

# 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 3, 2016**

**6:00 PM**

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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 3, 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. ADJOURN TO MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1**

a. Discussion/Approval/Disapproval of the Professional Services Agreement with EPS Group, Inc., for Community Facility District No. 1 engineering services, in an amount not to exceed \$250,000. (Chris Salas)

**7. ADJOURN FROM MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1**

**8. ADJOURN TO MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2**

- a. **Discussion/Approval/Disapproval** of the Professional Services Agreement with EPS Group, Inc., for Community Facility District No. 2 engineering services, in an amount not to exceed \$250,000. (Chris Salas)

## **9. ADJOURN FROM MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2**

## **10. PUBLIC HEARING AND PRESENTATIONS**

- a. **Public Hearing on an application** received from Theresa Morse, Old Pueblo Restaurant, LLC, located at 505 S. Main Street, Florence, Arizona, for an interim permit for a new Series 12 Restaurant Liquor License, and for Council recommendation for approval or disapproval of said license. (Lisa Garcia)
- b. **Proclamation declaring** October 9 - 15, 2016, as Fire Prevention Week. (Mayor Rankin)
- c. **Presentation and acceptance** of a \$1,500 donation from Avangrid Renewables, for the purchase of smoke detectors. (David Strayer)

## **11. 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 a partial** acceptance of the improvements for the Anthem at Merrill Ranch Subdivision Unit 2 Station 10+40 through Station 16+00, prior to the start of the warranty period, which shall be the date of this approval. (Chris Salas)
- b. **Approval of a partial** acceptance of the improvements for the Anthem at Merrill Ranch Subdivision Unit 15 Station 10+40 through Station 18+40, prior to the start of the warranty period, which shall be the date of this approval. (Chris Salas)
- c. **Approval of a partial** acceptance of the improvements for Anthem at Merrill Ranch Spirit Way IV Station 35+50 through 48+00, prior to the start of the warranty period, which shall be the date of this approval. (Chris Salas)
- d. **Acceptance of the** public improvements for the Anthem at Merrill Ranch Subdivision Unit 16. (Chris Salas)
- e. **Acceptance of the** public improvements for the Anthem at Merrill Ranch Subdivision Unit 36. (Chris Salas)
- f. **Acceptance of the** public improvements of Anthem at Merrill Ranch Spirit Loop IV Arch, as of October 4, 2016, prior to the start of the warranty period. (Chris Salas)
- g. **Authorization to enter** into Intergovernmental Agreement Number 2016-03, regarding reimbursement of overtime and overtime employee-related expenses incurred due to the Florence Police Department's participation in the Pinal County Narcotics Task Force's Arizona Criminal Justice Commission (ACJC) Grant # DC-17-010. (Jennifer Evans)

- h. **Authorization to purchase** one Hydra-Stop Valve Insertion Tool for the Public Works Department, in the amount not to exceed \$62,500, and waive the requirement for formal bids as described in Section 5.6311 in the Purchasing Policy. (Chris Salas)
- i. **Authorization to enter** into a Groundwater Savings Agreement with Pinal County Water Augmentation Authority, the Town of Florence, and Maricopa-Stanfield Irrigation & Drainage District, to create and implement a Groundwater Savings Project. (Brent Billingsley)
- j. **Approval of the Greater** Florence Chamber of Commerce's Special Event Liquor License application to the Arizona Department of Liquor Licenses and Control, for their Softball Tournament, to be held at Heritage Park, on November 19, 2016. (Lisa Garcia)
- k. **Resolution No. 1601-16:** Adoption of a RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING A FACILITIES PROTECTION AGREEMENT BETWEEN THE SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT ("SRP"), AN AGRICULTURAL IMPROVEMENT DISTRICT ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF ARIZONA, AND THE TOWN OF FLORENCE, AN ARIZONA MUNICIPAL CORPORATION, ("TOWN") FOR THE BONNYBROOKE SOLAR PROJECT AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF ALL SUPPORTING DOCUMENTS. (Mark Eckhoff)
- l. **Approval of accepting** the register of demands ending August 31, 2016, in the amount of \$2,088,226.74. (Gabe Garcia)

## 12. NEW BUSINESS

- a. **Discussion/Approval/Disapproval** of the Professional Services Agreement with EPS Group, Inc., for General Civil On-Call Engineering Services, in an amount not to exceed \$500,000.00 (Chris Salas)
- b. **Discussion/Approval/Disapproval** of the Professional Services Agreement with T.Y. Lin International, for General Civil On-Call Engineering Services, in an amount not to exceed \$500,000. (Chris Salas)
- c. **Approval of the Professional** Services Agreement with Wilson and Company, Inc., for General Civil On-Call Engineering Services, in an amount not to exceed \$500,000. (Chris Salas)
- d. **Discussion/Approval/Disapproval** of the Professional Services Agreement with Hazen & Sawyer, for Utility On Call Engineering Services, in an amount not to exceed \$350,000. (Chris Salas)
- e. **Discussion/Approval/Disapproval** of the Professional Services Agreement with Water Works Engineers, LLC, for Utility On Call Engineering Services, in an amount not to exceed \$350,000. (Chris Salas)
- f. **Discussion/Approval/Disapproval** of the Professional Services Agreement with WestLand Resources, Inc., for Utility On Call Engineering Services, in an amount not to exceed \$350,000. (Chris Salas)

### **13. TOWN MANAGER'S REPORT**

### **14. DEPARTMENT REPORTS**

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

### **15. CALL TO THE PUBLIC**

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

### **17. ADJOURN TO EXECUTIVE SESSION**

An Executive Session will be held during the Council Meeting for legal matters pursuant to A.R.S. Section 38-431.03(A)(3) and (A)(4) d for the purpose of discussion and consultation with the Town's attorneys for legal advice and to consider the Town's position and instruct its attorneys in regards to pending litigation in the U.S. District Court for the District of Arizona: (Case No. CV-14-01304-PHX- BSB) Walt Hunter and Jarris A. H. Varnrobinson Von Zombie v. Town of Florence, et al.

### **18. ADJOURN FROM EXECUTIVE SESSION**

### **19. ADJOURNMENT**

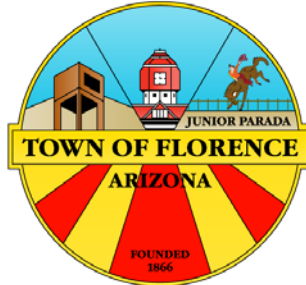
Council may go into Executive Session at any time during the meeting for the purpose of obtaining legal advice from the Town's Attorney(s) on any of the agenda items pursuant to A.R.S. § 38-431.03(A)(3).

POSTED ON SEPTEMBER 30, 2016, BY LISA GARCIA, TOWN CLERK, AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA, AND AT [WWW.FLORENCEAZ.GOV](http://WWW.FLORENCEAZ.GOV).

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

# MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1 SPECIAL MEETING AGENDA

Chairman Tom J. Rankin  
Boardmember Tara Walter  
Boardmember Vallarie Woolridge  
Boardmember Bill Hawkins  
Boardmember Becki Guilin  
Boardmember John Anderson  
Boardmember Karen Wall



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

**Monday, October 3, 2016**

**6:00 PM**

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Pursuant to A.R.S. § 38-431.02, notice is hereby given to the Members of the Merrill Ranch Community Facilities District and to the general public that a Special Meeting of the Merrill Ranch Community Facilities District No 1 Board will be held on Monday, October 3, 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. ROLL CALL:** Rankin \_\_, Walter\_\_, Woolridge\_\_, Hawkins\_\_, Guilin\_\_, Anderson\_\_ , Wall\_\_.

## **2. NEW BUSINESS**

- a. **Discussion/Approval/Disapproval** of the Professional Services Agreement with EPS Group, Inc., for Community Facility District No. 1 engineering services, in an amount not to exceed \$250,000. (Chris Salas)

## **3. ADJOURNMENT**

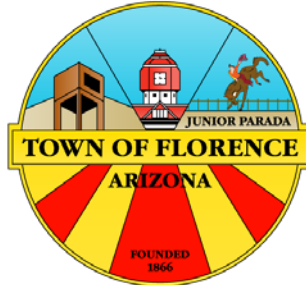
Council may go into Executive Session at any time during the meeting for the purpose of obtaining legal advice from the Town's Attorney(s) on any of the agenda items pursuant to A.R.S. § 38-431.03(A)(3).

POSTED ON SEPTEMBER 29, 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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# MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2 SPECIAL MEETING AGENDA

Chairman Tom J. Rankin  
Boardmember Tara Walter  
Boardmember Vallarie Woolridge  
Boardmember Bill Hawkins  
Boardmember Becki Guilin  
Boardmember John Anderson  
Boardmember Karen Wall



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

**Monday, October 3, 2016**

**6:00 PM**

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Pursuant to A.R.S. § 38-431.02, notice is hereby given to the Members of the Merrill Ranch Community Facilities District and to the general public that a Special Meeting of the Merrill Ranch Community Facilities District No 2 Board will be held on Monday, October 3, 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. ROLL CALL:** Rankin \_\_, Walter\_\_, Woolridge\_\_, Hawkins\_\_, Guilin\_\_, Anderson\_\_ , Wall\_\_.

## **2. NEW BUSINESS**


- a. **Discussion/Approval/Disapproval** of the Professional Services Agreement with EPS Group, Inc., for Community Facility District No. 2 engineering services, in an amount not to exceed \$250,000. (Chris Salas)

## **3. 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 SEPTEMBER 29, 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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	<b>COMMUNITY FACILITIES DISTRICT NO. 1 DISTRICT ACTION FORM</b>	<b><u>AGENDA ITEM</u> 6a.</b>
<b>MEETING DATE:</b> October 3, 2016  <b>DEPARTMENT:</b> Public Works Department  <b>STAFF PRESENTER:</b> Christopher A. Salas, Public Works Director  <b>SUBJECT:</b> Professional Services Agreement with EPS Group, Inc. for Community Facilities District No. 1 Engineering Services.		<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:**

Motion to approve the Professional Services Agreement with EPS Group, Inc., for Merrill Ranch Community Facilities District No. 1 engineering services, in an amount not to exceed \$250,000.

**BACKGROUND/DISCUSSION:**

The Town of Florence’s Policy on the formation of a Community Facilities District (CFD) requires a Community Facilities District Engineer separate from Town Staff. The purpose of this arrangement is to protect both the developer and the Town and ensure the adequately sized infrastructure is installed. Typical duties assigned to the Community Facilities District Engineer are as follows;

- Ensure that all activities related to bidding and construction of the infrastructure improvements are conducted by the Developer in accordance with applicable statutes and Town CFD policies.
- Verify acceptable completion of the eligible infrastructure and acceptance by the Town Engineer.
- Review reimbursement documentation submitted by Developer and verify the cost of the infrastructure that is eligible for CFD financing or reimbursement to the Developer.
- Coordinate with Town’s CFD Team including Manager, Town Engineer, Finance Director, Bond Counsel and Financial Advisor as well as the Developer with respect to bond issuance and other aspects of CFD infrastructure financing.
- Attend Town Council and CFD Board meetings as needed to answer questions and present recommendations for acceptance of and reimbursement for eligible infrastructure.

**FINANCIAL IMPACT:**

The services in a not-to-exceed amount of \$250,000 and is to be funded through the Community Facilities budget, Professional Services line item.

**STAFF RECOMMENDATION:**

Staff recommends approval of the Professional Services Agreement for Community Facilities District Engineering services with EPS Group, Inc., in an amount not to exceed \$250,000.

**ATTACHMENTS:**

Professional Service Agreement with EPS Group, Inc.  
Scope of Work



**MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1  
ON CALL SERVICES CONTRACT**

THIS ON CALL SERVICES CONTRACT (“**Contract**”), is made and entered into as of October 3, 2016 (“**Effective Date**”), and is by and between the Merrill Ranch Community Facilities District No. 1, a district in the State of Arizona ( “**District**”), and EPS Group, Inc. (“**Contractor**”). The District and the Contractor may be referred to in this Contract collectively as the “parties” and each individually as a “party”.

**RECITALS**

**WHEREAS**, the District desires to contract for On Call engineering services as specified in Exhibit “A”, and individual Task Orders issued by the District (“**Scope of Work**” or “**Services**”);

**WHEREAS**, Contractor is duly qualified to perform the requested Services;

**WHEREAS**, Contractor has agreed to perform the Services as set forth in Exhibit “A” and as set forth in individual Task Orders issued by the District attached hereto and incorporated herein;

**WHEREAS**, Contractor agrees that this Contract is entered into by the parties pursuant to the District’s issuance of a Request for Statement of Qualifications: Merrill Ranch Community Facilities District No. 1 Engineering & Professional Services (MRCFD1 CFDE-052516) and all terms and conditions of the Solicitation are incorporated by reference into this Contract.

**NOW THEREFORE**, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

**AGREEMENTS**

**1.0 DESCRIPTION, ACCEPTANCE, DOCUMENTATION, PERFORMANCE**

Contractor shall act under the authority and approval of the Contract Administrator for the District, further named herein, to provide the professional services required by this Contract.

1.1 Service Description. The Contractor shall provide the requested services as set forth in Exhibit “A”, and as set forth in individual Task Orders (collectively the “Services”). This Contract includes this agreement, including any attachments, the RSQ and Solicitation documents, and any Task Orders that may be issued as agreed to by the parties to implement the Services requested by the District. The term Task Order means a specific written agreement between the District and Contractor for work to be performed under this Contract for an individual, mutually agreed upon scope of work, schedule and price. In response to Task Orders that may be mutually agreed upon and issued periodically by District, Contractor shall perform the Services, except as may be specified elsewhere in the Contract, which will be defined and further described as to specific project requirements in each Task Order. Contractor shall perform the Services in a good and workmanlike manner with due diligence and, at a minimum, in conformance with generally accepted industry standards and the standard of care for like professionals in the same geographic area. Contractor shall, except as may be specified elsewhere in the Contract, furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management, and perform all operations

necessary and required for the engineering services which will be defined and further described as to specific project requirements in each Task Order. Unless expressly excluded, in writing, in the Contract, the Services shall include any and all services reasonably contemplated, normally included, and necessary to complete the Services set forth in Exhibit "A" or the Task Order(s). Nothing contained herein shall be construed as requiring District to issue any Task Order, nor requiring Contractor to accept any Task Order, it being the intent that both parties must mutually agree to any specific Services before a Task Order may be issued. The amount paid to Contractor under this Contract, including reimbursable expenses, **shall not exceed \$250,000.**

1.2 Performance. Performance of the Services shall be undertaken only upon the issuance of written Task Orders by the District. Task Orders shall contain: (a) Contract number along with Contractor's name; (b) Task Order number and date; (c) The agreed Services and applicable technical specifications; (d) The agreed period of performance and, if required by District, a work schedule; (e) The place of performance; (f) The agreed total price for the Services to be performed; (g) Submittal requirements; (h) District's authorized representative who will accept the completed Services; (i) Signatures by the parties hereto signifying agreement with the specific terms of the Task Order; and (j) Any other information as may be necessary to perform and accept the Services. All Services under the Contract shall be performed in a skillful and workmanlike manner. The Contractor shall be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State and municipal laws, codes, and regulations applicable to the performance of the Services. Contractor shall promptly provide, at no additional cost to the District, any and all corrections, modifications, additional documents, or other items that may be necessary to correct any errors and/or omissions in the documents, designs, specifications, and/or drawings provided by Contractor. Contractor shall be responsible for coordinating the Services with the District's Public Works Director and other departments or agencies within the District, other engineering professionals and other contractors involved in any project under a Task Order. Contractor shall also cooperate with the District in communicating with, obtaining necessary approvals or permits from, and responding to, any applicable government entity or regulatory agency, including participation in any hearings or meetings. Task Orders may be amended by District in the same manner as they are issued.

### 1.3 Acceptance, Documentation.

1.3.1 Each deliverable shall be reviewed and approved by the District Manager, or his designee, to determine acceptable completion. Final Completion of the Services shall be deemed to have occurred on the later of the dates that the work passes a final completion inspection and acceptance by the District Manager. Final Completion shall not be deemed to have occurred and no final payment shall be due the Contractor or any of its subcontractors or suppliers until the work has passed the Final Completion inspection and acceptance and all required Final Completion close-out documentation items has been produced to the District Manager by the Contractor.

1.3.2 The District shall provide all necessary information to the Contractor for timely completion of the tasks specified in Item 1.1 above.

1.3.3 All documents, including but not limited to, data compilations, studies, and/or reports, which are prepared in the performance of this Contract are to be and remain the property of the District and are to be delivered to the District Manager before final payment is made to the Contractor.

## **2.0 FEES, CATEGORIES OF SERVICE, PAYMENTS AND LICENSE**

2.1 Fees. Contractor will be paid within thirty (30) days of the receipt of an itemized invoice. Monthly payment may be made to Contractor on the basis of a progress report prepared and submitted to the District Manager by Contractor for the Services completed through the last day of the proceeding calendar month and for the production of the deliverables as described in Exhibit "A", and the individual Task Order approved by the District. If a dispute over payment arises, and during all claims resolution proceedings, including mediation and arbitration, Contractor shall continue to render the Services in a timely manner. Payment by the District does not constitute acceptance by the District of the Services or Contractor's performance, nor does payment constitute a waiver of any rights or claims by the District.

2.2 Categories of Services. Services means in response to Task Orders, including Exhibit "A", that may be mutually agreed upon and issued periodically by the District. Contractor shall furnish all necessary work which will be defined and further described as to specific project requirements in each Task Order.

2.3 Payment Approval. Amounts set forth in Sections 1.1, 2.1, Exhibit "A" and individual Task Orders approved by the District represent the entire amounts payable under this Contract and shall be paid upon the submission of monthly invoices to and approved by the District. As a necessary precondition to any payment under the Contract, the District may require Contractor to provide such certifications, lien waivers, and proofs of performance, costs and/or percentage of completion as may be reasonably required by the District to ensure that payment is then due and owing pursuant to the payment terms set forth in this Contract.

2.4 Business License. Contractor will purchase and maintain a business license with the Town of Florence.

## **3.0 TERM, SCHEDULE AND TERMINATION**

3.1 Project Schedule. The Contractor shall perform the Scope of Work in accordance with the schedule(s) attached in Exhibit "A", and any individual Task Order approved by the District.

### 3.2 Termination

3.2.1 Termination for Cause: District may also terminate this Contract with seven (7) calendar days' prior written notice for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any industry standards and customary practices terms and conditions of this Contract. Unsatisfactory performance as judged by industry standards and customary practices, and failure to provide District, upon request, with adequate assurances of future performance shall all be causes allowing District to terminate this Contract for cause. In the event of termination for cause, District shall not be liable to Contractor for any amount, and Contractor shall be liable to District for any and all damages sustained by reason of the default which gave rise to the termination.

3.2.2 Termination for Convenience. District may terminate performance of the Services under this Contract, in whole or, from time to time, in part, if District determines termination is in District's interest. District shall effect such termination by delivering to Contractor a Notice of Termination specifying the extent of termination and the effective date. After receipt of a Notice of Termination, and except as directed by the District, Contractor shall

immediately proceed to stop work as specified in the notice and place no further subcontracts or orders. In the event the District terminates this Contract pursuant to this Section 3.2.2, then in that event the District agrees to pay for the Services performed prior to the date of termination. District may terminate this Contract, or any part thereof for its sole convenience, at any time without penalty or recourse.

3.2.3 Termination for Violation of Law. In the event Contractor is in violation of any Federal, State, County or District law, regulation or ordinance, the District may terminate this Contract immediately upon giving notice to the Contractor.

3.3 District's Right to Terminate. The rights and remedies of the District in this Section 3 are in addition to any other rights and remedies provided by law or under this Contract.

3.4 Contract Term. The term of this Contract shall commence on the Effective Date and shall continue for a period of two (2) years thereafter in accordance with the terms and conditions of this Contract. By mutual written contract amendment, the Contract may be extended for an additional period of up to one (1) year. Task Orders may be issued at any time during the term of this Contract. This Contract shall remain in full force and effect during the performance of any Task Order.

#### **4.0 GENERAL TERMS**

4.1 Entire Contract. This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the Services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives of each party.

4.2 Arizona Law. This Contract shall be governed by and construed in accordance with the substantive laws of the State of Arizona, without reference to choice of law or conflicts of laws principles thereof. Any action brought to interpret, enforce or construe any provision of this Contract shall be commenced and maintained in the Superior Court of the State of Arizona in and for the 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 parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this paragraph.

4.3 Modifications. Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

4.4 Assignment. Services covered by this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the District Treasurer and Contract Administrator. The District acknowledges the sub-consultant(s) listed in Exhibit "A" and consents to the use of that sub-consultant.

4.5 Successors and Assigns. This Contract shall extend to and be binding upon Contractor, its successors and assigns, including any individual, company, partnership or other entity with or into which Contractor shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Contractor shall sell its assets.

4.6 Contract Administrator. The Contract Administrator for the District shall be the District Manager, or designee. The Contract Administrator shall oversee the execution of this Contract, assist the Contractor in accessing the organization, audit billings, and approve payments. The Contractor shall channel reports and special requests through the Contract Administrator.

4.7 Records and Audit Rights.

4.7.1 Contractor's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the District to substantiate charges and claims related to this Contract shall be open to inspection and subject to audit and/or reproduction by District's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the Services, and any invoices, change orders, payments or claims submitted by the Contractor or any of his payees pursuant to the execution of the Contract. The District's authorized representative shall be afforded access, at reasonable times and places, to all of the Contractor's records and personnel pursuant to the provisions of this section throughout the term of this Contract and for a period of three years after last or final payment.

4.7.2 Contractor shall require all subcontractors, insurance agents, and material suppliers to comply with the provisions of this section by insertion of the requirements hereof in a written contract between Contractor and such subcontractors, insurance agents, and material suppliers.

4.7.3 If an audit in accordance with this section, discloses overcharges, of any nature, by the Contractor to the District in excess of one percent (1%) of the monthly billings, the actual cost of the District's audit shall be reimbursed to the District by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time, not to exceed thirty (30) days from presentation of District's findings to Contractor.

4.8 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses (including, but not limited to, attorney's fees, court costs, the costs of expert witnesses, transportation, lodging and meal costs of the parties and witnesses, cost of transcript preparation, and other reasonable and necessary direct and incidental costs of such dispute, and the cost of appellate proceedings), determined by the arbitrator or court sitting without a jury, which fees shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

4.9 Ineligible Bidder. The preparer of specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or Contractor on the solicitation for which they prepared the specification.

4.10 Independent Contractor.

4.10.1 The Services Contractor provides under the terms of this Contract to the District are that of an Independent Contractor, not an employee, or agent of the District. The

District will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

4.10.2 District shall not withhold income tax as a deduction from contractual payments. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

4.11 Conflict of Interest. The District may cancel any Contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the District's departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when written notice from the District is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. § 38-511).

4.12 Compliance with Federal and State Laws.

4.12.1 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.

4.12.2 Under the provisions of A. R. S. § 41-4401, Contractor hereby warrants to the District 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**").

4.12.3 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 District.

4.12.4 The District 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 District in regard to any such inspections.

4.12.5 The District 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 District in regard to any random verifications performed.

4.12.6 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.

4.12.7 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.

4.12.8 The provisions of this Section 4.12 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.

4.13 Notices. All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of Contractor:     EPS Group, Inc.  
  125 S. Avondale Blvd. Ste. 115  
  Avondale AZ 85323  
  Attn: Woodrow Scoutten, PE

In the case of District:       Merrill Ranch Community Facilities District No. 1  
  775 N, Main Street  
  PO Box 2670  
  Florence, AZ 85132  
  Attn: District Manager

Notices shall be deemed received on date delivered, if delivered by hand, or on the delivery date indicated on receipt if delivered by certified or registered mail.

4.14 Compliance. Contractor shall, without additional expense to the District, be responsible for obtaining any necessary business licenses for complying with any applicable Federal, State, County and District laws, codes and regulations in connection with the execution of the Services and this Contract. The responsible party for identifying, applying for, and obtaining permits, including payment of permit fees, required for construction of any work designed by the Contractor will be defined by the individual Task Orders executed under this Contract.

4.15 Taxes. Contractor shall be solely responsible for any and all tax obligations which may result out of the Contractor’s performance of this Contract. The District shall have no obligation to pay any amounts for taxes, of any type, incurred by the Contractor.

4.16 Advertising. No advertising or publicity concerning the District using the Contractor’s services shall be undertaken without prior written approval of such advertising or publicity by the Contract Administrator. Written approval is required until such time as the project is complete or any adjudication of claims relating to the Services provided herein is complete, whichever occurs later.

4.17 Counterparts. This Contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original, but all of which together shall constitute one and the same instrument, binding on the parties. The parties agree that this Contract may be transmitted between them via facsimile or so called “PDF” signature. The parties intend that faxed or “PDF”

signatures constitute original signatures and that a fully collated agreement containing the signatures (original, faxed or PDF) of the parties is binding upon the parties.

4.18 Captions. The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

4.19 Subcontractors. During the performance of the Contract, the Contractor may engage such additional subcontractors as may be required for the timely completion of this Contract. The addition of any Subcontractors shall be subject to the prior approval of the District. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Contractor. The District acknowledges the sub-consultant(s) listed in Exhibit "A" and consents to the use of that sub-consultant.

4.20 Indemnification.

4.20.1 To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall indemnify, defend, hold harmless the Merrill Ranch Community Facilities District No. 1, its Chairman and board members and its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to damages for personal injury or personal property damage, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expenses, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work or services in the performance of this Contract, including but not limited to, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and subcontractor's employees.

4.20.2 Insurance provisions set forth in this Contract are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this section shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

4.21 Changes in the Services.

4.21.1 The District may at any time, as the need arises, order changes within the Scope of the Work without invalidating the Contract. If such changes increase or decrease the amount due under the Contract documents, or in the time required for performance of the Services, an equitable adjustment shall be authorized by written Change Order.

4.21.2 The District will execute a formal Change Order based on detailed written quotations from the Contractor for work related changes and/or a time of completion variance. All Change Orders are subject to the prior written approval by the District.

4.21.3 Contract Change Orders are subject to the Rules and Procedures within the District's Procurement Code.



4.22 Alternative Dispute Resolution. If a dispute arises between the parties relating to this Contract, the parties agree to use the following procedure prior to either party pursuing other available remedies:

4.22.1 A meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

4.22.2 If, within 30 days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will jointly appoint a mutually acceptable neutral person not affiliated with either of the parties (the “neutral”), seeking assistance in such regard if they have been unable to agree upon such appointment within 40 days from the initial meeting. The fees of the neutral shall be shared equally by the parties.

4.22.3 In consultation with the neutral, the parties will select or devise an alternative dispute resolution procedure (“ADR”) by which they will attempt to resolve the dispute, and a time and place for the ADR to be held, with the neutral making the decision as to the procedure, and/or place and time (but unless circumstances require otherwise, not later than 60 days after selection of the neutral) if the parties have been unable to agree on any of such matters within 20 days after initial consultation with the neutral.

4.22.4. The parties agree to participate in good faith in the ADR to its conclusion as designated by the neutral. If the parties are not successful in resolving the dispute through the ADR, then the parties may agree to submit the matter to arbitration or a private adjudicator, or either party may seek an adjudicated resolution through the appropriate court.

4.23 District Provided Information and Services. The District shall furnish the Contractor available studies, reports and other data pertinent to the Contractor's services; obtain or authorize the Contractor to obtain or provide additional reports and data as required; furnish to the Contractor services of others required for the performance of the Contractor's Services hereunder, and the Contractor shall be entitled to use and rely upon all such information and services provided by the District or others in performing the Contractor's Services under this Agreement.

4.24 Estimates and Projections. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, the Contractor has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the Contractor makes no warranty that the District's actual project costs, financial aspects, economic feasibility, or schedules will not vary from the Contractor's opinions, analyses, projections, or estimates.

4.25 Access. The District shall arrange for access to and make all provisions for the Contractor to enter upon public and private property as required for the Contractor to perform Services hereunder.

4.26 Third Parties. The services to be performed by the Contractor are intended solely for the benefit of the District. No person or entity not a signatory to this Agreement shall be entitled to rely on the Contractor's performance of its Services hereunder, and no right to assert

a claim against the Contractor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Contract or the performance of the Contractor's Services hereunder.

4.27 Time. Time is of the essence of the Contract. If a schedule is set forth in the Contract or any exhibits or Task Orders thereto, Contractor shall strictly comply with said schedule and failure to do so shall be a material breach of the Contract. Contractor shall promptly respond (and in no event more than ten (10) calendar days after receiving the request) to any requests for approvals, information, or clarification within sufficient time to allow the District to timely respond to the Contractor or other parties involved in the Services, and so as to not delay the Services.

4.28 Cooperative Use of Contract. In addition to the District of Florence, and with the approval of the Contractor, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity. Payment for purchases made under this Contract will be the sole responsibility of each eligible political subdivision. The District shall not be responsible for any disputes arising out of transactions made by others.

4.29 Quality/Special Features. Contractor is responsible, to the extent necessary to perform the Services, at no additional charge to the District, to fully familiarize itself with the special and/or unique qualities and/or requirements of the Services and the District. The District's determination as to the level of quality required and on all aesthetic issues shall be final and binding.

4.30 Use of Documents. Upon execution of the Contract, the Contractor and all engineering professionals and sub-consultants working under or for Contractor, hereby grant to the District an irrevocable, exclusive, royalty-free perpetual license to reproduce and use any and all data, documents (including electronic documents and files), designs, drawings and specifications prepared or furnished by Contractor pursuant to this Contract (the "Instruments of Service"), for the purposes of construction and completing any Services, including for the use, sales, marketing, repair, maintenance, modification, expansion, remodeling and/or further development of the Services or any portion thereof (including making derivative works from Contractor's Instruments of Service), or for construction of the same type of Services at other locations, by the District, and others retained by the District for such purposes. This license shall extend to those parties retained by the District for such purposes, including other engineering professionals. The license granted hereunder shall include all things included in the definition of "Architectural Works" as used in the U.S. Architectural Works Copyright Protection Act, as amended from time to time. The Contractor shall obtain, in writing, similar non-exclusive licenses from its engineering professionals, and sub-consultants. The license granted hereunder shall survive any termination of the Contract and the completion of Services. Upon completion of the Services and/or termination of the Contract for any reason, Contractor shall deliver to the District full-sized and usable copies (including any and all CAD and/or computer files) of all data documents, designs, drawings and specifications generated by Contractor, including those generated by any suppliers, subcontractors or sub-consultants. The District shall retain all rights and ownership of all documents, designs, drawings, specifications, and/or styles provided to Contractor by the District in relation to the Contract and the Services, and Contractor shall not utilize any such material in relation to any other work or project.

4.31 Funding. Any contract entered into by the District, including this Contract and any Task Orders, is subject to funding availability. The fiscal years for the District are July 1 to June 30<sup>th</sup>. The District's Board approves all budget requests. If a specific funding request is not approved, the contract, including this Contract and any Task Orders, shall be terminated automatically.

4.32 Construction. The terms and provisions of this Contract 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 Contract shall be interpreted and construed in accordance with their usual and customary meanings, and 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 Contract that ambiguous or conflicting terms or provisions contained in this Contract shall be interpreted or construed against the party whose attorney prepared the executed Contract or earlier draft of the same.

4.33 Survival. All representations and indemnifications by Contractor shall survive the completion, expiration or termination of this Contract.

4.34 Completeness and Accuracy. The Contractor shall be responsible for and shall and hereby does warrant the completeness, accuracy and quality of all Services done pursuant to the Contract including, but not limited to, the work product, reports, survey work, plans, supporting data and special provisions prepared or compiled pursuant to Contractor's obligations under this Contract and any Task Order and shall correct at Contractor's expense all errors or omissions which may be discovered therein. District's acceptance or approval of the Contractor's Services shall in no way relieve Contractor of any of Contractor's responsibilities hereunder.

4.35 Incorporation by Reference. All exhibits and Task Orders are fully incorporated herein as though set forth at length herein.

4.36 Project Communications/Contract Administrator. The District's District Manager shall be the Contract Administrator designated by the District. All communications concerning the performance of the Services shall be provided to the designated Contract Administrator. Communications may be exchanged by e-mail upon the written agreement of the Contract Administrator, but e-mail communications are not binding upon the District and cannot change the terms of the Contract or the scope of Services, or effectuate any change that requires a written change order. The use of e-mails is for information only, and e-mails shall have no legal or binding effect.

## **5.0 INSURANCE**

5.1. General. Contractor agrees to comply with all District ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to District. Failure to maintain insurance as specified may result in termination of this Contract at District's option. The Contractor is primarily responsible for the risk management of its Services under

this Contract, including but not limited to obtaining and maintaining the required insurance and establishing and maintaining a reasonable risk control and safety program. District reserves the right to amend the insurance requirements herein at any time during the Contract. The Contractor shall require any and all subcontractors to maintain insurance as required herein naming the Merrill Ranch Community Facilities District No. 1 and Contractor as "Additional Insured" on all insurance policies, except Worker's Compensation and Errors & Omissions Liability, and this shall be reflected on the Certificate of Insurance and Endorsements. The Contractor's insurance coverage shall be primary insurance with respect to all available sources. Coverage provided by the Contractor shall not be limited to the liability assumed under the Indemnification provision of this Contract. To the extent permitted by law, Contractor waives all rights of subrogation or similar rights against Merrill Ranch Community Facilities District No. 1, its representatives, agents, and employees. All insurance policies, except Workers' Compensation and Errors & Omissions Liability, required by this Contract, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of performance of this Contract, Merrill Ranch Community Facilities District No. 1, its Chairman and Board members, agents, representatives, officers, directors, officials and employees as Additional Insureds and shall specify that any insurance coverage carried or self-insurance by the District, any department or employee shall be excess coverage and not contributory insurance to that provided by Contractor. The District reserves the right to continue payment of premium for which reimbursements shall be deducted from amounts due or subsequently due the Contractor. The District reserves the right to require complete copies of all insurance policies and endorsements required by this Contract at any time. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of the Contract.

5.2 No Representation of Coverage Adequacy. By requiring insurance herein, the District does not represent that coverage and limits will be adequate to protect Contractor. Merrill Ranch Community Facilities District No. 1 reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract, but District has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

5.3 Coverage Term. All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Contract is satisfactorily performed, completed and formally accepted by the Merrill Ranch Community Facilities District No. 1, unless specified otherwise in this Contract.

5.4 Policy Deductibles and or Self Insured Retentions. The policies set forth in these requirements may provide coverage which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to Merrill Ranch Community Facilities District No. 1. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

5.5 Use of Subcontractors. If any of the Services under this Contract is subcontracted in any way, Contractor shall execute written agreement with subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting Merrill Ranch Community Facilities District No. 1 and Contractor. Contractor shall be responsible for executing the agreement with subcontractor and obtaining Certificates of Insurance and Endorsements verifying the insurance requirements.

5.6 Evidence of Insurance. Prior to commencing any Services under this Contract, Contractor shall furnish Merrill Ranch Community Facilities District No. 1 with Certificate(s) of Insurance, or formal Endorsements as required by this Contract, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage and that such coverage and provisions are in full force and effect.

5.7 Required Coverage.

5.7.1 Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations and Contractual Liability Annual Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance limited to, separation of insureds clause. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader to coverage scope than underlying.

5.7.2 Worker's Compensation Insurance. Contractor shall maintain Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the Services under this Contract and shall also maintain 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.

5.7.3 Commercial Auto Coverage. Auto Liability limits of not less than \$1,000,000 each accident, combined Bodily Injury and Property Damage Liability insurance. Certificate to reflect coverage for "Any Auto" or "All Owned, Scheduled, Hired and Non-Owned".

5.7.4 Errors & Omissions Liability Contractor shall maintain Professional Liability Engineering and Consulting insurance covering acts, errors, mistakes, omissions and other acts arising out of Services performed by Contractor, its employees, sub-consultants and agents. Coverage Amount: \$1,000,000 per occurrence/aggregate, unless higher coverage limits are required under the Solicitation documents, or any Task Orders, in which case such higher limits shall apply.

**6.0 SEVERABILITY**

6.1 Severability. If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

IN WITNESS WHEREOF, the Merrill Ranch Community Facilities District No. 1 by its Chairman, Tom J. Rankin, has hereunto subscribed his name this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Merrill Ranch Community Facilities District No. 1

By: \_\_\_\_\_  
Tom J. Rankin, Chairman

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

Name: \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_  
Lisa Garcia, District Clerk

Approved as Form:

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

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

By: W. C. Scutt

Name: WOODROW C. SCUTTEN

Its: DEPT. MANAGER

**Exhibit "A"**  
**Scope of Work/Services**


**PROPOSED SCOPE OF WORK for Community Facilities District (CFD) On-Call engineering services:**

The consultant will perform Community Facilities District (CFD) engineering services, including but not limited to, the following:

1. Coordinate with Town staff to obtain all necessary information needed to provide the services requested, such as assessor's files, copies of plats, boundary maps, assessments, bond sales and budget information. The Town will provide available information, such as maps, easements, right-of-ways, HOA information, street inventory, acceptance information, GIS data, etc. Maintain Arizona Registration as a Professional Engineer and stamp final plans, plats, reports and related documents upon approvals.
2. Examine phasing boundaries within the CFD, conduct analysis of benefit and proportionality, and apply appropriate methodology in conformance with state law and trends in recent court case rulings. The firm will propose, if appropriate, reconfiguration of any phasing or project boundaries. In undertaking this analysis, past CFD Engineer's Reports should be examined.
3. Prepare and submit to the District Clerk all aspects of the annual Engineer's Report, up to and including, the Final Report. The report must satisfy all legal requirements.
4. Provide all documents in digital format for posting on the Town's website, if necessary and take all steps necessary to ensure compliance with all requirements.
5. Attend up to two (2) Town Council meetings annually related to the CFD. Follow up and assist with administrative corrections to reports and/or tax roll. Attend meetings with Town staff, as requested by the Town.
6. Review facilities, engineer's estimates, invoices, plan sets, etc. within the CFD as necessary to assist District Staff with engineering analysis and recommendations.
7. Review properties that are eligible but are not currently included in any CFD, and provide recommendations as to how to best structure the current District so that these areas can be incorporated into the District in the future.
8. CFD engineer shall review and make recommendations for applications for changes in ownership of major landowners in districts; review, analyze and make recommendations related to developer requests for reimbursement; assist in reviews associated with development agreements and modifications to land use plans.

9. The consultant should review any proposals to increase or decrease assessment amounts, if appropriate, and make any and all necessary recommendations to the Town. The consultant will advise on the required tasks regarding assessments and provide assistance with the process.
10. Assist the Town in addressing property owners with questions concerning Special Districts, assessments, and other related CFD issues.



	<b>COMMUNITY FACILITIES DISTRICT NO. 2 DISTRICT ACTION FORM</b>	<b><u>AGENDA ITEM</u> 8a.</b>
<b>MEETING DATE:</b> October 3, 2016  <b>DEPARTMENT:</b> Public Works Department  <b>STAFF PRESENTER:</b> Christopher A. Salas, Public Works Director  <b>SUBJECT:</b> Professional Services Agreement with EPS Group, Inc. for Community Facilities District No. 2 Engineering Services.		<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:**

Motion to approve the Professional Services Agreement with EPS Group, Inc., for Merrill Ranch Community Facilities District No. 2 engineering services, in an amount not to exceed \$250,000.

**BACKGROUND/DISCUSSION:**

The Town of Florence’s Policy on the formation of a Community Facilities District (CFD) requires a Community Facilities District Engineer separate from Town Staff. The purpose of this arrangement is to protect both the developer and the Town and ensure the adequately sized infrastructure is installed. Typical duties assigned to the Community Facilities District Engineer are as follows;

- Ensure that all activities related to bidding and construction of the infrastructure improvements are conducted by the Developer in accordance with applicable statutes and Town CFD policies.
- Verify acceptable completion of the eligible infrastructure and acceptance by the Town Engineer.
- Review reimbursement documentation submitted by Developer and verify the cost of the infrastructure that is eligible for CFD financing or reimbursement to the Developer.
- Coordinate with Town’s CFD Team including Manager, Town Engineer, Finance Director, Bond Counsel and Financial Advisor as well as the Developer with respect to bond issuance and other aspects of CFD infrastructure financing.
- Attend Town Council and CFD Board meetings as needed to answer questions and present recommendations for acceptance of and reimbursement for eligible infrastructure.

**FINANCIAL IMPACT:**

The services in a not-to-exceed amount of \$250,000 and is to be funded through the Community Facilities budget, Professional Services line item.

**STAFF RECOMMENDATION:**

Staff recommends approval of the Professional Services Agreement for Community Facilities District Engineering services with EPS Group, Inc., in an amount not to exceed \$250,000.

**ATTACHMENTS:**

Professional Service Agreement with EPS Group, Inc.  
Scope of Work

**MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2  
ON CALL SERVICES CONTRACT**

THIS ON CALL SERVICES CONTRACT ("**Contract**"), is made and entered into as of October 3, 2016 ("Effective Date"), and is by and between the Merrill Ranch Community Facilities District No. 2 a district in the State of Arizona ( "**District**"), and EPS Group, Inc. ("**Contractor**"). The District and the Contractor may be referred to in this Contract collectively as the "parties" and each individually as a "party".

**RECITALS**

**WHEREAS**, the District desires to contract for On Call engineering services as specified in Exhibit "A", and individual Task Orders issued by the District ("**Scope of Work**" or "**Services**");

**WHEREAS**, Contractor is duly qualified to perform the requested Services;

**WHEREAS**, Contractor has agreed to perform the Services as set forth in Exhibit "A" and as set forth in individual Task Orders issued by the District attached hereto and incorporated herein;

**WHEREAS**, Contractor agrees that this Contract is entered into by the parties pursuant to the District's issuance of a Request for Statement of Qualifications: Merrill Ranch Community Facilities District No. 2 Engineering & Professional Services (MR#2 CFDE-052516) and subsequent award by the District (collectively the "Solicitation") and all terms and conditions of the Solicitation are incorporated by reference into this Contract.

**NOW THEREFORE**, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

**AGREEMENTS**

**1.0 DESCRIPTION, ACCEPTANCE, DOCUMENTATION, PERFORMANCE**

Contractor shall act under the authority and approval of the Contract Administrator for the District, further named herein, to provide the professional services required by this Contract.

1.1 Service Description. The Contractor shall provide the requested services as set forth in Exhibit "A", and as set forth in individual Task Orders (collectively the "Services"). This Contract includes this agreement, including any attachments, the RSQ and Solicitation documents, and any Task Orders that may be issued as agreed to by the parties to implement the Services requested by the District. The term Task Order means a specific written agreement between the District and Contractor for work to be performed under this Contract for an individual, mutually agreed upon scope of work, schedule and price. In response to Task Orders that may be mutually agreed upon and issued periodically by District, Contractor shall perform the Services, except as may be specified elsewhere in the Contract, which will be defined and further described as to specific project requirements in each Task Order. Contractor shall perform the Services in a good and workmanlike manner with due diligence and, at a minimum, in conformance with generally accepted industry standards and the standard of care for like professionals in the same geographic area. Contractor shall, except as may be specified elsewhere in the Contract, furnish all necessary labor, materials, tools,

supplies, equipment, transportation, supervision, management, and perform all operations necessary and required for the engineering services which will be defined and further described as to specific project requirements in each Task Order. Unless expressly excluded, in writing, in the Contract, the Services shall include any and all services reasonably contemplated, normally included, and necessary to complete the Services set forth in Exhibit "A" or the Task Order(s). Nothing contained herein shall be construed as requiring District to issue any Task Order, nor requiring Contractor to accept any Task Order, it being the intent that both parties must mutually agree to any specific Services before a Task Order may be issued. The amount paid to Contractor under this Contract, including reimbursable expenses, **shall not exceed \$250,000.**

1.2 Performance. Performance of the Services shall be undertaken only upon the issuance of written Task Orders by the District. Task Orders shall contain: (a) Contract number along with Contractor's name; (b) Task Order number and date; (c) The agreed Services and applicable technical specifications; (d) The agreed period of performance and, if required by District, a work schedule; (e) The place of performance; (f) The agreed total price for the Services to be performed; (g) Submittal requirements; (h) District's authorized representative who will accept the completed Services; (i) Signatures by the parties hereto signifying agreement with the specific terms of the Task Order; and (j) Any other information as may be necessary to perform and accept the Services. All Services under the Contract shall be performed in a skillful and workmanlike manner. The Contractor shall be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State and municipal laws, codes, and regulations applicable to the performance of the Services. Contractor shall promptly provide, at no additional cost to the District, any and all corrections, modifications, additional documents, or other items that may be necessary to correct any errors and/or omissions in the documents, designs, specifications, and/or drawings provided by Contractor. Contractor shall be responsible for coordinating the Services with the District's Public Works Director and other departments or agencies within the District, other engineering professionals and other contractors involved in any project under a Task Order. Contractor shall also cooperate with the District in communicating with, obtaining necessary approvals or permits from, and responding to, any applicable government entity or regulatory agency, including participation in any hearings or meetings. Task Orders may be amended by District in the same manner as they are issued.

### 1.3 Acceptance, Documentation.

1.3.1 Each deliverable shall be reviewed and approved by the District Manager, or his designee, to determine acceptable completion. Final Completion of the Services shall be deemed to have occurred on the later of the dates that the work passes a final completion inspection and acceptance by the District Manager. Final Completion shall not be deemed to have occurred and no final payment shall be due the Contractor or any of its subcontractors or suppliers until the work has passed the Final Completion inspection and acceptance and all required Final Completion close-out documentation items has been produced to the District Manager by the Contractor.

1.3.2 The District shall provide all necessary information to the Contractor for timely completion of the tasks specified in Item 1.1 above.

1.3.3 All documents, including but not limited to, data compilations, studies, and/or reports, which are prepared in the performance of this Contract are to be and remain the property of the District and are to be delivered to the District Manager before final payment is made to the Contractor.

## **2.0 FEES, CATEGORIES OF SERVICE, PAYMENTS AND LICENSE**

2.1 Fees. Contractor will be paid within thirty (30) days of the receipt of an itemized invoice. Monthly payment may be made to Contractor on the basis of a progress report prepared and submitted to the District Manager by Contractor for the Services completed through the last day of the proceeding calendar month and for the production of the deliverables as described in Exhibit "A", and the individual Task Order approved by the District. If a dispute over payment arises, and during all claims resolution proceedings, including mediation and arbitration, Contractor shall continue to render the Services in a timely manner. Payment by the District does not constitute acceptance by the District of the Services or Contractor's performance, nor does payment constitute a waiver of any rights or claims by the District.

2.2 Categories of Services. Services means in response to Task Orders, including Exhibit "A", that may be mutually agreed upon and issued periodically by the District. Contractor shall furnish all necessary work which will be defined and further described as to specific project requirements in each Task Order.

2.3 Payment Approval. Amounts set forth in Sections 1.1, 2.1, Exhibit "A" and individual Task Orders approved by the District represent the entire amounts payable under this Contract and shall be paid upon the submission of monthly invoices to and approved by the District. As a necessary precondition to any payment under the Contract, the District may require Contractor to provide such certifications, lien waivers, and proofs of performance, costs and/or percentage of completion as may be reasonably required by the District to ensure that payment is then due and owing pursuant to the payment terms set forth in this Contract.

2.4 Business License. Contractor will purchase and maintain a business license with the Town of Florence.

## **3.0 TERM, SCHEDULE AND TERMINATION**

3.1 Project Schedule. The Contractor shall perform the Scope of Work in accordance with the schedule(s) attached in Exhibit "A", and any individual Task Order approved by the District.

### **3.2 Termination**

3.2.1 Termination for Cause: District may also terminate this Contract with seven (7) calendar days' prior written notice for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any industry standards and customary practices terms and conditions of this Contract. Unsatisfactory performance as judged by industry standards and customary practices, and failure to provide District, upon request, with adequate assurances of future performance shall all be causes allowing District to terminate this Contract for cause. In the event of termination for cause, District shall not be liable to Contractor for any amount, and Contractor shall be liable to District for any and all damages sustained by reason of the default which gave rise to the termination.

3.2.2 Termination for Convenience. District may terminate performance of the Services under this Contract, in whole or, from time to time, in part, if District determines termination is in District's interest. District shall effect such termination by delivering to Contractor a Notice of Termination specifying the extent of termination and the effective date. After receipt of a Notice of Termination, and except as directed by the District, Contractor shall

immediately proceed to stop work as specified in the notice and place no further subcontracts or orders. In the event the District terminates this Contract pursuant to this Section 3.2.2, then in that event the District agrees to pay for the Services performed prior to the date of termination. District may terminate this Contract, or any part thereof for its sole convenience, at any time without penalty or recourse.

3.2.3 Termination for Violation of Law. In the event Contractor is in violation of any Federal, State, County or District law, regulation or ordinance, the District may terminate this Contract immediately upon giving notice to the Contractor.

3.3 District's Right to Terminate. The rights and remedies of the District in this Section 3 are in addition to any other rights and remedies provided by law or under this Contract.

3.4 Contract Term. The term of this Contract shall commence on the Effective Date and shall continue for a period of two (2) years thereafter in accordance with the terms and conditions of this Contract. By mutual written contract amendment, the Contract may be extended for an additional period of up to one (1) year. Task Orders may be issued at any time during the term of this Contract. This Contract shall remain in full force and effect during the performance of any Task Order.

#### **4.0 GENERAL TERMS**

4.1 Entire Contract. This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the Services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives of each party.

4.2 Arizona Law. This Contract shall be governed by and construed in accordance with the substantive laws of the State of Arizona, without reference to choice of law or conflicts of laws principles thereof. Any action brought to interpret, enforce or construe any provision of this Contract shall be commenced and maintained in the Superior Court of the State of Arizona in and for the 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 parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this paragraph.

4.3 Modifications. Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

4.4 Assignment. Services covered by this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the District Treasurer and Contract Administrator. The District acknowledges the sub-consultant(s) listed in Exhibit "A" and consents to the use of that sub-consultant.

4.5 Successors and Assigns. This Contract shall extend to and be binding upon Contractor, its successors and assigns, including any individual, company, partnership or other entity with or into which Contractor shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Contractor shall sell its assets.

4.6 Contract Administrator. The Contract Administrator for the District shall be the District Manager, or designee. The Contract Administrator shall oversee the execution of this Contract, assist the Contractor in accessing the organization, audit billings, and approve payments. The Contractor shall channel reports and special requests through the Contract Administrator.

4.7 Records and Audit Rights.

4.7.1 Contractor's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the District to substantiate charges and claims related to this Contract shall be open to inspection and subject to audit and/or reproduction by District's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the Services, and any invoices, change orders, payments or claims submitted by the Contractor or any of his payees pursuant to the execution of the Contract. The District's authorized representative shall be afforded access, at reasonable times and places, to all of the Contractor's records and personnel pursuant to the provisions of this section throughout the term of this Contract and for a period of three years after last or final payment.

4.7.2 Contractor shall require all subcontractors, insurance agents, and material suppliers to comply with the provisions of this section by insertion of the requirements hereof in a written contract between Contractor and such subcontractors, insurance agents, and material suppliers.

4.7.3 If an audit in accordance with this section, discloses overcharges, of any nature, by the Contractor to the District in excess of one percent (1%) of the monthly billings, the actual cost of the District's audit shall be reimbursed to the District by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time, not to exceed thirty (30) days from presentation of District's findings to Contractor.

4.8 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses (including, but not limited to, attorney's fees, court costs, the costs of expert witnesses, transportation, lodging and meal costs of the parties and witnesses, cost of transcript preparation, and other reasonable and necessary direct and incidental costs of such dispute, and the cost of appellate proceedings), determined by the arbitrator or court sitting without a jury, which fees shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

4.9 Ineligible Bidder. The preparer of specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or Contractor on the solicitation for which they prepared the specification.

4.10 Independent Contractor.

4.10.1 The Services Contractor provides under the terms of this Contract to the District are that of an Independent Contractor, not an employee, or agent of the District. The

District will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

4.10.2 District shall not withhold income tax as a deduction from contractual payments. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

4.11 Conflict of Interest. The District may cancel any Contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the District's departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when written notice from the District is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. § 38-511).

4.12 Compliance with Federal and State Laws.

4.12.1 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.

4.12.2 Under the provisions of A. R. S. § 41-4401, Contractor hereby warrants to the District 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**").

4.12.3 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 District.

4.12.4 The District 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 District in regard to any such inspections.

4.12.5 The District 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 District in regard to any random verifications performed.

4.12.6 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.

4.12.7 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.

4.12.8 The provisions of this Section 4.12 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.

4.13 Notices. All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of Contractor:     EPS Group, Inc.  
  125 S. Avondale Blvd. Ste. 115  
  Avondale, AZ 85323  
  Attn: Woodrow Scoutten, PE

In the case of District:       Merrill Ranch Community Facilities District No. 2  
  775 N, Main Street  
  PO Box 2670  
  Florence, AZ 85132  
  Attn: District Manager

Notices shall be deemed received on date delivered, if delivered by hand, or on the delivery date indicated on receipt if delivered by certified or registered mail.

4.14 Compliance. Contractor shall, without additional expense to the District, be responsible for obtaining any necessary business licenses for complying with any applicable Federal, State, County and District laws, codes and regulations in connection with the execution of the Services and this Contract. The responsible Party for identifying, applying for, and obtaining permits, including payment of permit fees, required for construction of any work designed by the Contractor will be defined in the individual Task Orders executed under this Contract.

4.15 Taxes. Contractor shall be solely responsible for any and all tax obligations which may result out of the Contractor's performance of this Contract. The District shall have no obligation to pay any amounts for taxes, of any type, incurred by the Contractor.

4.16 Advertising. No advertising or publicity concerning the District using the Contractor's services shall be undertaken without prior written approval of such advertising or publicity by the Contract Administrator. Written approval is required until such time as the project is complete or any adjudication of claims relating to the Services provided herein is complete, whichever occurs later.

4.17 Counterparts. This Contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original, but all of which together shall constitute one and the same instrument, binding on the parties. The parties agree that this Contract may be transmitted between them via facsimile or so called "PDF" signature. The parties intend that faxed or "PDF"

signatures constitute original signatures and that a fully collated agreement containing the signatures (original, faxed or PDF) of the parties is binding upon the parties.

4.18 Captions. The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

4.19 Subcontractors. During the performance of the Contract, the Contractor may engage such additional subcontractors as may be required for the timely completion of this Contract. The addition of any Subcontractors shall be subject to the prior approval of the District. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Contractor. The District acknowledges the sub-consultant(s) listed in Exhibit "A" and consents to the use of that sub-consultant.

4.20 Indemnification.

4.20.1 To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall indemnify, defend, hold harmless the Merrill Ranch Community Facilities No. 2 District, its Chairman and board members and its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to damages for personal injury or personal property damage, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expenses, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work or services in the performance of this Contract, including but not limited to, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and subcontractor's employees.

4.20.2 Insurance provisions set forth in this Contract are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this section shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

4.21 Changes in the Services.

4.21.1 The District may at any time, as the need arises, order changes within the Scope of the Work without invalidating the Contract. If such changes increase or decrease the amount due under the Contract documents, or in the time required for performance of the Services, an equitable adjustment shall be authorized by written Change Order.

4.21.2 The District will execute a formal Change Order based on detailed written quotations from the Contractor for work related changes and/or a time of completion variance. All Change Orders are subject to the prior written approval by the District.

4.21.3 Contract Change Orders are subject to the Rules and Procedures within the District's Procurement Code.

4.22 Alternative Dispute Resolution. If a dispute arises between the parties relating to this Contract, the parties agree to use the following procedure prior to either party pursuing other available remedies:

4.22.1 A meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

4.22.2 If, within thirty (30) days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will jointly appoint a mutually acceptable neutral person not affiliated with either of the parties (the “**neutral**”), seeking assistance in such regard if they have been unable to agree upon such appointment within 40 days from the initial meeting. The fees of the neutral shall be shared equally by the parties.

4.22.3 In consultation with the neutral, the parties will select or devise an alternative dispute resolution procedure (“**ADR**”) by which they will attempt to resolve the dispute, and a time and place for the ADR to be held, with the neutral making the decision as to the procedure, and/or place and time (but unless circumstances require otherwise, not later than 60 days after selection of the neutral) if the parties have been unable to agree on any of such matters within 20 days after initial consultation with the neutral.

4.22.4. The parties agree to participate in good faith in the ADR to its conclusion as designated by the neutral. If the parties are not successful in resolving the dispute through the ADR, then the parties may agree to submit the matter to arbitration or a private adjudicator, or either party may seek an adjudicated resolution through the appropriate court.

4.23 District Provided Information and Services. The District shall furnish the Contractor available studies, reports and other data pertinent to the Contractor's services; obtain or authorize the Contractor to obtain or provide additional reports and data as required; furnish to the Contractor services of others required for the performance of the Contractor's Services hereunder, and the Contractor shall be entitled to use and rely upon all such information and services provided by the District or others in performing the Contractor's Services under this Agreement.

4.24 Estimates and Projections. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, the Contractor has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the Contractor makes no warranty that the District's actual project costs, financial aspects, economic feasibility, or schedules will not vary from the Contractor's opinions, analyses, projections, or estimates.

4.25 Access. The District shall arrange for access to and make all provisions for the Contractor to enter upon public and private property as required for the Contractor to perform Services hereunder.

4.26 Third Parties. The services to be performed by the Contractor are intended solely for the benefit of the District. No person or entity not a signatory to this Agreement shall be entitled to rely on the Contractor's performance of its Services hereunder, and no right to assert

a claim against the Contractor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Contract or the performance of the Contractor's Services hereunder.

4.27 Time. Time is of the essence of the Contract. If a schedule is set forth in the Contract or any exhibits or Task Orders thereto, Contractor shall strictly comply with said schedule and failure to do so shall be a material breach of the Contract. Contractor shall promptly respond (and in no event more than 10 calendar days after receiving the request) to any requests for approvals, information, or clarification within sufficient time to allow the District to timely respond to the Contractor or other parties involved in the Services, and so as to not delay the Services.

4.28 Cooperative Use of Contract. In addition to the District of Florence, and with the approval of the Contractor, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity. Payment for purchases made under this Contract will be the sole responsibility of each eligible political subdivision. The District shall not be responsible for any disputes arising out of transactions made by others.

4.29 Quality/Special Features. Contractor is responsible, to the extent necessary to perform the Services, at no additional charge to the District, to fully familiarize itself with the special and/or unique qualities and/or requirements of the Services and the District. The District's determination as to the level of quality required and on all aesthetic issues shall be final and binding.

4.30 Use of Documents. Upon execution of the Contract, the Contractor and all engineering professionals and sub-consultants working under or for Contractor, hereby grant to the District an irrevocable, exclusive, royalty-free perpetual license to reproduce and use any and all data, documents (including electronic documents and files), designs, drawings and specifications prepared or furnished by Contractor pursuant to this Contract (the "Instruments of Service"), for the purposes of construction and completing any Services, including for the use, sales, marketing, repair, maintenance, modification, expansion, remodeling and/or further development of the Services or any portion thereof (including making derivative works from Contractor's Instruments of Service), or for construction of the same type of Services at other locations, by the District, and others retained by the District for such purposes. This license shall extend to those parties retained by the District for such purposes, including other engineering professionals. The license granted hereunder shall include all things included in the definition of "Architectural Works" as used in the U.S. Architectural Works Copyright Protection Act, as amended from time to time. The Contractor shall obtain, in writing, similar non-exclusive licenses from its engineering professionals, and sub-consultants. The license granted hereunder shall survive any termination of the Contract and the completion of Services. Upon completion of the Services and/or termination of the Contract for any reason, Contractor shall deliver to the District full-sized and usable copies (including any and all CAD and/or computer files) of all data documents, designs, drawings and specifications generated by Contractor, including those generated by any suppliers, subcontractors or sub-consultants. The District shall retain all rights and ownership of all documents, designs, drawings, specifications, and/or styles provided to Contractor by the District in relation to the Contract and the Services, and Contractor shall not utilize any such material in relation to any other work or project.

4.31 Funding. Any contract entered into by the District, including this Contract and any Task Orders, is subject to funding availability. The fiscal years for the District are July 1 to June 30<sup>th</sup>. The District's Board approves all budget requests. If a specific funding request is not approved, the contract, including this Contract and any Task Orders, shall be terminated automatically.

4.32 Construction. The terms and provisions of this Contract 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 Contract shall be interpreted and construed in accordance with their usual and customary meanings, and 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 Contract that ambiguous or conflicting terms or provisions contained in this Contract shall be interpreted or construed against the party whose attorney prepared the executed Contract or earlier draft of the same.

4.33 Survival. All representations and indemnifications by Contractor shall survive the completion, expiration or termination of this Contract.

4.34 Completeness and Accuracy. The Contractor shall be responsible for and shall and hereby does warrant the completeness, accuracy and quality of all Services done pursuant to the Contract including, but not limited to, the work product, reports, survey work, plans, supporting data and special provisions prepared or compiled pursuant to Contractor's obligations under this Contract and any Task Order and shall correct at Contractor's expense all errors or omissions which may be discovered therein. District's acceptance or approval of the Contractor's Services shall in no way relieve Contractor of any of Contractor's responsibilities hereunder.

4.35 Incorporation by Reference. All exhibits and Task Orders are fully incorporated herein as though set forth at length herein.

4.36 Project Communications/Contract Administrator. The District's District Manager shall be the Contract Administrator designated by the District. All communications concerning the performance of the Services shall be provided to the designated Contract Administrator. Communications may be exchanged by e-mail upon the written agreement of the Contract Administrator, but e-mail communications are not binding upon the District and cannot change the terms of the Contract or the scope of Services, or effectuate any change that requires a written change order. The use of e-mails is for information only, and e-mails shall have no legal or binding effect.

## **5.0 INSURANCE**

5.1. General. Contractor agrees to comply with all District ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to District. Failure to maintain insurance as specified may result in termination of this Contract at District's option. The Contractor is primarily responsible for the risk management of its Services under

this Contract, including but not limited to obtaining and maintaining the required insurance and establishing and maintaining a reasonable risk control and safety program. District reserves the right to amend the insurance requirements herein at any time during the Contract. The Contractor shall require any and all subcontractors to maintain insurance as required herein naming the Merrill Ranch Community Facilities District No.2 and Contractor as "Additional Insured" on all insurance policies, except Worker's Compensation and Errors & Omissions Liability, and this shall be reflected on the Certificate of Insurance and Endorsements. The Contractor's insurance coverage shall be primary insurance with respect to all available sources. Coverage provided by the Contractor shall not be limited to the liability assumed under the Indemnification provision of this Contract. To the extent permitted by law, Contractor waives all rights of subrogation or similar rights against Merrill Ranch Community Facilities District No. 2, its representatives, agents, and employees. All insurance policies, except Workers' Compensation and Errors & Omissions Liability, required by this Contract, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of performance of this Contract, Merrill Ranch Community Facilities District No. 2, its Chairman and Board members, agents, representatives, officers, directors, officials and employees as Additional Insureds and shall specify that any insurance coverage carried or self-insurance by the District, any department or employee shall be excess coverage and not contributory insurance to that provided by Contractor. The District reserves the right to continue payment of premium for which reimbursements shall be deducted from amounts due or subsequently due the Contractor. The District reserves the right to require complete copies of all insurance policies and endorsements required by this Contract at any time. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of the Contract.

5.2 No Representation of Coverage Adequacy. By requiring insurance herein, the District does not represent that coverage and limits will be adequate to protect Contractor. Merrill Ranch Community Facilities District No. 2 reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract, but District has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

5.3 Coverage Term. All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Contract is satisfactorily performed, completed and formally accepted by the Merrill Ranch Community Facilities District No. 2, unless specified otherwise in this Contract.

5.4 Policy Deductibles and or Self Insured Retentions. The policies set forth in these requirements may provide coverage which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to Merrill Ranch Community Facilities District No. 2. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

5.5 Use of Subcontractors. If any of the Services under this Contract is subcontracted in any way, Contractor shall execute written agreement with subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting Merrill Ranch Community Facilities District No. 2 and Contractor. Contractor shall be responsible for executing the agreement with subcontractor and obtaining Certificates of Insurance and Endorsements verifying the insurance requirements.

5.6 Evidence of Insurance. Prior to commencing any Services under this Contract, Contractor shall furnish Merrill Ranch Community Facilities District No. 2 with Certificate(s) of Insurance, or formal Endorsements as required by this Contract, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage and that such coverage and provisions are in full force and effect.

5.7 Required Coverage.

5.7.1 Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations and Contractual Liability Annual Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance limited to, separation of insureds clause. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader to coverage scope than underlying.

5.7.2 Worker's Compensation Insurance. Contractor shall maintain Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the Services under this Contract and shall also maintain 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.

5.7.3 Commercial Auto Coverage. Auto Liability limits of not less than \$1,000,000 each accident, combined Bodily Injury and Property Damage Liability insurance. Certificate to reflect coverage for "Any Auto" or "All Owned, Scheduled, Hired and Non-Owned".

5.7.4 Errors & Omissions Liability Contractor shall maintain Professional Liability Engineering and Consulting insurance covering acts, errors, mistakes, omissions and other acts arising out of Services performed by Contractor, its employees, sub-consultants and agents. Coverage Amount: \$1,000,000 per occurrence/aggregate, unless higher coverage limits are required under the Solicitation documents, or any Task Orders, in which case such higher limits shall apply.

**6.0 SEVERABILITY**

6.1 Severability. If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

IN WITNESS WHEREOF, the Merrill Ranch Community Facilities District No. 2 by its Chairman, Tom J. Rankin, has hereunto subscribed his name this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Merrill Ranch Community Facilities District No. 2

By: \_\_\_\_\_  
Tom J. Rankin, Chairman

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

Name: \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_  
Lisa Garcia, District Clerk

Approved as Form:

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

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

By: MSmith

Name: WOODROW C. SCOUTTEN

Its: DEPT. MANAGER



**Exhibit "A"**  
**Scope of Work/Services**

**PROPOSED SCOPE OF WORK for Community Facilities District (CFD) On-Call engineering services:**

The consultant will perform Community Facilities District (CFD) engineering services, including but not limited to, the following:

1. Coordinate with Town staff to obtain all necessary information needed to provide the services requested, such as assessor's files, copies of plats, boundary maps, assessments, bond sales and budget information. The Town will provide available information, such as maps, easements, right-of-ways, HOA information, street inventory, acceptance information, GIS data, etc. Maintain Arizona Registration as a Professional Engineer and stamp final plans, plats, reports and related documents upon approvals.
2. Examine phasing boundaries within the CFD, conduct analysis of benefit and proportionality, and apply appropriate methodology in conformance with state law and trends in recent court case rulings. The firm will propose, if appropriate, reconfiguration of any phasing or project boundaries. In undertaking this analysis, past CFD Engineer's Reports should be examined.
3. Prepare and submit to the District Clerk all aspects of the annual Engineer's Report, up to and including, the Final Report. The report must satisfy all legal requirements.
4. Provide all documents in digital format for posting on the Town's website, if necessary and take all steps necessary to ensure compliance with all requirements.
5. Attend up to two (2) Town Council meetings annually related to the CFD. Follow up and assist with administrative corrections to reports and/or tax roll. Attend meetings with Town staff, as requested by the Town.
6. Review facilities, engineer's estimates, invoices, plan sets, etc. within the CFD as necessary to assist District Staff with engineering analysis and recommendations.
7. Review properties that are eligible but are not currently included in any CFD, and provide recommendations as to how to best structure the current District so that these areas can be incorporated into the District in the future.
8. CFD engineer shall review and make recommendations for applications for changes in ownership of major landowners in districts; review, analyze and make

recommendations related to developer requests for reimbursement; assist in reviews associated with development agreements and modifications to land use plans.

9. The consultant should review any proposals to increase or decrease assessment amounts, if appropriate, and make any and all necessary recommendations to the Town. The consultant will advise on the required tasks regarding assessments and provide assistance with the process.
10. Assist the Town in addressing property owners with questions concerning Special Districts, assessments, and other related CFD issues.



## TOWN OF FLORENCE COUNCIL ACTION FORM

### AGENDA ITEM 10a.

**MEETING DATE:** October 3, 2016

**DEPARTMENT:** Administration

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

**SUBJECT:** Public Hearing and action on Theresa Morse,  
Old Pueblo Restaurant, LLC, Liquor License Application.

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

### RECOMMENDED MOTION/ACTION:

Public hearing on an application received from Theresa Morse, Old Pueblo Restaurant, LLC, located at 505 S. Main Street, Florence, Arizona, for an interim permit for a new Series 12 Restaurant Liquor License, and for Council recommendation for approval or disapproval of said license.

### BACKGROUND/DISCUSSION:

Theresa Morse, Old Pueblo Restaurant, LLC, filed an application for an interim permit for a new Series 12 Restaurant Liquor License, with the Arizona Department of Liquor License and Control, on August 30, 2016. A Series 12 Restaurant Liquor License may sell all spirituous liquor to patrons to drink on site, A.R.S. §4-205.02.

### 4-205-02 Restaurant license; issuance; regulatory provisions; expiration; definitions

A. The director may issue a restaurant license to any restaurant in this state that is regularly open for the serving of food to guests for compensation and that has suitable kitchen facilities connected with the restaurant for keeping, cooking and preparing foods required for ordinary meals.

B. The director shall issue the license in the name of the restaurant on application for the license by the owner or lessee of the restaurant, provided the applicant is otherwise qualified to hold a spirituous liquor license. The holder of such license is subject to the penalties prescribed for any violation of the law relating to alcoholic beverages.

C. The holder of a restaurant license may sell and serve spirituous liquors solely for consumption on the licensed premises. For the purpose of this subsection, "licensed premises" may include rooms, areas or locations in which the restaurant normally sells or serves spirituous liquors pursuant to regular operating procedures and practices and that are contiguous to the restaurant or a noncontiguous patio pursuant to section 4-101, paragraph 27. For the purposes of this subsection, a restaurant licensee must submit proof of tenancy or permission from the landowner or lessor for all property to be included in the licensed premises.

D. In addition to other grounds prescribed in this title on which a license may be revoked, the director may require the holder of a restaurant license issued pursuant to this section to surrender the license in any case in which the licensee ceases to operate as a restaurant, as prescribed in subsection A of this section. The surrender of a license pursuant to this subsection does not prevent the director from revoking the license for other grounds prescribed in this title or for making deliberate material misrepresentations to the department regarding the licensee's equipment, service or entertainment items or seating capacity in applying for the restaurant license.

E. Neither the director nor the board may initially issue a restaurant license if either finds that there is sufficient evidence that the operation will not satisfy the criteria adopted by the director for issuing a restaurant license described in section 4-209, subsection B, paragraph 12. The director shall issue a restaurant license only if the applicant has submitted a plan for the operation of the restaurant. The plan shall be completed on forms provided by the department and shall include listings of all restaurant equipment and service items, the restaurant seating capacity and other information requested by the department to substantiate that the restaurant will operate in compliance with this section.

F. The holder of the license described in section 4-209, subsection B, paragraph 12 who intends to alter the seating capacity or dimensions of a restaurant facility shall notify the department in advance on forms provided by the department.

G. The director may charge a fee for site inspections conducted before the issuance of a restaurant license.

H. A restaurant applicant or licensee may apply for a permit allowing for the sale of beer for consumption off the licensed premises pursuant to section 4-244, paragraph 32, subdivision (c) on a form prescribed and furnished by the director. The department shall not issue a permit to a restaurant applicant or licensee that does not meet the requirements in section 4-207, subsection A. The provisions of section 4-207, subsection B do not apply to this subsection. The permit shall be issued only after the director has determined that the public convenience requires and that the best interest of the community will be substantially served by the issuance of the permit, considering the same criteria adopted by the director for issuing a restaurant license described in section 4-209, subsection B, paragraph 12. The amount of beer sold under the permit shall not exceed ten percent of gross revenue of spirituous liquor sold by the establishment. After the permit has been issued, the permit shall be noted on the license itself and in the records of the department. The director may charge a fee for processing the application for the permit and a renewal fee.

I. For the purposes of this section:

1. "Gross revenue" means the revenue derived from all sales of food and spirituous liquor on the licensed premises, regardless of whether the sales of spirituous liquor are made under a restaurant license issued pursuant to this section or under any other license that has been issued for the premises pursuant to this article.

2. "Restaurant" means an establishment that derives at least forty percent of its gross revenue from the sale of food, including sales of food for consumption off the licensed premises if the amount of these sales included in the calculation of gross revenue from the sale of food does not exceed fifteen percent of all gross revenue of the restaurant.

The Town Clerk's Office posted the Notice of Public Hearing on September 13, 2016, at said location in accordance with statutory requirements. Management has been notified of the October 3, 2016 public hearing.

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

**FINANCIAL IMPACT:**

N/A

**STAFF RECOMMENDATION:**

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

**ATTACHMENTS:**

Application



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

**Application for Liquor License**  
 Type or Print with Black Ink

**APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE**  
**A service fee of \$25 will be charged for all dishonored checks (A.R.S. § 44-6852)**

15 AUG 30 04P Dept RM 317

**SECTION 1** This application is for a:

- Interim Permit (Complete Section 5)
- New License (Complete Sections 2, 3, 4, 13, 14, 15, 16)
- Person Transfer (Complete Section 2, 3, 4, 12, 13, 14, 16)
- Location Transfer (Bars and Liquor Stores Only)  
(Complete Section 2, 3, 4, 11, 13, 14, 16)
- Probate/ Will Assignment/ Divorce Decree  
(Complete Sections 2, 3, 4, 9, 13, 14, 16)  
(Fee not required)
- Government (Complete Sections 2, 3, 4, 10, 13, 16)
- Seasonal

**SECTION 2** Type of Ownership:

- J.T.W.R.O.S. (Complete Section 6)
- Individual (Complete Section 6)
- Partnership (Complete Section 6)
- Corporation (Complete Section 7)
- Limited Liability Co (Complete Section 7)
- Club (Complete Section 8)
- Government (Complete Section 10)
- Trust (Complete Section 6)
- Tribe (Complete Section 6)
- Other (Explain) \_\_\_\_\_

**SECTION 3** Type of license

1. Type of License: RESTAURANT LICENSE # 12113275

**SECTION 4** Applicants

1. Individual Owner/Agent's Name: MORSE THERESA JUNE P1054525  
Last First Middle
2. Owner Name: OLD PUEBLO RESTAURANT, LLC B1057307  
(Ownership name for type of ownership checked on section 2)
3. Business Name: OLD PUEBLO RESTAURANT B1012281  
(Exactly as it appears on the exterior of premises)
4. Business Location Address: 505 S MAIN STREET FLORENCE ARIZONA 85132 PINAL  
(Do not use PO Box) Street City State Zip Code County
5. Mailing Address: 530 E MCDOWELL RD. 107-241 MESA ARIZONA 85004  
(All correspondence will be mailed to this address) Street City State Zip Code
6. Business Phone: 520-868-4784 Daytime Contact Phone: 480-353-8035
7. Email Address: TJMORSE1208@Q.COM

8. Is the Business located within the incorporated limits of the above city or town?  Yes  No
9. Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation?  Yes  No  
 If yes, what City, Town or Tribal Reservation is this Business located in: \_\_\_\_\_

10. Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store ( license only) \$ \_\_\_\_\_

Fees: <u>100</u>	<u>100</u>	<u>50</u>	<u>44</u>	\$ <u>294.00</u>
<small>Application</small>	<small>Interim Permit</small>	<small>Site Inspection</small>	<small>Finger Prints</small>	<small>Total of All Fees</small>
Is Arizona Statement of Citizenship & Alien Status for State Benefits complete? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
Accepted by: <u>AP</u> Date: <u>8-30-16</u> License # <u>12113275</u>				

**SECTION 5 Interim Permit**

- If you intend to operate business when your application is pending you will need an interim permit pursuant to ARS § 4-203.01
- There **MUST** be a valid license of the same type you are applying for currently issued to the location or for the replacement of a Hotel/Motel license with a Restaurant license pursuant to A.R.S. § 4-203.01.

1. Enter license number currently at the location: 12110001

2. Is the license currently in use?  Yes  No If no, how long has it been out of use? \_\_\_\_\_

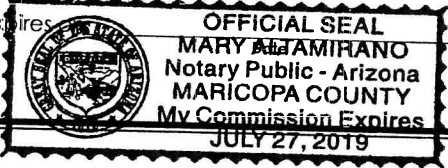
**Attach a copy of the license currently issued at this location to this application.**

I, LOUIS E. CELAYA <sup>MICHAEL ANN McINTYRE</sup>  
 (Print Full Name) declare that I am the CURRENT OWNER, AGENT, OR CONTROLLING PERSON on the stated license and location.

X [Signature]  
 (Signature of CURRENT Individual Owner/Agent)

State of Arizona County of Maricopa  
 The foregoing instrument was acknowledged before me this 28<sup>th</sup> of August, 2014  
 Day Month Year  
Mary Altamirano  
 Signature of NOTARY PUBLIC

My commission expires \_\_\_\_\_



**SECTION 6 Individual, Partnership, J.T.W.R.O.S, Trust, Tribe Ownerships**

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE, AN "APPLICANT" TYPE FINGERPRINT CARD AND \$22 PROCESSING FEE FOR EACH CARD.

**Individual**

Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code

Is any person other than above, going to share in profit/losses of the business?  Yes  No

If Yes, give name, current address, and telephone number of person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City	State	Zip Code	Phone #

**Partnership**

Name of Partnership: \_\_\_\_\_

General-Limited	Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code
<input type="checkbox"/> <input type="checkbox"/>								
<input type="checkbox"/> <input type="checkbox"/>								
<input type="checkbox"/> <input type="checkbox"/>								
<input type="checkbox"/> <input type="checkbox"/>								

**J.T.W.R.O.S (Joint Tenant with Rights of Survivorship)**

Name of J.T.W.R.O.S: \_\_\_\_\_

Last	First	Middle	Mailing Address	City	State	Zip Code

**SECTION 6 - continued**

**TRUST**

Name of Trust: \_\_\_\_\_

Last	First	Middle	Mailing Address	City	State	Zip Code

**TRIBE**

Name of Tribal Ownership: \_\_\_\_\_

Last	First	Middle	Mailing Address	City	State	Zip Code

**SECTION 7 Corporations/ Limited Liability Co**

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE, AN "APPLICANT" TYPE FINGERPRINT CARD AND \$22 PROCESSING FEE FOR EACH CARD.

- Corporation Complete Questions 1, 2, 3, 4, 5, 6, and 7
- L.L.C. Complete Questions 1, 2, 3, 4, 5, 6, and 7

1. Name of Corporation/ L.L.C.: OLD PUEBLO RESTAURANT, LLC
2. Date Incorporated/Organized: 12/09/2015 State where Incorporated/Organized: ARIZONA
3. AZ Corporation or AZ L.L.C File No: L20531418 Date authorized to do Business in AZ: 12/15/2015
4. Is Corp/L.L.C. Non Profit?  Yes  No
5. List Directors, Officers, Members in Corporation/L.L.C:

Last	First	Middle	Title	Mailing Address	City	State	Zip Code
McINTYRE	MICHAEL	ANN	MEMBER	505 S MAIN STREET FLORENCE	AZ	85132	
CELAYA	HELEN	CLARA	MEMBER	505 S MAIN STREET FLORENCE	AZ	85132	

(Attach additional sheet if necessary)

6. List all Stockholders / percentage owners who own 10% or more:

Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code
McINTYRE	MICHAEL	ANN	50%	505 S MAIN STREET FLORENCE	AZ	85132	
CELAYA	HELEN	CLARA	50%	505 S MAIN STREET FLORENCE	AZ	85132	

(Attach additional sheet if necessary)

7. If the corporation/ L.L.C are owned by another entity, attach an Organizational **FLOWCHART** showing the structure of the ownership. Attach additional sheets as needed in order to disclose the Officers, Directors, Members, Managers, Partners, Stockholders and percentage owners of those entities.





**SECTION 12 Person to Person Transfer**

**Questions to be completed by Current Licensee (Bar and Liquor Stores Only- Series, 06, 07, and 09)**

1. Individual Owner / Agent Name: \_\_\_\_\_ Entity: \_\_\_\_\_  
Last First Middle (Individual, Agent, Etc.)

2. Ownership Name: \_\_\_\_\_  
(Exactly as it appears on license)

3. Business Name: \_\_\_\_\_  
(Exactly as it appears on license)

4. Business Location Address: \_\_\_\_\_  
Street City State Zip

5. License Type: \_\_\_\_\_ License Number: \_\_\_\_\_

6. Current Mailing Address: \_\_\_\_\_  
Street City State Zip

7. Have all creditors, lien holders, interest holders, etc. been notified?  Yes  No

8. Does the applicant intend to operate the business while this application is pending?  Yes  No

If yes, complete Section 5 (**Interim Permit**) of this application; attach fee, and current license to this application.

9. I, (**Print Full Name**) \_\_\_\_\_ hereby authorize the department to process this Application to transfer the privilege of the license to the applicant provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, (**Print Full Name**) \_\_\_\_\_, declare that I am the **CURRENT OWNER, MEMBER, PARTNER STOCKHOLDER or LICENSEE** of the stated license. I have read the above Section 12 and confirm that all statements are true, correct, and complete.

**NOTARY**

X \_\_\_\_\_  
(Signature of CURRENT Individual Owner/Agent)

State of \_\_\_\_\_ County of \_\_\_\_\_  
The foregoing Instrument was acknowledged before me this

My commission expires on: \_\_\_\_\_  
Date

\_\_\_\_\_ of \_\_\_\_\_  
Day Month Year

\_\_\_\_\_  
Signature of NOTARY PUBLIC

**SECTION 13 Proximity to Church or School**

Questions to be completed by all in-state applicants.

A.R.S. § 4-207. (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building.

The above paragraph DOES NOT apply to:

- a) Restaurant license (§ 4-205.02) Series 12
- b) Hotel/motel license (§ 4-205.01) Series 11
- c) Microbrewery Series 3
- d) Craft Distillery Series 18

- e) Government license (§ 4-205.03) Series 5
- f) Fenced playing area of a golf course (§ 4-207(B)(5))
- g) Wholesaler Series 4
- h) Farm Winery Series 13

1. Distance to nearest School: \_\_\_\_\_ Name of School: \_\_\_\_\_  
 (If less than one (1) mile note footage) Address: \_\_\_\_\_

2. Distance to nearest Church: \_\_\_\_\_ Name of Church: \_\_\_\_\_  
 (If less than one (1) mile note footage) Address: \_\_\_\_\_

**SECTION 14 Business Financials**

1. I am the:  Lessee  Sub-lessee  Owner  Purchaser  Management Company

2. If the premise is leased give lessors: Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
Street City State Zip

3. Monthly Rent/ Lease Rate: \$ \_\_\_\_\_

4. What is the remaining length of the lease? Yrs. \_\_\_\_\_ Months \_\_\_\_\_

5. What is the penalty if the lease is not fulfilled? \$ \_\_\_\_\_ or Other: \_\_\_\_\_  
(Give details-attach additional sheet if necessary)

6. Total money borrowed for the Business not including lease? \$ ZERO  
 Please List Lenders/People you owe money to for business.

Last	First	Middle	Amount Owed	Mailing Address	City	State	Zip

(Attach additional sheet if necessary)

7. What type of business will this license be used for (be specific)?  
**RESTAURANT**

8. Has a license or a transfer license for the premises on this application been denied by the state with in the past (1) year?  Yes  No If yes, attach explanation.

9. Does any spirituous liquor manufacture, wholesaler, or employee have an interest in your business?  Yes  No

10. Is the premises currently license with a liquor license?  Yes  No

If yes, give license number and licensee's name:

License #: 12110001 Individual Owner /Agent Name: LOUIS E CELAYA  
(Exactly as it appears on license)

**SECTION 15 Restaurant or hotel/motel license applicants**

- 1. Is there an existing Restaurant or Hotel/Motel Liquor License at the proposed location?  Yes  No
- 2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
- 3. All Restaurant and Hotel/Motel applicants must complete a Restaurant Operation Plan form provided by the Department of Liquor Licenses and Control.
- 4. As stated in A.R.S. § 4-205.02. (H)(2), a Restaurant is an establishment which derives at least forty (40) percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from sales of food and spirituous liquor on the licensed premises. By applying for this  Restaurant  Hotel/Motel, I certify that I understand that I must maintain a minimum of forty (40) percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit form with this application.

  
\_\_\_\_\_  
(Applicant's Signature)

- 5. I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing; specify why the extension is necessary; and the new inspection date you are requesting.

  
\_\_\_\_\_  
(Applicant's Initials)

**SECTION 16 Diagram of Premises**

Check ALL boxes that apply to your business:

- Entrances/Exits       Liquor storage areas      **Patio:**       Contiguous
- Walk-up windows       Drive-through windows       Non Contiguous

- 1. Is your licensed premises currently closed due to construction, renovation or redesign?  Yes  No  
If yes, what is your estimated completion date? \_\_\_\_\_

Month/Day/Year

- 2. **Restaurants and Hotel/Motel** applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Place for diagram is on section 16 number 6.
- 3. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored on the premises unless it is a restaurant (see # 3 above).
- 4. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises such as parking lots, living quarters, etc.
- 5. **As stated in A.R.S. § 4-207.01 (B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to the boundaries, entrances, exits, added or deleted doors, windows, service windows or increase or decrease to the square footage after submitting this initial diagram.**

  
\_\_\_\_\_  
(Applicant's initials)

**SECTION 17 SIGNATURE BLOCK**

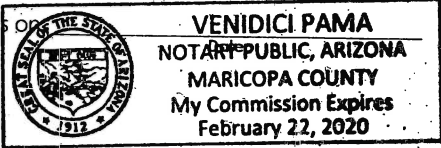
**NOTARY**

I, (Print Full Name) THERESA JUNE MORSE, hereby declare that I am the Owner/Agent filing this application as stated in Section 4 # 1. I have read this application and verify all statements to be true, correct and complete.

X *Theresa June Morse*  
(Signature of CURRENT Individual Owner/Agent)

State of ARIZONA County of MARICOPA  
The foregoing instrument was acknowledged before me this

My commission expires on



30<sup>th</sup> of AUGUST, 2016  
Day Month Year  
*V. Pama*  
Signature of NOTARY PUBLIC

**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.

# Proclamation

## FIRE PREVENTION WEEK

**WHEREAS**, the Town of Florence is committed to ensuring the safety and security of all those living in and visiting Florence; and

**WHEREAS**, fire is a serious public safety concern both locally and nationally, and homes are where people are at greatest risk from fire; and

**WHEREAS**, U.S. fire departments responded to 369,500 home fires in 2014, according to the National Fire Protection Association (NFPA), and U.S. home fires resulted in 2,745 civilian deaths in 2014, representing the majority of all U.S. fire deaths; and

**WHEREAS**, in one-fifth of all homes with smoke alarms, the smoke alarms are not working; and three out of five home fire deaths result from fires in properties without smoke alarms or with no working smoke alarms; and

**WHEREAS**, working smoke alarms cut the risk of dying in reported home fires in half; and

**WHEREAS**, many Americans don't know how old the smoke alarms in their homes are, or how often they need to be replaced. All smoke alarms should be replaced at least once every ten years, and the age of a smoke alarm can be determined by the date of its manufacture, which is marked on the back of the smoke alarm; and

**WHEREAS**, Florence's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

**WHEREAS**, Florence's residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

**WHEREAS**, the 2016 Fire Prevention Week theme, "Don't Wait – Check the Date! Replace Smoke Alarms Every 10 Years" effectively serves to educate the public about the vital importance of replacing the smoke alarms in their homes at least every ten years, and to determine the age of their smoke alarms by checking the date of manufacture on the back of the alarms.

**NOW, THEREFORE**, I, Tom J. Rankin, Mayor of the Town of Florence, Arizona, do hereby proclaim October 9 - 15, 2016, as Fire Prevention Week throughout this Town. I urge all the people of Florence to find out how old the smoke alarms in their homes are, to replace them if they are more than 10 years old, and to participate in the many public safety activities and efforts of Florence's fire and emergency services during Fire Prevention Week 2016.

In witness thereof, I hereby set my hand and affix the Official Seal of the Town of Florence, Arizona, this 3<sup>rd</sup> day of October 2016.


---

Tom J. Rankin, Mayor

**ATTEST:**

---

Lisa Garcia, Town Clerk

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u></b> <b>10c.</b>
<b>MEETING DATE:</b> October 3, 2016  <b>DEPARTMENT:</b> Fire Department  <b>STAFF PRESENTER:</b> David Strayer, Fire Chief  <b>SUBJECT:</b> Grant awarded to the Fire Department from Avangrid Renewables		<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 checked="" type="checkbox"/> <b>Other: Presentation</b>

**RECOMMENDED MOTION/ACTION:**

Presentation and acceptance of a grant from them in the amount of \$1,500, for the purchase of smoke detectors from Avangrid Renewables.

**BACKGROUND/DISCUSSION:**

The Town of Florence has experienced two fire-related deaths of elderly residents in the last five years. The grant has been awarded to the Florence Fire Department for the Senior Citizens' Fire Safety Program. This program will be set up to help the senior citizens of our community place (or replace as needed) smoke detectors in their homes. It is the goal of the program to educate our senior citizens in creating a safer home environment and install smoke detectors in their homes from monies provided from the grant.

**FINANCIAL IMPACT:**

There is no financial impact from this grant.

**STAFF RECOMMENDATION:**

Staff recommends the Town Council accept the grant and recognize Avindgrid Renewables, for their contribution to the Senior Citizens Fire Safety Program.

**ATTACHMENTS:**

Copy of email and attachments from Avangrid Renwals regarding grant award.



# IBERDROLA RENEWABLES

## STANDARD PHOTO RELEASE

City and State: \_\_\_\_\_

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

I consent that Iberdrola Renewables may at any time, use my name and/or any reproduction of photographs of me for advertising purposes in any newspapers, magazines, or other publication, billboards and any other advertising media. I release all right to claims against Iberdrola Renewables for the use of said photograph under any rights or copyrights held by the undersigned.  
Any revocation of this consent will be given to you in writing.

NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_

WITNESS NAME \_\_\_\_\_ Date: \_\_\_\_\_





# IBERDROLA RENEWABLES

## CHILD PHOTO RELEASE

City and State: \_\_\_\_\_

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

I consent that Iberdrola Renewables may at any time, use my child's name and/or any reproduction of photographs of him/her for advertising purposes in any newspapers, magazines, or other publication, billboards and any other advertising media. I release all right to claims against Iberdrola Renewables for the use of said photograph under any rights or copyrights held by the undersigned. Any revocation of this consent will be given to you in writing.

CHILD NAME \_\_\_\_\_

PARENT NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_

WITNESS NAME \_\_\_\_\_ Date: \_\_\_\_\_

## Photo Tips for Community Sponsors


### Do:

- Do take a photo that is representative of your event and submit it to: [community@iberdrolaren.com](mailto:community@iberdrolaren.com). We will use it on our social media channels to publicize your good work!
- Do inform the people in the photo that we plan to publish it in our newsletter & online.
- Do submit the names and titles/positions of the people in the photo.
- Do provide a copy of the signed photo release if possible.
- If using your camera phone, be sure to shoot in landscape versus portrait mode, when possible.
- Show people in their environment – small group shots are excellent!
- Images should be well lighted and in focus – we want to see those happy faces!
- Here are examples of the types of photos we use online and would love to receive:



### Don't:

- Don't take photos of minors without explicit permission.
- Don't forget to get a Child Photo Release signed for any photos of minors. Generally, we do not publish photos of minors without signed releases from their parents or guardians.
- Don't take photos of people in situations that could be perceived to be unsafe.

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u></b> <b>11a.</b>
<b>MEETING DATE:</b> October 3, 2016  <b>DEPARTMENT:</b> Public Works  <b>STAFF PRESENTER:</b> Christopher A. Salas Public Works Director/Town Engineer  <b>SUBJECT:</b> Acceptance of the Public Improvements for the Anthem at Merrill Ranch Subdivision, Unit 2		<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:**

A partial acceptance of the improvements for the Anthem at Merrill Ranch Subdivision, Unit 2 Station 10+40 through Station 16+00, prior to the start of the warranty period, which shall be the date of this approval.

**BACKGROUND/DISCUSSION:**

The Town Engineer has found that all of the pavements, utilities, storm sewer, grading/drainage improvements and all other required improvements within the right-of-way/easements have been constructed in accordance with the requirements of the Town Code and specified engineering standards.

