

TOWN OF FLORENCE REGULAR MEETING AGENDA

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



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

Monday, November 21, 2016

6:00 PM

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the Town of Florence Council and to the general public that a Regular Meeting of the Florence Town Council will be held on Monday, November 21, 2016, at 6:00 p.m., in the Florence Town Council Chambers, located at 775 N. Main Street, Florence, Arizona. The agenda for this meeting is as follows:

1. CALL TO ORDER

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

3. MOMENT OF SILENCE

4. PLEDGE OF ALLEGIANCE

5. CALL TO THE PUBLIC

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

6. PRESENTATIONS

a. Presentation on the American Legion Historic Plaque (Commander David Wall and Oliver Cartwright)

b. **Presentation** of Resolution No. 1604-16 to Harpo Celaya: Discussion/Approval/Disapproval of **A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, SUPPORTING H.R. 6034 – TO DESIGNATE THE FACILITY OF THE UNITED STATES POSTAL SERVICE LOCATED AT 501 NORTH MAIN STREET IN FLORENCE, ARIZONA, AS THE “ADOLFO ‘HARPO’ CELAYA POST OFFICE”.**

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

- a. **Recommendation of** approval to the Arizona Department of Liquor Licenses and Control on the Florence Gardens Mobile Home Association's Special Event Liquor License application, for their Three Parks Wine Tasting and Micro Brew event, to be held at the Florence Gardens Clubhouse, on January 31, 2017. (Lisa Garcia)
- b. **Acceptance of the** public improvements for the Anthem at Merrill Ranch Subdivision Unit 53. (Chris Salas)
- c. **Authorization to enter** into an agreement with the Arizona Department of Homeland Security, to accept funds in the amount of \$88,000, for overtime wages, benefits and vehicle mileage to conduct Operation Stonegarden border enforcement activities. (Jennifer Evans)
- d. Approval of the **October 3** and **October 17, 2016** Council minutes.
- e. Receive and file the **September 22, 2016** Parks and Recreation Advisory Board minutes.

8. NEW BUSINESS

- a. **Discussion/Approval/Disapproval** of the Purchase and Sale Agreement for long term storage credits with the Central Arizona Water Conservation District. (Brent Billingsley)
- b. **Discussion/Approval/Disapproval** of purchasing a Skid Mounted 1.5 M Belt Filter Press and associated equipment for the South Wastewater Treatment Plant, from Sebright Products, Inc., in an amount not to exceed \$340,983.50. (Chris Salas)
- c. **Discussion/Approval/Disapproval** of entering into a contract with Superior Tank Solutions, Inc., for the rehabilitation and protective coating for Water Storage Tanks 5A and 5B, in an amount not to exceed \$431,940.00. (Chris Salas)
- d. **Resolution No. 1605-16:** Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, DECLARING AND ADOPTING THE RESULTS OF THE GENERAL ELECTION HELD ON NOVEMBER 8, 2016. (Lisa Garcia)

9. TOWN MANAGER'S REPORT

10. CALL TO THE PUBLIC

11. CALL TO THE COUNCIL – CURRENT EVENTS ONLY

12. ADJOURNMENT

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

POSTED ON NOVEMBER 18, 2016, BY LISA GARCIA, TOWN CLERK, AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA, AND AT WWW.FLORENCEAZ.GOV.

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



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 6b.

MEETING DATE: November 21, 2016

DEPARTMENT: Administration

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

SUBJECT: Resolution No. 1604-16 : Supporting H.R. 6034

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

RECOMMENDED MOTION/ACTION:

Motion to adopt Resolution No. 1604-16: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, SUPPORTING H.R. 6034 – TO DESIGNATE THE FACILITY OF THE UNITED STATES POSTAL SERVICE LOCATED AT 501 NORTH MAIN STREET IN FLORENCE, ARIZONA, AS THE “ADOLFO ‘HARPO’ CELAYA POST OFFICE”.

BACKGROUND/DISCUSSION:

Town staff has been working with Harpo Celaya, his family, and Representative Gosar to name the Post Office after our hometown hero “Adolfo “Harpo” Celaya. All of the information was submitted on time to the Oversight and Government Reform Committee. The bill was formally introduced on Monday, November 14, 2016, with the entire Arizona House Delegation as original cosponsors. The official text of H.R. 6304 is attached.

The bill was considered by the Oversight and Government Reform Committee on November 16, 2016, and approved by unanimous consent. The next step is a Resolution of Support by the Mayor and Town Council. This resolution will be added to the information prior to going to the House floor for consideration. When and through what parliamentary procedure the bill is taken up for a vote is at the discretion of House leadership. Staff will keep Council, Harpo, and the Celaya family informed as to timing.

Staff is proud to announce that Harpo Celaya has agreed to ride in the Florence Jr. Parada Parade as our Hometown Hero. We take great pride in honoring his commitment to his county and his service to Florence.

Special thanks to Representative. Gosar, and his staff, for joining with the Town to honor Harpo, his service, and the Town of Florence. We look forward to the continued progress of this bill and renaming of the Post Office as the “**ADOLFO ‘HARPO’ CELAYA POST OFFICE**”.

FINANCIAL IMPACT:

There is no fiscal impact to adopting Resolution No. 1604-16.

STAFF RECOMMENDATION:

Adoption of Resolution No. 1604-16 supporting H.R. 6034.

ATTACHMENTS:

Resolution No. 1604-16
HR 6303
Bio
Press Release

RESOLUTION NO. 1604-16

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, SUPPORTING H.R. 6034 – TO DESIGNATE THE FACILITY OF THE UNITED STATES POSTAL SERVICE LOCATED AT 501 NORTH MAIN STREET IN FLORENCE, ARIZONA, AS THE “ADOLFO ‘HARPO’ CELAYA POST OFFICE”.

WHEREAS, Adolfo “Harpo” Celaya was born in Florence, Arizona, on May 16, 1927; and

WHEREAS, Harpo Celaya enlisted in the Navy at the age of 16 to serve his country in World War II. He was only 17 when the ship he was stationed aboard, the USS Indianapolis, was torpedoed by a Japanese submarine; and

WHEREAS, the USS Indianapolis sank in 12 minutes plunging Harpo Celaya and hundreds of his fellow sailors into the sea where they clung to sparse life vests and rafts, battling dehydration, weather exposure, and shark infested waters for more than four days while awaiting rescue; and

WHEREAS, of the nearly 1,200 sailors that had been stationed aboard the USS Indianapolis, only 317 survived and were pulled from the sea; and

WHEREAS, after being medically discharged from the Navy, Harpo Celaya was awarded the Purple Heart; and,

WHEREAS, Harpo Celaya has continued a life of service in his community as a basketball coach, businessman, father, and mentor; and

WHEREAS, the Town of Florence recognizes and honors Harpo Celaya’s lifetime of service to his community and Country.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Florence, Arizona, that the Town of Florence hereby supports H.R. 6304, introduced by U.S. Representative Paul A. Gosar, D.D.S., to designate the facility of the United States Postal Service, located at 501 North Main Street in Florence, Arizona, as the "Adolfo 'Harpo' Celaya Post Office".

DATED this 21st day of November 2016.

Tom J. Rankin, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

114TH CONGRESS
2D SESSION

H. R. 6304

To designate the facility of the United States Postal Service located at 501 North Main Street in Florence, Arizona, as the “Adolfo ‘Harpo’ Celaya Post Office”.

IN THE HOUSE OF REPRESENTATIVES

NOVEMBER 14, 2016

Mr. GOSAR (for himself, Mrs. KIRKPATRICK, Mr. SCHWEIKERT, Ms. SINEMA, Mr. SALMON, Mr. GRIJALVA, Mr. GALLEGO, Mr. FRANKS of Arizona, and Ms. MCSALLY) introduced the following bill; which was referred to the Committee on Oversight and Government Reform

A BILL

To designate the facility of the United States Postal Service located at 501 North Main Street in Florence, Arizona, as the “Adolfo ‘Harpo’ Celaya Post Office”.

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. ADOLFO “HARPO” CELAYA POST OFFICE.**

4 (a) DESIGNATION.—The facility of the United States
5 Postal Service located at 501 North Main Street in Flor-
6 ence, Arizona, shall be known and designated as the
7 “Adolfo ‘Harpo’ Celaya Post Office”.

1 (b) REFERENCES.—Any reference in a law, map, reg-
2 ulation, document, paper, or other record of the United
3 States to the facility referred to in subsection (a) shall
4 be deemed to be a reference to the “Adolfo ‘Harpo’ Celaya
5 Post Office”.

○

Adolpho “Harpo” Celaya

H.R. 6304 (GOSAR_236) – Rep. Gosar (R-AZ-04)

Biography prepared by Rep. Gosar’s staff

Adolfo “Harpo” Celaya was born in Florence, AZ on May 16, 1927. His childhood was full of challenges, including poverty, neglect and abuse. He worked at various jobs, including picking cotton and working at the local dairy from the time he was about 8 years old. He earned his nickname, “Harpo” because he had thick black curls that reminded his friends of Harpo Marx.

When he was just 17 years old, he read a recruitment poster that boasted “Join the Navy, see the world,” and he begged his father to let him join the U.S. Navy. He was assigned to the *USS Indianapolis*, the flagship of the 5th fleet. The *Indy* saw a great many battles during WWII, and Harpo was there at the battle of Iwo Jima and witnessed the historic flag-raising on the island in February of 1945 (Finneran, 1994). During the battle of Okinawa on March 1, 1945, the *Indy* was struck by a kamikaze bomber, which Harpo witnessed just a few yards in front of him. This attack not only took the lives of 9 men and injured 26 others, but severely damaged the hull of the ship. He was also on board when the *Indy* went on a secret mission, delivering the ingredients of “Little Boy,” the atomic bomb that was dropped on Hiroshima, to the island of Tinian (Haynes, 1995).

His experiences on the *Indy* would change his life forever. On their way back to Leyte after their secret mission on July 30, 1945, shortly after midnight, Harpo was sleeping on the deck because it was too hot to sleep in their bunks below deck. It was very crowded with many sailors trying to avoid the heat. Even though it was hot, Harpo covered himself with a blanket as had been his habit for many years in trying to ward off mosquitos in the hot desert. When Japanese submarine I-58 hit the *Indy* with 2 torpedoes, that blanket was essentially vaporized, saving Harpo from being burned more severely. His eyebrows and eyelashes were burned off of his face and his legs were also badly burned (Clemons, 2008).

He was en-route to retrieve his life-jacket when he ran into his friend, Santos Peña, who told him that the ship was sinking and that they needed to abandon ship immediately. Santos jumped first and when Harpo jumped and landed on something hard, he thought that he had killed Peña. He was overjoyed to be reunited with Peña 3 days later. However, this joy was tempered by the loss of his crew chief, Fredrick Markman, who Harpo had been caring for since the torpedo attack, and who had suggested that they sleep up on deck in the first place. Harpo had attempted to tie him to a raft, but Markman let go and waved good-bye to Harpo amid the huge swells that separated them now. He had saved Harpo’s life, but now Harpo could not save him. The survivors of the *Indy* were rescued 2 days later. By then, Harpo had been in the water for 5 days. Of the 1,196 men aboard, about 900 men went into the water and only 317 survived (Haynes, 1995).

After being medically discharged from the Navy and awarded the Purple Heart, Harpo went back to high school in his hometown of Florence, AZ. He was recruited by Florence basketball coach George Ahee, who had learned of Harpo’s athletic prowess from his cousins, who were also on

the Florence Gophers basketball team. None of them were even 6 feet tall. All of them were Mexican-American, many of them were cousins.

In 1947, Harpo led his team to the Arizona State Basketball Championship, and was named Captain of the first-string all-state team. This was before schools were classified by size and small schools played big schools. Even though he was still suffering from his war injuries to his back and knees, as well as an overwhelming PTSD, Harpo was at the top of his game.

Proving that this championship was more than just a fluke, Harpo replicated these championship efforts in 1949 at Palo Verde Community College in Blythe, California, by leading his underdog basketball team to their District Championship. Again, the team was comprised of not-so-tall players of mixed ethnicity. Harpo went on to coach men's basketball at Palo Verde for a year and his team ended their season 17-2. Wherever he went, Harpo was a winner and a champion. And he accomplished all of this before he had reached the age of 25 (Clemons, 2008).

Harpo went on to become a cowboy for a few years, and was also successful in this effort. Eventually he ran his own small business, providing heating and air conditioning services to his new community of San Jose, California. Again, he enjoyed success in his career endeavors and has been retired for several years now.

Throughout his life, Harpo could often be found coaching or refereeing games for local youth; working with the local parks and recreation facilities. He knew first-hand the value of sports and exercise as a means to keep young boys out of trouble.

Harpo's walls are adorned by many plaques and awards honoring his efforts. He was inducted into the Arizona Basketball Hall of Fame at Arizona State University in 1972, and into the Florence High School Athletic Hall of Fame in October of 2008. He served as Grand Marshall for the Florence Junior Parade in November of 2009, and is often asked to appear in parades and other occasions in his community. He is always happy to be an example of excellence and survival and he is beloved in his hometown. Of the 23 survivors still alive today, Harpo is the only native Arizonan.

References

- Clemons, C. (2008). *Harpo, War Survivor, Basketball Wizard*. Tucson, AZ: Wheatmark.
- Finneran, P. J. (1994). *USSIndianapolis.org*. Retrieved from <http://www.ussindianapolis.org/pfinnstory.htm>
- Haynes, L. (1995). *Naval History and Heritage Command*. Retrieved from Oral History - The Sinking of USS Indianapolis: <https://www.history.navy.mil/research/library/oral-histories/wwii/uss-indianapolis.html>
- Kurzman, D. (1990). *Fatal Voyage: The Sinking of the USS Indianapolis*. New York, NY: Atheneum.
- USS Indianapolis Survivors Organization. (2002). *Only 317 Survived*. Indianapolis, IN: Printing Partners.
- Vladic, S. (Director). (2016). *USS Indianapolis: The Legacy* [Motion Picture].

For Immediate Release
Contact: Steven D. Smith

Date: November 16, 2016
Steven.Smith@mail.house.gov

Rep. Gosar Advances Bill to Honor Arizona WWII Veteran and Survivor of USS Indianapolis



WASHINGTON, D.C. – Today, U.S. Congressman Paul A. Gosar, D.D.S. (AZ-04) released the following statement after the House Committee on Oversight and Government Reform passed the Congressman’s sponsored legislation, H.R.6304, to designate the facility of the United States Postal Service located at 501 North Main Street in Florence, Arizona, as the “Adolfo ‘Harpo’ Celaya Post Office”:

“Few Americans today know more about what it means to sacrifice for our country than Adolfo Celaya and the 317 survivors of the USS Indianapolis. Despite living through one of the darkest moments of WWII, Mr. Celaya has continued to inspire countless Arizonans through his eternal patriotism and commitment to serving all Americans. I am proud to support the Town of Florence in their endeavor to recognize Mr. Celaya for his dedicated sacrifice to our nation and his community.”

Background:

Harpo Celaya enlisted in the Navy at the age of 16 to serve his country in World War II. He was only 17 when the ship he was stationed aboard, the USS Indianapolis, was torpedoed by a Japanese submarine. The ship sank in 12 minutes plunging Celaya and hundreds of his fellow sailors into the sea where they clung to sparse life vests and rafts, battling dehydration, weather exposure, and shark infested waters for more than four days while awaiting rescue. Of the nearly 1,200 sailors that had been stationed aboard the USS Indianapolis, only 317 survived and were

pulled from the sea.

Mr. Celaya returned to Arizona and continued a lifetime of service in his community. He is well-known throughout Arizona for sharing his experiences with high school students as part of the Veterans Heritage Project in an effort to inspire service and keep this incredible story alive.

The entire Arizona House delegation is an original cosponsor of H.R. 6304 in support of the bill.

###



[WEBSITE](#) | [UNSUBSCRIBE](#) | [CONTACT ME](#)

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7a.
MEETING DATE: November 21, 2016 DEPARTMENT: Administration STAFF PRESENTER: Lisa Garcia Deputy Town Manager/Town Clerk SUBJECT: Florence Gardens Mobile Home Association's Special Event Liquor License Application		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <ul style="list-style-type: none"> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Recommendation to the Arizona Department of Liquor Licenses and Control on the Florence Gardens Mobile Home Association's application for a Special Event Liquor License for their Three Parks Wine Tasting and Micro Brew event on January 31, 2017.

BACKGROUND/DISCUSSION:

The Florence Gardens Mobile Home Association has submitted an application for a Special Event Liquor License for their Three Parks Wine Tasting and Micro Brew event, on January 31, 2017, from 4:00 pm to 6:30 pm, at the Florence Gardens Clubhouse, 3830 Florence Boulevard, Florence, Arizona.

