrary herein, both parties may by mutual agreement provide for the termination of this contract upon such terms and at such time as is mutually agreeable to them.
- 28.4 Any notice of termination shall be mailed and served on the other party in accordance with Section 19 of this Agreement.
- 28.5 During the term of this Agreement, the terms and conditions of this Agreement will undergo an annual review to be completed no later than March 1st of each year. The review will be performed by a committee made up of equal parts representatives of the Department and representatives of the municipal taxing jurisdictions entering into an IGA with the Department for the administration and collection of Municipal Taxes.

29. Choice of Law.

The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Agreement, and any disputes arising from this Agreement.

30. Entire Agreement.

This document, including other documents referred herein, and any approved subcontracts, amendments and modifications made thereto, shall constitute the entire Agreement between the parties and shall supersede all other understandings, oral or written.

31. Signature Authority.

- 31.1 By signing below, the signer certifies he or she has the authority to enter into this Agreement on behalf of his or her respective party, and he or she has read the foregoing and agrees to accept the provisions herein on said party's behalf.

31.2 This Intergovernmental Agreement may be executed in counterpart.

Signature _____ Date _____	Signature _____ Date _____
Typed Name and Title Tom Rankin, Mayor	Typed Name and Title
Entity Name Town of Florence	Entity Name
Address PO Box 2670, N. Main Street	Address
City State Zip Florence AZ 85132	City State Zip
RESERVED FOR THE ATTORNEY GENERAL:	RESERVED FOR TOWN ATTORNEY:
<p>This agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Arizona Department of Revenue represented by the Attorney General.</p> <p style="text-align: center;">MARK BRNOVICH The Attorney General</p> <p>_____ Signature Assistant Attorney General</p> <p>Date: _____</p>	<p>APPROVED AS TO FORM AND AUTHORITY:</p> <p>BY: _____ TOWN ATTORNEY</p> <p>Date: _____</p>
	<p>ATTEST:</p> <p>BY: _____ TOWN CLERK</p> <p>Date: _____</p>

APPENDIX A

ARIZONA DEPARTMENT OF REVENUE CONFIDENTIALITY REQUIREMENTS

1. Confidential Information

- 1.1 Confidential Information is defined in A.R.S. § 42-2001. Confidential Information may not be disclosed except as provided by statute. A.R.S. § 42-2001(B).
- 1.2 License information obtained from the Department of Revenue is Confidential Information and may only be disclosed as authorized by A.R.S. § 42-2003. License information obtained from other sources is not Confidential Information.
- 1.3 Information about a taxpayer's identity obtained from the Department of Revenue is Confidential information and may only be disclosed as authorized by A.R.S. § 42-2003. Identity information obtained from other sources is not Confidential Information.
- 1.4 Confidential Information includes information about a single taxpayer and also aggregated information about a group of identified or identifiable taxpayers. Aggregated information from fewer than three taxpayers in a grouping on a statewide basis or fewer than ten taxpayers in a grouping for an area that is less than state level (city or town) may be Confidential Information. Such information may not be released unless the Town Administrator reviews the relevant information concerning the aggregate data and makes a determination in writing that the aggregate data does not reveal information about any specific taxpayer. Such determination should take into consideration the following:
 - a. The proportionality of the tax information applicable to individual members of the group of taxpayers; no individual taxpayer's information should be discernable due to its relative size/taxable sales, compared to other members of the group;
 - b. The total aggregated tax information; the aggregate information cannot allow viewers to draw conclusions about individual taxpayers (e.g., there are 6 car dealers in the city and the total aggregate sales were \$900,000 and none of them reported individual sales above the \$20,000 mark, which would have qualified for the lower tax rate on large purchases)
 - c. Any other factor that could cause the aggregate data to be used to determine information specific to a single taxpayer.

2. Protecting Information

- 2.1 City/Town must identify all places, both physical and logical, where Confidential Information is received, processed and stored and create a plan to adequately secure those areas.

- 2.2 Confidential Information must be protected during transmission, storage, use, and destruction. Town must have policies and procedures to document how it protects its information systems, including Confidential Information contained therein. An example of appropriate protection standards is set forth in National Institute of Standards and Technology Special Publication 800-53. The publication may be found at <http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf>
- 2.3 Employees are prohibited from inspecting information unless they have a business reason for the information. Browsing information concerning friends, neighbors, family members, or people in the news is strictly prohibited.
- 2.4 All removable media, including paper and CDs, containing Confidential Information must be secured when not in use and after normal business hours by placing all materials in a locked drawer or cabinet. During use, Confidential Information must be protected so that it is not visible to members of the public or anyone without a business need for the information.
- 2.5 All individuals accessing or storing Confidential Information from an alternative work site must enter into a signed agreement that specifies how the Confidential Information will be protected while at that site. Only trusted employees shall be permitted to access Confidential Information from alternative sites. Confidential Information may not be accessed while in public places such as restaurants, lounges, or pools.
- 2.6 Confidential Information may not be sent outside the local area network by unencrypted email. Town is responsible for ensuring in-flight email communications containing Confidential Information are sent through a secure process. This may include encryption of the email message, a secure mailbox controlled by Town, an encrypted point-to-point tunnel between the correspondents or use of Transport Layer Security (TLS) between correspondents. The acceptable encryption algorithms are set forth in the standards attached as Exhibit 1, which may be updated to accommodate changed technology.
- 2.7 Confidential Information may not be discussed in elevators, restrooms, the cafeteria, or other public areas. Terminals should be placed in such a manner that prohibits public viewing of Confidential Information.
- 2.8 When transporting confidential materials the materials should be covered so that others cannot see the Confidential Information. When sending Confidential Information by fax a cover sheet should always be used.
- 2.9 Any person with unsupervised access to Confidential Information shall receive training on the confidentiality laws and requirements to protect such information before being given access to such Information and annually thereafter. They must sign certificates after the training acknowledging that they understand their responsibilities. Town must keep records to document this training and certification.

3. Disclosure of Information

- 3.1 Confidential Information may only be disclosed as permitted by A.R.S. § 42-2003.
- 3.2 Confidential Information is confidential by statute and, therefore, does not have to be disclosed in response to a public records request. A state agency may deny inspection of public records if the records are confidential by statute. *Berry v. State*, 145 Ariz. 12, 13 699 P.2d 387, 388 (App. 1985).
- 3.3 A taxpayer may designate a person to whom Confidential Information may be disclosed by completing a Department of Revenue Form 285, or such other form that contains the information included in the Form 285. Town may contact the Department of Revenue's Disclosure Officer if there are any questions concerning this requirement.

Disposal of Information

- 4.1 All removable media containing Confidential Information must be returned to the Department of Revenue or sanitized before disposal or release from the control of City/Town.
- 4.2 Confidential Information may be destroyed by shredding or burning the materials when no longer needed. Confidential Information may not be disposed of by placing the materials in the garbage or recycle bins. Destruction of Confidential Information may be performed by a third party vendor. Town must take appropriate actions to protect the Confidential Information in transit and storage before it is destroyed, such as periodic inspections of the vendor.
- 4.3 Computer system components and devices such as copiers and scanners that have been used to store or process Confidential Information may not be repurposed for non-tax administration uses unless the memory or hard drive of the device is sanitized to ensure under no circumstances Confidential Information can be restored or recovered.

EXHIBIT 1

ENCRYPTION STANDARDS

1.0 Acceptable Encryption Algorithms – The following encryption algorithms are considered acceptable for use in information systems to protect the transmission or storage of Confidential Information and system access.

1.1.1 Acceptable Security Strength – the security strength of an encryption algorithm is a projection of the time frame during which the algorithm and the key length can be expected to provide adequate security. The security strength of encryption algorithms is measured in bits, a measure of the difficulty of discovering the key.

a. The current minimum key strength for Confidential Information is 112 bits.

1.1.2 Symmetric Encryption Algorithms – The following symmetric encryption algorithms are considered acceptable for use.

Algorithm	Reference	Acceptable Key Strengths
Advanced Encryption Standard (AES)	FIPS 197	128, 192 or 256 bits
Triple Data Encryption Algorithm (TDEA) (three key 3DES)	SP 800-67	168 bits

1.1.3 Key Agreement Schemes – The following key agreement schemes are considered acceptable for use

Key Agreement Scheme	Reference	Acceptable Key Strengths	
		Finite Fields	Elliptical Curves
Diffie-Hellman (DH) or MOV	SP 800-56A	P = 2048	N: 224-255 and H=14 N: 256-383 and H=16
	SP 800-135	Q = 224 or 256	N: 384-511 and H=24 N: 512+ and H=32
RSA – based	SP 800-131A	N = 2048	

1.1.4 Hash Functions – The following hash functions are considered acceptable for use

Digital Signature Generation	Digital Signature Verification	Non-digital signature generation applications
SHA-224	SHA-224	SHA-1
SHA-256	SHA-256	SHA-224
SHA-384	SHA-384	SHA-256

SHA-512	SHA-512	SHA-384 SHA-512
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1.1.5 Digital Signature Algorithms – The following digital signature algorithms are considered acceptable for use.

Digital Signature Algorithm	FIPS Publication	Digital Signature Generation Settings	Digital Signature Verification Settings	Relative Strengths
Digital Signature Standard (DSA)	FIPS 186-4	$p \geq 2048$ $q = 224$	$p \geq 2048$ $q = 224$	≥ 112 bits
RSA Digital Signature	FIPS 186-4	2048	2048	≥ 112 bits
ECDSA	FIPS 186-4	224	224	≥ 112 bits

1.1.6 Message Signature Algorithms – The following digital signature algorithms are considered acceptable for use.

Hash Algorithms	Hash Generation	Hash Verification
HMAC	≥ 112 bits	≥ 112 bits
CMAC	AES, 3DES	AES, 3DES
CCM and GCM/GMAC	AES	AES

APPENDIX B

From the effective date of this Agreement until the new functionalities set forth below are implemented, the Department of Revenue will provide the following reports:

City Payment Journal Detail;
City Payment Journal Summary;
New License Report

Within 30 days after the first month's implementation of the JT2, the Department of Revenue will provide a new License Report and License Update Report containing at least the following fields:

NEW LICENSE REPORT AND LICENSE UPDATE REPORT

Fields displayed:

- Region Code
- Run Date
- Report Start Date
- Report End Date
- Update Date
- ID Type
- ID
- Account ID
- Entity Name
- Ownership Type
- License ID
- OTO/Applied For indicator
- Bankruptcy Indicator
- Filing Frequency
- Issue Date
- Account Start Date
- Business Start Date
- Arizona Start Date
- Doc Loc Nbr
- Accounting Method
- Close Date
- Close Code
- Business Description
- NAICS1
- NAICS2
- NAICS3
- NAICS4
- Mailing Street1
- Mailing Street2
- Mailing Street3
- Mailing City

- Mailing State
- Mailing ZIP
- Mailing Country
- Mailing Phone Number
- Mailing Address Add date
- Mailing Address End Date
- Audit Street1
- Audit Street 2
- Audit Street 3
- Audit City
- Audit State
- Audit Zip
- Audit Country
- Audit Phone Number
- Audit Address Add Date
- Audit Address End Date
- Location Code
- Business Codes
- Location Name (DBA)
- Number of Units
- Location Street 1
- Location Street 2
- Location Street 3
- Location City
- Location State
- Location Zip
- Location Country
- Location Phone Number
- Location Start Date
- Location End Date
- Primary Location Street 1
- Primary Location Street 2
- Primary Location Street 3
- Primary Location City
- Primary Location State
- Primary Location Zip Code
- Primary Location Country
- Primary Location Phone Number
- Primary Location Start Date
- Primary Location End Date
- Owner Name
- Owner Title
- Owner Name 2
- Owner Title 2
- Owner Name 3
- Owner Title 3

Within 30 days of the implementation of the TPT2, the Department of Revenue will provide the following reports with at least the fields indicated below:

CITY PAYMENT JOURNAL

- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Period End Date
- Payment received date
- Return received date
- Payment process date
- Return process date
- Filing Frequency
- License ID
- Entity Name
- Location Code
- Location Name (DBA)
- Location Street 1
- Location Street 2
- Location Street 3
- Location City
- Location State
- Location Zip
- Location Country
- NAICS
- Business Code
- Doc Loc Nbr
- Pmt Loc Nbr
- Gross Receipts
- Total Deductions
- Tax or Fee Collected
- P & I Collected
- Audit Collections
- Tran Type
- Tran Subtype
- Rev Type

CITY PAYMENT JOURNAL SUMMARY

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Business Code
- Number of Accounts

- Collections

Within 30 days after the first month's implementation of the TPT2, the following reports with at least the fields indicated below:

NO MONEY REPORT

- Region Code
- GL Accounting Period
- Period End Date
- Payment received date
- Return received date
- Payment process date
- Return process date
- Filing Frequency
- License ID
- Entity Name
- Location Code
- Location Name (DBA)
- Location Street 1
- Location Street 2
- Location Street 3
- Location City
- Location State
- Location Zip
- Location Country
- NAICS
- Business Code
- Doc Loc Nbr
- Pmt Loc Nbr
- Gross Receipts
- Total Deductions
- Tax or Fee Collected
- P & I Collected
- Audit Collections
- Tran Type
- Tran Subtype

DEDUCTION REPORT

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Period End Date
- License ID
- Entity Name

- Location Code
- Location Name (DBA)
- Business Code
- Doc Loc Nbr
- Deduction Code
- Deduction Amount
- Tran Type
- Tran Subtype
- Rev Type

Within 30 days after taxes (subject to fund distributions) are collected, the Department of Revenue will provide the following report with at least the fields indicated below:

FUND DISTRIBUTION REPORT

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Period End Date
- Payment Received Date
- Return Received Date
- Payment Processed Date
- Return Processed Date
- License ID
- Entity Name
- Location Code
- Location Name (DBA)
- Business Code
- Doc Loc Nbr
- Fund Allocation Code
- Amount Distributed

FUND DISTRIBUTION SUMMARY REPORT

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Fund Allocation Code
- Amount Distributed


ARIZONA JOINT TAX APPLICATION (JT-2)



License & Registration
ARIZONA DEPARTMENT OF REVENUE
PO BOX 29032
Phoenix, AZ 85038-9032

IMPORTANT! Incomplete applications WILL NOT BE PROCESSED.

- Please read form instructions while completing the application. Additional information and forms available at www.azdor.gov
- Required information is designated with an asterisk (*).
- Return completed application AND applicable license fee(s) to address shown at left.
- For licensing questions regarding transaction privilege tax, call Taxpayer Information & Assistance: (602) 542-4576

**You can file and pay for
this application online
at www.AZTaxes.gov.** 
It is fast and secure.

SECTION A: Business Information

1* Federal Employer Identification No. or Social Security No. <i>if sole proprietor without employees</i>		2* License Type – <i>Check all that apply:</i> <input type="checkbox"/> Transaction Privilege Tax (TPT) <input type="checkbox"/> Use Tax <input type="checkbox"/> Withholding/Unemployment Tax <i>(if hiring employees)</i> <input type="checkbox"/> TPT for Cities ONLY	
3* Type of Organization/Ownership – <i>Tax exempt organizations must attach a copy of the Internal Revenue Service's letter of determination.</i> <input type="checkbox"/> Individual/Sole Proprietorship <input type="checkbox"/> Subchapter S Corporation <input type="checkbox"/> Government <input type="checkbox"/> Joint Venture <input type="checkbox"/> Corporation <input type="checkbox"/> Association <input type="checkbox"/> Estate <input type="checkbox"/> Receivership State of Inc. _____ <input type="checkbox"/> Partnership <input type="checkbox"/> Trust Date of Inc. <u>M,M,D,D,Y,Y,Y,Y</u> <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Limited Liability Partnership			
4* Legal Business Name			
5* Mailing Address – number and street		City	State
County/Region		ZIP Code	
6* Business Phone No. <i>(with area code)</i>		7 Email Address	
8 Fax Number <i>(with area code)</i>		9* Description of Business: <i>Describe merchandise sold or taxable activity.</i>	
10* NAICS Codes: Available at www.azdor.gov			
11* Did you acquire or change the legal form of an existing business? <input type="checkbox"/> No <input type="checkbox"/> Yes → You must complete Section F.		12* Are you a construction contractor? <input type="checkbox"/> No <input type="checkbox"/> Yes <i>(see bonding requirements)</i>	
BONDING REQUIREMENTS: Prior to the issuance of a Transaction Privilege Tax license, new or out-of-state contractors are required to post a Taxpayer Bond for Contractors unless the contractor qualifies for an exemption from the bonding requirement. The primary type of contracting being performed determines the amount of bond to be posted. Bonds may also be required from applicants who are delinquent in paying Arizona taxes or have a history of delinquencies. Refer to the publication, Taxpayer Bonds, available online at www.azdor.gov or in Arizona Department of Revenue offices.			
WITHHOLDING LICENSE ONLY			
13* Withholding Physical Location Number and street <i>(Do not use PO Box, PMB or route numbers)</i>		City	State
County/Region		ZIP Code	
Country		Country	

Continued on page 2 →

FOR AGENCY USE ONLY		
<input type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Revise <input type="checkbox"/> Reopen	ACCOUNT NUMBER	DLN
	START	TRANSACTION PRIVILEGE TAX
	S/E DATE	WITHHOLDING / SSN / EIN
	COMPLETED DATE	EMPLOYEE'S NAME
	LIABILITY	LIABILITY ESTABLISHED

CASHIER'S STAMP ONLY. DO NOT MARK IN THIS AREA.

Name (as shown on page 1)	FEIN or SSN (as shown on page 1)
---------------------------	----------------------------------

SECTION B: Identification of Owners, Partners, Corporate Officers Members/Managing Members or Officials of this Employing Unit

If you need more space, attach Additional Owner, Partner, Corporate Officer(s) form available at www.azdor.gov. If the owner, partners, corporate officers or combination of partners or corporate officers, members and/or managing members own more than 50% of or control another business in Arizona, attach a list of the businesses, percentages owned and unemployment insurance account numbers or provide a Power of Attorney (Form 285) which must be filled out and signed by an authorized corporate officer.

Owner 1	*Social Security No.	*Title	*Last Name	First Name	Middle Intl.
	*Street Address		*City	*State	* % Owned
	*ZIP Code	*County	*Phone Number (with area code)	*Country	
Owner 2	*Social Security No.	*Title	*Last Name	First Name	Middle Intl.
	*Street Address		*City	*State	* % Owned
	*ZIP Code	*County	*Phone Number (with area code)	*Country	
Owner 3	*Social Security No.	*Title	*Last Name	First Name	Middle Intl.
	*Street Address		*City	*State	* % Owned
	*ZIP Code	*County	*Phone Number (with area code)	*Country	

SECTION C: Transaction Privilege Tax (TPT)

1* Date Business Started in Arizona M, M, D, D, Y, Y, Y, Y	2* Date Sales Began M, M, D, D, Y, Y, Y, Y	3 What is your anticipated annual income for your first twelve months of business?
4 Filing Frequency <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Seasonal <input type="checkbox"/> Annual If seasonal filer, check the months for which you intend to do business: <input type="checkbox"/> JAN <input type="checkbox"/> FEB <input type="checkbox"/> MAR <input type="checkbox"/> APR <input type="checkbox"/> MAY <input type="checkbox"/> JUN <input type="checkbox"/> JUL <input type="checkbox"/> AUG <input type="checkbox"/> SEP <input type="checkbox"/> OCT <input type="checkbox"/> NOV <input type="checkbox"/> DEC		
5 Does your business sell tobacco products? <input type="checkbox"/> Yes → <input type="checkbox"/> Retailer OR <input type="checkbox"/> Distributor	6 TPT Filing Method <input type="checkbox"/> Cash Receipts <input type="checkbox"/> Accrual	7 Does your business sell new motor vehicle tires or vehicles? <input type="checkbox"/> Yes → You will have to file Motor Vehicle Tire Fee form available at www.azdor.gov
8* Tax Records Physical Location – number and street (Do not use PO Box, PMB or route numbers)		
City		State ZIP Code
County		Country
9* Name of Contact		* Phone Number (with area code) Extension

SECTION D: Transaction Privilege Tax (TPT) Physical Location

1* Business Name, "Doing Business As" or Trade Name at this Physical Location							
2* Physical Location of Business or Commercial/Residential Rental Number and street (Do not use PO Box, PMB or route numbers)				City	State	ZIP Code	
County/Region				Country			
Residential Rental Only – Number of Units				Reporting City (if different than the physical location city)			
3* Additional County/Region Indian Reservation: County/Region and Indian Reservation Codes available at www.azdor.gov							
County/ Region				City			
Business Codes (Include all codes that apply): See instructions. Complete list available at www.azdor.gov							
State/ County				City			

If you need more space, attach Additional Business Locations form available at www.azdor.gov

Name (as shown on page 1)	FEIN or SSN (as shown on page 1)
---------------------------	----------------------------------

SECTION E: Withholding & Unemployment Tax Applicants

1* Regarding <i>THIS</i> application, Date Employees First Hired in Arizona M M D D Y Y Y Y	2 Are you liable for Federal Unemployment Tax? <input type="checkbox"/> Yes → First year of liability: Y Y Y Y								
3 Are individuals performing services that are excluded from withholding or unemployment tax? <input type="checkbox"/> Yes → Describe services: _____	4 Do you have an IRS ruling that grants an exclusion from Federal Unemployment Tax? <input type="checkbox"/> Yes → Attach a copy of the Ruling Letter.								
5 Do you have, or have you previously had, an Arizona unemployment tax number? <input type="checkbox"/> No <input type="checkbox"/> Yes → Business Name: _____ Unemployment Tax Number: _____									
6 First calendar quarter Arizona employees were/will be hired and paid (indicate quarter as 1, 2, 3, 4):	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 25%;">Hired Year</th> <th style="width: 25%;">Hired Quarter</th> <th style="width: 25%;">Paid Year</th> <th style="width: 25%;">Paid Quarter</th> </tr> <tr> <td style="text-align: center;">Y Y Y Y</td> <td style="text-align: center;">Q</td> <td style="text-align: center;">Y Y Y Y</td> <td style="text-align: center;">Q</td> </tr> </table>	Hired Year	Hired Quarter	Paid Year	Paid Quarter	Y Y Y Y	Q	Y Y Y Y	Q
Hired Year	Hired Quarter	Paid Year	Paid Quarter						
Y Y Y Y	Q	Y Y Y Y	Q						
7 When did/will you first pay a total of \$1,500 or more gross wages in a calendar quarter? (indicate quarter as 1, 2, 3, 4) <small>Exceptions: \$20,000 gross cash wages Agricultural: \$1,000 gross cash wages Domestic/Household: not applicable to 501(c)(3) Non-Profit.</small>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Year</th> <th style="width: 50%;">Quarter</th> </tr> <tr> <td style="text-align: center;">Y Y Y Y</td> <td style="text-align: center;">Q</td> </tr> </table>	Year	Quarter	Y Y Y Y	Q				
Year	Quarter								
Y Y Y Y	Q								
8 When did/will you first reach the 20 th week of employing 1 or more individuals for some portion of a day in each of 20 different weeks in the same calendar year? (indicate quarter as 1, 2, 3, 4) <small>Exceptions: 10 or more individuals Agricultural; 4 or more individuals 501(c)(3) Non-Profit; not applicable to Domestic/Household.</small>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Year</th> <th style="width: 50%;">Quarter</th> </tr> <tr> <td style="text-align: center;">Y Y Y Y</td> <td style="text-align: center;">Q</td> </tr> </table>	Year	Quarter	Y Y Y Y	Q				
Year	Quarter								
Y Y Y Y	Q								

SECTION F: Acquired Business Information

If you answered "Yes" to Section A, question 11, you must complete Section F.

1* Did you acquire or change all or part of an existing business? <input type="checkbox"/> All <input type="checkbox"/> Part	2* Date of Acquisition M M D D Y Y Y Y	3* EIN of Business Under Previous Owner
4* Previous Owner's Telephone Number	5* Name of Business Under Previous Owner	6* Name of Previous Owner
7* Did you change the legal form of all or part of the Arizona operations of your existing business? (e.g., change from sole proprietor to corporation or etc.) <input type="checkbox"/> All <input type="checkbox"/> Part	8* Date of Change M M D D Y Y Y Y	9* EIN of Previous Legal Form

SECTION G: AZTaxes.gov Security Administrator (authorized users)

By electing to register for www.AZTaxes.gov, you can have online access to account information, file and pay Arizona transaction privilege, use, and withholding taxes. You may also designate authorized users to access these services. Please provide the name of the authorized user for AZTaxes.gov.

Name of Authorized User
Title
Email Address
Phone Number (with area code)

SECTION H: Required Signatures

This application must be signed by either a sole owner, at least two partners, managing member or corporate officer legally responsible for the business, trustee or receiver or representative of an estate that has been listed in Section B.

Under penalty of perjury I (we), the applicant, declare that the information provided on this application is true and correct. I (we) hereby authorize the security administrator, if one is listed in Section G, to access the AZTaxes.gov site for the business identified in Section A. This authority is to remain in full force and effect until the Arizona Department of Revenue has received written termination notification from an authorized officer.

1 Print or Type Name	2 Print or Type Name
Title	Title
Date	Date
Signature	Signature

This application must be completed, signed, and returned as provided by A.R.S. § 23-722.

Equal Opportunity Employer/Program

This application available in alternative formats at Unemployment Insurance Tax Office.

PLEASE COMPLETE SECTION I: STATE/COUNTY & CITY LICENSE FEE WORKSHEET TO CALCULATE AND REMIT TOTAL AMOUNT DUE WITH THIS APPLICATION.

Name (as shown on page 1)

FEIN or SSN (as shown on page 1)

SECTION I: State/County & City License Fee WorksheetALL FEES ARE SUBJECT TO CHANGE. Check for updates at azdor.gov.To calculate **CITY FEE**: Multiply **No. of Locations** by the **License Fee** and enter sum in **License Subtotal**.

City/Town	Code	No. of Loc's	License Fee	License Subtotal	City/Town	Code	No. of Loc's	License Fee	License Subtotal	City/Town	Code	No. of Loc's	License Fee	License Subtotal
Apache Junction	AJ		\$50.00		Goodyear	GY		\$5.00		Sahuarita	SA		\$5.00	
Avondale	AV		\$40.00		Guadalupe	GU		\$2.00		San Luis	SU		\$2.00	
Benson	BS		\$5.00		Hayden	HY		\$5.00		Scottsdale	SC		\$50.00	
Bisbee	BB		\$1.00		Holbrook	HB		\$1.00		Sedona	SE		\$2.00	
Buckeye	BE		\$2.00		Huachuca City	HC		\$2.00		Show Low	SL		\$2.00	
Bullhead City	BH		\$2.00		Jerome	JO		\$2.00		Sierra Vista	SR		\$1.00	
Camp Verde	CE		\$2.00		Kearny	KN		\$2.00		Snowflake	SN		\$2.00	
Carefree	CA		\$10.00		Kingman	KM		\$2.00		Somerton	SO		\$2.00	
Casa Grande	CG		\$2.00		Lake Havasu	LH		\$5.00		South Tucson	ST		\$2.00	
Cave Creek	CK		\$20.00		Litchfield Park	LP		\$2.00		Springerville	SV		\$5.00	
Chandler	CH		\$50.00		Mammoth	MH		\$2.00		St. Johns	SJ		\$2.00	
Chino Valley	CV		\$2.00		Marana	MA		\$5.00		Star Valley	SY		\$2.00	
Clarkdale	CD		\$2.00		Maricopa	MP		\$2.00		Superior	SI		\$2.00	
Clifton	CF		\$2.00		Mesa	ME		\$30.00		Surprise	SP		\$10.00	
Colorado City	CC		\$2.00		Miami	MM		\$2.00		Taylor	TL		\$2.00	
Coolidge	CL		\$2.00		Nogales	NO		\$25.00		Tempe	TE		\$50.00	
Cottonwood	CW		\$2.00		Oro Valley	OR		\$12.00		Thatcher	TC		\$2.00	
Dewey/Humboldt	DH		\$2.00		Page	PG		\$2.00		Tolleson	TN		\$2.00	
Douglas	DL		\$5.00		Paradise Valley	PV		\$2.00		Tombstone	TS		\$1.00	
Duncan	DC		\$2.00		Parker	PK		\$2.00		Tucson	TU		\$45.00	
Eagar	EG		\$10.00		Patagonia	PA		\$25.00		Tusayan	TY		\$2.00	
El Mirage	EM		\$15.00		Payson	PS		\$2.00		Wellton	WT		\$2.00	
Eloy	EL		\$10.00		Peoria	PE		\$50.00		Wickenburg	WB		\$2.00	
Flagstaff	FS		\$46.00		Phoenix	PX		\$50.00		Willcox	WC		\$25.00	
Florence	FL		\$2.00		Pima	PM		\$2.00		Williams	WL		\$2.00	
Fountain Hills	FH		\$2.00		Pinetop/Lakeside	PP		\$2.00		Winkelman	WM		\$2.00	
Fredonia	FD		\$10.00		Prescott	PR		\$25.00		Winslow	WS		\$10.00	
Gila Bend	GI		\$2.00		Prescott Valley	PL		\$2.00		Youngtown	YT		\$10.00	
Gilbert	GB		\$2.00		Quartzsite	QZ		\$2.00		Yuma	YM		\$2.00	
Glendale	GE		50.00		Queen Creek	QC		\$2.00						
Globe	GL		\$2.00		Safford	SF		\$2.00						
Subtotal City License Fees (column 1)			\$		Subtotal City License Fees (column 2)			\$		Subtotal City License Fees (column 3)			\$	

AA TOTAL City License Fee(s) (column 1 + 2 + 3)..... \$

				No. of Loc's	Fee per Location	TOTAL
BB TOTAL State License Fee(s): Calculate by multiplying number of business locations by \$12.00					\$12.00	\$
Residential Rental License Fees - Multiply the number of units per locations by \$2.00 (\$50.00 Annual Cap per license).				No. of Units	No. of Loc's	City Fee
<div>ONLY CHANDLER, PHOENIX, and SCOTTSDALE need to use this section, and NOT the fee chart above, to calculate license fee(s). The amount for each city CANNOT EXCEED \$50.00</div>	Residential Rental License-Chandler					\$
	Residential Rental License-Phoenix					\$
	Residential Rental License-Scottsdale					\$
CC TOTAL City Residential Rental License Fees (Add Chandler, Phoenix, & Scottsdale).....						\$
DD TOTAL DUE (Add lines AA + BB + CC)						\$

- Make check payable to Arizona Department of Revenue.
- Include FEIN or SSN on payment.
- Do not send cash.
- License will not be issued without full payment of fee.

TRANSACTION PRIVILEGE, USE, AND SEVERANCE TAX RETURN - (TPT-2)**Arizona Department of Revenue**

PO Box 29010 - Phoenix, AZ 85038-9010

For assistance out of state or in the Phoenix area: (602) 255-2060 or
Statewide, toll free area codes 520 and 928: (800) 843-7196**TAXPAYER INFORMATION**
☐ AMENDED RETURN ☐ FINAL RETURN
(Cancel License) ☐ CHECK HERE AND SIGN BELOW IF YOU
HAVE NO GROSS RECEIPTS TO REPORT

BUSINESS NAME		
C/O		
MAILING ADDRESS		
CITY	STATE	ZIP CODE
<input type="checkbox"/> ADDRESS CHANGED (MAILING ADDRESS ONLY)		BUSINESS PHONE NUMBER

**TPT-2 return is due the 20th day of the month following
the month in which the transactions were conducted**

TAXPAYER IDENTIFICATION NUMBER <input type="checkbox"/> SSN <input type="checkbox"/> EIN	
LICENSE NUMBER	
PERIOD BEGINNING M M D D Y Y Y Y	PERIOD ENDING M M D D Y Y Y Y
REVENUE USE ONLY. DO NOT MARK IN THIS AREA	
POSTMARK DATE	RECEIVED DATE

AA NET AZ/COUNTY TAX (PAGE 2, LINE MM, COLUMN (M)).....

BB NET CITY TAX (PAGE 3, LINE RR, COLUMN (M))

CC NET TAX DUE ON THIS RETURN (LINE AA + LINE BB = LINE CC).....

DD TPT ESTIMATED PAYMENTS TO BE USED ON THIS RETURN (JUNE RETURN ONLY, DUE IN JULY)

EE TAX DUE NET OF TPT ESTIMATED PAYMENTS (LINE CC - LINE DD = LINE EE).....

FF TOTAL AMOUNT REMITTED WITH THIS RETURN.....

\$

NOTE: A TRANSACTION DETAIL PAGE IS REQUIRED OR THE RETURN WILL NOT PROCESS CORRECTLY AND PENALTIES MAY APPLY.

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

☐ The taxpayer designates the individual listed below as the person to contact to schedule an audit of this return and authorize the disclosure of confidential information to this individual.

