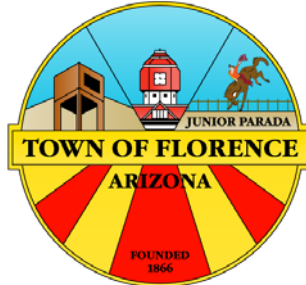


**\*\*\*CORRECTED AGENDA\*\*\***

**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](http://www.florenceaz.gov)  
Meet 1<sup>st</sup> and 3<sup>rd</sup> Mondays

**Monday, October 17, 2016**

**6:00 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, October 17, 2016, at 6:00 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. MOMENT OF SILENCE**

**4. PLEDGE OF ALLEGIANCE**

**5. CALL TO THE PUBLIC**

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

**6. PRESENTATIONS**

- a. Introduction of the 2016/2017 Town of Florence Information Technology Interns. (Trenton Shaffer)
- b. Proclamation declaring October 16 – 22, 2016 as National Friends of Libraries Week. (Mayor Rankin)
- c. Presentation from the 150<sup>th</sup> Anniversary Ad Hoc Committee. (Mayor Rankin and Bryan Hughes)

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

- a. Approval of the purchase of traffic signal equipment from Sierra Transportation and Technologies, in an amount not to exceed \$69,416.43. (Chris Salas)
- b. Approval of the Coolidge-Florence Elks Lodge Special Event Liquor License application to the Arizona Department of Liquor Licenses and Control, for a Sun City Anthem private event, to be held on October 21, 2016. (Lisa Garcia)
- c. Authorization to enter into a contract with Creative Paving Solutions, LLC, for sandblasting and sealing improvement on Main Street, between Ruggles and 12<sup>th</sup> Street, in an amount not to exceed \$40,000. (Chris Salas)
- d. Authorization to enter into a Lease Agreement between the Town of Florence, and Weagant Law Offices, PLC, for the Brunenkant Building. (Jennifer Evans)
- e. Proclamation declaring October 2016 as National Community Planning Month. (Mark Eckhoff)
- f. Approval of the September 6 and **September 19, 2016** Council minutes.
- g. Receive and file the following board and commission minutes:
  - i. June 29, 2016 and August 31, 2016 Historic District Advisory Commission minutes.
  - ii. June 15, 2016 Library Advisory Board minutes.
  - iii. July 7, 2016 Planning and Zoning Commission minutes.

**8. NEW BUSINESS**

- a. Discussion/Approval/Disapproval of a contract to AJP Electric Inc., for the construction of the future traffic signal, to be located at the intersection of Hunt Highway and Attaway Road, in an amount not to exceed \$101,520.90. (Chris Salas)
- b. Resolution No. 1602-16: Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE TOWN OF FLORENCE FY 2016-2017 EMPLOYEE CLASSIFICATION PLAN. (Scott Barber)

**9. TOWN MANAGER'S REPORT**

**10. CALL TO THE PUBLIC**

**11. CALL TO THE COUNCIL – CURRENT EVENTS ONLY**

## **12. ADJOURN TO EXECUTIVE SESSION**

An Executive Session will be held during the Council Meeting for the purpose of discussions or consultations with designated representatives of the public body and/or legal counsel pursuant to A.R.S. Sections 38-431.03 (A)(3), (A)(4), and (A)(7) and to consider its position and instruct its representatives and/or attorneys regarding:

- a. Regarding Arizona Department of Environmental Quality proceedings.
- b. Regarding potential agreements and pending or contemplated claims involving land use and easements in the Town.
- c. Regarding condemnation case filed by Southwest Environmental Utilities LLC, Case No. **CV 201601374**.
- d. Regarding contract negotiations on the Town's allocation from Central Arizona Project.

## **13. ADJOURN FROM EXECUTIVE SESSION**

## **14. ADJOURNMENT**

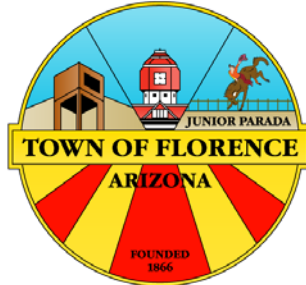
Council may go into Executive Session at any time during the meeting for the purpose of obtaining legal advice from the Town's Attorney(s) on any of the agenda items pursuant to A.R.S. § 38-431.03(A)(3).

POSTED ON OCTOBER 13, 2016, BY LISA GARCIA, TOWN CLERK, AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA, AND AT [WWW.FLORENCEAZ.GOV](http://WWW.FLORENCEAZ.GOV).

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# 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  
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Meet 1<sup>st</sup> and 3<sup>rd</sup> Mondays

**Monday, October 17, 2016**

**6:00 PM**

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**2. ROLL CALL:** Rankin \_\_, Walter \_\_, Woolridge \_\_, Hawkins \_\_,  
Guilin \_\_, Anderson \_\_, Wall \_\_\_\_.

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- a. **Introduction of the** 2016/2017 Town of Florence Information Technology Interns. (Trenton Shaffer)
- b. **Proclamation declaring** October 16 – 22, 2016 as National Friends of Libraries Week. (Mayor Rankin)
- c. Presentation from the 150<sup>th</sup> Anniversary Ad Hoc Committee. (Mayor Rankin and Bryan Hughes)

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

- a. **Approval of the** purchase of traffic signal equipment from Sierra Transportation and Technologies, in an amount not to exceed \$69,416.43. (Chris Salas)
- b. **Approval of the** Coolidge-Florence Elks Lodge Special Event Liquor License application to the Arizona Department of Liquor Licenses and Control, for a Sun City Anthem private event, to be held on October 21, 2016. (Lisa Garcia)
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	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u></b> <b>6a.</b>
<b>MEETING DATE:</b> October 17, 2016  <b>DEPARTMENT:</b> Information Technology  <b>STAFF PRESENTER:</b> Trenton Shaffer, Interim I.T. Manager  <b>SUBJECT:</b> Information Technology Student Internship Program	<input type="checkbox"/> Action <input checked="" type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <ul style="list-style-type: none"> <li><input type="checkbox"/> Regulatory</li> <li><input type="checkbox"/> 1<sup>st</sup> Reading</li> <li><input type="checkbox"/> 2<sup>nd</sup> Reading</li> </ul> <input type="checkbox"/> Other	

**RECOMMENDED MOTION/ACTION:**

Introduction of the Information Technology Student Internship Program and students currently participating.

**BACKGROUND/DISCUSSION:**

This discussion is intended to provide Council with information about the Information Technology Student Internship Program, as well as introduce both students participating in the program to Councilmembers.

The Town of Florence Information Technology Department was looking for ways to collaborate with Florence High School regarding its Government Access Channel (channel 11) broadcasting needs. Through the month of September 2016, the I.T. Manager and Deputy Town Manager had open discussions with Florence High School staff members to determine the best course of action. It was determined the best partnership would be to utilize student interns that were participating in the High School multimedia broadcasting class.

This is a mutually beneficial relationship, the Town of Florence will benefit from the expertise of students who are specializing in multimedia and studio recording techniques, and the students will benefit from the opportunity to directly apply their training by providing professional programming to the Town audio/video broadcasts.

In addition, it was agreed to allow the Town of Florence full access to the Florence High School Media Studio. This professional studio provides a high quality green screen, soundproofing, optimal lighting, and a teleprompter. This studio will be utilized to provide additional audio/video programming capabilities that were previously not available to the Town.

The range of projects that student interns could be involved will vary depending on the needs of the Information Technology Department. Primarily, they will be focused on

updating and providing additional programming for Channel 11 in addition to providing assistance with audio/video recording and broadcasting of Town meetings.

The first student, Ankhoa “Khoa” Nguyen, is a senior at Florence High School and currently in his 4<sup>th</sup> year of multimedia broadcasting. He exhibits expertise in audio/video broadcasting, programming, and setup. In addition to his excellent broadcasting skills, Khoa is an avid video game player, competing in funded competitions which are broadcast and streamed world-wide. Khoa has great attention to detail which really shines through in his school broadcasts as well as his online gaming broadcasts.

Our second student, Augustin “Austin” Rodriguez, is a senior at Florence High School and currently in his 4<sup>th</sup> year of multimedia broadcasting. He brings a wealth of broadcasting experience to the table. Austin works to streamline broadcasting processes, all while providing professional quality audio/video effects. Austin participated in the Future Business Leaders of America (FBLA) competition and placed 4<sup>th</sup> in the State of Arizona and 72<sup>nd</sup> at the national competition.

#### **FINANCIAL IMPACT:**

This is a paid internship. Both students are under the current minimum wage pay rate of \$8.05/hr. They will each work on average 10 hours per week, with additional hours worked periodically for Town Council meetings, Planning and Zoning meetings, or any additional special meetings that require audio/video broadcasting.

#### **STAFF RECOMMENDATION:**

Continue to build upon the Information Technology Student Internship Program providing training and a career path for students, increasing the quality of the Town of Florence broadcasts, and providing better overall programming for Channel 11 and our citizens.

#### **ATTACHMENTS:**

None





## TOWN OF FLORENCE COUNCIL ACTION FORM

### AGENDA ITEM 6b.

**MEETING DATE:** October 17, 2016

**DEPARTMENT:** Library

**STAFF PRESENTER:** Rosemary Bebris, Library Director

**SUBJECT:** Proclamation declaring October 16 – 22, 2016 as National Friends of Libraries Week

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

### RECOMMENDED MOTION/ACTION:

Proclamation declaring October 16 – 22, 2016 as National Friends of Libraries Week.

### BACKGROUND/DISCUSSION:

Staff is requesting that the Mayor issue a Proclamation declaring October 16-22, 2016, as National Friends of Libraries Week 2016. National Friends of Libraries Week is a time to celebrate the friends' gift of their time and commitment to the Town of Florence - providing the Florence Community Library with resources for additional programming, much needed equipment, support for children's summer reading, and special events throughout the year.

### FINANCIAL IMPACT:

None

### STAFF RECOMMENDATION:

Council proclaims October 16 – 22, 2016 as National Friends of Libraries Week.

### ATTACHMENTS:

2016 National Friends of Libraries Week Proclamation

# Proclamation

## NATIONAL FRIENDS OF LIBRARIES WEEK PROCLAMATION

**Whereas**, Friends of the Florence Public Library, Inc. raise money that enables our library to move from good to great - providing the resources for additional programming, much needed equipment, support for children's summer reading, and special events throughout the year; and

**Whereas**, the work of the Friends highlights on an on-going basis the fact that our library is the cornerstone of the community providing opportunities for all to engage in the joy of life-long learning and connect with the thoughts and ideas of others from ages past to the present; and

**Whereas**, the Friends understand the critical importance of well-funded libraries and advocate to ensure that our library gets the resources it needs to provide a wide variety of services to all ages including access to print and electronic materials, along with expert assistance in research, readers' advisory, and children's services; and

**Whereas**, the Friends' gift of their time and commitment to the library sets an example for all in how volunteerism leads to positive civic engagement and the betterment of our community;

**NOW, THEREFORE, BE IT RESOLVED** that I, Tom J. Rankin, Mayor of the Town of Florence, Arizona, proclaim October 16-22, 2016, as "**National Friends of Libraries Week**" in Florence, Arizona, and urge everyone to join the Friends of the Library and thank them for all they do to make our library and community so much better.

In witness thereof, I hereby set my hand and affix the Official Seal of the Town of Florence, Arizona, this 17<sup>th</sup> day of October 2016.


---

Tom J. Rankin, Mayor

**ATTEST:**

---

Lisa Garcia, Town Clerk

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<u><b>AGENDA ITEM</b></u> <b>7a.</b>
<b>MEETING DATE:</b> October 17, 2016  <b>DEPARTMENT:</b> Public Works Department  <b>STAFF PRESENTER:</b> Christopher A. Salas, Public Works Director/Town Engineer  <b>SUBJECT:</b> Purchase of Various Traffic Signal Equipment from Sierra Transportation & Technologies		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> <b>Regulatory</b> <input type="checkbox"/> <b>1<sup>st</sup> Reading</b> <input type="checkbox"/> <b>2<sup>nd</sup> Reading</b> <input type="checkbox"/> <b>Other</b>

**RECOMMENDED MOTION/ACTION:**

Motion to approve the purchase of various traffic signal equipment from Sierra Transportation & Technologies, for the future traffic signal to be located at the intersection of Hunt Highway and Attaway Road, in an amount not to exceed \$69,416.43.

**BACKGROUND/DISCUSSION:**

A Traffic Engineering Study was performed and sealed on January 7, 2015, for the intersection of Hunt Highway and Attaway Road. Based on the analysis, two of the nine warrants were met, and based on this criteria, a traffic signal should be installed.

Currently, the Town is borrowing portable traffic signal trailers from Pinal County but needs to return the trailers by January 1, 2017.

Town staff would prefer to supply all the hardware to the contractor and only pay the contractor for labor. This strategy can often save 25% to 30% of the total cost of building a traffic signal. In order to purchase the traffic signal equipment staff has researched available contracts with co-operative purchasing language and has chosen to use existing MCDOT contracts.

This particular Request for Council Action includes;

- Traffic signal heads and mounts
- Illuminated street name signs
- Vehicle Detection System
- Battery backup and meter pedestal
- Traffic signal cabinet (fully equipped)

The design of the signal is underway but not yet completed. Because the design is not completed the overall approval amount includes a 30% contingency.

**FINANCIAL IMPACT:**

The fiscal impact is \$69,416.43 and will be funded by the Highway User Revenue Fund, Capital Improvement project titled "Attaway/Hunt Intersection Improvements". There will be no impact to the General Fund.

The Town and Sierra Transportation & Technologies agree that this is entered into by the parties, as a cooperative purchase, pursuant to Maricopa County Traffic Signal Poles and Components Contract, renewed/effective July 1, 2016.

Services will be obtained following the Town's Purchasing Policy, Section **5.63 Purchases of \$25,000 or More (specifically, 5.6321 of Vendor Selection)**.

**5.632 Vendor Selection**

**5.6321** Alternative purchase methods are identified if approved by necessity or by the Town Manager as indicated by Emergency/Sole Source Purchase, cooperative purchase, state contract or any other method authorized. The Finance Director reviews for budget availability and bidding procedures. The Town Manager reviews for need.

Based on conversation with Maricopa County, Sierra Transportation and Technologies was chosen as the best overall value.

**STAFF RECOMMENDATION:**

Staff recommends that Town Council authorize the purchase of various traffic signal equipment for the future traffic signal, to be located at the intersection of Hunt Highway and Attaway Road, in an amount not to exceed \$69,416.43.

**ATTACHMENTS:**

- Equipment Quotes
- MCDOT Contract

# SIERRA

## Transportation & Technologies

Estimate

PO Box 778410  
Henderson, Nevada 89077

Office: (775) 200-1792  
Debbie@sierratt.com

Date	Estimate #
9/15/2016	A3685

Name / Address
Town of Florence Accounts Payable 775 N. Main Street Florence, AZ 85132

Ship To

Contact		Freight		Terms	
TM		Included			
Qty	Item	Description	U/M	Cost	Total
1	2120301068	2120301068, TS1 Control Cabinet 8 Phase Cabinet to include: 1-M60 Controller 1-SSM12LE Monitor 12-Load Switches 1-Flasher 4-Flash Transfer Relays 1-PS175 Power Supply 1-Elevator Base 1-Data Aggregator  FREIGHT INCLUDED IN PRICE ABOVE Per MCDOT Contract 13043-C Price reflects 10% Discount for Eagle Traffic Control Systems products.		17,295.00	17,295.00
			Subtotal	\$17,295.00	
			Sales Tax (8.15%)	\$1,409.54	
			<b>Total</b>	<b>\$18,704.54</b>	

# SIERRA

## Transportation & Technologies

Estimate

PO Box 778410  
Henderson, Nevada 89077

Office: (775) 200-1792  
Debbie@sierratt.com

Date	Estimate #
9/19/2016	N3690

Name / Address
Town of Florence Accounts Payable 775 N. Main Street Florence, AZ 85132

Ship To

Contact		Freight		Terms	
TM		Included		Net 30	
Qty	Item	Description	U/M	Cost	Total
1	Lump Sum	Alpha Combo UPS Meter to include: 1-CP3A1111VJ22A0SP1, 1PH Comm, Mtrped-EUSERCPER 1-AOES6 Cabinet w/FXM Model 1100 1-RBMS kit 4-195GXL Batteries  NOTE: FREIGHT INCLUDED DELIVERY - 6 WEEKS ARO  PER MCDOT CONTRACT 13043-C, PRICE REFLECTS 10% DISCOUNT FOR ALPHA TECHNOLOGY PRODUCTS.		7,900.00	7,900.00
			Subtotal		\$7,900.00
			Sales Tax (8.15%)		\$643.85
			<b>Total</b>		<b>\$8,543.85</b>

# SIERRA

## Transportation & Technologies

Estimate

Date	Estimate #
9/19/2016	A3691

PO Box 778410  
Henderson, Nevada 89077

Office: (775) 200-1792  
Debbie@sierratt.com

Name / Address
Town of Florence Accounts Payable 775 N. Main Street Florence, AZ 85132

Ship To

Contact		Freight		Terms	
TM		INCLUDED		Net 30	
Qty	Item	Description	U/M	Cost	Total
1	Lump Sum	FLIR TrafiSense System to include: 3-TrafiSense Imager BPL 1- 6010-PIM, PIM Module 1-7250-320, TlxStream Edge 1000' K-6802-TCSD, TrafiSense Cable - 18AWG 1 twisted pair  DELIVERY: 4 WEEKS ARO FREIGHT INCLUDED IN PRICE  PRICE REFLECTS MCDOT CONTACT 13043-C CORE PRICING. SEE CONTRACT FOR INDIVIDUAL PRICES.		14,569.00	14,569.00
			Subtotal		\$14,569.00
			Sales Tax (8.15%)		\$1,187.37
			<b>Total</b>		<b>\$15,756.37</b>

# SIERRA

## Transportation & Technologies

Estimate

Date	Estimate #
9/29/2016	A3710

PO Box 778410  
Henderson, Nevada 89077

Office: (775) 200-1792  
Debbie@sierratt.com

Name / Address
Town of Florence Chris Salas Quote For Signal Heads Hunt @ Attaway Signal

Ship To

Contact		Freight		Terms	
TM				Net 30	
Qty	Item	Description	U/M	Cost	Total
3	Lump Sum	Type F Signal head with Louvered Backplate, LEDs and Type II Mount w/Pelco AB-3053 Tenon		620.00	1,860.00
1	Lump Sum	Type G Signal head with Louvered Backplate, LEDs and Type II Mount w/Pelco AB-3053 Tenon		880.00	880.00
1	Lump Sum	Type F Signal with Louvered Backplate, LEDs and Type IV Mount		525.00	525.00
1	Lump Sum	Type G Signal with Louvered Backplate, LEDs and Type IV Mount		796.00	796.00
1	Lump Sum	Type F Signal with Louvered Backplate, LEDs and Type V Mount		515.00	515.00
		DELIVERY: 55 DAYS ARO FREIGHT INCLUDED IN PRICE Per MCDOT Contract 13043-C Price reflects 10% Discount for Eagle Traffic Control Systems products.			
			Subtotal		\$4,576.00
			Sales Tax (8.15%)		\$372.94
			<b>Total</b>		<b>\$4,948.94</b>



# SIERRA

## Transportation & Technologies

Estimate

Date	Estimate #
9/30/2016	A3711

PO Box 778410      Office: (775) 200-1792  
 Henderson, Nevada 89077      Debbie@sierratt.com

Name / Address
Town of Florence Accounts Payable 775 N. Main Street Florence, AZ 85132

Ship To

Contact		Freight		Terms	
TM		Included		Net 30	
Qty	Item	Description	U/M	Cost	Total
1	Lump Sum	Temple Street Name Sign - 24"x78" - Hunt Hwy		1,408.00	1,408.00
2	Lump Sum	Temple Street Name Sign - 24" x 90" - Attaway Rd		2,363.00	4,726.00
Delivery: 4-6 Weeks ARO and approved drawings Freight: Included in price  Per MCDOT Contract 13043-C Price reflects 10% Discount for Temple Edge Lit products.					
			Subtotal	\$6,134.00	
			Sales Tax (8.15%)	\$499.92	
			<b>Total</b>	<b>\$6,633.92</b>	

**TOWN OF FLORENCE, ARIZONA**  
**CONTRACT FOR COOPERATIVE USE OF MARICOPA COUNTY SOLICITATION/CONTRACT NO. SERIAL**  
**13043-C FOR TRAFFIC SIGNAL POLES, HARDWARE, VIDEO DETECTION AND TRAFFIC SIGNAL**  
**CONTROLLER COMPONENTS**

THIS CONTRACT (the "Contract") is made and entered into effective as of the 17<sup>th</sup> day of October, 2016 ("Effective date"), by and between the Town of Florence, Arizona (the "Town"), and Sierra Transportation and Technologies, LLC (the "Contractor") and together with the Contract Documents referred to and incorporated herein, is the "resultant contract" contemplated in the Maricopa County Solicitation/Contract No. 13043-C for Traffic Signal Poles, Hardware, Video Detection and Traffic Signal Controller Components effective July 1, 2016. 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 materials and services described in the attached scope of materials and services set forth in **Exhibit "1"** ("Scope of Materials" or "Goods"). The Contractor shall provide the Goods in accordance with the schedule attached in **Exhibit "1"**, and the Contract Documents, including all exhibits to the Master Contract including but not limited to the Contractor's Response Serial 13043-C, Specifications, Technical Requirements, Attachment A, and Special Terms and Conditions. Contractor agrees, at its own cost and expense, to do all of the work and furnish all of the equipment, personnel and materials necessary to provide, in a good and substantial manner and to the satisfaction of the Town, the Goods.
2. **PRIORITY OF DOCUMENTS.** 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 the 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 state 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 (Maricopa County Solicitation/Contract No. 13043-C for Traffic Signal Poles, Hardware, Video Detection and Traffic Signal Controller Components effective July 1, 2016) 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: "County", "Maricopa County" "Using Agency", shall be deemed to be and refer to the Town of Florence, and the terms: "Contractor", "Respondent" or "firm" 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 solicitation Documents for the Maricopa County Solicitation/Contract No. 13043-C for Traffic Signal Poles, Hardware, Video Detection and Traffic Signal Controller Components effective July 1, 2016, between Maricopa County and Sierra Transportation and Technologies, LLC., including, but not limited to: Instructions, Fee Schedules; Notices; Checklists; Requirements for Proposers; General Conditions; Special Conditions; Scope of Work; Work Schedule; Certificates of Compliance; Warranties for Work; Work Forms; Attachments; Price Sheets; Questionnaires; Response Forms; Specifications and Pricing Sheets; Special Provisions and Specifications; Technical Provisions and Specifications;

Schedules; Cooperative Authorizations; Specifications; Technical Requirements; Special Terms and Conditions; Attachment A; **Contract No. Serial 13043-C**; Maps and Addenda (the "Contract Documents" or "Master Contract").

5. **CONTRACT PRICING:** Contract pricing shall be consistent with the Contract Documents and Contractor's Proposal and is listed in **Exhibit "1"** (Price Sheet), and shall not exceed **\$69,416.43**.
6. **TERM OF CONTRACT:** The term of this Contract shall be from the Effective Date through satisfactory completion of the Services or delivery of Goods and acceptance of the Services and/or Goods by the Town. 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.

8. **METHOD OF PAYMENT.** Method of payment shall be set forth in **Exhibit "1"**. If payment is to be made monthly, Contractor shall prepare monthly invoices and progress reports which clearly indicate the progress to date and the amount of compensation due by virtue of that progress. All invoices shall be for Services completed or Goods accepted by the Town.
9. **TERMINATION.** Town may terminate this Contract, or any part thereof for its sole convenience, at any time without penalty or recourse. Contractor shall receive payment for Services or Goods satisfactorily completed and accepted by Town, as determined by Town in its reasonable discretion, based on the Goods and/or Services requirements and schedule for payment.
10. **INDEPENDENT CONTRACTOR.** It is understood that Contractor shall be an independent contractor with respect to Services and/or Goods provided under this Contract, and shall not be deemed to be a partner, employee, joint venture, agent, or to have any other legal relationship with Town.
11. **Notices.** Any notice to be given under this Contract shall be in writing, shall be deemed to have been given when personally served or when mailed by certified or registered mail, addressed as follows: Town: Town of Florence, Town Clerk, 775 N. Main Street, PO Box 2670, Florence, AZ 85132; and Contractor: Sierra Transportation and Technologies, LLC, 5610 N. Lyle Court Litchfield Park, AZ 85340, Debra Lesan.
12. **INDEMNIFICATION.** To the fullest extent permitted by law, the Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the Town of Florence, its Mayor and Council members, its agents, officers, officials, representatives and employees, from and against all demands, claims proceedings, suits, damages, losses and expenses (including but not limited to attorney fees, court costs, and the costs of appellate proceedings), and all claim adjustment and handling expenses, relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, Goods of the Contractor, its agents, employees or any tier of Contractor's subcontractors related to the Goods in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify Town of Florence, its Mayor and Council members, its agents, officers, officials, representatives 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 of resulting therefrom, caused by Contractor's acts, errors, mistakes, omissions, Goods in the performance of this Contract including any employee of the Contractor, any tier of Contractor's subcontractors or any other person for whose acts, errors, mistakes, omissions, Goods, the Contractor may be legally liable, including Town of Florence.
13. **WARRANTY.** Contractor warrants that the Goods and Services will conform to the requirements of this Contract. Additionally, Contractor warrants that all Goods and Services will be performed in a good, workman-like and professional manner. The Town's acceptance of Goods or Services provided by Contractor shall not relieve Contractor from its obligations under this warranty. If any Goods or Services are of a substandard or unsatisfactory manner as determined by the Town, Contractor, at no additional charge to the Town, will provide Goods or redo such Services until they are in accordance with this Contract and to the Town's reasonable satisfaction. Unless otherwise agree, Contractor, warrants that Goods will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.
14. **PURCHASING POLICY.** The Town of Florence Town Code and Purchasing Policy govern this procurement and are incorporated as part of this Contract by this reference.

15. **GOVERNING LAW.** This Contract shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the laws of the State of Arizona, without reference to choice of law or conflicts of laws principles thereof. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Contract shall be Pinal County, Arizona.

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

TOWN OF FLORENCE, A municipal corporation

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

By: \_\_\_\_\_  
Tom Rankin, Mayor

ATTEST:

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

Approved as to Form

\_\_\_\_\_  
Cliff Mattice, Town Attorney

CONTRACTOR

By: Sierra Transportation & Technologies, LLC  
Debra Lesar Date: 10/11/16

Its: Estimator



**Maricopa County**  
Office of Procurement Services

[www.maricopa.gov](http://www.maricopa.gov)

Chief Procurement Officer  
320 W. Lincoln St.  
Phoenix, AZ 85003  
Phone: (602) 506-3967  
Fax: (602) 258-1573

**June 30, 2016**

**Sierra Transportation And Technologies**  
5610 N. Lyle Court  
Litchfield Park, AZ 85340

We are pleased to notify you that Maricopa County has renewed your contract to supply **TRAFFIC SIGNAL POLES AND COMPONENTS** as indicated on the attached award sheet with an effective date of **July 01, 2016**.

In accordance with the bid specifications, purchasing documents will be forwarded to you covering the specific items of this award, which will include deliveries and terms.

If you have any questions regarding Serial **13043-C**, please contact **Nick Perrera** at **(602) 506-3274**.

Sincerely,

A handwritten signature in blue ink, appearing to read "Nick Perrera", written over a horizontal line.

Nick Perrera, Procurement Officer  
Office of Procurement Services

NP/at  
Attach.

cc: Office of Procurement Services  
re: Serial 13043-C

**PLEASE SUBSTITUTE ATTACHED REVISED  
PAGES TO SUBJECT CONTRACT.**

**SERIAL 13043-C      TRAFFIC SIGNAL POLES AND COMPONENTS**

**DATE OF LAST REVISION: June 30, 2016**

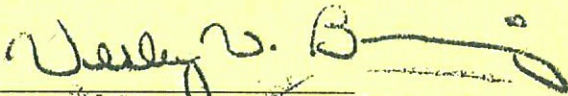
**CONTRACT END DATE: June 30, 2017**

**CONTRACT PERIOD THROUGH JUNE 30, 2016 2017**

**TO:                    All Departments**  
**FROM:                Office of Procurement Services**  
**SUBJECT:            Contract for TRAFFIC SIGNAL POLES AND COMPONENTS**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **June 05, 2013**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.



Wes Baysinger, Chief Procurement Officer  
Office of Procurement Services

NP/at  
Attach

Copy to:            Office of Procurement Services  
                         Sami Birchard, MCDOT

(Please remove Serial 08108-S from your contract notebooks)

**SIERRA TRANSPORTATION . AND TECHNOLOGIES, 5610 N. LYLE COURT , LITCHFIELD PARK, AZ 85340**

Elbow, 1 1/2", serrated, painted flat black	\$11.79	1	each	
Lock nipple, 1 1/2", long painted flat black,	\$4.72	1	each	
Post top adapter, center mount, Traffic Signal Hardware #TSH0045 or equal	\$72.42	1	each	
Type XI Arm Assembly per MCDOT Standard Detail 4775	\$67.18	1	each	
Pole Plate w/o Cable Guide per MCDOT Standard Detail 4785	\$13.22	1	each	

**Traffic Signal Hardware: Electronic Components**

Title	Unit Price	Qty	UofM	Bidder Notes
Flasher Unit, SSD#204D	\$21.00	1	each	EDI equal to SSD#204D
Loadswitch, cube type with INP indicator, EDI Model 510-E or equal	\$21.00	1	each	
TS2 Cabinet Power Supply, EDI #PS200 or equal	\$229.00	1	each	
Channel Loop Detector Card, EDI Model LM 622-E or equal	\$89.00	1	each	
BIU, Econolite # 160-1003-501 or equal	\$259.00	1	each	EDI equal to Econolite #160-1003-501
MMU, EDI SmartMonitor Model MMU-16Eip or equal	\$787.00	1	each	

**Additional Pricing**

Title	Unit Price	Qty	UofM	Bidder Notes
Pricing Column to be Used / Unit Price		1	MF	Product Discount Sheet Attached

**\*\*EFFECTIVE 07/01/16\*\***

Title	Unit Price	Qty	UofM	Bidder Notes
<i>Flir TrafiSense 4-Camera Video Detection System with Cameras, interface card, panel and 1000' of cable</i>	<i>\$18,750.00</i>	<i>1</i>	<i>Each</i>	
<i>TraFiSense Imager BPL</i>	<i>\$4,181.00</i>	<i>1</i>	<i>Each</i>	
<i>7250-320 TixStream Edge</i>	<i>\$813.00</i>	<i>1</i>	<i>Each</i>	<i>72550-320</i>
<i>6010-PIM, PIM Module</i>	<i>\$563.00</i>	<i>1</i>	<i>Each</i>	<i>6010-PIM</i>
<i>TrafiSense Cable – 18AWG 1 twisted pair</i>	<i>\$0.65</i>			<i>K-6802-TCSD</i>



SIERRA TRANSPORTATION . AND TECHNOLOGIES, 5610 N. LYLE COURT, LITCHFIELD PARK, AZ  
85340

**\*\*EFFECTIVE 07/01/16\*\***

<u>MANUFACTURER</u>	<u>PERCENT DISCOUNT</u>
Acyclica	10%
Alpha	10%
Carmanah	3%
Eagle Traffic Control Systems (Mobotrex)	10%
Eberle Design	10%
FLIR	10%
Image Sensing Systems	5%
Leotek	2%
Mitchell Technologies	5%
Reno A&E	10%
RU2	2%
RuggedCom	5%
Siemens	10%
Temple	10%
TKH Securities	15%
Traffic Sign & Signal Cover Concepts	2%

13043-Additional Pricing - Sierra.pdf

PRICING SHEET: NIGP CODE 55080, 55081, 55085, 55088, 55089

Vendor Number: 2011003236 0

Certificates of Insurance Required

Contract Period: To cover the period ending June 30, 2016 2017.