The purpose of a Special Event License is to allow charitable, civic, fraternal, political, or religious organizations to sell and serve spirituous liquor for consumption as a fundraiser. Special Event Licenses may be issued for no more than a cumulative total of 10 days in a calendar year. This is their first event the 2017 calendar 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: FLORENCE GARDENS MOBILE HOME ASS'N

SECTION 2 Non-Profit/IRS Tax Exempt Number: EIN # 86 0346915

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: FLORENCE GARDENS CLUBHOUSE

Address of Location: 3830 FLORENCE BLVD, 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: SIMONDET LAUKELYN LEE 2/22/1946

Last First Middle Date of Birth

2. Applicant's mailing address: 873 E LANCASTER CIRCLE, FLORENCE, AZ 85132

Street City State Zip

3. Applicant's home/cell phone: 714 390 2585 Applicant's business phone: () _____

4. Applicant's email address: SNOOKIESIMON@YAHOO.COM

SECTION 10

- Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?
 Yes No (If yes, attach explanation.)
- How many special event licenses have been issued to this location this year? 10
 (The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)
- Is the organization using the services of a promoter or other person to manage the event? Yes No
 (If yes, attach a copy of the agreement.)
- List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.
 Name FLORENCE GARDENS MOBILE HOME ASSN Percentage: 1/3
 Address 3830 N FLORENCE BLVD FLORENCE AZ 85132
Street City State Zip
 Name CALIENTE CASA DESOL Percentage: 1/3
 Address 3502 N PINAL PARKWAY FLORENCE AZ 85132
CASITA HERMOSA FLORENCE AZ 85132
Street City State Zip
- 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"

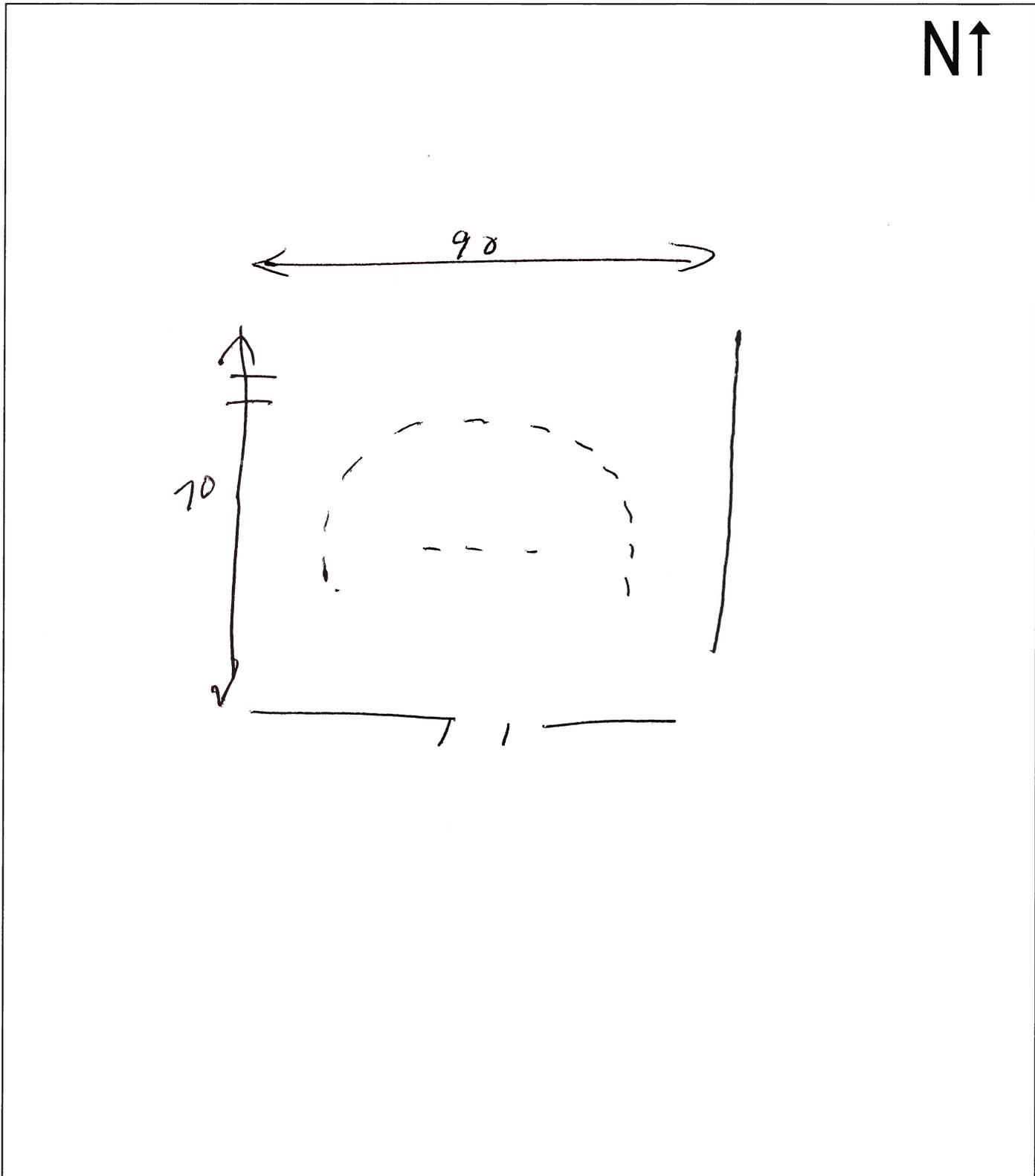
- What type of security and control measures will you take to prevent violations of liquor laws at this event?
 (List type and number of police/security personnel and type of fencing or control barriers, if applicable.)
 _____ Number of Police 1- Number of Security Personnel Fencing Barriers
 Explanation: VOLUNTEER PERSONAL TRAINED BY TOWN OF
FLORENCE

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>JAN 31 2017</u>	<u>TUESDAY</u>	<u>4:00 PM</u>	<u>6:30 P.M</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

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



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

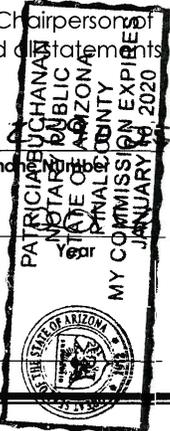
I, (Print Full Name) LAURELYN LEE SIMONDET declare that I am an Officer, Director or Chairperson of the organization filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

Laurelyn Lee SimonDET Chairperson 11/10/16 712391
 Signature Title/ Position Date Phone Number

The foregoing instrument was acknowledged before me this 10 November
 Day Month

State Arizona County of Pinal

My Commission Expires on Jan. 10, 2020 Patricia Buchanan
 Date Signature of Notary Public



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

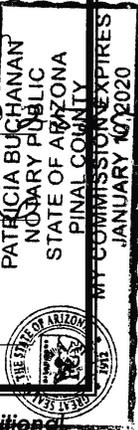
I, (Print Full Name) LAURELYN LEE SIMONDET declare that I am the APPLICANT filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

Laurelyn Lee SimonDET Chairperson 11/10/16 712391
 Signature Title/ Position Date Phone Number

The foregoing instrument was acknowledged before me this 10 November 20
 Day Month Year

State Arizona County of Pinal

My Commission Expires on Jan. 10, 2020 Patricia Buchanan
 Date Signature of Notary Public



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.

SECTION 15 Local Governing Body Approval Section.

I, _____ recommend APPROVAL DISAPPROVAL
 (Government Official) (Title)

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.

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7b.
MEETING DATE: November 21, 2016 DEPARTMENT: Public Works STAFF PRESENTER: Christopher A. Salas Public Works Director/Town Engineer SUBJECT: Acceptance of the Public Improvements for the Anthem @ Merrill Ranch Subdivision Unit 53		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Approve the acceptance of the improvements prior to the start of the warranty period, which shall be the date of this approval.

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
- ADEQ Approval of Construction for Water and Sewer
- Fire Department Acceptance Document
- Johnson Utilities Acceptance Document
- Dry Utility Drawings

BACKGROUND/DISCUSSION:

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 53 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 53 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

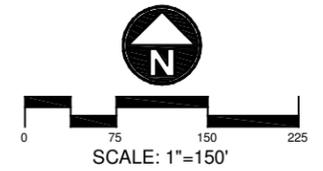
ATTACHMENTS:

Map of Unit 53

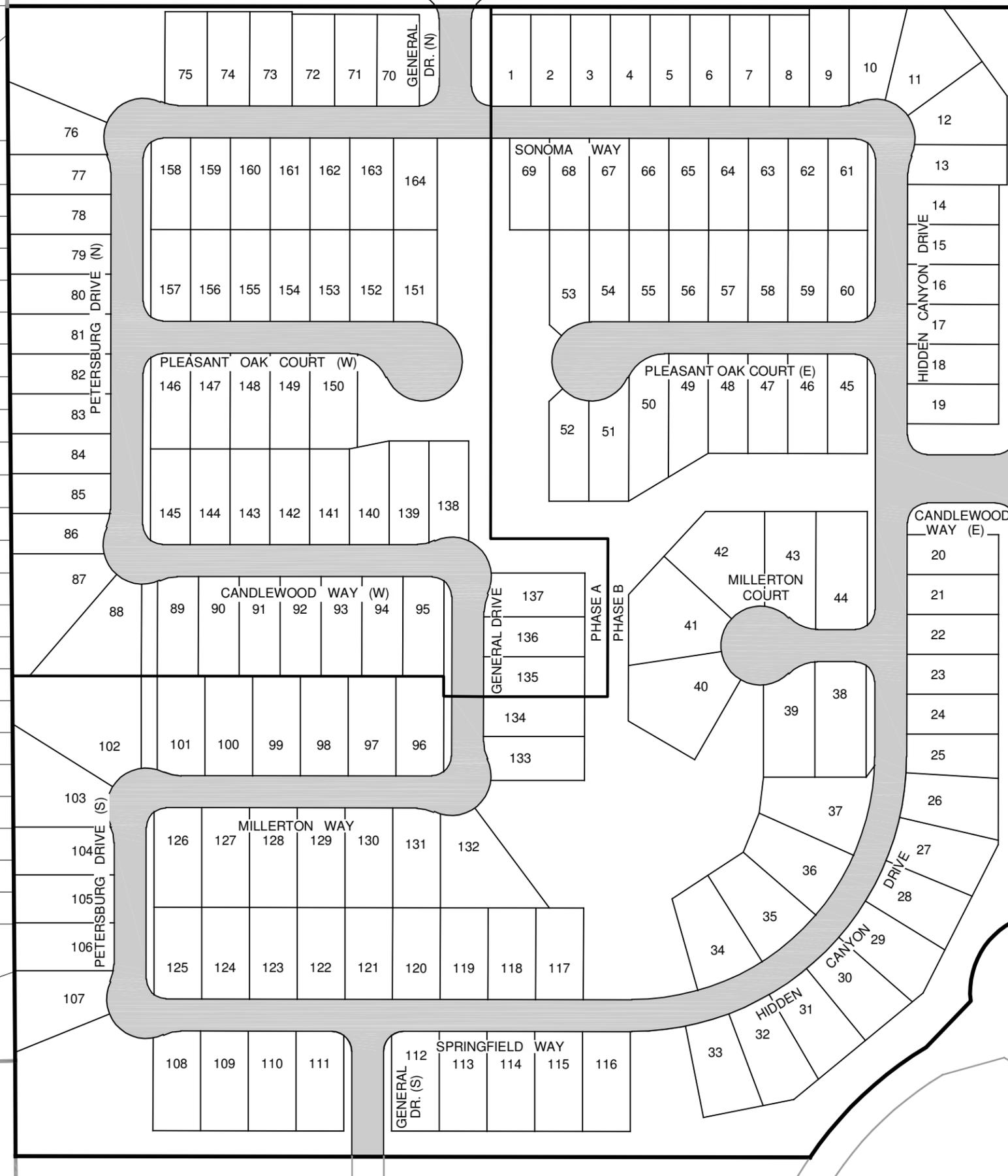
path: R:\742-AMR\UNITS\UNIT-53-AMR\09-EXHIBITS\110816 Road Turn over Exhibit-110816.dwg | file name: 742-U53-Road Turn over Exhibit-110816.dwg | plot date: November 08, 2016 | plotted by: jrogers

AMERICAN WAY

Anthem at Merrill Ranch Unit 17



Anthem at
Merrill Ranch
Unit 23



UNSUBDIVIDED



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

ROADWAY TURNOVER
PULTE GROUP
ANTHEM AT MERRILL RANCH
UNIT 53
TOWN OF FLORENCE, AZ

ISSUE DATE: NOV. 8, 2016

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7c.
MEETING DATE: November 21, 2016 DEPARTMENT: Administration STAFF PRESENTER: Jennifer Evans, Management Analyst SUBJECT: Acceptance of FY2016 Operation Stonegarden (OPSG) Funds		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Motion to accept funds from Arizona Department of Homeland Security, in the amount of \$88,000 for overtime wages, benefits and vehicle mileage to conduct Operation Stonegarden border enforcement activities. Two separate grants were awarded.

BACKGROUND/DISCUSSION:

The Police Department was awarded funds, along with several other agencies, as part of a cooperative effort to address constantly changing threats due to border-related crime and violence. Most of the funds will be used for officer overtime wages and benefits.

FINANCIAL IMPACT:

There is no Town match for this grant.

STAFF RECOMMENDATION:

Staff recommends acceptant of funds.

ATTACHMENTS:

Subrecipient Agreement – Operation Stonegarden Grant Program – Overtime and Mileage, 16-AZDOHS-OPSG-160312-01

**SUBRECIPIENT AGREEMENT
OPERATION STONEGARDEN GRANT PROGRAM
OVERTIME/MILEAGE**

16-AZDOHS-OPSG-160312-01

Enter Subrecipient Agreement number above (e.g., 160XXX-XX)

Between

**The Arizona Department of Homeland Security
And
Town of Florence**

Enter the name of the Subrecipient Agency above

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the

Town of Florence

(Subrecipient) for services under the terms of this Agreement (the "Agreement").

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to the Subrecipient, and to specify the rights and responsibilities of the Subrecipient as the recipient of these funds.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **November 1, 2016** and shall terminate on **December 31, 2017**. The obligations of the Subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The Subrecipient shall provide the services for AZDOHS as set forth in writing in Subrecipient's grant application titled "**OPSG Overtime and Mileage**" and funded at **\$ 88,000** (as may have been modified by the award letter).

Enter Funded Amount above

IV. MANNER OF FINANCING

The AZDOHS shall under the U.S. Department of Homeland Security grant # EMW-2016-SS-00119-S01 and CFDA #97.067:

- a) Provide up to **\$ 88,000** to the Subrecipient for services provided under Paragraph III.
- b) Payment made by the AZDOHS to the Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the Subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the Subrecipient under this Agreement.

V. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application and award documentation. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the Subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMMATIC MONITORING

The Subrecipient agrees to comply with the record-keeping requirements and other requirements of A.R.S. § 35-214 and § 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the Subrecipient must have an annual audit conducted in accordance with 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the Subrecipient expends more than \$750,000 from Federal awards. If the Subrecipient has expended more than \$750,000 in Federal dollars, a copy of the Subrecipient's audit report for the previous fiscal year and subsequent years within the period of performance is due annually to AZDOHS within nine (9) months of the Subrecipient's fiscal year end. Failure to comply with any requirements imposed as a result of an audit will suspend the release of funds by AZDOHS to Subrecipient until Subrecipient is in compliance with all such requirements.
- b) Subrecipients who do not expend more than \$750,000 in Federal dollars in the previous fiscal year and subsequent years within the period of performance must submit to AZDOHS via audits@azdohs.gov, a statement stating they do not meet the threshold and therefore do not have to complete a Single Audit (formerly known as OMB Circular A-133 Audits of States, Local Governments and Nonprofit Organizations).
- c) Subrecipient will be monitored periodically by AZDOHS, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this Agreement including but not limited to the review and analysis of financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. Subrecipient shall participate in and cooperate with all such monitoring by AZDOHS, and shall provide access to all personnel, documents, and other records as may be requested from time to time by AZDOHS. Subrecipient also shall comply with all requests of AZDOHS that AZDOHS deems necessary to assure the parties' compliance with their obligations under this Agreement.

VII. APPLICABLE FEDERAL REGULATIONS

The Subrecipient must comply with the Notice of Funding Opportunity (NOFO), Office of Management and Budget Code of Federal Regulations (CFR) 2 CFR 200: Uniform Guidance. The NOFO for this program is hereby incorporated into your award agreement by reference. By accepting this award, the Subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO.

Where applicable and with prior written approval from AZDOHS/DHS/FEMA, HSGP Program recipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Recipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website <http://www.dol.gov/compliance/laws/comp-dbra.htm>.

National Incident Management System (NIMS)

The Subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable NOFO.

Environmental Planning and Historic Preservation

The Subrecipient shall comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. If ground disturbing activities occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance and if any archeological resources are discovered, the Subrecipient shall immediately cease construction in that area and notify FEMA, AZDOHS and the appropriate State Historic Preservation Office. DHS/FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance, and FP 108.24.4, Environmental Planning and Historical Preservation Policy.

Included within the above mentioned guidance documents are provisions for the following:

Consultants/Trainers/Training Providers

Invoices for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the Subrecipient and 2 CFR 200; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, meal and incidental expenses not to exceed the State rate. Itemized receipts are required for lodging and travel reimbursements. The Subrecipient will not be reimbursed costs other than travel, lodging, meals and incidentals on travel days for consultants/trainers/training providers.

Contractors/Subcontractors

The Subrecipient may enter into written subcontract(s) for performance of certain of its functions under the Agreement in accordance with terms established in 2 CFR 200 and the NOFO. The

Subrecipient agrees and understands that no subcontract that the Subrecipient enters into with respect to performance under this Agreement shall in any way relieve the Subrecipient of any responsibilities for performance of its duties. The Subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Subrecipient by any subcontractor or vendor which, in the opinion of the Subrecipient, may result in litigation related in any way to this Agreement.

Travel Costs

All grant funds expended for travel, lodging, meals and incidentals must be consistent with the subrecipient's policies and procedures; and the State of Arizona Accounting Manual (SAAM); must be applied uniformly to both federally financed and other activities of the agency; and will be reimbursed at the most restrictive allowability and rate. At no time will the Subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <https://gao.az.gov>.

Procurement

The Subrecipient shall comply with of its own procurement rules/policies and must also comply with Federal procurement rules/policies (including but not limited to those outlined in section VII of this Agreement) and all Arizona State procurement code provisions and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The Subrecipient shall not enter into a Noncompetitive (Sole or Single Source) Procurement Agreement, unless prior written approval is granted by the AZDOHS. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website: www.azdohs.gov/grants.

Training and Exercise

The Subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable NOFO. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize and comply with the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) guidance for exercise design, development, conduct, evaluation and reporting. Subrecipient agrees to:

- a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all exercise reimbursement requests as outlined in section X.
- b) Within 90 days of completion of an exercise, or as prescribed by the most current HSEEP guidance, the exercise host Subrecipient is required to email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Department of Emergency and Military Affairs (DEMA) Exercise Branch.

Nonsupplanting Agreement

The Subrecipient shall not use funds received under this Agreement to supplant Federal, State or Local funds or other resources that would otherwise have been made available for this program/project. The Subrecipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the Subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the Subrecipient may resume charging for the grant position.

E-Verify

Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

- a) The Subrecipient warrants its compliance with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to A.R.S. § 23-214, Subsection A (that subsection reads: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program”).
- b) A breach of a warranty by Subrecipient regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the Subrecipient may be subject to penalties to be determined at AZDOHS’s discretion, up to and including termination of this Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any Subrecipient employee who works on the Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, to ensure that the Subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained by Subrecipient for all property/equipment purchased under this Agreement. The Subrecipient must adequately safeguard all such property/equipment and must assure that it is used for authorized purposes as described in the NOFO, grant application, and Code of Federal Regulations 2 CFR 200. The Subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

- a) Property/equipment shall be used by the Subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment as outlined in 2 CFR 200.313 - Equipment. Any loss, damage, or theft shall be investigated and reported to the AZDOHS.
- b) Nonexpendable Property/Equipment and Capital Assets:
 1. Nonexpendable Property/Equipment is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.
 2. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.
- c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The Subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. A Property Control Form can be located at www.azdohs.gov. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- d) A physical inventory of Nonexpendable Property/Equipment and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.

1. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported to AZDOHS.
 2. Adequate maintenance procedures must be developed to keep the property in good condition.
- e) When Nonexpendable Property/Equipment and/or Capital Assets are no longer in operational use by the Subrecipient, an updated Property Control Form must be submitted to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200. If the Subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the subrecipient must submit an Equipment Disposition Request Form and receive approval prior to the disposition. The Equipment Disposition Request Form can be found at www.azdohs.gov.

Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulations, authorized equipment lists, and guidance documents referenced above.

- a) The Subrecipient agrees that grant funds for any indirect costs that may be incurred are in accordance with 2 CFR 200 and the NOFO.
- b) The Subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the Subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable NOFO.

VIII. DEBARMENT CERTIFICATION

The Subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions." All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud, and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the Federal government.

IX. FUNDS MANAGEMENT

The Subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with funds from other sources. The Subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The Subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the Subrecipient shall include:

- a) Programmatic Reports
The Subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The Subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The Subrecipient shall use the Quarterly Programmatic Report form, which is posted at www.azdohs.gov. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed.
- b) Quarterly Programmatic Reports are due:
January 15 (for the period from October 1– December 31)
April 15 (for the period from January 1 – March 31)
July 15 (for the period from April 1 – June 30)
October 15 (for the period from July 1 – September 30)
- c) Final Quarterly Report:
The final quarterly report is due no more than fifteen (15) days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).
- d) Property Control Form – if applicable:
The Subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.
 - a. In case of equipment disposition:
The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The disposition of equipment must be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200.313.
- e) Financial Reimbursements
The Subrecipient shall provide AZDOHS request for reimbursement as frequently as monthly but not less than quarterly. Reimbursement requests are only required when expenses have been incurred. Reimbursement requests shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The Subrecipient shall submit a final reimbursement request for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) calendar days** after the end of the Agreement. Requests for reimbursement received by AZDOHS later than forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked as final.

The AZDOHS requires that all requests for reimbursement are submitted via United States Postal Service, FedEx, UPS, etc. or in person. Reimbursement requests submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation and/or information it feels necessary in order to process reimbursements. Subrecipient shall promptly provide AZDOHS with all such documents and/or information.

All reports shall be submitted to the contact person as described in Paragraph XXXVII, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The Subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the Subrecipient and the AZDOHS. In the event of any new legislation, laws, ordinances, or rules affecting this Agreement, the parties agree that the terms of this Agreement shall automatically incorporate the terms of such new legislation, laws, ordinances, or rules.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's compensation, if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A – Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to period of performance or terms and conditions, the Subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes to this Agreement and the incorporation of such changes into this Agreement.

Article B - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired in conjunction with this Agreement by the Subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, the Subrecipient must request instructions from DHS/FEMA via AZDOHS to make proper disposition of the equipment pursuant to 2 CFR § 200.313.

Article C - DHS Specific Acknowledgements and Assurances

Subrecipient hereby acknowledges and agrees—and agrees to require any contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Subrecipient hereby agrees to cooperate with any compliance review or complaint investigation conducted by DHS.
2. Subrecipient hereby agrees to give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Subrecipient hereby agrees to submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipient hereby agrees to comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the Subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the Subrecipient shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by email at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office of Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event any court or administrative agency makes a finding of discrimination by Subrecipient (or any of its contractors or subcontractors involved in providing goods or services under this Agreement) on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, Subrecipient must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by email or mail at the addresses listed above.

Subrecipient hereby acknowledges and agrees that the United States has the right to seek judicial enforcement of these obligations.

Article D - Use of DHS Seal, Logo and Flags

Subrecipient hereby acknowledges that it must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article E - USA Patriot Act of 2001

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

Article F - Trafficking Victims Protection Act of 2000

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104). The award term is located at 2 CFR Part 175.

Article G - Lobbying Prohibitions

The Subrecipient hereby acknowledges and agrees that it must comply with 31 U.S.C. § 1352, and acknowledges and agrees that none of the funds provided under this Agreement may be used to pay any person to influence, or attempt to influence an officer or employee of any agency (whether State or Federal), a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

Article H - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), the Subrecipient hereby acknowledges and agrees that it must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

Article I - Fly America Act of 1974

The Subrecipient hereby acknowledges and agrees that it must comply with the following Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Article J - Federal Debt Status

The Subrecipient hereby acknowledges and agrees that it is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article K - False Claims Act and Program Fraud Civil Remedies

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Article L - Duplication of Benefits

Any cost allocable to a particular Federal award, provided for in 2 CFR Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a Subrecipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Article M - Drug-Free Workplace Regulations

The Subrecipient hereby acknowledges and agrees that it must comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.

Article N - Copyright

The Subrecipient hereby acknowledges and agrees that it must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Article O - Best Practices for Collection and Use of Personally Identifiable Information (PII)

The Subrecipient hereby acknowledges and agrees that if it collects PII, it is required to have a publicly-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy template](#) respectively.

Article P - Activities Conducted Abroad

The Subrecipient hereby acknowledges and agrees that it must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article Q - Acknowledgement of Federal Funding from DHS

The Subrecipient hereby acknowledges and agrees that it must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article R - Assurances, Administrative Requirements and Cost Principles, and Audit Requirements

The Subrecipient hereby acknowledges and agrees that it must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this document may not be applicable to this Agreement, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

Article S - Age Discrimination Act of 1975

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article T - Americans with Disabilities Act of 1990

The Subrecipient hereby acknowledges and agrees that it shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 and the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

Article U - Civil Rights Act of 1964 - Title VI

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article V - Civil Rights Act of 1968

The Subrecipient hereby acknowledges and agrees that it must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR § 100.201).

Article W - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

The Subrecipient hereby acknowledges and agrees that it must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with Limited English Proficiency (LEP) to their programs and

services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article X - SAFECOM

The Subrecipient hereby acknowledges and agrees that recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article Y - Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Article Z - Rehabilitation Act of 1973

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article AA - Energy Policy and Conservation Act

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of [42 U.S.C. § 6201](#) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article AB - Patents and Intellectual Property Rights

Unless otherwise provided by law, the Subrecipient hereby acknowledges and agrees that it is subject to the [Bayh-Dole Act, Pub. L. No. 96-517](#), as amended, and codified in [35 U.S.C. § 200](#) et seq., and that it is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in [37 CFR Part 401](#) and the standard patent rights clause in 37 CFR § 401.14.

Article AC - Procurement of Recovered Materials

The Subrecipient hereby acknowledges and agrees that it must comply with section 6002 of the [Solid Waste Disposal Act](#), as amended by the Resource Conservation and Recovery Act, and that the requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR Part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article AD - Terrorist Financing

The Subrecipient hereby acknowledges and agrees that it must comply with [U.S. Executive Order 13224](#) and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subrecipient to ensure compliance with the Order and laws.

Article AE - Whistleblower Protection Act

The Subrecipient hereby acknowledges and agrees that it must comply with the statutory requirements for whistleblower protections (if applicable) at [10 U.S.C § 2409](#), [41 U.S.C. 4712](#), and [10 U.S.C. § 2324](#), [41 U.S.C. §§ 4304](#) and [4310](#).

Article AF - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and, Performance Matters located at [2 CFR Part 200 Appendix XII](#), the full text of which is incorporated here by reference in the terms and conditions of your award.

Article AG - Reporting Subawards and Executive Compensation

All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at [2 CFR Part 170, Appendix A](#), the full text of which is incorporated here by reference in the terms and conditions of your award.

Article AH - Federal Leadership on Reducing Text Messaging while Driving

All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by the Subrecipient’s contractors and subcontractors at all tiers.

XV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

XVI. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the Subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the Subrecipient give a written assurance of intent to perform. If the Subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVII. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

The Subrecipient hereby assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Subrecipient toward fulfillment of this Agreement.

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations under A.R.S. § 35-154. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the Subrecipient in the execution of this Agreement.

XX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XXI. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXII. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. Any claim made by or against the State or any of its political subdivisions (including but not limited to AZDOHS) relating to this Agreement shall be resolved through the administrative claims process. In the event that the parties would otherwise be in court and/or if A.R.S. § 12-1518 applies, the parties shall proceed in arbitration through the American Arbitration Association (“AAA”), with the arbitrator to be selected pursuant to AAA rules and the arbitration to be conducted according to the applicable AAA rules, and with the costs of arbitration (including but not limited to the arbitrator’s fees and costs) to be divided 50/50 between the parties, subject to reallocation between the parties by the arbitrator. In the event that the parties become involved in litigation with each other relating to this Agreement for any reason in any other forum, both parties agree to have any claim(s) resolved in arbitration on the terms set forth in this part XXII. Any arbitration award may be enforced through the Maricopa County Superior Court or the U.S. District Court located in Phoenix, Arizona.

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party’s failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIV. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. The Subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. LICENSING

The Subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVI. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVII. ADVERTISING AND PROMOTION OF AGREEMENT

The Subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXVIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The Subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the Subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

"This document was prepared under a grant from the U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The Subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential subrecipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the Subrecipient.

The AZDOHS and the Subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the Subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any

report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the Subrecipient.

XXIX. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the Subrecipient shall include closed captioning of the verbal content of such announcement.

XXX. INDEMNIFICATION

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of 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. The State of Arizona, (AZDOHS) is self-insured per A.R.S. 41-621.

In addition, should Subrecipient utilize a contractor(s) and subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) 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.

XXXI. TERMINATION

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the Subrecipient or AZDOHS to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.
- b) If the Subrecipient chooses to terminate the Agreement before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the Subrecipient.

- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The Subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the Subrecipient.

XXXII. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The Subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXIII. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXIV. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXV. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the Subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

XXXVI. SPECIAL CONDITIONS

- a) The Subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements.
- b) The Subrecipient acknowledges that the U.S. Department of Homeland Security and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The Subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- c) The Subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
- d) The Subrecipient is prohibited from transferring funds between programs (e.g., State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).

XXXVII. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington Street, Suite 210
Phoenix, AZ 85007

The Subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at www.azdohs.gov.

The AZDOHS shall address all notices relative to this Agreement to:

Chief Daniel Hughes
Enter Title, First & Last Name Above
Town of Florence Police Department
Enter Agency Name Above
425 N. Pinal Street/P. O. Box 2670
Enter Street Address Above
Florence, AZ 85132
Enter City, State, ZIP Above

XXXVIII. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Town of Florence
Enter Agency Name Above

Authorized Signature Above
Brent Billingsley, Town Manager
Print Name & Title Above

Enter Date Above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

Date

(Complete and mail two original documents to the Arizona Department of Homeland Security.)

MINUTES OF THE TOWN OF FLORENCE COUNCIL MEETING 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:

CALL TO ORDER:

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

ROLL CALL:

Rankin, Walter, Woolridge, Hawkins, Guilin, Anderson, Wall

MOMENT OF SILENCE

Mayor Rankin called for a moment of silence in recognition of all those who serve to protect all of our citizens and in remembrance of 9/11.

PLEDGE OF ALLEGIANCE

Mayor Rankin led the Pledge of Allegiance.

CALL TO THE PUBLIC

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

Mr. Terry Thomas, Florence resident, stated that in the course of selling his home it was discovered by the lender that the home is in a Federal Emergency Management Association (FEMA) designated flood zone. He stated that he purchased the home in 2010 and brought the following documents for Council's review:

- The appraisal report which indicates that the home is not in a FEMA designated flood zone nor is it in a special flood hazard area.
- Public Report for Unit 40, which is the Sun City neighborhood that the house is in. Page 3 of the report has the flooding and drainage section and page 4 has a section that reads no building envelopes fall within the floodplain, as modeled.
- Standard Flood Hazard Report – Determination Form, which was supplied by Coralegic. This report was supplied by the lender of the buyers who are purchasing his home, and is the report that they are basing their determination on.
 - Box No. 4 Flood Zone AE states that the home is in the flood zone.
 - Section C – Item No.1 states that federal flood insurance is available and mandated.

Mr. Thomas is trying to determine how this happened. The Coralegic Report contains a copy of the FEMA map, and according to the overlay, it indicates a portion of his home is in the floodplain. He stated he does not have any concrete evidence that states that they are not in

Florence Town Council Meeting Minutes

October 3, 2016

Page 1 of 18

the floodplain nor does he believe the lender will side with him. He received a copy of the FEMA letter that was addressed to Mayor Rankin, dated May 4, 2015, from Pulte, which references the Letter of Map Revision (LOMR).

Mr. Thomas stated that based on his understanding there are approximately 100 homes that fall within the FEMA flood zone. This affects not only his home but approximately 99 other homes. He stated that this is of great concern with regards to the sale of his home because the lenders are requiring that flood insurance be obtained for the home, which will not cost more than \$15,000. He stated once the buyer is faced with this cost, they will no longer be a buyer for his home.

Mr. Thomas has spoken previously with Vice-Mayor Walter and Councilmember Anderson regarding this matter. He stated that the Town Manager has also been of great assistance and appreciates any assistance that he can get from the Town Council.

Mayor Rankin asked that Mr. Brent Billingsley, Town Manager, provide a presentation to Council, for approval regarding this situation. He stated once approved, the presentation will be presented to the public.

ADJOURN TO MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1

On motion of Councilmember Woolridge, seconded by Vice-Mayor Walter, and carried to adjourn to Merrill Ranch Community Facilities District No. 1.

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)

Mr. Chris Salas, District Engineer, stated that this requirement is per the Development Agreement, and outlined in Appendix B. There are different tasks that the Town Engineer and the District Engineer perform. The third party engineer is to review all of the documents as well as the requests for the General Obligation Bonds.

Chairman Rankin inquired if the Community Facilities District (CFD) or the General Fund will pay for the services.

Mr. Salas stated that the CFD will pay for the services.

Boardmember Wall inquired if this is a replacement of a previous engineer who was involved with this CFD.

Mr. Salas stated the agreement is for a replacement of the previous engineer. The District Manager cancelled all of the existing engineering contracts. He stated that all contracts were revised and new contracts are being issued.

Mr. Brent Billingsley, District Manager, stated that all of the old contracts ended. The Town went through a State required qualification-based selection process under State Procurement Law. The Town advertised for a Request for Statement of Qualifications (RSOQ), received

proposals, reviewed the proposals, held interviews, scored the interviews, and made qualification-based selections. He stated that the request is a not-to-exceed amount and it does not mean that the full amount will be spent. He stated that the contract is for two years.

Chairman Rankin inquired if this item will come before the Board each time money is spent.

Mr. Billingsley stated that the work for the CFD engineers is clearly defined in terms of what their tasks are and is related to reviewing of specific documents. He stated that nothing would come to the Board with regards to the CFDs.

Chairman Rankin inquired if the Board will be updated as to how much is being spent from the approved amount.

Mr. Salas stated that the Board will be updated annually as part of the budget process.

Boardmember Anderson stated that while he was on the Planning and Zoning Commission, he does not recall there being any comments of an independent engineer approving the plats that the Commission approved.

Mr. Billingsley stated that the scope of work is not to design projects or oversee construction, so nothing would go before the Commission that the engineers would be involved with. They are a third party reviewer that:

- Ensures that Pulte and the Town are treating each other well and that both are treating the public well.
- Regarding projects that are being scoped, the cost to do those improvements, the bid results, and the packages that are assembled to go to the street for bonds.

Boardmember Hawkins stated that they will not be doing any engineering work and are only doing review work to ensure that everything is being done properly.

Mr. Billingsley stated that the typical duties assigned to the Community Facilities District Engineer are outlined in Exhibit A, which is as follows:

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.

Mr. Billingsley stated that the individuals that do the ratings as the Town sells the bonds to pay for the public improvements are very interested in the third party review.

Mr. Salas stated that he can include updates in the Public Works staff report.

Vice-Chairman Walter asked Mr. Salas to upload some of the existing documents that they previously discussed. She stated that some of the confusion lies within the previous contract that was originally dated March 7, 2005 and did not have an expiration date. She stated that the Town is only expending approximately \$25,000 annually and she had questioned the significant increase in budgeting to a maximum of \$250,000 per CFD.

Vice-Chairman Walter stated that the District Manager previously explained to her that the Town will be accepting the additional projects that the Town had fallen behind schedule on and needed to catch up on. She now understands what this item is for and understands the amount that has been set. She stated that this information needs to be better communicated in the agenda packet and by doing so will alleviate the need for additional questions and promote true transparency.

Vice-Chairman Walter inquired if the third party would have caught the flooding issue.

Mr. Billingsley stated that the third party would not have caught the flooding issue as they do not review those types of items. He stated the CFD is a separate governmental body established to assess property owners in the area for regional improvements. Their only function will be those regional improvements, as defined, and in making sure that the proper process, under Arizona State Law, is followed. The property values are applied to those improvements and the proper reimbursements are attached to the actual sale of the bonds.

Mr. Salas stated that he has met with the District Manager to discuss the flooding issue. Things have been put in place and they are working on an agreement. The agreement has been sent to Pulte and their attorneys on different ways of locking lots that are in the floodplain.

Mr. Salas stated that with regards to items slipping through, staff is working on measures to ensure that items do not slip through and they will use a different approach. He stated that there will not be an easy mechanism for a slip through to occur. He stated that they are working with Community Development and utilizing the software program that will have multiple fail safes in place.

Chairman Rankin inquired if the dam at the Magma Flood Dike has been completed.

Mr. Billingsley stated that when they met with the Pinal County Flood Control District last week, it was indicated to himself and Mr. Salas that the certification of the dam was complete or near completion. The Town has not been provided with any record to that fact.

Chairman Rankin inquired if Pulte would be advised of the completion.

Mr. Billingsley stated that he does not know and that would be a question for Pulte. He stated that the Town would not be notified either because it is outside of the Town's area. The Town is the Floodplain Manager for Florence only.

Mr. Salas stated that Baxter, the engineer for Pulte, had indicated to him that they are aware of the change in hydrology.

Chairman Rankin inquired if it is up to them to apply for the LOMR change and how long the process takes.

Mr. Salas stated that they are in the process of the LOMR change.

Mr. Billingsley stated that Pulte has applied for three LOMRs. He stated the first LOMR was in 2007, the second was in 2015, and the third is under review at this time. He stated that once approved, FEMA provides the maps.

On motion of Boardmember Guilin, seconded by Vice-Chairman Walter, and carried to approve the Professional Services Agreement with EPS Group, Inc., for Community Facility District No. 1 engineering services, in an amount not to exceed \$250,000.

ADJOURN FROM MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1

On motion of Boardmember Woolridge, seconded by Boardmember Hawkins, and carried to adjourn from Merrill Ranch Community Facilities District No. 1.

ADJOURN TO MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2

On motion of Councilmember Woolridge, seconded by Councilmember Hawkins, and carried to adjourn to Merrill Ranch Community Facilities District No. 2.

