

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

Monday, October 2, 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 Monday October 2, 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. PRESENTATIONS

- a. Proclamation declaring October 8 - 14, 2017, as Fire Prevention Week. (Mayor Walter)
- b. Presentation on the Historic District Wireless Fire Alarm Program. (Dave Strayer)

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. Approve the FY 2017/2018 Florence Façade Improvement Program. (Jennifer Evans)

- b. **Approval of an Administrative Services Contract** with the Florence Industrial Development Authority for management of the Florence Façade Improvement Program. (Jennifer Evans)
- c. **Approval and ratification** of the Terms of Engagement for Legal Services and Engagement Agreement Letter with Jennings, Strouss & Salmon, P.L.C., for legal representation of the Town of Florence, as Plaintiff, in connection with pending litigation against Florence Copper, Inc. (aka, Curis Resources (Arizona), Inc.) in pending case: *Town of Florence v. Florence Copper, Inc.*, Case No. CV2015-000325, previously CV2013-02511. (Clifford Mattice)
- d. **Approval and ratification** of the revised Terms of Engagement for Legal Services and Engagement for Legal Services and Engagement Agreement with Gust Rosenfeld, P.L.C. for regulatory matter, including administrative appeals and potential litigation against county, state, and federal environmental agencies with respect to the permitting process for the “Florence Copper Project, including but not limited to permits for the proposed “production Test Facility” and any future commercial operations. (Clifford Mattice)
- e. **Approval of accepting** the register of demands ending August 31, 2017, in the amount of \$2,408,662.03. (Joe Jarvis)

8. NEW BUSINESS

- a. **Resolution No. 1644-17:** Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AUTHORIZING THE TOWN OF FLORENCE TO EXECUTE A DEVELOPMENT AGREEMENT WITH STARTUP PAVILION, INC. (DBA INNOVATION PAVILION INC.) AND PINAL COUNTY TO CONSTRUCT A MIXED-USE PROJECT ON APPROXIMATELY 12 ACRES IN THE TERRITORY SQUARE DISTRICT. (Brent Billingsley)
- b. **Resolution No. 1645-17:** A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY ARIZONA, APPROVING THE FINAL PLAT FOR ANTHEM AT MERRILL RANCH UNIT 5; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS. (Michelle Orton)
- c. **Discussion/Approval/Disapproval** of a Non-Exclusive Revocable License Agreement with the Copper Basin Railway, Inc. for access to the Poston Butte Preserve. (Bryan Hughes)
- d. **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 as part of the Town of Florence CIP T-69 Pavement Preservation Program, in an amount of \$295,034.27. (Chris Salas)

9. MANAGER’S REPORT

10. DEPARTMENT REPORTS

- a. **Community Services**
- b. **Courts**
- c. **Development Services**
- d. **Finance**

- e. Fire
- f. Police

11. CALL TO THE PUBLIC

12. CALL TO THE COUNCIL – CURRENT EVENTS ONLY

13. ADJOURN TO EXECUTIVE SESSION

Discussion and possible action to authorize the holding of an Executive Session during the Council Meeting for the purposes of discussions or consultations with designated representatives of the public body and/or legal counsel pursuant to A.R.S. Sections 38-431.03 (A)(3), (A)(4) and (A)(7) to consider its position and instruct its representatives and/or attorneys regarding:

- a. Town's position and instruct its attorneys regarding the Petition for Review of Underground Injection Control Permit Issued by USEPA Region 9 for the Florence Copper Project, UIC Appeal 17-03, and related proceedings.
- b. Town's position and instruct its attorneys regarding Arizona Department of Environmental Quality proceedings, related Water Quality Appeals Board Case No. 16-002, including appellate proceedings to reviewing courts.
- c. Town's position and instruct its attorneys regarding pending litigation in Maricopa County Superior Court: Town of Florence v. Florence Copper, Inc. CV2015 -000325.
- d. Pulte Home Company, L.L.C. Development Agreement Update.

14. ADJOURN FROM EXECUTIVE SESSION

15. ADJOURNMENT

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

POSTED ON SEPTEMBER 28, 2017, BY MARIA HERNANDEZ, DEPUTY 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.*****

Proclamation

2017 FIRE PREVENT WEEK

OCTOBER 8-14, 2017

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

WHEREAS, U.S. fire departments responded to 365,500 home fires in 2015, according to the National Fire Protection Association (NFPA); and

WHEREAS, U.S. home fires resulted in 2,560 civilian deaths in 2015, representing the majority (78 percent) of all U.S. fire deaths; and

WHEREAS, newer homes are built with lightweight materials that burn faster than older home constructions; and

WHEREAS, many of today's products and furnishings produce toxic gases and smoke when burned, making it impossible to see and breathe within moments; and

WHEREAS, these conditions contribute to a much smaller window of time for people to escape a home fire safely, with people having as little as one to two minutes to escape from the time the smoke alarm sounds; and

WHEREAS, a home fire escape plan provides the skill set and know-how to quickly and safely escape a home fire situation; and

WHEREAS, a home fire escape plan includes two exits from every room in the home; a path to the outside from each exit; smoke alarms in all required locations; and a meeting place outside where everyone in the home will meet upon exiting; and

WHEREAS, home fire escape plans should be developed by all members of the household; and

WHEREAS, practicing a home fire escape plan twice a year ensures that everyone in the household knows what to do in a real fire situation; and

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

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

WHEREAS, the 2017 Fire Prevention Week theme, “Every Second Counts: Plan 2 Ways Out!” effectively serves to educate the public about the vital importance of developing a home fire escape plan with all members of the household and practicing it twice a year.

THEREFORE, I, Tara Walter, Mayor of Florence, do hereby proclaim October 8-14, 2017, as Fire Prevention Week throughout this community. I urge all the people of Florence to develop a home fire escape plan with all members of the household and practice it twice a year, and to participate in the many public safety activities and efforts of Florence’s first responders during Fire Prevention Week 2017.

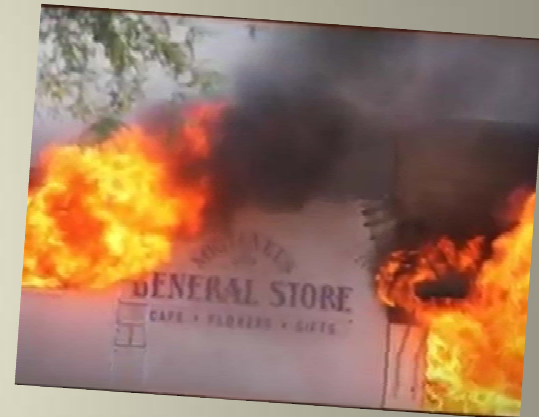
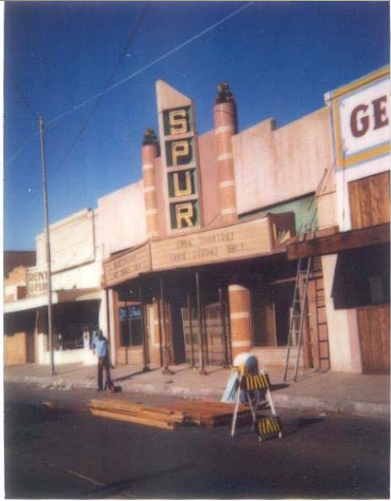
Tara Walter, Mayor

ATTEST:

Lisa Garcia, Town Clerk



Historic District Fire Alarm System

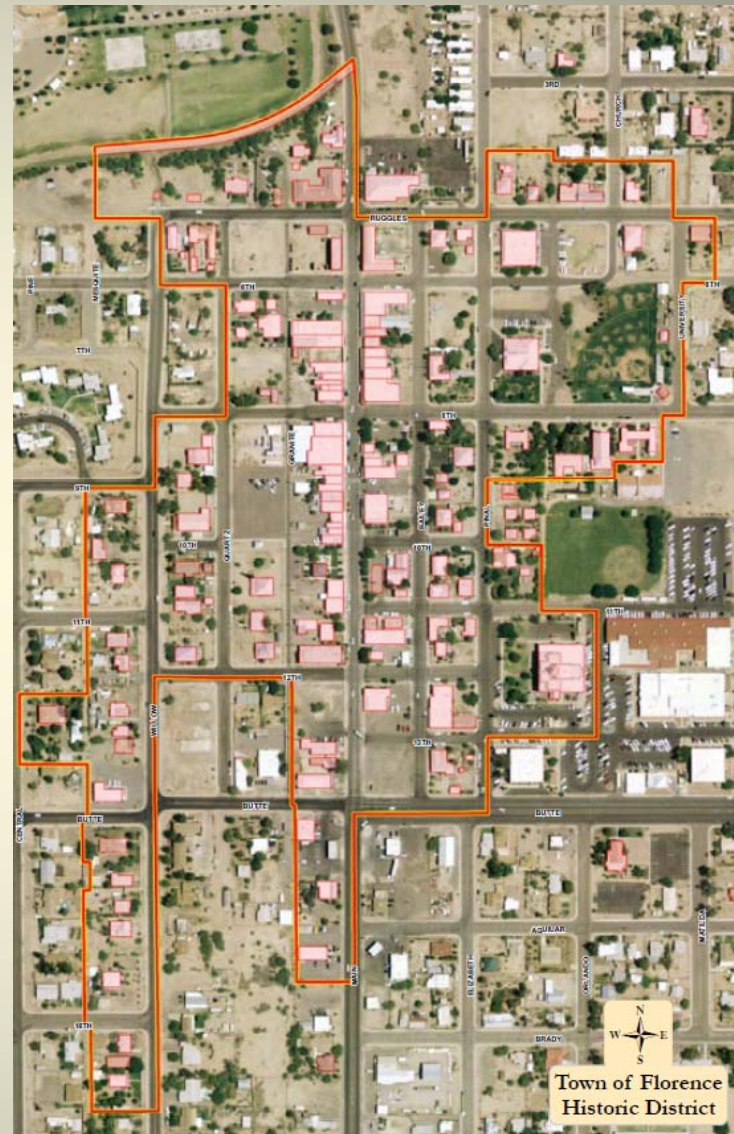




“ . . . these old buildings do not belong to us only; . . . they have belonged to our forefathers, and they will belong to our descendants . . . ”
– William Morris



Main Street in the early 1900s





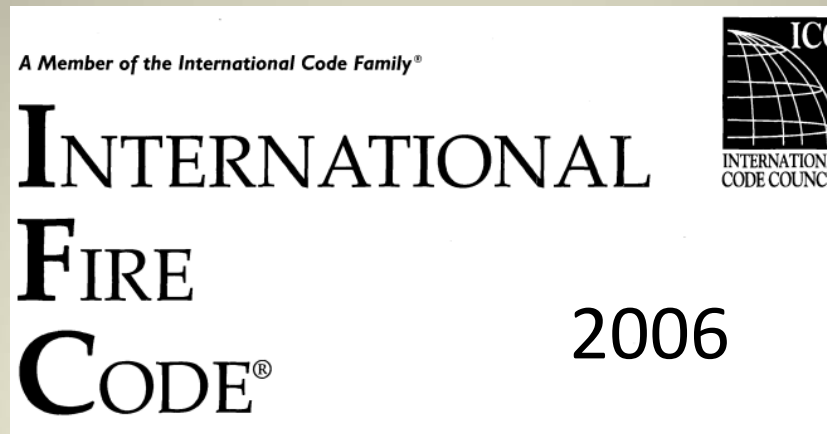
Florence Town Council

Strategic Plan 2017-2022



Our Mission and Vision

Florence provides a safe, diverse, family-friendly community in which to Live, Work and Play. Florence strives for economic and environmental sustainability while protecting and promoting its unique history and culture.



102.5 Historic buildings:

Fire protection in designated historic buildings and structures shall be provided in accordance with an approved fire protection plan.

Fire Protection Plan Elements

- Fire sprinkler systems
- Monitored fire detection systems
- Appropriate code enforcement (specifically for historical buildings)
- Regular fire inspections
- Property owner fire-safety education.

OSHA

Automatic fire detection systems, when combined with other elements of an emergency response and evacuation plan, can significantly reduce property damage, personal injuries, and loss of life from fire in the workplace. Their main function is to quickly identify a developing fire and alert building occupants and emergency response personnel before extensive damage occurs.



Historic

Retrofit Alarm System – Rapid Installation, Non-Invasive

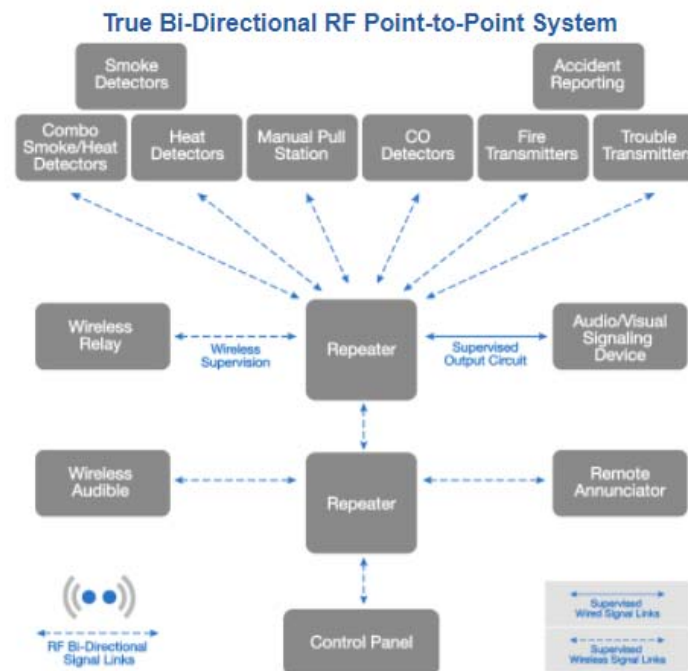
Eliminate:

- Wiring
- Wire mold
- Conduit
- Patching
- Refurbishing
- Asbestos Exposure
- Cost Considerations



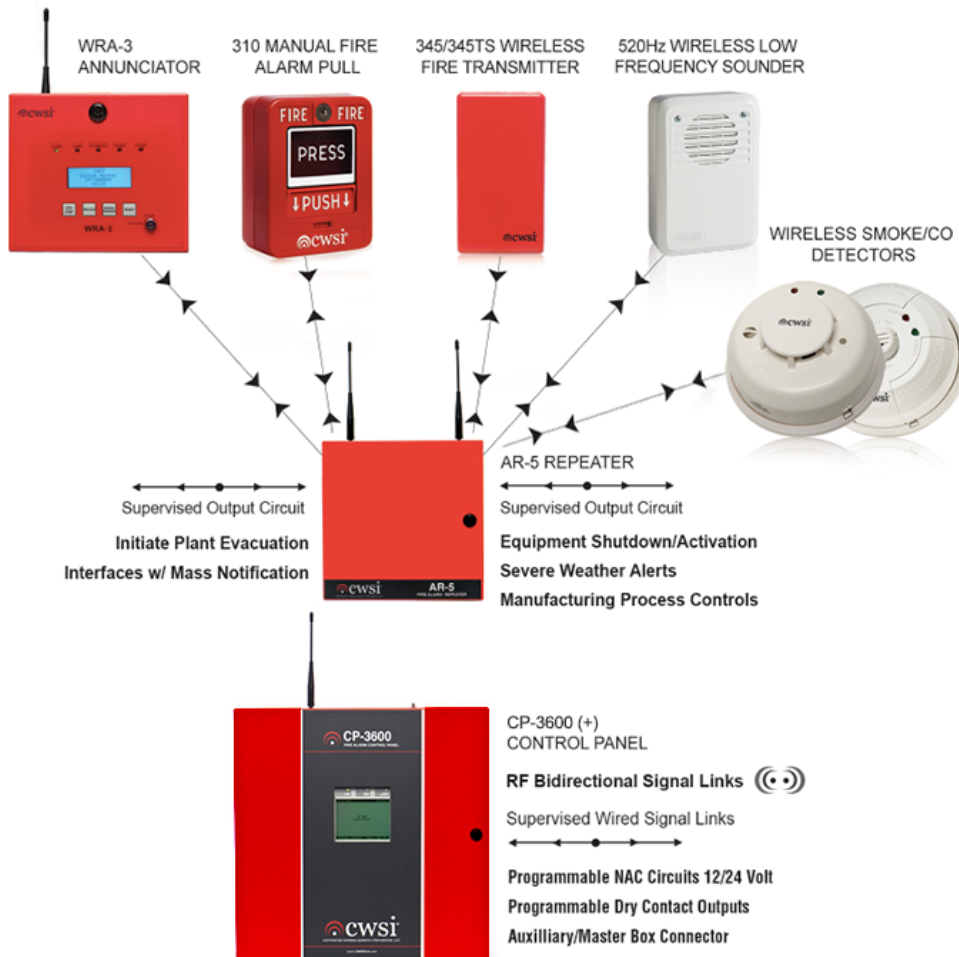
System Advantages :

- Provides Point Addressable Detection & Annunciation of All Alarm & Supervisory Signals
- Fire Detection, Notification & Communication System



- In business for 30 years
- 200 Distributors
- Installed in thousands of locations
- UL listed
- NFPA Compliant
- Specifically for Historic Buildings (less intrusive)
- Cost Effective

True Bi-Directional RF Point-to-Point System



The Town's Role:

- Install the regional wireless panel
- Produce a subscriber's agreement
- Pay for maintenance of our system and monthly power and service fees

The Subscribers Role:

- To procure the wireless equipment required for their individual application
- Have the infrastructure professionally installed to NFPA standards
- Complete the subscriber's agreement
- Complete annual maintenance of infrastructure
- Allow access to their property for inspection and maintenance of the system




Historic Buildings in the Downtown area with monitored Fire Detection and/or Fire Sprinkler Systems



Questions?



	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7a.
MEETING DATE: October 2, 2017 DEPARTMENT: Administration STAFF PRESENTER: Jennifer Evans, Management Analyst SUBJECT: Approval of the FY 2017/18 Florence Façade Improvement Program		<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
STRATEGIC PLAN REFERENCE: <input checked="" type="checkbox"/> Community Vitality <input checked="" type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Motion to approve the FY 2017/18 Florence Façade Improvement Program.

BACKGROUND/DISCUSSION:

The Town Council held a work session with the Florence Industrial Authority at the September 18, 2017 Town Council meeting to discuss the draft façade improvement program. Council members recommended two changes to the program, to specify that grant awards are made per building and an applicant can have only one grant award at a time.

The purpose of the Florence Façade Improvement Program is to improve the street-facing exteriors of commercial buildings located in the Florence Redevelopment Area. The Florence Façade Improvement Program provides reimbursement of pre-approved façade improvement costs of up to 50%. The maximum grant award is \$5,000 per building. Grants are awarded for exterior improvements on facades that face a public street or parking area.

The Florence Industrial Development Authority (IDA) is willing to manage the program on behalf of the Town; however, they are not able to financially contribute at this time. The IDA will establish a Review Committee to evaluate applications and make recommendations for grant award approval. The IDA will award grants and reimburse applicants for approved expenses. At their meeting on August 10, 2017, the IDA agreed

they would be willing to enter into a contract to manage the façade program once it is approved by the Town Council.

A VOTE OF NO WOULD MEAN:

A No vote would mean the Florence Façade Improvement Program would not be implemented.

A VOTE OF YES WOULD MEAN:

A Yes vote would mean the Florence Façade Improvement Program will be implemented.

FINANCIAL IMPACT:

\$20,000 has been budgeted for a façade program. A small administrative fee will be paid to the IDA for managing the program and remaining funds will be used for grant awards.

ATTACHMENTS:

Florence Façade Improvement Program
Redevelopment Area Map

FY 2017/18 Florence Façade Improvement Program

Program Overview and Purpose

The Program provides a reimbursement of up to 50% of eligible pre-approved façade improvement costs on commercial buildings. The maximum amount for any individual grant award is \$5,000 per property owner or tenant per building.

Grants are awarded for exterior improvements only and may be applied to a front, side or rear façade provided façade faces a public street or parking area. Grants are awarded based on the availability of funds, scope and impact of the project. Façade improvements made prior to approval of an application will not be funded by the Program.

The Program's mission is to generate commercial activity by addressing deteriorating property conditions in the slum and blight designated Florence Redevelopment Area. A map is included of the Florence Redevelopment Area properties eligible for participation.

The purpose of the Façade Improvement Program is to improve the street-facing exteriors of a building or residential structure that has been re-designated as commercial or office located in the Downtown.

Applications for the program are accepted throughout the year. Grants are awarded on a first come, first served basis.

Eligible Participants

Eligible participants of the program include property owners of commercial buildings within the Florence Redevelopment Area and tenants of commercial buildings in the Redevelopment Area. A business owner who leases space must have written approval from the property owner to participate in the program. Applicants may apply to the program more than once; however, will not be awarded funding more than once in any five (5) year period on the same property unless the ownership changes. An applicant may only have one grant award at a time.

Eligible Improvements

Eligible improvements must contribute to the visual enhancement of the property as viewed from the public right of way. Improvements must be comprehensive and may incorporate several of the acceptable components of the existing façade. The property must meet all Town of Florence Building and Safety Codes upon completion of work. In the event there is a violation, correction of the violation must be made prior to disbursement of the grant.

Examples of Typical Eligible Improvements include:

1. Exterior painting and façade repair;

FY 2017/18 Florence Façade Improvement Program

2. Façade detail and trim restoration or replacement;
3. Accessibility improvements for ADA compliance;
4. plants and landscaping;
5. awnings;
6. doors and windows;
7. façade and display window lighting;
8. demolition of obsolete structures; and
9. addition of a patio or outdoor space.

Exterior signage (street facing) and parking lots/parking lot striping may be considered as eligible projects based on a complete façade design package.

Ineligible Improvements and Exclusions

Examples of ineligible activities include:

1. New building construction;
2. any interior work;
3. roof repairs, except those portions that directly attach to a new or renovated façade; and
4. any items that are not allowed by the Town of Florence Town Code or Building Code.

Funds may not be used for working capital; property, equipment or inventory acquisition; refinancing of existing debt; or refinancing private funding.

Façade Improvement Program Administration

The Program provides participants the opportunity to receive a reimbursement of up to 50% of eligible pre-approved improvement costs. The maximum amount for any individual grant award is \$5,000 per individual property owner.

All projects should be permanent to the structure or façade and should remain as part of the property if the building is sold or applicant moves outside of the Florence Redevelopment Area.

The Façade Improvement Program is administered by the Florence Industrial Development Authority (IDA). Final decisions of grant awards, the amount of grant award and eligible projects will be made by a review committee of the Florence IDA. Appeals may be submitted to the Florence IDA within 30 days of notification. Funding for the program is subject to availability each fiscal year. The Town of Florence provides funding to the Florence IDA for the implementation of a façade program to fulfill the following goals:

- To encourage well-designed improvements.
- To restore or improve architectural elements and interest to the structure.

FY 2017/18
Florence Façade Improvement Program

- To visually improve facades to encourage economic growth in the Florence Redevelopment Area.

Application Process

1. **Complete and submit a formal application** to the Florence Town Clerk, Florence Town Hall, 775 North Main Street, Florence, AZ 85132. The Town of Florence will accept applications on behalf of the Florence IDA. Submissions must include:
 - a. a completed application,
 - b. a site plan drawn to scale including landscape placement,
 - c. altered property rehabilitation plans drawn to scale,
 - d. photographs of the existing condition,
 - e. estimated total project costs including at least one bid for each project (bids are subject to review; additional bids may be requested),
 - f. Paint chips/samples if work includes painting of buildings, doors, awnings, etc.,
 - g. if tenant is the applicant, authorization must be given by the property owner indicating permission to apply for the project, and
 - h. an electronic copy of submission materials.

2. **Application Review Process:** The Florence IDA Review Committee will evaluate applications on the following criteria:
 - a. Total project budget,
 - b. Design plan,
 - c. Location within the Redevelopment Area,
 - d. Returning facility into a productive use and/or creation of new uses within the space, and
 - e. Total linear feet of storefront to be improved.

Façade improvement projects on properties located with the Florence Townsite Historic District must be approved by the Town of Florence Historic District Advisory Commission.

3. **Following approval, the Florence IDA will issue a formal “Notice to Proceed”:** Any work initiated before “Notice to Proceed” will not be eligible for funds reimbursement. Participants will be required to enter into and execute a written agreement with the Florence IDA to establish the terms, conditions, and requirements for participation in the program.

4. **Following the “Notice to Proceed”, but prior to work starting, the applicant must secure any required building or development permits through the Town of Florence.**

FY 2017/18
Florence Façade Improvement Program

5. **The applicant must submit copies of paid bills, cancelled checks, contractor lien waivers and receipts to the Florence IDA for reimbursements.** Reimbursements can be requested on the last day of each month for work that has been completed. A receipt, picture of the completed work, along with the line item within the application that the work applied to will be needed for each reimbursement.

6. **The Florence IDA Review Committee will inspect the completed project to ensure that work was performed as outlined in application.** This inspection does not replace or supersede any additional inspections that may be required by the Town's Building Safety Division.

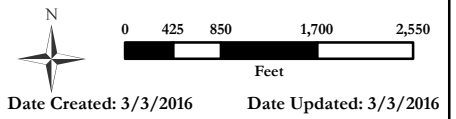
7. **The Applicant will be reimbursed up to the amount of the approved grant.** Work must be completed within 6 months of the stated start date unless otherwise noted in application.

Contact the Florence Industrial Development Authority at 520-705-2541 or call the Town of Florence at 520-868-7549 for more information and to apply for the program.

Town of Florence

Reference Map Series

Town Core Redevelopment District

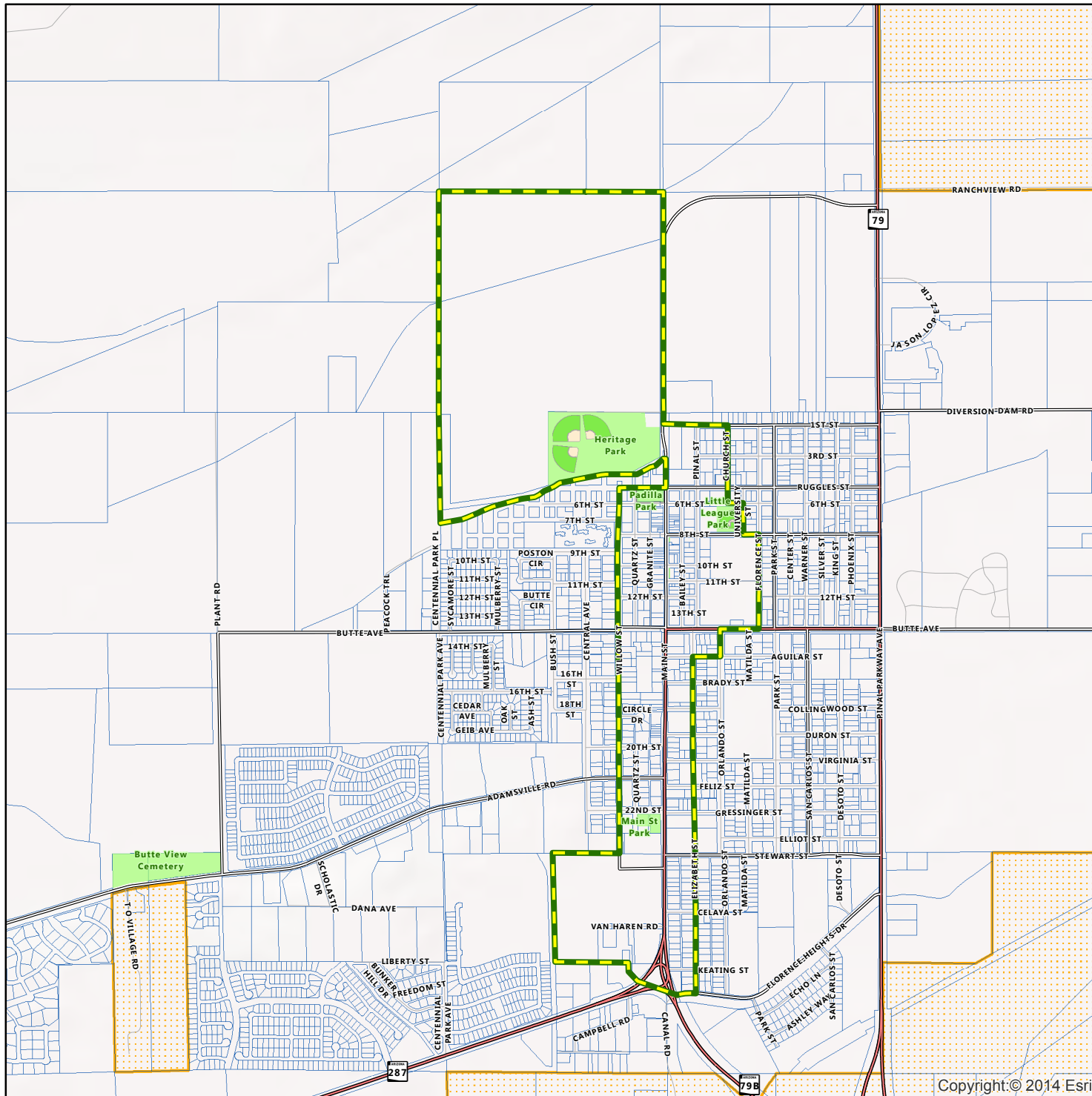


Map Information


The area shown in green represents the boundary of the Downtown Redevelopment District and the Commercial Business District. The Redevelopment boundaries were established in 1998, then expanded in 2003, and again in 2005. By establishing the District, the Town of Florence can use a variety of strategies, under state statute, to direct the redevelopment of certain properties within the District.

Map Key

- Railroads
- Redevelopment District
- Parcel Boundary
- Town Limits
- Outside Town Limits
- Roads**
- State Highway
- Major
- Local



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	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7b.
MEETING DATE: October 2, 2017 DEPARTMENT: Administration STAFF PRESENTER: Jennifer Evans, Management Analyst SUBJECT: Approval of an Administrative Services Contract with the Florence Industrial Development Authority for management of the Florence Façade Improvement Program		<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
STRATEGIC PLAN REFERENCE: <input checked="" type="checkbox"/> Community Vitality <input checked="" type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Motion to approve the Administrative Services Contract with the Florence Industrial Development Authority (IDA) for management of the Florence Façade Improvement Program.

BACKGROUND/DISCUSSION:

Staff is seeking approval of an administrative services contract with the IDA to manage the Florence Façade Improvement Program on behalf of the Town of Florence. The term of the agreement ends on June 30, 2018, with an option to extend the agreement. The scope of service includes managing the application and award process; review submitted applications; award façade grants based on established criteria; issue a Notice to Proceed for each awarded project; inspect completed façade improvement projects; and reimburse grant awardees for 50% of approved expenses.

The purpose of the Florence Façade Improvement Program is to improve the street-facing exteriors of commercial buildings located in the Florence Redevelopment Area. The Florence Façade Improvement Program provides reimbursement of pre-approved façade improvement costs of up to 50%. The maximum grant award is \$5,000 per building. Grants are awarded for exterior improvements on facades that face a public street or parking area.

The IDA will establish a Review Committee to evaluate applications and make recommendations for grant award approval. The IDA will award grants and reimburse applicants for approved expenses. At their meeting on August 10, 2017, the IDA agreed they would be willing to enter into a contract to manage the Façade Program once it is approved by the Town Council.

A VOTE OF NO WOULD MEAN:

A No vote would mean the Florence Façade Improvement Program would not be implemented.

A VOTE OF YES WOULD MEAN:

A Yes vote would mean the Florence Façade Improvement Program will be implemented.

FINANCIAL IMPACT:

\$20,000 has been budgeted for the Façade Program. The IDA will be paid \$1,000 (5%) for managing the program and the remaining funds will be used for grant awards.

ATTACHMENTS:

Florence Façade Improvement Program

**FLORENCE INDUSTRIAL DEVELOPMENT AUTHORITY
ADMINISTRATIVE SERVICES CONTRACT
TOWN OF FLORENCE
FAÇADE IMPROVEMENT PROGRAM**

THIS AGREEMENT is made and entered into as of the ___ day of October 2017, by and between the Town of Florence, an Arizona municipal corporation (“Town”) and the Florence Industrial Development Authority, an Arizona non-profit corporation (“Contractor”) for administrative services to manage the façade improvement program (“Services”). The Town and Contractor may be referred to in this Agreement collectively as the “Parties” and each individually as a “Party”.

WITNESSETH:

WHEREAS, the Town has funds designated for a façade improvement program; and

WHEREAS, the Town desires assistance in administering the program; and

WHEREAS, the Contractor is agreeable to providing such assistance;

NOW, THEREFORE, the parties do mutually agree as follows:

1. TERM: Activities under this Agreement shall commence on or about **November 1, 2017**, and shall be completed on or about **June 30, 2018**. The term of the Agreement may be extended upon mutual agreement. The Agreement may be unilaterally extended by the Town for a period of thirty-one (31) days.

2. SCOPE OF WORK

- a. Contractor agrees to perform Services as outlined in **Exhibit A** (the “Services”).
- b. Town will ensure availability of staff assistance as needed to assist with review and oversight of the program.

3. AMOUNT AND METHOD OF COMPENSATION

- a. The Town shall compensate the Contractor the sum of \$1,000.00 (5% of allocated grant funds) for management of the program. The payment shall be paid when the program is implemented.
- b. Town will provide funds for the disbursement of grant awards as part of the façade improvement program.

4. CONTRACTOR’S STANDARD OF PERFORMANCE

While performing the Services, Contractor shall exercise the reasonable professional care and skill customarily exercised by reputable members of Contractor's profession and shall use reasonable diligence and best judgment while exercising its professional skill and expertise. Contractor shall be responsible for all errors and omissions Contractor commits in the performance of this Agreement.

5. NOTICES

All notices and requests to the other Party required under this Agreement shall be in writing and sent by first class certified mail, postage prepaid, return receipt requested, addressed to the following personnel:

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

Florence Industrial Development Authority
President
P.O. Box 1413
Florence, AZ 85132

6. TERMINATION

This Agreement may be terminated by either Party upon thirty (30) working days written notice. If this Agreement is terminated, Contractor shall be paid for services performed to the date of receipt of such termination notice. In the event of such termination, Contractor shall deliver to Town all work in any state of completion at the date of effective termination. The Town has the right to terminate this Agreement for cause or convenience, or to terminate any portion of the services which have not been performed by Contractor.

7. INDEPENDENT CONTRACTOR: Contractor shall at all times during Contractor's performance of the services retain Contractor's status as independent contractor. Contractor's employees shall under no circumstances be considered or held to be employees or agents of Town. Town shall have no obligation to pay or withhold state or federal taxes or provide workers' compensation or unemployment insurance for or on behalf of them or Contractor.

8. GOVERNING LAW AND VENUE: This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Arizona without reference to conflicts of laws and principles. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this Agreement shall be tried in a court of competent jurisdiction in Pinal County, State of Arizona. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition in this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such action.

9. OWNERSHIP OF RECORDS AND REPORTS: All of the files, reports, documents, information and data prepared or assembled pursuant to the Agreement are to be and remain the property of the Town and are to be delivered to Town before final payment under the Agreement is made to Contractor, or upon termination of the Agreement for any reason.

10. NONASSIGNMENT: This Agreement has been entered into based upon the personal reputation, expertise and qualifications of Contractor. Neither Party to this Agreement shall assign its interest in the Agreement, either in whole or in part. Contractor shall not assign any monies due or to become due to it hereunder without the prior written consent of Town.

11. ENTIRE AGREEMENT: This Agreement and any attachments represent the entire agreement between Town and Contractor and supersede all prior negotiations, representations or agreements, express or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties hereto.

12. FUNDS APPROPRIATION. If the term of this Agreement or provision of any Services hereunder extends beyond the current fiscal period of the Town and the Town Council does not appropriate funds to continue this Agreement and pay for charges hereunder, the Town may terminate this Agreement at the end of the current fiscal period. The Town agrees, to the extent reasonably practical, to give written notice of such termination pursuant to Section 6 of the Agreement at least 30 days prior to the end of the current fiscal period and will pay to the Contractor approved charges incurred through the end of such period.

13. CONFLICTS OF INTEREST: The provisions of A.R.S. § 38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this Agreement.

14. PROHIBITED BOYCOTT. Pursuant to A.R.S. 35-393.01, the Contractor, by execution of this Agreement, certifies that it is not currently engaged in, and agrees for the duration of the Agreement to not engage in, a boycott of Israel.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed

by their duly authorized representatives as of the day and year first above written.

TOWN OF FLORENCE:

**FLORENCE INDUSTRIAL
DEVELOPMENT AUTHORITY:**

Tara Walter, Mayor

Barbara Kelly, President

ATTEST:

Lisa Garcia, Town Clerk


APPROVED AS TO FORM:

Clifford L. Mattice, Town Attorney

EXHIBIT A

Scope of Work

1. Manage the application and award process of the façade improvement program as outlined in the Florence Façade Improvement Program and approved by the Florence Town Council.
2. Review submitted applications from commercial property owners or tenants to ensure the application has all required documentation.
3. Award façade grants based on established criteria that encourages good design and is compatible with the architecture of neighboring commercial buildings.
4. Issue a “Notice to Proceed” for each awarded project in a timely manner.
5. Inspect completed façade improvement projects to ensure work was performed as outlined in the application.
6. Reimburse grant awardees for 50% of expenses associated with the façade improvement project. Grants must be disbursed in a timely manner upon submittal of all required invoices, proof of payments, and other documentation.

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7c.
MEETING DATE: October 2, 2017 DEPARTMENT: Legal STAFF PRESENTER: Clifford L. Mattice, Town Attorney SUBJECT: Approval and Ratification of the Terms of Engagement for Legal Services and Engagement Agreement with Jennings, Strouss & Salmon, P.L.C.-Revised for Lawyer's Change of Firms.		<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
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnerships and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input checked="" type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Motion to approve and ratify the Terms of Engagement for Legal Services and Engagement Agreement letter dated September 12, 2017, with Jennings, Strouss & Salmon, P.L.C., for legal representation of the Town of Florence, as Plaintiff, in connection with pending litigation against Florence Copper, Inc. (fka, Curis Resources (Arizona), Inc.) in pending case: *Town of Florence v. Florence Copper, Inc.*, Case No. CV2015-000325, previously CV2013-02511).

Staff recommends approving and ratifying the Terms of Engagement for Legal Services and Engagement Agreement letter dated September 12, 2017 with Jennings, Strouss & Salmon, P.L.C. ("Jennings Strouss").

BACKGROUND/DISCUSSION:

In 2013, the Town initiated litigation in the pending case: *Town of Florence v. Florence Copper, Inc.* (Curis Resources AZ, Inc.) (Case No. CV2015-000325, previously CV2013-02511). The Complaint in the case sought: 1) Declaratory Relief that the uses of the subject property for mining and related activities are an illegal use; and 2) Eminent Domain for judgment condemning the property and determining the total amount of just compensation. The court dismissed the eminent domain count in 2015. The Town is represented by Chris Kramer for the claims in the Complaint. Mr. Kramer recently accepted employment at a new law firm, Jennings Strouss, and as a result of this change, Jennings Strouss requires a new engagement agreement with the Town for Mr. Kramer's services.

This action approves and ratifies the Town's engagement of Jennings, Strouss & Salmon P.L.C., for legal representation of the Town as a Plaintiff in the litigation of the Complaint

A VOTE OF YES WOULD MEAN:

The Town retains Chris Kramer (and Jennings, Strouss & Salmon, P.L.C.) as its lawyer for the pending litigation of the Complaint.

A VOTE OF NO WOULD MEAN:

The Town does not retain Chris Kramer (and Jennings, Strouss & Salmon, P.L.C.) as its lawyer for the pending litigation of the Complaint.

FINANCIAL IMPACT:

The expenses for legal fees and related services, including retention of experts and consultants, are budgeted annually based upon the projected activities for the litigation during the fiscal year.

ATTACHMENTS:

Engagement Agreement letter dated September 12, 2017, with Jennings, Strouss & Salmon, P.L.C.



Jennings, Strouss & Salmon, P.L.C.
Attorneys at Law

One East Washington Street, Suite 1900
Phoenix, Arizona 85004-2554
Telephone: 602.262.5911
www.jsslaw.com

Christopher W. Kramer
Direct Dial: 602.262.5927
Direct Fax: 602.495.2780
ckramer@jsslaw.com

September 12, 2017

Cliff Mattice
Town Attorney, on behalf of the
Town of Florence, Arizona
775 N. Main Street
P.O. Box 2670
Florence, Arizona 85132
Clifford.mattice@florenceaz.gov

Re: Legal Representation

Dear Cliff:

Thank you for selecting Jennings, Strouss & Salmon, P.L.C. (the “firm”) to represent the Town of Florence, Arizona (the “Town”), as Plaintiff, in connection with the pending litigation against Florence Copper, Inc. (fka, Curis Resources (Arizona), Inc.). This letter will confirm the Town’s engagement of this firm and will describe the basis on which our firm will provide legal services to you.

Accordingly, we submit for your approval the following provisions governing our engagement. If you are in agreement, please sign the enclosed copy of this letter in the space provided below, and return to us at your earliest convenience. If you have any questions about these provisions, or if you would like to discuss possible modifications, do not hesitate to call. Again, we are pleased to have the opportunity to serve you.

1. **Client; Scope of Representation.** We have agreed that our engagement is limited to performance of services related to this matter. You may limit or expand the scope of our representation from time to time, provided that any substantial expansion must be agreed to by us.

I will be the attorney at the firm primarily responsible for this/these matters. I may be assisted by other attorneys and paralegals from time to time. You are our primary contact with the Town.

2. **Term of Engagement.** Either of us may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect your interests in any matters for which you engage us and, if you so request, we will suggest to you possible successor counsel and provide that counsel with

Phoenix ▶ Peoria ▶ Washington, DC

whatever papers or other materials you have provided to us. If permission for withdrawal is required by a court, we will promptly apply for such permission, and you agree to engage successor counsel to represent you.

3. **Fees and Expenses.** We will bill hourly in 1/10 hour minimum increments. Our [discounted] hourly rates for this/these matters will be \$250/hour for partners, \$225/hour for associates and \$105/hour for paralegals.

Statements normally will be rendered monthly for work performed and expenses recorded on our books during the previous month. Payment is due promptly upon receipt of our statement. Fees and expenses of others (such as experts, consultants and appraisers) generally will not be paid by us, but will be billed directly to you. Please see the attached Policy on Professional Fees and Disbursements (the "Policy") for more details. If there is a conflict between this letter and the Policy, this letter controls.

We may suspend performing services for you if timely payment is not received for our services and until arrangements satisfactory to us have been made for payment of future fees and expenses. We may terminate further representation without impact on amounts due for services through the termination date. It is also expressly understood that payment of the firm's fees and costs is in no way contingent on the ultimate outcome of the matter.

4. **Client Responsibilities.** You agree to cooperate fully with us and to provide promptly all information known or available to you relevant to our representation. You also agree to promptly pay our statements for services and expenses in accordance with paragraph 3, above.

5. **Conclusion of Representation; Retention and Disposition of Documents.** Unless previously terminated, our representation of you will terminate upon our sending you our final statement for services rendered in any matters for which we are engaged. Following that termination, any otherwise non-public information you have supplied to us that is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At your request, your papers and property will be returned to you, although we will retain a copy at your expense. Our own files pertaining to any matters will be retained by the firm. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. All documents retained by the firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement.

6. **Post-Engagement Matters.** If you have engaged the firm to provide special legal services in connection with a specific matter, after completion of the matter, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us after completion of the matter to provide additional advice on issues arising from the matter, the firm has no continuing obligation to advise you with respect to future legal developments.

7. **Conflicts.** As you are aware, the firm represents many other companies and individuals. It is possible that during the time that we are representing you, some of our present or future clients will have disputes or transactions with you. You agree that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for you even if the interests of those clients in those other matters are directly adverse. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a non-public nature, that, if known to the other client, could be used in another matter by the client to your material disadvantage. You should know that, in engagement letters with many of our other clients, we have asked for similar agreements to preserve our ability to represent you.


8. **Estimates and Outcome.** Some clients ask us for estimates of the fees and costs of work we are to perform. We will be happy to provide you with estimates, but they will be just that -- estimates. We do not guarantee estimated amounts because the amount of time required to complete a matter is often substantially dependent upon factors beyond our control. Accordingly, unless otherwise expressly agreed in writing by a Member (partner) of this firm, no written or oral statement regarding fees and costs in connection with a particular matter, whether expressly stated as an estimate or not, shall be deemed to limit or "cap" our fees and costs in the matter. We do not and cannot guarantee any outcome in a matter.

Once again, we are pleased to have this opportunity to work with you. Please call me if you have any questions or comments during the course of our representation.

We understand that this agreement is subject to ratification by the Mayor and Council of the Town of Florence, Arizona.

Very truly yours,

JENNINGS, STROUSS & SALMON, P.L.C.

By 
Christopher W. Kramer

CWK/SL

Enclosure: Policy on Professional Fees and Disbursements

AGREED TO AND ACCEPTED*:

Cliff Mattice, Town Attorney
*subject to Mayor and Council ratification

POLICY ON PROFESSIONAL FEES AND DISBURSEMENTS

The following is an explanation of the basis on which Jennings, Strouss & Salmon, P.L.C. bills for services rendered and expenses incurred, unless some other specific arrangement has been agreed to with a client. We normally submit periodic statements to our clients during the course of an engagement. This procedure ensures that our clients have a current understanding of our charges and that they are not surprised by a bill covering services for an extended period of time.

The fees that the firm bills to its clients are established according to the criteria for reasonableness specified in the Arizona Rules of Professional Conduct, which include the time and labor required for tasks performed; the difficulty, novelty, or complexity of the problem presented; the skill required to perform the tasks in a professional manner, the time constraints imposed by the client or the nature of the matter; and the nature of the results obtained for the client. The firm has established for each of its lawyers, legal assistants and document clerks a normal hourly billing rate and, in most circumstances, the fees billed to clients are closely related to the amount of time expended and the established hourly billing rate for the lawyers, legal assistants and document clerks involved.

For each periodic statement on account, the responsible attorney reviews the time recorded to the client's account since the last billing. The purpose of the review is to determine whether the statement should be based solely on the amount of time expended or adjusted to ensure that the fee charged is reasonable in light of the criteria of the Rules of Professional Conduct.

Any estimates of anticipated fees that we provide at the client's request, whether for budgeting purposes or otherwise, are, due to the uncertainties involved, necessarily only an approximation of potential fees. Under no circumstances are such estimates a maximum or minimum for quotation. Our actual fees will be determined in accordance with the policies described above.


Jennings, Strouss & Salmon, P.L.C. bills its clients for costs advanced on a client's behalf for such items as filing fees, transcript and deposition fees, reasonable travel expenses (IRS allowable amount for auto travel) and expert witness fees. The firm also charges for certain costs and expenses, including an approximation of applicable overhead, incurred directly by the firm on behalf of clients, such as long distance telephone calls, photocopying, printing, special mail services, computerized research, messengers and, in certain instances, secretarial overtime expenses. The firm charges for photocopying at the rate of \$.20 per page. There is no charge for facsimile or telecopier services (incoming or outgoing), or routine secretarial overtime. We may forward to you large disbursement billings for your direct payment to the supplier.

We ask and expect payment of our statements on a current basis, since delayed payment adds to our overall costs of providing services. To avoid burdening our clients who pay promptly these additional costs, we reserve the right to assess a late payment charge of 1% per month for any statement which is not paid by the end of the month following the month in which the statement is dated. If any portion of a statement remains unpaid for more than 30 days after the

date of the statement, we reserve the right to withdraw from further representation by letter sent to you informing you of that fact. We also reserve the right to utilize a collection service for delinquent accounts in the event it becomes necessary.