The following documentation represents the prerequisite for approval including the delivery of required certification together with test results and as-built drawings.

**DOCUMENTATION**

- Final Grading and Drainage As-Builts
- Final Paving and Profile Plans
- Final Water and Sewer Plans As-Builts
- Water Pressure, Leak, Chlorine and Bacteria Testing
- Sewer Pressure, Mandrel, Camera, Vacuum, Insecticide Testing
- Material Testing Package
- Engineers Certificates of Construction for Water and Sewer
- Arizona Department of Environmental Quality Approval of Construction for Water and Sewer
- Fire Department Acceptance Document
- Johnson Utilities Acceptance Document
- Dry Utility Drawings

The property is located in the Anthem at Merrill Ranch Subdivision, owned by Pulte Homes, Inc. Pulte Homes, Inc. has completed the public improvements necessary for the development of Unit 2 of the Anthem at Merrill Ranch subdivision and has requested the Town of Florence accept the completed improvements for ownership and maintenance.

All improvements in the public right-of-way or easements have been constructed under inspection and approval of the Town Engineer/Public Works Department and/or utility company having jurisdiction. The following improvements with regards to Unit 2 have been completed and are subject to a one year warranty period prior to acceptance for maintenance: grading, paving, concrete, water, sewer, signing, pavement markings, and storm drain. Street lighting has been completed and is subject to a two year warranty period prior to maintenance acceptance. Acceptance of maintenance of these improvements will be by separate document at the end of the warranty period.

The developer shall maintain the subdivision improvements, free from defects, for the warranty period and shall promptly correct any defect which they have noticed or which the Town discovers which occurs prior to the terminus of the warranty period from the date of the acceptance of all improvements.

#### **FINANCIAL IMPACT:**

Acquisition of infrastructure assets will be based upon acceptance of assets by the Town Council recorded as specified in the Capital Asset Policy and Procedure prior to acceptance for maintenance/replacement by the Town. A summary of quantities for each asset will be accepted into the Town's maintenance system, (excepting water/sewer utilities).

#### **STAFF RECOMMENDATION:**

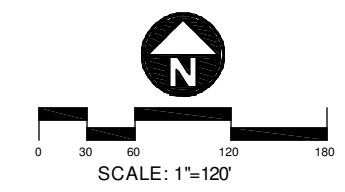
Staff recommends approval of the action due to the potential social and economic impacts and affects of new subdivisions within Florence. The proposed acceptance of this development may change the lives of current and future residents by measurement of the potential socio-economic impacts such as:

- Change in demographics
- Resulting retail/service and housing benefits
- Change in employment and income levels
- Changes in quality of life in the community
- Satisfying current housing needs
- Specialty house meeting the needs of the groups considered

#### **ATTACHMENTS:**

Map of Unit 2

path: R:\742-AMR\UNITS\UNIT-02-AMR\09-EXHIBITS\Road\_Turnover\_Exhibit file name: Roadway Transfer.dwg | plot date: January 15, 2014 | plotted by: ssanders



SUN CITY COMMUNITY CENTER

UNIT 10

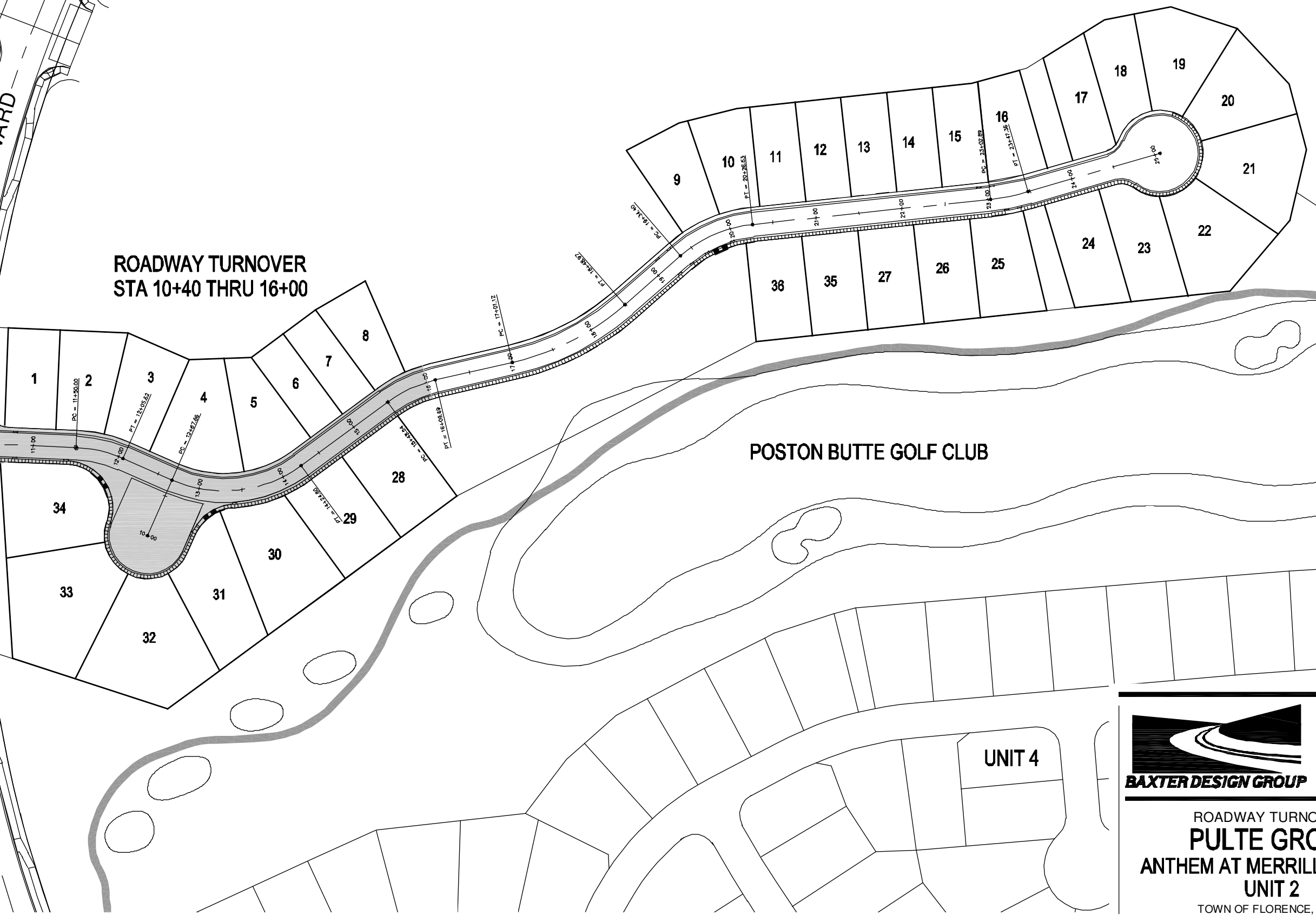
UNIT 8

SUN CITY BOULEVARD

ROADWAY TURNOVER  
STA 10+40 THRU 16+00


POSTON BUTTE GOLF CLUB

UNIT 4




**BAXTER DESIGN GROUP**  
7550 N. Dobson Rd.,  
Suite 200  
Scottsdale, AZ  
85266  
(480) 818-0001

ROADWAY TURNOVER  
**PULTE GROUP**  
ANTHEM AT MERRILL RANCH  
UNIT 2  
TOWN OF FLORENCE, AZ

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u> 11b.</b>
<b>MEETING DATE:</b> October 3, 2016  <b>DEPARTMENT:</b> Public Works  <b>STAFF PRESENTER:</b> Christopher A. Salas Public Works Director/Town Engineer  <b>SUBJECT:</b> Acceptance of the Public Improvements for the Anthem at Merrill Ranch Subdivision Unit 15		<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 partial acceptance of the improvements for the Anthem at Merrill Ranch Subdivision Unit 15 Station 10+40 through Station 18+40, prior to the start of the warranty period, which shall be the date of this approval.

**BACKGROUND/DISCUSSION:**

The Town Engineer has found that all of the pavements, utilities, storm sewer, grading/drainage improvements and all other required improvements within the right-of-way/easements have been constructed in accordance with the requirements of the Town Code and specified engineering standards.

The following documentation represents the prerequisite for approval including the delivery of required certification together with test results and as-built drawings.

**DOCUMENTATION**

- Final Grading and Drainage As-Builts
- Final Paving and Profile Plans
- Final Water and Sewer Plans As-Builts
- Water Pressure, Leak, Chlorine and Bacteria Testing
- Sewer Pressure, Mandrel, Camera, Vacuum, Insecticide Testing
- Material Testing Package
- Engineers Certificates of Construction for Water and Sewer
- Arizona Department of Environmental Quality Approval of Construction for Water and Sewer
- Fire Department Acceptance Document
- Johnson Utilities Acceptance Document
- Dry Utility Drawings

The property is located in the Anthem at Merrill Ranch Subdivision, owned by Pulte Homes, Inc. Pulte Homes, Inc. has completed the public improvements necessary for the development of Unit 15 of the Anthem at Merrill Ranch subdivision and has requested the Town of Florence accept the completed improvements for ownership and maintenance.

All improvements in the public right-of-way or easements have been constructed under inspection and approval of the Town Engineer/Public Works Department and/or utility company having jurisdiction. The following improvements with regards to Unit 15 have been completed and are subject to a one year warranty period prior to acceptance for maintenance: grading, paving, concrete, water, sewer, signing, pavement markings, and storm drain. Street lighting has been completed and is subject to a two year warranty period prior to maintenance acceptance. Acceptance of maintenance of these improvements will be by separate document at the end of the warranty period.

The developer shall maintain the subdivision improvements, free from defects, for the warranty period and shall promptly correct any defect which they have noticed or which the Town discovers which occurs prior to the terminus of the warranty period from the date of the acceptance of all improvements.

#### **FINANCIAL IMPACT:**

Acquisition of infrastructure assets will be based upon acceptance of assets by the Town Council recorded as specified in the Capital Asset Policy and Procedure prior to acceptance for maintenance/replacement by the Town. A summary of quantities for each asset will be accepted into the Town's maintenance system, (excepting water/sewer utilities).

#### **STAFF RECOMMENDATION:**

Staff recommends approval of the action due to the potential social and economic impacts and affects of new subdivisions within Florence. The proposed acceptance of this development may change the lives of current and future residents by measurement of the potential socio-economic impacts such as:

- Change in demographics
- Resulting retail / service and housing benefits
- Change in employment and income levels
- Changes in quality of life in the community
- Satisfying current housing needs
- Specialty house meeting the needs of the groups considered

#### **ATTACHMENTS:**

Map of Unit 15

path: Z:\742-AMR\UNITS\UNIT-15-AMR\09-EXHIBITS\Turnover Exhibit\file name: U15\_Roadway Transfer.dwg | plot date: February 24, 2016 | plotted by: ssanders

POSTON BUTTE GOLF CLUB

MERRILL RANCH PARKWAY

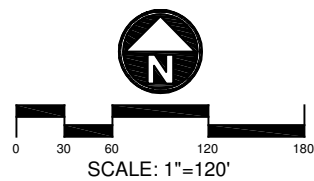
CONSTITUTION WAY

UNIT 13

ROADWAY TURNOVER  
STA 10+40 THRU 18+40

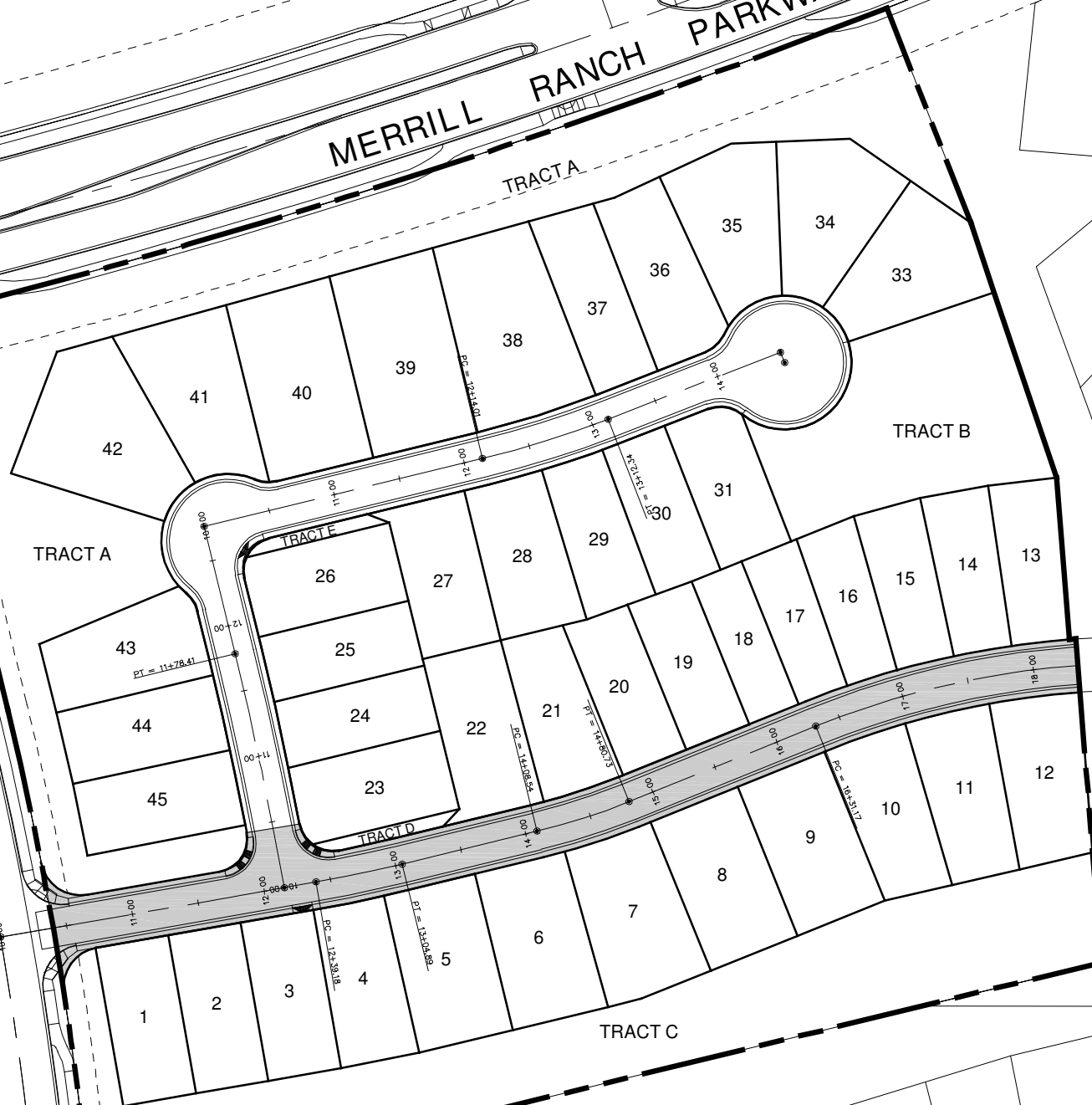
COMMUNITY PARK

UNIT 17




7580 N. Dobson Rd.,  
Suite 200  
Scottsdale, AZ  
85256  
(480) 818-6001

ROADWAY TURNOVER  
**PULTE GROUP**  
ANTHEM AT MERRILL RANCH  
**UNIT 15**  
TOWN OF FLORENCE, AZ





	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u></b> <b>11c.</b>
<b>MEETING DATE:</b> October 3, 2016  <b>DEPARTMENT:</b> Public Works  <b>STAFF PRESENTER:</b> Christopher A. Salas Public Works Director/Town Engineer  <b>SUBJECT:</b> Acceptance of the Public Improvements for Spirit Way IV, partial acceptance		<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:**

Approve the partial acceptance of the improvements for Anthem at Merrill Ranch Spirit Way IV Station 35+50 through 48+00, prior to the start of the warranty period, which shall be the date of this approval.

**BACKGROUND/DISCUSSION:**

The Town Engineer has found that all of the pavements, utilities, storm sewer, grading/drainage improvements and all other required improvements within the right-of-way/easements have been constructed in accordance with the requirements of the Town Code and specified engineering standards.

The following documentation represents the prerequisite for approval including the delivery of required certification together with test results and as-built drawings.

**DOCUMENTATION**

- Final Grading and Drainage As-Builts
- Final Paving and Profile Plans
- Final Water and Sewer Plans As-Builts
- Water Pressure, Leak, Chlorine and Bacteria Testing
- Sewer Pressure, Mandrel, Camera, Vacuum, Insecticide Testing
- Material Testing Package
- Engineers Certificates of Construction for Water and Sewer
- Arizona Department of Environmental Quality Approval of Construction for Water and Sewer
- Fire Department Acceptance Document
- Johnson Utilities Acceptance Document
- Dry Utility Drawings

Spirit Way IV, partial acceptance is located in the Anthem at Merrill Ranch Subdivision, owned by Pulte Homes, Inc. Pulte Homes, Inc. has completed the public improvements necessary for the development of Spirit Way IV partial acceptance of the Anthem at Merrill Ranch subdivision and has requested the Town of Florence accept the completed improvements for ownership and maintenance.

All improvements in the public right-of-way or easements have been constructed under inspection and approval of the Town Engineer/Public Works Department and/or utility company having jurisdiction. The following improvements with regards to Spirit Way IV Partial Acceptance have been completed and are subject to a one year warranty period prior to acceptance for maintenance: grading, paving, concrete, water, sewer, signing, pavement markings, and storm drain. Street lighting has been completed and is subject to a two year warranty period prior to maintenance acceptance. Acceptance of maintenance of these improvements will be by separate document at the end of the warranty period.

The developer shall maintain the subdivision improvements, free from defects, for the warranty period and shall promptly correct any defect which they have noticed or which the Town discovers which occurs prior to the terminus of the warranty period from the date of the acceptance of all improvements.

**FINANCIAL IMPACT:**

Acquisition of infrastructure assets will be based upon acceptance of assets by the Town Council recorded, as specified in the Capital Asset Policy and Procedure, prior to acceptance for maintenance/replacement by the Town. A summary of quantities for each asset will be accepted into the Town's maintenance system, (excepting water/sewer utilities).

**STAFF RECOMMENDATION:**

Staff recommends approval of the action due to the potential social and economic impacts and affects of new subdivisions within Florence. The proposed acceptance of this development may change the lives of current and future residents by measurement of the potential socio-economic impacts such as:

- Change in demographics
- Resulting retail / service and housing benefits
- Change in employment and income levels
- Changes in quality of life in the community
- Satisfying current housing needs
- Specialty house meeting the needs of the groups considered

**ATTACHMENTS:**

Map



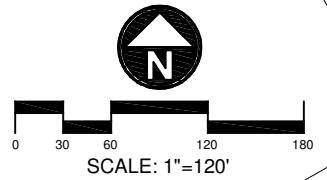
UNIT 30  
(PROPOSED)

UNIT 24  
(PROPOSED)

ROADWAY TURNOVER  
STA 35+50 THRU 48+00


UNIT 22B

UNIT 16



7580 N. Dobson Rd.,  
Suite 200  
Scottsdale, AZ  
85256  
(480) 818-6001

ROADWAY TURNOVER  
**PULTE GROUP**  
ANTHEM AT MERRILL RANCH  
SPIRIT WAY - PHASE 4  
TOWN OF FLORENCE, AZ

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u> 11d.</b>
<b>MEETING DATE:</b> October 3, 2016  <b>DEPARTMENT:</b> Public Works  <b>STAFF PRESENTER:</b> Christopher A. Salas Public Works Director/Town Engineer  <b>SUBJECT:</b> Acceptance of the Public Improvements for the Anthem at Merrill Ranch Subdivision Unit 16		<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:**

Acceptance of the improvements for the Anthem at Merrill Ranch Unit 16, prior to the start of the warranty period, which shall be the date of this approval.

**BACKGROUND/DISCUSSION:**

The Town Engineer has found that all of the pavements, utilities, storm sewer, grading/drainage improvements and all other required improvements within the right-of-way/easements have been constructed in accordance with the requirements of the Town Code and specified engineering standards.

The following documentation represents the prerequisite for approval including the delivery of required certification together with test results and as-built drawings.

**DOCUMENTATION**

- Final Grading and Drainage As-Builts
- Final Paving and Profile Plans
- Final Water and Sewer Plans As-Builts
- Water Pressure, Leak, Chlorine and Bacteria Testing
- Sewer Pressure, Mandrel, Camera, Vacuum, Insecticide Testing
- Material Testing Package
- Engineers Certificates of Construction for Water and Sewer
- Arizona Department of Environmental Quality Approval of Construction for Water and Sewer
- Fire Department Acceptance Document
- Johnson Utilities Acceptance Document
- Dry Utility Drawings

The property is located in the Anthem at Merrill Ranch Subdivision, owned by Pulte Homes, Inc. Pulte Homes, Inc. has completed the public improvements necessary for the development of Unit 16 of the Anthem at Merrill Ranch subdivision and has requested the Town of Florence accept the completed improvements for ownership and maintenance.

All improvements in the public right-of-way or easements have been constructed under inspection and approval of the Town Engineer/Public Works Department and/or utility company having jurisdiction. The following improvements with regards to Unit 16 have been completed and are subject to a one year warranty period prior to acceptance for maintenance: grading, paving, concrete, water, sewer, signing, pavement markings, and storm drain. Street lighting has been completed and is subject to a two year warranty period prior to maintenance acceptance. Acceptance of maintenance of these improvements will be by separate document at the end of the warranty period.

The developer shall maintain the subdivision improvements, free from defects, for the warranty period and shall promptly correct any defect which they have noticed or which the Town discovers which occurs prior to the terminus of the warranty period from the date of the acceptance of all improvements.

#### **FINANCIAL IMPACT:**

Acquisition of infrastructure assets will be based upon acceptance of assets by the Town Council recorded as specified in the Capital Asset Policy and Procedure prior to acceptance for maintenance/replacement by the Town. A summary of quantities for each asset will be accepted into the Town's maintenance system, (excepting water/sewer utilities).

#### **STAFF RECOMMENDATION:**

Staff recommends approval of the action due to the potential social and economic impacts and affects of new subdivisions within Florence. The proposed acceptance of this development may change the lives of current and future residents by measurement of the potential socio-economic impacts such as:

- Change in demographics
- Resulting retail / service and housing benefits
- Change in employment and income levels
- Changes in quality of life in the community
- Satisfying current housing needs
- Specialty house meeting the needs of the groups considered

#### **ATTACHMENTS:**

Re-Plat Unit 16

RE-PLAT

ANTHEM AT MERRILL RANCH UNIT 16 (2014-042567, PCR) (TOWN OF FLORENCE, AZ)

SITUATED WITHIN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 8 EAST AND THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

STATE OF ARIZONA } SS.

COUNTY OF PINAL }

KNOW ALL MEN BY THESE PRESENTS:

PULTE HOME CORPORATION, A MICHIGAN CORPORATION, (HEREINAFTER REFERRED TO IN THIS RE-PLAT AS THE "MASTER DEVELOPER"); AND POSTON BUTTE GOLF CLUB, LLC, A MICHIGAN LIMITED LIABILITY COMPANY, (HEREINAFTER REFERRED TO IN THIS RE-PLAT AS THE "GOLF CLUB") AS OWNERS HAVE RE-SUBDIVIDED UNDER THE NAME RE-PLAT ANTHEM AT MERRILL RANCH - UNIT 16, LOCATED WITHIN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 8 EAST AND THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AND HEREBY DECLARES THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, STREETS, AND EASEMENTS CONSTITUTING SAME AND THAT SAID LOTS, TRACTS AND STREETS SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN EACH RESPECTIVELY.

THE "MASTER DEVELOPER" IS THE OWNER OF FEE TITLE IN: (A) THE PROPERTY BEING DEDICATED ON THIS PLAT TO THE PUBLIC FOR PURPOSES AND ALL INCIDENTALS THERE TO; AND (B) THE PROPERTY, EXCEPT TRACT B, UPON OR ACROSS WHICH EASEMENTS ARE BEING DEDICATED ON THIS PLAT TO THE PUBLIC. THE "MASTER DEVELOPER" HEREBY WARRANTS TO TOWN OF FLORENCE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, THE TITLE TO SUCH PROPERTY AGAINST ALL PERSONS.

THE "GOLF CLUB" IS THE OWNER OF FEE TITLE IN TRACT B UPON OR ACROSS WHICH EASEMENTS ARE BEING DEDICATED ON THIS PLAT TO THE PUBLIC. THE "GOLF CLUB" HEREBY WARRANTS TO TOWN OF FLORENCE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, THE TITLE TO SUCH PROPERTY AGAINST ALL PERSONS.

STREET RIGHT-OF-WAY SHOWN ON THIS PLAT ARE DEDICATED TO THE PUBLIC FOR ROADWAY PURPOSES INCLUDING, BUT NOT LIMITED TO, ACCESS, DRAINAGE, TELECOMMUNICATIONS AND PUBLIC UTILITIES.

THE MAINTENANCE OF LANDSCAPING WITHIN THE PUBLIC RIGHT-OF-WAY TO BACK OF CURB SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS' ASSOCIATION OR THE ADJUTING PROPERTY OWNER.

EASEMENTS ARE DEDICATED AS SHOWN ON THIS PLAT. AS DESIGNATED ON THIS PLAT, ONE FOOT WIDE VEHICULAR NON-ACCESS EASEMENTS PROHIBITING VEHICULAR INGRESS AND EGRESS ARE HEREBY DEDICATED TO THE PUBLIC UPON ALL LOTS ADJACENT TO DRAINAGE EASEMENTS, TRACTS, OR FACILITIES AND/OR ADJACENT TO ARTERIAL OR COLLECTOR STREETS.

PULTE HOME CORPORATION, A MICHIGAN CORPORATION (GRANTOR) DOES HEREBY CONVEY TO SUN CITY ANTHEM AT MERRILL RANCH COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION (GRANTEE), THE FOLLOWING REAL PROPERTY TOGETHER WITH ALL RIGHTS AND PRIVILEGES APPURTENANT THERETO, TO WIT: TRACTS A, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, AND V AS DEPICTED HEREON.

NON-EXCLUSIVE DRAINAGE EASEMENTS ARE HEREBY DEDICATED TO THE PUBLIC UPON, OVER, ACROSS AND THROUGH TRACTS A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U AND V AND/OR THOSE AREAS DESIGNATED AS SUCH HEREON. NO USE SHALL BE PERMITTED WITHIN THE DRAINAGE EASEMENTS WHICH WOULD PROHIBIT OR INTERFERE WITH THE DRAINAGE USE. MAINTENANCE OF THE DRAINAGE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE SUN CITY ANTHEM AT MERRILL RANCH COMMUNITY ASSOCIATION. SHOULD THE ASSOCIATION NOT ADEQUATELY MAINTAIN THE DRAINAGE EASEMENTS, THE GOVERNING ENTITY HAVING JURISDICTION OVER THE AREA IN WHICH THE DRAINAGE EASEMENTS ARE LOCATED, AT ITS DISCRETION, MAY ENTER UPON AND MAINTAIN THE DRAINAGE EASEMENTS, AND CHARGE THE COMMUNITY ASSOCIATION THE COST OF THE MAINTENANCE. ALL OTHER EASEMENTS ARE SUBORDINATE TO THE DRAINAGE EASEMENTS.

PUBLIC UTILITY FACILITY EASEMENTS ARE HEREBY DEDICATED TO THE PUBLIC UPON, OVER, UNDER, ACROSS AND THROUGHOUT THOSE AREAS DESIGNATED AS SUCH HEREON FOR THE INSTALLATION, MAINTENANCE, REPAIR, AND REMOVAL OF UNDERGROUND UTILITIES, INCLUDING, BUT NOT LIMITED TO, WATER, SEWER, GAS, ELECTRIC, AND TELECOMMUNICATIONS. MAINTENANCE OF THE AREAS SUBJECT TO SUCH PUBLIC UTILITY FACILITY EASEMENTS SHALL BE THE RESPONSIBILITY OF THE LOT OR TRACT OWNER.

IN WITNESS WHEREOF: PULTE HOME CORPORATION, AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND HAS EXECUTED THIS SUBDIVISION PLAT BY THE SIGNATURE OF THE UNDERSIGNED, DULY AUTHORIZED, THIS 22nd DAY OF August, 2014.

PULTE HOME CORPORATION, A MICHIGAN CORPORATION;

ITS: Vice President Land

ACKNOWLEDGEMENT

STATE OF Arizona } SS.

COUNTY OF Maricopa }

ON THIS 22nd DAY OF August, 2014, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED.

Samuel C. Colgan, who acknowledged self to be the person whose name is subscribed to the INSTRUMENT WITHIN, AND WHO EXECUTED THE FORGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

Cindy R. Coates, Notary Public

DATE: 8/22/14

MY COMMISSION EXPIRES: April 9, 2015

IN WITNESS WHEREOF: POSTON BUTTE GOLF CLUB, AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND HAS EXECUTED THIS SUBDIVISION RE-PLAT BY THE SIGNATURE OF THE UNDERSIGNED, DULY AUTHORIZED, THIS 22nd DAY OF August, 2014.

POSTON BUTTE GOLF CLUB, LLC, A MICHIGAN LIMITED LIABILITY COMPANY;

BY: M. Johnson

ITS: President

ACKNOWLEDGEMENT

STATE OF Arizona } SS.

COUNTY OF Maricopa }

ON THIS 22nd DAY OF August, 2014, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED.

Michael Brad Schoenberg, who acknowledged self to be the person whose name is subscribed to the INSTRUMENT WITHIN, AND WHO EXECUTED THE FORGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

Cindy R. Coates, Notary Public

DATE: 8/22/14

MY COMMISSION EXPIRES: April 9, 2015

IN WITNESS WHEREOF: SUN CITY ANTHEM AT MERRILL RANCH COMMUNITY ASSOCIATION, INC., AS GRANTEE, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND HAS EXECUTED THE CONVEYANCE OF TRACTS A, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U AND V BY THE SIGNATURE OF THE UNDERSIGNED, DULY AUTHORIZED,

THIS 22nd DAY OF August, 2014.

SUN CITY ANTHEM AT MERRILL RANCH COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION;

BY: R. Jones

ITS: Vice President

ACKNOWLEDGEMENT

STATE OF Arizona } SS.

COUNTY OF Maricopa }

ON THIS 22nd DAY OF August, 2014, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED.

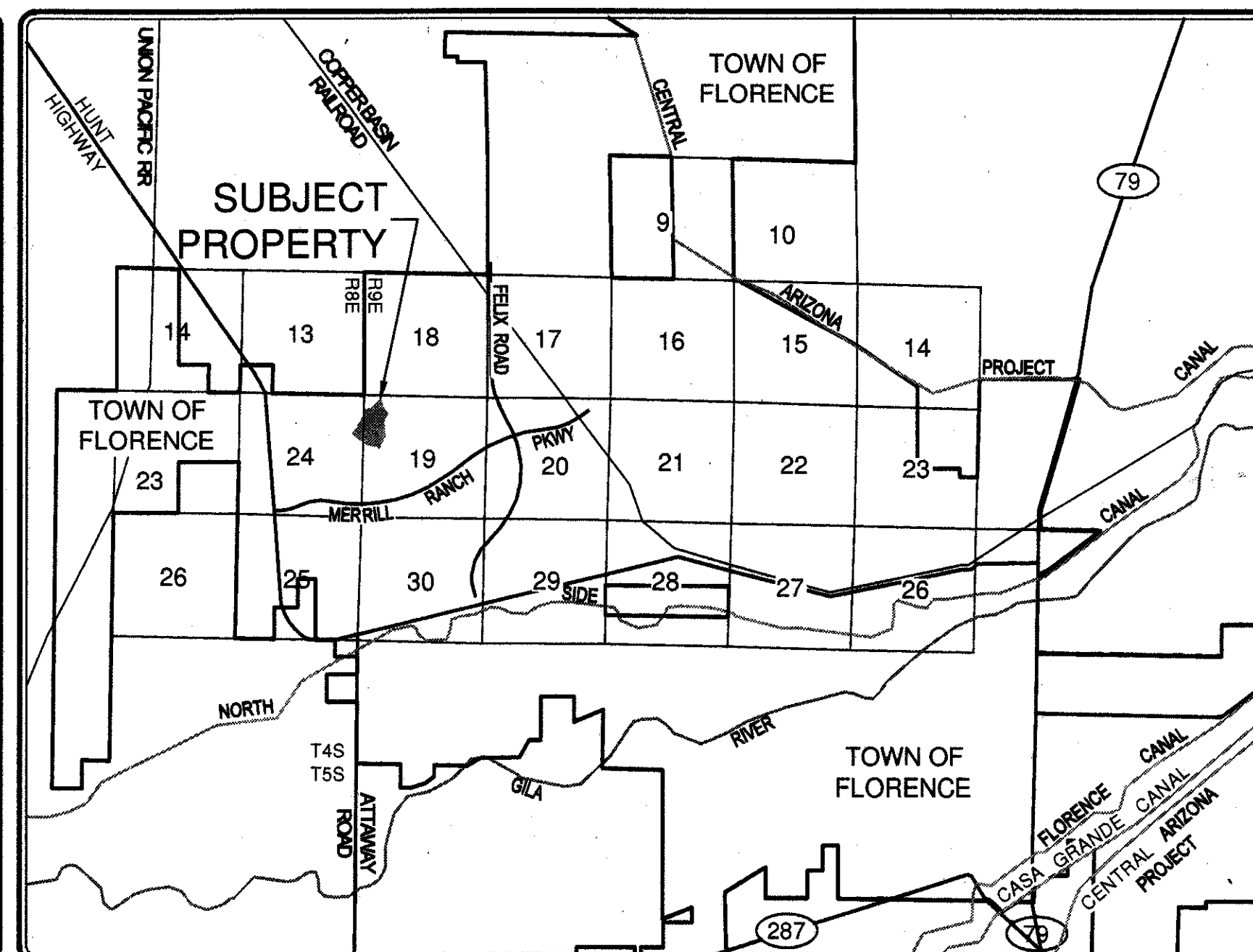
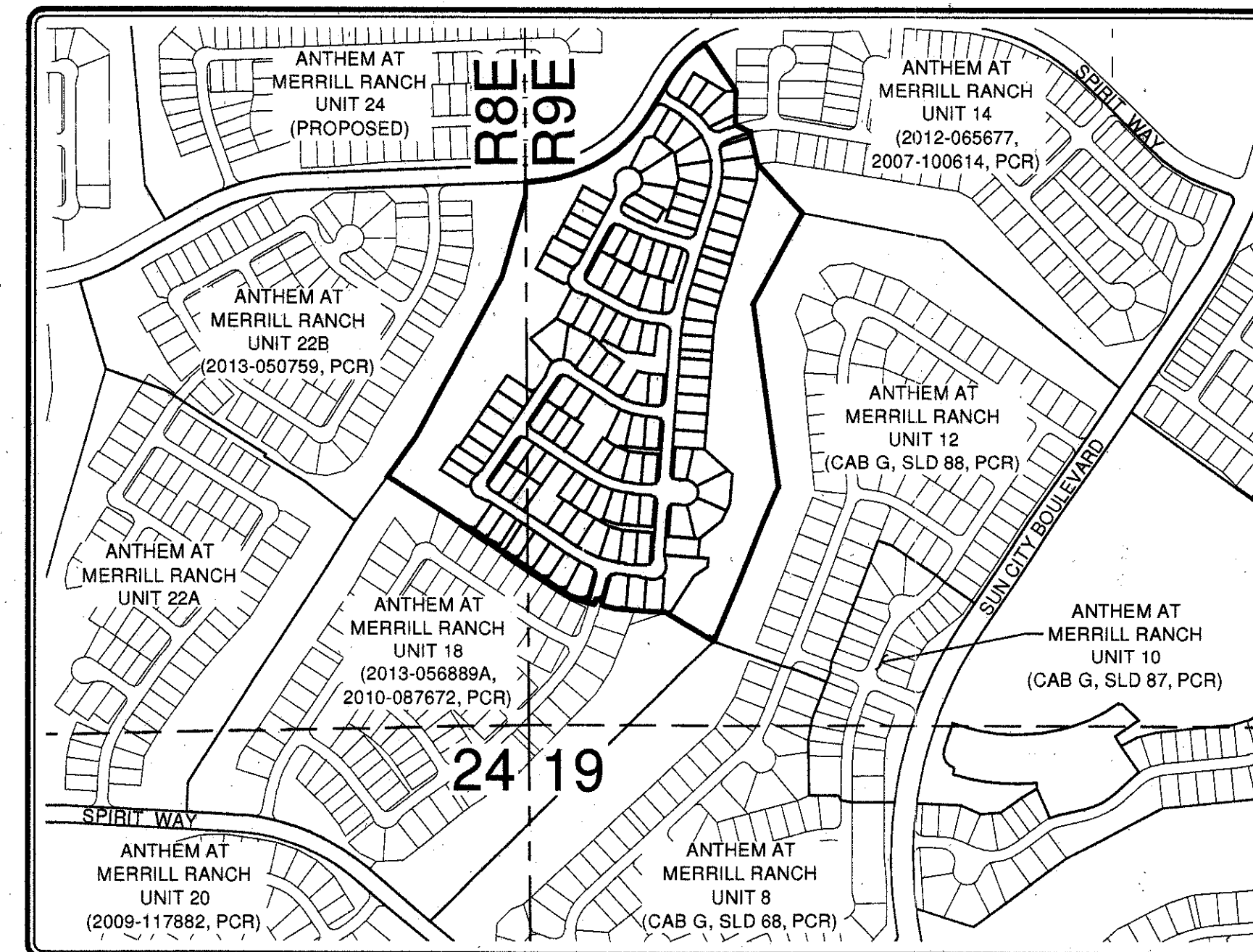
Dea Bonow, who acknowledged self to be the person whose name is subscribed to the INSTRUMENT WITHIN, AND WHO EXECUTED THE FORGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

Cindy R. Coates, Notary Public

DATE: 8/22/14

MY COMMISSION EXPIRES: April 9, 2015



SHEET INDEX

Table with columns: SHEET NO., CONTENTS. Lists sheets 1 through 8 and their corresponding contents like COVER SHEET, INDEX MAP, and UNIT LAYOUTS.

TRACT AREA TABLE...UNIT 16

Table with columns: TRACT, AREA (AC), USAGE. Lists tracts A through V with their respective areas and uses such as landscape, drainage, and storm drain.

GENERAL NOTES

- List of 12 general notes regarding weather access, dwelling units, subdivision restrictions, utility easements, construction limitations, and monumentation.

MERRILL RANCH COMMUNITY FACILITIES DISTRICT

NOTWITHSTANDING THE FOREGOING, THE OWNERS HEREBY RESERVE ANY AND ALL INTERESTS IN INFRASTRUCTURE-RELATED REAL PROPERTY. THE RESERVATION OF SUCH INTERESTS IS ONLY TO THE EXTENT NECESSARY TO ACCOMMODATE THE DISTRICT'S ACQUISITION OF, AND PAYMENT TO THE OWNERS FOR, SUCH INTERESTS AND ANY RELATED PUBLIC INFRASTRUCTURE AS CONTEMPLATED BY THE DEVELOPMENT AGREEMENT AND THE PRE-ANNEXATION AGREEMENT.

BASIS OF BEARING

THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 24, (THE EAST QUARTER CORNER BEING A FOUND A 3" AC, LS 11893 AND THE NORTHEAST CORNER BEING A FOUND GLO BRASS CAP), TOWNSHIP 4 SOUTH, RANGE 8 EAST, OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA; BEARING BEING N00°25'55"W. HORIZONTAL DISTANCE BETWEEN MONUMENTS BEING 2639.77'.

WATER AND SEWER SERVICE CERTIFICATION

ANTHEM AT MERRILL RANCH UNIT 16 IS WITHIN THE SERVICE AREA OF JOHNSON UTILITIES, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO A.R.S. 45-576. A COMMITMENT TO SUPPLY WATER SERVICE TO THIS PLATTED SUBDIVISION HAS BEEN RECEIVED FROM SAID COMPANY AS EVIDENCED BY JOHNSON UTILITIES DRINKING WATER SERVICE AGREEMENT, A COPY OF WHICH IS SUBMITTED WITH THIS PLAT.

JOHNSON UTILITIES, L.L.C. AN ARIZONA LIMITED LIABILITY COMPANY

BY: George H. Johnson

ITS: Vice President

ACKNOWLEDGEMENT

STATE OF Arizona } SS.

COUNTY OF Maricopa }

ON THIS 25th DAY OF Aug, 2014, BEFORE ME, THE UNDERSIGNED, PERSONALLY

APPEARED George H. Johnson who acknowledged self to be the person whose name is subscribed to the INSTRUMENT WITHIN, AND WHO EXECUTED THE FORGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

Michelle E. Belaski, Notary Public

DATE: 8-25-14

MY COMMISSION EXPIRES: 9-2, 2014

COUNTY RIGHT-OF-WAY EASEMENT

ABANDONED AS PART OF THIS RECORDING

Table with columns: PCR No., AREA (AC), USAGE. Lists PCR numbers and areas for right-of-way easements.

APPROVALS

BY ACCEPTANCE OF THIS PLAT, THE TOWN OF FLORENCE AGREES TO THE VACATION OR ABANDONMENT OF THE EASEMENTS DESCRIBED OR SHOWN HEREON AS BEING VACATED OR ABANDONED

APPROVED BY THE PLANNING DIRECTOR AND THE TOWN ENGINEER OF THE TOWN OF FLORENCE, ARIZONA, THIS 27th DAY OF August, 2014.

APPROVED BY: Madeline K... DATE: 8/27/14

APPROVED BY: Ray G... DATE: 8/27/14

APPROVED BY THE COUNCIL OF THE TOWN OF FLORENCE, ARIZONA, THIS 2nd DAY OF December, 2013.

APPROVED BY: Jon J. Rankin, Mayor DATE: 9-9-14

ATTEST: [Signature] TOWN CLERK DATE: 9-9-14

RECORDER section with recording details for State of Arizona, County of Pinal, recording date 08-22-14, and recording number 1068.

DEVELOPER / OWNER: PULTE HOME CORP. 16787 PERIMETER DRIVE STE. 100 SCOTTSDALE, AZ 85260-1042. OWNER: POSTON BUTTE GOLF CLUB, LLC. SURVEYOR: BAXTER DESIGN GROUP.

LAND USE INFORMATION table showing Gross Area (41.4473 ACRES), Open Space (17.1715 ACRES), Right-of-Way Area (5.4277 ACRES), Net Area (36.0196 ACRES), Total Lots (111), Proposed Density (2.6781 D.U./AC), and Zoning (P.U.D. R-1).

UTILITIES AND SERVICES

Table listing utilities and services: Gas (Southwest Gas), Sewer (Johnson Utilities Co), Water (Johnson Utilities Co), Electric (Arizona Public Service), Telephone (Century Link), Solid Waste Disposal (Town of Florence), Cable (Cox/Quest), Police (Town of Florence), Fire (Fire Department), Schools (Florence Unified School District).

BAXTER DESIGN GROUP logo and contact information: 7580 N. Dobson Rd., Suite 200, Scottsdale, AZ 85266, (480) 818-6001.

SURVEYOR CERTIFICATION

THIS IS TO CERTIFY THAT THIS PLAT IS CORRECT AND ACCURATE AND THE MONUMENTS DESCRIBED HEREIN HAVE EITHER BEEN SET OR LOCATED AS DESCRIBED TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Notary seal for Michelle E. Belaski, Notary Public - Arizona, Maricopa County, My Commission Expires September 2, 2014.

Table with columns: DATE, DESIGNED BY, DRAWN BY, REVIEWED BY, PROJECT, ISSUE. Lists project details for August 20, 2014.

PULTE GROUP ANTHEM AT MERRILL RANCH RE-PLAT UNIT 16. SITUATED WITHIN THE NORTHEAST QUARTER OF SECTION 24, T4S, R8E AND THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA.

UNIT 16 COVER SHEET SHEET 1 OF 8. Includes small text at the bottom: File name: 742\_Antem Unit 16 FP 100.dwg | plot date: August 20, 2014 | plotted by: csmiles

VERSION 5

**LEGAL DESCRIPTION**

A parcel of land lying within the Northeast quarter of Section 24, Township 4 South, Range 8 East and the Northwest quarter of Section 19, Township 4 South, Range 9 East of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

Commencing at the East quarter corner of said Section 24 (found a 3" aluminum cap, LS 11893) from which the Northeast corner of Section 24 (found a GLO brass cap) bears North 00 degrees 25 minutes 55 seconds West (basis of bearing), 2639.77 feet. Also from the East quarter corner, the Center quarter corner of Section 24 (found a 1/2" rebar, LS 13021) bears South 88 degree 42 minutes 23 seconds West, 2590.82 feet;

Thence North 00 degree 25 minutes 55 seconds West along the East line of the Northeast quarter of Section 24, a distance of 902.62 feet to a point from which the Northeast corner bears North 00 degree 25 minutes 55 seconds West, 1737.15 feet;

Thence departing said East line, South 89 degrees 34 minutes 05 seconds West, 503.76 feet to the POINT OF BEGINNING;

Thence North 34 degrees 48 minutes 04 seconds East, 179.27 feet;

Thence North 27 degrees 58 minutes 08 seconds East, 659.20 feet;

Thence North 16 degrees 26 minutes 10 seconds East, 299.12 feet;

Thence North 00 degrees 25 minutes 55 seconds West, 50.94 feet;

Thence North 87 degrees 43 minutes 10 seconds East, 20.46 feet;

Thence Northeastly, an arc distance of 532.10 feet along a curve to the left having a radius of 530.00 feet and a central angle of 57 degrees 31 minutes 21 seconds;

Thence North 30 degrees 11 minutes 49 seconds East, 111.98 feet;

Thence Northeastly, an arc distance of 190.40 feet along a curve to the right having a radius of 420.00 feet and a central angle of 25 degrees 58 minutes 28 seconds;

Thence South 34 degrees 02 minutes 41 seconds East, 202.74 feet;

Thence South 00 degrees 59 minutes 48 seconds West, 125.00 feet;

Thence South 64 degrees 47 minutes 43 seconds East, 59.69 feet;

Thence South 13 degrees 07 minutes 59 seconds East, 116.75 feet;

Thence South 42 degrees 15 minutes 27 seconds East, 239.97 feet;

Thence South 28 degrees 38 minutes 00 seconds West, 368.73 feet;

Thence South 07 degrees 53 minutes 06 seconds East, 674.66 feet;

Thence South 22 degrees 40 minutes 32 seconds West, 604.15 feet;

Thence North 58 degrees 49 minutes 36 seconds West, 200.88 feet;

Thence North 85 degrees 47 minutes 28 seconds West, 180.35 feet;

Thence North 75 degrees 01 minutes 39 seconds West, 49.26 feet;

Thence North 18 degrees 43 minutes 04 seconds West, 18.03 feet;

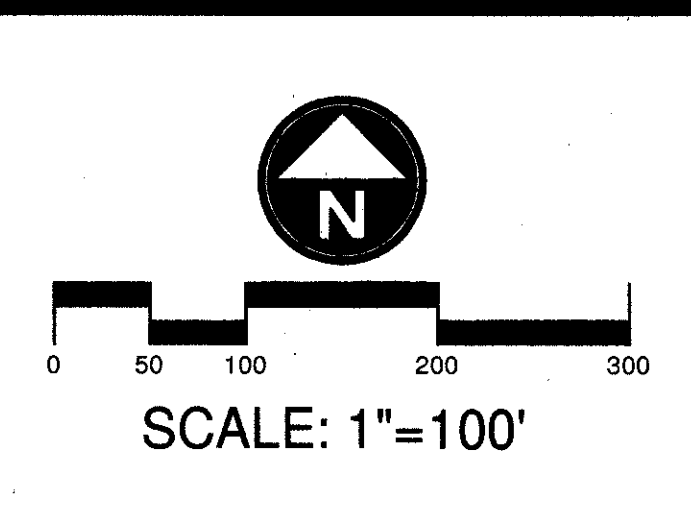
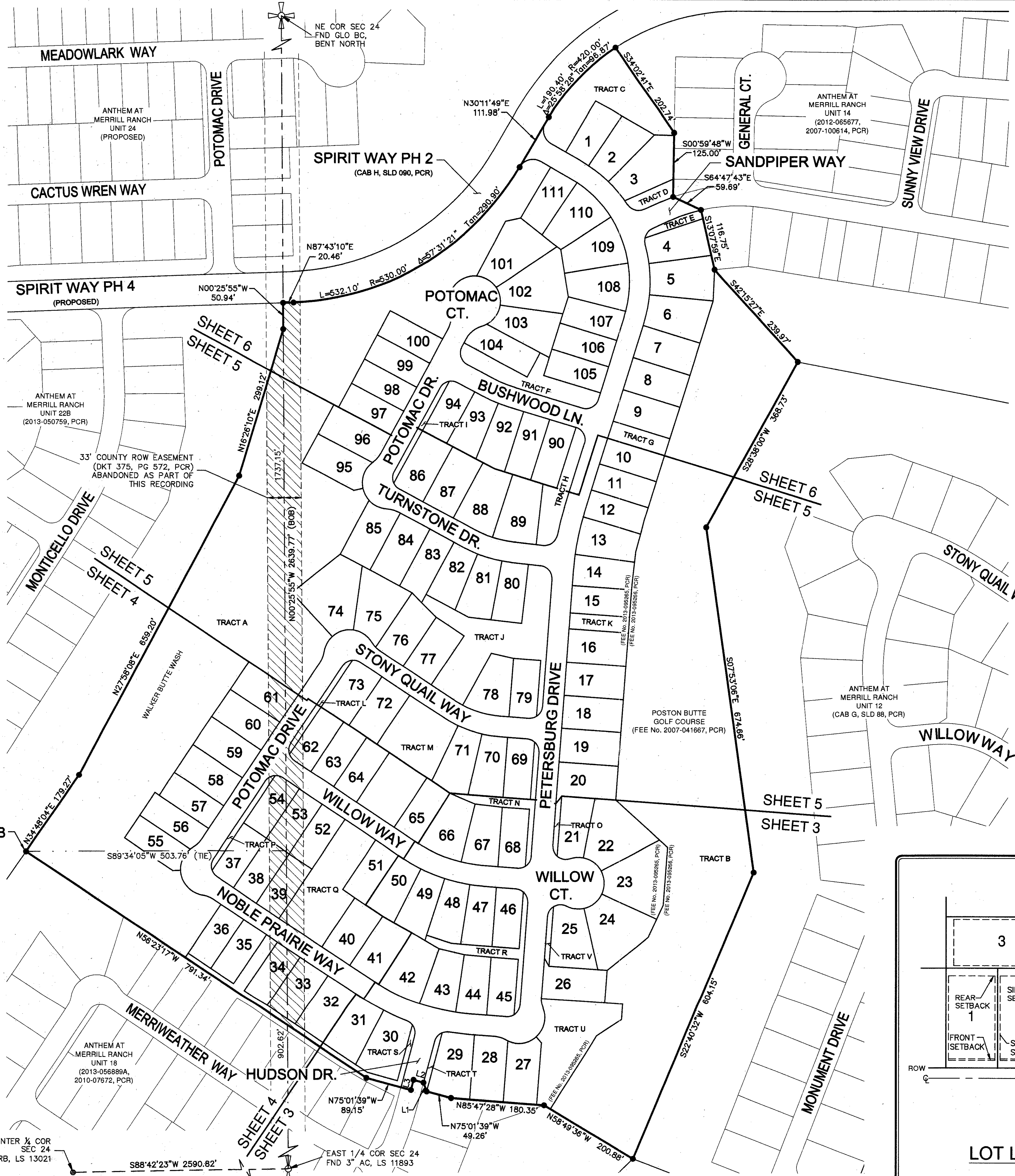
Thence North 75 degrees 01 minutes 39 seconds West, 20.00 feet;

Thence South 14 degrees 58 minutes 21 seconds West, 20.40 feet;

Thence North 75 degrees 01 minutes 39 seconds West, 89.15 feet;

Thence North 56 degrees 23 minutes 17 seconds West, 791.34 feet to the POINT OF BEGINNING.

Containing 41.4473 acres, more or less.



**RECORDER**

STATE OF ARIZONA }  
 COUNTY OF PINAL } SS  
 2 of 8

I hereby certify that the within instrument is filed in the official records of this County as Fee No. 2014-052114  
 Date: 8-20-14  
 Request of: TOWN OF FLORENCE  
 Witness my hand and official seal.  
 Virginia Ross Pinal County Recorder  
 By: *[Signature]* Deputy

**SYMBOL LEGEND**

- SECTION CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
- QUARTER CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
- CENTERLINE MONUMENT (BRASS CAP, OR AS NOTED)
- 1/2" REBAR & CAP, RLS 21065, SET (UNLESS NOTED OTHERWISE)

**LINE LEGEND**

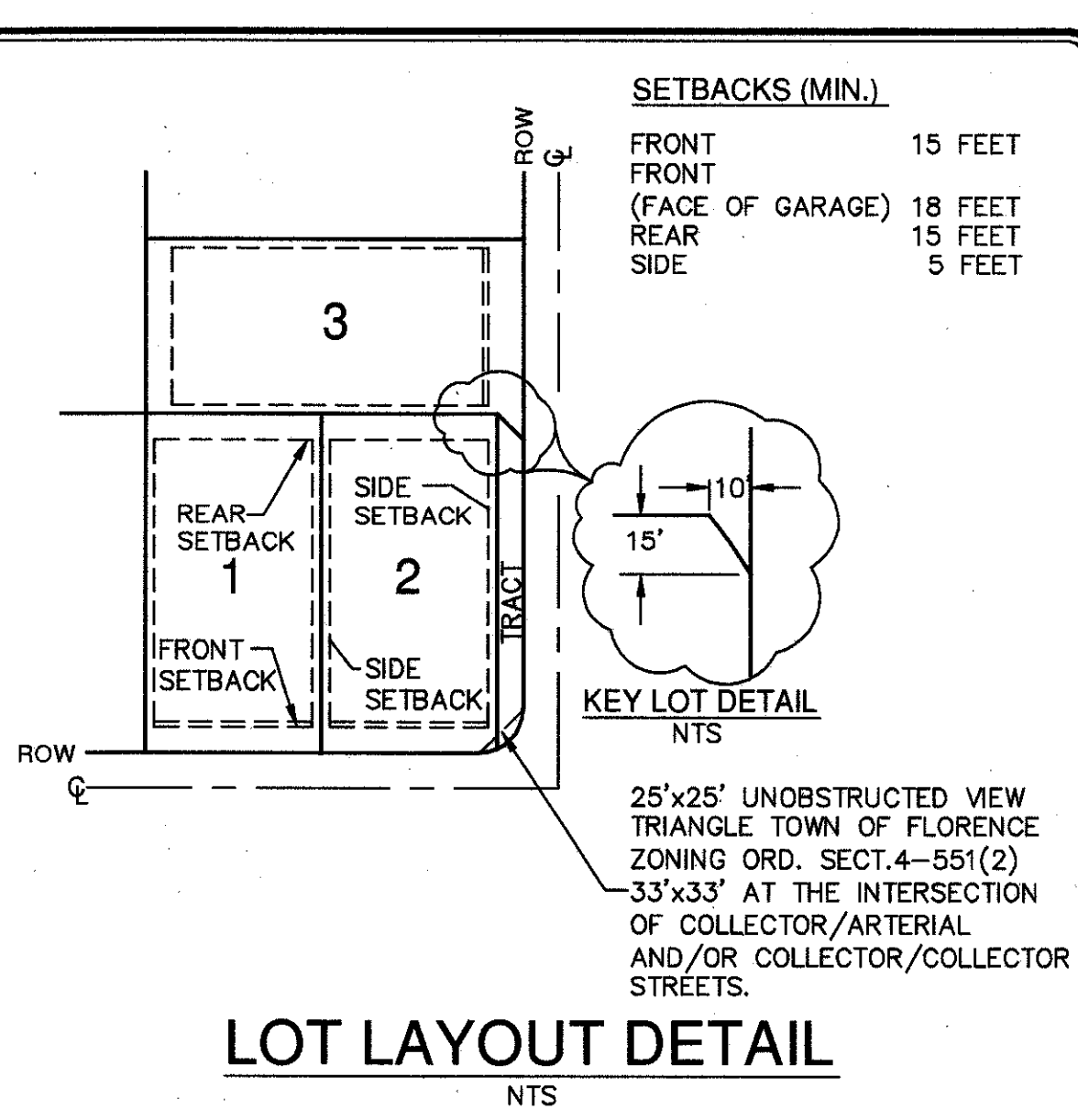
- BREAK LINE
- CENTERLINE OF ROADWAY
- EASEMENT LINE
- PLAT BOUNDARY
- PROPERTY LINE
- ROW
- SECTION LINE
- TERMINAL POINT ON ROW INDICATES THAT PORTION OF THE 33' COUNTY ROW EASEMENT TO BE ABANDONED AS PART OF THIS RECORDING.

**ABBREVIATIONS**

- (AC) ACRE
- ALU ALUMINUM CAP
- BC BRASS CAP
- BOOK
- (BOB) BASIS OF BEARING
- CMU CONCRETE MASONRY UNIT
- DKT DOCKET
- FND FOUND MONUMENT
- GLO GENERAL LAND OFFICE
- LE LANDSCAPE EASEMENT
- LS# LAND SURVEYORS REGISTRATION No.
- (M) MEASURED
- MOL MORE OR LESS
- NO ID NO IDENTIFICATION, (NO LS No.)
- (NR) RADIAL TO CURVE
- NTS NOT TO SCALE
- PCR PINAL COUNTY RECORDER
- PC PAGE
- POB POINT OF BEGINNING
- PUFE PUBLIC UTILITY FACILITY EASEMENT/ DRAINAGE EASEMENT
- (R) RECORD
- R# RANGE LINE No. EAST
- (RB) RADIAL BEARING
- ROW RIGHT OF WAY
- SEC# SECTION No.
- SDE STORM DRAIN EASEMENT
- SLD SLIDE
- SSE SANITARY SEWER EASEMENT
- SDT SIGHT DISTANCE TRIANGLE
- T# TOWNSHIP LINE No. SOUTH
- TOF TOWN OF FLORENCE
- UNVT UNOBSERVED VIEW TRIANGLE
- VNAE VEHICULAR NON-ACCESS EASEMENT
- WME WALL MAINTENANCE EASEMENT

**LINE TABLE**

LINE	BEARING	DISTANCE
L1	N18°43'04"W	18.03'
L2	N75°01'39"W	20.00'
L3	S14°58'21"W	20.40'



**BAXTER DESIGN GROUP**

DATE: AUGUST 20, 2014  
 DESIGNED BY: BDG  
 DRAWN BY: STS  
 REVIEWED BY: JWW  
 PROJECT: RE-SUBDIVISION

APPROVED BY: *[Signature]*  
 43021 J. W. WEEKS  
 08/20/14  
 PINAL COUNTY, ARIZONA U.S.A.  
 EXPIRES 9/30/2014


**PULTE GROUP**

**ANHEIM AT MERRILL RANCH RE-PLAT UNIT 16**

SITUATED WITHIN THE NORTHEAST QUARTER OF SECTION 24, T4S, R8E AND THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

**UNIT 16 INDEX MAP SHEET 2 OF 8**

path: K:\142-ANHEIM\UNITS\UNIT-16-AMR14-PLUS\Gd Drawing  
 file name: 142-AMR UNIT 16 PP 100.dwg | plot date: August 20, 2014 | plotted by: cmorris

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u></b> <b>11e.</b>
<b>MEETING DATE:</b> October 3, 2016  <b>DEPARTMENT:</b> Public Works  <b>STAFF PRESENTER:</b> Christopher A. Salas Public Works Director/Town Engineer  <b>SUBJECT:</b> Acceptance of the Public Improvements for the Anthem at Merrill Ranch Subdivision Unit 36		<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:**

Acceptance of the improvements of the Anthem at Merrill Ranch Unit 36, prior to the start of the warranty period, which shall be the date of this approval.

**BACKGROUND/DISCUSSION:**

The Town Engineer has found that all of the pavements, utilities, storm sewer, grading/drainage improvements and all other required improvements within the right-of-way/easements have been constructed in accordance with the requirements of the Town Code and specified engineering standards.

The following documentation represents the prerequisite for approval including the delivery of required certification together with test results and as-built drawings.

**DOCUMENTATION**

- Final Grading and Drainage As-Builts
- Final Paving and Profile Plans
- Final Water and Sewer Plans As-Builts
- Water Pressure, Leak, Chlorine and Bacteria Testing
- Sewer Pressure, Mandrel, Camera, Vacuum, Insecticide Testing
- Material Testing Package
- Engineers Certificates of Construction for Water and Sewer
- Arizona Department of Environmental Quality Approval of Construction for Water and Sewer
- Fire Department Acceptance Document
- Johnson Utilities Acceptance Document
- Dry Utility Drawings



The property is located in the Anthem at Merrill Ranch Subdivision, owned by Pulte Homes, Inc. Pulte Homes, Inc. has completed the public improvements necessary for the development of Unit 36 of the Anthem at Merrill Ranch subdivision and has requested the Town of Florence accept the completed improvements for ownership and maintenance.

All improvements in the public right-of-way or easements have been constructed under inspection and approval of the Town Engineer/Public Works Department and/or utility company having jurisdiction. The following improvements with regards to Unit 36 have been completed and are subject to a one year warranty period prior to acceptance for maintenance: grading, paving, concrete, water, sewer, signing, pavement markings, and storm drain. Street lighting has been completed and is subject to a two year warranty period prior to maintenance acceptance. Acceptance of maintenance of these improvements will be by separate document at the end of the warranty period.

The developer shall maintain the subdivision improvements, free from defects, for the warranty period and shall promptly correct any defect which they have noticed or which the Town discovers which occurs prior to the terminus of the warranty period from the date of the acceptance of all improvements.

**FINANCIAL IMPACT:**

Acquisition of infrastructure assets will be based upon acceptance of assets by the Town Council recorded, as specified in the Capital Asset Policy and Procedure, prior to acceptance for maintenance/replacement by the Town. A summary of quantities for each asset will be accepted into the Town's maintenance system, (excepting water/sewer utilities).

**STAFF RECOMMENDATION:**

Staff recommends approval of the action due to the potential social and economic impacts and affects of new subdivisions within Florence. The proposed acceptance of this development may change the lives of current and future residents by measurement of the potential socio-economic impacts such as:

- Change in demographics
- Resulting retail / service and housing benefits
- Change in employment and income levels
- Changes in quality of life in the community
- Satisfying current housing needs
- Specialty house meeting the needs of the groups considered

**ATTACHMENTS:**

Final Plat Unit 36

# FINAL PLAT ANTHEM AT MERRILL RANCH - UNIT 36 (TOWN OF FLORENCE, AZ)

A PORTION OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA.

## DEDICATION

STATE OF ARIZONA )  
COUNTY OF PINAL )

KNOW ALL MEN BY THESE PRESENTS:

PULTE HOME CORPORATION, A MICHIGAN CORPORATION, (HEREINAFTER REFERRED TO IN THIS PLAT AS THE "MASTER DEVELOPER"), AS OWNER HAS SUBDIVIDED UNDER THE NAME ANTHEM AT MERRILL RANCH - UNIT 36, LOCATED WITHIN SECTION 24, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AND HEREBY DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, STREETS, AND EASEMENTS CONSTITUTING SAME AND THAT SAID LOTS, TRACTS AND STREETS SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN EACH RESPECTIVELY.

THE "MASTER DEVELOPER" IS THE OWNER OF FEE TITLE IN: (A) THE PROPERTY BEING DEDICATED ON THIS PLAT TO THE PUBLIC FOR PURPOSES AND ALL INCIDENTS THERE TO; AND (B) THE PROPERTY UPON OR ACROSS WHICH EASEMENTS ARE BEING DEDICATED ON THIS PLAT TO THE PUBLIC. THE "MASTER DEVELOPER" HEREBY WARRANTS TO TOWN OF FLORENCE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, THE TITLE TO SUCH PROPERTY AGAINST ALL PERSONS.

STREET RIGHT-OF-WAY SHOWN ON THIS PLAT ARE DEDICATED TO THE PUBLIC FOR ROADWAY PURPOSES INCLUDING, BUT NOT LIMITED TO, ACCESS, DRAINAGE, TELECOMMUNICATIONS AND PUBLIC UTILITIES.

THE MAINTENANCE OF LANDSCAPING WITHIN THE PUBLIC RIGHT-OF-WAY TO BACK OF CURB SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS' ASSOCIATION OR THE ADJACENT PROPERTY OWNER.

EASEMENTS ARE DEDICATED AS SHOWN ON THIS PLAT.

AS DESIGNATED ON THIS PLAT, ONE FOOT WIDE VEHICULAR NON-ACCESS EASEMENTS PROHIBITING VEHICULAR INGRESS AND EGRESS ARE HEREBY DEDICATED TO THE PUBLIC UPON LOTS ADJACENT TO DRAINAGE EASEMENTS, TRACTS, OR FACILITIES AND/OR ADJACENT TO ARTERIAL OR COLLECTOR STREETS.

PULTE HOME CORPORATION, A MICHIGAN CORPORATION (GRANTOR) DOES HEREBY CONVEY TO SUN CITY ANTHEM AT MERRILL RANCH COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION (GRANTEE) THE FOLLOWING REAL PROPERTY TOGETHER WITH ALL RIGHTS AND PRIVILEGES APPURTENANT THERETO, TO WIT: TRACTS A, B, C, D, E, F, AND G AS DEDICATED HEREON.

NON-EXCLUSIVE DRAINAGE EASEMENTS ARE HEREBY DEDICATED TO THE PUBLIC UPON, OVER, ACROSS, AND THROUGH TRACTS A AND B AND/OR THOSE AREAS DESIGNATED AS SUCH HEREON. NO USE SHALL BE PERMITTED WITHIN THE DRAINAGE EASEMENTS WHICH WOULD PROHIBIT OR INTERFERE WITH THE DRAINAGE USE. MAINTENANCE OF THE DRAINAGE EASEMENTS SHALL BE RESPONSIBILITY OF THE SUN CITY ANTHEM AT MERRILL RANCH COMMUNITY ASSOCIATION, INC. SHOULD THE ASSOCIATION NOT ADEQUATELY MAINTAIN THE DRAINAGE EASEMENTS, THE GOVERNING ENTITY HAVING JURISDICTION OVER THE AREA IN WHICH THE DRAINAGE EASEMENTS ARE LOCATED, AT ITS DISCRETION, MAY ENTER UPON AND MAINTAIN THE DRAINAGE EASEMENTS, AND CHARGE THE HOMEOWNERS' ASSOCIATION THE COST OF THE MAINTENANCE. ALL OTHER EASEMENTS ARE SUBORDINATE TO THE DRAINAGE EASEMENTS.

PUBLIC UTILITY FACILITY EASEMENTS ARE HEREBY DEDICATED TO THE PUBLIC UPON, OVER, UNDER, ACROSS AND THROUGHOUT THOSE AREAS DESIGNATED AS SUCH HEREON FOR THE INSTALLATION, MAINTENANCE, REPAIR AND REMOVAL OF UNDERGROUND UTILITIES, INCLUDING, BUT NOT LIMITED TO, WATER, SEWER, GAS ELECTRIC AND TELECOMMUNICATIONS. MAINTENANCE OF THE AREAS SUBJECT TO SUCH PUBLIC UTILITY FACILITY EASEMENTS SHALL BE THE RESPONSIBILITY OF THE LOT OR TRACT OWNER.

IN WITNESS WHEREOF:

PULTE HOME CORPORATION, AS OWNER, HAS HERETO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED OFFICER(S).  
THIS 20 DAY OF April, 2015.

PULTE HOME CORPORATION, A MICHIGAN CORPORATION  
BY [Signature] VP Land  
NAME TITLE

## ACKNOWLEDGMENT

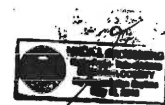
STATE OF ARIZONA )  
COUNTY OF Maricopa )

ON THIS, THE 20 DAY OF April, 2015, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED [Signature] WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE VP Land OF PULTE HOME CORPORATION, BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THEIR NAMES AS OFFICER.

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC [Signature]

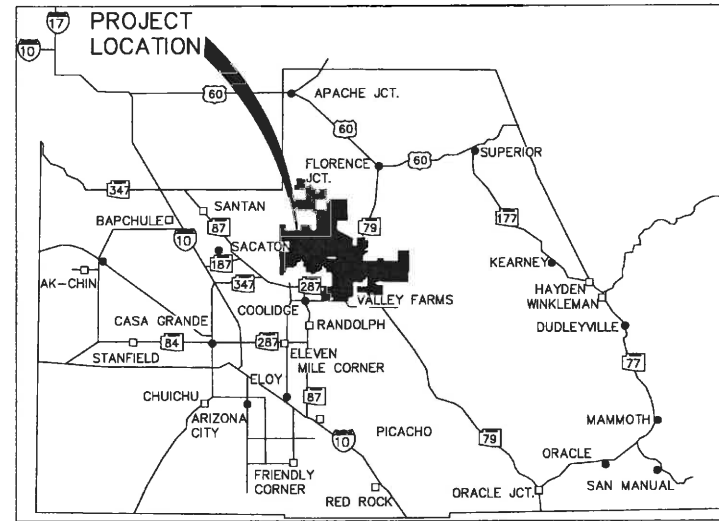
MY COMMISSION EXPIRES Ends



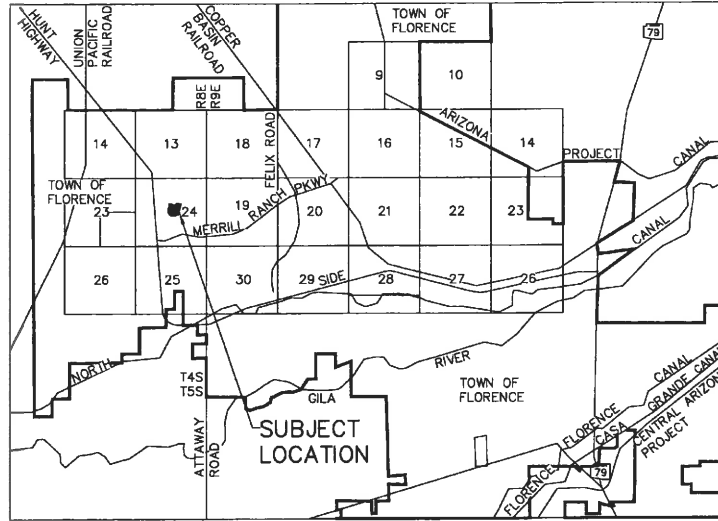
IN WITNESS WHEREOF:

SUN CITY ANTHEM AT MERRILL RANCH COMMUNITY ASSOCIATION, INC., AS GRANTEE HAS HEREIN CAUSED ITS NAME TO BE AFFIXED AND HAS EXECUTED THE CONVEYANCE OF TRACTS A, B, C, D, E, F, AND G BY THE SIGNATURE OF THE UNDERSIGNED, DULY AUTHORIZED, THIS 20 DAY OF April, 2015.

SUN CITY ANTHEM AT MERRILL RANCH COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION  
BY [Signature] Vice President  
NAME TITLE



COUNTY MAP  
NOT TO SCALE



VICINITY MAP  
NOT TO SCALE

## ACKNOWLEDGMENT

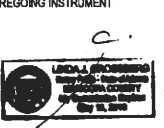
STATE OF ARIZONA )  
COUNTY OF Maricopa )

ON THIS, THE 20 DAY OF April, 2015, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED [Signature] WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS THEREOF, I HAVE HEREBY SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC [Signature] DATE 4/20/15

MY COMMISSION EXPIRES Ends



## WATER AND SEWER SERVICE CERTIFICATION

ANTHEM AT MERRILL RANCH UNIT 36 IS WITHIN THE SERVICE AREA OF JOHNSON UTILITIES, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO A.R.S. 45-576. A COMMITMENT TO SUPPLY WATER SERVICE TO THIS PLATTED SUBDIVISION HAS BEEN RECEIVED FROM SAB COMPANY AS EVIDENCE BY JOHNSON UTILITIES DRINKING WATER SERVICE AGREEMENT, A COPY OF WHICH IS SUBMITTED WITH THIS PLAT. ON-SITE SANITARY SEWER DISTRIBUTION LINES WILL BE CONSTRUCTED BY THE DEVELOPER OF THIS SUBDIVISION AND OWNED AND MAINTAINED BY JOHNSON UTILITIES, L.L.C.

JOHNSON UTILITIES, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY  
BY [Signature] Manager  
NAME TITLE

## ACKNOWLEDGMENT

STATE OF ARIZONA )  
COUNTY OF Maricopa )

ON THIS, THE 7 DAY OF MAY, 2015, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED [Signature] WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS THEREOF, I HAVE HEREBY SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC [Signature] DATE 5-7-15

MY COMMISSION EXPIRES 8-5-18

## MERRILL RANCH COMMUNITY FACILITIES DISTRICT

NOTWITHSTANDING THE FOREGOING, PULTE HOME CORPORATION, A MICHIGAN CORPORATION, (COLLECTIVELY WITH SUCCESSORS AND ASSIGNS PURSUANT TO THE HEREINAFTER DESCRIBED DEVELOPMENT AGREEMENT, THE "OWNERS"), HEREBY RESERVE AN INTEREST IN ANY OF THE FOREGOING REAL PROPERTY UPON WHICH WHAT WOULD BE "PUBLIC INFRASTRUCTURE" AS SUCH TERM IS DEFINED IN SECTION 48-701, ARIZONA REVISED STATUTES, AS AMENDED, HAS BEEN OR IS TO BE CONSTRUCTED. EXCEPT IF RELEASED PRIOR THERETO AS HEREINAFTER DESCRIBED, SUCH INTEREST IS TO BE ACQUIRED PURSUANT TO A DEVELOPMENT AGREEMENT, TO BE ENTERED INTO AMONG THE OWNERS, THE TOWN OF FLORENCE, ARIZONA (THE MUNICIPALITY) AND A COMMUNITY FACILITIES DISTRICT TO BE FORMED HEREAFTER BY THE MUNICIPALITY. SUCH DISTRICT WILL ACQUIRE SUCH PUBLIC INFRASTRUCTURE PURSUANT TO SUCH DEVELOPMENT AGREEMENT. SUCH INTEREST IS LIMITED TO ONE NECESSARY TO ACCOMMODATE THE FINANCING OF THE ACQUISITION OF SUCH PUBLIC INFRASTRUCTURE (INCLUDING OF SUCH INTEREST IN SUCH REAL PROPERTY) PURSUANT TO SUCH DEVELOPMENT AGREEMENT. SUCH INTEREST IS TO BE RELEASED UPON THE EARLIER OF THE ACQUISITION OF SUCH PUBLIC INFRASTRUCTURE ONLY BY SUCH DISTRICT PURSUANT TO SUCH DEVELOPMENT AGREEMENT AND DECEMBER 31, 2038.

## OWNER/DEVELOPER

PULTE HOME CORPORATION  
c/o DAN BONOW  
16787 PERIMETER DRIVE, SUITE 100  
SCOTTSDALE, ARIZONA 85260  
PHONE: (480) 391-6003

## BASIS OF BEARING

THE BASIS OF BEARING IS THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 24, (SOUTHEAST CORNER BEING A 2" ALUMINUM CAP STAMPED RLS 21065 AND THE SOUTH QUARTER CORNER A 2" ALUMINUM CAP STAMPED RLS 21065) TOWNSHIP 4 SOUTH, RANGE 8 EAST, OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, BEARING BEING SOUTH 88 DEGREES 48 MINUTES 17 SECONDS WEST. THE HORIZONTAL DISTANCE BETWEEN MONUMENTS BEING 2610.56'.

## APPROVALS

APPROVED BY THE COMMUNITY DEVELOPMENT DIRECTOR AND THE TOWN ENGINEER OF THE TOWN OF FLORENCE,

ARIZONA, THIS 4 DAY OF MAY, 2015.  
APPROVED BY: [Signature] DATE 6/4/15

COMMUNITY DEVELOPMENT DIRECTOR  
TOWN OF FLORENCE, ARIZONA  
APPROVED BY: [Signature] P.E. DATE 6/16/15  
TOWN ENGINEER  
TOWN OF FLORENCE, ARIZONA

APPROVED BY THE COUNCIL OF THE TOWN OF FLORENCE, ARIZONA, THIS 4 DAY OF MAY, 2015.

APPROVED BY: [Signature] DATE 6-4-15

APPROVED BY: [Signature] DATE 6-18-15  
TOWN CLERK

## NOTES, DESCRIPTION & LOT LAYOUT

SEE SHEET 2

## TRACT TABLE & LAND USE SUMMARY TABLE

SEE SHEET 3

## LOT AREA TABLE

SEE SHEET 4

## CERTIFICATION

I, GABRIEL S. RIOS, OF WOOD, PATEL & ASSOCIATES, INC. HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS MAP OR PLAT CONSISTING OF SEVEN (7) SHEETS REPRESENTS A SURVEY OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS PERFORMED BY WOOD, PATEL & ASSOCIATES, INC., DURING THE MONTH OF JULY OF 2014; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE MONUMENTS SHOWN ACTUALLY EXIST AS SHOWN OR WILL BE SET AS SHOWN; THAT THE POSITIONS ARE CORRECTLY SHOWN AND THE SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

[Signature]

GABRIEL S. RIOS  
REGISTERED LAND SURVEYOR #48832  
WOOD, PATEL & ASSOCIATES, INC.  
2220 S. COUNTRY CLUB DRIVE, SUITE 101  
MESA, ARIZONA 85210



STATE OF ARIZONA } ss. 1 of 7  
COUNTY OF PINAL }  
I hereby certify that the within instrument is filed in the official records of the County as  
Fee No. 2015-03982  
Date 06-18-15  
Request of TOWN OF FLORENCE  
Witness my hand and official seal.  
By: [Signature] Pinal County Recorder  
Deputy

**WOOD/PATEL**  
MISSION: CLIENT SERVICE™  
(480) 834-3300  
WWW.WOODPATEL.COM  
PHOENIX - MESA - TUCSON

ANTHEM AT MERRILL RANCH - UNIT 36  
FINAL PLAT



CHECKED BY: [Signature] K.M.S./G.S.R.  
CAD TECHNICIAN L.E.  
SCALE N.T.S.  
DATE 04/16/15  
JOB NUMBER 144228  
SHEET 1 OF 7

**LEGAL DESCRIPTION**

A PARCEL OF LAND LYING WITHIN SECTION 24, TOWNSHIP 4 SOUTH, RANGE 8 EAST, OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 24, A 2-INCH ALUMINUM CAP STAMPED S24 S19 S25 S30 2010 RLS 21065, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION, A 2-INCH ALUMINUM CAP STAMPED S24 S25 RLS 21065, BEARS SOUTH 88°48'17" WEST (BASIS OF BEARING), A DISTANCE OF 2610.56 FEET; THENCE ALONG THE SOUTH SECTION LINE OF SAID SECTION 24, SOUTH 88°48'17" WEST, A DISTANCE OF 1813.85 FEET; THENCE LEAVING SAID SOUTH SECTION LINE, NORTH 01°11'43" WEST, A DISTANCE OF 2381.13 FEET, TO THE NORTHERLY RIGHT-OF-WAY LINE OF SPIRIT WAY AS SHOWN ON THE MAP OF DEDICATION FOR SPIRIT WAY PHASE 3, RECORDED IN DOC. 2009-106010, PINAL COUNTY RECORDS, (P.C.R.), THE MOST SOUTHERLY CORNER OF UNIT 22A AS SHOWN ON THE FINAL PLAT FOR ANTHEM AT MERRILL RANCH UNIT 22A, RECORDED IN DOC. 2013-029851, P.C.R., A POINT OF INTERSECTION WITH A NON-TANGENT CURVE AND THE POINT OF BEGINNING; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, WESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 780.01 FEET, CONCAVE SOUTHERLY, WHOSE RADIUS BEARS SOUTH 10°23'38" EAST, THROUGH A CENTRAL ANGLE OF 08°58'43", A DISTANCE OF 122.23 FEET, TO THE CURVE'S END; THENCE SOUTH 70°37'40" WEST, A DISTANCE OF 338.70 FEET, TO THE BEGINNING OF A CURVE; THENCE NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 470.00 FEET, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 124°58'39", A DISTANCE OF 1024.82 FEET, TO THE CURVE'S END; THENCE NORTH 15°34'19" EAST, A DISTANCE OF 321.27 FEET, TO THE BEGINNING OF A CURVE; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE, NORTHERLY ALONG SAID CURVE, HAVING A RADIUS OF 880.00 FEET, CONCAVE WESTERLY, THROUGH A CENTRAL ANGLE OF 13°57'46", A DISTANCE OF 214.45 FEET, TO A POINT OF CUSP WITH A REVERSE DIRECTION CURVE; THENCE SOUTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 30.00 FEET, CONCAVE NORTHEASTERLY, WHOSE RADIUS BEARS SOUTH 88°23'27" EAST, THROUGH A CENTRAL ANGLE OF 86°51'01", A DISTANCE OF 45.47 FEET, TO THE CURVE'S END; THENCE SOUTH 85°14'28" EAST, A DISTANCE OF 81.37 FEET, TO THE BEGINNING OF A CURVE; THENCE NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, CONCAVE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 39.27 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE SOUTH 85°14'28" EAST, A DISTANCE OF 40.00 FEET; THENCE SOUTH 04°45'32" WEST, A DISTANCE OF 31.87 FEET, TO THE BEGINNING OF A CURVE; THENCE SOUTHERLY ALONG SAID CURVE, HAVING A RADIUS OF 200.00 FEET, CONCAVE EASTERLY, THROUGH A CENTRAL ANGLE OF 07°13'12", A DISTANCE OF 263.37 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE SOUTH 81°40'53" EAST, A DISTANCE OF 401.00 FEET; THENCE NORTH 30°15'30" EAST, A DISTANCE OF 208.90 FEET; THENCE SOUTH 74°23'57" EAST, A DISTANCE OF 389.27 FEET, TO THE WEST LINE OF SAID UNIT 22A; THENCE ALONG SAID WEST LINE, SOUTH 15°38'03" WEST, A DISTANCE OF 638.24 FEET; THENCE SOUTH 10°23'39" EAST, A DISTANCE OF 278.34 FEET, TO THE POINT OF BEGINNING.

CONTAINING 23.3573 ACRES, OR 1,017,443 SQUARE FEET OF LAND, MORE OR LESS.

**NOTES**

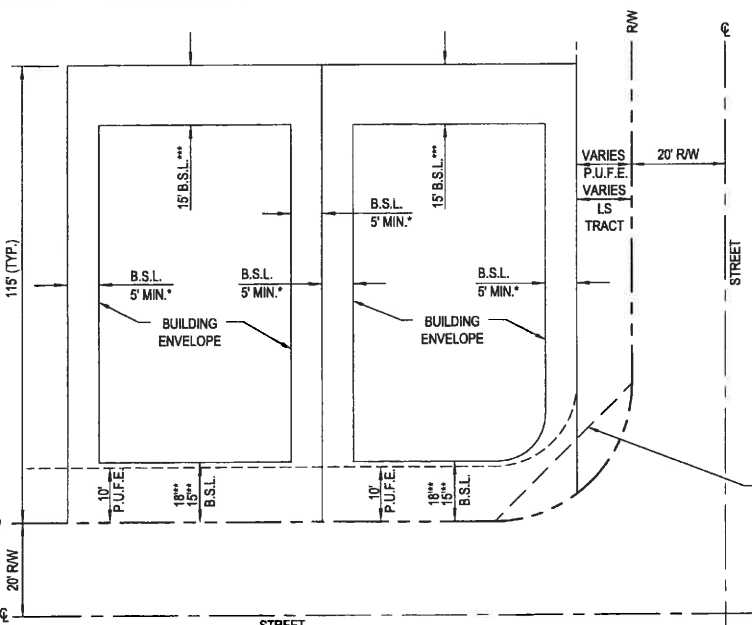
- 1) ALL-WEATHER ACCESS WILL BE PROVIDED TO ALL LOTS WITHIN THIS SUBDIVISION.
- 2) ALL PROPOSED DWELLING UNITS SHALL BE SINGLE FAMILY, DETACHED.
- 3) THIS SUBDIVISION IS SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ANTHEM AT MERRILL RANCH.
- 4) PUBLIC UTILITY FACILITY EASEMENT WOULD BE LAND DEDICATED FOR INSTALLATION OF FACILITIES OVERHEAD AND UNDERGROUND, FURNISHED FOR USE BY THE REPUBLIC. THIS TYPE OF EASEMENT MAY BE USED TO DEDICATE INGRESS TO PROPERTY, AS IN PRIVATE STREET SUBDIVISIONS. ALSO INCLUDED ARE IMPROVEMENTS SUCH AS STREETLIGHTS, TRAFFIC SIGNALS DEVICES, SIDEWALKS, AND FLOOD CONTROL. THESE FACILITIES MAY BE OWNED AND OPERATED BY THE MUNICIPALITY OR DULY AUTHORIZED BY STATE AND MUNICIPAL.
- 5) CONSTRUCTION WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO UTILITIES, FENCES, AND DRIVEWAYS.
- 6) NO STRUCTURES OR VEGETATION OF ANY KIND THAT WOULD IMPEDE THE FLOW OF WATER THROUGH THE EASEMENTS MAY BE CONSTRUCTED, PLANTED OR ALLOWED TO GROW WITHIN DRAINAGE EASEMENTS.
- 7) ONLY GROUND COVER AND BUSHES ARE ALLOWED TO BE PLANTED WITHIN EASEMENTS DEDICATED FOR THE EXCLUSIVE USE OF WATER, SANITARY SEWER, RECLAIMED WATER OR ANY COMBINATION THEREOF. NO TREES ARE ALLOWED.
- 8) VISIBILITY TRIANGLE EASEMENT RESTRICTIONS: ANY OBJECT, WALL, STRUCTURE, MOUND, OR LANDSCAPING (MATURE) OVER 24" IN HEIGHT IS NOT ALLOWED WITHIN THE VISIBILITY TRIANGLE EASEMENT. (SEE UPPER RIGHT FOR DETAIL).
- 9) ALL TRACTS THAT WILL NOT BE DEDICATED TO THE TOWN OF FLORENCE AND ALL COMMON PROPERTY SHALL BE IMPROVED IN ACCORDANCE WITH PLANS APPROVED BY THE TOWN OF FLORENCE AND ARE CONVEYED HEREON TO THE SUN CITY ANTHEM AT MERRILL RANCH COMMUNITY ASSOCIATION, INC. THE SUN CITY ANTHEM AT MERRILL RANCH COMMUNITY ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMON PROPERTY.
- 10) ALL PROPERTY LINES SHOWN INTERSECTING AN ARC ARE TO BE ASSUMED RADIAL, UNLESS NOTED AS NON-RADIAL (NR).
- 11) POSITIONAL TOLERANCE FOR WALLS COMMON TO TWO LOTS IS +/-1.00 FOOT FROM COMMON LOT LINE, WALLS COMMON TO A LOT AND A TRACT OR RIGHT-OF-WAY ARE TO BE WITHIN THE WALL MAINTENANCE EASEMENT.

**PUBLIC UTILITIES**

WATER	JOHNSON UTILITIES COMPANY, LLC
SEWER	JOHNSON UTILITIES COMPANY, LLC
ELECTRIC	ARIZONA PUBLIC SERVICE (APS)
TELEPHONE	CENTURYLINK COMMUNICATIONS
SOLID WASTE DISPOSAL	TOWN OF FLORENCE
CABLE TV	COX COMMUNICATIONS
NATURAL GAS	SOUTHWEST GAS
POLICE	TOWN OF FLORENCE
FIRE & AMBULANCE	TOWN OF FLORENCE
SCHOOLS	FLORENCE UNIFIED SCHOOL DISTRICT

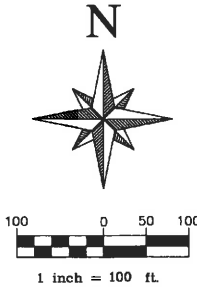
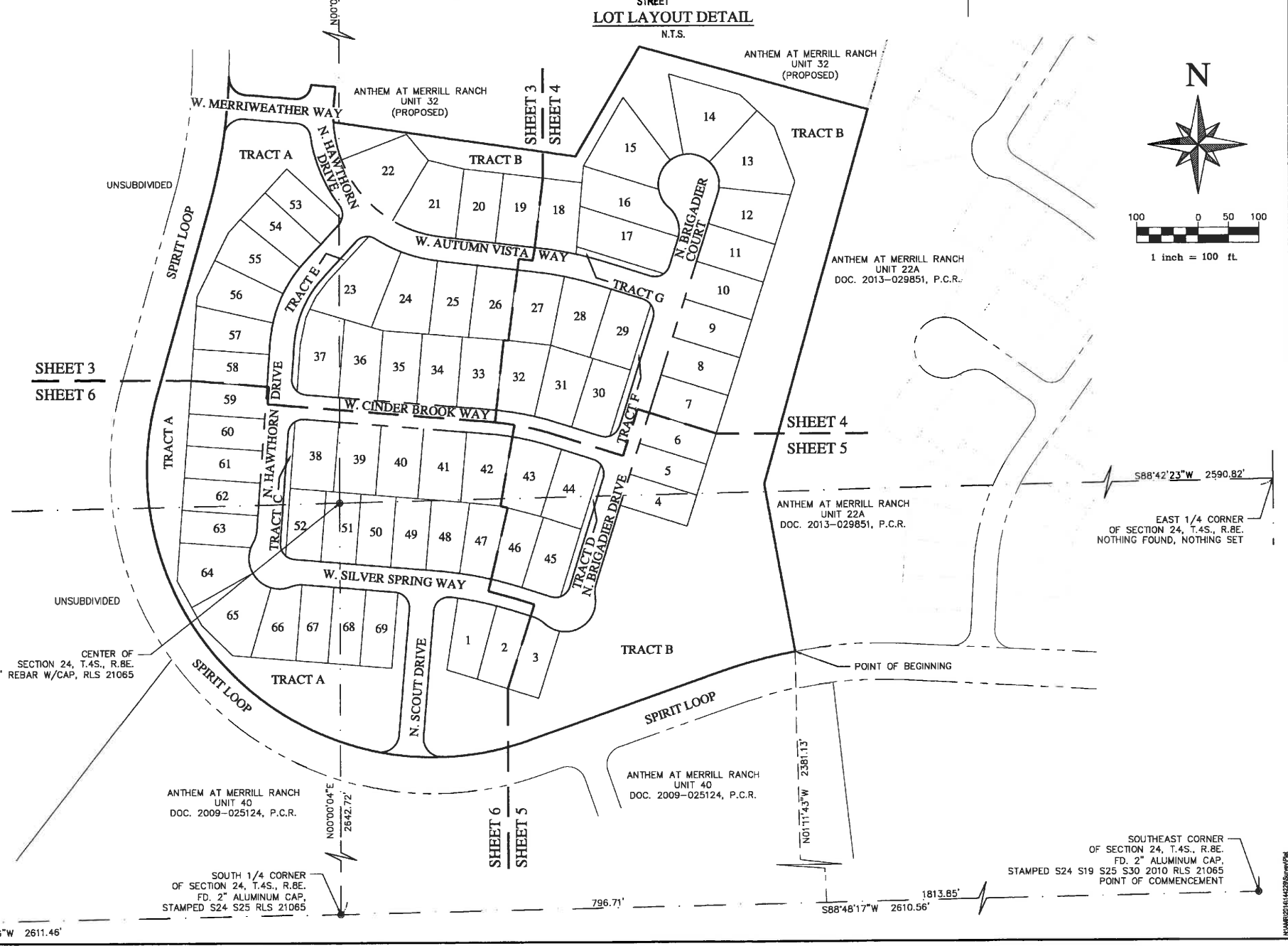
**NOTES:**

- \*SIDE YARD SETBACKS: 5' MIN.
- SETBACKS SHOWN ON LOTS ARE MINIMUM DISTANCES FROM THE PROPERTY LINES FOR BUILDING ENVELOPE BOUNDARIES & HOME CONSTRUCTION INCLUDING PATIOS & ACCESSORY STRUCTURE UNLESS OTHERWISE SHOWN ON PLAT.
- \*\*FRONT YARD SETBACKS FROM PROPERTY LINE:  
1. 18" MIN. SETBACK TO FACE OF GARAGE  
2. 15" MIN. SETBACK TO LIVABLE, FRONT PORCH OR SIDE ENTRY GARAGE.
- \*\*\*REAR YARD SETBACKS: 15' MIN.
- BAY WINDOWS MAY ENCR OACH UP TO 3' INTO REAR YARD SETBACK
- ALL LOTS ARE SINGLE FAMILY DETACHED.