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)

On motion of Boardmember Wall, and seconded by Boardmember Hawkins, and carried to approve the Professional Services Agreement with EPS Group, Inc., for Community Facility District No. 2 engineering services, in an amount not to exceed \$250,000.

ADJOURN FROM MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2

On motion of Boardmember Woolridge, seconded by Boardmember Anderson, and carried to adjourn from Merrill Ranch Community Facilities District No. 2.

PUBLIC HEARING AND PRESENTATIONS

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 stated license. (Lisa Garcia)

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, stated that staff posted the location on September 13, 2016. The application is required to be posted for 20 days. She stated they did not receive any public comments either for or against during the required posting period. Staff is requesting that Council forward a favorable recommendation.

Mayor Rankin inquired if this was for new ownership of the restaurant.

Ms. Garcia stated that the Town has not been informed of any change in ownership of the restaurant. Staff has only been informed about the liquor license.

Mayor Rankin opened the public hearing. There were no public comments. Mayor Rankin closed the public hearing.

On motion of Councilmember Wall, seconded by Councilmember Guilin, and carried to forward a favorable recommendation to the to the Arizona Department of Liquor Licenses and Control 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 .

Proclamation declaring October 9 - 15, 2016, as Fire Prevention Week. (Mayor Rankin)

Mr. Brent Billingsley, Town Manager, read the proclamation into the record.

Mayor Rankin declared October 9 – 15, 2016 as Fire Prevention Week.

Mayor Rankin gave a brief overview of the history of the Fire Department and how it went from a volunteer Fire Department to a full time Fire Department. He commended the firefighters for the service they provide to the citizens and thanked them for their service.

Presentation and acceptance of a \$1,500 donation from Avangrid Renewables, for the purchase of smoke detectors. (David Strayer)

A representative from Avangrid Renewables presented a \$1,500 check to Mayor Rankin for the Town of Florence Fire Safety Program. He stated that it is their pleasure to work with the community and build a relationship.

Mayor Rankin thanked Avangrid Renewable and appreciates their organization for recognizing the Fire Department.

Mr. David Strayer, Fire Chief, thanked Avangrid Renewables for their donation and stated that they will use the money to purchase smoke detectors for their elderly fire safety program. The focus will be to replace old smoke detectors in the homes of the elderly and this will increase the safety of our community.

On motion of Councilmember Guilin, seconded by Vice-Mayor Walter, and carried to accept a \$1,500 donation from Avangrid Renewables, for the purchase of smoke detectors.

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:**

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, read Resolution No. 1601-16 by title only.

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)

I. Approval of accepting the register of demands ending August 31, 2016, in the amount of \$2,088,226.74. (Gabe Garcia)

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

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)

Mr. Billingsley stated that Mr. Sales, Public Works Director, asked to have Item F tabled.

On motion of Councilmember Hawkins, seconded by Vice-Mayor Walter, and carried to table the 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.

On motion of Mayor Rankin, seconded by Councilmember Hawkins, and carried to enter into an Executive Session, per A.R.S. § 38-431.03.A(4) for the purpose of discussion and consultation with the Town's attorneys for legal advice regarding contract negotiations.

On motion of Councilmember Hawkins, seconded by Councilmember Anderson, and carried to adjourn from Executive Session.

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)

Mr. Billingsley stated that the Town approves an agreement with Pinal County Groundwater Augmentation Authority (PCWAA) annually and alternates every other year between the Maricopa Stanfield Irrigation Drainage District and the Central Arizona Drainage District with respect to the Town's allocated 2,048 acre feet of Central Arizona Project water. If approved, the Town can receive payment from PCWAA and Maricopa-Stanfield irrigation Drainage District.

On motion of Councilmember Anderson, seconded by Vice-Mayor Walter, and carried 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.

NEW BUSINESS

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. (Chris Salas)

Mr. Salas stated that the requirements for all of the engineering items, inclusive of General Civil On Call Engineering Services and Utility On Call Engineering Services, under the Arizona Revised Statutes, Title 34, Chapter 6, states that engineers should be selected upon

qualifications and not price. The Town solicited for on call engineers and they were ranked based on their qualifications. The six engineers that were selected were the most qualified.

Mr. Salas stated that every government entity has a list of on call engineers and it is normal practice for towns and cities to operate (inaudible) in the Public Works Department.

Mr. Salas stated that the Town of Florence has a defined process for working with its on call engineers. The engineers will be issued one task at a time and the tasks will go to the three respective disciplines. He stated that the three engineers will get the rough scope of work. They will refine that scope of work and submit it back with a (inaudible), schedule, and a revised scope of work. He stated that while they are not picking based on the lowest price, the system over the last ten years that has been used has effectively kept the consultants honest with one another.

Mr. Salas stated that the on call engineer contract will be utilized for work as defined by the approved current CIP and current fiscal budget. The on call engineers can also be utilized by Council/Town Manager priorities. He provided examples of Council/Town Manager priorities that resulted in expedited services through the use of on call engineers. There are instances that are not CIPs but require engineering services and the on call engineers enable staff to work efficiently and effectively.

Mr. Billingsley clarified an issue that occurred in Maricopa where there was a high chemical composition in the soil that was causing what was perceived to be degradation of the concrete throughout the entire Town. This became a very hot topic for the Council. Staff was able to use one of their on call engineers to do destructive and non-destructive testing and provide reporting to the Council with respect to whether those chemical issues were endangering structures in the Town.

Mr. Salas stated that Mr. Billingsley will post the items on the agenda for information only, as they are approved. Council will have the ability to see the work as it is being performed and that it fits within the CIP and the budget.

Mr. Salas stated that the contracts are for a not-to-exceed amount. He stated he can provide the listing of projects should Council desire.

Mr. Billingsley stated that Council approved a budget that included several CIP projects that amount to millions of dollars. In order to design for those projects, the Town needs to have the project development, funds available, and the availability to quickly move with respect to design. The dollar amounts for both the utility and general civil are not arbitrarily chosen. They are percentage based on the projects that are expected to be completed within the next two fiscal years.

Vice-Mayor Walter inquired of Mr. Salas what projects he was going to present for the on call engineering.

Mr. Salas stated the following projects:

- Florence Gardens Phase IV, which includes drainage improvements, survey, and construction documents,

Florence Town Council Meeting Minutes

October 3, 2016

Page **10** of **18**

- Florence Gardens Phase V – future year
- Attaway/Hunt Intersection Improvement
- Well No. 1 – Equipping

Mr. Billingsley stated that the Town's website has a CIP tool in which you can obtain updates on CIP projects. He stated that once the outside consultants are on board and they are assigned to different projects, their information will be placed on the website as well. He stated that the CIP is posted on the website.

Mayor Rankin inquired when the Town went out for bid.

Mr. Billingsley stated that the Town started the process approximately 10 weeks ago. He explained the process from the issuance of the RSOQs to awarding a contract.

Mayor Rankin stated that it was during the budget process that Council approves the projects and staff would then utilize the on call engineers to do design. He inquired how much money has been earmarked for engineering services for all of the departments.

Mr. Billingsley stated that an engineering fee was not designated as a budget line item. He stated that it is done project by project. He stated that the engineering costs are approximately 10% of the project. He noted that the contracts have gone through legal review and the firms have agreed to and have signed the contracts.

Mr. Billingsley stated that staff will do another qualifications based selection in approximately 1 ½ years.

Councilmember Guilin inquired if the \$500,000 is accumulative for all three engineers and not \$500,000 per engineer. She stated it appears as though Council is awarding a total of \$1.5 million in engineering fees.

Mr. Salas stated that it is \$500,000 per engineer over the course of two years.

Mr. Billingsley reiterated that the engineers are not guaranteed \$500,000 each; the total is dependent on how many projects they are awarded. The cap that they can receive is \$500,000 over the course of two years. He stated that this provides the staff the availability to have the most qualified engineers to work with the Town and gives the Town the ability to move quickly when it is time to move on projects.

Councilmember Guilin commended Mr. Billingsley on this process. She stated that the Town has never done anything like this before. The process is very clear cut as to who is eligible to bid on the individual engineering services.

Vice-Mayor Walter stated that she has received concerns that it appears as though the Council is approving up to \$3,050,000 on the agenda. The concern was which CIP items would be addressed and in what phases will they be addressed. She understands that the website has a CIP tool which the residents can access.

Vice-Mayor Walter stated that the Town is forming a Strategic Plan and the Town is working with a consultant and citizens are participating in the process. It was understood by some of those participants that the CIP would be revisited after the strategic planning presentation was made to ensure that the Town is going in the right direction.

Vice-Mayor Walter stated that there were concerns voiced that some of the money was being set aside to get a jump start on the recreation center. She stated that Mr. Billingsley said that it would not be one of the items that are handled with these funds.

Vice-Mayor Walter requested that Mr. Billingsley notify Council when they reach the \$24,000 threshold of monies expended, specifically when Council is asked to approve contracts of up to \$500,000. She asked that this be built into the process.

Councilmember Hawkins stated that it would defeat what Council is doing by approving the contracts now. He stated that the proposed process streamlines the process.

Vice-Mayor Walter stated that in her conversations with Mr. Billingsley, he will still keep the Council apprised of the amounts to be expended for each of the projects. The Council will not need to approve the engineering for each project separately.

Mayor Rankin inquired if the Council approves the contracts, if it will eliminate the procurement process.

Mr. Billingsley stated that if the contracts are approved the individual task orders do not have to come back to Council for approval. Individual task orders with the engineering companies, up to \$500,000, can be added to the consent agenda for information purposes only, but it would not be contingent upon Council approval because Council would have already approved the contract.

Mr. Billingsley stated that no one has approached him about a recreation center, nor does he believe there is a recreation center approved in the CIP. He stated that it would not be an eligible project unless Council amended the CIP to make it a project. He stated that the contracts are for general civil engineers and utility engineers. It includes water, sewer, roads, structures, and traffic signal, and does not include buildings.

Mr. Billingsley stated that the meaning of an on-call contractor is to award the work specific to the projects that Council has already approved in the budget with their funding sources. He stated if there are specialty items, staff would request it from Council.

Mr. Billingsley stated that the contract is for two years with the ability to extend the duration of the contract; however, the do-not-exceed dollar amount would remain status quo. He stated that the Town still needs to remain under the expenditure limitation and within the approved budget.

Mr. Billingsley stated that the on call consultants are present in the audience should Council have any questions for them.

On motion of Councilmember Hawkins, seconded by Councilmember Guilin, and carried 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.

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)

On motion of Councilmember Guilin, seconded by Councilmember Hawkins, and carried 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.

Discussion/Approval/Disapproval 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)

On motion of Councilmember Guilin, seconded by Councilmember Hawkins, and carried to approve the Professional Services Agreement with Wilson and Company, Inc., for General Civil On-Call Engineering Services, in an amount not to exceed \$500,000.

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)

On motion of Councilmember Anderson, seconded by Councilmember Guilin, and carried to approve the Professional Services Agreement with Hazen & Sawyer, for Utility On Call Engineering Services, in an amount not to exceed \$350,000.

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)

On motion of Councilmember Woolridge, seconded by Councilmember Wall, and carried 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.

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)

On motion of Councilmember Guilin, seconded by Councilmember Anderson, and carried to approve the Professional Services Agreement with WestLand Resources, Inc., for Utility On Call Engineering Services, in an amount not to exceed \$350,000.

TOWN MANAGER'S REPORT

Mr. Billingsley stated that the Town has applied for two grants: one is for a street sweeper from MAG and the other is Safe Routes to School Grant through MAG and ADOT, specific to school

crossings. He stated that the local McDonald's provided \$250 to the Fire Department and it will be used for the smoke detector program; and \$250 to the Police Department that will be used for a medical alert program.

Mr. Billingsley stated that he attended the tree planting ceremony at Heritage Park because Florence was recognized as part of the Tree City USA Program. He stated that the Arizona State Forestry provided the Town with a mesquite tree that was placed in the park. The Town held a nice ceremony and he thanked Parks and Recreation Advisory Boardmember Pinson and Boardmember Smith for attending. He stated that there are 23 programs in Arizona and the trees will be tracked by the Arizona State Forestry for the next 50 years.

Mr. Billingsley announced the following events:

- Movie in the Park
 - Zootopia
 - Saturday, October 15, 2016 at 7:00 pm
- Florence High School Homecoming Parade on Main Street
 - Friday, October 21, 2016 at 1:00 pm
- Florence Carnival
 - October 27 – 31, 2016
 - Heritage Park
- Halloween Fright Fest
- Monday, October 31, 2016 from 5:30 – 8:30 pm
- Heritage Park

Mr. Billingsley congratulated the Water Utility Division of the Public Works Department. He stated that ADEQ performed its annual inspection of the Water Utility last week and the Town passed its inspection and were found to be in full compliance.

Mr. Billingsley provided a presentation on the Capital Improvement Program, in which he outlined the following:

- Project Updates & Status
 - Florence Gardens Retention - Complete
 - HOA requested Public Works assistance to clean out an existing retention basin area
 - Better storm water retention- reduced flooding
 - Removed 150 tons of over growth and debris
 - Did not remove desert vegetation around the outside of the retention basin
 - Removed everything that impeded flow and percolation
 - Diversion Dam Road - Complete
 - First of Two Phases – Town Phase
 - Utility relocation, curbing, paving, and significant amount of intersection improvements
 - Improvement to local irrigation ditches in the area
 - Added syphon under the highway
 - Drainage improvements
 - Provide roadway expansion for increased commercial traffic flow at Diversion Dam Road/State Route 79.
 - Prepare for ADOT signalization of intersection.

- Widened ½ mile of Diversion Dam Rd. between SR79 and Bowling Rd.
 - Realigned SCIDD Irrigation pipeline.
- Second Phase – ADOT Phase
 - Traffic signal to be installed
- Desoto Sewer Line Replacement - Complete
 - 30 foot section of clay pipeline 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.
 - All design and construction was done in house with Town staff
- North WWRF Retrofit/Repair - Phase 1 Complete
 - 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.
 - Phase I is complete
- Sequence Batch Reactor (**SBR**) Repair/Restoration - Complete
 - There are 4 SBRs at the South Wastewater Treatment Plant
 - Had not been cleaned or repaired since plant was put into operation.
 - SBRs was drained, cleaned and repaired and new equipment was installed as necessary
 - 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
 - Size is 20 feet deep and as wide as a football field in both directions
 - Primary way to treat waste at wastewater treatment plan.

DEPARTMENT REPORTS

Community Development

Courts

Finance

Fire

Library

Parks and Recreation

Police

Vice-Mayor Walter inquired about the status of the Main Street Project.

Mr. Salas stated that the project is on schedule. The completion date is in early November.

Vice-Mayor Walter inquired if the lights have been determined, and if so, has the business owners been advised of what the lights will be like.

Mr. Salas stated that the lights were chosen some time back. He does not know if Mr. Knudson, Assistant Town Manager, has shared this with the business owners.

Vice-Mayor Walter inquired if there is a safety plan in place for the Homecoming Parade on October 21, 2016. She stated that the Florence Unified School District students from kindergarten to high school will be lining the streets.

Mr. Billingsley stated that he met with Mr. Salas and Mr. Dan Hughes, Police Chief regarding the parade. Chief Hughes stated that there will be a volunteer presence and the contractor will ensure that the barricades that are up are per the Manual Uniform Traffic Control Devices (MUTCD) and that everything is safe. Removing the barricades would make things less safe.

Vice-Mayor Walter inquired if there is an update on the Florence Gardens infill and the infrastructure on the roads with the rain runoff.

Mr. Billingsley stated that the Florence Gardens HOA contacted the Town regarding the retention basin. He stated that the retention basin has been cleaned and that the Public Works crew cleaned the weeds behind the houses as well.

Mr. Salas stated that Mr. Dan Cisco, Public Works Superintendent, is working with the National Guard to partner with them on the project because they want to use the property for potential training grounds. He stated that if the partnership does not happen, they have received quotes for mobilizing equipment to the area and to do additional construction as well as placing "No Trespassing" signs on the property and filling in the holes. He stated that the barricades will remain until such time as the signs are installed.

Mr. Billingsley stated that the barbed wire fence is actually a construction fence that was installed by the developer and has rotted over time. There may be more of a liability issue if the Town removes the fence without first installing the "No Trespassing" signs. He stated that they did get advice from the insurer and the project will be very expensive to regrade the entire site. He suggested a future executive session regarding the trenches as they are not at collapsing depth. He stated that they are in discussion with the National Guard; however, the Town has no control over their schedule.

Mayor Rankin stated that he brought this issue to Council when he was approached by citizens in the Florence Gardens area.

Vice-Mayor Walter stated that the Florence Gardens citizens are approaching her as well as for the same issue.

The Department Reports were received and filed.

CALL TO THE PUBLIC

Councilmember John Anderson, Florence Resident, asked for more information on the "Tip A Cop" event on October 21, 2016 at the Anthem Grill.

Mr. Terry Tryon, Police Lieutenant, stated that the “Tip A Cop” Program benefits the torch run for challenged individuals. The police officers are in uniform and work in restaurants to bus tables, take out drinks, etc. and the tips that are received are donated to the Special Olympics.

CALL TO THE COUNCIL – CURRENT EVENTS ONLY

Vice-Mayor Walter thanked Mr. Billingsley for the presentation on the CIP completed projects. There has been a significant amount of progress made in the last few months.

Vice-Mayor Walter thanked Mr. Billingsley for his prompt response in regards to the flooding concern that was brought to his attention. She stated he is working very hard to mitigate the problem.

Vice-Mayor Walter asked staff to include more information on the agenda items that are being presented to Council. She stated that this will alleviate the need for so many questions. She stated that it also is for more transparency going forward.

Vice-Mayor Walter asked that the durable medical equipment program be advertised.

Mayor Rankin stated that October is Domestic Violence Awareness Month. He stated that Town Hall will be lit purple for October in recognition of domestic violence. He stated that it is important to address domestic violence and report the issue to local enforcement.

Mayor Rankin stated the benefit for Gabby Lara is October 15, 2016. She is a local student who is battling cancer and invited the public to attend.

Mayor Rankin stated it was his honor to present a proclamation to Olga Cathemer for her 100th Birthday. He stated that September 28, 2016 was declared “Olga Cathemer Day” in honor of her birthday. She taught school in Florence for many years.

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.

On motion of Councilmember Hawkins, seconded by Councilmember Guilin, and carried to adjourn to Executive Session.

ADJOURN FROM EXECUTIVE SESSION

On motion of Councilmember Anderson, seconded by Councilmember Wall, and carried to adjourn from Executive Session.

ADJOURNMENT

On motion of Councilmember Wall, seconded by Councilmember Anderson, and carried to adjourn the meeting at 8:35 p.m.