Following the termination of our representation on a particular matter (which will occur when we send the final invoice on that matter), any otherwise nonpublic information you have supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At your request, your file will be returned to you. We reserve the right to charge you for the cost of reproducing any part of your file that was previously provided to you. We reserve the right to destroy or otherwise dispose of your file (or any part thereof) within a reasonable time (usually five years) after the termination of the engagement for the particular matter.

Finally, in closing, let us assure you that our goal has always been and will continue to be to provide legal services to you on the most cost-efficient basis possible. If at any time, you wish to discuss either our billing policies and procedures generally or a specific billing statement, we encourage you to contact us.

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7d.
MEETING DATE: October 2, 2017 DEPARTMENT: Legal STAFF PRESENTER: Clifford L. Mattice, Town Attorney SUBJECT: Approval and Ratification of the Revised Terms of Engagement for Legal Services and Engagement Agreement with Gust Rosenfeld, P.L.C. - Revised for Lawyer's Change of Firms.		<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
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnerships and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input checked="" type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Motion to approve and ratify the revised Terms of Engagement for Legal Services and Engagement Agreement letter dated September 7, 2017, with Gust Rosenfeld, P.L.C., for legal representation of the Town of Florence in regulatory matters, including administrative appeals and potential litigation against county, state, and federal environmental agencies with respect to the permitting process for the "Florence Copper Project," including but not limited to permits for the proposed "Production Test Facility" and any future commercial operations.

Staff recommends approving and ratifying the revised Terms of Engagement for Legal Services and Engagement Agreement letter dated September 7, 2017 with Gust Rosenfeld, P.L.C. ("Gust").

BACKGROUND/DISCUSSION:

In 2013, the Town initiated litigation in the pending case: Town of Florence v. Florence Copper, Inc. (Curis Resources AZ, Inc.) (Case No. CV2015-000325, previously CV2013-02511) (the "Zoning Case"). The Town is represented by Chris Kramer in the Zoning Case. Mr. Kramer recently accepted employment at a new law firm, Jennings Strouss & Salmon, P.L.C, and as a result of this change Gust requires a new engagement agreement with the Town for services provided by Barbara Pashkowski related to the Permit Matters.

The Town has adopted several resolutions related to the Florence Copper Project and the permits for the Production Test Facility, including those:1) Authorizing the execution,

filing, and litigation of the Town's complaint to the Arizona Ombudsman Citizens' Aide; 2) Authorizing the execution, filing and litigation of the Town's appeal challenging the validity and issuance of the Class II Renewal Air Quality Permit; 3) Authorizing the negotiation and execution of a Limited Joint Defense and Information Sharing Agreement; and 4) Authorizing the execution, filing and litigation of the Town's appeal challenging the validity and issuance of the Class III In-Situ Production of Copper Permit (the "Permit Matters").

This action approves and ratifies the Town's engagement of Gust Rosenfeld, P.L.C. for legal representation of the Town in regulatory matters, including administrative appeals and potential litigation against county, state, and federal environmental agencies with respect to the permitting process for the "Florence Copper Project," including but not limited to permits for the proposed "Production Test Facility" and any future commercial operations.

A VOTE OF YES WOULD MEAN:

The Town retains Barbara Rodriguez-Pashkowski (and Gust Rosenfeld, P.L.C.) as its lawyer for the permit matters.

A VOTE OF NO WOULD MEAN:

The Town does not retain Barbara Rodriguez-Pashkowski (and Gust Rosenfeld, P.L.C.) as its lawyer for the Permit Matters.

FINANCIAL IMPACT:

The expenses for legal fees and related services, including retention of experts and consultants, are budgeted annually based upon the projected activities for the litigation/proceedings during the fiscal year.

ATTACHMENTS:

Revised Terms of Engagement for Legal Services and Engagement Agreement letter dated September 7, 2017, with Gust Rosenfeld, P.L.C.

*GUST
ROSENFELD*
ATTORNEYS SINCE 1921 P.L.C.

■ ONE E. WASHINGTON, SUITE 1600 ■ PHOENIX, ARIZONA 85004-2553 ■ TELEPHONE 602-257-7422 ■ FACSIMILE 602-254-4878 ■

BARBARA U. RODRIGUEZ-PASHKOWSKI
602.257.7494
FAX: 602.340.1538
bpashkowski@gustlaw.com

September 7, 2017

Cliff Mattice
Town Attorney
Town of Florence
775 North Main Street
Florence, Arizona 85232

Re: Legal Representation – Revised
Town of Florence – Environmental Matters

Dear Mr. Mattice:

I am writing to acknowledge and thank you for retaining our law firm for the continued representation of the Town of Florence (the “Town”) as set forth below. You have presently retained this firm to represent the Town in regulatory matters, including administrative appeals and potential litigation against county, state, and federal environmental agencies with respect to the permitting process for the “Florence Copper Project,” including but not limited to permits for the proposed “Production Test Facility” and any future commercial operations.

Per your request on behalf of the Town, this engagement will control the terms of our engagement for these matters going forward, but does not affect our past services regarding these matters pursuant to our engagement letters of June 24, 2015 and January 12, 2017, relating to the same property and proposed project.

I am enclosing for your information our “Terms of Engagement for Legal Services” Addendum which sets forth certain information concerning the business aspects of your retention of our firm. We hope that you find this information useful.

I will serve as the attorney primarily responsible for this firm’s representation of Town in these matters, and therefore will serve as your primary contact at this firm. As stated in the Addendum, other professionals will also provide services depending upon the way in which matters develop.

Cliff Mattice
Town of Florence

2

September 7, 2017

The Addendum sets forth the present range of discounted hourly rates for me, our other attorneys, paralegals, law clerks and project assistants. Our discounted hourly rates are subject to future changes as noted in the Addendum.

Consistent with our relationship with other municipalities, which relationship includes substantial services to be provided by the firm and prompt payment of our invoices; we are offering the Town our discounted municipal rate which is substantially less than our standard rates depending on the attorney. For example, my standard rate is \$415 but my discounted rate for the Town in this case is \$250. These standard rates and discounts are reviewed periodically and are subject to change with notice to you.

For purposes of this engagement, attorneys will be billed at \$250/hour or their standard hourly rate, if less. Paralegals will be billed at no more than \$150/hour.

We appreciate being given the opportunity to serve you. Of course, if you have any questions or if there are any matters set forth in these documents which you would like to discuss, please contact me.

Once again, thank you for the confidence that you have placed in our firm by allowing us to continue our representation of the Town in the environmental matters. We look forward to working with you.

Very truly yours,



Barbara U. Rodriguez-Pashkowski
For the Firm

3068957

Attachment (Terms of Engagement for Legal Services)

GUST ROSENFELD P.L.C.

Terms of Engagement for Legal Services

This document sets forth the terms of our engagement as your lawyers. Unless modified in writing by mutual agreement, these terms are an integral part of our agreement with you. Therefore, we ask that you review this statement carefully. You should retain the original of this document. Please contact us promptly if you have any questions.

The Scope of Our Work

You should have a clear understanding of the legal services we will provide. Any questions that you have should be dealt with promptly.

We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

Who Will Provide the Legal Services

Customarily, each client of the firm is served by a primary attorney contact. The primary attorney should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of primary attorney at any time. Subject to the supervisory role of the primary attorney, your work, or parts of it, may be performed by other lawyers and legal assistants in the firm. Such delegation may be for the purpose of involving lawyers or legal assistants with special expertise in a given area or for the purpose of providing services on the most efficient and timely basis. Whenever practicable, we will advise you of the names of those attorneys and legal assistants who work on your matters.

How Fees Will Be Set

The firm's fee structure is based upon hourly rates for all attorneys, paralegals and law clerks, unless otherwise specified. We record time expended on hourly fee matters in increments of one tenth of an hour, and calculate our fees on that basis.

Standard hourly rates for the firm presently range from \$235 to \$495 for attorneys; from \$195 to \$210 for paralegals; and \$155 for law clerks. These rates are

subject to increase, normally once per year. Advance notice of any increase will be provided in writing before any fees are charged at an increased rate.

Statements for services rendered will be submitted monthly, to more effectively monitor time and expenses as they are incurred. Our computerized billing format will provide you with a description of the efforts we have undertaken on your behalf.

We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Whenever possible, we will furnish such an estimate based upon our professional judgment, but always with a clear understanding that it is not a maximum or fixed fee quotation. The ultimate cost frequently is more or less than the amount estimated.

For certain well-defined services we may quote a flat fee. It is our policy not to accept representations on a flat fee basis except in such defined-service areas or pursuant to a special arrangement tailored to the needs of a particular client. In all such situations, the flat fee arrangement will be expressed in a letter, setting forth both the amount of the fee and the scope of the services to be provided.

Out-of-Pocket Expenses

We typically incur, and advance on behalf of our clients, a variety of out-of-pocket costs arising in connection with legal services. These include charges made by government agencies and service vendors as well as clerical charges. Whenever such costs are incurred, we will carefully itemize and bill them. Typical of such costs are long distance telephone charges; messenger, courier, express delivery charges and certain other postage; facsimile; printing and reproduction costs; filing fees; deposition and transcript costs; witness fees; travel expenses; charges made by outside experts and consultants, including accountants, appraisers and other legal counsel (unless arrangements for direct billing have been made); and computer assisted legal research charges. We incur outside costs as agents for our clients and incur internal expenses on behalf of our clients, who agree to pay these costs on a regular basis.

Retainer and Trust Agreements

New clients of the firm are routinely asked to deposit a retainer with the firm. This retainer will be held in trust to be applied to the final bill. By mutual agreement it may be applied against earlier bills. At the conclusion of our legal representation or at such time as the deposit is unnecessary or is appropriately reduced, the remaining balance or an appropriate part of it will be returned to you. If the retainer deposit proves insufficient to cover current expenses and fees, it may have to be increased. Deposits that are received to cover specific items will be disbursed as provided in our

agreement with you, and you will be notified from time to time of the amounts applied or withdrawn.

All trust deposits we receive from you, including retainers, will be placed in a trust account for your benefit. By law, your deposit must be placed in a pooled account if it is not expected to earn a net return, taking into consideration the size and anticipated duration of the deposit and the transaction costs. Other trust deposits will also be placed in the pooled account unless you request a segregated account. By law, interest earned on the pooled account is payable to a charitable foundation established by the Arizona Supreme Court. Interest earned on a segregated trust account will be added to the deposit for your benefit and will be includable in your taxable income.

Termination

You may terminate our representation at any time, with or without cause by notifying us. If such termination occurs, your papers and property will be returned to you promptly. Our own files pertaining to the case will be retained. Your termination of our services will not affect your responsibility for payment of legal services rendered and out-of-pocket costs incurred before termination and in connection with an orderly transition of the matter.

We are subject to the Code of Professional Responsibility adopted by the Arizona Supreme Court, which lists several types of conduct or circumstances that require or allow us to withdraw from representing a client, including nonpayment of fees or costs, misrepresentation or failure to disclose material facts, action contrary to our advice, and conflict of interest with another client. We try to identify in advance and discuss with our clients any situation that may lead to our withdrawal, and if withdrawal ever becomes necessary, we immediately give the client written notice of our withdrawal.

Billing Arrangements and Terms of Payment

We will bill you on a regular basis, normally each month, for both fees and disbursements. You agree to make payment within 10 days of receiving our statement. Fees and disbursements not paid within 60 days are subject to a late charge of 1.5 percent per month (18% per annum).

We will give you prompt notice if your account becomes delinquent, and you agree to bring the account or the retainer deposit current. If the delinquency continues and you do not arrange satisfactory payment terms, we will withdraw from the representation and pursue collection of your account. You agree to pay the costs of collecting the debt, including court costs, filing fees, and a reasonable attorney's fee.

Binding Arbitration of Fee Disputes

If you disagree with the amount of our fee, please take up the question with your primary attorney contact or with the firm's executive committee. Typically, such disagreements are resolved to the satisfaction of both sides with little inconvenience or formality. Any dispute relating to payment of attorney fees which cannot be resolved in this manner shall be submitted to binding arbitration before the Committee of the State Bar of Arizona on Arbitration of Fee Disputes.

Notice Required by Law Regarding Privacy of Your Personal Information

Federal law requires financial service providers, which may include attorneys, to inform their non-business clients of their policies regarding protecting the privacy of client information. Gust Rosenfeld attorneys are bound by professional standards of confidentiality more stringent than those required by the Federal law. The Firm will protect our clients' confidential information.

Types of Nonpublic Personal Information That We Collect

We only collect nonpublic personal information about our clients that is provided to us by clients or obtained by us with their authorization.

Parties to Whom We Disclose Information

For current and former clients, we do not disclose any nonpublic personal information obtained in the course of our practice except as required by law or permitted by our clients.

Protecting the Confidentiality and Security of Current and Former Clients' Information

We retain records relating to professional services that we provide so that we are better able to assist our clients with their professional needs and, in some cases, to comply with professional guidelines. In order to guard clients' nonpublic personal information, we maintain physical and procedural safeguards that comply with professional standards for law firms.

**Town of Florence
Summary of Warrants Paid
As of August 2017**

Source	Amount
Accounts Payable-Warrant Register	1,100,800.87
ACH/Wire Transfers	
Annual Admin Fees 11/28/16 - 7/17/17	3,750.00
MerrillCFD08 trustee fee	1,000.00
child support/assignment PR levys	3,975.33
credit/debit/analysis/bank fees	4,769.67
FSA Collateral & Disbursements/Infinisource claims reim	12,673.08
health insurance payments - UHC/Medical Dental Vision	193,988.58
AFLAC	5,093.00
deferred comp payments	25,059.01
Total Transfers	250,308.67
Electronic Retirement Transfers	
ppd 1 - ASRS	45,093.68
ppd 2 - ASRS	45,871.71
ppd 3 - ASRS	45,769.84
ppd 1 - Securian (Firefighter Pension)	269.75
ppd 2 - Securian (Firefighter Pension)	310.78
ppd 3 - Securian (Firefighter Pension)	312.64
Total Retirement Transfers	137,628.40
Payroll Transfers	
ppd 1	227,333.32
ppd 2	218,056.00
ppd 3	238,321.48
Total Payroll Transfers	683,710.80
Credit Union Transfers	
ppd 1	3,346.79
ppd 2	3,346.79
Total Credit Union Transfers	6,693.58
Electronic State Tax Transfers	
ppd 1	7,975.55
ppd 2	9,074.67
ppd 3	7,819.22
Total State Tax Deposits	24,869.44
Electronic Federal Tax Transfers/FICA/FWT	
ppd 1	66,837.63
ppd 2	72,686.73
ppd 3	65,125.91
Total Federal Tax Deposits	204,650.27
Total Warrants	2,408,662.03

<u>GL Account</u>	<u>Check</u>	<u>Check</u>	<u>Merchant Name</u>	<u>Invoice</u>	<u>Invoice</u>	<u>Check</u>	
	<u>Number</u>	<u>Issue Date</u>		<u>Number</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
10160000	107307	8/10/2017	2nd Temporary	714531-OP	8/7/2017	Overpayment	\$30.00
10201500	107401	8/14/2017	WEX BANK	50761300	7/31/2017	Fuel	\$12,483.61
10202000	107250	8/3/2017	ARIZONA STATE TREASURER	17-Jul	8/1/2017	STATE JCEF	\$341.93
10202500	107250	8/3/2017	ARIZONA STATE TREASURER	17-Jul	8/1/2017	ZFAR 1	\$1,185.94
10202501	107250	8/3/2017	ARIZONA STATE TREASURER	17-Jul	8/1/2017	ZFAR 2	\$341.06
10203000	107273	8/3/2017	PINAL COUNTY TREASURER	Jul-17	8/1/2017	Additional Assessment Justice Court Fee	\$48.85
10204000	107250	8/3/2017	ARIZONA STATE TREASURER	17-Jul	8/1/2017	STATE SURCHARGES	\$6,794.17
10206000	107480	8/23/2017	2nd Temporary	TR2016000703 817	8/15/2017	Bond Refund	\$294.00
10209000	107250	8/3/2017	ARIZONA STATE TREASURER	17-Jul	8/1/2017	Victims Rights Enforcement	\$90.22
10232000	107264	8/3/2017	Florence Hospital at Anthem	PPE 721/17	7/31/2017	Levy	\$611.10
10232000	107283	8/3/2017	Village of Copper Basin Community Asso	PPE 7/21/17	7/31/2017	Levy	\$146.58
10232000	107416	8/16/2017	Florence Hospital at Anthem	PPE 804/17	8/15/2017	Levy	\$606.45
10232000	107436	8/16/2017	Village of Copper Basin Community Asso	PPE 804/17	8/15/2017	Levy	\$146.58
10232000	107521	8/28/2017	Florence Hospital at Anthem	PPE 818/17	8/24/2017	Levy	\$494.90
10232000	107538	8/28/2017	Village of Copper Basin Community Asso	PPE 0818/17	8/24/2017	Levy	\$146.58
10241000	107280	8/3/2017	UNITED WAY OF PINAL COUNTY	PPE 0721/17	7/31/2017	EMPLOYEES CONTRIBUTIONS	\$2.00
10241000	107433	8/16/2017	UNITED WAY OF PINAL COUNTY	PPE 804/17	8/15/2017	EMPLOYEES CONTRIBUTIONS	\$2.00
10241000	107537	8/28/2017	UNITED WAY OF PINAL COUNTY	PPE 0818/17	8/24/2017	EMPLOYEES CONTRIBUTIONS	\$2.00
10243000	107424	8/16/2017	NEW YORK LIFE INSURANCE	6929080 817	8/3/2017	monthly invoice	\$475.86
10250038	107250	8/3/2017	ARIZONA STATE TREASURER	17-Jul	8/1/2017	STATE FINES	\$873.56
10260000	107456	8/23/2017	2nd Temporary	CM2017000075 817	8/15/2017	Restitution Payment	\$10.00
Sub Total-							\$25,127.39
Town Council:							
10501201	107282	8/3/2017	Verizon Wireless	9789665618	7/21/2017	Council laptops	\$163.92
10501401	107269	8/3/2017	Maricopa Association of	MB-00239	7/6/2017	Annual Assessment Dues for MAG	\$1,892.00
10501402	107331	8/10/2017	JOHN ANDERSON	815-16/17	8/9/2017	Per Diem for Centennial, Colo Trip	\$82.23
10501402	107336	8/10/2017	KRISTEN LARSEN	0815-16/17	8/9/2017	Per Diem for Centennial, Colo	\$82.23
10501402	107353	8/10/2017	VALLARIE WOOLRIDGE	0815-16/17	8/9/2017	per diem for Centennial, Colo Trip	\$82.23
10501402	107444	8/17/2017	JOHN ANDERSON	81717	8/17/2017	Per Diem for League Annual Conference 2017	\$157.31
10501402	107445	8/17/2017	KAREN WALL	81717	8/17/2017	Per Diem for League Annual Conference 2017	\$118.31
10501402	107446	Multiple	KRISTEN LARSEN	81717	8/17/2017	Per Diem for League Annual Conference 2017	\$0.00
10501402	107448	8/17/2017	TARA WALTER	81717	8/17/2017	Per Diem for League Annual Conference 2017	\$118.31
10501402	107449	8/17/2017	VALLARIE WOOLRIDGE	81717	8/17/2017	per diem for League conference	\$157.31
10501402	141003813	8/14/2017	LEAGUE OF AZ CITIES AND TOWNS	073117 STMT	7/7/2017	League Annual Conference Pre-Conference registration for Lisa Garcia Karen Wall and Kristen Larsen.	\$80.00
10501403	141003813	8/14/2017	LEAGUE OF AZ CITIES AND TOWNS	073117 STMT	7/7/2017	Annual Conference pre-conference session for Tara Walter	\$40.00
Sub Total-							\$2,973.85
Adminstration:							
10502201	107282	8/3/2017	Verizon Wireless	9789665618	7/21/2017	Cell phones	\$108.94
10502209	107451	8/23/2017	ARIZONA GLOVE & SAFETY	7435379	8/9/2017	Hand cleaner for Fleet	\$9.25
10502217	107285	8/3/2017	American Legal	2017 S14	5/30/2017	Internet Renewal (Code of Ordinances)	\$756.14
10502401	141003813	8/14/2017	IIMC	073117 STMT	7/24/2017	Membership renewal for Maria Hernandez	\$125.00
10502401	141003813	8/14/2017	IIMC	073117 STMT	7/25/2017	Membership renewal for Lisa Garcia	\$225.00
10502402	107313	8/10/2017	BRENT BILLINGSLEY	815-16/17	8/9/2017	Per Diem for Centennial, Colo Trip	\$66.23
10502402	107443	8/17/2017	BRENT BILLINGSLEY	81717	8/17/2017	Per Diem for League Annual Conference 2017	\$157.31

10502402	107447	8/17/2017	LISA GARCIA	81717	8/17/2017	Per Diem for League Annual Conference 2017	\$157.31	
10502402	141003813	8/14/2017	HONG KONG RESTAURANT	073117 STMT	7/1/2017	Business Lunch; Brent Billingsley Lisa Garcia and Jess Knudson	\$31.00	
10502402	141003813	8/14/2017	LEAGUE OF AZ CITIES AND TOWNS	073117 STMT	7/7/2017	Credit for cancellation of Trish Buchanan's registration.	(\$110.00)	
10502402	141003813	8/14/2017	LEAGUE OF AZ CITIES AND TOWNS	073117 STMT	7/7/2017	League Annual Conference Pre-Conference registration for Lisa Garcia Karen Wall and Kristen Larsen.	\$40.00	
10502402	141003813	8/14/2017	RITZ CARLTON-DOVE MOUNTAIN	073117 STMT	7/21/2017	Lodging for the 2017 ACMA Summer Conference for Brent Billingsley	\$302.42	
10502403	141003813	8/14/2017	Inn at Eagle Mountain	073117 STMT	7/24/2017	Lodging for Maria Hernandez for Clerk's Annual Conference	\$256.20	
10502408	107556	8/31/2017	PINAL COUNTY RECORDER	3186-AUG 17	8/16/2017	Prepaid Pinal Co Recordation	\$200.00	
10502408	141003813	8/14/2017	Dollar General	073117 STMT	7/19/2017	Ice cream and cookies for Kids Club	\$26.52	
10502408	141003813	8/14/2017	LANE AWARD MANUFACTURING	073117 STMT	7/19/2017	Purchase of 3 Keys to the City	\$320.19	
10502420	107260	8/3/2017	DocUnited Imaging, LLC	102098	7/19/2017	Laserfiche Licenses & Support	\$15,649.26	
Sub Total-								\$18,320.77
Courts:								
10503234	107387	8/14/2017	PINAL CO SHERIFF'S OFFICE	967	8/4/2017	INMATE HOUSING	\$3,067.06	
10503301	107341	8/10/2017	OFFICE DEPOT INC	947687893	8/1/2017	Office supplies, canon ink cartridge.	\$117.83	
Sub Total-								\$3,184.89
Legal:								
10504217	107346	8/10/2017	Rounds Consulting Group	1088	8/6/2017	Economic Impact Analysis/Reasearch	\$8,000.00	
10504217	107418	8/16/2017	Gust Rosenfeld P.L.C.	326485	8/8/2017	legal services: Florence Copper	\$36,081.20	
10504217	107418	8/16/2017	Gust Rosenfeld P.L.C.	326537	8/9/2017	legal services : Environmental Appeals	\$14,121.63	
10504401	107337	8/10/2017	LEXIS NEXIS	3091066341	7/31/2017	legal research July 2017	\$205.93	
Sub Total-								\$58,408.76
Finance:								
10505201	107282	8/3/2017	Verizon Wireless	9789665618	7/21/2017	Cell phones	\$31.75	
10505204	107405	8/16/2017	Advanced Infosystems	13943	8/10/2017	data processing of utility bills	\$947.40	
10505227	107401	8/14/2017	WEX BANK	50761300	7/31/2017	Bank Fees-Credit	(\$22.81)	
10505231	141003813	8/14/2017	Pitney Bowes Inc	073117 STMT	7/14/2017	Annual Maintenance for Folding Machine and Base	\$492.96	
10505301	107429	8/16/2017	Staples Business Advantage	3348681035	8/3/2017	Office Supplies	\$42.39	
10505403	107252	8/3/2017	Az Society of Certified Accountants	CPA83117JM	8/1/2017	CPE Training Registration Fee	\$300.00	
10505403	107263	Multiple	Florence Fudge Company	FINAN80217	8/2/2017	Dept lunch Training Mission/Vison	\$0.00	
10505403	107330	8/10/2017	JOE JARVIS	80217	8/2/2017	Reim Mission/Vision Training	\$103.50	
10505403	107467	8/23/2017	FRED PRYOR SEMINARS	22259033	7/31/2017	supervisor training transition	\$199.00	
Sub Total-								\$2,094.19
Human Resources:								
10508201	107282	8/3/2017	Verizon Wireless	9789665618	7/21/2017	Cell phones	\$21.48	
10508205	107314	8/10/2017	Casa Grande Valley Newspaper Inc.	195691	7/27/2017	Classified Ad for Building Inspector	\$28.31	
10508217	107254	8/3/2017	Benefit Intelligence, Inc. (ConsultADoc)	5514	7/1/2017	Monthly service fee	\$555.00	
10508217	107289	8/3/2017	Benefit Intelligence, Inc. (ConsultADoc)	5056	6/1/2017	Monthly service fee	\$555.00	
10508217	107300	8/3/2017	INFINISOURCE, INC.	8957125	6/30/2017	Monthly administrative fee	\$292.05	
10508217	107511	8/28/2017	Az Department of Public Safety	5X22 817	8/21/2017	Fingerprint background checks	\$110.00	
10508217	107549	8/30/2017	INFINISOURCE, INC.	8942801	6/9/2017	Monthly administrative service fee	\$292.05	
10508314	107284	8/3/2017	WALMART COMMUNITY # 0005 7118	TR01051	7/24/2017	Visa gift cards for July awards	\$527.20	
10508314	141003813	8/14/2017	BAUDVILLE	073117 STMT	7/24/2017	FY 17/18 Svc Award Frames (20)	\$733.06	
10508401	107326	8/10/2017	Grand Canyon State	SBARBER8/17	8/3/2017	Scott Barber Membership	\$45.00	
Sub Total-								\$3,159.15
Community Development:								
10510201	107282	8/3/2017	Verizon Wireless	9789665618	7/21/2017	Cell phones	\$38.13	
10510207	107431	8/16/2017	Toshiba Business Solutions,USA	13861971	8/3/2017	Maintenance Agreement Copier-Development Services	\$378.82	

10510209	107259	8/3/2017	Day Auto Supply, Inc	720188	7/26/2017	Tire pressure monitor for CD-1	\$116.68
10510215	107492	8/23/2017	SOUTHWEST GAS CORPORATION	VARIOUS 817	8/8/2017	Community Development Gas	\$31.13
10510215	107501	8/24/2017	ARIZONA PUBLIC SERVICE	17-Jul	8/4/2017	ELECTRIC	\$833.69
10510217	107383	8/14/2017	Nu-Trend Architectural SVCS LLC	720171	8/7/2017	COMMUNITY DEVELOPMENT CONTRACT	\$5,060.00
10510408	141003813	8/14/2017	AMERICAN PLANNING ASSOCIATION	073117 STMT	7/26/2017	APA Nomination Application Fee	\$85.00
Sub Total-							\$6,543.45
Police Administration:							
10511201	107282	8/3/2017	Verizon Wireless	9789665618	7/21/2017	Cell phones	\$1,360.32
10511201	107316	8/10/2017	COX BUSINESS	207217901 717	7/30/2017	digital adapter-mthly fees	\$6.28
10511209	107451	8/23/2017	ARIZONA GLOVE & SAFETY	7435379	8/9/2017	Hand cleaner for Fleet	\$28.91
10511211	107286	8/3/2017	Arizona Office of Technology	IN327869	5/30/2017	copier charges	\$437.92
10511215	107312	8/10/2017	BIA	Jul-17	8/1/2017	104233-electric	\$253.43
10511215	107501	8/24/2017	ARIZONA PUBLIC SERVICE	17-Jul	8/4/2017	ELECTRIC	\$1,973.97
10511302	107279	8/3/2017	THE WATER SHED	11234	7/5/2017	Ice for PD	\$10.97
10511302	107279	8/3/2017	THE WATER SHED	11518	7/13/2017	Ice for PD	\$27.43
10511302	107305	8/3/2017	THE WATER SHED	11169	6/26/2017	Ice for PD	\$10.97
10511302	107536	8/28/2017	THE WATER SHED	11289	7/24/2017	Ice for PD	\$32.91
10511302	107536	8/28/2017	THE WATER SHED	11486	8/14/2017	Ice for PD	\$27.43
10511403	107520	8/28/2017	FBINAA ARIZONA CHAPTER	REGFEES11317	8/22/2017	Registration for: Chief, Lt, and Deanna for Nov. Training	\$297.00
10511408	107415	8/16/2017	Fire Fighter's Police Officer's	FY17176	8/1/2017	Cancer Insurance	\$100.00
10511444	107541	8/28/2017	SAFEWAY INC.	DONATION	8/22/2017	Donation for Family: \$150.00 for Groceries	\$150.00
Sub Total-							\$4,717.54
Police Support Services:							
10512207	107301	8/3/2017	LANGUAGE LINE SERVICES	4103033	6/30/2017	language line services	\$10.48
10512215	107492	8/23/2017	SOUTHWEST GAS CORPORATION	VARIOUS 817	8/8/2017	Service to Police Evidence/Data Center 200 E 6th Street	\$31.13
10512215	107501	8/24/2017	ARIZONA PUBLIC SERVICE	17-Jul	8/4/2017	ELECTRIC	\$4,504.72
10512401	107245	8/1/2017	DFAS Cleveland	AZ 2YTD46	7/31/2017	Books for Training	\$298.49
10512401	107453	8/23/2017	Az Law Enforcemetrn Records Mngt	2X502017	8/14/2017	Registration for Belinda & Deanna (2 @50.00)	\$100.00
10512403	107487	8/23/2017	RITA FRANCIS	REIM72617-TRAININ	7/26/2017	Reimbursement for items: Communications Training/Consultants	\$35.56
Sub Total-							\$4,980.38
Police Volunteer Services:							
10513209	107259	8/3/2017	Day Auto Supply, Inc	47682	7/21/2017	Window regulator for PG G-792CM (volunteer)	\$109.03
10513209	107259	8/3/2017	Day Auto Supply, Inc	720086	7/25/2017	Shop towels	\$18.40
10513209	107308	8/10/2017	APPLIED Maintenance Supplies & Solutio	96829388	7/27/2017	Electrical connectors,wd-40,retainers for Fleet	\$106.10
10513209	107413	8/16/2017	Day Auto Supply, Inc	720950	8/4/2017	Radiator,water pump & hoses for PD G-103DL (volunteer)	\$387.00
10513209	107413	8/16/2017	Day Auto Supply, Inc	720994	8/4/2017	Oil filter adapter gasket fod PD G-103DL (volunteer)	\$11.79
10513209	107413	8/16/2017	Day Auto Supply, Inc	721119	8/7/2017	Fuel injector seal for PD G-103DL (volunteer)	\$17.57
10513209	107413	8/16/2017	Day Auto Supply, Inc	721142	8/7/2017	Sand pad for PD G-103DL (volunteer)	\$3.24
10513209	107413	8/16/2017	Day Auto Supply, Inc	721175	8/7/2017	Manifold,spark plugs for PD G-103DL (volunteer)	\$718.53
10513209	107413	8/16/2017	Day Auto Supply, Inc	721178	8/7/2017	Hose clamps for PD G-103DL (volunteer)	\$2.35
10513209	107413	8/16/2017	Day Auto Supply, Inc	721181	8/7/2017	Manifold gasket set for PD G-103DL (volunteer)	\$36.18

10513209	107413	8/16/2017	Day Auto Supply, Inc	721372	8/9/2017	Temp sensor for PD G-103DL (volunteer)	\$16.38	
10513209	107413	8/16/2017	Day Auto Supply, Inc	721456	8/10/2017	Alternator for PD G-103DL (volunteer)	\$151.08	
10513209	107413	8/16/2017	Day Auto Supply, Inc	721473	8/10/2017	Plastic weld for PD G-103DL (volunteer)	\$6.40	
10513209	107413	8/16/2017	Day Auto Supply, Inc	721578	8/11/2017	Service cap for PD G-103DL (volunteer)	\$1.10	
10513209	107414	8/16/2017	Earnhardt Service #25440 or 7118	566661	8/10/2017	Blanket: for PD Volunteer	\$510.43	
10513209	107461	8/23/2017	Day Auto Supply, Inc	721853	8/15/2017	TPMS Tool for Fleet	\$96.81	
10514209	107248	8/3/2017	ARIZONA EMERGENCY PRODUCTS	INV017352	7/25/2017	High amp timer for PD G-922GL (patrol)	\$169.05	
							Sub Total-	\$2,361.44
Police Operations:								
10514209	107259	8/3/2017	Day Auto Supply, Inc	720086	7/25/2017	Shop towels	\$18.43	
10514209	107274	8/3/2017	PURCELL TIRE COMPANY	6765022	7/28/2017	Blanket PO for PD Tires	\$829.86	
10514209	107274	8/3/2017	PURCELL TIRE COMPANY	6765254	8/2/2017	Blanket PO for PD Tires	\$276.62	
10514209	107308	8/10/2017	APPLIED Maintenance Supplies & Solutio	96829388	7/27/2017	Electrical connectors, wd-40, retainers for Fleet	\$106.10	
10514209	107319	8/10/2017	Day Auto Supply, Inc	720508	7/31/2017	Batteries for PD G-869GE (patrol)	\$105.92	
10514209	107319	8/10/2017	Day Auto Supply, Inc	720514	7/31/2017	Headlight pigtail fpr PD G-895GE (patrol)	\$14.84	
10514209	107374	8/14/2017	Day Auto Supply, Inc	720859	8/3/2017	Batteries for PD G-311HB (patrol)	\$307.21	
10514209	107374	8/14/2017	Day Auto Supply, Inc	720901	8/3/2017	CREDIT	(\$39.13)	
10514209	107374	8/14/2017	Day Auto Supply, Inc	721161	8/7/2017	Oil & filters for PD 987GB (patrol)	\$49.15	
10514209	107374	8/14/2017	Day Auto Supply, Inc	721264	8/8/2017	Heater hose for PD G-414FF (patrol)	\$73.91	
10514209	107374	8/14/2017	Day Auto Supply, Inc	721280	8/8/2017	Heater hose tool for PD G-414FF (patrol)	\$6.51	
10514209	107374	8/14/2017	Day Auto Supply, Inc	721355	8/9/2017	Coolant for PD G-414FF (patrol)	\$19.56	
10514209	107403	8/16/2017	A Secure Towing LLC	16278	7/11/2017	PD Vehicle Towed for Repair	\$110.00	
10514209	107413	8/16/2017	Day Auto Supply, Inc	721398	8/9/2017	Blower motor for PD G-009FM (patrol)	\$49.45	
10514209	107413	8/16/2017	Day Auto Supply, Inc	721400	8/9/2017	A/C core for PD G-418FF (patrol)	\$3.65	
10514209	107413	8/16/2017	Day Auto Supply, Inc	721414	8/9/2017	Window regulator for PD G-044FM (patrol)	\$121.04	
10514209	107417	8/16/2017	GARRETT MOTORS	5013295	8/11/2017	Inside door panel for PD G-311HB (patrol)	\$384.72	
10514209	107422	8/16/2017	JONES AUTO CENTER	30696	7/10/2017	ABS Brake repair for PD G-920DL	\$2,352.69	
10514209	107422	8/16/2017	JONES AUTO CENTER	FLOR42	8/1/2017	Credit	(\$57.80)	
10514209	107461	8/23/2017	Day Auto Supply, Inc	721796	8/15/2017	Oil & filter for PD G-476EN (patrol)	\$38.58	
10514209	107461	8/23/2017	Day Auto Supply, Inc	721853	8/15/2017	TPMS Tool for Fleet	\$96.81	
10514209	107461	8/23/2017	Day Auto Supply, Inc	721897	8/16/2017	Oil & filter for PD G-871GE (patrol)	\$48.48	
10514209	107519	8/28/2017	Dennis Watkins dba Autosonics	6948	8/13/2017	Bodywork due to accedent for PD G-871GE (patrol)	\$1,302.80	
10514209	107530	8/28/2017	PURCELL TIRE COMPANY	6765586	8/16/2017	Blanket PO for PD Tires	\$553.24	
10514209	107530	8/28/2017	PURCELL TIRE COMPANY	6765677	8/21/2017	CREDIT	(\$553.24)	
10514209	107530	8/28/2017	PURCELL TIRE COMPANY	6765678	8/21/2017	Blanket PO for PD Tires	\$594.28	
10514302	107251	8/3/2017	AZ LAW ENFORCEMENT RADAR	17-1111	7/6/2017	Repair on radar units	\$106.73	
10514302	107258	8/3/2017	DANIEL HUGHES	REIM-OPS	7/14/2017	Reimbursement for Ops supplies	\$25.50	
10514304	107552	8/30/2017	UNIVERSAL POLICE SUPPLY INC	210130	6/21/2017	Portion of Officer's Outer Vest	\$130.00	
10514307	107502	8/24/2017	Ironwood Animal Hospital	110414	8/10/2017	Exams/Meds for K-9 Russ: FY 16/17	\$291.50	
10514309	107348	8/10/2017	SAN DIEGO POLICE EQUIP. CO.	628638	7/27/2017	Ammo: CS/1000 180 gr TMJ/CS500/Federal.223 55 GR	\$3,250.26	
10514314	107281	8/3/2017	UNIVERSAL POLICE SUPPLY INC	210742	7/8/2017	Shoulder patches: New hire	\$97.18	
10514314	107434	8/16/2017	UNIVERSAL POLICE SUPPLY INC	210920	7/12/2017	Uniforms New Hire: Kennard	\$103.72	
10514401	107275	8/3/2017	ROCKY MOUNTAIN INFO NETWORK	21231	7/14/2017	MEMBERSHIP	\$100.00	
10514403	107472	8/23/2017	JERRY LOCKE	801 815-16/17	8/14/2017	Per Diem: Training Tucson (2 days)	\$30.00	
10514403	107472	8/23/2017	JERRY LOCKE	801 815-16/17	8/14/2017	Per Diem: Training: Chandler (2 days)	\$30.00	
10514403	107503	8/24/2017	PHILLIP J. RICCOMINI	828-102617	8/16/2017	Per Diems for 12 lunches & 12 dinners: ALP Training Phoenix 2017	\$492.00	

10514403	107503	8/24/2017	PHILLIP J. RICCOMINI	REIMLAB81117	8/11/2017	Reimbursement for Training Portal Access	\$52.00	
10514408	107415	8/16/2017	Fire Fighter's Police Officer's	FY17176	8/1/2017	Cancer Insurance	\$1,250.00	
							Sub Total-	\$12,772.57
Fire Administration:								
10515201	107282	8/3/2017	Verizon Wireless	9789665618	7/21/2017	Cell phones	\$590.44	
10515207	107367	8/14/2017	CallBack Staffing Solutions LLC	6090	8/1/2017	annual charges for staffing software	\$1,456.56	
10515209	107259	8/3/2017	Day Auto Supply, Inc	720086	7/25/2017	Shop towels	\$18.43	
10515209	107308	8/10/2017	APPLIED Maintenance Supplies & Solutio	96829388	7/27/2017	Electrical connectors ,wd-40,retainers for Fleet	\$106.10	
10515209	107461	8/23/2017	Day Auto Supply, Inc	721853	8/15/2017	TPMS Tool for Fleet	\$96.81	
10515215	107312	8/10/2017	BIA	Jul-17	8/1/2017	104233-electric	\$253.42	
10515215	107501	8/24/2017	ARIZONA PUBLIC SERVICE	17-Jul	8/4/2017	ELECTRIC	\$1,866.39	
10515217	107383	8/14/2017	Nu-Trend Architectural SVCS LLC	720171	8/7/2017	COMMUNITY DEVELOPMENT CONTRACT	\$5,060.00	
10515301	107385	8/14/2017	PETTY CASH - FIRE DEPT	923-933	8/10/2017	Walmart-folders for vials of life program	\$16.11	
10515407	107385	8/14/2017	PETTY CASH - FIRE DEPT	923-933	8/10/2017	dollar general purchase - for electric light parade candy	\$23.97	
10515408	107415	8/16/2017	Fire Fighter's Police Officer's	FY17176	8/1/2017	Cancer Insurance	\$100.00	
							Sub Total-	\$9,588.23
Fire Station #1								
10516209	107360	8/11/2017	Superstition Fire & Medical District	4128	6/14/2017	shop 138 codes and travel time, delivered to ww williams	\$727.00	
10516209	107374	8/14/2017	Day Auto Supply, Inc	720656	8/1/2017	bracket	\$6.84	
10516209	107394	8/14/2017	Superstition Fire & Medical District	4175	7/20/2017	shop 138 blower motor,filter, 2 tires, oil, DEF, oil sample kit and test.	\$2,920.16	
10516209	107394	8/14/2017	Superstition Fire & Medical District	4176	7/20/2017	shop 131 drain plug and adapter, towing, sensor, diesel	\$1,028.15	
10516302	107376	8/14/2017	FLORENCE TRUE VALUE HARDWARE	230976	7/28/2017	blue and red electrical tape	\$8.41	
10516302	107385	8/14/2017	PETTY CASH - FIRE DEPT	923-933	8/10/2017	dollar general - bags for vials of life program	\$8.70	
10516302	107385	8/14/2017	PETTY CASH - FIRE DEPT	923-933	8/10/2017	dollar general purchase - aspirin	\$8.70	
10516302	107385	8/14/2017	PETTY CASH - FIRE DEPT	923-933	8/10/2017	dollar general purchase - mouse traps	\$5.38	
10516302	107385	8/14/2017	PETTY CASH - FIRE DEPT	923-933	8/10/2017	florence true value - tags	\$10.65	
10516302	107385	8/14/2017	PETTY CASH - FIRE DEPT	923-933	8/10/2017	home depot- carpet metal	\$7.54	
10516302	107385	8/14/2017	PETTY CASH - FIRE DEPT	923-933	8/10/2017	home depot-mounting tape	\$21.58	
10516302	107385	8/14/2017	PETTY CASH - FIRE DEPT	923-933	8/10/2017	sam's club purchase - jet dry	\$10.76	
10516302	107385	8/14/2017	PETTY CASH - FIRE DEPT	923-933	8/10/2017	target-grill brush	\$6.15	
10516302	107390	8/14/2017	ROADRUNNER OXYGEN SVC	65284	7/27/2017	Cylinder refill	\$10.59	
10516304	107361	8/11/2017	UNITED FIRE EQUIPMENT CO.	663581	5/4/2017	annual uniform allowance Eggers	\$168.52	
10516304	107361	8/11/2017	UNITED FIRE EQUIPMENT CO.	664059	5/19/2017	annual uniform allowance Gribble	\$1.13	
10516304	107384	8/14/2017	PETER MONTGOMERY	UNIPTS817	7/16/2017	PT shoe reimbursement for Montgomery 17-18	\$82.87	
10516304	107432	8/16/2017	UNITED FIRE EQUIPMENT CO.	668505	8/4/2017	uniform allowance for Kemp FY 17-18	\$124.26	
10516311	107385	8/14/2017	PETTY CASH - FIRE DEPT	923-933	8/10/2017	harbor freight - bolt cutter	\$22.68	
10516321	107338	8/10/2017	Life Assist	808144	7/18/2017	EMS Consumables Supplies	\$2,000.00	
10516401	107328	8/10/2017	INT'L ASSOC. ARSON INVESTIGATO	1315983	8/2/2017	Membership Dues for Moser and Bruin	\$135.00	
10516408	107415	8/16/2017	Fire Fighter's Police Officer's	FY17176	8/1/2017	Cancer Insurance	\$650.00	
							Sub Total-	\$7,965.07
Fire Station #2								
10517201	107257	8/3/2017	CENTURYLINK	FIRE7347	7/19/2017	Hunt HwyFire-7347	\$215.35	
10517201	107316	8/10/2017	COX BUSINESS	221288801 817	8/3/2017	phone lines for station #2	\$109.23	
10517203	107431	8/16/2017	Toshiba Business Solutions,USA	13842597	7/28/2017	Maintenance Agreement Copier Station #2	\$196.18	
10517209	107394	8/14/2017	Superstition Fire & Medical District	4171	7/18/2017	shop 139 maintenance, hose, coolant, travel time	\$904.51	

10517209	107394	8/14/2017	Superstition Fire & Medical District	7177	7/20/2017	DEF Diesel Exhaust Fluid	\$19.71
10517212	107421	8/16/2017	Johnson Utilities	13808101 817	8/5/2017	water at station #2 landscaping	\$47.30
10517212	107421	8/16/2017	Johnson Utilities	13808201 817	8/5/2017	water at station #2	\$485.26
10517215	107349	8/10/2017	SOUTHWEST GAS CORPORATION	HUNTHWY717	8/1/2017	Hunt Hwy-Gas	\$99.31
10517215	107492	8/23/2017	SOUTHWEST GAS CORPORATION	VARIOUS 817	8/8/2017	Hunt Hwy-Gas	\$86.82
10517215	107501	8/24/2017	ARIZONA PUBLIC SERVICE	17-Jul	8/4/2017	ELECTRIC	\$2,079.88
10517304	107361	8/11/2017	UNITED FIRE EQUIPMENT CO.	28463	4/5/2017	Uniform allowance for Kells Returning Pants	(\$60.54)
10517312	107351	8/10/2017	UNITED FIRE EQUIPMENT CO.	667321	7/17/2017	PPE Turn outs, Boots, Helmets to replace equipment found to be no longer viable in a live burn situation.	\$318.14
10517315	107354	8/10/2017	WAXIE SANITARY SUPPLY	76826032	7/18/2017	Janitorial Supplies	\$562.55
10517315	107354	8/10/2017	WAXIE SANITARY SUPPLY	76835385	7/21/2017	Janitorial Supplies	\$71.53
10517321	107338	8/10/2017	Life Assist	808144	7/18/2017	EMS Consumables Supplies	\$1,263.02
10517321	107338	8/10/2017	Life Assist	808278	7/19/2017	EMS Consumables Supplies	\$110.91
10517408	107415	8/16/2017	Fire Fighter's Police Officer's	FY17176	8/1/2017	Cancer Insurance	\$550.00
Sub Total-							\$7,059.16
Information Technology:							
10519201	107282	8/3/2017	Verizon Wireless	9789665618	7/21/2017	Cell phones	\$377.66
10519201	141003813	8/14/2017	AMAZON.COM	073117 STMT	7/25/2017	Conference Phone Battery	\$17.94
10519207	141003813	8/14/2017	ADOBE SYSTEMS INCORPORATED	073117 STMT	7/29/2017	Adobe Creative Cloud	\$54.34
10519207	141003813	8/14/2017	RAMNODE.COM	073117 STMT	7/22/2017	Town Website Hosting	\$83.00
10519211	141003813	8/14/2017	AMAZON.COM	073117 STMT	7/21/2017	Wireless 4G AirCard for WW Laptop	\$154.44
10519222	107316	8/10/2017	COX BUSINESS	607998101 717	7/25/2017	Cable and digtial box monthly fees	\$33.54
10519323	107554	8/30/2017	ZONES, INC	K07076150101	6/20/2017	CONTEX IQ 4490 SCANNER PROMO BUNDLE	\$7,967.71
10519323	107554	8/30/2017	ZONES, INC	K07104560101	6/20/2017	Backup 12.5 Advanced Server Including AAP	\$1,391.36
10519323	107554	8/30/2017	ZONES, INC	K07104560101	6/20/2017	Backup 12.5 Advanced Virtual Host Including AAP	\$6,195.90
10519323	141003813	8/14/2017	Lepide Software	073117 STMT	7/19/2017	Kernel OST Email Recovery Software	\$199.00
10519323	141003813	8/14/2017	Microsoft Corporation	073117 STMT	7/1/2017	Office 365 Monthly Fee	\$674.48
10519323	141003813	8/14/2017	SendGrid	073117 STMT	7/2/2017	Town Marketing and Newsletter Email Solution	\$1.43
10519403	107495	8/23/2017	StormWind	17393	8/21/2017	Microsot All Access Bundle - 12 Months	\$990.00
Sub Total-							\$18,140.80
Fitness Center:							
10520211	107290	8/3/2017	BENSON SYSTEMS	180211	5/17/2017	Alarm System Monitoring	\$49.95
10520211	107290	8/3/2017	BENSON SYSTEMS	181752	6/16/2017	Alarm System Monitoring	\$49.95
10520215	107492	8/23/2017	SOUTHWEST GAS CORPORATION	VARIOUS 817	8/8/2017	GAS-133 N Main St	\$31.13
10520215	107501	8/24/2017	ARIZONA PUBLIC SERVICE	17-Jul	8/4/2017	ELECTRIC	\$970.77
10520302	107279	8/3/2017	THE WATER SHED	11389	7/31/2017	Drinking water for Fitness Center Staff	\$15.91
10520302	107540	8/28/2017	WAXIE SANITARY SUPPLY	76882127	8/11/2017	Janitorial Supplies for Fitness Center	\$315.07
Sub Total-							\$1,432.78
Parks & Recreation Admin:							
10521203	107431	8/16/2017	Toshiba Business Solutions,USA	13849337	8/1/2017	Maintenance Agreement, BW and Color copies for Copier at Community Services	\$454.70
10521209	107451	8/23/2017	ARIZONA GLOVE & SAFETY	7435379	8/9/2017	Hand cleaner for Fleet	\$11.56
10521301	107272	8/3/2017	OFFICE DEPOT INC	941775873	7/11/2017	Replacement Ink Cartridges for Plotter	\$439.78
10521301	107272	8/3/2017	OFFICE DEPOT INC	944444265	7/19/2017	Matte Black TOner for Plotter at Fitness Center	\$87.96
10521301	107272	8/3/2017	OFFICE DEPOT INC	945119791	7/21/2017	11x17 LEDGER PAPER	\$44.07
10521301	107529	8/28/2017	OFFICE DEPOT INC	952409616	8/11/2017	Toner Cartridges for Park Maintenance printer.	\$110.26
10521301	107529	8/28/2017	OFFICE DEPOT INC	952974878	8/14/2017	Office Supplies for Parks and Recreation	\$8.63