Alpha Technologies Ltd.  
 7700 Riverfront Gate  
 Burnaby BC V5J 5M4  
 Canada  
 Tel: +1 (604) 436-5900  
 CAN/USA: 1-800-667-8743  
<http://www.alpha.ca>

Alpha Contact Information:

Salesperson: Brian Hanson [brian.hanson@alpha.ca](mailto:brian.hanson@alpha.ca)  
 Phone: +1(480) 395-1456

Salesperson: Bennett, Dennis [dennis.bennett@alpha.ca](mailto:dennis.bennett@alpha.ca)  
 Phone: +1 (604) 436-5900

AE: McCann, Murray [murray.mccann@alpha.ca](mailto:murray.mccann@alpha.ca)  
 Phone: +1 (604) 422-4459

Seq	Qty	UM	Standard PN / (Customer Item) / Description	Unit Price USD	Extended Price
<b>FXM 350 UPS Modules, Rack Mount Kits and Battery Cable Kits</b>					
1	1	EA	017-241-22 FXM350-48, 120V Input/Output, 24V Out, 60Hz, 48VDC Battery Bus, with SNMP	898.90	898.90
2	1	EA	017-241-29 FXM350-24, 120VAC Input/Output, 24V Out, 60/50Hz, SNMP	928.06	928.06
3	1	EA	7400115-001 Kit, Rack Mount, FXM350	45.02	45.02
4	1	EA	8700146-001 Battery Cable Kit, S6 FXM350, 50AH Batteries, Four Batteries, 48VDC	60.23	60.23
5	1	EA	8700147-001 Battery Cable Kit, Micro350, 18AH Batteries, Four Batteries, 48VDC	55.20	55.20
6	1	EA	7400226-001 Battery Cable Kit, FXM350, 24VDC, 2x180GXL	42.59	42.59
<b>FXM 650 UPS Module, 24VDC and battery cable kits</b>					
7	1	EA	017-234-31 FXM650, 120Vac Input and Output, 24Vdc Battery Bus, AC and DC Breakers with Auxillary Switch, with FXM Communication Module and Firmware Version 1.07 or	1,119.68	1,119.68
8	1	EA	740-767-21 Battery Cable Kit, FXM650, 24VDC, 2x85GXL	120.28	120.28
9	1	EA	740-767-22 Battery Cable Kit, FXM650, 24VDC, 2 x 195/220GXL	118.51	118.51

**FXM 650 UPS Module, 48VDC**



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Seq	Qty	UM	PN / (Customer Item) / Description	Unit Price USD	Extended Price
10	1	EA	017-236-45 FXM650,120VAC Hardwired Input and Output, 650VA/W, 48VDC Battery Bus, with SNMP Card	1,133.77	1,133.77
<b>FXM 650 UPS Only Options</b>					
11	1	EA	740-697-22 Rack Mount Kit, Bracket, 2RU, FXM 650, Black	30.82	30.82
12	1	EA	740-696-26 Linecord, 10 Feet, 5-15P, FXM Series	54.95	54.95
<b>FXM 1100 UPS Modules</b>					
13	1	EA	017-230-23 FXM1100,120Vac Input and Output, 48Vdc Battery Bus, SNMP Kit, AC and DC Breakers with Auxillary Switch, for Firmware Version 1.07 or later	1,417.87	1,417.87
14	1	EA	017-230-37 FXM1100,120VAC Hardwired Input, Hardwired Output & 5-15R, 1100VA/W, 48VDC Battery Bus, with SNMP Card	1,513.84	1,513.84
15	1	EA	017-230-53 FXM1100,120VAC IEC Input/Output, 1100VA/W, 48VDC Battery Bus, with SNMP Card, 4 Line Display	1,635.05	1,635.05
16	1	EA	8700223 AC Cord,3C,#14 AWG,IEC C13R-ROJ,118in	14.34	14.34
17	1	EA	8700224 AC Cord,3C,#14 AWG,IEC C13R-ROJ,118in	13.40	13.40
18	1	EA	0380009-003 FXM1100 Traffic Power System with UATS, SNMP	2,021.76	2,021.76
<b>FXM 1100 Only Options</b>					
19	1	EA	740-696-28 Input Linecord Assembly, 10 Feet, L5-20P, FXM Series	65.52	65.52
20	1	EA	740-696-30 Input Line Cord Assembly, 6 Feet, 5-20P, FXM Series	50.24	50.24
<b>FXM 2000 UPS Modules</b>					
21	1	EA	017-232-31 FXM2000, 120Vac Input and Output, 48Vdc Battery Bus, AC and DC Breakers with Auxillary Switch, with FXM Communications Module, Firmware 1.07 or Later	1,945.24	1,945.24



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Seq	Qty	UM	PN / (Customer Item) / Description	Unit Price USD	Extended Price
22	1	EA	Standard 017-233-53 FXM2000,208/240VAC Hardwired Input and Output, 2000VAAW, 48VDC Battery Bus, without SNMP Card, Telus	2,802.06	2,802.06
<b>FXM 2000 Only Options</b>					
23	1	EA	870-604-21 AC Line Cord, L5-30P, 12AWG, 5 feet long	72.41	72.41
24	1	EA	740-696-27 Input Linecord Assembly, 10 Feet, L5-30P, FXM Series	84.48	84.40
<b>FXM 650, 1100, &amp; 2000 Common Options</b>					
25	1	EA	740-697-21 Rack Mount Kit, 3 RU, FXM 1100/2000, Black	31.08	31.08
26	1	EA	870-599-10 Cble,RS232,DB9,Straight, Male/Female,6Feet	70.69	70.69
27	1	EA	740-698-21 Cover Kit, Input & Output Terminal Block, FXM Series, Black	82.76	82.76
28	1	EA	875-127-20 Wire Kit, 2 Meters, Traffic Input/Output, DOT, FXM1100/2000	13.79	13.79
29	1	EA	870-601-21 Batt Cbl Y-Adaptor,FXM	151.72	151.72
30	1	EA	W03457 Battery Temperature Sensor,2M,FXM Series	31.03	31.03
31	1	EA	W03495 Battery Temperature Sensor,3M,FXM Series	36.21	36.21
32	1	EA	740-730-22 Kit, FXM Communications Module, Field Installation, FXM series	198.28	198.28
33	1	EA	740-742-21 Interconnect Assembly, for Novus 1000 to FXM 1100	32.76	32.76
34	1	EA	W04238 WA,36in,3 Cond Cable,12AWG,Ferrule	22.37	22.37
35	1	EA	0370042-001 FXM Series, Remote Temperature Sensor and Dry Contact Terminal Block package	65.52	65.52
36	1	EA	020-174-10 Power Distribution Unit, 120V Input/Output, IEC C20 Inlet, 12 x 5-20R Out, w/ 5-15P 10ft Input Cord	251.84	251.84
37	1	EA	870-641-19 AC Line Cord, 3 Conductor, #14 AWG, SJT, 2.5 Meters, CEE Color Coded, IEC 60320-C19. Cut and Stripped	81.51	81.51



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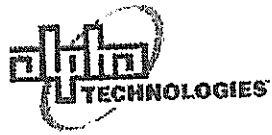
<http://www.alpha.ca>

Seq	Qty	UM	PN / (Customer Item) / Description	Unit Price USD	Extended Price
			Standard		
38	1	EA	8700338-001 Wire Assembly, Battery Temperature Sensor, 18 Feet, FXM Series	27.29	27.29
39	1	EA	740-578-30 Battery Cable Kit Extension, 10 feet, Gray FD to Gray FD	84.60	84.60
<b>Fail Safe Automatic and Generator Transfer Switches</b>					
40	1	EA	020-165-21 Fail Safe Universal Automatic/Manual Transfer Switch, 120VAC, 30A	385.93	385.93
41	1	EA	020-165-22 Fail Safe Universal Automatic/Manual Transfer Switch, 120VAC, 30A, with Auxillary Contacts	433.30	433.30
42	1	EA	020-166-21 Universal Generator Transfer Switch, 120VAC, 30A	291.38	291.38
43	1	EA	020-166-22 Universal Generator Transfer Switch, 120VAC, 30A, with Auxillary Contacts	350.30	350.30
44	1	EA	740-756-21 Wall Mount Kit - for ATS/GTS/UATS/UGTS/UOTS/UMBS Maintenance ByPass	51.72	51.72
45	1	EA	593-510-R4 PI,Rk Mnt,Sgl Sd,UATS/UGTS,SII,Blk	54.78	54.78
<b>Rack Mount UATS / UGTS</b>					
46	1	EA	020-168-23 19" Rack Mount Shelf with UATS & UGTS, 120VAC	783.54	783.54
47	1	EA	020-168-27 19" Rack Mount Shelf with UATS & Convenience Receptacles, 120VAC	643.51	643.51
48	1	EA	020-168-31 19" Rack Mount Shelf with UATS, 120VAC	451.77	451.77
49	1	EA	020-168-35 19" Rack Mount Shelf with UGTS,120VAC	406.19	406.19
50	1	EA	020-168-38 23" Rack Mount Shelf with UATS, 120VAC	473.47	473.47
51	1	EA	020-168-41 19" Rack Mount Shelf with UATS, Convenience Receptacles and Manual Transfer Switch Connection Plate, 120VAC	610.86	610.86
52	1	EA	020-168-42 19" Rack Mount Shelf with UATS & Manual Transfer Switch Connection Plate, 120VAC	483.58	483.58



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		Standard			
Seq	Qty UM	PW/ (Customer Item)	Description	Unit Price USD	Extended Price
53	1 EA	020-168-50	19" Rack Mount Shelf with UATS & UGTS with Auxillary Contacts, 120VAC	842.63	842.63
<b>Rack Mount UATS / UGTS w Surge Option</b>					
54	1 EA	020-168-21	19" Rack Mount Shelf with UATS,UGTS & Surge Assembly,120VAC	1,112.01	1,112.01
55	1 EA	020-168-25	19" Rack Mount Shelf with UATS, Surge Assembly & Convenience Receptacles, 120VAC	866.38	866.38
56	1 EA	020-168-29	19" Rack Mount Shelf with UATS & Surge Assembly, 120VAC	814.68	814.68
<b>Battery Options - Gel Cell</b>					
57	1 EA	181-213-10	Batt,PremGel,85GXL-HP,SII Aly,12V,50Ah	204.17	204.17
58	1 EA	1810015	Battery, AlphaCell Gel 165GXL, 12V, 86Ah @ 20hrs Top Terminal	258.62	258.62
59	1 EA	181-230-10	Battery, AlphaCell Gel 195GXL,12V, 100Ah @20hrs, Top Terminal	272.23	272.23
60	1 EA	181-232-10	Battery, AlphaCell Gel 195GXL Gold-HP,12V, 100Ah @20hrs, Top Terminal	289.25	289.25
61	1 EA	181-231-10	Battery, AlphaCell Gel 220GXL,12V, 109Ah @20hrs, Top Terminal	290.38	290.38
62	1 EA	181-233-10	Battery, AlphaCell Gel 220GOLD-HP, 12V,109Ah @20hrs Top Terminal	303.99	303.99
<b>Battery Options - AGM</b>					
63	1 EA	181-013-10	Battery, 12V, 34Ah, Standard Life General Purpose VRLA AGM Battery (AGM)	94.26	94.26
64	1 EA	1810017	Battery, AlphaCell 160AGM, 12V, 88Ah @20hrs AGM Top Terminal	196.49	196.49
65	1 EA	1810043	AlphaCell 135-AGM-P, 12V, 75Ah @ 20hrs AGM Top Terminal Battery	303.99	303.99
66	1 EA	181-226-10	Battery,AGM,12V 105Ah,C&D UPS12-400MR	304.67	304.67



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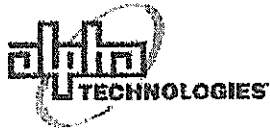
Seq	Qty	UM	Standard PN / (Customer Item) / Description	Unit Price USD	Extended Price
				204.17	204.17
67	1	EA	1810226 AlphaCell XTV Battery, 12V 56Ah, Top M6-Fem Term	259.66	259.66
68	1	EA	1810227 AlphaCell XTV Battery, 12V 80Ah, Top M6-Fem Term	293.06	293.06
69	1	EA	1810228 AlphaCell XTV Battery, 12V 100Ah, Top M6-Fem Term	317.88	317.88
70	1	EA	1810229 AlphaCell XTV Battery, 12V 110Ah, Top M6-Fem Term		
<b>Battery Options - Solar Applications</b>					
				156.96	156.96
71	1	EA	1810252 Battery, Alphacell 12V, 34Ah, Renewable energy, Top Terminal	201.00	201.00
72	1	EA	1810248 Battery, Alphacell 12V, 52Ah, Renewable Energy, Top Terminal	267.08	267.08
73	1	EA	1810253 Battery, Alphacell 12V, 78Ah, Renewable energy, Top Terminal	297.66	297.66
74	1	EA	1810254 Battery, Alphacell 12V, 95Ah, Renewable energy, Top Terminal	302.20	302.20
75	1	EA	1810164 Battery, Alphacell 12V, 106Ah, Renewable Energy, Top Terminal		
<b>Battery Cable Kits w/ Fast Disconnects, 48VDC</b>					
				217.24	217.24
76	1	EA	740-628-27 Battery Harness, 48V, 8 Foot Long, 1/4-20 Terminals, Dual-shelf	213.79	213.79
77	1	EA	740-628-28 Batt Hrnss Kit, 48V, 5', #10-32Term, FXM Ser	308.62	308.62
78	1	EA	740-628-29 WrHrnssKit, 35ft, UPS-Batt, w/GryFD&TempPrb	175.67	175.67
79	1	EA	740-677-26 Battery Harness, 48V, 9', 1/4-20 Terminals, Single-shelf, FXM Series	206.62	206.62
80	1	EA	740-678-22 Battery Harness Kit, 48V, 5 Foot, 1/4-20 Terminals	376.55	376.55
81	1	EA	740-678-28 Battery Harness Kit, with Intergrated Alpha Guard, 48V, 5 Foot, 1/4-20 Terminals, FXM Series		



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Seq	Qty	UM	PN / (Customer Item) / Description	Unit Price USD	Extended Price
Standard					
<b>Battery Cable Kits w/o Fast Disconnects, 48VDC</b>					
82	1	EA	875-596-20 Wire Kit, Battery Cable Kit, 4-Battery, Novus FXM1100, Traffic, 6 Foot	149.27	149.27
83	1	EA	875-596-21 Wire Kit, Battery Cable Kit, 4-Battery, Novus FXM1100, Traffic, 8 Feet	155.75	155.75
84	1	EA	875-596-23 Wire Kit, Battery Cable Kit, 4 Batteries, 50/30Ah, Novus FXM1100, 8 Foot Cable	157.72	157.72
85	1	EA	870-597-23 Batt Cbl,10Ft,Grey FD	80.56	80.56
86	1	EA	740-678-24 Battery Cable, 8 feet, Grey FD, FXM Series, No interconnect cables or hardware	50.99	50.99
87	1	EA	SP96-022-99 Battery Cable, 20 Feet, Grey FD	153.32	153.32
<b>Battery Accessories</b>					
88	1	EA	012-306-21 AlphaGuard, Battery Charge Management for 1 string of 48VDC -Standard	143.10	143.10
89	1	EA	189-053-10 Batt Tstr,DuraProbe,RpimntTip,4xGld-Pltd	89.66	89.66
90	1	EA	189-067-10 Celltron Essential Battery Analyzer Kit, Dura Probes, Hard Case, and Software to download to computer(CTE-2200AT Kit)	3,402.91	3,402.91
91	1	EA	189-068-10 Batt Tstr,Cellton Esntl Kt,CTE-1200AT	2,971.92	2,971.92
92	1	EA	0180042 PowerAgent BMS; PA Mini Site Controller; 2 Strings, 8 Bat Max; No cables or sensors included	358.39	358.39
93	1	EA	0180043 PowerAgent BMS; Mini Site Controller Sensor Interface; For 12V Battery Sensors	94.83	94.83
94	1	EA	0180055 PowerAgent BMS, 12 V Battery Sensor, two wire sensor (no brkt), Low Voltage / High Current	94.83	94.83
<b>Battery Heater Mats</b>					
95	1	EA	189-236-10 BattHtrMat,2x14.25in Batts,w/Insul,120V	231.40	231.40





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96	1	EA	189-208-10 HlrMatKit,BHM-C1-120-K,GXL Batt,ChanEncl	492.29	492.29
97	1	EA	189-209-10 Batt Hlr Mat Kit,BHM-C1-120-S,Chan C2048	169.46	169.46
98	1	EA	189-058-10 Batt Hlr Mat,14.25x7In,70W,120V,8Ft Cd	163.07	163.07
99	1	EA	189-062-10 *Batt Hlr Mat,3 Batt,140W,120VAC,13"x21"	199.64	199.64
100	1	EA	1890031 Battery Heater Mat, 4 Battery/48V, System Inside Mount, 48" Line Cord, PWE/6-R, 13.5 inches Wide x 27.0 Inches Long	290.38	290.38

**AOES-6 Configured Enclosures with Generator Option. Natural Aluminum**

101	1	EA	026-053-24 AOES6,w/Gen,UATS,BP,BCK,LRI,AG	3,142.02	3,142.02
102	1	EA	026-053-27 AOES6,w/Gen,UATS,BP,BCK	3,057.90	3,057.90
103	1	EA	026-053-28 AOES6,w/Gen,UATS,BP,BCK,LRI	4,778.61	4,778.61
104	1	EA	026-053-30 AOES6,w/Gen,UATS,BP,BCK,LRI,AG	3,387.94	3,387.94
105	1	EA	026-053-51 AOES6,w/Gen,UATS, BCK, Lamp, LRI	2,951.84	2,951.84
106	1	EA	026-053-26 AOES6,w/Gen,UATS,UGTS,BCK	3,005.90	3,005.90
107	1	EA	026-053-33 AOES6,w/Gen,UATS,UGTS,BCK,AG	2,983.22	2,983.22
108	1	EA	026-053-57 AOES6,w/Gen,BCK,LRI,UATS, Surge,AG	3,035.73	3,035.73
109	1	EA	026-053-58 AOES6,w/Gen,UATS,RPA,UGTS,BCK,BHM,LRI	3,618.43	3,618.43
110	1	EA	026-053-61 AOES6,w/Gen,UATS&RPA,BHM,RMB,BCK,NatAl	3,289.48	3,289.48
111	1	EA	026-053-91 AOES6,w/Gen,UATS,RPA,UGTS,BCK w/AG,BHM,LRI,Nat Al	3,681.95	3,681.95
112	1	EA	026-053-69 Alpha Outdoor Enclosure Side Mount 6 Cubic Feet, with Generator Door; Un	3,833.94	3,833.94



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Seq	Qty	UM	PN / (Customer Item) / Description	Unit Price USD	Extended Price
Standard					
<b>AOES-6 Configured Enclosures without Generator Option. Natural Aluminum</b>					
113	1	EA	026-053-25 AOES6,w/oGen;w/UATS,RM,BCK	2,211.89	2,211.89
114	1	EA	026-053-37 AOES6,w/oGen, UATS, BCK 50Ah, LRI	2,252.36	2,252.36
115	1	EA	026-053-41 AOES6,w/oGen, UATS, Surge, BCK, AG	2,915.16	2,915.16
116	1	EA	026-053-42 AOES6,w/oGen, UATS w/RPA, BCK, BHM	2,747.28	2,747.28
117	1	EA	026-053-50 AOES6,w/oGen, UATS, BCK,LRI,Lamp	2,461.44	2,461.44
118	1	EA	026-053-21 AOES6,w/oGen;w/UATS,RPA,RM,NatAl	2,534.49	2,534.49
<b>AOES-6 Configured Enclosures with Generator Option Powder Coat Gray</b>					
119	1	EA	026-053-44 AOES6,w/Gen, UATS, UGTS, Surge, AG, BCK, Gry	3,658.42	3,658.42
120	1	EA	026-053-58 AOES6,w/Gen,UATS,RPA,BCK,RMB,Gry	2,958.26	2,958.26
121	1	EA	026-053-95 AOES6,w/Gen,UATS/RPA,Integrated BCK w/ AlphaGuard,LRI,BHM,Gray	3,334.85	3,334.85
122	1	EA	0260024-005 AOES6 Enclosure with Generator Option, UATS, RPA, Integrated Battery Cable Kit with Alpha Guard, Gray	2,983.22	2,983.22
<b>AOES-6 Configured Enclosures without Generator Option Powder Coat Gray</b>					
123	1	EA	026-053-22 AOES6,Trfc Lt,w/o Gen,Gry	3,375.98	3,375.98
124	1	EA	026-053-34 AOES6,w/oGen;w/UATS & RPA,RM,Gry	2,257.26	2,257.26
125	1	EA	026-053-35 AOES6,w/oGen;UATS,RPA,BCK 50A,BHM,RM,Gry	3,081.36	3,081.36
126	1	EA	026-053-48 AOES6,w/oGen, UATS w/ RPA, BCK, BHM, Gry	3,105.72	3,105.72



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Seq	Qty	UM	PN / (Customer Item) / Description	Unit Price USD	Extended Price
			Standard		
127	1	EA	026-053-59 AOES6,w/oGen,UATS,RPA,BCK,RMB,AG,BHM,Gry <b>AOES-6 Enclosures with Generator Option. Special Configurations.</b>	3,142.02	3,142.02
128	1	EA	026-053-52 AOES6,w/Gen,UATS,UGTS,Srg,IBCK,DvGry	3,278.13	3,278.13
129	1	EA	026-053-53 AOES6,w/Gn,BstLk,UATS,Srg,RPA,IBCK,BHM	4,013.16	4,013.16
130	1	EA	026-053-76 AOES6,w/Gen,L14-30FI,UATS/UGTS,RM,BHM,VL	3,101.18	3,101.18
131	1	EA	026-053-92 AOES6,w/Gn,BstLk,UATS,Srg,UGTS,IBCK,BHM	3,719.96	3,719.96
132	1	EA	0260024-006 AOES6,w/Gen,UATS,UGTS,RM,Srg,IBCK,AG,SS	4,934.22	4,934.22
133	1	EA	0260024-008 AOES6 enclosure, w/Gen ,UATS, RMB, BCK, Sea Foam Green	2,903.81	2,903.81
134	1	EA	0260024-013 AOES6 Enclosure, w/Gen , UATS, RMB, BCK, Semi Gloss Smooth Green, Cardinal C006-GN03	2,835.76	2,835.76
135	1	EA	026-053-65 Alpha Outdoor Enclosure Side Mount 6 Cubic Feet, with Generator, Universal Automatic Transfer Switch & RPA, BHM, RMB, BC	2,064.43	2,064.43
136	1	EA	026-053-72 Alpha Outdoor Enclosure S-6 with Generator 50 amp, Rack Mount Universal	4,083.49	4,083.49
137	1	EA	0260024-010 AOES6 enclosure w/Gen, L14-30FI, UATS / UGTS, BHM, ACI, Gloss Black	3,822.60	3,822.60
138	1	EA	026-053-94 AOES6 Encl,w/Gen,UATS&RPA/UGTS,Intg AG,IEC,Nat Al	3,368.88	3,368.88
139	1	EA	026-053-60 Alpha Outdoor Enclosure S-6 with Generator door, Rack Mount Universal Au	3,482.31	3,482.31
			<b>AOES-6 Configured Enclosures with Generator option for FXM 1100 with Input / Output IEC Connectors</b>		
140	1	EA	026-053-79 AlphaOutdoor Enclosure S-6 with Generator Door, Traffic, Rack Mount Universal Automatic Transfer Switch, UPS Rack Mount	2,375.23	2,375.23
141	1	EA	026-053-90 AOES6 Encl,w/Gen,UATS&RPA/UGTS,Aux Contacts,Intg AG,IEC,Nat Al	4,743.65	4,743.65



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Seq	Qty	UM	Standard RN / (Customer Item) / Description	Unit Price USD	Extended Price
				2,813.00	2,813.00
142	1	EA	0260024-007 AOES6,w/oGen,w/UATS,RMB,IBCK,AG,Wh	3,289.48	3,289.48
143	1	EA	0260024-002 AOES6,w/oGen;w/UATS,RPA,BHM,BCK,RMB,Brz	2,114.34	2,114.34
144	1	EA	026-053-54 Alpha Outdoor Enclosure Sidemount - 6 cubic feet, without Generator door, Rack Mount Universal Automatic Transfer Switch		
<b>AOES-6 Enclosure Options</b>					
				37.33	37.33
145	1	EA	740-139-26 LR! Assy,LED,Red,48-60V,Encl,Novus Ser	585.30	585.30
146	1	EA	740-787-21 Pedestal matching dimensions to S-6 Enclosure, Gray	536.72	536.72
147	1	EA	740-757-22 Kit,Ped Base,S4 Encl,336S Bolt Pltrn,Gry	84.16	84.16
148	1	EA	740-765-21 Pole Mnt Strap Kit Assy,MMOE	72.24	72.24
149	1	EA	740-765-22 PMnt Strp Kit Assy,MMOE/AOES6,Bare	44.83	44.83
150	1	EA	591-557-20 Brkt,PM,Set of 2,SW/Concrete Pole,PWE	284.67	284.67
151	1	EA	740-787-22 Pedestal matching dimensions to S-6 Enclosure, Nat Aluminum	452.63	452.63
152	1	EA	740-757-21 Kit,Ped Base,S4 Encl,336S Bolt Pltrn	272.23	272.23
153	1	EA	5902185-001 Assembly, Welded, Folding Battery Shelf, AOES6		
<b>MMOE Pole Mount w/ FXM1100 UPS w/o batteries</b>					
				4,351.19	4,351.19
154	1	EA	026-056-23 MMOE,FXM1100,UATS,BCK,50Ah,PM,Al	3,843.52	3,843.52
155	1	EA	026-056-21 MMOE,FXM1100,2xAC DstrPnl,Wh		
<b>MMOE Enclosures and Options</b>					



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Seq	Qty	UM	PN / (Customer Item) / Description	Unit Price USD	Extended Price
			Standard		
156	1	EA	030-117-21 Encl, Telecom, MMOE	1,701.45	1,701.45
157	1	EA	030-117-22 Encl, MMOE, Traffic, AI	2,015.00	2,015.00
158	1	EA	030-117-26 Encl, MMOE, 5RU Rck Rails, AI, Spruce Green, w/Sl BT	1,254.39	1,254.39
159	1	EA	030-117-27 Encl, MMOE, 5RU Rck Rails, AI, Wh, w/Sl BT	1,527.33	1,527.33
160	1	EA	740-760-21 Ped Base Assy, Stake Mount, MMOE, AI, Wh	487.76	487.76
161	1	EA	740-765-21 Pole Mnt Strap Kit Assy, MMOE	84.16	84.16
162	1	EA	591-557-20 Brkt, PM, Set of 2, Sl/Concrete Pole, PWE	44.83	44.83
163	1	EA	744-870-20 Kt, Brkt, PM Encl, Zinc, Sl, Set of 2	53.45	53.45
164	1	EA	744-800-20 Brkt, WM, PWE Enclosure (2pcs/set)	218.97	218.97
165	1	EA	745-906-21 Batt Cbl Kit, 4x85GXL, FX, PWE-4, UPE-6	86.21	86.21
166	1	EA	740-697-21 Rack Mount Kit, 3 RU, FXM 1100/2000, Black	31.08	31.08
167	1	EA	740-697-22 Rack Mount Kit, Bracket, 2RU, FXM 650, Black	30.82	30.82
<b>Battery Side Mount Enclosure &amp; Battery Cable Kits</b>					
168	1	EA	033-078-25 BSM-4, w/Corbin Lck, Gry AI	1,012.05	1,012.05
169	1	EA	033-078-28 BSM, 4-Bat, W/Corbin Lock, AL, 0.125" Mat'l	697.00	697.00
170	1	EA	740-628-27 Battery Harness, 48V, 8 Foot Long, 1/4-20 Terminals, Dual-shelf	217.24	217.24
171	1	EA	740-628-28 Batt Hrns Kt, 48V, 5', #10-32Term, FXM Ser	213.79	213.79

**Micro Secure 100 and Accessories**



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Seq	Qty	UM	Part (Customer Item) / Description	Unit Price USD	Extended Price
			Standard		
172	1	EA	017-220-45 Micro Secure 100, 120V In, 24V & 120V Output, 24VDC, Standard Network Management Protocol, w/Battery & I/P CBs	984.48	984.48
173	1	EA	017-220-48 Micro Secure 100, 120V In, 24V & 120V Output, 24VDC, w/Battery & I/P CBs	800.00	800.00
174	1	EA	740-751-21 Kit, Pole Mount, Micro Secure 100	77.59	77.59
175	1	EA	7400057-001 Batt Heater Pad Kit, 120V, MicroSecure, BHM-MS24-120	145.99	145.99
<b>Micro 350 Outdoor UPS Systems and Battery Cable Kits. Batteries ordered separately.</b>					
176	1	EA	017-243-22 Micro350, 120VAC Hardwired Input, 24/120VAC Hardwired Output, 350VAW, 48VDC Battery Bus, with SNMP Card, Nema 3R Cabinet, White	2,019.55	2,019.55
177	1	EA	017-243-28 Micro350, 120VAC Hardwired Input, 24/120VAC Hardwired Output, 350VAW, 24VDC Battery Bus, with SNMP Card, Nema 3R, White	2,040.07	2,040.07
178	1	EA	017-243-80 Micro350, 120VAC Hardwired I/P, 24/120VAC Hardwired O/P, 350VAW, 48VDC Battery Bus, 2 Dry Contact & User Input, w/ SNMP Card, Nema 3R Cabinet, White	1,818.39	1,818.39
179	1	EA	017-243-82 Micro350, 120VAC Hardwired I/P, 24/120VAC Hardwired O/P, 350VAW, 24VDC Battery Bus, 2 Dry Contact & User I/P, with SNMP Card, Nema 3R Cabinet, White	1,838.32	1,838.32
180	1	EA	8700147-001 Battery Cable Kit, Micro350, 18AH Batteries, Four Batteries, 48VDC	55.20	55.20
181	1	EA	7400228-001 Battery Cable Kit, FXM350, 24VDC, 2x180GXL	42.59	42.59
<b>Micro 350XL Outdoor UPS and Battery Cable Kits. Batteries ordered separately</b>					
182	1	EA	017-243-23 Micro350XL, 120VAC Hardwired Input, 24/120VAC Hardwired Output, 350VAW, 48VDC Battery Bus, with SNMP Card, Nema 3R Cabinet, White	2,304.96	2,304.96
183	1	EA	017-243-37 Micro350XL, 120VAC Hardwired Input, 24/120VAC Hardwired Output, 350VAW, 24VDC Battery Bus, with SNMP Card, Nema 3R, White	2,334.08	2,334.08
184	1	EA	8700146-001 Battery Cable Kit, S6 FXM350, 50AH Batteries, Four Batteries, 48VDC	60.23	60.23



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Seq	Qty	UM	PN / (Customer Item) / Description	Unit Price USD	Extended Price
			Standard		
185	1	EA	8700147-001 Battery Cable Kit, Micro350, 18AH Batteries, Four Batteries, 48VDC	55.20	55.20
186	1	EA	7400228-001 Battery Cable Kit, FXM350, 24VDC, 2x180GXL	42.59	42.59
187	1	EA	740-749-21 Kit, Pedestal Mount, Micro Series, White	217.24	217.24
<b>Micro 1000 Outdoor UPS and Battery Cable Kits. Batteries ordered separately</b>					
188	1	EA	017-239-53 Micro 1000, 120VAC hardwired Input and Output, 1000VAW,48VDC Battery Bus, with SNMP Card, NEMA 3R Cabinet	1,824.14	1,824.14
189	1	EA	870-602-22 Battery Cable Kit, Micro1000, 18AH Batteries, Four Batteries, 48VDC	46.25	46.25
190	1	EA	740-749-21 Kit, Pedestal Mount, Micro Series, White	217.24	217.24
<b>Micro 1000XL Outdoor UPS and Battery Cable Kits. Batteries ordered separately</b>					
191	1	EA	017-239-49 Micro 1000XL, 120VAC hardwired Input and Output, 1000VAW,48VDC Battery Bus, with SNMP Card, NEMA 3R Cabinet	2,379.31	2,379.31
192	1	EA	870-602-26 Battery Cable Kit, Novus Micro 1000, 48VDC, 4 x 85GXL	53.45	53.45
193	1	EA	870-640-21 Battery Cable Kit, Novus MicroXL, 48VDC, 4 x 33Ah Batteries	31.81	31.81
194	1	EA	870-602-29 Battery Cable Kit, Novus XL3, 24 or 48VDC, 4 x 195/220GXL	117.05	117.05
<b>Micro 350 &amp; 1000 Outdoor UPS Options</b>					
195	1	EA	740-749-21 Kit, Pedestal Mount, Micro Series, White	217.24	217.24
196	1	EA	740-753-21 Kit, 480-120V Step Down Transformer with Accessory Box, Micro series	337.93	337.93
197	1	EA	740-753-22 Kit, Accessory Box, Novus Micro series	156.90	156.90



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198	1	EA	020-165-21 Fail Safe Universal Automatic/Manual Transfer Switch, 120VAC, 30A	385.93	385.93
199	1	EA	740-750-22 Kit, Battery Restraining, 85XL, Micro series	98.28	98.28
200	1	EA	740-729-23 Kit, XL3 Add-on, Novus Micro XL to XL3	1,014.86	1,014.86
201	1	EA	870-602-29 Battery Cable Kit, Novus XL3, 24 or 48VDC, 4 x 195/220GXL	117.05	117.05
202	1	EA	8700556-001 Kit, Battery Cable, Micro 350XL3, 24/48VDC, 4x Batteries w/1/4" Terminals	34.27	34.27
203	1	EA	189-223-10 Batt Hlr Mat, 120V 55W, M Type, 8inx13in	213.50	213.50
204	1	EA	189-224-10 Batt Hlr Mat, 120V 55W, D Type, 8x13"	199.64	199.64
<b>Sentra UPS, 120VAC, Line-interactive, Indoor UPS</b>					
205	1	EA	0170000 Alpha Sentra 750 Line-Interactive UPS, 750VA/675W, 36VDC Battery Bus, 3pc x 7Ah/12V battery	379.74	379.74
206	1	EA	0170001 Alpha Sentra 1000 Line-Interactive UPS, 1000VA/900W, 36VDC Battery Bus, 3pcs x 7Ah/12V battery	324.56	324.56
207	1	EA	0170002 Alpha Sentra 1500 Line-Interactive UPS, 1500VA/1350W, 36VDC Battery Bus, 3pcs x 9Ah/12V battery	469.96	469.96
208	1	EA	0170003 Alpha Sentra 2200 Line-Interactive UPS, 1920VA/1920W, 72VDC Battery Bus, 6pcs x 7Ah/12V battery	688.75	688.75
209	1	EA	0170004 Alpha Sentra 3000 Line-Interactive UPS, 3000VA/2700W, 72VDC Battery Bus, 6pcs x 9Ah/12V battery	798.10	798.10
<b>Sentra XL, 120VAC, Line-interactive, , Indoor UPS</b>					
210	1	EA	0170005 Alpha Sentra XL 1000 Line-Interactive UPS, 1000VA/900W, 24VDC Battery Bus, 4 pcs x 7Ah/12V battery	524.31	524.31
211	1	EA	0170006 Alpha Sentra XL 1500 Line-Interactive UPS, 1500VA/1350W, 24VDC Battery Bus, 4pcs x 9 Ah/12V battery	573.84	573.84
212	1	EA	0170007 Alpha Sentra XL 2200 Line-Interactive UPS, 1920VA/1920W, 48VDC Battery Bus, 8pcs x 7Ah/12V battery	753.94	753.94
213	1	EA	0170008 Alpha Sentra XL 3000 Line-Interactive UPS, 3000VA/2700W, 48VDC Battery Bus, 8pcs x 9Ah/12V battery	787.20	787.20






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Seq.	Qty	UM	PN / (Customer Item) / Description	Unit Price USD	Extended Price
Standard					
214	1	EA	0320000-001 Alpha Indoor Battery Pack, Sentra XL 1000 24VDC, 8 pcs x 7Ah/12V battery	515.73	515.73
215	1	EA	0320001-001 Alpha Indoor Battery Pack, Sentra XL 1500 24VDCm 8 pcs x 9Ah/12V battery	550.07	550.07
216	1	EA	0320002-001 Alpha Indoor Battery Pack, Sentra XL 2200, 48VDC, 8pcs x 7Ah /12Vbattery	514.22	514.22
217	1	EA	0320003-001 Alpha Indoor Battery Pack, Sentra XL 3000, 48VDC, 8pcs x 9Ah/12V battery	545.09	545.09
<b>Continuity 1KVA to 3KVA, Double Conversion, Indoor UPS, Battery Pack and PDU Options</b>					
218	1	EA	0170009 Alpha Continuity 1000 On-Line UPS, 1000VA/800W, 36VDC Battery Bus, 3pcs x 7Ah/12V battery	424.23	424.23
219	1	EA	0170010 Alpha Continuity 2000 On-Line UPS, 2000VA/1600W, 72VDC Battery Bus, 6pcs x 7Ah/12V battery	776.06	776.06
220	1	EA	0170011 Alpha Continuity 3000 On-Line UPS, 3000VA/2400W, 72VDC Battery Bus, 6pcs x 9Ah/12V battery	873.43	873.43
221	1	EA	0320004-001 Alpha Indoor Battery Pack, Continuity 1000, 36VDC, 12 pcs x 7Ah/12V battery	612.52	612.52
222	1	EA	0320005-001 Alpha Indoor Battery Pack, Continuity 2000, 72VDC, 12pcs x 7Ah/12V battery	623.87	623.87
223	1	EA	0320006-001 Alpha Indoor Battery Pack, Continuity 3000, 72VDC, 12 pcs x 9Ah/12V battery	665.95	665.95
224	1	EA	7400179 Rack Power Distribution Unit for External Maintenance Bypass, Continuity 1000	179.17	179.17
225	1	EA	7400180 Rack Power Distribution Unit for External Maintenance Bypass, Continuity 2000	173.55	173.55
226	1	EA	7400181 Rack Power Distribution Unit for External Maintenance Bypass, Continuity 3000	173.60	173.60
<b>Continuity 6KVA &amp; 10KVA, 208 / 240VAC, Double Conversion, Indoor UPS, Battery Packs, Transformer, PDU and Charger Options</b>					
227	1	EA	0170012 Alpha Continuity 6K On-Line UPS, 6kVA/5.4kW, 240VDC Battery Bus, without transformer & internal batteries	1,324.89	1,324.89
228	1	EA	0170013 Alpha Continuity 10K On-Line UPS, 10kVA/9kW, 240VDC battery Bus, without transformer & internal batteries	1,835.13	1,835.13



Alpha Technologies Ltd.  
 7700 Riverfront Gate  
 Burnaby BC V5J 5M4  
 Canada  
 Tel: +1 (604) 436-5900  
 CAN/USA: 1-800-667-8743  
<http://www.alpha.ca>

			Standard		
Seq	Qty	UM	PN / (Customer Item) / Description	Unit Price USD	Extended Price
229	1	EA	0320007-001 Alpha Indoor Battery Pack Double Conversion-6K, 240VDC, 20pcs x 7Ah/12V battery	828.29	828.29
230	1	EA	0320008-001 Alpha Indoor Battery Pack Double Conversion-10K, 240VDC, 20pcs x 9Ah / 12V battery	941.97	941.97
231	1	EA	7400117 Alpha 6K Transformer for Continuity 6k On-line, 208Vac Input Voltage	1,061.43	1,061.43
232	1	EA	7400118 Alpha 10k Transformer for Continuity 10k Online, 208Vac Input Voltage	1,800.62	1,800.62
233	1	EA	7400175 External Maintenance Bypass, Continuity 6K/1pc	231.40	231.40
234	1	EA	7400123 Parallel kit for Continuity 6k&10K	69.02	69.02
235	1	EA	7400190 External 1000W Charger,for Continuity 6K/10K	219.38	219.38
<b>Sentra, Sentra XL and Continuity Common Options</b>					
236	1	EA	7400122 Rack Mount Rail Kit for all Sentra and Continuity Series	59.17	59.17
237	1	EA	7400121 SNMP board for all Sentra and Continuity Series	146.64	146.64
238	1	EA	7400124 Dry contact board for all Sentra and Continuity Series	70.83	70.83

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u></b> <b>7b.</b>
<b>MEETING DATE:</b> October 17, 2016  <b>DEPARTMENT:</b> Administration  <b>STAFF PRESENTER:</b> Lisa Garcia Deputy Town Manager/Town Clerk  <b>SUBJECT:</b> Coolidge-Florence Elk's Lodge 2350 Special Event Liquor License Application		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> <b>Regulatory</b> <input type="checkbox"/> <b>1<sup>st</sup> Reading</b> <input type="checkbox"/> <b>2<sup>nd</sup> Reading</b> <input type="checkbox"/> <b>Other</b>

**RECOMMENDED MOTION/ACTION:**

Recommendation to the Arizona Department of Liquor Licenses and Control on the Coolidge-Florence Elk's Lodge 2350 application for a Special Event Liquor License for October 21, 2016.

**BACKGROUND/DISCUSSION:**

The Coolidge-Florence Elk's Lodge 2350 has submitted an application for a Special Event Liquor License for a Sun City Anthem private event, on October 21, 2016, from 1:00 pm to 12:00 am, at the Union Center, 3925 N. Sun City Boulevard, Florence, Arizona.

The purpose of a Special Event License is to allow charitable, civic, fraternal, political, or religious organizations to sell and serve spirituous liquor for consumption as a fundraiser. Special Event Licenses may be issued for no more than a cumulative total of 10 days in a calendar year. This is their fourth event this year. The fee for a Special Event License is \$25 per day, payable to the Arizona Department of Liquor License and Control. The Town of Florence is holding a check totaling \$25 to forward to the Arizona Department of Liquor License and Control upon Council approval.

**FINANCIAL IMPACT:**

None

**STAFF RECOMMENDATION:**

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

**ATTACHMENTS:**

Application

Arizona Department of Liquor Licenses and Control  
 800 W Washington 5th Floor  
 Phoenix AZ 85007-2934  
 www.azliquor.gov  
 (602) 542-5141

FOR DLLC USE ONLY
Event date(s): _____
Event time start/end: _____

**APPLICATION FOR SPECIAL EVENT LICENSE**  
 Fee= \$25.00 per day for 1-10 days (consecutive)  
 A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. §44-6852)

**IMPORTANT INFORMATION: This document must be fully completed or it will be returned.**

The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 15).

