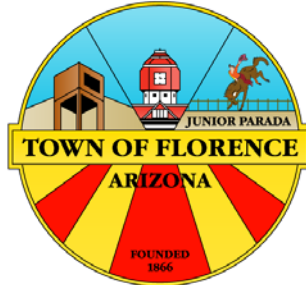


TOWN OF FLORENCE REGULAR MEETING AGENDA

Mayor Tara Walter
Vice-Mayor Vallarie Woolridge
Councilmember Bill Hawkins
Councilmember Becki Guilin
Councilmember John Anderson
Councilmember Karen Wall
Councilmember Kristen Larsen



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

Tuesday, January 17, 2017

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 Tuesday, January 17, 2017, 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: Walter __, Woolridge __, Hawkins __, Guilin __, Anderson __,
Wall __, Larsen __.

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. PRESENTATION

a. **Update from** Mr. Steven Smallidge on the Cuen building.

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. **Acceptance of the** Public Improvements for the Anthem at Merrill Ranch Subdivision Unit 53. (Chris Salas)

b. **Authorization to** enter into a service agreement with Electrical District 2 for electric service to the Hunt Highway and Attaway Road Intersection Traffic Signal. (Chris Salas)

- c. **Authorization to enter** into a Professional Services Agreement with the Greater Florence Chamber of Commerce for Calendar Year 2017 for the amount of \$45,000.00. (Jennifer Evans)
- d. **Approval of a** Groundwater Savings Facility Storage Agreement with the Tonopah Irrigation District. (Brent Billingsley)
- e. **Authorization to enter** into an Intergovernmental Agreement with the Florence Unified School District to facilitate two separate utility easements to be used for Town sponsored water system improvements. (Brent Billingsley)
- f. **Recommendation of** approval to the Arizona Department of Liquor Licenses and Control on the Pinal County Mounted Posse's application for their BBQ event to be held on March 4, 2017, at the Charles Whitlow Memorial Rodeo Arena, 11608 S. Highway 79, Florence, Arizona. (Lisa Garcia)
- g. **Recommendation of** approval to the Arizona Department of Liquor Licenses and Control on the Pinal County Mounted Posse's application for their participation in the Road to Country Thunder event, to be held on April 1, 2017, in downtown Historic Main Street, Florence, Arizona. (Lisa Garcia)
- h. **Adoption of Resolution No.** 1609-17: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING AND AUTHORIZING THE TOWN OF FLORENCE'S COMPLAINT TO THE ARIZONA OMBUDSMAN CITIZENS' AIDE; AUTHORIZING THE TAKING OF ALL ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION AND DECLARING AN EMERGENCY. (Clifford Mattice)
- i. **Adoption of Resolution** No 1610-17: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING AND AUTHORIZING THE TOWN OF FLORENCE'S APPEAL CHALLENGING THE VALIDITY AND ISSUANCE OF THE PINAL COUNTY AIR QUALITY CONTROL DISTRICT'S PERMIT No. B31219.000; AUTHORIZING THE TAKING OF ALL ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION AND DECLARING AN EMERGENCY. (Clifford Mattice)
- j. **Adoption of Resolution** No. 1611-17: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING AND AUTHORIZING THE TOWN OF FLORENCE TO ENTER INTO A SUPPLEMENT TO LIMITED JOINT DEFENSE AND INFORMATION SHARING AGREEMENT; AUTHORIZING THE TAKING OF ALL ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION AND DECLARING AN EMERGENCY. (Clifford Mattice)
- k. **Adoption of Resolution** No. 1612-17: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING AND AUTHORIZING THE TOWN OF FLORENCE'S APPEAL CHALLENGING THE VALIDITY AND ISSUANCE OF THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY'S CLASS III IN-SITU PRODUCTION OF COPPER PERMIT NO. R9UIC-AZ3-FY11-1; AUTHORIZING THE

FULL PROSECUTION/LITIGATION OF THE APPEAL, AND THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION AND DECLARING AN EMERGENCY. (Clifford Mattice)

- l. **Adoption of Resolution** No. 1613-17: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ACCEPTING THE DEDICATION OF RIGHT-OF-WAY FOR A PORTION OF NORTH ATTAWAY ROAD PURSUANT TO THE CONDITIONS CONTAINED IN STATE LAND DEPARTMENT STATE OF ARIZONA RIGHT OF WAY AGREEMENT R/W NO. 16-119162 ("ROW AGREEMENT"), AND AUTHORIZING THE MAYOR TO EXECUTE THE ATTACHED ROW AGREEMENT. (Chris Salas)
- m. Approval of the **December 5,** and **December 19, 2016** Town Council meeting minutes.
- n. Receive and file the following board and commission minutes:
 - i. **September 15** and **October 20, 2016** Planning and Zoning commission minutes.

8. NEW BUSINESS

- a. **Discussion/Approval/Disapproval** of entering into a contract with Regional Pavement Maintenance of Arizona, Inc. for the not-to-exceed amount of \$140,000.00, under the Job Order Contract (JOC) 2014-007 for the City of Buckeye, for Florence Heights Road Improvements. (Chris Salas)
- b. **Discussion/Approval/Disapproval** of appointing two positions to the Parks and Recreation Board with terms to expire December 31, 2019. (Bryan Hughes)
- c. **Discussion/Approval/Disapproval** of Board and Commission appointments to and authorization to continue to accept applications until all seats are filled. (Lisa Garcia)
 - i. Appointment of Doris Hagemann to the Arts and Culture Commission with a term to expire December 31, 2019.
 - ii. Re-appointment of Eugene J. Horan to the Joint Library Advisory Board with a term to expire December 31, 2018.
- d. Discussion/Approval/Disapproval of setting a date for the Florence Town Council's Strategic Planning Retreat.

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 JANUARY 13, 2017 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.



**OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
VIRGINIA ROSS**

DATE/TIME: 05/13/2015 1154
FEE: \$8.50
PAGES: 6
FEE NUMBER: 2015-031032



When recorded mail to:

Florence Town Clerk
Town of Florence
P.O. Box 2670
775 N. Main Street
Florence, Arizona 85132

TOWN OF FLORENCE

Special Warranty Deed with Reverter

The Town of Florence,
an Arizona Municipal Corporation

and

Stephen T. Smallidge

May 11, 2015

Provisions (herein so called), such that the Grantee must complete, utilizing its own funds (including, and without limitation); in a first-class, good and workerlike manner; lien free; and in accordance with all applicable laws, codes and regulations, the following actions within the time periods set forth immediately hereinbelow:

(i) Phase 1: The building currently located on the Real Property (the "Building") must be stabilized to the reasonable satisfaction of Grantor by subsequent inspection within one hundred days after the Effective Date. All plans and permits for the stabilization must be approved by Grantor in its ordinary course. A one-time thirty day extension to complete the stabilization may be granted by Grantor upon showing of good cause by Grantee. Further extensions may be granted upon special circumstances authorized by Grantor in its sole discretion. Stabilization, at a minimum, shall mean that the Building is considered structurally safe and sound though not yet occupiable; the Building is generally weather-proofed; existing pigeon, vermin, insect or other infestation is adequately addressed; windows and doors on the Building are exposed; and exterior walls are repaired, surfaced and painted.

(ii) Phase 2: The complete renovation/rehabilitation of the Building must be completed within two years after the Effective Date. All plans and permits for the renovation/rehabilitation must be approved by Grantor in its ordinary course. A one-time one hundred eighty day extension to complete the renovation/rehabilitation may be granted by Grantor upon showing of good cause by Grantee. Further extensions may be granted upon special circumstances authorized by Grantor in its sole discretion. Renovation/rehabilitation shall mean that the Building is brought to a condition where the Building could be occupied and Grantor has, upon final inspection, issued a Certificate of Occupancy for the Building.

4. The Reversion Trigger.

4.1 In the event all of the Reverter Provisions are not fully and timely performed by Grantee as of the respective dates set forth in Paragraph 3 above, this Deed shall be null and void and fee title to, full ownership of and all rights and benefits to the Real Property shall automatically reinvest in and revert to Grantor or its successors and assigns (the "Reversionary Owner") without further action by the parties. Fee title shall revert to the Reversionary Owner, subject to only those matters that existing of record in the PCR immediately preceding the recording of this Deed, without and free of any liens, deeds of trust, mortgages or other interests of any type, kind or nature affecting or encumbering the Real Property which were made part of record in the PCR after the recording of this Deed. Thereafter, the Reversionary Owner shall have the right of immediate reentry on the Real Property in the event of such an uncured breach. The covenants, conditions and restrictions set forth in Paragraph 3 above shall be covenants running with the land, and the breach of any of them or the continuance of any breach, which breach is not cured as set forth above, may be enjoined or remedied by appropriate proceedings by the Reversionary Owner.

4.2 The foregoing to the contrary notwithstanding, Grantee, by its acceptance of this Deed, agrees to execute and deliver to Grantor, at the time of the Reversion if the same shall come to pass, such documents as shall be deemed necessary by the Reversionary Owner or its then title insurer of the Real Property to evidence the reversioning of fee title to the Reversionary Owner as provided in these Reversion Provisions. However, such obligation of Grantee shall not affect the Reversionary right of Grantor which shall, to the fullest extent permitted by law cause fee title to the Real Property to revert to and reversion in the Reversionary Owner without further action of any party if any of the Reversion Provisions are not timely and fully performed by Grantee.

4.3 If full compliance with the Reversion Provisions does timely occur, Grantor, at the reasonable cost and expense of Grantee, shall execute such other and further documents so as to clear title to the Real Property of the effect of the Reversion and otherwise thereafter construe this Deed as a grant in fee simple.

[SIGNATURES AND ACKNOWLEDGEMENTS APPEAR ON PAGE FOLLOWING]

Dated as of the Effective Date.

GRANTOR:

TOWN OF FLORENCE, an Arizona
municipal corporation

By: Tom J Rankin
Its: Mayor

GRANTEE:

a(n) _____

By: Stephen T. Smallidge
Its: STEPHEN T. SMALLIDGE

STATE OF ARIZONA)
) ss.
County of Pinal)

SUBSCRIBED AND SWORN TO before me this 12th day of May,
2015 by Tom J Rankin, as Mayor of TOWN OF FLORENCE, an
Arizona municipal corporation, on behalf of the corporation.

My Commission Expires:

November 26, 2015

Maria Hernandez
Notary Public

STATE OF ARIZONA)
) ss.
County of Pinal)



SUBSCRIBED AND SWORN TO before me this 11 day of May,
2015 by STEPHEN T. SMALLIDGE as Grantee of
_____, a(n) _____, on behalf of the _____

My Commission Expires:

11-23-15

Adela Valenzuela
Notary Public

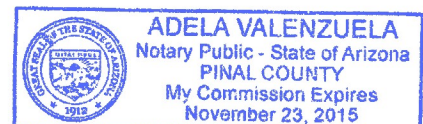



EXHIBIT A

TO SPECIAL WARRANTY DEED WITH REVERTER

Pinal County Assessor Parcel No. 200-49-0730, further described as:

The North 31', excluding the East 88.5' thereof, of Block 181 of Florence Townsite, as recorded in Book 1 and Page 1 of Pinal County Records and situated within the Southwest Quarter of the Southwest Quarter of Section 36, Township 4S, Range 9E of the Gila and Salt River Meridian, Town of Florence, Pinal County, AZ.

PHOENIX 55462-6 210646v1

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7a.
MEETING DATE: January 17, 2017 DEPARTMENT: Public Works STAFF PRESENTER: Christopher A. Salas Public Works Director/Town Engineer SUBJECT: Acceptance of the Public Improvements for the Anthem at 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 Anthem at Merrill Ranch Subdivision Unit 53 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 Plan 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:

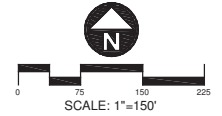
Map of Unit 53

path:R:\742-AMR\UNITS\UNIT-53-AMR\09-EXHIBITS\10816 Road Turn over Exhibit-110816.dwg | file name: 742-U53-Road Turn over Exhibit-110816.dwg | plot date: November 08, 2016 | plotted by: Rogers

Anthem at
Merrill Ranch
Unit 23

AMERICAN WAY

Anthem at Merrill Ranch Unit 17

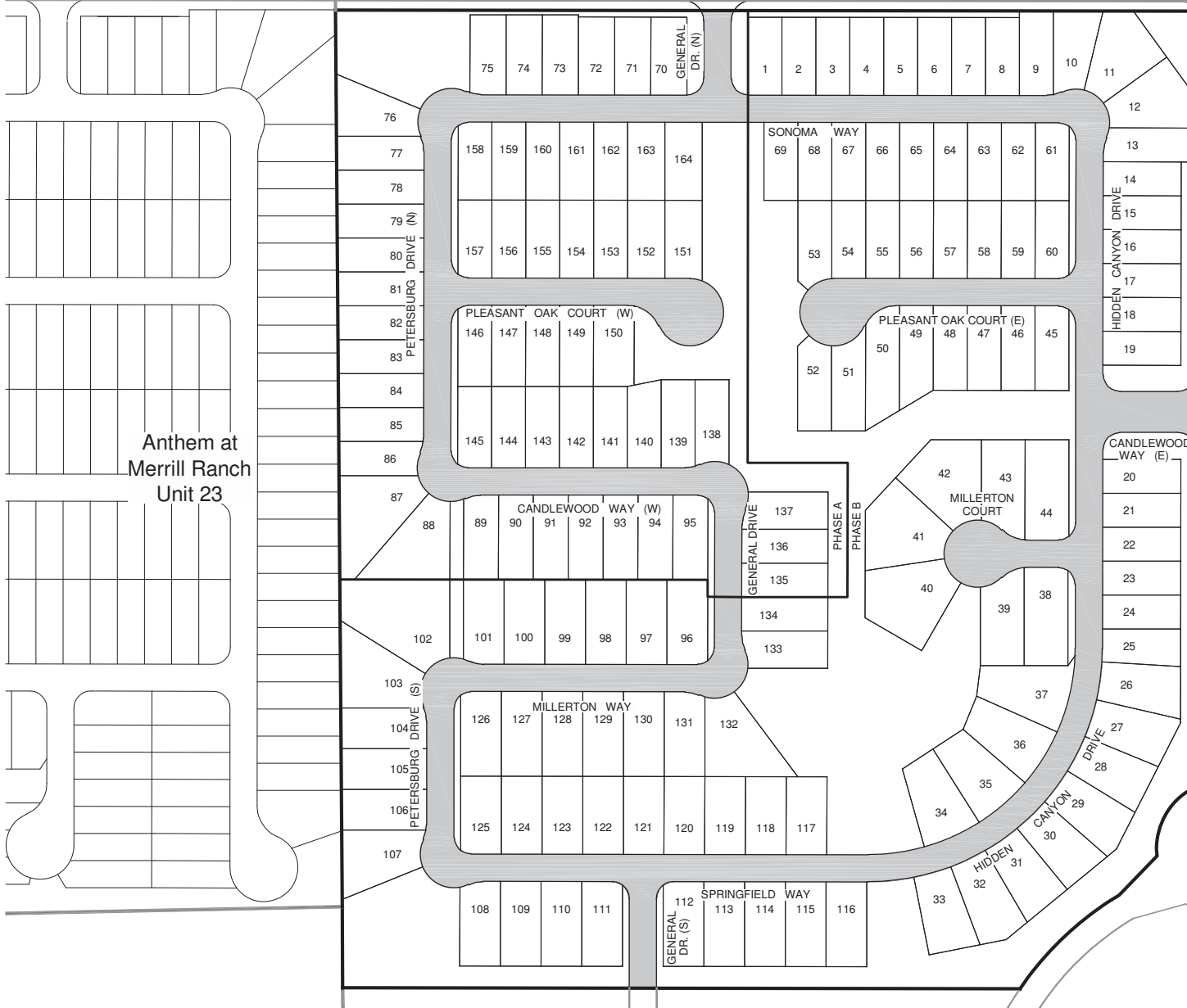


UNSUBDIVIDED




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> 7b.
<p>MEETING DATE: January 17, 2017</p> <p>DEPARTMENT: Public Works</p> <p>STAFF PRESENTER: Christopher A. Salas, Public Works Director/Town Engineer</p> <p>SUBJECT: Approval to enter into a service agreement with Electrical District 2 for electric service to the Hunt Highway and Attaway Road Intersection Traffic Signal</p>		<p> <input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance </p> <p style="margin-left: 40px;"> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading </p> <p><input type="checkbox"/> Other</p>

RECOMMENDED MOTION/ACTION:

Motion to approve and execute the Business Application for Electric Service Agreement with Electrical District 2.

BACKGROUND/DISCUSSION:

The Town of Florence currently does not have any service agreements with Electrical District 2, as we do with APS for similar services. This application will authorize an electrical energy billing for the traffic signal light located at Hunt Highway and Attaway Road.

FINANCIAL IMPACT:

The fees associated with the operation of the traffic signal will be paid out of HURF, line item 215 for Electric Charges (012-518-215).

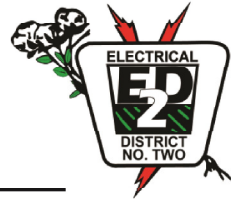
STAFF RECOMMENDATION:

Staff recommends approval of the Business Application for Electric Service with ED2 in order to obtain the necessary electricity power for the traffic signal located at Hunt Highway and Attaway Road.

ATTACHMENTS:

1. ED2 Business Application for Electric Service

Business Application for Electric Service



Today's Date: _____ Preferred Activation Date: _____ Service Address: _____

Rent: ☐ Own: ☐ Lease: ☐

If leasing or renting, please provide name and telephone number of landlord:

Business Name: _____ Social Security # / Federal ID #: _____

Mailing Address: _____ City: _____ State: _____ Zip Code: _____

Telephone Number: _____ Email Address: _____

Name of Bank: _____ Major Credit Reference: _____

Comptroller or Accounts Payable Contact: _____ Phone Number: _____

I have read and agree to the terms and conditions stated in the electric service agreement provided on the reverse side of this form.

Authorized Signature: _____ Utility Representative: _____


Print Name: _____

Title: _____

For Office Use Only

Account #: _____	Deposit Required: _____
Location: _____	Billing Rate: _____
Customer #: _____	Billing Cycle: _____
	Meter #: _____

THE UNDERSIGNED HERREBY MAKES APPLICATION TO ELECTRICAL DISTRICT NUMBER TWO FOR ELECTRICAL SERVICE IN CONSIDERATION OF ELECTRICAL DISTRICT NUMBER TWO'S PROVIDING ELECTRIC SERVICE AS HEREIN APPLIED FOR, THE UNDERSIGNED AGREES TO PROMPTLY PAY FOR SUCH SERVICE AT THE REGULAR PUBLISHED RATES OF ELECTRICAL DISTRICT NUMBER TWO AND IN ACCORDANCE WITH THE APPLICABLE RULES AND REGULATIONS ADOPTED BY THE BOARD OF DIRECTORS; THESE RULES AND REGULATIONS ARE HEREBY MADE A PART OF THIS AGREEMENT WHETHER EFFECTIVE AT THE TIME OR SUBSEQUENT TO THE EXECTION OF THIS AGREEMENT. THE UNDERSIGNED AGREES TO USE SUCH SERVICE FOR HIS OWN PURPOSES AND AGREES NOT TO SELL OR DONATE ANY PART OF SAME OR PERMIT IT TO BE USED FOR ANY OTHER PURPOSE. THE UNDER-SIGNED FURTHER AGREES THAT DULY AUTHORIZED AGENTS AND EMPLOYEES OF ELECTRICAL DISTRICT #2 SHALL HAVE ACCESS TO HIS PREMISES TO WHICH ELECTRIC SERVICE IS PROVIDED AT ALL REASONABLE HOURS FOR THE PURPOSE INSTALLATION OR REMOVAL OF METERS AND EQUIP- MENT INCIDENTAL TO CARRYING OUT THE PURPOSES OF THIS AGREEMENT AND FOR THE PUR- POSE OF INSPECTING ANY ELECTRIC LINES OR EQUIPMENT IN ANY WAY CONNECTED THEREWITH. THE UNDERSIGNED FURTHER AGREES TO INDEMNIFY AND HOLD ELECTRICAL DISTRICT #2 HARM- LESS FROM CLAIMS, INJURIES, DAMAGES AND EXPENSES OF EVERY NATURE AND KIND, FOR LOSS OR DAMAGE TO PROPERTY OR PERSONS ARISING OUT OF THE DELIVERY OF SERVICE BEYOND THE POINT OF METERING OR FOR FAILURE OF ELECTRICAL DISTRICT #2 TO SUPPLY ELECTRIC SERVICE. THE UNDERSIGNED AGREES TO IMMEDIATELY GIVE ELECTRICAL DISTRICT NUMBER TWO WRITTEN NOTICE WHEN HE CEASES TO OCCUPY SAID PREMISES AND/OR DESIRES SERVICE DISCONTINUED AND AGREES TO PAY FOR SUCH SERVICE UNTIL SAID NOTICE IS GIVEN IN WRITING ON A FORM PROVIDED BY ELECTRICAL DISTRICT #2. THE UNDERSIGNED AGREES THAT ELECTRICAL DISTRICT #2, OR ITS REPRESENTATIVE, MAY IMMEDIATELY WITHOUT ANY NOTICE OF THE UNDERSIGNED DISCONTINUE SERVICE HEREUNDER IN THE EVENT OF FAILURE ON THE PART OF THE UNDER- SIGNED, HIS AGENTS OR EMPLOYEES TO COMPLY WITH ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT. IN THE EVENT OF DISCONTINUANCE OF SERVICE BY REASON OF SUCH FAILURE, THE UNDERSIGNED FOR AND ON HIS OWN BEHALF, FOREVER WAIVES AND RELEASES ELECTRICAL DISTRICT #2 AND WITH RESPECT TO ANYONE IN OR ABOUT THE SERVED PREMISES AFFECTED BY SUCH TERMINATION, AGREES TO INDEMNIFY AND HOLD ELECTRICAL DISTRICT #2 HARMLESS FROM ANY AND ALL CLAIMS, INJURIES, DAMAGES AND EXPENSES OF EVERY NATURE AND KIND WHICH MAY ARISE OUT OF OR IN ANY WAY BE CONNECTED WITH SUCH TERMINATION OF SERVICE. IT IS UNDERSTOOD AND AGREED THAT SUCH DISCONTINUANCE OF SERVICE SHALL NOT CONSTITUTE A WAIVER BY ELECTRICAL DISTRICT #2 OF ANY RIGHTS OR CLAIMS WHICH IT MIGHT HAVE AGAINST THE UNDERSIGNED AS A RESULT OF HAVING PROVIDED ELECTRICAL SERVICE TO THE UNDERSIGNED. IN THE EVENT THAT IT BECOMES NECESSARY FOR ELECTRICAL DISTRICT #2 TO EMPLOY COUNSEL TO ENFORCE ANY OF THE PROVISIONS OF THIS AGREEMENT OR THE BREACH THEREOF, THEN, IN THAT EVENT THE UNDERSIGNED AGREES TO PAY TO ELECTRICAL DISTRICT #2 ALL COSTS AND EXPENSES INCLUDING REASONABLE ATTORNEYS FEES INCURRED BY ELECTRICAL DISTRICT #2 WHETHER OR NOT LITIGATION IS COMMENCED.

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7c.
MEETING DATE: January 17, 2017 DEPARTMENT: Administration STAFF PRESENTER: Jennifer Evans, Management Analyst SUBJECT: 2017 Greater Florence Chamber of Commerce Professional Services Agreement		<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:

A motion to approve entering into a Professional Services Agreement with the Greater Florence Chamber of Commerce for Calendar Year 2017, in an amount not to exceed \$45,000..

BACKGROUND/DISCUSSION:

Town staff and the Greater Florence Chamber of Commerce have agreed to the terms of the Professional Services Agreement as presented to the Town Council. The agreement identifies the services the Greater Florence Chamber of Commerce will provide to the Town of Florence to operate the Florence Visitors Center and McFarland State Historic Park. The contract includes the following scope of service:

Florence Visitor Center

1. Operate the Florence Visitor Center during normal hours from October 1 through May 31, Monday through Saturday, 9:00 a.m. to 5:00 p.m. The Florence Visitor Center will operate on a summer hours schedule June 1 through September 30, Monday through Saturday, 9:00 a.m. to 2:00 p.m.
2. Provide the following services to the general public during operating hours:
 - a. Access to public telephones (local calls only); drinking water; and provision of general information about the Town of Florence, the region, and the State.
 - b. Provision of information racks accessible to the public on weekends and holidays including: Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas, and New Year's Day.
3. Work with local and regional media outlets to encourage positive coverage and attention to Florence.

4. Maintain an up-to-date Annual Florence Special Events calendar and highlight Greater Florence Chamber of Commerce, Town of Florence, and other community wide events.
5. Work with the Town of Florence and local business community to develop a strategy to attract visitors to the Town of Florence.

McFarland State Historic Park

1. Operate McFarland State Historic Park consistent with the Florence Visitor Center operation hours.
2. Provide information to the public on the park and exhibits located within McFarland State Historic Park.
3. Notify the Town prior to or during any visits to McFarland State Historic Park that are made by Arizona State Parks personnel.
4. Actively coordinate and promote six programs, special events, or activities at McFarland State Historic Park.
5. Actively advertise the location of the Greater Florence Chamber of Commerce and the Town of Florence Visitor Center at McFarland State Historic Park.

FINANCIAL IMPACT:

The fiscal impact of the Professional Services Agreement is \$45,000 for Calendar Year 2017.

STAFF RECOMMENDATION:

Staff recommends approval of the Professional Services Agreement with the Greater Florence Chamber of Commerce, in an amount not to exceed \$45,000.

ATTACHMENTS:

Professional Services Agreement for operational services of the Florence Visitors Center and McFarland State Historic Park.

**PROFESSIONAL SERVICES AGREEMENT
FOR OPERATIONAL SERVICES OF THE FLORENCE VISITORS CENTER AND
McFARLAND STATE HISTORIC PARK WITH THE
GREATER FLORENCE CHAMBER OF COMMERCE**

THIS AGREEMENT is made and entered into this ____ day of _____ 2017, by and between the **TOWN OF FLORENCE**, an Arizona municipal corporation ("Town"), and the **GREATER FLORENCE CHAMBER OF COMMERCE**, an Arizona non-profit corporation ("Consultant"), for operational services of the Florence Visitors Center and McFarland State Historic Park ("Services"). The Town and Consultant may be referred to in this Agreement collectively as the "Parties" and each individually as a "Party".

WHEREAS, pursuant to Arizona Revised Statutes Annotated ("A.R.S.") § 9-493 and 9-500.11, Town is authorized to appropriate monies from its general fund for the purposes of improving or enhancing the economic welfare of the inhabitants of the Town, encouraging immigration, new industries and investment in the Town, and to print and distribute books, pamphlets and maps advertising the advantages of the Town; and

WHEREAS, Town desires to retain a consultant to provide operational services for the Florence Visitors Center and McFarland State Historic Park and to make payment for the same in accordance with the terms and conditions set forth in this Agreement, including all attachments; and

WHEREAS, Consultant has specialized resources, facilities and skills to perform such work; and

NOW, THEREFORE, Town agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services required according to the terms and conditions and consideration set forth below:

1. **TERM**: The term of this Agreement shall commence on **January 18, 2017** and shall continue through **December 31, 2017**. The Town has the option, in the Town's sole discretion, to renew the Agreement for two (2) additional one year periods ("Term"). If the Agreement is renewed, the total length of the Agreement shall not exceed three (3) years. Any of the one (1) year contracts may be unilaterally extended by the Town for a period of thirty-one (31) days.
2. **CONSULTANT'S DUTIES**: Consultant agrees to perform professional Services as outlined in **Exhibit A** (the "Services") attached hereto and incorporated herein, all to be performed in accordance with all Town codes, ordinances, regulations, policies and procedures.
3. **COMPENSATION AND REPORTING**: In accordance with the terms and conditions of this Agreement, Town shall compensate Consultant for its professional services

as follows:

- a. An aggregate sum not to exceed **forty five thousand dollars (\$45,000)** for Calendar Year 2017, provided Consultant meets the tasks identified and the reporting requirements as outlined in this Agreement and the insurance and indemnification requirements described in Sections 8 and 9 of this Agreement.
- b. The Town will provide at no cost to Consultant, office space valued at \$3,000 per year and telephone service valued at \$1260.00. Consultant will pay \$478.00 per month for electric and water utility charges and the Town will pay any charges exceeding that amount.
- c. The Consultant will report to the Town four (4) times throughout each year. The four (4) written performance ("Reports") shall be submitted no later than the following dates:
 - i. April 15, 2017 for the first report
 - ii. July 15, 2017 for the second report
 - iii. October 15, 2017 for the third report
 - iv. January 15, 2018 for the fourth report and "Annual Report"
- d. For each written performance Report deemed satisfactory, the Consultant is to be paid **Eleven thousand two hundred fifty dollars (\$11,250)**. The following items must be included:
 - i. Steps taken to achieve the goals and projects during the quarter as outlined in **Exhibit A**
 - ii. Income Statement and Balance Sheet for the quarter
 - iii. Other noteworthy events related to the Services
- e. The written Annual Report shall be completed by the Consultant and submitted to the Town Manager, or designee, before the filing deadline of the second Town Council meeting in January. The annual report shall be orally presented to the Town Council at the second Town Council meeting in January. The document must include at least the following items:
 - i. Outcomes of the Services as outlined in **Exhibit A**
 - ii. Complete financial report including balance sheet, income statement and narrative of the current financial situation of the Consultant
 - iii. Goals and objectives for the upcoming year
 - iv. Other noteworthy events related to the Services
- f. If the Consultant is unable to complete the Service by the date identified in Section 3(c), then the Consultant may provide written recommendations for an extension of time to the Town Manager or designee, to request additional time to

complete those Services. The recommendations shall be received by the Town Manager or designee prior to the completion date. Scheduling of Services shall be done by mutual agreement between the Consultant and the Town Manager or designee. In the written request for a time extension, the Consultant shall provide the basis as to why the Services cannot be completed and identify a specific date when the project shall be completed.

The Town shall not compensate the Consultant if the Consultant does not complete the Services during the Calendar Year by **December 31st of each year**, or the Consultant does not provide a request for an extension of time to the Town Manager or designee prior to the completion date identified in this Agreement or other date if determined by the Consultant and the Town Manager or designee.

- g. The Town Manager or designee may refuse to grant a time extension to complete the Service, or dispute the quality of Service provided by the Consultant, if written notice of refusal is provided within ten (10) days of the Consultant's request for a time extension or when an activity is completed. The written notice shall specify the grounds for refusal, and the Consultant is permitted ten (10) days from the written notice of refusal to redress the grounds for refusal. Should the Town Manager or designee disagree that the ground for refusal are properly addressed, the dispute may be brought by the Consultant before an Arbitrator recognized by the Pinal County Superior Court for binding arbitration of the dispute. The prevailing party in such arbitration shall recover all costs including: all arbitration expenses, collection expenses, reasonable attorneys' fees and other costs to be determined by the Arbitrator in such action.
 - h. Consultant will monitor and actively seek other sources of public or private funding that becomes available to Consultant and will advise the Town Manager or designee of these opportunities.
 - i. Exhausting the total amount payable pursuant to Section 3(a) shall not relieve Consultant of its obligations to perform services. Should Town request additional services beyond those specified in Section 2, Consultant shall charge, and Town shall pay for, a rate as negotiated between Town and Consultant and executed in writing.
4. **CONSULTANT BILLING:** Consultant shall submit invoices to the Town for payment upon completion of each phase of work outlined in **Exhibit A**. Payment shall be made to Consultant within thirty (30) calendar days of the date of receipt. The Town's payment shall be made only in the name of the Consultant appearing on this Agreement. For additional services as negotiated per Section 3(i), Consultant shall charge Town on a time and expense basis in a total amount not to exceed the negotiated amount. Town shall pay such billings within thirty (30) calendar days of

the date of receipt or as otherwise negotiated.

5. CONSULTANT'S STANDARD OF PERFORMANCE: While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession and shall use reasonable diligence and best judgment while exercising its professional skill and expertise. Consultant shall be responsible for all errors and omissions Consultant commits in the performance of this Agreement.
6. NOTICES: All notices and requests to the other party required under this Agreement shall be in writing and sent by first class certified mail, postage prepaid, return receipt requested, addressed to the following personnel:

Town of Florence	Greater Florence Chamber of Commerce
Town Manager	Executive Director
P.O. Box 2670	P.O. Box 929
775 North Main Street	Florence, AZ 85132
Florence, AZ 85132	

7. TERMINATION: This Agreement may be terminated by either party upon thirty (30) working days written notice. If this Agreement is terminated, Consultant shall be paid for Services performed to the date of receipt of such termination notice. In the event of such termination, Consultant shall deliver to Town all work in any state of completion at the date of effective termination. The Town has the right to terminate this Agreement for cause or convenience, or to terminate any portion of the Services which have not been performed by Consultant.
8. INSURANCE REQUIREMENTS: The Consultant, at Consultant's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. rating of "A", or approved and licensed to do business in the State of Arizona with policies and forms satisfactory to the Consultant/Town of Florence.

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

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

The insurance policies required by this Agreement shall name the Town of Florence,

its agents, officers, officials, and employees as Additional Insured. Additionally, the State of Arizona must be named as additional insured. The policy shall be endorsed to include the following additional insured language: "The State of Arizona and Arizona State Parks officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the contractor".

General Liability: Consultant shall, at Consultant's expense, maintain a policy of comprehensive public liability insurance with a limit of not less than \$1,000,000 for each occurrence and with a \$2,000,000 General Aggregate Limit.

The policy shall include coverage for bodily injury, broad form property damage, personal injury, and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims.

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

If a policy does expire during any term of this Agreement, a renewal certificate must be sent to the Town of Florence no later than fifteen (15) days prior to the expiration date.

9. **INDEMNIFICATION:** To the fullest extent permitted by law, Consultant shall defend, indemnify and hold harmless the Town of Florence, its agents, officers, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted either wholly or in part from the acts, errors, mistakes, omissions, work or Services of the Consultant, its agents, employees, contractors or subcontractors in the performance of this Agreement.

Consultant's duty to defend, hold harmless and indemnify the Town of Florence, its agents, officers, officials and employees shall arise in connection with any claims, damages, losses or expenses that are attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting there from, caused either wholly or in part by Consultant's acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of the Consultant or any other person for whose acts, errors, mistakes, omissions, work or Services the Consultant may be legally liable

The Consultant will be responsible for primary loss investigation and defense and judgment costs where this indemnification applies. The Consultant's obligations under this section shall survive the expiration or earlier termination of this Agreement.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this Section.

10. INDEPENDENT CONTRACTOR: Consultant shall at all times during Consultant's performance of the services retain Consultant's status as independent contractor. Consultant's employees shall under no circumstances be considered or held to be employees or agents of Town. Town shall have no obligation to pay or withhold state or federal taxes or provide workers' compensation or unemployment insurance for or on behalf of them or Consultant.
11. GOVERNING LAW AND VENUE: This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Arizona without reference to conflicts of laws and principles. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this Agreement shall be tried in a court of competent jurisdiction in Pinal County, State of Arizona. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition in this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such action.
12. OWNERSHIP OF RECORDS AND REPORTS: All of the files, reports, documents, information and data prepared or assembled pursuant to the Agreement are to be and remain the property of the Town and are to be delivered to Town before final payment under the Agreement is made to Consultant, or upon termination of the Agreement for any reason.
13. NONASSIGNMENT: This Agreement has been entered into based upon the personal reputation, expertise and qualifications of Consultant. Neither party to this Agreement shall assign its interest in the Agreement, either in whole or in part. Consultant shall not assign any monies due or to become due to it hereunder without the prior written consent of Town.
14. ENTIRE AGREEMENT: This Agreement and any attachments represent the entire agreement between Town and Consultant and supersede all prior negotiations, representations or agreements, express or implied, written or oral. It is mutually

understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto.

15. FUNDS APPROPRIATION. If the term of this agreement or provision of any Services hereunder extends beyond the current fiscal period of the Town and the Town Council does not appropriate funds to continue this Agreement and pay for charges hereunder, the Town may terminate this Agreement at the end of the current fiscal period. The Town agrees, to the extent reasonably practical, to give written notice of such termination pursuant to Section 6 of the Agreement at least 30 days prior to the end of the current fiscal period and will pay to the Consultant approved charges incurred through the end of such period.
16. CONFLICTS OF INTEREST: The provisions of A.R.S. § 38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this Agreement.
17. PROHIBITED BOYCOTT. Pursuant to A.R.S. 35-393.01, the Consultant, by execution of this Agreement, certifies that it is not currently engaged in, and agrees for the duration of the Agreement to not engage in, a boycott of Israel.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.

TOWN OF FLORENCE:

**GREATER FLORENCE CHAMBER OF
COMMERCE:**

Tara Walter, Mayor

Rodney Mendoza, Chairman

ATTEST:

Lisa Garcia, Town Clerk

APPROVED AS TO FORM:

Clifford L. Mattice, Town Attorney

EXHIBIT A

3. Florence Visitor Center

General Operations

- a) Operate the Florence Visitor Center during normal hours from October 1 through May 31, Monday through Saturday, 9:00 a.m. to 5:00 p.m. The Visitor Center will operate on a summer hours schedule June 1 through September 30, Monday through Saturday, 9:00 a.m. to 2:00 p.m.
- b) Provide the following services to the general public during operating hours:
 - 1) Access to public telephones (local calls only); drinking water; and provision of general information about the Town of Florence, the region, and the State.
 - 2) Provision of information racks accessible to the public on weekends and holidays including: Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas, and New Year's Day.

Marketing

- a) Work with local and regional media outlets to encourage positive coverage and attention to Florence.
- b) Maintain an up-to-date Annual Florence Special Events calendar. Highlight Chamber of Commerce, Town of Florence, and other community wide events.
- c) Work with the Town of Florence and local business community to develop a strategy to attract visitors to the Town of Florence..

4. McFarland State Historic Park

General Operations


- a) Operate McFarland State Historic Park consistent with the Florence Visitor Center operation hours.
- b) Provide information to the public on the park and exhibits located within McFarland State Historic Park.
- c) Notify the Town prior to or during any visits to McFarland State Historic Park that are made by Arizona State Parks personnel.

Marketing

- a) Actively coordinate and promote six (6) programs, special events, or activities

at McFarland State Historic Park.

- b) Actively advertise the location of the Greater Florence Chamber of Commerce and the Town of Florence Visitor Center at McFarland State Historic Park.

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7d.
MEETING DATE: January 17, 2017 DEPARTMENT: Administration STAFF PRESENTER: Brent Billingsley, Town Manager SUBJECT: Groundwater Savings Facility Storage Agreement with the Tonopah Irrigation District		<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 a Groundwater Savings Facility Storage Agreement with the Tonopah Irrigation District, (TID).

BACKGROUND/DISCUSSION:

The purpose of this agreement is to provide for the storage of Florence's Central Arizona Project (CAP) water by Florence at the Groundwater Savings Facility operated by the Tonopah Irrigation District.

The Agreement is subject to Agreements with the Central Arizona Water Conservation District, (CAWCD) under which Florence is entitled to receive the delivery of CAP water. This agreement coincides with the agreement Florence has with CAWCD, that was recently approved under which Florence can deliver their CAP to TID and create a Long Term Storage Credit in the Phoenix Active Management Area. The Town Attorney has reviewed and approved this agreement.

Florence will obtain a Water Storage Permit from ADWR authorizing Florence to store water at TID's Groundwater Savings Facility. Florence will store Florence's entire 2,048 acre-foot entitlement of CAP water in each calendar year.

Tonopah Irrigation District will pay Florence \$26 per acre-foot of Delivered Storage Water for the first year and shall increase by \$1.50 per acre foot per year for each successive year of the term of this agreement, as it may be renewed.

FINANCIAL IMPACT:

The fiscal impact of is agreement is a year one income of \$53,248.

RECOMMENDATION:

Approve the Town Manager to enter into a Groundwater Savings Facility Storage Agreement with the Tonopah Irrigation District.

ATTACHMENTS:

Groundwater Savings Facility Storage Agreement with the Tonopah Irrigation District

GROUNDWATER SAVINGS FACILITY STORAGE AGREEMENT

BETWEEN
TOWN OF FLORENCE
AND
TONOPAH IRRIGATION DISTRICT

THIS GROUNDWATER SAVINGS FACILITY STORAGE AGREEMENT (this "Agreement") is entered into as of _____, 2017, between the **Town of Florence**, an Arizona municipal corporation ("Florence") and **Tonopah Irrigation District**, a municipal corporation and political subdivision of the State of Arizona ("Tonopah"). Florence and Tonopah are sometimes collectively referred to in this Agreement as the "Parties" and each individually as a "Party."

RECITALS.

A. Florence is a municipal corporation formed pursuant to the Arizona Constitution, Article 13, Section 1, and is authorized to enter into this Agreement pursuant to A.R.S. § 11-952, and A.R.S. § 9-240.

B. Tonopah is a municipal corporation and political subdivision of the State of Arizona formed pursuant to A.R.S. §§ 48-2901 *et seq.* and is authorized to enter into this Agreement pursuant to A.R.S. §11-952, and 48-2977.

C. The purpose of this Agreement is to provide for the storage of Florence's entire quantity of Central Arizona Project water by Florence at the Groundwater Savings Facility operated by Tonopah.

D. The Parties recognize that this Agreement is subject to Agreements entered into by Florence under which Florence is entitled to receive the delivery of CAP water, including without limitation, the "Subcontract Among the United States, the Central Arizona Water Conservation District and the Town of Florence Providing for Water Service" and the "Purchase and Sale Agreement for Long Term Storage Credits Between the Central Arizona Water Conservation District and the Town of Florence Providing dated _____, 201_" (the Storage Credit Contract"), and that in the event of any material conflict between this Agreement and the agreements by which Florence receives delivery of CAP water, the provisions of the agreements of Florence under which it receives delivery of CAP water shall be controlling, except as expressly provided by paragraph 4.1 of this Agreement.

