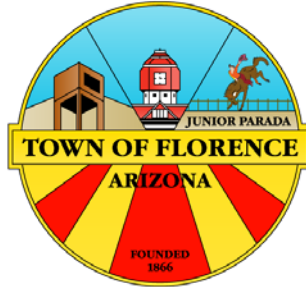


TOWN OF FLORENCE REGULAR MEETING AGENDA

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, February 21, 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, February 21, 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. Recognition of the 32nd Annual Historic Home Tour Committee. (Bryan Hughes)
- b. Recognition of the San Tan Foothills High School Drama Club "Sabercat Playmakers" for their participation in the Pearl Hart Historical Skits during the 32nd Annual Historic Home Tour. (Bryan Hughes)
- c. Recognition of Pulte Homes as 150th Anniversary Sponsor. (Bryan Hughes)
- d. Presentation on the Town of Florence ISO Rating. (Dave Strayer)

- e. **Presentation on** and Discussion/Approval/Disapproval of the Town of Florence 2017 General Plan Amendment application and hearing schedule. (Mark Eckhoff)
- f. **Presentation of the** 2016 Annual Report from the Greater Florence Chamber of Commerce. (Jennifer Evans)

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

- a. **Recommendation of approval** to the Arizona Department of Liquor License and Control on the Kokopelli Moon Saloon's application for a Temporary Extension of Premises Patio Permit for the Road to Country Thunder event on April 1, 2017. (Lisa Garcia)
- b. **Recommendation of approval** to the Arizona Department of Liquor Licenses and Control on the Pinal County Historical Society, Inc. application for a Special Event Liquor License for the Greater Florence Chamber of Commerce Mixer, to be held on April 11, 2017 (Lisa Garcia)
- c. Approval of the **January 3, January 13,** and **January 17, 2017** Town Council meeting minutes.
- d. Receive and file the following board and commission minutes:
 - i. **December 8, 2016** Arts and Culture Commission minutes.
 - ii. **October 26, 2016** Historic District Advisory Commission minutes.
 - iii. **October 27, 2016** Parks and Recreation Advisory Board minutes.

8. NEW BUSINESS

- a. **Discussion/Approval/Disapproval** of authorizing staff to commence Development Agreement negotiations with Artisan Acres, LLC and other associated parties seeking to enter into a Development Agreement with the Town of Florence, in order to facilitate the proposed expansion of the Windmill Winery project in Florence, Arizona. (Brent Billingsley)
- b. **Discussion/Approval/Disapproval** to enter into a contract with Holbrook Asphalt Company, to provide HA5 high density mineral bond pavement preservation treatment in various locations, in an amount not to exceed \$207,713.28. (Chris Salas)
- c. **Discussion/Approval/Disapproval** to enter into a contract with Cactus Asphalt, through a Pinal County Cooperative Contract, to provide polymer modified asphalt paving, in an amount not to exceed \$481,334.56. (Chris Salas)

9. LEGISLATIVE REPORT

10. TOWN MANAGER'S REPORT

11. CALL TO THE PUBLIC

12. CALL TO THE COUNCIL – CURRENT EVENTS ONLY

13. 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 FEBRUARY 17, 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.



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 6a.

MEETING DATE: February 21, 2017

DEPARTMENT: Parks and Recreation

STAFF PRESENTER: Bryan Hughes, Parks and Recreation
Director

SUBJECT: Recognition of the 32nd Annual Historic Home
Tour Committee

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

RECOMMENDED MOTION/ACTION:

Recognition of the 32nd Annual Historic Home Tour Committee.

BACKGROUND/DISCUSSION:

The 32nd Annual Florence Historic Home Tour was held on Saturday, February 11, 2017. This year's theme was "Florence: Born of Adobe Brick and the Frontier Spirit". Homes and historic buildings were on display and open from 10:00 a.m. until 4:00 p.m. The tour began downtown at Jaques Square, 8th Street and Main.

During the Home Tour, the Florence Arts and Culture Commission hosted its Second Quick Draw Art Event from 10:00 a.m. until 2:00 p.m. at the Suter House. Various artists started with an empty canvas and had just two-and-a-half hours to finish their art work. A silent auction was held and winning bids were announced later in the day. The Sabercat Playmakers, a drama and theatre group from San Tan Foothills High School, performed two Pearl Hart re-enactments at the Second Pinal County Court House. Members of the Buffalo Soldiers presented a camp re-enactment and presentation at the Pinal County Historical Museum at 2:00 p.m.

All of these things would not have been possible without the staff and volunteers on the Home Tour Committee. The Committee began meeting last year immediately following the completion of the 2016 Home Tour to recommend improvements, plan for this year, and work together to showcase Florence to residents and visitors attending the Home Tour.

FINANCIAL IMPACT:

None

STAFF RECOMMENDATION:

None

ATTACHMENTS:

None



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 6b.

MEETING DATE: February 21, 2017

DEPARTMENT: Parks and Recreation

STAFF PRESENTER: Bryan Hughes, Parks and Recreation
Director

SUBJECT: Recognition of the San Tan Foothills High School
Drama Club "Sabercat Playmakers" for their participation in
the 32nd Annual Historic Home Tour.

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

RECOMMENDED MOTION/ACTION:

Recognition of the San Tan Foothills High School Drama Club "Sabercat Playmakers" for their participation in the Pearl Hart (female bandit) Historical Skits during the 32nd Annual Historic Home Tour.

BACKGROUND/DISCUSSION:

The Home Tour Committee worked with Jared Carrell, San Tan Foothills High School drama teacher and his group of students, known as the "Sabercat Playmakers" to present two historical re-enactments based upon the trial of Pearl Hart during the Historic Home Tour. Mr. Carrell attended many Home Tour committee meetings and contributed towards the overall planning of the Home Tour.

Mr. Carrell also worked with members of the Pinal County Historical Museum to create ideas and a script for the re-enactments. This is something that has never been done during the three years the Town of Florence has assumed responsibility for the tour. Everyone was very much looking forward to the students' performances.

The students presented two performances at Home Tour, which were held at 11:00 a.m. and 1:00 p.m. in the Second Pinal County Courthouse.

FINANCIAL IMPACT:

None

STAFF RECOMMENDATION:

None

ATTACHMENTS:

None



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 6c.

MEETING DATE: February 21, 2017

DEPARTMENT: Parks and Recreation

STAFF PRESENTER: Bryan Hughes, Parks and Recreation
Director

SUBJECT: Recognition of Pulte Homes as a 150th
Anniversary Premier Sponsor

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

RECOMMENDED MOTION/ACTION:

Recognition of Pulte Homes as a 150th Anniversary Premier Sponsor.

BACKGROUND/DISCUSSION:

The Town of Florence Parks and Recreation Department would like to recognize, and thank Pulte Homes for being the only premier sponsor of the Town of Florence's 150th Anniversary events. Pulte Homes is being recognized as the only Levi Ruggles Sponsor which was a \$10,000 sponsorship. The Town produced a number of successful events throughout 2016 that attracted thousands of people to the community. Thank you Pulte Homes for your donation and partnership; it is greatly appreciated by the Town of Florence. As a token of our appreciation, the Town of Florence would like to present a shadow box with memorabilia from the 150th Anniversary Celebration.

FINANCIAL IMPACT:

None

STAFF RECOMMENDATION:

None

ATTACHMENTS:

Sponsorship Package Sheet

TOWN OF FLORENCE 2016 150th ANNIVERSARY CELEBRATION SPONSORSHIP PACKAGES

Sponsorship Deadline: Friday, January 29, 2016

Any sponsorship request received after this date will be recognized for any remaining or individual events

Levi Ruggles - \$10,000

Sponsorship will include:

- **Business named as the top sponsor of the 2016 Florence Anniversary Celebration for ALL Town Sponsored events throughout the year.**
- **Business will have the opportunity to participate in a meet and greet before a council meeting, and be recognized during the meeting.**
- **Business will receive a shadow box being recognized as a top 2016 Florence Anniversary Sponsor with pictures from Council Meet and Greet.**
- **Business logo will be printed on top in largest print of event t-shirts and worn by Town of Florence staff and available to the general public at all Town events throughout the year.**
- **Business featured on the Town of Florence website with direct link and contact information.**
- Business featured on local Florence television channel.
- Name or logo of business/organization listed in various advertisements and press releases.
- Opportunity to place promotional tent or booth at all Town Sponsored events.
- Opportunity to place promotional material at all Town Sponsored events.
- Name listed on fliers distributed throughout community and at Florence area schools.
- Acknowledgement of your business/organization throughout events.
- Name or logo of business/organization printed on event banners or signage.
- Social media recognition as top level sponsor of the 2016 Anniversary Celebration.

Charles Poston - \$8,000

Sponsorship will include:

- **Business named as the 2nd level sponsor of the 2016 Florence Anniversary Celebration for ALL Town Sponsored events throughout the year.**
- **Business logo will be printed on event t-shirts below main sponsors and worn by Town of Florence staff and available to the general public at all Town Sponsored events throughout the year.**
- **Business featured on the Town of Florence website with direct link and contact information.**
- Business featured on the Town of local Florence television channel.
- Name or logo of business/organization listed in various advertisements and press releases.
- Opportunity to place promotional tent or booth at the event.
- Opportunity to place promotional material at event.
- Name listed on fliers distributed throughout community and at Florence area schools.
- Acknowledgement of your business/organization throughout the event.
- Name or logo of business/organization printed on event banner or signage.
- Social media recognition as 2nd level sponsor of the 2016 Anniversary Celebration.

Ernest McFarland - \$6,000

Sponsorship will include:

- **Business named as the 3rd level sponsor of the 2016 Florence Anniversary Celebration for ALL Town Sponsored events throughout the year.**
- **Business name will be printed on event t-shirts below 2nd level sponsor and worn by Town of Florence staff and available to the general public at all Town Sponsored events throughout the year.**
- Opportunity to place promotional tent or booth at the event.
- Opportunity to place promotional material at event.
- Name and/or logo listed on fliers distributed throughout community and at Florence area schools.
- Acknowledgement of your business/organization throughout the event.
- Name or logo of business/organization printed on event banner or signage.
- Social media recognition as 3rd level sponsor of the 2016 Anniversary Celebration.

▪
William Clarke - \$1,500 (individual events only as chosen by sponsor)

Sponsorship will include:

- Opportunity to place promotional material at event.
- Name and/or logo listed on fliers distributed throughout community and at Florence area schools.
- Acknowledgement of your business/organization throughout the event.
- Name or logo of business/organization printed on event banner or signage.
- Social media recognition as sponsor of the 2016 Anniversary Celebration

Esteban Ramirez - \$500 (individual events only as chosen by sponsor)

Sponsorship will include:

- Acknowledgement of your business/organization throughout events.
- Name or logo of business/organization printed on event banner or signage.
- Social media recognition of the 2016 Anniversary Celebration.

Individual Donors - \$150 to \$499

Sponsorship will include:

- Recognition in the local newspaper periodically throughout the year.

REMEMBER: Sponsorship Deadline is Friday, January 29, 2016.



PUBLIC PROTECTION CLASSIFICATION SURVEY 2017

Analysis of the structural fire
suppression delivery system

INSURANCE SERVICES OFFICE (ISO) PUBLIC PROTECTION CLASSIFICATION

ISO is the leading supplier of data and analytics for the property/casualty insurance industry.

As a result of the October, 2016 ISO survey, the Town of Florence will receive a community classification improvement from Class 4/9 to Class 03/3x effective May 1, 2017.

BENEFITS OF AN IMPROVED ISO GRADE

- Most insurers use public protection classifications (PPC) for underwriting and calculating premiums for residential, commercial and industrial properties.
- Each insurance company independently determines the premiums it charges its policyholders.
- Communities whose Public Protection Classification (PPC) improves may get lower insurance prices.
- PPC provides fire departments with a valuable benchmark and is a valuable planning tool for fire protection improvements

THE COMMUNITY CLASSIFICATION: IMPROVED FROM CLASS 4/9 TO CLASS 03/3X

- The first class (e.g. “3”) applies to properties within 5 road miles of recognized fire station and within 1,000 feet of a fire hydrant
- The second class (3x) applies to properties beyond 1,000 feet of a fire hydrant but within 5 road miles of a recognized fire station

Prior Classification	New Classification
1/9	1/1X
2/9	2/2X
3/9	3/3X
4/9	4/4X
5/9	5/5X
6/9	6/6X
7/9	7/7X
8/9	8/8X
9	9

SUMMARY REPORT 2005

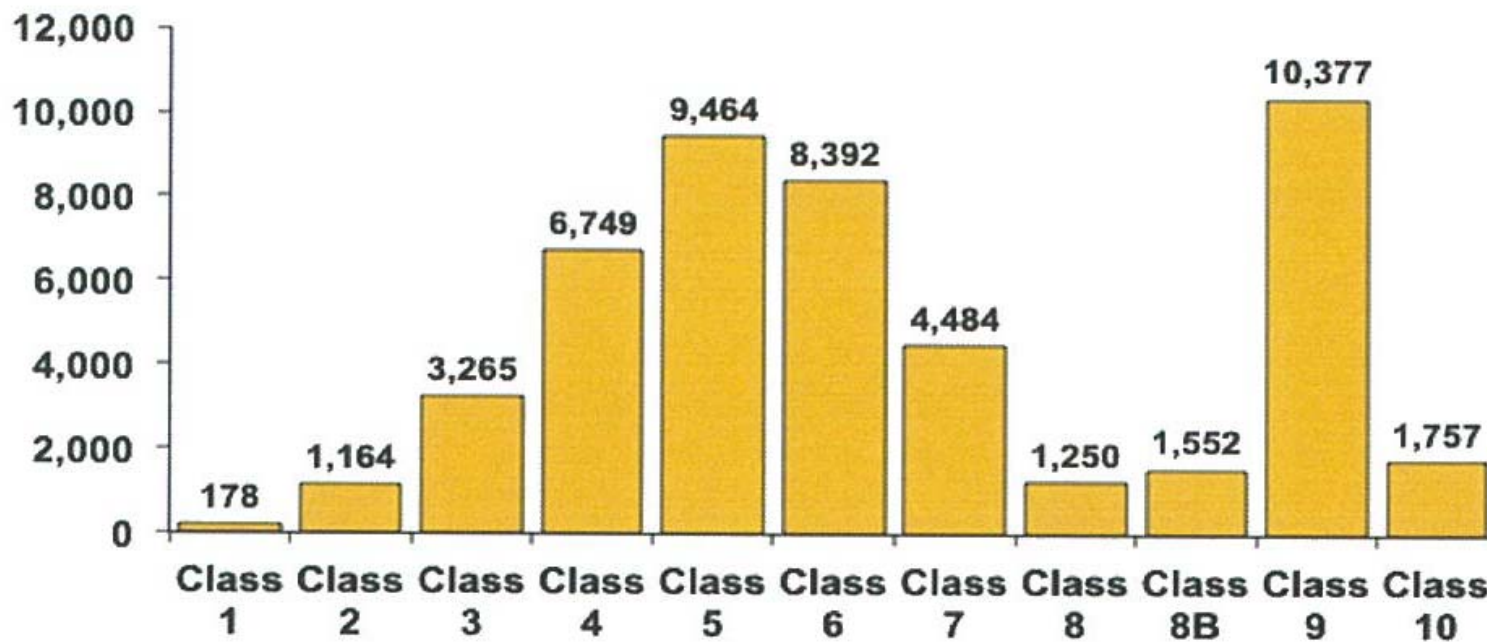
FSRS Feature	Earned Credit	Credit Available
Receiving and Handling Fire Alarms		
414. Credit for Telephone Service	1.80	2
422. Credit for Operators	2.25	3
432. Credit for Dispatch Circuits	3.30	5
440. Credit for Receiving and Handling Fire Alarms	7.35	10
Fire Department		
513. Credit for Engine Companies	9.94	10
523. Credit for Reserve Pumpers	0.87	1
532. Credit for Pumper Capacity	5.00	5
549. Credit for Ladder Service	3.86	5
553. Credit for Reserve Ladder and Service Trucks	0.69	1
561. Credit for Distribution	2.34	4
571. Credit for Company Personnel	4.08	15
580. Credit for Training	1.85	9
590. Credit for Fire Department	28.63	50
Water Supply		
616. Credit for Supply System	22.84	35
621. Credit for Hydrants	0.00	2
631. Credit for Inspection and Condition	2.58	3
640. Credit for Water Supply	25.42	40
Divergence	-1.26	--
Total Credit	60.14	100

SUMMARY REPORT 2017

FSRS Feature	Earned Credit	Credit Available
Emergency Communications		
414. Credit for Emergency Reporting	1.35	3
422. Credit for Telecommunicators	2.60	4
432. Credit for Dispatch Circuits	1.65	3
440. Credit for Emergency Communications	5.60	10
Fire Department		
513. Credit for Engine Companies	4.78	6
523. Credit for Reserve Pumpers	0.00	0.50
532. Credit for Pump Capacity	3.00	3
549. Credit for Ladder Service	1.38	4
553. Credit for Reserve Ladder and Service Trucks	0.00	0.50
561. Credit for Deployment Analysis	4.39	10
571. Credit for Company Personnel	11.37	15
581. Credit for Training	8.08	9
730. Credit for Operational Considerations	2.00	2
590. Credit for Fire Department	35.00	50
Water Supply		
616. Credit for Supply System	20.88	30
621. Credit for Hydrants	3.00	3
631. Credit for Inspection and Flow Testing	4.58	7
640. Credit for Water Supply	28.46	40
Divergence	-0.23	--
1050. Community Risk Reduction	3.62	5.50
Total Credit	72.45	105.50


CURRENT FIRE DEPARTMENT RANKINGS

Countrywide



QUESTIONS?



	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 6e.
MEETING DATE: February 21, 2017 DEPARTMENT: Community Development STAFF PRESENTER: Mark Eckhoff, AICP Community Development Director SUBJECT: 2017 General Plan Report and 2017 General Plan Amendment Application and Hearing Schedule		<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 approve the Town of Florence 2017 General Plan Amendment application and hearing schedule.

BACKGROUND/DISCUSSION:

This report and action item is a procedural matter that is acted upon on an annual basis. The Town Code does not specifically address the application process for General Plan Amendments; however, the Town’s 2020 General Plan does define Minor and Major Amendments to the General Plan and thus an application process with hearing dates is required to process such applications. An application has been created to define the process for General Plan Amendments and to set forth the 2017 schedule for such applications.

Adoption of the General Plan Amendment application will set forth an official process for hearing 2017 General Plan Amendments. Of particular importance is the process and schedule for Major General Plan Amendments, which can only be heard once a year. The Town Council will note that the Planning and Zoning Commission will have two meetings, each in a different location, to hear Major General Plan Amendments. One of the Commission’s two hearings will be held at the Anthem at Merrill Ranch community. The State of Arizona requires an increased level of public participation for Major General Plan Amendments and holding a meeting within the Anthem at Merrill Ranch community provides the opportunity to have a public hearing outside of the Town core.

Concurrent with this annual process of adopting our annual General Plan Amendment application and setting our dates for Major Amendments to the General Plan, staff would look to provide a brief report on the state of the Town of Florence 2020 General Plan.

Our current Town of Florence 2020 General Plan was adopted by the voters of Florence in 2010, thus the expectation that the Town will soon seek to commence an update to the General Plan so that an updated General Plan may be submitted to the voters of Florence for consideration in 2020 (the State requires most cities and towns to update their General Plans and obtain voter approval of their General Plans every ten years). Our current CIP proposes that the Town will commence the General Plan Update in the 2018/2019 Fiscal Year and the project will carry over to the 2019/2020 Fiscal Year. This effort will be married with an update of the Town's Parks, Trails and Open Space Master Plan and possibly other plans/studies. The timing of this project is quite ideal as it follows the anticipated adoption of the Town's Strategic Plan in 2017.

Though the General Plan is a critical tool that helps to guide the Town's growth over time, it is not a static document. Thus, the General Plan can be amended by Minor or Major Amendments every year and substantially updated every ten years, as required by State statutes. The Town has cautiously and successfully amended the General Plan, namely the Future Land Use Map, on limited occasions since the 2010 voter adoption, namely in order to facilitate updates to transportation corridors or to encourage new development.

The Town's General Plan has been at the heart of many major discussions since 2010, most notably as the General Plan was attempted to be altered two years in a row for a proposed copper mining project. The General Plan has also guided the Town on some critical long range transportation projects, namely the ADOT North South Corridor and Passenger Rail Corridor studies. The General Plan has also guided many discussions and actions regarding the annexation of State or private lands. Finally, the General Plan has supported our efforts surrounding the Territory Square development, Downtown Commercial (DC) Zoning District initiatives, as well as our Infill Incentive and Adaptive Reuse policies. Indeed, the General Plan has been consistently referenced and well utilized since 2010.

During 2015, the Future Land Use Map component of the Town's General Plan was amended to facilitate the Bonnybrooke Solar Project in Florence and to support the planned Johnson Ranch Estates (JRE) development on the south side of Florence. In the latter case, the Master Planned Community (MPC) land use designation was applied over the JRE site to allow for the planned mixed use development, which helps a project of this magnitude react to necessary plan and zoning changes over the expected duration of their development. No Minor or Major Plan Amendments were processed in 2016.

The Town has been referring to the General Plan, as well as other guiding documents, during our strategic planning process. The adopted Strategic Plan should provide critical direction for the comprehensive update to the General Plan in the coming years. We can expect there to be a great focus on, amongst other plan elements, parks, transportation and economic development. With transportation issues being front and center, the Town may wish to pursue some additional transportation planning studies prior to the next General Plan update. Staff concurrently anticipates one or more Minor

Amendments to the General Plan in 2017 related to the ongoing progress on the ADOT North-South Corridor Phase One Environmental Impact Statement.

FINANCIAL IMPACT:

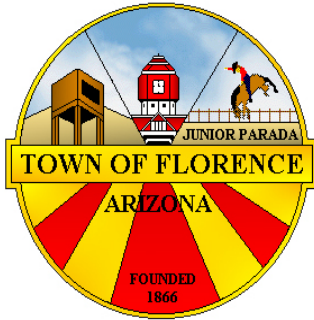
The Town pays a nominal fee, typically less than \$400, to utilize meeting spaces within the Anthem at Merrill Ranch community, which is included in the Community Development budget.

RECOMMENDATION:

Motion to approve the Town of Florence 2017 General Plan Amendment application and hearing schedule.

ATTACHMENT:

Town of Florence 2017 General Plan Amendment application and hearing schedule.



TOWN OF FLORENCE

GENERAL PLAN AMENDMENT PROCESS AND APPLICATION

Community Development Department

P.O. Box 2670

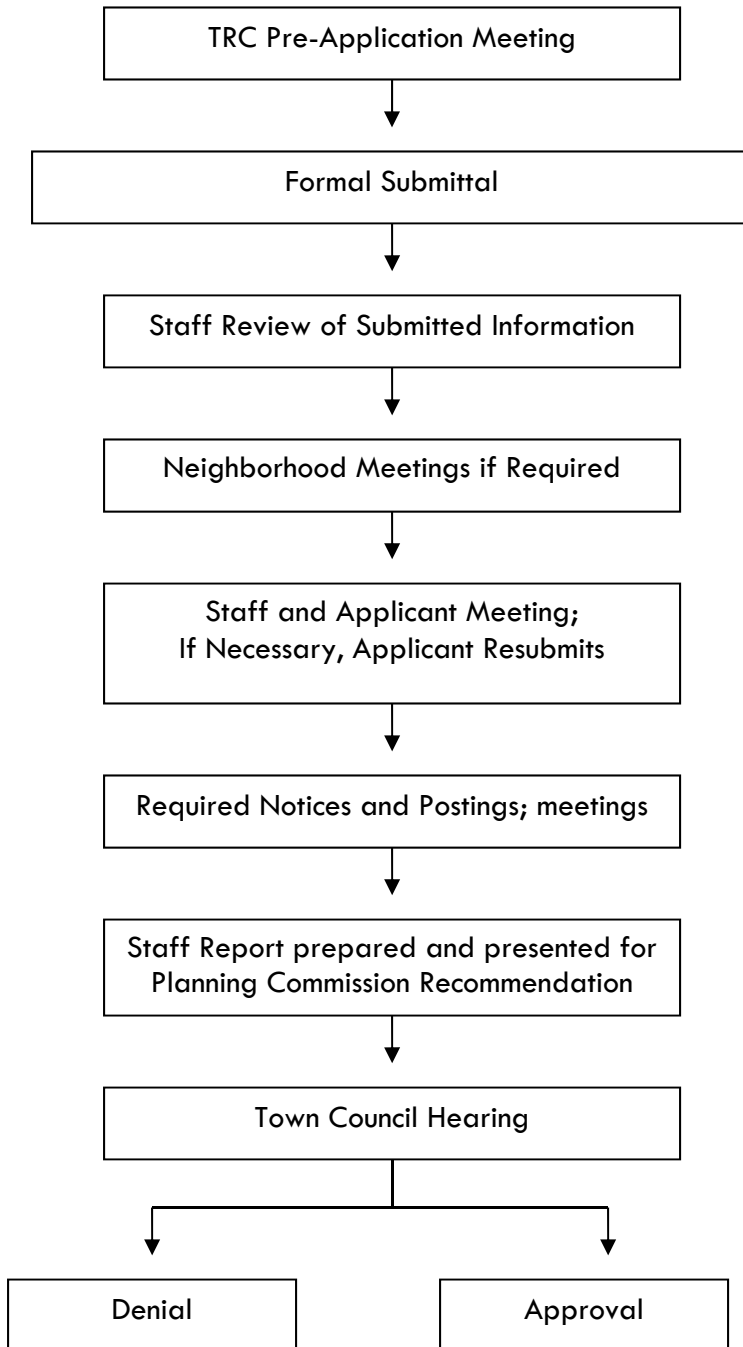
224 West 20th Street

Florence, Arizona 85132

(520) 868-7575

www.florenceaz.gov

TYPICAL GENERAL PLAN AMENDMENT PROCESS



GENERAL PLAN AMENDMENT APPLICATION PROCEDURES

The following information is provided to assist in the preparation and submittal of an application for a General Plan map or text amendment for property within the Town of Florence.

It is important to note that since an amendment may affect the entire community, adjacent jurisdictions, schools and public utilities, the analysis of a General Plan Amendment request must be comprehensive in nature and address all potential impacts.

1. **Pre-Application Review Process** – Prior to filing an application for a General Plan Amendment, the applicant must participate in a Pre-Application review meeting with the Community Development Department and Technical Review Committee (TRC).
2. **Application Filing** – For an application to be accepted, the applicant must provide all of the required information described on the submittal checklist at the time of formal submittal. Ensuring the accuracy of the request is the responsibility of the applicant. Applications will not be accepted or processed without an adequate description of the "Request" being submitted. Incomplete applications will not be accepted.
 - a. **Major Amendments** – Applications for Major Amendments to the General Plan will be considered once a year. The Florence 2020 General Plan defines what constitutes a Major Amendment. Submittals are accepted based on the schedule provided in this application.
 - b. **Minor Amendments** – Minor General Plan Amendments include any change to the 2020 General Plan not defined as a Major Amendment. Applications may be filed at any time during the year.
3. **Staff Review** – Upon receiving a complete application, the submitted information will be routed to Town staff and applicable agencies for timely review and comment. After this review is completed, the comments are consolidated and returned to the applicant. The applicant is responsible for addressing staff comments and submitting revised plans.
4. **Neighborhood Meetings** – Neighborhood meetings beyond the required minimum Town hearings may be required for certain General Plan Amendments, as deemed necessary by state statutes and/or the Community Development Director. Applicants will be required to set up and conduct these meetings. Efforts shall be made to encourage public participation. The applicant and Town shall comply with minimum public notification requirements.

5. **Public Notice** – Except for requests limited to text amendments, the applicant will prepare the public notice to mail to surrounding property owners and provide a copy to the Town. The notice requires Town review and approval prior to mailing. The notice for the first public hearing must be mailed by the applicant at least fifteen (15) calendar days prior to the date of the hearing to the following:
- a. All property owners of record within three hundred (300) feet of the site.
 - b. To the owner, if the application is initiated by a person other than the owner; and
 - c. Any person or group who has requested notice in writing.

The Community Development Director may expand the notification area set forth in this section if it is determined that the potential impact of the project extends beyond the required notification boundary. The applicant must submit a signed affidavit of mailing prior to public hearing. Failure of the applicant to provide evidence of mailing will result in a postponement of the public hearing item. The applicant will be charged a fee for the postponement. In the event that the Town handles the mailing, the applicant affidavit of mailing shall not be applicable.

Minor or Major General Plan Amendments initiated by the Town for text changes or more extensive and sometimes, Town-wide, map changes may call for an adjustment of the individual notification process as approved by the Community Development Director.

The Town will send public hearing notices to the local newspaper of general circulation in accordance with State and local requirements.

6. **Property Posting (Sign)** – Notice of Public Hearing for a General Plan Amendment must be posted at least fifteen (15) calendar days prior to the date of each public hearing. The applicant is responsible for posting and maintaining the sign on the property, subject to the following specifications and requirements:
- a. Posting, maintenance, and removal of signs are the responsibility of the applicant;
 - b. Signs should not be removed until after the case is acted upon by the Town Council or, in the case of an application that is withdrawn, not until the withdrawal is officially accepted by the Town;
 - c. The applicant must remove all signs within ten (10) days after final action on the case. If the sign is not removed on time, the Town will remove the sign and charge the applicant a removal fee;
 - d. The signs must comply with the attached sign criteria, except as may be modified by the Community Development Director;

- e. The applicant must submit a signed and dated affidavit of posting, and color photos of the posted signs prior to the public hearing; and
- f. Failure of the applicant to provide evidence of posting could result in a postponement of the public hearing.

Minor or Major General Plan Amendments initiated by the Town for text changes or more extensive and sometimes, Town-wide, map changes may call for an adjustment of the sign posting requirements as approved by the Community Development Director.

7. **Public Participation Plan for Town-Initiated Application**

The Town may choose to develop a unique Public Participation Plan (PPP) for Town-initiated applications, particularly in the case of Major General Plan Amendments. Items in a PPP used by the Town could include a combination of public meetings, open houses, presentations, workshops, signs, display advertisements and other notification and participation methodologies/tools so long as minimum set State criteria is met.

- 8. **Staff Reports** – After the staff comments have been addressed and the project has been scheduled for the public hearings, the Community Development Department will prepare reports describing and evaluating the proposed project and making recommendations to the Planning and Zoning Commission and Town Council. Copies of the staff reports will be made available to the public and sent to the applicant prior to each public hearing.
- 9. **Planning and Zoning Commission Hearing** – The Planning and Zoning Commission will conduct at least one public hearing for a Minor General Plan Amendment and at least two public hearings for Major General Plan Amendments. The Planning Commission Major General Plan Amendment hearings schedule is included in this application. Regular meetings are held at Florence Town Hall, 775 North Main Street. The applicant or a project representative should be present at the hearing. Upon hearing the case, the Commission may forward a recommendation for approval, approval with modifications, or denial of a General Plan Amendment request to the Town Council. For General Plan Amendments, a tied vote shall be considered a recommendation for denial. The Commission may continue/table a Minor General Plan Amendment case as deemed necessary.
- 10. **Town Council Hearing** – Regular Town Council hearings occur on the first and third Monday of each month at 6:00 p.m. and are held in the Council Chambers, 775 North Main Street. The applicant or project representative must be present at the hearing. The Town Council will approve, approve with modifications and/or conditions, or deny the application. Approval of any Major General Plan amendment requires an affirmative vote by at least two-thirds of the members of the Council.

11. **Withdrawals** – A General Plan Amendment application that has been acted upon by the Planning and Zoning Commission may not be unilaterally withdrawn by an applicant/property owner after such action has occurred. The Town Council shall vote on whether to accept or not accept a request to withdraw an application. If the request for withdraw is not accepted, the matter shall move forward through the Town Council’s General Plan Amendment Public Hearing process.

12. **Inactive Cases** – All applications need to be actively pursued to a decision. If no activity has occurred on an application for 180 days, the application will be determined to be inactive, deemed to be withdrawn and the file will be closed. At least thirty (30) days prior to that date the staff will notify the applicant in writing. The applicant may submit a written request that the application remain active, with an explanation for the inactivity. The Community Development Director may grant an extension for up to 180 days for good cause if there is a reasonable belief that the application will be actively pursued during the extension period.

GENERAL PLAN AMENDMENT TYPICAL MINIMUM CONTENT REQUIREMENTS

1. Project Narrative

- Description of proposed General Plan changes;
- If a Text Amendment, a detailed explanation of the proposed text changes;
- Explanation on how the proposed change is compatible with adjacent properties and other elements of the General Plan;
- An analysis/assessment of how the proposed amendment will impact the overall balance and mixture of land uses within the Town's Planning Area; and
- Explanation on the availability of public utilities and services.

2. Land Use or Circulation Exhibit

- Vicinity Map;
- Scale, north arrow, and dimensions;
- Existing roadways;
- Table indicating proposed roadway classifications.
- Proposed land use classification boundaries;
- Adjacent land use classifications within 300 feet;
- Project Data Table:
 - Gross acres;
 - Current and proposed General Plan Classification(s); and
 - Percent of total acreage in each land use classification.

3. Market Study (if applicable)

The Town may require a market study to be performed to evaluate the economic and fiscal impact of the proposed amendment on the Town and other land uses. Market studies will be the financial responsibility of the applicant and contracted by the Town to ensure objectivity.

NARRATIVE STATEMENT/PROJECT JUSTIFICATION

A narrative is required for Town evaluation of all proposed General Plan Amendments. At a minimum, the narrative must address the following questions:

1. Why is the current land use/circulation classification not suitable?
2. Does the proposal conform with land use goals? Will the proposed change in land use or circulation do the following:
 - a. Support the goals and policies of the General Plan;
 - b. Conform to the proposed range of land uses, densities, and intensity of uses, hierarchy of transportation systems; and
 - c. Avoid creation of isolated uses that will cause incompatible community form and a burden on services and circulation systems?
3. What unique physical characteristics of the site present opportunities or constraints for the development under the existing classification?
4. What is the ability and capacity of the water and sewer system to accommodate development that may occur as a result of the General Plan Amendment without system extensions or improvements?
5. What is the ability of existing police and fire department personnel to provide adequate emergency services according to acceptable response standards set by the community?
6. What is the ability of the proposed public and private open space, recreation, schools, and library facilities to meet the projected demand of future development without reducing services below community standards?
7. What is the proposed fiscal impact of future development based on evaluation of projected revenues and the additional cost of providing public facilities and services to accommodate projected increases or decreases in population and development that could occur as a result of the General Plan Amendment?
8. How will the proposed amendment affect the ability of the community to sustain the physical and cultural resources, including air quality, water quality, energy, natural and human-made resources necessary to meet the demands of present and future residents?
9. What changes, if any, in Federal or State laws or policies substantiate the proposed amendment?

GENERAL PLAN AMENDMENT CHECKLIST

REQUIRED MATERIALS	Applicant Checklist	Staff Verification
Application		
Fee Please review the fee schedule for applicable fees (all fees are Non-Refundable).		
Project Narrative		
Owner's Authorization Form		
4 copies – Traffic Impact Analysis (if required by Traffic Engineer)		
Market Study (if required by the Town)		
Legal Description (Metes and bounds description required for unplatted property) including total gross acreage, sealed and signed by a registered engineer or surveyor (8.5" x 11")		
Pinal County Assessor Parcel Map (8.5" x 11") (Highlight project area and provide parcel numbers)		
Documentation of the Neighborhood Meeting including (as applicable and requested):		
A typed listing of persons that attended the meeting Including their names, addresses, and telephone numbers.		
Minutes of the meeting addressing neighborhood concerns, topics discussed, and how the applicant addressed such concerns.		
Copy of the letter notifying property owners of the meeting.		
Land Use or Circulation Exhibit (N/A for text amendments; copy types and quantities subject to change):		
Initial 10 copies – Blueline, blackline or color prints (24" x 36") folded to approximately (9" x 12")		
Initial 10 copies – 11" x 17" versions of above noted exhibit		
1 copy – (8.5" x 11") laser print or photo reduction (photocopy of color rendered plan not acceptable)		

1 copy – (8.5" x 11") PMT (Photo Mechanical Transfer) must be submitted following an initial staff review, but prior to scheduling the item for a Planning Commission agenda. PowerPoint or alternative exhibits may be substituted.		
Neighborhood Notice (Where applicable; N/A for text amendments):		
A parcel map highlighting properties within 300 feet.		
Typed names and addresses of all property owners identified on highlighted parcel map.		

STAFF TRANSMITTAL (Potential list of application recipients)

- | | |
|---|---|
| <input type="checkbox"/> Florence Administration | <input type="checkbox"/> Florence Unified School District |
| <input type="checkbox"/> Florence Community Development | <input type="checkbox"/> Bureau of Land Management |
| <input type="checkbox"/> Florence Public Works | <input type="checkbox"/> City of Coolidge |
| <input type="checkbox"/> Florence Parks and Recreation | <input type="checkbox"/> City of Eloy |
| <input type="checkbox"/> Florence Fire | <input type="checkbox"/> CAG |
| <input type="checkbox"/> Florence Police | <input type="checkbox"/> Arizona State Land Department |
| <input type="checkbox"/> Pinal County | <input type="checkbox"/> Arizona Department of Commerce |
| <input type="checkbox"/> Town of Queen Creek | <input type="checkbox"/> MAG |
| <input type="checkbox"/> Gila River Indian Community | |
| <input type="checkbox"/> Tohono O'odham Indian Nation | |

APPLICATION FOR GENERAL PLAN AMENDMENT

PROJECT NAME: _____

APPLICATION TYPE: Major Minor Text (Major)

1. Property Owner: Name: _____
 Address: _____
 Phone: _____ Fax: _____
 Email: _____

2. Applicant/Developer: Name: _____
 Address: _____
 Phone: _____ Fax: _____
 Email: _____

3. Address or Location of Property: _____

4. Legal Description of Property: If applicable, include Lot(s), Block(s), and Subdivision Name:

Tax Parcel Numbers: _____
Gross Acres: _____

5. Current Land Use Classification(s): _____

6. Proposed Land Use Classification(s): _____

SIGNATURE OF PROPERTY OWNER or REPRESENTATIVE DATE

FOR STAFF USE ONLY:

CASE NO. _____	APPLICATION DATE AND TIME _____
PERMIT NO. _____	FEE \$ _____
PZ HEARING DATES _____	
TC HEARING DATE _____	REVIEWED BY: _____

OWNER'S AUTHORIZATION FORM

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

I/we, the Undersigned, do hereby grant permission to: _____

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

Owner(s)

Signature

Print or Type Name

Address

Telephone

STATE OF ARIZONA)
)
County of _____)

ss

On this _____ day of _____, 20 ____, before me, the undersigned Notary Public, personally appeared _____, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that _____ executed the same.

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

My commission expires:

Notary Public

POSTING REQUIREMENTS

Florence Code requires posting of a sign (or signs) announcing a Public Hearing regarding certain land-use actions a minimum of fifteen (15) days before the date of the Hearing. These actions include General Plan Amendments, Conditional Use Permits, Special Use Permits, Rezoning and Variance Requests. It shall be the responsibility of the applicant to erect and maintain the sign on the subject property as well as maintain the current public hearing information on the sign until formal decision of the case has been made by Town Council. It shall also be the responsibility of the applicant to remove the sign after final disposition of the case. The attached Affidavit of Sign Posting must be provided to the Community Development Department within twenty-four (24) hours of the posting. A general sign format to follow is provided below.

		TOWN OF FLORENCE]- 3"
		(Planning & Zoning) or (Town Council)]- 3"
		Public Hearing Notice]- 4"
		(space)	
3"	-[(Action Requested)	
		(space)	
		(Project description and location)	
		(space)	
2"	-[(Time of Hearing),]- 2"
2"	-[(Date of Hearing),]- 2"
		775 North Main	More Information: Town of Florence Community Development Department
2"	-[Street]- 2"
2"	-[Florence, Arizona]- 2"
		520-868-7575	

- Contact the Community Development Department regarding number and placement of signs.
- Body of sign to be brilliant yellow and lettering to be black.
- Minimum Sign dimensions shall be 4' X 8' with lettering as noted above.
- Minimum height of sign shall be at least 6 feet from finished grade to the top of the sign.
- Sign shall be made of generally weather resistant material.
- Placement and maintenance of sign is applicant's responsibility.
- Applicant must post sign at least 15 calendar days prior to the hearing date.
- Applicant must remove sign within 10 working days of final action.
- The Community Development Director may allow changes to sign format so long as all sign content requirements are met.

AFFIDAVIT OF SIGN POSTING

Applicant Name: _____

Project Name/Location: _____

I confirm that the site has been posted as required by Town of Florence Community Development Department. A picture of the sign(s) posted on the subject site has also been submitted.

Applicant/Representative Signature

Date

STATE OF ARIZONA)
)
County of _____) ss

On this _____ day of _____, 20 ____, before me, the undersigned Notary Public, personally appeared _____, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that _____ executed the same.

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

My commission expires:

Notary Public

Please return completed notarized affidavit and picture to the Community Development Department within forty-eight (48) business hours of the posting.

MINOR GENERAL PLAN AMENDMENT PLANNING AND ZONING COMMISSION

2017 MEETING SCHEDULE

Minor General Plan Amendments will be heard and acted upon by the Planning and Zoning Commission at one of their regularly scheduled meetings that occur on the first and third Thursday of the month. Meetings are held in the Town Hall Council Chambers (775 N. Main St.) starting at 6:00 p.m. Meeting dates, times, and/or locations may be changed if deemed necessary by the Town. Proper notice of such changes will be provided.

All meetings of the Planning and Zoning Commission are open to the Public.

Complete applications and fees are due to the Community Development Department by 12:00 p.m. (noon) on the deadline date.

Scheduling of your request for consideration by the Planning and Zoning Commission is contingent upon receipt of a complete application. Additional factors, such as review periods and minimum public notification requirements, will determine when your request is heard by the Planning and Zoning Commission. The applicant will be notified of their application's status.

A pre-application meeting with the Town's Technical Review Committee is required for most development applications. Applicant must set a meeting time with the Community Development Department prior to the submittal deadline.

A separate Planning and Zoning meeting schedule is provided for the consideration of Major General Plan Amendments.

MAJOR GENERAL PLAN AMENDMENT PLANNING AND ZONING COMMISSION

2017 MEETING SCHEDULE

Special meeting dates, times and locations have been set for the consideration of Major Amendments to the Town's General Plan by the Planning and Zoning Commission as stated below. Meeting dates, times, and/or locations may be changed if deemed necessary by the Town. Proper notice of such changes will be provided.

All meetings of the Planning and Zoning Commission are open to the Public.

The following is the 2017 Planning and Zoning Commission meeting schedule for Major General Plan Amendments (contact the Town Clerk for Town Council meeting information):

Submittal Deadline

May 1, 2017

***First Meeting Date:**

September 21, 2017

***Second Meeting Date:**

October 5, 2017

Town Council Meeting:

November 6, 2017

Complete applications and fees are due to the Community Development Department by 12:00 p.m. (noon) on the deadline date.

Scheduling of your request for consideration by the Planning and Zoning Commission is contingent upon receipt of a complete application. The applicant will be notified of their application's status.

A pre-application meeting with the Town's Technical Review Committee is required for Major General Plan Amendment applications. If you are submitting for a Major General Plan Amendment the applicant must set a meeting time with Community Development Department prior to the submittal deadline. Application materials will be distributed to meet 60-day review and comment requirements. *Two Planning and Zoning Commission meetings are required to promote public participation. The first meeting will be held at a location other than Florence Town Hall unless otherwise noticed by the Town. The second meeting will be held in the Town Hall Council Chambers at 775 N. Main St. unless otherwise noticed by the Town. Both meetings to be held at 6:00 pm unless otherwise noticed. The Town reserves the right to adjust meeting dates, times and/or locations so long as proper notice is provided.

EXHIBIT B

CONSENT TO CONDITIONS/WAIVER FOR DIMINUTION OF VALUE

WHEN RECORDED RETURN TO:
FLORENCE TOWN CLERK
PO Box 2670
Florence, AZ 85132

**AGREEMENT FOR THE WAIVER OF CLAIMS
FOR DIMINUTION IN VALUE OF PROPERTY**

This AGREEMENT FOR THE WAIVER OF CLAIMS FOR DIMINUTION IN VALUE OF PROPERTY (the “**Agreement**”) is made in favor of the Town of Florence and is entered into between _____, as the owner of the property described herein (the “**Owner**”) and the Town of Florence (“**Town**”) to waive any and all claims for just compensation, including diminution of value that may be based upon action by the Town in response to a request from the Owner. This Agreement is entered into in conformance with A.R.S. §12-1134(I).

RECITALS

- A. The Owner is the fee title owner of real property, Parcel No(s) _____ - _____ - _____ located at _____ (the “Property”).
- B. The Owner acknowledges that he/she has made a request to the Town for the application and/or enactment of its land use laws for the development of the Property and is under no compulsion, economic or otherwise, to enter into this Agreement.
- C. Arizona statute A.R.S. section 12-1134 (A) provides that a town must pay just compensation to a land owner, in some cases, if the town approves a land use law that reduces the fair market value of the owner’s property. This law is sometimes referred to as “Proposition 207” or the “Arizona Private Property Rights Protection Act.” (A.R.S. 12-1134, et. seq.)
- D. The Arizona Private Property Rights Protection Act (e.g. A.R.S. section 12-1134(I)) authorizes private property owners to enter into agreements with political subdivisions to waive any claim for diminution in value of their property in connection with any action requested by the property owner.
- E. The Town and the Owner seek to resolve whether the application of the Town’s land use laws to the Property constitutes a “diminution in value” of the Property or other harm entitling Owner, now or in the future, to seek compensation from the Town under the Arizona Private Property Rights Protection Act.

AGREEMENTS

NOW THEREFORE, in consideration of the above premises, the promises contained in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is agreed as follows:

- 1. The recitals set forth above are true and correct and are incorporated herein by this reference.
- 2. The Owner acknowledges that he/she is aware of the Arizona Private Property Rights Protection Act (A.R.S. 12-1131, et.seq.).
- 3. The Owner acknowledges that he/she has independently determined and believes that the application of the Town’s land use laws to the Property will not reduce the fair market value of the Property.
- 4. The Owner acknowledges that he/she is aware that, as a condition of receiving approvals under the Town’s land use laws, the Town may impose various requirements upon the Property, such as requirements for right-of-way dedications, time limitations for development, and other land use enactments, including, but not limited to zoning ordinance stipulations and conditions.

5. The Owner is the holder of fee title to the real property located at _____, Florence, Arizona, (the "Property") which is more fully described in the Owner's application to the Town in Case No. _____ and incorporated herein. The Owner agrees that the stipulations and conditions set forth in Case No. _____ shall be included as part of the ordinance and/or other application/enactment of Town's land use laws that will be considered by the Town of Florence Town Council. Owner agrees that compliance with the stipulations and conditions set forth in Case No. _____ will govern development of the Property. Owner further understands and agrees that stipulations and conditions may be added or modified during the public hearing process and that those stipulations and conditions will be incorporated into this Agreement.
6. The Owner has requested this action because the Owner has plans for the development of the Property that require that application of Town's land use laws to Case No. _____. The Owner believes that the Town's application and enactment of land use laws to the Property will increase the value and development potential of the Property, and that this outweighs any rights or remedies that may be obtained under A.R.S. §12-1134 et. seq.
7. The Owner hereby waives and fully releases any and all financial loss, injury, claims and causes of action that Owner may have, now or in the future, for any "diminution in value" and for any "just compensation" under the Arizona Private Property Rights Protection Act based on the Owner's request in Case No. _____. This waiver constitutes a complete release of any and all claims and causes of action under the Arizona Private Property Rights Protection Act that may arise out of the Owner's request in Case No. _____. By signing this Agreement, the Owner waives any right or claim that may arise under A.R.S. §12-1134, including any claim for the reduction in the value of the Property, as a result of the request, including enactment of any zoning ordinance, in Case No. _____.
8. The Owner understands that Town staff may propose, the Planning Commission may recommend and the Mayor and Council may adopt conditions to the requested zoning application(s) that limit the potential development of the Property. The Owner acknowledges that the rezoning and conditions, along with any application or enactment of land use laws by the Town, are a single, integrated legislative approval. The Owner agrees and consents to all conditions that may be imposed. The Owner retains the right to withdraw its request prior to a vote by the Mayor and Council or to decline to implement the necessary requirements to effectuate the land use approvals or enactments if the Owner disagrees with any conditions that are proposed or approved. If the Owner does not withdraw the application, the Owner shall be deemed to have accepted all adopted conditions to the land use request.
9. The Owner hereby agrees to indemnify, hold harmless, pay and defend the Town of Florence, its Mayor and Council members and its officers, officials, representatives, agents and employees, from any and all claims, causes of action, demands, losses and expenses, including reasonable attorney's fees and litigation costs asserted by or resulting, directly or indirectly, in whole or in part, from any of the present owners of any interest in the Property seeking any potential compensation, damages, attorney's fees or costs under the Arizona Private Property Rights Protection Act that they may have based on the Owner's request in Case No. _____.
10. This Agreement shall run with the land and shall be binding upon all present and future owners of any interest in the Property. Owner consents to the recording of this Agreement with the County Recorder in which the Property is located.
11. The Owner agrees that, as of the effective date of this Agreement, he/she has received equal protection of the laws and due process of all claims and requests, and has not suffered any compensable regulatory taking (as those terms and their related claims are defined by Arizona state and federal constitutional jurisprudence).
12. The Owner warrants and represents that Owner is the holder of the fee title to the Property.
13. The person who signs this Agreement on behalf of the Owner personally warrants and guarantees to the Town that he/she has legal power to bind the Owner to this Agreement.
14. 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.
15. The Owner has had the opportunity to consult with an attorney of the Owner's choice prior to entering this Agreement and enters it fully understanding that the Owner is waiving the rights and remedies as set forth herein.

Upon execution, this Agreement shall be recorded in the Office of the Pinal County Recorder.

Dated this _____ day of _____, 20____.

Owner: _____
(Name of Individual, Corporation, Partnership, or LLC, as applicable)

Owner: _____
(Name of Individual, Corporation, Partnership, or LLC, as applicable)

By: _____
(Signature of Owner or Authorized Representative, if applicable)

By: _____
(Signature of Owner or Authorized Representative, if applicable)

Its: _____
(Title of Individual Signing in Representative Capacity)

Its: _____
(Title of Individual Signing in Representative Capacity)

State of Arizona)
)
County of _____)


On this _____ day of _____, 20____, before me personally appeared _____ 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.

Notary Public

My Commission expires:

Town of Florence, an Arizona municipal corporation:

By: _____
Community Development Department

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 6f.
MEETING DATE: February 21, 2017 DEPARTMENT: Administration STAFF PRESENTER: Jennifer Evans, Management Analyst SUBJECT: 2016 Annual Report from the Greater Florence Chamber of Commerce		<input type="checkbox"/> Action <input checked="" type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <ul style="list-style-type: none"> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Information only

BACKGROUND/DISCUSSION:

The Greater Florence Chamber of Commerce will provide a written annual report and present it to the Town Council to fulfill part of the terms outlined in the Professional Services Agreement with the Town of Florence. The agreement identifies services the Greater Florence Chamber of Commerce provides to the Town of Florence to enhance economic activity and support businesses in Florence. The annual report includes the outcomes of projects listed in the scope of work, complete financial reports, an analysis of special events produced by the Chamber, the outcome of membership recruitment and retention efforts, goals and objectives for the following year, and other noteworthy events.

The 2016 Professional Services Agreement includes, but is not limited to the following services:

1. Assist the Town of Florence with business retention and expansion activities, notifying the Town when businesses share plans to relocate or downsize operations.
2. Hold at least one business workshop each quarter.
3. Host four quarterly business forums to discuss local issues.
4. Support Florence businesses by coordinating monthly networking luncheons, ribbon cuttings, and a shop local program.
5. Promote Florence by working with local and regional media, providing information for the Visit Florence website, and maintaining the community calendar of events.
6. Coordinate of at least two special events including Casino Night.
7. Operate the Florence Visitor Center and McFarland State Historic Park.

FINANCIAL IMPACT:

The Greater Florence Chamber of Commerce received \$57,500 from the Town of Florence as compensation for the services provided in the Professional Services Agreement.

STAFF RECOMMENDATION:

None

ATTACHMENTS:

2016 Annual Report from the Greater Florence Chamber of Commerce

Greater Florence Chamber of Commerce

2016 – Annual Report to Town of Florence

OUTCOMES OF EACH GOAL/PROJECT

1. Business Retention and Growth

a) Business of the Quarter

The Chamber recognizes Business of the Quarter. The Business of the Quarter are as follows:

First Quarter: (January-Florence Fudge Shop) (February-Valentino's) (March-Buck's 4 Style)

Second Quarter: Florence Paralegal

Third Quarter: Arizona Public Service

Fourth Quarter: SonRisa Insurance

b) Business Retention and Expansion Program

In 2016 the Chamber continued with the Membership Marketing Coordinator position which is responsible for marketing to new businesses with an emphasis on assisting current member businesses and their needs. New membership plaques were distributed and yearly stickers distributed upon membership renewal. Although newly updated, the Chambers CRM program, Chamber Master, proved to be not as efficient as anticipated. A proposal to revamp the program again was submitted and approved. The Chamber is working with Chamber Member Spider Trainers to overhaul the current Website and implement Chamber Dashboard to showcase, advertise, promote and inform Members and their Businesses. The Chamber revised the 2016 Membership Directory, creating a more accurate and updated 2016-2017 Directory. 5000 copies were ordered for distribution. In addition to the previously established social media presence on Facebook, Twitter and Linked In, a private "MEMBERS ONLY" page was created. specifically for Chamber Members to be able to communicate, ask questions, and network with each other.

c) Business seminars (at least quarterly)

d) In-House Help for Businesses

In 2016 the Chamber provided a work shop on the benefits of Promoting your Business through Social Media. In addition, the Chamber is excited to offer monthly workshops in the upcoming year.

2. Marketing

a) Monthly Chamber Luncheon

Monthly luncheons with speakers on local and relevant topics were held each month and open to Members and the public. The luncheon speakers and topics for 2016 were:

January – Old Pueblo (speaker Apache Gold Casino)

February – Holiday Inn (speaker Mayor Rankin)

March – LB Cantina (speaker Fire & Police Chiefs of The Town of Florence)

April – Holiday Inn (speaker Rodney Mendoza)

May – Conquest Arms (speaker Coolidge/Florence Elks lodge)

June – Green Tree Inn (speaker A.P.S John Hatfield)

July – The Vault (speaker S.B.A Anna Rivera)

August – Old Pueblo (speaker Az. Secretary of State Michelle Reagan)

September – Florence Woman's Club (speaker Edward Jones)

October- Valentino's (speaker F.F.A Lina Austin)

November- LB Cantina (speaker Beth Beatty)

December - F.U.S.D. (speaker Richard Franco)

b) Ribbon Cuttings and Ground Breaking events

The Chamber coordinated 2 ribbon cuttings:

January- 3 Monkeys Bake Shop

February- Family & Senior Insurance

Taco Bell (in Florence Az.)

c) Public education of shopping local

The Chamber, through its newsletter and social media promotes the local businesses throughout the year. During the month of December, the Chamber had a shop local promotion, it was a hit!! We had almost 400 entry tickets dropped off at our local businesses. We secured almost 30 prizes for the customers.

d) Media coverage to promote local businesses

The Chamber uses social media and a weekly email newsletter to promote local businesses and events. The Chamber has a Facebook page with 867 “Likes” and a Twitter account @GFCC851 with 198 followers. Posts to LinkedIn are also used for marketing. The Chamber also uses print media, the local newspaper and Shoppers for marketing and promotion.

f) Support of Town Events

Through email campaigns, newsletters and social media, the Chamber has promoted and/or participated in all Town of Florence events, including: Home Tour, Special Election, Road to Country Thunder - Battle of the Bands, 4th of July event, and the Main of Lights event. The Chamber is currently serving on the Home Tour Committee.

g) Coordinate and Promote two (2) Annual Special Events

In 2016 the Chamber organized and promoted two events, Casino Night and the 1st Annual Second Chance Prom.

3. Florence Visitor Center

General Operations

Marketing

4. McFarland State Historic Park

General Operations

Marketing continued...

The Chamber staffed the Visitor Center and McFarland Park for regular hours throughout the year without reducing hours during the summer. The Florence Visitor Center had 7,984.00 visitors during 2016.

We partnered with Arizona Workforce to create an "Access Point" at the Visitor Center for job seekers. In addition to searching job openings, the Access Point provides job seekers assistance with resume building, cover letters and interview techniques.

With the shutdown of the Prison Outlet Store by ACI, the Visitor Center is now offering prison made items for sale in the gift shop. Since there has been a change in how the gift shop will be stocked, we are projecting a minimum of a 40% increase in revenue.

McFarland Park and the Visitor Center hosted several events in 2016 including Chamber Mixers, a Veterans display, Home Tour, along with author Jean Groen speaking on the many uses of the Prickly Pear cactus, Hoyt Huckaby gave a lecture on "Wassaja Tongues" Phil Rheinhardt spoke on the Peralta Stones.

