

TOWN OF FLORENCE REGULAR MEETING AGENDA

Mayor Tom J. Rankin
Vice-Mayor Tara Walter
Councilmember Vallarie Woolridge
Councilmember Bill Hawkins
Councilmember Becki Guilin
Councilmember John Anderson
Councilmember Karen Wall



Florence Town Hall
775 N. Main Street
Florence, AZ 85132
(520) 868-7500
www.florenceaz.gov
Meet 1st and 3rd Mondays

Monday, April 4, 2016

5:00 PM

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the Town of Florence Council and to the general public that a Regular Meeting of the Florence Town Council will be held on Monday, April 4, 2016, at 5:00 p.m., in the Florence Town Council Chambers, located at 775 N. Main Street, Florence, Arizona. The agenda for this meeting is as follows:

1. CALL TO ORDER

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

3. ADJOURN TO EXECUTIVE SESSION

An Executive Session will be held during the Council Meeting for the following reasons:

- a. For legal matters pursuant to A.R.S. Section 38-431.03(A)(3) and (A)(4) for the purpose of discussion and consultation with the Town's attorneys for legal advice and to consider the Town's position and instruct its attorneys in regard to pending litigation in Maricopa County Superior Court: Town of Florence v. Florence Copper, Inc. CV 2015-000325.
- b. For legal matters pursuant to A.R.S. Section 38-431.03(A)(3) and (A)(4) for the purpose of discussion and consultation with the Town's attorneys for legal advice and to consider the Town's position and instruct its attorneys in regard to Arizona Department Environmental Quality proceedings.
- c. For legal matters pursuant to A.R.S. Section 38-431.03(A)(3) and (A)(4) for the purpose of discussion and consultation with the Town's attorneys for legal advice and to consider the Town's position and instruct its attorneys in regard to pending litigation in the U.S. District Court for the District of Arizona: (Case No. 2:14;cv-01304-PHX- BSB) Walt Hunter and Jarris A. H. Varnrobinson Von Zombie v. Town of Florence, et al.
- d. For legal matters pursuant to A.R.S. Section 38-431.03(A)(3) and (A)(4) for the purpose of discussion and consultation with the Town's attorneys for legal advice and to consider the Town's position and instruct its attorneys in regards to an application to the Community Facilities District and related procedures.

4. ADJOURN FROM EXECUTIVE SESSION

5. MOMENT OF SILENCE

6. PLEDGE OF ALLEGIANCE

7. CALL TO THE PUBLIC

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

8. PUBLIC HEARINGS AND PRESENTATIONS

- a. **Public Hearing** on a Conditional Use Permit request by Chris Newman, on behalf of the property owner, John Offt, to allow for an indoor commercial recreation facility within the Downtown Commercial Zoning District at a property located at 301 North Main Street, Florence, Arizona, AKA, APN 200-49-003B; and Discussion/Approval/Disapproval to adopt Resolution No. 1581-16: A RESOLUTION OF THE THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING A CONDITIONAL USE PERMIT TO ALLOW FOR AN INDOOR COMMERCIAL RECREATION FACILITY WITHIN THE DOWNTOWN COMMERCIAL ZONING DISTRICT AT A PROPERTY LOCATED AT 301 NORTH MAIN STREET, FLORENCE, ARIZONA, AKA, APN 200-49-003B(PZ-16-22 CUP). (Mark Eckhoff)
- b. **Public Hearing** to receive public comments on the Alternative Expenditure Limitation/Home Rule Option and First Reading of Resolution No. 1582-16: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, PROPOSING AN ALTERNATIVE EXPENDITURE LIMITATION/HOME RULE OPTION. (Gabe Garcia)
- c. **Resolution Copper** Presentation by Andrew Taplin, Project Director. (Brent Billingsley)
- d. **Presentation by Moore** and Associates on the Central Arizona Regional Transit System and the development of a Five-Year Transit Development Plan. (Jess Knudson)
- e. Presentation from the 150th Anniversary Ad Hoc Committee. (Mayor Rankin and Bryan Hughes)

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

- a. **Authorization to purchase** two Barnes 6XSHDK4044 influent submersible pumps, for the Utilities Department, from Pump Systems, in an amount not to exceed \$28,868.84. (Jason L. Joynes)

- b. **Approval of Amendment** No. 3 to extend the Intergovernmental Agreement between the Arizona State Parks Board and the Town of Florence for McFarland State Historic Park operations. (Jennifer Evans)
- c. **Proclamation declaring** April 2016 as Fair Housing Month in the Town of Florence. (Jennifer Evans)
- d. **Authorization to reenter** into a Cooperative Agreement with the State Forester, superseding all previous Memorandums of Understanding and Cooperative Agreements for the protection of its forests and wildlands. (David Strayer)
- e. **Approval of accepting** the register of demands ending February 29, 2016, in the amount of \$1,538,301.83. (Gabe Garcia)

10. NEW BUSINESS

- a. **Discussion/Approval/Disapproval** of the Town Council Argument in favor of Proposition 408 to be placed in the Special Election Publicity Pamphlet. (Lisa Garcia)
- b. **Discussion/Approval/Disapproval** of authorizing the Town Manager to negotiate and enter into a contract with Holbrook Asphalt Company to provide HA5 high density mineral bond pavement preservation treatment, striping, crosswalks, and other lines and symbols on Merrill Ranch Parkway, in an amount not to exceed \$175,139.81. (Jess Knudson)
- c. **Discussion/Approval/Disapproval** of authorizing the Town Manager to negotiate and enter into a contract with Cactus Asphalt, through a Pinal County cooperative contract, to provide polymer modified asphalt paving, in an amount not to exceed \$208,059.28. (Jess Knudson)
- d. **Discussion regarding** potential treatments at intersections on North Main Street and adjoining crosswalks, to properly accommodate equestrian traffic. (Brent Billingsley)

11. TOWN MANAGER'S REPORT

12. DEPARTMENT REPORTS

- a. **Community Development**
- b. **Courts**
- c. **Finance**
- d. **Fire**
- e. **Library**
- f. **Parks and Recreation**
- g. **Police**
- h. **Public Works**

13. CALL TO THE PUBLIC

14. CALL TO THE COUNCIL – CURRENT EVENTS ONLY

15. 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 MARCH 31, 2016, BY LISA GARCIA, TOWN CLERK, AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA, AND AT WWW.FLORENCEAZ.GOV.

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



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 8a.

MEETING DATE: April 4, 2016

DEPARTMENT: Community Development

STAFF PRESENTER: Mark Eckhoff, AICP
Community Development Director

SUBJECT: Resolution No. 1581-16: CrossFit Pinal
Conditional Use Permit (PZ 16-22-CUP)

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

RECOMMENDED MOTION/ACTION:

Public hearing on a Conditional Use Permit (CUP) request by Chris Newman, on behalf of the property owner, John Offt, to allow for an indoor commercial recreation facility within the Downtown Commercial (DC) Zoning District at a property located at 301 North Main Street, Florence, Arizona, AKA, APN 200-49-003B.

Motion to adopt Resolution 1581-16: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING A CONDITIONAL USE PERMIT TO ALLOW FOR AN INDOOR COMMERCIAL RECREATION FACILITY WITHIN THE DOWNTOWN COMMERCIAL (DC) ZONING DISTRICT AT A PROPERTY LOCATED AT 301 NORTH MAIN STREET, FLORENCE, ARIZONA, AKA, APN 200-49-003B(PZ-16-22 CUP).

BACKGROUND/DISCUSSION:

CrossFit Pinal currently operates a location in Coolidge, Arizona. Several services are offered as part of this gym service, including personal training and weightlifting. This business targets a wide demographic that spans from teens to rehabilitation clients, as well as athletes.

CrossFit Pinal intends on moving to Florence, Arizona, if this CUP application is successful. The proposed CrossFit Pinal would be located at 301 North Main Street, which was once the home of the 1940 Hawley's General Store and La Fiesta Room. More recently, this building was occupied by the Blue Adobe Event Center.

ANALYSIS:

The applicant, Chris Newman, on behalf of the property owner, John Offt, is pursuing this Conditional Use Permit with the intent of allowing for an indoor commercial recreation facility, also known as a CrossFit gym, within the Downtown Commercial (DC) Zoning District.

Currently, the Florence core area has only one public gym for Town residents, which is located in proximity to this proposed CrossFit gym. Staff does not expect these facilities to compete as the Town's facility is much more of a traditional self-paced gym. Over time, the Town may close or relocate the current facility based on the service needs of the community and funding.

When the Town Council considers a Conditional Use Permit request the applicant must show the following:

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

Finding:

The site is currently zoned Downtown Commercial (DC) Zoning District and per the Town of Florence Development Code Title XV: Land Usage Chapter 150:047, an indoor commercial recreation facility is an allowed use in a Downtown Commercial (DC) Zoning District with an approved Conditional Use Permit (CUP).

The proposed CrossFit gym will add no significant structural changes to the historic building to accommodate the subject use. Currently, the subject site is vacant. The addition of a gym in this location should increase foot traffic on Main Street.

Staff notes that currently this property does not have restrooms. The owner is willing to add two ADA compliant restrooms, thus further improving this historic building. Staff finds that this building, with added restrooms, will be ideally suited for this use. This use should be beneficial for the area.

Surrounding Land Uses and Zoning Districts:		
	Zoning Districts	Use
North	Downtown Commercial Zoning District (DC)	Vacant
East	Highway Business Commercial Zoning District (B-2)	Community Garden
South	Downtown Commercial Zoning District (DC)	Town Community Park/ Public Parking Lot
West	Downtown Commercial Zoning District (DC)	Commercial Office
On-Site	Downtown Commercial Zoning District (DC)	Vacant

B. Access to the site; and

Finding:

Main vehicular access to the site is provided by Bailey Street. Pedestrian access can be gained from Main Street and 8th Street on the western and southern sides of this structure.

Emergency vehicular access may be gained by three entry points: Main Street, 8th Street and Bailey Street.

On-site parking within the Downtown Commercial (DC) Zoning District is not required, except for where ADA parking may be required. A Town owned public parking lot is located adjacent to this proposed site.

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

Finding:

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

Staff finds that this use should not have a negative impact on surrounding areas or adjacent properties. The use at this subject location should actually prove beneficial to the downtown and hopefully increase pedestrian traffic on Main Street.

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

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

these conditions be less restrictive than those found in the existing zoning classification.

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

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

PUBLIC PARTICIPATION:

A public notification effort has occurred for this CUP application and there have been no objections expressed on this proposed CUP as of this writing.

Town Staff has complied with all applicable Town requirements and Arizona Revised Statutes regarding public participation. Public notice for the Planning and Zoning Commission/Town Council Public Hearings were mailed to all property owners within 300 feet of the site.

Property posting for notice of public hearings for a Conditional Use Permit was posted on the site per Town requirements. Advertisements in the local Town paper have been posted per Town requirements and a Neighborhood Meeting was held. Under Arizona Revised Statutes, Title 9, Section-462.04 and Town of Florence Development Code, a Planning and Zoning Commission public hearing was held for this CUP case.

The Neighborhood Meeting for this Conditional Use Permit (PZ 16-22 CUP) was held March 10, 2016. Staff met with property owners in proximity to the proposed gym to answer any questions and concerns.

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

- | | |
|-----------------|--|
| *March 10, 2016 | Neighborhood Meeting |
| March 17, 2016 | Planning and Zoning Public Hearing |
| April 4, 2016 | Town Council Public Hearing and Action |

Public hearings will be held at Town Hall Council Chambers - 775 North Main Street.
*Neighborhood meeting was held at Community Development Department - 224 West 20th Street.

FINDINGS:

Staff presents the following findings for the consideration of the Town Council:

1. Per the Town of Florence Development Code, an indoor commercial recreation facility is an allowed use within the Downtown Commercial (DC) Zoning District with an approved Conditional Use Permit (CUP).
2. Access and parking for the subject use conforms to applicable codes.
3. The subject use is consistent with the Town of Florence 2020 General Plan.
4. There is no evidence to suggest this use would have a negative impact on adjacent or surrounding land uses if the CUP is properly conditioned and the use complies with all applicable local ordinances.

RECOMMENDATION:

By acting on this CUP application (PZ 16-22 CUP), the Town Council thereby accepts the Planning and Zoning Commission's findings made on this request. Based on the findings established for this case, it is recommended that the Town Council motions a favorable recommendation for this CUP request on the property described in the attached Exhibit A, subject to the following conditions:

1. The development of the subject site shall be in conformance with any applicable Town Codes, Ordinances, Building Codes and Fire Codes.
2. The subject building shall meet all occupancy requirements for this use as determined by the Town upon the review of occupancy/building permits/approvals.
3. Property owner agrees to not fully enclose the back portion of the property in order to leave access for a trash container and a loading/unloading area.
4. Property owner/applicant agree to waive claims for diminution in value pursuant to Proposition 207 [A.R.S. §12-1134] pursuant to the waiver attached hereto as Exhibit B and B-2.
5. This Conditional Use Permit may be revoked by the Town of Florence and become null and void if the conditions of approval are not met.
6. Any additional conditions deemed necessary by the Town Council.

ATTACHMENTS:

Resolution No. 1581-16
Application
Exhibits A-1 and A-2
Exhibits B and B-2
Notice of Public Hearing

RESOLUTION NO. 1581-16

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING A CONDITIONAL USE PERMIT TO ALLOW FOR AN INDOOR COMMERCIAL RECREATION FACILITY WITHIN THE DOWNTOWN COMMERCIAL (DC) ZONING DISTRICT AT A PROPERTY LOCATED AT 301 NORTH MAIN STREET, FLORENCE, ARIZONA, AKA, APN 200-49-003B (PZ-16-22 CUP).

WHEREAS, the subject property's District Commercial (DC) zoning allows for an indoor commercial recreation facility with an approved Conditional Use Permit; and

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

WHEREAS, a Conditional Use Permit (CUP) has been requested to allow for a indoor commercial recreation facility within a Downtown Commercial (DC) zoning district; and

WHEREAS, the property is zoned District Commercial (DC), which is consistent with the Town's General Plan; and

WHEREAS, the property's District Commercial (DC) zoning designation allows for an indoor commercial recreation facility with an approved Conditional Use Permit; and

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

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

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

The Planning and Zoning Commission of the Town of Florence has made the following findings:

- a. Per the Town of Florence Development Code, an indoor commercial recreation facility is an allowed use within the Downtown Commercial (DC) Zoning District with an approved Conditional Use Permit (CUP).
- b. Access and parking for the subject use conforms to applicable codes.

- d. The Resolution of the Council granting the application together with all consent forms shall be recorded by the county recorder.
- 4. This Conditional Use Permit shall be recorded within thirty days of Mayor and Common Council's approval of said Conditional Use Permit.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, this 4th day of April 2016.

Tom J. Rankin, Mayor

ATTEST:

APPROVED AS TO FORM

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

APPLICATION FOR CONDITIONAL USE PERMIT

PROJECT NAME: Florence Cross-Fit

REQUEST TYPE: WCF Other Time Extension

1. Property Owner: Name: John Offt
Address: 3440 Reagan St
Florence AZ 85132
Phone: _____ Fax: _____
Email: 520 840 6009

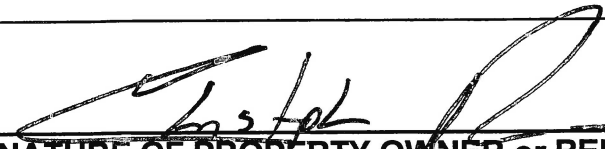
2. Applicant/Developer: Name: Chris Newman
Address: 2300 2 E Sahara Dr
Phone: 520 345 1981 Fax: _____
Email: cnewman@whitings.org

3. Address or Location of Property: 301 N Main
Florence, AZ
85132

4. Tax Parcel Numbers: 200 - 49 - 0038

Gross/Net Acres: 0.09 Zoning: DL

5. Request Details: See attached


SIGNATURE OF PROPERTY OWNER or REPRESENTATIVE 2/22/16
DATE

FOR STAFF USE ONLY:

CASE NO. <u>P2-16-22 CUP</u>	APPLICATION DATE AND TIME <u>2/22/16</u>
PERMIT NO. _____	FEE \$ <u>536.00</u>
PZC HEARING DATE <u>March 17, 2016</u>	REVIEWED BY: <u>Gilbert Olgin</u>
TC HEARING DATE <u>April 18, 2016</u>	
RECOMMENDATION: APPROVAL	DISAPPROVAL

OWNER'S PERMISSION FORM

This sheet must be completed if the applicant is not the owner of the property.

I/we, the Undersigned, do hereby grant permission to: Christopher New Man

to act on my/our behalf for the purpose of obtaining one or more of the following: Annexation, General Plan Amendment, Planned Unit Development, Zone Change, Conditional Use Permit, Design Review, Preliminary/Final Plat and/or other below-noted request on the following described property:

301 N Main ST Florence

Owner(s)

Signature

John O'Flaherty

Print or Type Name

Address

3340 Reagen
85132

Telephone

520 840 6009

STATE OF ARIZONA)

County of Pinal)

) ss

On this 22 day of February, 20 16, before me, the undersigned Notary Public, personally appeared John O'Flaherty, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that John O'Flaherty executed the same.

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

My commission expires:

January 5, 2019

Meghan Hunt
Notary Public



Exhibit A-1: Legal Description

301 North Main Street, Florence, Arizona, AKA, APN 200-49-003B.

PARCEL:

THAT PART OF BLOCK 124, IN THE TOWNSITE OF FLORENCE, SECTION 36, TOWNSHIP 4 SOUTH, RANGE 9 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, ACCORDING TO THE PLAT OF RECORD ON THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA, RECORDED IN BOOK 1 OF MAPS, PAGE 1 THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH HALF OF THE SOUTH HALF OF SAID BLOCK 124, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BASIS OF BEARING IS THE CENTERLINE OF MAIN STREET BETWEEN TWO FOUND ARIZONA HIGHWAY DEPARTMENT (A.H.D) BRASS CAPS IN HAND HOLES AT THE INTERSECTION OF MAIN STREET AND 8TH STREET AND MAIN STREET AND 6TH STREET, SAID LINE BEARS NORTH 00 DEGREES 10 MINUTES 13 SECONDS EAST, A DISTANCE OF 370.74 FEET;

FROM THE SAID A.H.D. BRASS CAP AT THE INTERSECTION OF MAIN STREET AND 8TH STREET, NORTH 45 DEGREES 07 MINUTES 20 SECONDS EAST, 42.46 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 124 WHICH IS THE POINT OF BEGINNING;

THENCE NORTH 00 DEGREES 10 MINUTES 13 SECONDS EAST, COINCIDENT WITH THE WEST LINE OF SAID BLOCK 124, 31.33 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF THE SAID BLOCK 124;

THENCE SOUTH 89 DEGREES 54 MINUTES 39 SECONDS EAST, COINCIDENT WITH THE NORTH LINE OF THE SOUTH HALF OF SAID BLOCK 124;

THENCE SOUTH 00 DEGREES 10 MINUTES 18 SECONDS WEST, COINCIDENT WITH THE EAST LINE OF SAID BLOCK 124, 31.30 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 124;

THENCE NORTH 89 DEGREES 55 MINUTES 33 SECONDS WEST, COINCIDENT WITH THE SOUTH LINE OF SAID BLOCK 124, 124.98 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 124 AND THE POINT OF BEGINNING.

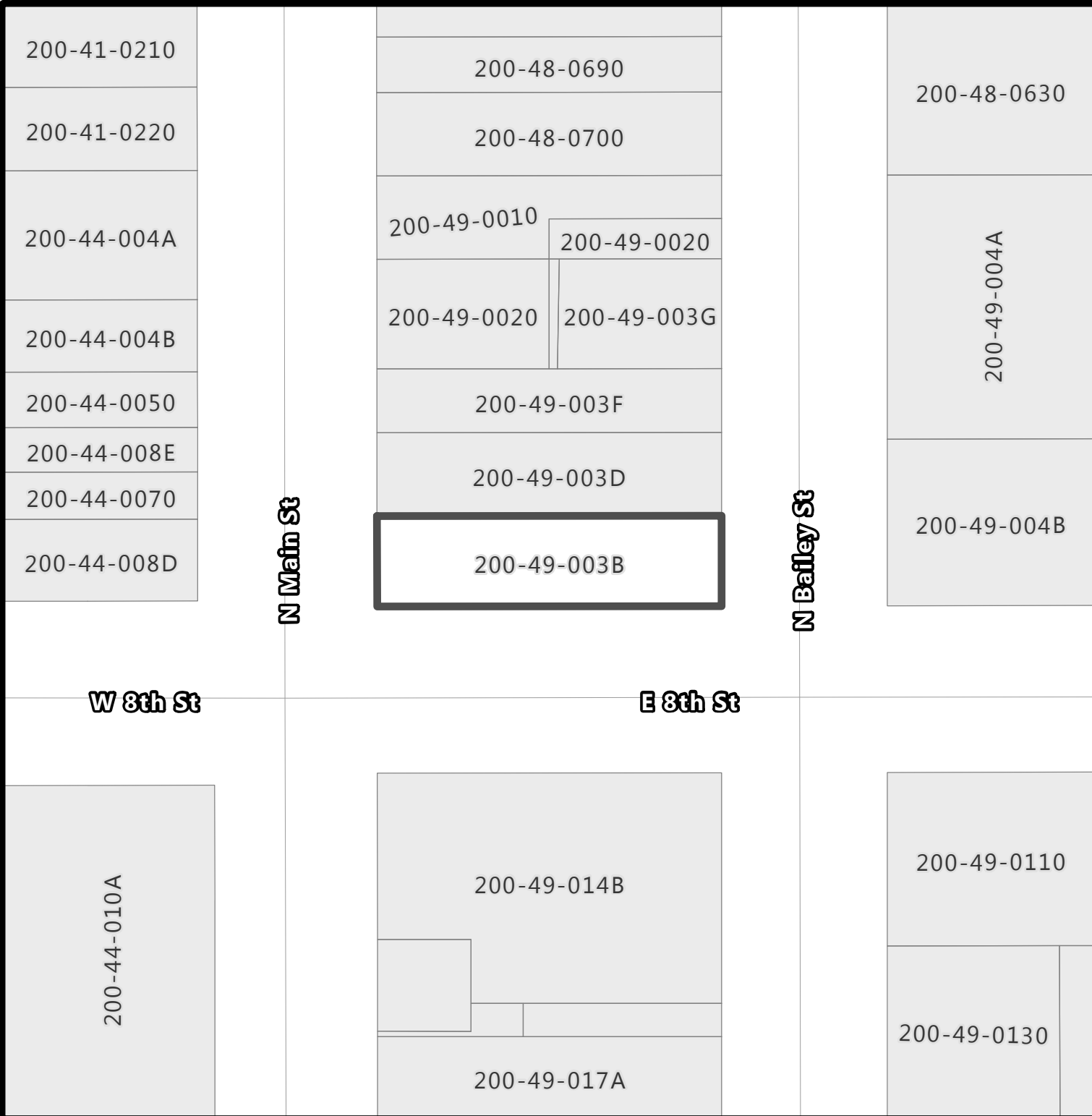




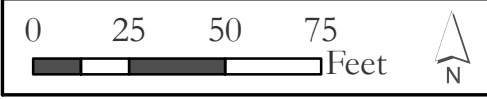



Exhibit A-2:
Crossfit Location
301 N Main St
PZ-16-22 CUP

 Site Location  Parcel Lines
 Town Limits



Legal Description
Refer to Exhibit A-1

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

2/22/2016 2016-29

EXHIBIT B

CONSENT TO CONDITIONS/WAIVER FOR DIMINUTION OF VALUE

The undersigned is/are the owner(s) of the subject land described in Exhibit A hereto that is the subject of a Conditional Use Permit Application PZ 16-22 CUP. By signing this document, the undersigned agrees and consents to all the conditions imposed by the Florence Town Council in conjunction with the approval of the Conditional Use Permit Application PZ 16-22 CUP ("Conditions of Approval") and waives any right to compensation for diminution in value pursuant to Arizona Revised Statutes § 12-1134 that may now or in the future exist as a result of the approval of the Conditional Use Permit Application PZ 16-22 CUP. Except as expressly set forth in the Conditional Use Permit Application PZ 16-22 CUP and its Conditions of Approval, nothing herein shall constitute a waiver of any other of the undersigned's rights pursuant to the above-referenced statutes.

APN 200-49-003B

Parcel(s) Numbers

[Handwritten signature]

Owner(s) Signature

John Offit

Print or Type Name

STATE OF ARIZONA)
)
County of Pinal) ss

On this 22 day of FEBRUARY, 20 16, before me, the undersigned Notary Public, personally appeared John Offit, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument.

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

My commission expires:

January 5, 2019 *[Signature]*
Notary Public



EXHIBIT B- 2

CONSENT TO CONDITIONS/WAIVER FOR DIMINUTION OF VALUE

The undersigned is the applicant of the subject Conditional Use Permit application PZ 16-22 CUP for the subject site described in Exhibit A1 and A-2. By signing this document, the undersigned agrees and consents to all the conditions imposed by the Florence Town Council in conjunction with the approval of the Conditional Use Permit Application PZ 16-22 CUP ("Conditions of Approval") and waives any right to compensation for diminution in value pursuant to Arizona Revised Statutes § 12-1134 that may now or in the future exist as a result of the approval of the Conditional Use Permit Application PZ 16-22 CUP. Except as expressly set forth in the Conditional Use Permit Application PZ 16-22 CUP and its Conditions of Approval, nothing herein shall constitute a waiver of any other of the undersigned's rights pursuant to the above-referenced statutes.

APN 200-49-003B
Parcel(s) Numbers

[Signature]
Applicant(s) Signature

Christopher Newman
Print or Type Name

STATE OF Arizona)

COUNTY OF Pinal)

This instrument was acknowledged before me this 23rd day of March, 2016, by Christopher Newman



[Signature]
Notary Public



Casa Grande Dispatch

Maricopa Monitor

Coolidge Examiner

NOTICE OF PUBLIC HEARING FLORENCE PLANNING AND ZONING COMMISSION

Arizona City Independent/Edition

San Tan Valley Sentinel

NOTICE OF PUBLIC HEARING

Trivalley District

FLORENCE PLANNING AND ZONING COMMISSION

Notice is hereby given that the Planning and Zoning Commission of the Town of

Florence, Arizona will hold a regular meeting on Thursday, March 17, 2016 at 6:00 p.m. at Florence Town Hall located at 775 N. Main Street, Florence, Arizona, 85132. All members of the public are invited to attend and discuss the following application:

PZ 16-22 CUP. Public Hearing. A Conditional Use Permit request by Chris Newman, on behalf of the property owner, John Offt, to allow for an indoor commercial recreation facility within the Downtown Commercial (DC) Zoning District at a property located at 301 North Main Street, Florence, Arizona, AKA, APN 200-49-003B. A detailed description of the proposed Conditional Use Permit request is available for viewing at the Town of Florence Community Development Department.

Additional information on the above case can be obtained Monday through Friday from 8 AM to 5 PM at the Town of Florence Community Development Department located at 224 West 20th Street, Florence, Arizona 85132 or please call (520) 868-7542.

Pursuant to Title II of the Americans with Disabilities Act (ADA), the Town of Florence does not discriminate on the basis of disability regarding admission to public meetings. Persons with a disability may request reasonable accommodations by contacting the Town of Florence ADA Coordinator at (520) 868-7574 or (520) 868-7502 TDD. Requests should be made as early as possible to allow time to arrange the accommodation.

No. of publications: 1; date of publication: February 25, 2016.

Listing ID: 9db7b91f-8517-5596-Rc27-a29799c923c2

Casa Grande Valley Newspapers Inc. is part of Kramer Publications. Member of the Arizona Newspapers Association, Newspaper Association of America and National Newspaper Association. © Copyright 2016, trivalleycentral.com, Casa Grande, AZ Casa Grande Valley Newspapers Inc.



Casa Grande Dispatch

Maricopa Monitor

Coolidge Examiner

NOTICE OF PUBLIC HEARING FLORENCE TOWN COUNCIL

Florence Reminder & Blade-Tribune

Arizona City Independent/Edition

NOTICE OF PUBLIC HEARING

Sun Tan Valley Sentinel

FLORENCE TOWN COUNCIL

Notice is hereby given that the Town Council of Florence, Arizona will hold a Public Hearing on Monday, April 4, 2016 at 6:00 PM at Florence Town Hall located at 775 N. Main Street, Florence, Arizona, 85132 to discuss the following application:

PZ 16-22 CUP. Public Hearing. A Conditional Use Permit request by Chris Newman, on behalf of the property owner, John Offt, to allow for an indoor commercial recreation facility within the Downtown Commercial (DC) Zoning District at a property located at 301 North Main Street, Florence, Arizona, AKA, APN 200-49-003B.


Additional information on the above case can be obtained Monday through Friday from 8 AM to 5 PM at the Town of Florence Community Development Department located at 224 West 20th Street, Florence, Arizona 85132 or please call (520) 868-7542.

Pursuant to Title II of the Americans with Disabilities Act (ADA), the Town of Florence does not discriminate on the basis of disability regarding admission to public meetings. Persons with a disability may request reasonable accommodations by contacting the Town of Florence ADA Coordinator at (520) 868-7574 or (520) 868-7502 TDD. Requests should be made as early as possible to allow time to arrange the accommodation.

No. of publications: 1; date of publication: March 17, 2016

Listing ID: 27d38684-9444-56da-b417-7a5a032177d9

Casa Grande Valley Newspapers Inc. is part of Kramer Publications. Member of the Arizona Newspapers Association, Newspaper Association of America and National Newspaper Association. © Copyright 2016, trivalleycentral.com, Casa Grande, AZ Casa Grande Valley Newspapers Inc.

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8b.
MEETING DATE: April 4, 2016 DEPARTMENT: Finance STAFF PRESENTER: Gabriel Garcia, Finance Director SUBJECT: Resolution No. 1582-16: Alternative Expenditure Limitation/Home Rule Option		<input type="checkbox"/> Action <input type="checkbox"/> Information Only <input checked="" type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1 st Reading <input type="checkbox"/> 2 nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Open public hearing to receive public comments on the Alternative Expenditure Limitation/Home Rule Option.

BACKGROUND/DISCUSSION:

In preparation for a fall primary election, the Town is required to hold two public hearings with a vote on the proposed alternative expenditure limitation/home rule option immediately following the second public hearing in a special meeting. Tonight is the first reading. The second reading and Council vote is scheduled for April 18, 2016. Following approval by Town Council, the Town must prepare and submit to the Auditor General’s office required information, which includes a summary and detailed analysis of the expenditure limitation. The Town must also prepare and distribute a publicity pamphlet, which is also reviewed by the Auditor General’s office.

In 1980, voters in the State of Arizona approved an amendment to the State Constitution, which established a system of expenditure limitation and reporting for all counties, community college districts and local governments within the state.

For purposes of determining annual state-imposed expenditure limitations, the amendment established 1979/1980 as the base year for expenditures and 1978 as the base year for population. The amount that local government expenditures could grow from year to year above these base levels was controlled by population growth and inflation, thus establishing a “State Expenditure Limitation” formula.

Some communities within the state are able to operate within the state-imposed expenditure limitation (“State Limitation”). They are often mature communities, communities with stable or declining population or larger communities with most of their municipal services in place in the 1979/1980 year. Therefore, these communities typically have sufficient inflation and population growth to operate with a level of expenditures determined by the State Limitation formula.

The Town of Florence, however, is a growing community with a demand on public services or expenditure levels that have and will continue to outpace state expenditure limits. Since the inception of the State Limitation, the Town Council has sought voter approval for an alternative expenditure limitation via the “Home Rule” option. If approved by the voters, the alternative is only allowed for four years. Town voters most recently did not approve the Home Rule Option in 2014 for fiscal years 2015-2016 through 2018-2019.

As a result of not approving the Home Rule Option in 2014 the Town had to hold special elections to spend in excess of the Alternative Expenditure Limitation for budget years 2015/2016 and 2016/2017.

The approval of the Home Rule would allow the Town of Florence to retain local control for the years 2017/2018 to 2020/2021 allowing Town Council to set the Expenditure Limitation.

The State Limitation provided by the EEC for Fiscal Year 2016/2017 is \$17,341,325. The State Expenditure Limitation estimate for Fiscal Year 2016/2017 is \$22,503,906. By example, currently total Town expenditures are estimated to be \$34,842,000 for Fiscal Year 2017/2018 which would lead to a shortfall of \$12,338,094.

There are three primary options that can be adopted as an alternative to the State Limitation. All three require a majority of the qualified electors voting on the issue at a regular election of the Town to vote in favor of the alternative; otherwise, the State Limitation would be in effect. An alternative limitation may be referred to the Town voters by an affirmative vote of two-thirds of the members of the Town Council. Additionally, qualified electors of the Town may offer an alternative limitation through the initiative process.

Alternative Expenditure Limit/Home Rule Option – This alternative establishes a new expenditure limit based on the amounts approved by the voters. The Town and many other municipalities have elected to pursue the “Pure Home Rule” option, which utilizes the approved annual budget amount as the limit for the fiscal year. This option, unlike the others, must be renewed every four years.

Capital Projects Accumulation Fund – This alternative allows a municipality to exclude capital projects and the accumulation of funds for such projects from the state-imposed limitation.

Permanent Base Adjustment – This option allows a municipality to adjust the State Limitation. Essentially, voters would be required to approve an increase to the base calculation, thus modifying the State Limitation going forward.

FINANCIAL IMPACT:

If voters do not approve an alternative expenditure limitation, the state-imposed expenditure limitation would require a reduction in the current expenditure level, which would translate to a reduction in operating and capital service levels. In addition, voters would not be able to approve an alternative expenditure limitation for two years. The state-imposed limitation plus applicable constitutional exclusions will allow expenditures of \$22,506,906. Under the proposed alternative expenditure limitation, we estimate expenditures of \$34,842,000.

STAFF RECOMMENDATION:

Staff recommends opening the public hearing on the proposed Alternative Expenditure Limitation/Home Rule Option to receive public comment.

ATTACHMENTS:

Resolution No. 1582-16
Home Rule Option Detailed Analysis
Home Rule Option Summary Analysis
Home Rule Option Summary Worksheet
Public Hearing Notice

RESOLUTION NO. 1582-16

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, PROPOSING AN ALTERNATIVE EXPENDITURE LIMITATION/HOME RULE OPTION.

WHEREAS, the Arizona State Constitution permits the submission to the voters of a town of an Alternative Expenditure Limitation: and

WHEREAS, the voters of the Town of Florence in 2009 adopted an Alternative Expenditure Limitation; and

WHEREAS, the Florence Town Council after two public hearings has determined that an extension of the Alternative Expenditure Limitation is necessary for the Town of Florence.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Town Council of the Town Florence, Arizona, that the following Alternative Expenditure Limitation be submitted to the voters of the Town of Florence.

SHALL THE FOLLOWING BE ADOPTED BY THE TOWN OF FLORENCE AS AN ALTERNATIVE EXPENDITURE LIMITATION:

"THE MAYOR AND COMMON COUNCIL OF THE TOWN OF FLORENCE SHALL ANNUALLY, AS PART OF THE ANNUAL BUDGET ADOPTION PROCESS, ADOPT AN ALTERNATIVE EXPENDITURE LIMITATION EQUAL TO THE TOTAL AMOUNT OF BUDGETED EXPENDITURES/EXPENSES AS IT APPEARS ON THE ANNUAL BUDGET AS ADOPTED BY THE COUNCIL TO APPLY TO THE TOWN OF FLORENCE FOR EACH OF THE FOUR FISCAL YEARS IMMEDIATELY FOLLOWING ADOPTION OF THE ALTERNATIVE EXPENDITURE LIMITATION. THE ALTERNATIVE EXPENDITURE LIMITATION SHALL BE ADOPTED EACH YEAR AFTER A PUBLIC HEARING AT WHICH THE CITIZENS OF THE TOWN OF FLORENCE MAY COMMENT ON THE PROPOSED ALTERNATIVE EXPENDITURE LIMITATION. NO EXPENDITURES MAY BE MADE IN VIOLATION OF SUCH ALTERNATIVE EXPENDITURE LIMITATION, NOR MAY ANY PROPOSED EXPENDITURES BE IN EXCESS OF ESTIMATED AVAILABLE REVENUES, EXCEPT THAT THE MAYOR AND THE COMMON COUNCIL MAY, BY THREE-FOURTHS VOTE, DECLARE AN EMERGENCY AND SUSPEND THE ALTERNATIVE EXPENDITURE LIMITATION. THE SUSPENSION OF THE ALTERNATIVE EXPENDITURE LIMITATION SHALL BE IN EFFECT FOR ONLY ONE FISCAL YEAR AT A TIME."

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Florence, Arizona, this 18th day of April 2016.

Tom J. Rankin, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

RESOLUCION NO. 1582-16

UNA RESOLUCION DEL PUEBLO DE FLORENCE PROPONIENDO UNA EXTENCION SOBRE LA ALTERNATIVA DEL LIMITE DEL GASTO.

CONSIDERANDO QUE, LA CONSTITUCION ESTATAL DE ARIZONA PERMITE LA SUMISION A LOS VOTANTES DE UNA CIUDAD O PUEBLO UNA ALTERNATIVA SOBRE UNA LIMITACION DE GASTO; Y

CONSIDERANDO QUE, LOS VOTANTES DEL PUEBLO DE FLORENCE EN 2009 ADOPTARON UNA ALTERNATIVA SOBRE EL LIMITE DE GASTO -UNA OPCION DE AUTO REGLAMENTO; Y

CONSIDERANDO QUE, EL CONSEJO DEL PUEBLO DE FLORENCE DESPUES DE DOS AUDIENCIAS PUBLICAS HA DETERMINADO QUE UNA EXTENCION SOBRE LA ALTERNATIVA DEL LIMITE DE GASTO ES NECESARIA PARA EL PUEBLO DE FLORENCE.

AHORA, POR LO TANTO, SEA RESUELTO POR EL CONSEJO DEL PUEBLO DE FLORENCE QUE LA SIGUIENTE ALTERNATIVA SOBRE EL LIMITE DEL GASTO SEA SOMETIDA A LOS VOTANTES DEL PUEBLO DE FLORENCE.

DEBERA SER ADOPTADO LO SIGUIENTE POR EL CONSEJO DEL PUEBLO DE FLORENCE COMO UNA ALTERNATIVA DEL LIMITE DE GASTO:

"EL ALCALDE Y EL CONSEJO COMUN DEL PUEBLO DE FLORENCE DEBERAN ANUALMENTE, COMO PARTE DEL PROCESO DE LA ADOPCION DEL PRESUPUESTO ANUAL, ADOPTAR UNA LIMITACION ALTERNATIVA DE GASTO IGUAL A LA CANTIDAD TOTAL PREPUESTA DE GASTOS COMO APARECE EN EL PREPUESTO ANUAL COMO ADAPTADO POR EL COUSEJO PARA APLICAR AL PRESUPUESTO DEL PUEBLO DE FLORENCE PARA CADA DE LOS CUATROS ANOS FISCALES INMEDIATAMENTE DESPUES DE TAL ADOPCION. LA ALTERNATIVA SOBRE LA LIMITACION DE GASTO DEBERA SER ADOPTADA CADA AÑO DESPUES DE UNA AUDIENCIA PUBLICA EN LA CUAL LOS CIUDADANOS DEL PUEBLO DE FLORENCE PUEDAN COMENTAR SOBRE LA PROPUESTA ALTERNATIVA SOBRE UNA LIMITACION DE GASTO. NINGUN GASTO PODRA SER ECHO EN VIOLACION DE LA ALTERNATIVA SOBRE UNA LIMITACION DE GASTO, NI PODRA NINGUN GASTO PROPUESTO SER EN EXCESO DE ENTRADAS ESTIMADAS DISPONIBLES, EXCEPTO LAS QUE EL ALCALDE Y EL CONSEJO COMUN PUEDAN, POR VOTO DE TRES-CUARTOS, DECLARAR COMO UNA EMERGENCIA Y SUSPENDAN LA ALTERNATIVA SOBRE LA LIMITACION DE GASTOS. LA SUSPENSION DE LA ALTERNATIVA SOBRE LA LIMITACION DE GASTO DEBERA ESTAR SOLAMENTE EN EFECTO POR UN AÑO FISCAL A LA VEZ."

PASADO Y ADOPTADO POR EL CONSEJO DEL PUEBLO DE FLORENCE,
ESTE 18 DIA DE ABRIL 2016.

Tom J. Rankin, Alcalde

ATESTIGUA:

APROBADO EN FORMA:

Lisa García, Secretaria del Pueblo

Cliff L. Mattice, Procurador del Pueblo

**ALTERNATIVE EXPENDITURE LIMITATION
(Home Rule Option)
DETAILED ANALYSIS**

Pursuant to the Arizona State Constitution, the Town of Florence, as authorized by Resolution #1582-16 passed on April 18, 2016, will seek voter approval to adopt an alternative expenditure limitation, Home Rule Option, to apply to the Town for the next four years beginning in 2017-2018.

Under a Home Rule Option, if approved by the voters, the town estimates it will be allowed to expend approximately \$34,842,000 in 2017-2018, \$36,425,562 in 2018-2019, \$37,056,211 in 2019-2020 and \$38,004,483 in 2020-2021.

With approval of the Home Rule Option, the city/town will utilize the expenditure authority for all local budgetary purposes including public safety, parks and recreation, library, street maintenance and construction, water utility, sewer utility, sanitation and general government. We estimate that the expenditures for the next four years under the Home Rule Option will be as follows:

ESTIMATED AMOUNTS TO BE EXPENDED IN SPECIFIC AREAS

Purpose	2017-2018	2018-2019	2019-2020	2020-2021
Public Safety	9,433,948	9,992,425	9,920,447	10,145,011
Parks and Recreation	3,577,854	3,908,274	3,970,778	4,035,157
Library	403,507	415,612	428,081	440,923
Street Maintenance and Construction	5,552,370	5,711,441	5,875,284	6,044,043
Water Utility	4,896,759	5,043,662	5,194,972	5,350,821
Sewer Utility	4,045,852	4,167,228	4,292,244	4,421,012
Sanitation	823,024	847,715	873,146	899,341
General Government	6,108,686	6,339,205	6,501,259	6,668,175
Total Expenditures	34,842,000	36,425,562	37,056,211	38,004,483

If approved, the expenditures authorized will be funded from revenues obtained from federal, state and local sources. It is estimated that the amount of revenue from each source for the next four years will be as follows:

ESTIMATED AMOUNTS OF REVENUE FROM EACH AND ANY SOURCE

Source	2017-2018	2018-2019	2019-2020	2020-2021
Federal	500,000	500,000	500,000	500,000
State	8,755,000	9,170,200	9,608,400	10,070,800
Local	25,587,000	26,755,362	26,947,811	27,433,683
Total Revenues	34,842,000	36,425,562	37,056,211	38,004,483

The town property tax shall be limited to the amount prescribed in the Arizona State Constitution.

In determining the revenue sources to fund the authorized additional expenditures under the alternative expenditure limitation, it is assumed that the federal, state and local revenues received by the city/town will continue to be available in 2017-2018 as they have for the past four years. Their continued availability is also assumed for the next three consecutive years following 2017-2018.

Any and all dollar figures shown in this analysis are estimated figures only and are based upon information available at the time of preparation of this report. The budgets and actual expenditures in any given year may be more or less than the figures noted above depending on available revenues. The actual expenditure limitation for each fiscal year shall be adopted as an integral part of the budget for that fiscal year.

**ALTERNATIVE EXPENDITURE LIMITATION
(Home Rule Option)
SUMMARY ANALYSIS**

The voters of the Town of Florence in 2016 adopted an alternative expenditure limitation, Home Rule Option. The purpose of this election is for the continued use of the Home Rule Option.

Pursuant to the Arizona State Constitution, the Town of Florence seeks voter approval to adopt a Home Rule Option to apply to the town for the next four years beginning in 2017-2018. Under a Home Rule Option if approved by the voters, the town estimates it will be allowed to expend approximately \$34,842,000 in 2017-2018, \$36,425,562 in 2018-2019, \$37,056,211 in 2019-2020 and \$38,004,483 in 2020-2021.

With approval of the Home Rule Option, the town will utilize the expenditure authority for all local budgetary purposes including public safety, parks and recreation, library, street maintenance and construction, water utility, sewer utility, sanitation and general government.

Under the state-imposed limitation the city/town estimates it will be allowed to expend approximately \$22,503,906 in 2017-2018, \$25,474,089 in 2018-2019, \$27,095,463 in 2019-2020 and \$28,838,817 in 2020-2021 for the operation of your local government. These expenditure estimates include expenditures of constitutionally excludable revenues.

The amount of revenue estimated to be available to fund the operation of your city/town government is \$34,842,000 in 2017-2018, \$36,425,562 in 2018-2019, \$37,056,211 in 2019-2020 and \$38,004,483 in 2020-2021. These revenue estimates are the same under the Home Rule Option or the state-imposed expenditure limitation. The town property tax shall be limited to the amount prescribed in the Arizona State Constitution.

Any and all dollar figures presented in this summary are estimates only and are based upon information available at the time of preparation of this analysis. The budget and actual expenditures in any of the four years may be more or less than the expenditures noted above depending on available revenue.

If no alternative expenditure limitation is approved, the state-imposed expenditure limitation will apply to the town.

**ALTERNATIVE EXPENDITURE LIMITATION
(Home Rule Option)
SUMMARY ANALYSIS WORKSHEET**

POPULATION FACTOR COMPUTATION

Fiscal Year	Prior Fiscal Year Population	/	1978 Population	=	Population Factor
2017-2018	29,704	/	3,175	=	9.3556
2018-2019	31,207	/	3,175	=	9.8290
2019-2020	32,906	/	3,175	=	10.3641
2020-2021	34,659	/	3,175	=	10.9162

STATE-IMPOSED EXPENDITURE LIMITATION

Fiscal Year	1979-80 Base Limit	x	Population Factor	x	Inflation Factor	=	Projected State-Imposed Expenditure Limitation	+	Estimated Exclusions	=	Total Expenditures Under State-Imposed Limit
2017-2018	714,110	x	9.3556	x	2.9194	=	19,504,300	+	2,999,606	=	22,503,906
2018-2019	714,110	x	9.8290	x	2.9594	=	20,771,991	+	4,702,098	=	25,474,089
2019-2020	714,110	x	10.3641	x	3.0179	=	22,335,802	+	4,759,661	=	27,095,463
2020-2021	714,110	x	10.9162	x	3.0813	=	24,019,866	+	4,818,951	=	28,838,817

PUBLIC HEARING NOTICE

The Town Council of the Town of Florence will hold two public hearings on the proposed alternative expenditure limitation- home rule option at Town Hall located at 775 N. Main Street, Florence Arizona 85132 at 6:00 p.m. as follows:

Public Hearings: Regular Meeting April 4, 2016

Regular Meeting April 18, 2016

By order of the Florence Town Council.

Signed:

Lisa Garcia, Florence Town Clerk

Publish as a display ad with affidavit of publication on the following dates:

March 24, 2016

March 31, 2016.

Resolution Copper

Shaping our future



Safety

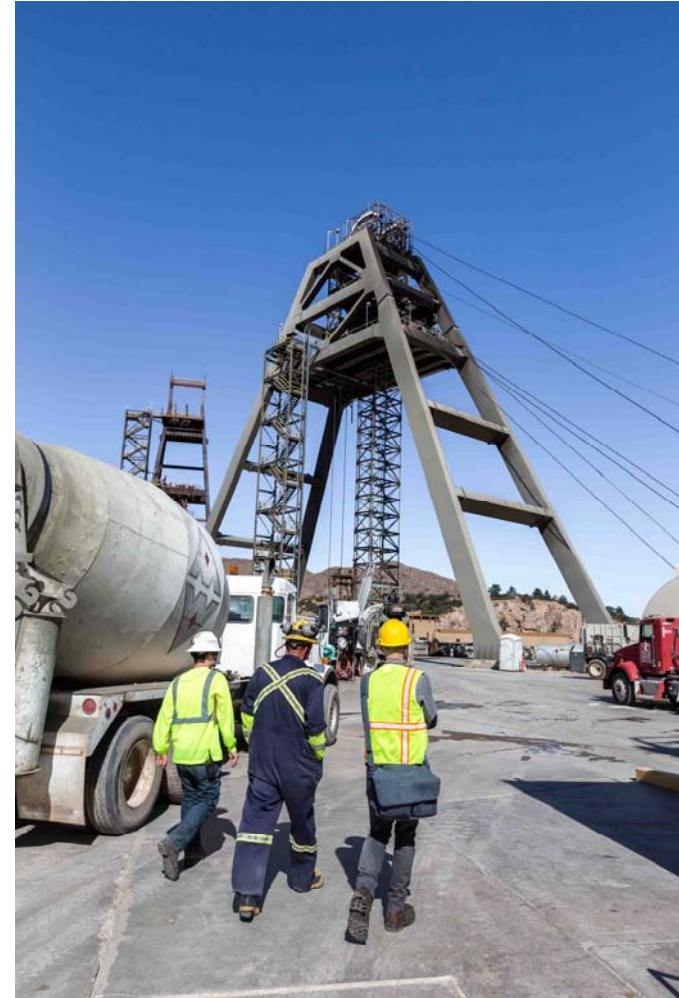
We're committed to ensuring our team goes home safe every day to their families.



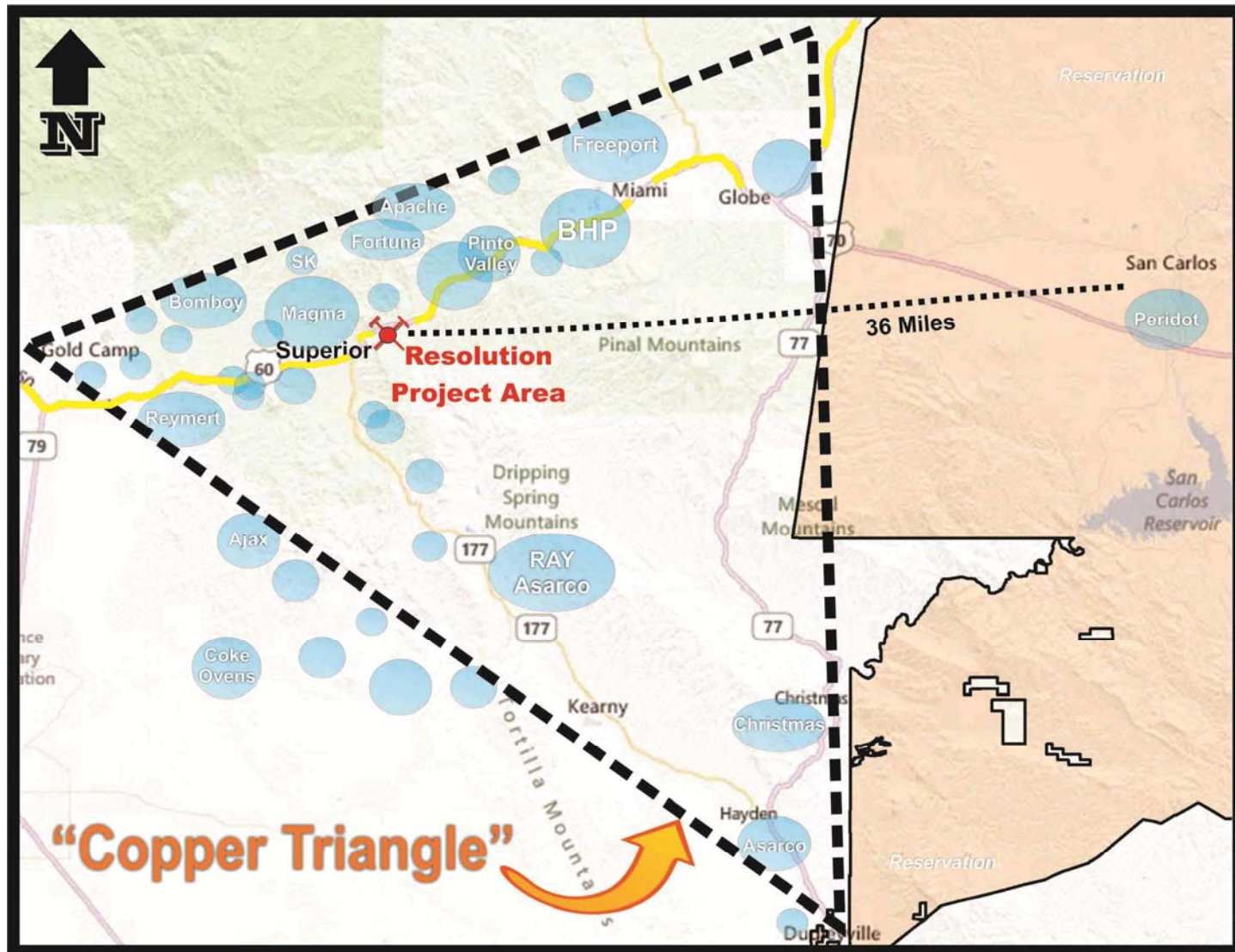
About the Project

Resolution Copper is:

- A world-class miner that will create opportunity locally, regionally and for the state of Arizona.
- Expected to be one of the largest copper producers in North America and will create sustainable benefits for all its stakeholders.
- Committed to establishing solid, mutually beneficial partnerships with local and Native American communities.
- The world's third largest undeveloped copper resource and has an important role to play in the green economy.



The Copper Triangle: Where are we located?



Economic Impacts

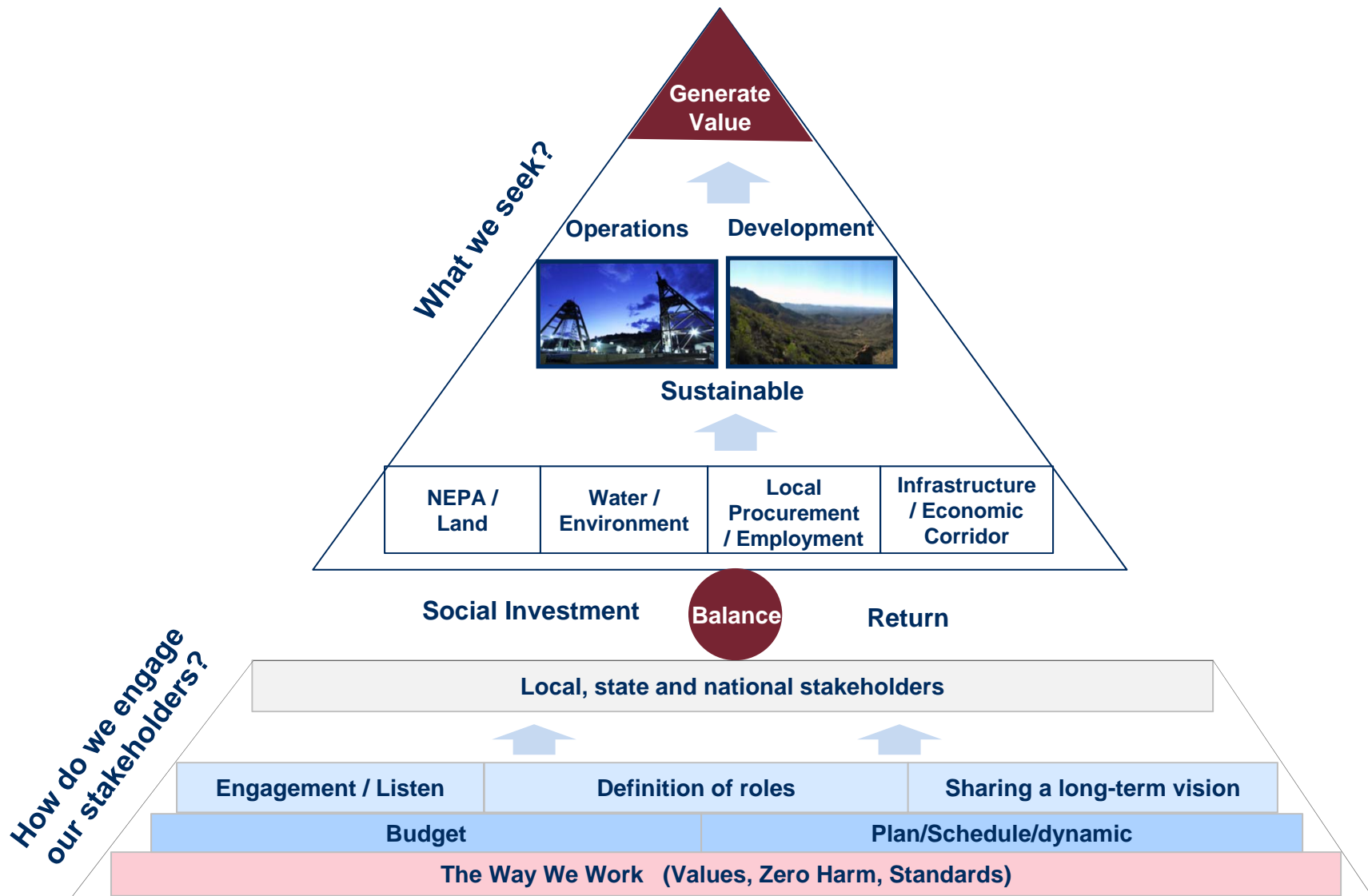
- During construction, we anticipate to employ approximately 3,000 people.
- During operations, we'll directly employ 1,400 people and an additional 2,300 indirect jobs.
- Superior will benefit in hundreds of millions of dollars in wages being spent in and around the area.

1,400 direct
jobs and
2,300
indirect jobs

3700
JOBS CREATED IN ARIZONA

\$61.4 BILLION
IN ECONOMIC VALUE OVER THE LIFE OF THE MINE

Communities & Social Performance



Permitting the Project – About NEPA

- Project will be developed on federal land.
- Before the land exchange moves forward and construction begins, Resolution must begin the U.S. National Environmental Policy Act (NEPA) process.
- Established in 1969, NEPA requires a comprehensive environmental and regulatory review process with public consultation.
- Evaluation of environmental impacts the mine will create as well as our actions to minimize impacts and commitment to provide offsets.
- Process can take 5 years or more.
- NEPA provides a forum for significant public input and government to government consultation.

EIS Scoping Mine Plan and Land Exchange

NEPA Process - Starts with Scoping

STEP 1

The National Environmental Policy Act (NEPA) applies when the federal government must issue a federal permit, approval, lease or license.

STEP 2

Because the Resolution Copper project will affect federal lands in the Tonto National Forest, an approved mine plan of operations must be obtained from the US Forest Service (USFS) before operations begin. The USFS's decision must comply with NEPA, which requires that an Environmental Impact Statement (EIS) be completed before a final mine plan of operations, land exchange and record of decision is granted.

SCOPING

A notice of intent to prepare an EIS and conduct scoping is published. During the scoping process, the public can identify subjects to be studied in the EIS.

CHANCE FOR PUBLIC COMMENT



How to comment, get information and get involved

DATE: Comments concerning the scope of analysis must be received by May 17, 2016.

ADDRESS: Comments may be sent in one of four ways to the USFS:

- U.S. Mail: US Forest Service, P.O. Box 34468, Phoenix, AZ 85067-4468, Attn: Resolution EIS Comments
- Email: Comments@ResolutionMineEIS.us
- Web: ResolutionMineEIS.us
- Facsimile and Voice Mail: 1.866.546.5718

Comments may also be submitted during open houses that will be held by the USFS as follows:

- March 31, 2016, 5 p.m. to 7:30 p.m. Queen Valley Recreation Center, 1478 E. Queen Valley Drive, Queen Valley, AZ.
- April 4, 2016, 5 p.m. to 7:30 p.m. Superior Junior/Senior High School, Multi-purpose room, 100 Mary Drive, Superior, AZ.
- April 5, 2016, 5 p.m. to 7:30 p.m. Elks Lodge, 1775 E. Maple St., Globe, AZ.
- April 6, 2016, 5 p.m. to 7:30 p.m. Southwest Regional Library, 775 N. Greenfield Rd., Gilbert, AZ.

Individuals who use telecommunication devices for the deaf (TDD) may call the Federal Information Relay Service (FIRS) at 1.800.877.8339 between 8 a.m. and 8 p.m., Eastern Time, Monday through Friday.

A draft EIS is released for public comment

CHANCE FOR PUBLIC COMMENT

A final EIS and draft Record of Decision released for objection



STEP 3

USFS issues final Record of Decision and final Mine Plan of Operations.

Questions?

For more information

- Visit our website
www.resolutioncopper.com
- 'LIKE' us on Facebook or follow us
on Instagram, Twitter & LinkedIn





TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 8d.

MEETING DATE: April 4, 2016

DEPARTMENT: Administration

STAFF PRESENTER: Jess Knudson, Assistant Town Manager

SUBJECT: Presentation from Moore and Associates on the Central Arizona Regional Transit (CART) System and the development of a Five-Year Transit Development Plan.

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

RECOMMENDED MOTION/ACTION:

Presentation from Moore and Associates on the Central Arizona Regional Transit (CART) System and the development of a Five-Y-year Transit Development Plan.

BACKGROUND/DISCUSSION:

The Town of Florence is a signatory to the Intergovernmental Agreement (IGA) governing the funding and operation of the Central Arizona Regional Transit (CART) program. CART provides weekday bus service linking Florence, Central Arizona College (CAL), Coolidge, and Casa Grande. The City of Coolidge was selected as the administering entity given its experience operating the Cotton Express service.

In 2015, CART obtained a planning grant from Arizona Department of Transportation (ADOT). The grant has been used to hire a consultant to conduct a Transit Development Plan (TDP). The goal of the TDP is two-fold: 1) Objectively evaluate the performance of the CART and Cotton Express programs and 2) present a “blueprint” for the continued development of said programs. The TDP is expected to be completed by the end of the current fiscal year.

The TDP has included considerable public outreach and engagement activities designed to: 1) assess public perceptions regarding CART and Cotton Express, 2) identify community mobility needs preferences (specific to public transit), and 3) present a five-year service development “blueprint”. Public involvement activities include: 1) a transit rider survey, 2) community survey (online and direct mailer to 1,500 householders), 3) community roundtables, 4) discussions with community stakeholders, and 5) information displays throughout the CART service area.

A representative from the project consultant team will make a short presentation including: 1) project scope, 2) summary of public feedback, and 3) project next steps. The consultant will also be available to respond to questions from the Town Council.

FINANCIAL IMPACT:

There is no fiscal impact to the Town of Florence in relation to this agenda item.

STAFF RECOMMENDATION:

There is no staff recommendation.

ATTACHMENTS:

Presentation



Central Arizona Regional Transit Transit Development Plan



Project Goals

- Objective, comprehensive evaluation of CART and Cotton Express performance
- Blueprint for future service development
- Identify potential future funding opportunities
- Recommendations for future CART governance



Community Engagement

- Direct mail survey to 1500 households
- Stakeholder roundtables: Casa Grande, Coolidge, Florence
- Mobile outreach: 10 locations
- Project webpage
- Article in local newspapers



Initial Community Input: CART

- More frequent service (weekdays)
- Weekend service
- Increase marketing/outreach activities
- Express/peak-hour (weekday) service to employers in Casa Grande
- Expand/introduce service to...
 - San Tan Valley
 - Eleven Mile Corner Road
 - Arizona City
 - Florence - Anthem and Florence Gardens
 - Randolph Road



Initial Community Input: Cotton Express

- Weekend service
- Increase marketing/outreach activities
- Expand/introduce service to...
 - Imagine Charter School
 - CAVIT
 - Coronado Apartments
 - Youth Center
 - Arizona Training Center



Additional Community Feedback

- Establish local circulators in Florence or Casa Grande
- Develop partnership with larger employers in Casa Grande (to support express/peak-hour service)
- Investigate partnership with Gila River Indian Community



Governance Analysis – CART

- Intergovernmental Agreements (IGA): City of Coolidge, Town of Florence, Pinal County, and Central Arizona College
- IGA expires in September 2016
- Other governance options
- Expand IGA to include additional partners



Next Steps

- Finalize service evaluation
- Present initial recommendations to IGA partners
- Develop Preferred Service Plan
- Prepare Financial and Capital Plans
- Present draft report to the community
- Finalize project report




Questions/Discussion



Central Arizona Regional Transit
Transit Development Plan



	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 9a.
MEETING DATE: April 4th, 2016 DEPARTMENT: Utilities Department STAFF PRESENTER: Jason L. Joynes - Utilities Superintendent SUBJECT: Purchase of two Barnes 6XSHDK4044 Influent Lift Station Submersible Pumps, located at South Wastewater Facility.		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <ul style="list-style-type: none"> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Motion to approve the purchase of two Barnes 6XSHDK4044 influent submersible pumps, for the Utilities Department, from Pump Systems, in an amount not to exceed \$28,868.84

BACKGROUND/DISCUSSION:

On January 21, 2016 the South Plant influent lift station lost control power due to one of the four influent pumps malfunctioning, resulting in pump station overflow. Repairs and modifications were made to the pump station in efforts to prevent this type of overflow from occurring. The malfunctioning pump was sent out for diagnostics and the following was discovered:

- Influent pump two grounded out due to worn pump seal, which shorted the electrical components.
- Pump had severe cavitation in the impeller which is used to convey wastewater upstream. (Believed to be caused by improper installation when originally installed.)
- The current 40HP Barnes submersible pump is obsolete, and parts are no longer available, such as seals, volute, and casing. (Cannot repair pump)

We are requesting replacement for two of the four influent pumps to ensure reliable operation of the influent lift station, preventing sewer back up and overflows within the plant and collection system.

FINANCIAL IMPACT:

There is money in the current budget to fund the purchase of this equipment.

STAFF RECOMMENDATION:

Staff recommends that Town Council approve the purchase of two Barnes 6XSHDK4044 submersible pumps.

ATTACHMENTS:

- Quotes and equipment descriptions.

**Town of Florence
Bid Tabulation Sheet**

General Ledger Account Number 052-575-211

Date Prepared 16-Mar-16 revised

Prepared By Joy Jonas

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

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

Formal Sealed Bid: # _____ Title _____ Opening Date _____ Opening Time _____

Item (include quality, brand, model, color)

Replacement of two Barnes Submersible influent pumps at SWWTP. (Diagnostic was completed on original pump and determined unable to repair.)


Vendor name Contact Person Phone/Fax	Payment Terms (Discount?)	Availability	Who Pays Shipping?	Unit Price	Extended Price	Comments
1 Phoenix Pumps, Inc Phone 602-232-2994 Fax 602-232-2995			Town of Florence	\$17,654.00 x 2 plus 8.1% tax	\$38,167.95	Plus Labor and Freight
2 Bestway Electric Motor Service, CO. Inc Phone 520-884-9141 Fax 520-884-1850			Town of Florence	\$21,175.00 x 2 plus 8.1% tax	\$45,780.36	Plus Labor and Freight
3 Pump Systems, Inc Phone 480-545-8484 Fax 480-545-8787			Town of Florence	\$13,390.00 x 2 plus 7.8% tax	\$28,868.84	Plus Labor and Freight
4 James, Cooke & Hobson, Inc Phone 602-243-0585 Fax 602-276-5402			Town of Florence	\$22,588.00 x 2 plus 7.8% tax	\$48,699.73	Plus Labor

Attach additional page(s), if necessary

Vendor Selected Pump Systems, Inc Address 55 N Sunway Dr. Gilbert, AZ 85233

Justification (if not lowest price)

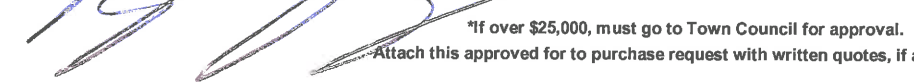
Department Head Approval

 Date 3/22/16

Finance Director Approval

 Date 3-23-16

Town Manager Approval

 Date 3/23/16

*If over \$25,000, must go to Town Council for approval.

Attach this approved for to purchase request with written quotes, if applicable.



PUMP SYSTEMS, INC.

55 N. Sunway Dr.
 Gilbert, AZ 85233
 Phone 480-545-8484 • Fax 480-545-8787

QUOTATION

Quote No: Q0010264
Quote Date: 3/02/2016
Account: TOWFLO

Page 1
 CUSTOMER

QUOTE FOR:
 TOWN OF FLORENCE
 BOX 2670
 FLORENCE, AZ 85232

SHIP TO:
 TOWN OF FLORENCE
 444 NORTH WARNER STREET
 FLORENCE, AZ 85232

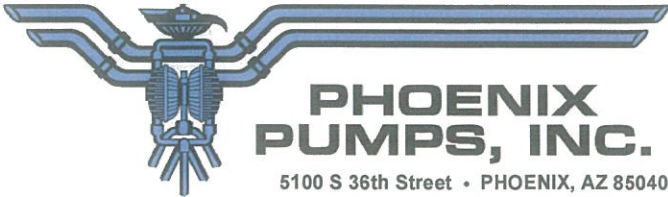
REP	INQUIRY NUMBER	REFERENCE	SHIP VIA	DELIVERY	SHIP FOB
003			TRUCK PPD & ADD	3/31/16	SHIPPING POINT

QTY	UM	ITEM NO	DESCRIPTION	UNIT PRICE	D%	EXT PRICE
2.00		132649	BARNES SUBMERSIBLE PUMPS BARNES M/N 6XSHDK40044, 6" 125# SUBMERSIBLE PUMPS. CAST IRON CONSTRUCTION WITH DUCTILE IRON IMPELLER AND TANDEM MECHANICAL SEAL. DRIVEN BY A 40 HP, 1750 RPM, 460V/3/60, ELECTRIC MOTOR WITH 50' POWER CORD. AVAILABILITY: 3 TO 4 WEEKS FOB: FACTORY, PIQUA, OH	13,390.000		26,780.00

BUYER: JASON JOYNES
 PHONE: (520) 868-7620 EXT

QUOTED BY: ALFREDO FUENTES
 QUOTED EXPIRES: 4/02/2016
 PAYMENT TERMS: NET 20 DAYS

SUBTOTAL	26,780.00
SALES TAX	2,088.84
FREIGHT	0.00
TOTAL QUOTE	28,868.84



PHOENIX PUMPS, INC.

5100 S 36th Street • PHOENIX, AZ 85040
 PHONE: 602-232-2994 • FAX: 602-232-2995
 www.PhoenixPumps.com • AZ License #ROC245283

QUOTATION

No.	3644114
QUOTE DATE	2/1/2016
SALES REPRESENTATIVE	Rich Stingley
DIRECT PHONE NO.	(602) 663-9583
E-MAIL ADDRESS	rstingley@phoenixpumps.com
ACCOUNT MANAGER	Bill Murphy

ACCT. NO.	CUSTOMER
-	Town of Florence
TAX STATUS	PROJECT NAME / REFERENCE
Taxable	Barnes 6SXHD; Grundfos S1.40.A50 alternate

CONTACT	Jason Joynes
PHONE NO.	(520) 251-2515
FAX NO.	(520) 868-9628
E-MAIL ADDRESS	jason.joynes@florenceaz.gov

BILL TO ADDRESS:	SHIP TO ADDRESS:	PAYMENT TERMS
Town of Florence P.O. Box 2670 Florence, AZ 85232-2670	Town of Florence 425 E. Ruggles Road Florence, AZ 85232	C. O. D.
		FREIGHT TERMS
		FOB POINT See Below
		INCOMING Pre-Pay & Add
		OUTGOING Deliver
		SHIP VIA Truck

PHOENIX PUMPS IS PLEASED TO PROVIDE THE FOLLOWING ITEMS FOR YOUR CONSIDERATION:

ITEM#	DESCRIPTION	QTY	PRICE EA.	EXT	LEAD TIME**
	Alternate pump to replace your Barnes pump model 6XSE-HA.				
*6XSHDK40044	Barnes 6XSHDK4044 submersible pump, 6" discharge, cast iron construction with dual vane ductile iron impeller 40 HP, 460 volt, 3 phase, explosion proof motor, 50' power cable. Customer to provide guide rail adapter off old pump to bolt to new pump. Weight Each: 1000 lbs	2	\$17,654.00	\$35,308.00 + Tax 38,167.95	4 Weeks
/FRT	Freight to jobsite	2	\$1,165.00	\$2,330.00	
TOTAL SELL PRICE				\$37,638.00	

* Denotes a non-stock, special order item.

** Product lead times are estimates only.

Excludes Tax and Inbound and Outbound Freight

This quotation is valid for 30 days. Stock items are subject to prior sale. We cannot be responsible for delays due to conditions beyond our control. Phoenix Pumps Terms and Conditions shall apply.



Bestway Electric Motor Service Co., Inc.

728 SOUTH CAMPBELL AVE. / TUCSON, ARIZONA 85719
PHOENIX (480) 883-7253 TUCSON (520)884-9141

February 11, 2016

Quotation #021116-DP

Mr. Jason Joynes
Town of Florence
425 E. Ruggles Rd.
Florence, AZ 85232

RE: Barnes Submersible Influent Pumps at South WWTP

Jason,

Bestway Electric Motor Service is pleased to offer the following for replacement pumps for your obsolete & non repairable Barnes Model 6XSE-HA40044HA, as follows:

Item One: (2) Each - New design Barnes pump, Series 6XSHD40044, a replacement for the older model. It meets the same specifications for flow & head, and is also 40HP, 460v, 3 Ph. Pump is Explosion Proof, Class 1, Division 1, Groups C & D, T4. Please see attached for details of construction and pump curves.

Net Price Each : \$21,175.00

Tax (@ 8.1%): 1,715.18

Total Each Pump: \$22,890.18

Item One: Lot Net for Two (2) Ea: \$45,780.36

Item Two: Labor to install the guide rail adapter from your non repairable pump in our shop, on to one of the new replacement pumps. The second pump, still at your facility, would require you staff to make that switch when the second pump was placed into service. We would then deliver both new pumps and the disassembled original pump at the same time to your facility.

Item Two: Labor Net: \$250.00

Notes:

- Terms Net 30
- Freight prepaid & allowed to Florence, AZ
- Lead Time approximately 3 – 4 weeks

Yours truly,

Drew E. Pringle

Drew E. Pringle
Bestway Electric Motor Service Co., Inc.

QUOTATION # 20160309-007EJL

Page 1 of 2

MARCH 9, 2016

To: **TOWN OF FLORENCE**

Job Name: **FLORENCE SWWTP
INFLUENT PUMP STATION
FLYGT PUMP**

Attn: **JASON JOYNES**

Location: FLORENCE, AZ
Quote By: ERIC J. LORING, P.E.
Bid Date: ASAP

Unless otherwise stated: Prices are firm for 30 days from bid date, payment terms are NET 30 DAYS from shipment. Prices do not include any sales and/or use taxes. Applicable taxes will be added to the invoice at the rate in effect at the time of shipment. Interest shall accrue on past due amounts at 1.5% per month. Freight terms are F.O.B. factory, full freight allowed.

Qty	Description	Each	Total
-----	-------------	------	-------

FLORENCE SWWTP - INFLUENT PUMP REPLACEMENT

MANUFACTURER: **FLYGT**

INFLUENT PUMP STATION

1 FLYGT MODEL NP 3202 SERIES SUBMERSIBLE SEWAGE PUMP (FM EXPLOSION-PROOF) WITH HARD-IRON MATERIALS OF CONSTRUCTION. FLYGT PUMP TO UTILIZE EXISTING SLIDING BRACKET FROM EXISTING PUMP TO BE ABLE TO ADAPT TO EXISTING GUIDE RAIL SYSTEM. FLYGT PUMP TO BE 45 HP (52 FLA), 1775 RPM, 460/3/60 VOLT INVERTER DUTY RATED MOTOR, 50 FEET OF POWER CABLE, FLS (SEAL LEAKAGE AND TEMPERATURE PROTECTION SWITCH) BUILT INTO PUMP TO WORK WITH EXISTING MOTOR STARTERS.

LOT 1-TRIP FOR JCH START-UP AND INSTALL ASSISTANCE CONSISTING OF 1-MAN, CRANE TRUCK, ½ DAY ON-SITE AND COORDINATION WITH INSTALLING FLYGT MINI-CAS INTO EXISTING MOTOR CONTROL CENTER.

TOTAL PRICE	FREIGHT <u>INCLUDED</u> TO FLORENCE, AZ	<u>\$22,588.00</u>
-------------	--	---------------------------

DELIVERY SCHEDULE:
STANDARD FROM FACTORY PUMPS 10-12 WEEKS ARO

APPLICABLE TAXES NOT INCLUDED IN ABOVE PRICE


CONTINUED...

NOTE: EXISTING SLIDING BRACKET TO BE UTILIZED ON NEW FLYGT PUMP IF IT IS POOR CONDITION, A NEW SLIDING BRACKET MAY HAVE TO BE PURCHASED AT AN EXTRA COST TO WHAT IS INCLUDED ABOVE. THIS GOES FOR THE GUIDE RAIL SYSTEM TOO AS IT'S ASSUMED TO BE IN DECENT SHAPE TO BE ABLE TO BE REUSED.

WE ARE NOT INCLUDING:

CONTROLS, CONDUIT, MOTOR STARTERS, JUNCTION BOXES, KELLUM SUPPORT GRIPS FOR PUMP POWER CABLE, PUMP LIFTING CABLE OR CHAIN OR ANY SORT OF LIFTING DEVICE, DAVIT CRANE SYSTEM, OR ITEMS NOT EXPLICITLY DESCRIBED ABOVE.

THANK YOU FOR THE OPPORTUNITY TO QUOTE THIS PROJECT!!

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 9b.
MEETING DATE: April 4, 2016 DEPARTMENT: Administration STAFF PRESENTER: Jennifer Evans, Management Analyst SUBJECT: Intergovernmental Agreement Amendment No. 3 for McFarland State Historic Park	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <ul style="list-style-type: none"> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other	

RECOMMENDED MOTION/ACTION:

Approval of Amendment No. 3 to extend the Intergovernmental Agreement (IGA) between the Arizona State Parks Board (Board) and Town of Florence (Town) for McFarland State Historic Park (Park) operations beginning on the date of the last signature and expiring June 30, 2019.

BACKGROUND/DISCUSSION:

The Town entered into a partnership with the Board on October 18, 2010 for operation of the Park. Since 2013, the Greater Florence Chamber of Commerce has had a Professional Services Agreement with the Town of Florence that includes management of the Park.

Amendment No. 3 to the original IGA for operation of the Park includes the following changes:

1. Extends the contract for management of the Park until June 30, 2019 unless otherwise cancelled or terminated.
2. Requires additional monthly reporting that includes total daily operating costs; Junior Ranger Program contacts; attendance, revenue, and costs for programs, classes, and special events.
3. Requires the Town to accept as a form of payment and/or sell Arizona State Parks gift cards. If this program is implemented, an amendment to the IGA will be issued that provides details on procedures.
4. Adds replacement of the existing monument sign, construction of a wall on the north side of the property, planting of trees, and installation of benches to Exhibit 3, List of Potential Construction Improvements.

5. Adds language to Exhibit 4, Merchandise, stating that no less than 20% of gift shop product inventory will be made in Arizona.