TAXPAYER PRINTED NAME _____

TAXPAYER SIGNATURE _____

DATE _____

PAID PREPARER'S SIGNATURE (OTHER THAN TAXPAYER) _____

TAXPAYER PHONE NO. _____

TITLE _____

PAID PREPARER'S TIN _____

PAID PREPARER'S PHONE NO. _____

PLEASE MAKE CHECK PAYABLE TO ARIZONA DEPARTMENT OF REVENUE

TRANSACTION PRIVILEGE, USE, AND SEVERANCE TAX RETURN - (TPT-2)

LICENSE NUMBER: _____

STATE (AZ) /COUNTY TRANSACTION DETAIL (See Table 1 on the Tax Rate Table, www.azdor.gov)

(A)	(B) REG. CODE	(C) NAME OF REGION	(D) BUS. CODE	(E) DESC. OF BUS. ACTIVITY	(F) GROSS RECEIPTS	(G) DEDUCTIONS FROM SCHEDULE A	(H) (F) - (G) = (H) NET TAXABLE	(I) AZ / COUNTY TAX RATE	(J) (H) X (I) = (J) TOTAL TAX	(K) ACCTNG CREDIT RATE	(L) (H) X (K) = (L) ACCOUNTING CREDIT	(M) (J) - (L) = (M) AZ/COUNTY TAX DUE
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												
21												
22												
23												
24												
25												
GG SUBTOTAL												
HH TOTALS FROM ADDITIONAL AZ/COUNTY PAGE(S)												
II TOTAL (LINE GG + LINE HH = LINE II).....												
JJ EXCESS TAX COLLECTED												
KK EXCESS TAX ACCOUNTING CREDIT: (SEE INSTRUCTIONS)												
LL NET AZ/COUNTY EXCESS TAX COLLECTED (LINE JJ, COLUMN (M) - LINE KK, COLUMN (M))												
MM NET AZ/COUNTY TAX (LINE II, COLUMN (M) + LINE LL, COLUMN (M))												

CITY TRANSACTION DETAIL (See Table 2 on the Tax Rate Table, www.azdor.gov)

	(A) LOC. CODE	(B) CITY CODE	(C) NAME OF CITY	(D) BUS. CODE	(E) DESC. OF BUS. ACTIVITY	(F) GROSS RECEIPTS	(G) DEDUCTIONS FROM SCHEDULE A	(H) (F) - (G) = (H) NET TAXABLE	(I) CITY TAX RATE	(J) (H) X (I) = (J) TOTAL TAX	(K)	(L) CITY CREDIT	(M) (J) - (L) = (M) CITY TAX DUE
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													
13													
14													
15													
16													
17													
18													
19													
20													
21													
22													
23													
24													
25													
NN CITY SUBTOTAL													
OO CITY SUBTOTALS FROM ADDITIONAL CITY PAGE(S)													
PP CITY TOTAL (LINE NN + LINE OO = LINE PP)													
QQ CITY EXCESS TAX COLLECTED													
RR NET CITY TAX (LINE PP, COLUMN (M) + LINE QQ, COLUMN (M))													

TRANSACTION PRIVILEGE, USE, AND SEVERANCE TAX RETURN - (TPT-2)
ADDITIONAL TRANSACTIONS

STATE (AZ) /COUNTY TRANSACTION DETAIL (See Table 1 on the Tax Rate Table, www.azdor.gov)

(A)	(B) REG. CODE	(C) NAME OF REGION	(D) BUS. CODE	(E) DESC. OF BUS. ACTIVITY	(F) GROSS RECEIPTS	(G) DEDUCTIONS FROM SCHEDULE A	(H) (F) - (G) = (H) NET TAXABLE	(I) AZ / COUNTY TAX RATE	(J) (H) X (I) = (J) TOTAL TAX	(K) ACCTNG CREDIT RATE	(L) (H) X (K) = (L) ACCOUNTING CREDIT	(M) (J) - (L) = (M) AZ/COUNTY TAX DUE
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												
21												
22												
23												
24												
25												
AZ/COUNTY SUBTOTAL					\$	\$					\$	\$

ADD SUBTOTALS OF AZ/COUNTY ADDITIONAL TRANSACTIONS TO THE 2ND PAGE OF RETURN

TRANSACTION PRIVILEGE, USE, AND SEVERANCE TAX RETURN - (TPT-2)
ADDITIONAL TRANSACTIONS

CITY TRANSACTION DETAIL (See Table 2 on the Tax Rate Table, www.azdor.gov)

(A) LOC. CODE	(B) CITY CODE	(C) NAME OF CITY	(D) BUS. CODE	(E) DESC. OF BUS. ACTIVITY	(F) GROSS RECEIPTS	(G) DEDUCTIONS FROM SCHEDULE A	(H) (F) - (G) = (H) NET TAXABLE	(I) CITY TAX RATE	(J) (H) X (I) = (J) TOTAL TAX	(K)	(L) CITY CREDIT	(M) (J) - (L) = (M) CITY TAX DUE
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												
21												
22												
23												
24												
25												
CITY SUBTOTAL					\$	\$					\$	\$

ADD SUBTOTALS OF CITY ADDITIONAL TRANSACTIONS TO THE 3RD PAGE OF RETURN

TPT-2 – SCHEDULE A DEDUCTIONS – STATE/COUNTY
TRANSACTION PRIVILEGE, USE, AND SEVERANCE TAX

LICENSE NUMBER: _____

Page ____ of ____

STATE (AZ) /COUNTY DEDUCTIONS DETAIL

	(A)	(B) REGION CODE	(C) BUSINESS CODE	(D) DEDUCTION CODE	(E) DEDUCTION AMOUNT	(F) DESCRIPTION OF DEDUCTION CODE
1					\$	
2					\$	
3					\$	
4					\$	
5					\$	
6					\$	
7					\$	
8					\$	
9					\$	
10					\$	
11					\$	
12					\$	
13					\$	
14					\$	
15					\$	
16					\$	
17					\$	
18					\$	
19					\$	
20					\$	
21					\$	
22					\$	
23					\$	
24					\$	
25					\$	
26					\$	
27					\$	
28					\$	
29					\$	
30					\$	
31					\$	
32					\$	
33					\$	
34					\$	
35					\$	
AA SUBTOTAL OF DEDUCTIONS.....					\$	
BB DEDUCTION TOTALS FROM ADDITIONAL AZ/COUNTY PAGE(S) ...					\$	
CC TOTAL DEDUCTIONS (LINE AA + LINE BB = LINE CC).....					\$	
TOTAL MUST EQUAL TOTAL ON PAGE 2, LINE II, COLUMN G						

FINAL

TPT-2 – SCHEDULE A DEDUCTIONS – CITY
TRANSACTION PRIVILEGE, USE, AND SEVERANCE TAX

LICENSE NUMBER: _____

Page _____ of _____

CITY DEDUCTIONS DETAIL

	(A) LOCATION CODE	(B) CITY CODE	(C) BUSINESS CODE	(D) DEDUCTION CODE	(E) DEDUCTION AMOUNT	(F) DESCRIPTION OF DEDUCTION CODE
1					\$	
2					\$	
3					\$	
4					\$	
5					\$	
6					\$	
7					\$	
8					\$	
9					\$	
10					\$	
11					\$	
12					\$	
13					\$	
14					\$	
15					\$	
16					\$	
17					\$	
18					\$	
19					\$	
20					\$	
21					\$	
22					\$	
23					\$	
24					\$	
25					\$	
26					\$	
27					\$	
28					\$	
29					\$	
30					\$	
31					\$	
32					\$	
33					\$	
34					\$	
35					\$	
AA SUBTOTAL OF DEDUCTIONS.....					\$	
BB DEDUCTION TOTALS FROM ADDITIONAL CITY PAGE(S).....					\$	
CC TOTAL DEDUCTIONS (LINE AA + LINE BB = LINE CC).....					\$	
TOTAL MUST EQUAL TOTAL ON PAGE 3, LINE PP, COLUMN G						

FINAL

STATE OF ARIZONA

Department of Revenue



Arizona Department of Revenue
Program Cities Unit

Tom Johnson
Assistant Director

Vivian Soza
Administrator

May 26, 2015

Finance Director
Town of Florence
P.O. Box 2670
Florence, AZ 85232-2670

RE: Termination of Intergovernmental Agreement

Dear Finance Director:

The Arizona Department of Revenue hereby provides notice that it elects to terminate the existing Intergovernmental Agreement with Town of Florence, including all modifications thereto, at the end of its current term, June 30, 2015. The Department would like to enter into a new Agreement with Town of Florence effective July 1, 2015. The new Agreement will be mailed to you soon.

Please contact me at (602) 716-6388 if you have any questions.

Sincerely,

Vivian Soza
Program Cities Unit
CitiesUnit@azdor.gov

Lisa Garcia

From: Lee Grafstrom <lgrafstrom@azleague.org>
Sent: Wednesday, May 27, 2015 11:30 AM
To: Finance Directors; Abigail Yacoben; Al Holler; Angel Suarez; Anne Wenk; Brandie Forcum; Crystal Hadfield; Dave Schaaf; Don Zelechowski; Esmeralda Saldana; Evan Nelson; Gary Tasky; Jane Fuller; Joe Lewandowski; Joel Peterson; John Olsen; Karen Rounsborg; Kathleen Jackson; Lars Johnson; Loretta Kearns; Luis Pedroza; Martha Salgado; Matt Dunbar; Michelle Cruz; Mickey Tait; Miguel Teposte; Mike Miller; Pam Reinke; Pamela Pieri; Phil Falcosky; Phil Montalvo; Ralph Villa; Ranbir Cheema; Robb Swanson; Roger Okin; Russell Young ; Sandy Schilling; Sherry Schurhammer; Susan Matousek; Tabatha Miller; Ted Soltis; Terry Hogle; Vern Crisler; Vicki Rios; Yvonne Davila-Paredes
Subject: New IGA with DOR for TPT Administration
Attachments: IGA 2015 cities v 8.doc; Cities IGA APP v4.doc; City IGA Appendix C JT2.pdf; City IGA Appendix C TPT2.pdf

Hello:

The attached documents constitute a new inter-governmental agreement (IGA) between your city/town and the Department of Revenue (DOR) related to the administration of Transaction Privilege Tax, as required under A.R.S. § 42-6001. You will soon be receiving a notice from the Department of Revenue informing you that your current IGA with the Department is being cancelled effective June 30, 2015. That agreement is being replaced with the attached new agreement and appendices which are effective from and after July 1, 2015.

If your city/town is currently on the State collection program, this agreement will go into full effect in all aspects from and after July 1, 2015. If your city/town is currently not on the State collection program, this agreement will go into effect on July 1, 2015 in all aspects that are not contrary to your status as a self-collecting city and will continue with those limitations until such time that DOR takes over TPT administration for your city/town.

This IGA and its appendices must be approved by your city/town council not later than June 30, 2015. This IGA only needs to be approved once by your council, and is considered effective on July 1, 2015 provided the council acts prior to that date.

Unlike previous versions of the IGA which were drafted solely by the Department, these documents have been negotiated and agreed upon by both DOR and a consortium of city and town representatives and cannot be altered in way.

Please do the following, not later than June 30, 2015:

- 1) Complete the agreement for your city/town by filling in the blanks in the body of the IGA:
 - (a) Your city/town name and the date of Council action on the first page of the IGA
 - (b) Contact email address in Section 2.1: DOR will send this contact the list of DOR employees authorized to receive city/town taxpayer information
 - (c) Contact email address in Section 3.1: DOR will contact this address with any questions regarding city/town employees authorized to receive Confidential Information
 - (d) Contact mailing address in Section 19(a): DOR will use this contact when sending any notice required under this IGA
 - (e) Typed identification of the person authorized by the city/town to sign this IGA in Section 31.2

2) There is an Excel spreadsheet attached that captures the contact information required in step 1(b), (c) and (d) above. Please insert your IGA contact information in this spreadsheet and return it to the League ASAP.

3) Print the completed Agreement and the Appendices and present them for approval by your city/town council, not later than June 30, 2015.

Sample explanatory language for your city/town council has also been provided to accompany the IGA if you wish. This language can be used as a council memo in the format provided, or can be incorporated in the council memo format used by your city/town.

4) Return TWO SIGNED copies of the IGA to the DOR City Unit at the address noted in Section 19(b) immediately after the council action.

Arizona Department of Revenue
Attn: City Unit
Division Code 16
1600 W. Monroe
Phoenix, AZ 85007

5) Once the IGA has been signed by the Attorney General, DOR will return one signed copy to the city/town for your permanent records.

If you have any questions, please let me know.

Thank you,
Lee Grafstrom
Tax Policy Analyst
League of Arizona Cities and Towns
1820 W Washington St.
Phoenix, AZ 85007-3208
602-258-5786 Office
480-510-4392 Cell
www.azleague.org

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Disclaimer # 6955-149



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM **7c.**

MEETING DATE: June 15, 2015

DEPARTMENT: Utilities Department

STAFF PRESENTER: John V. Mitchell, Utilities Director

SUBJECT: Ratification of Change Order Nos. 3 through 13
with Sun Western Contractors for Well 3B
Improvements.

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

RECOMMENDED MOTION/ACTION:

Motion to ratify Change Order Nos. 3 through 13 with Sun Western Contractors, for \$31,368.95, for a total project cost not to exceed \$1,641,242.48.

BACKGROUND/DISCUSSION:

Sun Western Contractors is under contract to construct Well 3B. In order to insure that the project would stay on schedule, staff followed the requirements of the purchasing policy manual which grants signature authority to the Town Manager for amounts between \$5,000 and \$24,999. Staff now understands that any change order that modifies an approved contract amount must be submitted to Council for approval. Therefore, a contract summary is provided below for ratification.

	<u>Amount</u>	<u>Council Approval</u>
Original Contract	\$1,576,264.67	Approved by Council on, 4/21/2014
Change Order No. 2	\$33,608.86	Approved by Council on 8/19/ 2014
Change Order No. 3	\$294.25	To be ratified
Change Order No. 4	\$8,849.24	To be ratified
Change Order No. 5	\$1,732.10	To be ratified
Change Order No. 6	(\$5,000.00)	To be ratified
Change Order No. 7	(\$3,766.92)	To be ratified
Change Order No. 8	\$5,199.29	To be ratified
Change Order No. 9	\$12,366.32	To be ratified
Change Order No. 10	\$10,822.66	To be ratified
Change Order No. 11	\$2,817.27	To be ratified
Change Order No. 12	\$7,054.74	To be ratified
Change Order No. 13	(\$9,000.00)	To be ratified
Amended Amount	<u>\$1,641,242.48</u>	

Change Order No. 1 is not used. It is placeholder for direct reimbursement to contractor for cost of construction water used. It does not impact the contract amount.

FINANCIAL IMPACT:

The amount of Change Order Nos. 3 through 13 is \$31,368.95, a 4.1% increase over the original contract amount. There is funding in the 2014/2015 Fiscal Year budget to complete this work.

STAFF RECOMMENDATION:

Staff recommends approval of this item.

ATTACHMENT:

Sun Western Contractors Contract
Change Order Nos. 2 through 13
Approval Form

Town of Florence

PO Box 2670
775 North Main Street
Florence, Arizona 85132

Phone (520) 868-7500
Fax (520) 868-7501
TDD (520) 868-7502

www.florenceaz.gov

TOWN SERVICES

Building Safety
868-7556

Community Development
868-7575

Finance
868-7624

Fire
868-7609

Grants
868-7513

Human Resources
868-7553

Library
868-8311

Municipal Court
868-7514

Parks and Recreation
868-7589

Police
868-7681

Public Works
868-7620

Senior Center
868-7622

Town Attorney
868-7557

Utility Billing
868-7680

Water/Wastewater
868-7695

May 13, 2014

**Eric M. Hutchens, Project Manager
Sun Western Contractors
2925 East Ganley Road
Tucson, AZ 85706**

Re: Town of Florence Well 3B Improvements

Dear Mr. Hutchens,

Attached are the contracts for the Well 3B Improvements. If you require further assistance, please do not hesitate to contact John Mitchell, Utilities Director at john.mitchell@florenceaz.gov, or at 520/868-7695.

Sincerely,



**Yvonne Hazelton
Administrative Assistant
Clerk's Office**

c: John Mitchell, Utilities Director

Enclosures

THIS AGREEMENT is by and between Town of Florence ("Owner") and
SUN WESTERN CONTRACTORS ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The Work covers the construction of a well pump with discharge piping to the existing on-site 0.5 MG storage tank, modifications to the storage tank, installation of a tank overflow drain to a new retention basin, construction of a liquid chlorine feed system and performing related work, located as shown on the Drawings and Specifications. Drawings and Specifications for the construction of a new booster pump station to replace the existing booster pump station are included in the Contract Documents as Bid Alternate Work.

ARTICLE 2 – THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

See Paragraph 1.01.

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Water Works Engineers (Engineer), which is to provide support to Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Dates for Substantial Completion and Final Payment

4.02 Days to Achieve Substantial Completion and Final Payment

- A. The Work will be substantially completed within 300 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and

completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 330 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$1000 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$570 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

- A. For all Work other than Unit Price Work, a lump sum of: \$ 1,576,264.67

All specific cash allowances are included in the above price in accordance with Paragraph 11.02 of the General Conditions.

- B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General

Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
 - a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 5 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 7, inclusive).
 - 2. Performance bond (pages 28 to 28, inclusive).
 - 3. Payment bond (pages 29 to 29, inclusive).

4. General Conditions (pages 30 to 91, inclusive).
5. Supplementary Conditions (pages 92 to 101, inclusive).
6. Technical specifications provided in Volume 2 in separate documents.
7. Drawings consisting of 63 sheets with each sheet bearing the following general title: Town of Florence Well 3B Improvements.
8. Addenda (numbers 1 to 4, inclusive).
9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 16, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages NA to NA, inclusive).
 - c. Notice of Award (pages 20 to 20, inclusive).
10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages 107 to 107, inclusive).
 - b. Contractor's Applications for Payment (pages 1 to 4, inclusive).
 - c. Certificate of Substantial Completion (pages 108 to 109, inclusive).
 - d. Notice of Final Acceptance (pages 110 to 110, inclusive).
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on 4/21/2011 (which is the Effective Date of the Agreement).

OWNER:

Town of Florence, AZ

By: 

Title: Tom Murray

Attest: 

Title: Town Clerk

Address for giving notices:

Town Manager

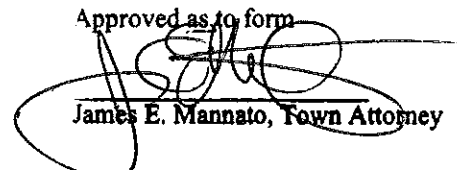
775 Main Street

PO Box 2670

Florence, AZ 85132

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Approved as to form


James E. Mannato, Town Attorney

CONTRACTOR

Sun Western Contractors

By: 

Title: Tom I. Hutchens - Sec/Tres

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 

Title: Eric M. Hutchens - PM

Address for giving notices:

2925 E. Ganley Road

Tucson, Arizona 85706

License No.: A-084777

(Where applicable)

Agent for service of process:

Tom I. Hutchens

2925 E. Ganley Road

Tucson, AZ 85706

Company Resolution

WHEREAS, SunWestern Contractors Inc., an Arizona Corporation, is required to execute certain documents which are necessary for the prompt and efficient execution of the corporate business;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of SunWestern Contractors Inc., (Company Name), that Arnold D. Mullenbach & Tom I. Hutchens, (name of parties authorized) are authorized to execute and sign documents on behalf of said company the following documents:

1. Contracts
2. Bonds
3. Payrolls
4. Claims
5. Change Orders
6. Closing Documents
6. All other papers necessary for the company's affairs and the execution of the Contract.

6. All other papers necessary for the company's affairs:

Herold D. Mueller President

Joseph A. Little Secretary/Treasurer

Dated and passed by Company Managers this 1st day of May, 2014

CERTIFICATE

STATE OF ARIZONA)) ss.
COUNTY OF PIMA)

I, Tom L. Hutchens of SunWestern Contractors Inc., a corporation, do hereby certify that the above is a true and correct copy of a resolution adopted by the Board of Directors of said corporation; at a meeting of said board held May 1, 2014 and that the same is in full force and effect at this time. Dated May 1, 2014.


Tom I. Hutchens – Secretary/Treasurer

LABOR AND MATERIALS BOND

Bond #105995927

**STATUTORY PAYMENT BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract Amount)**

KNOW ALL MEN BY THESE PRESENTS:

That, **SunWestern Contractors, Inc.** (hereinafter called the Principal) as Principal, and **Travelers Casualty and Surety Company of America**, a corporation organized and existing under the laws of the State of **Connecticut** and duly licensed and processing a certificate of authority to transact surety business in the State of Arizona, with its principal office in the City of **Hartford**, (hereinafter called the Surety) as Surety, are held firmly bound unto the Town of Florence of Arizona (hereinafter called the Oblige) in the amount of **One Million, Five Hundred Seventy Six, Two Hundred Sixty Four, Sixty Seven Dollars (\$1,576,264.67)** for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige dated the 21 day of April, 2014 to construct **Town of Florence Well 3B Improvements Project # U34**, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly pays all moneys due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in the contract, this obligation is void; otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this Bond shall be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes to the extent as if it were copied at length in this Agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a Judge of the Court.

WITNESS our hands the 16th day of April 2014.

The Mahoney Group
AGENCY OF RECORD

5330 N La Cholla Blvd, Tucson, AZ 85741
AGENCY ADDRESS

SunWestern Contractors, Inc.
PRINCIPAL SEAL

BY Arnold D. Mullenbach

Travelers Casualty and Surety Company of America
SURETY

BY: Leon B. Byrd, Jr., Attorney-in-Fact

CONTRACT PERFORMANCE BOND

Bond #105995927

**STATUTORY PERFORMANCE BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract Amount)**

KNOW ALL MEN BY THESE PRESENTS:

That, **SunWestern Contractors, Inc.** hereinafter called the Principal) as Principal, and **Travelers Casualty and Surety Company of America**, a corporation organized and existing under the laws of the State of **Connecticut**, and duly licensed and processing a certificate of authority to transact surety business in the State of Arizona, with its principal office in the City of **Hartford**, (hereinafter called the Surety) as Surety, are held firmly bound unto the Town of Florence of Arizona (hereinafter called the Obligee) in the amount of **One Million, Five Hundred Seventy Six, Two Hundred Sixty Four, Sixty Seven Dollars (\$1,576,264.67)** for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee dated the 21 day of APRIL, 2014, to construct **Town of Florence Well 3B Improvements Project # U34**, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall faithfully perform and fulfill all of the undertakings, covenants, terms, conditions and agreements of the contract during the original term of the contract and any extension of the contract, with or without notice to the surety, and during the life of my guaranty required under the contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the surety being hereby waived; the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this Bond shall be determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes to the extent as if it were copied at length in this Agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a Judge of the Court.

WITNESS our hands the 16th day of April, 2014.

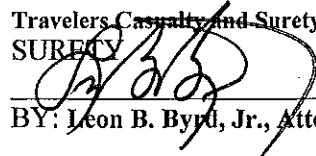
The Mahoney Group
AGENCY OF RECORD

5330 N La Cholla Blvd, Tucson, AZ 85741
AGENCY ADDRESS

SunWestern Contractors, Inc.
PRINCIPAL: SEAL


BY **ARNOLD D. MUELLERBACH**

Travelers Casualty and Surety Company of America
SURETY


BY: **Leon B. Byrd, Jr., Attorney-in-Fact**



POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 226235

Certificate No. 005593641

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Leon B. Byrd Jr., Miriam Christensen, Jane Kessler Brown, Drew A. Newton, and Stephanie M. Young

of the City of Tucson, State of Arizona, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 9th day of August, 2013.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: 

Robert L. Raney, Senior Vice President

On this the 9th day of August, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2016.




 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of April, 2014


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/29/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Minard-Ames Insurance Services LLC 4646 E Van Buren Ste., #200 Phoenix AZ 85008	CONTACT NAME: Leigh Gaddis	
	PHONE (A/C, No, Ext): 602-273-1625	FAX (A/C, No): 602-273-0212
	E-MAIL ADDRESS: lgaddis@minardames.com	
INSURED SunWestern Contractors, Inc. 2925 E. Ganley Rd. Tucson AZ 85706	INSURER(S) AFFORDING COVERAGE	
	INSURER A: SCF Western Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 167475840**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					\$
	AUTOMOBILE LIABILITY					
	<input type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N	W20901	10/1/2013	10/1/2014	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> N/A				X WC STATUTORY LIMITS OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$1,000,000
						E.L. DISEASE - EA EMPLOYEE \$1,000,000
						E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)


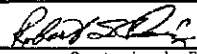
Waiver of subrogation applies in favor of the certificate holder if required in a written contract and/or agreement. Per attached form: WC000313. RE: Well 3B Improvements.

CERTIFICATE HOLDER**CANCELLATION**Town of Florence
775 N. Main Street
Florence AZ 85132

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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 and its subsidiary companies				CARRIER CODE SCF Western - 97046 POLICY ENDORSEMENT Please attach this endorsement to your policy This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. If you have any questions, please contact your local SCF Arizona office.					
				EFFECTIVE DATE: MO DAY YEAR AMENDING POLICY NUMBER MO DAY YEAR AUTHORIZED REPRESENTATIVE					
10/01/2013				W20901		10/01/2013		 Counter signed at Phoenix, Arizona	

Sunwestern Contractors Inc
 2925 E Ganley Rd
 Tucson, AZ 85706

Waiver of Our Right to Recover From Others Endorsement

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

☐ Schedule

Job Name &
 Contract Number:

☒ Blanket

Any and all Arizona jobs. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Premium Charge: \$ 0.00



CERTIFICATE OF LIABILITY INSURANCE

SUNW-13

OP ID: SY

DATE(MM/DD/YYYY)

04/16/14

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER THE MAHONEY GROUP - TUCSON 5330 N. La Cholla Blvd Tucson, AZ 85741-3815 Leon B. Byrd, Jr. CPCU	Phone: 520-795-8511	CONTACT NAME:	
	Fax: 520-795-8542	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Cincinnati Indemnity Company	23280
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED
SunWestern Contractors Inc
Attn: Eric Hutchens
2925 E. Ganley Road
Tucson, AZ 85706

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X	X	EPP0160281	10/01/13	10/01/14	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO	X	X	EBA0160281	10/01/13	10/01/14	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
A	UMBRELLA LIAB						EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB			EPP0160281	10/01/13	10/01/14	AGGREGATE \$ 5,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Town of Florence Well 3B Improvements
Attached is TMG summary & forms GA233AZ (09/09), GA4316AZ (09/09),
GA4094 (10/01), AA4172 (09/09), AA4174 (11/05), AA4171 (11/05)

CERTIFICATE HOLDER

TOWNOFF

Town of Florence
775 N Main Street
Florence, AZ 85132

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Notice of Award

Date: 4-21-2014

Project: TOWN OF FLORENCE WELL 3B IMPROVEMENTS

Owner: TOWN OF FLORENCE

Owner's Contract No.:

Contract: Town of Florence Well 3B Improvements

Engineer's Project No.:

Bidder: Sun Western Contractors

Bidder's Address: 2925 E. Ganley Road, Tucson, AZ 85706

You are notified that your Bid dated March 18, 2014 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Town of Florence Well 3B Improvements

The Contract Price of your Contract is One Million, Five Hundred Seventy Six, Two Hundred Sixty Four.Sixty Seven Dollars (\$1,576,264.67).

3 copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

3 sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [3] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent:
NA

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Tom J. Rankin
Owner
By: TOM J. RANKIN
Authorized Signature
MAYOR
Title

Copy to Engineer

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Town of Florence

775 N Main Street, Florence AZ 85132

Attention: Lisa Garcia, Town Clerk.

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>#1</u>	<u>March 10th 2014</u>
<u>#2</u>	<u>March 13th 2014</u>
<u>#3</u>	<u>March 14th 2014</u>
<u>#4</u>	<u>March 14th 2014</u>

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."

- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, *errors*, *ambiguities*, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents as shown in the attached Bid Schedule.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 300 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 330 calendar days after the date when the Contract Times commence to run.
- 6.01 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Bid Schedule;
 - B. Required Bid security in the form of certified check, bank money order, or a Bid Bond;
 - C. List of Proposed Subcontractors;
 - D. List of Proposed Suppliers;
 - E. Evidence of authority to do business in the state of Arizona;
 - F. Contractor's License No.: ROC # 084777

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: SunWestern Contractors

State of Incorporation: AZ

Type (General Business, Professional, Service, Limited Liability): General

By: Arnold D Mullenbach
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Arnold D Mullenbach

Title: President
(CORPORATE SEAL)

Attest: [Signature]

Date of Qualification to do business in AZ is 08 / 15 / 1984.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 2925 E Ganley Tucson AZ 85706

Phone No. 520-294-8000 Fax No. 520-294-0701

E-mail swc@sunwestern.com

SUBMITTED on March 18th, 2014

State Contractor License No. Roc # 084777

ATTACHMENT A

BID SCHEDULE

PROJECT NAME: TOWN OF FLORENCE WELL 3B IMPROVEMENTS

Item	Description	Bid Price
1	Lump Sum Bid Price for all the <i>principal scope of work, not included below identified as Bid Alternate Work.</i>	1301954.45
2	Lump Sum Bid Price for Bid Alternate Work. Item 2 includes all work pertaining to the construction of a new booster pump station, as identified in Paragraph 1.2 of Section 01110, Summary of Work, and the principal scope of work, as identified in Paragraph 1.1 of Section 01110, Summary of Work.	1576264.67

Write *Lump Sum Bid Total Price for principal scope of work* in words:

one Million Three hundred one thousand Nine hundred Fifty Four dollars and Fifty Four Cents

Write *Lump Sum Bid Price for Bid Alternate Work* in words:

one million Five hundred Seventy Six thousand Two hundred Sixty Four dollars and Sixty Seven Cents

COMPANY NAME: SunWestern Contractors

AUTHORIZED SIGNATURE FORM

Whereas, SunWestern Contractors, a Arizona (Name of State) Corporation, is required to execute certain documents which are necessary for the prompt and efficient execution of the corporate business;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of SunWestern Contractors (Corporate Name), that (name of parties authorized) Arnold Mullenbach/Tom I Hutchens is/are authorized to execute and sign on behalf of said corporate the following:

1. Contract
2. Bond
3. Payrolls
4. Claims
5. Change Orders
6. All other papers necessary for the corporation's affairs and the execution of the Contract.

The powers and duties herein granted shall be and are hereby granted for the duration of the contract for this project or until express notice of revocation has been duly given in writing, whichever is the lesser period.

Dated and passed by the Board of Directors this 27 day of May, 20 09.

Arnold Mullenbach

President

Tom I Hutchens

Secretary/Treasurer

(Signature of Persons Authorized to Sign) (Title)

CERTIFICATE

STATE OF Arizona)
) ss
COUNTY OF Pima)

I, Tom I Hutchens of SunWestern Contractors corporation, do hereby certify that the above is a true and correct copy of a resolution adopted by the Board of Directors of said corporation, at a meeting of said board held on May 27, 20 09, and that the same is in full force and effect at this time. Dated May 27, 20 09.

Officer of Corporation Tom I Hutchens, Secretary/Treasurer



TRAVELERS**POWER OF ATTORNEY**

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 226235

Certificate No. 005593636

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Leon B. Byrd Jr., Miriam Christensen, Jane Kessler Brown, Drew A. Newton, and Stephanie M. Young

of the City of Tucson, State of Arizona, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 9th day of August, 2013.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

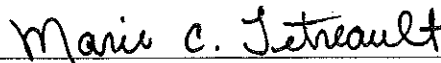
By: 

Robert L. Raney, Senior Vice President

On this the 9th day of August, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2016.




 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of March, 2014.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

ATTACHMENT B

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SunWestern Contractors, Inc.
2925 E Ganley Road
Tucson, AZ 85706

SURETY (Name and Address of Principal Place of Business):

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER (Name and Address):

Town of Florence
775 N Main Street
Florence, AZ 85132

BID

Bid Due Date: **March 18, 2014**

Description (Project Name and Include Location): **Well 3B Improvements**

BOND

Bond Number:

Date (Not earlier than Bid due date):

Penal sum **5% of Total Bid**

(Words)

\$ **5%**

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SunWestern Contractors, Inc.

(Seal)

Bidder's Name and Corporate Seal

By:

Signature

Arnold D Mullenbach

Print Name

President.

Title

Attest:

Signature

Project Manager

Title

SURETY

Travelers Casualty and Surety Company of America

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Leon B. Byrd, Jr.

Print Name

Attorney-in-Fact

Title

Attest:

Signature

Stephanie M Young, CSA

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

ATTACHMENT C

SUBCONTRACTOR'S LIST

PROJECT NAME: TOWN OF FLORENCE WELL 3B IMPROVEMENTS

If any bidder intends to subcontract any portion of this contract, the bidder must submit the name, address, license number (if applicable) of each subcontractor including the extent of such subcontracting and include with bid submittal documents. Multiple copies of this form may be made if necessary.

NAME: Cactus Asphalt LICENSE Roc # 194430
ADDRESS: 8211 West Sherman Tucson AZ 85353
EXTENT OF WORK: Asphalt

NAME: AEI OEN Painting LICENSE R.C. # 021391
ADDRESS: 1055 South Uluud Tucson AZ 85719
EXTENT OF WORK: Painting & coating

NAME: _____ LICENSE _____
ADDRESS: _____
EXTENT OF WORK: _____

NAME: _____ LICENSE _____
ADDRESS: _____
EXTENT OF WORK: _____

NAME: _____ LICENSE _____
ADDRESS: _____
EXTENT OF WORK: _____

NAME: _____ LICENSE _____
ADDRESS: _____
EXTENT OF WORK: _____

ATTACHMENT C

SUBCONTRACTOR'S LIST

PROJECT NAME: TOWN OF FLORENCE WELL 3B IMPROVEMENTS

If any bidder intends to subcontract any portion of this contract, the bidder must submit the name, address, license number (if applicable) of each subcontractor including the extent of such subcontracting and include with bid submittal documents. Multiple copies of this form may be made if necessary.

NAME: Swaine Asphalt LICENSE ROC # 108917
ADDRESS: 2413 S 21st Street Phx az 85034
EXTENT OF WORK: Dirt work and paving

NAME: Meridian survey LICENSE _____
ADDRESS: 350 South William Boulsvard Suite 170 Tucson az 85711
EXTENT OF WORK: Survey of site

NAME: Cardno ATC LICENSE _____
ADDRESS: 9185 S Farmers Suite 111 Tempe AZ 85284
EXTENT OF WORK: QC Testing

NAME: MMI Tank LICENSE _____
ADDRESS: 3240 S 37th AVE Phx az 85009
EXTENT OF WORK: Tank Work

NAME: KP Ventures LICENSE _____
ADDRESS: 4715 Old Hwy 279 Camp Verde AZ 86322
EXTENT OF WORK: Well Work

NAME: Aluma Line Inc LICENSE ROC#91285
ADDRESS: 529 E Jaunita Avnue Mesa AZ 85204
EXTENT OF WORK: Shade Structure

ATTACHMENT C

SUBCONTRACTOR'S LIST

PROJECT NAME: TOWN OF FLORENCE WELL 3B IMPROVEMENTS

If any bidder intends to subcontract any portion of this contract, the bidder must submit the name, address, license number (if applicable) of each subcontractor including the extent of such subcontracting and include with bid submittal documents. Multiple copies of this form may be made if necessary.

NAME: A and O Painting LICENSE ROC# 129492 L-05
ADDRESS: 3237 E President St. Tucson AZ 85714
EXTENT OF WORK: Painting and coating

NAME: Weber Group LICENSE ROC# 146267
ADDRESS: 16825 S Weber Drive Chandler AZ 85226
EXTENT OF WORK: Well Work

NAME: Dochmagters Electric LICENSE ROC 205884
ADDRESS: 1204 alzora way Tucson AZ 85353
EXTENT OF WORK: Electrical

NAME: Torrent Resources LICENSE ROC # 070465A
ADDRESS: 1509 E Elwood Street PHX AZ 85848
EXTENT OF WORK: Dry Well

NAME: Blanco Concrete LICENSE ROC # 265142(K-9)
ADDRESS: 3645 N Grannen RD Tucson AZ 85745
EXTENT OF WORK: Concrete

NAME: _____ LICENSE _____
ADDRESS: _____
EXTENT OF WORK: _____

ATTACHMENT D

LIST OF PROPOSED SUPPLIERS

PROJECT NAME: TOWN OF FLORENCE WELL 3B IMPROVEMENTS

Bidder shall submit with its Bid a copy of this List of Proposed Suppliers. Owner will review and evaluate the information before award of the Contract.

Upon award of a contract, the named equipment manufacturer shall be furnished, unless changes are specifically authorized by Owner. Substitutions will be permitted if named equipment does not meet the requirements of the Contract Documents, the manufacturer is unable to meet the delivery requirements of the construction schedule, or the manufacturer is dilatory in complying with the requirements of the Contract Documents.

Preliminary acceptance of equipment listed by manufacturer's name shall not in any way constitute a waiver of the Specifications covering such equipment; final acceptance will be based on full conformity with the Contract Documents.

Failure to furnish all information requested or entering more than one manufacturer's name for any item below may be cause for rejection of the Bid.

Section	Equipment	Manufacturer to be Furnished
11212	Split Case Centrifugal Pumps	Aurora
11214	Vertical Lineshaft Well Pump	National
11400	Chemical Metering Pump System	Blue Planet Environmental
16622	Standby Diesel Electric Generator	COMMINGS

COMPANY NAME: SunWestern Contractors

PROJECT NAME: TOWN OF FLORENCE WELL 3B IMPROVEMENTS

NOTICE OF BID INVITATION

The Town of Florence invites sealed bids for the Well 3B Improvements project. The work includes the construction of a well pump with discharge piping to the existing on-site 0.5 MG storage tank, connection modifications to the storage tank, installation of a tank overflow drain to a new retention basin, and construction of a liquid chlorine feed system. The construction of a new booster pump station to replace the existing on-site booster pump station is included as bid alternate work.

SUBMITTAL RECEIPT AND OPENING

SEALED SOLICITATION SUBMITTALS WILL BE RECEIVED until **3:00 P.M. MARCH 18, 2014** at 775 N Main Street, Florence AZ 85132, attention to Lisa Garcia, Town Clerk. **All submittals must be date and time stamped on or before the submittal receipt deadline.** **LATE SUBMITTALS WILL NOT BE ACCEPTED.** Mailed bids shall be addressed to P.O. Box 2670 Florence, AZ 85132, attention to Lisa Garcia, Town Clerk. Submittals will be opened and read as a matter of public information within thirty (30) minutes after the receipt time and date have past. Each Submittal shall be accompanied by a certified check, bank money order, or a Bid Bond, acceptable to the Town of Florence, for a sum of not less than five percent (5%) of the amount of the bid made payable to the Town of Florence.

MANDATORY PRE-BID CONFERENCE

A **Mandatory Pre-Bid Conference** will be held at **10:00 A.M., Local Time, on March 3, 2014** at 425 E Ruggles Florence AZ 85232. This will be the **ONLY** visit provided of the project site.

Contact John Matta or Jared Carr with Water Works Engineers at 480-661-1742 x121 for additional information.

All solicitation documents; drawings, specifications and addenda are available for pickup at the following location: Water Works Engineers, 7580 N Dobson Rd., Suite 200, Scottsdale, AZ 85256. It is imperative that you are a registered Plan Holder with Water Works Engineers in order to be notified of project associated addenda.

TRAVELERS **POWER OF ATTORNEY**

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 226235

Certificate No. 005593636

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

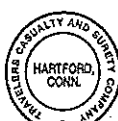
Leon B. Byrd Jr., Miriam Christensen, Jane Kessler Brown, Drew A. Newton, and Stephanie M. Young

of the City of Tucson, State of Arizona, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 9th day of August, 2013.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: 

Robert L. Raney, Senior Vice President

On this the 9th day of August, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2016.




 Marie C. Tetreault, Notary Public



Town of Florence
Well 3B Improvements
Addendum No. 1
Date Issued: March 10, 2014

ADDENDUM NO. 1

This Addendum No. 1 to the above referenced project modifies, clarifies and/or supplements the original documents referenced during the pre-bid meeting and shall become a part of the Contract Documents.