5. List "Town of Florence" as a sponsor for all events

6. Membership for "Town of Florence"

The Town of Florence is provided membership with the Chamber and was listed as a sponsor on all major Chamber events, including: Casino Night events, Second Chance Prom as well as Meet the Candidate.

FINANCIAL REPORT

The Chamber's Balance Sheet and P&L Statement for 2016 are attached to this report.

ANALYSIS OF ALL SPECIAL EVENTS

The first annual Second Chance Prom was held in June, 11th 2016 It was a well-attended event. The Prom was held at The Windmill Winery in Florence.

The Chamber Casino night in July 7/31/16 had a high attendance rate, and many are requesting we continue to have this function at the Coolidge/Florence Elks Lodge.

The meet the Candidate forums in August were a major success the first forum was held at Sun City Anthem ball room the second one was held at the Windmill Winery in Florence. Both events hosted at least a minimum of 100 participants each.

MEMBERSHIP REPORT

The Chamber currently has 218 members in active status. Of those 218 memberships, 37 are new members who joined in 2016.

GOALS AND OBJECTIVES FOR UPCOMING YEAR

In 2017, the Chamber will continue to focus on the goal of growing membership with increased emphasis on membership satisfaction and retention. Sponsorship opportunities will continue to be available for major events throughout the year. The Chamber will be offering more services and assistance to the businesses as part of their membership package. We will be encouraging the participation and engagement of the members by offering opportunities for members to be involved with committees and event planning. Finally, we will be utilizing local business locations more for the regular Chamber events such as the mixers.

OTHER NOTEWORTHY EVENTS

In 2015 the Chamber implemented a Scholarship Program to provide scholarships to students graduating from the Florence Unified School District. Three \$1,000.00 scholarships were awarded in 2016. To qualify for a scholarship, students must be accepted to attend an accredited college within the United States, complete 16 hours of community service with the Chamber, 10 hours of community service with another local business and submit an essay entitled "The Future of Florence Through My Eyes."



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 7a.

MEETING DATE: February 21, 2017

DEPARTMENT: Administration

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

SUBJECT: Recommendation to the Arizona Department of
Liquor License and Control on the Kokopelli Moon Saloon's
application for a Temporary Extension of Premises Patio
Permit.

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

RECOMMENDED MOTION/ACTION:

Recommendation of approval to the Arizona Department of Liquor License and Control on the Kokopelli Moon Saloon's application for a Temporary Extension of Premises Patio Permit for the Road to Country Thunder event on April 1, 2017.

BACKGROUND/DISCUSSION:

The Kokopelli Moon Saloon is participating in the Town's Road to Country Thunder event on Saturday, April 1, 2017.

Any business that has an active Arizona Liquor License can apply for a permit that temporarily extends the area where alcohol is served beyond the licensed boundaries. There is no cost for the temporary extension/patio permit. Arizona Statutes and regulation that apply are: R19-1-311, ARS § 4-244.31, § 4-244.20, and § 4-207.01

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

DLLC USE ONLY

CSR:
Log #:

APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

OBTAIN APPROVAL FROM LOCAL GOVERNING BOARD BEFORE SUBMITTING TO THE DEPARTMENT OF LIQUOR
 Notice: Allow 30-45 days to process permanent change of premise

Permanent change of area of service. A non-refundable \$50. Fee will apply. Specific purpose for change:

Temporary change (No Fee) for date(s) of: 04/01/17 through 04/02/17 list specific purpose for change:

Road to country thunder event

- Licensee's Name: Pfeiffer Patricia Rose License #: 06110069
Last First Middle
- Mailing address: P.O. box 1360 Florence AZ 85132
Street City State Zip Code
- Business Name: Kokopelli Moon Saloon
- Business Address: 255 N. Main St. Florence AZ 85132
Street City State Zip Code
- Email Address: kokopellimoonSaloon@gmail.com
- Business Phone Number: 520-868-0858 Contact Phone Number: 520-868-3700

7. Is extension of premises/patio complete?
 N/A Yes No If no, what is your estimated completion date? ___/___/___

8. Do you understand Arizona Liquor Laws and Regulations?
 Yes No

9. Does this extension bring your premises within 300 feet of a church or school?
 Yes No

10. Have you received approved Liquor Law Training?
 Yes No

11. What security precautions will be taken to prevent liquor violations in the extended area? _____

fencing off all areas to be occupied, security will be carding all attending.

12. **IMPORTANT:** Attach the revised floor plan, clearly depicting your licensed premise along with the new extended area outlined in black marker or ink, if the extended area is not outlined and marked "extension" we cannot accept the application.

Barrier Exemption: an exception to the requirement of barriers surrounding a patio/outdoor serving area may be requested. Barrier exemptions are granted based on public safety, pedestrian traffic, and other factors unique to a licensed premise. List specific reasons for exemption:

Approval Disapproval by **DLLC**: _____ Date: ____/____/____

Notary

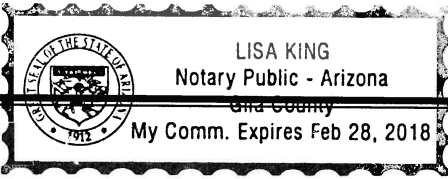
I, (Print Full Name) Patricia Rose Reiffel hereby declare that I am a **CONTROLLING PERSON/ AGENT** filing this notification. I have read this document and the contents and all statements are true, correct and complete.

X (Signature) Patricia Rose Reiffel Controlling Person / Agent State of Arizona County of Gila
the foregoing instrument was acknowledged before me this

2nd of February 2017
Day Month Year

My commission expires on: February 28, 2018

Lisa King
 Signature of NOTARY PUBLIC



GOVERNING BOARD

After completion, and **BEFORE submitting to the Department of Liquor**, please take this application to your local Board of Supervisors, City Council or Designate for their recommendation. This recommendation is not binding on the Department of Liquor.

Approval Disapproval

Authorized Signature Title Agency Date

DLLC USE ONLY

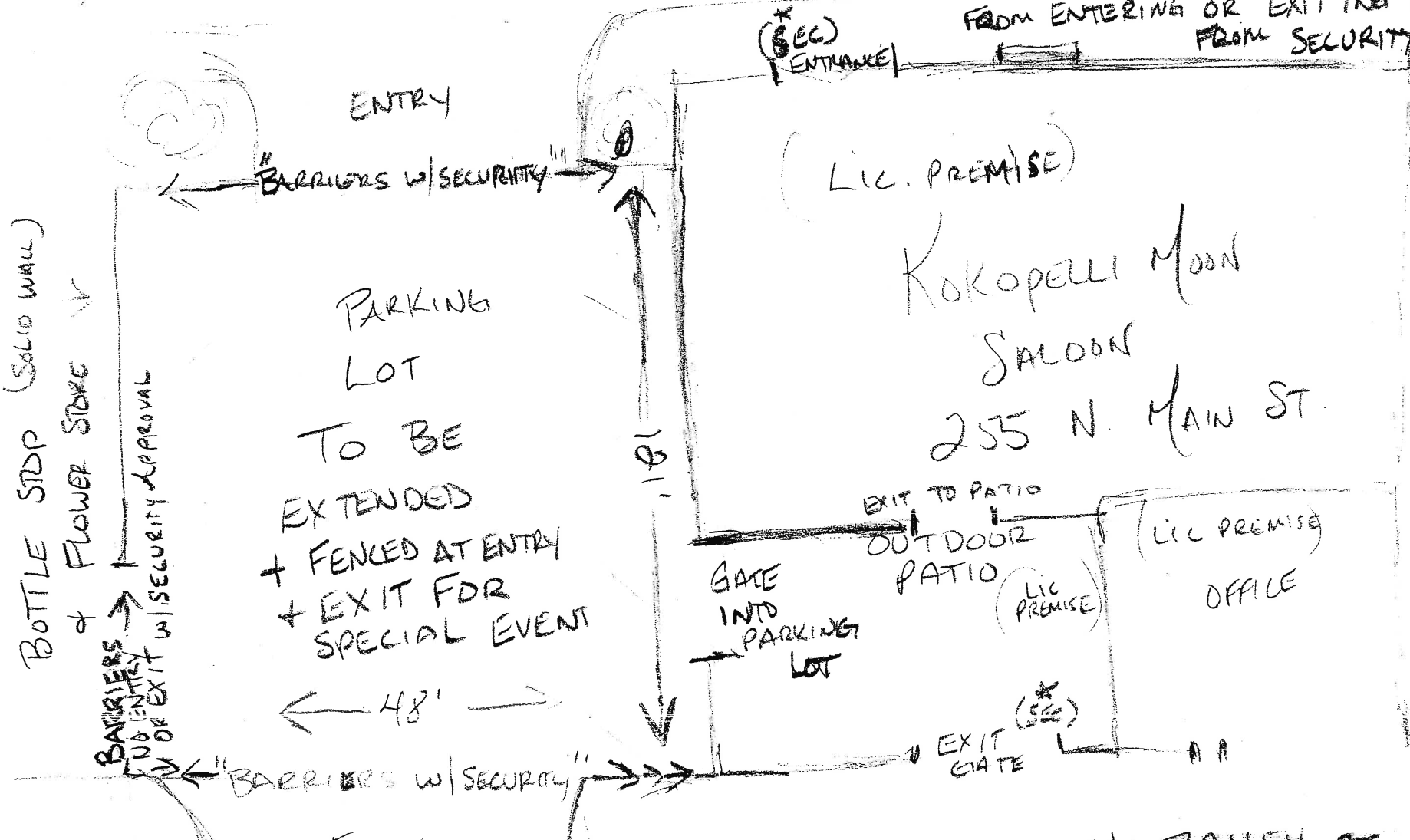
Investigation Recommendation: Approval Disapproval by: _____ Date: ____/____/____

Director Signature required for Disapprovals: _____ Date: ____/____/____

← S N. MAIN ST → N →

* SEC - SECURITY
* LIC PREMISE =
LICENSED PREMISE

* AT THE ENTRY & EXIT AND
SIDE ALONG PARKING LOT, BARRIERS
WILL BE PLACED TO PREVENT GUESTS
FROM ENTERING OR EXITING W/O APPROVAL
FROM SECURITY STAFF



BOTTLE STOP (SOLID WALL)
+ FLOWER STORE
BARRIERS NO ENTRY W/ SECURITY APPROVAL

PARKING LOT
TO BE EXTENDED
+ FENCED AT ENTRY
+ EXIT FOR SPECIAL EVENT

(SEC) ENTRANCE

(LIC. PREMISE)

KOKOPELLI MOON

SALOON

235 N. MAIN ST.

EXIT TO PATIO

OUTDOOR PATIO

GATE INTO PARKING LOT

(LIC PREMISE)


OFFICE

(LIC PREMISE)

(SEC)

EXIT GATE

BARRIERS W/ SECURITY

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7b.
MEETING DATE: February 21, 2017 DEPARTMENT: Administration STAFF PRESENTER: Lisa Garcia Deputy Town Manager/Town Clerk SUBJECT: Pinal County Historical Society, Inc. Special Event Liquor License Applications		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <ul style="list-style-type: none"> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Recommendation to the Arizona Department of Liquor Licenses and Control on the Pinal County Historical Society, Inc. application for a Special Event Liquor License for the Greater Florence Chamber of Commerce Mixer, to be held on April 11, 2017.

BACKGROUND/DISCUSSION:

The Pinal County Historical Society, Inc. submitted an application for their Special Event Liquor License for the Greater Florence Chamber of Commerce Mixer to be held at their facility located at 716 S. Main Street, on April 11, 2017. 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 event will bring their third 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 Historical Society

SECTION 2 Non-Profit/IRS Tax Exempt Number: 86-6055125

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: PCHS Museum

Address of Location: 716 S Main Street 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: Adam Cathy 04/27/55
Last First Middle Date of Birth

2. Applicant's mailing address: PO Box 1825 Florence AZ 85132
Street City State Zip

3. Applicant's home/cell phone: (____) 520.858.2033 Applicant's business phone: (____) _____
Street City State Zip

4. Applicant's e-mail address: cadam240@gmail.com

SECTION 10

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?
 Yes No (If yes, attach explanation.)

2. How many special event licenses have been issued to this location this year? 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 Historical Society Percentage: 100
 Address 716 S Main St Florence AZ 85132
Street City State Zip

Name _____ Percentage: _____
 Address _____
Street City State Zip

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

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

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

_____ Number of Police _____ Number of Security Personnel Fencing Barriers

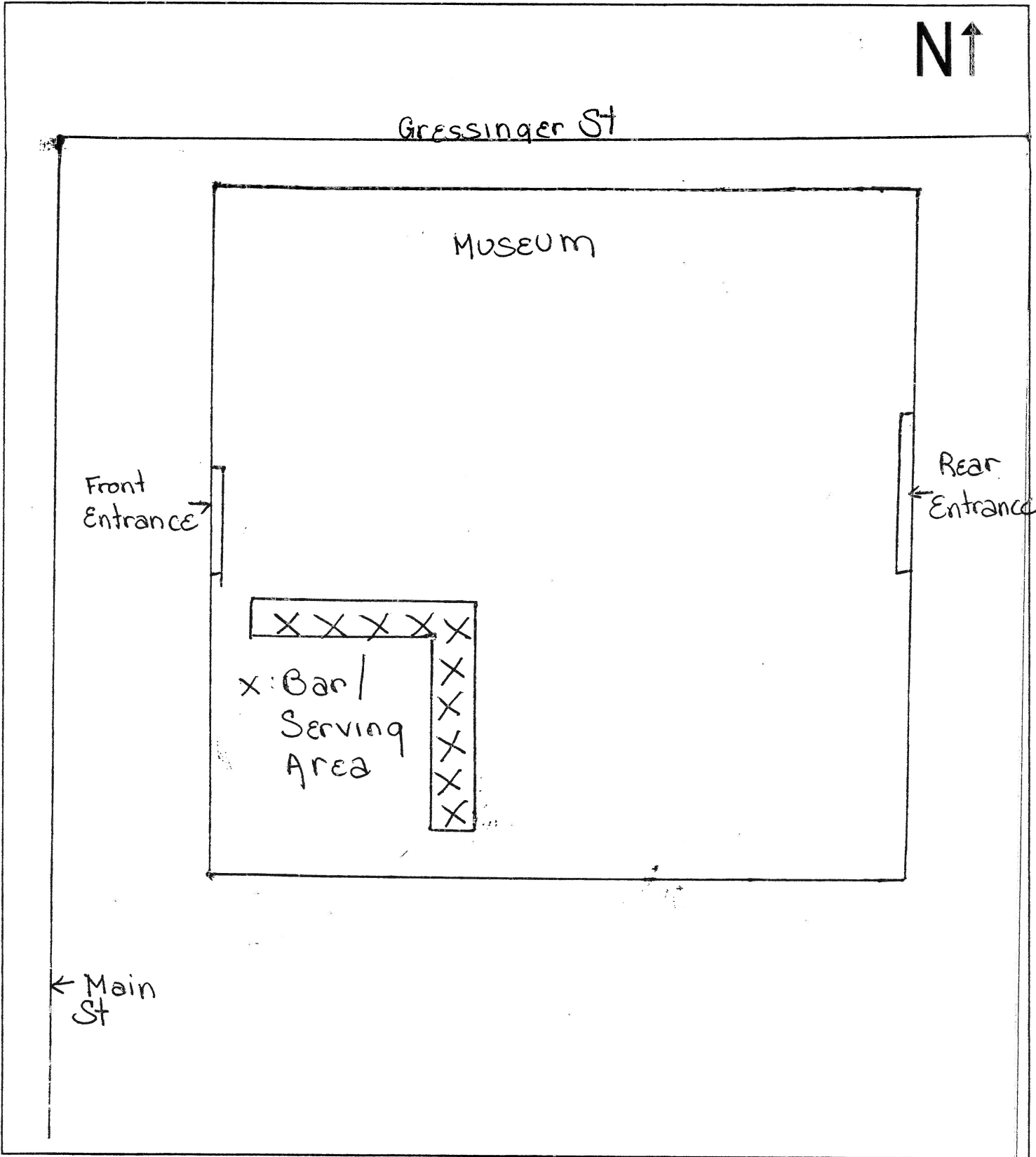
Explanation: _____

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>4/11/17</u>	<u>Thursday</u>	<u>5:00 pm</u>	<u>6:30 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) Cathy Adam declare that I am an Officer, Director or Chairperson of the organization filling this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

X Cathy Adam Board of Directors Member 02/13/17 520.858.2033
 Signature Title/ Position Date Phone Number

The foregoing instrument was acknowledged before me this 13th February 2017
 State Arizona County of Pinal
 Day Month Year

My Commission Expires on: Aug 14, 2018 Traci S. McIntyre
 Date Signature of Notary Public

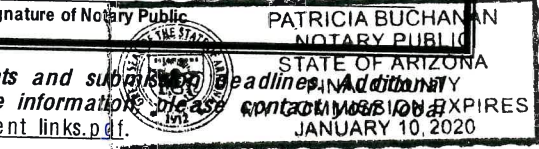
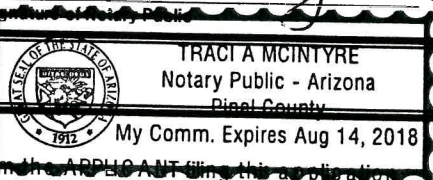
SECTION 14 This section is to be completed only by the applicant named in Section 9.

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

X Cathy Adam Board of Directors Member 2/13/17 520.858.2033
 Signature Title/ Position Date Phone Number

The foregoing instrument was acknowledged before me this 13th February 2017
 State Arizona County of Pinal
 Day Month Year

My Commission Expires on: January 10, 2020 Patricia Buchanan
 Date Signature of Notary Public



Please contact the local governing board for additional application requirements and submit by 2/13/17 deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact 520.858.2033 jurisdiction: http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf.

SECTION 15 Local Governing Body Approval Section.

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

On behalf of _____ (City, Town, County) _____ Signature _____ Date _____ Phone _____

SECTION 16 For Department of Liquor Licenses and Control use only.

APPROVAL DISAPPROVAL BY: _____ DATE: ____/____/____

A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.

MINUTES OF THE TOWN OF FLORENCE COUNCIL MEETING HELD ON TUESDAY, JANUARY 3, 2017, 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 6:00 pm.

ROLL CALL:

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

MOMENT OF SILENCE

Mayor Walter called for a moment of silence.

PLEDGE OF ALLEGIANCE

Mayor Walter led the Pledge of Allegiance.

CALL TO THE PUBLIC

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

Mr. Dan Anderson, Vice-President and General Manager, Florence Copper, Inc., stated that the air quality permit is on the agenda under Executive Session and presented the following facts pertaining to the air quality permit:

- The air quality permit for Florence Copper has consistently been in place for approximately 30 years.
- The current permit controls such things as road dust, the potential emissions created on sight from work vehicles.
- The air quality permits, like that of Florence Copper, routinely carry expiration dates in order for regulatory agencies to reassess environmental impacts, even for projects not yet in operations such as Florence Copper.
- The air quality permit is being renewed and at the appropriate time and in accordance with the law.
- A small group of project opponents are incorrectly claiming that Pinal County cannot renew its air quality permit because of alleged application timing error made over five years ago.
 - There was no error at that time and it has been confirmed by Pinal County's permit section.

Mr. Anderson stated that he wanted the Council to know of the inconsistency and inaccuracy, and know that the everyone can agree when considering this, the elected officials have access to reliable information based on facts. He offered his assistance to the Town Council so that they may have the latest and factual information on the Florence Copper Project available to them.

Mr. Anderson stated that the State of Arizona and the United States Environmental Protection Agency have both issued the final permit and approvals required by Florence Copper to proceed with its project test facility, he hopes to have the opportunity to work constructively alongside the Council.

PRESENTATIONS

Presentation by Dennis Smith, Executive Director, Maricopa Association of Governments.

Mr. Dennis Smith, Executive Director, Maricopa Association of Governments (MAG) provided a presentation, in which he outlined the following:

- Regional Council Members
- History of MAG, its formation and designations
 - Formed in 1967
 - Co-managed by the League of Arizona Cities and Towns
 - Have Council –Manager form of government
 - All cities and towns in Maricopa County are members
 - 27 cities and towns
 - 3 Native American communities
 - 2 counties (Maricopa and Pinal)
- How they operate
 - Work regionally
 - Are not a government; are a 501(c)4 non-profit
 - Are about governance and not government
 - Local governments represent the greatest resource for regional planning in Arizona:
 - Provide the local voice on planning
 - Partner with state and federal government
 - Offer leadership on decisions affecting local stakeholders
 - MAG Committee Structure
 - Regional Council
 - Comprised of Mayors
 - Management Committee
 - Comprised of City, Town, and County Managers
 - Technical Advisory Committees
 - Are a political organization that does planning that is accountable for local government
 - Believe in committee process, and is indicative of all the MAG committees
 - Believes strength is in local government
- Core Planning Roles Required by Federal Transportation Law
 - 20 year transportation plan

- Prepare a five year Transportation Improvement Plan (TIF) that includes all transportation projects in the region.
- Conformity Analysis for the MAG Transportation Improvement Program
 - Runs all transportation projects through all the models and ensure that the environmental isn't being negatively impacted
- 80% of Arizona's Population Growth through 2050 in Phoenix Metropolitan Statistical Area
 - Population estimates and projections are done for Maricopa and Pinal Counties
 - For Maricopa County in 2016: 4.55 Million (66.6% of sales tax for all of the State of Arizona)
 - For Maricopa County in 2050: 7.73 Million (71.5% of sales tax for all of the State of Arizona)
 - The three largest counties in Arizona are Maricopa, Pima, and Pinal
- MAG Travel Demand Model Includes All of Pinal County
 - Population information is fed in to the transportation model
 - The model is called Activity Based Model and is considered to be the best in the world
 - Can determine where the traffic is coming from and where it is going to.
- MAG Prepares Air Quality Plans for the Nonattainment Areas in Pinal County
 - The Plan sets emissions budgets for the different pollutants that are displayed in tons
 - The air quality plans must fit into the transportation plan.
 - Florence's air quality plan was previously completed by the State.
 - Governor asked MAG to do the air quality plans for Pinal County's PM10
 - Currently Pinal County is considered to be at a moderate level
 - If it goes to a serious level, it will be more difficult for construction and agriculture in Pinal County
 - Hidden Valley monitor has gone off over 30 times
 - Attainment deadline is 2018
- Environmental Programs
- Transportation Best Practices
 - Regional business at the table
 - Transportation Policy Committee
 - Created by the Regional Council, later recognized in state law
 - 23 Members
 - MAG members
 - Central City
 - 7 largest cities
 - Geographically balanced
 - 1 Native American Indian Community member
 - 1 Maricopa County Board of Supervisors member
 - CTOC
 - ADOT
 - Six business representatives
 - Must be regional in nature
 - Transit representative
 - Freight representative
 - Construction representative
- Several freeways opening

- Waze listed Phoenix as the best driving experience in the world.
 - Waze is the world's largest community-based traffic and navigation app
- Road Safety Assessments (RSAs)
 - A formal assessment of road safety performance
 - A proactive approach
 - Multidisciplinary Team:
 - Law Enforcement Officer
 - Safety Planner
 - Road/Traffic Engineer
 - Human Factors Expert
 - An RSA report is completed in 12 weeks
- Traffic Signal Optimization Program (TSOP)
 - Provides technical assistance to local agencies
 - Build technical capacity of agency staff
 - Assistance in addressing complex traffic signal timing issues
 - Utilizes MAG On-Call Consultants
 - No cost to local agencies
- MAG Specifications & Details for Public Works Construction Committee
- Building Code Committee Activities
 - Building code amendments & standards
 - Updates & standard amendments of ICC codes
 - Review of new building materials & construction methods
 - Digital plan review best practices
 - Approved truss manufacturers list
- Human Services
- MAG 9-1-1 Program
 - Established by Local Governments - September 9, 1985
- Community Emergency Notification System (Reverse 9-1-1)
 - Launched in January 2004
 - Emergency notifications for:
 - Imminent threats to life or property
 - Disaster notifications
 - Endangered children or elderly
 - Evacuation notices
- Transportation: To What End? Diversify the Economy!
- Map-21 Title 23, U.S.C. Sec. 134 Metropolitan Planning
 - (1) In general. - The metropolitan planning process for a metropolitan planning area under this section shall provide for consideration of projects and strategies that will (A) support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency
- Overview of the MAG Economic Development Committee
 - Formed in October 2010
 - Role
 - Develop an opportunity-specific and action-oriented plan that fosters and advances infrastructure in the MAG Region, especially transportation infrastructure that would further economic development opportunities

- Membership – 35 Total Members
 - 19 local government agencies
 - 15 business representatives
 - 1 representative from the Arizona Department of Transportation.
- EDC Focus areas include:
 - Transportation
 - Mexico Initiatives
 - Employment
 - Education
 - Economic Recovery
 - Canadian Impact
- Megapolitan 2000
- Megapolitan 2050 scenario
- Joint Planning Advisory Council
 - “Establish a policy to improve the condition and performance of the national freight network to provide the foundation for the United States to compete in the global economy and achieve goals related to economic competitiveness and efficiency...”
- Regional Vehicle Travel Demand
 - More than 314,000 vehicles cross the Maricopa – Pinal County border on an average week day.
 - In 2030, an estimated 522,000 vehicles are projected to cross the Maricopa - Pinal County border on an average week day.
- North-South Corridor – the opportunity
 - Highly Educated Workforce
 - 26% Bachelor’s Degree
 - 13% Graduate or Professional Degree
 - 38% in Management, Business, Engineering, Science, and Education Occupations
 - 10% in Healthcare Occupations
 - Connectivity with Phoenix Mesa Gateway and ASU PolyTech
 - Manufacturing & Logistics Opportunities
- Online Mapping and Data
 - Enhanced (platform independent)
 - Online mapping and analysis tool
- Planners & Economic Development Partnership Exchange
- Read On Arizona & MAG Unveil Early Literacy Viewer
- ARI-SON Megaregion
- Fiscal Services

Mayor Walter stated that there are several committees that Council can participate on and asked that they contact either Mr. Billingsley or her if they are interested.

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.

Recommendation to the Arizona Department of Liquor Licenses and Control to approve the Florence Coolidge Elk Lodge's applications for a Special Event Liquor License for events to be held on January 18, February 17, and March 17, 2017. (Lisa Garcia)

Recommendation to the Arizona Department of Liquor Licenses and Control to approve Caliente Casa de Sol's applications for a Special Event Liquor License for events to be held on February 15 18, 21, 22, 24 and 26, 2017. (Lisa Garcia)

Approval of the Intergovernmental Agreement with the Industrial Development Authority of the Town of Florence, Inc., for use of the Suter House. (Bryan Hughes)

Appointment of the Town Manager as the Mayor's Designee and the Town Human Resources Director as the Lay Member of the Fire Profit Sharing – Pension & Trust Fund Board. (Scott Barber)

Approval of accepting the register of demands ending November 30, 2016, in the amount of \$1,380,272.23.

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

NEW BUSINESS

Approval of the redesign of the intersection of State Route 79 and State Route 79B by executing the attached letter from the Arizona Department of Transportation. (Chris Salas)

Mr. Chris Salas, Public Work Director, provided a presentation in which he outlined the following:

- Introduction
 - Design and construction of the project are listed in ADOT's Tentative 2014-2018 Five-Year Transportation Facilities Construction Program.
 - Project assessment was completed in May 2013.
 - Plans are currently in Stage III (preliminary NOT FOR CONSTRUCTION)
- Crash data
 - During a five-year period, from January 1, 2004, to December 31, 2008, a total of 41 collisions were reported within the project limits.
 - These include 4 incapacitating injury, 7 non-incapacitating injury, 6 possible injury, 24 non-injury collision, and 1 fatal.
 - 80% of the collisions occurred during daylight hours.
 - 25 out of 41 collisions at the study intersection were right-angle collisions.
 - Based on ADOT's crash analysis and field review of this intersection, it appears that the crashes are similar in nature: most of the violations are either failure to yield the right-of-way or ran stop sign; all occurred during daylight or at dusk during dry, clear weather.
- Project Scope

- In addition to considering a No Build alternative, two “build” alternatives for the intersection reconfiguration were developed and evaluated in the Initial PA (May 2010):
 - A three-leg roundabout located north of the existing intersection
 - A T-intersection located on northbound SR 79
- Has reviewed the map that depicts the construction that ADOT is considering, which is included in the plan set:
 - Some areas will remain status quo
 - Other areas will be demolished
 - Other areas will have improvements such as pavement width at the intersection to allow for left hand turn lanes and right turn lanes to separate the movements.
 - Turn count information was not available
 - Traffic count was done
- Conclusion
 - While both a T-intersection and a roundabout were assessed, only the T-intersection can be built without severe and substantial environmental impacts.
 - Due to the funding type of the Highway Safety Improvement Program (HSIP), ADOT has stated the project needs to be built as a T-intersection or the project will be discontinued.

Mr. Billingsley stated that the Towns requested that ADOT take a serious look at the safety of this intersection. ADOT performed a safety assessment at the intersection and the safety assessment showed that improvements were needed. Signage and the intersection were changed on an interim basis with the thought that safety funds would be utilized to construct the improvements.

Mr. Billingsley stated that ADOT has determined that the best use of their safety funds (HSIP) is to build a T-intersection at that location. ADOT sent the Town a letter asking if Florence concurs with them, and if so, Council would need to sign off on the letter. If Council does not concur, funding will not be available and there will be no improvements.

Councilmember Hawkins inquired the following:

- What would happen to the abandoned roadways
- Will the property be turned over to the Town
- Will ADOT maintain the right-of-ways even though there is no longer a road on the property

Ms. Salas stated that he has the plan set and it does not show any dedication of right-of-way to the Town. The assumption is when the work is done, ADOT will pulverize the road and use it for the base of the new part of the construction and the land will be seeded.

Mr. Billingsley stated that the land will be rehabilitated and the existing asphalt will be removed. The property will be made to look like existing desert. ADOT has a board that manages all of their properties and Florence may have the ability to purchase the land from ADOT for market value. If Council chooses, staff can move forward to determine if the land has any value to the Town.

Councilmember Hawkins inquired how much land ADOT owns.

Mr. Billingsley stated that the map in the plan set shows the parcel boundaries and explained that there are private parcels of land within the depicted area.

Councilmember Larsen inquired if the property east of SR 79 is public property.

Mr. Billingsley stated that part of the property is CAP and there is private land adjacent to there. He stated that there are challenges with properties within that area.

Councilmember Anderson inquired if the intersection will have turn lanes.

Mr. Salas stated that there will be turn lanes on SR 79B, left turn eastbound to north bound and a right turn east bound to southbound. There will not be a northbound to westbound left turn from SR 79 to SR 79B.

Mr. Anderson stated that there should be a turn lane for convenience and inquired if ADOT can be convinced to add a turn lane.

Councilmember Larsen agreed that there should be a left turn lane at the intersection.

Mr. Billingsley stated that staff has been concerned with the solution and what has been scoped to the point that staff requested a meeting to discuss the feasibility work that was done because Florence was not provided a copy. Staff wanted to point out the growth that it is projecting to the south of this intersection. He stated that the information was shared and ADOT brought several experts to talk to the Town staff at that meeting and ultimately the acceptance letter with what they are offering was forwarded to the Town.

Councilmember Hawkins inquired if there would be a stoplight installed.

Mr. Billingsley replied that there would not a stoplight installed.

Mayor Walter inquired if MAG would be able to provide some assistance with their feasibility studies.

Mr. Billingsley stated that MAG could do an assessment and would assess over the last five years of analysis. He stated that ADOT came up with this solution because there are sizable cultural resources that exist in the area and are trying to limit the project to what has already been disturbed.

Mayor Walter inquired if there will be any funding required of the Town of Florence or if the project will be paid for entirely by ADOT.

Mr. Billingsley stated that it is an ADOT project and they would pay for the project.

Mr. Salas stated that they would have to widen the road by half a mile to incorporate a left hand turn lane. It is significant to add the turn lane and there are no issues with people

making left hand turns, collision wise. He stated that they can request the information from ADOT that was used by them to make their determination.

Councilmember Anderson stated that once the intersection is installed they can request a traffic light at a later time.

Mr. Salas stated that the Town just purchased a turning count board and one of the ideas is to do its own counts so staff can go back with the information to show that a signal is warranted.

Mr. Billingsley stated that if the Town completes a signal warrant study, per the Manual on Unit Traffic Control Devices (MUTCD), and it shows that the count meets one or more warrants, the Town has the ability to go to ADOT and they will participate in that project. He stated that it does not mean that they will pay for the project in its entirety but they will participate.

Councilmember Wall commented that the State is losing a significant distance of road maintenance, which will save them money. She inquired about connectivity between Cheryl Road and Sunset Road if the area of SR 79B is demolished.

Mr. Salas stated that connectivity will be made.

On motion of Councilmember Anderson, seconded by Councilmember Larsen, and carried to approve the redesign of the intersection of State Route 79 and State Route 79B by executing the attached letter from the Arizona Department of Transportation.

TOWN MANAGER'S REPORT

Mr. Billingsley stated that he received a letter from the Federal Emergency Management Agency (FEMA), dated December 27, 2016, in which the letter constitutes a Letter of Map Revision (LOMR) determine document for Anthem Merrill Ranch Walker Butte Wash and Tributary A for the Walker Butte Wash, which are the two floodplains in the area. He stated that there have been some concerns about mapping and people's property staying within the floodplain that are located within Anthem at Merrill Ranch. Staff has been working with FEMA, Pulte Homes, and Baxter Design Group, towards this resolution. The draft map and the Flood Insurance Study (FIS) Information including profile is now a public document and have been provided to the Town. He stated that it will be advertised per federal law in the January 5 and 12, 2017 Florence Reminder and Blade Tribune edition and the federal register. Comments are welcome and will be accepted for 90 days, which is the appeal period.

Mr. Billingsley explained what the 90 day appeal period means and what information FEMA will consider. He stated that the level of information is not received by FEMA; the amended maps will become effective May 12, 2017 following the 90 day appeal period. He stated that Town staff has already began reviewing the documents to ensure consistency and to ensure that Council's request of all residential property be removed from the floodplain as part of the analysis. The preliminary results are looking good and he will keep Council apprised of anything to the contrary.

DEPARTMENT REPORTS

Community Development

Courts

Fire

Library

Parks and Recreation

Police

Public Works

Councilmember Hawkins stated that approximately eight years ago, ADOT started a project from Florence to Oracle Junction and installed wider culverts that will eventually split the highway. He inquired when this will be done because they will be disturbing the land.

Mr. Salas stated the work that can be performed under the HSIP is very limited. It can only be for the benefit of safety and cannot do things for future growth.

Mr. Billingsley stated that the Town has had four separate meetings with ADOT and they have discussed all of the projects that they plan to do, which includes:

- SR79 an SR79B intersection
- Diversion Dam
- Bridge decking
- SR287 and SR79B

Mr. Billingsley stated that they have never discussed any improvements to SR 79 from Florence to Oracle Junction and there is no money in the current five year plan for widening SR 79. They will not be able to use any federal funds until they have a NEPA decision document that mitigates for any significant impact. He stated that he will inquire about the widening of SR 79 at the next meeting.

Mr. Salas stated that ADOT is aware of the Johnson Estates project that is in the area and the impact to SR79 and SR 79B.

Mayor Walter asked that Mr. Billingsley also inquire about the widening of Hunt Highway.

Vice-Mayor Woolridge inquired if there was a procedure of notifying the businesses of the New Year's Eve Block Party and if all businesses were notified. She stated that she had received a few complaints.

Mr. Bryan Hughes, Parks and Recreation Director, stated that there is a procedure in place and they missed a few businesses with regards to the notification of the New Year's Eve Block Party. They are working on remedies to avoid future mishaps.

Mr. Billingsley stated that he is aware of the information received by Council from the individual. He stated that one individual was not properly noticed and one member of the executive staff met with the individual prior to the event. He stated that there is also a meeting scheduled with the individual this week to discuss what could have been done different or different ways in which they can connect.

Mr. Billingsley stated that he tasked Mr. Jennifer Evans, Management Analyst, to create a detailed protocol to disseminate information to all businesses that have business licenses in Town, and not only businesses on Main Street. He stated that the Town also has businesses on SR79 and he had an opportunity to meet with one of the business owners and they would like direct notification as well.

Councilmember Hawkins stated that the Town advertised in the local newspaper as well as the Casa Grande Dispatch.

The Department Reports were received and filed.

CALL TO THE PUBLIC

There were no public comments.

CALL TO THE COUNCIL – CURRENT EVENTS ONLY

Councilmember Larsen asked staff to re-assess the signs and lighting that surrounds the schools because she has heard of the concerns regarding traffic issues and speeding in those areas.

Councilmember Wall wished everyone a Happy New Year and is looking forward to 2017.

Councilmember Anderson stated that he shares Councilmember Larsen's concerns regarding the traffic issues and speeding in the school zones. He stated that Council attempted to budget for improvements around the school areas; however, there were not any funds available. He said that the estimate to install flashing lights would cost approximately \$12,000 for the Anthem K-8 and Florence K-8 schools.

Councilmember Anderson thanked the Public Works Department for the traffic signal installation at the Attaway and Hunt Highway intersection.

Councilmember Hawkins thanked all of the Town staff for working the New Year's Eve Block Party event, regardless of the weather conditions.

Mayor Walter stated that Pinal County must approve the air quality permit for Florence Copper, Inc. She stated that the Council is asking its citizens to attend the Pinal County Board of Supervisors Meeting to show their support in denying the permit. The hearing will be held on January 4, 2017.

ADJOURN TO EXECUTIVE SESSION

An Executive Session will be held during the Council Meeting for the purpose of discussions or consultations with designated representatives of the public body and/or legal counsel pursuant to A.R.S. Sections 38-431.03 (A)(1), (A)(3), (A)(4), and (A)(7) and to consider its position and instruct its representatives and/or attorneys regarding:

Pinal County Air Quality Control District Permit Class II Renewal, Permit No. B31219.000, Florence Copper, Inc. Update.

Town's position and instruct its attorneys in regard to pending litigation in Maricopa County Superior Court: Town of Florence v. Florence Copper, Inc. CV 2015-000325.

Town's position and instruct its attorneys in regard to Arizona Department of Environmental Quality proceedings and related Water Quality Appeals Board Case No. 16-002.

The U.S. Environmental Protection Agency, Region 9 ("EPA"), Class III Underground Injection Control ("UIC") Permit, No. R9UIC-AZ3-FY11-1, issued to Florence Copper, Inc. for an In-Situ Copper Production Test Facility ("PTF"), along with comments and the EPA's response to comments.

Request for assistance from the Arizona Ombudsman-Citizens' Aide office regarding Arizona Department of Environmental Quality actions.

Deed restrictions and related work on the Cuen building.

Annual evaluation of the Town Clerk/Deputy Town Manager.

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

ADJOURN FROM EXECUTIVE SESSION

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

ADJOURNMENT

On motion of Vice-Mayor Woolridge, seconded by Councilmember Anderson, and carried to adjourn the meeting at 8:38 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 January 3, 2017, 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 SPECIAL COUNCIL MEETING HELD ON FRIDAY, JANUARY 13, 2017, AT 1:00 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 1:04 pm.

ROLL CALL:

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

MOMENT OF SILENCE

Mayor Walter called for a moment of silence.

PLEDGE OF ALLEGIANCE

Mayor Walter led the Pledge of Allegiance.

CALL TO THE PUBLIC

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

There were no public comments.

PRESENTATIONS BY THE ADHOC CITIZENS ADVISORY GROUP TO THE STRATEGIC PLAN.

NEW BUSINESS

Discussion/Approval/Disapproval of setting a date for the Florence Town Council's Strategic Planning Retreat.

Mr. Mark Eckhoff, Community Development Director, gave a brief overview about the Citizens Advisory Group and presented the following:

- Strategic Plan Citizens Advisory Group introductions
 - Betty Wheeler, Florence Resident
 - Guy Rankin, Florence Resident and Farm Owner, Rankin Farms
 - Harold Christ, Florence Resident and Business Owner, Windmill Winery
 - Henry Padilla, Florence Resident
 - Jim Tchida, Florence Resident
 - Peter Koulouris, Florence Resident and Business Owner, Mount Athos Restaurant

- Mike Shoppell, Florence Resident
- Russell Clark, Florence Resident
- Project Facilitators:
 - Mark Eckhoff, Town of Florence Community Development Director
 - Karalea Cox, Planning Facilitator, Common Sense Facilitation Consultant
- Overview of Town's Strategic Planning Process
 - A Strategic Plan, and the process of developing such, will help the Town clarify exactly where we are today and where we'd like to be in the coming years. The Plan will work concurrently with other documents, such as the General Plan, as a guide book of sorts making sure that all decisions made and all funds spent are heading the Town in the agreed upon direction. As such, this will assist the Town Manager and all Department Managers in their day to day work and ensure, to the greatest extent possible, that staff, elected leaders and Town citizens are working towards a mutually agreed upon vision.
- Summary of Our Process (key steps)
 - Direction from Town Council (March 2016)
 - Scope of work established
 - Project Facilitator hired
 - Extensive stakeholder and public outreach
 - Surveys, meetings, interviews, etc.
 - Citizen's Advisory Group established (meetings)
 - Review of plans
 - Data analysis
 - Citizen's Advisory Group Presentation to Council (January 13, 2017)
 - Strategic Plan Town Council Retreat
 - Development of draft Strategic Plan and review process
 - Adoption of Strategic Plan and implementation

Ms. Karalea Cox, Planning Facilitator, Common Sense Facilitation Consultant, continued the presentation, in which she discussed the following:

- Review of Key Findings from Town's strategic planning process
 - Who they reached
 - Council Member Interviews – 5
 - Candidates Interviews – 4
 - Stakeholder Interviews - 55
 - Staff Interviews – 4
 - Held two Public Forums – 76
 - Citizen's Advisory Group – 11
 - Community Survey – 749
 - High School Student Survey – 144
 - Community Survey Demographics
 - 55% over the age of 61
 - 52% Males
 - 46% reside in "Anthem"
 - 12% reside in "Core"
 - 8% reside in Parkside (within Anthem)
 - 43% have lived in Florence three to seven years
 - 35% have lived in Florence eight years or more

- 21% have children living at home
- Ranking Community Factors - Highest
 - Your neighborhood as a place to live – 3.55
 - Florence as a place to retire – 3.18
 - Florence as a place to live – 2.80
 - Overall quality of life – 2.71
 - Quality of the natural environment – 2.61
- Ranking Community Factors – Lowest
 - Florence as a place to start a business – 1.02
 - Employment opportunities – 1.05
 - Florence as a place to work – 1.23
 - Educational opportunities – 1.43
 - Shopping opportunities – 1.46
- Analyzing the data
 - What we value
 - Small town feel
 - The safety of the community
 - Our history
 - Rural, agricultural culture
 - Good schools
 - Strategic partnerships
 - Natural environment
 - Good parks
 - What We Have to Leverage
 - Friendly, safe community
 - Geographic location
 - Climate
 - Citizen capital/expertise
 - History
 - Economic base (government services and agriculture)
 - Regional events
 - What needs to be addressed
 - Clear identity and purpose (vision) for Florence
 - Council outreach, communication and promotion
 - Improve Council relationships
 - Increase support of economic development and additional job opportunities
 - Florence as a place to start a business
 - Lack of amenities/places to go and do/opportunities
 - Keep town core clean and attractive
 - Community events and activities
 - Roads and highways
- What is in the future?
 - Strong, vibrant business community?
 - Enhanced transportation corridors?
 - A façade improvement fund?
 - Leadership Academy?

- Improved communication/relationships with Council?
- More events: triathlon, rodeos, softball tournaments, car shows, etc.?
- Completion of the Territory Square master plan?
- Florence Copper issue resolved?
- A well-developed Strategic Plan with benchmarks and accountability?
- Economic growth/job opportunities?
- Branding and marketing?
- Key Strategic Plan Priority Areas Identified by the Citizen's Advisory Group
 - Communication – A Key Priority
 - Encourage respectful dialogue and communication between residents, Town staff and Town Council that bridges geographical distances and promotes community cohesiveness between neighborhoods, informs the public and promotes the community.
 - Who, what, where, when, how?
 - Establish an open dialogue with all parties.
 - Be open to the various and emerging forums of communication.
 - No problem is too large.
 - Link our neighborhoods with assistance from Town staff and possibly the Citizen's Advisory Group.
 - Rotate locations of Council meetings.
 - Create traveling focus groups to improve upon communications from all Town departments.
 - Question and discussion sessions with elected officials and Town Manager.
 - Open forums with Federal, State, County and local elected representatives.
 - Consider formation of a Business Development Council.
 - More engagement and interaction with the local Chamber of Commerce.
 - Roundtable discussions with various agencies (ADOT, ADEQ, etc.) and major employers (Corrections, School District, National Guard, Safeway, etc.)
 - Use of the internet – keep the Town's webpage current, relevant and useful.
 - Consider the development of a newsletter that is mailed to residents and stakeholders and includes a calendar of events and important contacts.
 - Can be placed on webpage and sent electronically too.
 - Increase positive newspaper coverage.
 - Promote the positive and our accomplishments.
 - Proactively use social media, particularly to reach 25-40 year olds.
 - Cooperate with local HOA's and community organizations in an effort to share and distribute news and information.

Each Citizen Advisory Group member provided a brief background on themselves and presented a portion of the presentation, in which the following was discussed:

- Vision
 - F = Fun
 - L = Loving
 - O = Original
 - R = Rambunctious
 - E = Exciting
 - N = No Other

- C = Charming
- E = Energetic
- Council needs to decide where they want the Town to be in the next five, ten and future years.
- Community vitality
 - Vitality=Vibrancy=Desirability=Quality of Life
 - Establish a brand/image and marketing promotion program.
 - Enhance facades on vacant historic buildings.
 - Beautify blighted homes and clean up vacant lots.
 - Partner with developers and contractors
 - Core “infill” progress.
 - Double the activities and events with focus on all age groupings.
 - Fiscal stability facilitates opportunities.
 - Comprehensively address all needs with overall goal of making Florence a highly desirable community.
- Economic prosperity
 - Location, location, location...
 - Sun Corridor
 - Central
 - Highways
 - Land
 - Airports
 - Rail
 - County Seat
 - Public Sector employment
 - Recognize and build off of our accomplishments.
 - A small community with established core services and amenities.
 - Services, history, tourism, conveniences, etc.
 - Moving Forward: Joint Efforts Help Create Economic Development Opportunities
 - Collaboration and Teamwork
 - Downtown Gilbert, Arizona example
 - Water
 - Wastewater
 - Energy
 - Infrastructure
 - Data/Electricity
 - Image/Perception
 - Blight and abandoned properties
 - Branding and Marketing
 - Sell Arizona, the Sun Corridor, Pinal County AND Florence
 - Understand and promote our assets
- Leadership
 - From the survey results
 - Lack of a collective vision
 - Staff and residents lack understanding of Council’s vision
 - Perceived lack of desire for business development or economic growth
 - Recommendations for leadership, encouragement and direction

- Internally
 - Develop 5-year vision statement and strategic plan with management staff
 - Set tone – Mission doesn't change; how its communicated does
 - Re-energize the Leadership Academy targeting 25-40 year olds
- Externally
 - Communicate plans to community stakeholders
 - Listen to the needs and expectations of community organizations
 - Meet with current employers at corporate level (Pinal County, Corrections employers, National Guard, etc.)
 - Develop partnerships with State and Regional government entities – be at the table.
- Transportation and infrastructure
 - Not an amenity, but a necessity.
 - Transportation is critical for sustained and positive residential and economic growth
 - Hunt Highway and other major corridors
 - Coordination with County, MAG and ADOT
 - Paths and Trails for connectivity
 - Transit
 - Must think short-term, mid-term and long term
 - What can we do now?
 - What can we plan for?
 - What can we influence?
 - Promote the ADOT North-South Corridor and Passenger Rail Corridor projects
 - Have a strong voice at ADOT
 - Regional Collaboration
 - Moving people is huge (roads, highways, etc.)... What happens when they get here?
 - Be prepared to serve new growth and to promote and serve economic development.
 - Water, wastewater, electricity, gas, alternative energy, conservation, etc.

Mayor Walter stated that measurement is necessary for improvement for the Town's success.

Vice-Mayor Woolridge provided the following comments:

- The work that the group has done is invaluable.
- Council needs to have the feedback in order for the Town to move forward and to progress in the right direction.
- Water is invaluable and the Town needs to control it if possible.
- The infrastructure for wastewater is an expensive process and the Town needs to control this.
- Important to have the youth involved.
- Her vision includes a Jr. Town Council so that the teens can feel like they are part of the community. The Jr. Town Council can shadow the Council and bring new and fresh ideas. The youth are our part of our community and will be our future leaders.
- There is lack of transportation. The partnership with Coolidge provides some type of transportation but would like to see our transportation opportunities grow.

Discussion occurred on the following topics:

- Engaging more with the citizens
- Ideas on how to bring people to the meetings
- Communication
- Shopping and retail
- Quarterly meetings to discuss Florence's future
- Garner support from Arizona Department of Transportation
- Partnering with Pinal County's economic team
- Making Florence more business friendly
- Education on Town's policies and regulations
- Partnering with other organizations
- Do a sourcing study for prisons
- Chamber member retention
- The need for an industrial park.
- Create a fun atmosphere for people to enjoy.

Ms. Cox stated that the residents love Florence and love living here. The students love their school and have tremendous pride of their school. She stated that the next steps include a retreat with the Town Council to develop a draft plan; review the plan; adopt the plan and implement the plan.

On motion of Councilmember Guilin, seconded by Councilmember Wall, and carried to set the date of Friday, February 3, 2017, at noon for the Town Council's Strategic Planning Retreat.

TOWN MANAGER'S REPORT

Mr. Brent Billingsley, Town Manager, thanked everyone who has contributed to the Strategic Planning process.

Mr. Billingsley stated that the Town needs to figure what the mojo is that unites the parents, children and the school within the Florence Unified School District. The Town needs to mirror what that mojo which is the pride and unity to the Town.

CALL TO THE PUBLIC

Mr. Tom Rankin, Florence Resident, stated that the topics discussed were positive; however, some were unrealistic. He discussed the cost for the Territory Square project. He stated that when you are talking about a strategic plan you need to ensure that the entire municipality is included. He discussed the benefits of having the North South Corridor in close proximity.

Mr. Rankin stated that it is important to get citizen participation to attend the Council meetings. He stated the Gopher Pride is an integral part of the community.

CALL TO THE COUNCIL – CURRENT EVENTS ONLY

Councilmember Larsen appreciated all the work that has gone into the Strategic Plan so far and is excited to see Florence grow.

Councilmember Wall stated that she is an optimist and there isn't anything that should be removed from what was discussed. It is important to have a "can do" attitude. She stated that it is important to consider short-term, mid-term and long term goals. It is important to involve everyone in the community in the process.

Councilmember Anderson stated that many great ideas were presented at this meeting.

Councilmember Guilin stated that it was great to see everyone come together and present as one community.

Councilmember Hawkins stated that it took a lot of work to compile what the committee did and he appreciates their commitment and dedication.

Vice-Mayor Woolridge stated that she is impressed with the committee's work. She proposed that the committee stay in place and continue on after the Strategic Plan is in place. They have provided an invaluable service and it is impressive that they have given up their time. They can help propel the Town forward.

Ms. Woolridge stated that she had family come from Dallas, Texas, and thanked Mr. Christ for opening up his business to her family. They were impressed with the Windmill Winery.

Mayor Walter expressed gratitude for the work that the committee has done.

ADJOURNMENT

On motion of Councilmember Hawkins, seconded by Vice-Mayor Woolridge, and carried to adjourn the meeting at 4:12 p.m.

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 January 13, 2017, and that the meeting was duly called to order and that a quorum was present.

Lisa Garcia, Town Clerk
Florence Town Council Meeting Minutes
January 13, 2017
Page 8 of 8

MINUTES OF THE TOWN OF FLORENCE COUNCIL MEETING 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.

CALL TO ORDER:

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

ROLL CALL:

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

Absent: Guilin

MOMENT OF SILENCE

Vice-Mayor Woolridge called for a moment of silence.

PLEDGE OF ALLEGIANCE

Vice-Mayor Woolridge led the Pledge of Allegiance.

CALL TO THE PUBLIC

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

Mr. H. Douglas Carlson, Florence Resident, stated that based on the Consent Agenda items 7h, l, j, and k, it appears that the Town wants to partner with Southwest Value Partners on a new round of lawsuits against Florence Copper. He stated that Southwest Value Partners is a San Diego, California, company that makes money flipping land investments. They have purchased a large track of land west of Florence Copper and for their own self-interest, have been opposing Florence Copper ever since. He stated that the company does not employ a single resident of Pinal County, has not given any community grants and has no intention in investing in the community once they have made money selling their land.

Mr. Carlson stated that his message to the Council is that Southwest Value Partners wasted their own money filing frivolous law suits. There is no need for the Town of Florence to join them and use the taxpayers' dollars. As a resident of Florence, he objects to any funds being spent on a partisan, political issue. He stated that money could be better spent on historic heritage, strengthening our Chamber of Commerce, salaries, or taking care of the new library and water park instead of on Florence Copper. He inquired how much has been spent fighting Florence Copper to date. It was said that over \$1 million has been spent, but others have said

that it has only been \$500,000. He stated that it seems to him that some would like to hide the exact amount being spent opposing Florence Copper by placing the funds in some obscure line item. Some want to oppose Florence Copper, let them unite with Southwest Value Partners and fund their own political action group for that purpose.

Mr. Carlson stated that he believes it is inappropriate to use municipal money to fight a very partisan issue when many in this area support Florence Copper's development in the Town. If the Town Council sees opposing Florence Copper as an ongoing expense needing public funds for the upcoming years, those funds should be budgeted and given their own line item so the public can see and know how its money is being spent.

Ms. Stacy Gramazio, Florence Copper Representative, stated that they have seen a lot of changes in Florence and with new change comes new possibilities for our community's future. She stated that Florence Copper is committed to bringing good benefits to Florence. She stated that they are pleased that they have received the regulatory approvals that will allow them to start a pilot test facility (PTF) for in-situ copper recovery. She stated that they are confident that this test will demonstrate to everyone that it is a safe process.

Ms. Gramazio provided an update of their community outreach efforts, which included 150 site tours to 1,500 + residents which has led to growing support of the project. Once people develop an understanding of the process they realize that it can operate without a threat to the local drinking water supply. They have over 800 resumes on file and are continually contacted by local residents who want to work and live in Florence and are anxious for them to begin the hiring process.

Ms. Gramazio stated that she is very disappointed that many of the Councilmembers have thus far declined to take a site tour with her or speak with her or anyone on staff about the facts of the project; however she is very hopeful that the Council will look at the project with a fresh perspective now that they have received regulatory approval for the Arizona Department of Environmental Quality (ADEQ) and the Environmental Protection Agency (EPA). She stated that it is unfortunate for the Town's constituents that the Council has only listened to the land owners who neighbor their property because the Council has been given inaccurate information about the science and permitting process.

Ms. Gramazio stated that they would like to work with the Council and they have a standing invitation for a site tour or conversation. She stated that they can work together to discuss the Town's concerns. They appreciate and welcome the Town's tough questions. They appreciate the Council's dedication to Florence and together they can do the right thing for Florence.

Mr. Ted Bowers, Florence Resident, requested that Item 7k. on the Consent Agenda be removed and be considered separately. He stated that it is a very significant issue and deserves to be considered by itself. Based on the language of Item 7k, it appears that the Town wants to authorize a full prosecution and litigation of the appeal. He stated that the language indicates that the Town is seeking to do something and it will take years to do. He would like the following:

- More information
- The cost of the litigation thus far
- What happens if the Town loses the litigation
- Is the Town subject to the legal costs of the other side

Mr. Bowers stated the time to oppose the issuance of the permit, which was recently granted by the EPA, has passed.

Mr. Harry B. Zilm, Florence Resident, stated that he knows he is addressing a biased Council; however, he will do it anyway. He requested that Council remove items 7h, I, j, and k from the Consent Agenda and leave them off of the agenda until such time as the Council can account for the funds that have already been expended on Florence Copper. He stated that if the Council is to proceed, the public needs to know how much more they expect to spend and what the cap will be. He stated that he does not want to see the property tax go up because the Town needs to fund this. He stated that Florence needs to allow Florence Copper to move forward with their testing and not place road blocks against them. He stated that the newest road block deals with air quality permitting.

Mr. Arthur Halbin, Florence Resident, stated that he has been a property owner for over 30 years, and his land is in trust for his family. He stated that he walked up to Poston Butte each night and met a man who walked up there as well. In conversation, the man stated that they were waiting for the water table to go down so they could open an open-pit mine. He stated that he was upset to hear that he found such a beautiful place and now there was going to be a mine. Now he hears that the process will be different. He stated that he chairs a coffee club and they have approximately 20 members. They all share the same feeling that Florence is a wonderful place and it is a better idea than an open pit. He does not understand why Florence is fighting this. He hopes the Council will look into this and consider their opinion.