AGREEMENT.

The Parties hereby agree as follows:

1. Definitions.

Under this Agreement, the following terms shall have the following meanings:

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

- 1.2. "CAP" shall mean the Central Arizona Project.
- 1.3. "CAWCD" shall mean the Central Arizona Water Conservation District.
- 1.4. "Contribution" shall mean the amount of money paid by Tonopah to Florence for each acre foot of Storage Water.
- 1.5. "Party or Parties" shall mean either one, or in the plural, both of the parties to this Agreement.
- 1.6. "Plan of Operation" shall mean the plan of operation associated with Tonopah's Groundwater Savings Facility Permit.
- 1.7. "Storage Water" shall mean all CAP water delivered to Tonopah for storage on behalf of Florence, including water actually stored and reasonable losses, which losses shall be calculated as described in the Plan of Operation.
- 1.8. Definitions set forth in AR.S. § 45-802.01 are applicable to this Agreement. The first letters of terms so defined are capitalized in this Agreement.

2. Term.

Unless it is sooner terminated or cancelled in accordance with Section 10 or Section 15 of this Agreement, this Agreement shall become effective on the date on which it has been approved by the governing body of the Town and is signed by all of the Parties (the "Effective Date") and shall terminate on December 31, 2022 (the "Initial Term"); provided, however, that at the end of the Initial Term this Agreement shall automatically renew from year to year thereafter unless either Party gives written notice of non-renewal to the other Party at least one hundred twenty (120) days prior to the end of any calendar year, in which event this Agreement shall terminate at the end of the calendar year for which such notice of non-renewal is given.

3. Conditions for Delivery.

The delivery, acceptance and use of Storage Water under this Agreement are conditioned on the following, and the Parties agree that:

- 3.1 All uses of Storage Water shall be consistent with applicable Arizona and federal law.
- 3.2 Storage Water made available pursuant to this Agreement shall be used only at the Groundwater Savings Facility for which Tonopah has obtained and continues to maintain Groundwater Savings Facility Permit, No. 72-534439.0004, or modifications, extensions or renewals of that permit.
- 3.3 Tonopah shall notify Florence if it files an application with ADWR to amend its Groundwater Savings Facility Permit.

3.4 Storage Water made available to Tonopah pursuant to this Agreement shall be used in compliance with its Groundwater Savings Facility Permit and Plan of Operation.

3.5 Tonopah shall be responsible for all expenses and administrative requirements, including filing annual reports with ADWR, associated with maintaining its Groundwater Savings Facility Permit.

3.6 Florence shall take all actions necessary to timely obtain a Water Storage Permit from ADWR authorizing Florence to store water at Tonopah's Groundwater Savings Facility in accordance with this Agreement. Florence shall maintain that permit, or modifications or renewals of that permit, during the term of this Agreement, as the term may be renewed.

3.7 Florence shall notify Tonopah if it files an application with ADWR to amend its Water Storage Permit.

3.8 Florence shall be responsible for all expenses and administrative requirements, including filing annual reports with ADWR, associated with maintaining its Water Storage Permit.

4. Storage of Water at Tonopah Groundwater Savings Facility. Scheduling of Deliveries, and Payment of Tonopah's Contribution to Florence.

4.1 Notwithstanding any rights or options granted by CAWCD to Florence by Article 2.6 of the Storage Credit Contract potentially allowing Florence to store CAP water at underground storage facilities or groundwater savings facilities *other* than Tonopah's Groundwater Savings Facility, Florence expressly covenants and agrees with Tonopah to provide for storage *solely* at Tonopah's Groundwater Savings Facility, and Tonopah agrees to accept for storage, Florence's *entire* 2,048 acre-foot entitlement of CAP water in each calendar year of the term of this Agreement, as it may be renewed in accordance with the other terms of this Agreement.

4.2 The Contribution to be paid by Tonopah to Florence shall be Twenty-six Dollars (\$26) per acre-foot of Delivered Storage Water for the first year and shall increase by One Dollar and Fifty Cents (\$1.50) per acre foot per year for each successive year of the term of this Agreement, as it may be renewed.

4.3 The schedule of amounts, times and rates of delivery of Storage Water to Tonopah during any year shall be determined by Tonopah, subject to scheduling parameters acceptable to CAWCD. Notice of Tonopah's requested delivery schedule shall be provided to Florence by Tonopah by September 15 of each year, and Florence shall promptly submit its conforming water order and delivery schedule to CAWCD no later than October 1 of each year. If requested by Tonopah, Florence agrees to promptly submit revised delivery schedule request(s) to CAWCD in such form as may be required by CAWCD, provided that in any event the total of all scheduled deliveries shall be 2,048 acre-feet per calendar year.

4.4 Florence shall pay CAWCD for all water delivered under this Agreement in compliance with Florence's agreements with CAWCD. On or before the 25th day of each month, Tonopah shall pay Florence the amounts due as Tonopah's Contribution for Storage Water delivered to Tonopah

during the prior calendar month.

4.5 If Long-Term Storage Credits are not issued to Florence by ADWR solely because of a final and non-appealable determination that Tonopah has violated its Groundwater Savings Facility Permit or Plan of Operation, Tonopah shall pay to Florence any water service charges paid by Florence to CAWCD in excess of Tonopah's Contribution for the water delivered to Tonopah's Groundwater Savings Facility which did not accrue Long-Term Storage Credits. Such payment shall be made to Florence within thirty (30) days of written notification to Tonopah of ADWR's final and non-appealable decision to deny Long-Term Storage Credits to Florence.

5. Reduction or Suspension of Deliveries.

Florence may reduce or suspend authorization for deliveries of Storage Water to Tonopah under this Agreement if Tonopah violates its Groundwater Savings Facility Permit or Plan of Operation and thereby materially impairs Florence's accrual of Long-Term Storage Credits for Storage Water delivered to Tonopah's Groundwater Savings Facility, provided, however, that prior to any such reduction or suspension Florence shall notify Tonopah in writing of the specific details of such violation and Tonopah shall have thirty (30) days after such notice in which to reasonably cure such violation.

6. No Allocation of Water.

Nothing in this Agreement shall be construed to constitute a waiver, relinquishment, abandonment or forfeiture of any water rights of either Party, or create any allocation of water to either Party.

7. No Warranty as to Water Quality; Mutual Waivers and Indemnifications; Taxes.

7.1 Florence expressly disclaims and does not make any representation or warranty of whatsoever nature to Tonopah or to any water user with respect to the quality of any water furnished under this Agreement or that may be produced from recovery wells regardless of the nature or location of use made of such recovered water. Florence shall have no obligation to construct or furnish water treatment facilities or to take any other actions to maintain, protect or improve the quality of any Storage Water or water from recovery wells, whether before or after storage or recovery. Tonopah expressly waives its right to make any claim against Florence for any effect on the quality of Storage Water, recovered water, or any other surface or underground water resulting or in any way related to the underground storage of Storage Water or the commingling of Storage Water with any other water, including water produced from recovery wells, or otherwise resulting from or related to the performance of this Agreement. To the extent permitted by law, Tonopah shall indemnify, defend and hold harmless Florence, its mayor, each council member, officer, official, contractor, agent or employee (Florence and any such person an "Indemnified Party") for, from, and against any and all losses, claims, damages, liabilities, costs and expenses of whatsoever nature for which there is legal responsibility ("Claims") and to which such Indemnified Party may become subject, insofar as such Claims arise out of or are in any way related to arising out of or connected with the control, carriage, handling, use, disposal, delivery, or distribution of water over Tonopah's water delivery system, or Tonopah's negligence or wrongful action or

inaction in performance of this Agreement.

7.2 Tonopah expressly disclaims and does not make any representation or warranty of whatsoever nature to Florence or to any water user with respect to the quality of water that may be produced from recovery wells regardless of the nature or location of use made of such recovered water. Tonopah shall have no obligation to construct or furnish water treatment facilities or to take any other actions to maintain, protect or improve the quality of Storage Water or water from recovery wells, whether before or after storage or recovery. Florence expressly waives its right to make any claim against Tonopah for any effect on the quality of Storage Water, recovered water, or any other surface or underground water resulting from or in any way related to the underground storage of Storage Water or the commingling of Storage Water with any other water, including water produced from recovery wells, or otherwise resulting from or related to the performance of this Agreement. To the extent permitted by law, Florence shall indemnify, defend and hold harmless Tonopah, its directors, officers, officials, contractors, agents or employees (Tonopah and any such person an "Indemnified Party") for, from, and against any and all losses, claims, damages, liabilities, costs and expenses of whatsoever nature for which there is legal responsibility ("Claims") and to which such Indemnified Party may become subject insofar as such Claims arise out of or are in any way related to the recovery wells or the recovery, transportation and/or use of recovered water, or are in any way related to Florence's negligence or wrongful action or inaction in performance of this Agreement.

7.3 The indemnification provisions of this Agreement shall survive the execution and delivery of this Agreement and the rescission, cancellation, expiration or termination of this Agreement upon its terms and for three (3) years thereafter.

7.4 If any general and/or special town, county, state or federal taxes are properly assessed or levied against the Contribution or transfer or use of Storage Water pursuant to this Agreement, Tonopah shall pay such taxes prior to delinquency. Nothing contained in this section shall be construed as a recognition or admission by either Party of the validity of any particular tax or assessment.

8. Recovery of Stored Water.

8.1 Tonopah has no obligation in regard to the recovery of stored water except as specifically stated in this Section 8.

8.2 Tonopah agrees to provide Florence, within a reasonable time after request, a list of the owners of the existing wells within Tonopah's boundaries. Florence shall be solely responsible for all arrangements and all costs associated with obtaining or maintaining any recovery agreement with any well owner.

8.3 Tonopah agrees not to register any objection with ADWR to an application for a recovery well permit filed by Florence seeking to recover water stored on behalf of Florence at Tonopah's Groundwater Savings Facility.

8.4 Florence shall not recover within Tonopah's boundaries Long-Term Storage Credits that were not accrued by Florence at Tonopah's Groundwater Savings Facility.

9. Delivery of Storage Water.

9.1 All Storage Water delivered from CAWCD to Tonopah shall be measured with equipment operated and maintained by CAWCD. Upon the request of Tonopah or Florence, the accuracy of such measurements shall be investigated by CAWCD and Tonopah, and any errors which are mutually determined to have occurred therein shall be adjusted; provided, however, that in the event CAWCD and Tonopah cannot agree on the required adjustment, CAWCD's determination shall control.

9.2 Florence shall not be responsible for the control, carriage, handling, use, disposal, delivery, or distribution of water over Tonopah's water delivery system.

9.3 Deliveries of water scheduled under this Agreement are subject to interruption and discontinuance due to investigation, inspection, construction, testing, maintenance, repair or replacement of the CAP water delivery facilities by CAWCD. The Parties further agree that neither Tonopah nor Florence, nor their respective officers, agents, contractors and employees, shall be liable for any damages caused by any interruption, discontinuance, or reduction in delivery by CAWCD of water scheduled under this Agreement for any reason whatsoever.

10. Termination of Agreement.

This Agreement may be terminated for any of the following reasons:

10.1 If Tonopah remains in arrears in the payment of any amount due Florence, including payment of the Contribution, for thirty (30) days or more, Florence may terminate this Agreement, which termination shall be effective twenty (20) days after giving written notice of termination to Tonopah, unless payment of all amounts owed to Florence is made in full prior to the expiration of said twenty (20) day period;

10.2 If the "Subcontract Among the United States, the Central Arizona Water Conservation District and the Town of Florence Providing for Water Service" or the "Storage Credit Contract" is terminated, after Florence has made reasonable efforts to avoid such termination, Florence may terminate this Agreement, which termination shall be effective thirty (30) days after giving written notice of termination to Tonopah;

10.3 If Florence determines in its sole discretion after consultation with Tonopah that Tonopah is operating the Groundwater Savings Facility in a manner contrary to law or in a manner which Florence determines, in its sole discretion, is reasonably likely to put in material jeopardy the ability of Florence to earn Long-Term Storage Credits for Storage Water delivered to the Facility for the benefit of Florence, Florence may terminate this Agreement, which termination shall be effective thirty (30) days after mailing to Tonopah and CAWCD written notice of such jeopardy determination by Florence, which notice shall identify the specific offending act(s) or omission(s) of Tonopah that Florence has determined to be causing such jeopardy. If Tonopah, during such thirty (30) day

period, substantially corrects and cures the identified offending act(s) or omission(s) so as to substantially eliminate such jeopardy, which shall be determined in Florence's sole discretion, this Agreement shall continue in force and effect and the Parties shall notify CAWCD of such correction and cure;

10.4 Upon the mutual written agreement of the Parties; or

10.5 Pursuant to the notice of non-renewal as provided in Section 2 of this Agreement.

10.6 Any rights under this Agreement to collect any monies owed under the Agreement and any rights or obligations under Section 8 of this Agreement shall survive the termination of this Agreement.

10.7 The Parties agree that nothing in this Agreement shall affect Florence's ability to approve, deny, extend, modify, or terminate the Storage Credit Contract.

11. Books and Records.

The Parties shall establish and maintain accounts and other books and records pertaining to administration of the terms and conditions of this Agreement. Each Party will provide timely reports thereon upon request by the other. Subject to applicable federal and state laws and regulations, each Party to this Agreement shall have the right during office hours to examine and make copies of the other Party's books and records relating to matters covered by this Agreement.

12. Authorized Representatives; Notices.

The individuals named below are authorized and directed to act as the designated representative for the respective Parties and shall serve as a primary contact person for such Party, including but not limited to, storage requests and acceptances pursuant to Section 4 of this Agreement. Any notice, demand, or request authorized or required by this Agreement shall be in writing and shall be deemed to have been duly given if mailed, first class postage prepaid, or hand delivered to the respective Parties at the following addresses:

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

If to Tonopah:
District Administrator
Tonopah Irrigation District
160 N Pasadena, Suite 101
Mesa, AZ 85201

The designation of the addressee or the address may be changed by notice given in the same manner as provided for in this Section 12.

13. Compliance with Laws.

In carrying out this Agreement, the Parties shall comply with all applicable laws and regulations of the United States and the State of Arizona, and shall obtain all required permits or licenses from appropriate federal, state, and local authorities. The Parties shall comply with Chapter 9, Title 41, Arizona Revised Statutes, and any other applicable federal or state laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.

14. Assignment.

The provisions of this Agreement shall apply to and bind the successors and assigns of the Parties, but no assignment or transfer of this Agreement or any interest therein shall be valid unless and until approved in writing by the Parties.

15. Cancellation. This Agreement is subject to cancellation in accordance with the provisions of A.R.S. § 38-511.

16. Entire Agreement; Amendment; Counterpart Signature.

This Agreement shall constitute the entire agreement between the Parties regarding the subject of this Agreement. This Agreement supersedes all previous written or oral agreements or understandings regarding the subject of this Agreement, and this Agreement may be amended or modified only by a written amendment signed by both Parties.

17. Uncontrollable Forces.

Neither Party shall be considered to be in default in the performance of any of its obligations under this Agreement when a failure of performance shall be due to uncontrollable forces. The term "uncontrollable forces" shall mean any cause beyond the control of the Party unable to perform such obligation, including, but not limited to, failure of or threat of facilities, flood, earthquake, storm, fire, lighting, and other natural catastrophes, epidemic, war, riot, civil disturbance or disobedience, strike, labor dispute, labor or material shortage, sabotage, government priorities and restraint by a court order or a public authority, an action or non-action by, or failure to obtain the necessary authorizations or approvals from, any governmental agency or authority, which by exercise of due diligence such Party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Nothing contained herein shall be construed to require either Party to settle any strike or labor dispute in which it is involved.

18. Governing Law.

This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the laws of, the State of Arizona, without reference to choice of law or conflicts of laws principles thereof. Any suit brought to interpret, enforce, or construe any provisions of this Agreement shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Maricopa.

19. Signature Clause.

The signatories hereto represent they have been appropriately authorized to enter into this Agreement on behalf of the Party for whom they sign and that no further action or approvals are necessary before execution of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Groundwater Savings Facility Storage Agreement effective _____, 201_.

Town of Florence

By _____
Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

Tonopah Irrigation District


By _____
President

ATTEST:

Secretary

APPROVED AS TO FORM:

Attorney for Tonopah Irrigation District

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7e.
MEETING DATE: January 17, 2017 DEPARTMENT: Finance STAFF PRESENTER: Brent Billingsley, Town Manager SUBJECT: Florence Unified School District Intergovernmental Agreement		<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 an Intergovernmental Agreement (IGA) with the Florence Unified School District (FUSD) to facilitate two separate utility easements to be used for Town sponsored water system improvements.

BACKGROUND/DISCUSSION:

The Arizona Revised Statutes authorize intergovernmental agreements by and between political subdivisions and political agencies such as the FUSD and the Town of Florence.

In order to improve regional fire flows, including the fire flows to Florence K-8 and Florence High School, the Town needs to upsize and loop our existing infrastructure near South Main Street. In order to do so, the Town, desires easements from FUSD for two separate water main improvement projects.

1. Easement #1. The District is to provide a sixteen (16) foot wide easement for utility purposes across FUSD owned Parcel 202-39-005B, on which the Town intends to construct a water main.
2. Easement #2. The District is to provide a sixteen (16) foot wide easement for utility purposes across District owned Parcel 202-07-026A, on which the Town intends to construct a water main.

Projects:

Van Haren Loop: Following dedication of the easements, the Town will design and construct a water main loop from the Town main located at Van Haren Street to a Town main located south of the FUSD property (connection point to be determined). The project will improve regional fire flows by looping the Town's available distribution system.

State Route (SR) 79B Connection: Following dedication of the easements, the Town will design and construct a water main extension from the Town main located in a Town easement west of lot 202-07-026 (old FUSD District Office) and bore across SR 79B to existing Town infrastructure at a point east of SR 79B (connection point to be determined). The project is an important part of a greater water main loop that will be constructed in phases over the next several years to improve regional fire flows to the areas surrounding the Florence K-8 School.

FINANCIAL IMPACT:

None at this time other than the recording fee at Pinal County. The future projects will have a cost but remain undetermined at this time. The budget for the two projects will be funded with Water Enterprise Funds.

STAFF RECOMMENDATION:

Staff recommends approval of the Intergovernmental Agreement (IGA) with the Florence Unified School District (FUSD) to facilitate the utility easement dedications.

ATTACHMENTS:

1. IGA Between the Town of Florence and Florence Unified School District #1
2. Easement Dedication Document

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE TOWN OF FLORENCE
AND
THE FLORENCE UNIFIED SCHOOL DISTRICT NO. 1**

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is made as of _____ (the "Effective Date"), by and between the Florence Unified School District No. 1, a political subdivision of the State of Arizona (the "District") and the Town of Florence, an Arizona municipal corporation (the "Town"). District and Town are from time to time referred herein individually as a "party," and collectively as the "parties."

RECITALS

A. ARIZ. REV. STAT. §§ 11-951 and 11-952 authorize intergovernmental agreements by and between political subdivisions and political agencies such as the District and the Town. Further, the District is authorized by ARIZ. REV. STAT. §§ 15-363 and 15-364 to enter into intergovernmental Agreements.

B. The Town, in order to improve regional fire flows, desires easements from the District for two separate water main improvement projects ("Projects").

C. The District desires enhanced fire flows at both Florence High School and the Florence K-8.

D. The parties hereto desire to cooperate on the Projects as permitted by law and under terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the promises and covenants set forth below, the parties hereby agree as follows:

1. Easement #1. The District is to provide a sixteen (16) foot wide easement for utility purposes across District owned Parcel 202-39-005B, and as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference ("Easement #1"), on which the Town intends to construct a eight (8) inch water main, as more fully described and depicted on Exhibit "B" attached hereto.
2. Easement #1. The District is to provide a sixteen (16) foot wide easement for utility purposes across District owned Parcel 202-07-026A, and as more particularly described in Exhibit "C" attached hereto and incorporated herein by this reference ("Easement #2"), on which the Town intends to construct a

twelve (12) inch water main, as more fully described and depicted on Exhibit "D" attached hereto.

3. Water Main Loop. Following dedication of the easements, the Town will design and construct an eight (8) inch water main loop from the Town main located at Van Haren Street to a Town main located south of the District property (connection point to be determined). The project will improve regional fire flows by looping the Town's available distribution system.
4. SR79B Main Extension. Following dedication of the easements, the Town will design and construct a twelve (12) inch water main extension from the Town main located in a Town easement west of lot 202-07-026 (old FUSD District Office) and bore across SR 79B to existing Town infrastructure at a point east of SR 79B (connection point to be determined). The project is an important part of a greater water main loop that will be constructed in phases over the next several years to improve regional fire flows to the areas surrounding the Florence K-8 School.
5. Mutual Cooperation. Except as otherwise specifically provided herein, construction of the improvements will occur with the mutual consent and agreement of the Town and District; the terms and conditions of construction may include times, dates, maintenance, operation and other issues incident to the easements. The Town will submit a construction schedule to the District as soon as reasonably practicable to aid in advance coordination of construction activities.
 1. Supervision. The Town and the District will provide supervision for any contractor working in the provided easements. The Town shall have the sole responsibility for the conduct and control of the contractor or activity being conducted.
 2. Maintenance. The area covered by the easements included in this agreement shall be left in an orderly and clean condition at the conclusion of all construction or maintenance activities. Any damage, other than the normal wear and tear, done to any infrastructure on MUSD property as a result of negligence from Town employees or contractors shall be repaired and/or replaced, as appropriate, by the Town.
 3. Insurance. The parties hereto agree to secure and maintain insurance coverage for any risks which may arise out of the terms, obligations, operation and actions provided in this Agreement. The parties to this Agreement shall provide to each other a Certificate of Insurance or a Declaration of Self Insurance indicating as a minimum the following coverage:
 - a) Comprehensive general liability coverage including, but not

limited to, blanket contractual liability, personal injury liability and broad form property damage. The minimum amount for such coverage shall be \$1,000,000.00 combined single limit. The Certificate of Insurance or Memorandum of Self Insurance shall indicate that the other party is named as "additionally insured" pursuant to the provisions of this Agreement.

4. Indemnity. In addition to the insurance provisions set forth above, each party hereby also agrees to indemnify and hold harmless the other, including elected officials, officers, administrators or employees from any and all liability resulting from personal injury or death or damage to property of third parties arising out of the use of the facilities, for claims alleging the negligence or intentional acts of the elected officials, officers, administrators or employees of the party which did not sponsor or schedule the event as to which such claims are made and as to which the indemnifying party was the sponsor or scheduling entity.

5. Annual Budgets. The parties agree and acknowledge that each party has fiscal responsibilities in connection with this Agreement. The governing bodies shall, pursuant to the budget laws of the State of Arizona, make every effort to annually include in their operating budgets sufficient funds for the performance of their mutual obligations contained herein.

6. Dispute Resolution. The parties agree that if there is a dispute as to the terms and conditions of this Agreement, or a dispute as to the terms and conditions or the relative equity of the operation and use of a facility or athletic field, the Superintendent of the School District and the Town Manager shall meet and attempt to resolve any disputes or concerns prior to the matter coming before the Governing Board or Council of the respective bodies.

7. Posting Information. The parties agree that it's in the best interests of both that the exchange and distribution of materials with information for the public regarding respective programs, classes, athletic events, etc. should occur. Therefore, both agree to the posting and/or distribution of information to students and/or the public be provided by either party as may be requested.

PURSUANT TO the provisions of ARIZ. REV. STAT. § 11-952.D., this Agreement has been submitted to and approved by the attorney for each of the public agencies who certify that, with respect to their respective clients only, the Agreement is in proper form and it is within the powers and authorities granted under the laws of this State to the School District and Town.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

**FLORENCE UNIFIED
SCHOOL DISTRICT #1**

By: _____
Denise Guenther, President

ATTEST:

By: _____
Steve Johnson Vice-President

APPROVED AS TO FORM:

By: _____
FUSD Attorney

TOWN OF FLORENCE

By: _____
Tara Walter, Mayor

ATTEST:

By: _____
Lisa Garcia, Town Clerk

APPROVED AS TO FORM:

By: _____
Clifford L. Mattice, Town Attorney

When recorded, mail to:
Town of Florence
Town Clerk's Office
PO Box 2670
775 N. Main Street
Florence, AZ 85132

CONVEYANCE OF EASEMENT

For Ten Dollars and other valuable consideration, Florence Unified School District ("Grantor"), hereby grant to the Town of Florence ("Town"), an Arizona Municipal Corporation, an easement to install,
repair, operate, maintain and remove Water ("facilities") upon, over and under the surface of the following described property:

See Attached Description, "Exhibit A"

Together with the right of ingress and egress to, from, across and along the Grantor's Property, and with the right to use lands adjacent to said easement during temporary periods of construction; the right to operate, repair, replace, maintain, and remove facilities and appurtenances from said premises; to add to or alter said facilities at any reasonable time; and to trim or remove any trees or shrubs that in the judgement of the Town may interfere with the construction, operation or maintenance of said facilities.

By accepting this easement, the Town of Florence agrees to exercise reasonable care to avoid any damage to said real property above described.

Dated this _____ day of _____, _____.

Grantor

Exempt Pursuant to A.R.S. §11-1134(A)(2), 11-1134(A)(3)

STATE OF ARIZONA)
) ss.
County of Pinal)

The foregoing instrument was acknowledged before me this (date) by (name of person acknowledged and, if applicable, title or capacity to sign on behalf of Grantor)

Notary Public

My commission expires:

Exhibit A Attached:
Legal Description
Map

LEGAL DESCRIPTION
PUBLIC UTILITY EASEMENT

The North 16.00 feet of Lot 1 of Willow Manor as recorded in Book 8, Page 45, Pinal County Records Office. Located in the Northeast quarter of the Northeast quarter of Section 2, Township 5 South, Range 9 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona.

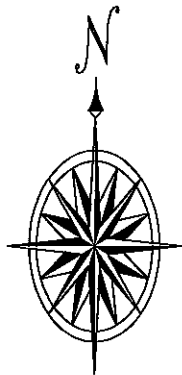


Easement Exhibit

of
A PORTION OF LOT 1 OF "WILLOW MANOR", BOOK 8, PAGE 45, LOCATED IN
SEC 2, T.5S., R.9E., OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY,
ARIZONA

16' PUBLIC UTILITY EASEMENT

LOT 18
WILLOW MANOR
BK 8, PG 45, P.C.R.
NOT A PART



SCALE 1"=30'

N 01°38'00" E
34.25'

S 88°53'00" E 137.53'

APN: 202-07-026A

N 90°00'00" W 137.77'

APN: 202-07-026B
NOT A PART

S 01°17'00" W
31.34'

30.00'

30.00'

15'
ALLEY

LOT 2
WILLOW MANOR
BK 8, PG 45, P.C.R.
NOT A PART

30'
ROW

APPARENT Q MAIN ST
(per Bk.8, Pg.45)

HANSEN
ENGINEERING & SURVEYING

115 S. MAIN ST
COOLIDGE, AZ. 85128
(520) 723-3261 FAX (520) 723-3739
WWW.HANSENSURVEY.COM

SURVEY #160063



REVIEW BY: TH

SURVEY BY: CRL
DRAWN BY: CRL

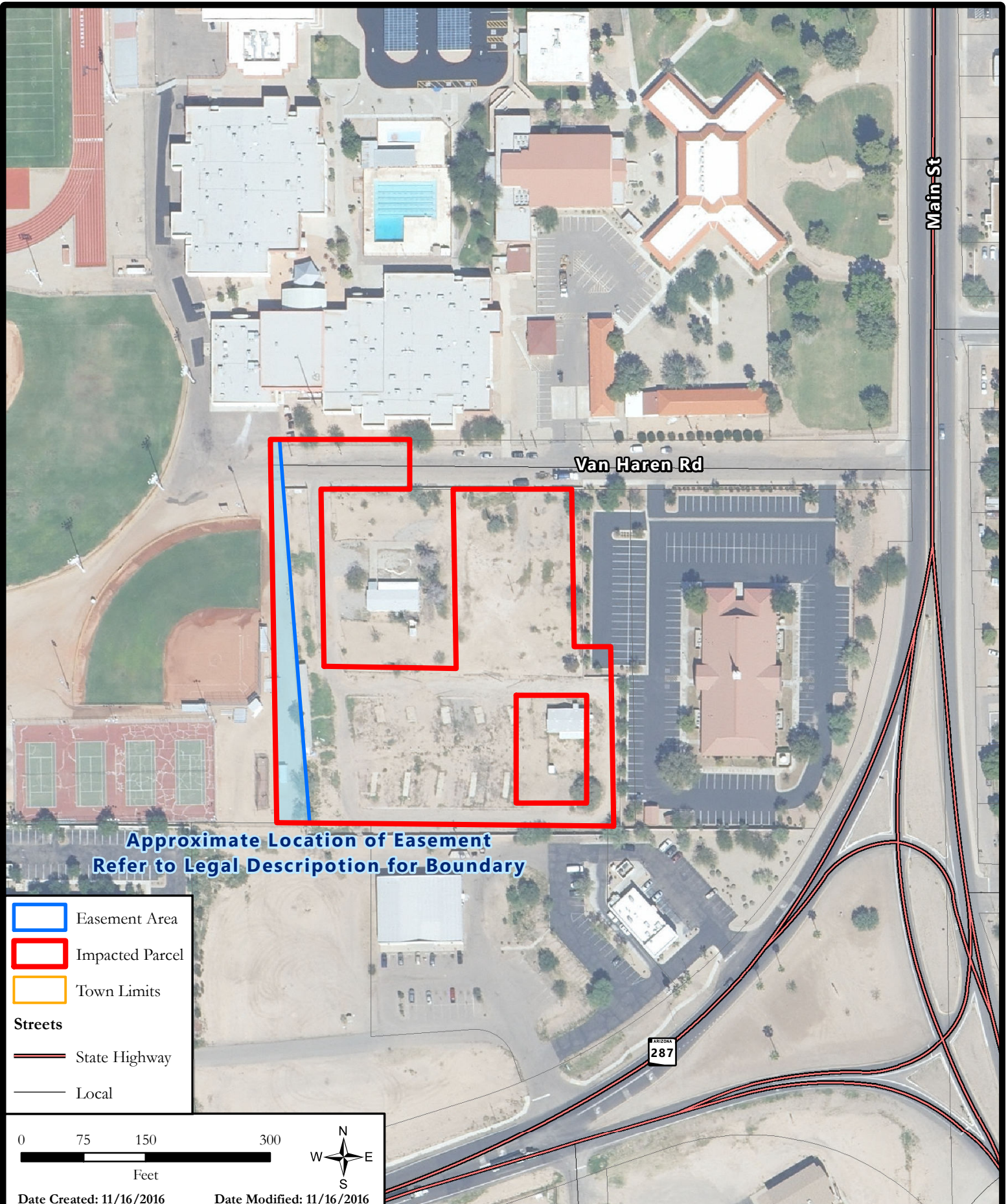
TOWN OF FLORENCE
PUBLIC WORKS
DEPARTMENT

EASEMENT
EXHIBIT

11/30/2016

1 of 1






This map is created for reference purposes only and is to be used at your own risk. The Town of Florence makes no warranty as to the accuracy or completeness of the information contained in this map and assumes no liability for any errors or omissions contained therein, nor for any direct, indirect, or consequential damages which may be caused by its use. It is the user's responsibility to verify all information contained herein. 2016-135

Town of Florence

Water Line IGA Request

Town of Florence



	<p align="center">TOWN OF FLORENCE COUNCIL ACTION FORM</p>	<p align="center"><u>AGENDA ITEM</u> 7f.</p>
<p>MEETING DATE: January 17, 2017</p> <p>DEPARTMENT: Administration</p> <p>STAFF PRESENTER: Lisa Garcia Deputy Town Manager/Town Clerk</p> <p>SUBJECT: Pinal County Mounted Posse Special Event Liquor License Application</p>		<p> <input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance </p> <p> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other </p>

RECOMMENDED MOTION/ACTION:

Recommendation to the Arizona Department of Liquor Licenses and Control on the Pinal County Mounted Posse's application for a Special Event Liquor License for their BBQ event on March 4, 2017.

BACKGROUND/DISCUSSION:

The Pinal County Mounted Posse has submitted an application for a Special Event Liquor License for their BBQ, on March 4, 2017, from 10:00 am to 10:00 pm, at the Charles Whitlow Memorial Rodeo Grounds, 4900 S. Pinal Parkway, 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 for 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 DLIC 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: Pinal County Mounted Posse

SECTION 2 Non-Profit/IRS Tax Exempt Number: 80-0768130

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: Charles Witlow Memorial Rodeo Arena

Address of Location: 11608 S. Hwy 79 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: Stinson Douglas Wayne 04-17-1967
Last First Middle Date of Birth
2. Applicant's mailing address: PO Box 36 Florence Az 85132
Street City State Zip
3. Applicant's home/cell phone: (520) 560-6404 Applicant's business phone: ()
4. Applicant's email address: pinal768@aol.com

SECTION 10

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?

☐ Yes ☒ No (If yes, attach explanation.)

2. How many special event licenses have been issued to this location this year? 1

(The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

3. Is the organization using the services of a promoter or other person to manage the event? ☐ Yes ☒ No

(If yes, attach a copy of the agreement.)

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name Pinal County Mounted Posse Percentage: 75%

Address PO Box 1128 Florence Az 85132
Street City State Zip

Name Coolidge/Florence Elks Lodge #2350 Percentage: 25%

Address 2241 N Attaway Rd Coolidge Az 85128
Street City State Zip

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

Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.

"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"

6. What type of security and control measures will you take to prevent violations of liquor laws at this event?

(List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

Number of Police 4 Number of Security Personnel ☒ Fencing ☐ Barriers

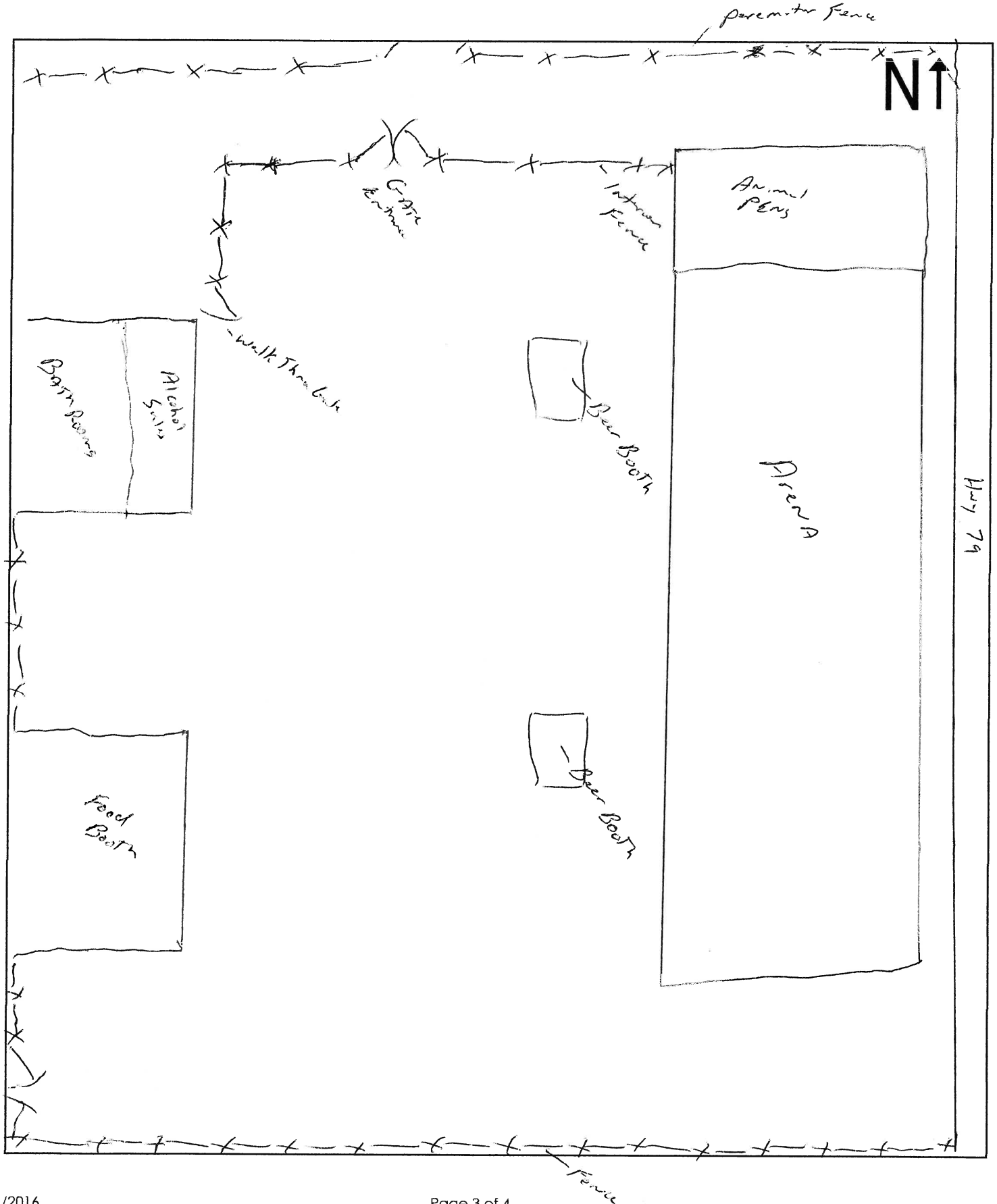
Explanation: The entire area is fenced off and local law enforcement will be in and out of the area through out the day. We will also be providing internal security staff as well

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>3-4-17</u>	<u>saturday</u>	<u>10:00 am</u>	<u>10:00 pm</u>
DAY 2:	<u></u>	<u></u>	<u></u>	<u></u>
DAY 3:	<u></u>	<u></u>	<u></u>	<u></u>
DAY 4:	<u></u>	<u></u>	<u></u>	<u></u>
DAY 5:	<u></u>	<u></u>	<u></u>	<u></u>
DAY 6:	<u></u>	<u></u>	<u></u>	<u></u>
DAY 7:	<u></u>	<u></u>	<u></u>	<u></u>
DAY 8:	<u></u>	<u></u>	<u></u>	<u></u>
DAY 9:	<u></u>	<u></u>	<u></u>	<u></u>
DAY 10:	<u></u>	<u></u>	<u></u>	<u></u>

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) Douglas W Stinson declare that I am an Officer, Director or Chairperson of the organization filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

X [Signature] President 1-10-17 (520) 560-6404

Signature Title/ Position Date Phone Number

The foregoing instrument was acknowledged before me this 10 Jan 2017

Day Month Year

State AZ County of Pinal

My Commission Expires on: 03/24/2020 [Signature]

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) Douglas W. Stinson declare that I am the APPLICANT filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

X [Signature] President 1-10-17 (520) 560-6404

Signature Title/ Position Date Phone Number

The foregoing instrument was acknowledged before me this 10 Jan 2017

Day Month Year

State AZ County of Pinal

My Commission Expires on: 03/24/2020 [Signature]

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.

	<p align="center">TOWN OF FLORENCE COUNCIL ACTION FORM</p>	<p align="center"><u>AGENDA ITEM</u> 7g.</p>
<p>MEETING DATE: January 17, 2017</p> <p>DEPARTMENT: Administration</p> <p>STAFF PRESENTER: Lisa Garcia Deputy Town Manager/Town Clerk</p> <p>SUBJECT: Pinal County Mounted Posse Special Event Liquor License Application</p>		<p> <input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance </p> <p> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other </p>

RECOMMENDED MOTION/ACTION:

Recommendation to the Arizona Department of Liquor Licenses and Control on the Pinal County Mounted Posse's application for a Special Event Liquor License for their participation in the Road to Country Thunder event, on April 1, 2017.

BACKGROUND/DISCUSSION:

The Pinal County Mounted Posse has submitted an application for a Special Event Liquor License for their participation in the Road to Country Thunder event, on April 1, 2017, from 3:00 pm to 11:30 pm, in Downtown Main Street, Florence, Arizona.

The purpose of a Special Event License is to allow charitable, civic, fraternal, political, or religious organizations to sell and serve spirituous liquor for consumption as a fundraiser. Special Event Licenses may be issued for no more than a cumulative total of 10 days in a calendar year. This is their second event for 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: Pinal County Mounted Posse

SECTION 2 Non-Profit/IRS Tax Exempt Number: 80-0768130

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: Historic main st

Address of Location: North Main St Florence pinal Az 85132
Street City COUNTY State Zip

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

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

1. Applicant: Stinson Douglas Wayne 04-17-1967
Last First Middle Date of Birth
2. Applicant's mailing address: PO Box 36 Florence Az 85132
Street City State Zip
3. Applicant's home/cell phone: (520) 560-6404 Applicant's business phone: (____)
4. Applicant's email address: pinal768@aol.com

SECTION 10

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?

☐ Yes ☒ No (If yes, attach explanation.)

2. How many special event licenses have been issued to this location this year? 0

(The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

3. Is the organization using the services of a promoter or other person to manage the event? ☐ Yes ☒ No

(If yes, attach a copy of the agreement.)

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name Pinal County Mounted Posse Percentage: 100%

Address PO Box 1128 Florence AZ 85132
Street City State Zip

Name _____ Percentage: _____

Address _____
Street City State Zip

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

Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.