**SECTION 1** Name of Organization: COOLIDGE - FLORENCE ELKS LODGE 2350

**SECTION 2** Non-Profit/IRS Tax Exempt Number: 86-6057513

**SECTION 3** The organization is a: (check one box only)

- Charitable (501.C)  Fraternal (must have regular membership and have been in existence for over five (5) years)  
 Religious  Civic (Rotary, College Scholarship)  Political Party, Ballot Measure or Campaign Committee

**SECTION 4** Will this event be held on a currently licensed premise and within the already approved premises?  
 Yes  No

Name of Business	License Number	Phone (include Area Code)
------------------	----------------	---------------------------

**SECTION 5** How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation (look in special event planning guide) and check one of the following boxes.

- Place license in non-use  
 Dispense and serve all spirituous liquors under retailer's license  
 Dispense and serve all spirituous liquors under special event  
 Split premise between special event and retail location

(If not using retail license, submit a letter of agreement from the agent/owner of the licensed premise to suspend the license during the event. If the special event is only using a portion of premise, agent/owner will need to suspend that portion of the premise.)

**SECTION 6** What is the purpose of this event?  On-site consumption  Off-site (auction)  Both

**SECTION 7** Location of the Event: UNION CENTER  
 Address of Location: 3925 N. SUN CITY BLVD, FLORENCE 85132  
Street City County/State Zip

**SECTION 8** Will this be stacked with a wine festival/craft distiller festival?  Yes  No

**SECTION 9** Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Section 1. (Authorizing signature is required in Section 13.)

1. Applicant: MYERS VARR H 3-4-1951  
Last First Middle Date of Birth

2. Applicant's mailing address: 9805 N. VALLEY FARMS RD, COOLIDGE AZ 85128  
Street City State Zip

3. Applicant's home/cell phone: 520 560-5198 Applicant's business phone: 520 723-3832

4. Applicant's email address: varr.myers@gmail.com

**SECTION 10**

- Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?  
 Yes  No (if yes, attach explanation.)
- How many special event licenses have been issued to this location this year? 0  
 (The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)
- Is the organization using the services of a promoter or other person to manage the event?  Yes  No  
 (if yes, attach a copy of the agreement.)
- List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name COOLIDGE - FLORENCE ELKS LODGE 2350 Percentage 75%  
 Address 2241 N. ATTAWAY ROAD COOLIDGE AZ 85128  
Street City State Zip

Name SUN CITY ATHLETIC COMMUNITY ASS. Percentage 25%  
 Address 3925 N. SUN CITY BLVD FLORENCE AZ 85132  
Street City State Zip

5. Please read A.R.S. §4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

**Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.**  
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS  
OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"

6. What type of security and control measures will you take to prevent violations of liquor laws at this event?  
 (List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

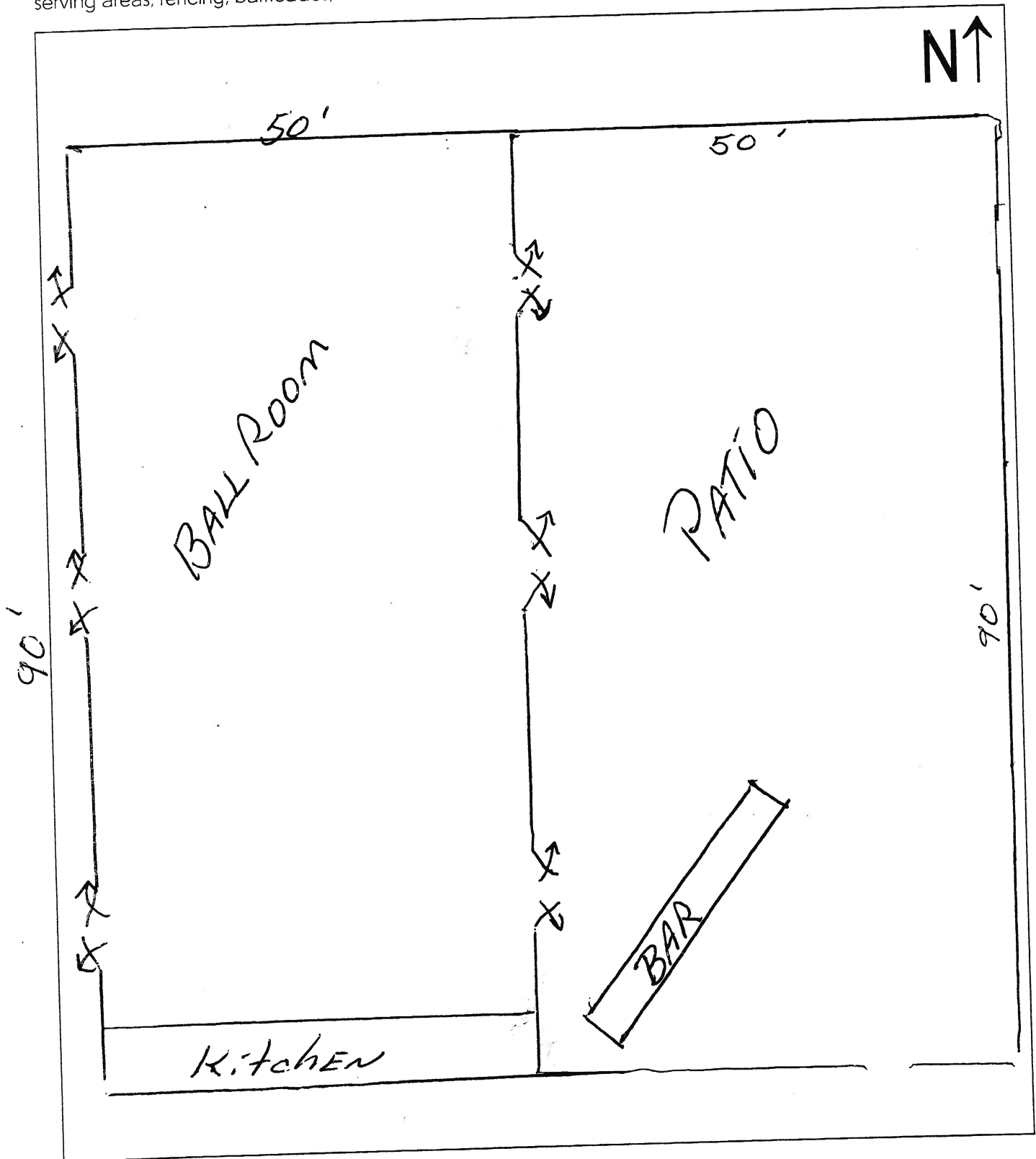
Number of Police 1 Number of Security Personnel  Fencing  Barriers

Explanation: THIS IS A PRIVATE PARTY FOR HOME OWNERS  
AT UNION CENTER, EXPECTING 100 OR LESS PEOPLE.

**SECTION 11** Date(s) and Hours of Event. May not exceed 10 consecutive days.  
 See A.R.S. §4-244(15) and (17) for legal hours of service.

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>Oct 21, 2016</u>	<u>FRIDAY</u>	<u>1 pm</u>	<u>12 AM</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

**SECTION 12** License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. The following space is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.



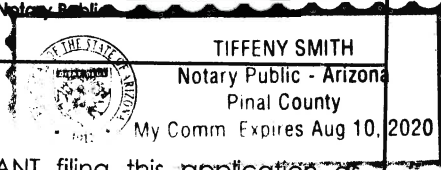
**SECTION 13** To be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

I, VARR H. MYERS (Print Full Name) declare that I am an OFFICER, DIRECTOR, or CHAIRPERSON appointing the applicant listed in Section 9, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X Varr Myers (Signature) TRUSTEE Title/ Position 10-5-16 Date 520-360-5198 Phone #

The foregoing instrument was acknowledged before me this 5th Day Oct Month 2016 Year

State Arizona County of Pinal  
My Commission Expires on: Aug 10, 2020 Date Tiffany Smith Signature of Notary Public



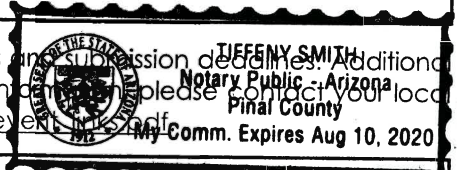
**SECTION 14** This section is to be completed only by the applicant named in Section 9.

I, VARR H. MYERS (Print Full Name) declare that I am the APPLICANT filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

X Varr Myers (Signature) TRUSTEE Title/ Position 10-5-2016 Date

The foregoing instrument was acknowledged before me this 5th Day Oct Month 2016 Year

State Arizona County of Pinal  
My Commission Expires on: Aug 10, 2020 Date Tiffany Smith Signature of Notary Public



Please contact the local governing board for additional application requirements and licensing fees may also be required before approval may be granted. For more information please contact your local jurisdiction: [http://www.azliquor.gov/assets/documents/homepage\\_docs/spec\\_event\\_app.pdf](http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_app.pdf)


**SECTION 15** Local Governing Body Approval Section

I, \_\_\_\_\_ (Government Official) \_\_\_\_\_ (Title) recommend  APPROVAL  DISAPPROVAL  
on behalf of \_\_\_\_\_ (City, Town, County) \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_ Phone \_\_\_\_\_

**FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY**

APPROVAL  DISAPPROVAL BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice**  
B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.  
D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.  
E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.  
F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u></b> <b>7c.</b>
<b>MEETING DATE:</b> October 17, 2016  <b>DEPARTMENT:</b> Public Works Department  <b>STAFF PRESENTER:</b> Christopher A. Salas, Public Works Director/Town Engineer  <b>SUBJECT:</b> Approval to award a contract to Creative Paving Solutions, LLC, for improvements on Main Street (Ruggles to 12 <sup>th</sup> Street)		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> Regulatory</li> <li><input type="checkbox"/> 1<sup>st</sup> Reading</li> <li><input type="checkbox"/> 2<sup>nd</sup> Reading</li> </ul> <input type="checkbox"/> <b>Other</b>

**RECOMMENDED MOTION/ACTION:**

Authorization to enter into a contract with Creative Paving Solutions, LLC, for sandblasting and sealing improvement on Main Street, between Ruggles and 12<sup>th</sup> Street, in an amount not to exceed \$40,000.

**BACKGROUND/DISCUSSION:**

The Town has identified these streets as being main access ways for ingress and egress of pedestrians as well as the need to provide high traffic visibility; thus, it is in need of crosswalk and traffic for pedestrian safety and welfare.

Previous intersection paving broke the monotony of the streets; highlighted crosswalks as an extension of the pedestrian realm and commercial locations, instituted crosswalk markings and the entire intersection. Decorative paving though are not deemed a safety measure within a crosswalk, so transverse high visibility markings are required such as in the bands; thus providing a) streets and commercial areas important to the Town, b) entries of residential streets to higher volume streets, c) mid-block crossing via treatment, and d) contrasting with the primary materials.

Federal Highway Administration (FHWA) concludes that high visibility crosswalks has a positive effect on pedestrian and driver behavior thus due to low approach driver angles, use of transverse markings can increase the visibility of a crosswalk.

Transverse markings used in addition to colored or textured pavement to legally establish a crosswalk location. The previous transverse marking application offered minimal sealing, deteriorated upon sweeper action, and the antiquing only enhanced tire markings.



As a result an extended life of sealant, removal of some of the antiquing and a more contrasting color provides a more desirable feature for the crosswalks and intersections. The work operations consisting of sand blasting, and sealing will occur during evening hours and take approximately one week to complete the entire project.

### **FINANCIAL IMPACT:**

The current fiscal year budget funds \$40,000 for this project under Fund Account No. 012-518-322. Allocation would be \$40,000 for Account No. 012-518-322.

Staff advertised the project for competitive bids. The Town received no bids during the advertised time, but did receive a late bid. Staff has chosen to award the late bid as a sole source, the bid is significantly lower than existing contracts with co-operative language.

Sole Source is authorized under Section 4.4 of the Town of Florence Purchasing Code:

Departments may procure and contract for supplies and services without using competitive procedures when it is clearly determined to be impractical to procure through the competitive bidding process. The Department Head shall submit a Sole Source/Emergency Purchase Justification Form (Supplement 7.7) to the Town Manager for pre-approval. If approved by Town Manager, the Department Head shall process the corresponding requisition.

In the event a Sole Source Purchase exceeds \$25,000, the Department Head shall obtain Town Council pre-approval, and, if approved, the purchase shall be processed by the Department in accordance with the Purchasing Policy.

### **STAFF RECOMMENDATION:**

Authorization to enter into a contract with Creative Paving Solutions, LLC, for sandblasting and sealing improvement on Main Street, between Ruggles and 12<sup>th</sup> Street, in an amount not to exceed \$40,000.

### **ATTACHMENTS:**

- Sole Source Form
- Quote
- Contract

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: Creative Paving Solutions Date 7-Oct-16

Commodity (general descriptive) Improvements on Main Street (Ruggles to 12th Street)

Dollar Amount NTE \$40,000 (If over \$25,000, must go to Town Council for approval)

Account Number 012-518-322

**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.

**Emergency**

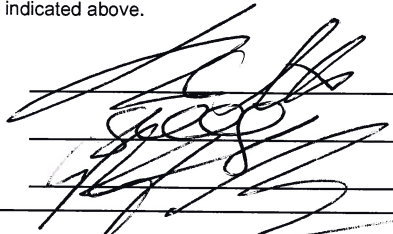
Check all entries that apply. At least two of the following conditions must be met:

- 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 is the only vendor that provided a quote upon Requests for Bid.

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

10/7/16

Review by Finance Director

Date

10/7/16

Approved by Town Manager

Date

10/24/16

# Memo

**To:** Lisa Garcia

**From:** Christopher A. Salas

**CC:**

**Date:** October 7, 2016

**Re:** Improvements on Main Street (Ruggles to 12<sup>th</sup> Street)

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The attached Sole Source form is prepared for the Improvements on Main Street Project (Ruggles to 12<sup>th</sup> Street). The Sole Source justification entries provided on the form are not applicable to this Project. Hence, "none of the above apply" was selected as the option. The explanation for that option is that Creative Paving was the only vendor interested in the Project and the only vendor to provide a bid.

C R E A T I V E  
**P A V I N G**  
S O L U T I O N S  
**"THE EVOLUTION OF PAVING TECHNOLOGY"**

**Proposal**

Chris Salas  
Public Works Director/Town Engineer  
Town of Florence  
Via e-mail to: [Christopher.salas@florenceaz.gov](mailto:Christopher.salas@florenceaz.gov)  
September 12, 2016

Job Name:  
Main Street Crosswalks

Creative Paving Solutions proposes furnishing the materials and performing the labor necessary to complete the line items listed below:

**Option A**

We will sandblast and seal approximately 10,152 square feet of existing concrete. We will use Decocoat Polymer Systems DP-100 High Performance Tire Repellant Clear Sealer. We will do this for \$2.73 per square foot or a total of \$27,714.96 plus applicable sales taxes.

We will, sandblast, prime, and coat approximately 1,100 square feet of concrete using Black Decocoat Polymer Systems DP-200 Heavy Duty High Traffic Coating. We will do this for \$4.03 per square foot or a total of \$4,433.00 plus applicable sales taxes.

**Total for option A is \$32,147.96 plus applicable sales taxes.**

**Option B**

We will sandblast, prime, coat, and seal approximately 10,152 of existing concrete. We will use Decocoat Polymer System DP-200 Heavy Duty High Traffic Coating; color TBD; and Decocoat Polymer systems DP-100 High Performance Tire Repellant Clear Sealer. We will do this for \$5.00 per square foot or a total of \$50,760.00 plus applicable sales taxes.


We will, sandblast, prime, and coat approximately 1,100 square feet of concrete using Black Decocoat Polymer Systems DP-200 Heavy Duty High Traffic Coating. We will do this for \$4.03 per square foot or a total of \$4,433.00 plus applicable sales taxes.

**Total for option B is \$55,193.00 plus applicable sales taxes.**

**This proposal does NOT INCLUDE Davis Bacon/Prevailing Wages.**

**Town of Florence will provide All Necessary Traffic Control.**

- Any additional square footage will be charged at the same rates as shown above per square foot plus applicable sales taxes
- Prices are valid for thirty days from the date of this proposal.
- Payment will be made as follows:
  - Payments will be due 30 days after completion
  - **FINAL BILLING WILL BE BASED ON FIELD MEASUREMENTS OF ACTUAL WORK COMPLETED. IF ACTUAL FIELD MEASUREMENTS ARE 10% OR GREATER LESS THAN INITIALLY PROPOSED AN INCREASE IN THE PRICE PER SQUARE FOOT MAY BE REQUIRED.**
- Creative Paving Solutions is not responsible for, and will not warranty any damage caused by anyone other than Creative Paving Solutions.
- Creative Paving Solutions will not warranty any material that was not supplied by Creative Paving Solutions for this project.
- Creative Paving Solutions is not responsible for below grade moisture.
- Exclusions:
  - Surveying and/or engineering
  - Field layout
  - Paving
  - Bonds and permits
  - Cleaning prior to commencement of work

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u></b> <b>7d.</b>
<b>MEETING DATE:</b> October 17, 2016  <b>DEPARTMENT:</b> Administration  <b>STAFF PRESENTER:</b> Jennifer Evans, Management Analyst  <b>SUBJECT:</b> Brunenkant Building Lease Agreement with Weagant Law Offices, PLC	<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> <b>Regulatory</b> <input type="checkbox"/> <b>1<sup>st</sup> Reading</b> <input type="checkbox"/> <b>2<sup>nd</sup> Reading</b> <input type="checkbox"/> <b>Other</b>	

**RECOMMENDED MOTION/ACTION:**

A motion to approve the Lease Agreement between the Town of Florence and Weagant Law Offices, PLC, for the Brunenkant Building.

**BACKGROUND/DISCUSSION:**

Weagant Law Offices, PLC, is a general service law firm operated and managed by Cody N. Weagant. Mr. Weagant would like to lease the Brunenkant Building to be used as office space for his law firm.

Mr. Weagant has practiced law in Pinal County for over eight years and concentrates his legal focus on criminal defense, family law and personal injury claims. The Pinal County Superior Court in Florence is the main forum for the firm’s representation; however, Mr. Weagant practices in all Pinal County courts. In special circumstances, cases are taken elsewhere around the State of Arizona in both traditional court settings and administrative hearings.

**FINANCIAL IMPACT:**

The term of the lease is from November 1, 2016 to October 31, 2017. The monthly rent will be \$500 and the tenant will pay for the cost of utilities each month as invoiced by the Town. The tenant will maintain the landscaping, except for trees. The Town will maintain the trees and provide pest control service for the building.

**STAFF RECOMMENDATION:**

Staff recommends approval of the lease with Weagant Law Offices, PLC.

**ATTACHMENTS:**

Brunenkant Building Lease Agreement

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**291 NORTH BAILEY STREET PROPERTY LEASE AGREEMENT**

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TOWN OF FLORENCE, ARIZONA,  
an Arizona municipal corporation

AND

WEAGANT LAW OFFICES,  
a professional limited liability company

---

DATE: November 1, 2016

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## PROPERTY LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") is made and entered into on the \_\_\_ day of October, 2016 by Town of Florence, Arizona, a municipal corporation, hereinafter called "Landlord" and Weagant Law Offices, a professional limited liability company, hereinafter called "Tenant". The Landlord and Tenant may be referred to in the Lease collectively as the "Parties" and each individual as "Party".

### 1. LEASED PREMISES

For and in consideration of the rent to be paid and of the covenants and agreements of the Tenant as hereinafter set forth, Landlord does hereby lease to Tenant 1,782 square feet, the first floor and second floor excluding the basement, of the premises located at 291 North Bailey Street, Florence, Arizona, also known as the Brunenkant Building, and hereinafter referred to as the "Premises", or, the "Leased Premises".

### 2. TERM

The Lease term shall begin on the **1st day of November, 2016**, and end on the **31st day of October, 2017** (the "Initial Term"). Landlord shall use its best efforts to put Tenant in possession of the Leased Premises at the beginning of the Initial Term. If Landlord is unable to timely provide the Leased Premises for occupancy by Tenant, rent shall abate for the period of delay. Tenant agrees it shall make no other claim against Landlord for any such delay.

### 3. EXTENSIONS

The parties hereto may elect to extend the Initial Term upon such terms and conditions as may be agreed upon in writing and signed by the parties at the time of any such election, provided that Tenant gives notice of its request to extend the Initial Term no later than sixty (60) days prior to the expiration of the Initial Term. If Tenant does not elect to extend the Initial Term in accordance with this paragraph, this Lease shall end on the **31st day of October, 2017** (the "Expiration Date") and thereafter Tenant may only occupy the Premises on a month-to-month basis. Such month-to-month tenancy may be terminated by Landlord upon thirty (30) days notice to Tenant. Landlord's acceptance of rent payments after the Expiration Date shall not constitute a renewal of this Lease Agreement.

### 4. RENTS

Rent shall be paid at the rate of **five hundred dollars (\$500.00)** per month for the duration of the Lease. In addition to the rent, the Tenant is responsible for the commercial property lease transaction privilege tax and government property lease excise tax. Each monthly payment of rent due thereafter shall be payable on the first day of each calendar month for the balance of the Initial Term. Payment of rent shall be made to Landlord at Town of Florence, P.O. Box 2670, 775 North Main Street, Florence, Arizona 85132, or at such other place designated by written notice from



Landlord. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis. If rent is not received by the close of the 5<sup>th</sup> business day then the late fee of \$25.00 will be added to the Tenant's account.

## 5. SECURITY DEPOSIT

The Tenant has deposited with the Landlord the sum of **five hundred dollars (\$500.00)** as security for the full and faithful performance by the Tenant of all the terms of this lease required to be performed by the Tenant. Such sum shall be returned to the Tenant after the expiration of this lease, provided the Tenant has fully and faithfully carried out all of its terms. At the expiration of this Lease or such other time as Tenant may request the return of the Security Deposit, Landlord shall make an inspection of the Leased Premises and deduct from the Security Deposit such sums as are necessary to repair and refurbish the Leased Premises to the condition which existed prior to Tenant's occupancy thereof. In the event of a bona fide sale of the property of which the Leased Premises are a part, the Landlord shall have the right to transfer the security deposit to the purchaser to be held under the terms of this lease, and the Landlord shall be released from all liability for the return of such security to the Tenant.

## 6. PURPOSE

A. Tenant shall use the Leased Premises for the purpose of conducting the business of a law office (the "Use") and for no other purpose without Landlord's express prior written consent. This Use must also be and remain consistent with Exhibit "A". In the event Tenant desires to use the Leased Premises for a different business purpose not described above, Tenant shall first apply, in writing, for approval for such use to the Town of Florence.

B. If Tenant fails to meet any of these requirements, then Landlord may terminate the lease after providing the Tenant no less than thirty (30) days written notice of Landlord's intent to terminate the lease. If Tenant does not satisfy the above conditions or otherwise cure the deficiencies indicated in the notice within thirty (30) days, Landlord may terminate the lease as provided in Section 18 below.

C. The Premises shall not be used in violation of this Lease, any zoning laws applicable to the Premises, or in violation of any federal, state or local laws or regulations.

## 7. PROHIBITED USES

Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device. All uses must conform to the Downtown Commercial (DC) zoning requirements, the Development Code, and the Landlord's Property Lease Policy, as promulgated by Town from time to time.

## 8. SUBLEASE AND ASSIGNMENT

A. Tenant shall not sublet or assign this Lease without Landlord's consent. To assign this Lease to a business with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets, Tenant must receive either written consent from Landlord (not to be unreasonably withheld) or enter into a new lease agreement reasonably satisfactory to both parties.

Except as set forth above, neither Tenant nor any assignee may sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's written consent.

## 9. REPAIRS

A. During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs and refurbishment of the Leased Premises. Repair and refurbishment shall include, but is not limited to, the repair and refurbishment of normal wear and tear to floors, walls, ceilings, and other parts of the Leased Premises caused by Tenant's use and enjoyment of the Leased Premises, except for major mechanical systems or the roof, [(so long as damage thereto is not caused, in whole or in part, by the acts or omissions of Tenant, its invitees or those under Tenant's direction and control) subject to the obligations of the parties as may otherwise be set forth in this Lease.]

B. Tenant has examined the Leased Premises and associated landscaping, improvements and parking lot, and Tenant hereby accepts the Leased Premises "as is" and "where is" and Tenant shall and does hereby waive all claims Tenant, now or hereafter, may have against Landlord arising out of or in any way attributable to the physical status or condition of the Leased Premises, landscaping, improvements, and parking lot. Tenant acknowledges and agrees that Landlord has not made any representations or warranty, express or implied, as to the suitability of Leased Premises for the Use.

## 10. TENANT IMPROVEMENTS

A. Tenant, at Tenant's expense, shall have the right to remodel, redecorate, or make additions, improvements and replacements to the interior of the Leased Premises (excluding the exterior landscaping and the parking lot) from time to time as Tenant may deem desirable (the "Tenant Modifications"), provided the same are made in a workmanlike manner, lien free, in accordance with all codes, and utilizing good quality materials. Tenant must obtain the written consent of Landlord prior to undertaking any such Tenant Modifications. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased

Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease but not after ten (10) days after the expiration thereof, provided that such removal does not cause any damage to the Premises. Any damage caused by the removal of Tenant's personal property shall be repaired by Tenant at Tenant's expense. If Tenant fails to repair any such damage Landlord may repair the damage and deduct the costs thereof from Tenant's security deposit, with Tenant remaining liable for the excess, if any, over the security deposit. At the expiration of this Lease, at Landlord's direction, Tenant shall remove any such personal property from the Leased Premises at Tenant's sole cost and expense, repairing any damage to the Leased Premises occasioned thereby.

B. Tenant may have prepared plans and specifications for the construction of the Tenant Modifications, and, if so, such plans and specifications are attached hereto as Exhibit "B" and incorporated herein by reference. Tenant shall obtain all certificates, permits, licenses and other authorizations of governmental bodies or authorities which are necessary to permit the construction of the improvements on the Leased Premises and shall keep the same in full force and effect at Tenant's cost.

C. Tenant shall negotiate, let and supervise all contracts for the furnishing of services, labor, and materials for the construction of the Tenant Modifications on the Leased Premises at its sole cost and expense. All such contracts shall require the contracting party to guarantee performance and all workmanship and materials installed by it for a period of one year following the date of completion of construction. Tenant shall cause all contracts to be fully and completely performed in a good and workmanlike manner, all to the effect that the improvements shall be fully and completely constructed and installed in accordance with good engineering and construction practice. Tenant shall include in any contract for the construction of Tenant Modifications a requirement that bonds in the full amount of the contract sum be furnished guaranteeing the faithful performance of the contract requirements and the payment of any and all subcontractors.

D. During the course of the Tenant Modifications, Tenant shall, at its cost, keep in full force and effect a policy of builder's risk and liability insurance in a sum equal to three times the amount expended for construction of the improvements. All risk of loss or damage to the improvements during the course of construction shall be on Tenant with the proceeds from insurance thereon payable to Landlord.

E. Nothing herein shall alter the intent of the parties that Tenant shall be fully and completely responsible for all aspects pertaining to the construction of the Tenant Modifications to Leased Premises and for the payment of all costs associated therewith. Landlord shall be under no duty to investigate or verify Tenant's compliance with the provisions contained herein. Moreover, neither Tenant nor any third party may construe the permission granted Tenant hereunder to create any responsibility on the part of the Landlord to pay for any improvements, alterations or repairs occasioned by the Tenant.

## 11. UTILITIES

Tenant shall pay the amount due for charges for water, sewer, gas, and electricity at the Leased Premises. Tenant shall pay the utilities invoice upon the due date for the monthly payment of this Lease or the first of the month, whichever comes first. Tenant shall be responsible for all of its own telecommunications and cable charges but Tenant may use the wireless internet already available on the premises.

Tenant acknowledges that the Leased Premises are designed to provide standard office or retail use, electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilize excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

## 12. LANDSCAPE MAINTENANCE AND PEST CONTROL

Tenant shall be responsible for the regular landscape maintenance of the Premises except for the trees located on the Premises. Maintenance of the trees shall be the responsibility of the Landlord. Landlord shall maintain the Premises free from insects and other pests. Landlord shall, at its sole cost and expense, regularly control pests and insects within the Premises in the same manner as other Town-owned buildings including regular spraying.

## 13. SIGNAGE

A. Exterior Signs. Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect and thereafter, to repair or replace, if it shall so elect, signs on any portion of the Leased Premises, providing that Tenant shall remove any such signs upon termination of this lease, and repair all damage occasioned thereby to the Leased Premises at its sole cost and expense.

B. Interior Signs. Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect, maintain, place and install its usual and customary signs and fixtures in the interior of the Leased Premises.

## 14. ENTRY

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

## 15. PARKING

During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to

time by Landlord. Landlord reserves the right to designate parking areas within the Premises or in reasonable proximity thereto, for Tenant and Tenant's agents and employees.

## 16. MECHANIC'S LIENS

Tenant shall pay before delinquent all sums of money which, if unpaid, would entitle any person to a mechanic's or material man's or laborer's lien against the Leased Premises, or on Lessee's interest under this Lease. Tenant agrees that it will neither do any act, nor fail to do any act, which would result in the recordation of any lien against the Leased Premises.

## 17. INSURANCE AND INDEMNIFICATION

### A. INDEMNIFICATION

(i) To the fullest extent permitted by law, Tenant shall defend, indemnify and hold harmless the Town of Florence, its Mayor and Council members, agents, officers, officials, representatives, and employees from and against all tort 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 either wholly or in part from the acts, errors, mistakes, omissions, work or services of the Tenant, its agents, employees, contractors or subcontractors in the performance of this Lease, and regardless of whether or not such claim, damages, loss or expenses are caused in part by Landlord.

(ii) Tenant's duty to defend, hold harmless and indemnify the Town of Florence, its Mayor and Council members, agents, officers, officials, representatives, and employees shall arise in connection with any tort claims, damages, losses or expenses that are attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused either wholly or in part by Tenant's acts, errors, mistakes, omissions, work or services in the performance of this Lease including any employee of the Tenant or any other person for whose acts, errors, mistakes, omissions, work or services the Tenant may be legally liable, and regardless of whether or not such claim, damages, losses or expenses are caused in part by Landlord.

(iii) 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.

### B. INSURANCE REQUIREMENTS

(i) The Tenant, at Tenant's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. rating of "A", or approved and licensed to do business in the State of Arizona with policies and forms satisfactory to the Landlord/Town of Florence.

(ii) All insurance required herein shall be maintained in full force and effect during any term of this Lease; failure to do so may, at the sole discretion of the Town of Florence, constitute a material breach of this Lease.

(iii) The Tenant's insurance shall be primary insurance, and any insurance or self-insurance maintained by the Town of Florence shall not contribute to it. Any failure to comply with the claim reporting provisions of the policies or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect the Town of Florence.

(iv) The insurance policies required by this Lease shall name the Town of Florence, its Mayor and Council members, agents, officers, officials, representatives, and employees as Additional Insured.

### C. REQUIRED COVERAGES

#### (i) General Liability

(a) Tenant shall, at Tenant's expense, maintain a policy of comprehensive public liability insurance with a limit of not less than \$1,000,000 for each occurrence and with a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Lease, which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 000211093(October 2001 version). The coverage shall not exclude X, C, U.

(b) Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision, which would serve to limit third party action over claims.

(c) The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s, Additional Insured, Form B, CG20101185 (October 2001 version).

#### (ii) Property Insurance

(a) Landlord shall obtain and keep in force during any term of this Lease, a policy or policies of insurance covering loss or damage to the Leased Premises, in the amount of the full replacement value thereof, providing protection against all perils included within the classification of fire, flood, extended coverage, vandalism, malicious mischief and special extended perils.

(b) Tenant shall obtain and keep in force during any term of this Lease, a policy or policies of insurance covering loss or damage to the contents of the Leased premises.

Tenant agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom, or for loss or damage to goods, wares, merchandise or other property in or on the Leased Premises owned or belonging to Tenant, Tenant's employees, invitees, customers, or any other person in or about the Leased Premises; nor shall Landlord be liable for injury to the person of Tenant, Tenant's employees, agents or contractors, whether such damage or injury to persons or property is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction, or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning, or light fixtures or from any other cause; or whether the said damage or injury to person or property results from conditions arising upon the Leased Premises or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant.

(iii) Certificates of Insurance

(a) Prior to delivery of possession of the Leased Premises to Tenant, Tenant shall furnish the Landlord/Town of Florence with Certificates of Insurance, or formal endorsements as required by this Lease, issued by Tenant's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Lease are in full force and effect.

(b) In the event any insurance policy (ies) required by this Lease is (are) written on a "claims made" basis, coverage shall extend for two years past the expiration of any term of this Lease as evidenced by annual Certificates of Insurance.

(c) If a policy does expire during any term of this Lease, a renewal certificate must be sent to the Town of Florence fifteen (15) days prior to the expiration date.

18. DEFAULTS AND REMEDIES

A. DEFAULTS

The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant:

(i) The vacating or abandonment of the Leased Premises by Tenant;

(ii) The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when due;

(iii) The failure by Tenant to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Tenant, other than described in subsection (A) above, where such failure shall continue for a period of fifteen (15) days after written notice hereof from Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than fifteen (15) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commenced such

cure within said fifteen (15) day period and thereafter diligently prosecutes such cure to completion, such additional time to complete not to exceed thirty (30) additional days.

(iv) The making by Tenant of any general arrangement for the benefit of creditors; the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets, located at the Leased Premises, or, of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or, the attachment, execution, or other judicial seizure of substantially all of Tenant's assets located at the Leased Premises or of Tenant's interest in this Lease where such seizure is not discharged within thirty (30) days.

(v) The filing or recordation of a lien against the Leased Premises due to any action or inaction of Tenant.

## B. REMEDIES

(i) In the event of any such material default or breach by Tenant, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default or breach:

(ii) Terminate Tenants' right to possession of the Leased Premises by any lawful means in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Leased Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including but not limited to, the cost of recovering possession of the Premises; expenses of reletting, including necessary renovation and alteration of the Premises; reasonable attorney's fees; and any real estate commission actually paid; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that Tenant provides could be reasonably avoided. In the event Tenant shall have abandoned the Premises, Landlord shall have the option of 1) retaking possession of the Premises and recovering from Tenant the amount specified in this paragraph, or 2) proceeding under subsection (iv) below.

(iii) Maintain Tenant's right to possession in which case this Lease shall remain in effect whether or not Tenant shall have abandoned the Premises. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent as it becomes due hereunder.

(iv) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State of Arizona, including the right to declare a landlord's lien on Tenant's personal property located on the Leased Premises. Where a landlord's



lien is declared by Landlord, Landlord may, without notice or demand to Tenant, terminate Tenant's right to possession of the premises until Landlord has secured sufficient personal property or full payment of rent to satisfy the amount of rent owed. Should Landlord declare a landlord's lien on the Leased Premises pursuant to this paragraph, the Lease shall not be considered terminated, and Landlord shall have a right to recover rent as it becomes due.

C. DEFAULT BY LANDLORD

(i) Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than fifteen (15) days after written notice by Tenant to Landlord and to the holder of any first mortgage or deed of trust covering the Premises whose name and address shall have theretofore been furnished to Tenant in writing, specifying wherein Landlord has failed to perform such obligations; provided however, that if the nature of Landlord's obligation is such that more than fifteen (15) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such fifteen (15) day period and thereafter diligently prosecutes the same to completion. If Landlord does not perform, the holder of any first mortgage may perform in Landlord's place and Tenant must accept such performance.

D. HOLDOVER BY TENANT

(i) If Lessee shall hold over after expiration of the Initial Term, or any extension of the Initial Term, such tenancy shall be from month-to-month only upon such terms, covenants, and conditions as set forth herein except for those relating to the term of the Lease. Any such month-to-month tenancy may be terminated by Landlord upon thirty (30) days notice to Tenant. However, nothing herein shall be construed as or deemed a waiver of any rights of Landlord to take such action in law or equity as Landlord may have under the provisions of this Lease or otherwise.

E. BANKRUPTCY OF TENANT

(i) If Tenant should make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or be adjudicated bankrupt or insolvent, or permit a receiver to be appointed to take possession of a substantial portion of the Tenant's assets or of this leasehold, and such bankruptcy, insolvency or receivership proceedings not be dismissed within thirty days, then Landlord may, without notice or demand, terminate this Lease and forthwith re-enter and repossess the demised premises and remove all persons, and under no circumstances shall this Lease be assigned or transferred by operation of law.

19. DAMAGE AND DESTRUCTION

Subject to the Insurance provisions contained herein, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural

defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises as determined in the sole discretion of Landlord, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord may, in its sole discretion, repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant subject to the provisions of this Lease which may permit Landlord to retain such payments. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

## 20. TITLE

A. Subordination. Tenant shall, upon the request of Landlord in writing, subordinate this Lease to the lien of any present or future institutional mortgage upon the Leased Premises irrespective of the time of execution or the time of recording of any such mortgage. Provided, however, that as a condition to such subordination, the holder of any such mortgage shall enter first into a written agreement with Tenant in form suitable for recording to the effect that:

(i) Foreclosure. In the event of foreclosure or other action taken under the mortgage by the holder thereof, this Lease and the rights of Tenant hereunder shall not be disturbed but shall continue in full force and effect so long as Tenant shall not be in default hereunder; and

(ii) Such holder shall permit insurance proceeds and condemnation proceeds to be used for any restoration and repair required by the Damage and Insurance provisions of this Lease. Tenant agrees that if the mortgagee or any person claiming under the mortgage shall succeed to the interest of Landlord in this lease, Tenant will attorn to and recognize said mortgagee or person as its Landlord under the terms of this Lease, provided that said mortgagee or person for the period during which said mortgagee or person respectively shall be in possession of the Leased Premises and thereafter their respective successors in interest shall assume all of the obligations of Landlord hereunder. The word "mortgage", as used herein includes mortgages, deeds of trust or other similar instruments, and modifications, and extensions thereof. The term "institutional mortgage" means a mortgage securing a loan from a bank (commercial or

savings) or trust company, insurance company or pension trust or any other lender institutional in nature and constituting a lien upon the Leased Premises.