Mr. William Vockel, Florence Resident, explained that there are four items on the Consent Agenda which are resolutions that allow Florence and its lawyers to continue to challenge the federal and state permits issued to Florence Copper for an in-situ copper recovery test facility. In passing the resolutions, the Council will be acting as if it knows more about the technical issues than ADEQ and EPA. He explained that ADEQ and EPA are tasked with protecting the drinking water supply. Both agencies have carefully reviewed the project application. All of the public comments have been filed and concluded that the two year testing facility could safely operate without threat to the Town's drinking water supply. Florence's taxpayers deserve to know how their tax dollars are being spent and in what quantities. He inquired how much money is the Town budgeting this year to continue this litigation. He stated that as a voting resident of Florence, he asked that each of the resolutions (Items 7h, I, j, and k) be removed from the Consent Agenda and be voted on separately by Council by a roll call vote.

Mr. Shane Doughty, Florence Resident, stated that he owns the property at 321 N. Bailey Street, which is known as the Jesus Martinez historical home, and now known as Bailey Street Bed and Breakfast. He stated that the property was purchased in September 2015 for the purpose of restoration and returning it to its former use as a bed and breakfast. He stated that they advertised this to the Historic District Advisory Commission in October 2015. They also

met with Gilbert Olgin about the zone change to its current DC zoning to facilitate having a bed and breakfast at this location. Upon completion of the cleanup of the property, they obtained a building permit for the restoration work. They were approximately 75% through the restoration project when they were called back into a meeting with the Town where they were informed that if they wish to be a bed and breakfast (B & B) they needed to change their building permit from residential to commercial. This would result in them needed to obtain a commercial contractor to complete the work. They would also need to obtain an architect, on-site engineer and a large amount of capital expense on their part.

Mr. Doughty stated that he asked for a written copy of the Town Code regarding a B & B. He stated that when the Town could not or would not produce the Town Code, he produced documentation from Pinal County and the State defining a bed and breakfast as a business operated out of a residence. He was then told that he could complete the restoration under the same building permit under the new State B and B laws at which point they did so. They received their final inspections and obtained their Certificate of Occupancy. They have obtained their state business license and contacted the Pinal County Health Department to ensure compliance with health and food safety. They directed them to Title IX, which shows that they are in full compliance.

Mr. Doughty stated that they joined the Chamber of Commerce and scheduled their ribbon cutting, grand opening and went into the Town to obtain their business license. At that time, they were told by Community Development that they would not be able to obtain a business license because their building was not commercial. He was called into a meeting by Mr. Eckhoff on January 5, 2017. He provided a packet to the Town Clerk to provide to Council which included the items received during that meeting. He stated that once again, the Town Code was not provided to him. They provided a copy of the new state statute regarding B & Bs, which he previously distributed to his staff. He was told by Mr. Eckhoff that he could proceed as a short term rental and remain a residential property as long as he did not: a) have a sign, and b) serve breakfast to his guests. Mr. Eckhoff finished the meeting telling him that this was a grey area and a fine line.

Mr. Doughty stated that the State and County Codes are black and white. He stated that there is no grey area and they fall within their lines. He stated that he wanted to make Council aware of the inconsistencies that they are receiving from the Community Development Department and the Town as well as lack of any documentation given to assist us as we begin a new business.

Mr. Doughty stated that they are excited about business in the downtown and are excited about the prospect of being a part of making Florence a destination. They have received support from the local businesses and the Chamber of Commerce. He stated that he has a vested interest in the community. He stated that he lives here and his children go to school here and his wife is a teacher Florence K-8 school. He stated that they want to see the Town grow and prosper and that the Town is welcoming to new businesses.

Mr. Doughty stated that he has recorded the last two meetings because of the inconsistencies he has received and is willing to meet with the Council should they wish to hear the audio.

Mr. Harvey Zilm, Florence Resident stated that he has been in Florence for quite some time. He stated that this mine has been a long time coming. He hates to just see the negative side of the mine. He challenged the Council to sit down with the mining staff and have a discussion. He stated that going through the legal route is easy and it cost money. The outcome is that someone loses. He would like to see everyone work together and create jobs for the community. He stated that the only way to move forward is to remove the politics and have discussions. You will find that there is common ground and the jobs that will come. He stated that the mine will be an asset.

Mr. Jim Tchida, Florence Resident, stated that he has concentrated his efforts in the downtown area. He discussed the resolutions on the Consent Agenda (Items 7h, I, j, and k). The Town has legal costs, not all of which are related to Florence Copper. The community does not know what the legal costs are. There are no estimates on what the increase will be for legal costs may be. He suggested the following:

1. Remove the four resolutions from the Consent Agenda
2. Obtain a range of estimated cost for each resolution
3. Hold a Worksession with the public describing issues, strategies and the range of costs
4. Hold a roll call vote by the Council

Mayor Walter stated that the Town has set aside money for this case in the current fiscal budget. She stated that the Council is continuing on the action. Each Councilmember was elected by the citizens of Florence and they are representing them.

Mayor Walter stated that she spoke with Mrs. Doughty and the other business partner. She requested that staff review the matter and have a meeting regarding the bed and breakfast.

PRESENTATION

Update from Mr. Steven Smallidge on the Cuen building.

Mr. Steven Smallidge, Florence Resident and owner of the Cuen Building, stated that the concern is the delay with the building. He stated that they were five and half months behind before they were issued a permit. He stated that the concrete contractor was injured and not able to work for three months. The person doing the stucco was also injured and this put him behind another three months. Mr. Jason Penrod, Senior Building Inspector, has done an inspection of the building.

Mr. Smallidge stated that the stucco did not meet his approval so he hired someone else and had them re-stucco the building. He stated that he will have the building painted, windows installed and the doors rephrased before the Home Tour. He will also try to get the front room cleaned, stucco done, and painted as well. He stated that he is staging a few places around town. He has not given up on the building and it will be open in the Fall of 2017.

Councilmember Hawkins inquired if the structure was inspected. He understands that the fear was that the building would fall down.

Mr. Smallidge stated that an inspection was done and there were never any structural issues. He stated that he has the paperwork from the architects and nothing in any of the reports indicated that the building was going to fall down. He explained all of the work that has been done on the building.

Mr. Hawkins stated that Mr. Smallidge is way passed the timeframe in which to get the building completed. He asked Mr. Eckhoff if there were structural integrity problems with the building.

Mr. Mark Eckhoff, Community Development Director, stated that Swan Architects did an assessment of the building and they determined that there was a need to do structural things. There was also a concern prior to the assessment and braces were added to the exterior of the building. There was a concern of the gap that was increasing.

Mr. Eckhoff stated that Mr. Smallidge is correct in that he has addressed some of the initial concerns. They have not progressed past that point nor has a new assessment been done to determine the structural capability of the building. He stated that it appears that Mr. Smallidge has made progress in the early stages of the project.

Councilmember Hawkins stated that it is a commercial building and wants to ensure that a structural engineer signs off before a Certificate of Occupancy is issued.

Mr. Eckhoff stated that Mr. Smallidge building permit had a licensed commercial contractor working with him as well as a structural engineer come up with an idea of how to address the structural issues of the building.

Mr. Billingsley stated that he has reviewed the specialty warranty deed and there are two phases included in the deed. He stated that the deed states that the completion must be done within two years of the effective date, which would be May 11, 2015, so the completion date would be May 11, 2017. Mr. Smallidge stated that he would have the building completed by the fall, which is in far exceedance of what is included in the deed on the property and the reversion clause. There is the ability for the Town to grant a one-time 180-day extension in writing. He does not want it to be implied that by this presentation, there has been any expressive consent provided to extend past the May 11, 2017 date.

Mayor Walter stated that the 180 day extension will put Mr. Smallidge at his target date.

Mr. Billingsley stated the Mr. Smallidge would need to submit a written request to Council and the request would be brought before Council for consideration.

Mr. Smallidge stated the building was closed in 1961, it has gone through several owners and none have done any improvements on the building. He is the first owner to do improvements on the building.

Councilmember Hawkins stated that the Town sought bids for the building and there were two other entities who submitted bids as well as Mr. Smallidge. Mr. Smallidge was provided extra time on the onset.

Mr. Smallidge stated that he appreciates the Council for listening to the residents' concerns regarding Florence Copper. He is proud to live in Florence. He commended the Council for their diligence in preserving the Town's drinking water and ensuring that it remains safe.

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.**
- 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.**
- 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.**
- d. **Approval of a Groundwater Savings Facility Storage Agreement with the Tonopah Irrigation District.**
- 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.**
- 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.**
- 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.**

h. Adoption of Resolution No. 1609-17:

Mayor Walter read Resolution No. 1609-17 by title only.

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.

i. Adoption of Resolution No 1610-17:

Mayor Walter read Resolution No. 1610-17 by title only.

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.

j. Adoption of Resolution No. 1611-17:

Mayor Walter read Resolution No. 1611-17 by title only.

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.

k. Adoption of Resolution No. 1612-17:

Mayor Walter read Resolution No. 1612-17 by title only.

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.

l. Adoption of Resolution No. 1613-17:

Mayor Walter read Resolution No. 1613-17 by title only.

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.

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.

On motion of Vice-Mayor Woolridge, seconded by Councilmember Anderson, and carried to approve the Consent Agenda, as written, with the exception of Item numbers 7a, h, l, j, and k.

a. Acceptance of the Public Improvements for the Anthem at Merrill Ranch Subdivision Unit 53.

Mr. Billingsley asked that this item be tabled to a future meeting as the Unit number is incorrect.

On motion of Councilmember Anderson, seconded by Vice-Mayor Woolridge, and carried to table the acceptance of the Public Improvements for the Anthem at Merrill Ranch Subdivision Unit 53 to a future meeting.

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.

Vice-Mayor Woolridge stated that some of the Town Council has taken the tour and visited the mine.

Councilmember Hawkins stated that all of Councilmembers have studied the information pertaining to the mines. The concern is that there have not been any in-situ mines that have not polluted but they say it is a proven technology. The Town has been dealing with this issue for the last several years.

On motion of Councilmember Wall, seconded by Councilmember Hawkins, to adopt Resolution No. 1609-17.

Roll Call Vote:

Councilmember Wall: Yes

Councilmember Hawkins: Yes

Councilmember: Larsen: Yes

Councilmember: Anderson: Yes

Vice-Mayor Woolridge: Yes

Mayor Walter: Yes

Motion Passed: Yes: 6; No: 0

- 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.**

On motion of Vice-Mayor Woolridge, seconded by Councilmember Wall, to adopt Resolution No. 1610-17.

Roll Call Vote:

Councilmember Wall: Yes

Vice-Mayor Woolridge: Yes

Councilmember: Larsen: Yes

Councilmember: Anderson: Yes

Councilmember Hawkins: Yes

Mayor Walter: Yes

Motion Passed: Yes: 6; No: 0

- 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.**

On motion of Councilmember Anderson, seconded by Councilmember Hawkins, to adopt Resolution No. 1611-17.

Roll Call Vote:

Councilmember: Anderson: Yes

Councilmember Hawkins: Yes

Councilmember: Larsen: Yes

Councilmember Wall: Yes

Vice-Mayor Woolridge: Yes

Mayor Walter: Yes

Motion Passed: Yes: 6; No: 0

- 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.

On motion of Councilmember Wall, seconded by Vice-Mayor Woolridge, to adopt Resolution No. 1612-17.

Roll Call Vote:

Councilmember Wall: Yes

Vice-Mayor Woolridge: Yes

Councilmember: Larsen: Yes

Councilmember: Anderson: Yes

Councilmember Hawkins: Yes

Mayor Walter: Yes

Motion Passed: Yes: 6; No: 0

NEW BUSINESS

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.

Mr. Chris Salas, Public Works Director, stated that Florence Heights is an important east-west regional road. The road has deteriorated and needs to be treated with an overlay as there are no surface treatments that will fix the amount of cracking that has occurred on that road. He stated that staff has studied the project and a geotechnical report has been written. The project will entail a two-inch overlay with fiber and minimal curb and gutter improvements to protect some properties from water going into those properties.

On motion of Councilmember Anderson, seconded by Vice-Mayor Woolridge, and carried to enter 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.

Discussion/Approval/Disapproval of appointing two positions to the Parks and Recreation Board with terms to expire December 31, 2019.

Mr. Bryan Hughes, Parks and Recreation Director, stated that four applications were received for the Parks and Recreation Advisory Board. Per Town Code, interviews were conducted because there were more applicants than seats available. The interview panel was comprised of the following individuals:

- Bryan Hughes, Liaison

- Don Pinson, Chairman, Parks and Recreation Advisory Board
- Councilmember Kristen Larsen

Mr. Hughes stated that all of the candidates were great and had passion for parks and recreation. The recommendations for the vacancies are Donald Woolridge and Kelly Williams, each for a three-year term ending December 31, 2019.

On motion of Councilmember Hawkins, seconded by Councilmember Larsen, and carried to appoint Donald Woolridge and Kelly Williams to the Parks and Recreation Board with terms to expire December 31, 2019.

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

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, stated that the Town received one application each for the Arts and Culture Commission and the Historic District Advisory Commission. The Town has the vacancies on the Historic District Advisory Commission, Library Advisory Board, and the Planning and Zoning Commission. She stated that the Town hopes that citizens would apply to volunteer their time to serve on a board or commission.

Appointment of Doris Hagemann to the Arts and Culture Commission with a term to expire December 31, 2019.

On motion of Councilmember Anderson, seconded by Councilmember Wall, and carried to appoint Doris Hagemann to the Arts and Culture Commission with a term to expire December 31, 2019.

Re-appointment of Eugene J. Horan to the Joint Library Advisory Board with a term to expire December 31, 2018.

On motion of Councilmember Anderson, seconded by Councilmember Wall, and carried to re-appoint Eugene J. Horan to the Joint Library Advisory Board with a term to expire December 31, 2018.

Discussion/Approval/Disapproval of setting a date for the Florence Town Council's Strategic Planning Retreat.

Mayor Walter stated that the date has been set for February 3, 2017.

Councilmember Larson asked that alternate dates be considered due to scheduling conflicts.

Mr. Billingsley stated that Ms. Garcia is out of Town on February 3, 2017 and it is important that she attend the retreat.

Mayor Walter stated that the Council can vote on a date range not to exceed February 28, 2017, and meet with Ms. Garcia to provide dates in which to choose from.

Vice-Mayor Woolridge requested that the retreat be held on a Friday.

On motion of Vice-Mayor Woolridge, seconded by Councilmember Wall, and carried to set a date range, prior to February 28, 2017, for the Town Council's Strategic Planning Retreat.

TOWN MANAGER'S REPORT

Mr. Billingsley introduced Mr. Joe Jarvis, Finance Director. He is a sixth generation Arizonan. He received his Bachelor's Degree from Brigham Young University and his Master's Degree from Arizona State University (ASU). Mr. Jarvis was the Andrews Scholar, which is the top, most promising student in the public administration degree program for ASU. His career has been spent working with various municipalities.

Mr. Billingsley stated that the Fire Department Station #2, conducted a poster contest with the Anthem K-8 School and hosted a spaghetti dinner for the winners.

Mr. Billingsley stated that the Police Department has received numerous complaints of students driving erratically to and from Florence High School (FHS). The Police Department has done a special traffic detail at and around FHS throughout January. All of the objectives were fulfilled and it was an opportunity to educate the high school drivers.

CALL TO THE PUBLIC

There are no public comments.

CALL TO THE COUNCIL – CURRENT EVENTS ONLY

Councilmember Wall thanked everyone who came to the Council meeting and expressed how they feel about the Florence Copper project. She assured the public that everything that Council considers, Councilmembers look at both sides of the issues. She stated that she has done her homework and is confident that any decisions that are made going forward are in the best interest of Florence residents.

Councilmember Anderson stated that he attended the Pinal County Partnership meeting and there were four newly elected Mayors present. He stated that the Arizona Department of Transportation (ADOT) was a topic and everyone has the same issues with ADOT as the Town of Florence. He stated that there was a wide representation of everyone in Pinal County. It was a good way to build partnerships. An ADOT representative was present.

Councilmember Hawkins stated that the Town is doing what they feel is in the best interest of Florence. He stated that the Town is transparent and it is public information on how much is being spent. He stated that money was budgeted for legal issues.

Vice-Mayor Woolridge stated that the public can review the Town's budget and that the amount being spent by the Town is public information.

Mayor Walter thanked everyone who attended the Council meeting.

Florence Town Council Meeting Minutes

January 17, 2017

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ADJOURNMENT

On motion of Councilmember Hawkins, seconded by Councilmember Anderson, and carried to adjourn the meeting at 7:16 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 January 17, 2017, 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 ARTS AND CULTURE COMMISSION
REGULAR MEETING HELD ON THURSDAY, DECEMBER 08, 2016 AT 6:00 P.M. IN
RUGGLES ROOM 1, LOCATED AT 778 N. MAIN STREET, FLORENCE, AZ.**

1. CALL TO ORDER

Chair Cochran called the meeting to order at 6:00 p.m.

2. ROLL CALL:

Present: Cochran, Curran, Duncan, Rankin

Absent:

3. PLEDGE OF ALLEGIANCE

4. NEW BUSINESS

a. Discussion/Approval/Disapproval of Minutes from the November 17, 2016 Regular Meeting.

On motion by Commissioner Rankin, seconded by Commissioner Duncan, and carried to approve the November 17, 2016 regular meeting minutes with one correction.

b. Discussion and Review of the Community Arts Forum.

Liaison Bryan Hughes stated the Community Arts Forum went well. There were a total of 14 people that attended and provided great ideas for future programming. Liaison Hughes stated that the ideas written on the boards will be typed up by staff and will be given to the Commissioners for review.

Commissioner Curran asked if Parks and Recreation would like to be involved with the joint event for the Library's Open Mic Night. Chair Cochran mentioned that Cathy Adams had suggested possibly having a jam session for open mic. Commissioner Curran explained to the Commission what a Jam Session was, it's a group of people that just start playing their instrument, and there are no lyrics. Chair Cochran suggested having a jam session for open mic. Commissioner Curran mentioned it would be difficult as a jam session is not really planned, people just join in and play.

c. Discussion/Approval/Disapproval of the Program and Events.

Liaison Hughes thanked Commissioner Rankin for information from Mr. Mendoza, made a few changes to the budget. Suggested only charging instructor fee and have participants bring their own supplies. Commissioners Rankin and Duncan asked if there will be a problem getting supplies. Can't we offer purchasing the supplies from us? Liaison Hughes will look at that. Chair Cochran stated there are very specific supplies, some are hard to find at a reasonable price, it may be easier to have the instructor provide the supplies and have participants purchase it from him. Commissioner Rankin asked if the Town will be contacting Mr. Mendoza or what is expected of her. Liaison

Hughes stated that Staff will take over and will contact Mr. Mendoza from here on out and thanked Commissioner Rankin for doing most of the leg work.

Chair Cochran suggested a registration deadline with enough time to purchase supplies for Mr. Mendoza. Commissioner Rankin suggested Mr. Mendoza provide supplies for the Pastel Class. Chair Cochran stated if the instructor provides the fee for the class will have to be discounted to reflect the difference for the supplies. Chair Cochran suggested setting a minimum of participants that will cover the cost recovery because Mr. Mendoza will want the full price. Liaison Hughes stated that minimum should be 5 and maximum of 10 participants.

Discussion only; no action taken

d. Discussion/Approval/Disapproval of the Suter House Enrichment Academy and Related Expenditures.

Liaison Hughes stated that the IGA for the Suter House Enrichment Academy is being reviewed by the Town Attorney and the Town's Insurance provider. Liaison Hughes mentioned that there were a few tweaks made to the IGA, but Council will make a decision at the January 2, 2017 Council meeting. Liaison Hughes stated that he has done some research on furniture prices; the Town's procurement code has steps in getting the best deal. Commissioner Rankin stated that she has never seen a demonstration table with a mirror in real life. Liaison Hughes stated that if the Commission would like to hold off on the demonstration table we can put it on hold for now. Chair Cochran asked if the demonstration table can serve multiple purposes. Liaison Hughes replied that the demonstration table may also be used for cooking classes. Commissioner Duncan asked if the demonstration tables were to remain at the Suter House. Liaison Hughes stated that the demonstration tables will primarily be used and stored at the Suter House.

On motion by Commissioner Duncan, seconded by Chair Cochran, and carried to approve the Suter House Enrichment Academy and Related Expenditures.

e. Discussion of Upcoming Events.

Liaison Hughes stated that Pastel class is scheduled for January 19, 2017, Quick Draw will be on February 11, 2017 same day as the Historical Home Tour, drawing classes will be from February 16, 2017 thru February 23, 2017 and March 2, 2017. Chair Cochran asked if both Quick Draw and Pastel events/classes will be posted on the Town's website. Liaison Hughes stated that both will be posted on the Town's website and Facebook page.

Liaison Hughes announced that the Florence Town Council appointed Councilmember Bill Hawkins as the Arts and Culture Commission Council Liaison.

5. CALL TO THE PUBLIC/BOARD RESPONSE

Call to the Public for Comment is limited to issues within the jurisdiction of the Town of Florence Arts and Culture Commission. Individual commission

members may respond to criticism made by those commenting, may ask the staff liaison to review a matter raised, or may ask that a matter be placed on future agenda.

Ms. Ruth Harrison commented that the white fence at the Suter House needs to be repaired.

6. CALL TO THE COMMISSION

Commissioner Duncan announced that when her Commission expires she will not be re-applying. Chair Cochran thanked Commissioner Duncan for her time and input that she provided to the Arts and Culture Commissioner.

Commissioner Rankin expressed that she had a good time at the rodeo with the box horses that the participants created.

7. ADJOURNMENT

On motion by Commissioner Duncan, seconded by Chair Cochran, and carried to adjourn the meeting at 6:41 P.M.

Approved:


Jorganne Cochran, Chairman

Posted 10th day of February, 2017, by Maria Hernandez, Deputy Town Clerk, at 775 North Main Street and 1000 South Willow Street, Florence, Arizona 85132 and at www.florenceaz.gov.

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

REGULAR MEETING OF THE HISTORIC DISTRICT ADVISORY COMMISSION OF THE TOWN OF FLORENCE HELD WEDNESDAY, OCTOBER 26, 2016 AT 6:00 PM, IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.

CALL TO ORDER

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

ROLL CALL

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

PLEDGE OF ALLEGIANCE

Chairwoman Wheeler led the Pledge of Allegiance.

DISCUSSION/APPROVAL/DISAPPROVAL of the meeting minutes for the regular meeting conducted June 29, 2016, and September 28, 2016.

On motion of Chairwoman Wheeler, seconded by Commissioner Smith, and carried to approve the regular meeting minutes of June 29.

On motion of Commissioner Smith, seconded by Vice-Chairwoman Adam, and carried to approve the regular meeting minutes of September 28.

NEW BUSINESS

DISCUSSION/APPROVAL/DISAPPROVAL for a Sign Design Review application for Addison's custom apparel shop located at 360 North Main Street, Florence, Arizona 85132.

Will Randolph, Town Planner presented a request for a Sign Design Review application for a custom apparel shop located at 360 North Main Street, Florence, Arizona 85132.

HISTORY:

This small commercial building is an example of the early 20th Century Commercial (Neo-Classical Revival) style that incorporated stripped or stylized elements of classical architecture. The building is one of three structures built and owned by the early and successful regional movie-house mogul and later U.S. Marshal, George Mauk of Phoenix. Marshal Mauk built a

chain of movie houses in nine Central Arizona cities and towns, one of which was the First Isis Theatre, a portion of which was originally located on Main Street, Florence AZ. A fire in the 1920s destroyed half of the Main Street block, including this Isis Theatre and Marshal Mauk rebuilt these Florence properties. The building has served various uses since the 1940s, including local offices for several businesses.

BACKGROUND:

Addison's Custom Apparel Shop currently resides in this building that contributes to the pedestrian friendly, historic district, commercial area. The store provides retail, custom fitted and custom designed clothing for surrounding community organizations and shoppers along Main Street.

The intent of this application was to seek approval for signage along the front canopy of the property facing Main Street, the sides of the awning and suspended hanging signs above the sidewalk in front of the building.

ANALYSIS:

The owner has met with staff and submitted a Sign Design Review Application for wall signs to be placed on the front canopy of the building and suspended signs underneath the front canopy.

The applicant proposed to remove the "Addisons" sign and replace with a "Florence T-Shirt Shop" sign on the front canopy facing Main Street. The sides of the same canopy will also display "Florence T-Shirt Shop". The suspended signs will be separate suspended signs, with each stating "Custom T-Shirts", "Embroidery", "Screen Printing", and "Vinyl" signs.

The total front canopy length is 24 ft., the lettering dimensions will be 8 inches in height. The proposed suspended signs will consist of white letters on black painted 8 in. by 32 in. boards similar in size to the other suspended boards used along Main Street. Lettering material will consist of wood, type face "Cooper" and will be white in color contrasting with the black canopy background. The lettering will be attached to the canopy using metal rivets.

The sign has a historic style, is easy to read and a color comparison that is not intrusive or distracting. Staff also noted the awning signage area does not exceed the 200 sq. ft allowed for signage per the Town Development Code.

FINDINGS:

- Sign Design Review packet meet the Town Development Code.
- Historic District Preservation Design Guidelines were followed in the area of sign types and dimensions.
- Town of Florence Historic District Preservation Design Guidelines were not followed in the area of supported font types.

STAFF RECOMMENDATION:

Staff found that this request was in compliance with applicable Town codes and keeping with the character established within this area of the Historic District. Staff recommended to the Historic District Advisory Commission to approve the Signage Design Review application for PZ 16-66 DR, subject to the following conditions:

1. Signage should conform to the exhibits presented on October 26, 2016.
2. Signage should comply with all applicable Town codes, including all applicable building, fire and engineering codes.
3. The proposed signs will require a building permit from the Community Development Department.
4. Any additional conditions deemed necessary by the Historic District Advisory Commission.

On motion of Vice-Chairwoman Adam, seconded by Commissioner Smith, and carried to approve the Design Review application for Addison's custom apparel shop located at 360 North Main Street, Florence, Arizona 85132 with the stipulated staff recommendations.

Commissioners had various questions and staff answered sufficiently.

The applicant Rai Hankins addressed the commission by stating they will remove the portion of the sign that said " Florence " and keep the remaining portion as " T-Shirt Shop ".

Commissioner Reid had a question if the signage would be placed on both sides of the suspended signs and if it is considered one sign. Staff answered appropriately.

Commissioner Smith asked the applicant if the applicant put any thought in making the sign look older, the applicant stated she chose a historic looking font with a charcoal grey background color and light lettering.

Vice-Chairwoman Adam asked the applicant if she investigated other examples in Town such as the True-Value building and making sure her suspended signs are readable, and she is in favor for the signs if it would help her business. The applicant has not finalized the number of suspended signs she may have, which could change.

The applicant stated her business intent is to reveal to the community that her store makes custom t-shirts/apparel and is just not a thrift store. She reiterated many people in the Town are confused with what her store actually produces.

Commissioners had some various questions on what her new signs could possibly state, and had further recommendations. The applicant and her business said she was open to all naming ideas to improve her business. Staff reiterated the applicant has plenty of room to change her sign name as she chooses and the sign will meet Town Code sign requirements sufficiently.

DISCUSSION/PRESENTATION on proposed Main Street Cross-Walk Surface Improvements for Ruggles Street to Butte Avenue.

Gilbert Olgin, Senior Planner gave a presentation and update to the upcoming cross-walk street improvements to address pedestrian and equestrian concerns. The timeline is to tentatively complete the project before the Jr. Parada Rodeo. Further details were given by Gilbert Olgin in terms of project logistics and materials used, the project should take about one week to complete, and will create a safer environment based on the material used on the crosswalks.

Vice-Chairwoman Cathy Adams asked if staff will be doing a test procedure on one of the crosswalks before resurfacing them all.

Gilbert Olgin responded by stating he would have to coordinate with the Public Works Director if a testing procedure would take place. Mr. Olgin reiterated the goal of the project is to find a solution to the previous hazardous situations.

Vice-Chairwoman Adams addressed some additional concerns with project timing and if it will be in conjunction with the other streetscape projects. Staff did not have an exact answer but only knew the streetscape improvements are supposed to occur before the Jr. Parada Rodeo. Staff also acknowledged the commissioners concerns and could find out more relative information.

Commissioner Smith asked why the cross-street improvements might continue to have glass bead or slippery elements that creates the same problems as previously. Staff and commission then discussed the crosswalk improvements might have a different reflective surface and it is not exactly known.

STAFF REPORT

A. Acceptance of the 2016 award from the Arizona Chapter of the American Planning Association in the category of best distinguished historic plan/program or landmark for "The Ruiz Home Rehabilitation Project".

Senior Planner Gilbert Olgin gave a presentation regarding the Town receiving a historic preservation award which staff was involved in creating and implementing the project with SHPO and an outside consultant. Mr. Olgin discussed the project details, grant funding, and how all project entities came together to improve a senior citizen's home in Florence. Miss Ruiz was very grateful for the home improvements and it was a very rewarding project for the Town of Florence.

CALL TO THE PUBLIC/COMMISSION RESPONSE

Call to the Public for public comment on issues within the jurisdiction of the Historic District Advisory Commission. Individual Commission members may respond to

HDAC Meeting Minutes

October 26, 2016

Page 4 of 5

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

Ruth Harrison, Florence resident had a question for the possible reflective glass beads that will be used at the cross walk street improvements.

Miss Harrison also expressed concerns about the trimming of tree limbs near the Florence Police station and were not properly implemented. She suggested in the future to trim trees more appropriately and earlier to avoid future occurrences.

CALL TO THE COMMISSION-CURRENT EVENTS ONLY

Commissioner Reid had a question regarding the new light poles along Main Street and if they can accommodate the Town special event banners and how they may hold United States Flags that are usually placed on the poles.

Vice-Chairwoman Adam had a comment on the Ruiz property rehabilitation and Town staff's implementation of the tin roof as it adds to the character and element of the historic district.

ADJOURNMENT

On motion of Commissioner Reid, seconded by Commissioner Smith, Chairwoman Wheeler adjourned the meeting at 6:36 pm.

x Betty Wheeler
Betty Wheeler

1/25/17
Date

TOWN OF FLORENCE PARKS AND RECREATION ADVISORY BOARD

MINUTES FROM THE REGULAR MEETING HELD ON THURSDAY, OCTOBER 27, 2016 AT 6:00 P.M. IN RUGGLES ROOM 1, LOCATED AT 778 N. MAIN STREET, FLORENCE, AZ.

1. CALL TO ORDER

Vice-Chairman Fenstermaker called the meeting to order at 6:00 P.M.

2. ROLL CALL:

Present: Fenstermaker, Smith, Woolridge

Absent: Pinson, Smidt

3. NEW BUSINESS

a. Discussion/Approval/Disapproval of the September 22, 2016 meeting minutes.

On motion by Boardmember Smith, seconded by Boardmember Woolridge, and carried to approve the September 22, 2016 Advisory Board meeting minutes.

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

Liaison Bryan Hughes updated the Board about the Teen Leadership and Programming for Fiscal Year 2017. Liaison Hughes stated that after the Fall break, teens will start having their meetings at the Florence High School. Liaison Hughes expressed that having the Teens meet on the High school campus will hopefully get more exposure to the program and possibly increase participation.

Liaison Hughes informed the Board of events and trips that the Teens have participated in. The Teens recently went to the AZ Mills Mall to watch a movie, participated at the first G.A.I.N. event that was sponsored by the Florence Police Department. The Teens also participated at the Tempe Special needs Halloween party. Upcoming events the Teens will participate in are The Holiday Hoedown with the Senior Center.

c. Update on 150th Anniversary Ad Hoc Committee and Upcoming Special Events (Bryan Hughes)

Liaison Hughes updated the board on upcoming Special Events. Liaison Hughes stated that last year's Junior Parada parade had 30 entries and is hopeful we get at least 50 entries this year. Member Smith asked if the Pony Express was going to come down Main Street. Liaison Hughes stated he wasn't sure, but it was probable they would not be going down Main Street.

Liaison Hughes stated that at the beginning of the 150th Ad-Hoc Committee meetings, there was a lot of enthusiasm, and at this point it had died down. Liaison Hughes stated most of the Sponsorship monies received have been allocated to the New Year's Eve Block Party.

d. Discussion and Review of Park/Open Space/Community Services Projects the Fiscal Year 2016-2017 Capital Improvement Plan (Bryan Hughes)

Liaison Hughes discussed future Town projects that were listed in the packets he provided the Boardmembers. Liaison Hughes stated that in 2007 the Town Council approved the Parks and Recreation Master Plan and incorporated it in the General Plan. The General Plan should be updated every 10 years. Liaison Hughes stated that the plan that is in place now is good, but needs to be updated.

Liaison Hughes mentioned he would like to see a new Fitness/Recreation Center built by 2021, but Heritage Park needs a lot of improvements. Liaison Hughes mentioned that the Parks and Recreation Dept. will pursue available grants for projects. Other improvements include updating the lighting at the dog park, possible get pre-fabricated building for restrooms at Jaques Square.

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

Liaison Hughes stated that the public outreach for recreation programming is still a working process. Staff always has informational booths at Town events and most recently have participated in non-Town events. Liaison Hughes will update the board at the next meeting.

4. STAFF REPORTS

a. Parks and Recreation Director (Bryan Hughes)

Liaison Hughes reminded the board of upcoming lectures that were being presented by AZ Humanities at the Community Center. Some of the lectures include Riding with the Duke, Arizona's Unsolved Mysteries, Arizona Ghost Town, and Star gazing over the Years.

Liaison Hughes stated that over seeding was done, but Park Maintenance did not over seed ballfields or soccer fields.

Liaison Hughes stated that the final walk through Low Mountain was done.

5. CALL TO THE PUBLIC/BOARD RESPONSE

CALL TO THE PUBLIC FOR PUBLIC COMMENT ON ISSUES WITHIN THE JURISDICTION OF THE TOWN OF FLORENCE PARKS AND RECREATION ADVISORY BOARD. COUNCIL RULES LIMIT PUBLIC COMMENT TO THREE MINUTES. INDIVIDUAL MEMBERS MAY RESPOND TO CRITICISM MADE BY

THOSE COMMENTING, MAY ASK STAFF TO REVIEW A MATTER RAISED OR MAY ASK THAT A MATTER BE PUT ON A FUTURE AGENDA. HOWEVER, MEMBERS SHALL NOT DISCUSS OR TAKE ACTION ON ANY MATTER DURING AN OPEN CALL TO THE PUBLIC UNLESS THE MATTERS ARE PROPERLY NOTICED FOR DISCUSSION AND LEGAL ACTION.

6. CALL TO THE BOARD


Vice-Chair Fenstermaker expressed concerns about the grounds keeping at the Adamsville Cemetery. Vice-Chair Fenstermaker mentioned that head stones were leaning or removed, some railings have been removed as well. Vice-Chair Fenstermaker would like to see trails for "F" Mountain, and have a tram to take people from Anthem and Florence. Vice-Chair Fenstermaker suggested the Town look into using solar panels to heat the pool instead of using gas.

7. ADJOURNMENT

On motion by Boardmember Smith, seconded by Boardmember Woolridge, and carried to adjourn the meeting at 6:36 P.M.

Approved:


Linda Fenstermaker, Vice-Chair

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8a.
MEETING DATE: February 21, 2017 DEPARTMENT: Community Development STAFF PRESENTER: Mark Eckhoff, AICP Community Development Director SUBJECT: Direction on entering into a Development Agreement with Artisan Acres, LLC (RE: Proposed Windmill Winery Expansion)		<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 directing staff to commence Development Agreement (DA) negotiations with Artisan Acres, LLC and other associated parties seeking to enter into a DA with the Town of Florence in order to facilitate the proposed expansion of the Windmill Winery project in Florence, Arizona.

BACKGROUND/DISCUSSION:

OVERVIEW:

Florence Artisan Acres, LLC, a group of investors that includes the property owner of the Windmill Winery in Florence, Arizona, have previously had General Plan Amendment and Rezoning applications approved for the subject forty-acre site, which is located within the well-known Territory Square Master Plan, to accommodate the expansion of the Windmill Winery development. This group is interested in expanding the energy and success of the Windmill Winery project to this subject site with planned complementary facilities. The expansion area is located across from the existing Windmill Winery at the southeast corner of Butte Avenue and Plant Road.

The proposed development considered under this DA request will be within the West End Land Use Group (LUG) of the Territory Square Master Plan. The proposed visual character of the development will directly align with the general character defined in the West End LUG, e.g., “a mixed-use environment that includes a diversity of density from farm fields to retail and commercial development. This location, near a potential freeway corridor, provides an opportunity to integrate agrarian themes with a more urban form”.

Long-term, the specific uses being considered for this property also align directly with those uses allowed under the West End LUG including; residential, commercial,

specialty retail, restaurant, mixed-use buildings, and a small inn with associated casitas. An RV use (limited/ short term only related to events) is also proposed as an accessory use within the West End LUG. Unlike a formal setting with buildings organized along street fronts, these buildings and developments are envisioned to sit within the landscape in a less formal manner. The proposed DA would apply to the owner's 40 acre property, but the immediate development focus is on approximately 16 acres located immediately south of the existing Windmill Winery facility.

PHASING:

The planned project is envisioned to occur in a series of phases. As noted, Phase One is the primary focus point for development at this time. Phase One, located close to the southeast corner of Butte Avenue and Plant Road, consists of improvements on the first 16 of 40 acres to be developed. This portion of the project will be developed across from the existing Windmill Winery facilities in order to maximize the synergy and range of uses that occur on that adjacent site today. This first phase of the project consists of an event center, boutique hotel and bridal suite, as well as all associated site improvements.

Though subject to change, the next project phases might seek to expand the event center with a possible restaurant and brewery, expand the number of guest casitas, consider an expansion of the boutique hotel, and possibly add additional retail buildings that would be oriented towards unique artisan crafts. All buildings and site improvements are planned to be designed within the character and vernacular of the existing Windmill Winery. The event center is envisioned to look and feel like an old Cotton Gin building. The casitas and other future buildings would be designed to capture that same feel that helps to celebrate the agrarian history of Florence.

With a total land area of 40 acres, the possibilities for the future phases are quite open at this time, but uses will be consistent with the Territory Square Master Plan and the thematic components would be extended regardless of land uses.

BUILDINGS:

The architecture of the Windmill Event Center 9,500-10,000 square foot building was designed considering the general character/use of the West End LUG of the Territory Square Zoning District. The Windmill Event Center will be a large agrarian-themed single-story building designed for the purpose of hosting a variety of events. The scale, form, materials and visual character represent the very best examples of a working cotton gin. The exterior façade will be treated with the metal panels from an actual salvaged cotton gin from Coolidge. Outside ornamental features include artisan rustic industrial outdoor sconce lamps. Wall materials include stone walls, vertical metal siding, horizontal wood siding, and corrugated metal roofing.

The 14,900-15,500 square foot Windmill Inn will play off the Cotton Gin architectural theme with the inclusion of some metal paneling along the base of the building. A central gable roof form, standing seam metal roofing material, expansive front porch, smaller windows, dormers, shiplap horizontal siding and associated details will give this building a dominant agrarian feel which will compliment both the Cotton Gin and the existing Windmill Winery facilities. Outside ornamental features will include artisan

rustic industrial outdoor sconce lamps. Wall materials include stone walls, vertical metal siding, horizontal wood siding and corrugated metal roofing.

The 700-800 square feet Bridal Cottage, while smaller in size and stature, will follow the design of the Windmill Event Center and Winery Inn and will express the agrarian and ranch themes through a residential manner. Again, ornamental features will include artisan rustic industrial outdoor sconce lamps, stone walls, vertical metal siding, horizontal wood siding and corrugated metal roofing.

ACCESS/CIRCULATION:

Vehicular ingress/egress into the site will be provided off of Butte Avenue and Plant Road with a minimum of three access points. The Phase One access points from each frontage have been thoughtfully planned based on engineering standards and the locations of opposing driveways. Right-of-way will be dedicated for each adjacent frontage, but major roadway improvements are proposed to be phased in. This phasing, specifically project triggers that would cause for improvements to be completed will be a key discussion point for the Development Agreement.

The parking space requirement per Town Codes for all of the uses currently identified in Phase One is 85 spaces. The current DR application shows that this minimum will be exceeded. At least 104 spaces are proposed and this will include required accessible parking spaces and oversized parking spaces. Additional parking areas will be added as new buildings are added.

All of the parking areas and buildings are connected with a system of private roadways, fire lanes and pedestrian pathways. Some internal roadways and parking areas will use alternative materials to help maintain an agrarian appearance. Pedestrians will be able to access the project off of Butte Avenue. On-site pedestrian circulation will be enhanced to allow for people to move around the site safely. In addition, accommodations will be made to safely cross Butte Avenue to the existing Windmill Winery facility. Alternative materials and the crosswalk are items that will be discussed more during the Development Agreement process.

GRADING AND DRAINAGE:

Grading and retention will be done in accordance with Town codes and the subject site will have primary retention basins, at least for Phase One, along the project frontages and the southwest portion of the Phase One site. Surface retention basins will include attractive landscaping to aid in the appeal of the property to the surrounding users and traffic along adjacent roadways.

LANDSCAPING:

Phase One and all future phases will be improved with the addition of well-manicured landscaping. The landscape theme will be consistent with the West End LUG and the existing Windmill Winery site. Plus, all landscaping and irrigation will meet minimum Town Codes. Several plaza and gathering areas are planned around the site for active programming and passive enjoyment. Landscaping will help to soften hardscape areas and buffer the adjacent roadways. Development Agreement discussions will explore

the possibility of adding complimentary landscaping along the frontage of the Town's Wastewater Treatment Facility (WWTF).

WATER/SEWER:

The project will connect to the Town's water and wastewater systems. It appears that Phase One can be served by the Town's current system, but full engineering plans are still subject to the applicable reviews and approvals. The phasing of infrastructure for future phases, as well as the possibility of a sewer dump station, will be discussed as part of the DA negotiations.

In regards to the Town's WWTF, the owners are also granting an easement to the Town that addresses any potential impacts of the existing and expanded WWTF (a requirement of zoning and also an item to be discussed in the Development Agreement).

SIGNAGE:

A Comprehensive Sign Plan will be provided for this project and be subject to the review and approval of the Planning and Zoning Commission.

DEVELOPMENT:

Concurrent with the filing of this application, the Town is working with the project team on their Design Review application and initial engineering plans. The development team is anxious to commence with the submittal of full construction plans for Phase One. It is desirable to advance with Development Agreement negotiations as quickly as possible so that a Development Agreement can be presented for Council's review and hopeful approval in advance of vertical construction on this site (some permitted grading and utility work could precede this timeframe). As suggested, the development schedule for this project is very ambitious, but obtainable, particularly since the services of Nu-Trend Architectural Services (current consultant to the Town) are anticipated to facilitate this project (another Development Agreement negotiation item).

This report addressed some topics to be discussed during the negotiations of the Development Agreement (phasing, roadways, alternative materials, crosswalk, expedite reviews, etc.). The applicant's application provide with this report addresses some addition points. Overall, staff is inclined to believe that successful negotiations can occur if given such direction.

FINANCIAL IMPACT:

There is not a direct fiscal impact to commence DA negotiations, other than staff time, which is off-set, at least partially, by the DA application fee. The final fiscal impact of this agreement will be discussed when the DA is presented to Town Council for action.

RECOMMENDATION:

Motion directing staff to commence Development Agreement negotiations with Artisan Acres, LLC, and other associated parties seeking to enter into a Development

Agreement with the Town of Florence in order to facilitate the proposed expansion of the Windmill Winery project in Florence, Arizona.

ATTACHMENTS:

Development Agreement Application

Legal description and map

Project site plan and elevations (Current Phase One Design Review*)

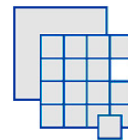
*Plans under review and subject to modifications

Florence Artisan Acres, LLC
Development Agreement Application

December 2016

Amended: January 2017

Submitted by:



Pew & Lake, P.L.C.
Real Estate and Land Use Attorneys

W. Ralph Pew
1744 S. Val Vista Drive, Suite 217
Mesa, AZ 85204
Phone: (480) 461-4670
Email: ralph.pew@pewandlake.com

On behalf of:

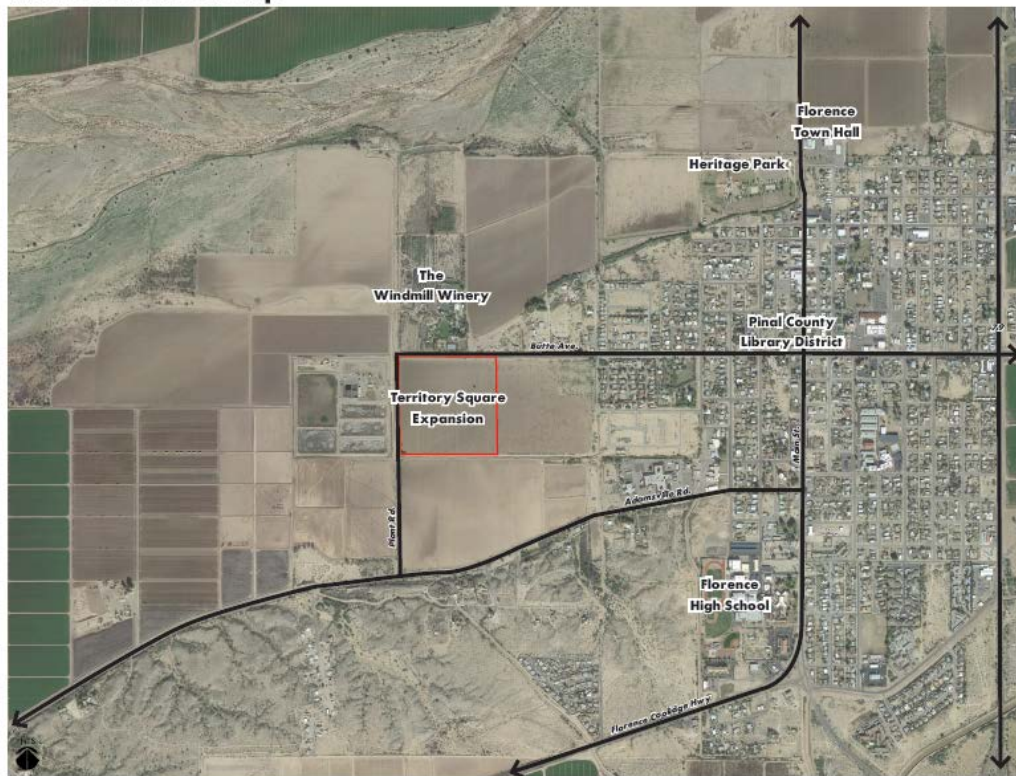
Harold Christ
Florence Artisan Acres, LLC

Introduction

Pew and Lake PLC, on behalf of Florence Artisan Acres, LLC, is pleased to submit this application for a Development Agreement pertaining to the 40 acres located at the southeast corner of Plant Road and Butte Avenue (Pinal County APN: 202-05-001C), commonly referred to as the Territory Square Expansion.

Figure 1. Project Site Vicinity Map

1a. Reference Map



Town Council recently approved a Minor General Plan (PZ 16-49 GP), Rezoning (PZ 16-50 ZC) and Text Amendment (PZ16-51 ORD) in association with this project at its September 6, 2016 meeting. Associated documents for these approvals are on file at the Town.

The purpose of this formal application is for the Town Council consideration of a Development Agreement to bring to fruition the development of the Territory Square Expansion as envisioned by the approved land entitlements. Previously, the Town and Developer have had informal discussions regarding items for consideration to be included in a Development Agreement. The filing of this application will provide for the finalizing of the details and business points into a Development Agreement that can be approved and executed by the Town and Landowner/Developer.

RELEVANT QUESTIONS FOR CONSIDERATION

A. Why does the applicant want to enter into a Development Agreement with the Town?

The principal reason is to reach agreement with the Town on the development standards that will be applicable to the "Territory Square Expansion" (TSE), and to allow the owner flexibility of design to preserve the quaint, inviting, rustic and rural environment consistent with the Windmill Winery that will attract guests/tourist to stay in Florence, rather than simply pass through to visit. The owner recognizes and understands that essential health/safety development requirements must be preserved, and proposes this Development Agreement to strike a balance between creating a cohesive grouping of attractions that will capture the attention and investments of guests to enjoy, and stay longer in Florence and patronize both the Windmill Winery and the Territory Square Expansion.

B. What does the Owner want the Town to do?

The owner respectfully requests that the Town agree to facilitate the successful evolution and development maturation of the TSE by recognizing the importance of preserving the rural, agrarian, and historic nature and elements of the TSE, by allowing the following modification to the typical urban Town Code development and improvement standards:

- 1) Town has hired a staff member to review building fire and safety permit plans and to perform inspections for the first phase of the TSE on an expedited basis and Owner will pay to the Town the standard fees for plan check/review and inspections.
- 2) Development standard recognition by the Town that water and sewer lines/systems have adequate capacity to service the proposed first phase of the TSE, constituting approximately 8 acres, 3 buildings and associated site improvements. The Owner will not be responsible to upgrade or oversize the existing utility delivery systems for the first phase of the TSE.
- 3) Allow future phasing of utility infrastructure for the TSE, based upon review and approval by the Town of projections and modeling analysis provided by Owner's engineer addressing with Life/Safety issues.
- 4) Town to allow alternative surfacing materials to accommodate equestrian and rural atmosphere uses consistent with existing zoning, based upon confirmation from Owner's consultants that such alternative surfacing material(s) satisfy the Town's Fire and Building Safety Code and applicable American with Disabilities Act requirements.
- 5) Understanding by the Town that if, and when, effluent discharge water is available at the site, the Town, in its sole and absolute discretion, will consider discussing with the Owner the usage of a portion of such effluent on the site.

- 6) In Phase 1, the Town will cooperate with the Owner to design an at-grade pedestrian crosswalk on Butte within the TSE frontage that is consistent with generally accepted traffic design criteria for public safety purposes.
- 7) Agree to a height allowance of sixty (60) feet on commercial uses, consistent with current zoning, including the first phase cotton gin (multi-purpose building) and hotel.
- 8) Town to allow owner to construct a recreational vehicle sewer drainage line from the property to the Town's adjacent wastewater facility for use by the visitors staying temporarily in the visitor's recreational vehicle portion of the TSE. Construction of this sewer drainage line shall be executed pursuant to a building permit issued by the Town consistent with Town utility building code requirements. Town will not charge a fee to the Owner for its visitor's using the sewer drainage line.
- 9) Town to review and approve a traffic analysis demonstrating that street lights, deceleration lanes and other roadway improvements in the right of way are not required by the Town on Butte and Plant Roads in the development of Phase 1 of the TSE. Based on completed traffic study, the Town will not require any roadway expansion in Phase 1. During the course of construction for Phase 1 of the TSE, Owner will submit to the Town projections, modeling and economic studies demonstrating to the Town the economic benefit to the Town of the future phases of the TSE. Town will meet and confer with Owner regarding future offsite improvements and if a cost sharing arrangement between the Town and Owner is justified to complete such improvements in future phases of the project.
- 10) Town to plan for the improvement of the aesthetic appearance of Butte Road, from Main Street to the eastern boundary of the TSE site by taking such action as may be appropriate, including the possibility of adopting a zoning abatement ordinance, enabling the Town to initiate the abatement of dilapidated structures, removal of non-compliant improvements/landscaping and bringing properties on Butte Road into compliance with Town zoning and maintenance standards.
- 11) Town will maintain and improve as necessary (to comply with all state and federal standards) the odor mitigation techniques or measures currently used at the Town Wastewater Facility adjacent to the TSE.
- 12) Town will allow Owner to pay half of Town's development impact fees at issuance of building permits and half at the time of certificate of occupancy, during the course of construction of the project phases.
- 13) Agree to a 10 to 15 year duration of the development agreement to allow time to complete the anticipated phases of the project.
- 14) Town to agree to the issuance of one building permit and multiple certificates of occupancy for each phase of the TSE.
- 15) Town to install and maintain the landscaping adjacent to the Town's wastewater facility based upon landscape design plans and materials (trees, plants and shrubs) provided by the Owner.

C. What will the Owner do?

- 1) Develop, improve, manage and operate an innovative/creative community-style amenity and attraction that will compliment and be harmonious with the Windmill Winery. The TSE will promote classical, rural artisans, vendors, retail uses, entertainment and hospitality uses, that when built and operated in the style of old-town Florence will provide the Town with a genuine and sustainable venue that will attract a tourist population and hospitality dollars for the Town.
- 2) Pay all the standard Town fees for plan review and inspections.
- 3) Provide, at Owner's cost, civil engineering studies and analysis, confirming the adequacy of the water and sewer lines that currently serve the site and as may be required for future phases of development
- 4) Execute and deliver to the Town an easement for the benefit of the Town, and drafted in the form and content satisfactory to both the Town and Owner that will function as an Owner's consent and non-objection to and recognition of the existing/adjacent Town Wastewater Facility and its potential expansion.
- 5) Dedicate to the Town the required additional rights-of-way on Butte and Plant Roads, adjacent to the project.
- 6) Provide landscape plans, materials, specifically plants, shrubs and trees required by the Town, to create an aesthetic buffer around the wastewater treatment facility.
- 7) Pay all Town required development impact fees as each phase of the TSE project is built/completed, half at the time of issuance of the respective building permit and half at the time of issuance of a certificate of occupancy for each structure or site improvement within each phase.
- 8) Work with the Town to create a realistic timeline for the commencement and completion of the various phases of the project infrastructure and facilities.

D. Why should the Town Council approve this proposed Development Agreement?

- 1) Development of this multi-purpose hospitality type use is expected to have a nationwide draw for people to visit Florence and spend time and money in our Town.
- 2) This is a development that is consistent with the heritage and old-style ambiance of Florence, and rural Pinal County.
- 3) Accommodates the development of a complimentary and concomitant use with the Windmill Winery.
- 4) The development of this project does not require any economic stimulus or incentive that would adversely impact the Town's budget and financial condition

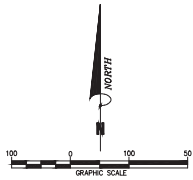
Conclusion

Other requested documents to process this application for Development Agreement approval include the ALTA Survey and Title Report (*Exhibit A*) and the addresses of property owners within 300 feet of the project (*Exhibit B*). The Developer looks forward to working with the Town on this Development Agreement request, and ultimately the successful build out of Territory Square Expansion.

Attachments

Exhibit A: ALTA Survey and Title Report

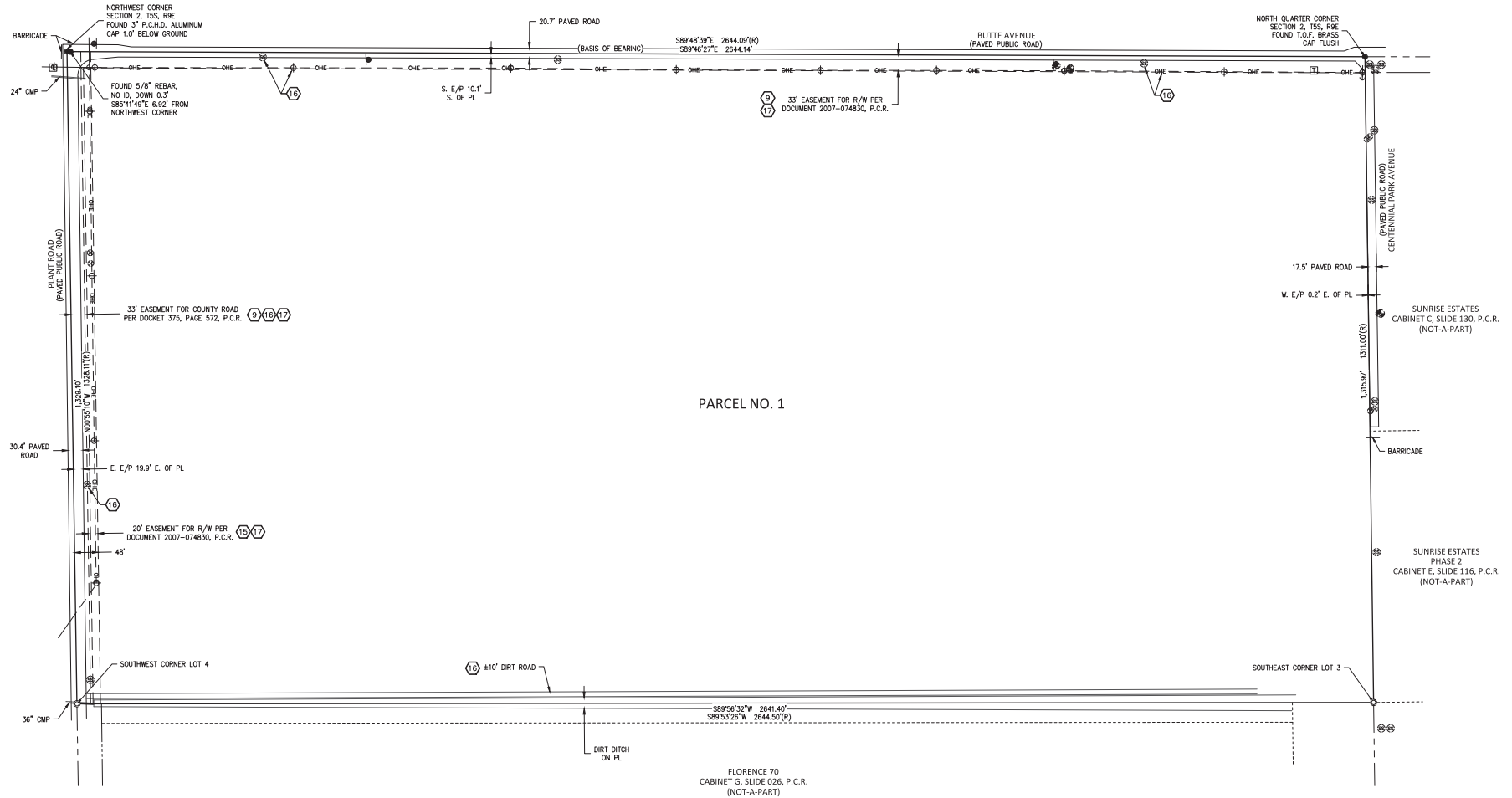
Exhibit B: Public Notification Map and Addresses



- FOUND BRASS CAP AS NOTED
- FOUND SURVEY MONUMENT AS NOTED
- PROPERTY CORNER TO BE SET
1/2" REBAR W/CAP & TAG RLS 55030
- ⊕ POWER POLE
- ← DOUBLE DOWN GUY
- ⊖ DOWN GUY
- ⊕ POWER POLE/LIGHT POLE
- ⊕ FIRE HYDRANT

- LEGEND**
- ⊕ WATER VALVE
 - ⊕ SEWER MANHOLE
 - ⊕ TELEPHONE MANHOLE
 - ⊕ TELEPHONE JUNCTION BOX
 - ⊕ SIGN
 - ⊕ SCHEDULE "B" ITEM #
 - PL PROPERTY LINE
 - R/W RIGHT OF WAY
 - P.C.R. PINAL COUNTY RECORDS

- CMP CORRUGATED METAL PIPE
- RLS REGISTERED LAND SURVEYOR
- E/P EDGE OF PAVEMENT
- SUBJECT PROPERTY
- - - SECTION LINE
- CENTER LINE
- - - PARCEL LINE
- - - EASEMENT LINE
- - - OVERHEAD ELECTRIC LINE



Bowman CONSULTING
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 2804 W. Washington Street, 1700
 Tempe, AZ 85281
 Phone: (480) 839-8844
 Fax: (480) 839-8844
 www.bowmanconsulting.com



ALTA/ACSM LAND TITLE SURVEY
SEC PLANT ROAD & BUTTE AVENUE
FLORENCE, ARIZONA

DATE	REVISION

DATE: 8/19/14
 PROJ NO: 650057-01
 TASK NAME: 001
 DRAWN BY: AD
 CHECKED: DT
 QUALITY: DT
 CLIENT NO:
 SCALE:
 1" = 100'
 3 OF 3

INFORMATION

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.