"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"

6. What type of security and control measures will you take to prevent violations of liquor laws at this event?

(List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

4 Number of Police 6 Number of Security Personnel ☒ Fencing ☐ Barriers

Explanation: The entire area is fenced off and local law enforcement will be in and out of the area through out the day. Town of Florence will be providing on site enforcement as well as private security

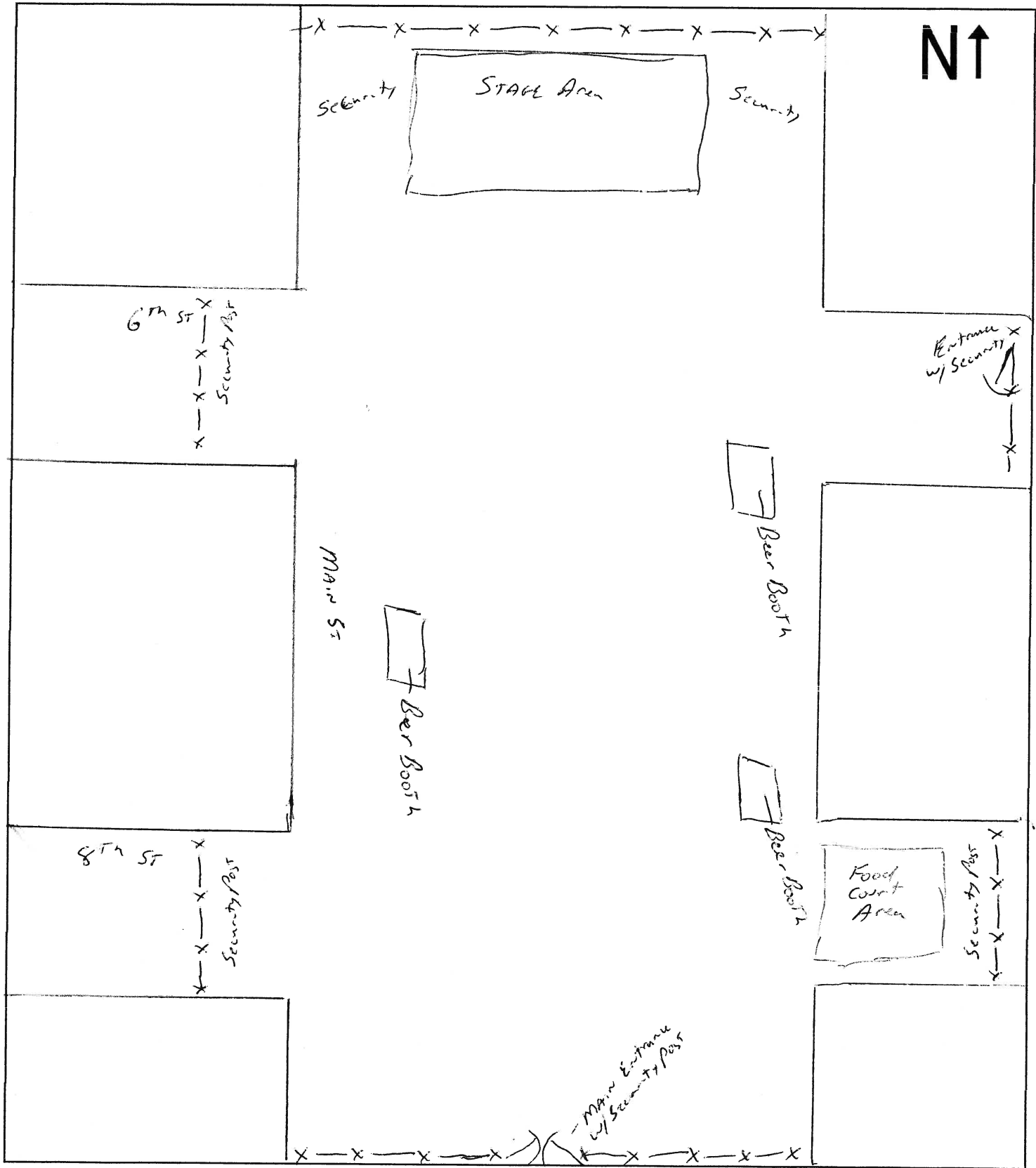
SECTION 11 Dates and Hours of Event. Days must be consecutive but may not exceed 10 consecutive days.

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

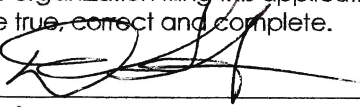
	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>4-1-17</u>	<u>saturday</u>	<u>3:00 pm</u>	<u>11:30 pm</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
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.

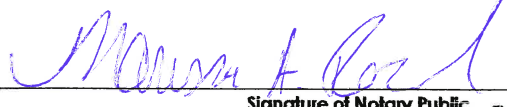
I, (Print Full Name) **Douglas W Stinson** declare that I am an Officer, Director or Chairperson of the organization filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

X  **President** **1-10-17** **(520) 560-6404**

Signature Title/ Position Date Phone Number

The foregoing instrument was acknowledged before me this **10** **Jan** **2017**

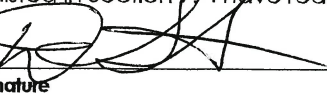
State **AZ** County of **Pinal**

My Commission Expires on: **03/24/2020** 

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) **Douglas W. Stinson** declare that I am the APPLICANT filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

X  **President** **1-10-17** **(520) 560-6404**

Signature Title/ Position Date Phone Number

The foregoing instrument was acknowledged before me this _____ Day _____ Month _____ Year

State **AZ** County of **Pinal**

My Commission Expires on: **03/24/2020** 

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> 7h.
MEETING DATE: January 17, 2017 DEPARTMENT: Administration STAFF PRESENTER: Clifford L. Mattice, Town Attorney SUBJECT: Resolution No. 1609-17: Ombudsman Complaint		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <div style="margin-left: 20px;"> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading </div> <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Adoption of Resolution No 1609-17: A **RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING AND AUTHORIZING THE TOWN OF FLORENCE'S COMPLAINT TO THE ARIZONA OMBUDSMAN CITIZENS' AIDE; AUTHORIZING THE TAKING OF ALL ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION, AND DECLARING AN EMERGENCY.**

BACKGROUND/DISCUSSION:

Florence Copper Inc. is seeking County, State, and Federal permits for the operation of a Florence Copper Project-Pilot Test Facility over groundwater of the Pinal Active Management Area. The Arizona Department of Environmental Quality ("ADEQ") authorized a Temporary Aquifer Protection, Significant Amendment. During the public process ADEQ attempted to limit the scope of the public's participation in that public hearing by limiting the scope of public comment, and by publishing an inaccurate factsheet; ADEQ also failed to record all oral comments made during the public hearing, and, instead, relied on an inadequate and incomplete transcript of that public hearing; thereby, limiting the public's right to appeal the ADEQ issuance of the Permit. The complaint to the Arizona Ombudsman will address these issues.

FINANCIAL IMPACT:

Expenses for this matter are allocated in the FY 2016/2017 adopted Town budget

STAFF RECOMMENDATION:

Adoption of Resolution No. 1609-17

ATTACHMENTS:

Resolution No. 1609-17

RESOLUTION NO. 1609-17

RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING AND AUTHORIZING THE TOWN OF FLORENCE'S COMPLAINT TO THE ARIZONA OMBUDSMAN CITIZENS' AIDE; AUTHORIZING THE TAKING OF ALL ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION AND DECLARING AN EMERGENCY.

WHEREAS, Curis Resources, Inc., now known as Florence Copper Inc. (hereafter referred to "Florence Copper Inc."), is seeking County, State, and Federal permits for the operation of a Florence Copper Project-Pilot Test Facility over groundwater of the Pinal Active Management Area; and

WHEREAS, on August 3, 2016 the Arizona Department of Environmental Quality ("ADEQ") authorized a Temporary Aquifer Protection Permit No. P-106360, Significant Amendment (the "Permit") and issued same to Florence Copper Inc.; and

WHEREAS, prior to the August 3, 2016 issuance of the Permit, on April 14, 2016, ADEQ issued public notice of its proposed amendment to that Temporary Aquifer Protection Permit No. P-106360, Significant Amendment; and

WHEREAS, pursuant to the public notice, a public hearing on the proposed amendment to that Temporary Aquifer Protection Permit No. P-106360, Significant Amendment was held on May 19, 2016; and

WHEREAS, ADEQ attempted to limit the scope of the public's participation in that public hearing by limiting the scope of public comment, and by publishing an inaccurate factsheet; and

WHEREAS, ADEQ failed to record all oral comments made during the public hearing, and, instead, relied on an inadequate and incomplete transcript of that public hearing thereby limiting the public's right to appeal the ADEQ issuance of the Permit.

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

Section 1. The execution, filing, delivery, and the full prosecution/litigation of the Town's complaint to the Arizona Ombudsman Citizens' Aide, and notices, filings, certificates, pleadings, correspondence, proceedings, agreements and other documents as may be necessary or convenient related thereto is approved and authorized.

Section 2. The Mayor, the Town Manager, the Attorneys for the Town and other officers of the Town, on behalf of the Town, are authorized and directed, without further order of the Mayor and Council of the Town of Florence, to do all such acts and things, including the full prosecution/litigation of the complaint to the Arizona Ombudsman

Citizens' Aide, and to execute, file and deliver all such notices, certificates, filings, pleadings, correspondence, proceedings, agreements and other documents as may be necessary or convenient to be executed, filed and delivered on behalf of the Town, to evidence compliance with, or further the purposes of, all the terms and conditions of this Resolution and the consummation of the transactions contemplated by, and as may be necessary to carry out the terms and intent of this Resolution.

Section 3. All actions of the officers and agents of the Town which conform to the purposes and intent of this Resolution and which further the Town's rights with respect to the complaint to the Arizona Ombudsman Citizens' Aide as contemplated by this Resolution, whether heretofore or hereafter taken, are ratified, confirmed and approved.

Section 4. If any section, paragraph, clause or phrase of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or phrase shall not affect any of the remaining provisions of this Resolution. All orders, resolutions and ordinances or parts thereof inconsistent herewith are hereby waived to the extent only of such inconsistency. This waiver shall not be construed as reviving any order, resolution or ordinance or any part thereof.

Section 5. The immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety, particularly to immediately preserve the Town's rights with respect to the approval by the United States Environmental Protection Agency, the Arizona Department of Environmental Quality, and/or Pinal County for operation of a Florence Copper Project-Pilot Test Facility over groundwater of the Pinal Active Management Area and to fully pursue the complaint to the Arizona Ombudsman Citizens' Aide, and an emergency is hereby declared to exist, and this Resolution will be in full force and effect from and after its passage by the Mayor and Council of the Town and it is hereby excepted from the referendum provisions of the Constitution and laws of the State of Arizona.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, and approved by the Mayor of the Town of Florence, Arizona, this ____ day of January, 2017.

Tara Walter, Mayor

ATTEST:

APPROVED AS TO FORM:


Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

CERTIFICATION

I hereby certify that the foregoing Resolution No. _____ was duly passed and adopted by the Mayor and Council of the Town of Florence, Arizona, at a council meeting held on the _____ day of January, 2017, and the vote was _____ ayes and _____ nays.

Lisa Garcia, Town Clerk

	<p align="center">TOWN OF FLORENCE COUNCIL ACTION FORM</p>	<p align="center"><u>AGENDA ITEM</u> 7i.</p>
<p>MEETING DATE: January 17, 2017</p> <p>DEPARTMENT: Administration</p> <p>STAFF PRESENTER: Clifford L. Mattice, Town Attorney</p> <p>SUBJECT: Resolution No. 1610-17: Appeal challenging the validity and issuance of the Pinal County Air Quality Control District's Permit No. B31219.000</p>		<p> <input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance </p> <p> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other </p>

RECOMMENDED MOTION/ACTION:

Adoption of Resolution No 1610-17: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING AND AUTHORIZING THE TOWN OF FLORENCE'S APPEAL CHALLENGING THE VALIDITY AND ISSUANCE OF THE PINAL COUNTY AIR QUALITY CONTROL DISTRICT'S PERMIT No. B31219.000; AUTHORIZING THE TAKING OF ALL ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION AND DECLARING AN EMERGENCY.

BACKGROUND/DISCUSSION:

Florence Copper Inc. submitted an application to the Pinal County Air Quality Control District for a Class II Renewal Air Quality Permit. In October of 2016, Pinal County issued a draft Permit. A public hearing was held on January 4, 2017, where the Town of Florence, and other interested parties submitted oral and/or written comments to the draft Permit. The Town is seeking authorization to appeal the permit if Pinal County grants the Permit to Florence Copper Inc.

FINANCIAL IMPACT:

Expenses for this matter are allocated in the FY 2016/2017 adopted Town budget.

STAFF RECOMMENDATION:

Adoption of Resolution No. 1610-17

ATTACHMENTS:

Resolution No. 1610-17

RESOLUTION NO. 1610-17

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING AND AUTHORIZING THE TOWN OF FLORENCE'S APPEAL CHALLENGING THE VALIDITY AND ISSUANCE OF THE PINAL COUNTY AIR QUALITY CONTROL DISTRICT'S PERMIT No. B31219.000; AUTHORIZING THE TAKING OF ALL ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION AND DECLARING AN EMERGENCY.

WHEREAS, Curis Resources, Inc., now known as Florence Copper Inc. (hereafter referred to "Florence Copper Inc."), submitted an application to the Pinal County Air Quality Control District (the "Pinal County") for a Class II Renewal Air Quality Permit, Permit No. B31219.000 (the "Permit"); and

WHEREAS, in approximately October of 2016, Pinal County issued a draft Permit; and

WHEREAS, the Town of Florence and other interested parties requested a public hearing which was set for January 4, 2017 by Pinal County; and

WHEREAS, at the January 4, 2017 public hearing, the Town of Florence and other interested parties submitted oral and/or written comments to the draft Permit; and

WHEREAS, if Pinal County authorizes the Permit and grants the Permit to Florence Copper Inc., said Permit will be subject to an appeal; and

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

Section 1. If Pinal County authorizes and grants the Class II Renewal Air Quality Permit, Permit No. B31219.000, the execution, filing, delivery, and the full prosecution/litigation of the Town's appeal challenging the validity and the issuance of the Class II Renewal Air Quality Permit, and notices, filings, certificates, pleadings, correspondence, proceedings, agreements and other documents as may be necessary or convenient related thereto is approved and authorized.

Section 2. The Mayor, the Town Manager, the Attorneys for the Town and other officers of the Town, on behalf of the Town, are authorized and directed, without further order of the Mayor and Council of the Town, to do all such acts and things, including the full prosecution/litigation of the appeal, and to execute, file and deliver all such notices, certificates, filings, pleadings, correspondence, proceedings, agreements and other documents as may be necessary or convenient to be executed, filed and delivered on behalf of the Town, to evidence compliance with, or further the purposes of all the terms and conditions of this Resolution and the consummation of the transactions

contemplated by, and as may be necessary to carry out the terms and intent of, this Resolution.

Section 3. All actions of the officers and agents of the Town which conform to the purposes and intent of this Resolution and which further the Town's rights with respect to the appeal as contemplated by this Resolution, whether heretofore or hereafter taken, are ratified, confirmed and approved.

Section 4. If any section, paragraph, clause or phrase of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or phrase shall not affect any of the remaining provisions of this Resolution. All orders, resolutions and ordinances or parts thereof inconsistent herewith are hereby waived to the extent only of such inconsistency. This waiver shall not be construed as reviving any order, resolution or ordinance or any part thereof.

Section 5. The immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety, particularly to immediately preserve the Town's rights with respect to the approval by the United States Environmental Protection Agency, the Arizona Department of Environmental Quality, and/or Pinal County for operation of a Florence Copper Project-Pilot Test Facility over groundwater of the Pinal Active Management Area and to fully pursue the appeal, and an emergency is hereby declared to exist, and this Resolution will be in full force and effect from and after its passage by the Mayor and Council of the Town and it is hereby excepted from the referendum provisions of the Constitution and laws of the State of Arizona.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, and approved by the Mayor of the Town of Florence, Arizona, this ____ day of January, 2017.

Tara Walter, Mayor

ATTEST:

APPROVED AS TO FORM:


Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

CERTIFICATION

I hereby certify that the foregoing Resolution No. _____ was duly passed and adopted by the Mayor and Common Council of the Town of Florence, Arizona, at a council meeting held on the ____ day of January, 2017, and the vote was _____ ayes and _____ nays.

Lisa Garcia, Town Clerk

	<p align="center">TOWN OF FLORENCE COUNCIL ACTION FORM</p>	<p align="center"><u>AGENDA ITEM</u> 7j.</p>
<p>MEETING DATE: January 17, 2017</p> <p>DEPARTMENT: Administration</p> <p>STAFF PRESENTER: Clifford L. Mattice, Town Attorney</p> <p>SUBJECT: Resolution No. 1611-17: Limited Joint Defense and Information Sharing Agreement</p>		<p> <input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance </p> <p> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other </p>

RECOMMENDED MOTION/ACTION:

Adoption of Resolution No 1611-17: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING AND AUTHORIZING THE TOWN OF FLORENCE TO ENTER INTO A SUPPLEMENT TO LIMITED JOINT DEFENSE AND INFORMATION SHARING AGREEMENT; AUTHORIZING THE TAKING OF ALL ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION, AND DECLARING AN EMERGENCY.

BACKGROUND/DISCUSSION:

The Town of Florence entered into a Limited Joint Defense and Information Sharing Agreement with Southwest Value Partners and its affiliate SWVP-GTIS MR, LLC, Pulte Home Corporation, and Johnson Utilities, on August 5, 2013. On September 20, 2016, the Town of Florence entered into a Supplement to Limited Joint Defense and Information Sharing Agreement with Southwest Value Partners and its affiliate SWVP-GTIS MR, LLC. and Pulte Home Corporation (collectively, the "Parties"). The Town of Florence may pursue an additional supplement to the Agreement to provide for the joint defense of the United States Environmental Protection Agency Class III In-Situ Production Of Copper Permit No. R9UIC-AZ3-FY11-1, the complaint to the Arizona Ombudsman Citizens' Aide, and the Pinal County Air Quality Control District Class II Renewal Air Quality Permit, Permit NO. B31219.000. Resolution No. 1611-17 authorizes the negotiation, execution, filing, and delivery an additional supplement to the Limited Joint Defense and Information Sharing Agreement, and notices, filings, certificates, pleadings, correspondence, proceedings, agreements and other documents as may be necessary or convenient related thereto is approved and authorized.

FINANCIAL IMPACT:

Expenses for this matter are allocated in the FY 2016/2017 adopted Town budget

STAFF RECOMMENDATION:

Adoption of Resolution No. 1611-17

ATTACHMENTS:

Resolution No. 1611-17

RESOLUTION NO. 1611-17

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING AND AUTHORIZING THE TOWN OF FLORENCE TO ENTER INTO A SUPPLEMENT TO LIMITED JOINT DEFENSE AND INFORMATION SHARING AGREEMENT; AUTHORIZING THE TAKING OF ALL ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION, AND DECLARING AN EMERGENCY.

WHEREAS, on August 5, 2013, the Town of Florence entered into a Limited Joint Defense and Information Sharing Agreement with Southwest Value Partners and its affiliate SWVP-GTIS MR, LLC, Pulte Home Corporation, and Johnson Utilities; and

WHEREAS, on September 20, 2016, the Town of Florence entered into a Supplement To Limited Joint Defense and Information Sharing Agreement with Southwest Value Partners and its affiliate SWVP-GTIS MR, LLC. and Pulte Home Corporation (collectively, the "Parties") (the "Agreement"); and

WHEREAS, the Parties have interests affected by the proposal of Curis Resources, Inc., now known as Florence Copper, Inc., to operate a copper mine in Florence, Arizona, which interests may need to be protected in administrative or civil litigation, including but not limited to condemnation matters initiated by the Town of Florence; and

WHEREAS, the Town of Florence may pursue an additional supplement to the Agreement to provide for the joint defense of the United States Environmental Protection Agency Class III In-Situ Production Of Copper Permit No. R9UIC-AZ3-FY11-1, the complaint to the Arizona Ombudsman Citizens' Aide, and the Pinal County Air Quality Control District Class II Renewal Air Quality Permit, Permit No. B31219.000; and

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

Section 1. The negotiation, execution, filing, and delivery an additional supplement to the Limited Joint Defense and Information Sharing Agreement, and notices, filings, certificates, pleadings, correspondence, proceedings, agreements and other documents as may be necessary or convenient related thereto is approved and authorized.

Section 2. The Mayor, the Town Manager, the Attorneys for the Town and other officers of the Town, on behalf of the Town, are authorized and directed, without further order of the Mayor and Council of the Town, to do all such acts and things, including the negotiation, execution, filing, and delivery all such notices, certificates, filings, pleadings, correspondence, proceedings, agreements and other documents as may be necessary or convenient to be executed, filed and delivered on behalf of the Town, to evidence compliance with, or further the purposes of, all the terms and conditions of this

Resolution and the consummation of the transactions contemplated by, and as may be necessary to carry out the terms and intent of this Resolution.

Section 3. All actions of the officers and agents of the Town which conform to the purposes and intent of this Resolution and which further the Town's rights with respect to the appeal as contemplated by this Resolution, whether heretofore or hereafter taken, are ratified, confirmed and approved.

Section 4. If any section, paragraph, clause or phrase of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or phrase shall not affect any of the remaining provisions of this Resolution. All orders, resolutions and ordinances or parts thereof inconsistent herewith are hereby waived to the extent only of such inconsistency. This waiver shall not be construed as reviving any order, resolution or ordinance or any part thereof.

Section 5. The immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety, particularly to immediately preserve the Town's rights with respect to the approval by the United States Environmental Protection Agency, the Arizona Department of Environmental Quality, and/or Pinal County for operation of a Florence Copper Project-Pilot Test Facility over groundwater of the Pinal Active Management Area and to fully pursue a supplement to the Limited Joint Defense and Information Sharing Agreement, and an emergency is hereby declared to exist, and this Resolution will be in full force and effect from and after its passage by the Mayor and Council of the Town and it is hereby excepted from the referendum provisions of the Constitution and laws of the State of Arizona.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, and approved by the Mayor of the Town of Florence, Arizona, this ____ day of January, 2017.

Tara Walter, Mayor

ATTEST:

APPROVED AS TO FORM:


Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

CERTIFICATION

I hereby certify that the foregoing Resolution No. _____ was duly passed and adopted by the Mayor and Common Council of the Town of Florence, Arizona, at a council meeting held on the ____ day of January, 2017, and the vote was _____ ayes and _____ nays.

Lisa Garcia, Town Clerk

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7k.
MEETING DATE: January 17, 2017 DEPARTMENT: Administration STAFF PRESENTER: Clifford L. Mattice, Town Attorney SUBJECT: Resolution No. 1612-17: U.S. Environmental Protection Agency's Class III In-Situ Production of Copper Permit No. R9UIC-AZ3-FY11-1.		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Adoption of Resolution No 1612-17: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING AND AUTHORIZING THE TOWN OF FLORENCE'S APPEAL CHALLENGING THE VALIDITY AND ISSUANCE OF THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY'S CLASS III IN-SITU PRODUCTION OF COPPER PERMIT NO. R9UIC-AZ3-FY11-1; AUTHORIZING THE FULL PROSECUTION/LITIGATION OF THE APPEAL, AND THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION AND DECLARING AN EMERGENCY.

BACKGROUND/DISCUSSION:

Florence Copper Inc. is seeking County, State, and Federal permits for the operation of a Florence Copper Project-Pilot Test Facility over groundwater of the Pinal Active Management Area. Florence Copper Inc. submitted an application to the United States Environmental Protection Agency ("EPA") for a Class III In-Situ Production of Copper Permit. The EPA authorized and issued to Florence Copper Inc. the Class III In-Situ Production of Copper Permit on December 20, 2016. The authorization and issuance of the Class III In-Situ Production of Copper Permit is subject to appeal. The filing deadline for an appeal is January 20, 2017.

FINANCIAL IMPACT:

Expenses for this matter are allocated in the FY 2016/2017 adopted Town budget.

STAFF RECOMMENDATION:

Adoption of Resolution No. 1612-17

ATTACHMENTS:

Resolution No. 1612-17

RESOLUTION NO. 1612-17

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING AND AUTHORIZING THE TOWN OF FLORENCE'S APPEAL CHALLENGING THE VALIDITY AND ISSUANCE OF THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY'S CLASS III IN-SITU PRODUCTION OF COPPER PERMIT NO. R9UIC-AZ3-FY11-1; AUTHORIZING THE FULL PROSECUTION/LITIGATION OF THE APPEAL, AND THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION AND DECLARING AN EMERGENCY.

WHEREAS, Curis Resources, Inc., now known as Florence Copper Inc. (hereafter referred to "Florence Copper Inc."), submitted an application to the United States Environmental Protection Agency ("U.S. EPA") for a Class III In-Situ Production Of Copper Permit; and

WHEREAS, the U.S. EPA authorized and issued to Florence Copper Inc. the Class III In-Situ Production Of Copper Permit No. R9UIC-AZ3-FY11-1 on December 20, 2016; and

WHEREAS, the authorization and issuance of the Class III In-Situ Production Of Copper Permit is subject to appeal; and

WHEREAS, the filing deadline for the appeal is January 20, 2017; and

WHEREAS, the filing of an appeal challenging the validity and issuance of the Class III In-Situ Production Of Copper Permit and the full prosecution/litigation thereof is in furtherance of the purposes of the Town of Florence (the "Town") and in the public interest;

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

Section 1. The execution, filing, delivery, and the full prosecution/litigation of the Town's appeal challenging the validity and issuance of the Class III In-Situ Production Of Copper Permit, and notices, filings, certificates, pleadings, correspondence, proceedings, agreements and other documents as may be necessary or convenient related thereto is approved and authorized.

Section 2. The Mayor, the Town Manager, the Attorneys for the Town and other officers of the Town, on behalf of the Town, are authorized and directed, without further order of the Mayor and Common Council of the Town, to do all such acts and things, including the full prosecution/litigation of the appeal, and to execute, file and deliver all such notices, certificates, filings, pleadings, correspondence, proceedings, agreements and other documents as may be necessary or convenient to be executed, filed and

delivered on behalf of the Town, to evidence compliance with, or further the purposes of, all the terms and conditions of this Resolution and the consummation of the transactions contemplated by, and as may be necessary to carry out the terms and intent of, this Resolution.

Section 3. All actions of the officers and agents of the Town which conform to the purposes and intent of this Resolution and which further the Town's rights with respect to the Class III In-Situ Production Of Copper Permit as contemplated by this Resolution, whether heretofore or hereafter taken, are ratified, confirmed and approved.

Section 4. If any section, paragraph, clause or phrase of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or phrase shall not affect any of the remaining provisions of this Resolution. All orders, resolutions and ordinances or parts thereof inconsistent herewith are hereby waived to the extent only of such inconsistency. This waiver shall not be construed as reviving any order, resolution or ordinance or any part thereof.

Section 5. The immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety, particularly to immediately preserve the Town's rights with respect to the approval by the U.S. EPA and/or the Arizona Department of Environmental Quality for operation of a Florence Copper Project-Pilot Test Facility over groundwater of the Pinal Active Management Area and to assert, before the expiration of the January 20, 2017 appeal deadline, an appeal challenging the validity and issuance of the Class III In-Situ Production Of Copper Permit No. R9UIC-AZ3-FY11-1, and an emergency is hereby declared to exist, and this Resolution will be in full force and effect from and after its passage by the Mayor and Common Council of the Town and it is hereby excepted from the referendum provisions of the Constitution and laws of the State of Arizona.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, and approved by the Mayor of the Town of Florence, Arizona, this ____ day of January, 2017.

Tara Walter, Mayor

ATTEST:

APPROVED AS TO FORM:


Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

CERTIFICATION

I hereby certify that the foregoing Resolution No. _____ was duly passed and adopted by the Mayor and Common Council of the Town of Florence, Arizona, at a council meeting held on the ____ day of January, 2017, and the vote was _____ ayes and _____ nays.

Lisa Garcia, Town Clerk

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 71.
MEETING DATE: January 17, 2017 DEPARTMENT: Public Works STAFF PRESENTER: Christopher A. Salas, P.E. Public Works Director/Town Engineer SUBJECT: Resolution No. 1613-17 Attaway Road Right-of-Way.		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <div style="margin-left: 20px;"> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading </div> <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Motion to adopt Resolution No. 1613-17: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ACCEPTING AND APPROVING THE DEDICATION OF A RIGHT-OF-WAY ON ATTAWAY ROAD FROM THE STATE OF ARIZONA, BY AND THROUGH THE ARIZONA STATE LAND DEPARTMENT.

BACKGROUND/DISCUSSION:

The Town has been working with Pinal County to exchange certain road maintenance responsibilities and right of way (ROW) to best use current resources. On the June 20th 2016 Council meeting the Town Council approved the IGA agreeing that the Town of Florence will be responsible for a portion of Attaway Road between Judd Road and Magma Road.

FINANCIAL IMPACT:

This specific request does not have a financial impact to the Town.

From a longer term perspective, the property containing this ROW will be utilized for development and the ROW would then become perpetual Town-owned public roads. This would then be a land asset for the Town and the Town would also maintain the roadways as is with all public ROW.

RECOMMENDATION:

Motion to adopt Resolution No. 1613-17, approving the agreement granting ROW for Attaway Road between Judd Road and Magma Road.

ATTACHMENTS:

- Resolution No. 1613-17
- Arizona State Land Agreement – Attaway Road

RESOLUTION NO. 1613-17

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ACCEPTING THE DEDICATION OF RIGHT-OF-WAY FOR A PORTION OF NORTH ATTAWAY ROAD PURSUANT TO THE CONDITIONS CONTAINED IN STATE LAND DEPARTMENT STATE OF ARIZONA RIGHT OF WAY AGREEMENT R/W NO. 16-119162 ("ROW AGREEMENT"), AND AUTHORIZING THE MAYOR TO EXECUTE THE ATTACHED ROW AGREEMENT.

WHEREAS, Pinal County and the State of Arizona State Land Department desire to grant certain rights-of-way on, over, through, and across the State lands described in the attached ROW Agreement;

WHEREAS, it is the role of the Town Council of the Town of Florence to accept real property into the Town's inventory of public rights-of-way

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

Section 1. That the Mayor of the Town of Florence is authorized and directed to execute the State Land Department State of Arizona Right of Way Agreement R/W No. 16-119162 ("ROW Agreement"), including the Additional Conditions and Exhibits attached hereto as **Exhibit "1"**, along with any documentation necessary to complete the granting/dedication of the right-of-way.

Section 2. Intent: To accept that portion of land along North Attaway Road described in **Exhibit "1"**, including the Additional Conditions, into the Town's public right-of-way inventory.

Section 3. Right-of-way Dedication: The right-of-way in this dedication consists of that portion of real property as shown in the legal description and/or visual depiction of right-of-way contained in Exhibit A of the ROW Agreement attached as **Exhibit "1"** hereto.

Section 4. Grant authority to the Town Manager to make non-substantial modifications to all applicable right-of-way documentation as such is mutually agreed to by the grantor and the grantee.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, this ____ day of January 2017.

Tara Walter, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

STATE LAND DEPARTMENT STATE OF ARIZONA

Right of Way

R/W No. 16-119162

THIS RIGHT OF WAY (“Right of Way”) is entered into by and between the State of Arizona (as “Grantor”) by and through the Arizona State Land Department and

TOWN OF FLORENCE

(“Grantee”). In consideration of payment and performance by the parties of each of the provisions set forth herein, the parties agree as follows:

EXTENT OF DOCUMENT

“Additional Conditions”, “Exhibits”, and “Appendixes” are an integral part of this document. In case of a conflict between the printed boiler document and the additional conditions, exhibits, or appendixes, the applicable additional condition, exhibit, or appendix shall be considered the governing document and supersede the printed boiler, but only to the extent necessary to implement the additional condition, exhibit, or appendix, and only if the additional condition, exhibit, or appendix does not conflict with governing state or federal law.

ARTICLE 1 SUBJECT LAND

1.1 Grantor grants to Grantee a Right of Way on, over, through, and across the State lands described in Appendix A attached hereto (“Subject Land”).

1.2 Grantee makes use of the Subject Land “as is”, and Grantor makes no express or implied warranties as to the physical condition of the Subject Land.

ARTICLE 2 TERM

2.1 The term of this Right of Way commences on October 6, 2016 (“Commencement Date”), and runs for a perpetual term (“Expiration Date”), unless sooner canceled or terminated as provided herein or as provided by law.

ARTICLE 3

RENT

3.1 Rental is due in advance for the term of this Right of Way document.

3.2 If the Grantee should fail to pay rental when due, or fail to keep the covenants and agreements herein set forth, the Commissioner, at his option, may cancel said Right of Way or declare the same forfeited in the manner provided by law.

ARTICLE 4

PURPOSE AND USE OF SUBJECT LAND

4.1 The purpose of this Right of Way is the location, construction, operation, and maintenance of:

public road

4.2 No material may be removed by Grantee or its contractors without the written approval of the Commissioner.

4.3 Grantee shall not exclude from use the State of Arizona, its lessees or grantees, or the general public the right of ingress and egress over this Right of Way.

4.4 Grantee shall acquire required permits prior to construction, and adhere to all applicable rules, regulations, ordinances, and building codes as promulgated by the local jurisdiction and any applicable State or Federal agencies.

4.5 All use of State land outside the Right of Way must be applied for and authorized in accordance with applicable law.

4.6 Grantee shall not sublet or assign this Right of Way or any portion thereof without the written consent of the Grantor.

4.7 The Grantor retains ownership of the Subject Land. The use of this Right of Way is to be non-exclusive. This Right of Way is sold subject to existing reservations, easements, or rights of way heretofore legally obtained and now in full force and effect.

4.8 When necessary for Grantee's reasonable use of this Right of Way for the purposes for which the grant is made, it shall be deemed to include the rights in, upon, over, and across the described Subject Land to erect, construct, reconstruct, replace, repair, and maintain the facilities authorized by this Right of Way.

4.9 Grantee shall have the right to erect, maintain, and use gates in all fences under the control of the Grantor which now cross or shall hereafter cross said Right of Way, and to trim, cut, and clear away trees or brush whenever in its judgment the same shall be necessary for the convenient and safe exercise of the right herein provided.

4.10 Grantee shall not fence any portion of this Right of Way unless specifically authorized in the attached additional conditions without prior written consent of Grantor, nor shall Grantee exclude from the use of the surface thereof the State of Arizona or its lessees or grantees as reserved in Paragraph 10.1.

ARTICLE 5

CONFORMITY TO LAW

5.1 This Right of Way is subject to applicable laws and covenants relating to State lands.

ARTICLE 6

CANCELLATION, TERMINATION AND ABANDONMENT

6.1 This Right of Way is subject to cancellation pursuant to A.R.S. § 38-511.

6.2 If at any time the Right of Way ceases to be used for the purpose for which it was granted, it shall become void, and the right to use the Subject Land and all the rights of Grantee hereunder shall revert to the Grantor.

6.3 Upon revocation or termination of the Right of Way, the Grantee shall remove all equipment or facilities and, so far as is reasonably possible, restore and/or rehabilitate the Subject Land to its original condition, and to the satisfaction of the Commissioner.

ARTICLE 7

INDEMNITY

7.1 This provision is pursuant to the July 12, 2000 memorandum issued by the Risk Management Section of the Arizona Department of Administration applicable to all political subdivisions of the State.

Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorneys' 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 fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

ARTICLE 8

RESERVATIONS; RELINQUISHMENTS

8.1 Grantor reserves the right to grant other rights in, upon, over, and across the described Subject Land for any purpose whatsoever not inconsistent or incompatible with the use allowed by this indenture, and the Grantee agrees not to exclude the Grantor or its lessees or grantees from the use of the Subject Land herein described.

8.2 Grantor reserves **all** natural resources, timber, and minerals (including oil or gas) in or upon the described Subject Land, and the right to grant leases, permits, easements, and/or rights of way to extract such resources as provided by law and in a manner not inconsistent or incompatible with Grantee rights hereunder. Where inconsistent or incompatible uses exist, the Grantor will require the applicant therefor to indemnify Grantee for loss it might suffer by reason of such use.

8.3 Grantor reserves the right to relinquish to the United States pursuant to the U.S. Act of August 30, 1890, land needed for irrigation works in connection with a government reclamation project.

ARTICLE 9

LOCATION, CONSTRUCTION AND MAINTENANCE

9.1 Grantee shall ensure full compliance with the terms and conditions of this Right of Way by its agents, employees, and contractors (including sub-contractors of any tier), and the employees of each of them and shall include the terms and conditions in all contracts and sub-contracts which are entered into by any of them.

9.2 Failure or refusal of Grantee's agents, employees, contractors, sub-contractors, or their employees to comply with these terms and conditions shall be deemed to be the failure or refusal of Grantee.

ARTICLE 10

NATIVE PLANTS AND CULTURAL RESOURCES

10.1 (a) Pursuant to A.R.S. §§ 41-841 and 41-842, Grantee, Grantee's employees, and Grantee's guests shall not excavate or collect any prehistoric or historic archaeological specimens on the Subject Land without a permit from the Director of the Arizona State Museum and written approval of Grantor pursuant to the terms of this Right of Way. Grantee shall immediately report any unpermitted excavation or collection of archaeological specimens on the Subject Land to the Arizona State Museum and Grantor.

(b) Pursuant to A.R.S. § 41-844, Grantee shall report to the Director of the Arizona State Museum and Grantor any prehistoric or historic archaeological site, or paleontological site, that is discovered on the Subject Land by Grantee, Grantee's employees, or Grantee's guests, and shall, in consultation with the Director of the Arizona State Museum and Grantor, immediately take all reasonable steps to secure the preservation of the discovery.

10.2 (a) Grantee shall not move, use, destroy, cut or remove or permit to be moved, used, destroyed, cut or removed any timber, cactus, native plants, standing trees or products of the land except that which is necessary for the use of the Subject Land, and then only with the prior written approval of Grantor. For undeveloped land, the Grantee must submit a plant survey prior to the removal of any native plant. If the removal or destruction of plants protected under the Arizona Native Plant Law (A.R.S. § 3-901 et seq.,

or any successor statutes) is necessary to the use of the Subject Land, Grantee shall also obtain the prior written approval of the Arizona Department of Agriculture. In the event the Grantee removes the native plants, the Grantee must pay a vegetation fee to the Grantor and this fee is not a reimbursable improvement.

(b) Grantee is responsible for treatment of all regulated and restricted noxious weeds listed by the Arizona Department of Agriculture.

ARTICLE 11

GRANTEE SHALL PROTECT AND RESTORE THE SUBJECT LAND

11.1 Grantee shall be required, upon completion of Right of Way construction, to make such rehabilitation measures on the State lands, including but not limited to restoration of the surface, revegetation, and fencing as determined necessary by the Grantor.

11.2 Grantee shall conduct all construction and maintenance activities in a manner that will minimize disturbance to all land values including, but not limited to vegetation, drainage channels, and streambanks. Construction methods shall be designed to prevent degradation of soil conditions in areas where such degradation would result in detrimental erosion or subsidence. Grantee shall take such other soil and resource conservation and protection measures on the Subject Land under grant as determined necessary by the Grantor.

11.3 Costs incurred by the Grantee in complying with restoration and rehabilitation requirements, as determined by the Department, on State lands shall be borne by the Grantee.

11.4 Grantee shall conduct its operations on the Subject Land in such a manner as is consistent with good environmental practices. Grantee shall exert reasonable efforts to avoid damage of protected flora, and restore the surface to its condition prior to the occupancy thereof by Grantee.

ARTICLE 12

MISCELLANEOUS

12.1 The described Subject Land shall be used only for the purpose stated in Paragraph 4.1, and as may be further detailed elsewhere in this document.

12.2 This Document is submitted for examination and shall have no binding effect on the parties unless and until executed by the Grantor (after execution by the Grantee), and until a fully executed copy is delivered to the Grantee.

12.3 In the event of a dispute between the parties to this Right of Way, it is agreed to use arbitration to resolve the dispute, but only to the extent required by A.R.S. § 12-

1518. In no event shall arbitration be employed to resolve a dispute which is otherwise subject to administrative review by the Department.

12.4 Insurance provisions are intentionally omitted from this Permit pursuant to the July 12, 2000 memorandum issued by the Risk Management Section of the Arizona Department of Administration to all political subdivisions of the State.

12.5 The Grantor does not represent or warrant that access exists over other State lands which intervene respectively between the above Right of Way and the nearest public roadway.

12.6 If for any reason the State of Arizona does not have title to any of the Subject Land described herein, this Right of Way shall be null and void insofar as it relates to the land to which the State has failed to receive title.

12.7 Every obligation of the State under this Right of Way is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Right of Way, this Right of Way may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or any damages as a result of termination under this paragraph.

12.8 The parties agree to be bound by applicable State and Federal rules governing Equal Employment Opportunity, Non-discrimination and Disabilities, including Executive Order No. 2009-09.

12.9 Within 30 days of project completion, Grantee shall submit a completed certificate of construction (copy attached).

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These Additional Conditions are attached to and made a part of the Right of Way boiler plate form (the "Boiler Plate"). The term "Section" when used in these Additional Conditions shall be deemed to refer to the Section numbers of the text in the Boiler Plate. The term "Paragraph" when used in these Additional Conditions shall be deemed to refer to the Paragraph numbers of the text in these Additional Conditions. The term "Right of Way" shall mean the Boiler Plate as supplemented by these Additional Conditions.

1. LEGAL DESCRIPTION, RENT AND PURPOSE

1.1 A legal description and/or a visual depiction of this Right of Way is/are detailed in EXHIBIT A attached hereto. Subject to Grantor's rules and policies then in place, and as a result of construction-related restrictions, Grantor and Grantee may agree to modify the legal description by the Grantee submitting "as built" or "proposed realignment" legal descriptions, depending on the situation, to Grantor for Grantor's review. If approved by Grantor, and additional acreage is impacted, Grantee agrees to pay an appraised or pro-rated charge as Grantor determines is appropriate. No refund will be made for a reduction in acreage.

1.2 Grantor reserves the right to grant additional access rights, or any other rights not in conflict with the rights granted herein, to other parties at the Grantor's sole discretion.