C. Quiet Enjoyment. Landlord covenants and agrees that upon Tenant paying the rent and observing and performing all of the terms, covenants and conditions on Tenant's part to be observed and performed hereunder, that Tenant may peaceably and quietly have, hold, occupy and enjoy the Leased Premises in accordance with the terms of this Lease without hindrance or molestation from Landlord or any persons lawfully claiming through Landlord.

21. ATTORNEY'S FEES

In the event of any legal action between Landlord and Tenant to enforce any of the provisions and/or rights hereunder, the unsuccessful party to such action agrees to pay to the other party all costs and expenses, including reasonable attorney's fees incurred in prosecuting or defending such action, and if judgment is recovered in such action or proceeding, such costs, expenses and attorney's fees shall be included in and as a part of such judgment.

22. NOTICES

Any notice required to be given by or to either Landlord or Tenant pursuant to this Lease, shall be in writing and shall be forwarded by certified mail, postage prepaid, addressed as follows:

For Landlord:

Town of Florence  
Town Manager  
P.O. Box 2670  
775 North Main Street  
Florence, AZ 85132

For Tenant:

Cody Weagant  
Weagant Law Offices, PLC  
P. O. Box 2345  
Florence, AZ 85132

23. ADDITIONAL ACTS.

The Tenant agrees to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of this Lease.

24. GOVERNING LAW/JURISDICTION/VENUE.

This Lease shall be governed by and construed in accordance with the substantive laws of the State of Arizona, without reference to conflict of laws and principles. Any action brought to interpret, enforce, or construe any provision of this Lease shall be commenced and maintained in the Superior Court of the State of Arizona in and for County of Pinal (or, as may be appropriate, in the Justice Courts of Pinal County,

Arizona or in the United States District Court for the District of Arizona, if but only if, the Superior Court lacks or declines jurisdiction over such action). The Tenant irrevocably consents to jurisdiction and venue in such courts for such purposes and agrees not to seek transfer or removal of any action commenced in accordance with the terms of this paragraph. Should any dispute, misunderstanding, or conflict arise as to the terms or provisions contained in this License, the matter shall first be referred to the Town, and Town shall determine the term or provision's true intent and meaning.

25. NO LIENS.

Tenant shall not create or permit any liens to be placed of record against the Leased Premises.

26. TIME OF ESSENCE.

Time is of the essence of this Lease. The time within which an act must be accomplished, shall be calculated by excluding the first day and including the last day. However, if this Lease requires any act to be done or action to be taken on a date which is a Saturday, Sunday, or legal holiday, such act or action shall be deemed to have been validly done or taken if done or taken on the next succeeding day which is not a Saturday, Sunday, or legal holiday.

27. INCORPORATION BY REFERENCE.

All Exhibits to this Lease are fully incorporated herein as though set forth at length herein.

28. SEVERABILITY.

If any provision of this Lease is determined to be unenforceable based on a final, non-appealable order of the Court, the remaining provisions shall nevertheless be kept in effect.

29. NO CONFLICTS OF INTEREST.

Tenant understands and agrees that pursuant to the provisions of A.R.S. 38-511, Landlord may terminate this Lease within one (1) year after execution of the Lease without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, draft or creating the Lease on behalf of the Landlord is or becomes, at any time while the Lease or an extension of the Lease is in effect, an employee of or a consultant to any other party to this Lease with respect to the subject matter of the Lease.

30. CONSTRUCTION.

The terms and provisions of this Lease represent the results of negotiations between the Parties, each of which has been, or has had the opportunity to be, represented by counsel of its own choosing, and neither of which has acted under any duress or compulsion, whether legal, economic, or otherwise. Consequently, the terms and provisions of this Lease shall be incorporated and construed in accordance with their usual and customary meanings. The Parties each hereby waive the application of any rule of law which would otherwise be applicable in connection with the interpretation and construction of this Lease and that ambiguities or conflicting terms or provisions contained in this Lease shall be interpreted or construed against the Party whose attorney prepared or drafted the executed Lease or any earlier draft of the same or any of its exhibits.

31. WAIVER.

None of the provisions of this Lease shall be deemed to have been waived by any act or knowledge of any party or its agents or employees, but only by a specific written waiver signed by an authorized officer of such party and delivered to the other party. One or more waivers by either Party of any provisions, terms, conditions, or covenants of this Lease shall not be construed as a subsequent breach of same by the other Party.

32. COUNTERPARTS.

This Lease may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, binding on all of the Parties. The Parties agree that this Lease may be transmitted between them via facsimile. The Parties intend that the faxed signatures constitute original signatures and that a faxed contract containing the signatures (original or faxed) of all the Parties is binding upon the Parties.

33. LICENSES.

Tenant shall maintain in current status all Federal, State and local licenses and permits required for the Use during the Use Period.

34. NON-EXCLUSIVE REMEDIES.

The rights and remedies of Landlord under this Lease are not exclusive.

35. SURVIVAL.

All warranties, representations and indemnification by Tenant shall survive the completion, expiration, cancellation, abandonment or termination of this Lease.

[BALANCE OF THIS PAGE LEFT BLANK INTENTIONALLY; SIGNATURES AND  
ACKNOWLEDGEMENTS APPEAR ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, Landlord and Tenant have executed this Lease as of the day and year first written above.

**LANDLORD:**

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

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

\_\_\_\_\_  
Date

**ATTEST:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Clifford L. Mattice, Town Attorney

**TENANT:**

Weagant Law Offices PLC, a professional limited liability company

By: \_\_\_\_\_

Its: Owner \_\_\_\_\_

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

STATE OF ARIZONA     )  
  ) ss.  
County of Pinal         )

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, and that as such, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

(Seal and Expiration Date)

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

My Commission Expires:

\_\_\_\_\_

## **EXHIBIT A**

### **Business Summary**

Weagant Law Offices, PLC is a general service law firm operated and managed by Cody N. Weagant. Mr. Weagant has practiced law in Pinal County for over eight years and has concentrated his legal focus on criminal defense, family law and personal injury claims. The Pinal County Superior Court in Florence is the main forum for the firm's representation; however, Mr. Weagant practices in all Pinal County courts and in special circumstances, cases are taken elsewhere around the State of Arizona in both traditional court settings and administrative hearings. Weagant Law Offices, PLC prides itself on providing high quality and efficient legal services with a focus on communication and the results gained for clients.

Over the past eight years in Pinal County, Mr. Weagant sat on the Boys & Girls Clubs of the Casa Grande Valley Board of Directors for four years. For the last two years, Mr. Weagant has volunteered at the Florence Junior Parade Rodeo. Mr. Weagant's prior law firm, for which he was a partner, Wallace, Volkmer & Weagant, PLLC regularly financially supported many non-profit organizations throughout Pinal Count, including, but not limited to: the Vista Grande Boys Basketball Team, the Casa Grande Union Softball Team, the Florence High School Baseball and Football Teams, the Special Olympics, Casa Grande Little League, the Boys & Girls Clubs of the Casa Grande Valley, Ride for the Warrior, Corey Lawton Cancer Foundation, and the Pinal 40. Mr. Weagant's oldest daughter attends Florence K-8 School.



**EXHIBIT B**

Tenant Modifications

[PLACEHOLDER FOR ALL PERMANENT TENANT MODIFICATIONS]



## TOWN OF FLORENCE COUNCIL ACTION FORM

### AGENDA ITEM 7e.

**MEETING DATE:** October 17, 2016

**DEPARTMENT:** Community Development

**STAFF PRESENTER:** Mark Eckhoff, AICP  
Community Development Director

**SUBJECT:** Proclamation declaring October 2016 as National  
Community Planning Month

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

### RECOMMENDED MOTION/ACTION:

Proclaim October 2016 as National Community Planning Month in the Town of Florence and highlight the contributions, sound planning, and plan implementation make to the resilience of our communities.

### BACKGROUND/DISCUSSION:

The celebration of National Community Planning Month gives us the opportunity to recognize those who have contributed their time and expertise to improving the sustainability and resilience of their communities through planning activities. Community planning helps manage change in a way that provides better choices for how people work and live.

Community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future and preparedness of their community. The full benefits of planning require the whole community to understand, support and demand excellence in planning and plan implementation.

The month of October is designated as National Community Planning Month throughout the United States of America and its territories.

### FINANCIAL IMPACT:

None

### RECOMMENDATION:

Proclaim October 2016 as National Community Planning Month.

### ATTACHMENT:

National Community Planning Month Proclamation

# Proclamation

## NATIONAL COMMUNITY PLANNING MONTH

**WHEREAS**, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and

**WHEREAS**, community planning and plans can help manage this change in a way that provides better choices for how people work and live. Community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

**WHEREAS**, the full benefits of planning requires public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

**WHEREAS**, the month of October is designated as National Community Planning Month throughout the United States of America and its territories, and

**WHEREAS**, The American Planning Association and its professional institute, the American Institute of Certified Planners, endorse National Community Planning Month as an opportunity to highlight the contributions sound planning and plan implementation make to the quality of our settlements and environment; and

**WHEREAS**, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of Boards and Commissions and other citizen planners who have contributed their time and expertise to the improvement of the Town of Florence; and

**WHEREAS**, the Town of Florence recognizes the many valuable contributions made by professional community and regional planners of the Town of Florence and extend our heartfelt thanks for the continued commitment to public service by these professionals.

**NOW, THEREFORE**, I Tom J. Rankin, the Mayor of the Town of Florence, Arizona, do proclaim the month of October 2016 as “**National Community Planning Month**” in the Town of Florence in conjunction with the celebration of National Community Planning Month.

In witness thereof, I hereby set my hand and affix the Official Seal of the Town of Florence, Arizona, this 17<sup>th</sup> day of October 2016.

---

Tom J. Rankin, Mayor

**ATTEST:**

---

Lisa Garcia, Town Clerk

**MINUTES OF THE TOWN OF FLORENCE COUNCIL MEETING OF THE FLORENCE TOWN COUNCIL HELD ON TUESDAY, SEPTEMBER 6, 2016, AT 6:00 P.M., IN THE FLORENCE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.**

**CALL TO ORDER:**

Mayor Rankin called the meeting to order at 6:01 p.m.

**ROLL CALL:**

Present: Rankin, Walter, Woolridge, Hawkins, Guilin, Anderson, Wall.

**MOMENT OF SILENCE**

Mayor Rankin called for a moment of silence.

**PLEDGE OF ALLEGIANCE**

Mayor Rankin led the Pledge of Allegiance.

**CALL TO THE PUBLIC**

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

There were no public comments.

**PRESENTATION**

**Presentation of the Town Manager Work Plan**

Mr. Brent Billingsley, Town Manager, provided a presentation, in which he outlined the following:

- Purpose
  - The purpose of the office of the Town Manager is to provide plans, controls, direction, and coordination to the activities and functions of all Town departments, resources, personnel, capital, and projects on behalf of the Town Council, employees, and the citizens of Florence so they can be informed, be provided, and receive needed services and enjoy a safe and productive place to live, work, and play.
- Why?

- In accordance with Section 11 of his contract, he is required to prepare and present to Council, a performance plan that specifies benchmark areas of accomplishment.
- It is the right thing to do
- Major Accomplishments within six months
  - Fiscal Year 2015/2016 Budget Target (\$1.2 Million)
  - Floodplain Management Regulation Update
  - 2016 Legislative Agenda
  - 2016 Pavement Preservation Program
  - 2016 Expenditure Limitation Special Election
    - Approval of Proposition 411 – Expenditure Limitation
    - The Town now has Home Rule for a four year period.
  - 2016 Employee Benefits (cost reduction)
  - 2016 Community Facilities District (CFD) Bond Sales (General Obligation and Special)
  - Public Works Director Recruitment
  - Balanced Fiscal Year 2016/2017 Final Budget
- Three year plan
  - Eight major issues identified through discussions
    - Economic Development
    - Water and Wastewater Infrastructure
    - Roads and Streets
    - Historic Preservation
    - Relationships (internal and external)
    - Public Safety
    - Customer Service
    - Quality of Life
- Economic Development
 

<ul style="list-style-type: none"> <li>• <u>Goals</u></li> </ul>	<ul style="list-style-type: none"> <li>• <u>Objectives</u></li> </ul>
Quality jobs	Business retention Business expansion Recruit quality employers Job diversification
Retail	Additional retail opportunities
Downtown	Quality events Vibrant/attractive/functional Effective marketing
- Water/Wastewater
 

<ul style="list-style-type: none"> <li>• <u>Goals</u></li> </ul>	<ul style="list-style-type: none"> <li>• <u>Objectives</u></li> </ul>
Water Supply	Future sources Maintenance Quality Reclamation
Infrastructure	Maintenance Capital Improvements

- |   |  |
|---|--|
| Sewer Treatment   | Upgrades<br>Expansion  |
| - Roads and Streets   |  |
| <ul style="list-style-type: none"> <li>• <u>Goals</u><br/>Maintenance ROW</li> </ul>  | <u>Objectives</u><br>Permitting<br>Lifecycle program (providing the maintenance necessary to reduce the expenditures for all out reconstruction)<br>Acquire additional funding<br>Improve drainage (Damage around Town is because they do not drain properly.)<br>Reconstruction of existing roads (Diversion Dam is almost complete.)<br>Streetscape Project in the downtown area<br>Multimodal improvements (specifically the need of cyclist and the need to expand the system) |
| Enhancement   | Connectivity<br>Mobility<br>North/South Corridor   |
| Expansion   |  |
| - Historic Preservation   |  |
| <ul style="list-style-type: none"> <li>• Toured Tucson and spoke with State experts regarding infill, historic preservation, historic properties and historic districts.</li> <li>• Training: Historic District Advisory Commissioners attended Historic Preservation Conference.</li> <li>• <u>Goals</u><br/>Infill</li> </ul> | <u>Objectives</u><br>Address vacant properties<br>Encourage investment in the downtown<br>Innovative programs<br>Infill/Territory Square<br>Visual enhancement to the downtown<br>Supporting infrastructure (CDBG Grant Application for fire protection in the downtown)   |
| New Projects  | General Plan Update<br>Code enforcement<br>Simplify/streamline processes   |
| Codes/Plans   |  |
| - Relationships   |  |
| <ul style="list-style-type: none"> <li>• <u>Goals</u><br/>Intergovernmental</li> </ul>  | <u>Objectives</u><br>Pinal County<br>Coolidge<br>San Carlos (San Carlos Irrigation Drainage District, San Carlos Indian Power)<br>Florence Unified School District/Central Arizona College   |
| Employers   | Local Businesses<br>Prisons/supporting industries  |

- |                        |   |
|------------------------|---|
| State/Regional/Federal | CAG/MAG<br>State agencies (ADOT, ADEQ, DOR, ACC, etc.)<br>State and Federal Elected Officials |
| Internal               | Council/Manager<br>Manager/ Employee<br>Employee/Customer                                     |
- Public Safety
    - Goals
      - Police
        - Objectives
        - Maintain optimum levels
        - Safest City in Arizona
      - Fire
        - Maintain optimum levels
        - Enhance ISO rating (Rating is utilized to determine the cost of insurance on your property.)
        - Education/assistance
      - Facilities
        - Provide needed infrastructure for public safety (Equipment, technology, vehicles)
  - Customer Service
    - Goals
      - Accountability
        - Objectives
        - Provide fast, fair, efficient, and friendly customer service to all customers
      - Transparency
        - Meaningful public involvement (Strategic Planning)
        - Media relationships
        - Open and honest information
      - Training
        - Educate, empower, and enable employees to better serve the customer
  - Quality of Life
    - Goals
      - Cultural
        - Objectives
        - Broaden arts, culture, events
      - Social Services
        - Facilitate needed services (such as durable medical equipment program)
      - Community Facilities
        - Provide adequate facilities
      - Recreation
        - Provide opportunities
      - Library
        - Expand services
      - Education
        - Innovative programs/Youth (Teen Leadership Program)
        - Partnerships
      - Community Needs
        - Jobs, shopping, programs
  - Current Priorities
    - Sustainable financial future for Florence
    - Council Strategic Plan
    - Infrastructure financing to upgrade infrastructure (WIFA, USDA, FHWA, etc.)
    - Economic development (jobs/housing)
    - Preparing for new residential development
    - Water system improvements
    - Wastewater improvements
    - Street maintenance/improvements
    - Outstanding legal issues

**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. Proclamation of the Mayor declaring September 2016 as Grandfamily/Kinship Care Month.**
- b. Approval of the Coolidge-Florence Elk's Lodge application for their Special Event Liquor License application to the Arizona Department of Liquor Licenses and Control for their Demolition Derby event to be held on October 1, 2016.**
- c. Resolution No. 1597-16:**

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, read Resolution No. 1597-16 by title only.

**A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, DECLARING AS A PUBLIC RECORD A CERTAIN DOCUMENT FILED WITH THE TOWN CLERK AND ENTITLED "TERRITORY SQUARE ZONING DISTRICT" BOOK DATED JULY, 27 2016.**

- d. Approval to purchase nine Motorola APX7000 Digital Portable Radios and associated equipment, in an amount not to exceed \$65,987.15.**
- e. Approval to purchase one 2016 Mini Excavator 303E for the Public Works Department, to Empire Machinery, in an amount not to exceed \$39,000.**
- f. Approval of accepting the register of demands ending July 31, 2016, in the amount of \$3,099,133.72.**

On motion of Councilmember Hawkins, seconded by Councilmember Woolridge, and carried to approve the consent agenda, as written, with the exception of Item d.

- d. Approval to purchase nine Motorola APX7000 Digital Portable Radios and associated equipment, in an amount not to exceed \$65,987.15.**

Councilmember Anderson asked for clarification regarding the Police Department not being able to purchase the third dispatch terminal due to unanticipated installation and on-going service costs.

Ms. Jennifer Evans, Management Analyst, stated that the grant was originally awarded to fund the third 9-1-1 dispatch console. When the procurement process started with that project, the Police Department found that there were cost overruns that were unanticipated with regards to installation and telecommunication lines as well as ongoing service. The amount, which would exceed what the grant covered, is approximately \$20,000 per year of ongoing costs. Knowing that there is a need to



replace the existing radios, staff requested that the Gila River Indian Community change the scope of the project to purchase radios instead of the dispatch console.

Councilmember Anderson inquired how critical is the console to the department.

Mr. Dan Hughes, Police Chief, stated that the hope is that the State will assist with funding of the console next year. If the Town were to purchase the console and have it installed, the Town will incur a cost of approximately \$2,000 per month; however, if the State were to provide the console, the State would absorb the monthly cost. He stated that they are fine with the equipment they currently have; however, they were looking to get a head of the curb. They will use the area as a training area but will not be able to take calls from that location.

On motion of Councilmember Anderson, seconded by Councilmember Guilin, and carried to approve the purchase of nine Motorola APX7000 Digital Portable Radios and associated equipment, in an amount not to exceed \$65,987.15.

## **UNFINISHED BUSINESS**

### **Ordinance No. 649-16:**

Ms. Garcia read Ordinance No. 649-16 by title only.

**AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, TO AMEND THE TERRITORY SQUARE ZONING BOOK PER SECTION 150.070 TERRITORY SQUARE (TS) CONTAINED WITHIN THE LAND USAGE SECTION OF THE TOWN OF FLORENCE CODE OF ORDINANCES (CASE PZ 16-51 ORD).**

On motion of Councilmember Woolridge, seconded by Councilmember Hawkins, and carried to adopt Ordinance No. 649-16.

### **Resolution No. 1596-16:**

Ms. Garcia read Resolution No. 1596-16 by title only.

**A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE TERRITORY SQUARE EXPANSION MINOR GENERAL PLAN AMENDMENT FOR PROPERTY LOCATED AT THE SOUTHEAST CORNER OF BUTTE AVENUE AND PLANT ROAD (CASE PZ 16-49 GPA).**

On motion of Councilmember Woolridge, seconded by Vice-Mayor Walter, and carried to adopt Resolution No. 1596-16.

### **Ordinance No. 652-16:**

Ms. Garcia read Ordinance No. 652-16 by title only.

**AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE TERRITORY SQUARE ZONE CHANGE ON APPROXIMATELY 40 ACRES LOCATED AT THE SOUTHEAST CORNER OF BUTTE AVENUE AND PLANT ROAD (PZ 16-50 ZC).**

On motion of Councilmember Anderson, seconded by Councilmember Guilin, and carried to adopt Ordinance No. 652-16.

**TOWN MANAGER'S REPORT**

Mr. Billingsley introduced Jamie White, GIS Coordinator, who has worked on the CIP Tool. He stated that they are launching the beta version of the CIP Tool on the website.

Mr. Jamie White, GIS Coordinator, provided a brief tutorial on the CIP Tool and how it works. He performed a live search for the Council to show how one would navigate through the tool.

Mr. Billingsley stated that the project information is accessible through the tool. Some of the information includes: project name, fiscal year of project, funding, status, and contractor. The hope is to provide a project schedule for each of the projects in the near future. He stated that the Public Works Department has Excel schedules for the projects that indicate when the project is slated to go out for bid.

Mr. Billingsley stated that the Florence Police Department will soon be hosting the second Citizens Academy. It will be held on Wednesday evenings and is scheduled to begin in early October. He asked those who are interested in learning more about Florence and what the police officers do to please sign up. He encouraged the public to take part in the next academy.

Mr. Billingsley read into the record a news release that was provided by the Government Finance Officers' Association:

"The Certificate of Achievement for Excellence and Financial Reporting has been awarded to the Town of Florence by the Governor's Finance Officers' Association of the United States and Canada (GFOA ) for its Comprehensive Annual Financial Report (CAFR). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting and its attainment represents the significant accomplishment by a government and its management. An award of financial reporting achievement has been awarded to the individuals or department or agency designated by the government as the primarily responsible for preparing an award winning CAFR. This has been presented to the Finance Department of the Town of Florence. The CAFR has been judged by an impartial panel to meet the needs and standards of the program including and demonstrating a constructive spirit of full disclosure to clearly communicate the financial story and motivate potential users and user groups to read the CAFR. The GFOA is a non-profit professional organization serving approximately 7,500 government finance professionals with offices in Chicago and Washington D. C."

Mr. Billingsley congratulated the Council, Budget Committee and Finance Department on the achievement.

Mr. Billingsley stated that the Town has been awarded a \$1,500 grant for smoke detectors for the fire safety program that they are hoping to implement this fall.

Mr. David Strayer, Fire Chief, stated that they will be able to purchase 100 smoke detectors and will target the elderly. They will start in the Caliente area and will go door-to-door to ensure that the residents have working smoke detectors. He stated that the solar plant that is in near proximity to Fire Station 2 provided the grant.

Mr. Billingsley stated that the Town appreciates their contribution.

Mr. Billingsley read a letter from FEMA and the National Emergency Training Center into the record:

“Dear Chief Strayer,

Congratulations, it is my pleasure to inform you of your acceptance into the U. S. Fire Administration’s National Fire Academy (NFA) Fire Executive Officer Program to commence within Fiscal Year 2017, from October 1, 2016 thru September 30, 2017. This year the selection process was particularly difficult for the NFA. There were many qualified applicants and a limited number of EFOP slots. You will be assigned to one of our executive development course offerings which will be held at the National Emergency Training Center in Emmitsburg, Maryland.”

Chief Strayer stated the program is for four years and there is a research paper that is required after you attend for two weeks and then after each attendance thereafter. He stated that it is a very difficult program to get into and he was pleased that he was selected. He is looking forward to applying the knowledge that he gains from this training.

Mayor Rankin inquired if ADOT has been advised of the completion of Diversion Dam Road so they can move forward with the traffic signal.

Mr. Billingsley stated that the project is 50% complete. The Town’s portion which included utility relocation, paving, concrete work, and providing utilities and conduit for ADOT is complete. ADOT needs to install the signal, per the agreement. ADOT has been contacted and has reviewed the project throughout the process. He stated that ADOT will move forward as funding becomes available. ADOT has not provided a time frame.

## **DEPARTMENT REPORTS**

**Community Development**

**Courts**

**Fire**

**Library**

**Parks and Recreation**

**Police**

## **Public Works**

Vice-Mayor Walter inquired about Community Development's Report where it states that staff continues to respond to inquiries regarding the purchase of land within Anthem or Anthem at Merrill Ranch communities. It is an ongoing item, and specifies as such; however, she asked for an update.

Mr. Mark Eckhoff, Community Development Director, stated that there have been continuous inquiries (due diligence) regarding the purchase of the undeveloped portions of Anthem or going into the Merrill Ranch development. With regards to Anthem, it is primarily on the west side of Hunt Highway. There is also interest in the land swap area where Pulte is building the new subdivision with Merrill Ranch. There are two entities that are looking at a deal; however, nothing has been consummated. Staff has been providing responses to impact fees, CFDs, zoning, and zoning amendments.

Vice-Mayor Walter stated that she has received questions about the Streetscape Project from various business owners and that the businesses have been affected by the disruption due to the project.

Mr. Jess Knudson, Assistant Town Manager, stated that he spoke with one of the business owners on Main Street. One concern is the holes where the old streetlights were removed as well as the holes that are being dug for the new streetlights. Those areas have been designated as a hazard for pedestrians and barricades with lights have been installed to alert pedestrians. The concerns addressed to him were the aesthetics of the street and confusion from customers where they think that there is no parking in that area. Discussions include installing signage in the project area indicating that the downtown is open for business and that parking is not restricted where you see the barricades. He stated that they opted not to do grates because someone could trip if there were to be a slight variance in height, and that could cause a liability for the Town.

Mr. Knudson stated that the project should be completed in a 12 week time period, which would have completion in early December. He stated that he received an email stating that the project will be completed in early November; however, this is tentative.

Vice-Mayor Walter inquired if the Town knew that the project would take approximately three months and why did they dig so early into the project before the lights were ready to be installed.

Mr. Knudson stated that the lights were ordered after the Town had conversations with the contractor to ensure that the lights ordered were the approved lights.

Vice-Mayor Walter inquired if there is any way to speed up the process.

Mr. Knudson stated that they are doing their best. He stated that no one wants to see the construction delayed.

The Department Reports were received and filed.

### **CALL TO THE PUBLIC**

There were no public comments.

### **CALL TO THE COUNCIL – CURRENT EVENTS ONLY**

Councilmember Hawkins thanked all the residents who voted in favor of the Home Rule as well as those who came to the informational sessions on Home Rule. He stated that legislation needs to look at the law and perhaps do away with it. The law made sense at the time it was adopted; however, there are not any communities that can operate without having a home rule. It is an election that is needless for the taxpayers and everyone should let their legislators know that this particular law needs to be revisited. He thanked everyone who voted for him, he appreciates the votes.

Councilmember Wall agreed with Councilmember Hawkins' comments. She thanked the Town and Council for allowing her to attend the League of Arizona Cities and Towns Conference. She attended sessions on economic development as well as open meeting law and other pertinent topics. She came back with a wealth of information and hopes to share and benefit from this for the next four years that she will be serving.

Councilmember Wall thanked everyone for voting in support of Home Rule and for those who voted.

Councilmember Woolridge, Councilmember Guilin, and Councilmember Anderson echoed Councilmember Hawkins and Councilmember Wall's comments.

Councilmember Anderson stated that he spoke previously about the CAP allocations. The Department of the Interior has released a forecast for 2017 on Lake Mead and that it will be at 1,078 feet which is three feet above the critical mass. They are forecasting that there will not be a water shortage at Lake Mead.

Vice-Mayor Walter stated that it is with a heavy heart that she announced that Florence lost a very fond educator as well as an administrator. She asked for a moment of silence.

Mayor Rankin stated that the August 30, 2016 election was very important to Florence regarding the passage of Home Rule. He stated that it is his opinion that Florence's citizens have confidence in the Town to manage the revenues that the Town is receiving. He stated that just because the Town now has the ability to spend the revenue that it receives does not mean that there will be frivolous spending. He stated that the Town will continue to build their reserve funds. The Town is considering asking for a permanent home rule in the future.

Mayor Rankin expressed his condolences to the family of Mr. John Allee. He stated that Mr. Allee was a principal at Florence K-8 and Walker Butte. He ran on this election's ballot for the Florence Unified School District School Board and he received

enough votes to be on the November ballot. The passing of Mr. Allee leaves a deep void in the community.

Mayor Rankin stated that the General Election will be held November 8, 2016. He congratulated Gem Cox for running a good race and to Vice-Mayor Walter for moving forward to the run-off along with him in the General Election. He congratulated those who were elected to the Council. He stated that there was less than a 50% voter turnout for the Primary Election and would like to see the turn out for the General Election exceed 50% of the voters.

### **ADJOURN TO EXECUTIVE SESSION**

**An Executive Session will be held during the Council Meeting for the purpose of discussions or consultations with designated representatives of the public body and/or legal counsel pursuant to A.R.S. Sections 38-431.03 (A)(3), (A)(4), and (A)(7) and to consider its position and instruct its representatives and/or attorneys regarding:**

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.

Town's position and instruct its attorneys in regard to Arizona Department of Environmental Quality proceedings.

Town's position and instruct its attorneys in regard to contracts and pending or contemplated litigation involving land use in the Town.

Town's attorneys for legal advice on a pending and threatened claim filed by Johnson Utilities.

Town's attorney for Legal advice on condemnation case file by Southwest Environmental Utilities LLC. Case No. CV2 01601374.

Town's attorney for legal advice on procurement procedures associated with the Division Dam Road Project.

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

### **ADJOURN FROM EXECUTIVE SESSION**

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

### **ADJOURNMENT**

On motion of Councilmember Hawkins, seconded by Vice-Mayor Walter, and carried to adjourn the meeting at 8:16 pm.

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

ATTEST:

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

I certify that the following is a true and correct copy of the minutes of the Florence Town Council meeting held on September 6, 2016, and that the meeting was duly called to order and that a quorum was present.

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

**MINUTES OF THE TOWN OF FLORENCE COUNCIL MEETING HELD ON MONDAY, SEPTEMBER 19, 2016, AT 6:00 P.M., IN THE FLORENCE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.**

**CALL TO ORDER**

Mayor Rankin called the meeting to order at 6:00 pm.

**ROLL CALL:**

Present: Rankin, Walter, Woolridge, Hawkins, Guilin, Anderson, Wall.

**MOMENT OF SILENCE**

Mayor Rankin called for a moment of silence in remembrance of past-Governor Rose Mofford.

**PLEDGE OF ALLEGIANCE**

Mayor Rankin led the Pledge of Allegiance.

**CALL TO THE PUBLIC**

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

Mr. Doug Stinson, President, Pinal County Mounted Posse, stated that they have started a jackpot barrel race and gymkhana for the children at the rodeo grounds on the third Saturday of each month. Even though they did not publicize their first event, they had a great turnout. He said that they are also working with the Town to get the water system upgraded for water storage at the arena. One local business made a very generous donation and they have all the necessary equipment. The Posse is working out the details with the Town.

Mr. Stinson stated that they have begun to reach out for sponsorship for Jr. Parada as well as selling ads for the program. He stated that the fees range from \$25 to \$500.

Mr. Brent Billingsley, Town Manager, stated that Mr. Jerry Ravert, Florence Resident, wrote a letter to the Council, and it was published in the local newspaper. The letter has been provided to Council for their review.

**PRESENTATION**



**Presentation of Vallarie Woolridge's Twelve Year Service Award received from the League of Arizona Cities and Towns.**

Mayor Rankin presented Councilmember Woolridge with her Twelve Year Service Award from the League of Arizona Cities and Towns for her service on the Town Council. He recognized all of the various boards that Councilmember Woolridge has served on during her tenure on the Town Council. He stated that Councilmember Woolridge also serves on the Coolidge Transportation Advisory Committee. He thanked her for her time and dedication to the Town of Florence.

Councilmember Woolridge thanked the voters who continually vote her into office. She stated that she really enjoys serving the residents and helping Florence to be progressive. She stated that Florence is trying to be current and progressive and she enjoys being a part of that.

**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. Proclamation declaring October 2016 as Light Town Hall Purple for Domestic Violence Awareness Month.
- b. Approval of the Florence Football Booster Club's Special Event Liquor License application to the Arizona Department of Liquor Licenses and Control, for their Cow Pie Bingo event to be held at Heritage Park, on October 21, 2016.
- c. Approval of the San Tan United Sports Academy's Special Event Liquor License application to the Arizona Department of Liquor Licenses and Control, for the Anthem Celebrates the Arts event, at Anthem at Merrill Ranch Community Park, on November 12, 2016.
- d. Appoint Tom L. Smith to the Parks and Recreation Advisory Board, with a term to expire December 31, 2017.
- e. Approval to enter into a Lease Agreement with Florence Mosaic Church of the Nazarene, owner of the Florence Fudge Company., for Suite 101, in the Silver King Market Place.
- f. Approval to enter into a Lease Agreement with Bucks 4 Style, LLC, for Suite 102, in the Silver King Market Place.
- g. Approval to enter into Lease Agreement with Seconds Please... on Main, LLC, for Suite 202, in the Silver King Market Place.
- h. Approval of the August 1, August 15, and August 22, 2016 Council minutes.
- i. Receive and file the following board and commission minutes:

- i. June 9, and July 14, 2016 Arts and Culture Commission minutes.**
- ii. June 29, 2016 Historic District Advisory Commission minutes.**
- iii. June 15, 2016 Library Advisory Board minutes.**

On motion of Councilmember Hawkins, seconded by Councilmember Anderson, and carried to approve the consent agenda, as written, with the exception of Item 7i ii.

Councilmember Woolridge stated that the June 29, 2016 Historic District Advisory Commission (HDAC) minutes do not reflect the reason that the plaque was erected at the American Legion facility. She stated that she is disappointed that the HDAC minutes do not reflect the reason for the plaque. The plaque was erected to recognize that the building was used as a school for black children years ago. The HDAC minutes should reflect the reasons for the plaque. It is irrelevant that the Town did not contribute money for the plaque because this is part of the Town's history. She stated that by only stating that a plaque was erected at the American Legion, the Town is failing to acknowledge a part of the community's history.

Councilmember Woolridge stated that by ignoring this part of our history, we continue to contribute the climate that exists in our country. Segregation exists in more areas than in schools, and until we acknowledge that racism existed and still exists today, things will not get better.

Councilmember Woolridge stated that she is offended that the historical information surrounding the erection of the plaque was not included in the HDAC minutes. She stated that by omitting the history it is disrespectful to our black community members and especially the children that had to attend school at that building. She stated that people need to look at themselves and have a serious conversation about racism. She would like the Town to work with the Florence Unified School District and the American Legion to have some type of public acknowledgment of the plaque and why it was placed at that building. She stated that by failing to talk about the history, we tend to repeat it and there are some things that need to remain history and not be repeated.

Councilmember Woolridge stated that she is appreciative that the American Legion chose a place to hang that plaque; however, the Town failed to publically acknowledge the plaque.

- i. June 29, 2016 Historic District Advisory Commission minutes.**

On motion of Councilmember Woolridge, seconded by Vice-Mayor Walter, and carried to approve the June 29, 2016 Historic District Advisory Commission minutes.

## **NEW BUSINESS**

**Discussion/Approval/Disapproval to enter into a Lease Agreement with Brittany Padilla, owner of W Rose Skin Spa, for Suite 201, in the Silver King Market Place.**

Ms. Jennifer Evans, Management Analyst, stated that Suite 201 became available in September 2016. Ms. Brittany Padilla, owner of W Rose Spa, approached the Town a number of months ago interested in leasing space in the Silver King Market Place once it became available. Staff has worked with her for approximately four months and helped her develop her business plan. Her business was previously located on Butte Avenue. She stated that W Rose Spa is a place where aesthetician services are offered.

Ms. Evans stated that Ms. Padilla is interested in moving into the Silver King Market Place because of the foot traffic. Staff believes the business is a good fit for the location. W Rose Spa has been in business for one and a half years and she is hoping to grow her operation. Staff believes that Suite 201 will afford the opportunity to grow her business there.

On motion of Councilmember Guilin, seconded by Councilmember Anderson, and carried to enter into a Lease Agreement with Brittany Padilla, owner of W Rose Skin Spa, for Suite 201, in the Silver King Market Place

**Resolution No. 1599-16:**

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, read Resolution No. 1599-16 by title only.

**A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, DECLARING AND ADOPTING THE RESULTS OF THE PRIMARY ELECTION, HELD ON AUGUST 30, 2016.**

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, stated that the election was held on August 30, 2016. She stated that the total number of registered voters were 4,930. The number of ballots cast in the Primary Election was 2037. The number of votes cast through mail ballot were 1,581, which equated to 77% of the total ballots cast.

The votes cast for the candidates for Mayor were as follows:

<u>Names</u>	<u>Votes</u>
Cox, Gem	483
Rankin, Tom J.	617
Walter, Tara	887

Ms. Garcia stated that Tom J. Rankin and Tara Walter will move forward to the General Election, which will be held on November 8, 2016.

Votes cast for the candidates for councilmember are as follows:

Cox, Strom	776
Duron Michelle	806
Hawkins, Bill	975
Larsen Kristen	964

Ms. Garcia stated that all candidates received enough votes to be able to be elected in the primary election. Underneath the State Statutes, Rules associated with running elections, the top three members did get elected. The new councilmembers that will be seated in December 2016 are Bill Hawkins, Kristen Larsen, and Karen J. Wall.