COMMITMENT FOR TITLE INSURANCE

ISSUED BY

First American Title Insurance Company
through its Division

First American Title Insurance Company

TABLE OF CONTENTS

AGREEMENT TO ISSUE POLICY on the following page

COMMITMENT DATE Schedule A (Page 1)

POLICIES TO BE ISSUED, AMOUNTS AND PROPOSED INSURED Schedule A (Page 1)

INTEREST IN THE LAND Schedule A (Exhibit A)

DESCRIPTION OF THE LANDon the following page

EXCEPTIONS - PART ONE Schedule B (inside)

EXCEPTIONS - PART TWO Schedule B (inside)

REQUIREMENTS (Standard) on the third page

REQUIREMENTS (Continued)Requirements (inside)

CONDITIONS on the third page

YOU SHOULD READ THE COMMITMENT VERY CAREFULLY

If you have any questions about the Commitment, contact:

First American Title Insurance Company National Commercial Services
2425 E. Camelback Road, Suite 300, Phoenix, AZ 85016

AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under the Commitment is limited by the following:

**The Provisions in Schedule A
The Requirements
The Exceptions in Schedule B - Parts 1 and 2
The Conditions**

This Commitment is not valid without SCHEDULE A and Parts 1 and 2 of SCHEDULE B.

SCHEDULE B - EXCEPTIONS

Any Policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

Part One: (for use with 2006 ALTA policies)

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests or claims that are not shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

Part One: (for use with 1992 and prior ALTA policies)

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the aforementioned matters excepted are shown by the public records.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

Part One of Schedule B will be eliminated from any A.L.T.A. Extended Coverage Policy, A.L.T.A. Plain Language Policy and policies with EAGLE Protection added. However, the same or similar exception may be made in Schedule B of those policies in conformity with Schedule B, Part Two of this Commitment.

**REQUIREMENTS
(Standard)**

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (d) You must tell us in writing the name of anyone not referred to in this commitment who will get interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

(Continued on Requirements Page)

CONDITIONS

1. DEFINITIONS

- (a) "Mortgage" means mortgage, deed of trust or other security instrument.
- (b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. LATER DEFECTS

The Exceptions in Schedule B may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements

or

eliminate with our written consent any Exceptions shown in Schedule B

We shall not be liable for more than the Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claims, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms

**First American Title
Insurance Company
National Commercial
Services**



**The First American
Corporation**

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from public records or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our web site at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial services providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products and services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**First American Title Insurance Company
National Commercial Services**

SCHEDULE A

Fourth Amended

ESCROW/CLOSING INQUIRIES should be directed to your Escrow Officer: **Tom Anzaldua at (602)567-8100**

Effective Date: **October 5, 2016** at 7:30 a.m.

1. Policy or (Policies) to be issued:

ALTA 2006 Extended Owner's Policy for \$525,000.00

Proposed Insured:

Red Rock Property Investments, LLC, an Arizona limited liability company

2. The estate or interest in the land described or referred to in this commitment and covered herein is fee simple and title thereto is at the effective date hereof vested in:

Merrill Property Division Trust, LLC, a Delaware limited liability company as to that portion lying in Lot 3 and Parcel 2 and Florence Artisan Acres, LLC, a Delaware limited liability company as to that portion lying in Lot 4

3. Title to the estate or interest in the land upon issuance of the policy shall be vested in:

Red Rock Property Investments, LLC, an Arizona limited liability company

4. The land referred to in this Commitment is located in Pinal County, AZ and is described as:

SEE EXHIBIT "A" ATTACHED HEREIN

Title officer: Mike S. Jones @ (602)567-8149/msjones@firstam.com.

Pages 1 through 5 of this document consist of the Title Insurance Commitment contract and our Privacy Policy.

EXHIBIT "A"

PARCEL NO. 1:

LOTS 3 AND 4 OF SECTION 2, TOWNSHIP 5 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 2 AND ALSO DESCRIBED AS THE NORTHWEST CORNER OF LOT 4;

THENCE SOUTH 89 DEGREES 48 MINUTES 39 SECONDS EAST APPROXIMATELY 2,644.09 FEET AND THEN SOUTHERLY ALONG THE EASTERN BOUNDARY OF LOT 3 APPROXIMATELY 1,311.00 FEET AND

THENCE WEST ALONG A LINE DESCRIBED AS NORTH 89 DEGREES 53 MINUTES 26 SECONDS APPROXIMATELY 2,644.5 FEET TO THE SOUTHWEST CORNER OF LOT 4;

THENCE NORTHERLY ALONG A LINE DESCRIBED AS NORTH 00 DEGREES 55 MINUTES 10 SECONDS WEST APPROXIMATELY 1,328.11 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 2:

ALL THAT PORTION OF BUSH STREET VACATED BY THE TOWN OF FLORENCE BY ORDINANCE NO. 590, REGULARLY ADOPTED JANUARY 15, 1958, AND OF RECORD IN THE OFFICE OF THE RECORDER OF PINAL COUNTY RECORDED IN DOCKET 194, AT PAGE 542, AND PARTICULARLY DESCRIBED AS THE WEST HALF OF SUCH VACATED PORTION LYING BETWEEN THE SOUTH LINE OF 18TH STREET (IDENTICAL WITH THE NORTH LINE EXTENDED OF BLOCK 11, WESTERN ADDITION), AND THE SOUTH LINE OF WESTERN ADDITION TO TOWN OF FLORENCE, ARIZONA, ACCORDING TO THE PLAT FILED AND RECORDED IN THE OFFICE OF THE PINAL COUNTY RECORDER IN BOOK 3 OF MISCELLANEOUS RECORDS, PAGE 446 THEREOF.

**First American Title Insurance Company
National Commercial Services**

**SCHEDULE B
Fourth Amended**

PART TWO:

1. Second installment of 2016 taxes, a lien, payable on or before March 1, 2017, and delinquent May 1, 2017.
2. Any charge upon said land by reason of its inclusion in Central Arizona Water Conservation District. (All assessments due and payable are paid.)
3. Any charge upon said land by reason of its inclusion in San Carlos Irrigation and Drainage District. (All assessments due and payable are paid.)
4. Any charge upon said land by reason of its inclusion in Central Arizona Groundwater Replenishment District. (All assessments due and payable are paid.)
5. Any charge upon said land by reason of its inclusion in Merrill Ranch Community Facilities District No. 1. (All assessments due and payable are paid.)
6. Reservations or Exceptions in Patents, or in Acts authorizing the issuance thereof.
7. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Western Addition to Town of Florence, as recorded in Plat Book 3 of Miscellaneous, Page(s) 446, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

(Affects Parcel No. 2)
8. All matters as set forth in Ordinance No. 590, recorded January 20, 1958 as Docket 194, Page 542.

(Affects Parcel No. 2)
9. Certification by the Board of Supervisors of Pinal County, Arizona recorded February 21, 1964 as Docket 375, Page 572, purporting to establish a county roadway.
10. An easement for pipeline and incidental purposes in the document recorded as Docket 803, Page 593.

(Affects Parcel No. 2)
11. An easement for canal crossing and incidental purposes in the document recorded as Docket 803, Page 595.

(Affects Parcel No. 2)

12. The terms and provisions contained in the document entitled "Royalty Deed and Agreement" recorded July 07, 1992 as Docket 1837, Page 879.
13. The terms and provisions contained in the document entitled "Net Profits Royalty Deed" recorded December 07, 2001 as 2001-056458 of Official Records.
14. This item has been intentionally deleted.
15. An easement for right-of-way and incidental purposes in the document recorded as 2007-074830 of Official Records.

(Affects Parcel No. 1)

16. All matters as set forth in ALTA/ACSM Survey, recorded as Book 23 of Surveys, Page 31.

(Affects Parcel No. 1)

17. All matters as set forth in Result of Survey, recorded as 2009-052552 of Official Records.

(Affects Parcel No. 2)

18. The rights or claims of title, if any, by the State of Arizona to any portion of the property described in Schedule A being located in the bed of any river or dry wash.
19. This item has been intentionally deleted.
20. This item has been intentionally deleted.
21. Water rights, claims or title to water, whether or not shown by the public records.

End of Schedule B

**First American Title Insurance Company
National Commercial Services**

Fourth Amended

REQUIREMENTS:

1. Compliance with A.R.S. 11-480 relative to all documents to be recorded in connection herewith. See note at end of this section for details.
2. Pay first half of 2016 taxes.

NOTE: Taxes are assessed in the total amount of \$8,461.40 for the year 2016 under Assessor's Parcel No. 202-05-001C 4.

(Affects Parcel No. 1)

NOTE: Taxes are assessed in the total amount of \$8,419.22 for the year 2016 under Assessor's Parcel No. 202-05-001D 2.

(Affects Parcel No. 1)

NOTE: Taxes are assessed in the total amount of \$12.34 for the year 2016 under Assessor's Parcel No. 202-07-1060 0.

(Affects Parcel No. 2)

3. Payment in full of all assessments, late charges, transfer fees, and any other amounts due San Carlos Irrigation and Drainage District.
4. Payment in full of all assessments, late charges, transfer fees, and any other amounts due Merrill Ranch Community Facilities District No. 1.
5. Record partial release and reconveyance of a Deed of Trust securing an original indebtedness in the amount of \$1,350,000.00, recorded January 16, 2003 as 2003-003156 of Official Records.
Dated: January 09, 2003
Trustor: Florence Copper, Inc, a Delaware corporation
Trustee: First American Title Insurance Company
Beneficiary: GDA Investment, Ltd., a Florida limited partnership; Mary Therese Doan, trustee under the Mary Therese Doan Revocable Trust Agreement dated December 22, 1993 and Thomas W. Staed and Barbara Staed, husband and wife

REQUIREMENT SATISFIED

6. Record partial release and reconveyance of a Deed of Trust securing an original indebtedness in the amount of \$2,000,000.00, recorded May 01, 2003 as 2003-028480 of Official Records.
- Dated: May 01, 2003
- Trustor: Florence Copper, Inc., a Delaware corporation
- Trustee: First American Title Insurance Company
- Beneficiary: GDA Investment, Ltd., a Florida limited partnership; Mary Therese Doan, trustee under the Mary Therese Doan Revocable Trust Agreement dated December 22, 1993 and Thomas W. Staed and Barbara Staed, husband and wife

REQUIREMENT SATISFIED

7. Furnish Plat of Survey of the subject property by a Registered Land Surveyor in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys" which became effective February 23, 2011. Said Plat of survey shall include the required certification and, at a minimum, also have shown thereon Items 1, 8, 11(b), 16, 17, 20(a), and 20(b) from Table A thereof. If zoning assurances are requested, Items 7(a), 7(b), 7(c) and 9 from Table A and information regarding the usage of the property must be included.

NOTE: If a Zoning Endorsement is requested, Items 7(a), 7(b) and 7(c) of Table A will also be required. If "parking" is to be added to the endorsement, the number and type of parking spaces must be shown on the survey. Property use information must also be provided to First American Title Insurance Company.

REQUIREMENT SATISFIED

8. Furnish copies of any existing leases affecting the within described property and insertion of said leases in Schedule B of the Policy of Title Insurance.
9. Furnish a copy of the Articles of Organization or other pertinent formation documents duly processed by the regulatory body of Delaware, a fully executed copy of the Operating Agreement, and any amendments thereto; and a list of the current members of Merrill Property Division Trust, LLC, a limited liability company.
10. Record Warranty Deed from Merrill Property Division Trust, LLC, a Delaware limited liability company and Florence Artisan Acres, LLC, a Delaware limited liability company to Buyer(s).

Said Deed will complete the consummation of an unrecorded Purchase Contract as disclosed by a Memorandum thereof recorded as 2014-073832 of Official Records.

NOTE: If this will be other than a Cash Transaction, notify the title department prior to close and additional requirements will be made.

11. Return to title department for final recheck before recording.

NOTE: In connection with Arizona Revised Statutes 11-480, as of January 1, 1991, the County Recorder may not accept documents for recording that do not comply with the following:

- a. Print must be ten-point type or larger.

- b. A margin of two inches at the top of the first page for recording and return address information and margins of one-half inch along other borders of every page.
- c. Each instrument shall be no larger than 8-1/2 inches in width and 14 inches in length.

DISCLOSURE NOTE: In the event any Affidavit required pursuant to A.R.S. ¹ 33-422 has been, or will be, recorded pertaining to the land, such Affidavit is not reflected in this Commitment nor will it be shown in any policy to be issued in connection with this Commitment. The statute applies only to unsubdivided land in an unincorporated area of a county.

NOTE: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

End of Requirements



Neighborhood Meeting



A Neighborhood Meeting Notice was sent to the following property owners via Priority Mail on June 10, 2016.

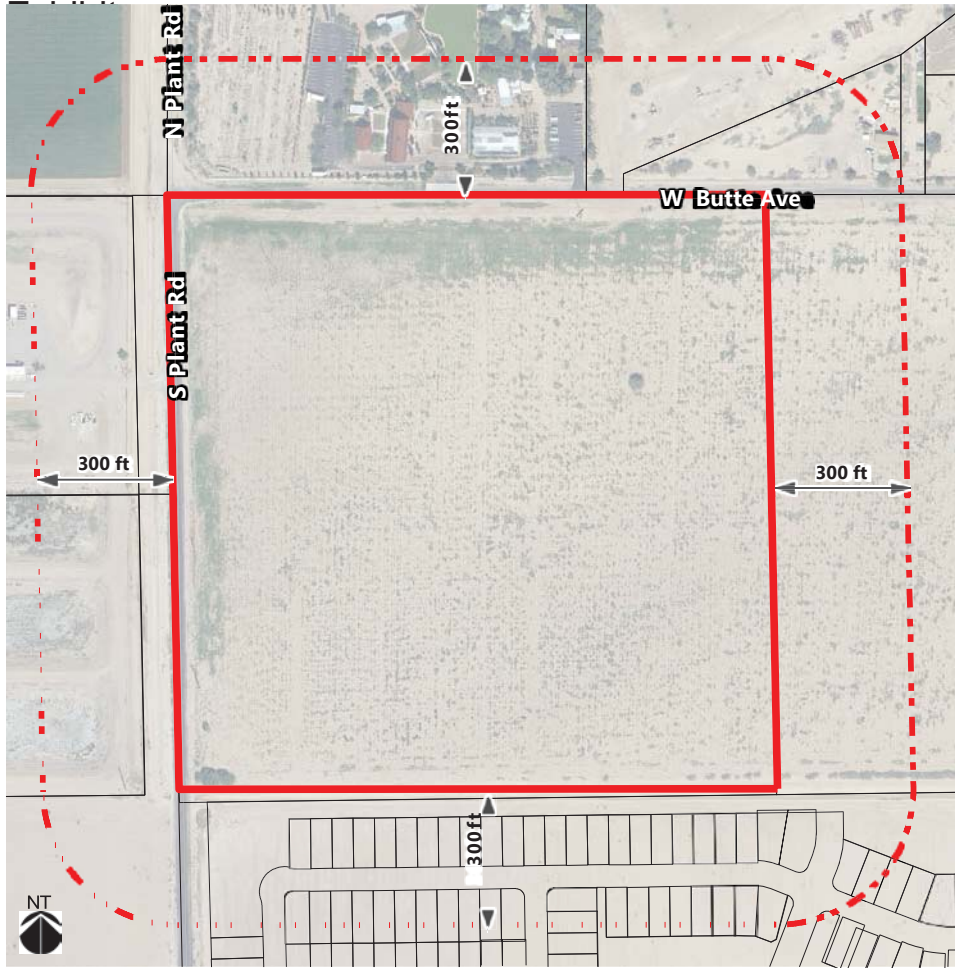
Name	Agency	Address	City	State	Zip Code
Merrill Property Division Trust LLC	N/A	8000 Capps Ferry Rd.	Douglasville	GA	30135
Granillo Anna	N/A	910 E. Butte Ave.	Florence	AZ	85132
Rankin Family LLLP	N/A	PO Box 1471	Florence	AZ	85132
United Metro Materials Inc.; C/O Rinker Materials Corp-Tax Dept.	N/A	1501 Belvedere Rd.	West Palm Beach	FL	33406
WHM Merrill Ranch Investments LLC	N/A	8000 Capps Ferry Rd.	Douglasville	GA	30135
Adamsville 650 LLC	N/A	1200 W. Queen Creek Rd.	Chandler	AZ	85248
Langley Florence 70 LLC	N/A	2738 E. Guadalupe Rd.	Gilbert	AZ	85234
Future Forward Foundation Inc.	N/A	PO Box 333	Florence	AZ	85132

The list below represents Property Owners within Territory Square.

Name	Agency	Address	City	State	Zip Code
Harold J Christ LTD	N/A	PO Box 2276	Florence	AZ	85132
Rankin Family LLLP	N/A	PO Box 1471	Florence	AZ	85132
Sheridan James J & Margaret J Rev	N/A	PO Box 2972	Florence	AZ	85132
Yole LLC	N/A	4343 E Camelback Rd #400	Phoenix	AZ	85018
Cox Christine	N/A	PO Box 1053	Florence	AZ	85132
Cox Christine TR	N/A	PO Box 1053	Florence	AZ	85132
Town of Florence, Giles James M (Est. Of)	N/A	PO Box 2670	Florence	AZ	85132

See page three of this pdf for the Project Location exhibit.

Project Location



Legend

-  Site Location
-  300ft Buffer
-  Parcel Lines
-  Town Limits

Context Map



Thank you in advance for your participation.
Sincerely,

Jeffrey Denzak, Partner
Swaback Partners, pllc

John Shoecraft, Managing Member
Harold Christ, Managing Member
Kevin Brooks, Managing Member
Florence Artisan Acres, LLC

November 20, 2014
PROJECT # 050057-01-001

EXHIBIT 'A'

**LEGAL DESCRIPTION
PLANT & BUTTE – WEST PARCEL**

LOT 4 OF SECTION 2, TOWNSHIP 5 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 2 AND ALSO DESCRIBED AS THE NORTHWEST CORNER OF SAID LOT 4, BEING A 3" PINAL COUNTY HIGHWAY DEPARTMENT ALUMINUM CAP 1.0 FEET BELOW GROUND, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 2, BEING A TOWN OF FLORENCE BRASS CAP FLUSH, BEARS SOUTH 89 DEGREES 46 MINUTES 27 SECONDS EAST, A DISTANCE OF 2644.14 FEET;

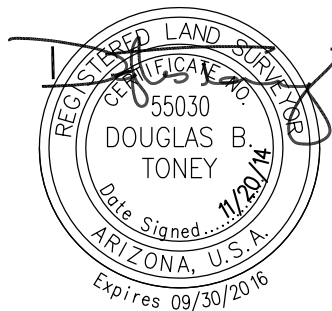
THENCE SOUTH 89 DEGREES 46 MINUTES 27 SECONDS EAST, ALONG THE NORTH LINE OF SAID SECTION 2, A DISTANCE OF 1322.07 FEET TO THE NORTHEAST CORNER OF SAID LOT 4;

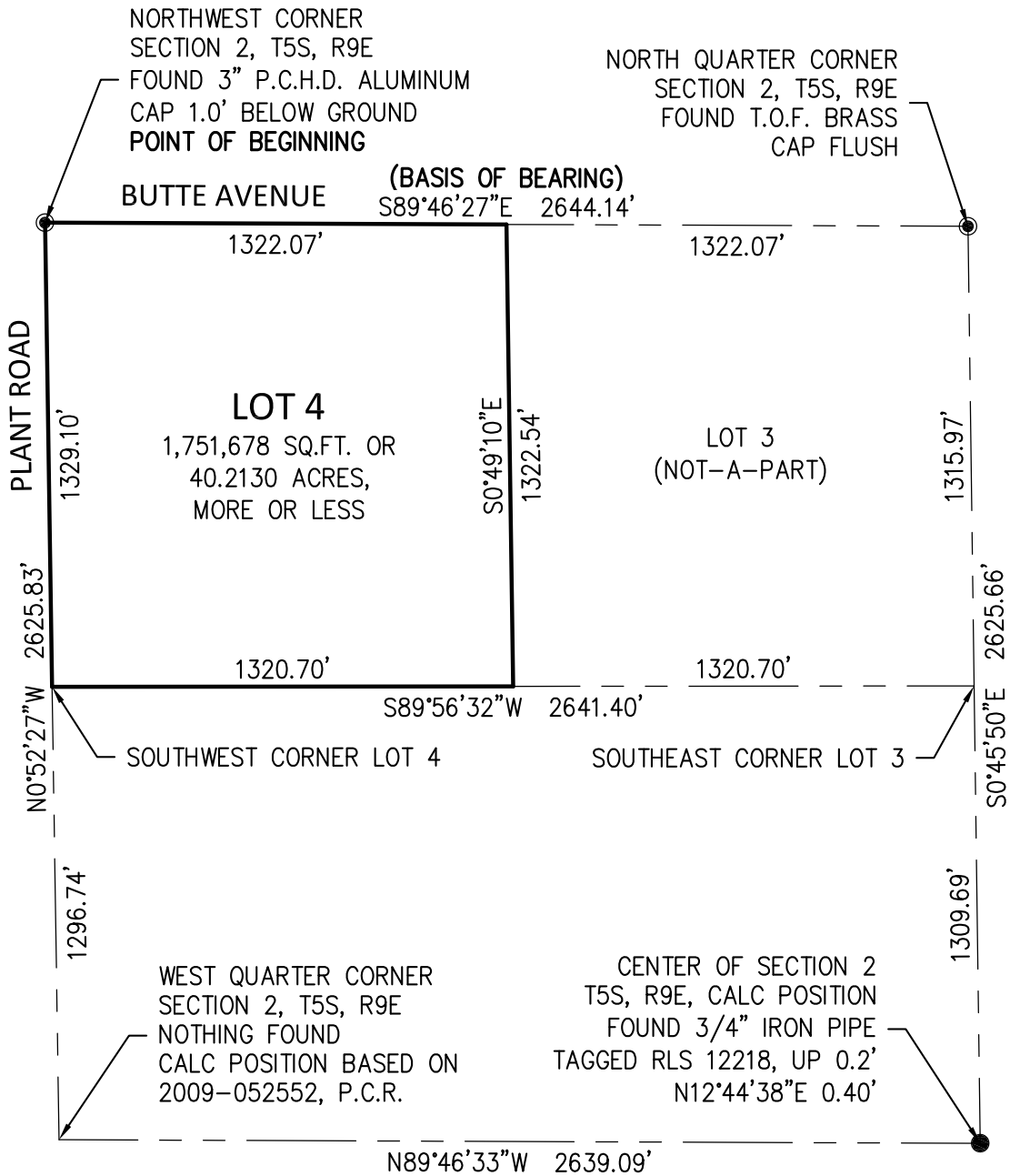
THENCE SOUTH 00 DEGREES 49 MINUTES 10 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 4, A DISTANCE OF 1322.54 FEET TO THE SOUTHEAST CORNER THEREOF;

THENCE SOUTH 89 DEGREES 56 MINUTES 32 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 1320.70 FEET TO THE SOUTHWEST CORNER THEREOF;

THENCE NORTH 00 DEGREES 52 MINUTES 27 SECONDS WEST, ALONG THE WEST LINE OF SAID SECTION 2, A DISTANCE OF 1329.10 FEET TO THE **POINT OF BEGINNING**.

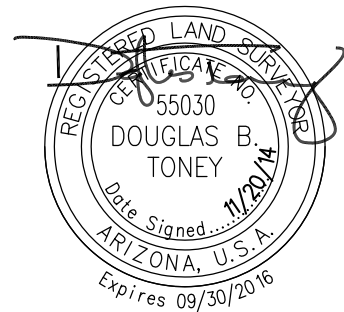
CONTAINING 1,751,678 SQUARE FEET OR 40.2130 ACRES, MORE OR LESS.





REFERERANCE:

DOC. 2009-052552, P.R.C. RECORD OF SURVEY
DOC. 2010-089237, P.C.R. DEED



NOTE: THIS EXHIBIT IS MEANT SOLELY AS A REFERENCE TO THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED. IT IS NOT TO BE CONSIDERED A STAND ALONE DOCUMENT, NOR THE RESULT OF A FIELD SURVEY.

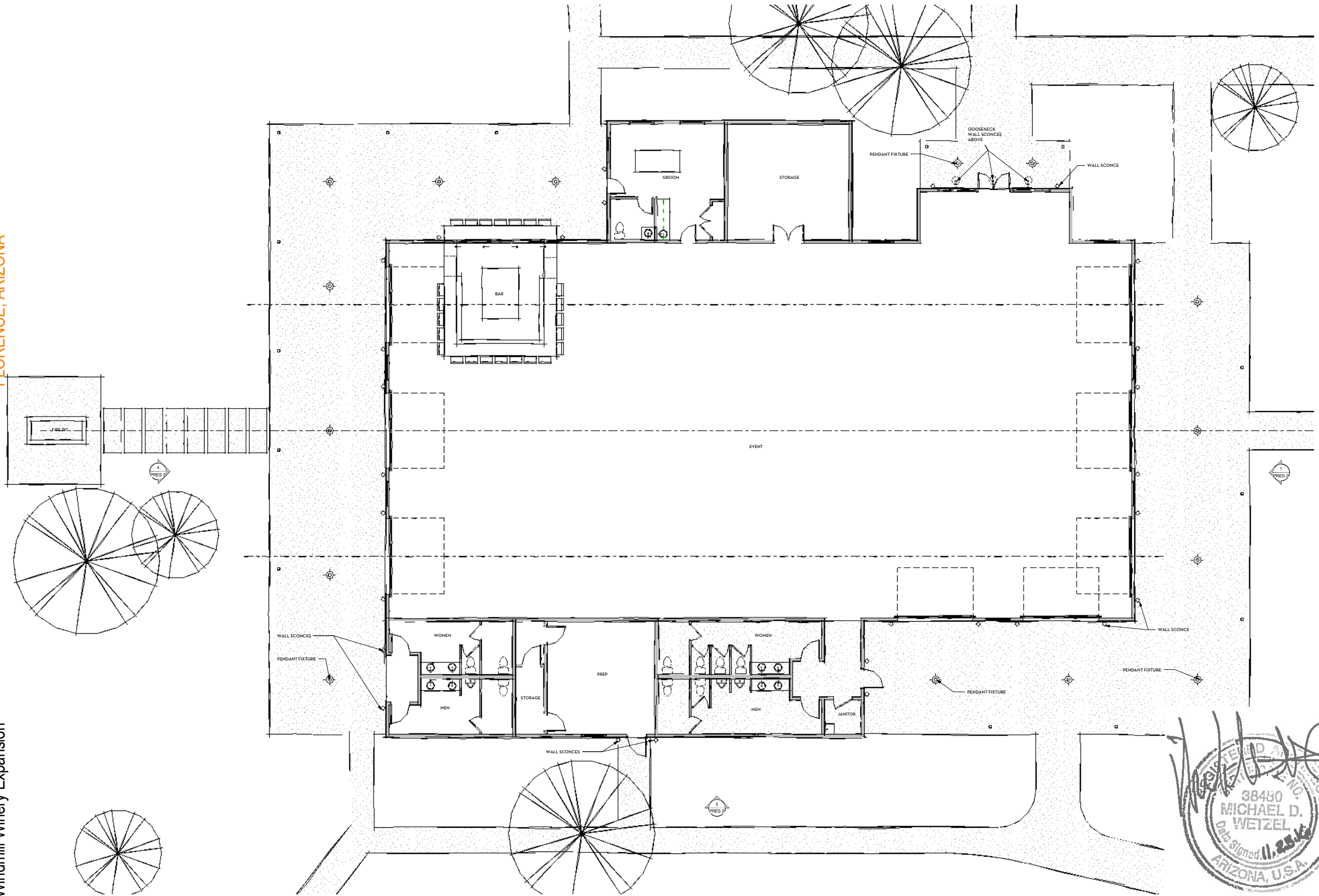
SHEET 1 OF 1	EXHIBIT 'A' PLANT & BUTTE - WEST PARCEL				1295 W Washington St, #108 Tempe, AZ 85281 Phone: (480) 629-8830 Fax: (480) 629-8841 www.bowmanconsulting.com		
	DATE:	BY: DT	CHK: DT		QC: DT		
	11/20/14	BCG PROJECT NO: 050057-01 TASK: 001					
	CLIENT REF NO:						

DESIGN REVIEW SUBMITTAL

FLORENCE, ARIZONA

COTTON GIN

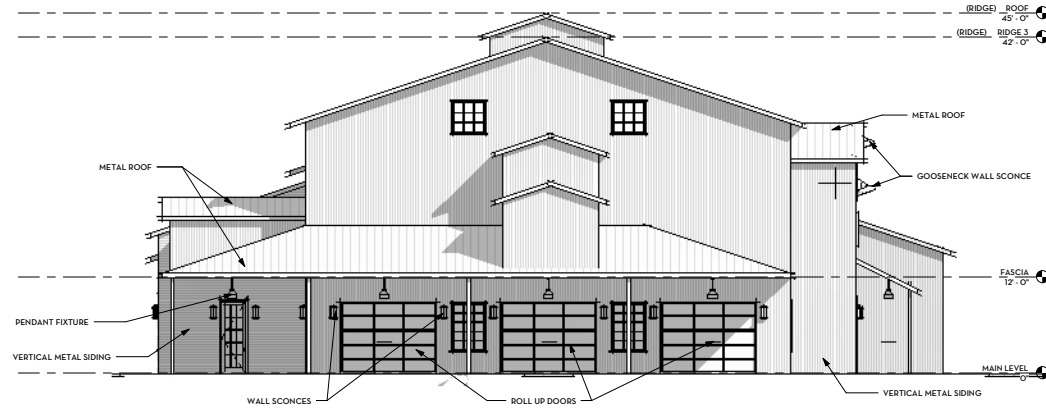
Windmill Winery Expansion



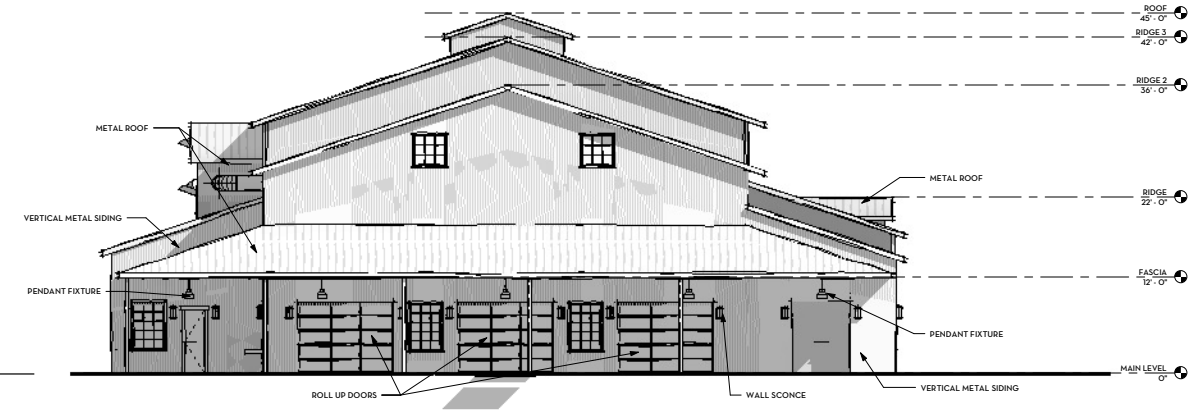
SWABACK PARTNERS pllc
 Planning, Architecture, and Interior Design
 Scottsdale, Arizona | 480.367.2100



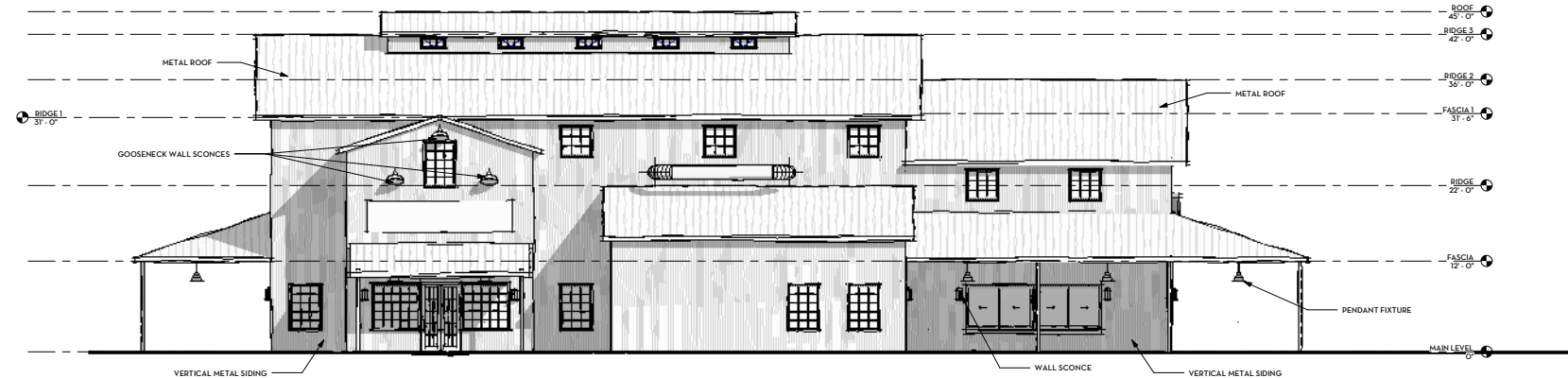
MAIN LEVEL FLOOR PLAN
 NOVEMBER 23, 2016 | WINDMILL WINERY



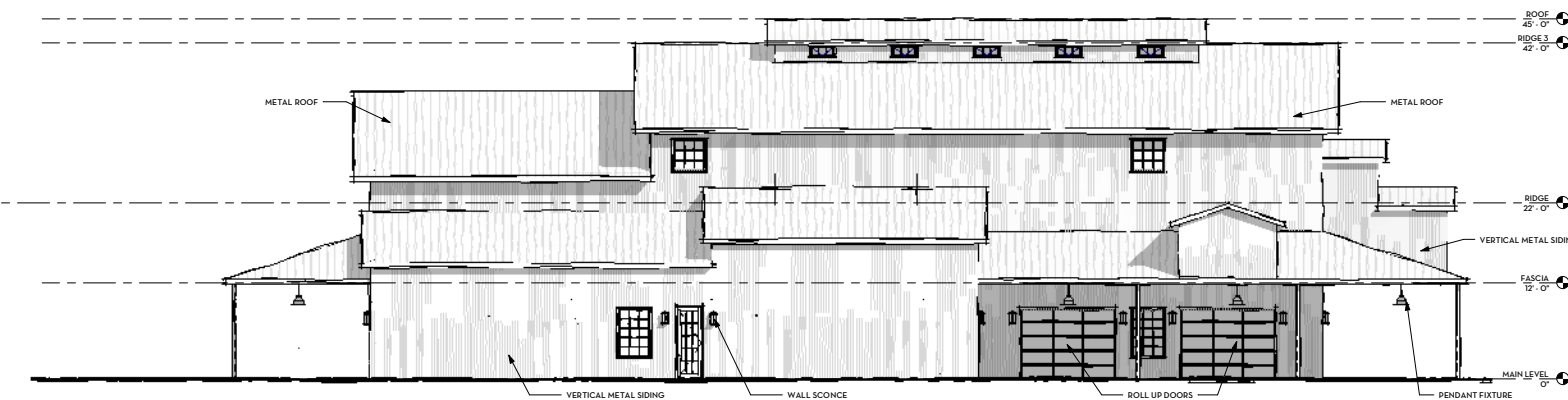
EAST ELEVATION



WEST ELEVATION



NORTH ELEVATION



SOUTH ELEVATION

*SEE MATERIAL BOARD FOR COLOR RANGE OPTIONS

Aluminum Gooseneck RLM Light - 35.5\"L x 13.5\"H, 3/4\" Dia. Arm with 16\" Warehouse Shade



Dimensions: Shade 16\"W x 9\" H, Arm 35\" W x 1/2\" dia.
Number of bulbs: 1
Voltage: 120V
150 max wattage



ARTISAN RUSTIC INDUSTRIAL OUTDOOR SCENCE
11\"H x 11\"W x 12.5\"E 60WATT MEDIUM BASE LMAP MAX.



PENDANT 14\" DIAMETER 10\" HIGH
3 BULB 150WATT



SWABACK PARTNERS pllc
Planning, Architecture, and Interior Design
Scottsdale, Arizona | 480.367.2100



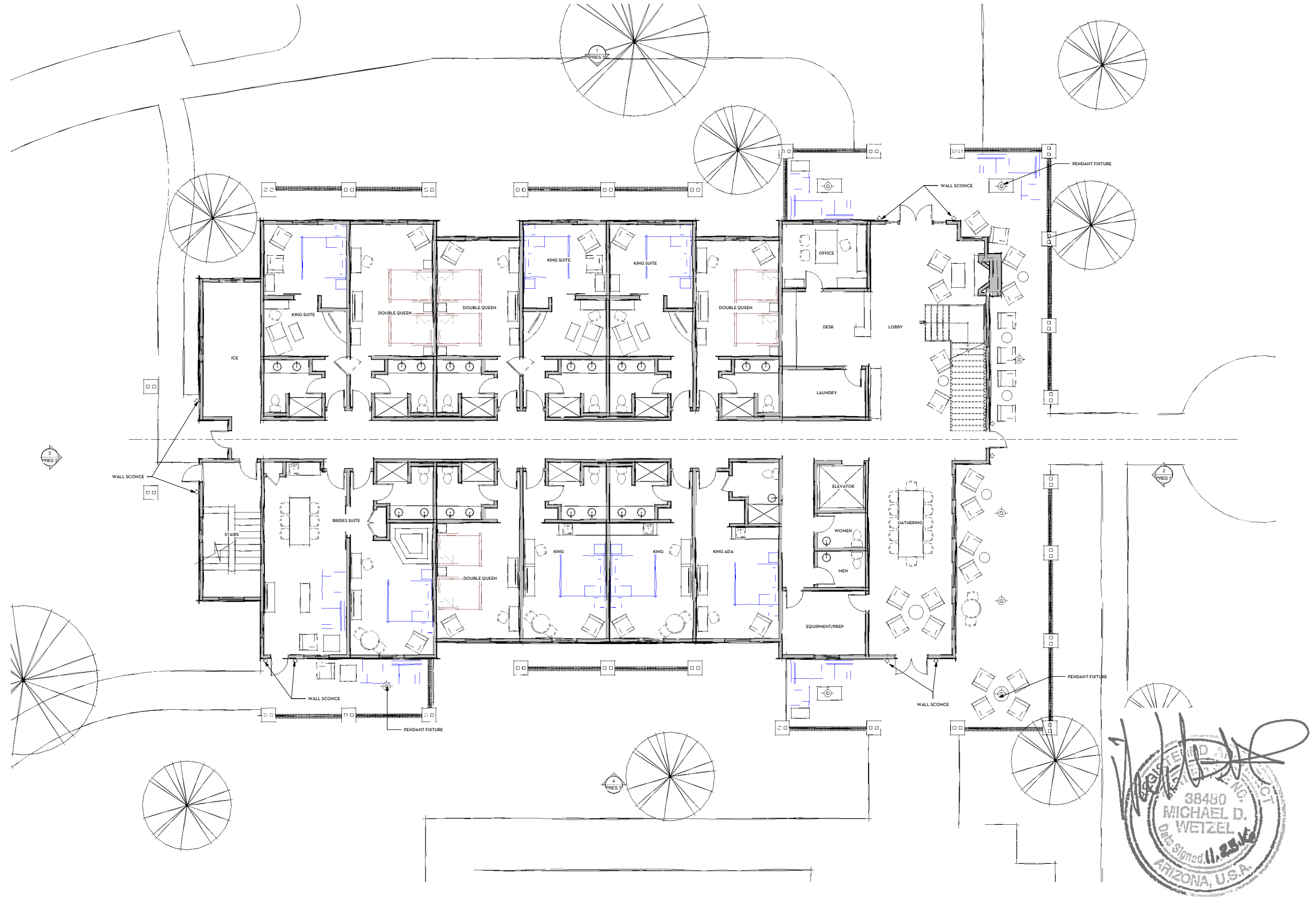
BUILDING ELEVATIONS
NOVEMBER 23, 2016 | WINDMILL WINERY

DESIGN REVIEW SUBMITTAL

FLORENCE, ARIZONA

WINDMILL WINERY INN

Windmill Winery Expansion



SWABACK PARTNERS pllc
 Planning, Architecture, and Interior Design
 Scottsdale, Arizona | 480.367.2100



NOVEMBER 23, 2016 | WINDMILL WINERY

MAIN FLOOR PLAN

DESIGN REVIEW SUBMITTAL

FLORENCE, ARIZONA

WINDMILL WINERY INN

Windmill Winery Expansion



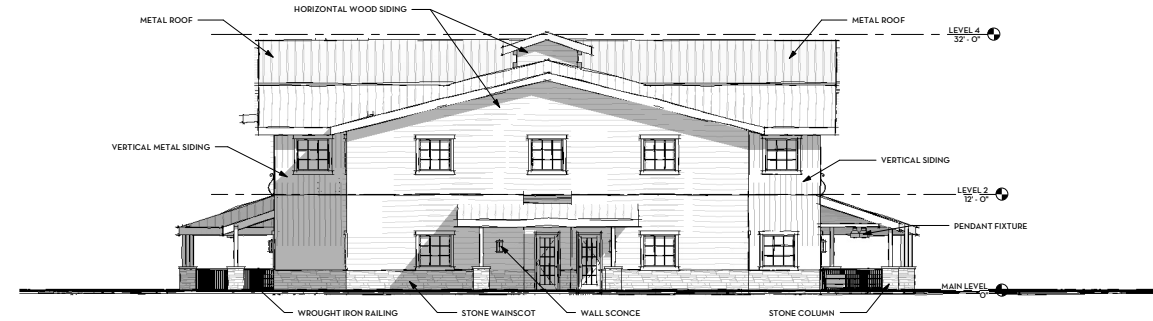
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 Planning, Architecture, and Interior Design
 Scottsdale, Arizona | 480.367.2100



UPPER LEVEL FLOOR PLAN
 NOVEMBER 23, 2016 | WINDMILL WINERY



EAST ELEVATION



WEST ELEVATION



NORTH ELEVATION



SOUTH ELEVATION

*SEE MATERIAL BOARD FOR COLOR RANGE OPTIONS



ARTISAN RUSTIC INDUSTRIAL OUTDOOR SCONCE
17H x 11W x 12.5E 60WATT MEDIUM BASE LMAP MAX.

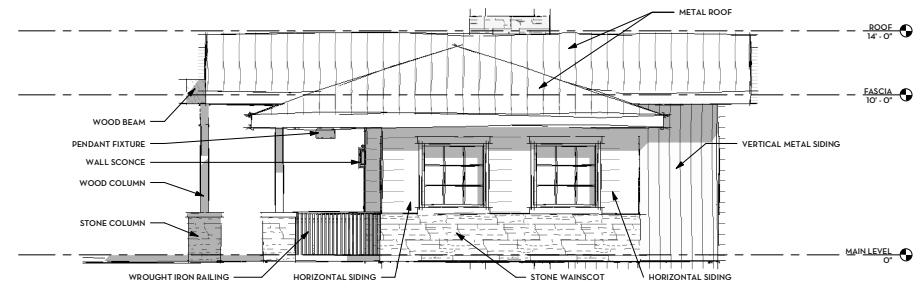


PENDANT 14" DIAMETER 10" HIGH
3 BULB 150WATT

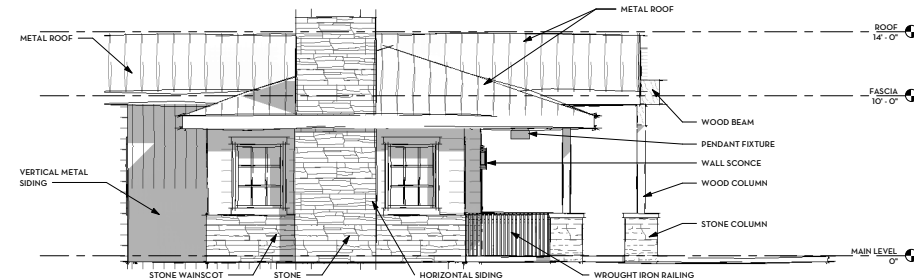


DESIGN REVIEW SUBMITTAL

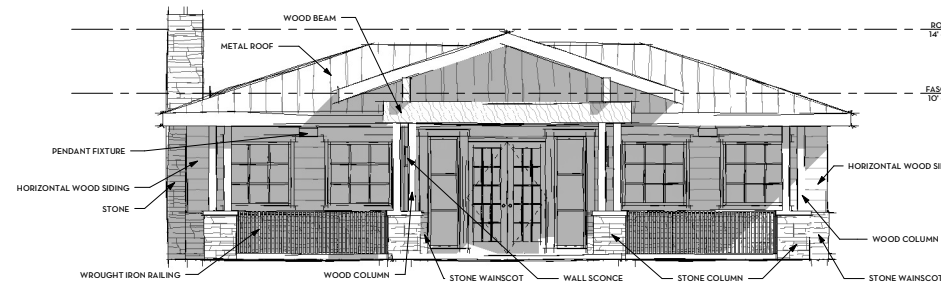
FLORENCE, ARIZONA



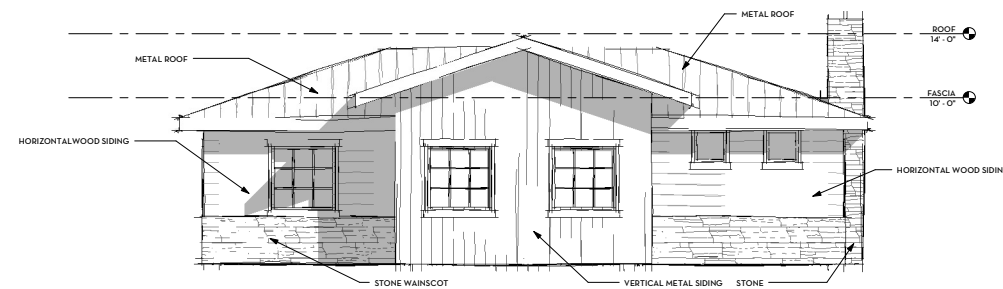
EAST ELEVATION



WEST ELEVATION

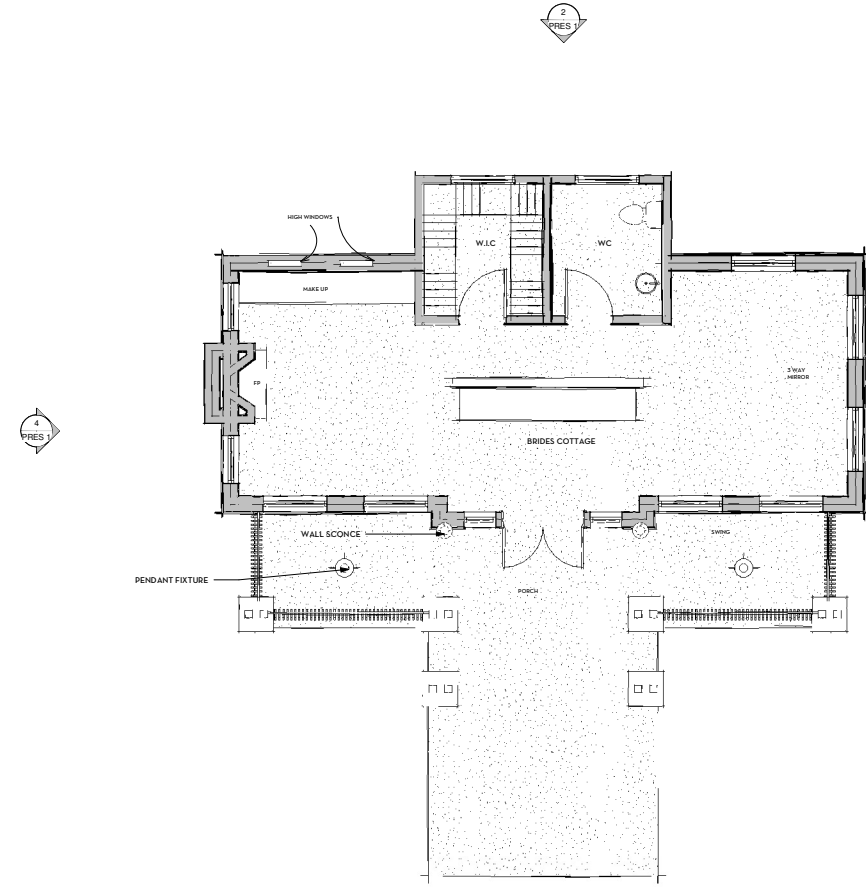


SOUTH ELEVATION



NORTH ELEVATION

*SEE MATERIAL BOARD FOR COLOR RANGE OPTIONS



FLOOR PLAN



PENDANT 14" DIAMETER 10" HIGH
3 BULB 150WATT MAX



ARTISAN RUSTIC INDUSTRIAL OUTDOOR SCONCE
11" H x 11" W x 12.5" E 60WATT MEDIUM BASE LMAP MAX.



BRIDAL COTTAGE

Windmill Winery Expansion



SWABACK PARTNERS pllc
Planning, Architecture, and Interior Design
Scottsdale, Arizona | 480.367.2100



MAIN LEVEL FLOOR PLAN
NOVEMBER 23, 2016 | WINDMILL WINERY

DESIGN REVIEW SUBMITTAL

FLORENCE, ARIZONA



STONE



VERTICAL METAL SIDING



HORIZONTAL WOOD SIDING



IRON RAILING



METAL ROOF

IMAGES REPRESENT THE POTENTIAL RANGE OF COLOR AND TYPE OF MATERIALS SHOWN. FINAL MATERIAL TO BE SELECTED AT A FUTURE DATE



WINDMILL WINERY INN | BRIDAL COTTAGE | COTTON GIN
Windmill Winery Expansion



WINDMILL WINERY EXPANSION PHASE 1

DESIGN REVIEW APPLICATION

PARCEL: 202-05-001C

TOWN OF FLORENCE, AZ

NOVEMBER 23, 2016

RESUBMITTED: DECEMBER 21, 2016



SWABACK PARTNERS pllc
Architecture • Planning • Interior Design

THE WINDMILL WINERY EXPANSION

The visual character is seen as an agrarian mixed-use environment that includes a diversity of density from farm fields to retail and commercial development. The specific uses being considered for this property also align directly with those uses allowed under the Territory Square: West End LUG including; commercial, specialty retail, restaurant, mixed-use buildings, and a small inn. A RV-Resort Vehicle use (limited/ short term only related to events) is also being contemplated as a future accessory use within the West End LUG. Unlike a formal setting with buildings organized along street fronts, these buildings and developments are envisioned to sit within the landscape in a less formal manner.

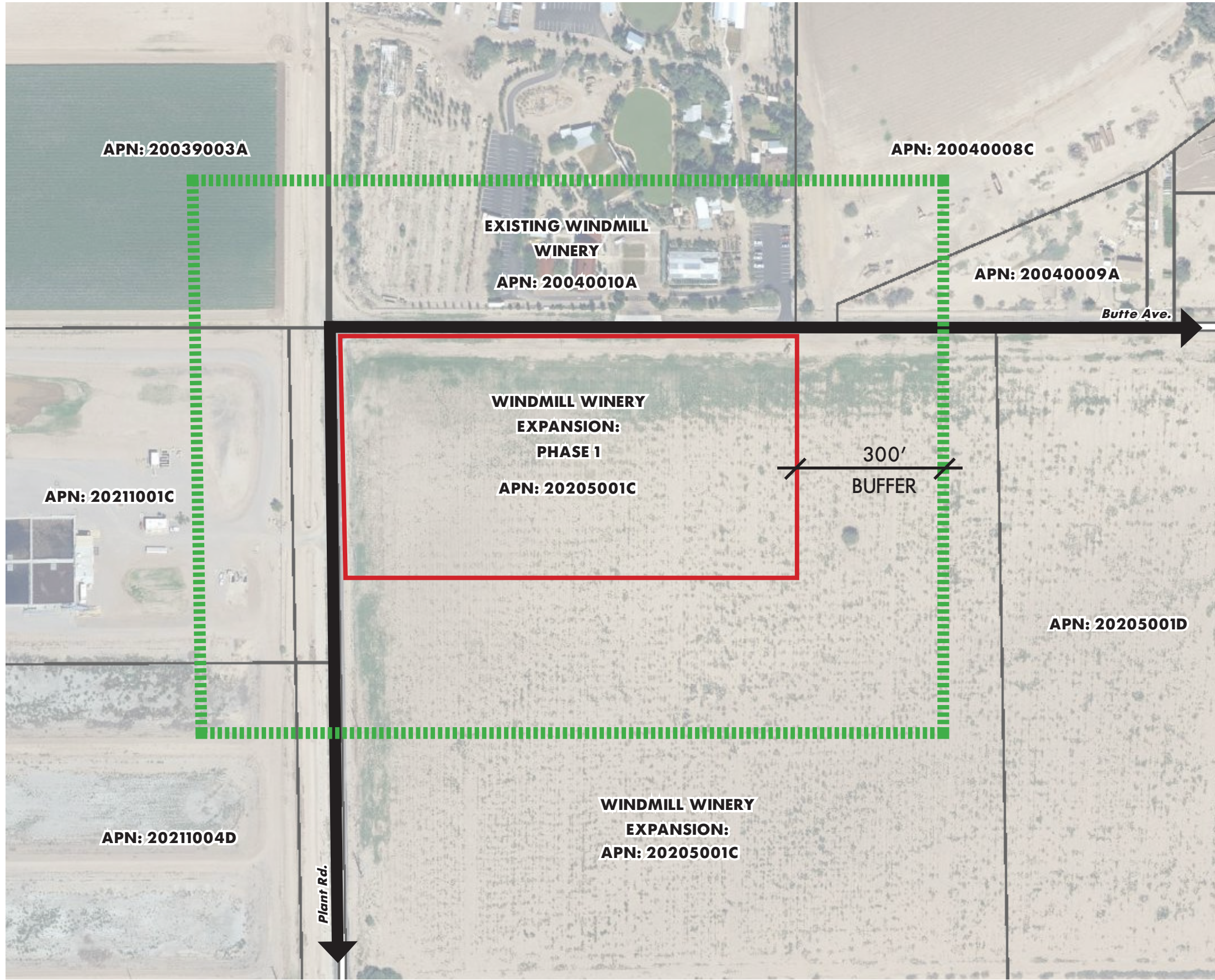
PHASE 1

The planned project is envisioned to occur in a series of phases. Phase One will likely be developed nearest the north east corner of the site within an approximate area of seven (7) acres. The envisioned initial phase; will be developed across from the existing Windmill Winery facilities in order to maximize the synergy and range of uses that occur today. Phase One is tentatively planned for a 25 room Winery Inn, the Cotton Gin Event Center, and a Bridal Cottage. All associated site improvements will take on the character and quality of the Windmill Winery in order to emphasize the indoor-outdoor experience of the Arizona agrarian landscape themes.