2. Following review of the well video, SGC may recommend specific remediation techniques to clean the well perforations of encrustation and/or bio-fouling that has built up over the past seven years. If recommended, SGC will commission a sub-contractor to brush and swab the well perforations to remove encrustation and bail debris from the bottom of the well. Following cleaning, a second well video will be conducted to confirm the percent opening of the perforations and condition of the casing. A letter report on the post-cleaning condition of the well including a copy of the 2nd video shall be prepared for Owner and Engineer to review.
 3. Following well cleaning, SGC will commission a sub-contractor to install temporary pumping equipment to redevelop the well for a period of 8 hours. Temporary HDPE piping shall be installed for a distance of approximately 4,500 LF from the project site to the vicinity of Heritage Park. Traffic control devices and drive-on and drive-off road crossings shall be provided as necessary. During the pumping period, SGC will monitor the pumping water level, discharge rate, and water quality parameters of pH, conductivity, and temperature over time. Sampling will also be conducted to test for arsenic concentrations in the water over the 8-hour pumping period. Samples will be analyzed in the laboratory for arsenic levels.
- J. PLC programming shall be provided by the Town. Contractor shall coordinate start-up tasks with the Town's programmer and shall attend up to two meetings with Town staff to coordinate the Town's programming efforts with construction activities.

K. Responses to contractors' questions submitted in writing:

1. How long will the tank be available for work and are there time restrictions for taking offline at certain times of the year?

Response: The period of time to construct modifications to the existing storage tank, and construct the new booster pump station if the bid alternate work is executed, shall be limited to 30 calendar days in either case. As described in Sections 01130-1.3.C and 11214-2.2.B, the Well 3B pump has been designed to discharge to distribution system pressures for the specified 30-day tank shutdown period. Note that in accordance with Section 01130-1.3.A.3, Contractor shall submit a detailed work plan of scheduled shutdowns for Engineer's review. Contractor shall be responsible for temporary piping from Well 3B to existing distribution piping located on-site.

2. It is our interpretation of the bid form that both the base and alternate bids are to be summed in Bid Item 2, and any item not included in the base or alternate bid is to be represented in Bid Item 1. What items wouldn't be incorporated within the base or alternate bid? How are the base and

Response: All materials testing, including backfill, sub-grade compaction, concrete and asphalt, shall be provided by contractor. See the pertinent specification section for the sampling, testing and reporting requirements of each material type.

8. What color of decomposed granite should be provided. What are the limits of decomposed granite installation?

Response: Provide decomposed granite in Madison Gold color. The installation limits of decomposed granite shall be the entire yard south of the temporary construction fencing defined on drawing D-1, with the exception of asphalt surfaces, equipment and existing buildings.

9. Is a soils report available for the project site? Are as-builts of the existing reservoir available?

Response: No, soils report and reservoir as-builts are not available.

10. Are new cans to be provided for the salvaged/relocated booster pumps? Please provide specifications.

Response: The existing booster pumps to be relocated are not can pumps. The existing pumps are multistage centrifugal pumps, Goulds model 92SV.

SECTION 13007

PREFABRICATED SHADE CANOPIES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Scope: CONTRACTOR shall provide all labor, materials, equipment, and Incidentals as shown, specified and required to furnish and install a prefabricated commercial shade canopy for covering the area containing electrical and controls equipment, chemical storage and feed equipment.
- B. The canopy shall be a permanent fabric architectural structure designed to shield people, products, and materials from rain, sun, and ultraviolet radiation. The structure shall consist of all structural members, an anchored integrated steel cable frame in a variety of forms and a durable canopy top made of a treated polyethylene material knitted into a porous mesh fabric. The completed structure will be as shown on the contract drawings.

1.2 QUALITY ASSURANCE

- A. The system to be furnished under this section shall be the product of firms regularly engaged in the design and manufacture of prefabricated shade canopies.
- B. Qualifications: The manufacturer shall have experience in producing similar equipment, and shall show evidence of five (5) installations in satisfactory operation for at least five (5) years.
- C. Warranty: The canopy supplier shall warrant all workmanship and materials for a period of ten (10) years no-tear, no-run, mildew-resistant warranty with a minimum of 83% shade cover and 85% UV blockage from the date of substantial completion. The first five (5) years are a non-prorated warranty.

1.3 SUBMITTALS

- A. Submittals shall be in accordance with Section 01300, Submittals.
- B. Submit the following items to the ENGINEER for approval:
 - 1. Shop drawings:
 - a. Complete drawings and details of the canopy structure and anchorage system, including critical dimensions, jointing and connections, fasteners and anchors.
 - b. Materials of construction
 - c. Sizes, spacing, and location of structural members, cables, connections, and attachments.
 - d. Protective coatings system
 - 2. Product Data:
 - a. Complete design calculations for canopy, reinforcement, and anchorage system. Calculations shall be signed by a registered Civil or Structural Engineer licensed to practice in Arizona.
 - 3. Samples: 8-inch square sample of representative canopy material.

13007-1

loads, and cables sewn into each seam to provide extra uplift stability. Heavy duty galvanized thimbles, copper swage sleeves, and steel plates with pre-punched holes welded to the steel frame shall be used at each connection point. All thimbles shall be hot dipped galvanized.

4. Connections: The steel frame shall be fabricated in the shop. All metal to metal connections shall be welded by certified welders with a minimum experience of five (5) years following procedures in compliance with the latest edition of the American Welding Society.
5. Coating: All steel components shall be cleaned with a degreasing agent to remove surface oil and grease, primed to ensure maximum adhesion of the final coating, and coated with Imron® 3.5 HGT High Gloss Polyurethane enamel, or approved equal.

B. Canopy

1. Fabric: The canopy shall utilize a Rachel-knitted, high density polyethylene fabric with UV stabilization additives. The color of the material shall be selected by the Owner. The canopy material shall be connected to the structure at multiple points to ensure structural integrity.

The canopy material shall meet or exceed the flammability standards of NFPA 701 and ASTM E84.

2. Thread: Gore Tenara®, or approved equal, sewing thread shall be used in the manufacture and construction of the shade and cable tension fabric structures. The thread shall be 100 percent expanded polytetrafluoroethylene (PTFE) that is completely resistant to UV sunlight, non-flammable, mold-resistant, and is compatible with cleaning chemicals, saltwater, and extreme temperatures. Thread color shall resist fading.
3. Sewing for cloth to cloth connections: Seams shall be flat fell, with all of edges concealed. Cable shall be inserted between the seam for additional attachment points of the top to the frame.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Verify that concrete is level and true to plane and of correct dimensions to receive structure. Correct any deficiencies before anchoring structural members.

3.2 INSTALLATION

- A. Install the canopy structure in accordance with the manufacturer's Instructions.
- B. Furnish and install all required fasteners and anchors for a complete installation.

+ + END OF SECTION + +

13007-3

SECTION 15200 VS

VALVE SCHEDULE

1.1 DESCRIPTION

A. General:

1. This schedule is provided for the convenience of the CONTRACTOR. Some valves may be shown on the drawings, but not listed here.
2. Valve specifications are given in Section 15200, Valves and Operators.

B. Valve Tag Number:

1. Tag numbers are as noted in the Drawings.
2. Valves with equipment tags identified in this Section as "Alternate Bid Equipment" shall be furnished and installed only if OWNER authorizes the construction of alternate bid items.

C. Valve Type:

1. Valve types are as described in 15200, Valves and Operators

D. Valve Ends:

1. FLG - Flanged
2. GRV - Grooved End
3. MJ - Mechanical Joint
 - a. Where the surrounding piping system is installed with restrained joints, MJ valves shall be installed using RMJ (restrained mechanical joint) glands per 15120, Piping Specialties.
4. SLV - Solvent Welded Socket
5. SLD - Soldered Socket
6. THR - Threaded
7. W - Wafer

E. Installation Codes

1. Ex - Exposed
2. Un - Underground

F. Valve Actuators, as described in 15200, Valves and Operators

1. HW - Handwheel
2. L - Lever
3. N - 2" Nut
4. N/A - Not Applicable
5. EA-1 - Motor, Light-Duty - Open/Close

1.2 VALVE SCHEDULE

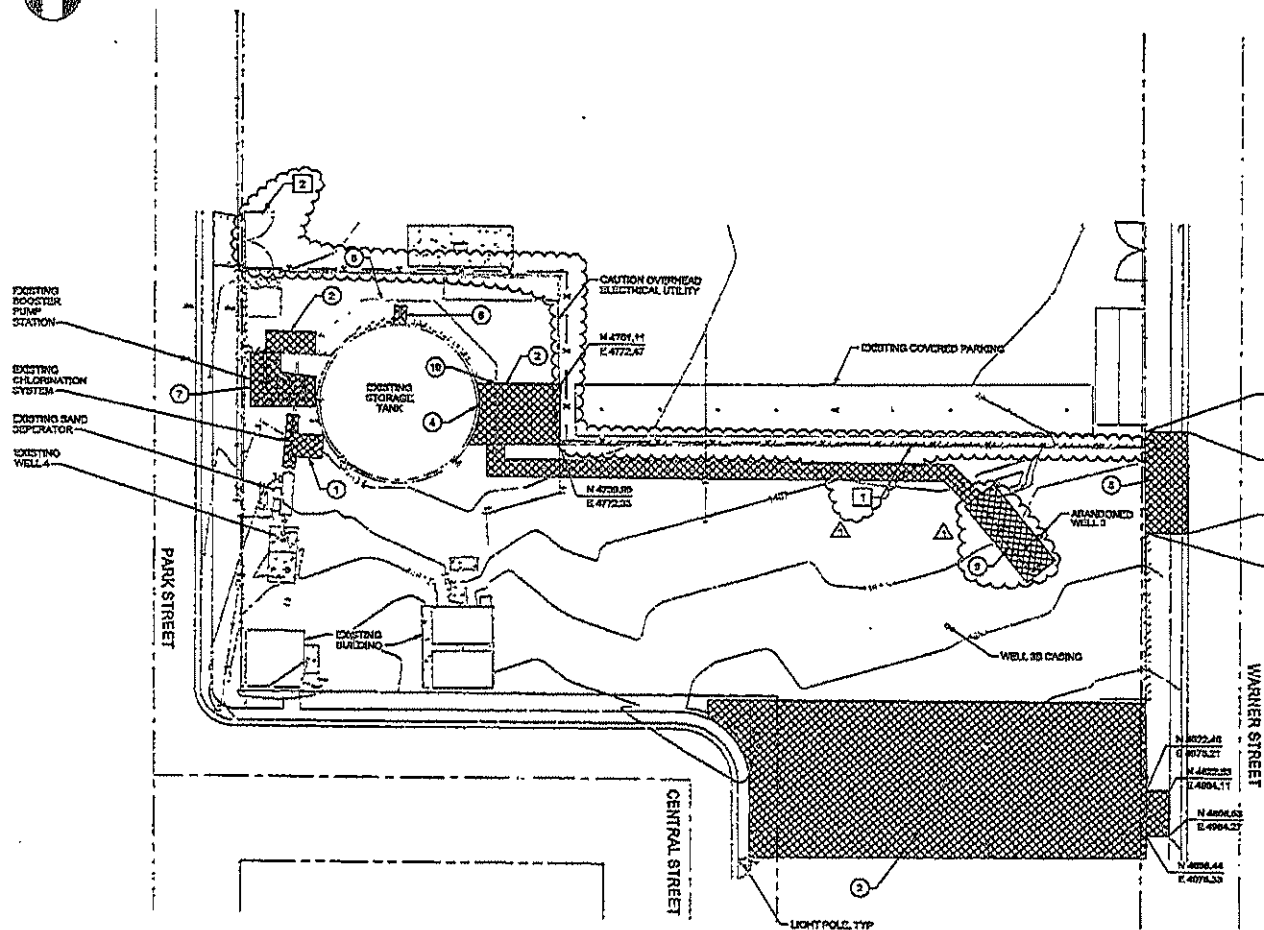
VALVE TAG NUMBER	VALVE TYPE	ENDS	DIAMETER	INSTALLATION	ACTUATOR
10-V-01	PLV-10	FLG	12"	EX	EA-1
10-V-02	CKV-10	FLG	12"	EX	N/A

15200 VS-1



DRAWINGS

- A. Replace the following Drawing Numbers with the attached drawings that includes revisions to the original bid documents:
1. D-1
 2. D-1A
 3. C-3
 4. M-2A
 5. M-20
 6. M-21
 7. M-50
 8. M-51A



NOTES

- DEMOLISH EXISTING CHLORINATION BUILDING AND CONTENTS. CONTRACTOR TO SALVAGE METERING EQUIPMENT AND GAS CYLINDER.
- SAWCUT AND REMOVE EXISTING ASPHALT AS REQUIRED TO COMPLETE DRIVEWAY. PROTECT IN-PLACE EXISTING LIGHT POLES.
- NOT USED.
- REMOVE EXISTING 8" OVERFLOW PIPING ON BOTH INTERIOR AND EXTERIOR OF TANK WALL.
- SAWCUT AND REMOVE EXISTING SIDEWALK AND CURB AS REQUIRED TO COMPLETE DRIVEWAY.
- REMOVE ALL PIPE AND FITTINGS AND INSTALL BLIND FLANGE TO TANK OUTLET. CAP EXISTING FILL LINE PIPE BELOW GRADE. APPLY BACKFILL AND COMPACTION TO 95% UNIFORM DENSITY PER MGD STD SPECIFICATIONS 201.
- OVER-EXCAVATE BOOSTER PUMP (SLAB AREA 2 FT DEPTH) DISMISSED EXISTING BOOSTER PUMP STATION AND ABANDONED PUMP / CANS LOCATED BENEATH EXISTING BOOSTER PUMP. BACKFILL WITH NATIVE SOIL PER MGD STD SPECIFICATION 702 AND COMPACTION TO 95% UNIFORM DENSITY PER MGD STD SPECIFICATION 201. SALVAGE EXISTING BOOSTER PUMP.
- DEMOLISH EXISTING 8" TANK FILL LINE WHERE LOCATED IN EXTENTS OF EXCAVATION FOR NEW BOOSTER PUMP STATION. ABANDON 8" LINE IN PLACE BEYOND EXTENTS OF EXCAVATION AND CAP BURIED END.
- REMOVE ABANDONED HYDROPHILIC TANK, PIPES, VALVES AND ELECTRICAL CONDUIT. CONTRACTOR SHALL PROTECT IN PLACE.
- CAP EXISTING WATER LINE AT EDGE OF PAVEMENT. WATER LINE IS CONNECTED TO TANK AND WILL REQUIRE CONTRACTOR TO ISOLATE TANK CONNECTION. SHUT OFF WELL 4 AND DRAIN THE LINE PRIOR TO CAPPING.

WORK ACCESS NOTES

- CONTRACTOR INSTALLED TEMPORARY FENCING. CONTRACTOR'S WORK AREA SHALL BE LIMITED TO AREA BOUTH OF FENCE.
- CONTRACTOR SHALL MAINTAIN YARD ACCESS GATE ACCESSIBLE FOR TOWN STAFF AT ALL TIMES.

20 0 20 40 FEET
SCALE 1"=20'

CALL THE WORKERS DATE BEFORE YOU DIG
682-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)



NO.	REV.	DATE	BY	CHKD.	DESCRIPTION
1					ISSUED FOR PERMIT
2					ISSUED FOR PERMIT
3					ISSUED FOR PERMIT
4					ISSUED FOR PERMIT
5					ISSUED FOR PERMIT
6					ISSUED FOR PERMIT
7					ISSUED FOR PERMIT
8					ISSUED FOR PERMIT
9					ISSUED FOR PERMIT
10					ISSUED FOR PERMIT

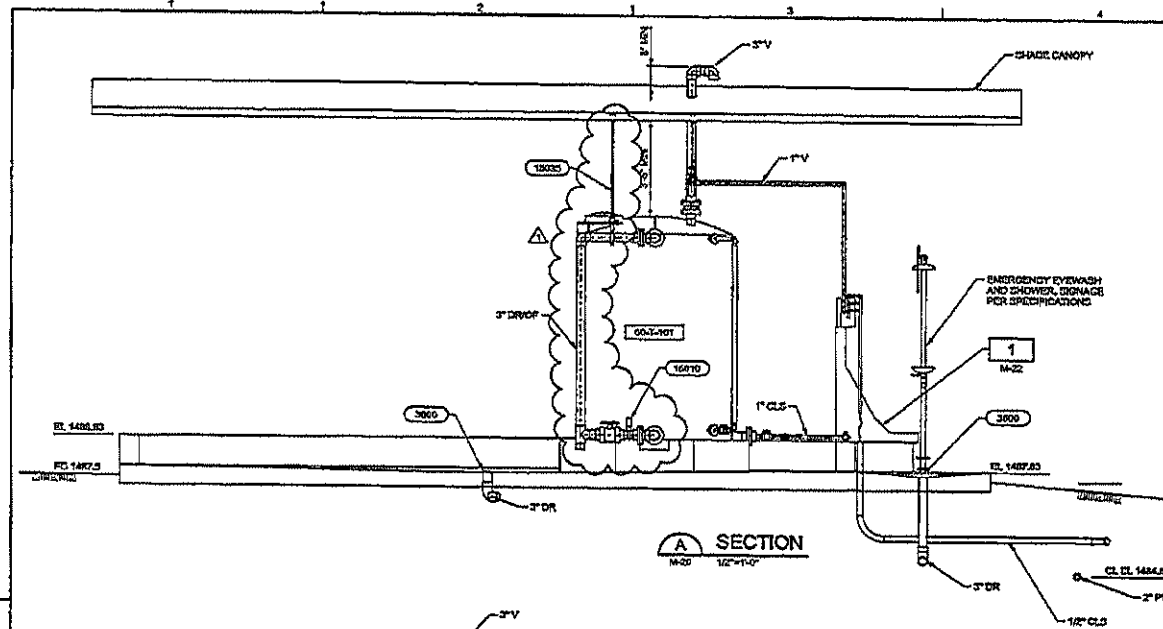
WATERWORKS ENGINEERS
P.O. BOX 1000 • GLENDALE, AZ 85301

TOWN OF GLENDALE
WELL 33 APPROVED

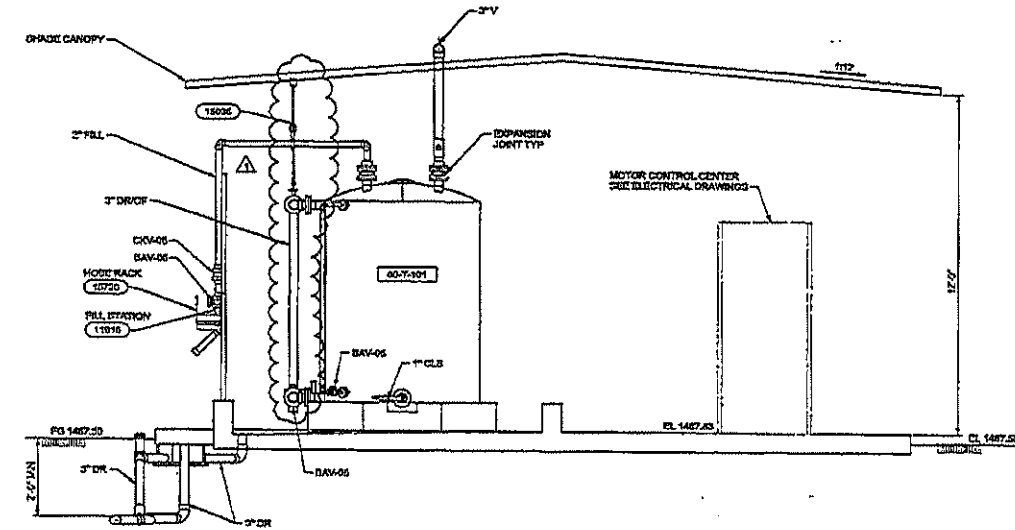
DEMOLITION
DEMOLITION PLAN
BID ALTERNATE

DATE
MAY 2010
PROJECT NUMBER
06-010-110
DRAWING NUMBER
D-1A

SHEET 1 OF 1
SCALE: THREE



A SECTION
M-20 1/2\"/>

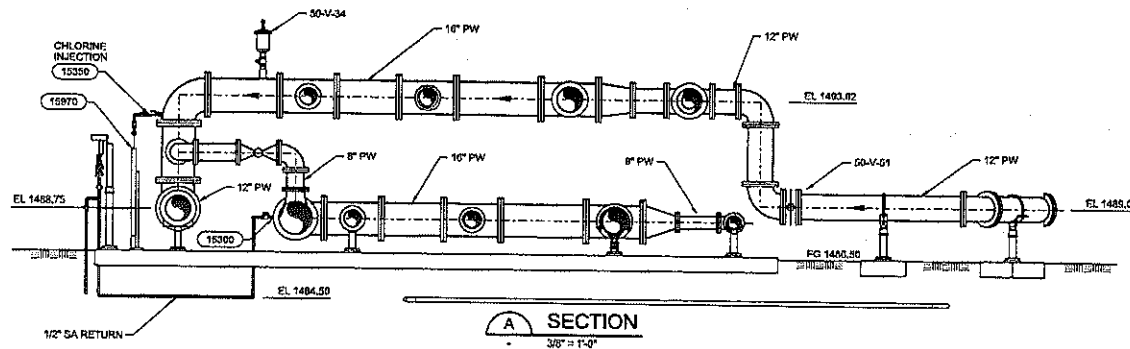


B SECTION
M-20 1/2\"/>

SCALE 1/2\"/>

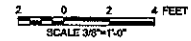
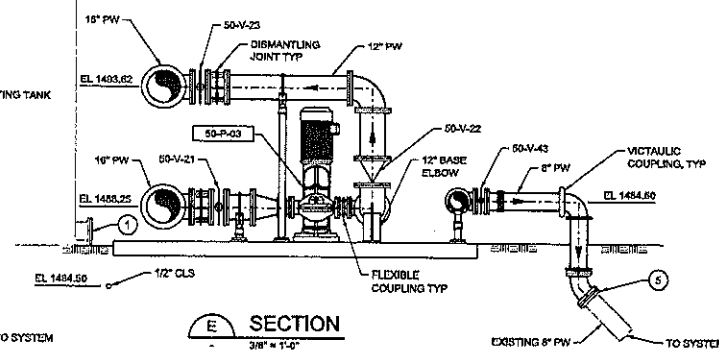
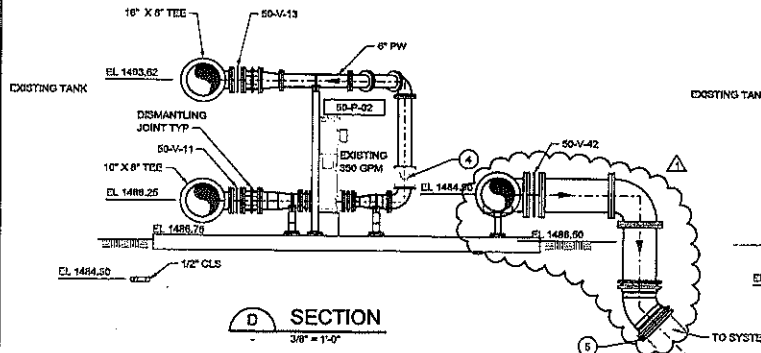
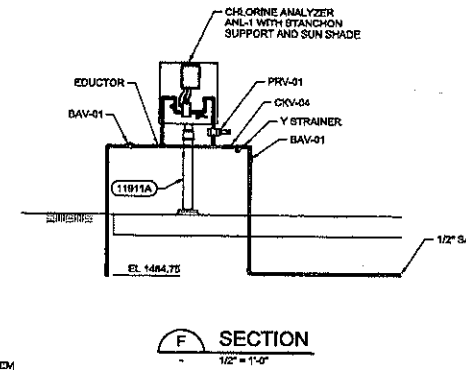
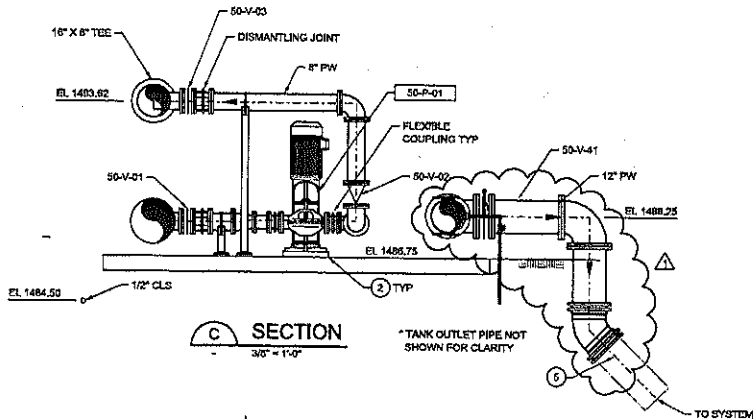
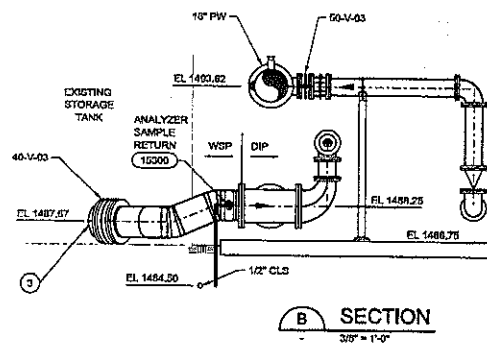


PROJECT		DATE	
WATERWORKS ENGINEERS		MAY 2010	
TOWN OF FLORENCE		PROJECT NUMBER	
WELL 33.03750-0000000000		SHEET NUMBER	
MECHANICAL		SCALE 1/2\"/>	



NOTES

1. INSTALL BUND FLANGE.
2. SEE STRUCTURAL DRAWINGS FOR INSTALLATION OF EQUIPMENT SLAB, ANCHOR PUMP AND MOTOR FRAME TO SLAB PER MANUFACTURERS RECOMMENDATIONS.
3. INSTALL NEW TANK OUTLET PER DETAIL 10 ON SHEET 9-6A.
4. SALVAGE EXISTING VALVE AND RELOCATE AS SHOWN.
5. CONNECT TO EXISTING PIPE WITH RESTRAINED MECHANICAL JOINT COUPLINGS OR EQUAL.



REUSE OF DOCUMENTS: THIS DOCUMENT AND THE IDEAS AND DESIGN INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF WATERWORKS ENGINEERS, L.L.C. AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF WATERWORKS ENGINEERS, L.L.C.

FILENAME: 25CADP190208-010-00 Florence V48 30Drawings\Chlorine\PS Altern\Sheet107614-2584.dgn

PLOT DATE: 3/10/2014

PLOT TIME: 5:05:08 PM

SCALE: 1/8\"/>

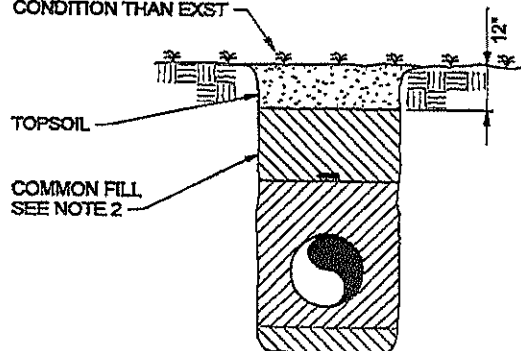
WATERWORKS ENGINEERS
INCORPORATED
1000 S.W. 10th Ave., Suite 100
Fort Lauderdale, FL 33304
Phone: 954.341.1177
Fax: 954.341.1178

TOWN OF FLORENCE
WELL 33 IMPROVEMENTS

BOOSTER PUMP STATION SECTIONS
BID ALTERNATE

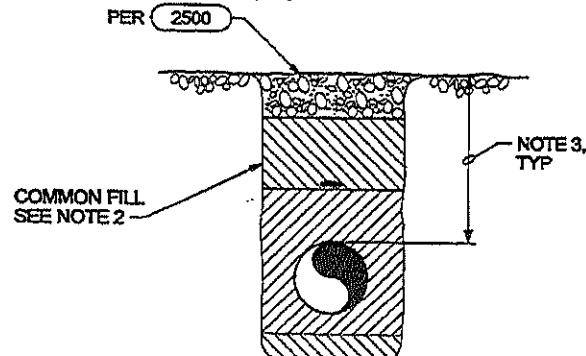
DATE: MAY 2010
PROJECT NUMBER: 06-010-16
DRAWING NUMBER: M-51A
SHEET: 10 OF 10

RESTORE LANDSCAPING
TO EQUAL OR BETTER
CONDITION THAN EXST

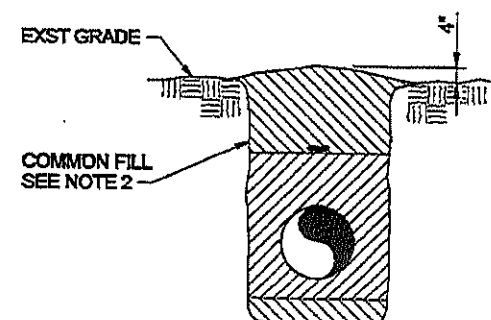


LANDSCAPE AREAS

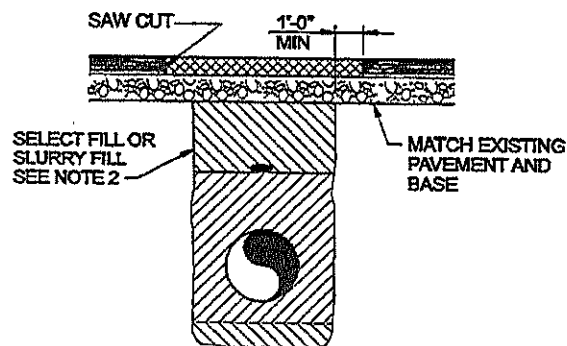
GRAVEL SURFACING
PER 2500



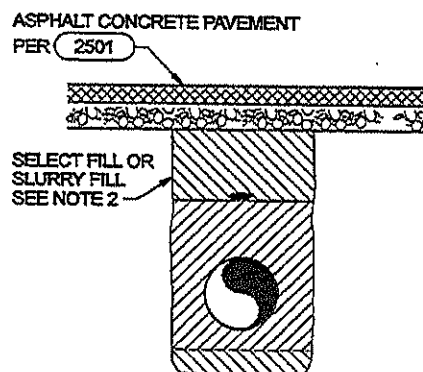
GRAVEL SURFACE AREAS



UN-SURFACED AREAS
WITHOUT LANDSCAPING

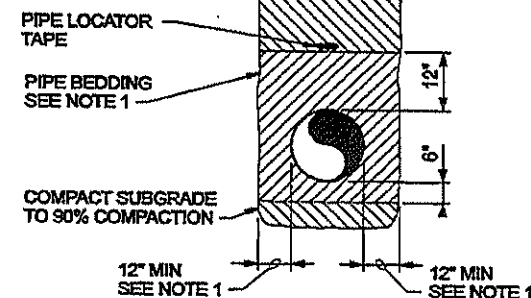


EXISTING PAVED AREA



NEW PAVED AREA

BACKFILL AND SURFACE RESTORATION
VARY BY LOCATION MATCH EXISTING
CONDITIONS WITH A SURFACE TREATMENT
SHOWN ON THIS DETAIL



PIPE ZONE
(TYPICAL ALL SECTIONS)

NOTES:

1. PIPE BEDDING SHALL BE GRANULAR BEDDING FOR ALL DUCTILE IRON OR STEEL PIPE AND SAND FOR ALL OTHER PIPE. COMPACT TO 90% RELATIVE COMPACTION. ALTERNATELY, SLURRY FILL MAY BE USED FOR PIPE BEDDING. IF SLURRY FILL IS USED, TAKE PRECAUTIONS TO PREVENT PIPE FLOATING. ALSO, IF SLURRY FILL IS USED, TRENCH WIDTH CAN BE NARROWED TO 6-INCHES OUTSIDE OF PIPE WALL ON EACH SIDE.
2. COMPACT ALL TRENCH BACK FILL (COMMON FILL AND SELECT FILL) TO 90% COMPACTION MORE THAN 2-FEET BELOW GRADE; 95% COMPACTION LESS THAN 2-FEET BELOW GRADE.
3. UNLESS NOTIFIED OTHERWISE, PROVIDE MINIMUM 3-FEET OF COVER OVER ALL BURIED PIPELINES.