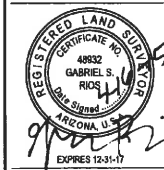
STATE OF ARIZONA } ss. 2017  
 COUNTY OF PINAL }  
 I hereby certify that the within instrument is filed in the official records of this County as Fee No. 2017-029851 Date: 04-16-17 Request of: TOWN OF FLORENCE Witness my hand and official seal: Virginia Ross Pinal County Recorder By: [Signature] Deputy

21'x21' UNOBSTRUCTED VIEW TRIANGLE TOWN OF FLORENCE ZONING ORD. SECT. 4-55(2) 33'x33' AT THE INTERSECTION OF COLLECTOR/ARTERIAL AND/OR COLLECTOR/COLLECTOR STREETS.




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ANTHEM AT MERRILL RANCH - UNIT 36  
 FINAL PLAT



CHECKED BY	K.M.S./G.S.R.
CAD TECHNICIAN	L.E.
SCALE	1"=100'
DATE	04/16/15
JOB NUMBER	144229
SHEET	2 OF 7

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u> 11f.</b>
<b>MEETING DATE:</b> October 3, 2016  <b>DEPARTMENT:</b> Public Works  <b>STAFF PRESENTER:</b> Christopher A. Salas Public Works Director/Town Engineer  <b>SUBJECT:</b> Acceptance of the Public Improvements for Spirit Loop IV Arch		<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:**

Acceptance of the improvements of Anthem at Merrill Ranch Spirit Loop IV Arch, as of October 4, 2016, prior to the start of the warranty period.

**BACKGROUND/DISCUSSION:**

The Town Engineer has found that all of the pavements, utilities, storm sewer, grading/drainage improvements and all other required improvements within the right-of-way/easements have been constructed in accordance with the requirements of the Town Code and specified engineering standards.

The following documentation represents the prerequisite for approval including the delivery of required certification together with test results and as-built drawings.

**DOCUMENTATION**

- Final Grading and Drainage As-Builts
- Final Paving and Profile Plans
- Final Water and Sewer Plans As-Builts
- Water Pressure, Leak, Chlorine and Bacteria Testing
- Sewer Pressure, Mandrel, Camera, Vacuum, Insecticide Testing
- Material Testing Package
- Engineers Certificates of Construction for Water and Sewer
- Arizona Department of Environmental Quality Approval of Construction for Water and Sewer
- Fire Department Acceptance Document
- Johnson Utilities Acceptance Document
- Dry Utility Drawings

Spirit Loop IV Arch is located in the Anthem at Merrill Ranch Subdivision, owned by Pulte Homes, Inc. Pulte Homes, Inc. has completed the public improvements necessary for the development of Spirit Loop IV Arch of the Anthem at Merrill Ranch subdivision and has requested the Town of Florence accept the completed improvements for ownership and maintenance.

All improvements in the public right-of-way or easements have been constructed under inspection and approval of the Town Engineer/Public Works Department and/or utility company having jurisdiction. The following improvements with regards to Spirit Loop IV Arch have been completed and are subject to a one year warranty period prior to acceptance for maintenance: grading, paving, concrete, water, sewer, signing, pavement markings, and storm drain. Street lighting has been completed and is subject to a two year warranty period prior to maintenance acceptance. Acceptance of maintenance of these improvements will be by separate document at the end of the warranty period.

The developer shall maintain the subdivision improvements, free from defects, for the warranty period and shall promptly correct any defect which they have noticed or which the Town discovers which occurs prior to the terminus of the warranty period from the date of the acceptance of all improvements.

**FINANCIAL IMPACT:**

Acquisition of infrastructure assets will be based upon acceptance of assets by the Town Council recorded, as specified in the Capital Asset Policy and Procedure, prior to acceptance for maintenance/replacement by the Town. A summary of quantities for each asset will be accepted into the Town's maintenance system, (excepting water/sewer utilities).

**STAFF RECOMMENDATION:**

Staff recommends approval of the action due to the potential social and economic impacts and affects of new subdivisions within Florence. The proposed acceptance of this development may change the lives of current and future residents by measurement of the potential socio-economic impacts such as:

- Change in demographics
- Resulting retail / service and housing benefits
- Change in employment and income levels
- Changes in quality of life in the community
- Satisfying current housing needs
- Specialty house meeting the needs of the groups considered

**ATTACHMENTS:**

Roadway Turnover Phase 4 Map

path: R:\742-AMR\ROADS\COL11\_Spirit\_Way\_North\_Phase4\09-EXHIBITS\Road\_Turnover\_Exhibit\file\_name: Spirit\_Ph4\_Roadway\_Turnover.dwg | plot date: February 25, 2016 | plotted by: sanders



UNIT 30  
(PROPOSED)

UNIT 24  
(PROPOSED)

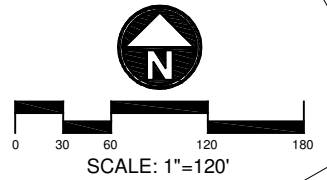
ROADWAY TURNOVER  
STA 35+50 THRU 48+00

UNIT 22B

UNIT 16

WALKER BUTTE WASH (TRIBUTARY A)

WALKER BUTTE WASH



7580 N. Dobson Rd.,  
Suite 200  
Scottsdale, AZ  
85256  
(480) 818-6001

ROADWAY TURNOVER  
**PULTE GROUP**  
ANTHEM AT MERRILL RANCH  
SPIRIT WAY - PHASE 4  
TOWN OF FLORENCE, AZ



## TOWN OF FLORENCE COUNCIL ACTION FORM

## AGENDA ITEM 11g.

**MEETING DATE:** October 3, 2016

**DEPARTMENT:** Police Department

**STAFF PRESENTER:** Jennifer Evans, Management Analyst

**SUBJECT:** Intergovernmental Agreement under Pinal County Sheriff's Office Contract No. 2016-03: Pinal County Narcotics Task Force

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

### **RECOMMENDED MOTION/ACTION:**

Motion to approve Intergovernmental Agreement Number 2016-03 regarding reimbursement of overtime and overtime employee-related expenses incurred due to the Florence Police Department's participation in the Pinal County Narcotics Task Force's Arizona Criminal Justice Commission (ACJC) Grant # DC-17-010.

### **BACKGROUND/DISCUSSION:**

This Intergovernmental Agreement (IGA) will allow for the payment of overtime wages and employee-related expenses (benefits) for one Florence police officer to participate in Pinal County Narcotics Task Force activities. Funding is provided through a grant from the Arizona Criminal Justice Commission to Pinal County, and the Town will be reimbursed by Pinal County from the grant funds.

### **FINANCIAL IMPACT:**

The amount available to the Town of Florence is unspecified. The amount of funding available in the Pinal County Narcotics Task Force ACJC grant is \$142,928.

### **STAFF RECOMMENDATION:**

Staff recommends the Town Council approve the IGA to allow for the Police Department's participation in the Pinal County Narcotics Task Force and the reimbursement of applicable overtime wages and benefits from Pinal County under the terms of the ACJC grant.

### **ATTACHMENTS:**

Grant agreement between Pinal County and Town of Florence (ACJC Agreement)  
Grant agreement between Pinal County and ACJC (County-ACJC Agreement)

**INTERGOVERNMENTAL AGREEMENT NUMBER 2016-03  
REGARDING REIMBURSEMENT OF OVERTIME AND OVERTIME  
EMPLOYEE RELATED EXPENSES INCURRED DUE TO THE  
FLORENCE POLICE DEPARTMENT'S PARTICIPATION IN THE PINAL  
COUNTY NARCOTICS TASK FORCE'S ACJC GRANT# DC-17-010**

**RECITALS**

WHEREAS, on July 6, 2016, the Pinal County Board of Supervisors approved Pinal County's participation in the ACJC Drug, Gang and Violent Crime Control grant award by approving and signing contract number DC-17-010 in the total amount of \$142,928.00, \$58,601.00 in Federal funds, \$48,596.00 in State funds, and \$35,731.00 from PCSO Task Force Rico and,

WHEREAS, said contract is intended to fund operations of the Pinal County Narcotics Task Force including the Overtime and Overtime Employee Related Expenses incurred by the Florence Police Department during their participation in this program.

WHEREAS, ACJC Contract number DC-17-010, administered by the Pinal County Sheriff's Office, prescribes the scope, terms and duration of the program and is limited to reimbursement of one (1) Florence Police Officer's Task Force approved Overtime, and Employee Related Expenses incurred during the duration of this grant.

WHEREAS, the Florence Police Department is willing to participate in the Pinal County Narcotics Task Force under the terms of ACJC contract number DC-17-010.

**Agreement**

Florence Police Department agrees as follows:

1. Each Party is authorized to participate in this agreement pursuant to A.R.S. 11-952.
2. Each party has read and agrees to the terms of ACJC Grant number DC-17-010.
3. This agreement shall terminate on 06/30/2017, or as soon thereafter as ACJC completes reimbursement of eligible expenditures for approved overtime and employee related expenses incurred during this period.



4. Each party shall complete and submit the reports and forms required by ACJC Grant number DC-17-010 and the Pinal County Sheriff's Office designee for program compliance. See below for submission schedule:

<b>Report Period:</b>	<b>Due Date:</b>	<b>Report Period:</b>	<b>Due Date:</b>
July 1 to July 31	August 10	January 1 to January 31	February 10
August 1 to August 31	September 10	February 1 to February 28	March 10
September 1 to September 31	October 10	March 1 to March 30	April 10
October 1 to October 31	November 10	April 1 to April 30	May 10
November 1 to November 30	December 10	May 1 to May 31	June 10
December 1 to December 31	January 10	June 1 to June 30	July 7

Reimbursement requests must include signed time sheets, leave requests and proof of payment.

5. Each Party shall at all times provide and keep in full force and effect Arizona Workers Compensation Insurance as required by law. Each party shall provide the other with insurance certificates or proof of participation in a Risk and Retention Insurance Pool. No party shall allow its coverage to change, be cancelled, nor fail to renew without giving the other party at least thirty (30) calendar days advance written notice.
6. For the purpose of workers' compensation, an employee of any party to this agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of any other party pursuant to the Agreement shall be deemed to be an employee of the party who is his primary employer and of the party under whose jurisdiction and control he is then working as provided in A.R.S. §23-1022(D). The primary employer party of such an employee shall be solely liable for payment of workers' compensation benefits for the purpose of this section. Each party herein shall comply with the provisions of A.R.S. § 23-1022(E) by posting the public notice required by that section.
7. In addition to any insurance coverage required by this Agreement, each party agrees that it will be solely responsible for and will assume sole liability for its officer's acts or omissions of any kind, while performing any service or activity under this Agreement. In the event that a claim is made against any party for acts or omissions of any of its employees or officers, it is the intent of the parties to cooperate fully in the defense of said claim or claims and to cause their insurers to do likewise, to the extent practicable.
8. To the extent permitted by law, each party (as indemnitor) agrees to indemnify, defend and hold harmless the other party or parties (as indemnitee) from and against all claims, losses, liability, costs, or expenses (including reasonable attorneys fees) arising out of bodily injury or death of any person or any property damage, but only to the

extent that such claims which result in vicarious, derivative or other form of liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor or its employees or officers assigned to the Pinal County Narcotics Task Force.

9. A party may terminate its participation in this the memorandum of understanding by giving the Pinal County Sheriff's Office thirty (30) calendar day's written notice of termination.

The foregoing is approved by the governing body of the local government as evidenced below.

\_\_\_\_\_  
Date

Pinal County by:

\_\_\_\_\_  
Chairman,  
Pinal County Board of Supervisors

Attest:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

Municipality by:

\_\_\_\_\_  
Mayor,  
Town/City of \_\_\_\_\_

Attest:

\_\_\_\_\_  
Clerk

**COUNSEL APPROVAL AS TO FORM:**

I have read this Agreement and have determined such Agreement is in proper form and is entered into within the powers of and authority granted under the laws of the State of Arizona.

\_\_\_\_\_  
Deputy Pinal County Attorney

\_\_\_\_\_  
Date

I have read this Agreement and have determined such Agreement is in proper form and is entered into within the powers of and authority granted under the laws of the State of Arizona.

\_\_\_\_\_  
City/Town Attorney

\_\_\_\_\_  
Date



ARIZONA CRIMINAL JUSTICE COMMISSION  
DRUG, GANG, AND VIOLENT CRIME CONTROL  
GRANT AGREEMENT

JUL 22 2016

ACJC Grant Number DC-17-010  
Catalog of Federal Domestic Assistance (CFDA) Number 16.738

This Grant Agreement is made this 7<sup>th</sup> day of June, 2016, by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and PINAL COUNTY, through PINAL COUNTY SHERIFF'S OFFICE hereinafter called "GRANTEE". The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on July 1, 2016 and terminate on June 30, 2017. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty (60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension that furthers the goals and objectives of the program and shall determine the length of any extension.
2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines and special conditions.
3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance as determined by the COMMISSION will constitute noncompliance with this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this Agreement or revoke the grant.
4. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
5. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the COMMISSION:

Arizona Criminal Justice Commission  
1110 W. Washington Street, Suite 230  
Phoenix, Arizona 85007  
Attn: Program Manager

B. If to the GRANTEE:

Pinal County Sheriff's Office  
 PO Box 867  
 Florence, Arizona 85232  
 Attn: Commander Eli Pile

6. For grant awards above \$100,000, GRANTEE may make budget adjustments of up to ten (10) percent of the total grant within any approved budget category excluding equipment. Written approval from the COMMISSION in advance is required if GRANTEE wishes to make adjustments or reprogram in excess of ten (10) percent or if GRANTEE wishes to purchase equipment not previously approved.

For grant awards less than \$100,000, the GRANTEE may make budget adjustments within approved categories excluding equipment as long as there are no changes to the purpose or scope of the project. If GRANTEE wishes to purchase equipment not previously approved, written approval from the COMMISSION in advance is required.

APPROVED LINE ITEM PROGRAM BUDGET	
<b>Personnel:</b>	
Salaries	\$48,133.00
Fringe Benefits (for salaries/overtime)*	\$53,846.00
Overtime	\$40,949.00
Professional & Outside/Consultant & Contractual Services	NOT APPROVED
Travel In-State	NOT APPROVED
Travel Out-of-State	NOT APPROVED
Confidential Funds	NOT APPROVED
Operating Expenses:	
Supplies	NOT APPROVED
Registration/Training	NOT APPROVED
Other	NOT APPROVED
Equipment	
Capital	NOT APPROVED
Noncapital	NOT APPROVED
<b>TOTAL</b>	<b>\$142,928.00</b>
<b>Positions Funded:</b>	
Coolidge PD Investigator (1.00 FTE), Pinal SO-Overtime only	
Equipment Type: NOT APPROVED	

\*Reference the ACJC Grant Management Manual for definition of approved Fringe Benefit

7. The total to be paid by the COMMISSION under this Agreement shall not exceed \$58,601.00 in federal funds awarded to the COMMISSION by the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP) and \$48,596.00 in State Funds. If this grant has a matching requirement GRANTEE understands that other federal grant funds cannot be used as a match for this grant. The matching amount for this award is \$35,731.00.
8. Every payment obligation of the COMMISSION under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

9. GRANTEE agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those award funds have been, are being or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, GRANTEE will promptly notify, in writing, the COMMISSION, and if so requested by the COMMISSION, seek a budget modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
10. GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the COMMISSION. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. GRANTEE also understands and agrees that USDOJ and the United States General Accounting Office (USGAO) are authorized to interview any officer or employee of the GRANTEE (or of any subgrantee, contractor, or subcontractor) regarding transactions related to this award.
11. GRANTEE agrees that activities funded under this award will be closely coordinated with related activities supported with Office of Justice Programs (OJP), State, local or tribal funds. Grant funds may only be used for the purposes in the GRANTEE's approved application. GRANTEE shall not undertake any work or activities not described in the grant application, including staff, equipment, or other goods or services without prior approval from the COMMISSION.
12. GRANTEE agrees to track, account for, and report on all funds (including specific outcomes and benefits) separately from all other funds for the same or similar purposes or programs.

Accordingly, the accounting systems of GRANTEE and all subgrantees must ensure that funds from this award are not commingled with funds from any other source.

13. GRANTEE agrees to abide by Federal and State laws and provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management and the efficient disbursement of grant funds.
14. For the purpose of this grant, a capital expenditure is \$5,000 or above. If GRANTEE'S policy defines a capital expenditure as less than \$5,000, GRANTEE will use its own policy.
15. GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently based on GRANTEE policy. GRANTEE agrees that funds will not be used for the construction of new facilities.
16. GRANTEE agrees to follow equipment disposition policies outlined in *OMB Circulars A-102 or 2 CFR, Part 215 Uniform Administrative Requirements for Grants and Cooperative Agreements* as codified in (1) 28 CFR, Part 66 or (2) 28 CFR, Part 70 when the equipment is no longer needed for the grant program.  
**Link:** *OMB Circulars* [http://www.whitehouse.gov/omb/grants\\_attach/](http://www.whitehouse.gov/omb/grants_attach/)
17. GRANTEE agrees that all salaried personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours worked for activities related to this award and non-award related activities. GRANTEE agrees to keep time and attendance sheets for hourly employees signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant-funded employees.
18. GRANTEE agrees that it will submit financial and activity reports to the COMMISSION in a format provided by the COMMISSION, documenting the activities supported by these grant funds and

providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

19. These reports are to be submitted according to the following schedule(s):

<b>ACTIVITY REPORTS</b>	
<b>Report Period:</b>	<b>Due Date:</b>
July 1 to September 30	October 15
October 1 to December 31	January 15
January 1 to March 31	April 15
April 1 to June 30	July 15

<b>FINANCIAL REPORTS</b>			
<b>Report Period:</b>	<b>Due Date:</b>	<b>Report Period:</b>	<b>Due Date:</b>
July 1 – July 31	August 25	January 1 – January 31	February 25
August 1 – August 31	September 25	February 1 – February 29	March 25
September 1 – September 30	October 25	March 1 – March 31	April 25
October 1 – October 31	November 25	April 1 – April 30	May 25
November 1 – November 30	December 25	May 1 – May 31	June 25
December 1 – December 31	January 25	June 1 – June 30	July 25

Additional reporting requirements may be required for GRANTEES who are considered high risk.

20. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments.
21. The final request for reimbursement of grant funds must be received by the COMMISSION no later than sixty (60) days after the last day of the award period.
22. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.
23. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within sixty (60) days of the expiration of this award.
24. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of written request from the COMMISSION.
25. GRANTEE agrees to account for interest earned on federal grant funds and shall remit interest earned in excess of the allowable amount as indicated in the *Office of Justice Programs Financial Guide*.  
Link: *OJP Financial Guide* <http://www.ojp.usdoj.gov/financialguide/>
26. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of \$150,000.
27. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of \$650 per day.
28. GRANTEE agrees to not use federal grant funds to pay cash compensation (salary plus bonuses) to any employee paid by the grant at a rate that exceeds 110% of the maximum annual salary

payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.) Unless otherwise noted in the grant solicitation.

29. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.
30. GRANTEE agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approvals and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the COMMISSION. Information on pertinent laws, regulations, policies, and guidance is available in the OJP Financial Guide Conference Cost Chapter.
31. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.
32. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this Agreement.
33. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.
34. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.
35. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.
36. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency, board, commission, or university of the State of Arizona, this paragraph shall not apply.
37. Should GRANTEE utilize a contractor(s) and subcontractor(s) the indemnification clause between GRANTEE and its contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the GRANTEE and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim

processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".

38. GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.
39. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.
40. GRANTEE will comply with the audit requirements of *OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations* and provide the COMMISSION with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.  
Link: *OMB Circulars*: [http://www.whitehouse.gov/omb/grants\\_attach/](http://www.whitehouse.gov/omb/grants_attach/)
41. GRANTEE certifies that it will comply with *OMB Circulars A-102 and 2 CFR, Part 215 Uniform Administrative Requirements for Grants and Cooperative Agreements* as codified in (1) 28 CFR, Part 66.32 or (2) 28 CFR, Part 70.34 and *Cost Principles (1) 2 CFR, Part 225, (2) 2 CFR, Part 220 or (3) 2 CFR, Part 230*, the OJP Financial Guide and the most current version of the ACJC Grant Management Reference Manual.  
Link: *OMB Circulars* [http://www.whitehouse.gov/omb/grants\\_attach/](http://www.whitehouse.gov/omb/grants_attach/)  
OJP Financial guide: <http://www.ojp.usdoj.gov/financialguide/>  
ACJC Grant Management Reference Manual:  
[http://www.azcjc.gov/ACJC.Web/pubs/home/021104\\_Manual\\_GrantReferenceManual.pdf](http://www.azcjc.gov/ACJC.Web/pubs/home/021104_Manual_GrantReferenceManual.pdf)
42. GRANTEE agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express written approval of the Office of Justice Programs through the COMMISSION.
43. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.
44. GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.  
Link: *System for Award Management* <https://www.sam.gov/portal/public/SAM/>



45. GRANTEE agrees to ensure that, no later than the due date of the GRANTEE's first financial report after the award is made, GRANTEE and any subgrantees have a valid DUNS profile and active registration with the System for Award Management (SAM) database.
46. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
47. GRANTEE understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the *OJP Training Guide Principles for Grantees and Subgrantees*.  
**Link:** *OJP Training Guide Principles for Grantees and Subgrantees*  
<http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>
48. GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the federal or state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.
49. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.
50. GRANTEE agrees that any publications (written, visual, or sound) excluding press releases and newsletters, whether published at the GRANTEE'S or COMMISSION'S expense, shall contain the following statement:  
  
"This was supported by Award No. 2014-DJ-BX-1020 and 2015-DJ-BX-1070 awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. The opinions findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."  
  
51. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, 42 USC §3789d(c)(1); Title VI of the Civil Rights Act of 1964, 42 USC §2000d; Section 504 of the Rehabilitation Act of 1973, 29 USC § 794; Subtitle A, Title II of the Americans with Disabilities Act of 1990, 42 USC § 12132; Title IX of the Education Amendments of 1972, 20 USC § 1681; the Age Discrimination Act of 1975, 42 USC § 6102; the Department of Justice implementing regulations, 28 CFR pt. 42, subpts. C, D, E, G, and I, 28 CFR pt. 35, and 28 CFR pt. 54; all applicable state laws of A.R.S. § 41-1463; and Executive Order 2009-9. The above-referenced federal laws prohibit discrimination on the basis of race, color, religion, sex, disability, and national origin (including limited English proficiency) in the delivery of services and employment practices, and prohibit discrimination on the basis of age in the delivery of services. If in the three years prior to the date of the grant award a Federal or State Court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.  
  
"Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Street Act, the applicant is required to take reasonable steps to ensure that LEP persons have meaningful access to programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary."

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Link: *Limited English Proficiency A Federal Interagency Website* <http://www.LEP.gov>

52. GRANTEE agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice financial assistance may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of Department of Justice financial assistance may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from GRANTEE must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs receiving financial assistance from the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment.
- Link: [http://www.ojp.usdoj.gov/about/ocr/equal\\_fbo.htm](http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm)
53. GRANTEE should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. As of June 2013 OJP has issued an advisory that grantees should consult local counsel in reviewing their employment practices. If warranted, grantees should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plan (EEOP). See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at [http://www.ojp.gov/about/ocr/pdfs/UseofConviction\\_Advisory.pdf](http://www.ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf).
54. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality in accordance with 42 USC section 3789g or 42 USC 14132(b)(3) that are applicable to the collection, disclosure, use and revelation of data information. GRANTEE further agrees to submit a privacy Certificate that is in accordance with requirements of 28 CFR Part 22 if applicable to the program.
55. GRANTEE agrees to formulate and keep on file an EEOP (if GRANTEE is required pursuant to 28 CFR 42.302). GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEOP, or certifications that they have prepared and have on file an EEOP, or that they are exempt from EEOP requirements. Failure to comply may result in suspension of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the COMMISSION by GRANTEE. In the event a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against GRANTEE after a due process hearing, on the ground of race, color, religion, national origin, or sex, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.
56. GRANTEE agrees to participate in any required civil rights related training to ensure compliance with all federal and state civil rights laws. GRANTEE will inform the COMMISSION of the position responsible for civil rights compliance and will inform the COMMISSION of change in personnel responsible for civil rights compliance within ten days.
- Link: <http://azcjc.gov/ACJC.Web/Grants/civilrights/default.aspx>
57. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and guidelines for this grant. GRANTEE shall publish and make available without restrictions all

schemas generated as a result of this grant to the component registry as specified in the guidelines.

Link: <https://www.niem.gov/aboutniem/grant-funding/Pages/implementation-guide.aspx>

58. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at:

Link: [http://www.it.ojp.gov/gsp\\_grantcondition](http://www.it.ojp.gov/gsp_grantcondition).

Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

59. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost beneficial or would impair the functionality of an existing or proposed IT system.

60. If GRANTEE is a governmental political subdivision, the GRANTEE should, to the extent possible and practical; share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.

61. If GRANTEE is a state agency and the award is for the development of information technology projects for more than \$25,000, GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.

If GRANTEE is not a state agency and the award is for the development of information technology projects, GRANTEE will follow local technology policies and guidelines.

62. GRANTEE must promptly refer to the COMMISSION any credible evidence that a principal, employee, agent, contractor, subgrantee, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. The COMMISSION shall forward the referral to the Department of Justice, Office of the Inspector General.

63. The COMMISSION encourages GRANTEE to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers, including adopting and enforcing policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant. Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 2009).

64. GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.

65. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally GRANTEE ensures compliance with A.R.S. § 41-4401 federal immigration laws by state employers and contractors.
66. GRANTEE acknowledges that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. GRANTEE warrants that they have registered with and participate with E-Verify. If the GRANTOR later determines that the GRANTEE has not complied with E-Verify, it will notify the non-compliant GRANTEE by certified mail of the determination and of the right to appeal the determination.
67. GRANTEE certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the COMMISSION Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
68. GRANTEE understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government, without the express prior written approval of the Commission.
69. GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way, or to any extent, engaged in conduct of political activities in violation of USC Title 5, Part II, Chapter 15, section 1502.
70. GRANTEE understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
71. GRANTEE understands and agrees that- (a) no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading and exchanging or pornography, and (b) nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
72. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. Additional requirements may be found in Grant Agreement Continuation Sheet.
73. GRANTEE agrees that all income generated as a direct result of this award shall be deemed program income. All program income must be accounted for and used for the purpose under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 CFR part 66 or (2) 28 CFR part 70 and OMB Circular A-102 & 2 CFR 215.

74. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be cancelled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.
75. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
76. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.
77. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of grant agreement.


Arizona Criminal Justice Commission  
**DRUG, GANG, AND VIOLENT CRIME CONTROL  
GRANT AGREEMENT CONTINUATION SHEET  
SPECIAL CONDITION(S)**

1. GRANTEE must verify Agency Point of Contact (APOC), Financial Point of Contact (FPOC), Program Point of Contact (PPOC), and Authorized Official contact information in the Grants Management System (GMS), including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the GMS to document changes. In addition the FPOC and PPOC must be assigned by the APOC prior to payments being made.
2. GRANTEE agrees that within 120 days of award, for any law enforcement task force funded with these funds, the task force commander, agency executive, task force officers and other task force members of equivalent rank, will complete required online (internet-based) task force training to be provided free of charge through BJA's Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)). Task force members need only take the training once every four years. GRANTEE will compile and maintain a task force personnel roster and course completion certificates.
3. GRANTEE agrees to the completion of the ACJC Subgrantee Self-Assessment Questionnaire within 45 days of the start date of this award.
4. GRANTEE agrees that within 45 days of award, for any agency that receives income as a result of grant-funded activities, it will complete the ACJC Program Income Worksheet.
5. GRANTEE agrees to the completion of the Benchmarks Worksheet within 45 days of award.
6. GRANTEE agrees to the completion of the Budget Detail Worksheet reflecting the overall budget within 45 days of award.
7. GRANTEE assures if they are a state agency that the State Information Technology Point of Contact receive written notification regarding any information technology project funded by this grant. GRANTEE agrees to keep on file documentation showing that it has met this requirement.
8. GRANTEE agrees and understands that funded activities may require the preparation of an Environmental Assessment (EA) as defined by the Council of Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500.
9. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. The GRANTEE agrees and understands that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The GRANTEE further understands and agrees to requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdog.gov/BJA/resource/nepa.html> for programs relating to methamphetamine laboratory operations.
10. GRANTEE agrees that any information technology system developed or supported by funds will comply with 28 CFR Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation be applicable. Should OJP determine 28 CFR Part 23 to be applicable, OJP may at its discretion, perform audits of the system, as per 28 CFR 23.20(g).



IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

**FOR GRANTEE:**

  
 Authorized Signatory 7/6/16  
Date  
 Todd House, Chairman  
 Printed Name and Title

**Approved as to form and authority to enter into Agreement:**

  
 Legal counsel for GRANTEE 6/21/16  
Date  
 Christina C. Keller  
 Printed Name and Title

**Statutory or other legal authority to enter into Agreement:**

ARS 9-11-201  
 Appropriate A.R.S., ordinance, or charter reference

**FOR CRIMINAL JUSTICE COMMISSION:**

  
 Andrew T. LeFevre, Executive Director  
 Arizona Criminal Justice Commission 7/25/16  
Date

JUL 22 2016



**ARIZONA CRIMINAL JUSTICE COMMISSION,  
Drug, Gang, and Violent Crime Control  
Grant Agreement**

**ACJC Grant Number DC-17-010**

ATTEST



*Sheri Cluff*  
\_\_\_\_\_  
Sheri Cluff, Clerk

DATE: 7/6/16



ARIZONA CRIMINAL JUSTICE COMMISSION  
GRANT AGREEMENT

Insurance Requirements  
Exhibit "A"

**Insurance Requirements for Governmental Parties to a Grant Agreement:**

None.

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

*(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.)*

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

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

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

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

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Fire Legal Liability \$50,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

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

b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

Exhibit "A" Page 2

**2. Business Automobile Liability**

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

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

- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
- b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

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

**3. Worker's Compensation and Employers' Liability**

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

- a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to each contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

**Additional Insurance Requirements:**

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

**Notice of Cancellation:**

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the State of Arizona, within two (2) business days of receipt, a notice if a policy is suspended,

voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand delivered or sent by facsimile transmission to (Enter Contracting Agency Representative's Name, Address, and Fax Number Here).

**Acceptability of Insurers:**

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**Verification of Coverage:**

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All certificates and endorsements, as required by this written agreement, are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

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

**Subcontractors:**


Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

**Approval and Modifications:**

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

**Exceptions:**

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u></b> <b>11h.</b>
<b>MEETING DATE:</b> October 3, 2016  <b>DEPARTMENT:</b> Public Works Department  <b>STAFF PRESENTER:</b> Christopher A. Salas, Public Works Director/Town Engineer  <b>SUBJECT:</b> Purchase of Valve Insertion Tool		<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 one Hydra-Stop Valve Insertion Tool for the Public Works Department, in the amount not to exceed \$62,500 and waive the requirement for formal bids as described in section 5.6311 in the purchasing policy.

**BACKGROUND/DISCUSSION:**

The acquisition of the valve insertion tool will allow the placement of water valves in existing water lines without shutting down the distribution system and disrupting water supplies to the Town of Florence residents.

The Town of Florence will soon be replacing approximately 20 hydrants in the areas of Florence Gardens and Caliente subdivisions. The valves located in these subdivisions have had a history of not working when needed and will be replaced as part of the fire hydrant projects. Because of this, the water distribution system typically has to be shut down to change out a fire hydrant or perform repairs. There are also needs for additional valves to be inserted that are not related to fire hydrant projects.

The Water Department will also use this tool immediately for the 1<sup>st</sup> Street Project. A total of four valves are planned as part of that project.

The Public Works Department has performed an analysis on the purchase of the valve insertion tool versus having a contractor perform a valve insertion. Depending on the size of the valve inserted, it takes approximately seven contractor installed valves to pay for the tool outright. The Water Department plans to install more than seven valves in the next 12 months based on current programmed Capital Improvement Projects.

**FINANCIAL IMPACT:**

The fiscal impact is \$62,500, and will be funded by the Water Enterprise Funds. There will be no impact to the General Fund.

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). Selection process pursuant to 5.6311. Town Staff reached out to all the manufacturers of valve insertion tools and obtained written competitive quotes. The written quote method was used in lieu of advertising for bids.

**RECOMMENDATION:**

Staff recommends that Town Council authorize the purchase of the Hydra-Stop Valve Insertion Tool from Hydra-Stop, in an amount not to exceed \$62,500.

**ATTACHMENTS:**

Bid Tabulation Sheet (including quotes from three different vendors)

**Town of Florence  
Bid Tabulation Sheet**

General Ledger Account Number 051-581-506

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

Date Prepared 9/20/2016

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

Prepared By Timm Wainscott

Formal Sealed Bid: # \_\_\_\_\_ Title \_\_\_\_\_ Opening Date \_\_\_\_\_ Opening Time \_\_\_\_\_

Item (include quality, brand, model, color):

Valve Insertion Tool; Model 412IV (EZ-Valve Machine Complete)

Vendor name Contact Person Phone/Fax	Payment Terms (Discount?)	Availability	Who Pays Shipping?	Unit Price	Extended Price	Comments
1 Hydra-Stop 144 Tower Drive, Burr Ridge, IL 60527 Phone 708-389-5111 Fax 708-389-5125		4 Weeks ARO			\$53,525.00	Taxes and freight not included.
2 Ferguson Waterworks 111 E. Buckeye Rd., Suite 5, Phoenix, AZ 85004-2725 Phone 602-495-8420 Fax 602-262-4276					\$59,750.64	AZ State Contract #ADSP014-074945; Taxes not included.
3 Kepner Phoenix, AZ Phone 602-255-0234 Fax 602-254-5503					\$74,954.60	Copper tubing price could change at time of shipment Connecting hardware not included in bid. Taxes not included.

Attach additional page(s), if necessary

**Vendor Selected** Hydra-Stop **Address** 144 Tower Drive, Burr Ridge, IL 60527

Justification (if not lowest price) \_\_\_\_\_

Department Head Approval \_\_\_\_\_ Date \_\_\_\_\_

Finance Director Approval \_\_\_\_\_ Date \_\_\_\_\_

Town Manager Approval \_\_\_\_\_ Date \_\_\_\_\_

9/21/2016+1^

\*If over \$25,000, must go to Town Council for approval.  
Attach this approved for to purchase request with written quotes, if applicable.

**Exhibit D**



[www.hydra-stop.com](http://www.hydra-stop.com)

Monday, August 08, 2016

Attn: Tim Wainscott

City of Florence, AZ  
775 North Main Street  
Florence, AZ 85132

A Division of ADS LLC  
144 Tower Drive  
Burr Ridge, IL 60527  
Telephone: 708 389 5111  
Fax: 708 389 5125

RE: Quotation HSPQ10855

Thank you for your interest in Hydra-Stop products. Please find your requested quote attached for the following equipment:

**Model 412IV**

The 412IV includes the following features:

- 4" -12" Valve Insertion Capabilities
- Hydraulic Drive Motor
- 250 psi Pressure Rating
- 16" Valve Insertion Capabilities with Optional Expansion Kit

Since 1980 Hydra-Stop products have been recognized as the leading manufacturer of equipment for the line tapping and line stopping industry. We have a solid reputation for innovative thinking and engineering concepts. We provide the highest level of customer service and, most importantly, we offer the most dependable equipment and services at the lowest possible cost.

Should you have any questions please feel free to call. You may also find out more about our products & services by visiting our website at [www.hydra-stop.com](http://www.hydra-stop.com).

Thank you for the opportunity to present this proposal for your consideration. If you have any further questions, or need any additional information, please do not hesitate to contact me directly.

Regards,  
Jason Baldauf  
Inside Sales Representative  
630-756-5217





144 Tower Drive | Burr Ridge, IL 60527  
 Phone: (708)389-5111 | Fax: (708)389-5125

**QUOTATION:** HSPQ10855

**DATE:** 08-08-2016

**Customer ID:**

**Bill To**

**City of Florence, AZ**

Tim Wainscott  
 775 North Main Street  
 Florence, AZ 85132

**Phone**  
**Fax**

**Ship To**

**City of Florence, AZ**

Tim Wainscott  
 775 North Main Street  
 Florence, AZ 85132

**Phone**  
**Fax**

Sales Representative	Created By	Tax Exempt	Terms	Type of Business
George Gilson	Jason Baldauf	No	TBD	FB - Forecasted Business
Incoterms	Freight	Lead Time	Client Request Date	Industry
Ex-Works	Prepay & Add	4 Weeks ARO		Water

Line	Part Number	Description	Qty	Unit Price	Ext. Price
1	3-412IV-412-250	IV Unit Complete, 4-12",SR/C/H - 250 PSI	1	\$44,000.00	\$44,000.00
2	HYDPOWERPACK-01	HYD POWER PACK UNIT 13 HP, 9 GPM, MR@1800 PSI, WITH HOSES AND QUICK CONNECTS	1	\$5,185.00	\$5,185.00
3	TRAINING	EQUIPMENT TRAINING	1	\$4,340.00	\$4,340.00

**Grand Total** **\$53,525.00**

The sale of product (s) or services provided by Hydra-Stop shall be governed by the attached Terms and Conditions. Hydra-Stop's offer to sell products to or to provide services to you ("Customer") is expressly limited by Customer's acceptance of these Terms and Conditions, as evidenced by Customer's issuance of a purchase order for products (s) or services, or Customer's payment for any additional products or services under the purchase order. Additional or different terms or conditions proposed by Customer (including those that may be contained in Customer's purchase order) shall be void and of no effect unless a written agreement to contrary is provided by Hydra-Stop.

**Authorizing Signature:**

I have read the quotation and agree to the terms and conditions outlined therein. To confirm this sales order, provide the following information and fax to (708)389-5125 or email to Jason Baldauf at jbaldauf@idexcorp.com.

Signature: \_\_\_\_\_

P.O Number: \_\_\_\_\_

Print Name: \_\_\_\_\_

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



FERGUSON WATERWORKS (3083)  
 111 EAST BUCKEYE ROAD SUITE 5  
 PHOENIX, AZ 85004-2725

Phone: 602-495-8420  
 Fax: 602-262-4276

Deliver To: From: Bill Romo Comments:
---

00:43:31 SEP 10 2016

Page 1 of 2

FERGUSON WATERWORKS #3083

Price Quotation

Phone: 602-495-8420

Fax: 602-262-4276

**Bid No:** B251679  
**Bid Date:** 09/08/16  
**Quoted By:** GBR

**Cust Phone:** 520-868-7507  
**Terms:** NET 10TH PROX

**Customer:** TOWN OF FLORENCE  
 PO BOX 2670  
 FLORENCE, AZ 85132

**Ship To:** TOWN OF FLORENCE  
 775 MAIN STREET  
 FLORENCE, AZ 85132

**Cust PO#:**

**Job Name:** EZ-VALVE MACHINE

Item	Description	Quantity	Net Price	UM	Total
	----- Pricing per our Az State Contract # ADSPO14-074945 ----- Ez-Valve Machine Complete -----				
SP-AVTEZM1H	4"-12" COMPLETE KIT HYDRAULIC	1	59750.640	EA	59750.64
	This complete kit comes with the cutting machine all the parts and hand tools in a metal tool box to install an Ez-Valve on 4"-12" pipes. The pipes that you can install these valves on are SCH40, Steel, C-900, Ductile Iron, and AC pipe.				
	----- SUBTOTAL				59750.64
	----- 4"-12" Ez-Valve Multiple OD's and Sizes -----				
AVT040EZVOL450	4 EZ VLV 4.50 OD OL STL IPS	1	3154.360	EA	3154.36
AVT040EZVOL500	4 EZ VLV 4.80-5.00 OD OL C900 DIP	1	3154.360	EA	3154.36
AVT040EZVOL555	4 EZ VLV 5.55 OD OL AC CL150	1	3551.750	EA	3551.75
AVT060EZVOL662	6 EZ VLV 6.625 OD OL STL IPS	1	3488.360	EA	3488.36
AVT060EZVOL710	6 EZ VLV 7.10 OD OL C900 DIP	1	3488.360	EA	3488.36
AVT060EZVOL755	6 EZ VLV 7.55 OD OL AC CL150	1	3887.300	EA	3887.30
AVT080EZVOL862	8 EZ VLV 8.625 OD OL STL IPS	1	3895.030	EA	3895.03
AVT080EZVOL915	8 EZ VLV 9.15 OD OL C900 DIP	1	3895.030	EA	3895.03
AVT080EZVOL970	8 EZ VLV 9.70 OD OL AC CL200	1	4292.400	EA	4292.40
AVT100EZVOL1075	10 EZ VLV 10.75 OD OL STL IPS	1	6000.950	EA	6000.95
AVT100EZVOL1120	10 EZ VLV 11.20 OD OL C900 DIP	1	6000.950	EA	6000.95
AVT100EZVOL1212	10 EZ VLV 12.12 OD OL AC CL200	1	6510.950	EA	6510.95



FERGUSON WATERWORKS #3083  
Price Quotation

Fax: 602-262-4276

00:43:31 SEP 10 2016

Reference No: B251679

Item	Description	Quantity	Net Price	UM	Total
AVT120EZVOL1275	12 EZ VLV 12.75 OD OL STL IPS	1	7045.040	EA	7045.04
AVT120EZVOL1330	12 EZ VLV 13.30 OD OL C900 DIP	1	7045.040	EA	7045.04
AVT120EZVOL1440	12 EZ VLV 14.40 OD OL AC CL200	1	7717.400	EA	7717.40
	Thank You				

<b>Net Total:</b>	\$132877.92
<b>Tax:</b>	\$11427.51
<b>Freight:</b>	\$0.00
<b>Total:</b>	\$144305.43

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This quote is offered contingent upon the buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at [http://wolseley.com/terms\\_conditionsSale.html](http://wolseley.com/terms_conditionsSale.html). Govt Buyers: All items are open market unless noted otherwise.

**LEAD LAW WARNING:** It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with \*NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

To: **Timm Wainscott**  
TOWN OF GILA BEND  
PO BOX A  
GILA BEND AZ 85337



From: FH081616A

Date: 8/30/2016

Quote:

**KUMAC QUICK VALVE  
TRANSMATE**

**No-Lead Brass Notice**

All returns for items that contain leaded brass will be reviewed by management for acceptance and credit approval will be per management discretion.

**Terms & Conditions**

The following terms and conditions apply to this quotation:

Due to the extreme volatility of raw material, energy, and transportation costs, the prices shown in this quotation are only valid for 30 days, with the exception of PVC Pipe prices. PVC prices will be subject to the Manufacturers price in effect at the time of shipment. Order releases and shipments delivered 60 days beyond the order date, or as stipulated, will be subject to the price in effect at the time of shipment.

Dana Kepner Company, Inc. is not responsible for manufacturers ability to ship material or hold prices.

Terms are net 30, and Quote is based on award of complete project.

**Due to volatility in the copper commodity market, copper tubing pricing will be determined at time of shipment.**

Connecting hardware for Non-DK supplied material is not included in bid, unless otherwise noted.

PVC Sewer Pipe may come in 13', 14', 20', & 22' lengths, based on availability. Regardless of product description in this proposal.

Quoted totals do not include taxes.

**Thank you for the opportunity to quote this project.**

Lake Havasu City  
P: 928.854.5050  
F: 928.854.5075  
Prescott  
P: 928.445.1433  
F: 928.445.9244


Show Low  
P: 928.537.4076  
F: 928.537.4147

Phoenix  
P: 602.255.0234  
F: 602.254.5503  
Tucson  
P: 520.624.7180  
F: 520.624.7280

<< Section Title >>

Qty	UM	Product Description	Unit Price	Total Price
1.0	EA	QUICK VALVE PACKAGE START-UP 6"-8" #364-00	\$35,570.00	\$35,570.00
1.0	EA	QUICK VALVE 4" ADD ON PACKAGE #364-02	\$5,190.87	\$5,190.87
1.0	EA	INSERTA VALVE 10"-12" INSERTION EQUIPMENT #358-00	\$11,412.83	\$11,412.83
1.0	EA	4" INSERTA VALVE OPEN LEFT #361-04	\$869.43	\$869.43
1.0	EA	6" QUICK VALVE SLEEVE 6.81-7.00 #310-0700010	\$1,125.51	\$1,125.51
1.0	EA	4" QUICK VALVE SLEEVE 4.91-5.10 #310-0510010	\$962.84	\$962.84
1.0	EA	6" INSERTA VALVE OPEN LEFT #361-06	\$962.90	\$962.90
1.0	EA	8" QUICK VALVE SLEEVE 8.95-9.15 #310-0915010	\$1,377.88	\$1,377.88
1.0	EA	8" INSERTA VALVE OPEN LEFT #361-08	\$1,151.32	\$1,151.32
1.0	EA	10" QUICK VALVE SLEEVE 11.05-11.45 #311-1145010	\$2,234.67	\$2,234.67
1.0	EA	10" INSERTA VALVE CANISTER #358-01-0975	\$5,930.84	\$5,930.84
1.0	EA	12" INSERTA VALVE SLEEVE 12.90-13.20 # 311-1320010	\$2,234.67	\$2,234.67
1.0	EA	12" INSERTA VALVE CANISTER #358-01-1175	\$5,930.84	\$5,930.84

Total Proposal Amount Before Taxes: \$74,954.60

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u> 11i.</b>
<b>MEETING DATE:</b> October 3, 2015  <b>DEPARTMENT:</b> Administration  <b>STAFF PRESENTER:</b> Brent Billingsley, Town Manager  <b>SUBJECT:</b> 2016 Groundwater Saving Agreement		<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:**

Approval of the 2016 Groundwater Saving Agreement with the Pinal County Water Augmentation Authority (PCWAA) and the Maricopa/Stanfield Irrigation and Drainage District (MSIDD).

**BACKGROUND/DISCUSSION:**

Each year, the Town enters into a Groundwater Savings Agreement with the Pinal County Water Augmentation Authority (PCWAA) and a drainage district. This year, the Town will contract with Maricopa/Stanfield Irrigation and Drainage District.

The Town is allocated 2048 acre feet of Central Arizona Project (CAP) water annually through a subcontract with Central Arizona Water Conservation District (CAWCD), but does not actually take physical delivery of the water. The agreement allows the PCWAA to purchase the water in the Town’s name and CAIDD to actually take physical delivery of the water.

In return, the Town will accrue stored water credits in its long-term storage account with the Arizona Department of Water Resources (ADWR). These credits allow the Town to avoid paying replenishment fees to the Central Arizona Groundwater Replenishment District, which the Town has never done.

The MSIDD pays for the CAP water in lieu of pumped groundwater within its District in the Pinal Active Management Area. Then PCWAA pays for the storage permit and the implementation of the agreement.

**FINANCIAL IMPACT:**

The Town paid \$353,280 for the CAP allotment covered by this agreement, and stands to receive \$61,440 in return in return through this agreement, along with long-term storage credits.

**STAFF RECOMMENDATION:**

Staff recommends entering into a Groundwater Savings Agreement with the PCWAA and the MSIDD. The Town Attorney has reviewed and approved the Agreement as to form.

**ATTACHMENTS:**

2016 Groundwater Saving Agreement

## **GROUNDWATER SAVINGS PROJECT AGREEMENT**

### **PARTIES:**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the **Pinal County Water Augmentation Authority** (the "Authority"), the **Town of Florence** (the "Town"), and **Maricopa-Stanfield Irrigation & Drainage District** (the "District"), to create and implement a Groundwater Savings Project ("GWSP").

### **RECITALS:**

#### **WHEREAS:**

A. The Town has a 2,048 acre-feet per year allocation of CAP water pursuant to a subcontract with the CAWCD, which is presently not being directly used, but desires to recharge at least the minimum amount necessary to meet its M&I requirements, between October 13, 2015 to September 30, 2016.

B. The District desires to use a portion of the Town's CAP allocation for agricultural irrigation as an affordable alternative to pumping ground water.

C. The Authority is charged with guiding and coordinating the development of water augmentation and water conservation efforts within the Pinal Active Management Area (AMA) in conjunction with local governmental entities and the Arizona Department of Water Resources.

D. The parties desire to develop and participate in a Groundwater Savings Project as a method of facilitating an affordable interim use of a portion of the Town's CAP allocation thereby preserving the ground water underlying the Pinal AMA, according to the terms and conditions set forth herein.

### **COVENANTS:**

#### **NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. **Intergovernmental Agreement.** This Intergovernmental Agreement ("Agreement") is entered into pursuant to the provisions of Arizona Revised Statutes §11-951, et seq.



2. **Definitions.**

2.1 "ADWR" shall mean the Arizona Department of Water Resources.

2.2 "BOR" shall mean the Bureau of Reclamation of the United States Department of the Interior.

2.3 "CAP Water" shall mean Central Arizona Project water that is part of the Town's allocation or other Central Arizona Project water which the Town has the legal right to use.

2.4 "CAWCD" shall mean the Central Arizona Water Conservation District.

2.5 "Facility Permit" shall mean permit issued by ADWR to the District and any amendments or supplements thereto.

2.6 "GWSP" shall mean the Ground Water Savings Project contemplated by this Agreement, whereby CAP water purchased by Town is delivered to the District for its direct use in order to preserve the Pinal AMA groundwater.

2.7 "GWS Water" shall mean CAP water purchased by the Authority on behalf of the Town and Delivered to the District under this Agreement.

2.8 "Pumped Water" shall mean water withdrawn from any of the wells within the District service area as shown on Exhibit "A".

2.9 "Storage Permit" shall mean the permit issued by ADWR to the Authority for storage of in lieu water pursuant to the Facility Permit issued to the District.

2.10 "Stored Water Credits" shall mean those credits accrued by the Town pursuant to this Agreement and Arizona Revised Statutes §45-852.01.

2.11 "Water Delivery System" shall mean the District turnout facilities at the CAP aqueduct used to deliver water to the District canals, including existing and future turnouts and pumps.

3. **Delivery of GWS Water.** Pursuant to the Storage Permit, and in quantities and on delivery dates scheduled by the District, up to Two Thousand Forty Eight acre feet (2,048 af)

of CAP Water shall be purchased in the name of the Town during the term of this Agreement, unless otherwise agreed, and its delivery shall be directed to the District. The District shall take delivery of the GWS Water at the delivery points agreed upon by the District and CAWCD, prior to September 30, 2016.. The parties shall pay the charges and fees for the purchase of the GWS Water in the manner set forth below. The District shall use such water for agricultural irrigation in lieu of Pumped Water within the District's service area within the Pinal AMA. The District shall use the GWS Water delivered under the Agreement in lieu of Pumped Water on a gallon-for-gallon substitute basis. The Town shall be entitled under this Agreement and Arizona law to the Stored Water Credits to the extent of GWS Water used by the District.

4. **Individual and Shared Expenses.** During the term of this Agreement the parties shall bear responsibility for individual and shared expenses as follows:

4.1 **District Expenses.**

4.1.1 Pay all the expenses of the delivery after receipt of GWS Water within the District beyond the Water Delivery System.

4.1.2 Absorb the District's legal and internal operating and administrative fees and expenses, relating to the receipt and use of GWS Water under this Agreement, including legal fees incurred by the District in the development and implementation of this Agreement.

4.2 **Town Expenses.**

4.2.1 Pay all of the M&I capital charges portion of the annual water rate charged by CAWCD for GWS Water under this Agreement.

4.2.2 Absorb its legal and internal operating and administrative fees and expenses relating to the development and implementation of this Agreement.

4.3 **Authority Expenses.**

4.3.1 Authority shall pay any and all costs for the Authority to obtain a Storage Permit.

4.3.2 Absorb its legal and internal operating and administrative fees and expenses relating to the development and implementation of this Agreement.

4.4 **Shared Expenses.** Based upon the annual M&I Water Rate charged by CAWCD, less the capital charges to be paid by the Town, the parties shall pay as follows for the GWS Water used by the District:

4.4.1 The District shall pay Fifty-three and no/100 (\$51.00) Dollars per acre foot.

4.4.2 The Town shall pay Eight-four and no/100 (\$80.00) Dollars per acre foot (based on Central Arizona Project Final 2015-2016 Rate Schedule, June 4, 2015).

4.4.3 The Authority shall pay the remaining balance of Thirty and no/100 (\$30.00) Dollars per acre-foot, subject to the terms and conditions set forth herein, as well as receipt of Legislative funding as implemented by the Arizona Department of Water Resources.

5. **GWS Water Delivery Point and Measurement.**

5.1 GWS Water furnished to the District pursuant to this Agreement shall be delivered to the District at its Water Delivery System.

5.2 All water delivered to the Water Delivery System shall be measured using the CAWCD water measuring equipment on site. The results of such measurements shall be provided to the Authority and the Town.

6. **Ordering and Billing.**

6.1 The Town shall schedule GWS Water deliveries from CAWCD in accordance with CAWCD's procedures and at the same time shall notify and deliver to the Authority and the District a copy of the Town's schedule.

6.2 The Town shall prepay charges for said GWS Water based on the schedule of deliveries and otherwise comply with the CAWCD rules and regulations concerning payment and security of payment for said water.

6.3 The District will attempt to take delivery and use not more than the

Town's annual allocation of CAP water.

6.4 The parties acknowledge the interruptible nature of the CAP water supply to be furnished under this Agreement. No party shall be liable to the other(s) for any damages resulting from curtailment, interruptions, discontinuances or reductions in supply or undeliverable water which are beyond the control of the party.

7. **Payment.** The Town shall issue a bill to the Authority and the District for the GWS Water delivered under this Agreement. The bill will be for the actual amount of GWS Water scheduled to be delivered to the Water Delivery System pursuant to Paragraphs 6.1 and 6.2 above and for which the Town has been billed and has paid. The amount billed shall be paid within Forty Five (45) days from the date of the bill. Late payments shall incur interest at the rate of 12% per annum from the date of delinquency of any such payment. The Authority and the District shall prepay in whole or in part their respective share of the cost for the GWS Water to be delivered under this Agreement. The District shall reimburse the other parties for any payments made for the delivery of water later canceled or not accepted by the District.

8. **Final Accounting.** In the event there is determined to have been an overpayment or underpayment for GWS Water by any party, the Parties will make any appropriate adjustment to the amount paid hereunder within forty five (45) days of the determination.

9. **Hold Harmless.** The Authority and the Town shall not be responsible for the control, carriage, handling, use, disposal, or distribution of GWS Water. The Parties shall hold each other harmless from damages or claims attributable to the negligent acts of a particular party arising out of the use of the GWS Water, any damages payable, or obligations arising as a result of such negligent acts shall be the sole responsibility of the negligent party.

10. **Quality of Water.** No Party makes any warranty as to the quality of any GWS Water and no Party is under any obligation to construct or furnish water treatment facilities to maintain or better the quality of any GWS Water.

11. **Accrual and Recovery of Town's Stored Water Credits.**

11.1 Pursuant to the Storage Permit, the Authority shall accrue Stored Water Credits for and on behalf of the Town in a long term storage account with ADWR for in lieu water delivered to the District. The Town may use such credits at its sole discretion consistent with this Agreement.

11.2 Recovery of Stored Water Credits shall be allowed from wells that the Town is permitted to recover Central Arizona Project water from, subject to the requirements and constraints of the recovery well permit, including any subsequent amendments.

12. **Records and Reporting.** The parties will maintain records and accounts of deliveries, storage and uses of water under this Agreement, on the basis of information received from CAWCD and the District. The District will furnish the Authority and the Town with all groundwater pump reports and information required. The Authority will file any reports required by the Storage Permit. Copies of all such records, accounts and reports shall be made available to the other parties upon request.

13. **Effective Date.** This Agreement shall become effective on the date first written above or the date it is filed with the Pinal County Recorder as required by Arizona Revised Statutes §11-952(G), whichever is later, when fully executed by the Parties and upon the receipt of all regulatory and other approvals necessary for the implementation thereof. The deliveries of GWS Water under this Agreement shall commence as soon after the issuance of the Storage Permit as possible.

14. **Term of Agreement.** This Agreement shall remain in effect until December 31, 2016 unless sooner terminated in accordance with Paragraph 16 below. The parties further agree that this Agreement may be extended for additional one (1) year periods, subject to prior written approval of both parties.

Termination may also occur as set forth herein, and subject to acceptability of CAP M&I water pricing, availability of revenue for the purposes of this Agreement, availability of water,

and the level of participation of other operating units in the GWSP contemplated by this Agreement.

15. **Compliance with Repayment Contract.** The parties acknowledge that the provisions of this Agreement shall in all respects comply with the terms of the Contract between the United States and CAWCD for Delivery of Water and Repayment of Costs of the Central Arizona Project, Contract No.: 14-06-W-245, Amendment No.1, dated December 1, 1988.

16. **Termination.** If any party fails to perform any obligation under this Agreement, including the payment of any charges required of the party, the other party or parties may terminate this Agreement, which termination shall be effective thirty (30) days after mailing written notice of default to the defaulting party. The defaulting party shall remain obligated to pay all charges required to be paid under this Agreement through and including the last day of the term of this Agreement.

17. **Notices.** Any notice, demand or request authorized or required by this Agreement shall be deemed to have been given when mailed, postage prepaid, or delivered as follows:

If to Town:                   Town of Florence  
Town Manager  
P.O. Box 2670  
Florence, AZ 85132

If to the District:         General Manager  
Maricopa-Stanfield Irrigation & Drainage District  
41630 W. Louis Johnson Dr.  
Maricopa, Arizona 85138

If to the Authority:       Pinal County Water Augmentation Authority  
Post Office Box 12684  
Casa Grande, Arizona 85130

The designation of the addressee or the address may be changed by notice given in the same manner as provided in this paragraph.

18. **General Provisions.**

18.1 **Time is of the Essence.** Time is of the essence in this Agreement and

each term, provision and condition hereof.

18.2 **Waiver**. No waiver by any Party of any default or breach by any other Party hereto shall be deemed to be or constitute a waiver of any other or subsequent default or breach.

18.3 **Binding Effect**. All terms, provisions and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

18.4 **Entire Agreement**. This Agreement, and all other documents contemplated or described herein which are or have been or shall be executed by the Parties hereto, accurately and completely reflect the mutual understanding of the Parties as to all matters addressed herein and therein, and there exists no other agreements, understandings, written or oral, between the Parties and no expectations which are not specifically set forth herein.

18.5 **Attorney's Fees and Costs**. In the event of a dispute, the successful party shall be entitled to reasonable attorney's fees and costs.

18.6 **Counterpart Executions**. This Agreement may be executed in multiple counterparts, and when a counterpart has been executed by each of the Parties hereto, such counterparts, taken together, shall constitute a single agreement. Duplicate originals may also be utilized, each of which shall be deemed an original document.

18.7 **Conflict of Interest**. The parties acknowledge that the Town may be entitled to terminate this Agreement in the event of a conflict of interest pursuant to the provisions of A.R.S. § 38-511, Arizona Revised Statutes.

18.8 **Acknowledgment of Dual Representation of Legal Counsel**.

The Authority and Town each acknowledge that the law firm of Cooper & Rueter, L.L.P. represents the Authority and the City of Eloy in a similar Agreement and that legal counsel for the Authority did not draft this Agreement but has reviewed this Agreement as to form and state law requirements for Intergovernmental Agreements. The Authority and Town hereby waives

any claim as to conflict of interest as a result of the law firm of Cooper & Rueter, L.L.P. representing the Authority and if applicable the City of Eloy.

**THIS AGREEMENT EXECUTED** this \_\_\_\_\_ Day of \_\_\_\_\_, 2016.

**Pinal County Water Augmentation Authority**

Attest: \_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Its Chairman

Approved as to Form:

\_\_\_\_\_  
Authority Attorney

**Town of Florence**

Attest: \_\_\_\_\_  
Town Clerk

By \_\_\_\_\_  
Mayor

Approved as to Form:

\_\_\_\_\_  
Town Attorney

**Maricopa-Stanfield Irrigation & Drainage District**


Attest: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Its President

Approved as to Form:

\_\_\_\_\_  
District Attorney



	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u></b> <b>11j.</b>
<b>MEETING DATE:</b> October 3, 2016  <b>DEPARTMENT:</b> Administration  <b>STAFF PRESENTER:</b> Lisa Garcia Deputy Town Manager/Town Clerk  <b>SUBJECT:</b> Greater Florence Chamber of Commerce 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> <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:**

Recommendation to the Arizona Department of Liquor Licenses and Control on the Greater Florence Chamber of Commerce’s application for a Special Event Liquor License for November 19, 2016.

**BACKGROUND/DISCUSSION:**

The Greater Florence Chamber of Commerce has submitted an application for a Special Event Liquor License for their Softball Tournament, on November 19, 2016, from 10:00 am to 10:00 pm, at Heritage Park, 600 N. Main Street, 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 first 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:
CSR:
License:

**APPLICATION FOR SPECIAL EVENT LICENSE**  
 Fee= \$25.00 per day for 1-10 days (consecutive)  
 Cash Checks or Money Orders Only

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: Greater Florence Chamber of Commerce

**SECTION 2** Non-Profit/IRS Tax Exempt Number: 86-0633213

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

- Charitable  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: Heritage Park  
 Address of Location: 600 N. Main St. Florence, Pinal AZ 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: Wood Lori 5-3-1962  
Last First Middle Date of Birth  
 2. Applicant's mailing address: PO Box 929 Florence AZ 85132  
Street City State Zip  
 3. Applicant's home/cell phone: (520) 868-9433 Applicant's business phone: (520) 868-9433  
 4. Applicant's email address: florencechamber@gmail.com

**SECTION 10**

1. 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.)

2. 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).)

3. 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.)

4. 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 Greater Florence Chamber of Commerce Percentage: 100%  
 Address PO Box 929 Florence AZ 85132  
Street City State Zip

Name \_\_\_\_\_ Percentage: \_\_\_\_\_  
 Address \_\_\_\_\_  
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 4 Number of Security Personnel  Fencing  Barriers

Explanation: security will be at each entrance/exit.

**SECTION 11** Dates and Hours of Event. Days must be consecutive but may not exceed 10 consecutive days.  
 See A.R.S. § 4-244(15) and (17) for legal hours of service.

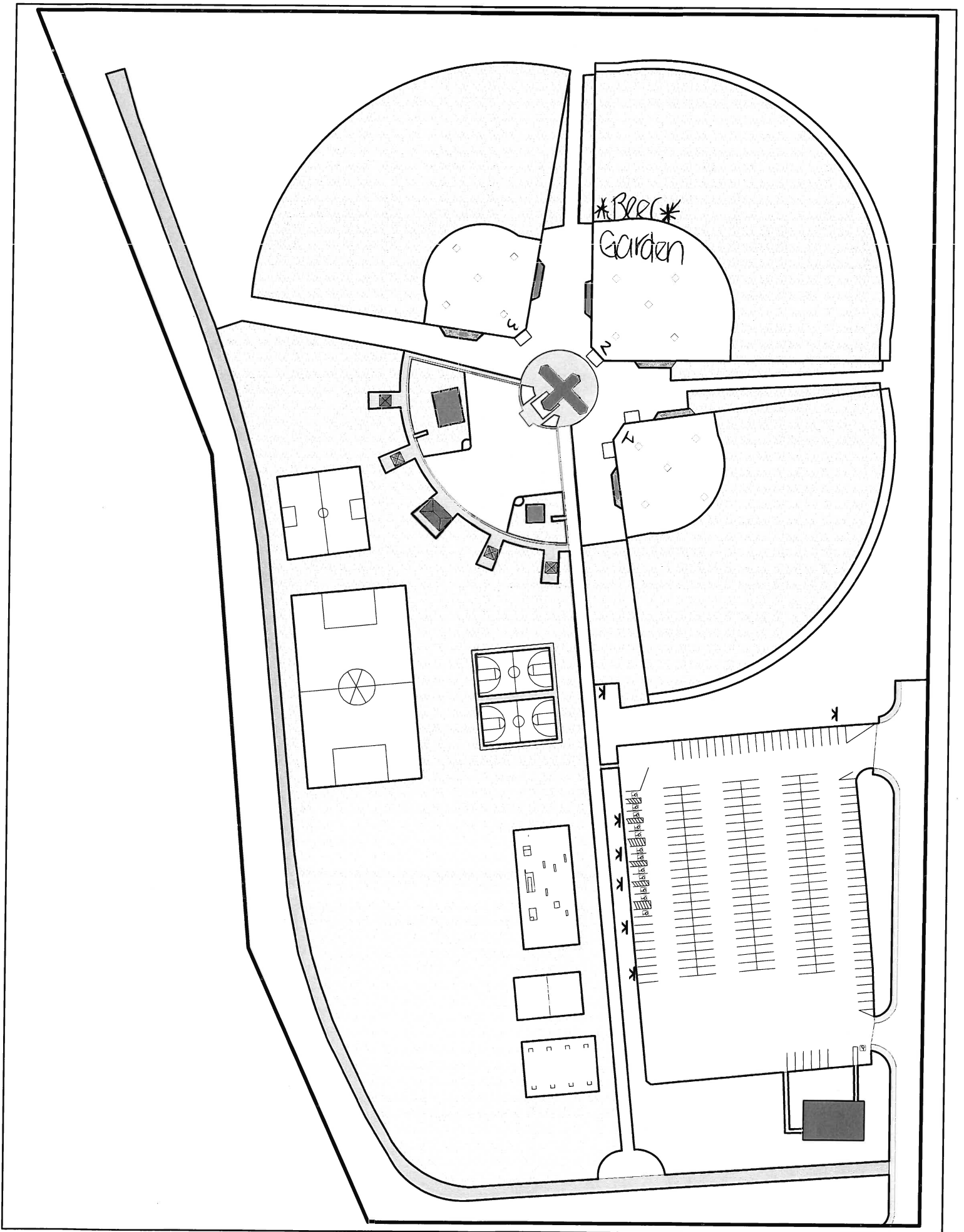
**PLEASE FILL OUT A SEPARATE APPLICATION FOR EACH "NON-CONSECUTIVE" DAY**

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>11/19/2016</u>	<u>Saturday</u>	<u>10am</u>	<u>10pm</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.

See attached

N↑



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

I, (Print Full Name) Elizabeth A. Beatty declare that I am an Officer, Director or Chairperson of the organization 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 Elizabeth A. Beatty Board Chairperson 9/26/2014 520-705-0250  
 Signature Title/ Position Date Phone Number

The foregoing instrument was acknowledged before me this 21<sup>st</sup> September 2014  
 Day Month Year

State Arizona County of Pinal

My Commission Expires on: 1-10-2020  
 Date

Patricia Buchanan  
 Signature of Notary Public

PATRICIA BUCHANAN  
 NOTARY PUBLIC  
 STATE OF ARIZONA  
 PINAL COUNTY  
 MY COMMISSION EXPIRES  
 JANUARY 10, 2020

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

I, (Print Full Name) Lori Wood 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 Lori Wood Executive Director 9-26-14 520-868-4633  
 Signature Title/ Position Date Phone Number

The foregoing instrument was acknowledged before me this 21<sup>st</sup> September 2014  
 Day Month Year

State Arizona County of Pinal

My Commission Expires on: 1-10-2020  
 Date

Patricia Buchanan  
 Signature of Notary Public

PATRICIA BUCHANAN  
 NOTARY PUBLIC  
 STATE OF ARIZONA  
 PINAL COUNTY  
 MY COMMISSION EXPIRES  
 JANUARY 10, 2020

Please contact the local governing board for additional application requirements and submission deadlines. Additional 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\\_links.pdf](http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf).

**SECTION 15 Local Governing Body Approval Section.**

I, \_\_\_\_\_ (Government Official) \_\_\_\_\_ (Title) recommend  APPROVAL  DISAPPROVAL

On behalf of \_\_\_\_\_ (City, Town, County) \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_ Phone \_\_\_\_\_

**SECTION 16 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>11k.</b>
<b>MEETING DATE:</b> October 3, 2016  <b>DEPARTMENT:</b> Community Development  <b>STAFF PRESENTER:</b> Mark Eckhoff, AICP Community Development Director  <b>SUBJECT:</b> Resolution No. 1601-16: Facilities Protection Agreement for the Bonnybrooke Solar Project.		<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. 1601-16: **A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING A FACILITIES PROTECTION AGREEMENT BETWEEN THE SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT (“SRP”), AN AGRICULTURAL IMPROVEMENT DISTRICT ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF ARIZONA, AND THE TOWN OF FLORENCE, AN ARIZONA MUNICIPAL CORPORATION, (“TOWN”) FOR THE BONNYBROOKE SOLAR PROJECT AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF ALL SUPPORTING DOCUMENTS.**

**BACKGROUND/DISCUSSION:**

The Bonnybrooke Solar Project consists of approximately 313 acres located in a portion of the east half of section 29, Township 4 South, Range 10 East of the Gila and Salt River Meridian, Pinal County, Arizona. The subject site was annexed into the Town and granted a General Plan Amendment and PUD zoning. Sunpower has nearly completed the photovoltaic (PV) solar energy facility on this site, which will now need to connect to SRP power grid via a 115kv utility line that runs parallel to the Bonnybrooke section line just north of the subject site. As been announced in recent press releases, Apple has acquired the project and will use the renewable energy credits generated by this facility towards their manufacturing plant in Mesa, Arizona.

This particular Agreement allows the Town to coordinate with SRP, Sunpower and Apple on the final steps needed to energize this new plant. Specifically, the Town has come to terms with SRP to allow SRP to run a high voltage electrical line between the plant and the aforementioned 115kv utility line in order to energize the plant. SRP and Sunpower sought this agreement since the Town has certain rights in the 66’ wide 1922 Declaration of Roadways that lies between the plant and the 115kv utility line. Though a matter like this may more typically be handled solely with a Right of Way Permit or

under a Franchise Agreement, SRP requested certain terms be addressed in this Agreement because of the magnitude and complexity of this project.

**FINANCIAL IMPACT:**

There are no fiscal impacts to the Town regarding this agreement.

**RECOMMENDATION:**

Motion to adopt Resolution No. 1601-16, approving a Facilities Protection Agreement for the Bonnybrooke Solar Project.

**ATTACHMENTS:**

Resolution No. 1601-16  
Facilities Protection Agreement for the Bonnybrooke Solar Project



**RESOLUTION NO. 1601-16**

**A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING A FACILITIES PROTECTION AGREEMENT BETWEEN THE SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT (“SRP”), AN AGRICULTURAL IMPROVEMENT DISTRICT ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF ARIZONA, AND THE TOWN OF FLORENCE, AN ARIZONA MUNICIPAL CORPORATION, (“TOWN”) FOR THE BONNYBROOKE SOLAR PROJECT AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF ALL SUPPORTING DOCUMENTS.**

**WHEREAS**, the Town seeks to encourage economic development within the Town of Florence and to support the development of renewable energy resources; and

**WHEREAS**, the Town has strived to work with all parties associated with the Bonnybrooke Solar Project in order to facilitate the development of this project and the timely energizing of this project consistent with the goals of the project’s owner, developer and benefactors; and

**WHEREAS**, the Town has an obligation to protect its rights related to the 1922 Declaration of Right of Ways located throughout the corporate limits and by this Resolution takes no action to diminish said rights; and

**WHEREAS**, the Facilities Protection Agreement (“Agreement”) for the Bonnybrooke Solar Project addresses the concerns of the applicable parties and allows the Town to facilitate the completion of the subject solar project while also protecting the Bonnybrooke section line 1922 66’ wide Declaration of Right of Way; and

**WHEREAS**, with this Agreement, the Map of Dedication for Diversion Dam Road approved by Resolution No. 1585-16, but not yet recorded, should be amended to preserve the south 33’ of the Bonnybrooke section line 1922 Declaration of Right of Way and to make proper accommodations for the overhead utilities within said Right of Way.

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

1. Approve the Facilities Protection Agreement for the Bonnybrooke Solar Project as made a part of this Resolution.
2. This Resolution shall also amend Resolution No. 1585-16 allowing the minor aforementioned changes to the Map of Dedication for Diversion Dam Road in order to facilitate the execution of the Facilities Protection Agreement for the Bonnybrooke Solar Project.

3. Authorize execution by the Town Manager of any documentation necessary for the recording of all related documents.

**PASSED AND ADOPTED** by the Mayor and Council of the Town of Florence, Arizona, this 3<sup>rd</sup> day of October 2016.

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

## FACILITIES PROTECTION AGREEMENT

The SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT (“SRP”), an agricultural improvement district organized and existing under the laws of the State of Arizona and the TOWN OF FLORENCE, an Arizona municipal corporation, (together with any governmental successor in interest, the “Town”) hereby enter into this FACILITIES PROTECTION AGREEMENT (“Agreement”) effective as of October \_\_\_\_\_, 2016 (“Effective Date”).

### RECITALS:

- A. SRP has easement rights to the Easement Parcel pursuant to those certain High Voltage Easements attached hereto as **Exhibit A** (the “Easements”). The Easement Parcel, which is legally described on **Exhibit B** attached hereto, includes an area sixty-six feet (66’) in length to which the Town claims certain rights pursuant to that certain Declaration of Road, recorded at Docket 375, Page 573 in the official records of Pinal County (“Road Declaration”).
- B. In consideration of and as an inducement to SRP to install the Facilities (defined below) within the Easement Parcel, Town has agreed to enter into this Facilities Protection Agreement to protect SRP’s right to construct, install, reconstruct, replace, remove, repair, operate and maintain the Facilities.
- C. SRP acknowledges that the Town intends to issue a Right-of-Way Permit for the Facilities (“ROW Permit”).

### AGREEMENT:

NOW, THEREFORE, in consideration of the Recitals set forth above, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### ARTICLE 1 - INCORPORATION BY REFERENCE; DEFINED TERMS

- 1.1. Incorporation of Exhibits and Recitals. All Exhibits and Schedules attached to this Agreement are incorporated herein by this reference with the same force and effect as if fully set forth in the body hereof. The Recitals set forth at the beginning of this Agreement are hereby acknowledged and incorporated herein and the Parties hereby confirm the accuracy thereof.
- 1.2. Defined Terms. All capitalized terms used in this Agreement shall have the meanings ascribed thereto within the body of this Agreement, or, if not set forth within this Agreement, as set forth in the Easements.

## ARTICLE 2- EASEMENT PARCEL

2.1. Right to Use. Town hereby grants SRP the non-exclusive right to use the Easement Parcel for the construction, installation, reconstruction, replacement, removal, repair, operation and maintenance of: conductors, cables, wires, communication and signal lines; and other appliances, appurtenances, and fixtures (collectively, “Facilities”) for the transmission and distribution of electricity, communication signals and data, and for all other purposes connected therewith at such locations and elevations in, upon, over, across, through and along the Easement Parcel, as Grantee may now or in the future deem convenient or necessary from time to time, together with the right of access to, from, over, across, and along the Easement Parcel for the purpose of exercising the rights granted to Grantee herein. In the event of a conflict between the ROW Permit and this Agreement, the terms and conditions of this Agreement shall control.

**CAUTION: Facilities placed within the Easement Parcel may contain high voltage electrical equipment. Notice is given that any activity performed within the Easement Parcel shall comply with the Arizona Overhead Powerline Safety Law, A.R.S. Sections 40-360.41-45.**

2.2. Reservation of Rights. Town reserves all rights granted pursuant to the Road Declaration which do not interfere with the rights and privileges granted to SRP hereunder, or endanger the Facilities, provided that the Town complies with any and all requirements and obligations of the Town hereunder.

2.3. Use Approval Procedures. Prior to commencing any construction or other development activity (“Work”) within the Easement Property, Town shall consult and coordinate such Work with SRP by submitting all construction, grading, or other development plans, as applicable, describing the proposed Work to SRP for SRP’s approval. SRP will limit its review of any proposed Work as to whether or not the Work conflicts with SRP’s ability to construct, install, reconstruct, replace, remove, repair, access, operate or maintain the existing Facilities. If SRP determines through the exercise of its sole discretion that the Work conflicts with SRP’s ability to construct, install, reconstruct, replace, remove, repair, access, operate or maintain the existing Facilities, SRP may deny or condition any requested approval to eliminate such conflict. Such construction and/or development plans shall show all improvements and activities to be located within the Easement Parcel, and any alterations thereto. Without limiting the foregoing, no building or other structure shall be installed or placed, no trees shall be planted, no well shall be drilled, and no materials shall be stored within the Easement Parcel. Further, the only plants which may be placed within the Easement Parcel shall be the groundcover plants on SRP’s list of groundcover plants approved for use within easements.

2.4. No Poles, Facilities Clearance. Notwithstanding anything herein to the contrary, SRP agrees that all Facilities will be overhead facilities and that no poles, guy wires, or ground mounted equipment will be constructed or installed within the Easement Parcel. The Facilities shall be installed a minimum of twenty-five feet (25’) above the grade of the Easement Parcel existing on the Effective Date. SRP is not responsible for any change in grade occurring within the Easement Parcel after the Effective Date.

## ARTICLE 3- FUTURE RELOCATION OF SRP FACILITIES

3.1. Process. If reasonably required in connection with a Town capital improvements project, Town may request that SRP relocate (“Future Relocation”) one or more of the Facilities then existing within the Easement Parcel to a new location (“Relocated Facilities”), understanding that the relocation of such Facilities may require that SRP design a new configuration for the Relocated Facilities, which may include the installation of additional Facilities. The Parties shall cooperate in effectuating any and all Future Relocations in accordance with the procedures then in effect between the Parties applicable to Town requests to relocate the Facilities, subject to the requirements of **Section 3.2**.

3.2. Requirements. Notwithstanding the provisions of **Section 3.1**, the following requirements shall apply to all Future Relocations, provided that such Future Relocation is requested by the Town:

(a) Easement over New Location. In connection with the Future Relocation, the Town shall acquire and/or provide SRP with an easement to protect the Relocated Facilities in the new location. This Agreement and SRP’s right to occupy the Easement Parcel will remain in effect until the Relocated Facilities have been relocated to a reasonable new location, as described in (c), and the new easement is executed, acknowledged, and recorded against the new location. If the Town does not have fee title, or other legal right to subject the title of the new location to the easement, the Town will obtain the easement from any and all owners of such land to the recordation of such new easement. Town will pay all costs and expenses related to the acquisition of such new easement.

(b) Relocation Costs. Town shall pay one hundred percent (100%) of the Relocation Costs of the Future Relocation, and the installation and construction of the Relocated Facilities within the new location. As used herein, “Relocation Costs” means all costs, expenses, fees and charges incurred and paid to contractors, architects, engineers, surveyors, governmental agencies, construction managers, and other parties (including SRP’s internal departments) for materials, labor, design, engineering, surveying, site excavation and preparation, payment and performance bonds, and other costs and expenses reasonably necessary for the relocation or removal of the Facilities and the installation and construction of new SRP Facilities required to replace such Facilities.

(c) Property Acquisition Requirements. Town agrees to provide sufficient land for the Future Relocation so that SRP’s ability to construct, repair, replace, reconstruct, operate and maintain the Relocated Facilities is preserved. Town and SRP will cooperate reasonably to determine the amount and location of land sufficient for the Future Relocation, provided that SRP will not be obligated to relocate the Relocated Facilities to (1) any retention or detention basins, or other areas which serve as drainage areas, (2) any location that does not provide the required clear operational areas, or (3) any location that would result in any or all the Facilities, located or to be located as part of the Future Relocation, within the new easement area being out of compliance with any or all requirements of the National Electric Safety Code.

**ARTICLE 4 – OTHER PROVISIONS**

4.1. Term. The term of this Agreement shall commence on the Effective Date. This Agreement shall remain in full force and effect until and unless terminated through a written notice referencing this agreement and formally abandoning all of SRP rights under this Agreement. Effective as of the date of such termination, all of the Parties’ rights and obligations under this Agreement shall terminate, except that SRP shall have the right to remove any SRP property remaining within the Easement Parcel within a reasonable period of time after such termination.

4.2. Entire Agreement. This Agreement, which includes the following listed Exhibits, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement, understanding, negotiation or representation regarding the subject matter covered by this Agreement.

- |                  |                 |
|------------------|-----------------|
| <b>Exhibit A</b> | Easements       |
| <b>Exhibit B</b> | Easement Parcel |

4.3. Applicable Law. This Agreement 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, including the applicability of A.R.S. 38-511.

4.4. Severability. Invalidation of one or more of the covenants, rights, or conditions in this Agreement, or any part thereof, shall not affect any of the other covenants, rights, or conditions in this Agreement, or any part thereof, which shall remain in full force and effect.

4.5. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

*[Signatures Begin on Following Page]*

IN WITNESS WHEREOF, the Town and SRP have each caused its name to be executed by its duly authorized representative(s) as of the Effective Date.

**TOWN:**

TOWN OF FLORENCE, ARIZONA, a municipal corporation

\_\_\_\_\_, Town Manager

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Town Attorney

**SRP:**

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, an agricultural improvement district organized and existing under the laws of the State of Arizona,

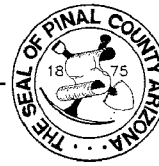
By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**EXHIBIT A**  
**EASEMENTS**





**WHEN RECORDED MAIL TO:**

**SALT RIVER PROJECT**  
Land Department/PAB350  
PO Box 52025  
Phoenix, Arizona 85072-2025

DATE/TIME: 04/12/2016 1150  
FEE: \$8.00  
PAGES: 7  
FEE NUMBER: 2016-021939



**AFFIDAVIT EXEMPT PURSUANT TO  
A.R.S. §§ 11-1134(A)(2) and (A)(3)**

***TRANSMISSION LINE EASEMENT***

Pinal County  
Assessor Parcel Book & Page #201-26  
E2 Sec 29, T4S, R10E

Agt. SFH  
Job #LJ6004

**APPLE INC., a California corporation,**

hereinafter called Grantor, for and in consideration of the sum of Ten Dollars and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant and convey to **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, hereinafter called Grantee, and Grantee's employees, contractors, co-owners, participants, licensees, invitees, successors and assignees, a non-exclusive easement to construct, install, reconstruct, replace, remove, repair, operate and maintain: a line or lines of poles, towers, or other supporting structures; conductors, cables, wires, communication and signal lines; guys, anchorage, crossarms, braces, transformers, vaults, manholes, and pad-mounted equipment; underground conduits, conductors, pipes, cables, wires; fiber optic, microwave, and antennae for communication or data transmission purposes; and other appliances, appurtenances, and fixtures (collectively, "Facilities") for the transmission and distribution of electricity, communication signals and data, and for all other purposes connected therewith at such locations and elevations in, upon, over, under, across, through and along the Easement Parcel (defined below), as Grantee may now or in the future deem convenient or necessary from time to time, together with the unrestricted right of vehicular and pedestrian access to, from, over, across, and along the Easement Parcel, including without limitation at any intersection of the Easement Parcel and a public road or right of way (collectively, the Easement).

The lands in, upon, over, across, through and along which the Easement is granted are situated in the County of Pinal, State of Arizona, and are more particularly depicted and described as:

**Easement Parcel:**

***SEE EXHIBIT "A", attached hereto and incorporated herein with this reference***

**CAUTION: Facilities placed within the Easement Parcel may contain high voltage electrical equipment. Notice is given that the location of underground electrical conductors and other facilities must be verified as required by the Arizona Blue Stake Law, A.R.S. Sections 40-360.21-32, prior to any excavation. Notice is also given that any activity performed within the Easement Parcel shall comply with the Arizona Overhead Powerline Safety Law, A.R.S. Sections 40-360.41-45.**

The Easement is governed by the following terms and conditions:

1. Use Approval Procedures. Grantor may, with the prior written consent, which may be granted or denied through the exercise of Grantee's sole discretion, use (or permit third party use of) the Easement Parcel for specific purposes. Prior to the commencement of any construction or development activity on, or any other use of the Easement Parcel, Grantor shall provide Grantee with plans describing Grantor's proposed use. Such plans shall include without limitation all construction and other development plans showing all proposed improvements to be located within, and activities to be conducted on the Easement Parcel, or any proposed alterations thereto. Grantor shall further obtain Grantee's written consent, in accordance with the provisions of this paragraph 1, for any use of the Easement Parcel in existence as of the recordation date of this Easement. Any Grantee consent to the use of the Easement Parcel shall be documented in writing and is hereby subject to all such uses complying with Grantee's clearance, access, and construction standards, as well as National Electrical Safety Code (NESC), Arizona law, Federal law (including OSHA), and all other applicable rules, codes or regulations.
2. Development Standards. Unless agreed to in writing in each instance, the entirety of the Easement Parcel shall be drivable by Grantee's line maintenance vehicles. Any and all below-ground facilities located within the Easement Parcel shall be designed to meet Grantee's then current minimum loading standards. As of the recordation date, such below-ground facilities must be designed to withstand a minimum loading of 320 pounds per square inch (PSI) applied to the ground surface under a crane outrigger pad measuring 27 inches in diameter. Notwithstanding anything herein to the contrary, under no circumstances may any use of the Easement Parcel (by Grantor or any third party) interfere with Grantee's right and ability to construct, access, maintain and use the Facilities, or endanger any of the Facilities or the use thereof.
3. Prohibited Activities. Without limiting Grantee's approval rights under paragraph 1 above: (i) Grantor shall not construct, install or place, or permit to be constructed, installed or placed, any building or other structure, plant any trees, drill any well, store materials of any kind, alter the ground level, or allow the installation of utilities or private or public roadways within the Easement Parcel, or its associated airspace; and (ii) no plants may be installed within the Easement Parcel unless such plants are on Grantee's list of plants approved for use within easements. Notwithstanding the provisions of this paragraph 3, Grantor may obtain prior written approval from Grantee, in accordance with the requirements of paragraph 1, to grade within the limits of the Easement Parcel.
4. Fences. Grantee, at its expense, may construct, modify, and maintain access openings, at such locations and of such dimensions as solely determined by Grantee, in all existing fences and walls across or within the Easement Parcel and may construct, maintain, and use gates in all existing walls and fences. If Grantor constructs fences or walls across the Easement Parcel, Grantor shall, at its expense, provide Grantee with openings at locations and of such dimensions as solely determined by Grantee. Grantor, at its expense, may install gates across such openings and, if such gates are locked, shall install a multiple locking device, accessible by both Grantor and Grantee. Nothing set forth in this paragraph 4 restricts or otherwise modifies Grantee's approval rights under paragraph 1, and Grantor shall obtain prior written approval for any existing or proposed fences and walls within the Easement Parcel.
5. Vegetation. Grantee shall have the right (but not the obligation) to trim, cut and clear away trees, brush or other vegetation on, or which encroaches into, the Easement Parcel, whenever in its judgment the same shall be necessary for Grantee's use, operation or maintenance of, or access to the Facilities, or for safety or system reliability reasons.
6. Perpetual Nature of Easement. The Easement, and Grantee's rights hereunder, shall be perpetual, and shall not terminate until, and unless abandoned through the recordation of a document formally

abandoning the Easement, which references this instrument and is executed and acknowledge by Grantee. Upon such recordation, all Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Parcel within a reasonable time subsequent to such abandonment.

7. Successors and Assigns. The benefits and burdens, and the covenants and agreements herein set forth shall run with and burden the land and shall extend and inure in favor and to the benefit of, and shall be binding on Grantor and Grantee and their successors and assigns. Grantee shall have the right to assign the Easement, in whole or in part, to one or more assignees and, upon the assignment, any such assignee hereby assumes the rights and obligations of the Grantee hereunder with respect to the portion of the Easement assigned.

8. Rights and Remedies Cumulative. The rights and remedies hereunder are cumulative, and the exercise of any one or more of such rights or remedies shall not preclude the exercise, at the same or different times, of any other right or remedy available.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, **APPLE INC., a California corporation**, has caused its name to be executed by its duly authorized representative(s), this 1<sup>st</sup> day of April, 2016.

**APPLE INC.,  
a California corporation**

By: \_\_\_\_\_  
Name: Kristina Raspe  
Title: Sr. Director, MUR (E&I)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Santa Clara

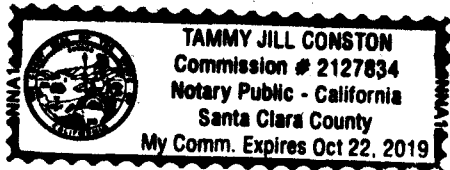
On April 1, 2016 before me, Tammy Jill Conston, Notary Public  
(insert name and title of the officer)

personally appeared Kristina Raspe, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

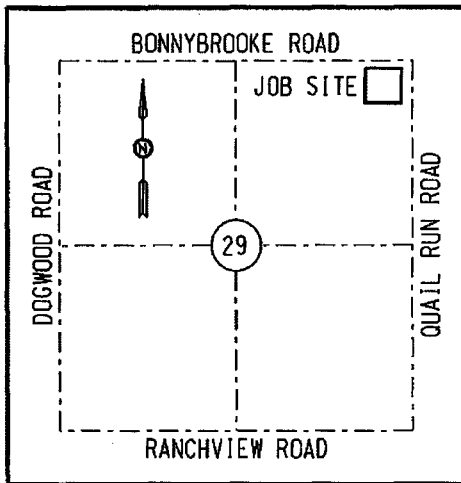
WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)



**Note: This instrument is exempt from the real estate transfer fee and affidavit of legal value required under A.R.S. Sections 11-1132 and 11-1133 pursuant to the exemptions set forth in A.R.S. Sections 11-1134(A)(2) and (A)(3).**

# EXHIBIT "A"



VICINITY MAP (N.T.S.)  
T4S R10E  
G&SRM



**REGISTRATION**  
**EXPIRES: 03-31-2019**

## LEGEND

- SECTION AND CENTERLINE
- LIMITS OF TRANSMISSION EASEMENT
- ROAD RIGHT OF WAY
- ◆ SECTION CORNER AS NOTED

## ABBREVIATION TABLE

APN	ASSESSOR PARCEL NUMBER
COR	CORNER
DKT	DOCKET
FND	FOUND
G&SRM	GILA AND SALT RIVER MERIDIAN
IP	IRON PIPE
N.T.S.	NOT TO SCALE
OBS	OBSERVED
PCR	PINAL COUNTY RECORDER
PG	PAGE
RLS	REGISTERED LAND SURVEYOR
ROW	RIGHT OF WAY
SEC	SECTION
W/	WITH
(M)	MEASURED

BASIS OF BEARING  
RECORD OF SURVEY PER 2016-003177 PCR  
THE NORTH LINE OF THE NORTHEAST QUARTER OF  
SECTION 29, TOWNSHIP 4 SOUTH, RANGE 10 EAST

OVERHEAD ELECTRIC POWER LINE RIGHT-OF-WAY PINAL COUNTY, ARIZONA

## CAUTION

THE EASEMENT LOCATION AS HEREON DELINEATED MAY CONTAIN HIGH VOLTAGE ELECTRICAL EQUIPMENT. NOTICE IS HEREBY GIVEN THAT THE LOCATION OF UNDERGROUND ELECTRICAL CONDUCTORS OR FACILITIES MUST BE VERIFIED AS REQUIRED BY ARIZONA REVISED STATUTES, SECTION 40-380.21, ET. SEQ., ARIZONA BLUE STAKE LAW, PRIOR TO ANY EXCAVATION.

## NOTE

THIS EXHIBIT IS INTENDED TO ACCOMPANY AN EASEMENT. ALL PARCELS SHOWN WERE PLOTTED FROM RECORD INFORMATION, AND NO ATTEMPT HAS BEEN MADE TO VERIFY THE LOCATION OF ANY BOUNDARIES SHOWN. THIS IS NOT AN ARIZONA BOUNDARY SURVEY.