1.3 This Right of Way is for the purpose of a Public Roadway and does not permit any underground or above ground facilities without proper rights authorized or issued by Grantor, assignees or its successors.

1.3.1 This Right of Way prohibits the erection of any type advertising sign(s) or monument structure(s) without proper rights authorized or issued by Grantor, assignees or its successors.

2. CONSTRUCTION, MAINTENANCE AND OPERATION

2.1 Grantee is responsible for complying with all federal, state and local guidelines in regards to the construction, maintenance and operation of this Right of Way grant and its associated appurtenances.

2.2 Prior to construction, and at the request of the Grantor, Grantee shall provide construction plans (no larger than 11" x 17" format) and applicable drainage report(s),

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engineering infrastructure report(s) or studies, and any Clean Water Act (CWA) Section 401 or 404 documents to the Grantor for the Grantor's review.

2.3 Grantee shall conduct all construction and maintenance activities in a manner that will minimize disturbance to surface features affecting adjacent land values, including, but not limited to, vegetation, drainage channels and stream banks.

2.4 Grantee shall be responsible for controlling noxious weeds as listed by the Arizona Department of Agriculture for the term of this Right of Way. Grantor recommends Grantee review Arizona Department of Agriculture website for prohibited and restricted noxious weed rules and regulations.

2.4.1 All vehicles and/or equipment entering State Trust land for maintenance of the Subject Land shall be power washed, including the undercarriage, to prevent the spread of noxious weeds.

2.5 Grantee agrees that any rubbish or debris from construction and maintenance work shall be removed and properly disposed of at its expense. Disposal of construction-related and maintenance-related materials on State Trust land is strictly prohibited.

2.6 Specific sites where construction and maintenance equipment and vehicles shall not be allowed (e.g. archaeological sites, areas with threatened or endangered species, or fragile watersheds) shall be clearly marked onsite by the Grantee prior to the beginning of any construction, maintenance or other ground disturbing activities. Grantee shall take any and all steps necessary to ensure that these sites are not touched.

2.7 All equipment shall be removed from the site within seven (7) days of project completion.

2.8 Grantee shall be responsible for weed control on disturbed areas within the limits of this Right of Way, and shall be responsible for consultation with the Grantor and/or local authorities for acceptable weed control methods.

2.9 For construction after Commencement Date of this Right of Way: Prior to commencement of construction Grantee shall submit and receive Grantor approval for a plan to restore and rehabilitate disturbed areas remaining once construction has been completed. The plan shall include, but not be limited to, reseeding, reforestation, erosion control, and watershed protection measures.

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2.10 For ground disturbance after Commencement Date of this Right of Way: All rock brought to the surface along with topsoil and overburden from the affected State Trust lands shall be salvaged and stockpiled separately in a manner that replacement shall utilize one hundred (100%) percent of the materials upon completion of construction. Excess rock unsuitable for scattering shall be disposed of in a manner and location that is authorized by the Grantor.

2.11 Grantee shall maintain the Right of Way grant area in the manner described above during the term of this easement. Grantee agrees to complete any necessary restoration and rehabilitation to the satisfaction of the Grantor within ninety (90) days of written notification of non-compliance, or such longer period of time as mutually determined to be necessary to restore and/or rehabilitate subject land.

3. ENVIRONMENTAL MATTERS AND INDEMNITY

The following conditions shall supplement the terms and provisions governing environmental matters as set forth in the Right of Way boiler to which these Conditions are stated below.

3.1 For purposes of this Right of Way, the term "Environmental Laws" shall include but not be limited to any relevant federal, state or local environmental laws, and the regulations, rules and ordinances, relating to environmental matters, and publications promulgated pursuant to the local, state, and federal laws and any rules or regulations relating to environmental matters. For the purpose of this Right of Way, the term "Regulated Substances" shall include but not be limited to substances defined as "regulated substance", "solid waste", "hazardous waste", "hazardous materials", "hazardous substances", "toxic materials", "toxic substances", "inert materials", "pollutants", "toxic pollutants", "herbicides", "fungicides", "rodenticides", "insecticides", "contaminants", "pesticides", "asbestos", "environmental nuisance", "criminal littering", or "petroleum products" as defined in Environmental Laws.

3.2 Grantee shall strictly comply with all Environmental Laws, including, without limitation, water quality, air quality; and handling, transportation, storage, treatment, or disposal of any Regulated Substance on, under, or from the Subject Land. Without limiting the foregoing, compliance includes that Grantee shall: (1) comply with all reporting obligations imposed under Environmental Laws; (2) obtain and maintain all permits required by Environmental Laws, and provide a copy to Grantor within ten (10) business days of receipt of the Right of Way; (3) provide copies of all documentation required by

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Environmental Laws to Grantor within ten (10) business days of Grantee's submittal and/or receipt of the documentation; (4) during the term of Right of Way, provide copies of all information it receives or obtains regarding any and all environmental matters relating to the Subject Land, including but not limited to environmental audits relating to the Subject Land regardless of the reason for which the information was obtained or whether or not the information was required by Environmental Laws; (5) prevent treatment, storage, disposal, handling or use of any Regulated Substances within the Subject Land without prior written authorization from Grantor.

3.3 Grantee at all times shall employ or designate an existing employee (the "Designated Compliance Officer") who is responsible for knowing all Environmental Laws affecting Grantee and Grantee's business and monitoring Grantee's continued compliance with applicable Environmental Laws. Upon request by Grantor, Grantee shall make the Designated Compliance Officer available to discuss Grantee's compliance, answer any questions, and provide such reports and confirming information as Grantor may reasonably request.

3.4 At any time, Grantor may request Grantee to provide an environmental audit of the Subject Land performed by an Arizona registered professional engineer or an Arizona registered geologist. Grantee shall pay the entire cost of the audit.

3.5 Hazardous material generated (motor oil, paint, etc.) shall be disposed of properly or used in a way which will minimize impact on vegetation.

3.6 At any time, during the term of the Right of Way, Grantor may require Grantee to obtain one Phase I environmental assessment of the Subject Land performed by an Arizona registered professional engineer or an Arizona registered geologist. If based upon the Phase I environmental assessment or its own independent investigation, Grantor identifies any possible violation of Environmental Laws or the terms of this Right of Way, Grantor may require Grantee to conduct additional environmental assessments as Grantor deems appropriate for the purpose of ensuring that the Subject Land are in compliance with Environmental Laws. The Phase I assessment, or any other assessment required by Grantor, shall be obtained for the benefit of both Grantee and Grantor. A copy of the Phase I report shall be provided both to Grantee and Grantor. Grantor, in its sole discretion, shall have the right to require Grantee to perform additional assessments of any damage to the Subject Land arising out of any violations of Environmental Laws. If Grantee fails to obtain any assessments required by Grantor, Grantee shall pay the entire costs of any and all

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assessments required by Grantor, notwithstanding the expiration or termination of the Right of Way.

3.7 Prior to the termination of the Right of Way, Grantee shall restore the Subject Land by removing any and all Regulated Substances. In addition, the restoration shall include, but not be limited to, removal of all waste and debris deposited by Grantee. If the Subject Land or any portions thereof are damaged or destroyed from the existence or presence of any Regulated Substance or if the Subject Land or any portions thereof are damaged or destroyed in any way relating to or arising out of the removal, treatment, storage, disposition, mitigation, cleanup or remedying of any Regulated Substance, Grantee shall arrange, at its expense, for the repair, removal, remediation, restoration, and reconstruction to the Subject Land to the original condition existing on the date that Grantee first occupied the Parcel, to the satisfaction of Grantor. In any event, any damage, destruction, or restoration by Grantee shall not relieve Grantee from its obligations and liabilities under this Right of Way. Grantee's restoration obligations under this Section shall survive the expiration or the termination of the Right of Way.

3.8 Grantee shall defend, indemnify and hold Grantor harmless from and against any and all liability, obligations, losses, damages, penalties, claims, environmental response and cleanup costs and fines, and actions, suits, costs, taxes, charges, expenses and disbursements, including legal fees and expenses of whatever kind or nature (collectively, "claims" or "damages") imposed on, incurred by, or reserved against Grantor in any way relating to or arising out of any non-compliance with any Environmental Laws, the existence or presence of any Regulated Substance, on, under, or from the Subject Land, and any claims or damages in any way relating to or arising out of the removal, treatment, storage, disposition, mitigation, cleanup or remedying of any Regulated Substance on, under, or from the Subject Land by Grantee, its agents, contractors, or subcontractors.

3.9 This indemnity shall include, without limitation, claims or damages arising out of any and all violations of Environmental Laws regardless of any real or alleged fault, negligence, willful misconduct, gross negligence, breach of warranty, or strict liability on the part of any of the indemnitees. This indemnity shall survive the expiration or termination of this Right of Way and/or transfer of all or any portion of the Subject Land and shall be governed by the laws of the State of Arizona.

3.10 In the event any action or claim is brought or asserted against Grantor which is or may be covered by this indemnity, Grantee shall fully participate, at Grantee's expense, in the defense of the action or claim including but not limited to the following: (1) the conduct

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of any required cleanup, removal or remedial actions and/or negotiations, (2) the conduct of any proceedings, hearings, and/or litigation, and (3) the negotiation and finalization of any agreement or settlement. Grantor shall retain the right to make all final decisions concerning the defense. Grantee's obligations to participate in the defense under this Section shall survive the expiration or termination of the Right of Way.

4. CULTURAL RESOURCES AND NATIVE PLANTS

4.1 If any ground disturbing activities associated with this Right of Way are to occur on Arizona State Trust land in areas not previously subjected to cultural resources survey, additional cultural resources inventory will be required PRIOR TO any such disturbance. Ground disturbing activities include, but are not limited to; blading, grading, or widening roads, pole replacement, pull-sites, temporary construction easements, or any other activity that will disturb the topsoil.

4.2 Should previously undocumented cultural resources be identified during any project-related construction or maintenance activities, all such work shall cease in the immediate vicinity of the remains, and pursuant to A.R.S. §41-844, the Director of the Arizona State Museum shall be immediately notified; the Manager of the Cultural Resources Management Program at Arizona State Land Department (ASLD) shall also be notified. Should human remains or funerary objects be identified, the Repatriation Coordinator of the Arizona State Museum shall be notified immediately; the Manager of the Cultural Resources Management Program at ASLD shall also be notified.

4.3 Grantee shall supply Grantor with any documentation required to consult with the State Historic Preservation Office, as required pursuant to the State Historic Preservation Act (A.R.S. § 41-861 et seq).

4.4 Prior to any ground disturbance, and at the request of Grantor, Grantee agrees to conduct and submit a plant inventory/plant salvage plan to the Grantor. Payment will be required prior to any ground disturbance for any flora cut, removed and/or destroyed.

4.5 If vegetation is authorized by Grantor to be removed and/or destroyed, and prior to any ground disturbance, Grantee agrees to file the appropriate Notice of Intent to Clear Land in accordance with A.R.S. § 3-905 Destruction of Native Plants by State.

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4.6 Grantee shall preserve or relocate all protected plants, if viable and feasible, on or adjacent to the work site that will not interfere with the work required.

4.7 Grantee shall only remove protected plants when specifically authorized to do so, and avoid damaging vegetation that will remain in place. If the Grantee or its contractors are authorized to remove any protected plants from State Trust land for replanting off of State Trust land, a permit from the Department of Agriculture is required.

4.8 Grantee shall contact the Arizona Department of Agriculture for further information or permit requirements related to native protected plants.

4.8.1 A survey may be required to determine if protected plants are present and if plants must be salvaged. Grantee shall contact the Arizona Department of Agriculture at least sixty (60) days before commencement of any salvage work.

4.9 Grantee shall minimize the removal of existing vegetation within the project area to the greatest extent possible.

4.10 Grantee shall salvage or replant cactus and other protected plants.

4.11 Grantee is prohibited to blade, scrape or remove any existing vegetation without authorization from Grantor.

5. SERVICE / ACCESS ROADS

5.1 Grantee shall acquire any permits necessary prior to the construction and maintenance of its service roads. Grantee shall construct new service roads with widths as narrow as possible.

5.2 Material for service road construction and maintenance (i.e. fill dirt, sand and gravel, etc.) may not be acquired from State Trust lands without the proper permits and authorization.

5.3 Service roads shall be maintained in substantially the same condition as they exist at the time the Right of Way is issued except, if not drivable, they may be made drivable.

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5.4 Grantee shall not fence nor gate the service roads without the prior written permission of the Grantor.

5.5 The service roads shall only be used by the Grantee in conjunction with said Right of Way grant and associated appurtenances.

5.6 Grantee shall avoid using service roads during wet weather or when too soft to travel over. The soil shall be deemed too wet to adequately support equipment if such equipment creates ruts in excess of six (6) inches deep.

5.7 Maintenance of the service roads may include dust control measures for the term of this Right of Way.

6. EXISTING LESSEES

6.1 Grantee shall keep all gates closed and ensure its contractors do the same. Grantor reserves the right to require cattle guards if Grantor determines gates are being left open or fencing has been removed or damaged by the Grantee, its employees or contractors.

6.2 Any grazing-related improvements removed or damaged due to construction, operation and maintenance of this Right of Way shall be replaced and/or reconstructed immediately. Cost of replacement and reconstruction shall be the responsibility of the Grantee.

6.3 Grantee shall provide Grantor with documentation of the surface lessee's consent prior to making any alterations to existing improvements.

6.4 If construction or maintenance occurs during periods of livestock grazing, Grantee will take necessary measures to insure livestock protection and containment.

6.4.1 Grantee agrees to notify Grazing Lessee(s) 30 days prior to beginning construction or maintenance, and inquire as to the presence/absence of livestock.

7. MISCELLANEOUS

7.1 The Grantee, or its successors or assigns, shall relocate that portion(s) of the public road, and any associated appurtenances or portion(s) thereof associated with or affecting Rights of Way (together, the "Rights of Way"), if any Lessee, Grantee and/or

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Permittee of the Leases, Rights of Way and/or Permits determines in its reasonable discretion that relocation is necessary to effectuate the purpose(s) of Leases, Rights of Way and/or Permits during the term of this Right of Way. Grantee shall not be responsible for any costs associated with the relocation of its public road or any associated appurtenances.

7.2 Grantee shall not alter nor cause ponding, nor any damage up or down stream of any water crossing.

7.3 No altering of existing drainages or drainage structures is authorized under this instrument.

7.4 If any provision or agreement of this Right of Way is found invalid by any tribunal, such invalidity shall not affect the validity of the remaining provisions hereof.

7.5 The following provision shall be deemed added at the end of Section 6.2 of Article 6 of the Right of Way to which these Additional Conditions are attached as if set forth therein verbatim:

“Any violation by Grantee of any of the terms of this Right of Way constitutes a breach. Upon a breach by Grantee which is not cured within sixty (60) days after the date a notice of breach is sent by certified mail to Grantee to the most recent address for Grantee as shown in the files of Grantor, this Right of Way shall become void and the right to use the Subject Land and all of the rights of Grantee hereunder shall revert to Grantor at the expiration of the aforesaid sixty (60) day period.”

7.6 Attached hereto as **EXHIBIT B** is an insurance rider which shall supplement the terms and provisions governing insurance as set forth in the Right of Way form to which these Additional Conditions are attached. Grantor reserves the right to amend **EXHIBIT B** as and when the Arizona Department of Administration requires revisions to the insurance requirements applicable to Arizona State Trust Land.

ADDITIONAL CONDITIONS

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8. EXHIBITS

8.1 The following exhibits are attached to these Additional Conditions and made a part hereof:

EXHIBIT A Legal Description and/or Visual Depiction of Right of Way
EXHIBIT B Insurance Rider

**BY SIGNATURE BELOW, ALL TERMS ARE
AGREED TO AND ACCEPTED BY GRANTEE**

By: _____

Title:_____

Date:_____

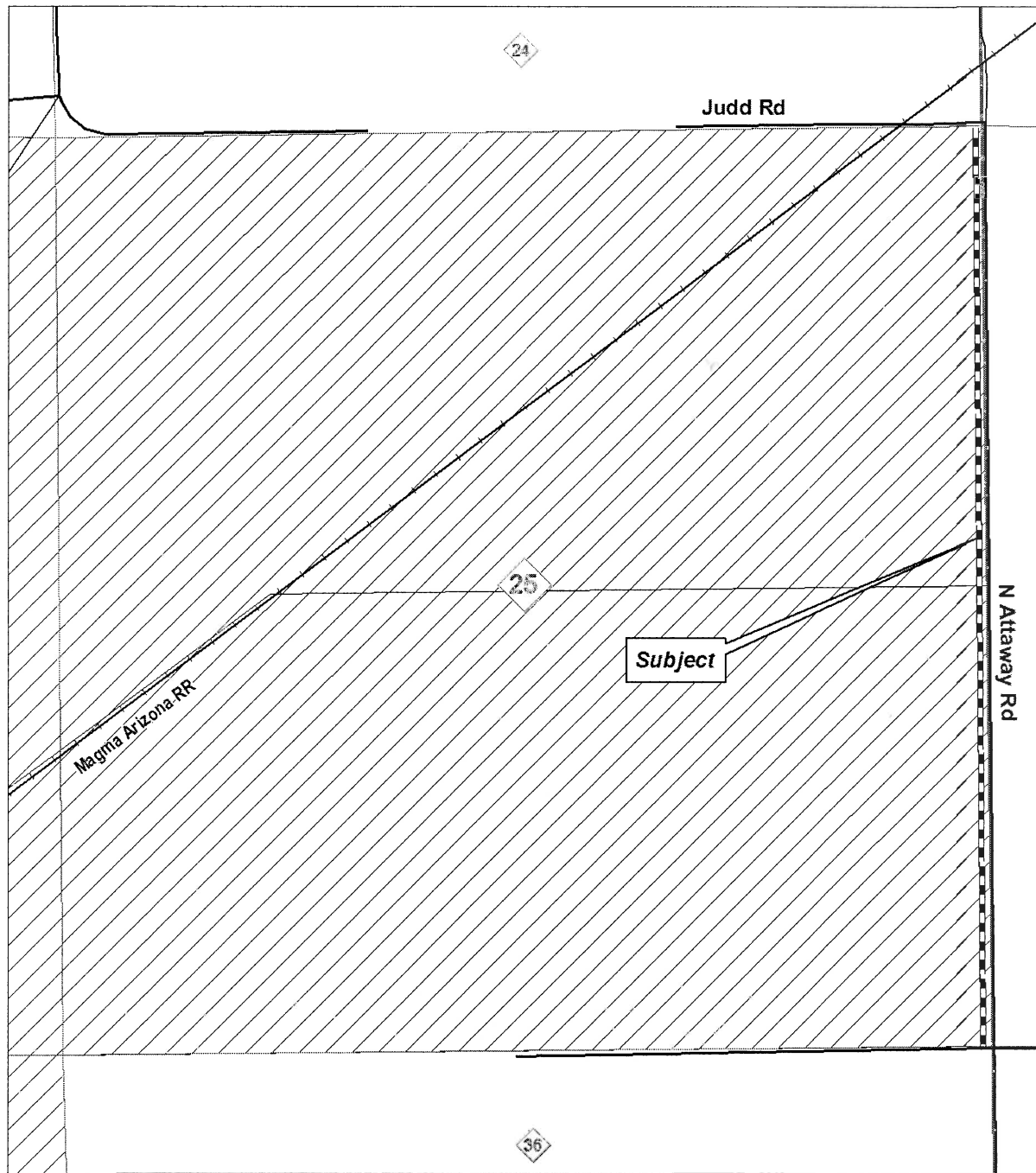
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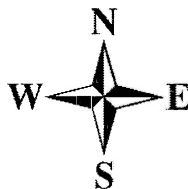
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EXHIBIT A - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF WAY



Legend

- 16-119162-00-000
- State Trust
- Public Land Ownership
- Private
- Railroads
- AZ Roads
- Type
- Major Roads
- Streets



Township 3 South
Range 8 East
Section 25
Pinal County
Arizona

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EXHIBIT B

INSURANCE RIDER TO STATE LAND DEPARTMENT

This Rider is attached to and made a part of the above-referenced Right of Way as if set forth therein verbatim.

R-1 Indemnity. Each party (as "Indemnitor") agrees to indemnify, defend, 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.

In addition, Grantee shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, 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 Grantee's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

R-2 Insurance Requirements for Any Contractors Used by a Party to this Right of Way. *(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.)* The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in this Right of Way. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Right of Way by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

ADDITIONAL CONDITIONS

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A. Minimum Scope and Limits of Insurance. Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form.

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

General Aggregate:	\$2,000,000.00
Products-Completed Operations Aggregate:	\$1,000,000.00
Personal and Advertising Injury:	\$1,000,000.00
Each Occurrence:	\$1,000,000.00
Blanket Contractual Liability-Written and Oral:	\$1,000,000.00
Damage to Rented Premises:	\$ 50,000.00
Each Occurrence	\$1,000,000.00

The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor." Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Right of Way.

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

2. Business Automobile Liability. Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Right of Way.

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

a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor". Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Right of Way.

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

c. Policy shall contain a severability of interest provision.

IF GRANTEE HAS CERTIFIED IN THE APPLICATION ADDENDUM FOR THIS RIGHT OF WAY THAT GRANTEE WILL NOT BE ENGAGED IN THE CONDUCT OF BUSINESS WITHIN THE SUBJECT LAND GRANTEE SHALL NOT BE REQUIRED TO CARRY THE FOREGOING BUSINESS AUTOMOBILE LIABILITY INSURANCE.

3. Worker's Compensation and Employers' Liability.

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

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

b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

GRANTEE HAS CERTIFIED IN THE APPLICATION ADDENDUM FOR THIS RIGHT OF WAY THAT GRANTEE WILL NOT BE ENGAGED IN THE CONDUCT OF BUSINESS WITHIN THE SUBJECT LAND GRANTEE SHALL NOT BE REQUIRED TO CARRY THE FOREGOING WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE.

B. Additional Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

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

2. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed

ADDITIONAL CONDITIONS

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under the indemnification provisions of its Contract with the other governmental entity(ies) party to this Right of Way.

C. **Notice of Cancellation.** With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this Right of Way in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to the Arizona State Land Department, 1616 W. Adams, Phoenix, Arizona 85007, and shall be sent by certified mail, return receipt requested.

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

E. **Verification of Coverage.** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Right of Way. The certificates for each insurance policy are to be signed by an authorized representative.

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

All certificates required by this Right of Way shall be sent directly to the Arizona State Land Department, 1616 W. Adams, Phoenix, Arizona 85007. The Right of Way number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Right of Way at any time.

F. **Subcontractors.** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. **Approval.** Any modification or variation from the insurance requirements in this Right of Way must have prior approval from the State of Arizona Department of

ADDITIONAL CONDITIONS

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Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal Right of Way amendment, but may be made by administrative action.

H. Exceptions. In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

APPENDIX A

STATE OF ARIZONA LAND DEPARTMENT
1616 W. ADAMS
PHOENIX, AZ 85007

RUN DATE: 16 November 2016
RUN TIME: 11:44 AM
PAGE: 1

KE-LEASE# 016-119162-00-000 APPTYPE: NEW
AMENDMENT#: 0

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LAND#	LEGAL DESCRIPTION	AUS	ACREAGE
03.0-S-08.0-E-25-11-015-9014	M&B THRU E 40FT	0.00	4.850
	TOTALS	0.00	4.850

IN WITNESS HEREOF, the parties hereto have signed this Right of Way effective the day and year set forth previously herein.

STATE OF ARIZONA, GRANTOR
Arizona State Land Commissioner

TOWN OF FLORENCE
GRANTEE

By: _____
Date

Authorized Signature **Date**

(SEAL)

Title

Address

City **State** **Zip**

GRANTEE'S CERTIFICATE OF CONSTRUCTION

RIGHT OF WAY NUMBER: _____

NAME OF GRANTEE: _____

DATE ISSUED: _____

PERMITTED USE: _____

LAND DEPARTMENT ADMINISTRATOR: _____

DATE CONSTRUCTION STARTED: _____

DATE CONSTRUCTION COMPLETED: _____

I hereby certify that the facilities authorized by the State Land Commissioner, were actually constructed and tested in accordance with the terms of the grant, in compliance with any required plans and specifications, and applicable Federal and State laws and regulations.

Grantee's Signature

Date

Title _____

**Return To: Arizona State Land Department
R/W Section
1616 W. Adams Street
Phoenix, AZ 85007**

MINUTES OF THE TOWN OF FLORENCE COUNCIL MEETING HELD ON MONDAY, DECEMBER 5, 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 6:14 p.m.

ROLL CALL:

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

PLEDGE OF ALLEGIANCE

Mayor Rankin led the Pledge of Allegiance.

MOMENT OF SILENCE

Mayor Rankin called for a moment of silence.

CALL TO THE PUBLIC/COUNCIL RESPONSE:

Call to the Public for Public Comment on issues within the jurisdiction of the Town Council. 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.

Reverend Donald Woolridge, Pastor of the Union Baptist Church, stated that he is inspired and hopeful that the newly elected councilmembers will help Florence grow and develop. He congratulated the newly elected councilmembers.

Reverend Woolridge complimented Councilmember Woolridge for her dedication and service to the community. He stated that he is impressed by her commitment to the Town and commended her for pushing through the adversities that she has faced while being on the Council and for always making decisions for the betterment of all.

Ms. Cathy Adam, Florence Resident, stated that she appreciates all of the work that Mayor Rankin has put into the community. She stated that he has put Florence first in every decision that he has made for the Town. She wished him and Mrs. Rankin the best.

Ms. Adam also expressed her appreciation to all those who participated in the Christmas on Main event.

Mrs. Donna Rankin, Florence Resident, expressed her displeasure with Reverend Wooldridge's comments. She stated that all of the councilmembers have done a lot for the community and its residents.

She thanked several councilmembers for the friendships they have forged during Mayor Rankin's tenure on the Council.

Mrs. Rankin stated that it has been a long and difficult road while Mayor Rankin was on the Council. She stated that the Town of Florence has progressed and it has a great staff.

UNFINISHED BUSINESS

Discussion/Approval/Disapproval of the November 7 and November 21, 2016 Council Minutes.

On motion of Councilmember Wall, seconded by Councilmember Hawkins, and carried to approve the November 7 and November 21, 2016 Council Minutes.

CALL TO THE COUNCIL

Councilmember Anderson thanked Mayor Rankin for his service to the Town and to him. He stated that Mayor Rankin is a friend and has given him guidance. They have always had mutual respect for one another.

Councilmember Guilin thanked Mayor Rankin for always putting Florence first. She stated that he has always fought for the betterment of Florence.

Councilmember Hawkins stated that Mayor Rankin has done a great job and has worked hard for Florence. He hopes that the Town continues to move forward and continues to grow. He stated that Mayor Rankin will be missed.

Councilmember Wall stated that she has respect for Mayor Rankin and acknowledged that he has made a difference in the Town. She stated that she hopes that he continues to participate in the Town.

Councilmember Woolridge wished Mayor Rankin and his family well in their future endeavors.

Vice-Mayor Walter wished Mayor Rankin the best in his future. She thanked everyone who came to the meeting and everyone who made the holiday parade an amazing success.

Mayor Rankin congratulated everyone who was elected to Council and wished everyone the best. He stated that it has been a pleasure to work with the Council and that a lot has been accomplished within the last four years.

SWEARING IN OF NEWLY ELECTED OFFICIALS

Judge Valdez swears in Mayor Tara Walter.

Judge Valdez swore in Mayor Tara Walter.

Judge Valdez swears in Councilmember Bill Hawkins, Karen Wall, and Kristen Larsen.

Judge Valdez swore in Councilmembers Bill Hawkins, Karen Wall, and Kristen Larsen.

ROLL CALL:

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

PRESENTATIONS

Former Mayor Marsha Day recognizes outgoing Mayor Tom J. Rankin for his dedication and service to the community.

Former Mayor Marsha Day expressed her appreciation for all of the accomplishments former Mayor Rankin did for the community and for always putting Florence first. She stated that he is always willing to help everyone. He has shown loyalty and love to the Town and has made Florence a better place for everyone to live. She stated that he will be a hard act to follow.

Ms. Day presented former Mayor Rankin a plaque and 150th Anniversary Banner in recognition for his service to the Town.

Mr. Rankin gave a brief synopsis of his service to the Town starting with his employment as Police Chief in 1980. He stated that he has served on the Council for three separate terms, two of which he served as Mayor. He discussed how Florence has grown since 1980 and the many improvements that have taken place since then until now.

Mr. Rankin recognized each of the department heads and expressed his appreciation for each of them.

Mr. Rankin stated that in total, he has worked with the Town for 36 years. He stated that he will miss Florence. He is proud of each of the department heads and staff.

Mr. Rankin recognized Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, for everything that she has done. He stated that he treasures their friendship.

Mr. Rankin asked Council to continue to move forward and to put Florence first.

Councilmember Anderson recognized Mrs. Donna Rankin for all that she has contributed to the Town as well.

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

Approval of the purchase of two Ford Police Interceptors for the Police Department, from Chapman Ford, in an amount not to exceed \$56,542.36. (Dan Hughes)

Recommendation of approval to the Arizona Department of Liquor Licenses and Control on the Coolidge-Florence Elks Lodge #2350 Special Event Liquor License application, for their “In the Mood Christmas Concert” event to be held on December 7, 2016 at the Anthem Union Center, 3925 N. Sun City Boulevard, Florence, Arizona. (Lisa Garcia)

Adoption of Resolution 1606-16:

Mayor Walter read Resolution No. 1606-16 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AUTHORIZING MAYOR TARA WALTER AND TOWN MANAGER BRENT BILLINGSLEY TO ACT AS SIGNATORIES FOR THE TRANSACTION OF BUSINESS ON ALL TOWN OF FLORENCE BANK ACCOUNTS, AND DECLARING AN EMERGENCY. (Lisa Garcia).

Adoption of Resolution No. 1607-16:

Mayor Walter read Resolution No. 1607-16 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING AND AUTHORIZING MAYOR TARA WALTER AND TOWN MANAGER BRENT BILLINGSLEY TO ACT AS SIGNATORIES FOR THE TRANSACTION OF BUSINESS ON THE POLICE EVIDENCE TRUST FUND AT NATIONAL BANK OF ARIZONA, AND DECLARING AN EMERGENCY. (Lisa Garcia).

Adoption of Resolution No. 1608-16:

Mayor Walter read Resolution No. 1608-16 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, PRESCRIBING STANDARDS OF FINANCIAL DISCLOSURE FOR LOCAL ELECTED OFFICIALS, AND DECLARING AN EMERGENCY. (Lisa Garcia).

Approval of accepting the register of demands ending October 31, 2016, in the amount of \$1,776,509.56.

On motion of Councilmember Hawkins, seconded by Councilmember Woolridge, to approve the Consent Agenda, as written.

Roll Call:

Councilmember Hawkins: Yes
Councilmember Woolridge: Yes
Councilmember Guilin: Yes
Councilmember Anderson: Yes
Councilmember Wall: Yes

Councilmember Larsen: Yes
Mayor Walter: Yes

Motion Passed: Yes: 7; No: 0

NEW BUSINESS

Discussion/Approval/Disapproval of nomination and election of a Vice-Mayor.

Councilmember Hawkins nominated Councilmember Woolridge stating that he felt Councilmember Woolridge will balance out the presentation in Town.

Councilmember Wall nominated Councilmember Anderson.

Nomination of Councilmember Woolridge as Vice-Mayor:

Roll Call Vote:

Councilmember Hawkins: Yes
Councilmember Guilin: Yes
Councilmember Anderson: No
Councilmember Larsen: Yes
Councilmember Wall: No
Councilmember Woolridge: Yes
Mayor Walter: Yes

Motion Passed: Yes: 5; No: 2

Announcement of the Mayor's appointments to the following liaison positions:

Arts and Culture

Arizona Legislature

Central Arizona Association of Governments

East Valley Partnership

Florence Unified School District

Greater Florence Chamber of Commerce

Historic District Advisory Commission

Industrial Development Authority of the Town of Florence, Inc.

Leagues of Cities and Towns Resolution Committee

Library Advisory Board

Maricopa Association of Governments

Native American Community Tribes (Tohono O'odham Village and Gila River Indian Communities)

Parks and Recreation Advisory Board

Pinal Water Augmentation Authority

Planning and Zoning Commission

Florence Town Council Meeting Minutes

December 5, 2016

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**Public Safety Retirement (Police and Fire)
Regional Transportation Authority
Town Council**

Mayor Walter appointed the following Councilmembers as liaisons to each of following:

Arts and Culture - Councilmember Hawkins
Arizona Legislature - Mayor Walter
Central Arizona Association of Governments – Mayor Walter
East Valley Partnership – Councilmember Anderson
Florence Unified School District – Councilmember Wall
Greater Florence Chamber of Commerce – Councilmember Wall
Historic District Advisory Commission – Councilmember Guilin
Industrial Development Authority of the Town of Florence, Inc. - Councilmember Anderson
Leagues of Cities and Towns Resolution Committee – Vice-Mayor Woolridge
Library Advisory Board – Vice-Mayor Woolridge
Maricopa Association of Governments – Mayor Walter
Native American Community Tribes (Tohono O’odham Village and Gila River Indian Communities) – Vice-Mayor Woolridge
Parks and Recreation Advisory Board – Councilmember Larsen
Pinal Water Augmentation Authority – Councilmember Anderson
Planning and Zoning Commission – Councilmember Hawkins
Public Safety Retirement (Police and Fire) – Councilmember Guilin
Regional Transportation Authority – Mayor Walter
Town Council – Mayor Walter

Mayor Walter noted that East Valley Partnership encourages all members (Mayor and Council) to actively participate in committees that appeal to their interest or expertise. Information will be distributed on the following:

- Advocacy and Government Relations
- Aviation and Aerospace
- Education
- Phoenix East Valley Marketing Committee
- Economic Development
- Transportation
- East Valley Partnership Board of Directors and Executive Committee (by invitation only)

TOWN MANAGER’S REPORT

Mr. Brent Billingsley, Town Manager, thanked everyone who made the Jr. Parada Parade and Christmas on Main events a success and was very proud to attend both events.

DEPARTMENT REPORTS

Community Development
Courts
Finance

Fire
Library
Parks and Recreation
Police
Public Works

The Department Reports were received and filed.

CALL TO THE PUBLIC

There were no public comments.

CALL TO THE COUNCIL – CURRENT EVENTS ONLY

Councilmember Hawkins thanked the staff for the Christmas on Main Street event which was wonderful. He also thanked the Public Works and Parks and Recreation Departments for repairing the pavement to the entrance to F Mountain. He stated that he is looking forward to the next four years and for the continued success of the Town.

Councilmember Larsen thanked the Council and staff for their warm welcome and she looks forward to working with everyone.

Mayor Walter thanked everyone who attended the Council meeting and for their support for the outgoing and incoming Council. She stated that she looks forward to working with everyone and serving the community.

ADJOURNMENT

On motion of Councilmember Hawkins, seconded by Vice-Mayor Woolridge, and carried to adjourn the meeting at 7:06 pm.

Tara Walter, 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 December 5, 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, DECEMBER 19, 2016, AT 6:00 P.M., IN THE FLORENCE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.

CALL TO ORDER

Mayor Walter called the meeting to order at 6:02 p.m.

ROLL CALL:

Present: Walter, Hawkins, Guilin, Anderson, Wall, Larsen

Absent: Woolridge

PLEDGE OF ALLEGIANCE

Mayor Walter led the Pledge of Allegiance.

MOMENT OF SILENCE

Mayor Walter called for a moment of silence.

CALL TO THE PUBLIC/COUNCIL RESPONSE:

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

There were no public comments.

PRESENTATIONS

Presentation and acceptance of the Town's Comprehensive Annual Financial Report, and Annual Expenditure Limitation Report for Fiscal Year ended June 30, 2016.

Mr. Brent Billingsley, Town Manager, introduced Ms. Marilyn Mays, Henry and Horne, LLC, who is the Town's Certified Public Accountants.

Ms. Marilyn Mays, Henry and Horne, LLC, stated that Henry and Horne, LLC, has performed the annual audit on the financial statements in accordance with the Government Auditing Standards and has issued an opinion on the statements. She stated that the statements are fairly presented and they have issued an unmodified opinion. She stated that there was an accounting change that took place last year which required a statement of the financial. There was another accounting standard that went into effect in these financial statements but the

statements are comparative to the prior year. The accounting pronouncement only added disclosures to the financial notes.

Ms. Mays stated that the Town received over \$800,000 in federal dollars and it is required that a single audit be performed whenever you receive over \$750,000 in federal dollars. The single audit is an audit for compliance purposes of the spending of the federal dollars. She stated that two reports were issued on the federal funding.

Ms. Mays state that there were no significant deficiencies or material weaknesses this year. They also issued a report on the annual expenditure limitation. The approved amount was \$32,000,000 and the amount spent subject to that amount was \$26,000,000.

Mr. Billingsley stated that Henry and Horne, LLC were very professional and expedient in their process and were very thorough. He thanked the Finance Department for their diligence in record keeping and for a successful audit.

On motion of Councilmember Guilin, seconded by Councilmember Anderson, and carried to accept the Town's Comprehensive Annual Financial Report and Annual Expenditure Limitation Report for the Fiscal Year ending June 30, 2016.

Presentation on the Teen Leadership Program and recap of fall activities.

Mr. Bryan Hughes, Parks and Recreation Director, stated that the Teen Program started in the summer and has grown throughout the months. The Teen Council provided an update on what they worked on during the summer to the Council in August 2016 and a list of their goals for the fall.

Mr. Kim "Koko" Hunter, KOKO Entertainment LLC, Teen Leadership and Programming Director, stated that the Teen Council meets on Monday and Wednesday of each week. The meeting location varies between the Florence High School and the Town's Community Center. They plan their events during the meetings and determine what is needed to make the event successful. He stated that they also do a cost assessment and cost analysis for the event.

Mr. Hunter stated that life skills are emphasized in the programming. He stated that he sometimes will play videos or provide handouts for the teens regarding life skills such as peer pressure, abuse, finances, how to obtain employment, and controlled substances. He stated that it is important for the teens to make a conscience decision when faced with these issues. He stated that the major emphasis is placed on education.

Mr. Hunter stated that once an event has taken place, they do an evaluation on the event. He stated that they identify their strengths, what they liked and what are the areas of development. This helps them in preparation for their next event.

The Florence Teen Council Representatives provided an overview of the events that they have participated in, which included:

- First Annual GAIN Event sponsored by the Florence Police Department in which they provided music and entertainment
- Special Needs Halloween Party for approximately 300 Tempe High School students.
- Christmas on Main
- Holiday Hoedown for Florence's senior citizens in which approximately 100 people participated. He thanked everyone who helped make this event a success.

Mr. Hunter presented Ms. Cathy Adam, Florence Resident and Historic District Advisory Commissioner, with a FTC shirt as a thank you for all that she does to assist the Teen Council as well as the monetary support that she has provided.

Presentation on the Fire-Safe Seniors Program.

Mr. David Strayer, Fire Chief, stated that the Fire-Safe Seniors Program will start on January 1, 2017, which is modeled after a nationwide program. The program increases the safety in the seniors 65 and older. Seniors who are 65 and older are twice as likely to die in a fire and those 85 and older are almost four times as likely to die in a fire as the rest of the population. He stated that the Town has had two fatal fires in the last five years.

Chief Strayer stated that the Town was able to garner several grants together to purchase 261 smoke detectors along with 60 night lights. He stated that the crews will go out and do home assessments should the residents wish to have a home assessment done. He stated that if the smoke detectors are 10 years old and over, the Fire Department will offer to replace the smoke detectors free of charge. The program will continue until they run out of smoke detectors. He stated that they will also check for any other fire hazards in the home and provide education as well. The residents are asked to sign a waiver before the crew does an inspection and they go through a checklist in their home and visit with them about what was found. The checklist is left with them for follow-up.

Chief Strayer stated that they are adding an EMS component to the program which they have enough to do 500 homes. The program allows the resident to place medical information in a known location and place a small red sticker on the door. When the crews respond to an EMS call at that location and see the red sticker they know that the patient's information is on the refrigerator door. He stated that this program saves valuable time when responding to a call, especially if the patient is unconscious.

Chief Strayer stated that there are three ways in which to request an inspection:

- Presentation at Caliente Casa De Sol Park on January 7, 2017 in which they can sign up
- Call the Fire Station to arrange an inspection
- Sign up electronically on the Town's website

Councilmember Anderson inquired if the program is only for those seniors living in a mobile home or for any senior.

Chief Strayer stated that the smoke detector program is for any senior 55 years and older. Home inspections can be done for any resident.

Mayor Walter asked that the date and locations of the presentations be publicized on the Town's website.

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

Approval of an Intergovernmental Agreement with the Arizona Department of Fire, Building and Life Safety – Office of Manufactured Housing.

Authorization to enter into a Marketing License Agreement with Utility Services Partners Private Label, Inc., to provide optional protection on external water lines, external sewer lines, and in-home plumbing lines.

Recommendation of approval to the Arizona Department of Liquor Licenses and Control on the Florence Gardens Mobile Home Association's applications for their Keg n' Cork events to be held on January 5, January 19, February 2, February 16, March 2, March 30, November 16, and December 7, 2017, at the Florence Gardens Club House, 3803 Florence Boulevard, Florence, Arizona.

Recommendation of approval to the Arizona Department of Liquor License and Control on American Legion # 9 application for a Temporary Extension of Premises Patio Permit, for the Corn hole Cup event, on January 28, 2017, at 441 N. Main Street, Florence, Arizona.

Recommendation to the Arizona Department of Liquor Licenses and Control on the Assumption of the Blessed Virgin Mary Roman Catholic Parish's application for a Special Event Liquor License, for their Fifth Annual Parish Festival, on February 11, 2017, at 221 E. 8th Street, Florence, Arizona.