TYPICAL TRENCH SECTIONS

NTS

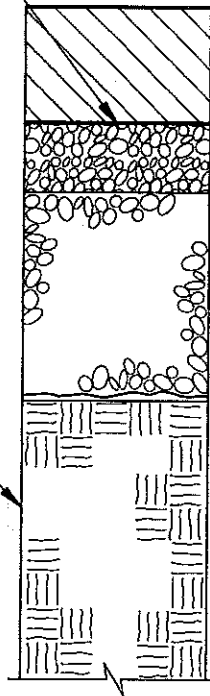
2000



WATERWORKS
ENGINEERS

FINISH GRADE
AS SHOWN

PREPARED
SUBGRADE
(COMPACT TO
90% RELATIVE
COMPACTION)



3"
ASPHALT CONCRETE
PAVEMENT

2"
LEVELING COURSE
AGGREGATE BASE,
COMPACT TO 95%
RELATIVE COMPACTION

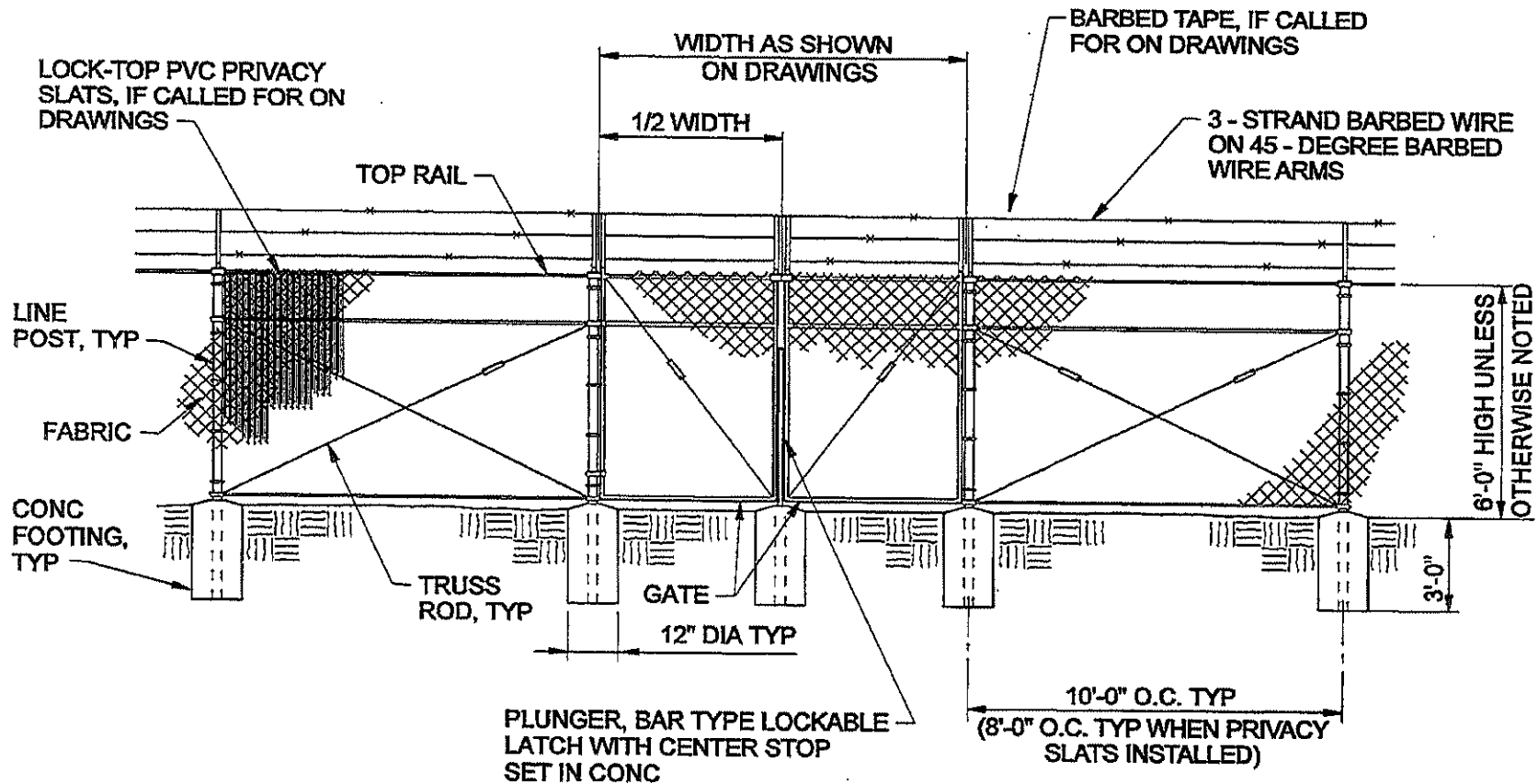
6"
AGGREGATE
BASE COMPACT
TO 95% RELATIVE
COMPACTION

ASPHALT CONCRETE PAVEMENT

NTS

2501





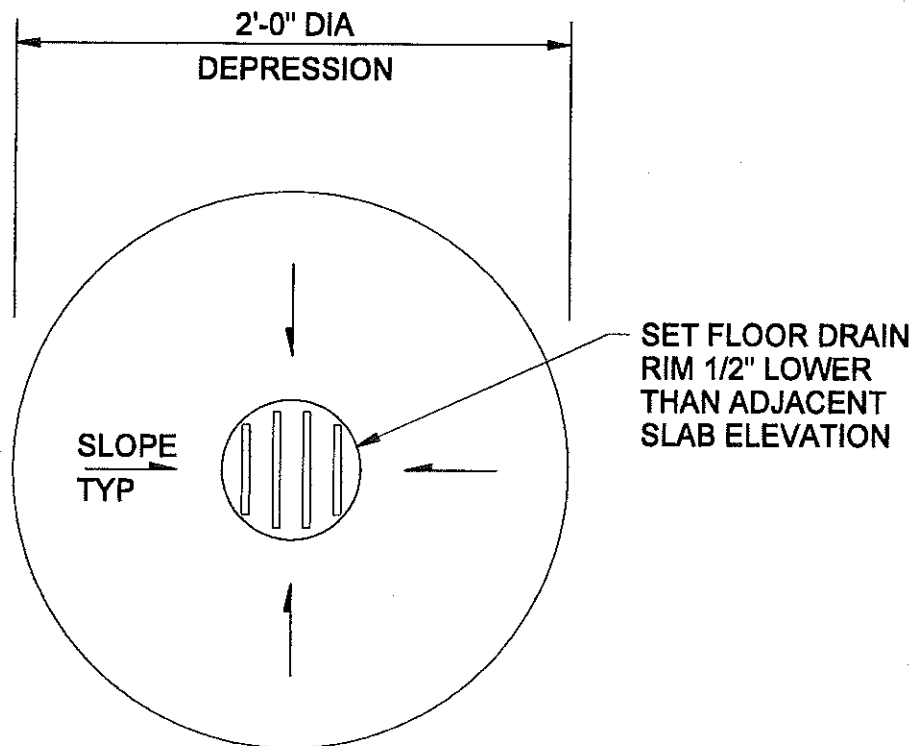
CHAINLINK DOUBLE-LEAF GATE

NTS

2801



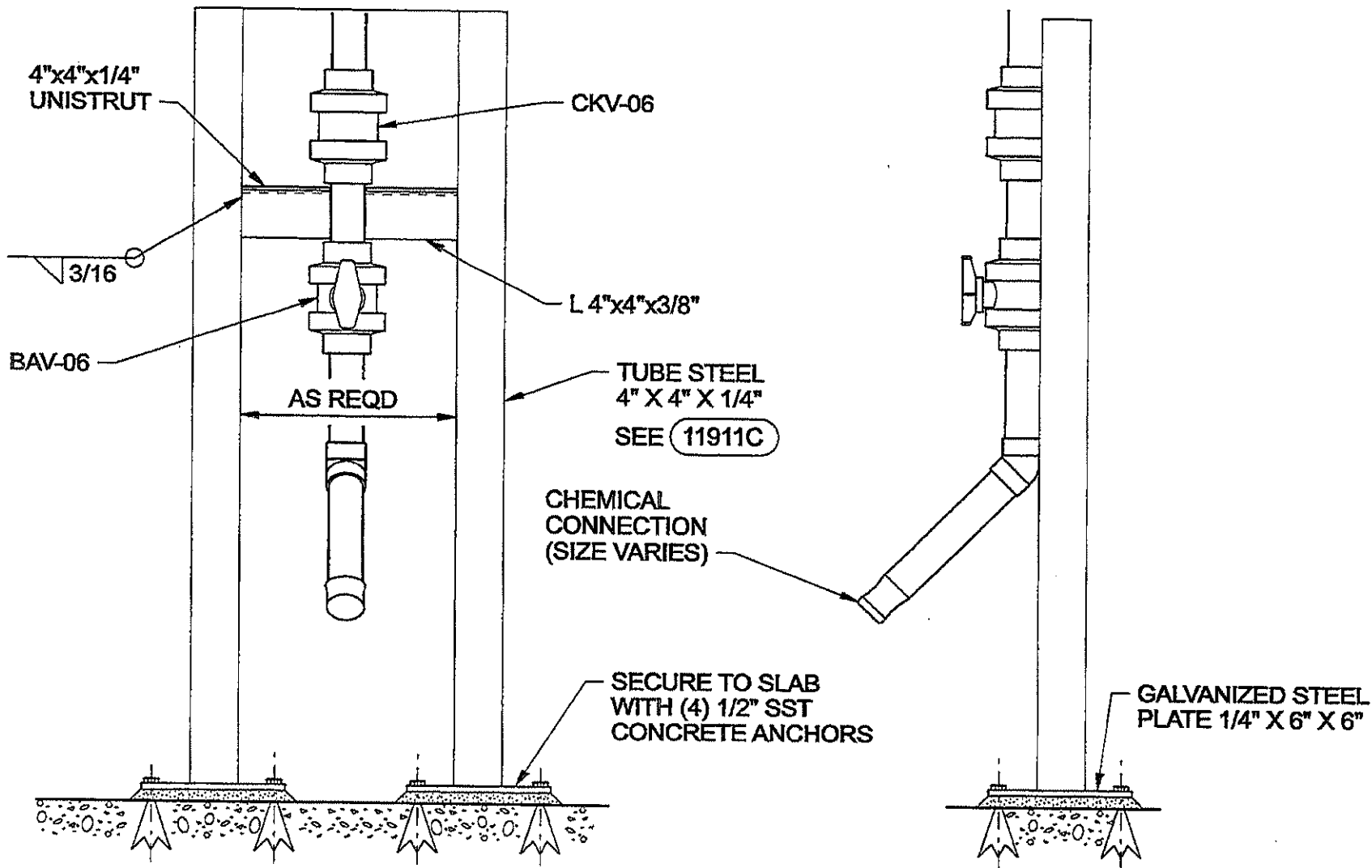
WATERWORKS
ENGINEERS



FLOOR DRAIN
NTS

3600





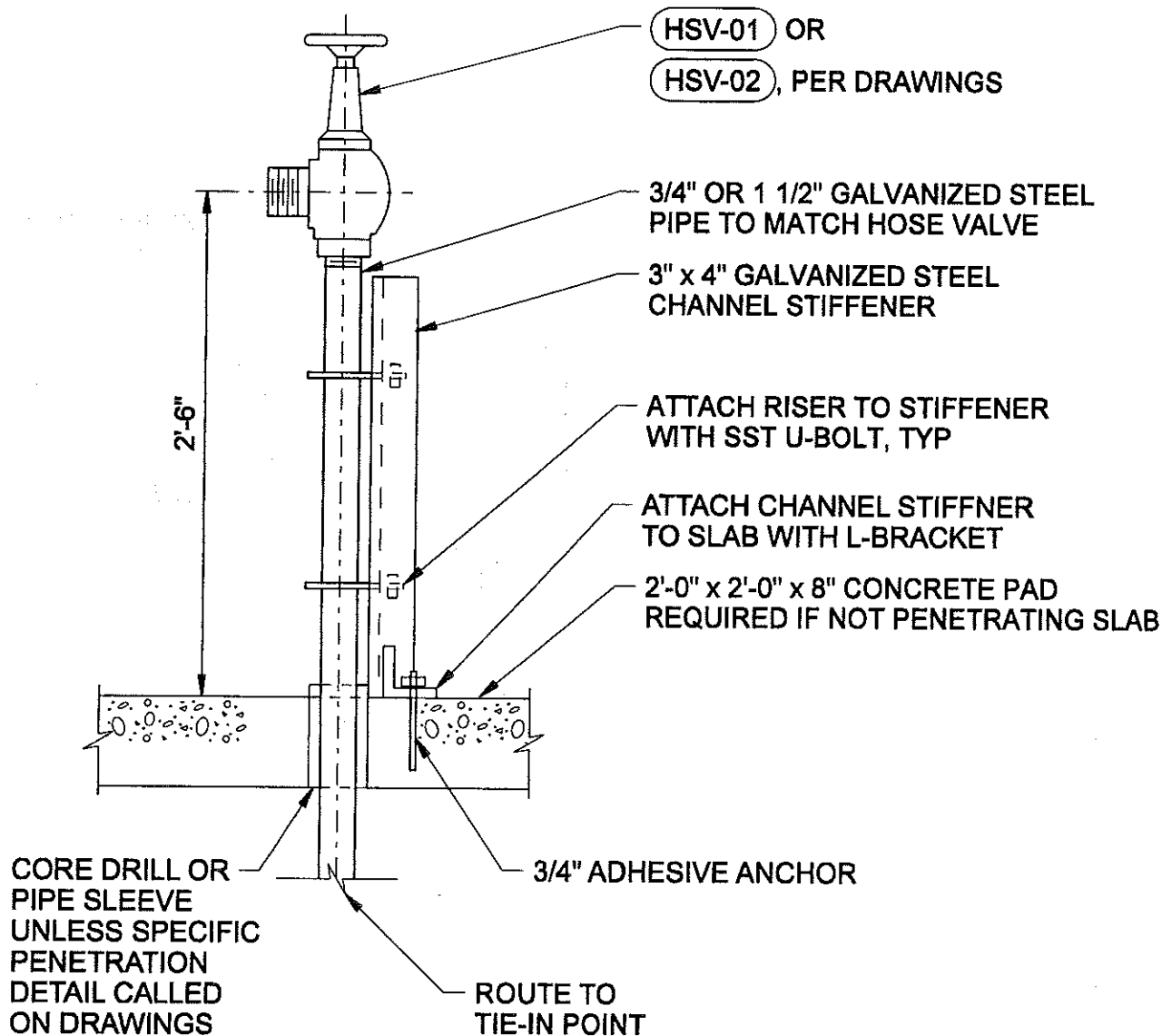
FILL STATION

NTS

11915



WATERWORKS
ENGINEERS

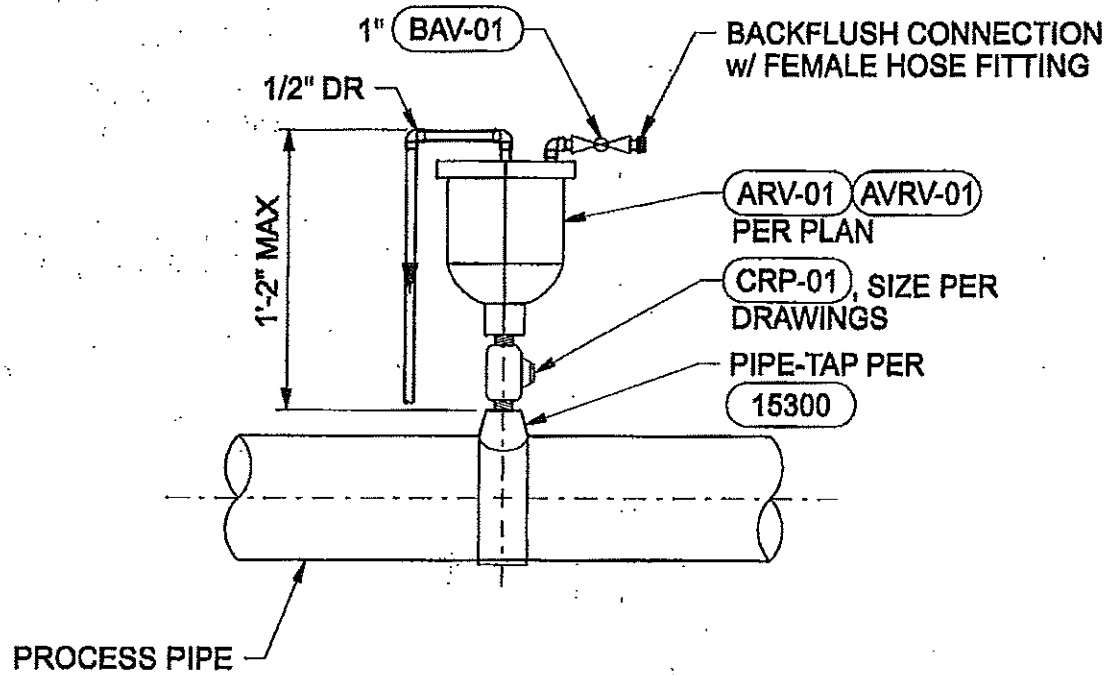


THROUGH-SLAB CHANNEL SUPPORTED HOSE VALVE

NTS

15200A

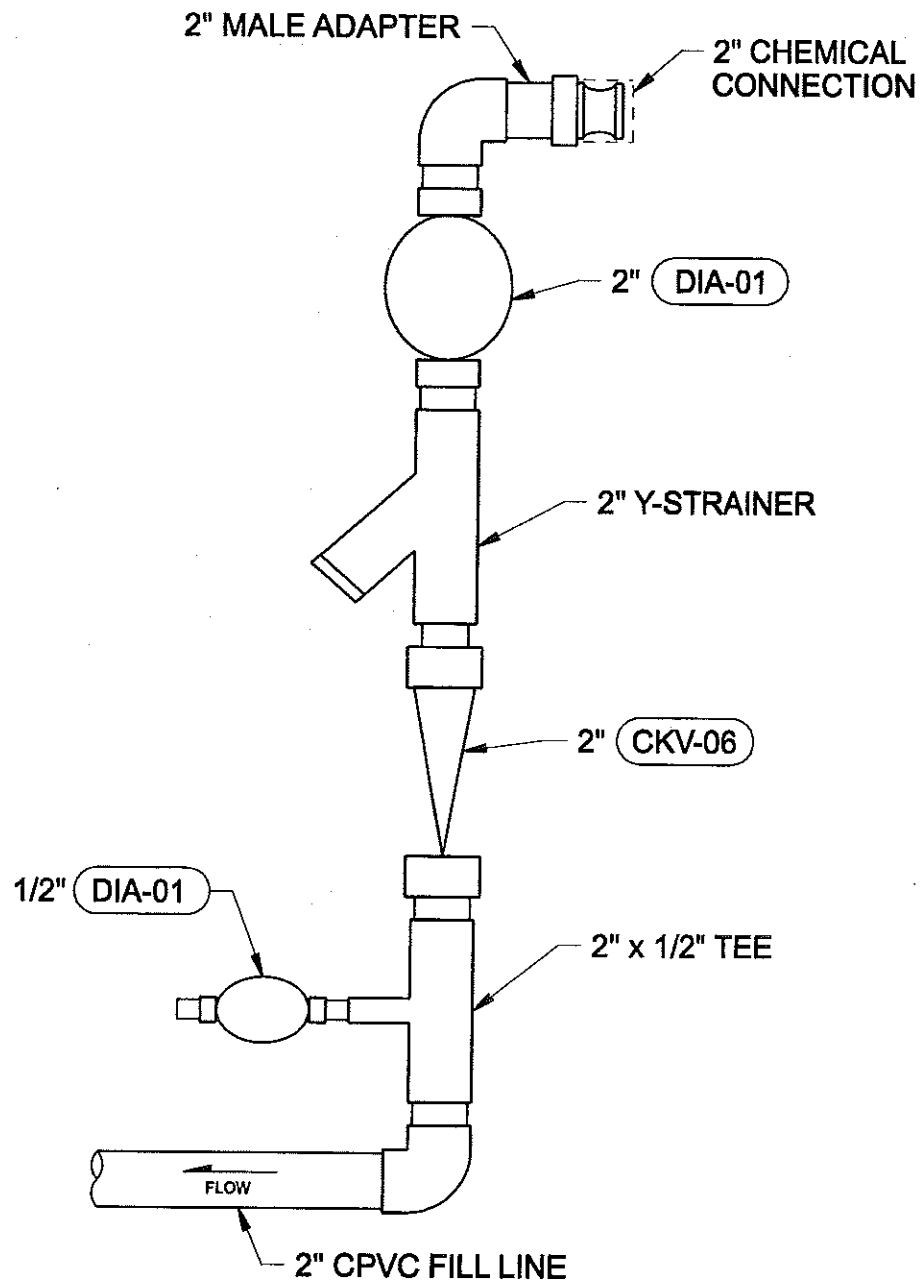




AIR RELEASE VALVE INSTALLATION WATER SERVICE

NTS

15230



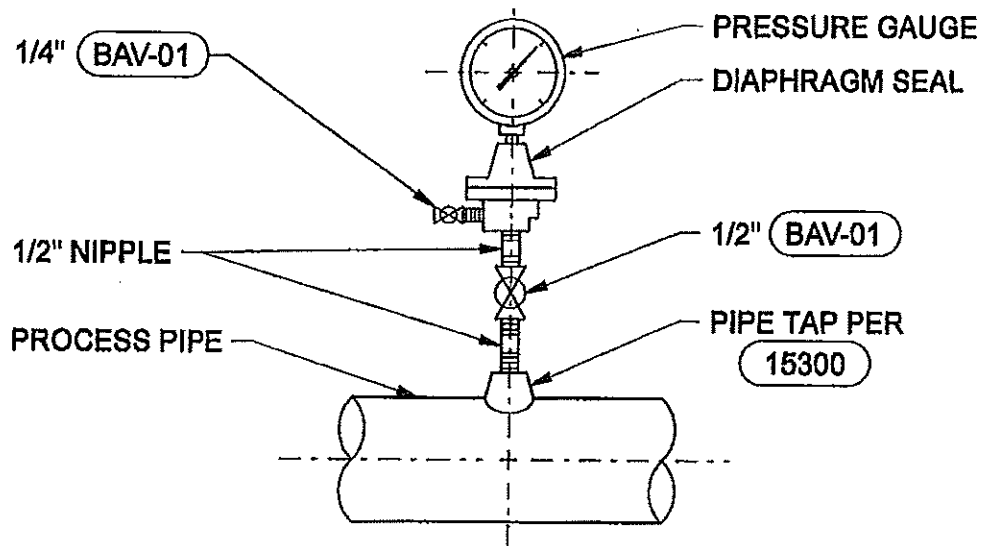
NOTE:

EXACT GEOMETRY MAY VARY, SEE DWGS. INSTALL SO THAT ENTIRE ASSEMBLY (INCLUDING CHEMICAL CONNECTION) IS INSIDE CONTAINMENT AREA.

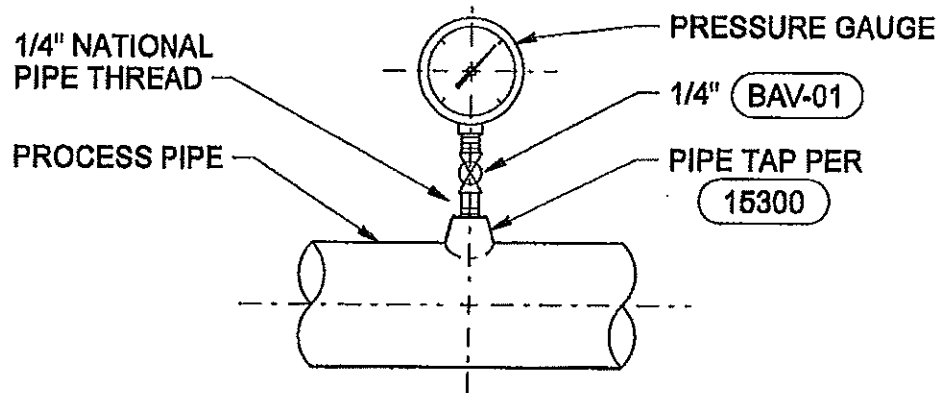
**CHEMICAL
FILL CONNECTION**
NTS

15240





DIAPHRAGM SEAL INSTALLATION



DIRECT INSTALLATION

NOTES:

UNLESS NOTED OTHERWISE ON THE DRAWINGS

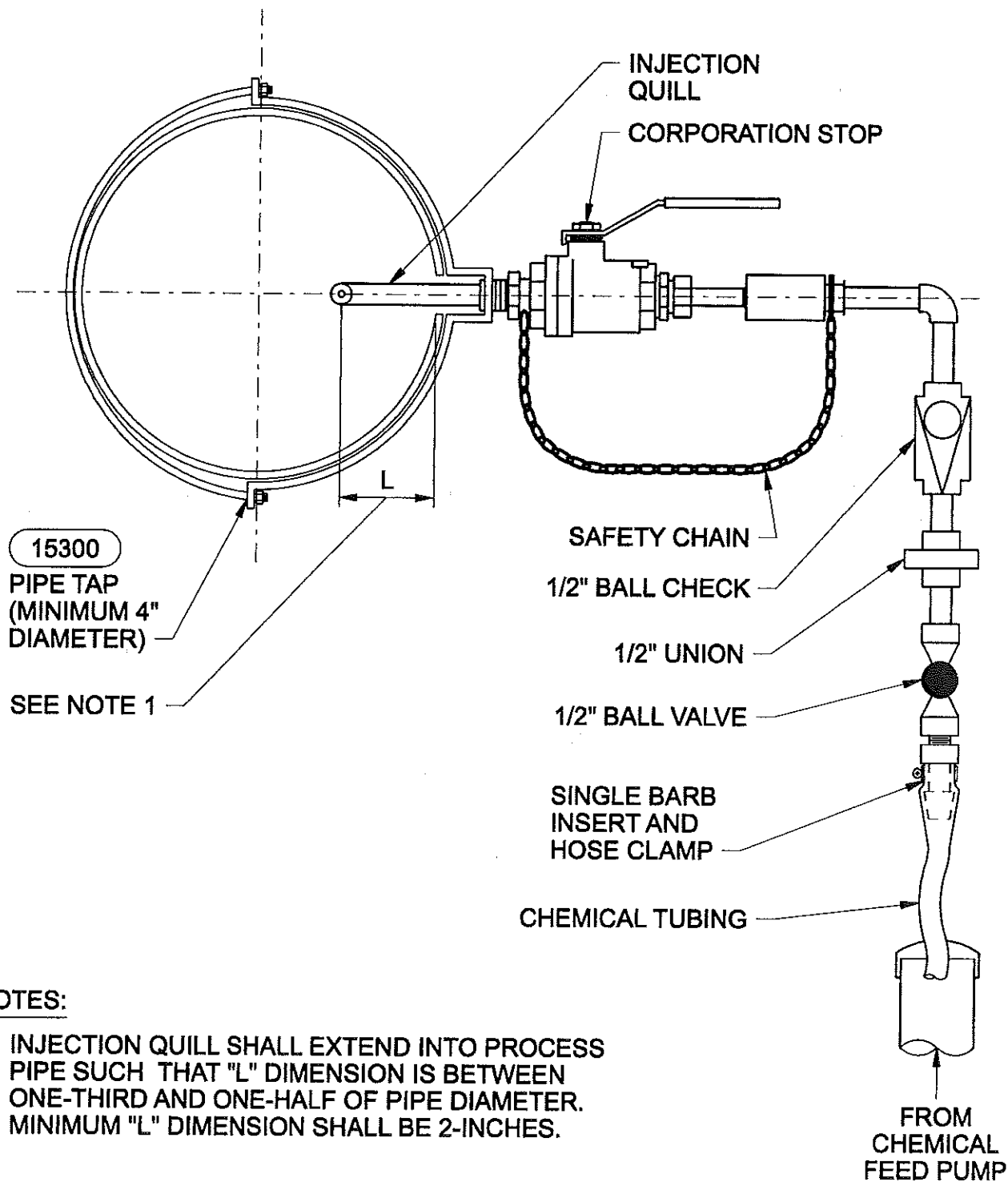
1. USE DIRECT INSTALLATION FOR POTABLE WATER, RAW WATER, RECLAIMED WATER PROCESS PIPES AND AIR PIPING
2. USE DIAPHRAGM SEAL INSTALLATION FOR SEWAGE, SLUDGE, CHEMICAL AND ALL PROCESS PIPES THAT ARE NOT WATER OR AIR.

PRESSURE GAUGE MOUNTING

NTS

15310





NOTES:

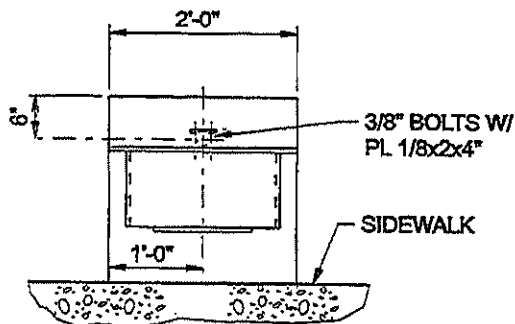
1. INJECTION QUILL SHALL EXTEND INTO PROCESS PIPE SUCH THAT "L" DIMENSION IS BETWEEN ONE-THIRD AND ONE-HALF OF PIPE DIAMETER. MINIMUM "L" DIMENSION SHALL BE 2-INCHES.

CHEMICAL INJECTION POINT

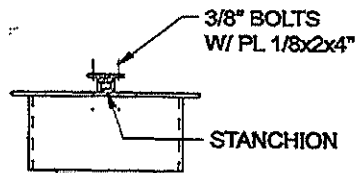
NTS

15350

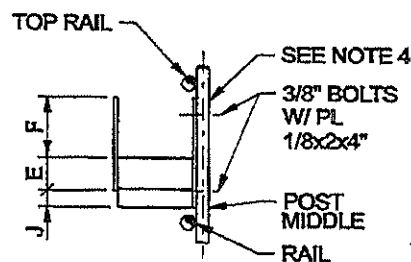




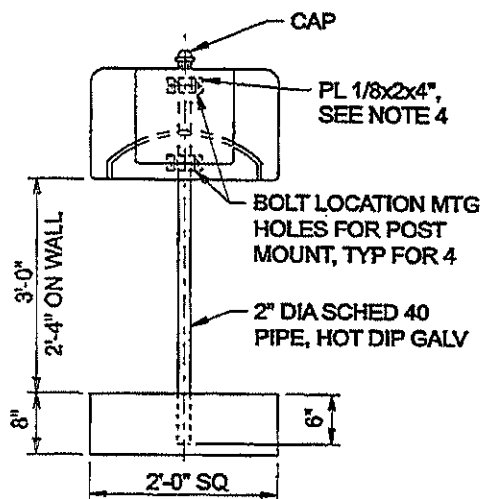
PLAN-POST MOUNT



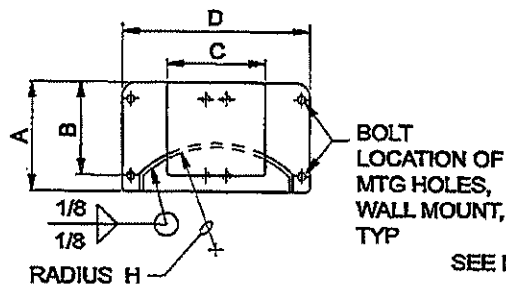
STANCHION MOUNTED



HANDRAIL POST MOUNTED



SECTION



WALL MOUNTED

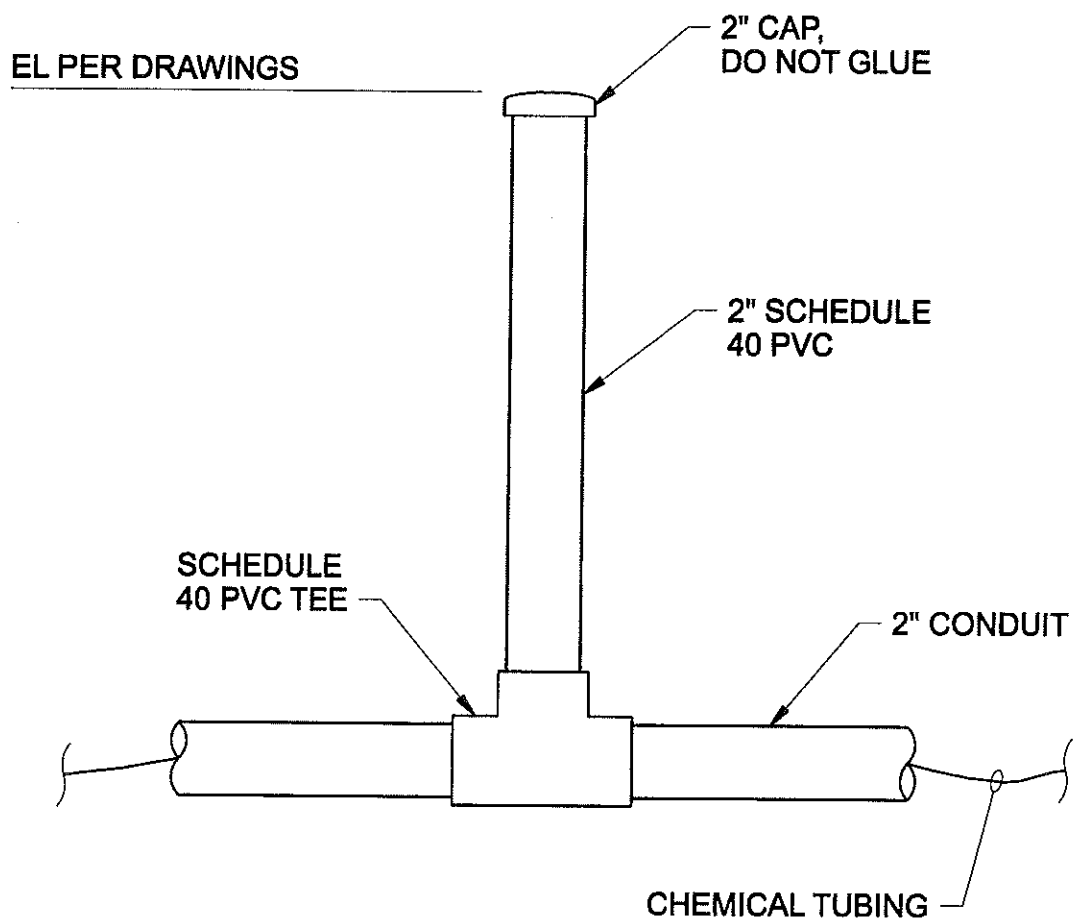
RACK TYPE	DIMENSION IN INCHES								
	A	B	C	D	E	F	G	H	J
TYPE A-3/4" & 1" HOSE	9	9	6	9	3	4	7-1/2	9-3/4	2
TYPE B-1 1/2" HOSE	12	12	9	12	4	6	10	13	2

NOTES:

1. INTERIOR UNITS SHALL BE FABRICATED FROM 1/8" A-36 STEEL PLATE AND ENTIRE UNIT SHALL BE HOT DIP GALVANIZED AFTER FABRICATION.
2. EXTERIOR UNITS SHALL BE FABRICATED FROM 3/16" 6061-T6 ALUMINUM ALLOY PLATE.
3. ATTACH TO CONCRETE WALL WITH (4) - 3/8" STAINLESS STEEL STUD TYPE WEDGE ANCHORS.
4. ATTACH TO VERTICAL HANDRAIL OR INDIVIDUAL POST WITH PLATES AND (4) - 3/8" STAINLESS STEEL BOLTS.
5. ATTACH TO STEEL COLUMN WITH (4) - 3/8" ROUND HEAD BOLTS, ONE EACH CORNER. INSERT DOUBLE SPACER NUTS BETWEEN COLUMN AND HOSE RACK.

HOSE RACK
NTS

15720



INSPECTION PORT

NTS

15971





Town of Florence
Well 3B Improvements
Addendum No. 2
Date Issued: March 13, 2014

ADDENDUM NO. 2

This Addendum No. 2 to the above referenced project modifies, clarifies and/or supplements the original documents referenced during the pre-bid meeting and shall become a part of the Contract Documents.

Response: PVC-coated conduit is only required at the chlorination area as shown on the drawings.

2. Drawing E10 Detail B shows "stand" mounted transmitters to be provided with a sunshade which would apply to the flow meters and level transmitters. Should a sunshade requirement also be added for process pipe-mounted pressure transmitters or the CL2 residual analyzer.

Response: Shade covers are not required for pipe mounted pressure transmitters. The chlorine analyzer will be provided with stanchion support and rain hood as shown on M-30.

3. Sections 16500 Light Fixtures and 16570 Lighting Controls were issued, however the drawings do not indicate any new fixtures or lighting circuits. Will any additional lighting be required for the project?

Response: Additional area lights are not required as a part of this project.

4. Section 16136 Underground Ductbanks appear to apply to concrete encased ductbanks. However, Drawing E10 Detail D indicates the ductbanks for this project to be direct buried. Should Drawing E10 Detail D be changed to have concrete encased ductbanks provided for this project?

Response: All conduit duct banks shown are to be direct buried. Concrete encased duct banks are not required.

5. Section 16136-3.1.L specifies a #3/0 bare copper conductor to be placed in each ductbank envelope. However, the project specific ductbank detail, Drawing E10 Detail D, does not show a bare copper conductor to be required. Should a #3/0 bare conductor be added to this detail and included in the bid?

Response: A #3/0 ground above the duct bank is not required since the conduits are direct buried.

6. Section 16060-3.1.C specifies a #4/0 ground cable to be run from each column of a "steel structure" to a grid around the perimeter of the structure. Should the Shade Structure over the Chemical Area and Motor Control Center be considered a "steel structure" and is a ground grid required for this project? If a ground grid is required, please provide a drawing detailing the layout for any ground grid required for this project.

Response: A ground grid is not required. The canopies are not considered as metal buildings that are likely to become energized.

required sequencing. In looking into the sequencing of bringing Well 3B up, cleaning, modifying, and coating the existing tank and tie-in of well 4 the meeting the 30 days duration as called out in the addendum seems to be an aggressive schedule and clarification on this will make sure the Town of Florence get the project completed while meeting their demands.

Response: Cleaning, flushing and testing of Well 3B, as described in Addendum No. 1, will not require a shutdown of Owner's operations. Contractor shall submit for Engineer's review a work plan detailing the sequence of scheduled shutdowns in accordance with Section 01130-1.3.A. In general, contractor will maintain the operation of Well 4 conveyance to the storage tank simultaneous to the work associated with equipping Well 3B, installing discharge piping and auxiliary components that do not require shutdown of the reservoir. Shutdown of the reservoir, and the modifications to be done to it, shall only be performed once the Well 3B equipping work will allow the conveyance of water directly to the distribution system. Contract Documents limit the shutdown duration of the tank to 30 calendar days. Once the Well 3B equipping is complete, Well 4 may be shutdown to perform the specified piping modifications. In the case of the bid alternate work, shutdown of the booster pump station operation shall be limited to 30 calendar days. Reconstruction of the booster pump station does not preclude the use of temporary pumping systems.

14. On Bid Form, Article 7 - Attachments To This Bid, 7.01, E. Evidence of authority to do business in the state of Arizona. What type of evidence is required?

Response: Provide State License Number (ROC #).

15. What is the anticipated depth for the Maxwell IV drywell?

Response: Estimated total depth with 10 ft penetration into permeable soils is 75 ft.

16. In Addendum 1, Clarification item I.1-3, it is our understanding the \$80,000 allowance to be performed by SGC or the commissioned subcontractor of SGC includes:
- i. 1st and 2nd well inspection and reports
 - ii. All well cleaning determined by SGC
 - iii. All bailing of debris
 - iv. 8 hr commissioning of the well
 - v. Installation of temporary equipment and 4,500 lf of HDPE discharge piping
 - vi. Traffic Control
 - vii. Roadway crossing ramps
 - viii. All monitoring during pumping
 - ix. All samples and testing

ATTACHMENT A

BID SCHEDULE

PROJECT NAME: TOWN OF FLORENCE WELL 3B IMPROVEMENTS

Item	Description	Bid Price
1	Lump Sum Bid Price for all the principal scope of work, not included below <i>identified as Bid Alternate Work.</i>	
2	Lump Sum Bid Price for Bid Alternate Work. Item 2 includes all work pertaining to the construction of a new booster pump station, as identified in Paragraph 1.2 of Section 01110, Summary of Work, and the principal scope of work, as identified in Paragraph 1.1 of Section 01110, Summary of Work.	

Write *Lump Sum Bid Total Price for principal scope of work* in words:

Write *Lump Sum Bid Price for Bid Alternate Work* in words:

COMPANY NAME: _____

SECTION 01700

INITIAL SUPPLY OF TREATMENT CHEMICALS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Scope: Delivery of treatment chemicals as indicated herein.

1.2 QUALITY ASSURANCE

- A. Chemicals shall meet standards specified in this Section.

1.3 SUBMITTALS

- A. Product Data:
1. Material Safety Data Sheet (MSDS).
 2. Manufacturer's delivery and unloading information including available volumes for delivery and packaging information.
 3. Chemical supplier's certification that the chemical meets applicable standards.

1.4 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Chemicals shall be delivered, stored, and handled in accordance with the Manufacturer's supplied MSDS and applicable sections of the latest version of International Fire Code.
- B. Chemicals shall be delivered to the site by manufacturer's representative with proper identification and manufacturer's name clearly visible.
- C. Chemicals shall be stored indoors, protected from damage, extreme temperature variation, and contamination.