FINANCIAL IMPACT:

There will be no fiscal impact to the IGA amendment for the Park.

STAFF RECOMMENDATION:

Staff recommends approval of the IGA amendment for continued partnership with the Arizona State Parks Board for operation of McFarland State Historic Park.

ATTACHMENTS:

Intergovernmental Agreement – 2010

Intergovernmental Agreement Amendment No. 1 - 2011

Intergovernmental Agreement Amendment No. 2 - 2013

Intergovernmental Agreement Amendment No. 3 - 2016



INTERGOVERNMENTAL AGREEMENT AMENDMENT

ARIZONA STATE PARKS

Procurement
23751 N. 23rd Ave., Suite 190
Phoenix, Arizona 85085
(602) 542-6925

Contract No: PR11-027 **Amendment No:** 3

Contractor: Town of Florence **Amendment Issued:** 3/14/16

Agreement Expiration: 6/30/19 **Original Execution:** 10/22/10

Purpose: Amend and extend Partnership Agreement for
McFarland State Historic Park

Contract Officer:

Keith Chamberlain, Partnering Liaison

Phone: 602-542-6936

Email: kchamberlain@azstateparks.gov

In accordance with the above-mentioned Agreement, the following sections are amended as follows:

1. Section IV(B)(8), ADD the following language:

b. The BOARD agrees that the TOWN may execute a Professional Service Agreement ("PSA") and Lease Agreement ("LEASE") with a third party ("PARTY") to provide: staffing services for the operation of the PARK, a location for the TOWN's visitor center and office space. The PSA is not prohibited by this paragraph and the PSA will incorporate the terms of this IGA by reference. The TOWN shall notify the BOARD if any of the terms of the PSA change, including the identity of any PARTY to the PSA, by providing 20-calendar day advanced written notice of this change. Any PSA shall terminate upon termination of this Agreement.

2. Section IV(B)(9)(a), ADD the following language:

- viii. Total operating costs (daily);
- ix. Junior Ranger Program contacts;
- x. Attendance, revenue, and costs for programs, classes, and special events

3. Section IV(B)(9)(b), amend the following language:

REPLACE: "msnyder@azstateparks.gov" with "kchamberlain@azstateparks.gov"

REPLACE: "Fiscal Services Section" with "Procurement Services"

DELETE: "Administrative Services Division"

REPLACE: "1300 W. Washington, Phoenix, AZ 85007" with "23751 N. 23rd Ave. Suite 190, Phoenix, AZ 85085"

REPLACE: "(602) 542-6938" with "(602) 542-6936"

4. Section V(A), Term and Duration, ADD the following language to the end of the paragraph:

This IGA is extended and shall continue until June 30, 2019, unless earlier cancelled or terminated.

5. Section VIII. FINANCIAL, ADD the following language:

D. At the option of the BOARD, the TOWN must accept BOARD Gift Cards as a form of payment. BOARD Gift Card processing equipment will be provided by the BOARD for the TOWN's use. The TOWN may be required to sell BOARD Gift Cards. In the event the TOWN is required to accept BOARD Gift Cards as a form of payment and/or sell BOARD Gift Cards, an amendment to this IGA shall be issued providing details on necessary procedures.

6. Section XI(A)(1), REPLACE "himanshu.patel@florenceaz.gov" with "brent.billingsley@florenceaz.gov".

7. Section XI(A)(2), amend the following language:

REPLACE: "Procurement Officer" with "Executive Director"

REPLACE: "1300 W. Washington, Phoenix, Arizona 85007" with "23751 N. 23rd Ave. Suite 190, Phoenix, AZ 85085"



INTERGOVERNMENTAL AGREEMENT AMENDMENT

ARIZONA STATE PARKS

Procurement
23751 N. 23rd Ave., Suite 190
Phoenix, Arizona 85085
(602) 542-6925

Contract No: PR11-027 **Amendment No:** 3

Contractor: Town of Florence **Amendment Issued:** 3/14/16

Agreement Expiration: 6/30/19 **Original Execution:** 10/22/10

Purpose: Amend and extend Partnership Agreement for
McFarland State Historic Park

Contract Officer:

Keith Chamberlain, Partnering Liaison

Phone: 602-542-6936

Email: kchamberlain@azstateparks.gov

REPLACE: "skendrick@azstateparks.gov" with "sblack@azstateparks.gov"

8. Section XI. NOTICES, ADD:

C. Day-to-day communication regarding this IGA and the maintenance and operation of McFarland State Historic Park may be directed to:

1. Jennifer Evans, Management Analyst, Town of Florence. Office phone: (520) 868-7549; Email: Jennifer.evans@florenceaz.gov
2. Keith Chamberlain, Partnering Liaison, Arizona State Parks. Office phone: (602) 542-6936; Email: kchamberlain@azstateparks.gov

9. Exhibit 3, ADD the following language:

1. Replace existing monument sign.
2. Construct a wall along the northern boundary of the courtyard to effectively screen the PARK from the neighboring property.
3. Add trees to courtyard area.
4. Add benches to courtyard area.

10. Exhibit 4, MERCHANDISE, ADD the following language:

- No less than 20% of gift shop product inventory must be made in Arizona. The ASPB Gift Shop has Arizona-made products available for purchase and can assist with sourcing and product development.

10. Exhibit 4, ASPB PRODUCTS, 3. Purchasing, amend the following language:

REPLACE: "FAX: (602) 364-1518 " with "FAX: (602) 542-4180"

11. An authenticated copy of the TOWN's action authorizing this Amendment shall be attached.

12. All other provisions of this Agreement shall remain in full force and effect.

13. In the event of a conflict between the original and previous amendments, the terms of this Amendment shall prevail.

14. Signature Authority

- a. This Amendment is entered into and is effective as of the date of the last signature.
- b. This contract may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.
- c. All PARTIES to this Agreement acknowledge that signatures by electronic means are acceptable and legally binding.
- d. By signing below, the signer certifies the authority to enter into this Amendment and has read the foregoing and agrees to accept the provisions herein.



INTERGOVERNMENTAL AGREEMENT AMENDMENT

ARIZONA STATE PARKS

Procurement
23751 N. 23rd Ave., Suite 190
Phoenix, Arizona 85085
(602) 542-6925

Contract No: PR11-027 **Amendment No:** 3
Contractor: Town of Florence **Amendment Issued:** 3/14/16
Agreement Expiration: 6/30/19 **Original Execution:** 10/22/10
Purpose: Amend and extend Partnership Agreement for
McFarland State Historic Park

Contract Officer:
Keith Chamberlain, Partnering Liaison
Phone: 602-542-6936
Email: kchamberlain@azstateparks.gov

RESERVED FOR ARIZONA STATE PARKS	RESERVED FOR TOWN OF FLORENCE
Signature Date	Signature Date
Sue Black, Executive Director	Brent Billingsley, Town Manager
<small>Typed Name and Title</small>	<small>Typed Name and Title</small>
Arizona State Parks Board	Town of Florence
<small>Entity Name</small>	<small>Entity Name</small>
23751 N. 23 rd Ave., Suite 190	775 N. Main Street
<small>Address</small>	<small>Address</small>
Phoenix, AZ 85085	Florence, AZ 85132
<small>City State Zip</small>	<small>City State Zip</small>
RESERVED FOR THE ATTORNEY GENERAL	RESERVED FOR TOWN OF FLORENCE ATTORNEY
<p>PR11-027, which is an Intergovernmental 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 those Parties to the Agreement represented by the Attorney General this</p> <p style="text-align: center;">15th day of <u>March</u>, 2016</p> <p style="text-align: center;"><i>Mark Brnovich</i> The Attorney General</p> <p style="text-align: center;"> Assistant Attorney General Signature 3/15/16 Date</p>	<p>I have reviewed the Intergovernmental Agreement between the Arizona State Parks Board and Town of Florence and declare this agreement to be in proper form and within the powers of authority granted to the Town of Florence under the laws of the State of Arizona this</p> <p style="text-align: center;">_____ day of _____, 2016</p> <p style="text-align: center;">Town Attorney Signature Date</p>
RESERVED FOR THE TOWN CLERK	<p>I, _____, Florence Town Clerk, do hereby certify that the foregoing and attached Intergovernmental Agreement between the Arizona State Parks Board and the Town of Florence was passed and adopted by the Florence Town Council, at the regular meeting held this _____ day of _____, 2016.</p> <p style="text-align: center;">ATTEST</p> <p style="text-align: center;">Town Clerk Signature Date</p>



INTERGOVERNMENTAL AGREEMENT

Between
Arizona State Parks Board
and
Town of Florence

ASPB IGA Ref No. PR11-027

Contract Officer: Sharon Kendrick, CPPB

TOWN Ref No.

RE: MSHP AGREEMENT

Page 1 of 29

Issued: October 4, 2010

THIS INTERGOVERNMENTAL AGREEMENT (IGA) is made between TOWN OF FLORENCE (the "TOWN"), a political subdivision of the State of Arizona, and the ARIZONA STATE PARKS BOARD (the "BOARD" or "ASPB"), an agency of the State of Arizona. Individually either of these entities may be referred to as "PARTY" and collectively they may be referred to as "PARTIES."

I. **AUTHORITIES**

A. **BOARD:**

1. **General:**

a. A.R.S. § 11-952, authorizes the PARTIES to enter into Intergovernmental Agreements.

2. **Specific:**

a. **BOARD:**

i. A.R.S. § 41-511.03 authorizes the BOARD to select, acquire, preserve, establish and maintain areas of historical interest for the education, pleasure, recreation, and health of the people.

ii. A.R.S. § 41-511.04 (A) (2) authorizes the BOARD to manage, develop and operate state parks.

iii. A.R.S. § 41-511.04 (A) (6) authorizes the BOARD to enter into agreements with other local governments to protect state parks.

iv. A.R.S. § 41-511.05 (2) authorizes the BOARD to enter into Agreements to perform its duties.

v. A.R.S. § 41-511.10 authorizes the BOARD to reject any donations, gifts or properties it finds unsuitable.

B. **TOWN:**

1. **General:**

a. A.R.S. §§ 9-494 (A) authorizes the TOWN to establish and maintain public parks and to acquire, hold and improve real property for that purpose.

b. A.R.S. §§ 11-931 through -933 authorizes the TOWN to establish public parks and to enter into cooperative agreements to maintain and administer public parks

II. **RECITALS:**

A. **WHEREAS**, McFarland State Historic Park (hereinafter called "PARK"), is owned and operated by the BOARD, and,

B. **WHEREAS**, the BOARD is the owner of, and has the authority to manage the PARK, to acquire, manage, and plan state historic sites, and to contract with governmental entities to accomplish these purposes; and

C. **WHEREAS**, the TOWN has the statutory authority to establish and maintain public parks; and on March 17, 2010 the TOWN Council authorized the TOWN Administrator to execute an agreement with the BOARD to operate the PARK; and

D. **WHEREAS**, it is understood and agreed by the PARTIES that the TOWN will be expending money from time to time for the purpose of making appropriate and necessary repairs and improvements to the PARK; and



INTERGOVERNMENTAL AGREEMENT

Between
Arizona State Parks Board
and
Town of Florence

ASPB IGA Ref No. PR11-027
Contract Officer: Sharon Kendrick, CPPB

TOWN Ref No.

RE: MSHP AGREEMENT

Page 2 of 29

Issued: October 4, 2010

- E. WHEREAS, the TOWN and the BOARD recognize the importance of keeping the PARK open to the public at this time, and further recognize that the current budget deficits of the State of Arizona make it difficult for the BOARD to commit adequate funds to operate and maintain the PARK; and
- F. WHEREAS, the TOWN is willing and able to cooperatively maintain and operate the PARK for a period of time; and
- G. WHEREAS, the TOWN is willing to contribute its expertise, property and exhibits to this cooperative agreement; and
- H. WHEREAS, both TOWN and the BOARD agree that responsibility for maintenance and operational expenses will be resumed by the BOARD when it is able to do so;

NOW, THEREFORE, the PARTIES agree as follows:

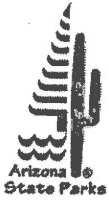
III. PURPOSE

The BOARD enters into this IGA with the TOWN to cooperatively maintain and operate the PARK. The PARK is located at 24 W Ruggles Street, Florence, Arizona 85132, as shown in Exhibit 1 attached and made part of this IGA by reference. The PARTIES anticipate that when the BOARD believes it has sufficient funds to operate the PARK, the BOARD will resume operation of the PARK, and the BOARD and TOWN will work together to develop a plan of operation for the PARK that may include continued financial support from the TOWN for the operation of the PARK.

IV. RESPONSIBILITIES

A. BOARD:

1. **FUNDING.** The BOARD may provide funding, if available, for emergency maintenance repairs and/or construction improvement projects agreed upon by the PARTIES to this IGA.
2. **VISITS and INSPECTIONS.** The BOARD will periodically visit, inspect, and monitor all or any portions of the PARK to ensure compliance with the terms and conditions of this IGA. BOARD staff may interview TOWN personnel and volunteers, take photographs, examine documents, take notes and record data during these site inspections. The BOARD will provide a written report of its findings to the TOWN within a reasonable time after the visit. If deficiencies are found, the BOARD may require corrective actions be implemented by the TOWN or may take corrective action as permitted by this IGA.
3. **LANDSCAPE MAINTENANCE.** The Board will provide routine grounds maintenance and upkeep of the exterior premises of the PARK. The BOARD may utilize Department of Corrections inmate labor for this task.
4. **The BOARD** will retain responsibility of the Archives Building located on Parcel B (Exhibit 1) with the exception of the restrooms, which will be operated and maintained by the TOWN.
5. **MANAGEMENT OVERSIGHT.** The BOARD agrees that it will maintain management oversight over the PARK to ensure that the feel of the PARK remains consistent with and comparable to other BOARD facilities.



INTERGOVERNMENTAL AGREEMENT

Between
Arizona State Parks Board
and
Town of Florence

ASPB IGA Ref No. PR11-027
Contract Officer: Sharon Kendrick, CPPB

TOWN Ref No.

RE: MSHP AGREEMENT

Page 3 of 29

Issued: October 4, 2010

B. TOWN:

1. **PARK IDENTITY.** The TOWN agrees that the PARK name will remain *McFarland State Historic Park* and it shall be referred to as such in all literature and signage. With written permission from the BOARD, the TOWN may add verbiage to the name such as "Operated cooperatively by the TOWN and the Florence Main Street Program" or other such descriptive variant, and may reference the fact that the Main Street Program visitor center is located within the PARK.
2. **PARK CONTACT INFORMATION.** The TOWN shall keep and maintain all current contact information for the PARK, i.e. telephone numbers, addresses, P.O. boxes, etc. This will avoid misinformation and confusion that could result from changing this information.
3. **COMPLIANCE WITH LAW.** The TOWN shall make those efforts necessary to ensure that the PARK is not used for any unlawful purpose, and ensure that it does not cause, maintain or permit any nuisance in, on or about the PARK.
4. **The TOWN** agrees to operate and maintain Parcels A, C & D (Exhibit 1) with the following stipulation. Parcel D may be used as an overflow area for the TOWN'S Public Works Department, provided no potentially hazardous material or debris is introduced therein. The TOWN also agrees to operate and maintain the restrooms located on Parcel B.
5. **BUILDING MAINTENANCE.**
 - a. The TOWN is responsible to maintain the interior and exterior of the building, as shown in Exhibit 2. Maintenance means, "those activities necessary to keep a facility in good working order and professional in appearance," and the TOWN agrees that it will keep the facilities of the PARK in at least as good a condition as other TOWN-maintained facilities. Construction Improvements, as referenced in Section IV, C are not considered to be maintenance, and are not the responsibility of the TOWN.
 - b. In the event of a life safety emergency or natural disaster affecting either the interior or exterior of the PARK, the TOWN shall immediately contact the BOARD's Chief of Development to report the extent of the emergency. In time-critical situations, when the Chief of Development is unavailable, the TOWN may temporarily protect and stabilize the affected portions of the PARK until the BOARD's Chief of Development can assess the damage and repairs can commence. The TOWN shall follow-up with a written report. Emergency construction repairs to the PARK shall be the responsibility of the BOARD and will proceed as soon as practicable.
6. **UTILITIES.** The TOWN agrees to pay 100% of all utility costs for phone, gas, internet, alarm system(s), trash, water, and wastewater of the PARK during the time the PARK is operated and maintained cooperatively with the TOWN. The PARTIES agree to share the cost of electricity used at the PARK with the TOWN paying 85% and the BOARD paying 15%.
7. **LIENS.** The TOWN shall keep the PARK free from any liens arising out of any work performed, materials furnished or obligations incurred by the TOWN.



INTERGOVERNMENTAL AGREEMENT

**Between
Arizona State Parks Board
and
Town of Florence**

ASPB IGA Ref No. PR11-027
Contract Officer: Sharon Kendrick, CPPB

TOWN Ref No.

RE: MSHP AGREEMENT

Page 4 of 29

Issued: October 4, 2010

8. ASSIGNMENT AND SUBLETTING.

- a. The TOWN may not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, or encumber this IGA or any interest therein.
- b. The BOARD acknowledges that the TOWN may execute a Professional Service Agreement ("PSA") with the Florence Main Street Program ("FMSP") to provide: staffing and professional curation services for the operation of the PARK, a location for the TOWN's visitor center and the FMSP offices, and that the PSA is not prohibited by this paragraph. The PSA will incorporate the terms of this IGA by reference, and the TOWN understands that it is ultimately responsible for the performance of FMSP under this IGA. The Town shall notify the BOARD if any of the terms of the PSA change, including the identity of any PARTY to the PSA, by providing a 60-calendar day advanced written notice of this change.
- c. The TOWN or FMSP may enter into short-term agreements with third parties for the use of PARK. The TOWN shall notify the BOARD of any such agreements within 15 days after said agreements are in place. The term of any such agreements shall not exceed the term of this IGA. Further, any such agreements shall terminate upon the termination of the IGA. Any and all revenue derived from the agreements shall be paid to the town.

9.

INFORMATION REPORTING:

- a. The TOWN shall report the following information monthly to the Fiscal Services Section of the BOARD'S Administrative Services Division on forms supplied by the Section:
 - i. Day use attendance
 - ii. Day use revenues
 - iii. Visitors utilizing the annual pass
 - iv. Concessionaire revenues
 - v. Gift shop revenues
 - vi. Special event revenues
 - vii. Donation revenues
- b. The TOWN shall submit reporting information electronically in Microsoft Excel format either by email to msnyder@azstateparks.gov or mail to Fiscal Services Section, Arizona State Parks, Administrative Services Division, 1300 W. Washington, Phoenix, AZ 85007; Tel. (602) 542-6938.
- c. Upon request by the BOARD, the TOWN shall provide supporting details of monthly report(s) as defined in this section.

C. Shared Responsibilities of the BOARD and the TOWN

- 1. **CONSTRUCTION IMPROVEMENTS.** The TOWN and the BOARD recognize that some of the facilities in the PARK are in need of maintenance, repair or replacement. A list of potential construction improvements is attached as Exhibit 3. To the extent possible, the TOWN and the BOARD will work together to secure funds for these



INTERGOVERNMENTAL AGREEMENT

Between
Arizona State Parks Board
and
Town of Florence

ASPB IGA Ref No. PR11-027
Contract Officer: Sharon Kendrick, CPPB

TOWN Ref No.

RE: MSHP AGREEMENT

Page 5 of 29

Issued: October 4, 2010

construction improvements. Construction improvement projects include any construction, renovation, repair or replacement of any facilities at the PARK, as deemed necessary to operate the Park by the Chief of Development of the BOARD.

- a. The TOWN shall provide project management services to complete design of construction improvement projects agreed to by the PARTIES.
- b. All construction improvement projects on the PARK shall be contracted and procured by the TOWN in conformance with current TOWN procedures. All construction must comply with the Arizona Registrar of Contractors Statutes and Rules.
- c. The TOWN shall create and provide a detailed scope of work, with plans and specifications sealed by an Arizona Registered Architect or Engineer, for any construction improvement projects, and shall provide this scope of work, including the plans and specifications, to the BOARD's Chief of Development.
- d. Prior to beginning any construction, the TOWN shall receive written approval of said Scope of Work and plans and specifications, from the BOARD's Chief of Development. This approval is for scope, type, quantity and location only. The TOWN is responsible for design and code compliance including the requirements of the State Fire Marshall. The Chief of Development shall have adequate time to review, for approval, all required documents submitted by the TOWN. Upon completion of each project, the TOWN shall submit to the Chief of Development, a sealed copy of AS-BUILT DRAWINGS on CD or DVD media.
- e. The TOWN shall obtain all necessary permits, concurrences and authorizations, required. Copies of all permits, concurrences and authorizations shall be submitted to the BOARD's Chief of Development with a detailed schedule of progress for said project(s).
- f. Any repairs to historic buildings that affect building materials or character-defining elements shall be discussed with the BOARD's Chief of Development to ascertain whether or not the repair shall require review and approval of State Historical Preservation Office (SHPO).
- g. All previous Historic Structures Reports, Building Conditions Assessments or Historic Building Preservation Plans that have been completed for the BOARD or SHPO shall be used as a basis for repairs, improvements or construction improvement projects.
- h. All improvements, repairs and installations to historic buildings shall meet the Secretary of the Interior's Standards for historic structures. The Chief of Development will consider all improvements, repairs and installations complete upon his final approval.
- i. Permanent structures constructed on the PARK shall become the property of the BOARD upon the expiration or termination of this IGA.

2. INDIVIDUAL COMPETENCIES AND TRAINING.

- a. Any individual working in the PARK, either paid or unpaid, shall be familiar with:
 - i. The significance of the facility and the reasons why it is part of the Arizona State Park system.



INTERGOVERNMENTAL AGREEMENT

Between
Arizona State Parks Board
and
Town of Florence

ASPB IGA Ref No. PR11-027
Contract Officer: Sharon Kendrick, CPPB

TOWN Ref No.

RE: MSHP AGREEMENT

Page 6 of 29

Issued: October 4, 2010

- ii. Care and maintenance of artifacts and museum collections.
 - iii. Visitor contact and interpretive education practices.
 - b. Examples of PARK staff duties include, but are not limited to:
 - i. Inspecting grounds, equipment, buildings and museum facilities for necessary repairs, security and safety problems or hazards.
 - ii. Serving as an interpretive guide and providing information and programs to the visiting public.
 - c. The BOARD will conduct training programs at the PARK covering the topics listed above. Any individual working at the PARK must attend this training within the first three months of their work at the PARK.
- 3. **ARTIFACT COLLECTIONS.**
 - a. Within 30-business days of the effective date of this IGA, the BOARD will inventory and remove property and equipment as provided below.
 - b. The TOWN will properly protect and care for artifact collections located within the PARK and will follow standard museum practices described in *The National Park Service Museum Handbook*. An electronic version of this handbook shall be provided to the TOWN by the BOARD.
 - c. The TOWN will be solely responsible for the safety of artifacts on display, exhibits and library items. The BOARD will remain responsible for non-displayed artifacts stored at the PARK, and these objects will not be available for inspection, research or display without specific permission from the Cultural Resources staff of the BOARD. Should the TOWN wish to display and exhibit certain of the non-displayed artifacts, the BOARD will consider providing those artifacts upon the presentation of and mutual agreement on an exhibit plan.
 - d. The TOWN will provide and monitor proper heating, cooling and ventilation for the buildings. Open Windows must have proper screening to prevent insect infestation.
 - e. The TOWN will routinely clean and maintain the buildings and the exterior of exhibit cases. The TOWN must consult with the Cultural Resources staff of the BOARD prior to cleaning furnishings and/or if access to the interior of exhibit cases is needed.
 - f. The TOWN shall maintain and monitor security to protect the artifact collections and exhibits in the PARK. This includes the upkeep of the security system and monitors in the buildings and museum, as well as visual inspection of the grounds.
 - g. The TOWN will maintain and monitor outside interpretive panels and exhibits.
 - h. The TOWN will immediately report any damage to or theft of artifacts or exhibits to the BOARD and to the police of the local jurisdiction.
 - i. The BOARD will also regularly monitor the historic resources, including the buildings, museum and grounds.
 - j. If the TOWN wants to move, handle, rearrange, change, repair, or conserve any of the artifacts, it must secure advance permission from the BOARD in writing.



INTERGOVERNMENTAL AGREEMENT

Between
Arizona State Parks Board
and
Town of Florence

ASPB IGA Ref No. PR11-027
Contract Officer: Sharon Kendrick, CPPB

TOWN Ref No.

RE: MSHP AGREEMENT

Page 7 of 29

Issued: October 4, 2010

Similarly, any planning, rearranging, moving, or changing of exhibits requires prior consultation in writing and approval from the BOARD.

- k. The PARK contains both artifacts in the collection and educational objects. Educational objects may be used by the TOWN for demonstration purposes, whereas artifacts may not. The BOARD will provide the TOWN a list of educational objects prior to the expiration of the 30-business day transition period.
- l. The collections at the PARK may include objects on loan from individuals or other institutions. The BOARD will inform the TOWN of any special requirements relating to these artifacts.
- m. Any donations of artifacts or archival materials offered to the PARK shall be approved by the cultural resources staff of the BOARD prior to acceptance, and shall become property of the BOARD. BOARD procedures for donations of artifacts or materials shall be followed.

4. TRANSITION AND STORAGE.

- a. The TOWN may begin operations to re-open the PARK immediately upon the effective date of this agreement. The TOWN shall allow the BOARD five (5) business days from the effective date of this agreement to remove all non-essential property and records from the PARK.
- b. The BOARD shall use the McFarland Archives building, located on Parcel B, to store BOARD property and equipment.

5. GIFT SHOP OPERATION AND MERCHANDISE.

- a. The TOWN will operate the gift shop area of the PARK so that it retains the look and feel of an Arizona State Park gift shop. Any alterations to the existing configuration of the gift shop area must be pre-approved by and done in consultation with the gift shop staff of the BOARD. The TOWN shall retain all revenue from the operation of the gift shop.
- b. All gift shop furniture and fixtures remain the property of the BOARD and shall not be altered, removed or disposed of by the TOWN without written permission from the gift shop staff of the BOARD.
- c. The BOARD will make gift shop merchandise available to the TOWN for purchase, subject to the terms and conditions specified in Exhibit 4, ASPB Gift Shop Merchandise Policy For IGA Partners. Gift shop merchandise shall only be sold at the PARK. The BOARD must receive initial payment for gift shop merchandise already located at the PARK on or before the date the TOWN takes possession of the PARK. The TOWN may choose alternately not to purchase merchandise located at the PARK, and the BOARD agrees that it will remove the non-purchased merchandise prior to the date the TOWN takes possession of the PARK.
- d. Upon resumption of operational responsibility by the BOARD, the BOARD will purchase from the TOWN that portion of the Gift Shop merchandise remaining



INTERGOVERNMENTAL AGREEMENT

Between
Arizona State Parks Board
and
Town of Florence

ASPB IGA Ref No. PR11-027
Contract Officer: Sharon Kendrick, CPPB

TOWN Ref No.

RE: MSHP AGREEMENT

Page 8 of 29

Issued: October 4, 2010

in the possession of the TOWN that was acquired from the BOARD. Payment for Gift Shop merchandise will be made to the TOWN within 30-calendar days of receipt of their invoice. Inventory of the Gift Shop will be completed by the PARTIES prior to the BOARD's resumption of operational responsibility of the PARK.

6. MARKETING

The PARTIES agree that the BOARD's cross-marketing materials (e.g., park-specific rack cards, and other marketing materials) will continue to be made available to visitors at the PARK to provide information regarding other parks and events within the state parks system and that Florence Main Street Program cross-marketing materials may be made available in the same manner at the PARK.

V. TERM, DEFAULT, REMEDIES, AND TERMINATION.

- A. Term and Duration: This IGA is entered into and is effective as of the date on which the last of all required signatures is affixed hereto, and shall continue until June 30, 2013, unless earlier cancelled or terminated in accordance with the terms of this IGA. This IGA may be extended for two additional three-year periods, upon written advance notice by either party, prior to expiration and the written agreement of the PARTIES.
- B. Default: In the event that either PARTY is in default of its obligations and such default continues un-remedied for a period of 30-calendar days after written notice, the other PARTY may elect, upon not less than sixty 60-calendar days prior written notice, to terminate this IGA; provided, however, that if the nature of the default is such that more than 30-calendar days are reasonably required for its cure, then the PARTY shall not be deemed to be in default if the PARTY commences such cure within said 30-calendar day period and thereafter diligently prosecutes such cure to completion Nothing in this provision shall preclude the PARTY alleging the default from pursuing other remedies that exist in law or in equity.
- C. Termination: This IGA may be terminated by either PARTY upon 90-calendar days written notice to the other PARTY of its intention to terminate. Neither PARTY shall incur new obligations under this IGA once notice of termination has been provided.

VI. DISPOSAL OF PROPERTY.

- A. Any permanent structures constructed on the PARK during the term of this IGA shall become the property of the BOARD upon the expiration or termination of this IGA.
- B. All equipment purchased for the operation of the PARK with funds provided by the TOWN designated under this IGA shall become the property of the TOWN upon the expiration or termination of this IGA.

VII. RESUMPTION OF OPERATIONAL RESPONSIBILITY BY THE BOARD.

- A. Upon abandonment, cancellation, revocation or termination of this IGA, the TOWN shall restore the PARK to its original condition, to the satisfaction of the BOARD. Such restoration shall include, but shall not be limited to, removal of any and all material, equipment, facilities, temporary structures, or debris, deposited by TOWN on the PARK. If the TOWN fails to



INTERGOVERNMENTAL AGREEMENT

Between
Arizona State Parks Board
and
Town of Florence

ASPB IGA Ref No. PR11-027
Contract Officer: Sharon Kendrick, CPPB

TOWN Ref No.

RE: MSHP AGREEMENT

Page 9 of 29

Issued: October 4, 2010

remove all such material, equipment, facilities, temporary structures, or debris within a reasonable period, as determined by the BOARD, they shall be forfeited and become the property of the State, but the TOWN shall remain liable for the cost of removal of all materials and for restoration of the PARK.

- B. In the event this IGA is not renewed or is canceled, the TOWN shall peaceably surrender the possession of the PARK upon the effective date of the cancellation or expiration of the term of this IGA. The TOWN may not hold over upon the expiration or cancellation of this IGA for any reason. The provisions of this paragraph shall not be deemed to limit or constitute a waiver of any other rights or remedies of the BOARD provided herein or at law. If the TOWN fails to surrender the PARK upon the termination or expiration of this IGA, in addition to any other liabilities to BOARD accruing therefrom, the TOWN shall protect, defend, indemnify and hold the BOARD harmless for, from and against all loss, costs (including reasonable attorneys' fees) and liability resulting from such failure.
- C. After the expiration, cancellation, or termination of this IGA, the TOWN shall execute, acknowledge and deliver to the BOARD within 30-calendar days after written demand from the BOARD to the TOWN, any document requested by the BOARD quitclaiming any right, title or interest in the PARK to the BOARD.

VIII. FINANCIAL

- A. The PARTIES understand and agree that this IGA shall be subject to available funding, and nothing in this IGA shall bind the PARTIES to performance or expenditures in excess of funds authorized and appropriated for the purposes outlined in this IGA.
- B. The TOWN shall charge fees according to the BOARD's approved fee schedule, and honor the BOARD's Annual Park Passes, Retiree Lifetime Passes and ASPB Volunteer Passes. In the event legislation is enacted that authorizes free admission to the BOARD's parks, the TOWN shall comply with the law, or may terminate in accordance with the terms of this IGA. Any and all revenue derived from the operation of the PARK, shall be paid to the TOWN.
- C. SPECIAL EVENTS - REVENUE AND MANAGEMENT. The TOWN may authorize special events at the PARK. Special Events shall conform to the BOARD's rules and policies governing Special Events. ASPB's Special Use Permit Application Materials Package is provided in Exhibit 5 and shall be used by the TOWN. All net revenues generated by Special Events held at the PARK shall be used for the operation and maintenance of the PARK.

IX. INSURANCE

- A. Insurance: Insurance Requirements for Governmental PARTIES to the IGA: None.
1. Insurance Requirements for Any Contractors Used by a Party to the IGA: (Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.



INTERGOVERNMENTAL AGREEMENT

Between
Arizona State Parks Board
and
Town of Florence

ASPB IGA Ref No. PR11-027
Contract Officer: Sharon Kendrick, CPPB

TOWN Ref No.

RE: MSHP AGREEMENT

Page 10 of 29

Issued: October 4, 2010

2. Minimum Scope And Limits Of Insurance: Contractor shall provide coverage with limits of liability not less than those stated below.

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

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

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000

Personal and Advertising Injury	\$1,000,000
---------------------------------	-------------

Blanket Contractual Liability – Written and Oral	\$1,000,000
--	-------------

Fire Legal Liability	\$ 50,000
----------------------	-----------

Each Occurrence	\$1,000,000
-----------------	-------------

(1) The policy shall be endorsed to include the following additional insured language: **“The State of Arizona and Arizona State Parks officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.**

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

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

ii. **Business Automobile Liability**

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

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

(1) The policy shall be endorsed to include the following additional insured language: **“The State of Arizona and Arizona State Parks officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.**

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

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



INTERGOVERNMENTAL AGREEMENT

**Between
Arizona State Parks Board
and
Town of Florence**

ASPB IGA Ref No. PR11-027
Contract Officer: Sharon Kendrick, CPPB

TOWN Ref No.

RE: MSHP AGREEMENT

Page 11 of 29

Issued: October 4, 2010

iii. Worker's Compensation and Employers' Liability

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

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

- 3. Additional Insurance Requirements: The policies are to contain, or be endorsed to contain, the following provisions:
 - a. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees and the other governmental entity wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.
 - b. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
 - c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) Party to the IGA.
- 4. Notice Of Cancellation: Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after 30-calendar days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to Arizona State Parks, 1300 W. Washington Room 220, Phoenix, AZ 85007 and shall be sent by certified mail, return receipt requested.
- 5. Acceptability Of Insurers: Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A-VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- 6. Verification Of Coverage: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.



INTERGOVERNMENTAL AGREEMENT

Between
Arizona State Parks Board
and
Town of Florence

ASPB IGA Ref No. PR11-027
Contract Officer: Sharon Kendrick, CPPB

TOWN Ref No.

RE: MSHP AGREEMENT

Page 12 of 29

Issued: October 4, 2010

- a. All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
 - b. All certificates required by this Contract shall be sent directly to Arizona State Parks, 1300 W. Washington, Room 220, Phoenix, AZ 85007. The State of Arizona project/contract number and project description must be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. Do not send certificates of insurance to the state of Arizona's Risk Management Division.
7. Subcontractors: Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
 8. Approval: Any modification or variation from the *insurance requirements* in this IGA must have prior approval from the State of Arizona Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
 9. Exceptions: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

X. GENERAL TERMS AND CONDITIONS

- A. Amendment: This IGA may be amended only in writing by the PARTIES hereto. Amendments must be approved with the same formality as was this IGA.
- B. Arizona Law: This IGA shall be governed by and construed in accordance with the laws of the State of Arizona.
- C. Immigration Compliance: All PARTIES shall comply with all applicable federal immigration laws and regulations including Governor's Executive Order 2005-30 and any successor statutes.
- D. Equal Opportunity/Non-Discrimination: The PARTIES shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, 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 PARTIES shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.
- E. Records: Pursuant to A.R.S. § 35-214, all books, accounts, reports, files and other records relating to this IGA shall be subject at all reasonable times to inspection by the State of Arizona for five years after the completion of this IGA. Such records shall be reproduced as designated by the State of Arizona.



INTERGOVERNMENTAL AGREEMENT

Between
Arizona State Parks Board
and
Town of Florence

ASPB IGA Ref No. PR11-027
Contract Officer: Sharon Kendrick, CPPB

TOWN Ref No.

RE: MSHP AGREEMENT

Page 13 of 29

Issued: October 4, 2010

- F. Arbitration: The PARTIES agree to use arbitration to resolve disputes arising out of this IGA to the extent required by A.R.S. § 12-1518.
- G. Governor's Cancellation: All PARTIES are put on notice that this IGA is subject to cancellation pursuant to A.R.S. § 38-511.
- H. Indemnification: Neither party to this Agreement agrees to indemnify the other PARTY or hold harmless the other PARTY from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any PARTY to this agreement, then the right to pursue one or both of these remedies is preserved.
- I. No Partnership or Joint Venture: Nothing contained in this IGA shall be deemed or construed to create a partnership or joint venture between either party, and neither Party shall be responsible in any way for the activities, debts, contracts, obligations or acts, negligent or otherwise, of the other, it being expressly agreed that this IGA is an agreement between two independent PARTIES in which the identity of each Party is maintained as it was prior to this IGA.
- J. Waiver: The waiver by either Party of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein contained.
- K. Marginal Headings: The marginal headings and Article titles to the Articles of this IGA are not a part of this IGA and shall have no effect upon the construction or interpretation of any part hereof.
- L. Time Is Of The Essence: Time is of the essence of this IGA and each and all of its provisions in which performance is a factor.
- M. Prior Agreements: This IGA contains all of the agreements of the PARTIES hereto with respect to any matter covered or mentioned in this IGA, and no prior agreement or understanding pertaining to any such matters shall be effective for any purpose. No provision of this IGA may be amended or added to except as provided in this IGA. This IGA shall not be effective or binding on any PARTY until fully executed by both PARTIES hereto.
- N. Attorney's Fees: In the event of any action or proceeding brought by either PARTY against the other under this IGA, each PARTY shall each be responsible for their own costs and expenses in such action or proceeding.
- O. Severability: Any provision of this IGA which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.
- P. Cumulative Remedies: No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
- Q. Venue: The PARTIES must institute and maintain any legal actions or other judicial proceedings arising from this IGA in a Maricopa County court of competent jurisdiction.

XI. NOTICES

- A. Any notice, demand or request required or authorized by this IGA to be given or made to or upon the PARTIES to this IGA shall be deemed properly given or made if delivered to or by: (a) certified return receipt mail; or (b) recognized overnight courier; or (c) facsimile transmission, effective upon electronic transmission confirmation; or (d) electronic mail. Notices shall be sent to the following addresses:



INTERGOVERNMENTAL AGREEMENT

**Between
Arizona State Parks Board
and
Town of Florence**

ASPB IGA Ref No. PR11-027
Contract Officer: Sharon Kendrick, CPPB

TOWN Ref No.

RE: MSHP AGREEMENT

Page 14 of 29

Issued: October 4, 2010

1. Town of Florence/Town Manager, P.O. Box 2760, 775 N. Main Street, Florence, Arizona 85132. Fax: (520) 868-7564, Email: himanshu.patel@florenceaz.gov
 2. Arizona State Parks/Procurement Officer, 1300 W. Washington, Phoenix, Arizona 85007. Fax: (602) 542-6925, Email: skendrick@azstateparks.gov
- B. A change of address or person to whom notices should be sent may be made by giving notice, in the manner described above, to the other PARTY.



INTERGOVERNMENTAL AGREEMENT
Between
Arizona State Parks Board
and
Town of Florence

ASPB IGA Ref No. PR11-027
 Contract Officer: Sharon Kendrick, CPPB

TOWN Ref No.

RE: MSHP AGREEMENT

Page 15 of 29

Issued: October 4, 2010

XII. INTERGOVERNMENTAL AGREEMENT SIGNATURE AUTHORITY

- A. By signing below, the signer certifies the authority to enter into this IGA and has read the foregoing and agrees to accept the provisions herein.
- B. This IGA may be executed in two or more counterparts each of which shall be deemed an original and all of which together shall constitute one instrument.
- C. Electronic Submittal: All PARTIES to this Amendment acknowledge that signatures by electronic means are acceptable and legally binding.

RESERVED FOR ARIZONA STATE PARKS

RESERVED FOR THE TOWN MAYOR

Renée E. Bahl 21 Oct 2010
 Signature Date

Renée E. Bahl, Executive Director

Typed Name and Title

Arizona State Parks Board

Entity Name

1300 W. Washington

Address

Phoenix, AZ 85007

City State Zip

Vicki Kilvinger 10-18-10
 Signature Date

Vicki Kilvinger, Mayor

Typed Name and Title

Town of Florence

Entity Name

775 N. Main Street

Address

Florence, AZ 85132

City State Zip

RESERVED FOR THE ATTORNEY GENERAL

RESERVED FOR THE TOWN ATTORNEY

PR10-037, which is an Intergovernmental 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 those Parties to the Agreement represented by the Attorney General this

I have reviewed the Intergovernmental Agreement between the Arizona State Parks Board and Town of Florence and declare this agreement to be in proper form and within the powers of authority granted to the Town of Florence under the laws of the State of Arizona this

4th day of October, 2010

8 day of October, 2010

TERRY GODDARD

The Attorney General

Jay H. Hosh
 Assistant Attorney General Signature

[Signature]
 Attorney Signature

RESERVED FOR THE TOWN CLERK

I, Lisa Garcia, Florence Town Clerk, do hereby certify that the foregoing and attached Intergovernmental Agreement between the Arizona State Parks Board and the Town of Florence was passed and adopted by the Florence Town Council, at the regular meeting held this 18 day of October, 2010.

ATTEST

[Signature]
 Clerk Signature



INTERGOVERNMENTAL AGREEMENT

**Between
Arizona State Parks Board
and
Town of Florence**

ASPB IGA Ref No. PR11-027
Contract Officer: Sharon Kendrick, CPPB

TOWN Ref No.

RE: MSHP AGREEMENT

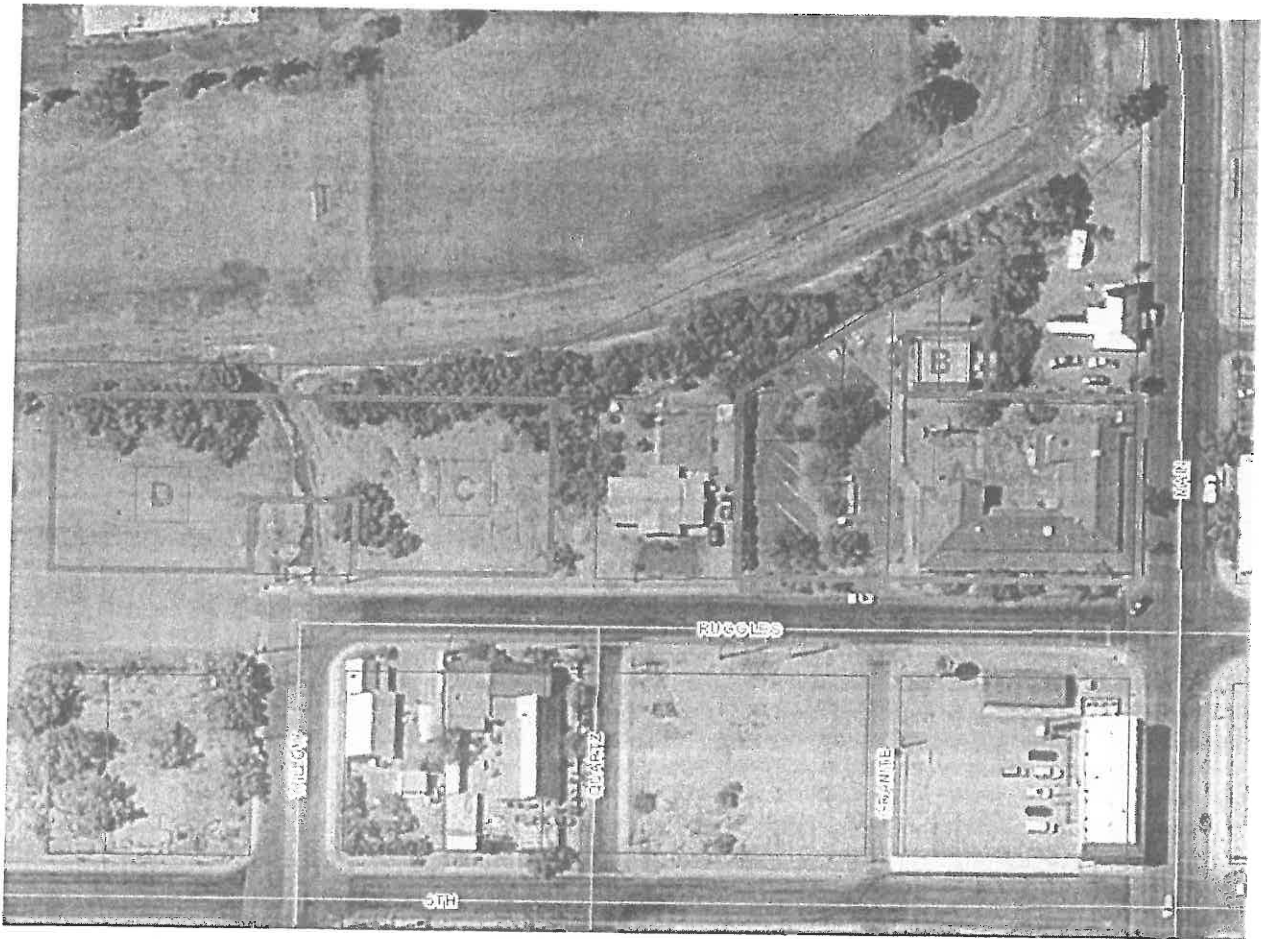
Page 16 of 29

Issued: October 4, 2010

EXHIBIT 1

Map Depicting McFarland State Historic Park

N





INTERGOVERNMENTAL AGREEMENT

**Between
Arizona State Parks Board
and
Town of Florence**

ASPB IGA Ref No. PR11-027
Contract Officer: Sharon Kendrick, CPPB

TOWN Ref No.

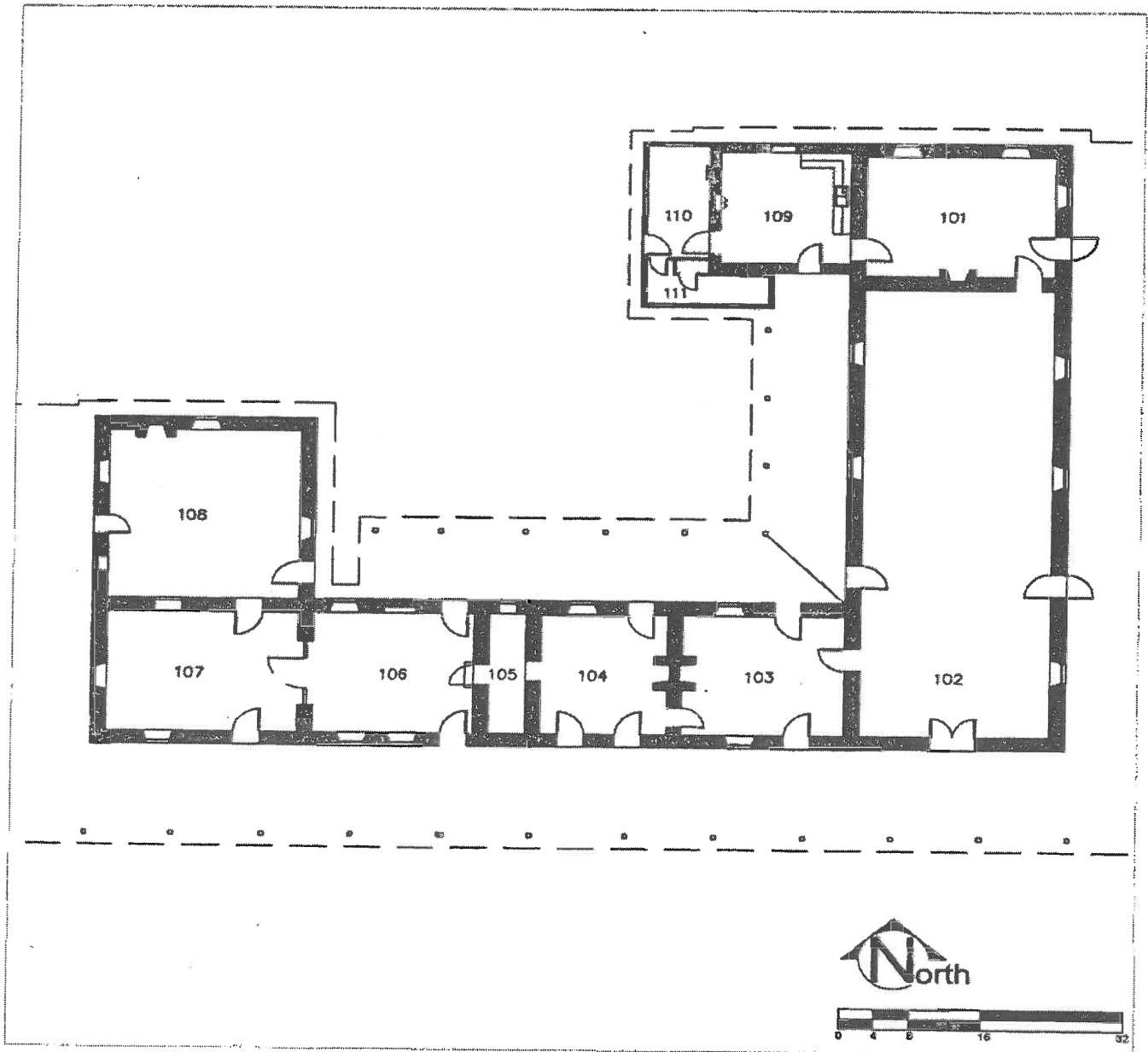
RE: MSHP AGREEMENT

Page 17 of 29

Issued: October 4, 2010

EXHIBIT 2

Building Floor Plan McFarland State Park



PB-2-004, 0010
1878 Courthouse - 5,415sf
1st Floor
Jan. '09
rev. Sept'10

McFarland State Historic Park
24 W. Ruggles, Florence, AZ 85232
ARIZONA STATE PARKS
Development, M.Parisella





INTERGOVERNMENTAL AGREEMENT

**Between
Arizona State Parks Board
and
Town of Florence**

ASPB IGA Ref No. PR11-027
Contract Officer: Sharon Kendrick, CPPB

TOWN Ref No.

RE: MSHP AGREEMENT

Page 18 of 29

Issued: October 4, 2010

EXHIBIT 3

Board IGA Ref No. PR11-026

McFARLAND STATE HISTORIC PARK

LIST OF POTENTIAL CONSTRUCTION IMPROVEMENTS

The Town will include resurfacing and striping of the parking lot as part of their pavement project.

The BOARD, as shown in Exhibit 2, will lay existing historical wood flooring in Room Number 108; make minor repairs to flooring in Room Number 102 and to exterior porch South East corner as deemed practicable by the Chief of Development for operating the PARK.



INTERGOVERNMENTAL AGREEMENT

Between
Arizona State Parks Board
and
Town of Florence

ASPB IGA Ref No. PR11-027
Contract Officer: Sharon Kendrick, CPPB

TOWN Ref No.

RE: MSHP AGREEMENT

Page 19 of 29

Issued: October 4, 2010

EXHIBIT 4

ARIZONA STATE PARKS GIFT SHOP MERCHANDISE POLICY FOR IGA PARTNERS

PURPOSE

- The purpose of this policy is to provide written directives in regard to gift shop merchandise sold by the IGA Partner in Arizona State Park facilities.
- "IGA Partner" is defined as any firm or individual that has entered into an agreement, or permit, with Arizona State Parks for the operation of facilities in areas under the jurisdiction of Arizona State Parks.
- "Gift Shop Merchandise" is defined as products such as, but not limited to:
 - Art
 - Calendars
 - Clothing: sweatshirts, T-shirts, hats, etc.
 - Coasters, tiles, etc.
 - Collectable items
 - Jewelry
 - Key chains, refrigerator magnets, pens, pencils, etc.
 - Mugs, glassware, etc.
 - Packaged food gift items
 - Place mats, hot pads, etc.
 - Plush/stuffed animals
 - Postcards, greeting cards, note paper, etc.
 - Posters, CD's, tapes, slides, etc.
 - Publications: Books, maps, etc.
 - Toys and games
 - Water bottles, can coolers, etc.

ASPB LOGO

- The Arizona State Parks (ASPB) logo **shall not** be used on any customized products developed by the IGA Partner, unless authorized pursuant to a separate agreement providing for the license of trademark rights by ASPB to the IGA Partner.

PARK NAME

- The park name or park image may be used on customized products developed by the IGA Partner, subject to prior written approval of artwork or concept by ASPB. If applicable, this may require the execution of a separate agreement providing for the license of trademark rights by ASPB to the IGA Partner. Said permission to use the park name or image will be limited to the term of the IGA with ASPB.
- The IGA Partner shall not wholesale the customized products described above to other retailers; in other words, sale of these products shall be limited to the cooperatively managed sites identified in the agreement with ASPB.
- The IGA Partner shall not establish any type of logo, i.e. identifying symbol, using the park name.



INTERGOVERNMENTAL AGREEMENT

Between
Arizona State Parks Board
and
Town of Florence

ASPB IGA Ref No. PR11-027
Contract Officer: Sharon Kendrick, CPPB

TOWN Ref No.

RE: MSHP AGREEMENT

Page 20 of 29

Issued: October 4, 2010

MERCHANDISE

- Park, nature, environmental, cultural, and historical or recreation-oriented images are suggested as guidelines for gift shop merchandise product mix.
- ASPB reserves the right to require the IGA Partner to remove any product found to be objectionable, controversial, or beyond the scope of merchandise necessary for proper service to the public or that does not reflect the look and feel of an Arizona State Park. ASPB shall give the IGA Partner 30-calendar days notice to sell, remove, or otherwise dispose of the product(s) in question. Failure to comply with this notice may be deemed a breach of the leasing contract.

ASPB PRODUCTS

1. Quantities

The IGA Partner shall be required to purchase no less than 20% of the gift shop product inventory from the ASPB product line, if gift shop merchandise is sold by the IGA Partner.

Compliance with this policy will be assessed by ASPB on an annual basis. The IGA Partner's annual financial report shall include details of "Cost of Goods Sold" for ASPB products as compared to all other gift shop merchandise.

2. Wholesale Pricing

The IGA Partner shall purchase the ASPB merchandise at **30% off the suggested retail price**. The IGA Partner is encouraged, but not restricted, to sell the product at ASPB's suggested retail price.

If ASPB has a **permanent markdown** on a particular item, the wholesale price will be reduced to **10% off the markdown retail price**.

For example, if a T-shirt retails for \$10.00, the IGA Partner will purchase from ASPB for \$7.00. If ASPB has a permanent markdown on this item to \$5.00, the IGA Partner will purchase from ASPB for \$4.50.

3. Purchasing

The IGA Partner shall submit written requests for product orders to:

Arizona State Parks
Attn: Merchandise Coordinator
1300 W. Washington
Phoenix, AZ, 85007
Tel: (602) 542-7121
FAX: (602) 364-1518

A Purchase Order, or other ordering document, will be acceptable. Allow four to six weeks for delivery.

All products are non-refundable, except if damaged in transit. Merchandise damaged in transit and shortages must be reported within 48 hours of receipt of shipment to the Merchandise Coordinator.

An invoice will be shipped with the merchandise. Payment is due within 30-calendar days of receipt of invoice.

4. Other Distribution

ASPB retains the right to sell its products throughout the State Parks system, as well as various other retail outlets.



INTERGOVERNMENTAL AGREEMENT

**Between
Arizona State Parks Board
and
Town of Florence**

ASPB IGA Ref No. PR11-027
Contract Officer: Sharon Kendrick, CPPB

TOWN Ref No.

RE: MSHP AGREEMENT

Page 21 of 29

Issued: October 4, 2010

**EXHIBIT 5
SPECIAL USE PERMIT APPLICATION MATERIALS PACKAGE**

Follows on Next Page



INTERGOVERNMENTAL AGREEMENT

Between
Arizona State Parks Board
and
Town of Florence

ASPB IGA Ref No. PR11-027
Contract Officer: Sharon Kendrick, CPPB

TOWN Ref No.

RE: MSHP AGREEMENT

Page 22 of 29

Issued: October 4, 2010

Special Use Permit Application Materials Package
Arizona State Parks, 1300 W. Washington, Phoenix, AZ 85007
www.azstateparks.com(602) 542-4174,

09-2008

Thank you for your interest in Arizona State Parks (ASPB). Our mission is:

"Managing and conserving Arizona's natural, cultural and recreational resources for the benefit of the people, both in our parks and through our partners."

Enclosed is information concerning our Special Use Permit program, instructions and application form.

Why are Special Use Permits required?

The reasons for requiring Special Use Permits are:

- To keep track of the activities occurring on state lands.
- To be able to require stipulations/conditions on uses to minimize impacts on the natural, recreational, historical and cultural resource we manage.
- To be able to educate users about proper recreational and stewardship practices.
- To maintain quality recreational experiences and to reduce user conflicts.
- To assure that uses on State lands are compatible with long-range management objectives for that particular property.

Note: A Special Use Permit is not required for building, picnic or camping reservations unless requested by the Park Manager.

Why is there a fee for a Special Use Permit?

- Special Uses differ from normal park use either by the nature of the activity or by the size of the group involved in the activity. In order to allow these activities we have to accommodate each use or event outside of our normal operations. These accommodations invariably will increase our cost to provide services.
- Due to Legislative changes and mandates, ASPB receives substantially less General Fund monies (tax based) for our operations, salaries, or equipment. This means that we must rely heavily on our revenues (fees) as the source of funding that allows us to maintain our parks and provide a safe and enjoyable environment for our visitors.

Arizona State Park special use permits are divided into four categories, per R12-8-125:

1. Private Special Event

A Special Use Permit shall be issued for Private Special Events provided the following conditions are met:

- i. The person or entity has requested no more than 7 consecutive days of use, and no more than 14 days in any calendar year.
- ii. The Private Special Event does not significantly interfere with the public's use of the property.
- iii. No solicitation of funds, offering to sell any goods or services, advertising, or receiving money in exchange for any item or activity takes place on property owned or managed by the Arizona State Parks Board under a Private Special Event Special Use Permit.

2. Public Special Event

A Special Use Permit shall be issued for Public Special Events provided the following conditions are met:

- i. The person or entity has requested no more than 4 consecutive days of use per quarter, and no more than 16 days in any calendar year at any one park.
- ii. No more than two Public Special Event Permits shall be issued per day per park. Permits shall be issued on a first come, first served basis.



INTERGOVERNMENTAL AGREEMENT

Between
Arizona State Parks Board
and
Town of Florence

ASPB IGA Ref No. PR11-027
Contract Officer: Sharon Kendrick, CPPB

TOWN Ref No.

RE: MSHP AGREEMENT

Page 23 of 29

Issued: October 4, 2010

Special Use Permit Application Materials Package
Arizona State Parks, 1300 W. Washington, Phoenix, AZ 85007
www.azstateparks.com(602) 542-4174

09-2008

3. Festival Special Use

A Special Use Permit shall be issued for Festival Special Events provided the following conditions are met:

- i. The person or entity has requested the permit at least 120 days in advance of the event. Events with anticipated attendance greater than 1,500 people per day shall require application at least 180 days in advance of the event.
- ii. The person or entity has provided a detailed plan regarding sanitary facilities, medical services, parking, food and drink facilities, booths and sponsorships, that complies with the requirements detailed in the Special Use policy, available from the Arizona State Parks Board. This plan must be submitted to the Arizona State Parks Board at least 90 days in advance of the event.
- iii. The person or entity has obtained any permits required from other entities, such as cities, counties, other municipalities, or governmental entities.
- iv. The person or entity has requested no more than 7 consecutive days of use, and no more than 14 days in any calendar year.
- v. Sponsorships: The person or entity requesting a Festival Special Use Permit may seek sponsorships for that festival or parts of that festival, provided that the sponsorships comply with the Arizona State Parks Board Policy and Procedures, available from the Arizona State Parks Board.
- vi. No more than one festival per day per park is allowed, and Festival Special Use permits shall be issued on a first come, first served basis.

4. Commercial Photography

A Special Use Permit shall be issued for Commercial Photography provided the following conditions are met:

- i. The person or entity has requested the permit at least 30 days in advance of the event.
- ii. The person or entity has requested no more than 7 consecutive days of use, and no more than 14 days in any calendar year.
- iii. Commercial Photography Special Use Permits shall be used only for actual filming and photo-taking activities. No soliciting funds, offering to sell any goods or services, advertising, or receiving money in exchange for any item or activity, shall take place on property owned or managed by the Arizona State Parks Board.

Depending on the type and scope of the event, the application and required additional documentation should be completed and preferably received by the specific Park facility 45 days in advance of the event date, but no later than 30 days prior to the event. Larger events may require submittal up to 180 days in advance. Contact the specific Park administration for other details. All applications received will be reviewed, but we cannot guarantee that every application will be approved.

If you have any questions about this process or the application form, please contact the Park Manager at the facility in which you are interested. We look forward to working with you in order to make your activity or event successful.



INTERGOVERNMENTAL AGREEMENT

Between
Arizona State Parks Board
and
Town of Florence

ASPB IGA Ref No. PR11-027
Contract Officer: Sharon Kendrick, CPPB

TOWN Ref No.

RE: MSHP AGREEMENT

Page 24 of 29

Issued: October 4, 2010

Special Use Permit Application Materials Package
Arizona State Parks, 1300 W. Washington, Phoenix, AZ 85007
www.azstateparks.com(602) 542-4174,

09-2008

PERMIT APPROVAL ADMINISTRATION

R12-8-125. Special Use Permits

B. General terms and conditions. The Board shall issue a special use permit only subject to the following general terms and conditions:

1. An application for the special use permit is submitted less than one year before the planned special use;

Approval of permit application will require the following:

- A. All necessary paperwork; application, insurance, appropriate permits, licenses and inspections is preferably submitted at least 14 days before the proposed date of the use in order to allow for processing, review and verification. Larger events may require up to 6 months of advance notice.
- B. The park area or facility is available on the date or dates requested.
- C. All necessary approval authority signatures and notifications have been obtained /made.
- D. The applicable fee has been paid as listed in R12-8-109.
- E. The State Parks Board agrees that:
 1. The use is a proper state park activity.
 2. The use does not create an undue safety hazard to participants, spectators or general public.
 3. The use is not destructive to the park resources.
 4. The use does not present a serious use conflict with the general park-using public.
- F. Approvals are confirmed in writing only, and a responsible person will have the written approval on site for the duration of the use.



INTERGOVERNMENTAL AGREEMENT

Between
Arizona State Parks Board
and
Town of Florence

ASPB IGA Ref No. PR11-027
Contract Officer: Sharon Kendrick, CPPB

TOWN Ref No.

RE: MSHP AGREEMENT

Page 25 of 29

Issued: October 4, 2010

Special Use Permit Application Materials Package
Arizona State Parks, 1300 W. Washington, Phoenix, AZ 85007
www.azstateparks.com(602) 542-4174

09-2008

FROM: PARK NAME
Manager: Manager Name
Address:

Telephone: FAX:

The following steps must be completed and documentation provided by the applicant in order to apply for a special use permit:

- A. Special Use Application form, with all applicable blanks completed by the applicant will be submitted at least 14 days prior to the proposed date of the use to the park administration as listed above. Larger events may require submittal up to 6 months in advance. Requests will be prioritized on a "first come, first served basis" upon availability of the area requested.
B. Indemnification Certificate, completed by the applicant, should be typed on the applicant's own letterhead and submitted with the Special Use Application form. Wording and format should be the same as the example distributed with application blanks.
C. A Certificate of Insurance will be required. The minimum amount of required Comprehensive General Liability coverage will be \$1,000,000.00, and if applicable a minimum Workers' Compensation coverage and proof of automobile insurance (generally these are required for Commercial ventures). On the certificate, the State of Arizona will be included as an additional insured party. For an activity/use with a relatively high liability risk, such as powerboat races, motion picture photography, public attractions, public commercial activity, etc. a higher level of liability coverage may be required, and will be determined by consultation with the Risk Management Division of the Department of Administration. The Certificate of Insurance will be completed by the requesting party's insurance carrier and submitted with the Special Use Application form.

Exception to this requirement is another State Level Governmental Agency or entity that is covered by the Department of Administration Risk Management Division. The Certificate of Insurance will not be required as the statutory requirements of ARS § 41-621 apply.

- D. If this is a Public/Festival event, Applicant must certify that the event complies with the Americans with Disability Act and other similar legislation.
E. Copies of all appropriate licenses, certificates and permits that may be required by State or local jurisdictions for the sale or dissemination of: foodstuffs and alcohol* to the general public, or the sale of any commodity or goods, must be submitted.
F. After review by appropriate Park staff, the applicant will be contacted concerning the status of the application, specific fee requirements and any other applicable stipulations and/or conditions that will be required by Arizona State Parks and listed on the Special Use permit form. Actual fees will be determined by Park administration.
G. All State & Federal Statutes, Park Rules, County and Municipal ordinances and regulations remain in force during all activities. Any request for a variance or modification of any rule, stipulation or requirement must be submitted to the Park administration in writing prior to the event / use for review. Any stipulations and/or conditions will have the force of law and failure to comply may result in cancellation of the permitted use, and permittee can be cited for the rule violation.

*Additional insurance and stipulations may be required for the specific sale or dissemination of alcohol.



INTERGOVERNMENTAL AGREEMENT

Between
Arizona State Parks Board
and
Town of Florence

ASPB IGA Ref No. PR11-027
Contract Officer: Sharon Kendrick, CPPB

TOWN Ref No.

RE: MSHP AGREEMENT

Page 26 of 29

Issued: October 4, 2010

Special Use Permit Application Materials Package
Arizona State Parks, 1300 W. Washington, Phoenix, AZ. 85007
www.azstateparks.com(602) 542-4174,

09-2008

ADDITIONAL INFORMATION

Restrictions: (exceptions made with Park Managers approval)

- No pets are allowed in the event / use area (this includes vendors)
- No glass containers are allowed in the event / use area
- No weapons are allowed in the event / use area
- No private vehicles are allowed in the event / use area
- Event / use related vehicles will drop off supplies and equipment and then exit the area immediately
- Event staff may not possess or consume alcoholic beverages while on duty
- Vendors may not possess or consume alcoholic beverages at any time
- All fire lanes must be left open and accessible
- All events must end by 10:00 pm
- Only security personnel may remain on site after hours only if approved in the original application process.
- Events must meet ADA requirements

Additional Sanitation Needs

Dependent upon the type and scope of the event / use and the actual park infrastructure of the location, additional facilities (vault toilets, port-a-johns) will be the responsibility of the permittee. The number of units required to adequately service the projected attendance will be determined by Park staff. A minimum of one (1) chemical or portable toilet for every 225 people, or portion thereof attending the event. Five percent (5%) of these facilities must be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. Set-up, removal, maintenance and operational cleanliness will be the responsibility of the permittee.

Deposits

Refunds of deposits, whether partial or in full will be processed according to the refund guidelines as set by the Administrative Services Section. Allow up to 30 days for refund processing of the deposit

Site Cleanliness & Cleaning Deposit

- Event / use area will be policed on an hourly basis
- Trash will be removed from the area as receptacles become full
- Dumpsters will be adequately sized to meet the event / use needs. A minimum of one 50-gallon refuse container or its equivalent shall be provided for each 100 persons anticipated. Refuse containers shall be readily accessible, and periodically checked and emptied as needed. Depending on the event location, activity, area, an adequately sized dumpster may be required.
- 4-mil trash bags will be of sufficient quantity to meet the event / use needs
- Parking areas specific to the event / use will be policed on an hourly basis
- A cleaning deposit will be required from the permittee.
- Return of the deposit, in whole or in part, will be based upon a final post-event walk through with the Park Manager.

Damage Deposit

- A damage deposit will be required to cover repair or replacement of damaged items. Amount will be determined by Park Administration and will be dependent upon the type and scope of the event / use.
- Damaged items will be replaced at cost, to include labor.
- Any unused portion of the deposit will be refunded after the final walk through.
- If the initial deposit is insufficient to cover all repair costs, the permittee will be billed for the remainder of the uncovered cost. Documentation for costs will be provided with the billing.

Water and Electric

Depending on the actual site location, telephone, water and electrical service may be limited. Special or additional needs may be the responsibility of the sponsor.



INTERGOVERNMENTAL AGREEMENT

Between
Arizona State Parks Board
and
Town of Florence

ASPB IGA Ref No. PR11-027
Contract Officer: Sharon Kendrick, CPPB

TOWN Ref No.

RE: MSHP AGREEMENT

Page 27 of 29

Issued: October 4, 2010

Special Use Permit Application Materials Package
Arizona State Parks, 1300 W. Washington, Phoenix, AZ. 85007
www.azstateparks.com(602) 542-4174

09-2008

ADDITIONAL INFORMATION

Verifiable Ticket Sales

This number is vital to allow the park and all necessary local entities such as LE and EMS services time to plan for the event's effect on the park and surrounding areas. Verification method to be an agreed upon by both the park and the Event Organizer such as a CPA / event staff notarized statement, receipts, etc. Due date for this information will be agreed upon by the Event Organizer and the park.

SPECIAL USE PERMIT FEE STRUCTURE

The negotiation of the daily fees will be based on the type, size and complexity of the production and will be based on the Special Use Permit Worksheet. Listed below are examples of fees that can be reasonably charged for specific "Adjustments" to the "Base Fee".

Base Fee (per day)

Attendance: attendance will be reviewed by park staff and permittee during event.

Small Events (50 - 100 participants, guests, spectators)	\$25.00
Medium Events (101 - 250 participants, guests, spectators)	\$100.00
Large Events (251 - 500 participants, guests, spectators)	\$150.00
Major Events (501 - 1000 participants, guests, spectators)	\$300.00 +

Adjustments:

Special Equipment: Each Park location has different equipment and facility resources, and although some items may be considered standard, some equipment or facilities may or may not be available.

Fees charged may be different depending on park availability, set-up requirements, location, etc. An example would be if 15 additional tables are requested and the site is located at a boat camp on Lake Havasu, the fee could reasonably be increased due to the time and staffing needed to transport the tables to and from the site.

Special Personnel Services: Special personnel services "Staff Time" could include educational programs, parking services, staff supervision / security, special set up, construction or installation. Additional Staff Time: \$30.00 /staff member/hr

Other: Special requests can be determined based upon individual parks facility or inventory.



INTERGOVERNMENTAL AGREEMENT

Between
Arizona State Parks Board
and
Town of Florence

ASPB IGA Ref No. PR11-027
Contract Officer: Sharon Kendrick, CPPB

TOWN Ref No.

RE: MSHP AGREEMENT

Page 28 of 29

Issued: October 4, 2010

ARIZONA STATE PARKS BOARD SPECIAL USE APPLICATION

1. Use / Event Name: _____

2. Type of use:
Brief Description: _____

Non-Commercial: _____ Non-Profit: _____ Private Party: _____
Commercial: _____ For-Profit: _____ Other: _____

3. Date(s) of use: _____ thru _____
Set-Up Date: _____ Tear-Down Date: _____
Start Time: _____ (am/pm) End Time: _____ (am/pm)
Note: all events / uses must end by 10:00 pm.

4. Area of park requested:
Ramada _____ Grass area _____ Group Area _____ Parking Lot _____
Other _____

5. Applicant Name: _____

6. Primary contact person
Name: _____ Title: _____

Mailing Address: _____

City: _____ State: _____ Zip
Code: _____

Telephone #: () _____ Work #: () _____ Ext.: _____

Fax #: () _____ Cell #: () _____ Ext.: _____

E-mail: _____

7. Estimated attendance: _____ per day.

8. Verifiable Ticket sales (indicate method and time frame below):

Due: _____ before the event. _____

(Method to be an agreed upon by both the park and the Event Organizer such as a CPA/event staff notarized statement, receipts, etc. This number is vital to allow the park and all necessary local entities such as LE and EMS services time to plan for the event's effect on the park and surrounding areas.)

9. Applicant certifies compliance with all appropriate A.D.A. requirements for
Public/Festival event: _____ (init & date)

10. Estimated # of Event staff: _____ per day.



INTERGOVERNMENTAL AGREEMENT

**Between
Arizona State Parks Board
and
Town of Florence**

ASPB IGA Ref No. PR11-027
Contract Officer: Sharon Kendrick, CPPB

TOWN Ref No.

RE: MSHP AGREEMENT

Page 29 of 29

Issued: October 4, 2010

**ARIZONA STATE PARKS BOARD
SPECIAL USE APPLICATION**

- 11. Security requested **Y / N**
(Park administration may require security depending upon the nature of the event / use)
- 12. Concession & Sales (Attach separate sheet with list of all vendors & type)
Food Vendors: _____ (Valid Health Permit required) Vendors: _____ (Valid Business License required)
Games: _____ (Current Safety Inspection required) Rides: _____ (Current Safety Inspection required)
- 13. Sanitary facilities (Items requested from the Park; please indicate number requested)
Perimeter fencing _____ Picnic Tables _____ Trash Barrels _____
Traffic Cones _____ Other _____ Other _____
- 14. Alcohol:
Security is required when alcohol is served. All Title IV laws remain in affect at all times.
Alcohol Prohibited _____ Beer Garden _____ (An area w/in the main event for the sale / consumption of beer)
Alcohol Sold _____
Alcohol Served _____
- 14. Indemnification certificate: The Indemnification (save harmless) is part of the approved permit. By signing the permit, the Permittee agrees to the conditions.
- 15. Insurance verification (attach copy).
- 16. Other (attach copy of any other pertinent information).
- 17. Signature of applicant _____ Date: _____



CONTRACT AMENDMENT

Arizona State Parks
 1300 W Washington
 Phoenix, AZ 85007
 Contact:
 Margaret Fernandez
 Phone: (602) 542-6937
 Fax: (602) 542-6949

Contract Number: PR11-027

Amendment No.: 1

Expires: 6/30/13

Title: Utility Cost

Amendment Issued: 2/16/11

Contractor: Town of Florence

Page: 1 of 1

In accordance with the terms of this agreement, the following is amended as follows:

- A. REPLACE Section IV.B.6 Utilities, with the following:
The Town agrees to pay 100% of all costs for phone, gas, Internet, alarm system(s), trash, water, and wastewater of the PARK during the time the PARK is operated and maintained cooperatively with the TOWN. The TOWN shall be responsible for all electrical usage costs associated with the existing electrical meter connected to the Courthouse Building.
The PARK shall be responsible for all electrical usage costs associated with the newly installed electrical meter for the Archive Building.
- B. REPLACE Section X.C General Terms and Conditions, with the following:
Immigration Compliance: All PARTIES shall comply with all applicable federal immigration laws, A.R.S § 41-4401 eVerify, Governor's Executive Order 2005-30, and any successor statutes.
- C. All other provisions of the Agreement shall remain in full force and effect.
- D. In the event of a conflict between the original and previous amendments, the terms of this amendment shall prevail.

RESERVED FOR ARIZONA STATE PARKS

RESERVED FOR THE TOWN MAYOR

Signature	Date	<i>Vicki Kilvinger</i>	Signature	Date
Renée E. Bahl, Executive Director		Vicki Kilvinger, Mayor		
Typed Name and Title		Typed Name and Title		
Arizona State Parks Board		Town of Florence		
Entity Name		Entity Name		
1300 W. Washington		775 N. Main Street		
Address		Address		
Phoenix, AZ 85007		Florence, AZ 85132		
City	State	Zip	City	State

RESERVED FOR THE ATTORNEY GENERAL

RESERVED FOR THE TOWN ATTORNEY

PR10-037, which is an Intergovernmental 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 those Parties to the Agreement represented by the Attorney General this <u>25</u> day of <u>February</u> , 2011 TOM HORNE The Attorney General <i>Jag Florde</i> Assistant Attorney General Signature	I have reviewed the Intergovernmental Agreement between the Arizona State Parks Board and Town of Florence and declare this agreement to be in proper form and within the powers of authority granted to the Town of Florence under the laws of the State of Arizona this <u>10</u> day of <u>March</u> , 2011 <i>[Signature]</i> Town Attorney Signature
--	--

RESERVED FOR THE TOWN CLERK

	I, <u>Lisa Garcia</u> , Florence Town Clerk, do hereby certify that the foregoing and attached Intergovernmental Agreement between the Arizona State Parks Board and the Town of Florence was passed and adopted by the Florence Town Council, at the regular meeting held this <u>10</u> day of <u>March</u> , 2011. ATTEST <i>[Signature]</i> Clerk Signature
--	---



INTERGOVERNMENTAL AGREEMENT AMENDMENT

Arizona State Parks
1300 W. Washington
Phoenix, AZ 85007

Contract Number: PR11-027

Amendment No: 2

Purpose: Amend and Extend Partnership Agreement for McFarland State Historic Park

Original Execution:
10/22/10

Contract Officer:

Louise Higuera

Phone: 602-542-6925

Email:

lhiguera@azstateparks.gov

Agreement Expiration: 6/30/16

Amendment Issued 4/25/13

Contractor: Town of Florence

In accordance with the above-mentioned Agreement, the following sections are amended as follows:

1. Move Section IV(A)(3) **LANDSCAPE MAINTENANCE** to paragraph IV(B)(10) and amend to read as follows:

The TOWN will provide routine grounds maintenance and upkeep of the exterior premises of the PARK. The TOWN may utilize Department of Corrections inmate labor for this task.

2. Section IV(B)(8) **ASSIGNMENT AND SUBLETTING**., amend the following paragraphs:

Paragraph (b), DELETE

Paragraph (c), DELETE

3. Section IV(B)(8) **INFORMATION REPORTING**, amend title numbering to read as follows:

Section IV(B)(9) **INFORMATION REPORTING**

4. Section IV(C)(5) **GIFT SHOP OPERATION AND MERCHANDISE**, ADD the following to the end of Paragraph a.:

Starting in May 2013, The PARTIES agree that the TOWN may, at its discretion, operate a gift shop. If the TOWN chooses to operate a gift shop, Paragraphs b. through d., apply.

5. Section IV(C)(6) **MARKETING**, ADD the following paragraph:

Starting in May 2013, The PARTIES agree that the BOARD's cross-marketing materials (e.g., park-specific rack cards, and other marketing materials) will continue to be made available to visitors at the PARK to provide information regarding other parks and events within the state parks system and that TOWN cross-marketing materials may be made available in the same manner at the PARK.

6. ADD Section IV(C)(7), to read as follows:

COMMUNITY MARKETING AND REHABILITATION

The Board, the Town and other interested parties will endeavor to work together to encourage community marketing and rehabilitation efforts. Specific projects, such as a monument sign for the Park, will be authorized by an additional agreement between the parties.

7. Section V(A), Term and Duration, ADD the following language to the end of the paragraph:

This IGA is extended and shall continue until June 30, 2016, unless earlier cancelled or terminated.