10521401	107515	8/28/2017	Casa Grande Valley Newspaper Inc.	904/17 1358	9/4/2017	Eight issues of Pinal Ways Magazine	\$12.00	
10521402	107256	8/3/2017	BRYAN HUGHES	808-810/17	7/11/2017	Per Diem for APRA Conference	\$82.00	
10521402	141003813	8/14/2017	ARIZONA PARKS AND	073117 STMT	7/3/2017	APRA Annual Conference - Hughes	\$455.00	
							Sub Total-	\$1,705.96
Parks Maintenance:								
10522201	107282	8/3/2017	Verizon Wireless	9789665618	7/21/2017	Cell phones	\$170.00	
10522207	107408	8/16/2017	Arizona's Best Choice Pest & Termite Svc	546543	7/10/2017	Heritage Park Gopher Control Service	\$185.00	
10522207	107408	8/16/2017	Arizona's Best Choice Pest & Termite Svc	550409	8/8/2017	Heritage Park Gopher Control Service	\$185.00	
10522207	107509	8/28/2017	Arizona's Best Choice Pest & Termite Svc	547443	7/24/2017	Heritage Park Gopher Control Service	\$185.00	
10522209	107374	8/14/2017	Day Auto Supply, Inc	721290	8/8/2017	Tail light & mirror PR-7	\$187.56	
10522209	107413	8/16/2017	Day Auto Supply, Inc	721574	8/11/2017	Oil & filter for PR-9	\$55.40	
10522215	107501	8/24/2017	ARIZONA PUBLIC SERVICE	17-Jul	8/4/2017	ELECTRIC	\$1,899.49	
10522302	107265	8/3/2017	FLORENCE TRUE VALUE HARDWARE	230523	7/3/2017	Supplies for Park Maintenance repairs	\$4.21	
10522302	107265	8/3/2017	FLORENCE TRUE VALUE HARDWARE	230583	7/10/2017	Supplies for Park Maintenance repairs	\$37.22	
10522302	107265	8/3/2017	FLORENCE TRUE VALUE HARDWARE	230584	7/10/2017	Credit for L&G Tube	(\$10.52)	
10522302	107265	8/3/2017	FLORENCE TRUE VALUE HARDWARE	230589	7/10/2017	Supplies for Park Maintenance repairs	\$18.74	
10522302	107265	8/3/2017	FLORENCE TRUE VALUE HARDWARE	230590	7/10/2017	Supplies for Park Maintenance repairs	\$4.37	
10522302	107265	8/3/2017	FLORENCE TRUE VALUE HARDWARE	230595	7/10/2017	Supplies for Park Maintenance repairs	\$4.29	
10522302	107265	8/3/2017	FLORENCE TRUE VALUE HARDWARE	230619	7/11/2017	Supplies for Park Maintenance repairs	\$43.90	
10522302	107265	8/3/2017	FLORENCE TRUE VALUE HARDWARE	230624	7/11/2017	Supplies for Park Maintenance repairs	\$17.57	
10522302	107265	8/3/2017	FLORENCE TRUE VALUE HARDWARE	230657	7/13/2017	Supplies for Park Maintenance repairs	\$37.84	
10522302	107265	8/3/2017	FLORENCE TRUE VALUE HARDWARE	230763	7/19/2017	Supplies for Park Maintenance repairs	\$45.60	
10522302	107265	8/3/2017	FLORENCE TRUE VALUE HARDWARE	230793	7/20/2017	Supplies for Park Maintenance repairs	\$5.29	
10522302	107265	8/3/2017	FLORENCE TRUE VALUE HARDWARE	230845	7/21/2017	Supplies for Park Maintenance repairs	\$11.59	
10522302	107265	8/3/2017	FLORENCE TRUE VALUE HARDWARE	230890	7/25/2017	Supplies for Park Maintenance repairs	\$80.48	
10522302	107265	8/3/2017	FLORENCE TRUE VALUE HARDWARE	230907	7/25/2017	Supplies for Park Maintenance repairs	\$5.70	
10522302	107265	8/3/2017	FLORENCE TRUE VALUE HARDWARE	230924	7/26/2017	Supplies for Park Maintenance repairs	\$49.72	
10522302	107265	8/3/2017	FLORENCE TRUE VALUE HARDWARE	230944	7/27/2017	Supplies for Park Maintenance repairs	\$10.49	
10522302	107265	8/3/2017	FLORENCE TRUE VALUE HARDWARE	230967	7/27/2017	Supplies for Park Maintenance repairs	\$13.02	
10522302	107279	8/3/2017	THE WATER SHED	11294	7/19/2017	Drinking water for Park Maintenance Staff	\$19.75	
10522302	107279	8/3/2017	THE WATER SHED	11384	7/4/2017	Drinking water for Park Maintenance Staff	\$13.16	
10522302	107413	8/16/2017	Day Auto Supply, Inc	721111	8/7/2017	Supplies for Park Maintenance Tractors	\$108.45	
10522302	107413	8/16/2017	Day Auto Supply, Inc	721139	8/7/2017	Supplies for Park Maintenance Tractors	\$11.70	
10522302	107413	8/16/2017	Day Auto Supply, Inc	721140	8/7/2017	Supplies for Park Maintenance Tractors	\$3.68	
10522302	107517	8/28/2017	Day Auto Supply, Inc	721485	8/10/2017	Supplies for Park Maintenance Tractors	\$19.33	
10522302	107536	8/28/2017	THE WATER SHED	11488	8/14/2017	Drinking water for Park Maintenance Staff	\$43.33	
10522302	107540	8/28/2017	WAXIE SANITARY SUPPLY	76895747	8/18/2017	Sanitary Supplies for Park Maintenance	\$170.87	
10522311	107266	8/3/2017	HOME DEPOT CREDIT SERVICES	7022172	7/25/2017	Shovels, rakes and fencing supplies	\$240.75	
10522315	107514	8/28/2017	Brady Industries, LLC	5521964	8/21/2017	Black Trash Liners for Park Maintenance	\$536.92	
10522315	107540	8/28/2017	WAXIE SANITARY SUPPLY	76894410	8/18/2017	Sanitary Supplies for Park Maintenance	\$38.74	
10522317	107249	8/3/2017	ARIZONA STATE PRISON-FLORENCE	04117B20170720	7/24/2017	INMATE LABOR/WORK PROGRAM	\$76.00	
10522317	107407	8/16/2017	ARIZONA STATE PRISON-FLORENCE	A04118B20170803	8/8/2017	INMATE LABOR/WORK PROGRAM	\$64.00	
10522317	107410	8/16/2017	CEMEX	9436080323	8/2/2017	AB Gravel	\$385.94	
10522317	107542	8/30/2017	ARIZONA STATE PRISON-FLORENCE	A04117A20170511	5/19/2017	INMATE LABOR/WORK PROGRAM	\$68.00	
10522317	107543	8/30/2017	ARROYO FENCE CO.	1723	5/24/2017	cage for main st park	\$169.05	
							Sub Total-	\$5,216.63
Community Center Facility:								
10523201	107316	8/10/2017	COX BUSINESS	228541501 717	7/29/2017	Cable Svc for Library/Community Center	\$128.75	
10523208	107535	8/28/2017	TAKEFORM	62988	8/16/2017	Updated Signage for Library and Community Center	\$529.01	
10523208	141003813	8/14/2017	TAKEFORM	073117 STMT	7/14/2017	Updated Signage for Library and Community Center (deposit)	\$352.67	
10523215	107501	8/24/2017	ARIZONA PUBLIC SERVICE	17-Jul	8/4/2017	ELECTRIC	\$6,655.02	

10523302	107279	8/3/2017	THE WATER SHED	11297	7/14/2017	Drinking water for Community Center Staff	\$13.16	
10523302	107279	8/3/2017	THE WATER SHED	11386	7/31/2017	Drinking water for Community Center Staff	\$19.75	
10523302	107536	8/28/2017	THE WATER SHED	11677	8/17/2017	Drinking water for Community Center Staff	\$19.75	
10523401	141003813	8/14/2017	MOOD MEDIA CORPORATE	073117 STMT	7/11/2017	Pandora Music Subscription - Library and Community Center	\$29.30	
Sub Total-								\$7,747.41
Aquatics Programs:								
10524201	107282	8/3/2017	Verizon Wireless	9789665618	7/21/2017	Cell phones	\$17.94	
10524215	107492	8/23/2017	SOUTHWEST GAS CORPORATION	VARIOUS 817	8/8/2017	174 W 1st-Aquatics	\$49.25	
10524215	107501	8/24/2017	ARIZONA PUBLIC SERVICE	17-Jul	8/4/2017	ELECTRIC	\$4,466.90	
10524224	107322	8/10/2017	DENISE GORDEN	17-Jul	8/1/2017	Instructor Fees for July Zumba and Aerobics	\$300.00	
10524302	107279	8/3/2017	THE WATER SHED	11298	7/19/2017	Drinking water for Aquatic Center Staff	\$19.75	
10524302	107305	8/3/2017	THE WATER SHED	11194	6/29/2017	Drinking water for Aquatic Center Staff	\$19.75	
10524302	107437	8/16/2017	WALMART COMMUNITY # 0005 7118	TR08256	8/7/2017	Cleaning Supplies for AC	\$50.53	
10524302	107536	8/28/2017	THE WATER SHED	11460	8/3/2017	Drinking water for Aquatic Center Staff	\$26.32	
10524302	107536	8/28/2017	THE WATER SHED	11676	8/18/2017	Drinking water for Aquatic Center Staff	\$32.91	
10524302	141003813	8/14/2017	RIBBONS GALORE INC	073117 STMT	7/12/2017	Ribbons for Swim Meets	\$369.05	
10524304	107295	8/3/2017	EAST VALLEY SPORTS	TB1517	6/15/2017	LG Hats	\$821.61	
10524310	107439	8/16/2017	HILL BROTHERS CHEMICAL CO,	50906851	6/30/2017	Chemicals for Pool	\$1,672.85	
10524401	141003813	8/14/2017	MOOD MEDIA CORPORATE	073117 STMT	7/11/2017	Pandora Music Subscription - Aquatic Center	\$29.30	
Sub Total-								\$7,876.16
Recreation Programs:								
10525201	107282	8/3/2017	Verizon Wireless	9789665618	7/21/2017	Cell phones	\$71.80	
10525217	107526	8/28/2017	KIM A. HUNTER	Aug-17	8/24/2017	Teen Leadership Program Advisor	\$2,000.00	
10525224	107452	8/23/2017	Arizona Humanities	DEC062017	8/17/2017	Guest Speaker Fee-Lecture 1052-2018	\$100.00	
10525224	107452	8/23/2017	Arizona Humanities	FEB072018	8/16/2017	Guest Speaker Fee-Lecture 1062-2018	\$100.00	
10525224	107452	8/23/2017	Arizona Humanities	JAN032018	8/17/2017	Guest Speaker Fee-Lecture 1053-2018	\$100.00	
10525224	107452	8/23/2017	Arizona Humanities	MAR072018	8/17/2017	Guest Speaker Fee-Lecture 1054-2018	\$100.00	
10525224	107452	8/23/2017	Arizona Humanities	NOV082017	8/17/2017	Guest Speaker Fee-Lecture 1051-2018	\$100.00	
10525224	107518	8/28/2017	DENISE GORDEN	CONTRACT817	8/25/2017	August Aqua Aerobics & Aqua Zumba Instruction	\$300.00	
10525302	107430	8/16/2017	SURF & SKI ENTERPRISES	150600	8/11/2017	Florence Teen Council Shirts for AZ League of Cities	\$187.55	
10525302	107437	8/16/2017	WALMART COMMUNITY # 0005 7118	TR05414	8/7/2017	Supplies for the Before and After the Bell Program	\$215.71	
10525302	107539	8/28/2017	WALMART COMMUNITY # 0005 7118	TR05424	8/18/2017	Supplies for the Before and After the Bell Program	\$16.52	
10525402	107246	8/3/2017	Alison, Feliz	0808-10/17	7/11/2017	Per Diem and Parking Fees for APRA Conference	\$82.00	
10525402	107262	8/3/2017	ERASMO MENDIVIL JR.	80817-10/17	7/11/2017	Mileage reimbursement for APRA Conference	\$52.00	
10525402	107262	8/3/2017	ERASMO MENDIVIL JR.	80817-10/17	7/11/2017	Per Diem and Parking Fees for APRA Conference	\$82.00	
10525402	107267	8/3/2017	JOHN NIXON	089-10/17	7/3/2017	Mileage reimbursement for APRA Conference	\$62.60	
10525402	107267	8/3/2017	JOHN NIXON	089-10/17	7/3/2017	Parking Fees for APRA Conference	\$33.00	
10525402	107270	8/3/2017	MEGAN CETTA	AUG 08-10/17	7/11/2017	Per Diem for APRA Conference	\$52.00	
10525402	107525	8/28/2017	JOHN NIXON	APRA1NITEREF	8/22/2017	APRA Conference & Expo - Lodging 1-night (JNixon) Reimbursement	\$100.19	
10525402	141003813	8/14/2017	ARIZONA PARKS AND	073117 STMT	7/3/2017	APRA Annual Conference - Cetta	\$455.00	
10525402	141003813	8/14/2017	ARIZONA PARKS AND	073117 STMT	7/5/2017	APRA Annual Conference - Mendivil	\$455.00	

10525402	141003813	8/14/2017	ARIZONA PARKS AND	073117 STMT	7/5/2017	APRA Annual Conference - Nixon	\$455.00		
							Sub Total-	\$5,120.37	
Special Events:									
10526201	107282	8/3/2017	Verizon Wireless	9789665618	7/21/2017	Cell phones	\$27.18		
10526217	107329	8/10/2017	JASON REYNOLDS	Jul-17	8/1/2017	Graphic Design for event Flyers	\$250.00		
10526222	107409	8/16/2017	Celestial Nights Family Entertainment	559	8/10/2017	Movie Screen Rental for Movie in the Park 10/14/17	\$1,039.10		
10526302	141003813	8/14/2017	BROWN PAPER TICKETS	073117 STMT	7/19/2017	Tickets for Historic Home Tour	\$55.95		
10526302	141003813	8/14/2017	Dollar General	073117 STMT	7/4/2017	Table Clothes for 4th of July	\$10.87		
10526401	141003813	8/14/2017	National Recreation & Park Asocation	073117 STMT	7/13/2017	Membership - AFeliz	\$99.00		
10526402	141003813	8/14/2017	ARIZONA PARKS AND	073117 STMT	7/5/2017	APRA Annual Conference - Feliz	\$455.00		
10526407	141003813	8/14/2017	Facebook	073117 STMT	7/1/2017	Social Media Boost - 4th of July Freedom Fest FY17	\$66.51		
							Sub Total-	\$2,003.61	
Senior Center:									
10528201	107459	8/23/2017	COX BUSINESS	235531701 817	8/11/2017	digital adapter-mthly fees	\$19.91		
10528209	107282	8/3/2017	Verizon Wireless	9789665618	7/21/2017	Cell phones	\$18.67		
10528209	107319	8/10/2017	Day Auto Supply, Inc	720207	7/26/2017	Radiator,hoses,water pump for SC-4	\$298.72		
10528209	107319	8/10/2017	Day Auto Supply, Inc	720376	7/28/2017	Super weatherstrip for SC-4	\$8.47		
10528209	107319	8/10/2017	Day Auto Supply, Inc	720406	7/28/2017	Radiator fan assy, for SC-4	\$154.57		
10528209	107532	8/28/2017	Robert Horne Ford	328434	8/19/2017	A/C repair for SC-16	\$454.13		
10528215	107492	8/23/2017	SOUTHWEST GAS CORPORATION	VARIOUS 817	8/8/2017	SR CTR NATURAL GAS	\$49.25		
10528215	107501	8/24/2017	ARIZONA PUBLIC SERVICE	17-Jul	8/4/2017	ELECTRIC	\$1,779.78		
10528302	107533	8/28/2017	SAFeway INC.	803667	7/11/2017	misc supplies for meals	\$23.63		
10528302	107536	8/28/2017	THE WATER SHED	11035	7/3/2017	Ice for year	\$18.10		
10528302	107536	8/28/2017	THE WATER SHED	11290	7/24/2017	Ice for year	\$18.10		
10528302	107536	8/28/2017	THE WATER SHED	11385	7/31/2017	Ice for year	\$11.52		
10528302	107536	8/28/2017	THE WATER SHED	11432	8/7/2017	Ice for year	\$11.52		
10528302	107536	8/28/2017	THE WATER SHED	11487	8/14/2017	Ice for year	\$11.52		
10528302	107536	8/28/2017	THE WATER SHED	11521	7/10/2017	Ice for year	\$7.40		
10528302	107539	8/28/2017	WALMART COMMUNITY # 0005 7118	TR02512	7/18/2017	misc supplies for meals	\$92.96		
10528302	107539	8/28/2017	WALMART COMMUNITY # 0005 7118	TR04513	8/2/2017	misc supplies for meals	\$180.56		
10528302	141003813	8/14/2017	AMAZON.COM	073117 STMT	7/1/2017	Credit Voucher Amazon 3yr Asurion	(\$31.61)		
10528402	141003813	8/14/2017	PRESCOTT RESORT & CONF CTR	073117 STMT	7/19/2017	Hotel room for Tonya and Laura for ASCA conference	\$208.04		
10528444	141003813	8/14/2017	A & M PIZZA	073117 STMT	7/21/2017	Senior Meal	\$110.60		
							Sub Total-	\$3,445.84	
Library:									
10529207	107294	8/3/2017	CountWise The People Counting Solution	2017-427	6/1/2017	CountWise Reporting from June'16 until June'17	\$300.00		
10529301	141003813	8/14/2017	AMAZON.COM	073117 STMT	7/1/2017	Misc Office Supplies	\$257.99		
10529301	141003813	8/14/2017	AMAZON.COM	073117 STMT	7/1/2017	Office Supplies	\$375.52		
10529302	141003813	8/14/2017	AMAZON.COM	073117 STMT	7/26/2017	Operating Expenses - Popcorn Portion Packs	\$34.93		
10529302	141003813	8/14/2017	AMAZON.COM	073117 STMT	7/26/2017	Operating Expenses - Replacement Straight Blades	\$32.83		
10529308	107253	8/3/2017	BAKER & TAYLOR BOOKS	4011969696	7/25/2017	Books	\$53.88		
10529308	107253	8/3/2017	BAKER & TAYLOR BOOKS	4011969697	7/25/2017	Books/NF	\$29.00		
10529308	107253	8/3/2017	BAKER & TAYLOR BOOKS	4011969698	7/25/2017	Non Fiction/DVD	\$21.83		
10529308	107253	8/3/2017	BAKER & TAYLOR BOOKS	T61616280	7/25/2017	Books/NF	\$11.24		
10529308	107253	8/3/2017	BAKER & TAYLOR BOOKS	T61616281	7/25/2017	Non Fiction/DVD	\$101.25		
10529308	107366	8/14/2017	BAKER & TAYLOR BOOKS	4011974747	7/27/2017	Books	\$21.99		
10529308	107366	8/14/2017	BAKER & TAYLOR BOOKS	4011974748	7/31/2017	Non Fiction/DVD	\$26.68		
10529308	107366	8/14/2017	BAKER & TAYLOR BOOKS	4011974749	7/31/2017	Fiction Books/Audio	\$436.54		
10529308	107366	8/14/2017	BAKER & TAYLOR BOOKS	4011979108	8/7/2017	Non Fiction/DVD	\$23.84		
10529308	107366	8/14/2017	BAKER & TAYLOR BOOKS	4011979109	8/7/2017	Fiction Books/Audio	\$148.36		

10529308	107366	8/14/2017	BAKER & TAYLOR BOOKS	4011979110	8/7/2017	Children's/Juv/YA Books	\$953.37
10529308	107366	8/14/2017	BAKER & TAYLOR BOOKS	T61905360	8/1/2017	Books/NF	\$14.99
10529308	107366	8/14/2017	BAKER & TAYLOR BOOKS	T61905361	8/1/2017	Non Fiction/DVD	\$47.22
10529308	107454	8/23/2017	BAKER & TAYLOR BOOKS	4011978083	8/16/2017	Children's/Juv/YA Books	\$151.01
10529308	107454	8/23/2017	BAKER & TAYLOR BOOKS	4011987080	8/16/2017	Books	\$51.49
10529308	107454	8/23/2017	BAKER & TAYLOR BOOKS	4011987081	8/16/2017	Non Fiction/DVD	\$15.94
10529308	107454	8/23/2017	BAKER & TAYLOR BOOKS	4011987082	8/16/2017	Fiction Books/Audio	\$174.77
10529308	107454	8/23/2017	BAKER & TAYLOR BOOKS	T623809710	8/8/2017	Non Fiction/DVD	\$168.23
10529308	107454	8/23/2017	BAKER & TAYLOR BOOKS	T62721020	8/15/2017	Non Fiction/DVD	\$189.37
10529308	107513	8/28/2017	BAKER & TAYLOR BOOKS	4011990826	8/21/2017	Fiction Books/Audio	\$38.49
10529308	107513	8/28/2017	BAKER & TAYLOR BOOKS	4011990827	8/21/2017	Children's/Juv/YA Books	\$170.81
10529308	107513	8/28/2017	BAKER & TAYLOR BOOKS	4011990828	8/21/2017	Non Fiction Books/DVDS	\$98.93
10529308	107544	8/30/2017	BAKER & TAYLOR BOOKS	T56824410	3/22/2017	DVD's	\$53.22
10529308	107544	8/30/2017	BAKER & TAYLOR BOOKS	T5683740	3/28/2017	DVD's	\$18.74
10529444	141003813	8/14/2017	AMAZON.COM	073117 STMT	7/1/2017	Programming Supplies	\$12.74
10529444	141003813	8/14/2017	AMAZON.COM	073117 STMT	7/1/2017	Programming Supplies	\$89.55
10529444	141003813	8/14/2017	AMAZON.COM	073117 STMT	7/1/2017	Programming Supplies	\$163.93
10529444	141003813	8/14/2017	AMAZON.COM	073117 STMT	7/1/2017	Programming Supplies	\$870.93
Sub Total-							\$5,159.61
Engineering:							
10530201	107282	8/3/2017	Verizon Wireless	9789665618	7/21/2017	Cell phones	\$106.55
10530209	107340	8/10/2017	Manatee Tire & Auto Inc., dba	170316	8/2/2017	4 Tires for ST-79	\$143.82
10530217	107395	8/14/2017	TERRACON CONSULTANTS INC	T933937	7/18/2017	Geotechnical Engineering Services	\$2,841.00
10530301	107534	8/28/2017	Staples Business Advantage	3349234227	8/9/2017	ENGINEERING BLANKET PO - Office Supplies	\$96.70
10530301	107534	8/28/2017	Staples Business Advantage	3349234228	8/9/2017	ENGINEERING BLANKET PO - Office Supplies	\$6.73
10530301	107534	8/28/2017	Staples Business Advantage	3349234229	8/9/2017	ENGINEERING BLANKET PO - Office Supplies	\$48.49
10530301	141003813	8/14/2017	AMAZON.COM	073117 STMT	7/20/2017	Mailing / Shipping Label Maker & Supplies	\$72.21
10530304	107372	8/14/2017	COLLINS, CHRISTIAN	UNIBOOT-17/18	7/26/2017	BOOT ALLOWANCE 17/18 FY CHRISTIAN C	\$169.99
10530304	107372	8/14/2017	COLLINS, CHRISTIAN	UNIREF-17/18	7/27/2017	PANT ALLOWANCE 17/18 FY CHRISTIAN C	\$289.05
10530324	107391	8/14/2017	Staples Business Advantage	3346893691	7/20/2017	CD KEYBOARD & MOUSE	\$20.93
10530324	107391	8/14/2017	Staples Business Advantage	3347784122	7/20/2017	CD KEYBOARD & MOUSE	\$63.41
Sub Total-							\$3,858.88
Facilities Maintenance:							
10531201	107282	8/3/2017	Verizon Wireless	9789665618	7/21/2017	Cell phones	\$116.25
10531207	107399	8/14/2017	UNITED EXTERMINATING	193151	8/1/2017	Blanket P.O./ Exterminating	\$35.00
10531207	107399	8/14/2017	UNITED EXTERMINATING	193152	8/1/2017	Blanket P.O./ Exterminating	\$35.00
10531207	107399	8/14/2017	UNITED EXTERMINATING	193153	8/1/2017	Blanket P.O./ Exterminating	\$35.00
10531207	107399	8/14/2017	UNITED EXTERMINATING	193154	8/1/2017	Blanket P.O./ Exterminating	\$25.00
10531207	107399	8/14/2017	UNITED EXTERMINATING	193155	8/1/2017	Blanket P.O./ Exterminating	\$35.00
10531207	107399	8/14/2017	UNITED EXTERMINATING	193156	8/1/2017	Blanket P.O./ Exterminating	\$10.00
10531207	107399	8/14/2017	UNITED EXTERMINATING	193157	8/1/2017	Blanket P.O./ Exterminating	\$10.00
10531207	107399	8/14/2017	UNITED EXTERMINATING	193158	8/1/2017	Blanket P.O./ Exterminating	\$10.00
10531207	107399	8/14/2017	UNITED EXTERMINATING	193159	8/1/2017	Blanket P.O./ Exterminating	\$25.00
10531207	107399	8/14/2017	UNITED EXTERMINATING	193160	8/1/2017	Blanket P.O./ Exterminating	\$10.00
10531207	107399	8/14/2017	UNITED EXTERMINATING	193161	8/1/2017	Blanket P.O./ Exterminating	\$80.00
10531207	107399	8/14/2017	UNITED EXTERMINATING	194912	8/1/2017	Blanket P.O./ Exterminating	\$45.00
10531207	107399	8/14/2017	UNITED EXTERMINATING	194913	8/1/2017	Blanket P.O./ Exterminating	\$25.00
10531207	107399	8/14/2017	UNITED EXTERMINATING	194914	8/1/2017	Blanket P.O./ Exterminating	\$25.00
10531207	107399	8/14/2017	UNITED EXTERMINATING	194915	8/1/2017	Blanket P.O./ Exterminating	\$25.00
10531207	107399	8/14/2017	UNITED EXTERMINATING	194916	8/1/2017	Blanket P.O./ Exterminating	\$25.00

10531207	107399	8/14/2017	UNITED EXTERMINATING	194917	8/1/2017	Blanket P.O./ Exterminating	\$10.00
10531207	107399	8/14/2017	UNITED EXTERMINATING	194918	8/1/2017	Blanket P.O./ Exterminating	\$25.00
10531207	107399	8/14/2017	UNITED EXTERMINATING	194919	8/1/2017	Blanket P.O./ Exterminating	\$50.00
10531207	107399	8/14/2017	UNITED EXTERMINATING	194920	8/1/2017	Blanket P.O./ Exterminating	\$25.00
10531207	107399	8/14/2017	UNITED EXTERMINATING	194921	8/1/2017	Blanket P.O./ Exterminating	\$50.00
10531207	107399	8/14/2017	UNITED EXTERMINATING	194922	8/1/2017	Blanket P.O./ Exterminating	\$45.00
10531209	107374	8/14/2017	Day Auto Supply, Inc	720318	7/27/2017	Oxygen sensor for FM-4	\$56.27
10531209	107374	8/14/2017	Day Auto Supply, Inc	720762	8/2/2017	Lincense plate lens & bulb for FM-3	\$14.77
10531209	107374	8/14/2017	Day Auto Supply, Inc	720764	8/2/2017	Light lens for FM-3	\$14.46
10531209	107374	8/14/2017	Day Auto Supply, Inc	720792	8/2/2017	License plate lens & bulb for FM-3	\$15.53
10531209	107374	8/14/2017	Day Auto Supply, Inc	720905	8/3/2017	CREDIT	(\$14.46)
10531302	106983	Multiple	HOME DEPOT CREDIT SERVICES	2632180	6/10/2017	Blanket: Operating Supplies - Facilities	\$0.00
10531302	106983	Multiple	HOME DEPOT CREDIT SERVICES	2682281	6/10/2017	Blanket: Operating Supplies - Facilities	\$0.00
10531302	107324	8/10/2017	FLORENCE TRUE VALUE HARDWARE	230927	7/26/2017	Blanket P.O. for Facilities Maintenance needs	\$25.29
10531302	107324	8/10/2017	FLORENCE TRUE VALUE HARDWARE	230968	7/27/2017	Blanket P.O. for Facilities Maintenance needs	\$7.36
10531302	107324	8/10/2017	FLORENCE TRUE VALUE HARDWARE	231152	8/7/2017	Blanket P.O. for Facilities Maintenance needs	\$22.33
10531302	107324	8/10/2017	FLORENCE TRUE VALUE HARDWARE	231156	8/7/2017	Credit Urinal Gasket	(\$3.98)
10531302	107324	8/10/2017	FLORENCE TRUE VALUE HARDWARE	231157	8/7/2017	Blanket P.O. for Facilities Maintenance needs	\$9.51
10531302	107327	8/10/2017	HOME DEPOT CREDIT SERVICES	5013505	7/27/2017	BLANKET PO-SUPPLIES-FM	\$1,116.73
10531302	107327	8/10/2017	HOME DEPOT CREDIT SERVICES	5154185	7/27/2017	Credit WO#2047	(\$432.61)
10531302	107327	8/10/2017	HOME DEPOT CREDIT SERVICES	5154186	7/27/2017	BLANKET PO-SUPPLIES-FM	\$389.15
10531302	107327	8/10/2017	HOME DEPOT CREDIT SERVICES	8013929	8/3/2017	BLANKET PO-SUPPLIES-FM	\$196.15
10531302	107327	8/10/2017	HOME DEPOT CREDIT SERVICES	8164310	7/27/2017	Credit for supply line	(\$130.01)
10531302	107363	8/11/2017	HOME DEPOT CREDIT SERVICES	2632180	6/10/2017	two tool sets,two metric wrench sets	\$128.49
10531302	107363	8/11/2017	HOME DEPOT CREDIT SERVICES	2682281	6/10/2017	kohler canister valve assembly	\$29.82
10531302	Multiple	Multiple	HOME DEPOT CREDIT SERVICES	3900308	6/9/2017	Blanket: Operating Supplies - Facilities	\$108.44
10531302	107376	8/14/2017	FLORENCE TRUE VALUE HARDWARE	230930	7/26/2017	Blanket P.O. for Facilities Maintenance needs	\$29.09
10531302	107376	8/14/2017	FLORENCE TRUE VALUE HARDWARE	231202	8/9/2017	Blanket P.O. for Facilities Maintenance needs	\$16.81
10531302	107376	8/14/2017	FLORENCE TRUE VALUE HARDWARE	231210	8/9/2017	Blanket P.O. for Facilities Maintenance needs	\$12.63
10531302	107376	8/14/2017	FLORENCE TRUE VALUE HARDWARE	231218	8/9/2017	Blanket P.O. for Facilities Maintenance needs	\$25.24
10531302	107466	8/23/2017	FLORENCE TRUE VALUE HARDWARE	231228	8/9/2017	Blanket P.O. for Facilities Maintenance needs	\$12.22
10531302	107466	8/23/2017	FLORENCE TRUE VALUE HARDWARE	231240	8/10/2017	Blanket P.O. for Facilities Maintenance needs	\$12.05
10531302	107466	8/23/2017	FLORENCE TRUE VALUE HARDWARE	231256	8/10/2017	Blanket P.O. for Facilities Maintenance needs	\$81.48
10531302	107466	8/23/2017	FLORENCE TRUE VALUE HARDWARE	231263	8/11/2017	Blanket P.O. for Facilities Maintenance needs	\$5.25
10531302	107466	8/23/2017	FLORENCE TRUE VALUE HARDWARE	231268	8/11/2017	Blanket P.O. for Facilities Maintenance needs	\$2.72
10531302	107466	8/23/2017	FLORENCE TRUE VALUE HARDWARE	231271	8/11/2017	Blanket P.O. for Facilities Maintenance needs	\$31.57
10531302	107466	8/23/2017	FLORENCE TRUE VALUE HARDWARE	231274	8/11/2017	Credit for mirror & brs angle	(\$14.73)
10531302	107466	8/23/2017	FLORENCE TRUE VALUE HARDWARE	231285	9/11/2017	Blanket P.O. for Facilities Maintenance needs	\$1.87
10531302	107474	8/23/2017	JOHNSTONE SUPPLY OF ARIZONA	450S3767793001	8/14/2017	switch overfloe	\$24.30
10531311	107376	8/14/2017	FLORENCE TRUE VALUE HARDWARE	231203	8/9/2017	BLANKET P.O. SMALL TOOLS - F.M.	\$10.41
10531311	107376	8/14/2017	FLORENCE TRUE VALUE HARDWARE	231219	8/9/2017	BLANKET P.O. SMALL TOOLS - F.M.	\$10.52

10531311	107474	8/23/2017	JOHNSTONE SUPPLY OF ARIZONA	450S3767778001	8/14/2017	condensate gun	\$86.42	
10531312	107391	8/14/2017	Staples Business Advantage	3347784126	7/26/2017	3 cases of electrolyte popsicles	\$195.81	
10531315	107499	8/23/2017	WAXIE SANITARY SUPPLY	76882212	8/11/2017	BLANKET P.O. / Janitorial Supplies	\$3,807.07	
10531315	107540	8/28/2017	WAXIE SANITARY SUPPLY	76895753	8/18/2017	BLANKET P.O. / Janitorial Supplies	\$113.53	
10531316	Multiple	Multiple	HOME DEPOT CREDIT SERVICES	2640180	6/10/2017	Ten (10) Faucets for Facilities Maintenance	\$842.93	
10531316	107450	8/23/2017	ARIZONA CORRECTIONAL INDUSTRIE	436822	8/11/2017	Welding of safety toe kick @ Town Hall	\$100.00	
10531316	107546	8/30/2017	DH Pace Company Inc.	SVC/54491	6/21/2017	Repairs to Fire Station #1 bay door	\$2,219.63	
10531324	107382	8/14/2017	Newegg Business, Inc.	1300486066	7/13/2017	Monitor for Facilities Maintenance	\$84.99	
Sub Total-								\$10,041.30
General Government:								
10532201	107420	8/16/2017	inContact, Inc.	743524	8/9/2017	Telephone	\$323.84	
10532201	107455	8/23/2017	CENTURYLINK	4-817	8/1/2017	0118-trunkline	\$519.83	
10532201	107455	8/23/2017	CENTURYLINK	4-817	8/1/2017	7500-Main line	\$31.78	
10532201	107455	8/23/2017	CENTURYLINK	4-817	8/1/2017	911Locator-0238	\$78.91	
10532201	107455	8/23/2017	CENTURYLINK	4-817	8/1/2017	internet-0593	\$99.84	
10532214	107501	8/24/2017	ARIZONA PUBLIC SERVICE	17-Jul	8/4/2017	ELECTRIC	\$1,320.04	
10532215	107501	8/24/2017	ARIZONA PUBLIC SERVICE	17-Jul	8/4/2017	ELECTRIC	\$9,594.38	
10532314	107279	8/3/2017	THE WATER SHED	11232	7/5/2017	Water & Ice	\$15.91	
10532314	107279	8/3/2017	THE WATER SHED	11291	7/24/2017	Water & Ice	\$34.28	
10532314	107279	8/3/2017	THE WATER SHED	11390	7/31/2017	Water & Ice	\$14.54	
10532314	107279	8/3/2017	THE WATER SHED	11519	7/13/2017	Water & Ice	\$19.75	
10532314	107279	8/3/2017	THE WATER SHED	11522	7/13/2017	Water & Ice	\$26.32	
10532410	107545	8/30/2017	Better Direct	44591	6/16/2017	Seagate IronWolf Hard Drive 10TB	\$3,804.50	
10532410	107545	8/30/2017	Better Direct	44591	6/16/2017	Synology 8 bay NAS DiskStation DS1817+ 8GB Diskless	\$1,005.48	
10532410	107554	8/30/2017	ZONES, INC	K07099170101	6/20/2017	HP 1TB MIDLINE SERIAL ATA HOT PLU SFF	\$3,223.70	
10532410	107554	8/30/2017	ZONES, INC	K07099170101	6/20/2017	HP 600GB SAS ENTERPRISE G8 G9 HARD DRIVE IN SMART CARRIER	\$3,854.72	
10532410	107554	8/30/2017	ZONES, INC	K07099170101	6/20/2017	HP G8 G9 4-TB 6G 7.2K SATA SC	\$432.19	
10532410	107554	8/30/2017	ZONES, INC	K07099170101	6/20/2017	HP MSA2 4-TB 6G 7.2K 3.5 DP MDL SAS	\$2,488.01	
10532425	107309	8/10/2017	Arizona Department of Revenue	02017-125	7/25/2017	Administration & Collections Assessment Fee	\$52,234.25	
Sub Total-								\$79,122.27
Cemetery:								
10533211	107340	8/10/2017	Manatee Tire & Auto Inc., dba	170343	8/2/2017	2 tires for cemetery canopy	\$48.84	
10533317	107407	8/16/2017	ARIZONA STATE PRISON-FLORENCE	A04118A20170803	8/8/2017	INMATE LABOR/ CEMETERY	\$8.00	
Sub Total-								\$56.84
Economic Development:								
10551402	141003813	8/14/2017	SUNLINE CONTRACTING LLC	073117 STMT	7/1/2017	2017 Rural Policy Forum registration for Jennifer Evans.	\$132.81	
Sub Total-								\$132.81
Public Works/Streets:								
12518201	107282	8/3/2017	Verizon Wireless	9789665618	7/21/2017	Cell phones	\$496.30	
12518209	107259	8/3/2017	Day Auto Supply, Inc	720086	7/25/2017	Shop towels	\$18.43	
12518209	107308	8/10/2017	APPLIED Maintenance Supplies & Solutio	96829388	7/27/2017	Electrical connectors,wd-40,retainers for Fleet	\$106.10	
12518209	107340	8/10/2017	Manatee Tire & Auto Inc., dba	170316	8/2/2017	4 Tires for ST-79	\$431.48	
12518209	107374	8/14/2017	Day Auto Supply, Inc	720675	8/1/2017	Air filter for ST-81	\$18.10	
12518209	107413	8/16/2017	Day Auto Supply, Inc	720367	7/28/2017	Interchangeable ball for Streets	\$93.00	
12518209	107413	8/16/2017	Day Auto Supply, Inc	720644	8/1/2017	Oil & filter for ST-81	\$49.00	
12518209	107413	8/16/2017	Day Auto Supply, Inc	721107	8/7/2017	Batteries for ST-9	\$284.08	
12518209	107413	8/16/2017	Day Auto Supply, Inc	721189	8/7/2017	CREDIT	(\$39.13)	
12518209	107413	8/16/2017	Day Auto Supply, Inc	721271	8/8/2017	Weather strip clips for ST-10	\$11.50	

12518209	107442	8/16/2017	Verizon Wireless	13114513	7/18/2017	Network Fleet (install)	\$910.00
12518209	107442	8/16/2017	Verizon Wireless	13114513	7/18/2017	Network Fleet (pro rate May svc)	\$91.62
12518209	107451	8/23/2017	ARIZONA GLOVE & SAFETY	7435379	8/9/2017	Hand cleaner for Fleet	\$52.03
12518209	107461	8/23/2017	Day Auto Supply, Inc	721810	8/15/2017	Battery disconnect for ST15	\$9.20
12518209	107461	8/23/2017	Day Auto Supply, Inc	721853	8/15/2017	TPMS Tool for Fleet	\$96.81
12518209	107517	8/28/2017	Day Auto Supply, Inc	721888	8/16/2017	AW 46hyd fluid for ST-38 (jcb)	\$335.58
12518209	107517	8/28/2017	Day Auto Supply, Inc	721895	8/16/2017	Blanket PO for Day Auto Supply	\$24.99
12518209	107517	8/28/2017	Day Auto Supply, Inc	721903	8/16/2017	AW 68hyd fluid for ST-38 (jcb)	\$280.38
12518209	107517	8/28/2017	Day Auto Supply, Inc	722003	8/17/2017	hyd hoses & fittings for ST-28 (jcb)	\$67.10
12518209	107517	8/28/2017	Day Auto Supply, Inc	722083	8/18/2017	Brake controller for ST-10	\$160.76
12518209	107517	8/28/2017	Day Auto Supply, Inc	722225	8/21/2017	water pump & serp for shop	\$110.13
12518211	107255	8/3/2017	BlueTarp Financial	38376122	7/25/2017	Cordless drill for Fleet	\$269.00
12518211	107259	8/3/2017	Day Auto Supply, Inc	720044	7/25/2017	Air filters for ST-28 (jcb)	\$75.82
12518211	107259	8/3/2017	Day Auto Supply, Inc	720081	7/25/2017	Schrader valve for ST-30 (grader)	\$3.65
12518211	107259	8/3/2017	Day Auto Supply, Inc	720085	7/25/2017	Pag oil for ST-30 (grader)	\$8.69
12518211	107259	8/3/2017	Day Auto Supply, Inc	720258	7/27/2017	Signal bulb for ST-3 (backhoe)	\$1.51
12518211	107259	8/3/2017	Day Auto Supply, Inc	720261	7/27/2017	Wiper blade for ST-3 (back hoe)	\$6.51
12518211	107261	8/3/2017	EMPIRE SOUTHWEST	EMPS4165709	7/25/2017	A/C filter for ST-30 (grader)	\$42.70
12518211	107261	8/3/2017	EMPIRE SOUTHWEST	EMPS4166818	7/26/2017	A/C filter for ST-30 (grader)	\$35.77
12518211	107340	8/10/2017	Manatee Tire & Auto Inc., dba	170158	8/2/2017	Tires & tubes for ST-54 (9 wheel roller)	\$537.13
12518211	107374	8/14/2017	Day Auto Supply, Inc	720866	8/3/2017	Blinker light housing for ST-54 (9 wheel roller)	\$9.77
12518211	107374	8/14/2017	Day Auto Supply, Inc	720953	8/4/2017	Sochet for ST-18 (loader)	\$17.00
12518211	107392	8/14/2017	STOTZ EQUIPMENT	P66007	8/9/2017	Seal kit for ST-006 (mower)	\$83.67
12518211	107510	8/28/2017	Arnold Machinery Company	B31124	8/15/2017	Fuel cap for ST-46 (street broom)	\$24.08
12518211	107516	8/28/2017	COHONE TECHNOLOGIES	00G17079	8/17/2017	Hydraulic cylinder repair for ST-6 (mower)	\$470.84
12518211	107522	8/28/2017	FLORENCE TRUE VALUE HARDWARE	231448	8/21/2017	Nuts & bolts for ST-37 (trailer)	\$7.00
12518214	107500	8/23/2017	ZUMAR, IND.	30751	8/7/2017	Various street signs & posts / (Maricopa County Contract 14105-C attached)	\$3,824.50
12518214	107550	8/30/2017	SIERRA Transportation & Technologies	3516	6/30/2017	Emergency Traffic signal repair / Hunt & Franklin	\$1,000.00
12518215	107312	8/10/2017	BIA	Jul-17	8/1/2017	00353-electric	\$233.75
12518215	107312	8/10/2017	BIA	Jul-17	8/1/2017	10522-electric	\$110.00
12518215	107312	8/10/2017	BIA	Jul-17	8/1/2017	20509-electric	\$46.20
12518215	107312	8/10/2017	BIA	Jul-17	8/1/2017	21243-electric	\$61.60
12518215	107465	8/23/2017	Electrical District No. 2	66289 817	8/14/2017	electricity at 7158 Hunt Hwy	\$48.61
12518215	107501	8/24/2017	ARIZONA PUBLIC SERVICE	17-Jul	8/4/2017	ELECTRIC	\$4,715.47
12518217	107551	8/30/2017	Swan architects, Inc.	1 63017	6/30/2017	Professional Services	\$1,428.00
12518301	107441	8/16/2017	Staples Business Advantage	3343462186	6/17/2017	Supplies to create 17-18 Budget Books	\$103.14
12518301	107441	8/16/2017	Staples Business Advantage	3343462190	6/17/2017	Sharpies	\$41.28
12518302	107279	8/3/2017	THE WATER SHED	10274	7/3/2017	WATER & ICE	\$68.86
12518302	107279	8/3/2017	THE WATER SHED	11286	7/24/2017	WATER & ICE	\$81.45
12518302	107279	8/3/2017	THE WATER SHED	11287	7/19/2017	WATER & ICE	\$23.68
12518302	107279	8/3/2017	THE WATER SHED	11505	7/10/2017	WATER & ICE	\$63.68
12518302	107279	8/3/2017	THE WATER SHED	11524	7/13/2017	WATER & ICE	\$14.31
12518302	107279	8/3/2017	THE WATER SHED	11567	7/13/2017	WATER & ICE	\$39.98
12518302	107376	8/14/2017	FLORENCE TRUE VALUE HARDWARE	231235	8/10/2017	BLANKET P.O. / OPERATING SUPPLIES / ST	\$3.24
12518302	107461	8/23/2017	Day Auto Supply, Inc	721590	8/11/2017	One quart pre mix & bar & chain oil	\$61.86
12518302	107517	8/28/2017	Day Auto Supply, Inc	721746	8/14/2017	BLANKET P.O. / OPERATING SUPPLIES - ST.	\$9.54
12518304	107317	8/10/2017	Curtis, Laning	UNIBTTS817	8/8/2017	Uniform allowance for Work Boots	\$155.58
12518304	107369	8/14/2017	Cintas Corporation Lock 696	696323587	7/5/2017	CONTRACT #7388 UNIFORM RENTAL	\$40.51
12518304	107369	8/14/2017	Cintas Corporation Lock 696	696325859	7/12/2017	CONTRACT #7388 UNIFORM RENTAL	\$40.51
12518304	107369	8/14/2017	Cintas Corporation Lock 696	696328121	7/19/2017	CONTRACT #7388 UNIFORM RENTAL	\$92.67