PART 2 - PRODUCTS (NOT USED)

2.1 TREATMENT CHEMICALS

- A. Provide the following:

Chemical Name and Formula	Form	Strength	Storage Container Volume	Standard
Sodium Hypochlorite	Liquid	12.5%	1,150 gal	AWWA B300

PART 3 - EXECUTION (NOT USED)

++ END OF SECTION ++

01700-1

VALVE TAG NUMBER	VALVE TYPE	ENDS	DIAMETER	INSTALLATION	ACTUATOR
10-V-03	BFV-10	FLG	12"	EX	Manual
10-V-04	PRV-10	FLG	6"	EX	NA
10-V-05	AVRV-01	THR	2"	EX	NA
10-V-06	ARV-01	THR	2"	EX	N/A
10-V-08	ARV-01	THR	2"	EX	N/A
40-V-01	BFV-10	FLG	12"	EX	Manual
40-V-02	CKV-10	FLG	12"	EX	N/A
40-V-03	BFV-10	FLG	16"	EX	Manual

1.3 VALVE SCHEDULE - ALTERNATE BID

A. The following valves are identified as Alternate Bid Equipment:

VALVE TAG NUMBER	VALVE TYPE	ENDS	DIAMETER	INSTALLATION	ACTUATOR
20-V-01	BFV-10	FLG	6"	EX	Manual
40-V-03	BFV-10	FLG	16"	EX	Manual
50-V-01	BFV-10	FLG	8"	EX	Manual
50-V-02	CKV-03	FLG	8"	EX	N/A
50-V-03	BFV-10	FLG	8"	EX	Manual
50-V-11	BFV-10	FLG	8"	EX	Manual
50-V-13	BFV-10	FLG	8"	EX	Manual
50-V-21	BFV-10	FLG	12"	EX	Manual
50-V-22	CKV-03	FLG	12"	EX	N/A
50-V-23	BFV-10	FLG	12"	EX	Manual
50-V-33	BFV-10	FLG	8" 12"	EX	Manual
50-V-34	ARV-01	THR	2"	EX	N/A
50-V-41	BFV-10	FLG	12" 16"	EX	Manual
50-V-42	BFV-10	FLG	8" 16"	EX	Manual
50-V-43	BFV-10	FLG	8"	EX	Manual
50-V-44	PRV-10	FLG	8"	EX	N/A
50-V-51	BFV-10	FLG	12"	EX	Manual

+ + END OF SECTION + +

15200 VS-2



Appendix A – Standard Details



Town of Florence
Well 3B Improvements
Addendum No. 3
Date Issued: March 14, 2014

ADDENDUM NO. 3

This Addendum No. 3 to the above referenced project modifies, clarifies and/or supplements the original bid documents and shall become a part of the Contract Documents.

SECTION 16215

POWER SYSTEM STUDIES

PART 1 - GENERAL

1.1 DESCRIPTION

A. Scope:

1. CONTRACTOR shall provide all labor, materials, equipment, services and Incidentals required to perform Power System Studies and distribution system field testing.
2. The Power System Studies shall include a Short Circuit Study, a Protective Device Evaluation Study, a Protective Device Coordination Study, and an Arc Flash Analysis.

1.2 REFERENCES

A. Standards referenced in this Section are listed below:

1. American National Standards Institute, (ANSI).
 - a. ANSI C37.04, Rating Structure for AC High-Voltage Circuit Breakers Rated on a Symmetrical Current Basis.
 - b. ANSI C37.010, Application Guide for AC High Voltage Circuit Breakers Rated on a Symmetrical Basis.
2. Institute of Electrical and Electronics Engineers, (IEEE).
 - a. IEEE 141, Electric Power Distribution in Industrial Plants.
 - b. IEEE 399, Recommended Practice for Industrial and Commercial Power System Analysis.
3. National Electrical Code, (NEC).

1.3 QUALITY ASSURANCE

A. Source Quality Control:

1. Retain the services of a Registered Professional Engineer, to perform the Power System Studies and field services. The Registered Professional Engineer shall be from an independent consulting firm or from the manufacturer of the power distribution equipment.
2. Coordinate with the Engineer performing the studies and assist him in the collection of all information necessary to complete the studies specified.
3. All information pertaining to the existing system necessary to perform the studies shall be obtained in advance prior to performing the studies.
4. All motor starting and transformer information shall be based upon the equipment actually installed.
5. Retain the services of a Field Engineer to perform field testing of the power distribution system. The Field Engineer shall be from the manufacturer of the power distribution equipment.

3. Short-circuit momentary duties and interrupting duties shall be calculated on the basis of maximum available fault current at each switchgear bus, switchboard, motor control center, distribution panelboard, pertinent branch circuit panelboards, and other significant locations through the system.
 4. The short circuit tabulations shall include symmetrical fault currents, and X/R ratios. For each fault location, the total duty on the bus, as well as the individual contribution from each connected branch, including motor back EMF current contributions shall be listed with its respective X/R ratio.
- C. Protective Device Evaluation Study:
1. A Protective Device Evaluation Study shall be performed to determine the adequacy of circuit breakers, controllers, surge arresters, busways, switches, and fuses by tabulating and comparing the short-circuit ratings of these devices with the available fault currents.
 2. Appropriate multiplying factors based upon system X/R ratios and protective device rating standards shall be applied.
- D. Protective Device Coordination Study:
1. A Protective Device Coordination Study shall be performed to select or to check the selections of the power fuse ratings, protective relay characteristics and settings, ratios and characteristics of associated voltage and current transformers, and low-voltage breaker trip characteristics and setting.
 2. The overcurrent device settings computed in the Protective Device Coordination Study shall provide complete 100 percent selectivity. The system shall be selectively coordinated such that only the device nearest a fault will operate to remove the faulted circuit. System selectivity shall be based on both the magnitude and the duration of a fault current.
 3. The Protective Device Coordination Study shall include all voltage classes of equipment starting at the utility's incoming line protective device down to and including each of the medium and low voltage equipment. The phase and ground overcurrent and the phase and ground fault protection shall be included, as well as settings for all other adjustable protective devices.
 4. The time-current characteristics of the installed protective devices shall be plotted on the appropriate log-log paper. Reasonable coordination intervals and separation of characteristic curves shall be maintained. The coordination plots for phase and ground protective devices shall be provided on a complete system basis. Sufficient curves shall be used to clearly indicate selective coordination achieved through the utility main breaker, power distribution feeder breakers, and the overcurrent devices at each major load center.
 5. There shall be a maximum of eight protective devices per plot. Each plot shall be appropriately titled. Plots shall include the following information as required for the circuits shown:
 - a. Representative one-line diagram, legends and types of protective devices selected.
 - b. Power company's relays or fuse characteristics.

PART 3 - EXECUTION

3.1 FIELD SERVICES

- A. The Registered Professional Engineer shall conduct an equipment survey of existing devices and information necessary to perform the Power System Studies.
- B. The survey shall include the following information to the extent applicable:
 - 1. Manufacturer, type and size of each power fuse.
 - 2. Manufacturer, type, model and settings for each protective relay, trip unit and circuit breaker.
 - 3. Current transformer ratios for each protective relay.
 - 4. Appropriate data of motors and transformers included with the study.
- C. The Registered Professional Engineer, as part of the field service work, shall collect all data and coordinate with the equipment vendors to establish the proper settings for the actual devices provided.

3.2 FIELD TESTING

- A. Provide field testing of the distribution system in accordance with the manufacturer's recommendations. All field testing shall be performed by the Field Engineer, after the completion and approval of the Power System Studies. The field testing results shall be documented within a report, with the final settings of all protective devices.
- B. The Field Engineer with necessary tools and equipment shall adjust, set, calibrate and test all protective devices. All protective relays and meters in the medium and low voltage equipment shall be set, adjusted, calibrated and tested in accordance with the manufacturer's recommendations, the coordination study and best industry practice.
- C. Proper operation of all equipment associated with the device under test and its compartment, shall be verified, as well as complete resistance, continuity and polarity tests of power, protective and metering circuits. Any minor adjustments, repairs and lubrication necessary to achieve proper operation shall be considered part of this Contract.
- D. All solid state trip devices shall be set including all required programming necessary for the protection required. The devices shall be checked and tested for setting and operation. Circuit breakers and/or contactors associated with the trip devices shall be tested for trip and close function with their protective device.

3.3 MAINTENANCE OF OPERATIONS

16215-5



SPECIFICATIONS

- A. Delete Section 11214-1.2.B.4.



**Town of Florence
Well 3B Improvements
Addendum No. 4
Date Issued: March 14, 2014**

ADDENDUM NO. 4

This Addendum No. 4 to the above referenced project modifies, clarifies and/or supplements the original bid documents and shall become a part of the Contract Documents.

Date of Issuance:	Effective Date:
Owner: Town of Florence	Owner's Contract No.: U-34
Contractor: Sun Western Contractors	Contractor's Project No.: 14060
Engineer: Water Works Engineers	Engineer's Project No.: 13-057-3
Project: Well 3B Improvements	Contract Name: Well 3B Improvements

The Contract is modified as follows upon execution of this Change Order:

Description: Due to the unknown cost involved in performing rehabilitation of Well 3B, an \$80,000 allowance was provided as part of the overall contract work. After getting estimates for the required work, it appears that the allowance amount was insufficient and this change order is being provided to make up the difference.

Attachments: [List documents supporting change]

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ <u>1,576,264.67</u>	Original Contract Times: Substantial Completion: <u>14 March 2015</u> Ready for Final Payment: <u>13 April 2015</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : \$ <u>N/A</u>	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days
Contract Price prior to this Change Order: \$ <u>1,576,264.67</u>	Contract Times prior to this Change Order: Substantial Completion: <u>14 March 2015</u> Ready for Final Payment: <u>13 April 2015</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>33,608.86</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days or dates
Contract Price incorporating this Change Order: \$ <u>1,609,873.53</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>14 March 2015</u> Ready for Final Payment: <u>13 April 2015</u> days or dates

RECOMMENDED:		ACCEPTED:	
By: <u>V. Jared Lee</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)	
Title: <u>Project Engineer</u>	Title: <u>PROJECT MANAGER</u>	Title: <u>PROJECT MANAGER</u>	
Date: <u>07/21/2014</u>	Date: <u>08/26/14</u>	Date: <u>08/26/14</u>	

Approved by Funding Agency (if applicable)

By: [Signature]
Title: Mayor

Approved as to form:
Date: 8-19-14
[Signature]
James E. Mannato, Town Attorney

Date of Issuance:	Effective Date:
Owner: Town of Florence	Owner's Contract No.: U-34
Contractor: Sun Western Contractors	Contractor's Project No.: 14060
Engineer: Water Works Engineers	Engineer's Project No.: 13-057-3
Project: Well 3B Improvements	Contract Name: Well 3B Improvements

The Contract is modified as follows upon execution of this Change Order:

Description: Design documents did not indicate the necessity for the existing fence to be altered to accommodate the new location of the south gate. It has been proposed that the existing gate be reused, but alterations in the existing fencing will be required to locate the existing gate in the new location. This change order is being provided to accomplish that work.

Attachments: RE: CO#3 – Gate Changes (Sun Western), Change Order #1 (Capitol Fence Builders), Change Order #2 (Capitol Fence Builders)

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ <u>1,576,264.67</u>	Original Contract Times: Substantial Completion: <u>14 March 2015</u> Ready for Final Payment: <u>13 April 2015</u> days or dates
Increase from previously approved Change Orders No. <u>001</u> to No. <u>002</u> : \$ <u>33,608.86</u>	Increase from previously approved Change Orders No. <u>001</u> to No. <u>002</u> : Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days
Contract Price prior to this Change Order: \$ <u>1,609,873.53</u>	Contract Times prior to this Change Order: Substantial Completion: <u>14 March 2015</u> Ready for Final Payment: <u>13 April 2015</u> days or dates
Increase of this Change Order: \$ <u>294.25</u>	Increase of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days or dates
Contract Price incorporating this Change Order: \$ <u>1,610,167.78</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>14 March 2015</u> Ready for Final Payment: <u>13 April 2015</u> days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: <u>V. Jared Lee</u>	By: _____	By: <u>Eric M. Hutchens</u>			
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)			
Title: <u>Project Engineer</u>	Title: _____	Title: <u>Project Manager</u>			
Date: <u>11/03/2014</u>	Date: _____	Date: <u>11/05/2014</u>			

Approved by Funding Agency (if applicable)

By: [Signature] Date: 11/20/14
Title: Town Manager

Approved as to form

[Signature]
James E. Mannato, Town Attorney

Date of Issuance:	Effective Date:
Owner: Town of Florence	Owner's Contract No.: U-34
Contractor: Sun Western Contractors	Contractor's Project No.: 14060
Engineer: Water Works Engineers	Engineer's Project No.: 13-057-3
Project: Well 3B Improvements	Contract Name: Well 3B Improvements

The Contract is modified as follows upon execution of this Change Order:

Description: During design it was unknown that the existing Site 4 switchgear was providing power to a cardboard compactor located in the public works yard. This change order represents the cost involved in getting that device powered from the new switchgear.

Attachments: RE: CO#4 – Trash Compactor (Sun Western), Change Order 002R (DutchMasters Electric)

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ 1,576,264.67	Original Contract Times: Substantial Completion: <u>14 March 2015</u> Ready for Final Payment: <u>13 April 2015</u> days or dates
Increase from previously approved Change Orders No. <u>001</u> to No. <u>003</u> : \$ 33,903.11	Increase from previously approved Change Orders No. <u>001</u> to No. <u>003</u> : Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days
Contract Price prior to this Change Order: \$ 1,610,167.78	Contract Times prior to this Change Order: Substantial Completion: <u>14 March 2015</u> Ready for Final Payment: <u>13 April 2015</u> days or dates
Increase of this Change Order: \$ 8,849.24	Increase of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days or dates
Contract Price incorporating this Change Order: \$ 1,619,017.02	Contract Times with all approved Change Orders: Substantial Completion: <u>14 March 2015</u> Ready for Final Payment: <u>13 April 2015</u> days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: <u>V. Jared Lee</u>	By: _____	By: <u>Eric M. Hutchens</u>			
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)			
Title: <u>Project Engineer</u>	Title: _____	Title: <u>Project Manager</u>			
Date: <u>11/03/2014</u>	Date: _____	Date: <u>11/05/2014</u>			

Approved by Funding Agency (if applicable)

By: _____
Title: Town Manager

Date: _____
Approved as to form
James E. Mannato, Town Attorney

Date of Issuance:	Effective Date:
Owner: Town of Florence	Owner's Contract No.: U-34
Contractor: Sun Western Contractors	Contractor's Project No.: 14060
Engineer: Water Works Engineers	Engineer's Project No.: 13-057-3
Project: Well 3B Improvements	Contract Name: Well 3B Improvements

The Contract is modified as follows upon execution of this Change Order:

Description: A new conduit was required for a new antenna to be mounted on top of the existing tank. This was not anticipated in the original design.

Attachments: CO #5 – Antenna Conduit, Change Order no: CO 001 (DutchMasters Electric)

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ <u>1,576,264.67</u>	Original Contract Times: Substantial Completion: <u>14 March 2015</u> Ready for Final Payment: <u>13 April 2015</u> days or dates
Increase from previously approved Change Orders No. <u>001</u> to No. <u>004</u> : \$ <u>42,752.35</u>	Increase from previously approved Change Orders No. <u>001</u> to No. <u>004</u> : Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days
Contract Price prior to this Change Order: \$ <u>1,619,017.02</u>	Contract Times prior to this Change Order: Substantial Completion: <u>14 March 2015</u> Ready for Final Payment: <u>13 April 2015</u> days or dates
Increase of this Change Order: \$ <u>1,732.10</u>	Increase of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days or dates
Contract Price incorporating this Change Order: \$ <u>1,620,749.12</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>14 March 2015</u> Ready for Final Payment: <u>13 April 2015</u> days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: <u>V. Jared Lee</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>
Engineer (if required)		Owner (Authorized Signature)		Contractor (Authorized Signature)	
Title: <u>Project Engineer</u>	Title: <u>Utilities Director</u>	Title: <u>[Signature]</u>	Title: <u>[Signature]</u>	Title: <u>[Signature]</u>	Title: <u>[Signature]</u>
Date: <u>02/02/2015</u>	Date: <u>2/2/2015</u>	Date: <u>[Signature]</u>	Date: <u>[Signature]</u>	Date: <u>[Signature]</u>	Date: <u>[Signature]</u>

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

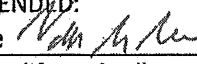
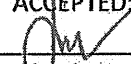
Date of Issuance:	Effective Date:
Owner: Town of Florence	Owner's Contract No.: U-34
Contractor: Sun Western Contractors	Contractor's Project No.: 14060
Engineer: Water Works Engineers	Engineer's Project No.: 13-057-3
Project: Well 3B Improvements	Contract Name: Well 3B Improvements

The Contract is modified as follows upon execution of this Change Order:

Description: A deductive change order was available to change the material of the sounding tube from brass to stainless steel while maintaining the size at 1" diameter.

Attachments: RE: CO #6 – CO #6 – Deduct – Stainless Steel Sounding Tube

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ <u>1,576,264.67</u>	Original Contract Times: Substantial Completion: <u>14 March 2015</u> Ready for Final Payment: <u>13 April 2015</u> days or dates
Increase from previously approved Change Orders No. <u>001</u> to No. <u>005</u> : \$ <u>44,484.45</u>	Increase from previously approved Change Orders No. <u>001</u> to No. <u>004</u> : Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days
Contract Price prior to this Change Order: \$ <u>1,620,749.12</u>	Contract Times prior to this Change Order: Substantial Completion: <u>14 March 2015</u> Ready for Final Payment: <u>13 April 2015</u> days or dates
Increase of this Change Order: \$ <u>-5,000.00</u>	Increase of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days or dates
Contract Price incorporating this Change Order: \$ <u>1,615,749.12</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>14 March 2015</u> Ready for Final Payment: <u>13 April 2015</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>V. Jared Lee</u> 	By: 	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Engineer</u>	Title: <u>Utilities Director</u>	Title: _____
Date: <u>02/02/2015</u>	Date: <u>2/2/2015</u>	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

Date of Issuance:	Effective Date:
Owner: Town of Florence	Owner's Contract No.: U-34
Contractor: Sun Western Contractors	Contractor's Project No.: 14060
Engineer: Water Works Engineers	Engineer's Project No.: 13-057-3
Project: Well 3B Improvements	Contract Name: Well 3B Improvements

The Contract is modified as follows upon execution of this Change Order:

Description: A deductive change order was available to change the material of the floor drains in the chemical containment area from stainless steel to PVC.

Attachments: RE: CO #7 – Deduct – Drains, FWC quote for stainless steel drains, Iron Horse Plant Group quote for PVC drains

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ <u>1,576,264.67</u>	Original Contract Times: Substantial Completion: <u>14 March 2015</u> Ready for Final Payment: <u>13 April 2015</u> days or dates
Increase from previously approved Change Orders No. <u>001</u> to No. <u>006</u> : \$ <u>39,484.45</u>	Increase from previously approved Change Orders No. <u>001</u> to No. <u>006</u> : Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days
Contract Price prior to this Change Order: \$ <u>1,615,749.12</u>	Contract Times prior to this Change Order: Substantial Completion: <u>14 March 2015</u> Ready for Final Payment: <u>13 April 2015</u> days or dates
Increase of this Change Order: (\$ <u>3766.92</u>)	Increase of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days or dates
Contract Price incorporating this Change Order: \$ <u>1,611,982.20</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>14 March 2015</u> Ready for Final Payment: <u>13 April 2015</u> days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: <u>V. Jared Lee</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)			
Title: <u>Project Engineer</u>	Title: <u>Director</u>	Title: <u></u>	Title: <u></u>	Title: <u></u>	Title: <u></u>
Date: <u>02/05/2015</u>	Date: <u>3/9/2015</u>	Date: <u></u>	Date: <u></u>	Date: <u></u>	Date: <u></u>

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

Date of Issuance:	Effective Date:
Owner: Town of Florence	Owner's Contract No.: U-34
Contractor: Sun Western Contractors	Contractor's Project No.: 14060
Engineer: Water Works Engineers	Engineer's Project No.: 13-057-3
Project: Well 3B Improvements	Contract Name: Well 3B Improvements

The Contract is modified as follows upon execution of this Change Order:

Description: The design documents did not provide direction on providing power from the new electrical gear to the existing buildings to the southwest. This change order is to address that issue.

Attachments: RE: CO #8 – Building Power

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ <u>1,576,264.67</u>	Original Contract Times: Substantial Completion: <u>14 March 2015</u> Ready for Final Payment: <u>13 April 2015</u> days or dates
Increase from previously approved Change Orders No. <u>001</u> to No. <u>007</u> : \$ <u>35,717.53</u>	Increase from previously approved Change Orders No. <u>001</u> to No. <u>007</u> : Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days
Contract Price prior to this Change Order: \$ <u>1,611,982.20</u>	Contract Times prior to this Change Order: Substantial Completion: <u>14 March 2015</u> Ready for Final Payment: <u>13 April 2015</u> days or dates
Increase of this Change Order: \$ <u>5,199.29</u>	Increase of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days or dates
Contract Price incorporating this Change Order: \$ <u>1,617,181.49</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>14 March 2015</u> Ready for Final Payment: <u>13 April 2015</u> days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: <u>V. Jared Lee</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: _____	By: _____	By: _____
Engineer (if required)		Owner (Authorized Signature)		Contractor (Authorized Signature)	
Title: <u>Project Engineer</u>	Title: <u>Director</u>	Title: _____	Title: _____	Title: _____	Title: _____
Date: <u>02/05/2015</u>	Date: <u>2/5/2015</u>	Date: _____	Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

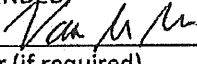
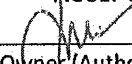
Date of Issuance:	Effective Date:
Owner: Town of Florence	Owner's Contract No.: U-34
Contractor: Sun Western Contractors	Contractor's Project No.: 14060
Engineer: Water Works Engineers	Engineer's Project No.: 13-057-3
Project: Well 3B Improvements	Contract Name: Well 3B Improvements

The Contract is modified as follows upon execution of this Change Order:

Description: The design documents did not provide direction on providing power from the new electrical gear to the existing buildings to the southwest. This change order is to address that issue.

Attachments: RE: CO #9 – Header Change, Piping Change Spreadsheet, CO 04 (Dutchmasters)

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ <u>1,576,264.67</u>	Original Contract Times: Substantial Completion: <u>14 March 2015</u> Ready for Final Payment: <u>13 April 2015</u> days or dates
Increase from previously approved Change Orders No. <u>001</u> to No. <u>008</u> : \$ <u>40,916.82</u>	Increase from previously approved Change Orders No. <u>001</u> to No. <u>008</u> : Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days
Contract Price prior to this Change Order: \$ <u>1,617,181.49</u>	Contract Times prior to this Change Order: Substantial Completion: <u>14 March 2015</u> Ready for Final Payment: <u>13 April 2015</u> days or dates
Increase of this Change Order: \$ <u>12,366.32</u>	Increase of this Change Order: Substantial Completion: <u>10</u> Ready for Final Payment: <u>10</u> days or dates
Contract Price incorporating this Change Order: \$ <u>1,629,547.81</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>24 March 2015</u> Ready for Final Payment: <u>23 April 2015</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>V. Jared Lee</u> 	By: 	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Engineer</u>	Title: <u>City Manager</u>	Title: _____
Date: <u>02/19/2015</u>	Date: <u>2/23/2015</u>	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

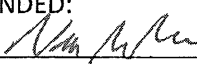


Date of Issuance:	Effective Date:
Owner: Town of Florence	Owner's Contract No.: U-34
Contractor: Sun Western Contractors	Contractor's Project No.: 14060
Engineer: Water Works Engineers	Engineer's Project No.: 13-057-3
Project: Well 3B Improvements	Contract Name: Well 3B Improvements

The Contract is modified as follows upon execution of this Change Order:

Description: Due to unknown information regarding the interior appurtenances and condition of the existing tank, structural changes were required. These included removal and reinstallation of tank vent, removal of cathodic protection wires and repair of associated holes, repairing one roof rafter, and replacing the tank drain

Attachments: RE: CO #10 R1 – Tank Structural Repairs

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ <u>1,576,264.67</u>	Original Contract Times: Substantial Completion: <u>14 March 2015</u> Ready for Final Payment: <u>13 April 2015</u> days or dates
Increase from previously approved Change Orders No. <u>001</u> to No. <u>009</u> : \$ <u>53,283.14</u>	Increase from previously approved Change Orders No. <u>001</u> to No. <u>009</u> : Substantial Completion: <u>10</u> Ready for Final Payment: <u>10</u> days
Contract Price prior to this Change Order: \$ <u>1,629,547.81</u>	Contract Times prior to this Change Order: Substantial Completion: <u>24 March 2015</u> Ready for Final Payment: <u>23 April 2015</u> days or dates
Increase of this Change Order: \$ <u>10,822.66</u>	Increase of this Change Order: Substantial Completion: <u>34</u> Ready for Final Payment: <u>34</u> days or dates
Contract Price incorporating this Change Order: \$ <u>1,640,370.47</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>44 days or 27 April 2015</u> Ready for Final Payment: <u>44 days or 27 May 2015</u> days or dates

RECOMMENDED:		ACCEPTED:	
By: <u>V. Jared Lee</u> 	By: <u></u>	By: <u></u>	
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)	
Title: <u>Project Engineer</u>	Title: <u>City Engineer</u>	Title: <u></u>	
Date: <u>04/13/2015</u>	Date: <u>4/16/2015</u>	Date: <u></u>	

Approved by Funding Agency (if app.)

By: _____ Date: _____
Title: _____



March 30, 2015

Jared Lee
Waterworks Engineers
7580 North Dobson Road, Suite 200
Scottsdale, Arizona 85256

Project: Town of Florence Well 3B Improvements

RE: CO #10 R1 – Tank Structural Repairs

Dear Jared,

Pursuant to your direction on the tank repairs, please accept this letter as pricing to complete that work. Our scope of work includes:

1. Removal of existing tank vent
2. Reinstall existing roof vent with newly installed stainless steel screen.
3. Removal of existing cathodic protection wires inside tank
4. Repair of holes left by removal of cathodic protection using 3/16" steel.
5. Repair 1 rafter as identified in engineering report of March 12, 2105.
6. Remove and replace tank drain – 4" gate valve and blind flange.

We will need an additional 2 weeks to complete this work bringing the date of substantial completion to May 1, 2015.

The cost to complete this work is as follows:

Decription	Amount (\$)
Material	\$801.45
Labor	\$675.00
Equipment	\$250.00
Subcontractor	\$6,917.00
Subtotal Work	\$8,643.45
Markup @ 15%	\$1,296.52
Bond @ 1.8%	\$178.92
Tax @ 6.955 %	\$703.77
total	\$10,822.66

If this is acceptable please indicate your approval.

Regards,

Eric M. Hutchens

Arizona - ROC 084777 A, ROC 069782 B-1, ROC 071620 L-11, ROC 074621 L-74, ROC 075483 L-77, ROC 243837 B-4
New Mexico - License# 357312; RE98; GB98; GF08; GF09
Texas - 235429, 29916

Date of Issuance:	Effective Date:
Owner: Town of Florence	Owner's Contract No.: U-34
Contractor: Sun Western Contractors	Contractor's Project No.: 14060
Engineer: Water Works Engineers	Engineer's Project No.: 13-057-3
Project: Well 3B Improvements	Contract Name: Well 3B Improvements

The Contract is modified as follows upon execution of this Change Order:

Description: Due to unknown condition of the walls of the existing tank, additional coating was required in some locations. This involved the use of Tnemec 215 in the pitted areas on the interior walls.

Attachments: RE: CO #11 – Tank Coating Repairs

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ 1,576,264.67	Original Contract Times: Substantial Completion: 14 March 2015 Ready for Final Payment: 13 April 2015 days or dates
Increase from previously approved Change Orders No. 001 to No. 010: \$ 64,105.80	Increase from previously approved Change Orders No. 001 to No. 010: Substantial Completion: 44 Ready for Final Payment: 44 days
Contract Price prior to this Change Order: \$ 1,640,370.47	Contract Times prior to this Change Order: Substantial Completion: 27 April 2015 Ready for Final Payment: 27 May 2015 days or dates
Increase of this Change Order: \$ 2,817.27	Increase of this Change Order: Substantial Completion: 0 Ready for Final Payment: 0 days or dates
Contract Price incorporating this Change Order: \$ 1,643,187.74	Contract Times with all approved Change Orders: Substantial Completion: 44 days or 27 April 2015 Ready for Final Payment: 44 days or 27 May 2015 days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: V. Jared Lee	By:	By:	By:	By:	By:
Engineer (if required)		Owner (Authorized Signature)		Contractor (Authorized Signature)	
Title: Project Engineer	Title: <i>Utility Director</i>				
Date: 04/13/2015	Date: 4/16/2015				

Approved by Funding Agency (if app.)

By: _____ Date: _____
Title: _____



March 30, 2015

Jared Lee
Waterworks Engineers
7580 North Dobson Road, Suite 200
Scottsdale, Arizona 85256

Project: Town of Florence Well 3B Improvements

RE: CO #11 – Tank Coating Repairs

Dear Jared,

Pursuant to your direction on the tank repairs, please accept this letter as pricing to complete that work. DeLeon painting applied the Tnemec 215 coating to the pitted areas as designated by Greg Sprinkle the coating inspector

The cost to complete this work is as follows:

Decription	Amount (\$)
Material	
Labor	
Equipment	
Subcontractor	\$2,250.00
Subtotal Work	\$2,250.00
Markup @ 15%	\$337.50
Bond @ 1.8%	\$46.58
Tax @ 6.955 %	\$183.20
total	\$2,817.27

If this is acceptable please indicate your approval.

Regards,

Eric M. Hutchens

Arizona - ROC 984777 A, ROC 069782 B-1, ROC 074630 L-11, ROC 074631 L-74, ROC 075483 L-77, ROC 245837 B-4
New Mexico - License# 357312; EE98; GB98; GF08; GF09
Texas - 235429, 29916

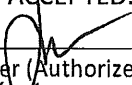
Date of Issuance:	Effective Date:
Owner: Town of Florence	Owner's Contract No.: U-34
Contractor: Sun Western Contractors	Contractor's Project No.: 14060
Engineer: Water Works Engineers	Engineer's Project No.: 13-057-3
Project: Well 3B Improvements	Contract Name: Well 3B Improvements

The Contract is modified as follows upon execution of this Change Order:

Description: In order to stabilize the base and some of the slopes of the new retention pond, additional loose and grouted rip rap was required.

Attachments: RE: CO #12 – Retention Pond Improvements

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ 1,576,264.67	Original Contract Times: Substantial Completion: <u>14 March 2015</u> Ready for Final Payment: <u>13 April 2015</u> days or dates
Increase from previously approved Change Orders No. <u>001</u> to No. <u>011</u> : \$ 66,923.07	Increase from previously approved Change Orders No. <u>001</u> to No. <u>010</u> : Substantial Completion: <u>44</u> Ready for Final Payment: <u>44</u> days
Contract Price prior to this Change Order: \$ 1,643,187.74	Contract Times prior to this Change Order: Substantial Completion: <u>27 April 2015</u> Ready for Final Payment: <u>27 May 2015</u> days or dates
Increase of this Change Order: \$ 7,054.74	Increase of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days or dates
Contract Price incorporating this Change Order: \$ 1,650,242.48	Contract Times with all approved Change Orders: Substantial Completion: <u>44 days or 27 April 2015</u> Ready for Final Payment: <u>44 days or 27 May 2015</u> days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: V. Jared Lee	By: 	By: _____	By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)
Title: Project Engineer	Title: <u>4/10/2015</u>	Title: _____	Title: _____	Title: _____	Title: _____
Date: 04/13/2015	Date: _____	Date: _____	Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if app.)

By: _____ Date: _____
Title: _____



April 8, 2015

Jared Lee
Waterworks Engineers
7580 North Dobson Road, Suite 200
Scottsdale, Arizona 85256

Project: Town of Florence Well 3B Improvements

RE: CO #12 R1 – Retention Pond Improvements

Dear Jared,

Pursuant to our updated discussions regarding the retention pond, please accept this letter as our proposal to complete the following work.

1. Excavate the bottom of the retention pond for installation of rip rap.
2. Install dumped rip rap in the bottom of retention pond. The top of the rip rap will be at the same elevation as the rim of the dry well inlet.
3. Install additional grouted rip rap adjacent to the previously installed rip rap.

Decription	Amount (\$)
Material	\$450.00
Labor	\$2,076.67
Equipment	\$1,107.56
Subcontractor	\$2,000.00
Subtotal Work	\$5,634.23
Markup @ 15%	\$845.13
Bond @ 1.8%	\$116.63
Tax @ 6.955 %	\$458.75
total	\$7,054.74

If this is acceptable please indicate your approval.

Regards,

Eric M. Hutchens

Arizona -- ROC 084777 A, ROC 069782 B-1, ROC 074630 L-11, ROC 074631 L-74, ROC 075483 L-77, ROC 245837 B-4
New Mexico -- License# 357312; FE98; GB98; GF08; GF09
Texas -- 335429, 39916

Date of Issuance: _____ Effective Date: _____
 Owner: Town of Florence Owner's Contract No.: U-34
 Contractor: Sun Western Contractors Contractor's Project No.: 14060
 Engineer: Water Works Engineers Engineer's Project No.: 13-057-3
 Project: Well 3B Improvements Contract Name: Well 3B Improvements

The Contract is modified as follows upon execution of this Change Order:

Description: Because pressure washing is being used instead of sand blasting to prepare the tank exterior, a credit is being provided by the contractor.

Attachments: RE: CO #13 – Deduct – Sandblasting Exterior of Storage Tank

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ 1,576,264.67	Original Contract Times: Substantial Completion: <u>14 March 2015</u> Ready for Final Payment: <u>13 April 2015</u> days or dates
Increase from previously approved Change Orders No. <u>001</u> to No. <u>012</u> : \$ 73,977.81	Increase from previously approved Change Orders No. <u>001</u> to No. <u>010</u> : Substantial Completion: <u>44</u> Ready for Final Payment: <u>44</u> days
Contract Price prior to this Change Order: \$ 1,650,242.48	Contract Times prior to this Change Order: Substantial Completion: <u>27 April 2015</u> Ready for Final Payment: <u>27 May 2015</u> days or dates
Increase of this Change Order: \$ (9,000.00)	Increase of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days or dates
Contract Price incorporating this Change Order: \$ 1,641,242.48	Contract Times with all approved Change Orders: Substantial Completion: <u>44 days or 27 April 2015</u> Ready for Final Payment: <u>44 days or 27 May 2015</u> days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: V. Jared Lee	By: <u>4/16/2015</u>	By: _____	By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)
Title: Project Engineer	Title: <u>John D. Martin</u>	Title: _____	Title: _____	Title: _____	Title: _____
Date: 04/13/2015	Date: <u>4/16/2015</u>	Date: _____	Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if app.)

By: _____ Date: _____
 Title: _____



April 08, 2015

Jared Lee
Waterworks Engineers
7580 North Dobson Road, Suite 200
Scottsdale, Arizona 85256

Project: Town of Florence Well 3B Improvements

RE: CO #13 – Deduct – Sandblasting Exterior of Storage Tank

Dear Jared,

Per our recent discussions, we will not be sandblasting the outside of the water storage tank.
The cost savings for this change is \$9,000.00

Please prepare the required contract documents to finalize this change order.

Regards,

A handwritten signature in dark ink, appearing to read 'Eric M. Hutchens', is written over a light-colored background.

Eric M. Hutchens

**Change Order Approval Form
Sun Western Contractors
Well 3B Improvements**

This approval extends to Change Orders 3 thru 13 with Sun Western Contractors for the Well 3B Improvements, Project Number U-34. The amount of this approval is \$31,368.95. Change Orders 3 thru 13 are attached for reference.

Original Contract Amount	\$ 1,576,264.67 – approved by Council 4/21/2014
CO #2	\$ 33,608.86 – approved by Council 8/19/2014
CO #3 thru #13	\$ 31,368.95 – ratified by Council 6/15/2015
Amended Contract Amount	\$ 1,641,242.48

**Town of Florence
P.O. Box 2670
Florence, AZ 85131**

By: _____
Charles A. Montoya, Town Manager


Date: _____

ATTEST:

Lisa Garcia, Town Clerk

APPROVED AS TO FORM:

Town Attorney

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7d.
MEETING DATE: June 15, 2015 DEPARTMENT: Finance STAFF PRESENTER: Mike Farina, Finance Director SUBJECT: Resolution No. 1526-15: Signatory for all Town bank accounts		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Motion to adopt Resolution 1526-15: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AUTHORIZING MAYOR TOM J. RANKIN, TOWN MANAGER CHARLES A. MONTOYA AND INTERIM FINANCE DIRECTOR MARCIA GOERDT TO ACT AS SIGNATORIES FOR THE TRANSACTION OF BUSINESS ON ALL TOWN OF FLORENCE BANK ACCOUNTS, AND DECLARING AN EMERGENCY.