8. Attach authenticated copy of the TOWN's action authorizing this amendment.

9. All other provisions of this agreement shall remain in full force and effect.



INTERGOVERNMENTAL AGREEMENT AMENDMENT

Arizona State Parks
1300 W. Washington
Phoenix, AZ 85007

Contract Number: PR11-027

Amendment No: 2

Purpose: Amend and Extend Partnership Agreement for McFarland State Historic Park

Original Execution:
10/22/10

Contract Officer:
Louise Higuera

Agreement Expiration: 6/30/16

Amendment
Issued 4/25/13

Phone: 602-542-6925

Contractor: Town of Florence

Email:

lhiguera@azstateparks.gov

10. In the event of a conflict between the original and previous amendments, the terms of this amendment shall prevail.
11. Signature Authority
 - a. This Amendment is entered into and is effective as of the date of the last signature.
 - b. This contract may be executed in two or more counterparts each of which shall be deemed an original and all of which together shall constitute one instrument.
 - c. All PARTIES to this Agreement acknowledge that signatures by electronic means are acceptable and legally binding.
 - d. By signing below, the signer certifies the authority to enter into this Amendment and has read the foregoing and agrees to accept the provisions herein.

RESERVED FOR ARIZONA STATE PARKS

RESERVED FOR TOWN MAYOR

Signature _____ Date _____

Bryan Martyn, Executive Director

Typed Name and Title

Arizona State Parks Board

Entity Name

1300 W. Washington

Address

Phoenix, AZ 85007

City _____ State _____ Zip _____

Signature _____ Date _____

Tom J. Rankin, Mayor

Typed Name and Title

Town of Florence

Entity Name

775 N. Main Street, Suite 102

Address

Florence, AZ 85132

City _____ State _____ Zip _____

RESERVED FOR THE ATTORNEY GENERAL

RESERVED FOR THE TOWN ATTORNEY

Attorney General 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 those parties to the Agreement represented by the Attorney General this

29th day of April, 2013

TOM HORNE
The Attorney General

Assistant Attorney General Signature _____ Date _____

I have reviewed the Intergovernmental Agreement between Arizona State Parks Board and the Town of Florence and declare this agreement to be in proper form and within the powers of authority granted to the Town under the laws of the State of Arizona this

2nd day of May, 2013

Town Attorney Signature _____ Date _____

RESERVED FOR THE TOWN CLERK

I, _____, Clerk of the Town of Florence, do hereby certify that the foregoing and attached Intergovernmental Agreement between the Arizona State Parks Board and the Town of Florence, was passed and adopted by the Town Council of the Town of Florence, at the regular meeting held this _____ day of _____, 2013.

ATTEST

TOWN Clerk Signature _____ Date _____



INTERGOVERNMENTAL AGREEMENT AMENDMENT

Arizona State Parks
1300 W. Washington
Phoenix, AZ 85007

Contract Number: PR11-027

Amendment No: 2

Purpose: Amend and Extend Partnership Agreement for McFarland State Historic Park

Original Execution:
10/22/10

Contract Officer:
Louise Higuera

Agreement Expiration: 6/30/16

Phone: 602-542-6925

Contractor: Town of Florence

Amendment Issued 4/25/13

Email:

lhiguera@azstateparks.gov

In accordance with the above-mentioned Agreement, the following sections are amended as follows:

1. Move Section IV(A)(3) **LANDSCAPE MAINTENANCE** to paragraph IV(B)(10) and amend to read as follows:

The TOWN will provide routine grounds maintenance and upkeep of the exterior premises of the PARK. The TOWN may utilize Department of Corrections inmate labor for this task.

2. Section IV(B)(8) **ASSIGNMENT AND SUBLETTING**., amend the following paragraphs:

Paragraph (b), DELETE

Paragraph (c), DELETE

3. Section IV(B)(8) **INFORMATION REPORTING**, amend title numbering to read as follows:

Section IV(B)(9) **INFORMATION REPORTING**

4. Section IV(C)(5) **GIFT SHOP OPERATION AND MERCHANDISE**, ADD the following to the end of Paragraph a.:

Starting in May 2013, The PARTIES agree that the TOWN may, at its discretion, operate a gift shop. If the TOWN chooses to operate a gift shop, Paragraphs b. through d., apply.

5. Section IV(C)(6) **MARKETING**, ADD the following paragraph:

Starting in May 2013, The PARTIES agree that the BOARD's cross-marketing materials (e.g., park-specific rack cards, and other marketing materials) will continue to be made available to visitors at the PARK to provide information regarding other parks and events within the state parks system and that TOWN cross-marketing materials may be made available in the same manner at the PARK.

6. ADD Section IV(C)(7), to read as follows:

COMMUNITY MARKETING AND REHABILITATION

The Board, the Town and other interested parties will endeavor to work together to encourage community marketing and rehabilitation efforts. Specific projects, such as a monument sign for the Park, will be authorized by an additional agreement between the parties.

7. Section V(A), Term and Duration, ADD the following language to the end of the paragraph:

This IGA is extended and shall continue until June 30, 2016, unless earlier cancelled or terminated.

8. Attach authenticated copy of the TOWN's action authorizing this amendment.

9. All other provisions of this agreement shall remain in full force and effect.



INTERGOVERNMENTAL AGREEMENT AMENDMENT

Arizona State Parks
1300 W. Washington
Phoenix, AZ 85007

Contract Number: PR11-027

Amendment No: 2

Purpose: Amend and Extend Partnership Agreement for
McFarland State Historic Park

Original Execution:
10/22/10

Contract Officer:

Louise Higuera
Phone: 602-542-6925

Agreement Expiration: 6/30/16

Amendment
Issued 4/25/13

Email:
lhiguera@azstateparks.gov

Contractor: Town of Florence

10. In the event of a conflict between the original and previous amendments, the terms of this amendment shall prevail.
11. Signature Authority
 - a. This Amendment is entered into and is effective as of the date of the last signature.
 - b. This contract may be executed in two or more counterparts each of which shall be deemed an original and all of which together shall constitute one instrument.
 - c. All PARTIES to this Agreement acknowledge that signatures by electronic means are acceptable and legally binding.
 - d. By signing below, the signer certifies the authority to enter into this Amendment and has read the foregoing and agrees to accept the provisions herein.

RESERVED FOR ARIZONA STATE PARKS

RESERVED FOR TOWN MAYOR

Signature
Bryan Martyn, Executive Director
Date

Arizona State Parks Board
Typed Name and Title

1300 W. Washington
Entity Name

Phoenix, AZ 85007
Address

City State Zip

Signature
Tom J. Rankin
Date

Tom J. Rankin, Mayor
Typed Name and Title

Town of Florence
Entity Name

775 N. Main Street, Suite 102
Address

Florence, AZ 85132
City State Zip

RESERVED FOR THE ATTORNEY GENERAL

RESERVED FOR THE TOWN ATTORNEY

Attorney General 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 those parties to the Agreement represented by the Attorney General this

I have reviewed the Intergovernmental Agreement between Arizona State Parks Board and the Town of Florence and declare this agreement to be in proper form and within the powers of authority granted to the Town under the laws of the State of Arizona this

29th day of April, 2013

2nd day of May, 2013

TOM HORNE
The Attorney General

Assistant Attorney General Signature Date

Town Attorney Signature Date


RESERVED FOR THE TOWN CLERK

I, Lisa Garcia, Clerk of the Town of Florence, do hereby certify that the foregoing and attached Intergovernmental Agreement between the Arizona State Parks Board and the Town of Florence, was passed and adopted by the Town Council of the Town of Florence, at the regular meeting held this 20 day of May, 2013.

ATTEST

TOWN Clerk Signature

5/20/13
Date

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 9c.
MEETING DATE: April 4, 2016 DEPARTMENT: Administration STAFF PRESENTER: Jennifer Evans, Management Analyst SUBJECT: 2016 Fair Housing Proclamation		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <ul style="list-style-type: none"> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input checked="" type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Proclaim April 2016 as Fair Housing Month.

BACKGROUND/DISCUSSION:

All recipients of Community Development Block Grant (CDBG) funds must certify they affirmatively further fair housing. Declaration of this proclamation is required each year for the Town to continue to receive CDBG funds.

The Town of Florence currently is using \$226,279 in CDBG funds and \$275,000 in State Housing funds to complete four housing rehabilitation projects.

FINANCIAL IMPACT:

None

STAFF RECOMMENDATION:

Proclaim April 2016 as Fair Housing Month.

ATTACHMENTS:

Proclamation

Proclamation

FAIR HOUSING PROCLAMATION

WHEREAS, the Civil Rights Act of 1968, commonly known as the Federal Fair Housing Act and the Fair Housing Amendments Act of 1988, prohibit discrimination in the sale, rental, leasing and financing of housing or land to be used for the construction of housing or in the provision of brokerage service on the basis of: race, color, religion, sex, disability, familial status or national origin; and

WHEREAS, the 1986 and 1988 Federal Fair Housing Acts declare that it is a national policy to ensure equal opportunities in housing; and

WHEREAS, April has traditionally been designated as Fair Housing Month in the United States.

NOW, THEREFORE, I, Tom J. Rankin, Mayor of the Town of Florence, Arizona, do hereby proclaim April as Fair Housing Month in the Town of Florence, and do hereby urge all residents of this community to comply with and show their support for the letter and spirit of the Fair Housing Acts.

Issued this 4th day of April, 2016.

Tom J. Rankin, Mayor

ATTEST:

Lisa Garcia, Town Clerk



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 9d.

MEETING DATE: April 4, 2016

DEPARTMENT: Fire Department

STAFF PRESENTER: David Strayer, Fire Chief

SUBJECT: Arizona State Forestry Division Cooperative Intergovernmental Agreement

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

RECOMMENDED MOTION/ACTION:

Authorization to enter into a Cooperative Agreement with the State Forester, superseding all previous Memorandums of Understanding and Cooperative Agreements for the protection of its forests and wildlands.

BACKGROUND/DISCUSSION:

The Town of Florence Fire Department wishes to enter into a Cooperative Agreement with the Arizona State Forester for the protection of its forests and wildlands as authorized under A.R.S. Sections 37-623(F), 9-220(8), 9-240(B)(7)(a) and 48-805(B)(16) and; the protection of forest, wild and agricultural lands, and rural structures as provided for within the Cooperative Forestry Assistance Act.

The Town has had an agreement with the Arizona State Forestry from April 1, 2002 through May 14, 2010, and then from April 1, 2012 through March 31, 2016.

FINANCIAL IMPACT:

The State Forester agrees to pay and reimburse the Town of Florence, out of State Forestry allocated funding, for fire suppression activities, equipment and manpower at the rates established per the Cooperative Fire Rate Agreement (FM104) on file with the State Forester; provided; however, that payment shall be made only for such activities on lands outside the Cooperator's established boundaries or service area when requested by the State Forester.

STAFF RECOMMENDATION:

Authorization to enter into a Cooperative Agreement with the State Forester, superseding all previous Memorandums of Understanding and Cooperative Agreements for the protection of its forests and wildlands.

ATTACHMENTS:

Agreement

**ARIZONA STATE FORESTRY DIVISION
COOPERATIVE INTERGOVERNMENTAL AGREEMENT**

This Cooperative Agreement ("Agreement") is made by and between Town of Florence hereinafter referred to as the Cooperator, and the State Forester (collectively the "Parties"). This Agreement supersedes all previous Memorandums of Understanding and Cooperative Agreements and will become effective upon the final signature.

WITNESSETH:

WHEREAS the Cooperator wishes to enter into a Cooperative Agreement with the State Forester for the protection of its forests and wildlands as authorized under A.R.S. Sections 37-623(F), 9-220 (8), 9-240(B)(7)(a) and 48-805(B)(16) and; the protection of forest, wild and agricultural lands, and rural structures as provided for within the Cooperative Forestry Assistance Act, 16 U.S.C. Section 2106; and

WHEREAS this is an Intergovernmental Agreement entered into pursuant to A.R.S. § 11-952; and

WHEREAS it is in the best interest of the State of Arizona to have wildland fires detected and suppressed quickly before they become large and more difficult to control; and

WHEREAS the Cooperator represents that it is a duly constituted fire department, fire district, or political subdivision of the State authorized to provide fire protection within the boundaries of the map attached hereto and by reference made a part hereof (Appendix A); and

WHEREAS the Cooperator may have a limited number of units of firefighting equipment that can be made available to the State Forester for fire suppression work; and

WHEREAS the Cooperator may have the capability to respond and suppress fires under the jurisdiction of the State Forester on a more timely and effective basis than any other assets or resources in the state; and

WHEREAS the Cooperator can more adequately carry out this function if additional equipment and technical assistance is available; and

WHEREAS the State Forester may have a limited number of units of firefighting equipment that can be made available to fire associations, fire districts, and incorporated fire departments involved in fire suppression; and

WHEREAS it has been determined to be advantageous to the State Forester in the proper discharge of his responsibilities to make certain equipment available to the Cooperator;

NOW THEREFORE, the parties to this Agreement do hereby agree as follows:

A. THE STATE FORESTER AGREES:

1. To make available organizational assistance, technical training and other expertise as available on his staff;
2. To provide State Forester's and other wildland fire training resources and funding when deemed available by the State Forester;

3. To provide State resources and resources under State agreement to the Cooperator for wildland fire suppression, pre-suppression, and for unplanned all-risk emergencies within the Cooperator's boundary or service area when requested by the Cooperator and deemed available by the State Forester. Per A.R.S. §37-623.02.H, the State Forester may require reimbursement for cost incurred for these requested resources. The State Forester will determine as soon as practical after each request, the need for reimbursement. This determination will be based upon one or more of the following factors; the type of request, resources furnished, jurisdiction, land ownership, threat, state or federal emergency declaration status, and the actual costs of those resources to the State.;
4. To pay and reimburse the Cooperator, out of State Forestry allocated funding, for fire suppression activities, equipment and manpower at the rates established per the Cooperative Fire Rate Agreement (FM104) on file with the State Forester; provided, however, that payment shall be made only for such activities on lands outside the Cooperator's established boundaries or service area when requested by the State Forester;
5. That the Cooperator may refuse to furnish manpower and equipment when requested by the State Forester if by so doing it would reduce the Cooperator's resources to a level where he could no longer maintain an adequate level of fire protection on lands within his boundary or service area;
6. To make available such firefighting and training equipment as can be obtained and is suitable for the use of the Cooperator in fire management work and wildland fire training;
7. That title to all accessories, tools, equipment, sirens, etc., which the Cooperator adds or attaches to state equipment provided by the State Forester will remain the property of the Cooperator and the Cooperator shall remove same prior to returning same equipment to the State Forester;
8. To pay and reimburse the Cooperator, out of State Forestry allocated funding, for instructors conducting approved fire training instruction, at the State Forester's request and at the rate for instructors included in the Arizona State Forester's Emergency Pay Plan plus travel expenses, if applicable, at the approved state rates;
9. That no reimbursement for loss, damage or destruction of equipment due to ordinary wear and tear will be made;
10. To provide necessary forms as needed by the Cooperator in executing his responsibilities under this Agreement;
11. To the extent possible, to assist the Cooperator in ordering and obtaining fire training material and equipment through the federal supply system (GSA, NWCG, & NIFC);
12. That the Cooperator may purchase wildland firefighting equipment and supplies through the State Forester's procurement system.

B. THE COOPERATOR AGREES:

1. To respond to and engage in fire suppression actions on all wildland fires on State and Private lands within the Cooperator's boundary or service area as set forth in attached Appendix A at the Cooperator's expense;
2. To respond and engage in wildland fire suppression, pre-suppression, and for unplanned all-risk emergencies upon lands under the jurisdiction of the State Forester located outside the Cooperator's boundary or service area as set forth in attached Appendix A at such time and with equipment and manpower available as requested by the State Forester;
3. To maintain and make available for use at the request of the State Forester manpower and equipment subject to the provisions of the Cooperative Fire Rate Agreement (FM 104);

4. To accept direction and supervision by the State Forester or his duly authorized representatives while engaged in suppression or other activities at the State Forester's request;
5. To submit a State Forester's Arizona Individual Wildland Fire Report (Wild-RPT-1) within 15 days, for each wildland fire that the Cooperator responds to outside their jurisdiction, on which they are the incident commander;
6. To provide the State Forester with a summary report on all known wildland fires inside their jurisdiction on a calendar year basis by February 1st of each year;
7. That if the Cooperator agrees to provide approved wildland firefighting training courses at the State Forester's request, the courses will meet the standards set by the National Wildfire Coordinating Group for the Wildland and Prescribed Fire Qualification System;
8. To provide to the State Forester, for approved training courses, a summary report on courses provided, number of students trained, and number of fire departments represented on a calendar year on a quarterly basis;
9. To participate to the extent possible in fire prevention activities within their boundary or service area as requested by the State Forester;
10. To submit claims for reimbursement to the State Forester within thirty (30) days after release of its manpower and/or equipment in the manner and form prescribed by the State Forester;
11. To submit claims for reimbursement to the State Forester within thirty (30) days after completion of authorized training courses in the manner and form prescribed by the State Forester;
12. To maintain wildland fire training qualifications as set forth by the State Forester;
13. To accept and use equipment obtained from the State Forester pursuant to this agreement ("Assigned Equipment");
14. To maintain the Assigned Equipment in operable condition and state of readiness, and promptly report any loss or damage of such equipment to the State Forester;
15. To obtain prior approval for any planned alterations of the Assigned Equipment from the State Forester;
16. To provide adequate shelter from the weather elements for the Assigned Equipment;
17. Upon request, to promptly provide the State Forester with a report of the condition of Assigned Equipment;
18. That the Assigned Equipment may not be sold, transferred, loaned or otherwise disposed of, or traded, but must be returned to the State Forester unless part of the Firefighter Program (FFP) through the Department of Defense and US Forest Service and the agreement there of;
19. To require any contractors or subcontractors of the Cooperator operating under this Agreement to maintain, the following minimum insurance coverage.

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

The *insurance requirements* herein are minimum requirements and in no way limit the indemnity covenants contained in this Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or its contractors or subcontractors from liabilities that might arise out of the performance of the work under this Agreement by the Cooperator, its agents, representatives, employees, contractors or subcontractors, and Cooperator and its contractors

and subcontractors are free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below. The term “Contractor” throughout this Section 19 refers only to a contractor or subcontractor of the Cooperator, if any. None of the obligations under this Section 19, other than the duty of the Cooperator to provide a Certificate of Insurance under Section 19.1 are applicable to the Cooperator.

1. Commercial General Liability – Occurrence Form

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

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Premises \$ 50,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed **(Blanket Endorsements are not acceptable)** to include the following additional insured language: **“The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.”** Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

b. Policy shall contain a waiver of subrogation endorsement **(Blanket Endorsements are not acceptable)** in favor of the **“State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees”** for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

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

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

a. The policy shall be endorsed **(Blanket Endorsements are not acceptable)** to include the following additional insured language: **“The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”**. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

b. Policy shall contain a waiver of subrogation endorsement **(Blanket Endorsements are not acceptable)** in favor of the **“State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees”** for losses arising from work performed by or on behalf of the Contractor.

c. Policy shall contain a severability of interest provision.

3. Worker's Compensation and Employers' Liability

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

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

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed (**Blanket Endorsements are not acceptable**) to contain, the following provisions:

- 1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S § 41-621 (E).
- 2. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the IGA.

C. **NOTICE OF CANCELLATION:** With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to the Department and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Contractors insurance shall be placed with companies licensed in the State of Arizona. Insurers shall have an “A.M. Best” rating of not less than A- VII or duly authorized to transact Workers’ Compensation insurance in the State of Arizona. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements (**Blanket Endorsements are not acceptable**) are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* of this Section 19 must have prior approval from the State of Arizona Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Cooperator, Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance or other Certificate of Insurance to the State Forester's Office as the Agent of the State of Arizona. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

20. INDEMNIFICATION:

Each Party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other Party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of injury to any person (including death) or property damage resulting from, or in connection with, the performance of this Agreement, but only to the extent that such injury or damage is caused by the negligent act or omission or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. For the purposes of this Section 20, an agent, employee, or volunteer of the Cooperator who is working under the jurisdiction, direction or supervision of the State Forester is the Cooperator's agent, employee, or volunteer and not the agent, employee or volunteer of the State Forester. The preceding sentence does not limit or affect the application of A.R.S. §23-1022, including the circumstances in which an employee is deemed to be an employee of both Parties for purposes of that statute.

This Section 20 does not reduce the degree of negligence or fault that the injured party or other third party must establish in the underlying Claim to recover for any injury or damage, or affect any defense to such underlying Claim.

In addition, if and only if the Cooperator uses contractors or subcontractors, which decision the Cooperator may make in its sole and absolute discretion, the Cooperator shall cause its contractor(s) and subcontractors, if any, to defend, indemnify, and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, reasonable attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Cooperator's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

IT IS MUTUALLY AGREED:

1. That every obligation of either Party under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation; if funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by either Party at the end of the period for which funds are available. No liability shall accrue to either Party in the event this provision is exercised, and neither Party shall be obligated or liable for any future payments for any damages as a result of termination under this paragraph.
2. That the Cooperator will be hired and reimbursed, for suppression or other activities, as set forth in the "Cooperative Fire Rate Agreement" (FM104) as agreed to and attached as exhibit "B". This Cooperative Fire Rate will be part of the master Agreement and attached at a later date and prior to hiring.
3. The equipment issued by the State Forester will be painted and identified and marked in a manner that will indicate the cooperation between the Cooperator and the State Forester, unless the equipment was acquired through the Firefighter Program and the title has been passed to the cooperator;
4. If the equipment is not used as provided by this agreement, the State Forester may remove said equipment upon written notification.
5. **Amendments:** This agreement may be modified only by a written amendment signed by both parties. However, if mutually agreed, the parties may enter into specific supplemental, written agreements, subject to appropriate approvals, to accomplish the goals of this agreement and to carry out its terms and conditions.
6. **Dispute Resolution:** In the event of a dispute, the parties agree to arbitrate the dispute to the extent required by A.R.S. Section 12-1518.
7. **Inspection and Audit of Records:** Pursuant to A.R.S. Sections 35-214 and -215, to the extent that they apply, the Cooperator shall retain all books, accounts, reports, files and other records ("Records") relating to this agreement for a period of five years after completion of the contract. All records shall be subject to inspection and audit by the State Forester at all reasonable times. Upon request, the Cooperator shall produce the original of any and all such records at the offices of the State Forester.
8. **Cancellation for Conflict of Interest:** Pursuant to A.R.S. Section 38-511, the either Party to the Agreement may, within three years after its execution, cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to this contract in any capacity, or a consultant to any other party to this contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the Governor is received by all other parties to the contract of the cancellation, unless the notice specifies a later time.
9. **Nondiscrimination:** The parties agree to comply with Arizona Governor's Executive Order 2009-09 -"Prohibition of Discrimination in Contracts Non-Discrimination in Employment by Government Cooperators and Subcontractors, Superseding Executive Order 99-4 and Amending Executive Order 75-5."
10. **Third-Party Antitrust Violations:** The Cooperator assigns to the State any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Cooperator toward fulfillment of this Agreement.

11. **Notices:** All notices required by this agreement shall be in writing delivered to the person and addresses specified below or to such other persons or addresses as either party may designate to the other party by written notice.

State Forester:

Office of the State Forester
 Arizona State Forestry Division
 1110 West Washington, Suite 100
 Phoenix, AZ 85007
 602-771-1400
 602-771-1421 fax

Cooperator:

Town of Florence

 P O Box 2670

 Florence AZ 85132

 520-868-7500

12. **Immigration Compliance:** Cooperator warrants its compliance with all federal immigration laws and regulations that relate to their employees and its compliance with section 23-214, subsection A, and the compliance of any of its contractors or subcontractors. A breach of this warranty shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract. The State retains the legal right to inspect the papers of any Cooperator, contractor or subcontractor employee who works on the contract to ensure that the Cooperator, contractor or subcontractor is complying with the warranty.
13. **Workers' Compensation:** For purposes of workers' compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this Agreement, is deemed to be an employee of both the Party who is the primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries they are then working, as provided in A.R.S. §23-1022(D). The primary employer of such employee shall be solely liable for payment of workers' compensation benefits for the purpose of this section. Each Party herein shall comply with the provisions of A.R.S. §23-1022(E) by posting the notice required.
14. **Term:** This Agreement will continue (10) ten years from effective date, unless terminated by either party by (30) thirty days written notice to the other.
15. **Compliance with Laws:** The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

In WITNESS WHEREOF the parties by and through their duly qualified acting officials have hereunto set their hands.

COOPERATOR:

Tom J. Rankin

 (Print Name)

 Signature

Mayor

 Title

 Date

 Witness

 Witness

STATE FORESTER:

Jeff Whitney
Print Name

Signature

State Forester
Title

Date

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with A.R.S. § 11-952, this Agreement has been reviewed by the undersigned who have determined that this Agreement is in appropriate form and is within the powers and authority of the respective parties.

Attorney General

Attorney for the Fire Department, District or City

By: _____
Assist. Attorney General
Attorney for State Forester

By: _____

Date: _____

Date: _____

CORE/0766419.0084/117550185.3

**Town of Florence
Summary of Warrants Paid
As of February 2016**

Source	Amount
Accounts Payable-Warrant Register	773,665.23
ACH/Wire Transfers	
sales tax payments - ADOR	20,557.89
child support/assignment PR levys	4,711.92
credit/debit/analysis/bank fees	6,462.48
FSA Collateral & Disbursements	4,250.62
AFLAC payments	4,905.85
deferred comp payments	22,351.90
Total Transfers	63,240.66
Electronic Retirement Transfers	
ppd 1 - ASRS	45,971.05
ppd 2 - ASRS	45,366.47
ppd 1 - Securian (Firefighter Pension)	332.72
ppd 2 - Securian (Firefighter Pension)	456.86
Total Retirement Transfers	92,127.10
Payroll Transfers	
ppd 1	224,124.97
ppd 2	229,317.60
Total Payroll Transfers	453,442.57
Credit Union Transfers	
ppd 1	4,511.62
ppd 2	4,511.62
Total Credit Union Transfers	9,023.24
Electronic State Tax Transfers	
ppd 1	7,990.42
ppd 2	7,557.35
Total State Tax Deposits	15,547.77
Electronic Federal Tax Transfers	
ppd 1	67,645.77
ppd 2	63,609.49
Total Federal Tax Deposits	131,255.26
Total Warrants	\$1,538,301.83

GL Account	Check Number	Check Issue Date	Merchant Name	Invoice Number	Invoice Date	Description	Check Amount	Department Sub-Total
Accounts Payable								
10160000	103028	2/29/2016	Temporary Vendor	OP-11208206	2/19/2016	OVERPAYMENT	160.68	
10201500	102834	2/12/2016	WEX BANK	43848685	1/31/2016	FUEL	11,479.36	
10202000	102764	2/5/2016	ARIZONA STATE TREASURER	16-Jan	2/4/2016	STATE JCEF	527.60	
10202500	102764	2/5/2016	ARIZONA STATE TREASURER	16-Jan	2/4/2016	ZFAR 1	2,061.08	
10202501	102764	2/5/2016	ARIZONA STATE TREASURER	16-Jan	2/4/2016	ZFAR 2	481.27	
10203000	102780	2/5/2016	PINAL COUNTY TREASURER	Jan-16	2/4/2016	JUSTICE COURT FEE	52.85	
10203300	102770	2/5/2016	DEPARTMENT OF PUBLIC SAFETY	15-Jan	2/4/2016	ASSESSMENT CITING AGENCY FEE	2.36	
10204000	102764	2/5/2016	ARIZONA STATE TREASURER	16-Jan	2/4/2016	STATE SURCHARGES	8,923.72	
10209000	102764	2/5/2016	ARIZONA STATE TREASURER	16-Jan	2/4/2016	VICTIMS RIGHTS ENFORCEMENT	94.48	
10210300	102824	2/10/2016	PRINCIPAL LIFE COMPANY	104468310001 216	2/1/2016	INSURANCE PREMIUM	4,177.24	
10225000	102713	2/2/2016	AZ PUBLIC SAFETY RETIREMENT	PPE 0122/16PD	1/29/2016	RETIREMENT CONTRIBUTIONS POLICE	18,931.94	
10225000	102842	2/17/2016	AZ PUBLIC SAFETY RETIREMENT	PPE0205/16PD	2/11/2016	RETIREMENT CONTRIBUTIONS POLICE	18,747.64	
10225000	102991	2/29/2016	AZ PUBLIC SAFETY RETIREMENT	PPE 02/1916	2/26/2016	RETIREMENT CONTRIBUTIONS POLICE	22,303.01	
10225100	102713	2/2/2016	AZ PUBLIC SAFETY RETIREMENT	PPE 0122/16FIRE	1/29/2016	ACR-FIRE PSR	990.69	
10225100	102713	2/2/2016	AZ PUBLIC SAFETY RETIREMENT	PPE 0122/16FIRE	1/29/2016	RETIREMENT CONTRIBUTIONS FIRE	16,149.61	
10225100	102842	2/17/2016	AZ PUBLIC SAFETY RETIREMENT	PPE20516-FIRE	2/11/2016	ACR-FIRE PSR	990.69	
10225100	102842	2/17/2016	AZ PUBLIC SAFETY RETIREMENT	PPE20516-FIRE	2/11/2016	RETIREMENT CONTRIBUTIONS FIRE	15,264.30	
10225100	102991	2/29/2016	AZ PUBLIC SAFETY RETIREMENT	PPE 0219/16FIRE	2/26/2016	ACR-FIRE PSR	990.69	
10225100	102991	2/29/2016	AZ PUBLIC SAFETY RETIREMENT	PPE 0219/16FIRE	2/26/2016	RETIREMENT CONTRIBUTIONS FIRE	15,299.39	
10226200	102824	2/10/2016	PRINCIPAL LIFE COMPANY	104468310001 216	2/1/2016	DENTAL PREMIUMS	8,763.22	
10226300	102830	2/10/2016	VISION SERVICE PLAN	FB16-12253996	1/21/2016	VISION INSURANCE	2,107.28	
10241000	102748	2/2/2016	UNITED WAY OF PINAL COUNTY	PPE 0122/16	1/29/2016	EMPLOYEES CONTRIBUTIONS	2.00	
10241000	102876	2/17/2016	UNITED WAY OF PINAL COUNTY	PPE 02/05/16	2/11/2016	EMPLOYEES CONTRIBUTIONS	2.00	
10243000	102820	2/10/2016	NEW YORK LIFE INSURANCE	Feb-16	2/9/2016	MONTHLY INVOICE	416.29	
10250038	102764	2/5/2016	ARIZONA STATE TREASURER	16-Jan	2/4/2016	STATE FINES	4,074.38	
10260000	102753	2/3/2016	CenturyLink Claims	TR2008-0421	2/2/2016	RESTITUTION	1,507.36	
Sub-Total								154,501.13
General Fund Revenue								
10320212	102873	2/17/2016	Temporary Vendor	8514620	2/11/2016	REFUND PERMIT	279.25	
10339603	102722	2/2/2016	Temporary Vendor	REF/REMOVED	1/28/2016	PARTICIPANT WAS REMOVED PARENT REQUEST	35.00	
10339603	102732	2/2/2016	Temporary Vendor	CANCEL-TOURNY	2/1/2016	CLASS CANCELLED NOT ENOUGH SIGN UPS	200.00	
10339603	102736	2/2/2016	Temporary Vendor	TOURNY-REFUND	2/1/2016	CLASS CANCELLED NOT ENOUGH SIGN UPS	200.00	
10339604	102721	2/2/2016	Temporary Vendor	REF-TOURNAMENT	1/28/2016	CLASS CANCELLED NOT ENOUGH SIGN UPS	200.00	
10339604	102814	2/10/2016	Temporary Vendor	REF-KIDS1	2/1/2016	CLASS CANCELLED NOT ENOUGH SIGN UPS	25.00	
10339604	102815	2/10/2016	Temporary Vendor	REFKIDSII	2/1/2016	CLASS CANCELLED NOT ENOUGH SIGN UPS	25.00	
10339605	102804	2/10/2016	Temporary Vendor	REF-IRVIN	2/3/2016	FARMERS MARKET PROGRAM CANCELLED	32.00	
10339605	103014	2/29/2016	Temporary Vendor	REF-TOUR-TICKETS	2/25/2016	REFUND INCORRECT CHGD WRONG FOR HOME TOUR	15.00	
10339606	102936	2/25/2016	Temporary Vendor	SILVERGYM REF	2/9/2016	SIGNED UP AND CANCELLED MEMEBERSHIP	24.00	
10348777	102713	2/2/2016	AZ PUBLIC SAFETY RETIREMENT	PPE 0122/16FIRE	1/29/2016	FIRE INSURANCE PREMIUM TAX	(967.07)	
10348777	102842	2/17/2016	AZ PUBLIC SAFETY RETIREMENT	PPE20516-FIRE	2/11/2016	FIRE INSURANCE PREMIUM TAX	(967.07)	
10348777	102991	2/29/2016	AZ PUBLIC SAFETY RETIREMENT	PPE 0219/16FIRE	2/26/2016	FIRE INSURANCE PREMIUM TAX	(967.07)	
Sub-Total								(1,865.96)

Town Council

10501201	102881	2/18/2016 Verizon Wireless	9759249183	1/21/2016 CELL PHONES	261.54
10501205	102890	2/23/2016 Casa Grande Valley Newspaper In	PN 1568-15ENG	1/21/2016 PUBLIC NOTICE/RESOLUTION NO. 1568 (ENGLISH)	210.38
10501205	102890	2/23/2016 Casa Grande Valley Newspaper In	PN 1568-15SPAN	1/21/2016 PUBLIC NOTICE/RESOLUTION NO. 1568 (SPANISH)	235.62
10501301	924401	2/15/2016 WALMART COMMUNITY # 0005 7	013116 STMT	1/15/2016 PURCHASE WALMART.COM 8009666546 - COFFEE MAKER	28.60
10501314	102890	2/23/2016 Casa Grande Valley Newspaper In	94026701	12/24/2015 CHRISTMAS GREETINGS	25.50
10501402	102828	2/10/2016 TARA WALTER	JAN14TH 16	1/24/2016 PER DIEM FOR BREAKFAST WITH THE GOVERNOR	41.23
10501402	102889	2/23/2016 BRENT BILLINGSLEY	REIM 20816	2/11/2016 LUNCHEON WITH MAYOR AND EAST VALLEY PARTNERSHIP	40.00
10501402	924401	2/15/2016 EAST VALLEY PARTNERSHIP	013116 STMT	1/6/2016 BREAKFAST WITH THE GOVERNOR - TARA WALTER	60.00
10501402	924401	2/15/2016 EAST VALLEY PARTNERSHIP	013116 STMT	1/6/2016 BREAKFAST WITH THE GOVERNOR - TOM RANKIN	60.00
10501402	924401	2/15/2016 Hilton Garden Inn	013116 STMT	1/16/2016 STATE TRANSPORTATION BOARD MEETING - TOM RANKIN	160.43
10501404	102899	2/23/2016 OFFICE DEPOT INC	819051809-001	1/21/2016 ELECTION FOLDERS	25.61
10501404	102913	2/24/2016 Casa Grande Valley Newspaper In	PN SPECELEC SPAN	2/11/2016 PUBLIC NOTICE/CALL OF A SPECIAL ELECTION (SPANISH)	95.37
10501404	102913	2/24/2016 Casa Grande Valley Newspaper In	PNSPECELE ENG	2/11/2015 PUBLIC NOTICE/CALL OF A SPECIAL ELECTION (ENGLISH)	86.96
Sub-Total					1,331.24

Town Administration

10502201	102881	2/18/2016 Verizon Wireless	9759249183	1/21/2016 CELL PHONES	182.71
10502203	102896	2/23/2016 Konica Minolta	236929993	12/17/2015 MAINTENANCE AGREEMENT 11/18/2014 - 11/17/2015	4,173.80
10502217	103021	2/29/2016 SHRED-IT USA	9409389062	2/11/2016 SHREDDING - ADMIN	22.66
10502301	102733	2/2/2016 LANE AWARD MANUFACTURING	248574	1/20/2016 NAME BADGE - BRENT BILLINGSLEY	11.53
10502301	102739	2/2/2016 OFFICE DEPOT INC	811901570-001	12/15/2015 OFFICE SUPPLIES	128.68
10502301	102899	2/23/2016 OFFICE DEPOT INC	819051977-001	1/21/2016 FOLDERS & DYMO LABELS	109.97
10502301	102899	2/23/2016 OFFICE DEPOT INC	819051978-001	1/23/2016 DATE STAMP	79.27
10502301	924401	2/15/2016 Vistaprint Netherlands B.V.	013116 STMT	1/11/2016 BUSINESS CARDS FOR TOWN MANAGER	19.39
10502301	924401	2/15/2016 WALMART COMMUNITY # 0005 7	013116 STMT	1/15/2016 PURCHASE WALMART.COM 8009666546 - COFFEE MAKER	28.60
Sub-Total					4,756.61

Courts

10503301	102865	2/17/2016 OFFICE DEPOT INC	8.2051E+11	1/28/2016 OFFICE SUPPLIES - PENS AND POST ITS	38.25
Sub-Total					38.25

Legal

10504217	102726	2/2/2016 Gust Rosenfeld P.L.C.	304886	1/12/2016 LEGAL SERVICES: CURIS DEC 2015	11,562.80
10504217	102735	2/2/2016 LUMEN LEGAL	149558	1/24/2016 LEGAL SERVICES: CURIS 1/11-1/24 2016	1,413.75
10504217	102920	2/24/2016 Gust Rosenfeld P.L.C.	305497	2/3/2016 LEGAL SERVICES: CURIS JAN 2016	5,958.00
10504401	102897	2/23/2016 LEXIS NEXIS	160149639	1/31/2016 LEGAL RESEARCH JAN 2016	187.00
10504401	102907	2/23/2016 STATE BAR OF ARIZONA	CM DUES2016	2/16/2016 BAR DUES	590.00
10504408	924401	2/15/2016 WALMART COMMUNITY # 0005 7	013116 STMT	1/15/2016 PURCHASE WALMART.COM 8009666546 - COFFEE MAKER	28.59
Sub-Total					19,740.14

Finance

10505201	102881	2/18/2016 Verizon Wireless	9759249183	1/21/2016 CELL PHONES	64.73
10505202	102833	2/12/2016 U. S. Post Master	UTILITY-FEB2016	2/9/2016 PREPAID POSTAGE FOR UTILITY BILLINGS	8,000.00
10505203	102839	2/17/2016 Arizona Office of Technology	IN156797	1/25/2016 COPIER QUARTERLY BILL	1,030.65
10505204	102787	2/10/2016 Advanced Infosystems	12837	2/8/2016 DATA PROCESSING OF UTILITY BILLS	976.63
10505217	103021	2/29/2016 SHRED-IT USA	9409389062	2/11/2016 SHREDDING - FINANCE	22.68
10505227	102834	2/12/2016 WEX BANK	43848685	1/31/2016 BANK FEES	5.00
10505227	102834	2/12/2016 WEX BANK	43848685	1/31/2016 BANK FEES-CREDIT	(463.86)
10505301	924401	2/15/2016 OFFICE DEPOT INC	013116 STMT	1/4/2016 CREDIT - RETURN OF CREDIT CARD PAPER WRONG SIZE.	(16.08)
10505301	924401	2/15/2016 OFFICE DEPOT INC	013116 STMT	1/4/2016 PURCHASE BANKERS BOXES FOR FINANCE	88.54
10505301	924401	2/15/2016 OFFICE DEPOT INC	013116 STMT	1/4/2016 SELF-INKING STAMP FOR CASH RECEIPTING	79.05
10505301	924401	2/15/2016 OFFICE DEPOT INC	013116 STMT	1/18/2016 MANILA CLASP ENVELOPES FOR CASH RECEIPTING	16.29
10505301	924401	2/15/2016 Wist Office Products	013116 STMT	1/12/2016 PURCHASE CREDIT CARD PAPER (CASE OF 50)	43.78
10505420	924401	2/15/2016 CASELLE, INC.	013116 STMT	1/12/2016 CONTRACT SUPPORT & MAINTENANCE 02/01/16-02/29/16	1,496.00
Sub-Total					11,343.41

Human Resource

10508201	102881	2/18/2016 Verizon Wireless	9759249183	1/21/2016 CELL PHONES	35.73
10508205	102795	2/10/2016 Casa Grande Valley Newspaper In	189658	1/21/2016 CLASSIFIED ADS	50.25
10508205	102795	2/10/2016 Casa Grande Valley Newspaper In	189751	1/28/2016 CLASSIFIED ADS	16.60
10508217	102792	2/10/2016 Benefit Intelligence, Inc. (Consult/	33	2/1/2016 MONTHLY CONSULT A DOC SERVICES	577.50
10508217	102854	2/17/2016 First Medical Advisory Group	17207	1/28/2016 PSPRS-IME	2,895.00
10508217	102974	2/26/2016 INFINISOURCE, INC.	722975	2/9/2016 ADMINISTRATIVE FEE	222.75
10508217	102981	2/26/2016 Tri-City Express Care, PLLC	2921262	1/7/2016 POST ACCIDENT DRUG TEST	25.00
10508301	102739	2/2/2016 OFFICE DEPOT INC	816472717-001	1/12/2015 CREDIT FOR DATE STAMP	(35.72)
10508314	102823	2/10/2016 PINAL CO. FEDERAL CREDIT UNIOI	1-5YR 216	2/8/2016 VISA GIFT CARD	55.00
10508314	924401	2/15/2016 BANKCARD CENTER	013116 STMT	1/7/2016 COOLIDGE FLOWER SHOP FOR CITY MGR	46.62
10508314	924401	2/15/2016 BAUDVILLE	013116 STMT	1/27/2016 RETIREMENT AWARD FOR S PANKEY	89.45
Sub-Total					3,978.18

Community Development

10510201	102881	2/18/2016 Verizon Wireless	9759249183	1/21/2016 CELL PHONES	90.63
10510203	102742	2/2/2016 SOUTHWESTERN BUSINESS FORM	21301	1/21/2016 BUSINESS CARDS AND INSPECTION REPORTS	203.90
10510203	102742	2/2/2016 SOUTHWESTERN BUSINESS FORM	21338	1/21/2016 BUSINESS CARDS AND INSPECTION REPORTS	43.92
10510203	924401	2/15/2016 B&H PHOTO VIDEO	013116 STMT	1/4/2016 EPSON INK CARTRIDGES FOR GIS	874.06
10510207	102829	2/10/2016 Toshiba Business Solutions,USA	12538347	2/1/2016 COPIER LEASE AND USAGE	349.59
10510215	102906	2/23/2016 SOUTHWEST GAS CORPORATION	Feb-16	2/9/2016 COMMUNITY DEVELOPMENT GAS	79.11
10510215	102912	2/24/2016 ARIZONA PUBLIC SERVICE	16-Jan	2/8/2016 ELECTRIC	475.31
10510301	102739	2/2/2016 OFFICE DEPOT INC	818924888-001	1/20/2016 OFFICE SUPPLIES	57.02
10510301	102739	2/2/2016 OFFICE DEPOT INC	818929099-001	1/20/2016 OFFICE SUPPLIES	43.33
10510301	924401	2/15/2016 HOLLINGER MEDAL EDGE	013116 STMT	1/14/2016 L-SLEEVE FOR SCANNING BLUE PRINTS	101.57
10510323	102900	2/23/2016 Paladin Data System Corporation	240139	1/31/2016 YEAR 4 ANNUAL SUBSCRIPTION	22,403.40
10510401	102878	2/18/2016 AMERICAN PLANNING ASSOCIATI	187771-1613	1/27/2016 APA MEMBERSHIP - GILBERT OLGIN	361.00
Sub-Total					25,082.84

Police - Administration

10511201	102881	2/18/2016 Verizon Wireless	9759249183	1/21/2016 CELL PHONES	559.14
10511201	102881	2/18/2016 Verizon Wireless	9759249183	1/21/2016 DATA CARDS	1,166.88
10511201	102959	2/26/2016 CENTURYLINK	VARIOUS 2/16	2/16/2016 911-LOCATOR-9627	293.46
10511215	102765	2/5/2016 BIA	16-Jan	2/1/2016 104233-ELECTRIC	137.81
10511215	102912	2/24/2016 ARIZONA PUBLIC SERVICE	16-Jan	2/8/2016 ELECTRIC	1,675.45
10511217	103021	2/29/2016 SHRED-IT USA	9409389062	2/11/2016 SHREDDING - POLICE	22.66
10511222	102762	2/3/2016 THE WATER SHED	7518	1/19/2016 ICE FOR PD	7.95
10511401	102728	2/2/2016 INT'L ASSOC OF CHIEF OF POLICE	1001189099	1/1/2016 2016 MEMBERSHIP FOR LT. TRYON	150.00
10511401	102755	2/3/2016 FBINAA FBI Nation Academy	2016 DUES DH	2/1/2016 MEMBERSHIP FOR CHIEF HUGHES 2016	110.00
10511401	102756	2/3/2016 INT'L ASSOC OF CHIEF OF POLICE	1596120-16	1/8/2016 2016 MEMBERSHIP FOR CHIEF HUGHES	150.00
10511401	102987	2/29/2016 AACOP, c/o GILBERT POLICE DEPT	2016-DH TT DUES	2/25/2016 MEMBERSHIP FOR CHIEF AND LT. 2016	525.00
10511401	103019	2/29/2016 PINAL CO LAW ENFORCEMENT AS	2016DUES CHIEFH	2/25/2016 MEMBERSHIP DUES FOR CHIEF HUGHES 2016	100.00
10511444	102995	2/29/2016 Custom Interior & Cabinetry	122	2/22/2016 LAW ENFORCEMENT RETIREMENT BOX-PANKEY	175.00
Sub-Total					5,073.35

Police - Support Services

10512207	102734	2/2/2016 LANGUAGE LINE SERVICES	3744827	12/31/2015 LANGUAGE LINE SERVICE	2.63
10512215	102906	2/23/2016 SOUTHWEST GAS CORPORATION	Feb-16	2/9/2016 SERVICE TO POLICE EVIDENCE/DATA CENTER	332.35
10512215	102912	2/24/2016 ARIZONA PUBLIC SERVICE	16-Jan	2/8/2016 ELECTRIC	2,934.69
10512301	102741	2/2/2016 REGINA QUINONES	REIM-08261	1/27/2016 OFFICE SUPPLY (VACUUM FOR DISPATCH AREA)	39.96
Sub-Total					3,309.63

Police - Operations

10514302	102750	2/2/2016 WILLIAM TATLOCK	REF-OPS 1/16	1/12/2016 REIMBURSEMENT FOR OPS SUPPLIES	25.51
10514302	102796	2/10/2016 CENTERLINE SUPPLY WEST, INC.	74422	2/5/2016 PARKING SIGNS FOR OPS USE	192.79
10514302	102996	2/29/2016 DARWIN L. BANKS	REIM 112515	11/15/2015 REIMBURSEMENT FOR OPS-MOTOR OIL	25.00
10514302	103016	2/29/2016 MIKE ALSTON	REIM 12116	1/21/2016 REIMBURSEMENT FOR OPERATING SUPPLIES-MOTOR OIL	16.92
10514302	103025	2/29/2016 UNIVERSAL POLICE SUPPLY INC	187432	1/14/2016 RECHARGEABLE BATTERIES FOR OPS	44.60
10514304	102744	2/2/2016 SYMBOLARTS, LLC	231377C-IN	8/19/2015 BADGES FOR UNIFORM	62.00
10514309	102872	2/17/2016 SAN DIEGO POLICE EQUIP. CO.	621262	1/26/2016 10 CASES OF 40 S&W 108 GR, 16 CASES FEDERAL .223 55 GR. I	6,099.57
10514312	102868	2/17/2016 Proforce Law Enforcement	263796	2/3/2016 (40) OC SPRAY CANISTERS	410.51
10514401	102738	2/2/2016 National Canine Tracking System	K-9DUES2016	1/27/2016 DUES FOR K-9 TRACKING SYSTEM	100.00
10514403	102754	2/3/2016 Daniel Helsdingen	FEB 0316	1/27/2016 LUNCH PER DIEM: 2/3/16	12.00
10514403	102757	2/3/2016 Jesus, Guilin R.	FEB03-16	1/27/2016 LUNCH PER DIEM: 2/3/16	12.00
10514403	102759	2/3/2016 PHILLIP J. RICCOMINI	209-11/16	1/27/2016 LUNCH PER DIEMS: 2/9-11, 2016	45.00
10514403	102818	2/10/2016 MICHAEL A. PHILLIPS	209-11/16	2/8/2016 LUNCH PER DIEMS: 2/9-11,2016	45.00
10514403	102818	2/10/2016 MICHAEL A. PHILLIPS	HIDTA-22316	2/8/2016 LUNCH PER DIEM: 2/23/16 HIDTA TRAINING	15.00
10514403	102831	2/10/2016 WARREN VOIGHT P.	HIDTA-22316	2/8/2016 LUNCH PER DIEM: 2/23/16: HIDTA TRAINING	15.00
10514403	103023	2/29/2016 TASER INTERNATIONAL	MPHILLIPS 32216	2/25/2016 REGISTRATION FEE FOR PHILLIPS: 3/22/16	200.00
10514403	103026	2/29/2016 Van Meters & Associates, Inc.	MORRIS-33116	2/25/2016 REGISTRATION FOR (2) SGT'S-TRAINING 3/31/16	150.00
10514403	103026	2/29/2016 Van Meters & Associates, Inc.	PETERSON-33116	2/25/2016 REGISTRATION FOR (2) SGT'S-TRAINING 3/31/16	130.00
Sub-Total					7,600.90

Fire - Administration

10515201	102881	2/18/2016 Verizon Wireless	9759249183	1/21/2016 CELL PHONES	640.39
10515201	102881	2/18/2016 Verizon Wireless	9759249183	1/21/2016 DATA CARDS	1,166.88
10515207	102745	2/2/2016 TargetSolutions Learning, LLC	INV00000011790	1/11/2016 TARGET SOLUTIONS ANNUAL SUBSCRIPTION/MAINT FEE	4,337.00
10515207	102778	2/5/2016 Occupational Health Dynamics Inc	45195	1/26/2016 CALIBRATION FOR SCBA FIT TESTER	760.00
10515207	102875	2/17/2016 Toshiba Business Solutions,USA	12496139	1/19/2016 LEASE AND ALLOWANCE, EXCESS	199.43
10515215	102765	2/5/2016 BIA	16-Jan	2/1/2016 104233-ELECTRIC	137.81
10515215	102912	2/24/2016 ARIZONA PUBLIC SERVICE	16-Jan	2/8/2016 ELECTRIC	1,307.98
10515235	103001	2/29/2016 East Valley Wellness Center LLC	29	2/11/2016 FF PHYSICAL FOR KEMP	480.00
10515290	102727	2/2/2016 Hughes Fire Equipment	498681	10/19/2015 GAUGE, HARNESS, TAG WATER	477.24
10515290	102727	2/2/2016 Hughes Fire Equipment	500646	1/11/2016 FEMALE BUSHING AND FREIGHT	116.84
10515290	102727	2/2/2016 Hughes Fire Equipment	C06631	10/21/2015 CREDIT MEMO	(477.24)
10515290	102743	2/2/2016 Superstition Fire & Medical Distric	3386	1/20/2016 HOSE TESTING	804.00
10515290	102874	2/17/2016 Superstition Fire & Medical Distric	3409	2/4/2016 FUEL CAP	106.76
10515290	102998	2/29/2016 Day Auto Supply, Inc	675455	2/13/2016 CHUCK HD	19.56
10515290	102998	2/29/2016 Day Auto Supply, Inc	675856	2/17/2016 BLUE DEF FOR STATION #2	19.54
10515290	103005	2/29/2016 GCR Tires & Service	827-52005	2/18/2016 TIRE FOR AIR TRAILER	67.25
10515301	103017	2/29/2016 Newegg Business, Inc.	1201658371	2/5/2016 KEYBOARD FOR CHIEF MDT	353.55
10515401	102751	2/3/2016 ARIZONA FIRE CHIEFS ASSOC	600001827	1/1/2016 MEMBERSHIP DUES FOR CHIEF SAMPLE	150.00
10515408	102719	2/2/2016 CNA Surety Direct Bill	01-082016	1/8/2016 SOUTHWEST RISK SERVICE	150.00

Sub-Total

10,816.99

Fire - Station #1

10516211	924401	2/15/2016 AMAZON.COM	013116 STMT	1/6/2016 TABLET SCREEN PROTECTORS.	52.66
10516235	103001	2/29/2016 East Valley Wellness Center LLC	29	2/11/2016 FF PHYSICAL FOR SAMPLE	480.00
10516302	102836	2/17/2016 AmeriGas Propane	3048200928	1/17/2016 PROPANE FOR STATION #1	89.60
10516302	102903	2/23/2016 ROADRUNNER OXYGEN SVC	53671	2/9/2016 OXYGEN CYLINDER REFILLS	10.59
10516304	102879	2/18/2016 UNITED FIRE EQUIPMENT CO.	630873	1/25/2016 UNIFORM ALLOWANCE BOWSHER	198.74
10516304	102879	2/18/2016 UNITED FIRE EQUIPMENT CO.	630957	1/26/2016 UNIFORM ALLOWANCE ANDERSON	233.39
10516304	102879	2/18/2016 UNITED FIRE EQUIPMENT CO.	631200	1/28/2016 UNIFORM ALLOWANCE GAMEROS	21.03
10516304	102910	2/23/2016 UNITED FIRE EQUIPMENT CO.	631570	2/2/2016 UNIFORM ALLOWANCE CALISE	56.10
10516304	103024	2/29/2016 UNITED FIRE EQUIPMENT CO.	632143	2/10/2016 UNIFORM ALLOWANCE WEST	207.03
10516304	103024	2/29/2016 UNITED FIRE EQUIPMENT CO.	632173	2/10/2016 UNIFORM ALLOWANCE EGGARS	84.46
10516304	103024	2/29/2016 UNITED FIRE EQUIPMENT CO.	632173	2/10/2016 UNIFORM ALLOWANCE EGGERS	56.29
10516304	103024	2/29/2016 UNITED FIRE EQUIPMENT CO.	632174	2/10/2016 UNIFORM ALLOWANCE EGGARS	52.86
10516312	103024	2/29/2016 UNITED FIRE EQUIPMENT CO.	632175	2/10/2016 STRUCTURE BOOTS	312.30
10516321	102888	2/23/2016 BOUND TREE MEDICAL LLC	82054860	2/11/2016 EMS GLOVES 1 CASE LARGE	108.81

Sub-Total

1,963.86

Fire - Station #2

10517201	102752	2/3/2016 CENTURYLINK	7347/9176 216	1/19/2016 BACK UP LINE @FIRE-9176	48.87
10517201	102752	2/3/2016 CENTURYLINK	7347/9176 216	1/19/2016 FIRE LINE HUNT HWY-7347	200.30
10517201	102994	2/29/2016 COX COMMUNICATIONS	221288801 216	2/3/2016 PHONE LINES FOR STATION #2	102.65
10517212	103013	2/29/2016 Johnson Utilities	13808101 1/8	2/5/2016 WATER AT STATION #2 LANDSCAPING	27.16
10517212	103013	2/29/2016 Johnson Utilities	82108 216	2/5/2016 WATER AT STATION #2	249.83
10517215	102761	2/3/2016 SOUTHWEST GAS CORPORATION	HUNT-FIRE	2/2/2016 HUNT HWY-GAS	120.30

10517215	102912	2/24/2016	ARIZONA PUBLIC SERVICE	16-Jan	2/8/2016	ELECTRIC	935.80
10517304	102747	2/2/2016	UNITED FIRE EQUIPMENT CO.	629690	1/8/2016	UNIFORM ALLOWANCE JOHNSON	55.80
10517304	102747	2/2/2016	UNITED FIRE EQUIPMENT CO.	629692	1/8/2016	UNIFORM ALLOWANCE JOHNSON	94.58
10517304	102783	2/5/2016	UNITED FIRE EQUIPMENT CO.	630367	1/19/2016	UNIFORM ALLOWANCE URENA	61.45
10517304	102783	2/5/2016	UNITED FIRE EQUIPMENT CO.	630368	1/19/2016	UNIFORM ALLOWANCE WEST	22.55
10517304	102879	2/18/2016	UNITED FIRE EQUIPMENT CO.	631087	1/27/2016	UNIFORM ALLOWANCE SCHERM	398.46
10517304	102910	2/23/2016	UNITED FIRE EQUIPMENT CO.	631747	2/4/2016	UNIFORM ALLOWANCE KELLS, B.	54.97
10517304	103024	2/29/2016	UNITED FIRE EQUIPMENT CO.	632003	2/9/2016	UNIFORM ALLOWANCE BRUIN	20.95
10517304	103024	2/29/2016	UNITED FIRE EQUIPMENT CO.	632003	2/9/2016	UNIFORM ALLOWANCE BRUIN	354.76
10517312	103024	2/29/2016	UNITED FIRE EQUIPMENT CO.	632100	2/9/2016	TURNOUTS	2,326.74
10517321	102715	2/2/2016	BOUND TREE MEDICAL LLC	82029082	1/18/2016	EKG PAPER	73.37
10517321	102997	2/29/2016	DASH MEDICAL GLOVES	INV0979574	2/19/2016	GLOVES FOR EMS CALLS	227.60
Sub-Total							5,376.14

Information Technology

10519201	102881	2/18/2016	Verizon Wireless	9759249183	1/21/2016	CELL PHONES	792.83
10519207	102975	2/26/2016	KTS Networks	980540	2/1/2016	ANNUAL SHORETEL PHONE SYSTEM MAINTENANCE	8,408.00
10519207	924401	2/15/2016	RACKSPACE CLOUD	013116 STMT	1/31/2016	MONTHLY TOWN WEBSITE/ RACKSPACE CLOUD	75.05
10519208	102968	2/26/2016	FLORENCE TRUE VALUE HARDWA	221374	1/11/2016	INV#: 2213741 - SUPPLIES	11.55
10519208	102968	2/26/2016	FLORENCE TRUE VALUE HARDWA	221926	2/11/2016	INV#: 221926 - SUPPLIES	3.96
10519208	102976	2/26/2016	Newegg Business, Inc.	1201610154	1/13/2016	INV#: 1201610154 - WIRELESS AP WW 365	125.98
10519208	102976	2/26/2016	Newegg Business, Inc.	1201621734	1/20/2016	INV#: 1201621734 - WIRELESS AP - WW 365	125.98
10519217	102805	2/10/2016	DPAir Corp	SRINV200041055	7/24/2015	SERVICE CALL-DATA CTR A/C UNIT FAULT	195.00
10519222	102962	2/26/2016	COX COMMUNICATIONS	8502204998001 116	1/22/2016	MONTHLY INTERNET	940.00
10519222	102977	2/26/2016	Onstream Media Corporation	27947	1/13/2016	MONTHLY INTERNET STREAMING	195.96
10519222	102977	2/26/2016	Onstream Media Corporation	28144	2/16/2016	WEBSITE - VIDEO STREAMING - MONTHLY	159.62
10519323	102961	2/26/2016	Contronex, Inc	121275	2/16/2016	ANNUAL RENEWAL FOR AVIRA ANTI VIRUS	2,230.00
10519323	102965	2/26/2016	DELL SOFTWARE INC	1000502422	2/16/2016	ANNUAL RENEWAL - BACKUP & DISASTER RECOVERY	7,518.24
10519323	924401	2/15/2016	ADOBE SYSTEMS INCORPORATED	013116 STMT	1/29/2016	MONTHLY- ADOBE *CREATIVE CLOUD	54.34
10519323	924401	2/15/2016	NETWORK SOLUTIONS, LLC	013116 STMT	1/7/2016	VISITFLORENCEAZ.COM-DOMAIN NAME	37.99
10519323	924401	2/15/2016	RAMNODE.COM	013116 STMT	1/22/2016	VPS SERVER-ALL TOWN SITES/ RAMNODE LLC	85.00
10519323	924401	2/15/2016	SendGrid	013116 STMT	1/2/2016	EMAIL SERVICE NEW WEBSITE.	1.00
10519323	924401	2/15/2016	Splashtop.com	013116 STMT	1/9/2016	REMOTE MGNT-TOWN PC'S	240.00
10519323	924401	2/15/2016	WWW.1AND1.COM	013116 STMT	1/8/2016	BETA WEBSITE HOST PROVIDER WWW.1AND1.COM	94.99
10519324	102976	2/26/2016	Newegg Business, Inc.	1201621329	1/20/2016	INV#: 1201621329 - REPLACEMENT UPS	360.89
Sub-Total							21,656.38

Fitness Center

10520215	102912	2/24/2016	ARIZONA PUBLIC SERVICE	16-Jan	2/8/2016	ELECTRIC	234.61
10520302	102762	2/3/2016	THE WATER SHED	7514	1/14/2016	DRINKING WATER AND ICE FOR FITNESS CENTER	19.75
10520302	102867	2/17/2016	PETTY CASH - PARKS	6/15 - 12/15	2/10/2016	COPY OF FITNESS CENTER KEY	5.41
10520302	102867	2/17/2016	PETTY CASH - PARKS	6/15 - 12/15	2/10/2016	KEY COPY FOR CASH DRAWER	5.41
10520302	102867	2/17/2016	PETTY CASH - PARKS	6/15 - 12/15	2/10/2016	OVER NIGHT PACKAGE FOR SILVER SNEAKERS	16.95
10520302	102867	2/17/2016	PETTY CASH - PARKS	6/15 - 12/15	2/10/2016	RETURNED KEY THAT WAS CUT INCORRECTLY	(2.71)
Sub-Total							279.42

Parks & Recreation Administration

10521201	102881	2/18/2016	Verizon Wireless	9759249183	1/21/2016	CELL PHONES	144.73
10521203	102829	2/10/2016	Toshiba Business Solutions,USA	12538345	2/1/2016	COPIER AT PARKS & RECREATION #36847	454.17
10521215	102906	2/23/2016	SOUTHWEST GAS CORPORATION	Feb-16	2/9/2016	GAS-FITNESS CENTER	59.90
10521301	102821	2/10/2016	OFFICE DEPOT INC	809910446-001	12/2/2015	BATTERIES FOR WREATHS	73.80
10521301	102821	2/10/2016	OFFICE DEPOT INC	818199657-001	1/15/2016	OFFICE SUPPLIES- TONER	475.06
10521301	102821	2/10/2016	OFFICE DEPOT INC	820170191-001	1/26/2016	OFFICE SUPPLIES- WALL CALENDAR	28.66
10521301	102899	2/23/2016	OFFICE DEPOT INC	823430878-001	2/11/2016	PLAIN WHITE COPY PAPER	369.13
Sub-Total							1,605.45

Parks Maintenance

10522201	102881	2/18/2016	Verizon Wireless	9759249183	1/21/2016	CELL PHONES	72.64
10522215	102912	2/24/2016	ARIZONA PUBLIC SERVICE	16-Jan	2/8/2016	ELECTRIC	2,631.46
10522302	102762	2/3/2016	THE WATER SHED	7329	12/29/2015	DRINKING WATER AND ICE FOR PARK MAINTENANCE	13.16
10522302	102808	2/10/2016	FLORENCE TRUE VALUE HARDWA	220776	12/2/2015	PARK MAINTENANCE SUPPLIES	11.67
10522302	102808	2/10/2016	FLORENCE TRUE VALUE HARDWA	221392	1/11/2016	PARK MAINTENANCE SUPPLIES	18.95
10522302	102808	2/10/2016	FLORENCE TRUE VALUE HARDWA	221434	1/13/2016	PARK MAINTENANCE SUPPLIES	34.90
10522302	102808	2/10/2016	FLORENCE TRUE VALUE HARDWA	221459	1/14/2016	PARK MAINTENANCE SUPPLIES	5.22
10522302	102808	2/10/2016	FLORENCE TRUE VALUE HARDWA	221508	1/19/2016	PARK MAINTENANCE SUPPLIES	25.26
10522302	102808	2/10/2016	FLORENCE TRUE VALUE HARDWA	221520	1/19/2016	PARK MAINTENANCE SUPPLIES	7.36
10522302	102808	2/10/2016	FLORENCE TRUE VALUE HARDWA	221593	1/25/2016	PARK MAINTENANCE SUPPLIES	58.67
10522302	102808	2/10/2016	FLORENCE TRUE VALUE HARDWA	221759	2/3/2016	PARK MAINTENANCE SUPPLIES	21.31
10522302	102864	2/17/2016	N & D Designs LLC	5708	1/27/2016	SIGNS FOR POSTON BUTTE	195.66
10522302	102867	2/17/2016	PETTY CASH - PARKS	6/15 - 12/15	2/10/2016	SUPPLIES FOR PARKS MAINTENANCE	5.41
10522302	102908	2/23/2016	THE WATER SHED	7566	2/8/2016	DRINKING WATER AND ICE FOR PARK MAINTENANCE STAFF	19.75
10522302	103004	2/29/2016	FLORENCE TRUE VALUE HARDWA	221640	1/27/2016	PARK MAINTENANCE SUPPLIES	52.61
10522302	103004	2/29/2016	FLORENCE TRUE VALUE HARDWA	221649	1/27/2016	PARK MAINTENANCE SUPPLIES	52.08
10522302	103004	2/29/2016	FLORENCE TRUE VALUE HARDWA	221752	2/3/2016	PARK MAINTENANCE SUPPLIES	6.30
10522302	103004	2/29/2016	FLORENCE TRUE VALUE HARDWA	221804	2/5/2016	PARK MAINTENANCE SUPPLIES	8.30
10522302	103004	2/29/2016	FLORENCE TRUE VALUE HARDWA	221834	2/8/2016	PARK MAINTENANCE SUPPLIES	42.96
10522302	103004	2/29/2016	FLORENCE TRUE VALUE HARDWA	221836	2/8/2016	PARK MAINTENANCE SUPPLIES	16.27
10522302	103004	2/29/2016	FLORENCE TRUE VALUE HARDWA	221841	2/8/2016	PARK MAINTENANCE SUPPLIES	25.29
10522302	103004	2/29/2016	FLORENCE TRUE VALUE HARDWA	221852	2/9/2016	PARK MAINTENANCE SUPPLIES	42.11
10522302	103004	2/29/2016	FLORENCE TRUE VALUE HARDWA	221853	2/9/2016	PARK MAINTENANCE SUPPLIES	19.99
10522302	103004	2/29/2016	FLORENCE TRUE VALUE HARDWA	221859	2/9/2016	PARK MAINTENANCE SUPPLIES	21.04
10522302	103004	2/29/2016	FLORENCE TRUE VALUE HARDWA	221893	2/10/2016	PARK MAINTENANCE SUPPLIES	32.69
10522302	103004	2/29/2016	FLORENCE TRUE VALUE HARDWA	221894	2/10/2016	PARK MAINTENANCE SUPPLIES	21.50
10522302	103004	2/29/2016	FLORENCE TRUE VALUE HARDWA	221919	2/11/2016	PARK MAINTENANCE SUPPLIES	7.03
10522302	103004	2/29/2016	FLORENCE TRUE VALUE HARDWA	221921	2/11/2016	PARK MAINTENANCE SUPPLIES	1.05
10522302	103004	2/29/2016	FLORENCE TRUE VALUE HARDWA	221942	2/12/2016	PARK MAINTENANCE SUPPLIES	33.73
10522302	103004	2/29/2016	FLORENCE TRUE VALUE HARDWA	221948	2/12/2016	PARK MAINTENANCE SUPPLIES	22.75
10522302	103004	2/29/2016	FLORENCE TRUE VALUE HARDWA	222064	2/19/2016	PARK MAINTENANCE SUPPLIES	19.56
10522302	103004	2/29/2016	FLORENCE TRUE VALUE HARDWA	222085	2/22/2016	PARK MAINTENANCE SUPPLIES	26.71
10522302	103007	2/29/2016	HERBERT F. FITZPATRICK	4331	1/25/2016	REPAIR TO SECURITY CAMERAS	269.46
10522302	924401	2/15/2016	At-A-Glance	013116 STMT	1/13/2016	WEEKLY PLANNERS FOR PARKS SUPERINTENDENT	42.33
10522311	102867	2/17/2016	PETTY CASH - PARKS	6/15 - 12/15	2/10/2016	SMALL TOOLS FOR PARK MAINTENANCE	18.40

10522311	103022	2/29/2016	STOTZ EQUIPMENT	P50308	2/24/2016	CHAINSAW PARTS	99.52
10522317	102737	2/2/2016	N & D Designs LLC	5700	1/25/2016	SIGNS FOR BALL FIELDS	1,239.18
10522317	102790	2/10/2016	ARIZONA STATE PRISON-FLORENC	A04115B20160121	1/28/2016	INMATE LABOR MCFARLAND/POLICE STATION/ TOWN HALL	45.75
10522317	102990	2/29/2016	ARIZONA STATE PRISON-FLORENC	A04117B20160204	2/5/2016	INMATE LABOR MCFARLAND/POLICE STATION/ TOWN HALL	41.25
Sub-Total							5,329.28

Community Center

10523201	102800	2/10/2016	COX COMMUNICATIONS	8502228541501 116	1/28/2016	TELEPHONE BILL FOR LIBRARY/COMMUNITY CENTER	59.65
10523207	102799	2/10/2016	Corporate Interior Systems, Inc.	139373	2/4/2016	CHAIR AND TASK LIGHT	562.67
10523215	102912	2/24/2016	ARIZONA PUBLIC SERVICE	16-Jan	2/8/2016	ELECTRIC	4,613.14
10523302	102867	2/17/2016	PETTY CASH - PARKS	6/15 - 12/15	2/10/2016	SUPPLIES FOR COMMUNITY CENTER	17.71
10523302	103027	2/29/2016	WAXIE SANITARY SUPPLY	75686743	12/16/2015	COMMERCIAL GRADE ENTRY RUGS FOR L&CC	251.89
10523401	924401	2/15/2016	MOOD MEDIA CORPORATE	013116 STMT	1/16/2016	MONTHLY SUBSCRIPTION FOR PANDORA	24.95
Sub-Total							5,530.01

Aquatics Programs

10524201	102881	2/18/2016	Verizon Wireless	9759249183	1/21/2016	CELL PHONES	18.00
10524201	102959	2/26/2016	CENTURYLINK	VARIOUS 2/16	2/16/2016	PKS/REC-0265	301.50
10524215	102906	2/23/2016	SOUTHWEST GAS CORPORATION	Feb-16	2/9/2016	174 W 1ST-AQUATICS	90.54
10524215	102912	2/24/2016	ARIZONA PUBLIC SERVICE	16-Jan	2/8/2016	ELECTRIC	2,828.19
10524302	102867	2/17/2016	PETTY CASH - PARKS	6/15 - 12/15	2/10/2016	SUPPLIES FOR AQUATIC CENTER FIRST AID	18.19
10524310	103008	2/29/2016	HILL BROTHERS CHEMICAL CO,	50900259	1/29/2016	POOL CHEMICALS	1,183.70
10524401	924401	2/15/2016	MOOD MEDIA CORPORATE	013116 STMT	1/16/2016	MONTHLY SUBSCRIPTION FEE FOR PANDORA	24.95
Sub-Total							4,465.07

Recreation Programs

10525201	102881	2/18/2016	Verizon Wireless	9759249183	1/21/2016	CELL PHONES	153.99
						GOOF BOOTH RENTAL FOR MOTHER SON, FATHER	
10525217	102731	2/2/2016	JESSICA N TROTTER MBR	REMAI/BAL	2/1/2016	DAUGHTER & MOTHER DAUGHTER	100.00
10525224	102789	2/10/2016	Arizona Humanities	310/16	2/9/2016	GUEST SPEAKER FEES	300.00
10525224	102803	2/10/2016	DENISE GORDEN	Jan-16	2/2/2016	JAN - APRIL 2016 ZUMBA	100.00
10525224	102813	2/10/2016	JOSHUA D. MEHR	KIDS-1JAN16	2/3/2016	KARATE FOR KIDS I & II JANUARY THRU APRIL	125.00
10525224	102813	2/10/2016	JOSHUA D. MEHR	KIDSII-JAN16	2/3/2016	KARATE FOR KIDS I & II JANUARY THRU APRIL	125.00
10525224	102884	2/23/2016	Arizona Humanities	REF-21616	2/18/2016	GUEST SPEAKER FEES	100.00
10525302	102749	2/2/2016	WALMART COMMUNITY # 0005 7	TR09239	1/27/2016	BASKETBALL AND SOCCER/SPORT SUPPLIES	179.20
10525302	102749	2/2/2016	WALMART COMMUNITY # 0005 7	TR09240	1/27/2016	IDDIE BIDDIE KIDDIES SUPPLIES	13.91
10525302	102762	2/3/2016	THE WATER SHED	7294	12/21/2015	DRINKING WATER AND ICE FOR RECREATION PROGRAMS	13.16
10525302	102762	2/3/2016	THE WATER SHED	7363	1/4/2016	DRINKING WATER AND ICE FOR RECREATION PROGRAMS	13.16
10525302	102762	2/3/2016	THE WATER SHED	7515	1/14/2016	DRINKING WATER AND ICE FOR RECREATION PROGRAMS	13.16
10525302	102794	2/10/2016	BSN Sports, Inc.	97603715	1/27/2016	SOCCER SUPPLIES SOCKS,SHIN GUARDS,GAMEBALLS	294.10
10525302	102798	2/10/2016	Chen's Chinese Bistro	99845	2/9/2016	FOOD FOR FATHER & DAUGHTER DANCE- 2/12/16	300.00
10525302	102827	2/10/2016	SURF & SKI ENTERPRISES	147256	1/29/2016	SHIRTS FOR SOCCER	793.02
10525302	102867	2/17/2016	PETTY CASH - PARKS	6/15 - 12/15	2/10/2016	PIZZA FOR SUMMER KIDS CLUB	21.94
10525302	102867	2/17/2016	PETTY CASH - PARKS	6/15 - 12/15	2/10/2016	SUPPLIES FOR SUMMER KIDS CLUB- TRIP TO SPLASH PAD	2.17
10525302	102908	2/23/2016	THE WATER SHED	7453	1/26/2016	DRINKING WATER AND ICE FOR RECREATION/ADMIN STAFF	19.75
10525302	102908	2/23/2016	THE WATER SHED	7567	2/8/2016	DRINKING WATER AND ICE FOR RECREATION/ADMIN STAFF	13.16

10525302	102911	2/23/2016	WALMART COMMUNITY # 0005 7	7006	2/10/2016	FATHER DAUGHTER SUPPLIES	70.23
10525302	102911	2/23/2016	WALMART COMMUNITY # 0005 7	7007	2/10/2016	BB&AB ARTS AND CRAFT SUPPLIES	2.09
10525302	103011	2/29/2016	JIM HEET PHOTOGRAPHY	88	2/16/2016	TROPHY PICS FOR SOCCER	304.36
10525302	924401	2/15/2016	pickleballcentral.com	013116 STMT	1/22/2016	2 SETS - PICKLE BALL CHAMPION BIG BUNDLE	588.98
Sub-Total							3,646.38

Special Events

10526201	102881	2/18/2016	Verizon Wireless	9759249183	1/21/2016	CELL PHONES	53.99
10526217	102812	2/10/2016	JASON REYNOLDS	Jan-16	1/28/2016	GRAPHIC DESIGN SPECIAL EVENT POSTERS	50.00
10526217	102812	2/10/2016	JASON REYNOLDS	JN 2816	1/28/2016	GRAPHIC DESIGN SPECIAL EVENT POSTERS	50.00
10526217	102812	2/10/2016	JASON REYNOLDS	JN2816	1/28/2016	GRAPHIC DESIGN SPECIAL EVENT POSTERS	50.00
10526217	102817	2/10/2016	MATERIAL PROMOTIONS, INC.	08-0003341	1/21/2016	LIGHT POLE BANNERS/BRACKETS FOR 150TH ANNIVERSARY	4,404.00
10526217	102895	2/23/2016	JASON REYNOLDS	2016-BOOK	2/8/2016	HOME TOUR 2016 BOOK DESIGN	850.00
10526217	102898	2/23/2016	MICHAEL FRIEDMANN	CONT-20816	2/8/2016	INTERPRETER FOR HOME TOUR VOLUNTEER	380.00
10526302	102832	2/12/2016	PETTY CASH - PARKS	TOUR-FEB 2016	2/10/2016	CHANGE FOR HOME TOUR TICKET SALES	200.00
10526302	102867	2/17/2016	PETTY CASH - PARKS	6/15 - 12/15	2/10/2016	SUPPLIES FOR 4TH OF JULY	16.31
10526302	102877	2/17/2016	ADDISONS	1000035	2/5/2015	150TH T-SHIRTS	901.23
10526302	102883	2/23/2016	ARIZONA CORRECTIONAL INDUST	188597	2/11/2016	150TH MERCHANDISE	527.00
							BEVERAGES & CONSUMABLES FOR HOME TOUR VOLUNTEER
10526302	102904	2/23/2016	SAFEGWAY INC.	804219-2016	2/10/2016	MEETING	56.54
10526302	103006	2/29/2016	Gifts Galore Store	19945	2/26/2016	EGGS FOR EASTER EGGSTRAVAGANZA	1,740.00
10526407	102786	2/10/2016	1013Communications, LLC	1041355	1/31/2016	2016 HOME TOUR ADVERTISEMENT	502.00
10526407	102826	2/10/2016	Sherri L. Eubanks	5483	2/5/2016	HOME TOUR STREET BANNER	407.21
Sub-Total							10,188.28

Senior Center

10528201	102881	2/18/2016	Verizon Wireless	9759249183	1/21/2016	CELL PHONES	36.00
10528211	102887	2/23/2016	Bishop & Bishop Installations	20816	2/8/2016	RO FILTER REPLACEMENT	264.38
10528215	102906	2/23/2016	SOUTHWEST GAS CORPORATION	Feb-16	2/9/2016	SR CTR NATURAL GAS	103.57
10528215	102912	2/24/2016	ARIZONA PUBLIC SERVICE	16-Jan	2/8/2016	ELECTRIC	955.75
10528217	102901	2/23/2016	PINAL NUTRITION PROGRAM	16-Jan	1/31/2016	MEALS FOR JANUARY	887.94
10528217	924401	2/15/2016	Chicago Cubs	013116 STMT	1/15/2016	TICKETS* CUB SPRING TRAINING	369.00
10528302	102772	2/5/2016	FLORENCE TRUE VALUE HARDWA	221062	12/17/2015	CUP HOLDER	1.03
10528302	102772	2/5/2016	FLORENCE TRUE VALUE HARDWA	221731	2/2/2016	ELBOW TO SECURE CURTAIN FOR TALENT SHOW	1.41
10528302	102779	2/5/2016	PETTY CASH - SENIOR CENTER	12/18-12516	2/4/2016	PETTY CASH	111.96
10528302	102905	2/23/2016	SMART & FINAL STORES CORP	23022864	2/10/2016	SUPPLIES FOR THE MONTH	192.15
10528302	102908	2/23/2016	THE WATER SHED	7472	2/1/2016	WATER AND ICE	18.10
10528302	102908	2/23/2016	THE WATER SHED	7512	1/19/2016	WATER AND ICE	9.05
10528302	102911	2/23/2016	WALMART COMMUNITY # 0005 7	5148	1/26/2016	SUPPLIES FOR THE CENTER	314.97
10528302	102911	2/23/2016	WALMART COMMUNITY # 0005 7	7714	2/10/2016	MISC. SUPPLIES	173.83
10528311	102919	2/24/2016	FLORENCE TRUE VALUE HARDWA	221675	1/28/2016	KEYS	10.52
10528311	102919	2/24/2016	FLORENCE TRUE VALUE HARDWA	221845	2/8/2016	ROPE	8.41
10528312	924401	2/15/2016	WALMART COMMUNITY # 0005 7	013116 STMT	1/26/2016	BODY FLUID CLEAN UP KITS.	49.75
10528444	102779	2/5/2016	PETTY CASH - SENIOR CENTER	12/18-12516	2/4/2016	CG VALLEY NEWSPAPER-AD FOR RUMMAGE	9.27
10528444	102822	2/10/2016	PETTY CASH - SENIOR CENTER	12916-TALENT	2/4/2016	PRIZES FOR TALENT SHOW FROM DONATION ACCOUNT	90.00
Sub-Total							3,607.09