Tom J. Rankin, Mayor

ATTEST:

Lisa Garcia, Town Clerk

I certify that the following is a true and correct copy of the minutes of the Florence Town Council meeting held on October 3, 2016, and that the meeting was duly called to order and that a quorum was present.

Lisa Garcia, Town Clerk

MINUTES OF THE TOWN OF FLORENCE COUNCIL MEETING HELD ON MONDAY, OCTOBER 17, 2016, AT 6:00 P.M., IN THE FLORENCE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.

CALL TO ORDER

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

ROLL CALL:

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

MOMENT OF SILENCE

Mayor Rankin called for a moment of silence.

PLEDGE OF ALLEGIANCE

Mayor Rankin led the Pledge of Allegiance.

CALL TO THE PUBLIC

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

PRESENTATIONS

Introduction of the 2016/2017 Town of Florence Information Technology Interns.

Mr. Trenton Shaffer, Interim IT Manager, stated that many municipalities provide some form of internship and volunteer opportunities for teenagers. This is a great way to develop their skills, help them find a solid career path and create interest in local government. The Town partnered with Florence High School (FHS) to utilize student interns that are currently participating in the FHS Multimedia Broadcasting Class. Students enrolled in this class are under the supervision and direction of Mr. Jim Nephew. He stated that in class, the students record, edit, and broadcast their Gopher News, which can be viewed on the FHS website. He stated that the students have the skill set necessary for public broadcasting, which includes, camera and microphone setup, teleprompter programming, audio and video editing and broadcasting, multimedia content creation, and much more.

Mr. Shaffer stated that the student internship is mutually beneficial to both the FHS and the Town. The Town will be granted full access to the FHS media studio. The students will benefit from the opportunity to directly apply their training by providing professional programming for town audio and video and town website content. They will assist with recording, editing and broadcasting the Town Council and other meetings.

Mr. Shaffer stated that the program is in its infancy and will continue to grow. The Town aims to provide relevant and better overall quality content to its citizens through the government access channel and Town website. He stated that they will learn and grow from citizen feedback regarding this content, provide additional training for students, and help develop a solid career path for the students' future, and get the youth more involved in local government.

Mr. Shaffer introduced Austin Rodriguez, FHS Senior, who is in his fourth year of multimedia broadcasting and has a wealth of broadcasting experience.

Mr. Rodriguez stated that he also competes in Future Business Leaders of America (FBLA), business video production. He placed 4th in State and 72nd in Nationals. He thanked the Council and staff for the opportunity to improve his video production skills.

Mayor Rankin inquired if his time working for the Town goes towards his 40 hours of required community service.

Mr. Rodriguez stated that he has already completed his community service hours.

Mr. Shaffer introduced Ankhwa Nguyen, FHS Senior, who is also in his fourth year of multimedia broadcasting. He exhibits an expertise in audio/video programming as well as multimedia content creation.

Mr. Nguyen stated that ASU has given him a four year scholarship for video games. He will need to take computer engineering, which he is excited about. He stated that this opportunity will help him in his career choice which is computer programming. He competes nationwide and internationally in video game tournaments. He thanked the Council for the opportunity to improve himself and his editing and programming skills.

Councilmember Anderson inquired if the FHS website is linked to the Town website.

Mr. Shaffer stated that the sites are not linked, but they could do so if Council chooses.

Councilmember Woolridge stated that this is an exceptional opportunity. She thanked staff for this idea.

Mr. Brent Billingsley, Town Manager, thanked the Budget Committee for the idea and the Council for funding the ability to have FHS interns.

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

Mr. Billingsley read the proclamation for the record.

Mayor Rankin declared October 16 – 22, 2016 as National Friends of Libraries Week.

Mayor Rankin presented the proclamation to Ms. Emily Webster, Friends of the Library President. He thanked her for her service and appreciates all that she and the members do.

Presentation from the 150th Anniversary Ad Hoc Committee.

Mr. Bryan Hughes, Parks and Recreation Director, stated that they have met throughout the year on ways to celebrate and raise awareness of the Town's 150th anniversary. He stated that they met a few weeks ago and are wrapping up the events.

Mr. Hughes and Ms. Alison Feliz, Recreation Programmer, provided the following presentation:

- Upcoming Events

- Florence Carnival on October 27- 31, 2016
 - The five-day carnival would lead up to the annual Halloween Fright Fest held on Halloween night.
 - Carnival is smaller than last year.
 - Six rides, game booths, and food booth
 - Different vendor than last year
- Halloween Fright Fest on October 31, 2016
 - The Halloween Fright Fest is a fun, safe, alternative to trick or treating. Local businesses and organizations create and operate game booths for the kids in the community to participate in.
 - 28 games in the outfield
 - Corn maze
 - Everyone is a winner at this event.
 - The Pinal County Federal Credit Union is organizing the costume contest.
 - Florence Women's Club is organizing the pumpkin carving contest.
 - Food and merchandise vendors will be onsite.
- Jr. Parada Parade on November 26, 2016
 - The Jr. Parada Parade and rodeo is a long time Florence tradition and is held Thanksgiving weekend.
 - This year marks the 84th Annual Rodeo and Parade.
 - The parade will start off the fun on Main Street at 10:00 a.m.
 - The rodeo at the Charles Whitlow Rodeo grounds begins at 12:30 p.m.
 - Staff reached out to 80 new participants plus those who have participated in the past
 - Goal is to get a minimum of 50 parade entries.
- Christmas on Main on December 2, 2016
 - Main Street turns in to a winter wonderland.
 - Various vendors line Main Street, and local businesses open their doors to the Florence Community spreading the holiday cheer.
 - Santa is available for pictures
 - Holiday Light parade ends the night.
- New Year's Eve Block Party on December 31, 2016
 - Similar to Road to Country Thunder. This street festival will close out 2016 in style featuring live entertainment, food vendors, and more!
 - Two beer gardens with live entertainment
 - Partnerships with Kokopelli Moon Saloon and American Legion
 - Kids games, activities and food vendors along Main Street
 - Fireworks at midnight

- Other upcoming events

- Florence High School Homecoming Parade on Friday, October 21, 2016
- Pony Express on Saturday, November 5, 2016
- Anthem Celebrates the Arts on Saturday, November 12, 2016

- Financial Summary
 - Revenues (Sponsorships) - \$23,135
 - Expenditures (Year to date)
 - Banners - \$4,404
 - Merchandise - \$1,176
 - Marketing - \$950
 - Future Events
 - Carnival - \$500
 - New Year's Eve Block Party - \$16,000+
 - Thanked multiple sponsors
 - Events are made possible by the sponsorships received

Mayor Rankin stated that he has been promoting the New Year's Eve Block Party, which is a family friendly event. He inquired if fire pits will be placed throughout Main Street and where the bounce houses will be located.

Mr. Hughes stated that they are still in the planning stages with regards to the layout. The bounce houses will be located in Jacques Square or within close proximity to Jacques Square.

Mr. Hughes stated that their last meeting will be in November.

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

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

iii. July 7, 2016 Planning and Zoning Commission minutes.

On motion of Councilmember Anderson, seconded by Vice-Mayor Walter, and carried to approve the Consent Agenda as written, with the exception of Item 7g i.

i. June 29, 2016 and August 31, 2016 Historic District Advisory Commission minutes.

Councilmember Woolridge stated that she would like the June 29, 2016 Historic District Advisory Commission minutes to be amended to contain specific and more detailed information with regards to the plaque that was placed at the American Legion.

Ms. Garcia stated that the title of the plaque along with the exact wording on the plaque will be added to the minutes.

On motion of Councilmember Woolridge, seconded by Councilmember Anderson, and carried to approve the amended June 29, 2016 Historic District Advisory Commission minutes and the August 31, 2016 Historic District Advisory Commission minutes.

NEW BUSINESS

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

Mr. Chris Salas, Public Works Director, stated that the contract is for labor for the intersection improvements at Hunt Highway and Attaway Road, inclusive of construction of the underground foundation for the poles, setting of the poles, mast arms, running of the wires and installation of the conduit. He stated that the procurement is done through a Job Order Contracting (JOC) approved through Maricopa County and was reviewed by the Town Attorney.

Mr. Billingsley defined that a JOC is a special procurement under the State of Arizona law as alternate project deliver. This is also known as "piggybacking on another city's contract for similar work. This method will save the Town money.

Mr. Salas stated that the Town was initially going to purchase the temporary traffic signal trailers from Pinal County; however, Pinal County was not willing to sell the traffic signal due to the financial loss because of their existing value versus what they paid for them.

Mr. Salas stated that he considered the difference in cost between purchasing new traffic signal trailers and installing traffic lights at the intersection. The decision is to install a permanent traffic signal that will allow a right turn lane to be installed in the future.

Mr. Salas stated that the improvements to the intersection will include vehicular detection, which will improve the level of service. Staff will also be able to program the traffic signal for different times of the day, depending on traffic patterns.

Mr. Salas stated that the staff will come before Council in the future for approval on an Intergovernmental Agreement with Pinal County to allow for maintenance of the traffic signal. He stated the Town is using the same controller and poles that Pinal County uses so that they are able to maintain the traffic signal. They will also use standardized hardware. This is the first phase of the approved CIP Project. He stated that the initial traffic signal will not include any roadway improvements. A guardrail will need to be installed to provide a clear zone for pole protection. Staff will work with San Carlos Irrigation District (SCID) on the widening of Attaway Road to provide a northbound right turn lane.

Mr. Billingsley stated that the traffic signal has been programmed in the CIP for quite some time and was held up due to some challenges regarding right of ways in the area. The Town is up against a severe deadline in terms of construction of a brand new traffic signal because Pinal County has authorized the Town to use their temporary traffic signal through December 31, 2016. Mr. Salas has come up with a way to not only procure a design and construct in an incredibly tight timeframe but also a way to very efficiently and effectively construct a traffic signal without an absorbent cost and still allow for the ability to do future improvements in the vicinity. Mr. Salas has come up with a design concept that does not impact the right of ways where they were challenged before.

Mr. Billingsley stated that the traffic signal will look different than what a traditional traffic signal looks like, but will function quite well for the three legs of the intersection.

Mr. Salas stated that they started with an aggressive timeline on the design and he has worked with the construction company in advance of the approval to ensure that they have enough time once the project was approved. The company was chosen based on their qualifications and their ability to meet the deadline. They will be turning dirt in late November and will get the signal done in approximately 30 days if all of the hardware is available.

Mr. Salas explained the importance of ensuring that the entire product is onsite in order to get the project completed on schedule. He has been working with the company to ensure that the company has the product stocked in anticipation of the order being approved.

Councilmember Anderson thanked Mr. Salas for his diligence in getting this accomplished in such a short period of time.

Councilmember Guilin complimented Mr. Salas for the way the contract was bid out. She appreciates his conservative financial approach and his ability to save the taxpayers' dollars.

Councilmember Wall inquired if the traffic signal will be solar powered, and if not, where will the power come from.

Mr. Salas stated that the power is north of the intersection. He stated there is a guide wire that comes down on the last pole. The meter pedestal battery backup unit will be deployed in that vicinity. The Town already has an agreement that has been signed by ED2 on the design and the construction of the service.

Mr. Billingsley stated that one of the challenges with the traditional design was how to get power to all four legs of the intersection and not only the right of way concerns. Mr. Salas' design utilizes the ability to get the power from the same side where it is provided (i.e. ED2 line).

Councilmember Woolridge stated that current aesthetics at that intersection is not attractive and she is glad to see this project move forward. She thanked Mr. Salas for being financially conservative.

Vice-Mayor Walter stated that she appreciates his cost saving methods and for addressing the timing of the lights.

Mayor Rankin inquired if the total project cost will not exceed \$150,000.

Mr. Salas stated that the project is two part. The traffic signal equipment will cost no more than \$69,416.43 and the labor will be no more than \$101,520.90. He stated that both figures have a large contingency built in the cost in case the design changes. The design is not complete as of today. He stated they have specked out all of the equipment with the understanding that the pole could be moved which is why a cushion was built in for variables.

Mr. Billingsley stated that the traffic signal will cost more than \$200,000 in total and is very inexpensive compared to a traditional signal that can cost between \$250,000 and \$400,000. He stated that the traffic signal on State Highway 79 and Diversion Dam Road is expected to cost approximately \$350,000.

Mayor Rankin inquired about the traffic count at the intersection of Hunt Highway and Attaway Road.

Mr. Salas stated that in the mid-morning there are over 100 left hand turns off of Attaway Road. For approximately four hours straight, there are approximately 300 left hand turns off of Hunt Highway. The left hand turns are impeding traffic movement. The traffic count met two traffic warrants.

On motion of Councilmember Anderson, seconded by Councilmember Guilin, and carried to approve a contract to AJP Electric Inc., for the construction of the future traffic signal, to be located at the intersection of Hunt Highway and Attaway Road, in an amount not to exceed \$101,520.90.

Resolution No. 1602-16:

Mr. Billingsley read Resolution No. 1602-16 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE TOWN OF FLORENCE FY 2016-2017 EMPLOYEE CLASSIFICATION PLAN.

Mr. Scott Barber, Human Resources Director, stated that the US Department of Labor announced changes to the rules regarding the Fair Labor Standards Act (FLSA). He stated that the FLSA governs several things, including the issue of overtime compensation. He provided a brief overview of the history of FLSA and how it pertains to government entities. He stated that

in terms of overtime, the particular law allows for certain tests to be performed to determine if someone could be exempt from the overtime provisions and one test is the salary test. The salary test has to be met before any further tests can be performed.

Mr. Barber stated that the Department of Labor issued a new ruling changing the minimum salary from \$23,660 to \$47,476 effective December 1, 2016. There have been 21 states that have filed legal action to stay the decision; however, employers are moving ahead with the idea that the new rule will take effect December 1st.

Mr. Barber stated that they have looked at the classification entry levels of the Town's positions and, as a result, they are asking for a change in five classifications. One classification is not in use and the others affect four employees. The employees will now qualify for overtime compensation. He stated that the Town Manager expects to operate within the realm of tools that are available to management and mitigate the possibility of overtime.

- Town classifications from "exempt" to "non-exempt" to comply with change
 - Associate Engineer
 - Parks Maintenance Superintendent
 - Planner
 - Court Administrator
 - Senior Building Inspector
 - Facilities Manager

Mr. Barber stated that he has worked with Mr. Salas regarding things that were done prior to his arrival and some adjustments that he has made since he began his employment with the Town. He stated they have been working on alignment issues and moving positions around in the organization. The changes include:

- Public Works Department Changes
 - Utility Superintendent will change to Water Superintendent
 - No change in salary
 - Senior Wastewater Treatment Plant Operator will change to Wastewater Superintendent
 - No change in salary
 - Public Works Operations Technician (Public Works Administration) will change to Facilities Maintenance Specialist (Facilities)
 - Internal recruitment
 - Position will be reclassified
 - Public Works Operations Technician position is currently vacant
 - Maintenance Worker I (Streets) will change to Fleet Services Supervisor (Fleet Maintenance)
 - Promotion = +\$2,119

Mr. Barber stated that the changes in the Public Works Department are supported by the parameters of the Public Works budget. He stated that after the changes are made, there will be several vacancies in the Public Works Department and many will represent promotional opportunities in the Streets Division.

Councilmember Anderson inquired about the financial impact because it appears that several of the positions have a probability of having overtime.

Mr. Barber stated that overtime is always a focus and management has emphasized the necessity to utilize flex time to mitigate overtime expense. He stated that when overtime has to be paid; it will be expensed to the departmental budget.

Mr. Billingsley stated that staff is not asking for more positions nor is staff asking for more money. Rather the re-allocation of positions is to better align staff which allows for more effective and efficient services within the means of the current budget.

Mr. Billingsley stated that Mr. Barber and Mr. Salas have done a substantial amount of research regarding monies that were being spent on outside consultants to do work, particularly in the Facilities Maintenance Department. He stated that there is a staff person who has been able to serve in an interim role. The individual is HVAC certified and has done similar type of work that the Town was hiring consultants to perform on a weekly basis. The Town is able to utilize its resources more efficiently and is able to realign personnel to that effect based on a vacancy that already exists within the department.

On motion of Councilmember Guilin, seconded by Councilmember Wall, and carried to adopt Resolution No. 1602-16.

TOWN MANAGER'S REPORT

Mr. Billingsley stated that the Florence Police Department is very involved in supporting the Special Olympics. They are starting the "Movember Program" in which Police Officers grow facial hair during the month of November to provide charitable donations to Special Olympics. The Police Officers thanked him for allowing the Police Department to participate in the event and the importance of supporting the Special Olympics.

Mr. Billingsley stated that there will be a GAIN event (Getting Arizona Involved in Neighborhoods) on October 22, 2016 at Anthem Community Park Amphitheater. The event is to make the community aware of the benefits that the Town of Florence and the Florence Police Department offer to the community. There will be informational booths covering a variety of topics. Several law enforcement agencies and businesses will be participating in the event as well.

Mr. Billingsley stated that American City and County Magazine announced, via their website, on September 26, 2016, the winners of Igniting the Flames Award for Young Professionals. Alison Feliz was nominated for the award and finished in the top five out of 30 entities. He stated that you can visit their website for more information and to view her biography.

Mr. Billingsley read a letter from the Bureau of Justice Assistance, which read

"The Bureau of Justice Assistance is pleased to inform you that your agency will receive an award under Fiscal Year 2016 Bulletproof Vests Partnerships Solicitation. These funds have been posted to your account in the BVT system. A complete list of Fiscal Year 2016 BVT awards is available at www.ojp.usdoj.gov."

Mr. Billingsley thanked the grants team as well as the Police Department for applying and receiving the grant.

Mr. Daniel Hughes, Police Chief, stated that the grant will allow for the purchase of four vests. He stated the vests cost approximately \$1,000 each. The vests are worn daily by the officers and they have a five year life span.

Mr. Billingsley stated that he received an email in which he read:

“Dear Mr. Billingsley,

I’d like to take a minute of your day to thank you and to compliment your Public Works employees that work downtown on the streets and at the parks. I am a Florence resident and every morning I go for walks throughout the community with my newborn baby. Every time I see a city employee I am greeted with a hello and a good morning.

Being the mom of three young children, a simple greeting of hello and their presence gives me piece of mind that my children and I are safe in our outings and within our community.

Your employees have a great presence in our community. They are always seen working hard, paying attention, and looking out for the community.

Thank you for your time and please pass this on to the appropriate personnel.”

CALL TO THE PUBLIC

There were no public comments.

CALL TO THE COUNCIL – CURRENT EVENTS ONLY

Councilmember Hawkins stated that the Streetlight Improvement Project is moving along quickly. The streetlights are being installed.