BACKGROUND/DISCUSSION:

A resolution must be adopted naming staff authorized to sign on the Town's bank accounts. Finance Director Mike Farina will be departing on July 3, 2015. New signature cards need to be completed.

Currently the Mayor, Town Manager and Finance Director are authorized signers. This resolution removes outgoing Finance Director Mike Farina and adds Interim Finance Director Marcia Goerdt as the appointed signatories for banking functions.

The following accounts are included: National Bank of Arizona General Checking Account, National Bank of Arizona Payroll Account, Local Governmental Investment Pool #7, Local Governmental Investment Pool #5, Stifel, Nicolaus & Company Inc. Investment Account.

This will be effective July 4, 2015.

FINANCIAL IMPACT:

None

STAFF RECOMMENDATION:

Adopt Resolution No. 1526-15.

ATTACHMENTS:

Resolution No. 1526-15

RESOLUTION NO. 1526-15

A RESOLUTION OF TOWN OF FLORENCE, PINAL COUNTY, ARIZONA APPROVING AND AUTHORIZING MAYOR TOM J. RANKIN, TOWN MANAGER CHARLES A. MONTOYA AND INTERIM FINANCE DIRECTOR MARCIA GOERDT TO ACT AS SIGNATORIES FOR THE TRANSACTION OF BUSINESS ON THE TOWN OF FLORENCE BANKING ACCOUNTS, AND DECLARING AN EMERGENCY.

WHEREAS, an interim Finance Director has been appointed effective July 4, 2015, and it is therefore necessary to approve new signature authorizations for the Town's bank accounts.

BE IT HEREBY RESOLVED, that Mayor Tom J. Rankin, Town Manager Charles A. Montoya, and Interim Finance Director Marcia Goerdts are authorized as signatories for the following bank accounts:

1. National Bank of Arizona - General Checking and Investment Account
2. National Bank of Arizona Payroll Checking Account
3. State of Arizona Local Governmental Investment Pool-All Accounts
4. Stifel, Nicolaus & Company, Inc. Investment Account

The immediate operation of this resolution is necessary for preservation of the public peace, health and safety of the Town of Florence and an emergency is hereby declared to exist; and this Resolution shall be in full force and effect from the offer of its passage and approval by the Mayor and Council of the Town of Florence with an effective date of July 4, 2015.

PASSED AND ADOPTED BY the Mayor and Town Council of the Town of Florence, Arizona, this 15th day of June 2015.

Tom J. Rankin, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

MINUTES OF THE FLORENCE TOWN COUNCIL MEETING HELD ON MONDAY, MAY 4, 2015, AT 6:00 PM, IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA.

CALL TO ORDER

Mayor Rankin called the meeting to order at 5:32 pm.

ROLL CALL

Present: Rankin, Walter, Woolridge, Hawkins, Guilin, Anderson

Absent: Montañó

MOMENT OF SILENCE

Mayor Rankin called for a moment of silence.

PLEDGE OF ALLEGIANCE

Mayor Rankin led the Pledge of Allegiance.

CALL TO THE PUBLIC

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

Mr. Art Buckley, Florence resident, stated that he believes the Council and staff efforts who have met with citizens to explain Proposition 407 have focused on the negatives and does not believe that this was the wisest way to encourage a positive vote. He would like to see the Council appoint someone as soon as possible to fill the vacancy and guide them to assist with the upcoming election in a positive manner.

PUBLIC HEARINGS AND PRESENTATIONS

Public Hearing on an application of Hitches Associates Architects, on behalf of Matthew Ritter and James and Janet Mannato for a zone change on approximately .55 acres, located at the northeast corner of 3rd Street and Phoenix Street, from Neighborhood Multi Family Zoning District (R-2) to Highway Business Commercial Zoning District (B-2); and First reading of Ordinance No. 629-15.

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk read Ordinance No. 629-15 by title only.

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

Mr. Mark Eckhoff, Community Development Director, stated that the Taco Bell Corporation has been interested in locating a restaurant in Florence and has found a viable location on the northwest corner of 3rd Street and State Route 79. He stated that it is vital to combine the three parcels to accommodate the site improvements, setbacks and Arizona Department of Transportation required right-of-way. The purpose of this application is to obtain proper zoning on the largest of the three parcels of land for the proposed restaurant.

Mr. Eckhoff stated that the parcels are designated as Highway Mixed Use (HMU) in the Town's 2020 General Plan and the HMU designation is primarily intended to assist with revitalization of older areas and to provide for a mix of highway-oriented retail goods and commercial services. The Planning and Zoning Commission found that the zone change for Taco Bell is in compliance with the Town's 2020 General Plan and is in the interest of general welfare, health and safety of the public. The Planning and Zoning Commission has forwarded a unanimous favorable recommendation with stipulations on the zone change to the Town Council.

Councilmember Hawkins inquired if the restaurant will be a combination of Taco Bell and Kentucky Fried Chicken.

Mr. Eckhoff stated that at this time it is planned as a single branded restaurant.

Councilmember Anderson inquired if there has been any response to the notices that were sent out regarding the zone change.

Mr. Eckhoff stated that the Community Development Department did receive one phone call regarding the relocation of the Happy Adobe but has not received anything in writing nor did the caller desire to leave their contact information regarding their concern for follow up.

Mayor Rankin inquired where the access off Highway 79 will be located.

Mr. Eckhoff stated that Taco Bell is working with ADOT and is looking to use the existing driveway off Highway 79 and then will add a second driveway off 3rd Street.

Mayor Rankin inquired if the existing homes on the parcels are on the historical registry.

Mr. Eckhoff stated that the homes are not on any registries and that the owners have not expressed any desire to place them on a registry.

Mayor Rankin opened the public hearing. There were no public comments. Mayor Rankin closed the public hearing.

Presentation on Central Arizona Regional Transit (CART) Services

Mr. Jess Knudson, Assistant Town Manager, stated that CART was established in July 2010, as a pilot project. In June 2011, CART became a regional partnership between the City of Coolidge, Central Arizona College (CAC), the Town of Florence and Pinal County. The annual funding from each of the partners is \$23,558 which equals 4% of the operating budget. He stated that the remaining 96% of the budget is funded by the federal government. The City of Coolidge is the operator of the program and the applicant for CART federal funding.

Mr. Knudson stated that the CART program currently has five stops in Florence, one stop in Coolidge, one stop at CAC and a few stops in Casa Grande. Some of the stops in Florence and Casa Grande are under performing and the CART Board is evaluating options to improve service. The buses run Monday through Friday from 5:00 am to 8:00 pm with a one-way fare of \$1.00 for kids and \$2.00 for adults. He stated that a majority of the CART riders are students and commuters and the program is providing a valuable service to the disabled community and individuals without another means of transportation.

Mr. Knudson stated that the CART Board is currently working with ADOT to solicit a consultant to assist in creating a five-year transit plan, requesting funding to build bus stop shelters and update the stops along the CART route. He stated that Option 1 has new stops that would include a stop on Stewart Street, Pinal County Courthouse, then across the Main Street extension with a stop in the vicinity of the new library/aquatic center/Town Hall, and a location on South Main Street. He stated Option 2 would stay on Main Street with a loop at the Pinal County Courthouse, then back on Main Street heading south. He stated that Town staff is recommending Option 1.

Mr. Knudson stated that the CART Board strategy is to grow the service slowly and carefully to ensure sustainability, analyze the demand for services in San Tan Valley and surrounding areas, minimize route times, and provide consistent and reliable service. He stated that the long-term goal of CART is to become a regional link for communities who host an intercity passenger transit service with each community having one stop that travels between cities.

Vice-Mayor Walter inquired as to how service can be expanded into the Anthem and Florence Garden areas.

Mr. Knudson stated that currently a van is used to bring citizens to the Senior Center from the Anthem and Florence Garden areas and from there a rider can gain access to

CART. He stated that the current CART program is not able to service these areas as it would add significant travel time to the routes which would hinder usage for those needing to travel outside the Florence boundaries.

Vice-Mayor Walter stated that the children who are eligible for Title 1 Education and cannot gain access to transit services are losing out on their opportunity to further their education. She inquired if the CART Board has looked at these non-serviced areas within the Town of Florence and if so, what is the plan to provide service.

Mr. Knudson stated that the CART Board is looking at options that would connect students to CAC and is looking for a funding partner that would allow the program to expand to provide timely service to CAC, Casa Grande and Coolidge areas.

Vice-Mayor Walter stated that there are grant sources available such as Gila County that would assist with purchasing a 14-person van that can be driven by a licensed driver.

Mr. Knudson stated that staff can research providing an additional service for a specific destination serviced by the Town of Florence, should Council desire staff to do so.

Vice-Mayor Walter stated that she would like to see Council look into providing bus type services to the non-serviced areas of Florence.

Councilmember Hawkins stated that he agreed with Vice-Mayor Walter and inquired as to what the cost would be.

Mr. Knudson stated that in previous research, the cost provided by ADOT was estimated at approximately \$120,000.

Councilmember Anderson stated that it would be a service that would be used by the Anthem, Magic Ranch and Copper Basin residents. It would be an excellent resource to bring patrons to the area with the new Library and Aquatic Center opening soon.

Mayor Rankin stated that research needs to be done to ensure that demand is there for the service that would justify the expense. He stated that the Town has vehicles and needs to work with the CART Board to utilize equipment that is currently owned.

Mr. Knudson stated that previous research in a citizen survey provided the need to gain transit to the Senior Center from Florence Gardens and the van service is meeting those needs. He stated that the Town is not experiencing any calls for demand for transit service from the Anthem area at this time.

Proclamation declaring Florence's pride in those who have enlisted in the military and urge all citizens to continue to support our military service personnel and the families of those who are serving in our armed forces.

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

Mayor Rankin stated that the Town has come together to support its young members who are graduating from High School and will be entering the arm forces.

Mayor Rankin presented proclamations to John Clark, Harmony English, Kameron Hall, Valentin Madrigal and Emilio Salazar.

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

Approval of accepting the register of demands ending March 31, 2015, in the amount of \$3,693,094.17.

Proclamation naming April 24, 2015 as Arbor Day in the Town of Florence, Arizona, urging all citizens to celebrate Arbor Day, to support efforts to protect our trees and woodlands, and to plant trees to gladden the heart and promote the well-being of this and future generations.

Proclamation naming the month of May as Foster Month in the Town of Florence, Arizona, and urging all citizens to do something positive that will help change a lifetime for children and youth in foster care.

Resolution No. 1507-15:

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk read Resolution No. 1507-15 by title only.

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

Resolution No. 1508-15:

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, read Resolution No. 1508-15 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE FINAL PLAT FOR ANTHEM AT MERRILL RANCH UNIT 36; REQUIRING THE PROVISION OF AN INFRASTRUCTURE IMPROVEMENT

ASSURANCE OR WITHHOLDING OF RECORDATION TO SECURE THE SATISFACTORY CONSTRUCTION, INSTALLATION AND DEDICATION OF REQUIRED IMPROVEMENTS; ESTABLISHING A DEADLINE FOR REQUIRED IMPROVEMENTS TO BE COMPLETED; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.

Resolution No. 1509-15:

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, read Resolution No. 1509-15 by title only.

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

Resolution No. 1510-15:

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, read Resolution No. 1510-15 by title only.

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

Resolution No. 1511-15:

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, read Resolution No. 1511-15 by title only.

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

COMPLETED; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.

Approval of awarding a contract to Blount Contracting, Inc., for the South Wastewater Treatment Plant lagoon closure, in an amount not to exceed \$99,500.00.

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

NEW BUSINESS

Resolution No. 1516-15:

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, read Resolution No. 1516-15 by title only.

A RESOLUTION GRANTING APPROVAL TO THE ISSUANCE OF ONE OR MORE SERIES OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE TOWN OF FLORENCE, INC. TAX-EXEMPT AND/OR TAXABLE EDUCATION REVENUE BONDS (ACADEMY OF MATH & SCIENCE PROJECTS), SERIES 2015C, IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$7,950,000 TO FINANCE THE ACQUISITION, CONSTRUCTION, IMPROVEMENT AND EQUIPPING OF EDUCATIONAL FACILITIES FOR ACADEMY OF MATHEMATICS AND SCIENCE, INC. AND ITS AFFILIATE, MATH AND SCIENCE SUCCESS ACADEMY, INC.

Ms. Jennifer Evans, Management Analyst, stated that the request is the third in a series which would allow the Florence Industrial Development Authority to issue bonds up to \$7,900,000 for the acquisition, construction, renovation, improvement and equipment of two locations in Tucson, Arizona, for use in their charter school operations. She stated that the Academy of Mathematics and Science Affiliated Network operates two charter schools in Tucson, one charter school in Phoenix, and is planning a second charter school in Phoenix.

Ms. Evans stated that with the passing of the resolution, the Florence IDA will receive a \$3,000 application fee and a yearly administration fee of seven basis points of the outstanding balance of the issue for the life of the bonds.

On motion of Councilmember Guilin, seconded by Councilmember Woolridge, and carried to adopt Resolution No. 1516-15.

Discussion/Approval/Disapproval of the Fiscal Year 2015-2016 employee benefit program renewal with Blue Cross/Blue Shield of Arizona for medical; Teladoc for 24/7 physician access benefits; Principal Financial Group for dental and life insurance; Vision Service Plan for vision insurance; EAP Preferred for Employee Assistance Program, AFLAC for supplemental insurance products, and

Infinisource to administer our Section 125 flexible benefit account plan; and authorization for the Town Manager to negotiate and enter into all agreements.

Mr. Scott Barber, Human Resources Director, stated that the staff is recommending approval of the Fiscal Year 2015-2016 Employee Benefit Program renewal with Blue Cross/Blue Shield of Arizona. He stated that the employee insurance benefit package renews on July 1, 2015. Garry L. Johnson & Associates, the Town's employee benefit plan consultant, solicited and received renewal quotes from all providers and reported that all providers are offering renewals with a zero premium increase.

Mr. Barber stated that the Town's estimated portion of the annual maximum cost for the Employee Benefit Package for Fiscal Year 2015-2016 is included in the various departmental proposed budgets. If voters do not approve the proposed budget ballot measure on May 19, 2015, staff will be evaluating the benefit package and the cost-sharing arrangement with employees.

On motion of Councilmember Anderson, seconded by Vice-Mayor Walter, and carried to approve the Fiscal Year 2015-2016 Employee Benefit Program renewal with Blue Cross/Blue Shield of Arizona for medical; Teladoc for 24/7 physician access benefits; Principal Financial Group for dental and life insurance; Vision Service Plan for vision insurance; EAP Preferred for Employee Assistance Program, AFLAC for supplemental insurance products, and Infinisource to administer our Section 125 flexible benefit account plan; and authorization for the Town Manager to negotiate and enter into all agreements.

Discussion/Approval/Disapproval of awarding a contract to Kimbrell Electric for installation of a traffic signal at Fire Station No. 2, in an amount not to exceed \$199,081.62.

Ms. Garcia stated that this project will not be completed within this fiscal year and will carry over into the 2015-2016 Fiscal Year.

Mr. John Mitchell, Utilities Director, stated that the project was identified during the construction of the Fire Station No. 2, located at 2035 N. Hunt Highway, which will allow for ingress and egress of emergency equipment from the station. He stated that six companies bid the project with prices ranging from a low of \$199,081.62 to a high of \$252,610.00. The lowest bidder, Kimbrell Electric, has been determined to be the lowest responsive and responsible bidder.

Councilmember Hawkins inquired as to what portion of the project will be carried over into the next fiscal year.

Ms. Garcia stated that due to the plan-out time of the project, an estimated \$30,000 will be expensed this year for the light poles with the remainder of the project is being expensed out next fiscal year.

Mr. Michael Farina, Finance Director, stated that whatever portion of the project is not expensed during this fiscal year will be carried over into next year. He stated that the

State Constitution does permit for the carryover of revenues which would include this type of project.

On motion of Vice-Mayor Walter, seconded by Councilmember Anderson, and carried to award a contract to Kimbrell Electric, for installation of a traffic signal at Fire Station No. 2, in an amount not to exceed \$199,081.62.

Discussion/Approval/Disapproval of accepting Councilmember Montaña's resignation from the Town Council.

Mayor Rankin stated that Councilmember Montaña submitted his resignation due to new employment. He acknowledged Councilmember Montaña's work and dedication, and thanked him on behalf of the Council and its residents.

On motion of Councilmember Woolridge, seconded by Councilmember Guilin, to accept the resignation of Councilmember Montaña from the Town Council.

Roll Call:

Councilmember Anderson: Yes

Councilmember Guilin: Yes

Councilmember Hawkins: Yes

Councilmember Woolridge: Yes

Vice-Mayor Walter: Yes

Mayor Rankin: Yes

Motion Passed: Yes: 6; No: 0

Discussion/Approval/Disapproval of establishing criteria and setting a timeline for filling the vacant Council seat.

Councilmember Woolridge stated that she would like anyone interested in filling the vacant Council seat to submit their resume to be considered by Council for appointment.

Councilmember Hawkins stated that he agreed with Councilmember Woolridge.

Vice-Mayor Walter stated that she would like Council to look at those who are serving on a board and commission and those who are active in the Town.

Mayor Rankin stated that he would like to proceed with the application process, conduct interviews, and appoint at an open session of Council. He stated that applicants should submit their resume and cover letter to the Clerk's Office, including those who have already submitted resumes, so they can be properly tracked and dated. He inquired if Council wanted to conduct interviews and the appointment at the same evening or have a special meeting.

Vice-Mayor Walter stated that she would like to conduct the interviews and the appointment on the same evening.

Mayor Rankin stated that he would like to conduct the interviews on May 18, 2015, and then make the appointment on June 1, 2015.

It was the consensus of the Council to conduct interviews on May 18, 2015, and make the appointment on June 1, 2015.

On motion to Councilmember Hawkins, seconded by Councilmember Woolridge, and carried to accept letters of interest and resumes for the vacant Council seat beginning May 5, 2015 until the close of business on May 14, 2015.

DEPARTMENT REPORTS

Manager's Report

Department Reports

Community Development

Courts

Finance

Library

Parks and Recreation

Police

Public Works

Utilities

The department reports were received and filed.

CALL TO THE PUBLIC

Mr. Bruce Fenstermaker, Florence resident, stated that he has been working on a project for the past six months and provided Council with statistical information that could help in expanding the transit service.

Mr. Fred Redmond, Oasis of Magic Ranch resident, stated that when the annexation goes through, there are many members in the Magic Ranch community that would benefit from a transit system and be able to access the benefits of being a part of the Town of Florence.

CALL TO THE COUNCIL

Councilmember Guilin stated that she appreciated Mr. Montañó's participation on the Town Council as he was very mindful of the decisions he made and will be missed.

Councilmember Hawkins and Councilmember Woolridge agreed with Councilmember Guilin's statements.

Councilmember Anderson stated that Mr. Montañó was an ideal councilmember with his experience in education and law enforcement, and as a native of Florence, he brought to Council a great deal of knowledge and understanding of the needs of Florence. He stated that when he visits the Senior Center he is often asked when a grocery store will come to town. He stated a strong inter-town transit system would provide service up to Safeway, which is in the Town, and fulfill the need to access a grocery store.

Vice-Mayor Walter stated that she agreed that a strong inter-town transit system would not only provide the requested service but keep the tax-base locally if they shop more in the Town. She stated that she has had the privilege to work with Mr. Montañó as a Councilmember and with the school district and he will be missed.

Mayor Rankin thanked Vice-Mayor Walter for attending the Arbor Day event on his behalf. He stated there was a Proclamation on the Consent Agenda declaring the month of May as Foster Care Month. He stated that the foster care system is in need of good foster homes and encouraged those who can, to open their homes and give a child in foster care a chance.

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).

On motion of Councilmember Hawkins, seconded by Vice-Mayor Walter, and carried to adjourn the meeting at 7:31 pm.

Tom J. Rankin, Mayor

ATTEST:

Lisa Garcia, Town Clerk

I certify that the following is a true and correct copy of the minutes of the Florence Town Council meeting held on May 4, 2015, and that the meeting was duly called to order and that a quorum was present.

Lisa Garcia, Town Clerk

MINUTES OF THE FLORENCE TOWN COUNCIL MEETING HELD ON MONDAY, MAY 18, 2015, AT 6:00 PM, IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA.

CALL TO ORDER

Mayor Rankin called the meeting to order at 6:04 pm.

ROLL CALL

Present: Rankin, Walter, Woolridge, Hawkins, Guilin, Anderson

MOMENT OF SILENCE

Mayor Rankin called for a moment of silence.

PLEDGE OF ALLEGIANCE

Mayor Rankin led the Pledge of Allegiance.

CALL TO THE PUBLIC

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

Ms. Ruth Harrison, Florence resident, read portions of the Arbor Day Proclamation that was read at the Arbor Day event.

PRESENTATIONS

Presentation by the Greater Florence Chamber of Commerce recognizing Hospice of the Valley as the Business of the Month.

Mr. Jim Gilloon, Office Manager, Greater Florence Chamber of Commerce, recognized Hospice of the Valley as the Business of the Month. He stated that the Hospice of the Valley is one of the topnotch, non-profit, organizations serving Maricopa and northern Pinal Counties. He stated that Hospice of the Valley supports the needs of veterans and offers services to the Hispanic community with over 20 grief support groups valley wide. He stated that the mission statement for Hospice of the Valley is comfort and dignity as life nears its end.

Ms. Carolyn Richel, Representative with Hospice of the Valley, accepted the award on behalf of its members and patients.

Presentation of the 2015 Arizona Governor's Heritage Preservation Honor Award, on behalf of the State Historic Preservation Office, to the Mayor and Council of the Town of Florence, on behalf of the Florence Historic District residents and Home Tour volunteers.

Ms. Bonnie Bariola, Florence Preservation Foundation, stated that 475 attendees participated in the 2015 Arizona Heritage Preservation Conference held in Flagstaff, Arizona. She stated that the Town of Florence and one other municipality set up tables at the event. The Town's table included pictures of the various historical buildings throughout Town along with brochures promoting the Town.

Ms. Bariola stated that the Arizona preservation Foundation and the Arizona State Historic Preservation Office partner each year to present the Governor's Heritage Preservation Honor Awards recognizing people, organization and projects that represent outstanding achievements in preserving Arizona's prehistoric and historic resources.

Ms. Bariola stated that the 2015 Home Tour marked the 30th annual celebration and was the first of its kind to be submitted for an award. The submittal application explained that the annual tour opens homes and businesses to the public which would normally not be available. The tour operates with the assistance of 150 residential volunteers who assist to promote historic preservation in the Town of Florence.

Ms. Bariola presented the award to the Town Council and Mayor Rankin accepted on behalf of the Town.

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

- a. Approval of Change Order No. 3 with Apache Underground and Excavation, for the Bailey Street waterline, for \$37,376, with a total project cost not to exceed \$648,691.20.**
- b. Approval of Change Order No. 1 with Coolidge Engine & Pump, LLC, for emergency repair of Well #1, for \$8,118.14, with a total project cost not to exceed \$62,618.73.**
- c. Approval of Change Order No. 1 with Ripple Industries, for additional troubleshooting and start-up services with regards to installation of the supervisory control of Town wells and reservoir sites for \$10,375, with a total project cost not to exceed \$80,375.**

d. Approval of the resignation of Chairman Tom Celaya from the Arts and Culture Commission.

e. Adoption of Resolution No. 1520–15:

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, read Resolution No. 1520-15 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AUTHORIZING THE TOWN TO ENTER INTO A GRANT AGREEMENT WITH THE ARIZONA CRIMINAL JUSTICE COMMISSION NATIONAL CRIMINAL HISTORY IMPROVEMENT PROGRAM.

f. Approval of the April 6, and April 20, 2015 Town Council minutes.

g. Receive and file the following board and commission minutes:

- i. April 1, 2015 Arts and Culture Commission minutes.**
- ii. September 18, 2014, October 16, 2014, and April 2, 2015 Planning and Zoning Commission minutes.**

On motion of Vice-Mayor Walter, seconded by Councilmember Hawkins, and carried to approve the Consent Agenda, as written, with the exception of item 7f and 7g.

g. Approval of the April 6, and April 20, 2015 Town Council minutes.

h. Receive and file the following board and commission minutes:

- i. April 1, 2015 Arts and Culture Commission minutes.**
- ii. September 18, 2014, October 16, 2014, and April 2, 2015 Planning and Zoning Commission minutes.**

Councilmember Anderson stated that there was an error in the year noted in the footer of the April 6, 2015 minutes. He stated that he also believes Ms. Adams' name is Cathy not Tracy.

Councilmember Anderson stated that he is concerned that the minutes are late in being submitted to Council and would like to see the minutes prior to making decisions on their behalf. He stated that he was also concerned with the parking space count that was approved for the Mosaic Church as it seems to be too low for the volume of usage of the facility.

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, stated that the Clerk's office will contact all department heads and assist with any board and commission minutes that may be behind and ensure minutes are brought to Council in a timely fashion. She stated that the Clerk's office would need to seek legal counsel regarding a previously

approved item by the Planning and Zoning Commission and what the correct protocol would be if a member of Council has a concern with the decision.

On motion of Councilmember Anderson, seconded by Vice-Mayor Walter, and carried to approve items 7f. and 7g. with corrections made to the April 6, 2015 meeting minutes footer and Ms. Adams' name.

UNFINISHED BUSINESS

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk read Ordinance No. 629-15 by title only.

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING A ZONE CHANGE ON .55 ACRES, FROM NEIGHBORHOOD MULTI-FAMILY RESIDENTIAL ZONING DISTRICT TO HIGHWAY BUSINESS COMMERCIAL ZONING DISTRICT (APN 200-47-0250). (First reading May 4, 2015)

Mr. Mark Eckhoff, Community Development Director, stated one letter was added to this submittal which was received regarding the home that previously housed the Happy Adobe. He stated that the property owner does not want to preserve the home nor have it added to the historical registry. The home in question is not actually on the lot that the requested zone change is for. He stated there is no mechanism in place that would change the desires of the lot which previously housed the Happy Adobe.

On motion of Councilmember Hawkins, seconded by Vice-Mayor Walter, and carried to adopt Ordinance No. 629-15.

NEW BUSINESS

Interviews for vacant Council Seat: Interviews are being conducted in the order of applicant submittal. Candidates will be asked to wait in the lobby until they are called to interview. Once their interview is complete, applicants may remain in the Council Chambers for the remainder of the meeting.

Mayor Rankin read a statement for the candidates regarding conflict of interest and how to obtain legal counsel, if appointed. He explained that the candidates would be asked six questions. After answering the questions, members of Council may additionally ask questions of each candidate.

Mayor Rankin introduced Mr. Jeffrey D. Wooley.

Mayor Rankin inquired what Mr. Wooley's motivation and reasons were for seeking the appointment.

Mr. Wooley stated that he recently completed 14 years of participation on the Planning and Zoning Commission. He stated that he left the Commission in preparation of

moving on to the Town Council. He stated that he has lived in the Town for 17 years and has a great passion for the Town and its heritage.

Mayor Rankin inquired as to what Mr. Wooley would bring to Council, if appointed, to better the Council during his tenure.

Mr. Wooley stated that he has 14 plus years of experience as a volunteer on the Planning and Zoning Committee and is a 2013 graduate of Project Central, which is a rural area leadership academy.

Mayor Rankin inquired if there were one or two things Mr. Wooley thought the Florence government was doing well.

Mr. Wooley stated that he believes the Town is heading in the right direction and that Council and staff work together to make the correct decisions for the Town.

Mayor Rankin inquired if there was one specific thing Mr. Wooley would hope to accomplish, if he were appointed.

Mr. Wooley stated that he hopes that Florence would keep moving forward, remembering that the Town is small and not to lose sight of its history.

Mayor Rankin inquired if Mr. Wooley would seek election to Council, if appointed, to fill this vacancy.

Mr. Wooley stated that he would be running for election once the appointment was complete.

Mayor Rankin inquired what Mr. Wooley thought were the three greatest challenges facing the community today and if he had any suggestion to resolve those challenges.

Mr. Wooley stated that the first challenge is Home Rule and though staff has done everything they can to educate member of Town, continued education on this topic needs to occur to continue the educational process well after the special election.

Councilmember Woolridge inquired if Mr. Wooley would be running for Council if not appointed.

Mr. Wooley stated that he does plan to run for Council if not appointed at the next Council election.

Mayor Rankin introduced Mr. Tom Smith.

Mayor Rankin inquired what Mr. Smith's motivation and reasons were for seeking this appointment.

Mr. Smith stated that he has been on Council for 12 ½ years and knows the issues that Council is dealing with and can step in and support the Council.

Mayor Rankin inquired as to what Mr. Smith would bring to Council, if appointed, to better the Council during his tenure.

Mr. Smith stated it is his love for the Town of Florence and wants to see it move forward and cared for.

Mayor Rankin inquired what Mr. Smith thought were the three greatest challenges facing our Community today and if he had any suggestion to resolve those challenges.

Mr. Smith stated that Town has fiscal challenges coming up and needs to be attentive and responsible to the financial dealing of the Town. He stated water preservation needs to be done now, continuing the work that has been done already. He stated that he would like the library project completed and see the members of Florence enjoy the facility. The Parks and Recreation Department is and has done a great job with the new facility construction project. The Community Development Department has done a great job keeping up with the growth of the Town and the increase in business for their department. He stated these are the main items he looks at along with working the Council and Town staff to ensure the Town's business is completed.

Mayor Rankin inquired if there were one or two things Mr. Smith thought the Florence government was doing well.

Mr. Smith stated that he believes Council is taking care of the Town well, listening to anyone that comes to them and tries to resolve their needs. He stated that Council works well with staff ensuring all questions are answered and all items are completed in a timely manner.

Mayor Rankin inquired if there was one specific thing Mr. Smith would hope to accomplish if he was appointed.

Mr. Smith stated he would like to be a help to Council and staff.

Mayor Rankin inquired if Mr. Smith would seek election to Council, if appointed, to fill the vacancy.

Mr. Smith stated that he would most likely not be running for election after completing the 18 month appointment.

Mayor Rankin introduced Ms. Karen J. Wall.

Mayor Rankin inquired what Ms. Walls' motivation and reasons were for seeking this appointment.

Ms. Wall stated that she likes Florence and would like to become involved in many activities and concerns of the Town. She finds herself obligated to keep supporting the Town and the General Plan that has been in place.

Mayor Rankin inquired as to what Ms. Wall would bring to Council, if appointed, to better the Council during her tenure.

Ms. Wall stated that she is very detail-oriented, preparing for all items she is involved in. She is a strong communicator and provides information to those around her on topics she is involved in. She stated that she would like to continue her work with the Town and if there is a conflict of interest, she has a plan to resolve it. She stated that she is a customer service oriented person and sees being a part of Council as an opportunity to serve the citizens of Florence. She has worked within a school system, owned her own business and negotiated large contracts that have provided her a skill set that will benefit the business of the Town and Town Council.

Mayor Rankin inquired what Ms. Wall thought were the three greatest challenges facing our community today and if she had any suggestion to resolve those challenges.

Ms. Wall stated that Proposition 407 is the most urgent issue in front of Council and staff and whichever way the vote goes; Council and staff will make the budget work and hopes she can be a part of the least painful way to ensure a successful fiscal year. She stated the Library/Aquatic Center opening that is currently under construction needs to be completed and then believes the Town needs to resolve the issue with the Florence Copper project.

Mayor Rankin inquired if there were one or two things Ms. Wall thought the Florence government was doing well.

Ms. Wall stated that she supports the Council and believes Council has a lot of respect in the community and is doing what is best for the Town.

Mayor Rankin inquired if there was one specific thing Ms. Wall would hope to accomplish if she was appointed.

Ms. Smith stated she would like to increase communication through the communities in Town using social media and print.

Mayor Rankin inquired if Ms. Smith would seek election to Council, if appointed, to fill this vacancy.

Ms. Smith stated at this time she was not sure if she would be running for election upon completion of the appointed term.

Mayor Rankin introduced Mr. Art Buckley.

Mayor Rankin inquired what Mr. Buckley's motivation and reasons were for seeking this appointment.

Mr. Buckley stated that he has two major concerns; one being the downtown areas and the second being the impact fees being assessed to the Florence Garden area and downtown.

Mayor Rankin inquired as to what Mr. Buckley would bring to Council, if appointed, to better the Council during his tenure.

Mr. Buckley stated that he has development experience which a majority of the Council does not. He stated that he would be inquisitive regarding statements made by staff and others to ensure information is accurate.

Mayor Rankin inquired what Mr. Buckley thought were the three greatest challenges facing our community today and if he had any suggestion to resolve those challenges.

Mr. Buckley stated that one major challenge that Council has consistently addressed is the Copper Mine project and encouraged the Council stay firm in their efforts to protect the Town's water. He stated other issues are confidence in money management, improving the citizens of Florence confidence in the Council and how money is being spent and lastly, there are things that can be done to encourage growth in the downtown area.

Mayor Rankin inquired if there were one or two things Mr. Buckley thought the Florence government was doing well.

Mr. Buckley stated that the Town is doing many things well; one is being frugal and saving funds, and secondly, being consistent in the actions opposing the Copper Mine.

Mayor Rankin inquired if there was one specific thing Mr. Buckley would hope to accomplish if he was appointed.

Mr. Buckley stated that he would like to be a part of the process to restore the confidence regarding Home Rule and the spending decision of the Town.

Mayor Rankin inquired if Mr. Buckley would seek election to Council if appointed to fill this vacancy.

Mr. Buckley stated that he would not be running for election.

Mayor Rankin introduced Ms. S. Dulaine Coleman.

Mayor Rankin inquired what Ms. Coleman's motivation and reasons were for seeking this appointment.

Ms. Coleman stated that she has training in political science and has a great interest in politics. She stated that she has concerns regarding different activities in the community.

Mayor Rankin inquired as to what Ms. Coleman would bring to Council, if appointed, to better the Council during her tenure.

Ms. Coleman stated that her experience in public policy, she has many ideas that would be useful and she has the time to dedicate to the Town.

Mayor Rankin inquired what Ms. Coleman thought were the three greatest challenges facing our community today and if she had any suggestion to resolve those challenges.

Ms. Coleman stated that she feels transportation, infrastructure and business are the challenges facing the community.

Mayor Rankin inquired if there were one or two things Ms. Coleman thought the Florence government was doing well.

Ms. Coleman stated that she believes Council is trying to address the concern to preserve the Town's history and historical buildings along with moving the Town forward.

Mayor Rankin inquired if there was one specific thing Ms. Coleman would hope to accomplish if she was appointed.

Ms. Coleman stated that she would hope to have public utilities be public.

Mayor Rankin inquired if Ms. Coleman would seek election to Council if appointed to fill this vacancy.

Ms. Coleman stated that at this time, it would be premature for her to say.

Mayor Rankin inquired what Mr. Coleman meant regarding public utilities being public.

Ms. Coleman stated that the water department is owned by a single person and as such, the users have no say regarding rate increases or what happens with the water.

Mayor Rankin stated that Council will make the appointment at the June 1, 2015 Council meeting.

MANAGER'S REPORT

CALL TO THE PUBLIC

Mayor Rankin opened the call to the public. There were no comments; Mayor Rankin closed the call to the public.

Florence Town Council Meeting Minutes

May 18, 2015

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CALL TO THE COUNCIL

Councilmember Anderson stated that he was appreciative of the work that has been done at the intersection of Attaway and Hunt Highway by the Public Works Department.

Councilmember Guilin stated that she had the opportunity to visit the Mary C. Obrien School and participate in an exercise with the 4th graders. She stated that Ms. Garcia had been working with the children on their presentation skills and was amazed of the work that has been done with those children by Ms. Garcia.

Councilmember Woolridge stated that she had an opportunity to attend one of Ms. Garcia's sessions with the kids at Mary C. Obrien School and it was a pleasure watching Ms. Garcia work with the kids. She stated that Ms. Garcia represents the Town of Florence very well and makes us all proud.

Vice-Mayor Walter stated that she would like to remind everyone that if they have not mailed their ballot, that they need to hand deliver it to the Pinal County office on Florence Avenue until 7:00 pm on May 19, 2015. She thanked the Council applicants for applying.

Councilmember Anderson inquired when election results will be available.

Ms. Garcia stated that the election results will be available between 8:05 pm and 8:15 pm, on the Town's website.