Library					
10529201	102881	2/18/2016 Verizon Wireless	9759249183	1/21/2016 CELL PHONES	53.99
10529201	102959	2/26/2016 CENTURYLINK	VARIOUS 2/16	2/16/2016 LIBRARY-0788	108.36
10529301	102802	2/10/2016 DEMCO, Inc.	5790825	1/29/2016 MISC. SUPPLIES	87.33
10529301	102821	2/10/2016 OFFICE DEPOT INC	8195738990-001	1/22/2016 OFFICE SUPPLIES	79.89
10529301	102821	2/10/2016 OFFICE DEPOT INC	819574290-001	1/22/2016 OFFICE SUPPLIES	50.44
10529301	102821	2/10/2016 OFFICE DEPOT INC	819574291-001	1/22/2016 OFFICE SUPPLIES	22.09
10529301	102899	2/23/2016 OFFICE DEPOT INC	822483975-001	2/5/2016 MISC. SUPPLIES	32.15
10529302	102966	2/26/2016 DEMCO, Inc.	5802422	2/12/2016 MISC. LABELS	177.36
10529308	102714	2/2/2016 BAKER & TAYLOR BOOKS	4011479364	1/12/2016 BOOKS (NON-FIC)	34.13
10529308	102714	2/2/2016 BAKER & TAYLOR BOOKS	4011479365	1/12/2016 BOOKS (YOUTH)	26.05
10529308	102714	2/2/2016 BAKER & TAYLOR BOOKS	4011479366	1/12/2016 BOOKS/CD'S/DVD'S	18.74
10529308	102714	2/2/2016 BAKER & TAYLOR BOOKS	4011479367	1/12/2016 BOOKS/CD'S/DVD'S	38.36
10529308	102714	2/2/2016 BAKER & TAYLOR BOOKS	4011479368	1/12/2016 BOOKS/CD'S/DVD'S	114.84
10529308	102714	2/2/2016 BAKER & TAYLOR BOOKS	T33720240	1/5/2016 BOOKS/CD'S/DVD'S	56.21
10529308	102714	2/2/2016 BAKER & TAYLOR BOOKS	T34057600	1/12/2016 BOOKS/CD'S/DVD'S	22.48
10529308	102791	2/10/2016 BAKER & TAYLOR BOOKS	4011493098	1/22/2016 BOOKS/CD'S/DVD'S	17.07
10529308	102791	2/10/2016 BAKER & TAYLOR BOOKS	4011493099	1/22/2016 BOOKS (NON-FIC)	15.30
10529308	102791	2/10/2016 BAKER & TAYLOR BOOKS	4011493100	1/22/2016 BOOKS (YOUTH)	11.16
10529308	102791	2/10/2016 BAKER & TAYLOR BOOKS	4011493101	1/22/2016 BOOKS/CD'S/DVD'S	67.08
10529308	102791	2/10/2016 BAKER & TAYLOR BOOKS	4011493102	1/22/2016 BOOKS/CD'S/DVD'S	32.36
10529308	102791	2/10/2016 BAKER & TAYLOR BOOKS	4011493103	1/22/2016 BOOKS/CD'S/DVD'S	85.35
10529308	102791	2/10/2016 BAKER & TAYLOR BOOKS	4011493572	1/25/2016 BOOKS (YOUTH)	234.93
10529308	102791	2/10/2016 BAKER & TAYLOR BOOKS	T34234160	1/18/2016 BOOKS/CD'S	128.63
10529308	102791	2/10/2016 BAKER & TAYLOR BOOKS	T34386300	1/19/2016 BOOKS/CD'S/DVD'S	114.70
10529308	102791	2/10/2016 BAKER & TAYLOR BOOKS	T34709380	1/26/2016 BOOKS/CD'S/DVD'S	52.45
10529308	102886	2/23/2016 BAKER & TAYLOR BOOKS	4011500795	2/2/2016 BOOKS/CD'S/DVD'S	17.07
10529308	102886	2/23/2016 BAKER & TAYLOR BOOKS	4011500796	2/2/2016 BOOKS/CD'S/DVD'S	226.56
10529308	102886	2/23/2016 BAKER & TAYLOR BOOKS	4011500797	2/2/2016 BOOKS/CD'S/DVD'S	5.80
10529308	102886	2/23/2016 BAKER & TAYLOR BOOKS	4011500798	2/2/2016 BOOKS (YOUTH)	82.86
10529308	102957	2/26/2016 BAKER & TAYLOR BOOKS	4011512606	2/10/2016 BOOKS/CD'S/DVD'S	16.47
10529308	102957	2/26/2016 BAKER & TAYLOR BOOKS	4011512607	2/10/2016 BOOKS/CD'S/DVD'S	210.60
10529308	102957	2/26/2016 BAKER & TAYLOR BOOKS	4011512608	2/10/2016 BOOKS (YOUTH)	160.36
Sub-Total					2,401.17
Engineering					
10530201	102881	2/18/2016 Verizon Wireless	9759249183	1/21/2016 CELL PHONES	54.73
Sub-Total					54.73
General Government					
10532201	102891	2/23/2016 CENTURYLINK	0238/0118/ 2/16	2/1/2016 911-LOCATOR-0238	78.71
10532201	102891	2/23/2016 CENTURYLINK	0238/0118/ 2/16	2/1/2016 TRUNKLINE-0118	682.02
10532201	102959	2/26/2016 CENTURYLINK	VARIOUS 2/16	2/16/2016 FIRE ALARM-0236	48.91
10532201	102959	2/26/2016 CENTURYLINK	VARIOUS 2/16	2/16/2016 HUNT HWY FIRE ALARM-8030	48.91
10532201	102959	2/26/2016 CENTURYLINK	VARIOUS 2/16	2/16/2016 TRUNK MAIN LINE-7500	83.04

10532201	103010	2/29/2016	inContact, Inc.	278338	2/9/2016	TELEPHONE	438.83
10532214	102912	2/24/2016	ARIZONA PUBLIC SERVICE	16-Jan	2/8/2016	ELECTRIC	802.83
10532214	102959	2/26/2016	CENTURYLINK	VARIOUS 2/16	2/16/2016	SK ALARM-0705	146.73
10532215	102912	2/24/2016	ARIZONA PUBLIC SERVICE	16-Jan	2/8/2016	ELECTRIC	3,841.85
10532314	102762	2/3/2016	THE WATER SHED	7391	1/11/2016	WATER AND ICE	17.52
10532314	102762	2/3/2016	THE WATER SHED	7392	1/11/2016	WATER & ICE-WATER	13.16
10532314	102762	2/3/2016	THE WATER SHED	7440	1/25/2016	WATER & ICE-WATER	22.49
10532314	102762	2/3/2016	THE WATER SHED	7516	1/19/2016	WATER AND ICE	19.75
10532314	102767	2/5/2016	Capital One Commercial	AP00888	1/30/2016	RESTOCK SUPPLIES - CUPS, PLATES/BOWLS, SILVERWARE	43.11
Sub-Total							6,287.86
Cemetery							
10533317	102712	2/2/2016	ARIZONA STATE PRISON-FLORENC	AO4115A20160107	1/15/2016	INMATE LABOR / CEMETERY	15.00
10533317	102772	2/5/2016	FLORENCE TRUE VALUE HARDWA	221725	2/2/2016	CEMETERY WATER HOOK-UP/NEW LINE TO EXISTING	7.33
10533317	102840	2/17/2016	ARIZONA STATE PRISON-FLORENC	A041025A20151210	12/16/2015	INMATE LABOR / CEMETERY	11.25
10533317	102840	2/17/2016	ARIZONA STATE PRISON-FLORENC	A04115A20160121	1/28/2016	INMATE LABOR / CEMETERY	45.00
Sub-Total							78.58
Engineering							
10535217	102781	2/5/2016	Ricoh USA, Inc.	5040033330	1/14/2016	BLANKET PO: MONTHLY BILLING FOR COPIER(6 MONTHS)	120.59
10535217	102852	2/17/2016	Desert Copy Service	PO42566	2/8/2016	ADDITIONAL AMOUNT OWED FOR PLOTTER REPAIR	49.00
10535217	102852	2/17/2016	Desert Copy Service	PO42566	2/8/2016	LABOR REPAIRS TO FULL SIZE PLOTTER	600.00
Sub-Total							769.59
Economic Development							
10551201	102881	2/18/2016	Verizon Wireless	9759249183	1/21/2016	CELL PHONES	54.73
10551217	102918	2/24/2016	FLORENCE CHAMBER OF COMME	2246	12/31/2015	2015 4TH QTR. TOWN OF FLORENCE CONTRACT	16,250.00
10551401	102862	2/17/2016	International Council of Shopping	ICSC-JE	2/12/2016	MEMBERSHIP	100.00
Sub-Total							16,404.73
Capital Projects Fund							
Sub-Total							-
HURF							
12277000	102776	2/5/2016	Kimbrell Electric	APP-5	12/5/2015	RETAINAGE FOR INVOICE 5	(182.09)
12277000	102776	2/5/2016	Kimbrell Electric	PAY APP 6	12/8/2015	CIP T-28 INSTALL TRAFFIC SIGNAL AT FIRE STATION 2	20,090.25
12277000	102776	2/5/2016	Kimbrell Electric	RETAIN-5	12/5/2015	RETAINAGE FOR INVOICE 5	(368.59)
12518201	102881	2/18/2016	Verizon Wireless	9759249183	1/21/2016	CELL PHONES	681.96
12518211	102720	2/2/2016	Day Auto Supply, Inc	673045	1/20/2016	HYDRAULIC OIL FOR ST-028 (JCB)	304.74
12518211	102724	2/2/2016	EMPIRE SOUTHWEST	EMPS3796592	1/26/2016	RIGHT HAND WINDOW LATCH FOR ST-003 (BACKHOE)	53.75
12518211	102782	2/5/2016	SUPERIOR SUPPLY	15053	1/29/2016	AGITATION MOTOR & REPAIRS FOR ST-039 (CRACK SEALER)	2,210.75
12518211	102801	2/10/2016	Day Auto Supply, Inc	674355	2/3/2016	OIL & FILTERS FOR ST-039 (CRACK SEALER)	36.00
12518211	102809	2/10/2016	FORKLIFT EXCHANGE	4337	1/29/2016	HYDRAULIC HOSE FOR ST-028 (JCB)	124.13
12518211	102964	2/26/2016	Day Auto Supply, Inc	675758	2/17/2016	HYDRAULIC HOSE & FITTINGS FOR ST-018 (LOADER)	184.18
12518214	102847	2/17/2016	CENTERLINE SUPPLY WEST, INC.	75041	2/5/2016	14 SIGNS FOR STREETS	412.27
12518215	102765	2/5/2016	BIA	16-Jan	2/1/2016	00353-ELECTRIC	233.75

12518215	102765	2/5/2016 BIA		16-Jan	2/1/2016 10522-ELECTRIC	110.00
12518215	102765	2/5/2016 BIA		16-Jan	2/1/2016 20509-ELECTRIC	46.20
12518215	102765	2/5/2016 BIA		16-Jan	2/1/2016 21243-ELECTRIC	61.60
12518215	102912	2/24/2016 ARIZONA PUBLIC SERVICE		16-Jan	2/8/2016 ELECTRIC	4,434.21
12518215	102992	2/29/2016 AZ PUBLIC SERVICE COMPANY	AR0480004930		2/15/2016 STREETLIGHT MAINTENANCE	2,232.59
12518302	102716	2/2/2016 Capital One Commercial		51484	1/15/2016 SUPPLIES: TRASH BAGS, PLATES, TISSUE, COFFEE, CUPS	359.37
12518302	102769	2/5/2016 Day Auto Supply, Inc		673916	1/29/2016 HYDRAULIC HOSE & FITTINGS FOR SHOP AIR COMP.	43.70
12518302	102801	2/10/2016 Day Auto Supply, Inc		674457	2/4/2016 WELDING ROD	14.12
12518302	102851	2/17/2016 Day Auto Supply, Inc		674471	2/4/2016 GRINDING DISC FOR SHOP	136.06
12518302	102908	2/23/2016 THE WATER SHED		7452	1/26/2016 WATER & ICE FOR PUBLIC WORKS	48.38
12518302	102908	2/23/2016 THE WATER SHED		7525	2/8/2016 WATER & ICE FOR PUBLIC WORKS	59.32
12518302	102908	2/23/2016 THE WATER SHED		7595	2/16/2016 WATER & ICE FOR PUBLIC WORKS	34.56
12518302	102956	2/26/2016 Temporary Vendor	A1517289		11/13/2015 LIFT STATION CLEANER	80.00
12518304	102718	2/2/2016 Cintas Corporation Lock 696	6961523098		1/15/2016 BLANKET PO - UNIFORMS FOR PW STAFF (FOR 6 MONTHS)	36.53
12518304	102718	2/2/2016 Cintas Corporation Lock 696	696154509		1/22/2016 BLANKET PO - UNIFORMS FOR PW STAFF (FOR 6 MONTHS)	34.88
12518304	102718	2/2/2016 Cintas Corporation Lock 696	696154511		1/22/2016 COMPOSITE TOE WORK BOOTS FOR DAVID HILLS	40.01
12518304	102718	2/2/2016 Cintas Corporation Lock 696	696156712		1/29/2016 BLANKET PO - UNIFORMS FOR PW STAFF (FOR 6 MONTHS)	34.88
12518304	102894	2/23/2016 Curtis, Lanning	REIM 13116		1/31/2016 UNIFORM ALLOWANCE FOR BOOTS	140.90
12518304	102894	2/23/2016 Curtis, Lanning	REIM 13116		1/31/2016 UNIFORM ALLOWANCE FOR JEANS	57.77
12518304	102914	2/24/2016 Cintas Corporation Lock 696	696158926		2/5/2016 BLANKET PO - UNIFORMS FOR PW STAFF (FOR 6 MONTHS)	34.88
12518304	102914	2/24/2016 Cintas Corporation Lock 696	696161135		2/12/2016 BLANKET PO - UNIFORMS FOR PW STAFF (FOR 6 MONTHS)	34.88
12518304	102993	2/29/2016 Cintas Corporation Lock 696	696163330		2/19/2016 BLANKET PO - UNIFORMS FOR PW STAFF (FOR 6 MONTHS)	34.88
12518304	103018	2/29/2016 PATRICK MILLER	REFJEANS121415		12/14/2015 UNIFORM ALLOWANCE FOR JEANS	115.98
12518304	103018	2/29/2016 PATRICK MILLER	REFJEANS21416		2/14/2016 UNIFORM ALLOWANCE FOR JEANS	128.66
12518311	102725	2/2/2016 FLORENCE TRUE VALUE HARDWA	221576		1/22/2016 EMERGENCY PURCHASE OF SHOVEL FOR PATCH TRUCK	48.89
12518312	102711	2/2/2016 ARIZONA GLOVE & SAFETY	7385157		1/5/2016 SCRUBS IN A TUB	80.72
12518312	102988	2/29/2016 ARIZONA GLOVE & SAFETY	7388562		2/11/2016 FIRST AID KIT RESTOCK - STREETS	74.47
12518317	102712	2/2/2016 ARIZONA STATE PRISON-FLORENC	AO4115A20160107		1/15/2016 INMATE LABOR / ROW	28.50
12518317	102840	2/17/2016 ARIZONA STATE PRISON-FLORENC	A041025A20151210		12/16/2015 INMATE LABOR / ROW	52.75
12518317	102840	2/17/2016 ARIZONA STATE PRISON-FLORENC	A04115A20160121		1/28/2016 INMATE LABOR / ROW	29.25
12518317	102885	2/23/2016 ARIZONA STATE PRISON-FLORENC	A04117A20160204		2/5/2016 INMATE LABOR / ROW	26.25
12518318	102811	2/10/2016 HOME DEPOT CREDIT SERVICES	4021558		2/4/2016 4 UNITS SAKRETE CEMENT PATCH FOR SIDEWALK REPAIR	51.23
12518322	102811	2/10/2016 HOME DEPOT CREDIT SERVICES	4021558		2/4/2016 4 UNITS SAKRETE CEMENT PATCH FOR SIDEWALK REPAIR	35.74
12518322	102866	2/17/2016 PACIFIC CORRUGATED PIPE CO.	565476		2/4/2016 POSTON BUTTE EASEMENT MAINTENANCE SUPPLIES	437.83
12518322	102980	2/26/2016 Structural Grace, Inc.	4077		2/11/2016 STRUCTURAL EAST BUTTE AVE BRIDGE INSPECTION	2,052.62
12518403	102730	2/2/2016 Jennifer Hansen	REIM PK/FEE11/15		1/28/2016 REIMBURSEMENT FOR PARKING FEES FOR SEMINARS	17.00
12566507	102776	2/5/2016 Kimbrell Electric	PAYAPP5		12/5/2015 CIP T-28 INSTALL SIGNAL AT F.S #2 - CHANGE ORDER #1	1,820.84
12566507	102776	2/5/2016 Kimbrell Electric	PAY-APP5		12/8/2015 CIP T-28 INSTALL TRAFFIC SIGNAL AT FIRE STATION 2	3,685.89
Sub-Total						40,577.44
Fleet Maintenance						
22502209	102819	2/10/2016 MICHAEL BACA	385332		2/3/2016 BLANKET PO FOR ADMIN VEHICLE WASHINGS	120.00
22511209	102819	2/10/2016 MICHAEL BACA	385333		2/3/2016 CAR WASH FOR PAD ADMIN	45.00
22511209	103015	2/29/2016 MICHAEL BACA	385337		2/18/2016 DETAIL/WAX PD VEHICLES FOR PANKEY FUNERAL	200.00
22513209	102720	2/2/2016 Day Auto Supply, Inc	673464		1/25/2016 GLASS CLEANER FOR FLEET	12.37
22513209	102720	2/2/2016 Day Auto Supply, Inc	673555		1/26/2016 FLOOR DRY ALL FLEET	5.07

22513209	102720	2/2/2016	Day Auto Supply, Inc	673592	1/26/2016	WD-40 LUBE FOR ALL FLEET	9.10
22513209	102801	2/10/2016	Day Auto Supply, Inc	674274	2/2/2016	TIRE REPAIR & WHEEL WEIGHTS FOR ALL FLEET	27.46
22513209	102916	2/24/2016	Day Auto Supply, Inc	674825	2/8/2016	HEARER HOSE FOR PD G-651DS (VOLUNTEERS)	41.19
22513209	102916	2/24/2016	Day Auto Supply, Inc	675107	2/10/2016	HEARER CONNECTOR FOR PD G-561DS (VOLUNTEERS)	24.15
22513209	102964	2/26/2016	Day Auto Supply, Inc	675818	2/17/2016	IGNITION COIL FOR PD G-561DS (VOLUNTEER)	29.12
22513209	102964	2/26/2016	Day Auto Supply, Inc	676041	2/19/2016	BRAKE FLUID FOR ALL FLEET	4.02
22513209	102998	2/29/2016	Day Auto Supply, Inc	676558	2/24/2016	SOLVENT FOR PARTS CLEANER ALL FLEET	76.08
22513306	102720	2/2/2016	Day Auto Supply, Inc	673031	1/20/2016	HYDRAULIC OIL FOR ALL FLEET	15.68
22514209	102720	2/2/2016	Day Auto Supply, Inc	671701	1/5/2016	FUEL PUMP FOR PD G-030ET (PATROL)	151.66
22514209	102720	2/2/2016	Day Auto Supply, Inc	672459	1/13/2016	SPRING FOR PD G-917DY (PATROL)	35.44
22514209	102720	2/2/2016	Day Auto Supply, Inc	672467	1/13/2016	REAR WHEEL BEARING FOR PD G-917DY (PATROL)	49.76
22514209	102720	2/2/2016	Day Auto Supply, Inc	672971	1/19/2016	BRAKE ROTORS & PADS FOR PD G-030ET (PATROL)	274.57
22514209	102720	2/2/2016	Day Auto Supply, Inc	673051	1/20/2016	AIR & OIL FILTERS FOR PD G-030ET (PATROL)	18.77
22514209	102720	2/2/2016	Day Auto Supply, Inc	673058	1/20/2016	FRONT END PARTS FOR PD G-030ET (PATROL)	606.48
22514209	102720	2/2/2016	Day Auto Supply, Inc	673304	1/22/2016	FUEL FILTERS FOR PD G-917DY (PATROL)	9.77
22514209	102720	2/2/2016	Day Auto Supply, Inc	673452	1/25/2016	FUEL LINE CLIP FOR PD G-917DY (PATROL)	29.78
22514209	102720	2/2/2016	Day Auto Supply, Inc	673464	1/25/2016	GLASS CLEANER FOR FLEET	12.37
22514209	102720	2/2/2016	Day Auto Supply, Inc	673555	1/26/2016	FLOOR DRY ALL FLEET	5.07
22514209	102720	2/2/2016	Day Auto Supply, Inc	673592	1/26/2016	WD-40 LUBE FOR ALL FLEET	9.10
22514209	102720	2/2/2016	Day Auto Supply, Inc	673612	1/26/2016	ALTERNATOR FOR PD G-032ET (PATROL)	214.67
22514209	102720	2/2/2016	Day Auto Supply, Inc	673621	1/26/2016	IGNITION COIL FOR PD G-413FF (PATROL)	57.75
22514209	102720	2/2/2016	Day Auto Supply, Inc	673673	1/27/2016	CREDIT	(65.76)
22514209	102720	2/2/2016	Day Auto Supply, Inc	673677	1/27/2016	WIRING FOR PD G-032ET (PATROL)	46.90
22514209	102720	2/2/2016	Day Auto Supply, Inc	673686	1/27/2016	WIRE CONNECTOR FOR PD G-032ET (PATROL)	16.73
22514209	102723	2/2/2016	Earnhardt Service #25440 or 711	939722	1/25/2016	STRUTS-PARTS FOR PD G030ET (PATROL)	515.82
22514209	102769	2/5/2016	Day Auto Supply, Inc	674187	2/2/2016	OIL FILTER FOR PD G-149FF (PATROL)	5.87
22514209	102769	2/5/2016	Day Auto Supply, Inc	674205	2/2/2016	OIL FILTER FOR PD G-859GL (PATROL)	5.53
22514209	102777	2/5/2016	Manatee Tire & Auto Inc., dba	154247	2/1/2016	TIRE-WHEEL ALIGNMENT FOR PD5895	58.95
22514209	102801	2/10/2016	Day Auto Supply, Inc	673950	1/29/2016	BRAKE PADS & ROTORS FOR PD G-031ET (PATROL)	252.37
22514209	102801	2/10/2016	Day Auto Supply, Inc	674246	2/2/2016	AIR & OIL FILTERS FOR PD G-029ET (PATROL)	18.77
22514209	102801	2/10/2016	Day Auto Supply, Inc	674247	2/2/2016	BRAKE ROTOR & PADS FOR PD G-029ET (PATROL)	274.57
22514209	102801	2/10/2016	Day Auto Supply, Inc	674274	2/2/2016	TIRE REPAIR & WHEEL WEIGHTS FOR ALL FLEET	27.46
22514209	102806	2/10/2016	Earnhardt Service #25440 or 711	1254842	1/27/2016	ABS MODULE & POWER STEERING FOR PD G-031ET PATROL	1,799.55
22514209	102851	2/17/2016	Day Auto Supply, Inc	670437	12/18/2015	VACUUM HOSE FOR PD G-418FF (PATROL)	27.18
22514209	102851	2/17/2016	Day Auto Supply, Inc	674386	2/3/2016	FRONT BRAKE PADS & ROTORS FOR PD G-414FF (PATROL)	315.20
22514209	102851	2/17/2016	Day Auto Supply, Inc	674392	2/3/2016	AIR & OIL FILTERS FOR PD G-414FF (PATROL)	22.70
22514209	102851	2/17/2016	Day Auto Supply, Inc	674469	2/4/2016	HOOD LIFT SUPPORTS FOR PD G-414FF (PATROL)	76.02
22514209	102851	2/17/2016	Day Auto Supply, Inc	674497	2/4/2016	COOLANT FOR PD G-413FF (PATROL)	41.28
22514209	102851	2/17/2016	Day Auto Supply, Inc	674569	2/5/2016	GAS PEDAL FOR PD G-413FF (PATROL)	171.78
22514209	102851	2/17/2016	Day Auto Supply, Inc	674583	2/5/2016	FRONT BRAKE PADS & ROTORS FOR PD G-922GL (PATROL)	309.11
22514209	102851	2/17/2016	Day Auto Supply, Inc	674635	2/5/2016	IGNITION COIL FOR PD G-413FF (PATROL)	41.36
22514209	102851	2/17/2016	Day Auto Supply, Inc	674753	2/8/2016	AIR & OIL FILTER PD G-413FF (PATROL)	22.70
22514209	102916	2/24/2016	Day Auto Supply, Inc	674904	2/9/2016	ABS SENSOR FOR PD G-029ET (PATROL)	32.60
22514209	102916	2/24/2016	Day Auto Supply, Inc	675076	2/10/2016	HUB ASSEMBLY FOR PD G-029ET (PATROL)	75.37
22514209	102916	2/24/2016	Day Auto Supply, Inc	675081	2/10/2016	SPINDLE LOCK NUT FOR PD G-029ET (PATROL)	15.83
22514209	102916	2/24/2016	Day Auto Supply, Inc	675215	2/11/2016	FRONT BRAKES PADS & ROTORS FOR PD G-029ET (PATROL)	315.20

22514209	102964	2/26/2016	Day Auto Supply, Inc	675789	2/17/2016	AIR & OIL FILTERS FOR PD G-921GL (PATROL)	22.76
22514209	102964	2/26/2016	Day Auto Supply, Inc	675795	2/17/2016	SPARK PLUG & IGNITION COIL FOR PD G-043FM (PATROL)	32.15
22514209	102964	2/26/2016	Day Auto Supply, Inc	675888	2/18/2016	ALTERNATOR & CORE FOR PD G-097FR (PATROL)	186.74
22514209	102964	2/26/2016	Day Auto Supply, Inc	675902	2/18/2016	OIL FILTER FOR PD G-097FR (PATROL)	5.41
22514209	102964	2/26/2016	Day Auto Supply, Inc	675926	2/18/2016	OIL FILTER FOR PD G-043FM (PATROL)	5.87
22514209	102964	2/26/2016	Day Auto Supply, Inc	675957	2/18/2016	BRAKE PADS FOR PD-G043FM (PATROL)	(47.83)
22514209	102964	2/26/2016	Day Auto Supply, Inc	675979	2/18/2016	BRAKE PADS FOR PD G-043FM (PATROL)	76.08
22514209	102964	2/26/2016	Day Auto Supply, Inc	676041	2/19/2016	BRAKE FLUID FOR ALL FLEET	4.02
22514209	102998	2/29/2016	Day Auto Supply, Inc	676558	2/24/2016	SOLVENT FOR PARTS CLEANER ALL FLEET	76.08
22514209	103000	2/29/2016	Earnhardt Service #25440 or 7111	CM464986	12/31/2015	CREDIT	(66.18)
22514305	102774	2/5/2016	GCR Tires & Service	827-51497	1/22/2016	16 TIRES FOR PD PATROL STOCK	1,968.94
22514306	102720	2/2/2016	Day Auto Supply, Inc	672425	1/13/2016	OIL FOR PD G-476EN (PATROL)	69.00
22514306	102720	2/2/2016	Day Auto Supply, Inc	672484	1/13/2016	GEAR OIL FOR PD G-917DY (PATROL)	10.86
22514306	102720	2/2/2016	Day Auto Supply, Inc	673031	1/20/2016	HYDRAULIC OIL FOR ALL FLEET	15.68
22514306	102720	2/2/2016	Day Auto Supply, Inc	673051	1/20/2016	OIL FOR PD G-030ET (PATROL)	40.25
22514306	102769	2/5/2016	Day Auto Supply, Inc	674187	2/2/2016	OIL FOR PD G-419FF (PATROL)	34.70
22514306	102769	2/5/2016	Day Auto Supply, Inc	674205	2/2/2016	OIL FOR PD G-859GL (PATROL)	34.49
22514306	102801	2/10/2016	Day Auto Supply, Inc	674246	2/2/2016	OIL FOR PD G-029ET (PATROL)	30.36
22514306	102851	2/17/2016	Day Auto Supply, Inc	674392	2/3/2016	OIL FOR PD G-414FF (PATROL)	30.36
22514306	102851	2/17/2016	Day Auto Supply, Inc	674753	2/8/2016	OIL FOR PD G-413FF (PATROL)	34.69
22514306	102964	2/26/2016	Day Auto Supply, Inc	675274	2/11/2016	OIL FOR PD G-102DL (PATROL)	52.05
22514306	102964	2/26/2016	Day Auto Supply, Inc	675789	2/17/2016	OIL FOR PD G-921GL (PATROL)	35.81
22514306	102964	2/26/2016	Day Auto Supply, Inc	675902	2/18/2016	OIL FOR PD G-097FR (PATROL)	30.36
22514306	102964	2/26/2016	Day Auto Supply, Inc	675926	2/18/2016	OIL FOR PD G-043FM (PATROL)	26.02
22516209	102916	2/24/2016	Day Auto Supply, Inc	675100	2/10/2016	IGNITION COIL FOR FD G-965GH	77.64
22516209	102916	2/24/2016	Day Auto Supply, Inc	675185	2/11/2016	AIR & OIL FILTERS FOR FD G-965GH	21.16
22516305	102970	2/26/2016	GCR Tires & Service	827-52004	2/18/2016	4 TIRES FOR FIRE ADMIN	486.11
22516306	102916	2/24/2016	Day Auto Supply, Inc	675185	2/11/2016	OIL FOR FD G-965GH	40.26
22517209	102801	2/10/2016	Day Auto Supply, Inc	674333	2/3/2016	CREDIT	(91.30)
22517209	102998	2/29/2016	Day Auto Supply, Inc	676200	2/22/2016	AIR & OIL FILTERS FOR FD G-964GH (FIRE 542)	18.29
22517209	103000	2/29/2016	Earnhardt Service #25440 or 7111	477259	2/18/2016	PARTS FOR FD G-965GH (FIRE 2)	151.75
22517306	102998	2/29/2016	Day Auto Supply, Inc	676200	2/22/2016	OIL FOR ST-029FD G-964GH (FIRE 542)	35.81
22518209	102720	2/2/2016	Day Auto Supply, Inc	672895	1/19/2016	AIR & OIL FILTERS FOR ST-005	30.28
22518209	102720	2/2/2016	Day Auto Supply, Inc	673464	1/25/2016	GLASS CLEANER FOR FLEET	12.37
22518209	102720	2/2/2016	Day Auto Supply, Inc	673555	1/26/2016	FLOOR DRY ALL FLEET	5.07
22518209	102720	2/2/2016	Day Auto Supply, Inc	673592	1/26/2016	WD-40 LUBE FOR ALL FLEET	9.10
22518209	102801	2/10/2016	Day Auto Supply, Inc	674274	2/2/2016	TIRE REPAIR & WHEEL WEIGHTS FOR ALL FLEET	27.46
22518209	102801	2/10/2016	Day Auto Supply, Inc	674456	2/4/2016	WIRE CONNECTOR FOR ST-035	5.86
22518209	102851	2/17/2016	Day Auto Supply, Inc	674530	2/4/2016	WIRE CONNECTOR FOR ST-044	5.86
22518209	102851	2/17/2016	Day Auto Supply, Inc	674606	2/5/2016	WHEEL LUG NUTS & STUDS FOR ST-035	26.70
22518209	102851	2/17/2016	Day Auto Supply, Inc	674650	2/5/2016	SAFETY CHAIN HOOKS FOR ST-035	17.37
22518209	102916	2/24/2016	Day Auto Supply, Inc	675318	2/12/2016	AIR & OIL FILTERS FOR ST-080	22.76
22518209	102964	2/26/2016	Day Auto Supply, Inc	675906	2/18/2016	COOLANT FOR ST-023	32.58
22518209	102964	2/26/2016	Day Auto Supply, Inc	676041	2/19/2016	BRAKE FLUID FOR ALL FLEET	4.02
22518209	102967	2/26/2016	EMPIRE SOUTHWEST	EMPS3811695	2/17/2016	EMERGENCY REQUISITION FOR PARTS TO ST-023	20.61
22518209	102998	2/29/2016	Day Auto Supply, Inc	676385	2/23/2016	OIL FILTER FOR ST-029	5.87

22518209	102998	2/29/2016	Day Auto Supply, Inc	676558	2/24/2016	SOLVENT FOR PARTS CLEANER ALL FLEET	76.08
22518209	103000	2/29/2016	Earnhardt Service #25440 or 7111	478114	2/24/2016	FRONT BUMPER & GRILLE FOR ST-009	793.14
22518305	102851	2/17/2016	Day Auto Supply, Inc	674756	2/8/2016	BATTERY FOR ST-035	60.36
22518306	102720	2/2/2016	Day Auto Supply, Inc	672895	1/19/2016	OIL FOR ST-005	46.01
22518306	102720	2/2/2016	Day Auto Supply, Inc	673031	1/20/2016	HYDRAULIC OIL FOR ALL FLEET	15.68
22518306	102720	2/2/2016	Day Auto Supply, Inc	673214	1/21/2016	OIL FOR ST-005	5.86
22518306	102916	2/24/2016	Day Auto Supply, Inc	675318	2/12/2016	OIL FOR ST-080	34.50
22518306	102998	2/29/2016	Day Auto Supply, Inc	676385	2/23/2016	OIL FOR ST-029	26.02
22518306	103002	2/29/2016	FERRELLGAS	1090756695	2/4/2016	PURCHASE PROPANE FOR PW YARD	894.24
22522209	102806	2/10/2016	Earnhardt Service #25440 or 7111	473926	1/29/2016	DOOR HANDLE FOR PR-009 (PARKS MAINT)	60.90
22522209	102853	2/17/2016	Earnhardt Service #25440 or 7111	475479	2/9/2016	DOOR LATCH/ STRIKER PIN FOR PR-009 (PARKS MAINT)	91.85
22522209	102964	2/26/2016	Day Auto Supply, Inc	676046	2/19/2016	A/C CONDENSER FOR PR 007 (PARKS MAINT)	160.57
22522209	102998	2/29/2016	Day Auto Supply, Inc	676367	2/23/2016	SERPENTINE BELT FOR PR-009 (PARKS MAINT)	41.95
22522305	102774	2/5/2016	GCR Tires & Service	827-51490	1/22/2016	4 TIRES FOR PR -009 (PARKS MAINT)	451.15
22531209	102769	2/5/2016	Day Auto Supply, Inc	673807	1/28/2016	CRUISE CONTROL RELEASE FOR FM-003 (FAC MAINT)	25.36
22574209	102720	2/2/2016	Day Auto Supply, Inc	673464	1/25/2016	GLASS CLEANER FOR FLEET	12.37
22574209	102720	2/2/2016	Day Auto Supply, Inc	673555	1/26/2016	FLOOR DRY ALL FLEET	5.07
22574209	102720	2/2/2016	Day Auto Supply, Inc	673592	1/26/2016	WD-40 LUBE FOR ALL FLEET	9.10
22574209	102720	2/2/2016	Day Auto Supply, Inc	673674	1/27/2016	AIR & OIL FILTERS FOR WW-029	22.76
22574209	102801	2/10/2016	Day Auto Supply, Inc	674274	2/2/2016	TIRE REPAIR & WHEEL WEIGHTS FOR ALL FLEET	27.46
22574209	102917	2/24/2016	Earnhardt Service #25440 or 7111	475696	2/10/2016	FUEL PUMP FOR WW-004	196.67
22574209	102964	2/26/2016	Day Auto Supply, Inc	676041	2/19/2016	BRAKE FLUID FOR ALL FLEET	4.02
22574209	102998	2/29/2016	Day Auto Supply, Inc	676558	2/24/2016	SOLVENT FOR PARTS CLEANER ALL FLEET	76.08
22574209	103000	2/29/2016	Earnhardt Service #25440 or 7111	477455	2/19/2016	PARTS PURCHASE TO WW-007	140.90
22574306	102720	2/2/2016	Day Auto Supply, Inc	673031	1/20/2016	HYDRAULIC OIL FOR ALL FLEET	15.68
22574306	102720	2/2/2016	Day Auto Supply, Inc	673674	1/27/2016	OIL FOR WW-029	34.50
22575209	102720	2/2/2016	Day Auto Supply, Inc	673464	1/25/2016	GLASS CLEANER FOR FLEET	12.37
22575209	102720	2/2/2016	Day Auto Supply, Inc	673555	1/26/2016	FLOOR DRY ALL FLEET	5.07
22575209	102720	2/2/2016	Day Auto Supply, Inc	673592	1/26/2016	WD-40 LUBE FOR ALL FLEET	9.10
22575209	102801	2/10/2016	Day Auto Supply, Inc	674274	2/2/2016	TIRE REPAIR & WHEEL WEIGHTS FOR ALL FLEET	27.46
22575209	102917	2/24/2016	Earnhardt Service #25440 or 7111	475696	2/10/2016	FUEL PUMP FOR WW-004	98.33
22575209	102964	2/26/2016	Day Auto Supply, Inc	676041	2/19/2016	BRAKE FLUID FOR ALL FLEET	4.02
22575209	102998	2/29/2016	Day Auto Supply, Inc	676558	2/24/2016	SOLVENT FOR PARTS CLEANER ALL FLEET	76.08
22575209	103000	2/29/2016	Earnhardt Service #25440 or 7111	477455	2/19/2016	PARTS PURCHASE TO WW-007	70.45
22575306	102720	2/2/2016	Day Auto Supply, Inc	673031	1/20/2016	HYDRAULIC OIL FOR ALL FLEET	15.68
22576209	102720	2/2/2016	Day Auto Supply, Inc	673464	1/25/2016	GLASS CLEANER FOR FLEET	12.37
22576209	102720	2/2/2016	Day Auto Supply, Inc	673555	1/26/2016	FLOOR DRY ALL FLEET	5.04
22576209	102720	2/2/2016	Day Auto Supply, Inc	673592	1/26/2016	WD-40 LUBE FOR ALL FLEET	9.12
22576209	102801	2/10/2016	Day Auto Supply, Inc	674274	2/2/2016	TIRE REPAIR & WHEEL WEIGHTS FOR ALL FLEET	27.48
22576209	102917	2/24/2016	Earnhardt Service #25440 or 7111	475696	2/10/2016	FUEL PUMP FOR WW-004	98.33
22576209	102964	2/26/2016	Day Auto Supply, Inc	676041	2/19/2016	BRAKE FLUID FOR ALL FLEET	4.04
22576209	102998	2/29/2016	Day Auto Supply, Inc	676558	2/24/2016	SOLVENT FOR PARTS CLEANER ALL FLEET	76.06
22576209	103000	2/29/2016	Earnhardt Service #25440 or 7111	477455	2/19/2016	PARTS PURCHASE TO WW-007	70.44
22576306	102720	2/2/2016	Day Auto Supply, Inc	673031	1/20/2016	HYDRAULIC OIL FOR ALL FLEET	15.71
22588304	102718	2/2/2016	Cintas Corporation Lock 696	6961523098	1/15/2016	BLANKET PO - UNIFORMS FOR PW STAFF (FOR 6 MONTHS)	9.80
22588304	102718	2/2/2016	Cintas Corporation Lock 696	696154509	1/22/2016	BLANKET PO - UNIFORMS FOR PW STAFF (FOR 6 MONTHS)	6.23

22588304	102718	2/2/2016	Cintas Corporation Lock 696	696154511	1/22/2016	COMPOSITE TOE WORK BOOTS FOR DAVID HILLS	40.00
22588304	102718	2/2/2016	Cintas Corporation Lock 696	696156712	1/29/2016	BLANKET PO - UNIFORMS FOR PW STAFF (FOR 6 MONTHS)	6.23
22588304	102914	2/24/2016	Cintas Corporation Lock 696	696158926	2/5/2016	BLANKET PO - UNIFORMS FOR PW STAFF (FOR 6 MONTHS)	6.23
22588304	102914	2/24/2016	Cintas Corporation Lock 696	696161135	2/12/2016	BLANKET PO - UNIFORMS FOR PW STAFF (FOR 6 MONTHS)	6.23
22588304	102993	2/29/2016	Cintas Corporation Lock 696	696163330	2/19/2016	BLANKET PO - UNIFORMS FOR PW STAFF (FOR 6 MONTHS)	6.23
22588311	102720	2/2/2016	Day Auto Supply, Inc	673521	1/25/2016	AIR TUBING FOR SHOP LIFT	10.60
22588311	102720	2/2/2016	Day Auto Supply, Inc	673522	1/25/2016	AIR LINE TUBING FOR SHOP LIFT	21.20
22588311	102725	2/2/2016	FLORENCE TRUE VALUE HARDWA	221612	1/26/2016	SHOP VAC FOR SHOP	119.44
22588311	102769	2/5/2016	Day Auto Supply, Inc	673967	1/29/2016	TRAILER WIRE ADAPTOR FOR SHOP	23.36
22588311	102916	2/24/2016	Day Auto Supply, Inc	674961	2/9/2016	DISCONNECT TOOL FOR FLEET	16.73
22588311	102916	2/24/2016	Day Auto Supply, Inc	674962	2/9/2016	HELICOIL FOR FLEET	44.39
22588311	102916	2/24/2016	Day Auto Supply, Inc	675249	2/11/2016	INSPECTION CAMERA FOR FLEET	379.36
22588311	102964	2/26/2016	Day Auto Supply, Inc	675937	2/18/2016	FILTER FOR SHOP PARTS CLEANER	7.72
Sub-Total							14,851.00

Facility Maintenance

32502207	102718	2/2/2016	Cintas Corporation Lock 696	6961523098	1/15/2016	BLANKET PO - UNIFORMS FOR PW STAFF (FOR 6 MONTHS)	35.53
32502207	102718	2/2/2016	Cintas Corporation Lock 696	696154509	1/22/2016	BLANKET PO - UNIFORMS FOR PW STAFF (FOR 6 MONTHS)	35.53
32502207	102718	2/2/2016	Cintas Corporation Lock 696	696156712	1/29/2016	BLANKET PO - UNIFORMS FOR PW STAFF (FOR 6 MONTHS)	35.53
32502207	102768	2/5/2016	Cintas Corporation Lock 696	696154510	1/22/2016	MATS FOR WATER/WASTEWATER STAFF (FOR 6 MONTHS)	21.05
32502207	102768	2/5/2016	Cintas Corporation Lock 696	696156713	1/29/2016	MATS FOR WATER/WASTEWATER STAFF (FOR 6 MONTHS)	21.05
32502207	102793	2/10/2016	BENSON SYSTEMS	149996	9/22/2015	BENSON ALARM MONITORING SERVICE / FIRE & SECURITY	39.95
32502207	102850	2/17/2016	Cintas Corporation Lock 696	696158927	2/5/2016	WEEKLY FEE FOR MATS & UNIFORMS FOR UTILITY DEPT	21.05
32502207	102909	2/23/2016	UNITED EXTERMINATING	182051	2/1/2016	EXTERMINATING FEES	25.00
32502207	102909	2/23/2016	UNITED EXTERMINATING	182052	2/1/2016	EXTERMINATING FEES	10.00
32502207	102909	2/23/2016	UNITED EXTERMINATING	182053	2/1/2016	BLANKET P.O. FOR UNITED EXTERMINATING/ (6 MONTHS)	15.00
32502207	102909	2/23/2016	UNITED EXTERMINATING	182054	2/1/2016	BLANKET P.O. FOR UNITED EXTERMINATING/ (6 MONTHS)	25.00
32502207	102909	2/23/2016	UNITED EXTERMINATING	182055	2/1/2016	EXTERMINATING FEES-IT DEPT	25.00
32502207	102909	2/23/2016	UNITED EXTERMINATING	182056	2/1/2016	BLANKET P.O. FOR UNITED EXTERMINATING/ (6 MONTHS)	25.00
32502207	102909	2/23/2016	UNITED EXTERMINATING	182057	2/1/2016	BLANKET P.O. FOR UNITED EXTERMINATING/ (6 MONTHS)	35.00
32502207	102909	2/23/2016	UNITED EXTERMINATING	182058	2/1/2016	EXTERMINATING FEE-FIRE STATION 2	45.00
32502207	102909	2/23/2016	UNITED EXTERMINATING	182059	2/1/2016	EXTERMINATING FEES-SWWTP	45.00
32502207	102909	2/23/2016	UNITED EXTERMINATING	182060	2/1/2016	EXTERMINATING FEES-COMMUNITY DEV	35.00
32502207	102909	2/23/2016	UNITED EXTERMINATING	182061	2/1/2016	EXTERMINATING FEE-PUBLIC WORKS	45.00
32502207	102909	2/23/2016	UNITED EXTERMINATING	184001	2/1/2016	EXTERMINATING FEES	35.00
32502207	102909	2/23/2016	UNITED EXTERMINATING	184002	2/1/2016	EXTERMINATING FEES-LITTLE LEAGUE	25.00
32502207	102909	2/23/2016	UNITED EXTERMINATING	184003	2/1/2016	EXTERMINATING FEES-HERITAGE PARK	25.00
32502207	102909	2/23/2016	UNITED EXTERMINATING	184004	2/1/2016	EXTERMINATING FEES-BRUNENKANT BLDG	25.00
32502207	102909	2/23/2016	UNITED EXTERMINATING	184005	2/1/2015	EXTERMINATING FEE-CEMETERY	10.00
32502207	102909	2/23/2016	UNITED EXTERMINATING	184006	2/1/2016	EXTERMINATING FEE-HIGH PRO FILE	10.00
32502207	102909	2/23/2016	UNITED EXTERMINATING	184007	2/1/2016	EXTERMINATING FEES	10.00
32502207	102909	2/23/2016	UNITED EXTERMINATING	184008	2/1/2016	EMERGENCY / BEES AT LIBRARY	35.00
32502207	102909	2/23/2016	UNITED EXTERMINATING	184009	2/1/2016	EXTERMINATING FEES	45.00
32502207	102909	2/23/2016	UNITED EXTERMINATING	184010	2/1/2016	EXTERMINATING FEES-AQUATICS	35.00
32502207	102909	2/23/2016	UNITED EXTERMINATING	184011	2/1/2016	EXTERMINATING FEE-POLICE DEPT	35.00
32502207	102909	2/23/2016	UNITED EXTERMINATING	184012	2/1/2016	EXTERMINATING FEE-SENIOR CENTER	35.00

32502207	102914	2/24/2016	Cintas Corporation Lock 696	696158926	2/5/2016	BLANKET PO - UNIFORMS FOR PW STAFF (FOR 6 MONTHS)	35.53
32502207	102914	2/24/2016	Cintas Corporation Lock 696	696161135	2/12/2016	BLANKET PO - UNIFORMS FOR PW STAFF (FOR 6 MONTHS)	35.53
32502207	102960	2/26/2016	Cintas Corporation Lock 696	696161136	2/19/2016	MATS FOR WATER/WASTEWATER STAFF (FOR 6 MONTHS)	21.05
32502207	102960	2/26/2016	Cintas Corporation Lock 696	696163331	2/19/2016	MATS FOR WATER/WASTEWATER STAFF (FOR 6 MONTHS)	21.05
32502207	102993	2/29/2016	Cintas Corporation Lock 696	696163330	2/19/2016	BLANKET PO - UNIFORMS FOR PW STAFF (FOR 6 MONTHS)	35.53
32502302	102725	2/2/2016	FLORENCE TRUE VALUE HARDWA	221642	1/27/2016	A/C FILTERS FOR TOWN BUILDINGS	450.02
32502302	102808	2/10/2016	FLORENCE TRUE VALUE HARDWA	221646	1/27/2016	OPERATING SUPPLIES /INOR NON-EMERGENCY REPAIRS	39.83
32502302	102808	2/10/2016	FLORENCE TRUE VALUE HARDWA	221714	2/1/2016	OPERATING SUPPLIES /INOR NON-EMERGENCY REPAIRS	25.96
32502302	102808	2/10/2016	FLORENCE TRUE VALUE HARDWA	221754	2/3/2016	OPERATING SUPPLIES /INOR NON-EMERGENCY REPAIRS	9.77
32502304	102718	2/2/2016	Cintas Corporation Lock 696	6961523098	1/15/2016	BLANKET PO - UNIFORMS FOR PW STAFF (FOR 6 MONTHS)	0.81
32502304	102718	2/2/2016	Cintas Corporation Lock 696	696154509	1/22/2016	BLANKET PO - UNIFORMS FOR PW STAFF (FOR 6 MONTHS)	0.81
32502304	102718	2/2/2016	Cintas Corporation Lock 696	696156712	1/29/2016	BLANKET PO - UNIFORMS FOR PW STAFF (FOR 6 MONTHS)	0.81
32502304	102914	2/24/2016	Cintas Corporation Lock 696	696158926	2/5/2016	BLANKET PO - UNIFORMS FOR PW STAFF (FOR 6 MONTHS)	0.81
32502304	102914	2/24/2016	Cintas Corporation Lock 696	696161135	2/12/2016	BLANKET PO - UNIFORMS FOR PW STAFF (FOR 6 MONTHS)	0.81
32502304	102993	2/29/2016	Cintas Corporation Lock 696	696163330	2/19/2016	BLANKET PO - UNIFORMS FOR PW STAFF (FOR 6 MONTHS)	0.81
32502315	102882	2/18/2016	WAXIE SANITARY SUPPLY	75679170	12/11/2015	BLANKET P.O / CUSTODIAL SUPPLIES	178.00
32502315	102882	2/18/2016	WAXIE SANITARY SUPPLY	75751032	1/22/2016	BLANKET P.O / CUSTODIAL SUPPLIES	1,066.41
32502315	102882	2/18/2016	WAXIE SANITARY SUPPLY	75774540	2/4/2016	CUSTODIAL SUPPLIES-MATERIALS AND CART	609.42
32502316	102892	2/23/2016	Clemans Plumbing	5511	11/9/2015	PLUMBING WORK FOR ALL TOWN DEPARTMENTS	268.00
32502316	102892	2/23/2016	Clemans Plumbing	5604	2/9/2016	PLUMBING WORK FOR ALL TOWN DEPARTMENTS	150.00
32502316	102892	2/23/2016	Clemans Plumbing	5605	11/22/2015	PLUMBING WORK FOR ALL TOWN DEPARTMENTS	180.00
32502316	102892	2/23/2016	Clemans Plumbing	5758	11/30/2015	PLUMBING WORK FOR ALL TOWN DEPARTMENTS	90.00
32502316	102892	2/23/2016	Clemans Plumbing	5759	12/1/2015	PLUMBING WORK FOR ALL TOWN DEPARTMENTS	200.00
32502316	102892	2/23/2016	Clemans Plumbing	5760	12/5/2015	PLUMBING WORK FOR ALL TOWN DEPARTMENTS	275.00
32502316	102892	2/23/2016	Clemans Plumbing	5792	1/21/2016	PLUMBING WORK FOR ALL TOWN DEPARTMENTS	270.00
32502316	102921	2/24/2016	New-Tech Electric & Communicat	211	2/10/2016	MINOR ELECTRICAL REPAIRS FOR TOWN FACILITIES	465.00
Sub-Total							5,295.65
Water							
51219000	102729	2/2/2016	Temporary Vendor	320312	1/27/2016	REFUND WATER DEPOSIT	94.46
51219000	102746	2/2/2016	Temporary Vendor	428519	1/29/2016	REFUND WATER DEPOSIT	76.36
51219000	102766	2/5/2016	Temporary Vendor	110511	2/4/2016	REFUND WATER DEPOSIT	101.24
51219000	102775	2/5/2016	Temporary Vendor	118312	2/4/2016	REFUND WATER DEPOSIT	12.02
51219000	102930	2/25/2016	Temporary Vendor	201004	2/10/2016	REFUND WATER DEPOSIT	134.65
51219000	102931	2/25/2016	Temporary Vendor	314911	2/10/2016	REFUND WATER DEPOSIT	58.80
51219000	102944	2/25/2016	Temporary Vendor	203208	2/10/2016	REFUND WATER DEPOSIT	125.77
51219000	102945	2/25/2016	Temporary Vendor	430005	2/10/2016	REFUND WATER DEPOSIT	8.78
51219000	103012	2/29/2016	Temporary Vendor	107012-ERROR	2/17/2016	REFUND WATER DEPOSIT	150.00
51219100	102771	2/5/2016	Temporary Vendor	HYD-3095REF	2/3/2016	HYDRANT REFUND	730.70
51371446	102710	2/2/2016	Temporary Vendor	120105-OP	1/29/2016	OVERPAYMENT	-
51371446	102760	2/3/2016	Temporary Vendor	120105	1/29/2016	OVERPAYMENT	136.52
51371446	102816	2/10/2016	Temporary Vendor	10702905-OP	2/4/2016	OVERPAYMENT	612.33
51574201	102797	2/10/2016	CENTURYLINK	8356 1/16	1/28/2016	W/WW ALARM LINE-8356	58.25
51574201	102881	2/18/2016	Verizon Wireless	9759249183	1/21/2016	CELL PHONES	303.87
51574201	102959	2/26/2016	CENTURYLINK	VARIOUS 2/16	2/16/2016	W/WW ALARM LINE-0246	30.18
51574207	102781	2/5/2016	Ricoh USA, Inc.	5039568284	12/11/2015	BLANKET PO: MONTHLY BILLING FOR COPIER (6 MONTHS)	60.29

51574207	102781	2/5/2016 Ricoh USA, Inc.	5039568284	12/11/2015	BLANKET PO: MONTHLY BILLING FOR COPIER (6 MONTHS)	139.83
51574207	102978	2/26/2016 Ricoh USA, Inc.	5040505396	2/12/2016	BLANKET PO: MONTHLY BILLING FOR COPIER(6 MONTHS)	60.29
51574211	102855	2/17/2016 FLORENCE TRUE VALUE HARDWA	221765	2/4/2016	FIX CHLORINE LINE AT WELL 3B	1.62
51574211	102860	2/17/2016 HIGH GRADE RENTALS & SALES	7603312	2/9/2016	REPAIRS TO 2nd CHOP SAW ; STARTER SPAK PLUG, REWIND	170.21
51574211	102860	2/17/2016 HIGH GRADE RENTALS & SALES	7608015	2/9/2016	REPAIRS TO CHOP SAW; STARTER SPAK PLUG, LABOR, ETC	101.70
51574211	102968	2/26/2016 FLORENCE TRUE VALUE HARDWA	221881	2/9/2016	WELL 3B REPAIRS PVC CUTTER, SPARK PLUG	19.67
51574211	102984	2/26/2016 VERMEER SALES SOUTHWEST, INC	156549	1/29/2016	4 NOZZLES FOR VAC	21.56
51574211	102984	2/26/2016 VERMEER SALES SOUTHWEST, INC	156549	1/29/2016	GROUND FREIGHT CHARGE + TAX FOR PO #42550	13.64
51574215	102765	2/5/2016 BIA	16-Jan	2/1/2016	21242-ELECTRIC	1,437.07
51574215	102765	2/5/2016 BIA	16-Jan	2/1/2016	21245-ELECTRIC	2,130.97
51574215	102912	2/24/2016 ARIZONA PUBLIC SERVICE	16-Jan	2/8/2016	ELECTRIC	13,347.27
51574217	102846	2/17/2016 CASA GRANDE COURIER, INC.	1041	2/3/2016	COURIER FEES JANUARY 2015 WATER	252.00
51574217	102863	2/17/2016 Legend Technical Svcs., Inc.	1601603	1/31/2016	ANALYTICAL TESTING FOR WATER JANUARY 2016	512.00
51574217	102986	2/26/2016 WATER WORKS ENGINEERS, LLC	4970	9/15/2015	#4970 INSPECTION SERVICES (INDUSTRIAL) OF TANKS	14,100.00
51574217	102986	2/26/2016 WATER WORKS ENGINEERS, LLC	4970	9/15/2015	W/WW-ADEQ REGULATORY REPORTING ASSISTANCE	1,672.50
51574217	102986	2/26/2016 WATER WORKS ENGINEERS, LLC	4970	9/15/2015	REGULATORY SUPPORT WATER DEPT	650.86
51574217	102986	2/26/2016 WATER WORKS ENGINEERS, LLC	5312	12/28/2015	W/WW-ADEQ REGULATORY REPORTING ASSISTANCE	80.24
51574217	102986	2/26/2016 WATER WORKS ENGINEERS, LLC	5312	12/28/2015	#5312 TASK 1.2- REGULATORY SUPPORT	633.50
51574302	102716	2/2/2016 Capital One Commercial	51484	1/15/2016	SUPPLIES: TRASH BAGS, PLATES, TISSUE, COFFEE, CUPS	44.92
51574302	102725	2/2/2016 FLORENCE TRUE VALUE HARDWA	221341	1/8/2016	GREEN MARKING PAINT FOR BLUE STAKES	31.58
51574302	102784	2/5/2016 USABlueBook - ACCT 703717	850214	1/19/2016	PAINT FOR BLUE STAKES. GREEN, BLUE, WHITE.	645.80
51574302	102855	2/17/2016 FLORENCE TRUE VALUE HARDWA	221858	2/9/2016	6 EA - 32OZ PREMIXED 50:1 FUEL/OIL	56.22
51574302	102861	2/17/2016 HOME DEPOT CREDIT SERVICES	9902374	12/31/2015	50 BAGS OF QUIKRETE 60LB CONCRETE MIX	170.44
51574302	102908	2/23/2016 THE WATER SHED	7452	1/26/2016	WATER & ICE-WATER	10.37
51574302	102908	2/23/2016 THE WATER SHED	7525	2/8/2016	WATER & ICE-WATER	12.72
51574302	102908	2/23/2016 THE WATER SHED	7595	2/16/2016	WATER & ICE-WATER	7.41
51574304	102768	2/5/2016 Cintas Corporation Lock 696	696154510	1/22/2016	BLANKET PO - UNIFORMS FOR WATER/WASTEWATER STAFF (I	7.02
51574304	102768	2/5/2016 Cintas Corporation Lock 696	696156713	1/29/2016	BLANKET PO - UNIFORMS FOR WATER/WASTEWATER STAFF (I	7.02
51574304	102850	2/17/2016 Cintas Corporation Lock 696	696158927	2/5/2016	WEEKLY FEE FOR MATS & UNIFORMS FOR UTILITY DEPT	7.02
51574304	102960	2/26/2016 Cintas Corporation Lock 696	696161136	2/19/2016	BLANKET PO - UNIFORMS FOR WATER/WASTEWATER STAFF (I	7.02
51574304	102960	2/26/2016 Cintas Corporation Lock 696	696163331	2/19/2016	BLANKET PO - UNIFORMS FOR WATER/WASTEWATER STAFF (I	7.02
51574312	102988	2/29/2016 ARIZONA GLOVE & SAFETY	7388564	2/11/2016	FIRST AID KIT RESTOCK - WATER	36.84
51574317	102968	2/26/2016 FLORENCE TRUE VALUE HARDWA	221996	2/16/2016	LAND MAINTENANCE: WEED KILLER	390.80
51574320	102725	2/2/2016 FLORENCE TRUE VALUE HARDWA	221291	1/6/2016	BUTTE AVE FIRE HYDRANT REPAIRS MISC	76.87
51574320	102725	2/2/2016 FLORENCE TRUE VALUE HARDWA	221344	1/8/2016	633 BUTTE AVE REPAIRS MISC	66.00
51574320	102725	2/2/2016 FLORENCE TRUE VALUE HARDWA	221356	1/9/2016	PHOENIX & BUTTE ST WATER BREAK REPAIRS MISC	41.65
51574320	102725	2/2/2016 FLORENCE TRUE VALUE HARDWA	221435	1/13/2016	WELL 3B REPAIRS MISC (SUNWESTERN)	5.96
51574320	102772	2/5/2016 FLORENCE TRUE VALUE HARDWA	221289	1/6/2016	UTILITY LINE MAINT: SCREWS FOR HYDRANT	3.26
51574320	102773	2/5/2016 FWC Supply LLC	S2588153.001	1/21/2016	MAINT: 8 WATER METER FOR GEO PRISON"	3,365.20
51574320	102773	2/5/2016 FWC Supply LLC	S2592206.001	1/21/2016	PINAL CO COMPLEX PROJECT- 6 METER & PARTS"	10,705.24
51574320	102810	2/10/2016 FWC Supply LLC	S2607328.001	1/12/2016	EMERGENCY PARTS FOR VALVE & PIPE REPLACE ON PHX ST.	894.72
51574320	102810	2/10/2016 FWC Supply LLC	S2607328.002	1/12/2016	EMERGENCY PARTS FOR VALVE & PIPE REPLACE ON PHX ST.	90.12
51574320	102810	2/10/2016 FWC Supply LLC	S2607328.003	1/12/2016	EMERGENCY PARTS FOR VALVE & PIPE REPLACE ON PHX ST.	189.38
51574320	102856	2/17/2016 FWC Supply LLC	S2611888001	1/27/2016	30-METER BOTTOM, TOP AND LID SERIES C700	1,602.42
51574320	102861	2/17/2016 HOME DEPOT CREDIT SERVICES	48981679	1/5/2016	UTILITY LINE MAINT: PVC ELBOWS, ADAPTERS, COUPLINGS	67.04
51574320	102861	2/17/2016 HOME DEPOT CREDIT SERVICES	9902374	12/31/2015	UTILITY LINE MAINT: PVC ELBOWS, ADAPTERS, COUPLINGS	325.99

51574320	102968	2/26/2016	FLORENCE TRUE VALUE HARDWA	221357	1/9/2016	WATER LINE MAINT: (PHX) CAULK, GASKETS	22.10
51574320	102968	2/26/2016	FLORENCE TRUE VALUE HARDWA	221611	1/26/2016	UTILITY LINE MAINT: GEO METER INSTALL	97.99
51574320	102968	2/26/2016	FLORENCE TRUE VALUE HARDWA	221664	1/28/2016	UTILITY LINE MAINT: CHECK VALVE, BALL VALVE, BRS NIPPLE	49.30
51574320	102968	2/26/2016	FLORENCE TRUE VALUE HARDWA	221670	1/28/2016	UTILITY LINE MAINT: PVC TEE, COUPLING, ETC	6.15
51574320	102968	2/26/2016	FLORENCE TRUE VALUE HARDWA	221866	2/9/2016	UTILITY LINE MAINT: WELL 3B-MISC PARTS	37.71
51574320	102968	2/26/2016	FLORENCE TRUE VALUE HARDWA	221868	2/9/2016	UTILITY LINE MAINT: EMERG. BLOW OFF RELO.	211.00
51574320	102969	2/26/2016	FWC Supply LLC	S2606198.001	2/8/2016	UTILITY LINE MAINT: CLAMP COUPLING	186.34
51574320	102969	2/26/2016	FWC Supply LLC	S2611888.002	2/10/2016	30-METER BOTTOM, TOP AND LID SERIES C700	801.22
51574320	102969	2/26/2016	FWC Supply LLC	S2612002.001	2/8/2016	UTILITY LINE MAINT: 10 CONCRETE METER BOXES & 10 LIDS F	356.35
51574320	102969	2/26/2016	FWC Supply LLC	S2614593.001	1/26/2016	MISC ADD'L PARTS PINAL STREET PROJECT	312.64
51574320	102969	2/26/2016	FWC Supply LLC	S2618571.001	2/10/2016	HYDRANT REPLACEMENT	325.97
51574320	102969	2/26/2016	FWC Supply LLC	S2618574.001	2/10/2016	HYDRANT REPLACEMENT	1,708.25
51574320	102969	2/26/2016	FWC Supply LLC	S2618774.001	2/10/2016	SADDLE TEE UTILITY LINE MAINT: SADDLE SINGLE STRAP, PACK JOINT,	150.89
51574320	102969	2/26/2016	FWC Supply LLC	S2618774.002	2/10/2016	SADDLE TEE	38.79
51574320	102969	2/26/2016	FWC Supply LLC	S2622067.001	2/10/2016	MISC ADD'L PARTS PINAL PROJECT	651.48
51574320	102969	2/26/2016	FWC Supply LLC	S2623235.001	2/17/2016	INSERTS FOR MUNICIPEX	60.32
51574320	102969	2/26/2016	FWC Supply LLC	S2623235.001	2/17/2016	UTILITY LINE MAINT: MUNIPEX 300 FT	317.25
51574320	924401	2/15/2016	FWC Supply LLC	013116 STMT	1/8/2016	UTILITY LINE MAINT: COUPLINGS	107.30
51574403	924401	2/15/2016	Arizona Environmental Strategic A	013116 STMT	1/26/2016	AIR QUALITY PERMIT COMPLIANCE TRAINING	27.50
51581507	102986	2/26/2016	WATER WORKS ENGINEERS, LLC	4970	9/15/2015	#4970 TASK 4.2 CIP U-26 NORTH RESERVOIR UPGRADES CM	19,773.00
51581507	102986	2/26/2016	WATER WORKS ENGINEERS, LLC	5312	12/28/2015	#5312 TASK 9 NORTH TANK BPS	1,517.00
Sub-Total							83,673.75

Sewer

52575201	102881	2/18/2016	Verizon Wireless	9759249183	1/21/2016	CELL PHONES	303.87
52575207	102781	2/5/2016	Ricoh USA, Inc.	5039568284	12/11/2015	BLANKET PO: MONTHLY BILLING FOR COPIER (6 MONTHS)	30.15
52575207	102781	2/5/2016	Ricoh USA, Inc.	5039568284	12/11/2015	BLANKET PO: MONTHLY BILLING FOR COPIER (6 MONTHS)	69.92
52575207	102978	2/26/2016	Ricoh USA, Inc.	5040505396	2/12/2016	BLANKET PO: MONTHLY BILLING FOR COPIER(6 MONTHS)	30.15
52575208	102763	2/5/2016	AquaTec, Inc.	5772	1/25/2016	2- REPLACEMENT ELECTRIC LINEAR ACTUATORS	4,821.68
52575208	102870	2/17/2016	RIPPLE INDUSTRIES	1647	2/10/2016	SCADA LOGIC CHANGE FOR ALARMS AT SWWTP	425.00
52575208	102880	2/18/2016	USABlueBook - ACCT 703717	856371	1/26/2016	KOPKITS (K5PTC3) FOR SWWTP	289.45
52575208	102982	2/26/2016	U V DOCTOR LAMPS LLC	9410	1/5/2016	SWWTP WIPER SOLENOIDS FOR UV'S	474.27
52575211	102725	2/2/2016	FLORENCE TRUE VALUE HARDWA	221218	12/30/2015	MISC PARTS TO REPAIR BISULFATE LINE	59.00
52575211	102725	2/2/2016	FLORENCE TRUE VALUE HARDWA	221412	1/12/2016	MISC PARTS TO REPAIR BISULFATE LINE	76.08
52575211	102835	2/17/2016	Acme Sand & Gravel	36050	1/28/2016	SWWTP/WINERY SPILL 1/21-100 TONS WOOD CHIPS	3,972.90
52575211	102855	2/17/2016	FLORENCE TRUE VALUE HARDWA	221578	1/22/2016	SWWTP/WINERY SPILL 1/21- CL2 GRANULES, FUSES, ETC	504.40
52575211	102859	2/17/2016	GRAINGER, INC.	808336986	1/27/2016	SWWTP: WARNING LIGHT W/SOUND	269.30
52575211	102869	2/17/2016	Pro-Tec Environmental, Inc.	16011101	1/11/2016	CLEAN POST EQ BASIN @ SWWTP	2,385.00
52575211	102955	2/26/2016	A.C. Sanitation Service, LLC	8474-101	2/2/2016	BIO-SOLID WASTE REMOVAL FROM SWWTP JANUARY 2016	8,515.24
52575211	102968	2/26/2016	FLORENCE TRUE VALUE HARDWA	221205	12/29/2015	SWWTP 1/2 WHT CAP SLIPS"	0.96
52575211	102968	2/26/2016	FLORENCE TRUE VALUE HARDWA	221206	12/29/2015	SWWTP: MISC COUPLINGS, PVC PIPE, ETC.	16.20
52575211	102968	2/26/2016	FLORENCE TRUE VALUE HARDWA	221626	1/26/2016	SWWTP: MISC REPAIR BULBS, DRILL BIT SET, NUTS, BOLTS	31.00
52575211	102968	2/26/2016	FLORENCE TRUE VALUE HARDWA	221629	1/26/2016	SWWTP: BIT	17.91
52575211	102969	2/26/2016	FWC Supply LLC	S2606062.001	2/16/2016	SWWTP: ADDITIONAL SUCTION LINE FOR CL2 ANALYZER	171.74

52575211	102971	2/26/2016	Geuther Electrical, LLC	1822	2/17/2016	SWWTP REPLACE SAFE RELAY INFLUENT HIGH LEVEL ALARM	730.24	
52575211	102972	2/26/2016	GRAINGER, INC.	902296215	2/10/2016	IBC TANK HEATER FOR BI-SULFATE	324.22	
52575211	102983	2/26/2016	USABlueBook - ACCT 703717	868772	2/9/2016	SWWTP: SENSAPHONE 800 AUTODIALER	615.25	
52575211	102983	2/26/2016	USABlueBook - ACCT 703717	872338	2/12/2016	SWWTP: ULTRA SPILL DECK 8-DRUM & LOADING RAMP	957.96	
52575211	102983	2/26/2016	USABlueBook - ACCT 703717	872339	2/12/2016	SWWTP: ULTRA-TECH FLEX SPILL DECK W/BLADDER	538.74	
52575211	102985	2/26/2016	WALMART COMMUNITY # 0005 7	3350	2/12/2016	SWWTP MAINT: IRON OUT	28.46	
52575211	924401	2/15/2016	FLORENCE TRUE VALUE HARDWA	013116	STMT	1/11/2016	SWWTP CL2 LINE REPAIRS	8.21
52575211	924401	2/15/2016	FLORENCE TRUE VALUE HARDWA	013116	STMT	1/11/2016	SWWTP PARTS FOR REPAIRS. CLAMPS ETC.	4.77
52575211	924401	2/15/2016	FLORENCE TRUE VALUE HARDWA	013116	STMT	1/11/2016	SWWTP SWING CHK VALVES	29.33
52575211	924401	2/15/2016	USABlueBook - ACCT 703717	013116	STMT	1/21/2016	SWWTP 40GPD 100PSI STENNER PERISTALTIC PUMP	546.23
52575215	102912	2/24/2016	ARIZONA PUBLIC SERVICE	16-Jan	2/8/2016	ELECTRIC	21,714.24	
52575217	102846	2/17/2016	CASA GRANDE COURIER, INC.	1041	2/3/2016	COURIER FEES JANUARY 2015 SWWTP SWWTP/WINERY SPILL 1/21-REPAIR INFLUENT PUMP	1,106.00	
52575217	102858	2/17/2016	Geuther Electrical, LLC	1824	2/4/2016	STATION CONTROL PANEL.	5,525.69	
52575217	102863	2/17/2016	Legend Technical Svcs., Inc.	1601605	1/31/2016	ANALYTICAL TESTING FOR SWWTP JANUARY 2016 SWWTP/WINERY SPILL 1/21-HYDROVAC/CLEAN GREASE	8,871.40	
52575217	102869	2/17/2016	Pro-Tec Environmental, Inc.	16012202	1/22/2016	TRAP	720.00	
52575217	102958	2/26/2016	BENSON SYSTEMS	154398	1/29/2016	SERVICE CALL AT SWWTP FOR BROKEN LINE	287.50	
52575217	102986	2/26/2016	WATER WORKS ENGINEERS, LLC	4970	9/15/2015	W/WW-ADEQ REGULATORY REPORTING ASSISTANCE	836.25	
52575217	102986	2/26/2016	WATER WORKS ENGINEERS, LLC	4970	9/15/2015	REGULATORY SUPPORT WASTEWATER DEPT	325.43	
52575217	102986	2/26/2016	WATER WORKS ENGINEERS, LLC	4970	9/15/2015	MINOR DESIGN & TROUBLESHOOTING	14,812.75	
52575217	102986	2/26/2016	WATER WORKS ENGINEERS, LLC	5312	12/28/2015	W/WW-ADEQ REGULATORY REPORTING ASSISTANCE	40.13	
52575217	102986	2/26/2016	WATER WORKS ENGINEERS, LLC	5312	12/28/2015	#5312 TASK 1.2- REGULATORY SUPPORT	316.75	
52575217	102986	2/26/2016	WATER WORKS ENGINEERS, LLC	5312	12/28/2015	#5312 TASK 1.4 - MINOR DESIGN & TROUBLESHOOTING	876.00	
52575302	102716	2/2/2016	Capital One Commercial	51484	1/15/2016	SUPPLIES: TRASH BAGS, PLATES, TISSUE, COFFEE, CUPS	22.46	
52575302	102784	2/5/2016	USABlueBook - ACCT 703717	850214	1/19/2016	PAINT FOR BLUE STAKES. GREEN, BLUE, WHITE.	645.80	
52575302	102785	2/5/2016	WALMART COMMUNITY # 0005 7	443	11/24/2015	MISC SUPPLIES FOR WWTP'S: AIR FRESHENER	4.25	
52575302	102908	2/23/2016	THE WATER SHED	7452	1/26/2016	WATER AND ICE-SWWTP	5.18	
52575302	102908	2/23/2016	THE WATER SHED	7525	2/8/2016	WATER AND ICE-SWWTP	6.35	
52575302	102908	2/23/2016	THE WATER SHED	7595	2/16/2016	WATER & ICE / NWWTP	3.70	
52575302	102968	2/26/2016	FLORENCE TRUE VALUE HARDWA	221273	1/5/2016	SWWTP: HOSE CONNECTOR, NOZZLES	49.85	
52575302	102983	2/26/2016	USABlueBook - ACCT 703717	863639	2/3/2016	LAB EQUIP: GRADUATED CYLINDERS, HOSE, GLOVE HOLDERS.	75.69	
52575302	102983	2/26/2016	USABlueBook - ACCT 703717	868786	2/9/2016	STENNER #7 PUMP TUBE W/ENDS	170.28	
52575304	102768	2/5/2016	Cintas Corporation Lock 696	696154510	1/22/2016	BLANKET PO - UNIFORMS FOR WATER/WASTEWATER STAFF (I	6.74	
52575304	102768	2/5/2016	Cintas Corporation Lock 696	696156713	1/29/2016	BLANKET PO - UNIFORMS FOR WATER/WASTEWATER STAFF (I	6.74	
52575304	102850	2/17/2016	Cintas Corporation Lock 696	696158927	2/5/2016	WEEKLY FEE FOR MATS & UNIFORMS FOR UTILITY DEPT	6.74	
52575304	102960	2/26/2016	Cintas Corporation Lock 696	696161136	2/19/2016	BLANKET PO - UNIFORMS FOR WATER/WASTEWATER STAFF (I	6.74	
52575304	102960	2/26/2016	Cintas Corporation Lock 696	696163331	2/19/2016	BLANKET PO - UNIFORMS FOR WATER/WASTEWATER STAFF (I	22.33	
52575310	102973	2/26/2016	HILL BROTHERS CHEMICAL CO,	50900196	2/4/2016	1,000 GALS HYPOCHLORITE LIQUID BLEACH SWWTP	1,675.55	
52575310	102973	2/26/2016	HILL BROTHERS CHEMICAL CO,	50900199	1/29/2016	SODIUM BISULFATE FOR SWWTP- 16 DRUMS	3,064.40	
52575310	102973	2/26/2016	HILL BROTHERS CHEMICAL CO,	50900463	2/15/2016	CREDIT FOR RETURN DRUMS	(405.00)	
52575311	102861	2/17/2016	HOME DEPOT CREDIT SERVICES	4634531	12/16/2015	COMPACT DRILL/DRIVER KIT 18 VOLT NI-CAD 1/2 IN	48.37	
52575311	102968	2/26/2016	FLORENCE TRUE VALUE HARDWA	221662	1/28/2016	SWWTP: SMALL TOOLS -MANURE FORK & PITCH FORK	200.18	
52575311	102983	2/26/2016	USABlueBook - ACCT 703717	868790	2/9/2016	SWWTP: ALUMINUM POLE, SKIMMER NET, LADDER	469.97	
52575311	102983	2/26/2016	USABlueBook - ACCT 703717	874372	2/16/2016	SWWTP: ALUMINUM POLE, SKIMMER NET, LADDER	221.41	
52575312	102988	2/29/2016	ARIZONA GLOVE & SAFETY	7388564	2/11/2016	FIRST AID KIT RESTOCK - SWWTP	18.42	