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT	
SRP JOB NUMBER: 12117	SCALE: NOT TO SCALE
AMP W/O NUMBER: N/A	SHEET: 1 OF 2
AGENT: JOHNSEN	SHEET SIZE: 8.5"x11"
DRAWN: THOMAS	REVISION: 0
CHECKED BY: <i>GOREHAM</i>	CREW CHIEF: PETERSON
DATE: 03-17-16	FIELD DATE: 03-11-16



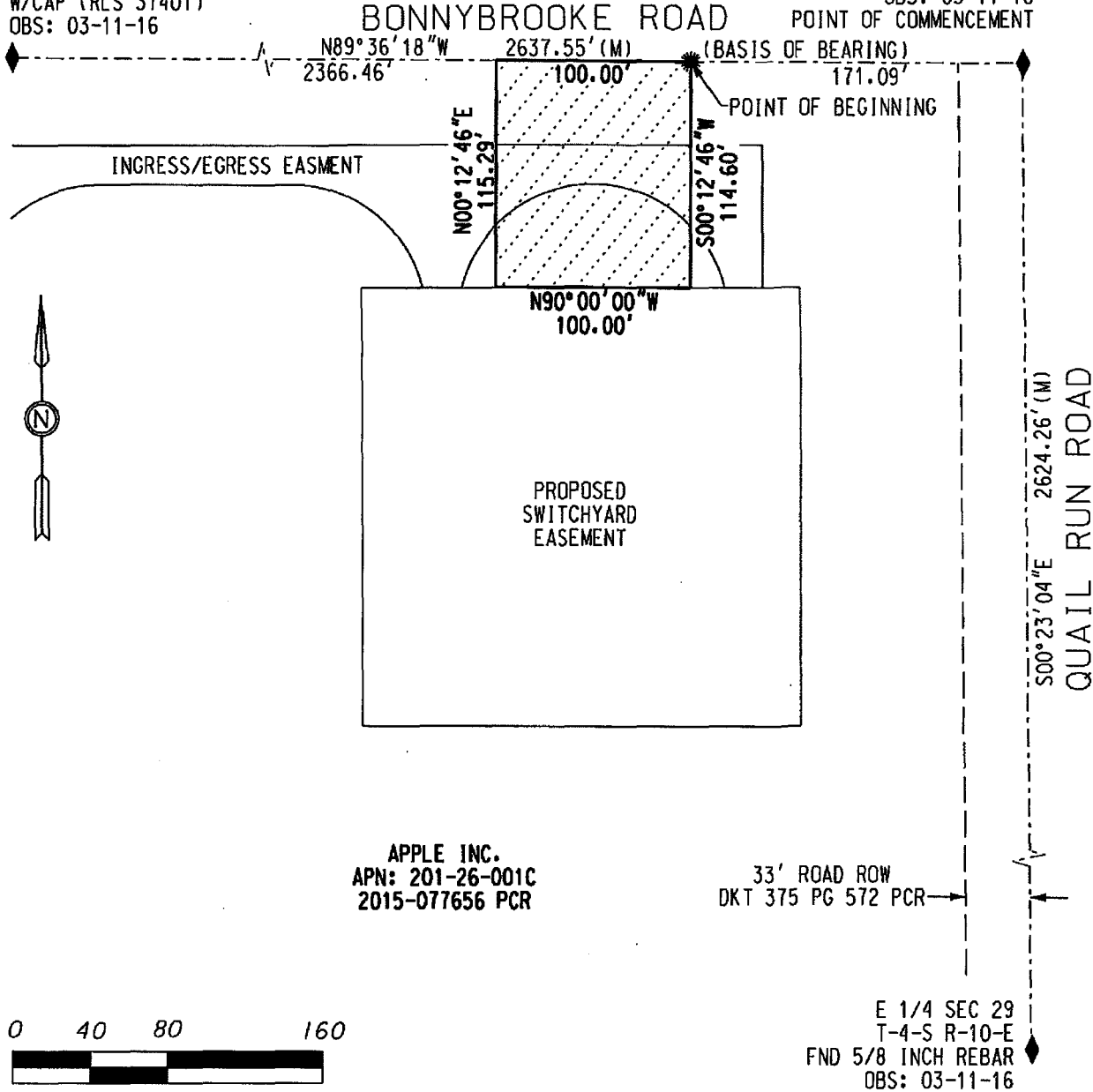
SURVEY DIVISION  
LAND DEPARTMENT

**COCHRAN 115KV PROJECT**  
**NE 1/4 SEC 29**  
**T-4-S R-10-E**  
**55.7E 22.2S**

# EXHIBIT "A"

N 1/4 SEC 29  
T-4-S R-10-E  
FND 1/2 INCH REBAR  
W/CAP (RLS 37401)  
OBS: 03-11-16

NE COR SEC 29  
T-4-S R-10-E  
FND 1 INCH IP  
OBS: 03-11-16



E 1/4 SEC 29  
T-4-S R-10-E  
FND 5/8 INCH REBAR  
OBS: 03-11-16

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT	
SRP JOB NUMBER: 12117	SCALE: 1" = 80'
AMP W/O NUMBER: N/A	SHEET: 2 OF 2
AGENT: JOHNSEN	SHEET SIZE: 8.5"x11"
DRAWN: THOMAS	REVISION: 0
CHECKED BY: GOREHAM	CREW CHIEF: PETERSON
DATE: 03-17-16	FIELD DATE: 03-11-16

**SRP** SURVEY DIVISION  
LAND DEPARTMENT

**COCHRAN 115KV PROJECT**  
NE 1/4 SEC 29  
T-4-S R-10-E  
55.7E 22.2S

**EXHIBIT 'A'**  
**TRANSMISSION EASEMENT**

**JOB NUMBER: 12117**  
**JOB NAME: COCHRAN 115KV PROJECT**  
**DATE: 03-17-16**

A TRANSMISSION EASEMENT LOCATED IN THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 4 SOUTH, RANGE 10 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 29, BEING AN 1 INCH IRON PIPE, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 29, BEING A 1/2 INCH REBAR, BEARS NORTH 89 DEGREES 36 MINUTES 18 SECONDS WEST, A DISTANCE OF 2637.55 FEET (BASIS OF BEARING);

THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 29, NORTH 89 DEGREES 36 MINUTES 18 SECONDS WEST, A DISTANCE OF 171.09 FEET TO THE POINT OF BEGINNING;

THENCE DEPARTING SAID NORTH LINE, SOUTH 00 DEGREES 12 MINUTES 46 SECONDS WEST, A DISTANCE OF 114.60 FEET TO THE NORTH LINE OF A PROPOSED SWITCHYARD EASEMENT;

THENCE ALONG THE NORTH LINE OF SAID SWITCHYARD EASEMENT, NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 100.00 FEET;

THENCE DEPARTING THE NORTH LINE OF SAID SWITCHYARD EASEMENT, NORTH 00 DEGREES 12 MINUTES 46 SECONDS EAST, A DISTANCE OF 115.29 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER;

THENCE ALONG SAID NORTH LINE, SOUTH 89 DEGREES 36 MINUTES 18 SECONDS EAST, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

SAID TRANSMISSION EASEMENT CONTAINS AN AREA OF 11,494 SQUARE FEET, MORE OR LESS.



**REGISTRATION**  
**EXPIRES 03-31-2019**

**WHEN RECORDED MAIL TO:**

**SALT RIVER PROJECT**

Land Department/PAB350  
PO Box 52025  
Phoenix, Arizona 85072-2025

**AFFIDAVIT EXEMPT PURSUANT TO  
A.R.S. §§ 11-1134(A)(2) and (A)(3)**

***HIGH VOLTAGE EASEMENT***

Pinal County  
APN #201-22-002  
SE4 Sec 20, T4S, R10E

Agt. SFH  
Job #LJ60004  
W \_\_\_\_\_ C \_\_\_\_\_

**ARCUS Langley Farms 2012, LLC,  
a Delaware limited liability company**

hereinafter called Grantor, for and in consideration of the sum of Ten Dollars and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant and convey to **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, and its successors and assigns, hereinafter called Grantee, for use by Grantee and Grantee's employees, contractors, co-owners, participants, licensees, and invitees, a non-exclusive easement to construct, install, reconstruct, replace, remove, repair, operate and maintain: conductors, cables, wires, communication and signal lines; and other appliances, appurtenances, and fixtures (collectively, "Facilities") for the transmission and distribution of electricity, communication signals and data, and for all other purposes connected therewith at such locations and elevations in, upon, over, across, through and along the Easement Parcel (defined below), as Grantee may now or in the future deem convenient or necessary from time to time, together with the right of access to, from, over, across, and along the Easement Parcel for the purpose of exercising the rights granted to Grantee herein (collectively, the Easement).



The lands in, upon, over, across, through and along which the Easement is granted are situated in the County of Pinal, State of Arizona, and are more particularly depicted and described as:

**Easement Parcel:**

**SEE EXHIBIT "A", attached hereto and incorporated herein with this reference**

**CAUTION: Facilities placed within the Easement Parcel may contain high voltage electrical equipment. Notice is given that any activity performed within the Easement Parcel shall comply with the Arizona Overhead Powerline Safety Law, A.R.S. Sections 40-360.41-45.**

The Easement is governed by the following terms and conditions:

1. **Reservation of Rights.** Grantor reserves the right to use and occupy the Easement Parcel for any purposes which will not interfere with the rights and privileges granted to Grantee hereunder or endanger the Facilities, provided that Grantor complies with any and all requirements and obligations of Grantor hereunder.
2. **Use Approval Procedures.** Prior to the commencement of any construction or other development activity ("Work") within the Easement Property, Grantor shall obtain Grantee's prior written approval by submitting all construction, grading, or other development plans, as applicable, describing the proposed Work. Grantee may grant or deny such approval through the exercise of Grantee's reasonable discretion, provided that it shall be deemed reasonable for Grantee to deny or condition such approval if the proposed Work conflicts with the existing Facilities, including access thereto. Such construction and/or development plans shall show all improvements and activities to be located within the Easement Parcel, and any alterations thereto. Without limiting the foregoing, no building or other structure shall be installed or placed, no trees shall be planted, no well shall be drilled, and no materials shall be stored within the Easement Parcel. Further, the only plants which may be placed within the Easement Parcel shall be the groundcover plants on Grantee's list of groundcover plants approved for use within easements.
3. **Modification or Relocation of Facilities.** Grantor reserves the right to request the modification or relocation of all or a portion of the Facilities by submitting such a request through Grantee's standard Facilities modification/relocation process. Provided that all of applicable requirements are met, as determined by Grantee through the exercise of Grantee's sole discretion, and all of Grantee's related costs and expenses (including without limitation the costs of processing such application) are paid or reimbursed, Grantee will modify or relocate, as applicable, the Facilities in a manner consistent with such request.
4. **Clearance of Vegetation.** Grantee shall have the right (but not the obligation) to trim, cut and clear away trees, brush or other vegetation within, or which encroaches into, the Easement Parcel, whenever in its judgment the same shall be necessary for Grantee's use, operation or maintenance of, or access to the Facilities, or for safety or system reliability reasons.

5. Perpetual Nature of Easement. The Easement, and Grantee's rights hereunder, shall be perpetual, and shall not terminate until, and unless abandoned through the recordation of a document formally abandoning the Easement, which references this instrument and is executed and acknowledge by Grantee. Upon such recordation, all Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Parcel within a reasonable time subsequent to such abandonment.

6. Early Termination. Notwithstanding the provisions of Paragraph 5, the Easement and Grantee's rights hereunder shall earlier terminate after the occurrence of both (i) Grantee's approval of Grantor's request to relocate the Facilities, and (ii) the completion of removal of all Facilities within the Easement Parcel. Within thirty (30) days after such earlier termination, Grantee shall record the document, described in Paragraph 5 above, formally abandoning the Easement. If Grantee does not record such document within the thirty (30) day period, Grantor may submit an application to Grantee requesting a release of the Easement. If Grantee does not issue the release within sixty (60) days after the application, Grantor may execute and record a document providing notice of such termination, **provided that** both items (i) and (ii), above, have been met.

7. Successors and Assigns. The benefits and burdens, and the covenants and agreements herein set forth shall run with and burden the land and shall extend and inure in favor and to the benefit of, and shall be binding on Grantor and Grantee and their successors and assigns. Grantee shall have the right to assign the Easement, in whole or in part, to one or more assignees and, upon the assignment, any such assignee hereby assumes the rights and obligations of the Grantee hereunder with respect to the portion of the Easement assigned.

8. Rights and Remedies Cumulative. The rights and remedies hereunder are cumulative, and the exercise of any one or more of such rights or remedies shall not preclude the exercise, at the same or different times, of any other right or remedy available.

9. Grantee Contact. Grantor shall have the right to directly contact the Manager of Land Rights Management, Land Department, Salt River Project, to facilitate the processing of Grantee's applications, if any, to request (i) approval of Work under paragraph 2, (ii) the relocation or modification of Facilities under paragraph 3, or (iii) a release of the Easement under paragraph 6.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, \_\_\_\_\_, a \_\_\_\_\_, has caused its name to be executed by its duly authorized representative(s), this \_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_, a \_\_\_\_\_

By \_\_\_\_\_

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

State of Arizona        )  
                                  ) ss  
County of Maricopa    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of such company.

My Commission Expires:

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

\_\_\_\_\_

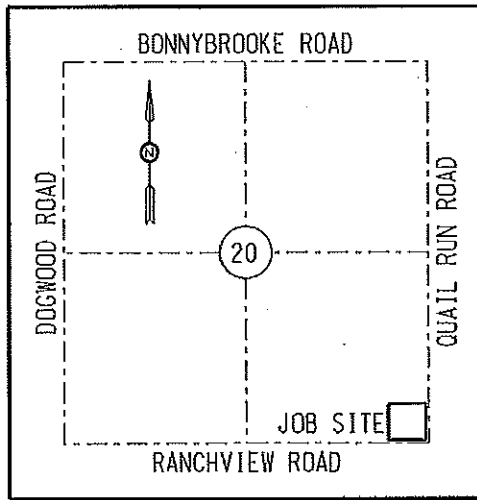
\_\_\_\_\_  
(Notary Stamp/Seal)

**Note: This instrument is exempt from the real estate transfer fee and affidavit of legal value required under A.R.S. Sections 11-1132 and 11-1133 pursuant to the exemptions set forth in A.R.S. Sections 11-1134(A)(2) and (A)(3).**

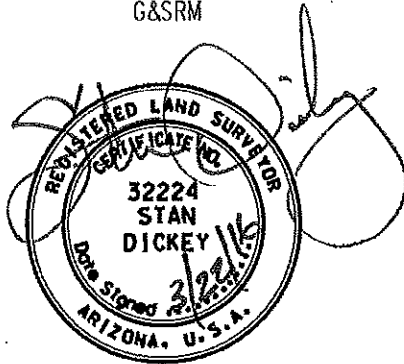
**Exhibit A**

**Legal Description of Easement Parcel**

# EXHIBIT "A"



VICINITY MAP (N.T.S.)  
T4S R10E  
G&SRM



**REGISTRATION**  
**EXPIRES: 03-31-2019**

## LEGEND

- SECTION AND CENTERLINE
- LIMITS OF TRANSMISSION EASEMENT
- EXISTING EASEMENT
- ◆ SECTION CORNER AS NOTED

## ABBREVIATION TABLE

APN	ASSESSOR PARCEL NUMBER
COR	CORNER
DKT	DOCKET
FND	FOUND
G&SRM	GILA AND SALT RIVER MERIDIAN
IP	IRON PIPE
N.T.S.	NOT TO SCALE
OBS	OBSERVED
PCR	PINAL COUNTY RECORDER
PG	PAGE
RLS	REGISTERED LAND SURVEYOR
ROW	RIGHT OF WAY
SEC	SECTION
W/	WITH
(M)	MEASURED

BASIS OF BEARING  
RECORD OF SURVEY PER 2016-003177 PCR  
THE SOUTH LINE OF THE SOUTHEAST QUARTER OF  
SECTION 20, TOWNSHIP 4 SOUTH, RANGE 10 EAST


OVERHEAD ELECTRIC POWER LINE RIGHT-OF-WAY PINAL COUNTY, ARIZONA

## CAUTION

THE EASEMENT LOCATION AS HEREON DELINEATED MAY CONTAIN HIGH VOLTAGE ELECTRICAL EQUIPMENT, NOTICE IS HEREBY GIVEN THAT THE LOCATION OF UNDERGROUND ELECTRICAL CONDUCTORS OR FACILITIES MUST BE VERIFIED AS REQUIRED BY ARIZONA REVISED STATUTES, SECTION 40-380.21, ET. SEQ., ARIZONA BLUE STAKE LAW, PRIOR TO ANY EXCAVATION.

## NOTE

THIS EXHIBIT IS INTENDED TO ACCOMPANY AN EASEMENT. ALL PARCELS SHOWN WERE PLOTTED FROM RECORD INFORMATION, AND NO ATTEMPT HAS BEEN MADE TO VERIFY THE LOCATION OF ANY BOUNDARIES SHOWN. THIS IS NOT AN ARIZONA BOUNDARY SURVEY.

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT		 SURVEY DIVISION LAND DEPARTMENT  <b>COCHRAN 115KV PROJECT</b> SE 1/4 SEC 20 T-4-S R-10-E 55.7E 22.2S
SRP JOB NUMBER: 12117	SCALE: NOT TO SCALE	
AMP W/O NUMBER: N/A	SHEET: 1 OF 2	
AGENT: JOHNSEN	SHEET SIZE: 8.5"x11"	
DRAWN: THOMAS	REVISION: 0	
CHECKED BY: <b>GOREHAM</b>	CREW CHIEF: PETERSON	
DATE: 03-17-16	FIELD DATE: 03-11-16	

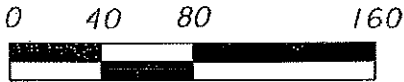
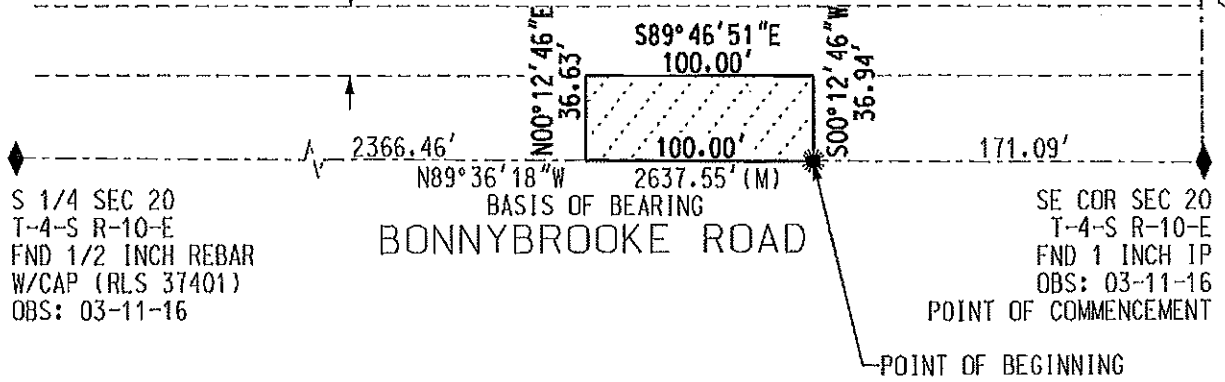
# EXHIBIT "A"




ARCUS LANGLEY FARMS  
 PARCEL 4  
 2012--044411 PCR  
 APN: 201-22-002

QUAIL RUN ROAD

30' OVERHEAD EASEMENT  
 DKT 294 PG 595 PCR



SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT		 SURVEY DIVISION LAND DEPARTMENT
SRP JOB NUMBER: 12117	SCALE: 1" = 80'	
AMP W/O NUMBER: N/A	SHEET: 2 OF 2	COCHRAN 115KV PROJECT SE 1/4 SEC 20 T-4-S R-10-E 55.7E 22.2S
AGENT: JOHNSEN	SHEET SIZE: 8.5"x11"	
DRAWN: THOMAS	REVISION: 0	
CHECKED BY: GOREHAM	CREW CHIEF: PETERSON	
DATE: 03-17-16	FIELD DATE: 03-11-16	

# TRANSMISSION EASEMENT

**JOB NUMBER: 12117**

**JOB NAME: COCHRAN 115KV PROJECT**

**DATE: 03-17-16**

A TRANSMISSION EASEMENT LOCATED IN THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 4 SOUTH, RANGE 10 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 20, BEING AN 1 INCH IRON PIPE, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 20, BEING A 1/2 INCH REBAR, BEARS NORTH 89 DEGREES 36 MINUTES 18 SECONDS WEST, A DISTANCE OF 2637.55 FEET (BASIS OF BEARING);

THENCE ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, NORTH 89 DEGREES 36 MINUTES 18 SECONDS WEST, A DISTANCE OF 171.09 FEET TO THE POINT OF BEGINNING;

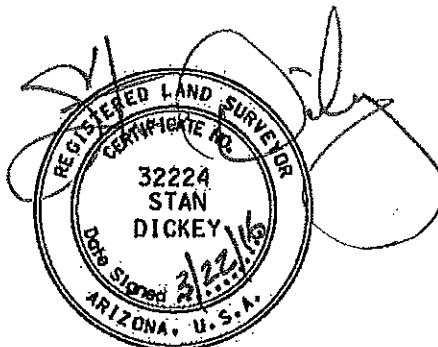
THENCE CONTINUING ALONG SAID SOUTH LINE, NORTH 89 DEGREES 36 MINUTES 18 SECONDS WEST, A DISTANCE OF 100.00 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00 DEGREES 12 MINUTES 46 SECONDS EAST, A DISTANCE OF 36.63 FEET TO THE SOUTH LINE OF A 30 FOOT OVERHEAD EASEMENT DESCRIBED PER DOCKET 294, PAGE 595 PINAL COUNTY RECORDERS;

THENCE ALONG THE SOUTH LINE OF SAID 30 FOOT OVERHEAD EASEMENT, SOUTH 89 DEGREES 46 MINUTES 51 SECONDS EAST, A DISTANCE OF 100.00 FEET;

THENCE DEPARTING THE SOUTH LINE OF SAID 30 FOOT OVERHEAD EASEMENT, SOUTH 00 DEGREES 12 MINUTES 46 SECONDS WEST, A DISTANCE OF 36.94 FEET TO THE POINT OF BEGINNING.

SAID TRANSMISSION EASEMENT CONTAINS AN AREA OF 3,678 SQUARE FEET, MORE OR LESS.

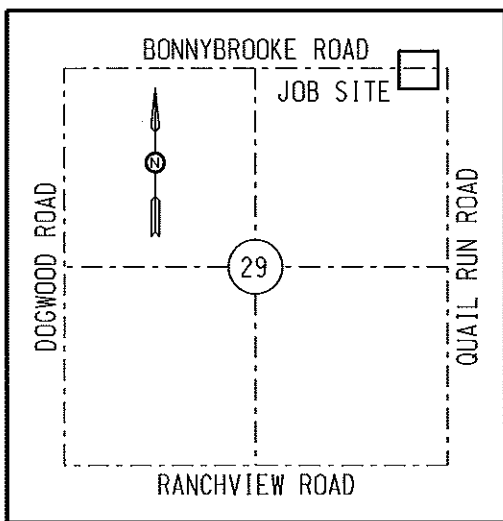


REGISTRATION  
EXPIRES 03-31-2019

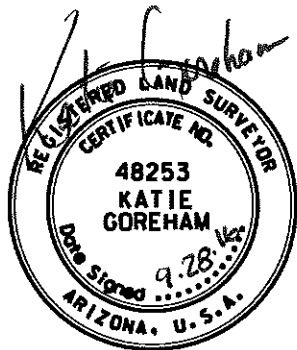
**EXHIBIT B**  
**LEGAL DESCRIPTION OF**  
**EASEMENT PARCEL**



# EXHIBIT "B"



VICINITY MAP (N.T.S.)  
T4S R10E  
G&SRM



**REGISTRATION  
EXPIRES: 09-30-17**

## LEGEND

- SECTION AND CENTERLINE
- LIMITS OF FACILITIES  
PROJECTION AGREEMENT
- EXISTING EASEMENT
- ◆ SECTION CORNER AS NOTED

## ABBREVIATION TABLE

APN	ASSESSOR PARCEL NUMBER
COR	CORNER
DKT	DOCKET
FND	FOUND
G&SRM	GILA AND SALT RIVER MERIDIAN
IP	IRON PIPE
N.T.S.	NOT TO SCALE
OBS	OBSERVED
PCR	PINAL COUNTY RECORDER
PG	PAGE
RLS	REGISTERED LAND SURVEYOR
ROW	RIGHT OF WAY
SEC	SECTION
W/	WITH
(M)	MEASURED

BASIS OF BEARING  
RECORD OF SURVEY PER 2016-003177 PCR  
THE SOUTH LINE OF THE SOUTHEAST QUARTER OF  
SECTION 20, TOWNSHIP 4 SOUTH, RANGE 10 EAST

FACILITIES PROJECTION AGREEMENT PINAL COUNTY, ARIZONA

## CAUTION

THE EASEMENT LOCATION AS HEREON DELINEATED MAY CONTAIN HIGH VOLTAGE ELECTRICAL EQUIPMENT, NOTICE IS HEREBY GIVEN THAT THE LOCATION OF UNDERGROUND ELECTRICAL CONDUCTORS OR FACILITIES MUST BE VERIFIED AS REQUIRED BY ARIZONA REVISED STATUTES, SECTION 40-380.21, ET. SEQ., ARIZONA BLUE STAKE LAW, PRIOR TO ANY EXCAVATION.

## NOTE

THIS EXHIBIT IS INTENDED TO ACCOMPANY AN EASEMENT. ALL PARCELS SHOWN WERE PLOTTED FROM RECORD INFORMATION, AND NO ATTEMPT HAS BEEN MADE TO VERIFY THE LOCATION OF ANY BOUNDARIES SHOWN. THIS IS NOT AN ARIZONA BOUNDARY SURVEY.

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT	
SRP JOB NUMBER: 12117	SCALE: NOT TO SCALE
AMP W/O NUMBER: N/A	SHEET: 1 OF 2
AGENT: JOHNSEN	SHEET SIZE: 8.5"x11"
DRAWN: THOMAS	REVISION: 0
CHECKED BY:	CREW CHIEF: PETERSON
DATE: 09-28-16	FIELD DATE: 03-11-16



SURVEY DIVISION  
LAND DEPARTMENT

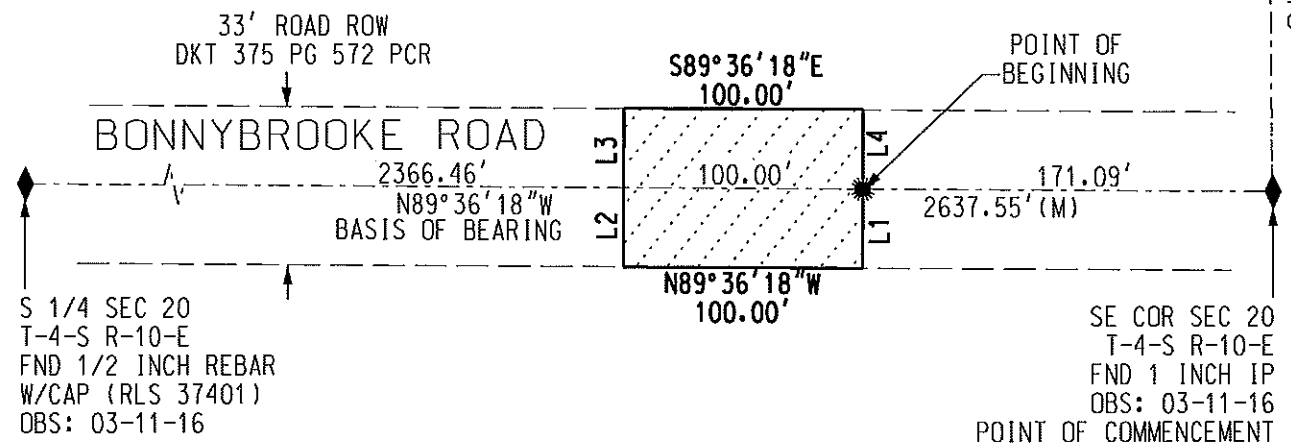
**COCHRAN 115KV PROJECT**  
SE 1/4 SEC 20 &  
NE 1/4 SEC 29  
T-4-S R-10-E

# EXHIBIT "B"

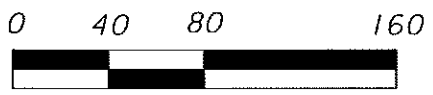


ARCUS LANGLEY FARMS  
 PARCEL 4  
 2012--044411 PCR  
 APN: 201-22-002


QUAIL RUN ROAD



APPLE INC.  
 APN: 201-26-001C  
 2015-077656 PCR



LINE	BEARING	DISTANCE
L1	S00°12'46"W	33.00'
L2	N00°12'46"E	33.00'
L3	N00°12'46"E	33.00'
L4	S00°12'46"W	33.00'

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT		 SURVEY DIVISION LAND DEPARTMENT
SRP JOB NUMBER: 12117	SCALE: 1" = 80'	
AMP W/O NUMBER: N/A	SHEET: 2 OF 2	COCHRAN 115KV PROJECT SE 1/4 SEC 20 & NE 1/4 SEC 29 T-4-S R-10-E
AGENT: JOHNSEN	SHEET SIZE: 8.5"x11"	
DRAWN: THOMAS	REVISION: 0	
CHECKED BY: <u>COREHAM</u>	CREW CHIEF: PETERSON	
DATE: 09-28-16	FIELD DATE: 03-11-16	

# FACILITIES PROJECTION AGREEMENT

**JOB NUMBER: 12117**

**JOB NAME: COCHRAN 115KV PROJECT**

**DATE: 09-28-16**

A FACILITIES PROJECTION AGREEMENT LOCATED IN THE SOUTHEAST QUARTER OF SECTION 20 AND THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 4 SOUTH, RANGE 10 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 20, BEING AN 1 INCH IRON PIPE, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 20, BEING A 1/2 INCH REBAR WITH CAP, STAMPED RLS 37401, BEARS NORTH 89 DEGREES 36 MINUTES 18 SECONDS WEST, A DISTANCE OF 2637.55 FEET (BASIS OF BEARING);

THENCE ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, NORTH 89 DEGREES 36 MINUTES 18 SECONDS WEST, A DISTANCE OF 171.09 FEET TO THE POINT OF BEGINNING;

THENCE DEPARTING SAID SOUTH LINE, SOUTH 00 DEGREES 12 MINUTES 46 SECONDS WEST, A DISTANCE OF 33.00 FEET TO A LINE BEING PARALLEL WITH AND 33.00 FEET SOUTH OF SAID SOUTH LINE;

THENCE ALONG SAID PARALLEL LINE, NORTH 89 DEGREES 36 MINUTES 18 SECONDS WEST, A DISTANCE OF 100.00 FEET;

THENCE DEPARTING SAID PARALLEL LINE, NORTH 00 DEGREES 12 MINUTES 46 SECONDS EAST, A DISTANCE OF 33.00 FEET TO SAID SOUTH LINE;

THENCE CONTINUING NORTH 00 DEGREES 12 MINUTES 46 SECONDS EAST, A DISTANCE OF 33.00 FEET TO A LINE BEING PARALLEL WITH AND 33.00 FEET NORTH OF SAID SOUTH LINE;

THENCE ALONG SAID PARALLEL LINE, SOUTH 89 DEGREES 36 MINUTES 18 SECONDS EAST, A DISTANCE OF 100.00 FEET;

THENCE DEPARTING SAID PARALLEL LINE, SOUTH 00 DEGREES 12 MINUTES 46 SECONDS WEST, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING.

SAID FACILITIES PROJECTION AGREEMENT CONTAINS AN AREA OF 6,600 SQUARE FEET, MORE OR LESS.



REGISTRATION  
EXPIRES: 09-30-17

# Overview of Area

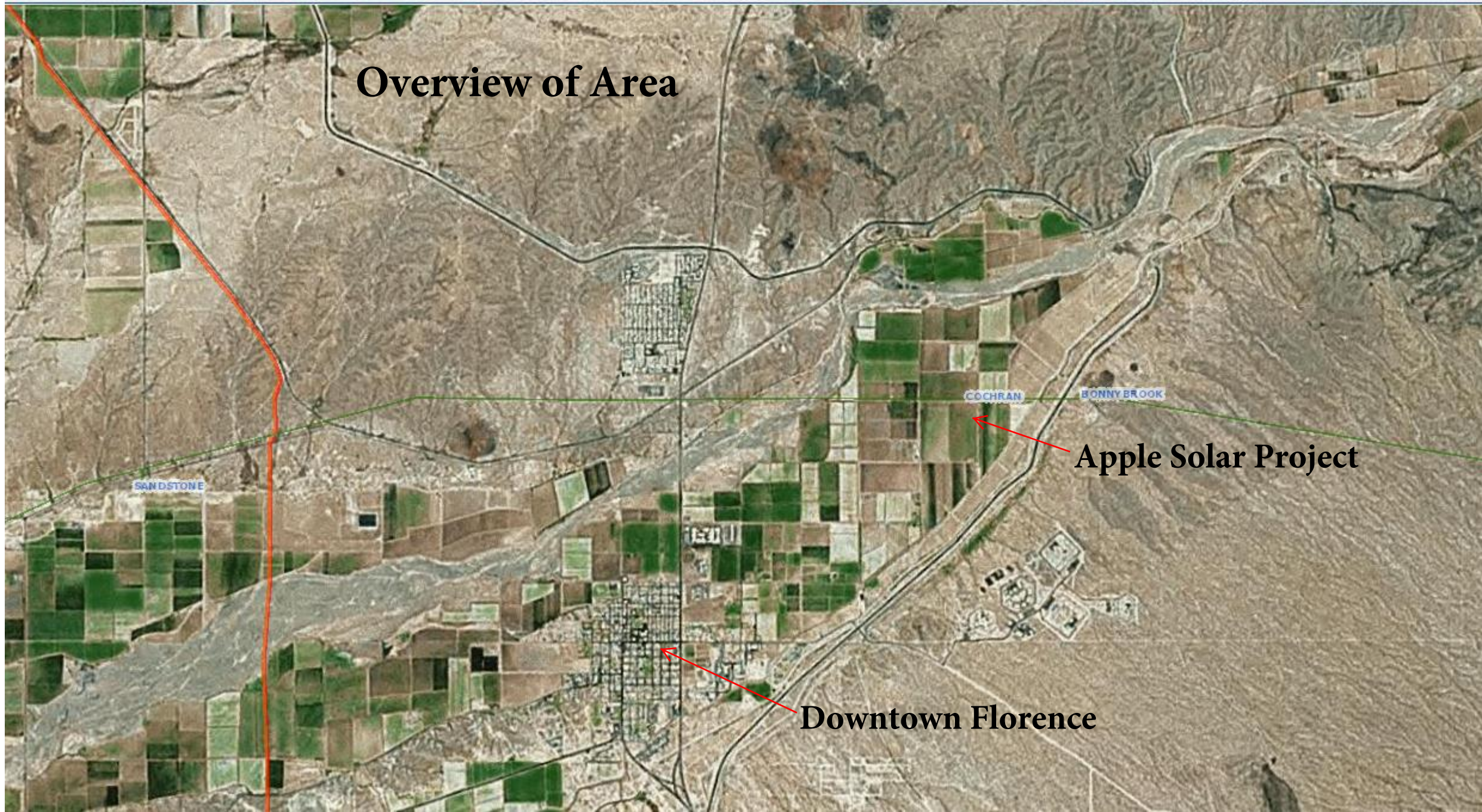
SANDSTONE

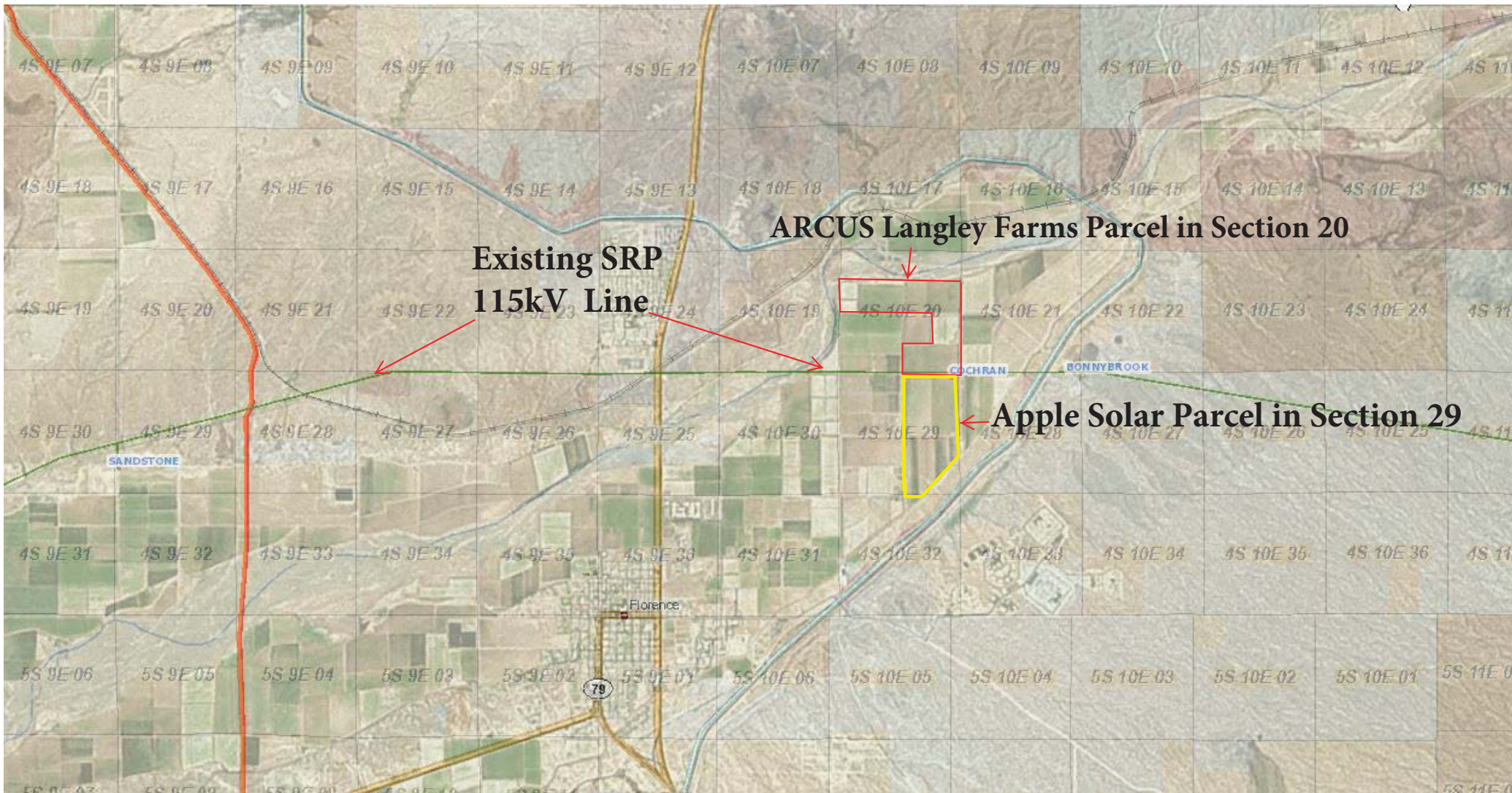
COCHRAN

BONNYBROOK

Apple Solar Project

Downtown Florence





**Existing SRP  
115kV Line**

**ARCUS Langley Farms Parcel in Section 20**

**Apple Solar Parcel in Section 29**

**Section 20**

**Existing SRP Easement**

**SRP Easement from ARCUS**

**Property Line  
and Section Line**

**Town-SRP Agreement (~66' x 100')**

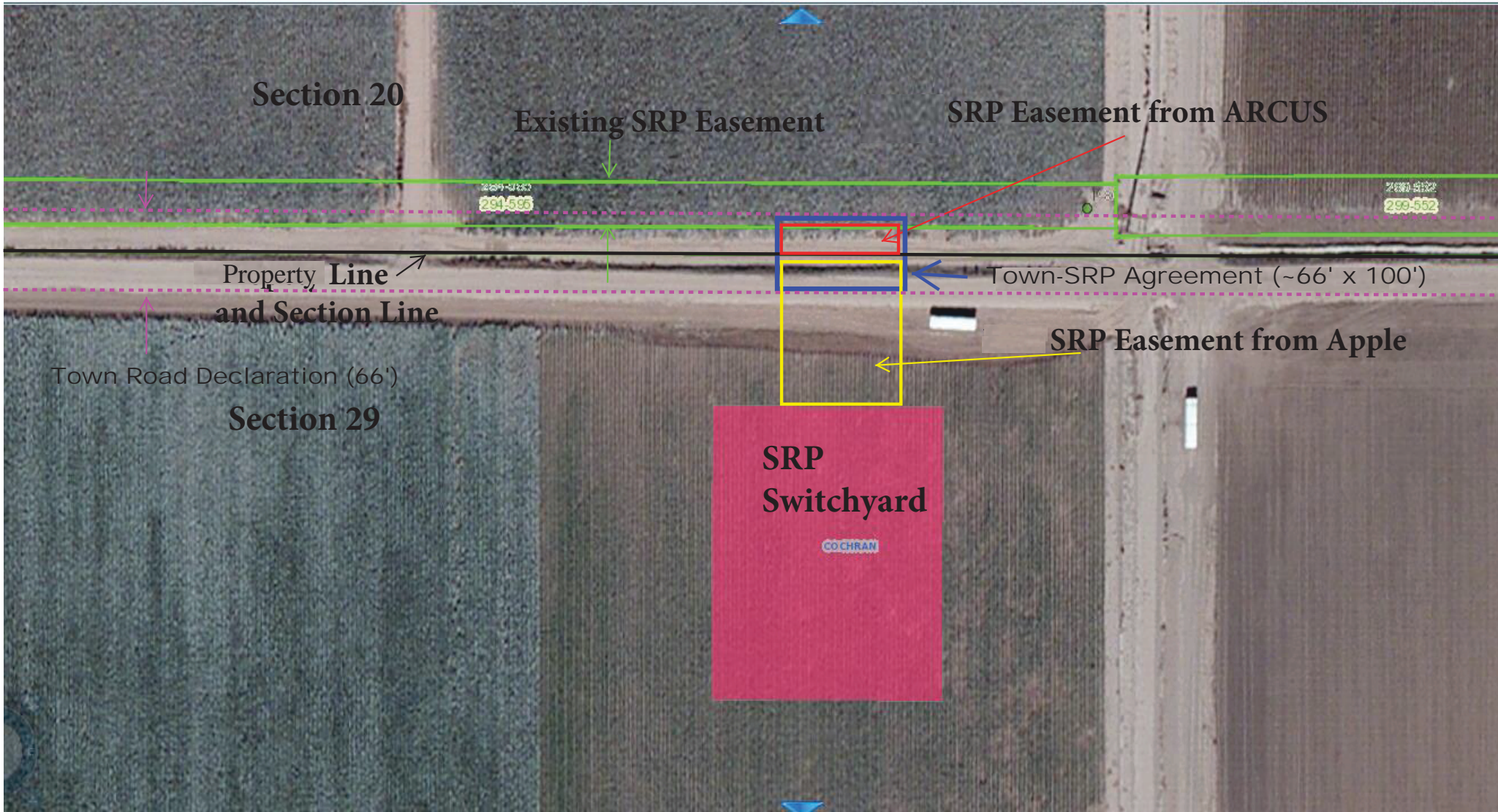
**Town Road Declaration (66')**

**SRP Easement from Apple**

**Section 29**

**SRP  
Switchyard**

COCHRAN



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

Source	Amount
<b>Accounts Payable-Warrant Register</b>	<b>1,138,751.62</b>
<b>ACH/Wire Transfers</b>	
CFD #1 trustee admin fee - Wells Fargo	1,000.00
sales tax payments - ADOR	22,469.93
child support/assignment PR levys	5,671.32
credit/debit/analysis/bank fees	4,317.34
FSA Collateral & Disbursements - Infinisource	8,384.87
AFLAC payments	5,434.91
health insurance payments - United Healthcare	173,344.18
deferred comp payments	21,271.04
<b>Total Transfers</b>	<b>241,893.59</b>
<b>Electronic Retirement Transfers</b>	
ppd 1 - ASRS	44,190.38
ppd 2 - ASRS	45,017.41
ppd 1 - Securian (Firefighter Pension)	274.07
ppd 2 - Securian (Firefighter Pension)	439.74
ppd 3 - Securian (Firefighter Pension)	412.80
<b>Total Retirement Transfers</b>	<b>90,334.40</b>
<b>Payroll Transfers</b>	
ppd 1	221,851.61
ppd 2	209,276.08
<b>Total Payroll Transfers</b>	<b>431,127.69</b>
<b>Credit Union Transfers</b>	
ppd 1	4,871.62
ppd 2	4,871.62
ppd 3	
<b>Total Credit Union Transfers</b>	<b>9,743.24</b>
<b>Electronic State Tax Transfers</b>	
ppd 1	8,048.87
ppd 2	8,192.02
ppd 3	7,591.37
<b>Total State Tax Deposits</b>	<b>23,832.26</b>
<b>Electronic Federal Tax Transfers</b>	
ppd 1	23,751.78
ppd 2	66,619.54
ppd 3	62,172.62
<b>Total Federal Tax Deposits</b>	<b>152,543.94</b>
<b>Total Warrants</b>	<b>\$2,088,226.74</b>





<b>Town Council</b>						
010-501-201	103736	8/9/2016	VERIZON WIRELESS	9769091078	7/21/2016 COUNCIL LAPTOPS	207.55
010-501-201	103937	8/30/2016	VERIZON WIRELESS	9770738239	8/21/2016 COUNCIL LAPTOPS	207.57
010-501-401	103922	8/30/2016	EAST VALLEY PARTNERSHIP	12196	6/23/2016 MUNICIPAL MEMBERSHIP DUES 2016/2017	2,500.00
010-501-401	103659	8/2/2016	MARICOPA ASSOCIATION OF	MB-00174	7/15/2016 DUES AND ASSESSMENTS	1,931.00
010-501-402	103820	8/18/2016	TARA WALTER	44590	8/18/2016 2016 LEAGUE ANNUAL CONFERENCE MILEAGE	78.08
010-501-402	103820	8/18/2016	TARA WALTER	44590	8/18/2016 2016 LEAGUE ANNUAL CONFERENCE PER DIEM	108.00
010-501-402	103821	8/18/2016	VALLARIE WOOLRIDGE	44591	8/18/2016 2016 LEAGUE ANNUAL CONFERENCE MILEAGE	78.08
010-501-402	103821	8/18/2016	VALLARIE WOOLRIDGE	44591	8/18/2016 2016 LEAGUE ANNUAL CONFERENCE PER DIEM	108.00
010-501-402	103816	8/18/2016	BRENT BILLINGSLEY	44592	8/18/2016 2016 LEAGUE ANNUAL CONFERENCE MILEAGE	78.08
010-501-402	103818	8/18/2016	KAREN WALL	44594	8/18/2016 2016 LEAGUE ANNUAL CONFERENCE MILEAGE	78.08
010-501-402	103818	8/18/2016	KAREN WALL	44594	8/18/2016 2016 LEAGUE ANNUAL CONFERENCE PER DIEM	108.00
010-501-402	103934	8/30/2016	SURF & SKI ENTERPRISES	148676	8/16/2016 150TH ANNIVERSARY SHIRTS FOR LEAGUE CONFERENCE	231.80
010-501-402	103888	8/24/2016	JOHN ANDERSON	CAP-72516	8/4/2016 MILLEAGE FOR CAP MEETING 7/25/2016	67.18
010-501-403 Multiple		8/15/2016	LEAGUE OF AZ CITIES AND TOWNS	073116 STMT	7/29/2016 PRE-CONFERENCE TRAINING - LISA GARCIA TARA WALTER AND KAREN WALL	80.00
010-501-404	103878	8/24/2016	C A G	17-103	7/1/2016 ANNUAL ASSESSMENTS	9,333.00
010-501-404	103878	8/24/2016	C A G	17-103	7/1/2016 ANNUAL RTAC	2,018.00
010-501-404	103858	8/23/2016	ELECTIONS OPERATIONS SERVICES	2016-038	8/18/2016 PRIMARY PAMPHLET	5,277.96
Sub-Total						22,490.38
<b>Town Administration</b>						
010-502-201	103736	8/9/2016	VERIZON WIRELESS	9769091078	7/21/2016 CELL PHONES	183.12
010-502-201	103937	8/30/2016	VERIZON WIRELESS	9770738239	8/21/2016 CELL PHONES	168.77
010-502-217	103770	8/11/2016	SHRED-IT USA	9411714409	7/28/2016 SHREDDING - ADMIN	22.66
010-502-301 Multiple		8/15/2016	OFFICE DEPOT INC	073116 STMT	6/15/2016 CONFERENCE SUPPLIES	50.80
010-502-401 Multiple		8/15/2016	LEAGUE OF AZ CITIES AND TOWNS	073116 STMT	6/7/2016 PRE-CONFERENCE TRAINING - LISA GARCIA TARA WALTER AND KAREN WALL	40.00
010-502-402	103816	8/18/2016	BRENT BILLINGSLEY	44592	8/18/2016 2016 LEAGUE ANNUAL CONFERENCE PER DIEM	95.00
010-502-402	103819	8/18/2016	LISA GARCIA	44953	8/18/2016 2016 LEAGUE ANNUAL CONFERENCE MILEAGE	78.08
010-502-402	103819	8/18/2016	LISA GARCIA	44953	8/18/2016 2016 LEAGUE ANNUAL CONFERENCE PER DIEM	95.00
010-502-402 Multiple		8/15/2016	DOLLAR GENERAL	073116 STMT	6/9/2016 MEETING SUPPLIES	10.46
010-502-402 Multiple		8/15/2016	INN AT EAGLE MOUNTAIN	073116 STMT	6/6/2016 2016 ACMA ANNUAL CONFERENCE LODGING FOR MARIA HERNANDEZ	256.20
010-502-402 Multiple		8/15/2016	LEXINGTON HOTEL	073116 STMT	6/13/2016 2016 ACMA ANNUAL CONFERENCE LODGING FOR LISA GARCIA	288.99
010-502-402 Multiple		8/15/2016	RITZ CARLTON-DOVE MOUNTAIN	073116 STMT	7/16/2016 2016 ACMA SUMMER CONFERENCE - LODGING FOR JESS KNUDSON	311.38
010-502-402 Multiple		8/15/2016	A & M PIZZA	073116 STMT	7/25/2016 CONTRACT REVIEW AND ONE STOP SHOP	44.00
010-502-402 Multiple		8/15/2016	RITZ CARLTON-DOVE MOUNTAIN	073116 STMT	7/22/2016 2016 SUMMER CONFERENCE LODGING FOR BRENT BILLINGSLEY	286.38
010-502-408	103934	8/30/2016	SURF & SKI ENTERPRISES	148676	8/16/2016 150TH ANNIVERSARY SHIRTS FOR LEAGUE CONFERENCE	73.88
010-502-408	103934	8/30/2016	SURF & SKI ENTERPRISES	148676	8/16/2016 150TH ANNIVERSARY SHIRTS FOR LEAGUE CONFERENCE	110.58
010-502-420	103841	8/22/2016	DOCUNITED IMAGING, LLC	102001	7/19/2016 LASERFICHE LICENSES & SUPPORT THROUGH10/17/2017	15,649.26
Sub-Total						17,764.56
<b>Legal</b>						
010-504-217	103784	8/15/2016	GUST ROSENFELD P.L.C.	313031	8/5/2016 LEGAL ERVICES: CURIS JULY 2016	8,767.37
010-504-401	103889	8/24/2016	LEXIS NEXIS	1607415142	7/31/2016 LEGAL RESEARCH JULY 2016	203.27
Sub-Total						8,970.64
<b>Finance</b>						
010-505-201	103736	8/9/2016	VERIZON WIRELESS	9769091078	7/21/2016 CELL PHONES	64.62
010-505-201	103937	8/30/2016	VERIZON WIRELESS	9770738239	8/21/2016 CELL PHONES	64.62
010-505-203	103826	8/22/2016	ARIZONA OFFICE OF TECHNOLOGY	IN220162	7/27/2016 COPIER QUARTERLY BILL	890.06
010-505-204	103746	8/11/2016	ADVANCED INFOSYSTEMS	13220	8/5/2016 DATA PROCESSING OF UTILITY BILLS	918.82
010-505-207 Multiple		8/15/2016	PITNEY BOWES INC	073116 STMT	7/13/2016 ANNUAL MAINTENANCE FOR FOLDING MACHINE 08/01/16-07/31/17	492.96
010-505-217	103770	8/11/2016	SHRED-IT USA	9411714409	7/28/2016 SHREDDING - FINANCE	22.66
010-505-227	103739	8/9/2016	WEX BANK	46313749	7/31/2016 BANK FEES	5.00
010-505-301 Multiple		8/15/2016	STAPLES BUSINESS ADVANTAGE	073116 STMT	7/13/2016 PENS ENVELOPES ETC. ORDER NUMBER 7159870861 - REPLENISH FINANCE SUPPLY CABINET PAPER	18.07
010-505-301 Multiple		8/15/2016	STAPLES BUSINESS ADVANTAGE	073116 STMT	6/3/2016 PENS ENVELOPES ETC. ORDER NUMBER 7159870861 - REPLENISH FINANCE SUPPLY CABINET PAPER	134.09
010-505-301 Multiple		8/15/2016	STAPLES BUSINESS ADVANTAGE	073116 STMT	6/28/2016 PENS ENVELOPES ETC. ORDER NUMBER 7159870861 - REPLENISH FINANCE SUPPLY CABINET PAPER	250.72
010-505-301 Multiple		8/15/2016	STAPLES BUSINESS ADVANTAGE	073116 STMT	6/28/2016 PENS ENVELOPES ETC.	428.19
010-505-301	103905	8/29/2016	MONROE SYSTEMS FOR BUSINESS	76V43A	8/16/2016 MONORE8130-BKUP & RIBBBONS SPECIAL	220.45

010-505-402	103817	8/18/2016	GABE GARCIA	44595	8/18/2016	2016 LEAGUE ANNUAL CONFERENCE - MILEAGE	78.08
010-505-402	103817	8/18/2016	GABE GARCIA	44595	8/18/2016	2016 LEAGUE ANNUAL CONFERENCE - PER DIEM	95.00
010-505-402	103934	8/30/2016	SURF & SKI ENTERPRISES	148676	8/16/2016	150TH ANNIVERSARY SHIRTS FOR LEAGUE CONFERENCE	34.86
010-505-402	103844	8/22/2016	GABE GARCIA	803-05/16GFOAZ	7/8/2016	2016 LEAGUE ANNUAL CONFERENCE - MILEAGE	68.88
010-505-420	Multiple	8/15/2016	CASELLE	073116 STMT	6/3/2016	CONTRACT SUPPORT & MAINTENANCE FOR AUGUST 2016	1,496.00
Sub-Total							5,283.08
<b>Human Resources</b>							
010-508-201	103736	8/9/2016	VERIZON WIRELESS	9769091078	7/21/2016	CELL PHONES	20.14
010-508-201	103937	8/30/2016	VERIZON WIRELESS	9770738239	8/21/2016	CELL PHONES	22.75
010-508-217	103716	8/9/2016	BENEFIT INTELLIGENCE, INC. (CONSULTADOC)	39	8/1/2016	MONTHLY CONSULT A DOC SERVICES	570.00
010-508-217	103903	8/29/2016	INFINISOURCE, INC.	784478	8/9/2016	ADMINISTRATIVE FEE	247.50
010-508-217	103686	8/2/2016	PINAL CO. FEDERAL CREDIT UNION	1-5YR 8/16	7/28/2016	VISA GIFT CARD	55.00
010-508-217	103902	8/29/2016	HIRE RIGHT SOLUTIONS INC.	P0588996	7/31/2016	BACKGROUND SCREENING SERVICE	30.29
010-508-301	Multiple	8/15/2016	BAUDVILLE INC	073116 STMT	7/1/2016	7-PLAQUE FRAMES FROM BAUDVILLE INC.	267.34
010-508-314	103752	8/11/2016	BAUDVILLE	3077874	7/1/2016	DISPLAY PLAQUES FOR SVC AWARDS	58.45
010-508-402	103891	8/24/2016	SCOTT BARBER	ACMA720-2216	8/3/2016	ACMA CONF/LODGING REIMBURSEMENT	646.38
Sub-Total							1,917.85
<b>Community Development</b>							
010-510-201	103736	8/9/2016	VERIZON WIRELESS	9769091078	7/21/2016	CELL PHONES	90.53
010-510-201	103937	8/30/2016	VERIZON WIRELESS	9770738239	8/21/2016	CELL PHONES	91.35
010-510-202	103901	8/29/2016	FEDEX	5-50285514	8/4/2016	OVERNIGHT DOCUMENTS	8.87
010-510-203	103906	8/29/2016	SOUTHWESTERN BUSINESS FORMS	22237	8/1/2016	BUSINESS CARDS	59.73
010-510-203	103854	8/22/2016	STAPLES BUSINESS ADVANTAGE	3309209240	7/23/2016	PAPER	134.35
010-510-205	103717	8/9/2016	CASA GRANDE VALLEY NEWSPAPER INC.	PN PZ16-51ORD	7/21/2016	PUBLIC NOTICE CASE PZ-16-51	141.00
010-510-207	103907	8/29/2016	TOSHIBA BUSINESS SOLUTIONS,USA	12981147	8/1/2016	TOSHIBA LEASE	381.54
010-510-215	103857	8/23/2016	ARIZONA PUBLIC SERVICE	42552	8/3/2016	ELECTRIC	1,169.81
010-510-215	103808	8/16/2016	SOUTHWEST GAS CORPORATION	VARIOUS 7/16	8/8/2016	COMMUNITY DEVELOPMENT GAS	31.13
010-510-217	103898	8/29/2016	COMMON SENSE COUNSULTING & FACILITATION	52	8/1/2016	STRATEGIC PLAN FACILITATION 1ST INSTALLMENT	5,000.00
010-510-301	Multiple	8/15/2016	NCS*ITL CODE EX	073116 STMT	6/23/2016	BUILDING INSPECTOR TEST-WILL R.	199.00
010-510-301	Multiple	8/15/2016	AMAZON.COM	073116 STMT	7/7/2016	CLIPPER TAGS	273.08
010-510-301	103707	8/4/2016	OFFICE DEPOT INC	850539923-001	7/13/2016	OFFICE SUPPLIES	77.08
010-510-301	103707	8/4/2016	OFFICE DEPOT INC	850540008-001	7/13/2016	OFFICE SUPPLIES	105.07
010-510-323	103900	8/29/2016	ESRI	3108455	8/3/2016	RENEWAL OF LICENSING	27,171.74
010-510-403	103793	8/16/2016	AEE - ARIZONA CHAPTER	101-810/16	8/9/2016	ENERGY 101 TRAINING CLASS	75.00
010-510-403	103793	8/16/2016	AEE - ARIZONA CHAPTER	101-JP 81016	8/9/2016	ENERGY 101 TRAINING CLASS	75.00
010-510-403	103793	8/16/2016	AEE - ARIZONA CHAPTER	101-ME81016	8/9/2016	ENERGY 101 TRAINING CLASS	75.00
010-510-403	103856	8/22/2016	TRACIE, L. WILGUS	810/16 101	8/2/2016	MILEAGE FOR TRAINING	80.78
010-510-403	103713	8/4/2016	WILLIAM RANDOLPH	ICC-19367	7/29/2016	PRE-BUILDING INSPECTOR TEST PREP	79.00
010-510-403	103847	8/22/2016	MARK ECKHOFF	MILES-81016	8/22/2016	MILEAGE FOR TRAINING	33.91
Sub-Total							35,352.97
<b>Police-Aministration</b>							
010-511-201	103736	8/9/2016	VERIZON WIRELESS	9769091078	7/21/2016	CELL PHONES	468.73
010-511-201	103736	8/9/2016	VERIZON WIRELESS	9769091078	7/21/2016	DATA CARDS	1,170.76
010-511-201	103937	8/30/2016	VERIZON WIRELESS	9770738239	8/21/2016	CELL PHONES	474.50
010-511-201	103937	8/30/2016	VERIZON WIRELESS	9770738239	8/21/2016	DATA CARDS	1,212.33
010-511-201	103673	8/2/2016	CENTURYLINK	VARIOUS 7/16	7/16/2016	PD 911 LINE-9627	303.78
010-511-201	103897	8/29/2016	CENTURYLINK	VARIOUS 8/16	8/26/2016	PD 911-9627	301.92
010-511-215	103753	8/11/2016	BIA	42552	8/2/2016	104233-ELECTRIC	199.22
010-511-215	103857	8/23/2016	ARIZONA PUBLIC SERVICE	42552	8/3/2016	ELECTRIC	2,187.49
010-511-217	103770	8/11/2016	SHRED-IT USA	9411714409	7/28/2016	SHREDDING - POLICE	22.68
010-511-222	103744	8/10/2016	THE WATER SHED	8666	6/27/2016	ICE	12.34
010-511-222	103773	8/11/2016	THE WATER SHED	8862	7/25/2016	ICE	10.97
010-511-222	103773	8/11/2016	THE WATER SHED	8912	7/20/2016	ICE	13.71
010-511-401	103733	8/9/2016	ROCKY MOUNTAIN INFO NETWORK	20345	7/15/2016	ANNUAL MEMBERSHIP FEE	100.00
010-511-408	103701	8/4/2016	FIRE FIGHTER'S POLICE OFFICER'S	FY17-091	7/29/2016	CANCER INSURANCE	100.00
Sub-Total							6,578.43

**Police-Support Services**

010-512-209	103931	8/30/2016 LONG STAR AUTO GLASS SERVICES	1272	8/7/2016 WINDSHIELD REPAIR FOR PD EVD VAN	45.00
010-512-210	103741	8/10/2016 HEADSETS DIRECT, INC.	35380	5/26/2016 RADIO SETS FOR DISPATCH	225.82
010-512-215	103857	8/23/2016 ARIZONA PUBLIC SERVICE	42552	8/3/2016 ELECTRIC	4,493.54
010-512-215	103808	8/16/2016 SOUTHWEST GAS CORPORATION	VARIOUS 7/16	8/8/2016 SERVICE TO POLICE EVIDENCE/DATA CENTER 200 E 6TH STREET	49.24
010-512-301	103943	8/31/2016 STAPLES BUSINESS ADVANTAGE	3306490949	6/9/2016 OFFICE SUPPLIES: BK ORDER MATS	64.18
010-512-306	103766	8/11/2016 REGINA QUINONES	REIM-FUEL7/16	7/27/2016 REIMBURSEMENT FOR GAS-DEPT.VEHICLE USED	10.00
010-512-401	103734	8/9/2016 SECRETARY OF STATE	KC-NOTARY 816	8/1/2016 NOTARY FEE FOR KELCI CROUNSE	43.00
010-512-401	103734	8/9/2016 SECRETARY OF STATE	SGEIB-RENEW 816	8/4/2016 NOTARY FEE FOR STEVE GEIB	43.00
010-512-403	103669	8/2/2016 AZ LOCAL TECHNICAL ASSISTANCE PROGRAM	CY16-116	7/21/2016 BEGINNER FLAGGER TRAINING FOR PW/UTILITIES AND PD VOLUNTEER STAFF	70.00
Sub-Total					5,043.78

**Police-Volunteers**

010-513-209	103710	8/4/2016 THE WATER SHED	8945	7/26/2016 24 GALLONS OF DISTILLED WATER FOR SHOP	4.82
010-513-209	103666	8/2/2016 A & M NUT & BOLT	283473	7/27/2016 HOSE CLAMPS & ELEC. TERMINALS FOR FLEET	13.35
010-513-209	103698	8/4/2016 DAY AUTO SUPPLY, INC	689623	7/27/2016 BRAKLEEN FOR FLEET	11.68
010-513-209	103884	8/24/2016 DAY AUTO SUPPLY, INC	690546	8/8/2016 SHOP TOWELS FOR FLEET	18.43
010-513-209	103884	8/24/2016 DAY AUTO SUPPLY, INC	690650	8/9/2016 CARB CLEANER FOR FLEET	13.02
010-513-209	103884	8/24/2016 DAY AUTO SUPPLY, INC	690792	8/10/2016 ELECTRONIC CLEANER FOR SHOP	5.05
010-513-312	103743	8/10/2016 OFFICE DEPOT INC	845783382-001	6/29/2016 METAL WHISTLES	9.98
010-513-312	103743	8/10/2016 OFFICE DEPOT INC	845783598-001	6/28/2016 BATTERIES FOR SAFETY EQUIPMENT-VOLUNTEERS	49.83
Sub-Total					126.16

**Police-Operations**

010-514-209	103931	8/30/2016 LONG STAR AUTO GLASS SERVICES	1270	8/7/2016 WINDSHIELD REPLACEMENT FOR PD EXPEDITION	378.52
010-514-209	103931	8/30/2016 LONG STAR AUTO GLASS SERVICES	1271	8/7/2016 WINDSHIELD REPAIR FOR PD CROWN VIC	65.00
010-514-209	103931	8/30/2016 LONG STAR AUTO GLASS SERVICES	1283	8/17/2016 WINDSHIELD REPLACEMENT FOR PD G-044FM (PATROL)	270.52
010-514-209	103931	8/30/2016 LONG STAR AUTO GLASS SERVICES	1284	8/17/2016 WINDSHIELD REPAIR FOR PD G-096FR (PATROL)	65.00
010-514-209	103710	8/4/2016 THE WATER SHED	8945	7/26/2016 24 GALLONS OF DISTILLED WATER FOR SHOP	4.82
010-514-209	103763	8/11/2016 HENRY BROWN CHEVROLET,LLC	19997	7/16/2016 FCM,BATTERY & DIAG FOR PD G-031ET (PATROL)	787.75
010-514-209	103666	8/2/2016 A & M NUT & BOLT	283473	7/27/2016 HOSE CLAMPS & ELEC. TERMINALS FOR FLEET	13.35
010-514-209	103884	8/24/2016 DAY AUTO SUPPLY, INC	689215	7/21/2016 MUD FLAPS FOR PD G-419FF (PATROL)	38.56
010-514-209	103698	8/4/2016 DAY AUTO SUPPLY, INC	689419	7/25/2016 OIL & FILTER FOR PD G-032ET (PATROL)	53.61
010-514-209	103698	8/4/2016 DAY AUTO SUPPLY, INC	689451	7/25/2016 BATTERY FOR PD G-032ET (PATROL)	166.17
010-514-209	103698	8/4/2016 DAY AUTO SUPPLY, INC	689456	7/25/2016 FRT BRAKE PADS FOR PD G-032ET (PATROL)	103.25
010-514-209	103698	8/4/2016 DAY AUTO SUPPLY, INC	689623	7/27/2016 BRAKLEEN FOR FLEET	11.70
010-514-209	103698	8/4/2016 DAY AUTO SUPPLY, INC	689645	7/27/2016 FRT BRAKE PADS & ROTORS FOR PD G-921GL (PATROL)	309.11
010-514-209	103698	8/4/2016 DAY AUTO SUPPLY, INC	689666	7/27/2016 CREDIT	(16.31)
010-514-209	103758	8/11/2016 DAY AUTO SUPPLY, INC	690017	8/1/2016 THROTTLE POSITION SENSOR FOR PD G-097FR (PATROL)	89.45
010-514-209	103758	8/11/2016 DAY AUTO SUPPLY, INC	690078	8/2/2016 OIL & FILTER FOR PD G-859FJ (PATROL)	92.69
010-514-209	103758	8/11/2016 DAY AUTO SUPPLY, INC	690094	8/2/2016 BATTERIES FOR PD G-922GL (PATROL)	240.23
010-514-209	103884	8/24/2016 DAY AUTO SUPPLY, INC	690183	8/3/2016 SEAT COVERS FOR PD G-419FF & PD G-414FF (PATROL)	323.99
010-514-209	103782	8/15/2016 DAY AUTO SUPPLY, INC	690338	8/4/2016 BATTERY FOR PD G-029ET (PATROL)	143.10
010-514-209	103782	8/15/2016 DAY AUTO SUPPLY, INC	690398	8/5/2016 CREDIT	(135.48)
010-514-209	103884	8/24/2016 DAY AUTO SUPPLY, INC	690546	8/8/2016 SHOP TOWELS FOR FLEET	18.43
010-514-209	103884	8/24/2016 DAY AUTO SUPPLY, INC	690650	8/9/2016 CARB CLEANER FOR FLEET	13.02
010-514-209	103884	8/24/2016 DAY AUTO SUPPLY, INC	690792	8/10/2016 ELECTRONIC CLEANER FOR SHOP	5.05
010-514-209	103884	8/24/2016 DAY AUTO SUPPLY, INC	690865	8/11/2016 FLOOR MATS FOR PD G-419FF (PATROL)	26.08
010-514-209	103884	8/24/2016 DAY AUTO SUPPLY, INC	690896	8/11/2016 PTEX RVEIW MIR ADH FOR PD G-550FJ (PATROL)	4.34
010-514-209	103884	8/24/2016 DAY AUTO SUPPLY, INC	691124	8/15/2016 BATTERY WARRENTY FOR PD G-850FJ (PATROL)	0.57
010-514-209	103921	8/30/2016 DAY AUTO SUPPLY, INC	691479	8/18/2016 STOCK OIL FOR PD	78.00
010-514-209	103921	8/30/2016 DAY AUTO SUPPLY, INC	691482	8/18/2016 STOCK OIL FOR PD	78.00
010-514-209	103921	8/30/2016 DAY AUTO SUPPLY, INC	691483	8/18/2016 STOCK OIL FOR PD	78.00
010-514-209	103921	8/30/2016 DAY AUTO SUPPLY, INC	691492	8/18/2016 EGR CONTRIL SOLENOID FOR PD G-917DY (PATROL)	33.84
010-514-209	103921	8/30/2016 DAY AUTO SUPPLY, INC	691597	8/19/2016 OIL FILTER & OIL FOR PD G-987GB (PATROL)	35.77
010-514-209	103921	8/30/2016 DAY AUTO SUPPLY, INC	691600	8/19/2016 WIPER BLADES FOR PD G-987GB (PATROL)	13.46
010-514-209	103703	8/4/2016 GCR TIRES & SERVICE	825121243	7/27/2016 4 TIRES FOR PD PATROL STOCK	657.72
010-514-209	103703	8/4/2016 GCR TIRES & SERVICE	825-121255	7/27/2016 8 TIRES FOR PD PATROL STOCK	1,036.56
010-514-302	103745	8/10/2016 TRITECH FORENSICS	131491	5/4/2016 NARC TEST KITS, BAC KITS	242.40
010-514-302	103899	8/29/2016 DAY AUTO SUPPLY, INC	691327	8/17/2016 PARTS FOR AIR COMPRESSOR	476.71
010-514-302	103909	8/29/2016 WILLIAM TATLOCK	CARWASH80116	8/1/2016 REIMBURSEMENT FOR CAR WASH-STONEGARDEN VEHICLE	6.00
010-514-314	103789	8/15/2016 PRECISION POLYGRAPH & INVESTIGATION LLC	1	8/2/2016 POLYGRAPH FOR RECRUIT HIRE	125.00

010-514-314	103740	8/10/2016	AUTOMATED ENVIRONMENTS	100791	6/10/2016	CAMERA WIRE FOR HALL	570.00
010-514-403	Multiple	8/15/2016	AMAZON.COM	073116 STMT	7/22/2016	ORGANIZATIONAL BEHAVIOR BOOK: KLIX	62.47
010-514-403	103904	8/29/2016	KEVIN MOUNT	815-16/16	8/10/2016	PER DIEM FOR TRAINING 8/15-8/16/16	30.00
010-514-403	103786	8/15/2016	KEVIN MOUNT	TRAIN-80216	8/10/2016	PER DIEM FOR TRAINING 8/2/16	15.00
010-514-408	103701	8/4/2016	FIRE FIGHTER'S POLICE OFFICER'S	FY17-091	7/29/2016	CANCER INSURANCE	50.00
010-514-408	103701	8/4/2016	FIRE FIGHTER'S POLICE OFFICER'S	FY17-091	7/29/2016	CANCER INSURANCE	1,350.00
Sub-Total							8,011.45
<b>Fire-Administration</b>							
010-515-201	103736	8/9/2016	VERIZON WIRELESS	9769091078	7/21/2016	CELL PHONES	730.57
010-515-201	103736	8/9/2016	VERIZON WIRELESS	9769091078	7/21/2016	DATA CARDS	1,170.77
010-515-201	103937	8/30/2016	VERIZON WIRELESS	9770738239	8/21/2016	CELL PHONES	911.13
010-515-201	103937	8/30/2016	VERIZON WIRELESS	9770738239	8/21/2016	DATA CARDS	1,212.34
010-515-207	Multiple	8/15/2016	HON*ANALYTICS	073116 STMT	6/7/2016	ANNUAL SERVICE FEE FOR POSI CHECK W/ HON*ANALYTICS INC.	650.00
010-515-215	103753	8/11/2016	BIA	42552	8/2/2016	104233-ELECTRIC	199.22
010-515-215	103857	8/23/2016	ARIZONA PUBLIC SERVICE	42552	8/3/2016	ELECTRIC	2,023.83
010-515-402	Multiple	8/15/2016	ARIZONA FIRE CHIEFS ASSOC	073116 STMT	7/22/2016	ARIZONA FIRE CHIEFS ASSOCIATION CONFERENCE	395.00
010-515-408	103701	8/4/2016	FIRE FIGHTER'S POLICE OFFICER'S	FY17-176	7/29/2016	CANCER INSURANCE	100.00
Sub-Total							7,392.86
<b>Fire Station #1</b>							
010-516-209	103689	8/2/2016	SUPERSTITION FIRE & MEDICAL DISTRICT	3681	7/21/2016	VEHICLE REPAIR ON #138 OIL, FILTER, ANTIFREEZE, HOSES, SEAT BELT REPAIR	1,801.05
010-516-209	103689	8/2/2016	SUPERSTITION FIRE & MEDICAL DISTRICT	3682	7/21/2016	TIRE REPAIR ON #135 IN FLORENCE	363.10
010-516-209	103860	8/23/2016	SUPERSTITION FIRE & MEDICAL DISTRICT	3720	8/16/2016	SHOP 126 BALL VALVE SEAL KIT, REFRIDGERANT, ADAPTER, LABOR	804.97
010-516-209	103860	8/23/2016	SUPERSTITION FIRE & MEDICAL DISTRICT	3721	8/16/2016	SHOP 138 TRAVEL, COOLANT LEAK,	686.00
010-516-209	103782	8/15/2016	DAY AUTO SUPPLY, INC	690532	8/8/2016	OIL & FILTER FOR FD-G965GH (FIRE # 1)	25.61
010-516-302	103737	8/9/2016	WALMART COMMUNITY # 0005 7118	26518	7/26/2016	LAUNDRY SOAP FOR UNIFORMS	43.07
010-516-304	103774	8/11/2016	UNITED FIRE EQUIPMENT CO.	644032	7/27/2016	ANNUAL UNIFORM ALLOWANCE ESSARY 16-17	190.04
010-516-304	103774	8/11/2016	UNITED FIRE EQUIPMENT CO.	644033	7/27/2016	ANNUAL UNIFORM ALLOWANCE CHRZANOWSKI 16-17	178.36
010-516-304	103936	8/30/2016	UNITED FIRE EQUIPMENT CO.	645206	8/12/2016	ANNUAL UNIFORM ALLOWANCE KENNEDY 16-17	129.67
010-516-304	103936	8/30/2016	UNITED FIRE EQUIPMENT CO.	645713	8/18/2016	ANNUAL UNIFORM ALLOWANCE BOWSHER 16-17	176.31
010-516-310	103910	8/30/2016	3D DETAIL RPODUCTS	1590	8/25/2016	APPARATUS CLEANING SUPPLIES	365.94
010-516-312	103774	8/11/2016	UNITED FIRE EQUIPMENT CO.	643229	7/13/2016	REPAIRS TO JOHSON'S TURN OUTS	82.00
010-516-312	103749	8/11/2016	B&H PHOTO VIDEO	113547922	7/26/2016	BINOCULARS	65.99
010-516-314	103832	8/22/2016	CALLBACK STAFFING SOLUTIONS LLC	4142	8/11/2016	CREW SENSE ANNUAL CONTRACT	442.26
010-516-315	103738	8/9/2016	WAXIE SANITARY SUPPLY	76114740	7/26/2016	JANITORIAL SUPPLIES	782.53
010-516-315	103738	8/9/2016	WAXIE SANITARY SUPPLY	76123314	7/29/2016	JANITORIAL SUPPLIES	101.65
010-516-321	103681	8/2/2016	LIFE ASSIST	759866	7/20/2016	REMAINING COST OF SUPPLIES IN EXCESS OF GRANT FUNDS	42.98
010-516-321	103721	8/9/2016	DASH MEDICAL GLOVES	INV1007573	7/28/2016	RESTOCK OF MEDICAL GLOVES	113.80
010-516-401	103912	8/30/2016	AMERICAN SAFETY & HEALTH INST	741622	8/19/2016	RENEWAL OF INSTRUCTOR CERTIFICATION FOR SCHERM AND KELLS	43.48
010-516-401	103764	8/11/2016	MICHAEL J. SCHERM	REIM-ASHI/816	8/10/2016	REQUIRED INSTRUCTOR UPDATE FOR THE NEW GUIDELINES	38.05
010-516-408	103701	8/4/2016	FIRE FIGHTER'S POLICE OFFICER'S	FY17-176	7/29/2016	CANCER INSURANCE	600.00
010-516-505	103918	8/30/2016	CREATIVE COMMUNICATIONS SALES	382961	5/27/2016	NOPTIC VISION THERMAL CAMERA	2,625.08
Sub-Total							9,701.94
<b>Fire Station #2</b>							
010-517-201	103837	8/22/2016	COX COMMUNICATIONS	221288801 816	8/3/2016	PHONE FOR STATION #2	102.56
010-517-201	103673	8/2/2016	CENTURYLINK	7347/9716 716	7/19/2016	BK-UP LINE @ FIRE HUNT-9176	50.68
010-517-201	103673	8/2/2016	CENTURYLINK	7347/9716 716	7/19/2016	FIRE HUNT HWY-7347	207.42
010-517-203	103691	8/2/2016	TOSHIBA BUSINESS SOLUTIONS,USA	12933255	7/14/2016	MONTHLY SERVICE AND LEASE FEES	198.14
010-517-209	103860	8/23/2016	SUPERSTITION FIRE & MEDICAL DISTRICT	3722	8/16/2016	SHOP 139 FIND FAULT CODES, CHECK WIRING, CLEAN MANIFOLD,	1,217.20
010-517-209	103782	8/15/2016	DAY AUTO SUPPLY, INC	690551	8/8/2016	OIL & FILTER FOR FD-G828FJ (FIRE #2)	36.23
010-517-212	103928	8/30/2016	JOHNSON UTILITIES	138082-01 816	8/5/2016	WATER FOR STATION #2 LANDSCAPING	47.24
010-517-212	103928	8/30/2016	JOHNSON UTILITIES	82108 816	8/5/2016	WATER BILL FOR STATION #2	386.43
010-517-215	103857	8/23/2016	ARIZONA PUBLIC SERVICE	42552	8/3/2016	ELECTRIC	2,054.64
010-517-215	103771	8/11/2016	SOUTHWEST GAS CORPORATION	7/16 FIRE HUNT	8/1/2016	HUNT HWY-GAS	99.31
010-517-302	103737	8/9/2016	WALMART COMMUNITY # 0005 7118	26518	7/26/2016	LAUNDRY SOAP FOR UNIFORMS	43.08
010-517-304	103735	8/9/2016	UNITED FIRE EQUIPMENT CO.	643435	7/18/2016	ANNUAL UNIFORM ALLOWANCE NAVAHO 16-17	86.48
010-517-304	103792	8/15/2016	UNITED FIRE EQUIPMENT CO.	644646	8/4/2016	ANNUAL UNIFORM ALLOWANCE RADNEY	116.74
010-517-304	103792	8/15/2016	UNITED FIRE EQUIPMENT CO.	644647	8/4/2016	ANNUAL UNIFORM ALLOWANCE RADNEY	84.82
010-517-304	103792	8/15/2016	UNITED FIRE EQUIPMENT CO.	644648	8/4/2016	ANNUAL UNIFORM ALLOWANCE RADNEY	198.44
010-517-312	103936	8/30/2016	UNITED FIRE EQUIPMENT CO.	643382	7/15/2016	PERSONAL PROTECTIVE EQUIPMENT	189.72

010-517-314	103832	8/22/2016	CALLBACK STAFFING SOLUTIONS LLC	4142	8/11/2016	CREW SENSE ANNUAL CONTRACT	442.26
010-517-315	103738	8/9/2016	WAXIE SANITARY SUPPLY	76114741	7/26/2016	SANITARY SUPPLIES	642.36
010-517-408	103701	8/4/2016	FIRE FIGHTER'S POLICE OFFICER'S	FY17-176	7/29/2016	CANCER INSURANCE	550.00
Sub-Total							6,753.75
<b>Information Technology</b>							
010-519-201	103736	8/9/2016	VERIZON WIRELESS	9769091078	7/21/2016	CELL PHONES	742.69
010-519-201	103937	8/30/2016	VERIZON WIRELESS	9770738239	8/21/2016	CELL PHONES	628.77
010-519-207	Multiple	8/15/2016	SENDGRID	073116 STMT	6/26/2016	PURCHASE SENDGRID FOR SMS THROUGH WEBSITE	1.00
010-519-207	Multiple	8/15/2016	RACKSPACE CLOUD	073116 STMT	6/3/2016	PURCHASE RACKSPACE CLOUD	55.18
010-519-207	Multiple	8/15/2016	RACKSPACE CLOUD	073116 STMT	6/25/2016	PURCHASE RACKSPACE CLOUD	58.09
010-519-207	Multiple	8/15/2016	MODERN TRIBE PLUGINS	073116 STMT	6/26/2016	PURCHASE MODERN TRIBE PLUGINS	62.00
010-519-207	Multiple	8/15/2016	RAMDNODE LLC	073116 STMT	6/28/2016	PURCHASE RAMNODE LLC	85.00
010-519-207	Multiple	8/15/2016	ADOBE CREATIVE CLOUD	073116 STMT	6/3/2016	PURCHASE ADOBE CREATIVE CLOUD	54.34
010-519-207	103769	8/11/2016	SENTINEL TECHNOLOGIES, INC.	PE12055	7/12/2016	NIMBLE STORAGE - ANNUAL MAINTENANCE & WARRANTY	5,114.21
010-519-209	103758	8/11/2016	DAY AUTO SUPPLY, INC	690205	8/3/2016	BATTERY FOR IT-002	95.63
010-519-222	103917	8/30/2016	COX COMMUNICATIONS	204998001 2MOS	8/23/2016	MONTHLY INTERNET-JULY & AUG 2016	1,880.00
010-519-222	103654	8/1/2016	COX COMMUNICATIONS	8502228541501 616	6/26/2016	DIGITAL ADAPTERS	113.75
010-519-301	103778	8/15/2016	NEWEGG BUSINESS, INC.	1201952015	6/27/2016	JABRA LINK 14201	32.95
010-519-302	103761	8/11/2016	FLORENCE TRUE VALUE HARDWARE	224315	7/5/2016	SUPPLIES	35.82
Sub-Total							8,959.43
<b>Fitness Center</b>							
010-520-208	103838	8/22/2016	DAVID J. DEFEO DBA	1117	8/9/2016	TREADMILL REPAIRS	1,606.60
010-520-208	103920	8/30/2016	DAVID J. DEFEO DBA	1131	8/24/2016	TREADMILL REPAIRS	139.13
010-520-208	103694	8/4/2016	ABOVE & BEYOND FITNESS REPAIR	7486	7/14/2016	SERVICE CALL	85.00
010-520-208	103760	8/11/2016	FLORENCE LOCK & KEY	877315	8/5/2016	ENTRY DOOR LOCK REPAIRS AND KEYS @ FITNESS CENTER	96.59
010-520-215	103857	8/23/2016	ARIZONA PUBLIC SERVICE	42552	8/3/2016	ELECTRIC	1,084.28
010-520-302	103938	8/30/2016	WAXIE SANITARY SUPPLY	76094494	7/15/2016	15 CASES OF MULIT-FOLD PAPER TOWELS FOR FITNESS CENTER	312.80
010-520-302	103938	8/30/2016	WAXIE SANITARY SUPPLY	76094521	7/15/2016	WAXIE CLEAN PINE CLEANER AND SPRAY BOTTLES FOR FITNESS CENTER	60.24
010-520-302	103859	8/23/2016	OFFICE DEPOT INC	854289103-001	7/30/2016	SAFE DEPOSIT BOX FOR FITNESS CENTER	477.83
Sub-Total							3,862.47
<b>Parks &amp; Recreation Admin</b>							
010-521-201	103736	8/9/2016	VERIZON WIRELESS	9769091078	7/21/2016	CELL PHONES	144.51
010-521-201	103937	8/30/2016	VERIZON WIRELESS	9770738239	8/21/2016	CELL PHONES	173.03
010-521-203	103863	8/23/2016	TOSHIBA BUSINESS SOLUTIONS,USA	12981145	8/1/2016	COPIER AT PARKS & RECREATION #36847 8/01/16-8/31/16	383.75
010-521-215	103808	8/16/2016	SOUTHWEST GAS CORPORATION	VARIOUS 7/16	8/8/2016	GAS-133 N MAIN ST	36.33
010-521-301	103859	8/23/2016	OFFICE DEPOT INC	849956047-001	7/13/2016	LAMINATING POUCHES AND ACCORDIAN EXPANDING FILE	64.80
010-521-301	103859	8/23/2016	OFFICE DEPOT INC	851120683-001	7/15/2016	OXFORD STRAIGHT-CUT FILE FOLDERS	45.49
010-521-301	103859	8/23/2016	OFFICE DEPOT INC	851788209-001	7/20/2016	CERTIFICATE PAPER	9.76
010-521-301	103859	8/23/2016	OFFICE DEPOT INC	851788409-001	7/19/2016	PACK OF 25 PRE-PRINTED CERTIFICATE PAPER	9.22
010-521-301	103859	8/23/2016	OFFICE DEPOT INC	853077422-001	7/26/2016	OFFICE SUPPLIES- COLOR PAPER, PAPER TOWELS, PLAIN PRINTING PAPER	374.08
010-521-304	103934	8/30/2016	SURF & SKI ENTERPRISES	148676	8/16/2016	150TH ANNIVERSARY SHIRTS FOR LEAGUE CONFERENCE	34.86
010-521-304	103934	8/30/2016	SURF & SKI ENTERPRISES	148676	8/16/2016	150TH ANNIVERSARY SHIRTS FOR LEAGUE CONFERENCE	230.93
010-521-401	103833	8/22/2016	CASA GRANDE VALLEY NEWSPAPER INC.	902/2016	8/16/2016	12 MONTH SUBSCRIPTION RENEWAL FOR ACCOUNT # 201203	29.00
010-521-402	Multiple	8/15/2016	LEAGUE OF AZ CITIES AND TOWNS	073116 STMT	7/16/2016	ANNUAL CONFERENCE REGISTRATION FOR BRYAN HUGHES	295.00
010-521-402	103697	8/4/2016	BRYAN HUGHES	809-11/16	7/5/2016	PER DIEM FOR APRA CONFERENCE & EXPO	52.00
010-521-402	103831	8/22/2016	BRYAN HUGHES	823-26/16	8/19/2016	2016 LEAGUE ANNAUL CONFERENCE - MILEAGE	78.08
010-521-402	103831	8/22/2016	BRYAN HUGHES	823-26/16	8/19/2016	2016 LEAGUE ANNAUL CONFERENCE - PERDIEM	95.00
Sub-Total							2,055.84
<b>Parks Maintenance</b>							
010-522-201	103736	8/9/2016	VERIZON WIRELESS	9769091078	7/21/2016	CELL PHONES	74.35
010-522-201	103937	8/30/2016	VERIZON WIRELESS	9770738239	8/21/2016	CELL PHONES	74.59
010-522-207	103828	8/22/2016	ARIZONA'S BEST CHOICE PEST & TERMITES SVC	501120	7/18/2016	HERITAGE PARK GOPHER EXTERMINATING FEES	185.00
010-522-207	103828	8/22/2016	ARIZONA'S BEST CHOICE PEST & TERMITES SVC	501936	7/25/2016	HERITAGE PARK GOPHER EXTERMINATING FEES	185.00
010-522-207	103915	8/30/2016	ARIZONA'S BEST CHOICE PEST & TERMITES SVC	502197	8/1/2016	HERITAGE PARK GOPHER EXTERMINATING FEES	185.00
010-522-207	103915	8/30/2016	ARIZONA'S BEST CHOICE PEST & TERMITES SVC	504809	8/8/2016	HERITAGE PARK GOPHER EXTERMINATING FEES	185.00
010-522-207	103915	8/30/2016	ARIZONA'S BEST CHOICE PEST & TERMITES SVC	505030	8/15/2016	HERITAGE PARK GOPHER EXTERMINATING FEES	185.00
010-522-208	103855	8/22/2016	STOTZ EQUIPMENT	P55398	8/10/2016	MOWER BLADES	250.48
010-522-209	103702	8/4/2016	FLORENCE TRUE VALUE HARDWARE	224718	7/27/2016	BUSHING FOR PARKS LAWN MOWER	2.93