Councilmember Wall encouraged everyone to attend the Tip o’ Cop event on the evening of October 21, 2016 at the Anthem Grill. The police officers will be in uniform and will be the servers that evening. The tips will be donated to the Special Olympics.

Councilmember Guilin stated that she attended the Movie in the Park and the event was very well run. She stated that Koko was present and everyone had a great time. She thanked the Public Works staff for the quick response to an issue she had with regards to a water meter at her home and that of her neighbor.

Vice-Mayor Walter stated that she would like to see if there is a grant available for the Town to purchase their own big screen for movies. This will enable the Town to have the Movies in the Park event more often. The Movies in the Park event was very well attended. Koko and the students kept the crowds energized and the event was awesome.

Vice-Mayor Walter thanked Mr. Salas for visiting with the Florence Gardens residents this past Saturday to provide an update on the projects and to address their concerns.

Vice-Mayor Walter stated that she has worked with Mr. Billingsley on the update with regards to the potential flood zone discrepancies in Anthem discussed at the last Council meeting. The Town Manager and Town Engineer are diligently communicating with Baxter Design Group, Pinal County Flood Control and Pulte to confirm and address the concerns that were voiced. It is the Town's goal to resolve the issue working with Anthem's design engineer and Pulte. The Town has requested, and is currently awaiting confirmation from Pulte as to sponsoring an informational session to provide potentially affected residents and the Town with an update. The Town is taking this very seriously and moving forward in an expedited manner.

Mayor Rankin stated that there was a fund raiser for Gabby Lara on October 15, 2016 at the Elks Lodge. It was very well attended and far exceeded what they anticipated. The Posse cooked 300 steaks and was sold out within two hours. The patrons consumed almost all of the beer that the Elks Lodge had on hand. He stated that both Florence and Coolidge residents supported a great cause.

Mayor Rankin stated there was information disseminated that the Mayor should have written a letter regarding the flood zone discrepancy. He responded in the local paper to those comments. It is not the Town's responsibility to do so; it is between the homebuyer and the seller. The Town cannot be liable for information that it does not have any control over as far as the LOMR maps that were done.

Mayor Rankin invited everyone to attend the Homecoming Parade and all of the related events.

ADJOURN TO EXECUTIVE SESSION

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

Regarding Arizona Department of Environmental Quality proceedings.

Regarding potential agreements and pending or contemplated claims involving land use and easements in the Town.

Regarding condemnation case filed by Southwest Environmental Utilities LLC, Case No. CV2 01601374.

Regarding contract negotiations on the Town's allocation from Central Arizona Project.

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

ADJOURN FROM EXECUTIVE SESSION

On motion of Councilmember Hawkins, seconded by Councilmember Guilin, and carried to adjourn from Executive Session.

ADJOURNMENT

On motion of Councilmember Woolridge, seconded by Vice-Mayor Walter, and carried to adjourn the meeting at 8:05 pm.

Tom J. Rankin, Mayor

ATTEST:

Lisa Garcia, Town Clerk

I certify that the following is a true and correct copy of the minutes of the Florence Town Council meeting held on October 17, 2016, and that the meeting was duly called to order and that a quorum was present.

Lisa Garcia, Town Clerk

TOWN OF FLORENCE PARKS AND RECREATION ADVISORY BOARD

MINUTES FROM THE REGULAR MEETING HELD ON THURSDAY, SEPTEMBER 22, 2016 AT 6:00 P.M. IN RUGGLES ROOM 1, LOCATED AT 778 N. MAIN STREET, FLORENCE, AZ.

1. CALL TO ORDER

Chairman Pinson called the meeting to order at 6:08 P.M.

2. ROLL CALL:

Present: Linda Fenstermaker, Don Pinson, Robert Smidt, Tom Smith, Donald Woolridge, Vice-Mayor Tara Walter

Absent:

3. NEW BUSINESS

a. Discussion/Approval/Disapproval of the March 31, 2016 meeting minutes.

On motion by Boardmember Smidt, seconded by Boardmember Woolridge, and carried to approve the March 31, 2016 Advisory Board meeting minutes.

b. Update on Durable Medical Equipment Loan Program (Bryan Hughes)

Liaison Bryan Hughes stated that on August 1, 2016, the Florence Town Council approved to move forward with the Durable Medical Equipment Loan Program. The Parks and Recreation dept. is working with Seth Coleman from Florence Gardens. Florence Gardens has provided the Parks and Recreation dept. with several equipment, anyone interested may contact the Senior Center or the Fitness Center.

c. Update on Teen Leadership and Programming in FY17 (Bryan Hughes)

Liaison Hughes updated the Board of the Teen program and the contract with Kim "Koko" Hunter that was approved at the August 1, 2016 Council meeting. Mr. Hughes stated that John Nixon, Recreation Coordinator and Brent Billingsley, Town Manager, have worked with Mr. Hunter in the past; Mr. Hunter has a lot of experience working with teens. Liaison Hughes stated that the teens have been very receptive of their roles in the program and have already hosted a few events. The first was a teen pool party at the Aquatic Center and the other event was Bingo, Brunch and Boogie and it was held at the Senior Center. Liaison Hughes stated the teens are learning how to MC an event, take on leadership roles, and responsibility.

Liaison Hughes stated that five teens attended the League of Cities and Towns conference and our group had one of the youngest participants there. Boardmember Woolridge commented that he had pictures of the teens at the conference, if anyone would like to see them. Chairman Pinson asked the name of the person running the Teen Council. Liaison Hughes replied that the name of person running the program is Kim "Koko" Hunter.

d. Update on the Heritage Park Tree Inventory and commemorative Tree City 40th anniversary tree planting (John Nixon)

Liaison John Nixon updated the Board on the Heritage Park Tree inventory. Liaison Nixon stated that on July 6, 2016 he received notification from Allan Schultz, School of Research and Development, had conducted the tree inventory at Heritage Park on May 10, 2016. Mr. Schultz's findings were out of 123 trees in the park seven were rated as not in good condition. There were no signs of insect infestation or disease on the seven trees, but may have received storm damage and recommended the trees be replaced. In celebration of the Tree City USA 40th anniversary, the Parks and Recreation Dept. will be planting a 15 gallon mesquite which was donated by the AZ Tree Council on Thursday, September 29, 2016 at 9 A.M. at Heritage Park.

e. Discussion of public outreach for recreation programming (Bryan Hughes)

Liaison Hughes discussed the challenges of reaching out to the public about recreation programming; there are many factors that may lead to information not getting out, but the Parks and Recreation Dept. does a lot of marketing. Liaison Hughes gave examples of marketing the Parks and Recreation Dept. does; for example: social media, newspaper ads, magazine ads, Town website, and flyer distribution. Liaison Hughes will look into placing a survey to get an idea of what the public is interested in.

4. STAFF REPORTS

a. Parks and Recreation Director (Bryan Hughes)

Liaison Hughes welcomed Tom Smith to the Parks and Recreation Advisory Board. Liaison Hughes informed the Board that the Aquatic Center is closed for the season. Low Mountain Construction met with Staff for the final walk through, there was nothing significant that needed to be replaced or fixed. Liaison Hughes informed the Board that Capital items will be placed on October's agenda and that the Board will not meet in November and December.

5. CALL TO THE PUBLIC/BOARD RESPONSE

CALL TO THE PUBLIC FOR PUBLIC COMMENT ON ISSUES WITHIN THE JURISDICTION OF THE TOWN OF FLORENCE PARKS AND RECREATION ADVISORY BOARD. COUNCIL RULES LIMIT PUBLIC COMMENT TO THREE

MINUTES. INDIVIDUAL MEMBERS MAY RESPOND TO 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 SHALL NOT DISCUSS OR TAKE ACTION ON ANY MATTER DURING AN OPEN CALL TO THE PUBLIC UNLESS THE MATTERS ARE PROPERLY NOTICED FOR DISCUSSION AND LEGAL ACTION.

Ms. Ruth Harrison expressed she would like to see more planting of trees throughout the Community. Ms. Harrison stated that the planters surrounding the trees at Jaques Square have not been removed and they need to be removed as soon as possible. Ms. Harrison also suggested having the planters in front of Total Concept Hair Salon be sealed, and replace the dead plants from the planters located in front of the Florence Blade building.

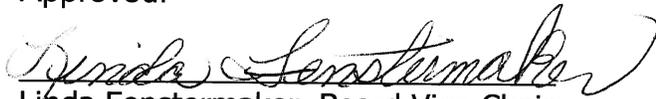
6. CALL TO THE BOARD

Tom Smith stated he is glad to be part of the Parks and Recreation Advisory Board.

7. ADJOURNMENT

On motion by Boardmember Smith, seconded by Boardmember Smidt, and carried to adjourn the meeting at 6:58 P.M.

Approved:


Linda Fenstermaker, Board Vice-Chair

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8a.
MEETING DATE: NOVEMBER 21, 2016 DEPARTMENT: Administration STAFF PRESENTER: Brent Billingsley Town Manager SUBJECT: Purchase and sale agreement for long term storage credits		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Approval of the Purchase and Sale Agreement for long term storage credits with the Central Arizona Water Conservation District (CAWCD).

BACKGROUND/DISCUSSION:

For the last 16 years, the Town has entered into a Groundwater Savings Agreement with the Pinal County Water Augmentation Authority (PCWAA). The agreement has been in place to deliver the Town’s 2,048 acre foot allocation of Central Arizona Project (CAP) water annually and to accrue stored water credits in its long-term storage account with the Arizona Department of Water Resources (ADWR).

Staff has spent months researching and negotiating options for the Town’s CAP allotment that would generate positive cash flow. The research has yielded an option whereby the Town would recharge its CAP allotment with the Tonopah Irrigation District and subject to the terms and conditions of this agreement, beginning January 1, 2018, Florence would agree to sell, transfer and assign to CAWCD all long-term storage credits created from the storage of Florence’s CAP Water.

The initial term of this agreement shall extend from the effective date to December 31, 2022. This agreement will automatically renew for three additional five-year terms, unless either party notifies the other in writing at least 120 days before the expiration of the initial term, or the renewal term as applicable, that it does not wish to renew this agreement.

FINANCIAL IMPACT:

Last year’s agreement with PCWAA resulted in a projected \$210,000 negative cash flow. Utilizing the formula provided in the “draft” contract with CAWCD the proposed agreement would reverse the negative trend, as shown below:

AP = [(CAP Long Term M&I Subcontract Capital Charge + CAP Fixed OM&R Charge* + CAP Pumping Energy Rate Charge* + CAP Underground Water Storage O&M Charge for the Phoenix AMA*)/.94] x Annual Long-Term Storage Credit Volume for the applicable year

where,

AP = the Annual Purchase Price for Long-Term Storage Credits transferred in the applicable year

****As published in CAP's Annual Rate Schedule for the year in which the credits are transferred.***

Staff projects that for the 2017 CAP allotment of 2,048 acre feet, we can expect to profit by approximately \$188,000 and the Town anticipates that revenues will increase annually over the term of the agreement.

STAFF RECOMMENDATION:

Staff recommends entering into a purchase and sale agreement for long term storage credits with the Central Arizona Water Conservation District (CAWCD). The Town Attorney has reviewed and approved the Agreement as to form.

ATTACHMENTS:

Purchase and Sale Agreement for long-term storage credits with the Central Arizona Water Conservation District.

**PURCHASE AND SALE
AGREEMENT FOR
LONG TERM STORAGE CREDITS**

This Purchase and Sale Agreement is made this ____ day of _____, 2016, (the "Effective Date"), between and among the Central Arizona Water Conservation District ("CAWCD"), a multi-county water conservation district organized and existing under the laws of the State of Arizona, and the Town of Florence, a municipal corporation of the State of Arizona ("Florence").

RECITALS

A. CAWCD operates the Central Arizona Project ("CAP"). CAWCD also provides replenishment services to member lands and member service areas under authorities provided in Title 48, Chapter 22, Article 4 of the Arizona Revised Statutes. These replenishment authorities are commonly referred to as the Central Arizona Groundwater Replenishment District or CAGRD. CAGRD is not a separate legal entity, but functions within and is operated by CAWCD.

B. CAWCD desires to purchase Long-Term Storage Credits developed by Florence pursuant to Arizona Revised Statutes Title 45, Chapter 3.1, for the benefit of CAGRD member lands and member service areas.

C. Florence is willing to sell and transfer certain Long-Term Storage Credits to CAWCD under the price, terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, and intending to be legally bound, the parties hereby agree as follows:

**ARTICLE 1
DEFINITIONS**

As used in this Agreement, the following terms, when capitalized, shall mean:

- 1.1 "ADWR" means the Arizona Department of Water Resources.
- 1.2 "Agreement" means this Purchase and Sale Agreement for Long-Term Storage Credits.
- 1.3 "Annual Notice" means the notice submitted by Florence to CAWCD pursuant to Article 3.1 of this Agreement.
- 1.4 "Annual Purchase Price" means the annual purchase price for Long-Term Storage Credits to be transferred pursuant to the terms of this Agreement as calculated pursuant to Article 2.2 of this Agreement.

1.5 "CAGR" means the Central Arizona Groundwater Replenishment District, the replenishment authority operated by CAWCD.

1.6 "CAGR's Account(s)" means (i) the long-term storage account established pursuant to Arizona Revised Statutes § 45-859.01 for the Phoenix Active Management Area, account No. 70- 441120.0001; (ii) the conservation district account established pursuant Arizona Revised Statutes § 45-859.01 for the Phoenix Active Management Area, Account No. 75-441120.0000 and/or the (iii) the conservation district replenishment reserve subaccount for the Phoenix Active Management Area, account No 70-441120.0002.

1.7 "CAWCD" means the Central Arizona Water Conservation District.

1.8 "CAP" means the Central Arizona Project.

1.9 "Estimated Annual Long-Term Storage Credit Volume" is as defined in Article 3.1 of this Agreement.

1.10 "Final Annual Long-Term Storage Credit Volume" is as defined in Article 4.1 of this Agreement.

1.11 "Florence" means the Town of Florence.

1.12 "Florence's CAP Water" means the 2,048 acre-feet per year of CAP M&I priority water available to Florence under the Subcontract among the United States, the Central Arizona Water Conservation District, and the Town of Florence, Providing for Water Service, Subcontract No. 07-XX-30-W0481.

1.13 "Florence's Long-Term Storage Account" means the account established pursuant to Arizona Revised Statutes § 45-852.01 in Florence's name to hold the Long-Term Storage Credits accrued by Florence through the storage of Florence's CAP Water in the Phoenix Active Management Area.

1.14 "Florence's Water Storage Permit" means the water storage permit obtained by Florence pursuant to Arizona Revised Statutes § 45-831.01 and Article 2.5.1 of this Agreement authorizing Florence to store Florence's CAP Water at the TID Groundwater Savings Facility.

1.15 "Initial Term" is as defined in Article 6.1 of this Agreement.

1.16 "Long-Term Storage Credit" is as defined in Arizona Revised Statutes § 45-802.01(11).

1.17 "Long-Term Storage Credit Transfer Form" is a form, approved by ADWR, to effectuate the assignment of Long-Term Storage Credits, as defined in Arizona Revised Statutes § 45- 854.01(B), and more specifically described in Article 3.2 of this Agreement.

1.18 "Renewal Term(s)" is as defined in Article 6.1 of this Agreement.

1.19 "TID Groundwater Savings Facility" means the Tonopah Irrigation District

Groundwater Savings Facility, ADWR Facility permit number 72-534439.0004. CAWCD and Florence acknowledge that the ADWR Facility permit number for the TID Groundwater Savings Facility may be modified by ADWR upon renewal or modification of the facility's permit.

**ARTICLE 2
PURCHASE OF LONG-TERM STORAGE CREDITS**

2.1 Sale and Purchase. Subject to the terms and conditions of this Agreement, beginning January 1, 2018, each year during the term of this Agreement, Florence agrees to sell, transfer and assign to CAWCD all Long-Term Storage Credits created from the storage of Florence's CAP Water minus losses as determined by ADWR pursuant to A.R.S. § 45-852.01(C). CAWCD agrees to purchase, accept and pay for such Long-Term Storage Credits. Provided, however, Florence shall not be obligated to sell, transfer and assign Long-Term Storage Credits to CAWCD pursuant to this Agreement, for any year in which Florence is unable, for reasons beyond its control, to store CAP water and/or accrue CAP water Long-Term Storage Credits at the TID Groundwater Savings Facility or at another underground storage facility or groundwater savings facility agreed to by CAWCD pursuant to Article 2.6 of this Agreement.

2.2 Annual Purchase Price Calculation. The Annual Purchase Price for the Long-Term Storage Credits to be transferred pursuant to this Agreement will vary from year to year and shall be based on components of the CAP published rate schedule. The Annual Purchase Price for the Long-Term Storage Credits to be transferred each year pursuant to this Agreement shall be calculated as follows:

$$AP = [(CAP \text{ Long Term M\&I Subcontract Capital Charge} + CAP \text{ Fixed OM\&R Charge}^* + CAP \text{ Pumping Energy Rate Charge}^* + CAP \text{ Underground Water Storage O\&M Charge for the Phoenix AMA}^*)/.94] \times \text{Final Annual Long-Term Storage Credit Volume for the applicable year}$$

where

AP = the Annual Purchase Price for Long-Term Storage Credits transferred in the applicable year

*As published in CAP's Annual Rate Schedule for the year in which the credits are transferred.

[The following is an example calculation of the Annual Purchase Price using the applicable CAP charges for 2017 and a Final Annual Long-Term Storage Credit Volume of 2,000 acre-feet of Long-Term Storage Credits:

$$AP = [(\$31 \text{ (CAP Long Term M\&I Subcontract Capital Charge)} + \$87 \text{ (CAP Fixed OM\&R Charge}^*) + \$77 \text{ (CAP Pumping Energy Rate Charge}^*) + \$12 \text{ (CAP Underground Water Storage O\&M Charge for the Phoenix AMA}^*)]/.94 = \$220.21/\text{Long-Term Storage Credit}] \times 2,000 \text{ acre-feet of Long-Term Storage Credits (example Final Annual Long-Term Storage Credit}$$

Volume)
= \$440,420]

2.3 Type of Water. It is the intent of the parties that all Long-Term Storage Credits purchased and sold under this Agreement shall retain the identity of the source of water used to generate such Long-Term Storage Credits.

2.4 Long-Term Storage Credits.

2.4.1 The Long-Term Storage Credits to be sold by Florence are from Florence's Long-Term Storage Account and shall be transferred to CAGR's Account(s) subject to the terms and conditions of this Agreement.