12518304	107369	8/14/2017	Cintas Corporation Lock 696	696330378	7/26/2017	CONTRACT #7388 UNIFORM RENTAL	\$42.73
12518304	107369	8/14/2017	Cintas Corporation Lock 696	696332619	8/2/2017	CONTRACT #7388 UNIFORM RENTAL	\$42.72
12518304	107369	8/14/2017	Cintas Corporation Lock 696	696334877	8/9/2017	CONTRACT #7388 UNIFORM RENTAL	\$61.45
12518311	107413	8/16/2017	Day Auto Supply, Inc	721395	7/26/2017	Greawrench for ST-10	\$37.94
12518311	107413	8/16/2017	Day Auto Supply, Inc	721595	8/9/2017	Batteries for Shop tools	\$13.89
12518311	107413	8/16/2017	Day Auto Supply, Inc	721615	8/11/2017	Water hose for Shop cooler	\$27.16
12518311	107413	8/16/2017	Day Auto Supply, Inc	720184	8/11/2017	Air hose for Shop portable air tank	\$29.32
12518311	107413	8/16/2017	Day Auto Supply, Inc	721623	8/11/2017	Tir valve for Shop portable air tank	\$2.16
12518311	107517	8/28/2017	Day Auto Supply, Inc	722255	8/21/2017	Safety cabinet shelves for shop	\$163.03
12518317	107249	8/3/2017	ARIZONA STATE PRISON-FLORENCE	A04117A20170720	7/24/2017	INMATE LABOR/ ROW	\$48.00
12518317	107407	8/16/2017	ARIZONA STATE PRISON-FLORENCE	A04118A20170803	8/8/2017	INMATE LABOR/ ROW	\$56.00
12518319	107287	8/3/2017	AZ PUBLIC SERVICE COMPANY	AR0480005682	7/20/2017	Streetlight Maintenance	\$3,121.54
12518323	141003813	8/14/2017	SMARTDRAW SOFTWARE	073117 STMT	7/14/2017	Purchase Smartdraw Software	\$197.00
12518403	107365	8/14/2017	Az Local Technical Assistance Program	FY17-141	7/28/2017	CODY CURTIS	\$35.00
12518403	107365	8/14/2017	Az Local Technical Assistance Program	FY17-141	7/28/2017	JOHN PITTS	\$35.00
12518403	107365	8/14/2017	Az Local Technical Assistance Program	FY17-141	7/28/2017	MIGUEL VALENZUELA	\$35.00
12518403	107373	8/14/2017	DAN, CISCO	08102017DC	8/10/2017	CLASS MEAL PER DIEM 8/10/17	\$54.00
12518403	107379	8/14/2017	JOHN PITTS C. JR.	8022017	8/10/2017	MEAL PER DIEM CLASS 8/2/17	\$46.00
12518403	107380	8/14/2017	Larry O. Garcia Jr.	80217	8/10/2017	MEAL PER DIEM - CLASS 8/2/17	\$28.00
12518403	107381	8/14/2017	Miguel, Valenzuela	8022017	8/10/2017	MEAL PER DIEM - CLASS 8/2/17	\$46.00
12518403	107388	8/14/2017	RAYMOND, WHITE	80317	8/10/2017	MEAL PER DIEM - CLASS 8/2/17	\$28.00
12518403	107396	8/14/2017	The Braun Corporation	20208	7/31/2017	LARRY GARCIA	\$60.00
12518403	107396	8/14/2017	The Braun Corporation	20208	7/31/2017	RAY WHITE	\$60.00
12518403	141003813	8/14/2017	FRED PRYOR SEMINARS	073117 STMT	7/28/2017	Purchase Fredpryor Careertrack - David Hills	\$199.00
12518408	107371	8/14/2017	CODY CURTIS	80217	8/10/2017	MEAL PER DIEM - 8/2/17 CLASS	\$46.00
12561507	107505	8/24/2017	EPS GROUP	163042-5	6/21/2017	T-08 and T-09 Street Improvements for Florence Gardens Phases IV and V	\$10,084.00
12581507	107303	8/3/2017	Regional Pavement Maintenance of Az In	17-252	6/29/2017	CIP Project / Hunt Highway Improvement Project (Not to exceed \$263,629.84)	\$242,337.37
12581507	107550	8/30/2017	SIERRA Transportation & Technologies	3514	6/30/2017	Traffic signal cabinet & controller @ Hunt/Anthem Hospital	\$17,853.09
Sub Total-							\$292,298.42
Water Funds:							
51219000	107247	8/3/2017	2nd Temporary	122321	7/31/2017	Water Deposit Refund	\$62.70
51219000	107268	8/3/2017	2nd Temporary	421702	7/31/2017	Water Deposit Refund	\$34.31
51219000	107276	8/3/2017	2nd Temporary	210413	7/28/2017	Water Deposit Refund	\$15.69
51219000	107277	8/3/2017	2nd Temporary	10200809	8/2/2017	Water Deposit Refund	\$40.27
51219000	107278	8/3/2017	2nd Temporary	10217205	7/31/2017	Water Deposit Refund	\$66.23
51219000	107333	Multiple	2nd Temporary	303008	8/4/2017	Water Deposit Refund	\$0.00
51219000	107458	8/23/2017	2nd Temporary	11001502	8/15/2017	Water Deposit Refund	\$150.00
51219000	107462	8/23/2017	2nd Temporary	10401903	8/15/2017	Water Deposit Refund	\$150.00
51219000	107471	8/23/2017	2nd Temporary	431611	8/15/2017	Water Deposit Refund	\$225.00
51219000	107473	8/23/2017	2nd Temporary	10214704	8/15/2017	Water Deposit Refund	\$150.00
51219000	107476	8/23/2017	2nd Temporary	403303	8/15/2017	Water Deposit Refund	\$150.00
51219000	107478	8/23/2017	2nd Temporary	428807	8/15/2017	Water Deposit Refund	\$75.00
51219000	107481	8/23/2017	2nd Temporary	10103404	8/15/2017	Water Deposit Refund	\$150.00
51219000	107482	8/23/2017	2nd Temporary	10609911	8/15/2017	Water Deposit Refund	\$150.00
51219000	107483	8/23/2017	2nd Temporary	10609502	8/15/2017	Water Deposit Refund	\$150.00
51219000	107488	8/23/2017	2nd Temporary	10307004	8/15/2017	Water Deposit Refund	\$150.00
51219000	107496	8/23/2017	2nd Temporary	10607192	8/15/2017	Water Deposit Refund	\$150.00
51219000	107497	8/23/2017	2nd Temporary	112902	8/15/2017	Water Deposit Refund	\$75.00
51371446	107435	8/16/2017	Valley Collection Service	206602CRUIZ	8/16/2017	Overpayment 2 bad debit06602	\$27.58
51371446	107460	8/23/2017	2nd Temporary	10201802-OP	8/16/2017	Overpayment	\$261.26
51371446	107468	8/23/2017	2nd Temporary	11200455-OP	8/16/2017	Overpayment	\$3.26
51371446	107477	8/23/2017	2nd Temporary	421702-OP	8/16/2017	Overpayment	\$60.38

51371446	107479	8/23/2017	2nd Temporary	11207901-O9	8/16/2017	Overpayment	\$36.48		
51371446	107490	8/23/2017	2nd Temporary	10406503-OP	8/16/2017	Overpayment	\$150.89		
51371446	107494	8/23/2017	2nd Temporary	10800161-OP	8/16/2017	Overpayment	\$32.29		
							Sub Total-	\$2,516.34	
Florence Water:									
51574201	107282	8/3/2017	Verizon Wireless	9789665618	7/21/2017	Cell phones	\$329.41		
51574201	107315	8/10/2017	CENTURYLINK	WWW8356 717	7/28/2017	WWW alarms-8356	\$62.59		
51574209	107259	8/3/2017	Day Auto Supply, Inc	720086	7/25/2017	Shop towels	\$18.43		
51574209	107308	8/10/2017	APPLIED Maintenance Supplies & Solutio	96829388	7/27/2017	Electrical connectors,wd-40,retainers for Fleet	\$106.10		
51574209	107340	8/10/2017	Manatee Tire & Auto Inc., dba	170316	8/2/2017	4 Tires for ST-79	\$71.91		
51574209	107374	8/14/2017	Day Auto Supply, Inc	720761	8/2/2017	Headlight bulb for W-27	\$14.88		
51574209	107451	8/23/2017	ARIZONA GLOVE & SAFETY	7435379	8/9/2017	Hand cleaner for Fleet	\$6.94		
51574209	107461	8/23/2017	Day Auto Supply, Inc	721717	8/14/2017	Oil & filter for W-27	\$61.32		
51574209	107461	8/23/2017	Day Auto Supply, Inc	721853	8/15/2017	TPMS Tool for Fleet	\$96.81		
51574209	107517	8/28/2017	Day Auto Supply, Inc	722229	8/21/2017	CREDIT	(\$4.35)		
51574209	107530	8/28/2017	PURCELL TIRE COMPANY	6765608	8/17/2017	4 Tires for W-31	\$756.86		
51574211	107259	8/3/2017	Day Auto Supply, Inc	714685	5/17/2017	Oil & filters for W-32	\$157.26		
51574211	107259	8/3/2017	Day Auto Supply, Inc	720286	7/27/2017	Hyd hose fittings forW-32 (power vac)	\$13.67		
51574211	107374	8/14/2017	Day Auto Supply, Inc	721233	8/8/2017	Battery for W-24 (backhoe)	\$126.73		
51574211	107512	8/28/2017	AZ Locators	16253	8/21/2017	Repair and Recertifying Locating Equip	\$339.89		
51574211	107531	8/28/2017	RIPPLE INDUSTRIES	1806	8/18/2017	WATER DEPT - MISC WELL REPAIRS	\$905.00		
51574215	107312	8/10/2017	BIA	Jul-17	8/1/2017	21242-electric	\$1,758.03		
51574215	107312	8/10/2017	BIA	Jul-17	8/1/2017	21245-electric	\$2,247.16		
51574215	107501	8/24/2017	ARIZONA PUBLIC SERVICE	17-Jul	8/4/2017	ELECTRIC	\$10,966.47		
51574217	107292	8/3/2017	CASA GRANDE COURIER, INC.	1225	6/30/2017	Courier fees for June 2017 Water	\$252.00		
51574217	107364	8/14/2017	AZ DEPT OF WATER RESOURCES	1576	6/9/2017	APPLICATION 73-534439.0500	\$39.79		
51574217	107386	8/14/2017	PINAL CO AIR QUALITY CONTROL	2017224	7/18/2017	WELL SITE #1 PERMIT S16122.000	\$2,512.10		
51574217	107386	8/14/2017	PINAL CO AIR QUALITY CONTROL	2017225	7/18/2017	WELL SITE #5 PERMIT S16121.000	\$2,512.10		
51574217	107389	Multiple	RIPPLE INDUSTRIES	1790	7/13/2017	Equipment & Materials PLC Program	\$0.00		
51574217	107402	8/14/2017	WILLDAN	010-35394	8/10/2017	Utility Rate Study (1st Installment)	\$5,950.00		
51574217	107440	8/16/2017	Legend Technical Svcs., Inc.	1709877	6/30/2017	Analytical Testing for June 2017	\$356.00		
51574217	107531	8/28/2017	RIPPLE INDUSTRIES	1790	7/14/2017	Micrologix PLC	\$1,457.50		
51574217	107551	8/30/2017	Swan architects, Inc.	1 63017	6/30/2017	Professional Services	\$714.90		
51574302	107279	8/3/2017	THE WATER SHED	10274	7/3/2017	WATER & ICE	\$7.66		
51574302	107279	8/3/2017	THE WATER SHED	11286	7/24/2017	WATER & ICE	\$9.05		
51574302	107279	8/3/2017	THE WATER SHED	11287	7/19/2017	WATER & ICE	\$2.64		
51574302	107279	8/3/2017	THE WATER SHED	11505	7/10/2017	WATER & ICE	\$7.08		
51574302	107279	8/3/2017	THE WATER SHED	11508	7/10/2017	WATER & ICE	\$9.46		
51574302	107279	8/3/2017	THE WATER SHED	11524	7/13/2017	WATER & ICE	\$4.60		
51574302	107279	8/3/2017	THE WATER SHED	11567	7/13/2017	WATER & ICE	\$4.45		
51574302	107368	8/14/2017	CEMEX	943066877	7/26/2017	CARRY OVER FOR PO# 46810	\$1,544.83		
51574304	107369	8/14/2017	Cintas Corporation Lock 696	696323587	7/5/2017	CONTRACT #7388 UNIFORM RENTAL	\$12.00		
51574304	107369	8/14/2017	Cintas Corporation Lock 696	696325859	7/12/2017	CONTRACT #7388 UNIFORM RENTAL	\$12.00		
51574304	107369	8/14/2017	Cintas Corporation Lock 696	696328121	7/19/2017	CONTRACT #7388 UNIFORM RENTAL	\$12.00		
51574304	107369	8/14/2017	Cintas Corporation Lock 696	696330378	7/26/2017	CONTRACT #7388 UNIFORM RENTAL	\$12.00		
51574304	107369	8/14/2017	Cintas Corporation Lock 696	696332619	8/2/2017	CONTRACT #7388 UNIFORM RENTAL	\$12.00		
51574304	107369	8/14/2017	Cintas Corporation Lock 696	696334877	8/9/2017	CONTRACT #7388 UNIFORM RENTAL	\$12.00		
51574304	107397	8/14/2017	Timothy, Wainscott	WKBTS718	7/4/2017	BOOT ALLOWANCE 2017-2018 FY - TIMM W	\$162.06		
51574310	107298	8/3/2017	HACH COMPANY	10517158	6/27/2017	Credit from invoice paid twice	(\$263.13)		
51574311	107374	8/14/2017	Day Auto Supply, Inc	721397	8/9/2017	Battery	\$63.59		
51574311	107376	8/14/2017	FLORENCE TRUE VALUE HARDWARE	230923	7/26/2017	WATER DEPT BLANKET: MISC SMALL TOOLS	\$59.05		
51574311	107376	8/14/2017	FLORENCE TRUE VALUE HARDWARE	230978	7/28/2017	WATER DEPT BLANKET: MISC SMALL TOOLS	\$13.15		

51574311	107400	8/14/2017	USABlueBook - ACCT 703717	315574	7/19/2017	WATER DEPT BLANKET: MISC WATER LINE	\$86.56	
51574311	107400	8/14/2017	USABlueBook - ACCT 703717	321273	7/25/2017	WATER DEPT BLANKET: MISC WATER LINE	\$105.16	
51574320	107376	8/14/2017	FLORENCE TRUE VALUE HARDWARE	230527	7/5/2017	Blanket PO Misc Utility Line Maint Water lines	\$39.11	
51574320	107376	8/14/2017	FLORENCE TRUE VALUE HARDWARE	230895	7/25/2017	WATER DEPT BLANKET: WATER LINE	\$3.24	
51574320	107376	8/14/2017	FLORENCE TRUE VALUE HARDWARE	231041	8/1/2017	WATER DEPT BLANKET: WATER LINE	\$201.02	
51574320	107376	8/14/2017	FLORENCE TRUE VALUE HARDWARE	231134	8/5/2017	WATER DEPT BLANKET: WATER LINE	\$9.74	
51574320	107377	8/14/2017	FORTLINE INC	3992889	7/3/2017	WATER DEPT BLANKET: MISC WATER LINE	\$660.75	
51574320	107377	8/14/2017	FORTLINE INC	3995517	7/10/2017	WATER DEPT BLANKET: MISC WATER LINE	\$257.17	
51574320	107377	8/14/2017	FORTLINE INC	4000390	7/25/2017	WATER DEPT BLANKET: MISC WATER LINE	\$3,126.43	
51574320	107523	8/28/2017	FORTLINE INC	4018162	8/2/2017	WATER DEPT BLANKET: MISC WATER LINE	\$157.76	
51574320	107547	8/30/2017	FORTLINE INC	398279	6/27/2017	Misc parts for water - repair and Maintenance	\$485.90	
51574401	141003813	8/14/2017	ADOBE SYSTEMS INCORPORATED	073117 STMT	7/22/2017	JUNE SUBSCRIPTION PHOTO LICENSE FOR CCR	\$32.60	
51574403	107397	8/14/2017	Timothy, Wainscott	810/17	8/10/2017	MEAL PER DIEM CLASS 8/10/17	\$54.00	
51574507	107377	8/14/2017	FORTLINE INC	4012992	7/27/2017	WATER DEPT BLANKET: CIP WU-60	\$1,291.53	
51574507	107558	8/31/2017	WESTLAND RESOURCES INC	48605003	7/6/2017	CIP WU-83 Waterline	\$21,407.38	
51581507	107393	8/14/2017	Superior Tank Solutions	1637P	7/24/2017	WU-26 Water Storage Tank - CIP Project	\$99,061.60	
							Sub Total-	\$160,505.94
Capital Outlay:								
51581507	107555	8/31/2017	HAZEN and SAWYER	00000 617	7/11/2017	WU-26 Water Storage Tank N Florence - Engineering Services	\$12,174.21	
							Sub Total-	\$12,174.21
Sewer Operations South Plant:								
52575201	107282	8/3/2017	Verizon Wireless	9789665618	7/21/2017	Cell phones	\$329.41	
52575209	107259	8/3/2017	Day Auto Supply, Inc	720086	7/25/2017	Shop towels	\$18.43	
52575209	107308	8/10/2017	APPLIED Maintenance Supplies & Solutio	96829388	7/27/2017	Electrical connectors,wd-40,retainers for Fleet	\$49.11	
52575209	107340	8/10/2017	Manatee Tire & Auto Inc., dba	170316	8/2/2017	4 Tires for ST-79	\$71.91	
52575209	107374	8/14/2017	Day Auto Supply, Inc	720989	8/4/2017	Starter for WW-7	\$146.19	
52575209	107374	8/14/2017	Day Auto Supply, Inc	721231	8/8/2017	Tail lights for WW-25	\$19.54	
52575209	107375	8/14/2017	Earnhardt Service #25440 or 7118	566140	8/8/2017	Fuse box for WW-007	\$503.21	
52575209	107428	8/16/2017	SHAWS INTERIORS	3172	8/11/2017	Drivers seat repair for WW-26	\$103.88	
52575209	107451	8/23/2017	ARIZONA GLOVE & SAFETY	7435379	8/9/2017	Hand cleaner for Fleet	\$6.94	
52575209	107461	8/23/2017	Day Auto Supply, Inc	721712	8/14/2017	Radiator,fan clutch,water pump for WW-3	\$229.89	
52575209	107461	8/23/2017	Day Auto Supply, Inc	721714	8/14/2017	Serp belt for WW-3	\$41.95	
52575209	107461	8/23/2017	Day Auto Supply, Inc	721758	8/14/2017	Water put let & temp sensor for WW-3	\$41.07	
52575209	107461	8/23/2017	Day Auto Supply, Inc	721766	8/14/2017	Coolant recovery tank for WW-3	\$29.35	
52575209	107461	8/23/2017	Day Auto Supply, Inc	721795	8/15/2017	Wiper Blades for WW-3	\$23.57	
52575209	107461	8/23/2017	Day Auto Supply, Inc	721797	8/15/2017	Blower motorfor WW-3	\$30.97	
52575209	107461	8/23/2017	Day Auto Supply, Inc	721853	8/15/2017	TPMS Tool for Fleet	\$96.83	
52575211	107293	8/3/2017	COOLIDGE ENGINE & PUMP, L.L.C.	7455	6/12/2017	POC Well Repair at SWWTP	\$200.00	
52575211	107355	8/11/2017	A.C. Sanitation Service, LLC	9175-122	5/13/2017	Landfill fees for April 2017 Bio-Solid Waste Removal	\$14,117.53	

52575211	107355	8/11/2017	A.C. Sanitation Service, LLC	9262-105	6/30/2017	Landfill fees for June 2017 Bio-Solid Waste Removal	\$29,652.03
52575211	107356	8/11/2017	Construction Product Marketing LLC	1752	3/14/2017	Parts for valves/gears @ SWRF	\$858.60
52575211	107362	8/11/2017	Western Environmental Equipment Co.	W5085	7/10/2017	Parts needed to fix grit pump at SwwWTP	\$3,995.15
52575211	107423	8/16/2017	MeHALL CONTRACTING LLC	2835	7/13/2017	Rebuild and repair Pista Grit at SWRF	\$1,150.00
52575211	107426	8/16/2017	Pro-Tec Environmental, Inc.	170710-12	7/17/2017	Hydrovac/Jet-Rodding at SWRP	\$2,310.00
52575211	107484	8/23/2017	MOTION INDUSTRIES	AZ52690210	8/7/2017	Decanter actuator/parts needed to maintain SBR#2 at the SWRF	\$1,646.58
52575211	107508	8/24/2017	Western Environmental Equipment Co.	W5118	6/21/2017	Parts needed to fix grit pump at SwwWTP	\$484.70
52575211	107527	8/28/2017	KRUGER INC	1700474RI05700	8/17/2017	Micron Weave Filters and Filter Panels for SWRF	\$2,387.46
52575211	141003813	8/14/2017	True Value Hardware	073117 STMT	7/20/2017	Purchase Russ Hardware Inc : Maintenance	\$9.70
52575215	107501	8/24/2017	ARIZONA PUBLIC SERVICE	17-Jul	8/4/2017	ELECTRIC	\$31,398.42
52575217	107292	8/3/2017	CASA GRANDE COURIER, INC.	1225	6/30/2017	Courier Fees for June 2017 Water	\$836.00
52575217	107402	8/14/2017	WILLDAN	010-35394	8/10/2017	Utility Rate Study (1st Installment)	\$5,950.00
52575217	107440	8/16/2017	Legend Technical Svcs., Inc.	1709879	6/30/2017	Analytical Testing for June 2017	\$2,905.40
52575217	107506	8/24/2017	HAZEN and SAWYER	1	6/15/2017	Lump Sum Fee - SwwWTP Task Assignment - Preliminary Design Concept Memo	\$2,500.00
52575217	107551	8/30/2017	Swan architects, Inc.	1 63017	6/30/2017	Professional Services	\$238.10
52575230	107404	8/16/2017	A.C. Sanitation Service, LLC	9297101	7/31/2017	Landfill fees for July 2017 for Bio-solid waste removal	\$24,456.03
52575301	107359	8/11/2017	Staples Business Advantage	3343462191	6/17/2017	Restock Ink/Toner	\$250.00
52575302	107279	8/3/2017	THE WATER SHED	11508	7/10/2017	WATER & ICE	\$4.73
52575302	107297	8/3/2017	FLORENCE TRUE VALUE HARDWARE	230022	6/7/2017	Operating Supplies for SwwWTP	\$223.12
52575302	107297	8/3/2017	FLORENCE TRUE VALUE HARDWARE	230028	6/7/2017	Operating Supplies for SwwWTP	\$5.50
52575302	107297	8/3/2017	FLORENCE TRUE VALUE HARDWARE	230204	6/16/2017	Operating Supplies for SwwWTP	\$10.50
52575302	107297	8/3/2017	FLORENCE TRUE VALUE HARDWARE	230226	6/19/2017	Operating Supplies for SwwWTP	\$58.34
52575302	107297	8/3/2017	FLORENCE TRUE VALUE HARDWARE	230228	6/19/2017	Operating Supplies for SwwWTP	\$94.40
52575302	107297	8/3/2017	FLORENCE TRUE VALUE HARDWARE	230363	6/23/2017	Operating Supplies for SwwWTP-Credit	(\$38.89)
52575302	107297	8/3/2017	FLORENCE TRUE VALUE HARDWARE	230364	6/26/2017	Operating Supplies for SwwWTP	\$17.59
52575302	107297	8/3/2017	FLORENCE TRUE VALUE HARDWARE	230377	6/28/2017	Operating Supplies for SwwWTP	\$64.31
52575302	107297	8/3/2017	FLORENCE TRUE VALUE HARDWARE	230472	6/30/2017	Operating Supplies for SwwWTP	\$48.65
52575302	107299	8/3/2017	Harrington Industrial Plastic	016A3980	6/9/2017	SWTP Op Supplies-Pump MAG	\$2,181.92
52575302	107304	8/3/2017	SENERGY PETROLEUM LLC	353837	6/30/2017	F/C charge for April Invoice	\$17.28
52575302	107304	8/3/2017	SENERGY PETROLEUM LLC	362936	6/13/2017	Red dyed diesel #2 for Generator @ SwwWTP	\$1,174.56
52575302	107412	8/16/2017	COOLIDGE ACE HARDWARE	149603/2	7/19/2017	Blanket: Operating Supplies	\$18.04
52575302	107412	8/16/2017	COOLIDGE ACE HARDWARE	149611/2	7/19/2017	Blanket: Operating Supplies	\$2.72
52575302	107412	8/16/2017	COOLIDGE ACE HARDWARE	149621/2	7/20/2017	Blanket: Operating Supplies	\$0.96
52575302	107419	8/16/2017	Harrington Industrial Plastic	016A4467	8/4/2017	Blanket: Misc. Operating Supplies for WWTP's	\$133.79
52575302	107466	8/23/2017	FLORENCE TRUE VALUE HARDWARE	231318	8/14/2017	Blanket: Misc. Operating Supplies for WWTP's	\$123.82
52575302	107466	8/23/2017	FLORENCE TRUE VALUE HARDWARE	231322	8/15/2017	Blanket: Misc. Operating Supplies for WWTP's	\$44.83
52575302	107466	8/23/2017	FLORENCE TRUE VALUE HARDWARE	231332	8/15/2017	Blanket: Misc. Operating Supplies for WWTP's	\$9.76
52575302	107469	8/23/2017	HACH COMPANY	10568300	8/1/2017	Blanket: Misc. Operating Supplies for WWTP's	\$497.78
52575302	107498	8/23/2017	USABlueBook - ACCT 703717	321707	7/25/2017	Blanket: Misc. Operating Supplies for WWTP's	\$25.25
52575302	107498	8/23/2017	USABlueBook - ACCT 703717	325615	7/28/2017	Blanket: Misc. Operating Supplies for WWTP's	\$25.63
52575302	107498	8/23/2017	USABlueBook - ACCT 703717	326067	7/28/2017	credit tubing	(\$15.74)

52575302	107498	8/23/2017	USABlueBook - ACCT 703717	328563	8/1/2017	Blanket: Misc. Operating Supplies for WWTP's	\$501.77	
52575302	107498	8/23/2017	USABlueBook - ACCT 703717	328564	8/1/2017	Blanket: Misc. Operating Supplies for WWTP's	\$159.73	
52575302	107548	8/30/2017	HOME DEPOT CREDIT SERVICES	5901122	5/8/2017	Storage containers for WWTP's	\$80.87	
52575302	141003813	8/14/2017	HOME DEPOT CREDIT SERVICES	073117 STMT	7/12/2017	Purchase The Home Depot #0415: Workbenches for BiSulfite pump	\$164.95	
52575302	141003813	8/14/2017	T.S.C. (Tractor Supply Company)	073117 STMT	7/12/2017	Purchase Tractor Supply Co #2013 Bulldog A Frame Jack for vac trailer	\$23.37	
52575302	141003813	8/14/2017	WALMART COMMUNITY # 0005 7118	073117 STMT	7/17/2017	Purchase Wm Supercenter #2778: Operating Supplies	\$5.01	
52575304	107369	8/14/2017	Cintas Corporation Lock 696	696323587	7/5/2017	CONTRACT #7388 UNIFORM RENTAL	\$2.67	
52575304	107369	8/14/2017	Cintas Corporation Lock 696	696325859	7/12/2017	CONTRACT #7388 UNIFORM RENTAL	\$2.67	
52575304	107369	8/14/2017	Cintas Corporation Lock 696	696328121	7/19/2017	CONTRACT #7388 UNIFORM RENTAL	\$2.67	
52575304	107369	8/14/2017	Cintas Corporation Lock 696	696330378	7/26/2017	CONTRACT #7388 UNIFORM RENTAL	\$2.67	
52575304	107369	8/14/2017	Cintas Corporation Lock 696	696332619	8/2/2017	CONTRACT #7388 UNIFORM RENTAL	\$2.67	
52575304	107369	8/14/2017	Cintas Corporation Lock 696	696334877	8/9/2017	CONTRACT #7388 UNIFORM RENTAL	\$2.67	
52575310	107298	8/3/2017	HACH COMPANY	10517158	6/27/2017	Lab Supplies: TNT830	\$225.85	
52575310	107439	8/16/2017	HILL BROTHERS CHEMICAL CO,	50906841	6/30/2017	1200 gals Hypochlorite Liquid Bleach for SWWTP	\$128.60	
52575310	107470	8/23/2017	HILL BROTHERS CHEMICAL CO,	50907296	7/31/2017	1200 gallons of Hypochlorite Liquid Bleach for SWWTP	\$1,133.60	
52575310	107491	8/23/2017	SOLENIIS LLC	131186006	7/11/2017	Polymer drums for WWTP's	\$872.74	
52575310	107507	8/24/2017	HILL BROTHERS CHEMICAL CO,	50906319	5/30/2017	hypo liquid bleach for SWWTP	\$1,559.88	
52575311	107363	8/11/2017	HOME DEPOT CREDIT SERVICES	7778148	6/15/2017	Small tools: misc for SWWTP	\$27.60	
52575311	Multiple	Multiple	HOME DEPOT CREDIT SERVICES	1654820	6/21/2017	Replace PO #45722-Small Tools for SWWTP	\$13.82	
52575311	Multiple	Multiple	HOME DEPOT CREDIT SERVICES	636269	3/24/2017	Small tools: misc for SWWTP	\$39.47	
52575311	Multiple	Multiple	HOME DEPOT CREDIT SERVICES	6650082	6/16/2017	Replace PO #45722-Small Tools for SWWTP	\$19.42	
52575311	Multiple	Multiple	HOME DEPOT CREDIT SERVICES	7652859	3/27/2017	Small tools: misc for SWWTP	\$16.91	
52575311	Multiple	Multiple	HOME DEPOT CREDIT SERVICES	7717953	3/17/2017	Replace PO #45722-Small Tools for SWWTP	\$35.88	
52575311	Multiple	Multiple	HOME DEPOT CREDIT SERVICES	7738062	3/17/2017	Small tools: misc for SWWTP	\$31.98	
52575311	Multiple	Multiple	HOME DEPOT CREDIT SERVICES	8657315	3/16/2017	Replace PO #45722-Small Tools for SWWTP	\$111.16	
52575311	Multiple	Multiple	HOME DEPOT CREDIT SERVICES	9740163	3/25/2017	Small tools: misc for SWWTP	\$176.04	
52575311	Multiple	Multiple	HOME DEPOT CREDIT SERVICES	9901791	6/13/2017	Replace PO #45722-Small Tools for SWWTP	\$21.66	
52575311	Multiple	Multiple	HOME DEPOT CREDIT SERVICES	W616750439	6/28/2017	Replace PO #45722-Small Tools for SWWTP	\$78.79	
52575312	107406	8/16/2017	ARIZONA GLOVE & SAFETY	7435543	8/10/2017	Blanket: Safety Supplies needed for WWRF's	\$41.57	
52575316	107370	8/14/2017	Clemans Plumbing	6878	7/14/2017	SWWTP Facility Maintenance	\$600.00	
52575320	107378	8/14/2017	Hoffman Southwest Corporation-dba	A422182	7/18/2017	WATER DEPT BLANKET: VIDEO SERVICES	\$743.75	
52575323	141003813	8/14/2017	Foxit Corporation Incorporated	073117 STMT	7/1/2017	Foxit Software for WWTP	\$278.00	
52575335	107296	8/3/2017	Ferguson Waterworks a Wolseley Co.	301678	5/25/2017	Inverter Portable Generator for WWTP's	\$386.46	
52575406	107425	8/16/2017	PINAL CO AIR QUALITY CONTROL	2017195A	8/3/2017	SWWTP Annual Permit Fee - Permit No. S16088.000	\$3,721.00	
52575507	107306	8/3/2017	WESTLAND RESOURCES INC	48603004	6/8/2017	SU-85: Recharge Permitting and Design for SWWTP	\$6,416.84	
52575507	107553	8/30/2017	WESTLAND RESOURCES INC	48603005	6/30/2017	SU-85 Recharge Permitting & Design SWWTP/NWWTP	\$10,747.47	
							Sub Total-	\$160,197.01


Sewer Operations North Plant:

52576201	107315	8/10/2017	CENTURYLINK	WWW8356 717	7/28/2017	W/WW alarms-8356	\$62.60
52576208	107271	8/3/2017	MeHALL CONTRACTING LLC	2384	7/13/2017	Blanket: Misc. Maint/Repairs at WWTP's	\$1,975.00
52576208	107297	8/3/2017	FLORENCE TRUE VALUE HARDWARE	230301	6/22/2017	Blanket PO: Misc Repairs/Maintenance @ NWWTP	\$28.49
52576208	107297	8/3/2017	FLORENCE TRUE VALUE HARDWARE	230329	6/23/2017	Blanket PO: Misc Repairs/Maintenance @ NWWTP	\$47.53
52576208	107297	8/3/2017	FLORENCE TRUE VALUE HARDWARE	230359	6/26/2017	Blanket PO: Misc Repairs/Maintenance @ NWWTP	\$35.82
52576208	107297	8/3/2017	FLORENCE TRUE VALUE HARDWARE	230366	6/26/2017	Blanket PO: Misc Repairs/Maintenance @ NWWTP	\$38.97
52576208	107297	8/3/2017	FLORENCE TRUE VALUE HARDWARE	230422	6/28/2017	Blanket PO: Misc Repairs/Maintenance @ NWWTP	\$20.65
52576208	107297	8/3/2017	FLORENCE TRUE VALUE HARDWARE	230427	6/28/2017	Blanket PO: Misc Repairs/Maintenance @ NWWTP	\$11.13
52576208	107297	8/3/2017	FLORENCE TRUE VALUE HARDWARE	230438	6/28/2017	Blanket PO: Misc Repairs/Maintenance @ NWWTP	\$58.83
52576208	107297	8/3/2017	FLORENCE TRUE VALUE HARDWARE	230440	6/28/2017	Blanket PO: Misc Repairs/Maintenance @ NWWTP	\$92.73
52576208	107297	8/3/2017	FLORENCE TRUE VALUE HARDWARE	230463	6/30/2017	Blanket PO: Misc Repairs/Maintenance @ NWWTP	\$65.34
52576208	107297	8/3/2017	FLORENCE TRUE VALUE HARDWARE	230469	6/30/2017	Blanket PO: Misc Repairs/Maintenance @ NWWTP	\$59.87
52576208	107297	8/3/2017	FLORENCE TRUE VALUE HARDWARE	23425	6/28/2017	Blanket PO: Misc Repairs/Maintenance @ NWWTP	\$8.76
52576208	107524	8/28/2017	Geuther Electrical, LLC	2410	7/18/2017	Blanket: Misc. Repairs/Maint. at WWTP's	\$1,004.46
52576208	107524	8/28/2017	Geuther Electrical, LLC	2410	7/18/2017	Blanket: Misc. Repairs/Maint. at WWTP's	\$1,004.46
52576209	107374	8/14/2017	Day Auto Supply, Inc	721146	8/7/2017	Booster cable for WW-6	\$96.19
52576209	107374	8/14/2017	Day Auto Supply, Inc	721208	8/7/2017	Batteries for WW-6	\$276.36
52576209	107374	8/14/2017	Day Auto Supply, Inc	721247	8/8/2017	Neg battery cable for WW-6	\$67.61
52576209	107374	8/14/2017	Day Auto Supply, Inc	721248	8/8/2017	CREDIT	(\$39.13)
52576211	107271	8/3/2017	MeHALL CONTRACTING LLC	2836	7/13/2017	NWRF - Upper Clarifier Repairs	\$1,915.00
52576211	107291	8/3/2017	Casa Gande Pumping Svc., Inc	10714	6/21/2017	Sludge Hauling from NWWTP to SWWTP - Inv. 10714	\$2,300.00
52576211	107302	8/3/2017	MeHALL CONTRACTING LLC	2799	6/20/2017	NWWTP Bar Screen Clean Repair	\$1,825.00
52576211	107398	8/14/2017	Titan Machinery Inc.	9655832GP	7/25/2017	Reman-alternator for WW-22 (backhoe)	\$169.22
52576211	107423	8/16/2017	MeHALL CONTRACTING LLC	2881	8/9/2017	Repairs/Maint. to Upper Clarifier at NWWTP	\$2,375.00
52576211	107528	8/28/2017	Manatee Tire & Auto Inc., dba	170827	8/21/2017	Tires for 6 water pump trailer WW"	\$162.42
52576215	107312	8/10/2017	BIA	Jul-17	8/1/2017	21241-electric	\$4,046.99
52576217	107292	8/3/2017	CASA GRANDE COURIER, INC.	1225	6/30/2017	Courier Fees for June 2017 Water	\$836.00
52576217	107440	8/16/2017	Legend Technical Svcs., Inc.	1709878	6/30/2017	Analytical Testing for June 2017	\$1,348.00
52576301	107359	8/11/2017	Staples Business Advantage	3343462191	6/17/2017	Restock Ink/Toner	\$57.34
52576301	107359	8/11/2017	Staples Business Advantage	3343462191	6/17/2017	Desk chair for Wastewater Superintendent	\$77.34
52576301	107359	8/11/2017	Staples Business Advantage	3343462192	6/17/2017	Restock Ink/Toner	\$38.39
52576301	107359	8/11/2017	Staples Business Advantage	3344048929	6/13/2017	Restock Ink/Toner	\$60.92
52576301	107359	8/11/2017	Staples Business Advantage	3344048934	6/24/2017	Restock Ink/Toner	\$15.44
52576301	107359	8/11/2017	Staples Business Advantage	3344048935	6/24/2017	Restock Ink/Toner	\$28.06
52576302	107279	8/3/2017	THE WATER SHED	11508	7/10/2017	WATER & ICE	\$4.73
52576302	107311	8/10/2017	BEARING-BELT & CHAIN INC.	1456352	7/14/2017	C for WWTP'slarifier gear box chain for NWRF	\$202.14
52576302	107412	8/16/2017	COOLIDGE ACE HARDWARE	149603/2	7/19/2017	Blanket: Operating Supplies	\$18.05
52576302	107412	8/16/2017	COOLIDGE ACE HARDWARE	149611/2	7/19/2017	Blanket: Operating Supplies	\$2.72
52576302	107412	8/16/2017	COOLIDGE ACE HARDWARE	149621/2	7/20/2017	Blanket: Operating Supplies	\$0.96

52576302	107419	8/16/2017	Harrington Industrial Plastic	016A4467	8/4/2017	Blanket: Misc. Operating Supplies for WWTP's	\$133.79	
52576302	107498	8/23/2017	USABlueBook - ACCT 703717	321707	7/25/2017	Blanket: Misc. Operating Supplies for WWTP's	\$25.24	
52576302	107498	8/23/2017	USABlueBook - ACCT 703717	325615	7/28/2017	Blanket: Misc. Operating Supplies for WWTP's	\$25.62	
52576302	107498	8/23/2017	USABlueBook - ACCT 703717	326067	7/28/2017	Credit tubing	(\$15.73)	
52576302	107498	8/23/2017	USABlueBook - ACCT 703717	328563	8/1/2017	Blanket: Misc. Operating Supplies for WWTP's	\$501.78	
52576302	107498	8/23/2017	USABlueBook - ACCT 703717	328564	8/1/2017	Blanket: Misc. Operating Supplies for WWTP's	\$159.73	
52576302	107548	8/30/2017	HOME DEPOT CREDIT SERVICES	5901122	5/8/2017	Storage containers for WWTP's	\$80.87	
52576302	141003813	8/14/2017	T.S.C. (Tractor Supply Company)	073117 STMT	7/12/2017	Purchase Tractor Supply Co #2013 Bulldog A Frame Jack for vac trailer	\$23.36	
52576304	107369	8/14/2017	Cintas Corporation Lock 696	696323587	7/5/2017	BLANKET PO FOR FY 2017 - 2018	\$8.66	
52576304	107369	8/14/2017	Cintas Corporation Lock 696	696325859	7/12/2017	BLANKET PO FOR FY 2017 - 2018	\$6.65	
52576304	107369	8/14/2017	Cintas Corporation Lock 696	696328121	7/19/2017	BLANKET PO FOR FY 2017 - 2018	\$37.96	
52576304	107369	8/14/2017	Cintas Corporation Lock 696	696330378	7/26/2017	BLANKET PO FOR FY 2017 - 2018	\$21.20	
52576304	107369	8/14/2017	Cintas Corporation Lock 696	696332619	8/2/2017	BLANKET PO FOR FY 2017 - 2018	\$69.35	
52576304	107369	8/14/2017	Cintas Corporation Lock 696	696334877	8/9/2017	BLANKET PO FOR FY 2017 - 2018	\$1.00	
52576310	107298	8/3/2017	HACH COMPANY	10517158	6/27/2017	Lab Supplies: TNT830	\$225.84	
52576310	107463	8/23/2017	DPC ENTERPRISES, L.P.	27200897-17	8/10/2017	150 lb. CL2 Cylinders for the NWWTP	\$545.18	
52576310	107491	8/23/2017	SOLENIS LLC	131186006	7/11/2017	Polymer drums for WWTP's	\$872.74	
52576311	Multiple	Multiple	HOME DEPOT CREDIT SERVICES	1654820	6/21/2017	Replace PO #45722-Small Tools for NWWTP	\$13.82	
52576311	Multiple	Multiple	HOME DEPOT CREDIT SERVICES	636269	3/24/2017	Small tools: misc for NWWTP	\$39.47	
52576311	Multiple	Multiple	HOME DEPOT CREDIT SERVICES	6650082	6/16/2017	Replace PO #45722-Small Tools for NWWTP	\$19.42	
52576311	Multiple	Multiple	HOME DEPOT CREDIT SERVICES	7652859	3/27/2017	Small tools: misc for NWWTP	\$16.90	
52576311	Multiple	Multiple	HOME DEPOT CREDIT SERVICES	7717953	3/17/2017	Small tools: misc for SWWTP	\$35.89	
52576311	Multiple	Multiple	HOME DEPOT CREDIT SERVICES	7738062	3/17/2017	Small tools: misc for SWWTP	\$31.98	
52576311	Multiple	Multiple	HOME DEPOT CREDIT SERVICES	8657315	3/16/2017	Replace PO #45722-Small Tools for NWWTP	\$111.17	
52576311	Multiple	Multiple	HOME DEPOT CREDIT SERVICES	9740163	3/25/2017	Small tools: misc for NWWTP	\$176.05	
52576311	Multiple	Multiple	HOME DEPOT CREDIT SERVICES	9901791	6/13/2017	Replace PO #45722-Small Tools for NWWTP	\$21.67	
52576311	Multiple	Multiple	HOME DEPOT CREDIT SERVICES	W616750439	6/28/2017	Replace PO #45722-Small Tools for NWWTP	\$78.80	
52576312	107406	8/16/2017	ARIZONA GLOVE & SAFETY	7435543	8/10/2017	Blanket: Safety Supplies needed for WWRF's	\$41.57	
52576335	107296	8/3/2017	Ferguson Waterworks a Wolseley Co.	301678	5/25/2017	Inverter Portable Generator for WWTP's	\$386.46	
52576507	107288	8/3/2017	BEARING-BELT & CHAIN INC.	1454977	6/29/2017	SU-12: WWTP Expansion (N. Florence) - Bearing for Bright Belt Press	\$2,398.36	
52576507	107288	8/3/2017	BEARING-BELT & CHAIN INC.	1454976	6/29/2017	SU-12: WWTP Expansion (N. Florence) - Bearing for Bright Belt Press	\$222.91	
52576507	107306	8/3/2017	WESTLAND RESOURCES INC	48603004	6/8/2017	SU-85: Recharge Permitting and Design for NWWTP	\$1,107.25	
52576507	107357	8/11/2017	Felix Construcion Company	1683.11-01JN17	6/26/2017	SU-13: WWTP Expansion (N. Florence) - JOC with City of Peoria Contract # P13-0042 (design and construction of new facilities and rehab)	\$41,296.68	
52576507	107358	8/11/2017	Geuther Electrical, LLC	2382	6/27/2017	SU13: WWTP Expansion (N. Florence) - wiring new influent pump, dig, recept. repair, MAG meter electrical install.	\$320.00	

52576507	107358	8/11/2017	Geuther Electrical, LLC	2385	6/27/2017	SU13: WWTP Expansion (N. Florence) - wiring new influent pump, dig, recept. repair, MAG meter electrical install.	\$320.00	
52576507	107358	8/11/2017	Geuther Electrical, LLC	2390	6/27/2017	SU13: WWTP Expansion (N. Florence) - wiring new influent pump, dig, recept. repair, MAG meter electrical install.	\$240.00	
52576507	107358	8/11/2017	Geuther Electrical, LLC	2411	6/22/2017	SU13: WWTP Expansion (N. Florence) - wiring new influent pump, dig, recept. repair, MAG meter electrical install.	\$1,967.00	
52576507	107504	8/24/2017	Controlled Energy Engineers, LLC	17003-02	6/9/2017	SU-12 Prof. Serv. NWWTP Expansion-Electrical Upgrades	\$2,930.64	
52576507	107553	8/30/2017	WESTLAND RESOURCES INC	48603005	6/30/2017	SU-85: Recharge Permitting and Design for NWWTP	\$1,108.00	
52576507	107557	8/31/2017	WATER WORKS ENGINEERS, LLC	7730	6/30/2017	SU-13:WWTP Expansion-Design Concept Memo	\$2,450.00	
52576507	107557	8/31/2017	WATER WORKS ENGINEERS, LLC	7731	6/30/2017	SU-13:WWTP Exp (NFlo) NWWTP headwks	\$18,000.00	
Sub Total-								\$96,456.67
Customer Sanitation Deposits:								
53219000	107307	8/10/2017	2nd Temporary	714531	8/7/2017	Refund Sanitation Deposit	\$51.00	
53219000	107318	8/10/2017	2nd Temporary	792050	8/8/2017	Refund Sanitation Deposit	\$51.00	
53219000	107320	8/10/2017	2nd Temporary	790180	8/8/2017	Refund Sanitation Deposit	\$51.00	
53219000	107321	8/10/2017	2nd Temporary	792110	8/8/2017	Refund Sanitation Deposit	\$51.00	
53219000	107323	8/10/2017	2nd Temporary	791000	8/8/2017	Refund Sanitation Deposit	\$51.00	
53219000	107325	8/10/2017	2nd Temporary	792020	8/8/2017	Refund Sanitation Deposit	\$51.00	
53219000	107332	8/10/2017	2nd Temporary	790980	8/8/2017	Refund Sanitation Deposit	\$51.00	
53219000	107334	8/10/2017	2nd Temporary	707671	8/8/2017	Refund Sanitation Deposit	\$51.00	
53219000	107335	8/10/2017	2nd Temporary	789500	8/8/2017	Refund Sanitation Deposit	\$51.00	
53219000	107339	8/10/2017	2nd Temporary	790660	8/8/2017	Refund Sanitation Deposit	\$51.00	
53219000	107342	8/10/2017	2nd Temporary	790990	8/8/2017	Refund Sanitation Deposit	\$51.00	
53219000	107343	8/10/2017	2nd Temporary	718801	8/8/2017	Refund Sanitation Deposit	\$51.00	
53219000	107345	8/10/2017	2nd Temporary	792060	8/8/2017	Refund Sanitation Deposit	\$51.00	
53219000	107347	8/10/2017	2nd Temporary	792000	8/8/2017	Refund Sanitation Deposit	\$51.00	
53219000	107350	8/10/2017	2nd Temporary	791040	8/8/2017	Refund Sanitation Deposit	\$51.00	
53219000	107464	8/23/2017	2nd Temporary	708912	8/15/2017	Refund Sanitation Deposit	\$51.00	
53219000	107475	8/23/2017	2nd Temporary	785491	8/15/2017	Refund Sanitation Deposit	\$25.50	
53219000	107486	8/23/2017	2nd Temporary	712933	8/15/2017	Refund Sanitation Deposit	\$17.00	
Sub Total-								\$858.50
Sanitaion Operations:								
53571201	107282	8/3/2017	Verizon Wireless	9789665618	7/21/2017	Cell phones	\$48.84	
53571217	107344	8/10/2017	RIGHT AWAY DISPOSAL	1616308	8/1/2017	RAD Contact Residential	\$39,361.85	
53571217	107427	8/16/2017	RIGHT AWAY DISPOSAL	1621177	8/1/2017	RAD Contact Residential addional	\$34.30	
53571230	107411	8/16/2017	Central Az Solid Waste Inc	TOF1707	7/1/2017	LANDFILL FEES - JULY 2017	\$3,707.44	
53571230	107438	8/16/2017	Central Az Solid Waste Inc	TOF1706	6/1/2017	Py for Transfer Station Fees	\$3,048.09	
Sub Total-								\$46,200.52
BVP Grant-Bullet Proof Vest:								
250510312	107281	8/3/2017	UNIVERSAL POLICE SUPPLY INC	211117	7/17/2017	Ballistic Vest: Riccomini	\$954.41	
250510312	107352	8/10/2017	UNIVERSAL POLICE SUPPLY INC	21702	7/29/2017	Ballistic Vest: Kennard: Grant Funded	\$918.80	
Sub Total-								\$1,873.21
Anthem Slids:								
300506215	107310	8/10/2017	Arizona Public Service Company	2976311000 717	8/3/2017	SLID #1-Merrill Ranch	\$2,381.89	
301506215	107310	8/10/2017	Arizona Public Service Company	7596020000 717	8/8/2017	SLID #2 Merrill Ranch	\$2,393.27	
302506215	107310	8/10/2017	Arizona Public Service Company	2496090000 717	8/8/2017	SLID #3 Merrill Ranch	\$2,129.36	
Sub Total-								\$6,904.52
Assessment Clearing #1 & #2:								
911160000	107457	8/23/2017	2nd Temporary	181600067	8/15/2017	Overpayment	\$167.90	

911160000	107489	8/23/2017	2nd Temporary	16090012-OP	8/15/2017	Overpayment	\$66.86	
911160000	107493	8/23/2017	2nd Temporary	181600012	8/15/2017	Overpayment	\$65.38	
921160000	107485	8/23/2017	2nd Temporary	224001031-OP	8/15/2017	Overpayment	\$197.28	
							Sub Total-	\$497.42
							GRAND TOTAL-	\$1,100,800.87

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8a.
MEETING DATE: October 2, 2017 DEPARTMENT: Administration STAFF PRESENTER: Brent Billingsley, Town Manager SUBJECT: Resolution No. 1644-17: Authorization to enter into a Development Agreement with Startup Pavilion Inc. (DBA Innovation Pavilion Inc.) and Pinal County.		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input checked="" type="checkbox"/> Community Vitality <input checked="" type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input checked="" type="checkbox"/> Partnership and Relationships <input checked="" type="checkbox"/> Transportation and Infrastructure <input checked="" type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Motion to adopt Resolution No. 1644-17; A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AUTHORIZING THE TOWN OF FLORENCE TO EXECUTE A DEVELOPMENT AGREEMENT WITH STARTUP PAVILION, INC. (DBA INNOVATION PAVILION INC.) AND PINAL COUNTY TO CONSTRUCT A MIXED-USE PROJECT ON APPROXIMATELY 12 ACRES IN THE TERRITORY SQUARE DISTRICT.