All of these components will be designed within the character and vernacular of the Windmill Winery. The architecture of the buildings will to capture the same qualities and characteristics of the existing facilities at the Windmill Winery.

Future phases will surround the initial development and will be done in a manner to complement the overall character and quality of the setting.



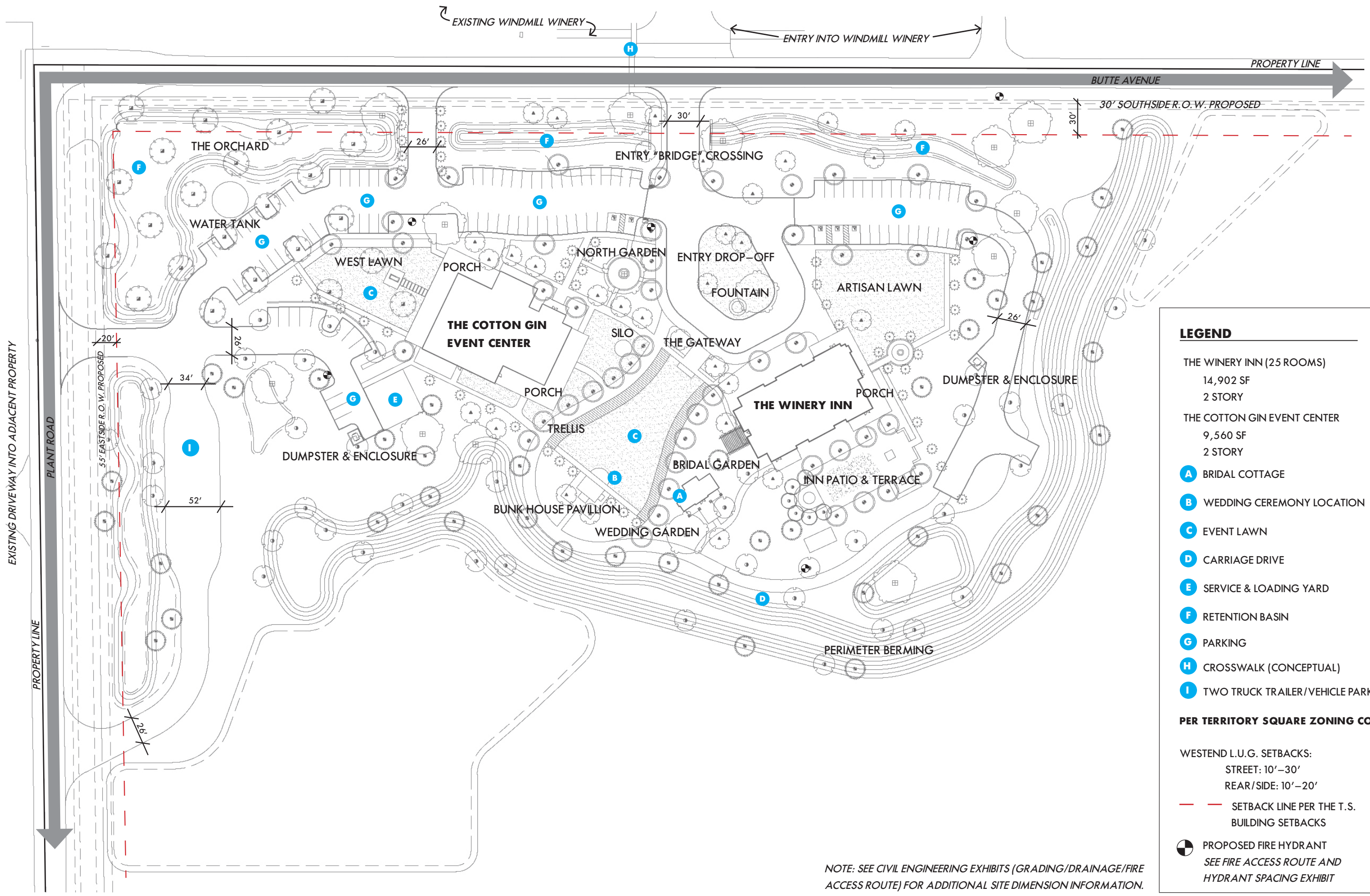


LEGEND

NET ACRES: APPROX. 7 ACRES

- PHASE 1 EXTENTS
- 300' BUFFER
- PARCEL BOUNDARIES
- CIRCULATION





LEGEND

- THE WINERY INN (25 ROOMS)
14,902 SF
2 STORY
- THE COTTON GIN EVENT CENTER
9,560 SF
2 STORY
- A** BRIDAL COTTAGE
- B** WEDDING CEREMONY LOCATION
- C** EVENT LAWN
- D** CARRIAGE DRIVE
- E** SERVICE & LOADING YARD
- F** RETENTION BASIN
- G** PARKING
- H** CROSSWALK (CONCEPTUAL)
- I** TWO TRUCK TRAILER/VEHICLE PARKING

PER TERRITORY SQUARE ZONING CODE:

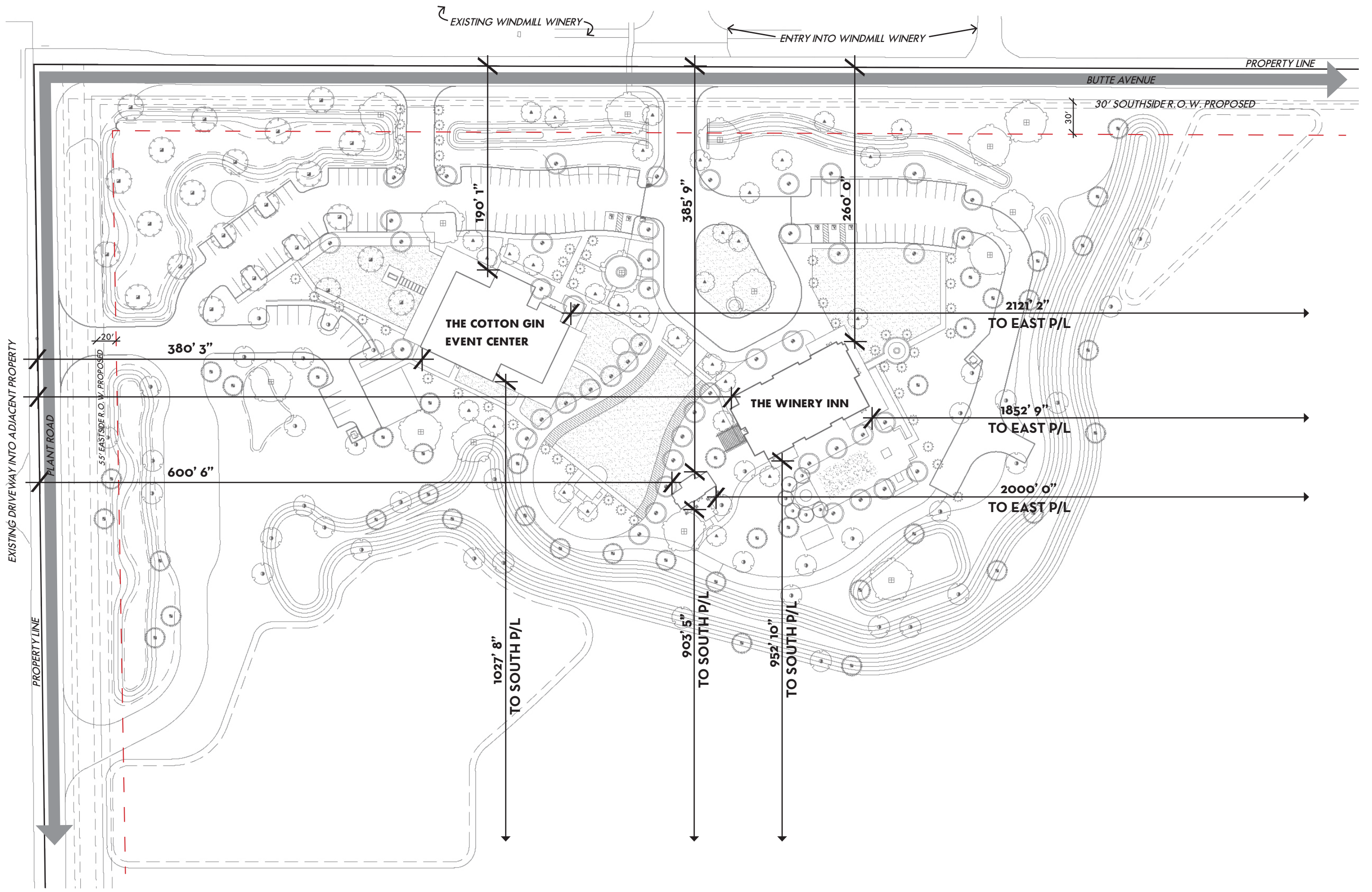
WESTEND L.U.G. SETBACKS:
STREET: 10' - 30'
REAR/SIDE: 10' - 20'

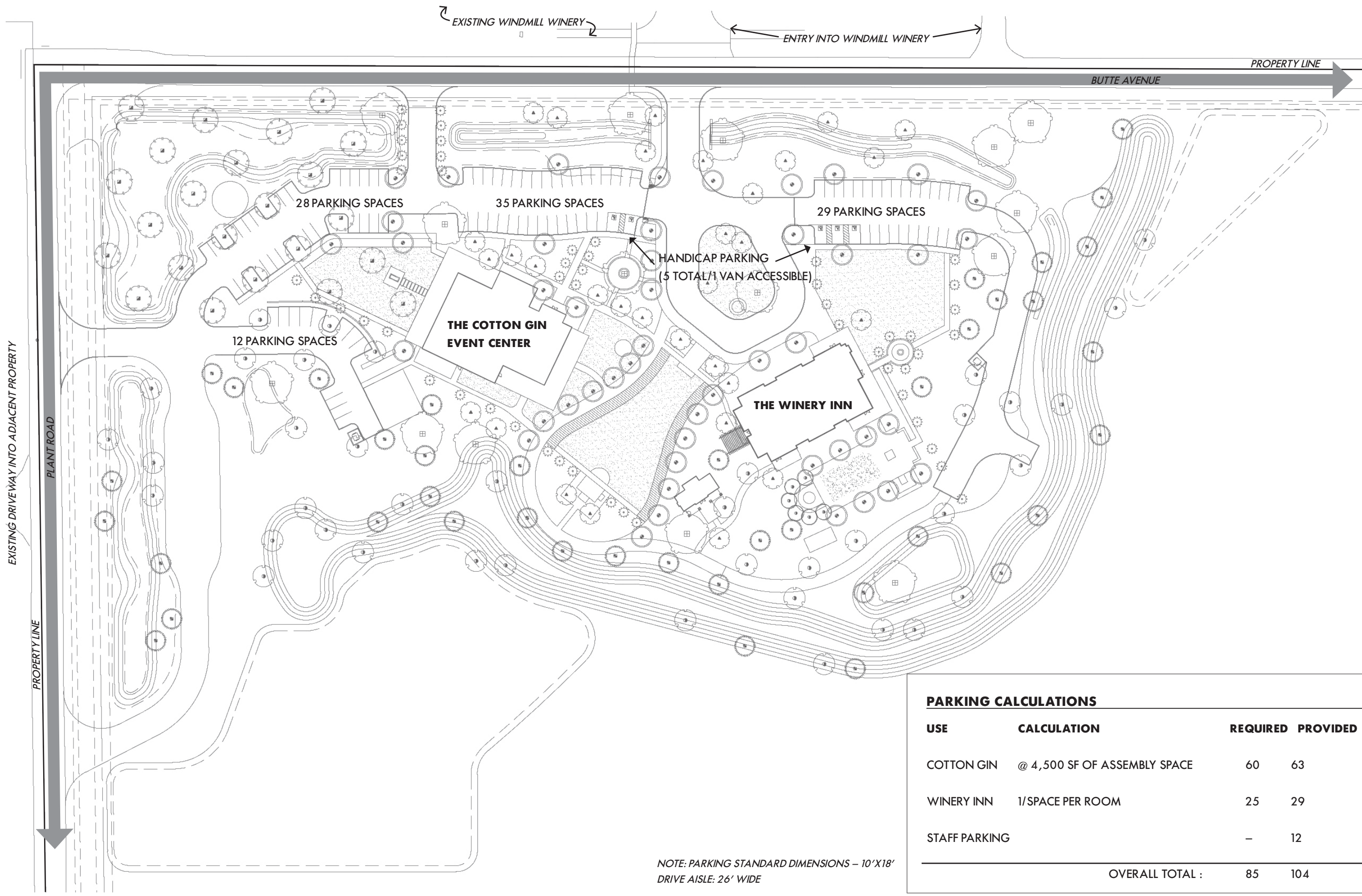
— — — — — SETBACK LINE PER THE T.S. BUILDING SETBACKS

⊙ PROPOSED FIRE HYDRANT
SEE FIRE ACCESS ROUTE AND HYDRANT SPACING EXHIBIT

NOTE: SEE CIVIL ENGINEERING EXHIBITS (GRADING/DRAINAGE/FIRE ACCESS ROUTE) FOR ADDITIONAL SITE DIMENSION INFORMATION.



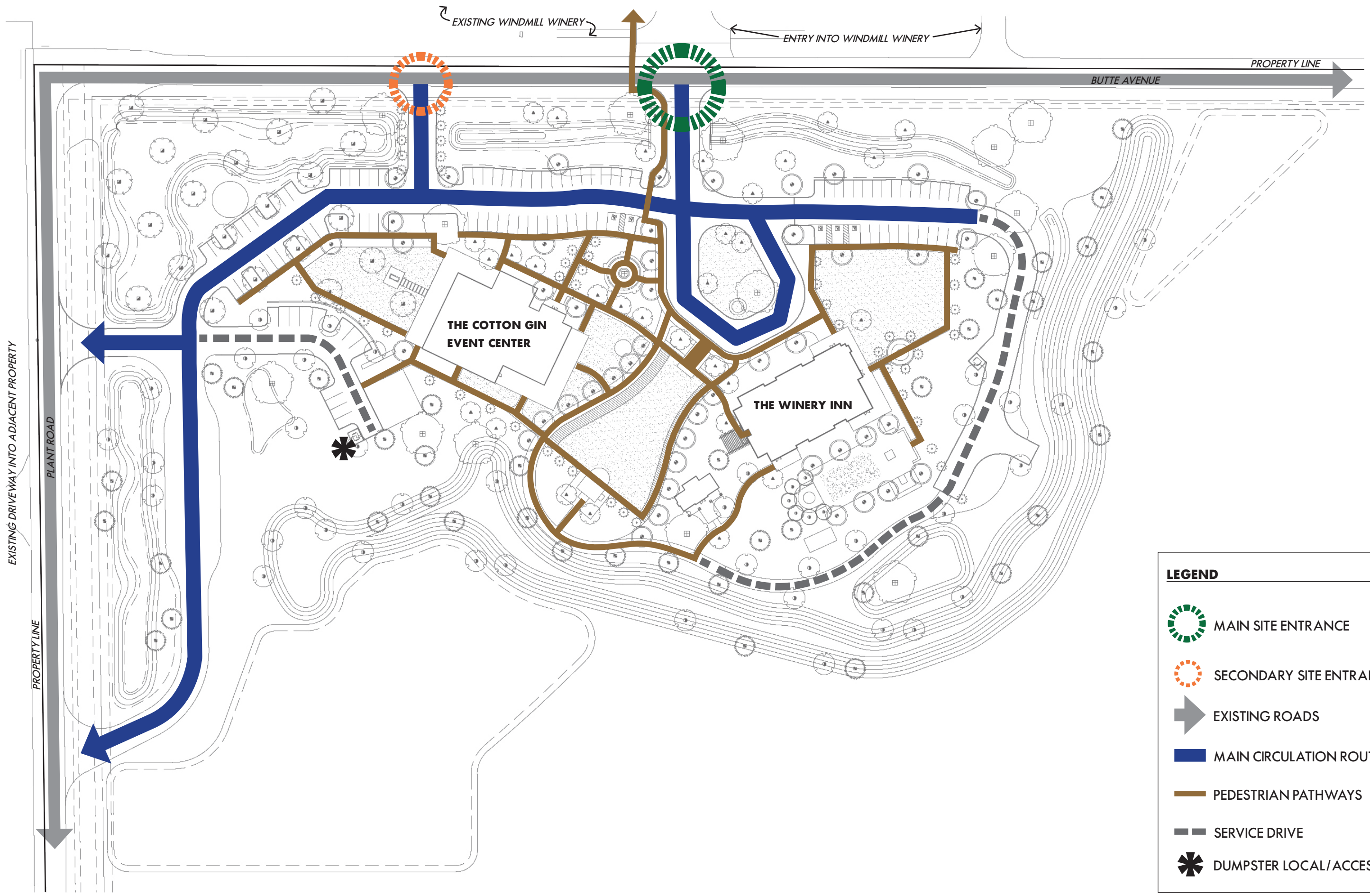











NOTE: PARKING STANDARD DIMENSIONS – 10'X18'
DRIVE AISLE: 26' WIDE

PARKING CALCULATIONS				
USE	CALCULATION	REQUIRED	PROVIDED	
COTTON GIN	@ 4,500 SF OF ASSEMBLY SPACE	60	63	
WINERY INN	1/SPACE PER ROOM	25	29	
STAFF PARKING		-	12	
		OVERALL TOTAL :	85	104

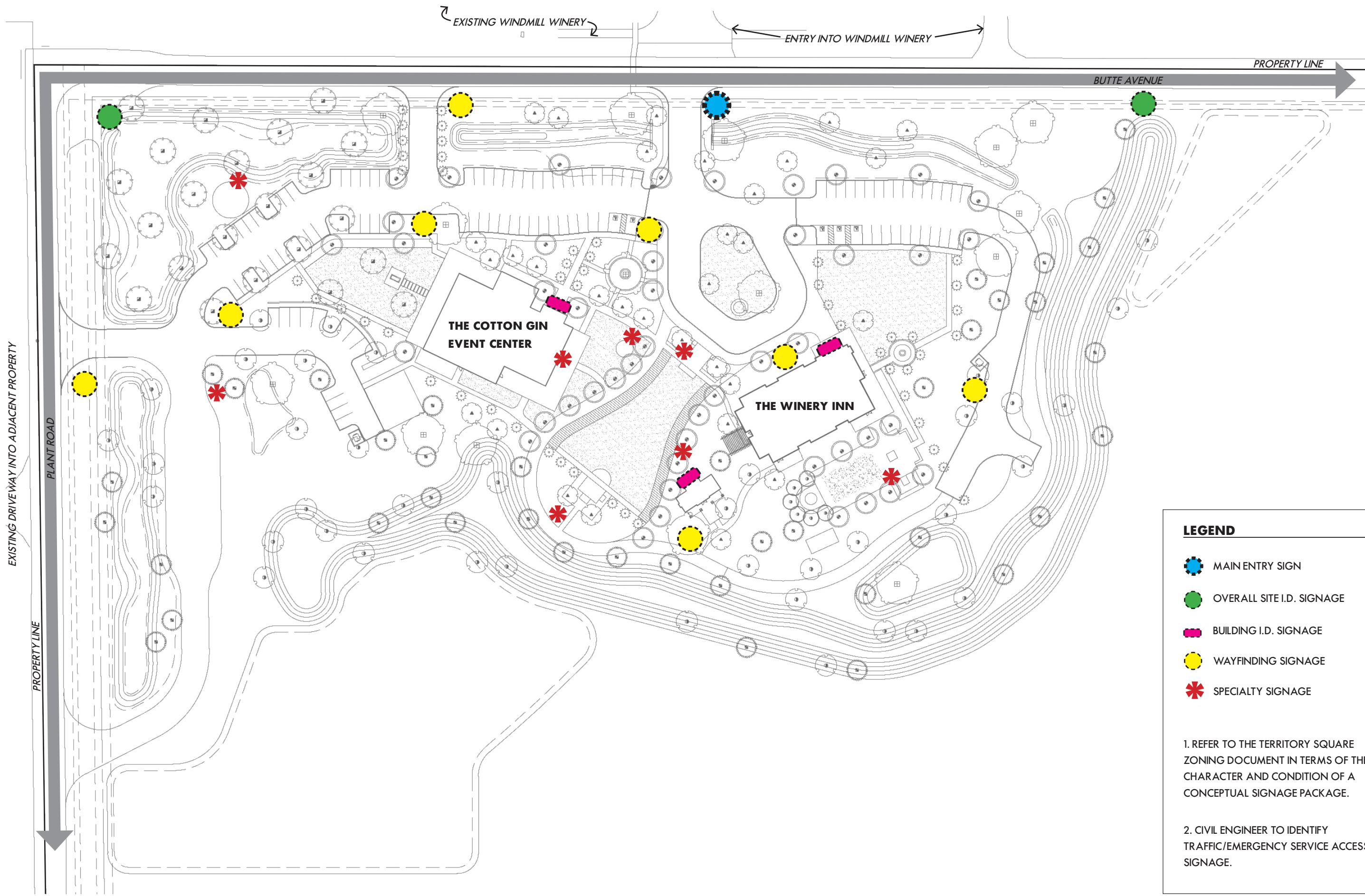
PEDESTRIAN & VEHICULAR
CIRCULATION PLAN








LEGEND

-  MAIN SITE ENTRANCE
-  SECONDARY SITE ENTRANCE
-  EXISTING ROADS
-  MAIN CIRCULATION ROUTE
-  PEDESTRIAN PATHWAYS
-  SERVICE DRIVE
-  DUMPSTER LOCAL/ACCESS

CONCEPTUAL SIGNAGE
PLAN

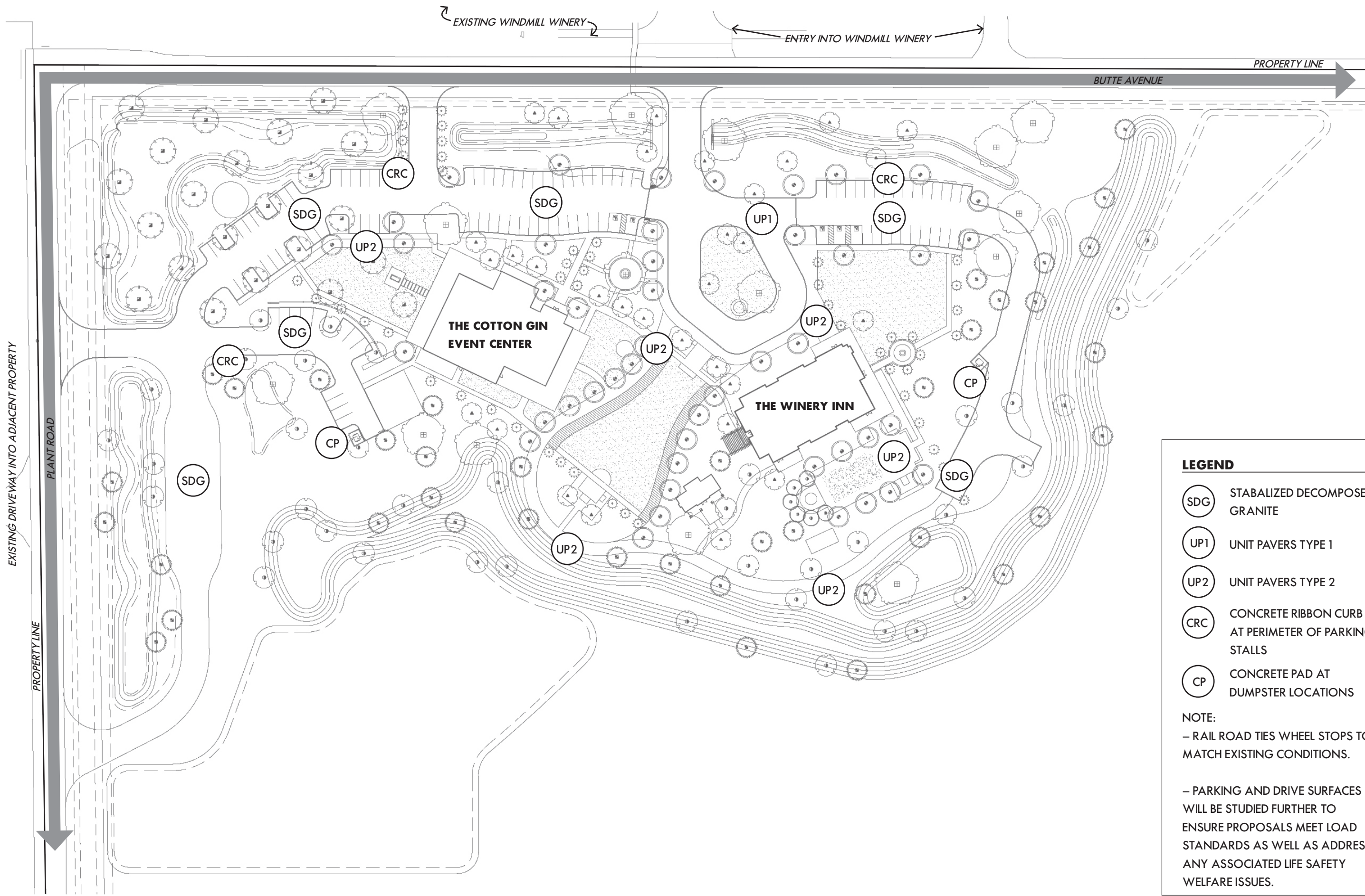


LEGEND

-  MAIN ENTRY SIGN
-  OVERALL SITE I.D. SIGNAGE
-  BUILDING I.D. SIGNAGE
-  WAYFINDING SIGNAGE
-  SPECIALTY SIGNAGE

1. REFER TO THE TERRITORY SQUARE ZONING DOCUMENT IN TERMS OF THE CHARACTER AND CONDITION OF A CONCEPTUAL SIGNAGE PACKAGE.

2. CIVIL ENGINEER TO IDENTIFY TRAFFIC/EMERGENCY SERVICE ACCESS SIGNAGE.

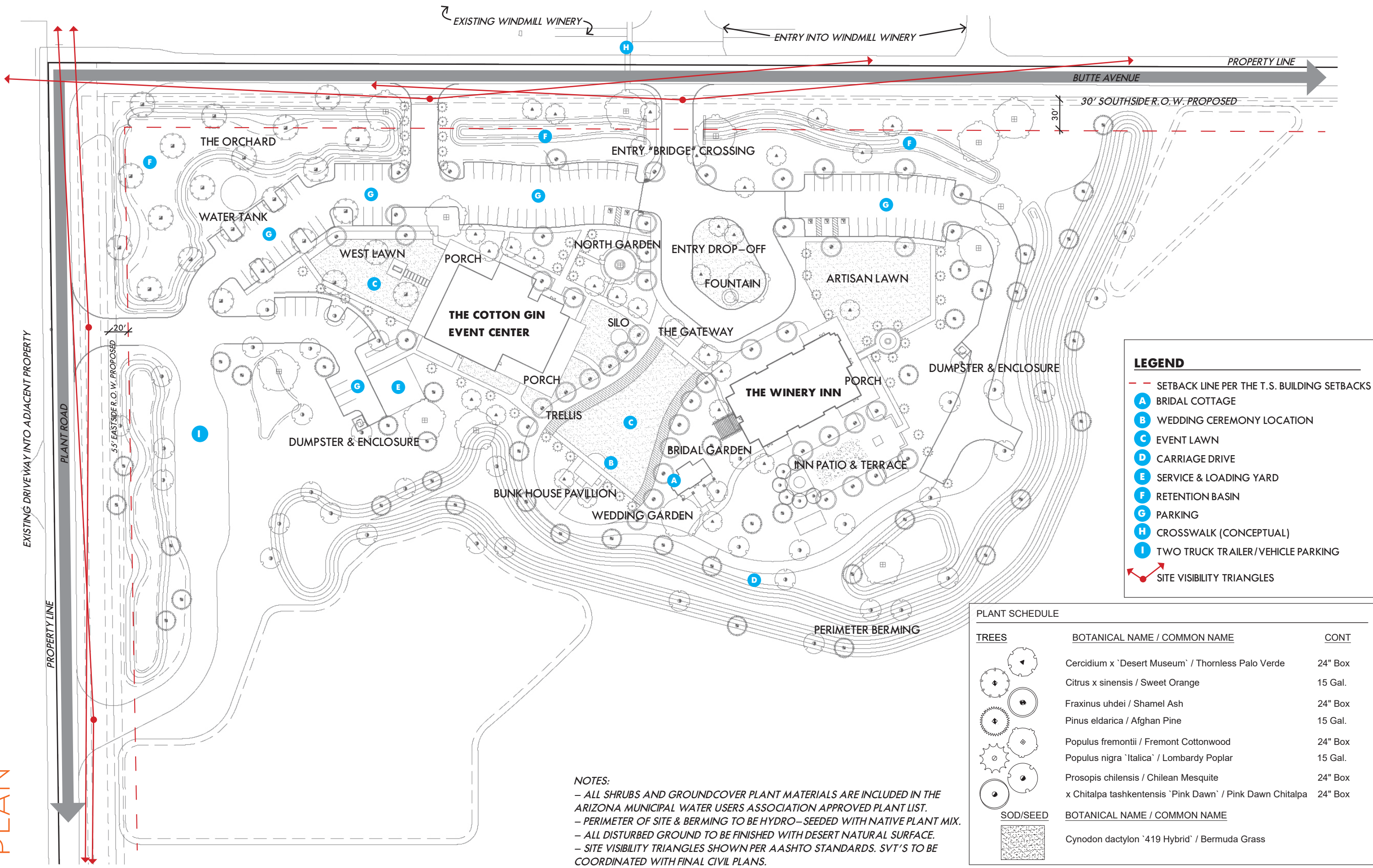


LEGEND

- SDG STABILIZED DECOMPOSED GRANITE
- UP1 UNIT PAVERS TYPE 1
- UP2 UNIT PAVERS TYPE 2
- CRC CONCRETE RIBBON CURB AT PERIMETER OF PARKING STALLS
- CP CONCRETE PAD AT DUMPSTER LOCATIONS

NOTE:
 – RAIL ROAD TIES WHEEL STOPS TO MATCH EXISTING CONDITIONS.
 – PARKING AND DRIVE SURFACES WILL BE STUDIED FURTHER TO ENSURE PROPOSALS MEET LOAD STANDARDS AS WELL AS ADDRESS ANY ASSOCIATED LIFE SAFETY WELFARE ISSUES.

CONCEPTUAL LANDSCAPE
PLAN



LEGEND

- - - SETBACK LINE PER THE T.S. BUILDING SETBACKS
- A** BRIDAL COTTAGE
- B** WEDDING CEREMONY LOCATION
- C** EVENT LAWN
- D** CARRIAGE DRIVE
- E** SERVICE & LOADING YARD
- F** RETENTION BASIN
- G** PARKING
- H** CROSSWALK (CONCEPTUAL)
- I** TWO TRUCK TRAILER/VEHICLE PARKING
- ↔ SITE VISIBILITY TRIANGLES

PLANT SCHEDULE

TREES	BOTANICAL NAME / COMMON NAME	CONT
	Cercidium x 'Desert Museum' / Thornless Palo Verde	24" Box
	Citrus x sinensis / Sweet Orange	15 Gal.
	Fraxinus uhdei / Shamel Ash	24" Box
	Pinus eldarica / Afghan Pine	15 Gal.
	Populus fremontii / Fremont Cottonwood	24" Box
	Populus nigra 'Italica' / Lombardy Poplar	15 Gal.
	Prosopis chilensis / Chilean Mesquite	24" Box
	x Chitalpa tashkentensis 'Pink Dawn' / Pink Dawn Chitalpa	24" Box
SOD/SEED	BOTANICAL NAME / COMMON NAME	
	Cynodon dactylon '419 Hybrid' / Bermuda Grass	

NOTES:
 - ALL SHRUBS AND GROUNDCOVER PLANT MATERIALS ARE INCLUDED IN THE ARIZONA MUNICIPAL WATER USERS ASSOCIATION APPROVED PLANT LIST.
 - PERIMETER OF SITE & BERMING TO BE HYDRO-SEEDED WITH NATIVE PLANT MIX.
 - ALL DISTURBED GROUND TO BE FINISHED WITH DESERT NATURAL SURFACE.
 - SITE VISIBILITY TRIANGLES SHOWN PER AASHTO STANDARDS. SVT'S TO BE COORDINATED WITH FINAL CIVIL PLANS.

SITE LIGHTING FRAMEWORK

WINDMILL WINERY EXPANSION: PHASE 1
FLORENCE, ARIZONA

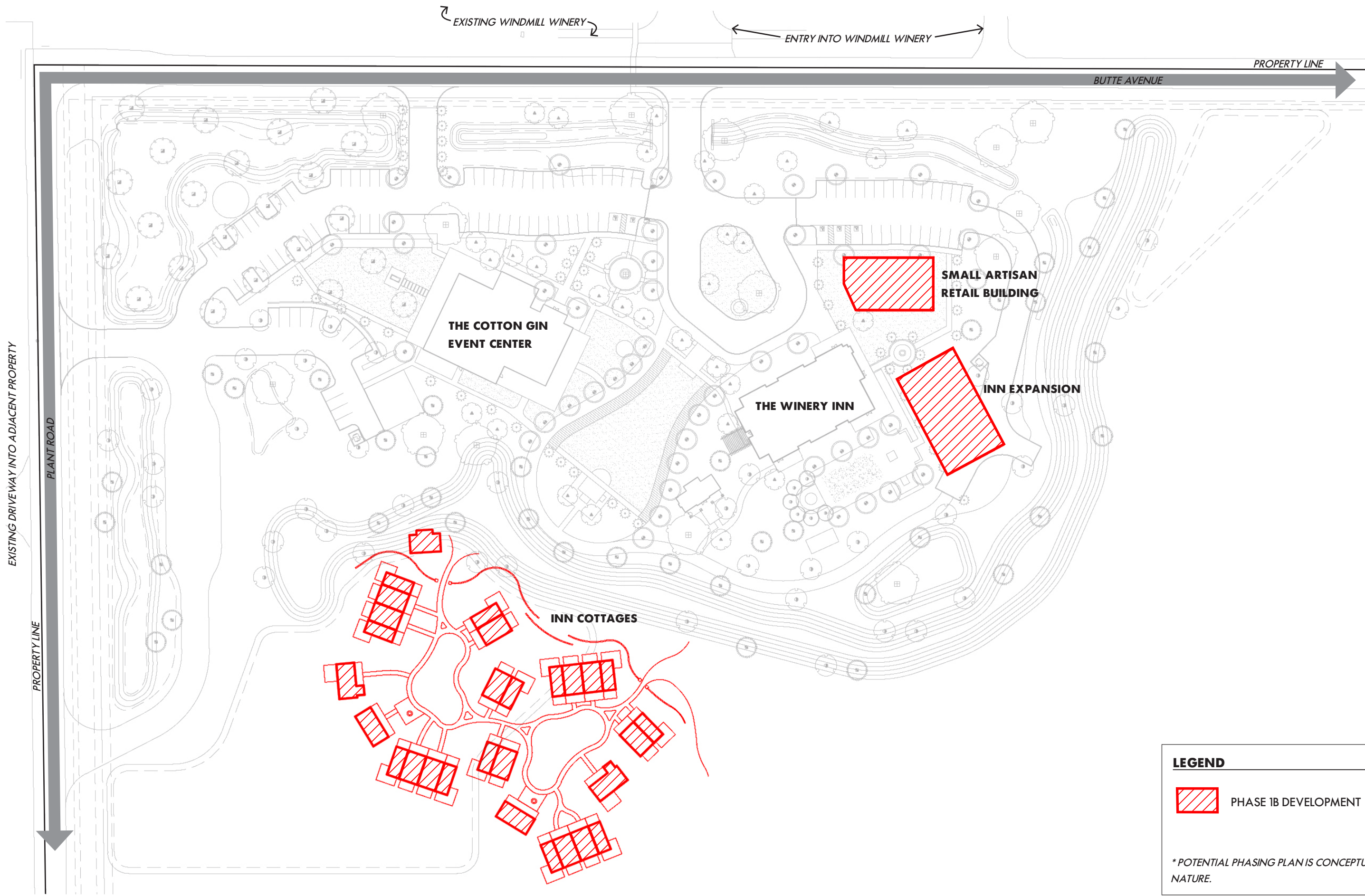


LEGEND


- PARKING LOT LIGHTING:
WOOD SQUARE POLE WITH
RUSTIC FIXTURE (MATCH
EXISTING)
- LOW PATHWAY LIGHTS
- SPECIALTY OVERHEAD
STRING MARKET LIGHTS

NOTE:

1. ACCENT LIGHTS AT SIGNAGE
2. ACCENT LOW LEVEL UP LIGHTS AT
FEATURED LANDSCAPE
3. ARCHITECTURAL WALL SCONCES
AND PORCH PENDANTS TO
COMPLEMENT SITE LIGHTING



LEGEND

 PHASE 1B DEVELOPMENT

** POTENTIAL PHASING PLAN IS CONCEPTUAL IN NATURE.*



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 8b.

MEETING DATE: February 21, 2017

DEPARTMENT: Public Work

STAFF PRESENTER: Chris Salas, Public Works Director

SUBJECT: Authorization to contract with Holbrook Asphalt Company to provide HA5 high density mineral bond pavement preservation treatment in various locations.

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

RECOMMENDED MOTION/ACTION:

Authorization to enter into a contract with Holbrook Asphalt Company, to provide HA5 high density mineral bond pavement preservation treatment in various locations, in an amount not to exceed \$207,713.28.

BACKGROUND/DISCUSSION:

The surface of the various locations throughout Florence are worn and in need of asphalt preservation. The HA5 product is a surface treatment designed to extend pavement life and protect the surface from moisture and UV rays. HA5 installations are backed by a five year warranty and the life of the treatment is expected to last seven to ten years.

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

FINANCIAL IMPACT:


The cost to the Town to complete the project is \$188,830.25, plus a 10% contingency, for a total of \$207,713.28.

STAFF RECOMMENDATION:

Staff recommends Town Council approval.

ATTACHMENTS:

Goodyear Contract
Goodyear Contract Extension
Cooperative Cover Contract
Florence Gardens Proposal
Anthem at Merrill Ranch Units 11 and 13 Proposal

	Solicitation Amendment No. 2	Office of Procurement 190 N. Litchfield Road P.O. Box 5100 Goodyear, AZ 85338 Phone: 623-882-7893
	Solicitation No. 16-3332 Solicitation Due Date: September 3, 2015 Time: 3:00 pm	


High Density Mineral Bond / Slurry Seal

The following is a clarification on questions received on IFB 16-3332:

1. **Question:** Part 1, 1.3 Quality Assurance, Part A
This section states: "Acceptable performance after 5 year period is no less than 70% residual coverage in the treated surface area."
 1. Will this percentage be applied to the entire project, or to each individual location as listed in the fee schedule, section 1.0?

For example, if location Kingali Way-1335 had only 65% residual remaining, but all other locations had 100% remaining, would that be considered a warranty situation; as there would still be 98% residual remaining over the entire "treated surface area"?

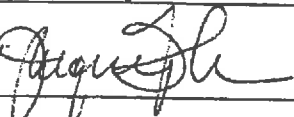
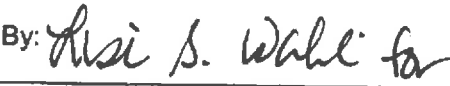
Answer: The percentage will be applied on a street by street basis.
2. **Question:** Will any prorated warranties be accepted?
Answer: Warranties will not be prorated.
3. **Question:** If it is determined that a warranty situation exists, what is an acceptable resolution? For example: Is a 1 coat retreat required, or are 2 coats required?
Answer: A one coat treatment is required.
4. **Question:** Can only the areas of loss be retreated, or must the entire location (Fee Schedule, Part 1) be retreated?
Answer: Any treatment will be curb to curb. Failures will be considered on a street by street basis. A Contractor will not be asked to retreat an entire neighborhood for part of one street failing.
5. **Question:** Will re-striping be required in the re-treated area?
Answer: If there is striping on a roadway that has a warranty repair, then road would need to be restriped.
6. This section also states: "The surface treatment material must carry a warranty from both the contractor and the manufacturer."
- 6A. **Question:** Is the manufacturer portion of the warranty still a requirement?
Answer: The warranty will need to be provided by the contractor.
- 6B. **Question:** Will the manufacturer be required to provide a physical address of their location?
Answer: The Manufacturer will be required to provide an address of where the Product was produced.

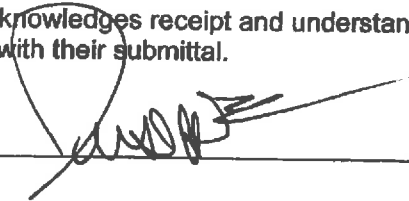
	Solicitation Amendment No. 2	Office of Procurement 190 N. Litchfield Road P.O. Box 5100 Goodyear, AZ 85338 Phone: 623-882-7893
	Solicitation No. 16-3332 Solicitation Due Date: September 3, 2015 Time: 3:00 pm	


6C. Question: Will the manufacturer be required to provide Certificates of Compliance?
Answer: Per section 1.3.F of the solicitation, If requested, submit a quality control inspections and testing report describing source and field quality control activities performed by Contractor and its Suppliers.

No other terms, conditions, or performance standards written or implied are changed.

Procurement Manager: Jacque Behrens, CPPB

City of Goodyear	Approved as to form
By: 	By: 
Jacque Behrens, CPPB	Roric Massey, City Attorney

<u>Acknowledgement by Contractor</u>	
Contractor hereby acknowledges receipt and understanding of the above amendment. Contractor shall sign and return with their submittal.	
Contractor Signature: 	Date: 9/13/15

	Solicitation Amendment No. 1	Office of Procurement 190 N. Litchfield Road P.O. Box 5100 Goodyear, AZ 85338 Phone: 623-882-7893
	Solicitation No. 16-3332 Solicitation Due Date: September 3, 2015 Time: 3:00 pm	

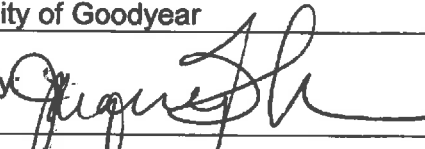

High Density Mineral Bond / Slurry Seal

The following pages are replacing the current pages found in the Scope of Work for IFB 16-3332.

Page 25 – 33 have been revised. Replacement pages are attached

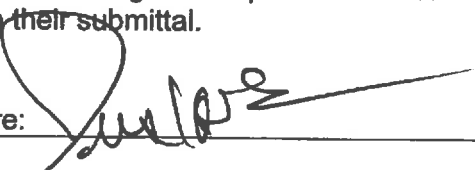
No other terms, conditions, or performance standards written or implied are changed.


Procurement Manager: Jacque Behrens, CPPB

City of Goodyear	Approved as to form
By:  8/25/15	By:  for
Jacque Behrens, CPPB	Roric Massey, City Attorney

Acknowledgement by Contractor

Contractor hereby acknowledges receipt and understanding of the above amendment. Contractor shall sign and return with their submittal.

Contractor Signature:  Date: 9/3/15

	CITY OF GOODYEAR	Office of Procurement 190 N. Litchfield Road P.O. Box 5100 Goodyear, AZ 85338 Phone: 623-882-7893
	Invitation For Bid	

Solicitation Number: 16-3332

Materials and/or Service: High Density Mineral Bond / Slurry Seal

Solicitation Due Date: September 3, 2015 **Time:** 3:00 pm (Arizona Time)

Mailing Address: City of Goodyear, City Hall Front Desk
190 North Litchfield Road
P.O. Box 5100
Goodyear, AZ 85338

Procurement Manager: Jacque Behrens, CPPB
Phone: 623/882-7893
Email: Jacque.behrens@goodyearaz.gov

All bids must be received by the City of Goodyear, City Hall Front Desk, at the specified location by the date and time cited above. Late bids will not be considered. Bids received by the correct date and time shall be publicly opened and read. Bidders are advised to carefully read the entire Solicitation Package. Bids that do not comply with all Instructions to Bidders may be disqualified.

Bidders must register as a vendor with the City of Goodyear at <https://procurement.goodyearaz.gov/bsa/> to obtain a solicitation packet. Solicitation packages can be obtained by downloading from the City of Goodyear's website: www.goodyearaz.gov and following these instructions: Enter City website, click on BUSINESS, click on Vendor Services/Procurement, click on Solicitations for Bids/Proposals, click on IFB 16-3332. Should you experience problems downloading the solicitation, contact Jacque Behrens, CPPB at the above email address.

Attendance at the Pre-Bid Conference is not mandatory; however, Bidders are strongly encouraged to attend. Offerors are also strongly encouraged to read entire solicitation prior to Pre-Bid Conference. Copies of the solicitation will not be handed out at the Pre-Bid.

Pre-Bid Conference: August 25, 2015 @ 10:00 a.m. – 11:00 a.m.

Pre-Bid Location: Goodyear City Hall
190 N. Litchfield Road, Room 125 & 126
Goodyear, AZ 85338

All communications concerning this solicitation must be directed to responsible Procurement Specialist identified above, via email only. Communications with other city staff may disqualify you from the evaluation process.

OFFERORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION

Published in the Arizona Republic Southwest Section on: 8/12/15, and 8/14/15




CITY OF GOODYEAR

Office of Procurement
190 N. Litchfield Road
P.O. Box 5100
Goodyear, AZ 85338
Phone: 623-882-7893

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<u>ATTACHMENTS</u>	46
Map B – 2105/2016 Pavement Preservation (HDMB & Slurry)	

	CITY OF GOODYEAR	Office of Procurement 190 N. Litchfield Road P.O. Box 5100 Goodyear, AZ 85338 Phone: 623-882-7893
	Instructions to Bidders	

1. PREPARATION OF OFFER

- a. It is the responsibility of all Bidders to examine the entire solicitation package and seek clarification from the responsible Procurement Specialist of any item or requirement that may not be clear, and to check all responses for accuracy before submitting a bid.
- b. All offers shall be on the forms provided in the solicitation package. It is permissible to copy these forms if required. Telegraphic (facsimile) or email bids will not be considered
- c. The Offer and Acceptance document shall be returned with the submittal with an original blue ink signature by a person authorized to sign the Offer. Pricing documents and other documents which require information to be filled in must be done in ink, typewritten or computer printed. No bids will be accepted if pencil is used. Erasures, interlineations, or other modifications in the bid shall be initialed in original blue ink by the authorized person signing the bid.
- d. It is the Bidder's responsibility to obtain a copy of any addenda relevant to this solicitation. Failure to submit addenda with the solicitation response may be grounds for deeming a bid non-responsive.
- e. Bids shall be submitted in a sealed envelope provided by the Bidder, and should include the Bidder's name, address and solicitation number on outside of the sealed envelope/package.
- f. Periods of time, stated as a number of days, shall be calendar days.
- g. It is the responsibility of the Bidder to submit the bid at the place and by the time provided in the solicitation.
- h. Negligence in preparing a bid confers no right of withdrawal after the due date and time of the bid. No bid shall be altered, amended, or withdrawn after the specified offer due date and time.
- i. Offers shall include all costs as described and indicated by the specifications. The City is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.
- j. If price is a consideration, and in case of error in the extension of prices in the bid, the unit price shall govern.
- k. The City shall not reimburse the cost of developing, presenting, or providing any responses to this solicitation. Bids submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
- l. Bidder shall submit one (1) original, marked "original" and three (3) copies of their bid with their submittal. Bid shall be submitted single-sided and one (1) CD-ROM of the proposal containing all original documents.



CITY OF GOODYEAR

Instructions to Bidders

Office of Procurement
190 N. Litchfield Road
P.O. Box 5100
Goodyear, AZ 85338
Phone: 623-882-7893

2. **SERIAL NUMBERS**

Bids shall be for equipment on which the original manufacturer's serial number, if applicable, has not been altered in any way. Throughout the contract term, the City reserves the right to reject any altered equipment.

3. **BRAND NAMES**

Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purposes of describing and establishing the quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors, but are intended to establish the quality, design or performance which is desired. Any Bidder which proposes equal or greater quality, design or performance may be considered. The city has the sole authority to accept or reject any like items.

4. **SUBSTITUTIONS OR EXCEPTIONS**

The City reserves the option to not consider bids for award if the Bidder: i) takes any exception to the specifications and the City does not agree or accept the proposed changes; or ii) proposes a unit which does not meet the City's specifications exactly and the Bidder does not additionally propose the specified unit prior to bid opening, and the City rejects the alternative identified.

5. **DESCRIPTIVE LITERATURE**

All bidders shall include complete manufacturer's descriptive literature regarding the equipment and goods they propose to furnish. Literature shall be sufficient in detail in order to allow full and fair evaluation of the bid submitted. Failure to include this information may result may result in the bid being rejected.

6. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL**


All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.

7. **INQUIRIES**

Any questions related to the solicitation shall be directed to the responsible Procurement Specialist whose name appears on the front page **via email only**. The Bidder shall not contact or ask questions of other City staff or the City department for which the requirement is being procured. Any correspondence related to a solicitation should refer to the solicitation number, page, and paragraph number. All questions must be submitted no later than the close of business seven (7) calendar days prior to the opening date.

8. **PRE-BID CONFERENCE**

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

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9. **LATE BIDS/MODIFICATIONS/WITHDRAWALS**

Bids, modifications of bids, and withdrawals received *after* the due date and time specified for receipt will be rejected and returned to the Bidder unopened. A Bidder (or designated representative) may withdraw their bid via email to the responsible Procurement Specialist any time *prior* to the solicitation due date and time.

10. **PUBLIC RECORD/CONFIDENTIAL INFORMATION**

All bids submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award. If the Bidder believes that any information provided throughout the procurement process should be withheld as confidential, it is the responsibility of the Bidder to submit to the Procurement Manager a statement when the confidential information is submitted which identifies those items the Bidder believes to be confidential and the legal reason(s) why they are confidential. The Procurement Manager shall review the request for confidentiality and advise the Bidder in writing if the information will be treated as confidential by the City. If the City receives a public records request for any of the information determined to be confidential by the Procurement Manager, the City will use reasonable efforts to give notice to the Bidder prior to the release of the information.

11. **BID ACCEPTANCE PERIOD**

In order to allow for an adequate evaluation, the City requires a bid in response to this Solicitation to be valid for one hundred twenty (120) days after the opening time and date.

12. **DISCUSSIONS**


The City reserves the right to conduct discussions with Bidders for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the submittal in order to clarify a bid and assure full understanding of, and responsiveness to, solicitation requirements.

13. **PERSONNEL**

It is essential that the Bidder provide adequate experienced personnel, capable of and devoted to the successful accomplishment of the work to be performed in this Solicitation. The Bidder agrees that those persons identified in their submittal shall not be removed or replaced without a written request to and approval from the City.

14. **AWARD OF CONTRACT**

- a. The contract will be awarded pursuant to the provisions of the City of Goodyear Procurement Code. Unless the Bidder states otherwise, or unless provided within this solicitation, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City. Notwithstanding any other provision of this solicitation, the Procurement Manager further reserves the right to i) waive any immaterial defect or informality; ii) reject any or all bids, or portions thereof; iii) reissue the solicitation; or iv) modify or cancel this solicitation.
- b. A response to a solicitation is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's solicitation and the written amendments thereto, if any. If City Council approval is necessary, bids do not become contracts unless and until they are accepted by the

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City Council. A contract is formed when written notice of award(s) is provided to the successful Bidder(s). The Contract has its inception in the award document, eliminating a formal signing of a separate contract.

- c. In the event the City should receive two or more identical bids, the awardee will be determined by lottery.

15. BUSINESS REGISTRATION PERMIT

Bidders awarded contracts with the City shall be required to obtain a City of Goodyear Business Registration Permit through the Goodyear Business Registration Office. For further information call Building and Safety, Myra Russell at (623) 882-7928 or myra.russell@goodyearaz.gov.

16. PROTESTS


- a. Any interested party may protest a solicitation issued by the City or the proposed award or the award of a City Contract by submitting a request in writing with the Procurement Manager for the City of Goodyear, with a copy directed to the City Attorney for the City of Goodyear as follows:

Jacque Behrens, CPPB
Procurement Manager
City of Goodyear
P.O. Box 5100
190 North Litchfield Road
Goodyear, AZ 85338

Roric Massey
City Attorney
City of Goodyear
P.O. Box 5100
190 North Litchfield Road
Goodyear, AZ 85338

- b. Writing: All protests must be in writing and shall include the following information:
- The name, address and telephone number of the protester;
 - The signature of the protester or its representative;
 - The solicitation or contract number;
 - A detailed statement of the legal or factual grounds of the protest including copies of relevant documents; and
 - The form of relief requested. R3-4-16.01
- c. Time Frame: To be considered, protests must be filed during the time frame identified in the procurement code.
- *Protests of a solicitation* must be filed within five (5) days of the first advertising of the solicitation.
 - *Protests of an award* must be filed within ten (10) days of the issue date of the Notice of Award or Notice of Intent to Negotiate and Award.
- d. The Procurement Manager is required to notify all interested parties that a protest has been filed.

END OF INSTRUCTIONS TO OFFERORS

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SECTION 1. DEFINITIONS

- 1.1 “City” means the City of Goodyear.
- 1.2 “City Manager” means the manager of the City of Goodyear or designee.
- 1.3 “Contract” means this Goods/Services Contract and any attachments referenced herein, fully completed and executed between the City of Goodyear and the Contractor.
- 1.4 “Contractor” means the individual, partnership, entity or corporation who, as a result of the competitive process, is awarded a contract by the City of Goodyear to provide goods and/or services.
- 1.5 “Days” means calendar days unless otherwise specified herein.
- 1.6 “Litigation Expense” means any court filing fee and costs, arbitration fees or costs, witness fee, arbitration fees, and each other fee and cost of investigating and defending or asserting any claim for indemnification under this Contract, including, without limitation, in each case, attorneys’ fees, professional fees, disbursements and each other fee and cost of investigating and defending, appealing or asserting any claim for indemnification under this Contract.
- 1.7 “Loss” means any liability, loss, claim, settlement payment, cost and expense, interest, award, judgment, damages (including punitive damages), diminution in value, fines, fees and penalties or other charge, other than a litigation expense.
- 1.8 “Project” “Services” or “Work” means the subject matter of this Contract as more fully set forth in the attached Scope of Work, which may include delivery of goods and/or services.
- 1.9 “Subcontractor” means any individual, corporation, company, or other entity who contracts to perform work or render services or provide goods to a Contractor or to another subcontractor as part of this Contract with the City.

SECTION 2. TERM OF CONTRACT

- 2.1 The term of the contract may be automatically extended to include the warranty period.
- 2.2 Contractor shall not commence work until Contractor receives a purchase order signed by the City procurement manager or designee.

SECTION 3. COMPENSATION AND PAYMENTS

- 3.1 COMPENSATION: Total compensation to be paid under this Contract shall not exceed the purchase order amount.
- 3.2 Contractor shall invoice City on or before the 10th day of each month for goods and/or services provided under this contract during the prior month. All invoices shall contain itemized hourly fees, unit cost, extended cost of goods and supporting documentation for all invoiced amounts. All invoices to the City



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shall identify the specific item(s) being billed and the Purchase Order number. Items are to be identified by the name, model number, and/or serial number most applicable.

- 3.3 City shall make every effort to process payments to Contractor within thirty (30) calendar days after the receipt of a correct and approved invoice, unless a good faith dispute exists to any obligation to pay all or a portion of the invoice or account.
- 3.4 **PRICE ADJUSTMENT/CONTRACT EXTENSION:** The City's Office of Procurement will review fully documented requests for price increase after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The Office of Procurement will determine whether the requested price increase or alternate option is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.
- 3.5 **PRICE REDUCTION:** A price reduction may be offered at any time during the term of the contract and shall become effective upon notice.
- 3.6 **LATE SUBMISSION OF CLAIM BY CONTRACTOR:** The City will not honor any invoices or claims which are tendered one (1) year after the last item of the account accrued.
- 3.7 **ESTIMATED QUANTITIES:** Quantities identified in the Solicitation are the City's best estimate and do not obligate the City to order or accept more than the City's actual requirements during the period of this Contract as determined by actual needs and availability of appropriate funds. It is expressly understood and agreed that Contractor is to supply the City with its complete and actual requirements for the contract period.
- 3.8 **PRODUCT DISCONTINUANCE:** In the event that a product or model identified in the offer is subsequently discontinued by the manufacturer, the City at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request permission to substitute a new product or model and provide all of the following:
1. A formal announcement from the manufacturer that the product or model has been discontinued;
 2. Documentation from the manufacturer that names the replacement product or model;
 3. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation;
 4. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model; and
 5. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.
- 3.9 **USAGE REPORT:** The Contractor may be required to provide a usage report to the Procurement Manager.
- 3.10 **DISCOUNTS:** Payment discounts will be computed from the date receiving acceptable goods, materials and/or services or correct invoice, whichever is later to the date payment is mailed.
- 3.11 **NO ADVANCE PAYMENT:** Advance payments will not be authorized; payment will be made only for actual goods or services that have been received.