Ms. Garcia stated that Proposition 411 was also on the ballot. She stated that those voting in favor of Proposition were 1,320, and those against were 567. Proposition 411 passed and the Town of Florence once again has Home Rule for the next four years starting the next fiscal year.

Ms. Garcia stated the Town received a 41.32% voter turnout for the 2016 Primary election. Compared to the last mayoral election, the voter turnout is down from 52%.

Vice-Mayor Walter stated the registered voters increased by approximately 800 voters.

Mayor Rankin thanked the voters for passing Proposition 411. It shows the Council that the voters have trust in the Council and how they are operating. He would like all voters to vote in the General Election and would like to see the turnout exceed 50%.

On motion of Councilmember Anderson, seconded by Councilmember Guilin, and carried to adopt Resolution No. 1599-16.

#### **Resolution No. 1600-16:**

Ms. Garcia read Resolution No. 1600-16 by title only.

**A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, DECLARING ITS INTENTION TO ESTABLISH A STREET LIGHT IMPROVEMENT DISTRICT TO PURCHASE ENERGY FOR LIGHTING THE PUBLIC STREETS AND PARKS IN THE AREA WITHIN THE CORPORATE LIMITS OF THE TOWN OF FLORENCE, ARIZONA, DESCRIBED ON EXHIBIT A, ATTACHED HERETO; DECLARING SUCH IMPROVEMENTS TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT AND THAT THE EXPENSES THEREOF BE PAID FOR BY THE LEVY AND COLLECTION OF AD VALOREM TAXES UPON THE ASSESSED VALUATION OF ALL REAL AND PERSONAL PROPERTY IN A CERTAIN DISTRICT TO BE KNOWN AS "TOWN OF FLORENCE, ARIZONA, MERRILL RANCH STREET LIGHT IMPROVEMENT DISTRICT NO. 1"; AND ORDERING THAT SUCH IMPROVEMENTS BE PROVIDED FOR UNDER THE PROVISIONS OF SECTION 48-572, ARIZONA REVISED STATUTES.**

Ms. Garcia stated that staff has asked that this item be tabled to the next Council Meeting.

On motion of Vice-Mayor Walter, seconded by Councilmember Guilin, and carried to table Resolution No. 1600-16.

**Ratification of a contract for the Diversion Dam Road Project with Willdan, in an amount not to exceed \$172,078.50.**

On October 25, 2012, staff entered into a Contract Task Order with Willdan for engineering work on Diversion Dam Road. Recently, the Town had additional work that needed to be completed and staff was considering a Change Order to be presented to Council on that contract. She stated that staff did its due diligence to be able to determine whether or not the amount had exceeded the value of the original authorization levels. Staff found that Willdan did not, at that time, have an approved contract by Council. The contract was approved by a department head. Staff has ensured that the contract with the Task Orders that need to be completed are packaged for Council to approve in the correct way, pursuant to Arizona State Statutes and Town Rules and Regulations.

Ms. Garcia stated that the contract has been reviewed by Willdan, and as of 4:45 pm today, Willdan's attorneys have agreed to the contract and will be signing it and returning it to the Town.

Ms. Garcia stated the original task order is for \$131,061, which was signed off on by the then Public Works Director for the work on the roads. In 2016, there was a follow-up agreement that was needed for \$21,600 and a second task order that would be considered a change order for \$19,443 for geological services that was needed for the project. The amount not-to-exceed is now for a fiscal impact of \$172,078.50. Staff has reviewed the policies and procedures to ensure that safeguards exist to prevent situations like this from occurring in the future.

Ms. Garcia stated that since 2012, the amount of work done on the project has been less than \$20,000 per year, which was why this was not found sooner. She stated that the Town owes Willdan approximately \$41,000 at the time the contract will be entered into. Staff is requesting that the ratification be approved and the Town will remit final payment to Willdan. She stated that all work associated with Willdan has been completed at this time and that the project is complete and done.

On motion of Councilmember Guilin, seconded by Councilmember Hawkins, and carried to ratify the contract for the Diversion Dam Road Project with Willdan, in an amount not to exceed \$172,078.50.

**TOWN MANAGER'S REPORT**

Mr. Brent Billingsley, Town Manager, thanked everyone for their well wishes and prayers due to his medical situation.

Mr. Billingsley stated an article appeared in the September 13, 2016 Casa Grande Dispatch's, titled "Tax Friendly Florence, A Comfy Home for Retirees, the County Seat ranks 8<sup>th</sup> by analysts by a New York Tech Firm". He asked Council to review the article which is another honor and another thing the Town should leverage in terms of economic development going forward.

## **CALL TO THE PUBLIC**

Ms. Ruth Harrison, Florence Resident, requested that the June 29, 2016 HDAC minutes be amended to include the history of the reason for the plaque that was installed at the American Legion.

Mr. Jim Tchida, Florence Resident, thanked Councilmember Anderson for taking time to go through Main Street and review the Streetscape Project. He spoke to the business owners about the project and the possible impact on their businesses, but more importantly, documenting what was learned.

## **CALL TO THE COUNCIL – CURRENT EVENTS ONLY**

Councilmember Anderson stated that some merchants on Main Street stated to him that the project has impacted their sales, while others weren't sure of the impact as this is their slow season. He stated that there were complaints of vibrations from the jackhammering. He was glad that he met with the merchants and that they shared their concerns. He stated that this project has taken ten plus years to come to fruition. He stated that the project is time sensitive as there are many things that are planned on Main Street in the near future. He is eager for the project to be completed.

Councilmember Hawkins stated that Mr. Jerry Ravert wrote a letter to the editor in the September 15, 2016 local newspaper, in which he referred to the beautification project, specifically the removal of the acorn lights. He stated that the article provides some mistruths regarding the acorn lights such as that the Council elected to remove the acorn light. He clarified that the acorn lights were removed per the grant requirement. If the Town elected not to comply with the removal of the acorn lights the Town would lose the grant plus the Town would have to pay approximately \$100,000 back and the Town would have nothing. He stated that when things are said publicly as fact, especially when it is negative and false, it does not help the Town grow as well as it sheds a negative light on the Town. It does not make the Town look like an appealing place. He stated that all those that work for the Town work diligently to make Florence a great community. Every Councilmember works to make the Town an appealing place. He asked that the facts be verified before publicizing their comments.

Vice-Mayor Walter stated that the Movie in the Park was a successful event. She likes that it was moved from Padilla Park. The new location provided more open space. She thanked everyone who attended. She stated that Koko did not attend the event. She asked that he provide a progress report to the Council outlining his progress, how many meetings he is having and how many students are attending the meetings. She said at the event, some of the students needed redirection and Town staff stepped in and provided redirection.

Vice-Mayor Walter stated that there will be a parade on October 21, 2016 and she has spoken with Mr. Knudson and Mr. Salas, Public Works Director regarding the Streetscape Project. They believe the project will be completed by then; however, she knows the businesses are suffering a hardship. There will be discussions in the near

future regarding barricading the hazards on Main Street and asked staff to be open to the suggestions.

Mayor Rankin stated that there will be a benefit for Gabby Lara, who is battling throat cancer, at the Elk's Club on October 15, 2016 at 3:00 pm. Ms. Lara is a recent Florence High School graduate. They are accepting donations for a raffle that they will have at the event, along with several other events.

Mayor Rankin stated that Town Hall will be lit purple in the month of October in awareness for Domestic Violence Awareness Month and the victims who have suffered domestic violence.

Mayor Rankin stated that he and Councilmember Woolridge met with Dr. Jacklyn Elliott, Central Arizona College (CAC) President. He discussed President Elliott's ideas on the continuation of CAC and ways to assist the students with continual education.

Mayor Rankin stated that he is not sure if the HDAC minutes can be amended but asked for the Town to issue a press release.

Mr. Billingsley stated that the minutes could be amended. He asked staff to prepare a presentation on the erection of the plaque at the American Legion.

Councilmember Guilin stated that she is the liaison for the HDAC and stated that the plaque was discussed in detail when it was first brought up. She said that she was amazed and had no idea of the history prior to that conversation.

Councilmember Woolridge stated that the Historical Society suggested the plaque and the American Legion purchased the plaque. She stated that it is irrelevant who purchased it; however it needs to be acknowledged.

Mayor Rankin stated that Rose Mofford was the first female Governor of Arizona, who served when Governor Mechem was impeached. She did not run for re-election. She was the Secretary of State when she became Governor. He stated that the LB Inn, when owned by the Lizarraga family, had a "Rose's Corner" in the restaurant, in which they hung several photos of her. He shared stories of her kindness and said she will be missed.

## **ADJOURNMENT**

On motion of Councilmember Woolridge, seconded by Councilmember Hawkins, and carried to adjourn the meeting at 6:44 p.m.

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Tom J. Rankin, Mayor

## **ATTEST:**

Florence Town Council Meeting Minutes  
September 19, 2016  
Page 8 of 9

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Lisa Garcia, Town Clerk

I certify that the following is a true and correct copy of the minutes of the Florence Town Council meeting held on September 19, 2016, and that the meeting was duly called to order and that a quorum was present.

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Lisa Garcia, Town Clerk



**TOWN OF FLORENCE  
HISTORIC ADVISORY COMMISSION  
REGULAR MEETING MINUTES**

**REGULAR MEETING OF THE HISTORIC DISTRICT ADVISORY COMMISSION OF THE TOWN OF FLORENCE HELD WEDNESDAY, JUNE 29, 2016 AT 6:00 PM, IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.**

**CALL TO ORDER**

Chairwoman Wheeler called the meeting to order at 6:00 pm.

**ROLL CALL**

Present: Chairwoman Wheeler, Vice-Chairwoman Adam, Commissioner Reid, Commissioner Smith, Commissioner Schmidt, Commissioner Novotny and Commissioner Feliz.

**PLEDGE OF ALLEGIANCE**

Chairman Wheeler led the Pledge of Allegiance.

**DISCUSSION/APPROVAL/DISAPPROVAL of the meeting minutes for the regular meeting conducted May 25, 2016.**

On motion of Commissioner Feliz, seconded by Vice-Chairwoman Adam and carried to approve the meeting minutes for the regular meeting conducted May 25, 2016 with changes.

**STAFF REPORT**

**Town of Florence Historic District website ([www.florenceaz.gov/historic-district](http://www.florenceaz.gov/historic-district) )**

Will Randolph, Town Planner, explained how to use the Historic District webpage via the new Town website.

**Finalized Historic District Rehabilitation Information Booklet**

Will Randolph, Town Planner, gave an update on the Historic District booklet stating it is available at the Community Development office and the Visitor's Center.

**2016 Annual Historic Preservation Conference Results**

Will Randolph, Town Planner, stated that the conference suggested using social media whenever possible as a way of promoting history and preservation efforts within areas. Mr.

Randolph also discussed various grants and ways to acquire outside funding sources for historic preservation.

### **Tucson Adaptive Reuse Field Trip Presentation**

Will Randolph, Town Planner, presented that various Commission members and staff attended a presentation in Tucson to experience adaptive reuse programs in place in the area. Tucson has done well in the past decade in taking turn of the century buildings and repurposing them into retail and restaurant uses.

### **American Legion Historic Plaque Erected**

Will Randolph, Town Planner, stated that the American Legion has erected a historic plaque. Unfortunately, the Town was unable to place its name on the plaque, however, through grant funding and American Legion funding, the plaque is now in place.

### **Update on Streetscape Project, presented by Jess Knudson**

Jess Knudson, Assistant Town Manager, discussed the streetscape project, which encompassed Main Street in the Historic District from Butte Avenue to Ruggles Street. Mr. Knudson discussed grant funding resources and served as the Streetscape Project manager since approximately 2006. Decisions were made by a streetscape committee to decide various improvements to the historic downtown including landscaping, sidewalks, walkways, crosswalks and streetlights. Various meetings with input from other government agencies included ADOT that found many items were not eligible for grant money. It has been determined that streetlights will be replaced with new, energy efficient, LED streetlights. Mr. Knudson continued to reiterate the fact that staff had worked with SHPO on identifying streetlights that would not harm the historic integrity of the downtown.

Commissioners had various questions, comments and concerns which Mr. Knudson addressed.

### **Follow up to Commissioners Questions asked at the May 25, 2016 Meeting:**

Town staff addressed many questions asked by the commissioners from the May 25, 2016 meeting. These included questions regarding the historic rehabilitation brochure, obtaining the Historic District Guidelines, placing documents on CDs and staff's involvement on researching properties tax incentive benefits.

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

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

No public comment.

**CALL TO THE COMMISSION-CURRENT EVENTS ONLY**

Commissioner Novotny stated there is a black wrought iron fence at Gentry's old market between the buildings.

Commissioner Novotny stated that the owner of the Happy Adobe has been working diligently on the old telephone building and it is looking nice.

It was mentioned that during the field trip to the City of Tucson, it was found that the Town of Florence is ahead of many other towns with regards to the Historic District and the Commission would like to thank staff and Council.

Commissioner Feliz stated he is moving and therefore submitting his resignation, but thanked the Commission for having him.

Commissioner Smith would like everyone to look at the American Legion plaque.

**ADJOURNMENT**

Chairwoman Wheeler adjourned the meeting at 7:20 pm.

X Betty Wheeler  
Betty Wheeler

8/31/16  
Date

**TOWN OF FLORENCE  
HISTORIC DISTRICT ADVISORY COMMISSION  
REGULAR MEETING MINUTES**

**REGULAR MEETING OF THE HISTORIC DISTRICT ADVISORY COMMISSION OF THE TOWN OF FLORENCE HELD WEDNESDAY, AUGUST 31, 2016 AT 6:00 PM, IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.**

**CALL TO ORDER**

Chairwoman Wheeler called the meeting to order at 6:00 pm.

**ROLL CALL**

Present: Chairwoman Wheeler, Vice-Chairwoman Adam, Commissioner Reid, Commissioner Smith, Commissioner Schmidt, Commissioner Novotny

**PLEDGE OF ALLEGIANCE**

Commissioner Reid led the Pledge of Allegiance.

**DISCUSSION/APPROVAL/DISAPPROVAL of the meeting minutes for the regular meeting conducted June 29, 2016.**

On motion of Vice-Chairwoman Adam, seconded by Commissioner Reid and carried to approve the regular meeting minutes of June 29, 2016.

**PRESENTATION/DISCUSSION ITEMS**

**PRESENTATION/DISCUSSION** by Florence Mayor Tom Rankin on enhancing the relationship between the Historic District Advisory Commission and the Florence Town Council.

Mayor Rankin spoke to the Commission regarding the streetscape project, the value of the Historic District Advisory Commission, the historic district and improving the quality of life within Florence and the historic district.

Commissioners had various questions and comments which Mayor Rankin listened to and answered sufficiently.

**PRESENTATION/DISCUSSION** on historic district webpage.

Will Randolph, Town Planner, showcased the "in process" historic district webpage via the Town website.

Commissioners had various comments and concerns, which staff and Mayor Rankin listened to and properly addressed.

**CALL TO THE PUBLIC/COMMISSION RESPONSE**

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

Ruth Harrison, Florence resident, stated she would like to follow up on the rehabilitation brochure, stating she has distributed the brochure to local businesses.

**CALL TO THE COMMISSION-CURRENT EVENTS ONLY**

Commissioner Smith stated that the Brunenkant Building photo on the historic district webpage states it was a Town library, but it has not been a library in a long time and in her opinion it is confusing since it is currently empty. She also continued that it has been rehabilitated past the date that is posted on the photo and she would like both items corrected.

Commissioner Reid stated the meditation garden behind the Ortega house looks beautiful. She wanted to thank the Catholic Church for the nice work.

Vice-Chairwoman Adam stated she would like to see the 2017 Home Tour listed under the events section of the historic district webpage, and the main visitor's home page events section of the town website. She called to staff's attention that she would like to see both external and internal events listed under the visitors tab of the town website.

**ADJOURNMENT**

Chairwoman Wheeler adjourned the meeting at 6:35 pm.

X Betty Wheeler  
Betty Wheeler

9/28/16  
Date

FLORENCE COMMUNITY LIBRARY  
**Library Advisory Board**

**Minutes of the Town of Florence Library Advisory Board Regular Meeting held on Wednesday, June 15, 2016, at 6:00 p.m., in Ruggles Room 1 of the Florence Community Library, located at 778 N. Main Street, Florence, Arizona.**

1. Member Horan called the meeting to order at 6:05 pm.
2. Members present were: Sheree Berger, Talma Harmon, Eugene Horan, Trudy Kelm, and Rosemary Bebris  
Members absent were: Kamian Harmon, Denise Kollert, and Vallarie Woolridge
3. A motion was made by Member Berger, seconded by Member Talma Harmon, and carried to approve the April 20, 2016 minutes.
4. The Library Director's report included the following:
  - Gloria Moreno was accepted to the State Library's Summer Library Institute.
  - Barbera Scoby has been accepted to the School of Information at the University of Arizona. She will be pursuing her Master of Arts degree in Library and Information Science.
  - Rita Marquez resigned from her position as Librarian. Her last day was May 10, 2016. Recruitment for the vacant position was held in May.
  - Barbera Scoby has been promoted from Library Assistant to Librarian, effective June 11, 2016.
  - The theme for 2016 Summer Reading Program is On Your Mark, Get Set... Read! We will explore sports, games, and movement through books, activities, art projects, and more. Every child is encouraged to come to the library to pick up a reading log. Prizes are available for children who spend time reading (or being read to) each week during the summer. Adults are also invited to enjoy Summer Reading with Exercise Your Mind: Read! Adults may turn in an entry form for every book read. Each Monday, a random drawing will be held for prizes. Top adult readers will be awarded grand prizes at the end of the program.
  - Upcoming Programs in June  
"A Special Olympics" on Friday, June 24 at 5:30 pm  
At the turn of the 20th century, Native Americans and other groups were not allowed to compete in many athletic events, including the Olympics—but at the 1904 World's Fair, a separate Olympics was held for "Indigenous Peoples." Join Dr. Nancy J. Parezo as she presents A Special Olympics: Testing Race at the Louisiana Purchase Exposition. This program is made possible by AZ Humanities, and is supported by the Friends of the Florence Community Library.

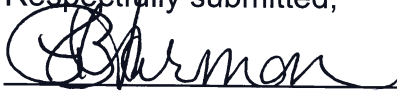
To Begin the World Again: The Life of Thomas Paine on Saturday, June 25 at 1 pm

With the help of the American Library Association's Office for Intellectual Freedom and the Freedom to Read Foundation, the Florence Community Library will present an advance screening of To Begin the World Over Again: The Life of Thomas Paine. This program is made possible by the support of the Friends of the Florence Community Library.

5. The next meeting was scheduled for July 20, 2016.

6. A motion was made by Member Berger, seconded by Member Talma Harmon, and carried to adjourn the meeting at 6:18 pm.

Respectfully submitted,



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Talma Harmon, Secretary

Approved,



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Denise Kollert, Chairperson

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

**REGULAR MEETING OF THE PLANNING AND ZONING COMMISSION OF THE TOWN OF FLORENCE HELD THURSDAY, JULY 7, 2016 AT 6:00 PM, IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.**

**CALL TO ORDER**

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

**ROLL CALL**

Present: Chairman Pranzo, Vice-Chairman Putrick and Commissioner Bell.

**PLEDGE OF ALLEGIANCE**

Chairman Pranzo led the Pledge of Allegiance.

**DISCUSSION/APPROVAL/DISAPPROVAL of the minutes of the regular meeting conducted on May 05, 2016.**

On motion of Commissioner Bell, seconded by Vice-Chairman Putrick, and carried to approve the minutes of the regular meeting conducted on May 05, 2016.

**PUBLIC HEARINGS**

**TERRITORY EXPANSION TEXT AMENDMENT (CASE PZ-16-51)**

**PRESENTATION/DISCUSSION/RECOMMENDATION** Text Amendment request by Swaback Partners, PLLC on behalf of Florence Artisan Acres, LLC to update the Territory Square Zoning District book per Section 150.070 Territory Square of the Land Usage section of the Town of Florence Development Code. The update is related to the proposed addition of a 40 acre, m.o.l., site located at the southeast corner of Butte Avenue and Plant Road into the Territory Square project. The updated Territory Square Zoning District book shall be adopted in its entirety by reference by a separate Resolution.

Mark Eckhoff, Community Development Director, stated over the past several years the Town has orchestrated a series of community oriented planning initiatives with the goal of creating a more plausible framework for future development in and around the downtown area. The North End Framework Vision Plan (NEFVP) resulted in a dynamic vision for the northern most boundary of downtown Florence directly south of the Gila River. The comprehensive planning



process for the NEFVP led to a roadmap for future development within the study area that addressed physical planning, programming, engineering and cost ramifications.

The NEFVP was initiated in November of 2009 and after numerous months of study and community oriented workshops, the Town Council endorsed the plan in June of 2011. The NEFVP identified a series of on-going tasks moving forward that would help to set the stage for future development.

One specific recommendation was for the creation of a new zoning district. The intent was to create a zoning district that represented the vision cast for the NEFVP area and at the same time, create a framework to help incentivize future development within this area. The NEFVP initiative led to the creation of the Territory Square (TS) Zoning District.

The Territory Square Zoning District was developed to implement the NEFVP. The Territory Square Zoning District provides a clear and concise methodology as to future development expectations and requirements. The zoning and associated components are intended to help ensure that the intended vision meets the high expectations of the Town, property owners and community members for the subject study area. Territory Square is an innovative mixed-use hybrid zoning district because it combines features of traditional Euclidian zoning with Form Based Code and hybrid components. This approach is much different from the typical, more black and white, regulatory approach to zoning, which generally works well in most cases, but not with a highly innovative project such as Territory Square. Council endorsed the creation and subsequent application of the Territory Square Zoning District as it provided a clear and concise methodology as to future development requirements. The zoning and associated components are intended to help ensure that the intended vision meets the expectations of the Town, property owners and all community members.

Much has occurred over the past few years towards the implementation of the vision for the subject area. In addition to major public investments in planning, engineering, floodplain mitigation and the addition of the new Library and Community Center and Aquatic Center, The Windmill project on the west end of Territory Square has experienced significant growth and success. So much so that there is now an opportunity for the project to spin off onto adjacent land this is currently outside of the Territory Square Zoning District. The intent of this text amendment application is to consider the expansion and applicability of the Territory Square Zoning District on a 40 acre site that is adjacent to the existing Windmill site.

The original Territory Square Zoning Ordinance No. 584-12 (Section 150.070 Territory Square (TS)) was adopted by Town Council on October 1, 2012. If the Territory Square Zoning District is expanded as requested, the Zoning Book for this District, which is a freestanding document that is referenced by Resolution as if contained within the Zoning Code, would be modified. All changes to the Zoning District are specifically related to the expansion of the Territory Square Zoning District and the plans proposed for the 40 acre site. The details of the plans for the 40 acre site will be addressed within companion applications. Furthermore, separate actions are required to amend the General Plan land use designation for the subject 40 acre site and to apply the Territory Square Zoning District to the subject site.

Town Staff has complied with all applicable Town requirements and Arizona Revised Statutes regarding public participation. A notice for the Planning and Zoning Commission Public Hearing was mailed to all property owners within three hundred (300) feet of the site. Property posting for notice of public hearing was posted on two sites per Town requirements. Advertisements in the local Town paper have been posted per Town requirements.

The Town conducted a neighborhood meeting on June 29, 2016 at the Windmill Winery with several members of the public in attendance. Staff has received one verbal opposition on this case with regards to noise disturbance. All other comments have been supportive.

Staff found that the proposed text amendment to the Town of Florence Code of Ordinances is in the interest of general welfare, health and safety of the public and therefore recommended that the Planning and Zoning Commission forward to the Town Council a favorable recommendation for a proposed text amendment document Territory Square Zoning District dated June 13, 2016 (case PZ 16-51 ORD).

On motion of Vice-Chairman Putrick, seconded by Commissioner Bell and carried to forward a favorable recommendation to the Town Council of the Territory Expansion Text Amendment application (PZ-16-51).

#### **TERRITORY EXPANSION MINOR GENERAL PLAN AMENDMENT (CASE PZ-16-49)**

**PRESENTATION/DISCUSSION/RECOMMENDATION** A request by Swaback Partners, PLLC on behalf of Florence Artisan Acres, LLC for a Minor General Plan Amendment to the Town's 2020 General Plan Future Land Use Map to change the land use designation on approximately 40 acres from Community Commercial (CC) and Medium Density Residential 1(MDR1) to Master Planned Community (MPC). This change would facilitate a subsequent zoning amendment on the site located at the southeast corner of Butte Avenue and Plant Road (APN 202-05-001C).

Mark Eckhoff, Community Development Director, stated the Territory Square Zoning District and development project was a result of many years of Town orchestrated and community oriented planning initiatives with the goal of creating a more plausible framework for future development in and around the downtown area. In addition to creating a more creative and flexible zoning tool for the area that blossomed from the North End Framework Vision Plan, which is the Territory Square Zoning District, the Town also amended the General Plan so that the Master Planned Community (MPC) General Plan land use designation could be utilized in conjunction with the specialized zoning.

The proposed amendment is focused on 40 acres of property at the southeast corner of Butte Avenue and Plant Road that lies adjacent to the Territory Square Zoning District. As the subject site is being considered for inclusion with the Zoning District through the update of the zoning category and application of the zoning on the site, this companion application is essential (in Arizona, General Plan land use designations and zoning designations are very closely related and need to be in occurrence with each other).

## ANALYSIS:

When the Planning and Zoning Commission and Town Council are considering an amendment to the 2020 General Plan, the applicant must justify the need for a Minor Amendment to the General Plan through a series of questions:

1. Why is the current land use/circulation classification not suitable?

Staff contended that existing land use designations of Medium Density Residential (MDR 1) and Community Commercial (CC) would limit the ability to expand the Territory Square Zoning District to the subject site, which in turn would prevent the occurrence of the planned hospitality and commercial facilities on the site related to the expansion of the adjacent Windmill project.

2. Does the proposal conform with land use goals? Will the proposed change in land use or circulation do the following:

- a) Support the goals and policies of the General Plan;

The proposed extension of the current MPC land use designation conforms to the goals of the Town's 2020 General Plan. The range of anticipated and associated densities and intensities aligns well with the land use goals and range of surrounding uses.

- b) Conform to the proposed range of land uses, densities and intensity of uses, hierarchy of transportation systems; and

The Territory Square Expansion project offers a range of land uses, densities and intensity of uses, hierarchy of transportation systems that was established per the creation of the Territory Square Zoning District adopted by Town Council in 2012.

- c) Avoid creation of isolated uses that will cause incompatible community form and a burden on services and circulation systems?

The proposed amendment and associated change would not result in any isolated or incompatible land use and development issues.

This proposal would help to integrate land uses in a more thoughtful and strategic manner by expanding the MPC designation. All collector and minor arterial roadways that are attributed to this proposed project will be address by a Traffic Impact Analysis (TIA) that will be required per the entitlement and development phases of this project.

3. What unique physical characteristics of the site present opportunities or constraints for the development under the existing classification?

The existing land use designation calls for a long thin strip of land along the easterly boundary to be Medium Density Residential (MDR1). This would be prohibitive to creating a more

integrated development strategy as suggested. The expected drainage patterns for any future development on this land will likely require a degree of surface retention near the northwest corner of the property, which is in conflict with typical community commercial development scenarios that would likely want significant commercial building uses up close against this corner.

4. What is the ability and capacity of the water and sewer system to accommodate development that may occur as a result of the General Plan Amendment without system extensions or improvements?

Detailed water and sewer plans will be submitted and reviewed for this project. Staff believes that there is adequate sewer and water capacity for the project, but certain infrastructure improvements will be required as part of the development of this site.

5. What is the ability of existing police and fire department personnel to provide adequate emergency services according to acceptable response standards set by the community?

Police and fire protection for the property would be served by the Town of Florence. The existing fire station is located at 72 East 1st Street in Florence and the existing police station is located at 425 North Pinal Street in Florence. Both of these facilities are located within less than one mile of the subject property and can provide service to the property in a timely manner.

6. What is the ability of the proposed public and private open space, recreation, schools and library facilities to meet the projected demand of future development without reducing services below community standards?

The potential associated development of the parcel is not envisioned to have a significant amount of traditional neighborhood oriented housing and therefore would have little to no impact on existing community and civic infrastructure. Any housing that might be considered in the future, would be small in scale and would include a certain degree of open space for informal recreation and outdoor passive play.

7. What is the proposed fiscal impact of future development based on evaluation of projected revenue and additional costs of providing public facilities and services to accommodate projected increases or decreases in population and development that could occur as a result of the General Plan?

The envisioned development will not have a primary use related to residential development, staff contends that it is too early to judge the true impact to the community, however staff is working with developers and property owners to reassure the Town Council that all implications of the proposed development will provide all needed infrastructure produced by the proposed development.

The financial impact to the community should be very positive based on the historic success of the Windmill Winery. It is anticipated that this property and associated development will

complement the Windmill Winery and increase its “destination” identity and associated demand. Most anticipated “users” will be visitors to Florence and won’t be putting a “burden” on public facilities.

8. How will the proposed amendment affect the ability of the community to sustain the physical and cultural resources, including air quality, water quality, energy, natural and human made resources necessary to meet the demands of the present and future residents?

The proposed amendment and envisioned development is anticipated to be very similar in nature to the Windmill Winery; characterized by an abundance of open space with buildings that blend into the existing character created by the Windmill Winery.

In addition, because the envisioned project associated with this proposed amendment is small in scale and rural in nature, it should have low impact on air, water, energy and other natural resources.

9. What changes, if any, in Federal or State laws or policies substantiate the proposed amendment?

This requested General Plan amendment is consistent with the statutes of the State of Arizona as well as with the amendment procedures established by the Town of Florence for amendments to the Town of Florence 2020 General Plan and is being submitted in conformance with the procedures of the Town of Florence for Minor General Plan Amendments that have been established in accordance with state statutes.

Staff presented the following findings for the consideration of the Planning and Zoning Commission and Town Council:

- The Master Planned Community (MPC) designation extension has been identified as suitable for this area within the Town’s Planning Area;
- The proposed designation will provide a mixture of uses that will provide diversity in mixed-use, commercial development and maintain an adequate inventory of open space within the community;
- The properties in the subject area should be affected in a positive way by developing and enhancing tourism opportunities that attract and retain visitors as well as benefit to local residents; and
- The proposed Minor General Plan Amendment is in compliance with the goals, objectives and strategies of the Town’s 2020 General Plan.

Town Staff complied with all applicable Town requirements and Arizona Revised Statutes regarding public participation. A notice for the Planning and Zoning Commission Public Hearing

was mailed to all property owners within three hundred (300) feet of the site. Property posting for notice of public hearing for a Zone Change was posted on two sites per Town requirements. Advertisements in the local Town paper have been posted per Town requirements.

The Town conducted a neighborhood meeting on June 29, 2016 at the Windmill Winery with several members of the public in attendance. Staff has received one verbal opposition on this case with regards to noise disturbance. All other comments have been supportive.

In accordance with the findings presented on this request, staff recommends approval of this Minor General Plan Amendment, subject to the following conditions:

1. Property Owners agree to waive claims for diminution in value pursuant to Proposition 207 [A.R.S. 12-1134] pursuant to the waivers attached hereto as Exhibit B.

On motion of Vice-Chairman Putrick, seconded by Commissioner Bell and carried to forward a favorable recommendation to Town Council of the Territory Expansion Minor General Plan Amendment application (CASE PZ-16-49).

#### **TERRITORY EXPANSION REZONE (CASE PZ-16-50)**

**PRESENTATION/DISCUSSION/RECOMMENDATION** A request by Swaback Partners, PLLC on behalf of Florence Artisan Acres, LLC to change the zoning on approximately 40 acres located at the southeast corner of Butte Avenue and Plant Road from Rural Agricultural (RA-10) Zoning District to Territory Square (TS) Zoning District (APN 202-05-001C).

Jeff Denzak from Swaback Partners, stated the Territory Square Zoning District and development project was a result of many years of Town orchestrated and community oriented planning initiatives that had the goal of creating a more plausible framework for future development in and around the downtown Florence area. The creative and flexible Territory Square Zoning District blossomed from the very successful North End Framework Vision Plan initiative.

The proposed zone change is focused on 40 acres of property at the southeast corner of Butte Avenue and Plant Road that lies adjacent to the Territory Square Zoning District. A companion application proposes to expand the potential boundaries of the Territory Square District. This application then considers applying this zoning on the subject site, which is also contingent upon a separate General Plan Amendment application.

#### **BACKGROUND/ANALYSIS:**

Florence Artisan Acres, LLC is a group of investors that includes the property owner of the Windmill Winery in Florence, Arizona. This group is interested in expanding the energy and success of the Windmill project to this subject site with planned complementary facilities.

The purpose of this application is to obtain zoning on the proposed addition to the Territory Square project. More specifically, within the subject zoning district, the 40 acre subject property is proposed to be designated with the West End Land Use Group (LUG) category. The visual character of the proposed development would directly align with the general character defined for in the West End LUG, e.g., "a mixed-use environment that includes a diversity of density from farm fields to retail and commercial development. This location near a potential freeway corridor provides an opportunity to integrate agrarian themes with more urban form".

The specific uses being considered for this property also align directly with those uses allowed under the West End LUG including; residential, commercial, specialty retail, restaurant, mixed-use buildings, and a small inn with associated casitas. A RV use (limited/ short term only related to events) is also being contemplated as an accessory use within the West End LUG. Unlike a formal setting with buildings organized along street fronts, these buildings and developments are envisioned to sit within the landscape in a less formal manner.

## DEVELOPMENT PHASING PLAN

The planned project is envisioned to occur in a series of phases.

Phase One A and Phase One B will likely be developed nearest the northeast corner of the site within an approximate area of ten acres. The envisioned initial phases (One A and One B) will be developed across from the existing Windmill Winery facilities in order to maximize the synergy and range of uses that occur today. Phase One A is tentatively planned for an event center, a series of guest casitas and a small RV area. All associated site improvements would take on the character and quality of the Windmill Winery in order to emphasize the indoor-outdoor experience of the desert landscape.

Phase One B would look to expand the event center with a possible restaurant and brewery, expand the number of guest casitas, and consider the incorporation of a small inn as well as a small retail component that might be oriented towards unique artisan crafts. All components would be designed within the character and vernacular of the Windmill Winery. The event center is envisioned to look and feel like an old "Cotton Gin" building. The casitas and other future buildings would be designed to capture that same feel that helps to celebrate the agrarian history of Florence.

Future phases would surround the ten acre initial development and would be done in a manner to complement the overall character and quality of the Windmill Winery. Refer to the accompanying exhibit, the Development Phasing Plan Diagram.

The Town has been pro-active by having regular meetings with all property owners with Territory Square Zoning on this project with the intent to keep all parties updated and engaged on all of the efforts involving the subject site.

Staff presents the following findings for the consideration of the Planning and Zoning Commission and Town Council:

- An amendment to the General Plan and Text Amendment have been requested and are being processed concurrently with this Zone Change application. The proposed Zone Change, as conditioned, will be consistent with the proposed General Plan land use designation of Master Planned Community (MPC).
- The zoning on the subject site will be consistent with the overall intent of the North End Framework Vision Plan and the Territory Square Zoning District.
- The Territory Square zoning on this site, as conditioned, will be compatible and complementary to surrounding properties.

Town Staff complied with all applicable Town requirements and Arizona Revised Statutes regarding public participation. A notice for the Planning and Zoning Commission Public Hearing was mailed to all property owners within three hundred (300) feet of the site. Property posting for notice of public hearing for a Zone Change was posted on two sites per Town requirements. Advertisements in the local Town paper have been posted per Town requirements.

The Town conducted a neighborhood meeting on June 29, 2016 at the Windmill Winery with several members of the public in attendance. Staff has received one verbal opposition on this case with regards to noise disturbance. All other comments have been supportive.

Staff finds that the proposed Zone Change for Territory Square Expansion (PZ 16-50 ZC) is in compliance with the Town's 2020 General Plan and is in the interest of general welfare, health and safety of the public and therefore recommends that the Planning and Zoning Commission forward to the Town Council a favorable recommendation for this Zone Change, subject to the following conditions:

1. The development of the subject site as described in Exhibit A, shall be in conformance with the Territory Square Zoning District document dated June 13, 2016 (or as amended), as well as any applicable Development Agreements, Town ordinances and codes including all applicable planning, building, fire, engineering and Design Review requirements.
2. Property Owners agree to waive claims for diminution in value pursuant to Proposition 207 [A.R.S. 12-1134] pursuant to the waivers attached hereto as Exhibit B.
3. The extent of all on-site and off-site improvements required by the Town, as well as the phasing of such, shall be subject to further Town reviews and approvals of development/construction plans and engineering reports/studies.
4. Unless otherwise approved by the Town, a Development Agreement shall be entered into that, amongst other things, further addresses on-site and off-site development impacts, development requirements, any potential development incentives and project phasing.



5. Final plans for grading, drainage, infrastructure phasing, right-of-way dedications, roadway improvements, roadway development standards, intersection alignments, water systems and wastewater systems are subject to the review and approval of the Town Engineer, Utilities Director, and/or Community Development Director.

Vice-Chairman Putrick stated he was originally on the technical advisory group planning for the North End project and this case fits the concept for what that group looked at and he liked this proposal.