010-522-209	103758	8/11/2016 DAY AUTO SUPPLY, INC	689576	7/26/2016 SWITCH PANEL COVER FOR PARKS LAWN MOWER	3.07
010-522-209	103758	8/11/2016 DAY AUTO SUPPLY, INC	689630	7/27/2016 OIL & FILTERS FOR PARKS LAWN MOWER	67.62
010-522-209	103782	8/15/2016 DAY AUTO SUPPLY, INC	690051	8/2/2016 OIL FILTERS & OIL FOR PARKS LAWN MOWER	67.62
010-522-209	103884	8/24/2016 DAY AUTO SUPPLY, INC	690902	8/11/2016 BODY CLIPS FOR PARKS LAWN MOWER	5.75
010-522-209	103703	8/4/2016 GCR TIRES & SERVICE	825-121242	7/27/2016 4 TIRES FOR PARKS GATOR	420.17
010-522-209	103688	8/2/2016 STOTZ EQUIPMENT	P54898	7/20/2016 PARTS FOR PARKS LAWN MOWER	197.05
010-522-209	103688	8/2/2016 STOTZ EQUIPMENT	P54990	7/25/2016 PARTS FOR PARKS LAWN MOWER	557.39
010-522-209	103855	8/22/2016 STOTZ EQUIPMENT	P55435	8/11/2016 SEAT ARMREST FOR PARKS LAWN MOWER	406.35
010-522-215	103857	8/23/2016 ARIZONA PUBLIC SERVICE	42552	8/3/2016 ELECTRIC	1,663.37
010-522-302	103862	8/23/2016 THE WATER SHED	8864	7/25/2016 DRINKING WATER FOR PARK MAINTENANCE STAFF	26.32
010-522-302	103702	8/4/2016 FLORENCE TRUE VALUE HARDWARE	224421	7/11/2016 SUPPLIES FOR PARK MAINTENANCE	29.23
010-522-302	103702	8/4/2016 FLORENCE TRUE VALUE HARDWARE	224563	7/19/2016 SUPPLIES FOR PARK MAINTENANCE	14.00
010-522-302	103702	8/4/2016 FLORENCE TRUE VALUE HARDWARE	224565	7/19/2016 SUPPLIES FOR PARK MAINTENANCE	15.62
010-522-302	103702	8/4/2016 FLORENCE TRUE VALUE HARDWARE	224597	7/21/2016 SUPPLIES FOR PARK MAINTENANCE	19.87
010-522-302	103702	8/4/2016 FLORENCE TRUE VALUE HARDWARE	224609	7/21/2016 SUPPLIES FOR PARK MAINTENANCE	3.37
010-522-302	103702	8/4/2016 FLORENCE TRUE VALUE HARDWARE	224685	7/26/2016 SUPPLIES FOR PARK MAINTENANCE	7.78
010-522-302	103702	8/4/2016 FLORENCE TRUE VALUE HARDWARE	224687	7/26/2016 SUPPLIES FOR PARK MAINTENANCE	48.92
010-522-302	103702	8/4/2016 FLORENCE TRUE VALUE HARDWARE	224692	7/26/2016 SUPPLIES FOR PARK MAINTENANCE	3.85
010-522-302	103702	8/4/2016 FLORENCE TRUE VALUE HARDWARE	224697	7/26/2016 SUPPLIES FOR PARK MAINTENANCE	3.21
010-522-302	103702	8/4/2016 FLORENCE TRUE VALUE HARDWARE	224698	7/26/2016 SUPPLIES FOR PARK MAINTENANCE	15.63
010-522-302	103702	8/4/2016 FLORENCE TRUE VALUE HARDWARE	224756	7/28/2016 SUPPLIES FOR PARK MAINTENANCE	10.16
010-522-302	103702	8/4/2016 FLORENCE TRUE VALUE HARDWARE	224768	7/29/2016 SUPPLIES FOR PARK MAINTENANCE	26.98
010-522-302	103839	8/22/2016 DAY AUTO SUPPLY, INC	690278	8/4/2016 PARK MAINTENANCE SUPPLIES	8.69
010-522-302	103839	8/22/2016 DAY AUTO SUPPLY, INC	691012	8/12/2016 PARK MAINTENANCE SUPPLIES	32.60
010-522-302	103926	8/30/2016 HOME DEPOT CREDIT SERVICES	8210592	8/18/2016 FLOWERS FOR MAIN ST. PLANTERS	242.41
010-522-317	103700	8/4/2016 EWING	1828613	7/15/2016 SOLENOIDS FOR PADILLA PARK	26.89
010-522-317	103939	8/30/2016 WILBUR-ELLIS COMPANY	10305243	8/17/2016 FERTILIZER	443.21
010-522-317	103867	8/24/2016 ARIZONA STATE PRISON-FLORENCE	A04115820160512	5/16/2016 INMATE LABOR MCFARLAND/POLICE STATION/ TOWN HALL 3	15.00
010-522-317	103827	8/22/2016 ARIZONA STATE PRISON-FLORENCE	A0411620160714	8/9/2016 INMATE LABOR MCFARLAND/POLICE STATION/ TOWN HALL	18.75
010-522-317	103827	8/22/2016 ARIZONA STATE PRISON-FLORENCE	A04118820160721	8/10/2016 INMATE LABOR MCFARLAND/POLICE STATION/ TOWN HALL	78.75
Sub-Total					5,806.98
<b>Community Center</b>					
010-523-201	103757	8/11/2016 COX COMMUNICATIONS	228541501.4	7/28/2016 CABLE SVC FOR LIBRARY/COMMUNITY CENTER	128.38
010-523-201	103654	8/1/2016 COX COMMUNICATIONS	8502228541501 616	6/26/2016 CABLE SVC FOR LIBRARY/COMMUNITY CENTER	62.74
010-523-215	103857	8/23/2016 ARIZONA PUBLIC SERVICE	42552	8/3/2016 ELECTRIC	7,525.79
010-523-302	103862	8/23/2016 THE WATER SHED	8887	7/20/2016 DRINKING WATER FOR COMMUNITY CENTER STAFF	19.75
010-523-302 Multiple		8/15/2016 AMERICAN LEGION EMBLEM	073116 STMT	7/25/2016 ARIZONA FLAG FOR COMMUNITY CENTER AND LIBRARY	35.95
010-523-302 Multiple		8/15/2016 OFFICE DEPOT INC	073116 STMT	7/3/2016 SPECIAL EVENT SUPPLIES/SUPPLIES FOR COMMUNITY CENTER	45.36
010-523-302	103859	8/23/2016 OFFICE DEPOT INC	850656931-001	7/30/2016 STORAGE CART FOR COMMUNITY CENTER	130.31
010-523-311 Multiple		8/15/2016 AMAZON.COM	073116 STMT	7/19/2016 20 V LITHIUM ION BATTERY CORDLESS HAND VACUUM	72.55
010-523-335	103848	8/22/2016 NEWEGG BUSINESS, INC.	1202028431	8/6/2016 MONITOR AND MOUSE FOR L&CC	12.20
010-523-335	103848	8/22/2016 NEWEGG BUSINESS, INC.	1202981882	8/5/2016 MONITOR AND MOUSE FOR L&CC	142.98
010-523-335	103866	8/23/2016 ZONES, INC	K04033690101	8/5/2016 COMPUTER WORKSTATION FOR L&CC	676.07
010-523-401 Multiple		8/15/2016 MOOD PANDORA	073116 STMT	6/3/2016 MONTHLY SUBSCRIPTION FOR PANDORA	29.30
Sub-Total					8,881.38
<b>Aquatics Program</b>					
010-524-201	103736	8/9/2016 VERIZON WIRELESS	9769091078	7/21/2016 CELL PHONES	17.95
010-524-201	103937	8/30/2016 VERIZON WIRELESS	9770738239	8/21/2016 CELL PHONES	17.95
010-524-201	103673	8/2/2016 CENTURYLINK	VARIOUS 7/16	7/16/2016 PKS REC-0265	312.00
010-524-201	103897	8/29/2016 CENTURYLINK	VARIOUS 8/16	8/26/2016 PKS/REC-0265	310.08
010-524-215	103857	8/23/2016 ARIZONA PUBLIC SERVICE	42552	8/3/2016 ELECTRIC	4,268.30
010-524-215	103808	8/16/2016 SOUTHWEST GAS CORPORATION	VARIOUS 7/16	8/8/2016 174 W 1ST-AQUATICS	90.56
010-524-224	103722	8/9/2016 DENISE GORDEN	SESS-2 AQUA	8/1/2016 AQUA ZUMBA INSTRUCTOR	100.00
010-524-302	103862	8/23/2016 THE WATER SHED	8863	7/28/2016 DRINKING WATER FOR POOL STAFF	26.32
010-524-302	103862	8/23/2016 THE WATER SHED	8886	7/20/2016 DRINKING WATER FOR POOL STAFF	32.91
010-524-302	103742	8/10/2016 MARTY'S TROPHIES & AWARDS	34056	6/27/2016 RIBBONS FOR FINAL CENTRAL AZ LEAGUE SWIM MEET	510.54
010-524-302	103728	8/9/2016 MARTY'S TROPHIES & AWARDS	34121	7/18/2016 RIBBONS FOR SEASON SWIM MEETS	588.59
010-524-302	103728	8/9/2016 MARTY'S TROPHIES & AWARDS	34129	7/19/2016 PLAQUE FOR EMPLOYEE OF THE SEASON	187.57
010-524-302	103704	8/4/2016 HILL BROTHERS CHEMICAL CO,	50902345	7/14/2016 POOL CHEMICALS - ACID	1,416.11
010-524-310	103696	8/4/2016 AQUATIC ENVIRONMENTAL	IN39106	7/22/2016 POOL CHLORINE	3,100.31

010-524-312	103715	8/9/2016 ARIZONA GLOVE & SAFETY	7402461	7/14/2016 AQUATIC SAFETY SUPPLIES GLOVES, BIOHAZARD BAGS	23.81
010-524-312	Multiple	8/15/2016 AMAZON.COM	073116 STMT	7/16/2016 SAFETY TAPE AND WRISTBANDS	62.33
010-524-401	Multiple	8/15/2016 MOOD PANDORA	073116 STMT	7/7/2016 MONTHLY SUBSCRIPTION FOR PANDORA	29.30
Sub-Total					11,094.63
<b>Recreation Programs</b>					
010-525-201	103736	8/9/2016 VERIZON WIRELESS	9769091078	7/21/2016 CELL PHONES	154.15
010-525-201	103937	8/30/2016 VERIZON WIRELESS	9770738239	8/21/2016 CELL PHONES	153.75
010-525-209	103698	8/4/2016 DAY AUTO SUPPLY, INC	689555	7/26/2016 OIL & FILTER FOR PR-010 (REC PROGRAM)	49.26
010-525-224	103812	8/16/2016 ARIZONA HUMANITIES	1182-2016	8/8/2016 GUEST SPEAKER FEES	100.00
010-525-224	103812	8/16/2016 ARIZONA HUMANITIES	1183-2016	8/1/2016 GUEST SPEAKER FEES	100.00
010-525-224	103812	8/16/2016 ARIZONA HUMANITIES	1188-2016	8/8/2016 GUEST SPEAKER FEES	100.00
010-525-224	103812	8/16/2016 ARIZONA HUMANITIES	1204-2016	8/1/2016 GUEST SPEAKER FEES	100.00
010-525-302	103728	8/9/2016 MARTY'S TROPHIES & AWARDS	34140	7/21/2016 TROPHIES FOR CENTRAL AZ MEET	114.81
010-525-302	Multiple	8/15/2016 CIRCLE K #2938	073116 STMT	6/29/2016 SENIOR CENTER PROPANE TANK EXCHANGE	23.90
010-525-302	Multiple	8/15/2016 BAUDVILLE INC	073116 STMT	7/21/2016 VOLUNTEER RECOGNITION	210.50
010-525-302	103712	8/4/2016 WALMART COMMUNITY # 0005 7118	TR01067	7/19/2016 SUPPLIES FOR WK8 OF SUMMER KID'S CLUB	81.02
010-525-304	103861	8/23/2016 SURF & SKI ENTERPRISES	148651	8/10/2016 T-SHIRTS FOR RECREATION STAFF	92.38
010-525-304	103861	8/23/2016 SURF & SKI ENTERPRISES	148652	8/10/2016 POLOS FOR RECREATION STAFF	1,386.78
010-525-402	103695	8/4/2016 ALISON, FELIZ	810-11/16	7/5/2016 PER DIEM FOR ANNUAL APRA CONFERENCE	39.00
010-525-402	103705	8/4/2016 JOHN NIXON	AUG 10/16	7/5/2016 MILEAGE REIMBURSEMENT APRA CONFERENCE & EXPO	81.97
010-525-402	103699	8/4/2016 ERASMO MENDIVIL JR.	CONF-909-11/16	7/5/2016 PER DIEM FOR APRA CONFERENCE & EXPO	125.66
Sub-Total					2,913.18
<b>Speical Events</b>					
010-526-201	103736	8/9/2016 VERIZON WIRELESS	9769091078	7/21/2016 CELL PHONES	53.88
010-526-201	103937	8/30/2016 VERIZON WIRELESS	9770738239	8/21/2016 CELL PHONES	53.88
010-526-222	103916	8/30/2016 CELESTIAL NIGHTS FAMILY ENTERTAINMENT	506	8/25/2016 FY17 50' SCREEN RENTAL FOR MOVIES	1,039.10
010-526-302	103702	8/4/2016 FLORENCE TRUE VALUE HARDWARE	224301	7/1/2016 FY17 SPECIAL EVENT SUPPLIES	35.38
010-526-302	103715	8/9/2016 ARIZONA GLOVE & SAFETY	7403502	7/27/2016 GLOVES FOR SPECIAL EVENT- RUBBISH HANDLING	32.21
010-526-302	Multiple	8/15/2016 OFFICE DEPOT INC	073116 STMT	7/1/2016 SPECIAL EVENT SUPPLIES SUPPLIES FOR COMMUNITY CENTER	21.82
010-526-407	Multiple	8/15/2016 FACEBOOK	073116 STMT	6/30/2016 SOCIAL MEDIA EVENT BOOST	73.59
010-526-407	103709	8/4/2016 REX ALLEN DAYS, INC.	2016 RAD	7/29/2016 2016 REX ALLEN DAYS RODEO PROGRAM, BUSINESS CARD SIZE AD	50.00
Sub-Total					1,359.86
<b>Senior Center</b>					
010-528-201	103736	8/9/2016 VERIZON WIRELESS	9769091078	7/21/2016 CELL PHONES	35.90
010-528-201	103937	8/30/2016 VERIZON WIRELESS	9770738239	8/21/2016 CELL PHONES	35.90
010-528-201	103675	8/2/2016 COX COMMUNICATIONS	235531701 716	7/10/2016 DIGITAL ADAPTERS	3.14
010-528-201	103837	8/22/2016 COX COMMUNICATIONS	235531701 816	8/11/2016 DIGITAL ADAPTER-MTHLY FEES	3.14
010-528-209	103758	8/11/2016 DAY AUTO SUPPLY, INC	689789	7/28/2016 BATTERIES FOR SC-006	186.49
010-528-209	103758	8/11/2016 DAY AUTO SUPPLY, INC	689827	7/29/2016 CREDIT	(32.61)
010-528-209	103758	8/11/2016 DAY AUTO SUPPLY, INC	689952	8/1/2016 VOLTAGE REGULATOR FOR SC-006	287.29
010-528-209	103782	8/15/2016 DAY AUTO SUPPLY, INC	690127	8/2/2016 ALTERNATOR FOR SC-006	316.37
010-528-209	103921	8/30/2016 DAY AUTO SUPPLY, INC	690128	8/2/2016 WIPER BLADES FPR SC-002	13.02
010-528-209	103758	8/11/2016 DAY AUTO SUPPLY, INC	690194	8/3/2016 WIPER BLADES FOR SC-005	13.02
010-528-209	103884	8/24/2016 DAY AUTO SUPPLY, INC	690773	8/10/2016 BATTERY ISOLATOR FOR SC-006	229.35
010-528-209	103921	8/30/2016 DAY AUTO SUPPLY, INC	691478	8/18/2016 OIL FOR SC-005	4.34
010-528-209	103720	8/9/2016 CREATIVE BUS SALES CORP	11021626	7/22/2016 WHEEL CHAIR DOOR SEALS FOR SC-005	312.48
010-528-209	103703	8/4/2016 GCR TIRES & SERVICE	825-121056	7/25/2016 4 NEW TIRES FOR SC-006	812.73
010-528-215	103857	8/23/2016 ARIZONA PUBLIC SERVICE	42552	8/3/2016 ELECTRIC	1,715.44
010-528-215	103808	8/16/2016 SOUTHWEST GAS CORPORATION	VARIOUS 7/16	8/8/2016 SR CTR NATURAL GAS	48.44
010-528-217	103788	8/15/2016 PINAL NUTRITION PROGRAM	42552	8/1/2016 MEALS FOR JULY	774.72
010-528-217	103755	8/11/2016 BISHOP & BISHOP INSTALLATIONS	0727/16	7/27/2016 MAINT ON REVERSE OSMOSIS SYSTEM & WATER SOFTNER	244.00
010-528-302	103865	8/23/2016 WALMART COMMUNITY # 0005 7118	1684	8/7/2016 MISC SUPPLIES	109.10
010-528-302	103775	8/11/2016 WALMART COMMUNITY # 0005 7118	8390	7/20/2016 MISC SUPPLIES	67.70
010-528-302	103775	8/11/2016 WALMART COMMUNITY # 0005 7118	20777	7/20/2016 MISC SUPPLIES	165.22
010-528-444	103791	8/15/2016 TACO BELL	SRMEAL-56@206	8/15/2016 SENIOR MEAL FOR 8/19/16	59.75
Sub-Total					5,404.93



<b>Library</b>						
010-529-201	103736	8/9/2016	VERIZON WIRELESS	9769091078	7/21/2016 CELL PHONES	53.88
010-529-201	103937	8/30/2016	VERIZON WIRELESS	9770738239	8/21/2016 CELL PHONES	53.88
010-529-201	103673	8/2/2016	CENTURYLINK	VARIOUS 7/16	7/16/2016 LIBRARY-0788	113.61
010-529-201	103897	8/29/2016	CENTURYLINK	VARIOUS 8/16	8/26/2016 LIBRARY-0788	112.65
010-529-302	103772	8/11/2016	STAPLES BUSINESS ADVANTAGE	3309209242	7/23/2016 MISC. SUPPLIES	74.29
010-529-302	103772	8/11/2016	STAPLES BUSINESS ADVANTAGE	3309209243	7/23/2016 MISC. SUPPLIES	15.86
010-529-302	103854	8/22/2016	STAPLES BUSINESS ADVANTAGE	3310088999	7/30/2016 MISC. SUPPLIES	62.01
010-529-308	103750	8/11/2016	BAKER & TAYLOR BOOKS	401660354	7/20/2016 BOOKS (FICTION)	207.83
010-529-308	103750	8/11/2016	BAKER & TAYLOR BOOKS	4011660355	7/20/2016 BOOKS (NON-FIC)	96.24
010-529-308	103781	8/15/2016	BAKER & TAYLOR BOOKS	4011665962	7/28/2016 BOOKS (FICTION)	183.58
010-529-308	103781	8/15/2016	BAKER & TAYLOR BOOKS	4011665963	7/28/2016 BOOKS (NON-FIC)	36.55
010-529-308	103781	8/15/2016	BAKER & TAYLOR BOOKS	4011665964	7/28/2016 BOOKS, DVD	43.86
010-529-308	103830	8/22/2016	BAKER & TAYLOR BOOKS	4011672894	8/8/2016 BOOKS (FICTION)	63.54
010-529-308	103830	8/22/2016	BAKER & TAYLOR BOOKS	4011672895	8/8/2016 BOOKS, AUDIOBOOKS (FIC)	970.97
010-529-308	103750	8/11/2016	BAKER & TAYLOR BOOKS	B20877600	7/22/2016 BOOKS (NON-FIC)	23.24
010-529-308	103781	8/15/2016	BAKER & TAYLOR BOOKS	B21308420	7/27/2016 BOOKS, DVD	18.73
010-529-308	103750	8/11/2016	BAKER & TAYLOR BOOKS	T41342100	7/19/2016 BOOKS (NON-FIC)	86.67
010-529-308	103781	8/15/2016	BAKER & TAYLOR BOOKS	T41625390	7/27/2016 BOOKS, DVD	128.17
010-529-308	103830	8/22/2016	BAKER & TAYLOR BOOKS	T41958980	8/2/2016 BOOKS, DVD	135.34
010-529-308	103830	8/22/2016	BAKER & TAYLOR BOOKS	T42068510	8/5/2016 BOOKS, DVD	14.98
010-529-405	103800	8/16/2016	GLORIA MORENO	42567	8/1/2016 DAILY MAIL RUN/TOWN HALL	12.31
Sub-Total						2,508.19
<b>Engineering</b>						
010-530-201	103736	8/9/2016	VERIZON WIRELESS	9769091078	7/21/2016 CELL PHONES	105.52
010-530-201	103937	8/30/2016	VERIZON WIRELESS	9770738239	8/21/2016 CELL PHONES	105.91
010-530-217	103655	8/1/2016	EPS GROUP	13-3306-3	7/8/2016 AMR UNITS 31 & 33 FIANL PLAT REVIEW	2,986.25
010-530-403	103669	8/2/2016	AZ LOCAL TECHNICAL ASSISTANCE PROGRAM	CY16-116	7/21/2016 BEGINNER FLAGGER TRAINING FOR PW/UTILITIES AND PD VOLUNTEER STAFF	14.00
010-530-403	103669	8/2/2016	AZ LOCAL TECHNICAL ASSISTANCE PROGRAM	CY16-116	7/21/2016 RECERTIFICATION FLAGGER TRAINING FOR PW/UTILITIES STAFF	7.00
Sub-Total						3,218.68
<b>Facility Maintenance</b>						
010-531-208	103940	8/31/2016	AL & RILEY'S AIR CONDITIONING	250543	8/17/2016 PM SVC FLO LIBRARY #W1E5707067	209.25
010-531-208	103921	8/30/2016	DAY AUTO SUPPLY, INC	691612	8/19/2016 BATTERY FOR FIRE #1 GENERATOR	107.28
010-531-208	103919	8/30/2016	CUMMINS ROCKY MOUNTAIN LLC	100-89104	8/19/2016 PM SEVICE & LOAD BANK TEST FOR 7 GENERATORS	902.28
010-531-208	103919	8/30/2016	CUMMINS ROCKY MOUNTAIN LLC	100-89991	8/25/2016 PM SEVICE & LOAD BANK TEST FOR 7 GENERATORS	899.57
010-531-209	103706	8/4/2016	MANATEE TIRE & AUTO INC., DBA	159938	7/29/2016 4 TIRES FOR FM-002	298.31
010-531-209	103698	8/4/2016	DAY AUTO SUPPLY, INC	689589	7/26/2016 DRIVEBELT TENSIONER FOR FM-022	71.30
010-531-209	103884	8/24/2016	DAY AUTO SUPPLY, INC	690673	8/9/2016 BATTERY FOR FM-004	10.09
010-531-209	103884	8/24/2016	DAY AUTO SUPPLY, INC	690723	8/10/2016 FUEL PUMP FOR FM-004	179.45
010-531-209	103921	8/30/2016	DAY AUTO SUPPLY, INC	690994	8/12/2016 WIPER MOTOR MODULE FOR FM-004	24.99
010-531-209	103921	8/30/2016	DAY AUTO SUPPLY, INC	691243	8/16/2016 WINDSHIELD WIPER SWITCH FOR FM-004	184.96
010-531-209	103921	8/30/2016	DAY AUTO SUPPLY, INC	691526	8/18/2016 WIPER MOTOR FOR FM-004	95.98
010-531-209	103921	8/30/2016	DAY AUTO SUPPLY, INC	691580	8/19/2016 CREDIT	(24.99)
010-531-302	103761	8/11/2016	FLORENCE TRUE VALUE HARDWARE	22446	7/12/2016 MISC FACILITIES MAINT OPERATING SUPPLIES	61.40
010-531-302	103761	8/11/2016	FLORENCE TRUE VALUE HARDWARE	224444	7/12/2016 MISC FACILITIES MAINT OPERATING SUPPLIES	23.26
010-531-302	103761	8/11/2016	FLORENCE TRUE VALUE HARDWARE	224590	7/20/2016 MISC FACILITIES MAINT OPERATING SUPPLIES	104.07
010-531-302	103761	8/11/2016	FLORENCE TRUE VALUE HARDWARE	224736	7/28/2016 MISC FACILITIES MAINT OPERATING SUPPLIES	15.28
010-531-302	103761	8/11/2016	FLORENCE TRUE VALUE HARDWARE	224770	7/29/2016 MISC FACILITIES MAINT OPERATING SUPPLIES	5.85
010-531-302	103761	8/11/2016	FLORENCE TRUE VALUE HARDWARE	224830	8/3/2016 MISC FACILITIES MAINT OPERATING SUPPLIES	1.96
010-531-302	103761	8/11/2016	FLORENCE TRUE VALUE HARDWARE	224874	8/4/2016 MISC FACILITIES MAINT OPERATING SUPPLIES	5.26
010-531-302	103885	8/24/2016	FLORENCE TRUE VALUE HARDWARE	224885	8/5/2016 MISC FACILITIES MAINT OPERATING SUPPLIES	12.92
010-531-302	103885	8/24/2016	FLORENCE TRUE VALUE HARDWARE	224979	8/12/2016 MISC FACILITIES MAINT OPERATING SUPPLIES	12.70
010-531-302	103885	8/24/2016	FLORENCE TRUE VALUE HARDWARE	225019	8/15/2016 MISC FACILITIES MAINT OPERATING SUPPLIES	2.63
010-531-302	103885	8/24/2016	FLORENCE TRUE VALUE HARDWARE	225045	8/16/2016 MISC FACILITIES MAINT OPERATING SUPPLIES	38.40
010-531-302	103885	8/24/2016	FLORENCE TRUE VALUE HARDWARE	225086	8/18/2016 MISC FACILITIES MAINT OPERATING SUPPLIES	2.15
010-531-302	103885	8/24/2016	FLORENCE TRUE VALUE HARDWARE	225089	8/18/2016 MISC FACILITIES MAINT OPERATING SUPPLIES	21.08
010-531-302	103923	8/30/2016	FLORENCE TRUE VALUE HARDWARE	225131	8/20/2016 COUPLINGS,PVC PIPE,P-TRAP(WO 1327,1328)	15.76
010-531-302	103923	8/30/2016	FLORENCE TRUE VALUE HARDWARE	225132	8/20/2016 PVC PIPE (WO1327)	0.80
010-531-304	103674	8/2/2016	CINTAS CORPORATION LOCK 696	696205363	7/1/2016 UNIFORMS FOR PW STAFF (FOR 4 WEEKS)	0.81
010-531-304	103674	8/2/2016	CINTAS CORPORATION LOCK 696	696207561	7/8/2016 UNIFORMS FOR PW STAFF (FOR 4 WEEKS)	0.81

010-531-304	103674	8/2/2016	CINTAS CORPORATION LOCK 696	696209764	7/15/2016	UNIFORMS FOR PW STAFF (FOR 4 WEEKS)	0.81
010-531-304	103674	8/2/2016	CINTAS CORPORATION LOCK 696	696211974	7/22/2016	UNIFORMS FOR PW STAFF (FOR 4 WEEKS)	0.81
010-531-304	103880	8/24/2016	CINTAS CORPORATION LOCK 696	696214156	7/29/2016	2 WEEKS OF RENTAL UNIFORMS	0.80
010-531-304	103880	8/24/2016	CINTAS CORPORATION LOCK 696	696216374	8/5/2016	2 WEEKS OF RENTAL UNIFORMS	0.81
010-531-304	103790	8/15/2016	RAYMOND, WHITE	UNI-80116	8/1/2016	UNIFORM ALLOWANCE FOR JEANS	101.46
010-531-304	103790	8/15/2016	RAYMOND, WHITE	WKBTREIM-716	7/28/2016	UNIFORM ALLOWANCE FOR SAFETY BOOTS	56.62
010-531-311	103761	8/11/2016	FLORENCE TRUE VALUE HARDWARE	224590	7/20/2016	SMALL TOOLS FOR FACILITIES MAINT.	94.88
010-531-311	103761	8/11/2016	FLORENCE TRUE VALUE HARDWARE	224737	7/28/2016	SMALL TOOLS FOR FACILITIES MAINT.	73.20
010-531-311	103761	8/11/2016	FLORENCE TRUE VALUE HARDWARE	224739	7/28/2016	SMALL TOOLS FOR FACILITIES MAINT.	15.48
010-531-311	103761	8/11/2016	FLORENCE TRUE VALUE HARDWARE	224790	8/1/2016	SMALL TOOLS FOR FACILITIES MAINT.	5.77
010-531-311	103761	8/11/2016	FLORENCE TRUE VALUE HARDWARE	224791	8/1/2016	SMALL TOOLS FOR FACILITIES MAINT.	2.63
010-531-315	103776	8/11/2016	WAXIE SANITARY SUPPLY	76101981	7/19/2016	ARMADA EXTRACTOR FOR CUSTODIANS	3,339.23
010-531-316	103881	8/24/2016	CLEMANS PLUMBING	6067	8/18/2016	PLUMBING MODIFICATIONS WASHING MACHINE	300.00
010-531-316	103881	8/24/2016	CLEMANS PLUMBING	6562	8/11/2016	CALL OUTS FOR PLUMBING SERVICES	360.00
010-531-316	103652	8/1/2016	AL & RILEY'S AIR CONDITIONING	249692	5/18/2016	FLORENCE FITNESS CTR: A/C/ REPAIRS & SVC	596.50
010-531-316	103667	8/2/2016	AL & RILEY'S AIR CONDITIONING	249738	7/19/2016	REPLACE PADS, FLOATS, PUMPS, BELTS ,PVC PIPES AND CLEAN PW EVAP.	2,068.64
010-531-316	103882	8/24/2016	CONSOLIDATED ELECTRICAL DISTRIBUTORS	5924-686021	8/5/2016	ADDITIONAL AMOUNT OWED P.O. 44265 ( SHIPPING NOT INCLUDED IN	8.97
010-531-316	103882	8/24/2016	CONSOLIDATED ELECTRICAL DISTRIBUTORS	5924-686021	8/5/2016	REPLACEMENT LIGHT FOR SILVER KING SUITE 202	79.64
010-531-316	103759	8/11/2016	DH PACE COMPANY INC.	SVC/47982	7/29/2016	REPAIR ROLLUP DOOR TO FIRE STATION #1 ENGINE BAY	234.20
010-531-403	103669	8/2/2016	AZ LOCAL TECHNICAL ASSISTANCE PROGRAM	CY16-116	7/21/2016	RECERTIFICATION FLAGGER TRAINING FOR PW/UTILITIES STAFF	10.50
Sub-Total							10,634.56
<b>General Government</b>							
010-532-201	103801	8/16/2016	INCONTACT, INC.	445568	8/10/2016	TELEPHONE	367.97
010-532-201	103799	8/16/2016	CENTURYLINK	0238/0118 0716	8/1/2016	911 LOCATOR-0238	78.71
010-532-201	103799	8/16/2016	CENTURYLINK	0238/0118 0716	8/1/2016	TRUNKLINE-0118	688.20
010-532-201	103673	8/2/2016	CENTURYLINK	VARIOUS 7/16	7/16/2016	MAIN TN LINE-7500	83.84
010-532-201	103673	8/2/2016	CENTURYLINK	VARIOUS 7/16	7/16/2016	TN FIRE ALARM-0236	50.63
010-532-201	103897	8/29/2016	CENTURYLINK	VARIOUS 8/16	8/26/2016	FIRE ALARM-0236	50.32
010-532-201	103897	8/29/2016	CENTURYLINK	VARIOUS 8/16	8/26/2016	TRUNKLINE-7500	83.84
010-532-206	103925	8/30/2016	HARTFORD INSURANCE COMPANY	FIRE-2016	8/17/2016	FLOOD INS FIRE DEPT	2,587.00
010-532-214	103857	8/23/2016	ARIZONA PUBLIC SERVICE	42552	8/3/2016	ELECTRIC	1,256.73
010-532-214	103673	8/2/2016	CENTURYLINK	VARIOUS 7/16	7/16/2016	SK ALARM-0705	151.89
010-532-214	103897	8/29/2016	CENTURYLINK	VARIOUS 8/16	8/26/2016	SK ALARM-0705	150.96
010-532-215	103857	8/23/2016	ARIZONA PUBLIC SERVICE	42552	8/3/2016	ELECTRIC	7,047.68
010-532-314	103690	8/2/2016	THE WATER SHED	8788	7/11/2016	WATER AND ICE	31.81
010-532-314	103690	8/2/2016	THE WATER SHED	8865	7/28/2016	WATER AND ICE	22.49
010-532-314	103690	8/2/2016	THE WATER SHED	8901	7/21/2016	WATER AND ICE	38.40
010-532-314	103690	8/2/2016	THE WATER SHED	8920	7/28/2016	WATER AND ICE	13.16
010-532-314	103935	8/30/2016	THE WATER SHED	9056	8/9/2016	WATER & ICE	23.31
010-532-314	103935	8/30/2016	THE WATER SHED	9108	8/15/2016	WATER & ICE	15.91
010-532-314	103935	8/30/2016	THE WATER SHED	9156	8/22/2016	WATER & ICE	19.75
010-532-314	103935	8/30/2016	THE WATER SHED	9218	8/29/2016	WATER & ICE	13.16
010-532-314	103656	8/2/2016	DIVISION OF OCCUPATIONAL SAFETY & HEALTH	42598	8/2/2016	CITATIONS & FEES-FORKLIFT	550.00
010-532-314	103656	8/2/2016	DIVISION OF OCCUPATIONAL SAFETY & HEALTH	42598	8/2/2016	CITATIONS & FEES-P&R	412.50
010-532-314	103656	8/2/2016	DIVISION OF OCCUPATIONAL SAFETY & HEALTH	42598	8/2/2016	CITATIONS & FEES-WATER	412.50
010-532-314	103798	8/16/2016	CAPITAL ONE COMMERCIAL	57060	8/13/2016	COFFEE, CREAMER & KITCHEN SUPPLIES	100.02
010-532-408	103727	8/9/2016	KIM A. HUNTER	42552	8/3/2016	TEEN LEADERSHIP AND PROGRAMMING	4,000.00
010-532-408	103930	8/30/2016	KIM A. HUNTER	42598	8/29/2016	TEEN LEADERSHIP AND PROGRAMMING	4,000.00
010-532-425	103658	8/2/2016	ARIZONA DEPARTMENT OF REVENUE	2017-125	7/31/2016	ADMINISTRATION & COLLECTIONS ASSESSMENT FEE	63,407.10
Sub-Total							85,657.88
<b>Cemetery</b>							
010-533-317	103668	8/2/2016	ARIZONA STATE PRISON-FLORENCE	A04118A20160707	7/8/2016	INMATE LABOR / CEMETERY	8.75
Sub-Total							8.75
<b>Economic Development</b>							
010-551-201	103736	8/9/2016	VERIZON WIRELESS	9769091078	7/21/2016	CELL PHONES	54.62
010-551-201	103937	8/30/2016	VERIZON WIRELESS	9770738239	8/21/2016	CELL PHONES	54.62
010-551-201	103673	8/2/2016	CENTURYLINK	VARIOUS 7/16	7/16/2016	MCFARLAND ALARM-8030	50.63
010-551-201	103897	8/29/2016	CENTURYLINK	VARIOUS 8/16	8/26/2016	MCFARLAND ALARM-8030	50.32
Sub-Total							210.19

HURF							
012-277-000	103731	8/9/2016	R. K. SANDERS	RETAIN-4	8/2/2016	RETAINAGE FOR INV 4	(19,734.93)
012-518-201	103736	8/9/2016	VERIZON WIRELESS	9769091078	7/21/2016	CELL PHONES	533.42
012-518-201	103937	8/30/2016	VERIZON WIRELESS	9770738239	8/21/2016	CELL PHONES	527.86
012-518-209	103787	8/15/2016	LONG STAR AUTO GLASS SERVICES	1269	8/1/2016	FRONT WINDSHIELD FOR ST-005	325.78
012-518-209	103710	8/4/2016	THE WATER SHED	8945	7/26/2016	24 GALLONS OF DISTILLED WATER FOR SHOP	4.82
012-518-209	103876	8/24/2016	BERGKAMP INC.	23338	8/10/2016	OIL SEALS @ GASKETS FOR ST-023	63.22
012-518-209	103666	8/2/2016	A & M NUT & BOLT	283473	7/27/2016	HOSE CLAMPS & ELEC. TERMINALS FOR FLEET	13.35
012-518-209	103698	8/4/2016	DAY AUTO SUPPLY, INC	689623	7/27/2016	BRAKLEEN FOR FLEET	11.70
012-518-209	103758	8/11/2016	DAY AUTO SUPPLY, INC	689946	8/1/2016	OIL & FILTER FOR ST-005	34.89
012-518-209	103782	8/15/2016	DAY AUTO SUPPLY, INC	690348	8/4/2016	TOOL BOX FOR ST-010	9.77
012-518-209	103884	8/24/2016	DAY AUTO SUPPLY, INC	690546	8/8/2016	SHOP TOWELS FOR FLEET	18.43
012-518-209	103884	8/24/2016	DAY AUTO SUPPLY, INC	690650	8/9/2016	CARB CLEANER FOR FLEET	13.02
012-518-209	103884	8/24/2016	DAY AUTO SUPPLY, INC	690776	8/10/2016	TRAILER WIRE HARNESS FOR ST-010	103.71
012-518-209	103884	8/24/2016	DAY AUTO SUPPLY, INC	690792	8/10/2016	ELECTRONIC CLEANER FOR SHOP	5.05
012-518-209	103884	8/24/2016	DAY AUTO SUPPLY, INC	690867	8/11/2016	WIPER BLADES FOR ST-014	6.51
012-518-209	103921	8/30/2016	DAY AUTO SUPPLY, INC	690884	8/11/2016	OIL & FILTERS FOR ST-026	210.86
012-518-209	103921	8/30/2016	DAY AUTO SUPPLY, INC	691484	8/18/2016	STOCK OIL FOR STREETS	78.00
012-518-209	103921	8/30/2016	DAY AUTO SUPPLY, INC	691553	8/18/2016	NERF BARS FOR ST-005	489.15
012-518-211	103698	8/4/2016	DAY AUTO SUPPLY, INC	689507	7/26/2016	LIGHT FOR ST-024 (FORK LIFT)	11.95
012-518-211	103884	8/24/2016	DAY AUTO SUPPLY, INC	690018	8/1/2016	TRANS FLUID FOR ST-003 (BACK HOE)	105.43
012-518-211	103884	8/24/2016	DAY AUTO SUPPLY, INC	690377	8/5/2016	HYDRAULIC FILTERS FOR ST-003 (BACKHOE)	12.37
012-518-211	103782	8/15/2016	DAY AUTO SUPPLY, INC	690395	8/5/2016	OIL FOR ST-003 (BACKHOE)	38.02
012-518-211	103884	8/24/2016	DAY AUTO SUPPLY, INC	690724	8/10/2016	PTEX ULTRA BLACK SILICON FOR ST-003 (BACKHOE)	8.58
012-518-211	103884	8/24/2016	DAY AUTO SUPPLY, INC	690753	8/10/2016	TRANS FLUID FOR ST-003 (BACK HOE)	105.43
012-518-211	103884	8/24/2016	DAY AUTO SUPPLY, INC	690807	8/10/2016	FUEL FILTER FOF ST-003 (BACK HOE)	33.83
012-518-211	103829	8/22/2016	ARNOLD MACHINERY COMPANY	B26760	8/10/2016	A/C FILTER & VENTS FOR ST-046 (STREET BROOM)	538.72
012-518-211	103842	8/22/2016	EMPIRE SOUTHWEST	EMPS3927704	8/5/2016	EXPANSION PLUG FOR ST-003 (BACKHOE)	2.98
012-518-211	103842	8/22/2016	EMPIRE SOUTHWEST	EMPS3929919	8/9/2016	AIR FILTERS CANISTER FOR ST-003 (BACKHOE)	34.14
012-518-214			ZUMAR, IND.	29237	8/9/2016	2 HISTORIC STREET SIGNS	-
012-518-214	103895	Multiple	ZUMAR, IND.	29237	8/9/2016	2 HISTORIC STREET SIGNS	-
012-518-214	103835	8/22/2016	CENTERLINE SUPPLY WEST, INC.	76775	8/1/2016	41 SIGNS FOR STREETS	1,211.98
012-518-215	103753	8/11/2016	BIA	42552	8/2/2016	00353-ELECTRIC	233.75
012-518-215	103753	8/11/2016	BIA	42552	8/2/2016	10522-ELECTRIC	110.00
012-518-215	103753	8/11/2016	BIA	42552	8/2/2016	20509-ELECTRIC	46.20
012-518-215	103753	8/11/2016	BIA	42552	8/2/2016	21243-ELECTRIC	61.60
012-518-215	103857	8/23/2016	ARIZONA PUBLIC SERVICE	42552	8/3/2016	ELECTRIC	4,939.16
012-518-215	103797	8/16/2016	AZ PUBLIC SERVICE COMPANY	AR0480005194	8/11/2016	STREETLIGHT MAINTENANCE	2,232.59
012-518-217	103657	8/2/2016	OFFICE OF THE AUDITOR GENERAL	1238	7/20/2016	PINAL CO TRANSPORTATION EXISE TAX	8,100.00
012-518-302	103690	8/2/2016	THE WATER SHED	8747	7/7/2016	WATER & ICE / PW	45.16
012-518-302	103690	8/2/2016	THE WATER SHED	8780	7/11/2016	WATER & ICE / PW	45.41
012-518-302	103892	8/24/2016	THE WATER SHED	8926	8/9/2016	WATER & ICE FOR PW	59.40
012-518-302	103710	8/4/2016	THE WATER SHED	8935	7/25/2016	WATER & ICE PW	122.40
012-518-302	103892	8/24/2016	THE WATER SHED	8981	8/1/2016	WATER & ICE FOR PW	79.20
012-518-302	103672	8/2/2016	CAPITAL ONE COMMERCIAL	11804	7/26/2016	TISSUE, PLATES, FLATWARE, CREAMER, SUGAR, COFFEE, CUPS, BOWLS	45.62
012-518-302	103672	8/2/2016	CAPITAL ONE COMMERCIAL	60211	7/15/2016	TISSUE, PLATES, FLATWARE, CREAMER, SUGAR, COFFEE, CUPS, BOWLS	219.20
012-518-302	103674	8/2/2016	CINTAS CORPORATION LOCK 696	696205363	7/1/2016	UNIFORMS FOR PW STAFF (FOR 4 WEEKS)	35.53
012-518-302	103674	8/2/2016	CINTAS CORPORATION LOCK 696	696207561	7/8/2016	UNIFORMS FOR PW STAFF (FOR 4 WEEKS)	35.53
012-518-302	103674	8/2/2016	CINTAS CORPORATION LOCK 696	696209764	7/15/2016	UNIFORMS FOR PW STAFF (FOR 4 WEEKS)	8.25
012-518-302	103674	8/2/2016	CINTAS CORPORATION LOCK 696	696211974	7/22/2016	UNIFORMS FOR PW STAFF (FOR 4 WEEKS)	8.25
012-518-302	103880	8/24/2016	CINTAS CORPORATION LOCK 696	696214156	7/29/2016	2 WEEKS OF RENTAL UNIFORMS	8.26
012-518-302	103880	8/24/2016	CINTAS CORPORATION LOCK 696	696216374	8/5/2016	2 WEEKS OF RENTAL UNIFORMS	8.26
012-518-302	103924	8/30/2016	GRABBER POWER PRODUCTS	0062841-IN	8/3/2016	SAW CUT BLADES FOR CONCRETE SAW & HAND SAW	1,253.96
012-518-304	103674	8/2/2016	CINTAS CORPORATION LOCK 696	696205363	7/1/2016	UNIFORMS FOR PW STAFF (FOR 4 WEEKS)	33.81
012-518-304	103674	8/2/2016	CINTAS CORPORATION LOCK 696	696207561	7/8/2016	UNIFORMS FOR PW STAFF (FOR 4 WEEKS)	33.81
012-518-304	103674	8/2/2016	CINTAS CORPORATION LOCK 696	696209764	7/15/2016	UNIFORMS FOR PW STAFF (FOR 4 WEEKS)	33.81
012-518-304	103674	8/2/2016	CINTAS CORPORATION LOCK 696	696211974	7/22/2016	UNIFORMS FOR PW STAFF (FOR 4 WEEKS)	33.81
012-518-304	103880	8/24/2016	CINTAS CORPORATION LOCK 696	696214156	7/29/2016	2 WEEKS OF RENTAL UNIFORMS	33.81
012-518-304	103880	8/24/2016	CINTAS CORPORATION LOCK 696	696216374	8/5/2016	2 WEEKS OF RENTAL UNIFORMS	37.37
012-518-304	103719	8/9/2016	CHRIS MAHURIN	UNI/JEANS 8/16	8/5/2016	UNIFORM ALLOWANCE FOR SAFETY BOOTS	129.63
012-518-312	103714	8/9/2016	ARIZONA BRAKE & CLUTCH SUPPLY	515133	8/1/2016	BLACK LATEX GLOVES FOR SHOP	119.35

012-518-317	103777	8/15/2016	ARIZONA STATE PRISON-FLORENCE	A04115A20160512	5/16/2016	INMATE LABOR/WORK PROGRAM	15.00
012-518-317	103668	8/2/2016	ARIZONA STATE PRISON-FLORENCE	A04118A20160707	7/8/2016	INMATE LABOR / ROW	15.00
012-518-317	103875	8/24/2016	ARIZONA STATE PRISON-FLORENCE	A04118A20160721	8/10/2016	INMATE LABOR / ROW	48.75
012-518-322	103779	8/15/2016	PAVEMENT MARKING, INC.	15840	3/25/2016	STRIPING FOR EAST BUTTE, DOGWOOD, ADAMSVILLE AND ORLANDO	1,554.93
012-518-322	103779	8/15/2016	PAVEMENT MARKING, INC.	16184	5/16/2016	STRIPING FOR EAST BUTTE, DOGWOOD, ADAMSVILLE AND ORLANDO	748.72
012-518-322	103693	8/2/2016	VALUE CRETE,LLC	116425	7/21/2016	CONCRETE FOR STREET REPAIRS	288.06
012-518-403	103669	8/2/2016	AZ LOCAL TECHNICAL ASSISTANCE PROGRAM	CY16-116	7/21/2016	BEGINNER FLAGGER TRAINING FOR PW/UTILITIES AND PD VOLUNTEER STAFF	45.50
012-518-403	103669	8/2/2016	AZ LOCAL TECHNICAL ASSISTANCE PROGRAM	CY16-116	7/21/2016	RECERTIFICATION FLAGGER TRAINING FOR PW/UTILITIES STAFF REIMBURSEMENT FOR CDL LICENSE RENEWAL - CERTIFIED COPY OF REQUIRED	262.50
012-518-408	103676	8/2/2016	DAN, CISCO	REIM CDL 716	7/13/2016	BIRTH CERTIFICATE	63.50
012-518-408	103783	8/15/2016	FRANKLIN, D. SPOON	REIM CDL 72716	7/27/2016	REIMBURSEMENT FOR CDL LICENSE	15.00
012-536-304	103674	8/2/2016	CINTAS CORPORATION LOCK 696	696205363	7/1/2016	UNIFORMS FOR PW STAFF (FOR 4 WEEKS)	5.14
012-536-304	103674	8/2/2016	CINTAS CORPORATION LOCK 696	696207561	7/8/2016	UNIFORMS FOR PW STAFF (FOR 4 WEEKS)	5.14
012-536-304	103674	8/2/2016	CINTAS CORPORATION LOCK 696	696209764	7/15/2016	UNIFORMS FOR PW STAFF (FOR 4 WEEKS)	5.14
012-536-304	103674	8/2/2016	CINTAS CORPORATION LOCK 696	696211974	7/22/2016	UNIFORMS FOR PW STAFF (FOR 4 WEEKS)	5.14
012-536-304	103880	8/24/2016	CINTAS CORPORATION LOCK 696	696214156	7/29/2016	2 WEEKS OF RENTAL UNIFORMS	5.14
012-536-304	103880	8/24/2016	CINTAS CORPORATION LOCK 696	696216374	8/5/2016	2 WEEKS OF RENTAL UNIFORMS	5.14
012-536-304	103790	8/15/2016	RAYMOND, WHITE	UNI-80116	8/1/2016	UNIFORM ALLOWANCE FOR JEANS	169.11
012-536-304	103790	8/15/2016	RAYMOND, WHITE	WKBTREIM-716	7/28/2016	UNIFORM ALLOWANCE FOR SAFETY BOOTS	94.37
012-536-311	103698	8/4/2016	DAY AUTO SUPPLY, INC	689297	7/22/2016	WIRE PLIERS FOR SHOP	23.90
012-536-311	103782	8/15/2016	DAY AUTO SUPPLY, INC	690160	8/3/2016	PICK UP TOOL FOR SHOP	10.35
012-536-311	103782	8/15/2016	DAY AUTO SUPPLY, INC	690212	8/3/2016	RETRIEVING TOOL FOR SHOP	6.51
012-536-311	103782	8/15/2016	DAY AUTO SUPPLY, INC	690219	8/3/2016	RETRIEVING TOOL FOR SHOP	6.51
012-536-311	103921	8/30/2016	DAY AUTO SUPPLY, INC	690977	8/12/2016	FUEL LINE TOOL FOR SHOP	7.72
012-536-311	103921	8/30/2016	DAY AUTO SUPPLY, INC	691462	8/18/2016	9PC TORX KEY SET CIP T-17 IMPROVEMENTS TO DIVERSION DAM RD-WIDENING,	24.99
012-566-507	103731	8/9/2016	R. K. SANDERS	4	8/2/2016	CONSTRUCTION, LIGHTING, ETC ADDITIONAL WORK - MERRILL RANCH PARKWAY FY16/17 (PO 43233 WAS	394,698.66
012-566-524	103785	8/15/2016	HOLBROOK ASPHALT CO.	11527	7/5/2016	FY15/16 PORTION OF WORK); APPROVED VIA COUNCIL 4/4/16	14,299.88
Sub-Total							415,400.97
<b>Vehicle Maintenance</b>							
032-502-315	103780	8/15/2016	WAXIE SANITARY SUPPLY	75988302	5/20/2016	URIMAT ACTIVE CLEANER CONCENTRATE	115.78
Sub-Total							115.78
<b>Water</b>							
051-219-000	103680	8/2/2016	TEMPORARY VENDOR	100911	7/27/2016	REFUND WATER DEPOSIT	9.17
051-219-000	103671	8/2/2016	TEMPORARY VENDOR	111359	7/29/2016	REFUND WATER DEPOSIT	63.89
051-219-000	103850	8/22/2016	TEMPORARY VENDOR	314036	8/16/2016	REFUND WATER DEPOSIT	1,377.29
051-219-000	103679	8/2/2016	TEMPORARY VENDOR	414506	7/26/2016	REFUND WATER DEPOSIT	96.73
051-219-000	103810	8/16/2016	TEMPORARY VENDOR	502402	8/9/2016	REFUND WATER DEPOSIT	25.26
051-219-000	103804	8/16/2016	TEMPORARY VENDOR	10603155	8/16/2016	REFUND WATER DEPOSIT	150.00
051-219-000	103751	8/11/2016	TEMPORARY VENDOR	10312601-2NDCK	7/8/2016	REFUND WATER DEPOSIT	150.00
051-574-201	103756	8/11/2016	CENTURYLINK	8356.4375	7/25/2016	W/WW ALARM-8356	61.86
051-574-201	103736	8/9/2016	VERIZON WIRELESS	9769091078	7/21/2016	CELL PHONES	280.21
051-574-201	103937	8/30/2016	VERIZON WIRELESS	9770738239	8/21/2016	CELL PHONES	300.69
051-574-201	103673	8/2/2016	CENTURYLINK	VARIOUS 7/16	7/16/2016	S.PLAT-0246	52.00
051-574-201	103897	8/29/2016	CENTURYLINK	VARIOUS 8/16	8/26/2016	PLANT RD-0246	51.68
051-574-208	103919	8/30/2016	CUMMINS ROCKY MOUNTAIN LLC	100-90002	8/25/2016	PM SEVICE & LOAD BANK TEST FOR 4 WELL GENERATORS	1,401.22
051-574-208	103919	8/30/2016	CUMMINS ROCKY MOUNTAIN LLC	100-90022	8/25/2016	PM SEVICE & LOAD BANK TEST FOR 4 WELL GENERATORS	1,401.22
051-574-208	103919	8/30/2016	CUMMINS ROCKY MOUNTAIN LLC	100-90030	8/25/2016	PM SEVICE & LOAD BANK TEST FOR 4 WELL GENERATORS	1,751.31
051-574-208	103883	8/24/2016	DANA KEPNER CO, INC.	7200713-00	8/17/2016	COIN SWITCH FOR STANDPIPE REPAIR	50.30
051-574-209	103710	8/4/2016	THE WATER SHED	8945	7/26/2016	24 GALLONS OF DISTILLED WATER FOR SHOP	4.82
051-574-209	103666	8/2/2016	A & M NUT & BOLT	283473	7/27/2016	HOSE CLAMPS & ELEC. TERMINALS FOR FLEET	13.35
051-574-209	103698	8/4/2016	DAY AUTO SUPPLY, INC	689581	7/26/2016	OIL & FILTERS FOR WW-029	58.57
051-574-209	103698	8/4/2016	DAY AUTO SUPPLY, INC	689623	7/27/2016	BRAKLEEN FOR FLEET	11.70
051-574-209	103782	8/15/2016	DAY AUTO SUPPLY, INC	690211	8/3/2016	SHIFTER CABLE FOR WW-004	118.46
051-574-209	103884	8/24/2016	DAY AUTO SUPPLY, INC	690546	8/8/2016	SHOP TOWELS FOR FLEET	18.43
051-574-209	103884	8/24/2016	DAY AUTO SUPPLY, INC	690650	8/9/2016	CARB CLEANER FOR FLEET	13.02
051-574-209	103884	8/24/2016	DAY AUTO SUPPLY, INC	690685	8/9/2016	DOOR HINGE FOR WW-004	145.14
051-574-209	103884	8/24/2016	DAY AUTO SUPPLY, INC	690766	8/10/2016	WIPER BLADES FOR WW-005	13.02
051-574-209	103884	8/24/2016	DAY AUTO SUPPLY, INC	690792	8/10/2016	ELECTRONIC CLEANER FOR SHOP	5.05

051-574-209	103884	8/24/2016 DAY AUTO SUPPLY, INC	690867	8/11/2016 WIPER BLADES FOR ST-014	6.51
051-574-209	103762	8/11/2016 GCR TIRES & SERVICE	825-121590	8/2/2016 TIRES FOR WW-031 & WW-029	555.46
051-574-209	103762	8/11/2016 GCR TIRES & SERVICE	825-1251589	8/2/2016 TIRES FOR WW-031 & WW-029	555.46
051-574-211	103846	8/22/2016 INSTRUMENTATION AND CONTROLS	11257	7/19/2016 ACTUATOR FIELD SERVICE AT WELL 3B	290.00
051-574-211	103893	8/24/2016 USABLUBOOK - ACCT 703717	20553	7/29/2016 WELL 3B REPAIRS JG POLYPROPYLENE STEM ADAPTERS	59.41
051-574-211	103885	8/24/2016 FLORENCE TRUE VALUE HARDWARE	224534	7/18/2016 WELL 3B REPAIRS	11.20
051-574-215	103753	8/11/2016 BIA	42552	8/2/2016 21242-ELECTRIC	1,266.92
051-574-215	103753	8/11/2016 BIA	42552	8/2/2016 21245-ELECTRIC	2,466.46
051-574-215	103857	8/23/2016 ARIZONA PUBLIC SERVICE	42552	8/3/2016 ELECTRIC	15,006.54
051-574-217	103815	8/16/2016 CASA GRANDE COURIER, INC.	1095	7/28/2016 COURIER FEES JUNE 2016 WATER	252.00
051-574-301	103685	8/2/2016 OFFICE DEPOT INC	851390134-001	7/18/2016 OFFICE SUPPLIES: INK CARTRIDGES.	100.85
051-574-302	103690	8/2/2016 THE WATER SHED	8747	7/7/2016 WATER & ICE / W/WW	3.62
051-574-302	103690	8/2/2016 THE WATER SHED	8780	7/11/2016 WATER & ICE / W/WW	2.53
051-574-302	103690	8/2/2016 THE WATER SHED	8787	7/11/2016 WATER & ICE / W/WW	9.87
051-574-302	103892	8/24/2016 THE WATER SHED	8926	8/9/2016 WATER & ICE FOR PW	3.22
051-574-302	103892	8/24/2016 THE WATER SHED	8928	8/5/2016 WATER & ICE FOR SOUTH PLANT	21.81
051-574-302	103710	8/4/2016 THE WATER SHED	8935	7/25/2016 WATER & ICE W/WW	7.08
051-574-302	103892	8/24/2016 THE WATER SHED	8981	8/1/2016 WATER & ICE W/WW	4.41
051-574-302	103672	8/2/2016 CAPITAL ONE COMMERCIAL	11804	7/26/2016 TISSUE, PLATES, FLATWARE, CREAMER, SUGAR, COFFEE, CUPS, BOWLS	5.70
051-574-302	103893	8/24/2016 USABLUBOOK - ACCT 703717	23723	8/2/2016 2 - HACH FREE CHLORINE SWIFTEST DISPENSER, 250 TESTS (2105560)	113.72
051-574-302	103672	8/2/2016 CAPITAL ONE COMMERCIAL	60211	7/15/2016 TISSUE, PLATES, FLATWARE, CREAMER, SUGAR, COFFEE, CUPS, BOWLS	27.40
051-574-302	103677	8/2/2016 FLORENCE TRUE VALUE HARDWARE	224653	7/25/2016 2 IN 1 COMBO AIR/ELECTRIC CORD REEL, QUAD OUTLET W/CORD	949.16
051-574-302	103853	8/22/2016 SENERGY PETROLEUM LLC	295473	8/4/2016 2-55 GALLON DRUMS OIL FOR WELLS FM 32	2,267.68
051-574-302	103884	8/24/2016 DAY AUTO SUPPLY, INC	690752	8/10/2016 SUPPLIES FOR AIR COMPRESSOR-HOSE, HOSE FITTINGS, COUPLERS, ETC	78.94
051-574-302	103834	8/22/2016 CEMEX	9433736829	7/21/2016 ABC TO WELL #1 AND WELL #5	1,563.93
051-574-302	103834	8/22/2016 CEMEX	9433736830	7/21/2016 100 TONS OF ABC FOR WATER DEPT	1,569.85
051-574-302 Multiple		8/15/2016 AMAZON.COM	073116 STMT	7/13/2016 SOUND PRESSURE LEVEL METER	8.97
051-574-302 Multiple		8/15/2016 AMAZON.COM	073116 STMT	7/13/2016 SOUND PRESSURE LEVEL METER	60.00
051-574-304	103674	8/2/2016 CINTAS CORPORATION LOCK 696	696209765	7/15/2016 WEEKLY FEE FOR UNIFORMS FOR UTILITY DEPARTMENT	6.53
051-574-304	103836	8/22/2016 CINTAS CORPORATION LOCK 696	696211975	7/22/2016 BLANKET PO UNIFORMS FOR WATER/WASTEWATER 4 WEEKS	6.53
051-574-304	103836	8/22/2016 CINTAS CORPORATION LOCK 696	696214157	7/29/2016 BLANKET PO UNIFORMS FOR WATER/WASTEWATER 4 WEEKS	6.53
051-574-304	103836	8/22/2016 CINTAS CORPORATION LOCK 696	696216375	8/5/2016 BLANKET PO UNIFORMS FOR WATER/WASTEWATER 4 WEEKS	6.53
051-574-304	103880	8/24/2016 CINTAS CORPORATION LOCK 696	696218571	8/12/2016 BLANKET PO UNIFORMS FOR WATER/WASTEWATER 4 WEEKS	6.53
051-574-304	103887	8/24/2016 INDUSTRIAL SAFETY SHOE COMPANY	I1001069489	8/10/2016 REIMBURSEMENT FOR UNIFORM WORK BOOTS, NTE \$175	81.53
051-574-312	103874	8/24/2016 ARIZONA GLOVE & SAFETY	7404652	8/10/2016 FIRST AID RESTOCK ANTACID TABLETS	10.84
051-574-320	103677	8/2/2016 FLORENCE TRUE VALUE HARDWARE	224463	7/13/2016 UTILITY LINE MAINT: 8TH ST	27.11
051-574-320	103885	8/24/2016 FLORENCE TRUE VALUE HARDWARE	224948	8/10/2016 BLANKET PO: UTILITY LINE MAINTENANCE-REPAIRS MISC PARTS	74.74
051-574-320	103885	8/24/2016 FLORENCE TRUE VALUE HARDWARE	225031	8/16/2016 BLANKET PO: UTILITY LINE MAINTENANCE-REPAIRS MISC PARTS	21.77
051-574-320	103886	8/24/2016 FWC SUPPLY LLC	S2703781001	7/25/2016 ADDTL FUNDS DUE TO TAX ON PO #44297	19.63
051-574-320	103886	8/24/2016 FWC SUPPLY LLC	S2703781001	7/25/2016 PARTS/STOCK- UTILITY LINE MAINT: 100 FT MUNICIPEX/100 FT MUNICIPEX	243.75
051-574-320	103886	8/24/2016 FWC SUPPLY LLC	S2703785001	7/25/2016 ADDTL FUNDS DUE TO TAX ON PO #44297	52.49
051-574-320	103886	8/24/2016 FWC SUPPLY LLC	S2703785001	7/25/2016 PARTS/STOCK- UTILITY LINE MAINT: METER VALVES, ADAPTERS	652.02
051-574-320	103886	8/24/2016 FWC SUPPLY LLC	S2703785002	7/25/2016 ADDTL FUNDS DUE TO TAX ON PO #44297	10.73
051-574-320	103886	8/24/2016 FWC SUPPLY LLC	S2703785002	7/25/2016 PARTS/STOCK- UTILITY LINE MAINT: METER VALVES, ADAPTERS	133.37
051-574-320	103843	8/22/2016 FWC SUPPLY LLC	S2705575001	7/25/2016 UTILITY LINE MAINT: 4- C-900 PIPE AND RANGE COUPLINGS	636.39
051-574-324	103894	8/24/2016 ZONES, INC	K04149920101	8/11/2016 COMPUTER FOR SCADA SET UP WATER DEPT. PURCHASE IN *RURAL WATER ASSOCIATION: \$750. FOR ANNUAL MEMBERSHIP FEE FOR THE TOWN. \$165. FEE FOR 25TH ANNUAL LEADERSHIP	676.07
051-574-401 Multiple		8/15/2016 RURAL WATER ASSOCIATION	073116 STMT	6/15/2016 CONFERENCE IN AUGUST FOR JASON JOYNES. PURCHASE IN *RURAL WATER ASSOCIATION: \$750. FOR ANNUAL MEMBERSHIP FEE FOR THE TOWN. \$165. FEE FOR 25TH ANNUAL LEADERSHIP	187.50
051-574-401 Multiple		8/15/2016 RURAL WATER ASSOCIATION	073116 STMT	6/15/2016 CONFERENCE IN AUGUST FOR JASON JOYNES. CREDIT VOUCHER FREDPRYOR CAREERTRACK : RETURN OF	375.00
051-574-403 Multiple		8/15/2016 FRED PRYOR SEMINARS	073116 STMT	7/29/2016 MERCHANDISE/REFUND. SEE LAST MONTH'S STATEMENT.	(80.33)
051-574-403	103669	8/2/2016 AZ LOCAL TECHNICAL ASSISTANCE PROGRAM	CY16-116	7/21/2016 BEGINNER FLAGGER TRAINING FOR PW/UTILITIES AND PD VOLUNTEER STAFF	7.00
051-574-403	103669	8/2/2016 AZ LOCAL TECHNICAL ASSISTANCE PROGRAM	CY16-116	7/21/2016 RECERTIFICATION FLAGGER TRAINING FOR PW/UTILITIES STAFF	17.50
051-574-403	103886	8/24/2016 FWC SUPPLY LLC	S2709662001	8/15/2016 WATER LINE PROJECT.MISC PARTS	2,326.34
Sub-Total					40,399.19
<b>Sewer</b>					
052-575-201	103736	8/9/2016 VERIZON WIRELESS	9769091078	7/21/2016 CELL PHONES	280.22
052-575-201	103937	8/30/2016 VERIZON WIRELESS	9770738239	8/21/2016 CELL PHONES	300.70

052-575-201	103673	8/2/2016	CENTURYLINK	VARIOUS 7/16	7/16/2016	NW/W-2394	55.29
052-575-208	103893	8/24/2016	USABLUBOOK - ACCT 703717	28050	8/8/2016	HEATING ELEMENT FOR LAB OVEN AT SWWTP-EQUIPMENT REPAIR	191.62
052-575-208	103677	8/2/2016	FLORENCE TRUE VALUE HARDWARE	224422	7/11/2016	SWWTP: MISC EQUIPMENT REPAIR	0.24
052-575-208	103677	8/2/2016	FLORENCE TRUE VALUE HARDWARE	224440	7/12/2016	SWWTP: MISC EQUIPMENT REPAIR	72.60
052-575-208	103885	8/24/2016	FLORENCE TRUE VALUE HARDWARE	224774	7/29/2016	BLANKET PO: MISC EQUIPMENT MAINTENANCE	21.84
052-575-208	103885	8/24/2016	FLORENCE TRUE VALUE HARDWARE	224916	8/8/2016	BLANKET PO: MISC EQUIPMENT MAINTENANCE	14.80
052-575-208	103885	8/24/2016	FLORENCE TRUE VALUE HARDWARE	224943	8/10/2016	BLANKET PO: MISC EQUIPMENT MAINTENANCE	56.05
052-575-208	103885	8/24/2016	FLORENCE TRUE VALUE HARDWARE	224947	8/10/2016	BLANKET PO: MISC EQUIPMENT MAINTENANCE	89.60
052-575-208	103885	8/24/2016	FLORENCE TRUE VALUE HARDWARE	224965	8/11/2016	BLANKET PO: MISC EQUIPMENT MAINTENANCE	35.95
052-575-208	103885	8/24/2016	FLORENCE TRUE VALUE HARDWARE	224987	8/12/2016	BLANKET PO: MISC EQUIPMENT MAINTENANCE	22.62
052-575-208	103708	8/4/2016	RAIN FOR RENT	92033606	7/20/2016	6 STRAINER FOR WW-018 (PUMP)"	174.20
052-575-208 Multiple		8/15/2016	TRUE VALUE	073116 STMT	7/25/2016	SWWTP EQUIPMENT MAINTENANCE SUPPLIES	17.35
052-575-208 Multiple		8/15/2016	TRUE VALUE	073116 STMT	6/24/2016	CONCRETE, CAULK, SAW BLADES FOR SWWTP	122.83
052-575-208 Multiple		8/15/2016	MOTION INDUSTRIES	073116 STMT	7/28/2016	ACTUATORS FOR DECANTERS	164.35
052-575-208 Multiple		8/15/2016	MOTION INDUSTRIES	073116 STMT	7/22/2016	ACTUATORS FOR DECANTERS	1,429.08
052-575-208	103919	8/30/2016	CUMMINS ROCKY MOUNTAIN LLC	100-88668	8/18/2016	PM SEVICE & LOAD BANK TEST FOR SWWTP GENERATOR	3,473.32
052-575-209	103710	8/4/2016	THE WATER SHED	8945	7/26/2016	24 GALLONS OF DISTILLED WATER FOR SHOP	4.82
052-575-209	103666	8/2/2016	A & M NUT & BOLT	283473	7/27/2016	HOSE CLAMPS & ELEC. TERMINALS FOR FLEET	13.35
052-575-209	103698	8/4/2016	DAY AUTO SUPPLY, INC	689623	7/27/2016	BRAKLEEN FOR FLEET	11.70
052-575-209	103884	8/24/2016	DAY AUTO SUPPLY, INC	690546	8/8/2016	SHOP TOWELS FOR FLEET	18.43
052-575-209	103884	8/24/2016	DAY AUTO SUPPLY, INC	690650	8/9/2016	CARB CLEANER FOR FLEET	13.02
052-575-209	103884	8/24/2016	DAY AUTO SUPPLY, INC	690792	8/10/2016	ELECTRONIC CLEANER FOR SHOP	5.05
052-575-211	103890	8/24/2016	PRO-TEC ENVIRONMENTAL, INC.	16072602	8/11/2016	ADDITL AMOUNT OWED INV 16072602/PO#44232	220.00
052-575-211	103890	8/24/2016	PRO-TEC ENVIRONMENTAL, INC.	16072602	8/11/2016	CLEAN POST EQ BASIN AT SWWTP	2,350.00
052-575-211	103824	8/22/2016	A.C. SANITATION SERVICE, LLC	8753-106	7/29/2016	LANDFILL FEES FOR JULY 2016 BIO-SOLID WASTE REMOVAL	3,463.43
052-575-215	103857	8/23/2016	ARIZONA PUBLIC SERVICE	42552	8/3/2016	ELECTRIC	25,400.96
052-575-217	103815	8/16/2016	CASA GRANDE COURIER, INC.	1095	7/28/2016	COURIER FEES JUNE 2016 SWWTP	836.00
052-575-301	103685	8/2/2016	OFFICE DEPOT INC	851390134-001	7/18/2016	OFFICE SUPPLIES: INK CARTRIDGES.	50.43
052-575-302	103690	8/2/2016	THE WATER SHED	8747	7/7/2016	WATER & ICE / SWWTP	1.81
052-575-302	103690	8/2/2016	THE WATER SHED	8780	7/11/2016	WATER & ICE / SWWTP	1.26
052-575-302	103690	8/2/2016	THE WATER SHED	8787	7/11/2016	WATER & ICE / SWWTP	4.94
052-575-302	103892	8/24/2016	THE WATER SHED	8926	8/9/2016	WATER & ICE FOR PW	1.60
052-575-302	103892	8/24/2016	THE WATER SHED	8928	8/5/2016	WATER & ICE FOR SOUTH PLANT	10.90
052-575-302	103710	8/4/2016	THE WATER SHED	8935	7/25/2016	WATER & ICE SWWTP	3.55
052-575-302	103892	8/24/2016	THE WATER SHED	8981	8/1/2016	WATER & ICE SWWTP	2.21
052-575-302	103672	8/2/2016	CAPITAL ONE COMMERCIAL	11804	7/26/2016	TISSUE, PLATES, FLATWARE, CREAMER, SUGAR, COFFEE, CUPS, BOWLS	5.70
052-575-302	103893	8/24/2016	USABLUBOOK - ACCT 703717	24653	8/3/2016	LAB SUPPLIES: 8 PKS - TNT+ AMMONIA TESTS, LR 25 TESTS	307.02
052-575-302	103672	8/2/2016	CAPITAL ONE COMMERCIAL	60211	7/15/2016	TISSUE, PLATES, FLATWARE, CREAMER, SUGAR, COFFEE, CUPS, BOWLS	27.40
052-575-304	103674	8/2/2016	CINTAS CORPORATION LOCK 696	696209765	7/15/2016	WEEKLY FEE FOR UNIFORMS FOR UTILITY DEPARTMENT	7.49
052-575-304	103836	8/22/2016	CINTAS CORPORATION LOCK 696	696211975	7/22/2016	BLANKET PO UNIFORMS FOR WATER/WASTEWATER 4 WEEKS	7.49
052-575-304	103836	8/22/2016	CINTAS CORPORATION LOCK 696	696214157	7/29/2016	BLANKET PO UNIFORMS FOR WATER/WASTEWATER 4 WEEKS	7.49
052-575-304	103836	8/22/2016	CINTAS CORPORATION LOCK 696	696216375	8/5/2016	BLANKET PO UNIFORMS FOR WATER/WASTEWATER 4 WEEKS	7.49
052-575-304	103880	8/24/2016	CINTAS CORPORATION LOCK 696	696218571	8/12/2016	BLANKET PO UNIFORMS FOR WATER/WASTEWATER 4 WEEKS	7.49
052-575-304	103887	8/24/2016	INDUSTRIAL SAFETY SHOE COMPANY	I1001069489	8/10/2016	REIMBURSEMENT FOR UNIFORM WORK BOOTS, NTE \$175	40.76
052-575-304	103887	8/24/2016	INDUSTRIAL SAFETY SHOE COMPANY	I1001069489	8/10/2016	SAFETY BOOTS FOR JASON JOYNES	81.53
052-575-310	103678	8/2/2016	HILL BROTHERS CHEMICAL CO,	50902344	7/14/2016	1,200 GALS HYPOCHLORITE LIQUID BLEACH SWWTP	2,226.86
052-575-310	103845	8/22/2016	HILL BROTHERS CHEMICAL CO,	50902608	7/29/2016	1,200 GALS HYPOCHLORITE LIQUID BLEACH SWWTP	2,171.73
052-575-320	103843	8/22/2016	FWC SUPPLY LLC	S2714157001	8/3/2016	PARTS NEEDED FOR MISC SEWER PROJECTS; DESOTO SEWER REPAIRS	165.00
052-575-335	103864	8/23/2016	USABLUBOOK - ACCT 703717	8256	7/15/2016	A & D MOISTURE BALANCE-MODEL MF-50	2,486.75
052-575-335	103864	8/23/2016	USABLUBOOK - ACCT 703717	8256	7/15/2016	ADDITIONAL FUNDS FOR TAX - PO #44275 PURCHASE IN *RURAL WATER ASSOCIATION: \$750. FOR ANNUAL MEMBERSHIP FEE FOR THE TOWN. \$165. FEE FOR 25TH ANNUAL LEADERSHIP	211.30
052-575-401 Multiple		8/15/2016	RURAL WATER ASSOCIATION	073116 STMT	6/3/2016	CONFERENCE IN AUGUST FOR JASON JOYNES. PURCHASE IN *RURAL WATER ASSOCIATION: \$750. FOR ANNUAL MEMBERSHIP FEE FOR THE TOWN. \$165. FEE FOR 25TH ANNUAL LEADERSHIP	165.00
052-575-402 Multiple		8/15/2016	RURAL WATER ASSOCIATION	073116 STMT	6/15/2016	CONFERENCE IN AUGUST FOR JASON JOYNES. PURCHASE IN *RURAL WATER ASSOCIATION: \$750. FOR ANNUAL MEMBERSHIP FEE FOR THE TOWN. \$165. FEE FOR 25TH ANNUAL LEADERSHIP	41.25
052-575-402 Multiple		8/15/2016	RURAL WATER ASSOCIATION	073116 STMT	6/17/2016	CONFERENCE IN AUGUST FOR JASON JOYNES.	82.50
052-575-403	103669	8/2/2016	AZ LOCAL TECHNICAL ASSISTANCE PROGRAM	CY16-116	7/21/2016	BEGINNER FLAGGER TRAINING FOR PW/UTILITIES AND PD VOLUNTEER STAFF	38.50
052-575-403	103669	8/2/2016	AZ LOCAL TECHNICAL ASSISTANCE PROGRAM	CY16-116	7/21/2016	RECERTIFICATION FLAGGER TRAINING FOR PW/UTILITIES STAFF	8.75
052-576-201	103756	8/11/2016	CENTURYLINK	8356.4375	7/25/2016	W/WWW ALARM-8356	61.85


052-576-201	103897	8/29/2016	CENTURYLINK	VARIOUS 8/16	8/26/2016	NW/WW PLANT-2394	54.98
052-576-208	103885	8/24/2016	FLORENCE TRUE VALUE HARDWARE	224856	8/4/2016	BLANKET PO: MISC EQUIPMENT MAINTENANCE	77.20
052-576-208	103885	8/24/2016	FLORENCE TRUE VALUE HARDWARE	224860	8/4/2016	BLANKET PO: MISC EQUIPMENT MAINTENANCE	10.59
052-576-208	103885	8/24/2016	FLORENCE TRUE VALUE HARDWARE	224863	8/4/2016	BLANKET PO: MISC EQUIPMENT MAINTENANCE	22.00
052-576-208	103885	8/24/2016	FLORENCE TRUE VALUE HARDWARE	225034	8/16/2016	BLANKET PO: MISC EQUIPMENT MAINTENANCE	45.89
052-576-208	103919	8/30/2016	CUMMINS ROCKY MOUNTAIN LLC	10089905	8/24/2016	PM SEVICE & LOAD BANK TEST FOR NWW GENERATOR	902.28
052-576-208	103942	8/31/2016	PHOENIX PUMPS	W022537	5/16/2016	TEAR DOWN & EVAL OF PUMP/MIXER @ NWWTP ON 429/16	255.00
052-576-209	103710	8/4/2016	THE WATER SHED	8945	7/26/2016	24 GALLONS OF DISTILLED WATER FOR SHOP	4.86
052-576-209	103666	8/2/2016	A & M NUT & BOLT	283473	7/27/2016	HOSE CLAMPS & ELEC. TERMINALS FOR FLEET	13.33
052-576-209	103758	8/11/2016	DAY AUTO SUPPLY, INC	689238	7/21/2016	FRT BRAKE PADS & ROTORS FOR WW-025	129.84
052-576-209	103758	8/11/2016	DAY AUTO SUPPLY, INC	689250	7/21/2016	WHEEL BEARINGS & BALL JOINTS FOR WW-025	504.22
052-576-209	103698	8/4/2016	DAY AUTO SUPPLY, INC	689623	7/27/2016	BRAKLEEN FOR FLEET	11.70
052-576-209	103884	8/24/2016	DAY AUTO SUPPLY, INC	689894	7/30/2016	CREDIT	(42.70)
052-576-209	103758	8/11/2016	DAY AUTO SUPPLY, INC	689898	7/30/2016	CREDIT	(36.25)
052-576-209	103884	8/24/2016	DAY AUTO SUPPLY, INC	690546	8/8/2016	SHOP TOWELS FOR FLEET	18.40
052-576-209	103884	8/24/2016	DAY AUTO SUPPLY, INC	690650	8/9/2016	CARB CLEANER FOR FLEET	13.03
052-576-209	103884	8/24/2016	DAY AUTO SUPPLY, INC	690792	8/10/2016	ELECTRONIC CLEANER FOR SHOP	5.04
052-576-215	103753	8/11/2016	BIA	42552	8/2/2016	21241-ELECTRIC	2,909.20
052-576-217	103815	8/16/2016	CASA GRANDE COURIER, INC.	1095	7/28/2016	COURIER FEES JUNE 2016 NWWTP	836.00
052-576-301	103685	8/2/2016	OFFICE DEPOT INC	851390134-001	7/18/2016	OFFICE SUPPLIES: INK CARTRIDGES.	50.43
052-576-302	103690	8/2/2016	THE WATER SHED	8747	7/7/2016	WATER & ICE / NWWTP	1.81
052-576-302	103690	8/2/2016	THE WATER SHED	8780	7/11/2016	WATER & ICE / NWWTP	1.26
052-576-302	103690	8/2/2016	THE WATER SHED	8787	7/11/2016	WATER & ICE / NWWTP	4.94
052-576-302	103892	8/24/2016	THE WATER SHED	8926	8/9/2016	WATER & ICE FOR PW	1.60
052-576-302	103892	8/24/2016	THE WATER SHED	8928	8/5/2016	WATER & ICE FOR SOUTH PLANT	10.90
052-576-302	103710	8/4/2016	THE WATER SHED	8935	7/25/2016	WATER & ICE NWWTP	3.55
052-576-302	103892	8/24/2016	THE WATER SHED	8981	8/1/2016	WATER & ICE NWWTP	2.21
052-576-302	103893	8/24/2016	USBLUEBOOK - ACCT 703717	24653	8/3/2016	LAB SUPPLIES: 8 PKS - TNT+ AMMONIA TESTS, LR 25 TESTS	307.02
052-576-304	103674	8/2/2016	CINTAS CORPORATION LOCK 696	696209765	7/15/2016	WEEKLY FEE FOR UNIFORMS FOR UTILITY DEPARTMENT	7.50
052-576-304	103836	8/22/2016	CINTAS CORPORATION LOCK 696	696211975	7/22/2016	BLANKET PO UNIFORMS FOR WATER/WASTEWATER 4 WEEKS	7.50
052-576-304	103836	8/22/2016	CINTAS CORPORATION LOCK 696	696214157	7/29/2016	BLANKET PO UNIFORMS FOR WATER/WASTEWATER 4 WEEKS	7.50
052-576-304	103836	8/22/2016	CINTAS CORPORATION LOCK 696	696216375	8/5/2016	BLANKET PO UNIFORMS FOR WATER/WASTEWATER 4 WEEKS	7.50
052-576-304	103880	8/24/2016	CINTAS CORPORATION LOCK 696	696218571	8/12/2016	BLANKET PO UNIFORMS FOR WATER/WASTEWATER 4 WEEKS	7.50
052-576-304	103887	8/24/2016	INDUSTRIAL SAFETY SHOE COMPANY	I1001069489	8/10/2016	REIMBURSEMENT FOR UNIFORM WORK BOOTS, NTE \$175	40.76
052-576-304	103887	8/24/2016	INDUSTRIAL SAFETY SHOE COMPANY	I1001069489	8/10/2016	SAFETY BOOTS FOR JASON JOYNES	81.52
052-576-320	103677	8/2/2016	FLORENCE TRUE VALUE HARDWARE	224521	7/16/2016	NORTH SEWER: UTILITY LINE MAINT. PURCHASE IN *RURAL WATER ASSOCIATION: \$750. FOR ANNUAL MEMBERSHIP FEE FOR THE TOWN. \$165. FEE FOR 25TH ANNUAL LEADERSHIP	89.31
052-576-401	Multiple	8/15/2016	RURAL WATER ASSOCIATION	073116 STMT	6/15/2016	CONFERENCE IN AUGUST FOR JASON JOYNES. PURCHASE IN *RURAL WATER ASSOCIATION: \$750. FOR ANNUAL MEMBERSHIP FEE FOR THE TOWN. \$165. FEE FOR 25TH ANNUAL LEADERSHIP	41.25
052-576-401	Multiple	8/15/2016	RURAL WATER ASSOCIATION	073116 STMT	6/14/2016	CONFERENCE IN AUGUST FOR JASON JOYNES.	187.50
052-576-403	103669	8/2/2016	AZ LOCAL TECHNICAL ASSISTANCE PROGRAM	CY16-116	7/21/2016	BEGINNER FLAGGER TRAINING FOR PW/UTILITIES AND PD VOLUNTEER STAFF	35.00
052-576-403	103669	8/2/2016	AZ LOCAL TECHNICAL ASSISTANCE PROGRAM	CY16-116	7/21/2016	RECERTIFICATION FLAGGER TRAINING FOR PW/UTILITIES STAFF	8.75
Sub-Total							53,735.39
<b>Sanitation</b>							
053-219-000			TEMPORARY VENDOR	701891	8/30/2016	REFUND SANITATION DEPOSIT	
053-219-000	103929	Multiple	TEMPORARY VENDOR	701891	8/30/2016	REFUND SANITATION DEPOSIT	-
053-219-000	103724	8/9/2016	TEMPORARY VENDOR	704324	8/2/2016	REFUND SANITATION DEPOSIT	34.00
053-219-000	103927	8/30/2016	TEMPORARY VENDOR	704342	8/30/2016	REFUND SANITATION DEPOSIT	17.00
053-219-000	103805	8/16/2016	TEMPORARY VENDOR	704862	8/10/2016	REFUND SANITATION DEPOSIT	51.00
053-219-000	103683	8/2/2016	TEMPORARY VENDOR	705243	8/1/2016	REFUND SANITATION DEPOSIT	58.00
053-219-000	103768	8/11/2016	TEMPORARY VENDOR	708232	7/20/2016	REFUND SANITATION DEPOSIT	51.00
053-219-000	103682	8/2/2016	TEMPORARY VENDOR	708641	7/18/2016	REFUND SANITATION DEPOSIT	34.00
053-219-000	103825	8/22/2016	TEMPORARY VENDOR	708721	8/16/2016	REFUND SANITATION DEPOSIT	58.00
053-219-000	103913	8/30/2016	TEMPORARY VENDOR	709090	8/25/2016	REFUND SANITATION DEPOSIT	34.00
053-219-000	103840	8/22/2016	TEMPORARY VENDOR	711041	8/16/2016	REFUND SANITATION DEPOSIT	25.50
053-219-000	103794	8/16/2016	TEMPORARY VENDOR	718741	8/11/2016	REFUND SANITATION DEPOSIT	25.50
053-219-000	103802	8/16/2016	TEMPORARY VENDOR	786660	8/10/2016	REFUND SANITATION DEPOSIT	51.00
053-219-000	103807	8/16/2016	TEMPORARY VENDOR	788600	8/10/2016	REFUND SANITATION DEPOSIT	51.00
053-219-000			TEMPORARY VENDOR	788780	8/10/2016	REFUND SANITATION DEPOSIT	

053-219-000	103809	8/16/2016	TEMPORARY VENDOR	788780	8/10/2016	REFUND SANITATION DEPOSIT	-
053-219-000	103814	8/16/2016	TEMPORARY VENDOR	788780	8/8/2016	REFUND SANITATION DEPOSIT	51.00
053-219-000			TEMPORARY VENDOR	789070	8/10/2016	REFUND SANITATION DEPOSIT	
053-219-000	103809	8/16/2016	TEMPORARY VENDOR	789070	8/10/2016	REFUND SANITATION DEPOSIT	-
053-219-000	103813	8/16/2016	TEMPORARY VENDOR	789070	8/10/2016	REFUND SANITATION DEPOSIT	51.00
053-219-000	103803	8/16/2016	TEMPORARY VENDOR	789520	8/10/2016	REFUND SANITATION DEPOSIT	51.00
053-219-000	103806	8/16/2016	TEMPORARY VENDOR	789560	8/10/2016	REFUND SANITATION DEPOSIT	51.00
053-219-000			TEMPORARY VENDOR	792340	8/25/2016	REFUND SANITATION DEPOSIT	
053-219-000	103932	Multiple	TEMPORARY VENDOR	792340	8/25/2016	REFUND SANITATION DEPOSIT	-
053-219-000	103941	8/31/2016	TEMPORARY VENDOR	792340	8/30/2016	REFUND SANITATION DEPOSIT	17.00
053-571-201	103736	8/9/2016	VERIZON WIRELESS	9769091078	7/21/2016	CELL PHONES	20.93
053-571-201	103937	8/30/2016	VERIZON WIRELESS	9770738239	8/21/2016	CELL PHONES	19.31
053-571-209	103921	8/30/2016	DAY AUTO SUPPLY, INC	691251	8/16/2016	BATTERY FOR ST-037	113.09
053-571-217	103732	8/9/2016	RIGHT AWAY DISPOSAL	1326286	8/1/2016	RAD CONTACT RESIDENTIAL	36,578.27
053-571-217	103852	8/22/2016	RIGHT AWAY DISPOSAL	1348950	8/15/2016	RAD CREDIT BILLING FOR INSTITUTIONAL SEPT 2016	6,595.00
053-571-230	103653	8/1/2016	CENTRAL AZ SOLID WASTE INC	TO1606	6/30/2016	LANDFILL DISPOSAL FEES - JUNE 2016	3,307.16
053-571-230	103879	8/24/2016	CENTRAL AZ SOLID WASTE INC	TOF16.07	7/31/2016	LANDFILL DISPOSAL FEES - JULY 2016	3,122.34
053-571-230	103653	8/1/2016	CENTRAL AZ SOLID WASTE INC	TOF1605	5/31/2016	LANDFILL DISPOSAL FEES - MAY 2016	3,353.71
053-571-304	103674	8/2/2016	CINTAS CORPORATION LOCK 696	696205363	7/1/2016	UNIFORMS FOR PW STAFF (FOR 4 WEEKS)	3.03
053-571-304	103674	8/2/2016	CINTAS CORPORATION LOCK 696	696207561	7/8/2016	UNIFORMS FOR PW STAFF (FOR 4 WEEKS)	3.03
053-571-304	103674	8/2/2016	CINTAS CORPORATION LOCK 696	696209764	7/15/2016	UNIFORMS FOR PW STAFF (FOR 4 WEEKS)	3.03
053-571-304	103674	8/2/2016	CINTAS CORPORATION LOCK 696	696211974	7/22/2016	UNIFORMS FOR PW STAFF (FOR 4 WEEKS)	3.03
053-571-304	103880	8/24/2016	CINTAS CORPORATION LOCK 696	696214156	7/29/2016	2 WEEKS OF RENTAL UNIFORMS	3.03
053-571-304	103880	8/24/2016	CINTAS CORPORATION LOCK 696	696216374	8/5/2016	2 WEEKS OF RENTAL UNIFORMS	3.03
053-571-403	103669	8/2/2016	AZ LOCAL TECHNICAL ASSISTANCE PROGRAM	CY16-116	7/21/2016	BEGINNER FLAGGER TRAINING FOR PW/UTILITIES AND PD VOLUNTEER STAFF	35.00
Sub-Total							53,873.99
<b>Grants</b>							
238515312	103823	8/22/2016	WALMART COMMUNITY # 0005 7118	CHILD-SEATS	8/22/2016	CAR SEATS-GRANT FUNDED	2,999.98
239517506	103681	8/2/2016	LIFE ASSIST	759866	7/20/2016	EMS SUPPLIES FOR TOHONO OTEM GRANT	646.48
244515335	103851	8/22/2016	PLATESMART TECHNOLOGIES	16-1541	8/9/2016	3RD LPR UNIT	1,630.00
249516312	103870	8/24/2016	MOTOROLA SOLUTIONS INC.	3115277	6/16/2016	RADIO SAFETY EQUIPMENT-STONEGARDEN GRANT	5,434.47
249516312	103736	8/9/2016	VERIZON WIRELESS	9769091078	7/21/2016	PD STONE GARDEN CELL PHONES	85.33
249516312	103937	8/30/2016	VERIZON WIRELESS	9770738239	8/21/2016	PD STONE GARDEN CELL PHONES	85.35
249516312	103871	8/24/2016	SHI INTERNATIONAL CORP	B05068563	6/6/2016	RADIO SAFETY EQUIPMENT-STONEGARDEN GRANT	2,718.01
249516505	103918	8/30/2016	CREATIVE COMMUNICATIONS SALES	382961	5/27/2016	CHEVY SILVERADO INTERIOR PKG	11,643.80
Sub-Total							25,243.42
<b>SLID's</b>							
300506215	103747	8/11/2016	ARIZONA PUBLIC SERVICE COMPANY	454526287 716	8/3/2016	SLID #1-MERRILL RANCH	1,585.40
300506215	103795	8/16/2016	ARIZONA PUBLIC SERVICE COMPANY	487216287 716	8/3/2016	SLID #1 ANTHEM	710.97
300506215	103795	8/16/2016	ARIZONA PUBLIC SERVICE COMPANY	AR0480005196	8/11/2016	SLID #1-MERRILL RANCH	176.25
301506215	103795	8/16/2016	ARIZONA PUBLIC SERVICE COMPANY	030426285 716	8/3/2016	SLID #2 ANTHEM	293.46
301506215	103747	8/11/2016	ARIZONA PUBLIC SERVICE COMPANY	521526288 716	8/3/2016	SLID #2 MERRILL RANCH	1,832.73
301506215	103795	8/16/2016	ARIZONA PUBLIC SERVICE COMPANY	AR0480005196	8/11/2016	SLID #2 MERRILL RANCH	76.64
302506215	103795	8/16/2016	ARIZONA PUBLIC SERVICE COMPANY	862316286 716	8/3/2016	SLID #3 ANTHEM	1,121.56
302506215	103747	8/11/2016	ARIZONA PUBLIC SERVICE COMPANY	915626281 716	8/3/2016	SLID #3 MERRILL RANCH	597.92
302506215	103795	8/16/2016	ARIZONA PUBLIC SERVICE COMPANY	AR0480005196	8/11/2016	SLID #3 MERRILL RANCH	288.65
Sub-Total							6,683.58



CFD's							
920514217	103872	8/24/2016	STANDARD AND POOR'S	11307222	5/6/2016	MR CFD2 GO SERIES 2016	9,500.00
920514217	103869	8/24/2016	GREENBERG TRAUIG, LLP	76668011600	6/23/2016	COST OF ISSUANCE-GO BOND 2016	81,356.20
920514217	103873	8/24/2016	STIFEL NICOLAUS & CO	AZ1606008	6/22/2016	GO BOND SERIES 2016	19,491.36
957506217	103868	8/24/2016	DAVID TAUSSIG & ASSOCIATES INC	1601022	1/31/2016	TOF/MR CFD1 PROJECT A15-80402000	500.00
957506217	103868	8/24/2016	DAVID TAUSSIG & ASSOCIATES INC	1601023	1/31/2016	TOF/MR CFD2 PROJECT A15-80403000	500.00
957506217	103822	8/19/2016	WILLDAN	005-13792	10/26/2015	PROFESSIONAL SVCS FOR CFD 1	855.00
957506217	103822	8/19/2016	WILLDAN	005-13793	10/26/2015	PROFESSIONAL SVCS FOR CFD 1	950.00
957506217	103822	8/19/2016	WILLDAN	005-13794	10/26/2015	PROFESSIONAL SVCS FOR CFD 1	1,277.50
957506217	103822	8/19/2016	WILLDAN	005-13795	10/26/2015	PROFESSIONAL SVCS FOR CFD 1	115.00
957506217	103822	8/19/2016	WILLDAN	005-13867	11/20/2015	PROFESSIONAL SVCS FOR CFD 1	665.00
957506217	103822	8/19/2016	WILLDAN	005-13881	12/14/2015	PROFESSIONAL SVCS FOR CFD 1	95.00
957506217	103822	8/19/2016	WILLDAN	005-14042	4/26/2016	PROFESSIONAL SVCS FOR CFD 1	2,065.00
957506217	103822	8/19/2016	WILLDAN	005-14043	4/26/2016	PROFESSIONAL SVCS FOR CFD 1	575.00
957506217	103822	8/19/2016	WILLDAN	005-14172	6/21/2016	PROFESSIONAL SVCS FOR CFD 1	572.50
958506217	103822	8/19/2016	WILLDAN	005-13796	10/26/2015	PROFESSIONAL SVCS FOR CFD 2	745.00
958506217	103822	8/19/2016	WILLDAN	005-13868	11/20/2015	PROFESSIONAL SVCS FOR CFD 2	85.00
958506217	103822	8/19/2016	WILLDAN	005-13882	12/14/2015	PROFESSIONAL SVCS FOR CFD 2	2,005.00
958506217	103822	8/19/2016	WILLDAN	005-14044	4/26/2016	PROFESSIONAL SVCS FOR CFD 2	495.00
958506217	103822	8/19/2016	WILLDAN	005-14173	6/21/2016	PROFESSIONAL SVCS FOR CFD 2	230.00
Sub-Total							122,077.56

<b>TOTAL WARRANTS</b>	<u><u>1,138,751.62</u></u>
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	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u></b> <b>12a.</b>
<b>MEETING DATE:</b> October 3, 2016  <b>DEPARTMENT:</b> Public Works Department  <b>STAFF PRESENTER:</b> Christopher A. Salas, Public Works Director  <b>SUBJECT:</b> Professional Services Agreement with EPS Group, Inc. for General Civil On-Call Engineering Services		<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:**

Motion to approve the Professional Services Agreement with EPS Group, Inc., for General Civil On-Call Engineering Services, in an amount not to exceed \$500,000.00.

**BACKGROUND/DISCUSSION:**

The purpose of the professional services agreement is to provide the Town with General Civil On-Call Engineering Services. General engineering services will be funded through the task specific budget line items under the Professional Services line item.