BACKGROUND/DISCUSSION:

Startup Pavilion Inc. (DBA Innovation Pavilion Inc.) submitted a Development Agreement Application in July and subsequently, staff was instructed by Town Council on August 7, 2017, to commence negotiations for the development of an innovation campus.

Innovation Pavilion (IP) offers services that enhance a community's live, work, play environment by engaging niche entrepreneurial communities, developing municipal and corporate innovation projects, and increasing the available technical workforce through education. IP has, or is currently developing, innovation campuses in Centennial, Colorado; Parker, Colorado; Joliet, Illinois; and Olathe, Kansas. They seek to expand the number of campuses in communities located close to major metropolitan areas. The initial steps in establishing an innovation campus are to conduct a feasibility study with stakeholders, conduct an innovation audit with the Town, and hold community events during the first year.

The Developer intends to construct a mixed-use project on approximately 12 acres in the Heritage Square District, in concert with the North End Framework Area Master

Plan. Pursuant to A.R.S. § 9-499.10, the Town designated an Infill Incentive District (the “District”) and adopted the Town Core Infill Incentive Plan (the “Infill Plan”) to encourage redevelopment in the District by, among other activities, waiving fees for development activities and granting relief from development standards. The Project is within the District. The Town intends to use the Infill Plan in connection with this Agreement.

The Parties intend to develop the Project utilizing a pre-development phase (the “Pre-Development Phase”) and (if the predevelopment phase demonstrates that the Project is feasible) a development phase (the “Development Phase”).

Depending on the results of the Pre-Development Phase, the property will be made available to the Developer under either of two options: (i) pursuant to A.R.S. § 11-256, under which the Town will transfer the Property to the County and the County will make the Property available to the Developer pursuant to A.R.S. § 11-256 (the “County Option”), or (ii) under a Government Property Lease Excise Tax (“GPLET”) lease pursuant to A.R.S. § 42-6201 et seq (the “GPLET Option”).

The Town has determined that encouraging the development of the property pursuant to this Agreement will result in significant economic and other public purpose benefits to the Town and its residents by, among other things: (i) providing for the planning, design, engineering, construction, acquisition, and/or installation of public infrastructure in order to support anticipated development of the property and the larger area that includes the property; (ii) the development of the property in a manner consistent with the Town’s comprehensive land use plan; (iii) an increase in sales tax revenues to the Town arising from or relating to the development of the property; and (iv) the creation of new jobs and otherwise enhancing the economic welfare of the residents of the Town.

A VOTE OF NO WOULD MEAN:

A No vote would mean that negotiations with Startup Pavilion Inc. (DBA Innovation Pavilion Inc.) and Pinal County would cease and the subsequent “Pre-Development” and “Development” phases of the project would not occur.

A VOTE OF YES WOULD MEAN:

A Yes vote would start the “Pre-Development” Phase of the project in concert with the Town of Florence and Pinal County.

FINANCIAL IMPACT:

Within two business days after the effective date, and in reliance on the benefits described in the Economic Impact Report, the Town shall pay a deposit of \$66,000 to Innovation Pavilion upon signing of this agreement.

ATTACHMENTS:

Resolution No. 1644-17
Development Agreement
Exhibits A - E

RESOLUTION NO. 1644-17

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AUTHORIZING THE MAYOR TO EXECUTE A DEVELOPMENT AGREEMENT RELATING TO REAL PROPERTY FOR CONSTRUCTION OF A MIXED-USE PROJECT LOCATED ON TWELVE ACRES ON ASSESSOR PARCEL NUMBER 200-40-160.

WHEREAS, A.R.S. 9-500.05 authorizes the Town of Florence (“Town”) to enter into development agreements with persons having an interest in real property located in the Town and Developer and Town desire to enter into a development agreement; and

WHEREAS, Startup Pavilion, LLC (dba Innovation Pavilion) (“Developer”), a Delaware C company, is in the process of acquiring real property located on 12 acres of Assessor Parcel Number 200-40-160 (“Property”) and Developer intends to construct a mixed-use development on the Property; and

WHEREAS, This Development Agreement (“Agreement”) is consistent with the portions of the Town’s 2020 General Plan applicable to the Property on the date this Agreement is executed; and

WHEREAS, The Town Council, and the Town Manager, as administrator of the Town’s Infill Plan, acknowledge that this project meets the intent of the Infill Plan; and

WHEREAS, The Town Council and the Town Manager find, and the Developer acknowledges and agrees, that the project adds to the quality of life and the overall social, economic, and general well-being of the Florence community; and

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

Section 1. The Town Council approves the Town of Florence entering into the Development Agreement with Developer that shall be in substantially the form and content attached hereto as **Exhibit “1”** to this Resolution and incorporated herein by this reference, after it has been executed by all other parties.

Section 2. The Mayor of the Town of Florence is authorized to execute the Development Agreement and any related documents for and on behalf of the Town of Florence.

Section 3. The Town Clerk is hereby directed to record the Development Agreement with the Pinal County Recorder no later than ten (10) days after the Town enters into the Agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, this 2nd day of October 2017.

Tara Walter, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

WHEN RECORDED, RETURN TO:

Town of Florence
Attn: Town Clerk
P.O. Box 2670
775 North Main Street
Florence, AZ 85132

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "**Agreement**") is entered into as of the ____ day of _____, 2017 (the "**Effective Date**"), by and between the TOWN OF FLORENCE, an Arizona Municipal Corporation (the "**Town**"), Pinal County, a political subdivision of the State of Arizona (the "**County**") and Startup Pavilion Inc., DBA Innovation Pavilion Inc., a Delaware C corporation (the "**Developer**"). The Town, the County and the Developer are sometimes referred to herein collectively as the "**Parties**," or individually as a "**Party**."

RECITALS

- A. The Developer intends to construct a mixed-use project on approximately 12 acres known as "Project Centennial" and more fully described and depicted on **Exhibit "A"** attached hereto (the "**Project**"). Pursuant to A.R.S. § 9-499.10, the Town designated an Infill Incentive District (the "**District**") and adopted the Town Core Infill Incentive Plan (the "**Infill Plan**") to encourage redevelopment in the District by, among other activities, waiving fees for development activities and granting relief from development standards. The Project is within the District. The Town intends to use the Infill Plan in connection with this Agreement.
- B. The Parties intend to develop the Project utilizing a pre-development phase (the "**Pre-Development Phase**") and (if the predevelopment phase demonstrates that the Project is feasible) a development phase (the "**Development Phase**").
- C. Developer is interested in developing a parcel of real property, currently owned by the Town of Florence, located north of the Florence Community Center, in the Town of Florence, Arizona, and as more particularly described in **Exhibit "B"** attached hereto and incorporated herein by this reference (the "**Property**").
- D. Depending on the results of the Pre-Development Phase, the Property will be made available to the Developer under either of two options: (i) pursuant to A.R.S. § 11-256, under which the Town will transfer the Property to the County and the County will make the Property available to the Developer pursuant to A.R.S. § 11-256 (the "**County Option**"), or (ii) under a Government Property Lease Excise Tax ("**GPLET**") lease pursuant to A.R.S. § 42-6201 *et seq* (the "**GPLET Option**").

- E. The Town has determined that encouraging the development of the Property pursuant to this Agreement will result in significant economic and other public purpose benefits to the Town and its residents by, among other things: (i) providing for the planning, design, engineering, construction, acquisition, and/or installation of public infrastructure in order to support anticipated development of the Property and the larger area that includes the Property; (ii) the development of the Property in a manner consistent with the Town's comprehensive land use plan; (iii) an increase in sales tax revenues to the Town arising from or relating to the development of the Property; and (iv) the creation of new jobs and otherwise enhancing the economic welfare of the residents of the Town.
- F. If the parties elect to pursue the County Option, the County is willing to provide assistance for this Project by taking title to the Property and leasing and conveying the Property to the Developer (if the option set forth in Section 3.1.1 is exercised) as authorized pursuant to A.R.S. § Section 11-256.
- G. The Parties understand and acknowledge that the Town seeks assurances from the Developer that the Developer will develop the Property in accordance with the "Plan of Development" (as generally indicated in **Exhibit "C"** and defined in Section 3.4.1 below).
- H. The Parties understand and acknowledge that this Agreement is a "Development Agreement" within the meaning of and entered into pursuant to the terms of A.R.S. § 9-500.05, in order to facilitate the proper development of the Property by providing for, among other things: (i) conditions, terms, restrictions and requirements for the Property by the Town; (ii) conditions, terms, restrictions and requirements for the construction and installation of public services/infrastructure improvements; (iii) the permitted uses for the Property; (iv) the density and intensity of such uses; (v) lot coverage and land disturbance requirements; and (vi) other matters related directly or indirectly to the development of the Property. The terms of this Agreement shall constitute covenants running with the Property as more fully described in this Agreement.
- I. The Property currently has Territory Square Zoning. Any improvements will be required to be consistent with the zoning district. The Town acknowledges that the Project is consistent with the zoning district, but development of the Project shall be in accordance with all applicable law.
- J. The Town and the Developer acknowledge and agree that the Project meets the goals and objectives of the Town Core Infill Incentive Plan and A.R.S. § 9-499.10.
- K. The Parties acknowledge that the Project adds to the quality of life and the overall social, economic, and general well-being of the Florence community.
- L. The Town acknowledges that portions of the public services/infrastructure improvements necessary for the Project may be provided as part of the early

stages of the Development Phase of Project, prior to the time when such public services/infrastructure improvements would otherwise be required to serve completed phases of the development within the Property, and therefore prior to the time Developer might otherwise be required to provide or contribute to the cost of same and prior to the time that the expense of such public services/infrastructure improvements otherwise would be justified by the phasing of development of the Property. Developer is willing to provide such public services/infrastructure improvements earlier than otherwise required for its private development of the Property. The timeline for the Town and the Developer to provide these improvements is included in **Exhibit “C”**.

- M. The Town, the County and Developer, in reliance on the Innovations Pavilion Economic and Fiscal Impacts – Initial Estimates Memorandum, dated August 9, 2017, attached hereto as **Exhibit “D”** (the “**Economic Impact Report**”) hereby acknowledge and agree that Developer’s obligation to develop the Project will result in significant direct and indirect benefits accruing to the Town, the County and the general public, including, without limitation according to the Plan of Development as described in **Exhibit “C”**. All of the foregoing will result in increased tax revenues and opportunities for employment within the Town, and will otherwise improve and enhance the economic welfare and quality of life for the inhabitants of the Town. Town has therefore agreed to waive certain Town-imposed fees associated with the planning and construction of the Project and grant relief from certain standards in the Town’s Development Code, on strict compliance with the terms of this Agreement. If the Parties elect to pursue the GPLET Option, the Economic Impact Report shall be updated to comply with A.R.S. § 42-6206.
- N. This Agreement is consistent with the Town of Florence 2020 General Plan, the North End Framework Area Master Plan, the Property’s Zoning and the Infill Plan.

AGREEMENTS

NOW THEREFORE, in consideration of the above premises, the promises contained in the Agreement, the fees, construction sales and transaction privilege taxes and other revenues that will be received by Town as a result of the completion of the Project, the other economic benefits to be derived by the Town and its residents during the term of this Agreement by reason of the development of the Project and Developer’s performance hereunder, and for other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties hereto agree as follows:

ARTICLE I **DEFINITIONS**

In addition to words and terms defined elsewhere herein, the following terms shall have the meanings set forth below whenever used in this Agreement, except where the context clearly indicates otherwise:

- 1.1 **“BAP”** has the meaning set forth in Section 2.3.5.
- 1.2 **“Certificate of Occupancy”** means a final Certificate of Occupancy for each phase of the Project, or portions thereof, issued by the Community Development Department of the Town of Florence.
- 1.3 **“Commencement of Construction”** or any grammatical derivation thereof, means (a) the obtaining of building permits and (b) actual commencement and diligent pursuit of the work described in each such permit.
- 1.4 **“Contractor Immigration Warranty”** has the meaning set forth in Section 7.33.2.
- 1.5 **“County”** means Pinal County, a political subdivision of the State of Arizona.
- 1.6 **“County Option”** has the meaning set forth in Recital D.
- 1.7 **“Developer”** means Startup Pavilion Inc., a Delaware C corporation and its permitted successors and assigns.
- 1.8 **“Developer Financed Improvements”** has the meaning set forth in Section 2.3.3.
- 1.9 **“Development Election Date”** has the meaning set forth in Section 2.3.6.
- 1.10 **“Development Phase”** has the meaning set forth in Recital B.
- 1.11 **“Feasibility Study”** has the meaning set forth in Section 2.3.3.
- 1.12 **“GPLET”** has the meaning set forth in Recital D.
- 1.13 **“GPLET Amended Development Agreement”** has the meaning set forth in Section 3.1.2.
- 1.14 **“GPLET Lease”** has the meaning set forth in Section 3.1.2.
- 1.15 **“GPLET Option”** has the meaning set forth in Recital D.
- 1.16 Reserved
- 1.17 **“Main Street Extension”** has the meaning set forth in Section 3.5.2.
- 1.18 **“Outside Review Agency”** has the meaning set forth in Section 3.4.3.
- 1.19 **“Party” or “Parties”** has the meaning in the preamble.

- 1.20 “**Phase One**” has the meaning set forth in Section 2.3.3.
- 1.21 “**Phases**” has the meaning set forth in Section 3.2.
- 1.22 “**Plan of Development**” or “**Schedule of Performance**” has the meaning set forth in Exhibit “C” and Section 3.4.1.
- 1.23 “**Pre-Development Phase**” has the meaning set forth in Recital B.
- 1.24 “**Preliminary Feasibility Study**” has the meaning set forth in Section 2.3.3.
- 1.25 “**Project**” shall mean the mixed use development known as Innovation Pavilion described on **Exhibit “A”**, to be constructed in “Phases” as described in said Exhibit attached hereto and incorporated by this reference. It is noted that, at the time of this Agreement, there is only a detailed Plan of Development for Phase One. Future phases shall be in compliance with the Property’s Zoning and consistent with Plan of Development.
- 1.26 “**Project Community Manager**” has the meaning set forth in Section 2.3.1.
- 1.27 “**Property**” shall mean that certain real property referred to in Recital B and described in **Exhibit “B”** attached hereto and incorporated by this reference.
- 1.28 “**Public Improvements**” means all improvements which may be constructed from time to time on the Property as part of the Project, including, without limitation, all tenant improvements, utilities, driveways, parking areas, walls, landscaping and other improvements of any type or kind to be built by Developer.
- 1.29 Reserved
- 1.30 “**Schedule of Deliverables**” has the meaning on Exhibit E.
- 1.31 “**Services**” has the meaning set forth in Section 7.33.7.
- 1.32 “**Town**” means the Town of Florence, an Arizona Municipal Corporation, and any successor public body or entity.
- 1.33 “**Town Council**” has the meaning set forth in Section 2.2.
- 1.34 “**Updated Economic Impact Report**” has the meaning set forth in Section 3.1.2.
- 1.35 “**Zoning Ordinance**” has the meaning set forth in Section 3.4.1.

ARTICLE II DEVELOPMENT PLAN

2.1. **Incorporation of Recitals and Exhibits.** The foregoing Recitals are true and correct and, together with all Exhibits attached hereto and referenced herein, are incorporated by this reference as if fully set forth herein.

2.2. **Term and Effective Date.** The Developer, its successors and assigns, shall have the right to implement development on the Property in accordance with this Agreement for a period of fifteen (15) years from the date this Agreement is approved by the Mayor and Town Council of the Town (the “**Town Council**”) and the County Board of Supervisors, at which time this Agreement shall automatically terminate as to the Property without the necessity of any notice, agreement or recording by or between the Parties (the “**Term**”); provided that provisions of this Agreement that specifically survive the termination of this Agreement shall remain in full force and effect, subject only to the termination provisions herein specifically related thereto.

2.3. **Pre-Development Phase.**

2.3.1 **Stakeholders Meetings.** No later than ninety (90) days following the Effective Date, the Developer shall provide a person who will work in Pinal County who shall serve as the “**Project Community Manager.**” The Project Community Manager shall start convening local stakeholders meeting within 180 days after the Effective Date. The Developer will conduct no less than fifteen (15) stakeholders’ meetings to address the issues set forth in the “**Schedule of Deliverables**” attached as **Exhibit “E”**. Capitalized terms used in this Section 2.3 that are not otherwise defined shall have the meaning set forth in “Exhibit E”.

2.3.2 **Initial Development Milestones.** No later than one (1) year following the Effective Date, the Developer shall have:

- a. contracted with a real estate developer for the Project;
- b. completed a Corporate Innovation Analysis, Inventory and Plan;
- c. completed a SMART-City Analysis, Inventory and Plan;

2.3.3 **Feasibility Study for Phase One of Pre - Development Phase.** No later than nine (9) months after the Effective Date, the Developer shall have completed a preliminary project feasibility study (the “**Preliminary Feasibility Study**”) to establish regional corporate innovation opportunities. At a minimum, the Feasibility Study shall include the items set forth below:

- a. identified tenants for the Project;
- b. completed a financial proforma for the Project;
- c. completed site plan for the Project;
- d. completed “Innovate Florence Report;”
- e. A plan of activities and initiatives with a timeline and development objectives;
- f. A list of potential initiatives for government innovation;

- g. An inventory of local/regional corporations and assess need for corporate innovation services and infrastructure;
- h. A plan for business attraction and innovation practices;
- i. An inventory of education sector stakeholders that produce high tech workforce;
- j. Explore the possibility of a STEM school within the innovation campus; and

The Developer shall submit the Preliminary Feasibility Study to the Town for review and comment. The Town shall provide comments to the Developer within thirty (30) following the Town's receipt of the Preliminary Feasibility Study. The Developer shall address Town comments and provide a final Feasibility Study (the "**Feasibility Study**") to the Town and County no later than sixty (60) days after the feedback. The Feasibility Study shall include a detailed phasing plan that identifies site and infrastructure public improvements (collectively, the "**Developer Financed Improvements**"), including an analysis of necessary public improvements to be provided in connection with the first phase of the Project ("**Phase One**").

2.3.4 Town Obligations During Pre-Development Phase. In connection with the Pre-Development Phase, the Town shall provide introductions to stakeholders and shall provide office space for Developer to operate until an innovation campus is built. Within two (2) business days after the Effective Date, and in reliance on the benefits described in the Economic Impact Report, the Town shall pay Sixty-Six Thousand Dollars (\$66,000) to Innovation Pavilion upon signing of this Agreement.

2.3.5 County Obligations During the Pre-Development Phase. In connection with the Feasibility Study and in reliance on the benefits described in the Economic Impact Report, pursuant to the Pinal County Business Assistance Program (the "**BAP**"), the County shall reimburse Developer for all expenses eligible for reimbursement under the BAP which are incurred by Developer after the Effective Date. Total reimbursements to Developer from the BAP shall not exceed One Hundred Thousand Dollars (\$100,000). Developer may submit a request for reimbursement for expenses eligible under the BAP following the Developer's accomplishment of all obligations under Section 2.3.3 of this Agreement. The County shall reimburse Developer for expenses eligible under the BAP within thirty (30) days following the submission of a paid invoice for the costs to be reimbursed and supporting documentation evidencing such expenses. It is understood by all parties, that any BAP funds provided to the Developer during the Pre-Development Phase shall be refunded to the County if the Development Phase is not completed within sixty (60) months of the Effective Date. The Developer shall reimburse the County within thirty (30) days of the sixty (60) month deadline.

2.3.6 Decision to Proceed to Development Phase. Following the submission of the Feasibility Study, the Parties shall meet to discuss the implementation of the Feasibility Study. If all three Parties agree to proceed to the Development Phase, the parties shall elect to proceed to the Development Phase (the "**Development Election Date**") and shall undertake the obligations of Article III of this Agreement. If all three

parties do not agree to the proceed to the Development Phase, this Agreement shall terminate. The Development Phase shall commence on the Development Election Date if the parties agree to proceed to the Development Phase.

2.3.7 Town/County Development Partnership. Prior to the Development Election Date, and depending on the alternative selected by the Developer, the County and the Town will enter negotiations on an agreement to convey real property and potentially develop a joint facility adjacent to the Property. As such, all parties acknowledge a desire to partner and to support the County Option described in Section 3.1.1, if necessary.

ARTICLE III **DEVELOPMENT MATTERS**

3.1. **County Option versus GPLET Option**. If the Parties elect to proceed with the Development Phase, the Town and the Developer must elect to proceed under either the County Option or the GPLET Option.

3.1.1 County Option. If the Town and the Developer elect to proceed under the County Option, the Town and Developer provide the County written notice of such election and within two (2) business days after such notice the Town shall convey the Property to the County in consideration of the County agreeing to enter into a “**Lease Option Agreement**” with the Developer in a form acceptable to the County, the Town and the Developer and promptly thereafter the County shall enter into the Lease Option Agreement with the Developer. The terms of the Lease Option Agreement shall comply with A.R.S. § Section 11-256.

3.1.2 GPLET Option. If the Town and the Developer elect to proceed under the GPLET Option, the Town shall order an amendment to the Economic Impact Report. Following the completion of such amendment (the “**Updated Economic Impact Report**”), and assuming the Updated Economic Report complies with the requirements of A.R.S. § 42-6201 *et seq.*, the Town and the Developer shall negotiate in good faith an amendment to this Agreement (the “**GPLET Amended Development Agreement**”) as may be required to satisfy the requirements of A.R.S. § 42-6201 *et seq.* and a GPLET Lease in a form acceptable to the County, the Town and the Developer (the “**GPLET Lease**”). Thereafter, and prior to Town Council approval of the GPLET Amended Development Agreement and the GPLET Lease, the Town shall issue the notices as required by A.R.S. § 42-6206.

3.2 **Schedule of Performance**. Town and Developer intend that the Project shall be developed pursuant to, and in accordance with, the description and the Schedule of Performance attached hereto as part of the Plan of Development (**Exhibit “C”**). It is understood by the parties that the Project may be developed in phases (collectively, the “**Phases**”) as set forth on “Exhibit C”. Completion of construction and Acceptance of the final Phase of the Project shall occur no later than fifteen (15) years after the Effective Date. Phase One and each Phase thereafter must include necessary public

services/infrastructure improvements as required by the Town. As a condition to the Town's obligations to fund the public improvements set forth in Section 3.5, the Developer must complete the Developer Financed Improvements on or before the dates required by Schedule of Performance or provide financial assurance in form, substance and amount acceptable to the Town.

3.3. Compliance with Schedule of Performance. If the Developer fails to comply with the Schedule of Performance, upon ninety (90) days written notice by the Town to the Developer, this Agreement shall automatically terminate as to any Phase not completed as of the date of such notice.

3.4 Development Standards.

3.4.1. Plan of Development. The various exhibits attached hereto and this Agreement collectively constitutes a "**Plan of Development**" (herein so called) which includes modifications to the Town of Florence Land Development Code (the "**Zoning Ordinance**"). It is the intent of the Parties that the Project be constructed in accordance with the Zoning Ordinance as amended by the terms of this Agreement. This Agreement is limited in scope in that its sole purpose is to allow for the limited set of modifications to the Zoning Ordinance as set forth herein. All public improvements must meet or exceed Town, county, state, and federal design requirements.

3.4.2. Approvals. The Town agrees that, in connection with all requests for approval relating to the Project that no extraordinary plan or review requirements will be imposed on Developer; provided however, that nothing herein shall preclude Town from the reasonable exercise of its normal review processes and other governmental functions within its police powers. Developer additionally agrees and acknowledges that the Town may exercise its discretion in the manner provided by law. The Town acknowledges that it will use good faith efforts to expedite Town approvals.

3.4.3 Plan Submittal. Developer shall submit all plats and plans to the Town. Development of the Property cannot occur until the Town has concurred that the plans comply with Town standards. Town shall review said plans and provide Developer with its comments on these submittals in a reasonably timely manner, and may retain the services of a private company or individual ("**Outside Review Agency**") to provide expedited development review processes upon the request of Developer. The Town and Developer shall mutually agree on the Outside Review Agency selected from the Town's procurement list. The fee for such expedited review shall be double the then existing fee, except as otherwise stated herein.

3.4.4. Further Council Approval. The Parties hereby agree and understand that, subsequent to the execution of this Agreement, and based upon the Town's review and due consideration, including without limitation, the conduct of the requisite public hearings, the Town Council shall consider approval of all actions required to be considered under this Agreement.

3.4.5. Dedications. Multiple dedications of easements and rights-of-way are required for the Project and such shall be done in accordance with usual and customary codes and procedures. This includes, but is not limited to, utility easements, access easements and on and off-site right-of-way dedications.

3.5 Improvements. In order to satisfy minimum code requirements on-site and off-site improvements will be required as part of this Project, but only undertaken by the Town as and when the Developer satisfies the Developer Financed Improvements as required by the Schedule of Performance.

3.5.1 The Town has determined that the existing public water transmission and wastewater collection systems that serve the Property are currently not adequate to serve Phase One of the Project, which consists of approximately twelve acres, up to three buildings, and related site improvements. The Town will be responsible for conducting the water/sewer utility needs analysis and designing the necessary improvements for Phase One. The analysis and design is estimated to cost the Town not to exceed approximately \$100,000. The Town will also be responsible for constructing the necessary off-site improvements necessary for Phase One. The improvements are estimated to cost not to exceed approximately \$700,000. Dependent on technical analysis, the Developer may need to design, construct, and dedicate public water and wastewater improvements with future phases. Required future public utility improvements will be allocated among Phases based on technical analysis and as approved by the Town Engineer. The cost of such future public water and wastewater improvements shall be paid by Developer.

3.5.2 The Town has determined that the existing pavement cross-sections (“**Main Street Extension**”), access points, and turn lanes that serve the Property are not adequate to serve the Phase One of the Project. The Main Street Extension does not include necessary drainage, ADA, or multimodal improvements required for the Project or any modifications required by the approved Traffic Impact Study for the Project. The Town will be responsible for completion of a Traffic Impact Analysis (“**TIA**”) for the Project, consistent with Town guidelines. The TIA is estimated to cost not to exceed approximately \$30,000, and an outside consultant will be hired to complete the TIA for the Project. The Town will assist with design, construction, and dedication of the transportation improvements necessary for Phase One, and such improvements shall be as determined by the Town Engineer. The improvements are estimated to cost not to exceed approximately \$1,300,000, but the Town shall have no obligation to fund any amounts set forth in this Section 3.5 unless the Developer satisfies the Developer Financed Improvements as and when required by the Schedule of Performance.

3.5.3 If necessary for Phase One or any subsequent phases, the Developer will design, construct, and dedicate all necessary transportation improvements per the approved Traffic Impact Analysis for the Project.

3.5.4 The Developer shall design and install commercial fire sprinkler systems for all proposed commercial buildings to be constructed on the Property.

3.5.5 Dependent on technical analysis and at the sole discretion of the Town Engineer, the Town will consider the use of alternative surfacing materials for on-site parking areas and internal circulation routes to accommodate the party's architectural expectations while not deviating from Federal, state, county and local codes and standards including ADA, MAG, and IBC. Any alternative materials use for access roads, walkways and/or parking shall be maintained to codes in perpetuity.

3.5.6 Traffic Impact Analysis. The Town will provide the TIA for Phase One and shall provide improvements in connection with the TIA pursuant to Section 3.5.2 of this Agreement. All other improvements required by the TIA shall be paid by the Developer and the Developer shall otherwise satisfy all stipulations required by the Town as a result of the TIA prior to the issuance of a Certificate of Occupancy ("**C of O**") for each Phase of the Project. The TIA will require future updates when local and regional impacts if the Project are determined. The Developer shall pay for any future TIA update and improvements related thereto. Public improvements may include but are not limited to widening, street lighting, turn lanes, deceleration lanes, multimodal improvements, traffic control, and curb and gutter, all of which shall be funded by the Developer.

3.5.7 Flood Control. Development of the Property shall comply with the requirements of the United States Army Corp of Engineers (USCOE), Federal Emergency Management Agency (FEMA), and all applicable state and local laws, regulations and ordinances, and to the extent they are not superseded by the requirements of the USCOE, FEMA, or state and local laws, regulations and ordinances. Developer agrees to comply with all laws, regulations, ordinances or requirements of any governmental entity, including the Florence Flood Control District.

3.5.8 Expedited Plan Review. The Town has agreed to expedite, at no added cost to the Developer, all building safety and fire safety plan reviews and inspections on Phase One of the Project.

3.5.9 Filing, Inspection, Review, Development Impact, and Permit Fees. State Statutes and the Town's Development Code define how Development Impact Fees ("**DIF**") are collected and correlated with the approved Infrastructure Improvement Plan ("**IIP**"). For Phase One of the Project, the Town agrees that one half (1/2) of the calculated Development Impact Fees shall be paid at the time of issuance of any building permit and the second one half (1/2) shall be paid prior to issuance of a Certificate of Occupancy for the first structure on-site. This obligation shall be done in accordance with all applicable laws. In good faith, in the spirit of cooperation regarding the infrastructure required for this Project, and in reliance on the benefits described in the Updated Economic Impact Report the Town agrees to waive fees and amounts set forth below for Phase One, but all such fees and amounts are estimates and subject to change.

- a. The legal review deposit for the Development Agreement application.
(\$1,000)
- b. Engineering report reviews (\$1,500)

- c. Easement dedication fees associated with the project. (\$400)
- d. Water main/service inspection (\$481)
- e. Sewer main/service inspection (\$275)
- f. Water tap (\$825)
- g. Sewer tap (\$950)
- h. Water meter (\$1,050)
- i. Tap water main/shut down (\$350)
- j. ½ of the fire sprinkler fee for Public Works. (\$2,500)
- k. Fire sprinkler inspection for Fire Department (\$850)
- l. Fire flow testing by the Fire Department. (\$240)

3.6. **Other Incentives**. In addition, the Town will consider the incentives listed below which (if agreed upon by the Town and the Developer) shall be included in an amendment to this Agreement to be negotiated in good faith by the Town and the Developer following the Development Election Date.

- a. New Markets Tax Credits (NMTC) assistance
- b. U.S. Department of Agriculture (USDA-RD) Rural Development funding
- c. Arizona Commerce Authority (ACA)
- d. Economic Development Administration (EDA) Grants
- e. Retail sales tax abatement
- f. Utility rebates

The Developer shall pay all other current applicable filing fees, plan review fees, permit fees and building fees in effect at the time of issuance of any filing, review or permit issuance.

3.7 **Deviations from Subdivision Ordinance, Zoning Ordinance and Other Codes.**

3.7.1. **Setbacks**. The Project will comply with applicable setback requirements for the Territory Square Zoning District.

3.7.2. **Subdivision of Property**. The Project will consist of approximately 12 acres. All subdivisions shall be done in accordance with applicable codes and procedures.

3.7.3. **Building Height**. The Territory Square Zoning District allows for a building height on the Project of up to sixty (60) feet for all commercial uses. The Town commits to not changing the building height requirements on the Property without the consent of the Developer.

3.8 **General Cooperation**. Town and Developer acknowledge and agree that they shall cooperate in good faith with each other and use their respective good-faith and commercially reasonable efforts to pursue the Project as contemplated by this

Agreement. Town agrees to use its reasonable best efforts to assist Developer or its affiliates with other governmental agencies as appropriate, including the State of Arizona Department of Transportation and any state or local agencies whose approvals are required for the Project.

ARTICLE IV **REPRESENTATIONS**

4.1 **Town Representations.** The Town represents and warrants to the Developer that:

4.1.1 The Town's execution and delivery of this Agreement have been duly authorized and agreed to in compliance with the requirements of the Town of Florence Town Code.

4.1.2 All consents and approvals necessary to the execution and delivery of this Agreement by the Town have been obtained, and no further action needs to be taken in connection with such execution, delivery and performance.

4.1.3 The Town will execute and acknowledge when appropriate all documents and instruments and take all reasonable actions necessary to evidence and implement this Agreement.

4.1.4 The execution and delivery of this Agreement by the Town is not prohibited by, and does not conflict with, any other agreements, instruments or judgments or decrees to which the Town is a party or is otherwise subject.

4.1.5 The Town has been assisted by legal counsel of its own choosing in connection with the preparation and execution of this Agreement.

4.2. **Developer Representations.** The Developer represents and warrants to the Town that:

4.2.1 The Developer has the full right, power and authorization to enter into this Agreement and to perform its obligations and undertakings under this Agreement, and the execution, delivery and performance of this Agreement by the Developer has been duly authorized and agreed to in compliance with the organizational documents of the Developer.

4.2.2 All consents and approvals necessary to the execution, delivery and performance of this Agreement have been obtained, and no further action needs to be taken in connection with such execution, delivery and performance.

4.2.3. The Developer will execute and acknowledge when appropriate all documents and instruments and take all actions necessary to implement, evidence and enforce this Agreement.

4.2.4 As of the Effective Date, the Developer knows of no litigation, proceeding, or investigation pending or threatened against or affecting the Developer, which could have a material adverse effect on the Developer's performance under this Agreement that has not been disclosed in writing to the Town.

4.2.5 This Agreement (and each undertaking of the Developer contained herein) constitutes a valid, binding and enforceable obligation of the Developer, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditors' rights and by equitable principles, whether considered at law or in equity. The Developer will, at its sole cost and expense, defend the validity and enforceability of this Agreement and each of its terms in the event of any proceeding or litigation which challenges the validity or enforceability of any provisions of this Agreement or the authority of the Developer or the Town to enter into or perform any provision under this Agreement and shall indemnify the Town against any cost, expense, liability or judgment (including attorneys' fees, court costs and expert witnesses) incurred by the Town in connection with any such litigation or proceeding. The severability and reformation provisions of Section 7.9 shall apply in the event of any successful challenge to this Agreement.

4.2.6 The execution, delivery and performance of this Agreement by the Developer is not prohibited by, and does not conflict with, any other agreements, instruments, judgments or decrees to which the Developer is a party or to which the Developer is otherwise subject.

4.2.7 The Developer has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement other than normal costs of conducting business and costs of professional services such as the services of architects, engineers and attorneys.

4.2.8 The Developer has been assisted by legal counsel of its own choosing in connection with the preparation and execution of this Agreement.

ARTICLE V **EVENTS OF DEFAULT; REMEDIES**

5.1 **Events of Default by the Developer.** Default or Event of Default (each respectively herein so called) by the Developer under this Agreement shall mean one or more of the following:

5.1.1 Any representation or warranty made in this Agreement by the Developer was materially inaccurate when made or shall prove to be materially inaccurate during the Term;

5.1.2 The Developer fails to comply with any dates established herein for any required actions of the Developer hereunder, for any reason other than an Enforced Delay;

5.1.3 Foreclosure (or deed in lieu of foreclosure) upon any mechanic's, materialmen's or other lien on the Project prior to Completion of construction or upon any improvements on the Project, but such lien shall not constitute a Default if the Developer deposits in escrow sufficient funds to discharge the lien or otherwise bonds over such liens in an customary fashion and maintain such deposit during the pendency of litigation;

5.1.4 The Developer intends to bring joint venture partners to this development project and this agreement may be transferred to new joint ventures or newly formed LLC companies in parts or in whole.

5.1.5 It shall be a default hereunder if: (i) any petition or application for a custodian, as defined by Title 11, United States Code, as amended from time to time (the "Bankruptcy Code") or for any form of relief under any provision of the Bankruptcy Code or any other law pertaining to reorganization, insolvency or readjustment of debts is filed by or against Developer or any partnership of which Developer is a partner, their respective assets or affairs, and such petition or application is not dismissed within ninety (90) days of such filing; (ii) Developer makes an assignment for the benefit of creditors, is not paying material debts as they become due, or is granted an order for relief under any chapter of the Bankruptcy Code; (iii) a custodian, as defined by the Bankruptcy Code, takes charge of any property of Developer or any property of any partnership of which Developer is a partner; (iv) garnishment, attachment, levy or execution in an amount in excess of an amount equal to ten percent (10%) of its net worth is issued against any of the property or effects of Developer, or any partnership of which Developer is a partner, and such issuance is not discharged or bonded against within ninety (90) days; (v) the dissolution or termination of existence of Developer unless its successor by transfer or operation of law is continuing the business of operating the Project; or (vi) there is a material false statement or material breach of any representation, warranty or covenant, or there is a material false statement or material omission, by Developer under any other document forming part of the transaction in respect of which this Agreement is made.

5.2 **Events of Default by the Town.** Default or an Event of Default by the Town under this Agreement shall mean one or more of the following:

5.2.1 Any representation or warranty made in this Agreement by the Town was materially inaccurate when made or shall prove to be materially inaccurate during the Term; or

5.2.2 The Town fails to observe or perform any other material covenant, obligations or agreement required of it under this Agreement.

5.3 **Grace Periods, Notice and Cure.** Upon the occurrence of an Event of Default by any Party, such Party shall, upon written notice from a non-defaulting Party, proceed immediately to cure or remedy such Default and, in any event, such Default shall be cured within thirty (30) days (or twenty (20) days in the event of a monetary default) after receipt of such notice, or, if such Default is of a nature that is not capable of being cured within

thirty (30) days shall be commenced within such period and diligently pursued to completion, such total cure period not to exceed ninety (90) days after transmission of such written notice of default.

5.4 **Remedies on Default.** Whenever any Event of Default occurs and is not cured (or cure undertaken) in accordance with Section 5.3 of this Agreement, the non-defaulting Party may take any of one or more of the following actions:

5.4.1 **Remedies of the Town.** The Town's remedies shall include, but not be limited to, the following:

(a) If an Event of Default by the Developer occurs prior to completion of construction and with respect to the Developer's obligation to construct or develop any Public Improvements in accordance with the terms of this Agreement, the Town may suspend any or all of its obligations under this Agreement during the period of the Default. If the Default has not been cured within the applicable cure period set forth in Section 5.3, the Town may (but is not obligated to) terminate this Agreement by written notice of such termination to the Developer.

(b) If an Event of Default by the Developer occurs at any, whether prior to or after completion of construction of Public Improvements, the Town may seek special action or other similar relief (whether characterized as mandamus, injunction or otherwise), requiring the Developer to undertake and to fully and timely perform its obligations under this Agreement, including, but not limited to, completion of construction of any Public Improvements required hereby or referenced herein, injunctive relief to address a public safety concern or to enjoin any construction or activity undertaken by the Developer which is not in accordance with the terms of this Agreement.

(c) If an Event of Default by the Developer occurs with respect to Developer's obligations to cause the completion of construction of any Public Improvements referenced herein or required hereby, Developer shall be deemed to have assigned its rights under the construction contract or contracts related thereto to the Town; and the Town may thereafter: (i) cause the completion of such public improvements in accordance with the terms of said construction contract(s), in which event the Town may "call" (or otherwise seek to recover the amounts described therein) the letter of credit (or other accepted form of financial assurance provided by Developer) for all amounts expended by the Town or otherwise incurred in connection with such Default; or (ii) bring an action against Developer seeking to recover all of the Town's actual damages incurred by the Town in connection with such Default, including but not limited to all amounts incurred to cause the completion of construction of such Public Improvements by the Town, or in excess of any amounts received or recovered pursuant to the letter of credit (or other accepted form of financial assurance).

(d) If an Event of Default occurs at any time with respect to any indemnity obligation of the Developer, the Town shall have all rights available at law, in equity and pursuant to this Agreement, including the right to seek and obtain actual and consequential damages.

5.4.2 **Remedies of the Developer.** The Developer's exclusive remedies shall consist of, and shall be limited to, the following:

(a) If an Event of Default by the Town occurs at any time, whether prior to or after completion of construction and with respect to the Developer's obligation to construct or develop any public improvements in accordance with the terms of this Agreement, the Developer may seek special action or other similar relief (whether characterized as mandamus, injunction or otherwise), requiring the Town to undertake and to fully and timely perform its obligations under this Agreement.

5.5 **Delays; Waivers.** Except as otherwise expressly provided in this Agreement, any delay by any Party in asserting any right or remedy under this Agreement shall not operate as a waiver of any such rights or limit such rights in any way; and any waiver in fact made by such Party with respect to any Default by the other Party shall not be considered as a waiver of rights with respect to any other Default by the non-defaulting Party or with respect to the particular Default except to the extent specifically waived in writing. It is the intent of the Parties that this provision will enable each Party to avoid the risk of being limited in the exercise of any right or remedy provided in this Agreement by waiver, laches or otherwise at a time when it may still hope to resolve the problems created by the Default involved.

5.6 **Enforced Delay in Performance for Causes Beyond Control of Party.**

Whether stated or not, all periods of time in this Agreement are subject to this Section 5.6 and the grace and cure periods in Section 5.3. Neither the Town nor the Developer, as the case may be, shall be considered in Default of its obligations under this Agreement in the event of an enforced delay due to the following causes beyond its control and without its fault, without its failure to comply with applicable laws, or without its negligence (an "Enforced Delay"): (1) acts of God, acts of public enemy, acts of the federal, state or local government and acts of third parties; (2) litigation concerning the validity and enforceability of this Agreement not related to a breach of an obligation or representation or warranty under this Agreement or relating to transactions contemplated by this Agreement (including the effect of petitions for initiatives or referendum), fires, floods, epidemics, quarantine, restrictions, strikes, embargoes, labor disputes, and unusually severe weather or the delays of subcontractors or materialmen due to such causes; and (3) without limiting the foregoing, any action or inaction of the Town, its officers, agents, agencies, departments, committees, Council members, board members or commissioners which is negligent or contrary to applicable laws and which (without the Developer's fault, negligence or failure to comply with applicable laws) materially delays, directly or indirectly, the Developer's ability to comply with the Schedule of Performance or any other construction schedule or requirement imposed by this Agreement. In no event will Enforced Delay include any delay resulting from general economic or market conditions, unavailability for any reason of particular tenants or purchasers of portions of the Project, nor from the unavailability for any reason of particular contractors, subcontractors, vendors, investors or lenders desired by the Developer in connection with the Project, it being agreed that the Developer will bear all risk of delay which are not Enforced Delay. In the event of the occurrence of any Enforced Delay, the time or times for performance of the obligations of the Party claiming Enforced Delay shall be extended

for the period of time of the Enforced Delay; provided that the Party seeking the benefit of the provision of this Section 5.6 shall, within thirty (30) days after such Party knows or reasonably could have known of any such Enforced Delay, first notify the other Party of the specific delay in writing and claim the right to an extension for the period of the Enforced Delay; and provided further that in no event shall any Enforced Delay extend beyond ninety (90) days.

5.7 Rights and Remedies Cumulative. The rights and remedies of the Parties are cumulative, and the exercise by either Party of any one or more of such rights shall not preclude the exercise by it, at the same or different times, of any other right or remedy for any other Default by the other Party.

5.8 Dispute Resolution. If the Parties cannot resolve any dispute that arises out of this Agreement between, or among, themselves, the Parties agree that there shall be a forty-five (45) day moratorium on litigation during which time the Parties agree to attempt to settle the dispute by mediation before commencement of litigation. The mediation shall be held under the commercial mediation rules of the American Arbitration Association. The matter in dispute shall be submitted to a mediator mutually selected by Developer and the Town. If the Parties cannot agree upon the selection of a mediator within seven (7) days, then within three (3) days thereafter, the Town and the Developer shall request the presiding judge of the Superior Court in and for the County of Pinal, State of Arizona, to appoint an independent mediator. The mediator selected shall have at least five (5) years' experience in mediating or arbitrating disputes relating to commercial property development. The cost of any such mediation shall be divided equally between the Town and Developer, or in such other fashion as the mediator may order. A Party shall be free to initiate litigation upon the conclusion of mediation if no mutual agreement between, or among, the Parties is entered as a result of the mediation.

5.9 Effect of Event of Termination. Upon the termination of this Agreement as the result of the Default of the Developer, the Developer shall have no further rights to the Town-provided development incentives pursuant to this Agreement accruing from and after the termination of this Agreement.

ARTICLE VI **LIMITATION ON ASSIGNMENT AND TRANSFER**

6.1 No Limitation on Transfer. Developer intends to bring in joint venture partners for the real estate development part of this project. Parts or all this agreement may be transferred to newly formed LLCs; provided, however that any such transfer is subject to the approval of the Town, which approval may not be unreasonably withheld.