Recommendation of approval to the Arizona Department of Liquor Licenses and Control on the Coolidge-Florence Elks Lodge #2350 Special Event Liquor License application for their Prison Run event to be held on February 12, 2017, at the Charles Whitlow Memorial Rodeo Grounds, 4900 S. Pinal Parkway, Florence, Arizona.

Receive and file the following board and commission minutes:

May 25, July 27, September 28, and October 26, 2016, 150th Year Anniversary Celebration Ad Hoc Committee minutes.

September 8, October 19 and November 17, 2016 Arts and Culture Commission minutes.

On motion of Councilmember Anderson, seconded by Councilmember Guilin, and carried to approve the Consent Agenda, excluding Item b.

Authorization to enter into a Marketing License Agreement with Utility Services Partners Private Label, Inc., to provide optional protection on external water lines, external sewer lines, and in-home plumbing lines.

Councilmember Wall inquired about Item IV-A on Exhibit A of the agreement with regards to the main tap. She inquired if it excludes Johnson Utilities main tap.

Mr. Billingsley stated that it should not exclude Johnson Utilities main tap. He stated that it should not matter whose water main it is. He stated that the insurance is for any resident who resides within the municipal boundary and on their individual infrastructure for water and sewer. It should not matter who the provider is. The program is designed to insure the area from the service to the individual's property.

Councilmember Wall asked that Exhibit A be modified prior to the agreement being signed.

Mr. Clifford Mattice, Town Attorney, stated that the request can be included in the motion and they will need to confer with the company.

On motion of Councilmember Wall, seconded by Councilmember Guilin, and carried to approved item 7b. with an amendment to Exhibit A to include the Johnson Utility main tap as well.

NEW BUSINESS

Discussion/Approval/Disapproval of Board and Commission appointments and authorization to continue to accept applications until all seats are filled.

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, stated that the applications presented to Council are the applications that have been received to date. An interview process was not required due to the amount of applications received. She provided an update on the current vacancies, which include:

- Arts and Culture Commission
 - One application received by Joann Cochran which will fill one vacancy
 - One seat still available
- Historic District Advisory Commission
 - No applications received
 - One seat available
- Industrial Development Authority
 - One seat available
- Library Advisory Board
 - One application received from Sheree Burger at the time of the agenda item
 - Eugene Horan submitted application and will be presented at the next Council meeting
- Parks and Recreation Advisory Board
 - 3 applications received

- Request that the Mayor appoint a committee made up of a Council Liaison, a Parks and Recreation Boardmember and the staff liaison to do interviews for recommendations to the Council for appointees.
- Planning and Zoning Commission
 - Two vacancies
 - Mr. Robert Schmidt moving from the Parks and Recreation Advisory Board to the Planning and Zoning Commission, should Council approve.

Re-appointment of Jorganne Cochran to the Arts and Culture Commission with a term to expire December 31, 2019.

On motion of Councilmember Hawkins, seconded by Councilmember Wall, and carried to re-appoint Jorganne Cochran to the Arts and Culture Commission with a term to expire December 31, 2019.

Re-appointment of Sheree Berger to the Joint Library Advisory Board with a term to expire December 31, 2018.

On motion of Councilmember Guilin, seconded by Councilmember Anderson, and carried to re-appoint Sheree Berger to the Joint Library Advisory Board with a term to expire December 31, 2018.

Appoint Robert Smidt to the Planning and Zoning Commission with a term to expire December 31, 2017 and accept the termination of his appointment to the Parks and Recreation Board, effective December 31, 2016.

On motion of Councilmember Hawkins, seconded by Councilmember Larsen, and carried to appoint Robert Smidt to the Planning and Zoning Commission with a term to expire December 31, 2017, and accept the termination of his appointment to the Parks and Recreation Board, effective December 31, 2016.

Discussion/Approval/Disapproval of a professional services contract with Nu-Trend Architectural Services, LLC, for Architectural Support and One-Stop Shop Consulting Services, in an amount not to exceed \$150,000.

Mr. Chris Salas, Public Works Director, stated that Nu-Trend has been working with the Town for approximately two months to help the Town establish the connections between the different departments to analyze, independently, the things that the Town is doing effectively, the areas for improvement and things that are not being done that need to be done.

Ms. Salas stated that Nu-Trend was also able to provide bulk training and mentoring services for the two inspectors, Fire Department and Building Department. He stated that previously, the job was done through a contracted service and that the Town will be better fiscally responsible as well as provide better service.

Mr. Salas stated that the Nu-Trend will also provide services on the 2012 International Codes adoption.

Councilmember Anderson inquired about the fiscal impact to the Town.

Mr. Salas stated that the initial \$25,000 will be paid for by the Town of Florence and the remaining balance will be paid by developers through reviews or requests for reviews.

Councilmember Wall stated that she thinks it is great that there are opportunities to train in-house staff to take on some of the duties that the consultants have done in the past. She inquired if additional staff will need to be hired to take their place.

Mr. Billingsley stated that it has already been determined that there is a need to fill the frozen building inspector position. The position has been advertised and the first review was conducted today. He stated that the consultant contracts were terminated in July and staff is unable to keep up with the demand of inspections and plan reviews with one inspector. He stated that the current building inspector has a desire to become a building official and acquire more education and certification in order to do that. He stated that the position would cross over between plumbing code, electrical code, building code, fire code, safety code, and building maintenance code and become a real expert for the Town of Florence without the Town having to contract out for services.

On motion of Councilmember Guilin, seconded by Councilmember Wall and carried to approve a professional services contract with Nu-Trend Architectural Services, LLC, for architectural support and One-Stop Shop consulting services in an amount not to exceed \$150,000.

Discussion/Approval/Disapproval to adopt Task Order No. 3a, in an amount not to exceed \$52,206, and Task Order No. 3b, in an amount not to exceed \$24,000, with EUSI, LLC, for Public Works Management Support and Consulting Services.

Mr. Salas stated that the Town Manager and staff have been working with Central Arizona Groundwater Replenishment District to fully understand the Town's groundwater pumping rights, long term storage credits and how it affects the Town's ability to grow. He stated that a big part of the Town's ability to facilitate future growth as the Town recharges its treated effluent wastewater. He stated that during the CIP process last year, a reclamation project at the wastewater plant was identified as an important project and also approved in this year's budget and explained what the project entailed. He stated that staff has been meeting with a large land holder in coordination with the recharge project.

Mr. Salas stated that Task Order No. 3b is to develop and provide permitting services for the water accounting recovery well and groundwater savings facility permitting for that large land holder.

Mr. Salas stated that EUSI, LLC, is considered as staff and has significant contacts and availability to react accordingly. Other employees are inundated with day to day operations. He

stated that it is important for the Town to have a staff member who has the ability to make a quick call and make changes very rapidly and on the fly.

Mr. Salas stated that it has been a great relationship with EUSI, LLC, so far and the Town can rely on quick turn arounds on much needed items. He stated that EUSI, LLC, has participated in all meetings and instrumental in ensuring that all of the important decision makers are in the room. He stated that Mr. Paul Hendricks, EUSI, LLC, has previously served on the CAG RD Board as well as being the President of the Arizona Water Association.

Mr. Billingsley stated that the Town has been training and gaining education of their personnel. He stated that Council has toured the plants and have seen the improvements. He stated that much of the work could not have been done without the assistance of EUSI, LLC.

Mr. Billingsley stated that the most important factor is that the Town received a Consent Order against the Town and that existed for one year. EUSI, LLC was able to get the Consent Order dismissed within the first six months of working with the Town.

Mr. Billingsley stated that it has come to the Town's attention that it cannot move forward immediately with recharge permitting because the ponds that the Town no longer utilizes at the south plant have not all been closed out yet. They have not been approved by the State as being clean closed. When it came to work on the permitting, the Town's intent and implementation is that staff would send out to the "on calls" the ability to do the analysis, design and permitting, which is an approximate 18 month process for the recharge. The Town did not plan for the fact that it needs to close out the existing ponds at the plant.

Mr. Billingsley stated that the Town would do the work themselves. Rather than pay an outside consultant to completely take charge of the effort, staff would do the work itself in conjunction with Mr. Hendricks.

Mr. Billingsley stated that Task Order 3a is for Mr. Hendricks assistance internally to close out the existing trickling filters.

Mr. Billingsley stated that Task Order 3b requires some expertise as part of the recharge and permitting for recovery wells for the existing wells. The Town has the ability to work with land owners going forward to ensure that when the Town takes on new projects they look at the importance of agricultural water rights and well sites.

Mr. Billingsley stated that the Town has had a few meetings with the large land owner and they have spoken of the importance of consideration. The owner currently has a contract with the Town of Florence and purchases the Town's treated wastewater to irrigate farmland. He stated that there is interest from the land owner to enhance the partnership with the Town and the future viability for water. As part of this, the Town needs to do some technical analysis how the Town can do that moving forward to benefit the citizens of Florence and to help him facilitate development in the future. The Town needs someone independent who is part of the Town's staff to conduct the analysis.

Councilmember Anderson inquired if the Town can utilize the Water Augmentation staff.

Mr. Billingsley stated that the testing and the close out is not something the Water Augmentation staff does. They deal with water credits and paper water as it relates to money. The second item is of more relation to existing wells, permitting through the State, analysis and determination of how you do a private/public partnership for the future of water.

Mr. Billingsley stated that if approved, he will give Mr. Hendricks the authority to work with the Water Augmentation Authority; however, he is not sure if the other partner that they are doing the analysis for is going to want anyone else involved. They have made it pretty clear that it is a “need to know” type of discussion because of their sensitive information. They are not trying to hide anything but do not want to disclose their competitive advantage.

On motion of Councilmember Anderson, seconded by Councilmember Guilin and carried to approve Task Order No. 3a in an amount not to exceed \$52,206, and Task Order No. 3b in an amount not to exceed \$24,000, with EUSI, LLC, for Public Works Management Support and Consulting Services.

TOWN MANAGER’S REPORT

Mr. Billingsley stated that he is very excited and proud of the financial audit. The staff should be very proud of the results of the audit. He stated that there are achievements occurring from the staff’s hard work and from the support of the Council, in which he provided a presentation on the Capital Improvement Progress Update:

- Streets Department
 - Main Street Intersection
 - Streetscape Project
 - Staff has received a lot of positive comments regarding the completed projects and the investment in the downtown
 - New sign on the Main Street Extension
 - Sign looks great
- Water Treatment and Distribution
 - Rodeo Well
 - The new chlorine injection system has been installed and is now operational.
 - Not a potable well for the Town of Florence.
 - Water is used to water horses and put water on the rodeo grounds during rodeo events.
 - Well has been refitted.
 - Tank and pressure pump were donated.
 - Town assisted in pouring concrete.
 - 1st Street Waterline Project
 - The 1st phase of this project has been completed.
 - Crews have relocated all service lines to the 8” and the 12” main lines.
 - Can move forward with design for drainage and pavement
 - Well #3 Noise Mitigation
 - Analysis was done and a sound level meter was purchased

- Various noise readings were plotted and an investigation was done to determine where the noise was coming from.
- It was determined that there was a mechanical ratchet on the pump that is not required for the equipment was the cause of the noise.
- Removed mechanical ratchet and noise was mitigated.
- Wastewater Treatment
 - North Retrofit/Repair:
 - Installation of new polishing filter- Filters Effluent water sent to Florence Gardens golf course.
 - Installation of new mag meter for effluent flow tracking
 - Installation of new blower in equalization basin to assist with breakdown of FOG - (Fats, Oils & Grease)
 - South Retrofit /Repair:
 - Installation of new post equalization pump
 - Repair of chlorine feed pumps-replaced rotors & stators
 - Purchase of Dewatering Press
- Upcoming Projects
 - Well 1 Booster Station
 - Will allow the Town to feed Caliente and Florence Gardens from the wells that are located in the southern part of Town and vice versa.
 - Well 5 Booster Station
 - Should be completed in mid-January 2017
 - Well 5 Tank recoating
 - Once completed has life expectancy of approximately 20 years
 - Well 2 Chlorine Building
 - Water/Sewer Rate Study
 - Currently out for advertisement
 - Development Impact Fee Study
 - South WWTP Basin Closure
 - Approved at this meeting
 - North & South Recharge Permitting
 - Has been previously approved; however, will update Council via consent agenda
 - Attaway Signal Light
 - Pedestals and cabinets are being installed this week

Councilmember Anderson inquired about the waterlines, south of Town.

Mr. Salas stated that the 12" water loop is in the process of having the scope being written. The design will be started this year; however, the construction will start next fiscal year. He stated that a portion of the 12" water loop affects the Circle K project and a separate project is for the medical office.

Mr. Billingsley stated that the projects are fully dependent upon development agreements. One of the development agreements is in for the Town's review. Staff is waiting for two components:

- Development agreement with the developer for the medical facility
- Intergovernmental Agreement with the Florence Unified School District

Mr. Billingsley stated that the Town has agreed to the terms but are waiting on some engineering and a survey to be completed. Staff hopes to present the development agreement to Council at the next Council meeting.

Mr. Billingsley stated with regards to the second project regarding Circle K, the Town has not received the development agreement application as of yet. They are building a number of facilities and he is not sure where Florence is at on that list. He stated that the Town does not have money in its current budget and CIP to construct the water loop. The Town will utilize some of the funds in the CIP that were designated for maintenance, line extension, etc., to do its portion of the development agreements if they occur.

Mayor Walter inquired if the audit is available on line.

Mr. Billingsley stated that the audit is required to be on the website; however, he will also ensure that that the MAG presentation and the CIP updates are also available on the website.

Mr. Salas provided an update on the following CIP Projects:

- 1st Street Project
 - Drainage Report received today
 - Pavement portion of the project is under design
 - Should be receiving the Geotechnical Report in the next few days
 - Scheduled to be completed in May 2017
- Hunt Highway
 - Draft Geotechnical Report was submitted last week
 - Staff was obtaining traffic counts along Hunt Highway last week to determine traffic count and vehicular classification type.
- Florence Heights
 - First public meeting held approximately two weeks ago
 - Staff delivered flyers to everyone in the neighborhood to advise them of the public meeting.
 - Geotechnical Report has been completed.
 - Will be a mill and overlay or overlay project.
- Florence Gardens Phase IV and V
 - Design portions are currently with the on-call engineers along with a draft Geotechnical Report
 - Will start on design in near proximity

Mayor Walter inquired how long the traffic count will be on Hunt Highway.

Mr. Salas stated that the traffic count will be pulled. He stated that there are tubes for the traffic count at the Attaway and Hunt Highway signal intersection going east, west, and south of the intersection to determine the timing needs. He stated that the last count that was done was in 2012 or 2014. He stated that they anticipate turning on the signal by January 23, 2017; however, they do not have confirmation on the power as of yet. He stated that hardware is

being installed tomorrow; however, they will do the installation from approximately 9:00 am through 5:00 pm to mitigate issues with traffic.

Mr. Salas stated that they are receiving quotes for intersection counts to assist with their CIP planning for traffic signals in the future. This will include traffic count at all major intersections and important roads.

CALL TO THE PUBLIC

There were no public comments.

CALL TO THE COUNCIL – CURRENT EVENTS ONLY

Councilmember Hawkins stated that he has received approximately 8 – 10 compliments on the Main Street Extension sign.

Councilmember Guilin wished everyone a Merry Christmas.

Councilmember Anderson stated that he attended the Pinal County Water Augmentation Authority meeting and the water issues are something that the Town needs to keep themselves aware of. He also asked that the citizens be cautious when driving through crosswalks and to follow the speed limit. There have been issues at the Anthem K-8 School.

Councilmember Wall wished all the staff a Merry Christmas and a happy and safe New Year. She is looking forward to 2017.

Councilmember Larsen thanked everyone who assisted with her tour of the town and its facilities.

Mayor Walter informed the public of upcoming events, which included:

- Florence Library
 - Great American Puppet Theater on December 21, 2016
 - All Aboard the Polar Express on December 22, 2016
- New Year's Eve Block Party
 - December 31, 2016 on Main Street

ADJOURNMENT

On motion of Councilmember Hawkins, seconded by Councilmember Guilin, and carried to adjourn the meeting at 7:15 pm.

Tara Walter, 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 December 19, 2016, and that the meeting was duly called to order and that a quorum was present.

Lisa Garcia, Town Clerk

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

REGULAR MEETING OF THE PLANNING AND ZONING COMMISSION OF THE TOWN OF FLORENCE HELD THURSDAY, SEPTEMBER 15, 2016 AT 6:00 PM, IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.

CALL TO ORDER

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

ROLL CALL

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

PLEDGE OF ALLEGIANCE

Chairman Pranzo led the Pledge of Allegiance

DISCUSSION/APPROVAL/DISAPPROVAL of meeting minutes of the regular meeting conducted on July 7, 2016.

On motion of Vice-Chairman Putrick, seconded by Commissioner Bell, and carried to approve the minutes of the regular meeting conducted on July 7, 2016 with one correction.

NEW BUSINESS

PRESENTATION/APPROVAL/DISAPPROVAL of a Preliminary Plat application for Anthem at Merrill Ranch Unit 38 (PZ-16-54 PP) submitted by Pulte Group, Inc.

Gilbert Olgin, Senior Planner stated Pulte Group, Inc. is well known for its AMR master planned community located within the Town of Florence, Pulte Group, Inc. wants to bring the subject area through the platting and engineering process so there is adequate lot inventory to support emerging homebuilding activities in this area. This area will be part of the Sun City at AMR community and Pulte Homes will continue to be the homebuilder within this unit.

ANALYSIS:

Continual development of the AMR community will enhance the overall area, the Hunt Highway corridor and will help encourage development throughout the Town. This unit within the AMR Planned Unit Development (PUD) will be consistent with what has been previously been approved within the Sun City portion of the community.

The AMR PUD document, amended April 2008, designated areas for residential development within the entire master planned development. The residential lots contributed from AMR 38 will not increase the maximum overall allowed density of 3.5 dwelling units per gross acre stated on page 10 of the AMR PUD.

AMR Unit 38 includes 75 single-family residential lots with three points of ingress/egress into the subdivision. Vehicular access points begin with the Spirit Way collector onto Valor Way, and from two adjacent neighborhood streets; Patriot Way from existing AMR Unit 40 to the south and Daisy Drive from AMR Unit 34 proposed to the north. The minimum lot area proposed is 6071 sq. ft and the maximum lot area proposed is 17,941 sq. ft. The average lot size planned is 7,519 sq. ft. with a proposed density of 3.2 dwelling units per acre. A wash is located on the southwestern portion of this preliminary plat and runs from northwest to southeast, which is also included as open space for the community trail system.

Town of Florence Public Works and Fire Department staff have reviewed the AMR 38 Pre-Plat and are satisfied with this preliminary plat advancing. Final comments from these departments will be addressed on the civil plans and final plat for this unit.

CIRCULATION

Neighborhood streets in AMR 38 are designed and constructed with a 40 ft. wide right-of-way, which is consistent with the AMR PUD zoning. The Town Engineer has reviewed street widths and designs. AMR 38 is connected to surrounding subdivisions using neighborhood streets and Spirit Loop Road serves as a major collector to the site.

OPEN SPACE

Each unit meets and or exceeds the 15% open space required per the AMR PUD. In addition, the community amenities include community parks, Poston Butte golf course, trails and greenbelts, desert washes and landscape buffers in and around the community. In addition to the community centers and recreation buildings, 29% of the community is dedicated to open space or additional recreation amenities for community members.

STAFF FINDING:

- The proposed preliminary plat is in conformance with the AMR PUD and Town Code requirements.
- Three points of vehicular access are proposed.
- AMR Unit 38 meets the density and open space requirements of the AMR PUD.

STAFF RECOMMENDATION:

Staff recommended that the Planning and Zoning Commission approve this Preliminary Plat, subject to the following conditions of approval.

1. Development of subdivision shall comply with all applicable Town codes, including all applicable planning, building, and fire and engineering requirements.
2. Developer/Property owner is responsible for all applicable street dedications and improvements at the time the subdivision is developed, except as otherwise approved by the Town of Florence.
3. The Fire and Public Works departments retain the right to address additional development details for this subdivision, such as, but not limited to, easements, dedications, storm water and drainage improvements, ADA compliance, and fire hydrant placements during the reviews of the civil plans and final plats for the subject unit.

On motion of Chairman Pranzo, seconded by Vice-Chairman Putrick, and carried to approve the Anthem at Merrill Ranch, Unit 38 (PZ-16-54 PP) Preliminary Plat application submitted by Pulte Group, Inc.

Chairman Pranzo had a question for Randy Christman representing Pulte Group, which he answered sufficiently. Mr. Pranzo asked if Randy had reviewed the staff recommendations with the staff report. Randy Christman, representing Pulte Group, Inc. stated he was in agreement with the conditions proposed by staff.

Chairman Pranzo had a question for Town staff if all the Town departments had reviewed and signed off for the Pre-Plat. Gilbert Olgin, Senior Planner stated all departments had reviewed and signed off on the application.

CALL TO THE PUBLIC/COMMISSION RESPONSE

Call to the Public for public comment on issues within the jurisdiction of the Planning and Zoning Commission. Individual Commission members may respond to criticisms made, may ask staff to review a matter raised or may ask that a matter be put on a future agenda. However, members of the Commission shall not discuss or take action on any matter during an open call to the public unless the matters are properly noticed for discussion and legal action.

Gilbert Olgin addressed the Commission as a member of the public. Mr. Olgin explained the Town of Florence received an award from the Arizona American Planning Association regarding a historic property known as the "Ruiz" residence within the Town of Florence Historic District. He noted the project was very rewarding to the individual but also beneficial to the Town because of rehabilitating a property along a corridor into the Downtown.

CALL TO THE COMMISSION- CURRENT EVENTS ONLY

Vice-Chairman Putrick explained a proposed project within Pinal County was approved for a land use entitlement near Casa Grande where a company by the name of Attesa will provide an Arizona motor sports park. This will include race tracks and other associated uses with motorized sports, and the project will be in operation by early 2020 and may bring in over 2000 jobs into Pinal County.

ADJOURNMENT

On motion of Vice-Chairman Putrick, seconded by Commissioner Bell, and carried to adjourn the meeting at 6:17 pm.

X  _____
Gary Pranzo

 _____
Date

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

REGULAR MEETING OF THE PLANNING AND ZONING COMMISSION OF THE TOWN OF FLORENCE HELD THURSDAY, OCTOBER 20, 2016 AT 6:00 PM, IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.

CALL TO ORDER

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

ROLL CALL

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

PLEDGE OF ALLEGIANCE

Chairman Pranzo led the Pledge of Allegiance

NEW BUSINESS

PRESENTATION/DISCUSSION/RECOMMENDATION of a request by the Land Development Consultants, Inc. on behalf of J & B Trucking Inc. to utilize the Town Core Infill Incentive Plan (TCIIP) to approve limited deviations from development standards on commercial property located at 255 South Main Street, southeast corner of East Brady Street and South Main Street.

Gilbert Olgin, Senior Planner stated Circle K Stores Inc. ("Circle K") currently has two convenience stores in Florence. These stores are within close proximity of each other, the larger of the two stores is located at 20 West South Main Street and the smaller site is located at 105 South Main Street. Both stores include fueling stations.

In an effort to remain competitive with more modern convenience stores throughout the Arizona region, the applicant proposed a new Circle K development that includes the construction of a 5,881 sq. ft. store with eight gasoline dispensing pumps. The proposed project would be located on a currently developed, but abandoned, commercial lot on the southeast corner of Main Street and Brady Street. Circle K plans on closing the two existing stores if this new location is approved.

This subject site was once home to the Foxworth-Galbraith Truss Company. After the slowdown of the housing market, the business struggled to recover from the Great Recession that followed. Different commercial uses have occupied the building in the years that followed, but currently, the building is unoccupied.

In order to develop the site in a manner that is functional and still compatible with the historic buildings along Main Street, Circle K requested minor development deviations per the Town Core Infill Incentive Plan (TCIIP) request.

PROJECT DATA:

Parcel Number(s):	202-03-0580
Gross Acreage:	1.24 acres
Existing Use:	Vacant building
Proposed Use:	General Retail
Zoning:	Highway Business Comm. (B-2) Zoning District
Building Area:	5,881 sq. ft.
Building Height:	23 ft. – 8 in
Parking Required:	20 stalls, 1 ADA Van Accessible stall
Parking Provided:	24 stalls, 1 ADA Van Accessible stall

ANALYSIS:

Specific deviations are related to building setbacks, landscaping, screen walls and signage.

BUILDING SETBACKS:

Building Setbacks:	<u>Required</u>	<u>Provided</u>
Front (Collingwood St)	25 ft	25 ft
Street Side (S. Elizabeth St)	20 ft	20 ft
Side (SR 79)	20 ft	20 ft
Rear (E. Brady St)	10 ft	5 ft

The above table demonstrates that this project meets or exceeds the required setbacks of 25 feet on the front and 20 feet on the interior sides, but approval of this TCIIP request is necessary for the rear setback deviation.

Infill development, particularly on the edge of a developed historic district, can present some site development challenges. This is why, in part, the Town has this Infill tool, as well as special Zoning Districts to enhance development opportunities in the Town's core. Developing on this site was made a bit more challenging due to Circle K needing to maintain a minimum 300 foot separation from the nearby church per the requirements of their existing Liquor License for the site. After several site plan and elevation reiterations, staff believed that the building orientation, reduced setback and 4-sided architectural elevations are acceptable. In fact, reduced setbacks are typically welcomed along our Main Street.

SCREEN WALLS:

Currently, the site is wrapped by a six foot high chain link fence that includes additional security features in some locations. Fortunately, this project will remove all of the existing nonconforming and unattractive fencing. Though the Town Code requires a six foot wall between any new commercial development and existing residential development, Circle K has proposed to reduce this to a 3 foot high masonry wall. In addition, the building's north elevation essentially serves as the project's north wall.

Again, we look at the challenges of applying codes for new development to Infill development and the results of such. In this case, staff contends that the shorter wall is far more superior from an aesthetic perspective and maintaining the openness of a commercial site also has its own advantages for security, neighborhood access, etc. Landscaping will also be used to supplement the screening on the east side of the property.

LANDSCAPING:

The site will have attractive desert landscaping, but there will be an inherent reduction in overall landscaping due to the Infill nature of this project and the reduced rear building setback. The south side of the project actually borders some additional off-site improvements, including a water station, car wash and small office. This situation, as it is today, makes landscaping along this frontage a challenge. If Circle K is able to acquire these parcels and expand the project, staff will expect to see an amended site plan that adds back landscaping along this side of the project. Overall, the site design, attractive elevations and reduced landscaping work well for this site.

SIGNAGE:

The applicant is proposing a modern double-sided monument sign. The bottom of the proposed sign will feature stone brick veneer to match the rest of the building, with four more components. Two of the mid-section panels will be digital format to be utilized for the fuel prices; the last component of the sign will feature the Circle K brand logo.

The sign will reach the height of 15 feet and the possible sign area could exceed 40 square feet. As such, this monument sign deviation is also addressed in the applicant's TCIP request.

Though the current sign standard in this situation is an eight foot tall sign with 32 square feet of sign area, staff notes that there is an existing nonconforming sign on the site that is approximately 15 feet in height. Circle K has indicated their willingness to remove the existing unattractive pole sign and replace it with a much more aesthetically pleasing and modern monument sign. Additionally, Circle K has indicated their intent to remove the old pole signs at their existing stores downtown upon them ceasing operations.

STAFF FINDINGS:

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

1. The Town Core Infill Incentive Plan was lawfully adopted and the District was created under the rules and guidelines established by the State of Arizona.
2. This project is consistent with the Goals and Objectives of the Town Core Infill Incentive Plan, specifically by encouraging new and complementary commercial development within the Town's core.
3. The subject parcel is within the Infill Incentive District and the conditions and circumstances applicable to these parcels support this request.
4. The development of the subject site will eliminate existing blight and nonconforming development conditions on the subject parcel.
5. Approval of this TCIP request will allow for the beneficial investment of funds into the subject property and the Town core.
6. Development of the site will enhance property values for the site, which produces a positive fiscal impact for the Town, Pinal County, Florence Unified School District and others.

PUBLIC PARTICIPATION:

Public hearings are not required for this case, but this case has been placed on the agendas for the Planning and Zoning Commission and Town Council and said agendas have been lawfully posted.

No written or verbal opposition have been submitted on this case.

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

October 20, 2016 Planning and Zoning Commission (recommendation)

November 7, 2016 Town Council (action)

All meetings will be held at Town Hall Council Chambers – 775 North Main Street.

STAFF RECOMMENDATION:

By acting on this case, the Planning and Zoning Commission thereby accepted staff's findings made on this request. Based on the findings established for this case, staff recommended that the Planning and Zoning Commission send the Town Council a favorable recommendation for this case, subject to the following conditions:

1. Approval of this request is contingent upon a companion Design Review application, and all the terms of such application approval, for the new Circle K on the subject site.

2. Approval of this request shall be rescinded if Circle K, or their applicable assignees, does not enter into a Development Agreement with the Town, which is a requirement of the project's Design Review approval.
3. Construction, except as approved by this request, shall comply with all applicable Town codes, including all applicable building, fire and engineering codes.

On motion of Vice-Chairman Putrick, seconded by commissioner Bell, and carried to recommend the Circle K Convenience Store Infill Incentive Plan Application (PZ-16-56 INF) to Town Council, submitted by Circle K Stores, Inc.

Vice-Chairman Putrick stated he was in support of consolidating two separate convenience stores into one new store, but not in support of building a new Circle K store and having two vacant buildings or three Circle K convenience stores in the Town of Florence.

Chairman Pranzo stated his use of the Infill Incentive Plan to evaluate and interpret this application. Pranzo stated his concern of having two vacant buildings with the opening of a new Circle K convenience store based on the overall goals the Town Core Infill Incentive Plan.

Michael Scarbrough with Circle K Stores, Inc. stated Circle K has no control of what may happen to those buildings since they are owned by two separate landowners, but has plans on finding a new tenant for the new Circle K convenience store east of Main Street. The old Circle K convenience store at Main and Butte is under discussion with the property owner to possibly acquire the property and have a new tenant or another option that would be to acquire the land, demolish the building and work with the Town to redevelop the parcel. The applicant reiterates that they are confident one of the two options for handling the Main and Butte property will come to fruition.

Chairman Pranzo stated he would like to add conditions to the project regarding the two previous Circle K convenience stores and how they would be affected by this project.

Michael Scarbrough reiterated Circle K, Inc. would be performing infill on what is currently a vacant lot/building and will be infilling this lot with a new building. Scarbrough also stated the development of this new Circle K convenience store is un-related to what may occur at the two previous Circle K convenience store locations. He then concluded Circle K has had success with leasing/selling buildings in the past and is confident they can find new tenants.

Council liaison, Bill Hawkins, stated the two previous Circle K properties should not be related to the Circle K Infill Incentive application, Chairmen Pranzo reiterated he views the application differently from the Town's perspective and not just the Circle K site.

Vice-Chairmen Putrick stated his concern of how the two old Circle K buildings should be prevented from becoming two more gas convenience stores.

Michael Scarbrough stated they will be removing the previous fuel operations, including pumps and underground tanks. The likelihood of a new business coming in to operate new gas pumps is very slim. Circle K, Inc. doesn't foresee any other corporations or "mom and pop" competitors using the old commercial sites because of the conditions and constraints of the old buildings and sites.

Gary Pranzo concluded he liked the new Circle K project itself and is just wanted to make sure he is implementing the Town Core Infill Incentive plan properly.

Michael Scarbrough then stated Circle K, Inc. is looking at acquiring the two adjacent properties to the south and will actually be infilling more properties then allowing more properties to go vacant.

PRESENTATION/APPROVAL/DISAPPROVAL of a Design Review application for a proposed Circle K Convenience Store located at 255 South Main Street, southeast corner of East Brady Street and South Main Street.

Gilbert Olgin, Senior Planner, stated Circle K Stores Inc. ("Circle K") currently has two convenience stores in Florence. These stores are within close proximity of each other, the larger of the two stores is located at 20 West South Main Street and the smaller site is located at 105 South Main Street. Both stores include fueling stations.

In an effort to remain competitive with more modern convenience stores throughout the Arizona region, the applicant proposed a new Circle K development that includes the construction of a 5,881 sq. ft. store with eight gasoline dispensing pumps. This proposed project would be located on a currently developed, but abandoned, commercial lot on the southeast corner of Main Street and Brady Street. Circle K plans on closing the two existing stores if this new location is approved.

This subject site was once home to the Foxworth-Galbraith Truss company. After the slowdown of the housing market, the business struggled to recover from the Great Recession that followed. Different commercial uses have occupied the building in the years that followed, but currently, the building is unoccupied.

In addition to this application and in order to develop the site in a manner that is functional and still compatible with the historic buildings along Main Street, Circle K is requesting minor development deviations per a companion Town Core Infill Incentive Plan (TCIIP) request.

PROJECT DATA:

Parcel Number(s):	202-03-0580
Gross Acreage:	1.24 acres
Existing Use:	Vacant building
Proposed Use:	General Retail
Zoning:	Highway Business Comm. (B-2) Zoning District
Building Area:	5,881 sq. ft.

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Building Height:	23 ft. – 8 in
Parking Required:	20 stalls, 1 ADA Van Accessible stall
Parking Provided:	24 stalls, 1 ADA Van Accessible stall

Building Setbacks:		<u>Required</u>	<u>Provided</u>
Front	(E.Collingwood St)	25 ft	25 ft
Street Side	(S. Elizabeth St)	20 ft	20 ft
Side	(SR 79)	20 ft	20 ft
Rear	(E. Brady St)	10 ft	5 ft

This project meets or exceeds the required setbacks of 25 ft. on the front and 20 ft. on the interior sides, but approval of the companion TCIP request is necessary for the rear setback deviation, as well as reductions with landscape buffers.

ANALYSIS:

The Design Review application is provided to review the site design and aesthetics of the proposed convenience store facility. The application is broken down into five main components:

- Building Elevations
- Access/Parking
- Landscaping
- Grading and Drainage
- Signage

BUILDING ELEVATIONS:

Circle K was cooperative in meeting with Town staff in creating a convenience store building with facades compatible with the Town of Florence architectural styles. The building and fuel station canopy uses elements of Transformed Sonoran and Transitional (Territorial) architectural styles, including red brick similar to many historic buildings in Florence. Additionally, the proposed structures have linear proportions similar to neo-classical commercial buildings found within the Historic District built in the early 20th century. Earth tone colors are prevalent on the front faces of the building, including tan on the flat acrylic stucco portions of the building and patina green on the metal awnings on all four sides of the building. The applicant proposed a “smoked” glass for the south side viewing windows and doors and stated ornamental “gooseneck” type light fixtures will exist on all four sides of the building.

Staff noted that the particular orientation of the building (perpendicular to Main Street) is largely due to the need to keep a minimum distance from the church to the south in order for this establishment to maintain the liquor license issued for this site.

ACCESS:

This site will contain three vehicular access points that will provide ingress and egress for vehicular traffic including emergency services. Two 40 ft. wide access points will occur along Main Street for primary access. There will also be cross-access to the properties to the south and an additional driveway on Elizabeth Street. A traffic impact analysis (TIA) has been submitted by the applicant for review by ADOT and the Town Engineer.

Section 150.163 of the Land Use Development Code requires one parking stall per 300 sq. ft. floor area. Parking on the site will meet minimum code requirements, totaling 24 stalls and one accessible parking space, which is provided in front of the store per the ADA requirements (1 ADA space per 1- 25 total parking spaces). All regular parking spaces will be situated in the front with five additional overflow spaces that will exist near the canopy, fueling pump stations. The convenience store will total 5,881 sq. ft. and off-site loading is provided, but not required per Section 150.164 of the Land Use Development Code. Facilities with 15,000 square feet or more require off-street truck loading or unloading berths.

Staff requests the site plan show the appropriate location of parking bollards, bike parking, and crosswalks from the fuel pumping canopy to the convenience store.

GRADING AND DRAINAGE:

The proposed project will provide up to the 100 year one hour event (underground retention) per a single eight ft. diameter pipe on the southwest corner of the site. All other grading and drainage requirements must be determined by the Town Engineer.

LANDSCAPE/SCREENING:

The landscape design is considerate of surrounding residential properties. Circle K proposed to buffer any visual/noise disturbances from the site by providing landscape buffers and screen walls around nuisances to alleviate any affects to the surrounding property owners. For screening purposes, the applicant proposed to place 3-ft screen walls along the north side and east side of the building. The applicant has decided to exhibit the projects boundaries while having a welcoming feel to the surrounding neighborhoods to the north and east. The applicant's TCIP request also addresses a minor deviation in the standards for screen walls.

Desert type landscaping will occur along Main Street, on the west side, north side and east side of the building to buffer against surrounding residential uses. A conceptual plant palette has been provided by the applicant and landscaping is encouraged to consist of low water use trees and shrubs. Low water use plants are encouraged for use as stated in Section 150.134 of the Land Use Development Code. All other landscaping within the site shall adhere to Part 4 of the Landscape Standard Sections 150.131 thru 150.145 within the Land Use Development Code.

The applicant shall adhere to Part 2 of the Land Use Development Code Sections 150.083 thru 150.091 for outdoor lighting control. LED lighting is proposed for use on-site. All lighting used for the external illumination of buildings, parking and outdoor uses shall be directed down and

away from adjacent properties and shall be designed to minimize glare. Outdoor lighting fixtures shall be arranged and shielded so that lightning shall not shine or reflect directly onto adjacent residential property. Compliance with local light control and dark sky regulations is required.

SIGNAGE:

Main Building Wall Signs

The Circle K wall sign above the building front entrance will have approximate dimensions of 13 ft by 5 ft. This falls within the requirements of Section 150.107 of the Land Use Development Code Notes 1 – 4 for wall signage. Brand logos will also be placed on the southwest and northwest corners of the building visible to traffic along Main Street. These wall logo signs dimensions also fall within the wall signage code requirements. Signs are not more than 200 sq.ft., do not extend more than a distance of 80 percent or greater than the width of the building and do not exceed more than one sq. ft. for each lin. ft. of the building wall upon which the sign is displayed.

Canopy Signs

Circle K's wall canopy signs will have approximate dimensions of 13 ft by 3 ft. This falls within the requirements of Section 150.107 of the Land Use Development Code, Section 1 - 4 wall signage. Signs are not more than 200 sq.ft. do not extend more than a distance of 80 percent or greater than the width of the building and do not exceed more than one sq. ft. for each lin. ft. of the building wall upon which the sign is displayed.

Monument Sign

The applicant is proposing a modern double-sided monument sign. The bottom of the proposed sign will feature stone brick veneer to match the rest of the building, with four more components. Two of the mid-section panels will be digital format to be utilized for the fuel prices; the last component of the sign will feature the Circle K brand logo.

The sign will reach the height of 15 ft. and the width of four ft. by two in, thus, making the possible sq.ft. in sign area a total of over 40 sq. ft. As such, this monument sign deviation is also addressed in the applicant's companion TCIP request.

STAFF RECOMMENDATION

Staff found this application, as condition, was in compliance of applicable Town codes and in keeping with the character established for this area. Staff hereby recommended approval of the Design Review application for PZ-15-55 DR, subject to the following conditions:

1. Design Review approval shall expire in one year from this approval date (October 20, 2016), if a building permit is not issued for the subject construction within said period.

2. Project shall meet all applicable Fire Code requirements, including, but not limited to, meeting requirements for access, circulation, delineation of fire lanes, hydrant locations, minimum building fire sprinkler and alarm system requirements and minimum required fire flows for the subject building.
3. A Development Agreement shall be entered into between the applicant and the Town of Florence, and potentially other parties, that addresses the terms for required infrastructure improvements and costs and provisions for easements prior to the issuance of a Final Certificate of Occupancy.
4. Project is required to have legal cross-access per site plan and ADOT approval is required prior to the issuance of a Final Certificate of Occupancy.
5. Exterior lighting on the property and buildings shall be in compliance with applicable light control restrictions.
6. Monument signage shall be located on the property, outside of the ADOT Right-of-Way and outside of the "Sight Triangle" Section 150.169 of the Town Code.
7. All utility boxes, back-flow preventers and similar equipment shall be painted to match the surrounding buildings.
8. Final plans for screen walls and landscaping are subject to the review and approval of the Community Development Department.
9. An amended Design Review application shall be required if the site (APN 202-03-0580) is increased with the addition of the two property to the south, adjacent to the site (APN 202-03-059B and 202-03-059A). If the subject lots are merged, a lot combination for all three parcels is required.
10. Approval of this Design Review application is contingent upon Town Council's approval of a companion Town Core Infill Incentive Plan (TCIIP) request for the project that permits site development deviations pertaining to building setbacks, landscape setbacks, sign height and area requirements and screen wall requirements.

On motion of Chairman Bell, seconded by Vice-Chairman Putrick, and carried to approve the Circle K Design Review Application (PZ-16-55 DR) submitted by Circle K, Inc.

Michael Scarborough, Inc. stated he is in agreement with the conditions proposed by staff.

PRESENTATION/APPROVAL/DISAPPROVAL of a Design Review application for a proposed Medical Office and Pharmacy located at 240 West Highway 287, south of the Town Core.

Will Randolph, Town Planner, gave a presentation that Real Estate Developer SimonCRE Beacon V, LLC, proposed to develop a new single-story medical office building consisting of

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approximately 12,200 sq. ft. on what is currently a vacant lot. The subject lot is located in front of the Family Dollar store and in between the Green Tree Inn and Suites and Burger King. This project will be "Build to Suit" with the future medical practice user having up to 12 exam rooms, as well as additional ancillary professional office space, encompassing approximately 9,682 sq. ft. of the building. A portion of the building will also contain a related pharmacy component encompassing approximately 2,500 sq. ft. The pharmacy will feature a drive-thru window with a canopy on the west side of the building.