52575320	102772	2/5/2016	FLORENCE TRUE VALUE HARDWA	221457	1/14/2016	UTILITY LINE MAINT: SWWTP MISC VALVE, TEE, COUPLING	27.01	
52575320	102772	2/5/2016	FLORENCE TRUE VALUE HARDWA	221540	1/20/2016	UTILITY LINE MAINT SEWER REPAIRS 206 AZ CIRCLE	45.31	
52575320	102968	2/26/2016	FLORENCE TRUE VALUE HARDWA	221668	1/28/2016	UTILITY LINE MAINT: MAIN ST SEWER- BLEACH	11.05	
52575320	102968	2/26/2016	FLORENCE TRUE VALUE HARDWA	221755	2/3/2016	SEWER TAP- DRILL BIT	12.63	
52575320	924401	2/15/2016	HOME DEPOT CREDIT SERVICES	013116	STMT	1/1/2016	SWWTP BAR SCREEN REPAIRS	63.22
52575403	924401	2/15/2016	Arizona Environmental Strategic A	013116	STMT	1/26/2016	AIR QUALITY PERMIT COMPLIANCE TRAINING	27.50
52576201	102797	2/10/2016	CENTURYLINK	8356	1/16	1/28/2016	W/WW ALARM LINE-8356	58.25
52576201	102959	2/26/2016	CENTURYLINK	VARIOUS	2/16	2/16/2016	N/WW-2394	53.57
52576207	102781	2/5/2016	Ricoh USA, Inc.	5039568284	12/11/2015	BLANKET PO: MONTHLY BILLING FOR COPIER (6 MONTHS)	30.15	
52576207	102781	2/5/2016	Ricoh USA, Inc.	5039568284	12/11/2015	BLANKET PO: MONTHLY BILLING FOR COPIER (6 MONTHS)	69.92	
52576207	102978	2/26/2016	Ricoh USA, Inc.	5040505396	2/12/2016	BLANKET PO: MONTHLY BILLING FOR COPIER(6 MONTHS)	30.15	
52576208	924401	2/15/2016	FLORENCE TRUE VALUE HARDWA	013116	STMT	1/27/2016	NWWTP REPAIRS PVC CAPS.	3.05
52576211	102843	2/17/2016	BEARING-BELT & CHAIN INC.	1394181	1/26/2016	NWWTP: REPAIR UPPER CLARIFIER; CHAIN & LINKS	186.29	
52576211	102843	2/17/2016	BEARING-BELT & CHAIN INC.	1394481	1/28/2016	NWWTP-EMERGENCY REPAIR TO UPPER CLARIFIER-PARTS	192.63	
52576211	102851	2/17/2016	Day Auto Supply, Inc	671343	12/30/2015	NWWTP: LOAD BINDER CHAIN	65.21	
52576211	102968	2/26/2016	FLORENCE TRUE VALUE HARDWA	221256	1/4/2016	NWWTP: NUTS, BOLTS & SHIMS FOR REPAIR	4.78	
52576211	102968	2/26/2016	FLORENCE TRUE VALUE HARDWA	221654	1/27/2016	NWWTP: NUTS, BOLTS FOR REPAIR	2.77	
52576211	102969	2/26/2016	FWC Supply LLC	S2606003.001	2/16/2016	NWWTP: PARTS TO FINISH AERATORS & MANIFOLD PIPING.	774.85	
52576211	102971	2/26/2016	Geuther Electrical, LLC	1811	2/17/2016	NWWTP: MAINT: REWIRE CONTROLS BLOWER #4	2,399.49	
52576211	924401	2/15/2016	FLORENCE TRUE VALUE HARDWA	013116	STMT	1/11/2016	MISC FOR REPAIRS AT NWWTP	13.68
52576215	102765	2/5/2016	BIA	16-Jan	2/1/2016	21241-ELECTRIC	3,374.12	
52576217	102846	2/17/2016	CASA GRANDE COURIER, INC.	1041	2/3/2016	COURIER FEES JANUARY 2015 NWWTP	1,106.00	
52576217	102863	2/17/2016	Legend Technical Svcs., Inc.	1601604	1/31/2016	ANALYTICAL TESTING FOR NWWTP JANUARY 2016	890.00	
52576217	102986	2/26/2016	WATER WORKS ENGINEERS, LLC	4970	9/15/2015	W/WW-ADEQ REGULATORY REPORTING ASSISTANCE	836.25	
52576217	102986	2/26/2016	WATER WORKS ENGINEERS, LLC	4970	9/15/2015	REGULATORY SUPPORT WASTEWATER DEPT	325.43	
52576217	102986	2/26/2016	WATER WORKS ENGINEERS, LLC	5312	12/28/2015	W/WW-ADEQ REGULATORY REPORTING ASSISTANCE	40.13	
52576217	102986	2/26/2016	WATER WORKS ENGINEERS, LLC	5312	12/28/2015	#5312 TASK 1.2- REGULATORY SUPPORT	316.75	
52576302	102716	2/2/2016	Capital One Commercial	51484	1/15/2016	SUPPLIES: TRASH BAGS, PLATES, TISSUE, COFFEE, CUPS	22.46	
52576302	102785	2/5/2016	WALMART COMMUNITY # 0005 7	443	11/24/2015	MISC SUPPLIES FOR WWTP'S: AIR FRESHENER	4.26	
52576302	102908	2/23/2016	THE WATER SHED	7452	1/26/2016	WATER & ICE / NWWTP	5.18	
52576302	102908	2/23/2016	THE WATER SHED	7525	2/8/2016	WATER & ICE / NWWTP	6.35	
52576302	102908	2/23/2016	THE WATER SHED	7595	2/16/2016	WATER & ICE-WATER LAB EQUIPMENT: GRADUATED CYLINDERS, HOSE, GLOVE	3.70	
52576302	102983	2/26/2016	USABlueBook - ACCT 703717	863639	2/3/2016	HOLDERS.	75.68	
52576302	924401	2/15/2016	FLORENCE TRUE VALUE HARDWA	013116	STMT	1/27/2016	NWWTP OPERATING SUPPLIES HOSE NOZZLE SPRINKLER	47.88
52576304	102768	2/5/2016	Cintas Corporation Lock 696	696154510	1/22/2016	BLANKET PO - UNIFORMS FOR WATER/WASTEWATER STAFF (I	6.74	
52576304	102768	2/5/2016	Cintas Corporation Lock 696	696156713	1/29/2016	BLANKET PO - UNIFORMS FOR WATER/WASTEWATER STAFF (I	6.74	
52576304	102850	2/17/2016	Cintas Corporation Lock 696	696158927	2/5/2016	WEEKLY FEE FOR MATS & UNIFORMS FOR UTILITY DEPT	6.74	
52576304	102960	2/26/2016	Cintas Corporation Lock 696	696161136	2/19/2016	BLANKET PO - UNIFORMS FOR WATER/WASTEWATER STAFF (I	6.74	
52576304	102960	2/26/2016	Cintas Corporation Lock 696	696163331	2/19/2016	BLANKET PO - UNIFORMS FOR WATER/WASTEWATER STAFF (I	22.33	
52576310	102973	2/26/2016	HILL BROTHERS CHEMICAL CO,	50900237	1/29/2016	50 GALS HYPOCHLORITE LIQUID BLEACH NWWTP	250.80	
52576311	102861	2/17/2016	HOME DEPOT CREDIT SERVICES	4634531	12/16/2015	COMPACT DRILL/DRIVER KIT 18 VOLT NI-CAD 1/2 IN	48.37	
52576312	102988	2/29/2016	ARIZONA GLOVE & SAFETY	7388564	2/11/2016	FIRST AID KIT RESTOCK - NWWTP	18.42	
52576315	102985	2/26/2016	WALMART COMMUNITY # 0005 7	TR03351	2/12/2016	MOP HEADS, BROOM, AIR FRESHENER & DISPENSERS	41.82	
52576315	924401	2/15/2016	FLORENCE TRUE VALUE HARDWA	013116	STMT	1/11/2016	MISC FOR REPAIRS AT NWWTP	45.26
52576320	924401	2/15/2016	FLORENCE TRUE VALUE HARDWA	013116	STMT	1/7/2016	NWWTP LINE MAINTENANCE BOLTS & SCREWS	14.50

52576320	924401	2/15/2016	FLORENCE TRUE VALUE HARDWA	013116	STMT	1/7/2016	UTILITY LINE MAINT NUTS BUSHINGS POLY TUBE NIPPLE	34.20
52581501	102986	2/26/2016	WATER WORKS ENGINEERS, LLC	4970		9/15/2015	#4970 TASK 2.1 SWWTP CHLORINE SYSTEM/EPS	2,380.00
52581501	102986	2/26/2016	WATER WORKS ENGINEERS, LLC	4970		9/15/2015	#4970 TASK 2.2 SWWTP ADMIN BUILDING CIP U-83	2,701.00
52581507	102986	2/26/2016	WATER WORKS ENGINEERS, LLC	4970		9/15/2015	SWWTP & FILTERS PROJ. MANAGEMENT	340.00
52581507	102986	2/26/2016	WATER WORKS ENGINEERS, LLC	4970		9/15/2015	SWWTP & FILTERS ENG SVCS DURING CONST.	3,667.25
52581507	102986	2/26/2016	WATER WORKS ENGINEERS, LLC	5312		12/28/2015	#5312 TASK 6.1 SWWTP & FILTERS PROJECT MANAGEMENT	340.00
52581507	102986	2/26/2016	WATER WORKS ENGINEERS, LLC	5312		12/28/2015	SWWTP & FILTERS ENG SVCS DURING CONSTRUCTION	5,146.00
52581507	102986	2/26/2016	WATER WORKS ENGINEERS, LLC	5312		12/28/2015	SWWTP & FILTERS OTHER DIRECT COSTS	431.25

Sub-Total

114,639.78

Sanitation

53219000	102838	2/17/2016	Temporary Vendor	785730		2/5/2016	REFUND SANITATION DEPOSIT	51.00
53219000	102841	2/17/2016	Temporary Vendor	715941		2/8/2016	REFUND SANITATION DEPOSIT	75.00
53219000	102844	2/17/2016	Temporary Vendor	711222		2/8/2016	REFUND SANITATION DEPOSIT	75.00
53219000	102845	2/17/2016	Temporary Vendor	710861		2/5/2016	REFUND SANITATION DEPOSIT	51.00
53219000	102849	2/17/2016	Temporary Vendor	714521		2/5/2016	REFUND SANITATION DEPOSIT	51.00
53219000	102924	2/25/2016	Temporary Vendor	719150		2/8/2016	REFUND SANITATION DEPOSIT	75.00
53219000	102925	2/25/2016	Temporary Vendor	788650		2/5/2016	REFUND SANITATION DEPOSIT	51.00
53219000	102926	2/25/2016	Temporary Vendor	710872		2/5/2016	REFUND SANITATION DEPOSIT	51.00
53219000	102927	2/25/2016	Temporary Vendor	709201		2/5/2016	REFUND SANITATION DEPOSIT	51.00
53219000	102928	2/25/2016	Temporary Vendor	713880		2/8/2016	REFUND SANITATION DEPOSIT	51.00
53219000	102929	2/25/2016	Temporary Vendor	714071		2/5/2016	REFUND SANITATION DEPOSIT	51.00
53219000	102932	2/25/2016	Temporary Vendor	706172		2/8/2016	REFUND SANITATION DEPOSIT	75.00
53219000	102933	2/25/2016	Temporary Vendor	711801		2/5/2016	REFUND SANITATION DEPOSIT	-
53219000	102934	2/25/2016	Temporary Vendor	700310		2/5/2016	REFUND SANITATION DEPOSIT	51.00
53219000	102935	2/25/2016	Temporary Vendor	788870		2/5/2016	REFUND SANITATION DEPOSIT	51.00
53219000	102937	2/25/2016	Temporary Vendor	785710		2/5/2016	REFUND SANITATION DEPOSIT	51.00
53219000	102938	2/25/2016	Temporary Vendor	712071		2/5/2016	REFUND SANITATION DEPOSIT	51.00
53219000	102939	2/25/2016	Temporary Vendor	786430		2/8/2016	REFUND SANITATION DEPOSIT	51.00
53219000	102940	2/25/2016	Temporary Vendor	790480		2/12/2016	REFUND SANITATION DEPOSIT	25.50
53219000	102941	2/25/2016	Temporary Vendor	788710		2/8/2016	REFUND SANITATION DEPOSIT	51.00
53219000	102942	2/25/2016	Temporary Vendor	786220		2/8/2016	REFUND SANITATION DEPOSIT	75.00
53219000	102943	2/25/2016	Temporary Vendor	788720		2/5/2016	REFUND SANITATION DEPOSIT	51.00
53219000	102946	2/25/2016	Temporary Vendor	788110		2/5/2016	REFUND SANITATION DEPOSIT	51.00
53219000	102947	2/25/2016	Temporary Vendor	707664		2/5/2016	REFUND SANITATION DEPOSIT	51.00
53219000	102948	2/25/2016	Temporary Vendor	701101		2/5/2016	REFUND SANITATION DEPOSIT	51.00
53219000	102949	2/25/2016	Temporary Vendor	788890		2/5/2016	REFUND SANITATION DEPOSIT	51.00
53219000	102950	2/25/2016	Temporary Vendor	788610		2/8/2016	REFUND SANITATION DEPOSIT	51.00
53219000	102951	2/25/2016	Temporary Vendor	788750		2/5/2016	REFUND SANITATION DEPOSIT	51.00
53219000	102952	2/25/2016	Temporary Vendor	701321		2/5/2016	REFUND SANITATION DEPOSIT	51.00
53219000	102953	2/25/2016	Temporary Vendor	702741		2/5/2016	REFUND SANITATION DEPOSIT	51.00
53219000	102954	2/25/2016	Temporary Vendor	711801		2/8/2016	REFUND SANITATION DEPOSIT	51.00
53571217	102825	2/10/2016	RIGHT AWAY DISPOSAL	1171621		2/1/2016	RAD CONTACT RESIDENTIAL	46,096.64
53571217	102825	2/10/2016	RIGHT AWAY DISPOSAL	1173036		2/1/2016	RAD BILLING INSTITUTIONAL	91.00
53571217	102825	2/10/2016	RIGHT AWAY DISPOSAL	1173187		1/31/2016	RAD CONTACT RESIDENTIAL ADDITIONAL	12.50
53571217	102922	2/24/2016	RIGHT AWAY DISPOSAL	1191972		2/15/2016	ADJUST BILLING	(16.00)

53571217	102922	2/24/2016	RIGHT AWAY DISPOSAL	1191972	2/15/2016	RAD BILLING INSTITUTIONAL	7,437.00
53571230	102848	2/17/2016	Central Az Solid Waste Inc	TOF 15.10	10/31/2015	LANDFILL DISPOSAL FEES - OCTOBER INV.#TOF 15.10	6,237.38
53571304	102718	2/2/2016	Cintas Corporation Lock 696	6961523098	1/15/2016	BLANKET PO - UNIFORMS FOR PW STAFF (FOR 6 MONTHS)	3.03
53571304	102718	2/2/2016	Cintas Corporation Lock 696	696154509	1/22/2016	BLANKET PO - UNIFORMS FOR PW STAFF (FOR 6 MONTHS)	3.03
53571304	102718	2/2/2016	Cintas Corporation Lock 696	696156712	1/29/2016	BLANKET PO - UNIFORMS FOR PW STAFF (FOR 6 MONTHS)	3.03
53571304	102893	2/23/2016	CURTIS WILLIAMS	REIM 21116	2/11/2016	UNIFORM ALLOWANCE FOR BOOTS	142.22
53571304	102893	2/23/2016	CURTIS WILLIAMS	REIM-21816	2/18/2016	UNIFORM ALLOWANCE FOR JEANS	300.00
53571304	102914	2/24/2016	Cintas Corporation Lock 696	696158926	2/5/2016	BLANKET PO - UNIFORMS FOR PW STAFF (FOR 6 MONTHS)	3.03
53571304	102914	2/24/2016	Cintas Corporation Lock 696	696161135	2/12/2016	BLANKET PO - UNIFORMS FOR PW STAFF (FOR 6 MONTHS)	3.03
53571304	102993	2/29/2016	Cintas Corporation Lock 696	696163330	2/19/2016	BLANKET PO - UNIFORMS FOR PW STAFF (FOR 6 MONTHS)	3.03
Sub-Total							61,943.42

Grants

216520215	102906	2/23/2016	SOUTHWEST GAS CORPORATION	Feb-16	2/9/2016	325 E RUGGLES	62.45
216520215	102906	2/23/2016	SOUTHWEST GAS CORPORATION	Feb-16	2/9/2016	GAS-140 S PINAL PKWY	78.04
216520215	102912	2/24/2016	ARIZONA PUBLIC SERVICE	16-Jan	2/8/2016	ELECTRIC	394.44
216520217	102871	2/17/2016	ROSA E. BRUCE dba	PHASE 2-RUIZ	2/8/2016	OWNER-OCCUPIED HOUSING REHABILITATION SERVICES	1,687.50
216520222	102807	2/10/2016	FLORENCE MINI STORAGE	22651	2/1/2016	FEB RENTAL MASTERS UNIT	71.75
216520222	102807	2/10/2016	FLORENCE MINI STORAGE	22655	2/1/2016	FEB RENTAL MASTERS UNIT	71.75
216520222	102915	2/24/2016	COMBINED COMMERCIAL	140PINAL 3RD	2/24/2016	RENT FOR MASTERS	712.98
216520222	103003	2/29/2016	FLORENCE MINI STORAGE	22534	12/30/2015	CLEANING DEPOSIT UNIT-179B	30.00
216520222	103003	2/29/2016	FLORENCE MINI STORAGE	22535	1/1/2016	JAN RENTAL MASTERS UNIT-179B	71.75
216520222	103003	2/29/2016	FLORENCE MINI STORAGE	22839	3/1/2016	MAR RENTAL MASTERS UNIT	71.75
216520222	103003	2/29/2016	FLORENCE MINI STORAGE	22843	3/1/2016	MAR RENTAL MASTERS UNIT-179B	71.75
239513314	103020	2/29/2016	Promotables LLC/123-Awards	9988-BAL	2/10/2016	PLAQUE FOR AMERICAN LEGION	278.22
239517506	102740	2/2/2016	Physio- Control, Inc.	116072576	1/14/2016	TWO LIFEPAK 15 EKG MONITORS	67,670.25
249514312	102881	2/18/2016	Verizon Wireless	9759249183	1/21/2016	PD STONE GARDEN CELL PHONES	85.32
253506217	102788	2/10/2016	AHSIGMA LLC	302154-1	2/5/2016	HOUSING REHABILITATION AT 1070 S ORLANDO ST	21,200.00
253506217	102857	2/17/2016	G & G Specialty Contractors	302-1532	2/12/2016	HOUSING REHABILITATION AT 640 N. PARK ST.	21,160.20
275529217	102837	2/17/2016	ANDREW MONASKY	LSTA 15/16	1/20/2016	LSTA FUNDED SPEAKER 15/16	800.00
275529217	102902	2/23/2016	REBECCA RUTH HALL	PERFORM-30916	9/7/2015	LSTA FUNDED 15/16 MUSICAL PROGRAM	400.00
275529302	102979	2/26/2016	School Outfitters	11935325	2/23/2016	STAGE AND RISER LSTA FUNDED 15/16	847.50
275529407	102717	2/2/2016	Casa Grande Valley Newspaper In	5515941	12/31/2015	PUBLICATION LSTA FUNDED 15/16	232.95
275529407	102890	2/23/2016	Casa Grande Valley Newspaper In	5534761	1/31/2016	NEWSPAPER ADVERTISING LSTA FUNDED 15/16	244.37
Sub-Total							116,242.97

SLIDs

300506215	102989	2/29/2016	Arizona Public Service Company	AR0480004931	2/15/2016	SLID #1 ANTHEM	176.25
301506215	102989	2/29/2016	Arizona Public Service Company	AR0480004931	2/15/2016	SLID #2 ANTHEM	76.64
302506215	102989	2/29/2016	Arizona Public Service Company	AR0480004931	2/15/2016	SLID #3 ANTHEM	288.65
Sub-Total							541.54

Judicial Collection Enhancement Fund

Sub-Total							-
-----------	--	--	--	--	--	--	---

Impound Fund

566511408	103009	2/29/2016 HUGHES TOWING	13318	2/8/2016 07 DODGE CHARGER TOW	80.00	
566511408	103009	2/29/2016 HUGHES TOWING	13340	2/8/2016 FORD CVP	116.00	
Sub-Total						196.00

CFDs

911160000	102923	2/25/2016 Temporary Vendor	115401026-OP	2/8/2016 OVERPAYMENT	342.88	
911160000	102963	2/26/2016 Temporary Vendor	170900064-OP	2/24/2016 OVERPAYMENT	10.07	
Sub-Total						352.95

TOTAL WARRANTS

773,665.23



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 10a.

MEETING DATE: April 4, 2016

DEPARTMENT: Administration

PRESENTER: Lisa Garcia, Deputy Town Manager/Town Clerk

SUBJECT: Argument in Favor of Proposition 408

- Action**
- Information Only**
- Public Hearing**
- Resolution**
- Ordinance**
- Other**

RECOMMENDED MOTION/ACTION:

Approval of the Town Council Argument in favor of Proposition 408 to be placed in the Special Election Publicity Pamphlet.

BACKGROUND:

State law requires that Council submit an argument in favor of the May ballot measure. The draft argument has been presented at two prior Council meetings. Council members have not made contact with me to request changes.

The following advertisement has been published in the Florence Reminder on March 24, March 31, and April 4, 2016. It will appear one more time on April 11, 2016.

Invitation to Submit Ballot Arguments Deadline April 20, 2015

Florence – Town Clerk Lisa Garcia announced the proposition number for ballot measure appearing on the May 17, 2016, Florence Special Election and invites interested parties to submit arguments to be included in the Publicity Pamphlet that will be distributed prior to the May 17, 2016 Special Election.

The proposition that will appear on the May 17, 2016, ballot is listed below.

Proposition 408: ONE-TIME SPECIFIC AMOUNT IN EXCESS OF STATE-IMPOSED EXPENDITURE LIMITATION:

Proposal submitted by the Town Council of Florence

Official title: Resolution No. 1568-15 – A resolution of the Town of Florence, Pinal County, Arizona, proposing a one-time specific amount in excess of the state-imposed expenditure limitation of Fiscal Year 2016-2017.

Descriptive title:

Pursuant to Article IX, Section 20(2)(c), of the Arizona Constitution, allows the Town of Florence to exceed the state-imposed expenditure limitation for Fiscal Year 2016-2017 by \$15,000,000 to allow the Town to adopt a budget no greater than the amount that was adopted for Fiscal Year 2015-2016.

Proposition 408

Shall the Town of Florence retain local control and exceed the state-imposed expenditure limitation by \$15,000,000 for Fiscal Year 2016-2017, to allow the Town to adopt a budget no greater than the amount that was adopted for Fiscal Year 2015-2016?

A “YES” vote shall have the effect of allowing the Town of Florence to retain local control and expend existing funds and revenues in a way that will allow the Town to continue to provide the existing services to its residents. A “YES” vote will not increase or decrease taxes.

A “NO” vote shall have the effect of preventing the Town of Florence from retaining local control and its ability to expend existing funds and revenues and instead require expenditures be limited by the state-imposed expenditure formula based on Fiscal Year 1979-1980 expenditures, resulting in cuts in existing Town services and projects. A “NO” vote will not increase or decrease taxes.

Arguments for or against ballot measures may be filed with the Town Clerk no later than 5 p.m., Monday, April 18, 2016. Arguments may be submitted to the Town Clerk, P.O. Box 2670, 775 N. Main Street, Florence, Arizona 85132. A \$200 fee must accompany each argument submitted and each argument must not exceed 300 words. Arguments must be signed by the submitting person. Arguments submitted by organizations shall be signed on behalf of the organization by one of the executive officers of the organization authorized to take the action, or if a political committee, by the Chairperson or Treasurer. No person or organization shall submit more than one argument for each ballot measure to be voted on.

For more information, call the Town Clerk’s Office at 520-868-7552.

FISCAL IMPACT:

A \$200 fee must accompany each argument submitted and each argument must not exceed 300 words. Arguments must be signed by the submitting person.

STAFF RECOMMENDATION:

Approval of the Town Council Argument in favor of Proposition 408 to be placed in the Special Election Publicity Pamphlet.

ATTACHMENTS:

Argument

ARGUMENT "FOR" PROPOSITION 408

Draft Only for Council Review

Please vote "YES" on Proposition 408.

A "YES" vote on Proposition 408 allows the Town to provide critical Town services to its residents. A "YES" vote allows the Town and its residents, not the State of Arizona, to determine what levels of services are delivered to residents and determine which projects benefit the community.

Proposition 408 has no effect on the amount of taxes paid to the Town. A "YES" vote will not increase or decrease taxes and a "NO" vote will not increase or decrease taxes. If Proposition 408 is approved, the additional expenditure authority granted by the residents will be used for local services and projects.

Services that Florence provides include: police, fire, courts, economic and community development, library, parks and recreation, street maintenance and improvements, water and wastewater systems operations and maintenance, refuse and recycling services, senior services, as well as and other important public services provided by the Town of Florence. Projects include the improvements to and the expansion of streets, water, and wastewater systems.

A "NO" vote will result in a drastic reduction in Town services and the elimination of the streets, water, and wastewater systems projects.

Mayor Tom Rankin

Vice-Mayor Tara Walter

Councilmembers:

John Anderson

Rebecca Guilin

Bill Hawkins

Karen Wall

Vallarie Woolridge



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 10b.

MEETING DATE: April 4, 2016

DEPARTMENT: Administration

STAFF PRESENTER: Jess Knudson, Assistant Town Manager

SUBJECT: Authorization to contract with Holbrook Asphalt Company to provide HA5 high density mineral bond pavement preservation treatment, striping, crosswalks, and other lines and symbols on Merrill Ranch Parkway.

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

RECOMMENDED MOTION/ACTION:

Authorization to contract with Holbrook Asphalt Company, to provide HA5 high density mineral bond pavement preservation treatment, striping, crosswalks, and other lines and symbols on Merrill Ranch Parkway, in an amount not to exceed \$175,139.81.

BACKGROUND/DISCUSSION:

The surface, striping, crosswalks and other lines and symbols on Merrill Ranch Parkway is worn and in need of asphalt preservation. The HA5 product is a surface treatment designed to extend pavement life and protect the surface from moisture and UV rays. HA5 installations are backed by a five year warranty and the life of the treatment is expected to last seven to ten years.

The HA5 product was applied on Heritage Way in previous years.

FINANCIAL IMPACT:

The cost to the Town to complete the project is \$159,218.01, plus a 10% contingency, for a total of \$175,139.81.

STAFF RECOMMENDATION:

Staff recommends Town Council approval.

ATTACHMENTS:

Contract
Map
Holbrook Asphalt Co. Proposal
City of El Mirage Proposal Addendum
Certificate of Insurance
Sole Source Form
City of El Mirage Agreement (Contract)
City of El Mirage Contract Renewal

TOWN OF FLORENCE, ARIZONA
CONTRACT FOR HIGH DENSITY MINERAL BOND APPLICATION
COOPERATIVE USE OF CITY OF EL MIRAGE RFP PROJECT NO. PW11-MB01, HIGH DENSITY MINERAL
BOND APPLICATION MAINTENANCE CONTRACT

THIS CONTRACT (the "Contract") is made and entered into effective as of the 4th day of April, 2016 ("Effective date"), by and between the Town of Florence, Arizona (the "Town"), and Holbrook Asphalt, LLC ("Contractor") and together with the Contract Documents referred to and incorporated herein, is the "resultant contract" contemplated in the City of El Mirage, AZ Specifications and Bid Documents High Density Mineral Bond Application Maintenance Contract, Solicitation NO. PW11-MB01. The Town and the Contractor are sometimes referred to in this Contract collectively as the "Parties" and each individually as a "Party".

1. **SCOPE OF WORK:** The Contractor shall provide the Town the work/services described in the attached scope of services set forth in **Exhibit "A"** ("Scope of Work"). The Contractor shall perform the Scope of Work in accordance with the schedule attached in **Exhibit "A"**, and the Contract Documents. Contractor agrees, at its own cost and expense, to do all of the work and furnish all the equipment, personnel and materials necessary to provide, in a good and substantial manner and to the satisfaction of the Town, the Scope of Work.
2. It is further expressly agreed by and between the parties that should there be any conflict between the terms of this Contract, the Master Contract, or the Contractor's Proposal, then this Contract and provisions of the Contract Documents shall control and nothing herein shall be considered as an acceptance of the terms of the said Proposal conflicting herewith or the Master Contract, unless expressly stated herein.
3. **INCORPORATION:** For and in consideration of this Contract and other good and valuable consideration, the Contractor agrees that the master cooperative solicitation/contract (City of El Mirage Specifications and Bid Documents High Density Mineral Bond Application Maintenance Contract, Solicitation NO. PW11-MB01) is in full force and effect, and all terms and conditions of the Master Contract are incorporated by reference into this Contract, creating an agreement identical in terms between the Town and Contractor. In the Master Contract, the terms, "City of El Mirage", or "City" shall be and deemed to be and refer to the Town, and the terms "Proposer" or "Contractor" shall be deemed to be and refer to the Contractor under this Contract.
4. **CONTRACT DOCUMENTS:** This Contract consists of the following contract documents, which by reference are incorporated herein:
 - A. This signed Contract.
 - B. The Request for Proposals Specifications and Bid Documents: City of El Mirage AZ Specifications and Bid Documents High Density Mineral Bond Application Maintenance Contract, Solicitation NO. PW11-MB01, including, but not limited to: Notice of Request for Proposals; Request for Proposals Instructions and Proposal Conditions; General Terms and Conditions; Project Specifications; Proposal; Appendices; Addenda; Statement of Contractor's Qualifications; Agreement; Contract Renewals (the "Contract Documents" or "Master Contract").
5. **CONTRACT PRICING:** Contract pricing is listed in **Exhibit "A"** attached hereto and incorporated herein (Price Sheet).
6. **TERM OF CONTRACT:** Time is of the essence to the terms of this Contract.

7. COMPLIANCE WITH FEDERAL AND STATE LAWS.

- A. The Contractor 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.
- B. Under the provisions of A. R. S. § 41-4401, Contractor hereby warrants to the Town that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A. R. S. § 23-214 (A) (hereinafter "Contractor Immigration Warranty").
- C. A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the Town.
- D. The Town retains the legal right to inspect the papers of any Contractor or Subcontractor's employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the Town in regard to any such inspections.
- E. The Town may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the Town in regard to any random verifications performed.
- F. Neither the Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by section 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A. R. S. § 23-214, Subsection A.
- G. The provisions of this Section must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.
- H. The provisions of this Section must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract.

IN WITNESS WHEREOF, the Parties have executed this Contract effective as of the Effective date set forth above.

TOWN OF FLORENCE, a municipal corporation

By: _____
Tom J. Rankin, Mayor

Date: _____

By: _____
Brent Billingsley Town Manager

ATTEST:

Lisa Garcia, Town Clerk

Approved as to Form

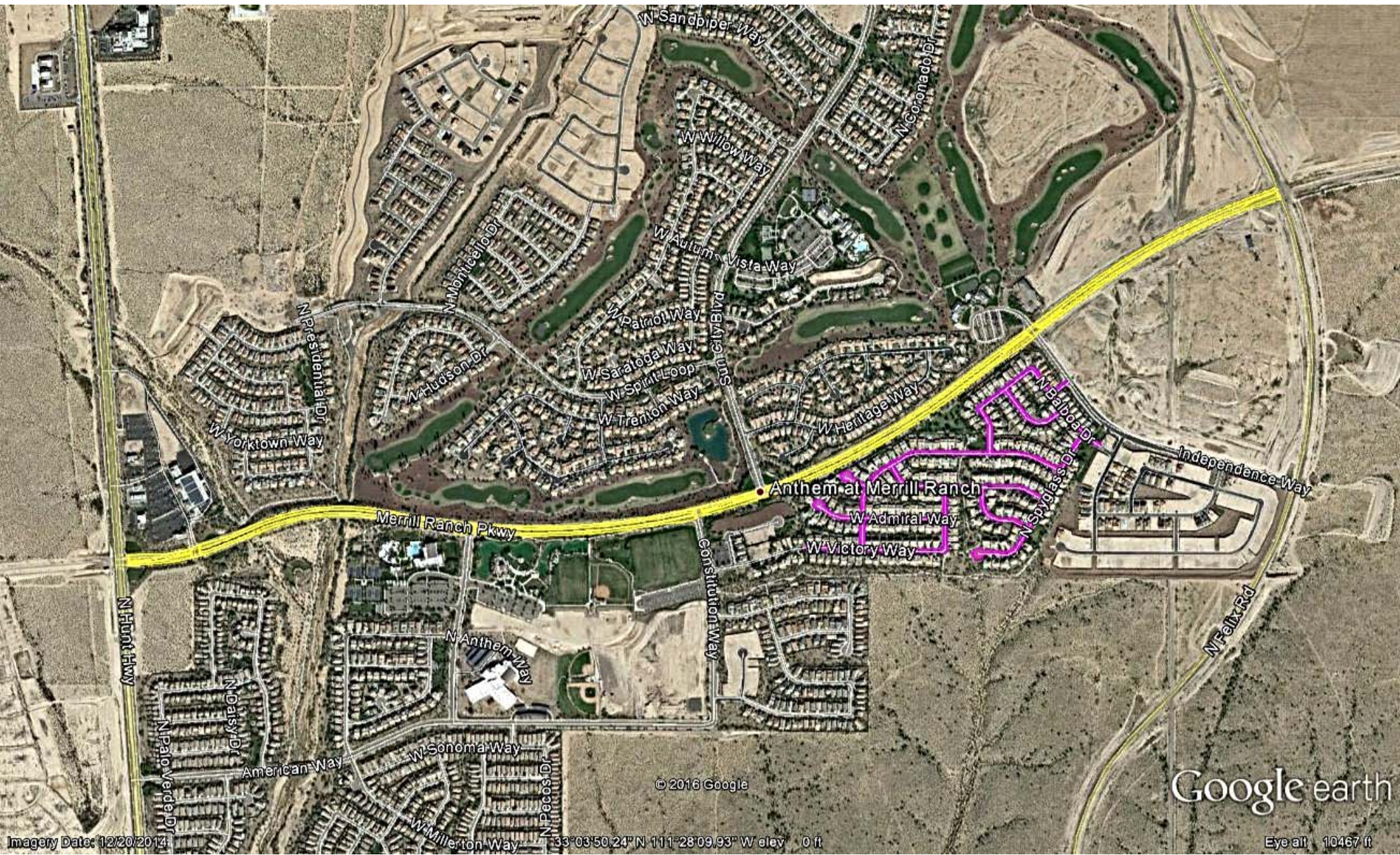
Clifford L. Mattice, Town Attorney

CONTRACTOR

By: _____

Date: _____

Its: _____



© 2016 Google

Google earth

Imagery Date: 12/20/2014

33°03'50.24" N 111°28'09.93" W elev 0 ft

Eye alt 10467 ft



Utah Office
 3828 South 1700 East
 St. George, UT 84790
 P: 435.652.4427
 F: 435.656.3943

Nevada Office
 5375 S Cameron St., O
 Las Vegas, NV 89118
 P: 702.823.3902
 F: 702.777.7575

Arizona Office
 3806 S 16th Street
 Phoenix, AZ 85040
 P: 602.307.0425
 F: 435.656.3943

PROPOSAL

Date	Estimate
3/3/2016	30569

www.HolbrookAsphalt.com

Customer	Project Description	Project Location
Florence City Mario Grijalva PO Box 2670 425 E. Ruggles Florence, AZ 85132	2016-Merrill Ranch Parkway	Anthum Subdivision Merrill Ranch Pkwy. Hunt Hwy to Felix Rd

P.O. Number	Terms	Advisor	Sales Area	State License #
	Due upon completion	Aaron	AZ, Northern	AZ-ROC261715

Description	Quantity	Rate	Total
MERRILL RANCH PKWY TRAFFIC CONTROL: --4 days of traffic control plans will be provided	1	4,867.89	4,867.89
HA5 HIGH DENSITY MINERAL BOND: (76,514 SQ. YD.) -- Clean & prepare surface using high pressure air & wire bristle brooms. -- Install "HA5" High Density Mineral Bond advanced performance pavement preservation treatment. -- No guarantee surface treatments will adhere to areas saturated with motor oil. -- HA5 meets demands of APWA (American Public Works Association) specification (Section 32 01 13.68 High Density Mineral Bond).	76,514	1.52	116,301.28
REPAINT LINES & SYMBOLS: 01 4" White Thermoplastic 5,000 LF 02 6" White Thermoplastic 20,000 LF 03 8" White Thermoplastic 1,850 LF 04 Bike Ln Mkg Symbol (Melt in Place Thermo) 28 EA 05 Arrow (Melt in Place Thermo) 6 EA 06 ONLY Legend (Melt in Place Thermo) 1 EA 07 Raised Pavement Markers, Type G 600 EA 08 Mobilization 1 EA	1	28,750.00	28,750.00
** PRIVILEGE TAXES: City's Tax Rate: 4.00% State and County Tax Rate: 7.7% Combined Total Tax Rate: 11.7%	1	7,410.88	7,410.88
** BONDS: -- Payment and/or performance bond cost will be adjusted to the total price of this proposal at a rate of 1.2 percent.	1	1,887.96	1,887.96
Total			\$159,218.01

Proposal void 30 days from date listed on proposal. By signing this proposal (contract), I agree that Holbrook Asphalt Co. may not be held liable for delays, conditions, or Acts of God beyond their control, which situations may delay or cause cancelation partially or completely on any project. Delays include project demand and material supply.

PAYMENT TERMS: Due Upon Completion (Completion of project core)
 There may be concerns from Client following completion. Upon request, post-project walk-throughs may be scheduled to review concerns. Payment will still remain due upon invoice. Holbrook Asphalt Co. is committed to client satisfaction and resolving concerns, though at times, this may be delayed.

As the Client, I agree to not withhold payment due to walk-through requests, cleaning, touch-up, or warranty concerns. I understand and agree that I will be billed for towing as incurred and will be due on receipt. I agree that if I demand to retain payment until warranty work or touch up is completed, the retainer will be a fixed amount of 5% of invoice, up to \$750.00.

I understand that interest accrues on all past-due amounts at 24% per annum from invoice date, until paid in full; and may be billed collection fee's of up to 40%. These terms apply to all amount(s) incurred by me and for whom I have committed management responsibility, regardless of timing. This agreement provides Holbrook Asphalt Co. written consent of Right to Lien.

Signature _____ Print Name _____ Date _____ Holbrook Asphalt Co. _____



City of El Mirage, Arizona

Proposal Addendum



Request for Proposal **Project No.: PW11 - MB01**

Date: December 23, 2011

Addendum #1

Materials and/or
Services for:

**HIGH DENSITY MINERAL
BOND APPLICATION**

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

COOPERATIVE USE OF CONTRACT

In addition to the City of El Mirage, this agreement may be extended for use by other municipalities, government agencies and governing bodies, including the Arizona Board of Regents, and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter and/or rules and regulations of the respective entity and the approval of the Contractor.

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

Tregg Holbrook 02-10-2012
Authorized Signature

Print Name: TREGG HOLBROOK

Title: MANAGER

Company Name: HOLBROOK ASPHALT LLC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/30/2016

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 Presidio Group, Inc. 6967 South River Gate Drive, #200 Salt Lake City, UT 84047	CONTACT NAME: Heather Owens PHONE (A/C, No, Ext): (801) 924-1400 FAX (A/C, No): (801) 924-1441 E-MAIL ADDRESS: reception@presidio-group.com
	INSURER(S) AFFORDING COVERAGE
INSURED Holbrook Asphalt LLC 3828 S. 1700 E. St. George, UT 84790	INSURER A: Employers Mutual Casualty INSURER B: Workers Compensation Fund INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC #
	21415
	10033

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		4D7669016	06/15/2015	06/15/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			4D7669016	06/15/2015	06/15/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			4D7669016	06/15/2015	06/15/2016	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	2078524	06/15/2015	06/15/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Verification of insurance is subject to the policy terms & conditions.

Town of Florence is included as Additional Insured per written contract, per attached form.

CERTIFICATE HOLDER

CANCELLATION

Town of Florence 425 E. Ruggles 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 
---	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR
AGREEMENT INCLUDING COMPLETED OPERATIONS – PRIMARY AND
NONCONTRIBUTORY**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of:

- a. your ongoing operations for the additional insured; or
- b. "Your work" for the additional insured and included in the "products – completed operations hazard".

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury," "property damage" and "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports,

surveys, field orders, change orders or drawings and specifications; or

- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

D. The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

E. All other terms and conditions of this policy remain unchanged.

Town of Florence
Sole Source/Emergency Purchase Justification

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

Vendor Name: Holbrook Asphalt Co. Date 16-Mar-16

Commodity (general description) Merrill Ranch Parkway Resurfacing

Dollar Amount \$159,218.01 (If over \$25,000, must go to Town Council for approval)

Account Number 012-566-524

Sole Source

Check all entries that apply:

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

Emergency

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

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

Justification: This vendor is the only manufacturer/distributor that applies HA-5.

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



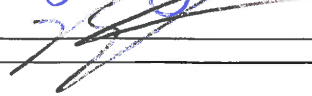
Signature of Department Director		Date	<u>3/15/16</u>
Review by Finance Director		Date	<u>3/25/16</u>
Approved by Town Manager		Date	<u>3/28/16</u>

Exhibit E

AGREEMENT

THIS AGREEMENT is made and entered into this 27 day of Feb, 2013 by and between Holbrook Asphalt, LLC, (hereinafter referred to as "Contractor") and the City of El Mirage, Arizona, a municipal corporation, (hereinafter referred to as "City").

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

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

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

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

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

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

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

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

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


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

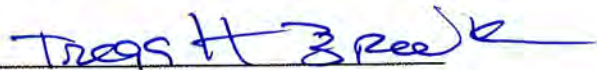
As an alternative to filing a law suit to resolve the dispute, the parties may elect to arbitrate the dispute. Each party shall select a competent and impartial arbitrator. The two selected arbitrators shall appoint a third arbitrator. If the two appointed arbitrators cannot agree on a third, they may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

Executed and entered into on the date first written above.

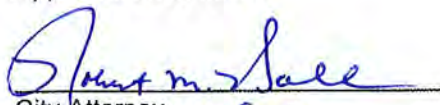
CITY:

CONTRACTOR:


By: Dr. Spencer Isom
Its: City Manager


By: TREGG HOLBROOK
Its: MANAGER

Approved as to form:


City Attorney *inferis*

Attest:


Richard Saathoff, City Clerk



REQUEST FOR PROPOSALS

Maintenance Contract

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

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

City of El Mirage Specifications and Bid Documents

Solicitation Number: **PW11 - MB01**

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

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

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

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

Specifications may be picked-up at:

Public Works
12001 W. Peoria Ave., Bldg B1
El Mirage, Arizona 85335

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

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

or

Download Plans and Specifications from the City Website at

www.cityofelmirage.org

at no charge



City of El Mirage, Arizona

Notice of Request for Proposals



Request for Proposal

Project No.: PW11 - MB01

Proposal

Due Date: **Dec 19, 2011**

Time: **2:00 P.M.**

Materials and/or
Services for:

**HIGH DENSITY MINERAL BOND
APPLICATION**

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

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

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

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



REQUEST FOR PROPOSALS

INSTRUCTIONS AND PROPOSAL CONDITIONS

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

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

1. GENERAL:

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

2. SUBMITTAL DEADLINE:

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

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

3. ALTERNATE OFFERS:

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

4. EFFECTIVE PERIOD OF OFFER:

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

5. INQUIRIES:

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

6. PROSPECTIVE PROPOSERS CONFERENCE:

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



REQUEST FOR PROPOSALS

INSTRUCTIONS AND PROPOSAL CONDITIONS

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

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

7. LATE PROPOSALS:

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

8. WITHDRAWAL OF PROPOSAL:

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

9. AMENDMENT OF PROPOSAL:

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

10. VENDOR REGISTRATION:

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

11. EXAMINATION OF JOBSITE(S) AND SPECIFICATIONS:

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

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

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

13. UNIT PRICE TO PREVAIL:

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

14. BRAND NAME REFERENCES AND TECHNICAL SPECIFICATIONS:

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

15. RESTRICTIVE OFFER PROVISIONS:

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



REQUEST FOR PROPOSALS

INSTRUCTIONS AND PROPOSAL CONDITIONS

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

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

16. PRICES, NOTATIONS, AND MISTAKES:

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

17. OFFER ERRORS OMISSIONS AND CORRECTIONS:

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

18. EXCEPTIONS TO SPECIFICATIONS:

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

19. ADDENDA:

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

20. OFFER IDENTIFICATION:

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

21. OFFER TABULATION:

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

22. AWARD OF CONTRACT:

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



REQUEST FOR PROPOSALS

INSTRUCTIONS AND PROPOSAL CONDITIONS

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

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

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

23. PROTEST OF AWARD

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

24. PROPOSAL FORMAT

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

a. **Firm and Personnel qualifications, Experience, and References**

- 1) **Staff Qualifications** - Provide a list of employees and their training, qualifications, and certifications. Attention should be placed upon the staff that would most likely be involved in the routine maintenance services to be provided. Also include the training, qualifications, and certifications of any subcontractors who may perform services not directly completed by the Contractor's staff.
- 2) **Firm Qualifications** - Provide a company description including: structure, ownership disclosure statement, company facilities, functional organization description, and office location(s). Include a general list of company equipment that is available for this project.
- 3) **Experience and References** - Provide description of current and/or previous similar projects. List at least three projects of similar size, nature, and complexity. Give current addresses and phone numbers for Owner references for each project.

b. **Project Understanding and Scope** - Provide a description of your project understanding and how you will approach the project. Include a detailed scope of services to be provided, proposed schedule, Number of employees that will be assigned to the project, etc.

c. **Pricing** - Submit the Proposal Tab Sheet with and all other information requested in the Project Specifications.

d. **Proposal Evaluation** - Proposals will be evaluated on the following criteria:

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



GENERAL TERMS AND CONDITIONS

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

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

1. APPLICABLE LAW:

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

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

This Agreement is subject to the provisions of A.R.S. §38-511. The City may, within three years after its execution, cancel this Agreement, without penalty or further obligation, made by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

2. BRIBES AND KICK-BACKS:

The Contractor shall not by any means:

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

3. CONTRACT AND ORDER OF PRECEDENCE:

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



GENERAL TERMS AND CONDITIONS

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

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

4. PAYMENT TERMS:

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

5. SUBCONTRACTORS:

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

6. CONTRACT AMENDMENTS:

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

7. CONTRACT APPLICABILITY:

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

8. PROVISIONS REQUIRED BY LAW:

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

9. SEVERABILITY:

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

10. RELATIONSHIP TO PARTIES:

It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.



GENERAL TERMS AND CONDITIONS

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

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

11. INTERPRETATION-PAROL EVIDENCE:

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

12. INDEMNIFICATION:

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

13. WARRANTIES:

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

14. INSPECTION:

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

15. FUNDING:

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

16. COMPLIANCE:

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



GENERAL TERMS AND CONDITIONS

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

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

17. LOSSES AND DAMAGES:

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

18. CHARACTER AND STATUS OF WORKMEN:

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

19. TRAFFIC:

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

20. INSURANCE REQUIREMENTS:

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

The Contractor's insurance shall be primary insurance, and any insurance or self insurance maintained by the City shall not contribute to it. Any failure to comply with the claim reporting provisions of the policies or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect the City. The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's work or service.

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

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

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



GENERAL TERMS AND CONDITIONS

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

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

21. REQUIRED INSURANCE COVERAGE:

a. General Liability

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

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

ii. Automobile Liability

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

iii. Workers' Compensation

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

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

22. CERTIFICATES OF INSURANCE:

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



GENERAL TERMS AND CONDITIONS

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

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

23. CONTRACT DEFAULT:

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

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

24. TERMINATION FOR CONVENIENCE:

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

25. RESPONSIBILITY FOR CORRECTION:

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

26. DELAY IN EXERCISING CONTRACT REMEDY:

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

27. TAX EXEMPTION:

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

28. LATE SUBMISSION OF CLAIM:

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

29. LIABILITY:

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

30. BUSINESS LICENSE:

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



GENERAL TERMS AND CONDITIONS

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

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

31. IMMIGRATION LAW COMPLIANCE:

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

32. SCRUTINIZED BUSINESS OPERATIONS:

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

33. AGREEMENT SUBJECT TO APPROPRIATIONS.

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

CITY OF EL MIRAGE
PUBLIC WORKS DEPARTMENT



HIGH DENSITY
MINERAL BOND APPLICATION

PROJECT SPECIFICATIONS

PW11 - MB01

TABLE OF CONTENTS

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

1. LOCATION OF THE WORK:

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

2. PROPOSED WORK:

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

3. GUARANTEE:

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

4. QUALITY ASSURANCE

- A. Contractor has successfully completed at least five (5) projects of similar size and nature, using the same mix design as described in this Request for Proposal.
 - 1. Upon request, provide a list of five (5) projects which have demonstrated a five year minimum proven performance on a bituminous surface.
 - 2. Acceptable performance after five year period is no less than 70% residual coverage in the treated surface area.
- B. Foreman of the crew has completed at least three (3) projects of similar size and nature.
- C. Do not change the source of the emulsified asphalt or aggregate without supporting changes in the mix design.
- D. Reject asphalt emulsion that does not meet requirements of this section.
- E. Remove product found defective after installation and install acceptable product at no additional cost to Owner.
- F. If requested, submit a quality control inspections and testing report describing source and field quality control activities performed by Contractor and its Suppliers

5. PROPERTY DAMAGE

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

6. CONTRACT TIME:

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

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

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

7. CHANGES IN THE WORK

- A. The Public Works Field Operations Director may at any time, as the need arises, order changes within the scope of the work without invalidating the agreement. If such changes increase or decrease the amount due under the Contract documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by written change order.
- B. The Public Works Field Operations Director also, may at any time, by issuing a written field order, make changes in the details of the work. The Contractor shall proceed with the performance of any changes in the work so ordered unless the Contractor believes that such written field order entitles him/her to a change in Contract price or time, or both, in which event he/she shall give the City written notice thereof within three (3) days after the receipt of the field ordered change, and the Contractor shall not execute such changes pending the receipt of an executed change order or further written instruction from the City.

8. CHANGES IN CONTRACT PRICE

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

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

9. LAYOUT, FIELD MEASUREMENTS AND INSPECTION OF SURFACES

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

10. INSPECTION

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

11. PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK

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

12. STOCKPILE OF MATERIALS

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

13. SUPERVISION BY CONTRACTOR

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

14. DUMPING AND DISPOSAL OF WASTE

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

15. SUBSIDIARY WORK

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

16. CLEAN UP

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

17. DUST PREVENTION

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

18. MISCELLANEOUS REMOVAL AND RELOCATIONS

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

19. TRAFFIC CONTROL

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

20. SURVEY CONTROL POINTS

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

21. PROTECTION OF EXISTING FACILITIES

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

22. PROJECT COMPLETION

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

23. ACCEPTANCE

A. General:

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

B. Surface Treatment Material:

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

C. Placement

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

D. Price Adjustment

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

24. FINAL ACCEPTANCE

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

25. SUBMITTALS

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

26. WEATHER

A. Temperature:

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

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

27. NOTICE

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

28. PRODUCTS

A. EMULSIFIED ASPHALT

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

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

B. AGGREGATE

1. Slate:

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

2. Refined Corundum:

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

C. MIX DESIGN

1. Use the following table as a guide.

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

29. SCOPE OF WORK

A. CONSTRUCTION EQUIPMENT

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

B. PREPARATION

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

C. PROTECTION

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

D. APPLICATION

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

30. AFTER APPLICATION

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

31. FIELD QUALITY CONTROL

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

32. REPAIR

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

33. ADD/ALTERNATE

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

PROPOSAL

Project No.: _____

Date: _____

To the City of El Mirage:

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

Name of Proposer: _____

Arizona Transaction (Sales) Privilege Tax License Number: _____

Federal Employer Identification Number: _____

Address: _____

Contact Person:

Name: _____

Telephone: _____

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

Authorized Signature

Print Name: _____

Title: _____

Appendix A

PROPOSAL TAB

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

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

Appendix B

REFERENCES

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

- 1. Company: _____
Contact: _____
Address: _____

Phone: _____

- 2. Company: _____
Contact: _____
Address: _____

Phone: _____

- 3. Company: _____
Contact: _____
Address: _____

Phone: _____

Appendix C

Statement of Contractors Qualifications

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

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

6. Contracts on hand: _____

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

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

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

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

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2011, by and between _____, (hereinafter referred to as "Contractor") and the City of El Mirage, Arizona, a municipal corporation, (hereinafter referred to as "City").

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

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

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

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

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

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

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

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

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

Executed and entered into on the date first written above.

CITY:

CONTRACTOR:

By: Dr. Spencer Isom
Its: City Manager

By: _____
Its: _____

Approved as to form:

City Attorney

Attest:

Richard Saathoff, City Clerk



Public Works Department
 10355 N 121st Avenue, El Mirage 85335
 623-935-6405; Fax 623-935-6184; TDD 623-933-3258
 www.cityofelmirage.org

January 29, 2016

Mark Beatty
 Holbrook Asphalt Company
 3828 S 1700 E
 St George, UT 84790

RE: Contract Renewal (PW11-MB01)

Mark,

This letter serves as the written notification for the renewal of the contract for the City of El Mirage as specified in the High Density Mineral Bond Application Contract (PW11-MB01) specifications and bid documents. The effective dates of this renewal are February 1, 2016 and it expires on January 31, 2017. The agreed upon pricing below is hereby specially referred to and by such reference made a part the contract.

Item	Unit	Price
High Density Mineral Bond Application	Square Yard	\$1.52
Surface Repair	Square Yard	\$49.50
Crack Seal Material and Installation	Pound	\$1.50
Poly Patch Material and Installation	Pound (1-5 pallets)	\$2.80
Poly Patch Material and Installation	Pound (5+ pallets)	\$2.47

Sincerely,

Nick Russo
 Management Administrator

CONTRACTOR: <u>Holbrook Asphalt</u>		CITY: _____
<u>Mark Beatty</u>	<u>[Signature]</u>	
Authorized Signature	Authorized Signature	
<u>Mark Beatty</u>	<u>LARRY DORFMESEN</u>	
Print Name	Print Name	
<u>VP</u>	<u>DCM</u>	
Title	Title	
<u>1-29-2016</u>	<u>2/1/16</u>	
Date	Date	



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 10c.

MEETING DATE: April 4, 2016

DEPARTMENT: Administration

STAFF PRESENTER: Jess Knudson, Assistant Town Manager

SUBJECT: Authorization to contract with Cactus Asphalt through a Pinal County cooperative contract to provide polymer modified asphalt paving in an amount not to exceed \$208,059.28.

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

RECOMMENDED MOTION/ACTION:

Authorization to contract with Cactus Asphalt, through a Pinal County cooperative contract, to provide polymer modified asphalt paving in an amount not to exceed \$208,059.28.

BACKGROUND/DISCUSSION:

Pinal County has an existing contract with Cactus Asphalt and is commissioning their services at the end of April for pavement preservation in Pinal County. The Town of Florence has the opportunity to piggyback on Pinal County's publicly bid contract with Cactus Asphalt and do work on some of our existing roads at a cost less than what would normally cost the Town to do the same work. The cost savings is due to Pinal County's contract, and the fact that Cactus Asphalt is already doing work in the vicinity. This will result in decreased mobilization costs and other costs related to project management.

Based on an analysis of our existing roads, Town staff has identified 19,586 linear feet, or 3.7 miles, of road that is in immediate need for repair. They include:

- Butte Avenue: From Highway 79, 1.5 miles east
- Dogwood Road: From Florence Kelvin Highway to Haley Road (3,300 linear feet)
- Adamsville Road: From Main Street to Plant Road (6,864 linear feet)
- Orlando Street: From Butte Avenue to Virginia Street (1,502 linear feet)

The work performed by Cactus Asphalt, if the Town Council approves this item, is to pre-sweep each street, apply polymer modified asphalt rubber binder at .63 gallons per square yard, apply pre-coated MAG high volume aggregate at 28 pounds per square yard, roll aggregate to imbed into PMAR binder, post sweep and apply fog seal SS1-h 50/50 dilute at .12 gallons per square yard.

The work also includes the creation of shoulders on Butte Avenue with a cost effective approach that includes penetrating the shoulder area with an asphalt emulsion that will hold the loose aggregate that is swept off of the road when the process is completed.

FINANCIAL IMPACT:

The cost to chip seal and fog seal 3.7 miles of road is \$189,144.80, plus a 10% contingency, for a total of \$208,059.28.

STAFF RECOMMENDATION:

Staff recommends Town Council approval.

ATTACHMENTS:

Contract
Map
Cactus Asphalt Pricing
Pinal County Price Sheet
Pinal County Contract

TOWN OF FLORENCE, ARIZONA
CONTRACT FOR PAVEMENT PRESERVATION
COOPERATIVE USE OF PINAL COUNTY PAVEMENT PRESERVATION FY 15-16 COUNTY WIDE BID
#PW11/12/008; CONTRACT #EC11-008

THIS CONTRACT (the "Contract") is made and entered into effective as of the 4th day of April, 2016 ("Effective date"), by and between the Town of Florence, Arizona (the "Town"), and Cactus Asphalt (the "Contractor") and together with the Contract Documents referred to and incorporated herein, is the "resultant contract" contemplated in the Pavement Preservation FY 15-16 County Wide Bid #PW11/12/008; Contract # EC11-008. The Town and the Contractor are sometimes referred to in this Contract collectively as the "Parties" and each individually as a "Party".

1. **SCOPE OF WORK:** The Contractor shall provide the Town the work/services described in the attached scope of services set forth in **Exhibit "A"** ("Scope of Work"). The Contractor shall perform the Scope of Work in accordance with the schedule attached in "**Exhibit A**", and the Contract Documents. Contractor agrees, at its own cost and expense, to do all of the work and furnish all the equipment, personnel and materials necessary to provide, in a good and substantial manner and to the satisfaction of the Town, the Scope of Work.
2. It is further expressly agreed by and between the parties that should there be any conflict between the terms of this Contract, the Master Contract, or the Contractor's Proposal, then this Contract and provisions of the Contract Documents shall control and nothing herein shall be considered as an acceptance of the terms of the said Proposal conflicting herewith or the Master Contract, unless expressly stated herein.
3. **INCORPORATION:** For and in consideration of this Contract and other good and valuable consideration, the Contractor agrees that the master cooperative solicitation/contract (Pavement Preservation FY 15-16 County Wide Bid #PW11/12/008; Contract # EC11-008) is in full force and effect, and all terms and conditions of the Master Contract are incorporated by reference into this Contract, creating an agreement identical in terms between the Town and Contractor. In the Master Contract, the terms "Pinal", "County" or "Pinal County" shall be deemed to be and refer to the Town, and the terms "Bidder" or "Contractor" shall be deemed to be and refer to Contractor under this Contract.
4. **CONTRACT DOCUMENTS:** This Contract consists of the following contract documents, which by reference are incorporated herein:
 - A. This signed Contract.
 - B. The Invitation for Bids Packet: Pavement Preservation –FY '12-'13; County Wide; Project No's 40136, 40137, and 40138, including, but not limited to: Invitation for Bids; Instructions to Bidders; Material and Construction Bid Form; Bid Schedule; General Provisions; Special Provisions and Specifications; Technical Provisions and Specifications; Schedules; Certification of Intention Concerning Subcontracting; Affidavit of Suspension and/or Debarment; Contractor Immigration Certification; Cooperative Authorization; Noncollusion Affidavit; Contract Agreement; Maps; and Addenda (the "Contract Documents" or "Master Contract").
5. **CONTRACT PRICING:** Contract pricing is listed in **Exhibit "A"** attached hereto and incorporated herein (price sheet).
6. **TERM OF CONTRACT:** Time is of the essence to the terms of this Contract.

7. COMPLIANCE WITH FEDERAL AND STATE LAWS.

- A. The Contractor 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.
- B. Under the provisions of A. R. S. § 41-4401, Contractor hereby warrants to the Town that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A. R. S. § 23-214 (A) (hereinafter "Contractor Immigration Warranty").
- C. A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the Town.
- D. The Town retains the legal right to inspect the papers of any Contractor or Subcontractor's employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the Town in regard to any such inspections.
- E. The Town may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the Town in regard to any random verifications performed.
- F. Neither the Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by section 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A. R. S. § 23-214, Subsection A.
- G. The provisions of this Section must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.
- H. The provisions of this Section must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract.

By: _____
Tom J. Rankin, Mayor

Date: _____

By: _____
Brent Billingsley Town Manager

ATTEST:

Lisa Garcia, Town Clerk

Approved as to Form

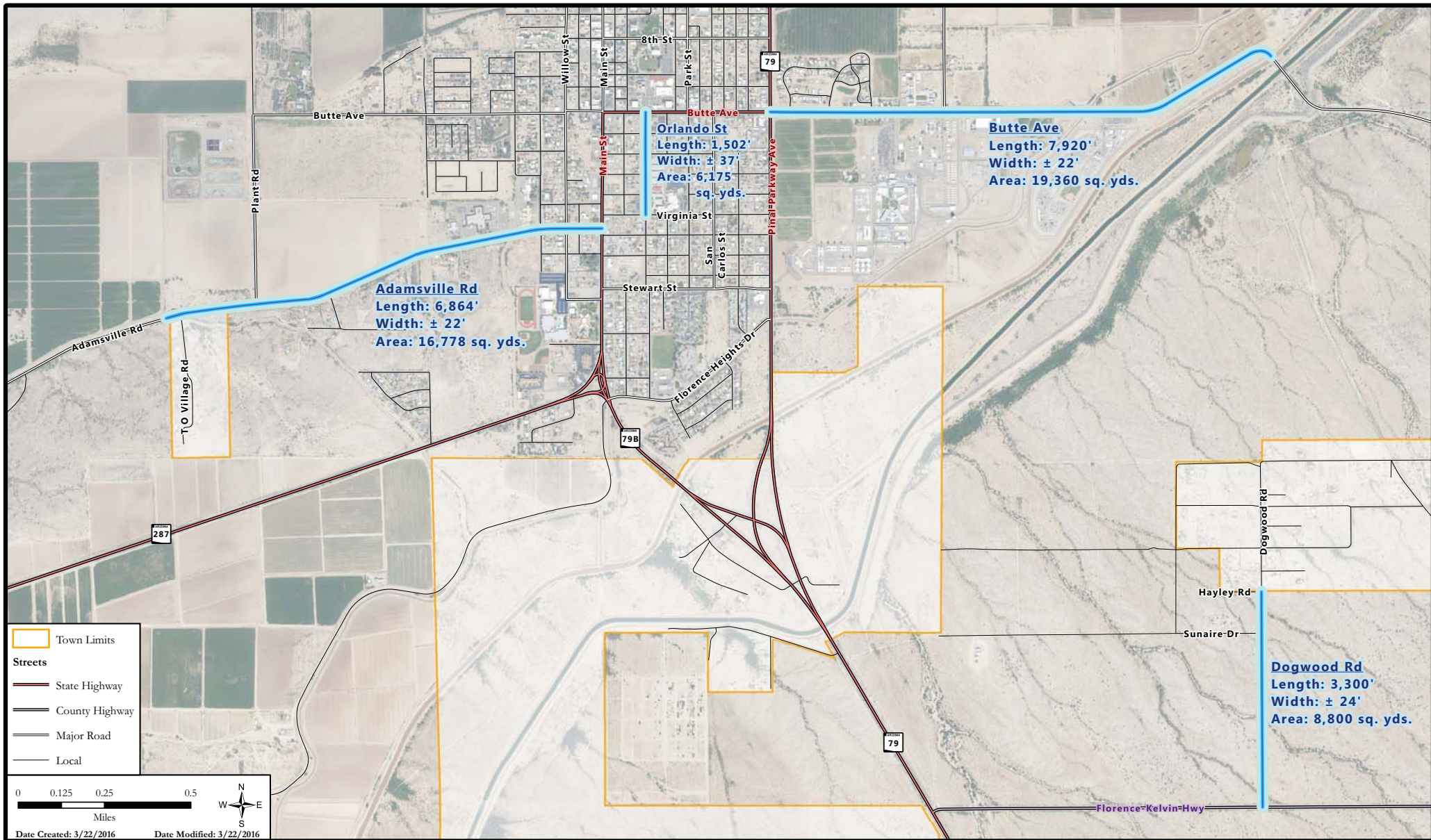
Clifford L. Mattice, Town Attorney

CONTRACTOR

By: _____

Date: 3/30/2016

Its: COO/VP



Adamsville Rd
 Length: 6,864'
 Width: ± 22'
 Area: 16,778 sq. yds.

Orlando St
 Length: 1,502'
 Width: ± 37'
 Area: 6,175 sq. yds.

Butte Ave
 Length: 7,920'
 Width: ± 22'
 Area: 19,360 sq. yds.

Dogwood Rd
 Length: 3,300'
 Width: ± 24'
 Area: 8,800 sq. yds.

- Town Limits
- Streets**
- State Highway
- County Highway
- Major Road
- Local



Date Created: 3/22/2016 Date Modified: 3/22/2016

This map is created for reference purposes only and is to be used at your own risk. The Town of Florence makes no warranty as to the accuracy or completeness of the information contained in this map and assumes no liability for any errors or omissions contained therein, nor for any direct, indirect, or consequential damages which may be caused by its use. It is the user's responsibility to verify all information contained herein. 2016-45

Street Maintenance Locations

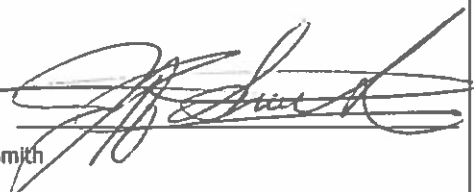


CACTUS ASPHALT

To:	TOWN OF FLORENCE	Contact:	Brent Billingsley
Address:	PO BOX 2670, 444 NORTH WARNER FLORENCE, AZ 85232	Phone:	520-868-7621
		Fax:	520-868-7637
Project Name:	City Of Florence ARBp Chip Seal 2016	Bid Number:	
Project Location:		Bid Date:	3/15/2016

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Base Bid					
1	ARBp Binder Applied At 0.63 Gal/SY	127.00	TON	\$703.600	\$89,357.20
2	HVT Cover Chips (pre-coated) - Applied At 30 LBS/SY	770.00	TON	\$59.500	\$45,815.00
3	SS-1h Emulsified Asphalt - Applied At 0.12 Gal/SY	26.00	TON	\$345.100	\$8,972.60
4	Traffic Control	1.00	LS	\$45,000.000	\$45,000.00
Total Price for above Base Bid Items:					\$189,144.80
Total Alternate Price:					\$189,144.80

- Notes:**
- Contract Pricing based off of Pinal County Contract EC11-008
 - All scheduling contingent upon mutual agreement of Owner and Cactus Asphalt.
 - Prices above based on completing all tasks in one mobilization. If an additional mobilization is required, charges may apply.
 - Quoted prices valid for 60 days unless otherwise noted.
 - Cactus is not responsible for notification, nor removal of vehicles and property from work areas.
 - In the event that quantities differ from above, billing will reflect agreed upon measured quantities.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Cactus Asphalt</p> <p>Authorized Signature: </p> <p>Estimator: Jeff Smith</p>
--	---

3/15/2016 2:34:39 PM

Page 1 of 3

Paving · Seal Coating · Crack Sealing · Patching · Chip Sealing · Fabric Overlay · More

Contractors Licenses: AZ - 194430 · NV - 0040581 · NM - 022995 · UT - 944049-5501
 t 623-907-2800 f 623-907-2900 cactusasphalt.com 8211 W. Sherman St. Tolleson, AZ 85353

Louis Andersen
Public Works Director

Scott Bender
County Engineer



PINAL COUNTY
wide open opportunity

Greg Stanley
County Manager

January 6, 2016

Cactus Asphalt, Inc.
Bryan Glazer
8211 W. Sherman St.
Tollcson, AZ 85353

**RE: 3rd Quarter FY '15-'16 ADOT Price Adjustments
Pavement Preservation (Chip/Fog) – FY '15-'16
Bid # PW11/12/008; Contract # EC11-008**

Dear Mr. Glazer:

Per Bid Packet, TPS-2, Price Adjustments - Pinal County shall utilize a Quarterly Index from the Arizona Department of Transportation Bituminous Material Price Adjustment for January 2016 of \$379.00 in determining 3rd Quarter Fiscal Year '15-'16 pricing – January, February and March 2016. This adjustment will apply only to the amount of bituminous material used in the bid item and not to the overall unit cost.

The 3rd Quarter Fiscal Year '15-'16 pricing shall be as follows:

AC15-5TR = \$582.61/Ton; CRS-2p = \$571.20/Ton; SS-1h = \$345.10/Ton;
TRMSS = \$666.20/Ton; PASS-QB = \$557.20/Ton; CRS-TR = \$673.00/Ton
ARB = \$653.60/Ton; ARBp = \$703.60/Ton; ARB Scrub = \$1,373.60/Ton

All other contract terms and conditions shall remain the same. If you have any questions or concerns please feel free to contact me at 520-866-6515 or joe.ramirez@pinalcountyyaz.gov.

Sincerely,

Joseph A Ramirez
Superintendent
Pavement Management, Recycling & Traffic Operations Division

PUBLIC WORKS DEPARTMENT


31 North Pinal Street, Building F, PO Box 727 Florence, AZ 85132

T 520-509-3555 Hours M-F 8:00 am – 5:00 pm F 520-866-6511 www.pinalcountyyaz.gov

Louis Andersen
Public Works Director

Scott Bender
County Engineer

Greg Stanley
County Manager


PINAL COUNTY
wide open opportunity

July 2, 2015

Cactus Asphalt, Inc.
Bryan Glazer
8211 W. Sherman St.
Tolleson, AZ 85353

**RE: Contract Renewal – Pavement Preservation – FY' 15-'16; County Wide
Bid # PW11/12/008; Contract # EC11-008**

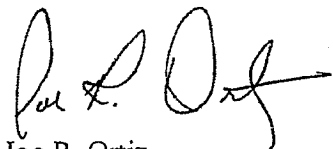
Dear Mr. Glazer:

It is Pinal County's intention to offer the renewal of the Pavement Preservation; County Wide – Bid # PW 11/12/008; Contract # EC11-008, for the '15-'16 Fiscal Year. Pinal County anticipates at or near the current quantities for the '15-'16 Fiscal Year. Pinal County shall utilize the Monthly Index from the Arizona Department of Transportation Bituminous Material Price Adjustment for AC15-5TR (93%), CRS-2p (60%), SS-1h (30%), TRMSS (60%), PASS-QB (60%), CRS-2TR (60%), Asphalt Rubber Binder (80%), Polymer Modified Asphalt Rubber Binder (80%) and Rubberized Asphalt Scrub Seal Binder (80%) in determining Fiscal Year '15-'16 pricing. All other contract terms and conditions shall remain the same.

Upon approval by the Board of Supervisors the term of the contract shall be renewed for another year from July 25, 2015 to July 24, 2016.

Please sign and notarize the attached renewal form, acknowledging your acceptance of the contract renewal and return no later than July 15, 2015.

Sincerely,



Joe R. Ortiz
Engineering Support Division Head

PUBLIC WORKS DEPARTMENT

31 North Pinal Street, Building F, PO Box 727 Florence, AZ 85132

T 520-509-3555 Hours M-F 8:00 am – 5:00 pm F 520-866-6511 www.pinalcountyaz.gov

Page 2: Pavement Preservation – FY' 15-'16; County Wide

I agree to renew / not to renew the contract under the terms listed above.

Bryan Glazer
Name

Vice President
Title

Cactus Asphalt a division of Cactus Transport Inc
Business Name

DATED July 6, 2015.

(Partnership/corporate Acknowledgement)

PINAL COUNTY BOARD OF
SUPERVISORS

STATE OF ARIZONA)
) ss
COUNTY OF Maricopa)

By: Cheyl Chase
(Chairman)

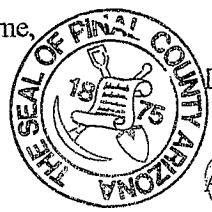
SUBSCRIBED AND SWORN to before me,

the undersigned Notary Public, this 6
day of July, 2015,

by Bryan Glazer

who acknowledged himself/herself

to be Vice President of Cactus Asphalt Inc



DATED: 8/5/15

ATTEST:
Sherryl Cliff 8/5/15
(Clerk of the Board) Date

,a(n) Arizona partnership/corporation

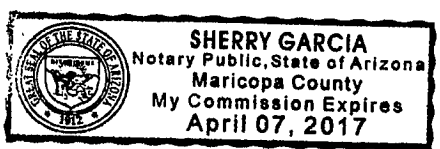
and being duly authorized to do so, executed the
foregoing instrument on behalf of said entity.

My Commission expires: 4/7/2017

Sherry Garcia
Notary Public

Approved as to form and within
the powers and authority granted
Pinal County under the laws of the
State of Arizona.

PINAL COUNTY ATTORNEY
Mark Laflitz Verli
Mark Laflitz Date



NOTE:
Pre-Bid
06/01/12
Questions Due
06/08/12
Bid Open
06/25/12

PINAL COUNTY
INVITATION FOR BIDS PACKET



P I N A L ♦ C O U N T Y
Wide open opportunity

PROJECT TITLE: Pavement Preservation – FY '12-'13; County Wide
PROJECT NOS: 40136, 40137 and 40138
BIDDER'S NAME: Cactus Asphalt, Inc.

Pinal County Public Works Department
P. O. Box 727
Administration Building F
31 North Pinal Street
Florence, Arizona 85132
520-866-6411

Greg Stanley
Assistant County Manager
Development Services



PINAL COUNTY
wide open opportunity

PINAL COUNTY PUBLIC WORKS

To: PROSPECTIVE BIDDERS

Date: June 14, 2012

Project Name: Pavement Preservation Program – FY '12-'13; County Wide
Project No's: 40136, 40137, and 40138

Addendum #1

The following items shall be incorporated in the Work. All items specified in the Project Manual shall remain unchanged except as specified herein.

QUESTIONS:

1. *Is there a list of streets?*

Answer: No specific limits of streets are defined at this time. Pinal County does have approximate quantities for general areas as follows:

Chip Seal AC15-5TR Application (Residential Roads):

San Tan Area = 70,000 SY

Aravaipa Area = 66,000 SY

Chip Seal CRS-2P Application (Residential Roads):

Various Areas = 84,500 SY

Chip Seal AC15-5TR Application (Arterial Roads):

Casa Grande Area = 40,000 SY

Fog Seal TRMSS Application (Residential Roads):

San Tan Area = 50,000 SY

Fog Seal PASS-QB Application (Residential Roads):

San Tan Area = 32,000 SY

Fog Seal TRMSS Application (Arterial Roads):

Apache Junction Area = 143,000 SY

Oracle Area = 45,000 SY

Fog Seal PASS-QB Application (Arterial Roads):

Hidden Valley Area = 50,000 SY

Buy Order 6/25/12



PINAL COUNTY
wide open opportunity

2. *Can International Surfacing Systems Rubberized Asphalt Binder blend be submitted as an approved equivalent?*

Answer: Yes.

CLARIFICATIONS:

Item 1

Base Bid Item 3, SS-1h Emulsified Asphalt, estimated quantities 130 Tons; are calculated with the intentions to be used for both the Base Bid and Additive Alternate Bid A.

A.J. Blaha P.E.,
Pinal County Public Works Director

TABLE OF CONTENTS AND INDEX

Project Title: Pavement Preservation – FY '12-'13; County Wide

Project Nos.: 40136, 40137 and 40138

	Page Number
INVITATION FOR BIDS	INV 1 - 4
INSTRUCTIONS TO BIDDERS	INS 1 - 6
MATERIAL AND CONSTRUCTION BID FORM	B 1 - 4
BID SCHEDULE	BS 1
GENERAL PROVISIONS	GP 1 - 14
SPECIAL PROVISIONS AND SPECIFICATIONS	SPS 1 - 7
TECHNICAL PROVISIONS AND SPECIFICATIONS	TPS 1 - 12
SCHEDULES	SS 1 - 3
CERTIFICATION OF INTENTIONS CONCERNING SUBCONTRACTING	SUB 1
AFFIDAVIT OF SUSPENSION AND/OR DEBARMENT	ASD 1 - 2
CONTRACTOR IMMIGRATION CERTIFICATION	CIC 1 - 2
COOPERATIVE AGREEMENT	COA 1
NONCOLLUSION AFFIDAVIT	NC 1 - 2
ORIGINAL CONTRACT AGREEMENT FORM	CA 1 - 4
PINAL COUNTY MAP	MP 1

INVITATION FOR BIDS

Project Title: Pavement Preservation – FY '12-'13; County Wide

Project Nos.: 40136, 40137 and 40138

Bid No.: PW 11/12/008

NOTICE IS HEREBY GIVEN THAT SEALED BIDS shall be received on the above-referenced Project by Pinal County, hereinafter "Pinal," at the office of the Pinal County Public Works Department, County Administration Building "F" east entrance, P. O. Box 727, 31 North Pinal Street, Florence, Arizona 85132, until 2:00 P.M., according to the Pinal County Public Works Department's clock, on June 25, 2012 for the Scope of Work set forth below. No bids shall be received after this date and time.

SCOPE OF WORK: The Contractor shall furnish any and all experienced supervision, labor, materials, tools, equipment, supplies, appliances, utility and transportation services required to complete all proposed work in accordance to the Specifications and terms of the Contract in a good and workmanlike and substantial manner and to the satisfaction of Pinal County through its Engineers.

The Contractor shall submit bids based upon based upon the Scope of Work for Base Bid along with Additive Alternate A and B. **(*Note) Failure to submit bids on all alternates shall result in the disqualification of the submitted bid. Pinal reserves the right to award the Base Bid and Alternates or any combination thereof at Pinal's sole discretion.** The bid shall be awarded to the lowest responsive and responsible Bidder and acceptance is in the best interest of Pinal. Quantities shown in this document are approximate. Pinal may extend the contract for four (4) additional one-year periods.

Base Bid shall be a Chip Seal consisting of AC15-5TR Rubberized Asphalt Binder with MAG Pre-Coated High Volume Traffic Cover material, Fog Seal consisting of Anionic SS-1h Emulsified Asphalt, Pavement Striping and/or Pavement Symbols and Traffic Control for various locations within Pinal County.

Additive Alternate Bid A shall be a Chip Seal consisting of CRS-2p Polymer-Modified Asphalt Binder with Low Volume Traffic Cover material, Fog Seal consisting of Anionic SS-1h Emulsified Asphalt and Traffic Control for various locations within Pinal County.

Additive Alternate Bid B shall be a Fog Seal consisting of Tire Rubber Modified Surface Seal (TRMSS) and/or Polymer Asphalt Surface Seal – Quick Break (PASS-QB) application and Traffic Control for various locations within Pinal County.

Pinal reserves the right to procure materials not specified above but that are supplied or produced by the successful Bidder(s), to include, new technological advancements and new products/materials not available at the inception of the contract.

The Notice to Proceed (NTP) shall be issued on August 1, 2012 and all work under this contract shall be completed by June 30, 2013.

Pinal may add additional streets or roadway segments to this project. Additional work shall only be authorized after an appropriate change order has been approved by the Pinal County Board of Supervisors in accordance with the requirements of paragraph 4 of the General Provisions of this Contract. Additional work referenced above shall be charged and invoiced in accordance with the unit prices set forth in the Bid Schedules included herewith which may be adjusted per ADOT Specifications.

Note: Quantities may increase or decrease in this Contract during the project time period.

1.0 Design / Standards:

- 1.1 The specifications of this project shall conform to the requirements set forth by the Pinal County Standard Specifications as set forth in the contract plans, and to the MAG Uniform Standard Specifications for Public Works Construction, Manual on Uniform Traffic Control Devices and the Technical Provisions and Specifications of this contract.

2.0 Administration:

- 2.1 The Contractor shall furnish experienced supervision, labor, materials, tools, equipment, supplies, utilities and transportation necessary to complete the project in a timely and professional manner.
- 2.2 The Contractor shall notify or contact other agencies affected in the execution of this project and secure all necessary permits or other requirements necessary to complete the project.
- 2.3 The Contractor shall provide on and off site traffic control per MUTCD's Manual Uniform Traffic Control Devices for Highway Construction Maintenance and MAG Standard Specifications.
- 2.4 The Pinal County Public Works Department shall conduct project inspection and monitor the progress of the work.
- 2.5 The contractor shall be responsible for quality control in accordance with MAG specifications to insure that the construction is in compliance with the contract specifications and applicable standards including subgrade design, material testing, and surveying.
- 2.6 Contractor shall perform at least fifty-one percent (51%) of the value of the project. The remainder of the work may be performed by subcontractors.