6.2 Assignment. Developer intends to bring in joint venture partners for the real estate development part of this Project. Parts or all of this Agreement may be assigned to newly formed LLCs; provided, however that any such assignment is subject to the approval of the Town, which approval may not be unreasonably withheld.

ARTICLE VII **GENERAL PROVISIONS**

7.1 **Time of the Essence**. Time is of the essence with regard to performance under the terms and provisions of this Agreement, and any amendment, modification or revision thereof, with respect to the actions and obligations of each person bound by the terms hereof.

7.2 **Nonliability of Town Officials**. No Town Council member, agent, official, representative, attorney or employee of the Town shall be personally liable to Developer, or any successor or assignee, (a) in the event of any default or breach by the Town, or (b) for any amount which may become due to the Developer or its successor or assign, or (c) with respect to any obligation of the Town under the terms of this Agreement.

7.3 **Liability and Indemnification**.

7.3.1 **Pre-Development Phase**. During the Pre-Development Phase, to the fullest extent permitted by law, the Developer and Town as the “**Indemnifying Party**”) shall each protect, defend, indemnify and hold harmless the other, and other Party’s managers in the case of the Developer and Council members in the case of the Town and each of their respective, agents, officers, officials, representatives and employees (collectively, the “**Indemnified Party**”) from and against all suits, claims, demands, damages, losses, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and cleanup actions of any kind, together with expenses (including but not limited to attorneys’ fees, court costs, experts’ fees, the cost of appellate proceedings, and all claim adjusting and handling expenses), relating to, arising out of, resulting from or alleged to have resulted from the Indemnifying Party’s acts, errors, mistakes or omissions relating to any action or inaction of the Indemnifying Party under this Agreement, including, but not limited to the acts, errors, mistakes, omissions, work or services of the Indemnifying Party’s agents, employees, contractors, subcontractors or anyone for whose acts they or the Indemnifying Party may be liable in the performance of this Agreement. The Indemnifying Party’s duty to defend, hold harmless and indemnify the Indemnified Party shall arise in connection with any suits, claims, damages, losses or expenses that are attributable to or otherwise relate to, result from, or are alleged to have resulted from the Indemnifying Party’s acts, errors, mistakes or omissions relating to any action or inaction of the Indemnifying Party under this Agreement, including but not limited to the acts, errors, mistakes, omissions, work or services of the Indemnifying Party’s agents, employees, contractors, or anyone for whose acts they or the Indemnifying Party may be liable in the performance of this Agreement, regardless of the legal or equitable grounds upon which such suits, claims, damages, losses and expenses are based. The amount and type of insurance coverage requirements set forth herein are separate and independent from the indemnity provisions of this Agreement and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions of this Agreement. The indemnity provisions of this Agreement shall not be construed in any way to limit the scope, magnitude and applicability of the insurance provisions of this Agreement. The foregoing indemnity

obligations of the Indemnifying Party shall survive the expiration or termination of this Agreement for three (3) years and then expire. The Town's obligation as an Indemnifying Party under this Section 7.3.1 shall in the aggregate be no greater than One Hundred Thousand Dollars (\$100,000).

7.3.2 Development Phase. To the fullest extent permitted by law, the Developer shall protect, defend, indemnify and hold harmless the Town, its Council members, agents, officers, officials, representatives and employees from and against all suits, claims, demands, damages, losses, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and cleanup actions of any kind, together with expenses (including but not limited to attorneys' fees, court costs, experts' fees, the cost of appellate proceedings, and all claim adjusting and handling expenses), relating to, arising out of, resulting from or alleged to have resulted from the Developer's acts, errors, mistakes or omissions relating to any action or inaction of the Developer under this Agreement, including, but not limited to the acts, errors, mistakes, omissions, work or services of the Developer's agents, employees, contractors, subcontractors or anyone for whose acts they or the Developer may be liable in the performance of this Agreement. The Developer's duty to defend, hold harmless and indemnify the Town, its Council members, agents, officers, officials, representatives and employees shall arise in connection with any suits, claims, damages, losses or expenses that are attributable to or otherwise relate to, result from, or are alleged to have resulted from the Developer's acts, errors, mistakes or omissions relating to any action or inaction of the Developer under this Agreement, including but not limited to the acts, errors, mistakes, omissions, work or services of the Developer's agents, employees, contractors, or anyone for whose acts they or Developer may be liable in the performance of this Agreement, regardless of the legal or equitable grounds upon which such suits, claims, damages, losses and expenses are based. The amount and type of insurance coverage requirements set forth herein are separate and independent from the indemnity provisions of this Agreement and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions of this Agreement. The indemnity provisions of this Agreement shall not be construed in any way to limit the scope, magnitude and applicability of the insurance provisions of this Agreement. The foregoing indemnity obligations of the Developer shall survive the expiration or termination of this Agreement for three (3) years and then expire. The Developer assumes the risk of any and all loss, damage or claims to any portion of the Project, except that risk of loss of the Public Improvements shall pass to the Town upon completion of construction and Acceptance.

7.4 Conflict of Interest. Pursuant to Arizona law (A.R.S. § 38-503 and 38-511), rules and regulations, no member, agent, official or employee of the Town shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, agent, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This Agreement is subject to cancellation pursuant to the terms of A.R.S. § 38-511.

7.5 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery services, to the address set forth below:

If to the Developer:

Startup Pavilion, Inc.
dba Innovation Pavilion,
Attn: Vic Ahmed
9200 East Mineral Ave
Centennial, CO 80112

If to the Town:

Town Manager
Town of Florence
P. O. Box 2670
Florence, Arizona 85132

With a copy to:

Town Clerk
Town of Florence
P. O. Box 2670
Florence, Arizona 85132

If to the County:

Pinal County
135 N. Pinal Street
Administrative Complex
PO Box 827
Florence, Arizona 85132
Attention: County Manager

With a copy to:

Pinal County
135 N. Pinal Street
Administrative Complex
PO Box 827
Florence, Arizona 85132
Attention: County Attorney

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received: (A) when delivered to the Party; (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage; or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver

on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

7.6 **Disputes, Governing Law.**

7.6.1 Should any dispute, misunderstanding or conflict arise as to the terms or provisions contained in this Agreement, the matter shall first be referred to Town, and Town shall determine the term's or provision's true intent and meaning.

7.6.2 This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the laws of the State of Arizona, without reference to choice of law or conflicts of laws principles thereof. Any action brought to interpret, enforce, or construe any provision of this Agreement shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Pinal (or, as may be appropriate, in the Justice Courts of Pinal County, Arizona or in the United States District Court for the District of Arizona, if but only if, the Superior Court lacks or declines jurisdiction over such action). The Parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this paragraph.

7.7 **Amendment.** No amendment or waiver of any provision in this Agreement will be binding: (A) on the Town unless and until it has been approved by the Town Council and has become effective; or (B) on the Developer unless and until it has been executed by an authorized representative.

7.8 **Waiver.** No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver of any breach shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant, or conditions of this Agreement. None of the provisions of this Agreement shall be deemed to have been waived by an act or knowledge of any Party or its agent or employee, but only by a specific written waiver signed by an authorized officer of such Party and delivered to the other Party. One or more waivers by either Party of any provisions, terms, conditions, or covenants of this Agreement, or any breach thereof, shall not be construed as a waiver of a subsequent breach by the other Party.

7.9 **Severability.** Every provision of this Agreement is and will be construed to be a separate and independent covenant. If any provision in this Agreement or the application of the same is, to any extent, found to be invalid or unenforceable, the remainder of this Agreement or the application of that provision to circumstances other than those to which it is invalid or unenforceable will not be affected by that invalidity or unenforceability. Each provision of this Agreement will be valid and will be enforced to the extent permitted by law and the Parties will negotiate in good faith for such amendments of this Agreement

as may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.

7.10 **Covenant of Good Faith.** In exercising their rights and in performing their obligations pursuant to this Agreement, the Parties will cooperate with one another in good faith to ensure the intent of this Agreement can be attained.

7.11 **Headings; References.** The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement. Any references in this Agreement to a “section” or a “subsection” shall include all subsections and paragraphs thereof.

7.12 **Binding Nature.** The provisions of this Agreement are binding upon and shall inure to the benefit of the Parties, and all of their permitted successors in interest and assigns.

7.13 **Third Parties.** No term or provisions of this Agreement is intended to, or shall be for the benefit of any person or entity not a Party hereto, and no such other person or entity shall have any right or cause of action hereunder.

7.14 **No Partnership.** None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties hereto in their respective businesses or otherwise, nor shall it cause them to be considered members of a joint venture or joint enterprise. Each Party hereto shall be considered a separate owner, and no Party hereto shall have the right to act as an agent for another Party hereto, unless expressly authorized to do so herein or by separate written instrument signed by the Party to be charged.

7.15 **Business Days.** If the last day of any time period stated in this Agreement or the date on which any obligation to be performed under this Agreement shall fall on a Saturday, Sunday or legal holiday, then the duration of such time period or the date of performance, as applicable, shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday or legal holiday.

7.16 **Computation of Time.** In computing any period of time under this Agreement, the date of the act or event from which the designated period of time begins to run shall not be included. The last date of the period so completed shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday. The time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 5:00 p.m. local time, (Florence, Arizona) on the last day of the applicable time period provided herein.

7.17 **Further Documentation.** The Parties agree in good faith to execute such further or additional instruments and documents and to take such further acts as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.

7.18 **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations, and understandings of the Parties hereto, oral or written, are hereby superseded and merged herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives of each Party.

7.19 **Attorneys' Fees**. In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this Agreement, or on account of any breach or default hereof, the prevailing Party shall be entitled to receive from the other Party reasonable attorneys' fees and reasonable costs and expenses (including expert witness fees), determined by the arbitrator or court sitting without a jury, which fees shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

7.20 **Schedules; Exhibits**. All Schedules and Exhibits attached hereto are incorporated herein by this reference as though fully set forth herein.

7.21 **Reserved**

7.22 **Taxes**. Developer shall be solely responsible for any and all tax obligations which may result out of Developer's performance of this Agreement.

7.23 **Licenses**. Developer shall maintain in current status all Federal, State and local licenses and permits required for the operations of the business conducted by Developer.

7.24 **Counterparts**. This Agreement may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Agreement shall be deemed to possess the full force and effect of the original, but all of which together shall constitute one and the same instrument, binding on the Parties. The Parties agree that this Agreement may be transmitted between them via facsimile or so-called "PDF" signature. The Parties intend that faxed or "PDF" signatures constitute original signatures and that a fully collated agreement containing the signatures (original, faxed or PDF) of the Parties is binding upon the Parties.

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

7.26 **Recordation of Agreement**. This Agreement, and any amendment to it or cancellation of it, shall be recorded in its entirety in the Pinal County Recorder's Office,

Arizona not later than 10 days after it is fully executed by the Parties (or, in the case of an amendment or cancellation, any other necessary Party), as required by A.R.S. § 9-500.05(D). The Developer shall reimburse the Town for all recording fees and charges.

7.27 Town Manager's Power to Consent. The Town authorizes and empowers the Town Manager to consent to any and all requests of the Developer requiring the consent of the Town hereunder without further action of the Town Council, except for any actions requiring Town Council approval as a matter of law, including, without limitation, any amendment or modification of this Agreement.

7.28 Estoppel Certificate. Within 10 days after receipt of written request therefor from the other party, Town or Developer or County, as the case may be, shall execute, acknowledge and deliver to the requesting party and/or its lender a statement certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect), and acknowledging that there are not, to the certifying party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied on by any auditor of either party, or by any prospective purchaser of the Property.

7.29 Land Use Waivers. Upon approval of this Agreement by the Town, Developer shall execute and deliver to the Town, a so-called "Proposition 207 Waiver" in the form promulgated by the Town from time to time. The Developer on behalf of itself and all other parties having an interest in the Property intends to encumber the Property with the following agreements and waivers. Developer agrees and consents to all conditions imposed by this Agreement, the land uses, densities, permits and other approvals for the Project, and by signing this Agreement waives any and all claims, suits, damages, compensation and causes of action for diminution in value of the Property the owner of the Property may have now or in the future under the provisions of the Private Property Rights Protection Act, A.R.S. § 12-1131 et seq. (the "Act") resulting from this Agreement, the land uses, densities, permits and other approvals for the Project as enacted and adopted by the Town. Developer acknowledges and agrees the terms and conditions set forth in this Agreement and the land uses, densities, permits and other approvals for the Project cause an increase in the fair market value of the Property and such increase exceeds any possible reduction in the fair market value of the Property caused by any actions permitted by this Agreement as enacted and adopted by the Town. The Developer and the Town understand and agree that the waivers contained in this Section are binding upon Developer's successors in interest and assigns pursuant to the provisions of A.R.S. § 9-500.05(D).

7.30 Financial Assurances. Nothing herein relieves the Developer from providing the Town with financial assurances, in a form and substance that complies with the Town's requirements, in an amount sufficient to complete the Public Improvements contemplated by the Project or the Plan of Development.

7.31 **Rights and Remedies Cumulative.** The rights and remedies of the Parties are cumulative, and the exercise by either Party of any one or more of such rights shall not preclude the exercise by it, at the same or different times, of any other right or remedy for any other Default by the other Party.

7.32 **Insurance Requirements.**

7.32.1 **General.** Developer agrees to comply with all Town ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Developer, Developer shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to Town of Florence. Failure to maintain insurance as specified may result in termination of this Agreement at Town's option. The Developer is primarily responsible for the risk management of its work under this Agreement, including but not limited to obtaining and maintaining the required insurance and establishing and maintaining a reasonable risk control and safety program. Town reserves the right to amend the requirements herein at any time during the Agreement by providing thirty (30) days' written notice to Developer. The Developer shall require any and all subcontractors to maintain insurance as required herein naming the Town and Developer as "Additional Insured" on all insurance policies, except Worker's Compensation, and this shall be reflected on the Certificate of Insurance and endorsements. The Developer's insurance coverage shall be primary insurance with respect to all available sources. Coverage provided by the Developer shall not be limited to the liability assumed under the Indemnification provision of this Agreement. To the extent permitted by law, Developer waives all rights of subrogation or similar rights against Town, its Council members, agents, and employees. All insurance policies, except Workers' Compensation, required by this Contract, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of performance of this Agreement, Town of Florence, its Mayor and Council members, agents, representatives, officers, directors, officials and employees as Additional Insureds. The Town reserves the right to require complete copies of all insurance policies and formal endorsements required by this Agreement at any time. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach and Event of Default.

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

7.32.3 Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement is satisfactorily performed, completed and formally accepted by the Town of Florence, unless specified otherwise in this Agreement.

7.32.4 Policy Deductibles and or Self-Insured Retentions. The policies set forth in these requirements may provide coverage which contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the Town. The Developer shall be solely responsible for any such deductible or self-insured retention amount. The Town, at its option, may require Developer to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

7.32.5 Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Developer shall execute written agreement with subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting the Town of Florence and the Developer. Developer shall be responsible for executing the agreement with subcontractor and obtaining Certificates of Insurance and endorsements verifying the insurance requirements.

7.32.6 Evidence of Insurance. Prior to commencing any work or Services under this Agreement, Developer shall furnish the Town with Certificate(s) of Insurance, or formal endorsements as required by this Agreement, issued by Developer's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage and that such coverage and provisions are in full force and effect.

7.32.7 Required Coverage.

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

7.32.7.2 Worker's Compensation Insurance. Developer shall maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Developer's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$250,000 disease policy limit.

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

7.32.7.4 Errors & Omissions Liability (for Professional Engineering and Consulting or Legal Services as determined by the Town). Coverage Amount: \$1,000,000 per occurrence/aggregate, unless higher coverage limits are required under the solicitation documents, in which case such higher limits shall apply.

7.33 **Compliance with Certain Federal and State laws.**

7.33.1 The Developer 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.

7.33.2 Under the provisions of A. R. S. § 41-4401, Developer hereby warrants to the Town that the Developer 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**”).

7.33.3 A breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and Event of Default and shall subject the Developer to penalties up to and including termination of this Agreement at the sole discretion of the Town.

7.33.4 The Town retains the legal right to inspect the papers of any contractor or subcontractor’s employee who works on this Agreement to ensure that the Developer or subcontractor is complying with the Contractor Immigration Warranty. Developer agrees to assist the Town regarding any such inspections.

7.33.5 The Town may, at its sole discretion, conduct random verification of the employment records of the Developer and any subcontractors to ensure compliance with Contractor’s Immigration Warranty. Developer agrees to assist the Town in regard to any random verifications performed.

7.33.6 Neither the Developer nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Developer 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.

7.33.7 The provisions of this Section must be included in any contract the Developer enters into with any and all of its subcontractors who provide services under

this Agreement 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.

7.33.8 The provisions of this Section 7.33 must be included in any contract the Developer enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract.

7.34 **Survival.** The indemnification provisions of this Agreement shall survive the execution and delivery of this Agreement, the closing of any transaction contemplated herein, and the rescission, cancellation, expiration or termination of this Agreement upon the terms and for the period set forth in each respective Article hereof.

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

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

ATTEST:

TOWN:

Lisa Garcia, Town Clerk

THE TOWN OF FLORENCE, an
Arizona municipal corporation

APPROVED AS TO FORM:

By _____
Tara Walter, Mayor

Clifford L. Mattice, Town Attorney

ATTEST:

PINAL COUNTY:

Sheri Cluff
Clerk, Board of Supervisors

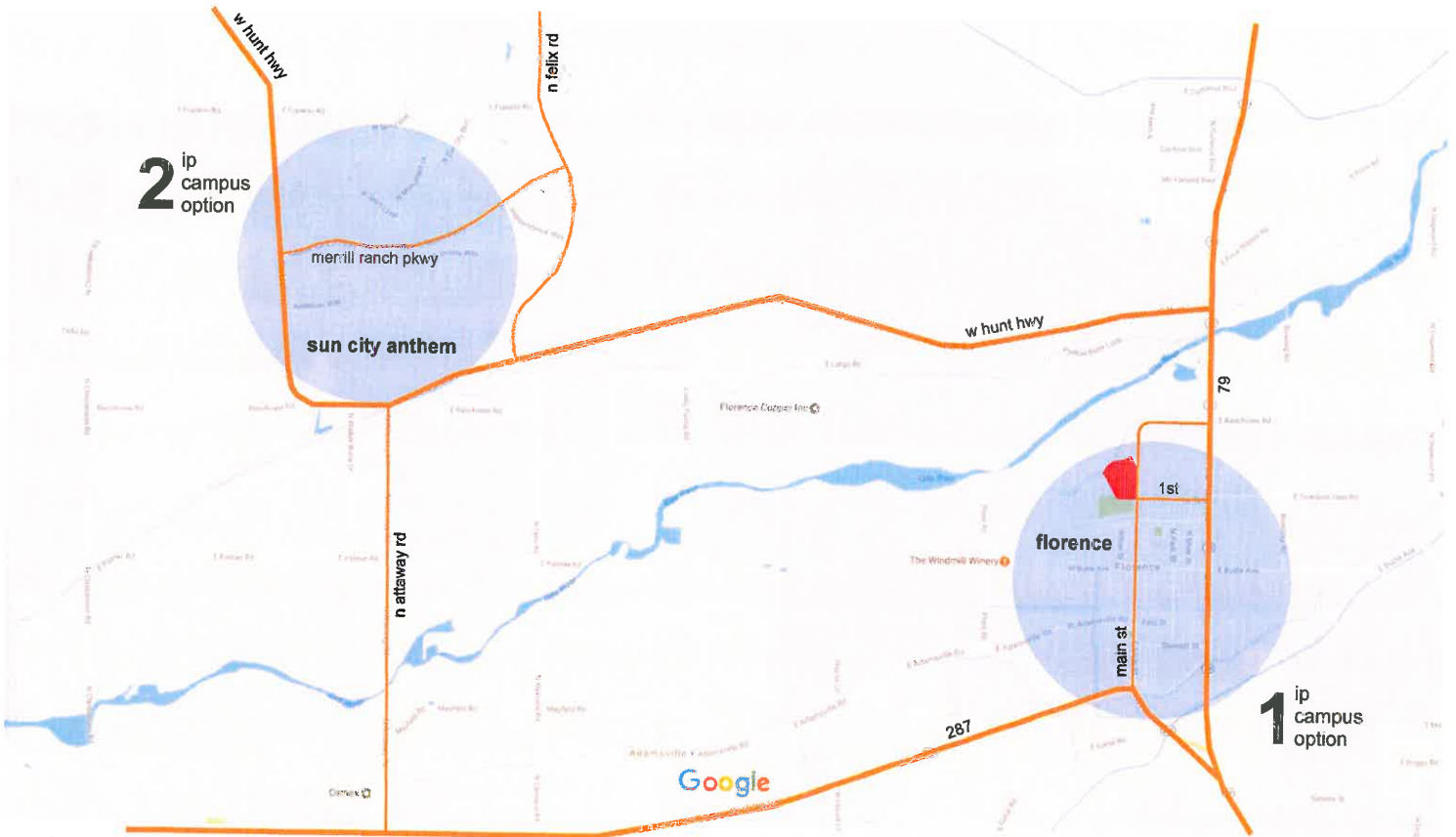
PINAL COUNTY BOARD OF
SUPERVISORS

APPROVED AS TO FORM:

By _____
Chairman

County Attorney

Exhibit A



2000 ft

1 ip campus option

2 ip campus option

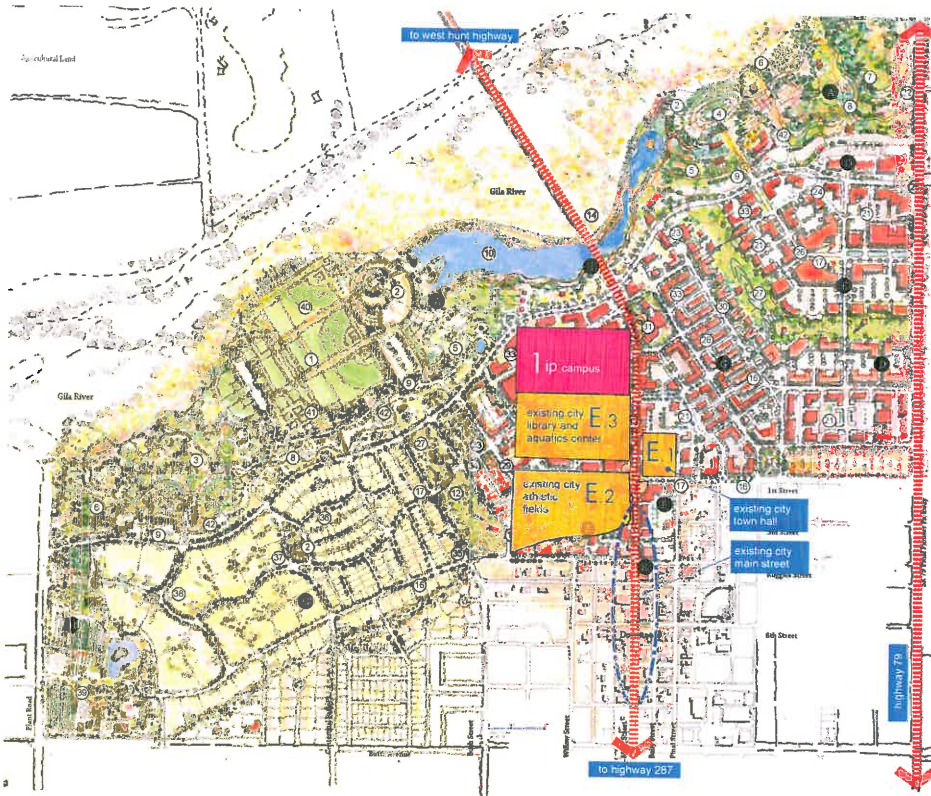
ip campus
florence az



Key Components

- 1 Riverfront Park
- 2 Main Street Extension
- 3 Civic / Municipal Campus
- 4 Corporate Office Complex
- 5 Regional Commercial Center
- 6 Mixed-Use Core
- 7 Residential Village
- 8 Agrarian Cornerstone
- 9 Gateway Crossing
- 10 Heritage Park Enhancement

1 ip campus
florence az



4. Vision: Aspirations

Special Features

- | | |
|-----------------------------|---------------------------|
| 1 Sport Fields | 22 Landscape Buffer |
| 2 Community Gardens | 23 Offices Suites |
| 3 Farm Fields (leased) | 24 Incubator Facilities |
| 4 Amphitheater | 25 Route 79 Corridor |
| 5 Urban Gardens | 26 Big Box Brand Retail |
| 6 Orchards | 27 Green Belt |
| 7 The Grove | 28 Residential Town Homes |
| 8 Path and Trails | 29 Residential Duplexes |
| 9 Access Parking | 30 Live Work |
| 10 Irrigation Pond | 31 Neighborhood Retail |
| 11 Re-Purposed Ex-Town Hall | 32 Specialty Office |
| 12 Covered Bridge | 33 Multi-Family |
| 13 Village Green | 34 Duplexes |
| 14 Bridge | 35 Small Lot SFD |
| 15 Park Improvements | 36 Medium Lot SFD |
| 16 On-Street Parking | 37 Garden Lots |
| 17 Shaded Sidewalks | 38 Farmstead Lots |
| 18 New Town Hall | 39 The Windmill Winery |
| 19 Clock Tower | 40 Multi-Purpose Fields |
| 20 Focal Civic Building | 41 Playgrounds |
| 21 Parking Pods | 42 Pavilions |



AECOM



Streets
—— Major Road
—— Local



Date Created: 9/19/2017 Date Modified: 9/19/2017

This map is created for reference purposes only and is to be used at your own risk. The Town of Florence makes no warranty as to the accuracy or completeness of the information contained in this map and assumes no liability for any errors or omissions contained therein, nor for any direct, indirect, or consequential damages which may be caused by its use. It is the user's responsibility to verify all information contained herein. 2017-38

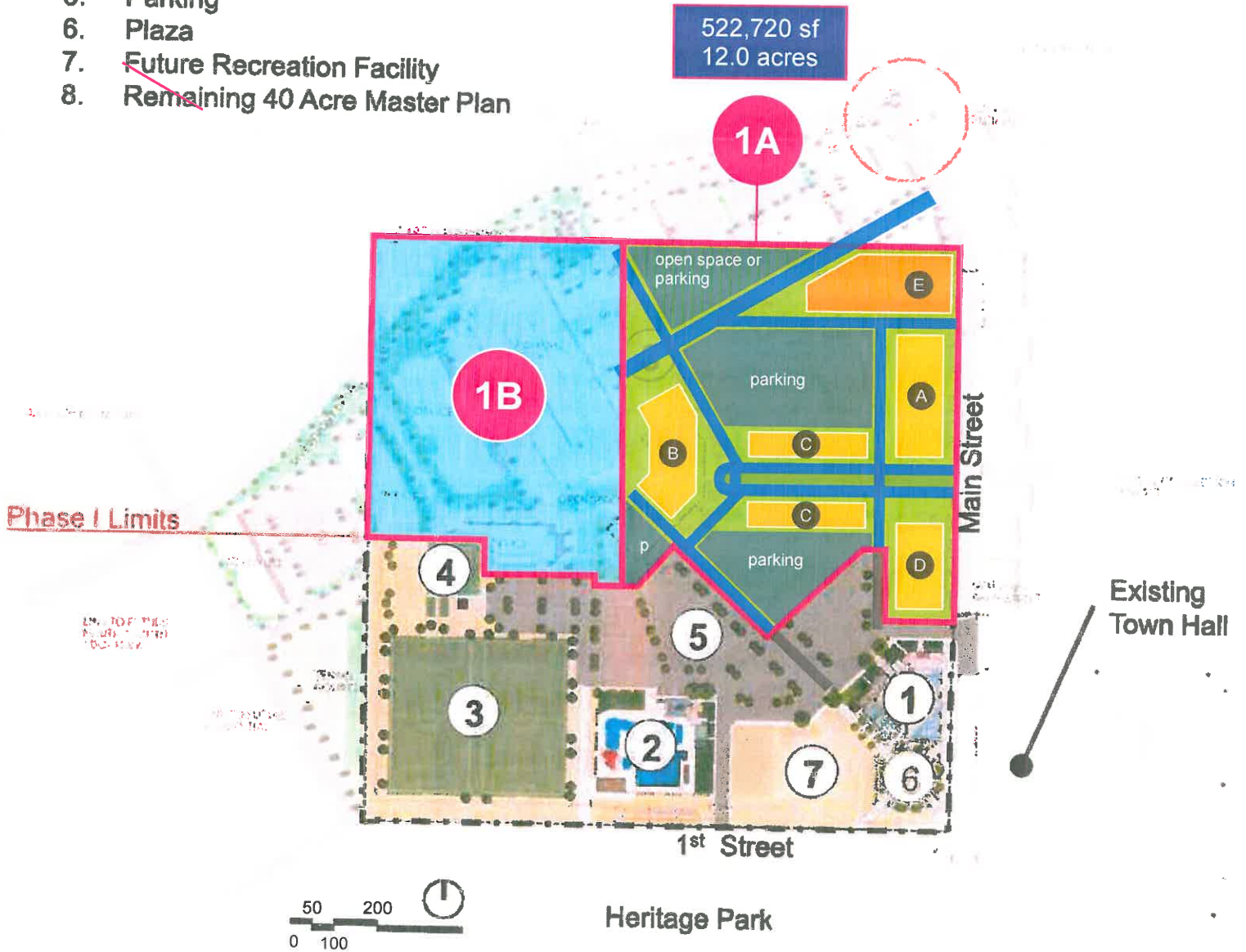
Exhibit A: Subject Parcel
located at 33.041°N, 111.389°W
Project Area Map



Town of Florence

KEY NOTES

1. Library / Community Facility
2. Aquatic Center
3. Soccer Fields (2)
4. Tennis Courts (2) Pickle Ball (2)
5. Parking
6. Plaza
7. Future Recreation Facility
8. Remaining 40 Acre Master Plan



A 4 Stories - 125,000 sf
 - Ground Floor Retail
 - Corporate Suites
 - Co-Working/Tech Incubator

B 2 Stories - 95,000 sf
 - Ground Floor Retail
 - Event & Training
 - Maker Space
 - Housing

C 4 Stories - 66,000 sf
 - Ground Floor Retail
 - Housing

D 3 Stories - 65,000 sf
 - STEM School

E 1 Story - 40,000 sf
 - Grocery Market

ip campus
 florence az **1**



AECOM

Innovation Pavilion - PROGRAM INFORMATION at Florence AZ

September 22, 2017

#	IP Campus Component	Units	Size	Sub-Total	Area (nsf)	Ratio	Parking
1	Event & Training Center				35,000	4/1000	140
2	Tech Incubator				40,000	3/1000	120
3	Corporate Suites				80,000	3/1000	240
4	Maker Space - Idea Zone				5,000	3/1000	15
6	STEM School				65,000		80
7.1	Millennial Housing	100	500	50,000	62,500	1/unit	100
7.2	Millennial Housing	100	700	70,000	87,500	1/unit	100
8	Millennial Retail - SB Local				35,000	3/1000	105
9	Grocery Store				40,000	3/1000	120
TOTAL					450,000		781
10	Parking *	781	300		234,180		781
TOTAL					684,180		

* Total parking excludes Event & Training Center parking and half of the housing parking (shared use)

FAR				sf	
Building				173,417	0.33
Parking - surface parking				234,180	0.45
Open Space				115,123	0.22
SITE - acres	12			522,720	1.00



1000 ft

2 ip campus
florence az





Exhibit B



Exhibit A: Subject Parcel
located at 33.041°N, 111.389°W
Project Area Map



Town of Florence

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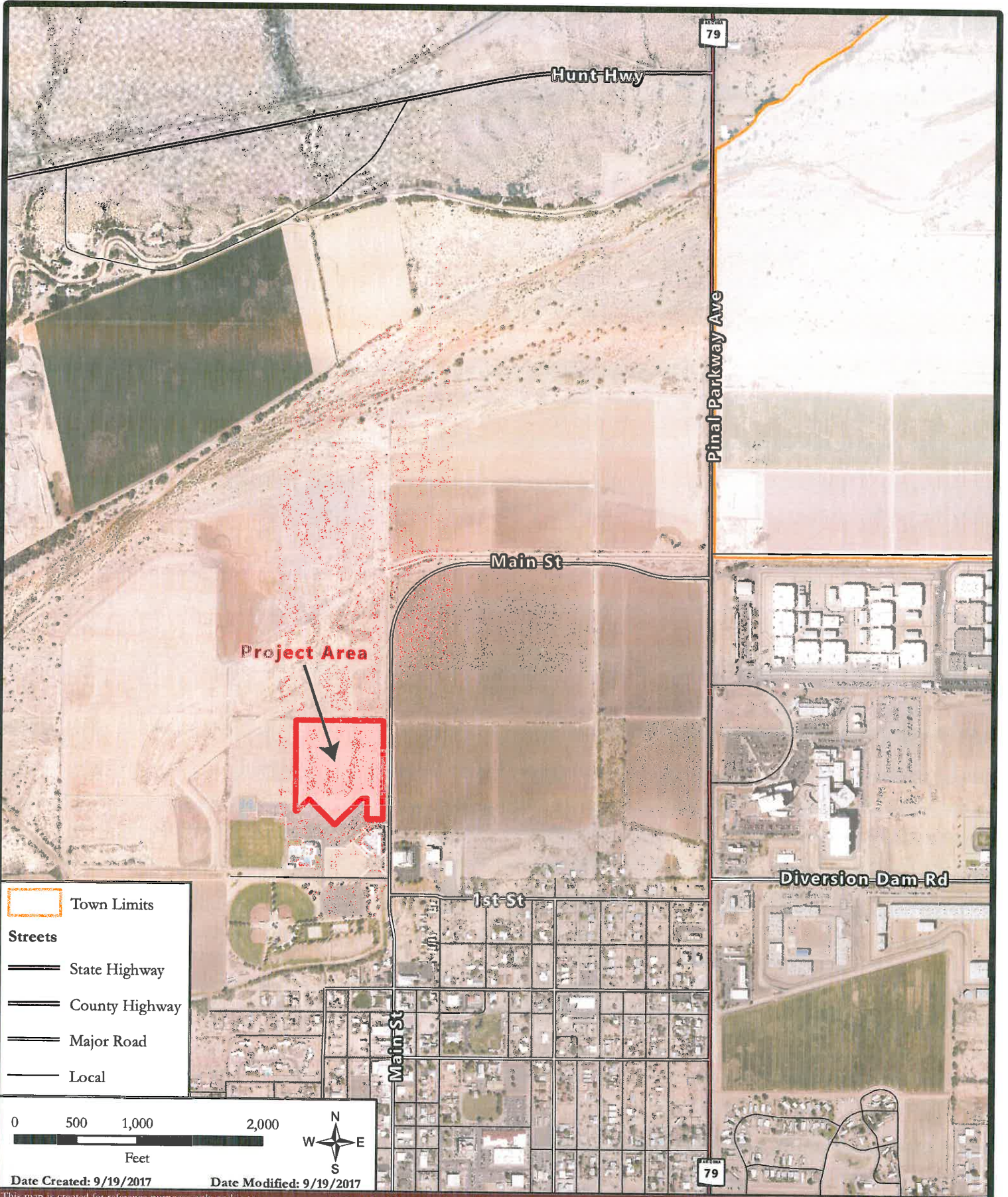


Exhibit A: Subject Parcel
 located at 33.041°N, 111.389°W
 Vicinity Map



Town of Florence

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Date Created: 9/19/2017

Date Modified: 9/19/2017

This document represents a chronology of events associated with the project and will be used to determine triggers for investment.

Category	Sub Task Topic	Town Responsibility	County Responsibility	IP Responsibility	Estimated Value	Chronology	Notes
Sub Task (A)							
Development Agreement Phase	Rounds Consulting Report	\$20,000 est.	Provide Feedback	Provide Feedback	\$20,000	3 mnths	
Development Agreement Phase	Sims Murray	\$10,000 est.	Provide Feedback	\$10,000 est.	\$20,000	4 mnths	
Development Agreement Phase	DA Application	\$4,000 Fee Abatement		Pre Application	\$4,000	3 mnths	
Development Agreement Phase	DA Adoption	Development Agreement (administrative and legal costs)	Development Agreement (administrative and legal costs)	Development Agreement (\$45,000 est.)	\$45,000	5 mnths	IP Team & Legal Costs, approx. 200hrs. Average of \$150/hr. Total is \$30,000. Plus 10 Trips at \$1,500 each = \$15,000
Development Agreement Phase	Financial Obligation	\$66,000 Estimated	\$100,000 Reimbursement Per DA (BAP Program)		\$166,000	5 mnths	Lines 8-12 (\$55,000 est.)
Development Agreement Complete							
Sub Task (B)							
Innovation Investment	Innovation Assessment (travel & misc.)			\$50,000 est.	\$50,000	12 mnths from DA	Travel & Misc. = \$50,000
Innovation Investment	Project Community Manager	Office space		\$110,000 est.	\$110,000	90 days from DA	Base salary, plus bonus and overhead.
Innovation Investment	Select Real Estate Developer (Recruiting & Selection)			Mou with RED (\$45,000 est.)	\$45,000	9 mnths from DA	Talk to 5-10 RED, 100 hrs in the selection. 200 hrs in the co-designing of campus with selected RED. Total of 300 hrs @ \$150/hr = \$45,000
Innovation Investment	Corporate Innovation Analysis, Inventory, and Plan	Provide Assistance	Provide Assistance	\$51,000 est.	\$51,000	6 mnths from DA	340hrs @ \$150/hr
Innovation Investment	SMART City Analysis, Inventory, and Plan	Provide Assistance	Provide Assistance	\$51,000 est.	\$51,000	6 mnths from DA	340hrs @ \$150/hr
Innovation Investment	Workforce Development Analysis, Inventory, and Plan	Provide Assistance	Provide Assistance	\$51,000 est.	\$51,000	6 mnths from DA	340hrs @ \$150/hr
Innovation Investment	Real Estate Analysis			\$51,000 est.	\$51,000	6 mnths from DA	340hrs @ \$150/hr
Innovation Investment	Tenant Recruitment			\$30,000 est.	\$30,000	Ongoing	200hrs @ \$150/hr
Innovation Investment	Financial Summary and Model			\$30,000 est.	\$30,000	9 mnths from DA	200hrs @ \$150/hr
Innovation Investment	Site Plan and Programing	Provide Assistance	Provide Assistance	\$30,000 est.	\$30,000	9 mnths from DA	200hrs @ \$150/hr
Innovation Investment	Innovate Florence Report	Provide Assistance	Provide Assistance	Innovate Florence Report (\$11,250 est.)	\$11,250	9 mnths from DA	66hrs @ \$150/hr
Innovation Investment Complete							
Sub Task (C)							
Property Acquisition	Grant Applications	Funding Applications	ACA Application	Supporting information	Unknown	Up to 8 mnths from Innovation Investment completion	EDA, USDA(rd), NMTC, APS, etc.
Property Acquisition	Survey/lot creation	Property Survey (\$7,000 est.)			\$7,000	6 mnths from Innovation Investment completion	
Property Acquisition	Appraisal			Property Appraisal (\$3,000 est)	\$3,000	6 mnths from Innovation Investment completion	

Property Acquisition	Lease/Acquisition	Sale, Lease, Transfer	Transfer/Lease	Property Acquisition	\$600,000	8 mths from Innovation Investment completion	12 acre parcel
Property Acquisition Complete						12 mths from I	
Sub Task (D)							
On-site/Off-site Improvements	Water/Sewer DR	Utility Base of Design (\$30,000 est.)			\$30,000	60 days from purchase	
On-site/Off-site Improvements	TIA	Traffic Impact Analysis (\$30,000 est.)			\$30,000	90 days from purchase	
On-site/Off-site Improvements	Design Review			Design Review/Site Plan \$2,000 est.)	\$2,000	60 days from purchase	
On-site/Off-site Improvements	Design Submittal			Construction Drawings (\$29,000 est.)	\$29,000	90 days from purchase	
On-site/Off-site Improvements	Water/Sewer Submittal	Utility Engineering (\$75,000 est.)			\$75,000	120 days from purchase	
On-site/Off-site Improvements	Grading Permit			At-risk Grading (\$200 est.)	\$200	120 days from purchase	
On-site/Off-site Improvements	Civil Permit			Civil Permit (\$1,700 est.)	\$1,700	180 days from purchase	
On-site/Off-site Improvements	Water/Sewer Construction	Utility Improvements (\$700,000 est.)			\$700,000	9 mths from purchase	
On-site/Off-site Improvements	Roadway Construction	Roadway Improvements (\$1,300,000)			\$1,300,000	12 mths from purchase	
On-site/Off-site Improvements	Development Impact Fees			1/2 DIF (\$241,000 est.)	\$241,000	6 mths from purchase	
On-site/Off-site Improvements	Building Permit			Building Permit (\$38,000 est.)	\$38,000	6 mths from purchase	
On-site/Off-site Improvements	Environmental Permitting			Dust Permit/SWIP (\$600 est.)	\$600	6 mths from purchase	
On-site/Off-site Improvements	Construction			Break Ground (\$10,000,000 est.)	\$10,000,000	6 mths from purchase	200,000 square feet estimated
On-site/Off-site Improvements	Development Impact Fees			1/2 DIF (\$241,000 est.)	\$241,000	18 mths from purchase	
On-site/Off-site Improvements	Occupancy			Certificate of Occupancy		18 mths from purchase	
Build Out (Phase 1) Complete						18 mths from PA	
Investment Totals (estimated)		\$2,273,000	\$100,000	\$11,722,750	\$14,064,750		
Future Phases (undetermined)						15 years from DA	

*Phase 2 on will be scheduled at a later time.

*Dollar amounts represented are estimates for DA purposes only and are subject to change.



Memorandum

To: Town of Florence

From: Rounds Consulting Group, Inc.

Date: August 9, 2017

Re: Innovation Pavilion Economic and Fiscal Impacts – Incremental Calculations

This analysis, prepared for the Town of Florence (Town) by Rounds Consulting Group, Inc. (RCG), summarizes the potential economic and fiscal impacts from construction and ongoing operations of proposed Innovation Pavilion developments.

Synopsis: The Innovation Pavilion is proposing a joint effort with the Town to strengthen the economic base and the ability to grow more rapidly and prosperously. The project will include efforts to spur local entrepreneurial activity and also recruit more businesses to the region. This will be facilitated with the enhancement of the local library, the creation of entrepreneur space, as well as complimentary office and multi-family developments.

There are a number of potential economic impacts to be captured. There is the initial economic activity associated with the construction of the new facilities and the spending by tenants. Since business recruitment is part of the plan, the relocation of any new businesses to the region will also have positive economic benefits. As the effort takes hold and enhanced economic momentum is realized, other benefits will be realized such as property values increasing in the region and the employment base growing more rapidly than under current conditions.

This initial analysis provides “incremental” economic impact estimates for select types of development to help the Town with its preliminary project assessment. This is essentially a calculator tool. A second analysis will be delivered at a later time that converts the impact increments into values that more closely match a development plan with more precise employment counts and square feet of construction. The second analysis will also include perspective on property value enhancements and will monetize the difference between the current employment forecast and one that has been positively influenced.

Increments of Analysis

Specific details regarding the exact specifications of the potential developments have yet to be finalized. Therefore, three development scenarios were estimated to provide perspective on the potential economic and fiscal impacts.



The following three scenarios were modeled:

1. Development of 10,000 square feet of office space,
2. Development of a 100 high tech employee business,
3. And the development of 10 multi-family housing units.

The mathematics behind the modeled estimates are largely linear, meaning if one assumes a development will be double in size (e.g. 20,000 square feet of office space v. 10,000 square feet) the estimates can be doubled. The same principal applies if one assumes the development could be less.

Economic Impact Methodology

The economic impact analyses provide a quantifiable method to estimate the economic implications of a particular activities in a given area. Typically, the level of economic effects resulting from the activities are estimated in terms of output, earnings and employment. Output captures the broader level of economic activity, or the total value of goods and services produced, in the region similar to how statistics like GDP capture economic volume in individual states and across the country. Earnings simply represents income to employees, and employment is the job count on an annualized basis.

These basic economic statistics are further broken down at the direct, indirect and induced levels in which they are created. Direct impacts measure activity at the individual site being analyzed. This would include the workers that construct the buildings and the employees that later occupy the buildings on a regular basis. Indirect impacts capture things such as the organizations that provide services or products to the company itself. Induced employment is supported by the spending related to the aforementioned employees throughout the economy such as the purchasing of food and clothing.

Fiscal Impact Methodology

The fiscal impact analyses take the economic activity that is estimated in the review and converts it into tax revenues in each of the relevant categories. These revenues are expressed as either primary or secondary based on their source. Typically, primary revenues can be estimated by definable sources, such as sales taxes generated by construction expenditures on site; whereas secondary revenues are generated by the wages, residency and spending of those direct, indirect and induced employees who are supported by the project. A simple way of thinking about these is that primary revenues would be generated by “on-site” activities while secondary revenues would be generated by “off-site” activities.

For these analyses, the fiscal impact of the modeled developments’ construction and operational activity on the Town of Florence is evaluated based on local revenue sources such as construction



sales tax, retail sales tax, utility sales tax, lease tax, property taxes, and State Shared Revenues. State Shared Revenues are distributed to cities and counties primarily based on their population and include income taxes, retail sales taxes, HURF monies, and VLT monies. The analyses are based on the current tax structure and rates.

Scenario 1 – 10,000 Square Feet of Office Space

For this scenario, it is assumed that 10,000 square feet of office space would be constructed in the Town. The goal of the Innovation Pavilion is to not only create typical office space but to also create shared space to help entrepreneurs and tech companies collaborate. Since the exact specifications of the building use has not yet been identified, two different operational uses have been modeled to estimate employment counts. The first incorporates a typical office building square footage per employee (260 square feet per employee), while the second incorporates the square footage per employee of a research and development building (400 square feet per employee). Scenario 1’s key assumptions are summarized in the following table.

**Scenario 1 - 10,000 Sq. Ft. of Office Space
Assumptions**

Construction Assumptions		Operations Assumptions	
Construction Cost	\$1,433,700	Office Sq. Ft./Employee	260
FF&E	\$143,400	R&D Sq. Ft./Employee	400
Total Capital Investment	\$1,577,100	Lease Rate per Sq. Ft.	\$20.00
NAICS: 23		NAICS: 54	
Construction of new commercial structures, including farm structures		Professional, scientific, and technical services	
Average Annual Wage	\$64,300	Average Annual Wage	\$59,000

Source: Rounds Consulting Group, Inc.

Construction of 10,000 square feet of office space would support 8 direct construction jobs. These employees would earn a combined \$541,500 in wages and generate \$1.4 million in economic activity during the construction period. These direct impacts create an additional 7 indirect and induced jobs, with wages of \$356,100, and \$1.1 million in economic activity. A total of 16 jobs, \$897,300 in combined wages, and \$2.5 million in economic output is generated by the construction activity.

About 38 typical office jobs could occupy 10,000 square feet of office space. These employees would earn \$2.3 million in combined wages. The direct economic impact of these employees is \$4.7 million. In addition to the direct jobs, 36 indirect and induced jobs would also be created throughout the local economy, with wages of \$1.7 million and about \$4.7 million in economic activity each year.



If the 10,000 square feet of space is used as research and development space, about 25 jobs could occupy the office space. These employees would earn a combined \$1.5 million in wages and generate \$3.1 million in economic activity. The spinoff effect of these direct impacts creates an additional 24 indirect and induced jobs, with wages of \$1.1 million, and about \$3.1 million in economic activity each year.