Mayor Rankin stated that the program at the Mary C. O'Brien School was very well done and the plans that the kids developed for the library were well thought out. He encouraged everyone to vote. He stated that if they have not mailed in their ballot, they will need to deliver it to the Pinal County office. He thanked the candidates for applying and interviewing for the vacant Council seat and that the decision will be made at the June 1, 2015 Council meeting.

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).

On motion of Councilmember Woolridge, seconded by Councilmember Anderson, and carried to adjourn the meeting at 7:12 pm.

Tom J. Rankin, Mayor

ATTEST:

Lisa Garcia, Town Clerk

I certify that the following is a true and correct copy of the minutes of the Florence Town Council meeting held on May 18, 2015, and that the meeting was duly called to order and that a quorum was present.

Lisa Garcia, Town Clerk

**TOWN OF FLORENCE
HISTORIC DISTRICT ADVISORY COMMISSION
SPECIAL MEETING MINUTES**

SPECIAL MEETING MINUTES OF THE HISTORIC DISTRICT ADVISORY COMMISSION OF THE TOWN OF FLORENCE TO BE HELD TUESDAY, MARCH 31, 2015, AT 6:00 PM, IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.

CALL TO ORDER

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

ROLL CALL:

Present: Chairman Wheeler, Vice-Chairman Adam, Commissioner Smith, Commissioner Reid, Commissioner Novotny, Commissioner Schmidt.

PLEDGE OF ALLEGIANCE

Chairman Wheeler led the Pledge of Allegiance.

DISCUSSION/APPROVAL/DISAPPROVAL of the minutes of the regular meeting conducted on January 28, 2015.

On motion of Vice-Chairman Adam, seconded by Commissioner Smith, and carried to approve the minutes of the regular meeting conducted on January 28, 2015 with one correction.

NEW BUSINESS

CASE HDAC-03-15-DR (RUIZ REHABILITATION PROJECT)

DISCUSSION/APPROVAL/DISAPPROVAL of a Design Review application for "Ruiz Rehabilitation Project" located at 321 East Ruggles Street in Florence, Arizona.

Heath Reed, Town Planner, stated Florence is unique among small towns in Arizona and lays claim to over 150 historic properties/structures that make up the "Florence Townsite Historic District" which is featured on the National Register of Historic Places. While receiving the credit of the nationally recognized Historic District is a great honor for the Town of Florence, an underlining problem associated with historic properties is deterioration from the outside elements. In turn, constant maintenance is required for these homes in order to preserve their historic integrity.

The Town Council and Historic District Advisory Commission has always been proactive in their pursuit to rehabilitate and preserve Florence's Historic District and use the District as one of the selling points to attract business and families.

Under Town Council direction, Town staff was able to obtain two grants from the State Housing Fund (HOME) and the Community Development Block Grant (CDBG). The grants are to be used to conduct owner-occupied housing rehabilitation within the limits of the Town. Five homes have been identified for rehabilitation (two within the Historic District). The Town is fortunate to have obtained these funds that will allow for the repair of homes in and around the historic district.

The purpose of this application is to obtain Historic District Advisory Commission approval on rehabilitation for a historic home known as the "Jennie Lopez Residence" (listed as F1-92 Historic District). This historical residence was built by Jennie B. Lopez around 1930 and sits on the south side of Ruggles Street. Since Ruggles was the original Main Street of Florence, the building's facades are located on the north and west property lines. This placement is significant due to existing historical structures along the street that have similar building placements. The building is a good example of a Transformed Sonoran residence. The building is an adobe structure with stucco exterior; however, a later addition to the historic building was added. The concrete block addition on the east side of the house expanded the living space of the building and can be identified separately as an addition.

The owner of the residence has requested to rehabilitate her home and has received grants in assisting her rehabilitation efforts. The home of Teresa Ruiz is being repaired through two grants obtained and staff estimates that repair costs for the Ruiz home will be approximately \$110,000.

The current state of the subject property is in severe disrepair. Many aspects of the property are unhealthy and the applicant desires to improve and protect the historic integrity from future damage.

The exterior improvement of the property will be the focus of this design review application.

FOUNDATION AND WALLS

The Florence Townsite Historic District Preservation Design Guidelines in Section 3.9 (Building Materials) 3.9.2 (Adobe) focus on Adobe Deterioration;

"When preservation or rehabilitation is contemplated for a historic adobe building, it is generally because the walls or roof of the building have deteriorated in some fashion. Walls may be cracked, eroded, pitted or bulging. The roof may be sagging. In planning the stabilization and repair of an adobe building, the following is necessary:

- Determine the nature of the deterioration;
- Identify and correct the source of the problem causing the deterioration;
- Develop rehabilitation and restoration plans that are sensitive to the integrity of the historic adobe building; and
- To develop a maintenance program once the rehabilitation or restoration is completed”.

The owner and applicant have provided a detailed plan in restoration and protection to the historic structure as detailed in the Guidelines.

The applicant proposes to install an 8” wide retaining wall adjacent to the original (18” wide) adobe walls on the north and west sides to protect the foundation and adobe from further water damage. The back adobe addition (12” wide) has a solid foundation consisting of a concrete and river rock mix. However, the owner desires to continue the retaining wall to maintain uniformity and to protect this section from future structural issues. The applicant also plans to add a concrete slab and post footings to the back porch.

ROOF

The existing roof is in need of repair, due to termite damage and lead abatement (a roofing material deterioration). The applicant proposes to replace the existing roof structure with new pre-engineered trusses to match original pitches and size (2x4). In addition to the pitch and trusses, the owner desires to have a 2’0” overhang to allow for proper ground slope to divert water from the building to prevent further water damage to the foundation and exterior adobe walls. The applicant also desires to replace the roof using 30 year dimensional shingles at gable roofs and a roll-roofing over the shed patio roof. The roof shingles will replace what is current.

DOORS AND WINDOWS

Due to weathering from the elements, in addition to termite damage and lead paint abatement, the applicant proposes to replace all exterior windows and doors using custom fabricated wood frames to match the original style as closely as possible. All windows currently have a concrete sill except one. The applicant proposes to install a new sill at this north window location for uniformity and moisture protection and to match the other window sills. Single hung windows will match the existing windows with a 3½” honeysuckle trim style and color. These new windows will reduce heat gain and will enhance the historic structure aesthetically.

Existing doors on the structure are 2'8" wide. All doors will fit the existing sizes except the south side door, which is the main entrance by the resident into the building. The applicant proposes to replace the south side door and to widen the door width by 4" to total 3'0" wide to meet code and accessibility needs. The door design is a standard exterior design which does not match the existing weathered doors on the structure. However, the doors will match the new window trim of the windows.

Staff contended that this rehabilitation will not only preserve the home for future generations, but also enhance the appearance so the property blends into the Historic District and retains a level of individuality. Staff agreed that the applicant has followed the Secretary of the Interior's Standards for the Treatment of Historic Properties and

As stated per the following:

Secretary of the Interior's Standards for the Treatment of Historic Properties: Standards for Rehabilitation

9. *New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships characterizing the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.*

10. *New additions and adjacent or related new construction will be undertaken in such a manner, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.*

- The applicant has determined the nature of the deterioration and has identified the solutions to correct the problem.
- Rehabilitation and restoration plans that are sensitive to the integrity of the historic adobe building will be employed.
- Secretary of the Interior's Standards for the Treatment of Historic Properties: Standards for Rehabilitation and Florence Townsite Historic District Preservation Guidelines have been utilized.
- Rehabilitation of historic properties within the Historic District is encouraged to preserve the integrity of the structure.

Staff found that this request is in compliance with applicable Town Codes, Secretary of the Interior's Standards for the Treatment of Historic Properties and Florence Townsite Historic District Preservation Guidelines and hereby recommends approval to the

Historic District Advisory Commission for the Design Review application HDAC-03-15-DR, subject to the following conditions:

1. Construction shall conform to the exhibits presented on March 31, 2015.
2. Design Review approval shall expire in one (1) year from this approval (March 31, 2015) if a building permit is not issued for the subject site/project within said period.

Ernie Feliz, Grants and Assessments Manager for the Town of Florence, spoke to the Commission regarding specific aspects of what would be rehabilitated and addressed a few questions that the Commission had regarding the project.

Rosa Bruce from Bbar Consulting sufficiently answered various questions that the Commission had regarding rehabilitation of the property.

On motion of Vice-Chairman Adam, seconded by Commissioner Novotny, and carried to approve the Design Review application for the "Ruiz Rehabilitation Project" located at 321 East Ruggles Street in Florence, Arizona.

SHPO TRAINING

The Commission and staff received training by State Historic Preservation Officer Jim Garrison on Historic Preservation topics.

Mr. Garrison spoke regarding laws and rules as well as additional training on Historic Preservation.

Trainers from the State Historic Preservation Organization answered various questions from the Commission satisfactorily. They also discussed information regarding funding for the organization.

Staff addressed the Commission to explain how the Town has reduced requirements within the Historic District in order to be proactive to bring additional people and businesses to the Historic area.

Staff from the State Historic Preservation Organization explained the difference between various Historic Preservation terms and what each includes.

CALL TO THE PUBLIC/COMMISSION RESPONSE

Call to the Public for Comment is limited to issues within the jurisdiction of the Town of Florence Historic District Advisory Commission. Individual Commission members may respond to criticism made by those commenting, may ask staff liaison to review a matter raised, or may ask that a matter be put on a future agenda.

Bonnie Bariola wanted to thank Jim Garrison and the SHPO staff for coming out and providing Florence with the information given in the presentation. She stated she was amazed that Mr. Garrison gives the presentations without any notes.


Ruth Harrison, a Florence resident, stated that as she understands it the Historic District Advisory Commission meetings are not typically filmed and posted to the Town website, however she feels that the presentation given by Mr. Garrison should have been filmed and she would like to see it on the website for the Town to be able to view if they so choose. She recommended that Town staff, in the future, make sure that special presentations/events are filmed and put on the Town website.

CALL TO THE COMMISSION

The Commission thanked Mr. Garrison for his presentation. They also gave a good-bye and thank you to Heath Reed, Town Planner for his years of service to the Town. The Commission went on to welcome two new Commission members.

ADJOURNMENT

Chairman Wheeler adjourned the meeting at 7:45 pm.

X  _____
Chairman Wheeler

FLORENCE COMMUNITY LIBRARY
Joint-Use Library Advisory Board
1000 S. Willow St. / P. O. Box 985
Florence, AZ 85132

Minutes

Regular Meeting
March 18, 2015 – 6:00 p.m.

1. The meeting was called to order at 6:04 pm by Chairperson Kollert.
2. Members present were: Sheree Berger, Talma Harmon, Eugene Horan, Denise Kollert, Trudy Kelm, and Rosemary Bebris
Members absent were: Kamian Harmon, Vallarie Woolridge, Dr. Amy Fuller and Thad Gates
3. A motion was made by Member Horan, seconded by Member Berger, and carried to approve the February 18, 2015 minutes.
4. The Library Director's report included the following:
 - An LSTA grant application for \$11,388.22 was submitted to the Arizona State Library. If we are successful in securing the grant, funds will be used to bring a series of 15 cultural programs to the library next FY.
 - The Florence Community Library is one of 5 libraries selected by the Arizona State Library to participate in the "Making a Difference with Community Engagement" program. Consultants will work with staff at participating libraries/library systems to create a community engagement plan. Training, coaching and support will be conducted in a virtual as well as face-to-face environment.
 - Rita Marquez, Children's Librarian, conducted outreach visits to the pre-school classes at Anthem K-8 on February 26th.
 - Rita Marquez attended a workshop presented by the Arizona State Library, "2015 Arizona Summer Reading Program – Every Hero has a Story!" on February 27th.
 - Rose Bebris and Jennifer Evans met with Jessica Gonzales, Business Outreach Specialist at the Phoenix Public Library, to discuss PPL's "the Hive@Central" business program. PPL has partnered with the City of Phoenix Community and Economic Development Department to bring business resources to Phoenix residents.
5. Ms. Rosemary Bebris, Library Director, provided an update on the new library facility. Construction meetings regarding the new library continue with Low Mountain Construction, Inc. The facility is on track for a July 22, 2015 completion date. Ms. Bebris

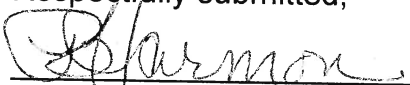
informed the Board that at the March 16, 2015 Council Meeting a resident presented a petition objecting to the facility's signage package. Ms. Bebris further explained that the signage package had already been approved by the Planning and Zoning Commission at their February 5, 2015 meeting and by the Town Council at their March 2, 2015 meeting. Member Berger asked if the issue would delay construction of the new library. Ms. Bebris stated that it should not delay opening the facility.

6. Ms. Bebris, Library Director, explained that she has been instructed to reduce library hours from 65 to 55 hours per week effective May 1, 2015, noticing the public and Florence Unified School District no later than April 1, 2015. Ms. Bebris explained that only a very small percentage of the library's circulation takes place between 7 a.m. and 9 a.m. Monday through Friday, and her recommendation was to open to the public at 9 a.m. during the week if hours are to be reduced. Member Berger expressed concern about changing the hours just before the end of the school year. Member Talma Harmon reminded the Board of the need for evening hours for students at finals time. Members Horan and Kollert echoed the concerns. Ms. Bebris indicated her agreement about the timing, explaining that she had proposed adjusting the library's hours to coincide with the opening of the new facility. Member Kollert asked if a public survey could be conducted to help determine the new hours. Ms. Bebris responded that she would look into the possibility, but at this time the hours were determined by balancing the library's historic use patterns, the needs of the public, and the availability of staff. Board members generally agreed that, if the library's hours needed to be reduced by 10, opening at 9 a.m. Monday through Friday and retaining the closing and Saturday times would provide the least amount of disruption to library services.

7. The next meeting was scheduled for April 15, 2015.

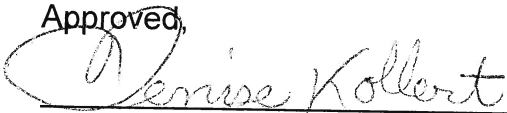
8. A motion was made by Member Talma Harmon, seconded by Member Horan, and carried to adjourn the meeting at 7:15 pm.

Respectfully submitted,



Talma Harmon, Secretary

Approved,



Denise Kollert, Chairperson

TOWN OF FLORENCE PARKS AND RECREATION ADVISORY BOARD

MINUTES FROM THE REGULAR MEETING HELD ON THURSDAY, JANUARY 22, 2015 AT 6:00 P.M. IN THE COUNCIL CHAMBER OF TOWN HALL, LOCATED AT 775 N. MAIN STREET, FLORENCE, AZ.

1. CALL TO ORDER

Chairman Revis called the meeting to order at 6:01 P.M.

2. ROLL CALL:

Present: Jaclyn Revis, Donald Woolridge, Robert Smidt, Shawn Gibson, Council Liaison Tara Walter

Absent: Don Pinson

3. NEW BUSINESS

a. Welcome New Advisory Board Member Robert Smidt

Mr. Bryan Hughes introduced and welcomed new Board Member Robert Smidt.

b. Discussion/ Approval/ Disapproval of nomination and election of a new Board Chair

Deferred until next meeting

c. Discussion/ Approval/ Disapproval of nomination and election of a new Board Vice Chair

Deferred until next meeting

d. Discussion/ Approval/ Disapproval of subcommittees for facilities and programming

Mr. Hughes stated the subcommittee for Facilities will help prioritize Capitol Projects and help present them to Council. As the Town continues to grow, the subcommittee will also help make decisions on the maintenance of our existing facilities. Board member Smidt stated he was interested in being part of the facility subcommittee.

Mr. Hughes then discussed the role of the Programming subcommittees. This subcommittee will help decide if programming and ideas are

practical, if they are within budget, and input if programs are a go. Board Chairman Revis is interested in participating in this subcommittee.

e. Discussion/ Approval/ Disapproval of the October 15, 2014 meeting minutes

On motion by Chairman Revis and seconded by Board member Woolridge, and carried to approve the October 25, 2014 meeting minutes

f. Update on the Territory Square Library/Recreation Complex Project

Mr. Hughes updated the Board on the progress of the Territory Square Library/Recreation Complex Project. Mr. Hughes stated the pools were dug out, pressure testing had been done and all pipes are in for the competition pool. The leisure pool will be dug out today, concrete slabs for the bath house has been poured and stem walls have been erected. Everything is on schedule. Mark Cowling with the Florence Reminder & Blade-Tribune went out with Mr. Hughes and took pictures of the progress.

g. Update on the Territory Square Fitness and Recreation Center Project

Mr. Hughes stated, that in September of 2014, the Town issued a RFQ for the Territory Square Fitness and Recreation Center on the site that has been selected, but at the November Town Council Meeting, Council decided not to move forward with the project.

h. Discussion of the Future Capital Improvement Projects

Mr. Hughes discussed about looking at the Parks & Recreation Master Plan and possibly updating the following parks/squares: Heritage Park, Jaques Square, Arriola Square, and the High Profile parking lot which is not on the list but will be discussed at a later date. Some improvements the Parks & Recreation is hoping to present to Council, which the subcommittees and the Parks & Recreation board will help prioritize, are re-surfacing parking lots before they deteriorate further, a shade canopy over the amphitheater at Padilla Park, trail heads for the Poston Butte land being donated adjacent to "F" mountain. Mr. Hughes stated the current Master Plan has a seven year old quote and it needs to be updated.

i. Discussion of the Fiscal Year 2015-16 Parks and Recreation Fee Schedule

Mr. Hughes stated that looking back through fiscal years 12/13, 13/14 and our current fiscal year, there are no fees for picnic ramada rentals. Mr. Hughes said there should a nominal fee placed for those rentals. Mr.

Hughes indicated that according to the Town's Code, there is a cost recovery policy and he has instructed Staff to research ramada rental fees, ball field fees, room rental fees and programming fees from neighboring Communities to help determine our fees. The Programming subcommittee will help a great deal determining these fees as well. Mr. Hughes predicts with the opening of the Library/Recreation complex, there will be a surge in uses.

4. UNFINISHED BUSINESS

a. Parks and Recreation Staff and Advisory Board Planning Retreat Recap

Mr. Hughes would like to discuss the Mission, Vision and Values, and the Town's overall goals to have a successful Department and finalizing it sometime in the spring. Board member Gibson asked if Bryan was planning on making the retreats an annual event. Mr. Hughes replied that he will keep it in mind, especially with the growth in Town we will need to meet and update our Department's goals.

b. Discussion of the Tree City USA program

Mr. John Nixon, Recreation Coordinator, has taken the lead on this program. Mr. Nixon discussed a little on the application process to be recognized as a Tree City, by the Arbor Day Foundation. Application deadline was December 31, 2014. John mentioned he reached out to the Arizona State Forestry Division, and was in communication with Chris a Forest Program Specialist; he streamlined the information for John and also helped in the application process. John re-applied for the 2015 calendar year at 9:46 A.M. on December 31, 2014. John is waiting to hear back if the Town will be re-certified.

c. Discussion of the Playful City USA program

This is another program John Nixon is taking lead on. In October, John submitted an "Intent to apply" to PCUSA. The first deadline is March 6, 2015 John will then submit his first draft for review. Mr. Hughes has applied with PCUSA in the past; he said they offer many different ways to obtain playground equipment.

5. STAFF REPORTS

a. Parks and Recreation Director

Informal verbal update was given to the Board. Some Home Tour ads have been posted in Pinal Ways, AAA magazine. Mr. Hughes may attend the Mesa Historical Tour and the Superior Historical Tour for ideas.

b. Parks

Ray Hartzel, Park Maintenance Superintendent, had no formal update on Park Maintenance, but did mention to Bryan Hughes in a meeting that maintenance worker, Michael Groves will be taking an exam on certified playground inspections. The Heritage ball field lighting project will probably be powered by Friday. Ray is also working on new rules signs and a drinking water fountain at the dog park.

c. Recreation

Mr. Nixon updated the Board on theme for Home Tour. This year Home Tour falls on Valentine's Day, so the Home Tour Committee named the event "The Heart of Florence- Adobe Walls of Love and Heartbreak".

d. Senior Center

No updates from the Senior Center

6. CALL TO THE PUBLIC/BOARD RESPONSE

Ruth Harrison mentioned the benches and planters at Main Street Park are fading, she suggested our maintenance crew coat the wood to prevent further deterioration. Also, at Jaques Square there are trees with tall branches that need to be removed. The tree care ordinance is very broad; Ms. Harrison would like us to be more specific. Ms. Harrison expressed her disbelief as to why the Town gets Tree City certified due to our lack of a more specific tree ordinance.

In response to Ms. Harrison's comments, Mr. Hughes mentioned that we will be addressing issues like this within the Facility subcommittee.

CALL TO THE PUBLIC FOR PUBLIC COMMENT ON ISSUES WITHIN THE JURISDICTION OF THE TOWN OF FLORENCE PARKS AND RECREATION ADVISORY BOARD. COUNCIL RULES LIMIT PUBLIC COMMENT TO THREE MINUTES. INDIVIDUAL MEMBERS MAY RESPOND TO CRITISIM MADE BY THOSE COMMENTING, MAY ASK STAFF TO REVIEW A MATTER RAISED OR MAY ASK THAT A MATTER BE PUT ON A FUTURE AGENDA. HOWEVER, MEMBERS SHALL NOT DISCUSS OR TAKE ACTION ON ANY MATTER DURING AN OPEN CALL TO THE PUBLIC UNLESS THE MATTERS ARE PROPERLY NOTICED FOR DISCUSSION AND LEGAL ACTION.

7. CALL TO THE BOARD

None

8. ADJOURNMENT

On motion made by Chairman Revis, seconded by Member Smidt, and carried to adjourn the meeting at 7:05 P.M.


Approved:



Shawn Gibson, Chairman

Posted day of 2015, by Maria Hernandez, Deputy Town Clerk, at 775 North Main Street and 1000 South Willow Street, Florence, Arizona 85132 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 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> 8a.
<p>MEETING DATE: June 15, 2015</p> <p>DEPARTMENT: Administration</p> <p>STAFF PRESENTER: Jennifer Evans Management Analyst</p> <p>SUBJECT: Consideration and adoption of Resolution No. 1522-15: Approving the Issuance by the Industrial Development Authority of the Town of Florence, Inc. Not to Exceed \$1,650,000 of Education Revenue Bonds (Mohave Accelerated Learning Center Schools), Series 2015, for the benefit of Mohave Accelerated Learning Center and Mohave Accelerated Elementary School, Inc.</p>		<p> <input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance </p> <p style="margin-left: 40px;"> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading </p> <p><input type="checkbox"/> Other</p>

RECOMMENDED MOTION/ACTION:

Motion to adopt Resolution No. 1522-15: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, GRANTING APPROVAL TO THE ISSUANCE OF ONE OR MORE SERIES OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE TOWN OF FLORENCE, INC. TAX-EXEMPT AND/OR TAXABLE EDUCATION REVENUE BONDS (MOHAVE ACCELERATED LEARNING CENTER SCHOOLS), SERIES 2015, IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$1,650,000 TO FINANCE THE ACQUISITION, CONSTRUCTION, RENOVATION, IMPROVEMENT AND EQUIPPING OF EDUCATIONAL FACILITIES FOR MOHAVE ACCELERATED LEARNING CENTER AND MOHAVE ACCELERATED ELEMENTARY SCHOOL, INC.

BACKGROUND/DISCUSSION:

Adoption of Resolution No. 1522-15 will allow Mohave Learning Center Schools to issue, through the Florence Industrial Development Authority (Authority), up to \$1,650,000 of bonds for the acquisition, construction, renovation, improvement and equipment of the land and buildings at 625 Marina Boulevard, Bullhead City, Arizona, for use as a charter school.

Mohave Accelerated Learning Center owns and operates a charter school serving approximately 400 students in grades 6th through 12th on what is referred to as the "Main Campus". Mohave Accelerated Elementary School, Inc. operates a charter

school serving approximately 180 students in grades K through 5th on the Main Campus and on their East Campus.

There is no liability incurred by the Town of Florence in granting its approval for the issuance of the bonds. By issuing the bonds, the Town or the Authority is not precluded from making other issues now or in the future. The issuance of IDA bonds is contingent upon the borrower's strength and the comfort that the underwriter has with the applicant.

By adopting this resolution, the Authority will receive a \$3,000 application fee and a yearly administrative fee of 7 basis points of the outstanding balance of the issue for the life of the bonds. If \$1.65 million in bonds are issued, the Authority will receive approximately \$1,155.00 at closing.

FINANCIAL IMPACT:

Under the provisions of Arizona Revised Statutes, Section 35-742, the Town of Florence shall not in any event be liable for the payment of the principal or interest of the bonds of the Authority or for the performance by the Authority of any of its obligations with respect to its bonds nor shall any agreements or obligations of the Authority constitute an indebtedness of the Town of Florence within the meaning of any constitutional or statutory provisions whatsoever.

STAFF RECOMMENDATION:

Staff recommends adoption of Resolution No. 1522-15 for approval of the Industrial Development Authority of the Town of Florence, Inc. bonds for Mohave Accelerated Learning Center and Mohave Accelerated Elementary School, Inc.

ATTACHMENTS:

Resolution No. 1522-15
Ryley, Carlock, & Applewhite letter dated June 1, 2015

RESOLUTION NO. 1522-15

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, GRANTING APPROVAL TO THE ISSUANCE OF ONE OR MORE SERIES OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE TOWN OF FLORENCE, INC. TAX-EXEMPT AND/OR TAXABLE EDUCATION REVENUE BONDS (MOHAVE ACCELERATED LEARNING CENTER SCHOOLS), SERIES 2015, IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$1,650,000 TO FINANCE THE ACQUISITION, CONSTRUCTION, IMPROVEMENT AND EQUIPPING OF EDUCATIONAL FACILITIES FOR MOHAVE ACCELERATED LEARNING CENTER AND MOHAVE ACCELERATED ELEMENTARY SCHOOL, INC.

WHEREAS, The Industrial Development Authority of the Town of Florence, Inc. (the “**Authority**”), is an Arizona nonprofit corporation designated as a political subdivision of the State of Arizona empowered under the Industrial Development Financing Act, A.R.S. §§ 35-701 through 761 inclusive (the “**Act**”), to issue revenue bonds for the purposes set forth in the Act, including the making of secured and unsecured loans for the purpose of financing and refinancing the acquisition, construction, improvement or equipping of a “project” (as defined in the Act) whenever the Board of Directors of the Authority finds such loans to be in the public interest; and

WHEREAS, the term “project” includes within its meaning any land, any building or other improvements, and all real and personal properties which are suitable for an educational institution or organization established under the provisions of Title 15, Chapter 1, Article 8, Arizona Revised Statutes and owned by a nonprofit organization; and

WHEREAS, Mohave Accelerated Learning Center and Mohave Accelerated Elementary School, Inc. (together, the “**Borrower**”), each of which are Arizona nonprofit

corporations designated as organizations described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “**Code**”), have requested the Authority to issue its revenue bonds for the purpose of assisting the Borrower in financing the costs of acquiring, constructing, improving and equipping buildings to be used as charter school facilities located in Bullhead City, Arizona (the “**School**”); and

WHEREAS, in furtherance of the purposes of the Act, the Authority proposes to issue one or more series of its tax-exempt and/or taxable Education Revenue Bonds (Mohave Accelerated Learning Center Schools), Series 2015 (the “**Bonds**”), in an aggregate principal amount of not to exceed \$1,650,000, pursuant to an Amended and Restated Financing Agreement and a First Supplemental Financing Agreement, to be dated as of June 1, 2015 (together, the “**Financing Agreement**”), among the Authority, the Borrower and Compass Mortgage Corporation, as Bond purchaser;

WHEREAS, the proceeds of the Bonds will be loaned to the Borrower to (i) acquire, construct, improve and equip an approximately 13,900 square foot multi-purpose facility and ten classrooms at the School, and (ii) paying certain costs relating to issuance of the Bonds (collectively, the “**Project**”); and

WHEREAS, the Authority, by a resolution duly adopted by the Board of Directors of the Authority at a lawful meeting called and held on June 15, 2015 (the “**Authority Resolution**”), granted final approval to the issuance and sale of the Bonds in aggregate principal amount not to exceed \$1,650,000; and

WHEREAS, pursuant to Section 35-721.B of the Act, the proceedings of the Authority under which the Bonds are to be issued require the approval of this Council; and

WHEREAS, this Council has had presented to it information regarding the Project and the Bonds and is informed and advised regarding the Project and the Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF FLORENCE

as follows:

SECTION I. APPROVAL OF PROCEEDINGS. The proceedings of the Authority under which the Bonds are to be issued in aggregate principal amount not to exceed \$1,650,000 are hereby approved, subject, however, to all the terms and conditions contained in the Authority Resolution.

SECTION II. CERTIFICATION. It is hereby CERTIFIED under penalty of perjury that the approval of the proceedings and the issuance of the Bonds is not made in consideration of any bribe, gift, gratuity, or direct or indirect contribution to any political campaign.

PASSED by the Mayor and Town Council of the Town of Florence, Pinal County, Arizona, this 15th day of June, 2015.

Tom Rankin - Mayor

ATTEST:

APPROVED AS TO FORM

Lisa Garcia - Town Clerk

Clifford L. Mattice, Town Attorney

William F. Wilder
Direct Line: 602-440-4802
Direct Fax: 602-257-6902
E-mail: wwilder@rcalaw.com

June 1, 2015

To: Mayor and Town Council
Town of Florence, Arizona

Board of Directors
of The Industrial Development Authority
of the Town of Florence, Inc.

Re: Not to Exceed \$1,650,000 The Industrial Development Authority of
the Town of Florence, Inc. Education Revenue Bonds
(Mohave Accelerated Learning Center Schools), Series 2015

Ladies and Gentlemen:

At a meeting of the Board of Directors of The Industrial Development Authority of the Town of Florence, Inc., (the "Authority") to be held on June 15, 2015, the Authority will be asked to adopt a resolution authorizing the issuance and sale of the bonds as described above (the "Bonds").

Thereafter, at a meeting of the Florence Town Council to be held on June 15, 2015, the Town Council will be asked to approve the proceedings of the Authority, as prescribed by A.R.S. §35-821.B, for the issuance of the Bonds.

The purpose of this letter is to provide a summary review of the planned financing.

THE AUTHORITY AND ITS POWERS

The Authority is an Arizona nonprofit corporation incorporated under the provisions of the Industrial Development Financing Act, Title 35, Chapter 5, and Title 10, Arizona Nonprofit Corporation Act, Arizona Revised Statutes, as amended (the "Act"). The Authority is designated by law as a political subdivision of the State of Arizona. Under the provisions of the Act, the Town Council of the Town of Florence is the governing body of the Authority, is responsible for electing the Directors of the Authority, and must approve the proceedings of the Authority for the issuance of the Bonds.

The Authority is empowered to issue the Bonds and loan the proceeds from the sale of the Bonds to finance "projects" as such term is defined in A.R.S. § 35-701. Facilities for a nonprofit 501(c)(3) charter school organization formed under the provisions of Title 15, Article 1, Chapter 8, Arizona Revised Statutes, as amended, constitute a "project" within the meaning of the Act.

Under the provisions of the Act, the Authority is empowered to issue its bonds to finance a "project" located anywhere in Arizona (except when the "project" is housing, in which case the "project" must be located in the Town of Florence). Also, under the provisions of the Act the Authority is empowered to issue its bonds to finance a project outside of Arizona if certain criteria set forth in the Act are met.

THE APPLICANTS/BORROWERS

The Applicants/Borrowers for financing are Mohave Accelerated Learning Center and Mohave Accelerated Elementary School, Inc. (collectively "Mohave Accelerated"), which are affiliates of each other and are governed by the same Board of Directors and have the same executive officers. Each is an Arizona nonprofit corporation designated under the Internal Revenue Code as a 501(c)(3) organization and formed and operated exclusively for charitable and educational purposes as a charter school under the provisions of Title 15, Article 1, Chapter 8, Arizona Revised Statutes, as amended.

Mohave Accelerated Learning Center owns and operates a charter school serving approximately 400 students in grades 6th to 12th on what is referred to as the "Main Campus" at 625 Marina Boulevard, Bullhead City, Arizona. Mohave Accelerated Elementary School, Inc. operates a charter school serving approximately 180 students in grades K-5th on the Main Campus and on what is referred to as the "East Campus" at 945 Thumb Butte Road, Bullhead City, Arizona.

BACKGROUND INFORMATION

In August, 2013, the Authority, with the approval of the Florence Town Council, issued \$5,284,000 of Education Revenue and Refunding Bonds (Mohave Accelerated Learning Centers Schools), Series 2013 (the "2013 Bonds"), for the benefit of Mohave Accelerated Learning Center and Mohave Accelerated Elementary School, Inc., the same entities which are the Applicants/Borrowers at this time.

The proceeds of the 2013 Bonds were used to refinance existing loans and to provide funds to acquire, construct, improve and equip facilities at the two Campus' of Mohave Accelerated Elementary School located in Bullhead City, Arizona.

Mayor and Town Council
Board of Directors
of The Industrial Development Authority
of the Town of Florence, Inc.
June 1, 2015
Page 3

The 2013 Bonds were purchased and are held by BBVA Compass Bank, the entity that will be the purchaser of the Bonds now proposed to be issued.

THE PROJECT

The Project to be financed with the proceeds of the Bonds will include (i) acquiring, constructing, improving and equipping of an approximately 13,900 square foot multi-purpose facility, and ten classrooms consisting of approximately 9,400 square feet to be located at the Main Campus mentioned above, and (ii) paying certain costs of issuance of the Bonds. The Bonds to be issued will be purchased and held by BBVA Compass Bank, which holds the 2013 Bonds.

APPROVAL BY AUTHORITY

At the Authority Board meeting on June 15, 2015, it is anticipated the Authority Board will grant approval to the application for financing submitted by Mohave Accelerated and will adopt a resolution authorizing the issuance and sale of the Bonds.

NOTIFICATION TO ARIZONA ATTORNEY GENERAL

As required by the provisions of Arizona Revised Statutes, Section 35-721.F, the Authority will notify the Arizona Attorney General of the Authority's intention to issue the Bonds.

PUBLIC HEARING

No public hearing pursuant to the provisions of Section 147(f) of the Internal Revenue Code of 1986, as amended, is required for the proposed financing.

ALLOCATION FOR TAX EXEMPT FINANCING

Since the Applicants are nonprofit 501(c)(3) organizations, it is not necessary for the Applicant to obtain an allocation of the State of Arizona 2015 volume cap or "state ceiling" for the proposed financing and the Bonds to be issued.

Mayor and Town Council
Board of Directors
of The Industrial Development Authority
of the Town of Florence, Inc.

June 1, 2015

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FINANCING PARTICIPANTS

The major participants in the financing are as follows:

Issuer:	The Industrial Development Authority of the Town of Florence, Inc.
Issuer Counsel:	Ryley, Carlock & Applewhite
Applicants/Borrowers:	Mohave Accelerated Learning Center and Mohave Accelerated Elementary School, Inc.
Applicants/Borrowers Counsel	Sacks Tierney P.A.
Bond Counsel:	Sacks Tierney P.A.
Bond Purchaser	BBVA Compass Bank or an affiliate

PRINCIPAL FINANCING DOCUMENTS

<u>Document</u>	<u>Parties</u>
Amended and Restated Financing Agreement	Issuer, Borrowers and Bond Purchaser
First Supplemental Financing Agreement	Issuer, Borrowers and Bond Purchaser
Tax Certificate and Agreement	Issuer and Borrowers
Investor Letter	Bond Purchaser

PLAN OF FINANCING

There will be a single series of Bonds that will be issued in an amount not to exceed \$1,650,000.

The Bonds will bear interest at a fixed rate based upon an index.

Interest on the Bonds will be exempt from federal and Arizona income taxation.

The Bonds will be issued under and pursuant to the approving Resolution of the Authority and the provisions of the Amended and Restated Financing Agreement.

Mayor and Town Council
Board of Directors
of The Industrial Development Authority
of the Town of Florence, Inc.
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Page 5

The Bonds will be purchased by and held by BBVA Compass Bank or an Affiliate. In connection therewith the purchaser will execute, in favor of the Authority, an agreed upon form of Investor Letter.

The proceeds received from the sale of the Bonds will be loaned to the Borrowers under and in accordance with the provisions of the Financing Agreement. The Borrowers will be unconditionally obligated to make loan repayments at such times and in such amounts as necessary to timely pay interest and principal on the Bonds.

The obligations of the Borrowers under the Financing Agreement will be secured by a first deed of trust lien on the real property and improvements that comprise the charter school facilities and by a security interest in the business assets of the Borrowers.

TOWN COUNCIL APPROVAL

The Town Council of the Town of Florence is requested, at its meeting on June 15, 2015, to act as required by law to adopt a resolution approving the proceedings of the Authority for the issuance of the Bonds.