Questions shall be submitted in writing by 12:00 Noon, according to the Pinal County Public Works Department's clock, on June 8, 2012, only to, CONTRACTS SUPERVISOR, at the Pinal County Public Works Department, P.O. Box 727, 31 North Pinal St., Building "F" Florence, AZ 85132 - phone: (520) 866-6009, fax: (520) 866-6899. Failure to use this single point of contact when submitting questions may cause your bid to be rejected. Any answers or clarifications affecting the cost shall be addressed to all bidders in an addendum. Under no circumstances shall verbal interpretations or clarifications be given to individual contractors.

Bids shall be publicly opened and read publicly on June 25, 2012 at 2:05 P.M., according to

the Pinal County Public Works Department's clock, at the Office of the Pinal County Public Works Department in County Administration Building "F" east entrance, 31 North Pinal Street, Florence, Arizona.

Copies of the Bid Documents, including plans and specifications, may be obtained from the Pinal County Department of Public Works, 31 North Pinal Street, Building "F" East Entrance, Florence, Arizona, during regular business hours.

Plan Holders List, Bid Schedule, and Addenda shall be posted on the Pinal County Website, when available. The address is:

<http://pinalcountyz.gov/Departments/PublicWorks/Contracts/Pages/Home.aspx>

Bids shall be submitted on bid forms provided by Pinal IN THE MANNER AND ACCORDING TO THE CONDITIONS SET FORTH IN THE INSTRUCTIONS TO BIDDERS. ALL REQUIRED DOCUMENTS SHALL BE SUBMITTED, AS SET FORTH IN THE INSTRUCTIONS TO BIDDERS, ACCOMPANIED BY A BID SECURITY. IF BIDDER FAILS TO SUBMIT THE REQUIRED DOCUMENTS, THE BID SHALL BE DEEMED TO BE NON RESPONSIVE AND REJECTED.

In accordance with A.R.S. § 34-201, as amended, every bid shall be accompanied by a Bid Security payable to Pinal County for ten per cent of the amount of the total Bid Price by certified check or cashier's check drawn on a responsible bank doing business in the United States or by surety bond acceptable to Pinal and issued and executed solely by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona in the form required by A.R.S. § 34-201, as amended, and executed by the bidder and the surety with a certified and current Power of Attorney of surety's attorney-in-fact attached thereto. The surety bond shall not be executed by an individual surety or sureties. No bid shall be considered unless it is accompanied by the required Bid Security. Return of the Bid Security shall be in the manner and according to the conditions set forth in the Instructions to Bidders.

AT THE TIME OF SUBMITTAL OF A SEALED BID, AND AT ALL TIMES DURING THE PERFORMANCE OF THIS CONTRACT, BIDDER SHALL BE LICENSED IN THE STATE OF ARIZONA AS A GENERAL COMMERCIAL CONTRACTOR; ALL PROPOSED SUBCONTRACTORS SHALL BE APPROPRIATELY LICENSED AS CONTRACTORS IN THE STATE OF ARIZONA FOR PERFORMING THE PORTION OF THE WORK FOR WHICH THEY ARE RESPONSIBLE. If the Bidder or proposed subcontractor is not licensed prior to the bid submittal, the bid shall be deemed non-responsive and shall be rejected.

Before any contract is executed by Pinal, the successful bidder shall obtain the required insurance and shall furnish to Pinal the required proof of insurance, including proof that additional insured is PINAL COUNTY, ITS AGENTS, REPRESENTATIVES, DIRECTORS, OFFICIALS, EMPLOYEES AND OFFICERS, and shall furnish to Pinal a Performance Bond and Labor and Material Payment Bond, each in the full contract amount, made payable to PINAL COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, in the manner and pursuant to the conditions required by A.R.S. § 34-222 and acceptable to Pinal within the time period set forth in the bid form. The bonds shall be issued and executed solely by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona and executed by the successful bidder and the surety with a certified and current Power of Attorney of surety's attorney-in-fact attached thereto. The bonds shall not be executed by an individual surety or sureties.

Every Bid shall constitute an offer to perform according to the terms, conditions, provisions and specifications of the Bid/Contract Documents and shall remain irrevocable and subject to acceptance for sixty (60) days after the date for the opening of the bids.

Pinal reserves the right to accept or reject any and all bids, to accept or reject only part of a bid; to reject all non-responsive or non-responsible bids; to advertise for new bids; to waive any and all formalities in a bid not involving price, time or changes in the Scope of Work or to disregard all non-conforming, non-responsive, unbalanced or conditional bids when it is considered to be in the best interests of Pinal; to withhold the award for any reason deemed suitable by Pinal and to cancel this Invitation for Bids at any time before the award of the contract by the Board of Supervisors of Pinal County, Arizona. Pinal also reserves the right to disqualify Bids, before or after the time of opening, upon evidence of collusion with the intent to defraud or other illegal practices upon the part of Bidder.

Please note, all contracts with Pinal are subject to cancellation for conflict of interest without penalty or further obligation as provided by A.R.S. § 38-511.

DATED

5-21-12

A. J. Blaha

A. J. Blaha, P.E.

Director

Department of Public Works

(END OF SECTION)

MATERIAL AND CONSTRUCTION BID FORM

(RESPONSE TO INVITATION FOR BIDS)

Project Title: Pavement Preservation - FY '12-'13; County Wide

Project Nos.: 40136, 40137 and 40138

To: Pinal County Department of Public Works
31 N. Pinal St., Building "F" South Entrance
P. O. Box 727
Florence, AZ 85132

Bid of Cactus Transport, Inc, hereafter "Bidder."

BIDDER AFFIRMS that notice pursuant to this bid may be delivered to:

Individual name: Jeff Martinez
Company name: Cactus Transport, Inc
Address: 8211 W. Sherman ST
Tolleson, AZ 85353
Phone: 623-907-2800
Fax Phone: 623-907-2900

BIDDER AFFIRMS that it is:

- A corporation incorporated in the State of ARIZONA or
 A partnership consisting of Not a partnership or
 A sole proprietorship, doing business as not a sole proprietorship

BIDDER AFFIRMS that it holds the following licenses:

Arizona Commercial Contractor's License Classification(s) CLASS A - General Engineering
Arizona Commercial Contractor's License No. 194430
Arizona Sales Tax License No. 07-215741X
Other: (type of license) None
Federal Tax ID No. 86-0363424

BIDDER CERTIFIES that it has reviewed understands and does accept the obligations set forth in the Bid Documents, including the Addenda numbered 1 through 1 .

BIDDER CERTIFIES that the Invitation for Bids packet for the Project, including, but not limited to, plans, construction specifications, forms of contract, bonds and sureties which constitutes essential parts of this Bid, has been carefully examined.

BIDDER CERTIFIES that it has visited and made a detailed investigation of the Project Site(s) and surrounding area.

BIDDER CERTIFIES that it is familiar with conditions under which the Work is to be performed, including delivery routes; and any other conditions and all other relevant matters that may affect cost, progress and performance of the Work, and the required time for performing the Work; is fully familiar with the plans and specifications for the Project and has a clear and thorough understanding of the amount and nature of the Work and is basing this bid on its own observations.

BIDDER DECLARES that at no time shall misunderstanding of the plans, specifications, special provisions or conditions to be overcome, be pled.

BIDDER DECLARES any failure to fully investigate, inspect, take proper measurements and satisfy itself as to the Scope of Work for the Project shall NOT be grounds for additional compensation under this Contract.

BIDDER UNDERSTANDS that the quantities of Work in the Bid Schedule and/or Plans are approximate only; are to be used for the comparison of bids; and are subject to increase or decrease.

BIDDER HEREBY PROPOSES to perform all quantities of Work, as either increased or decreased, in accordance with the provisions of the Specifications, at the unit price(s) bid in the Bid Schedule(s). If there is a discrepancy between the aggregate sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, then the unit prices shall apply.

BIDDER SUBMITS in the attached Bid Schedule(s) its unit prices for which it proposes to perform each item of work. BIDDER ACKNOWLEDGES that it must extend the item amounts from the unit prices; and failure to do so may result in this Bid being rejected as irregular and non-responsive.

BIDDER UNDERSTANDS that no payment shall be made by Pinal County for unused materials, including, but not limited to Bidder's unused stockpiled materials.

BIDDER UNDERSTANDS and agrees that by entering into a contract with Pinal County it also agrees to enter into a contract with any municipality within Pinal County at the same bid prices and the same specifications as the contract with Pinal County. Bidder agrees to be bound by this provision during the time period the contract is in effect.

BIDDER UNDERSTANDS AND AGREES that this Bid includes all items on the Bid Schedule(s) and that the Bid Schedule(s) is/are part of the Bid form.

With that knowledge and commitment and guaranteed by the required Bid Security, Bidder offers and agrees to:

1. Hold open the bid for sixty (60) calendar days after the opening of bids and to accept the provisions of the Instructions to Bidders regarding disposition of Bid Security;
2. Within Ten (10) calendar days of a Notice of Award to the Bidder, to deliver to Pinal County a Labor and Material Bond, a Performance Bond, a Schedule of Performance, a Schedule of Values, Traffic Control Plan, and insurance certificates, all as required by the Bid/Contract Documents and to execute a contract for the Work; and
3. Upon acceptance of this offer by Pinal County, perform and complete the Scope of Work which includes the supply, delivery and application of material/construction performance, as described in the Invitation for Bids in a workmanlike manner and according to the required specifications and within the required time and furnish the necessary labor, tools, equipment, and services for such performance and completion, and to comply with all of the terms, conditions and provisions of the Bid/Contract Documents. Total Bid Price set forth below is based upon the aggregate amount set forth in the attached Bid Schedule.

Base Bid Price five hundred forty two thousand three hundred twenty seven dollars and fifty cent
 Dollars (\$ 542,327.50),

Alt A Bid Price one hundred seventy six thousand four hundred nineteen dollars
 Dollars (\$ 176,419.00),

Alt B Bid Price one hundred fifty eight thousand three hundred sixty eight dollars.
 Dollars (\$ 158,368.00),

Submitted by: Jake Dorniny
 Contractor (Name typed or printed)

Executed by: [Signature]
 Signature of Officer, Partner, or Proprietor

President
 Title (typed or printed)

Dated: 6-7-12 Corporate Seal (If a corporation)

(Individual Acknowledgement)
 STATE OF ARIZONA)
) ss
 COUNTY OF _____)

SUBSCRIBED AND SWORN to before me, the undersigned Notary Public, this _____ day of _____, 20____, by _____.

My Commission expires: _____ Notary Public

(Partnership/corporate Acknowledgement)

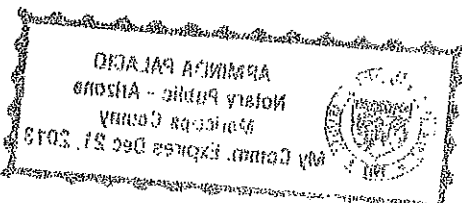
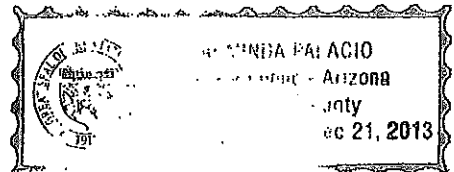
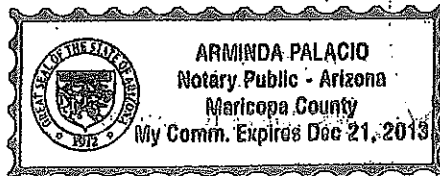
STATE OF ARIZONA)
) SS
COUNTY OF Maricopa)

SUBSCRIBED AND SWORN to before me, the undersigned Notary Public, this 7 day of June, 2012, by Jake Domin who acknowledged himself /herself to be President of Cactus Transport INC, a(n) ARIZONA partnership/corporation and being duly authorized to do so, executed the foregoing instrument on behalf of said entity.

My Commission expires: Dec 21, 2013

Arminda Palacio
Notary Public

(END OF SECTION)



"BID SCHEDULE"

PAVEMENT PRESERVATION FY '12-'13
COUNTY WIDE

Project Numbers 40136, 40137 and 40138

BASE BID

BIDDER'S NAME:

ITEM	DESCRIPTION	UNIT	EST QUANTITIES	UNIT PRICE	AMOUNT
1	AC15-5TR Liquid Asphalt or Approved Equal	Ton	339	\$790 ⁰⁰	\$267,810 ⁰⁰
2	HVT Cover Chips (Pre-Coated)	Ton	2,649	\$59.50	\$157,615.50
3	SS-1h Emulsified Asphalt	Ton	130	\$412 ⁰⁰	\$53,560 ⁰⁰
4	Traffic Control	LS	1	\$19,000 ⁰⁰	\$19,000 ⁰⁰
5	Pinal County Sheriffs Deputy	HR	132	\$45.00	\$5,940.00
6	Pavement Striping (6")	LF	290,400	\$0.13	\$37,752 ⁰⁰
7	Pavement Symbols	EA	26	\$25 ⁰⁰	\$650 ⁰⁰
Total Base Bid:					\$542,327.50

Additive Alternate Bid A

8	CRS-2p Emulsified Asphalt or Approved Equal	Ton	166	\$705 ⁰⁰	\$117,030 ⁰⁰
9	LVT Cover Chips (Non-Coated)	Ton	1,394	\$36 ⁰⁰	\$50,184 ⁰⁰
10	Traffic Control	LS	1	\$7000 ⁰⁰	\$7000 ⁰⁰
11	Brooming	HR	21	\$105 ⁰⁰	\$2205 ⁰⁰
Total Additive Alternate Bid A:					\$176,419 ⁰⁰

Additive Alternate Bid B

12	TRMSS Emulsified Asphalt or Approved Equal	Ton	139	\$800 ⁰⁰	\$111,200 ⁰⁰
13	PASS-QB Emulsified Asphalt or Approved Equal	Ton	48	\$691 ⁰⁰	\$33,168 ⁰⁰
14	Traffic Control	LS	1	\$14,000 ⁰⁰	\$14,000 ⁰⁰
Total Additive Alternate Bid B:					\$158,368 ⁰⁰

Base Total plus Additive Alternates A & B: \$877,114.50

Quantities appearing in the Bid Documents are approximate only and are to be used for the comparison of bids. Payment to Contractor shall be made only for the actual quantities of work performed and accepted and/or for materials furnished in accordance with the contract at the unit price(s) in the bid. Contractor shall verify actual quantities prior to construction and notify the Engineer of any deviation, either exceeding or under the Bid Price/Contract Price. No additional payment shall be paid to Contractor for additional quantities without a prior written change order approved by Pinal. Any additional payment paid to Contractor for additional quantities shall be based on the applicable unit price in the Bid. No payment shall be made for unused materials.

INSTRUCTIONS TO BIDDERS

Project Title: Pavement Preservation – FY '12-'13; County Wide

Project Nos.: 40136, 40137 and 40138

To be considered, Bids shall be made in accordance with these Instructions to Bidders.

1. Submission of Bids. Bids shall be received by Pinal County by the time and at the place indicated in the Invitation for Bids and shall be enclosed in an opaque sealed envelope, marked with the Project Title, Project Number, and name and address of the Bidder; and be accompanied by the Bid Security and other required documents. Bids sent through the mail or by other delivery system shall be enclosed within a separate envelope with the notation on its face as follows:

Sealed Bids for Roadway Construction: Pavement Preservation – FY '12-'13; County Wide, Project Nos. 40136, 40137 and 40138, Pinal County Arizona with the date and time of closing stated thereon and addressed to the Pinal County Development Services Department of Public Works, Pinal County, Arizona.

2. Description of Work. As set forth under Scope of Work ("Work") in the Invitation for Bids.
3. Procurement of Bid Documents.
 - 3.1 Copies of the Bid Documents may be obtained as set forth in the Invitation for Bids. The purpose of providing copies of Bid Documents is for obtaining bids on the Work and does not confer a license or grant for any other use.
 - 3.2 Complete sets of Bid Documents shall be used in preparing bids. Neither Pinal County nor the Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents. Bidder shall take careful note of all Addenda issued for this Project.
 - 3.3 It shall be the responsibility of the bidder to determine, prior to the submittal of its bid, if any addenda have been issued for this Project. All addenda issued, if not already bound in the Invitation for Bid packet, shall be submitted by bidder with the bid and noted on the bid form by the Bidder. Bids which do not have all issued addenda attached and/or noted on the bid form by the Bidder, shall be rejected by Pinal County. Bidder may call Pinal County Department of Public Works in order to ascertain if addenda have been issued for this project.
4. Bidder's Obligation to Examine Bid Documents and Investigate Prevailing Conditions. A Bidder has the obligation to be aware of the prevailing conditions before submitting a bid and is obligated to consider those conditions in fixing its Bid Price. The failure or omission of any Bidder to receive or examine the Bid Documents or to investigate prevailing conditions shall in no way relieve any Bidder from any obligation with respect to its bid. No term, matter or condition that the Bidder could have discovered through an exercise of reasonable diligence shall constitute a basis for an allowance from or extra payment by Pinal. Before submitting a Bid, each Bidder shall:

- 4.1 Consider federal, state and local laws, regulations and ordinances that may affect cost, progress, or performance of the Work,
- 4.2 Notify Pinal in writing of any conflict, error, inadequacy or discrepancy in the Bid Documents and request resolution or clarification thereof.
- 4.3 Verify Bidder has received and considered any and all Addenda issued by Pinal County.
- 4.4 Agree that submission of a Bid shall constitute an incontrovertible representation by Bidder that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work, that Bidder has complied with every obligation imposed on Bidder in these Bid Documents and that without exception the bid is based on performing the Work in accordance with the standards and specifications set forth in the Bid Documents and on such timetable as may be required by the Bid Documents, in exchange for the Bid Price without need or cause for delay or additional compensation arising from any matter that could have or should have been discovered by Bidder in the fulfillment of the obligations imposed herein.
- 4.5 Check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after due time and date.
- 4.6 Examine thoroughly and familiarize itself with the Bid Documents (see definition under General Provisions and Specifications).
- 4.7 Become familiar with conditions under which the Work is to be performed, including but not limited to access, transportation/delivery routes, and traffic control, if applicable, weather conditions, and any other conditions and all other relevant matters that may affect cost, progress, performance of the Work and the required time for performing the Work.
- 4.8 At their own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions that may affect cost, progress, performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 4.9 Visit the site to become familiar with conditions under which the Work is to be performed concerning the site work; structure of the ground, obstructions which may be encountered, transportation access, drainage conditions, adjacent buildings, any other visible condition and all other relevant matters that may affect cost, progress, performance or furnishing of the Work.
- 4.10 Study and carefully correlate Bidder's observations with the Bid Documents. Any quantities shown by Engineer in these bid Documents are estimates only and it is the Bidder's responsibility to determine the quantities needed for the Work described in the Bid Documents and for determining the Bid Price. Pinal shall not be responsible for any mistake or error made by Bidder nor shall any mistake or error constitutes a basis for an allowance from or extra payment by Pinal.
- 4.11 At bidder's sole expense, provide any staging, storage, temporary construction facilities, and access thereto.

5. Preparation and Submittal of Bid

- 5.1 Each Bidder shall submit the following: Material and Construction Bid Form (B 1-4), Bid Schedule (BS 1), Certificate of Intentions Concerning Subcontracting (SUB 1), Affidavit of Suspension and/or Debarment (ASD 1-2), Contractor Immigration Certification (CIC 1-2), Cooperative Agreement (COA 1), and Noncollusion Affidavit (NC 1-2), signed and notarized Contract Agreement Forms (CA 1-4), accompanied by all Addenda issued by Pinal prior to receipt of bids; bid security; and bidder's contractor license numbers and subcontractors' contractor license numbers, where applicable. All Addenda issued by Pinal shall be noted on the bid form by the Bidder.
- 5.2 The Bidder's name shall be entered on the cover page and the required information, price and signature entered where specified on the Bid form. It is permissible to copy these forms as required. Facsimile bids, telegraphic bids or mailgrams shall not be considered.
- 5.3 The Bid form shall bear an original ink signature by the person authorized to sign.
- 5.4 Erasures, interlineations or other modifications in the bid shall be initialed in original ink by the authorized person signing the Bid form.
- 5.5 Responding with a signed Bid shall constitute an irrevocable offer to perform the specified Work according to the provisions and specifications set forth in the Bid Documents.
- 5.6 All blanks on the Bid form shall be completed in ink or be typed.
- 5.7 A bid made by an individual shall be signed with the Bidder's full name and be notarized.
- 5.8 A bid by a corporation shall be executed in the corporate name by the president, vice-president, or other officer who presents competent evidence of authority to sign, and shall also have the corporate seal affixed and be attested to by the secretary of the corporation or a notary.
- 5.9 A bid by a partnership shall be executed in the partnership name and signed by a general partner whose title shall appear under the signature, and said signature shall be notarized.
- 5.10 The name of every signer shall be typed or legibly printed below the signature.
- 5.11 The completed Bid form shall contain an acknowledgment of receipt of all Addenda, the number of which shall be filled in on the Bid form.
- 5.12 The address and telephone number for notice to the Bidder/Contractor shall be completed on the Bid form.
- 5.13 An Arizona commercial contractor's license number and the corresponding license classification, by which the Bidder warrants that the Bidder is legally qualified to perform the work.
- 5.14 Arizona sales tax license number, if any.

6. Calculation of Bid Price.

6.1 The bid shall be based upon the Scope of Work to be performed in strict conformity with the specifications and plans for said Scope of Work. Reference is made to said specifications and plans for full particulars and descriptions of the Scope of Work. Copies of the specifications and plans may be obtained as set forth in the Invitation for Bids.

6.2 The successful bidder is responsible and liable for the payment of all applicable taxes, fees and permit costs.

6.3 Quantities appearing in the Bid Documents are approximate only and are to be used for the comparison of bids. Payment to Contractor shall be made only for the actual quantities of work performed and accepted and/or for materials furnished in accordance with the contract at the unit price in the Bid. Contractor shall verify actual quantities prior to construction and notify the Engineer of any deviation, either exceeding or under the Bid Price/Contract Price. No additional payment shall be paid to Contractor for additional quantities without a prior written change order approved by Pinal. Any additional payment paid to Contractor for additional quantities shall be based on the applicable unit price in the Bid.

7. Interpretations and Addenda. All questions concerning the Bid Documents, including requests for "or equal" approvals, are to be submitted as instructed in the Invitation For Bids. Clarifications considered necessary by Pinal in response to such questions shall be issued by Addenda. Any Addenda shall be made available at the same location where the Invitation for Bids was issued. As a courtesy only, Pinal may mail, fax or deliver copies of such Addenda to parties recorded by Pinal as having requested and received the Invitation for Bids packet. Only factual questions answered by formal written Addenda shall be binding. Any non factual interpretation of the Bid/Contract Documents shall be without legal effect. As stated in paragraph 3.3 hereinabove, it shall be the responsibility of the Bidder to ascertain the existence of Addenda and the content of each.

8. Bid Security

8.1 Each Bid shall be accompanied by Bid Security as set forth in the Invitation For Bids. Bid Security is submitted as a guarantee that the bidder, if awarded the Contract, shall enter into a Contract to perform the Work in accordance with the plans and specifications and shall promptly provide contract security in the manner and form required in the Bid Documents. Failure to strictly comply with these provisions shall result in the bid security being retained by Pinal as liquidated damages. No bid shall be considered unless it is accompanied by the required Bid Security.

8.2 The Bid Security of the successful bidder shall be retained until such bidder has furnished the bonds required by A.R.S. § 34-222, as amended, insurance certificates, insurance policy endorsements of additional insured and any other documents required in the Bid/Contract Documents. If, within ten (10) calendar days from the issuance of the Notice of Award of the contract the successful Bidder fails to deliver all the required documents and fails to execute the instrument entitled "Contract," the Bid Security of that Bidder shall be retained by Pinal as liquidated damages.

8.3 The Bid Security of unsuccessful Bidders whom Pinal believes to have a reasonable chance

of receiving the award if the successful Bidder fails to provide the necessary documentation to Pinal and enter into a contract with Pinal, may be retained by Pinal until the earlier of the day after the signing of the Contract instrument by the Pinal County Board of Supervisors or the sixty-first day after the bid opening, whereupon the Bid Security shall be returned to such Bidders.

The Bid Security of the three lowest Bidders may be retained until the Notice of Award has been issued and a contract has been finalized.

- 8.4 As a courtesy, Bid Security may be returned to noncompetitive Bidders not sooner than seven days after the bid opening. Compliance with the provisions herewith shall be determined in all cases by the Director of the Pinal County Public Works Department and said Director's determination shall be final.

9. Certification of Intentions Concerning Subcontracting.

9.1 Each Bidder shall fill out, sign, date and submit with its bid, the Certification of Intention Concerning Subcontracting form provided in the Invitation for bids packet. Bidder shall list the name and address of each subcontractor, supplier and/or sub-suppliers who shall render work or services or provide material, equipment or tools to the Bidder/Contractor and the portion of work or services to be performed and materials, equipment or tools to be supplied on this Project. Failure to list subcontractors, suppliers, sub-supplier's or manufacturers whose work, services, material, equipment or tools total more than fifteen percent (15%) of the Bid Price shall constitute a non-responsive bid and result in rejection.

9.2 No Bidder shall be required to employ any subcontractor, supplier, subsupplier or other person or organization against whom the Bidder has reasonable objection.

9.3 Prior to payment to Contractor of final retention of compensation and release of Labor and Material Bond (Payment Bond) by Pinal, Contractor shall fulfill the requirements set forth in the General Provisions in paragraph 30 entitled "Liens."

9.4 At the time of bid submittal, bidder shall be appropriately licensed as a contractor in the State of Arizona for performing the Scope of Work and bidder's subcontractors shall be appropriately licensed in the State of Arizona for performing their share of the Scope of Work.

10. Noncollusion Affidavit. Each Bidder shall complete the Noncollusion Affidavit form provided in the Invitation for Bids packet. In front of a notary public, said form shall be executed by or on behalf of the person, firm association or corporation submitting the bid, certifying under penalty of perjury, that such person, firm, association or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken action in restraint of free competitive bidding in connection with the submitted bid. Failure on the part of any Bidder to observe these provisions shall result in disqualification.

11. Pre-Opening Modification or Withdrawal of Bids. A bidder may modify or withdraw its bid at anytime prior to the closing date and time set for the receipt of bids. A bid may be withdrawn or modified by presenting a written withdrawal or written modification clearly identifying the Bidder and the Project Number at the location designated for receipt of bids in the Invitation to Bid. No telephone, telegraphic or facsimile transmission of modification or withdrawal shall be

accepted.

12. Late Bids, Late Modifications, Late Withdrawals. Late bids, modifications and withdrawals shall not be considered. A bid, modification or withdrawal is late if it is received at the location designated in the Invitation for Bids for receipt of bids after the closing date and time set for receipt of bids.
13. Mistakes in Bids After Bid Opening. After bid opening, the Director of the Public Works Department may permit a bidder to withdraw a bid without penalty if:
 - 13.1 A mistake is clearly evident on the face of the bid but the intended correct bid is not similarly evident; or
 - 13.2 The bidder establishes by clear and convincing evidence that a mistake was made.
 - 13.3 Mistakes shall not be corrected after award of the contract.
14. Opening of Bids.
 - 14.1 Bids shall be opened, and unless obviously unresponsive, the Bidder's name and the corresponding bid amount shall be read aloud publicly. A synopsis of the bid results shall be made available within a reasonable time after the opening.
 - 14.2 Periods of time, stated as number of days, shall be calendar days, unless specifically stated otherwise.
15. Bids to Remain Irrevocable Subject to Acceptance. All bids shall remain irrevocable and subject to acceptance for sixty (60) days after the date of the bid opening.
16. Award of Contract. The Contract shall be awarded and Notice of Award issued to the lowest responsible, responsive Bidder complying with these instructions as of the date and time set for opening of the bids, provided the bid is reasonable and acceptance is in the best interest of Pinal. The Board of Supervisors shall not sign a contract until the successful Bidder has furnished the necessary surety bonds and insurance documents as required in the Bid/Contract Documents in the manner and form required in said documents. Failure to provide the necessary surety bonds and insurance documents in the required manner and form, permits Pinal to award the contract to the next lowest responsible, responsive Bidder, subject to the same requirements, but does not obligate Pinal to make such an award. Neither the issuance of the Notice of Award nor any submission by the bidder in response thereto obligates Pinal to enter into a contract for the work.
17. Reservation of Rights by Pinal. As set forth in the Invitation for Bids.

(END OF SECTION)

MATERIAL AND CONSTRUCTION BID FORM

(RESPONSE TO INVITATION FOR BIDS)

Project Title: Pavement Preservation - FY '12-'13; County Wide

Project Nos.: 40136, 40137 and 40138

To: Pinal County Department of Public Works
31 N. Pinal St., Building "F" South Entrance
P. O. Box 727
Florence, AZ 85132

Bid of Cactus Transport, Inc, hereafter "Bidder."

BIDDER AFFIRMS that notice pursuant to this bid may be delivered to:

Individual name: Jeff Martinez
Company name: Cactus Transport, Inc
Address: 8211 W. Sherman St
Tolleson, AZ 85353
Phone: 623-907-2800
Fax Phone: 623-907-2900

BIDDER AFFIRMS that it is:

A corporation incorporated in the State of ARIZONA or
 A partnership consisting of Not a partnership or
 A sole proprietorship, doing business as not a sole proprietorship

BIDDER AFFIRMS that it holds the following licenses:

Arizona Commercial Contractor's License Classification(s) Class A - General Engineering
Arizona Commercial Contractor's License No. 194430
Arizona Sales Tax License No. 07-215741X
Other: (type of license) None
Federal Tax ID No. 86-0363424

BIDDER CERTIFIES that it has reviewed understands and does accept the obligations set forth in the Bid Documents, including the Addenda numbered 1 through 1 .

BIDDER CERTIFIES that the Invitation for Bids packet for the Project, including, but not limited to, plans, construction specifications, forms of contract, bonds and sureties which constitutes essential parts of this Bid, has been carefully examined.

BIDDER CERTIFIES that it has visited and made a detailed investigation of the Project Site(s) and surrounding area.

BIDDER CERTIFIES that it is familiar with conditions under which the Work is to be performed, including delivery routes; and any other conditions and all other relevant matters that may affect cost, progress and performance of the Work, and the required time for performing the Work; is fully familiar with the plans and specifications for the Project and has a clear and thorough understanding of the amount and nature of the Work and is basing this bid on its own observations.

BIDDER DECLARES that at no time shall misunderstanding of the plans, specifications, special provisions or conditions to be overcome, be pled.

BIDDER DECLARES any failure to fully investigate, inspect, take proper measurements and satisfy itself as to the Scope of Work for the Project shall NOT be grounds for additional compensation under this Contract.

BIDDER UNDERSTANDS that the quantities of Work in the Bid Schedule and/or Plans are approximate only; are to be used for the comparison of bids; and are subject to increase or decrease.

BIDDER HEREBY PROPOSES to perform all quantities of Work, as either increased or decreased, in accordance with the provisions of the Specifications, at the unit price(s) bid in the Bid Schedule(s). If there is a discrepancy between the aggregate sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, then the unit prices shall apply.

BIDDER SUBMITS in the attached Bid Schedule(s) its unit prices for which it proposes to perform each item of work. BIDDER ACKNOWLEDGES that it must extend the item amounts from the unit prices; and failure to do so may result in this Bid being rejected as irregular and non-responsive.

BIDDER UNDERSTANDS that no payment shall be made by Pinal County for unused materials, including, but not limited to Bidder's unused stockpiled materials.

BIDDER UNDERSTANDS and agrees that by entering into a contract with Pinal County it also agrees to enter into a contract with any municipality within Pinal County at the same bid prices and the same specifications as the contract with Pinal County. Bidder agrees to be bound by this provision during the time period the contract is in effect.

BIDDER UNDERSTANDS AND AGREES that this Bid includes all items on the Bid Schedule(s) and that the Bid Schedule(s) is/are part of the Bid form.

With that knowledge and commitment and guaranteed by the required Bid Security, Bidder offers and agrees to:

1. Hold open the bid for sixty (60) calendar days after the opening of bids and to accept the provisions of the Instructions to Bidders regarding disposition of Bid Security;
2. Within Ten (10) calendar days of a Notice of Award to the Bidder, to deliver to Pinal County a Labor and Material Bond, a Performance Bond, a Schedule of Performance, a Schedule of Values, Traffic Control Plan, and insurance certificates, all as required by the Bid/Contract Documents and to execute a contract for the Work; and
3. Upon acceptance of this offer by Pinal County, perform and complete the Scope of Work which includes the supply, delivery and application of material/construction performance, as described in the Invitation for Bids in a workmanlike manner and according to the required specifications and within the required time and furnish the necessary labor, tools, equipment, and services for such performance and completion, and to comply with all of the terms, conditions and provisions of the Bid/Contract Documents. Total Bid Price set forth below is based upon the aggregate amount set forth in the attached Bid Schedule.

Base Bid Price five hundred forty two thousand three hundred twenty seven dollars and fifty cent.
 Dollars (\$ 542,327.50),

Alt A Bid Price one hundred seventy six thousand four hundred nineteen dollars
 Dollars (\$ 176,419.00),

Alt B Bid Price one hundred fifty eight thousand three hundred sixty eight dollars.
 Dollars (\$ 158,368.00),

Submitted by: Jake Dominici
 Contractor (Name typed or printed)

Executed by: [Signature]
 Signature of Officer, Partner, or Proprietor

President
 Title (typed or printed)

Dated: 6-7-12 Corporate Seal (If a corporation)

(Individual Acknowledgement)
 STATE OF ARIZONA)
) ss
 COUNTY OF _____)

SUBSCRIBED AND SWORN to before me, the undersigned Notary Public, this _____ day of _____, 20____, by _____.

My Commission expires: _____ Notary Public

"BID SCHEDULE"

PAVEMENT PRESERVATION FY '12-'13
COUNTY WIDE
Project Numbers 40136, 40137 and 40138

BASE BID

BIDDER'S NAME:

ITEM	DESCRIPTION	UNIT	EST QUANTITIES	UNIT PRICE	AMOUNT
1	AC15-5TR Liquid Asphalt or Approved Equal	Ton	339	\$790 ⁰⁰	\$267,810 ⁰⁰
2	HVT Cover Chips (Pre-Coated)	Ton	2,649	\$59.50	\$157,615.50
3	SS-1h Emulsified Asphalt	Ton	130	\$412 ⁰⁰	\$53,560 ⁰⁰
4	Traffic Control	LS	1	\$19,000 ⁰⁰	\$19,000 ⁰⁰
5	Pinal County Sheriffs Deputy	HR	132	\$45.00	\$5,940.00
6	Pavement Striping (6")	LF	290,400	\$0.13	\$37,752 ⁰⁰
7	Pavement Symbols	EA	26	\$25 ⁰⁰	\$650 ⁰⁰
Total Base Bid:					\$542,327.50

Additive Alternate Bid A

8	CRS-2p Emulsified Asphalt or Approved Equal	Ton	166	\$705 ⁰⁰	\$117,030 ⁰⁰
9	LVT Cover Chips (Non-Coated)	Ton	1,394	\$36 ⁰⁰	\$50,184 ⁰⁰
10	Traffic Control	LS	1	\$7000 ⁰⁰	\$7000 ⁰⁰
11	Brooming	HR	21	\$105 ⁰⁰	\$2205 ⁰⁰
Total Additive Alternate Bid A:					\$176,419 ⁰⁰

Additive Alternate Bid B

12	TRMSS Emulsified Asphalt or Approved Equal	Ton	139	\$800 ⁰⁰	\$111,200 ⁰⁰
13	PASS-QB Emulsified Asphalt or Approved Equal	Ton	48	\$691 ⁰⁰	\$33,168 ⁰⁰
14	Traffic Control	LS	1	\$14,000 ⁰⁰	\$14,000 ⁰⁰
Total Additive Alternate Bid B:					\$158,368 ⁰⁰

Base Total plus Additive Alternates A & B:

\$877,114.50

Quantities appearing in the Bid Documents are approximate only and are to be used for the comparison of bids. Payment to Contractor shall be made only for the actual quantities of work performed and accepted and/or for materials furnished in accordance with the contract at the unit price(s) in the bid. Contractor shall verify actual quantities prior to construction and notify the Engineer of any deviation, either exceeding or under the Bid Price/Contract Price. No additional payment shall be paid to Contractor for additional quantities without a prior written change order approved by Pinal. Any additional payment paid to Contractor for additional quantities shall be based on the applicable unit price in the Bid. No payment shall be made for unused materials.

GENERAL PROVISIONS

Project Title: Pavement Preservation – FY '12-'13; County Wide

Project Nos.: 40136, 40137 and 40138

1. Definitions. For this Contract certain words, phrases and terms shall have special meaning as defined herein. Furthermore, words used in the present tense shall include the future; words used in the singular shall include the plural; words in the plural shall include the singular; and words in the neutral or masculine gender are inclusive and do not in any way connote a specific gender.
 - 1.01 Bid Documents: The whole of the Invitation for Bids packet, which consists of all the documents listed in the index of said bid packet and all Addenda thereto.
 - 1.02 Bid Price: Total amount quoted by bidder for performing the Scope of Work described in the Bid Documents for Project Nos. 40136, 40137 and 40138.
 - 1.03 Bid Form: The approved County form on which the bidder affixes an authorized signature certifying that the bidder has carefully reviewed the Scope of Work and is willing to perform said Scope of Work and furnish all labor, equipment and materials necessary to complete said Work for an amount not to exceed the bid price quoted.
 - 1.04 Bid Security: A cashier's check, certified check, or surety bond written by a surety holding a certificate of authority to transact surety business in Arizona, in the amount of ten percent (10%) of the total bid price to guarantee the bidder will enter into the Contract if the bid is accepted and which is the agreed amount of liquidated damages in case of failure to enter into Contract or provide contract security.
 - 1.05 Bidder: An individual, partnership, firm, corporation, or any acceptable combination thereof, or joint venture responding to an Invitation for Bids by submitting a signed Bid.
 - 1.06 Board: Pinal County Board of Supervisors.
 - 1.07 Calendar Days: A period of time meaning consecutive days including Saturdays, Sundays and holidays.
 - 1.08 Change Order: Amendment of the Contract, Contract Documents or both, which is not effective until after approval by the Contractor and the Pinal County Board of Supervisors. Approval by the Board of Supervisors shall be in accordance with the provisions of paragraph 4 of the General Provisions of this contract. These changes include but are not limited to adding additional streets or roadway segments to the Scope of Work.
 - 1.09 Channel: A natural or artificial watercourse.
 - 1.10 Contract Administrator: Director of the Pinal County Department of Public Works, who reviews and approves recommendations for all contracts, change orders and pay estimates to the Board of Supervisors.
 - 1.11 Contract Bonds/Contract Security (Performance Bond and Labor and Material Payment

Bond): The approved forms of security, furnished by the successful bidder/contractor the Contractor's surety or sureties, guaranteeing the full and complete performance of the contract and all supplemental agreements pertaining thereto and the payment of all legal debts including the payment of all taxes pertaining to the Scope of Work.

- 1.12 Contract/Contract Documents: The written instrument between Pinal and the Contractor entitled "Contract Agreement" and the Bid Documents, as defined above, constitute the entire Contract/Contract Documents after (a) award of the Contract; (b) the successful bidder has furnished the required security and insurance and executed the Contract Agreement; (c) Pinal has accepted and approved the security; and (d) execution of the Contract Agreement by Pinal.
- 1.13 Contract Time: The number of calendar days allowed for completion of the Contract, including authorized time extensions. If a specified completion date is shown in lieu of the number of working or calendar days, the contract time expires on that date and the Contract shall be completed on or before that date or the date of any authorized extension.
- 1.14 Contractor: A bidder in whose favor the Pinal County Board of Supervisors has awarded the Contract and who has provided the necessary Contract security met the required insurance requirements and entered into a contract agreement with Pinal.
- 1.15 County Engineer or Engineer: The Pinal County Engineer, acting by and under the authority of the laws of the State of Arizona, or the County Engineer's designee acting under the County Engineer's supervision, on behalf of the Pinal County Board of Supervisors.
- 1.16 Culvert: Any structure not classified as a bridge which provides an opening under the roadway.
- 1.17 Days: Calendar days (see above).
- 1.18 Department: The Pinal County Department of Public Works.
- 1.19 Director: The Pinal County Director of Public Works, acting in the official capacity as said Director.
- 1.20 Equipment: All machinery and equipment, together with the necessary supplies for upkeep and maintenance and also tools and apparatus necessary for acceptable completion of the Scope of Work.
- 1.21 Holidays: The legal holidays as defined in the latest revisions at the time of bidding, of the Arizona Revised Statutes, Title 1, Chapter 3, § 1-301.
- 1.22 Laboratory: A testing laboratory that has been approved by Pinal to perform testing and that has been determined by Pinal to be free from any conflict of interest.
- 1.23 Labor and Material Payment Bond: A payment bond furnished by Contractor and Contractor's surety or sureties for the full amount of the Bid Price to guarantee payment to laborers and material suppliers.

- 1.24 **Materials:** Any substances specified for use in the construction of the Project.
- 1.25 **Material Supplier:** One who fabricates, or processes an item off the Project Site, and who may or may not deliver this to the Project Site. For purposes of this definition, a supplier shall not include one who establishes a fabricating process or facility expressly for use of the Project, whether on or off the Project Site; or one who performs work on the Project Site that is incorporated into the Project.
- 1.26 **Notice of Award:** Written notice to the successful bidder notifying that the bid has been accepted by the Pinal County Board of Supervisors.
- 1.28 **Performance Bond:** A bond in the full amount of the total Bid Price furnished by Contractor and Contractor's surety or sureties to protect Pinal by conditioning release of the bond sum upon Contractor's full and complete performance of the Contract and all supplemental agreements thereto.
- 1.29 **Plans:** The project plans, standard drawings, working drawings and supplemental drawings, or reproductions thereof, approved by the Engineer, which show the location, character, dimensions and details of the Work to be performed. All such documents are to be considered as a part of the plans whether or not they are reproduced in the Invitation for Bid packet.
- 1.30 **Progress Payment:** Monthly draw against the contract price based on work completed and determined by the Schedule of Values and approved by the Engineer.
- 1.31 **Project Plans:** Specific details and dimensions peculiar to the Work which are Supplemented by the Standard Drawings insofar as they may apply.
- 1.32 **Purchase Order:** A document which specifies, identifies and/or describes an item, service or supply delivery and/or transportation purchased by Pinal and includes a written note from Pinal to any contractor or vendor of the start date and the Scope of Work.
- 1.33 **Quality Assurance Inspector/QA Inspectors:** The Engineer's authorized representative assigned to make detailed inspections of contract performance.
- 1.34 **Repetition of Expressions:** In order to avoid cumbersome and needless repetition, such phrases as "to the Engineer" and "by the Engineer" shall be understood to mean that when an order, instruction, decision, exercise of judgment or other similar action is indicated, such order, instruction, decision, exercise of judgment or other similar action shall be issued, given, made by or reserved to the County Engineer.
- 1.35 **Schedule of Performance:** A timetable prepared by a bidder given a Notice of Award, to commence running upon Pinal's issuance of a Notice to Proceed, defining the Bidder's projection of significant milestones in the course of the performance of the Contract, as well as the number of days elapsed from the issuance of the Notice to Proceed to each such milestone.
- 1.36 **Schedule of Values:** Prices set by the Contractor for specified divisions of the Work. These prices shall be used to arrive at the amounts due under this contract on the progress payments. They shall include everything for that particular quantity of work which the

Contractor expects to be paid, e.g. labor, material, overhead, profit, equipment costs or rental, transportation.

- 1.37 Special Detour: A detour, which requires the construction of a paved surface and generally does not include any portion of a route utilizing an existing roadway.
 - 1.38 Shop Drawings: Drawings approved for repetitive use, showing details to be used where appropriate.
 - 1.39 Specifications: The compilation of provisions and requirements for the performance of the prescribed Scope of Work, which include general, special and technical specifications.
 - 1.40 Subcontractor: An individual, partnership, firm or corporation or any acceptable combination thereof, or joint venture, which performs any of the prescribed Scope of Work, directly or indirectly for or on behalf of Contractor whether or not in privity of contract with Contractor.
 - 1.41 Superintendent: Contractor's authorized representative in responsible charge of the Work.
 - 1.42 Surety: The corporate body bound with and for Contractor, for the full and complete performance of the Contract and for payment of all debts pertaining to the Work.
 - 1.43 Working Day: A calendar day, exclusive of Saturdays, Sundays and County-recognized holidays, on which weather and other conditions not under the control of Contractor shall permit Contractor's operation to proceed for the major part of the day with the normal working force engaged in performing the controlling item or items of work which would be in progress at that time.
 - 1.44 Working and Supplemental Drawings: Supplemental design sheets, shop drawings or similar data which Contractor is required to submit to Pinal.
2. No Waiver of Legal Rights. Partial or final acceptance of the Work under this Contract shall not preclude or prohibit Pinal from correcting any measurement, estimate or certificate made before or after completion of the Work, nor shall Pinal be precluded or prohibited from recovering from Contractor or its surety, or both, such overpayment as it may sustain, or by failure on the part of Contractor to fulfill its obligations under the Contract. A waiver on the part of Pinal of any breach of any part of the Contract shall not be held to be a waiver of any other or subsequent breach.
 3. Latent Defects, Fraud, Gross Mistakes. Contractor, without prejudice to the terms of the Contract, shall be liable to Pinal for latent defects, fraud or such gross mistakes as may amount to fraud, or as regards to Pinal's rights under any warranty or guarantee.
 4. Change Orders. Pinal may, at any time, by written order and without notice to sureties make or direct changes (revisions, additions or deletions) within the general scope of the Contract in the Work to be performed. Written change orders from Contractor shall be submitted with written justification and estimates to Pinal County Department of Public Works. Written change orders require formal approval by the Pinal County Board of Supervisors prior to any change in Work under the Contract.

5. Delays and Extensions. Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances during the progress of this Contract. Such delays or hindrances, if any, may be covered by an extension of time for such reasonable period as may be mutually agreed upon between the parties hereto. It is agreed and understood, however, that permission to proceed with the Contract after the established completion date shall not be construed as a waiver by Pinal of any of its rights herein.
6. Disputes. For resolving questions of fact not disposed of by agreements between the parties to this Contract, the final determination shall be made by Pinal.
7. Contract Bonds. Contractor shall execute a Labor and Material Payment Bond, if subcontractors are to provide labor and materials, and shall execute a Performance Bond, each in an amount at least equal to one hundred percent (100%) of the full Contract Price. Such bonds shall be issued by a surety company or surety companies, acceptable to Pinal and duly authorized to do business in the State of Arizona, and shall be payable to Pinal County. The Attorney-in-Fact who executes the bonds on behalf of surety shall affix thereto a certified and current copy of the Attorney in Fact's Power of Attorney. Only those forms of Performance and Payment Bonds that conform with Title 34, Chapter 2, Article 2 of the Arizona Revised Statutes shall be used. Bonds from individual sureties are not acceptable. The bonds shall serve as security for the faithful performance of the Contract, including maintenance provisions, and for the payment of all persons performing labor and furnishing materials in connection with the Contract. The premiums on the bonds shall be paid by Contractor. If, at any time, Pinal shall become dissatisfied with any surety or sureties then upon the bonds, or if for any other reason such bonds shall cease to be adequate security for Pinal, Contractor shall, within five (5) calendar days after notice from the Engineer so to do, substitute acceptable bonds in such form and sum and signed by such other sureties as may be satisfactory to Pinal. The premiums on such bonds shall be paid by Contractor. Pinal may withhold the premiums due on such bonds from compensation due Contractor.
8. Independent Contractor. All Work performed under this Contract is being performed by Contractor as an independent contractor and not as an employee or agent of Pinal. This Contract does not constitute, create, or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind or create an employer/employee relationship between Pinal and Contractor, Contractor's employees, subcontractors, subcontractors' employees or any person supplied by Contractor in the performance of Contractor's obligations under this Contract and does not entitle said persons to rights or benefits from Pinal normally associated with an employment relationship, such as, but not limited to, civil service, retirement, personnel rules which accrue to such persons, health insurance, motor vehicle insurance, life insurance, workers' compensation, sick leave or any other fringe benefits. Contractor and subcontractors shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons and shall indemnify, hold harmless and defend Pinal with respect thereto, including payment of reasonable attorney's fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state laws. Such indemnity shall be required by Contractor from its subcontractors on behalf of Pinal.
9. Insurance. Without limiting any of Contractor's obligations or liabilities, Contractor, at Contractor's own expense, shall purchase and maintain the minimum insurance coverage listed below with responsible insurance carriers duly licensed to do business within the State of

Arizona and satisfactory to Pinal and with policies and forms satisfactory to Pinal.

- 9.1 Workers' Compensation Insurance, or participation in the State of Arizona State Compensation Fund to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of the Work under this Contract; and Employer's Liability insurance of not less than One Hundred Thousand Dollars (\$100,000.00) for each accident, One Hundred Thousand Dollars (\$100,000.00) disease for each employee, and Five Hundred Thousand Dollars (\$500,000.00) disease policy limit.
- 9.2 Commercial General Liability Insurance with a limit of not less than Two Million Dollars (\$2,000,000.00) for each occurrence with a Two Million Dollars (\$2,000,000.00) Products and Completed Operations Aggregate and with a Two Million Dollars (\$2,000,000.00) General Aggregate Limit. The policy shall include coverage for bodily injury, death, broad form property damage, personal injury, products/completed operations and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract. Further, the policy shall include coverage for the hazards commonly referred to as XCU (explosion, collapse and underground).
- Such policy shall contain a severability of interests provision; and shall not contain a sunset provision or commutation clause, nor any provision which would serve to eliminate or limit third party action over claims.
- The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20370704 and shall include coverage for Contractor's operations and products and completed operations:
- 9.3 Commercial/Business Automobile Liability Insurance with a combined single limit for bodily injury and property damages of not less than One Million Dollars (\$1,000,000.00), each occurrence with respect to Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of Contractor's work.
- 9.4 Umbrella/Excess Liability insurance with a limit of not less than One Million Dollars (\$1,000,000.00) per occurrence combined limit Bodily Injury and Property Damage, that "follows form" and applies in excess of the Commercial General Liability, Commercial/Business Automobile Liability and Employer's Liability, as required above.
- 9.5 At the time the successful bidder submits certificate of insurance, labor/material and performance bonds the successful bidder shall also submit, the name of the company representative responsible for all construction claims, including claims for property damage and damage to vehicles caused by construction or materials.
- 9.6 All claims for damages including damages to vehicles shall be responded to by Contractor within fifteen (15) days of submission of the claim. Contractor's failure to respond to claims within fifteen (15) days may be considered a material breach of the contract documents.

Additional Insured. The insurance coverage, except Workers' Compensation, required by this contract, shall name Pinal County, its agents, representatives, directors, officials,

employees and officers as Additional Insureds and shall specify that said insurance shall be primary insurance and that any insurance coverage carried by Pinal, its agents, representatives, directors, officials, employees and officers shall be excess coverage, and not contributory coverage to that provided by the Contractor.

Claims Made. In the event any insurance policy required by the Contract is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and be evidenced by annual Certificates of Insurance.

Coverage Term. All insurance required herein shall be maintained in full force and effect until all Work required to be performed under the terms of the Contract is satisfactorily completed and formally accepted.

Material Breach. Failure on the part of Contractor to produce or maintain required insurance in full force and effect until all Work required to be performed under the terms of the Contract is satisfactorily completed and formally accepted shall constitute a material breach of Contract upon which Pinal may immediately terminate the Contract or, at its discretion, purchase or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by Pinal shall be repaid by Contractor to Pinal upon demand, or Pinal may offset the cost of the premiums against any monies due to Contractor from Pinal.

Primary Coverage. Contractor's insurance shall be primary insurance as respects Pinal and any insurance or self insurance maintained by Pinal shall be in excess of Contractor's insurance and shall not contribute to it.

Claim Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect Pinal.

Waiver. The policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against Pinal, its agents, representatives, directors, officers, and employees for any claims arising out of the Work of Contractor.

Deductible/Retention. If policies provide coverage which contains deductibles or self-insured retentions, such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to Pinal under such policies. Contractor shall be solely responsible for deductible and/or self-insured retention and Pinal, at its option, may require Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

Insurance policies that contain deductibles or self-insured retentions in excess of Five Thousand Dollars (\$5,000.00) per occurrence shall not be acceptable without prior approval of Pinal.

Certificates of Insurance. Prior to commencing the Work under this Contract, Contractor shall furnish Pinal with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverage's, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number or name and shall provide for

not less than thirty (30) days advance Notice of Cancellation, Termination, or Material Alteration. Such certificates shall be sent directly to:

Director, Pinal County Department of Public Works
Post Office Box 727
Florence, Arizona 85132

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

10. Subcontractor's Insurance. In addition to insurance coverage required by Contractor, as set forth above, Contractor shall require insurance coverage in the same amounts from its subcontractors on behalf of Pinal and subcontractors shall comply with the paragraph entitled "Insurance" above.
11. Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, defend, save and hold harmless Pinal, its agents, representatives, officers, directors, officials and employees, from any and all liability, demands, proceedings, suits, actions, claims, losses, costs, and damages of every kind and description, arising out of, resulting from or alleged to have resulted from the performance of the Work. Contractor's duty to indemnify, defend, save and hold harmless Pinal, its agents, representatives, officers, directors, officials and employees shall arise in connection with all demands, proceedings, suits, actions, claims, workers' compensation claims, unemployment claims, or employee's liability claims, damages, losses or expenses (including but not limited to attorney's fees, court costs and/or arbitration costs and the cost of appellate proceedings) that are attributable to personal or bodily injury, sickness, disease, death, or injury to, impairment or destruction of property including loss of use resulting there from, caused by or contributed to, in whole or in part, by any omission, fault, mistake or negligent act, whether active or passive, of Contractor, its employees, agents, representatives, any tier of Contractor's subcontractors, their employees, agents or representatives or anyone directly or indirectly employed by Contractor or its subcontractors or anyone for whose acts Contractor or its subcontractors may be liable. The amount and type of insurance coverage requirements set forth in the Contract Documents or remuneration of any insurance coverage herein provided shall in no way be construed as limiting the scope of the indemnity in this paragraph. Contractor's obligation under this indemnity shall not extend to the sole negligence of Pinal, its agents, representatives, officers, directors, officials and employees. Such indemnity shall be required by Contractor from its subcontractors on behalf of Pinal.
12. Survivability. Every provision of paragraph 9, (Insurance), paragraph 10 (Subcontractor's Insurance) and paragraph 11 (Indemnification) of these General Provisions shall survive the termination, cancellation, suspension, or completion of this contract.
13. Contractor's Responsibility. To the fullest extent permitted by law, Contractor shall be responsible for its own negligent acts, omissions and mistakes, and that of its employees, agents and subcontractors.
14. Requiring Removal of Unqualified Personnel. If Contractor personnel are deemed to be

incompetent, careless, or otherwise objectionable, the contracting officer may require the removal of such personnel from the project.

- 14.1 Such an action shall be supported by facts which show continued incompetence, carelessness, neglect, or other behavior detrimental to contract performance and to Pinal's best interest.
- 14.2 This is a delegated authority of the contracting officer's representative (COR) and shall be used if the contractor does not correct deficiencies in his organization.
- 14.3 Incompetence by the Contractor's QC staff shall be brought to the Contractor's attention. If no immediate corrective action is taken by the Contractor, he may be directed to remove any employee acting in an incompetent manner. The Contractor shall comply and if this action is considered necessary, action shall be taken within forty-eight (48) hours.
15. Requiring the Contractor to Assume Personal Supervision. If the Contractor does not provide a superintendent approved by Pinal, Pinal may require the Contractor to assume personal supervision of the work.
16. Non-liability of Public Officials and Pinal Representatives. The Pinal County Board of Supervisors, officials, agents or employees of Pinal shall not be charged personally by Contractor with any liability or held liable by Contractor under any term or provision of this Contract, in carrying out any of the provisions of the specifications or in exercising any power or authority granted to them by or within the scope of the Contract, or because of the Contractor's execution or attempted execution or because of any breach. It is understood and agreed that in all such matters the Pinal County Board of Supervisors, officials, agents and employees act solely as agents and representatives of Pinal.
17. Notice of Claim. Contractor shall notify Pinal of any claim filed against Contractor or Contractor's insurance company arising from services performed under the Contract within thirty (30) days of such filing.
18. Final Payment Acceptance. The acceptance by Contractor, its successors or assigns of any payment made as final payment under the Contract or of any final payment due on termination of the Contract, shall constitute a full and complete release of Pinal from any and all claims, demands and causes of action whatsoever which Contractor, its successors or assigns have or may have against Pinal under the provisions of the Contract.
19. Assignment and Subcontracting. Contractor shall not assign or subcontract the whole or any part of the Contract without prior written consent of Pinal. No such authorization shall be construed to relieve Contractor of Contractor's primary responsibility for completion of the contract or the Contract itself. Contractor shall be directly responsible for the quality and performance of any work subcontracted, and if any subcontractor shall fail to perform the work undertaken by the subcontractor in a manner satisfactory to Pinal, Contractor shall immediately cause replacement of or repairs or alterations to the work in a manner satisfactory to Pinal. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and Pinal.
20. Retention of and Access to Records. Contractor and every subcontractor shall keep and maintain all books, papers, records, accounting records, files, accounts, reports, cost proposals with backup data and all other material relating to the Project, and shall make all such materials

available at any reasonable time during the term of work on the Project and for five (5) years from the date of final payment to Contractor for auditing, inspection and copying upon Pinal's request. Contractor shall insert in each of its subcontracts the above requirement and also a clause requiring its subcontractors to include the above requirement in any lower-tier subcontracts or purchase orders.

21. Employment of Personnel of Public Agencies. Contractor shall not engage the services of any person or persons then in the employ of Pinal except off duty Pinal County Sheriff's Officers for Traffic Control.
22. General Compliance with Laws. Contractor, its employees, agents, subcontractors, subcontractor's employees and agents, and anyone acting on Contractor's behalf shall comply with all applicable federal, state and local laws, regulations, rules and ordinances, including but not limited to speed limits, weight/load restrictions and environmental laws and regulations.
23. Permits, Licenses, Fees. Contractor shall procure all permits and licenses, pay all charges, fees, taxes and give all notices necessary and incidental to the due and lawful prosecution of the work.
24. Sales and Use Taxes. In accordance with State of Arizona, Department of Revenue regulations, all sales and use taxes due the State on materials, labor or services and equipment used in this Project, shall be paid by Contractor. Before final payment on the Contract is made by Pinal, Contractor shall furnish Pinal with a certificate duly acknowledged stating all such sales and use taxes have been paid to the State of Arizona. In the event that services or materials of a subcontractor are used, Contractor agrees to make the same requirements contained above of the subcontractor in favor of Pinal. Any and all refunds claimed and received by Pinal shall be the property of Pinal and shall not affect any bid price or Contract price under this Contract.
25. Termination of Contract for Default. If Contractor:
 - 25.1 Fails to begin the Work under this Contract within the time specified;
 - 25.2 Refuses or fails to perform the Work, or any separable part, with such diligence as shall ensure its completion within the agreed upon time; or if the Contractor fails to complete the Work within such time;
 - 25.3 Fails to supply sufficient skilled workmen or suitable equipment or materials according to required specifications and/or provides defective material;
 - 25.4 Fails to make prompt payments to subcontractors or suppliers at any tier, or for labor, materials or equipment;
 - 25.5 Fails to perform the Work in a satisfactory manner, or neglects or refuses to remove materials or to perform anew such Work as may be rejected as defective, unsuitable and unacceptable;
 - 25.6 Fails to comply with laws, ordinances, rules, codes, regulations, orders or similar requirements of any public entity having jurisdiction or specified by the Contract Documents;
 - 25.7 Fails to follow any reasonable instruction by Pinal;

- 25.8 Performs work which deviates from the Contract Documents;
- 25.9 Discontinues the prosecution of the Work;
- 25.10 Fails to resume the Work which has been discontinued within a reasonable time after notice to do so;
- 25.11 Allows any final judgment to stand against the contractor unsatisfied for a period of ten (10) days;
- 25.12 Commits any act of bankruptcy or insolvency;
- 25.13 Makes an assignment for the benefit of creditors;
- 25.14 Otherwise violates in any material way any provision or requirement of the Contract Documents, or
- 25.15 If contractor's license as a contractor in the State of Arizona is suspended, revoked, or cancelled for any reason during the term of the contract.
- 25.16 For any other cause whatsoever, fails to carry on the Work in an acceptable manner, Pinal shall give notice in writing to Contractor and its surety of such failure, delay, neglect, refusal or default, specifying the same. If Contractor, or Contractor's surety, within a period of seven (7) days after such notice, shall not proceed in accordance therewith, then Pinal upon the failure of Contractor to comply with such notice, shall have full power and authority, without violating the contract, to terminate this Contract. Pinal, at its option, may call upon the surety to complete the Work in accordance with the terms of this Contract or Pinal may take over the Work, including any or all materials and equipment on the ground as may be suitable and acceptable to Pinal and may complete the Work with its own force account, or may enter into a new contract for the completion of the Work, or may use such other methods as in the opinion of Pinal shall be required for the completion of the Work in an acceptable manner. All costs and charges incurred by Pinal, together with the cost of completing the Work, shall be deducted from any monies due or which may become due to Contractor on this Contract. If such expense exceeds the sum which would have been payable under this Contract, Contractor and Contractor's surety shall be liable and shall pay to Pinal the amount of such excess.

26. Termination, Postponement or Abandonment.

- 26.1 The right is reserved by Pinal to terminate, indefinitely postpone, or abandon this Work, in whole or in part, when, for any reason, Pinal determines such action is in the best interests of Pinal. This Contract may be terminated by giving written notice to Contractor at least twenty-four (24) hours prior to the termination, postponement or abandonment, and Pinal shall be liable to Contractor only for work performed up to the effective date of termination, postponement or abandonment. In no event shall payment for such costs exceed the current contract price. Acceptable materials, obtained by Contractor for the work but which have not been incorporated therein, may, at the option of Pinal, be purchased from Contractor at actual cost delivered to a prescribed location or otherwise disposed of as mutually agreed. Contractor agrees to make his cost records available to

Pinal to the extent necessary to determine the validity and amount of any claim made against Pinal under this Contract. Termination of a Contract or portion thereof shall not relieve Contractor of itself contractual responsibilities for the work completed, nor shall it relieve the surety of its obligation for and concerning any just claim arising out of the work performed.

- 26.2 Because Pinal may have more than one roadway construction project at the same time, and because the successful bidder on this project may also be a successful bidder on one or more of these projects, the successful bidder shall warrant and prove to the satisfaction of Pinal that it is capable of performing all contracts concurrently. Failure to do so may be cause for Pinal in its sole discretion to terminate the contract and any other contract(s) awarded.
27. Improper Exercise of Authority. It is further understood and agreed that Contractor shall not in any way exercise any portion of the authority or sovereign powers of Pinal and shall not make a contract or commitment, or in any way represent itself as an agent of Pinal.
28. Subcontracts. Subcontracts entered into by Contractor to accomplish the Work shall incorporate, by reference, in each subcontract the provisions of the Contract Documents. Subcontracts shall be in writing and shall contain a provision whereby a person so employed or with whom a subcontract has been entered, acknowledges that Pinal shall not be liable for any costs, claims, damages, reimbursement or payment of any kind relating to such subcontract. Contractor shall bear full responsibility for acceptable performance under each subcontract.
29. Changes in Subcontractors or Material Supplier: In the event there is a need to change, add or delete a subcontractor or material supplier, Pinal shall be notified in writing no less than seven (7) days prior to the commencement of work by the proposed subcontractor or delivery of supplies by the proposed material supplier.
30. Liens. Prior to payment to Contractor of final retention of compensation and release of Labor and Material Bond (Payment Bond) by Pinal, Contractor shall provide to Pinal a notarized receipt/release for satisfaction of payment and waiver of lien on this Project from each subcontractor, supplier and subsupplier performing services, labor and/or providing materials and/or supplies for this Project and any and all persons holding claims against the Work for this Project. If Contractor is the sole supplier and/or contractor under these Contract Documents, Contractor shall, prior to payment by Pinal, provide a written, notarized statement to Pinal stating Contractor is the sole supplier and/or sole contractor and there are no subsuppliers and/or subcontractors who are entitled to a lien under this Contract.
31. Notices. Any notice or demand under this Contract from either party to the other shall be in writing and shall be deemed to have been given when the notice is delivered personally or deposited in a U.S. Mail box, in a postage prepaid envelope addressed to the other party to the address provided herein. Either party may at any time change such address by delivering or mailing, as aforesaid, to the other party a notice stating the change and changed address.

Pinal: Director, Pinal County Department of Public Works
P. O. Box 727, Florence, AZ 85132
with copies to Pinal County Manager
P.O. Box 827, Florence, AZ 85132

Contractor: To the address shown on the Bid form

32. Nondiscrimination, etc. In connection with the performance of the Work, Contractor shall comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative actions, and further agrees to insert an identical provision requiring said compliance in all subcontracts hereunder.
33. Environmental Protection. If the Contract exceeds \$100,000.00 Contractor shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, Section 404 of the Clean Water Act (33 U.S.C. 1344) and Environmental Protection Agency regulations (40 CFR Part 15) which prohibit the use under nonexempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the Federal Highway Administration and to the USEPA Assistant Administrator for Enforcement (EN-329).
34. Energy Conservation. Contractor shall comply with mandatory standards and policies, as applicable, relating to energy efficiency which are contained in the State Energy conservation Plan issued by the State of Arizona in compliance with the Energy Policy and Conservation Act (P.L. 94-163).
35. Antitrust Violations. Contractor and Pinal agree that in actual economic practice overcharges resulting from antitrust violations are in fact borne by the purchaser or ultimate user, in this case, Pinal. Therefore, Contractor, acting as a vendor, hereby assigns to Pinal any and all claims for such overcharges.
36. Organizational Conflicts of Interest. No contract for the construction of a project shall be awarded to the firm that designed the Project or its subsidiaries, affiliates, the parent company or subcontractors or to a management and/or general consultant or any of its subsidiaries, affiliates, the parent company or subcontractors that were involved in any aspect of the design process, except with the approval of Pinal.
37. Antilobbying. Contractor shall comply with the provisions of Section 1352 of Title 31, U.S. Code (Public Law 101.121) as codified in Title 48, Federal Acquisition Regulations Subpart 3.8 and Subpart 52.203-11. The legislation prohibits federal funds from being expended by a recipient or any lower tier sub-recipients of a federal contract, grant, loan or cooperative agreement to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, the making of any federal grant or loan, or entering into any cooperative agreement, including the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. All disclosure statements shall be furnished to Pinal.

Contractor shall require all lower-tier subcontractors who have agreements exceeding \$100,000.00 to complete the Certification of Federal Contracts (ECS Form 90-1) and, when appropriate, the Disclosure of Lobbying Activities (ECS Form 90-3) prior to execution of the Prime Contractor's Agreement with Pinal. Lower-tier certifications shall be maintained by Contractor.

38. Drug-Free Workplace. Contractor shall comply with the Drug Free Workplace Act of 1988 and

implement regulations and furnish the requisite "Certification regarding Drug-Free Workplace Requirements" to Pinal and insert this provision in all subcontracts.

39. Issuing an Unsatisfactory Performance Appraisal. Pinal may perform periodic performance appraisals throughout the life of the contract. Contractor shall receive written notice of any deficiencies. If the contractor fails or continues to fail, to correct noted deficiencies in performance, Contractor shall be cited as unsatisfactory at the conclusion of the project.
40. Suspension and/or Debarment. Contractor shall acknowledge, sign and notarize the Affidavit of Suspension and/or debarment as address in the Affidavit of Suspension and/or Debarment (ASD) section of this Invitation for Bids, affirming no suspension or debarment has occurred during the preceding three (3) years.
41. Immigration Law Compliance. Pursuant to the provisions of A.R.S § 41-4401, the Contractor and each of its subcontractors warrant compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees and the requirement to use E-Verification set forth in A.R.S. §23-214(A) (hereinafter "Contractor Immigration Certification"). Contractors shall obtain statements from its employees and subcontractors certifying compliance and shall furnish the statements to the Procurement Officer. Pinal may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Certification. The Contractor agrees to assist the Pinal in performing any such random verifications. These certifications shall remain in effect through the term of the Contract. The contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USACIS.GOV.

Pinal may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should either party suspect or find that the other party or any of its subcontractors are not in compliance, either party may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the other party. All costs necessary to verify compliance are the responsibility of the party under question.

The provision of this Article shall be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

A breach of the Contract Immigration Certification shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.

In accordance with A.R.S. §35-397, the Contractor hereby certifies that the offeror does not have scrutinized business with operations in Iran, Sudan or any county that is in violation of the Export Administration Act (terrorist counties).

(END OF SECTION)

SPECIAL PROVISIONS AND SPECIFICATIONS

Project Title: Pavement Preservation – FY '12-'13; County Wide

Project Nos.: 40136, 40137 and 40138

1. Definitions. For this Contract certain words, phrases and terms shall have special meaning as defined in Section 101 of ADOT Standard Specifications for Road and Bridge Construction, 1990 Edition, except for the following listed definitions.

1.1 Roadway definitions:

- 1.1.1 Highway, Street or Road: A general term denoting a public way for purposes of vehicular travel, including the entire area within the right-of-way.
- 1.1.2 Median: The portion of the highway, street or road which separates the traveled roadway from traffic flowing in opposite directions.
- 1.1.3 Right-of-Way: A general term denoting land, property or interest therein, usually in a strip acquired for or devoted to transportation purposes.
- 1.1.4 Roadbed: The graded portion of a highway within top and side slopes, prepared as a foundation for the pavement structure and shoulders.
- 1.1.5 Roadside: A general term denoting the area adjoining the outer edge of the roadway. Extensive areas between the roadways of a divided highway may also be considered roadside.
- 1.1.6 Roadside Development: Those items necessary to the complete highway which provide for the preservation of landscape materials and features; the rehabilitation and protection against erosion of all areas disturbed by construction through seeding, sodding, mulching and the placing of other ground covers; such suitable planting and other improvements as may increase the effectiveness and enhance the appearance of the highway.
- 1.1.7 Roadway: That portion of the right-of-way required for construction, limited by the outside edges of slopes, including ditches, channels and all structures pertaining to the work.
- 1.1.8 Shoulder: The portion of the roadway contiguous with the traveled way for accommodation of stopped vehicles, for emergency use and for lateral support of base and surface courses.
- 1.1.9 Sidewalk: That portion of the roadway primarily constructed for the use of pedestrians.
- 1.1.10 Subgrade: The materials beneath the pavement structure. The top prepared surface of the subgrade is called finished subgrade elevation.

- 1.1.11 Traveled Way: The portion of the roadway for the movement of vehicles, exclusive of shoulders and auxiliary lanes.
- 1.1.12 Standard Drawings: Drawings approved for repetitive use, showing details to be used where appropriate.
- 1.1.13 Structures: Bridges, culverts, catch basins, drop inlets, retaining walls, manholes, endwalls, buildings, sewers, service pipes, under drains, foundation drains and other features which may be encountered in the Work and not otherwise classed herein.
2. Scope of Work/Work. As set forth in document entitled "Invitation for Bids" and in a workmanlike manner and according to the specifications and requirements set forth in the Contract Documents and to furnish all materials, tools, equipment, supplies, facilities, utilities, transportation, experienced supervision, and labor necessary for and required to perform and complete the Project.
3. Intent of Specifications and Plans. The specifications and plans are intended to supplement, but not necessarily duplicate each other, and together constitute one complete set of specifications and plans, so that any Work exhibited in the one and not in the other shall be executed just as if it had been set forth in both, in order that the Work shall be completed according to the complete design or designs as decided and determined by Pinal.
4. Discrepancy Procedure. Should anything be omitted from the specifications and plans which is necessary to a clear understanding of the Work, or should it appear that various specifications and/or instructions are in conflict, or in the event of a recognized ambiguity by Contractor or any Subcontractor, it shall be brought to the attention of the contact person named in the Invitation for Bids, if discovered prior to the opening of bids, or to the attention of Pinal, if discovered after the award of contract, and written instructions secured from Pinal before proceeding with the Work affected by such omission or discrepancy.
5. Pre-construction Conference. Pinal and successful bidder shall have a preconstruction conference prior to beginning the Work.
6. Administrator's Responsibilities. To audit the invoices, prepare payment recommendations to the Board, establish schedules, review and prepare change order recommendations.
7. Work Hours. The work schedule shall be coordinated between Contractor and Pinal. Work shall be done during daylight hours, Monday through Friday, excluding County Holidays, pursuant to A.R.S. 1-301, unless otherwise approved by Pinal. Daylight hours are defined as ½ hour after sunrise and ½ hour before sunset.
8. Protection of Finished or Partially Finished Work. Contractor shall properly guard and protect all finished or partially finished Work, and shall be responsible for same until the entire Project is completed and accepted by Pinal.
9. Site Investigation. Contractor hereby acknowledges that the Contractor has investigated the construction site and is fully cognizant of the features and Scope of Work to be completed under the Contract Documents. Contractor agrees any failure to fully investigate, inspect,

and take proper measurements and to satisfy Contractor of the Scope of Work for the Project shall not be grounds for additional compensation under this Contract.

10. Differing Site Conditions.

10.1 During the performance of the Work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract Documents or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered in performing the Work are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions.

10.2 Upon written notification, Pinal shall investigate the conditions and if it is determined that the conditions materially differ and cause an increase or decrease in the Work to be performed, including the quantity and cost of the materials to be furnished and delivered, or in the time required for performing the Work, the Contract may be canceled or an adjustment, excluding anticipated profits, may be made and the Contract modified in writing accordingly with the approval of the Pinal County Board of Supervisors. Pinal shall notify Contractor of the determination whether to cancel the Contract or whether or not an adjustment of the Contract is warranted.

10.3 No contract adjustment, which results in a benefit to Contractor, shall be allowed unless Contractor has provided the required written notice.

10.4 No contract adjustment shall be allowed under this clause for any effects caused on unchanged work.

11. Dust Control. Contractor shall be responsible for dust control on the Project Site during the term of this contract.

12. Cooperation by Contractor. Contractor shall be supplied with a minimum of two sets of approved plans and Contract assemblies including special provisions, one set of which Contractor shall keep available at the Project Site at all times. Contractor shall give the Work the constant attention necessary to facilitate the progress thereof and shall cooperate with Pinal, the Quality Assurance Inspectors and other contractors in every way possible. Contractor shall have at the project site at all times, as Contractor's agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of Work being performed, who shall receive instructions from Pinal. The superintendent shall have full authority to execute orders or directions of Pinal without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. A superintendent shall be furnished irrespective of the amount of Work subcontracted.

13. Blue Stake Notification. Contractor shall contact the appropriate utility companies for Blue Staking of underground utility locations at least three working days prior to commencement of construction of the Work.

14. Cooperation with Utility Companies. If necessary Pinal shall notify all utility companies, all pipeline owners or other parties affected and endeavor to have all necessary adjustments of

the public or private utility fixtures, pipelines and other appurtenances within or adjacent to the limits of construction, made as soon as practicable. Water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cableways, signals and all other utility appurtenances within the limits of the proposed construction which are to be relocated or adjusted shall be moved by the owners at their expense, unless otherwise provided for in the special provisions or noted on the project plans.

The Contract shall indicate various utility items, some of which shall be relocated or adjusted by the utility owner, including the date by which the Work is expected to be completed, and other utility items which shall be relocated or adjusted by Contractor. It is understood and agreed that Contractor has considered in its bid all of the permanent and temporary utility appurtenances in their present or relocated positions as shown on the project plans or described in the special provisions. Contractor shall make every effort to cooperate fully with each utility company and shall understand that delays to its operations may necessarily occur.

15. Cooperation between Contractors. Pinal reserves the right at any time to contract for and perform other or additional work on or near the work covered by the Contract. When separate contracts are awarded within the limits of any one project, each Contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors. Contractors working on the same Project shall cooperate with each other as directed. If requested by Pinal, each Contractor shall furnish Pinal with written evidence that Contractor has made the necessary arrangements with the other contractors for the successful prosecution of the work for the benefit of all parties. Each Contractor's involved shall assume all liability, financial or otherwise, in connection with its contract and shall protect and save harmless Pinal from any and all damages or claims that may arise because of inconvenience, delay or loss experienced by it because of the presence and operations of other contractors working within the limits of the same project. Contractor shall arrange their work and shall place and dispose of the materials being used so as not to interfere with the operations of the other contractors within the limits of the same project and on adjoining projects. Contractor shall join Contractor's work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.
16. Authority of the Engineer. The Engineer shall decide any and all questions which may arise as to the Work, including the quantity, quality and acceptability of materials furnished and rate of delivery. The Engineer shall decide all questions which may arise as to the interpretation of the specifications or plans. The Engineer with the consent of the Director of the Pinal County Department of Public Works shall have the authority to suspend the Work, wholly or in part, due to the failure of Contractor to correct conditions unsafe for the workers or the general public; for failure to carry out provisions of the Contract Documents and to carry out orders. The Engineer may suspend the Work for such period as the Engineer may deem necessary due to adverse weather conditions, for conditions considered adverse to the prosecution of the Work or for any other condition or reason deemed to be in the public interest. The Engineer's decision, in case any questions may arise, shall be a condition precedent to the right of Contractor to receive any money or compensation for the Work under the Contract Documents. The Engineer shall have full power to reject or condemn all or part of the Work performed under the Contract Documents, which does not conform to the specifications, terms and conditions herein expressed. All Work shall be performed, including the furnishing of materials, strictly to and in conformity with the plans and

specifications made part of the Contract Documents and according to the directions of the Engineer.

The Engineer's failure to discover or reject Work, including materials, not in accordance with the plans, specifications and contract documents during performance of the Work, shall not be considered an acceptance of the Work, or a waiver of defects. Neither the failure to properly perform inspections, tests or approvals required by the Contract Documents nor the activities or duties of the Engineer in the administration of the Contract Documents shall relieve Contractor from Contractor's obligation to perform the Work strictly to and in conformity with the plans, specifications, terms, provisions and conditions of the Contract Documents.