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- 3.12 **FUND APPROPRIATION CONTINGENCY:** The Parties recognize that the continuation of any contract after the close of any given fiscal year of the City of Goodyear, which fiscal year ends on June 30 of each year, shall be subject to appropriation and allocation of funds by the Goodyear City Council.
- 3.13 **F.O.B. POINT:** All prices are to be quoted F.O.B final destination, unless otherwise specified elsewhere in the solicitation.
- 3.14 **TAXES:** Contractor shall be solely responsible for any and all tax obligations that may result from Contractor's performance of this Contract.

SECTION 4. TERMINATION

- 4.1 **TERMINATION FOR CONVENIENCE:** City at any time and for any reason and without cause may terminate, suspend or abandon any portion, or all, of this Contract at City's convenience. In the event that the City terminates, suspends or abandons any part of the services, the City shall provide notice to the Contractor. Upon receipt of notice, the Contractor shall, unless the notice directs otherwise, immediately discontinue further services and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

The Contractor shall appraise the services completed prior to receiving notice of the termination, abandonment or suspension and deliver to the City all drawings, special provisions, field survey notes, reports, estimates and any and all other documents or work product generated by the Contractor under the contract, entirely or partially completed, together with all unused materials supplied by the City.

In the event of termination, abandonment or suspension, Contractor shall be paid for services satisfactorily performed prior to receipt of such notice including reimbursable expenses then incurred. However, in no event shall the fee exceed that set forth in Section 4 of this Contract. Contractor shall not be entitled to any claim or claim of lien against Owner for any additional compensation or damages in the event of such termination and payment.

The City shall make final payment within thirty (30) days after the Contractor has fully complied with the provisions of Section 5 and Contractor submits a correct and approved final invoice for the fee that has been agreed to by the Parties.

- 4.2 Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Goodyear is a violation of the contract and the City of Goodyear Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

SECTION 5. RISK OF LOSS AND LIABILITY

- 5.1 **INDEMNIFICATION:** Unless a federal and state statute that expressly prohibits such indemnification, Contractor shall defend, indemnify, save and hold harmless the City of Goodyear, its officials, directors, officers, employees, agents, and representatives (hereinafter referred to as "Indemnitee") at all times after the date of this Contract from and against any and all Claims, caused by, relating to, arising out of, or alleged to have resulted from, in whole or in part, any negligent, reckless or intentional acts, errors, fault,



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mistakes, omissions, work, goods or service of the Contractor, its directors, officers, employees, agents, representatives, or any tier of subcontractors or any other person for whose acts, errors, fault, mistakes omissions, work, goods or service the Contractor may be legally liable in the performance of this Contract. The Indemnification provided hereunder shall extend to Claims arising out of, or recovered under, Arizona's Workers' Compensation Law or the failure of Contractor to conform to any applicable and appropriate 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 Contractor from and against any and all Claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

In consideration of the award of this contract, Contractor agrees to waive all rights of subrogation against Indemnitee for Claims arising from the work performed by Contractor, its directors, officers, employees, agents, representatives, or any tier of subcontractors pursuant to this Contract. This indemnification provision shall survive the expiration or earlier termination of this Contract.

For purposes of this Indemnification provision the term Claims shall mean claims, suits, actions, demands, proceedings, losses, settlement payments, disbursements, expenses, and damages of every kind and description (including but not limited to costs, interest, awards, judgments, diminution in value, fines, penalties or other charges, reasonable attorneys' fees, other professionals' fees, court filing fees and costs, arbitration fees, witness fees, and each other fee and cost of investigating and defending, negotiating, appealing or asserting any claim for indemnification under this Contract) (collectively referred to "Litigation Expenses").

- 5.2 **INDEMNIFICATION – PATENT, COPYRIGHT AND TRADEMARK:** The Contractor shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, copyright or trademark or other proprietary rights of any third parties arising out of contract performance or use by the City of materials furnished or Services performed under this Contract. The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any claim, suit or proceeding which is, has been, or may be brought against the City and its agents for alleged infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this Contract and the Contractor further agrees to indemnify the City against any and all expenses, losses, royalties, profits and damages including courts costs and attorney's fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein. The City may be represented by and actively participate through its own counsel in such suit or proceedings, it so desires. It is expressly agreed by the Contractor that these covenants are irrevocable and perpetual.
- 5.3 **TITLE AND RISK OF LOSS:** The title and risk of loss of material or services shall not pass to the City until the City actually receives and accepts the materials or services at the point of delivery; and such loss, injury or destruction shall not release the Contractor from any obligation hereunder.
- 5.4 **ACCEPTANCE:** All materials or services are subject to final inspection and acceptance by the City. Materials or services failing to conform to the specifications of this Contract shall be held at Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. The City may elect to do any or all of the following: a) Waive the non-conformance; b) Stop the work




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- immediately; c) Bring materials into compliance; and/or d) Terminate the Contract and seek all remedies available in law and in equity. This shall be accomplished by a written determination by the City.
- 5.5 **LOSS OF MATERIALS**: The City does not assume any responsibility, at any time, for the protection of or for the loss of materials, from the execution of this Contract until the final acceptance of the work by the City.
- 5.6 **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH**: Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials and/or services. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
- 5.7 **SHIPMENT UNDER RESERVATION PROHIBITED**: Contractor is not authorized to ship goods or perform services under reservation, and no tender of an invoice or bill of lading will operate as a tender of the goods or services.
- 5.8 **WORK PERFORMED AT CONTRACTOR'S RISK**: Contractor shall take all precautions reasonably necessary and shall be responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall utilize all protections reasonably necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.
- 5.9 **SAFETY STANDARDS**: All items supplied pursuant to this Contract shall comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.
- 5.10 **PROJECT STAFFING**: Prior to the start of any Services under this Contract, the Contractor shall submit to the City detailed resumes of key personnel that will be involved in performing Services prescribed in the Contract for review and approval. At any time hereafter that the Contractor desires to change key personnel while performing under the Scope, the Contractor shall submit the qualifications of the new personnel to the City for prior approval. Key personnel include but are not limited to the Contractor's principal-in-charge, project manager, project designer, project architect, system architect, system manager and system engineer.
- The Contractor will maintain an adequate and competent staff of qualified persons throughout the performance of this Contract as necessary for acceptable and timely completion of the services. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor shall take prompt corrective action and, if required, remove such personnel from the Project and replace them with the new personnel agreed to by the City.
- 5.11 **SUBCONTRACTORS**: Prior to beginning the work, the Contractor shall furnish the City for approval the names of subcontractors to be used on this Project. Any subsequent changes are subject to the approval of the City.
- 5.12 **DAMAGE TO CITY PROPERTY**: Contractor shall perform all work so that no damage to any City buildings or property results. Contractor shall repair any damage caused to the satisfaction of the City at no cost to the City. Contractor shall take care to avoid damage to adjacent finished materials that are to

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remain. If finished materials are damaged, Contractor shall repair and finish in a manner which matches existing material as approved by the City at the Contractor's expense.

- 5.13 **FORCE MAJEURE:** Neither Party shall be in default by reason of any failure in performance of this Contract if such failure arises out of causes beyond their reasonable control and without the fault or negligence of said Party including, unforeseeable Acts of God; terrorism or other acts of public enemy; war and epidemics or quarantine restrictions.

If either Party is delayed at any time in the progress of the Work by force majeure, the delayed Party shall notify the other Party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in the notice. The notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this provision. The delayed Party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed Party from performing in accordance with this contract.

SECTION 6. CONTRACT INTERPRETATION

- 6.1 **DISPUTES, GOVERNING LAW, ATTORNEY FEES:** Should any dispute, misunderstanding or conflict arise as to the terms or provisions contained in this Contract, the matter shall first be referred to the City, and the City shall determine the term or provision's true intent and meaning.

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 regard to choice of law or conflicts of laws principles thereof. Any action arising out of this Contract shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Maricopa. The prevailing Party shall be reimbursed by the other Party for all attorney fees and all costs and expenses, including but not limited to all service of process, filing fees, court and court report costs, investigative costs, and expert witness fees which are incurred in any legal proceeding whatsoever arising out of this Contract, including, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearing.

- 6.2 **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by federal, state or local law to be in this Contract shall be read and enforced as though it were included herein and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party the Contract shall forthwith be physically amended to make such insertion or correction.
- 6.3 **PAROL EVIDENCE:** This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage in trade shall be relevant to contradict, supplement or explain any term used in this Contract.
- 6.4 **SEVERABILITY:** If any provision in this Contract or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Contract and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.



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- 6.5 **CONTRACT ORDER OF PRECEDENCE:** In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following shall prevail in the order set forth below:
1. Special Terms and Conditions
 2. Standard Terms and Conditions
 3. Specifications
 4. Fee Schedule
 5. Attachments
 6. Exhibits
 7. Invitation to Bid, Instructions to Bidders and other documents referenced or included.
- 6.6 **INTEGRATION:** This Contract contains the full agreement of the parties hereto. Any prior or contemporaneous written or oral agreement between the parties regarding the subject matter hereof is merged and superseded hereby.
- 6.7 **INDEPENDENT CONTRACTOR:** Each Party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one Party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
- 6.8 **NON-WAIVER MONIES DUE:** The City of Goodyear as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.
- 6.9 **AMBIGUITIES NOT HELD AGAINST DRAFTER:** This Contract having been freely and voluntarily negotiated by all parties and the rule of contract construction that ambiguities, if any, in any term or condition of an agreement are held against the drafter of the agreement is not applicable to this Contract.
- 6.10 **NON-WAIVER CONTRACT PROVISION:** The failure of either Party to enforce any of the provisions of this Contract or to require performance of the other Party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of this Contract or any part thereof, or the right of either Party to thereafter enforce each and every provision.
- 6.11 **COOPERATION AND FURTHER DOCUMENTATION:** The Contractor agrees to provide the City all duly executed documents as shall be reasonably requested by the City to implement the intent of this Contract.

SECTION 7 CONTRACT ADMINISTRATION AND OPERATION

- 7.1 **WORK PRODUCT, EQUIPMENT AND MATERIALS:** All work product, equipment, or materials created or purchased under this Contract are considered the sole property of the City and must be delivered to the City upon termination, abandonment of the Contract or final payment to the Contractor and shall not be used or released by the Contractor without prior authorization from the City. Work product includes, but is not limited to, plans, specifications, cost estimates, tracings, studies, design analyses, original Mylar



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drawings, computer aided drafting and design (CADD) file, computer disks and/or other electronic records and media. Contractor agrees that all materials prepared under this Contract are “works for hire” within the meaning of the copyright laws of the United States and assigns to City all rights and interest Contractor may have in the materials it prepares under this Contract, including any right to derivative use of the materials. Contractor shall place the professional seal of Contractor on all plans and documents prepared in the performance of this Contract.

- 7.2 **CONFIDENTIALITY AND ENCRYPTION:** All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor in connection with this Contract are confidential, proprietary information owned by the City. Except as specifically provided in this Contract, the Contractor shall not disclose data generated in the performance of the Service to any third person without the prior written consent of the City Manager.

Personal identifying information, financial account information or restricted City information, whether electronic format or hard copy, are considered confidential information and must be secured and protected at all times to avoid unauthorized access. At a minimum Contractor shall ensure that all electronic transmissions of confidential data are encrypted and any cryptographic algorithm implementations used must have been validated by the National Institute of Standards and Technology (NIST). The use of proprietary encryption algorithms will not be allowed for any purpose. The export of encryption technologies is restricted by the U.S. Government.

In the event that data collected or obtained by Contractor in connection with this Contract is believed to have been compromised, Contractor shall notify the City Attorney immediately. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

Contractor agrees that the requirements of this section shall be incorporated into all subcontractor agreements entered into by the Contractor. It is further agreed that a violation of this section shall be deemed to cause irreparable harm and justifies injunctive relief in court. A violation of this section may result in immediate termination of this Contract without further notice. The obligations of Contractor under this section shall survive the termination of this Contract.

- 7.3 **CONFLICT OF INTEREST/THIRD PARTIES:** Contractor shall provide written notice to the City as set forth in this section, of any work or Services performed by the Contractor for third parties that, to the extent that the Contractor is aware, involves or is associated with any real property or personal property owned or leased by the City or which may be adverse to the City. Notice shall be given seven (7) days prior to commencement of the Services by the Contractor for a third party. Written notice and disclosure shall be sent to:

Roric Massey, City Attorney
City of Goodyear
190 N. Litchfield Rd
Goodyear, Arizona 85338

Actions that are considered to be adverse to the City include but are not limited to:

1. Using data acquired in connection with this Contract to assist a third party in pursuing administrative or judicial action against the City;



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2. Testifying or providing evidence on behalf of any third party in connection with an administrative or judicial action against the City; and
3. Using data to produce income for the Contractor, its subcontractors or employees independently of performing the services under this Contract, without the prior written consent of the City.

The Contractor represents that except for those persons, entities and projects identified to the City, the Services to be performed by the Contractor under this Contract are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the interests of the City. The Contractor's failure to provide a written notice and disclosure of the information as set forth in this section shall constitute a material breach of Contract.

- 7.4 **CONFLICT AUDIT:** Within thirty (30) days of being requested to do so, Contractor agrees to provide the City an itemized summary of any and all gifts a Contractor, its directors, officers, managers, employees, agents and/or representatives have made to any City employee during the year prior to the date of the Contract through the date of the request. The summary shall include the date the gift was made, a description of the gift, the City employee(s) that received the gift, and the value of the gift. The summary shall be signed and its truthfulness certified by Contractor. For purposes of this section the terms "Gift" means anything of value that is provided to the employee and includes, by way of example, but not limitation, meals, free use of vacation homes, low interest or no interest loans, tickets to sporting events, tickets to charitable events, entertainment expenses, travel expenses, drinks, and the like. The failure to comply with any request made pursuant to this section and/or the submission of a summary that contains material misrepresentations constitutes grounds for debarment and the refusal to allow Contractor to participate in any future contracts with the City.
- 7.5 **AUDIT OF RECORDS:** Contractor shall retain, and shall contractually require each and every subcontractor that performs any Work under this Contract to retain all books, accounts, reports, files and any and all other records relating to the contract (hereinafter referred to as "Contract Documents") for six (6) years after completion of the Contract. City, upon written request and at reasonable times, shall have the right to review, inspect, audit and copy all Contract Documents of the Contractor and any subcontractors. Contractor shall produce the original Contract Documents at City Hall, currently located at 190 N. Litchfield Road, Goodyear, Arizona, or at such other City facility within the City as designated by the City in writing. If approved by City Attorney in writing, photographs, microphotographs, or other authentic reproductions may be maintained instead of original Contract Documents.
- 7.6 **AUDIT/BILLING AND EXPENSES:** The City reserves the right to request supporting documentation for all hourly amounts, cost of goods and reimbursable expenses charged to the City. Such records will be subject to audit at any time during the term of this Contract and for a period not to exceed two (2) years after any amount is billed. Within thirty (30) days of receiving a request, the Contractor will furnish to the City original invoices to support all charges and complete payroll records to support such hourly labor charges. The City reserves the right to audit any other supporting evidence necessary to substantiate charges related to this Contract, both direct and indirect costs, including overhead allocations if they apply to hourly costs associated with this Contract. If requested by the City, the Contractor will provide supporting records electronically in addition to a hard copy.

If the audit reveals overcharge, the Contractor will reimburse the City upon demand for the amount of such overcharges plus interest thereon from the date paid by the City through the date of reimbursement. If the



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overcharges exceed 5% of Contractor's compensation, then Contractor shall also reimburse the City for the cost of the audit.

The Contractor shall include a similar provision in all of its agreements with subcontractor providing goods and/or services under this Contract to ensure the City, its authorized representative, and/or the appropriate federal agency, has access to the subcontractor records to verify the accuracy of any similar amounts charged to the City.

- 7.7 **ADVERTISING:** Contractor and all subcontractors shall not advertise or publish new releases concerning this Contract, goods or services provided to the City without prior written consent of the City Attorney.
- 7.8 **CITY MARKS:** The Contractor and all subcontractors shall not use any trade name, trademark, service mark, or logo of the City (or any name, mark or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
- 7.9 **LICENSES AND PERMITS:** Contractor and all subcontractors shall keep current federal, state, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.
- 7.10 **E-VERIFY:** Contractor and all subcontractors warrant compliance with the e-verify statute, A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of this contract, and shall subject this contract to penalties up to and including termination of the contract. The City retains the right to inspect the papers and records of any of Contractor's employees or any subcontractor employees working on the contract to ensure compliance with this requirement. For this section, Contractor shall have the meaning of Contractor as found in A.R.S. § 41-4401, and subcontractor has the same meaning as found in A.R.S. § 41-4401.
- 7.11 **NON-DISCRIMINATION:** Contractor and all subcontractors will not discriminate against any person on the basis of race, color, religion, age, gender, or national origin in the performance of this Contract, and shall comply with the terms and intent of Title VI of the Civil Rights Act of 1964, P.L. 88-354.
- 7.12 **COMPLIANCE:** The Contractor and all subcontractors understand and agree to comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 as amended. The Contractor agrees to comply with these laws and Arizona Executive Order 2009-09 in performing this Contract and to permit the City to verify such compliance.
- 7.13 **CONTINUATION DURING DISPUTES:** Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, the Contractor shall continue to perform the obligations required of the Contractor during the continuation of any such dispute unless enjoined or prohibited by the City or an Arizona Court of competent jurisdiction.
- 7.14 **COOPERATIVE STATEMENT:** This contract shall be for the use of the City of Goodyear. In addition, specific eligible specific political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. Any eligible agency may elect to participate (piggyback) on this contract if the Contractor agrees to do so.



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- 7.15 **CAPTIONS:** The captions used herein are for convenience only and are not a part of this Contract and do not in any way limit or amplify the terms and provisions hereof.
- 7.16 **BANKRUPTCY:** This Agreement, at the option of the City, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of the Contractor.

SECTION 8 CONTRACT CHANGES

- 8.1 **MODIFICATION:** No supplement, modification, or amendment of any term of this Contract will be deemed binding or effective unless in writing and signed by the Parties with authority to do so. This section does not prohibit the City from unilaterally extending the contract term.
- 8.2 **SUCCESSORS AND ASSIGNS:** This Contract is binding on the parties' respective partners, successors, assigns, and legal representatives. Contractor will not assign, sublet, or transfer its right or interest in this Contract nor monies due, in whole or in part, or delegation any duty of Contractor without the prior written consent of the City. Any assignment or delegation made in violation of this section shall be void. In no event does this Contract create any contractual relationship between the City and any third party.
- 8.3 **THIRD PARTY BENEFICIARY:** Nothing under this Contract shall be construed to give any rights or benefits in the Contract to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Contract will be for the sole and exclusive benefit of City and the Contractor, and not for the benefit of any other Party.
- 8.4 **AUTHORIZED CHANGES:** The City reserves the right at any time to make changes in any one or more of the following: (i) specifications; (ii) methods of shipment or packing; (iii) place of delivery; (iv) time of delivery; and/or (v) quantities. If the change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or deliver schedule, or both. Any claim for adjustment shall be deemed waived unless asserted in writing within thirty (30) days from the receipt of the change. Prior increases or extensions of delivery time shall not be binding on the City unless evidenced in writing and approved by the City.
- 8.5 **SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the goods, Service or Work specified herein without the advance written approval of the City.
- 8.6 **CONTINGENT FEES:** Contractor warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the City Council, or any employee of the City of Goodyear has any interest, financially, or otherwise, in the Contractor's business/firm. For breach or violation of this warranty, the City of Goodyear shall have the right to annul this Contract without liability, or at its discretion to deduct from the Contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.
- 8.7 **LIENS:** Contractor shall hold the City harmless from claimants supplying labor or materials to the contractor or subcontractors in the performance of the work required under this Contract.

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SECTION 9 WARRANTY

- 9.1 **GUARANTEE:** Unless otherwise specified, all items shall be guaranteed for a minimum period of one (1) year from the date of acceptance by the City against defects in material and workmanship. At any time during that period, if a defect should occur in any item that item shall be replaced or repaired by the Contractor at no obligation to the City except where it is shown that the defect was caused solely by misuse of the City.
- 9.2 **QUALITY:** Contractor expressly warrants that all goods and services furnished under this Contract shall conform to the specifications, appropriate standards, and will be new and free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods and services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which City intends to use the goods or services, Contractor warrants that goods and services furnished will conform in all respect to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to City, its successors and assigns.
- 9.3 **RESPONSIBILITY FOR CORRECTION:** Any defects of design, workmanship, or materials that would result in non-compliance with the contract specification shall be fully corrected by the Contractor (including parts, labor, shipping or freight) without cost to the City. This includes any necessary labor to remove, repair, install, or to ship or transport any item to a point of repair and return. It is agreed that the Contractor shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. Contractor agrees that if the product or service offered does not comply with the foregoing, the City has the right to cancel the purchase at any time with full refund within 30 calendar days after notice of non-compliance and Contractor further agrees to be fully responsible for any consequential damages suffered by the City.
- 9.4 **INVESTIGATION OF CONDITIONS:** The Contractor warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which it is to perform and enters into this Contract based upon the Contractor's own investigation.
- 9.5 **WORKMANSHIP:** Where not more specifically described in any of the various sections of the specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services or goods. All goods and services shall be provided and executed by personnel skilled in their respective lines of work. Contractor warrants that all goods and services delivered under this contract shall conform to the specifications of this contract. Additional warranty requirements may be set forth in the Solicitation.
- 9.6 **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or subcontractor which is related to the performance of any contract as awarded or to be awarded.



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- 9.7 PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL: All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
- 9.8 SURVIVAL: Sections 6, 7, 8, 9, 10 and 11 will survive the completion, termination and/or abandonment of this Contract.
- 9.9 COMPLIANCE WITH APPLICABLE LAW: Contractor shall comply with all applicable federal, state and local laws, codes and regulations; including all applicable building regulations, license and permits requirements.

SECTION 10 CITY CONTRACTUAL RIGHTS

- 10.1 RIGHT OF ASSURANCE: Whenever the City in good faith has a reason to question the Contractor's intent or ability to perform, the City may demand that the Contractor give written assurance of the intent and ability to perform. In the event that a demand is made and no written assurance is given within five (5) work days, the City may treat this failure as an anticipatory repudiation of this contract.
- 10.2 NON-EXCLUSIVE REMEDIES: The rights and remedies of the City under this Contract are non-exclusive.
- 10.3 DEFAULT IN ONE INSTALLMENT TO CONSTITUTE BREACH: Each installment or lot of this Contract is dependent on every other installment or lot and a delivery of non-conforming goods or services or a default of any nature under one installment or lot will impair the value of the whole Contract and constitutes a breach of the Contract as a whole.
- 10.4 TIME IS OF THE ESSENCE: Time of each of the terms, covenants, and conditions of this Contract is hereby expressly made of the essence. The City is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Contractor.
- 10.5 NON-EXCLUSIVE CONTRACT: The City reserves the right to purchase goods or services from another source only when necessary and determined appropriate by the City's Procurement Manager.
- 10.6 STRICT PERFORMANCE: Failure of either Party to insist upon the strict performance of any item or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, or the acceptance of materials or services, obligations imposed by this Contract or by law shall not be deemed a waiver of any right of either Party to insist upon the strict performance of the Contract.
- 10.7 CONFLICT OF INTEREST: This Contract is subject to the provisions of A.R.S. § 38-511 and may be canceled by the City, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the City is, or becomes, an employee, consultant, or agent of Contractor in any capacity with respect to the subject matter of the Contract while the Contract or any extension or amendment thereof, is in effect.



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10.8 **DEFAULT:** In the case of default by the Contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (i) deduction from an unpaid balance due; (ii) collection against the bid and/or performance bond, or (iii) a combination of the aforementioned remedies or other remedies as provided by law.

10.9 **NOTICES:** Unless otherwise provided herein, demands under this Contract will be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally delivered to the Party to whom notice is to be given, or (b) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified postage prepaid and properly addressed as follows:

To City:

Brian Harvel, Pavement Manager
Engineering Department
14455 W Van Buren St, Suite D101
Goodyear, AZ 85338

To Contractor:

Copy to:
Roric Massey
City of Goodyear, City Attorney
190 N. Litchfield Road
Goodyear, AZ 85338

10.10 This Contract shall be in full force and effect only when it has executed by duly authorized City officials and the duly authorized agent of the Contractor.


SECTION 11. CERTIFICATION

11.1 By signing on the offer and acceptance page, the individual certifies that they are authorized to sign on behalf of Contractor and further certifies that (a) No collusion or other anti-competitive practices were engaged in to arrive at the terms of this Contract, and that this Contract is subject to the provisions of A.R.S. Section 38-511; (b) The Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with this Contract. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resultant contract, and the Contractor may be debarred.

SECTION 12. LICENSING, DEBARMENT AND SUSPENSION

12.1 **Licensing/Permits:** Contractor warrants and certifies that Contractor and its Subcontractors will maintain valid licenses, registrations, permits, and other approvals necessary to perform the Services required under this Contract ("Approvals"). Contractor shall immediately advise the City in writing of any change in information provided by Contractor or its subcontractors as it relates to any Approvals. Noncompliance with this provision is a material breach of Contract.

12.2 **Debarment/Suspension:** Contractor warrants and certifies neither Contractor nor any of its subcontractor:

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- a. Are presently debarred, suspended, proposed for debarment, declared ineligible or otherwise legally excluded from contracting with any federal, state or local government entity; and
 - b. Have not been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property within a three (3) year period preceding this Contract;
 - c. Are not, or have not been, indicted of or otherwise criminally charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing any public transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property, and
 - d. Have not had one or more public transaction (federal, state or local) terminated for cause or default.
- 12.3 City has no affirmative duty or obligation to confirm or deny the existence or issuance of any Approvals or Debarments, or to examine Contractor's contracting ability.

END OF STANDARD TERMS AND CONDITIONS



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SECTION 1. TERM OF CONTRACT

1. The term of this Contract shall be one (1) year commencing on the effective date, which is the date last signed by both Parties, and may be extended or renewed for consecutive additional one (1) year periods, not to exceed a total of five (5) years, subject to appropriations and mutual agreement of the Parties. The City has no obligation to extend or renew this contract, and any decision to do so is at the sole discretion of the City.

SECTION 2 INSURANCE

- 2.1 Minimum Scope and Limits of Insurance. Contractors shall obtain and maintain in full force and effect during the life of this Contract, and any warranty period, all of the following minimum scope of insurance coverages with an insurance company duly licensed by the State of Arizona with a current A.M. Best Company, Inc rating of not less than A- or above and a category rating of not less than "VIII" with policies and forms satisfactory to the City. Use of alternative insurers requires prior written approval from City.
- 2.2 Commercial General Liability. Commercial General Liability insurance with a limit of not less than \$1,000,000, per occurrence and \$2,000,000 in the aggregate. The policy shall include coverage for premises-operations, products-completed operations, contractual liability, bodily injury, and property damage, but shall not be limited to the liability assumed under the indemnification provisions of this Contract. Coverage shall be at least as broad as Insurance Service Office policy form CG 00 01 07 98 or any replacement thereof, and shall be an occurrence-based policy. The Certificate of Insurance for the Commercial General Liability insurance policy shall expressly cover the indemnification obligations required by this Contract. These limits may be met through a combination of primary and excess liability coverage.
- 2.3 Automobile Liability. Commercial and Business Automobile Liability insurance for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than \$1,000,000, combined single limits, per occurrence for bodily injury and property damage. Coverage shall be at least as broad as coverage Code 1 "any auto" under Insurance Service Office policy form CA 00 01 10 01 or any replacement thereof.
- 2.4 Workers' Compensation. Workers' Compensation as required by State and federal law statutes having jurisdiction over its employees engaged in the performance of any Services herein. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- 2.5 Umbrella/Excess Liability. Contractor and Subcontractor shall maintain Umbrella and Excess Liability insurance with an limit of not less than \$2,000,000 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. Primary per occurrence coverage may be used to fulfill this requirement.
- 2.6 Claim Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the City.
- 2.7 Notice of Cancellation. Each certificate for each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in




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coverage by endorsement to limits lower than those required by this Contract, except after prior written consent from the City. Notice will be sent as required herein.

- 2.8 **Additional Insureds.** The Commercial General Liability and Business Automobile Liability policies shall contain or be endorsed to contain the following provision: “The City of Goodyear and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to liability arising out of, or related to, activities performed by or on behalf of the Contractor pursuant to its contract with the City; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor.”
- 2.8.1 **Additional Insured – Goodyear Ballpark and Recreational Complex.** Any Contracts addressing, or related to, the Goodyear Ballpark and Recreational Complex shall also identify the Cleveland Indians Baseball Company, and the Cincinnati Reds, LLC as additional insured and endorse the same.
- 2.9 **Primacy of Coverage.** Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of insurer’s liability. Contractor’s policy shall be primary and non-contributory.
- 2.10 **Certificates of Insurance/Endorsements.** Contractor shall provide City with Certificates of Insurance and proper additional insured endorsements as required by this Contract and as described above, in a form and content approved by City, prior to performing any services under this Contract. The Certificates of Insurance shall be attached hereto and incorporated hereby by this reference.
- 2.11 **No Representation of Coverage Adequacy.** The insurance requirements herein are *minimum requirements*. The City in no way warrants that the minimum requirements are sufficient to protect Contractor from liabilities that might arise out of the performance of the Work under this Contract by Contractor, and the Contractor is free to purchase additional insurance. Any insurance coverage carried by the City or its employees is excess coverage and not contributory coverage to that provided by the Contractor. The amount and type of insurance coverage requirements set forth herein shall in no way be construed as limiting the scope of the indemnification obligations under this Contract.
- 2.12 **Non-Waiver.** The City reserves the right to review any and all insurance policies and/or an endorsement required by this Contract, but has no obligation to do so. Failure to identify any insurance deficiency shall not relieve the Contractor from, nor be construed or deemed a waiver of its obligation to maintain the required insurance at all times during the performance of this Contract. Any failure of Contractor to comply with the reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, agents, employees and volunteers.
- 2.13 **Notice of Cancellation.** Each certificate for each insurance policy required by this Section shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage by endorsement to limits lower than those required by this Contract except after prior written consent from the City.
- 2.14 **Claim Reporting.** Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the City.

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Other Contractors or Vendors. Contractor shall ensure its subcontractors and any vendors that may be contracted with in connection with the Project procure and maintain insurance coverage as is appropriate for their particular contract and properly endorse the City as required in this Section 9.

3. **BONDING**

3.1 A bid bond for ten (10%) of the bid price is required to be submitted with the bid.

3.2 A performance bond for one hundred (100%) of the Contract price is required at the time of execution of the Contract and shall meet the requirements of A.R.S., Title 34, as amended, if applicable.

3.3 A payment bond for one hundred (100%) of the Contract price is required at the time of execution of this Contract and shall meet the requirements of A.R.S., Title 34, as amended, if applicable.

END OF SPECIAL TERMS AND CONDITIONS



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Scope of Work

HIGH DENSITY MINERAL BOND

PART 1 – GENERAL

1.0 Location of Work:

All work to be located within the City of Goodyear, Maricopa County, Arizona

Proposed Work:

- A. The contract work consists of all necessary labor, material, transportation services and equipment, to perform High Density Mineral Bond Application on City streets per contract specifications. Mineral aggregate and asphalt binder slurry spread as a high density mineral bond seal coat over a roadway surface.

Anticipated Start date: October 2015

1.1 REFERENCES

A. AASHTO Standards

R 9: Standard Recommended Practice for Acceptance Sampling Plans for Highway Construction.

B. ANSI Standards

B74.8: Procedure for Ball Mill Test for Friability of Abrasive Grain.

C. ASTM Standards

ASTM C 114: Standard Test Methods for Analysis of Hydraulic Cement.

ASTM C 117: Standard Test Method for Materials Finer Than 0.075mm (No. 22) Sieve in Mineral Aggregates by Washing.

ASTM C 128: Standard Test Method for Density, Relative Density (Specific Gravity), and Absorption of Fine Aggregate.

ASTM C 136: Standard Method for Sieve Analysis of Fine and Coarse Aggregates.

ASTM C 170: Standard Test Method for Compressive Strength of Dimension Stone.

ASTM C 604: Standard Test Method for True Specific Gravity of Refractory Materials by Gas Comparison Pycnometer.

ASTM C 1326: Standard Test Method for Knoop Indentation Hardness of Advanced Ceramics.

ASTM D 217: Standard Test Method for Cone Penetration of Lubricating Grease

ASTM D 721: Standard Test Method for Oil Content of petroleum Waxes.

ASTM D 1644: Standard Test Method for Nonvolatile Content (Solids by weight).

ASTM D 2170: Standard Test Method for Kinematic Viscosity of Asphalts (Bitumens).

ASTM D 2172: Standard Test Methods for Quantitative Extraction of Bitumen from Bituminous Paving Mixtures.

ASTM D 2196: Standard Test Method for Rheological Properties of Non-Newtonian materials by Rotational (Brookfield type) Viscometer.

ASTM D 2216: Standard Test Methods for laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass.



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Scope of Work

ASTM D 2486: Standard Test Method for determining wear resistance in cycles.

ASTM D 2697: Standard Test Method for Volume Nonvolatile Matter in Clear or Pigmented Coatings. ASTM D 2939: Standard Test Method for Emulsified Bitumens used as Protective Coatings.

ASTM D 3960: Standard Practice for Determining Volatile Organic Compound Content of Paints and Related Coatings.

ASTM E 70: Standard Test Method for pH of Aqueous solutions with the Glass Electrode.

1.2 SUBMITTALS

- A. Results of wear resistance test current within one calendar year (Article 2.3).
- B. Traffic control and notification plan.
- C. Mix Design: 10 days prior to use, submit proportions of aggregate, filler, water, polymer, and emulsion in the mix.
- D. Equipment: List of construction equipment to be used.
- E. Certification from emulsion manufacturer that states the emulsion meets the requirements described in Article 2.1 of this Section.

1.3 QUALITY ASSURANCE


- A. Contractor has successfully completed at least five (5) projects of similar size and nature, using the same mix design as described in this section. Upon request, provide a list of five (5) projects which have demonstrated a five year minimum proven performance on a bituminous surface. Acceptable performance after five year period is no less than 70% residual coverage in the treated surface area.
- B. Foreman of the crew has completed at least three (3) projects of similar size and nature.
- C. Do not change the source of the emulsified asphalt or aggregate without supporting changes in the mix design.
- D. Reject asphalt emulsion that does not meet requirements of this contract.
- E. Remove product found defective after installation and install acceptable product at no additional cost to City.
- F. If requested, submit a quality control inspections and testing report describing source and field quality control activities performed by Contractor and its Suppliers.

1.4 WEATHER

- A. Temperature:
 1. Apply surface treatment material when air and roadbed temperatures in the shade are 55 deg F. and rising.
 2. Do not apply surface treatment material if pavement or air temperature is below 60 deg F. and falling or if the finished product will freeze before 48 hours.
- B. Moisture: Do not apply surface treatment materials during rain, unsuitable weather, or 24 hours prior to forecast rain.

1.5 NOTICE

- A. Follow laws and regulations concerning when and to whom notices are to be given. Give written notices at least 2 days prior to applying surface treatment material.
- B. Indicate application time and when the surface can be used. Include a map signifying the specific area to be closed providing detailed directions.

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- C. Provide a minimum of two contacts that represent the Contractor with phone numbers which can be reached at any time during the project.
- D. Warn of potential vehicle tow away and other construction issues affecting neighborhood.
- E. Should work not occur on specified day, send a new notice 48 hours prior to when it is rescheduled.

1.6 ACCEPTANCE

A. General:

- 1. Acceptance is by Lot.
- 2. If non-complying material has been installed and no price for the material is specified, apply price adjustment against cost of work requiring complying material as part of its installation, Section 01 29 00.
- 3. Opening flexible paving surface treatment to vehicular traffic does not constitute acceptance.
- 4. Observation of Contractor's field quality control testing does not constitute acceptance. Such testing; however, may be used by Engineer for acceptance if requirements of Section 01 35 10 are met.
- 5. Dispute resolution, Section 01 35 10.

B. Surface Treatment Material:

- 1. Paving Asphalt: Acceptance is not specified in this Section. Refer to Section 32 12 03 and the material requirements in this Section for acceptance.
- 2. Aggregate Source: Verify suitability of aggregate source.
- 3. Mixture, Ready to Install: Lot size is one days' production with 10,000 gallons sub-lots. Collect samples randomly and test for density, ASTM D2939.

C. Placement

- 1. Lot size is 1 lane mile. Sub-lot size is 0.1 lane mile.
- 2. Mat Appearance:
 - a. No runoff onto concrete curbs and shoulders.
 - b. No streaking.
 - c. No light spots.
 - d. No de-bonding due to road contaminants.

- D. Price Adjustment: Mat appearance defects may be accepted if a 2.5 percent price reduction is applied against the Lot for each condition not met. Maximum price reduction for the Lot is 5 percent. Engineer may waive price adjustment if Contractor corrects deficiencies at no additional cost to City.

1.7 WARRANTY

The surface treatment material must carry a warranty from both the Contractor and the manufacturer for a period of five (5) years when applied to pavement in appropriate condition. The warranty includes coverage for peeling and pre-mature wear. Acceptable performance after five year period is no less than 70% residual coverage in the treated surface area.



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PART 2 - MATERIALS

2.1 EMULSIFIED ASPHALT

A. Non-ionic thixotropic mineral colloid at 77 Deg. F. meeting requirements of Section 32 12 03 and the following.

Criterion	ASTM	Min	Max
Brookfield Viscosity, cPs	D2196	8,000	20,000
Acidity, pH	E70	6.5	7.5
Weight, lbs/gal	D2939	8.7	9.1
Solids, percent	D2939	47	53

2.2. AGGREGATE

A. Refined Corundum:

Physical Properties			
Criterion	Standard	Min	Max
Specific Gravity	ASTM C 1326	--	3.92
Knoop 100 Hardness	ASTM D 721	--	2,050
Ball Mill Fiability (14 grit)	ANSI B74.8	--	50
Color	ASTM C 604	Brown	
Shape	ASTM D 2216	Blocky with sharp edges	
Gradation			
Sieve	ASTM	Target	Tolerance
No. 35	C 136	99	+1 and - 2
No. 45		85	+/- 2
No. 50		35	+/- 2
No. 60		7	+/- 2
NOTES			
(a) Gradation analyzed according to ASTM C 136 on a dry weight and percent passing basis.			



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2.3 MIX DESIGN

A. Use the following table as a guide for HDMB in LOADED Form (Ready to Install).

Table 3 – Selection Guide for LOADED (Ready to Install)			
Asphalt Emulsion			
Criterion	ASTM	Min	Max
Asphalt content by weight, percent	D 2172	14	
Residual asphalt by weight, percent	D 2939		30
Viscosity, Centipoise	D 2196	850cPs	
Weight per gallon, pounds	D 2939	9.0	
pH	E 70	6.1	7.9
Solids weight by percent, percent	D 1644	38	
Aggregate			
Criterion	ASTM	Min	Max
Bentonite and attapulgate clay, percent	--		1.8
Refined corundum / slate content, percent	--	30.5	
Sand or other round aggregate, percent	--		6
Maximum VOC:, g/l	--		10
Wear resistance @ 10,000 cycles (70 mils wet), percent	D 2486*		9.5
Pinholes on glass	--	No grazing on film	
Resistance to re-emulsification	--	Very good	

*Modified version of D2486: Modified brass brush 1000 grams attached on top, glass substrate panels air dried three days at room temperature, then soaked 24 hours prior to testing. Report in percentage of dry film loss at 10,000 cycles



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B. Use the following table as a guide for HDMB in CONCENTRATE Form.

Table 4 – Selection Guide for CONCENTRATE			
Asphalt Emulsion			
Criterion	ASTM	Min	Max
Asphalt content by weight, percent	D 2172	17	
Residual asphalt by weight, percent	D 2939		30
Cone penetration viscosity, cST/sec	D 217	350	450
Weight per gallon, pounds	D 2939	11	
Solids volume by percent, percent	D 2697	55	65
Solids weight by percent, percent	D 1644	60	
VOC, g/l	D 3960		10
Aggregate			
Criterion	ASTM	Min	Max
Bentonite and attapulgite clay, percent	--		1.8
Refined corundum / slate content, percent	--	34.5	
Sand or other round aggregate, percent	--		6
Maximum VOC:, g/l	--		10
Wear resistance @ 12,000 cycles (70 mils wet), percent	D 2486		9.5
Pinholes on glass	--	No grazing on film	
Resistance to re-emulsification	--	Very good	

*Modified version of D2486: Modified brass brush 1000 grams attached on top, glass substrate panels air dried three days at room temperature. Then soaked 24 hours prior to testing. Report in percentage of dry film loss at 10,000 cycles.

PART 3- EXECUTION

3.1 CONSTRUCTION EQUIPMENT

- A. Asphalt Distributor: Continuous flow mixing unit.
 - A. Capable of applying at least 15,000 square yards of material per day.
 - B. Equipped with full sweep helical mixer to assure proper suspension of fine aggregates.
 - C. Equipped with two separate filters. The primary filter should be at least 200 square inches with a filter face of 3/8 inch. The secondary filter needs to be at least 1500 square inches with a filter face of 1/8 inch.
 - D. Has a retractable spray bar with spacing of 16 inches between each discharge orifice. The bar should be positioned minimum of 20 inches from the surface, no more than 23 inches from the surface.
 - E. The contractor shall have a minimum of two fully operational mixing units at the project site at all times.
- B. Asphalt Distributor Calibration: On a test strip at least 300 feet long, determine the correct pump settings on the application equipment. Apply material with pump settings at 80% of maximum output at a ground speed of 352 feet per minute.
 - A. These distributors shall be available for inspection by the City at least 48 hours prior to commencing work.



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3.2 PREPARATION

- A. General:
 - A. Severely raveled or porous pavements may require tack coat.
 - B. Asphalt concrete inlay may be required in rut deformations.
- B. Surface Repair: Patch any holes, raveled areas, and low areas with asphalt concrete.
- C. Crack Repair: Section 32 01 17.
 - A. Remove plant materials from cracks, edges, gutter lines and joints.
 - B. Clean cracks with compressed air and vacuum unit.
 - C. Seal cracks with hot pour crack sealant. Material shall be squeezed into the cracks removing excess material.
 - D. Allow crack seal to cure before applying surface treatment material.
 - E. Cracks larger than 3/4" are to be sealed with Crafcro Poly Patch or approved equivalent.
- D. Traffic markings: Grind off existing pavement markings and lane striping that may prevent the adhesion of the material to the asphalt surface. Use reflective tabs to mark striping location before applying surface treatment material.
- E. Cleaning:
 - A. Remove loose material, mud spots, sand, dust, oil, vegetation and other objectionable material.
 - B. Do not flush water over cracks or apply pressurized water to cracked pavement.
 - C. Clean the surface immediately prior to installation.
- F. Tack Coat:
 - A. Apply tack coat to high absorbent, polished, oxidized, or raveled asphalt surfaces or to concrete or brick surfaces.
 - B. Tack coat should consist of one part emulsified asphalt, three parts water and should be SS or CSS grade.

3.3 PROTECTION

- A. Implement the traffic control plan requirements. Provide safe passage for pedestrians and vehicles. Do not proceed without flaggers.
- B. Protect trees, plants, and other ground cover from damage.
- C. Prune trees to allow equipment passage underneath, Section 32 01 93. Repair tree damage at no additional cost to City.
- D. Install invert covers, Section 01 71 13.
- E. Mask off end of streets and intersection to provide straight lines:
 - A. Make straight lines along lip of gutters and shoulders. Keep same thickness in these areas. No runoff on these areas will be permitted.
 - B. Vary edge lines no more than 1/2 inch per 100 feet.
- F. Protect curb, gutter, and sidewalk from spatter, mar, or overcoat.
- G. Protect surface treatment materials from traffic until it has cured.

3.4 APPLICATION

- A. Application Rate: Two separate applications coats are required. The first application must be thoroughly dry and free of any damp areas before the second application begins. Machine settings must match the following application rates.
 - A. 0.20 gallons per square yard minimum.
 - B. 0.16 gallons per square yard minimum.
- B. Spreading:
 - A. Keep constant delivery rate of material per square yard of surface, even if the forward speed of



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the machine varies.

- B. Do not reduce application rate along edges or around manhole covers.
- C. Apply both applications right to the edge of the pavement. Do not back away from curbs, manhole covers, and edges on either application.

3.5 AFTER APPLICATION

- A. Leave no streaks caused by plugged nozzle or improper spray bar height.
- B. Leave no holes, bare spots, or cracks.
- C. Expose and clean Manholes, valve boxes, inlets and other service entrances and Street Fixtures.
- D. Raise reflective tabs that were covered over. This will aid roadway users in finding lane delineation after installation and before permanent striping.
- E. Do not permit traffic on product until surface has cured (minimum 8 hours).
- F. Do not apply permanent lane marking or paint until placement has aged at least 10 days and layout has been verified with Engineer.

3.6 FIELD QUALITY CONTROL


- A. Testing: If density tests (ASTM D2939) show non-compliance, remove the product and halt operations until new material arrives and is shown to be in compliance. Measure the total amounts of material installed, and verify it meets the application rate.
- B. Protect surface treatment material from traffic until it has cured.

3.7 REPAIR

- A. Remove spatter and mar from curb and gutter, sidewalk, guard rails and guide posts at no additional cost to the City.
- B. Remove surface treatment material from Street Fixtures
- C. Make correction lines straight. Provide good appearance.
- D. Leave no streaks, holes, bare spots, or cracks through which liquids or foreign matter could penetrate to the underlying pavement.
- E. Repair collateral damage caused by construction.

3.8 Traffic Control

- A. Traffic Control: All traffic affected by this construction shall be regulated in accordance with the City of Phoenix "Traffic Barricade Manual," and these Special Provisions. The following traffic restrictions are minimum requirements throughout the construction period: For the purpose of this project the contractor will be strategically closing segments of roadway in order to limit the impact to the residents. The contractor will be responsible for preparing a notice for each location that includes a full description of the project and color map with instructions of what roadways will be closed on what day and where residents can park. Contact information for the contractor's representatives that will be on site at all times shall be included on the notice. A sample notice will be provided to the bidder upon request. A representative shall be on site at all times equipped with a golf cart to transport residents to and from their houses if needed do to disabilities or workloads. Advanced meetings with the neighborhoods may be necessary to provide adequate communication.
- B. Traffic Control and Project Schedule
- C. Contractor shall submit all traffic control plans and neighborhood notices five (5) days in advance of the project pre-construction meeting.
- D. The Project Manager will review and approve no later than three (3) days before the project pre-

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construction meeting.


- E. Final traffic control plans, approved neighborhood notices and the project schedule shall be submitted to the City one day before the scheduled project pre-construction meeting.
- F. The Project Manager shall send the notice to proceed immediately after the project pre-construction meeting. Work may not commence until the notice to proceed has been approved and the notice has been sent.

3.9 MEASUREMENT

- A. High Density Mineral Bond seal will be measured and paid for by the square yard for the actual surface areas covered.
- B. The Contractor shall be responsible for verifying the measurement for each area and to provide this area measurements to the City prior to bidding the project.

3.10 PAYMENT

- A. The contract price paid per square yard for High Density Mineral Bond seal shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in the furnishing and placing of the High Density Mineral Bond complete in place, based on quantity bid, traffic control, including cleaning the surface and protecting the High Density Mineral Bond seal until it has set, all as shown on the plans, as specified in these specifications and as directed by the Project Manager. Alternative bids will be per the additional table listed below.

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ASPHALT RUBBER SLURRY SURFACING

Polymer modified slurry seal is used in the same applications as a standard slurry seal however polymer slurry seal has higher binder cohesion that leads to improvements in resistance to raveling, especially in cul-de-sacs. Polymer modified slurry seals are more abrasion resistant and can be laid at higher application rates without bleeding or deformation.

1. SCOPE

Slurry Seal shall consist of mixing asphalt emulsion, aggregate, and water and spreading the mixture on a surface or pavement where shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

1.1 PREPARATION

The Scrub Seal layer shall be allowed to age and cure under traffic for at least 48 hours before placing the slurry mixture. A longer curing period shall be required if, in the opinion of the Engineer, the asphaltic emulsion used for the chip course has not achieved a reasonable set which could result in damage to the finished product if prematurely covered by the slurry mix.

Before placing the slurry course, the pavement surface shall be cleaned by sweeping, flushing or other means necessary to remove all loose particles of paving, all dirt, loose chips, and all other extraneous material.

Before commencing the slurry operations, all surface metal utility covers which were uncovered shall be covered by thoroughly covering the surface with an appropriate adhesive and oiled or plastic paper. No adhesive material shall be permitted to cover, seal or fill the joint between the frame and cover of the structure. Covers are to be uncovered and cleaned by the end of the same work day. Ridges or bumps in the finished surface will not be permitted.

2. MATERIALS

The materials for slurry seal immediately prior to mixing shall conform to the following requirements:

2.1 (a) LMCQS-TR MS, Tire Modified Asphalt Emulsion

The base Latex Modified emulsified asphalt shall be a quick traffic, quick cure (QT-QC) type, shall be a homogeneous brown color throughout and show no separation after thorough mixing, shall break and set on the aggregate within five (5) minutes and shall be ready for cross-traffic within fifteen (15) to forty five (45) minutes. The latex modified asphalt emulsion, upon standing undisturbed for a period of twenty-four (24) hours, shall show no white or milky colored substance on its surface and conform to the requirements in Table I.



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TABLE I			
TEST DESCRIPTION	AASHTO/ASTM METHOD	TYPICAL ANALYSIS	SPECS
Characteristics of Base Asphalt:			
Solubility in TCE %	T-44/D-2042	98+	97.5Min
% digested tire rubber	Report	5+	5 Min
TEST ON EMULSION:			
Viscosity @ 122 F, SFS	T-59/D-7496	54	20-100
Particle Charge Test (Cationic)	T-59/D-244	+	Positive
Sieve Test, WT%	T-59/D-6933	0.01	0.10 Max
Latex Solids, %		3.0+	3.0 Max
Storage Stability 24 Hrs %	T-59/D-6930	0.01	3.0 Max
Residue by Distillation	D-244/D6997	63	58 Min
VOC, % @ 500 F	Rule 340& 301	1.0	3.0 Max
Test on Residue from D 244			
Penetration, 25° C., 100g, 5s, dmm	T-49/D-5	55	40-110
Elastic Recovery 10° C	T-49/D-6084	50 +	45 Min.
10cm elongation, 5 min hold, %	ASTM D113	25 Min.	
Solubility in TCE*, %			

* Whole Scrap Tire Rubber must be fully digested into the asphalt prior to emulsification and meet ASTM D2042 solubility specifications.

Carbon black dispersion compatible with the emulsion shall be added by suitable blending (in line or propeller mixing) to the emulsion at the plant before use. The carbon black at 30% solids by weight shall be added at 6-8% on emulsion total weight.

A dispersion of asphalt rubber - RG-1 or equivalent - shall be blended in line with the emulsion at the plant and the emulsion remixed before use.

This shall be added at 5-8% based on emulsion total weight.

The emulsion shall be mixed by circulation or other method before pumping into the slurry truck.

2.1 (b) WATER

Water shall be potable, free of harmful soluble salts and shall be of such quality that the asphalt will not separate from the emulsion before the slurry seal is in place in the work.



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2.1 (c) AGGREGATE

Aggregate shall consist of sound, durable, crushed stone or crushed gravel and approved mineral filler. The material shall be free from vegetable matter and other deleterious substances. Aggregates shall be 100% crushed with no rounded particles. The percentage composition by weight of the aggregate shall conform to the following grading in Table II:

Class	Percentage Passing Sieves					
	Type I		Type II		Type III	
	Min.	Max.	Min.	Max.	Min.	Max.
Sieve Size						
3/8 in (9.5 mm)	100	---	100	---	100	---
No. 4 (4.74 mm)	100	---	90	100	70	90
No. 8 (2.36 mm)	90	100	65	90	45	70
No. 16 (1.18 mm)	65	90	45	70	28	50
No. 30 (600 µm)	40	60	30	50	19	34
No. 50 (300 µm)	25	42	18	36	12	25
No. 100 (150 µm)	15	30	10	24	7	18
No. 200 (75 µm)	10	20	5	15	5	15
Residual Asphalt % of Dry Aggregate Weight	10 min		7.5 min		6.5 min	

Emulsified asphalt % of dry aggregate weight must meet residual asphalt requirement.

The aggregate shall also conform to the following quality requirements:

Test	ASTM Method of Test	Requirement
Sand Equivalent	C 2419	55% Min.
Percentage Wear 500 Revolutions ¹	C 131	40% Max.
Soundness (5 Cycles) ¹	C 88	15% Max.

¹ ASTM C 131 to be run on plus four graded material before final crushing.

2.01 (d) POLYMER

Styrene Butadiene Rubber latex polymer shall be added to the water/soap phase by injection prior to the mill manufacture of the asphalt emulsion by the emulsion producer. The polymer shall be BASF NX 1118 or approved equal. The amount of polymer solids shall be between 3 and 4 percent of the asphalt residual content and shall be certified by the emulsion producer on each load of emulsion delivered to the job site. No post or field addition of polymer will be allowed. Samples of polymer shall be provided and shall conform to the following requirements.



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Test	Requirement
Total Solids, min %	60
Bound Styrene %	24 - 60
pH at 25 Degrees C	4.2 - 5.2
Brookfield Viscosity RVT	1000 - 4000
Residual Monomer %	0.08 max.

2.1 (e) MINERAL FILLER

The mineral filler shall be either Portland Cement or other approved mineral fillers, if required. Portland Cement if used, shall be commercially available Type I-II and shall be free of lumps and clods.

2.2 MIX DESIGN

At least 7 working day before slurry seal placement commences, the Contractor shall submit to the Engineer for approval a laboratory report of tests and proposed mix design covering the specific materials to be used on the project. The percentage of asphalt emulsion proposed in the mix design shall be within the percentage range specified in Section 2.04 "Proportioning."

2.3 PROPORTIONING

Asphalt emulsion shall be added at a rate determined by the mix design and in the range of the Table III below.

Emulsion Type	Minimum	Maximum
Type I	4.3 kg/m ² (10lbs/yd ²)	5.4 kg/m ² (10 lbs/yd ²)
Type II	6.5 kg/m ² (18 lbs/yd ²)	8.1 kg/m ² (18 lbs/yd ²)
Type III	8.7 kg/m ² (25lbs/yd ²)	10.8 kg/m ² (25 lbs/yd ²)

A job mix design shall be submitted by the Contractor for approval by the Engineer that conforms to the specification limits, and that is suitable for the traffic, climate conditions, curing conditions and final use. This will include recommended application rate of slurry to suit the job conditions.

The slurry seal mixture shall be proportioned by the operation of a single start/stop switch or lever which automatically sequences the introduction of aggregate, emulsified asphalt, admixtures, if used, and water to the pug mill.



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Calibrated flow meters shall be provided to measure both the addition of water and liquid additives to the pug mill. If necessary for workability, a retarding agent, that will not adversely affect the seal, may be used.

Water, and retarder if used, shall be added to ensure proper workability and (a) permit uncontrolled traffic on the slurry seal no more than three (3) hours after placement without the occurrence of bleeding, ravelling, separation or other distress; and (b) prevent development of bleeding, ravelling, separation or other distress within fifteen (15) days after placing the slurry seal.

2.4 MIXING AND SPREADING EQUIPMENT

The slurry seal shall be mixed in a self-propelled mixing machine equipped with a continuous flow pug mill capable of accurately delivering and automatically proportioning the aggregate, emulsified asphalt, water and additives to a double shafted, multi-blade pug mill mixer capable of minimum speeds of 200 revolutions per minute.

A minimum of two operational mixing machines of 10 cubic yard capacity, or larger, shall be maintained on the project. The mixed slurry seal retention time in the pug mill shall be less than three seconds. No retention of mixed slurry seal shall be allowed within the pug mill by gate shut-off or other mechanical means. Any machines with pug mill retention or shut-off gates shall have them removed prior to being used on this project. The mixing machine shall have sufficient storage capacity of aggregate, emulsified asphalt, and water to maintain an adequate supply to the proportioning controls.

The mixing machine shall be equipped with hydraulic controls for proportioning the material by volume to the mix. Each material control device shall be calibrated, properly marked, pre-set and lockable at the direction of the Engineer. The mixing machine shall be equipped with a water pressure system and nozzle type spray bars to provide a water spray immediately ahead of the spreader box.


The mixing machine shall be equipped with an approved fines feeder that provides a uniform, positive, accurately metered, pre-determined amount of a mineral filler, if used, at the same time and location that the aggregate is fed.

The slurry mixture shall be uniformly spread by means of a controlled spreader box conforming to the following requirements:

The spreader shall be capable of spreading a traffic lane width and shall have strips of flexible rubber belting or similar material on each side of the spreader box and in contact with the pavement to prevent loss of slurry from the box. The box shall have baffles, or other suitable devices, to insure uniform application on super-elevated sections and shoulder slopes. Spreader boxes shall be maintained in such a manner as to prevent chatter (wash boarding) or other surface defects that will affect the aesthetic value of the finished slurry seal mat.

The rear flexible strike-off blade shall make close contact with the pavement and shall be capable of being adjusted to the various crown shapes so as to apply a uniform slurry seal.

Slurry mixture, to be spread in areas inaccessible to the controlled spreader box, may be spread by other approved methods.