Chairman Pranzo stated he has concerns regarding the package. The first thing that came to his mind was the package is complete and professional, however, when he looked at the project it made him feel like he's striking a match for a new Florence downtown and he is unsure if he is comfortable with that concept. He continued that he understands the concept of a gathering place, which is lacking in Florence, but he would like to understand how this concept will come together with the Historic District of Florence. He feels that it is too different and would like to see it come together more.

Mark Eckhoff, Community Development Director, stated Territory Square was not designed to compete with the Historic District or to take away from the District. Territory Square is a project to complement the District and to provide retail opportunities that would be inappropriate on the historic portion of Main Street, or apartment/multi-family opportunities that would be inappropriate on the historic portion of Main Street, as well as new residential opportunities around the Town Hall complex. The west end to this proposal and through what the property owners have done thus far on the Windmill Winery property, this property is being designed as an event driven experience, whereas staff is hoping Main Street will become a vibrant area where people can live, work and play. Mr. Eckhoff continued that because the property is along the highway frontage, with the County Complex and CCA facility, its nature would be to have intense commercial uses that will complement all aspects. He stated that staff looked closely for years at developing the north-end framework plan and how the zoning comes together to make them symbiotic. The ultimate goal is to have things that bring people into the downtown for events and activities but to also move downtown and live downtown. Mr. Eckhoff mentioned the hope that housing can be attracted to this area so there is a housing to compete with the new housing going into the community north of the river.

Chairman Pranzo stated that using this as a device to attract new housing and from a risk assessment standpoint he has great faith in Mr. Christ and his architects, however as a citizen he has to look from the perspective of the community. They're bringing a business prospect therefore he has to think about what the risk assessment looks like to the community. He continued that the town moved in a direction to clean itself up, get rid of junk cars and dilapidated abandoned buildings, but as someone who has spent most of their life being self-employed, he cannot see someone making an investment in the historic district when they know the risk is high in regards to being allowed to build out. This project makes him ask the question how do the owners look at it from a risk assessment stand point? Is the town helping to move the project along or is the behavior of the town pulling them back?

Mr. Denzak stated that Swaback Partners is fortunate to do work across the country and a lot of the work is very high end, hospitality oriented, and one of the components they see is the most successful type of projects are those where people can go to have an authentic experience. He continued that they do not wish to represent that they are an expert in the wedding event industry, but one of the things they hear from people frequently is a surprised reaction when they come and visit Florence. He feels that much of that is because of the destination opportunity that the town has and some of that is related to Mr. Christ's property.

Chairman Pranzo agreed that most of that is due to Mr. Christ's property.

Mr. Denzak stated that Swaback feels the community has great bones and they believe what people want is an authentic experience, places that have a heritage and history. They believe Florence is in a good position for the future and in regards to risk assessment, they work with many developers across the country and their belief is Mr. Christ and his team are on the mark in terms of their strategy and a business plan. They are not planning to build this property out up front, it is planned to go in phases to accomplish the task in a thoughtful way. Mr. Denzak continued that Swaback has been involved in many hospitality projects and, because of what Mr. Christ has created at the Windmill Winery, Swaback believes this project will be very successful. He continued in regards to the question pertaining to the downtown area, they are thinking about two bookends, one bookend being this property in the area on the west side and the Main Street core on the east side. It is their belief that the two bookends are going to be a strong foundation for starting to look at filling the inward pieces. Swaback thinks both historic components and the strategies for new improvements are aligned and can complement each other and can create a greater success.

Commissioner Bell stated we have a place where people from all over the valley and beyond come for events, but spend money in town and create demand and need which will help to grow Florence.

Chairman Pranzo stated the question would be, is the town on board with this strategy?

Mark Eckhoff, stated absolutely. He continued that from the beginning there has been unanimous support from the Mayor and Council, previous and current, with every step along the way. He stated that this application has not been brought before Council to date, however at the neighborhood meeting and the general comments of the town there has been a lot of support for the project and the momentum that is being built upon. Mr. Eckhoff stated it has been a good relationship working with Mr. Christ and his partners, which are the previous and current owner of what was the Holiday Inn, which now is the Greentree Inn and Suites. There is a relationship that this facility is not competing with the Greentree Inn and Suites, it is working with them. Both properties continue to build upon each other and the plan will not be built overnight, but in gradual phases.

Bill Hawkins, Florence resident and Councilmember, stated had it not been for the Windmill Winery development, he believes the hotel would have been shattered as it was in bankruptcy until the Windmill started. The Windmill Winery has brought in enough people that had a large

part in saving the hotel and has brought in people to spend money in other areas of the town. Mr. Hawkins continued that everything Mr. Christ has done in that area has leaned towards the rustic effects and making it look historic which he believes complements the downtown area and is one of the best things to happen to Florence. He continued that he thinks it will only help the downtown immensely. He has not heard any negative comments regarding the Windmill Winery.

Chairman Pranzo stated he agrees with Mr. Hawkins, but the partnership between the town and this business venture has to work together.

Mr. Hawkins replied that he has not heard of any problems between downtown businesses and Mr. Christ.

Mr. Eckhoff stated that the relationship has been very good and the town and Mr. Christ have worked hand in hand to ensure that successful relationship.

On motion of Chairman Pranzo, seconded by Vice-Chairmen Putrick and carried to forward a favorable recommendation to Town Council of the Territory Expansion Rezone application (CASE PZ-16-50).

## **PRESENTATIONS**

### **UPDATE AND DISCUSSION ON TOWN'S STRATEGIC PLAN PROCESS**

Mark Eckhoff, Community Development Director, stated a strategic plan process has been started. A facilitator has been hired, there will be public forums, a survey is on the town website, stakeholder interviews, citizens advisory group, as well as other aspects. The process is set to conclude in March 2017.

### **UPDATE AND DISCUSSION OF HISTORIC PRESERVATION CONFERENCE AND HISTORIC PRESERVATION AND ADAPTIVE REUSE FIELD TRIP TO TUCSON**

Will Randolph, Town Planner, presented a synopsis on the Tucson field trip and Historic Preservation Conference attended by various Commission members and staff members. He highlighted the idea of engaging younger people and using social media aspects to promote historic buildings and landmarks within towns.

Cathy Adam, Historic District Advisory Commission Vice-Chairwoman and Florence resident, thanked the Planning and Zoning Commission for their attention to the historic district. Ms. Adam continued that she attended an Adobe 101 class at the Historic Preservation Conference and found the speakers and conversations to be informative regarding how durable adobe has been through the centuries. She stated the concern with adobe is water and vibration, therefore with many new projects going on around town it is important to be mindful of where water is diverted and of the vibration with construction. Ms. Adam continued with various topics regarding the historic buildings and maintenance.

Cathy Adam and Mark Eckhoff spoke regarding Adaptive Reuse aspects of the town.

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

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

Mark Eckhoff, town staff member, stated at the previous Planning and Zoning Commission meeting, Vice-Chairman Putrick had questions and requested for the new Town Engineer to attend a meeting. He continued that with the hiring of a new Town Engineer, he has been very busy with various projects and was out of the office on this meeting day. Mr. Eckhoff stated that the request has not been forgotten and the engineer will attend a future meeting as availability allows.

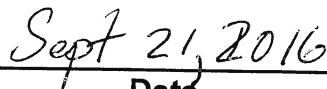
**CALL TO THE COMMISSION- CURRENT EVENTS ONLY.**


Vice-Chairman Putrick stated in regards to historic districts there are various towns that have done remarkable things, including Medora, North Dakota, Leavenworth, Washington and Turlock, California. He feels these areas are great examples of bringing downtowns back to life.

**ADJOURNMENT**

On motion of Vice Chairman Putrick, seconded by Commissioner Bell and carried to adjourn the meeting at 7:27 pm.

x   
\_\_\_\_\_  
Gary Pranzo

  
\_\_\_\_\_  
Date

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u></b> <b>8a.</b>
<b>MEETING DATE:</b> October 17, 2016  <b>DEPARTMENT:</b> Public Works Department  <b>STAFF PRESENTER:</b> Christopher A. Salas, Public Works Director/Town Engineer  <b>SUBJECT:</b> Approval of Contract with AJP Electric Inc., for traffic signal construction		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> <b>Regulatory</b> <input type="checkbox"/> <b>1<sup>st</sup> Reading</b> <input type="checkbox"/> <b>2<sup>nd</sup> Reading</b> <input type="checkbox"/> <b>Other</b>

**RECOMMENDED MOTION/ACTION:**

Motion to approve the award of contract to AJP Electric Inc., for the construction of the future traffic signal, to be located at the intersection of Hunt Highway and Attaway Road, in an amount not to exceed \$101,520.90.

**BACKGROUND/DISCUSSION:**

A Traffic Engineering Study was performed and sealed on January 7, 2015, for the intersection of Hunt Highway and Attaway Road. Based on the analysis, two of the nine warrants were met and based on this criteria a traffic signal should be installed.

Currently, the Town is borrowing portable traffic signal trailers from Pinal County but needs to return the trailers by January 1, 2017.

Town staff would prefer to supply all the hardware to the contractor and only pay the contractor for labor. This strategy can often save 25% to 30% of the total cost of building a traffic signal. In order select the contractor without the construction documents being completed, the Town has chosen to use MCDOT's Job Order Contracting (JOC) contract. This particular JOC has very competitive prices and the prices are what would be expected if the project would be advertised for competitive bids through an Invitation for Bids (IFB). The IFB process isn't possible due to the construction documents not being completed and the January 1, 2017 deadline.

This particular Request for Council Action includes:

- Construction services

The design of the signal is underway but not yet completed. Because the design is not completed, the overall approval amount includes a 30% contingency.

**FINANCIAL IMPACT:**

The fiscal impact is \$101,520.90 and will be funded by the Highway User Revenue Fund, Capital Improvement project titled "Attaway/Hunt Intersection Improvements". There will be no impact to the General Fund.

The Town and AJP Electric Inc. agree that this is entered into by the parties, as a cooperative purchase, pursuant to Maricopa County Intersection Improvements Services, MCDOT Contract # 2015-027, effective March 9, 2016.

Services will be obtained following the Town's Purchasing Policy, Section **5.63 Purchases of \$25,000 or More (specifically, 5.6321 of Vendor Selection)**.

**5.632 Vendor Selection**

**5.6321** Alternative purchase methods are identified if approved by necessity or by the Town Manager as indicated by Emergency/Sole Source Purchase, cooperative purchase, state contract or any other method authorized. The Finance Director reviews for budget availability and bidding procedures. The Town Manager reviews for need.

- Based on conversation with Maricopa County, AJP Electric was chosen as the best overall value.

**STAFF RECOMMENDATION:**

Staff recommends that Town Council authorize the award of contract to AJP Electric Inc., for the construction of the future traffic signal, to be located at the intersection of Hunt Highway and Attaway Road, in an amount not to exceed \$101,520.90.

**ATTACHMENTS:**

- Construction Quote
- MCDOT JOC Contract

**HUNT HIGHWAY AND ATTAWAY RD. TRAFFIC SIGNAL PROJECT**

ITEM No.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	EXTENDED AMOUNT
107.01501	PERMIT FEES	ALLOW.			\$ -
109.40000	MISCELLANEOUS WORK PURCHASE R POLE ,50; 20 MAST ARMS	ALLOW.		\$ 13,600.00	\$ 13,600.00
350.04000	REMOVE AND SALAVAGE TRAFFIC SIGN ASSWMBLY	EACH	1.00	\$ 119.00	\$ 119.00
401.06001	TRAFFIC CONTROL	ALLOW.	1.00	\$ 12,800.00	\$ 12,800.00
401.01100	UNIFORMED OFF-DUTTY OFFICER	ALLOW.	1.00	\$ 2,500.00	\$ 2,500.00
415.01100	GUARDRAIL W-BEAM [ADOT STD C10]	LF.	230.00	\$ 35.00	\$ 8,050.00
415.01110	GUARDRAIL ENDS W -BEAM SKT-350 60'	EACH	2.00	\$ 3,700.00	\$ 7,400.00
					\$ -
464.03001	U-CHANNEL SIGN FOUNDATION	EACH	4.00	\$150.00	\$ 600.00
464.03000	U-CHANNEL POST	LF	36.00	\$ 10.00	\$ 360.00
465.01003	FLAT SHEET ALUMINUM SIGN PANEL, DIAMOND GRADE	SF.	65.00	\$ 30.00	\$1,950.00
465.02000	INSTALL METRO SIGN	EACH	3.00	\$ 250.00	\$ 750.00
471.60047	NO. 7 PULL BOX	EACH	2.00	\$ 450.00	\$ 900.00
471.61112	SCHEDULE 40 PVC ELECTRICAL CONDUIT 2" TRENCHED	LF.	80.00	\$ 12.00	\$ 960.00
471.61212	SCHEDULE 40 PVC ELECTRICAL CONDUIT 2 1/2" TRENCHED	LF	45.00	\$ 13.00	\$ 585.00
471.61312	SCHEDULE 40 PVC ELECTRICAL CONDUIT 3" TRENCHED	LF	80.00	\$ 15.00	\$ 1,200.00
471.61313	SCHEDULE 40 PVC ELECTRICAL CONDUIT 3" BORED	LF	80.00	\$ 25.00	\$ 2,000.00
472.61100	POLE FOUNDATION TYPE A DET 4720	EACH	2.00	\$ 500.00	\$ 1,000.00
472.61400	POLE FOUNDATION , TYPE R DET 4721	EACH	1.00	\$ 2,273.00	\$ 2,273.00
472.62050	COMBINATION SERVICE PEDESTAL BATTERY BACK-UP FOUNDATION	EACH	1.00	\$ 600.00	\$ 600.00
472.63000	P' CABINET FOUNDATION, DET. 4723	EACH	1.00	\$ 1,000.00	\$ 1,000.00
474.60114	TYPE A SIGNAL POLE 14'	EACH	2.00	\$ 800.00	\$ 1,600.00
350.50000	MISCELLANEOUS WORK ,SURVEY AND TESTING	LS.		\$ 5,200.00	\$ 5,200.00
474.60761	TYPE R SIGNAL POLE W/ 50' MAST ARM [ INSTALL ONLY]	EACH	1.00	\$ 700.00	\$ 700.00
475.61451	UP SYSTEM DET,4731 [INSTALL ONLY]	EACH	1.00	\$ 400.00	\$ 400.00
475.62001	CONTROLLER CABINET ASSEMBLY ,TYPE ,DET, 4730 [INSTALL ONLY]	EACH	1.00	\$ 450.00	\$ 450.00
476.12111	ASSEMBLY DET 4775[INSTALL ONLY]	EACH	2.00	\$ 200.00	\$ 400.00
476.12121	12" SIGNAL INDICATION, TYPE F SIGNAL FACE W/ TYPE II PLUMBIZER MOUNTING ASSEMBLY DET 4778 [INSTALL ONLY]	EACH	4.00	\$ 200.00	\$ 800.00
476.12210	MOUNTING ASSEMBLY DET. 4775 [INSTALL ONLY]	EACH	2.00	\$ 250.00	\$ 500.00
476.12221	MOUNTING ASSEMBLY DET 4778 [INSTALL ONLY]	EACH	1.00	\$ 200.00	\$ 200.00
477.61201	LUMINAIRE , MAST ARM 20' [INSTALL ONLY]	EACH	1.00	\$ 140.00	\$ 140.00
477.70040	ROADWAY LIGHTING FIXTURE [INSTALL ONLY]	EACH	1.00	\$ 150.00	\$ 150.00
478.01000	ELECTRICAL CONDUCTORS	LS.		\$ 5,500.00	\$ 5,500.00







**TOWN OF FLORENCE, ARIZONA**  
**CONTRACT FOR COOPERATIVE USE OF MARICIPA COUNTY INTERSECTION IMPROVEMENTS SERVICES**  
**MCDOT CONTRACT NO. 2015-027 (SERIAL # 16060-JOC; AGENDA # C-73-16-031-5-00)**

THIS CONTRACT (the "Contract") is made and entered into effective as of the 17<sup>th</sup> day of October, 2016 ("Effective date"), by and between the Town of Florence, Arizona (the "Town"), and AJP Electric Inc. (the "Contractor") and together with the Contract Documents referred to and incorporated herein, is the "resultant contract" contemplated in the Maricopa County Intersection Improvements Services MCDOT Contract #2015-027, effective March 9, 2016 (Serial # 16060-JOC; Agenda # C-73-16-031-5-00). 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 "1"** ("Scope of Work" or "Services"). The Contractor shall perform the Services in accordance with the schedule attached in **Exhibit "1"**, and the Contract Documents, including all exhibits to the Master Contract including but not limited to Exhibit A-Scope of Work and Exhibit B-Fee Schedule. Contractor agrees, at its own cost and expense, to do all of the work and furnish all of the equipment, personnel and materials necessary to provide, in a good and substantial manner and to the satisfaction of the Town, the Services.
2. **PRIORITY OF DOCUMENTS.** 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 state 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 (Request for Proposal Documents Maricopa County Intersection Improvements Services MCDOT Contract #2015-027, effective March 9, 2016 (Serial # 16060-JOC; Agenda # C-73-16-031-5-00) 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: "Owner", "County", "Maricopa County", "Department of Transportation Director", "County Agent", "contracting government entity", or "Maricopa County Department of Transportation" shall be deemed to be and refer to the Town of Florence, and the terms: "Job Order Contractor", "consultant" 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 solicitation Documents for Maricopa County Intersection Improvements Services MCDOT Contract #2015-027, effective March 9, 2016 (Serial # 16060-JOC; Agenda # C-73-16-031-5-00) between Maricopa County, AZ and AJP Electric, Inc. effective March 9, 2016, including, but not limited to: Fee Schedules; Notices; Checklists; Requirements for Proposers; General Conditions; Special Conditions; Scope of Work; Work Schedule; Certificates of Compliance; Warranties for Work; Work Forms; Attachments; Price Sheets; Specifications and Pricing Sheets; Special Provisions and Specifications; Technical Provisions

and Specifications; Schedules; Cooperative Authorizations; **Contract No. 2015-027**; Maps and Addenda(the "Contract Documents" or "Master Contract").

5. **CONTRACT PRICING:** Contract pricing shall be consistent with the Contract Documents and Contractor's Proposal and is listed in **Exhibit "1"** (Price Sheet), and shall not exceed **\$101,520.90**.
6. **TERM OF CONTRACT:** The term of this Contract shall be from the Effective Date through satisfactory completion of the Services and acceptance of the Services by the Town. 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.

8. **METHOD OF PAYMENT.** Method of payment shall be set forth in **Exhibit "1"**. If payment is to be made monthly, Contractor shall prepare monthly invoices and progress reports which clearly indicate the progress to date and the amount of compensation due by virtue of that progress. All invoices shall be for Services completed.
9. **TERMINATION.** Town may terminate this Contract, or any part thereof for its sole convenience, at any time without penalty or recourse. Contractor shall receive payment for Services satisfactorily completed and accepted by Town, as determined by Town in its reasonable discretion, based on the Services and schedule for payment.
10. **INDEPENDENT CONTRACTOR.** It is understood that Contractor shall be an independent contractor with respect to Services provided under this Contract, and shall not be deemed to be a partner, employee, joint venture, agent, or to have any other legal relationship with Town.
11. **Notices.** Any notice to be given under this Contract shall be in writing, shall be deemed to have been given when personally served or when mailed by certified or registered mail, addressed as follows: Town: \_\_\_\_\_ Contractor: 11250 N. Cave Creek Rd., Phoenix, AZ 85020
12. **INDEMNIFICATION.** To the fullest extent permitted by law, the Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the Town of Florence, its Mayor and Council members, its agents, officers, officials, representatives and employees, from and against all demands, claims proceedings, suits, damages, losses and expenses (including but not limited to attorney fees, court costs, and the costs of appellate proceedings), and all claim adjustment and handling expenses, relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, Services caused by the Contractor, its agents, employees or any tier of Contractor's subcontractors related to the Services in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify Town of Florence, its Mayor and Council members, its agents, officers, officials, representatives 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 of resulting therefrom, caused by Contractor's acts, errors, mistakes, omissions, Services in the performance of this Contract including any employee of the Contractor, any tier of Contractor's subcontractors or any other person for whose acts, errors, mistakes, omissions, Services, the Contractor may be legally liable, including Town of Florence.
13. **GOVERNING LAW.** This Contract shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the laws of the State of Arizona, without reference to choice of law or conflicts of laws principles thereof.

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

TOWN OF FLORENCE, A municipal corporation

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

By: \_\_\_\_\_  
Tom Rankin, Mayor

ATTEST:

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

Approved as to Form

\_\_\_\_\_  
Cliff Mattice, Town Attorney

CONTRACTOR

By: Joseph Ryan L

Date: 10.6.2016

Its: CORP. SECRETARY



**JOB ORDER CONTRACT**

**BETWEEN**

**MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION**

**AND**

**AJP Electric, Inc.**

**FOR**

**INTERSECTION IMPROVEMENTS SERVICES**

**SERIAL # 16060-JOC  
MCDOT CONTRACT # 2015-027  
AGENDA # C-73-16-031-5-00**

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**MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION  
MCDOT CONTRACT # 2015-027  
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**MCDOT CONTRACT # 2015-027**  
**Job Order Contract for INTERSECTION IMPROVEMENTS SERVICES**

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The Maricopa County Department of Transportation, hereinafter called the **COUNTY**, is desirous of having Job Order Contract for Traffic Calming Services performed when requested by the Maricopa County Department of Transportation through a specific Work Assignment for those services more fully described in Exhibit A, General Scope of Work, and Exhibit B, Unit Price List; and **AJP Electric, Inc.** hereinafter called "**CONTRACTOR**", with its principal offices located at **11250 N. Cave Creek Rd., Phoenix, AZ 85020, 602-944-5477**, is desirous of performing said services;

THIS AGREEMENT, made and entered into this **9th** day of **March**, **2016**, by and between **MARICOPA COUNTY** acting by and through its **BOARD OF SUPERVISORS**, and **AJP Electric, Inc.** .

**WITNESSETH:** The **CONTRACTOR** shall be paid a fee not-to-exceed **Three Million Dollars (\$3,000,000.00) per contract year, maximum One Million Dollars (\$1,000,000.00) limit per individual project task order, up to five (5) years for a total not-to-exceed of Fifteen Million Dollars and No Cents (\$15,000,000.00)** for complete and satisfactory performance of work under this contract in accordance with the Scope of Work and the detailed Scope(s) of Work in the manner and at the times hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees for himself, heirs, executors, administrators, successors, and assigns as follows:

**ARTICLE I - SCOPE OF WORK:**

The **CONTRACTOR**, under the general supervision of the Department of Transportation Director , shall perform Traffic Calming Services as are necessary for the Work Assignment and according to the directions and designated standards of the **COUNTY**, and in accordance with Exhibit A, General Scope of Work. It is understood and agreed that the **COUNTY**'s authorized representative shall be the Department of Transportation Director or his/her duly authorized representative, hereinafter called the "Agent". For purposes of this contract, the Agent's duly authorized representative shall be the Project Manager and he/she shall be the sole contact for administering this contract.

**CONTRACTOR** shall provide services, and complete in a workmanlike and substantial manner and to the satisfaction of the Department of Transportation Director, project Traffic Calming Services under work assignments for the Maricopa County Department of Transportation, and furnish at its own cost and expense all necessary machinery, equipment, tools, apparatus, and labor to complete the work in the most substantial and workmanlike manner according to the Specifications and Work Assignment on file with the Maricopa County Department of Transportation, and such modifications of the same and other directions that may be made by the Maricopa County Department of Transportation as provided herein. The **CONTRACTOR** shall meet periodically with the County Agent so as to keep the **COUNTY** informed of the progress of the work in accordance with each work assignment.

**ARTICLE II - CONTRACT DOCUMENTS:**

The Contract Documents (Plans, Specifications, Addenda, if any, Affidavits, Performance Bond, Payment Bond, Certificates of Insurance, and Change Orders, if any) are by this reference made a part of this Contract and shall have the same effect as though all of the same were fully inserted herein.



### **ARTICLE III - TIME OF COMPLETION:**

**CONTRACTOR** further covenants and agrees at its own proper cost and expense, to complete all work for the construction of assigned Traffic Calming Services and to completely construct the same and provide the services therein, as called for by this agreement free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the Work Assignment.

### **ARTICLE IV - WORK ASSIGNMENTS AND PERIOD OF SERVICE:**

Within the guidelines set forth in Exhibit A, General Scope of Work, a detailed scope of work will be developed for each Work Assignment and incorporated herein by reference, and if applicable, a Small Business Enterprise goal will be established. A not-to-exceed fee will be negotiated for each Work Assignment consistent with Exhibit B, Unit Price List.

The **CONTRACTOR** shall complete all work in accordance with the provisions of Exhibit A, General Scope of Work and the detailed Scope of Work as negotiated for each specific Work Assignment. Performance for a Work Assignment shall commence only upon receipt of the Agent's written notice to proceed. Work Assignments may be issued at any time during the term of this Contract. This Contract will remain in full force and effect during the performance of any Work Assignment.

This contract shall be effective for a period of one (1) year from the Board award date and may be renewed, if mutually agreed to by both the **CONTRACTOR** and the **COUNTY**, for an additional four (4) 1-year periods. Market escalations in material costs may be negotiated upon written request from the Contractor.

### **ARTICLE V – PAYMENTS:**

For and in consideration of the satisfactory performance of the work herein embraced as set forth in the Contract Documents, which are a part hereof, and in accordance with the directions of the **COUNTY**, through its Engineer and to its satisfaction, the **COUNTY** agrees to pay the said **CONTRACTOR** the amount earned, computed from actual quantities of work performed and accepted, or materials furnished at the price listed on the Work Assignment Proposal made a part hereof, and to make such payment in accordance with the requirements of A.R.S. Sec. 34-607, as amended. **CONTRACTOR** agrees to discharge its obligations and make payments to its subcontractors and suppliers in accordance with A.R.S. Sec. 34-607.

The **COUNTY** does not guarantee any minimum or maximum fee during the period of this contract, and Contractor, in accepting this contract, does not anticipate any minimum or maximum fee.

**The COUNTY** shall pay the **CONTRACTOR** in full for each Work Assignment upon satisfactory completion and acceptance by the **COUNTY**, provided the Contractor returns the executed Certificate of Performance furnished by the Agent. Should an assignment require more than thirty (30) days to complete, the Contractor may invoice progress payments based on **COUNTY** approved monthly progress reports and subject to the limitations set forth in the Scope of Work negotiated for each Work Assignment.

Upon completion of each Work Assignment under this contract, the **CONTRACTOR** will furnish to the **COUNTY** an executed Certificate of Performance. The Certificate of Performance must be notarized.

## **ARTICLE VI- TERMINATION OR SUSPENSION OF THE CONTRACT OR TASK ORDER**

### **VI-A TERMINATION BY THE OWNER FOR CAUSE**

- VI-A.1 Criteria for Termination for Cause: The Owner may terminate the Contract or terminate a Task Order if the Job Order Contractor:
- VI-A.2 Repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- VI-A.3 Repeatedly disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction;
- VI-A.4 Materially breaches any provision of the Contract or Task Order;
- VI-A.5 Fails to furnish the Owner with assurances satisfactory to the Owner evidencing the Job Order Contractor's ability to complete the Work for the Task Order in compliance with all the requirements of the Contract; or
- VI-A.6 Fails after commencement of the Work to proceed diligently and continuously with the construction and completion of the Work for more than seven (7) days, except as permitted under the Contract.
- VI-A.7 Repeatedly refuses or fails to carry out Safety provisions as required by Contract;
- VI-A.8 Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Job Order Contractor and the Subcontractors.
- VI-A.9 Effect of Termination for Cause: When any of the above conditions exist, the Owner, may without prejudice to any other rights or remedies of the Owner, and after giving the Job Order Contractor and the Job Order Contractor's Surety, if any, three (3) days' written notice, terminate the Contract or Task Order and may, subject to any prior rights of the Surety:
- VI-A.10 Take possession of the Site and all materials, equipment, tools, and construction equipment machinery thereon owned by the Job Order Contractor;
- VI-A.11 Accept assignment of subcontracts pursuant to Article 5.4; and
- VI-A.12 Finish the Work for the Task Order by whatever reasonable method the Owner may deem expedient.

VI-A.13 Job Order Contractor Right to Receive Payment: When the Owner terminates the Contract or a Task Order for one of the reasons stated in Article VI-A.2-VI-A.8, the Job Order Contractor shall not be entitled to receive further payment for the Task Order until the Work is finished.

VI-A.14 Costs for Finishing Work: If the unpaid balance of the Contract Sum exceeds costs of finishing the Work for the Task Order, including compensation for the Owner's services and expenses made necessary thereby, such excess shall be paid to the Job Order Contractor. If such costs exceed the unpaid balance, the Job Order Contractor shall pay the difference to the Owner. The amount to be paid to the Job Order Contractor or Owner, as the case may be, shall, upon application, be certified after consultation with the Owner, and this obligation for payment shall survive termination of the Contract.

#### **VI-B SUSPENSION BY THE OWNER FOR CONVENIENCE**

VI-B.1 Owner's Right: The Owner may, without cause, order the Job Order Contractor in writing to suspend, delay, or interrupt the Work for a Task Order in whole or in part for such period of time as the Owner may determine.

VI-B.2 Adjustment in Task Order Sum. An adjustment shall be made for increases in the cost of performance of the Task Order, including profit on the increased cost of performance, caused by suspension, delay, or interruption. No adjustment shall be made to the extent:

VI-B.3 that performance is, was, or would have been so suspended, delayed, or interrupted by another cause for which the Job Order Contractor is responsible; or

VI-B.4 that an equitable adjustment is made or denied under another provision of this Contract.

VI-B.5 Method for Adjustment in Task Order Sum: Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

#### **VI-C OWNER'S TERMINATION FOR CONVENIENCE**

VI-C.1 Effect of Termination for Convenience: The Owner reserves the right to terminate the Contract or a Task Order for convenience and without cause, even if Job Order Contractor has not failed to perform any part of the Contract or a Task Order. Termination of the Task Order Work shall be effected by written notice to the Job Order Contractor. Upon receipt of such notice, Job Order Contractor shall, unless the notice otherwise directs:

- VI-C.2 Immediately discontinue the Work of the Task Order and the placing of all orders and subcontracts in connection with this Contract;
- VI-C.3 Immediately cancel all of the existing orders and subcontracts made hereunder or for the Task Order involved;
- VI-C.4 Immediately transfer to the Owner all materials, supplies, Work in progress, appliances, facilities, machinery, and tools acquired by the Job Order Contractor in connection with the performance of the Contract or the Task Order, and take such action as may be necessary or as the Owner may direct for protection and preservation of the Work relating to this Contract; and
- VI-C.5 Deliver all plans, Drawings, Specifications, and other necessary information to Owner.
- VI-C.6 Job Order Contractor's Exclusive Remedy: If the Owner terminates the Contract or a Task Order for convenience, the following shall be the Job Order Contractor's exclusive remedy:
- VI-C.7 Reimbursement of all actual expenditures and costs approved by the Owner as having been made or incurred in performing the Work;
- VI-C.8 Reimbursement of expenditures made and costs incurred with the Owner's prior written approval in settling or discharging outstanding commitments entered into by the Job Order Contractor in performing the Contract; and
- VI-C.9 Payment of profit, in so far as profit is realized hereunder, of an amount equal to the estimated profit on any Task Order Work underway at the time of termination multiplied by the percentage of completion of the Work. In no event shall the Job Order Contractor be entitled to anticipated fees or profits on Work not required to be performed.
- VI-C.10 Warranties, Guarantees, and Indemnities to Remain in Effect: All obligations of the Job Order Contractor under the Contract with respect to completion of the Work, including but not limited to all warranties, guarantees, and indemnities, shall apply to all Work completed or substantially completed by the Job Order Contractor prior to a convenience termination by the Owner. Notwithstanding the above, any convenience termination by the Owner or payments to the Job Order Contractor shall be without prejudice to any claims or legal remedies that the Owner may have against the Job Order Contractor for any cause.
- VI-C.11 Conversion of Termination for Cause to Termination for Convenience: Upon a determination that a termination of this Contract or a Task Order, other than a termination for convenience, under this Article was

wrongful or improper for any reason, such termination shall automatically be deemed converted to a convenience termination under this Article VI, and the Job Order Contractor's remedy for such wrongful termination shall be limited to the recoveries specified under Article VI-C.6.

- VI-C.12 Remedy Limited to Damages: In the event that Job Order Contractor is terminated, whether for cause or convenience, the Job Order Contractor's sole remedy shall be for damages. In no event shall Job Order Contractor be entitled to reinstatement or other equitable relief from a court or through Alternative Dispute Resolution as provided in Exhibit B.
- VI-C.13 Notice that Contract is Subject to Termination Provisions of A.R.S. § 38-511: The parties acknowledge, and as required by law, notice is hereby given that this Contract is subject to A.R.S. § 38-511.
- VI-C.14 NON-DISCRIMINATION: CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website [http://www.azgovernor.gov/dms/upload/EO\\_2009\\_09.pdf](http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf) which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

#### **ARTICLE VII - NEGOTIATION CLAUSE:**

Recovery of damages related to expenses incurred by **CONTRACTOR** for a delay for which the **COUNTY** is responsible, which is unreasonable under the circumstances and which was not within the contemplation of the parties to the contract, shall be negotiated between **CONTRACTOR** and the **COUNTY**. This provision shall be construed so as to give full effect to any provision in the contract, which requires notice of delays, provides for arbitration or other procedure for settlement or provides for liquidated damages.

#### **ARTICLE VIII - COMPLIANCE WITH LAWS:**

**CONTRACTOR** is required to comply with all Federal, State and local ordinances and regulations. **CONTRACTOR'S** signature on this contract certifies compliance with the provisions of the I-9 requirements of the Immigration Reform Control Act of 1986 for all personnel that **CONTRACTOR** and any subcontractors employ to complete this project. It is understood that the **COUNTY** shall conduct itself in accordance with the provisions of the Maricopa County Procurement Code.

The **CONTRACTOR** warrants that it is in compliance with A.R.S. §41-4401 and further acknowledges:

VIII.A That the **CONTRACTOR** and its sub-contractors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. §23-214, subsection A; after December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer.

VIII.B That a breach of a warranty under subsection 1 above, shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contracts;

VIII.C That the contracting government entity retains the legal right to inspect the papers of any **CONTRACTOR** or sub-contractor employee who works on the contract to ensure that the **CONTRACTOR** or sub-contractor is complying with the warranty provided under subsection 1 above and that the **CONTRACTOR** agrees to make all papers and employment records of said employee(s) available during normal working hours in order to facilitate such an inspection.

VIII.D That nothing herein shall make any **CONTRACTOR** or sub-contractor an agent or employee of the contracting government entity.

#### **ARTICLE IX - SBE PROGRAM:**

It is Maricopa County's policy to endeavor to ensure in every way possible that small business participation firms shall have the opportunity to provide professional services, materials, and contractual services to the County in a nondiscriminatory manner.

#### **ARTICLE X - ANTI-DISCRIMINATION PROVISION:**

**CONTRACTOR** agrees not to discriminate against any employee or applicant for employment because of race, age, color, religion, sex, disability, or national origin, and further agrees not to engage in any unlawful employment practices. **CONTRACTOR** further agrees to insert the foregoing provision in all subcontracts hereunder.

#### **ARTICLE XI - INDEMNIFICATION:**

To the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify, and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including reasonable attorney fees and court costs, but only to the extent caused by the negligence, reckless or intentional wrongful conduct of the consultant or others persons employed or used by the consultant in the performance of the contract or subcontract. "Other persons employed or used" means a subconsultant to a consultant or design professional in any tier, or any other person or entity who

performs work or design professional services, or provides labor, services, materials or equipment in connection with the contract.

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. The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

#### **ARTICLE XII - INSURANCE REQUIREMENTS:**

**CONTRACTOR**, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

**CONTRACTOR'S** insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the **COUNTY'S** right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

**COUNTY** 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. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements 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 **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

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

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its

agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

**CONTRACTOR** is required to procure and maintain the following coverages indicated by a checkmark:

- **Commercial General Liability**

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, \$4,000,000 General Aggregate Limit, and \$2,000,000 Personal & Advertising Injury. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

- **Automobile Liability**

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any of the **CONTRACTOR'S** owned, hired, and non-owned vehicles assigned to or used in performance of the **CONTRACTOR'S** work or services under this Contract.

- **Workers' Compensation**

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 or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

### **CERTIFICATES OF INSURANCE**

Prior to commencing work or services under this Contract, **CONTRACTOR** shall furnish **COUNTY** with Certificates of Insurance in a form acceptable to **COUNTY**, or formal endorsements as required by the Contract in the form provided by the County, 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. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.



**CANCELLATION AND EXPIRATION NOTICE**

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to **COUNTY**.