**Scenario 1 - 10,000 Sq. Ft. of Office Space
Economic Impacts**

	Construction	Office Operations	R&D Operations
<u>Direct</u>			
Jobs	8	38	25
Wages	\$541,100	\$2,270,300	\$1,475,700
Economic Output	\$1,433,700	\$4,723,200	\$3,070,100
<u>Indirect</u>			
Jobs	2	16	10
Wages	\$145,100	\$737,900	\$479,600
Economic Output	\$424,200	\$1,956,000	\$1,271,400
<u>Induced</u>			
Jobs	5	20	13
Wages	\$211,000	\$923,800	\$600,500
Economic Output	\$635,800	\$2,783,200	\$1,809,100
<u>Total</u>			
Jobs	16	75	49
Wages	\$897,300	\$3,931,900	\$2,555,700
Economic Output	\$2,493,600	\$9,462,400	\$6,150,600

In 2016 dollars. May not sum to totals due to rounding.
Source: Rounds Consulting Group, Inc.

Construction of 10,000 square feet of office space would generate a total of \$40,200 in primary revenues for the Town. Direct secondary revenues (generated from the wages, spending, and residency of the direct construction employees) would total \$800 over the construction period. An additional \$500 would be created from the indirect and induced employees supported by construction of the office space. In total, during the construction period, \$41,500 in revenues would be generated.

At stabilized operating levels, typical office operations would generate \$7,900 in primary revenues in a year. These primary revenues are directly generated by operations at the 10,000



square feet of office space, and include utility sales taxes, retail sales taxes, lease taxes, and property taxes. The direct on-site employees generate an additional \$3,600 in revenues each year. Indirect and induced employees generate \$2,800. In total, typical office operations would generate \$14,300 each year for the Town of Florence.

Research and development operations would generate \$7,600 in annual primary revenues for the Town at stabilized operating levels. The 25 persons employed at the 10,000 square foot space would generate \$2,400 in revenues each year. An additional \$1,900 would be generated by the indirect and induced employees. At stabilized operating levels, a total of \$11,900 annual revenues would be generated for the Town.

**Scenario 1 - 10,000 Sq. Ft. of Office Space
Fiscal Impacts Summary**

	Construction	Office Operations	R&D Operations
Primary Impacts	\$40,200	\$7,900	\$7,600
Construction Sales Tax	\$37,300	-	-
FF&E Purchases - Retail Sales Tax	\$2,900	-	-
Facility Utility Sales Tax	-	\$700	\$700
Facility Purchases - Retail Sales Tax	-	\$900	\$600
Facility Lease Tax	-	\$4,000	\$4,000
Real Property Tax	-	\$2,300	\$2,300
State Shared Revenues	-	-	-
Secondary Impact from Employees	\$800	\$3,600	\$2,400
Employee Spending Sales Tax	\$400	\$2,100	\$1,400
Residents Property Tax	\$200	\$700	\$500
State Shared Revenues	\$200	\$800	\$500
Secondary Impact from Indirect & Induced Employees	\$500	\$2,800	\$1,900
Employee Spending Sales Tax	\$300	\$1,400	\$900
Residents Property Tax	\$100	\$700	\$500
State Shared Revenues	\$100	\$700	\$500
Total Fiscal Impact	\$41,500	\$14,300	\$11,900

In 2016 dollars. May not sum to totals due to rounding.
Source: Town of Florence; Rounds Consulting Group, Inc.

For perspective, if one assumes that 100,000 square feet of office space would be built, and half would be used as typical office space while the other half used as research and development space; a total of 315 direct jobs would be created, \$18.7 million in combined wages, and \$39.0 million in economic output would be generated each year. Construction would generate a total of \$415,000 in revenues for the Town of Florence. A total of \$131,000 (\$71,500 from office and \$59,500 from R&D) would be generated for the Town each year from operations.

Scenario 2 – 100 High Tech Employees



The second scenario, estimates the potential impacts generated by a high value business development with 100 high tech employees earning \$75,000 a year. Construction and operation details are based on industry standards. Scenario 2's key assumptions are summarized in the following table.

**Innovation Pavilion - 100 High Tech Employees
Assumptions**

Construction Assumptions		Operations Assumptions	
Construction Cost	\$5,734,800	Sq. Ft. / Job	400
FF&E	\$573,480	Lease Rate per Sq. Ft.	\$20.00
Total Capital Investment	\$6,308,300	NAICS: 5417	
NAICS: 23		Scientific research and development services	
Construction of new commercial structures, including farm structures			
Average Annual Wage	\$64,300		\$75,000

Source: Rounds Consulting Group, Inc.

Construction of the 100 employee development would support 34 construction jobs earning \$2.2 million in combined wages. Approximately \$5.7 million in economic activity is produced during construction. An additional 29 indirect and induced jobs are supported generating \$1.4 million in economic output. In total, 62 jobs, \$3.6 million in wages, and \$10.0 million in economic output is generated in the local economy during the construction period.

Approximately 170 indirect and induced jobs are supported by the operations of the 100 employee business. These spinoff jobs would earn a combined \$8.2 million in wages and generate \$23.2 million in economic activity each year. A total of 270 jobs, \$15.7 million in wages, and \$42.7 million in economic output is produced each year from operations.

**Innovation Pavilion - 100 High Tech Employees
Economic Impacts**

	Construction	Operations
<u>Direct</u> Jobs	34	100



Wages	\$2,164,600	\$7,500,000
Economic Output	\$5,734,800	\$19,418,100
<u>Indirect</u>		
Jobs	10	89
Wages	\$580,600	\$4,474,400
Economic Output	\$1,696,800	\$12,154,200
<u>Induced</u>		
Jobs	19	81
Wages	\$843,900	\$3,679,300
Economic Output	\$2,543,000	\$11,085,800
<u>Total</u>		
Jobs	62	270
Wages	\$3,589,100	\$15,653,700
Economic Output	\$9,974,600	\$42,658,100

In 2016 dollars. May not sum to totals due to rounding.
Source: Town of Florence; Rounds Consulting Group, Inc.

During construction, \$160,700 in primary revenues would be generated. In addition, about \$5,500 in secondary revenues would be produced by direct, indirect, and induced employees. This includes \$3,100 in direct revenues and \$2,400 in indirect and induced revenues. In total, during construction, \$166,200 in primary and secondary revenues would be generated for the Town of Florence.

Operations of the 100 employee business would generate \$22,400 in annual primary revenues each year at stabilized levels. Direct secondary revenues (generated from the wages, spending, and residency of the direct 100 employees) equal \$10,400 each year. Indirect and induced employees generate \$13,000 in revenues. In total, business operations of the 100 employee development would generate \$45,800 each year for the Town.

Innovation Pavilion - 100 High Tech Employees Fiscal Impacts Summary

	Construction	Operations
Primary Impacts	\$160,700	\$22,400
Construction Sales Tax	\$149,100	-
FF&E Purchases - Retail Sales Tax	\$11,500	-
Facility Utility Sales Tax	-	\$2,900



Facility Purchases - Retail Sales Tax	-	\$2,300
Facility Lease Tax	-	\$8,000
Real Property Tax	-	\$9,200
State Shared Revenues	\$100	-
Secondary Impact from Employees	\$3,100	\$10,400
Employee Spending Sales Tax	\$1,700	\$6,500
Residents Property Tax	\$700	\$1,900
State Shared Revenues	\$700	\$2,000
Secondary Impact from Indirect & Induced Employees	\$2,400	\$13,000
Employee Spending Sales Tax	\$1,200	\$6,300
Residents Property Tax	\$600	\$3,300
State Shared Revenues	\$600	\$3,400
Total Fiscal Impact	\$166,200	\$45,800

In 2016 dollars. May not sum to total due to rounding.
 Source: Town of Florence; Rounds Consulting Group, Inc.

As an example, if one assumes a business location will employ 10 times the estimated 100, employees; a total of a total of 1,700 indirect and induced jobs will be supported by the 1,000 operational employees. During each year of operations, about \$458,000 in revenues would be generated for the Town.

Scenario 3 – 10 Multi-Family Units

For Scenario 3, it is assumed that 10 multi-family units, averaging 600 square feet in size, would be built in Florence. Average monthly rent is assumed at \$900 per unit. The Town and County's socioeconomic and demographic characteristics were used to make assumptions on the potential impacts from the apartments' construction and operations. Scenario 3's key assumptions are listed in the following table.

Construction of the 10 apartment units would support 4 direct construction jobs earning a combined wage of \$281,500. About \$860,200 in economic activity is directly generated by construction. An additional 7 indirect and induced jobs would be supported. These jobs would earn \$313,000 in wages and generate \$966,400 in economic output. In total, 12 jobs, \$594,500 wages, and \$1.8 million in economic output is produced during construction.

Scenario 3 - 10 Multi-Family Units Assumptions

Construction Assumptions		Operations Assumptions	
Construction Cost	\$597,400	Number of Units	10
FF&E	\$59,700	Average Sq. Ft.	600
Total Capital Investment	\$657,100	Average Rent	\$900
NAICS: 23		Persons per Household	1.5
Construction of new multifamily residential structures		Minimum Household Income	\$36,000



Average Annual Wage \$66,700

Source: Rounds Consulting Group, Inc.

Scenario 3 - 10 Multi-Family Units
Economic Impacts

	Construction	Operations
<u>Direct</u>		
Jobs	4.2	2.1
Wages	\$281,500	\$59,800
Economic Output	\$860,200	\$151,400
<u>Indirect</u>		
Jobs	4.2	0.4
Wages	\$173,300	\$17,000
Economic Output	\$545,500	\$53,600
<u>Induced</u>		
Jobs	3.1	0.5
Wages	\$139,700	\$23,600
Economic Output	\$420,900	\$71,200
<u>Total</u>		
Jobs	11.5	3.0
Wages	\$594,500	\$100,500
Economic Output	\$1,826,600	\$276,200

In 2016 dollars. May not sum to totals due to rounding.
Source: Town of Florence; Rounds Consulting Group, Inc.

Approximately 15 residents would occupy the 10 multi-family units. The residential spending would support 2 direct jobs earning a combined wage of \$59,800 and generate \$151,400 in economic output. In total, 3 jobs, \$100,500 and \$276,200 in economic output is supported by residential spending.

During construction, \$16,700 in primary revenues would be generated. An additional \$700 in secondary revenues would be generated for the Town from the construction activity. In total, \$17,400 in primary and secondary revenues would be generated.

At stabilized operating levels, operations at the apartment complex would generate \$6,000 in primary revenues. These include the revenues directly associated with the complex as a whole such as the property taxes generated for the Town, and from household spending (generated by



the residents) on goods and services. In total, the 10 multi-family units would generate \$6,100 each year for the Town of Florence.

**Scenario 3 - 10 Multi-Family Units
Fiscal Impacts Summary**

	Construction	Operations
Primary Impacts	\$16,700	\$6,000
Construction Sales Tax	\$15,500	-
FF&E Purchases - Retail Sales Tax	\$1,200	-
Household Utility Sales Tax	-	\$200
Household Purchases - Retail Sales Tax	-	\$3,000
Household Lease Tax	-	\$2,200
Apartment Real Property Tax	-	\$600
State Shared Revenues	-	-
Secondary Impacts from Direct Employees	\$300	\$100
Employee Spending Sales Tax	\$100	\$100
Residents Property Tax	\$100	-
State Shared Revenues	\$100	-
Secondary Impact from Indirect & Induced Employees	\$400	-
Employee Spending Sales Tax	\$200	-
Residents Property Tax	\$100	-
State Shared Revenues	\$100	-
Total Fiscal Impact	\$17,400	\$6,100

In 2016 dollars. May not sum to total due to rounding.
Source: Town of Florence; Rounds Consulting Group, Inc.

For perspective, if one assumes 100 multi-family units would be built in Florence; construction activity would generate \$174,000 in revenues. Spending by the residents of the apartment complex and the employees who are supported by the spending would generate \$61,000 in annual revenues for the Town.

Exhibit E

Schedule of Deliverables

Innovation Pavilion's (IP) goal in campus development is to transform the Town of Florence into a thriving, modern and innovative locale. IP will create a physically connected environment between the new build, retrofit, and existing buildings where it is easy to walk from one building to another with a consistent look and feel. The campus will include parking solutions, green-spaces and streetscapes to accommodate incoming workers and visitors.

There are two phases to the Development Agreement, the Pre-Development Phase and Development Phase. During the Pre-Development Phase (Sub Task B), IP will begin convening local stakeholders and complete initial development milestones for the project that will result in a Project Feasibility Study. The Development Phase (Phase 1) includes Sub Task (C) Property Acquisition and Sub Task (D) Construction of On-site and Off-site improvements.

The following deliverables will be provided by Innovation Pavilion during the Pre-development Phase:

Pre-Development Phase Sub Task (B)

Project Community Manager

1. A Project Community Manager will be hired within 90 days of the Development Agreement Effective Date. The Project Community Manager will begin convening local stakeholders within 180 days of the Development Agreement Effective Date.
2. Partners and stakeholders will be identified and convened to include economic development entities, town leaders, corporations, corrections, entrepreneurs, universities, schools, library and the local investor community. The purpose is to understand and document all viewpoints to incorporate into the innovation campus model.
 - a. Conduct a minimum of 15 stakeholder meetings.
 - b. Produce a plan of activities and initiatives to be done with stakeholders that includes a schedule, budget, and roles.
 - c. Promote the Town of Florence locally, regionally and nationally as the key sponsor of all events held the first year.
 - d. Bring together community leaders, corporate thought leaders, entrepreneurs, and community members for the first event.
 - e. The local IP team will define niche communities for meetings.
 - f. The Project Community Manager will host regular networking functions.

Exhibit E

3. An Executive Board will be established to assist with the unique design elements of the innovation campus and innovation services in Florence. The Executive Board will meet quarterly to:
 - a. Provide input on innovation campus elements, location, and design.
 - b. Provide introductions to key stakeholders, partners, and sponsors.
 - c. Provide input on niche community, innovation services, and events.
 - d. Review of annual strategy and goals.
 - e. Provide “wise counsel” on issues raised by IP team.
 - f. Be an ambassador at and for Innovate Florence events and the community of Florence.
 - g. Act as a resource for the Project Community Manager, Regional Vice President local IP team, and Florence community.

4. A Volunteer Board will be established that meets bi-monthly or at their discretion to help plan, promote, and execute community events and innovation programs. Board members will assist in tactical planning and activities including marketing, event planning, and running events. Other duties include outreach, networking, and building community.

Real Estate Developer Recruitment and Selection

1. Within 9 months of the Development Agreement Effective Date, a real estate developer will be recruited and selected.
 - a. IP will meet with local real estate developers and work with current national partners to identify the appropriate partner(s) for the project.
 - b. IP will contract with a real estate developer for the project.

Corporate Innovation Analysis, Inventory, and Plan

1. Within 6 months of the Development Agreement Effective Date, a corporate innovation analysis, inventory and plan will be conducted for high growth and large local and corporations in the region.
 - a. Assess the need for corporate innovation services and infrastructure.
 - b. Produce a plan for the Town to attract and retain high growth and large corporations, bring best of breed innovation practices to Florence and the IP campus.
 - c. ACCELERATOR 2.0 will be used as a model designed for emerging second stage companies that will deliver four topics critical to entrepreneurs looking to launch, scale and grow their business.
 - d. Provide access to investors to include an investor preparedness assessment, investor matching, equity and reward-based crowdfunding mentoring, supply chain financing and community loan resources.

Exhibit E

- e. Provide key customer acquisition that includes market validation assessments, business plan assessments, pitch coaching, brand refinement and product launch planning.
 - f. Provide supply chain infrastructure and financing that includes access to contract manufacturers, inventory management, prototyping and testing, and financing against purchase orders.
 - g. Provide business plan optimization that includes lean startup technology, design thinking and agile processes to redefine the business.
 - h. Provide structured entrepreneurial programming in the areas of Access to Funding, Advisory Network, Preferred Service Provider Network, and Marketing and Promotion for Entrepreneurs and Innovators.
2. Identify three to four niche communities that will be built-out through meetings, business plan competitions, hackathons and matchmaking. IP will provide matchmaking, mentoring, public relations and marketing, access to funding, and innovation company inventories to the identified communities.

SMART City Analysis, Inventory, and Plan

1. Within 6 months of the Development Agreement Effective Date, a SMART City analysis, inventory and plan will be conducted.
 - a. Provide a SMART City presentation by IP SMART City Consortium with key town leadership and department heads.
 - b. Complete a Town innovation audit by engaging with stakeholders and build a list of potential prospects for Town innovation that represent best practices.
 - c. Assist the Town with selecting SMART City projects to implement based on the plan.
 - d. Conduct SMART City events to bring together stakeholders including the community, Town and corporations.

Workforce Development Analysis, Inventory, and Plan

1. Within 6 months of the Development Agreement Effective Date, a workforce development analysis, inventory and plan will be conducted.
 - a. Produce a report that includes workforce development best practices, an inventory of organizations in education and workforce, identify gaps between current and best practices, and an implementation plan.
 - b. Create a plan to implement STEM School K-12 and Higher Ed Skills Training Offering.

Real Estate Analysis

1. Within 6 months of the Development Agreement Effective Date, a real estate analysis will be conducted to study the viability of commercial, residential and other development.

Exhibit E

2. Create a target list of potential tenants that fit the credit and business needs of the campus in partnership with the Town and real estate developers.

Tenant Recruitment

Tenant recruitment will take place on an on-going basis throughout the Pre-development phase.

Financial Summary and Model

Within 9 months of the Development Agreement Effective Date, a financial summary and business model will be provided that is customized for the innovation campus.

Site Plan and Programming

1. Within 9 months of the Development Agreement Effective Date, a site plan and programming will be created for the IP campus.
 - a. Plan will have a conceptual design for the selected site including size of campus, type of real estate assets, parking, schedule, any required pre-work and real estate programming.
 - b. Identify community assets that fit into the campus model and can be programmed with innovation services.
2. Create innovation services and propose programming that aligns with the physical elements of the innovation campus in the three areas of entrepreneurial programming, town and corporate innovation, and education.

Preliminary Feasibility Study

1. No later than one year after the Development Agreement Effective Date, IP will deliver the Preliminary Feasibility Study (Innovate Florence Report) to the Town of Florence.
2. IP will submit the study to the Town of Florence for review and comment and provide a final Feasibility Study no later than 60 days after feedback is given on the study.
 - a. The study will include a detailed phasing plan that identifies site and infrastructure public improvements including an analysis of public improvements to be provided in connection with the first phase of the project.

Development Phase 1 Sub Task (C) Property Acquisition

Appraisal

Exhibit E

Within 6 months from completion of the Pre-Development Phase, a property appraisal will be completed for the property acquisition.

Title Report


A title report will be provided prior to property acquisition.

Property Acquisition

Within 8 months from completion of the Pre-Development Phase, IP will acquire a 12-acre parcel of land for development under either the County Option or Government Property Lease Excise Tax (GPLET).

County Option – Provide written notice of such election and promptly enter into a “Lease Option Agreement” with Pinal County once the Town conveys property to the County.

GPLET Option – Negotiate in good faith an amendment to the Development Agreement (GPLET Amended Development Agreement) and a GPLET Lease Agreement in a form acceptable to the County and Town.

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8b.
MEETING DATE: October 2, 2017 DEPARTMENT: Development Services STAFF PRESENTER: Michelle Orton, Planning Manager SUBJECT: Resolution No. 1645-17: Final Plat for Anthem at Merrill Ranch Unit 5		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1 st Reading <input type="checkbox"/> 2 nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input checked="" type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Property <input type="checkbox"/> Leadership and Governance <input checked="" type="checkbox"/> Partnership and Relationships <input checked="" type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Motion to adopt Resolution No. 1645-17: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY ARIZONA, APPROVING THE FINAL PLAT FOR ANTHEM AT MERRILL RANCH UNIT 5; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS

BACKGROUND/DISCUSSION:

Pulte Home Company, LLC requests approval of Final Plat of Anthem at Merrill Ranch (AMR) Unit 5 the proposed subdivision located within the AMR Planned Unit Development (PUD). This area will be part of the Parkside of the AMR community.

There are 57 single-family residential lots proposed for this 14.24 +/- acre subdivision. The resultant density for this particular unit will be 4.0 dwelling units per acre. The PUD zoning permitted an overall single-family residential density of 3.5 dwelling units per acre for AMR.

Neighborhood streets in this unit are designed and constructed with a 42-foot-wide right-of-way (ROW). The 42-foot ROW will be utilized for this subdivision to ensure ADA compliance.

The Preliminary Plat for AMR Unit 5 was approved by the Planning and Zoning Commission on April 20, 2017. The Town of Florence Public Works and Fire Department staff have reviewed the proposed subdivision and support the approval of this Final Plat. Street names and addresses have been approved by the Town's GIS Coordinator and water and sewer infrastructure will be provided by Johnson Utilities.

A VOTE OF NO WOULD MEAN:

That Council has rejected the final plat for any reason whatsoever, the reasons therefore shall be recorded in the minutes pursuant to Section 150.233 (B). The applicant would be required to return to the final plat process with the new revisions.

A VOTE OF YES WOULD MEAN:

The Final Plat Anthem at Merrill Ranch, Unit 5 is approved and will be recorded with the office of the Pinal County Recorder.

FINANCIAL IMPACT:

Pulte Home Company, LLC. will construct the roadways within this subdivision to Town standards and will maintain the roadways until the end of the construction warranty period.

Development of this subdivision allows for continued rooftop development and population growth within the Town of Florence, which subsequently will facilitate new employment and commercial opportunities.

ATTACHMENTS:

Resolution No. 1645-17
Final Plat for Anthem at Merrill Ranch Unit 5

RESOLUTION NO. 1645-17

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE FINAL PLAT FOR ANTHEM AT MERRILL RANCH UNIT 5; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.

WHEREAS, the Final Plat Anthem at Merrill Ranch Unit 5 is consistent with the approved Anthem at Merrill Ranch Planned Unit Development; and

WHEREAS, the Preliminary Plat for Anthem at Merrill Ranch Unit 5 was approved by the Planning and Zoning Commission on April 20, 2017.

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

1. Approve the Final Plat for Anthem at Merrill Ranch Unit 5 subject to Developer/Owner's compliance with all applicable laws and ordinances.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, this 2nd day of October 2017.

Tara Walter, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

FINAL PLAT ANTHEM AT MERRILL RANCH UNIT 5 (TOWN OF FLORENCE, AZ)

SITUATED WITHIN THE SOUTHWEST QUARTER OF SECTION 20,
TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN,
TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

DECLARATION, TITLE WARRANTY AND DEDICATION

STATE OF ARIZONA } ss.
COUNTY OF PINAL }

KNOW ALL MEN BY THESE PRESENTS:

PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY (HEREINAFTER REFERRED TO IN THIS PLAT AS THE "MASTER DEVELOPER"), AS OWNER HAS SUBDIVIDED UNDER THE NAME ANTHEM AT MERRILL RANCH - UNIT 5, LOCATED WITHIN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AND HEREBY DECLARES THIS PLAT SETS FORTH THE LOCATION AND DIMENSIONS OF THE LOTS, TRACTS, STREETS, AND EASEMENTS CONSTITUTING SAME AND THAT SAID LOTS, TRACTS AND STREETS SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN EACH RESPECTIVELY.

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

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

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

EASEMENTS ARE DEDICATED AS SHOWN ON THIS PLAT.

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

AS DESIGNATED ON THIS PLAT, THREE FOOT WIDE WALL MAINTENANCE EASEMENTS GRANTING ACCESS TO CONSTRUCT AND MAINTAIN OR REPAIR WALLS AND WALL FOOTINGS WITHIN THE WALL MAINTENANCE EASEMENT IS DEDICATED TO THE ANTHEM PARKSIDE AT MERRILL RANCH COMMUNITY ASSOCIATION, INC.

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

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

IN WITNESS WHEREOF:

PULTE HOME COMPANY, LLC, AS OWNER, HAS HERETO CAUSED ITS NAME TO BE AFFIXED AND HAS EXECUTED THIS SUBDIVISION

PLAT BY THE SIGNATURE OF THE UNDERSIGNED, DULY AUTHORIZED, THIS _____ DAY OF _____, 20____.

PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY,

BY: _____

ITS: _____

ACKNOWLEDGEMENT

STATE OF _____ } ss.
COUNTY OF _____ }

ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED.

_____, WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FORGING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

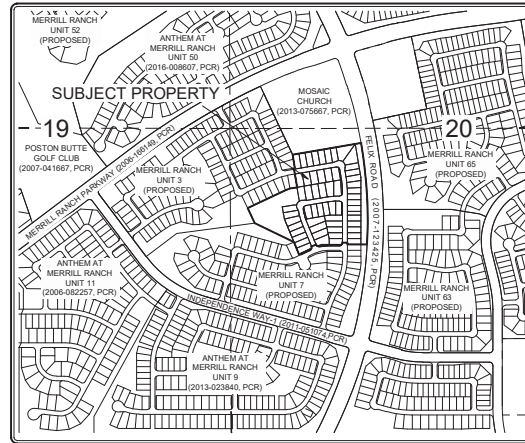
IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC DATE _____

MY COMMISSION EXPIRES: _____, 20____.

MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1

NOTWITHSTANDING THE FOREGOING, THE OWNER OF THE REAL PROPERTY WHICH IS THE SUBJECT OF THIS PLAT, (COLLECTIVELY WITH PREDECESSORS AND SUCCESSORS AND THEIR ASSIGNS PURSUANT TO THE HEREINAFTER DESCRIBED DEVELOPMENT AGREEMENT, THE "OWNERS"), HEREBY RESERVE AN INTEREST IN ANY OF THE FOREGOING REAL PROPERTY UPON WHICH WOULD BE "PUBLIC INFRASTRUCTURE" AS SUCH TERM IS DEFINED IN SECTION 48-701, ARIZONA REVISED STATUTES, HAS BEEN OR IS TO BE CONSTRUCTED. EXCEPT IF RELEASED PRIOR THERETO AS HEREINAFTER DESCRIBED, SUCH INTEREST IS, IF THE OWNERS BECOME A PARTY TO THE DEVELOPMENT AGREEMENT, TO BE ACQUIRED PURSUANT TO A DEVELOPMENT AGREEMENT, ORIGINALLY DATED NOVEMBER 1, 2005, AND AS THEREBY AMENDED AFTER, AMONG THE OWNERS, THE TOWN OF FLORENCE, ARIZONA (THE "MUNICIPALITY") AND MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1, AMONG OTHERS. SUCH DISTRICT WILL ACQUIRE SUCH PUBLIC INFRASTRUCTURE PURSUANT TO SUCH DEVELOPMENT AGREEMENT. (SUCH INTEREST IS LIMITED TO ONE NECESSARY TO ACCOMMODATE THE FINANCING OF THE ACQUISITION OF SUCH PUBLIC INFRASTRUCTURE (INCLUDING OF SUCH INTEREST IN SUCH REAL PROPERTY) PURSUANT TO SUCH DEVELOPMENT AGREEMENT). SUCH INTEREST TO BE RELEASED UPON THE EARLIER OF THE ACQUISITION OF SUCH PUBLIC INFRASTRUCTURE ONLY BY SUCH DISTRICT PURSUANT TO SUCH DEVELOPMENT AGREEMENT AND NOVEMBER 31, 2038.



LOCATION MAP

1" = 500'

SHEET INDEX

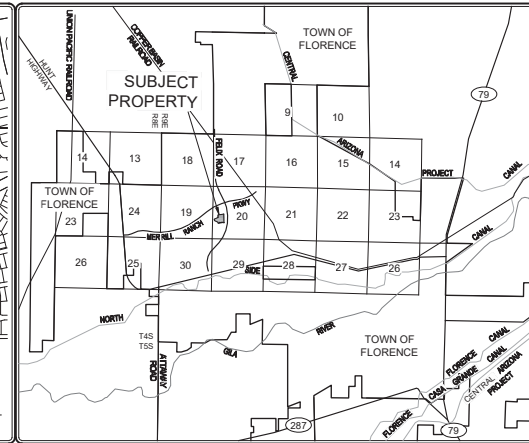
SHEET NO.	CONTENTS
1	COVER SHEET
2	INDEX MAP/LEGAL DESCRIPTION
3	UNIT 5 LAYOUT
4	UNIT 5 LAYOUT
5	UNIT 5 LAYOUT
6	UNIT 5 SDT DETAILS

TRACT AREA TABLE

TRACT	AREA (AC)	USAGE
TRACT A	2,227.78	LANDSCAPE, DRAINAGE, STORM DRAIN, PUBLIC UTILITY & RETENTION
TRACT B	0.0018	LANDSCAPE, DRAINAGE & PUBLIC UTILITY EASEMENT
TRACT C	0.0434	LANDSCAPE, DRAINAGE & PUBLIC UTILITY EASEMENT
TRACT D	0.0291	LANDSCAPE, DRAINAGE & PUBLIC UTILITY EASEMENT
TRACT E	0.0207	LANDSCAPE, DRAINAGE & PUBLIC UTILITY EASEMENT
TRACT F	0.0553	LANDSCAPE, DRAINAGE & PUBLIC UTILITY EASEMENT
TRACT G	0.0735	LANDSCAPE, DRAINAGE, STORM DRAIN & PUBLIC UTILITY EASEMENT
TRACT H	1.0196	LANDSCAPE, DRAINAGE, STORM DRAIN, PUBLIC UTILITY & RETENTION

GENERAL NOTES

1. ALL-WEATHER ACCESS WILL BE PROVIDED TO ALL LOTS WITHIN THIS SUBDIVISION.
2. ALL PROPOSED DWELLING UNITS SHALL BE SINGLE FAMILY, DETACHED.
3. THIS SUBDIVISION IS SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ANTHEM AT MERRILL RANCH.
4. PUBLIC UTILITY FACILITY EASEMENT WOULD BE LAND DEDICATED FOR INSTALLATION OF FACILITIES OVERHEAD AND UNDERGROUND, FURNISHED FOR USE BY THE PUBLIC. THIS TYPE OF EASEMENT MAY BE USED TO DEDICATE INGRESS TO PROPERTY, AS IN PRIVATE STREET SUBDIVISIONS. ALSO INCLUDED ARE IMPROVEMENTS SUCH AS STREETLIGHTS, TRAFFIC SIGNALS DEVICES, SIDEWALK, AND FLOOD CONTROL. THESE FACILITIES MAY BE OWNED AND OPERATED BY THE MUNICIPALITY OR DULY AUTHORIZED TOWN OF FLORENCE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA.
5. CONSTRUCTION WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO UTILITIES, FENCES AND DRIVEWAYS, SIDEWALKS AND INSTALLATION OF STREET SIGNS.
6. NO STRUCTURES OR VEGETATION OF ANY KIND THAT WOULD IMPEDE THE FLOW OF WATER THROUGH THE EASEMENTS MAY BE CONSTRUCTED, PLANTED OR ALLOWED TO GROW WITHIN DRAINAGE EASEMENTS.
7. ONLY GROUND COVER AND BUSHES ARE ALLOWED TO BE PLANTED WITHIN EASEMENTS DEDICATED FOR THE EXCLUSIVE USE OF WATER, SANITARY SEWER, RECLAIMED WATER OR ANY COMBINATION THEREOF, NO TREES ARE ALLOWED.
8. VISIBILITY EASEMENT RESTRICTIONS: ANY OBJECT, WALL, STRUCTURE, MOUND, OR LANDSCAPING (WATERS) OVER 24" IN HEIGHT IS NOT ALLOWED WITHIN THE VISIBILITY EASEMENT (SEE SHEET 2 FOR DETAIL) OR THE INTERSECTION SIGHT DISTANCE TRIANGLE (SEE SHEET 8 FOR DETAILS).
9. TRACT, LOT AND PARCEL MONUMENTATION TO SET AT THE COMPLETION OF STREET PAVING.
10. ALL TRACTS THAT WILL NOT BE DEDICATED TO THE TOWN OF FLORENCE AND ALL COMMON PROPERTY SHALL BE IMPROVED IN ACCORDANCE WITH PLANS APPROVED BY THE TOWN OF FLORENCE AND SHALL BE CONVEYED BY WARRANTY (OR SPECIAL WARRANTY) DEED TO THE COMMUNITY ASSOCIATION. THE COMMUNITY ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMON PROPERTY.
11. ALL PROPERTY LINES SHOWN INTERSECTING AN ARC ARE TO BE ASSUMED RADIAL, UNLESS NOTED AS NON-RADIAL (NR).
12. POSITIONAL TOLERANCE FOR WALLS COMMON TO TWO LOTS IS +/-1.00 FOOT FROM COMMON LOT LINE. WALLS COMMON TO A LOT AND A TRACT OR RIGHT-OF-WAY ARE TO BE WITHIN THE WALL MAINTENANCE EASEMENT.
13. DEVELOPMENT WITHIN THIS FINAL PLAT SHALL CONFORM WITH THE 2006 INTERNATIONAL FIRE CODE.
14. UNIT 5 LIES WITHIN FLOOD ZONE X, PER FEMA FIRM PANEL 875 OF 2575, MAP NUMBER 04021C0875E, DECEMBER 4, 2007.



VICINITY MAP

NOT TO SCALE

BASIS OF BEARING

THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 20, (WEST QUARTER CORNER BEING A 1/2" REBAR, NO ID, FOUND AND THE NORTHWEST CORNER BEING A 3" ALUM. CAP, NO ID, FOUND), TOWNSHIP 4 SOUTH, RANGE 9 EAST, OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, BEARING BEING N001555"W, THE HORIZONTAL DISTANCE BETWEEN MONUMENTS BEING 2644.14'.

WATER AND SEWER SERVICE CERTIFICATION

ANTHEM AT MERRILL RANCH UNIT 5 IS WITHIN THE SERVICE AREA OF JOHNSON UTILITIES, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO A.R.S. 45-576. A COMMITMENT TO SUPPLY WATER SERVICE TO THIS PLATED SUBDIVISION HAS BEEN RECEIVED FROM SAID COMPANY AS EVIDENCED BY JOHNSON UTILITIES DRINKING WATER SERVICE AGREEMENT, A COPY OF WHICH IS SUBMITTED WITH THIS PLAT. ON-SITE SANITARY SEWER DISTRIBUTION LINES WILL BE CONSTRUCTED BY THE DEVELOPER OF THIS SUBDIVISION AND OWNED AND MAINTAINED BY JOHNSON UTILITIES, L.L.C.

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

BY: _____

ITS: _____

ACKNOWLEDGEMENT

STATE OF _____ } ss.
COUNTY OF _____ }

ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED,

PERSONALLY APPEARED _____, WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FORGING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

_____, NOTARY PUBLIC DATE _____

MY COMMISSION EXPIRES: _____, 20____.

COUNTY RIGHT-OF-WAY EASEMENT ABANDONED AS PART OF THIS RECORDING

PCR No. _____ AREA (AC) USAGE _____
DKT 375, PG 572, PCR N/A COUNTY RIGHT-OF-WAY SW 1/4 SEC 20, T4S, R9E

APPROVALS

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

ARIZONA, THIS _____ DAY OF _____, 20____

APPROVED BY: _____ DATE: _____

DEVELOPMENT SERVICES DIRECTOR
TOWN OF FLORENCE, ARIZONA

APPROVED BY: _____ DATE: _____

TOWN ENGINEER
TOWN OF FLORENCE, ARIZONA

APPROVED BY THE COUNCIL OF THE TOWN OF FLORENCE, ARIZONA, THIS _____ DAY

OF _____, 20____.

APPROVED BY: _____ DATE: _____

MAYOR

ATTEST: _____ DATE: _____

TOWN CLERK

RECORDER

STATE OF ARIZONA } ss.
COUNTY OF PINAL }

I hereby certify that the within instrument is filed in the official records of this County as:

File No. _____
Date: _____
Request of: _____
Witness my hand and official seal:
Virginia Ross Pinal County Recorder
By: _____ Deputy

DEVELOPER / OWNER PULTE HOME COMPANY, LLC

16767 PERIMETER DRIVE STE. 100
SCOTTSDALE, AZ 85260-1042
480.391.6037

SURVEYOR BAXTER DESIGN GROUP, LLC

7580 N. DOBSON ROAD, SUITE 200
SCOTTSDALE, AZ 85256
480.816.6001

LAND USE INFORMATION

GROSS AREA	14,247.0 ACRES
OPEN SPACE	3,486.0 ACRES
RIGHT-OF-WAY AREA	1,816.4 ACRES
NET AREA	10,430.6 ACRES
TOTAL LOTS	57
PROPOSED DENSITY	4,000.8 D.U./AC.
ZONING	P.U.D. R-1

UTILITIES AND SERVICES

GAS	SOUTHWEST GAS
SEWER	JOHNSON UTILITIES CO
WATER	JOHNSON UTILITIES CO
ELECTRIC	ARIZONA PUBLIC SERVICE (APS)
TELEPHONE	CENTURY LINK COMM.
SOLID WASTE DISPOSAL	TOWN OF FLORENCE
CABLE	COX/ONET COMMUNICATIONS
POLICE	TOWN OF FLORENCE
FIRE	FIRE DEPARTMENT
SCHOOLS	FLORENCE UNIFIED SCHOOL DISTRICT

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

SURVEYOR CERTIFICATION

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

DATE: SEPTEMBER 12, 2017

DESIGNED BY: MDC

DRAWN BY: KTS

CHECKED BY: JMW

PROJECT CODE: FINAL PLAT



J.W. WEEKS, R.L.S., 43021
BAXTER DESIGN GROUP, LLC
7580 N. DOBSON ROAD, SUITE 200
SCOTTSDALE, AZ 85256

BY SIGN:

PULTE HOME COMPANY ANTHEM AT MERRILL RANCH

FINAL PLAT - UNIT 5

SITUATED WITHIN THE SOUTH WEST 1/4 OF SECTION 20,
TOWNSHIP 4 SOUTH, RANGE 9 EAST
OF THE GILA AND SALT RIVER MERIDIAN,
TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

UNIT 5
COVER SHEET
SHEET 1 OF 6

480-391-6037 (PH) 480-391-6037 (FAX) 480-391-6037 (CELL) 480-391-6037 (WWW)

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 20 (1/2" REBAR, NO ID, FOUND) FROM WHICH THE NORTHWEST CORNER OF SECTION 20 (3" ALUMINUM CAP, NO ID, FOUND) BEARS NORTH 00 DEGREES 15 MINUTES 55 SECONDS WEST (BASIS OF BEARING), A DISTANCE OF 6444.14 FEET AND THE CENTER QUARTER CORNER OF SECTION 20 (1/2" REBAR, ILLEGIBLE CAP, FOUND) BEARS NORTH 89 DEGREES 56 MINUTES 33 SECONDS EAST, A DISTANCE OF 2621.62 FEET;

THENCE NORTH 89 DEGREES 56 MINUTES 33 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 20, A DISTANCE OF 533.02 FEET, TO A POINT FROM WHICH THE CENTER QUARTER CORNER OF SECTION 20 BEARS NORTH 89 DEGREES 56 MINUTES 33 SECONDS EAST A DISTANCE OF 2088.60 FEET;

THENCE SOUTH 03 DEGREES 03 MINUTES 27 SECONDS EAST, A DISTANCE OF 223.88 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 80 DEGREES 15 MINUTES 37 SECONDS EAST, A DISTANCE OF 592.23 FEET;

THENCE SOUTHERLY AN ARC DISTANCE OF 887.48 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT FROM WHICH THE RADIUS POINT BEARS SOUTH 80 DEGREES 15 MINUTES 38 SECONDS WEST, A DISTANCE OF 3002.50 FEET AND HAVING A CENTRAL ANGLE OF 12 DEGREES 39 MINUTES 20 SECONDS;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 166.86 FEET;

THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 15.32 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 42.00 FEET;

THENCE SOUTHWESTERLY AN ARC DISTANCE OF 39.27 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT FROM WHICH THE RADIUS POINT BEARS NORTH 20 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 25.00 FEET AND HAVING A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 107.81 FEET;

THENCE WESTERLY AN ARC DISTANCE OF 64.02 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 271.00 FEET AND A CENTRAL ANGLE OF 13 DEGREES 32 MINUTES 00 SECONDS;

THENCE NORTHWESTERLY AN ARC DISTANCE OF 39.27 FEET ALONG A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 81 DEGREES 03 MINUTES 35 SECONDS;

THENCE SOUTH 69 DEGREES 52 MINUTES 31 SECONDS WEST, A DISTANCE OF 42.04 FEET;

THENCE SOUTHWESTERLY AN ARC DISTANCE OF 38.07 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT FROM WHICH THE RADIUS POINT BEARS SOUTH 67 DEGREES 31 MINUTES 27 SECONDS WEST, A DISTANCE OF 25.00 FEET AND HAVING A CENTRAL ANGLE OF 87 DEGREE 14 MINUTES 37 SECONDS;

THENCE SOUTH 64 DEGREES 46 MINUTES 04 SECONDS WEST, A DISTANCE OF 84.89 FEET;

THENCE NORTH 84 DEGREES 16 MINUTES 07 SECONDS WEST, A DISTANCE OF 17.49 FEET;

THENCE NORTH 22 DEGREES 28 MINUTES 33 SECONDS WEST, A DISTANCE OF 112.17 FEET;

THENCE NORTH 64 DEGREES 17 MINUTES 21 SECONDS WEST, A DISTANCE OF 371.48 FEET;

THENCE NORTH 25 DEGREES 11 MINUTES 26 SECONDS WEST, A DISTANCE OF 141.38 FEET;

THENCE NORTH 64 DEGREES 48 MINUTES 34 SECONDS WEST, A DISTANCE OF 355.67 FEET;

THENCE NORTH 68 DEGREES 08 MINUTES 18 SECONDS EAST, A DISTANCE OF 41.64 FEET;

THENCE NORTH 80 DEGREES 15 MINUTES 37 SECONDS EAST, A DISTANCE OF 62.43 FEET;

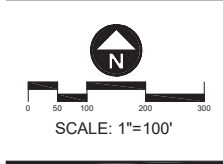
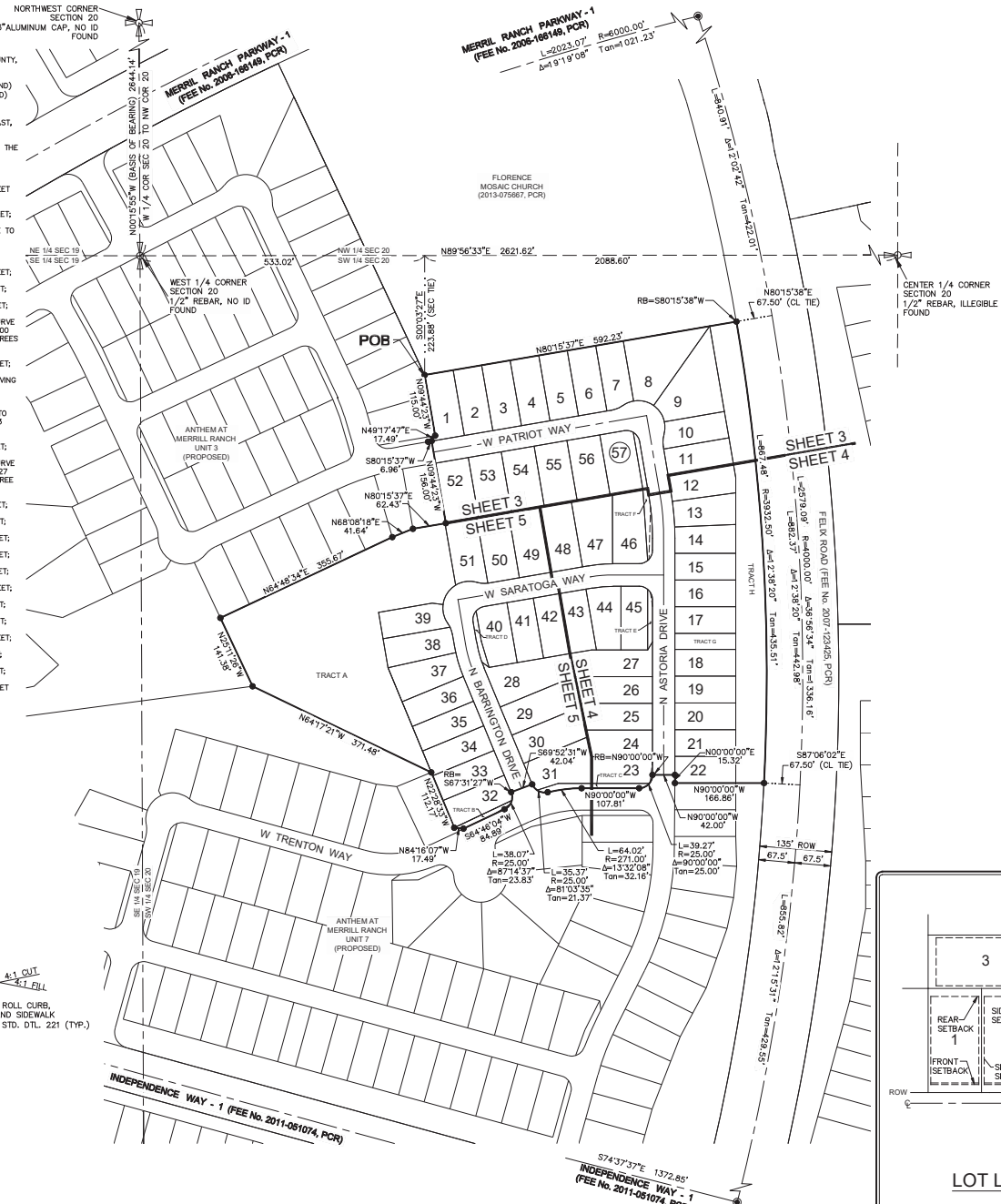
THENCE NORTH 09 DEGREES 44 MINUTES 23 SECONDS WEST, A DISTANCE OF 156.00 FEET;

THENCE SOUTH 80 DEGREES 15 MINUTES 37 SECONDS WEST, A DISTANCE OF 6.96 FEET;

THENCE NORTH 49 DEGREES 17 MINUTES 47 SECONDS EAST, A DISTANCE OF 17.49 FEET;

THENCE NORTH 09 DEGREES 44 MINUTES 23 SECONDS WEST, A DISTANCE OF 115.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 14.2470 ACRES MORE OR LESS.



RECORDER

STATE OF ARIZONA }
COUNTY OF PINAL } SS

I hereby certify that the within instrument is filed in the official records of this County as File No. _____

Date: _____

Request of: _____

Witness my hand and official seal: _____

Virginia Ross Pinal County Recorder
By: _____ Deputy

- SYMBOL LEGEND**
- SECTION CORNER, GLO BRASS CAP, UNLESS NOTED OTHERWISE
 - QUARTER CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
 - CENTERLINE MONUMENT (BRASS CAP, OR AS NOTED)
 - 1/2" REBAR & CAP, RLS 21065, SET (UNLESS NOTED OTHERWISE)
- LINE LEGEND**
- BREAK LINE
 - CENTERLINE OF ROADWAY
 - EASEMENT LINE
 - BOUNDARY
 - PROPERTY LINE
 - ROW
 - SECTION LINE
 - TERMINAL POINT ON ROW
 - INDICATES THAT PORTION OF THE 3" COUNTY ROW EASEMENT TO BE ABANDONED AS PART OF THIS RECORDING.

- ABBREVIATIONS**
- (AD) ACRE
 - AL ALLIUMIN CAP
 - BC BRASS CAP
 - BK BOOK
 - (BOB) BASIS OF BEARING
 - CMU CONCRETE MASONRY UNIT
 - SOCKET
 - FND FOUND MONUMENT
 - GEN GENERAL LAND OFFICE
 - LE LANDSCAPE EASEMENT
 - LS LAND SURVEYORS REGISTRATION No.
 - MEASURED
 - MOL MORE OR LESS
 - NO ID NO IDENTIFICATION, (NO LS No.)
 - (NR) INDICATES LINE IS NOT RADIAL TO CURVE
 - NTS NOT TO SCALE
 - PCR PINAL COUNTY RECORDER
 - POB POINT OF BEGINNING
 - PUFE PUBLIC UTILITY FACILITY EASEMENT/ DRAINAGE EASEMENT
 - (R) RECORD
 - R # RADIAL BEARING
 - (RB) RADIAL BEARING
 - RIGHT OF WAY
 - SEC # SECTION No.
 - SD STORM DRAIN EASEMENT
 - SLD SLIDE
 - SSE SANITARY SEWER EASEMENT
 - SOI SIGHT TRIANGLE
 - T # TOWNSHIP LINE No. SOUTH
 - TOP TOP OF FLORENCE
 - UVT UNOBSTRUCTED VIEW TRIANGLE
 - WAE WHEELCHAIR NON-ACCESS EASEMENT
 - WE WATERLINE EASEMENT
 - WME WALL MAINTENANCE EASEMENT

BAXTER DESIGN GROUP

DATE: SEPTEMBER 12, 2017

DESIGNED BY: JMW

DRAWN BY: JTS

CHECKED BY: JMW

PROJECT: FINAL PLAT

SCALE: N.T.S.