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2.5 PLACING

The slurry seal shall not be placed if either the pavement or the air temperature is below 55 degrees F (13C) and falling, but may be applied when both the air and pavement temperature is 45 degrees F (7C) or above and rising. The mixture shall not be applied if high relative humidity prolongs the curing beyond a reasonable time.

The maximum speed of the slurry machine shall not exceed 80 meters per minute (270 feet per minute).

Before placing the slurry seal, the pavement surface shall be cleaned by sweeping, flushing or other means necessary to remove all loose particles of paving, all dirt and all other extraneous material. Immediately ahead of the mixer, the pavement shall be pre-wetted by a pressure water distribution system equipped with a fog-type spray bar which will completely fog the surface of the pavement. The need for application and the rate of application will be determined by the Engineer.

Evidence of solidification of the asphalt, balling or lumping of the aggregates, or the presence of uncoated aggregate will be cause for rejection of the slurry.

Slurry shall be applied in such a manner that no ridges shall remain.

The Contractor shall prevent slurry from being deposited on other than asphalt concrete surfaces and shall remove slurry from surfaces not designated to be sealed at no cost to the Agency. The method of slurry removal shall be approved by the Engineer.

At the direction of the Engineer, the Contractor shall repair and reseal all areas of the streets which have not been sealed properly or completely, at no cost to the Agency.

Where the completed slurry is not uniform in color, the street shall be treated to eliminate the color variation at the Contractor's expense. The method of treatment shall be approved by the Engineer.


Immediately before commencing the slurry seal operations, all surface metal utility covers (including survey monuments) shall be protected by thoroughly covering the surface with an appropriate adhesive and paper or plastic. No adhesive material shall be permitted to cover, seal or fill the joint between the frame and cover of the structure. Covers are to be uncovered and cleaned of slurry material by the end of the same work day.

Hand squeegees and other hand equipment shall be provided to remove spillage and spread slurry in areas inaccessible to the spreader box. Ridges or bumps in the finished surface will not be permitted. The mixture shall be uniform and homogeneous after spreading on the existing surface and shall not show separation of the emulsion and aggregate after setting.

Adequate means shall be provided to protect the slurry seal from damage from traffic until such time that the mixture has cured sufficiently so that the slurry seal will not adhere to and be picked up by the tires of the vehicles.

Rollers:

- a. Rollers shall be self-propelled rubber tired rollers (9-12 ton). The roller shall be equipped with an operating water spray system. The resurfaced area shall be subjected to a minimum of 3 full coverage's

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by the roller. Rolling shall not commence until slurry has cured enough so the slurry will not pick up when rolled. It shall be rolled until all ridges have been ironed out and a uniform surface is obtained.

- b. Rollers shall have an operating strobe light or rotating beacon.

The Contractor shall have two (2) fully operational mixers for use at the project site at all times.

Calibration: Each slurry mixing unit to be used in performance of the work shall be calibrated specifically for the contract prior to construction. Previous calibration documentation covering the exact materials to be used will not be accepted. The documentation shall include an individual calibration of each material at various setting, which shall be related to the machine metering device(s).

These mixers shall be available for inspection by the City at least 48 hours prior to commencing work.


For the purpose of this project, the construction zone is defined to include all stockpile staging areas and travel routes to/from streets where the slurry seal is to be applied.

Any deviations shall not be made without prior written approval from the Engineer. The sites for stockpiling and batching materials shall be clean and free from objectionable materials. Arrangements for these sites shall be the responsibility of the Contractor.

Traffic Control: All traffic affected by this construction shall be regulated in accordance with the City of Phoenix "Traffic Barricade Manual," and these Special Provisions. The following traffic restrictions are minimum requirements throughout the construction period: For the purpose of this project the contractor will be strategically closing one lane at time throughout the neighbourhoods in order to limit the impact to the residents. The contractor will be responsible for preparing a notice for each location that includes a full description of the project and color map with instructions of what roadways will be closed on what day and where residents can park. Contact information for the contractor's representatives that will be on site at all times shall be included on the notice. A sample notice will be provided to the bidder upon request. A representative shall be on site at all times equipped with a golf cart to transport residents to and from their houses if needed do to disabilities or workloads. Advanced meetings with the neighbourhood's may be necessary to provide adequate communication.

Traffic Control and Project Schedule

- a. Contractor shall submit all traffic control plans and neighbourhood notices five (5) days in advance of the project pre-construction meeting.
- b. The Project Manager will review and approve no later than three (3) days before the project pre-construction meeting.
- c. Final traffic control plans, approved neighbourhood notices and the project schedule shall be submitted to the City one day before the scheduled project pre-construction meeting.
- e. The Project Manager shall send the notice to proceed immediately after the project pre-construction meeting. Work may not commence until the notice to proceed has been approved and the notice has been sent.

	CITY OF GOODYEAR	Office of Procurement 190 N. Litchfield Road P.O. Box 5100 Goodyear, AZ 85338 Phone: 623-882-7893
	Scope of Work	

2.6 MEASUREMENT


Slurry seal will be measured and paid for by the square yard for the actual surface areas covered.

The Contractor shall be responsible for verifying the measurement for each area and to provide this area measurements to the City prior to bidding the project.

2.7 PAYMENT

The Slurry Seal shall be paid by the square. The price shall be full compensation for furnishing, mixing and applying all materials; and for all labor, equipment, tools, design tests, traffic control and incidentals necessary to complete the job as specified herein. The contractor shall be required to submit information on the weight of the aggregate and weight of emulsified asphalt, as shown on certified weight tickets from the supplies delivered to the project, less weigh backs. This includes all traffic control and incidentals to complete the project. Contractor will be responsible to verify quantities prior to bid submittal as bid sheet quantities are only estimates.

END OF SCOPE OF WORK

	CITY OF GOODYEAR	Office of Procurement 190 N. Litchfield Road P.O. Box 5100 Goodyear, AZ 85338 Phone: 623-882-7893
	Fee Schedule	

Prices offered shall not include applicable state and local taxes. The City will pay all applicable taxes. For the purposes of determining the lowest cost, the City will not take tax into consideration.

Taxes must be listed as a separate item on all invoices. Applicable tax rate: 10.80 %

1.0 High Density Mineral Bond

Location	Classification	SQ. Yards.	Treatment Type	Cost Per SQ. Yard	Total Cost
Kingali Way - 1335	Residential	22,056	HDMB	\$ 1.48	\$ 32,642.88
Atherton Commons - 1045	Residential	17,679	HDMB	\$ 1.48	\$ 26,164.92
Palmetto Passage- 1405	Residential	27,348	HDMB	\$ 1.48	\$ 40,475.04
Coquito Trails-1130	Residential	11,754	HDMB	\$ 1.48	\$ 17,395.92
Calappa Place - 1080	Residential	39,894	HDMB	\$ 1.48	\$ 59,043.12
Cabada Corners-1075	Residential	23,712	HDMB	\$ 1.48	\$ 35,093.76
Darian Court-1190	Residential	17,756	HDMB	\$ 1.48	\$ 26,278.88
Mazarri Cove -1380	Residential	29,606	HDMB	\$ 1.48	\$ 43,816.88
Trianda Terrace- 1660	Residential	37,610	HDMB	\$ 1.48	\$ 55,662.80
Eligancia-1250	Residential	39,843	HDMB	\$ 1.48	\$ 58,967.64
Floriana - 1305	Residential	21,152	HDMB	\$ 1.48	\$ 31,304.96
Pueblo Verde E 1440	Residential	45,576	HDMB	\$ 1.54	\$ 70,187.04
Pueblo Verde NW 1445	Residential	17,890	HDMB	\$ 1.48	\$ 26,477.20
Pueblo Verde SW 1450	Residential	14,069	HDMB	\$ 1.48	\$ 20,822.12
Stallion Pass 1545	Residential	25,786	HDMB	\$ 1.48	\$ 38,163.28
Palomino Pass 1415	Residential	32,363	HDMB	\$ 1.48	\$ 47,897.24
Hesper Knowll 1320	Residential	24,504	HDMB	\$ 1.48	\$ 36,265.92
Total Sq. Yards		448,598		Sub Total	\$ 666,659.60
				TAX (%)	\$ 10.80%
				Totals	\$ 697,079.28



CITY OF GOODYEAR

Fee Schedule

Office of Procurement
 190 N. Litchfield Road
 P.O. Box 5100
 Goodyear, AZ 85338
 Phone: 623-882-7893

SLURRY SEAL


Location	Classification	SQ. Yards.	Treatment Type	Cost Per SQ. Yard	Total Cost
Hesper Knowli 1320	Residential	5939	Slurry	\$ 1.82	\$ 10,808.98
Coquito Trails 1130	Residential	12283	Slurry	\$ 1.82	\$ 22,355.06
Mazarri Cove 1380	Residential	7687	Slurry	\$ 1.82	\$ 13,990.34
Atherton Commons 1045	Residential	4985	Slurry	\$ 1.82	\$ 9,072.70
Trianda Terrace 1660	Residential	6334	Slurry	\$ 1.82	\$ 11,527.88
Total Sq. Yards		37,228			SUBTOTAL \$ 67,754.96
					TAX (%) 10.80%
					TOTAL \$ 70,846.62

2.0 Striping

STRIPING	ESTIMATED QTY	UNIT PRICE	TOTAL COST
Traffic paint, 4" yellow/white	23,296	\$ 0.19	\$ 4,426.24
Traffic Thermoplastic 12"	1,920	\$ 1.50	\$ 2,880.00
Bicycle symbols, paint			
Traffic thermoplastic 18"	600	\$ 3.00	\$ 1,800.00
Turn Arrow symbols, thermoplastic	28	\$ 90.00	\$ 2,520.00
"Only" Symbol Thermoplastic	14	\$ 90.00	\$ 1,260.00
Raised Pavement Markers (RPM), all colors	1500	\$ 4.00	\$ 6,000.00
SUBTOTAL			\$ 18,886.24
TAX			10.80%
TOTAL			\$ 19,748.02

3.0 Crack Seal

Striping	Square Yards	Cost per SQ.YD.	Total Cost
Crack Repair	485,826	\$ 0.39	\$ 189,472.14
SUBTOTAL			\$ 189,472.14
TAX			\$ 10.80%
TOTAL			\$ 198,117.75

	CITY OF GOODYEAR	Office of Procurement 190 N. Litchfield Road P.O. Box 5100 Goodyear, AZ 85338 Phone: 623-882-7893
	Fee Schedule	

4. **Contractor Licensing Requirements:**

Bid shall comply with all statutes and rules of the State of Arizona and Registrar of Contractors. In accordance with A.R.S. § 32-1151, and unless otherwise exempted by A.R.S. § 32-1151, Bidder should have the correct class of license as required by the Registrar of Contractors for the work specified, prior to submission of a bid. The Bidder certifies possession of the following license:

Licensed Contractor's Name: HOLBROOK ASPHALT LLC
Class: K-69 Type: ASPHALT PAVING
License Number: ROC-261715 Expiration: 1-31-2016

5. **Delivery:**

Bidder states that products and service will be delivered within _____ calendar days after receiving an order.



CITY OF GOODYEAR

Offer and Acceptance
CONTRACT NO. CON-16-3332

Office of Procurement
190 N. Litchfield Road
P.O. Box 5100
Goodyear, AZ 85338
Phone: 623-882-7893

DESCRIPTION OF SERVICES: High Density Mineral Bond / Slurry Seal

OFFER

To the City of Goodyear: The undersigned Contractor hereby offers and agrees to furnish the Services and/or material(s) in compliance with this Contract, as the term Contract is defined in this document.

By signing and submitting this Offer, Contractor certifies and warrants that Contractor: has read, understands and agrees to comply with the Contract as defined here; has no known, undisclosed conflict of interest; has not made an offer of any gift(s), payment(s) or other consideration to any City employee, elected official who has or may have had a role in the procurement process for this Contract; v) pursuant to A.R.S. § 41-4401, Contractor and its subcontractors will comply with all immigration laws and regulations that relate to its employees and A.R.S. § 23-214; and the signatory is an officer or duly authorized agent of the Contractor with full power and authority to submit binding offers for the goods and/or services as specified herein.

Arizona Transaction (Sales):

Arizona Contractor License Number:

Privilege Tax License #

City of Goodyear Business Registration No.:

For clarification of this offer contact:

Name:

Telephone:

E-Mail Address:

Sign:

Authorized Signature for Offer

Printed Name

HOLBROOK ASPHALT

Company Name

3806 SOUTH 16th STREET

Address

PHOENIX AZ 85040

City

State

Zip Code

AZ President

Title

Date

9/3/15

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Goodyear Use Only)

Contractor's Offer is hereby accepted and a Contract awarded by the City. Contractor is now bound to provide the materials and/or services as specified in Scope of Work of this Contract. Contractor shall not start any billable work or provide any material/services until the Contractor receives an executed purchase order or written notice to proceed.

N/A
City Manager, City of Goodyear (if applicable)

Attested by:

Maureen Scott

Maureen Scott, City Clerk



Official File

City of Goodyear, Arizona.

Eff. Date: 11/16/15

Awarded on

11/16/15


Approved as to form:

Lise S. Wahl

Roric Massey, City Attorney

Jacque Behrens

Jacque Behrens, CPPB, Procurement Manager

	CITY OF GOODYEAR	Office of Procurement 190 N. Litchfield Road P.O. Box 5100 Goodyear, AZ 85338 Phone: 623-882-7893
	Attachment A Map B	

Map B – 2015/2016 Pavement Preservation (HDMB / Slurry) is attached on the City’s website



CERTIFICATE OF LIABILITY INSURANCE

HOLBASP-1

JOPDAHL

DATE (MM/DD/YYYY)

8/26/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		4D7669016	06/15/2015	06/15/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X		4D7669016	06/15/2015	06/15/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			4D7669016	06/15/2015	06/15/2016	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	2078524	06/15/2015	06/15/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater			4D7669016	06/15/2015	06/15/2016	Limit 25,000
A	Equipment Floater			4C76690	06/15/2014	06/15/2015	Debt 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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

The Cleveland Indians Baseball Company, The Cincinnati Reds, LLC, The City of Goodyear and its elected and appointed boards, officers, officials, agents, employees, and volunteers are included as Additional Insureds per written contract, per attached form. This insurance is primary and non-contributory.

CERTIFICATE HOLDER**CANCELLATION**

City of Goodyear
 190 No. Litchfield Rd
 Goodyear, AZ 85338

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Alan W. Howard

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COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

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

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

in the performance of:

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

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

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

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

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

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

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

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

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

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

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

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

whichever is less.

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

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

Primary and Noncontributory Insurance

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO AMENDMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. BLANKET ADDITIONAL INSURED

SECTION II – LIABILITY COVERAGE, A.1. Who Is An Insured is amended by adding the following:

- d. Any person or organization who is a party to a written agreement or contract with you in which you agree to provide the type of insurance afforded under this Business Auto Coverage Form.

This provision applies to claims for "bodily injury" or "property damage" which occur after the execution of any written agreement or contract.

B. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

SECTION II – LIABILITY COVERAGE, A.1. Who Is An Insured is amended by adding the following:

- e. Any organization which you acquire or form after the effective date of this policy in which you maintain ownership or majority interest. However:

(1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the policy period, whichever is earlier.

(2) Any organization you acquire or form will not be considered an "insured" if:

A. The organization is a partnership or a joint venture; or

B. That organization is covered under other similar insurance.

(3) Coverage under this provision does not apply to any claim for "bodily injury" or "property damage" resulting from an "accident" that occurred before you formed or acquired the organization.

C. SUBSIDIARIES AS INSUREDS

SECTION II – LIABILITY COVERAGE, A.1. Who Is An Insured is amended by adding the following:

- f. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability policy or was an "insured" under such a policy but for termination of that policy or the exhaustion of the policy's limits of liability.

D. COVERAGE EXTENSIONS – SUPPLEMENTARY PAYMENTS

SECTION II – LIABILITY COVERAGE, A.2.a. Coverage Extensions, Supplementary Payments (2) and (4) are replaced by the following:

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

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$350 a day because of time off from work.

E. PHYSICAL DAMAGE – TOWING

SECTION III – PHYSICAL DAMAGE COVERAGE, A.2. Towing is replaced with the following:

We will pay for towing and labor costs incurred, subject to the following:

a. Up to \$100 each time a covered "auto" of the private passenger type is disabled; or

b. Up to \$500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

F. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions subparagraph a. Transportation Expenses is replaced by the following:

(1) We will pay up to \$75 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expirations, when the covered "auto" is returned to use or we pay for its "loss."

- (2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like kind and quality as the stolen covered "auto."

G. HIRED AUTO PHYSICAL DAMAGE

SECTION III – PHYSICAL DAMAGE COVERAGE,

A.4. Coverage Extensions is amended by adding the following:

- c. If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you hire, subject to the following limit and deductible:

- (1) The most we will pay for loss to any hired "auto" is the lesser of \$50,000 or Actual Cash Value or Cost of Repair, minus the deductible.
- (2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.
- (3) Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

The insurance provided under this provision is excess over any other collectible insurance.

H. PERSONAL PROPERTY OF OTHERS

SECTION III – PHYSICAL DAMAGE COVERAGE,

A.4. Coverage Extensions is amended by adding the following:

- d. We will pay up to \$500 for loss to personal property of others in or on your covered "auto."

This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn.

No deductibles apply to this coverage.

I. AIRBAG COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE,

B.3.a. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

J. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT

SECTION III – PHYSICAL DAMAGE COVERAGE,

D. Deductible is amended by adding the following:

If a Comprehensive, Specified Causes of Loss or Collision Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident".

This provision only applies if you carry Comprehensive, Collision or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

K. WAIVER OF DEDUCTIBLE – GLASS REPAIR OR REPLACEMENT

SECTION III – PHYSICAL DAMAGE COVERAGE,

D. Deductible is amended by adding the following:

If a Comprehensive Coverage deductible is shown in the Declarations it does not apply to the cost of repairing or replacing damaged glass.

L. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

SECTION IV – BUSINESS AUTO CONDITIONS, A.2. Duties in the Event of Accident, Claim, Suit or Loss is amended by adding the following:

- d. Your obligation to notify us promptly of an "accident," claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident," claim, "suit" or "loss."

M. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

SECTION IV – BUSINESS AUTO CONDITIONS,

B.2. Concealment, Misrepresentation, or Fraud is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this policy, we will not deny coverage under this Coverage Part solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

N. MENTAL ANGUISH

SECTION V – DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

O. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.



BID BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS, That we, Holbrook Asphalt Co.
 _____ as Principal, and The Guarantee Company of North
 America USA, a corporation duly organized under the laws of the State of Michigan, as Surety, are held and firmly
 bound unto City of Goodyear
 as Obligee, in the sum of ten percent of bid
 (\$ 10% of bid) Dollars for the payment of which Principal and Surety bind ourselves, our heirs,
 executors, administrators, successors and assigns, jointly and severally.
WHEREAS, Principal has submitted a bid for Solicitation #16-3332 - High Density Mineral Bond/Slurry Seal
 _____, the
 Project.

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal enters into a Contract with the
 Obligee for the Project; or, if the Principal pays the Obligee the amount of this Bond or the difference between
 Principal's bid and the next lowest bid for the Project, whichever is less: this obligation is null and void, otherwise to
 remain in full force and effect.

Signed and sealed this 3rd day of September, 2015

Holbrook Asphalt Co.

Shannon Beise
 Witness

BY:

[Signature]
 Principal

ITS:

[Signature] - AZ President

The Guarantee Company of North America USA

Kim Payton
 Witness Kim Payton

BY:

[Signature]
 Attorney-in-Fact John Schlichte

Bid Bond - Rev. 2/20/13

Excellence, Expertise, Experience ... Every time

The Guarantee Company of North America USA
 One Towne Square, Suite 1470
 Southfield, Michigan 48076
 Tel 248-281-0281 • Fax 248-750-0451 • 1-866-528-0567
 gna.com



The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Michael Wade, Kim Payton, Deila Zeeh, Alan Lord, John Schlichte
Presidio Group, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 2nd day of September, 2015



Randall Musselman, Secretary

Payment Bond

Bond No.:

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Holbrook Asphalt, Inc.
3828 S. 1700 E.
St. George, UT 84790

OWNER (Name and Address):

City of Goodyear
190 N. Litchfield Rd.
Goodyear, AZ 85338

SURETY (Name and Principal Place of Business):

The Guarantee Company of North America, USA
14676 S. Heritage Crest Way, Ste. 1
Bluffdale, UT 84065

CONSTRUCTION CONTRACT

Date: November 10, 2015

Amount: \$942,772.94

Description (Name and Location): High Density Mineral Bond / Slurry Seal

BOND

Date (Not earlier than Construction Contract Date): November 10, 2015

Amount: \$942,772.94

Modifications to this Bond: None

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)
Holbrook Asphalt, Inc.

Signature: _____

Name and Title:
(Any additional signatures appear on page 4.)

FOR INFORMATION ONLY -- Name, Address and Telephone)

AGENT or BROKER:

The Presidio Group
5295 S. 300 W. Ste. 550
Salt Lake City, UT 84157
(801)924-1400

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

SURETY

Company: _____ (Corporate Seal)
The Guarantee Company of North America, USA

Signature:  _____

Name and Title: John Schlichte, Attorney in Fact

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by paragraph 4 is given by Owner to the Contractor or to the Surety, that is sufficient compliance.

6 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

7 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

8 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

9 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

SURETY 5026 (6-92)

10 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

11 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

12 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

13 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

14 DEFINITIONS

14.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

14.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

14.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall respond within a reasonable time (1) after the Claimant has satisfied the conditions of Paragraph 4 and (2) after the Surety has reviewed all supporting documentation it requested to substantiate the amount of the claim, the Surety shall pay or arrange for payment of any undisputed amounts. Failure of the Surety to satisfy the above requirements shall not be deemed a forfeiture or waiver of the Surety's or the Contractor's defenses under this Bond or their right to dispute such claim. However, in such event the Claimant may bring suit against the Surety as provided under this Bond.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company:

SURETY
Company:

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

Performance Bond

Bond No.:

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Holbrook Asphalt, Inc.
3828 S. 1700 E.
St. George, UT 84790

SURETY (Name and Principal Place of Business):
The Guarantee Company of North America, USA
14676 S. Heritage Crest Way, Ste. 1
Bluffdale, UT 84065

OWNER (Name and Address):
City of Goodyear
190 N. Litchfield Rd.
Goodyear, AZ 85338

CONSTRUCTION CONTRACT

Date: November 10, 2015
Amount: \$942,772.94

Description (Name and Location): High Density Mineral Bond / Slurry Seal

BOND

Date (Not earlier than Construction Contract Date): November 10, 2015
Amount: \$942,772.94

Modifications to this Bond: None

CONTRACTOR AS PRINCIPAL

Company: Holbrook Asphalt, Inc. (Corporate Seal)

SURETY

Company: The Guarantee Company of North America, USA (Corporate Seal)

Signature: _____
Name and Title:

Signature: 
Name and Title: John Schlichte, Attorney in Fact

(Any additional signatures appear on page 2.)

FOR INFORMATION ONLY -- Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

The Presidio Group
5295 S. 300 W. Ste. 550
Salt Lake City, UT 84157
(801)924-1400

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such and agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be

declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the

Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have

been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

none

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

SURETY

Company: _____ (Corporate Seal)

Signature: _____

Name and Title:

Signature: _____

Name and Title:



The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Michael Wade, Kim Payton, Deila Zeeh, Alan Lord, John Schlichte
Presidio Group, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.



THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 10th day of November, 2015



Randall Musselman, Secretary

CONTRACT COVER SHEET



For Contract Review - please route Contract through Fernando Camacho in Finance, Ext. # 7844.

A contract number will be assigned when it starts the review process.

NOTE: Contract Numbers will not be issued via email or over the telephone.

Please fill out this form completely or it will be returned to you prior to review, approval, or filing in LaserFiche. If a response is not applicable, please use "N/A" - Do Not Leave Any Blanks.

Date Submitted for Review: 10/4/16

Type (check one):

- Construction [] Contract [x] Change Order/Modification [] #NA Drop Down
IGA [] Development Agreement [] Amendment [x] #1 Drop Down
Easement [] Lease/Property Acquisition [] Other [] (please specify):

IDENTIFYING INFORMATION: (Please fill in each field)

Requesting Dept., Contact Name, Ext. #: Luke Albert, Engineering, x: 7519
Contractor Name, Address, Tel. No.: Holbrook Asphalt, 3806 S. 16th Street, Phoenix, AZ 85040
Cory Galbraith, AZ Vice President Operations, 602-307-0425, cory@holbrookasphalt.com
Assigned Contract Number: CON - 16-3332-A1
Link to: _____

Brief Summary of the Services to be provided: High Density Mineral Bond / Slurry Seal
Terms: Start: 11/16/16 Expire: 11/15/17
Contract Amount: \$ 973,451.
Council Date: 10/26/15 COAC # 15-5683 N/A []
City Clerk's Office Use - Retention Date: 01/02/2024

REVIEWED AND APPROVED:

- [x] Procurement: Date: 10/5/16 Contracts/Procured Services
[x] Legal: LMM Date: 10/6/16 All documents
[] City Manager: Date: _____ When required

CONTRACT REVIEW REQUIREMENTS

PROCUREMENT PROCESS - NOTE: IGAs, Easements, Lease/Property Acquisition and Development Agreements do not require Procurement Review. However, they must still be seen by Legal Services. All Contracts must be reviewed and signed off by Procurement or the City Manager & Legal Services prior to going to Council.

Designate what method you used to arrive at this contract and whether the item is budgeted for:

- [] Less than \$5000 [] \$5,000 to \$50,000 - 3 written quotes [] Cooperative Agreement [] On-Call /Task Order
[x] Formal Solicitation, Incl. Solicitation Number: OP- 16-3332
[] Other - please name (e.g., sole source, demo, etc. & attach RAP (Request for Alternate Procurement) approved by Procurement Manager.

Budgeted: [x] Yes [] No Requires Council Action: Yes [] No [x] If yes, Council Date: _____ Attach COAC

Additional Funding Source? [] Federal - Identify: _____ [] State - Identify: _____

[] Grant/Other - Identify: _____ *Attach all supporting documentation for funding source.

ADDITIONAL COMMENTS? _____

INSURANCE & BONDS (To be completed by Procurement Specialist)

- Insurance Certificate: [x] Attached RW Initial Date: 10/4/16
Bid Bond: [] Attached Initial Date: _____
Performance Bond: [] Attached Initial Date: _____
Payment Bond: [] Attached Initial Date: _____



**Contract Amendment
No. 1
Contract Number: CON-16-3332-A1**

Office of Procurement
190 N. Litchfield Road
P.O. Box 5100
Goodyear, AZ 85338
Phone: 623-882-7879

High Density Mineral Bond / Slurry Seal

CONTRACT EXTENSION

Contract CON-16-3332 is hereby mutually extended from 11/16/2016 through 11/15/2017 unless terminated, cancelled or extended as otherwise provided in the contract.

There are three (3) extensions remaining on the contract.

No other terms, conditions, or performance standards written or implied are changed.

Procurement Specialist: Russ Welborn, CPPB

City of Goodyear By: <u><i>Jacqueline Behrens</i></u> <u>10/5/16</u> Jacquie Behrens, CPPB Date Title: <u>Procurement Manager</u>		Holbrook Asphalt By: <u><i>[Signature]</i></u> <u>9-29-16</u> Signature Date <u>Cory Coalbrough VP</u> Typed Name and Title	
Attested By: <u><i>Maureen Scott</i></u> Maureen Scott, City Clerk		Approved as to Form By: <u><i>WMM FOR FOR</i></u> Roric Massey, City Attorney	

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

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

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

in the performance of:

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

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

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

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

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

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

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

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

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

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

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

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

whichever is less.

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

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

Primary and Noncontributory Insurance

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO AMENDMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. BLANKET ADDITIONAL INSURED

SECTION II – LIABILITY COVERAGE, A.1. Who Is An Insured is amended by adding the following:

- d. Any person or organization who is a party to a written agreement or contract with you in which you agree to provide the type of insurance afforded under this Business Auto Coverage Form.

This provision applies to claims for "bodily injury" or "property damage" which occur after the execution of any written agreement or contract.

B. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

SECTION II – LIABILITY COVERAGE, A.1. Who Is An Insured is amended by adding the following:

- e. Any organization which you acquire or form after the effective date of this policy in which you maintain ownership or majority interest. However:

(1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the policy period, whichever is earlier.

(2) Any organization you acquire or form will not be considered an "insured" if:

A. The organization is a partnership or a joint venture; or

B. That organization is covered under other similar insurance.

(3) Coverage under this provision does not apply to any claim for "bodily injury" or "property damage" resulting from an "accident" that occurred before you formed or acquired the organization.

C. SUBSIDIARIES AS INSUREDS

SECTION II – LIABILITY COVERAGE, A.1. Who Is An Insured is amended by adding the following:

- f. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability policy or was an "insured" under such a policy but for termination of that policy or the exhaustion of the policy's limits of liability.

D. COVERAGE EXTENSIONS – SUPPLEMENTARY PAYMENTS

SECTION II – LIABILITY COVERAGE, A.2.a. Coverage Extensions, Supplementary Payments (2) and (4) are replaced by the following:

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

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$350 a day because of time off from work.

E. PHYSICAL DAMAGE – TOWING

SECTION III – PHYSICAL DAMAGE COVERAGE, A.2. Towing is replaced with the following:

We will pay for towing and labor costs incurred, subject to the following:

a. Up to \$100 each time a covered "auto" of the private passenger type is disabled; or

b. Up to \$500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

F. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions subparagraph a. Transportation Expenses is replaced by the following:

- (1) We will pay up to \$75 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expirations, when the covered "auto" is returned to use or we pay for its "loss."

- (2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like kind and quality as the stolen covered "auto."

G. HIRED AUTO PHYSICAL DAMAGE

SECTION III – PHYSICAL DAMAGE COVERAGE,

A.4. Coverage Extensions is amended by adding the following:

- c. If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you hire, subject to the following limit and deductible:

- (1) The most we will pay for loss to any hired "auto" is the lesser of \$50,000 or Actual Cash Value or Cost of Repair, minus the deductible.
- (2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.
- (3) Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

The insurance provided under this provision is excess over any other collectible insurance.

H. PERSONAL PROPERTY OF OTHERS

SECTION III – PHYSICAL DAMAGE COVERAGE,

A.4. Coverage Extensions is amended by adding the following:

- d. We will pay up to \$500 for loss to personal property of others in or on your covered "auto."

This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn.

No deductibles apply to this coverage.

I. AIRBAG COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE,

B.3.a. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

J. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT

SECTION III – PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

If a Comprehensive, Specified Causes of Loss or Collision Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident".

This provision only applies if you carry Comprehensive, Collision or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

K. WAIVER OF DEDUCTIBLE – GLASS REPAIR OR REPLACEMENT

SECTION III – PHYSICAL DAMAGE COVERAGE,

D. Deductible is amended by adding the following:

If a Comprehensive Coverage deductible is shown in the Declarations it does not apply to the cost of repairing or replacing damaged glass.

L. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

SECTION IV – BUSINESS AUTO CONDITIONS, A.2. Duties in the Event of Accident, Claim, Suit or Loss is amended by adding the following:

- d. Your obligation to notify us promptly of an "accident," claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident," claim, "suit" or "loss."

M. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

SECTION IV – BUSINESS AUTO CONDITIONS,

B.2. Concealment, Misrepresentation, or Fraud is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this policy, we will not deny coverage under this Coverage Part solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

N. MENTAL ANGUISH

SECTION V – DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

O. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

**TOWN OF FLORENCE, ARIZONA
CONTRACT FOR COOPERATIVE USE OF CITY OF GOODYEAR
SOLICITATION/CONTRACT NUMBER CON-16-3332 AND CON-16-3332-A1 FOR
HIGH DENSITY MINERAL BOND APPLICATION / SLURRY SEAL ON TOWN
STREETS**

THIS CONTRACT (the "Contract") is made and entered into effective as of the 21st day of February, 2017 ("Effective Date"), by and between the Town of Florence, Arizona (the "Town"), and Holbrook Asphalt, LLC (the "Contractor") and together with the Contract Documents referred to and incorporated herein, is the "resultant contract" contemplated in the City of Goodyear Solicitation No. 16-3332, Contract Number: CON-16-3332 and Contract Amendment No.1 Contract Number CON-16-3332-A1 for High Density Mineral Bond / Slurry Seal services. 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 all necessary labor, material, transportation services and equipment to perform High Density Mineral Bond Application / Slurry Seal on Town streets per contract specifications described in the attached scope of materials and services set forth in **Exhibit "1"** (the "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, Special 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 with 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 Goodyear Solicitation No. 16-3332, Contract Number: CON-16-3332, Contract Amendment No.1 Contract Number CON-16-3332-A1 for High Density Mineral Bond Application / Slurry Seal services) 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 Goodyear", 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: "Pavement Manager", 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: "Bidder", "Contractor," and "Offeror", 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 Goodyear Solicitation No. 16-3332 for High Density Mineral Bond / Slurry Seal, issued September 3, 2015 and Contract Number: CON-16-3332 effective November 16, 2015 and Contract Amendment No.1 Contract Number: CON-16-3332-A1 between the City of Goodyear and Holbrook Asphalt, LLC, including, but not limited to: Invitation for Bid, Instructions to Bidders, Fee Schedules; Notices; Checklists; Requirements for Proposers; Standard Terms and Conditions; Special Terms and Conditions; Scope of Work; Work Schedule; Certificates of Compliance; Warranties for Work; Work Forms; Attachments; Price Sheets; Questionnaires; Response Forms; Special Provisions and Specifications; Technical Provisions and Specifications; Schedules; Cooperative Authorizations; Exhibits; Solicitation Amendment No. 1 and No.2 (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 **\$207,713.28**.
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 verification 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, at any time and for any reason and without cause, may terminate, suspend or abandon any portion, or all, of this Contract at Town's convenience 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: Holbrook Asphalt, LLC Attn: Justin Holbrook, 3806 S. 16th Street, Phoenix, AZ 85040.
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

By: _____
Tara Walter, Mayor

Date: _____

ATTEST:

Lisa Garcia, Town Clerk

APPROVED AS TO FORM:

Clifford L. Mattice, Town Attorney

CONTRACTOR

By: _____

Date: _____

Its: _____



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

Nevada Office
 2900 Meade Ave, Ste 7
 Las Vegas, NV 89118
 P: 702.823.3902
 F: 702.777.7575

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

PROPOSAL

Date	Estimate
1/13/2017	33561

www.HolbrookAsphalt.com

Client	Project Description	Project Location
Florence City Chris Salas PO Box 2670 425 E. Ruggles Florence, AZ 85132	2017 Florence Gardens	SR79 and Gila Road Florence, Az 85132

P.O. Number	Terms	Advisor	Region	State License #
GY- 16-3332-A1	Due upon completion	Deke	AZ, Southern	AZ-ROC261715

Description	Quantity	U/M	Rate	Total
HA5 HIGH DENSITY MINERAL BOND: Phase II -- Clean & prepare surface using high pressure air & wire bristle brooms. -- Install "HA5" High Density Mineral Bond advanced performance pavement preservation treatment. -- No guarantee surface treatments will adhere to areas saturated with motor oil. -- HA5 meets demands of APWA (American Public Works Association) specification (Section 32 01 13.68 High Density Mineral Bond).	38,958	SqYd	1.48	57,657.84
HA5 HIGH DENSITY MINERAL BOND: Phase III -- Clean & prepare surface using high pressure air & wire bristle brooms. -- Install "HA5" High Density Mineral Bond advanced performance pavement preservation treatment. -- No guarantee surface treatments will adhere to areas saturated with motor oil. -- HA5 meets demands of APWA (American Public Works Association) specification (Section 32 01 13.68 High Density Mineral Bond).	24,311	SqYard	1.47996	35,979.31
HA5 HIGH DENSITY MINERAL BOND: Centennial Subdivision -- Clean & prepare surface using high pressure air & wire bristle brooms. -- Install "HA5" High Density Mineral Bond advanced performance pavement preservation treatment. -- No guarantee surface treatments will adhere to areas saturated with motor oil. -- HA5 meets demands of APWA (American Public Works Association) specification (Section 32 01 13.68 High Density Mineral Bond).	12,648	SqYard	1.47996	18,718.53
If necessary, a payment and/or performance bond cost will be adjusted to the total price of this proposal at a rate of 1.2 percent.	1		1,348.27	1,348.27
Tax Rate	1		12,166.32	12,166.32
City Tax at 4.0%				
State and County Tax at 6.7%				
Combined tax Total Rate 10.7%				

Total \$125,870.27



Utah Office
 3828 South 1700 East
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 P: 435.652.4427
 F: 435.656.3943

Nevada Office
 2900 Meade Ave, Ste 7
 Las Vegas, NV 89118
 P: 702.823.3902
 F: 702.777.7575

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

PROPOSAL

Date	Estimate
2/14/2017	33889

www.HolbrookAsphalt.com

Client	Project Description	Project Location
Florence City PO Box 2670 425 E. Ruggles Florence, AZ 85132	2017-Anthem Units	CROSS STREETS: Merrill Ranch Parkway and Sun City Boulevard (see maps)

P.O. Number	Terms	Advisor	Region	State License #
	Due upon completion	Aaron	AZ, Southern	AZ-ROC261715

Description	Quantity	U/M	Rate	Total
HA5 HIGH DENSITY MINERAL BOND: (37,974 SQ. YD.) -- Clean & prepare surface using high pressure air & wire bristle brooms. -- Install "HA5" High Density Mineral Bond advanced performance pavement preservation treatment. -- No guarantee surface treatments will adhere to areas saturated with motor oil. -- HA5 meets demands of APWA (American Public Works Association) specification -- Section 32 01 13.68 High Density Mineral Bond). AREAS INCLUDE *UNIT 11 (pink): 20,395 sq. yards *UNIT 13 (light blue): 17,579 sq. yards	37,974	SqYard	1.47996	56,200.00
** BONDS: -- Payment and/or performance bond cost will be adjusted to the total price of this proposal at a rate of 1.2 percent.	1		674.42	674.42
** PRIVILEGE TAXES: City's Tax Rate: 4.00% State and County Tax Rate: 6.7% Combined Total Tax Rate: 10.7%	1		6,085.56	6,085.56

Total \$62,959.98

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



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 8c.

MEETING DATE: February 21, 2017

DEPARTMENT: Public Works

STAFF PRESENTER: Christopher A. Salas, Public Works
Director/Town Engineer

SUBJECT: Authorization to contract with Cactus Asphalt through a Pinal County Cooperative Contract to provide polymer modified asphalt paving.

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

RECOMMENDED MOTION/ACTION:

Authorization to enter into a contract with Cactus Asphalt, through a Pinal County Cooperative Contract, to provide polymer modified asphalt paving, in an amount not to exceed \$481,334.56.

BACKGROUND/DISCUSSION:

Pinal County has an existing contract with Cactus Asphalt. The Town of Florence has the opportunity to piggyback on Pinal County's publicly bid contract with Cactus Asphalt and do work on some of our existing roads at a cost less than what would normally cost the Town to do the same work. The cost savings is due to Pinal County's existing contract.

The work performed by Cactus Asphalt, if the Town Council approves this item, is to pre-sweep each street, apply polymer modified asphalt rubber binder at .63 gallons per square yard, apply pre-coated MAG high volume aggregate at 28 pounds per square yard, roll aggregate to imbed into PMAR binder, post sweep and apply fog seal SS1-h 50/50 dilute at .12 gallons per square yard.

The work also includes asphalt patchwork where the edges of certain roads that are in need of repair.

FINANCIAL IMPACT:

The cost to chip seal and fog seal the various roads is \$437,576.87, plus a 10% contingency, for a total of \$481,334.56.

STAFF RECOMMENDATION:

Staff recommends Town Council approval.

ATTACHMENTS:

Cooperative Cover Contract
Pinal County Contract
Proposal



NOTICE OF AWARD

July 15, 2016

Cactus Asphalt, A Division of Cactus Transport Inc.
Bryan Glazer
8211 W. Sherman Street
Tolleson, Arizona 85353

Dear Mr. Glazer:

This letter with the issuance date of July 15, 2016 shall serve as a written notice of award. Pinal County has approved your contract in the amount of Three Million Dollars for the first contract year 2016-2017.

Joe Ortiz, Civil Engineer Section Chief with the Public Works department will contact you to discuss coordinating impending project tasks.

For all bonding related concerns please contact Gloria Bean, Contracts Supervisor at (520) 866-6009.

Once again congratulations, we look forward to doing business with you.

Sincerely,

Louis M. Andersen
Director, Public Works



P I N A L • C O U N T Y
wide open opportunity

JOB ORDER
CONTRACT BETWEEN
PINAL COUNTY DEPARTMENT OF PUBLIC WORKS
AND
CACTUS ASPHALT, A
DIVISION OF
CACTUS TRANSPORT, INC.
FOR
PAVEMENT PRESERVATION
and REPAIRS SERVICES
CONTRACT NO. EC15-008-1

**PINAL COUNTY DEPARTMENT OF PUBLIC WORKS CONTRACT
NO. EC15-008-1
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ATTACHMENTS

NON-COLLUSION AFFIDAVIT

VERIFICATION OF LICENSE

CERTIFICATE OF INTENTIONS OF SUBCONTRACTING

AFFIDAVIT OF SUSPENSION AND/OR DEBARMENT

COOPERATIVE AUTHORIZATION

ADDENDUM ACKNOWLEDGEMENT FORM

CONTRACT ACCEPTANCE

PRICE MATRIX

CONTRACT NO. EC15-008-1

Job Order Contract for Pavement Preservation & Repair Services

The Pinal County Department of Public Works, hereinafter called the COUNTY, is desirous of having Job Order Contract for Pavement Preservation & Repair Services performed when requested by the Pinal County Department of Public Works through a specific Work Assignment for those services more fully described in Exhibit A, General Scope of Work, and Exhibit B, Unit Price List; and CACTUS ASPHALT, A DIVISION OF CACTUS TRANSPORT, INC. hereinafter called "CONTRACTOR", with its principal offices located at 8211 W. SHERMAN STREET, TOLLESON, ARIZONA 85353, 623-907-2800 is desirous of performing said services;

THIS AGREEMENT, made and entered into this 6th day of July,

2016, by and between PINAL COUNTY acting by and through its BOARD OF SUPERVISORS, and SOUTHWEST SLURRY SEAL, INC.

WITNESSETH: The CONTRACTOR shall be paid a fee not-to-exceed THREE MILLION DOLLARS IN THE FIRST YEAR OF said contract. Two one year optional renewals may increase or decrease the contract based on Pinal County budget.

ARTICLE I - SCOPE OF WORK: The CONTRACTOR, under the general supervision of the Department of Public Works Director, shall perform Pavement Preservation & Repair Services as are necessary for the Work Assignment and according to the directions and designated standards of the COUNTY, and in accordance with Exhibit A, General Scope of Work. It is understood and agreed that the COUNTY's authorized representative shall be the Department of Public Works Director or his/her duly authorized representative, hereinafter called the "Agent". For purposes of this contract, the Agent's duly authorized representative shall be the Project Manager and he/she shall be the sole contact for administering this contract.

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

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

ARTICLE III - TIME OF COMPLETION: CONTRACTOR further covenants and agrees at its own proper cost and expense, to complete all work for the construction of assigned Pavement Preservation & Repair Services and to completely construct the same and provide the services therein, as called for by this agreement free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the Work Assignment.

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

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

This contract shall be effective for a period of one (1) year from the Board award date and may be renewed, if mutually agreed to by both the **CONTRACTOR** and the **COUNTY**, for an additional two (2) 1-year periods. Market escalations in material costs may be negotiated upon written request from the Contractor.

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

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

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

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

ARTICLE VI - TERMINATION: The **COUNTY** hereby gives notice that pursuant to A.R.S. Sec. 38-511 A, this contract may be canceled without penalty or further obligation within three years after execution if any person significantly involved in initiation, negotiation, securing, drafting or creating the contract on behalf of the **COUNTY** is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a Contractor to any other party of the contract with respect to the subject matter of the contract. Cancellation under this section shall be effective when written notice from the Transportation Director of the **COUNTY** is received by all of the parties to the contract. In addition, the **COUNTY** may recoup any fee or commission paid or due to any person significantly involved in initiation, negotiation, securing, drafting or creating the contract on behalf of the

COUNTY from any other party to the contract arising as a result of the contract.

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

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

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

ARTICLE X - INDEMNIFICATION: To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Pinal, its agents, representatives, officers, directors, officials and employees, from any and all liability, demands, proceedings, suits, actions, claims, losses, costs, and damages of every kind and description, arising out of, resulting from or alleged to have resulted from the performance of the Work. Contractor's duty to indemnify and hold harmless Pinal, its agents, representatives, officers, directors, officials and employees shall arise in connection with all demands, proceedings, suits, actions, claims, workers' compensation claims, unemployment claims, or employee's liability claims, damages, losses or expenses (including but not limited to attorney's fees, court costs and/or arbitration costs and the cost of appellate proceedings) that are attributable to personal or bodily injury, sickness, disease, death, or injury to, impairment or destruction of property including loss of use resulting there from, caused by or contributed to, in whole or in part, by any negligence, recklessness or intentional wrongful conduct, whether active or passive, of Contractor, its employees, agents, representatives, any tier of Contractor's subcontractors, their employees, agents or representatives or anyone directly or indirectly employed by Contractor or its subcontractor s or anyone for whose acts Contractor or its subcontractors may be liable. The amount and type of insurance coverage requirements set forth in the Contract Documents or remuneration of any insurance coverage herein provided shall in no way be construed as limiting the scope of the indemnity in this paragraph. Such indemnity shall be required by Contractor from its subcontractor s on behalf of Pinal.

ARTICLE XI - INSURANCE REQUIREMENTS: CONTRACTOR, at CONTRACTOR'S own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of COUNTY. The form of any insurance policies and forms must be acceptable to COUNTY.

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

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

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

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

COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

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

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

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

Commercial General Liability

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

Automobile Liability

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the **CONTRACTOR'S** owned, hired, and non-owned vehicles assigned to or used in performance of the **CONTRACTOR'S** work or services under this Contract.

Workers' Compensation

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of CONTRACTOR'S employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

CONTRACTOR waives all rights against COUNTY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by CONTRACTOR pursuant to this agreement.

CERTIFICATES OF INSURANCE

Prior to commencing work or services under this Contract, CONTRACTOR shall furnish COUNTY with Certificates of Insurance in a form acceptable to COUNTY, or formal endorsements as required by the Contract in the form provided by the County, issued by CONTRACTOR'S insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

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

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

CANCELLATION AND EXPIRATION NOTICE

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

(END OF SECTION)

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

CACTUS ASPHALT, A DIVISION OF CACTUS TRANSPORT, INC.

Party of the First Part

By: Bryan Glazer
Printed Name

Bryan Glazer
Signature

Title: Vice President

Date: 6/8/2016

86-0363424
Tax Identification Number

PINAL COUNTY DEPARTMENT OF PUBLIC WORKS

RECOMMENDED BY:

Louis Andersen
Louis Andersen, Director
Pinal County, Public Works

LEGAL REVIEW:

Approved as to form and within the Powers and authority granted under the laws of the State of Arizona to Pinal County

By: Mark Langlitz
Mark Langlitz, Deputy County Attorney

Date: 6/23/16

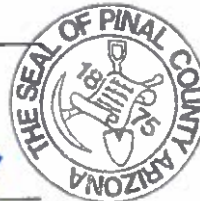
BOARD OF SUPERVISOR'S APPROVAL:

By: [Signature]
Chairman, Board of Supervisors

Date: 7/6/16

ATTEST:

By: Shari Cluff
Clerk of the Board



PINAL COUNTY PURCHASING DEPARTMENT
P.O. BOX 1348 31 N. PINAL STREET BLDG. "A"
FLORENCE, ARIZONA 85132

DATE ISSUED _____
AUTHORIZED REPRESENTATIVE

**NO COLLUSION AFFIDAVIT
BY CONTRACTOR
CERTIFYING THAT THERE WAS NO COLLUSION
IN SUBMITTING FOR CONTRACT**

STATE OF ARIZONA)
)§
COUNTY OF PINAL)

Bryan Glazer being first duly sworn, deposes and says:

That he is Vice President of Cactus Asphalt A Division of Cactus Transport, Inc
(Title) (Name of Business)

submitting on Contract No. EC 15-008 for the construction of JOB ORDER
CONTRACT FOR PAVEMENT PRESERVATION & REPAIR SERVICES in the County of
Pinal County, State of Arizona.

That, in connection with the above-mentioned project, neither he, nor anyone associated with the aforesaid business, has, directly or indirectly, participated in any collusion, entered into any contract, combination, conspiracy or other act in restraint of trade or commerce in violation of the provisions of A.R.S. § 34-251, Article 4, as amended.

Bryan Glazer
(Signature of Affiant) Bryan Glazer - Vice President

Subscribed and sworn to before me this 31 day of March, 2016.

My Commission Expires:

Sherry Garcia
4/7/2017
(Notary Public)



VERIFICATION OF LICENSE

Pursuant to A.R.S. § 32-1169, I hereby state that I hold a current contractor's license, duly issued by the office of the Registrar of Contractors for the State of Arizona, said license has not been revoked, that the license number, classification, and expiration date is: 194430-A General Engineering 3/31/2018 that my privilege license number (as required by A.R.S. § 42-1305) is: 07-215741X and that, if any exemption to the above licensing requirements is claimed;

The basis for the claimed exemption is: n/a and;

The names(s) and license number(s) of any general, mechanical, electrical, or plumbing contractor(s) to be employed on the work are:

n/a

IT IS UNDERSTOOD THAT THE FILING OF AN APPLICATION CONTAINING FALSE OR INCORRECT INFORMATION CONCERNING AN APPLICANT'S CONTRACTOR'S LICENSE OR PRIVILEGE LICENSE WITH THE INTENT TO VOID SUCH LICENSING REQUIREMENTS IS UNSWORN FALSIFICATION PUNISHABLE ACCORDING TO A.R.S. § 13-2704.

3/31/2016
DATE

Bryan Glazer Bryan Glazer - Vice President
SIGNATURE OF LICENSEE

Cactus Asphalt, A Division of Cactus Transport, Inc.
COMPANY

STATE OF ARIZONA

Office of the Registrar of Contractors

License No. ROC 194430

This is to Certify That

Cactus Transport Inc

DBA (if any)

Cactus Asphalt A Division Of Cactus Transport Inc

*Having been shown to possess all the necessary qualifications, and having complied with all the requirements of the law,
is by order of the Registrar of Contractors duly licensed and admitted to engage in and pursue the business of*

A

General Engineering

*Contractor in the State of Arizona. Given my hand and the seal of the Registrar of Contractors
in my office, City of Phoenix, on 03/25/2004*



William A. Mundell
DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS

IMPORTANT NOTICE
YOU MUST

- REPORT DISSOCIATION OF QUALIFYING PARTY IN WRITING WITHIN 15 DAYS [SEE A.R.S. § 32-1154(A)(19) AND § 32-1151.01]
- REPORT A CHANGE OF ADDRESS IN WRITING WITHIN 30 DAYS [SEE A.R.S. § 32-1151(B)(1)]
- REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY [SEE A.R.S. § 32-1151.01]
- REPORT ANY CHANGE OF LEGAL ENTITY SUCH AS ANY CHANGE IN THE OWNERSHIP IN SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. [SEE RULE R-4-9-110]

Cactus Transport Inc
Cactus Asphalt A Division Of Cactus Transport Inc
8211 W Sherman St
Tolleson, AZ 85353-3303

THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY



LICENSE EFFECTIVE THROUGH 03/31/2016
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT
Cactus Transport Inc



Cactus Asphalt A Division Of Cactus Transport Inc
CONTRACTORS LICENSE NO 194430 CLASS A
General Engineering

THIS CARD MUST BE
PRESENTED UPON DEMAND

William A. Mundell
DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS

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Cactus Transport Inc



Cactus Asphalt A Division Of Cactus Transport Inc
CONTRACTORS LICENSE NO 194430 CLASS A
General Engineering

THIS CARD MUST BE
PRESENTED UPON DEMAND

William A. Mundell
DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS

**CERTIFICATION OF
INTENTIONS CONCERNING SUBCONTRACTING**

At the time a task order has been issue this form must be submitted prior to the start of any work

It **IS** my intention to subcontract a portion
portion of the work.

By Bryan Glazer
Bryan Glazer

Title Vice President

Name of Firm Cactus Asphalt, A Division of Cactus Transport, Inc

Date 3/31/2016

It **IS NOT** my intention to subcontract a portion
of the work.

By _____

Title _____

Name of Firm _____

Date _____

In compliance with original Solicitation the Contractor hereby acknowledges it shall perform at least 51 percent of the value of the project with its own forces.

Non compliance with this form shall result in Contractor failure to provide the information requested and may result in suspension of future work.

Description of Work or Product	Contractor, Subcontractor, (Sub) supplier or Manufacturer	Percentage of Work to be Performed	Contractor's License No.

(Partnership/corporate Acknowledgement)

STATE OF Arizona)
) SS
COUNTY OF Maricopa)

SUBSCRIBED AND SWORN to before me, the undersigned Notary Public, this
31 day of March, 2016, by Bryan Glazer who
acknowledged himself /herself to be Vice President of
Cactus Asphalt, A Division of Cactus Transport, Inc a(h) Corporation partnership/corporation and
being duly authorized to do so, executed the foregoing instrument on behalf of said
entity.

Notary Public: *Sherry Garcia*
My Commission expires: 4/7/2017



COOPERATIVE AUTHORIZATION

I/We, the undersigned, propose to provide the services necessary for the scope of work and specifications.

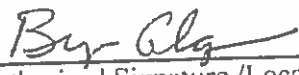
I/We further declare that I/We have carefully read and examined all information to the referenced Invitation for Bid. I/We agree to comply with the County rules, regulations and policies.

Would you be willing to allow other members of the "SAVE" to cooperatively purchase from the contract? Yes No

Your response to this question will not be used as part of the evaluation criteria. It is the intent, as a member of the "SAVE", to provide other Entities the opportunity to save time, effort and paperwork by combining our purchasing power whenever possible.

Name of Company Cactus Asphalt, A Division of Cactus Transport, Inc

Date 3/31/2016


Authorized Signature / Local Representative

623-907-2800 / 623-907-2900

Telephone / Fax Number

Bryan Glazer - Vice President

Type Name and Position Held with Company

8211 W. Sherman St, Tolleson AZ 85353

Mailing Address City, State Zip

ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation Addendums are posted on the Pinal County website at the following address:
<http://pinalcountvaz.gov/Departments/Finance/Pages/BidsProposals.aspx> and
<http://pinalcountvaz.gov/PublicWorks/BidsSolicitations/Pages/home.aspx>.

It is the responsibility of the Responder to periodically check this website for any Solicitation Addendum.

This page is used to acknowledge any and all addendums that might be issued. Any addendum issued within five days of the solicitation due date, will include a new due date to allow for addressing the addendum issues. Your signature indicates that you took the information provided in the addendums into consideration when providing your complete response.

Please sign and date:

ADDENDUM NO. 1 Acknowledgement: _____
Signature Date

ADDENDUM NO. 2 Acknowledgement: _____
Signature Date

ADDENDUM NO. 3 Acknowledgement: _____
Signature Date

If no addendums were issued, indicate below, sign the form and return with your response.

CACTUS Asphalt, A Division of CACTUS Transport, Inc
Firm

Bryan Glazer
Authorized Signature Bryan Glazer - Vice President

CONTRACT ACCEPTANCE

The draft contract has been reviewed and is accepted without any specific contract exclusions, modifications, or exceptions.

Cactus Asphalt, A Division of Cactus Transport, Inc.

Contractor Name



Bryan Glazer

Printed Name

Vice President

Title

3/31/2016

Date

Pinal County Department of Public Works is seeking experienced contractors to perform miscellaneous construction and repair services for various stabilization and paving projects utilizing Job Order Contracting (JOC) project delivery methods. It is the intent of the PCDPW to enter into three JOC contracts. Each contract will be effective for a period of one (1) year from the Board award date and may be renewed, if mutually agreed to by both the Contractor and the County, for an additional two (2) 1-year periods.