**ARTICLE XIII – INFLUENCE:**

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

- XIII-A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,;
- XIII-B That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

**ARTICLE XIV – TITLE VI:**

The Maricopa County Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252.42 U.S.C. §§ 2000d-4) and the Regulations, hereby notifies all advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

**(END OF SECTION)**

IN WITNESS WHEREOF: Five (5) identical counterparts of this Contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

**AJP Electric, Inc.**  
Party of the First Part

By: Anna Paganik  
Printed Name

  
Signature

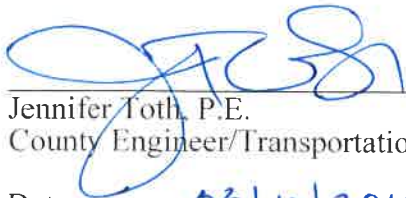
Title: President

Date: 2/3/2016


86-0750443  
Tax Identification Number

**Maricopa County Department of Transportation**  
**Party of the Second Part**

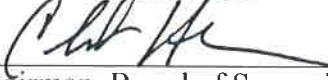
**RECOMMENDED BY:**

  
Jennifer Toth, P.E.  
County Engineer/Transportation Director  
Date: 03/10/2016

**LEGAL REVIEW:**

Approved as to form and within the Powers and authority granted under the laws of State of Arizona to Maricopa County.  
By:   
Deputy County Attorney  
Date: March 14, 2016

**BOARD OF SUPERVISOR'S APPROVAL:**

By:   
Chairman, Board of Supervisors  
Date: MAR 23 2016

**ATTEST:**

By:   
Clerk of the Board

**STATUTORY PAYMENT BOND**  
**PURSUANT TO TITLE 34 CHAPTER 6, ARTICLE 1, OF THE ARIZONA REVISED**  
**STATUTES (Penalty of this bond must be 100% of the Work Assignment amount)**

KNOW ALL MEN BY THESE PRESENTS:

That, A J P Electric, Inc. (hereinafter called the Principal), As Principal, and Merchants Bonding Company (Mutual) a corporation organized and existing under the laws of the State of Iowa with its principal office in the City of Des Moines (hereinafter called the Surety), as Surety, are held and firmly bound unto Maricopa County (hereinafter called the Obligee), in the amount of (\$3,000,000.00) themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the 9th day of March, 2016, for Job Order Contract for Intersection Improvements Services, MCDOT Contract #2015-027, Work Orders issued between March 9, 2016 to March 8, 2017, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.


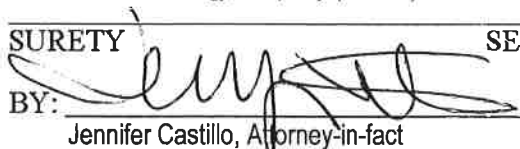
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal promptly pays all monies due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in the contract, this obligation is void. Otherwise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

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 6, Article 1, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 6, Article 1, Arizona Revised Statutes, to the same extent as if it was copied at length in this Agreement.

The prevailing party in a suit on this bond shall recover as a part of the judgment reasonable attorney's fees that may be fixed by the court or a judge thereof.

Witness our hands this 2nd day of February, 2016.

Paffenbarger & Walden, LLC  
AGENT OF RECORD, STATE OF AZ  
1819 E Morten Suite 220, Phoenix, AZ 85020  
AGENT ADDRESS  
BOND NUMBER: AZC368857

A J P Electric, Inc.  
PRINCIPAL SEAL  
BY:   
Merchants Bonding Company (Mutual)  
SURETY SEAL  
BY:   
Jennifer Castillo, Attorney-in-fact

**STATUTORY PERFORMANCE BOND**  
**PURSUANT TO TITLE 34 CHAPTER 6, ARTICLE 1, OF THE ARIZONA REVISED**  
**STATUTES (Penalty of this bond must be 100% of the Work Assignment amount)**

KNOW ALL MEN BY THESE PRESENTS:

A J P Electric, Inc.

That, \_\_\_\_\_ (hereinafter called the Principal), as Principal, and Merchants Bonding Company (Mutual) \_\_\_\_\_ a corporation organized and existing under the laws of the State of Iowa \_\_\_\_\_, with its principal office in the City of Des Moines \_\_\_\_\_ (hereinafter called the Surety), as Surety, are held and firmly bound unto Maricopa County, (hereinafter called the Obligee) in the amount of **(\$3,000,000.00)** for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with Obligee, dated the **9th** day of **March, 2016**, for **Job Order Contract for Intersection Improvements Services, MCDOT Contract #2015-027, Work Orders issued between March 9, 2016 to March 8, 2017**, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 6, Article 1, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter, and Article, to the extent as if it was copied at length herein.

The prevailing party in a suit on this bond shall be entitled to such reasonable attorney's fees as may be fixed by a judge of the court.

Witness our hands this 2nd day of February, 2016.

Paffenbarger & Walden, LLC  
AGENT OF RECORD, STATE OF AZ

1819 E Morten Suite 220, Phoenix, AZ 85020  
AGENT ADDRESS

BOND NUMBER: AZC368857

A J P Electric, Inc.  
PRINCIPAL \_\_\_\_\_ SEAL

By: \_\_\_\_\_

Merchants Bonding Company (Mutual)  
SURETY \_\_\_\_\_ SEAL

BY: \_\_\_\_\_  
Jennifer Castillo, Attorney-in-fact

**MERCHANTS**  
**BONDING COMPANY**<sup>TM</sup>  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Andrew J Paffenbarger; Jennifer Castillo; Melanie Ankeney; Ronald G Hecksel; Scott Wareing

their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver on behalf of the Companies, as Surety, bonds, undertakings and other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

**TEN MILLION (\$10,000,000.00) DOLLARS**

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

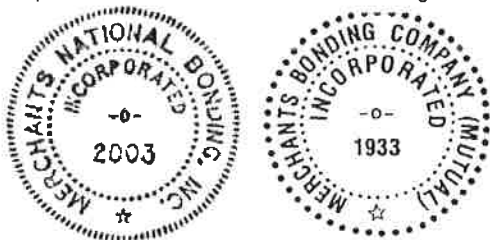
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of July, 2015.



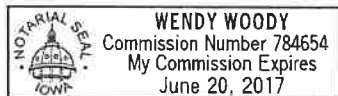
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*

President

STATE OF IOWA  
COUNTY OF Polk ss.

On this 8th day of July, 2015, before me appeared Larry Taylor, to me personally known, who being by me sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

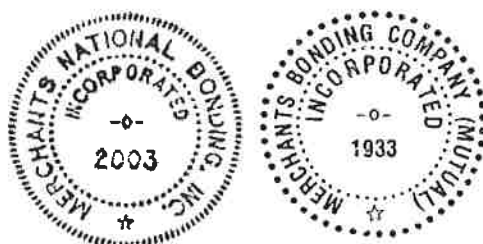


*Wendy Woody*  
Notary Public, Polk County, Iowa

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 2nd day of February, 2016.



*William Warner Jr.*  
Secretary

Contract Number 2015-027 and Serial No. 16060-JOC



**EXHIBIT I**  
**MARICOPA COUNTY**  
**CERTIFICATE OF INSURANCE - JOB ORDER CONTRACT**

SERIAL # 14084-JOC

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
 12-22-16

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).

NAME AND ADDRESS OF INSURANCE AGENCY: AJP Electric, Inc.	INSURERS AFFORDING COVERAGES: NAIC#	
	Company Letter A	AMCO Insurance Company
	Company Letter B	
NAME AND ADDRESS OF INSURED: 11250 N. Cave Creek Phoenix, AZ 85020	Company Letter C	
	Company Letter D	
	Company Letter E	
	Company Letter F	

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 EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

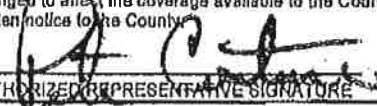
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY: <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY C: CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BODILY INJURY <input checked="" type="checkbox"/> BLANKET CONTRACTURAL <input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE GEN'L AGGREGATE LIMIT APPLIES PER C: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOCATION	X	X	ACP7244 130063	08/31/15 08/31/16		EACH OCCURRENCE \$1,000,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS/COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY: <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> ALL NON-OWNED AUTOS	X	X	ACP724 4130063	08/31/15 08/31/16		COMBINED SINGLE LIMIT \$1,000,000 (EA Accident) BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per accident)
A	<input type="checkbox"/> EXCESS/UMBRELLA LIABILITY C: Claims Made <input type="checkbox"/> Occur <input type="checkbox"/> Deductible C: Retention			ACP7244 130063	08/31/15	08/31/16	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000
	<input checked="" type="checkbox"/> WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY Any Proprietor/Partner/Executive Officer/Member Excluded <input type="checkbox"/> YES <input type="checkbox"/> NO If Yes describe under Special Provisions	N/A					<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EA ACCIDENT E.L. DISEASE: EACH EMPLOYEE E.L. DISEASE: POLICY LIMIT
	<input checked="" type="checkbox"/> BUILDERS' RISK ALL-RISK FORM	X	X				REPLACEMENT COSTS

**SPECIAL PROVISIONS:** The policies required hereunder, except Workers' Compensation, contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials, and employees for any claims arising out of Contractors work or service. Except Workers' Compensation, the County, its agents, representatives, officers, directors, officials, and employees are named as Additional Insureds. To the extent provided in this Contract, Insured shall defend, indemnify, and hold harmless the County from liability arising out of any services provided or duty performed by Insured as required by statute, law, purchase order or otherwise required, with the exception of liability for loss or damage resulting from the sole negligence of the County, its agents, employees, or indemnities. It is agreed that any insurance available to the named insured shall be primary of all other sources that may be available and insurance maintained by County shall not contribute to it. Renewal certificate must be sent to County fifteen (15) days prior to expiration date. Builders' Risk insurance shall also cover lease work and temporary buildings and shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architect's services and expenses required as a result of such insured loss and other "soft costs" as required by the Contract. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

**CERTIFICATE HOLDER**  
 MARICOPA COUNTY OFFICE OF PROCUREMENT SERVICES  
 320 WEST LINCOLN STREET  
 PHOENIX, ARIZONA 85003

**CANCELLATION**

It is further agreed that no policy shall expire, be cancelled, or materially changed to affect the coverage available to the County without thirty (30) days written notice to the County.

  
 AUTHORIZED REPRESENTATIVE SIGNATURE

2/2/16  
 DATE ISSUED



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/02/2016

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).

<b>PRODUCER</b> CopperPoint Insurance Companies 3030 N. 3rd Street  Phoenix AZ 85012-3068		<b>CONTACT NAME:</b> CopperPoint Insurance Companies <b>PHONE (A/C, No, Ext):</b> 602.631.2300 or 866.284.2694 <b>FAX (A/C, No):</b> 602.631.2599 <b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> AJP Electric Inc 11250 N Cave Creek Rd  Phoenix AZ 85020		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> CopperPoint National Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 13929	

**COVERAGES****CERTIFICATE NUMBER:** 1006**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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	X 1003493	07/01/2015	07/01/2016	<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)

Job #: Serial #16060-JOC Location: MCDOT Contract #2015-027  
 6325-CABLE LAYING BY SPEC CONT AUTO EQUI

**CERTIFICATE HOLDER**

Maricopa County Department of Transportation  
 2901 W. Durango St.  
  
 Phoenix AZ 85009

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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**VERIFICATION OF LICENSE**

Pursuant to A.R.S. § 32-1169, I hereby state that I hold a current contractor's license, duly issued by the office of the Registrar of Contractors for the State of Arizona, said license has not been revoked, that the license number, classification, and expiration date is: ROC 146006; A-General Engineering; that my privilege license number (as required by A.R.S. § 42-1305) is: 07-470050-v and that, if any exemption to the above licensing requirements is claimed; Exp: 6/30/17

- (1) The basis for the claimed exemption is:    and; "None"
- (2) The names(s) and license number(s) of any general, mechanical, electrical, or plumbing contractor(s) to be employed on the work are:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

IT IS UNDERSTOOD THAT THE FILING OF AN APPLICATION CONTAINING FALSE OR INCORRECT INFORMATION CONCERNING AN APPLICANT'S CONTRACTOR'S LICENSE OR PRIVILEGE LICENSE WITH THE INTENT TO VOID SUCH LICENSING REQUIREMENTS IS UNSWORN FALSIFICATION PUNISHABLE ACCORDING TO A.R.S. § 13-2704.

2/3/16  
DATE

  
SIGNATURE OF LICENSEE

A J P Electric, Inc.  
COMPANY





MARICOPA COUNTY SBE PARTICIPATION REPORTING FORM

This form is to be submitted with each pay application or invoice. Any pay application or invoice without this form attached is subject to rejection as not being a completed pay application or invoice pursuant to the terms of the contract.

Name of Prime Consultant/Contractor

Contract No.

Contact Person

Project No.

Street Address

\$ Amount of this Pay Application/Invoice

City, State ZIP

Complete below with information on the SBE firms utilized as subconsultants/subcontractors for this pay application/invoice. If work was self-performed and your firm, as the prime, is an SBE firm pursuant to A.R.S. § 41-1001, et seq., then you may list your firm as the SBE firm.

Table with 4 columns: SBE Firm Name, SBE Firm Address, Type of Work Performed, \$ Pd to SBE this App/Inv. The table contains 11 rows, with the last row having a dollar sign in the fourth column.

A mark in this box certifies that no SBE firms were utilized as the prime, subconsultant or subcontractor with respect to this pay application/invoice.

Date: Signature

Printed Name & Telephone Number

**MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION**

Certificate of Performance and Payment of ALL Claims

**Project Name: JOC – Traffic Calming Services**

\_\_\_\_\_ hereby certifies to the Maricopa County Department of  
(Name of Signer)  
Transportation (MCDOT) that all lawful claims for labor, rental of equipment, material used, and any other claims by **AJP Electric, Inc.** or its subconsultants in connection with the project described in **MCDOT Contract No. 2015-027**, have been paid.

\_\_\_\_\_ understands that with receipt of payment for any previously invoiced amounts, plus any retained monies, that this is a settlement of all claims of every nature and kind against MCDOT arising out of the performance of **MCDOT's Contract No. 2015-027** relating to the material, equipment and work covered in and required by the contract.

The undersigned hereby certifies that to his/her knowledge, no contractual disputes exist in regard to this contract and that he/she has no knowledge of any pending or potential claims in regard to this contract.

Upon submission of this document and a separate invoice for any retained funds to MCDOT, invoice processing will be completed within sixty (60) calendar days.

State of Arizona        )  
                                  )§  
County of Maricopa    )

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Title*

Subscribed and Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

**MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION  
ON CALL CONSTRUCTION PAYMENT REQUEST**

Submit to: Maricopa County Department of Transportation  
Attention: Financial Branch Services  
2901 West Durango Street  
Phoenix, Arizona 85009-6357

CONTRACTOR'S NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

CONTRACTOR'S ADDRESS: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_ PAYMENT REQUEST NO.: \_\_\_\_\_

CONTRACT No.: \_\_\_\_\_ WORK ASSIGNMENT NO.: \_\_\_\_\_

Work Assignment

TIME PERIOD \_\_\_\_\_ TO \_\_\_\_\_ MCDOT Project Manager: \_\_\_\_\_

**A. CONTRACTOR'S CONTRACT DATA**

- |    |                                 |          |
|----|---------------------------------|----------|
| 1. | Maximum Contract Amount         | \$ _____ |
| 2. | Prior Contract Work Assignments | \$ _____ |
| 3. | Total Remaining Contract Amount |          |
|    | (A.1 minus A.2 minus B.1)       | \$ _____ |

**B. CONTRACTOR'S NTE FEE, THIS CONTRACT ASSIGNMENT**

- |    |   |          |
|----|---|----------|
| 1. | NTE Fee, this Contract Work Assignment                  | \$ _____ |
| 2. | Requested Payment: (Attach Backup Documentation)        |          |
|    | 1. _____ 3. _____ 5. _____                              |          |
|    | 2. _____ 4. _____ 6. _____                              |          |
| 3. | Total Fee Earned To Date, This Contract Work Assignment | \$ _____ |

**C. PAYMENT REQUEST DATA**

- |    |  |          |
|----|--|----------|
| 1. | Less Prior Payments, This Contract Work Assignment | \$ _____ |
| 2. | Less Prior Retainage                               | \$ _____ |
| 3. | Total Payment Request (B.3 minus C.1)              | \$ _____ |
| 4. | Less Retainage this Payment Request                | \$ _____ |
| 5. | Net Payment Request                                | \$ _____ |
|    | (C 3 minus C4)                                     |          |

Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_  
Contractor

Payment Request Verification: \_\_\_\_\_ Date: \_\_\_\_\_  
MCDOT Project Manager

Approval to Pay: \_\_\_\_\_ Date: \_\_\_\_\_  
MCDOT Division Head

## TITLE VI ASSURANCES



16060-Title VI Signed  
Assurances - PDF.pdf

## **K. Title VI Assurances**

### **Maricopa County Department of Transportation Title VI Assurances**

The Maricopa County Department of Transportation (herein referred to as the "Recipient"), HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through Federal Highway Administration and Arizona Department of Transportation, is subject to and will comply with the following:

#### **Statutory/Regulatory Authorities**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- 23 C.F.R. Part 200 Subchapter C—Civil Rights (Title VI program implementation and related statues)

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

#### **General Assurances**

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda and/or guidance, the Recipient hereby gives assurances that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including the Federal Highway Administration.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

#### **Specific Assurances**

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federal Aid Highway Program.

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Federal Aid Highway Program and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The Maricopa County Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252.42 U.S.C. §§ 2000d-4) and the Regulations, hereby notifies all advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."


3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
  - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.



By signing this ASSURANCE, Maricopa County Department of Transportation also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing Federal Highway Administration or Arizona Department of Transportation access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the Federal Highway Administration or Arizona Department of Transportation. You must keep records, reports, and submit the material for review upon request to Federal Highway Administration, Arizona Department of Transportation, or its designee in timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Maricopa County Department of Transportation gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Federal Highway Administration and Arizona Department of Transportation. This ASSURANCE is binding on Arizona, other recipients, subrecipients, sub-grantees, contractors, subcontractors and their subcontractors, transferees, successors in interest, and any other participants in the Federal Aid Highway Program the person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

11/03/2014  
Dated

by   
Jennifer Toth, P.E.  
Director,  
Maricopa County Department of Transportation

Attachments  
Appendices A, B, C, D, E

## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration or the Arizona Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performance by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient, the Federal Highway Administration or Arizona Department of Transportation to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient, the Federal Highway Administration, or Arizona Department of Transportation, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration or Arizona Department of Transportation, may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with request to any subcontract or procurement as the Recipient, the Federal Highway Administration, or Arizona Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## **APPENDIX B: CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY**

**The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4.**

**NOW, THEREFORE**, the U.S. Department of Transportation as authorized by law and upon the condition that Maricopa County Department of Transportation will accept title to the lands and maintain the project constructed thereon in accordance with Title 23, United States Code the Regulations for the Administration of Federal Aid for Highways, and the policies and procedures prescribed by the Arizona Department of Transportation, Federal Highway Administration and the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252;42 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Maricopa County Department of Transportation all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [.] [and]\* (2) that the Maricopa County Department of Transportation will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended, [and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

### **(HABENDUM CLAUSE)**

TO HAVE AND TO HOLD said lands and interests therein unto Maricopa County Department of Transportation and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Maricopa County Department of Transportation, its successors and assigns.

The Maricopa County Department of Transportation, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its

*\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.*

## **APPENDIX C: CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM**

**The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Maricopa County Department of Transportation pursuant to the provisions of Assurance 7(a):**

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
  - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities,
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, Maricopa County Department of Transportation will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, Maricopa County Department of Transportation will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Maricopa County Department of Transportation and its assigns\*.

*\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.*

## **APPENDIX D: CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM**

**The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Maricopa County Department of Transportation pursuant to the provisions of Assurance 7(b):**

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended set forth in this Assurance.
  
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, Maricopa County Department of Transportation will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
  
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Maricopa County Department of Transportation will there upon revert to and vest in and become the absolute property of Maricopa County Department of Transportation and its assigns.\*

*\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.*

## APPENDIX E

**During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:**

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1687 et seq).

**EXHIBIT A-SCOPE OF WORK**  
**FOR**  
**JOB ORDER CONTRACT SERVICES FOR**  
**INTERSECTION IMPROVEMENTS**

**CONTRACT NUMBER: 2015-027**

**GENERAL**

Contractor shall perform all work required for intersection improvements and related construction services. No work assignment shall exceed \$1,000,000 in total cost. The total of all work assignments shall not exceed \$3,000,000 during any contract year.

**CONSTRUCTION SERVICES**

Construction services may include but are not limited to supplying all labor, material, and equipment to complete installation of new signals and the upgrade or repair of existing signals, roadway widening, drainage facilities, concrete flatwork, curbs, curb and gutter, pedestrian ramps, intersection lighting, pavement markings, and roadway signage. Other Miscellaneous items may include utility relocations, extra coordination efforts, landscape and irrigation restoration, relocating or rebuilding fences of various materials and other related work.

**WORK ASSIGNMENTS**

Each work assignment that is mutually agreed upon and issued by the County will define specific project requirements.

All construction shall conform to the Uniform Standard Specifications and Standard Details for Public Works Construction published by the Maricopa Association of Governments (MAG) dated 1998 with most current revision (or the year indicated in the work assignment documents) together with the Maricopa County Department of Transportation (MCDOT) Supplement to the MAG Uniform Standard Specifications and Details (most current edition or as noted in the work assignment documents), this scope of work, and the work assignment construction documents (plans and special provisions).

Work assignments shall be undertaken only upon the issuance of a written notice to proceed. Work assignments shall set forth the following:

1. Contract number and work assignment identification;
2. The description of work including the location, list of work items, and applicable special provisions and drawings;
3. The period of performance and, if required by County, a work schedule;
4. The place of performance;
5. The calculated total price for the work to be performed;
6. Fee proposal signed by the Contractor; and

## 7. Approval Signatures by the County.

Work assignments will be at various locations throughout Maricopa County.

### **PAYMENTS**

Payment for individual work assignments will be based on unit prices that do not exceed the unit prices identified in the Unit Price List of Attachment F.

The amount of each work assignment will be the summation of the total amounts calculated for each item of the work assignment. The total amount for each item shall be the work assignment quantity times the unit price. Payment for each work assignment will be the calculated total amount for completed and accepted quantities of each item.

The unit prices as identified in the Unit Price List, Attachment F, include all direct and indirect costs associated with each individual work assignment of this Job Order Contract. The unit prices include adjustments for the following:

- Direct labor, material and equipment costs
- Contractor's jobsite General Conditions
- Contractor's home office overhead and profit
- Subcontractors' overhead and profit
- Insurance
- All costs associated with bonding (specifically including bond premiums)
- Employee payroll taxes, insurance and fringe benefits
- Business taxes, contributions, memberships, corporate headquarters support (legal, financial, etc.)
- Disposal of all waste and excess material
- Mobilization, demobilization
- Close out for the total contract and each work assignment
- Clean up
- Compliance with environmental laws (overhead {indirect} costs associated with performing work in compliance with county, state and federal regulations, including obtaining any necessary licenses and permits, reporting requirements, etc.)
- Compliance with safety, health and sanitation laws and specifications (i.e., Contractor's safety plan, face and clothing protection, etc.)
- Project management and supervision
- Quality control
- Management and equipment expenses
- Depreciation of equipment
- Interest associated with funding of equipment and payroll
- Submittal preparation
- License and fees
- Other risks of doing business (i.e., risk of a lower than expected contract dollar value; risk of a high inflation cost; risk of poor subcontractor performance and reperformance)

The amount to be paid for work items not included in Attachment F, Unit Price List shall be negotiated between the Contractor and the County.



## **ORDER OF PRECEDENCE**

In the event a conflict exists between Contract Documents the following order of precedence in descending order shall be as follows:

1. Work Assignment Special Provisions
2. Work Assignment Project Plans
3. Attachment E (This Scope of Work and its Special Provisions)
4. MCDOT Supplement to MAG Uniform Standard Specifications
5. MAG Uniform Standard Specifications
6. Standard Drawings or Standard Details

## **SPECIAL PROVISIONS**

The following special provisions modify the MAG Uniform Standard Specifications as revised by the MCDOT Supplement to MAG Uniform Standard Specifications.

### **SECTION 105 CONTROL OF WORK**

**105.8 CONSTRUCTION STAKES, LINES AND GRADES**, add the following:

The County will provide survey control and staking as described in the MAG Specifications and as modified by the MCDOT Supplemented to MAG. The Contractor shall lay out work in accordance with the plans and specifications and shall be responsible for all measurements in connection with the layout of the Work. Contractor shall furnish, at Contractor expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to layout the Work. The Contractor shall also be responsible for maintaining and preserving all control points established by the County.

### **SECTION 107 LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC**

**107.1 LAWS TO BE OBSERVED**, add the following:

The Contractor shall insure that contract operations are in compliance with procedures and requirements of the Maricopa County Air Pollution Control Rules and Ordinances with special attention given to the fugitive dust requirements. The Contractor shall pay any penalties imposed upon MCDOT where the violation is a direct result of actions or inactions by the Contractor, the contractor's employees or subcontractors.

107.1.2 Environmental Mitigation Measures:

If a work assignment is subject to Environmental Mitigation Measures, the Contractor shall adhere to all terms, conditions, and requirements contained in the Environmental Clearance. The Environmental Clearance and all related documents are located in Appendix A to the projects Special Provision and / or work assignment.

During project construction, MCDOT Environmental Program Branch shall be notified at (602) 506-8068 of any proposed changes in scope of work and/or work to be added outside the defined project limits, for evaluation of potential environmental impacts.

Payment for Environmental Mitigation Compliance will be an Allowance item. Payment shall be full compensation for performing all activities associated with fulfilling environmental mitigation measures that are not directly included within other pay items.

## **107.2 PERMITS**

### **107.2.1 AZPDES (NPDES) Construction General Permit Requirements, add the following:**

If a work assignment is subject to AZPDES permit requirements, payment will be an Allowance item.

Section 107.2.2 Compliance with Maricopa County MS4 Stormwater Regulation (Include if project is subject to AZPDES Permit and is within the designated unincorporated Maricopa County urban area. Add to the bidding schedule item 107.02010 *Compliance with Maricopa County MS4 Stormwater Regulation*. Revised 8/19/2010).

**Section 107.2 PERMITS**, add the following:

### **107.2.2 Compliance with Maricopa County MS4 Stormwater Regulation:**

This project is subject to the Maricopa County Stormwater Quality Management and Discharge Control Regulation. The Contractor shall be responsible for all activities associated with obtaining construction permit approvals, construction permit compliance, post-construction permit application and payment of fees relating to and established by the regulation. Permit requirements and related information are available from the following internet website: [www.maricopa.gov/Stormwater](http://www.maricopa.gov/Stormwater)

Unless a construction permit transfer is authorized by the Engineer the Contractor shall be responsible for the post-construction permit application and fees, and obtaining termination of coverage. The responsibility of obtaining post-construction permit coverage and post-construction permit compliance are not Contractor responsibilities.

Fines and penalties imposed by Maricopa County for Contractor's failure to comply with the Maricopa County Stormwater Quality Management and Discharge Control Regulation shall be paid by the Contractor.

Payment for Compliance with Maricopa County MS4 Stormwater Regulation will be an Allowance item. Payment shall be full compensation for performing all activities and payment of all fees including transfer fees (if applicable) associated with the Maricopa County Stormwater Quality Management and Discharge Control Regulation not directly included within other pay items.

**107.5 SAFETY, HEALTH AND SANITATION PROVISIONS**, add the following:

The Contractor shall provide and maintain portable toilet facilities in each area of work. Portable toilet facilities shall be cleaned not less than once weekly. The associated costs of this requirement shall be incidental to the project.

**107.5.3 HAZARDOUS MATERIAL HANDLING**

**107.5.3.3 Identify Potentially Hazardous Materials**, add the following:

The County may identify signal pole installations as having paint coatings containing lead. The removal, transportation, and processing of these poles shall be performed in a manner to contain all lead-based paint.

The Contractor Safety Plan required by Section 107.5.5 shall include applicable requirements related to the handling, dismantling, transportation, and recycling of signal poles and components thereof having lead based paint when materials with lead-based paint are identified for a work assignment.

**107.5.5 Safety Plan**, add the following:

The Contractor's Safety Plan shall be submitted prior to commencement of work. The Contractor may submit a comprehensive safety plan for all work anticipated to be performed under this contract. The Contractor must also provide their OSHA 300A Summary Log Information for the past two calendar years. Prior to the commencement of work on each work assignment, the Contractor shall as a minimum review the Safety Plan for accuracy and completeness, then submit a revised plan incorporating any needed changes or submit confirmation that the safety plan on record is current and accurate. CONTRACTOR SAFETY PLAN GUIDELINES ARE AVAILABLE ON THE MCDOT WEBSITE AT:

<http://www.mcdot.maricopa.gov/technical/home.htm>

**SECTION 108 COMMENCEMENT, PROSECUTION AND PROGRESS**

**108.1 NOTICE TO PROCEED**, add the following:

Each work assignment will have a Notice to Proceed issued after a Pre-Construction Conference has been conducted and submittals in accordance with section 108.1.1 Pre-Construction Conference have been received by the County.

**108.1.1 Pre-Construction Conference**, add the following:

The contractor shall submit a comprehensive removal and transportation plan identifying the procedures to be used for the removal, transport and disposal of the existing signal poles with associated accessories that have been identified as having paint coatings containing lead. The contractor's comprehensive removal and transportation plan shall include environmental and safety measures necessary to satisfy federal, state, and local requirements for the removal and disposal of solid waste and/or hazardous waste material that have a painted coating containing lead.

**108.9 FAILURE TO COMPLETE ON TIME**, add the following:

The liquidated damages provisions of section 108.9 shall apply to each work assignment of the Job Order Contract. The original work assignment amount shall be used in the column labeled "Original Contract Amount" of Table 108-1 to determine the Daily Charges.

## **SECTION 109 MEASUREMENTS AND PAYMENTS**

**109.4 Compensation for Alteration of Work**, add the following:

### **109.4.7 Minor Alterations, Miscellaneous Work**

The Engineer may make an alteration in the project specifications or in the details of construction which are lump sum, not covered by an existing item and are limited in scope, to the extent that the cost of the alterations will not exceed Fifteen Thousand (\$15,000.00) Dollars per Work Assignment.

The Engineer will request a cost proposal from the Contractor or direct this work to be performed by Force Account method as described under Section 109.4 and 109.5 of the Uniform Standard Specifications and Details for Public Works Construction (MAG). The Engineer and the contractor will agree upon the scope and cost of the work. This cost shall be documented in written form, from the Engineer to the contractor, which when executed by both parties and concurred by MCDOT shall have the same force and effect as a supplemental agreement.

Measurement for Minor Alterations, Miscellaneous Work, will be measured by an approved Contractor's proposal or by Force Account method. Payment will be made under item 109.40000, Miscellaneous Work (Minor Alterations).

**109.10 MOBILIZATION/DEMOBILIZATION**, replace with the following:

**NO DIRECT PAYMENT will be made for mobilization or demobilization. The cost of mobilization and demobilization shall be incorporated into the Contractor's proposed unit prices identified in the Unit Price List, Attachment F.**

## **SECTION 350 REMOVAL OF EXISTING IMPROVEMENTS**

**350.3 MISCELLANEOUS REMOVAL AND OTHER WORK**, add the following:

The removal of traffic poles and accessories that have been identified as having paint coatings containing lead shall be accomplished in accordance with the Contractor's Safety Plan and the Contractor's comprehensive removal and transportation plan. The contractor shall have the signal poles disposed of at a foundry or recycling center that has facilities for handling lead containing material in a manner that is in compliance with current Environmental Protection Agency (EPA) and Occupational Safety & Health Administration (OSHA) requirements. The

Contractor shall provide written notification to the receiving facility (foundry or recycling center) that the signal poles and components have a painted coating containing lead.

The Contractor shall obtain certification from each firm involved in the transporting, handling and disposal of these materials stating that all work was performed in accordance with EPA and OSHA requirements. A certificate identifying the final disposal of the lead-based paint shall indicate the final disposition of the lead-based paint.

**350.4 PAYMENT**, add the following:

The removal and disposal of each traffic pole identified as containing lead-based paint will be measured as a unit. Payment at the contract unit price for REMOVE TRAFFIC POLE WITH PAINT CONTAINING LEAD shall be full compensation for dismantling, transporting, and disposal of the identified contaminated poles and accessories in accordance with EPA and OSHA requirements. The Contractor shall submit to the Engineer prior to payment copies of all certifications including the certificate for final disposal of the lead-based paint.

## **SECTION 401 TRAFFIC CONTROL**

### **401.5.8 CHANGEABLE MESSAGE BOARDS**

As a contingent Item, the Contractor may be required to furnish Changeable Message Boards (CMB). These CMB may be used to notify the motoring public of; project information, traffic restrictions, road closure, safety need or other public awareness deemed necessary for the project. The bid item has been established as a daily rate and the contractor shall include all cost associated for each board used on this project within this daily rate.

**401.7 PAYMENT** is replaced with the following:

With the exception of Changeable Message Boards, the County will pay for Traffic Control, based upon approved time and material invoices, in accordance with Section 109.5 an amount not to exceed the ALLOWANCE established by mutual agreement between the Contractor and the County for the work assignment.

Payment for Changeable Message Board(s) will be measured by the day for each 24-hour day that the sign(s) are utilized to inform, maintain and control traffic, under bid item no. 401.06001 Changeable Message Board (Contingent).