In addition to the aforementioned surround uses, Fresenius Kidney Care San Tan Dialysis is located to the west of the subject site. The applicant's proposed use will complement the surrounding uses and will fill in ("Infill") a vacant lot that is between the existing structures. The site currently has zoning of Business Commercial (B-2), which allows for the proposed land uses to take place at this location. Medical/pharmacy uses will be compatible with the dialysis center adjacent to the west, and the proposed site plan allows for flow and access to the west and eastern adjacent sites.

Project Data

Parcel Number(s):	202-06-001R
Gross Acreage:	2.402 acres
Existing Use:	None
Proposed Use:	Office Professional 9,682 sq. ft. Pharmacy 2,500 sq. ft.
Zoning:	Highway Business Commercial (B-2) Zoning District
Building Area:	12,182 sq. ft.
Building Height:	21 ft. – 4 in
Parking Required:	74 stalls, total, 3 ADA Van accessible
Parking Provided:	80 stalls, 6 ADA Van accessible

Applicant meets or exceeds the required setbacks of 25 ft. on the front, 10 ft. on the interior sides, and 10 ft. on the rear property lines.

ANALYSIS:

The Design Review application is provided to review the site design and aesthetics of the proposed medical office/pharmacy. The application can be broken down into five main components:

- Building Elevations
- Access/Circulation
- Landscaping
- Grading and Drainage
- Signage

BUILDING ELEVATIONS:

The architectural style of the proposed building will be southwest contemporary, which is appropriate with the surrounding existing structures. The fundamental design and color scheme for the proposed building was modeled after the Fresenius Kidney Care San Tan Dialysis building to the west and the Family Dollar store to the east with features of the Green Tree Inn and Suites also being considered. Extra attention was paid to the building's south elevation, which will be prominently viewed from the adjacent State Highway. Colors on all four elevations include earth/desert tones that blend well with the Florence area and the surrounding structures. Overall, the color scheme adds to the southwestern contemporary architecture element. Windows and doors of the building adhere with the vertical nature and interaction of the reveals and score lines of the building.

ACCESS:

This site will contain two vehicular access points that will provide ingress and egress for patrons and emergency services. Two 26 ft wide access points will occur from shared access points to the east and the west. The proposed access from the east will extend from an existing retail center (Family Dollar) parking lot. The applicant will provide paved access improvements to an existing shared drive to the east through the south portion of the existing Family Dollar store parking lot. The applicant will provide westerly access to the existing private access drive that serves the Fresenius Kidney Care San Tan Dialysis building and the Green Tree Inn and Suites. A Traffic Impact analysis statement has been provided by the applicant to the Arizona Department of Transportation Department (ADOT) for review in conjunction with the Town Engineer.

Per the Town Code (Section 150.163), one parking space is required per 150 S.F. for medical offices and one space is required per 300 sq. ft. for retail/commercial uses under the health care parking category. The proposed medical/pharmacy building has a proposed 12,182 sq. ft. total floor area, with 9,662 sq. ft. designated for the medical office portion and 2,500 sq. ft. designated for the pharmacy portion. Seventy-four parking spaces are required and the applicant is proposing 80 spaces, including eight ADA accessible parking stalls.

National parking standards require 9 ft. by 18 ft. parking stalls dimensions, and the applicant meets those requirements. Aisle widths between 90 degree parking stalls are 27 ft., which also meet the National requirements of the 24 ft. minimal aisle standards.

No offsite loading is required per Section 150.164 of the Land Use Development Code. The applicant has agreed to exceed the Town Code requirements by providing truck loading/unloading berths on the rear side of the property. This would also accommodate ambulance emergency vehicles and other emergency apparatuses.

GRADING AND DRAINAGE:

Grading and retention will be done in accordance with Town codes and the subject site will have primary retention basins along the south side of property. Surface retention basins will include attractive landscaping to aid in the appeal of the property to the surrounding users and traffic

along State Highway 287. It is anticipated that the site will also have some underground retention.

LANDSCAPE/SCREENING:

The landscape design will consider the surrounding developments. The applicant plans to buffer any visual/noise disturbances from the site by providing landscape buffers and screen walls to alleviate any affects to the surrounding property owners. For screening purposes, the applicant proposed to place six ft. screen walls along the north side and west side of the building.

Desert xeriscape landscaping will be used in landscape retention areas along State Highway 287, as well as the west and north boundaries of the building to buffer against vehicle noise and other disturbances. A conceptual plant palette has been provided by the applicant and consists of low water use trees and shrubs with (39) 24 in box gallon trees and numerous five-one gallon shrubs. Landscaping areas will consist of decomposed half inch Madison Gold (DG) granite around trees/shrubs and in any retention areas. In addition, Town staff also requested the three landscaped islands and perimeter landscaping contain half inch Madison Gold (DG) within the locations shown in the site plan. Low water use plants are encouraged for use as stated in Section 150.134 of the Land Use Development Code, and all other landscaping within the site shall adhere to part four of the landscape standard sections 150.131 thru 150.145 of the Land Development Code.

The applicant shall adhere to part 2 of the Land Development code sections 150.083 thru 150.091 for outdoor lighting control. LED lighting is intended to be used on site for the external illumination of buildings and used for parking and outdoor uses. Lighting shall be directed down and away from adjacent properties and to minimize glare, and shall be arranged/ shielded so lighting shall not shine or reflect directly on any adjacent residential property. Compliance with local light control and dark sky regulations is required.

SIGNAGE:

A complete signage Design Review application package will be submitted at a later date. The submitted site plan shows monument signage in the State Highway 287 ROW. The applicant understands that the sign will need to be set back from the highway.

STAFF RECOMMENDATION

Staff found this application was in compliance of applicable Town codes and in keeping with the character established for this area. Therefore, staff hereby recommended approval of the Design Review application for PZ-15-58 DR, subject to the following conditions:

1. Design Review approval shall expire in one year from this approval date (October 20, 2016) if a building permit is not issued for the subject construction within said period. Project construction shall comply with all applicable Town codes, including all applicable building, fire and engineering codes.

2. Project shall meet all applicable Fire Code requirements, including, but not limited to, meeting requirements for access, circulation, delineation of on-site and off-site fire lanes, hydrant locations, minimum building fire sprinkler and alarm system requirements and minimum required fire flows for the subject building.
3. A Development Agreement shall be entered into between the applicant and the Town of Florence, and potentially other parties including the Florence Unified School District, that addresses the terms for required infrastructure improvements and costs and provisions for easements prior to the issuance of a Final Certificate of Occupancy.
4. Project shall comply with final grading and drainage plans subject to the Town of Florence Engineer.
5. ADOT approval is required prior to the issuance of a Final Certificate of Occupancy.
6. Exterior lighting on the property and buildings shall be in compliance with applicable light control restrictions.
7. Exterior signage will require Design Review approval. Monument signage, if utilized, must be located on the property and outside of the ADOT Right-of-Way.
8. All utility boxes, back-flow preventers and similar equipment shall be painted to match the surrounding buildings.
9. Final plans for screen walls and landscaping are subject to the review and approval of the Community Development Department.

On motion of Commissioner Bell, seconded by Vice-Chairman Putrick, and carried to approve the Medical Office and Pharmacy Design Review Application (PZ 16-58 PP) submitted by SimonCRE Beacon V, LLC.

Mark Barbour, representing Archicon Architecture and Interiors, L.C. stated he is in agreement with the conditions proposed by staff.

CALL TO THE PUBLIC/COMMISSION RESPONSE

Call to the Public for public comment on issues within the jurisdiction of the Planning and Zoning Commission. Individual Commission members may respond to criticisms made, may ask staff to review a matter raised or may ask that a matter be put on a future agenda. However, members of the Commission shall not discuss or take action on any matter during an open call to the public unless the matters are properly noticed for discussion and legal action.

No public comment.

CALL TO THE COMMISSION- CURRENT EVENTS ONLY

No commissioner comments

ADJOURNMENT

On motion of Vice-Chairman Putrick, seconded by Commissioner Bell, and carried to adjourn the meeting at 7:03 pm.

x 

Gary Pranzo



Date

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8a.
MEETING DATE: January 17, 2017 DEPARTMENT: Public Works STAFF PRESENTER: Christopher A. Salas, Public Works Director/Town Engineer SUBJECT: Approval to award a contract to Regional Pavement Maintenance of Arizona, Inc., for the Florence Heights Road Improvements Project		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Motion to enter into a contract with Regional Pavement Maintenance of Arizona, Inc., for the not-to-exceed amount of \$140,000 under the Job Order Contract (JOC) 2014-007 for the City of Buckeye. This project is identified as CIP Project "Florence Heights Road Improvements".

BACKGROUND/DISCUSSION:

Florence Heights Road's asphaltic concrete is in poor condition with signs of block cracking, alligator cracking and releveling. Currently there are no drainage improvements so the majority of the storm water runoff ponds on the road causing further degradation.

The improvements consist of a 2-inch asphalt overlay and limited curb and gutter.

The drainage improvements need further coordination with adjacent property including permitting with San Carlos Irrigation District. This work will be accomplished on a separate contract at a later date.

The award of this contract will allow a Notice to Proceed for the project work consisting of overlay improvements along Florence Heights Road.

FINANCIAL IMPACT:

Currently, the tentative budget for the project is projected to be \$140,000 and will be funded with HURF CIP Funds from line item 012-566-507 of the current Fiscal Year 2016/2017 Budget.

The fixed fee proposed for this project has been negotiated by staff and compared to three independent estimates prepared by three separate companies.

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

5.632 Vendor Selection

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

STAFF RECOMMENDATION:

Staff recommends awarding of the Contract to Regional Pavement Maintenance of Arizona, Inc., for the not-to-exceed amount of \$140,000 to facilitate the overlay improvements on Florence Heights Road.

ATTACHMENTS:

1. Cooperative Cover Contract
2. Regional Pavement Proposal No. 161065R1/Scope of Work
3. City of Buckeye Fully Executed JOC No. 2014-007 for Street Maintenance
4. City of Buckeye Change Order No. 1, JOC No. 2014-007 for Street Maintenance

**TOWN OF FLORENCE, ARIZONA
CONTRACT FOR COOPERATIVE USE OF CITY OF BUCKEYE
SOLICITATION/CONTRACT NO. 2014-007 FOR JOB ORDER CONTRACT STREET
MAINTENANCE SERVICES**

THIS CONTRACT (the "Contract") is made and entered into effective as of the 17th day of January, 2017 ("Effective Date"), by and between the Town of Florence, Arizona (the "Town"), and Regional Pavement Maintenance of Arizona, Inc. (the "Contractor") and together with the Contract Documents referred to and incorporated herein, is the "resultant contract" contemplated in the City of Buckeye Solicitation/Contract No. 2014-007 for Job Order Contract Street Maintenance, effective March 13, 2014 and Change Order No.1. The Town and the Contractor are sometimes referred to in this Contract collectively as the "Parties" and each individually as a "Party".

1. **SCOPE OF WORK:** The Contractor shall provide the Town the materials and services described in the attached scope of materials and services set forth in **Exhibit "1"** ("Services"). The Contractor shall provide the Services in accordance with the schedule attached in **Exhibit "1"**, and the Contract Documents, including all exhibits to the Master Contract including but not limited to any Standard Terms and Conditions and Detailed Specifications. Contractor agrees, at its own cost and expense, to do all of the work and furnish all of the equipment, personnel and materials necessary to provide, in a good and substantial manner and to the satisfaction of the Town, the Services.
2. **PRIORITY OF DOCUMENTS.** It is further expressly agreed by and between the parties that should there be any conflict between the terms of this Contract, the Master Contract, or the Contractor's Proposal, then this Contract and the provisions of the Contract Documents shall control and nothing herein shall be considered as an acceptance of the terms of the said Proposal conflicting herewith or the Master Contract, unless expressly stated herein.
3. **INCORPORATION:** For and in consideration of this Contract and other good and valuable consideration, the Contractor agrees that the master cooperative solicitation/contract (the City of Buckeye Solicitation/Contract No. 2014-007 for JOC Street Maintenance, effective March 13, 2014 and Job Order Contract Between City of Buckeye and Regional Pavement Maintenance of Arizona, Inc. Contract Number: 2014-007) is in full force and effect, and all terms and conditions of the Master Contract are incorporated by reference into this Contract, creating an agreement identical in terms between the Town and Contractor. In the Master Contract, the terms: "City", "City of Buckeye", shall be deemed to be and refer to the Town of Florence; the terms: "Maricopa County", shall be deemed to be and refer to Pinal County; the terms: "Manager, Construction and Contracting", shall be deemed to be and refer to the Florence Public Works Director, Town of Florence, 425 E. Ruggles Street, Florence, AZ 85132; and the terms: "Respondent", or "Contractor," or "Job Order Contractor", or "Regional Pavement Maintenance of Arizona, Inc." shall be deemed to be and refer to the Contractor under this Contract.

4. **CONTRACT DOCUMENTS:** This Contract consists of the following contract documents, which by reference are incorporated herein:
 - A. This signed Contract.
 - B. The solicitation Documents for the City of Buckeye Solicitation/Contract No. 2014-007 for JOC Street Maintenance, effective March 13, 2014 between the City of Buckeye and Regional Pavement Maintenance of Arizona, Inc., including, but not limited to: Instructions; Fee Schedules; Notices; Checklists; Requirements for Proposers; General Conditions; Special Conditions; Scope of Work; Work Schedule; Certificates of Compliance; Warranties for Work; Work Forms; Attachments; Price Sheets; Questionnaires; Response Forms; Specifications and Pricing Sheets; Special Provisions and Specifications; Technical Provisions and Specifications; Schedules; Cooperative Authorizations; Exhibits; **Contract No. 2014-007, Change Order No.1** dated August 14, 2014 (the "Contract Documents" or "Master Contract").
5. **CONTRACT PRICING:** Contract pricing shall be consistent with the Contract Documents and Contractor's Proposal and is listed in **Exhibit "1"** (Price Sheet), and shall not exceed **\$140,000**.
6. **TERM OF CONTRACT:** The term of this Contract shall be from the Effective Date through satisfactory completion of the Services or delivery of Goods and acceptance of the Services and/or Goods by the Town. Time is of the essence to the terms of this Contract.
7. **COMPLIANCE WITH FEDERAL AND STATE LAWS.**
 - A. The Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.
 - B. Under the provisions of A. R. S. § 41-4401, Contractor hereby warrants to the Town that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A. R. S. § 23-214 (A) (hereinafter "Contractor Immigration Warranty").
 - C. A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the Town.
 - D. The Town retains the legal right to inspect the papers of any Contractor or Subcontractor's employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the Town in regard to any such inspections.

- E. The Town may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the Town in regard to any random verifications performed.
 - F. Neither the Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by section 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A. R. S. § 23-214, Subsection A.
 - G. The provisions of this Section must be included in any contract the Contractor enters into with any and all of its subcontractors who provide Services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.
 - H. The provisions of this Section must be included in any contract the Contractor enters into with any and all of its subcontractors who provide Services under this Contract or any subcontract.
8. **METHOD OF PAYMENT.** Method of payment shall be set forth in **Exhibit "1"**. If payment is to be made monthly, Contractor shall prepare monthly invoices and progress reports which clearly indicate the progress to date and the amount of compensation due by virtue of that progress. All invoices shall be for Services completed or Goods accepted by the Town.
9. **TERMINATION.** Town may terminate this Contract, or any part thereof for its sole convenience, at any time without penalty or recourse. Contractor shall receive payment for Services or Goods satisfactorily completed and accepted by Town, as determined by Town in its reasonable discretion, based on the Goods and/or Services requirements and schedule for payment.
10. **INDEPENDENT CONTRACTOR.** It is understood that Contractor shall be an independent contractor with respect to Services and/or Goods provided under this Contract, and shall not be deemed to be a partner, employee, joint venture, agent, or to have any other legal relationship with Town.
11. **Notices.** Any notice to be given under this Contract shall be in writing, shall be deemed to have been given when personally served or when mailed by certified or registered mail, addressed as follows: Town: Town of Florence, Town Clerk, 775 N. Main Street, PO Box 2670, Florence, AZ 85132; and Contractor: Regional Pavement Maintenance of Arizona, Inc. Attn: Joseph P. DiGiugno, Phoenix, AZ 85003.
12. **INDEMNIFICATION.** To the fullest extent permitted by law, the Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the Town of Florence, its Mayor and Council members, its agents,

officers, officials, representatives and employees, from and against all demands, claims proceedings, suits, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), and all claim adjustment and handling expenses, relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, Goods or Services of the Contractor, its agents, employees or any tier of Contractor's subcontractors related to the Goods or Services in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify Town of Florence, its Mayor and Council members, its agents, officers, officials, representatives and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use of resulting therefrom, caused by Contractor's acts, errors, mistakes, omissions, Goods, Services in the performance of this Contract including any employee of the Contractor, any tier of Contractor's subcontractors or any other person for whose acts, errors, mistakes, omissions, Goods, Services the Contractor may be legally liable.

13. **WARRANTY.** Contractor warrants that the Goods and Services will conform to the requirements of this Contract. Additionally, Contractor warrants that all Services will be performed in a good, workman-like and professional manner. The Town's acceptance of Goods or Services provided by Contractor shall not relieve Contractor from its obligations under this warranty. If any Goods or Services are of a substandard or unsatisfactory manner as determined by the Town, Contractor, at no additional charge to the Town, will provide Goods or redo such Services until they are in accordance with this Contract and to the Town's reasonable satisfaction. Unless otherwise agreed, Contractor, warrants that Goods will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.
14. **PURCHASING POLICY.** The Town of Florence Town Code and Purchasing Policy govern this procurement and are incorporated as part of this Contract by this reference.
15. **GOVERNING LAW.** This Contract shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the laws of the State of Arizona, without reference to choice of law or conflicts of laws principles thereof. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Contract shall be Pinal County, Arizona.
16. **PROHIBITED BOYCOTT.** Pursuant to A.R.S. 35-393.01, the Contractor, by execution of this Contract, certifies that it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of Israel.

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

TOWN OF FLORENCE, A municipal corporation

Date: _____

By: _____
Tara Walter, Mayor

ATTEST:

Lisa Garcia, Town Clerk

APPROVED AS TO FORM:

Clifford L. Mattice, Town Attorney

CONTRACTOR

By: _____

Date: _____

Its: _____



PROPOSAL NO. 171007

January 12, 2017

SUBMITTED TO:

Town of Florence Public Works

Mario Grijalva

425 E Ruggles

Florence AZ 85132

PH: (520) 868-7634

FAX: (520) 868-7637

EMAIL: mario.grijalva@florenceaz.gov

JOB SITE:

Florence Heights Rd

Florence Heights Rd & Hwy 79

Florence

AZ 85132

Scope of Work

City of Buckeye JOC Contract 2014-007 / S.A.V.E.

2" OVERLAY

Mill or saw cut and remove areas adjacent to existing asphalt and/or concrete as necessary to provide a smooth transition and prevent tripping hazards. Clean Existing Asphalt & Apply Tac Coat.

Pave Approx. **76,500 SF** with hot **R-12mm** asphalt (**with Fiber additive**) and compact to an average depth of 2" with steel drum vibratory roller.

**CONCRETE INSTALLATION: Install 140 LF of Single Concrete Curb Type "A" Mag Deetail No. 222.
(Per Plan Given)**

Bid based on 2 Mobilization. (Additional Mobs will be billed at \$850 each)

TOTAL: \$ 115,551.53

ALL APPLICABLE TAX INCLUDED

INCLUSIONS: Striping & Traffic Control

EXCLUSIONS: Hydrant Meter / Onsite Water Supply (To be Provided by Town of Florence Public Works)

PROPOSAL NOTES:

- 1 Pricing is protected for 90 days.
- 2 A signed Proposal, Contract or Purchase Order is required prior to commencement of work.
- 3 It is your responsibility to make sure sprinklers and hard water are not sprayed on pavement 24 hours before and after application.
- 4 Warranty Period: One (1) Year from Date of Completion.

Thank you for the opportunity to bid your project!

Brett Peacock

Regional Pavement Maintenance of Arizona, Inc.

brett@regionalaz.com

Cell #: (602) 799-9387



PROPOSAL NO. 171007

January 12, 2017

ACCEPTANCE OF PROPOSAL:

The above pricing, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. I understand a prelien will be filed. Payment terms are Net 30 days (please complete Billing Information below):

SIGNATURE: _____

DATE: _____

PRINT NAME: _____

TITLE: _____

OWNER INFORMATION:

If the 'Owner' contact name & address is the 'same' as "Submitted To:" on the first page of the Proposal, please check the box below. If not, please provide the correct 'Owner' information below:

☐

Owner Information is the same as the "Submitted To:" contact on the first page of the Proposal.

OWNER/COMPANY NAME: _____

POINT OF CONTACT: _____

BILLING ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE: _____

FAX: _____

EMAIL: _____

BILLING INFORMATION:

If the 'Billing' contact name & address is the 'same' as "Submitted To:" on the first page of the Proposal, please check box below. If not, please provide the correct 'Billing' information below for invoicing:

☐

Billing Information is the same as the "Submitted To:" contact on the first page of the Proposal.

COMPANY NAME: _____

POINT OF CONTACT: _____

BILLING ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE: _____

FAX: _____

EMAIL: _____

☐

Credit Cards are accepted for payment. Please check the box if you intend to make an electronic payment.



CITY OF BUCKEYE
CONSTRUCTION & CONTRACTING DIVISION

March 13, 2014

Joseph P. DiGiugno
Regional Pavement Maintenance of Arizona, Inc.
2435 S. 6th Avenue
Phoenix, AZ 85003

Re: Fully Executed JOC Street Maintenance
Contract No. 2014-007

Dear Mr. DiGiugno:

The City of Buckeye is hereby providing you with the enclosed fully executed Contract for JOC Street Maintenance, for your records.

Should you have any questions or concerns, please feel free to contact me at 623-349-6225 or cwilliams@buckeyeaz.gov.

Sincerely,

Christopher A. Williams, Manager
Construction & Contracting Division

cc: file



**JOB ORDER CONTRACT BETWEEN
CITY OF BUCKEYE
AND
REGIONAL PAVEMENT MAINTENANCE OF ARIZONA, INC.**

Contract Number: 2014-007

This JOB ORDER CONTRACT FOR STREET MAINTENANCE (the "Contract") is made and entered into by and between the City of Buckeye, an Arizona municipal corporation (the "City") and Regional Pavement Maintenance of Arizona, Inc., an Arizona Corporation (the Contractor). This Contract is for street maintenance as described in Exhibit A and issued as required by award of individual Delivery Orders (the "Project").

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City of Buckeye and Job Order Contractor agree as follows:

**ARTICLE 1
CONTRACT TERM**

1. This Contract has a base period of one (1) year and four option periods of one (1) year each that may be exercised if it is in the best interest of City to do so. Any exercise of any option to renew this Contract beyond the base period will only be effective upon written notice from the City.
2. The Contract Time for each Delivery Order shall start with the Notice to Proceed (NTP) and end with Final Acceptance, as set forth below. The Notice to Proceed will not be issued until prior approval and acceptance by City of the Delivery Order.
3. The Contract Time is identified in the Delivery Order as the Contract Duration in terms of calendar days. Contractor agrees that it will commence performance of the Work after receiving an official NTP letter and complete the Project through both Substantial Completion (if applicable) and Final Completion within the Contract Time.
4. Time is of the Essence of this Contract, and each Delivery Order issued hereunder, for each Project, and for each phase and/or designed Milestone thereof.
5. 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 a specific Delivery Order and/or this Contract by City. The City will assess liquidated damages as described in each Delivery Order.

ARTICLE 2
OVERVIEW OF DELIVERY ORDER CONTRACTING UNDER THIS CONTRACT

1. This Contract establishes an indefinite delivery, indefinite quantity, Delivery Order Contract for such Construction services within the scope of this Contract as City may request from time to time by issuance of an individual Delivery Order for each Project. Unless otherwise specified in a specific Delivery Order, Delivery Orders generally will not include Design Services and that where Design Services are necessary, City will provide them under separate contract. There will be a separate Delivery Order for each Project that will describe the Work to be provided by Contractor for that Project. There may be multiple Projects and therefore multiple Delivery Orders under this Contract.

2. The amount to be paid by the City for the Project under each Delivery Order is the Contract Price for that Delivery Order. The Delivery Order price will include a total amount for each Delivery Order priced for the Work described for that Delivery Order. The Contract Price for any Delivery Order will be established as a Firm Fixed Price, subject to the following:

(a) The Contract Price for each Delivery Order shall not exceed \$1,000,000.00 [may be higher if approved via Council Action], including any Change Orders. Therefore, to allow for any potential Change Orders, the maximum initial amount of each Delivery Order will normally not exceed \$1,000,000.00. The expectation for this Contract is that the majority of Delivery Orders will be less than \$100,000.00.

(b) The cumulative sum of all Delivery Orders performed by the Contractor during any twelve (12) month term shall not exceed \$1,000,000.00 (unless otherwise approved by the City Council).

(c) There is no limit on the number of Delivery Orders that City may issue to the Contractor during any twelve (12) month term of this Contract or during the entire period this Contract is in effect.

(d) Contractor may not refuse any Delivery Order under this Contract properly issued by City, unless Contractor legitimately claims in writing that the scope of work is poorly defined or hazardous to health or safety.

3. City shall have the right to perform work of the types included in this Contract itself or to have other Contractors perform such work. In addition, as to any Delivery Order, City may elect to have Design Services provided by City's internal consultants or by independent Design Professionals. Such action by City shall not be a breach or otherwise violate the Contract Documents.

4. This Contract does not obligate or require City to offer any Delivery Order to Contractor, no Contract in relation to any specific Work being entered into until a Delivery Order therefore has been fully executed by City and Contractor.

5. This Contract is for a broad range of street maintenance, repair and minor construction work within the planning area of the City of Buckeye. The scope of this Contract will be to provide construction services, including the possibilities of design services, for a broad range of City Street maintenance and construction projects described in Exhibit A of this contract.

6. During the Term of this Contract, City will issue an individual Delivery Order request for proposal to Contractor for each Project. Each Delivery Order will have specific instruction concerning that Delivery Order. The Contractor will follow these specific instructions when preparing a response in the form of a Delivery Order Proposal.

7. The general steps for development of a Delivery Order are:

(a) When City identifies a need for performance of a Project under a Delivery Order; City will issue an RFP to Contractor and also advise Contractor of the nature of the Work to be done. At the same time, City will advise the Contractor if Design Services are required and how those services will be provided. Within two (2) working days of receipt of this notification, Contractor will:

- (i) Visit the proposed site of the Project with City designated representatives; and,
- (ii) Arrange with City to further define the scope of the needed Project.

Contractor shall thoroughly acquaint itself with all available information concerning the conditions of the Work under each Delivery Order and is responsible for correctly and fully estimating the difficulty of performing the Work, the actions required to perform the Work and the cost of successfully performing the Work under each Delivery Order.

(b) City may arrange for any needed Design Services to produce the Drawings and Specifications. Design Services will not begin until the scope of Design Services is approved by City. The Drawings and Specifications developed by the Design Services are subject to approval by City. If there are no Design Services, City will develop Drawings and Specifications consisting of a line drawing and a written description of the contemplated Work.

(c) Upon establishment of the scope of the needed Project, Contractor will prepare its proposal for accomplishment of the Project.

8. Upon award of a Delivery Order, a signed copy of the Delivery Order will be mailed or electronically forwarded to Contractor. Failure by Contractor to pick up or receive the mailed or electronic orders shall not relieve Contractor from the obligation to complete the Work under the Delivery Order in accordance with the terms of this contract or the terms of each Delivery Order.

9. City may provide a verbal Notice to Proceed (NTP) for the Work in advance of issuing the formal NTP letter (which will be followed up with a written NTP). Normally, NTP will be issued under separate cover from the Delivery Order. The Contract duration starts with the date on the NTP letter.

ARTICLE 3 DEFINITIONS

“Addenda” written or graphic instruments issued prior to the submittal of the Proposal(s), which clarify, correct or change the Proposal(s) requirements.

“Agreement” means the executed agreement between City and Contractor.

“Change Order” means a written instrument issued after execution of a Delivery Order or this JOC Contract signed by City and the Contractor, stating their agreement upon all of the following: the scope of the change in the Work; the amount of the adjustment to the Contract Price; and the extent of the adjustment to the Contract Time(s).

“City” means the City of Buckeye, a municipal corporation, with whom Contractor has entered into this Contract and for whom the services is to be provided pursuant to said Contract.

“City’s Project Criteria” means information developed by or for the City to describe City’s program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Contractor’s performance of the Work. City’s Project Criteria may include conceptual documents, design criteria, performance requirements and other Project-specific technical materials and requirements.

“City’s Representative” means the person designated within this contract.

“Commissioning” means the process for achieving, validating and documenting the performance of the Project including any works and its systems to meet the design needs and requirements of the City.

“Construction Documents” means the plans, specifications and drawings prepared by the Contractor or a Consultant.

“Construction Drawings” means the detailed drawings approved as part of the approved Construction Documents.

“Contract Documents” means the following items and documents in descending order of precedence: (i) all written modifications, amendments and Change Orders to this Contract; (ii) this Contract, including all exhibits and attachments, executed by City and Contractor to include each Delivery Order; (iii) written supplementary conditions; (iv) Construction

Documents prepared and approved; (v) Contractor's approved Variations of the City's Project Criteria, as contained in Exhibit A.; (vi) City's Project Criteria; (vii) Contractor's Proposal(s), except for accepted Variations of the City's Project Criteria, submitted in response to City's Project Criteria.

"Contract Price" means the amount or amounts set forth in each awarded Delivery Order subject to adjustment in accordance with this Contract.

"Contract Time" means the Days set forth in each awarded Delivery Order subject to adjustment in accordance with this Contract.

"Day(s)" means calendar days unless otherwise specifically noted in the Contract Documents.

"Deliverables" means the work products prepared by the Contractor in performing the scope of work described in each Delivery Order.

"Design Services" means all professional services to be performed or procured by the Contractor or by City to provide required Project design under this Contract and any subsequent amendments.

"Job Order Contractor" means the firm, corporation, or other approved legal entity with whom the City has entered into this Contract to provide services as detailed in this Contract. The term Contractor may be used to identify the Job Order Contractor.

"Differing Site Conditions" means concealed or latent physical conditions or subsurface conditions at the Site that, (i) materially differ from the conditions indicated in the Scope of Work issued with each Delivery Order or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work.

"Final Acceptance" means the completion of the Project as prescribed in Article 10.

"Float" means the number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Substantial Completion date.

"Legal Requirements" means all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

"Notice to Proceed" or "NTP" means the directive issued by the City, authorizing the Contractor to start Work or a portion of the work.

"Payment Request" means the City form used by the Contractor to request payment for Work performed.

“Product Data” means illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

“Project” means the Work to be completed in the execution of any awarded Delivery Order and as amended and as prescribed as any Scope of Work in identified in each awarded Delivery Order. Project means the Work associated with each awarded Delivery Order issued under this JOC Contract.

“Project Schedule” means a schedule as prescribed in this Contract or subsequent Delivery Orders.

“Project Record Documents” means the documents created pursuant to Article 12.

“Samples” means physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

“Schedule of Values (SOV)”, means the Document specified in the construction phase, which divides the Contract Price into pay items, such that the sum of all pay items equals the awarded Delivery Order Price for the Work, or for any portion of the Work having a separate specified Contract Price.

“Shop Drawings” mean drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

“Scheduled Substantial Completion Date” means the calendar date equal to the Notice to Proceed date established plus the number of Days established in each Delivery Order.

“Site” means the land or locations on which the Project is located, as more particularly described in the Delivery Order.

“Subcontractor” or “Subconsultant” means any person or entity retained by Contractor as an independent contractor to perform a portion of the Work and shall include material, men and suppliers.

“Substantial Completion” means the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete so that City can occupy and use the Project or a portion thereof for its intended purposes.

“Technical Consultant” means an agent of the City who furnishes project management assistance (if applicable to a Delivery Order).

"Variations of the City's Project Criteria" means agreed changes to the City's Project Criteria by both Parties.

"Work" means any design and construction services, including procuring and furnishing materials, equipment, services, Commissioning and labor reasonably inferable from the Construction Documents.

ARTICLE 4 DESIGN PHASE AND DESIGN SERVICES

1. Costs for Preconstruction services will be included in Contractor's firm fixed price cost proposal.
2. Contractor may also be required to provide incidental Design Services for all or a portion of the Work to be constructed under a specific Delivery Order. If consulting services for design and the preparation of Plans and Specifications are required; they will be paid for as a separate line item in the Contractor's price proposal. Normally the City will obtain design services from a consultant or prepare design documents using City staff.

ARTICLE 5 CONSTRUCTION SERVICES

1. JOC Contractor shall perform all Work necessary to construct the Project in accordance with this Contract and the specifications outlined in each Delivery Order, and to render the Project and all its components operational and functionally and legally usable for their intended purpose.
2. The term "Work" shall mean whatever is done by or required of Contractor to perform and complete its duties relating to the construction of each Delivery Order under the Contract, including, without limitation, the following:
 - (a) Construction of the whole and all parts of the Project in full and strict conformity with each Delivery Order;
 - (b) The provision and furnishing, and prompt payment therefore, of all labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, fuel, heat, light, cooling, other utilities and things required for the construction of each Delivery Order;
 - (c) The procurement and furnishing of all necessary permits and other permits required for the construction of each Delivery Order;
 - (d) The creation and submission to City of detailed as-built drawings depicting all as-built construction;

(e) The furnishing of any required surety bonds and insurance as may be required by each Delivery Order;

(f) The furnishing of all equipment and product warranties, manuals, test results and user guides required by each Delivery Order or otherwise reasonably available to Contractor;

(g) The furnishing of all other services and things required or reasonably inferable from the Contract Documents, including the provisions of Article 6 below.

ARTICLE 6

TIME FOR CONSTRUCTION: THE CONTRACT TIME

1. After City has awarded each Delivery Order, City shall issue a notice to proceed (NTP) the Work directing Contractor to proceed with the Work on the date indicated in the notice (the "Commencement Date"). The notice to commence Work shall be issued at least ten (10) days prior to the Commencement Date.

2. Contractor shall commence the Work on the Commencement Date, and the Work shall be carried out regularly and without interruption. Contractor shall substantially complete the Work no later than the date established in each Delivery Order or such other date as may be issued by a Change Order (the "Scheduled Completion Date"). The number of calendar days between the effective date of the Contract and the Scheduled Completion Date is the "Contract Time". Contractor shall achieve Final Completion of the Work no later than thirty (30) calendar days after achieving Substantial Completion.

3. Contractor understands that if Substantial Completion for entire project is not attained by the Scheduled Substantial Completion date, City will suffer damages which are difficult to determine and accurately specify. Contractor agrees that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Contractor shall pay City the amount established in each Delivery Order as liquidated damages for each day that Substantial completion extends beyond the Scheduled Substantial Completion Date.

4. All limitations of time set forth in each Delivery Order are material and time is of the essence of each Delivery Order.

ARTICLE 7

ADDITIONAL DUTIES AND RESPONSIBILITIES OF CONTRACTOR

1. The intent of this Contract is to require complete, correct and timely execution of all Delivery Orders awarded for the Construction Work. Any and all Construction Work that may be required reasonably implied or reasonably inferred by each Delivery Order as necessary to

produce the intended result shall be provided by Contractor for the Construction Price as provided in each awarded Delivery Order.

2. All Construction Work performed by Contractor shall be in strict compliance with each Delivery Order. "Substantial Compliance" is not strict compliance. Any Construction Work not in strict compliance with each Delivery Order is defective.

3. The Construction Work shall be strictly supervised and directed using Contractors best and highest skill and effort. Contractor shall bear full responsibility for any and all acts or omissions of those engaged in the Construction Work on behalf of the Contractor.

4. Contractor warrants and guarantees to City that all labor furnished to perform the Construction Work under each Delivery Order will be competent to perform the tasks undertaken and is the best quality obtainable, that the product of such labor will yield only superior results in strict compliance with the requirements of each Delivery Order, that materials and equipment furnished will be of high quality and new unless otherwise permitted by the Delivery Order, and that the Construction Work will be of high quality, free from faults and defects and in strict conformance with the requirements found in each Delivery Order. Any and all Construction Work not strictly conforming to these requirements shall be considered defective and shall constitute a breach of Contractor's warranty.

5. Special or specific guarantees and warranties which are required by each Delivery Order to run for a fixed period of time shall commence running on the date of Substantial Completion of all Construction Work. In general, Contractor warrants all work, including labor and materials, for a period of two (2) years from the date of Substantial Completion, unless otherwise specified in the Delivery Order.

6. Contractor, within fifteen (15) days after the Commencement Date, shall submit to the Manager of Construction and Contracting for his information, and shall comply with, Contractor's Schedule of Construction for each Delivery Order awarded. The Schedule of Construction shall reflect the performance of all Construction Work on weekdays and non-holidays. The Schedule of Construction shall be a detailed critical path (CPM) schedule in a form acceptable to City. The Schedule of Construction shall be revised at least monthly and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project awarded as a Delivery Order. Each such revision shall be furnished to the City. Strict compliance with the requirements of this Paragraph shall be a condition precedent for payment to Contractor, and failure to strictly comply with this requirement shall constitute a material breach of the Contract. No claim for an increase in the Construction Price shall be allowed as a result of Contractor basing the Construction Price upon an early completion schedule, or as a result of delays and costs attributable to completion later than the planned early completion date.

7. Contractor shall continuously maintain at the site, for the benefit of City, an updated copy of the awarded Delivery Order, including one record copy of the Delivery Order Documents marked to record on a current basis changes, selections and modifications made during construction. Additionally, Contractor shall maintain at the site, for the benefit of City, a copy of all Shop Drawings, Product Data, Samples, and other Submittals, if specified in the awarded Delivery Order. Upon Final Completion of the Construction Work, or upon the City's request, all of the documents described in this Paragraph shall be finally updated and delivered to City and shall become the property of the City.

8. Contractor shall review, study, and approve, or take other necessary action upon all Shop Drawings, Product Data, Samples, and other Submittals to ensure that each Delivery Order will be constructed in a timely fashion in strict compliance with the requirements of the Contract and Delivery Order. No deviation from, substitution for, or other modification from the Documents shall be allowed by Contractor in a shop drawing or submittal without written approval, in the form of a Change Order, from City. Contractor shall engage in prompt and adequate review of Shop Drawing and other Submittals to maintain the Construction Schedule; Contractor also warrants it will use its best independent professional judgment in its review to determine compliance with the Contract Documents.

9. City shall also, in its discretion, have the right to review and approve Submittals, and if City so elects, Contractor shall not perform any portion of the Construction Work as to which the City has required submittal and review until such Submittal has been approved by the City. Approval by the City, however, shall not be evidence that Construction Work installed pursuant to the City's approval conforms with the requirements of the Contract nor shall such approvals relieve Contractor of any of its responsibilities or warranties under the Contract. If City elects to review Submittals, Contractor shall maintain a Submittal log which shall include, at a minimum, the date of each Submittal, the date of any resubmittal, the date of any approval or rejection, and the reason for any approval or rejection. Contractor shall have the duty to carefully review, inspect and examine any and all Submittals before submission of same to City. Shop Drawings and other Submittals from Contractor do not constitute a part of this Contract.

10. Contractor shall procure from all Subcontractors and Suppliers and shall transmit to the City, all warranties required by the Contract. Contractor shall review all such warranties and shall certify to City that the warranties are in strict compliance with the requirements of the Contract.

11. Contractor shall prepare or procure and shall transmit to the City all documentation required by this Contract regarding the operation and recommended maintenance programs relating to the various elements of the Construction Work.

12. If required in the Delivery Order, Contractor shall prepare and provide to the City a complete set of all as-built drawings which shall be complete and, except as specifically noted,

shall reflect performance of the Construction Work in strict compliance with the requirements of this Contract.

13. Contractor shall assume all labor responsibility for all personnel assigned to or contracted for the performance of the Construction Work and agrees to strictly comply with all its obligations as employer with respect to said personnel under all applicable labor laws.

14. Contractor shall be responsible for procuring all tests and inspections required by sound professional practices and by governmental authorities having jurisdiction over the Project. Contractor shall submit certified results of such tests to City. If the laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Construction Work to be specifically inspected, tested, or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish to City the required certificates of inspection, testing or approval.

15. Contractor shall, during the course of the Construction Work, comply with any regulations or guidelines prescribed by City. Contractor warrants that it will comply with all public laws, ordinances, rules and regulations applicable to the services to be performed under the Contract, including without limitation, those relating to the terms and conditions of the employment of any person by Contractor in connection with the Construction Work to be performed under the Contract.

16. Contractor shall perform the Construction Work in accordance with all construction codes, laws, ordinances or regulations applicable to the design and execution of the Construction Work. Any fine or penalty which may be imposed as consequence of any violation of this provision shall be paid by Contractor, and Contractor, to the fullest extent permitted by the law, shall fully defend, indemnify and hold City harmless for, from and against all loss, damage, and expense, including attorney's fees, resulting from any such violation or alleged violation of codes, laws, ordinances, or regulations, regardless of a concurrent contribution by City, through negligence or other wrongful act, to such loss, damage, or expense, except that such indemnity shall not apply if the violation is solely and directly caused by a negligent or willful act or omission of City, its officers, agents, or employees.

17. All construction and building permits, licenses and authorizations necessary for the construction of the Project shall be secured and paid for by Contractor. Contractor shall notify the City when it has received said permits, licenses, and authorizations, and upon receipt shall supply the City with copies of same. The originals of permits, licenses and authorizations shall be delivered to the City upon completion of the Construction Work, and receipt of these documents by City shall be a condition precedent to final payment. Contractor shall also give and maintain any and all notices required by applicable laws pertaining to the construction of the Construction Work.

18. While on City's property, all Contractor's employees and Subcontractors shall confine themselves to areas designated by the City and will be subject to City's badge and pass requirements, if any, in effect at the site of the Construction Work.