2.4.2 Except as otherwise agreed to by CAWCD pursuant to Article 2.6 of this Agreement, the Long-Term Storage Credits to be sold by Florence to CAWCD under this Agreement will be stored at the TID Groundwater Savings Facility.

2.5 Water Storage Permit; Obligation to Store Water.

2.5.1 Florence shall apply for and obtain a water storage permit from ADWR pursuant to Arizona Revised Statutes § 45-831.01 authorizing Florence to store Florence CAP Water at the TID Groundwater Savings Facility. Florence shall provide CAWCD with a copy of the permit within ten (10) days of ADWR's issuance of Florence's Water Storage Permit.

2.5.2 Florence shall provide CAWCD with a copy of any agreement between Florence and the Tonopah Irrigation District authorizing Florence to store Florence's CAP Water in the TID Groundwater Savings Facility and any amendments to such agreement.

2.5.3 Except as otherwise agreed to by CAWCD pursuant to Article 2.6 of this Agreement, commencing January 1, 2017, and continuing each year during the term of this Agreement, Florence shall store the entire annual volume of Florence's CAP Water at the TID Groundwater Savings Facility for the purpose of creating Long-Term Storage Credits to sell to CAWCD under this Agreement. Provided, however, Florence shall not be obligated to store the entire annual volume of Florence's CAP Water in any year in which Florence is unable to do so for reasons beyond its control.

2.6 Storage of Water at Alternate Facilities. With the prior written consent of CAWCD, Florence may obtain a water storage permit from ADWR pursuant to Arizona Revised Statutes § 45-831.01 authorizing Florence to store Florence CAP Water at underground storage facilities or groundwater savings facilities in the Phoenix Active Management area other than the TID Groundwater Savings Facility, and may store Florence's CAP Water at such alternate facilities, for the purpose of accruing Long-Term Storage Credits to sell to CAWCD. CAWCD shall not unreasonably withhold written consent authorizing Florence to store Florence CAP Water at facilities other than the TID Groundwater Savings Facility. Unless otherwise agreed to in writing by CAWCD, any Long-Term Storage Credits accrued by Florence through the storage of Florence's CAP Water at such alternate facilities shall be sold to CAWCD under the same terms and conditions of this Agreement applicable to Long-Term Storage Credits accrued by Florence through the storage of Florence's CAP Water at the TID Groundwater Savings Facility. Prior to

commencing storage of Florence's CAP Water in any alternate facility, Florence shall provide CAWCD with a copy of Florence's water storage permit for that facility and any agreement entered into with the operator of such facility.

**ARTICLE 3
TIME AND MANNER OF TRANSFER**

3.1 Annual Notice. On or before February 15, 2018 and on or before February 15 of each year thereafter during the term of this Agreement, Florence shall notify CAWCD of the volume of Long-Term Storage Credits to be sold to CAWCD during such year (the "Estimated Annual Long-Term Storage Credit Volume").

3.2 Long-Term Storage Credit Transfer Form. On or before March 15, 2018, and on or before March 15 of each year thereafter during the term of this Agreement, Florence and CAWCD shall complete, sign and deliver to ADWR the Long-Term Storage Credit Transfer Form to evidence the transfer of the Estimated Annual Long-Term Storage Credit Volume for that year. A copy of the Long-Term Storage Credit Transfer Form is attached as Exhibit A to this Agreement. If ADWR adopts a different Long-Term Storage Credit Transfer form, then the Parties shall utilize that form instead. On or before March 15, 2018, and on or before March 15 of each year thereafter during the term of this Agreement, CAWCD shall submit a fully executed Long-Term Storage Credit Transfer Form to ADWR.

3.3 Additional Actions and Documentation. CAWCD shall pay any administrative fees established by ADWR to effectuate the transfer of Long-Term Storage Credits into CAGR's Account(s). The parties shall cooperate to take such further actions and execute such further documents as may be determined by either party to be necessary or advisable in order to complete the transfer of the Long-Term Storage Credits contemplated by this Agreement.

**ARTICLE 4
COMPLETION OF DELIVERY AND PAYMENT**

4.1 Completion of Delivery. Delivery of the Long-Term Storage Credits to be transferred to CAWCD in any particular year under this Agreement shall be deemed complete when ADWR notifies CAWCD in writing that ADWR has received and accepted the Long-Term Storage Credit Transfer Form for such year and intends to transfer Long-Term Storage Credits from Florence's Long-Term Storage Account to CAGR's Account(s) ("ADWR Acceptance"). The volume of Long-Term Storage Credits that the ADWR Acceptance provides will be transferred from Florence's Long-Term Storage Account to CAGR's Account(s) in any particular year will be the "Final Annual Long-Term Storage Credit Volume" for that year and will be used to calculate the Annual Purchase Price for that year.

4.2 Payment. Each year during the term of this Agreement, within thirty (30) days after CAWCD's receipt of the ADWR Acceptance, CAWCD shall pay Florence the Annual Purchase Price as calculated pursuant to Article 2.2 of this Agreement.

**ARTICLE 5
REJECTION OR INVALIDATION OF TRANSFER**

5.1 Rejection or Invalidation of Transfer. If ADWR , pursuant to Arizona Revised Statutes § 45-854.01 (C), rejects or invalidates any transfer or assignment of Long-Term Storage Credits made hereunder before CAWCD has paid for such Long-Term Storage Credits, CAWCD shall not be obligated to pay for the number of Long-Term Storage Credits affected by such rejection or invalidation. If such rejection or invalidation occurs after payment has been made by CAWCD, Florence shall refund an amount equal to the number of Long-Term Storage Credits affected by such rejection or invalidation times the price per acre-foot paid by CAWCD for the affected Long-Term Storage Credits, as such price is established in Article 2.2 of this Agreement. Florence shall refund such amount within forty-five (45) calendar days after either CAWCD or Florence receives any notice of rejection or invalidation from ADWR. CAWCD shall transfer and assign back to Florence the number of credits affected by any such rejection or invalidation. Florence's obligation to refund any payments under this Article 5 shall expire thirty (30) days after ADWR has issued a non-appealable final agency decision approving the transfer and assignment of the Long-Term Storage Credits into CAGR's Account(s). The Parties' rights and obligations under this Article 5 shall remain in full force and effect, and shall survive termination of this Agreement for purposes of addressing a circumstance where ADWR rejects or invalidates any transfer of Long-Term Storage Credits made hereunder.

ARTICLE 6 EFFECTIVE DATE AND TERM

6.1 Term. This Agreement shall be effective as of the date set forth in the introductory paragraph of this Agreement (the "Effective Date"). The initial term of this Agreement shall extend from the Effective Date to December 31, 2022 (the "Initial Term"). This Agreement will automatically renew for three (3) additional five (5)-year terms (the "Renewal Term(s)"), unless either Party notifies the other in writing at least one-hundred twenty (120) days before the expiration of the Initial Term, or the Renewal Term as applicable, that it does not wish to renew this Agreement. (The Parties intend that Florence will sell and CAWCD will purchase Long-term Storage Credits for five (5) years under the Initial Term of this Agreement, and up to twenty (20) years, if this Agreement is automatically renewed pursuant to the provisions of this Article.)

6.2 Termination. Notwithstanding Section 6.1 of this Agreement, CAWCD may terminate this Agreement if Florence has not commenced storing Florence's CAP Water at the TID Groundwater Savings Facility by October 1, 2017. If CAWCD desires to terminate this Agreement pursuant to this Article 6.2, it shall provide written notice of termination to Florence no later than December 31, 2017.

ARTICLE 7 DEFAULT AND REMEDIES

7.1 Default. The occurrence of any of the following events constitutes an event of default by a party to this Agreement:

7.1.1 The failure of either party to perform any term, covenant, or condition of this Agreement, if that failure continues for sixty (60) days following the receipt of written notice from the other party. The parties shall have an opportunity to cure a potential failure to perform or other breach of this Agreement during the sixty (60) days following receipt of written notice. Both parties shall cooperate with each other to remedy any default.

7.1.2 (i) The filing by or against either party of a petition to have the party adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against a party, the same is dismissed within sixty (60) days); (ii) the making by a party of any general assignment for the benefit of creditors; (iii) the appointment of a trustee or receiver to take possession of substantially all of the party's assets, when possession is not restored to the party within sixty (60) days; or (iv) the attachment, execution, or other judicial seizure of substantially all of a party's assets, where such seizure is not discharged within sixty (60) days.

7.2 Remedies. If an event of default occurs, the non-defaulting party may immediately terminate this Agreement by written notice to the defaulting party and/or may pursue any other rights available to it in law or equity. The obligation of the defaulting party to pay any amounts due but unpaid as of the date of termination under this provision shall survive such termination.

ARTICLE 8 MISCELLANEOUS PROVISIONS

8.1 Interpretation. This Agreement is governed by and must be construed and interpreted in accordance with and in reference to the laws of the State of Arizona, without regard to its' conflicts of laws provisions. Any action to resolve any dispute regarding this Agreement shall be taken in a state court of competent jurisdiction located in Maricopa County, Arizona.

8.2 Florence's Warranty of Title. Florence warrants that to the best of its actual knowledge it has good and marketable title to the Long-Term Storage Credits that are the subject of this Agreement and agrees to convey marketable title to such Long-Term Storage Credits free and clear of all liens and encumbrances. Florence shall warrant and defend title against all persons claiming by or through Florence and no other.

8.3 Amendments. This Agreement may be modified, amended or revoked only by the express written agreement of the parties hereto.

8.4 Entire Agreement. This Agreement constitutes the entire agreement between the parties and no understandings or obligations not expressly set forth in this Agreement are binding upon the parties.

8.5 Waiver. No delay in exercising any right or remedy shall constitute a waiver unless such right or remedy is waived in writing signed by the waiving party. A waiver by any party of any right or remedy hereunder shall not be construed as a waiver of any other right or remedy, whether pursuant to the same or a different term, condition or covenant.

8.6 Captions. All captions, titles, or headings in this Agreement are used for the purpose of reference and convenience only and do not limit, modify, or otherwise affect any of the provisions of this Agreement.

8.7 Rules, Regulations and Amendment or Successor Statutes. All references in this Agreement to the Arizona Revised Statutes include all rules and regulations promulgated by ADWR under such statutes and all amendment statutes and successor statutes, rules, and regulations to such statutes, rules, and regulations.

8.8 Conflict of Interest. This parties to this Agreement are hereby notified of A.R.S. § 38-511.

8.9 Notices. Except as otherwise required by law, any notice given in connection with this Agreement must be in writing and must be given by personal delivery, overnight delivery, or United States certified or registered mail. Any such notice must be addressed to the appropriate party at the following address (or at any other address as a party may hereafter designate by written notice given as required by this paragraph):

CAWCD:

For delivery use: c/o General Manager
23636 N. 7th Street
Phoenix, AZ 85024

For U.S. Mail use: c/o General Manager
P.O Box 43020
Phoenix, AZ 85080-3020

TOWN OF FLORENCE:

For delivery use: c/o Town Manager
775 N. Main Street
Florence, AZ 85132

For U.S. Mail use: c/o Town Manager
P.O. Box 2670
Florence, AZ 85132

Notice is deemed to have been given on the date on which notice is personally delivered, delivered to an overnight delivery service or mailed. Notice is deemed to have been received on the date on which the notice is actually received or delivery is refused.

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement as of the date first set forth above.

CAWCD: **CENTRAL ARIZONA WATER CONSERVATION DISTRICT**

By: _____

Its: President

ATTEST: _____

Secretary

FLORENCE: **TOWN OF FLORENCE**

By: _____

Its: Chair

ATTEST: _____

Town Council Clerk

EXHIBIT A

LONG-TERM STORAGE CREDIT TRANSFER FORM

ARIZONA DEPARTMENT OF WATER RESOURCES
Water Planning & Permitting Division
1110 West Washington St., Suite 310
Phoenix, Arizona 85007
Telephone (602) 771-8599
Fax (602) 771-8689

LONG-TERM STORAGE CREDIT TRANSFER FORM
A.R.S. § 45-854.01

For Official Use Only

DATE RECEIVED: _____

The fee for a Long-Term Storage Credit Transfer is \$250.00 per water storage transfer. Only one transaction may be requested per form. Payment may be made by cash, check, or credit card. Checks should be made payable to the Arizona Department of Water Resources. Failure to enclose the fee will cause the form to be returned. Fees for a Long-Term Credit Transfer are authorized by A.A.C. R12-15-104.

[FOR SELLER]

Name of Seller

Long-Term Storage Account No.

Contact Person/Telephone Number

Facility Permit Number (where source water was stored)

Mailing Address

Water Storage Permit Number (authority to store source water)

City/State/Zip

Email

Number of long-term storage credits (in acre-feet) transferred by type(s) of water and year credits were earned.

Type: _____ acre-feet _____ year earned _____

Type: _____ acre-feet _____ year earned _____

[FOR BUYER]

Name of Buyer

If the transfer includes long-term storage credits earned from the storage of Central Arizona Project (CAP) water in an Active Management Area (AMA), please state:

1. The date of Buyer's formation (if Buyer is a legal entity): _____

Contact Person/Telephone Number

2. The amount of groundwater withdrawn by Buyer in the AMA during the calendar year that the credits were earned:

Mailing Address

City/State/Zip

Email

a. The groundwater right number(s) the Buyer withdrew the groundwater pursuant to:

Long -Term Storage Account No. (if any)

Required Signature Block is on Page 2

Pursuant to A.R.S. § 45-854.01(C), the director of the Arizona Department of Water Resources may reject and invalidate any assignment of long-term storage credits in which the stored water would not have met the requirements for long-term storage credits as prescribed by A.R.S. § 45-852.01 if the assignee had stored the water.

The undersigned hereby certify, under penalty of perjury, that the information contained in this report is, to the best of their knowledge and belief, correct and complete and that they are authorized to sign on behalf of the party for whom their signature appears.

Authorized Signature for Seller DATE

Title

Authorized Signature for Buyer DATE

Title

NOTICE

A.R.S. § 41-1030(B), (D), (E) and (F) provide as follows:

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.



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 8b.

MEETING DATE: November 21, 2016

DEPARTMENT: Public Works Department

STAFF PRESENTER: Christopher Salas, P.E., Town
Engineer and Public Works Director

SUBJECT: Purchase of a Skid Mounted 1.5 M Belt Filter
Press and associated equipment for the South Wastewater
Treatment Plant.

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

RECOMMENDED MOTION/ACTION:

Motion to approve the purchase of a Skid Mounted 1.5 M Belt Filter Press and associated equipment for the South Wastewater Treatment Plant (SWWTP) from Sebright Products, Inc., in the amount of \$309,985.00, plus a 10% Owner's Contingency of \$30,998.50, for a total not to exceed amount of \$340,983.50.

BACKGROUND/DISCUSSION:

The purchase of a Skid Mounted 1.5 M Belt Filter Press and associated equipment will be used to process aerobically digested sludge produced at the SWWTP. Due to the inefficiencies and equipment age, it has been recommended to replace current dewatering devise (Belt Filter Press). This will give us the ability to handle increased flows and produce a dryer solid to send to the landfill; therefore, directly effecting landfill disposal costs and chemical usage. In addition to increased efficiency, we will now have updated equipment that will allow for reliable automatic and manual operation needed for increased monitoring for possible land application/sludge management program in the near future. Purchase of the new equipment will cut reactive and preventative maintenance time in half, minimalizing the amount of time spent keeping equipment running properly.

In addition, the purchase of this Skid Mounted Belt Filter Press for the SWWTP will allow Public Works to relocate the current Belt Filter Press from the SWWTP to the North Wastewater Treatment Plant (NWWTP). Currently, the Town pays for sludge hauling from the NWWTP to the SWWTP for sludge dewatering at an average of \$23,000.00 per year (based on the previous three years expenditures).

The purchase of a Skid Mounted 1.5 M Belt Filter Press and associated equipment was advertised and bids were opened on November 3, 2016.

The three bids received were:

1. Sebright Products, Inc. \$309,985.00
2. IES Southwest \$364,725.00

3. Sean Fields

\$412,637.59

Based upon these bids, Sebright Products, Inc., with a bid of \$309,985.00, is the lowest responsive responsible bidder.

FINANCIAL IMPACT:

There is \$206,695.79 remaining in the Water Infrastructure Finance Authority (WIFA) Loan that will be applied to this purchase. The remaining amount is in the current Sewer budget to fund the purchase of this equipment.

STAFF RECOMMENDATION:

Staff recommends that Town Council authorize the purchase of a Skid Mounted 1.5 M Belt Filter Press and associated equipment from Sebright Products, Inc., in an amount of \$309,985.00, plus a 10% Owner's Contingency of \$30,998.50 for a total not to exceed amount of \$340,983.50.

ATTACHMENTS:

- Bid tabulation sheet

Please note that these are the preliminary bid results as they were read on 11/3/16. The Town will be reviewing the bids to determine if they are in conformance with the bidding requirements. We will be moving forward with a recommendation to the Town Manager for the Lowest Responsible and Responsive bidder.

**Town of Florence
Bid Tabulation Sheet**

Maria Hernandez

Verbal (only allowed when \$5,000 or less) Date Prepared: _____
 Written/Fax (mandatory when over \$5,000; attach bids) Prepared By: Maria Hernandez, Deputy Town Clerk
 Formal Sealed Bid: # N/A **SKID MOUNTED 1.5 M BELT FILTER PRESS AND ASSOCIATED EQUIPMENT** Bid Due Date: 11-3-16 Bid Due Time: 2:00 pm

Item (include quality, brand, model, color)

Vendor name Contact Person Address Phone/Fax	2 Copies	Bid Schedule	DBE Subcontractor Performance Form	DBE Subcontractor Utilization Form	DBE Subcontractor Participation Form	Bid Bond / Cashier Check Received	TOTAL	COMMENTS
1 Catheine Moyer, Sebright Products, Inc. 127 N. Water Street Hopkins MI 49328 PH #	No	Yes	No	No	No	Yes Ck # 216610059 \$31,000	\$288,855.00 Add on: \$16,380.00 Bond: \$4,750.00 Total: \$309,985.00	Submitted Cashier Check # 216610059 for \$31,000.00
2 IES Southwest, Inc. P O Box 4156 Cave Creek AZ 85327 PH # 480-488-3009	No	No	No	No	No	No	\$364,725.00	
3 Sean Fields 1709 W. Baltic Place Englewood CO 80110 PH #	No	No	No	No	No	No	\$412,637.59	

Attach additional page(s), if necessary

Vendor Selected _____ Address _____

Justification (if not lowest price) _____

Department Head Approval _____ Date: _____
 Finance Director Approval _____ Date: _____
 Town Manager Approval _____ Date: _____

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

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8c.
MEETING DATE: November 21, 2016 DEPARTMENT: Public Works Department STAFF PRESENTER: Christopher Salas, P.E., Town Engineer and Public Works Director SUBJECT: Water System Rehabilitation and Protective Coating for Water Storage Tanks 5A and 5B		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <ul style="list-style-type: none"> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Motion to approve and execute the contract with Superior Tank Solutions, Inc., for the Rehabilitation and Protective Coating for Water Storage Tanks 5A and 5B.