General Civil On-Call Engineering Contracts are vital to Public Works completing projects, as defined in the Capital Improvement Plan (CIP), or as projects are identified. Without General Civil On-Call Engineering contracts staff would have to be involved in writing a project specific Request for Statement of Qualifications (RSOQ), be involved in a selection process, and eventually an award through the Council. This process multiplied by the number of Capital Improvement Projects would require a great deal of time from staff, time which would better be used on the projects.

Staff has identified funding for each of these projects in the current fiscal year CIP, or under the Professional Services line item as needed.

**FINANCIAL IMPACT:**

The majority of work to be performed will be on budgeted CIP projects. Any additional task outside of CIP project will be funded through budgeted discipline specific Professional Service line items.

**STAFF RECOMMENDATION:**

Staff recommends approval of the Professional Services Agreement for General Civil On-Call Engineering services with EPS Group Inc., in an amount not to exceed \$500,000.

**ATTACHMENTS:**

Professional Service Agreement with EPS Group Inc.  
Scope of Work

**TOWN OF FLORENCE  
ON CALL SERVICES CONTRACT**

THIS ON CALL SERVICES CONTRACT ("**Contract**"), is made and entered into as of September\_\_\_\_\_, 2016 ("Effective Date"), and is by and between the Town of Florence, a municipal corporation of the State of Arizona ("**Town**"), and EPS Group, INC. ("**Contractor**"). The Town and the Contractor may be referred to in this Contract collectively as the "parties" and each individually as a "party".

**RECITALS**

**WHEREAS**, the Town desires to contract for On Call engineering services as specified in Exhibit "A", and individual Task Orders issued by the Town ("**Scope of Work**" or "**Services**");

**WHEREAS**, Contractor is duly qualified to perform the requested Services;

**WHEREAS**, Contractor has agreed to perform the Services as set forth in Exhibit "A" and as set forth in individual Task Orders issued by the Town attached hereto and incorporated herein;

**WHEREAS**, Contractor agrees that this Contract is entered into by the parties pursuant to the Town's issuance of a Request for Statement of Qualifications: On Call Engineering Services (OCES-052516) and/or On Call Utility Engineering Services (OCUES-052516) (the "RSQ") and subsequent award by the Town (collectively the "Solicitation") and all terms and conditions of the Solicitation are incorporated by reference into this Contract.

**NOW THEREFORE**, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

**AGREEMENTS**

**1.0 DESCRIPTION, ACCEPTANCE, DOCUMENTATION, PERFORMANCE**

Contractor shall act under the authority and approval of the Contract Administrator for the Town, further named herein, to provide the professional services required by this Contract.

1.1 Service Description. The Contractor shall provide the requested services as set forth in Exhibit "A", and as set forth in individual Task Orders (collectively the "Services"). This Contract includes this agreement, including any attachments, the RSQ and Solicitation documents, and any Task Orders that may be issued as agreed to by the parties to implement the Services requested by the Town. The term Task Order means a specific written agreement between the Town and Contractor for work to be performed under this Contract for an individual, mutually agreed upon scope of work, schedule and price. In response to Task Orders that may be mutually agreed upon and issued periodically by Town, Contractor shall perform the Services, except as may be specified elsewhere in the Contract, which will be defined and further described as to specific project requirements in each Task Order. Contractor shall perform the Services in a good and workmanlike manner with due diligence and, at a minimum, in conformance with generally accepted industry standards and the standard of care for like professionals in the same geographic area. Contractor shall, except as may be specified elsewhere in the Contract, furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management, and perform all operations necessary and required for

the engineering services which will be defined and further described as to specific project requirements in each Task Order. Unless expressly excluded, in writing, in the Contract, the Services shall include any and all services reasonably contemplated, normally included, and necessary to complete the Services set forth in Exhibit "A" or the Task Order(s). Nothing contained herein shall be construed as requiring Town to issue any Task Order, nor requiring Contractor to accept any Task Order, it being the intent that both parties must mutually agree to any specific Services before a Task Order may be issued. The amount paid to Contractor under this Contract, including reimbursable expenses, **shall not exceed \$500,000.00.**

1.2 Performance. Performance of the Services shall be undertaken only upon the issuance of written Task Orders by the Town. Task Orders shall contain: (a) Contract number along with Contractor's name; (b) Task Order number and date; (c) The agreed Services and applicable technical specifications; (d) The agreed period of performance and, if required by Town, a work schedule; (e) The place of performance; (f) The agreed total price for the Services to be performed; (g) Submittal requirements; (h) Town's authorized representative who will accept the completed Services; (i) Signatures by the parties hereto signifying agreement with the specific terms of the Task Order; and (j) Any other information as may be necessary to perform and accept the Services. All Services under the Contract shall be performed in a skillful and workmanlike manner. The Contractor shall be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State and municipal laws, codes, and regulations applicable to the performance of the Services. Contractor shall promptly provide, at no additional cost to the Town, any and all corrections, modifications, additional documents, or other items that may be necessary to correct any errors and/or omissions in the documents, designs, specifications, and/or drawings provided by Contractor. Contractor shall be responsible for coordinating the Services with the Town's Public Works Director and other departments or agencies within the Town, other engineering professionals and other contractors involved in any project under a Task Order. Contractor shall also cooperate with the Town in communicating with, obtaining necessary approvals or permits from, and responding to, any applicable government entity or regulatory agency, including participation in any hearings or meetings. Task Orders may be amended by Town in the same manner as they are issued.

1.3 Acceptance, Documentation.

1.3.1 Each deliverable shall be reviewed and approved by the Public Works Director, or his designee, to determine acceptable completion. Final Completion of the Services shall be deemed to have occurred on the later of the dates that the work passes a final completion inspection and acceptance by the Public Works Director. Final Completion shall not be deemed to have occurred and no final payment shall be due the Contractor or any of its subcontractors or suppliers until the work has passed the Final Completion inspection and acceptance and all required Final Completion close-out documentation items has been produced to the Town by the Contractor.

1.3.2 The Town shall provide all necessary information to the Contractor for timely completion of the tasks specified in Item 1.1 above.

1.3.3 All documents, including but not limited to, data compilations, studies, and/or reports, which are prepared in the performance of this Contract are to be and remain the property of the Town and are to be delivered to the Public Works Director before final payment is made to the Contractor.

## **2.0 FEES, CATEGORIES OF SERVICE, PAYMENTS AND LICENSE**

2.1 Fees. Contractor will be paid within 30 days of the receipt of an itemized invoice. Monthly payment may be made to Contractor on the basis of a progress report prepared and submitted to the Public Works Director by Contractor for the Services completed through the last day of the proceeding calendar month and for the production of the deliverables as described in Exhibit "A", and the individual Task Order approved by the Town. If a dispute over payment arises, and during all claims resolution proceedings, including mediation and arbitration, Contractor shall continue to render the Services in a timely manner. Payment by the Town does not constitute acceptance by the Town of the Services or Contractor's performance, nor does payment constitute a waiver of any rights or claims by the Town.

2.2 Categories of Services. Services means in response to Task Orders, including Exhibit "A", that may be mutually agreed upon and issued periodically by the Town. Contractor shall furnish all necessary work which will be defined and further described as to specific project requirements in each Task Order.

2.3 Payment Approval. Amounts set forth in Sections 1.1, 2.1, Exhibit "A" and individual Task Orders approved by the Town represent the entire amounts payable under this Contract and shall be paid upon the submission of monthly invoices to and approved by the Town. As a necessary precondition to any payment under the Contract, the Town may require Contractor to provide such certifications, lien waivers, and proofs of performance, costs and/or percentage of completion as may be reasonably required by the Town to ensure that payment is then due and owing pursuant to the payment terms set forth in this Contract.

2.4 Business License. Contractor will purchase and maintain a business license with the Town of Florence.

## **3.0 TERM, SCHEDULE AND TERMINATION**

3.1 Project Schedule. The Contractor shall perform the Scope of Work in accordance with the schedule(s) attached in Exhibit "A", and any individual Task Order approved by the Town.

### 3.2 Termination.

3.2.1 Termination for Cause: Town may also terminate this Contract with seven (7) calendar days' prior written notice for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any industry standards and customary practices terms and conditions of this Contract. Unsatisfactory performance as judged by industry standards and customary practices, and failure to provide Town, upon request, with adequate assurances of future performance shall all be causes allowing Town to terminate this Contract for cause. In the event of termination for cause, Town shall not be liable to Contractor for any amount, and Contractor shall be liable to Town for any and all damages sustained by reason of the default which gave rise to the termination.

3.2.2 Termination for Convenience. Town may terminate performance of the Services under this Contract, in whole or, from time to time, in part, if Town determines termination is in Town's interest. Town shall effect such termination by delivering to Contractor a Notice of Termination specifying the extent of termination and the effective date. After receipt

of a Notice of Termination, and except as directed by the Town, Contractor shall immediately proceed to stop work as specified in the notice and place no further subcontracts or orders. In the event the Town terminates this Contract pursuant to this Section 3.2.2, then in that event the Town agrees to pay for the Services performed prior to the date of termination. Town may terminate this Contract, or any part thereof for its sole convenience, at any time without penalty or recourse.

3.2.3 Termination for Violation of Law. In the event Contractor is in violation of any Federal, State, County or Town law, regulation or ordinance, the Town may terminate this Contract immediately upon giving notice to the Contractor.

3.3 Town's Right to Terminate. The rights and remedies of the Town in this section 3 are in addition to any other rights and remedies provided by law or under this Contract.

3.4 Contract Term. The term of this Contract shall commence on the Effective Date and shall continue for a period of two (2) years thereafter in accordance with the terms and conditions of this Contract. By mutual written contract amendment, the Contract may be extended for an additional period of up to one (1) year. Task Orders may be issued at any time during the term of this Contract. This Contract shall remain in full force and effect during the performance of any Task Order.

#### **4.0 GENERAL TERMS**

4.1 Entire Contract. This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the Services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives of each party.

4.2 Arizona Law. This Contract shall be governed by and construed in accordance with the substantive laws of the State of Arizona, without reference to choice of law or conflicts of laws principles thereof. Any action brought to interpret, enforce or construe any provision of this Contract shall be commenced and maintained in the Superior Court of the State of Arizona in and for the 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 parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this paragraph.

4.3 Modifications. Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

4.4 Assignment. Services covered by this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the Finance Director and Contract Administrator. The Town acknowledges the sub-consultant(s) listed in Exhibit "A" and consents to the use of that sub-consultant.

4.5 Successors and Assigns. This Contract shall extend to and be binding upon Contractor, its successors and assigns, including any individual, company, partnership or other entity with or into which Contractor shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Contractor shall sell its assets.

4.6 Contract Administrator. The Contract Administrator for the Town shall be the Public Works Director or designee. The Contract Administrator shall oversee the execution of this Contract, assist the Contractor in accessing the organization, audit billings, and approve payments. The Contractor shall channel reports and special requests through the Contract Administrator.

4.7 Records and Audit Rights.

4.7.1 Contractor's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the Town to substantiate charges and claims related to this Contract shall be open to inspection and subject to audit and/or reproduction by Town's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the Services, and any invoices, change orders, payments or claims submitted by the Contractor or any of his payees pursuant to the execution of the Contract. The Town's authorized representative shall be afforded access, at reasonable times and places, to all of the Contractor's records and personnel pursuant to the provisions of this section throughout the term of this Contract and for a period of three years after last or final payment.

4.7.2 Contractor shall require all subcontractors, insurance agents, and material suppliers to comply with the provisions of this section by insertion of the requirements hereof in a written contract between Contractor and such subcontractors, insurance agents, and material suppliers.

4.7.3 If an audit in accordance with this section, discloses overcharges, of any nature, by the Contractor to the Town in excess of one percent (1%) of the monthly billings, the actual cost of the Town's audit shall be reimbursed to the Town by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time, not to exceed thirty (30) days from presentation of Town's findings to Contractor.

4.8 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses (including, but not limited to, attorney's fees, court costs, the costs of expert witnesses, transportation, lodging and meal costs of the parties and witnesses, cost of transcript preparation, and other reasonable and necessary direct and incidental costs of such dispute, and the cost of appellate proceedings), determined by the arbitrator or court sitting without a jury, which fees shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

4.9 Ineligible Bidder. The preparer of specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or Contractor on the solicitation for which they prepared the specification.



#### 4.10 Independent Contractor.

4.10.1 The Services Contractor provides under the terms of this Contract to the Town are that of an Independent Contractor, not an employee, or agent of the Town. The Town will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

4.10.2 Town shall not withhold income tax as a deduction from contractual payments. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

4.11 Conflict of Interest. The Town may cancel any Contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the Town's departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when written notice from the Town is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. § 38-511).

#### 4.12 Compliance with Federal and State Laws.

4.12.1 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.

4.12.2 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**").

4.12.3 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.

4.12.4 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.

4.12.5 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.

4.12.6 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.

4.12.7 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.

4.12.8 The provisions of this Section 4.12 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.

4.13 Notices. All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of Contractor:

EPS GROUP, INC.  
2045 S. VINEYARD STE 101  
MESA, AZ 85210  
Attn: ELIJAH WILLIAMS

In the case of Town:

Town of Florence  
775 N, Main Street  
PO Box 2670  
Florence, AZ 85132  
Attn: Public Works Director

Notices shall be deemed received on date delivered, if delivered by hand, or on the delivery date indicated on receipt if delivered by certified or registered mail.

4.14 Compliance. Contractor shall, without additional expense to the Town, be responsible for obtaining any necessary business licenses for complying with any applicable Federal, State, County and Town laws, codes and regulations in connection with the execution of the Services and this Contract. The responsible party for identifying, applying for, and obtaining permits, including payment of permit fees, required for construction of any work designed by the Contractor will be defined by the individual Task Orders executed under this Contract.

4.15 Taxes. Contractor shall be solely responsible for any and all tax obligations which may result out of the Contractor's performance of this Contract. The Town shall have no obligation to pay any amounts for taxes, of any type, incurred by the Contractor.

4.16 Advertising. No advertising or publicity concerning the Town using the Contractor's services shall be undertaken without prior written approval of such advertising or publicity by the Town Contract Administrator. Written approval is required until such time as the project is complete or any adjudication of claims relating to the Services provided herein is complete, whichever occurs later.

4.17 Counterparts. This Contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original, but all of which together shall constitute one and the same instrument, binding on the parties. The parties agree that this Contract may be transmitted between them via facsimile or so called "PDF" signature. The parties intend that faxed or "PDF" signatures constitute original signatures and that a fully collated agreement containing the signatures (original, faxed or PDF) of the parties is binding upon the parties.

4.18 Captions. The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

4.19 Subcontractors. During the performance of the Contract, the Contractor may engage such additional subcontractors as may be required for the timely completion of this Contract. The addition of any Subcontractors shall be subject to the prior approval of the Town. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Contractor. The Town acknowledges the sub-consultant(s) listed in Exhibit "A" and consents to the use of that sub-consultant.

4.20 Indemnification.

4.20.1 To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall indemnify, defend, hold harmless Town of Florence, its Mayor and Council members and its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to damages for personal injury or personal property damage, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expenses, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work or services in the performance of this Contract, including but not limited to, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and subcontractor's employees.

4.20.2 Insurance provisions set forth in this Contract are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this section shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

4.21 Changes in the Services.

4.21.1 The Town may at any time, as the need arises, order changes within the Scope of the Work without invalidating the Contract. If such changes increase or decrease the amount due under the Contract documents, or in the time required for performance of the Services, an equitable adjustment shall be authorized by written Change Order.

4.21.2 The Town will execute a formal Change Order based on detailed written quotations from the Contractor for work related changes and/or a time of completion variance. All Change Orders are subject to the prior written approval by the Town.

4.21.3 Contract Change Orders are subject to the Rules and Procedures within the Town's Procurement Code.

4.22 Alternative Dispute Resolution. If a dispute arises between the parties relating to this Contract, the parties agree to use the following procedure prior to either party pursuing other available remedies:

4.22.1 A meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

4.22.2 If, within 30 days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will jointly appoint a mutually acceptable neutral person not affiliated with either of the parties (the "**neutral**"), seeking assistance in such regard if they have been unable to agree upon such appointment within 40 days from the initial meeting. The fees of the neutral shall be shared equally by the parties.

4.22.3 In consultation with the neutral, the parties will select or devise an alternative dispute resolution procedure ("**ADR**") by which they will attempt to resolve the dispute, and a time and place for the ADR to be held, with the neutral making the decision as to the procedure, and/or place and time (but unless circumstances require otherwise, not later than 60 days after selection of the neutral) if the parties have been unable to agree on any of such matters within 20 days after initial consultation with the neutral.

4.22.4. The parties agree to participate in good faith in the ADR to its conclusion as designated by the neutral. If the parties are not successful in resolving the dispute through the ADR, then the parties may agree to submit the matter to arbitration or a private adjudicator, or either party may seek an adjudicated resolution through the appropriate court.

4.23 Town Provided Information and Services. The Town shall furnish the Contractor available studies, reports and other data pertinent to the Contractor's services; obtain or authorize the Contractor to obtain or provide additional reports and data as required; furnish to the Contractor services of others required for the performance of the Contractor's Services hereunder, and the Contractor shall be entitled to use and rely upon all such information and services provided by the Town or others in performing the Contractor's Services under this Agreement.

4.24 Estimates and Projections. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, the Contractor has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the Contractor makes no warranty that the Town's actual project costs, financial aspects, economic feasibility, or schedules will not vary from the Contractor's opinions, analyses, projections, or estimates.

4.25 Access. The Town shall arrange for access to and make all provisions for the Contractor to enter upon public and private property as required for the Contractor to perform Services hereunder.

4.26 Third Parties. The services to be performed by the Contractor are intended solely for the benefit of the Town. No person or entity not a signatory to this Agreement shall be entitled to rely on the Contractor's performance of its Services hereunder, and no right to assert a claim against the Contractor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Contract or the performance of the Contractor's Services hereunder.

4.27 Time. Time is of the essence of the Contract. If a schedule is set forth in the Contract or any exhibits or Task Orders thereto, Contractor shall strictly comply with said schedule and failure to do so shall be a material breach of the Contract. Contractor shall promptly respond (and in no event more than 10 calendar days after receiving the request) to any requests for approvals, information, or clarification within sufficient time to allow the Town to timely respond to the Contractor or other parties involved in the Services, and so as to not delay the Services.

4.28 Cooperative Use of Contract. In addition to the Town of Florence, and with the approval of the Contractor, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity. Payment for purchases made under this Contract will be the sole responsibility of each eligible political subdivision. The Town shall not be responsible for any disputes arising out of transactions made by others.

4.29 Quality/Special Features. Contractor is responsible, to the extent necessary to perform the Services, at no additional charge to the Town, to fully familiarize itself with the special and/or unique qualities and/or requirements of the Services and the Town. The Town's determination as to the level of quality required and on all aesthetic issues shall be final and binding.

4.30 Use of Documents. Upon execution of the Contract, the Contractor and all engineering professionals and sub-consultants working under or for Contractor, hereby grant to the Town an irrevocable, exclusive, royalty-free perpetual license to reproduce and use any and all data, documents (including electronic documents and files), designs, drawings and specifications prepared or furnished by Contractor pursuant to this Contract (the "Instruments of Service"), for the purposes of construction and completing any Services, including for the use, sales, marketing, repair, maintenance, modification, expansion, remodeling and/or further development of the Services or any portion thereof (including making derivative works from Contractor's Instruments of Service), or for construction of the same type of Services at other locations, by the Town, and others retained by the Town for such purposes. This license shall extend to those parties retained by the Town for such purposes, including other engineering professionals. The license granted hereunder shall include all things included in the definition of "Architectural Works" as used in the U.S. Architectural Works Copyright Protection Act, as amended from time to time. The Contractor shall obtain, in writing, similar non-exclusive licenses from its engineering professionals, and sub-consultants. The license granted hereunder shall survive any termination of the Contract and the completion of Services. Upon completion of the Services and/or termination of the Contract for any reason, Contractor shall deliver to the Town full-sized and usable copies (including any and all CAD and/or computer files) of all data documents, designs, drawings and specifications generated by Contractor, including those generated by any suppliers, subcontractors or sub-consultants. The Town shall retain all rights and ownership of all documents, designs, drawings, specifications, and/or styles

provided to Contractor by the Town in relation to the Contract and the Services, and Contractor shall not utilize any such material in relation to any other work or project.

4.31 Funding. Any contract entered into by the Town, including this Contract and any Task Orders, is subject to funding availability. The fiscal years for the Town are July 1 to June 30<sup>th</sup>. The Town's Council approves all budget requests. If a specific funding request is not approved, the contract, including this Contract and any Task Orders, shall be terminated automatically.

4.32 Construction. The terms and provisions of this Contract 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 Contract shall be interpreted and construed in accordance with their usual and customary meanings, and 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 Contract that ambiguous or conflicting terms or provisions contained in this Contract shall be interpreted or construed against the party whose attorney prepared the executed Contract or earlier draft of the same.

4.33 Survival. All representations and indemnifications by Contractor shall survive the completion, expiration or termination of this Contract.

4.34 Completeness and Accuracy. The Contractor shall be responsible for and shall and hereby does warrant the completeness, accuracy and quality of all Services done pursuant to the Contract including, but not limited to, the work product, reports, survey work, plans, supporting data and special provisions prepared or compiled pursuant to Contractor's obligations under this Contract and any Task Order and shall correct at Contractor's expense all errors or omissions which may be discovered therein. Town's acceptance or approval of the Contractor's Services shall in no way relieve Contractor of any of Contractor's responsibilities hereunder.

4.35 Incorporation by Reference. All exhibits and Task Orders are fully incorporated herein as though set forth at length herein.

4.36 Project Communications/Contract Administrator. The Town's Public Works Director shall be the Contract Administrator designated by the Town. All communications concerning the performance of the Services shall be provided to the designated Contract Administrator. Communications may be exchanged by e-mail upon the written agreement of the Contract Administrator, but e-mail communications are not binding upon the Town and cannot change the terms of the Contract or the scope of Services, or effectuate any change that requires a written change order. The use of e-mails is for information only, and e-mails shall have no legal or binding effect.

## **5.0 INSURANCE**

5.1. General. Contractor agrees to comply with all Town ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by

the State of Arizona (non-admitted insurer) with policies and forms satisfactory to Town of Florence. Failure to maintain insurance as specified may result in termination of this Contract at Town of Florence's option. The Contractor is primarily responsible for the risk management of its Services under this Contract, including but not limited to obtaining and maintaining the required insurance and establishing and maintaining a reasonable risk control and safety program. Town reserves the right to amend the insurance requirements herein at any time during the Contract. The Contractor shall require any and all subcontractors to maintain insurance as required herein naming the Town and Contractor as "Additional Insured" on all insurance policies, except Worker's Compensation and Errors & Omissions Liability, and this shall be reflected on the Certificate of Insurance and Endorsements. The Contractor's insurance coverage shall be primary insurance with respect to all available sources. Coverage provided by the Contractor shall not be limited to the liability assumed under the Indemnification provision of this Contract. To the extent permitted by law, Contractor waives all rights of subrogation or similar rights against Town, its representatives, agents, and employees. All insurance policies, except Workers' Compensation and Errors & Omissions Liability, required by this Contract, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of performance of this Contract, Town of Florence, its Mayor and Council members, agents, representatives, officers, directors, officials and employees as Additional Insureds and shall specify that any insurance coverage carried or self-insurance by the Town, any department or employee shall be excess coverage and not contributory insurance to that provided by Contractor. The Town reserves the right to continue payment of premium for which reimbursements shall be deducted from amounts due or subsequently due the Contractor. The Town reserves the right to require complete copies of all insurance policies and endorsements required by this Contract at any time. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of the Contract.

5.2 No Representation of Coverage Adequacy. By requiring insurance herein, Town of Florence does not represent that coverage and limits will be adequate to protect Contractor. Town of Florence reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract, but Town has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

5.3 Coverage Term. All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Contract is satisfactorily performed, completed and formally accepted by the Town of Florence, unless specified otherwise in this Contract.

5.4 Policy Deductibles and or Self Insured Retentions. The policies set forth in these requirements may provide coverage which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to Town of Florence. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

5.5 Use of Subcontractors. If any of the Services under this Contract is subcontracted in any way, Contractor shall execute written agreement with subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting Town of Florence and Contractor. Contractor shall be responsible for executing the

agreement with subcontractor and obtaining Certificates of Insurance and Endorsements verifying the insurance requirements.

5.6 Evidence of Insurance. Prior to commencing any Services under this Contract, Contractor shall furnish Town of Florence with Certificate(s) of Insurance, or formal Endorsements as required by this Contract, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage and that such coverage and provisions are in full force and effect.

5.7 Required Coverage.

5.7.1 Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations and Contractual Liability Annual Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance limited to, separation of insureds clause. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader to coverage scope than underlying.

5.7.2 Worker's Compensation Insurance. Contractor shall maintain Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the Services under this Contract and shall also maintain 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.

5.7.3 Commercial Auto Coverage. Auto Liability limits of not less than \$1,000,000 each accident, combined Bodily Injury and Property Damage Liability insurance. Certificate to reflect coverage for "Any Auto" or "All Owned, Scheduled, Hired and Non-Owned".

5.7.4 Errors & Omissions Liability Contractor shall maintain Professional Liability Engineering and Consulting insurance covering acts, errors, mistakes, omissions and other acts arising out of Services performed by Contractor, its employees, sub-consultants and agents. Coverage Amount: \$1,000,000 per occurrence/aggregate, unless higher coverage limits are required under the Solicitation documents, or any Task Orders, in which case such higher limits shall apply.

**6.0 SEVERABILITY**

6.1 Severability. If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

IN WITNESS WHEREOF, the Town of Florence by its Mayor, Tom J. Rankin has hereunto subscribed his name this \_\_\_\_\_ day of \_\_\_\_\_, 2016.



TOWN OF FLORENCE

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

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

Name: \_\_\_\_\_

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

ATTEST:

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

By: EPS GROUP, INC.  
Contractor

By: Elijah Williams

Name: ELIJAH WILLIAMS

Its: PRESIDENT

Approved as Form:

\_\_\_\_\_  
Clifford Mattice, Florence Town Attorney

**Exhibit "A"**  
**Scope of Work/Services**

## **SCOPE OF SERVICES**

### **I. INTRODUCTION**

The Town of Florence is interested in seeking professional and technical services for a broad range of services throughout the Town. The entities selected will work with Town Staff in evaluating and developing strategies as well as implementing projects to improve overall conditions throughout the Town in various departments.

### **II. BACKGROUND**

#### **GENERAL**

The Town of Florence intends to establish an on call list of companies who may be contracted to perform professional and technical services for planning, design, construction management, and inspection services to assist the Town in achieving the goals of the approved Capital Improvement Program (CIP). It is the Town's intent to hire a consultant or consultant team, through the series of task assignments.

Any contract is subject to the approval of the Town Council. All projects are subject to the availability of funding. All contracts will be with the Town of Florence. During the term of the contract, the Town reserves the right to cancel the contract at its sole discretion and/or solicit and contract with other firms on the on call list. The selected firms must carry Professional Errors and Omissions and Liability insurance coverage in accordance with the Town's requirements.

### **III. SCOPE OF WORK**

The Town of Florence is responsible for Town facilities and infrastructure. The Town of Florence CIP program is focused on maximizing Town assets.


The selected firm may be required to perform general engineering and technical services as follows:

1. Project Development Phase. This phase involves those activities required for defining the scope of a project and establishing preliminary requirements including:
  - a. Conferring with the Town of Florence on project requirements, public outreach finances, schedules, early phases of the projects and other pertinent matters, and meeting with other concerned public agencies on matters affecting the project.
  - b. Planning, procuring, and/or preparing necessary surveys, geotechnical engineering investigations, field investigations and architectural and engineering studies required for preliminary design considerations.
  - c. Developing design schematics, sketches, environmental and aesthetic considerations, project recommendations and preliminary layouts and cost estimates.

2. Design Phase. This phase includes all activities required to undertake and accomplish a full and complete project design, including:
  - a. Conducting and attending meetings and design conferences to obtain information and to coordinate or resolve design matters.
  - b. Collecting engineering data and undertaking field investigations; surveying; performing geotechnical engineering studies; and conducting environmental studies.
  - c. Preparing necessary engineering reports and recommendations.
  - d. Preparing detailed plans, specifications and cost estimates.
  - e. Preparing Bid Documents and Evaluating Bids
  - f. Preparing construction safety plans.
  - g. Printing and providing necessary copies of engineering drawings, contract documents, specifications, and reports.
  - h. Obtaining all permits.
  
3. Construction Phase. This includes all activities necessary to oversee construction of the project, including:
  - a. Assisting the Town in advertising and securing submittals, negotiating for construction services, analyzing submittal results, furnishing recommendations on the award of contracts, and preparing contract documents.
  - b. Onsite construction management and/or construction inspection involving the services of part time or full-time resident engineer(s), inspectors(s), or manager(s) during the construction or installation phase of a contractor.
  - c. Providing consultation and advice to the Town during all phases of construction.
  - d. Representing the Town at preconstruction conferences.
  - e. Inspecting work in progress periodically (or full time as deemed necessary) and providing appropriate reports to the Town.
  - f. Reviewing and approving shop and erection drawings submitted by contractors for compliance with design documents.
  - g. Reviewing, analyzing and approving laboratory and mill test reports of materials and equipment.
  - h. Preparing and negotiation of change orders and supplemental agreements.
  - i. Observing or reviewing performance tests required by specifications.
  - j. Preparation of as-builts and record drawings.
  - k. Determining amounts owed to contractors and assisting the Town in the preparation of payment requests.
  - l. Making final inspections and submitting final documents to regulatory agencies.
  
4. Special Services. The development of some projects may involve special activities or studies. Consultants performing special services may be employed directly by the sponsor to implement one or more phases of a project or may be employed by

the principal consultant via a subcontract agreement. In certain instances, these services may be performed by the principal consultant. Some examples of special services that might be employed for the projects include, but are not limited to, the following:

- a. Soils investigations, including core sampling, laboratory tests, related analysis, and reports.
- b. Detailed factory, shop, and/or laboratory inspections of materials and equipment.
- c. Land surveys and topographic maps.
- d. Field and/or construction surveys.
- e. Photogrammetric surveys.
- f. Expert witness testimony in litigation and administrative proceedings involving specific projects.
- g. Project feasibility studies.
- h. Preliminary Engineering Reports and Technical Assistance Studies.
- i. Public information and communications.
- j. Assist the Town in the preparation of necessary applications for local, State, or Federal funding opportunities.
- k. Assist in preparation and updating annual CIP or Infrastructure Improvement Plan.
- l. Preparation of property maps, ALTA Surveys, and Title Research.
- m. Preparation of permit applications and associated proceedings for regulatory agencies.

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u> 12b.</b>
<b>MEETING DATE:</b> October 3, 2016  <b>DEPARTMENT:</b> Public Works Department  <b>STAFF PRESENTER:</b> Christopher A. Salas, Public Works Director  <b>SUBJECT:</b> Professional Services Agreement with T.Y. Lin International, for General Civil On-Call Engineering Services		<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 Professional Services Agreement with T.Y. Lin International, for General Civil On-Call Engineering Services, in an amount not to exceed \$500,000.

**BACKGROUND/DISCUSSION:**

The purpose of the Professional Services Agreement is to provide the Town with General Civil On-Call Engineering Services. General engineering services will be funded through the task specific budget line items under the Professional Services line item.

General Civil On-Call Engineering Contracts are vital to Public Works completing projects, as defined in the Capital Improvement Plan (CIP), or as projects are identified. Without General Civil On-Call Engineering contracts staff would have to be involved in writing a project specific Request for Statement of Qualifications (RSOQ), be involved in a selection process, and eventually an award through the Council. This process multiplied by the number of Capital Improvement Projects would require a great deal of time from staff, time which would better be used on the projects.

Staff has identified funding for each of these projects in the current fiscal year CIP or under the Professional Services line item as needed.

**FINANCIAL IMPACT:**

The majority of work to be performed will be on budgeted CIP projects. Any additional task outside of CIP project will be funded through budgeted discipline specific Professional Service line items.

**STAFF RECOMMENDATION:**

Staff recommends approval of the Professional Services Agreement with T.Y. Lin International, for General Civil On-Call Engineering services, in an amount not to exceed \$500,000.

**ATTACHMENTS:**

Professional Service Agreement with T.Y. Lin International  
Scope of Work

**TOWN OF FLORENCE  
ON CALL SERVICES CONTRACT**

THIS ON CALL SERVICES CONTRACT ("**Contract**"), is made and entered into as of September\_\_\_\_, 2016 ("Effective Date"), and is by and between the Town of Florence, a municipal corporation of the State of Arizona ("**Town** "), and TYLIN International ("**Contractor**"). The Town and the Contractor may be referred to in this Contract collectively as the "parties" and each individually as a "party".

**RECITALS**

**WHEREAS**, the Town desires to contract for On Call engineering services as specified in Exhibit "A", and individual Task Orders issued by the Town ("**Scope of Work**" or "**Services**");

**WHEREAS**, Contractor is duly qualified to perform the requested Services;

**WHEREAS**, Contractor has agreed to perform the Services as set forth in Exhibit "A" and as set forth in individual Task Orders issued by the Town attached hereto and incorporated herein;

**WHEREAS**, Contractor agrees that this Contract is entered into by the parties pursuant to the Town's issuance of a Request for Statement of Qualifications: On Call Engineering Services (OCES-052516) and/or On Call Utility Engineering Services (OCUES-052516) (the "RSQ") and subsequent award by the Town (collectively the "Solicitation") and all terms and conditions of the Solicitation are incorporated by reference into this Contract.

**NOW THEREFORE**, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

**AGREEMENTS**

**1.0 DESCRIPTION, ACCEPTANCE, DOCUMENTATION, PERFORMANCE**

Contractor shall act under the authority and approval of the Contract Administrator for the Town, further named herein, to provide the professional services required by this Contract.

1.1 Service Description. The Contractor shall provide the requested services as set forth in Exhibit "A", and as set forth in individual Task Orders (collectively the "Services"). This Contract includes this agreement, including any attachments, the RSQ and Solicitation documents, and any Task Orders that may be issued as agreed to by the parties to implement the Services requested by the Town. The term Task Order means a specific written agreement between the Town and Contractor for work to be performed under this Contract for an individual, mutually agreed upon scope of work, schedule and price. In response to Task Orders that may be mutually agreed upon and issued periodically by Town, Contractor shall perform the Services, except as may be specified elsewhere in the Contract, which will be defined and further described as to specific project requirements in each Task Order. Contractor shall perform the Services in a good and workmanlike manner with due diligence and, at a minimum, in conformance with generally accepted industry standards and the standard of care for like professionals in the same geographic area. Contractor shall, except as may be specified elsewhere in the Contract, furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management, and perform all operations necessary and required for



the engineering services which will be defined and further described as to specific project requirements in each Task Order. Unless expressly excluded, in writing, in the Contract, the Services shall include any and all services reasonably contemplated, normally included, and necessary to complete the Services set forth in Exhibit "A" or the Task Order(s). Nothing contained herein shall be construed as requiring Town to issue any Task Order, nor requiring Contractor to accept any Task Order, it being the intent that both parties must mutually agree to any specific Services before a Task Order may be issued. The amount paid to Contractor under this Contract, including reimbursable expenses, **shall not exceed \$500,000.00.**

1.2 Performance. Performance of the Services shall be undertaken only upon the issuance of written Task Orders by the Town. Task Orders shall contain: (a) Contract number along with Contractor's name; (b) Task Order number and date; (c) The agreed Services and applicable technical specifications; (d) The agreed period of performance and, if required by Town, a work schedule; (e) The place of performance; (f) The agreed total price for the Services to be performed; (g) Submittal requirements; (h) Town's authorized representative who will accept the completed Services; (i) Signatures by the parties hereto signifying agreement with the specific terms of the Task Order; and (j) Any other information as may be necessary to perform and accept the Services. All Services under the Contract shall be performed in a skillful and workmanlike manner. The Contractor shall be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State and municipal laws, codes, and regulations applicable to the performance of the Services. Contractor shall promptly provide, at no additional cost to the Town, any and all corrections, modifications, additional documents, or other items that may be necessary to correct any errors and/or omissions in the documents, designs, specifications, and/or drawings provided by Contractor. Contractor shall be responsible for coordinating the Services with the Town's Public Works Director and other departments or agencies within the Town, other engineering professionals and other contractors involved in any project under a Task Order. Contractor shall also cooperate with the Town in communicating with, obtaining necessary approvals or permits from, and responding to, any applicable government entity or regulatory agency, including participation in any hearings or meetings. Task Orders may be amended by Town in the same manner as they are issued.

1.3 Acceptance, Documentation.

1.3.1 Each deliverable shall be reviewed and approved by the Public Works Director, or his designee, to determine acceptable completion. Final Completion of the Services shall be deemed to have occurred on the later of the dates that the work passes a final completion inspection and acceptance by the Public Works Director. Final Completion shall not be deemed to have occurred and no final payment shall be due the Contractor or any of its subcontractors or suppliers until the work has passed the Final Completion inspection and acceptance and all required Final Completion close-out documentation items has been produced to the Town by the Contractor.

1.3.2 The Town shall provide all necessary information to the Contractor for timely completion of the tasks specified in Item 1.1 above.

1.3.3 All documents, including but not limited to, data compilations, studies, and/or reports, which are prepared in the performance of this Contract are to be and remain the property of the Town and are to be delivered to the Public Works Director before final payment is made to the Contractor.

## **2.0 FEES, CATEGORIES OF SERVICE, PAYMENTS AND LICENSE**

2.1 Fees. Contractor will be paid within 30 days of the receipt of an itemized invoice. Monthly payment may be made to Contractor on the basis of a progress report prepared and submitted to the Public Works Director by Contractor for the Services completed through the last day of the proceeding calendar month and for the production of the deliverables as described in Exhibit "A", and the individual Task Order approved by the Town. If a dispute over payment arises, and during all claims resolution proceedings, including mediation and arbitration, Contractor shall continue to render the Services in a timely manner. Payment by the Town does not constitute acceptance by the Town of the Services or Contractor's performance, nor does payment constitute a waiver of any rights or claims by the Town.

2.2 Categories of Services. Services means in response to Task Orders, including Exhibit "A", that may be mutually agreed upon and issued periodically by the Town. Contractor shall furnish all necessary work which will be defined and further described as to specific project requirements in each Task Order.

2.3 Payment Approval. Amounts set forth in Sections 1.1, 2.1, Exhibit "A" and individual Task Orders approved by the Town represent the entire amounts payable under this Contract and shall be paid upon the submission of monthly invoices to and approved by the Town. As a necessary precondition to any payment under the Contract, the Town may require Contractor to provide such certifications, lien waivers, and proofs of performance, costs and/or percentage of completion as may be reasonably required by the Town to ensure that payment is then due and owing pursuant to the payment terms set forth in this Contract.

2.4 Business License. Contractor will purchase and maintain a business license with the Town of Florence.

## **3.0 TERM, SCHEDULE AND TERMINATION**

3.1 Project Schedule. The Contractor shall perform the Scope of Work in accordance with the schedule(s) attached in Exhibit "A", and any individual Task Order approved by the Town.

### **3.2 Termination**

3.2.1 Termination for Cause: Town may also terminate this Contract with seven (7) calendar days' prior written notice for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any industry standards and customary practices terms and conditions of this Contract. Unsatisfactory performance as judged by industry standards and customary practices, and failure to provide Town, upon request, with adequate assurances of future performance shall all be causes allowing Town to terminate this Contract for cause. In the event of termination for cause, Town shall not be liable to Contractor for any amount, and Contractor shall be liable to Town for any and all damages sustained by reason of the default which gave rise to the termination.

3.2.2 Termination for Convenience. Town may terminate performance of the Services under this Contract, in whole or, from time to time, in part, if Town determines termination is in Town's interest. Town shall effect such termination by delivering to Contractor a Notice of Termination specifying the extent of termination and the effective date. After receipt

of a Notice of Termination, and except as directed by the Town, Contractor shall immediately proceed to stop work as specified in the notice and place no further subcontracts or orders. In the event the Town terminates this Contract pursuant to this Section 3.2.2, then in that event the Town agrees to pay for the Services performed prior to the date of termination. Town may terminate this Contract, or any part thereof for its sole convenience, at any time without penalty or recourse.

3.2.3 Termination for Violation of Law. In the event Contractor is in violation of any Federal, State, County or Town law, regulation or ordinance, the Town may terminate this Contract immediately upon giving notice to the Contractor.

3.3 Town's Right to Terminate. The rights and remedies of the Town in this section 3 are in addition to any other rights and remedies provided by law or under this Contract.

3.4 Contract Term. The term of this Contract shall commence on the Effective Date and shall continue for a period of two (2) years thereafter in accordance with the terms and conditions of this Contract. By mutual written contract amendment, the Contract may be extended for an additional period of up to one (1) year. Task Orders may be issued at any time during the term of this Contract. This Contract shall remain in full force and effect during the performance of any Task Order.

#### **4.0 GENERAL TERMS**

4.1 Entire Contract. This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the Services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives of each party.

4.2 Arizona Law. This Contract shall be governed by and construed in accordance with the substantive laws of the State of Arizona, without reference to choice of law or conflicts of laws principles thereof. Any action brought to interpret, enforce or construe any provision of this Contract shall be commenced and maintained in the Superior Court of the State of Arizona in and for the 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 parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this paragraph.

4.3 Modifications. Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

4.4 Assignment. Services covered by this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the Finance Director and Contract Administrator. The Town acknowledges the sub-consultant(s) listed in Exhibit "A" and consents to the use of that sub-consultant.

4.5 Successors and Assigns. This Contract shall extend to and be binding upon Contractor, its successors and assigns, including any individual, company, partnership or other entity with or into which Contractor shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Contractor shall sell its assets.

4.6 Contract Administrator. The Contract Administrator for the Town shall be the Public Works Director or designee. The Contract Administrator shall oversee the execution of this Contract, assist the Contractor in accessing the organization, audit billings, and approve payments. The Contractor shall channel reports and special requests through the Contract Administrator.

4.7 Records and Audit Rights.

4.7.1 Contractor's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the Town to substantiate charges and claims related to this Contract shall be open to inspection and subject to audit and/or reproduction by Town's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the Services, and any invoices, change orders, payments or claims submitted by the Contractor or any of his payees pursuant to the execution of the Contract. The Town's authorized representative shall be afforded access, at reasonable times and places, to all of the Contractor's records and personnel pursuant to the provisions of this section throughout the term of this Contract and for a period of three years after last or final payment.

4.7.2 Contractor shall require all subcontractors, insurance agents, and material suppliers to comply with the provisions of this section by insertion of the requirements hereof in a written contract between Contractor and such subcontractors, insurance agents, and material suppliers.

4.7.3 If an audit in accordance with this section, discloses overcharges, of any nature, by the Contractor to the Town in excess of one percent (1%) of the monthly billings, the actual cost of the Town's audit shall be reimbursed to the Town by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time, not to exceed thirty (30) days from presentation of Town's findings to Contractor.

4.8 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses (including, but not limited to, attorney's fees, court costs, the costs of expert witnesses, transportation, lodging and meal costs of the parties and witnesses, cost of transcript preparation, and other reasonable and necessary direct and incidental costs of such dispute, and the cost of appellate proceedings), determined by the arbitrator or court sitting without a jury, which fees shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

4.9 Ineligible Bidder. The preparer of specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or Contractor on the solicitation for which they prepared the specification.

#### 4.10 Independent Contractor.

4.10.1 The Services Contractor provides under the terms of this Contract to the Town are that of an Independent Contractor, not an employee, or agent of the Town. The Town will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

4.10.2 Town shall not withhold income tax as a deduction from contractual payments. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

4.11 Conflict of Interest. The Town may cancel any Contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the Town's departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when written notice from the Town is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. § 38-511).

#### 4.12 Compliance with Federal and State Laws.

4.12.1 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.

4.12.2 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**").

4.12.3 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.

4.12.4 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.

4.12.5 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.

4.12.6 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.

4.12.7 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.

4.12.8 The provisions of this Section 4.12 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.

4.13 Notices. All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of Contractor: TYLIN International  
60 East Rio Salado Parkway, Ste. 501  
Tempe, Arizona 85281  
Attn: James Barr, Associate Vice President

In the case of Town: Town of Florence  
775 N, Main Street  
PO Box 2670  
Florence, AZ 85132  
Attn: Public Works Director

Notices shall be deemed received on date delivered, if delivered by hand, or on the delivery date indicated on receipt if delivered by certified or registered mail.

4.14 Compliance. Contractor shall, without additional expense to the Town, be responsible for obtaining any necessary business licenses for complying with any applicable Federal, State, County and Town laws, codes and regulations in connection with the execution of the Services and this Contract. The responsible party for identifying, applying for, and obtaining permits, including payment of permit fees, required for construction of any work designed by the Contractor will be defined by the individual Task Orders executed under this Contract.

4.15 Taxes. Contractor shall be solely responsible for any and all tax obligations which may result out of the Contractor's performance of this Contract. The Town shall have no obligation to pay any amounts for taxes, of any type, incurred by the Contractor.

4.16 Advertising. No advertising or publicity concerning the Town using the Contractor's services shall be undertaken without prior written approval of such advertising or publicity by the Town Contract Administrator. Written approval is required until such time as the project is complete or any adjudication of claims relating to the Services provided herein is complete, whichever occurs later.

4.17 Counterparts. This Contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original, but all of which together shall constitute one and the same instrument, binding on the parties. The parties agree that this Contract may be transmitted between them via facsimile or so called "PDF" signature. The parties intend that faxed or "PDF" signatures constitute original signatures and that a fully collated agreement containing the signatures (original, faxed or PDF) of the parties is binding upon the parties.

4.18 Captions. The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

4.19 Subcontractors. During the performance of the Contract, the Contractor may engage such additional subcontractors as may be required for the timely completion of this Contract. The addition of any Subcontractors shall be subject to the prior approval of the Town. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Contractor. The Town acknowledges the sub-consultant(s) listed in Exhibit "A" and consents to the use of that sub-consultant.

#### 4.20 Indemnification.

4.20.1 To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall indemnify, defend, hold harmless Town of Florence, its Mayor and Council members and its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to damages for personal injury or personal property damage, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expenses, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work or services in the performance of this Contract, including but not limited to, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and subcontractor's employees.

4.20.2 Insurance provisions set forth in this Contract are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this section shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

#### 4.21 Changes in the Services.

4.21.1 The Town may at any time, as the need arises, order changes within the Scope of the Work without invalidating the Contract. If such changes increase or decrease the amount due under the Contract documents, or in the time required for performance of the Services, an equitable adjustment shall be authorized by written Change Order.

4.21.2 The Town will execute a formal Change Order based on detailed written quotations from the Contractor for work related changes and/or a time of completion variance. All Change Orders are subject to the prior written approval by the Town.

4.21.3 Contract Change Orders are subject to the Rules and Procedures within the Town's Procurement Code.

4.22 Alternative Dispute Resolution. If a dispute arises between the parties relating to this Contract, the parties agree to use the following procedure prior to either party pursuing other available remedies:

4.22.1 A meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

4.22.2 If, within 30 days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will jointly appoint a mutually acceptable neutral person not affiliated with either of the parties (the "neutral"), seeking assistance in such regard if they have been unable to agree upon such appointment within 40 days from the initial meeting. The fees of the neutral shall be shared equally by the parties.

4.22.3 In consultation with the neutral, the parties will select or devise an alternative dispute resolution procedure ("ADR") by which they will attempt to resolve the dispute, and a time and place for the ADR to be held, with the neutral making the decision as to the procedure, and/or place and time (but unless circumstances require otherwise, not later than 60 days after selection of the neutral) if the parties have been unable to agree on any of such matters within 20 days after initial consultation with the neutral.

4.22.4. The parties agree to participate in good faith in the ADR to its conclusion as designated by the neutral. If the parties are not successful in resolving the dispute through the ADR, then the parties may agree to submit the matter to arbitration or a private adjudicator, or either party may seek an adjudicated resolution through the appropriate court.

4.23 Town Provided Information and Services. The Town shall furnish the Contractor available studies, reports and other data pertinent to the Contractor's services; obtain or authorize the Contractor to obtain or provide additional reports and data as required; furnish to the Contractor services of others required for the performance of the Contractor's Services hereunder, and the Contractor shall be entitled to use and rely upon all such information and services provided by the Town or others in performing the Contractor's Services under this Agreement.

4.24 Estimates and Projections. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, the Contractor has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the Contractor makes no warranty that the Town's actual project costs, financial aspects, economic feasibility, or schedules will not vary from the Contractor's opinions, analyses, projections, or estimates.

4.25 Access. The Town shall arrange for access to and make all provisions for the Contractor to enter upon public and private property as required for the Contractor to perform Services hereunder.



4.26 Third Parties. The services to be performed by the Contractor are intended solely for the benefit of the Town. No person or entity not a signatory to this Agreement shall be entitled to rely on the Contractor's performance of its Services hereunder, and no right to assert a claim against the Contractor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Contract or the performance of the Contractor's Services hereunder.

4.27 Time. Time is of the essence of the Contract. If a schedule is set forth in the Contract or any exhibits or Task Orders thereto, Contractor shall strictly comply with said schedule and failure to do so shall be a material breach of the Contract. Contractor shall promptly respond (and in no event more than 10 calendar days after receiving the request) to any requests for approvals, information, or clarification within sufficient time to allow the Town to timely respond to the Contractor or other parties involved in the Services, and so as to not delay the Services.

4.28 Cooperative Use of Contract. In addition to the Town of Florence, and with the approval of the Contractor, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity. Payment for purchases made under this Contract will be the sole responsibility of each eligible political subdivision. The Town shall not be responsible for any disputes arising out of transactions made by others.

4.29 Quality/Special Features. Contractor is responsible, to the extent necessary to perform the Services, at no additional charge to the Town, to fully familiarize itself with the special and/or unique qualities and/or requirements of the Services and the Town. The Town's determination as to the level of quality required and on all aesthetic issues shall be final and binding.

4.30 Use of Documents. Upon execution of the Contract, the Contractor and all engineering professionals and sub-consultants working under or for Contractor, hereby grant to the Town an irrevocable, exclusive, royalty-free perpetual license to reproduce and use any and all data, documents (including electronic documents and files), designs, drawings and specifications prepared or furnished by Contractor pursuant to this Contract (the "Instruments of Service"), for the purposes of construction and completing any Services, including for the use, sales, marketing, repair, maintenance, modification, expansion, remodeling and/or further development of the Services or any portion thereof (including making derivative works from Contractor's Instruments of Service), or for construction of the same type of Services at other locations, by the Town, and others retained by the Town for such purposes. This license shall extend to those parties retained by the Town for such purposes, including other engineering professionals. The license granted hereunder shall include all things included in the definition of "Architectural Works" as used in the U.S. Architectural Works Copyright Protection Act, as amended from time to time. The Contractor shall obtain, in writing, similar non-exclusive licenses from its engineering professionals, and sub-consultants. The license granted hereunder shall survive any termination of the Contract and the completion of Services. Upon completion of the Services and/or termination of the Contract for any reason, Contractor shall deliver to the Town full-sized and usable copies (including any and all CAD and/or computer files) of all data documents, designs, drawings and specifications generated by Contractor, including those generated by any suppliers, subcontractors or sub-consultants. The Town shall retain all rights and ownership of all documents, designs, drawings, specifications, and/or styles

provided to Contractor by the Town in relation to the Contract and the Services, and Contractor shall not utilize any such material in relation to any other work or project.

4.31 Funding. Any contract entered into by the Town, including this Contract and any Task Orders, is subject to funding availability. The fiscal years for the Town are July 1 to June 30<sup>th</sup>. The Town's Council approves all budget requests. If a specific funding request is not approved, the contract, including this Contract and any Task Orders, shall be terminated automatically.

4.32 Construction. The terms and provisions of this Contract 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 Contract shall be interpreted and construed in accordance with their usual and customary meanings, and 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 Contract that ambiguous or conflicting terms or provisions contained in this Contract shall be interpreted or construed against the party whose attorney prepared the executed Contract or earlier draft of the same.

4.33 Survival. All representations and indemnifications by Contractor shall survive the completion, expiration or termination of this Contract.

4.34 Completeness and Accuracy. The Contractor shall be responsible for and shall and hereby does warrant the completeness, accuracy and quality of all Services done pursuant to the Contract including, but not limited to, the work product, reports, survey work, plans, supporting data and special provisions prepared or compiled pursuant to Contractor's obligations under this Contract and any Task Order and shall correct at Contractor's expense all errors or omissions which may be discovered therein. Town's acceptance or approval of the Contractor's Services shall in no way relieve Contractor of any of Contractor's responsibilities hereunder.

4.35 Incorporation by Reference. All exhibits and Task Orders are fully incorporated herein as though set forth at length herein.

4.36 Project Communications/Contract Administrator. The Town's Public Works Director shall be the Contract Administrator designated by the Town. All communications concerning the performance of the Services shall be provided to the designated Contract Administrator. Communications may be exchanged by e-mail upon the written agreement of the Contract Administrator, but e-mail communications are not binding upon the Town and cannot change the terms of the Contract or the scope of Services, or effectuate any change that requires a written change order. The use of e-mails is for information only, and e-mails shall have no legal or binding effect.

## **5.0 INSURANCE**

5.1. General. Contractor agrees to comply with all Town ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by

the State of Arizona (non-admitted insurer) with policies and forms satisfactory to Town of Florence. Failure to maintain insurance as specified may result in termination of this Contract at Town of Florence's option. The Contractor is primarily responsible for the risk management of its Services under this Contract, including but not limited to obtaining and maintaining the required insurance and establishing and maintaining a reasonable risk control and safety program. Town reserves the right to amend the insurance requirements herein at any time during the Contract. The Contractor shall require any and all subcontractors to maintain insurance as required herein naming the Town and Contractor as "Additional Insured" on all insurance policies, except Worker's Compensation and Errors & Omissions Liability, and this shall be reflected on the Certificate of Insurance and Endorsements. The Contractor's insurance coverage shall be primary insurance with respect to all available sources. Coverage provided by the Contractor shall not be limited to the liability assumed under the Indemnification provision of this Contract. To the extent permitted by law, Contractor waives all rights of subrogation or similar rights against Town, its representatives, agents, and employees. All insurance policies, except Workers' Compensation and Errors & Omissions Liability, required by this Contract, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of performance of this Contract, Town of Florence, its Mayor and Council members, agents, representatives, officers, directors, officials and employees as Additional Insureds and shall specify that any insurance coverage carried or self-insurance by the Town, any department or employee shall be excess coverage and not contributory insurance to that provided by Contractor. The Town reserves the right to continue payment of premium for which reimbursements shall be deducted from amounts due or subsequently due the Contractor. The Town reserves the right to require complete copies of all insurance policies and endorsements required by this Contract at any time. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of the Contract.

5.2 No Representation of Coverage Adequacy. By requiring insurance herein, Town of Florence does not represent that coverage and limits will be adequate to protect Contractor. Town of Florence reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract, but Town has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

5.3 Coverage Term. All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Contract is satisfactorily performed, completed and formally accepted by the Town of Florence, unless specified otherwise in this Contract.

5.4 Policy Deductibles and or Self Insured Retentions. The policies set forth in these requirements may provide coverage which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to Town of Florence. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

5.5 Use of Subcontractors. If any of the Services under this Contract is subcontracted in any way, Contractor shall execute written agreement with subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting Town of Florence and Contractor. Contractor shall be responsible for executing the

agreement with subcontractor and obtaining Certificates of Insurance and Endorsements verifying the insurance requirements.

5.6 Evidence of Insurance. Prior to commencing any Services under this Contract, Contractor shall furnish Town of Florence with Certificate(s) of Insurance, or formal Endorsements as required by this Contract, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage and that such coverage and provisions are in full force and effect.

5.7 Required Coverage.

5.7.1 Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations and Contractual Liability Annual Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance limited to, separation of insureds clause. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader to coverage scope than underlying.

5.7.2 Worker's Compensation Insurance. Contractor shall maintain Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the Services under this Contract and shall also maintain 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.

5.7.3 Commercial Auto Coverage. Auto Liability limits of not less than \$1,000,000 each accident, combined Bodily Injury and Property Damage Liability insurance. Certificate to reflect coverage for "Any Auto" or "All Owned, Scheduled, Hired and Non-Owned".

5.7.4 Errors & Omissions Liability Contractor shall maintain Professional Liability Engineering and Consulting insurance covering acts, errors, mistakes, omissions and other acts arising out of Services performed by Contractor, its employees, sub-consultants and agents. Coverage Amount: \$1,000,000 per occurrence/aggregate, unless higher coverage limits are required under the Solicitation documents, or any Task Orders, in which case such higher limits shall apply.

**6.0 SEVERABILITY**

6.1 Severability. If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

IN WITNESS WHEREOF, the Town of Florence by its Mayor, Tom J. Rankin has hereunto subscribed his name this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

TOWN OF FLORENCE

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

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

Name: \_\_\_\_\_

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

ATTEST:

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

By: T.Y. LIN INTERNATIONAL  
Contractor

By: 

Name: DANIEL HELLER

Its: VICE PRESIDENT

Approved as Form:

\_\_\_\_\_  
Clifford Mattice, Florence Town Attorney

**Exhibit "A"**  
**Scope of Work/Services**

## **SCOPE OF SERVICES**

### **I. INTRODUCTION**

The Town of Florence is interested in seeking professional and technical services for a broad range of services throughout the Town. The entities selected will work with Town Staff in evaluating and developing strategies as well as implementing projects to improve overall conditions throughout the Town in various departments.

### **II. BACKGROUND**

#### **GENERAL**

The Town of Florence intends to establish an on call list of companies who may be contracted to perform professional and technical services for planning, design, construction management, and inspection services to assist the Town in achieving the goals of the approved Capital Improvement Program (CIP). It is the Town's intent to hire a consultant or consultant team, through the series of task assignments.

Any contract is subject to the approval of the Town Council. All projects are subject to the availability of funding. All contracts will be with the Town of Florence. During the term of the contract, the Town reserves the right to cancel the contract at its sole discretion and/or solicit and contract with other firms on the on call list. The selected firms must carry Professional Errors and Omissions and Liability insurance coverage in accordance with the Town's requirements.

### **III. SCOPE OF WORK**

The Town of Florence is responsible for Town facilities and infrastructure. The Town of Florence CIP program is focused on maximizing Town assets.

The selected firm may be required to perform general engineering and technical services as follows:


1. Project Development Phase. This phase involves those activities required for defining the scope of a project and establishing preliminary requirements including:
  - a. Conferring with the Town of Florence on project requirements, public outreach finances, schedules, early phases of the projects and other pertinent matters, and meeting with other concerned public agencies on matters affecting the project.
  - b. Planning, procuring, and/or preparing necessary surveys, geotechnical engineering investigations, field investigations and architectural and engineering studies required for preliminary design considerations.
  - c. Developing design schematics, sketches, environmental and aesthetic considerations, project recommendations and preliminary layouts and cost estimates.

2. Design Phase. This phase includes all activities required to undertake and accomplish a full and complete project design, including:
  - a. Conducting and attending meetings and design conferences to obtain information and to coordinate or resolve design matters.
  - b. Collecting engineering data and undertaking field investigations; surveying; performing geotechnical engineering studies; and conducting environmental studies.
  - c. Preparing necessary engineering reports and recommendations.
  - d. Preparing detailed plans, specifications and cost estimates.
  - e. Preparing Bid Documents and Evaluating Bids
  - f. Preparing construction safety plans.
  - g. Printing and providing necessary copies of engineering drawings, contract documents, specifications, and reports.
  - h. Obtaining all permits.
  
3. Construction Phase. This includes all activities necessary to oversee construction of the project, including:
  - a. Assisting the Town in advertising and securing submittals, negotiating for construction services, analyzing submittal results, furnishing recommendations on the award of contracts, and preparing contract documents.
  - b. Onsite construction management and/or construction inspection involving the services of part time or full-time resident engineer(s), inspectors(s), or manager(s) during the construction or installation phase of a contractor.
  - c. Providing consultation and advice to the Town during all phases of construction.
  - d. Representing the Town at preconstruction conferences.
  - e. Inspecting work in progress periodically (or full time as deemed necessary) and providing appropriate reports to the Town.
  - f. Reviewing and approving shop and erection drawings submitted by contractors for compliance with design documents.
  - g. Reviewing, analyzing and approving laboratory and mill test reports of materials and equipment.
  - h. Preparing and negotiation of change orders and supplemental agreements.
  - i. Observing or reviewing performance tests required by specifications.
  - j. Preparation of as-builts and record drawings.
  - k. Determining amounts owed to contractors and assisting the Town in the preparation of payment requests.
  - l. Making final inspections and submitting final documents to regulatory agencies.
  
4. Special Services. The development of some projects may involve special activities or studies. Consultants performing special services may be employed directly by the sponsor to implement one or more phases of a project or may be employed by



the principal consultant via a subcontract agreement. In certain instances, these services may be performed by the principal consultant. Some examples of special services that might be employed for the projects include, but are not limited to, the following:

- a. Soils investigations, including core sampling, laboratory tests, related analysis, and reports.
- b. Detailed factory, shop, and/or laboratory inspections of materials and equipment.
- c. Land surveys and topographic maps.
- d. Field and/or construction surveys.
- e. Photogrammetric surveys.
- f. Expert witness testimony in litigation and administrative proceedings involving specific projects.
- g. Project feasibility studies.
- h. Preliminary Engineering Reports and Technical Assistance Studies.
- i. Public information and communications.
- j. Assist the Town in the preparation of necessary applications for local, State, or Federal funding opportunities.
- k. Assist in preparation and updating annual CIP or Infrastructure Improvement Plan.
- l. Preparation of property maps, ALTA Surveys, and Title Research.
- m. Preparation of permit applications and associated proceedings for regulatory agencies.

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u></b> <b>12c.</b>
<b>MEETING DATE:</b> October 3, 2016  <b>DEPARTMENT:</b> Public Works Department  <b>STAFF PRESENTER:</b> Christopher A. Salas, Public Works Director  <b>SUBJECT:</b> Professional Services Agreement with Wilson & Company, Inc. for General Civil On-Call Engineering Services		<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:**

Motion to approve the Professional Services Agreement with Wilson & Company, Inc., for General Civil On-Call Engineering Services, in an amount not to exceed \$500,000.

**BACKGROUND/DISCUSSION:**

The purpose of the Professional Services Agreement is to provide the Town with General Civil On-Call Engineering Services. General engineering services will be funded through the task specific budget line items under the Professional Services line item.

General Civil On-Call Engineering Contracts are vital to Public Works completing projects, as defined in the Capital Improvement Plan (CIP), or as projects are identified. Without General Civil On-Call Engineering contracts staff would have to be involved in writing a project specific Request for Statement of Qualifications (RSOQ), be involved in a selection process, and eventually an award through the Council. This process multiplied by the number of Capital Improvement Projects would require a great deal of time from staff, time which would better be used on the projects.

Staff has identified funding for each of these projects in the current fiscal year CIP or under the Professional Services line item as needed.

**FINANCIAL IMPACT:**

The majority of work to be performed will be on budgeted CIP projects. Any additional task outside of CIP project will be funded through budgeted discipline specific Professional Service line items.

**STAFF RECOMMENDATION:**

Staff recommends approval of the Professional Services Agreement for General Civil On-Call Engineering services with Wilson & Company, Inc., in an amount not to exceed \$500,000.

**ATTACHMENTS:**

Professional Service Agreement with Wilson & Company, Inc.  
Scope of Work

**TOWN OF FLORENCE  
ON CALL SERVICES CONTRACT**

THIS ON CALL SERVICES CONTRACT (“**Contract**”), is made and entered into as of September\_\_\_\_, 2016 (“Effective Date”), and is by and between the Town of Florence, a municipal corporation of the State of Arizona (“**Town** ”), and **Wilson & Company, Inc., Engineers & Architects** (“**Contractor**”). The Town and the Contractor may be referred to in this Contract collectively as the “parties” and each individually as a “party”.

**RECITALS**

**WHEREAS**, the Town desires to contract for On Call engineering services as specified in Exhibit “A”, and individual Task Orders issued by the Town (“**Scope of Work**” or “**Services**”);

**WHEREAS**, Contractor is duly qualified to perform the requested Services;

**WHEREAS**, Contractor has agreed to perform the Services as set forth in Exhibit “A” and as set forth in individual Task Orders issued by the Town attached hereto and incorporated herein;

**WHEREAS**, Contractor agrees that this Contract is entered into by the parties pursuant to the Town’s issuance of a Request for Statement of Qualifications: On Call Engineering Services (OCES-052516) and/or On Call Utility Engineering Services (OCUES-052516) (the “RSQ”) and subsequent award by the Town (collectively the “Solicitation”) and all terms and conditions of the Solicitation are incorporated by reference into this Contract.

**NOW THEREFORE**, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

**AGREEMENTS**

**1.0 DESCRIPTION, ACCEPTANCE, DOCUMENTATION, PERFORMANCE**

Contractor shall act under the authority and approval of the Contract Administrator for the Town, further named herein, to provide the professional services required by this Contract.

1.1 Service Description. The Contractor shall provide the requested services as set forth in Exhibit “A”, and as set forth in individual Task Orders (collectively the “Services”). This Contract includes this agreement, including any attachments, the RSQ and Solicitation documents, and any Task Orders that may be issued as agreed to by the parties to implement the Services requested by the Town. The term Task Order means a specific written agreement between the Town and Contractor for work to be performed under this Contract for an individual, mutually agreed upon scope of work, schedule and price. In response to Task Orders that may be mutually agreed upon and issued periodically by Town, Contractor shall perform the Services, except as may be specified elsewhere in the Contract, which will be defined and further described as to specific project requirements in each Task Order. Contractor shall perform the Services in a good and workmanlike manner with due diligence and, at a minimum, in conformance with generally accepted industry standards and the standard of care for like professionals in the same geographic area. Contractor shall, except as may be specified elsewhere in the Contract, furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management, and perform all operations necessary and required for

the engineering services which will be defined and further described as to specific project requirements in each Task Order. Unless expressly excluded, in writing, in the Contract, the Services shall include any and all services reasonably contemplated, normally included, and necessary to complete the Services set forth in Exhibit "A" or the Task Order(s). Nothing contained herein shall be construed as requiring Town to issue any Task Order, nor requiring Contractor to accept any Task Order, it being the intent that both parties must mutually agree to any specific Services before a Task Order may be issued. The amount paid to Contractor under this Contract, including reimbursable expenses, **shall not exceed \$500,000.00.**

1.2 Performance. Performance of the Services shall be undertaken only upon the issuance of written Task Orders by the Town. Task Orders shall contain: (a) Contract number along with Contractor's name; (b) Task Order number and date; (c) The agreed Services and applicable technical specifications; (d) The agreed period of performance and, if required by Town, a work schedule; (e) The place of performance; (f) The agreed total price for the Services to be performed; (g) Submittal requirements; (h) Town's authorized representative who will accept the completed Services; (i) Signatures by the parties hereto signifying agreement with the specific terms of the Task Order; and (j) Any other information as may be necessary to perform and accept the Services. All Services under the Contract shall be performed in a skillful and workmanlike manner. The Contractor shall be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State and municipal laws, codes, and regulations applicable to the performance of the Services. Contractor shall promptly provide, at no additional cost to the Town, any and all corrections, modifications, additional documents, or other items that may be necessary to correct any errors and/or omissions in the documents, designs, specifications, and/or drawings provided by Contractor. Contractor shall be responsible for coordinating the Services with the Town's Public Works Director and other departments or agencies within the Town, other engineering professionals and other contractors involved in any project under a Task Order. Contractor shall also cooperate with the Town in communicating with, obtaining necessary approvals or permits from, and responding to, any applicable government entity or regulatory agency, including participation in any hearings or meetings. Task Orders may be amended by Town in the same manner as they are issued.

1.3 Acceptance, Documentation.

1.3.1 Each deliverable shall be reviewed and approved by the Public Works Director, or his designee, to determine acceptable completion. Final Completion of the Services shall be deemed to have occurred on the later of the dates that the work passes a final completion inspection and acceptance by the Public Works Director. Final Completion shall not be deemed to have occurred and no final payment shall be due the Contractor or any of its subcontractors or suppliers until the work has passed the Final Completion inspection and acceptance and all required Final Completion close-out documentation items has been produced to the Town by the Contractor.

1.3.2 The Town shall provide all necessary information to the Contractor for timely completion of the tasks specified in Item 1.1 above.

1.3.3 All documents, including but not limited to, data compilations, studies, and/or reports, which are prepared in the performance of this Contract are to be and remain the property of the Town and are to be delivered to the Public Works Director before final payment is made to the Contractor.

## **2.0 FEES, CATEGORIES OF SERVICE, PAYMENTS AND LICENSE**

2.1 Fees. Contractor will be paid within 30 days of the receipt of an itemized invoice. Monthly payment may be made to Contractor on the basis of a progress report prepared and submitted to the Public Works Director by Contractor for the Services completed through the last day of the proceeding calendar month and for the production of the deliverables as described in Exhibit "A", and the individual Task Order approved by the Town. If a dispute over payment arises, and during all claims resolution proceedings, including mediation and arbitration, Contractor shall continue to render the Services in a timely manner. Payment by the Town does not constitute acceptance by the Town of the Services or Contractor's performance, nor does payment constitute a waiver of any rights or claims by the Town.

2.2 Categories of Services. Services means in response to Task Orders, including Exhibit "A", that may be mutually agreed upon and issued periodically by the Town. Contractor shall furnish all necessary work which will be defined and further described as to specific project requirements in each Task Order.

2.3 Payment Approval. Amounts set forth in Sections 1.1, 2.1, Exhibit "A" and individual Task Orders approved by the Town represent the entire amounts payable under this Contract and shall be paid upon the submission of monthly invoices to and approved by the Town. As a necessary precondition to any payment under the Contract, the Town may require Contractor to provide such certifications, lien waivers, and proofs of performance, costs and/or percentage of completion as may be reasonably required by the Town to ensure that payment is then due and owing pursuant to the payment terms set forth in this Contract.

2.4 Business License. Contractor will purchase and maintain a business license with the Town of Florence.

## **3.0 TERM, SCHEDULE AND TERMINATION**

3.1 Project Schedule. The Contractor shall perform the Scope of Work in accordance with the schedule(s) attached in Exhibit "A", and any individual Task Order approved by the Town.

### 3.2 Termination.

3.2.1 Termination for Cause: Town may also terminate this Contract with seven (7) calendar days' prior written notice for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any industry standards and customary practices terms and conditions of this Contract. Unsatisfactory performance as judged by industry standards and customary practices, and failure to provide Town, upon request, with adequate assurances of future performance shall all be causes allowing Town to terminate this Contract for cause. In the event of termination for cause, Town shall not be liable to Contractor for any amount, and Contractor shall be liable to Town for any and all damages sustained by reason of the default which gave rise to the termination.

3.2.2 Termination for Convenience. Town may terminate performance of the Services under this Contract, in whole or, from time to time, in part, if Town determines termination is in Town's interest. Town shall effect such termination by delivering to Contractor a Notice of Termination specifying the extent of termination and the effective date. After receipt

of a Notice of Termination, and except as directed by the Town, Contractor shall immediately proceed to stop work as specified in the notice and place no further subcontracts or orders. In the event the Town terminates this Contract pursuant to this Section 3.2.2, then in that event the Town agrees to pay for the Services performed prior to the date of termination. Town may terminate this Contract, or any part thereof for its sole convenience, at any time without penalty or recourse.

3.2.3 Termination for Violation of Law. In the event Contractor is in violation of any Federal, State, County or Town law, regulation or ordinance, the Town may terminate this Contract immediately upon giving notice to the Contractor.

3.3 Town's Right to Terminate. The rights and remedies of the Town in this section 3 are in addition to any other rights and remedies provided by law or under this Contract.

3.4 Contract Term. The term of this Contract shall commence on the Effective Date and shall continue for a period of two (2) years thereafter in accordance with the terms and conditions of this Contract. By mutual written contract amendment, the Contract may be extended for an additional period of up to one (1) year. Task Orders may be issued at any time during the term of this Contract. This Contract shall remain in full force and effect during the performance of any Task Order.

#### **4.0 GENERAL TERMS**

4.1 Entire Contract. This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the Services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives of each party.

4.2 Arizona Law. This Contract shall be governed by and construed in accordance with the substantive laws of the State of Arizona, without reference to choice of law or conflicts of laws principles thereof. Any action brought to interpret, enforce or construe any provision of this Contract shall be commenced and maintained in the Superior Court of the State of Arizona in and for the 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 parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this paragraph.

4.3 Modifications. Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

4.4 Assignment. Services covered by this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the Finance Director and Contract Administrator. The Town acknowledges the sub-consultant(s) listed in Exhibit "A" and consents to the use of that sub-consultant.

4.5 Successors and Assigns. This Contract shall extend to and be binding upon Contractor, its successors and assigns, including any individual, company, partnership or other entity with or into which Contractor shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Contractor shall sell its assets.

4.6 Contract Administrator. The Contract Administrator for the Town shall be the Public Works Director or designee. The Contract Administrator shall oversee the execution of this Contract, assist the Contractor in accessing the organization, audit billings, and approve payments. The Contractor shall channel reports and special requests through the Contract Administrator.

4.7 Records and Audit Rights.

4.7.1 Contractor's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the Town to substantiate charges and claims related to this Contract shall be open to inspection and subject to audit and/or reproduction by Town's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the Services, and any invoices, change orders, payments or claims submitted by the Contractor or any of his payees pursuant to the execution of the Contract. The Town's authorized representative shall be afforded access, at reasonable times and places, to all of the Contractor's records and personnel pursuant to the provisions of this section throughout the term of this Contract and for a period of three years after last or final payment.

4.7.2 Contractor shall require all subcontractors, insurance agents, and material suppliers to comply with the provisions of this section by insertion of the requirements hereof in a written contract between Contractor and such subcontractors, insurance agents, and material suppliers.

4.7.3 If an audit in accordance with this section, discloses overcharges, of any nature, by the Contractor to the Town in excess of one percent (1%) of the monthly billings, the actual cost of the Town's audit shall be reimbursed to the Town by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time, not to exceed thirty (30) days from presentation of Town's findings to Contractor.

4.8 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses (including, but not limited to, attorney's fees, court costs, the costs of expert witnesses, transportation, lodging and meal costs of the parties and witnesses, cost of transcript preparation, and other reasonable and necessary direct and incidental costs of such dispute, and the cost of appellate proceedings), determined by the arbitrator or court sitting without a jury, which fees shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

4.9 Ineligible Bidder. The preparer of specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or Contractor on the solicitation for which they prepared the specification.



4.10 Independent Contractor.

4.10.1 The Services Contractor provides under the terms of this Contract to the Town are that of an Independent Contractor, not an employee, or agent of the Town. The Town will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

4.10.2 Town shall not withhold income tax as a deduction from contractual payments. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

4.11 Conflict of Interest. The Town may cancel any Contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the Town's departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when written notice from the Town is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. § 38-511).

4.12 Compliance with Federal and State Laws.

4.12.1 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.

4.12.2 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**").

4.12.3 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.

4.12.4 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.

4.12.5 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.

4.12.6 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.

4.12.7 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.

4.12.8 The provisions of this Section 4.12 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.

4.13 Notices. All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of Contractor:     Wilson & Company, Inc., Engineers & Architects  
  410 N. 44<sup>th</sup> Street, Suite 460  
  Phoenix, AZ 85008  
  Attn: Dan Marum

In the case of Town:            Town of Florence  
  775 N, Main Street  
  PO Box 2670  
  Florence, AZ 85132  
  Attn: Public Works Director

Notices shall be deemed received on date delivered, if delivered by hand, or on the delivery date indicated on receipt if delivered by certified or registered mail.

4.14 Compliance. Contractor shall, without additional expense to the Town, be responsible for obtaining any necessary business licenses for complying with any applicable Federal, State, County and Town laws, codes and regulations in connection with the execution of the Services and this Contract. The responsible party for identifying, applying for, and obtaining permits, including payment of permit fees, required for construction of any work designed by the Contractor will be defined by the individual Task Orders executed under this Contract.

4.15 Taxes. Contractor shall be solely responsible for any and all tax obligations which may result out of the Contractor’s performance of this Contract. The Town shall have no obligation to pay any amounts for taxes, of any type, incurred by the Contractor.

4.16 Advertising. No advertising or publicity concerning the Town using the Contractor’s services shall be undertaken without prior written approval of such advertising or publicity by the Town Contract Administrator. Written approval is required until such time as the project is complete or any adjudication of claims relating to the Services provided herein is complete, whichever occurs later.

4.17 Counterparts. This Contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original, but all of which together shall constitute one and the same instrument, binding on the parties. The parties agree that this Contract may be transmitted between them via facsimile or so called "PDF" signature. The parties intend that faxed or "PDF" signatures constitute original signatures and that a fully collated agreement containing the signatures (original, faxed or PDF) of the parties is binding upon the parties.

4.18 Captions. The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

4.19 Subcontractors. During the performance of the Contract, the Contractor may engage such additional subcontractors as may be required for the timely completion of this Contract. The addition of any Subcontractors shall be subject to the prior approval of the Town. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Contractor. The Town acknowledges the sub-consultant(s) listed in Exhibit "A" and consents to the use of that sub-consultant.

4.20 Indemnification.

4.20.1 To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall indemnify, defend, hold harmless Town of Florence, its Mayor and Council members and its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to damages for personal injury or personal property damage, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expenses, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work or services in the performance of this Contract, including but not limited to, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and subcontractor's employees.

4.20.2 Insurance provisions set forth in this Contract are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this section shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

4.21 Changes in the Services.

4.21.1 The Town may at any time, as the need arises, order changes within the Scope of the Work without invalidating the Contract. If such changes increase or decrease the amount due under the Contract documents, or in the time required for performance of the Services, an equitable adjustment shall be authorized by written Change Order.

4.21.2 The Town will execute a formal Change Order based on detailed written quotations from the Contractor for work related changes and/or a time of completion variance. All Change Orders are subject to the prior written approval by the Town.

4.21.3 Contract Change Orders are subject to the Rules and Procedures within the Town's Procurement Code.

4.22 Alternative Dispute Resolution. If a dispute arises between the parties relating to this Contract, the parties agree to use the following procedure prior to either party pursuing other available remedies:

4.22.1 A meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

4.22.2 If, within 30 days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will jointly appoint a mutually acceptable neutral person not affiliated with either of the parties (the "**neutral**"), seeking assistance in such regard if they have been unable to agree upon such appointment within 40 days from the initial meeting. The fees of the neutral shall be shared equally by the parties.

4.22.3 In consultation with the neutral, the parties will select or devise an alternative dispute resolution procedure ("**ADR**") by which they will attempt to resolve the dispute, and a time and place for the ADR to be held, with the neutral making the decision as to the procedure, and/or place and time (but unless circumstances require otherwise, not later than 60 days after selection of the neutral) if the parties have been unable to agree on any of such matters within 20 days after initial consultation with the neutral.

4.22.4. The parties agree to participate in good faith in the ADR to its conclusion as designated by the neutral. If the parties are not successful in resolving the dispute through the ADR, then the parties may agree to submit the matter to arbitration or a private adjudicator, or either party may seek an adjudicated resolution through the appropriate court.

4.23 Town Provided Information and Services. The Town shall furnish the Contractor available studies, reports and other data pertinent to the Contractor's services; obtain or authorize the Contractor to obtain or provide additional reports and data as required; furnish to the Contractor services of others required for the performance of the Contractor's Services hereunder, and the Contractor shall be entitled to use and rely upon all such information and services provided by the Town or others in performing the Contractor's Services under this Agreement.

4.24 Estimates and Projections. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, the Contractor has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the Contractor makes no warranty that the Town's actual project costs, financial aspects, economic feasibility, or schedules will not vary from the Contractor's opinions, analyses, projections, or estimates.

4.25 Access. The Town shall arrange for access to and make all provisions for the Contractor to enter upon public and private property as required for the Contractor to perform Services hereunder.

4.26 Third Parties. The services to be performed by the Contractor are intended solely for the benefit of the Town. No person or entity not a signatory to this Agreement shall be entitled to rely on the Contractor's performance of its Services hereunder, and no right to assert a claim against the Contractor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Contract or the performance of the Contractor's Services hereunder.

4.27 Time. Time is of the essence of the Contract. If a schedule is set forth in the Contract or any exhibits or Task Orders thereto, Contractor shall strictly comply with said schedule and failure to do so shall be a material breach of the Contract. Contractor shall promptly respond (and in no event more than 10 calendar days after receiving the request) to any requests for approvals, information, or clarification within sufficient time to allow the Town to timely respond to the Contractor or other parties involved in the Services, and so as to not delay the Services.

4.28 Cooperative Use of Contract. In addition to the Town of Florence, and with the approval of the Contractor, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity. Payment for purchases made under this Contract will be the sole responsibility of each eligible political subdivision. The Town shall not be responsible for any disputes arising out of transactions made by others.

4.29 Quality/Special Features. Contractor is responsible, to the extent necessary to perform the Services, at no additional charge to the Town, to fully familiarize itself with the special and/or unique qualities and/or requirements of the Services and the Town. The Town's determination as to the level of quality required and on all aesthetic issues shall be final and binding.

4.30 Use of Documents. Upon execution of the Contract, the Contractor and all engineering professionals and sub-consultants working under or for Contractor, hereby grant to the Town an irrevocable, exclusive, royalty-free perpetual license to reproduce and use any and all data, documents (including electronic documents and files), designs, drawings and specifications prepared or furnished by Contractor pursuant to this Contract (the "Instruments of Service"), for the purposes of construction and completing any Services, including for the use, sales, marketing, repair, maintenance, modification, expansion, remodeling and/or further development of the Services or any portion thereof (including making derivative works from Contractor's Instruments of Service), or for construction of the same type of Services at other locations, by the Town, and others retained by the Town for such purposes. This license shall extend to those parties retained by the Town for such purposes, including other engineering professionals. The license granted hereunder shall include all things included in the definition of "Architectural Works" as used in the U.S. Architectural Works Copyright Protection Act, as amended from time to time. The Contractor shall obtain, in writing, similar non-exclusive licenses from its engineering professionals, and sub-consultants. The license granted hereunder shall survive any termination of the Contract and the completion of Services. Upon completion of the Services and/or termination of the Contract for any reason, Contractor shall deliver to the Town full-sized and usable copies (including any and all CAD and/or computer files) of all data documents, designs, drawings and specifications generated by Contractor, including those generated by any suppliers, subcontractors or sub-consultants. The Town shall retain all rights and ownership of all documents, designs, drawings, specifications, and/or styles

provided to Contractor by the Town in relation to the Contract and the Services, and Contractor shall not utilize any such material in relation to any other work or project.

4.31 Funding. Any contract entered into by the Town, including this Contract and any Task Orders, is subject to funding availability. The fiscal years for the Town are July 1 to June 30<sup>th</sup>. The Town's Council approves all budget requests. If a specific funding request is not approved, the contract, including this Contract and any Task Orders, shall be terminated automatically.

4.32 Construction. The terms and provisions of this Contract 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 Contract shall be interpreted and construed in accordance with their usual and customary meanings, and 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 Contract that ambiguous or conflicting terms or provisions contained in this Contract shall be interpreted or construed against the party whose attorney prepared the executed Contract or earlier draft of the same.

4.33 Survival. All representations and indemnifications by Contractor shall survive the completion, expiration or termination of this Contract.

4.34 Completeness and Accuracy. The Contractor shall be responsible for and shall and hereby does warrant the completeness, accuracy and quality of all Services done pursuant to the Contract including, but not limited to, the work product, reports, survey work, plans, supporting data and special provisions prepared or compiled pursuant to Contractor's obligations under this Contract and any Task Order and shall correct at Contractor's expense all errors or omissions which may be discovered therein. Town's acceptance or approval of the Contractor's Services shall in no way relieve Contractor of any of Contractor's responsibilities hereunder.

4.35 Incorporation by Reference. All exhibits and Task Orders are fully incorporated herein as though set forth at length herein.

4.36 Project Communications/Contract Administrator. The Town's Public Works Director shall be the Contract Administrator designated by the Town. All communications concerning the performance of the Services shall be provided to the designated Contract Administrator. Communications may be exchanged by e-mail upon the written agreement of the Contract Administrator, but e-mail communications are not binding upon the Town and cannot change the terms of the Contract or the scope of Services, or effectuate any change that requires a written change order. The use of e-mails is for information only, and e-mails shall have no legal or binding effect.

## **5.0 INSURANCE**

5.1. General. Contractor agrees to comply with all Town ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by

the State of Arizona (non-admitted insurer) with policies and forms satisfactory to Town of Florence. Failure to maintain insurance as specified may result in termination of this Contract at Town of Florence's option. The Contractor is primarily responsible for the risk management of its Services under this Contract, including but not limited to obtaining and maintaining the required insurance and establishing and maintaining a reasonable risk control and safety program. Town reserves the right to amend the insurance requirements herein at any time during the Contract. The Contractor shall require any and all subcontractors to maintain insurance as required herein naming the Town and Contractor as "Additional Insured" on all insurance policies, except Worker's Compensation and Errors & Omissions Liability, and this shall be reflected on the Certificate of Insurance and Endorsements. The Contractor's insurance coverage shall be primary insurance with respect to all available sources. Coverage provided by the Contractor shall not be limited to the liability assumed under the Indemnification provision of this Contract. To the extent permitted by law, Contractor waives all rights of subrogation or similar rights against Town, its representatives, agents, and employees. All insurance policies, except Workers' Compensation and Errors & Omissions Liability, required by this Contract, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of performance of this Contract, Town of Florence, its Mayor and Council members, agents, representatives, officers, directors, officials and employees as Additional Insureds and shall specify that any insurance coverage carried or self-insurance by the Town, any department or employee shall be excess coverage and not contributory insurance to that provided by Contractor. The Town reserves the right to continue payment of premium for which reimbursements shall be deducted from amounts due or subsequently due the Contractor. The Town reserves the right to require complete copies of all insurance policies and endorsements required by this Contract at any time. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of the Contract.

5.2 No Representation of Coverage Adequacy. By requiring insurance herein, Town of Florence does not represent that coverage and limits will be adequate to protect Contractor. Town of Florence reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract, but Town has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

5.3 Coverage Term. All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Contract is satisfactorily performed, completed and formally accepted by the Town of Florence, unless specified otherwise in this Contract.

5.4 Policy Deductibles and or Self Insured Retentions. The policies set forth in these requirements may provide coverage which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to Town of Florence. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

5.5 Use of Subcontractors. If any of the Services under this Contract is subcontracted in any way, Contractor shall execute written agreement with subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting Town of Florence and Contractor. Contractor shall be responsible for executing the

agreement with subcontractor and obtaining Certificates of Insurance and Endorsements verifying the insurance requirements.

5.6 Evidence of Insurance. Prior to commencing any Services under this Contract, Contractor shall furnish Town of Florence with Certificate(s) of Insurance, or formal Endorsements as required by this Contract, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage and that such coverage and provisions are in full force and effect.

5.7 Required Coverage.

5.7.1 Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations and Contractual Liability Annual Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance limited to, separation of insureds clause. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader to coverage scope than underlying.

5.7.2 Worker's Compensation Insurance. Contractor shall maintain Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the Services under this Contract and shall also maintain 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.

5.7.3 Commercial Auto Coverage. Auto Liability limits of not less than \$1,000,000 each accident, combined Bodily Injury and Property Damage Liability insurance. Certificate to reflect coverage for "Any Auto" or "All Owned, Scheduled, Hired and Non-Owned".

5.7.4 Errors & Omissions Liability Contractor shall maintain Professional Liability Engineering and Consulting insurance covering acts, errors, mistakes, omissions and other acts arising out of Services performed by Contractor, its employees, sub-consultants and agents. Coverage Amount: \$1,000,000 per occurrence/aggregate, unless higher coverage limits are required under the Solicitation documents, or any Task Orders, in which case such higher limits shall apply.

**6.0 SEVERABILITY**

6.1 Severability. If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

IN WITNESS WHEREOF, the Town of Florence by its Mayor, Tom J. Rankin has hereunto subscribed his name this \_\_\_\_ day of \_\_\_\_\_, 2016.



TOWN OF FLORENCE

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

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

Name: \_\_\_\_\_

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

ATTEST:

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

By: Wilson Company, Inc  
Contractor

By: Edward Corona

Name: EDWARD CORONA

Its: VICE PRESIDENT

Approved as Form:

\_\_\_\_\_  
Clifford Mattice, Florence Town Attorney

**Exhibit "A"**  
**Scope of Work/Services**

## **SCOPE OF SERVICES**

### **I. INTRODUCTION**

The Town of Florence is interested in seeking professional and technical services for a broad range of services throughout the Town. The entities selected will work with Town Staff in evaluating and developing strategies as well as implementing projects to improve overall conditions throughout the Town in various departments.

### **II. BACKGROUND**

#### **GENERAL**

The Town of Florence intends to establish an on call list of companies who may be contracted to perform professional and technical services for planning, design, construction management, and inspection services to assist the Town in achieving the goals of the approved Capital Improvement Program (CIP). It is the Town's intent to hire a consultant or consultant team, through the series of task assignments.

Any contract is subject to the approval of the Town Council. All projects are subject to the availability of funding. All contracts will be with the Town of Florence. During the term of the contract, the Town reserves the right to cancel the contract at its sole discretion and/or solicit and contract with other firms on the on call list. The selected firms must carry Professional Errors and Omissions and Liability insurance coverage in accordance with the Town's requirements.

### **III. SCOPE OF WORK**

The Town of Florence is responsible for Town facilities and infrastructure. The Town of Florence CIP program is focused on maximizing Town assets.


The selected firm may be required to perform general engineering and technical services as follows:

1. Project Development Phase. This phase involves those activities required for defining the scope of a project and establishing preliminary requirements including:
  - a. Conferring with the Town of Florence on project requirements, public outreach finances, schedules, early phases of the projects and other pertinent matters, and meeting with other concerned public agencies on matters affecting the project.
  - b. Planning, procuring, and/or preparing necessary surveys, geotechnical engineering investigations, field investigations and architectural and engineering studies required for preliminary design considerations.
  - c. Developing design schematics, sketches, environmental and aesthetic considerations, project recommendations and preliminary layouts and cost estimates.

2. Design Phase. This phase includes all activities required to undertake and accomplish a full and complete project design, including:
  - a. Conducting and attending meetings and design conferences to obtain information and to coordinate or resolve design matters.
  - b. Collecting engineering data and undertaking field investigations; surveying; performing geotechnical engineering studies; and conducting environmental studies.
  - c. Preparing necessary engineering reports and recommendations.
  - d. Preparing detailed plans, specifications and cost estimates.
  - e. Preparing Bid Documents and Evaluating Bids
  - f. Preparing construction safety plans.
  - g. Printing and providing necessary copies of engineering drawings, contract documents, specifications, and reports.
  - h. Obtaining all permits.
  
3. Construction Phase. This includes all activities necessary to oversee construction of the project, including:
  - a. Assisting the Town in advertising and securing submittals, negotiating for construction services, analyzing submittal results, furnishing recommendations on the award of contracts, and preparing contract documents.
  - b. Onsite construction management and/or construction inspection involving the services of part time or full-time resident engineer(s), inspectors(s), or manager(s) during the construction or installation phase of a contractor.
  - c. Providing consultation and advice to the Town during all phases of construction.
  - d. Representing the Town at preconstruction conferences.
  - e. Inspecting work in progress periodically (or full time as deemed necessary) and providing appropriate reports to the Town.
  - f. Reviewing and approving shop and erection drawings submitted by contractors for compliance with design documents.
  - g. Reviewing, analyzing and approving laboratory and mill test reports of materials and equipment.
  - h. Preparing and negotiation of change orders and supplemental agreements.
  - i. Observing or reviewing performance tests required by specifications.
  - j. Preparation of as-builts and record drawings.
  - k. Determining amounts owed to contractors and assisting the Town in the preparation of payment requests.
  - l. Making final inspections and submitting final documents to regulatory agencies.
  