19. Contractor shall take all reasonable steps and legally required measures at the site to comply with applicable safety regulations and standards and to adequately protect the Construction Work, stored materials, and temporary structures located on the premises, and to prevent unauthorized persons from entering upon the site. Contractor shall at all times safeguard City's property and employees from injury or loss in connection with the performance of the Contract. Contractor shall at all times safeguard and protect its own partially or completely finished Construction Work and that of the adjacent property and all adjacent construction Work from damage. Contractor shall protect City's equipment, apparatus, machinery, and other property and all adjacent construction Work with boarding and other safeguards so as to keep the premises free from dampness, dirt, dust, or other damage and shall remove all such temporary protection upon completion of the Construction Work.

20. Unless otherwise instructed by City, Contractor shall repair and return to original condition all buildings, streets, curbs, sidewalks, utilities or other facilities affected by Contractor's performance of the Construction Work.

21. Contractor shall keep the site reasonably clean during performance of the Construction Work. Upon Final Completion of the Construction Work, Contractor shall thoroughly clean the site and the Project and remove all waste, debris, trash and excess materials or equipment, together with Contractor's property therefrom.

22. At all times relevant to the Contract, Contractor shall provide access to the Construction Work to City and its designees without formality or other procedure.

23. The City's decisions in matters relating to aesthetic standards and effect shall be final.

24. In performing both Design Services and Construction Work under this Contract, the relationship between City and Contractor is that of independent contractor, and the execution of this Contract does not change the independent status of Contractor. Contractor shall exercise independent judgment in performing its duties under this Contract and is solely responsible for setting working hours, scheduling or prioritizing the Contract work flow and determining how all Contract work is to be performed. No term or provision of this Contract or act of Contractor in the performance of this Contract shall be construed as making Contractor the agent, servant or employee of City, or making Contractor or any of its employees eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which City provides its employees.

ARTICLE 8 CONTRACT PRICE

1. City shall pay, and Contractor shall accept, as full and complete payment for all work associated with each Delivery Order the amount approved and awarded to the Contractor as a Delivery Order. Each Delivery Order will be a separate contract under this blanket JOC Contract. The general terms and conditions will be established by this contract and special contract provisions will be established within each Delivery Order.

2. Delivery Order Construction Price, unless changed by Supplemental Agreement or Change Order, represents the absolute limit of obligation or liability that City may ever have insofar as the cost for full and final completion of the Construction Work, and the total of all payments to Contractor or its Subcontractors are concerned. Should additional amounts be required to be expended, over and above a Delivery Order Construction Price, to achieve completion of the Construction Work, including Project construction, and payment to Contractor, in accordance with this Contract and any Special Provisions included in each awarded Delivery Order, liability for and payment of such additional amounts shall be the sole responsibility of Contractor and its Contract Surety herein, and City shall never be liable for same.

3. In addition to the Construction Work Contractor will perform, it will also provide all the usual and necessary traditional construction management services incident to construction projects of the nature and scope of this Project, for which the Management Fee described in this Contract is paid. The services required are not intended in any manner to diminish the overall responsibility of Contractor for the full and final completion of the Construction Work within the time and cost constraints specified in this Contract.

4. City agrees to pay Contractor for the Cost of the Construction Work as defined in each Delivery Order, subject to submission by Contractor of all backup substantiation as may be reasonably required by the City. In no event shall the sum of payments for the Cost of the Construction Work and any other Contractor compensation exceed the Construction Price, as adjusted by Change Order. The term "Cost of the Construction Work" shall be defined in each Delivery Order and be established as a Firm-Fixed Price Contract.

ARTICLE 9 PAYMENT OF THE CONTRACT PRICE

1. Payments of the Contract Price will be made monthly as Work progresses. Payment Applications, covering labor, material, equipment, supplies, and other items completed, delivered or suitably stored on site during a period ending on the last calendar day of each month, shall be submitted to the City by the Contractor on the current edition of AIA Documents G702 and G703, within five (5) days after end of the period. Payment Applications shall be notarized shall be supported by such data substantiating the Contractor's right to

payment as the City may require, and reflect retainage, if any, as is provided. All payments shall be subject to any offset or retainage provisions of the Contract.

2. Each payment made to the Contractor shall be on account of the total amount payable to the Contractor, and title to all Work covered by a paid partial payment shall thereupon pass to the City. Nothing in this section shall be construed as relieving the Contractor from the sole responsibility for care and protection of materials and Work upon which payments have been made, for restoration of any damaged Work, or as a waiver of the right of the City to require fulfillment of all terms of Contract Documents.

3. The City, within seven (7) days after receipt of the Payment Application, will either issue a Certificate for Payment for such amount as is properly due or issue written notice of the reasons for withholding such a certificate.

4. The issuance of a Certificate for Payment will constitute a representation by the City, observations at the site and the data comprising the Application for Payment, that the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in his certificate); and that the Contractor is entitled to payment in the amount certified.

5. Payment may be withheld in whole or in part to protect the City on account of:

- (a) Unsatisfactory job progress as determined by the City.
- (b) Defective Work or materials not remedied.
- (c) Disputed Work or materials.
- (d) Claims or other encumbrances filed or reasonable evidence indicating probable filing of claims or other encumbrances by Subcontractors or Suppliers, or others.
- (e) Failure of the Contractor to make payment to Subcontractors or Suppliers within seven (7) days after receipt of each progress payment.
- (f) A reasonable doubt as determined by the City that the Work can be completed for the unpaid balance of the Contract Price or within the Contract Time.
- (g) The Contractor's failure to perform any of its contractual obligations under the Contractor Documents, or any other Contract with the City.
- (h) Deficiencies or claims asserted by City against Contractor arising from any other project. Within fourteen (14) days following the receipt of the Certificate of Payment, the City shall pay to the Contractor 90% of the value of the Work in place and materials suitably stored at the site. The remaining 10% shall be retained by the City until the Contract is 50% completed at which time the retainage shall be reduced to 5%; provided that: (a) the Contractor is making satisfactory progress on the Contract; and (b) in the City's sole judgment, there is no specific cause or claim requiring a greater amount than 5% to be retained. Thereafter, the City shall pay the Contractor 95% of the value of the Work, unless and until it determines satisfactory progress is not being made, at which time the 10% retainage may be reinstated. Such 10%

reinstatement would be 10% of the total contract value of Work in place and materials stored. The City's sole judgment concerning the satisfactory progress of the Work shall be final.

6. Within sixty (60) days after the issuance of the Certificate of Final Completion by the City and receipt of all other documents required by the Contract, all retained amounts shall be paid to Contractor as part of Final Payment:

(a) The Final Payment shall not become due until the Contractor delivers to the City full and final unconditional releases from Subcontractors and major Suppliers acknowledging payment in full. Any claim filed thereafter shall be the responsibility of the Contractor.

(b) If any claim remains unsatisfied after all payments are made, the Contractor shall immediately upon demand refund to the City all monies that the latter may be compelled to pay in discharging such claim including all costs, interest and attorneys' fees.

7. If any payment of the Contract Price is not made within thirty (30) days and without just cause, interest shall thereafter accrue on the unpaid principal balance at the minimum rate allowed by state law (A.R.S. § 44-1201) on the due date.

ARTICLE 10 SUBSTANTIAL AND FINAL COMPLETION

1. "Substantial Completion" means that stage in the progression of the Construction Work, as approved by City in writing, when the Project is sufficiently complete in accordance with the Contract that City can enjoy beneficial use or occupancy of the entire Project and can utilize it for all of its intended purposes. A condition precedent to Substantial Completion is the receipt by City of all necessary authorizations for the use of the Project required by any governmental or regulatory authority. City reserves the right to use any part, phase or system of the Project when such part, phase or system is substantially completed, but such partial use of the Project shall not result in the Project being deemed substantially complete, and such partial use shall not be evidence of Substantial Completion.

2. When Contractor believes that the Construction Work is substantially complete, Contractor shall notify the City in writing and shall submit to City a list of items remaining to be completed or corrected. The City, the City's designee, (or an independent consultant hired by City) will perform an inspection. If the Construction Work is substantially complete, in the sole opinion of City, City will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion. The Certificate of Substantial Completion shall state the responsibilities of City and Contractor for Project security, maintenance, damage to the Construction Work, and insurance, and shall fix the date, not longer than 30 days after the established date of Substantial Completion, within which Contractor shall complete any items of incomplete or defective Construction Work. The Certificate of Substantial Completion shall be submitted to Contractor for its written acceptance of the responsibilities assigned to it in such certificate.

3. Upon Substantial Completion of the Construction Work, and upon execution by both City and Contractor of the Certificate of Substantial Completion, City shall pay Contractor, within thirty (30) days, all sums due Contractor, including such amount of retainage as the City in its sole discretion wishes to pay based upon the value of remaining performance, less the reasonable costs, as determined by City in City's sole discretion, for completing all incomplete Construction Work and/or any Design Services, correcting and bringing into strict conformance all defective and nonconforming Construction Work, and handling all outstanding or threatened claims.

4. "Final Completion" means the completion of all Work required by, and in strict compliance with, this Contract, the Delivery Order, including Contractor's provision to City of all documents and things required to be provided by the Contract.

5. When Contractor believes that all of the Construction Work is finally complete, and Contractor is ready for a final inspection, Contractor shall so notify the City in writing. The City (or an independent consultant hired by City) will then make final inspection of the Construction Work and, if the Construction Work is complete in strict accordance with the Contract, and the Contract has been fully performed, then City will issue a Certificate for Final Payment, providing for payment of the remainder of the Contract Price, less any amount withheld pursuant to the Contract.

6. City shall make final payment of all remaining sums due to Contractor within thirty (30) days after Final Completion as reflected by City's Certificate for Final Payment, provided that all documents and things required to be delivered to City under this Contract have been delivered as required, and provided that all other conditions precedent to payment have been satisfied.

7. Prior to being entitled to receive final payment, and as a condition precedent thereto, Contractor shall furnish City, in the form and manner required by the City, the following:

(a) an Affidavit of Final Payment and Release, in particular certifying that all Subcontractors and Suppliers have been paid all sums lawfully due to them, and releasing City from all claims that Contractor had or might have asserted during the performance of this Contract;

(b) if required by City, separate releases of lien or lien waivers from each Subcontractor, lower tier subcontractor, laborer, Supplier or other person or entity who has, or might assert a claim against City or City's property;

(c) consent of surety to final payment;

(d) a complete set of the as-built drawings to include AutoCAD disks and the record set of Contract Documents; and

(e) all product warranties, operating manuals, instruction manuals and other record documents, drawings and things customarily required of a Contractor, or expressly required herein, as a part of or prior to Project closeout.

8. Acceptance by Contractor of final payment shall constitute a waiver and release of all claims against City by Contractor except for those claims previously made in writing against City by Contractor, pending at the time of final payment and specifically identified on Contractor's pay request for final payment as unsettled at the time it submits its pay request.

ARTICLE 11

CITY'S DUTIES, OBLIGATIONS, AND RESPONSIBILITIES

In addition to payment, City shall undertake to perform the following:

1. City shall provide Contractor with information regarding City's requirements for the Project including any desired or required design or construction schedule.
2. City shall review any documents submitted by Contractor requiring City's decision, and shall render any required decisions pertaining thereto.
3. In the event City knows of any material fault or defect in the Construction Work, nonconformance with the Contract, or of any errors, omissions or inconsistencies in the Design Documents, then City shall give prompt notice thereof in writing to Contractor.
4. City shall provide Contractor access to the site and to the Construction Work, and shall provide Contractor with such information, existing and reasonably available, necessary to Contractor's performance of the Contract as Contractor may request.
5. City shall cooperate with Contractor in securing any necessary licenses, permits, approvals or other necessary authorizations for the design, construction and certification of the Project.
6. City shall perform the duties set forth in this Article 11 in a reasonably expeditious fashion so as to permit the orderly and timely progress of Contractor's Design Services and of the Construction Work.
7. City's review, inspection, or approval of any Construction Work, Design Documents, Submittals, or pay requests by Contractor shall be solely for the purpose of determining whether such Construction Work and such documents are generally consistent with City's construction program and requirements. No review, inspection, or approval by City of the Construction Work or documents shall relieve Contractor of its responsibility for the performance of its obligations under the Contract or the accuracy, adequacy, fitness, suitability, or coordination of its Design Services or the Construction Work. Approval by any governmental or other regulatory agency or other governing body of any Construction Work, Design Documents, or Contract Documents shall not relieve Contractor of responsibility for the strict performance of its obligations under the Contract. Payment by City pursuant to the Contract

shall not constitute a waiver of any of City's rights under the Contract or at law, and Contractor expressly accepts the risk that defects in its performance, if any, may not be discovered until after payment, including final payment, is made by City.

8. City's agreement not to exercise, or its delay or failure to exercise, any right under the Contract or to require strict compliance with any obligation of Contractor under the Contract shall not be a waiver of the right to exercise such right or to insist on such compliance at any other time or on any other occasion.

9. City shall furnish to Contractor, prior to the execution of each Delivery Order, any and all written and tangible material knowingly in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to Contractor only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, City does not represent, warrant, or guarantee its accuracy or completeness either in whole or in part, and shall have no liability therefore. If Contractor requests in writing, City shall also furnish surveys, legal limitations, and utility locations (if known), and a legal description of the Project site.

10. City shall obtain all easements required for construction, and shall pay for necessary assessments and charges required for use and occupancy of the Construction Work. Contractor shall render such assistance as City may request in obtaining such easements, certificates of occupancy, and the like.

11. In the event Contractor fails or refuses to perform the Construction Work in strict accordance with the Contract, or is otherwise in breach of this Contract in any way, City may, at its option, instruct Contractor to cease and desist from performing further Construction Work, or any part thereof. Upon receipt of such instruction from City in writing, Contractor shall immediately cease and desist as instructed by City and shall not proceed further until the cause for City's instructions has been corrected, no longer exists, or City instructs that the Construction Work may resume.

12. In the event City issues such instructions to stop Construction Work, and in the further event that Contractor fails and refuses within seven (7) days of receipt of same to provide adequate assurance to City that the cause of such instructions will be eliminated or corrected, then City shall have the right to carry out the Construction Work with its own forces, or with the forces of other contractors, and Contractor shall be fully responsible for the costs incurred in correcting any defective or deficient Construction Work. The rights set forth in Paragraph 14(K) and this Paragraph 14(L) are in addition to, and without prejudice to, any other rights or remedies City may have against Contractor, including the rights to terminate or withhold payment as provided herein.

ARTICLE 12
DELIVERY ORDER (PROJECT) DOCUMENTATION

1. Contractor shall maintain and protect all records relating in any manner whatsoever to the Project (the "Project Records") for no less than four (4) years after Final Completion of the Project, and for any longer period of time as may be required by law or good management practice.

2. All Project Records which are in the possession of Contractor or Contractors Subcontractors shall be made available to City for inspection and copying upon City's request at any time. Additionally, such records shall be made available upon request by City to any state, federal or other regulatory authorities, and any such authority may review, inspect and copy such records. The Project Records include, without limitation, all drawings, plans, specifications, Submittals, correspondence, logs, minutes, memoranda, photographs, tape or videotape recordings, or other writings or things which document the Project, its design, or its construction. Said records include those documents reflecting the cost of design and construction to Contractor.

ARTICLE 13
PERSONNEL, SUBCONTRACTORS AND SUPPLIERS

1. A "Subcontractor" means an entity which has a direct contract with Contractor to perform a portion of the Construction Work or the Design Services. For purposes of the Contract, Subcontractors shall also include those furnishing any equipment and materials for the Project.

2. A "Supplier" means an entity providing only equipment or materials for the performance of the Construction Work.

3. Upon execution of this Contract, and at such later times as may be applicable, Contractor shall furnish City, in writing, the names of persons or entities proposed by Contractor to act as Subcontractors on the Project. Contractor shall provide such information regarding such proposed Subcontractors as City deems necessary. City shall promptly reply to Contractor, in writing, stating any objections City may have to such proposed Subcontractors. Contractor shall not enter into a subcontract with an intended Subcontractor with reference to whom City objects. Any consent or failure to reject by City shall in no way relieve Contractor of any of its duties or warranties under the Contract.

4. All subcontracts and purchase orders with Subcontractors shall afford Contractor rights against the Subcontractor which correspond to those rights afforded to City against Contractor under this Contract, including those rights of Contract suspension, termination, and stop Construction Work orders as set forth in this Contract. It is expressly agreed that no relationship of agency, employment, contract, obligation or otherwise shall be created between City and

any Subcontractor of Contractor, and a provision to this effect shall be inserted into all agreements between Contractor and its Subcontractors.

5. Should Contractor subcontract all or any part of the Construction Work, such subcontracting of the Construction Work shall not relieve Contractor from any liability or obligation under the Contract or under any applicable policy, law or regulation, and Contractor shall be responsible for all and any acts, defaults, omissions or negligence of its Subcontractors, Suppliers, and consultants.

6. In accordance with Article 3 above, Contractor shall employ and assign only qualified and competent personnel to perform any service or task concerning the Project. Contractor shall designate one such person as the Project Contractor. Absent written instruction from Contractor to the contrary, the Project Contractor shall be deemed to be Contractor's authorized representative and shall be authorized to receive and accept any and all communications from City. Key design and supervisory personnel assigned by Contractor to each Delivery Order will be provided at the time the contractor submits the RFP pricing package. The contractor shall conform to all requirements established in each Delivery Order RFP issued by the City.

7. If, at any time during the course of the Project, City reasonably determines that the performance of any Subcontractor or any member of Contractor's staff construction Working on the Project is unsatisfactory, City's Representative may require Contractor to remove such Subcontractor or staff member from the Project immediately and replace the staff member at no cost or penalty to City for delays or inefficiencies the change may cause.

ARTICLE 14 CHANGES AND EXTENSIONS OF TIME

1. Changes in the Design Services (if required) or the Construction Work under this Contract, consisting of additions, deletions, revisions or any combination thereof, may be ordered unilaterally by City without invalidating the Contract. Such changes shall be communicated by Change Order, Field Order or supplemental agreement, as applicable. Contractor shall proceed diligently with any changes, and same shall be accomplished in strict accordance with the terms and conditions as set forth in this Contract/Delivery Order.

2. All change orders, changes requested by Contractor, or extensions of Contract Time occurring during construction of the Project related to actual Construction Work shall be governed by the applicable provisions of this Contract/Delivery Order. All requests for additional compensation due to a change in the scope, and all requests for an extension of time to the Schedule, shall include sufficient backup documentation to reasonably understand the request and the amount of time or compensation requested and determine the merits of the request.

3. Upon the occurrence of a change order for Construction Work which increases the Cost of the Construction Work, the Construction Price will thereafter include such Cost of the Construction Work and Services attributable to such change to the extent allowed.

4. In the event the parties are unable to agree on the terms of a Change Order or Supplemental Agreement, then Contractor shall continue to diligently perform the Work, including any change directed by City by Change Order or Supplemental Agreement, and shall keep thorough records of the cost of performance of such Change Order or Supplemental Agreement.

5. Contractor recognizes and accepts a fiduciary relationship of trust and confidence hereby established between Contractor and City and agrees that it shall at all times in good faith use its best efforts to advance City's interests and agrees to perform the Work in the highest professional manner.

ARTICLE 15 CLAIMS BY CONTRACTOR

1. Claims by Contractor against City are subject to the terms and conditions of this Article 15, and strict compliance herewith shall be a condition precedent to any liability of City therefore.

2. All claims for additional compensation or additional time, regardless of their nature, when they occur, or whether they occur during the design or construction phase, shall be governed by the City of Buckeye Procurement Code.

3. Contractor shall provide, and continue to provide, to City all such documentation, including cost and time records, as and when City may request so that City may evaluate Contractor's claim.

4. Contractor shall continue its performance under this Contract regardless of the existence of any claims submitted by Contractor against City.

5. In the event Contractor seeks to make a claim for an increase in the Construction Price, as a condition precedent to any liability of City for any claim, Contractor shall strictly comply with the requirements of Paragraph 2 above and such notice shall be given by Contractor before proceeding to execute any alleged additional or changed Construction Work. Failure of the condition precedent to occur shall constitute a waiver by Contractor of any claim.

6. In connection with any claim by Contractor against City for compensation in excess of the Construction Price, any liability of City shall be strictly limited to the Cost of the Construction Work and Design Services if required as defined and allowed in this Contract and subsequent Delivery Orders and shall in no event include, indirect, consequential, impact or

other costs, expenses or damages of Contractor or its Subcontractors. City shall not be liable to Contractor for claims of third parties, including Subcontractors, for acts, omissions, events, or conditions for which City would not be liable to Contractor under the terms of the Contract. As a condition precedent to City's liability to Contractor for any loss or damage resulting from claims of third parties, including Subcontractors, such third parties must have complied with all conditions contained in their agreements with Contractor and such claims must have been submitted to City by Contractor in strict compliance with all the requirements of this Article. City shall not be liable to Contractor for claims of third parties including Subcontractors, unless and until the liability of Contractor has been established in a court of competent jurisdiction.

7. The resolution of any claim under this Article shall be reflected by a Change Order or Supplemental Agreement executed by City and Contractor.

ARTICLE 16

UNCOVERING AND CORRECTING CONSTRUCTION WORK

1. If any of the Construction Work is covered, concealed or obscured contrary to the written request of City, or contrary to any provision of the Contract, said Construction Work shall, if required by City, be uncovered for inspection and shall be properly replaced at Contractor's expense without change in the Contract Time.

2. If any of the Construction Work is covered, concealed or obscured in a manner not inconsistent with Paragraph 1 above, it shall, if required by City, be uncovered for inspection. If such Construction Work conforms strictly with the Contract, the cost of uncovering and proper replacement shall be charged to City. If such Construction Work does not strictly conform to the Contract, Contractor shall pay the cost of uncovering and proper replacement.

3. Contractor shall immediately proceed to correct Construction Work rejected by City as defective or failing to conform to the Contract. Contractor shall pay all costs and expenses associated with correcting such rejected Construction Work, including any additional testing and inspections made necessary thereby.

4. In addition to its warranty obligations set forth elsewhere herein, Contractor shall be specifically obligated to correct at its cost and expense any and all defective or nonconforming Construction Work for a period of twelve (12) months following Final Completion upon written direction from City. This obligation shall survive final payment by City and termination of the Contract.

5. Nothing contained in Paragraph 4 shall establish any period of limitation with respect to other obligations which Contractor has under the Contract. Establishment of the one-year time period in Paragraph 4 above relates only to the duty to Contractor to specifically correct the Construction Work.

6. City may, but shall in no event be required to, choose to accept defective or nonconforming Construction Work. In such event, the Contract Price shall be reduced by the reasonable costs of removing and correcting the defective or nonconforming Construction Work. City shall be entitled to a reduction in the Construction Price regardless of whether City has, in fact, removed and corrected such defective Construction Work. If the unpaid balance of the Construction Price, if any, is insufficient to compensate City for the acceptance of defective or nonconforming Construction Work, Contractor shall, upon written demand from City, pay City such additional compensation for accepting defective or nonconforming Construction Work.

ARTICLE 17

SUSPENSION AND TERMINATION

1. City may for any reason whatsoever suspend performance under the Contract. City shall give written notice of such suspension to Contractor specifying when such suspension is to become effective.

2. From and upon the effective date of any Suspension ordered by City, Contractor shall incur no further expense or obligations in connection with this Contract, and Contractor shall cease its performance. Contractor shall also, at City's direction, either suspend or assign to City any of its open or outstanding subcontracts or purchase orders.

3. In the event City directs a suspension of performance under this Article 17, through no fault of Contractor, and provided Contractor submits a proper claim as provided in this Contract, City shall pay Contractor as full compensation for such suspension Contractor's reasonable costs, actually incurred and paid, of:

- (a) demobilization and remobilization, including such costs paid to Subcontractors;
- (b) preserving and protecting Construction Work in place;
- (c) storage of materials or equipment purchased for the Project, including insurance thereon; and
- (d) performing in a later, or during a longer, time frame than that contemplated by this Contract.

4. If City lifts the suspension it shall do so in writing, and Contractor shall promptly resume performance of the Contract unless, prior to receiving the notice to resume, Contractor has exercised its right of termination as provided herein.

5. City reserves the right, for any reason whatsoever (including, but not limited to, the City's failure to appropriate funding for this Contract), or without reason, terminate performance under the Contract by Contractor for convenience. City shall give thirty (30) calendar days advance written notice of termination for convenience to Contractor. Contractor shall incur no further obligations in connection with the Contract and Contractor shall stop Work when such termination becomes effective. Contractor shall also, at City's direction, either

terminate or assign to City outstanding orders and subcontracts. Contractor shall settle the liabilities and claims arising out of any terminated subcontracts and orders. City may direct Contractor to assign Contractor's right, title and interest under terminated orders or subcontracts to City or its designee. Contractor shall transfer title and deliver to City such completed or partially completed Design Documents (if any), Construction Work and materials, equipment, parts, fixtures, information and Contract rights as Contractor has.

6. When terminated for convenience, Contractor shall be compensated as follows:

(a) Contractor shall submit a termination claim to City specifying the amounts believed to be due because of the termination for convenience together with costs, pricing or other data required by City. If Contractor fails to file a termination claim within three (3) months from the effective date of termination, City shall pay Contractor an amount derived in accordance with Subparagraph (c) below;

(b) City and Contractor may agree to the compensation, if any, due to Contractor under this paragraph;

(c) Absent agreement to the amount due to Contractor, City shall pay Contractor, as full compensation for termination for convenience, the following amounts:

(i) the Cost of the Construction Work and Services, as defined and allowed by to the extent incurred or paid prior to receipt by Contractor of the notice of termination;

(ii) such portion of Work which is completed and unpaid as of the date of receipt by Contractor of the notice of termination; and

(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders hereinabove. These costs shall not include amounts paid in accordance with other provisions of this Contract. In no event shall Contractor be entitled to recover lost profits or other incidental or consequential damages from City on account of a termination for convenience, or an erroneous termination for cause as described below.

7. If Contractor does not perform the Construction Work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise commits a violation of a material provision of the Contract, then City may by written notice to Contractor, without prejudice to any other right or remedy against Contractor or others, terminate the performance of Contractor and take possession of the Project site and of all materials and equipment at the site and may finish the Construction Work by whatever methods it may deem expedient. In such cases, Contractor shall not be entitled to receive any further payment until the Construction Work is finished.

8. In the event the employment of Contractor is terminated by City for cause and it is subsequently determined by a court or other tribunal of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under this Paragraph and the provisions of this Paragraph regarding compensation shall apply.

ARTICLE 18 INDEMNITY

1. To the fullest extent permitted by law, Contractor agrees to defend, indemnify and hold City, its elected officials, officers, agents and employees, harmless for, from and against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Contractor's breach of any of the terms or provisions of this Contract, or by any negligent, grossly negligent or strictly liable act or omission of Contractor, its officers, agents, or employees, in the performance of this Contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of City, its elected officials, officers, agents, employees or separate contractors. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

ARTICLE 19 INSURANCE AND BONDS

1. Concurrently with the execution of the Contract, the Contractor shall furnish the City of Buckeye a certificate of insurance on a standard insurance industry ACORD form. The ACORD form shall be issued by an insurance company authorized to transact business in the State of Arizona.

2. Contractor, subcontractors and subconsultants shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

3. The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

4. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, subcontractors or subconsultants and Contractor is free to purchase such additional insurance as may be determined necessary.

5. Minimum Scope And Limits Of Insurance. Contractor shall provide coverage at least as broad and with limits of liability not less than those stated below.

(a) Commercial General Liability-Occurrence Form Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The policy shall be endorsed to include the following additional insured language: "The City of Buckeye shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor."

(b) Automobile Liability- Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract

Combined Single Limit (CSL)	\$1,000,000
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The policy shall be endorsed to include the following additional insured language: "The City of Buckeye shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor" including automobiles owned, leased, hired or borrowed by the Contractor."

(c) Workers Compensation and Employers Liability

<u>Workers Compensation</u>	<u>Statutory</u>
Employers' Liability	
Each Accident	\$ 100,000
Disease-Each Employee	\$ 100,000
Disease-Policy Limit	\$ 500,000

The policy shall contain a waiver of subrogation against the City of Buckeye.

(d) Professional Liability

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

(i) The required professional liability coverage must cover work done or to be done or on the behalf of the Contractor.

(ii) In the event that professional liability insurance required by this Contract is written on a "claims made" basis, coverage shall be maintained for two years past completion and acceptance of the Work or services required by this Contract.

(iii) Should any Delivery Order include the services of design as an integral part of the work, any professional liability shall specifically delete any design-build or similar

exclusions that could compromise coverage's because of the design-build delivery of the Project.

(e) Umbrella/Excess Liability: Umbrella/Excess Liability insurance with a limit of not less than \$5,000,000 per occurrence combined limit Bodily Injury and Property Damage, that "follows form" and applies in excess of the Commercial General Liability, Automobile Liability, and Employer's Liability, as required above.

6. Additional Insurance Requirements. The policies shall include, or be endorsed to include, the following provisions:

(a) On insurance policies where the City of Buckeye is named as an additional insured, the City of Buckeye shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

(b) The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

(c) Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

7. Subconsultant's and Subcontractor's Insurance. Contractor's certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate. All coverage's for subcontractors and subconsultants shall be appropriate to cover all of its work performed herein.

8. Notice Of Cancellation. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given, by certified mail, return receipt requested to:

Christopher A. Williams
Manager, Construction and Contracting
City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326

9. Acceptability Of Insurers. Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with an A. M. Best's rating of no less than A -. The City in no way warrants that the above required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

10. Verification of Coverage:

(a) Contractor shall furnish the City Certificates of Insurance (ACORD form or equivalent approved by the City) and with original endorsements effecting coverage as required by this Contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. *Any policy endorsements that restrict or limit coverages shall be clearly noted on the certificate of insurance.*

(b) All certificates and endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to the earlier of commencement of work under this Contract or the signing of this Contract and remain in effect for the duration of the Project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

(c) All certificates of insurance required by this Contract shall be sent directly to the City of Buckeye, Manager of Construction and Contracting. The contract number and project description shall be included on the Certificates of Insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract, at any time.

11. Approval. Any modification or variation from the insurance requirements in this Contract shall be approved by the City, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

12. Bonds and Other Performance Security. Contractor shall provide the following performance bond and labor and material payment bond:

(a) Prior to execution of this Contract, the Contractor must provide a performance bond and a labor and materials bond, each in an amount equal to the amount of initial Contract Price designated for construction services set forth in each Delivery Order.

(b) Each such bond shall be executed by a surety company or companies holding a Certificate of Authority to transact surety business in the State of Arizona, issued by the City of the Arizona Department of Insurance. A copy of the Certificate of Authority shall accompany the bonds. The Certificate shall have been issued or updated within two years prior to the execution of the Contract.

(c) The bonds shall be made payable and acceptable to the City of Buckeye.

(d) The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the state of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of Power of Attorney of the signing official. If one Power of Attorney is

submitted, it shall be for twice the total Contract amount. If two Powers of Attorney are submitted, each shall be for the total Contract amount. Personal or individual bonds are not acceptable.

(e) Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

(f) All bonds submitted for this project shall be provided by a company which has been rated "A- or better" by the A.M. Best Company.

13. Approval, disapproval or failure to act by City regarding any insurance supplied by Contractor or its Subcontractors shall not relieve Contractor of full responsibility or liability for damages, errors, omissions or accidents as set forth in this Contract. Neither the bankruptcy or insolvency of Contractor's insurer nor any denial of liability by Contractor's insurer shall exonerate Contractor from the liability or responsibility of Contractor set forth in this Contract.

ARTICLE 20

CANCELLATION UNDER A.R.S. § 38-511

1. This Contract may be cancelled pursuant to the terms of Arizona Revised Statutes Section 38-511, as amended.

ARTICLE 21

GIFT TO PUBLIC SERVANT

1. City may terminate this Contract immediately if Contractor has offered, conferred, or agreed to confer any benefit upon a City of Buckeye employee or official that the City of Buckeye employee or official is prohibited by law from accepting.

2. For purposes of this section, "benefit" means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare the beneficiary has a direct or substantial interest, but does not include a contribution or expenditure made and reported in accordance with law.

3. Notwithstanding any other legal remedies, City may require Contractor to remove any employee of Contractor from the Project who has violated the restrictions of this section or any similar state or federal law, and obtain reimbursement for any expenditures made to Contractor as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

ARTICLE 22 NONDISCRIMINATION

1. As a condition of this Contract, Contractor covenants that Contractor will take all necessary actions to insure that, in connection with any work under this Contract, Contractor, his associates and subcontractors, will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or handicap unrelated to job performance, either directly, indirectly or through contractual or other arrangements. Contractor shall also comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C.A. §§12101-12213, as amended. In this regard, Contractor shall keep, retain and safeguard all records relating to this Contract or work performed hereunder for a minimum period of three (3) years from final Contract completion, with full access allowed to authorized representatives of City, upon request, for purposes of evaluating compliance with this and other provisions of the Contract.

2. Subject to existing law, and regulations, illegal or undocumented persons will not be employed by the Contractor for any work or services to be performed pursuant to this contract. The Contractor will ensure that this provision is expressly incorporated into any and all subcontracts or subordinate agreements issued in support of this contract. Contractor shall notify the City upon the selection and agreement with any sub-contractor, and shall notify the City prior to any subcontractor being on site doing work. Contractor agrees to comply with the provisions of section 274A(a)(1)(A) and 274A(a)(2) of the Immigration and Nationality Act (8 U.S.C.1324a(a)(1)(A), 1324a(a)(2)) (the "INA employment provisions"), and any amendments thereto, prohibiting the unlawful employment of illegal or undocumented persons. Under the terms of this agreement, the Contractor shall not knowingly hire or employ for any work performed pursuant to this contract any workers or employees not lawfully authorized to work in the United States under the provisions of the Immigration and Nationality Act or any other applicable federal or state laws. Violation of the provisions of this section shall be deemed a material breach of this Contract.

ARTICLE 23 MISCELLANEOUS PROVISIONS

1. This Contract shall be governed by the laws and court decisions of the State of Arizona. This Contract is performed in Maricopa County, Arizona, and exclusive venue for the enforcement of rights or legal obligations under this Contract shall be in Maricopa County, Arizona.

2. This Contract shall be binding upon and inure to the benefit of the parties to this Contract and their respective successors and, except as otherwise provided in this Contract, their assigns.

3. Contractor shall not assign this Contract, or any part of this Contract, without prior written consent of City.

4. All notices, communications, and reports required or permitted under this Contract shall be personally delivered or mailed to the respective parties by depositing same in the United States mail, postage prepaid, at the addresses shown below, unless and until either party is otherwise notified in writing by the other party, at the following addresses. Mailed notices shall be deemed communicated as of five days after mailing.

If intended for City, to:

Christopher A. Williams
Manager, Construction and Contracting
City of Buckeye
530 E. Monroe Ave.
Buckeye, Arizona 85326
Phone: (623) 349-6225

If intended for Contractor, to:

Regional Pavement Maintenance of Arizona, Inc.
ATTN: Joseph P. DiGiugno
2435 S. 6th Avenue
Phoenix, AZ 85003
Phone: (623) 640-1800

5. No information relative to the existence or the details of the Design Services or the Construction Work shall be released by Contractor, either before or after completion of the Project, for publication, advertising or any commercial purposes without City's prior written consent.

6. In the event that any portion or any portions of this Contract are held to be unenforceable by a court of competent jurisdiction, then the remainder of this Contract shall be enforced as though such portions had not been included, unless to do so would cause this Contract to fail of its essential purposes.

7. This Contract, with all Exhibits and incorporated or referenced attachments, and any Delivery Order, together with Contractor's and Surety's performance and payment bonds for the Project, constitute the entire and exclusive agreement between City and Contractor with reference to the Project. This Contract supersedes any and all prior documents, discussions, communications, representations, understandings, negotiations or agreements by and between the parties.

8. If the City Council does not appropriate funds to continue this Contract in to a subsequent fiscal year, and pay for charges hereunder or under any current Delivery Order for a Project that extends into a new fiscal year, the City may terminate this Contract at the end of the current fiscal period, or at the time that funds are no longer available to meet the City's payment obligations hereunder. The City agrees to give written notice of termination to the Contractor at least thirty (30) days prior to any termination for a lack of funds and will pay to

the Contractor all approved charges incurred prior to Contractor's receipt of such notice, subject to the availability of funds therefore.

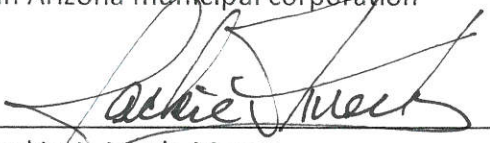
ARTICLE 24 E-VERIFY

1. E-Verify Requirements. To the extent applicable under Arizona Revised Statute § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under Arizona Revised Statute § 23-214(A). The Contractor or subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Contract and may result in the termination of the Contract by the Town of Buckeye. The Town of Buckeye retains the legal right to randomly inspect the papers and records of the Contractor or subcontractor employee who work on the Contract to ensure that the Contractor and its subcontractors are complying with the above-mentioned warranty.
2. The Contractor and its subcontractors warrant to keep the papers and records open for random inspection during normal business hours by the Town. The Contractor and its subcontractors shall cooperate with Town's random inspections including granting the Town's entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

[Signature Pages to Follow]

"City"

CITY OF BUCKEYE, ARIZONA,
an Arizona municipal corporation



Jackie A. Meck, Mayor

ATTEST:



Lucinda Aja, City Clerk

APPROVED AS TO FORM:



Scott W. Ruby, City Attorney

RECOMMENDED:



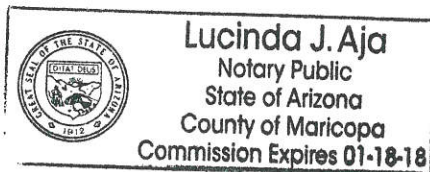
Christopher A. Williams, Manager
Construction & Contracting Division

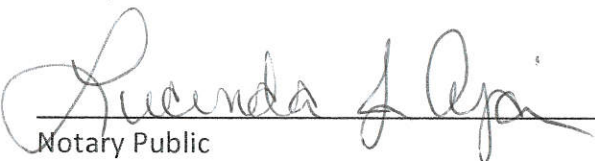
ACKNOWLEDGEMENT

STATE OF ARIZONA)
)
County of Maricopa)

On this 4th day of March, 2014, before me personally appeared
Jackie A. Meck, the Mayor of the CITY OF BUCKEYE, an Arizona municipal corporation, whose
identity was proven to me on the basis of satisfactory evidence to be the person who he claims
to be, and acknowledged that he or she signed the above/attached document.

(Affix notary seal here)





Notary Public

ACKNOWLEDGEMENT

STATE OF ARIZONA)

County of Maricopa)

On this ____ day of _____, 2014, before me personally appeared **Jackie A. Meck**, the Mayor of the CITY OF BUCKEYE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he or she signed the above/attached document.

(Affix notary seal here)

Notary Public

"Contractor"

REGIONAL PAVEMENT MAINTENANCE OF ARIZONA, INC.,
an Arizona corporation

By: _____

Name: JOSEPH P. DIGIUGNO

Title: PRESIDENT

ACKNOWLEDGEMENT

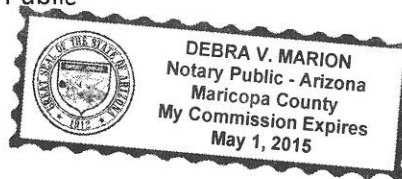
STATE OF ARIZONA)

County of Maricopa)

On this 5 day of FEBRUARY, 2014, before me personally appeared JOSEPH P. DIGIUGNO, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

(Affix notary seal here)

Debra V. Marion
Notary Public





CITY OF BUCKEYE
CONSTRUCTION & CONTRACTING DIVISION

August 18, 2014

Joseph P. DiGiugno
Regional Pavement Maintenance of Arizona, Inc.
2435 S. 6th Avenue
Phoenix, AZ 85003

Re: Change Order 1; Contract No.2014-007
JOC Street Maintenance

Dear Mr. DiGiugno:

The City of Buckeye is hereby providing you with the enclosed fully executed Change Order 1 to your JOC Street Maintenance Contract for your records. This Change Order adds Cooperative Language to your JOC Contract, allowing other municipalities and eligible agencies to "piggyback" off of our contract with you.

Should you have any questions or concerns, please feel free to contact me at 623-349-6225 or cwilliams@buckeyeaz.gov.

Sincerely,


Christopher A. Williams, Manager
Construction & Contracting Division

cc: file



CITY OF BUCKEYE
JOC CONTRACT NO. 2014-007
JOC Street Maintenance

CHANGE ORDER #1

Pursuant to the Contract between Regional Pavement Maintenance of Arizona, (Contractor) and the CITY OF BUCKEYE, an Arizona municipal Corporation (City), dated March 4, 2014, the following changes apply:

The following cooperative language is hereby added to and included in the contract:

Any contract resulting from this solicitation shall be for the use of the City of Buckeye. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.

This is a NO COST Change Order, and shall not affect the any other aspects of the Contract.

The terms and conditions of the Change Order, including the cost and time contained herein, constitute a full accord and complete satisfaction for all costs and time of performance related to the work described or referenced. Except as amended herein, all provisions of the contract remain in full force and effect. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

THEREFORE, the City of Buckeye by its Manager of Construction and Contracting has hereunto subscribed his name this 14 day of August, 2014.

CITY OF BUCKEYE



Christopher A. Williams, Manager
Construction & Contracting Division



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 8b.

MEETING DATE: January 17, 2017

DEPARTMENT: Parks and Recreation

STAFF PRESENTER: Bryan Hughes, Parks & Recreation
Director

SUBJECT: Appointment to Town of Florence Parks and
Recreation Advisory Board

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

RECOMMENDED MOTION/ACTION:

Appointment of two members to the Parks and Recreation Advisory Board with terms to expire December 31, 2019.