NO LIABILITY ON THE TOWN OF FLORENCE

Under the provisions of A.R.S. § 35-742, the Town of Florence shall not in any event be liable for the payment of the principal or interest on the Bonds of the Authority or for the performance by the Authority of any of its obligations with respect to its Bonds nor shall any agreements or obligations of the Authority constitute an indebtedness of the Town of Florence within the meaning of any constitutional or statutory provision whatsoever.

TRANSACTION CLOSING

If the required approvals of the Authority and the Town Council of the Town of Florence are received, it is currently anticipated that the Bonds will be issued in late June 2015.

LEGAL COUNSEL RECOMMENDATION

As counsel to the Authority, we have reviewed drafts of the principal financing documents, we have been advised that these documents are now in substantially final form, and based upon our review of such and our review of the proceedings of the Authority to date relating to the proposed issuance of the Bonds, we believe the financing documents and proceedings are in substantial conformance with the policies and guidelines of the Authority and are in both form and substance acceptable for the Authority Board and Florence Town Council to act upon and that the Resolution presented to the Authority Board relating to authorizing the issuance and sale of the Bonds, and the Resolution presented to the

Mayor and Town Council
Board of Directors
of The Industrial Development Authority
of the Town of Florence, Inc.


June 1, 2015

Page 6

RYLEY CARLOCK
& APPLEWHITE
Attorneys

Florence Town Council approving the proceedings of the Authority for the issuance of the Bonds and related matters, are in form and substance acceptable for the Authority Board to adopt.


Yours very truly,



William F. Wilder

Legal Counsel, The Industrial Development
Authority of the Town of Florence, Inc.

cc: Board of Directors,
The Industrial Development Authority
of the Town of Florence, Inc.
Mr. Charles Montoya
Ms. Lisa Garcia

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8b.
MEETING DATE: June 15, 2015 DEPARTMENT: Community Development STAFF PRESENTER: Mark Eckhoff, AICP Community Development Director SUBJECT: Discussion and direction on future annexations		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <div style="margin-left: 20px;"> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading </div> <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Motion to direct staff to:

1. Continue to pursue all reasonably viable annexations.
2. Bring all future annexation requests to the Town Council for direction before the filing of any new annexations.
3. Not file any new annexations until future direction from the Town Council.

BACKGROUND/DISCUSSION:

The Town has had a fairly robust annexation philosophy for several years, traditionally focusing on largely undeveloped tracts that initially would have low service needs, but ultimately would offer notable economic development benefits (rooftops, population increases, increased tax revenues, businesses, employment, future freeway improvements, etc.). Though the Magic Ranch and Arizona Farms annexations differed from the Town's traditional annexation model because of the notable existing infrastructure and population, these annexations offered tremendous economic benefits over time as development picked up within these areas. Furthermore, upon annexation, the existing population base in these annexations offered advantages once the population was reflected in our U.S. Census numbers.

Since much has changed over the past several months, staff believes it is prudent to reassess how we pursue future annexation proposals. Factors influencing the necessity for this reevaluation include, but are not limited to, the following: new councilmembers, reduced revenue collections, current limitations on our expenditures and a reduced capital budget. The uncertainty surrounding the status of the Magic Ranch and Arizona Farms annexations may also influence decisions on future annexations. Ultimately, staff thought that it would be more proactive to get Council's direction on future annexations through this action item rather than to have these discussions after future annexations are filed and being processed.

Currently, one new annexation has been formally proposed. That annexation is for a solar farm project proposed east of the Town. The applicants were not successful getting this project entitled in Pinal County so they chose to pursue annexation into the Town. Staff is collecting information to quantify the fiscal impacts of this annexation. There are a few more possible annexations being discussed.

FINANCIAL IMPACT:

The financial impact of this decision depends upon the direction provided to staff and the types of future annexations considered or not considered. Each annexation filed will be closely analyzed to determine the fiscal impacts, including how the Town plans to service the new territory upon annexation.


RECOMMENDATION:

Motion to direct staff to:

1. Continue to pursue all reasonably viable annexations.
2. Bring all future annexation requests to the Town Council for direction before the filing of any new annexations.
3. Not file any new annexations until future direction from the Town Council.

ATTACHMENTS:

None

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8c.
MEETING DATE: June 15, 2015 DEPARTMENT: Administration STAFF PRESENTER: Jennifer Evans, Management Analyst SUBJECT: Discussion item on the Property Lease Policy		<input type="checkbox"/> Action <input checked="" type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <div style="margin-left: 20px;"> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading </div> <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

None

BACKGROUND/DISCUSSION:

The proposed Property Lease Policy provides guidance for leasing properties owned by the Town of Florence. The policy applies to surplus properties that are not required for current municipal use, but can be leased on an interim basis and held for future use. The buildings that could be leased under the policy are the Brunenkant Building and the Silver King Marketplace, if the Town rescinds the Silver King Marketplace Lease Policy that is currently in place. Relevant portions of the Silver King Marketplace Lease Policy have been incorporated into the Property Lease Policy under Sections 4.2, 5.3, and 5.8.

Under the Property Lease Policy, properties are leased to a tenant for a specific use that is subject to the Town General Plan, zoning ordinances, and other regulations. Subleasing or assignment of leases will not be allowed. The policy also contains provisions that address tenant improvements, lease default, insurance, signage and performance standards. The Request for Proposal process will be used to lease a property. Proposals will be evaluated on compatibility with neighboring uses, the development plan and timetable, business plan, capital investment, experience of applicant financial capability, number of employees to be hired, proposed rental rate, and tax revenue generation. Once the proposals are evaluated, the Town Manager or designee will recommend the successful applicant for approval by the Town Council. All leases will be for one year with a mutual option for two, one-year renewals.

The Town seeks to maximize the value of its property and lease them for the highest and best use. Properties may be rented on a gross lease basis at the fair market rental rate and assessed an administrative fee of 5% of the rental rate. The administrative fee offsets staffing costs associated with managing the leases. Fair market rent is defined as rental income that a public and private property would most likely command in the open market.

Factors that may be considered when determining the rental rate include, but are not limited to, the use of the property, the Town's economic development objectives, location of the property, or an alternative valuation methodology that may be negotiated by both parties. The Town Council may approve a lease for less than fair market rent if the motion approving the lease contains a finding that the lease is for a valuable public purpose or use.

FINANCIAL IMPACT:

The financial impact of leasing the Brunenkant Building could be \$1,365.81 per month in revenue. The building is 2,682 square feet and the average rental rate for downtown properties is \$5.82 per square foot or \$1,300.77 per month. With the 5% administrative fee, \$65.04 would be added to the rent for a total of \$1,365.81 per month.

Lease rates at the Silver King Marketplace vary based on the size of the suites. The Silver King Marketplace Lease Policy allowed reduced lease rates for new and expanding retail from \$2.50 to \$6.00 per square foot. Lease rates for non-retail businesses are between \$6.00 and \$10.00 per square foot. Currently, Suites 101 and 201 are leased for \$3.00 per square foot or \$142.50 and \$121.33 per month respectively, plus the cost of utilities. Utilities are billed separately at a rate of \$.61 per square foot. Soon, recent upgrades will allow utilities to be charged for actual usage by suite.

Offering reduced rates has not resulted in attracting renters. Staff thought that once Padilla Park was completed we would see an influx of interest, but this has not been the case. Two suites at the Silver King Marketplace remain open.

STAFF RECOMMENDATION:

None, for discussion only. We would like Town Council's thoughts on the subject prior to staff completing the policy for Council consideration.

ATTACHMENTS:

Property Lease Policy
Silver King Marketplace Lease Policy

- 4.12 The Town will implement its leasing program in a fair and nondiscriminatory manner and in accordance with all local, state and Federal legal requirements. Opportunities for leases on Town owned properties will be made available to the public through the request for proposal process described herein.
- 4.13 The Town will lease property to a tenant for a specific purpose or use. Leasing for the purpose of speculation, subleasing, or assignment of leases is not allowed.
- 4.14 All properties, with the exception of the Silver King Marketplace, identified as available for lease by the Town of Florence shall be subject to the lease policies and procedures contained herein.

4.2 Acceptable and Unacceptable Uses

- 4.21 All uses and activities on properties made available for lease are subject to the Town General Plan, zoning ordinances and other applicable local, state, and federal laws and regulations.
- 4.22 The Town Council may restrict specific Town properties to certain uses or classes of use. Such properties will be available for leasing only for such uses.
- 4.23 Businesses whose primary purpose is office and administrative operations are prohibited from leasing a suite on the ground level of the Silver King Marketplace. The second floor space is available for both retail and non-retail uses.
- 4.24 A lease is not extended to a proposed tenant in the Silver King Marketplace if the business is in direct competition with an existing business located within the building.
- 4.25 Leases in the Silver King Marketplace are not extended to residential dwellings, clubs, and membership organizations.
- 4.26 Space within the Silver King Marketplace will not be leased or rented on a temporary basis for special events. Tenants of the Silver King Marketplace may hold special events in as much as these events are within the confines of their regular business and are meant to increase foot traffic to the tenant's business.
- 4.27 Businesses leasing space in the Silver King Marketplace should promote foot traffic, contribute to the vibrancy of the downtown and not be considered a prohibited use in accordance with Section 6.0 of this policy.

5.0 Procedures

5.1 Requests for Proposal Procedures and Evaluation Process

5.11 A submitted proposal shall include:

5.111 A clear and precise narrative description of the proposed use of the property.

5.112 A specific time schedule and benchmarks for development.

5.113 Any other information that is directly pertinent to the proposal scoring criteria contained in Section 5.13.

5.114 Other required attachments may be requested including, but not limited to applicant information, business plan, site plan, certificate of insurance, financial information, partnership or corporation statement, and references.

5.115 Any other information required by the Town of Florence.

5.12 All proposals shall be evaluated by the Town Manager or designee.

5.13 The criteria for evaluating proposals shall include, but is not limited to the following:

5.131 Compatibility with neighboring uses and consistency with applicable land use regulations including the General Plan.

5.132 The development plan including all proposed phases and timetables.

5.133 Submittal of a business plan.

5.134 Experience of the applicant in the proposed business or venture.
~~The proposed capital investment.~~

5.135 Financial capability or backing of the applicant including credit history, prior lease history, and assets that will be used to support the proposed development.
~~Experience of the applicant in the proposed business or venture.~~

5.136 The number of employees that will be hired.
~~Financial capability or backing of the applicant including credit history, prior lease history, and assets that will be used to support the proposed development.~~

5.137 The proposed rental rate.

~~The number of employees that will be hired.~~

5.138 ~~Other financial impacts such as tax revenues, stimulation of related or spin-off economic development.~~ ~~The proposed rental rate.~~

5.139 ~~Other long term social and economic development.~~ ~~Other financial impacts such as tax revenues, stimulation of related or spin-off economic development.~~

~~5.140 Other long term social and economic development.~~

5.14 After evaluating the proposals, the Town Manager or designee shall make a recommendation on a successful applicant to the Town Council. The recommendation shall be forwarded with the lease document for presentation to the Town Council for approval.

5.15 The Town Council shall approve the proposed lease, disapprove the proposed lease, or remand the unapproved lease to the Town Manager with comments.

5.2 Lease Implementation

5.21 The Town Manager or designee may develop one or more standardized building leases ~~(as many as necessary to apply to each Town building available for leasing).~~ containing standard provisions applicable to all leases of space in a Town owned building. The standard lease documents shall be reviewed by the Town Attorney ~~and~~ approved by the Town Council ~~and executed by the Mayor.~~

5.22 The Town Manager or designee is responsible for lease negotiations, including any negotiated changes in the standard lease terms. The Town Manager or designee shall take into consideration the following when negotiating the terms of the lease:

5.221 The nature of the proposed use.

5.222 The type and cost of the improvements to be placed in or on the property, and whether such improvements shall remain in or on the property after the expiration or termination of the lease.

5.223 Period of time required to amortize the improvements.

5.224 Overall benefit to the Town.

5.225 Consistency with the General Plan and all other relevant land use codes and regulations.

5.226 Date of commencement and completion of improvements.

5.227 Other factors deemed relevant by the Town Manager or designee.

5.3 Lease Rental Rates and Payments

5.31 General Lease Rental Rates

5.311 ~~All~~pp Properties shall be rented on a gross lease basis at fair market rent. An administrative fee of 5% of the rental rate will be assessed on all leases. Government property lease excise tax ~~sh~~aw will be assessed in accordance with A.R.S. § 42-6201 et seq.

5.312 Payment of a higher than market rate resulting from an applicant's proposal is generally in the public interest and will help to establish fair market rent using current market forces.

5.313 The Town Council may approve a lease of Town property for less than fair market rent only if the motion approving the lease contains a finding that the lease is for a valuable public purpose or use and stating such public purpose or use.

5.314 A security deposit of no less than one month rent is paid by the tenant upon approval of the lease by the Town Council. The deposit may be increased or decreased depending on the type of business, length of lease and information in the business plan.

5.315 Lease rental rates at the Silver King Marketplace range from \$2.50 to \$6.00 per square foot for retail businesses. Rent for non-retail businesses is \$6.00 to \$10.00 per square foot.

5.32 Rental Rate Determination: Factors that may be considered when determining the specific lease rate for individual leases include:

5.321 The highest and best use of the land.

5.322 The Town's economic development objectives.

5.323 The location of the property.

5.324 Alternative valuation methodologies as negotiated by both parties.

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~~5.325~~ Parameters set out by the Town Council under Section 5.31.

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5.33 Utilities

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5.331 The Town of Florence will maintain accounts for electric, water, and gas service, as applicable. Tenants will be invoiced for utility costs on a monthly basis.

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5.332 The utility rate at the Silver King Marketplace is assessed on a per square foot basis, per month. The Town bears the costs for the common area square footage and costs associated with the dedicated phone line used by the fire suppression system. The tenant bears the full costs of all cable, internet, and telephone service, if so elected, including deposits, setup, and cancellation fees. The Town reserves the right to adjust the utility rate semi-annually.

5.34 Collection of payment

Payment of rent and utilities are due on the first day of each month. If the first day of the month falls on a Saturday, Sunday or holiday then the rent shall be due the next regular business day. The tenant has a five-day grace period and it is the sole responsibility of the tenant to pay their rent and utilities at the beginning of each month. The Town was assess a \$25.00 late fee after the five day grace period. The Town will also assess returned check fees pursuant to local laws and regulations.

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5.4 Tenant Improvements

5.41 All tenant improvements must be submitted, in writing, when the lease application is submitted to the Town of Florence. The tenant may also submit tentative improvements, in writing, after the lease has been accepted by the Town. All tenant improvement requests must be approved by the Town Manager or designee prior to construction.

5.42 All tenant improvements which require a building permit must be performed by a licensed commercial contractor and approved by Town staff.

5.43 If a building permit is required, the tenant must follow the Town's processes and procedures to obtain a building permit from the Community Development Department.

5.44 If a tenant improvement is permanent in nature (e.g. flooring and lighting) and adds value to the leased space, the Town Manager or designee makes the final determination whether the proposed improvements are acceptable prior to the tenant making the improvement.

5.5 Duration and Conclusion of Leases

5.51 All leases are for one year with a mutual option for two one-year renewals. The term may be shorter or longer depending on the tenant, potential tenant improvements and preference of the Town.

5.52 A lease is terminated when the lease expires, the tenant provides proper notification per the lease or the tenant defaults per the lease agreement.

5.53 Any unpaid amount owed to the Town by the tenant requires the Town to follow debt collection procedures. This may include Town staff making collection calls, referring the debt to a collection agency, or requesting the Town Attorney to initiate legal action on the lease agreement.

5.54 At the end of the lease, the Town conducts an inspection of the premises and documents any damages. The estimated damage amount is removed from the security deposit. If the estimated damage amount exceeds the security deposit, the Town will charge the tenant for the remaining balance of repairs. Any remaining balance of the security deposit is returned to the tenant 30 days after the lease has expired.

5.55 Lease Default

5.551 If the tenant does not perform the types of services as outlined in their business plan, becomes 30 days delinquent on lease payments, or fails to meet the covenants of the lease, the Town declares a landlord lien and begins the eviction process.

5.552 When the Town declares a landlord lien, a certified letter is sent to the tenant informing them of the landlord lien. The Town also enters the premises to post a notice of the landlord lien and lock the leased premises. The tenant will have five business days from the post date of the letter to respond and satisfy the outstanding issues identified. If no action is taken to remedy the cause of termination of the lease, the Town will either sell the merchandise and equipment within the space to satisfy any delinquency or will remove the contents of the space and store the items off-site at the tenant's expense. If a termination occurs, the tenant forgoes any and all rights to the security deposit and the tenant is assessed a \$150.00 re-key fee.

5.56 Conclusion of Lease

5.561 Tenant improvements constructed by the tenant shall be left in place unless removal is authorized or required by the provisions of the lease. If the lease authorizes or requires removal of improvements, they may be removed prior to the conclusion of the lease if doing so would not damage the leased property or adjoining properties. Removing improvements shall be coordinated with and

approved by the Town Manager or designee prior to commencement of activities.

- 5.562 Unless otherwise agreed to by parties, when the tenant is authorized or required to remove improvements, the tenant shall remove all improvements made on the property by tenant prior to termination of the lease.
- 5.563 When authorized or required to remove improvements, if tenant fails to do so prior to the termination date of the lease, tenant shall forfeit the improvements to the Town and shall receive no compensation. The Town may require the tenant to pay to the Town the costs incurred by the Town in removing and disposing of the improvements.
- 5.564 Unless otherwise provided in the lease, or agreed to in writing by the parties, the tenant shall restore the property to the same condition it was in at the time the lease was executed by the tenant.

5.6 Insurance

- 5.61 The tenant must provide the Town of Florence with a copy of the insurance policy naming the Town, its agents, officers, officials and employees as additional insured. The tenant must have coverage of a least \$1,000,000 of comprehensive public liability (i.e. bodily injury, broad form property damage, personal injury and blanket contractual coverage) and \$1,000,000 per each occurrence. If the tenant's operations require the use of open flame, tenant will also provide insurance coverage for fire and casualty on the leased premises in an amount sufficient to provide replacement cost of the leased premises. The Town Manager or designee may raise the required amount at his/her discretion depending upon trends in the insurance industry, value of the building and the tenant's business.
- 5.62 Certificates of Insurance showing the required insurance is in effect and identifying the Town of Florence as an additional insured shall be provided to the Town of Florence initially at the time a lease becomes effective and annually thereafter, and upon every change in insurance provider or insurance coverage.
- 5.63 All insurance policies must be in effect for the duration of the lease term, or longer if stated in the lease, and the Town must be notified of any changes to policies.

5.7 Hazardous Materials

- 5.71 The tenant shall not allow hazardous materials to be used or kept on Town property, except as specifically permitted or necessary for the tenant's lawful use and approved of the property.
- 5.72 The tenant's use of hazardous materials, if permitted, shall comply with all applicable laws and regulations.
- 5.73 The tenant shall not pollute or contaminate the environment with discharges, leaks, or emissions of hazardous materials.
- 5.74 The tenant shall be required to promptly notify the appropriate authorities and the Town of any discharge or spill and to clean up the impacted area at tenant's own expense in compliance with applicable laws.
- 5.75 Tenant shall be fully liable for all damages, costs and expenses related to a violation of the terms of the lease with respect to the use, storage, cleanup, remediation, or disposal of hazardous materials.

5.8 Signage

- 5.81 The tenant has the right, at its sole risk and expense, to erect and thereafter, to repair or replace, if the tenant so elects, signs on the exterior of the leased property. The tenant must remove any such signs within 15 days after termination of the lease and repair all damage occasioned thereby to the leased premises at the tenant's sole cost and expense.
- 5.82 Any and all signage erected by the tenant must conform to all applicable laws and ordinances outlined in Town Code Chapter 150, Part 3 (Sign Regulations).

5.83 Tenants will pay a fee of \$75.00 for an exterior sign on the east side of the Silver King Marketplace at the time of the lease. The signage fee is non-refundable and covers the cost and proper hanging of the sign. The tenant provides the Town with the business name and, if necessary, the services it provides. More extensive signs, such as additional rider shingle signs, may require a higher signage fee, per the discretion of the Town Manager or designee.

5.9 Performance Standards

- 5.91 All properties leased by the Town are to be maintained in a proper, safe, clean, and orderly fashion taking into consideration its permitted use, surrounding, properties, zoning, and other applicable laws and regulations.
- 5.92 The Town of Florence reserves the right to enter leased property and the structures thereon at all reasonable times. This includes regular annual inspections.

5.93 All commercial structures shall at all times be in compliance with applicable building, fire, mechanical, electrical and other regulations.

5.94 Applicable building code and fire marshal inspections must be performed and certified to the Town upon completion of all renovations, remodels, and/or new construction.

5.95 Easements or rights-of-way on the leased parcel shall not be used in any way that interferes with the rights of the holders or any person(s) lawfully using the easement or right-of-way.

5.96 Easements or rights-of-way outside of the leased parcel and/or immediately adjacent to it shall not be used for storage, parking, or any other unauthorized uses.

5.97 Failure to comply with the performance standards listed in this section or any other provisions or stipulations contained in the lease are grounds for termination of the lease if the tenant does not rectify the problem after reasonable notice by the Town.

6.0 Definitions

6.1 Fair Market Rent: Rental income that a public and private property would most likely command in the open market; indicated by the current rents paid for comparable space.

6.2 Tenant Improvements: Any changes made to the interior of a tenant space within the property to accommodate the individual needs of the leased space, such a flooring, wall coverings, window coverings, ceilings, partitions, air conditioning, fire protection and security.

6.3 Landlord Lien: Lien placed on a tenant's property for the satisfaction of unpaid rent or property damage.

6.4 Prohibited Uses: Neither the Town nor the tenant shall permit the following uses inside or on the premises of the Silver King Marketplace:

Manufacturing or industrial purposes.

Sale, distribution or display of any drug paraphernalia primarily used in the use or ingestion of illicit drugs.

Any purpose prohibited by law.

A tattoo or piercing parlor.

Any off-track betting club or facility.

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Any operation primarily used as a storage facility.

An adult bookstore or facility selling or displaying pornographic books, literature or videotapes.

Church or place of worship, not to include religious bookstores or other ecclesiastical retail goods.

A pawn shop.

A gun shop.

7.0 Supplemental Forms

Standard Lease Agreement

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Resolution No. 1340-12

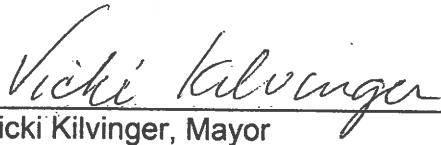
**A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY,
ARIZONA, ADOPTING THE TOWN OF FLORENCE SILVER KING
MARKETPLACE LEASE POLICY.**

WHEREAS, it has been brought to the attention of the Mayor and Council that the Town of Florence desires to establish a policy for leasing space in the Silver King Marketplace; and

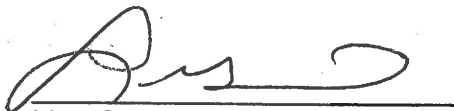
THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Town of Florence, Arizona, that the Silver King Marketplace Lease Policy is hereby effective May 16, 2012, as provided in Exhibit A, which is attached hereto and incorporated herein as if set forth in full.

BE IT FURTHER RESOLVED, by the Mayor and Council of the Town of Florence, Arizona, that the Silver King Marketplace Lease Policy is hereby established as a public record, three (3) copies of which shall remain on file with the Town Clerk.

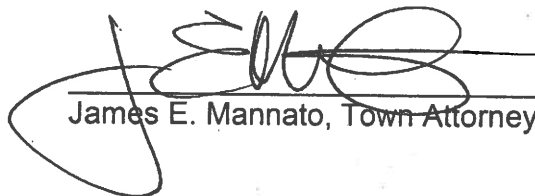
PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, this 16th day of April 2012.


Vicki Kilvinger, Mayor

ATTEST:


Lisa Garcia, Town Clerk

APPROVED AS TO FORM:


James E. Mannato, Town Attorney

Town of Florence



POLICY TITLE: SILVER KING MARKETPLACE LEASE POLICY	EFFECTIVE DATE: MAY 16, 2012
RESPONSIBLE DEPARTMENT: Administration	AP / RESOLUTION NO.: Resolution No. 1340-12
APPROVAL: <input type="checkbox"/> TOWN MANAGER SIGNATURE: _____ <input checked="" type="checkbox"/> TOWN COUNCIL DATE APPROVED: _____	
REFERENCES:	

1.0 Purpose

Provide guidance and outline procedures for the leasing of commercial space within the Silver King Marketplace to the public.

2.0 Scope

Utilization of a Town-owned property as a business incubator to promote small business and attract new businesses to downtown Florence.

3.0 Responsibilities

3.1 The Economic Development Coordinator serves as Project Manager on all Silver King Marketplace-related issues. Other responsibilities include negotiating the tenant lease; coordinating with other departments and personnel of the Town of Florence (Town) during the leasing process; and act as the primary point-of-contact for tentative and current lessees of the Silver King Marketplace. The Economic Development Coordinator coordinates maintenance and repairs with the Town Public Works Department.

3.2 The Town Finance Department is responsible for the billing and collection of all rents, utilities and late payments.

4.0 Policy

4.1 Acceptable and Unacceptable Uses

4.11 All uses must conform to existing Downtown Commercial (DC) zoning. Even though many uses are allowed in downtown Florence, not all are suitable for the Silver King Marketplace. Businesses leasing space in the Silver King Marketplace should promote foot traffic, contribute to

the vibrancy of the downtown and not be considered a prohibited use in accordance to Section 5.0 of this policy.

- 4.12 Businesses whose primary purpose is office and administrative operations are prohibited from leasing a suite on the ground level. The second floor space is available to both retail and non-retail establishments.
- 4.13 If a proposed business is in direct competition with an existing business located within the Silver King Marketplace, where competition is a detriment, then a lease is not extended.
- 4.14 Residential dwellings, clubs, and membership organizations are not extended a lease.
- 4.15 No space within the Silver King Marketplace is leased or rented on a temporary basis for special events. Leased tenants of the Silver King Marketplace can hold special events in as much as these events are within the confines of their regular business and are meant to increase foot traffic to the tenant's business.

4.2 Leasing Procedures and Termination of Lease

The primary purpose of the Silver King Marketplace is to revitalize the downtown by offering reduced rate rents to new or expanding retail, including possible non-retail operations on the second floor. Since rent rates are reduced over the current market rates, it is necessary to ensure a level of oversight and assistance to ensure the Town is helping businesses grow.

4.21 Business Plan

4.211 The applicant must produce a business plan that includes a two year pro forma that is submitted to the Economic Development Coordinator and/or Town Manager.

4.2111 If the business is currently in operation (i.e. relocation to the Silver King Marketplace) or the lease is short term, or less than one year, then the business plan requirement and pro forma can be waived at the discretion of the Economic Development Coordinator and/or Town Manager.

4.212 Upon receipt of the business plan, the requested lease space is placed on hold for 14 days to allow the Economic Development Coordinator to review submitted documents and information. The Economic Development Coordinator can choose to extend the hold period for another 14 days or release the space.

4.213 If the business plan is insufficient, the Economic Development Coordinator returns the business plan to the prospective tenant with comments to correct the issues in question.

4.214 Once a business plan is deemed acceptable by the Economic Development Coordinator a lease is offered to the prospective tenant. The space remains on hold until a lease can be agreed upon or until an impasse is declared. If an impasse is declared by the Town, then the space becomes available for lease to other prospective tenants.

4.22 Lease Approval

4.221 Once a lease is negotiated between the tenant and the Economic Development Coordinator, the lease is placed on the next available Town Council agenda for review.

4.222 The lease is approved by the Town Council and executed by the Mayor.

4.223 Tenant pays all applicable fees including security deposit, sign fee and provides proof of insurance.

4.224 Tenant receives keys and is granted access to occupy the leased suite.

4.23 Tenant Improvements

4.231 All tenant improvements must be submitted, in writing, when the lease application is initially delivered to the Economic Development Coordinator. The tenant can also submit tentative improvements, in writing, after the lease has been accepted by the Town. All tenant improvements which require a building permit must be performed by a competent, licensed contractor and approved by Town staff.

4.232 If a building permit is required, the tenant must follow the Town's processes and procedures to obtain a building permit from the Town Community Development Department.

4.233 Regardless of the requirement to obtain a permit from the Town Community Development Department, the Economic Development Coordinator makes the final determination if the proposed improvements are acceptable.

4.234 If the tenant improvement is permanent in nature (e.g. flooring and lighting) and adds value to the leased space, the Economic Development Coordinator may consider extending a lease credit. Any improvements that receive a lease credit will then become the property of the Town and the tenant is solely

responsible for repairing any damages to the improvement for the duration of the lease contract.

4.24 Duration

All leases are for one year with a mutual option for a two year renewal. The term may be shorter or longer depending on the tenant, potential tenant improvements and preference of the Economic Development Coordinator. After completion of the initial term, terms of three years are offered with an option for a one year renewal.

4.25 Termination

A lease is terminated when the lease expires, the tenant provides proper notification per the lease or the tenant defaults per the lease agreement.

4.26 Unpaid Balance

Any unpaid amount owed to the Town by a tenant requires the Town to follow the debt collection procedures. This includes Town staff making collection calls and the possibility of referring the debt to a collection agency and follows the procedure outlined in Section 4.27 of this policy.

4.27 Lease Close Out

At the end of the lease, the Town conducts an inspection of the premise and documents any damages. The estimated damage amount is removed from the security deposit. If the estimated damage amount exceeds the security deposit, the Town charges the tenant for the remaining balance of repairs. Any remaining balance of the security deposit is returned to the tenant 30 days after the lease has expired.

4.28 Lease Default

4.281 If the tenant does not perform the types of services as outlined in their business plan, becomes 30 days delinquent on lease payments, or fails to meet the covenants of the lease, the Town declares a landlord lien and begins the eviction process.

4.282 When the Town declares a landlord lien a certified letter is sent to the tenant informing them of the landlord lien. The Town also enters the premise to post a notice of the landlord lien. The tenant will have five business days from the post date of the letter to respond and satisfy the outstanding issues identified. If no action is taken to remedy the cause of termination of the lease, the Town will either sell the merchandise and equipment within the space to satisfy any delinquency or will remove the contents of the space and store the items off-site at the tenant's expense. If a termination occurs, the tenant forgoes any and all rights to the security deposit and the tenant is assessed a \$150 rekey fee.

4.3 Parking

Tenants have non-exclusive, or non-reserved, parking in common with the Town, other tenants of the Silver King Marketplace, and their guests and invitees. All common automobile parking areas, driveways, and footways are subject to the rules and regulations of the Town. The Town reserves the right to designate parking areas within the Silver King Marketplace, or in reasonable proximity, for the tenant and tenant's agents and employees.

4.4 Signage

4.41 Exterior Signage

The Town will provide one exterior sign, which is located on the east side of the Silver King Marketplace. The tenant is required to purchase this first exterior sign/s as outlined in Section 4.75. The tenant has the right, at its sole risk and expense, to erect and thereafter, to repair or replace, if the tenant so elects, signs on the exterior of the Silver King Marketplace. The tenant must remove any such signs 15 days after termination of the lease and repair all damage occasioned thereby to the lease premise at the tenant's sole cost and expense.

4.42 Interior Signage

The tenant has the right, at their sole risk and expense, to erect, maintain, place and install usual and customary signs and fixtures in the interior of their leased unit.

4.43 Rules and Regulations

Any and all signage erected by the tenant must conform to all applicable laws and ordinances outlined in Town Code Chapter 150, Part 3 (Sign Regulations).

4.5 Exterior Spaces

All common areas, such as walkways, stairways, verandas, porches, parking lots, etc. are to be for the enjoyment and use of all tenants and the general public. These spaces are not to be considered extensions of a tenant's leased space. Common areas can be utilized for display of advertisements, art, and common seating as long as these additions are approved by the Town. These additions must also comply with all Town zoning regulations and Americans with Disabilities Act (ADA) Accessible Elements and Spaces: Scope and Technical Requirements.

4.6 Smoking

4.61 In accordance with the Smoke-Free Arizona Act (A.R.S. §36-601.01), smoking is strictly prohibited within the Silver King Marketplace. Smoking is also prohibited 20 feet from all establishment entrances, open windows, or ventilation systems as long as tobacco smoke is not infiltrating into the non-smoking areas. Other prohibited areas include

lobbies, elevators, restrooms, reception areas, halls, stairways, and any other enclosed common-use areas.

- 4.62 County health departments are in charge of investigating complaints about violations of the Smoke-Free Arizona Act. The County health department will notify the tenant about the complaint, and/or conduct an inspection within 15 days after receipt of the complaint. If a violation is found, the tenant receives a warning notice and is subject to fines between \$100 to \$500 per violation per day or up to \$5,000 per violation per day if a Superior Court determines there is a pattern of noncompliance. An individual who smokes where prohibited is guilty of a petty offense and may be fined from \$50 to \$300.

4.7 Payments and Fees

Payment of fees and the terms and conditions of the lease are as follows:

4.71 Rent Schedule

Rent rates shall range from \$2.50 to \$6.00 per square foot for retail establishments. Rent for non-retail establishments is \$6.00 to \$10.00 per square foot. The Economic Development Coordinator determines the lease rate.

4.72 Utilities

The utility rate is assessed per square foot with the Town covering the common area square footage. The initial rate range is from \$0.45 to \$0.55 per square foot, per month. The tenant bears the full cost of all cable, Internet and phone costs, if so elected, including deposits and setup and cancellation fees. The Town bears all costs associated with the dedicated phone line utilized by the fire suppression system. The Town reserves the right to adjust the utility rate semiannually.

4.73 Collection of payment

Payment of rent and utilities are due on the first day of each month and are payable at the finance window located at Town Hall, 775 North Main Street, P.O. Box 2670, Florence, Arizona 85132. If the first day of the month falls on a Saturday, Sunday or holiday, then the rent shall be due the next regular business day. The tenant has a five day grace period and it is the sole responsibility of the tenant to pay their rent and utilities at the beginning of each month. The Town assesses a \$25.00 late fee after the five (5) day grace period lapses. The Town will also assess returned checks fees pursuant to local laws and regulations.

4.74 Security Deposit

A security deposit of no less than one month rent is paid by the tenant at the time the Town Council approves the lease. The deposit may be increased or decreased depending on the type of business, length of lease and information provided in the business plan.

4.75 Signage Fee

A signage fee of \$75.00 for an exterior sign on the east side of the Silver King Marketplace is paid by the tenant at the time of the lease. The signage fee is non-refundable and covers the cost and proper hanging of the sign. The tenant provides the Town with the business name and, if necessary, the services it provides. More extensive signs, such as additional rider shingle signs, may require a higher signage fee, per the discretion of the Economic Development Coordinator.

4.76 Proof of Insurance

The tenant must provide the Economic Development Coordinator a copy of the insurance naming the Town, its agents, officers, officials and employees as additional insured. The tenant must have coverage of a least \$1,000,000 of comprehensive public liability (i.e. bodily injury, broad form property damage, personal injury and blanket contractual coverage) and \$1,000,000 per each occurrence. The Economic Development Coordinator may raise this amount at his/her discretion depending upon trends in the insurance industry, value of the building and the tenant's business.

4.8 Indemnification

The lease must contain the indemnification language, approved by the Economic Development Coordinator and Town Attorney, to ensure the tenant holds the Town harmless in all events.

5.0 Definition

Landlord Lien: When the Town has determined a tenant is in breach of the leasing agreement.

Non-Retail: Any business whose primary operations do not involve selling goods or commodities.

Prohibited Uses: Neither the Town nor the tenant shall permit the following uses inside or on the premise of the Silver King Marketplace.

Manufacturing or industrial purposes.

Sale, distribution or display of any drug paraphernalia primarily used in the use or ingestion of illicit drugs.

Any purpose prohibited by law.

A tattoo or piercing parlor.

Any off-track betting club or facility.

Any operation primarily used as a storage facility.

An adult bookstore or facility selling or displaying pornographic books, literature or videotapes.

Church or place of worship, not to include religious bookstores or other ecclesiastical retail goods.

A pawn shop.

A gun shop.

Any assembling, manufacturing, distilling, refining, smelting, agricultural, or mining operation.

An auction house or similar operation.

Any living quarters, sleeping apartments or lodging rooms.

Funeral or funeral planning services.

A daycare center.

A liquor store, other than upscale gourmet wine stores.

A check-cashing or payday loan operation.

Retail: A business whose primary business activity is selling goods or commodities to the public.

Tenant Improvement: Any changes made to the interior of a tenant space within the Silver King Marketplace to accommodate the individual needs of the leased space, such as flooring, wall coverings, window coverings, ceilings, partitions, air conditioning, fire protection and security.

6.0 Supplemental Forms

6.1 Blank Lease