BACKGROUND/DISCUSSION:

On April 19, 2016, Superior Tank Solutions, Inc., performed an inspection on Storage Tanks 5A and 5B. The following deficiencies were sited; severe degradation of protective coating on the interior and exterior of tanks and substantial amounts of oil buildup on the tank interior. To maintain successful operation and compliance with ADEQ and ADHS, tank rehabilitation and recoating is necessary.

The project for the Rehabilitation and Protective Coating for Water Storage Tanks 5A and 5B was advertised and bids were opened on November 3, 2016.

Six base bids were received:

- | | |
|---|--------------|
| 1. Revolution Industrial, LLC | \$334,931.00 |
| 2. Superior Tank Solutions, Inc. | \$359,950.00 |
| 3. TMI Coating Painting and Restoration Contractors | \$431,000.00 |
| 4. Riley Industrial Services, Inc. | \$474,070.00 |
| 5. MMI Tank and Industrial Services | \$511,718.00 |
| 6. Utility Services Company, Inc. | \$530,780.00 |

Based upon these bids, Revolution Industrial, LLC, with a “base bid” of 334,931.00 is the lowest responsive responsible bidder; however, they do not meet the minimum requirements. Therefore, the next lowest responsive responsible bidder is Superior Tank Solutions, Inc., with a bid amount of \$359,950.00.

FINANCIAL IMPACT:

The WU 65 CIP budget provides a funding level of \$ 650,000.00 in the Capital Improvement Program for improvements to Site 5 equipment.

STAFF RECOMMENDATION:

Staff recommends the approval of the contract with Superior Tank Solutions, Inc., for the Rehabilitation and Protective Coating for Water Storage Tanks 5A and 5B in an amount of \$359,950.00, plus a 20% Owner's Contingency of \$71,990.00 for a total not to exceed amount of \$431,940.00. Contingency is a normal requirement for this type of project; unforeseen items will reveal themselves during construction.

ATTACHMENTS:

Bid tabulation sheet
Contract Documents

**Town of Florence
Bid Tabulation Sheet**

Maria Hernandez

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

Date Prepared:

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

Prepared By: Maria Hernandez, Deputy Town Clerk

Formal Sealed Bid: # N/A **WATER SYSTEM REHABILITATION & PROTECTIVE COATING FOR WATER STORAGE TANKS** Bid Due Date: 11-3-16 Bid Due Time: 2:00 pm

Item (include quality, brand, model, color)

Vendor name Contact Person Phone/Fax	1 original 4 copies	Bid Form	Bid Schedule	Acknowledgement of Addenda	List of Subcontractors	Statutory Bid Bond	Resolution of Board of Directors	Non-Collusive Bidding Certification	W-9 Form	TOTAL *Alternates not included in base bids	COMMENTS
1 TMI Coating, Painting & Restoration Contractors 3291 Terminal Drive St. Paul MN 55121 PH #	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	\$431,000.00	
2 Riley Industrial Services, inc. P O Box 2014/2615 San Juan Blvd. Farmington NM 87499-2014 PH # 505-327-4947	Yes, 1 extra copy	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	\$474,070.00	
3 Utility Service Co, Inc. 535 Courtney Hodges Blvd. Perry GA 31069 PH #	1 complete packet; 5 partial packets	Yes	Yes	Yes	Yes	Yes	Yes	No	No	\$530,780.00	
4 Superior Tank Solutions 8560 Lucas Ranch Road Rancho Cucamonga CA 91730 PH #	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	\$359,950.00	
5 Revolution Industrial 6793 W. Willis Road Chandler AZ 85226 PH #	1 complete packet; 5 partial packets	Yes	Yes	Yes	Yes	Yes	Remitted, but not completed	Yes	Yes	\$334,931.00	
6 MMI Tank and Industrial Services 3240 S. 37th Avenue Phoenix AZ 85009 PH #	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Not completed	Yes	\$511,718.00	

Attach additional page(s), if necessary

Vendor Selected _____ Address _____
Justification (if not lowest price) _____

Department Head Approval _____ Date: _____
Finance Director Approval _____ Date: _____
Town Manager Approval _____ Date: _____

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

CONTRACT

TOWN OF FLORENCE

CONTRACT FOR

**REHABILITATION AND PROTECTIVE COATING
WATER STORAGE TANKS**

THIS CONTRACT is made and entered into on the __21st__ day of __November__, 2016, by and between Town of Florence, an Arizona municipal corporation, hereinafter called "**Town**" and the "**Contractor**" designated below:

Town and Contractor agree as follows:

ARTICLE 1 – PARTICIPANTS AND PROJECT

TOWN: Town of Florence, Arizona
Project Manager: Paul Hendricks, EUSI
Telephone: (623) 204-4901
E-mail: phendricks@cox.net

CONTRACTOR: {Name} Superior Tank Solutions
{Address} 9500 Lucas Ranch Road,
Rancho Cucamonga, CA 91730

Arizona ROC No.: 269751
Federal Tax ID No: 27-0750251
Representative: Matt Tasch
Telephone: 858-242-0204 / 480-390-0487
E-mail: mtasch@superiortanksolutions.com

ENGINEER: Christopher Salas, P.E. Town Engineer

PROJECT DESCRIPTION: The project consists of the rehabilitation and protective coating for two (2) water storage tanks for the Town of Florence water system.

PROJECT LOCATION: Town of Florence

ARTICLE 2 – CONTRACT DOCUMENTS

2.1 Contract. The Contract between Town and Contractor shall consist of the following items:

- Project Specifications and Contract Documents
- MAG Uniform Standard Specifications & Details for Public Works Construction
- Change Orders
- Addenda
- Special Provisions

In the event of a conflict of language between the items, the documents shall govern in the order listed above. In the event of a conflict of language regarding those documents included within the definition of "Contract Documents" as set forth in the General Conditions attached hereto, the priority for interpreting the Contract Documents shall be as set forth in the General Conditions, but in all cases, in the event of such conflict, the documents included in the definition of Contract Documents prevail over the documents listed above in this Section 2.1. The Contract Documents shall govern in all other matters not otherwise specified by the Contract between the parties. All previous contracts between the Town and Bidder are not applicable to this Contract or other resultant contracts.

ARTICLE 3 – DESIGN PHASE SERVICES

Contractor may be required to provide Design Phase Services to the Town in relation to this Project.

ARTICLE 4 – CONSTRUCTION SERVICES

4.1 General.

- 4.1.1 Contractor agrees at its own cost and expense, to do all work necessary and required to fully, timely and properly complete the construction of the Project in strict accordance with the Contract Documents in a good and workmanlike manner, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified, within the Project Schedule.
- 4.1.2 Contractor shall provide all of the labor and materials, and perform the Work in accordance with Section 4 of the General Conditions. Some but not all of the major components of the Construction Services and the corresponding subsections of Section 4 of the General Conditions are set forth below.
- 4.1.3 At all times relevant to this Contract and performance of the Work, the Contractor shall fully comply with all laws, Regulations, or Legal Requirements applicable to Town, the Project and the Contract, including, without limitation, those set forth in the General Conditions.

- 4.1.4 Contractor shall perform the Work under this Contract using only those firms, team members and individuals designated by Contractor consistent with Contractor's accepted Bid, or otherwise, approved by Town pursuant to the General Conditions. No other entities or individuals may be used without the prior written approval of the Project Manager.
- 4.1.5 Contractor will comply with all terms and conditions of the General Conditions.
- 4.1.6 In the event of a conflict between this Contract and the General Conditions or any exhibit hereto or appendix thereto, the terms of this Contract shall control.
- 4.1.7 Ownership of Work Product. Notwithstanding anything to the contrary in this Contract, all Work Product prepared or otherwise created in connection with the performance of this Contract, including the Work, are to be and remain the property of Town. For purposes of this provision, "Work Product" shall include all designs, drawings, plans, specifications, ideas, renderings and other information or matter, in whatever form created (e.g., electronic or printed) and in all media now known or hereinafter created. All Work Product shall be considered Work Made for Hire as defined in the United States Copyright Act 17 U.S.C. § 101 (Copyright Act). If for any reason any such Work is found not to be a work for hire, Contractor hereby transfers and assigns ownership of the copyright in such Work to Town. The rights in this Section are exclusive to Town in perpetuity.

4.2 Contractor's Pre-Contract and Pre-Work Deliverables.

- 4.2.1 The Contractor will provide the Deliverables in accordance with Section 4.2 of the General Conditions.

4.3 Pre-Construction Conference. Contractor shall attend the Pre-Construction Conference in accordance with Section 4.3 of the General Conditions.

4.4 Performance of the Work (Including Field Measurements, Subcontractors, and Suppliers). Contractor shall perform the Work in accordance with Section 4.4 of the General Conditions.

4.5 Control Of The Project Site. Contractor shall control and maintain the Project Site in accordance with Section 4.5 of the General Conditions.

4.6 Project Safety. Contractor shall implement and enforce Project safety in accordance with Section 4.6 of the General Conditions.

4.7 Materials Quality, Substitutions and Shop Drawings. Contractor shall provide materials testing and submit substitute materials and shop drawings in accordance with Section 4.7 of the General Conditions.

- 4.8 Project Record Documents. Contractor shall maintain and make available the Project Record Documents in accordance with Section 4.8 of the General Conditions.
- 4.9 Warranty and Correction of Defective Work. Contractor shall provide warranties and correct defective Work in accordance with Section 4.9 of the General Conditions.

ARTICLE 5 – TOWN RESPONSIBILITIES

- 5.1 Town shall have the responsibilities, and provide the information specified in, and subject to the conditions set forth in, Section 5 of the General Conditions.

ARTICLE 6 - CONTRACT TIME

6.1 Contract Time.

6.1.1 The Contract Time shall start with the Notice to Proceed (NTP) and end with Final Acceptance, as set forth Section 6.4 below. The Notice to Proceed cannot be issued until approval of this Contract Town

6.1.2 The Contract Time shall be as set forth in the Project Schedule. Contractor agrees that it will commence performance of the Work and complete the Project within the Contract Time.

6.1.3 Time is of the essence of this Contract, for the Project, and for each phase and/or designated Milestone thereof.

6.1.4 Failure on the part of Contractor to adhere to the approved Project Schedule will be deemed a material breach and sufficient grounds for termination of this Contract by Town.

- 6.2 Project Schedule. The Project Schedule shall be provided with the bid. Schedule as set forth and/or an Exhibit to this Contract shall be updated and maintained throughout Contractor's performance under this Contract in accordance with Section 6.2 of the General Conditions.

6.3 Final Completion and Final Acceptance.

6.3.1 Final Completion will be obtained within the time period set forth in the Project Schedule, which is **fourteen (14) weeks.**

6.3.2 Final Completion will be determined and Final Acceptance will be issued pursuant to Section 6.4 of the General Conditions.

6.4 Liquidated Damages.

6.4.1 Liquidated Damages. Contractor acknowledges and agrees that if Contractor fails to obtain Completion of the Work within the

Contract Time, Town will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, Town and Contractor agree that if Contractor fails to achieve Completion of the Work within the Contract Time, Town shall be entitled to retain or recover from Contractor, as liquidated damages and not as a penalty, the following per diem amounts commencing from the Completion Date required under the Contract until the actual date of the Completion of the work.

- 6.4.2 MAG Liquidated Damages. If no liquidated damages are specified in Sections 6.4.1 above, then the liquidated damages provisions in MAG § 108.9 shall apply.
- 6.4.3 Town may deduct liquidated damages described in this Section 6.4 above from any unpaid amounts then or thereafter due Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due Contractor shall be payable to Town at the demand of Town, together with interest from the date of the demand at the highest lawful rate of interest payable by Contractor.
- 6.4.4 Nothing herein shall be deemed to constitute a waiver of any other remedy available to Town in the event of Contractor's default under this Contract prior to full performance of the Work including, as applicable, specific performance or completion of the Work on behalf of Contractor, the cost and expense of which shall be offset against any monies then or thereafter due to Contractor (if any) and otherwise immediately reimbursed to Town by Contractor.

ARTICLE 7 - CONTRACT PRICE

7.1 Contact Price

- 7.1.1 In exchange for Contractor's full, timely, and acceptable performance and construction of the Work under this Contract, and subject to all of the terms of this Contract, Town will pay Contractor the "Contract Price", which is \$359,950.00, with an owner's contingency of 10% for a total not to exceed the amount of \$395,945.00.
- 7.1.2 The Contract Price is all inclusive and specifically includes all fees, costs, insurance and bond premiums, and taxes of any type necessary to fully, properly and timely perform and construct the Work.

7.2 Costs. For any portion of the Work which, either through this Contract, Change Order or otherwise, is performed and paid for on a cost or time and materials basis which may be reimbursed to Contractor and/or chargeable against the Contract Price.

ARTICLE 8 – PAYMENT

Payments shall be made to Contractor in accordance with Section 8 of the General Conditions.

The Town will retain 10% of the contract cost until the entire project is complete in accordance with the scope of work. Half of the retainage will be paid out upon completion of 50% of the project.

ARTICLE 9 – CHANGES TO THE CONTRACT

Changes to the Contract may be made in strict accordance with Section 9 of the General Conditions.

ARTICLE 10 – SUSPENSION AND TERMINATION

This Contract may be suspended and/or terminated in accordance with Section 10 of the General Conditions.

ARTICLE 11 – INSURANCE AND BONDS

- 11.1 Contractor shall provide Insurance as provided in the Insurance Requirement, and in accordance with Section 11.1 of the General Conditions. Contractor shall provide proof of such insurance and all required endorsements in forms acceptable to Town prior to commencing any Work under this Contract.
- 11.2 Contractor shall provide performance and payment bonds to Town in accordance with Section 11.2 of the General Conditions.
- 11.3 Failure to provide proof of insurance and the required endorsements, or the required bonds, in forms acceptable to Town, will be a material breach and grounds for termination for cause of this Contract.

ARTICLE 12 – INDEMNIFICATION

Contractor shall have and assume the indemnity obligations set forth in Section 12 of the General Conditions.

ARTICLE 13 - DISPUTE RESOLUTION

Any claims or disputes relating to this Contract shall be resolved according to the dispute resolution process set forth in Section 13 of the General Conditions.

ARTICLE 14 – MISCELLANEOUS PROVISIONS

The miscellaneous provisions set forth in Section 14 of the General Conditions shall apply to this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract through their duly authorized representatives and bind their respective entities as of the effective date.

TOWN OF FLORENCE:

By: _____

CONTRACTOR:

By: 
Matthew Tasch
Its: President

ATTEST:

Town Clerk

REVIEWED AS TO FORM:

Town Attorney

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Where Required By Written Contract	Where Required By Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. 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 Section III – 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.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Where Required By Written Contract	Where Required By Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. 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 additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – 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.



Starr Surplus Lines Insurance Company

Chicago, IL 1-646-227-6300

Primary and Non-contributory, Additional Insured and Waiver of Subrogation

Policy Number: 1000066106161

Effective Date: February 1, 2016 at 12:01 A.M.

Named Insured: Superior Tank Solutions, Inc.

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

Commercial General Liability Coverage Form
Owners and Contractors Protective Liability Coverage Form
Products/Completed Operations Liability Coverage Form
Contractors Pollution Liability Coverage Form
Professional Liability Coverage Form
Site Pollution Liability Coverage Form

SCHEDULE

Where Required By Written Contract

- A. **SECTION II - WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the schedule of this endorsement, but only with respect to liability arising out of "your work" for that insured by or for you.
- B. As respects additional insureds as defined above, this insurance also applies to "bodily injury" or "property damage" arising out of your negligence when the following written contract requirements are applicable:
1. Coverage available under this coverage part shall apply as primary insurance. Any other insurance available to these additional insured's shall apply as excess and not contribute as primary to the insurance afforded by this endorsement.
 2. We waive any right of recovery we may have against these additional insured's because of payments we make for injury or damage arising out of "your work" done under a written contract with the additional insured.
 3. The term insured is used separately and not collectively, but the inclusion of more than one insured shall not increase the limits or coverage provided by this insurance.

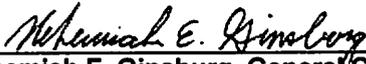
Insureds and Agents are advised that certificates of insurance should be used only to provide evidence of insurance in lieu of an actual copy of the applicable insurance policy. Certificates should not be used to amend, expand or otherwise alter the terms of the actual policy.

All other terms and conditions of this Policy remain unchanged.

Signed for STARR SURPLUS LINES INSURANCE COMPANY



Charles H. Darangelo, President



Nehemiah E. Ginsburg, General Counsel

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART.
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART**

SCHEDULE

Name of Person or Organization: Where Required By Written Contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

We waive any right of recovery we may have against the person or organization shown in the Schedule because of payments we make for injury or damage arising out of "your work" done under a contract with that person or organization. The waiver applies only to the person or organization shown in the Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

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

Primary And Noncontributory Insurance

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

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL PROPERTY |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV – BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

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

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2.0% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

Where required by contract

Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

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

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 02/01/2016

Policy No.: 100 0002002

Endorsement No.: 001

Insured: SUPERIOR TANK COMPANY, INC.

Premium: \$271,824.00

Insurance Company: STARR INDEMNITY & LIABILITY CO

Countersigned by: 



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 8d.

MEETING DATE: November 21, 2016

DEPARTMENT: Administration

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

SUBJECT: Resolution No. 1605-16: 2016 General Election
Results

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

RECOMMENDED MOTION/ACTION:

Motion to adopt Resolution No. 1605-16: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, DECLARING AND ADOPTING THE RESULTS OF THE GENERAL ELECTION HELD ON NOVEMBER 8, 2016.

BACKGROUND/DISCUSSION:

The elections results for the 2016 General Election and votes cast for the candidates for Mayor are as follows:

Name	Total Votes
Tom J. Rankin	1505
<u>Tara Walter</u>	<u>2238</u>
<u>Total</u>	<u>3743</u>

The following candidate received the greatest amount of votes to be elected and is issued a Certificate of Election:

Tara Walter

FINANCIAL IMPACT:

There is no fiscal impact to adopting Resolution No. 1605-16 adopting the results of the 2016 General Election.

STAFF RECOMMENDATION:

Adoption of Resolution No. 1605-16, adopting the 2016 General Election results.

ATTACHMENTS:

Resolution No. 1605-16