4. Special Services. The development of some projects may involve special activities or studies. Consultants performing special services may be employed directly by the sponsor to implement one or more phases of a project or may be employed by the principal consultant via a subcontract agreement. In certain instances, these

services may be performed by the principal consultant. Some examples of special services that might be employed for the projects include, but are not limited to, the following:

- a. Soils investigations, including core sampling, laboratory tests, related analysis, and reports.
- b. Detailed factory, shop, and/or laboratory inspections of materials and equipment.
- c. Land surveys and topographic maps.
- d. Field and/or construction surveys.
- e. Photogrammetric surveys.
- f. Expert witness testimony in litigation and administrative proceedings involving specific projects.
- g. Project feasibility studies.
- h. Preliminary Engineering Reports and Technical Assistance Studies.
- i. Public information and communications.
- j. Assist the Town in the preparation of necessary applications for local, State, or Federal funding opportunities.
- k. Assist in preparation and updating annual CIP or Infrastructure Improvement Plan.
- l. Preparation of property maps, ALTA Surveys, and Title Research.
- m. Preparation of permit applications and associated proceedings for regulatory agencies.

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u> 12d.</b>
<b>MEETING DATE:</b> October 3, 2016  <b>DEPARTMENT:</b> Public Works Department  <b>STAFF PRESENTER:</b> Christopher A. Salas, Public Works Director  <b>SUBJECT:</b> Professional Services Agreement with Hazen and Sawyer for Utility On-Call Engineering Services		<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:**

Motion to approve the Professional Services Agreement with Hazen and Sawyer, for Utility On-Call Engineering Services in an amount not to exceed \$350,000.

**BACKGROUND/DISCUSSION:**

The purpose of the professional services agreement is to provide the Town with Utility On-Call Engineering Services. Utility engineering services will be funded through the task specific budget line items under the Professional Services line item.

Utility On-Call Engineering Contracts are vital to Public Works completing projects as defined in the Capital Improvement Plan (CIP) or as projects are identified. Without Utility On-Call Engineering contracts staff would have to be involved in writing a project specific Request for Statement of Qualifications (RSOQ), be involved in a selection process, and eventually an award through the Council. This process multiplied by the number of Capital Improvement Projects would require a great deal of time from staff, time which would better be used on the projects.

Staff has identified funding for each of these projects in the current fiscal year CIP or under the Professional Services line item as needed.

**FINANCIAL IMPACT:**

The majority of work to be performed will be on budgeted CIP projects. Any additional task outside of CIP project will be funded through budgeted discipline specific Professional Service line items. The contract is for an amount not to exceed \$350,000.

**STAFF RECOMMENDATION:**

Staff recommends approval of the Professional Services Agreement for Utility On-Call Engineering services with Hazen and Sawyer in an amount not to exceed \$350,000.

**ATTACHMENTS:**

Professional Service Agreement with Hazen and Sawyer  
Scope of Work

**TOWN OF FLORENCE  
ON CALL SERVICES CONTRACT**

THIS ON CALL SERVICES CONTRACT (“**Contract**”), is made and entered into as of September, 2016 (“**Effective Date**”), and is by and between the Town of Florence, a municipal corporation of the State of Arizona (“**Town**”), and Hazen and Sawyer, DPC (“**Contractor**”). The Town and the Contractor may be referred to in this Contract collectively as the “**parties**” and each individually as a “**party**”.

**RECITALS**

**WHEREAS**, the Town desires to contract for On Call engineering services as specified in Exhibit “A”, and individual Task Orders issued by the Town (“**Scope of Work**” or “**Services**”);

**WHEREAS**, Contractor is duly qualified to perform the requested Services;

**WHEREAS**, Contractor has agreed to perform the Services as set forth in Exhibit “A” and as set forth in individual Task Orders issued by the Town attached hereto and incorporated herein;

**WHEREAS**, Contractor agrees that this Contract is entered into by the parties pursuant to the Town’s issuance of a Request for Statement of Qualifications: On Call Engineering Services (OCES-052516) and/or On Call Utility Engineering Services (OCUES-052516) (the “**RSQ**”) and subsequent award by the Town (collectively the “**Solicitation**”) and all terms and conditions of the Solicitation are incorporated by reference into this Contract.

**NOW THEREFORE**, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

**AGREEMENTS**

**1.0 DESCRIPTION, ACCEPTANCE, DOCUMENTATION, PERFORMANCE**

Contractor shall act under the authority and approval of the Contract Administrator for the Town, further named herein, to provide the professional services required by this Contract.

1.1 Service Description. The Contractor shall provide the requested services as set forth in Exhibit “A”, and as set forth in individual Task Orders (collectively the “**Services**”). This Contract includes this agreement, including any attachments, the RSQ and Solicitation documents, and any Task Orders that may be issued as agreed to by the parties to implement the Services requested by the Town. The term Task Order means a specific written agreement between the Town and Contractor for work to be performed under this Contract for an individual, mutually agreed upon scope of work, schedule and price. In response to Task Orders that may be mutually agreed upon and issued periodically by Town, Contractor shall perform the Services, except as may be specified elsewhere in the Contract, which will be defined and further described as to specific project requirements in each Task Order. Contractor shall perform the Services in a good and workmanlike manner with due diligence and, at a minimum, in conformance with generally accepted industry standards and the standard of care for like professionals in the same geographic area. Contractor shall, except as may be specified elsewhere in the Contract, furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management, and perform all operations necessary and required for the engineering services which will be defined and further described as to specific project requirements in each Task Order.



Unless expressly excluded, in writing, in the Contract, the Services shall include any and all services reasonably contemplated, normally included, and necessary to complete the Services set forth in Exhibit "A" or the Task Order(s). Nothing contained herein shall be construed as requiring Town to issue any Task Order, nor requiring Contractor to accept any Task Order, it being the intent that both parties must mutually agree to any specific Services before a Task Order may be issued. The amount paid to Contractor under this Contract, including reimbursable expenses, **shall not exceed \$350,000.00.**

1.2 Performance. Performance of the Services shall be undertaken only upon the issuance of written Task Orders by the Town. Task Orders shall contain: (a) Contract number along with Contractor's name; (b) Task Order number and date; (c) The agreed Services and applicable technical specifications; (d) The agreed period of performance and, if required by Town, a work schedule; (e) The place of performance; (f) The agreed total price for the Services to be performed; (g) Submittal requirements; (h) Town's authorized representative who will accept the completed Services; (i) Signatures by the parties hereto signifying agreement with the specific terms of the Task Order; and (j) Any other information as may be necessary to perform and accept the Services. All Services under the Contract shall be performed in a skillful and workmanlike manner. The Contractor shall be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State and municipal laws, codes, and regulations applicable to the performance of the Services. Contractor shall promptly provide, at no additional cost to the Town, any and all corrections, modifications, additional documents, or other items that may be necessary to correct any errors and/or omissions in the documents, designs, specifications, and/or drawings provided by Contractor. Contractor shall be responsible for coordinating the Services with the Town's Public Works Director and other departments or agencies within the Town, other engineering professionals and other contractors involved in any project under a Task Order. Contractor shall also cooperate with the Town in communicating with, obtaining necessary approvals or permits from, and responding to, any applicable government entity or regulatory agency, including participation in any hearings or meetings. Task Orders may be amended by Town in the same manner as they are issued.

1.3 Acceptance, Documentation.

1.3.1 Each deliverable shall be reviewed and approved by the Public Works Director, or his designee, to determine acceptable completion. Final Completion of the Services shall be deemed to have occurred on the later of the dates that the work passes a final completion inspection and acceptance by the Public Works Director. Final Completion shall not be deemed to have occurred and no final payment shall be due the Contractor or any of its subcontractors or suppliers until the work has passed the Final Completion inspection and acceptance and all required Final Completion close-out documentation items has been produced to the Town by the Contractor.

1.3.2 The Town shall provide all necessary information to the Contractor for timely completion of the tasks specified in Item 1.1 above.

1.3.3 All documents, including but not limited to, data compilations, studies, and/or reports, which are prepared in the performance of this Contract are to be and remain the property of the Town and are to be delivered to the Public Works Director before final payment is made to the Contractor.

## **2.0 FEES, CATEGORIES OF SERVICE, PAYMENTS AND LICENSE**

2.1 Fees. Contractor will be paid within 30 days of the receipt of an itemized invoice. Monthly payment may be made to Contractor on the basis of a progress report prepared and submitted to the Public Works Director by Contractor for the Services completed through the last day of the proceeding calendar month and for the production of the deliverables as described in Exhibit "A", and the individual Task Order approved by the Town. If a dispute over payment arises, and during all claims resolution proceedings, including mediation and arbitration, Contractor shall continue to render the Services in a timely manner. Payment by the Town does not constitute acceptance by the Town of the Services or Contractor's performance, nor does payment constitute a waiver of any rights or claims by the Town.

2.2 Categories of Services. Services means in response to Task Orders, including Exhibit "A", that may be mutually agreed upon and issued periodically by the Town. Contractor shall furnish all necessary work which will be defined and further described as to specific project requirements in each Task Order.

2.3 Payment Approval. Amounts set forth in Sections 1.1, 2.1, Exhibit "A" and individual Task Orders approved by the Town represent the entire amounts payable under this Contract and shall be paid upon the submission of monthly invoices to and approved by the Town. As a necessary precondition to any payment under the Contract, the Town may require Contractor to provide such certifications, lien waivers, and proofs of performance, costs and/or percentage of completion as may be reasonably required by the Town to ensure that payment is then due and owing pursuant to the payment terms set forth in this Contract.

2.4 Business License. Contractor will purchase and maintain a business license with the Town of Florence.

## **3.0 TERM, SCHEDULE AND TERMINATION**

3.1 Project Schedule. The Contractor shall perform the Scope of Work in accordance with the schedule(s) attached in Exhibit "A", and any individual Task Order approved by the Town.

### 3.2 Termination.

3.2.1 Termination for Cause: Town may also terminate this Contract with seven (7) calendar days' prior written notice for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any industry standards and customary practices terms and conditions of this Contract. Unsatisfactory performance as judged by industry standards and customary practices, and failure to provide Town, upon request, with adequate assurances of future performance shall all be causes allowing Town to terminate this Contract for cause. In the event of termination for cause, Town shall not be liable to Contractor for any amount, and Contractor shall be liable to Town for any and all damages sustained by reason of the default which gave rise to the termination.

3.2.2 Termination for Convenience. Town may terminate performance of the Services under this Contract, in whole or, from time to time, in part, if Town determines termination is in Town's interest. Town shall effect such termination by delivering to Contractor a Notice of Termination specifying the extent of termination and the effective date. After receipt of a Notice of Termination, and except as directed by the Town, Contractor shall immediately proceed to stop work as specified in the notice and place no further subcontracts or orders. In the event the Town

terminates this Contract pursuant to this Section 3.2.2, then in that event the Town agrees to pay for the Services performed prior to the date of termination. Town may terminate this Contract, or any part thereof for its sole convenience, at any time without penalty or recourse.

3.2.3 Termination for Violation of Law. In the event Contractor is in violation of any Federal, State, County or Town law, regulation or ordinance, the Town may terminate this Contract immediately upon giving notice to the Contractor.

3.3 Town's Right to Terminate. The rights and remedies of the Town in this section 3 are in addition to any other rights and remedies provided by law or under this Contract.

3.4 Contract Term. The term of this Contract shall commence on the Effective Date and shall continue for a period of two (2) years thereafter in accordance with the terms and conditions of this Contract. By mutual written contract amendment, the Contract may be extended for an additional period of up to one (1) year. Task Orders may be issued at any time during the term of this Contract. This Contract shall remain in full force and effect during the performance of any Task Order.

#### **4.0 GENERAL TERMS**

4.1 Entire Contract. This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the Services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives of each party.

4.2 Arizona Law. This Contract shall be governed by and construed in accordance with the substantive laws of the State of Arizona, without reference to choice of law or conflicts of laws principles thereof. Any action brought to interpret, enforce or construe any provision of this Contract shall be commenced and maintained in the Superior Court of the State of Arizona in and for the 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 parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this paragraph.

4.3 Modifications. Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

4.4 Assignment. Services covered by this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the Finance Director and Contract Administrator. The Town acknowledges the sub-consultant(s) listed in Exhibit "A" and consents to the use of that sub-consultant.

4.5 Successors and Assigns. This Contract shall extend to and be binding upon Contractor, its successors and assigns, including any individual, company, partnership or other entity with or into which Contractor shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Contractor shall sell its assets.

4.6 Contract Administrator. The Contract Administrator for the Town shall be the Public Works Director or designee. The Contract Administrator shall oversee the execution of

this Contract, assist the Contractor in accessing the organization, audit billings, and approve payments. The Contractor shall channel reports and special requests through the Contract Administrator.

#### 4.7 Records and Audit Rights.

4.7.1 Contractor's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the Town to substantiate charges and claims related to this Contract shall be open to inspection and subject to audit and/or reproduction by Town's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the Services, and any invoices, change orders, payments or claims submitted by the Contractor or any of his payees pursuant to the execution of the Contract. The Town's authorized representative shall be afforded access, at reasonable times and places, to all of the Contractor's records and personnel pursuant to the provisions of this section throughout the term of this Contract and for a period of three years after last or final payment.

4.7.2 Contractor shall require all subcontractors, insurance agents, and material suppliers to comply with the provisions of this section by insertion of the requirements hereof in a written contract between Contractor and such subcontractors, insurance agents, and material suppliers.

4.7.3 If an audit in accordance with this section, discloses overcharges, of any nature, by the Contractor to the Town in excess of one percent (1%) of the monthly billings, the actual cost of the Town's audit shall be reimbursed to the Town by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time, not to exceed thirty (30) days from presentation of Town's findings to Contractor.

4.8 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses (including, but not limited to, attorney's fees, court costs, the costs of expert witnesses, transportation, lodging and meal costs of the parties and witnesses, cost of transcript preparation, and other reasonable and necessary direct and incidental costs of such dispute, and the cost of appellate proceedings), determined by the arbitrator or court sitting without a jury, which fees shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

4.9 Ineligible Bidder. The preparer of specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or Contractor on the solicitation for which they prepared the specification.

#### 4.10 Independent Contractor.

4.10.1 The Services Contractor provides under the terms of this Contract to the Town are that of an Independent Contractor, not an employee, or agent of the Town. The Town

will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

4.10.2 Town shall not withhold income tax as a deduction from contractual payments. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

4.11 Conflict of Interest. The Town may cancel any Contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the Town's departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when written notice from the Town is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. § 38-511).

4.12 Compliance with Federal and State Laws.

4.12.1 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.

4.12.2 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**").

4.12.3 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.

4.12.4 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.

4.12.5 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.

4.12.6 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.

4.12.7 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.

4.12.8 The provisions of this Section 4.12 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.

4.13 Notices. All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of Contractor: Hazen and Sawyer  
1400 E. Southern Avenue, Suite 340  
Tempe, AZ 85282  
Attn: Curt Courter

In the case of Town: Town of Florence  
775 N, Main Street  
PO Box 2670  
Florence, AZ 85132  
Attn: Public Works Director

Notices shall be deemed received on date delivered, if delivered by hand, or on the delivery date indicated on receipt if delivered by certified or registered mail.

4.14 Compliance. Contractor shall, without additional expense to the Town, be responsible for obtaining any necessary business licenses for complying with any applicable Federal, State, County and Town laws, codes and regulations in connection with the execution of the Services and this Contract. The responsible party for identifying, applying for, and obtaining permits, including payment of permit fees, required for construction of any work designed by the Contractor will be defined by the individual Task Orders executed under this Contract.

4.15 Taxes. Contractor shall be solely responsible for any and all tax obligations which may result out of the Contractor’s performance of this Contract. The Town shall have no obligation to pay any amounts for taxes, of any type, incurred by the Contractor.

4.16 Advertising. No advertising or publicity concerning the Town using the Contractor’s services shall be undertaken without prior written approval of such advertising or publicity by the Town Contract Administrator. Written approval is required until such time as the project is complete or any adjudication of claims relating to the Services provided herein is complete, whichever occurs later.

4.17 Counterparts. This Contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original, but all of which together shall constitute one and the same instrument, binding on the parties. The parties agree that this Contract may be transmitted between them via facsimile or so called “PDF” signature. The parties intend that faxed or “PDF”

signatures constitute original signatures and that a fully collated agreement containing the signatures (original, faxed or PDF) of the parties is binding upon the parties.

4.18 Captions. The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

4.19 Subcontractors. During the performance of the Contract, the Contractor may engage such additional subcontractors as may be required for the timely completion of this Contract. The addition of any Subcontractors shall be subject to the prior approval of the Town. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Contractor. The Town acknowledges the sub-consultant(s) listed in Exhibit "A" and consents to the use of that sub-consultant.

4.20 Indemnification.

4.20.1 To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall indemnify, defend, hold harmless Town of Florence, its Mayor and Council members and its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to damages for personal injury or personal property damage, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expenses, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work or services in the performance of this Contract, including but not limited to, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and subcontractor's employees.

4.20.2 Insurance provisions set forth in this Contract are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this section shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

4.21 Changes in the Services.

4.21.1 The Town may at any time, as the need arises, order changes within the Scope of the Work without invalidating the Contract. If such changes increase or decrease the amount due under the Contract documents, or in the time required for performance of the Services, an equitable adjustment shall be authorized by written Change Order.

4.21.2 The Town will execute a formal Change Order based on detailed written quotations from the Contractor for work related changes and/or a time of completion variance. All Change Orders are subject to the prior written approval by the Town.

4.21.3 Contract Change Orders are subject to the Rules and Procedures within the Town's Procurement Code.

4.22 Alternative Dispute Resolution. If a dispute arises between the parties relating to this Contract, the parties agree to use the following procedure prior to either party pursuing other available remedies:

4.22.1 A meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

4.22.2 If, within 30 days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will jointly appoint a mutually acceptable neutral person not affiliated with either of the parties (the “neutral”), seeking assistance in such regard if they have been unable to agree upon such appointment within 40 days from the initial meeting. The fees of the neutral shall be shared equally by the parties.

4.22.3 In consultation with the neutral, the parties will select or devise an alternative dispute resolution procedure (“ADR”) by which they will attempt to resolve the dispute, and a time and place for the ADR to be held, with the neutral making the decision as to the procedure, and/or place and time (but unless circumstances require otherwise, not later than 60 days after selection of the neutral) if the parties have been unable to agree on any of such matters within 20 days after initial consultation with the neutral.

4.22.4. The parties agree to participate in good faith in the ADR to its conclusion as designated by the neutral. If the parties are not successful in resolving the dispute through the ADR, then the parties may agree to submit the matter to arbitration or a private adjudicator, or either party may seek an adjudicated resolution through the appropriate court.

4.23 Town Provided Information and Services. The Town shall furnish the Contractor available studies, reports and other data pertinent to the Contractor's services; obtain or authorize the Contractor to obtain or provide additional reports and data as required; furnish to the Contractor services of others required for the performance of the Contractor's Services hereunder, and the Contractor shall be entitled to use and rely upon all such information and services provided by the Town or others in performing the Contractor's Services under this Agreement.

4.24 Estimates and Projections. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, the Contractor has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the Contractor makes no warranty that the Town's actual project costs, financial aspects, economic feasibility, or schedules will not vary from the Contractor's opinions, analyses, projections, or estimates.

4.25 Access. The Town shall arrange for access to and make all provisions for the Contractor to enter upon public and private property as required for the Contractor to perform Services hereunder.

4.26 Third Parties. The services to be performed by the Contractor are intended solely for the benefit of the Town. No person or entity not a signatory to this Agreement shall be entitled to rely on the Contractor's performance of its Services hereunder, and no right to assert a claim



against the Contractor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Contract or the performance of the Contractor's Services hereunder.

4.27 Time. Time is of the essence of the Contract. If a schedule is set forth in the Contract or any exhibits or Task Orders thereto, Contractor shall strictly comply with said schedule and failure to do so shall be a material breach of the Contract. Contractor shall promptly respond (and in no event more than 10 calendar days after receiving the request) to any requests for approvals, information, or clarification within sufficient time to allow the Town to timely respond to the Contractor or other parties involved in the Services, and so as to not delay the Services.

4.28 Cooperative Use of Contract. In addition to the Town of Florence, and with the approval of the Contractor, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity. Payment for purchases made under this Contract will be the sole responsibility of each eligible political subdivision. The Town shall not be responsible for any disputes arising out of transactions made by others.

4.29 Quality/Special Features. Contractor is responsible, to the extent necessary to perform the Services, at no additional charge to the Town, to fully familiarize itself with the special and/or unique qualities and/or requirements of the Services and the Town. The Town's determination as to the level of quality required and on all aesthetic issues shall be final and binding.

4.30 Use of Documents. Upon execution of the Contract, the Contractor and all engineering professionals and sub-consultants working under or for Contractor, hereby grant to the Town an irrevocable, exclusive, royalty-free perpetual license to reproduce and use any and all data, documents (including electronic documents and files), designs, drawings and specifications prepared or furnished by Contractor pursuant to this Contract (the "Instruments of Service"), for the purposes of construction and completing any Services, including for the use, sales, marketing, repair, maintenance, modification, expansion, remodeling and/or further development of the Services or any portion thereof (including making derivative works from Contractor's Instruments of Service), or for construction of the same type of Services at other locations, by the Town, and others retained by the Town for such purposes. This license shall extend to those parties retained by the Town for such purposes, including other engineering professionals. The license granted hereunder shall include all things included in the definition of "Architectural Works" as used in the U.S. Architectural Works Copyright Protection Act, as amended from time to time. The Contractor shall obtain, in writing, similar non-exclusive licenses from its engineering professionals, and sub-consultants. The license granted hereunder shall survive any termination of the Contract and the completion of Services. Upon completion of the Services and/or termination of the Contract for any reason, Contractor shall deliver to the Town full-sized and usable copies (including any and all CAD and/or computer files) of all data documents, designs, drawings and specifications generated by Contractor, including those generated by any suppliers, subcontractors or sub-consultants. The Town shall retain all rights and ownership of all documents, designs, drawings, specifications, and/or styles provided to Contractor by the Town in relation to the Contract and the Services, and Contractor shall not utilize any such material in relation to any other work or project.

4.31 Funding. Any contract entered into by the Town, including this Contract and any Task Orders, is subject to funding availability. The fiscal years for the Town are July 1 to June 30<sup>th</sup>. The Town's Council approves all budget requests. If a specific funding request is not

approved, the contract, including this Contract and any Task Orders, shall be terminated automatically.

4.32 Construction. The terms and provisions of this Contract 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 Contract shall be interpreted and construed in accordance with their usual and customary meanings, and 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 Contract that ambiguous or conflicting terms or provisions contained in this Contract shall be interpreted or construed against the party whose attorney prepared the executed Contract or earlier draft of the same.

4.33 Survival. All representations and indemnifications by Contractor shall survive the completion, expiration or termination of this Contract.

4.34 Completeness and Accuracy. The Contractor shall be responsible for and shall and hereby does warrant the completeness, accuracy and quality of all Services done pursuant to the Contract including, but not limited to, the work product, reports, survey work, plans, supporting data and special provisions prepared or compiled pursuant to Contractor's obligations under this Contract and any Task Order and shall correct at Contractor's expense all errors or omissions which may be discovered therein. Town's acceptance or approval of the Contractor's Services shall in no way relieve Contractor of any of Contractor's responsibilities hereunder.

4.35 Incorporation by Reference. All exhibits and Task Orders are fully incorporated herein as though set forth at length herein.

4.36 Project Communications/Contract Administrator. The Town's Public Works Director shall be the Contract Administrator designated by the Town. All communications concerning the performance of the Services shall be provided to the designated Contract Administrator. Communications may be exchanged by e-mail upon the written agreement of the Contract Administrator, but e-mail communications are not binding upon the Town and cannot change the terms of the Contract or the scope of Services, or effectuate any change that requires a written change order. The use of e-mails is for information only, and e-mails shall have no legal or binding effect.

## **5.0 INSURANCE**

5.1. General. Contractor agrees to comply with all Town ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to Town of Florence. Failure to maintain insurance as specified may result in termination of this Contract at Town of Florence's option. The Contractor is primarily responsible for the risk management of its Services under this Contract, including but not limited to obtaining and maintaining the required insurance and establishing and maintaining a reasonable risk control and safety program. Town reserves the right to amend the insurance requirements herein at any time during the Contract. The Contractor shall require any and all subcontractors to maintain insurance as required herein

naming the Town and Contractor as “Additional Insured” on all insurance policies, except Worker’s Compensation and Errors & Omissions Liability, and this shall be reflected on the Certificate of Insurance and Endorsements. The Contractor’s insurance coverage shall be primary insurance with respect to all available sources. Coverage provided by the Contractor shall not be limited to the liability assumed under the Indemnification provision of this Contract. To the extent permitted by law, Contractor waives all rights of subrogation or similar rights against Town, its representatives, agents, and employees. All insurance policies, except Workers’ Compensation and Errors & Omissions Liability, required by this Contract, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of performance of this Contract, Town of Florence, its Mayor and Council members, agents, representatives, officers, directors, officials and employees as Additional Insureds and shall specify that any insurance coverage carried or self-insurance by the Town, any department or employee shall be excess coverage and not contributory insurance to that provided by Contractor. The Town reserves the right to continue payment of premium for which reimbursements shall be deducted from amounts due or subsequently due the Contractor. The Town reserves the right to require complete copies of all insurance policies and endorsements required by this Contract at any time. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of the Contract.

5.2 No Representation of Coverage Adequacy. By requiring insurance herein, Town of Florence does not represent that coverage and limits will be adequate to protect Contractor. Town of Florence reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract, but Town has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

5.3 Coverage Term. All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Contract is satisfactorily performed, completed and formally accepted by the Town of Florence, unless specified otherwise in this Contract.

5.4 Policy Deductibles and or Self Insured Retentions. The policies set forth in these requirements may provide coverage which contain deductibles or self-insured retention amounts. Such deductibles or self- insured retention shall not be applicable with respect to the policy limits provided to Town of Florence. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

5.5 Use of Subcontractors. If any of the Services under this Contract is subcontracted in any way, Contractor shall execute written agreement with subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting Town of Florence and Contractor. Contractor shall be responsible for executing the agreement with subcontractor and obtaining Certificates of Insurance and Endorsements verifying the insurance requirements.

5.6 Evidence of Insurance. Prior to commencing any Services under this Contract, Contractor shall furnish Town of Florence with Certificate(s) of Insurance, or formal Endorsements as required by this Contract, issued by Contractor’s insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage’s, conditions, and limits of coverage and that such coverage and provisions are in full force and effect.

5.7 Required Coverage.

5.7.1 Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations and Contractual Liability Annual Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance limited to, separation of insureds clause. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader to coverage scope than underlying.

5.7.2 Worker's Compensation Insurance. Contractor shall maintain Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the Services under this Contract and shall also maintain 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.

5.7.3 Commercial Auto Coverage. Auto Liability limits of not less than \$1,000,000 each accident, combined Bodily Injury and Property Damage Liability insurance. Certificate to reflect coverage for "Any Auto" or "All Owned, Scheduled, Hired and Non-Owned".

5.7.4 Errors & Omissions Liability Contractor shall maintain Professional Liability Engineering and Consulting insurance covering acts, errors, mistakes, omissions and other acts arising out of Services performed by Contractor, its employees, sub-consultants and agents. Coverage Amount: \$1,000,000 per occurrence/aggregate, unless higher coverage limits are required under the Solicitation documents, or any Task Orders, in which case such higher limits shall apply.

**6.0 SEVERABILITY**

6.1 Severability. If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

IN WITNESS WHEREOF, the Town of Florence by its Mayor, Tom J. Rankin has hereunto subscribed his name this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

TOWN OF FLORENCE

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

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

Name: \_\_\_\_\_

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

ATTEST:

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

By: Hazen and Sawyer  
Contractor

By: 

Name: Kevin L. Alexander, PE

Its: Vice President

By: 

Name: Curtis D. Courter, PE

Its: Senior Associate

Approved as Form:

Clifford Mattice, Florence Town Attorney

**Exhibit "A"**  
**Scope of Work/Services**

## **SCOPE OF SERVICES**

### **I. INTRODUCTION**

The Town of Florence is interested in seeking professional and technical services for a broad range of services throughout the Town. The entities selected will work with Town Staff in evaluating and developing strategies as well as implementing projects to improve overall conditions throughout the Town in various departments.

### **II. BACKGROUND**

#### **GENERAL**

The Town of Florence intends to establish an on call list of companies who may be contracted to perform professional and technical services for planning, design, construction management, and inspection services to assist the Town in achieving the goals of the approved Capital Improvement Program (CIP). It is the Town's intent to hire a consultant or consultant team, through the series of task assignments.

Any contract is subject to the approval of the Town Council. All projects are subject to the availability of funding. All contracts will be with the Town of Florence. During the term of the contract, the Town reserves the right to cancel the contract at its sole discretion and/or solicit and contract with other firms on the on call list. The selected firms must carry Professional Errors and Omissions and Liability insurance coverage in accordance with the Town's requirements.

### **III. SCOPE OF WORK**

The Town of Florence is responsible for Town facilities and infrastructure. The Town of Florence CIP program is focused on maximizing Town assets.

The selected firm may be required to perform general engineering and technical services as follows:


1. Project Development Phase. This phase involves those activities required for defining the scope of a project and establishing preliminary requirements including:
  - a. Conferring with the Town of Florence on project requirements, public outreach finances, schedules, early phases of the projects and other pertinent matters, and meeting with other concerned public agencies on matters affecting the project.
  - b. Planning, procuring, and/or preparing necessary surveys, geotechnical engineering investigations, field investigations and architectural and engineering studies required for preliminary design considerations.
  - c. Developing design schematics, sketches, environmental and aesthetic considerations, project recommendations and preliminary layouts and cost estimates.

2. Design Phase. This phase includes all activities required to undertake and accomplish a full and complete project design, including:
  - a. Conducting and attending meetings and design conferences to obtain information and to coordinate or resolve design matters.
  - b. Collecting engineering data and undertaking field investigations; surveying; performing geotechnical engineering studies; and conducting environmental studies.
  - c. Preparing necessary engineering reports and recommendations.
  - d. Preparing detailed plans, specifications and cost estimates.
  - e. Preparing Bid Documents and Evaluating Bids
  - f. Preparing construction safety plans.
  - g. Printing and providing necessary copies of engineering drawings, contract documents, specifications, and reports.
  - h. Obtaining all permits.
  
3. Construction Phase. This includes all activities necessary to oversee construction of the project, including:
  - a. Assisting the Town in advertising and securing submittals, negotiating for construction services, analyzing submittal results, furnishing recommendations on the award of contracts, and preparing contract documents.
  - b. Onsite construction management and/or construction inspection involving the services of part time or full-time resident engineer(s), inspectors(s), or manager(s) during the construction or installation phase of a contractor.
  - c. Providing consultation and advice to the Town during all phases of construction.
  - d. Representing the Town at preconstruction conferences.
  - e. Inspecting work in progress periodically (or full time as deemed necessary) and providing appropriate reports to the Town.
  - f. Reviewing and approving shop and erection drawings submitted by contractors for compliance with design documents.
  - g. Reviewing, analyzing and approving laboratory and mill test reports of materials and equipment.
  - h. Preparing and negotiation of change orders and supplemental agreements.
  - i. Observing or reviewing performance tests required by specifications.
  - j. Preparation of as-builts and record drawings.
  - k. Determining amounts owed to contractors and assisting the Town in the preparation of payment requests.
  - l. Making final inspections and submitting final documents to regulatory agencies.
  
4. Special Services. The development of some projects may involve special activities or studies. Consultants performing special services may be employed directly by the sponsor to implement one or more phases of a project or may be employed by the principal consultant via a subcontract agreement. In certain instances, these



services may be performed by the principal consultant. Some examples of special services that might be employed for the projects include, but are not limited to, the following:

- a. Soils investigations, including core sampling, laboratory tests, related analysis, and reports.
- b. Detailed factory, shop, and/or laboratory inspections of materials and equipment.
- c. Land surveys and topographic maps.
- d. Field and/or construction surveys.
- e. Photogrammetric surveys.
- f. Expert witness testimony in litigation and administrative proceedings involving specific projects.
- g. Project feasibility studies.
- h. Preliminary Engineering Reports and Technical Assistance Studies.
- i. Public information and communications.
- j. Assist the Town in the preparation of necessary applications for local, State, or Federal funding opportunities.
- k. Assist in preparation and updating annual CIP or Infrastructure Improvement Plan.
- l. Preparation of property maps, ALTA Surveys, and Title Research.
- m. Preparation of permit applications and associated proceedings for regulatory agencies.

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u></b> <b>12e.</b>
<b>MEETING DATE:</b> October 3, 2016  <b>DEPARTMENT:</b> Public Works Department  <b>STAFF PRESENTER:</b> Christopher A. Salas, Public Works Director  <b>SUBJECT:</b> Professional Services Agreement with Water Works Engineers, LLC, for Utility On-Call Engineering Services		<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:**

Motion to approve the Professional Services Agreement with Water Works Engineers, LLC, for Utility On-Call Engineering Services, in an amount not to exceed \$350,000.

**BACKGROUND/DISCUSSION:**

The purpose of the professional services agreement is to provide the Town with Utility On-Call Engineering Services. Utility engineering services will be funded through the task specific budget line items under the Professional Services line item.

Utility On-Call Engineering Contracts are vital to Public Works completing projects as defined in the Capital Improvement Plan (CIP) or as projects are identified. Without Utility On-Call Engineering contracts staff would have to be involved in writing a project specific Request for Statement of Qualifications (RSOQ), be involved in a selection process, and eventually an award through the Council. This process multiplied by the number of Capital Improvement Projects would require a great deal of time from staff, time which would better be used on the projects.

Staff has identified funding for each of these projects in the current fiscal year CIP or under the Professional Services line item as needed.

**FINANCIAL IMPACT:**

The majority of work to be performed will be on budgeted CIP projects. Any additional task outside of CIP project will be funded through budgeted discipline specific Professional Service line items.

**STAFF RECOMMENDATION:**

Staff recommends approval of the Professional Services Agreement for Utility On-Call Engineering services with Water Works Engineers, LLC, in an amount not to exceed \$350,000.

**ATTACHMENTS:**

Professional Service Agreement with Water Works Engineers, LLC.  
Scope of Work

**TOWN OF FLORENCE  
ON CALL SERVICES CONTRACT**

THIS ON CALL SERVICES CONTRACT ("**Contract**"), is made and entered into as of August\_\_\_\_\_, 2016 ("Effective Date"), and is by and between the Town of Florence, a municipal corporation of the State of Arizona ("**Town**"), and Water Works Engineers, LLC ("**Contractor**"). The Town and the Contractor may be referred to in this Contract collectively as the "parties" and each individually as a "party".

**RECITALS**

**WHEREAS**, the Town desires to contract for On Call engineering services as specified in Exhibit "A", and individual Task Orders issued by the Town ("**Scope of Work**" or "**Services**");

**WHEREAS**, Contractor is duly qualified to perform the requested Services;

**WHEREAS**, Contractor has agreed to perform the Services as set forth in Exhibit "A" and as set forth in individual Task Orders issued by the Town attached hereto and incorporated herein;

**WHEREAS**, Contractor agrees that this Contract is entered into by the parties pursuant to the Town's issuance of a Request for Statement of Qualifications: On Call Engineering Services (OCES-052516) and/or On Call Utility Engineering Services (OCUES-052516) (the "RSQ") and subsequent award by the Town (collectively the "Solicitation") and all terms and conditions of the Solicitation are incorporated by reference into this Contract.

**NOW THEREFORE**, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

**AGREEMENTS**

**1.0 DESCRIPTION, ACCEPTANCE, DOCUMENTATION, PERFORMANCE**

Contractor shall act under the authority and approval of the Contract Administrator for the Town, further named herein, to provide the professional services required by this Contract.

1.1 Service Description. The Contractor shall provide the requested services as set forth in Exhibit "A", and as set forth in individual Task Orders (collectively the "Services"). This Contract includes this agreement, including any attachments, the RSQ and Solicitation documents, and any Task Orders that may be issued as agreed to by the parties to implement the Services requested by the Town. The term Task Order means a specific written agreement between the Town and Contractor for work to be performed under this Contract for an individual, mutually agreed upon scope of work, schedule and price. In response to Task Orders that may be mutually agreed upon and issued periodically by Town, Contractor shall perform the Services, except as may be specified elsewhere in the Contract, which will be defined and further described as to specific project requirements in each Task Order. Contractor shall perform the Services in a good and workmanlike manner with due diligence and, at a minimum, in conformance with generally accepted industry standards and the standard of care for like professionals in the same geographic area. Contractor shall, except as may be specified elsewhere in the Contract, furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management, and perform all operations necessary and required for the engineering services which will be defined and further described as to specific project requirements in each Task Order.

Unless expressly excluded, in writing, in the Contract, the Services shall include any and all services reasonably contemplated, normally included, and necessary to complete the Services set forth in Exhibit "A" or the Task Order(s). Nothing contained herein shall be construed as requiring Town to issue any Task Order, nor requiring Contractor to accept any Task Order, it being the intent that both parties must mutually agree to any specific Services before a Task Order may be issued. The amount paid to Contractor under this Contract, including reimbursable expenses, shall not exceed \$500,000.00.

1.2 Performance. Performance of the Services shall be undertaken only upon the issuance of written Task Orders by the Town. Task Orders shall contain: (a) Contract number along with Contractor's name; (b) Task Order number and date; (c) The agreed Services and applicable technical specifications; (d) The agreed period of performance and, if required by Town, a work schedule; (e) The place of performance; (f) The agreed total price for the Services to be performed; (g) Submittal requirements; (h) Town's authorized representative who will accept the completed Services; (i) Signatures by the parties hereto signifying agreement with the specific terms of the Task Order; and (j) Any other information as may be necessary to perform and accept the Services. All Services under the Contract shall be performed in a skillful and workmanlike manner. The Contractor shall be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State and municipal laws, codes, and regulations applicable to the performance of the Services. Contractor shall promptly provide, at no additional cost to the Town, any and all corrections, modifications, additional documents, or other items that may be necessary to correct any errors and/or omissions in the documents, designs, specifications, and/or drawings provided by Contractor. Contractor shall be responsible for coordinating the Services with the Town's Public Works Director and other departments or agencies within the Town, other engineering professionals and other contractors involved in any project under a Task Order. Contractor shall also cooperate with the Town in communicating with, obtaining necessary approvals or permits from, and responding to, any applicable government entity or regulatory agency, including participation in any hearings or meetings. Task Orders may be amended by Town in the same manner as they are issued.

1.3 Acceptance, Documentation.

1.3.1 Each deliverable shall be reviewed and approved by the Public Works Director, or his designee, to determine acceptable completion. Final Completion of the Services shall be deemed to have occurred on the later of the dates that the work passes a final completion inspection and acceptance by the Public Works Director. Final Completion shall not be deemed to have occurred and no final payment shall be due the Contractor or any of its subcontractors or suppliers until the work has passed the Final Completion inspection and acceptance and all required Final Completion close-out documentation items has been produced to the Town by the Contractor.

1.3.2 The Town shall provide all necessary information to the Contractor for timely completion of the tasks specified in Item 1.1 above.

1.3.3 All documents, including but not limited to, data compilations, studies, and/or reports, which are prepared in the performance of this Contract are to be and remain the property of the Town and are to be delivered to the Public Works Director before final payment is made to the Contractor.

## **2.0 FEES, CATEGORIES OF SERVICE, PAYMENTS AND LICENSE**

2.1 Fees. Contractor will be paid within 30 days of the receipt of an itemized invoice. Monthly payment may be made to Contractor on the basis of a progress report prepared and submitted to the Public Works Director by Contractor for the Services completed through the last day of the proceeding calendar month and for the production of the deliverables as described in Exhibit "A", and the individual Task Order approved by the Town. If a dispute over payment arises, and during all claims resolution proceedings, including mediation and arbitration, Contractor shall continue to render the Services in a timely manner. Payment by the Town does not constitute acceptance by the Town of the Services or Contractor's performance, nor does payment constitute a waiver of any rights or claims by the Town.

2.2 Categories of Services. Services means in response to Task Orders, including Exhibit "A", that may be mutually agreed upon and issued periodically by the Town. Contractor shall furnish all necessary work which will be defined and further described as to specific project requirements in each Task Order.

2.3 Payment Approval. Amounts set forth in Sections 1.1, 2.1, Exhibit "A" and individual Task Orders approved by the Town represent the entire amounts payable under this Contract and shall be paid upon the submission of monthly invoices to and approved by the Town. As a necessary precondition to any payment under the Contract, the Town may require Contractor to provide such certifications, lien waivers, and proofs of performance, costs and/or percentage of completion as may be reasonably required by the Town to ensure that payment is then due and owing pursuant to the payment terms set forth in this Contract.

2.4 Business License. Contractor will purchase and maintain a business license with the Town of Florence.

## **3.0 TERM, SCHEDULE AND TERMINATION**

3.1 Project Schedule. The Contractor shall perform the Scope of Work in accordance with the schedule(s) attached in Exhibit "A", and any individual Task Order approved by the Town.

### **3.2 Termination**

3.2.1 Termination for Cause: Town may also terminate this Contract with seven (7) calendar days' prior written notice for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any industry standards and customary practices terms and conditions of this Contract. Unsatisfactory performance as judged by industry standards and customary practices, and failure to provide Town, upon request, with adequate assurances of future performance shall all be causes allowing Town to terminate this Contract for cause. In the event of termination for cause, Town shall not be liable to Contractor for any amount, and Contractor shall be liable to Town for any and all damages sustained by reason of the default which gave rise to the termination.

3.2.2 Termination for Convenience. Town may terminate performance of the Services under this Contract, in whole or, from time to time, in part, if Town determines termination is in Town's interest. Town shall effect such termination by delivering to Contractor a Notice of Termination specifying the extent of termination and the effective date. After receipt of a Notice of Termination, and except as directed by the Town, Contractor shall immediately proceed to stop work as specified in the notice and place no further subcontracts or orders. In the event the Town

terminates this Contract pursuant to this Section 3.2.2, then in that event the Town agrees to pay for the Services performed prior to the date of termination. Town may terminate this Contract, or any part thereof for its sole convenience, at any time without penalty or recourse.

3.2.3 Termination for Violation of Law. In the event Contractor is in violation of any Federal, State, County or Town law, regulation or ordinance, the Town may terminate this Contract immediately upon giving notice to the Contractor.

3.3 Town's Right to Terminate. The rights and remedies of the Town in this section 3 are in addition to any other rights and remedies provided by law or under this Contract.

3.4 Contract Term. The term of this Contract shall commence on the Effective Date and shall continue for a period of two (2) years thereafter in accordance with the terms and conditions of this Contract. By mutual written contract amendment, the Contract may be extended for an additional period of up to one (1) year. Task Orders may be issued at any time during the term of this Contract. This Contract shall remain in full force and effect during the performance of any Task Order.

#### **4.0 GENERAL TERMS**

4.1 Entire Contract. This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the Services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives of each party.

4.2 Arizona Law. This Contract shall be governed by and construed in accordance with the substantive laws of the State of Arizona, without reference to choice of law or conflicts of laws principles thereof. Any action brought to interpret, enforce or construe any provision of this Contract shall be commenced and maintained in the Superior Court of the State of Arizona in and for the 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 parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this paragraph.

4.3 Modifications. Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

4.4 Assignment. Services covered by this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the Finance Director and Contract Administrator. The Town acknowledges the sub-consultant(s) listed in Exhibit "A" and consents to the use of that sub-consultant.

4.5 Successors and Assigns. This Contract shall extend to and be binding upon Contractor, its successors and assigns, including any individual, company, partnership or other entity with or into which Contractor shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Contractor shall sell its assets.

4.6 Contract Administrator. The Contract Administrator for the Town shall be the Public Works Director or designee. The Contract Administrator shall oversee the execution of

this Contract, assist the Contractor in accessing the organization, audit billings, and approve payments. The Contractor shall channel reports and special requests through the Contract Administrator.

4.7 Records and Audit Rights.

4.7.1 Contractor's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the Town to substantiate charges and claims related to this Contract shall be open to inspection and subject to audit and/or reproduction by Town's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the Services, and any invoices, change orders, payments or claims submitted by the Contractor or any of his payees pursuant to the execution of the Contract. The Town's authorized representative shall be afforded access, at reasonable times and places, to all of the Contractor's records and personnel pursuant to the provisions of this section throughout the term of this Contract and for a period of three years after last or final payment.

4.7.2 Contractor shall require all subcontractors, insurance agents, and material suppliers to comply with the provisions of this section by insertion of the requirements hereof in a written contract between Contractor and such subcontractors, insurance agents, and material suppliers.

4.7.3 If an audit in accordance with this section, discloses overcharges, of any nature, by the Contractor to the Town in excess of one percent (1%) of the monthly billings, the actual cost of the Town's audit shall be reimbursed to the Town by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time, not to exceed thirty (30) days from presentation of Town's findings to Contractor.

4.8 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses (including, but not limited to, attorney's fees, court costs, the costs of expert witnesses, transportation, lodging and meal costs of the parties and witnesses, cost of transcript preparation, and other reasonable and necessary direct and incidental costs of such dispute, and the cost of appellate proceedings), determined by the arbitrator or court sitting without a jury, which fees shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

4.9 Ineligible Bidder. The preparer of specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or Contractor on the solicitation for which they prepared the specification.

4.10 Independent Contractor.

4.10.1 The Services Contractor provides under the terms of this Contract to the Town are that of an Independent Contractor, not an employee, or agent of the Town. The Town



will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

4.10.2 Town shall not withhold income tax as a deduction from contractual payments. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

4.11 Conflict of Interest. The Town may cancel any Contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the Town's departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when written notice from the Town is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. § 38-511).

4.12 Compliance with Federal and State Laws.

4.12.1 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.

4.12.2 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**").

4.12.3 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.

4.12.4 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.

4.12.5 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.

4.12.6 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.

4.12.7 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.

4.12.8 The provisions of this Section 4.12 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.

4.13 Notices. All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of Contractor:

Water Works Engineers  
7580 N. Dobson Rd. #200  
Scottsdale, AZ 85256  
Attn: John Mathe

In the case of Town:

Town of Florence  
775 N, Main Street  
PO Box 2670  
Florence, AZ 85132  
Attn: Public Works Director

Notices shall be deemed received on date delivered, if delivered by hand, or on the delivery date indicated on receipt if delivered by certified or registered mail.

4.14 Compliance. Contractor shall, without additional expense to the Town, be responsible for obtaining any necessary licenses and permits and for complying with any applicable Federal, State, County and Town laws, codes and regulations in connection with the execution of the Services and this Contract.

4.15 Taxes. Contractor shall be solely responsible for any and all tax obligations which may result out of the Contractor's performance of this Contract. The Town shall have no obligation to pay any amounts for taxes, of any type, incurred by the Contractor.

4.16 Advertising. No advertising or publicity concerning the Town using the Contractor's services shall be undertaken without prior written approval of such advertising or publicity by the Town Contract Administrator. Written approval is required until such time as the project is complete or any adjudication of claims relating to the Services provided herein is complete, whichever occurs later.

4.17 Counterparts. This Contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original, but all of which together shall constitute one and the same instrument, binding on the parties. The parties agree that this Contract may be transmitted between them via facsimile or so called "PDF" signature. The parties intend that faxed or "PDF" signatures constitute original signatures and that a fully collated agreement containing the signatures (original, faxed or PDF) of the parties is binding upon the parties.

4.18 Captions. The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

4.19 Subcontractors. During the performance of the Contract, the Contractor may engage such additional subcontractors as may be required for the timely completion of this Contract. The addition of any Subcontractors shall be subject to the prior approval of the Town. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Contractor. The Town acknowledges the sub-consultant(s) listed in Exhibit "A" and consents to the use of that sub-consultant.

4.20 Indemnification.

4.20.1 To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall indemnify, defend, hold harmless Town of Florence, its Mayor and Council members and its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to damages for personal injury or personal property damage, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expenses, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work or services in the performance of this Contract, including but not limited to, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and subcontractor's employees.

4.20.2 Insurance provisions set forth in this Contract are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this section shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

4.21 Changes in the Services.

4.21.1 The Town may at any time, as the need arises, order changes within the Scope of the Work without invalidating the Contract. If such changes increase or decrease the amount due under the Contract documents, or in the time required for performance of the Services, an equitable adjustment shall be authorized by written Change Order.

4.21.2 The Town will execute a formal Change Order based on detailed written quotations from the Contractor for work related changes and/or a time of completion variance. All Change Orders are subject to the prior written approval by the Town.

4.21.3 Contract Change Orders are subject to the Rules and Procedures within the Town's Procurement Code.

4.22 Alternative Dispute Resolution. If a dispute arises between the parties relating to this Contract, the parties agree to use the following procedure prior to either party pursuing other available remedies:

4.22.1 A meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

4.22.2 If, within 30 days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will jointly appoint a mutually acceptable neutral person not affiliated with either of the parties (the "neutral"), seeking assistance in such regard if they have been unable to agree upon such appointment within 40 days from the initial meeting. The fees of the neutral shall be shared equally by the parties.

4.22.3 In consultation with the neutral, the parties will select or devise an alternative dispute resolution procedure ("ADR") by which they will attempt to resolve the dispute, and a time and place for the ADR to be held, with the neutral making the decision as to the procedure, and/or place and time (but unless circumstances require otherwise, not later than 60 days after selection of the neutral) if the parties have been unable to agree on any of such matters within 20 days after initial consultation with the neutral.

4.22.4. The parties agree to participate in good faith in the ADR to its conclusion as designated by the neutral. If the parties are not successful in resolving the dispute through the ADR, then the parties may agree to submit the matter to arbitration or a private adjudicator, or either party may seek an adjudicated resolution through the appropriate court.

4.23 Town Provided Information and Services. The Town shall furnish the Contractor available studies, reports and other data pertinent to the Contractor's services; obtain or authorize the Contractor to obtain or provide additional reports and data as required; furnish to the Contractor services of others required for the performance of the Contractor's Services hereunder, and the Contractor shall be entitled to use and rely upon all such information and services provided by the Town or others in performing the Contractor's Services under this Agreement.

4.24 Estimates and Projections. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, the Contractor has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the Contractor makes no warranty that the Town's actual project costs, financial aspects, economic feasibility, or schedules will not vary from the Contractor's opinions, analyses, projections, or estimates.

4.25 Access. The Town shall arrange for access to and make all provisions for the Contractor to enter upon public and private property as required for the Contractor to perform Services hereunder.

4.26 Third Parties. The services to be performed by the Contractor are intended solely for the benefit of the Town. No person or entity not a signatory to this Agreement shall be entitled to rely on the Contractor's performance of its Services hereunder, and no right to assert a claim against the Contractor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Contract or the performance of the Contractor's Services hereunder.

4.27 Time. Time is of the essence of the Contract. If a schedule is set forth in the Contract or any exhibits or Task Orders thereto, Contractor shall strictly comply with said schedule

and failure to do so shall be a material breach of the Contract. Contractor shall promptly respond (and in no event more than 10 calendar days after receiving the request) to any requests for approvals, information, or clarification within sufficient time to allow the Town to timely respond to the Contractor or other parties involved in the Services, and so as to not delay the Services.

4.28 Taxes. Contractor shall be solely responsible for any and all tax obligations which may result out of the Contractor's performance of the Contract. The Town shall have no obligation to pay any amounts for taxes, of any type, incurred by the Contractor.

4.29 Quality/Special Features. Contractor is responsible, to the extent necessary to perform the Services, at no additional charge to the Town, to fully familiarize itself with the special and/or unique qualities and/or requirements of the Services and the Town. The Town's determination as to the level of quality required and on all aesthetic issues shall be final and binding.

4.30 Use of Documents. Upon execution of the Contract, the Contractor and all engineering professionals and sub-consultants working under or for Contractor, hereby grant to the Town an irrevocable, exclusive, royalty-free perpetual license to reproduce and use any and all data, documents (including electronic documents and files), designs, drawings and specifications prepared or furnished by Contractor pursuant to this Contract (the "Instruments of Service"), for the purposes of construction and completing any Services, including for the use, sales, marketing, repair, maintenance, modification, expansion, remodeling and/or further development of the Services or any portion thereof (including making derivative works from Contractor's Instruments of Service), or for construction of the same type of Services at other locations, by the Town, and others retained by the Town for such purposes. This license shall extend to those parties retained by the Town for such purposes, including other engineering professionals. The license granted hereunder shall include all things included in the definition of "Architectural Works" as used in the U.S. Architectural Works Copyright Protection Act, as amended from time to time. The Contractor shall obtain, in writing, similar non-exclusive licenses from its engineering professionals, and sub-consultants. The license granted hereunder shall survive any termination of the Contract and the completion of Services. Upon completion of the Services and/or termination of the Contract for any reason, Contractor shall deliver to the Town full-sized and usable copies (including any and all CAD and/or computer files) of all data documents, designs, drawings and specifications generated by Contractor, including those generated by any suppliers, subcontractors or sub-consultants. The Town shall retain all rights and ownership of all documents, designs, drawings, specifications, and/or styles provided to Contractor by the Town in relation to the Contract and the Services, and Contractor shall not utilize any such material in relation to any other work or project.

4.31 Funding. Any contract entered into by the Town, including this Contract and any Task Orders, is subject to funding availability. The fiscal years for the Town are July 1 to June 30<sup>th</sup>. The Town's Council approves all budget requests. If a specific funding request is not approved, the contract, including this Contract and any Task Orders, shall be terminated automatically.

4.32 Construction. The terms and provisions of this Contract 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 Contract shall be interpreted and construed in accordance with their usual and customary meanings, and 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 Contract that ambiguous or conflicting terms or provisions contained in this Contract shall be interpreted or construed against the party whose attorney prepared the executed Contract or earlier draft of the same.

4.33 Survival. All warranties, representations and indemnifications by Contractor shall survive the completion, expiration or termination of this Contract.

4.34 Completeness and Accuracy. The Contractor shall be responsible for and shall and hereby does warrant the completeness, accuracy and quality of all Services done pursuant to the Contract including, but not limited to, the work product, reports, survey work, plans, supporting data and special provisions prepared or compiled pursuant to Contractor's obligations under this Contract and any Task Order and shall correct at Contractor's expense all errors or omissions which may be discovered therein. Town's acceptance or approval of the Contractor's Services shall in no way relieve Contractor of any of Contractor's responsibilities hereunder.

4.35 Incorporation by Reference. All exhibits and Task Orders are fully incorporated herein as though set forth at length herein.

4.36 Project Communications/Contract Administrator. The Town's Public Works Director shall be the Contract Administrator designated by the Town. All communications concerning the performance of the Services shall be provided to the designated Contract Administrator. Communications may be exchanged by e-mail upon the written agreement of the Contract Administrator, but e-mail communications are not binding upon the Town and cannot change the terms of the Contract or the scope of Services, or effectuate any change that requires a written change order. The use of e-mails is for information only, and e-mails shall have no legal or binding effect.

## 5.0 INSURANCE

5.1. General. Contractor agrees to comply with all Town ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to Town of Florence. Failure to maintain insurance as specified may result in termination of this Contract at Town of Florence's option. The Contractor is primarily responsible for the risk management if its Services under this Contract, including but not limited to obtaining and maintaining the required insurance and establishing and maintaining a reasonable risk control and safety program. Town reserves the right to amend the requirements herein at any time during the Contract. The Contractor shall require any and all subcontractors to maintain insurance as required herein naming the Town and Contractor as "Additional Insured" on all insurance policies, except Worker's Compensation, and this shall be reflected on the Certificate of Insurance and Endorsements. The Contractor's insurance coverage shall be primary insurance with respect to all available sources. Coverage provided by the Contractor shall not be limited to the liability assumed under the Indemnification provision of this Contract. To the extent permitted by law, Contractor waives all rights of subrogation or similar rights against Town, its representatives, agents, and employees. All insurance policies, except Workers' Compensation, required by this Contract, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of performance of this Contract, Town of Florence, its Mayor and Council members, agents,

representatives, officers, directors, officials and employees as Additional Insureds and shall specify that any insurance coverage carried or self-insurance by the Town, any department or employee shall be excess coverage and not contributory insurance to that provided by Contractor. The Town reserves the right to continue payment of premium for which reimbursements shall be deducted from amounts due or subsequently due the Contractor. The Town reserves the right to require complete copies of all insurance policies and endorsements required by this Contract at any time. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of the Contract.

5.2 No Representation of Coverage Adequacy. By requiring insurance herein, Town of Florence does not represent that coverage and limits will be adequate to protect Contractor. Town of Florence reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract, but Town has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

5.3 Coverage Term. All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Contract is satisfactorily performed, completed and formally accepted by the Town of Florence, unless specified otherwise in this Contract.

5.4 Policy Deductibles and or Self Insured Retentions. The policies set forth in these requirements may provide coverage which contain deductibles or self-insured retention amounts. Such deductibles or self- insured retention shall not be applicable with respect to the policy limits provided to Town of Florence. Contractor shall be solely responsible for any such deductible or self- insured retention amount. Town of Florence, at its option, may require Contractor to secure payment of such deductible or self -insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

5.5 Use of Subcontractors. If any of the Services under this Contract is subcontracted in any way, Contractor shall execute written agreement with subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting Town of Florence and Contractor. Contractor shall be responsible for executing the agreement with subcontractor and obtaining Certificates of Insurance and Endorsements verifying the insurance requirements.

5.6 Evidence of Insurance. Prior to commencing any Services under this Contract, Contractor shall furnish Town of Florence with Certificate(s) of Insurance, or formal Endorsements as required by this Contract, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage and that such coverage and provisions are in full force and effect.

5.7 Required Coverage.

5.7.1 Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations and Contractual Liability Annual Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance limited

5.7 Required Coverage.

5.7.1 Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations and Contractual Liability Annual Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance limited to, separation of insureds clause. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader to coverage scope than underlying.

5.7.2 Worker's Compensation Insurance. Contractor shall maintain Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the Services under this Contract and shall also maintain 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.

5.7.3 Commercial Auto Coverage. Auto Liability limits of not less than \$1,000,000 each accident, combined Bodily Injury and Property Damage Liability insurance. Certificate to reflect coverage for "Any Auto" or "All Owned, Scheduled, Hired and Non-Owned".

5.7.4 Errors & Omissions Liability Contractor shall maintain Professional Liability Engineering and Consulting insurance covering acts, errors, mistakes, omissions and other acts arising out of Services performed by Contractor, its employees, sub-consultants and agents. Coverage Amount: \$1,000,000 per occurrence/aggregate, unless higher coverage limits are required under the Solicitation documents, or any Task Orders, in which case such higher limits shall apply.

**6.0 SEVERABILITY**

6.1 Severability. If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

IN WITNESS WHEREOF, the Town of Florence by its Mayor, Tom J. Rankin has hereunto subscribed his name this \_\_\_\_ day of \_\_\_\_\_, 2016.

TOWN OF FLORENCE

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

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

Name: \_\_\_\_\_

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

ATTEST:



TOWN OF FLORENCE

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

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

Name: \_\_\_\_\_

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

ATTEST:

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

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

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

Name: \_\_\_\_\_

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

Approved as Form:

\_\_\_\_\_  
Clifford Mattice, Florence Town Attorney

By: WATER WORKS ENGINEERS, LLC  
Contractor

By: JOHN MATTA  
Name: John Matta  
Its: MANAGER

Approved as Form:

---

Clifford Mattice, Florence Town Attorney

# Exhibit

# A

## SCOPE OF SERVICES

### SCOPE OF WORK

The Town of Florence is responsible for Town facilities and infrastructure. The Town of Florence CIP program is focused on maximizing Town assets.

The selected firm may be required to perform general engineering and technical services as follows:

1. Project Development Phase. This phase involves those activities required for defining the scope of a project and establishing preliminary requirements including but not limited to:
  - a. Conferring with the Town of Florence on project requirements, public outreach finances, schedules, early phases of the projects and other pertinent matters, and meeting with other concerned public agencies on matters affecting the project.
  - b. Planning, procuring, and/or preparing necessary surveys, geotechnical engineering investigations, field investigations and architectural and engineering studies required for preliminary design considerations.
  - c. Developing design schematics, sketches, environmental and aesthetic considerations, project recommendations and preliminary layouts and cost estimates.
  
2. Design Phase. This phase includes all activities required to undertake and accomplish a full and complete project design, including but not limited to:
  - a. Conducting and attending meetings and design conferences to obtain information and to coordinate or resolve design matters.
  - b. Collecting engineering data and undertaking field investigations; surveying; performing geotechnical engineering studies; and conducting environmental studies.
  - c. Preparing necessary engineering reports and recommendations.
  - d. Preparing detailed plans, specifications and cost estimates.
  - e. Preparing Bid Documents and Evaluating Bids
  - f. Preparing construction safety plans.
  - g. Printing and providing necessary copies of engineering drawings, contract documents, specifications, and reports.
  - h. Utility coordination.
  - i. Obtaining all permits.
  
3. Construction Phase. This includes all activities necessary to oversee construction of the project, including but not limited to:
  - a. Assisting the Town in advertising and securing submittals, negotiating for construction services, analyzing submittal results, furnishing recommendations on the award of contracts, and preparing contract documents.
  - b. Onsite construction management and/or construction inspection involving the services of part time or full-time resident engineer(s), inspectors(s), or manager(s) during the construction or installation phase of a contractor.
  - c. Providing consultation and advice to the Town during all phases of construction.
  - d. Representing the Town at preconstruction conferences.
  - e. Inspecting work in progress periodically (or full time as deemed necessary) and providing appropriate reports to the Town.
  - f. Reviewing and approving shop and erection drawings submitted by contractors for compliance with design documents.
  - g. Reviewing, analyzing and approving laboratory and mill test reports of materials and equipment.
  - h. Preparing and negotiation of change orders and supplemental agreements.
  - i. Observing or reviewing performance tests required by specifications.
  - j. Preparation of as-builts and record drawings.
  - k. Determining amounts owed to contractors and assisting the Town in the preparation of payment requests.
  - l. Making final inspections and submitting final documents to regulatory agencies.

4. Special Services. The development of some projects may involve special activities or studies. Consultants performing special services may be employed directly by the sponsor to implement one or more phases of a project or may be employed by the principal consultant via a subcontract agreement. In certain instances, these services may be performed by the principal consultant. Some examples of special services that might be employed for the projects include, but are not limited to, the following:
  - a. Soils investigations, including core sampling, laboratory tests, related analysis, and reports.
  - b. Detailed factory, shop, and/or laboratory inspections of materials and equipment.
  - c. Land surveys and topographic maps.
  - d. Field and/or construction surveys.
  - e. Photogrammetric surveys.
  - f. Expert witness testimony in litigation and administrative proceedings involving specific projects.
  - g. Project feasibility studies.
  - h. Preliminary Engineering Reports and Technical Assistance Studies.
  - i. Public information and communications.
  - j. Assist the Town in the preparation of necessary applications for local, State, or Federal funding opportunities.
  - k. Assist in preparation and updating annual CIP or Infrastructure Improvement Plan.
  - l. Preparation of property maps, ALTA Surveys, and Title Research.
  - m. Preparation of permit applications and associated proceedings for regulatory agencies.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/23/2016

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> InterWest Insurance Services License #0B01094 310 Hemsted Dr., Suite 200 Redding CA 96002-0935	<b>CONTACT NAME:</b> Cynthia Beymer <b>PHONE (A/C, No, Ext):</b> (530) 722-2614 <b>FAX (A/C, No):</b> (530) 722-3559 <b>E-MAIL ADDRESS:</b> cbeymer@iwins.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
INSURER A: Ohio Security Insurance Co <b>NAIC #</b> 24082 INSURER B: National Union Fire Insurance      19445 INSURER C: Lloyds of London INSURER D: INSURER E: INSURER F:	

**INSURED** WATER-N  
 Water Works Engineers, LLC  
 7580 N. Dobson Road Suite 200  
 Scottsdale AZ 85256

**COVERAGES**      **CERTIFICATE NUMBER: 892479232**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY	Y	Y	BZS56141750	7/11/2016	7/11/2017	EACH OCCURRENCE	\$2,000,000
		CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
	<input checked="" type="checkbox"/>	Primary and						MED EXP (Any one person)	\$5,000
	<input checked="" type="checkbox"/>	Non Contributory						PERSONAL & ADV INJURY	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$4,000,000
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>			PRODUCTS - COMP/OP AGG	\$4,000,000				
	OTHER:								\$
A		AUTOMOBILE LIABILITY			BZS56141750	7/11/2016	7/11/2017	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
		ANY AUTO						BODILY INJURY (Per person)	\$
		ALL OWNED AUTOS		<input checked="" type="checkbox"/>				SCHEDULED AUTOS NON-OWNED AUTOS	\$
	<input checked="" type="checkbox"/>	HIRED AUTOS						BODILY INJURY (Per accident)	\$
								PROPERTY DAMAGE (Per accident)	\$
					\$				
B	<input checked="" type="checkbox"/>	UMBRELLA LIAB			EBU019412860	7/11/2016	7/11/2017	EACH OCCURRENCE	\$8,000,000
		EXCESS LIAB						AGGREGATE	\$
								DED	RETENTION \$
								\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER STATUTE	O-T-H-E-R
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<input type="checkbox"/>	Y / N				E L EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below			N / A				E L DISEASE - EA EMPLOYEE	\$
								E L DISEASE - POLICY LIMIT	\$
C	Professional Liab				B0595EO0843602016	7/11/2016	7/11/2017	Prof Per Claim	5,000,000
	Valuable Papers							BZS56141750	7/11/2016

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Project: On Call engineering services  
 Town of Florence, its Mayor and Council members and its agents, representatives, officers, directors, officials and employees; Additional Insured status applies per the attached endorsements.

<b>CERTIFICATE HOLDER</b>  Town of Florence P.O. Box 2670 775 N Main Street Attn: Public Works Director Florence AZ 85132	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - ENGINEERS, ARCHITECTS OR  
SURVEYORS NOT ENGAGED BY THE NAMED INSURED**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

<b>Name Of Additional Insured Engineers, Architects Or Surveyors Not Engaged By The Named Insured:</b>
Town of Florence, its Mayor and Council members and its agents, representatives, officers, directors, officials and employees
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Liability is amended as follows:

A. The following is added to Paragraph C. Who Is An Insured:

- 3. Any engineers, architects or surveyors shown in the Schedule are also additional insureds, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - a. Your acts or omissions; or
  - b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

Such engineers, architects or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

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

B. With respect to the insurance afforded to these additional insureds, the following is added to Paragraph D. Liability And Medical Expenses Limits Of Insurance:

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

- 1. Required by the contract or agreement; or
  - 2. Available under the applicable Limits Of Insurance shown in the Declarations;
- whichever is less.

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

110 of 100

**Insured: Water Works Engineers, Inc**  
**Policy # BZS56141750**  
**Effective: 7/11/15 - 7/11/16**

**BUSINESSOWNERS**  
**BP 04 13 07 13**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS**

This endorsement modifies insurance provided under the following:

### **BUSINESSOWNERS COVERAGE FORM**

**Section II – Liability** is amended as follows:

**A. The following is added to Paragraph C. Who Is An Insured:**

- 3. Any architect, engineer or surveyor engaged by you is also an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in connection with your premises or in the performance of your ongoing operations.**

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and**
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.**

**B. With respect to the insurance afforded to these additional insureds, the following is added to Paragraph D. Liability And Medical Expenses Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or**
- 2. Available under the applicable Limits Of Insurance shown in the Declarations;**

whichever is less.

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



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

<b>Name Of Person Or Organization:</b>
<b>Town of Florence, its Mayor and Council members and its agents, representatives, officers, directors, officials and employees</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Paragraph K. **Transfer Of Rights Of Recovery Against Others To Us** in Section III – Common Policy Conditions is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM**

The following is added to Paragraph H. Other Insurance of Section III – Common Policy Conditions and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

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

1. The additional insured is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



Coverage is Provided In:  
Ohio Security Insurance Company

Policy Number:  
**BZS (17) 56 14 17 50**  
Policy Period:  
**From 07/11/2016 To 07/11/2017**  
12:01 am Standard Time  
at Insured Mailing Location

**Commercial Protector  
Declarations Schedule**

Named Insured	Agent
WATER WORKS ENGINEERS LLC	(530) 222-1737 INTERWEST INSURANCE SERVICES, LLC

**SUMMARY OF COVERAGES BY LOCATION**

0001 7580 N Dobson Rd Ste 200, Scottsdale, AZ 85256-2702

Property Characteristics	Description:
	Construction: Joisted Masonry

Business Personal Property Coverage	Occupancy: Engineers Office
<b>DESCRIPTION</b>	
Limit of Insurance	\$31,053
Covered Causes of Loss	
Special Form	
Deductible	\$500
Automatic Increase Business Personal Property	2%
<b>Premium</b>	
<b>\$207.00</b>	

Valuable Papers and Records	DESCRIPTION
Limit of Insurance	\$100,000
Deductible	\$500
<b>Premium</b>	
<b>\$119.00</b>	

0002 233 S Pleasant Grove Blvd, Pleasant Grove, UT 84062-2877

Property Characteristics	Description:
	Construction: Frame

To report a claim, call your Agent or 1-800-362-0000

DS 70 23 01 08



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/23/2016

Acct#: 1170041

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> <b>Lockton Companies, LLC</b> <b>5847 San Felipe, Suite 320</b> <b>Houston, TX 77057</b>	CONTACT NAME	
	PHONE (A/C No./Ext):	888-828-8365
	FAX (A/C, No):	
<b>INSURED</b> <b>Insperty, Inc. for Leased Workers at</b> <b>WATER WORKS ENGINEERS, LLC</b> <b>19001 Crescent Springs Drive</b> <b>Kingwood, TX 77339</b>	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER-A: ACE American Insurance Co.	NAIC
	INSURER-B:	
	INSURER-C:	
	INSURER-D:	
	INSURER-E:	
	INSURER-F:	

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

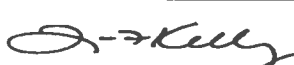
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	<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"/> PROJECT <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 <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$	
							AGGREGATE	\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (MANDATORY IN NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	x	C48630261	10/01/2015	10/01/2016	<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)

RE: UTILITY ENGINEERS ON-CALL  
 WAIVER OF SUBROGATION IN FAVOR OF TOWN OF FLORENCE WHEN REQUIRED BY WRITTEN CONTRACT.

**CERTIFICATE HOLDER****CANCELLATION**

TOWN OF FLORENCE PO BOX 2670 FLORENCE, AZ 85132	1170041	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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# CERTIFICATE OF LIABILITY INSURANCE

Acct#: 1170041

DATE (MM/DD/YYYY)  
9/23/2016

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<b>PRODUCER</b> Lockton Companies, LLC 5847 San Felipe, Suite 320 Houston, TX 77057	<b>CONTACT NAME:</b> 888-828-8365
	<b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> Ace American Insurance Co.	<b>NAIC #</b> 22667
<b>INSURER B:</b> _____	
<b>INSURER C:</b> _____	
<b>INSURER D:</b> _____	
<b>INSURER E:</b> _____	
<b>INSURER F:</b> _____	

**COVERAGES** **CERTIFICATE NUMBER:** \_\_\_\_\_ **REVISION NUMBER:** \_\_\_\_\_


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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VWD	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	C4926723A	10/1/2016	10/1/2017	<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)  
 RE: UTILITY ENGINEERS ON-CALL  
 WAIVER OF SUBROGATION IN FAVOR OF TOWN OF FLORENCE WHEN REQUIRED BY WRITTEN CONTRACT.

### CERTIFICATE HOLDER

### CANCELLATION

<b>TOWN OF FLORENCE</b> PO BOX 2670 FLORENCE, AZ 85132	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u> 12f.</b>
<b>MEETING DATE:</b> October 3, 2016  <b>DEPARTMENT:</b> Public Works Department  <b>STAFF PRESENTER:</b> Christopher A. Salas, Public Works Director  <b>SUBJECT:</b> Professional Services Agreement with WestLand Resources Inc. for Utility On-Call Engineering Services		<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:**

Motion to approve Professional Services Agreement with WestLand Resources, Inc., for Utility On-Call Engineering Services, in an amount not to exceed \$350,000.

**BACKGROUND/DISCUSSION:**

The purpose of the professional services agreement is to provide the Town with Utility On-Call Engineering Services. Utility engineering services will be funded through the task specific budget line items under the Professional Services line item.

Utility On-Call Engineering Contracts are vital to Public Works completing projects as defined in the Capital Improvement Plan (CIP) or as projects are identified. Without Utility On-Call Engineering contracts staff would have to be involved in writing a project specific Request for Statement of Qualifications (RSOQ), be involved in a selection process, and eventually an award through the Council. This process multiplied by the number of Capital Improvement Projects would require a great deal of time from staff, time which would better be used on the projects.

Staff has identified funding for each of these projects in the current fiscal year CIP or under the Professional Services line item as needed.

**FINANCIAL IMPACT:**

The majority of work to be performed will be on budgeted CIP projects. Any additional task outside of CIP project will be funded through budgeted discipline specific Professional Service line items. The contract is awarded in an amount not to exceed \$350,000.

**STAFF RECOMMENDATION:**

Staff recommends approval of the Professional Services Agreement for Utility On-Call Engineering services with WestLand Resources, Inc.

**ATTACHMENTS:**

Professional Service Agreement with WestLand Resources, Inc.  
Scope of Work

**TOWN OF FLORENCE  
ON CALL SERVICES CONTRACT**

THIS ON CALL SERVICES CONTRACT ("**Contract**"), is made and entered into as of September\_\_\_\_, 2016 ("Effective Date"), and is by and between the Town of Florence, a municipal corporation of the State of Arizona ("**Town** "), and WestLand Resources, Inc. ("**Contractor**"). The Town and the Contractor may be referred to in this Contract collectively as the "parties" and each individually as a "party".

**RECITALS**

**WHEREAS**, the Town desires to contract for On Call engineering services as specified in Exhibit "A", and individual Task Orders issued by the Town ("**Scope of Work**" or "**Services**");

**WHEREAS**, Contractor is duly qualified to perform the requested Services;

**WHEREAS**, Contractor has agreed to perform the Services as set forth in Exhibit "A" and as set forth in individual Task Orders issued by the Town attached hereto and incorporated herein;

**WHEREAS**, Contractor agrees that this Contract is entered into by the parties pursuant to the Town's issuance of a Request for Statement of Qualifications: On Call Engineering Services (OCES-052516) and/or On Call Utility Engineering Services (OCUES-052516) (the "RSQ") and subsequent award by the Town (collectively the "Solicitation") and all terms and conditions of the Solicitation are incorporated by reference into this Contract.

**NOW THEREFORE**, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

**AGREEMENTS**

**1.0 DESCRIPTION, ACCEPTANCE, DOCUMENTATION, PERFORMANCE**

Contractor shall act under the authority and approval of the Contract Administrator for the Town, further named herein, to provide the professional services required by this Contract.

1.1 Service Description. The Contractor shall provide the requested services as set forth in Exhibit "A", and as set forth in individual Task Orders (collectively the "Services"). This Contract includes this agreement, including any attachments, the RSQ and Solicitation documents, and any Task Orders that may be issued as agreed to by the parties to implement the Services requested by the Town. The term Task Order means a specific written agreement between the Town and Contractor for work to be performed under this Contract for an individual, mutually agreed upon scope of work, schedule and price. In response to Task Orders that may be mutually agreed upon and issued periodically by Town, Contractor shall perform the Services, except as may be specified elsewhere in the Contract, which will be defined and further described as to specific project requirements in each Task Order. Contractor shall perform the Services in a good and workmanlike manner with due diligence and, at a minimum, in conformance with generally accepted industry standards and the standard of care for like professionals in the same geographic area. Contractor shall, except as may be specified elsewhere in the Contract, furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management, and perform all operations necessary and required for the engineering services which will be defined and further described as to specific project requirements in each Task Order.



Unless expressly excluded, in writing, in the Contract, the Services shall include any and all services reasonably contemplated, normally included, and necessary to complete the Services set forth in Exhibit "A" or the Task Order(s). Nothing contained herein shall be construed as requiring Town to issue any Task Order, nor requiring Contractor to accept any Task Order, it being the intent that both parties must mutually agree to any specific Services before a Task Order may be issued. The amount paid to Contractor under this Contract, including reimbursable expenses, **shall not exceed \$350,000.00.**

1.2 Performance. Performance of the Services shall be undertaken only upon the issuance of written Task Orders by the Town. Task Orders shall contain: (a) Contract number along with Contractor's name; (b) Task Order number and date; (c) The agreed Services and applicable technical specifications; (d) The agreed period of performance and, if required by Town, a work schedule; (e) The place of performance; (f) The agreed total price for the Services to be performed; (g) Submittal requirements; (h) Town's authorized representative who will accept the completed Services; (i) Signatures by the parties hereto signifying agreement with the specific terms of the Task Order; and (j) Any other information as may be necessary to perform and accept the Services. All Services under the Contract shall be performed in a skillful and workmanlike manner. The Contractor shall be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State and municipal laws, codes, and regulations applicable to the performance of the Services. Contractor shall promptly provide, at no additional cost to the Town, any and all corrections, modifications, additional documents, or other items that may be necessary to correct any errors and/or omissions in the documents, designs, specifications, and/or drawings provided by Contractor. Contractor shall be responsible for coordinating the Services with the Town's Public Works Director and other departments or agencies within the Town, other engineering professionals and other contractors involved in any project under a Task Order. Contractor shall also cooperate with the Town in communicating with, obtaining necessary approvals or permits from, and responding to, any applicable government entity or regulatory agency, including participation in any hearings or meetings. Task Orders may be amended by Town in the same manner as they are issued.

1.3 Acceptance, Documentation.

1.3.1 Each deliverable shall be reviewed and approved by the Public Works Director, or his designee, to determine acceptable completion. Final Completion of the Services shall be deemed to have occurred on the later of the dates that the work passes a final completion inspection and acceptance by the Public Works Director. Final Completion shall not be deemed to have occurred and no final payment shall be due the Contractor or any of its subcontractors or suppliers until the work has passed the Final Completion inspection and acceptance and all required Final Completion close-out documentation items has been produced to the Town by the Contractor.

1.3.2 The Town shall provide all necessary information to the Contractor for timely completion of the tasks specified in Item 1.1 above.

1.3.3 All documents, including but not limited to, data compilations, studies, and/or reports, which are prepared in the performance of this Contract are to be and remain the property of the Town and are to be delivered to the Public Works Director before final payment is made to the Contractor.

## **2.0 FEES, CATEGORIES OF SERVICE, PAYMENTS AND LICENSE**

2.1 Fees. Contractor will be paid within 30 days of the receipt of an itemized invoice. Monthly payment may be made to Contractor on the basis of a progress report prepared and submitted to the Public Works Director by Contractor for the Services completed through the last day of the proceeding calendar month and for the production of the deliverables as described in Exhibit "A", and the individual Task Order approved by the Town. If a dispute over payment arises, and during all claims resolution proceedings, including mediation and arbitration, Contractor shall continue to render the Services in a timely manner. Payment by the Town does not constitute acceptance by the Town of the Services or Contractor's performance, nor does payment constitute a waiver of any rights or claims by the Town.

2.2 Categories of Services. Services means in response to Task Orders, including Exhibit "A", that may be mutually agreed upon and issued periodically by the Town. Contractor shall furnish all necessary work which will be defined and further described as to specific project requirements in each Task Order.

2.3 Payment Approval. Amounts set forth in Sections 1.1, 2.1, Exhibit "A" and individual Task Orders approved by the Town represent the entire amounts payable under this Contract and shall be paid upon the submission of monthly invoices to and approved by the Town. As a necessary precondition to any payment under the Contract, the Town may require Contractor to provide such certifications, lien waivers, and proofs of performance, costs and/or percentage of completion as may be reasonably required by the Town to ensure that payment is then due and owing pursuant to the payment terms set forth in this Contract.

2.4 Business License. Contractor will purchase and maintain a business license with the Town of Florence.

## **3.0 TERM, SCHEDULE AND TERMINATION**

3.1 Project Schedule. The Contractor shall perform the Scope of Work in accordance with the schedule(s) attached in Exhibit "A", and any individual Task Order approved by the Town.

### 3.2 Termination.

3.2.1 Termination for Cause: Town may also terminate this Contract with seven (7) calendar days' prior written notice for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any industry standards and customary practices terms and conditions of this Contract. Unsatisfactory performance as judged by industry standards and customary practices, and failure to provide Town, upon request, with adequate assurances of future performance shall all be causes allowing Town to terminate this Contract for cause. In the event of termination for cause, Town shall not be liable to Contractor for any amount, and Contractor shall be liable to Town for any and all damages sustained by reason of the default which gave rise to the termination.

3.2.2 Termination for Convenience. Town may terminate performance of the Services under this Contract, in whole or, from time to time, in part, if Town determines termination is in Town's interest. Town shall effect such termination by delivering to Contractor a Notice of Termination specifying the extent of termination and the effective date. After receipt of a Notice of Termination, and except as directed by the Town, Contractor shall immediately proceed to stop work as specified in the notice and place no further subcontracts or orders. In the event the Town

terminates this Contract pursuant to this Section 3.2.2, then in that event the Town agrees to pay for the Services performed prior to the date of termination. Town may terminate this Contract, or any part thereof for its sole convenience, at any time without penalty or recourse.

3.2.3 Termination for Violation of Law. In the event Contractor is in violation of any Federal, State, County or Town law, regulation or ordinance, the Town may terminate this Contract immediately upon giving notice to the Contractor.

3.3 Town's Right to Terminate. The rights and remedies of the Town in this section 3 are in addition to any other rights and remedies provided by law or under this Contract.

3.4 Contract Term. The term of this Contract shall commence on the Effective Date and shall continue for a period of two (2) years thereafter in accordance with the terms and conditions of this Contract. By mutual written contract amendment, the Contract may be extended for an additional period of up to one (1) year. Task Orders may be issued at any time during the term of this Contract. This Contract shall remain in full force and effect during the performance of any Task Order.

#### 4.0 GENERAL TERMS

4.1 Entire Contract. This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the Services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives of each party.

4.2 Arizona Law. This Contract shall be governed by and construed in accordance with the substantive laws of the State of Arizona, without reference to choice of law or conflicts of laws principles thereof. Any action brought to interpret, enforce or construe any provision of this Contract shall be commenced and maintained in the Superior Court of the State of Arizona in and for the 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 parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this paragraph.

4.3 Modifications. Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

4.4 Assignment. Services covered by this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the Finance Director and Contract Administrator. The Town acknowledges the sub-consultant(s) listed in Exhibit "A" and consents to the use of that sub-consultant.

4.5 Successors and Assigns. This Contract shall extend to and be binding upon Contractor, its successors and assigns, including any individual, company, partnership or other entity with or into which Contractor shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Contractor shall sell its assets.

4.6 Contract Administrator. The Contract Administrator for the Town shall be the Public Works Director or designee. The Contract Administrator shall oversee the execution of

this Contract, assist the Contractor in accessing the organization, audit billings, and approve payments. The Contractor shall channel reports and special requests through the Contract Administrator.

#### 4.7 Records and Audit Rights.

4.7.1 Contractor's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the Town to substantiate charges and claims related to this Contract shall be open to inspection and subject to audit and/or reproduction by Town's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the Services, and any invoices, change orders, payments or claims submitted by the Contractor or any of his payees pursuant to the execution of the Contract. The Town's authorized representative shall be afforded access, at reasonable times and places, to all of the Contractor's records and personnel pursuant to the provisions of this section throughout the term of this Contract and for a period of three years after last or final payment.

4.7.2 Contractor shall require all subcontractors, insurance agents, and material suppliers to comply with the provisions of this section by insertion of the requirements hereof in a written contract between Contractor and such subcontractors, insurance agents, and material suppliers.

4.7.3 If an audit in accordance with this section, discloses overcharges, of any nature, by the Contractor to the Town in excess of one percent (1%) of the monthly billings, the actual cost of the Town's audit shall be reimbursed to the Town by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time, not to exceed thirty (30) days from presentation of Town's findings to Contractor.

4.8 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses (including, but not limited to, attorney's fees, court costs, the costs of expert witnesses, transportation, lodging and meal costs of the parties and witnesses, cost of transcript preparation, and other reasonable and necessary direct and incidental costs of such dispute, and the cost of appellate proceedings), determined by the arbitrator or court sitting without a jury, which fees shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

4.9 Ineligible Bidder. The preparer of specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or Contractor on the solicitation for which they prepared the specification.

#### 4.10 Independent Contractor.

4.10.1 The Services Contractor provides under the terms of this Contract to the Town are that of an Independent Contractor, not an employee, or agent of the Town. The Town

will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

4.10.2 Town shall not withhold income tax as a deduction from contractual payments. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

4.11 Conflict of Interest. The Town may cancel any Contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the Town's departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when written notice from the Town is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. § 38-511).

4.12 Compliance with Federal and State Laws.

4.12.1 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.

4.12.2 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**").

4.12.3 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.

4.12.4 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.

4.12.5 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.

4.12.6 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.

4.12.7 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.

4.12.8 The provisions of this Section 4.12 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.

4.13 Notices. All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of Contractor: WestLand Resources, Inc.  
4001 E. Paradise Falls Drive  
Tucson, Arizona 85712  
Attn: Thomas A. Martinez, P.E., Vice President

In the case of Town: Town of Florence  
775 N, Main Street  
PO Box 2670  
Florence, AZ 85132  
Attn: Public Works Director

Notices shall be deemed received on date delivered, if delivered by hand, or on the delivery date indicated on receipt if delivered by certified or registered mail.

4.14 Compliance. Contractor shall, without additional expense to the Town, be responsible for obtaining any necessary business licenses for complying with any applicable Federal, State, County and Town laws, codes and regulations in connection with the execution of the Services and this Contract. The responsible party for identifying, applying for, and obtaining permits, including payment of permit fees, required for construction of any work designed by the Contractor will be defined by the individual Task Orders executed under this Contract.

4.15 Taxes. Contractor shall be solely responsible for any and all tax obligations which may result out of the Contractor's performance of this Contract. The Town shall have no obligation to pay any amounts for taxes, of any type, incurred by the Contractor.

4.16 Advertising. No advertising or publicity concerning the Town using the Contractor's services shall be undertaken without prior written approval of such advertising or publicity by the Town Contract Administrator. Written approval is required until such time as the project is complete or any adjudication of claims relating to the Services provided herein is complete, whichever occurs later.

4.17 Counterparts. This Contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original, but all of which together shall constitute one and the same instrument, binding on the parties. The parties agree that this Contract may be transmitted between them via facsimile or so called "PDF" signature. The parties intend that faxed or "PDF"

signatures constitute original signatures and that a fully collated agreement containing the signatures (original, faxed or PDF) of the parties is binding upon the parties.

4.18 Captions. The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

4.19 Subcontractors. During the performance of the Contract, the Contractor may engage such additional subcontractors as may be required for the timely completion of this Contract. The addition of any Subcontractors shall be subject to the prior approval of the Town. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Contractor. The Town acknowledges the sub-consultant(s) listed in Exhibit "A" and consents to the use of that sub-consultant.

4.20 Indemnification.

4.20.1 To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall indemnify, defend, hold harmless Town of Florence, its Mayor and Council members and its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to damages for personal injury or personal property damage, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expenses, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work or services in the performance of this Contract, including but not limited to, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and subcontractor's employees.

4.20.2 Insurance provisions set forth in this Contract are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this section shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

4.21 Changes in the Services.

4.21.1 The Town may at any time, as the need arises, order changes within the Scope of the Work without invalidating the Contract. If such changes increase or decrease the amount due under the Contract documents, or in the time required for performance of the Services, an equitable adjustment shall be authorized by written Change Order.

4.21.2 The Town will execute a formal Change Order based on detailed written quotations from the Contractor for work related changes and/or a time of completion variance. All Change Orders are subject to the prior written approval by the Town.

4.21.3 Contract Change Orders are subject to the Rules and Procedures within the Town's Procurement Code.

4.22 Alternative Dispute Resolution. If a dispute arises between the parties relating to this Contract, the parties agree to use the following procedure prior to either party pursuing other available remedies:

4.22.1 A meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

4.22.2 If, within 30 days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will jointly appoint a mutually acceptable neutral person not affiliated with either of the parties (the "neutral"), seeking assistance in such regard if they have been unable to agree upon such appointment within 40 days from the initial meeting. The fees of the neutral shall be shared equally by the parties.

4.22.3 In consultation with the neutral, the parties will select or devise an alternative dispute resolution procedure ("ADR") by which they will attempt to resolve the dispute, and a time and place for the ADR to be held, with the neutral making the decision as to the procedure, and/or place and time (but unless circumstances require otherwise, not later than 60 days after selection of the neutral) if the parties have been unable to agree on any of such matters within 20 days after initial consultation with the neutral.

4.22.4. The parties agree to participate in good faith in the ADR to its conclusion as designated by the neutral. If the parties are not successful in resolving the dispute through the ADR, then the parties may agree to submit the matter to arbitration or a private adjudicator, or either party may seek an adjudicated resolution through the appropriate court.

4.23 Town Provided Information and Services. The Town shall furnish the Contractor available studies, reports and other data pertinent to the Contractor's services; obtain or authorize the Contractor to obtain or provide additional reports and data as required; furnish to the Contractor services of others required for the performance of the Contractor's Services hereunder, and the Contractor shall be entitled to use and rely upon all such information and services provided by the Town or others in performing the Contractor's Services under this Agreement.

4.24 Estimates and Projections. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, the Contractor has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the Contractor makes no warranty that the Town's actual project costs, financial aspects, economic feasibility, or schedules will not vary from the Contractor's opinions, analyses, projections, or estimates.

4.25 Access. The Town shall arrange for access to and make all provisions for the Contractor to enter upon public and private property as required for the Contractor to perform Services hereunder.

4.26 Third Parties. The services to be performed by the Contractor are intended solely for the benefit of the Town. No person or entity not a signatory to this Agreement shall be entitled to rely on the Contractor's performance of its Services hereunder, and no right to assert a claim



against the Contractor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Contract or the performance of the Contractor's Services hereunder.

4.27 Time. Time is of the essence of the Contract. If a schedule is set forth in the Contract or any exhibits or Task Orders thereto, Contractor shall strictly comply with said schedule and failure to do so shall be a material breach of the Contract. Contractor shall promptly respond (and in no event more than 10 calendar days after receiving the request) to any requests for approvals, information, or clarification within sufficient time to allow the Town to timely respond to the Contractor or other parties involved in the Services, and so as to not delay the Services.

4.28 Cooperative Use of Contract. In addition to the Town of Florence, and with the approval of the Contractor, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity. Payment for purchases made under this Contract will be the sole responsibility of each eligible political subdivision. The Town shall not be responsible for any disputes arising out of transactions made by others.

4.29 Quality/Special Features. Contractor is responsible, to the extent necessary to perform the Services, at no additional charge to the Town, to fully familiarize itself with the special and/or unique qualities and/or requirements of the Services and the Town. The Town's determination as to the level of quality required and on all aesthetic issues shall be final and binding.

4.30 Use of Documents. Upon execution of the Contract, the Contractor and all engineering professionals and sub-consultants working under or for Contractor, hereby grant to the Town an irrevocable, exclusive, royalty-free perpetual license to reproduce and use any and all data, documents (including electronic documents and files), designs, drawings and specifications prepared or furnished by Contractor pursuant to this Contract (the "Instruments of Service"), for the purposes of construction and completing any Services, including for the use, sales, marketing, repair, maintenance, modification, expansion, remodeling and/or further development of the Services or any portion thereof (including making derivative works from Contractor's Instruments of Service), or for construction of the same type of Services at other locations, by the Town, and others retained by the Town for such purposes. This license shall extend to those parties retained by the Town for such purposes, including other engineering professionals. The license granted hereunder shall include all things included in the definition of "Architectural Works" as used in the U.S. Architectural Works Copyright Protection Act, as amended from time to time. The Contractor shall obtain, in writing, similar non-exclusive licenses from its engineering professionals, and sub-consultants. The license granted hereunder shall survive any termination of the Contract and the completion of Services. Upon completion of the Services and/or termination of the Contract for any reason, Contractor shall deliver to the Town full-sized and usable copies (including any and all CAD and/or computer files) of all data documents, designs, drawings and specifications generated by Contractor, including those generated by any suppliers, subcontractors or sub-consultants. The Town shall retain all rights and ownership of all documents, designs, drawings, specifications, and/or styles provided to Contractor by the Town in relation to the Contract and the Services, and Contractor shall not utilize any such material in relation to any other work or project.