17. Duties of Quality Assurance Inspector. QA Inspectors shall be authorized to inspect all Work done and materials furnished. Such inspection may extend to all or any part of the Work and to the preparation, fabrication or manufacture of the materials to be used. The QA Inspector shall not be authorized to alter or waive the provisions of the Contract. The QA Inspector shall not be authorized to issue instructions contrary to the plans and specifications or to act as foreman for Contractor; however, QA inspectors shall have the authority to reject Work or materials until any questions at issue can be referred to and decided by the Engineer.
18. Inspection of Materials and Work. Pinal may reject or condemn, in whole or in part, materials not in good condition or not in compliance with the specifications of the Bid/Contract Documents. All materials and each part or detail of the Work shall be subject to inspection by the Engineer and/or QA Inspectors. The Engineer and QA Inspectors shall be allowed access to all parts of the Work, including materials used, and shall be furnished with such information and assistance by Contractor as is required to make a complete and detailed inspection.

Contractor shall schedule its operations to allow a reasonable amount of time for engineering inspection of the Work, including materials used. In most cases, inspection shall be completed in eight work hours or less. Contractor shall not be entitled to additional compensation or an extension of Contract time for delay resulting from such inspections. The Engineer and/or QA Inspectors shall perform the inspection as expeditiously as possible in order that the Work might progress in an orderly and continuous manner. Additional inspection costs incurred due to Contractor errors shall be at Contractor's expense.

Any Work done or materials used without inspection by the Engineer may be ordered removed and replaced at Contractor's expense unless the Engineer failed to inspect after having been given a minimum of forty-eight (48) hours notice in writing that the Work was to be performed.

When any unit of government, political subdivision, utility or any railroad corporation is to pay a portion of the cost of the Work covered by the Contract, its respective representatives shall have the right to inspect the Work. Such inspection shall in no sense make any unit of government, political subdivision or any railroad corporation a party to the Contract and shall in no way interfere with the rights of either party to the contract.

19. Removal of Unacceptable and Unauthorized Work. All work, including materials used, which does not conform to the requirements of the Contract Documents shall be considered

unacceptable. Unacceptable and/or defective Work, including materials used, found to exist prior to the final acceptance of the Work, shall be removed immediately and replaced by acceptable Work, including materials. Upon failure on the part of Contractor to comply with any order of the Engineer made under the provisions of this subsection, the Engineer shall have authority to cause unacceptable and/or unauthorized Work, including materials, to be remedied or removed and replaced and to deduct the costs from any monies due Contractor.

20. Load Restrictions. Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the project. A special permit shall not relieve Contractor of liability for damage, which may result from hauling of materials or moving of equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or the roadway or to any other type of construction shall not be permitted. Hauling of materials over the subgrade or the base course or surface course under construction shall be limited as directed by the Engineer.

21. Maintenance During Construction. Contractor shall maintain the Work during construction and until the Project is accepted. This maintenance shall constitute continuous and effective Work prosecuted day by day with adequate equipment and forces to the end that the Work is kept in satisfactory condition at all times. All costs of maintenance work during construction and before the project is accepted shall be considered as included in the Bid/Contract Price. If at any time Contractor fails to comply with the provisions of this subsection, Pinal shall immediately notify Contractor of such noncompliance. If Contractor fails to remedy unsatisfactory maintenance within twenty-four (24) hours after receipt of such notice, Pinal may immediately proceed to maintain the Work and the entire cost of this maintenance may be deducted from monies due and/or to become due Contractor under this contract and/or any other contract that Contractor is performing for Pinal and/or collect from Contractor and/or from Contractor's surety by any remedy allowed by law.

22. Cleanup. Prior to the final inspection of Work under this Contract, Contractor shall remove all loose debris, unused material and other materials caused as a result of the Contractors operations, from the site of the Work.

23. Final Inspection. Upon due notice from Contractor that the entire Work under the Contract Documents is completed, the Engineer and/or QA Inspectors shall make an inspection. If all Work, including materials, provided for and contemplated by the Contract Documents are approved to the Engineer's and/or QA Inspector's satisfaction, that inspection shall constitute the final inspection and the Engineer shall notify Contractor in writing of completion of final inspection. If, however, the inspection discloses any Work, including materials, as unacceptable and/or defective, the Engineer shall give Contractor written notice of the unacceptable and/or defective Work, including materials, and Contractor shall immediately remove said Work, including materials, and replace it with acceptable Work, including materials. Upon remediation of the unacceptable and/or defective Work, including materials, as called for by the Engineer's notice, the above procedures shall be repeated until the Engineer gives notice of completion.

24. Care of Desert Vegetation at Structure Sites. All desert vegetation at structure sites, except plants expressly tagged for removal shall be protected by Contractor from injury during

construction. Contractor shall be responsible for any damage to non-tagged plants caused by construction operations and shall replace damaged plants to the satisfaction of Pinal.

25. Protection of Adjacent Property. Contractor shall take all necessary precautions to avoid harming and/or damaging any adjacent person, structure, property or vegetation.
26. Safety Measures. Contractor shall take care at all times to protect the Work and its equipment. Contractor shall take all necessary precautions for the safety and protection of all persons, including workmen and the general public, and shall comply with all applicable provisions of federal, state and municipal safety laws to prevent accidents or injury to persons on, about or adjacent to the property where the work is being performed.
27. Liquidated Damages. Time is of the essence in this Contract. In the event Contractor shall fail to perform the Work as described in the Bid/Contract Documents within the time set in the Contract Documents, Contractor shall be liable to Pinal, as liquidated damages and not as a penalty, for **Four hundred Dollars and zero cents (\$400.00)** per day for each and every calendar day that Contractor fails to meet the completion date. Pinal shall have the right to deduct said liquidated damages from any amount due and/or that may become due Contractor under this contract and/or any other contract that Contractor is performing for Pinal and/or to collect such liquidated damages for Contractor and/or its surety by any remedy allowed by law.
28. Loss or Damage during Construction. All loss or damage arising out of the nature of work to be done, or from action of elements, or from unforeseen circumstances in prosecution of same, or from unusual obstructions or difficulties which may be encountered in prosecution of work shall be sustained and borne by Contractor at its own cost and expense.
29. Contractor's Guarantee. Contractor guarantees that the work shall remain in good order and repair and guarantee the material furnished under this Contract for a two-year period. Any defect in workmanship or materials arising during that period shall be repaired or removed and replaced, as determined necessary by Pinal, at Contractor's expense. If within ten (10) days after the mailing of a written notice by Pinal or its designated representative to Contractor, or its agent, requesting such repair or removal and replacement, Contractor shall neglect to perform the same with due diligence, Pinal may perform such repair or removal and replacement at Contractor's expense; provided, however, that in the case of emergency where, in the judgment of Pinal, delay would cause serious loss or damage, the repair or removal and replacement may be made without notice being sent to Contractor, and Contractor shall pay the cost thereof. Failure of Contractor to honor warranties in a cooperative and timely manner and to the satisfaction of Pinal shall result in the Contractor being omitted from bidding on future Pinal Projects.
30. Manufacturers' Guarantees and Warranties. All manufacturers' guarantees and warranties shall be delivered to Pinal before final payment on the Contract is made.

(END OF SECTION)

TECHNICAL PROVISIONS AND SPECIFICATIONS

Project Title: Pavement Preservation – FY '12-'13; County Wide

Project Nos.: 40136, 40137 and 40138

Standard Specifications: Except as otherwise required in these specifications, Work shall be in accordance with all applicable specifications and requirements of the following separate documents that are incorporated herein by reference.

Maricopa Association of Governments, Uniform Standard Specifications and Details for Public Works Construction, Latest Edition, hereinafter referred to as "MAG STANDARD SPECIFICATIONS."

City of Tucson / Pima County, Standard Specifications for Public Improvements, Latest Edition, hereinafter referred to as "CITY/COUNTY STANDARD SPECIFICATIONS."

Arizona Department of Transportation, Standard Specifications for Road and Bridge Construction, Latest Edition, hereinafter referred to as "ADOT STANDARD SPECIFICATIONS."

U.S. Department of Transportation, Federal Highway Administration, Manual on Uniform Traffic Control Devices for Street and Highways, Latest Edition, hereinafter referred to as "MUTCD."

American Association of State Highway and Transportation Officials, Standard Specifications for Transportation Materials and Methods of Sampling and Testing, Part I Specifications and Part II Tests, Latest Edition, hereinafter referred to as "AASHTO."

Method of Measurement for Payment: Shall be in accordance with the MAG STANDARD SPECIFICATIONS, except as set forth as the unit price in the Bid Schedule and these specifications.

Failure to Meet Required Production Rates: Failure by the Contractor to timely and adequately respond to Pinal County's (Pinal) weekly notice of product requirements shall constitute a material breach of the Contract, whereupon Pinal may cancel the Contract and pursue any available legal remedy to recover for damages flowing from that breach.

Material Specifications: Contractor shall conform to all material specifications in the Scope of Work, Construction Plans, Bid Schedule and provisions of the Technical Specifications as referenced in Paragraph One above. Prior to the use or delivery of any materials, Contractor shall be required to furnish signed and notarized Certificates of Compliance to ensure that Pinal receives material that adheres to the previously mentioned specifications.

Testing: When determined necessary by Pinal, Contractor, at its own cost, shall provide testing per MAG STANDARD SPECIFICATIONS. A testing lab approved by Pinal shall perform such testing. Pinal shall determine where to test and the frequency of the testing. Contractor, at its own cost shall provide Quality Control personnel. Pinal shall provide Quality Assurance Inspectors

Air Quality Permit: If required, Contractor shall obtain a permit from Pinal County Air Quality Department. Air Quality Permit is a non pay item (NPI). All costs associated with this item shall be incorporated into the bid price.

Pinal County Contact:

Pinal County Air Quality Control District
Kale G. Walch
31 N Pinal Street
P.O. Box 987
Florence, AZ 85132
Telephone (520) 866-6929
<http://pinalcountyyaz.gov/Departments/AirQuality>

Final Clean Up: When Work is complete, the site shall be restored to pre-construction conditions. Before final acceptance, all private or public property and grounds occupied by the Contractor in connection with the Work shall be cleaned of all rubbish; excess materials, temporary structures and equipment, and all parts of the work area shall be left in an acceptable condition. Final Clean Up is a NPI. All costs associated with this item shall be incorporated into the bid price.

Pay Items: All pay items relating to the work indicated on the project plans and/or specifications are listed on the bid proposal sheet. The Contractor shall include all necessary costs to complete this project within these items. Any work necessary to complete the project as represented in the plans and/or specifications which are not specifically noted as a pay item on the bid proposal sheet shall be considered incidental to the project and no separate payment shall be made.

Character, Qualifications of Workmen, Methods and Equipment: All personnel shall have had proper training for the operation of the equipment which they shall be operating. Any personnel exhibiting inadequate training shall be removed from the project at the direction of Pinal. Any equipment in poor or unsafe condition and unable to produce quality work shall not be permitted on the project. Any delays in the work process or costs incurred due to the unsuitable condition of equipment or inadequate personnel shall be the responsibility of the Contractor.

Contractor Self Performance: The Contractor shall perform with its own work forces at least fifty-one percent (51%) of the Work, unless written consent to subcontract a greater portion of the Work is obtained from Pinal.

Price Adjustments: Pricing for asphalt material shall be adjusted quarterly, upward or downward, in an amount not to exceed the Price Adjustment for Bituminous Material as published by the Arizona Department of Transportation. Price adjustments shall be calculated based on the percentage of residual contained in the liquid asphalt material. These adjustment periods shall be:

1 st Quarter	Released end of June for the months of July, August and September
2 nd Quarter	Released end of September for the months of October, November and December
3 rd Quarter	Released end of December for the months of January, February and March
4 th Quarter	Released end of March for the months of April, May and June

Any other requests for a price adjustment not related to bituminous material shall only be considered at the time of a contract renewal or extension and shall be a factor in the renewal or extension process.

Construction Methods: Construction of this project shall be in accordance with the MAG Standard Specifications SECTION.330 – ASPHALT CHIP SEAL, SECTION 333 – FOG SEAL COATS, SECTION 401 – TRAFFIC CONTROL and SECTION 716 – COVER MATERIAL except otherwise specified in these modifications.

Modification to the MAG STANDARD SPECIFICATIONS:

SECTION 330 – ASPHALT CHIP SEAL

Sub-Section 330.2.1, Asphalt:

Replace with the following:

AC15-5TR Liquid Asphalt and shall meet the requirements to the “AC15-5TR Specification Schedule” marked SS-1 of this document. Provide specifications at the time of bid submittal when other than AC15-5TR.

CRS-2p Emulsified Asphalt shall meet the requirements to the “CRS-2p Specification Schedule” marked SS-2 of this document. Provide specifications at the time of bid submittal when other than CRS-2p.

Sub-Section 330.3, TIME OF APPLICATION AND WEATHER CONDITIONS:

Modify second sentence, second paragraph to read:

The ambient temperature must be at least seventy degrees Fahrenheit (70°F) and rising and the pavement temperature must be at least degrees eight-five Fahrenheit (85°F) and rising.

Sub-Section 330.4.1, Preparation of Surfaces:

Modify first sentence, first paragraph to read:

The cost of the immediate pre-sweeping for chip seal shall be incidental to the cost of the work. Curbed streets shall be swept with a pickup broom.

Supplement second paragraph with the following:

All utility covers (gas, water, sewer, etc.), shall be protected by covering with polyethylene film, roofing paper or other approved method, and secured with a spray adhesive. Raised pavement markers and survey monuments shall be protected by covering with duct tape or other approved method. The protective cover material shall be removed within two (2) business days from the day when they were first covered. Dirt is not an acceptable material.

Sub-Section 330.4.2, Application of Bituminous Material:

Modify second sentence, second paragraph to read:

The Contractor shall submit a Mix Design prior to start of work. The work shall not commence until acceptance. The actual application rates shall be determined in the Contractor’s Mix Design and based on the existing road conditions.

Any asphalt binder applied in excess of + or - .05 of the set amount as established by the Engineer for the respective materials shall be at no cost to Pinal. When any binder is applied at less than the low tolerance rate accepted by the Engineer, the Contractor shall be required to flush the chipped areas at no additional cost to Pinal.

Modify second sentence, fourth paragraph to read:

The maximum distance that the bituminous material is applied in advance of the chips shall not be more than one hundred (100) feet.

Supplement fifth paragraph with the following:

The Contractor shall be responsible for damage to any vehicles and adjacent properties caused by the bituminous material application or over-spray.

Sub-Section 330.4.3, Application of Cover Material:

Supplement first paragraph with the following:

The chip spreader shall have a workable measuring device similar to a survey foot meter to measure distance and rate application metering device. The spreader shall have a backup horn in operating and working condition and the maximum travel speed shall not be more than 4-miles per hour.

Modify fifth paragraph to read:

The accepted Mix Design together with Pinal shall designate necessary application rates based on road conditions. Any chips applied in excess of the maximum amount designated by Pinal for the respective material shall be at no additional cost to Pinal.

Supplement with the following:

The Contractor shall be responsible for damage to any vehicles and adjacent properties caused by the cover material application.

Sub-Section 330.4.4, Rolling:

Modify second sentence to read:

Three passes shall be made with a pneumatic roller consisting of two (2) forward and one (1) reverse direction in the same area for each roller.

Modify fourth sentence to read:

The pneumatic tired roller shall not travel in excess of eight (8) miles per hour.

Modify fifth and sixth sentence to read:

A minimum of three (3) self-propelled rollers are required for each job.

Sub-Section 330.4.6, Surplus Aggregate Removal:

Modify second sentence to read:

Surplus aggregate shall be removed from the paved surface by brooming in not less than four (4) hours or more than twenty-four (24) hours after application. The cost of the immediate post-sweeping for chip seal shall be incidental to the cost of the work.

Sub-Section 330.4.7, Distributing Equipment:

Supplement with the following:

In addition, all distribution trucks shall:

A) Have been tested within six months from the date of spreading to determine the rate of the transverse spread. The Contractor shall furnish signed and notarized certificates of compliance within ten (10) calendar days of the Notice of Award. A contract extension shall not be granted if certificates are received after the issuance of the Notice to Proceed (NTP) and work shall not start until all certificates are received by Pinal. The certificate of compliance shall furnish Pinal with evidence that the distributing equipment provides a continuous circulation of the bituminous material through the tank and spray bar, and that the transverse spread of the distributor truck, when approved for use, was as uniform as practicable and under no conditions was there a variance on any of the test pads greater than the allowable transverse variation. However, Pinal may require the Contractor at its own cost to test each distributor truck to determine the rate of the transverse spread. The rate of the transverse spread shall be determined in accordance with the requirements of the Arizona Test Method 411.

B) Be equipped with the heating device that complies with the requirements of MAG STANDARD SPECIFICATIONS SECTION 711.4. The heating device shall be capable of maintaining an asphalt temperature to the above specifications while the asphalt is being circulated through the spray bar.

C) Be capable of being operated within a two-inch tolerance. The operators of the distributor trucks used for applying asphalt may be asked to demonstrate to Pinal their ability to operate such equipment within two (2) inch tolerance.

D) Not travel in excess of four (4) miles per hour when spreading bituminous material.

E) Have at least one hundred (100) gallons of material retained at all times during the chip seal operations. The Contractor shall not be allowed to blow out the material. Any blow off shall not be paid to the contractor. The Contractor shall precede back three hundred (300) feet and re-apply asphalt material to ensure proper application rate.

F) Shall be equipped with wind guards at all times.

Sub-Section 330.6, MEASUREMENT:

Supplement with the following:

All tractors, trailers and hauling equipment numbers shall be clearly marked and easily visible.

SECTION 333 – FOG SEAL COATS

Sub-Section 333.1, DESCRIPTION:

Modify paragraph to read:

Fog seal coats on existing bituminous paved surfaces and newly chip sealed surfaces shall

consist of Emulsified Asphalt as described in the materials application.

Sub-Section 333.2, TIME OF APPLICATION AND WEATHER CONDITIONS:

Modify first paragraph to read:

When chip seal operations are complete, Contractor shall fog seal all newly chip sealed roadways under this contract including roadways that call for fog seal only. Fog seal operations shall be scheduled to the Engineer at least twenty-four (24) hours prior to the beginning of the operations.

Sub-Section 333.3.1, Emulsified Asphalt:

Modify first sentence to read:

Emulsified Asphalt shall be grade SS-1h as specified in Section 713.

Supplement with the following:

TRMSS Emulsified Asphalt shall meet the requirements to the "TRMSS Specification Schedule" marked SS-3 of this document. Provide specifications at the time of bid submittal when other than TRMSS.

PASS-QB Emulsified Asphalt shall meet the requirements of the CITY/COUNTY STANDARD SPECIFICATIONS. Provide specifications at the time of bid submittal when other than PASS-QB.

Sub-Section 333.5, PREPARATION OF SURFACES:

Supplement with the following:

The Contractor at its own cost shall supply necessary equipment and manpower to sweep excess chips and clean the roadway surface to be treated as described by the above section.

SECTION 401 – TRAFFIC CONTROL

Sub-Section 401.2, TRAFFIC CONTROL DEVICES:

Supplement with the following:

- C) All traffic control devices and their application shall conform to the MUTCD, the special provisions and any field modifications made by the Engineer.
- D) Traffic cones shall only be used during daylight hours and shall be a minimum of twenty-eight (28) inches high. Daylight hours are defined as ½ hour after sunrise to ½ hour before sunset. All traffic cones shall have retroreflective bands installed as per MUTCD guidelines.
- E) Signs mounted on Type II Barricades shall be used on residential streets only. Major arterial roadways, shall use signs mounted on wind resistant, High-Level Warning Devices.

F) It shall be the responsibility of the Contractor to provide, erect, maintain, remove and/or relocate all temporary and existing traffic control devices necessary to properly mark and control the construction area(s) for the safe and efficient movement of all roadway users.

G) The Contractor shall provide additional devices as determined by the Engineer, to safely control traffic.

H) The Contractor shall install temporary traffic control warning signs and devices prior to the start of any work in accordance with the approved Traffic Control Plan (TCP).

I) All temporary traffic control devices shall be ballasted with sandbags or other approved ballast. The amount of sandbags used shall be enough to provide adequate safety for the traveling public.

J) The Contractor shall place flags above all signs. Additionally, the Contractor shall use warning lights to mark traffic control devices at night.

K) The Contractor shall install Chip Seal Pavement Markers on all existing centerline striping and shall conform to ADOT STANDARD SPECIFICATIONS SECTION 701-2.05 and 701-3.09. Chip Seal Pavement Markers are a NPI. All costs associated with this item shall be incorporated into the bid price.

Sub-Section 401.3, FLAGMEN OR PILOT CARS:

Supplement with the following:

All pilot cars shall be vehicles registered and licensed to operate on public roadways in the state of Arizona. The time necessary for pilot car turnaround shall not exceed twenty (20) minutes.

Sub-Section 401.4, TRAFFIC CONTROL MEASURES:

Supplement with the following:

Construction shall not commence without an approved TCP. At the time of the pre-construction meeting, the Contractor shall submit preliminary traffic control plans for review. The Contractor shall design the traffic control plan using the posted speed limit existing prior to work starting as the design speed. The TCP shall show all striping, signing, barricading and distances for all devices for all movements of roadway users during construction. The TCP shall also show the duration with the start and end date. Pinal shall within ten (10) working days review the plan and notify the Contractor of approval or note changes needed.

The Contractor shall appoint a Traffic Control Technician (TCT), who has been properly trained and certified in the application of work zone traffic control, to maintain all necessary traffic control devices. At the beginning and end of each workday, and periodically throughout the day, the TCT shall inspect the construction work site. The TCT shall ensure that all construction signs and barricades are standing upright in accordance with the approved traffic control plan, free of dirt and debris and visible to intended traffic. At the end of the workday all non-essential traffic control devices shall be removed. The Contractor shall immediately correct deficiencies noted by Pinal. The Contractor shall provide after-

hours contact information for the TCT at the pre-construction meeting.

The Contractor shall provide and maintain all necessary traffic control devices until acceptance of the project by Pinal.

All flaggers shall be properly trained and certified by a recognized source, such as the International Municipal Signal Association (IMSA) and shall carry proof of training with them at all times.

If the Contractor fails to provide adequate traffic control measures, the Engineer may have the work accomplished by other sources. The cost of having this work accomplished by other sources shall be computed in accordance with MAG STANDARD SPECIFICATIONS SECTION 109.5. The total cost shall be deducted from monies due or to become due to the Contractor.

Sub-Section 401.5, GENERAL TRAFFIC REGULATIONS:

Supplement with the following:

The Pinal County Sheriff's Office shall be provided with the name and phone number of the person responsible for twenty-four (24) hour maintenance of all traffic control devices.

The Contractor shall notify all residents, apartment managers and businesses by handbill forty-eight (48) hours in advance of any street restriction that may affect access to their property. The handbill shall include the month (non-numeric) and dates expected for the restrictions. For Monday work, the notice shall be distributed the preceding Friday. New handbills shall be distributed by the Contractor should work not occur on the specified day. The re-notification shall be a minimum of twenty-four (24) hours in advance. For rain days, the Contractor may "pre-notify" citizens of potential non-work in lieu of re-notification. Handbills are a NPI. All costs associated with this item shall be incorporated into the bid price.

The Contractor shall supply adequate notification signs for purposes of informing the public concerning the chip seal operations and such dates of construction and times of day. Notification signs shall be required on major arterial roadways and to be posted seventy-two (72) hours prior to construction operations (for Monday's work, signs shall be up by 6:00 a.m. the Friday before). Signs shall be four (4) feet x eight (8) feet with orange background with black legend. The cost for notification signs shall be included in the Traffic Control bid item.

Message to read:

RESTRICTED FOR RESURFACING
SCHEDULED FOR (Month/Days)
USE ALTERNATE ROUTE!

A road closure for the convenience of the Contractor is not authorized. Traffic restrictions are not permitted on major arterial roadways, during peak traffic hours of 6:00 a.m. to 8:30 a.m. and 4:00 p.m. to 7:00 p.m.

Sub-Section 401.6, MEASUREMENT:

Replace with the following:

Measurement for Traffic Control shall be made on a Lump Sum basis. This lump sum measurement shall include all materials, equipment and labor necessary to facilitate traffic control per the contract documents. Items of Traffic Control include but are not limited to temporary pavement markings, pilot cars, flagmen, barricades, sign panels, sign stands, and warning lights.

No direct measurement of individual traffic control elements or devices shall be made. All traffic control devices, unless otherwise noted, shall be considered as included in the lump sum measurement for the Traffic Control bid item.

Sub-Section 716 – COVER MATERIAL

Sub-Section 716.2.3, Gradation:

Supplement with the following table:

TEST	METHOD	SPECIFICATION
Bulk Specific Gravity	Arizona 210	2.30-2.85
Water Absorption, %	Arizona 210	2.5 Max
Fractured Coarse Aggregate Particles (Minimum of 2 Fractured Faces-Plus #4 Material), %	Arizona 212	85 Max
Flakiness Index, %	Arizona 233	20 Max
Carbonates in Aggregate, %	Arizona 512	30 Min
Abrasion, %	AASHTO T96	9 @ 100 Rev Max 40 @ 500 Rev Max
Sodium Sulfate Soundness (Loss @ 5 Cycles), %	ASTM C88	10 Min

Modify Table 716-1 and Table 716-2 to read:

LOW VOLUME TRAFFIC (LVT) COVER CHIPS	
Sieve Size	Percent Passing
1/2"	100
3/8"	100
1/4"	70-90
#4	0-10
#8	0-5
#200	0-1.0

HIGH VOLUME TRAFFIC (HVT) COVER CHIPS	
Sieve Size	Percent Passing
1/2"	100
3/8"	70-100
1/4"	0-10
#8	0-5
#200	0-1.0

Sub-Section 716.3, PRE-COATED CHIPS:

Modify second sentence, first paragraph to read:

The quantity of bituminous material used shall not be less than 0.60 percent or greater than 0.80 percent of the combined weight of the bituminous material and the aggregate.

BID ITEMS

Item 1: AC15-5TR Liquid Asphalt. Liquid asphalt shall consist of AC15-5TR Liquid Asphalt required per MAG STANDARD SPECIFICATIONS SECTION 330 – ASPHALT CHIP SEAL modified herein. Payment shall be per ton (TON) of AC15-5TR Liquid Asphalt according to the bid schedule for all work complete and in place. All other costs associated with this item are incidental to the bid. All costs associated with this item shall be incorporated into the bid price.

Item 2: HVT Cover Chips (Pre-Coated). Cover material shall consist of HVT Cover Chips (Pre-Coated) required per MAG STANDARD SPECIFICATIONS SECTION 716 – COVER MATERIAL modified herein. Payment shall be per ton (TON) of HVT Cover Chips according to the bid schedule for all work complete and in place. All costs associated with this item shall be incorporated into the bid price.

Item 3: SS-1h Emulsified Asphalt. Emulsified asphalt shall consist of SS-1h Emulsified Asphalt required per MAG STANDARD SPECIFICATIONS SECTION 333 – FOG SEAL COATS modified herein. Payment shall be per ton (TON) of SS-1h Emulsified Asphalt according to the bid schedule for all work complete and in place. All costs associated with this item shall be incorporated into the bid price.

Item 4, 11 and 14: Traffic Control. Contractor shall provide all on-site and off-site traffic control required during the construction project per the MUTCD and MAG STANDARD SPECIFICATIONS SECTION 401 – TRAFFIC CONTROL modified herein. Payment shall be in lump sum (LS) for Traffic Control according to the bid schedule for all work complete and in place. All costs associated with this item shall be incorporated into the bid price.

Item 5: Pinal County Sheriff's Deputy. All major arterial roadways shall require Uniformed Off-duty Pinal County Sheriff's Deputy (Deputy) for traffic control and may be required at other locations as requested by Pinal. Contact shall be made through the Pinal County Sheriff's Office Representative to be designated at pre-construction meeting. Deputy, including vehicle and equipment shall be measured by the hour for each hour required to perform traffic control duties.

When a Deputy is used less than three (3) hours, a minimum of three (3) hours shall be charged. Anything over three (3) hours shall be measured by the hour. Payment shall be by the hour (HR) for a Deputy as set forth in the Bid Schedule. All costs associated with this item shall be incorporated into the bid price.

Item 6: Pavement Striping. Contractor shall install new pavement striping at least three (3) days after but not more than five (5) days after new finish course pavement has been laid. Pavement striping shall be installed in accordance with MUTCD and per ADOT STANDARD SPECIFICATIONS SECTION 708 – PERMANENT PAVEMENT MARKINGS. If first application of paint striping has a dull finish or does not meet thickness or retro-reflective requirements, a second application shall be made at no additional cost to the project. Payment shall be made per linear foot (LF) of six inch (6") Pavement Striping according to the bid schedule for all work complete and in place. All costs associated with this item shall be incorporated into the bid price.

Item 7: Pavement Symbols. Contractor shall install new pavement symbols at least three (3) days after but not more than five (5) days after new finish course pavement has been laid. Pavement symbols shall be installed in accordance with MUTCD and per ADOT STANDARD SPECIFICATIONS SECTION 708 – PERMANENT PAVEMENT MARKINGS. If first application of paint striping has a dull finish or does not meet thickness or retro-reflective requirements, a second application shall be made at no additional cost to the project. Payment shall be made per each (EA) according to the bid schedule for all work complete and in place. All costs associated with this item shall be incorporated into the bid price.

Item 8: CRS-2p Emulsified Asphalt. Emulsified asphalt shall consist of CRS-2p Emulsified Asphalt required per MAG STANDARD SPECIFICATIONS SECTION 330 – ASPHALT CHIP SEAL modified herein. Payment shall be per ton (TON) of CRS-2p Emulsified Asphalt according to the bid schedule for all work complete and in place. All costs associated with this item shall be incorporated into the bid price.

Item 9: LVT Cover Chips (Non-Coated). Cover material shall consist of LVT Cover Chips (Non-Coated) required per MAG STANDARD SPECIFICATIONS SECTION 716 – COVER MATERIAL modified herein. Payment shall be per ton (TON) of LVT Cover Chips according to the bid schedule for all work complete and in place. All costs associated with this item shall be incorporated into the bid price.

Item 10: Brooming. Pinal shall prepare the roadways for the chip seal application. The Contractor at its own cost shall supply all necessary equipment and manpower to sweep the roadway surface before and after chip seal application. However, in the event sweeping is considered in excess of the typical sweep, a bid item for sweeping is included. This item shall be at the direction of Pinal. Payment shall be made by the hour (HR) for Brooming according to the bid schedule. All costs associated with this item shall be incorporated into the bid price.

Item 12: TRMSS Emulsified Asphalt. Emulsified asphalt shall consist of TRMSS Emulsified Asphalt required per MAG STANDARD SPECIFICATIONS SECTION 333 – FOG SEAL COATS modified herein. Payment shall be per ton (TON) of TRMSS Emulsified Asphalt according to the bid schedule for all work complete and in place. All costs associated with this item shall be incorporated into the bid price.

Item 13: PASS-QB Emulsified Asphalt. Emulsified asphalt shall consist of PASS-QB Emulsified Asphalt required per MAG STANDARD SPECIFICATIONS SECTION 333 – FOG

SEAL COATS modified herein. Payment shall be per ton (TON) of PASS-QB Emulsified Asphalt according to the bid schedule for all work complete and in place. All costs associated with this item shall be incorporated into the bid price.

(END OF SECTION)

**SPECIFICATION SCHEDULE
AC15-5TR**

MATERIAL SPECIFICATIONS: AC15-5TR or equivalent. (Provide specifications when other than AC15-5TR)

PROPERTY	TEST METHOD	REQUIREMENT
Scrap Whole Ground Tire Rubber Content, % of weight of total RAB	Certificate of Compliance	5.0 Min.
SBS Polymer, %	Certificate of Compliance	2-3
Penetration 77°F, 100g, 5 sec, dmm	ASTM D5	55-75
Kinematic Viscosity @ 275°F, -cSt	ASTM D2170	2000 Max.
Softening Point, °F	ASTM D36	140
Solubility %	Certificate of Compliance	10 Min.
Elastic recovery @ 77°F, 5 cm/min, % Recovery after 1 hour	ASTM D6084 Modified (Modify 10 cm to 20 cm)	55 Min.
Separation of Polymer, 325°F, %	TEX 540-C (see Note)	Report
Retained Penetration Ratio (RTFO Pen. @ 77°F, 100 g/5 sec) (Original Pen. @ 77°F)	ASTM D5	0.6-1.0

Note: A 350-gram sample of the AC15-5TR is poured into a friction-top pint can (approximately 3-½ inch diameter by 4 inch height) and stored for 48 hours at 325°F. Upon completion of storage time the sample is visually examined for separation of polymer from the asphalt (smoothness and homogeneity). If after visual evaluation a question still exist about the separation of polymer, samples shall be taken from the top and bottom samples of 4 percent or more, based on the average of the top and bottom softening points, constitutes separation (TEX 540-C).

Application and storage temperatures shall comply with the following requirements:

Type-Grade	Recommended Range, °F	Max. Allowable, °F	Max. Heating and Storage, °F
RAB	325-360	375	375 (see Note below)

Note: Maximum temperature for storage by the Asphalt Supplier or the Contractor shall be 360°F. For AC15-5TR designated for surface treatment work, the temperature of the modified asphalt binder may be increased to a maximum of 375°F by the supplier loading through an in-line heater, or by the Contractor just prior to application. In any case, the heating, storage and application temperatures used shall be the lowest temperature practical.

SPECIFICATION SCHEDULE
Cationic Rapid-Setting Polymer-Modified Emulsified Asphalt

MATERIAL SPECIFICATIONS: Cationic Rapid-Setting Polymer-Modified Emulsified Asphalt, CRS-2p or equivalent. (Provide specifications when other than CRS-2p)

PROPERTY	TEST METHOD	REQUIREMENT
<u>Test on Emulsion</u>		
Viscosity, SFS @ 122°F	D244	75-400
Settlement, 5 days, %	D244	5 Max.
Storage Stability, 1 day, %	D244	1 Max.
Class, Uncoated Par	A502	60 Min.
Particle Charge Test	D244	Positive
Sieve Test, %	D244	0.30 Max.
Oil Distillate, % Vol. Emulsion	D244	3 Max.
Residue by Distillation, %	D244	65 Min.
<u>Test on Residue by Vacuum Recovery A512</u>		
Viscosity, ABS Poise @ 140°F	D2171	1800-2800
Penetration 77°F, 100g / 5 sec, dmm	D5	40-90
Ductility, 77°F, 5cm / min, Cm	D113	40 Min.
Solubility in TCE, %	D2042	97.5 (note 1)
Toughness inch-lbs.	(note 2)	150 Min.
Tenacity inch-lbs.	(note 2)	110 Min.
Polymer Content (% by Wt.)	FTIR	2.5 Min.
<u>Test on Emulsion</u>		
Aging Ratio, ABS Viscosities		2.5 Max.
Viscosity, ABS Poise 140°F	D2171	5000 Min.

- Note 1 If the polymer interferes with the solubility test, the test shall be performed on the base AC.
- Note 2 Benson method of toughness and tenacity: Scott tester, inch-pounds @ 77°F, 20 inch / min pull. Tension head 1/8" diameter.

SPECIFICATION SCHEDULE
Tire Rubber Modified Surface Seal Asphalt Emulsion

MATERIAL SPECIFICATIONS: Tire Rubber Modified Surface Seal Asphalt Emulsion, TRMSS or equivalent. (Provide specifications when other than TRMSS)

PROPERTY	TEST METHOD	REQUIREMENT
Viscosity, Krieb Unit (KU)	ASTM D562	35-65
Weight / Gallon	ASTM D2939.07	8.3-8.6
Residue by Evaporation %	ASTM D2939.08	35-45
Sieve Analysis	ASTM 244 (sec. 44-47)	0.10 Max.
Performance Criteria Testing (note 1)		
Wet Track Abrasion, %	ISSA TB100	<5 (note 2)
Accelerated Weathering Test	ASTM G154	Pass (note3)
Asphalt Cement Certificate of Compliance (note 4)		
Ground Whole Tire Rubber %	Certificate of Compliance	10 Min.
Penetration 77°F, 100g, 5 sec, dmm	ASTM D5	15-55
Softening Point, °F	ASTM D36	130
Solubility % (3 set average)	ASTM D2042	97.5

Note 1 TRMSS diluted, ready-to-use.

Note 2 Calculated weight loss, percentage of original volume, 1 hour soak.

Note 3 1,000 hours
 UVA-340 lamp, 0.77 W/m² (v1.0 calibration),
 8 hours UV light @ 50°C, 5 min. spray, 3:55 hours condensation @ 50°C.

Note 4 Ground whole tire rubber modified asphalt cement.

**CERTIFICATION OF
INTENTIONS CONCERNING SUBCONTRACTING**

Project Title: Pavement Preservation – FY '12-'13; County Wide

Project Nos.: 40136, 40137 and 40138

At the time of the submission of Bids on this Project, my intention concerning subcontracting a portion of the Work is as indicated below.

It IS NOT my intention to subcontract a portion of the Work.

It IS my intention to subcontract a portion of the Work.

By _____

By 

Title

Title

Name of Firm

Cactus Transport, Inc.
Name of Firm

DATE: _____

DATE: 6-25-12

In compliance with the Instruction to Bidders, Bidder hereby submits for approval the following names of subcontractors and/or suppliers, subsuppliers and/or manufacturers who shall perform work or furnish material or equipment on the Project.

Description of Work or Product and Percentage of Work	Subcontractor, (Sub)supplier or Manufacturer	Contractor's License No.
1. Striping - 2%	Sunline Contracting	Phoenix, AZ 254708
2. Striping - 2%	Pavement Marking, Inc.	Tempe, AZ 089917
3. CRS-2P; SS-1H - 11%	quality Emulsions	Mesa, AZ
4. CRS-2P; SS-1H	Ergon Asphalt & Emulsions	Chandler, AZ
5. chips - 7%	Mesa Materials	Mesa, AZ
6. chips - 6%	Vulcan Materials	Tucson, AZ
7. TRMSS - 12.5%	Seal Master	Phoenix, AZ
8. AIS 5 TR - 26%	Wright Asphalt	Phoenix, AZ
9. chips - 5%	Southwest Rock SUB-1 products	Queen Creek, AZ

AFFIDAVIT OF SUSPENSION AND/OR DEBARMENT

Project Title: Pavement Preservation – FY '12-'13; County Wide

Project Nos.: 40136, 40137 and 40138

Jake Dominy, being duly sworn, deposes and says:

- Affiant is President of Cactus Transport, Inc.
- Neither Affiant or any construction firm or entity of which Affiant was either directly or indirectly affiliated as an officer, director or owner has been either suspended or debarred or otherwise had their privileges to conduct business revoked at the time of the signing and submittal of this bid or at any time during the 3 years preceding the signing of this affidavit.

It is expressly understood that the foregoing statements, representations and promises are made as a condition to the right of the bidder to conduct work under any award made hereunder.

Jake Dominy
 Name
President
 Title
Cactus Transport, Inc.
 Business Name

DATED June 21st, 2012.

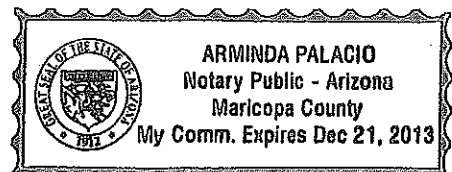
(Individual Acknowledgement)

STATE OF ARIZONA)
) SS
 COUNTY OF Maricopa)

SUBSCRIBED AND SWORN to before me, the undersigned Notary Public, this 21 day of June, 2012, by Jake Dominy

My Commission expires: Dec 21, 2013

Arminda Palacios
 Notary Public

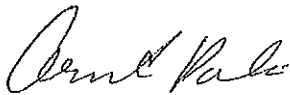


(Partnership/corporate Acknowledgement)

STATE OF ARIZONA)
) ss
COUNTY OF Maricopa)

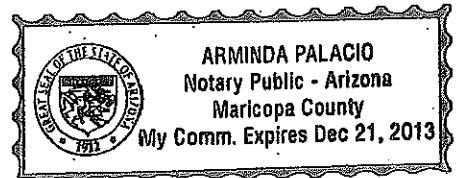
SUBSCRIBED AND SWORN to before me, the undersigned Notary Public, this 21 day of June, 2012, by Jake Dominy who acknowledged himself /herself to be President of Cactus Transport, Inc, a(n) Arizona partnership/corporation and being duly authorized to do so, executed the foregoing instrument on behalf of said entity.

My Commission expires: Dec 21, 2013



Notary Public

(END OF SECTION)



ARMINDA PALACIO
Notary Public - Arizona
Maricopa County
My Comm. Expires Dec 31, 2013



CONTRACTOR IMMIGRATION CERTIFICATION

Project Title: Pavement Preservation – FY '12-'13; County Wide

Project Nos.: 40136, 40137 and 40138

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S § 23-214 related to the immigration status of its employees.

By completing and signing this form the contractor shall certify that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

The Contractor hereby certifies that:

The contractor complies FINA, all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract.

All subcontractors performing work under this contract shall comply with FINA. All other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees, shall certify compliance in writing prior to entering into any subcontract with the contractor.

It is expressly understood that the foregoing statements, representations and promises are made as a condition to the right of the bidder to conduct work under any award made hereunder.

Name

President

Title

Cactus Transport, Inc

Business Name

DATED 6-7, 20 12.

(Individual Acknowledgement)

STATE OF ARIZONA)

) ss

COUNTY OF _____)

SUBSCRIBED AND SWORN to before me, the undersigned Notary Public, this ____ day of _____, 20____, by _____.

My Commission expires: _____

Notary Public

(Partnership/corporate Acknowledgement)

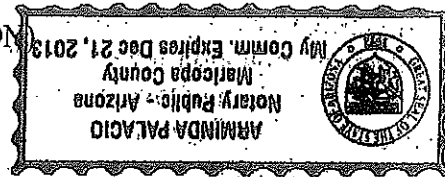
STATE OF ARIZONA)
)
COUNTY OF Maricopa)^{SS}

SUBSCRIBED AND SWORN to before me, the undersigned Notary Public, this 7 day of June, 2012, by Jake Dombay who acknowledged himself /herself to be President of Cactus Transport Inc., a(n) Arizona partnership/corporation and being duly authorized to do so, executed the foregoing instrument on behalf of said entity.

My Commission expires: Dec 21, 2013

Arminda Palacio
Notary Public

(END OF SECTION)



COOPERATIVE AUTHORIZATION

Project Title: Pavement Preservation – FY '12-'13; County Wide

Project Nos.: 40136, 40137 and 40138

I/We, the undersigned, propose to provide the services necessary for the scope of work and specifications.

I/We further declare that I/We have carefully read and examined all information to the referenced Invitation for Bid. I/We agree to comply with the County rules, regulations and policies.

Would you be willing to allow other members of the "SAVE" to cooperatively purchase from the contract? Yes No

Your response to this question will not be used as part of the evaluation criteria. It is the intent, as a member of the "SAVE", to provide other Entities the opportunity to save time, effort and paperwork by combining our purchasing power whenever possible.

Cactus Transport/IMC
Name of Company
6-17-12
Date
[Signature]
Authorized Signature/Local Representative
623-907-2800
Telephone/Fax Number
Jake Dominy - President
Type Name and Position Held with Company
8211 W. Sherman St
Mailing Address
Tolleson
City
AZ
State
85353
Zip

(END OF SECTION)

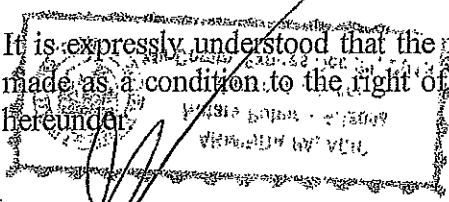
NONCOLLUSION AFFIDAVIT

Project Title: Pavement Preservation – FY '12-'13; County Wide

Project Nos.: 40136, 40137 and 40138

Jake Dominu, being duly sworn, deposes and says:

1. Affiant is President of Cactus Transport INC.
2. Affiant has not directly, or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this project.
3. The prices in this bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
4. The prices which have been quoted in this bid have not been knowingly disclosed by the bidder and shall not knowingly be disclosed by the bidder prior to opening directly or indirectly to any other bidder or to any competitor.
5. No attempt has been made or shall be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
6. It is expressly understood that the foregoing statements, representations and promises are made as a condition to the right of the bidder to receive payment under any award made hereunder.



Name Jake Dominu
 Title President
 Business Name Cactus Transport INC

DATED 6-7, 20 12

(Individual Acknowledgement)

STATE OF ARIZONA)
) ss
COUNTY OF _____)

SUBSCRIBED AND SWORN to before me, the undersigned Notary Public, this _____ day of _____, 20____, by _____.

My Commission expires: _____ Notary Public

(Partnership/corporate Acknowledgement)

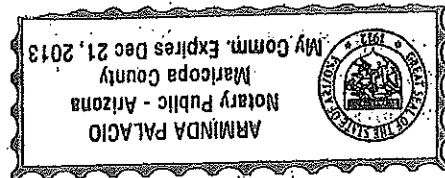
STATE OF ARIZONA)
) SS
COUNTY OF Maricopa)

SUBSCRIBED AND SWORN to before me, the undersigned Notary Public, this 7 day of June, 2012, by Jerke Denny who acknowledged himself /herself to be President of Cactus Transport, Inc., a(n) Arizona partnership/corporation and being duly authorized to do so, executed the foregoing instrument on behalf of said entity.

My Commission expires: Dec 21, 2013

Armita Palacios
Notary Public

(END OF SECTION)



CONTRACT AGREEMENT

This Contract is made and entered into this 25th day of July, 2012, by and between PINAL COUNTY, a political subdivision of the State of Arizona, hereinafter referred to as "Pinal" and Cactus Asphalt, a(n) Arizona Corporation/partnership/sole proprietorship), hereinafter referred to as "Contractor."

WHEREAS, Pinal has the authority to enter into this Contract under A.R.S. § 11-251; and WHEREAS, bids have been received by Pinal and the Contract has been awarded to the above-named Contractor, and said Contractor is willing and able to perform said construction in accordance with this Contract.

NOW, THEREFORE, in consideration of the mutual covenants, benefits and premises herein stated, the parties hereto agree as follows:

1. Contract Documents. The following list of instruments, drawings and documents, which are attached hereto, are incorporated herein by reference, and taken together with this instruction, constitutes the Contract between the parties hereto. Any reference to "Contract" or "Contract Documents" means this instrument and the documents listed below:
 - a. Invitation for Bids
 - b. Instructions to Bidders
 - c. Bid, including Bid Schedule(s)
 - d. General Provisions
 - e. Special Provisions and Specifications
 - f. Technical Provisions and Specifications, including Schedule
 - g. Certification of Intentions Concerning Subcontracting
 - h. Contractor Immigration Certifications
 - i. Noncollusion Affidavit
 - j. Project Location Map / Plans
 - k. Project Typical Roadway Cross-Section
 - l. All addenda issued prior to date for receipt of bids set forth in the Invitation for bids
2. Scope of Work ("Work"). Contractor shall fully perform the Scope of Work as set forth in the Contract Documents.
3. Commencement and Completion Dates. The Notice to Proceed (NTP) shall be issued on August 1, 2012 and all work under this contract shall be completed by June 30, 2013, unless further extended or renewed by mutual consent by Pinal and the Contractor. Pinal assumes no liability for work performed or costs incurred on the Project prior to the commencement date or subsequent to the contract completion date or the termination of this Contract. Extensions of time allowed for completing the Work on the Project may be granted under appropriate circumstances.
4. Compensation/Contract Price. Pinal agrees to pay Contractor for work actually performed by contractor based on the unit prices set forth in the Bid Schedule and Contractor agrees to accept such amounts for work actually performed in an amount not to exceed:
Eight hundred seventy seven thousand one hundred (\$ 877,114.50)
fourteen 450/00

5. Installment/Progress Payments. Pinal may pay Contractor in installments based upon periodic invoices and progress reports and a final invoice and report upon completion of Work submitted by Contractor. The invoices and progress reports shall show percentage of Work completed under this Contract. It is understood and agreed, however, that payment to Contractor of installment payments shall not be construed as a waiver by Pinal of any of its rights herein or of any claim Pinal may have against Contractor under this Contract. Periodic invoices and progress reports submitted by Contractor require verification by Pinal and approval or rejection by Pinal within thirty (30) days of receipt of invoice. Installment payments shall be made no later than fifteen (15) days after Pinal's approval.
6. Retention. Pinal shall retain ten percent (10%) of the compensation billed periodically by Contractor as shown on each periodic invoice and progress report. After the contract is fifty percent complete no more than five percent (5%) of the amount of any subsequent progress payments made under the contract may be retained provided the contractor is making satisfactory progress on the project.
7. Final Payment. Final payment, including retentions, shall be made within thirty (30) days after receipt of final invoice from Contractor, conditioned upon the following:
 - 7.1 Contractor's compliance with all the terms of the Contract;
 - 7.2 Contractor having satisfactorily completed the Scope of Work described in the "Invitation For Bids" according to the standards, specifications and plans and within the time periods required under this Contract;
 - 7.3 The Work, including materials, being approved and accepted by Pinal, with such approval and acceptance by Pinal not being unreasonably withheld;
 - 7.4 Contractor furnishing Pinal with notarized receipts and waivers of liens for all labor, materials and supplies from all subcontractors, material suppliers and any and all persons holding claims against the Work as set forth in the paragraph entitled "Liens" in the General Provisions of the Contract Documents.
8. No Third Party Benefit. Nothing in this Contract shall be construed to give any person other than Pinal and Contractor any legal or equitable right, remedy or claim under this Contract. This contract shall be held to be for the sole and exclusive benefit of Pinal and Contractor.
9. Headings. The headings for the paragraphs of this Contract are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs nor in any way affect this Contract.
10. Governing Law. The validity, interpretation, performance and enforcement of this Contract shall be governed by and construed in accordance with the laws of the State of Arizona.
11. Venue. Notwithstanding A.R.S. § 12-408, venue for any suit or action arising under this Contract shall be commenced and remain in the Superior Court of the State of Arizona in and for the County of Pinal, Florence, Arizona, but only after exhausting all possible administrative remedies. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county.

12. Severability. The parts, terms and provisions of this Contract, consisting of the Contract Documents as defined under the definitions of General Provisions and Specifications, shall be deemed severable and should any part, term or provision of this Contract be declared or be determined by a Court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby, and said illegal or invalid part, term or provision shall not be deemed a part of this Contract, notwithstanding any other provision of this Contract to the contrary.
13. Successors and Assigns. The Contractor and all successors, executors, administrators and assigns of Contractor's interest in the Work or the compensation herein provided shall be bound to Pinal to the full legal extent to which Contractor is bound with respect to each of the covenants of this Contract.
14. Authorization. Signor executing this Contract on behalf of Contractor represents and warrants that said signor is duly authorized to execute and deliver this Contract on behalf of Contractor and this Contract is binding upon said Contractor.
15. Entire Contract. This Contract contains the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings, inducements and conditions, express or implied, oral or written, except as herein contained and no statement, promise or inducement made by either party or the agent of either party that is not contained in this written Contract shall be valid or binding. All the amendments and modifications to this Contract shall be in writing signed by both parties to this Contract.
16. Cancellation of Contract. This Contract is subject to cancellation by Pinal without further penalty or further obligation as provided by A.R.S. § 38-511.
17. Contractor's Execution. Execution of the Contract by Contractor is a representation that the Contract Documents enable Contractor to: (a) determine the cost of the Work; (b) perform the Work outlined therein; and (c) to fulfill all its obligations hereunder.
18. Effective Date. This Contract shall become effective and binding upon (a) the submission by Contractor and acceptance by Pinal of the necessary Contract Bonds; (b) the submission by Contractor and acceptance by Pinal of the Certificates of Insurance; submission of the name of Contractor's representative to be contacted in order to report claims for property/vehicle damage and (c) upon the execution of this instrument by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first herein written.

Original

By _____
President
 Title

PINAL COUNTY, a political
 subdivision of the State of Arizona

By: David Swisher
 Chairman, Board of Supervisors

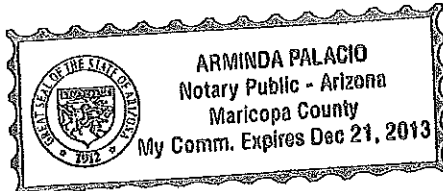
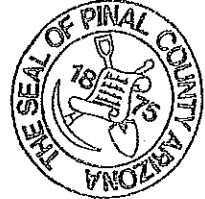
Date: 7/25/12

(partnership/corporate acknowledgment)
 STATE OF ARIZONA)
) ss.
 COUNTY OF Maricopa)

ATTEST:
Shari Cluff
 Clerk of the Board

The foregoing instrument was
 acknowledged before me, a notary
 public, this 7 day of
June, by
Mike Dominay
 of Cactus Transport, Inc. a(n)
Arizona corporation, who
 being authorized to do so, executed the
 foregoing instrument on behalf of the
 corporation/partnership for the purposes
 stated therein.

Arminda Palacio
 Notary Public



My Commission Expires Dec 21, 2013

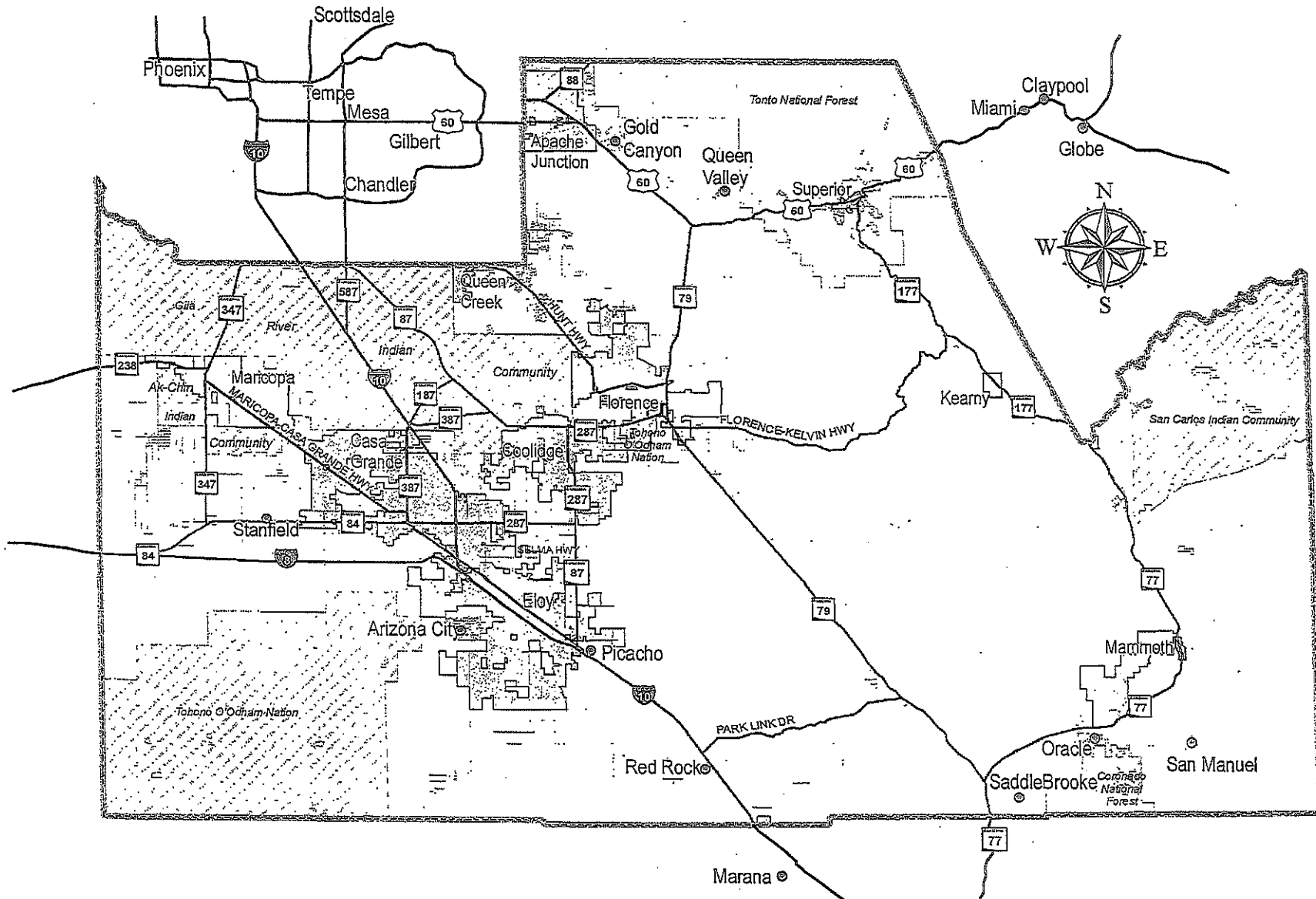
(individual acknowledgment)
 STATE OF ARIZONA)
) ss.
 COUNTY OF _____)

The above instrument was subscribed
 and sworn to before me this
 day of _____,
 _____ by

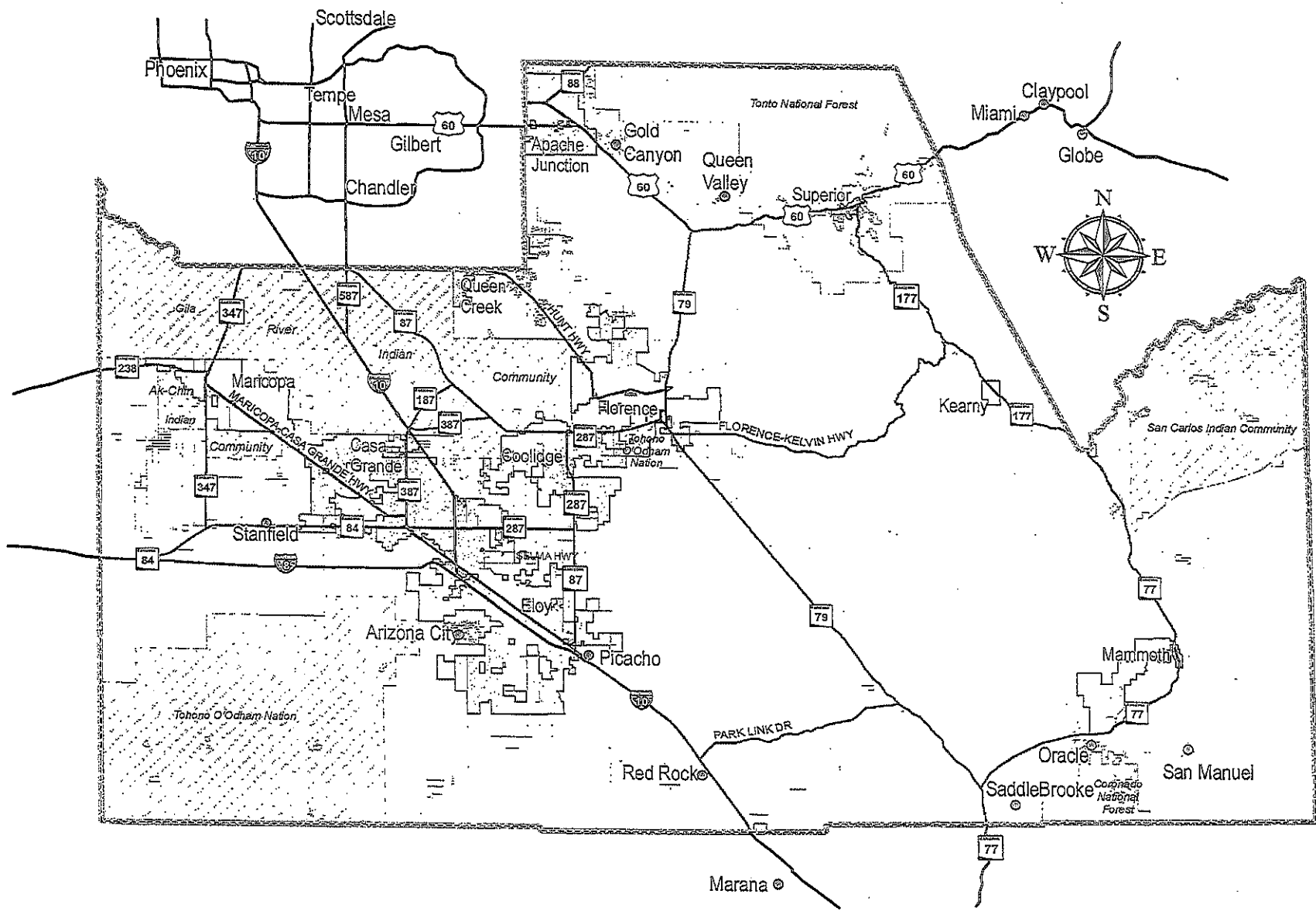
Notary Public


My Commission Expires _____

Pavement Preservation - FY '12-'13
Countywide
Project Numbers: 40136, 40137, and 40138



Pavement Preservation - FY '12-'13
Countywide
Project Numbers: 40136, 40137, and 40138



	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 10d.
MEETING DATE: April 4, 2016 DEPARTMENT: Administration STAFF PRESENTER: Brent Billingsley, Town Manager SUBJECT: Decorative paving solutions for intersections on North Main Street		<input type="checkbox"/> Action <input checked="" type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <ul style="list-style-type: none"> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input checked="" type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Discussion regarding potential treatments at intersections on North Main Street and adjoining crosswalks, to properly accommodate equestrian traffic.

BACKGROUND/DISCUSSION:

The Town installed a stamped concrete pattern on the crosswalks and intersections of Main Street, between Ruggles and 12th Street, adding a distinctive architectural touch. High visibility markings were installed in the bands to provide visibility elements. The materials used affect equestrian uses in the intersections (the surface is slick). Pedestrian traffic concerns have been minimized by the use of an aluminum oxide.

To counter that effect for equestrian traffic, a silty clay earthen fill material has been placed for special events utilizing equestrian traffic, but due to environmental (air quality) issues and the significant cost of labor and materials, it is not a long term solution.

Another possible solution is to sandblast the existing intersections while maintaining the integral concrete base color, ridding the concrete of the hardener and sealant materials that afforded the color and enhancement of the concrete.

The Town Council is invited to see examples of possible solutions during the meeting. The textures to be reviewed include:

- 1) Three passes at a height of 3'-0" from the surface, (intersection)
- 2) Two passes at a height of 2'-0" from the surface, (intersection)
- 3) Three passes at a height of 3'-0" from the surface, (crosswalk)

The sandblasting does remove hardener and sealant but not the base color. It is unclear if the desired roughness for equestrian traffic is achieved.

FINANCIAL IMPACT:

To be determined; however, a range of proposals for the sandblasting are from \$17,400 to \$21,464.

RECOMMENDATION:

Discussion on these items shall determine the policy and directions for a course of action for future events on Main Street, specifically in regards to equestrian traffic.

These include:

- a. Use of existing (aluminum oxide) binder material with minimal yearly replacement.
- b. Sandblasting the intersections and crosswalks; effects on shod horses have not been tested.
- c. Modification of the parade route or restrictions on equestrian parade entries.

There is no action scheduled for this item at this time.

ATTACHMENTS:

None



TOWN OF FLORENCE

Community Development Department

The Town of Florence will successfully capitalize on its favorable location, rich historical past, diverse neighborhoods, family-friendly parks and natural Sonoran desert setting to create a community and economic environment that is truly sustainable, desirable and respected. Florence will carefully blend the old with the new to strive to maintain its position as the heart and core of Pinal County (Town of Florence 2020 General Plan).

MEMO

To: Brent Billingsley, AICP, CFM
Town Manager

From: Mark Eckhoff, AICP, CFM
Community Development Director

Date: April 4, 2016 Town Council Meeting

Re: Activity Report

Ongoing projects and updates:

- The attached permit spreadsheet shows that the Town issued 19 single-family home permits for February of 2016.
- Dan Bonow, Pulte's Anthem at Merrill Ranch for the past several years, has left to work for Shea Homes. Staff is now working with a new Pulte Project Manager and getting him up to speed on the project from the Town's perspective.
- Staff met with the owners of property at the southwest corner of Hunt Highway and Highway 79 to discuss possible plans for this site. Staff prepared a conceptual land use plan for the owners to help them visualize how the site could be developed.
- The Town's Strategic Planning Team developed a tentative project scope and timeline, which was approved by the Council at their last meeting. Staff is moving ahead with this project as outlined and will have more information to report in the near future.
- Great Western Developers, LLC and other investors are looking at the possibility of developing a new office project on vacant land located on South Main Street. They are envisioning a possible medical clinic and independent pharmacy.

- Circle K Corp. had a pre-application meeting with Town staff to discuss a new convenience store and gas station on Main Street south of their existing facilities. The owners plan to construct a new 5,000 sq. ft. building with 8 gas pump stations under a full canopy. The two existing Circle K stores would be closed if this new store is approved and constructed.
- Staff is assisting the Police Department with an illegal land squatting complaint by providing GIS and land research services.
- The owners of the small coffee and sandwich shop at 1st Avenue and Highway 79 are looking at possibly merging this business into their A&M Pizza establishment.
- Staff is working with Parks and Recreation staff on producing a 2016 Home Tour Survey Form to assess positive and negative reactions from the Tour experience, with the intent to use this information to improve next year's home tour.
- Staff is looking at preparing text amendments to several sections of the Development Code, including the Downtown Commercial District Zoning table, Planning and Zoning Commissioner's roles and responsibilities, updated Chicken/Fowl rules and Preliminary Plat timeframes.
- Staff is working on a Conditional Use Permit (CUP) request by Chris Newman, on behalf of the property owner, John Offt, to allow for a new CrossFit business downtown. The CUP was viewed favorably by the Planning and Zoning Commission and the request has been forwarded to the Town Council.
- SHPO has allocated to Florence a Certified Local Government (CLG) Grant in the amount of \$15,000.00 to be used for any Historic planning projects,. Staff is looking at the possibility of using the grant funds to bring new signage to entrance of the Main Street entry point off Pinal Parkway/ State Route 79.
- Community Development staff is working on new GIS Historical Data to be collected for the Historic District and this information includes marker location, current conditions of Historic properties, damaged Historic properties and updating digital inventory sheets. Eventually, this new collected information will be available to the public through GIS and webpage technology.
- Staff received a Design Review application in regards to replacing Jack Depew's Storage Facility (west of the Florence Military Reservation) with an automotive repair and carwash facility.
- Staff is assisting Behavioral Systems Southwest located at 950 East Diversion Dam Road on a potential Design Review application to possibly add a new office structure to the site.

- Staff is awaiting an application from Pulte Homes for the acceptance of a new emergency access easement and the abandonment of existing emergency access easement all in proximity to Spirt Loop Way within the Sun City area of the Anthem at Merrill Ranch Road.
- Staff is working with the Clerk's office on filling seats on the Planning and Zoning Commission. With recent appointments, there are no longer any openings on the Historic District Advisory Commission.
- Community Development, Public Works and Fire staff met with a citizen interested in purchasing lots on the north end of Minnesota Avenue in Florence Gardens. Staff prepared the easement paperwork for an interim emergency turnaround at the top of this road and Council approved the easement. Unfortunately, the citizen decided to purchase lots elsewhere and the landowner has no declined providing this easement to the Town (though, he has offered to sell the Town lots to complete the turnaround).
- Sunbelt Holdings has met with this Department and Public Works to discuss their desire to pursue additional entitlements on their property along Arizona Farms Road in the near future. They would like to start platting their land and preparing for possible homebuilder interest in 2016-2017. A meeting has been set for April to discuss Sunbelt's next steps on this project.
- The engineers for the Mesquite Trails project are discussing the possible sale of this planned community with this Department and the Public Works Department. Discussions on this project are ongoing and complicated by the proposed location of the North-South Freeway Corridor on this property.
- The owners of the Desert Ridge and Western Crossings properties are discussing their existing project entitlements with this Department.
- Taco Bell has opened for business and the Final Certificate of Occupancy was issued.
- The new catering kitchen building at the Windmill Winery has commenced construction on a phased basis. This will be a wonderful addition to the community and the Windmill Winery. Staff is also working with the Windmill Winery on a possible expansion on their project or the development of a related project on 40 to 80 acres located immediately south of the existing Windmill Winery site.
- As of this date, staff is still waiting to obtain additional information regarding the plans for the former hospital building on Adamsville Road.

- As of this writing, it appears that there are no purchasers for the historic home on Ruggles Street that lost its roof during a storm. In addition, the adobe structure is wearing away from a lack of maintenance over the past few years. Members of the HDAC and Town staff are looking for ways to save this building from being demolished, which is the owner's desire.
- Staff is working with Gem Cox and Conquest Arms on the process of restoring the former Gentry's building. Conquest Arms received approval to open their retail shop while we continue discussions on other building improvements that will expand the usage (planned occupancies) of the building. The building owner recently completed some required work on the building enabling Conquest Arms to obtain a Final Occupancy (they had been operating under a temporary approval). Though not in the works in the immediate future, we're looking forward to working with the owner on façade improvement for this significant structure on Main Street.
- The Pinal County Superior Court building expansion construction plans were approved by the Town and staff is now waiting for the County to pick up the permit and pay fees due.
- S Power's Sandstone solar project, which is generally located south of the Anthem at Merrill Ranch development, is nearly complete. This 40+ MW project is about twice the size of the existing Copper Crossing solar farm along Bella Vista Road. Everything is proceeding smoothly on this project and a February dedication ceremony was well-attended. Per the Planning Commission's request, staff is accepting a Decommissioning Plan and Utility Bond for this project.
- Sunpower is moving forward with their solar farm project east of Florence. We have successfully finalized the annexation, General Plan Amendment, Rezoning and Design Review cases related to this project. The Planning and Zoning Commission approved an amendment to the Design Review approval on February 18, 2016. We are now working on their Map of Dedication Plat, which has been altered over the past few weeks due to some issues developing with ingress and egress. Construction plans have been approved and development on this site has commenced.
- Staff and SRP continue to work on our first SRP Aesthetics Fund Project (Abel Sub-station wall). Checking in with SRP, it looks like we should see physical activity on this project in the first quarter of 2016. In addition, the Town received another \$100,000 allocation that can be used for future SRP aesthetics projects within Florence. SRP just set up a pre-design meeting on this project.
- The Town's updated Floodplain Management Regulations and Fees were approved by Council.

- The building permit for the Cuen building restoration was issued on November 13, 2015. After many months of delays, the owner has indicated a desire to commence this project in the very near future.
- Community Development staff has identified a few potential projects for the Town's CIP, including the update of the Town's General Plan, concurrent with the update of the Town's Parks, Trail and Open Space Master Plan, and identification of future development phases for Territory Square.
- Staff recently supplied the ADOT North-South Corridor consultants with additional information on the status of projects that might be impacted by potential Corridor options. Staff, again, used this opportunity to reinforce our preferences for the corridor per our General Plan and past resolutions. The Town Manager and I recently attended a meeting with ADOT to discuss this project, as well as the ADOT Passenger Rail project.
- After a long delay in construction activity, the first phase of the Mosaic Church project in the Anthem at Merrill Ranch community continues to make visible progress. The availability of adequate parking on this site remains an issue that is being monitored.
- Over the past few months, staff is getting more inquiries regarding group homes and particularly foster group homes. Staff is attending a training on this topic to keep up to date with the latest legal issues on these uses.
- Staff met with the committee working on the Town's Sign Code project to review and discuss the draft document prepared. The document was very favorably received. Additional outreach on this project will occur and then the Sign Code will be the topic of upcoming work sessions.
- Staff is working to expand the DC Zoning District as such will help to encourage mixed use development in the central business district and the maximization of downtown buildings and lots. This is an ongoing project due to the fact that we collect permission from property owners before pursuing any changes in zoning.
- Staff is assisting the interim Grants Coordinator with the implementation of the CDBG Housing Rehabilitation project. Several rehab projects are for historic homes so efforts are being made to try and preserve historic features of the homes while addressing livability and safety issues as cost-effectively as possible.
- The owner of the new Taco Bell agreed to fund the final exterior house painting for the recent CDBG Housing Rehabilitation project (321 East Ruggles Street). Staff notes the Taco Bell owner will pay the painting contractor directly.

- Staff is working with historic property owners to get new historic markers installed on their properties. We are also working with the HDAC and the American Legion on a special marker that is proposed for the American Legion building.
- Staff is working with several parties interested in annexing into the Town of Florence. Many of these parties have land located within the former Magic Ranch and Arizona Farms annexation areas. Some have land outside of these areas. Staff is researching all possible annexations and working on likely annexation scenarios with property owners, as well as Pinal County staff. Staff will be seeking the new Town Manager and Council's direction on whether to formally pursue any new annexations.
- Community Development, like all departments, has been working on the budget materials for the coming fiscal year.
- After a long meeting hiatus, staff attended a Superstition Vistas committee meeting in February.
- I am participating in discussions regarding new bills/laws being considered that may impact Florence.
- With Council's recent approval of the development incentives for the Florence Apartments renovation project, construction plans were submitted and approved. Permits were issued and construction should be commencing soon.
- Our former Senior Inspector, Carroll Michael, once again retired so the department is down to one inspector/plans reviewer and code compliance officer. I am cross-training a Planner in the office to assist our Inspector until more permanent plans are developed.
- In 2015, I completed a four year term as President-Elect, President and Past President of the Arizona Planning Association. I am still serving on a local sessions planning committee that is setting up locally (Arizona) focused conference sessions for the 2016 American Planning Association Annual National Conference in Phoenix. Through this engagement, I've had the opportunity to propose a session for the 2016 Conference that I will co-lead along with the Director of Local First Arizona. We have developed an amazing panel that will focus a session on adaptive reuse and the benefits of supporting locally (Arizona) owned businesses. I have also had this session approved for the next Historic Preservation conference.
- Specific GIS Updates are as noted below:
 - Worked on 2016 Map Book with an expected completion date of April 1, 2016.
 - Created a Voter Information Web Tool for Lisa Garcia.

- Continued work with the Fire Department on their Hydrant Inspections for report to Town Manager.
- Continued support for Minnesota Ave Hammerhead.
- Created maps and coordinated with consultant on legal description for potential annexations.
- Attended AGIC Data Committee Meeting.
- Created maps for Ahwatukee Realty Meeting.
- Conducted Research and Coordinated Information for North Dakota. easement abandonment request.
- Supported Tracie Wilgus in SmartGov issues with new parcel creation.
- Managed addressing issues and questions from public and Pinal County.
- Completed a Public Records Request for the Florence 70 area of Town.
- Added a Florence Town Limits identifier to Web Maps.
- Coordinated with Town Management regarding Riverbottom Grill Meter Usage.
- Created address lists for Debbie Frias for Anthem Units.
- Created posters for DC Zone Change.
- Coordinated with Dan Bennington for new Town Website GIS page.
- Meeting with Library and Economic Development regarding update to Historic Walking Tour.
- Created Exhibits for Cross Fit Pinal CUP.
- Supported Parks and Recreation with poster for their Main Street Kiosk.
- Mapping for Sandstone Solar Final Plat.
- Created a list of addresses for Lisa Garcia for all location in CFD One.
- Developed a map for Country Thunder Fire Department support.
- Updated North South Corridor Map.

**TOWN OF FLORENCE
Building Permits for 2005 Thru 2016**

Month	SFR 2005	SFR 2006	SFR 2007	SFR 2008	SFR 2009	SFR 2010	SFR 2011	SFR 2012	SFR 2013	SFR 2014	SFR 2015	SFR 2016	M/F 2005 thru 2015	M/F 2016	M/H 2005	M/H 2006	M/H 2007	M/H 2008	M/H 2009	M/H 2010	M/H 2011	M/H 2012	M/H 2013	M/H 2014	M/H 2015	M/H 2016	C/I 2005	C/I 2006	C/I 2007	C/I 2008	C/I 2009	C/I 2010	C/I 2011	C/I 2012	C/I 2013	C/I 2014	C/I 2015	C/I 2016	Other 2005	Other 2006	Other 2007	Other 2008	Other 2009	Other 2010	Other 2011	Other 2012	Other 2013	Other 2014		
Jan.	1	6	29	51	1	20	4	7	20	16	10	22	0	0	1	3	4	3	1	2	1	1	0	1	1	1	0	0	1	5	0	0	1	0	0	1	2	30	13	28	23	42	33	32	32	35	61			
Feb.	3	53	27	46	0	23	5	7	10	8	4	19	0	0	0	4	5	3	2	3	0	2	0	0	0	0	0	0	1	2	2	3	3	0	2	0	2	4	5	21	3	27	28	22	33	22	30	27	50	
Mar.	13	51	58	48	3	29	5	8	20	14	21		0	0	3	6	6	4	2	1	2	0	2	1	0		0	4	3	3	5	1	2	1	1	4	0		16	20	32	29	44	12	34	30	48	35		
April	2	38	36	50	23	17	26	4	27	11	24		0	0	2	9	5	1	0	1	4	0	0	2	2		0	1	2	7	1	4	3	2	3	3	4		12	10	16	30	48	29	32	20	38	45		
May	1	50	53	53	33	24	16	20	14	15	18		0	0	3	13	1	0	1	1	1	1	1	0	2		0	3	3	9	1	0	2	1	1	3	3		12	10	26	14	14	28	31	33	41	24		
June	5	90	52	52	28	23	11	22	15	8	16		0	0	4	4	2	0	2	2	1	0	0	0	0		0	2	2	1	2	1	2	1	4	0	6	2	6		19	12	21	33	27	33	23	35	19	26
July	3	32	54	57	35	15	5	12	11	20	24		0	0	2	5	1	0	0	1	0	0	0	1	0		0	2	3	2	1	0	6	6	1	6	3		9	16	22	36	26	14	17	24	24	18		
Aug.	0	19	32	38	16	6	13	12	19	9	12		0	0	1	1	3	0	0	0	1	0	0	0	1		0	0	0	9	3	1	1	1	4	4	1		5	10	28	27	28	15	19	23	39	14		
Sept.	35	6	1	31	10	6	7	14	8	12	11		0	0	2	2	1	0	1	0	0	0	0	0	2		1	1	3	2	1	0	6	0	1	8	3		11	16	9	38	23	20	17	18	28	35		
Oct.	2	16	21	23	11	5	7	12	14	13	10		0	0	4	6	2	2	0	0	0	2	2	0	0		5	4	2	2	2	1	1	0	4	4	3		17	16	30	56	21	20	18	40	56	28		
Nov.	2	20	17	18	24	5	8	8	11	7	16		0	0	4	2	2	1	0	3	1	0	0	1	0		9	1	3	4	2	0	0	1	1	6	3		19	35	16	30	33	37	41	33	41	33		
Dec.	33	26	31	0	17	0	5	12	13	11	10		0	0	2	7	4	1	3	0	1	0	1	0	0		2	2	1	1	1	2	2	0	0	10	2		57	27	18	20	25	23	31	42	34	29		
Total	100	407	411	467	201	173	112	138	182	144	176	41	0	0	28	62	36	15	12	14	12	6	6	6	8	1	17	21	25	47	22	13	28	14	22	52	33	7	228	188	273	364	353	297	317	360	430	398		

1. SFR = New Single Family Residential Homes

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

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

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

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

Citations have been on the rise in 2016 for four consecutive months. The monthly revenue has also increased in 2016 for three consecutive months. The Court has revised and improved the collection policy, which has had a positive impact in the incoming revenue.