## EXHIBIT B-FEE SCHEDULE

UNIT PRICE LIST - INTERSECTION IMPROVEMENTS Contract No 2015-028			
Item #	Description	UNIT	UNIT COST
104.04000	Partnering	Allowance	To Be Negotiated
107.01501	Community Relations Support	Allowance	To Be Negotiated
107.01502	Permit Fees	Allowance	To Be Negotiated
107.02000	AZPDES (SWPPP)	Allowance	To Be Negotiated
107.02010	Compliance with Maricopa County MS4 Stormwater Regulation	Allowance	To Be Negotiated
107.02100	Environmental Mitigation Compliance	Allowance	To Be Negotiated
109.40000	Miscellaneous Work (Minor Alterations)	Allowance	\$15,000.00
201.01012	Remove Tree, Diameter > 12"	EACH	800.00
220.10075	Riprap, D50=3"	CY	80.00
220.10150	Riprap, D50=6"	CY	71.00
220.10225	Riprap, D50=9"	CY	99.00
220.10300	Riprap, D50=12"	CY	140.00
220.20000	Grouted Riprap, (Indicate Size)	CY	To Be Negotiated
230.02000	Acrylic Copolymer Surface Course Dust Palliative	SY	20.00
301.01000	Subgrade Preparation	SY	To Be Negotiated
301.01000	Subgrade Preparation (includes earthwork)	SY	To Be Negotiated
310.03000	Aggregate Base Course	Ton	25.00
311.00000	Soil Cement Treated Subgrade, (Indicate Depth)	CY	To Be Negotiated
312.10060	Cement Treated Base, (Indicate Depth)	CY	To Be Negotiated
317.01000	Asphalt Milling, (Indicate Depth)	SY	To Be Negotiated
317.02000	Profile Milling, (Indicate Depth)	SY	To Be Negotiated
321.00200	Asphalt Concrete Pavement (Indicate Type of Mix)	Ton	To Be Negotiated
332.01000	Slurry Seal Asphalt Emulsion	SY	To Be Negotiated
333.01000	Fog Seal Asphalt Emulsion	Ton	To Be Negotiated
334.02001	MTR Pavement Sealer	SY	To Be Negotiated
336.01100	Pavement Replacement, MAG Det. 200-1, Type	SY	80.00
337.01000	Asphalt Pavement Crack Sealing	SY	To Be Negotiated
340.01110	Vertical Curb & Gutter, MAG Det 220, Type A, H=6"	LF	25.00
340.01120	Concrete Ribbon Curb, MAG Det 220, Type B	LF	20.00
340.01130	Roll Curb & Gutter, MAG Det 220, Type C	LF	20.00
340.01140	Roll Curb & Gutter, MAG Det 220, Type D	LF	20.00
340.01150	Single Curb, MAG Det 222, Type A	LF	22.00
340.01160	Single Curb, MAG Det 222, Type B	LF	22.00
340.01210	Concrete Sidewalk, MAG Det 230	SF	5.00
340.01215	Concrete Median Paving, 4" Thick	SF	5.00
340.01301	Sidewalk Ramp Retrofit, Det 2030-A	EACH	1,430.00
340.01303	Sidewalk Ramp Retrofit, Det 2030-C	EACH	1,430.00
340.01311	Sidewalk Ramp, Det 2031-A	EACH	2,000.00
340.01321	Curb Ramp, Type A, MAG Det 235-1	EACH	1,400.00
340.01322	Curb Ramp, Type B, MAG Det 235-2	EACH	1,430.00
340.01323	Curb Ramp, Type C, MAG Det 235-3	EACH	1,315.00
340.01324	Curb Ramp, Type D, MAG Det 235-4	EACH	1,500.00
340.01325	Curb Ramp, Type E, MAG Det 235-5	EACH	1,555.00
340.01410	Driveway Entrance, MAG Det 250 (Residential)	SF	10.00

Item #	Description	UNIT	UNIT COST
340.01411	Driveway Entrance, MAG Det 250 (Commercial/Industrial)	SF	13.00
340.01421	Return Type Driveway, MAG Det 251 (Commercial/Industrial)	SF	13.00
340.01434	Return Type Driveway, Det 2035 (Residential)	SF	10.00
340.01435	Return Type Driveway, Det 2035 (Commercial/Industrial)	SF	13.00
340.01436	Return Type Driveway, Det 2036 (Residential)	SF	10.00
340.01437	Return Type Driveway, Det 2036 (Commercial/Industrial)	SF	13.00
340.01500	Alley Entrance, MAG Det 260	SF	13.00
340.01600	Concrete Apron and Valley Gutter, MAG Det 240	SF	13.00
342.01100	Pavers, (Indicate Size)	SY	To Be Negotiated
345.01000	Adjust Frame & Cover to Grade, MAG Det 270	EACH	400.00
345.01100	Adjust Manhole Frame & Cover, MAG Det 422	EACH	500.00
345.01200	Adjust Valve Box & Cover, MAG Det 391-1-A	EACH	400.00
345.01300	Adjust Valve Box & Cover, MAG Det 391-1-B	EACH	400.00
345.01400	Adjust Valve Box & Cover, MAG Det 391-1-C	EACH	400.00
345.01500	Adjust Water Meter Box & Cover to Grade	EACH	200.00
345.01600	Adjust Traffic Signal Pull Box & Cover to Grade	EACH	119.00
350.01100	Remove Pipe, Backfill & Compact, D less than 30"	LF	60.00
350.01200	Remove Pipe, Backfill & Compact, D=30" or greater	LF	100.00
350.01500	Remove Headwall	EACH SF	To Be Negotiated
350.01800	Remove Concrete Curb and Gutter	LF	8.00
350.01801	Remove Valley Gutter or Apron	SF	4.00
350.01825	Remove Concrete: Curb and Gutter	LF	8.00
350.01850	Remove Concrete Single Curb	LF	7.00
350.01860	Remove Concrete Ribbon Curb	LF	7.00
350.01900	Remove Sidewalk	SF	3.50
350.02000	Remove Gate	EACH	500.00
350.02100	Remove Structure	EACH	To Be Negotiated
350.03000	Remove and Salvage Street Light	EACH	200.00
350.03010	Remove Light Pole	EACH	350.00
350.04000	Remove and Salvage Traffic Sign Assembly	EACH	119.00
350.04002	Remove Pull Box	EACH	100.00
350.05000	Remove Guardrail	LF	To Be Negotiated
350.31000	Remove Chain Link Fence	LF	7.50
350.50000	Miscellaneous Removals and Other Work	Lump Sum	To Be Negotiated
350.50003	Remove Traffic Pole Foundation	EACH	700.00
350.50004	Remove Cabinet Foundation	EACH	700.00
350.50101	Remove Traffic Pole with Paint Containing Lead	EACH	1,000.00
350.70010	Remove and Salvage Traffic Signal Pole	EACH	500.00
350.70015	Remove and Salvage Traffic Signal Pole and Mast Arm	EACH	800.00
350.70020	Remove and Salvage Service Pedestal and Battery Backup Cabinet	EACH	300.00
350.70025	Remove and Salvage Traffic Signal Indication	EACH	100.00
350.70030	Remove and Salvage Traffic Pedestrian Indication	EACH	100.00
350.70035	Remove and Salvage Pedestrian Push Button Station w/Sign	EACH	75.00

Item #	Description	UNIT	UNIT COST
350.70040	Remove and Salvage Luminaire Mast Arm	EACH	200.00
350.70045	Remove and Salvage Roadway Light Fixture	EACH	200.00
350.70050	Remove and Salvage Fire Pre-emption Equipment	EACH	200.00
350.70080	Remove and Salvage Video Detection Camera System	EACH	200.00
350.77850	Remove and Salvage CCTV Camera	EACH	200.00
351.11000	Relocate Mailbox, Det 2066	EACH	200.00
351.46000	Relocate Sign	EACH	300.00
401.01000	Traffic Control	Allowance	To Be Negotiated
401.06001	Changeable Message Board (Contingent Item)	EACH/DAY	50.00
401.01100	Uniformed Off-Duty Officer	Allowance	To Be Negotiated
405.00030	Survey Marker, MAG Det 120, Type C	EACH	355.00
405.01000	Survey Marker, MAG Det 120, Type B	EACH	355.00
405.01100	Survey Marker, MAG Det 120, Type A	EACH	470.00
415.01100	Guardrail	LF	To Be Negotiated
415.01110	Guardrail End Treatments	EACH	To Be Negotiated
420.01000	Fencing and Gates	LF	To Be Negotiated
430.01201	Hydro Seeding - Native Seed Mix	Acre	To Be Negotiated
430.02000	Native Plant Relocation <Identify Native Plant Type>	EACH	To Be Negotiated
430.02075	Native Plant Relocation Saguaro Cactus, Single Spear	EACH	To Be Negotiated
430.02076	Native Plant Relocation Saguaro Cactus, Multiple Arm (15' and Under)	EACH	To Be Negotiated
430.02077	Native Plant Relocation Saguaro Cactus, Multiple Arm (Over 15')	EACH	To Be Negotiated
430.42000	Decomposed Granite, 2" Thick	SY	10.00
430.43000	Decomposed Granite, 3" Thick	SY	15.00
432.10003	Gravel Mulch, 3" Thick	SY	25.00
440.10000	Landscape / Irrigation Restoration	Allowance	To Be Negotiated
460.01000	Remove Paint Stripe	LF	1.75
460.01100	Remove Painted Symbol	EACH	95.00
460.02000	Remove Thermoplastic Stripe	LF	3.50
460.02001	Remove Thermoplastic - Symbol	EACH	120.00
460.03000	Remove Raised Pavement Marker	EACH	5.00
461.01100	4" White Traffic Paint Stripe	LF	0.59
461.01200	4" Yellow Traffic Paint Stripe	LF	0.59
461.01511	Paint Symbol (Left Turn Arrow)	EACH	140.00
461.01512	Paint Symbol (Right Turn Arrow)	EACH	140.00
461.01515	Paint Symbol (RR Crossing)	EACH	300.00
461.01520	Paint Symbol (Bike Lane Marking Set)	EACH	179.00
461.01600	Paint Median Island	LF	5.00
462.01100	4" White Thermoplastic Traffic Stripe	LF	1.07
462.01200	4" Yellow Thermoplastic Traffic Stripe	LF	1.07
462.01510	Thermoplastic Symbol Arrow (Straight)	EACH	200.00
462.01511	Thermoplastic Symbol Left Turn Arrow	EACH	200.00
462.01512	Thermoplastic Symbol Right Turn Arrow	EACH	200.00
462.01513	Thermoplastic Pavement Arrow (2 Combo and one Straight)	EACH	300.00
462.01515	Thermoplastic Symbol (RR Crossing)	EACH	400.00
462.01530	Thermoplastic Symbol, Handicap Parking	EACH	295.00



Item #	Description	UNIT	UNIT COST
462.01705	Thermoplastic Pavement Legend "ONLY"	EACH	250.00
463.01000	Reflectorized Raised Pavement Marker (Type C, Clear, Red)	EACH	8.00
463.01100	Reflectorized Raised Pavement Marker (Type D, Yellow, 2-Way)	EACH	8.00
463.01200	Reflectorized Raised Pavement Marker (Type G, Clear, 1-Way)	EACH	8.00
463.01300	Reflectorized Raised Pavement Marker (Type H, Yellow, 1-Way)	EACH	8.00
463.01400	Reflectorized Raised Pavement Marker (Type BB, Blue, 2-Way)	EACH	8.00
464.02000	Perforated Sign Post	LF	12.00
464.02001	Perforated Sign Post Foundation, Det 2058	EACH	150.00
464.03000	U-Channel Sign Post	LF	10.00
464.03001	U-Channel Sign Post Installation, Det 2059	EACH	150.00
465.01002	Flat Sheet Aluminum Sign Panel, High Intensity Grade	SF	25.00
465.01003	Flat Sheet Aluminum Sign Panel, Diamond Grade	SF	30.00
465.02000	Metro Street Name Sign (Install Only)	EACH	250.00
465.02001	Metro Street Name Sign Oversize (Install Only)	EACH	To Be Negotiated
470.80000	Temporary Traffic Signal	Lump Sum	To Be Negotiated
471.60043	No. 3 ½ Pull Box	EACH	300.00
471.60045	No. 5 Pull Box	EACH	350.00
471.60047	No. 7 Pull Box	EACH	450.00
471.60049	No. 9 Pull Box	EACH	2,800.00
471.60055	No. 5 Pull Box w/ Extension	EACH	450.00
471.60057	No. 7 Pull Box w/ Extension	EACH	550.00
471.61112	Sch. 40 PVC Electrical Conduit, 2" w/ ¼" Nylon Pull Rope and #8 Bare Copper Wire (Trench)	LF	12.00
471.61113	Sch. 40 PVC Electrical Conduit, 2" w/ ¼" Nylon Pull Rope and #8 Bare Copper Wire (Horizontal Drill)	LF	20.00
471.61130	Sch. 40 Galvanized Electrical Conduit, 2"	LF	20.00
471.61131	Sch. 40 Galvanized Electrical Conduit, 2" w/ ¼" Nylon Pull Rope and #8 Bare Copper Wire	LF	22.00
471.61212	Sch. 40 PVC Electrical Conduit, 2½" w/ ¼" Nylon Pull Rope and w/ #8 Bare Copper Wire (Trench)	LF	13.00
471.61213	Sch. 40 PVC Electrical Conduit, 2½" w/ ¼" Nylon Pull Rope and w/ #8 Bare Copper Wire (Horizontal Drill)	LF	22.00
471.61230	Sch. 40 Galvanized Electrical Conduit, 2½"	LF	30.00
471.61231	Sch. 40 Galvanized Electrical Conduit, 2½" w/ ¼" Nylon Pull Rope and w/ #8 Bare Copper Wire	LF	32.00
471.61312	Sch. 40 PVC Electrical Conduit, 3" w/ ¼" Nylon Pull Rope and w/ #8 Bare Copper Wire (Trench)	LF	15.00
471.61313	Sch. 40 PVC Electrical Conduit, 3" w/ ¼" Nylon Pull Rope and w/ #8 Bare Copper Wire (Horizontal Drill)	LF	25.00
471.61330	Sch. 40 Galvanized Electrical Conduit, 3"	LF	42.00
471.61331	Sch. 40 Galvanized Electrical Conduit, 3" w/ ¼" Nylon Pull Rope and w/ #8 Bare Copper Wire	LF	44.00
471.61412	Sch. 40 PVC Electrical Conduit, 4" w/ ¼" Nylon Pull Rope and #8 Bare Copper Wire (Trench)	LF	18.00

Item #	Description	UNIT	UNIT COST
471.61413	Sch. 40 PVC Electrical Conduit, 4" w/ 1/4" Nylon Pull Rope and # 8 Bare Copper Wire (Horizontal Drill)	LF	30.00
471.61430	Sch. 40 Galvanized Electrical Conduit, 4"	LF	60.00
471.61431	Sch. 40 Galvanized Electrical Conduit, 4" w/ 1/4" Nylon Pull Rope and # 8 Bare Copper Wire	LF	62.00
471.61530	Sch. 40 Galvanized Electrical Conduit, 5"	LF	90.00
471.61531	Sch. 40 Galvanized Electrical Conduit, 5" w/ 1/4" Nylon Pull Rope and # 8 Bare Copper Wire	LF	92.00
471.61630	Sch. 40 Galvanized Electrical Conduit, 6"	LF	140.00
471.61631	Sch. 40 Galvanized Electrical Conduit, 6" w/ 1/4" Nylon Pull Rope and # 8 Bare Copper Wire	LF	142.00
471.83000	Concrete Encasement of Conduit	Allowance	To Be Negotiated
472.61100	Pole Foundation, Type A, Det 4720	EACH	500.00
472.61200	Pole Foundation, Type E or F, Det 4720	EACH	950.00
472.61300	Pole Foundation, Type J or Q, Det 4721	EACH	2,273.00
472.61400	Pole Foundation, Type K or R, Det 4721	EACH	2,273.00
472.61500	Pole Foundation, Type PB (Push Button), Det 4720	EACH	300.00
472.62030	Pole Foundation, Type SB (Square Base), Det 4825-2	EACH	500.00
472.62045	Service Pedestal Foundation, Det 4829-2	EACH	500.00
472.62050	Combination Service Pedestal Battery Back-up System Foundation, Det 4724	EACH	600.00
472.63000	P' Cabinet Foundation, Det 4723	EACH	1,000.00
473.61000	6' X 6' Detector Loop	EACH	700.00
473.62000	6' X 20' Quadrapole Loop	EACH	850.00
473.63000	6' X 30' Quadrapole Loop	EACH	1,000.00
473.64000	6' X 40' Quadrapole Loop	EACH	1,100.00
473.65000	6' X 50' Quadrapole Loop	EACH	1,200.00
473.73000	Pedestrian Push Button w/ Sign	EACH	200.00
473.73001	Pedestrian Push Button w/ Sign (Install Only)	EACH	100.00
473.73010	Audible Pedestrian Push Button w/ Sign	EACH	1,050.00
473.73011	Audible Pedestrian Push Button w/ Sign (Install Only)	EACH	250.00
474.60114	Type A Signal Pole 14'	EACH	800.00
474.60115	Type A Signal Pole 14' (Install Only)	EACH	200.00
474.60117	Type A Signal Pole 16' (Install only)	EACH	200.00
474.60119	Type A Signal Pole 18' (Install only)	EACH	200.00
474.60211	Type E Signal Pole w/ 12' Mast Arm	EACH	2,400.00
474.60221	Type E Signal Pole w/ 15' Mast Arm	EACH	2,450.00
474.60231	Type E Signal Pole w/ 18' Mast Arm	EACH	2,500.00
474.60241	Type E Signal Pole w/ 20' Mast Arm	EACH	2,550.00
474.60301	Type F Signal Pole (Install Only)	EACH	350.00
474.60310	Type F Signal Pole w/ 12' Mast Arm (Install Only)	EACH	400.00
474.60320	Type F Signal Pole w/ 15' Mast Arm (Install Only)	EACH	405.00
474.60330	Type F Signal Pole w/ 18' Mast Arm (Install Only)	EACH	410.00
474.60341	Type F Signal Pole w/ 20' Mast Arm (Install Only)	EACH	415.00
474.60401	Type J Signal Pole (Install Only)	EACH	400.00
474.60441	Type J Signal Pole w/ 20' Mast Arm (Install Only)	EACH	430.00
474.60451	Type J Signal Pole w/ 25' Mast Arm (Install Only)	EACH	450.00
474.60461	Type J Signal Pole w/ 30' Mast Arm (Install Only)	EACH	475.00
474.60471	Type J Signal Pole w/ 35' Mast Arm (Install Only)	EACH	500.00

Item #	Description	UNIT	UNIT COST
474.60481	Type J Signal Pole w/ 40' Mast Arm (Install Only)	EACH	550.00
474.60501	Type Q Signal Pole (Install Only)	EACH	400.00
474.60541	Type Q Signal Pole w/ 20' Mast Arm (Install Only)	EACH	430.00
474.60551	Type Q Signal Pole w/ 25' Mast Arm (Install Only)	EACH	450.00
474.60561	Type Q Signal Pole w/ 30' Mast Arm (Install Only)	EACH	475.00
474.60571	Type Q Signal Pole w/ 35' Mast Arm (Install Only)	EACH	500.00
474.60581	Type Q Signal Pole w/ 40' Mast Arm (Install Only)	EACH	550.00
474.60601	Type K Signal Pole (Install Only)	EACH	400.00
474.60651	Type K Signal Pole w/ 45' Mast Arm (Install Only)	EACH	600.00
474.60661	Type K Signal Pole w/ 50' Mast Arm (Install Only)	EACH	700.00
474.60671	Type K Signal Pole w/ 55' Mast Arm (Install Only)	EACH	800.00
474.60731	Type R Signal Pole (Install Only)	EACH	400.00
474.60751	Type R Signal Pole w/ 45' Mast Arm (Install Only)	EACH	600.00
474.60761	Type R Signal Pole w/ 50' Mast Arm (Install Only)	EACH	700.00
474.60771	Type R Signal Pole w/ 55' Mast Arm (Install Only)	EACH	800.00
474.60801	Type PB Push Button Pole (Install Only)	EACH	120.00
474.64000	Wood Pole for Temporary Signals	EACH	1,500.00
474.70201	20' Mast Arm (Install Only)	EACH	200.00
474.70251	25' Mast Arm (Install Only)	EACH	250.00
474.70301	30' Mast Arm (Install Only)	EACH	300.00
474.70351	35' Mast Arm (Install Only)	EACH	350.00
474.70401	40' Mast Arm (Install Only)	EACH	400.00
474.70451	45' Mast Arm (Install Only)	EACH	450.00
474.70501	50' Mast Arm (Install Only)	EACH	500.00
474.70551	55' Mast Arm (Install Only)	EACH	550.00
475.61401	Electrical Service Pedestal System, Det 4829 (Install Only)	EACH	400.00
475.61451	Combination Electrical Service Pedestal and Battery Back-up System, Det 4731 (Install Only)	EACH	400.00
475.62001	Controller Cabinet Assembly, Type P, Det 4730 (Install Only)	EACH	450.00
475.62201	Controller Cabinet Assembly, Type G, Detail 4825-6 (Install Only)	EACH	450.00
475.62221	ITS Pedestal Post Top Mounting (G-1), MCDOT Det. 4825-1 (Installation Only)	EACH	400.00
475.62231	ITS Pedestal Post Side Mounting (G-2), MCDOT Det. 4827 (Installation Only)	EACH	700.00
475.83011	Emergency Vehicle Pre-emption Equipment (Install Only)	EACH	400.00
475.83015	Fire Pre-emption Equipment (Install Only)	EACH	400.00
475.83021	Railroad Pre-emption Equipment (Install Only)	EACH	500.00
476.10000	Solar Advanced Flasher Assembly (Continuous)	EACH	To Be Negotiated
476.10001	Solar Advanced Flasher Assembly (Continuous), Install Only	EACH	1,500.00
476.10010	Solar Advanced Flasher Assembly (Time Clock)	EACH	To Be Negotiated
476.10020	Solar Advanced Flasher Assembly (Time Clock) (Install Only)	EACH	300.00
476.12111	12" Signal Indication, Type 'F' Signal Face w/ Type XI Side Mounting Assembly Det 4775 (Install Only)	EACH	200.00

Item #	Description	UNIT	UNIT COST
476.12121	12" Signal Indication, Type 'F' Signal Face w/ Type II Plumbizer Mounting Assembly Det 4778 (Install Only)	EACH	200.00
476.12150	12" Signal Indication, Type 'F' Signal Face w/ Type V Mounting Assembly Det 4794	EACH	1,000.00
476.12170	12" Signal Indication, Type 'F' Signal Face w/ Type VII Mounting Assembly Det 4795	EACH	1,000.00
476.12210	12" Signal Indication, Type 'G' Signal Face w/ Type XI Side Mounting Assembly Det 4775	EACH	1,000.00
476.12211	12" Signal Indication, Type 'G' Signal Face w/ Type XI Side Mounting Assembly Det 4775 (Install Only)	EACH	250.00
476.12220	12" Signal Indication, Type 'G' Signal Face w/ Type II Plumbizer Mounting Assembly Det 4778	EACH	1,000.00
476.12221	12" Signal Indication, Type 'G' Signal Face w/ Type II Plumbizer Mounting Assembly Det 4778 (Install Only)	EACH	250.00
476.12250	12" Signal Indication, Type 'G' Signal Face w/ Type V Mounting Assembly Det 4794	EACH	1,200.00
476.12270	12" Signal Indication, Type 'G' Signal Face w/ Type VII Mounting Assembly Det 4795	EACH	1,200.00
476.12310	12" Signal Indication, Type 'Q' Signal Face w/ Type XI Side Mounting Assembly Det 4775	EACH	1,000.00
476.12311	12" Signal Indication, Type 'Q' Signal Face w/ Type XI Side Mounting Assembly Det 4775 (Install Only)	EACH	250.00
476.12320	12" Signal Indication, Type 'Q' Signal Face w/ Type II Plumbizer Mounting Assembly Det 4778	EACH	1,000.00
476.12321	12" Signal Indication, Type 'Q' Signal Face w/ Type II Plumbizer Mounting Assembly Det 4778 (Install Only)	EACH	250.00
476.12350	12" Signal Indication, Type 'Q' Signal Face w/ Type V Mounting Assembly Det 4794	EACH	1,200.00
476.12370	12" Signal Indication, Type 'Q' Signal Face w/ Type VII Mounting Assembly Det 4795	EACH	1,200.00
476.12410	12" Signal Indication, Type 'R' Signal Face w/ Type XI Side Mounting Assembly Det 4775	EACH	700.00
476.12411	12" Signal Indication, Type 'R' Signal Face w/ Type XI Side Mounting Assembly Det 4775 (Install Only)	EACH	200.00
476.12420	12" Signal Indication, Type 'R' Signal Face w/ Type II Plumbizer Mounting Assembly Det 4778	EACH	700.00
476.12421	12" Signal Indication, Type 'R' Signal Face w/ Type II Plumbizer Mounting Assembly Det 4778 (Install Only)	EACH	200.00
476.12450	12" Signal Indication, Type 'R' Signal Face w/ Type V Mounting Assembly Det 4794	EACH	1,000.00
476.12470	12" Signal Indication, Type 'R' Signal Face w/ Type VII Mounting Assembly Det 4795	EACH	1,000.00
476.12510	12" Signal Indication, Type 'F (Modified)' Signal Face w/ Type XI Side Mounting Assembly Det 4775	EACH	235.00

Item #	Description	UNIT	UNIT COST
476.12511	12" Signal Indication, Type 'F (Modified)' Signal Face w/ Type XI Side Mounting Assembly Det 4775 (Install Only)	EACH	235.00
476.12520	12" Signal Indication, Type 'F (Modified)' Signal Face w/ Type II Plumbizer Mounting Assembly Det 4778	EACH	800.00
476.12521	12" Signal Indication, Type 'F (Modified)' Signal Face w/ Type II Plumbizer Mounting Assembly Det 4778 (Install Only)	EACH	250.00
476.62010	Pedestrian Signal Indication w/ Type XI Side Mounting Assembly Det 4775	EACH	600.00
476.62011	Pedestrian Signal Indication w/ Type XI Side Mounting Assembly Det 4775 (Install Only)	EACH	150.00
476.62015	Pedestrian Signal Indication w/ Type V Mounting Assembly Det 4794	EACH	800.00
476.62017	Pedestrian Signal Indication w/ Type VII Mounting Assembly Det 4795	EACH	800.00
477.61121	Luminaire, Mast Arm 12' (Install Only)	EACH	120.00
477.61151	Luminaire, Mast Arm 15' (Install Only)	EACH	130.00
477.61201	Luminaire, Mast Arm 20' (Install Only)	EACH	140.00
477.70040	Roadway Lighting Fixture (Install Only)	EACH	150.00
478.01000	Electrical Conductors	Lump Sum	To Be Negotiated
481.00200	Inspect Existing ITS Pull Boxes and Conduit	Lump Sum	To Be Negotiated
481.01101	ITS Type A Pull Box Det 4805-1 (Install Only)	EACH	300.00
481.01201	ITS Type B Pull Box Det 4805-2 (Install Only)	EACH	400.00
481.01301	ITS Type C Pull Box Det 4805-3 (Install Only)	EACH	400.00
481.01401	ITS Type D Pull Box Det 4805-4 (Install Only)	EACH	600.00
481.01501	ITS Type E Pull Box Det 4806 (Install Only)	EACH	600.00
481.05300	Geotextile Innerduct 3" 3-Cell	LF	To Be Negotiated
481.05400	Geotextile Innerduct 4" 3-Cell	LF	To Be Negotiated
481.61100	2 Inch PVC Fiber Optic Conduit (Trench)	LF	12.00
481.61143	2 Inch HDPE Fiber Optic Conduit (Directional Drill)	LF	20.00
481.61200	2 1/2 Inch PVC Fiber Optic Conduit (Trench)	LF	13.00
481.61243	2 1/2 Inch HDPE Fiber Optic Conduit (Directional Drill)	LF	22.00
481.61300	3 Inch PVC Fiber Optic Conduit (Trench)	LF	15.00
481.61343	3 Inch HDPE Fiber Optic Conduit (Directional Drill)	LF	25.00
481.61400	4 Inch PVC Fiber Optic Conduit (Trench)	LF	18.00
481.61443	4 Inch HDPE Fiber Optic Conduit (Directional Drill)	LF	30.00
481.64000	Multiduct, Premanufactured 4-Cell PVC Rigid Innerducts with No Outer Duct (Trench)	LF	To Be Negotiated
481.64400	4 Inch Multiduct, Premanufactured with PVC Outer Duct and 4 Rigid Innerducts (Trench)	LF	To Be Negotiated
481.64443	4 Inch Multiduct, Premanufactured with HDPE Outer Duct and 4 Rigid Innerducts (Directional Drill)	LF	To Be Negotiated
482.00012	Fiber Optic Cable (Single Mode 12)	LF	2.50
482.00096	Fiber Optic Cable (Single Mode 96)	LF	4.00
482.00250	Underground Fiber Optic Splice Closure	EACH	To Be Negotiated
482.00251	Underground Fiber Optic Splice Closure (Install Only)	EACH	2,500.00
482.00280	Fiber Optic Patch Panel (12 Port)	EACH	850.00


Item #	Description	UNIT	UNIT COST
482.00285	Fiber Optic Patch Panel (96 Port)	EACH	To Be Negotiated
482.00290	Fiber Optic Termination Panel (12 Port)	EACH	850.00
482.00295	Fiber Optic Termination Panel (96 Port)	EACH	To Be Negotiated
482.00300	Integrated Fiber Optic Splice and Termination Panel (12 Port)	EACH	850.00
482.00301	Integrated Fiber Optic Splice and Termination Panel (12 Port) - Install Only	EACH	320.00
482.00350	Integrated Fiber Optic Splice and Termination Panel (96 Port)	EACH	9,100.00
482.00351	Integrated Fiber Optic Splice and Termination Panel (96 Port) - Install Only	EACH	1,000.00
482.00400	Jumper Cable	EACH	100.00
482.00401	Jumper Cable (Install Only)	EACH	50.00
483.00021	CCTV Camera Assembly (Installation Only)	EACH	500.00
485.02121	Video Detection Equipment Assembly, Each Approach (Installation Only)	EACH	500.00
485.20001	Video Image Detection System (Install Only)	EACH	500.00
486.00040	Industrial Frame Router (Installation Only)	EACH	300.00
486.00055	MPEG 4 Codec (Transmitter) (Installation Only)	EACH	150.00
486.00056	MPEG 4 Codec (Receiver) (Installation Only)	EACH	150.00
486.00160	Twisted Pair Modem (Installation Only)	EACH	150.00
486.00165	Telephone Modem (Installation Only)	EACH	150.00
486.10041	Field Hardened Ethernet Backbone Switch (Install Only)	EACH	400.00
486.10051	Field Hardened Ethernet Access Switch (Install Only)	EACH	250.00
486.20101	Wireless Access Point, 2.4 GHZ (Install Only)	EACH	400.00
486.20151	Wireless Access Point, 5.0 GHZ (Install Only)	EACH	400.00
486.20201	Rugged Linear 2x2 MIMO Radio, 900 MHZ (Install Only)	EACH	400.00
486.20211	Rugged Linear 2x2 MIMO Radio, 2.4 GHZ (Install Only)	EACH	400.00
486.20251	Rugged Linear 2x2 MIMO Radio, 5.0 GHZ (Install Only)	EACH	400.00
486.20301	Broadband CPE, 2.4 GHZ (Install Only)	EACH	200.00
486.20351	Broadband CPE, 5.0 GHZ (Install Only)	EACH	200.00
486.30101	Omni Antenna, 2.4 GHZ (Install Only)	EACH	400.00
486.30151	Omni Antenna, 5.0 GHZ (Install Only)	EACH	400.00
486.30201	Dish Antenna, 2.4 GHZ (Install Only)	EACH	400.00
486.30251	Dish Antenna, 5.0 GHZ (Install Only)	EACH	400.00
486.30301	Yagi Antenna, 900 MHZ (Install Only)	EACH	400.00
486.30401	Sector Antenna, 900 MHZ (Install Only)	EACH	400.00
486.30421	Sector Antenna, 2.4 GHZ (Install Only)	EACH	400.00
486.30451	Sector Antenna, 5.0 GHZ (Install Only)	EACH	400.00
486.40101	Industrial Frame Router (Install Only)	EACH	300.00
486.40201	Field Hardened Network Gateway Router (Install Only)	EACH	300.00
486.50101	Serial Expansion Device (Install Only)	EACH	200.00
486.82001	Spread Spectrum Radio System (Installation Only)	EACH	350.00
486.82050	Discrete Frequency Spread Spectrum Radio System (Installation Only)	EACH	350.00
486.82050	Frequency Hopping Spread Spectrum Radio System (Installation Only)	EACH	350.00

Item #	Description	UNIT	UNIT COST
505.01100	MAG Class AA Concrete	CY	150.00
505.06401	Concrete Scupper, MAG Det 206, S/W=4', 1-4' Curb opening	EACH	2,990.00
505.06501	Concrete Scupper, MAG Det 206, S/W=5', 1-4' Curb opening	EACH	3,350.00
505.06511	Concrete Scupper Spillway, MAG Det 206, 1-4' Curb opening	LF	44.00
505.18000	Retaining Wall	SF	To Be Negotiated
520.01035	Safety Rail (Height = 3'-6") MAG Det 145	LF	47.50
520.01047	Safety Rail (Height = 4'-8") MAG Det 145	LF	55.00
523.91000	Headwall	EACH	To Be Negotiated
525.02000	Pneumatically Placed Mortar (Shotcrete) [Indicate Thickness]	SY	To Be Negotiated
604.01005	Controlled Low Strength Material, ½ Sack	CY	To Be Negotiated
604.01010	Controlled Low Strength Material, 1 Sack	CY	To Be Negotiated
604.01015	Controlled Low Strength Material, 1½ Sack	CY	To Be Negotiated
618.10001	Reinforced Concrete Pipe [Indicate Size and Class]	LF	To Be Negotiated

**NOTE:** Individual JOC work assignment pricing shall not exceed these submitted unit prices.

**SUBMITTING FIRM:** A J P Electric, Inc.

**Date:** 3/8/16

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u> 8b.</b>
<b>MEETING DATE:</b> October 17, 2016  <b>DEPARTMENT:</b> Human Resources  <b>STAFF PRESENTER:</b> Scott Barber, HR Director  <b>SUBJECT:</b> Revised FY 2016-2017 Employee Classification Plan		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input checked="" type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> <b>Regulatory</b> <input type="checkbox"/> <b>1<sup>st</sup> Reading</b> <input type="checkbox"/> <b>2<sup>nd</sup> Reading</b> <input type="checkbox"/> <b>Other</b>

**RECOMMENDED MOTION/ACTION:**

Motion to adopt Resolution No. 1602-16: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ADOPTING THE REVISED TOWN OF FLORENCE FY2016-2017 EMPLOYEE CLASSIFICATION PLAN.

**BACKGROUND/DISCUSSION:**

Earlier this year, the U.S. Department of Labor enacted changes to the Fair Labor Standards Act, increasing the pay threshold for employees to be considered “exempt” from the Act’s overtime requirements from \$23,660 to \$47,476 per year. Employers have a few options to choose from in order to come into compliance with Federal law. We have opted to change 6 Town classifications from “exempt” to “non-exempt”, effective December 1, 2016. The recommended revised Employee Classification Plan reflects this change to the following classifications:

- Associate Engineer
- Planner
- Sr. Building Inspector
- Parks Maintenance Superintendent
- Court Administrator (not currently in use)
- Facilities Manager

Employees in these classifications will now be paid for any overtime worked.

Staff has also been working with Public Works Director Chris Salas to move around several positions and employees within the department to both fill some vacancies and to utilize existing staff in the most efficient and effective manner. This effort is not a departmental reorganization, but rather several moves to get the right people in the right places. Over the past few months a couple of employees have been on temporary assignment in different roles and it is now time to make the necessary adjustments to our Classification Plan in order to move ahead in a more formal way. The changes to the Plan are:



- New Water Superintendent and Wastewater Superintendent classifications at Pay Range 47. The employee currently in the Utility Superintendent position will be moved to the Water Superintendent position. The employee who has been leading the Wastewater Division since January will be formally moved into the Wastewater Superintendent position. Therefore, the current Utility Superintendent position is being reclassified to Water Superintendent, and the current Senior Wastewater Treatment Plant Operator position is being reclassified to Wastewater Superintendent (we will retain the classifications in our Plan).

- New Facilities Maintenance Specialist classification at Pay Range 28. This is being accomplished through the transfer and reclassification of a vacant Public Works Operations Technician position. We will conduct an internal recruitment for this position when approved.

- New Fleet Services Supervisor classification at Pay Range 38. This is being accomplished through the transfer and reclassification of a (filled) Maintenance Worker I position with the incumbent being promoted.

#### **FINANCIAL IMPACT:**

The FLSA-required changes will result in five employees being eligible for overtime compensation. The Town Manager has directed; however, that department directors in the impacted departments manage employee work schedules within the designated work period to mitigate that impact. The financial impact of the other changes will be handled within the existing FY2016-17 Public Works departmental budget(s).

#### **STAFF RECOMMENDATION:**

Staff recommends adoption of Resolution No. 1602-16 approving the FY2016-2017 Employee Classification Plan (Revised).

#### **ATTACHMENTS:**

Town of Florence, FY2016-2017 Classification Plan (Revised)

**RESOLUTION NO. 1602-16**

**A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE TOWN OF FLORENCE FY2016-2017 EMPLOYEE CLASSIFICATION PLAN.**

**WHEREAS**, it has been brought to the attention of the Mayor and Council that it is necessary to comply with changes made to the Federal Fair Labor Standards Act as it relates to eligibility for overtime compensation, specifically changing the FLSA designation from “exempt” to “non-exempt” for the purposes of overtime eligibility for the following employee classifications, effective December 1, 2016:

- Associate Engineer
- Senior Building Inspector
- Court Administrator
- Planner
- Parks Maintenance Superintendent
- Facilities Manager

**WHEREAS**, it has been brought to the attention of the Mayor and Council that it is necessary and desirable that several new classifications be added to the existing Town of Florence FY2016-17 Employee Classification Plan, specifically:

- Water Superintendent Pay Range 47
- Wastewater Superintendent Pay Range 47
- Facilities Maintenance Specialist Pay Range 28
- Fleet Services Supervisor Pay Range 38

**NOW, THEREFORE BE IT RESOLVED** by the Mayor and Council of the Town of Florence, Arizona, that the Town of Florence hereby adopt the amended Fiscal Year 2016-2017 Employee Classification Plan.

**PASSED AND ADOPTED** by the Mayor and Council of the Town of Florence, Arizona, this 17<sup>th</sup> day of October, 2016.

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Clifford L. Mattice, Town Attorney

**Town of Florence**  
**FY 2016-17 Classification Plan**  
(Pay Range Order)  
*As Amended 10/17/2016*

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

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

<b>Position Classification</b>	<b>Pay Range</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>	<b>FLSA</b>	<b>Classified/ Unclassified</b>
Payroll Specialist	33	\$35,209	\$43,202	\$51,194	NE	C
Code Compliance Officer	32	\$34,350	\$42,148	\$49,945	NE	C
Maintenance Worker III					NE	C
Mechanic					NE	C
Sanitation Worker III					NE	C
Librarian	31	\$33,513	\$41,120	\$48,727	NE	C
Engineering Technician Assistant	30	\$32,695	\$40,117	\$47,539	NE	C
Police Evidence Technician					NE	C
Public Safety Dispatcher					NE	C*
Utility Billing Supervisor					NE	C
Administrative Assistant	29	\$31,898	\$39,138	\$46,379	NE	C
Senior Court Clerk					NE	C
Water Plant Operator					NE	C
Accounting Technician	28	\$31,120	\$38,184	\$45,248	NE	C
Assessment Specialist					NE	C
Facilities Maintenance Specialist					NE	C
Recreation Programmer					NE	C
Utility Services Representative					NE	C
Wastewater Treatment Plant Opr.					NE	C
Permit Specialist	27	\$30,361	\$37,253	\$44,144	NE	C
Utility Systems Operator					NE	C
Maintenance Worker II	26	\$29,620	\$36,344	\$43,068	NE	C
Sanitation Worker II					NE	C
Utility Services Operator	24	\$28,193	\$34,593	\$40,992	NE	C
Court Clerk	23	\$28,687	\$33,749	\$38,811	NE	C
Maintenance Worker I	22	\$27,987	\$32,926	\$37,865	NE	C*
Police Records Clerk					NE	C
Sanitation Worker I					NE	C
Customer Service Representative	21	\$27,304	\$32,123	\$36,941	NE	C
Library Assistant					NE	C
Office Assistant					NE	C*
Public Works Operations Tech.					NE	C
Senior Center Assistant					NE	C*
Mechanic Assistant	19	\$25,989	\$30,575	\$35,161	NE	C
Fitness Trainer	18	\$25,355	\$29,829	\$34,304	NE	C
Office Aide	17	\$24,736	\$29,102	\$33,467	NE	C*
Custodian	16	\$24,133	\$28,392	\$32,651	NE	C
Library Aide	15	\$23,270	\$27,377	\$31,483	NE	C*

\*All part-time positions are unclassified

Temporary Positions Assigned To Ranges For Convenience (hourly):

<b>Position Classification</b>	<b>Pay Range</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>
Pool Manager	18	\$12.1899	\$14.3408	\$16.4923
Heat Lifeguard Recreation Leader III	11	\$10.2543	\$12.0634	\$13.8730
Lifeguard II Recreation Leader II	5	\$8.8423	\$10.4024	\$11.9629
Lifeguard I Recreation Leader I Student Trainee	1	\$8.0105	\$9.4240	\$10.8375

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

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