BACKGROUND/DISCUSSION:

Advertisements were placed on the Town website, on Channel 11, and in the Florence Reminder & Blade-Tribune noticing the availability of board and commission seats. The Town has ongoing advertisements for vacancies and will continue to collect applications until all vacancies are filled.

Four applications were received to fill two positions on the Parks and Recreation Advisory Board. Chairman Don Pinson and Councilmember Kristen Larsen conducted interviews with the four applicants on January 9, 2017. The following are the recommended appointments by Chairman Pinson and Councilmember Larsen.

Ms. Kelly Williams, if accepted, would fill a vacant seat on the Parks and Recreation Advisory Board and would be appointed to a three year term, with a term to expire on December 31, 2019.

Mr. Donald Woolridge currently serves on the Parks and Recreation Advisory Board and if accepted, would be re-appointed for a three year term, with a term to expire December 31, 2019.

The following is an excerpt from the Florence Town Code regarding Boards and Commissions:

§ 32.002 MEMBERSHIP

- A. All boards, commissions and committees of the municipality shall have five members unless a motion, resolution or ordinance creating the board, commission or committee specifies a different number of members.

- B. Each board, commission or committee shall as nearly as possible have an integrated or balanced membership with representatives of each race, sex and geographical area of the municipality.
- C. The Council shall, in making the appointment, take into consideration each person's knowledge, background, interest, experience and availability to perform the work and duties of the board, commission or committee. The applicant's political affiliation shall also be considered in making the appointment.
- D. A member of any board, commission or committee may concurrently serve on any other board, commission or committee of the municipality provided that there is no conflict created by the concurrent service, or unless a motion, resolution or ordinance creating the board, commission or committee specifies otherwise.
- E. All members shall be bona fide residents of the municipality and a registered voter, if 18 years of age or older, unless a motion, resolution or ordinance creating a board, commission or committee specifies otherwise, and shall serve without pay or compensation, except that a member shall be reimbursed for his or her actual and necessary expenses incurred in the performance of his or her official duties, provided that the expenses are approved by the Council prior to being incurred. Town employees or appointed officers shall not be eligible for appointment to any board, commission and committee, but may be requested to provide staff support thereto.

FINANCIAL IMPACT:

None

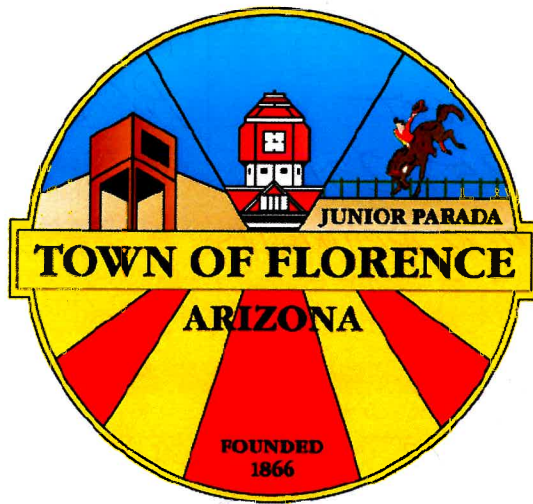
STAFF RECOMMENDATION:

Chairman Pinson and Councilmember Larsen, through the staff liaison, have recommendations for appointments as follows:

- Appointment of Kelly Williams to the Parks and Recreation Advisory Board with a term to expire December 31, 2019.
- Appointment of Donald Woolridge to the Parks and Recreation Advisory Board with a term to expire December 31, 2019.

ATTACHMENTS:

Applications
Boardmember List



Board and Commission Application

NAME: December Stan Cox DATE: Oct 22, 2016

Date Received: Oct 4, 2016

Appointed on: _____ to _____ Board/Commission

Term Expires: _____

Board and Commission Application

Name: <u>December Storm Cox</u>	Date: <u>Oct 3, 2016</u>
E-Mail Address: <u>decemberstormcox@gmail.com</u>	
Street Address: <u>528 E. 1st STREET</u>	Mailing Address: <u>P.O. Box 1062</u>
Home Telephone: <u>520-251-2316</u>	Work Telephone:
Occupation: <u>INFORMATION TECHNOLOGIES</u>	Best Time to Call: <u>12pm - 7pm</u>
Do you own commercial property or operate a business in Florence? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please provide: Work/Business Name: Work/Business Address:	
Length of Residency in Florence: <u>42</u> Years Are you a Registered Voter? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Do you live within the Town's incorporated limits? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Are you now, or have you ever served on a board, commission or committee for the Town of Florence? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please provide name of board, commission and/or committee and dates served:	
1. _____ Dates: _____ thru _____	
2. _____ Dates: _____ thru _____	
3. _____ Dates: _____ thru _____	
4. _____ Dates: _____ thru _____	

BOARD OR COMMISSION PREFERENCE(S): Refer to last page for list of boards and commissions (Please list <u>no more than two</u> boards, commissions in order of preference)	
1. <u>Parks and Recreation</u>	2. _____
If appointed, how much time would you be able to devote to the board or commission? Hours per week? <u>2-6</u> Hours per month? <u>10 hrs</u>	

Employment History		
Employment Period	Employer's Name and Address	Title
<u>JANUARY 2008 - Present</u>	<u>Coolidge Unified Schools</u>	<u>Special Systems Tech</u>
Civic Activities – Service Organizations		

INSPIRATION

What personal and professional experience or background can you contribute to the board or commission? I grew up in FLORENCE AS A KID

IN A TOWN THAT HAD NOTHING FOR THE YOUTH
TO DO SO WE HAD TO CREATE OUR OWN FUN
I WENT TO CHANGE THAT AND DESIGNATE AREAS FOR FUN

What is the most significant contribution you can make as a member of the board or commission

for which you are applying?

AS A PARKS AND REC MEMBER I
WOULD LIKE TO OVERSEE THE FUTURE PARK (North Expansion)
BIKE PATHS, HORSESHOE PITS, PAINT BALL COURSE FOR PUBLIC
R/C TRACKS, PUTT PUTT GOLF, ORGANIZED YOUTH GUN SAFETY, SHOOTING
RANGE

Please state in what ways you have been involved in the Florence community and what

prompted you to apply for appointment to the Town's boards and commissions.

RECENTLY RAN
FOR TOWN COUNCIL AND WAS ASKED TO APPLY
FOR THIS POSITION DUE TO MY INTEREST IN FAMILY
FUN

I understand that if a subject is presented for discussion to a board or commission where you have a conflict of interest, I will excuse myself from the discussion and abstain from voting. (For more information on conflict of interest, please contact the Town Attorney).

I understand that boards and commissions shall have no administrative authority unless specifically required by Federal or State Law, or Intergovernmental Agreement. Members of boards and commissions shall serve without compensation.

I further understand that to be considered for appointment to a board or commission I must be at least eighteen (18) years of age (except youth representatives), a qualified elector, and a resident of Florence unless a motion, resolution, or ordinance creating a board or commission specifies otherwise.

I further understand that my attendance at all regularly scheduled meetings is critical even if I am an alternate member and that the Town Council may appoint a replacement for members who are chronically absent from regular meetings. If a member is absent without an excuse from three (3) or more consecutive meetings, the Town Council may remove this member from the board or commission and appoint another (subject to Town Council approval) to serve the remainder of the term. I also understand that this application is considered a public record.

Applicant's Signature:

[Signature]

Date:

OCT 3, 2016

All applications are kept on file for one year. During that time, your application will be considered when there is an opening for the board or Commission for which you have applied.

- Please notify the Town Clerk's Office at 520-868-7552 if you move or no longer wish to be considered for appointment.
- Please feel free to attach a resume and/or copies of any certificates pertinent to the appointment you are seeking.
- Mail or deliver your completed application to: Town of Florence, Town Clerk's Office, 775 North Main Street, P.O. Box 2670, Florence, AZ 85132

* Application must be completely filled out in order to be considered *

THANK YOU FOR YOUR INTEREST IN THE TOWN OF FLORENCE

CITIZEN'S GUIDE.....Florence's Boards and Commissions

Arts and Culture Commission

Duties: Advises the Town Council on policies and plans pertaining to public art and the humanities in Florence.

Membership: Five members and one alternate appointed by the Town Council for three year terms. Members must be Florence residents or business owner.

Meetings: Meetings are held the 2nd Thursday of the month at 6:00 pm, at Florence Community Center, Ruggles #1, 778 North Main Street

Board of Adjustment

Duties: Serves as a quasi-judiciary board that hears variances, appeals and ordinance interpretations relating to regulations contained in the Zoning Ordinance.

Membership: The seven members of Council serve as the Board of Adjustments.

Meetings: As needed during regular Council Meetings

Historic District Advisory Commission

Duties: Maintains the historical integrity of the buildings within the district.

Membership: Seven members appointed by the Mayor and Council for a three year term, 4 of which shall be property owners within the district. Three or fewer shall have qualifications in one of the following areas historic preservation, architecture, planning, history, archeology, or related field. Three or fewer may also be filled by elected or appointed representatives of the municipality and its various commissions and authorities. Three or fewer places may be filled by at large residents of the municipality.

Meetings: Meetings are held the last Wednesday of the month at 6:00 pm, at Florence Town Hall, 775 North Main Street

Industrial Development Authority

Duties: In addition to the powers granted to an industrial development authority bylaw, the authority has the powers to acquire, whether by purchase, exchange, gift, and lease or otherwise establish, construct, improve, maintain equip and furnish one or more projects. The authority has the power to lease, sell, exchange, or donate any or all of its projects. The authority as all other powers as defined by ARS 35-706.

Membership: Seven regular members appointed by the Town Council for Six-year terms.

Meetings: The authority meetings are posted 24 in advance with time, date, and location of meeting

Library Advisory Board

Duties: To promote the interests of the Florence Public Library.

Membership: Five regular members appointed by the Town Council for two-year terms. Member must reside within the Florence Unified School District.

Meetings: Meetings are held the 3rd Wednesday of the month at 6:00 pm, at Florence Community Center, 778 North Main Street

Parks & Recreation Board

Duties: Advises Town Council and staff on issues pertaining to parks, open space, trails and recreation.

Membership: Five members appointed by the Town Council for a three-year terms.

Meetings: Meetings are held the 4th Thursday of the month at 6:00 pm at Florence Community Center, 778 North Main Street

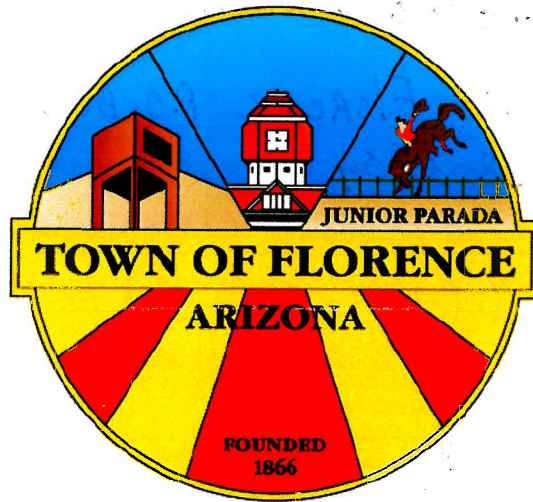
Planning & Zoning Commission

Duties: Analyze, review and make recommendations to the Council regarding land use and development related issues.

Membership: Five members and one alternate* appointed by the Town Council for three-year terms.

Meetings: Meetings are held the 1st and 3rd Thursday of the month at 6:00 pm, at Florence Town Hall, 775 North Main Street

*** Alternates are not selected to fill in for board, commission or committee members that do not attend meetings. Alternates may attend meetings and are encouraged to do so as their attendance will enhance their overall knowledge and abilities and help them prepare for future appointment. However, alternates may not formally participate in the board, committee or commission decisions unless and until there is a vacancy, at which time they are automatically appointed to the open position.**



Board and Commission Application

NAME: Donald Woolridge DATE: 11/7/16

Date Received: _____

Appointed on: _____ to _____ Board/Commission

Term Expires: 12/31/16

Board and Commission Application

Name: <u>DONALD Woolridge</u>	Date: <u>11/7/16</u>
E-Mail Address: <u>d1woolridge@cox.net</u>	
Street Address: <u>534 W. 14th St. Florence</u>	Mailing Address: <u>P.O. BOX 482 Florence</u>
Home Telephone: <u>(520) 868-3204</u>	Work Telephone: <u>(520) 560-9159</u>
Occupation: <u>Pastor</u>	Best Time to Call: <u>anytime</u>
Do you own commercial property or operate a business in Florence? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please provide: Work/Business Name: Work/Business Address:	
Length of Residency in Florence: <u>30</u> Years Are you a Registered Voter? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Do you live within the Town's incorporated limits? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Are you now, or have you ever served on a board, commission or committee for the Town of Florence? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please provide name of board, commission and/or committee and dates served:	
1. <u>Parks + Recreation</u> Dates: _____ thru <u>present</u>	
2. _____ Dates: _____ thru _____	
3. _____ Dates: _____ thru _____	
4. _____ Dates: _____ thru _____	

BOARD OR COMMISSION PREFERENCE(S): Refer to last page for list of boards and commissions
 (Please list no more than two boards, commissions in order of preference)

1 <u>Parks + Rec</u>	2 _____
----------------------	---------

If appointed, how much time would you be able to devote to the board or commission?
 Hours per week? as much as needed Hours per month? as needed

Employment History		
Employment Period	Employer's Name and Address	Title
<u>Current</u>	<u>Union Baptist</u>	<u>Pastor</u>
Civic Activities – Service Organizations		

What personal and professional experience or background can you contribute to the board or commission? I am a Pastor. I have a good Rapport as well as concern and compassion for youth in our community.

What is the most significant contribution you can make as a member of the board or commission for which you are applying? I have the time to devote to programs and activities.

Please state in what ways you have been involved in the Florence community and what prompted you to apply for appointment to the Town's boards and commissions. I have served on this board for several years.

I understand that if a subject is presented for discussion to a board or commission where you have a conflict of interest, I will excuse myself from the discussion and abstain from voting. (For more information on conflict of interest, please contact the Town Attorney).

I understand that boards and commissions shall have no administrative authority unless specifically required by Federal or State Law, or Intergovernmental Agreement. Members of boards and commissions shall serve without compensation.

I further understand that to be considered for appointment to a board or commission I must be at least eighteen (18) years of age (except youth representatives), a qualified elector, and a resident of Florence unless a motion, resolution, or ordinance creating a board or commission specifies otherwise.

I further understand that my attendance at all regularly scheduled meetings is critical even if I am an alternate member and that the Town Council may appoint a replacement for members who are chronically absent from regular meetings. If a member is absent without an excuse from three (3) or more consecutive meetings, the Town Council may remove this member from the board or commission and appoint another (subject to Town Council approval) to serve the remainder of the term. I also understand that this application is considered a public record.

Applicant's Signature: _____

Date: 11-7-2016

All applications are kept on file for one year. During that time, your application will be considered when there is an opening for the board or Commission for which you have applied.

- Please notify the Town Clerk's Office at 520-868-7552 if you move or no longer wish to be considered for appointment.
- Please feel free to attach a resume and/or copies of any certificates pertinent to the appointment you are seeking.
- Mail or deliver your completed application to: Town of Florence, Town Clerk's Office, 775 North Main Street, P.O. Box 2670, Florence, AZ 85132

* Application must be completely filled out in order to be considered *

THANK YOU FOR YOUR INTEREST IN THE TOWN OF FLORENCE

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Membership: Five members and one alternate appointed by the Town Council for three year terms. Members must be Florence residents or business owner.

Meetings: Meetings are held the 2nd Thursday of the month at 6:00 pm, at Florence Community Center, Ruggles #1, 778 North Main Street

Board of Adjustment

Duties: Serves as a quasi-judiciary board that hears variances, appeals and ordinance interpretations relating to regulations contained in the Zoning Ordinance.

Membership: The seven members of Council serve as the Board of Adjustments.

Meetings: As needed during regular Council Meetings

Historic District Advisory Commission

Duties: Maintains the historical integrity of the buildings within the district.

Membership: Seven members appointed by the Mayor and Council for a three year term, 4 of which shall be property owners within the district. Three or fewer shall have qualifications in one of the following areas historic preservation, architecture, planning, history, archeology, or related field. Three or fewer may also be filled by elected or appointed representatives of the municipality and its various commissions and authorities. Three or fewer places may be filled by at large residents of the municipality.

Meetings: Meetings are held the last Wednesday of the month at 6:00 pm, at Florence Town Hall, 775 North Main Street

Industrial Development Authority

Duties: In addition to the powers granted to an industrial development authority bylaw, the authority has the powers to acquire, whether by purchase, exchange, gift, and lease or otherwise establish, construct, improve, maintain equip and furnish one or more projects. The authority has the power to lease, sell, exchange, or donate any or all of its projects. The authority as all other powers as defined by ARS 35-706.

Membership: Seven regular members appointed by the Town Council for Six-year terms.

Meetings: The authority meetings are posted 24 in advance with time, date, and location of meeting

Library Advisory Board

Duties: To promote the interests of the Florence Public Library.

Membership: Five regular members appointed by the Town Council for two-year terms. Member must reside within the Florence Unified School District.

Meetings: Meetings are held the 3rd Wednesday of the month at 6:00 pm, at Florence Community Center, 778 North Main Street

Parks & Recreation Board

Duties: Advises Town Council and staff on issues pertaining to parks, open space, trails and recreation.

Membership: Five members appointed by the Town Council for a three-year terms.

Meetings: Meetings are held the 4th Thursday of the month at 6:00 pm at Florence Community Center, 778 North Main Street

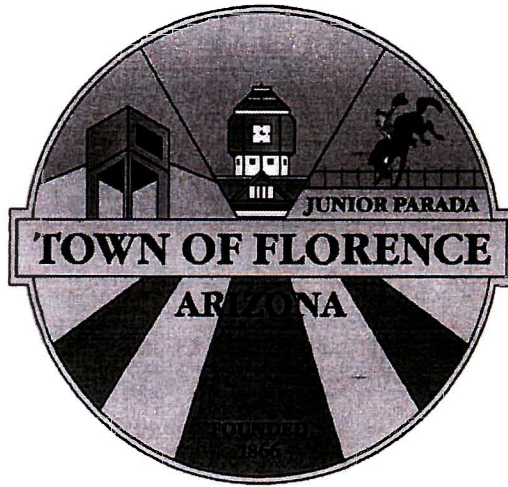
Planning & Zoning Commission

Duties: Analyze, review and make recommendations to the Council regarding land use and development related issues.

Membership: Five members and one alternate* appointed by the Town Council for three-year terms.

Meetings: Meetings are held the 1st and 3rd Thursday of the month at 6:00 pm, at Florence Town Hall, 775 North Main Street

*** Alternates are not selected to fill in for board, commission or committee members that do not attend meetings. Alternates may attend meetings and are encouraged to do so as their attendance will enhance their overall knowledge and abilities and help them prepare for future appointment. However, alternates may not formally participate in the board, committee or commission decisions unless and until there is a vacancy, at which time they are automatically appointed to the open position.**



Board and Commission Application

NAME Holly R. Silvas

DATE 12/13/16

Date Received: _____

Appointed on: _____ to _____ Board/Commission

Term Expires: _____

11-16-2009



Board and Commission Application

Name: <u>Holly Silvas</u>		Date: <u>12/13/16</u>
E-Mail Address: <u>hollylambert12@hotmail.com</u>		
Street Address: <u>130 N. Centennial Pk. Pl.</u>		Mailing Address: <u>PO BOX 1995</u>
Home Telephone: <u>520 510 8239</u> <u>cell</u>		Work Telephone: <u>520 868 3384</u>
Occupation: <u>Insurance Coord/Office Man.</u>		Best Time to Call: <u>anytime</u>
Do you own commercial property or operate a business in Florence? <u>NO</u>		
Work/Business Name: <u>N/A</u>		
Work/Business Address: <u>N/A</u>		
Length of Residency in Florence: <u>29 yrs.</u>		Are you a Registered Voter <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Are you now, or have you ever served on a board, commission or committee for the Town of Florence? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If yes, please give name of board, commission and/or committee and dates served:		
<u>N/A</u>		

BOARD OR COMMISSION PREFERENCE(S): Refer to last page for list of boards and commissions (Please list <u>no more</u> than two boards, commissions in order of preference)		
1	<u>Parks & Recreation Board</u>	2

If appointed, how much time would you be able to devote to the board or commission?	
Hours per week? <u>2</u>	Hours per month? <u>8</u>

Employment History		
Employment Period	Employer's Name and Address	Title
<u>2004-Current</u>	<u>Florence Dental 495 N. Pinal Pkwy</u>	<u>Insurance Coord/Office Man.</u>
<u>2002-2004</u>	<u>Dr. Nathan McLaws Mesa, AZ</u>	<u>Dental Insurance</u>
<u>1999-2002</u>	<u>Town of Florence</u>	<u>Rec. Leader I</u>
Education		
Name of School, College or University you attended	Degree	Year
<u>Pima Medical Inst.</u>	<u>Cert. Dental Asst.</u>	<u>01/02</u>
<u>CAC</u>	<u>None</u>	<u>03/04</u>
Civic Activities – Service Organizations		
<u>Board of Dir. Florence Little League, TOF JR NBA, JR Flag Football</u>		

What personal and professional experience or background can you contribute to the board or commission? As a life long res. of Florence & a mother to a 7yr old boy I can provide insight on expectations of our local families.

What is the most significant contribution you can make as a member of the board or commission for which you are applying? My ultimate goal would be to improve and implement successful programs for the youth in the TOF.

Please state in what ways you have been involved in the Florence community and what prompted you to apply for appointment to the Town's boards and commissions. I am currently the Secretary on the Board of Dir. for Florence Little League. I am also the proud 'Team Mom' for my sons/husbands JR NFL & JR NBA teams. I was contacted by an employee of TOF.

I understand that if a subject is presented for discussion to a board or commission where you have a conflict of interest, I will excuse myself from the discussion and abstain from voting. (For more information on conflict of interest, please contact the Town Attorney).

I understand that boards and commissions shall have no administrative authority unless specifically required by Federal or State Law, or Intergovernmental Agreement. Members of boards and commissions shall serve without compensation.

I further understand that to be considered for appointment to a board or commission I must be at least eighteen (18) years of age (except youth representatives), a qualified elector, and a resident of Florence unless a motion, resolution, or ordinance creating a board or commission specifies otherwise.

I further understand that my attendance at all regularly scheduled meetings is critical even if I am an alternate member and that the Town Council may appoint a replacement for members who are chronically absent from regular meetings. If a member is absent without an excuse from three (3) or more consecutive meetings, the Town Council may remove this member from the board or commission and appoint another (subject to Town Council approval) to serve the remainder of the term. I also understand that this application is considered a public record.

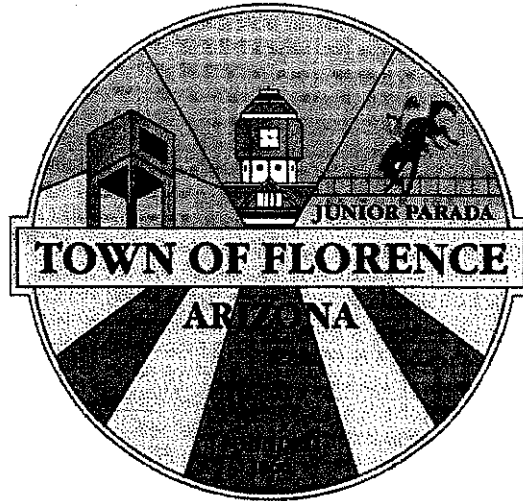
Applicant's Signature: H. ORSIVIA

All applications are kept on file for one year. During that time, your application will be considered when there is an opening for the board or Commission for which you have applied.

- Please notify the Town Clerk's Office at 520-868-7552 if you move or no longer wish to be considered for appointment.
- Please feel free to attach a resume and/or copies of any certificates pertinent to the appointment you are seeking.
- Mail or deliver your completed application to: Town of Florence, Town Clerk's Office, 775 North Main Street, P.O. Box 2670, Florence, AZ 85132

* Application must be completely filled out in order to be considered *
THANK YOU FOR YOUR INTEREST IN THE TOWN OF FLORENCE

Interview 1/9/17 @



Board and Commission Application

NAME Kelly Williams

DATE 1/3/17

Date Received: 1/3/17

Appointed on: _____ to _____ Board/Commission

Term Expires: _____

Board and Commission Application

Name: <u>Kelly Williams</u>	Date: <u>1-3-17</u>
E-Mail Address: <u>Karoupw@hotmail.com</u>	
Street Address: <u>1995 Diversion Dam Rd</u>	Mailing Address: <u>P.O. Box 652</u>
Home Telephone: <u>520-868-5297</u>	Work Telephone: <u>520-868-3560</u>
Occupation: <u>Adm. Assistant</u>	Best Time to Call: <u>any</u>
Do you own commercial property or operate a business in Florence? <u>NO</u>	
Work/Business Name:	
Work/Business Address:	
Length of Residency in Florence: <u>25yr</u>	Are you a Registered Voter <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Are you now, or have you ever served on a board, commission or committee for the Town of Florence? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If yes, please give name of board, commission and/or committee and dates served:	
<u>N/A</u>	

BOARD OR COMMISSION PREFERENCE(S): Refer to last page for list of boards and commissions (Please list <u>no more</u> than two boards, commissions in order of preference)	
1 <u>Parks & Recreation Board</u>	2

If appointed, how much time would you be able to devote to the board or commission?	
Hours per week? <u>5+</u>	Hours per month? <u>20</u>

Employment History		
Employment Period	Employer's Name and Address	Title
<u>2008</u>	<u>FUSD#1 - FHS</u>	<u>Adm Asst.</u>
Education		
Name of School, College or University you attended	Degree	Year
<u>Spencer School of Business - NE</u>		<u>84</u>
<u>Hamburg High School - IA</u>		<u>82</u>
Civic Activities - Service Organizations		

What personal and professional experience or background can you contribute to the board or commission? Familiar with town & parks rec.

What is the most significant contribution you can make as a member of the board or commission for which you are applying? Helping to improve the town, get the community involved in parks & rec.

Please state in what ways you have been involved in the Florence community and what prompted you to apply for appointment to the Town's boards and commissions.

Volunteered at Parks & Rec when kids were small - helped coach tee ball, basketball, volleyball, Tiddie Biddle Kidcho, etc

I understand that if a subject is presented for discussion to a board or commission where you have a conflict of interest, I will excuse myself from the discussion and abstain from voting. (For more information on conflict of interest, please contact the Town Attorney).

I understand that boards and commissions shall have no administrative authority unless specifically required by Federal or State Law, or Intergovernmental Agreement. Members of boards and commissions shall serve without compensation.

I further understand that to be considered for appointment to a board or commission I must be at least eighteen (18) years of age (except youth representatives), a qualified elector, and a resident of Florence unless a motion, resolution, or ordinance creating a board or commission specifies otherwise.

I further understand that my attendance at all regularly scheduled meetings is critical even if I am an alternate member and that the Town Council may appoint a replacement for members who are chronically absent from regular meetings. If a member is absent without an excuse from three (3) or more consecutive meetings, the Town Council may remove this member from the board or commission and appoint another (subject to Town Council approval) to serve the remainder of the term. I also understand that this application is considered a public record.

Applicant's Signature: Kelly Williams

All applications are kept on file for one year. During that time, your application will be considered when there is an opening for the board or Commission for which you have applied.

- Please notify the Town Clerk's Office at 520-868-7552 if you move or no longer wish to be considered for appointment.
- Please feel free to attach a resume and/or copies of any certificates pertinent to the appointment you are seeking.
- Mail or deliver your completed application to: Town of Florence, Town Clerk's Office, 775 North Main Street, P.O. Box 2670, Florence, AZ 85132

* Application must be completely filled out in order to be considered *

THANK YOU FOR YOUR INTEREST IN THE TOWN OF FLORENCE

Parks & Recreation Board

(3 Year Term)

Meets Fourth Thursday of the Month

At 6:00 pm

5 members

Tom Smith

P O Box 1810
192 N. Bailey Street
Florence AZ 85132
Home: 520-868-4473
Cell: 520-705-1221
Toml.lynn05@gmail.com
Appointed: 9/19/2016
Expires: 12/31/2017

Don Pinson

P O Box 1165
177 S. Bush Street
Florence, AZ 85132
Home: (520) 868-4872
Cell: (520) 518-1625
dandnpinson@cgmailbox.com
Appointed: 2/1/2016
Expires: 12/31/2018

Vacant

Expires: 12/31/2017

Linda Fenstermaker

3625 N. Princeton Ct.
Florence, AZ 85132
(760) 686-8286
lindylu92345@yahoo.com
Appointed: 4/20/2015
Expires: 12/31/2017

Donald Woolridge

P O Box 482
534 W. 14th Street
Florence, AZ 85132
Home: (520) 868-3204
Work: (520) 868-4772
dlwoolridge@cox.net
Appointed: 2/18/2014
Expires: 12/31/2016

Council Liaison

Councilmember Kristen Larsen

7322 W. Pleasant Oak Way
Florence, AZ 85132
Kristen.larsen@florenceaz.gov
Cell: 605-376-2048

Staff Liaison

Bryan Hughes

P O Box 2670
778 N. Main Street
Florence, AZ 85132
bryan.hughes@florenceaz.gov
Office: (520) 868-7582
Cell: (520) 840-1443



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 8c.

MEETING DATE: January 17, 2017

DEPARTMENT: Administration

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

SUBJECT: Appointments to Town of Florence Arts and
Culture Commission and Library Advisory Board

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

RECOMMENDED MOTION/ACTION:

Appointment of Ms. Doris Hagemann to a three year term to the Arts and Culture Commission, with a term to expire December 31, 2019.

Re-appointment of Mr. Eugene Horan to a two year term to the Library Advisory Board, with a term to expire December 31, 2018.

BACKGROUND/DISCUSSION:

Advertisements were placed on the Town website, on Channel 11, and in the Florence Reminder & Blade-Tribune noticing the availability of board and commission seats. The Town has ongoing advertisements for vacancies and will continue to collect applications until all vacancies are filled.

The following is an excerpt from the Florence Town Code regarding Boards and Commissions:

§ 32.002 MEMBERSHIP

- A. All boards, commissions and committees of the municipality shall have five members unless a motion, resolution or ordinance creating the board, commission or committee specifies a different number of members.
- B. Each board, commission or committee shall as nearly as possible have an integrated or balanced membership with representatives of each race, sex and geographical area of the municipality.
- C. The Council shall, in making the appointment, take into consideration each person's knowledge, background, interest, experience and availability to perform the work and duties of the board, commission or committee. The applicant's political affiliation shall also be considered in making the appointment.

- D. A member of any board, commission or committee may concurrently serve on any other board, commission or committee of the municipality provided that there is no conflict created by the concurrent service, or unless a motion, resolution or ordinance creating the board, commission or committee specifies otherwise.
- E. All members shall be bona fide residents of the municipality and a registered voter, if 18 years of age or older, unless a motion, resolution or ordinance creating a board, commission or committee specifies otherwise, and shall serve without pay or compensation, except that a member shall be reimbursed for his or her actual and necessary expenses incurred in the performance of his or her official duties, provided that the expenses are approved by the Council prior to being incurred. Town employees or appointed officers shall not be eligible for appointment to any board, commission and committee, but may be requested to provide staff support thereto.

FINANCIAL IMPACT:

None

STAFF RECOMMENDATION:

Appointment of Ms. Doris Hagemann to a three year term to the Arts and Culture Commission, with a term to expire December 31, 2019.

Re-appointment of Mr. Eugene Horan to a two year term to the Library Advisory Board, with a term to expire December 31, 2018.

ATTACHMENTS:

Applications
Boardmember Lists



Board and Commission Application

NAME Doris Hagemann

DATE 1-10-17

Date Received: _____

Appointed on: _____ to _____ Board/Commission

Term Expires: _____

Board and Commission Application

Name: Doris Hagemann		Date: 1-10-17
E-Mail Address: hagemann.d@centurylink.net		
Street Address: 3607 N. North Dakota Ave		Mailing Address: - same -
Home Telephone: 520-868-8758		Work Telephone: —
Occupation: retired teacher / self employed		Best Time to Call: early afternoon mid morning
Do you own commercial property or operate a business in Florence? yes		
Work/Business Name: 3rd - Natures Elements		
Work/Business Address: 3607 N. North Dakota Ave		
Length of Residency in Florence: 2.25 years Are you a Registered Voter <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Are you now, or have you ever served on a board, commission or committee for the Town of Florence? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If yes, please give name of board, commission and/or committee and dates served:		

BOARD OR COMMISSION PREFERENCE(S): Refer to last page for list of boards and commissions
(Please list no more than two boards, commissions in order of preference)

1	Arts + Culture Commission	2	
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If appointed, how much time would you be able to devote to the board or commission?

Hours per week? _____ Hours per month? 4-8 hours/mth

Employment History

Employment Period	Employer's Name and Address	Title
1995-2014	Mayville School District MHS 500 N. Clark Street Mayville, WI 54132	Social Studies Teacher / Dept Chair
1989-1991	Meals on Wheels Wautoma, WI	Meal Delivery Driver
1982-1988	Self Employed Artist - Arts Ink Albuquerque, NM	Artist / Business Owner

Education

Name of School, College or University you attended	Degree	Year
Capella University	PhD Education	2009
University Wisconsin - Oshkosh	BA/BS/MS anthropology Education	1980/ 1994/2002

Civic Activities – Service Organizations

Variety of School - community organized activities and services throughout years at Mayville High School

What personal and professional experience or background can you contribute to the board or commission? 20 years of working with a great variety of people in school + community setting. Organization of curriculum / activities for education, presentations

What is the most significant contribution you can make as a member of the board or commission for which you are applying? Ideas for activities in the arts and culture. Good at organizing and presenting ideas, classes, demonstrations

Please state in what ways you have been involved in the Florence community and what prompted you to apply for appointment to the Town's boards and commissions. Senior Center Volunteer - held art activities, call Bingo, etc. Pinal County Historical Society Secretary + volunteer. Laura Carter contacted me and suggested I apply. Hospice Volunteer for HOV in community + surrounding area

I understand that if a subject is presented for discussion to a board or commission where you have a conflict of interest, I will excuse myself from the discussion and abstain from voting. (For more information on conflict of interest, please contact the Town Attorney).

I understand that boards and commissions shall have no administrative authority unless specifically required by Federal or State Law, or Intergovernmental Agreement. Members of boards and commissions shall serve without compensation.

I further understand that to be considered for appointment to a board or commission I must be at least eighteen (18) years of age (except youth representatives), a qualified elector, and a resident of Florence unless a motion, resolution, or ordinance creating a board or commission specifies otherwise.

I further understand that my attendance at all regularly scheduled meetings is critical even if I am an alternate member and that the Town Council may appoint a replacement for members who are chronically absent from regular meetings. If a member is absent without an excuse from three (3) or more consecutive meetings, the Town Council may remove this member from the board or commission and appoint another (subject to Town Council approval) to serve the remainder of the term. I also understand that this application is considered a public record.

Applicant's Signature: 

All applications are kept on file for one year. During that time, your application will be considered when there is an opening for the board or Commission for which you have applied.

- Please notify the Town Clerk's Office at 520-868-7552 if you move or no longer wish to be considered for appointment.
- Please feel free to attach a resume and/or copies of any certificates pertinent to the appointment you are seeking.
- Mail or deliver your completed application to: Town of Florence, Town Clerk's Office, 775 North Main Street, P.O. Box 2670, Florence, AZ 85132

* Application must be completely filled out in order to be considered *

THANK YOU FOR YOUR INTEREST IN THE TOWN OF FLORENCE

Arts and Culture Commission

(3 Year Term)

Meets the Second Thursday of the month at 6:00 pm at Florence
Community Center, Ruggles #1 Room
5 members

Chairman

Jorganne Cochran

Chair Term expires 12/31/15

3742 N. Monument Drive

Florence AZ 85132

Home: (520) 723-4715

Cell: (719) 322-1003

jnrcochran@msn.com

Re-appointed: 12/19/2016

Expires: 12/31/2019

Vacant

Expires: 12/31/2016

Ann Rankin

P O Box 1471

351 W. Poston Butte Loop

Florence AZ 85132

Home: (520) 868-9528

Cell: 520-705-2469

strawpad@cox.net

Appointed: 1/5/2015

Expires: 12/31/2017

Georgine Duncan

2352 N. Palo Verde Dr.

Florence AZ 85132

Cell: (520) 279-0054

jwduncanjr@hotmail.com

Appointed: 2/17/2015

Expires: 12/31/2016

Ed Curran

P O Box 1734

495 N. Warner

Florence AZ 85132

Home: 520-483-6694

Appointed: 12/7/2015

Expires: 12/31/2017

Council Liaison:

Councilmember Bill Hawkins

130 Campbell Road

P O Box 1378

Florence, AZ 85132

Cell: 520-705-1601

Staff Liaison:

Bryan Hughes

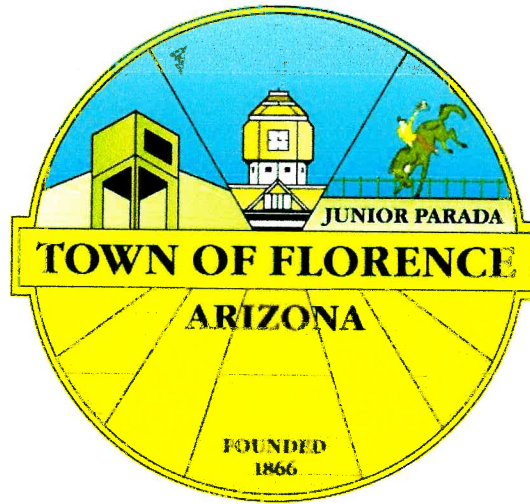
P o Box 2670

Florence AZ 85132

Phone: (520) 868-7582

Email: bryan.hughes@florenceaz.gov

Updated: 12-19-16



Board and Commission Application

NAME EUGENE J. HORAN

DATE 12/12/16

Date Received: _____

Appointed on: _____ to _____ Board/Commission

Term Expires: _____

Board and Commission Application

Name: <u>EUGENE J. HORAN</u>	Date: <u>12/12/16</u>
E-Mail Address: <u>genehoran@mac.com</u>	
Street Address: <u>3686 N. PRINCETON COURT</u>	Mailing Address: <u>FLORENCE, AZ 85132</u>
Home Telephone: <u>520-431-1638</u>	Work Telephone: _____
Occupation: <u>RETIRED</u>	Best Time to Call: <u>AM</u>
Do you own commercial property or operate a business in Florence?	
Work/Business Name: <u>N/A</u>	
Work/Business Address:	
Length of Residency in Florence: <u>11 yrs</u>	Are you a Registered Voter <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Are you now, or have you ever served on a board, commission or committee for the Town of Florence? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, please give name of board, commission and/or committee and dates served:	
<u>TOWN PLANNING + LIBRARY</u>	

BOARD OR COMMISSION PREFERENCE(S): Refer to last page for list of boards and commissions (Please list <u>no more</u> than two boards, commissions in order of preference)			
1	<u>LIBRARY</u>	2	

If appointed, how much time would you be able to devote to the board or commission?	
Hours per week? <u>2</u>	Hours per month? <u>5</u>

Employment History		
Employment Period	Employer's Name and Address	Title
	<u>ON RECORD</u>	
Education		
Name of School, College or University you attended	Degree	Year
<u>Phd - KENTROCH UNIVERSITY</u>	<u>Phd</u>	<u>86</u>
Civic Activities – Service Organizations		

What personal and professional experience or background can you contribute to the board or commission? PAST SERVICE

What is the most significant contribution you can make as a member of the board or commission for which you are applying? KNOWLEDGE OF ISSUES

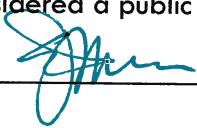
Please state in what ways you have been involved in the Florence community and what prompted you to apply for appointment to the Town's boards and commissions.

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* Application must be completely filled out in order to be considered *
THANK YOU FOR YOUR INTEREST IN THE TOWN OF FLORENCE

Library Advisory Board

(2 Year Term)

Meets the Third Wednesday of the Month at 6:00 p.m.

5 members

Denise E. Kollert, Chairman

802 E. McFarland Blvd.
Florence, AZ 85132
Home: (520) 868-8177
denkoll123@gmail.com
Appointed: 2/1/2016
Expires: 12/31/2017

Talma Harmon, Secretary

P O Box 1944
515 N. Warner
Florence, AZ 85132
Cell: (520) 450-2183
Work: (520) 866-4037
guitha@hotmail.com
Appointed: 1/5/2015
Expires: 12/31/2016

Kamian Harmon

P O Box 1944
515 N. Warner
Florence AZ 85132
Cell: (520) 208-4235
kharmon@scvuhs.org
Appointed: 3/7/2016
Expires: 12/31/2017

Sheree Berger

P O Box 324
409 Ashley Way
Florence, AZ 85132
Home: (520) 868-5288
Work: (520) 866-3500
Cell: (520) 518-1526
shereeberger@hotmail.com
Re-appointed: 12/19/16
Expires: 12/31/2018

Eugene Horan

3686 N. Princeton Ct.
Florence, AZ 85132
Home: (520) 723-1339
Cell: (520)-431-1638
genehoran@mac.com
Appointed: 1/5/2015
Expires: 12/31/2016

Alternate:

Trudy Kelm

P O Box 615
150 S. Central
Florence AZ 85132
Home: (520) 868-4764
trudyk24@yahoo.com
Appointed: 1/5/2015
Expires: 12/31/2016

Council Liaisons

Vice-Mayor Vallarie Woolridge

534 W. 14th Street
P O Box 2670
Florence, AZ 85132
Home: (520) 868-3204
Cell: (520) 560-2211

Staff Liaison

Rosemary Bebris

1000 S. Willow Street
Florence, AZ 85132
(520) 868-9471
rosemary.bebris@florenceaz.gov