4.31 Funding. Any contract entered into by the Town, including this Contract and any Task Orders, is subject to funding availability. The fiscal years for the Town are July 1 to June 30<sup>th</sup>. The Town's Council approves all budget requests. If a specific funding request is not

approved, the contract, including this Contract and any Task Orders, shall be terminated automatically.

4.32 Construction. The terms and provisions of this Contract 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 Contract shall be interpreted and construed in accordance with their usual and customary meanings, and 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 Contract that ambiguous or conflicting terms or provisions contained in this Contract shall be interpreted or construed against the party whose attorney prepared the executed Contract or earlier draft of the same.

4.33 Survival. All representations and indemnifications by Contractor shall survive the completion, expiration or termination of this Contract.

4.34 Completeness and Accuracy. The Contractor shall be responsible for and shall and hereby does warrant the completeness, accuracy and quality of all Services done pursuant to the Contract including, but not limited to, the work product, reports, survey work, plans, supporting data and special provisions prepared or compiled pursuant to Contractor's obligations under this Contract and any Task Order and shall correct at Contractor's expense all errors or omissions which may be discovered therein. Town's acceptance or approval of the Contractor's Services shall in no way relieve Contractor of any of Contractor's responsibilities hereunder.

4.35 Incorporation by Reference. All exhibits and Task Orders are fully incorporated herein as though set forth at length herein.

4.36 Project Communications/Contract Administrator. The Town's Public Works Director shall be the Contract Administrator designated by the Town. All communications concerning the performance of the Services shall be provided to the designated Contract Administrator. Communications may be exchanged by e-mail upon the written agreement of the Contract Administrator, but e-mail communications are not binding upon the Town and cannot change the terms of the Contract or the scope of Services, or effectuate any change that requires a written change order. The use of e-mails is for information only, and e-mails shall have no legal or binding effect.

## **5.0 INSURANCE**

5.1. General. Contractor agrees to comply with all Town ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to Town of Florence. Failure to maintain insurance as specified may result in termination of this Contract at Town of Florence's option. The Contractor is primarily responsible for the risk management of its Services under this Contract, including but not limited to obtaining and maintaining the required insurance and establishing and maintaining a reasonable risk control and safety program. Town reserves the right to amend the insurance requirements herein at any time during the Contract. The Contractor shall require any and all subcontractors to maintain insurance as required herein

naming the Town and Contractor as "Additional Insured" on all insurance policies, except Worker's Compensation and Errors & Omissions Liability, and this shall be reflected on the Certificate of Insurance and Endorsements. The Contractor's insurance coverage shall be primary insurance with respect to all available sources. Coverage provided by the Contractor shall not be limited to the liability assumed under the Indemnification provision of this Contract. To the extent permitted by law, Contractor waives all rights of subrogation or similar rights against Town, its representatives, agents, and employees. All insurance policies, except Workers' Compensation and Errors & Omissions Liability, required by this Contract, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of performance of this Contract, Town of Florence, its Mayor and Council members, agents, representatives, officers, directors, officials and employees as Additional Insureds and shall specify that any insurance coverage carried or self-insurance by the Town, any department or employee shall be excess coverage and not contributory insurance to that provided by Contractor. The Town reserves the right to continue payment of premium for which reimbursements shall be deducted from amounts due or subsequently due the Contractor. The Town reserves the right to require complete copies of all insurance policies and endorsements required by this Contract at any time. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of the Contract.

5.2 No Representation of Coverage Adequacy. By requiring insurance herein, Town of Florence does not represent that coverage and limits will be adequate to protect Contractor. Town of Florence reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract, but Town has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

5.3 Coverage Term. All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Contract is satisfactorily performed, completed and formally accepted by the Town of Florence, unless specified otherwise in this Contract.

5.4 Policy Deductibles and or Self Insured Retentions. The policies set forth in these requirements may provide coverage which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to Town of Florence. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

5.5 Use of Subcontractors. If any of the Services under this Contract is subcontracted in any way, Contractor shall execute written agreement with subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting Town of Florence and Contractor. Contractor shall be responsible for executing the agreement with subcontractor and obtaining Certificates of Insurance and Endorsements verifying the insurance requirements.

5.6 Evidence of Insurance. Prior to commencing any Services under this Contract, Contractor shall furnish Town of Florence with Certificate(s) of Insurance, or formal Endorsements as required by this Contract, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage and that such coverage and provisions are in full force and effect.

5.7 Required Coverage.

5.7.1 Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations and Contractual Liability Annual Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance limited to, separation of insureds clause. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader to coverage scope than underlying.

5.7.2 Worker's Compensation Insurance. Contractor shall maintain Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the Services under this Contract and shall also maintain 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.

5.7.3 Commercial Auto Coverage. Auto Liability limits of not less than \$1,000,000 each accident, combined Bodily Injury and Property Damage Liability insurance. Certificate to reflect coverage for "Any Auto" or "All Owned, Scheduled, Hired and Non-Owned".

5.7.4 Errors & Omissions Liability Contractor shall maintain Professional Liability Engineering and Consulting insurance covering acts, errors, mistakes, omissions and other acts arising out of Services performed by Contractor, its employees, sub-consultants and agents. Coverage Amount: \$1,000,000 per occurrence/aggregate, unless higher coverage limits are required under the Solicitation documents, or any Task Orders, in which case such higher limits shall apply.

**6.0 SEVERABILITY**

6.1 Severability. If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

IN WITNESS WHEREOF, the Town of Florence by its Mayor, Tom J. Rankin has hereunto subscribed his name this \_\_\_\_ day of \_\_\_\_\_, 2016.

TOWN OF FLORENCE

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

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

Name: \_\_\_\_\_

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

ATTEST:

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

By: WESTLAND RESOURCES, INC.  
Contractor

By: Thomas A. Martinez

Name: Thomas A. Martinez, P.E.

Its: Vice President

Approved as Form:

\_\_\_\_\_  
Clifford Mattice, Florence Town Attorney

**Exhibit "A"**  
**Scope of Work/Services**  
**(On-call engineering services)**

## **SCOPE OF SERVICES**

### **I. INTRODUCTION**

The Town of Florence is interested in seeking professional and technical services for a broad range of services throughout the Town. The entities selected will work with Town Staff in evaluating and developing strategies as well as implementing projects to improve overall conditions throughout the Town in various departments.

### **II. BACKGROUND**

#### **GENERAL**

The Town of Florence intends to establish an on call list of companies who may be contracted to perform professional and technical services for planning, design, construction management, and inspection services to assist the Town in achieving the goals of the approved Capital Improvement Program (CIP). It is the Town's intent to hire a consultant or consultant team, through the series of task assignments.

Any contract is subject to the approval of the Town Council. All projects are subject to the availability of funding. All contracts will be with the Town of Florence. During the term of the contract, the Town reserves the right to cancel the contract at its sole discretion and/or solicit and contract with other firms on the on call list. The selected firms must carry Professional Errors and Omissions and Liability insurance coverage in accordance with the Town's requirements.

### **III. SCOPE OF WORK**

The Town of Florence is responsible for Town facilities and infrastructure. The Town of Florence CIP program is focused on maximizing Town assets.

The selected firm may be required to perform general engineering and technical services as follows:

1. Project Development Phase. This phase involves those activities required for defining the scope of a project and establishing preliminary requirements including:
  - a. Conferring with the Town of Florence on project requirements, public outreach finances, schedules, early phases of the projects and other pertinent matters, and meeting with other concerned public agencies on matters affecting the project.
  - b. Planning, procuring, and/or preparing necessary surveys, geotechnical engineering investigations, field investigations and architectural and engineering studies required for preliminary design considerations.
  - c. Developing design schematics, sketches, environmental and aesthetic considerations, project recommendations and preliminary layouts and cost estimates.

2. Design Phase. This phase includes all activities required to undertake and accomplish a full and complete project design, including:
  - a. Conducting and attending meetings and design conferences to obtain information and to coordinate or resolve design matters.
  - b. Collecting engineering data and undertaking field investigations; surveying; performing geotechnical engineering studies; and conducting environmental studies.
  - c. Preparing necessary engineering reports and recommendations.
  - d. Preparing detailed plans, specifications and cost estimates.
  - e. Preparing Bid Documents and Evaluating Bids
  - f. Preparing construction safety plans.
  - g. Printing and providing necessary copies of engineering drawings, contract documents, specifications, and reports.
  - h. Obtaining all permits.
  
3. Construction Phase. This includes all activities necessary to oversee construction of the project, including:
  - a. Assisting the Town in advertising and securing submittals, negotiating for construction services, analyzing submittal results, furnishing recommendations on the award of contracts, and preparing contract documents.
  - b. Onsite construction management and/or construction inspection involving the services of part time or full-time resident engineer(s), inspectors(s), or manager(s) during the construction or installation phase of a contractor.
  - c. Providing consultation and advice to the Town during all phases of construction.
  - d. Representing the Town at preconstruction conferences.
  - e. Inspecting work in progress periodically (or full time as deemed necessary) and providing appropriate reports to the Town.
  - f. Reviewing and approving shop and erection drawings submitted by contractors for compliance with design documents.
  - g. Reviewing, analyzing and approving laboratory and mill test reports of materials and equipment.
  - h. Preparing and negotiation of change orders and supplemental agreements.
  - i. Observing or reviewing performance tests required by specifications.
  - j. Preparation of as-builts and record drawings.
  - k. Determining amounts owed to contractors and assisting the Town in the preparation of payment requests.
  - l. Making final inspections and submitting final documents to regulatory agencies.
  
4. Special Services. The development of some projects may involve special activities or studies. Consultants performing special services may be employed directly by the sponsor to implement one or more phases of a project or may be employed by the principal consultant via a subcontract agreement. In certain instances, these



services may be performed by the principal consultant. Some examples of special services that might be employed for the projects include, but are not limited to, the following:

- a. Soils investigations, including core sampling, laboratory tests, related analysis, and reports.
- b. Detailed factory, shop, and/or laboratory inspections of materials and equipment.
- c. Land surveys and topographic maps.
- d. Field and/or construction surveys.
- e. Photogrammetric surveys.
- f. Expert witness testimony in litigation and administrative proceedings involving specific projects.
- g. Project feasibility studies.
- h. Preliminary Engineering Reports and Technical Assistance Studies.
- i. Public information and communications.
- j. Assist the Town in the preparation of necessary applications for local, State, or Federal funding opportunities.
- k. Assist in preparation and updating annual CIP or Infrastructure Improvement Plan.
- l. Preparation of property maps, ALTA Surveys, and Title Research.
- m. Preparation of permit applications and associated proceedings for regulatory agencies.



# Capital Improvement Progress Update

October 3, 2016

# Project Updates & Status

- Florence Gardens Retention -Complete
- Diversion Dam Road- Complete
- Desoto Sewer Line Repair- Complete
- North WWRF Retrofit/Repair- Phase 1 Complete
- Sequence Batch Reactor(**SBR**) Repair/Restoration- Complete



# Florence Garden Retention

- HOA requested Public Works assistance to cleanout existing retention area
- Better storm water retention- reduced flooding
- Removed 150 tons of over growth and debris



# Diversion Dam Road

- Provide roadway expansion for increased commercial traffic flow at Diversion Dam Rd./SR79.
- Prepare for ADOT signalization of intersection.
- Widened ½ mile of Diversion Dam Rd. between SR79 and Bowling Rd.
- Realigned SCIDD Irrigation pipeline.



# Desoto Sewer Line Repair

- 30 foot section of line was removed and replaced at the correct elevation.
- Three sewer services were replaced during this project.
- Crews repaired the base of the manhole. They poured concrete on the base and created a trough to assist with flow.
- Crews (Utility & Streets) backfilled , compacted the trench and replaced asphalt.



# North WWRF Retrofit/Repair

- Installation 200' of new influent sewer line.
- Basin isolation valves and piping installed ; used for maintenance and low flow.
- Installation 300' of new effluent recharge line used for maintenance of retention pond.
- Grading work around screen and sand filter area.



# Sequence Batch Reactor #3 Restoration

- Basin power washed and checked for deterioration.
- Two mixer pumps rebuilt and reinstalled.
- Decanter unit restored with new actuators.
- Influent and discharge pipe re-coated with epoxy.
- Installation of new sludge pump





*Thank you*  
for your support.



# TOWN OF FLORENCE

## Community Development Department

*The Town of Florence will successfully capitalize on its favorable location, rich historical past, diverse neighborhoods, family-friendly parks and natural Sonoran desert setting to create a community and economic environment that is truly sustainable, desirable and respected. Florence will carefully blend the old with the new to strive to maintain its position as the heart and core of Pinal County (Town of Florence 2020 General Plan).*

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## MEMO

To: Brent Billingsley, AICP, CFM  
Town Manager

From: Mark Eckhoff, AICP, CFM  
Community Development Director

Date: October 3, 2016 Town Council Meeting

Re: Activity Report

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Ongoing projects and updates:

- The attached permit spreadsheet shows that the Town issued 12 single-family home permits for August of 2016 (please note that this report is written before the final September permit numbers were tallied).
- A lot of activity is occurring on the Town's Strategic Plan project.
  - Our main on-line survey has concluded.
  - An additional on-line survey was offered to FUSD High School students thanks to the efforts of the Deputy Manager and the FUSD.
  - Two Citizen's Advisory Group meetings occurred in September.
  - Stakeholder surveys were completed.
  - Results are being gathered from all surveys, interviews and forums, including the public forums held at Anthem at Merrill Ranch and The Windmill.
  - The Strategic Plan working group is anticipating a presentation to Council later in October.
- Our GIS Coordinator continues to look for ways to provide more services to our internal and external customers. Our new CIP tool is a recent example of his efforts.

- Staff attended an annual State Data meeting at MAG in September. Representatives from the U.S. Census Bureau were present to discuss the steps leading up to the 2020 U.S. Census.
- After several communications with Southwest Value Partners (SWVP), a potential land purchaser and their legal representative, the proposed sale of land within Merrill Ranch and the proposed change in the project's zoning/envisioned uses still seems to be on hold. At this time, staff continues to wait for a formal submittal from the subject parties to be able to act on these actions. New update: A representative of the purchasing entity stated that this transaction should still be going through before the end of 2016.
- The owners of a historic home on Bailey Street have submitted a Design Review application that contemplates the rehabilitation of this structure that has not been occupied for several years. This application is now being put together for HDAC review.
- Staff and the entire development team are working on a proposal to locate a new medical office building on Highway 287 adjacent to the Family Dollar store. The team has provided detailed review comments and will sit down with the developer to discuss all comments and next steps in order to expedite this project.
- Staff continues to respond to inquiries regarding the purchase of land within the Anthem or Anthem at Merrill Ranch communities. This is an ongoing item. Additional inquiries from engineering firms have been received during the month of September. In general, staff believes that multiple parties are conducting their due diligence before going forward with possible land acquisitions.
- The property owner and their engineering consultant have suggested new revisions to the Master and Parcel Five final plats for Mesquite Trails that have been under review. As such, these items will continue to be under review. Once approved by staff, they will be presented to the Town Council. Staff continues to wait for new submittals from the engineering consultant before being able to act on this item.
- Staff is already working with Parks and Recreation staff on planning for the 2017 Historic Home Tour. This is an ongoing item.

- Circle K Corp. has had multiple follow-up conversations with Town staff to discuss a new convenience store and gas station on Main Street south of their existing facilities. The owners plan to construct a new 5,000 sq. ft. building with 8 gas pump stations under a full canopy. The two existing Circle K stores would be closed if this new store is approved and constructed. As such, staff is discussing with them potential scenarios for the existing stores that would be closed if the new location is approved. Formal applications have been submitted and detailed review comments were shared with Circle K. Staff will have met with the applicants to review all comments and clarify next steps before the date of this Council meeting. This case should be presented to the Planning and Zoning Commission in the very near future.
- CCA met with staff to discuss a possible small expansion plan. CCA and the Town are researching this matter, as well as the DA entered into in 2010, and plan to reconvene soon. Staff has requested additional information from CCA in order to fully evaluate the impacts of a new facility and their compliance with the DA. This matter is ongoing. Once more information is collected, staff and CCA will convene a follow-up meeting. At this time, staff continues to wait for additional information from CCA.
- Council approved the easement and sign design for a new Town directional signage at the northwest corner of State Highway 79 and Main Street. Staff is working with a sign company to finalize this item for permitting and installation. Staff expects that the sign company will have this sign installed in October.
- Staff is awaiting an application from Pulte Homes for the acceptance of a new emergency access easement and the abandonment of existing emergency access easement all in proximity to Spirt Loop Way within the Sun City area of the Anthem at Merrill Ranch Road. Pulte has placed this item on hold. In the interim, staff is commencing a broader discussion with Pulte regarding emergency fire access and reviewing potential opportunities for additional emergency access in the Sun City area. This is being done in conjunction with the Fire Department. Town and Pulte staff met to discuss this matter at the August and September partnership meetings.
- Sunbelt Holdings met with this Department and Public Works in June to discuss their desire to pursue changes to their entitlements on their property along Arizona Farms Road in the near future. They would like to start platting their land and preparing for possible homebuilder interest in 2016-2017. No formal submittals have been received as of this date, but staff is aware that Sunbelt is discussing this matter with various planning and engineering firms.

- Minor General Plan Amendment, Text Amendment and Zone Change applications for the new Territory Square expansion project were approved. The Town and Florence Artisan Acres, LLC, as well as their legal representative, are now having ongoing discussions about a possible Development Agreement for this project.
- As of this writing, it appears that there are no purchasers for the historic home on Ruggles Street that lost its roof during a storm. Though the Town ended up being unable to prevent the issuance of the demolition permit, the owners have yet to proceed with the demolition request that they initiated.
- Staff continues to look forward to working with the new owners of the downtown hospital on their probable re-use plans.
- The informational pamphlet created to assist new historic property owners within the Town core with Historic District rehabilitation information has been very popular with our customers and visitors.
- The Pinal County Superior Court building expansion construction project has commenced.
- The Sunpower solar farm project east of Florence is making great progress. One issue pertaining to easements at the north end of the project for the benefit of the project and SRP is being worked out. This project should be complete in 2-3 months, but may not be fully activated until the end of the year. Press releases in September formally announced that Apple has acquired this project.
- Staff and SRP continue to work on our first SRP Aesthetics Fund Project (Abel Sub-station wall). SRP has advised staff that this project was successfully bid and construction should be underway soon.
- The building permit for the Cuen building restoration was issued on November 13, 2015. Though the owner made some progress on some structural and cosmetic issues on this building, the building remains far from complete and is not yet ready for occupancy.
- Staff is keeping in touch with ADOT on the North-South Corridor and Passenger Rail projects, but there have not been any recent meetings or milestones. Staff continues to advocate our preferences for both corridors in our land planning activities.

Staff met with the ADOT Director and others on July 18<sup>th</sup> to get an update on the North-South project and other ADOT projects in Town. ADOT is committed to completing a draft Tier One Environmental Impact Study on the project and presenting a 2,000 foot wide corridor for public review in 2017.

- There has not been a lot of visible activity in recent months on the first phase of the Mosaic Church project in the Anthem at Merrill Ranch community. There is no news to report on this specific project, except that staff has met with the church to discuss their plans for the remainder of the church property. At this time, it appears that the church is considering the sale of some land for a future assisted living facility. Staff has suggested greater coordination between the church and Pulte to facilitate a possible change of use on the church's property.
- Staff completed a draft updated Town's Sign Code along with the assistance of a project committee. The draft code was presented at Planning and Zoning and Historic District Advisory Commission meetings, as well as a Florence Chamber of Commerce forum. The document has been very favorably received thus far. Additional outreach, discussions and a formal adoption process are pending the review and direction of the Town Attorney. At this time, it may be the preference of the Town Attorney to defer this project a little more while we wait for other cities to approve their sign code updates. This direction was reinforced by the Goldwater Institute's recent decision to challenge the City of Chandler's Sign Code.
- At the May 16<sup>th</sup> Town Council Meeting, staff received direction not to pursue the Arizona Farms Annexations until after the November 2016 election. Others contemplating possible annexation applications seem to be voluntarily following this approach. We anticipate receiving some annexation direction requests later in the Fall or by the end of the year.
- There have not been any meetings of the Superstition Vistas committee meeting since February 2016.
- With Council's approval of the development incentives for the Florence Apartments renovation project, construction plans were submitted and approved. Permits were issued and construction has commenced. These projects will soon be completed.
- Our department continues to operate with one building inspector/plans reviewer, who also serves as our unofficial code compliance officer. I am cross-training a Planner in the office to assist our Inspector until more permanent plans are developed. We are also hopeful about possibly obtaining some contracted assistance until we can fund the inspector position.
- The Town Manager is promoting the ongoing enhancement of the "One Stop Shop" concept, which is fully supported by staff. Staff from various departments are increasing communications and working closely to improve all of the development related services that we provide. With this process, we are looking at ways to better utilize our on-line permitting system for the convenience of internal and external customers.

**TOWN OF FLORENCE**  
**Building Permits for 2005 Thru 2016**

Month	SFR 2005	SFR 2006	SFR 2007	SFR 2008	SFR 2009	SFR 2010	SFR 2011	SFR 2012	SFR 2013	SFR 2014	SFR 2015	SFR 2016	M/F 2005 thru 2015	M/F 2016	M/H 2005	M/H 2006	M/H 2007	M/H 2008	M/H 2009	M/H 2010	M/H 2011	M/H 2012	M/H 2013	M/H 2014	M/H 2015	M/H 2016	C/I 2005	C/I 2006	C/I 2007	C/I 2008	C/I 2009	C/I 2010	C/I 2011	C/I 2012	C/I 2013	C/I 2014	C/I 2015	C/I 2016	Other 2005	Other 2006	Other 2007	Other 2008	Other 2009	Other 2010	Other 2011	Other 2012	Other 2013	Other 2014		
Jan.	1	6	29	51	1	20	4	7	20	16	10	22	0	0	1	3	4	3	1	2	1	1	0	1	1	1	0	0	1	5	0	0	1	0	0	1	2	30	13	28	23	42	33	32	32	35	61			
Feb.	3	53	27	46	0	23	5	7	10	8	4	19	0	0	0	4	5	3	2	3	0	2	0	0	0	0	0	1	2	2	3	3	0	2	0	2	4	5	21	3	27	28	22	33	22	30	27	50		
Mar.	13	51	58	48	3	29	5	8	20	14	21	15	0	0	3	6	6	4	2	1	2	0	2	1	0	0	0	4	3	3	5	1	2	1	1	4	0	2	16	20	32	29	44	12	34	30	48	35		
April	2	38	36	50	23	17	26	4	27	11	24	7	0	0	2	9	5	1	0	1	4	0	0	2	2	1	0	1	2	7	1	4	3	2	3	3	4	7	12	10	16	30	48	29	32	20	38	45		
May	1	50	53	53	33	24	16	20	14	15	18	18	0	0	3	13	1	0	1	1	1	1	1	1	0	2	1	0	3	3	9	1	0	2	1	1	3	3	1	12	10	26	14	14	28	31	33	41	24	
June	5	90	52	52	28	23	11	22	15	8	16	22	0	0	4	4	2	0	2	2	1	0	0	0	0	0	0	2	2	1	2	1	2	1	4	0	6	2	6	2	19	12	21	33	27	33	23	35	19	26
July	3	32	54	57	35	15	5	12	11	20	24	13	0	0	2	5	1	0	0	1	0	0	0	1	0	0	0	2	3	2	1	0	6	6	1	6	3	3	9	16	22	36	26	14	17	24	24	18		
Aug.	0	19	32	38	16	6	13	12	19	9	12	12	0	0	1	1	3	0	0	0	1	0	0	0	1	0	0	0	0	9	3	1	1	1	4	4	1	0	5	10	28	27	28	15	19	23	39	14		
Sept.	35	6	1	31	10	6	7	14	8	12	11		0	0	2	2	1	0	1	0	0	0	0	0	2		1	1	3	2	1	0	6	0	1	8	3		11	16	9	38	23	20	17	18	28	35		
Oct.	2	16	21	23	11	5	7	12	14	13	10		0	0	4	6	2	2	0	0	0	2	2	0	0		5	4	2	2	2	1	1	0	4	4	3		17	16	30	56	21	20	18	40	56	28		
Nov.	2	20	17	18	24	5	8	8	11	7	16		0	0	4	2	2	1	0	3	1	0	0	1	0		9	1	3	4	2	0	0	1	1	6	3		19	35	16	30	33	37	41	33	41	33		
Dec.	33	26	31	0	17	0	5	12	13	11	10		0	0	2	7	4	1	3	0	1	0	1	0	0		2	2	1	1	1	2	2	0	0	10	2		57	27	18	20	25	23	31	42	34	29		
Total	100	407	411	467	201	173	112	138	182	144	176	128	0	0	28	62	36	15	12	14	12	6	6	6	8	3	17	21	25	47	22	13	28	14	22	52	33	22	228	188	273	364	353	297	317	360	430	398		

1. SFR = New Single Family Residential Homes  
 2. M/F = New Multi-Family Residential (duplexes, triplexes, apartments, etc.)  
 3. M/H = Manufactured Homes, Mobile Homes and Park Models  
 4. C/I = Commercial/Industrial New/Tenant Improvements  
 5. Other = Pools, Sheds, Fences, Signs, etc.

The month of August has definitely been a busy month. The citation intake has risen and our incoming revenue is up almost 34% from last year.

# COURT FINANCIAL REPORT

AUGUST 2016

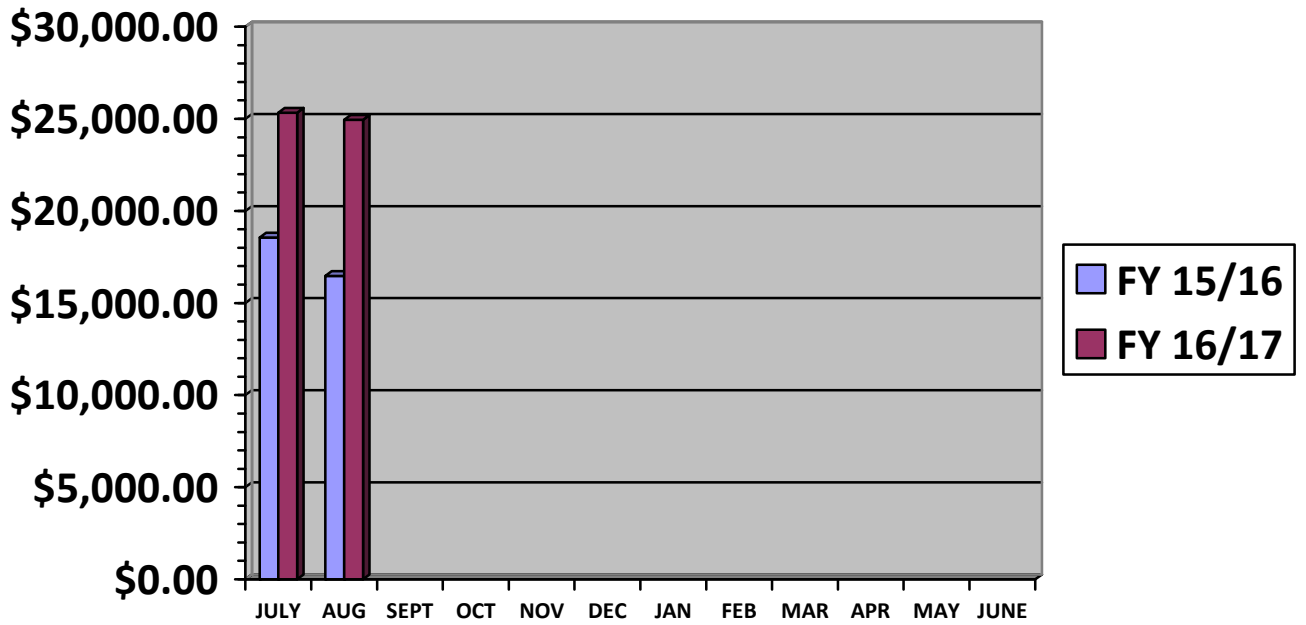
IRENE ENRIQUEZ – Senior Court Clerk

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DISTRIBUTION TYPE	AUGUST 2016 (CURRENT)	AUGUST 2015 (LAST YEAR)
<b>FINE, FEES, &amp; TRAFFIC</b>	\$13,138.72	\$6,039.52
<b>STATE SURCHARGES</b>	7,760.62	5,449.07
<b>STATE JCEF</b>	494.65	325.00
<b>LOCAL JCEF</b>	266.35	175.00
<b>STATE FINES</b>	413.78	504.31
<b>FLORENCE POLICE FUND</b>	320.90	1,394.05
<b>RESTITUTION</b>	125.00	55.97
<b>BONDS</b>	444.00	239.00
<b>PUBLIC DEFENDER FEE</b>	194.19	0.00
<b>JAIL HOUSING FEES</b>	418.91	831.96
<b>JUSTICE COURT FEES</b>	52.76	37.52
<b>GENERAL FUND</b>	32.00	0.00
<b>FARE SPECIAL COLLECTION FEE</b>	919.45	1031.29
<b>FARE DELINQUENCY FEE</b>	259.62	327.00
<b>VICTIMS RIGHTS ENFORC.</b>	101.60	62.80
<b>DEPT OF PUB SAFETY FUND</b>	0.00	0.00
<b>DOMESTIC VIOLENCE ASSESS</b>	0.00	0.00
<b>VARIOUS PD AGENCIES (DPS)</b>	0.00	0.00

COUNTY REVENUE	52.76	37.52
STATE REVENUE	9,949.72	7,699.47
TOWN REVENUE	14,371.07	8,440.53
VARIOUS PD AGENCIES	0.00	0.00
RESTITUTION AND BONDS	<u>569.00</u>	<u>294.97</u>
<b>TOTAL MONTHLY REVENUE:</b>	<b><u>\$24,942.56</u></b>	<b><u>\$ 16,472.49</u></b>



**33.99% Increase from 2015**



## CITATION BREAKDOWN

Below are the types of cases filed for the month of AUGUST 2016

CIVIL TRAFFIC VIOLATIONS	-	125
CRIMINAL TRAFFIC	-	20
CRIMINAL	-	10
DUI	-	3
DOMESTIC VIOLENCE	-	3



# Finance Department Memorandum

**To:** Brent Billingsley, Town Manager  
**From:** Gabriel Garcia, Finance Director  
**Date:** August 19, 2016  
**Re:** Finance Department Report

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## **Budget**

- Working on year-end close out.

## **Financial Reporting**

- Received CAFR award for financial reporting
- See attached monthly financial report (cash-basis) for August 2016.

The following charts and graphs are for financial activity (cash basis) for August 2016 (unaudited).

Comparison of Revenue and Expenditures to Budget for the Town's Major Funds

Fund	Revenue			Expenditures		
	Budget	Actual	% Collected	Budget	Actual	% Expended
General	\$ 14,783,648	\$ 1,467,867	10%	\$ 14,717,584	\$ 1,852,979	13%
Capital Improvement	1,225,000	29	0%	1,225,000	2,326	0%
Highway User Revenue	8,049,977	262,428	3%	6,922,874	651,330	9%
Construction Tax - 4%	160,000	32	0%	-	-	0%
Food Tax - 2%	276,000	3	0%	-	-	0%
Town Water	2,717,550	330,148	12%	4,294,882	97,934	2%
Town Sewer	6,431,856	482,767	8%	5,229,218	609,016	12%
Sanitation	922,250	114,994	12%	900,487	116,132	13%
<b>Total</b>	<b>\$ 34,566,281</b>	<b>\$ 2,658,268</b>	<b>8%</b>	<b>\$ 33,290,045</b>	<b>\$ 3,329,717</b>	<b>10%</b>

- Reported on cash basis. Revenues reflect a one- to two- month lag in collections.

Development Impact Fee Collections and Expenditures

Fee Fund	Beg. Fund Balance	Fee Collected	Interest	Ending Fund Balance
501 Sanitation	\$ 47,038		\$ 1	\$ 47,039
505 Transportation	1,054,881	14,102	12	1,068,995
506 General Government	-			-
508 Police	424,244	13,354	5	437,603
509 Fire/EMS	577,923	13,354	6	591,283
510 Parks	24,964			24,964
511 Library	55,920	4,466	1	60,387
596 Florence Water	123,924		1	123,925
597 Florence Sewer	384,079		4	384,083
598 North Florence Water	10,135			10,135
599 North Florence Sewer	12,628			12,628
<b>Total</b>	<b>\$ 2,715,736</b>	<b>\$ 45,276</b>	<b>\$ 30</b>	<b>\$ 2,761,042</b>

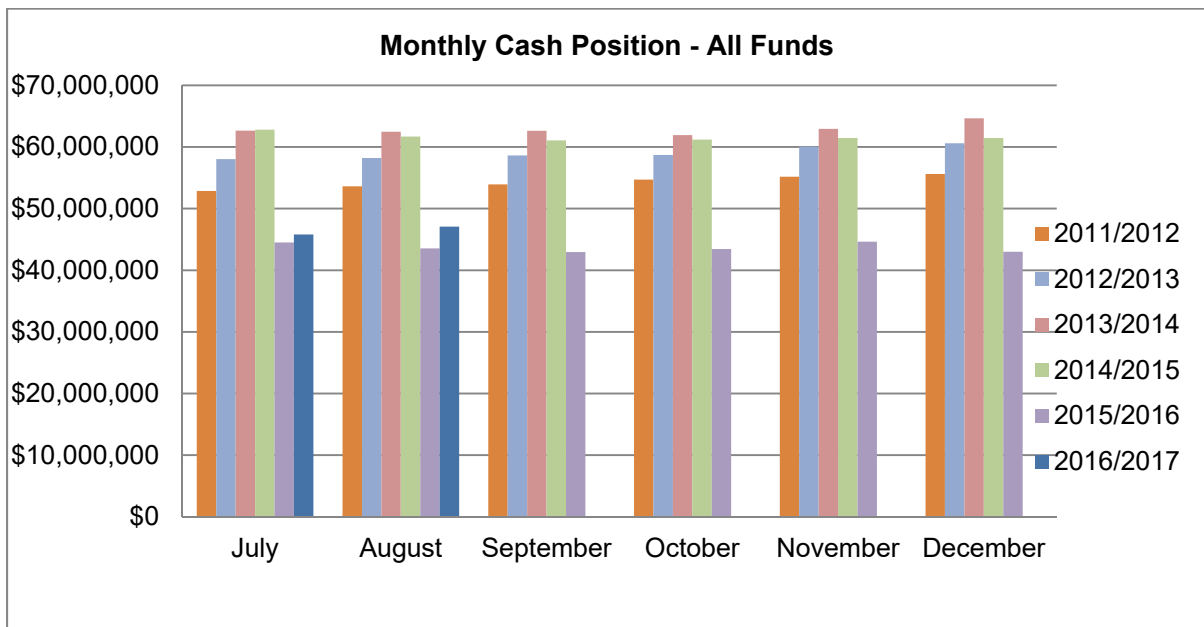
Comparison of General Fund Revenue and Expenditures Actual to Budget

<b>GENERAL FUND</b>	<b>Budget</b>	<b>Actual</b>	<b>Budget to Actual</b>
<b><u>Revenue by Category</u></b>			
Taxes	\$ 3,500,000	\$ 227,342	6%
Licenses and Permits	529,500	69,319	13%
Franchise Fees and Taxes	584,100	1,457	0%
Intergovernmental	7,516,355	1,067,620	14%
CE Inspection Fees	61,900	-	0%
Civil Engineering Fees	40,000	1,900	5%
Community Development Fees	186,500	13,518	7%
Charges-General Government	225,700	10,453	5%
Cemetery Fees	12,500	2,275	18%
Public Safety-Police	26,800	3,474	13%
Parks and Recreation	136,810	26,277	19%
Fines and Forfeitures	145,750	25,942	18%
Interest Earnings	100,000	709	1%
Public Safety-Fire	52,850	9,352	18%
Library	5,100	854	17%
Miscellaneous	43,100	2,920	7%
Economic Development	-	1,500	0%
Downtown Redevelopment	1,000	320	32%
Government Access Channel	7,900	-	0%
Seniors Fees	19,330	2,635	14%
Operating Transfer	1,588,453	-	0%
<b>Total Revenue</b>	<b>\$ 14,783,648</b>	<b>\$ 1,467,867</b>	<b>10%</b>
<b><u>Expenditures by Department</u></b>			
Town Council	\$ 128,821	\$ 43,017	33%
Administration	666,059	92,973	14%
Courts	177,999	14,217	8%
Legal	621,596	40,205	6%
Finance & Grants	791,329	110,523	14%
Human Resources	252,836	31,820	13%
Community Development	654,982	110,517	17%
Police Services	3,837,512	484,324	13%
Fire Services	2,918,693	380,733	13%
Information Technology	521,011	58,277	11%
Parks & Recreation Services	1,921,410	288,097	15%
Library	384,278	44,343	12%
Facility Maintenance	477,648	50,890	11%
General Government	1,129,224	85,122	8%
Cemetery	8,400	893	11%
Town Engineer	80,225	6,097	8%
Economic Development	145,561	10,930	8%
<b>Total Expenditures</b>	<b>\$ 14,717,584</b>	<b>\$ 1,852,978</b>	<b>13%</b>

- Taxes, franchise fees and intergovernmental revenues reflect a one- to two- month lag in collections

Cash and Investments – Bank Balances and Monthly Yield

Investment Report						
Account - cash balance	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16
NB/AZ - General Checking	\$ 6,622,006	\$ 7,924,587				
LGIP - 7256	\$ 8,912	\$ 8,915				
LGIP - 5953	\$ 222,256	\$ 222,341				
Stifel Nicolaus - Investments	\$ 38,948,688	\$ 38,906,069				
NB/AZ - PD Evidence	\$ 4,443	\$ 4,617				
<b>Total cash</b>	<b>\$ 45,806,305</b>	<b>\$ 47,066,529</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Account - monthly yield	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16
National Bank Arizona	0.05%	0.05%				
LGIP - 7256	0.33%	0.33%				
LGIP - 5953	0.39%	0.39%				
Stifel Nicolaus - Investments	1.25%	1.25%				





# Fire Department

## MEMORANDUM

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**DATE:** September 7, 2016

**TO:** Brent Billingsley, Town Manager

**FROM:** David Strayer, Fire Chief

**SUBJ:** Summary of August 2016 and Plans for September 2016

The fire responses for 2016-2014 are as follows:

August 2016	Location of Calls					
Type of Calls	<i>Florence Proper</i>	<i>Florence Gardens</i>	<i>Anthem</i>	<i>Prisons</i>	<i>Mutual Aid</i>	<i>Totals</i>
Brush Fires	0	0	0	0	0	0
Structure Fires	0	0	0	0	0	0
Vehicle Fires	0	0	0	0	0	0
Trash Fires	0	0	0	0	0	0
EMS	54	10	20	75	3	162
HazMat	1	0	0	3	0	4
Electrical Arching	0	0	0	0	0	0
Police Asst./Public Asst.	4	0	8	0	0	12
Unauthorized Burning	0	0	1	0	0	1
Good Intent	0	0	0	0	0	0
Controlled Burning	0	0	0	0	0	0
False Alarm/System Malfunction	1	0	3	1	0	5
Emergency Stand by (move up)	15	0	11	0	10	36
Other Calls	1	3	6	2	4	16
<b>TOTALS</b>	<b>76</b>	13	<b>49</b>	<b>81</b>	<b>17</b>	<b>236</b>

Three Year View	2016		2015		2014	
	Aug	YTD	Aug	YTD	Aug	YTD
EMS	162	1421	145	1225	156	1330
Fire Calls	0	44	6	51	4	47
All other Calls	74	549	48	527	56	629
<b>TOTALS</b>	<b>236</b>	<b>2011</b>	<b>199</b>	<b>1803</b>	<b>216</b>	<b>2006</b>

## *Summary of August*

August 2016

### *Fire Chief Report*

- Attended the Town Council Meetings held in August
- Attended all Management Team Meetings held in August
- Completed all assigned Strategic Plan interviews
- Notified of pending Insurance Services Office (ISO) grading – began pre-survey completion process and developed a game-plan to ensure the best approach
- Attended Fire/PD Communications meetings
- Attended the Local Emergency Planning Committee Meeting
- Attended meetings with Community Development on pending projects
- Assisted with Employee picnic
- Hosted meeting with American Medical Response (AMR) regarding upcoming contract negotiations
- Attended the Strategic Plan Facilitated Public Forum held at the Windmill Winery
- Implemented a new Fire Safety Public Education Program (see Chiefs Directive)
- Received a \$1500 Fire Safety grant from Avangrid/Iberdrola for the purchase of smoke detectors
- Attended a presentation on a flashover chamber training prop



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### ***CHIEF'S DIRECTIVE 16-03***

Date: August 15, 2016

To: All Fire Department Personnel

From: David Strayer, Fire Chief

Subject: Fire Safety Public Education Program

Florence Fire will be implementing a new Fire Safety Public Education program in the coming months. This program will be managed by Battalion Chief Kemp and tailored to the needs of our community, focusing on the following areas:

1. Fire Safety in Schools (assignments will be as follows):
  - Station 541 A-Shift - Florence High School Grades 9-10
  - Station 541 B-Shift - Florence Elementary School
  - Station 541 C-Shift - Florence High School Grades 11-12
  - Station 542 A-Shift - Anthem Elementary K-3
  - Station 542 B-Shift - American Leadership Academy
  - Station 542 C-Shift - Anthem Elementary Grades 4-8

School Pub Ed program coordinators (scheduling and curriculum):

- Florence Downtown Schools – Captain Corey Pine
- Florence Anthem Schools – Captain Jim Walter

2. Fire Safety for the Elderly

This program will consist of door-to-door smoke detector testing (along with new installations as needed) and sharing fire safety information with elderly residents at targeted retirement communities. Fire crews will be heavily involved in this program.

3. Fire Safety in the Historic District

This program will focus on fire safety issues directly related to historic buildings located in the Historic District. It will primarily be managed by Senior FD Staff Members.

### **School Contact Information**

General contact for FUSD

1000 S. Main Street  
Florence, AZ 85132

520-866-3500

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Florence Unified School District K-8

460 S. Park Street  
Florence, AZ 85132

520-866-3540

Contact: Anna Zelenka

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Anthem K-8

2700 N. Anthem Way  
Florence, AZ 85132

520-723-6400

Contact: Lisett Padulla

-----

American Leadership Academy-

Anthem South Campus  
4380 N. Hunt Highway  
Florence, AZ 85132

480-344-9800  
Contact: Director Stewart Enkey

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Florence High School  
1001 S. Main Street  
Florence, AZ 85132

520-866-3560  
Contact: Dora Zaragosa

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## ***Division Report - Administration***

### **Meetings**

- East Valley Ladder Meeting
- Reviewed 5- Pre-Application
- Drager Training Prop Meeting
- State Department of Corrections -Eymon- Preplanning
- Architectural review process
- Public Works -Hydrant Flow
- Public Works -Water Modeling
- Immigration and Customs (ICE) Facility-Preplanning
- Pinal County-proposed Lights in the Sky event.

### **Inspections**

- 20 Town Property /Building -Life Safety
- Home Daycare Inspection-Life Safety
- Banner Anthem-Life Safety
- Pueblo Restaurant-Hood System Inspection
- Headstart Knox box
- Vault Restaurant-Hood System
- Hydrant Flow Test Widow Field

### **Event Management**

- National Night-out

## **Training**

- EMT Refresher-24 hrs
- SW-Gas 8 hrs

## **Projects**

- Hydrant Flow Testing

## ***Division Report – Operations***

### **Physical Resources**

- **Apparatus** preparing for pump testing, ladder testing and hose testing

### **Uniforms/Personal Protective Equipment (PPE)**

- 13 sets of turnouts were sent to ECMS for cleaning and inspection according to NFPA 1851 2014 edition. *9 of the 13 sets were deemed out of service due to age and degradation.*

### **Communications Equipment**

- 3 headsets repaired for in- truck communication

### **Emergency Medical Services (EMS)**

- The new 2016 guidelines have been adopted by AEMS and placed in the redbook. One major change is with Dextrose. It will only be given in a D10% solution now. We will have to start carrying a 250mL bag of saline for this. There are other departments that are currently carrying mix bags of D10% already. We will look into this for the future. All 2015-16 changes with American Heart Association CPR, PALS, and ACLS have also been adopted.
- Paramedic and EMT refresher completed for Fire Department personnel.

*The narrative from a letter received from the Department of Health Services:*

*Hi Chief Sample,*

*I hope all is well with you. I want to thank you for continuing to support the SHARE Program. Working together, we can work towards our goal for Arizona to have the best survival rate from cardiac emergencies in the world. As you are aware, we are constantly working to obtain all outcomes, so your numbers may change each time we run a report since we use live data as our reporting source. Also, with small numbers in each category, your stats can be significantly changed from year to year.*

*Please compliment your crews for doing a fantastic job of clearly documenting their cardiac arrest calls. Please encourage them to continue to document bystander CPR type (traditional or chest compressions), who is performing CPR, effectiveness, if they received dispatch aided CPR instructions, and the time first CPR was provided.*

***Alyson Welch***

*Prehospital SHARE Program Director  
Arizona Department of Health Services  
Bureau of EMS and Trauma System*

**Training**

- Continued daily training and preparing for ISO grading
- Sending five personnel to Fire School

**Special Projects**

- Assisting in Hydrant testing
- Continued Pre-Plans on Town buildings
- Car seat communication with Banner Ironwood. The FD only has one car seat technician which he conducted approximately five installs for August.
- Continuing research on fire training structures to meet ISO training facility requirements.
- Preparing for education to send one personnel to Arson Investigation series
- Continued research on bed bugs to reduce exposure to FD members

***Plans for September***

- Begin formal contract negotiations with AMR
- Submit all required pre-survey paperwork to ISO and prepare for grading in October
- 5 members of Florence Fire will be attending the Arizona State Fire School taking classes in leadership and fire suppression
- Conduct hydrant testing in conjunction with Public Works and our GIS Department and update all hydrant records as needed
- Host a meeting with personnel from the Department of Corrections regarding threat assessments and emergency responses

# Florence Community Library

## October 3, 2016

### August Statistics

- 12,142 total items were circulated in August
- 87 library cards were issued
- 1,183 patrons signed up for use of the computer lab computers
- 2,608 wireless sessions were held between July 31, 2016 and September 3, 2016
- 64 person(s) attended 7 program(s) presented by the library

### 3M Cloud Library Transition

The 3M Cloud Library is becoming cloudLibrary. The updated icon design will be released to mobile devices beginning the 3rd week of September. Desktop apps will see the change the first week in October. This transition will not require any action on the part of users. cloudLibrary is the world's leading eBook and audiobook solution. It is designed to be accessible to library users wherever they want to read or listen. It boasts the best cross-platform user experience, offering intuitive browsing, downloading, reading, and listening and is the only platform that can integrate fully with self-service kiosks and discovery stations.

### Maximizing Success: Community Analysis for Library Planning Survey Results from LeCroy & Milligan Associates, Inc.

The Pinal County Library District (PCLD) received a grant through the Library Services and Technology Act (LSTA), a program administered by the federal government's Institute of Museum and Library Services (IMLS), for its Maximizing Success: Community Analysis for Library Planning project. The goal of the grant is to enhance collections, programs, and services by acquiring in-depth, data-driven knowledge about behaviors and usage patterns in each of the consortia member public libraries in Pinal County. To obtain the data needed to make good decisions about the library district's future directions, PCLD contracted LeCroy & Milligan Associates, Inc. to conduct a district-wide survey of library users and non-users of its 13 affiliate libraries. The survey period was from December 2, 2015 to March 4, 2016. For the Florence Community Library, data was collected from 223 library users and 11 library non-users. Unfortunately, the number of Florence respondents was too small for bivariate analysis, and all data is represented as descriptive statistics (i.e., frequencies of responses). Only three of the large PCLD affiliate libraries collected sufficient data for bivariate analysis.

Key findings include:

- 52% of users were between the age of 18 and 64, and 46% were 65 years of age or older.
- The two most frequently identified categories of other users in a household were other adults (65%) and tweens (15%).
- 80% of respondents lived in the 85132 zip code of Florence, AZ.
- Respondents commonly prefer to visit the library on a weekday morning (23%) or afternoon (24%). Forty percent of respondents indicated they had no preferred time to visit.
- Borrowing books (81%) and other media such as videos, music, or audio books (49%) are the main ways respondents make use of the library. Twenty-nine percent of respondents use a library computer.
- 77% percent of respondents rated customer service at Florence Community Library as "excellent."
- Almost two-thirds (64%) of users prefer to learn about library programs by e-mail.

# Memorandum



**To:** Brent Billingsley, Town Manager  
**From:** Bryan C. Hughes, Parks and Recreation Director  
**Date:** September 19, 2016  
**Re:** September 2016 Department Report

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The Town hosted the annual Arizona Aquatic Symposium on Wednesday, September 14<sup>th</sup> at the Library and Community Center. Nearly 50 aquatic facility managers from all over the State came to Florence to participate in the workshop and tour the Aquatic Center. Staff received many compliments on the facilities. We look forward to hosting similar workshops presented by the Arizona Parks and Recreation Association in the future.

I was fortunate to be the guest speaker at the Florence Rotary Club's meeting on September 15<sup>th</sup>. I gave an overview of the department, highlighted the new Florence Teen Council and discussed future projects.

The first Movie in the Park of the season was held on September 17<sup>th</sup> at the Multi-Purpose Fields at the Aquatic Center. The movie was "The Good Dinosaur". The next movie will be "Zootopia" on October 15<sup>th</sup>.

The Florence Teen Council (FTC), led by Kim "Koko Hunter and Recreation Staff, was busy during the last week of August.

- Five members attended the League Youth Program at the Arizona League of Cities and Towns Annual Conference. The teens did a great job representing the Town and were fortunate to be able to see what other groups are doing.
- The FTC took the lead in coordinating music and games at the last Teen Pool Party at Florence Aquatic Center on August 26<sup>th</sup>.
- The FTC coordinated a fun program, "Bingo, Brunch and Boogie," on August 31<sup>st</sup> with the Seniors at the Dorothy Nolan Senior Center. They were on the front page of the newspaper and received a nice "letter to the editor" from one of the senior participants at the event.

The FTC did not have any major events in September, but they continue to meet twice a week after school. Some members of the FTC attended the Movie in the Park and created balloon animals for the younger attendees. The FTC was once again fortunate to receive support from the community. Cathy Adam donated another \$500 towards the teen leadership program. Thank you again, Cathy!

Staff did a walk-through with Low Mountain Construction at the Library and Community Center as we approach the end of the one-year warranty period. There were no major



items were identified, but Low Mountain will be making some minor repairs in some areas.

The Parks and Recreation Advisory Board is scheduled to meet on Thursday, September 22<sup>nd</sup> at 5 p.m. at the Library and Community Center.

The 150<sup>th</sup> Anniversary Ad Hoc Committee is scheduled to meet again on Wednesday, September 28<sup>th</sup> at 5 p.m. at the Library and Community Center. The committee will be focusing their efforts on the last remaining events of the yearlong celebration, including the Jr. Parada Parade, Christmas on Main and the New Year's Eve Celebration.

**Parks and Recreation Department  
Divisions Report  
August 2016**

**Recreation/Aquatics/Special Events Programs**

Recreation Programs	Participants	Revenue	Notes
Before & After the Bell-Anthem		\$	Revenue included July/August
Before & After the Bell-Florence		\$	Revenue included July/August
Iddie Biddie Kiddies	7	\$253.75	
Adult Lap Swim	9	\$27	
Open Swim Adult	478	\$1,434	
Child Open Swim	850	\$850	
Open Gym (Adult)	101		Free Program
Open Gym (Teen)	18		Free Program
Teen Pool Party	128		FTC Program
Florence Teen Council	4		Free Program

**Facility Use Permits**

Number of Facility Use Permits	Number of Bookings	Estimated Number of Participants	Revenue Generated
47	168	4,607	\$1,387.50

### Fitness Center – Membership Package

Fitness Package Sales	Total	Revenue
Drop-In Fitness	13	\$65
Adult 6 Month		
Adult Monthly	96	\$1,728
Adult Annual		
Sr. Annual		
Employee Pass	16	Free
Green Tree Inn	33	Billed thru A/R
Sr. 6 Month		
Sr. Monthly		
Youth Monthly		
<b>Total Memberships</b>	<b>158</b>	<b>\$1,793</b>

### Fitness Center – Classes

Program	Resident	Non-Resident	Revenue	Notes
Silver Sneakers Classic	9	1	\$65	
Silver Sneakers Classes			\$	
Circuit Training	9	1	\$30	
Stretch it Out	6		\$10	Included in Fitness Center membership

- Estimated member sign-ins throughout the month: 1,034
- Total membership packages sold in August: 158
- Fitness Center revenue for August membership package sales: \$1,793
- Fitness Classes revenue for August: \$105
- Total August Revenue: \$1,898

### Miscellaneous Revenue

Product	Total	Revenue	Notes
150 <sup>th</sup> Commemorative Mugs	0	\$0	
150 <sup>th</sup> Commemorative T-Shirts	2	\$30	
150 <sup>th</sup> Commemorative Mouse Pads	0	\$0	
150 <sup>th</sup> Commemorative Banners	0	\$0	

## Dorothy Nolan Senior Center

Activity	Monthly Total
Anthem Pharmacy	03
Angel Care Discussion	10
Back Space 3, Yahtzee, Skip Bo, Dominoes, Cards, Scrabble, Cribbage, Phase 10, Shuffleboard, Wii Bowling, Bunco	272
Bingo	68
Birthday Cards	19
Bible Study	39
Breakfast	107
Blood Pressures	15
Blood Pressures – Florence Fire	06
Building Use	1,038
CAHRA	13
Crafts	4
Computer Help	0
Coolidge Shopping	7
County Food Boxes	40
Diabetic Presentation by:	0
Dinner Club – Mimi's Casa Grande	14
Dollar Store	3
Dental Clinic	17
Exercise Senior Center	18
Exercise with Rhoda	27
Extension Food Program – Isabelle	0
Fitness Center	29
Grief Support	3
Guardian Angel Installation	2
Hair Cuts By Tamara	0
Healthy Eating by Lou	10
Home Delivered meals 21 – 25 participants	403
Knit/Crochet Club	14
Lost Meals	25
Medicare Advocate Benefits	0
Movie & Popcorn	9
Music by Rudy	48
Senior Donation Account Meal Participants-	23
Senior Hot Topics	11
Staff Cooked meals & senior meal	70/23-93
Telephone Reassurance senior called	0
Volunteer Hours	22 @ 239
Wii bowling /Volleyball	22
Women's Hour	0
Senior Hot Topics	17
Staff Cooked meals & senior meal	133
Telephone Reassurance senior called	0

Volunteer Hours	
Wii bowling /Volleyball	4
Women's Hour	8

**Accomplishments:**

The Center served 362 meals to 51 participants. We had 3 new senior participant this month. Rides were provided for 30 riders, 177 trips to the Center, 17 errands and 0 Special Events. We traveled 2377 miles.

**Special Programming/Events:**

Food Boxes -40 Payson, Trip 33, Aloha Lunch & Bingo 23, It's My Life- 22, KoKo Bingo, Brunch and Boogie 41- 23 seniors/18 Teens

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# FLORENCE POLICE

*Monthly Report – August 2016*

Daniel R. Hughes, Chief of Police

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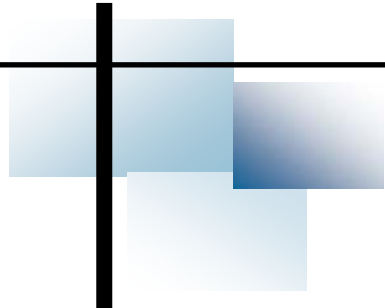


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425 N. Pinal St. □ P.O. Box 988

Florence, AZ 85132

Phone: 520-868-7681 □ Fax: 520-868-0158



*“The men and women of the Florence Police Department stand firm in our pursuit for justice and public trust. We will stay true to our mission of providing service and safety to our community with honor, respect, and integrity. We are committed to providing fair and equal treatment to those we encounter.”*

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The information contained in this report outlines significant information and activity within the Florence Police Department (FPD) during the month of August 2016. The monthly report is prepared for the Town Council's review and furthermore for the use by FPD to examine the current activity within the department and community to identify short-term and long-term needs, and develop plans for improvement to provide the highest level of service.

## Personnel

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Employee	Position	Effective
<i>New Hire</i>		
Lindsay Pate	Public Safety Dispatcher	8/2016
<i>Resignations/Terminations</i>		
Thomas Clifford	Evidence/Property Technician	8/2016
<i>Vacancies</i>		
2 full-time	Officer	Active Recruiting list
2 full-time	Public Safety Dispatcher	Open

## Chief of Police

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Chief of Police, Daniel R. Hughes attended the following meetings during the month of August:

- Town Council Meetings
  - Management Team Meetings
  - Weekly FPD Administrative Meetings
  - Purchasing Committee Meeting
  - Fire and Police Communication Meeting
  - Alliance to Combat Transnational Threat – Field Area 2 (ACTT FA-2) Planning Meeting
  - Pinal County Law Enforcement Association (PCLEA) Meeting
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## **Administrative/Support Services**

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The Support Services area includes the following: Communications Division, Evidence and Property, Crime Scene Investigator, Records Division, and Departmental Budget/Finances.

The Support Services Manager (Deanna Husk) had the following monthly activities:

- Administrative budget meeting
- Volunteers: Weekly meeting with coordinators
- Meeting with FD/Communications
- Review of Superior IGA
- Supervising on-going Laserfiche Project in Records
- Evidence/Property Technician resigned/retired. Job position posted and interviews will take place in September.
- Hazardous Communications Training completed by personnel
- Meeting with SMART 911 representatives

### **Communications**

- Lindsay Pate, Trainee began with the Florence Police Department
  - Fire Communications Meeting
  - 911 Administrative meeting attended by Communications Supervisor
  - DPS Audit at Florence Police Department
  - NLETS training DPS
  - Southwest Gas Emergency Response Training
  - Supervisor is covering shifts for those out and on vacation
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### Calls for Service

Below is a table that depicts the total calls for service handled by FPD dispatchers during the month of August. The numbers are shown by the incident locations and how the incident was reported.

<b>How Calls Are Received, Totals by How Received</b>				
	Beat 1	Beat 2	Beat 3	TOTAL
911 Line	52	13	22	87
Crime Stop Line	0	0	0	0
Officer Report	209	103	252	564
In Person	60	1	1	62
Radio Transmission	1	0	3	4
State TT/NLETS	0	0	0	0
Telephone	168	50	66	284
<b>TOTAL</b>	<b>490</b>	<b>167</b>	<b>344</b>	<b>1001</b>

### Average Response Time to Calls for Service

#### 6 Month Reporting Period: March 2016 to September 2016

	Mar	Apr	May	Jun	Jul	Aug
Priority 1	3:47	3:29	4:04	3:26	3:27	4:24
Priority 2	4:37	6:31	5:22	5:46	4:51	6:05
Priority 3	13:22	14:55	13:57	12:36	12:32	18:30
Priority 4	8:43	5:10	9:48	13:53	10:07	8:56

Definitions:

- Priority 1            These priorities are those in which there is an imminent danger to life or major damage/loss to property or an in progress or just occurred major felony.
  
  - Priority 2            These priorities are those in which a crime in progress might result in a threat of injury to a person, or major loss of property or immediate apprehension of a suspect.
  
  - Priority 3            These priorities are those in which there is no threat of personal injury or major loss of property.
  
  - Priority 4            These priorities are those of a report nature only.
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**AUGUST 2016 – Offense Count Index**

<b>Classification of Offense</b>	<b>Offenses</b>	<b>Unfounded</b>	<b>Actual</b>	<b>Offenses</b>	<b>Juvenile</b>
<b>CRIMINAL HOMICIDE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
a. Murder/Nonneg Manslaughter	0	0	0	0	0
b. Manslaughter by Negligence	0	0	0	0	0
<b>FORCIBLE RAPE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
a. Rape by Force	0	0	0	0	0
b. Attempt Forcible Rape	0	0	0	0	0
<b>ROBBERY</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
a. Firearm	0	0	0	0	0
b. Knife or Cutting Instrument	0	0	0	0	0
c. Other Dangerous Weapon	0	0	0	0	0
d. Hands, Fist, Feet, etc.	0	0	0	0	0
<b>ASSAULT</b>	<b>6</b>	<b>0</b>	<b>6</b>	<b>3</b>	<b>2</b>
a. Firearm	0	0	0	0	0
b. Knife or Cutting Instrument	0	0	0	0	0
c. Other Dangerous Weapon	1	0	1	1	0
d. Hands, Fist, Feet, etc.	0	0	0	0	0
e. Other Assaults – Simple	5	0	5	2	2
<b>BURGLARY</b>	<b>6</b>	<b>1</b>	<b>5</b>	<b>1</b>	<b>0</b>
a. Forcible Entry	1	1	0	0	0
b. Unlawful Entry/No Force	5	0	5	1	0
c. Attempt Forcible Entry	0	0	0	0	0
<b>LARCENY – THEFT</b>	<b>7</b>	<b>0</b>	<b>7</b>	<b>1</b>	<b>0</b>
<b>MOTOR VEHICLE THEFT</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
a. Autos	0	0	0	0	0
b. Trucks	0	0	0	0	0
c. Other Vehicles	0	0	0	0	0
<b>GRAND TOTAL</b>	<b>19</b>	<b>1</b>	<b>18</b>	<b>5</b>	<b>2</b>
Clearance(s) by Adult Arrest	1				
Clearance(s) by Juvenile Arrest	2				

\*\*All data presented in this report is tentative until monthly audit is complete

**Property & Evidence**

During the month of August 2016, there were 68 envelopes/packages involved in 49 incident cases submitted for processing by the Property and Evidence Section. Of the total, 68 envelopes/packages:

- 40 were evidence items of which 4 were sent to the lab, 15 await lab delivery and 21 were stored.
- 6 were for Safekeeping of which all were stored,
- 16 were Found Property of which 3 were disposed in the DBIN, 3 were released and 10 were stored.

The items of evidence involved the following crimes are:

- 20 - Drug Incidents
- 11 - DUI
- 9 - Theft
- 2 - Aggravated Assault
- 0 - Fraud
- 1 - Misconduct with Weapon
- 1 - Child Abuse

AUGUST 2016 – Property and Evidence Processing							
TOTAL PACKAGES	EVIDENCE STORED	SAFE KEEPING	FOUND PROPERTY	DISPOSAL	RELEASED	OUT TO OFFICER	SENT TO LAB
68	21	6	16	5	0	1	4
AUGUST 2016 – Submissions for Related Crimes							
DRUGS	DUI	THEFT	FRAUD	AGGRAVATED ASSAULT	MISCONDUCT WEAPON	CHILD ABUSE	OTHER
20	11	9	0	2	1	1	0

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## Crime Scene Investigation

### Other Considerations

- The status of the Police Evidence Trust Fund bank account has five pending items involving \$1939.00. Three are for safekeeping and two items are pending RICO forfeiture.
- Three traffic incidents involved the seizure of three Arizona license plates.
- Fingerprints were taken for 59 citizens by volunteers and the Property and Evidence Section. These included volunteers, employee applicants and private citizens.

## Crime Scene Investigative Section

The CSI position is still presently vacant with the resignation of the Evidence Technician on September 10, 2015 for this section. Reporting henceforth will be included in the Property and Evidence Section.



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## Operations/Patrol

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The Operations/Patrol Division is under the direction of Lt. Terry Tryon, and he has attended the following meetings during the month of August:

- Town Council Meetings
- FPD Management Team Meetings
- Weekly FPD Administrative Meetings
- Workflow Committee Meeting
- Alliance to Combat Transnational Threat – Field Area 2 (ACTT FA-2) Planning Meeting

The Professional Standards Unit had no reports of misconduct for the month of August.

### Criminal Investigations Unit

Number of new cases assigned in August:		4	
Observed Offense	Assigned Detective	Case Status	Notes:
Sex Offense-Juvenile	D. Helsdingen	OPEN	Initial, forensic and medical completed. PCA reviewing reports. Child in DCS order counseling.
Sex Offense-Juvenile	L. Gaston	OPEN	Initial and forensic completed.
Sex Offense-Juvenile	L. Gaston/D. Helsdingen	CLOSED	Indecent exposure to five year old child. Forensic completed, suspect removed from school, and charges approved.
Sex Offense-Juvenile	D. Helsdingen	TOT	In-custody juvenile reported being sexually assaulted while on the run in California. Initial completed, forwarded report to LE in California.
Number of cases carried over into August:		8	
Observed Offense	Assigned Detective	Case Status	Notes:
Assault	D. Helsdingen	Closed	Inmate assaulted correctional staff. Charges filed.
Theft	D. Helsdingen	Closed	Item returned to owner. Bike was part of the burglaries in Florence Garden. Victim did not want to assist with prosecution.
THEFT	D. Helsdingen	OPEN	Search Warrant. Buccal swabs taken from suspect connected to several burglaries in Florence Gardens.
Fraudulent Schemes	D. Helsdingen	OPEN	Attorney General Grand Jury Indictment-Bench warrant both suspects. Both subjects in-custody. One suspect currently in DOC. Another victim in Florence Garden was identified and willing to assist in prosecution.
Narcotic Drugs	D. Helsdingen	CLOSED	Obtain buccal swab from suspect, patrol filed charges.
Sexual Misconduct with Minor	D. Helsdingen	OPEN	Forensic interview and medical completed. County

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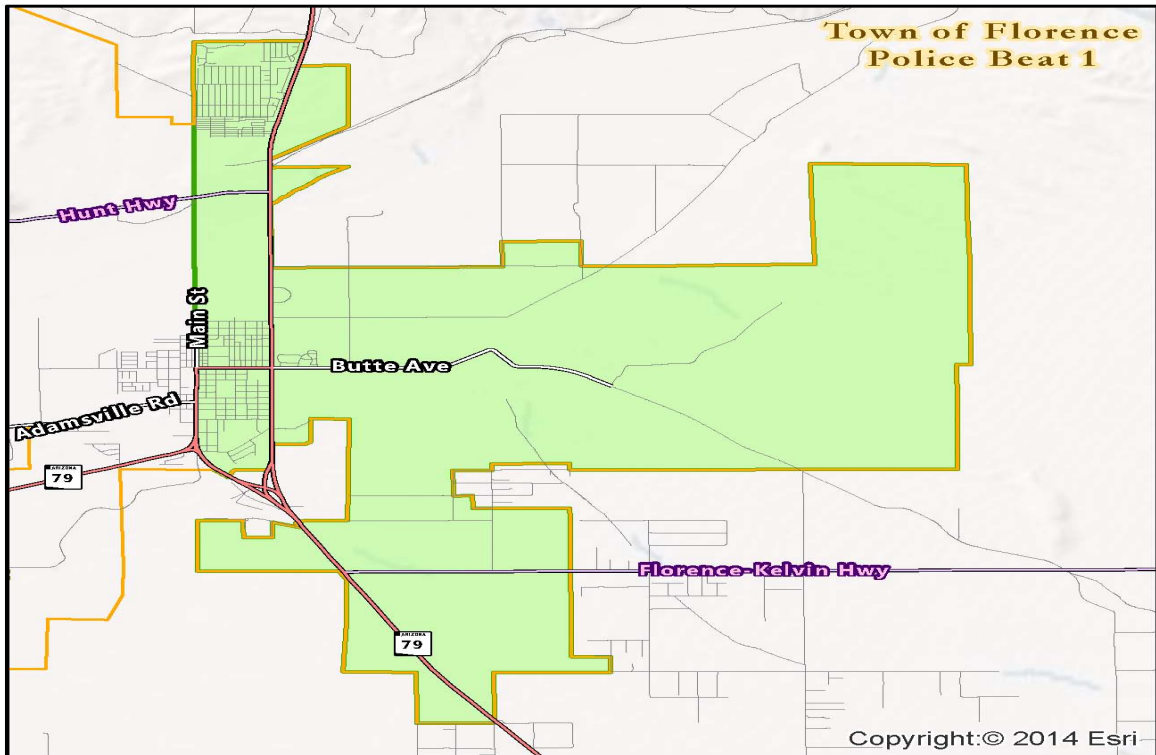
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			Attorney and Advocacy Center Involved. Second forensic completed second victim identified.
Child Neglect	D. Helsdingen	OPEN	Children removed. Waiting on CPS reports.
Found Property	D. Helsdingen	CLOSED	Jewelry found on suspect. Attempting to locate victims associated with jewelry.
<b>Number of joint cases worked in August:</b>		<b>3</b>	
<b>Observed Offense</b>	<b>Assigned Detective Primary/Secondary</b>	<b>Case Status</b>	<b>Notes:</b>
Narcotics	D. Helsdingen/L. Gaston	Closed	Suspect in custody, search warrant completed on cell phone, PCNTF assisted.
Civil/Theft	D. Helsdingen	Closed	Big Quick's moving civil issues and complaints from landlord and renters.
Domestic Violence	D. Helsdingen/L. Gaston	OPEN	Charges filed, follow up investigation into filing aggravated offense.
<b>Other Activity:</b>			
D. Helsdingen	FA2 Meeting Casa Grande		
L. Gaston	CAPAC Meeting Child Abuse Coalition-Shaken Baby Crimes		
L. Gaston	Forensic Interview		
D. Helsdingen/L. Gaston	Agency Assist ATL suspect Stolen vehicle		
L. Gaston/D. Helsdingen	Forensic Interview		
L. Gaston/D. Helsdingen	CART Training Glendale Table Top Exercise		
L. Gaston	Grand Jury Child Abuse Case x2		
D. Helsdingen	Grand Jury x2		

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## Beat 1



### **Beat Statistics:**

Beat 1 Supervisor – Sgt. D. Peterson  
There are 7 officers assigned to Beat 1  
Total number of calls for service (including traffic): 463  
Total number of traffic stops: 146  
Total number of accident reports taken: 13  
Total number of citations issued: 26 for 31 violations  
Total number of DUI: 1

### **Crimes against Persons**

Aggravated Assault: 1  
Assault: 4  
Sexual Assault: 4

### **Property Crimes**

Burglary: 5  
Criminal damage: 1  
Theft: 5  
Vehicle Theft: 1

### **Monthly Activities**

In addition to normal patrol, officers also conducted 150 Directed Patrols of businesses,

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apartment complexes, Florence Gardens and Caliente communities and the prisons.

### **Community Involvement and Education**

Officers have been monitoring the school crossings and continue to perform directed patrols at the school buildings and grounds to prevent and / or detect criminal activity at these locations.

### **Special Events**

No special events scheduled during August.

### **Upcoming Special Events**

No events scheduled during August.

### **Significant Calls for Service**

Aggravated Assault reported at N. Pinal Pkwy (CADC) – An inmate threw an unknown liquid into the face and mouth of a prison employee. Charges were prepared and forwarded to the court.

Sex Offense reported at E. Diversion Dam Rd. (Youth Justice) – A female inmate reported that she was sexually assaulted in a facility in Visalia, California. The case was turned over to the Visalia Police Department.

Assault reported at N. Bowling Rd. (FCC) – An inmate reported that in May 2016 he was assaulted by three other inmates, receiving minor injuries. Charges pending interview with victim.

Assault reported at E. Diversion Dam Rd. – An employee of the halfway house confronted an inmate in regards to him having a cell phone (against policy). The employee removed the phone and the inmate snatched the phone from her hand (no injury sustained). The employee refused to press charges.

Assault reported at E. Diversion Dam Rd. (Youth Justice) – An inmate punched another inmate in the face causing a minor injury. Charges were prepared and forwarded to the court.

Assault reported at E. 3<sup>rd</sup> St. – Two females were in a verbal dispute which escalated to one slapping the other's face, no injury sustained. Neither party wished to press charges. One female left the scene.

\*\* Five of the above incidents occurred in a Correctional facility.

Burglary reported at N. Iowa Avenue – A male reported that someone had gone through his vehicle and moved things around. The male stated nothing appeared to be missing from the vehicle but he wanted to make a report. The officer asked the male to check the area around his house for anything that may be missing. The male then noticed that an air compressor (valued at \$200.00) was missing. The air compressor was recovered a short time later at an unoccupied neighboring residence by the officer.

Burglary reported at E. 12<sup>th</sup> Street – A female reported that she left her home for twenty minutes to drop her husband off at work. When she returned she noticed that her dresser drawers had been gone through and a book of Wells Fargo checks and three rings were missing. The rings

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were valued at a total of \$1,000.00. The officer was unable to collect any usable evidence (fingerprints, DNA, etc.).

Burglary reported at E. Duron Street – A television (value \$750.00) was removed from the residence with no signs of forced entry.

Burglary reported at S. Elizabeth Street – A couple reported that when they returned home after a few days out of town they found the lock on the door knocked off and an air conditioner removed from a window. The couple reported several items (stamps, swimsuits, lockboxes, speakers, picture frames) stolen. The estimated value is \$649.00. The couple is preparing a list of the property for the officer. The couple named several persons they suspect of this crime.

Burglary reported at E. Ruggles Street – A male reported that when he returned home after being away overnight that his shed was open and several items were missing. Three old laptop computers, two drills, an 8mm camera, clothing and several tools (estimated value \$575.00). The male further stated he believed the suspect to be a male that had been staying at his home and that that male was recently asked to leave.

Theft reported at N. Dakota Avenue – A male reported that someone entered his truck and removed padlocks w/ keys (\$20.00), three phone chargers (\$60.00) and a gray and black bag (\$20.00). There was also a bicycle left at the scene which the officers collected DNA samples from to help identify a suspect. The bicycle was inventoried at the police station.

Theft reported at N. Illinois Avenue – A golf cart was reported stolen from the carport area. Officers canvassing the area located the golf cart a short time later. Officers then collected DNA swabs from the golf cart to help identify a suspect.

Theft reported at E. Saguaro Drive – A female reported that a Garmin GPS and a phone charger were stolen from her vehicle (unknown vehicle).

Theft reported at E. Butte Avenue – A resident reported that they were preparing to move and noticed several items missing. The resident further stated that they had been allowing several people to stay at their home during the past couple of months. Each of the persons that they allowed to stay has a criminal history.

Theft reported at E. Stewart Street – A male reported that an unknown person entered his vehicle and removed a “duty Belt” with handcuffs, a cuff key, a flashlight and tan work boots. Estimated value is \$300.00. Due to the condition of the vehicle no evidence was able to be collected.

Criminal Damage reported at N. Florence Blvd. (RV storage) – The manager of the RV storage yard reported that an unknown person(s) entered the area and damaged a mesh fence and flattened a couple of tires. The total cost of damage is estimated at \$300.00. The officers noted that there were no footprints or other collectible evidence.

Crime was up slightly in the Beat 1 area. Of the above twelve calls, the burglary, thefts and criminal damage appear to be connected. Directed patrols of the area were increased which resulted in no further calls in the area. Officers in Beat 1 conducted directed patrols in the areas of all of the above crimes. While performing these directed patrols officers recovered some of the

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stolen items. Officers also conducted field interviews of persons throughout Beat 1 and inquired if there was any knowledge of the above crimes. The directed patrols and field interviews were utilized to gather information, suspects and also to provide a presence in the community to help deter additional crimes.

Total number of accident reports taken: 13 total accidents, 8 of which were on private property.

Accident occurred on S. Park Street – A vehicle backed from a residential driveway and struck a vehicle which was parked along the sidewalk. No injuries were reported.

Accident occurred on N. Pinal Parkway / Butte Avenue – A male reported that another vehicle drove into his lane and forced him off of the road. When he went off of the road his vehicle sustained a flat tire and some damage around the tire.

Accident occurred on E. Gressinger Street – Private property accident, no injuries.

Accident occurred on E. Butte Avenue – Private Property accident, two vehicles collided in the Eyman Prison parking lot. One driver complained of pain and was treated on scene by Southwest ambulance.

Accident occurred on E. 8<sup>th</sup> Street at Pinal Parkway – A male pulled out from 8<sup>th</sup> street onto Pinal Parkway and struck a southbound vehicle. The driver that was at fault was cited. The injured motorist was taken by helicopter to Chandler Hospital.

Accident occurred on E. Butte Avenue / Cook Unit – Private property accident, no injuries.

Accident occurred on E. Stewart Street – Private property accident, no injuries.

Accident occurred on N. Pinal Parkway Avenue – A single vehicle accident occurred when a javelin crossed the road and was struck by a vehicle.

Accident occurred on E. Diversion Dam Road – Private property accident in GEO parking lot, no injuries.

Accident occurred on E. Butte Avenue – Private property accident in Parole parking lot, no injuries.

Accident occurred on E. 8<sup>th</sup> Street – Private property accident in church parking lot, no injuries.

Accident occurred on N. Pinal Pkwy / Private Property. Motorist struck a pole while backing up in CADC parking lot. No injuries.

Accident occurred on S. Main Street / Hwy 287 – Vehicle that was eastbound at stop sign pulled out in front of a southbound vehicle causing the accident. A citation was issued to the driver that was at fault.

### **Training**

Officers received in house training on department policy during shift briefings. Employees received computer training for OSHA Hazard Communication. Officers were also trained in dealing with Transgender persons.

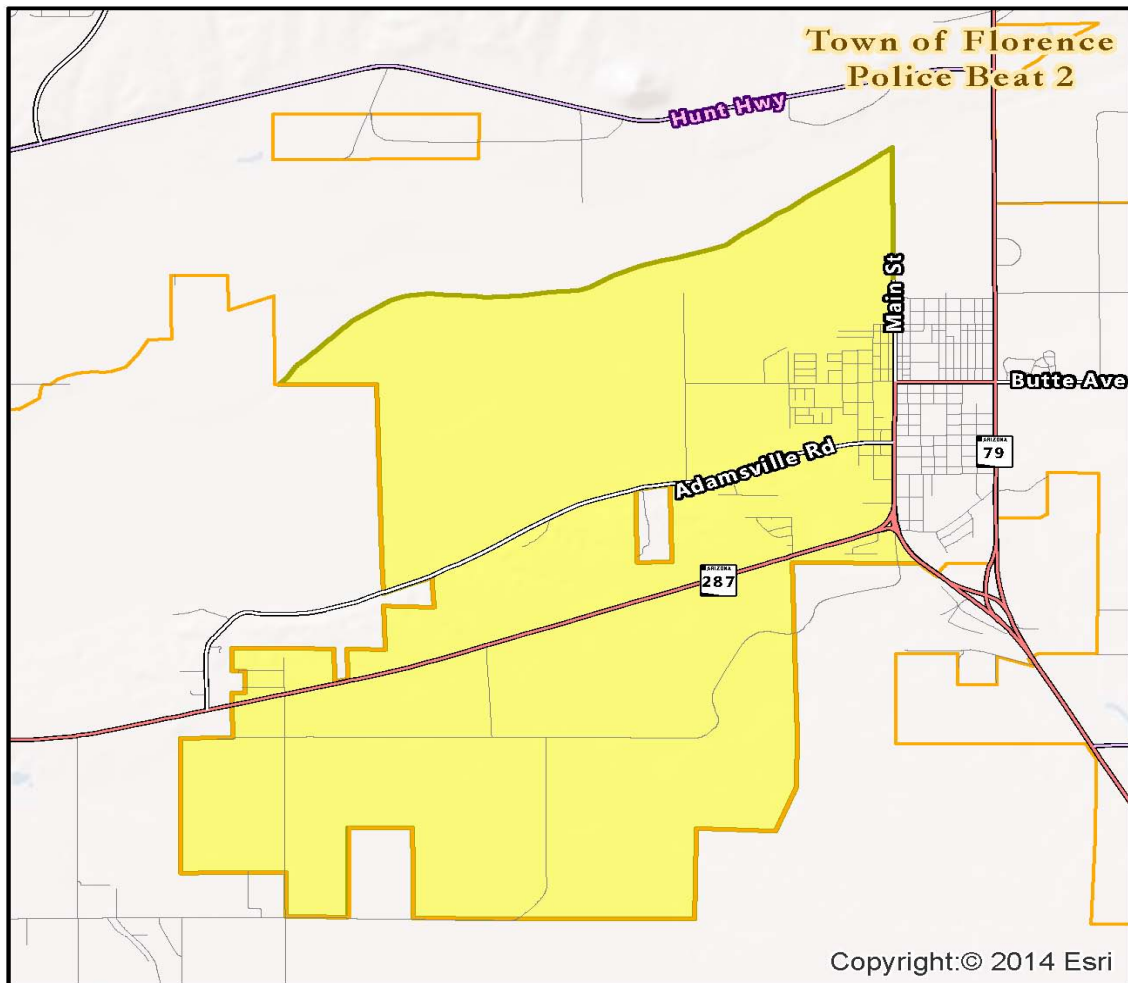
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## Beat 2



### **Beat Statistics**

Beat 2 Supervisor – Sgt. D. Campbell

There are 6 officers assigned to Beat 2

Total number of calls for service (including traffic): 153

Total number of traffic stops: 58

Total number of accident reports taken: 0

Total number of citations issued: 11 for 15 violations. Citations were issued for speeding, expired registration, vehicles not having mandatory insurance, passing a stop sign and driving without a license.

Total number of DUI: 0

### **Crimes against Persons:**

Assault: 1

### **Property Crimes:**

Burglary: 1

Criminal Damage: 4

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Theft: 2

### **Monthly Activities**

Officers conducted 52 directed patrols during the month. These patrols are conducted to detect and / or deter criminal activity. Directed Patrols were conducted regularly at Heritage Park / Territory Square Park, The Silver King / Padilla Square Park, McFarland State Park, Desert Palms apartments, Florence High School and The Holiday Inn. Officers contacted employees at local businesses during normal hours of operation. During off hours, locations were checked for secure windows and doors. Patrol Officers issued written warnings to various citizens due to parking violations. Once the citations were written, corrective action has been taken by the home-owner.

### **Community Involvement and Education**

Officers conducted 52 directed patrols of the local business and issuing warning citations for parking violations to include 15 field interviews.

During the month FLPD conducted stationary surveillance on suspected drug houses. FLPD contacted all subjects riding bicycles to inform them of state laws. A high volume of traffic stops were conducted in the area of Attaway Road and Hunt Highway to provide education and suppression of narcotics. Multiple subjects who had outstanding warrants were apprehended and booked into Pinal County Sheriff's Office Adult Detention Center.

### **Special Events**

During the month of August, Florence Police Department, Florence Fire Department and Pinal County Attorney's Office participated in National Night Out located at the Anthem Community Center. During the event, citizens asked multiple questions and were provided information on protecting their neighborhoods and gun safety.

### **Upcoming Special Events**

None

### **Significant Calls for Service**

Assault reported at the Florence High School, 1000 South Main Street, reference a fight not in progress. FLPD arrived on scene and contacted school administrators. The school's principle reported two female students were involved in a physical altercation with no significant injuries. The students were already sent home prior to FFD being notified. Based on the video surveillance and admissions, one student was cited for assault, disorderly conduct and criminal damage due to a lap-top computer being damaged.

Theft reported at the Florence Cemetery, 300 East Salazar Road, reference a theft. FLPD arrived on scene and contacted the reporting party. The RP stated that two solar lights described as angels of paradise with multiple colors were stolen from a gravesite. The victim stated this is an issue, as other visitors have reported items missing, but they were not reported. During this case, FLPD patrol located two large concrete angel statues. These items were returned to the owner.

Criminal Damage reported at the Aquatic Center, 174 West 1<sup>st</sup> Street, reference criminal damage. FLPD arrived on scene and contacted the reporting party. The RP reported the men and woman's

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restroom signs have been damaged and torn from the door. FLPD canvassed the area looking for investigative leads. Due to no surveillance cameras nor witness, no leads were developed. The RP valued the sign replacement to be \$500.00 U.S.D.

**Training**

During the month of August one officer attended training provided by the Pinal County Attorney's Office reference Report Writing.

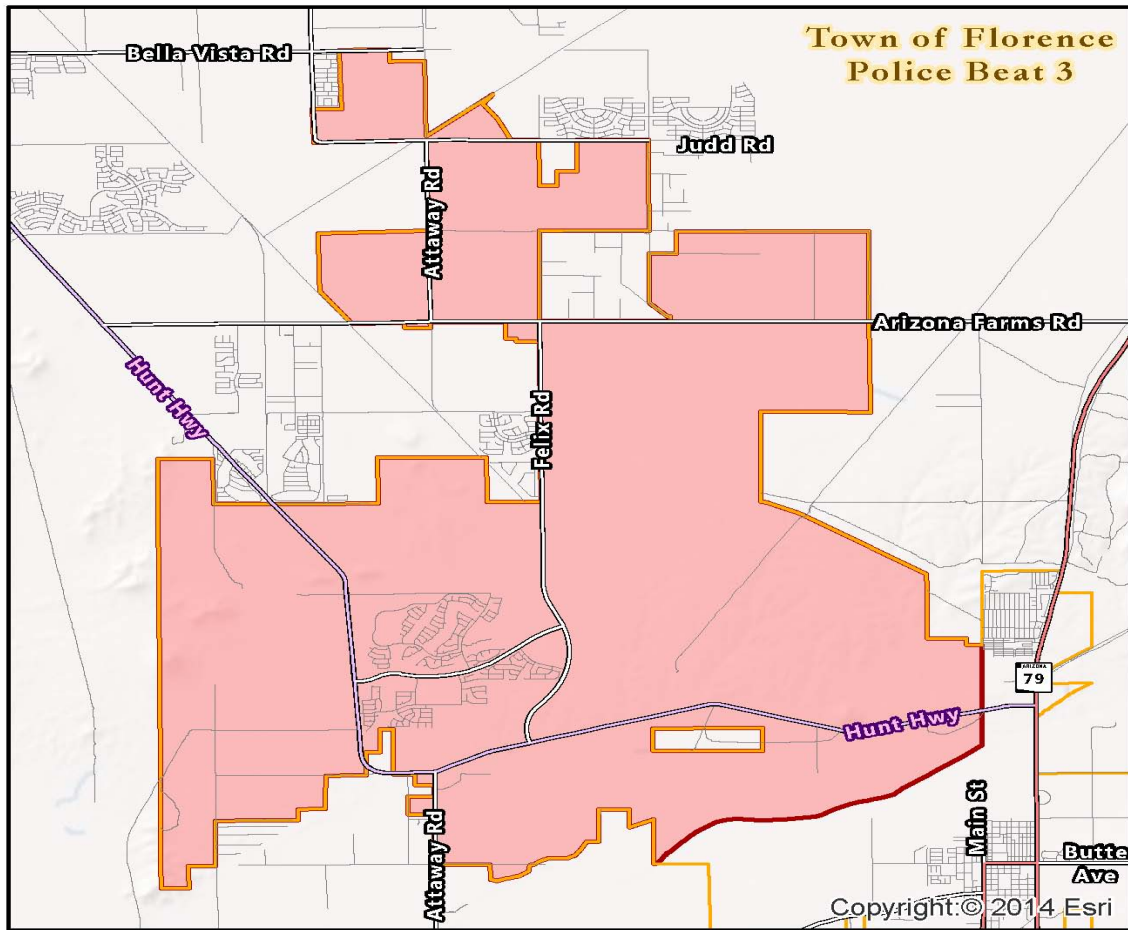
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### Beat 3



#### **Beat Statistics:**

Beat 3 Supervisor – Sgt. S. Morris  
There are 7 officers assigned to Beat 3  
Total number of calls for service (including traffic): 326  
Total number of traffic stops: 206  
Total number of accident reports taken: 6  
Total number of citations issued: 82 for 106 violations  
Total number of DUI:

#### **Crimes against Persons:**

None

#### **Property Crimes:**

Theft: 1

#### **Monthly Activities**

For the month of August, the total calls for service was 326, compared to 316 in July which

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shows a 3.06 % increase. The increases in calls are traffic related. A total of 91 directed patrols were conducted.

The juvenile detention log was completed as required by state law. The Florence Police Department didn't detain or arrest any individual under the age of 18 for the month of August.

The mobile speed signs are both functioning. An upgrade is currently being done to increase performance. It should be completed by the first week in August. Traffic appears to be abiding by the posted limits, as traffic citations for speed have gone down. The speed trailer has been in Florence Gardens per their request.

For the month of August, traffic enforcement in the Beat 3 areas consists of 206 traffic stops, with 82 citations, and 106 violations. A total of 6 traffic accidents have taken place, one with severe injuries, and the others were minor. All but one occurred on side streets, with the one being on Hunt Hwy and Attaway Rd.

### **Community Involvement and Education**

The Beat 3 officers continue to look for code enforcement violations and have started enforcing parking violations. No citations have been issued and no significant problems this month.

Contact has been made with the Association members, and they keep in contact bi-weekly via email and Officer Palmer. We work together to address all issues that the community may have. No issues for the month of August.

### **Special Events**

Officers attended the National Night Out in Anthem on August 2<sup>nd</sup>. This was the second year for this event. Hopefully next year will produce a better turnout, with more advertising.

### **Upcoming Special Events**

None for September

### **Significant Calls for Service**

Theft reported at N. Monticello Dr. – An unknown person entered the victim's unlocked vehicle and removed 6 compact discs and a small amount of loose change. The vehicle was parked in front of the victim's home.

The only accident with injuries took place at the solar plant at Hunt Hwy and Felix Road. A worker drove his tractor into the canal. He was not familiar with the terrain. He was transported to the hospital with non-life threatening injuries.

The other five accidents were minor in nature, low speed, or property damage only accidents.

### **Training**

Hazardous Communications training was completed by officers. Community Dashboard briefing is also covered in briefings.

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### **K-9 Unit**

Number of officers assigned to K-9 unit: 1, K9 Guilin K2

Total number of vehicle stops: 16

Total number of K-9 Utilizations: 3

Total number of vehicle hand searches: 2

Total amount of narcotic seizures (weight): 0

### **Significant K-9 Incidents**

K9 Guilin responded to 27 calls for service and conducted 16 traffic stops with 2 deployments for his K9 partner Russ.

Out Aid - Florence Police Department Patrol Division along with FLPD K9 Division arrived at Florence High School to conduct a premises search that included vehicles and classrooms. FLPD contacted school administrators and searched random classrooms. During the search no items of evidentiary value were located. These school searches are conducted randomly which will provide school staff insight on potential narcotic activity to include notifying the students that drugs are not tolerated at the school.

### **Other K-9 Activity**

K9 Guilin attended weekly K9 detection along with the Pinal County Sheriff's Office K9 Unit. During the four hour block of detection, K9 Guilin's service dog detected marijuana, cocaine, methamphetamine and heroin without incident.

### **Volunteers**

The Florence Volunteers put in a total of 187.25 hours for the month of August. There were a total of 11 volunteers that donated their time this month. They attended the monthly TRIAD meeting, which deals with the elderly, as well as the Guardian Angel program. The Victim Services Unit was utilized once this month. The volunteers continue to assist the police department with fingerprinting, front desk reporting, funeral escorts, and any special events hosted by the Town of Florence. The volunteer program is becoming more actively involved in house watches, school zones and business checks.

### **Grants**

During the month of August 2016, Florence Police Department was awarded 2017 fiscal year grants from GOHS that become effective starting October 2016. The grants awarded covers overtime costs for selective enforcement activities in the total amount of \$33,000.

Florence Police Department purchased 71 car seats from the 2016 Traffic enforcement grant from GOHS. The seats were purchased through our local San Tan Valley Wal-Mart.

Approval was received from the Gila River Tribal Council during the month of August to adjust the request from a dispatch console to radios for purchase through the Gila River Grant.

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**Funding Updates/Az Governor’s Office of Highway Safety**

The Department reported the following to the Governor’s Office of Highway Safety:

DUI (Driving under the Influence) Task Force monthly sustained activity reported to the Governor’s Office of Highway Safety:

- Number of details worked: 0
- Number of arrests during details: 0
- Number of officers worked: 0
- Number of hours worked: 0
- Number of vehicles stopped: 0

Outcome of Stop	Total Number
Civil	0
Criminal	0
DUI Drugs	0
Designated Driver	0
DRE (Drug Recognition Expert) evaluations	0

**Training**

Efforts are continually made by the training staff to incorporate and provide quality training to all FPD (Florence Police Department) officers. FPD staff has worked diligently to reduce training costs by providing required internal training.

**Traffic**

Total number of Citations issued for the department: 125 for 160 violations

**Directed Patrols**

The Police Department conducted 303 Directed Patrols during August. Directed Patrols are a proactive, police-initiated, approach which focuses patrol resources on the places with highest risks of serious crime to increase crime prevention. Statistics have proven that an increased proactive patrol in high crime areas has decreased crimes.

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