Item No.	Crack Seal Items	Unit Price	Qty	UofM	Total Price
1	Crack Sealing 1/4 To 1" Width	\$ 1.34	1	LBS	\$ 1.34
1A	Crack Routing	\$ 0.24	1	LBS	\$ 0.24
1B	Crack Vacuum	\$ 0.17	1	LBS	\$ 0.17
1C	Traffic Control-Crack Sealing	\$ 0.48	1	LBS	\$ 0.48
1D	Message Board (Per Unit Per Day)	\$ 60.00	1	DY	\$ 60.00
Item No.	Crack Mastic Items	Unit Price	Qty	UofM	Total Price
2	Crack Seal 1" To 2" Utilizing Crack Mastic	\$ 3.57	1	LBS	\$ 3.57
2A	Traffic Control-Crack Mastic	\$ 1.05	1	LBS	\$ 1.05
2B	Message Board (Per Unit Per Day)	\$ 60.00	1	DY	\$ 60.00
Item No.	Fog Seal Items	Unit Price	Qty	UofM	Total Price
3	Asphalt Emulsion Fog Seal SS 1:1 Or CSS 1:1, < 100 TONS	\$ 171.00	1	TON	\$ 171.00
3A	Asphalt Emulsion Fog Seal SS 1:1 Or CSS 1:1, > 100 TONS	\$ 171.00	1	TON	\$ 171.00
3B	Asphalt Emulsion Fog Seal TRMSS, < 100 TONS	\$ 517.00	1	TON	\$ 517.00
3C	Asphalt Emulsion Fog Seal TRMSS, > 100 TONS	\$ 517.00	1	TON	\$ 517.00
3D	Asphalt Emulsion Fog Seal PASS QB, < 100 TONS	\$ 720.00	1	TON	\$ 720.00
3E	Asphalt Emulsion Fog Seal PASS QB, > 100 TONS	\$ 720.00	1	TON	\$ 720.00
3F	Asphalt Emulsion Fog Seal CQS-TR, < 100 TONS	\$ 444.00	1	TON	\$ 444.00
3G	Asphalt Emulsion Fog Seal CQS-TR, > 100 TONS	\$ 444.00	1	TON	\$ 444.00
3H	Asphalt Emulsion Fog Seal CQS-LM, < 100 TONS	\$ 471.00	1	TON	\$ 471.00
3I	Asphalt Emulsion Fog Seal CQS-LM, > 100 TONS	\$ 471.00	1	TON	\$ 471.00
3J	Fog Seal Binder - Haul and Apply Services	\$ 250.00	1	TON	\$ 250.00
3K	Traffic Control-Fog Seal (Based on Binder TON)	\$ 140.00	1	TON	\$ 140.00
3L	PMM Seal Coat	\$ 0.62	1	SY	\$ 0.62
3M	MTR Seal Coat	\$ 0.34	1	SY	\$ 0.34
3N	Seal Coat Binder - Haul and Apply Services	\$ 475.00	1	TON	\$ 475.00
3O	Traffic Control-Seal Coat (Based on Binder TON)	\$ 250.00	1	TON	\$ 250.00
3P	Message Board (Per Unit Per Day)	\$ 60.00	1	DY	\$ 60.00
Item No.	Chip and Scrub Seal Items	Unit Price	Qty	UofM	Total Price
4	Chip Seal Binder: AC15-5TR, < 300 TONS	\$ 570.00	1	TON	\$ 570.00
4A	Chip Seal Binder: AC15-5TR, > 300 TONS	\$ 570.00	1	TON	\$ 570.00
4B	Chip Seal Binder: MC-800 TR, < 300 TONS	\$ 581.00	1	TON	\$ 581.00
4C	Chip Seal Binder: MC-800 TR, > 300 TONS	\$ 581.00	1	TON	\$ 581.00
4D	Chip Seal Binder: Asphalt Rubber (PG 64-16, 18% Tire Rubber), < 300 TONS	\$ 621.00	1	TON	\$ 621.00
4E	Chip Seal Binder: Asphalt Rubber (PG 64-16, 18% Tire Rubber), > 300 TONS	\$ 621.00	1	TON	\$ 621.00
4F	Chip Seal Binder: Asphalt Rubber (PG 58-22, 18% Tire Rubber), < 300 TONS	\$ 621.00	1	TON	\$ 621.00
4G	Chip Seal Binder: Asphalt Rubber (PG 58-22, 18% Tire Rubber), > 300 TONS	\$ 621.00	1	TON	\$ 621.00
4H	Chip Seal Binder: RAB (Rubberized Asphalt Binder, Field Blend), < 300 TONS	\$ 631.00	1	TON	\$ 631.00
4I	Chip Seal Binder: RAB (Rubberized Asphalt Binder, Field Blend), > 300 TONS	\$ 631.00	1	TON	\$ 631.00
4J	Chip Seal Binder: Polymer Modified Asphalt Rubber (PG 64-16, 16% Tire Rubber, 3% SBS Polymer), < 300 TONS	\$ 684.00	1	TON	\$ 684.00
4K	Chip Seal Binder: Polymer Modified Asphalt Rubber (PG 64-16, 16% Tire Rubber, 3% SBS Polymer), > 300 TONS	\$ 684.00	1	TON	\$ 684.00
4L	Chip Seal Binder: Polymer Modified Asphalt Rubber (PG 58-22, 16% Tire Rubber, 3% SBS Polymer), < 300 TONS	\$ 684.00	1	TON	\$ 684.00

Note: Individual JOC work assignment pricing shall not exceed these submitted unit prices

4M	Chip Seal Binder: Polymer Modified Asphalt Rubber (PG 58-22, 16% Tire Rubber, 3% SBS Polymer), > 300 TONS	\$ 684.00	1	TON	\$ 684.00
4N	Chip Seal Binder: CRS-TR, < 300 TONS	\$ 484.00	1	TON	\$ 484.00
4O	Chip Seal Binder: CRS-TR, > 300 TONS	\$ 484.00	1	TON	\$ 484.00
4P	Chip Seal Binder: CRS-2P, < 300 TONS	\$ 388.00	1	TON	\$ 388.00
4Q	Chip Seal Binder: CRS-2P, > 300 TONS	\$ 388.00	1	TON	\$ 388.00
4R	Chip Seal Binder - Haul & Apply Services	\$ 109.00	1	TON	\$ 109.00
4S	Scrub Seal Binder: Rubberized Asphalt Scrub Seal Binder (Blended Base Asphalt, 10% Tire Rubber, 2% SBS Polymer), < 300 TONS	\$ 655.00	1	TON	\$ 655.00
4T	Scrub Seal Binder: Rubberized Asphalt Scrub Seal Binder (Blended Base Asphalt, 10% Tire Rubber, 2% SBS Polymer), > 300 TONS	\$ 655.00	1	TON	\$ 655.00
4U	Scrub Seal Binder - Haul & Apply Services	\$ 189.00	1	TON	\$ 189.00
4V	Chip Seal Aggregate - HVT Pre-Coated	\$ 101.00	1	TON	\$ 101.00
4W	Chip Seal Aggregate - LVT Pre-Coated	\$ 101.00	1	TON	\$ 101.00
4X	Chip Seal Aggregate - HVT Non-Coated	\$ 79.00	1	TON	\$ 79.00
4Y	Chip Seal Aggregate - LVT Non-Coated	\$ 79.00	1	TON	\$ 79.00
4Z	Scrub Seal Aggregate	\$ 170.00	1	TON	\$ 170.00
4AA	Traffic Control-Chip and Scrub Seal (Based on Binder TON)	\$ 53.00	1	TON	\$ 53.00
4BB	Message Board (Per Unit Per Day)	\$ 60.00	1	DY	\$ 60.00
Item No.	Slurry/Micro Seal	Unit Price	Qty	UofM	Total Price
5	Micro Surface Binder: LMCQSTR-MS, < 300 TONS	\$ 658.00	1	TON	\$ 658.00
5A	Micro Surface Binder: LMCQSTR-MS, > 300 TONS	\$ 628.00	1	TON	\$ 628.00
5B	Micro Surface Binder: MSE (MAG Spec.), < 300 TONS	\$ 504.00	1	TON	\$ 504.00
5C	Micro Surface Binder: MSE (MAG Spec.), > 300 TONS	\$ 474.00	1	TON	\$ 474.00
5D	Micro Surface Binder: CQSLM, < 300 TONS	\$ 501.00	1	TON	\$ 501.00
5E	Micro Surface Binder: CQSLM, > 300 TONS	\$ 471.00	1	TON	\$ 471.00
5F	Micro Surface Binder: CQSPM, < 300 TONS	\$ 551.00	1	TON	\$ 551.00
5G	Micro Surface Binder: CQSPM, > 300 TONS	\$ 510.00	1	TON	\$ 510.00
5H	Micro Surface Binder: CQSLM TR, < 300 TONS	\$ 656.00	1	TON	\$ 656.00
5I	Micro Surface Binder: CQSLM TR, > 300 TONS	\$ 626.00	1	TON	\$ 626.00
5J	Slurry Seal Binder: LMCQSTR, < 300 TONS	\$ 671.00	1	TON	\$ 671.00
5K	Slurry Seal Binder: LMCQSTR, > 300 TONS	\$ 631.00	1	TON	\$ 631.00
5L	Slurry Seal Binder: LMCQS, < 300 TONS	\$ 546.00	1	TON	\$ 546.00
5M	Slurry Seal Binder: LMCQS, > 300 TONS	\$ 501.00	1	TON	\$ 501.00
5N	Slurry Seal Binder: PMCQS (Solid Polymer SBS), < 300 TONS	\$ 575.00	1	TON	\$ 575.00
5O	Slurry Seal Binder: PMCQS (Solid Polymer SBS), > 300 TONS	\$ 530.00	1	TON	\$ 530.00
5P	Slurry Seal Binder: PMQS h, < 300 TONS	NO BID	1	TON	NO BID
5Q	Slurry Seal Binder: PMQS h, > 300 TONS	NO BID	1	TON	NO BID
5R	Slurry Seal Binder: CQS, < 300 TONS	\$ 444.00	1	TON	\$ 444.00
5S	Slurry Seal Binder: CQS, > 300 TONS	\$ 416.00	1	TON	\$ 416.00
5T	Slurry Seal Binder: CQSLM, < 300 TONS	\$ 546.00	1	TON	\$ 546.00
5U	Slurry Seal Binder: CQSLM, > 300 TONS	\$ 501.00	1	TON	\$ 501.00
5V	Slurry Seal Binder: CQS TR, < 300 TONS	\$ 583.00	1	TON	\$ 583.00
5W	Slurry Seal Binder: CQS TR, > 300 TONS	\$ 535.00	1	TON	\$ 535.00
5X	Slurry Seal Binder: CQSLM TR, < 300 TONS	\$ 671.00	1	TON	\$ 671.00
5Y	Slurry Seal Binder: CQSLM TR, > 300 TONS	\$ 631.00	1	TON	\$ 631.00

Note: Individual JOC work assignment pricing shall not exceed these submitted unit prices

5Z	Slurry Seal Aggregate (Type I) Residential	\$ 220.00	1	TON	\$ 220.00
5AA	Slurry Seal Aggregate (Type II) Residential	\$ 126.00	1	TON	\$ 126.00
5BB	Slurry Seal Aggregate (Type II) Arterial	\$ 129.00	1	TON	\$ 129.00
5CC	Slurry Seal Aggregate (Type III) Residential	\$ 123.00	1	TON	\$ 123.00
5DD	Slurry Seal Aggregate (Type III) Arterial	\$ 125.00	1	TON	\$ 125.00
5EE	Micro Surfacing Aggregate (Type II)	\$ 153.00	1	TON	\$ 153.00
5FF	Micro Surfacing Aggregate (Type III)	\$ 127.00	1	TON	\$ 127.00
5GG	Slurry Seal & Micro Seal Fiber Additive	\$ 6.00	1	LBS	\$ 6.00
5HH	Traffic Control - Slurry and Micro Seal (Based on Binder TON)	\$ 150.00	1	TON	\$ 150.00
5II	Message Board (Per Unit Per Day)	\$ 70.00	1	DY	\$ 70.00
Item No.	Paving & Roadway	Unit Price	Qty	UofM	Total Price
100	Asphalt Concrete Pavement (Marshall 1/2" Mix Low Traffic) <1000 TONS	\$ 89.50	1	TON	\$ 89.50
101	Asphalt Concrete Pavement (Marshall 1/2" Mix Low Traffic) >1000 TONS	\$ 87.75	1	TON	\$ 87.75
102	Asphalt Concrete Pavement (Marshall 1/2" Mix High Traffic) <1000 TONS	\$ 86.25	1	TON	\$ 86.25
103	Asphalt Concrete Pavement (Marshall 1/2" Mix High Traffic) >1000 TONS	\$ 84.50	1	TON	\$ 84.50
104	Asphalt Concrete Pavement (Marshall 3/4" Mix Low Traffic) <1000 TONS	\$ 86.25	1	TON	\$ 86.25
105	Asphalt Concrete Pavement (Marshall 3/4" Mix Low Traffic) >1000 TONS	\$ 84.50	1	TON	\$ 84.50
106	Asphalt Concrete Pavement (Marshall 3/4" Mix High Traffic)<1000 TONS	\$ 86.25	1	TON	\$ 86.25
107	Asphalt Concrete Pavement (Marshall 3/4" Mix High Traffic)>1000 TONS	\$ 84.50	1	TON	\$ 84.50
108	Asphalt Concrete Pavement (Superpave 1/2" Mix) <1000 TONS	\$ 86.25	1	TON	\$ 86.25
109	Asphalt Concrete Pavement (Superpave 1/2" Mix) >1000 TONS	\$ 84.50	1	TON	\$ 84.50
110	Asphalt Concrete Pavement (Superpave 3/4" Mix) <1000 TONS	\$ 85.25	1	TON	\$ 85.25
111	Asphalt Concrete Pavement (Superpave 3/4" Mix) >1000 TONS	\$ 83.50	1	TON	\$ 83.50
112	Asphalt-Rubber Concrete Pavement <1000 TONS	\$ 107.50	1	TON	\$ 107.50
113	Asphalt-Rubber Concrete Pavement >1000 TONS	\$ 105.75	1	TON	\$ 105.75
114	Pavement Fabric Interlayer	\$ 1.62	1	SY	\$ 1.62
115	Lime Water Application	\$ 0.13	1	SY	\$ 0.13
116	Bituminous Tack Coat (CSS-1H, Diluted)	\$ 497.00	1	TON	\$ 497.00
117	Asphaltic Concrete Patching (Remove And Replace)	\$ 292.00	1	TON	\$ 292.00
118	Asphaltic Concrete Patching (Pothole Patching)	\$ 1,500.00	1	TON	\$ 1,500.00
119	Subgrade Prep	\$ 1.75	1	SY	\$ 1.75
120	Aggregate Base Course	\$ 23.25	1	TON	\$ 23.25
121	Geogrids and Engineering Geotextiles	\$ 2.50	1	SY	\$ 2.50
122	Fly Ash (AASGTO M-295, Class F)	\$ 207.00	1	TON	\$ 207.00
123	Lime Slurry Stabilization, 6" depth < 10,000 SY	\$ 3.75	1	SY	\$ 3.75
124	Lime Slurry Stabilization, 6" depth > 10,000 SY	\$ 2.75	1	SY	\$ 2.75
125	Lime (CaO and MgO)	\$ 173.00	1	TON	\$ 173.00
126	Soil Cement Base Course per 4" later depth, < 10,000 SY	\$ 3.65	1	SY	\$ 3.65
127	Soil Cement Base Course per 4" later depth, > 10,000 SY	\$ 2.65	1	SY	\$ 2.65
128	Recondition Shoulder	\$ 2.15	1	SY	\$ 2.15
129	Shoulder Build-Up Material	\$ 27.50	1	TON	\$ 27.50
130	Saw Cut Asphaltic Concrete Pavement (Per Inch Foot)	\$ 0.40	1	LF	\$ 0.40
131	Roadway Excavation, Including Haul Off	\$ 38.00	1	CY	\$ 38.00
132	Borrow / Import	\$ 32.00	1	CY	\$ 32.00
133	Asphaltic Concrete Pavement Milling (Edge Mill) (0-7')	\$ 1.78	1	SY	\$ 1.78

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134	Asphaltic Concrete Pavement Milling, Depth < 3", < 4000 SY	\$ 4.02	1	SY	\$ 4.02
135	Asphaltic Concrete Pavement Milling, Depth < 3", > 4000 SY	\$ 2.65	1	SY	\$ 2.65
136	Asphaltic Concrete Pavement Milling, Depth > 3", < 6", < 4000 SY	\$ 5.64	1	SY	\$ 5.64
137	Asphaltic Concrete Pavement Milling, Depth > 3", < 6", > 4000 SY	\$ 4.54	1	SY	\$ 4.54
138	Asphaltic Concrete Pulverizing (Up To 6" In Depth)	\$ 1.00	1	SY	\$ 1.00
139	Asphalt Profiling (Micro Milling 1 to 20,000 SY)	\$ 1.69	1	SY	\$ 1.69
140	Asphalt Profiling (Micro Milling 20,001 to 40,000)	\$ 1.55	1	SY	\$ 1.55
141	Asphalt Profiling (Micro Milling 40,001 to 80,000)	\$ 1.44	1	SY	\$ 1.44
142	Asphalt Profiling (Micro Milling 80,001 to 140,000)	\$ 1.36	1	SY	\$ 1.36
143	Asphalt Profiling (Micro Milling 140,001 to 200,000)	\$ 1.29	1	SY	\$ 1.29
Item No.	Concrete	Unit Price	Qty	UofM	Total Price
200	Concrete Handicap Ramp	\$ 2,200.00	1	EA	\$ 2,200.00
201	Concrete Sidewalk (4" Thick)	\$ 3.75	1	SF	\$ 3.75
202	Concrete Curb & Gutter (MAG Detail 220-1 (Type A, B, C, Or D))	\$ 21.00	1	LF	\$ 21.00
203	Concrete Driveway (MAG Detail 250)	\$ 6.25	1	SF	\$ 6.25
204	Concrete Valley Gutter (MAG Detail 240)	\$ 16.50	1	SF	\$ 16.50
205	Remove Existing Concrete Curb And Gutter	\$ 4.25	1	LF	\$ 4.25
206	Remove Existing Concrete Flatwork-Sidewalk, Driveway, Etc.	\$ 2.75	1	SF	\$ 2.75
207	Saw Cut Concrete Flatwork (Per Inch Foot)	\$ 1.25	1	LF	\$ 1.25
208	Concrete Catch Basin (MAG Detail 530, Type A)	\$ 6,145.00	1	EA	\$ 6,145.00
209	Concrete Catch Basin (MAG Detail 530, Type B)	\$ 6,570.00	1	EA	\$ 6,570.00
210	Concrete Catch Basin (MAG Detail 530, Type C)	\$ 6,995.00	1	EA	\$ 6,995.00
211	Concrete Catch Basin (MAG Detail 530, Type D)	\$ 7,420.00	1	EA	\$ 7,420.00
212	Concrete Headwall (MAG Detail 501 - U Type)	\$ 5,930.00	1	EA	\$ 5,930.00
213	Concrete Cut Off Wall (1'x4')	\$ 135.50	1	LF	\$ 135.50
214	Concrete Cut Off Wall (1'x2')	\$ 113.75	1	LF	\$ 113.75
Item No.	Rip Rap & DG	Unit Price	Qty	UofM	Total Price
300	Rip Rap D50 = 6"	\$ 218.00	1	CY	\$ 218.00
301	Rip Rap D50 = 9"	\$ 225.00	1	CY	\$ 225.00
302	Rip Rap D50 = 12"	\$ 230.00	1	CY	\$ 230.00
303	Grouted Rip Rap D50 = 6"	\$ 395.00	1	CY	\$ 395.00
304	Grouted Rip Rap D50 = 9"	\$ 400.00	1	CY	\$ 400.00
305	Grouted Rip Rap D50 = 12"	\$ 405.00	1	CY	\$ 405.00
306	Decomposed Granite (2" Thick)	\$ 8.00	1	SY	\$ 8.00
Item No.	Striping & Signs	Unit Price	Qty	UofM	Total Price
400	Remove Thermoplastic Stripe	\$ 0.55	1	LF	\$ 0.55
401	Remove Thermoplastic Symbol Or Legend	\$ 88.00	1	EA	\$ 88.00
402	Remove Raised Pavement Marker	\$ 2.35	1	EA	\$ 2.35
403	15 MIL (4") White Traffic Paint Stripe	\$ 0.20	1	LF	\$ 0.20
404	15 MIL (4") Yellow Traffic Paint Stripe	\$ 0.20	1	LF	\$ 0.20
405	Paint Symbol Arrow	\$ 88.00	1	EA	\$ 88.00
406	Paint Symbol (RR Crossing)	\$ 175.50	1	EA	\$ 175.50
407	Paint Symbol (Bike Lane Marking Set)	\$ 88.00	1	EA	\$ 88.00
408	Paint Legend "Only"	\$ 88.00	1	EA	\$ 88.00
409	60 MIL (4") White Thermoplastic Traffic Stripe	\$ 0.45	1	LF	\$ 0.45

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410	60 MIL (4") Yellow Thermoplastic Traffic Stripe	\$ 0.45	1	LF	\$ 0.45
411	Transverse Thermoplastic 4" Equivalent	\$ 0.65	1	LF	\$ 0.65
412	Thermoplastic Pavement Arrow 90 MIL	\$ 158.00	1	EA	\$ 158.00
413	Thermoplastic Symbol, RR Crossing 90 MIL	\$ 345.50	1	EA	\$ 345.50
414	Thermoplastic Legend "Only" 90 MIL	\$ 158.00	1	EA	\$ 158.00
415	25 MIL (4") White Dual Component Pavement Marking (Epoxy)	\$ 0.41	1	LF	\$ 0.41
416	25 MIL (4") Yellow Dual Component Pavement Marking (Epoxy)	\$ 0.41	1	LF	\$ 0.41
417	Transverse Dual Component Pavement Marking (Epoxy) 4" Equivalent	\$ 0.80	1	LF	\$ 0.80
418	Dual Component Pavement Marking Symbol (Epoxy)	\$ 322.00	1	EA	\$ 322.00
419	Dual Component Pavement Marking Legend (Epoxy)	\$ 322.00	1	EA	\$ 322.00
420	Pre-Formed Tape Striping (3M 270 Series) 4" Equivalent	\$ 2.30	1	LF	\$ 2.30
421	Pre-Formed Symbol (3M 270 Series)	\$ 205.00	1	EA	\$ 205.00
422	Pre-Formed Legend (3M 270 Series)	\$ 229.00	1	EA	\$ 229.00
423	Reflectorized Raised Pavement Marker (Type D, Yellow 2-Way)	\$ 4.10	1	EA	\$ 4.10
424	Reflectorized Raised Pavement Marker (Type G, Clear, 1 Way)	\$ 4.10	1	EA	\$ 4.10
425	Reflectorized Riased Pavement Marker (Type H, Yellow 1-Way)	\$ 4.10	1	EA	\$ 4.10
426	Reflectorized Raised Pavement Marker (Type 911-A, Blue 2-Way)	\$ 4.10	1	EA	\$ 4.10
427	Remove & Salvage Traffic Sign	\$ 141.00	1	EA	\$ 141.00
428	Perforated Sign Post	\$ 14.50	1	LF	\$ 14.50
429	Perforated Sign Post Foundation	\$ 205.00	1	EA	\$ 205.00
430	U-Channel Sign Post	\$ 11.50	1	LF	\$ 11.50
431	U-Channel Base Post Installation	\$ 176.00	1	EA	\$ 176.00
432	Flat Sheet Aluminum Sign Panel, High Intensity Grade	\$ 25.75	1	SF	\$ 25.75
433	Flat Sheet Aluminum Sign Panel, Diamond Grade	\$ 30.50	1	SF	\$ 30.50
Item No.	Survey Monuments & Adjustments	Unit Price	Qty	UofM	Total Price
500	Survey Marker, MAG Det 120-2, Type D	\$ 305.00	1	EA	\$ 305.00
501	Survey Marker, MAG Det. 120-2, Type E	\$ 615.00	1	EA	\$ 615.00
502	Adjust Frame & Cover To Grade, MAG Det. 270	\$ 445.00	1	EA	\$ 445.00
503	Adjust Water Valve Box & Cover, MAG Det. 391-1-A	\$ 422.00	1	EA	\$ 422.00
504	Adjust Water Valve Box & Cover, MAG Det. 391-1-B	\$ 422.00	1	EA	\$ 422.00
505	Adjust Water Valve Box & Cover, MAG Det. 391-1-C	\$ 422.00	1	EA	\$ 422.00
506	Adjust Frame & Cover To Grade, MAG Det. 422	\$ 697.00	1	EA	\$ 697.00
507	Pre-Lower Utilities (All Types)	\$ 265.00	1	EA	\$ 265.00
Item No.	Electrical	Unit Price	Qty	UofM	Total Price
600	6' X 6' Detector Loop	\$ 485.00	1	EA	\$ 485.00
601	6' X 20' Quadropole Loop	\$ 860.00	1	EA	\$ 860.00
602	6' X 30' Quadropole Loop	\$ 1,075.00	1	EA	\$ 1,075.00
603	6' X 40' Quadropole Loop	\$ 1,390.00	1	EA	\$ 1,390.00
604	6' X 50' Quadropole Loop	\$ 1,675.00	1	EA	\$ 1,675.00
605	6' X 60' Quadropole Loop	\$ 1,775.00	1	EA	\$ 1,775.00
Item No.	Miscellaneous And Other Work	Unit Price	Qty	UofM	Total Price
700	Traffic Control (Not for Items No. 1-5)	To Be Negotiated	1	LS	To Be Negotiated
701	Message Board (Per Unit Per Day & Not for Items No. 1-5)	\$ 60.00	1	DY	\$ 60.00
702	Uniformed Off-Duty Pinal County Sheriff Deputy & Official Vehicle	\$ 45.00	1	HR	\$ 45.00
703	Flagging Services (Hours Vary By Job)	\$ 32.00	1	HR	\$ 32.00

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704	Pilot Car And Driver (Hours Vary By Job)	\$ 55.00	1	HR	\$ 55.00
705	Document Existing Pavement Markings	To Be Negotiated	1	LS	To Be Negotiated
706	Survey (Sealed Plans)	To Be Negotiated	1	LS	To Be Negotiated
707	AZPDES	To Be Negotiated	1	LS	To Be Negotiated
708	Miscellaneous Removals And Other Work	To Be Negotiated	1	LS	To Be Negotiated
709	Clear and Grubb	To Be Negotiated	1	LS	To Be Negotiated
710	Landscaping And Planting	To Be Negotiated	1	LS	To Be Negotiated
711	Remove & Dispose of Trees, Diameter > 12"	\$ 875.00	1	EA	\$ 875.00
712	Native Hydro Seeding	\$ 1.50	1	SY	\$ 1.50
713	Excavator	\$ 250.00	1	HR	\$ 250.00
714	Backhoe	\$ 80.00	1	HR	\$ 80.00
715	Grader	\$ 130.00	1	HR	\$ 130.00
716	Dozer	\$ 260.00	1	HR	\$ 260.00
717	Dump Truck	\$ 95.00	1	HR	\$ 95.00
718	Water Truck (2000 Gal)	\$ 70.00	1	HR	\$ 70.00
719	Water Truck (4000 Gal)	\$ 85.00	1	HR	\$ 85.00
720	Paved Surface Cleaning	\$ 1,000.00	1	MILE	\$ 1,000.00
721	Culvert Removal	\$ 65.00	1	LF	\$ 65.00
722	18" Corrugated Metal Pipe (Supply, Prepare Base, Install)	\$ 75.00	1	LF	\$ 75.00
723	24" Corrugated Metal Pipe (Supply, Prepare Base, Install)	\$ 85.00	1	LF	\$ 85.00
724	36" Corrugated Metal Pipe (Supply, Prepare Base, Install)	\$ 100.00	1	LF	\$ 100.00
725	Clean Sign Face	\$ 60.00	1	EA	\$ 60.00
726	Install New ADOT Spec. 7.5' Unit Cattle Guard w/Base	\$ 5,500.00	1	EA	\$ 5,500.00
727	Culvert Cleaning (18" to 24")	\$ 4,000.00	1	EA	\$ 4,000.00
728	Culvert Cleaning (36")	\$ 4,500.00	1	EA	\$ 4,500.00
729	Pneumatically Placed Mortar (Shotcrete)	\$ 61.00	1	SY	\$ 61.00
730	Crush Millings & Stockpile	\$ 8.25	1	TON	\$ 8.25
731	Portland Cement ASTM C-150, Type II	\$ 155.00	1	TON	\$ 155.00
732	Petroleum Resin	\$ 300.00	1	TON	\$ 300.00
733	Community Relations	To Be Negotiated	1	LS	To Be Negotiated
734	Project Video	To Be Negotiated	1	LS	To Be Negotiated
735	Acrylic Polymer Topical Dust Palliative	\$ 2.75	1	SY	\$ 2.75
736	Materials Testing	To Be Negotiated	1	LS	To Be Negotiated
737	Quality Control	To Be Negotiated	1	LS	To Be Negotiated
738	Permits	To Be Negotiated	1	LS	To Be Negotiated
739	Owner Contingency (Not to exceed 10% of original Task Order)	To Be Negotiated	1	LS	To Be Negotiated
Item No.	PG & Emulsion Buy/Haul	Unit Price	Qty	UofM	Total Price
1000	Binder Buy FOB (Material Varies by Job)	To Be Negotiated	1	TON	To Be Negotiated
1001	Haul Rate (Portal to Portal)	\$ 95.00	1	HR	\$ 95.00
1002	Spreader Truck and Driver (Portal to Portal)	\$ 185.00	1	HR	\$ 185.00

Note:

1. If not otherwise specified, materials and construction methods will adhere to the latest MAG Specifications where applicable.
2. All unit costs shall be for material in place.
3. Mobilization is included in bid item unit price.

Note: Individual JOC work assignment pricing shall not exceed these submitted unit prices



PINAL COUNTY
wide open opportunity

Purchase Order

Pinal County Finance Department
Purchasing Division
P.O. Box 1348
Florence, AZ 85132

PO Number

235743

This number must appear on all documents pertaining to this order.

PO Date: 9/14/2016

Page: 1 of 1

Mail Invoice to:	Ship to:	Supplier:
Pinal County Finance Department P.O. Box 1348 Florence, AZ 85132 Phone: 520-866-6223	PUBLIC WORKS 140 N. FLORENCE ST BUILDING F FLORENCE AZ 85132	CACTUS TRANSPORT INC 8211 W SHERMAN ST TOLLESON AZ 85353 Phone: 602 - 242-9983 Fax: 602 - 242-9984 (FAX)

Or email invoice to:
FinanceInvoices@pinalcountyaz.gov

Confirming to:

Buyer: Gloria M. Bean Phone: 520 - 8666009 Email: Gloria.Bean@pinalcountyaz.gov	Fax: 520 - 8666899	Requested Delivery Date: 9/14/2016 Payment Terms: Net 30 Shipping Terms: FOB Destination
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Reference:

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1.00		LS		Pvmnt Preservation/Repair Srv S.O.W.: Supply, deliver, apply, provide traffic control, stripe & broom as part of Pavement Preservation and Repair Services - FY16/17. **CONSIDER THIS YOUR OFFICIAL NOTICE TO PROCEED** Department Contact: Joe Ramirez 520-866-6680. Recommended Vendor: Cactus Transport, Inc. Contact: Jeff Abram, 623-907-2800 jabram@cactusaspahl.com Contract: EC15-008-1 BOS approved 7/6/16	\$0.00	\$1,000,000.00

Total Order: \$1,000,000.00

Failure to send invoice to above address will result in delay of payment.
Direct all payment questions to Accounts Payable at 520-866-6223.
Direct all other inquiries to the Buyer specified above.

By accepting this Purchase Order the supplier agrees to the terms and conditions contained on the Purchasing website:
<http://pinalcountyaz.gov/Departments/Finance/Documents/Standard%20PO%20Terms.pdf>

09/15/2016
DATE

Gloria M. Bean
Buyer Signature

Digitally signed by Gloria M. Bean
DN: cn=Gloria M. Bean, o=Pinal
County, ou=Pinal County
Purchasing,
email=gloria.bean@pinalcountyaz
.gov, c=US
Date: 2016.09.15 12:20:00 -0700

**TOWN OF FLORENCE, ARIZONA
CONTRACT FOR COOPERATIVE USE OF PINAL COUNTY JOB ORDER
CONTRACT WITH CACTUS ASPHALT, A DIVISION OF CACTUS TRANSPORT, INC.
CONTRACT NO. EC15-008-1 FOR PAVEMENT PRESERVATION AND REPAIR
SERVICES ON TOWN STREETS**

THIS CONTRACT (the "Contract") is made and entered into effective as of the 21st day of February, 2017 ("Effective Date"), by and between the Town of Florence, Arizona (the "Town"), and Cactus Transport, Inc. (the "Contractor") and together with the Contract Documents referred to and incorporated herein, is the "resultant contract" contemplated in the Pinal County solicitation Request for Statement of Qualifications 152119 and Job Order Contract with Cactus Asphalt, a division of Cactus Transport, Inc. for Pavement Preservation and Repairs services, Contract No. EC15-0008-1 dated July 6, 2016. The Town and the Contractor are sometimes referred to in this Contract collectively as the "Parties" and each individually as a "Party".

1. **SCOPE OF WORK:** The Contractor shall provide the Town all necessary labor, material, transportation services and equipment to perform Pavement Preservation and Repairs on Town streets per contract specifications described in the attached scope of materials and services set forth in **Exhibit "1"** (the "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, Special Terms and Conditions, Specifications and Plans. 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 with 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 Pinal County Job Order Contract between Pinal County and Cactus Asphalt, a division of Cactus Transport, Inc. for Pavement Preservation and Repairs, Contract No. EC15-008-1 dated July 6, 2016) is in full force and effect, and all terms and conditions of the Master Contract are incorporated by reference into this Contract, creating an agreement identical in terms between the Town and Contractor. In the Master Contract, the terms: "County", "Pinal County", "Pinal" shall be deemed to be and refer to the Town of Florence; the terms: "Pinal County Department of Public Works/Director", "Agent", "Project Manager", "Transportation Director" 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: "Bidder", "Contractor", "JOC firm", "JOC Contractor", "firm" and "Offeror", 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, including Request for Statement of Qualifications 152119 for the Pinal County Job Order Contract between Pinal County and Cactus Asphalt, a division of Cactus Transport, Inc. for Pavement Preservation and Repairs, Contract No. EC15-008-1 dated July 6, 2016, and including, but not limited to: Invitation for Bid, Instructions to Bidders, Fee Schedules; Notices; Checklists; Requirements for Proposers; Standard Terms and Conditions; Special Terms and Conditions; Scope of Work; Work Schedule; Certificates of Compliance; Plans, Specifications, Addenda, Warranties for Work; Work Forms; Attachments; Price Sheets; Questionnaires; Response Forms; Special Provisions and Specifications; Technical Provisions and Specifications; Schedules; Cooperative Authorizations; Exhibits, Material, Equipment, Services Pricing, Exhibit A General Scope of Work and its Special Provisions, Exhibit B Unit Price List (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 **\$481,334.56**.
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 verification 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, at any time and for any reason and without cause, may terminate, suspend or abandon any portion, or all, of this Contract at Town's convenience 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: Cactus Transport Inc. Attn: Bryan Glazer, 8211 W. Sherman St. Tolleson, AZ 85353.

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

By: _____
Tara Walter, Mayor

Date: _____

ATTEST:

Lisa Garcia, Town Clerk

APPROVED AS TO FORM:

Clifford L. Mattice, Town Attorney

CONTRACTOR

By: _____

Date: _____

Its: _____



To:	TOWN OF FLORENCE	Contact:	Chris Salas
Address:	PO BOX 2670, 444 NORTH WARNER FLORENCE, AZ 85232	Phone:	520-868-7621
		Fax:	520-868-7637
Project Name:	City Of Florence Spring 2017 Patching And Scrub Seal	Bid Number:	
Project Location:	King / Phoenix / 3rd / Willow / Felix, Florence, AZ	Bid Date:	2/8/2017

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
King Street						
	700	Traffic Control (Not For Items No. 1-5): Traffic Control For AC Patching	1.00	LS	\$4,410.38	\$4,410.38
	117	Asphaltic Concrete Patching (Remove And Replace): Patching Prior To FAST - Approx 2118 SF @ 2" Thick	27.35	TON	\$292.00	\$7,986.20
Total Price for above King Street Items:						\$12,396.58
Phoenix Street						
	4AA	Traffic Control-Chip Seal (Based On Binder Ton):	1.00	TON	\$53.00	\$53.00
	4S	Scrub Seal Binder: Rubberized Asphalt Scrub Seal Binder (Blended Base Asphalt, 10% Tire Rubber, 2% SBS Polymer) <300 TN	1.00	TON	\$655.00	\$655.00
	4U	Scrub Seal Binder - Haul & Apply Services	1.00	TON	\$189.00	\$189.00
	700	Traffic Control (Not For Items No. 1-5): Traffic Control For AC Patching	1.00	LS	\$4,410.38	\$4,410.38
	117	Asphaltic Concrete Patching (Remove And Replace): Patching Prior To FAST - Approx 1480 SF @ 2" Thick	19.12	TON	\$292.00	\$5,583.04
Total Price for above Phoenix Street Items:						\$10,890.42
3rd Street						
	4AA	Traffic Control-Chip Seal (Based On Binder Ton):	1.68	TON	\$53.00	\$89.04
	4S	12 TNS Scrub Seal Scrub Seal Binder: Rubberized Asphalt Scrub Seal Binder (Blended Base Asphalt, 10% Tire Rubber, 2% SBS Polymer) <300 TN	1.68	TON	\$655.00	\$1,100.40
	4U	Scrub Seal Binder - Haul & Apply Services	1.68	TON	\$189.00	\$317.52
	700	Traffic Control (Not For Items No. 1-5): Traffic Control For AC Patching	1.00	LS	\$4,410.38	\$4,410.38
	117	Asphaltic Concrete Patching (Remove And Replace): Patching Prior To FAST - Approx 1200 SF @ 2" Thick	15.50	TON	\$292.00	\$4,526.00
Total Price for above 3rd Street Items:						\$10,443.34
Willow Street						
	4AA	Traffic Control-Chip Seal (Based On Binder Ton):	1.92	TON	\$53.00	\$101.76
	4S	Scrub Seal Binder: Rubberized Asphalt Scrub Seal Binder (Blended Base Asphalt, 10% Tire Rubber, 2% SBS Polymer) <300 TN	1.92	TON	\$655.00	\$1,257.60

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Contractors Licenses: AZ - 194430 · NV - 0040581 · NM - 022995 · UT - 944049-5501

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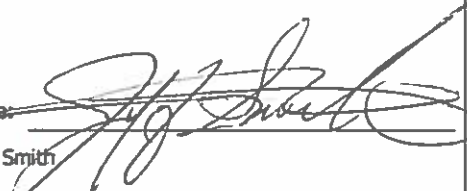
Cactus

ASPHALT

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	4U	Scrub Seal Binder - Haul & Apply Services	1.92	TON	\$189.00	\$362.88
Total Price for above Willow Street Items:						\$1,722.24
Felix Street						
	4AA	Traffic Control-Chip Seal (Based On Binder Ton):	11.57	TON	\$53.00	\$613.21
	4S	Scrub Seal Binder: Rubberized Asphalt Scrub Seal Binder (Blended Base Asphalt, 10% Tire Rubber, 2% SBS Polymer) <300 TN	11.57	TON	\$655.00	\$7,578.35
	4U	Scrub Seal Binder - Haul & Apply Services	11.57	TON	\$189.00	\$2,186.73
Total Price for above Felix Street Items:						\$10,378.29
Total Bid Price:						\$45,830.87

Notes:

- Standard Terms and Conditions to follow.
- All scheduling contingent upon mutual agreement of Owner and Cactus Asphalt.
- Prices above based on completing each task in one mobilization. If an additional mobilization is required, charges may apply.
- Cactus will require this proposal with exclusions be included in any contractual agreement.
- In the event that quantites differ from above, billing will reflect agreed upon measured quantities.
- EXCLUSIONS (Unless Otherwise Specified): Striping
- Pricing Based off Pinal County JOC EC15-008-1

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Cactus Asphalt</p> <p>Authorized Signature: </p> <p>Estimator: Jeff Smith</p>
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TERMS AND CONDITIONS

GENERAL

Owner shall timely notify Cactus Asphalt (Cactus) in writing when the premises will be ready for work to commence, and shall give unobstructed access to all areas where work is to be done. Any necessary towing and costs of delays shall be the responsibility of the owner.

Cactus is not responsible for any utility lines (water, electric, sprinkler, communications, cable, etc.) which may lie within eighteen inches (18") of the surface. Owner is responsible for supplying all known layouts of any such utility lines which are known to exist. Cactus is not responsible for damage to undisclosed, unknown or improperly placed lines.

If Cactus encounters any different site condition or concealed condition, including but not limited to underground utilities, debris, ground water, underground storage tanks, hazardous material, "hard dig" soils, or any material or substance regulated by federal, state, local law, ordinance, or regulation, any other environmental, health or safety issue, or concern, or other conditions, that were unknown to Cactus before submission of this Proposal, the contract price shall be equitably adjusted to compensate Cactus for any additional work performed or damages incurred as a result of any such conditions. At Cactus' sole discretion, Cactus may stop all work on the project, until the parties have reached an agreement, in writing, concerning any such equitable adjustment, and Cactus shall have no obligation to perform any work which, as determined by Cactus, directly or indirectly involves any environmental, health or safety risk or hazard.

The Owner is responsible for ensuring that all surfaces are kept in a condition acceptable to the application of the agreed upon product. This includes ensuring that all automatic sprinklers that may place water on the surface are turned off. Any delay caused by failure to perform the above may result in additional expense to the owner.

Cactus is not responsible for ponding water where grade is less than 2%.

Owner is to provide a water source that is acceptable to Cactus and is sufficient for performing the work.

Cactus is fully licensed and insured. All Cactus employees are covered by Worker's Compensation Insurance.

Unless otherwise agreed in writing, the prices contained within this agreement do not include the costs of permits or bonds.

WARRANTY

All work performed by Cactus is covered by a one year warranty on workmanship. Normal wear and tear, abuse, weather, and other acts of God are excluded.

PAYMENT AND TAXES

By law, taxes may only be waived upon receipt of a valid exemption certificate. Taxes are determined in accordance with the jurisdiction where the work is performed. The owner is responsible for payment of all taxes.

Unless otherwise stated within this agreement, all payment is due upon transmittal of invoice. In addition to other terms contained elsewhere in this proposal, Owner agrees to pay a service charge at the rate of 2% per month on all accounts that become 10 days past due. All costs of collection, as well as attorney's fees, will be added to the balance and interest due.

Cactus reserves the right (without further notice) to suspend or terminate this agreement if work is stopped for 30 or more days because of a failure to make progress payments or other delay not caused by Cactus. In such event Cactus reserves the right to recover payment for all work performed, including reasonable overhead, profit and damages under the contract.

This agreement shall be governed by and construed in accordance with Arizona law, and any lawsuit or arbitration arising from this agreement must be filed in Maricopa County, Arizona. If any provision of this agreement is determined invalid or unenforceable by a court of competent jurisdiction, that provision alone will be deemed stricken and the remainder of the agreement will be enforced.

Any dispute arising from this agreement, not timely resolved after good faith negotiation, will be submitted, at Cactus's sole discretion, to mediation, binding arbitration, or litigation in state court. If mediation is elected, its completion is an express condition precedent to Cactus's election of binding arbitration or state court litigation. If Cactus elects arbitration, the arbitration will be governed by and conducted in accordance with the Arizona Revised Uniform Arbitration Act at A.R.S. §12-1501, et seq.

A property owner has the right to file a written complaint with the Arizona Registrar of Contractors for an alleged violation of A.R.S. § 32-1154(A). Any such complaint must be filed within the applicable time period set forth in A.R.S. § 32-1155(A). The Registrar's phone number is (602) 542-1525, and its website address is <http://www.azroc.gov/>.



Cactus


ASPHALT

To: TOWN OF FLORENCE	Contact: Chris Salas
Address: PO BOX 2670, 444 NORTH WARNER FLORENCE, AZ 85232	Phone: 520-868-7621 Fax: 520-868-7637
Project Name: City Of Florence Spring 2017 FAST	Bid Number:
Project Location: Various Streets, Florence, AZ	Bid Date: 1/31/2017

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Chip Seal					
4K	Chip Seal Binder: Polymer Modified Asphalt Rubber (PG 64 -16, 16% Tire Rubber, 3% SBS Polymer) >300 TN	159.00	TON	\$684.00	\$108,756.00
4R	Chip Seal Binder - Haul & Apply Services	159.00	TON	\$109.00	\$17,331.00
4V	Chip Seal Aggregate - HV Pre-Coated	978.00	TON	\$101.00	\$98,778.00
4AA	Traffic Control-Chip Seal (Based On Binder Ton)	159.00	TON	\$53.00	\$8,427.00
4BB	Message Board (Per Unit Per Day)	10.00	DY	\$60.00	\$600.00
Total Price for above Chip Seal Items:					\$233,892.00
Fog Seal					
3	Asphalt Emulsion Fog Seal SS 1:1 Or CSS 1:1 <100 TN	31.00	TON	\$171.00	\$5,301.00
3J	Fog Seal Binder - Haul & Apply Services	31.00	TON	\$250.00	\$7,750.00
3K	Traffic Control-FOG Sealing	31.00	TON	\$140.00	\$4,340.00
3P	Message Board (Per Unit Per Day)	2.00	DY	\$60.00	\$120.00
Total Price for above Fog Seal Items:					\$17,511.00
Total Bid Price:					\$251,403.00

Notes:

- Standard Terms and Conditions to follow.
- All scheduling contingent upon mutual agreement of Owner and Cactus Asphalt.
- Prices above based on completing each task in one mobilization. If an additional mobilization is required, charges may apply.
- Quoted prices valid for 60 days unless otherwise noted.
- Cactus will require this proposal with exclusions be included in any contractual agreement.
- In the event that quantities differ from above, billing will reflect agreed upon measured quantities.
- EXCLUSIONS (Unless Otherwise Specified): Striping,
- Pricing Based off Pinal County JOC EC15-008-1

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Cactus Asphalt</p> <p style="text-align: center;">  Authorized Signature: _____ Estimator: Jeff Abram </p>
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Contractors Licenses: AZ - 194430 - NV - 0040581 - NM - 022995 - UT - 944049-5501

t:623-907-2800 f:623-907-2900 cactusasphalt.com 8211 W.Sherman St. Tolleson, AZ 85353

TERMS AND CONDITIONS

GENERAL

Owner shall timely notify Cactus Asphalt (Cactus) in writing when the premises will be ready for work to commence, and shall give unobstructed access to all areas where work is to be done. Any necessary towing and costs of delays shall be the responsibility of the owner.

Cactus is not responsible for any utility lines (water, electric, sprinkler, communications, cable, etc.) which may lie within eighteen inches (18") of the surface. Owner is responsible for supplying all known layouts of any such utility lines which are known to exist. Cactus is not responsible for damage to undisclosed, unknown or improperly placed lines.

If Cactus encounters any different site condition or concealed condition, including but not limited to underground utilities, debris, ground water, underground storage tanks, hazardous material, "hard dig" soils, or any material or substance regulated by federal, state, local law, ordinance, or regulation, any other environmental, health or safety issue, or concern, or other conditions, that were unknown to Cactus before submission of this Proposal, the contract price shall be equitably adjusted to compensate Cactus for any additional work performed or damages incurred as a result of any such conditions. At Cactus' sole discretion, Cactus may stop all work on the project, until the parties have reached an agreement, in writing, concerning any such equitable adjustment, and Cactus shall have no obligation to perform any work which, as determined by Cactus, directly or indirectly involves any environmental, health or safety risk or hazard.

The Owner is responsible for ensuring that all surfaces are kept in a condition acceptable to the application of the agreed upon product. This includes ensuring that all automatic sprinklers that may place water on the surface are turned off. Any delay caused by failure to perform the above may result in additional expense to the owner.

Cactus is not responsible for ponding water where grade is less than 2%.

Owner is to provide a water source that is acceptable to Cactus and is sufficient for performing the work.

Cactus is fully licensed and insured. All Cactus employees are covered by Worker's Compensation Insurance.

Unless otherwise agreed in writing, the prices contained within this agreement do not include the costs of permits or bonds.

WARRANTY

All work performed by Cactus is covered by a one year warranty on workmanship. Normal wear and tear, abuse, weather, and other acts of God are excluded.

PAYMENT AND TAXES

By law, taxes may only be waived upon receipt of a valid exemption certificate. Taxes are determined in accordance with the jurisdiction where the work is performed. The owner is responsible for payment of all taxes.

Unless otherwise stated within this agreement, all payment is due upon transmittal of invoice. In addition to other terms contained elsewhere in this proposal, Owner agrees to pay a service charge at the rate of 2% per month on all accounts that become 10 days past due. All costs of collection, as well as attorney's fees, will be added to the balance and interest due.

Cactus reserves the right (without further notice) to suspend or terminate this agreement if work is stopped for 30 or more days because of a failure to make progress payments or other delay not caused by Cactus. In such event Cactus reserves the right to recover payment for all work performed, including reasonable overhead, profit and damages under the contract.

This agreement shall be governed by and construed in accordance with Arizona law, and any lawsuit or arbitration arising from this agreement must be filed in Maricopa County, Arizona. If any provision of this agreement is determined invalid or unenforceable by a court of competent jurisdiction, that provision alone will be deemed stricken and the remainder of the agreement will be enforced.

Any dispute arising from this agreement, not timely resolved after good faith negotiation, will be submitted, at Cactus's sole discretion, to mediation, binding arbitration, or litigation in state court. If mediation is elected, its completion is an express condition precedent to Cactus's election of binding arbitration or state court litigation. If Cactus elects arbitration, the arbitration will be governed by and conducted in accordance with the Arizona Revised Uniform Arbitration Act at A.R.S. §12-1501, et seq.

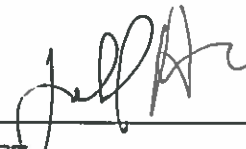
A property owner has the right to file a written complaint with the Arizona Registrar of Contractors for an alleged violation of A.R.S. § 32-1154(A). Any such complaint must be filed within the applicable time period set forth in A.R.S. § 32-1155(A). The Registrar's phone number is (602) 542-1525, and its website address is <http://www.azroc.gov/>.



To:	TOWN OF FLORENCE	Contact:	Chris Salas
Address:	PO BOX 2670, 444 NORTH WARNER FLORENCE, AZ 85232	Phone:	520-868-7621
Project Name:	City Of Florence Spring 2017 FAST - Attaway Road	Bid Number:	
Project Location:	Attaway Rd (Arizona Farms Road To Judd Road), Florence, AZ	Bid Date:	2/15/2017

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Chip Seal					
4K	Chip Seal Binder: Polymer Modified Asphalt Rubber (PG 64 -16, 16% Tire Rubber, 3% SBS Polymer) >300 TN	90.00	TON	\$684.00	\$61,560.00
4R	Chip Seal Binder - Haul & Apply Services	90.00	TON	\$109.00	\$9,810.00
4V	Chip Seal Aggregate - HV Pre-Coated	525.00	TON	\$101.00	\$53,025.00
4AA	Traffic Control-Chip Seal (Based On Binder Ton): 159 TNS PMAR Fast	90.00	TON	\$53.00	\$4,770.00
4BB	Message Board (Per Unit Per Day): 2 Boards 7 Days In Advance	16.00	DY	\$60.00	\$960.00
Total Price for above Chip Seal Items:					\$130,125.00
Fog Seal					
3	Asphalt Emulsion Fog Seal SS 1:1 Or CSS 1:1 <100 TN	18.00	TON	\$171.00	\$3,078.00
3J	Fog Seal Binder - Haul & Apply Services	18.00	TON	\$250.00	\$4,500.00
3K	Traffic Control-FOG Sealing	18.00	TON	\$140.00	\$2,520.00
3P	Message Board (Per Unit Per Day)	2.00	DY	\$60.00	\$120.00
Total Price for above Fog Seal Items:					\$10,218.00
Total Bid Price:					\$140,343.00

- Notes:**
- Standard Terms and Conditions to follow.
 - All scheduling contingent upon mutual agreement of Owner and Cactus Asphalt.
 - Prices above based on completing each task in one mobilization. If an additional mobilization is required, charges may apply.
 - Quoted prices valid for 60 days unless otherwise noted.
 - Cactus will require this proposal with exclusions be included in any contractual agreement.
 - In the event that quantities differ from above, billing will reflect agreed upon measured quantities.
 - EXCLUSIONS (Unless Otherwise Specified): Striping,
 - Pricing Based off Pinal County JOC EC15-008-1

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Cactus Asphalt</p> <p>Authorized Signature: </p> <p>Estimator: Jeff Abram</p>
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TERMS AND CONDITIONS

GENERAL

Owner shall timely notify Cactus Asphalt (Cactus) in writing when the premises will be ready for work to commence, and shall give unobstructed access to all areas where work is to be done. Any necessary towing and costs of delays shall be the responsibility of the owner.

Cactus is not responsible for any utility lines (water, electric, sprinkler, communications, cable, etc.) which may lie within eighteen inches (18") of the surface. Owner is responsible for supplying all known layouts of any such utility lines which are known to exist. Cactus is not responsible for damage to undisclosed, unknown or improperly placed lines.

If Cactus encounters any different site condition or concealed condition, including but not limited to underground utilities, debris, ground water, underground storage tanks, hazardous material, "hard dig" soils, or any material or substance regulated by federal, state, local law, ordinance, or regulation, any other environmental, health or safety issue, or concern, or other conditions, that were unknown to Cactus before submission of this Proposal, the contract price shall be equitably adjusted to compensate Cactus for any additional work performed or damages incurred as a result of any such conditions. At Cactus' sole discretion, Cactus may stop all work on the project, until the parties have reached an agreement, in writing, concerning any such equitable adjustment, and Cactus shall have no obligation to perform any work which, as determined by Cactus, directly or indirectly involves any environmental, health or safety risk or hazard.

The Owner is responsible for ensuring that all surfaces are kept in a condition acceptable to the application of the agreed upon product. This includes ensuring that all automatic sprinklers that may place water on the surface are turned off. Any delay caused by failure to perform the above may result in additional expense to the owner.

Cactus is not responsible for ponding water where grade is less than 2%.

Owner is to provide a water source that is acceptable to Cactus and is sufficient for performing the work.

Cactus is fully licensed and insured. All Cactus employees are covered by Worker's Compensation Insurance.

Unless otherwise agreed in writing, the prices contained within this agreement do not include the costs of permits or bonds.

WARRANTY

All work performed by Cactus is covered by a one year warranty on workmanship. Normal wear and tear, abuse, weather, and other acts of God are excluded.

PAYMENT AND TAXES

By law, taxes may only be waived upon receipt of a valid exemption certificate. Taxes are determined in accordance with the jurisdiction where the work is performed. The owner is responsible for payment of all taxes.

Unless otherwise stated within this agreement, all payment is due upon transmittal of invoice. In addition to other terms contained elsewhere in this proposal, Owner agrees to pay a service charge at the rate of 2% per month on all accounts that become 10 days past due. All costs of collection, as well as attorney's fees, will be added to the balance and interest due.

Cactus reserves the right (without further notice) to suspend or terminate this agreement if work is stopped for 30 or more days because of a failure to make progress payments or other delay not caused by Cactus. In such event Cactus reserves the right to recover payment for all work performed, including reasonable overhead, profit and damages under the contract.

This agreement shall be governed by and construed in accordance with Arizona law, and any lawsuit or arbitration arising from this agreement must be filed in Maricopa County, Arizona. If any provision of this agreement is determined invalid or unenforceable by a court of competent jurisdiction, that provision alone will be deemed stricken and the remainder of the agreement will be enforced.

Any dispute arising from this agreement, not timely resolved after good faith negotiation, will be submitted, at Cactus's sole discretion, to mediation, binding arbitration, or litigation in state court. If mediation is elected, its completion is an express condition precedent to Cactus's election of binding arbitration or state court litigation. If Cactus elects arbitration, the arbitration will be governed by and conducted in accordance with the Arizona Revised Uniform Arbitration Act at A.R.S. §12-1501, et seq.

A property owner has the right to file a written complaint with the Arizona Registrar of Contractors for an alleged violation of A.R.S. § 32-1154(A). Any such complaint must be filed within the applicable time period set forth in A.R.S. § 32-1155(A). The Registrar's phone number is (602) 542-1525, and its website address is <http://www.azroc.gov/>.

Bills of Interest

Bill	Title	Description
HB 2177	municipalities; development; reimbursement zones	Allows towns to use the increased in property tax collection on a specific development to reimburse developers for infrastructure and other improvements
SB 1214	local governments; smallcell equipment permitting	Cox bill for streamlined process for cellular operators to install smallcell equipment in town ROWs. Issues being resolved through productive discussions.
HB 2365	wireless facilities; collocation; rights of ways	Verizon bill for streamlined process for cellular operators to install smallcell equipment in town ROWs. Major concerns exists, including flat \$20 fee.
SB 1243	misconduct involving weapons; public places	Concealed Carry Weapons permit holders can carry guns in public facilities unless there are armed guards and metal detectors present at each entrance.
HB 2156	county transportation excise tax; rates	Allows county to put forth a ballot initiative that can remove sales tax collected over a certain purchase price amount (vehicles, etc.). Related to RTA.
HB 2143	public contracts; procurement	Towns must bid out maintenance and projects that exceed \$25,000.
HB 2022	unlawful discharge of firearms; exception	Allows for the discharge of firearms that use a .22 caliber rat shot or snake shot ammunition within town boundaries.
HB 2212	federal financial assistance; reports	If towns receive any funds from federal government, they must generate a report showing how funds are being used and how towns would do without it.
HB 2179	municipalities; counties; intergovernmental agreements; require fire.	IGAs must be renewed every 8 years. There are ongoing discussions to identify exceptions, including police and
SB 1125	incorporation; urbanized areas	Areas with 15,000+ population do not require permission from surrounding towns (6 miles) if area is bigger than the community protesting the incorporation.
HB 2088	incorporation; urbanized areas	Areas with 15,000+ population do not require permission from surrounding towns (6 miles) if area is bigger than the community protesting the incorporation.