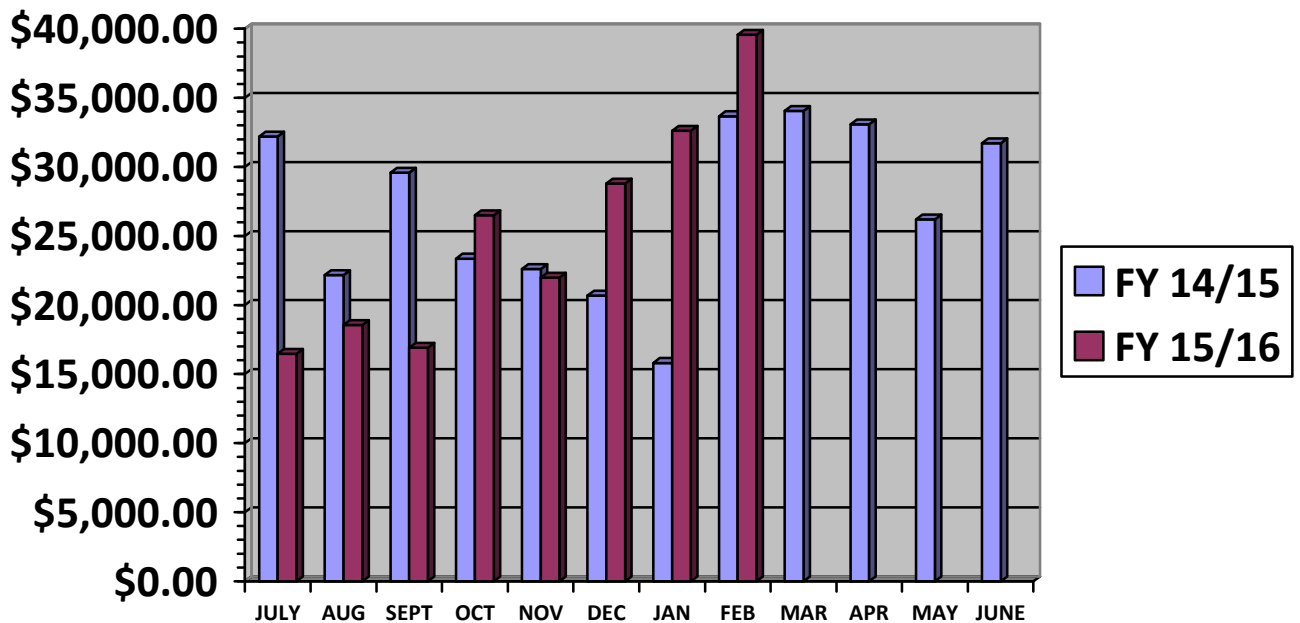
COURT FINANCIAL REPORT

FEBRUARY 2016

IRENE ENRIQUEZ – Senior Court Clerk

DISTRIBUTION TYPE	FEBRUARY 2016 (CURRENT)	FEBRUARY 2015
FINE, FEES, & TRAFFIC	\$17,960.34	\$14,950.54
STATE SURCHARGES	12,591.84	11,038.24
STATE JCEF	620.24	572.00
LOCAL JCEF	333.97	308.00
STATE FINES	424.50	402.77
FLORENCE POLICE FUND	1,366.11	871.26
RESTITUTION	110.00	0.00
BONDS	1,382.00	350.00
PUBLIC DEFENDER FEE	92.77	47.70
JAIL HOUSING FEES	1,496.37	1,666.27
JUSTICE COURT FEES	68.55	33.94
GENERAL FUND	7.98	53.82
FARE SPECIAL COLLECTION FEE	2,259.73	2,691.16
FARE DELINQUENCY FEE	727.26	700.00
VICTIMS RIGHTS ENFORC.	115.10	14.10
DEPT OF PUB SAFETY FUND	0.00	0.00
DOMESTIC VIOLENCE ASSESS	0.00	0.00
VARIOUS PD AGENCIES (DPS)	0.00	0.00

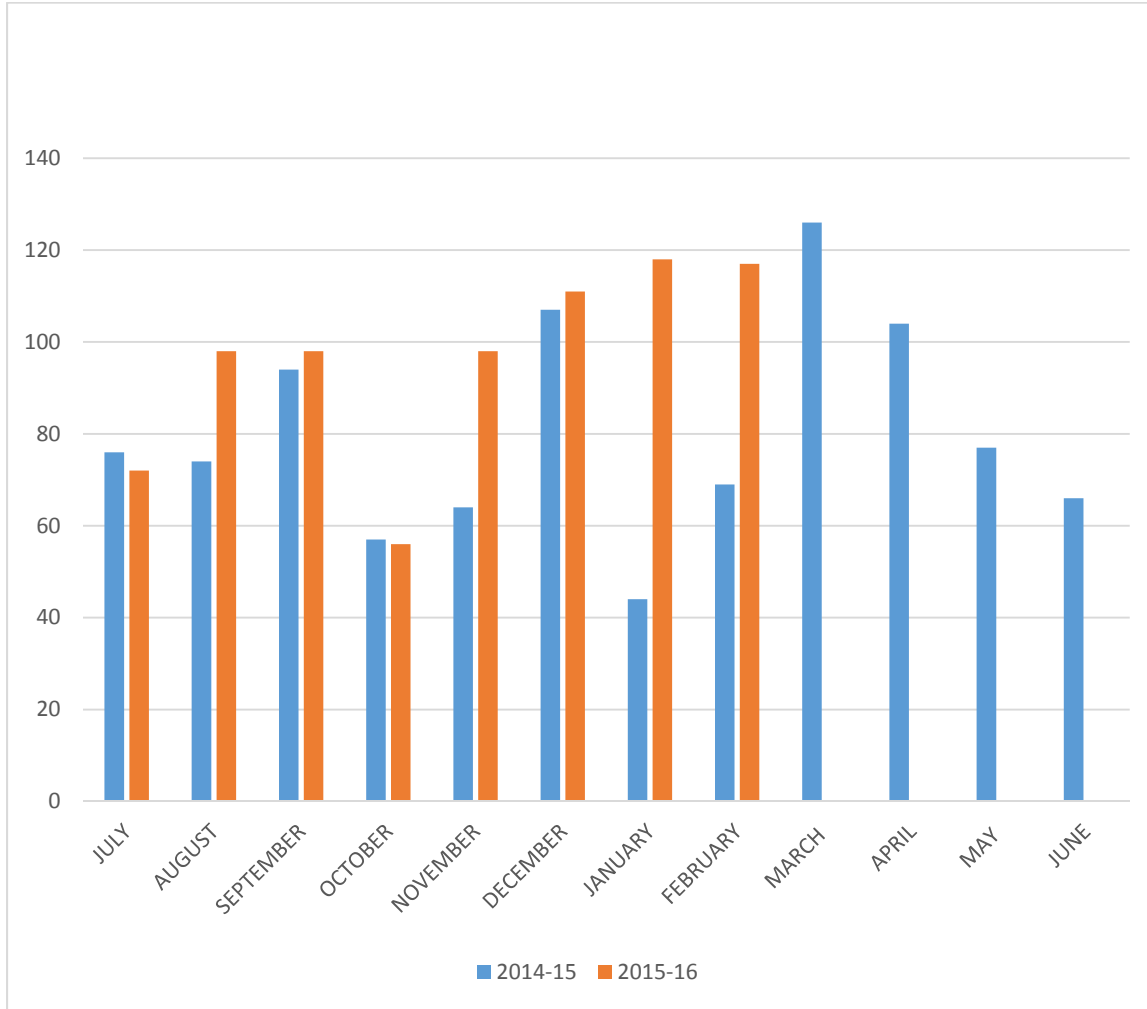
COUNTY REVENUE	68.55	53.82
STATE REVENUE	16,738.67	15,418.27
TOWN REVENUE	21,257.54	17,843.77
VARIOUS PD AGENCIES	0.00	0.00
RESTITUTION AND BONDS	<u>1,492.00</u>	<u>350.00</u>
TOTAL MONTHLY REVENUE:	<u>\$39,556.76</u>	<u>\$ 33,665.86</u>



Monthly Revenue February 2015 vs. February 2016

17.5% Increase from February 2015

COMPLAINTS AND CITATION FILED DECEMBER



	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
2014 -	76	74	94	57	64	107	44	69	126	104	77	66
2015 -	72	98	98	56	98	111	118	117				

CITATION BREAKDOWN

Below are the types of cases filed for the month of FEBRUARY 2016

CIVIL TRAFFIC VIOLATIONS	-	81
CRIMINAL TRAFFIC	-	12
CRIMINAL	-	14
DUI	-	1
DOMESTIC VIOLENCE	-	9

CASES IN COLLECTIONS

Amount in Collections:	\$113,132.58
Amount Collected in FEBRUARY 2016:	<u>\$ 14,116.38</u>
Amount remaining:	<u>\$100,727.30</u>



Finance Department Memorandum

To: Brent Billingsley, Town Manager
From: Gabriel Garcia, Finance Director
Date: March 25, 2016
Re: Finance Department Report

Budget

- Continued work on budgets for General Fund, Capital, HURF, Enterprise Funds, Debt Service, Community Facilities Districts, and Internal Service Funds.
- Worked with management and budget committee to develop ideas for the following:
 - Increasing revenues
 - Decreasing expenditures
 - Changing the way we do business
- Assisted with the presentation Budget Target Presentations
- Assisted in development of Road Show for Home Rule Election
- Finalizing preliminary budget for Council review in April

Financial Reporting

- See attached monthly financial report (cash-basis) for February 2016.

The following charts and graphs are for financial activity (cash basis) for February 2016 (unaudited).

Comparison of Revenue and Expenditures to Budget for the Town's Major Funds

Fund	Revenue			Expenditures		
	Budget	Actual	% Collected	Budget	Actual	% Expended
General	\$ 13,843,100	\$ 8,574,623	62%	\$ 14,997,100	\$ 8,589,952	57%
Capital Improvement	1,230,000	853,497	69%	5,207,800	1,438,753	28%
Highway User Revenue	3,885,200	1,677,622	43%	6,495,900	1,415,814	22%
Construction Tax - 4%	58,000	87,660	151%	-	-	0%
Food Tax - 2%	271,500	104,593	39%	-	-	0%
Town Water	2,852,400	1,856,709	65%	5,000,900	1,351,783	27%
Town Sewer	3,990,000	2,647,267	66%	9,559,700	2,985,264	31%
Sanitation	702,200	501,512	71%	876,000	530,702	61%
Total	\$ 26,832,400	\$ 16,303,483	61%	\$ 42,137,400	\$ 16,312,268	39%

Development Impact Fee Collections and Expenditures

Fee Fund	Beg. Fund Balance	Fee Collected	Interest	Ending Fund Balance
501 Sanitation	\$ 46,630	\$ -	\$ 176	\$ 46,806
505 Transportation	910,925	89,285	5,276	1,005,486
506 General Government	-	-	-	-
508 Police	304,199	76,863	1,900	382,962
509 Fire/EMS	454,127	78,297	2,730	535,154
510 Parks	15,851	5,816	109	21,776
511 Library	16,720	25,599	168	42,487
596 Florence Water	114,744	7,920	576	123,240
597 Florence Sewer	367,967	12,198	1,797	381,962
598 North Florence Water	10,034	-	48	10,082
599 North Florence Sewer	12,502	-	60	12,562
Total	\$ 2,253,699	\$ 295,978	\$ 12,840	\$ 2,562,517

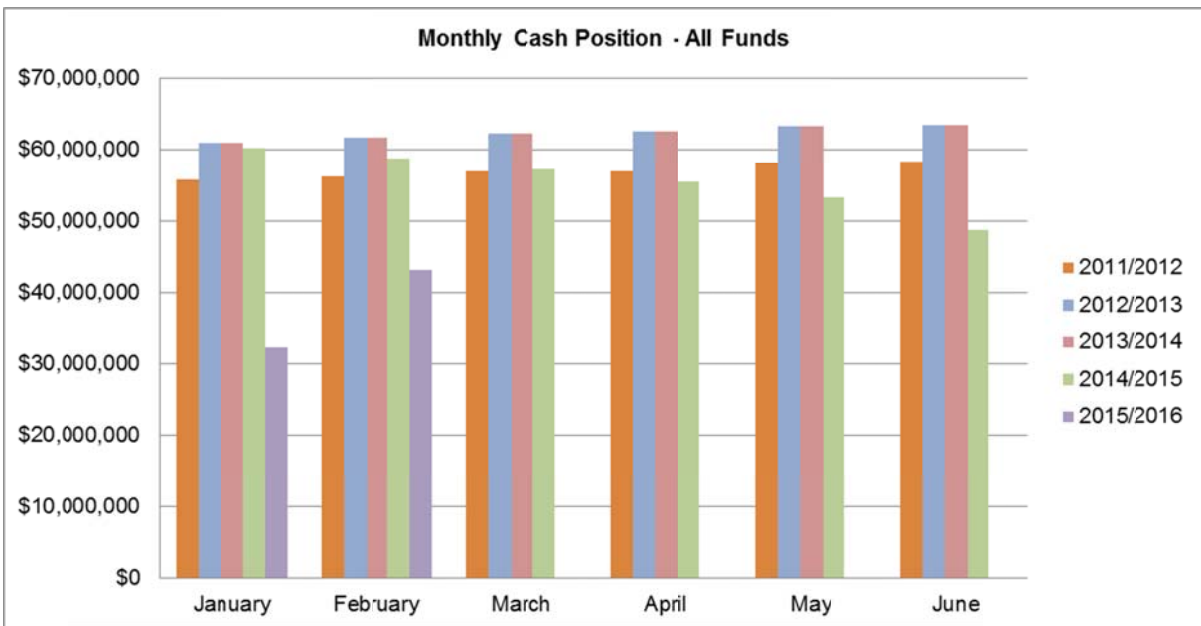
Comparison of General Fund Revenue and Expenditures Actual to Budget

GENERAL FUND	Budget	Actual	Budget to Actual
<u>Revenue by Category</u>			
Taxes	\$ 3,345,400	\$ 1,848,649	55%
Licenses and Permits	521,000	393,670	76%
Franchise Fees and Taxes	592,600	315,065	53%
Intergovernmental	6,818,400	4,215,491	62%
CE Inspection Fees	9,600	124,024	1292%
Civil Engineering Fees	31,100	69,505	223%
Community Development Fees	132,600	137,121	103%
Charges-General Government	204,200	114,129	56%
Cemetery Fees	23,500	16,825	72%
Public Safety-Police	61,900	17,426	28%
Parks and Recreation	158,400	110,245	70%
Fines and Forfeitures	195,800	88,290	45%
Interest Earnings	85,000	81,653	96%
Public Safety-Fire	97,800	40,943	42%
Library	6,700	3,363	50%
Miscellaneous	43,400	44,680	103%
Downtown Redevelopment	6,200	3,189	51%
Government Access Channel	7,700	3,863	50%
Seniors Fees	23,700	13,146	55%
Operating Transfer	1,478,100	933,344	63%
Total Revenue	\$ 13,843,100	\$ 8,574,621	62%
<u>Expenditures by Department</u>			
Town Council	\$ 145,100	\$ 66,361	46%
Administration	677,800	118,813	18%
Courts	222,500	419,245	188%
Legal	482,600	453,161	94%
Finance & Grants	926,200	547,579	59%
Human Resources	257,100	158,855	62%
Community Development	709,900	403,823	57%
Police Services	4,238,900	2,361,332	56%
Fire Services	3,062,900	1,833,459	60%
Information Technology	460,300	292,436	64%
Parks & Recreation Services	2,151,400	1,155,729	54%
Library	416,200	246,246	59%
Engineering	60,100	78,399	130%
General Government	1,004,500	367,100	37%
Cemetery	17,300	14,571	84%
Economic Development	164,300	79,841	49%
Total Expenditures	\$ 14,997,100	\$ 8,596,950	57%

- Taxes, franchise fees and intergovernmental revenues reflect a one- to two- month lag in collections

Cash and Investments – Bank Balances and Monthly Yield

Investment Report						
Account - cash balance	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16
NB/AZ - General Checking	\$ 3,069,571	\$ 3,991,116				
LGIP - 7256	\$ 88,997	\$ 90,200				
LGIP - 5953	\$ 209,108	\$ 218,065				
Stifel Nicolaus - Investments	\$ 28,978,280	\$ 38,956,956				
NB/AZ - PD Evidence	\$ 4,026	\$ 4,026				
Total cash	\$ 32,349,982	\$ 43,260,363	\$ -	\$ -	\$ -	\$ -
Account - monthly yield	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16
National Bank Arizona	0.05%	0.05%				
LGIP - 7256	0.21%	0.21%				
LGIP - 5953	0.22%	0.22%				
Stifel Nicolaus - Investments	1.39%	1.39%				



Fire Department

MEMORANDUM

DATE: March 7, 2016

TO: Brent Billingsley, Town Manager

FROM: David Strayer, Fire Chief

SUBJ: Summary of February 2016 and Plans for March 2016

The fire responses for 2016-2014 are as follows:

February 2016	Location of Calls					
Type of Calls	<i>Florence Proper</i>	<i>Florence Gardens</i>	<i>Anthem</i>	<i>Prisons</i>	<i>Mutual Aid</i>	<i>Totals</i>
Brush Fires	1	1	0	0	1	3
Structure Fires	1	0	0	0	0	1
Vehicle Fires	1	1	0	0	1	3
Trash Fires	1	0	1	0	0	2
EMS	67	20	19	63	4	173
HazMat	1	0	2	0	0	3
Electrical Arching	0	0	0	0	0	0
Police Asst./Public Asst.	3	1	2	0	2	8
Unauthorized Burning	1	0	0	0	0	1
Good Intent	0	0	0	0	0	0
Controlled Burning	0	0	0	0	0	0
False Alarm/System Malfunction	2	0	5	0	0	7
Emergency Stand by (move up)	2	0	35	0	6	43
Other Calls	5	0	4	2	2	13
TOTALS	85	23	68	65	16	257

Three Year View	2016		2015		2014	
	Feb	YTD	Feb	YTD	Feb	YTD
EMS	173	384	153	312	148	321
Fire Calls	9	12	2	6	7	17
All other Calls	75	144	56	117	94	189
TOTALS	257	540	211	435	249	527

Summary of February

Fire Chief's Report:

- Attended the Local Emergency Planning Committee Meeting February 4.
- Completed the fire hydrant inspection program and submitted a report on findings
- Obtained approval from Town Council on the Central Arizona College Training Agreement
- Obtained approval from Town Council on the Arizona Academy of Emergency Services Vehicular Field Training Agreement
- Met with the Arizona Division of Emergency Management and became reinstated as a National Incident Management System (NIMS) Instructor
- Met with the Executive Director of the Arizona Fire Chief's Association on current issues facing the Arizona Fire Service
- Attended the Sandstone Solar Power Plant Dedication
- Participated in the Historic Home Tour held in Florence Feb. 13
- Attended and provided Fire Department support for Sgt. Pankey's Memorial Service
- Met with Mark Cowling of the Florence Blade Tribune regarding mutual aid in Pinal County
- Met with Jay Vargo, Communications Manager for Pinal County regarding pending county wide communications project.
- Attended a Country Thunder emergency planning meeting
- Met with Gem Cox and Conquest Arms regarding the next phase of their project.

Division Report - Administration:

Inspections

- Conquest s Arms Business – (Smith Building)
- Taco Bell Final Fire

Plan Review

- Multiple Event Operational Permits

Projects

- Web site design Prevention Division
- Hydrant confidence testing
- Acting Driver/Officer Program Development
- Career development Document
- PRE-Plans High Risk and Correctional Facilities

Meetings

- Eyman Complex State Prison Pre-Plan meeting
- Florence PD Facility Pre-Plan Meeting
- Parks Rec -Supplemental Regulations
- Town Hall- Special Events Inspections.
- Pinal County Training Committee-Casa Grande Fire
- Hydrant GIS Meeting
- Country Thunder IAP Meeting
- Weekly Staff Meetings
- Community Development meeting Plan reviews process.
- Town Special Events Group
- State Fire marshal's Office Plan review process
- GIS Hydrant meeting Jamie White

Division Report - Operations:

Physical Resources

Apparatus

- Maintenance with Superstition Fire Medical Emergency Vehicle Mechanics

Uniforms/Personal Protective Equipment (PPE)

- EMS Brush pants on order for replacements
- Six helmets ordered to replace 10 year service life

Hand Tools/Equipment

- New ropes for chain saws pull start
- Working on plan for apparatus extrication equipment needs

Communications Equipment

- Communications meetings and communication plan with county for Country Thunder

Emergency Medical Services (EMS)

- Finishing ordering of EMS equipment from Tohono O'odham Nation Grant
- Scheduling training for continued education and new certifications
- National Registry recertification's due March
- Electronic Patient Care Reporting EMS committee quality improvement quality management

Training

- Target Solutions Training for pending ISO grade
- Assisting in career development manual for department members

Special Projects

- Training for Anthem Sun City hiking club
- Received water from Covington block party in Sun City
- Working with PD for CPR training for Volunteers
- CAC Rodeo Stand by staffing
- Working with Parks and Req for water safety day on opening day of pool

Plans for March

- Complete and implement the 2nd Quarter Activity Schedule
- Implement the move-up credentialing program for the Fire Apparatus and Ladder Truck Driver/Operator position
- Continue the pre-incident planning process for all high risk occupancies
- Complete annual respirator fit-testing and breathe-down training
- Complete Revised Tactical Guidelines for Fire Suppression (SLICE-RS) training
- Begin contract negotiations with American Medical Response (formally Southwest Ambulance)
- Obtain approval of the revised Arizona State Forestry Intergovernmental Agreement
- Identify and send surplus items to the Town's upcoming auction
- Provide Fire Department presentation at the Chamber of Commerce luncheon March 15

Florence Community Library

February 2016

February Statistics

- 11,674 total items were circulated in February
- 112 library cards were issued
- 1,357 patrons signed up for use of the computer lab computers
- 1,543 wireless sessions were held between 2/7/2016 – 2/27/2016
- 287 person(s) attended 13 program(s) presented by the library
- 2 person(s) volunteered 3 hour(s)

February Activities

2/02/16	Coffee Club
2/03/16	Evening Book Club
2/05/16	Valentine's Day program
2/09/16	Moms' Hands
2/10/16	Friends of the Library meeting
2/11/16	Librarian Jasper Halt attended an Arizona Library Association meeting
2/15/16	Library closed in observance of Presidents' Day
2/17/16	Library Advisory Board meeting
2/18/16	Morning and Afternoon Head Start visits
2/20/16	Monthly Film program
2/22/16	Open Mic Night
2/25/16	Digital Storytime
2/27/16	Trotters Wake – Irish music program

Upcoming Programs

Thurs., Apr. 7, 9:30 am:

Assistant Town Manager Jess Knudson

Jess Knudson, Florence's Assistant Town Manager and Public Information Officer, will inform participants of important facts about the upcoming special election. Mr. Knudson will be available after the meeting to answer any Town-related questions

Sat., Apr. 16, 3:00 pm:

Desert Dance Theatre

This Tempe-based dance company will be performing *Step's Junk Funk*, a merging of percussion and movement arts.

Sat., Apr. 23, 1:00 pm: 0

Grave of the Fireflies

Join us for a short presentation about the rise of Japanese Animation in America, followed by a showing of this animated memoir of a boy and his sister trying to survive the hardships of World War II era Japan.

Sat., Apr. 30, 5:30 pm:

Fushicho Daiko

This group is Arizona's premier professional group performing *taiko*, an ancient musical art form that can be heard at shrines and temples throughout Japan.

Memorandum



To: Brent Billingsley, Town Manager
From: Bryan C. Hughes, Parks and Recreation Director
Date: March 23, 2016
Re: March 2016 Department Report

Parks Staff worked with Arroyo Fence to install a short wire fence and gate connecting Heritage Park and the new soccer fields along the western edge. Staff had been seeing evidence of vehicles driving through that area and in the new landscaping around the Aquatic Center and soccer fields. The gate will be locked and accessible by maintenance and emergency vehicles only.

The Future Forward Foundation presented a grant workshop taught by Dr. Bev Browning on Friday, February 26th, at the Library and Community Center. Fifty-seven individuals from various organizations in and around town participated in the workshop and staff received many compliments on the facility.

Parks and Recreation had an information booth at the 8th Annual Spring Festival at Anthem at Merrill Ranch on Saturday, March 8th. Staff was on hand to let people know about our programs, events, parks and facilities.



The Movie in the Park featuring “Murphy’s Romance” on Saturday, March 12th was a success, despite cooler temperatures that affected attendance. Those that braved the cold said they enjoyed the outdoor movie and that it was a great idea. This was the first movie geared towards an adult audience and the first held at the new soccer fields at the Aquatic Center.



The Easter Eggstravaganza was held on Saturday, March 19th at Heritage Park. Over 600 kids participated, gathering up 15,000 plastic, stuffed eggs! New to the event was a pancake breakfast served by the Pinal County Mounted Posse. Thank you to Mosaic Church of the Nazarene for coordinating the event with the Town, as well as a thank you to all our event sponsors.

The 150th Anniversary Ad Hoc Committee is meeting again on Wednesday, March 23rd, to continue to work on upcoming events. Discussions will begin to focus on Fall events.

The Parks and Recreation Advisory Board rescheduled their next meeting from Thursday, March 24th to Thursday, March 31st at the Library and Community Center.



The Road to Country Thunder event is scheduled for Saturday, April 2nd on Main Street in Historic Downtown Florence. The Town has been working closely with Country Thunder Music Festivals, KMLE Radio, the Pinal County Mounted Posse and the 100 Club of Arizona to coordinate this street festival. There will be five live bands and several 150th Anniversary related functions throughout the event.

The Aquatic Center is already gearing up for a busy summer! Lifeguards were interviewed and hired this month. We have an impressive group of returning staff, as well as several new staff that are eager to be a part of the team. Lifeguards went through their certification testing over Spring Break and will begin facility specific training and tasks on weekends next month. The Aquatic Center is scheduled to open on Saturday, April 30th with the “Spring into Summer Water Safety Day” event. Hours will be limited to select evening lessons and weekend open swim sessions until school ends in late May.

The Parks Staff wrapped up major renovations on the ball fields at Heritage Park and Little League Park to prepare them for the upcoming Little League season. Little League kicked off their season on March 16th with try-outs at Little League Park and practices began on March 22nd.



New Warning Track Mix and Distance Signs (Heritage Park)



New Infield Mix and Bases (Heritage Park)



New Infield Mix and Bases (Little League Park)



New Infield Mix and Bases (Little League Park)

**Parks and Recreation Department
Divisions Report
February 2016**

Recreation/Aquatics/Special Events Programs

Recreation Programs	Participants	Revenue	Notes
Baby Sitting Class			Canceled due to insufficient registrations
Before & After the Bell – Anthem	15	\$533.75	
Before & After the Bell – Florence	13	\$455.00	
Community CPR	0		Canceled due to insufficient registrations
Community CPR and First Aid	0		Canceled due to insufficient registrations
Healthcare Provider CPR	3	\$150	
Historic Home Tour	773	\$9,055	Special Event
Karate for Kids I (6-10)	0		Canceled; changed instructor
Karate for Kids II (11-17)	0		Canceled; changed instructor
Living Legends Softball 55's	0		Canceled due to insufficient registration
Living Legends Softball 60's	0		Canceled due to insufficient registrations
Living Legends Softball 65's	0		Canceled due to insufficient registrations
Living Legends Softball 70's	0		Canceled due to insufficient registrations
Pickleball Lessons	10		Free Program
Pooch Party	80		Special Event
World Cup Youth and Teen Soccer	63	\$2,453	
Open Gym (Adult)	160		Free Program
Open Gym (Teen)	46		Free Program

Facility Use Permits

Number of Facility Use Permits	Number of Bookings	Estimated Number of Participants	Revenue Generated
40	48	2,459	\$385.00

Fitness Center – Membership Package

Fitness Package Sales	Total	Revenue
Daily Fitness Pass		
Adult 6 Month		
Adult Monthly	69	\$1,242
Adult Annual	1	\$180
Sr. Annual		
Employee Pass	15	Free
Holiday Inn	5	\$75
Sr. 6 Month	1	\$60
Sr. Monthly	46	\$552
Youth Monthly	4	\$48
Total Memberships	141	\$2,157

Fitness Center – Classes

Program	Resident	Non-Resident	Revenue	Notes
Silver Sneakers Classic	12	0	\$60.00	
Stretch It Out	15	1	\$20	Included in Fitness Center membership
To the Core	12	1	\$10	Included in Fitness Center membership
Zumba	5	1	\$125	

- Estimated member sign-ins throughout the month: 891
- Total membership packages sold in February: 141
- Fitness Center revenue for February membership package sales: \$2,157
- Fitness Classes revenue for February: \$215
- Total February Revenue: \$2,372

Miscellaneous Revenue- 150th Celebration

Product	Total	Revenue	Notes
150 th Commemorative T-shirt	25	\$375	
150 th Commemorative Mugs	9	\$90	
150 th Commemorative Mouse Pads	9	\$45	
150 th Commemorative Banners	1	\$50	

Dorothy Nolan Senior Center

Programs	Participant	Type	Comments
Bible Study	24	Activity	
Bingo	90	Activity	
Birthday Cards	12	Service	
Staff cooked meals & Senior meals	118	Meals/Activity	
Breakfast	119	Meals/Activity	
CAHRA	16	Service	
Dinner Club	10	Meals/Activity	Black Bear Diner- Gilbert
Blood Pressures	14	Service	
Pinal County Food Box	44		
Dental Clinic	28		
Diabetic Presentation	20		
Fitness Center	9	Health	
Games	161	Activity	Backspace 3, Yatzee, Skipbo, Dominoes, Cards, Scrabble, Cribbage, Phase 10, Wii games
Guardian Angel Installation	0	Service	
Hair Cuts	1	Service	
Exercise Class	31	Activity	
Home-Delivered Meals	420to18-22	Service	
Knitting & Crocheting	23	Activity	
Lost Meals	46	Service	
Medicare Advocate	0	Service	Calls
Movie & Popcorn	5	Activity	
Rides Program	30	Service	157 trips to the Center, 3 errands, and 0 special events
Senior Donation Meals	33	Meals	
Senior Hot Topics	10	Activity	
Shopping	8/9/3	Service	Anthem/Coolidge/Dollar Store
Telephone Reassurance Program	0	Service	
Volunteer Hours	31@254	Service	
Building Use	841	Service	

Grief Support-5, Music-33, It's My Life/ Story of Hope-24, Pima Air Show/Museum-10, HWY Clean-up-12, Smart Driving-13, Taxes-109, Tech Savvy/1-1 Computer-11

Accomplishments:

The center served 405 meals to 50 participants; we had 3 new senior participants this month. We traveled 1,779 miles in the senior vans.



FLORENCE POLICE

Monthly Report – February 2016


Daniel R. Hughes, Chief of Police



425 N. Pinal St. □ P.O. Box 988

Florence, AZ 85132

Phone: 520-868-7681 □ Fax: 520-868-0158



“The men and women of the Florence Police Department stand firm in our pursuit for justice and public trust. We will stay true to our mission of providing service and safety to our community with honor, respect, and integrity. We are committed to providing fair and equal treatment to those we encounter.”

The information contained in this report outlines significant information and activity within the Florence Police Department (FPD) during the month of February 2016. The monthly report is prepared for the Town Council's review and furthermore for the use by FPD to examine the current activity within the department and community to identify short-term and long-term needs, and develop plans for improvement to provide the highest level of service.

Personnel

Employee	Position	Effective
<i>New Hire</i>		
None		
<i>Resignations/Terminations</i>		
None		
<i>Vacancies</i>		
1 full-time	Officer	Frozen
2 full-time	Public Safety Dispatcher	Open
2 full-time	Public Safety Dispatcher	Frozen

Chief of Police

Chief of Police, Daniel R. Hughes attended the following meetings during the month of February:

- Town Council Meetings
- Management Team Meetings
- Weekly FPD Administrative Meetings
- Purchasing Committee Meeting
- Fire and Police Communication Meeting
- Town of Florence Projects Meeting
- CAD (Computer Aided Dispatch) Meeting
- Country Thunder Incident Action Plan Meeting
- Block Party Anthem Union Center
- Caliente Casa Del Sol Parade
- Behavior Science Meeting
- Alliance to Combat Transnational Threat – Field Area 2 (ACTT FA-2) Planning Meeting
- Pinal County Law Enforcement Association (PCLEA) Meeting
- SWAT Meeting with Chief Henry, Pinal County Sheriff's Office

Officer Riccomini was made an acting sergeant do to Sgt. Sam Pankey's retirement

Administrative/Support Services

The Support Services area includes the following: Communications Division, Evidence and Property, Crime Scene Investigator, Records Division, Volunteers, and Departmental Budget/Finances.

The Support Services Manager (Deanna Husk) attended the following meetings/training during the month of February:

- Administrative Budget Meeting
- Communications Meeting with Fire Department

Monthly Activities included:

- Continued recruitment hiring, oral boards and testing for Public Safety Dispatcher vacancies.
- Continued work on website with IT Department.
- Worked on the restructuring of the Volunteer Program with Sgt. Morris.

Communications

The Communications Division has been working on the following:

- Continued testing for dispatch positions
 - Oral interviews with candidates
 - Pinal County PSAP meeting
 - Florence Fire Cue Card Project
 - Dispatch Supervisor will be attending “Mass Communications” training in Pinal County
-
-

Calls for Service

Below is a table that depicts the total calls for service handled by FPD dispatchers during the month of February. The numbers are shown by the incident locations and how the incident was reported.

How Calls Are Received, Totals by How Received				
	Beat 1	Beat 2	Beat 3	TOTAL
911 Line	54	15	21	90
Crime Stop Line	0	0	0	0
Officer Report	207	78	142	427
In Person	77	1	3	81
Radio Transmission	3	2	2	7
State TT/NLETS	0	0	0	0
Telephone	198	43	91	332
TOTAL	539	139	259	937

Average Response Time to Calls for Service

6 Month Reporting Period: May 2016 to Oct 2016

	Sep	Oct	Nov	Dec	Jan	Feb
Priority 1	5:16	3:25	3:22	3:42	3:51	3:52
Priority 2	5:00	5:00	5:40	5:09	5:05	4:37
Priority 3	12:42	11:12	8:55	19:36	13:15	17:47
Priority 4	13:07	13:41	8:03	21:07	9:35	11:56

Definitions:

- Priority 1 These priorities are those in which there is an imminent danger to life or major damage/loss to property or an in progress or just occurred major felony.
- Priority 2 These priorities are those in which a crime in progress might result in a threat of injury to a person, or major loss of property or immediate apprehension of a suspect.
- Priority 3 These priorities are those in which there is no threat of personal injury or major loss of property.
- Priority 4 These priorities are those of a report nature only.
-
-

February 2016 – Offense Count Index

Classification of Offense	Offenses	Unfounded	Actual	Offenses	Juvenile
CRIMINAL HOMICIDE	0	0	0	0	0
a. Murder/Nonneg Manslaughter	0	0	0	0	0
b. Manslaughter by Negligence	0	0	0	0	0
FORCIBLE RAPE	0	0	0	0	0
a. Rape by Force	0	0	0	0	0
b. Attempt Forcible Rape	0	0	0	0	0
ROBBERY	0	0	0	0	0
a. Firearm	0	0	0	0	0
b. Knife or Cutting Instrument	0	0	0	0	0
c. Other Dangerous Weapon	0	0	0	0	0
d. Hands, Fist, Feet, etc.	0	0	0	0	0
ASSAULT	6	0	6	5	3
a. Firearm	0	0	0	0	0
b. Knife or Cutting Instrument	0	0	0	0	0
c. Other Dangerous Weapon	0	0	0	0	0
d. Hands, Fist, Feet, etc.	2	0	2	1	0
e. Other Assaults – Simple	4	0	4	4	3
BURGLARY	2	0	2	0	0
a. Forcible Entry	0	0	0	0	0
b. Unlawful Entry/No Force	2	0	2	0	0
c. Attempt Forcible Entry	0	0	0	0	0
LARCENY – THEFT	8	0	8	1	0
MOTOR VEHICLE THEFT	0	0	0	0	0
a. Autos	0	0	0	0	0
b. Trucks	0	0	0	0	0
c. Other Vehicles	0	0	0	0	0
GRAND TOTAL	16	0	16	6	3
Clearance(s) by Adult Arrest	2				
Clearance(s) by Juvenile Arrest	3				

**All data presented in this report is tentative until monthly audit is complete

Property & Evidence

During the month there were 29 envelopes/packages involved in 28 incident cases submitted for processing by the Property and Evidence Section. The items are as follows:

- 23 were evidence items of which 6 were sent to the lab and 17 were stored
- 1 was for safekeeping and was released
- 5 were found property of which 5 were disposed in the DBIN

The items of evidence involved the following crimes are:

- 10 Drug Incidents
- 7 DUI
- 2 Sexual Misconduct
- 1 Weapon Conduct
- 1 Child Abuse
- 1 Assault
- 1 Homicide (assist to Glendale)

February 2016 – Property and Evidence Processing							
TOTAL PACKAGES	EVIDENCE STORED	SAFE KEEPING	FOUND PROPERTY	DISPOSAL	RELEASED	OUT TO OFFICER	SENT TO LAB
29	17	1	5	5	1	0	6
February 2016 – Submissions for Related Crimes							
DRUGS	DUI	SEXUAL MISCONDUCT	BURGLARY	CHILD ABUSE	ASSAULT	WEAPON CONDUCT	OTHER
10	7	2	0	1	1	1	1

Crime Scene Investigation

Monthly Activities included:

- The status of the Police Evidence Trust Fund bank account has four pending items involving \$1508.00. One item is pending RICO forfeiture totaling \$80.00, and the remaining are for safekeeping.
- Sixteen traffic incidents involved the seizure of 14 Arizona license plates and two licenses.
- Sixty eight items in 14 incident cases were purged from the February 2007 inventory according to the ten year evidence schedule protocol.
- Fingerprints were taken for 60 citizens by volunteers and the Property and Evidence Section. These included volunteers, employee applicants and private citizens.
- Twelve bicycles remain for either donation or auction.

The CSI position is still presently vacant with the resignation of the Evidence Technician in September 2015. Reporting henceforth will be included in the Property and Evidence Section.



Operations/Patrol

The Operations/Patrol Division is under the direction of Lt. Terry Tryon, and he has attended the following meetings during the month of February:

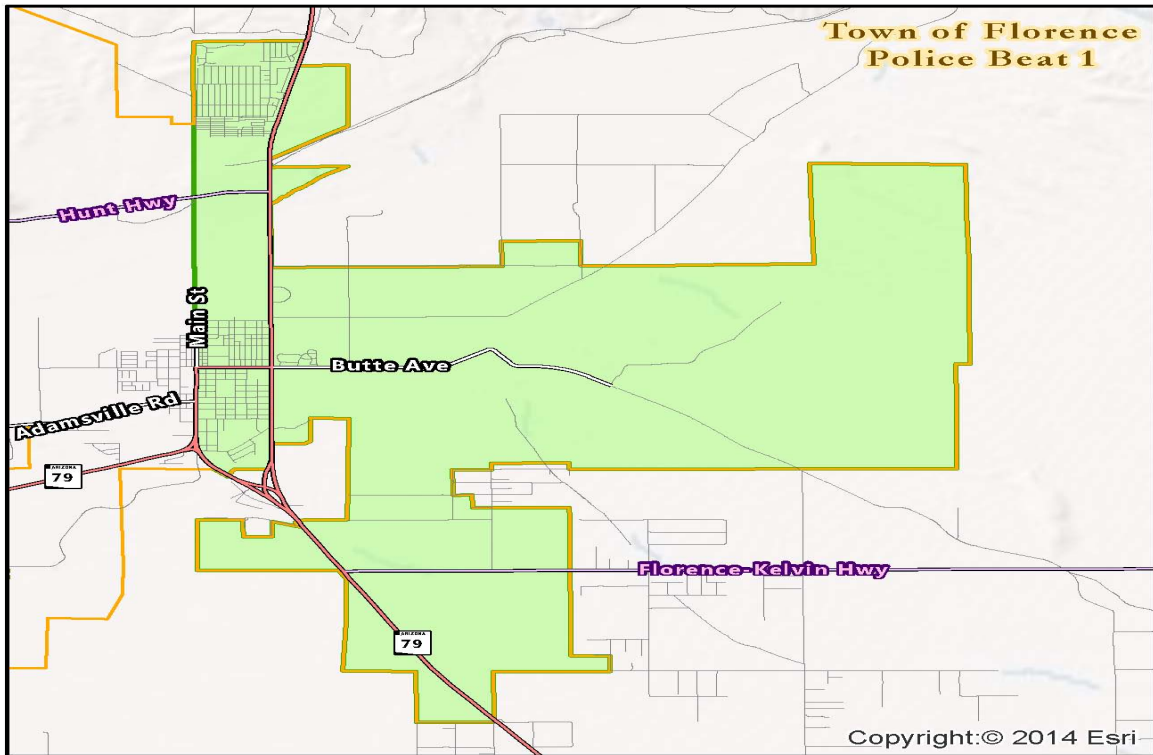
- Town Council Meetings
- FPD Management Team Meetings
- Weekly FPD Administrative Meetings
- Workflow Committee Meeting
- FPD Pre-Plan Review Meeting
- Forensic Peer Review
- Country Thunder Incident Action Plan Meeting
- Alliance to Combat Transnational Threat – Field Area 2 (ACTT FA-2) Planning Meeting

Criminal Investigations Unit

Number of new cases assigned in March:		4	
Observed Offense	Assigned Detective	Case Status	Notes:
Sex Abuse	L. Gaston	Closed	Charges Unfounded
Mental Health	L. Gaston	Closed	Information Subject still no found
Sex Offender	L. Gaston	Open	New Sex Offender in Town beginning notification process
Death Investigation	L. Gaston	Closed	Autopsy report Heroin & Alcohol
Number of cases carried over into March:		4	
Observed Offense	Assigned Detective	Case Status	Notes:
Aggravated Assault – Deadly Weapon	D. Helsdingen	Open	Suspects Identified, PC for arrest given to Coolidge PD. With file charges if not found
Child Abuse	L. Gaston	Closed	One Adult Arrested/ Probation Hold/ Charges Filed
Warrant Arrest	D. Helsdingen	Closed	Arrested suspect with felony warrant Officer Linderoth took disposition
Narcotics	D. Helsdingen	Closed	Assisted DPS Knock & Talk in CG regarding 20 pounds of cocaine found on traffic stop
Marijuana Transportation	D. Helsdingen	Closed	Sidewinder II assisted with the arrest of 2 UDAs transporting 500 pounds marijuana
False Reporting	D. Helsdingen	Closed	Traffic Accident-driver stated he was car jacked investigation single occupant charges to be filed
Fraudulent Schemes	D. Helsdingen	Open	Suspects Identified (Travelers) working with

			AZROC and AC's TASA for prosecution
Fraud Scheme/Vehicle Theft	D. Helsdingen	Open	Vehicle recovered per VTI suspects identified
Number of joint cases worked in March:		3	
Observed Offense	Assigned Detective Primary/Secondary	Case Status	Notes:
Sex Offense/Custodial Inference	D. Helsdingen/L. Gaston	Open	Sex Offense unfound/child recovered and returned/grandmother has mental health issues
Arson	D. Helsdingen/L. Gaston	Open	Victim was paid by Insurance Company working with AZROC for prosecution for Contractor violations
Sex Offender	D. Helsdingen/L. Gaston	Open	Identified subject out of status per sex offender registration criteria, if subject fails to register by 3/10/16 will be arrested
Other Activity:			
D. Helsdingen	Peer Review Hess Case		
D. Helsdingen	Meeting City Attorney & Attorney General		
D. Helsdingen	Gang Intel Meeting & GLO training Gila River		
D. Helsdingen/L. Gaston	Asset Forfeiture Training		
D. Helsdingen	Grand Jury x3		
L. Gaston	Child Forensic Interviews X3		
L. Gaston	Grand Jury x1		
L. Gaston	CART-FBI training Tucson		

Beat 1



Beat Statistics:

Beat 1 Supervisor – Sgt. D. Peterson
There are 7 officers assigned to Beat 1
Total number of calls for service (including traffic): 504
Total number of traffic stops: 133
Total number of accident reports taken: 10
Total number of citations issued: 33 with 52 offenses
Total number of DUI: 2

Crimes Against Persons

Aggravated assault: 2
Assault: 3
Sexual Assault: 2

Property Crimes

Burglary: 1
Criminal damage: 3
Shoplifting: 1

Theft: 4

Monthly Activities

In addition to normal patrol, officers conducted 153 Directed Patrols of businesses, apartment complexes, Florence Gardens and Caliente communities and the prisons.

Other than accidents, citations were issued for speeding (5), speeding in school zone (2), no insurance (3), and suspended registration (2).

Written warnings were issued for school zone infractions (4) and parking violations (2).

Community Involvement and Education

Officers have been monitoring the school zones on Butte Avenue and on Main Street. Many warnings have been issued along with a few citations for speeding in these school zones.

Special Events

2/13 - Historic Florence Home Tour attended by Chief Hughes, several officers and 1 volunteer. No incidents reported.

2/13 - Catholic Church Carnival attended by Sgt. Tatlock. No incidents reported.

2/14 - Florence Prison Run attended by Sgt. Peterson, 5 officers and 14 volunteers. No incidents reported.

2/27 - Caliente Spring Fling attended by Chief Hughes, Sgt. Peterson and Volunteer Milroy. No incidents reported.

Upcoming Special Events

War Birds over Florence on March 12th at 10:00a.m.. Remote control airplanes will be flown over Bohn Field just south of town on Route 79 (mile post 130).

Significant Calls for Service

Assault on E. Feliz St. - A male reported being struck with an object, possibly a rock or brick. The male sustained a laceration and lost a tooth. The victim refused to prosecute.

Assault on S. Orlando St. (Summit School) - A teacher reported that a student struck her in the face and arm. The teacher wished to prosecute, a Charge and Review was prepared and forwarded to the court.

Assault on E. Diversion Dam Rd (Juvenile Detention) - Three juveniles were in a physical altercation resulting in minor injuries. The juveniles were disciplined by the Juvenile Detention in-house. The investigation is closed pending further information.

Assault DV on S. Pinal Parkway Apartments - It was reported that an argument started due to a clogged toilet overflowing in the apartment. The adult male instructed his 8 year old stepson to clean up the mess with his hands. When the adult male was not happy with the cleaning, he started yelling at the 8 year old, eventually striking the boy. The male was arrested for striking his 8 year old stepson.

Assault DV on S. Main St. - A male and female who are currently roommates (boyfriend/girlfriend) were in a verbal argument during which time the male pushed the female into a wall which caused a minor injury to her arm. The male then struck the female with an open hand across the face. The male left prior to police arrival. An attempt to locate the male had negative results. The female requested prosecution. A Charge and Review was prepared and forwarded to the Court.

Sex Offense on S. Highway 79B apartments - A grandmother reported that her grandchild had been sexually assaulted by the boyfriend of the child's mother. After further investigation and all interviews were conducted the charges were determined to be false.

Sex Offense on N. Pinal Parkway Ave. (I.C.E.) - An inmate reported that while making his bed another inmate walked up behind him and pressed his groin up against his buttocks. Both males were fully clothed. The reporter notified Corrections Officers and documented the incident. The inmates were separated and are awaiting internal discipline.

Burglary on S. Highway 79B Apartments - A female reported that she returned to the apartment she had been staying at, with her boyfriend and another friend, and found the door unlocked and several items stolen. The stolen items included a Television, Game system with controllers and games and clothing (approximate value - \$791.00). The female stated that she believes her boyfriend removed all of the property without permission. The second female was contacted and reported that she was also missing 2 televisions (valued at \$1900.00). The second female stated that the "boyfriend" contacted her via Facebook. A snapshot of the message stated he was moving out and took all of his belongings and left the key on the table.

Theft on Jason Lopez Circle. A female reported that she parked her vehicle in the Superior Court parking lot. When she returned she noticed her door was unlocked and approximately \$15.00 was removed without her permission. The female stated that her seatbelt may have been hanging out the door and stopped it from closing when she left the vehicle. A check of security cameras did not reveal a suspect. No physical evidence was able to be retrieved.

Theft/shoplifting Circle K - Two females were reported to have stolen alcohol from the Circle K store. Both females were located and found in possession of the stolen items. One female was charged with shoplifting and the other with Theft. They have both been trespassed from the store.

Theft on San Carlos St. - A male reported three guns stolen from a safe at his residence. The guns were in a locked safe with the only key in the reporter's possession. The male did not have any information (description, serial number, make, model or value) about the guns except that one was a 12 gauge, one was a .45 handgun and one was a .22 rifle. There was still one .22 rifle in the safe. The responding officer showed the reporter how to record and document his property and also showed him how to take photos with his cell phone of the item and the items serial numbers. The reporter stated he does not know when this may have occurred because he rarely opens the safe.

Theft on S. Desoto St. - A male reported that a female was visiting him at his home and when he left the room for a short time she left the residence. The male then checked his belongings and noticed that \$700.00 in cash was missing. He tried to locate the female but was unsuccessful. A

check of the area for the identified woman met negative results. The woman is being looked for to be interviewed as either a witness or suspect, as she was not actually observed taking the property.

Criminal Damage at Hwy 79B Apartments – A male and female arrived home to their apartment, when they tried to open the door, the door and frame fell to the ground. The officer observed a crack around the door frame. The male and female checked the home with the officer and determined nothing was stolen and there were no other signs of entry. The damage was estimated at \$20.00.

Criminal Damage on Park St. - The Principal at the Florence K-8 reported that the window on the cafeteria door was shattered. The window was still in the frame of the door and no rocks or other objects were observed in the vicinity. There are no surveillance cameras in this area of the school. The Principal estimated the damage at \$500.00. There are no suspects at this time.

Criminal Damage on Diversion Dam Road – A Juvenile detention employee reported that an incarcerated juvenile had damaged some property. The juvenile had just completed a visit with his mother and returned to his room. At that time the juvenile punched a hole in the wall and kicked the wall leaving a mark. The responding officer completed a Juvenile Referral. Damaged property valued at \$300.00.

Significant traffic incidents: 8 Traffic Accidents, 2 Private Property Accident.

Accident w/ no injuries - S. Main St. at Florence Heights – A vehicle that was eastbound on Hwy 287 passed the stop sign and struck a vehicle that was southbound on Main St. A report was prepared and information exchanged.

Accident w/ no injuries - Bailey St. at Butte Ave – A vehicle was southbound on Bailey St. passed the stop sign and struck a vehicle which was westbound on Butte Ave. The at-fault driver was arrested for DUI.

Accident w/ injury - A vehicle which was eastbound on Florence Heights Blvd. passed the stop sign and struck a motorcycle which was southbound on Pinal Parkway Ave. The motorcyclist was removed by ambulance with minor injuries. The at-fault driver was cited for passing a stop sign.

Accident w/ injury - A vehicle exiting the Taco Bell parking lot onto Pinal Parkway failed to stop before entering Pinal Parkway striking a southbound vehicle. The injured party was removed to the hospital with minor injuries. The at-fault driver was cited.

Accident w/ no injury - Two vehicles were eastbound on Florence Heights Blvd. approaching Pinal Parkway. Vehicle one stopped at the stop sign and then moved out past the stop sign to see oncoming traffic. The second vehicle then drove into the rear of vehicle one. A report was prepared for minor damage and no injuries.

Accident w/ no injuries - Hunt Hwy at Hwy 79 – A vehicle that was eastbound on Hunt Highway passed the stop sign and struck a vehicle that was northbound on Hwy 79 and attempting to turn left onto (westbound) Hunt Highway. There were no injuries reported and the at-fault driver was cited for passing the stop sign.

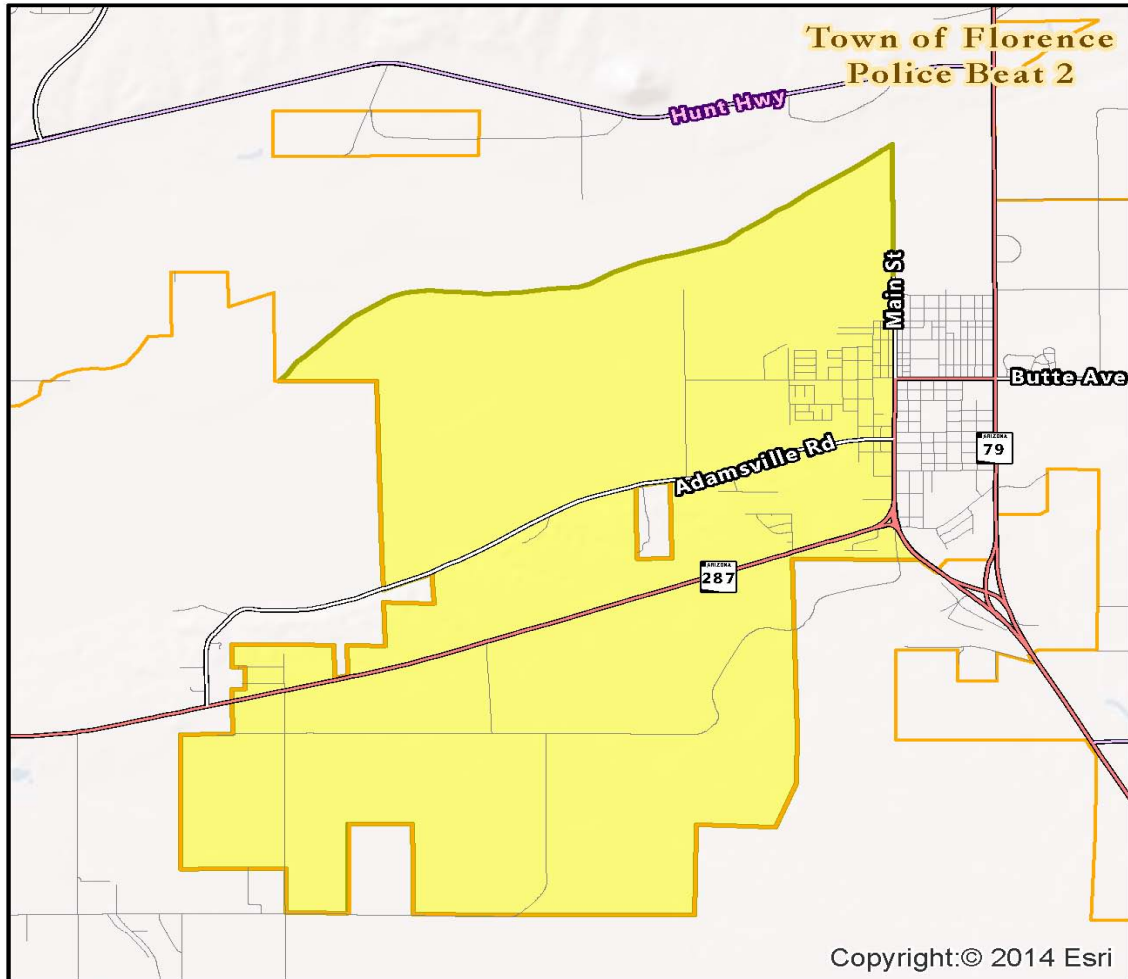
Accident w/ injury - A vehicle exiting the Dollar general parking lot and a vehicle exiting the Taco Bell parking lot, both onto southbound Pinal Parkway Avenue, went into their respective lanes. At that time the vehicle in the left lane attempted to turn right onto Ruggles Road and struck the second vehicle which was in the right lane. The driver of the second vehicle was removed to the hospital with a complaint of pain. The at-fault driver was cited.

Accident w/ no injury - A motorist stopped on N. Pinal Parkway (McDonald's restaurant) to report that her vehicle was struck while unattended at the Florence High School student parking lot. The vehicle had damage to the front bumper. The second vehicle apparently left the scene and was not identified.

Training

Officers received in house training on policy during briefings. Officers also received training on conducting High Risk Traffic Stops.

Beat 2



Beat Statistics

Beat 2 Supervisor – Sgt. D. Campbell

There are 6 officers assigned to Beat 2

Total number of calls for service (including traffic): 125

Total number of traffic stops: 65

Total number of accident reports taken: 2

During the month of February 2016, two reported private party accidents were reported with no injuries. The responding officers completed reports and issued the drivers the necessary information (license, registration and insurance and the report number).

Total number of citations issued: 15

Citations were issued for speeding, expired registration, vehicles not having mandatory insurance, passing a stop sign and driving without a license.

Total number of DUI: 1

Property Crimes:

Criminal Damage: 2

Theft: 1

Crimes Against Persons:

None

Monthly Activities

Officers conducted 120 Directed Patrols during the month. These patrols are conducted to detect and/or deter criminal activity. Directed Patrols were conducted regularly at Heritage Park/Territory Square Park, The Silver King/Padilla Square Park, McFarland State Park, Desert Palms Apartments, Florence High School and The Holiday Inn. Officers contacted employees during hours of operation. During off hours locations were checked for secure windows and doors.

Patrol Officers issued written warnings to various citizens due to parking violations. Once the citations were written, corrective action has been taken by the home-owner.

Community Involvement and Education

Officers have been conducting directed patrols of the schools, school grounds and parking lots. Officers have been monitoring traffic in the areas surrounding the school. Officers have also been monitoring the school crosswalk areas which resulted in one citation for speeding in a school crosswalk. Officers have also been checking businesses along Main Street and at the Holiday Inn.

Officers continued to patrol the campus and ensure the buildings were secure with no signs of criminal activity.

The Florence Police Department continues to use Nextdoor, which is designed to improve the relationship with and within the community. This site which has been formed to “make our neighborhoods stronger and safer” has been used successfully in several cities/towns across the country.

During the month of February, Florence Police Department conducted stationary surveillance on suspected drug houses. All alleged locations have been plotted and information provided to all shifts.

Special Events

None

Upcoming Special Events

None

Significant Calls for Service

Foot Pursuit - Florence Police Department conducted a traffic stop on a vehicle for failure to have headlights on during the evening hours. During the traffic stop, a female subject fled from the vehicle and was ultimately captured. During a want's/warrant check the female was wanted on two separate warrants issued from Pinal County Probation and Coolidge, Arizona Justice of

the Peace. During the investigation, the driver showed signs of impairment and was arrested for driving under the influence of drugs.

Criminal Damage - Florence Police Department responded to North Peacock Trail and contacted a local farmer. During the investigation, approximately 400 gallons of fertilizer was released from a container. The total loss was estimated at \$400.00 dollars. FLPD processed the scene to include photographing shoe impressions in the dirt. At this time there are no leads.

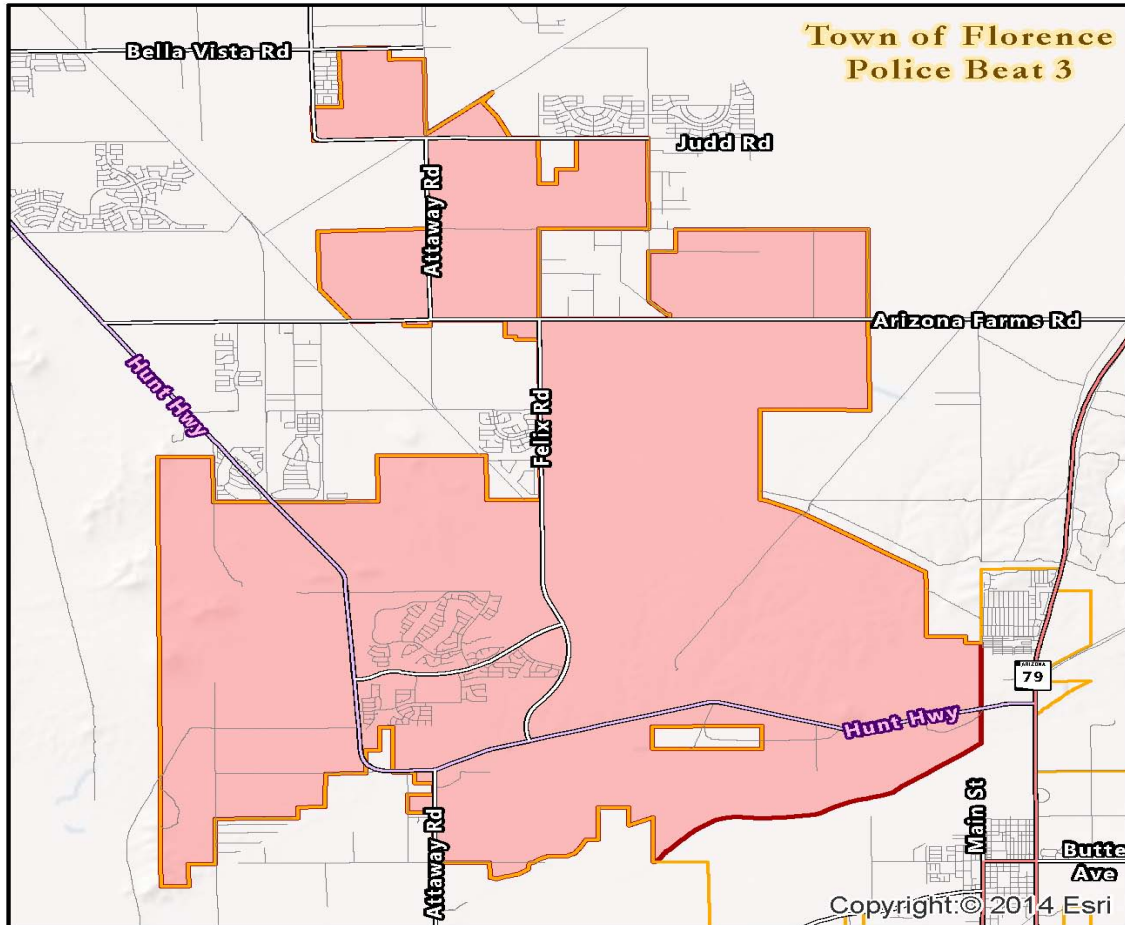
Sex Offense - Florence Police Department contacted a reporting party who had possible information of a sexual assault that occurred. During the investigation, the step-father was taking pictures of his daughter and the biological father was concerned with his actions. This case was turned over to Florence Police Department Detective Division for follow-up. During the follow-up, the case was found to be unfounded.

Criminal Damage - Florence Police Department responded to South Willow Street reference criminal damage. FLPD arrived on scene and determined a back entry gate was kicked in and the lock was broken. The reporting party did not observe anything missing nor additional damage to his property.

Training

During the month of February officers attended training provided by High Intensity Drug Administration in the course work of Asset Forfeiture.

Beat 3



Beat Statistics:

Beat 3 Supervisor – Sgt. S. Morris

There are 7 officers assigned to Beat 3

Total number of calls for service (including traffic): 244

Total number of traffic stops: 113

Total number of accident reports taken: 2

Only 1 private property accident and 1 non-injury accident occurred in Beat 3 this month.

Total number of citations issued: 41

Total number of DUI: 0

Property Crimes:

Burglary: 2

Criminal Damage: 2

Crimes Against Persons:

Assault: 2

Monthly Activities

For the month of February, the total calls for service was 244, compared to 374 in January. A 34.75 % decrease. A total of 286 directed patrols were conducted.

The Juvenile Detention Log was completed as required by state law. The Florence Police Department detained one juvenile for the month of February.

Community Involvement and Education

The Beat 3 officers continue to look for code enforcement violations and have started enforcing parking violations. No citations have been given at this point, just verbal warnings to educate the public.

Special Events

None

Upcoming Special Events

Anthem Spring Fling on March 5th.

Significant Calls for Service

Sgt. Pankey passed away at his residence on W. Pleasant Oak Way on February 11th.

W. Millerton Way – A juvenile female has been having issues with her father, and this has resulted in several calls for service at the residence. Two calls involving domestic violence, in which the father was arrested, and the daughter for running away. She has been located each time.

N. Felix Rd. - Unknown subjects damaged the water trough for cattle near the Pulte Construction Office.

N. Hudson Dr. – The R.P. stated that she is missing a 9mm handgun from her vehicle. No suspects or witnesses. This occurred sometime last year while they were on vacation. Serial number provided to be entered into NCIC as a stolen weapon.

W. Rushmore Way – Unknown subjects used blue paint to put handprints and spray paint all over the exterior of his residence, including the garage door, front door and walls of his house. He is also missing 6 window screens. The homeowner made repairs to the residence.

Hunt Hwy. and Felix Rd. – Subject reported that someone damaged the fence and gate to his property. The suspects are unknown at this time.

Training

Policies and procedures manuals reviewed in briefings.

K-9 Unit

One officer is assigned to the K-9 Unit. A total of 4 vehicle stops were performed during the month which resulted in 1 K-9 utilization, 1 vehicle hand search, and no narcotic seizures.

Significant K-9 Incidents

None

Other K-9 Activity

K9 Guilin attended weekly K9 detection along with the Pinal County Sheriff's Office K9 Unit. During the four hour block of detection, K9 Guilin's service dog detected marijuana, cocaine, methamphetamine and heroin without incident.

K9 Guilin responded to (26) calls of service within Florence, Arizona. During the month of January, K9 Guilin conducted 4 traffic stops with two deployments for his K9 partner Russ. Florence Unified School Searches cancelled for the month of February 2016.

K9 Guilin participated in the annual Pooch Party in Florence, Arizona. During this time K9 Guilin answered citizen questions to include displaying his K9 during behavioral training.

VOLUNTEERS

The Florence Volunteers worked 212.50 hours for the month of February. There were a total of 11 volunteers that donated their time this month. They attended the monthly TRIAD meeting, which deals with the elderly, as well as the Guardian Angel program.

Volunteers assisted with the Hells Angels Prison Run and the Caliente Spring Fling Parade. They continue to assist the Police Department with fingerprinting, front desk reporting, funeral escorts, and any special events hosted by the Town of Florence. Roberta Horton attended training for Impound Hearings at the Pinal County Sheriff's Office. In March, five volunteers from the Victim Services Unit will attend (2) days of training in Apache Junction.

Funding Updates/Az Governor's Office of Highway Safety

The Department reported the following to the Governor's Office of Highway Safety: 329 contacts or stops (this is down from January by 191), 1 misdemeanor DUI arrest, 1 DUI drug arrest, 35 civil speeding tickets and 83 other citations.

- Civil: 85
- Criminal: 33
- DUI: 1
- DUI Drugs: 1

DUI (Driving Under the Influence) Task Force monthly sustained activity reported to the Governor's Office of Highway Safety:

- Number of details worked: 0
- Number of officers worked: 0
- Number of hours worked: 0
- Number of vehicles stopped: 0

Training

Efforts are continually made by training staff to incorporate and provide quality training to all FPD officers. FPD staff has worked diligently to reduce training costs by providing required internal training.

Below was in-house training

The Department provided High Risk Stop Training to 11 officers. This training took place on February 24, 25 and 27th in the Anthem substation, and the field training was performed on the nearby streets.

Outside training provided

Detective Helsdingen and Officer Guilin attended Gang Training from Gila River Indian Reservation.

Officers Riccomini, Phillips, Horn, and Voight attended Asset Forfeiture Training provided by AZ HIDTA Training Facility.

Officers Riccomini and Phillips attended training provided by a vendor supplying ASP equipment for police. The report back from both officers was this training was excellent and very

intense using the red man suit. The officers will provide information to the entire department through briefings.

Traffic

Total number of Citations issued for the department: 92 for 131 violations

Directed Patrols

The Police Department conducted 559 Directed Patrols during March. Directed Patrols are a proactive, police-initiated, approach which focuses patrol resources on the places with highest risks of serious crime to increase crime prevention. Statistics have proven that an increased proactive patrol in high crime areas has decreased crimes.

**Town of Florence Public Works Department
Monthly Report
March 2016**

Administration

- Diversion Dam and SR 79 Intersection Project assessed to maximize the design and timeline. Working with ADOT, San Carlos Irrigation District, Southwest Gas, Pinal County, Willdan, RK Sanders, and other to identify next steps. Southwest Gas working on the site now to relocate gas line in ADOT right-of-way. Meeting with all parties the first week of April to identify a unified plan.
- Modifying operations to process work more efficiently.
- Identified equipment no longer needed to go to auction, pending Town Council approval.
- Cleaning up the Public Works building and yard to maximize productivity and relieve congestion.
- Promoted Dan Cisco from Maintenance Worker III to Interim Public Works Superintendent.
- Working on finalizing the design for improvements to Well #5 site. Future improvements include booster pumps and Tank 5b. Design is 90% completed.
- Supervisory Control And Data Acquisition (SCADA) system in final steps of being implemented. SCADA system allows for remote monitoring of our utility facilities.

Engineering

- Met with Pinal County to review solution to drainage issues at the Attaway/Judd intersection caused by county flooding.
- Met with Cox communication to relocate communications line on south side of McDonald's on Diversion Dam Road.
- Reviewed drainage issues at intersection of Geib Street and Centennial Park. Found it to be basically runoff from private and county property. Cairo Engineering to do storm drainage recommendations adjoining property owner to dedicate right-of-way. San Carlos Irrigation and Drainage District to discuss with property owners, and Town to investigation restoration of area to protect utility lines and possibly code enforcement. SCIDD offering design to adjacent property needed and grading plan of undeveloped areas.
- Receiving proposal for East 1st Street Reconstruction, activities include water line, water service installations and street alignment.
- Assistance continued with APS and Johnson Ranch Estates developer with Florence Flood Control District in regards to easement of power line for service to development as well as water supply input to southeast utilities.

- Westernmost Con-Arch Bridge over Merrill Ranch Parkway had noted deficiencies to be analyzed; report received from Pulte Engineer and awaiting comments.
- Low water pressure in Florence Gardens area attributed to lack of attention to Design Report for North Tank Project. Long-term resolution in design consisting of upgrading booster pumps, adding looped water distribution line, and resurrecting existing water line capacity. Proposals received and design approval by Council Action. Booster pump design is 100% complete with solicitation of contractor proposals.
- Street lighting deficiencies noted in Anthem, Pulte to revamp lighting after resolution of locations, locations being identified. Unit 9 streetlight installed on W. Admiral being reviewed by Town.
- Engineering analysis started of vehicle canopy at Public Works yard due to deterioration of structure, proposals received.
- Received five (5) task order proposals from Lee Engineering concerning streetlights/signalization at a) Hunt/Attaway intersection, b) Hunt/SR79 intersection, c) Felix/Hunt Highway, and d) preemption signals on Butte and SR79/Main intersections.
- Reviewed draft plan of South Wastewater Treatment Plant expansion and costs were extremely exorbitant requiring purchase of additional land. Provided direction to Engineer to formulate alternate Master Plan as an option at no additional cost, evaluation proceeding on Membrane Bioreactor process; Headworks, UV system and influent pipe being evaluated under preliminary design of plant upsizing.
- Acquired the services of EPS Group to perform Town Engineer responsibilities through June 30, 2016.
- Made administrative approvals to improvements proposed by Pinal County at the 1891 Courthouse.
- Awaiting final design for the Diversion Dam Road and SR 79 Intersection Project from Willdan.
- Awaiting submittals from Circle K for the proposed new site on South Main.
- Working on proposed solution to Florence Heights Drive to address road, drainage, and ROW needs.

Streets

- Installed 100' of 15" concrete pipe on South Central at the High School. Backfilled and placed asphalt over 50'x5' trench. Shot in grades for catch basin at this location.
- Pothole patch streets throughout TOF limits as needed.
- Watered Rodeo Grounds for upcoming Rodeo (6 loads).
- OSHA inspection.
- Put up new Town banner on the North and South ends of Main Street.
- Cleaned PW shop and yard.
- Crack sealed 500' on Merrill Ranch Parkway. Crack sealer broke down. New parts ordered and repairs made.

- Forklift training and certification completed by some PW staff. Another training coming up for outstanding staff.
- Assisted with proof roll and inspections in Anthem.
- Assisted Parks and Recreation with moving dirt from Little League Field to Heritage Park.
- Formed and prepped a 10'x10' area for Police Dog kennel.
- Assisted Facility Maintenance by providing personnel to complete work orders.
- Crews worked on cleanup, mowing, spraying weeds, storm drain cleaning and trimming trees in the right of ways.
- Provided storm drain location markings for Blue Stake requests.
- Assisted Cemetery Division with cemetery inquiries and burials.
- Performed scheduled street sweeping.

Fleet Maintenance

- Performed preventative maintenance on 5 Town vehicles and made various repairs on 21 Town vehicles.

Facility Maintenance

- **HVAC:** Received two options for the unit in Suite 202. Option one is \$6,197 for replacement of the Air Handler. Option 2 is for a complete system with condenser and air handler for \$8,136. I will be requesting a third option to replace just the coil.
- I have requested and received updated proposals from E&JC HVAC, Spectrum HVAC and AI and Riley's HVAC for PM Services. I will be forwarding the info to Finance.
- **Repairs on PD Evidence Fire Suppression - American Fire:** (pending) American Fire provided a quote for repairs and came out to perform the work. They discovered the system was in operation but not installed to manufacturer's specs. They have provided a second quote.
- **Loss Control Walkthrough:** There are 4 remaining items for correction. Ray White will be looking into the railing behind Town Hall. I have forwarded the recommendations for resolving the mezzanine issue to John Kemp. Bryan Hughes is gathering estimates for the railing on the spectator stands at the little league park.
- AMERESCO was asked to re-evaluate the components of the project that would yield the quickest, highest return and bring back info to the Town.

Sanitation

- Corresponded with Contractor Administrator and RAD on commercial, non-commercial and other accounts.
- Completed commercial service reconnaissance for sanitation services.
- Brush was hauled to the Transfer Station.
- Sold 50 old TOF containers to City of Coolidge.

Cemetery

- Twenty (20) inquiries on cemetery plots were discussed.
- There were seven (7) lots sold.

Utilities - Water

- Garney Construction is completed with the Storage Tank and Booster Pump project. There are issues regarding filling the tanks together. The Altitude Valve is not working correctly due to the level changes in the old tank. Corrective actions are being discussed. Warranty documents have been signed and sent to Waterworks.
- New fire hydrant maintenance program continues. All hydrants will be tested and repaired if needed. We will coordinate our efforts with John Kemp. The Fire Department is going to begin flushing hydrants the week of the 21st. Work orders are being processed for repairs on damaged hydrants. Repairs will be scheduled accordingly. New hydrant installed at 120 N. Central. Hydrant at 70 N. Central is in the process of being removed.
- Issues regarding the disinfection at Well 3B are not being corrected under warranty. Apparently the contractor is going out of business. All repair items are still being sent to their attention. Pipe repairs are now being handled in house. A record of all parts and labor costs are being kept.
- Crew repaired water main leak behind NAPA. We have received the parts to complete this project. The project was completed on March 23rd.
- Creating new list of projects regarding the wells and distribution system.
- Raised 2 hydrant valves on Cochise Blvd. in Florence Gardens.
- Pinal County water meter move has been completed. Meter is now above ground.
- Grade work at Well #1 has been completed. Cleanup at all well sites continues. Replaced a section of pipe that was leaking at Well #1. We also added a reducer and a new 8" valve.
- Creating new list of projects regarding the wells and distribution system.
- Check valve has been installed at the Winery. This will prevent spills on the property in the future.
- Forklift training and certification completed by Billy Martell and Jesse Mejia. All other Utilities employees will attend the next training.
- Working on the Annual Water Report, due March 31, 2016.
- Temporary repair was made to the packing adjustment on the remaining operational booster pump at Well #5. The replacement of these booster pumps is critical to the operation of the system. EUSI and the Town Manager have been notified of this problem and are currently working on a solution.
- Chlorine feed lines for the booster pumps at Well 3B have been replaced.
- Installed new water tap at 3709 Colorado Ave. The customer will use this tap for irrigation purposes.

Utilities - Wastewater

North WWRF

- Installed Recirculation Pump (wk. 2/26/16)
- Installed Mixer zone 1 (wk. 2/26/16)
- Installed new auto dialer/w power failure- (wk. 2/26/16)
- Repaired and cleaned 20 air diffusers. (wk. 2/26/16)
 - Met with EUSI to go over plant changes and recommendations. (wk. 2/26/16)
- Started adding ALUM as settling aid within Clarifier
- Increased wasting rate
 - Met with EUSI to go over plant changes and recommendations. (wk. 3/4/16)
- Worked with electrician on finishing electrical panel cleanup on EQ tank/golf course pump clean up. (wk. 3/4/16)
 - Reconfigured floats to run pumps at different level to help with equalizing flow through North Plant. (wk. 3/4/16)
 - Connected float control to auto dialer. Run one pump in hand-second pump controlled by in the case of high level condition which will call out to operator to notify of high level condition in tank.(wk. 3/4/16)
 - Need new starter for blower #2-getting electrical quote to fix.
 - Sending in old mixer to see if it can be repaired.
- Worked with EUSI checking DO throughout the reactor zones. (wk. 3/4/16)
- Worked with EUSI identifying flow patterns of the North Plant Influent into tanks. (wk. 3/4/16)
- Designed new log spreadsheet to more accurately capture essential components of plant operation.(Used to help streamline compliance reporting)

South WWRF

- Biosolids Report sent out on 2/18/16
- DMR- MOR Sent out on 2/26/16
- Installed Spill containment in CL2. (wk. 2/26/16)
- Post EQ clean out-Pump rented (\$2800.00) to assist with moving water due to plugged EQ pump baskets (wk. 2/26/16)
- SBR Action Plan- Lowered SBR #3 to 12' decant level. All Parameters are within targets (wk. 2/26/16)
- Started new MDL for low level CL2. (wk. 2/26/16)- Projected to be completed on 3/11/16
- Compiled all paperwork for TRC sampling over the last 120 days-Will send out with completed MDL (wk. of 3/4/16)
- Met with EUSI to discuss EQ options - Looking at both submersible and self-priming pumps. (wk. of 3/4/16)
 - Met with Phoenix pump
 - Met with Pump Systems
 - Met with JCH

- Met with EUSI to discuss(wk. of 3/4/16)
 - SBR #3 MOPO/Action Plan
 - Amended Draft APP
 - Consent order item status
- Designed new log spreadsheet to more accurately capture essential components of plant operation.(Used to help streamline compliance reporting (wk. of 3/4/16))
- Budget review- requested proposed budget from Gabe. (wk. of 3/4/16)
- Reviewed South Master Plan document (wk. of 3/4/16). (Will discuss with Brent, Paul, Kris next week.)
- Acquiring additional quotes for Influent Lift Station (wk. of 3/4/16)
- Drafted two RCA's with Presentations- Will review with Brent next week. Influent Lift Station Pumps & WAM Secondary Screen Replacement/Install (wk. of 3/4/16)
- Met with David Elliot regarding safety training. Going to work with David drafting safety program for department using existing resources. (wk. of 3/4/16)

Administrative

- Continue to work on new SOP's Completed,
 - Auto dialer
 - North plant emergency bypass,
 - New Spreadsheet Data Entry
- Staff Training completed (3 PDH's):
 - Chemical Spills
 - Basic Operations Training
 - LOTO
- Wet Testing scheduled for Week of 3/11/16