REVISIONS:

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52. _____

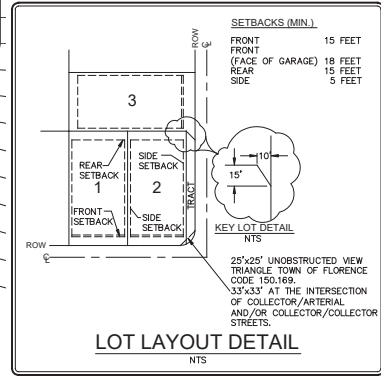
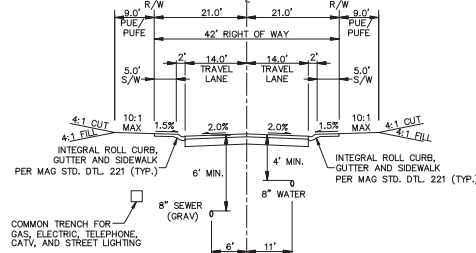
53. _____

54. _____

55. _____

56. _____

57. _____



PULTE HOME COMPANY

ANTHEM AT MERRILL RANCH

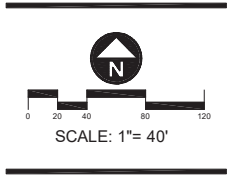
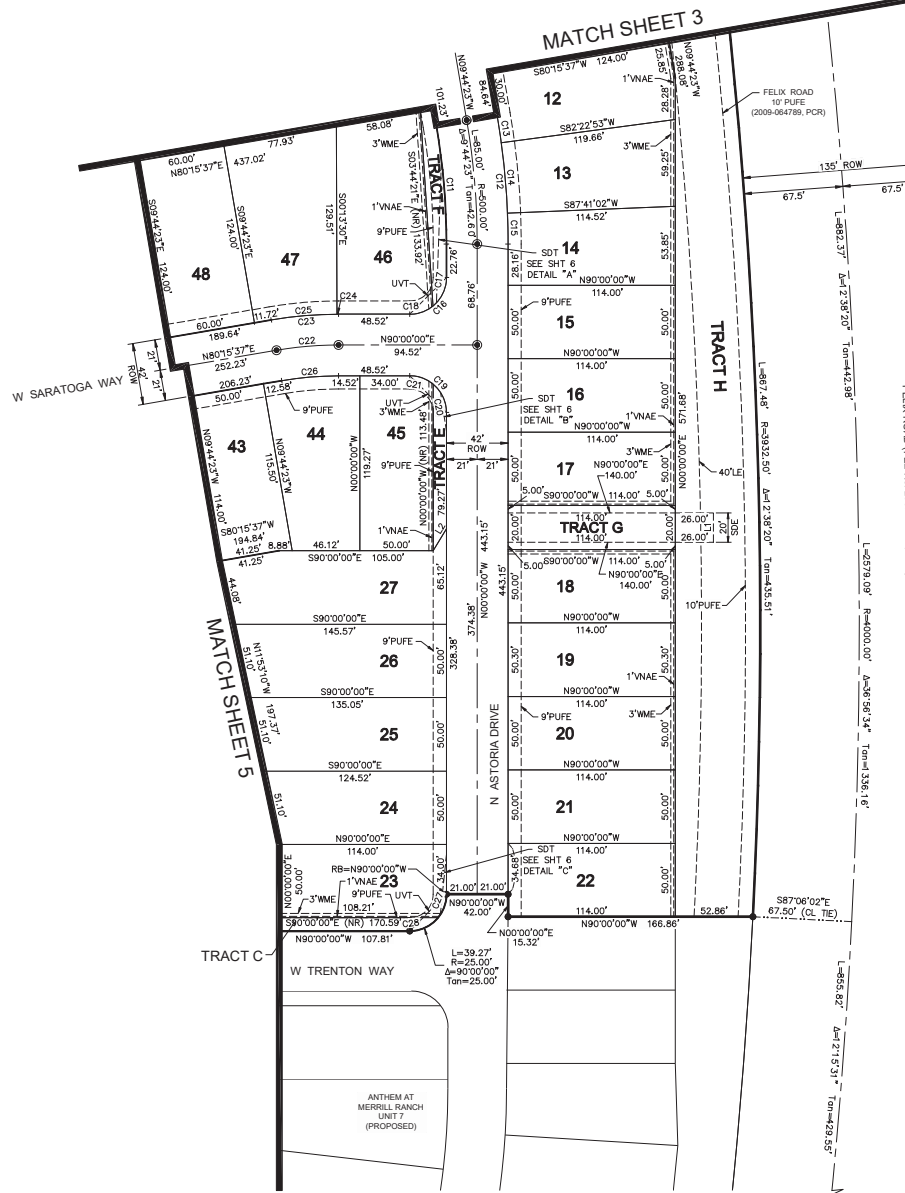
FINAL PLAT - UNIT 5

SITUATED WITHIN THE SOUTH WEST 1/4 OF SECTION 20, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

UNIT 5

INDEX MAP SHEET 2 OF 6

ARIZONA LAND SURVEYORS BOARD REGISTRATION NO. 123456789
SEPTEMBER 12, 2017 | 10:00 AM



RECORDER

STATE OF ARIZONA }
 COUNTY OF PINAL } SS

I hereby certify that the within instrument is filed in the official records of this County as File No. _____ Date: _____ Request of: _____ Witness my hand and official seal: _____ Pinal County Recorder By: Virginia Ross Deputy

- SYMBOL LEGEND**
- SECTION CORNER, GLO BRASS CAP, UNLESS NOTED OTHERWISE
 - QUARTER CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
 - CENTERLINE MONUMENT (BRASS CAP, OR AS NOTED)
 - REBAR & CAP, RLS 21065, SET (UNLESS NOTED OTHERWISE)
- LINE LEGEND**
- BREAK LINE
 - CENTERLINE OF ROADWAY
 - EASEMENT LINE
 - BOUNDARY PROPERTY LINE
 - ROW
 - SECTION LINE
 - TERMINAL POINT ON ROW
- UNLESS NOTED OTHERWISE, THIS PORTION OF THE 3RD COUNTY ROW EASEMENT TO BE ABANDONED AS PART OF THIS RECORDING.

- ABBREVIATIONS**
- (AD) ACRE
 - AL ALUMINUM CAP
 - BC BRASS CAP
 - BOOK
 - (BOOK) BASIS OF BEARING
 - CMU CONCRETE MASONRY UNIT
 - FND FOUND MONUMENT
 - GLO GENERAL LAND OFFICE
 - LANDSCAPE EASEMENT
 - LS LAND SURVEYORS REGISTRATION No.
 - MEASUREMENT
 - MOL MORE OR LESS
 - NO ID NO IDENTIFICATION, (NO LS No.)
 - (NR) INDICATES LINE IS NOT RADIAL TO CURVE
 - NTS NOT TO SCALE
 - PC PINAL COUNTY RECORDER
 - PAGE
 - PBE POINT OF BEGINNING
 - PUFE PUBLIC UTILITY FACILITY EASEMENT/ DRAINAGE EASEMENT
 - R RECORD
 - R # RANGE LINE No. EAST
 - (RB) RADIAL BEARING
 - ROW RIGHT OF WAY
 - SEC # SECTION No.
 - SLD SLIDE
 - SSE SANITARY SEWER EASEMENT
 - SP SPACING TRIANGLE
 - T # TOWNSHIP LINE No. SOUTH
 - TOP TOP OF FLOORING
 - UVT UNOBSTRUCTED VIEW TRIANGLE
 - WAE WATERLINE EASEMENT
 - WME WALL MAINTENANCE EASEMENT

LOT TABLE

LOT NO.	SQ. FT.	ACRES
12	6,333	0.1454
13	6,253	0.1435
14	5,879	0.1350
15	5,700	0.1309
16	5,700	0.1309
17	5,700	0.1309
18	5,700	0.1309
19	5,735	0.1316
20	5,700	0.1309
21	5,700	0.1309
22	5,700	0.1309
23	5,671	0.1302
24	5,363	0.1369
25	5,488	0.1490
26	7,015	0.1611
27	7,480	0.1717
43	5,707	0.1310
44	6,822	0.1550
45	5,934	0.1362
46	8,267	0.1898
47	8,431	0.1936
48	7,440	0.1708

LINE TABLE

LINE	BEARING	DISTANCE
L1	S00°00'00"W	20.00'
L2	S30°57'50"W	17.49'

CURVE TABLE

CURVE LENGTH	RADIUS	DELTA	TANGENT
C11	81.43'	479.00'	9.44'23" 40.81'
C12	88.57'	521.00'	9.44'23" 44.39'
C13	19.29'	521.00'	9.07'16" 9.65'
C14	48.22'	521.00'	5.19'09" 24.13'
C15	21.06'	521.00'	2.18'58" 10.53'
C16	39.27'	25.00'	90°00'00" 25.00'
C17	22.05'	25.00'	90°32'19" 11.86'
C18	17.22'	25.00'	39.27'45" 8.97'
C19	39.27'	25.00'	90°00'00" 25.00'
C20	21.91'	25.00'	90°12'29" 11.71'
C21	17.36'	25.00'	39.47'31" 9.05'
C22	42.50'	250.00'	9.44'23" 21.30'
C23	46.07'	271.00'	9.44'23" 23.09'
C24	1.06'	271.00'	0.13'30" 0.53'
C25	45.00'	271.00'	9.30'53" 22.55'
C26	38.93'	229.00'	9.44'23" 19.51'
C27	17.36'	25.00'	39.47'31" 9.05'
C28	21.91'	25.00'	90°12'29" 11.71'

BAXTER DESIGN GROUP

INC. SEPTEMBER 12, 2017

DESIGNED BY: MGO

DRAWN BY: BTO

CHECKED BY: JMW

SCALE: FINAL PLAT

PULTE HOME COMPANY

ANTHEM AT MERRILL RANCH

FINAL PLAT - UNIT 5

SITUATED WITHIN THE SOUTH WEST 1/4 OF SECTION 20, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

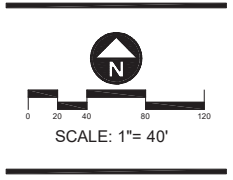
UNIT 5 LAYOUT SHEET 4 OF 6

DATE: 10/11/2017 10:00 AM (DATE OF PLOT) (DATE OF RECORDING)

SCALE: 1" = 40' (SCALE OF PLOT) (SCALE OF RECORDING)

DATE: 10/11/2017 10:00 AM (DATE OF PLOT) (DATE OF RECORDING)

SCALE: 1" = 40' (SCALE OF PLOT) (SCALE OF RECORDING)



RECORDER

STATE OF ARIZONA }
 COUNTY OF PINAL } SS

I hereby certify that the within instrument is filed in the official records of this County as File No. _____ Date: _____

Request of: _____
 Witness my hand and official seal: _____
 Virginia Ross Pinal County Recorder
 By: _____ Deputy



LOT TABLE

LOT NO.	SQ. FT.	ACRES
28	8,497	0.2180
29	8,322	0.1911
30	7,711	0.1770
31	8,009	0.1839
32	6,434	0.1477
33	6,200	0.1423
34	6,200	0.1423
35	6,200	0.1423
36	6,218	0.1427
37	7,241	0.1662
38	6,018	0.1381
39	5,671	0.1302
40	6,615	0.1519
41	5,700	0.1309
42	5,700	0.1309
49	7,440	0.1708
50	7,440	0.1708
51	7,059	0.1620

LINE TABLE

LINE	BEARING	DISTANCE
L3	S13°00'04"E	39.48'
L4	N76°59'56"E	20.00'
L5	S13°00'04"E	36.36'
L6	N54°44'23"W	40.00'
L7	N35°15'37"E	20.00'
L8	N54°44'23"W	40.00'
L9	S52°32'16"E	17.33'
L10	S82°10'30"E	20.72'

CURVE TABLE

CURVE LENGTH	RADIUS	DELTA	TANGENT	
C29	22.55'	50.00'	25°50'31"	11.47'
C30	2.08'	50.00'	2°23'11"	1.04'
C31	20.47'	50.00'	23°27'19"	10.38'
C32	123.64'	50.00'	141°12'02"	143.92'
C33	41.49'	50.00'	47°32'56"	22.03'
C34	10.26'	50.00'	11°45'22"	5.15'
C35	20.14'	50.00'	23°04'26"	10.21'
C36	14.53'	50.00'	16°38'41"	7.31'
C37	37.23'	50.00'	42°39'37"	19.52'
C38	22.55'	50.00'	25°50'31"	11.47'
C39	8.04'	50.00'	9°12'49"	4.03'
C40	14.51'	50.00'	16°37'42"	7.31'
C41	39.27'	25.00'	90°00'00"	25.00'
C42	17.36'	25.00'	39°47'31"	9.05'
C43	21.91'	25.00'	50°12'29"	11.71'
C44	55.57'	250.00'	12°44'09"	27.90'
C45	50.90'	229.00'	12°44'09"	25.56'
C46	38.83'	229.00'	9°42'57"	19.46'
C47	12.07'	229.00'	3°31'13"	6.04'
C48	60.24'	271.00'	12°44'09"	30.24'
C49	13.60'	271.00'	2°52'28"	6.80'
C50	46.64'	271.00'	9°51'41"	23.38'
C51	21.90'	25.00'	48°21'11"	11.22'
C52	14.28'	25.00'	32°43'24"	7.34'
C53	16.16'	25.00'	37°02'07"	8.37'
C54	21.91'	25.00'	50°12'29"	11.71'

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- LINE LEGEND**
- BREAK LINE
 - CENTERLINE OF ROADWAY
 - EASEMENT LINE
 - PLAT BOUNDARY
 - PROPERTY LINE
 - ROW
 - SECTION LINE
 - TERMINAL POINT ON ROW
 - INDICATES THAT PORTION OF THE 31' COUNTY ROW EASEMENT TO BE ABANDONED AS PART OF THIS RECORDING.

- ABBREVIATIONS**
- (AD) ACRE
 - (AL) ALUMINUM CAP
 - (BK) BRASS CAP
 - (BK) BOOK
 - (BR) BASIS OF BEARING
 - (CMU) CONCRETE MASONRY UNIT
 - (DK) DICKET
 - (FND) FOUND MONUMENT
 - (GLO) GENERAL LAND OFFICE
 - (LSC) LANDSCAPE EASEMENT
 - (LS) LAND SURVEYORS REGISTRATION No.
 - (M) MEASURED
 - (ML) MORE OR LESS
 - (NO ID) NO IDENTIFICATION, (NO LS No.)
 - (NR) INDICATES LINE IS NOT RADIAL TO CURVE
 - (NTS) NOT TO SCALE
 - (P) PINAL COUNTY RECORDER
 - (PG) PAGE
 - (PFB) POINT OF BEGINNING
 - (PUFE) PUBLIC UTILITY FACILITY EASEMENT/ DRAINAGE EASEMENT
 - (R) RECORD
 - (R #) RANGE LINE No. EAST
 - (RB) RADIAL BEARING
 - (R/W) RIGHT OF WAY
 - (SEC #) SECTION No.
 - (S) SANITARY SEWER EASEMENT
 - (SLD) SLIDE
 - (SSE) SANITARY SEWER EASEMENT
 - (SPT) SPOT
 - (T # S) TOWNSHIP LINE No. SOUTH
 - (TOP) TOWN OF FLORENCE
 - (UVT) UNOBSTRUCTED VIEW TRIANGLE
 - (W/AE) WHEELBAR NON-ACCESS EASEMENT
 - (WE) WATERLINE EASEMENT
 - (W/M) WALL MAINTENANCE EASEMENT

BAXTER DESIGN GROUP

DATE: SEPTEMBER 12, 2017

DESIGNED BY: MGG

DRAWN BY: BTB

CHECKED BY: JMW

PROJECT: ANTHEM AT MERRILL RANCH UNIT 7 (PROPOSED)

SCALE: FINAL PLAT

REVISIONS:

VERSION: 2

PULTE HOME COMPANY

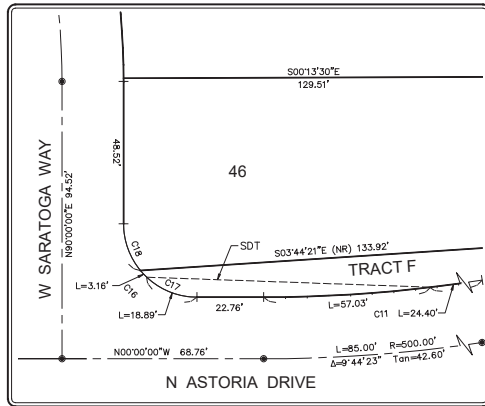
ANTHEM AT MERRILL RANCH

FINAL PLAT - UNIT 5

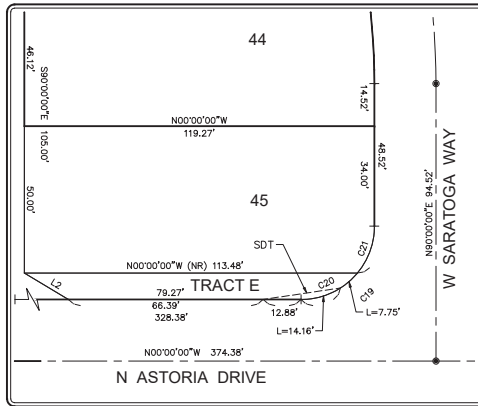
SITUATED WITHIN THE SOUTH WEST 14 OF SECTION 20, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

UNIT 5 LAYOUT SHEET 5 OF 6

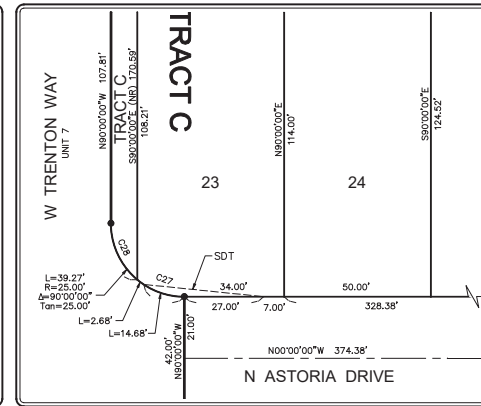
10/11/17 10:00 AM (MOUNTAIN STANDARD TIME) PULTE HOME COMPANY



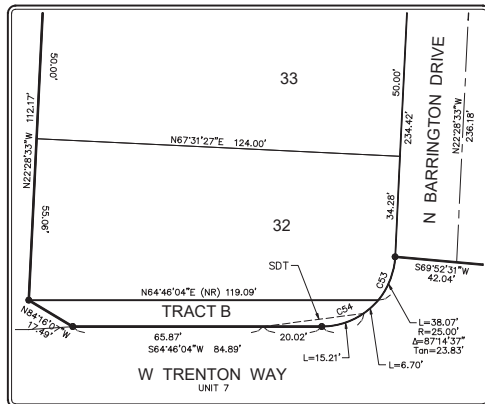
DETAIL "A" SCALE: 1"=20'



DETAIL "B" SCALE: 1"=20'



DETAIL "C" SCALE: 1"=20'



DETAIL "D" SCALE: 1"=20'

RECORDER

STATE OF ARIZONA }
 COUNTY OF PINAL } SS
 I hereby certify that the within instrument is filed in the official records of this County as File No. _____ Date: _____ Request of: _____ Witness my hand and official seal: Virginia Ross Pinal County Recorder By: _____ Deputy

SYMBOL LEGEND

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

LINE LEGEND

- BREAK LINE
- CENTERLINE OF ROADWAY
- EASEMENT LINE
- BOUNDARY LINE
- PROPERTY LINE
- ROW
- SECTION LINE
- TERMINAL POINT ON ROW
- EASEMENT TO BE ABANDONED AS PART OF THIS RECORDING

ABBREVIATIONS

- (AC) ACRE
- AL ALUMINUM CAP
- BC BRASS CAP
- BK BOOK
- (BS) BASIS OF BEARING
- CMU CONCRETE MASONRY UNIT
- CKI SOCKET
- FND FOUND MONUMENT
- GLO GENERAL LAND OFFICE
- LANDSCAPE EASEMENT
- LS LAND SURVEYORS REGISTRATION No.
- MEAS
- MOL MORE OR LESS
- NO ID NO IDENTIFICATION, (NO LS No.)
- (NR) INDICATES LINE IS NOT
- RADIAL TO CURVE
- NTS NOT TO SCALE
- PCR PINAL COUNTY RECORDER
- PG PAGE
- PFB POINT OF BEGINNING
- PUE PUBLIC UTILITY FACILITY EASEMENT/ DRAINAGE EASEMENT
- (R) RECORD
- R # RANGE LINE No. EAST
- (RB) RADIAL BEARING
- ROW RIGHT OF WAY
- SEC # SECTION No.
- SE STORM DRAIN EASEMENT
- SLS SLIDE
- SSE SANITARY SEWER EASEMENT
- SD SHORT DISTANCE TRIANGLE
- T # TOWNSHIP LINE No. SOUTH
- TOWNSHIP
- UNY UNOBSTRUCTED VIEW TRIANGLE
- VIA VEHICULAR NON-ACCESS EASEMENT
- WE WATERLINE EASEMENT
- WME WALL MAINTENANCE EASEMENT



DATE: SEPTEMBER 12, 2017
 DESIGNED BY: MGO
 DRAWN BY: STS
 CHECKED BY: JMW
 PROJECT: FINAL PLAT




REVISION	DATE	BY

PULTE HOME COMPANY
ANTHEM AT MERRILL RANCH
FINAL PLAT - UNIT 5

SITUATED WITHIN THE SOUTH WEST 1/4 OF SECTION 20, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

UNIT 5
 SDT DETAILS
 SHEET 6 OF 6

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8c.
MEETING DATE: October 2, 2017 DEPARTMENT: Community Services STAFF PRESENTER: Bryan Hughes, Community Services Director SUBJECT: Non-Exclusive Revocable License Agreement with the Copper Basin Railway, Inc. for access to the Poston Butte Preserve		<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
STRATEGIC PLAN REFERENCE: <input checked="" type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input checked="" type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Approval of Non-Exclusive Revocable License Agreement with the Copper Basin Railway, Inc., for access to the Poston Butte Preserve.

BACKGROUND/DISCUSSION:

Town Staff has been negotiating with the Copper Basin Railway, Inc. (CBRY) to gain access to the Poston Butte Preserve. The 160-acre preserve is Town property through a Bureau of the Land Management (BLM) patent, or restricted deed, which limits the use of the land for recreation or historic monument purposes. The preserve is essentially landlocked, with leased BLM land to the east and west and private land to the north, along with a small private parcel on the southwest side. The southern border is the railroad, which is also private land. The access point along Hunt Highway is the long-accepted point of entry, although the Town has never had an official agreement with CBRY. The access agreement requires the Town to indemnify CBRY and accept liability associated with the public's use of the access point.

A VOTE OF NO WOULD MEAN:

CBRY could eliminate or restrict access through the railroad underpass, denying the public access to the hiking trails and Town amenity.

A VOTE OF YES WOULD MEAN:

The Town would have a one-year agreement, with automatic one-year renewals, with CBRY for access, allowing the Town time to pursue other long-term options for access and future development.

FINANCIAL IMPACT:

\$1,800 annually for additional railroad protective liability; cost can be covered in existing risk management budget and included annually in the future.

ATTACHMENTS:

Non-Exclusive Revocable License Agreement with the Copper Basin Railway, Inc.

**NON-EXCLUSIVE
REVOCABLE LICENSE AGREEMENT**

1. **PARTIES:**

This Non-Exclusive Revocable License Agreement (the “Agreement” or “License”), is entered into the 3rd day of October, 2017 (the “Effective Date”), between the TOWN OF FLORENCE, an Arizona municipal corporation (the “Licensee” or “Town”), and the COPPER BASIN RAILWAY, INC, a(n) Arizona corporation (the “Licensor” or “Railway”). The Town and Railway are sometimes referred to in this License collectively as the “Parties” and each individually as a “Party”.

2. **RECITALS:**

2.1. Town and Railway have discussed the joint benefits to be derived by permitting the Town and members of the public to share in the use and maintenance of the railroad underpass path and its adjacent parking (the “Licensed Area” or “Property”), and the Parties agree that it is in their mutual best interest to enter into this Agreement outlining the terms and expectations for the use and maintenance of the Property by the Town and members of the public;

2.2. Licensor, as owner and operator of the Property, including the railroad underpass structure, has control of Licensor’s area located on Hunt Highway at approximately milepost 957.20, Florence, Arizona 85132 (the “Property”). Licensee desires to license from Licensor, on a revocable, non-exclusive basis, the Property depicted in **Exhibit “A”** for the purposes of allowing and inviting the general public to traverse under the railway underpass in order to gain pedestrian and bicycle access to trails, to allow vehicle parking adjacent to the path, and to allow appropriate signage related to such use;

2.3. Licensee acknowledges and agrees to provide maintenance and general upkeep for the path and adjacent parking area located on the Licensed Area, including appropriate signage;

2.4. Further, Railway understands and agrees that the Licensee may utilize Department of Corrections inmate labor for such maintenance tasks described herein. Licensee understands and agrees that the Railway will maintain management oversight over the Property, and Licensee agrees to cooperate with the Railway to achieve such goals. Licensee understands and agrees that the Railway will visit, inspect, and monitor all or any portions of the Property to ensure its rail operations continue unobstructed by the Use;

2.5. Licensor is willing to grant Licensee and Licensee is willing to accept a revocable, non-exclusive, License to use the Licensed Area on the terms and subject to the conditions set forth below.

3. AGREEMENTS:

NOW, THEREFORE, in consideration of the premises and representations, covenants and mutual promises herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

3.1. INCORPORATION OF RECITALS. The foregoing Recitals are incorporated as agreements of the Parties.

3.2. GRANT OF NON-EXCLUSIVE LICENSE. Licensor hereby grants Licensee a non-exclusive license to use the Licensed Area for the purposes of allowing and inviting the Town and the general public to traverse under the railway underpass in order to gain pedestrian and bicycle access to trails, to allow vehicle parking adjacent to the path, and to allow appropriate signage related to such use subject to the terms and conditions of this License.

3.3. USE OF LICENSED AREA AND LICENSEE RESPONSIBILITIES.

3.3.1. Use. Licensee shall use the Licensed Area only for the purposes of allowing and inviting the Town and the general public to traverse under the railway underpass in order to gain pedestrian and bicycle access to trails, to allow vehicle parking adjacent to the path, and to allow appropriate signage related to such use subject to the terms and conditions of this License (the "Use").

3.3.2. Compliance with Laws. Licensee, at Licensee's sole cost, shall comply with all laws, ordinances, orders and regulations of any governmental authority, including those adopted by the Licensor, whether now or hereafter in effect, with respect to the use of the Licensed Area for the Use.

3.3.3. Licensor's responsibilities shall include:

1. Maintain and operate the Property.
2. Permit the Licensee to erect signage explaining to the public the rules for use of the Licensed Area.

3.3.4. Town's responsibilities at the Property shall include:

1. The Town shall maintain the path and adjacent parking area and keep the Licensed Area free of garbage and debris.
2. The Town will provide the signage it deems necessary to give the public notice of the applicable rules for the Use.
3. The Town shall have the right to enter the Licensed Area at any time to maintain the path and parking area, erect

signage and make repairs or improvements consistent with this License.

4. Licensee will reimburse the Railroad for any taxes levied upon Licensees' improvements and/or all other expenses arising from this License.

3.4. TERM/USE PERIOD.

3.4.1. Term. Except as provided in this License, the term of this License shall commence on the Effective Date and shall run through October 2, 2018, unless earlier terminated (the "Initial Term"). This License shall be automatically renewed for a term of one (1) year at the end of the then current term unless any Party provides written notice to the other Parties of its intent not to renew the License at least sixty (60) days prior to the end of the then current term (the "Renewal Terms").

3.4.2. Early Termination by Licensee or Licensor. Any provision of Subparagraph 3.4.1. to the contrary notwithstanding, Licensor or Licensee has the right to terminate, suspend or abandon this Agreement for cause or convenience. Licensor or Licensee may terminate this Agreement, or any part thereof for its sole convenience, at any time without penalty or recourse.

3.4.3. Days/Hours of Use. Licensee shall use and occupy the Licensed Area for the Use as a trailhead and parking area as posted. (the "Use Period").

3.5 FEE. In consideration for this License, the Licensee provides a beneficial service to the Railway and the community and therefore, Licensee is required to pay \$10.00 to Licensor as a one-time fee for use of the Licensed Area.

3.6. RULES AND REGULATIONS. Licensee shall use and maintain the Licensed Area in accordance with Licensor's rules and regulations.

3.7. RESERVED.

3.8. INDEMNITY AND INSURANCE.

3.8.1. Licensee, recognizing that Railroad's operation and any use of Railroad property, tracks and Right of Way (ROW) involves increased risks, expressly assumes and agrees to indemnify and hold harmless Railroad from all risk, loss, costs, damages, claims, actions, cause and causes of action, suits, demands or expense (including a reasonable attorney's fee) ("Damages") to, and waives any right to ask or demand Damages for, Property of Licensee or any part thereof, at Location of Underpass/Pathway including loss of or interference with service thereof, including; (a) any fault, failure or negligence of Railroad construction, operation or maintenance of the Underpass or in rail operations through the Underpass/Pathway or otherwise; and/or (b) any fire, regardless of source or origin thereof. For this Section, the term "Property of

Licensee” shall include property of third parties situated or placed upon Railroad’s ROW by Licensee or by such third parties with the consent of or acknowledgement of Licensee.

3.8.2. Licensee will protect, indemnify and hold harmless the Railroad its servants, agents, employees, lessees, successors and assigns against and from any and all loss, damages, suits, judgments, claims and expenses of every kind, arising from or growing out of, directly or indirectly, (a) the construction, existence, use, condition, maintenance or repair of said Underpass/Pathway; (b) injury to or death of any person whomsoever may enter upon or use said Underpass/Pathway; (c) loss of or damage to property in the possession of any such person while on or about said Underpass/Pathway; (d) any accident or collision at the point of ingress/egress; or (e) the violation by Licensee, or by any of its invitees, of any of the terms or provisions of this License/Agreement.

3.8.3. Licensee and those providing service to the Licensee shall procure and maintain during the life of this Agreement General Liability Insurance which will insure the indemnity undertakings herein set forth. Such insurance shall provide coverage of at least \$500,000.00 dollars for bodily injury per person and \$1,000,000.00 aggregate bodily injury per accident, and \$500,000.00 for property damage. Licensee shall furnish the Railroad with a certificate evidencing that such insurance is in full force and effect and that the same will not be canceled without at least thirty (30) days advance written notice by the insurance carrier to the Railroad. Licensee will provide certificate of insurance and an endorsement showing Railroad as additional insured with waiver of subrogation.

3.9. REPAIRS TO LICENSED AREA.

3.9.1. Licensee’s Repairs. Licensee, at Licensee’s sole cost, shall promptly repair any damage to the Property resulting from the Use.

3.9.2. The Walk Through. At least 48 hours prior to the end of the Term, Licensor and Licensee shall conduct a joint “walk through” of the Property with the object of preparing a jointly prepared “punch list” of those items, if any, which are to be repaired by Licensee, at Licensee’s sole cost, resulting from the Use (the “Repair Items”).

3.9.3. Survival. Licensee’s obligations under this Paragraph 3.9 shall survive the expiration or earlier termination of this License and, in this regard at a mutually agreed upon time not to exceed 5 days after the termination or expiration of the Term, Licensee shall cause the Repair Items to be completed to Licensor’s reasonable satisfaction by a contractor licensed in Arizona and acceptable to Licensor in Licensor’s reasonable discretion.

3.10. RESERVED.

3.11. Acceptance of Licensed Area. Licensee has examined the Licensed Area, and Licensee hereby accepts the Licensed Area “as is” and “where is”.

3.12. DEFAULTS/REMEDIES.

3.12.1. Events of Default. An Event of Default by Licensee shall exist upon the occurrence of any of the following: (i) the nonpayment of any sums on its stated date due; or, (ii) the nonperformance by Licensee of any other covenant or condition set forth herein, which shall not be fully cured, within 14 days after Licensee's receipt of written notice from Licensor of Licensee's nonperformance.

3.12.2. Remedies. Upon Licensee's default, Licensor may, at Licensor's option:

3.12.2.1. immediately terminate this License;

3.12.2.2. re-enter and take exclusive possession of Licensed Area by legal proceeding or otherwise;

3.12.2.3. in the event of any re-entry, Licensor may remove all persons from Licensed Area and Licensor may remove all of Licensee's property located on or about the Licensed Area;

3.12.2.4. re-entry of the Licensed Area shall be construed as an election by Licensor to terminate this License;

3.13. ENTRY RESERVED BY LICENSOR. Licensor and Licensor's agents, at all reasonable times during the Term, may enter the Licensed Area. Licensor will attempt to minimize any interference with Licensee's use of the Licensed Area. Licensee shall not interfere in any way with the Licensor's entry on the Licensed Area.

3.14. MISCELLANEOUS PROVISIONS.

3.14.1. RESERVED.

3.14.2. Surrender of Licensed Area. Upon the expiration or early termination of this License, Licensee, at Licensee's sole cost, shall surrender the Licensed Area to Licensor in good condition, free and clear of all garbage and debris.

3.14.3. Assignment.

3.14.3.1. This License may not be assigned or sublet by Licensee without prior written consent of the Licensor, to be given or withheld in Licensor's sole discretion.

3.14.3.2. Licensor may assign any or all of Licensor's rights or obligations under this License without seeking or obtaining Licensee's consent hereto.

3.14.4. Reserved.

3.14.5. Notices. Except as otherwise required by law, all notices to be given or required under this License shall be in writing and shall be given by personal delivery, or e-mail or by deposit in the United States mail, certified or registered, return receipt requested, postage prepaid, or any express or overnight delivery service e.g., Federal Express service the locality to which addressed, delivery charges prepaid addressed to the Parties at the addresses set forth below, or at such other address as a Party may designate in writing pursuant hereto. Notice shall be deemed to have been given on the date on which notice is delivered, if notice is given by personal delivery or e-mail, and on the date of deposit in the mail, if mailed or deposited with the overnight carrier, if used. Notice shall be deemed to have been received on the date on which the notice is received, if notice is given by personal delivery or e-mail or overnight courier, and on the 2nd day following deposit in the mail, if notice is mailed:

If to Licensee:

Town of Florence
Attn: Town Manager
P. O. Box 2670
775 N. Main Street
Florence, AZ 85132

If to Licensor:

Copper Basin Railway, Inc.
Attn: Bobby Blake, General Superintendent
P.O. Drawer
Hayden, AZ 85135

3.14.6. Additional Acts. The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of this License.

3.14.7. Governing Law/Jurisdiction/Venue. This License shall be governed by and construed in accordance with the substantive laws of the State of Arizona, without reference to conflict of laws and principles. Any action brought to interpret, enforce, or construe any provision of this License shall be commenced and maintained in the Superior Court of the State of Arizona in and for County of Pinal (or, as may be appropriate, in the Justice Courts of Pinal County, Arizona or in the United States District Court for the District of Arizona, if but only if, the Superior Court lacks or declines jurisdiction over such action). The Parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this paragraph. Should any dispute, misunderstanding, or conflict arise as to the terms or provisions contained in this Agreement, the matter shall first be referred to the Town, and Town shall determine the term or provision's true intent and meaning.

3.14.8. No Liens. Licensee shall not create or permit any liens to be placed of record against the Property.

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

3.14.10. Incorporation by Reference. All Exhibits to this License are fully incorporated herein as though set forth at length herein.

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

3.14.12. No Conflicts of Interest. Licensor understands and agrees that pursuant to the provisions of A.R.S. 38-511, Licensee may terminate this License within 3 years after execution of the License without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, draft or creating the License on behalf of the Licensee is or becomes, at any time while the License or an extension of the License is in effect, an employee of or a consultant to any other party to this License with respect to the subject matter of the License.

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

3.14.14. Waiver. None of the provisions of this Agreement shall be deemed to have been waived by any act or knowledge of any party or its agents or employees, but only by a specific written waiver signed by an authorized officer of such Party and delivered to the other Party.

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

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

3.14.16. Licenses. Licensee shall maintain in current status all Federal, State and local licenses and permits required for the Use during the Term.

3.14.17. Non-exclusive Remedies. The rights and remedies of Licensor and Licensee under this Agreement are not exclusive.

3.14.18. Boycott of Israel. Pursuant to A.R.S. 35-393.01, the Licensor, by execution of this Agreement, certifies that it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of Israel.

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

IN WITNESS WHEREOF, the Parties hereto have executed this License as of the Effective Date.

LICENSEE: TOWN OF FLORENCE, an Arizona municipal corporation

By: _____
Its: Mayor

ATTEST:

Lisa Garcia, Town Clerk

APPROVED AS TO FORM:

Clifford L. Mattice, Town Attorney

LICENSOR: COPPER BASIN RAILWAY, INC., an Arizona corporation

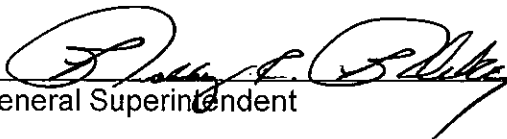
By:  _____
Its: General Superintendent

Exhibit "A"
to Revocable Non-Exclusive License Agreement




This map is created for reference purposes only and is to be used at your own risk. The Town of Florence makes no warranty as to the accuracy or completeness of the information contained in this map and assumes no liability for any errors or omissions contained therein, nor for any direct, indirect, or consequential damages which may be caused by its use. It is the user's responsibility to verify all information contained herein. 2017-23

Exhibit A
Poston Butte Preserve Access
Copper Basin Railway, Inc.



Town of Florence

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8d.
MEETING DATE: October 2, 2017 DEPARTMENT: Development Services STAFF PRESENTER: Christopher A. Salas, P.E. Director / Town Engineer SUBJECT: Authorization to contract with Holbrook Asphalt, LLC, to provide HA5 high density mineral bond pavement preservation treatment in various location.		<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
STRATEGIC PLAN REFERENCE: <input checked="" type="checkbox"/> Community Vitality <input checked="" type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input checked="" type="checkbox"/> Transportation and Infrastructure <input checked="" type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Authorization to enter into a contract with Holbrook Asphalt LLC, to provide HA5 high density mineral bond pavement preservation treatment in various location as part of the Town of Florence CIP T-69 Pavement Preservation Program in an amount of \$295,034.27.

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 City of Goodyear has an existing contract with Holbrook Asphalt, LLC, and the Town of Florence has the opportunity to piggyback on the City of Goodyear’s publicly bid with Holbrook Asphalt, LLC. On November 15, 2015, the City of Goodyear entered into a contract with Holbrook Asphalt, LLC, to provide HA5 high density mineral bond pavement preservation treatment. This contract was extended to November 15, 2017 and has three extensions remaining on the contract.

Per section 4.12 of the Town’s Purchasing Policy, Department Heads must approve all purchases regardless of dollar value. This does not preclude the Department Head from obtaining the necessary approval from the Town Manager and/or Town Council,

nor does this allow them to have signature authority on contracts. The Town Manager has signature authority on purchases up to \$24,999. Town Council approval is required on any purchases of \$25,000 or more.

A VOTE OF NO WOULD MEAN:

Preventative maintenance would be delayed until the following fiscal year. The asphalt pavement would continue to incrementally deteriorate. As preventative maintenance is delayed the cost to maintain the streets is increased.

A VOTE OF YES WOULD MEAN:

Preventative maintenance would occur as scheduled and the future costs would continue as projected.

FINANCIAL IMPACT:

The financial impact cost to apply the HA5 high density mineral bond pavement preservation on various roads is \$256,551.27, plus a 15% contingency (\$38,483.00), for a total of \$295,034.27, as part of the Town of Florence CIP T-69 Pavement Preservation Program.

ATTACHMENTS:

Goodyear Contract
Goodyear Extension
TOF Cooperative Cover Contract
Exhibit 1 - Merrill Ranch Parkway & Sun City Blvd Proposal



**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		Holbrook Asphalt	
By: <u><i>Jacqueline</i></u>	<u>10/5/16</u>	By: <u><i>[Signature]</i></u>	<u>9-29-16</u>
Jacque Behrens, CPPB	Date	Signature	Date
Title: <u>Procurement Manager</u>		<u><i>Cory Coalbreith VP</i></u>	
		Typed Name and Title	
Attested By:		Approved as to Form By:	
<u><i>Maureen Scott</i></u>		<u><i>Roric Massey FOR</i></u>	
Maureen Scott, City Clerk		Roric Massey, City Attorney	



HOLBASPH-1

HOWENS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/4/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Presidio Group, Inc. 6967 South River Gate Drive, #200 Salt Lake City, UT 84047	CONTACT NAME: PHONE (A/C, No, Ext): (801) 924-1400 FAX (A/C, No): (801) 924-1441 E-MAIL ADDRESS: reception@presidio-group.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Employers Mutual Casualty</td> <td>21415</td> </tr> <tr> <td>INSURER B : Advantage Workers Compensation</td> <td>40517</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Employers Mutual Casualty	21415	INSURER B : Advantage Workers Compensation	40517	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER F :														
INSURED Holbrook Asphalt LLC 3828 S. 1700 E. St. George, UT 84790														

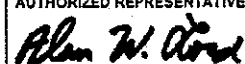
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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 <input checked="" type="checkbox"/> EBL GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		4D7669017	06/15/2016	06/15/2017	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 - COM/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			4D7669017	06/15/2016	06/15/2017	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			4D7669017	06/15/2016	06/15/2017	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	3144794	06/15/2016	06/15/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
			N/A				E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Verification of Insurance subject to the terms and conditions of the policy.

City of Goodyear is additional insured with respect to General Liability.

CERTIFICATE HOLDER City of Goodyear Engineering Division 190 N. Litchfield Rd. Goodyear, AZ 85338	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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HOLBASP-1

JOPDAHL

CERTIFICATE OF LIABILITY INSURANCE

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 E-MAIL ADDRESS: reception@presidio-group.com	FAX (A/C, No): (801) 924-1441
	INSURER(S) AFFORDING COVERAGE	
INSURED Holbrook Asphalt LLC 3828 S. 1700 E. St. George, UT 84790	INSURER A: Employers Mutual Casualty NAIC # 21415	
	INSURER B: Workers Compensation Fund 10033	
	INSURER C:	
	INSURER D:	
	INSURER E:	

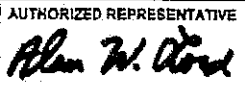
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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"/> MON-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 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		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 City of Goodyear 190 No. Litchfield Rd Goodyear, AZ 85338	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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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.



CITY OF GOODYEAR

Invitation For Bid

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

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/bs/> 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
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Phone: 623-882-7893

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CITY OF GOODYEAR

Instructions to Bidders

Office of Procurement
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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

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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.*



CITY OF GOODYEAR

Instructions to Bidders

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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

	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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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



CITY OF GOODYEAR

Standard Terms and Conditions

Office of Procurement
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Phone: 623-882-7893

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

	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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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,



CITY OF GOODYEAR

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P.O. Box 5100
Goodyear, AZ 85338
Phone: 623-882-7893

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 is 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 Contractors 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 Contractors 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
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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 I "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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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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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 attapulgitic 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 $\frac{3}{8}$ " 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.



CITY OF GOODYEAR

Scope of Work

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

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.

Slurry Seal	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.

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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

Fee Schedule

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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
Mazasri 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 Knowl 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

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SLURRY SEAL

Location	Classification	SQ. Yards.	Treatment Type	Cost Per SQ. Yard	Total Cost
Hesper Knowl 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



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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	Office of Procurement 190 N. Litchfield Road P.O. Box 5100 Goodyear, AZ 85338 Phone: 623-882-7893
	Offer and Acceptance CONTRACT NO. CON-16-3332	

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

Justin Holbrook

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 AWARDED (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 for

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

CONTRACT COVER SHEET

LINKED



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

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

Assigned Contract Number: CON - 16-3332-A1

Link to:

REVIEWED AND APPROVED:

- [x] Procurement: Date: 10/6/16 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:

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

Stephen C. Ruschak

Randall Musselman

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.

Cynthia A. Takai

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

Randall Musselman, Secretary

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

Shannon Beest
 Witness

Holbrook Asphalt Co.

BY: [Signature]
 Principal

ITS: [Signature] A2 President
 The Guarantee Company of North America USA

Kim Rayton
 Witness Kim Rayton

BY: [Signature]
 Attorney-in-Fact John Schlichte

Bid Bond - Rev. 2/20/13

The Guarantee Company of North America USA
 One Towne Square, Suite 1470
 Southfield, Michigan 48076
 Tel 248-381-0281 • Fax 248-750-0451 • 1-866-328-0567
 gna.com

Excellence, Expertise, Experience ... Every time



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, Deils 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 8th 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

Stephen C. Ruschak

Randall Musselman

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.

Cynthia A. Takai

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 3rd day of September, 2015

Randall Musselman

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.

SURETY

Company: _____ (Corporate Seal)
The Guarantee Company of North America, USA

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

Signature:  _____

Name and Title: John Schlichte, Attorney in Fact

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

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:

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):

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 an 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

	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?

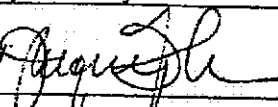
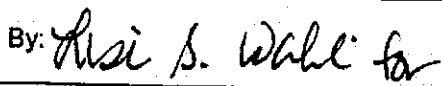
Answer: The Manufacturer will be required to provide an address of where the Product was produced.

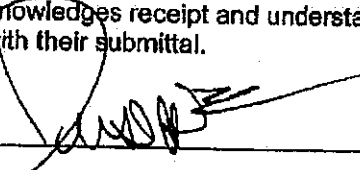
	Solicitation Amendment No. 2	Office of Procurement 190 N. Litchfield Road P.O. Box 5100 Goodyear, AZ 85338 Phone: 623-882-7893
	Solicitation No. 16-3332 Solicitation Due Date: September 3, 2015 Time: 3:00 pm	


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	

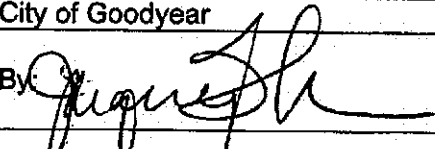
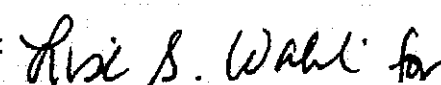
High Density Mineral Bond / Slurry Seal

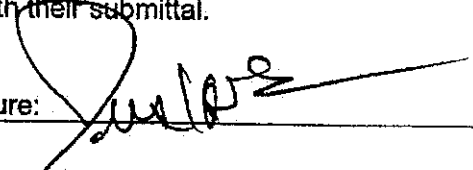
The following pages are replacing the current pages found in the Scope of Work for IFB 16-3332.

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

<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: 9/3/15

**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 2nd day of October, 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 Town Engineer, 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 **\$ 295,034.27**.
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.
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: Tregg Holbrook, Registered Agents Inc, 1846 E. Innovation Park Dr. Suite 100, Oro Valley, AZ 85755..
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 attorneys' fees, court costs, and the costs of appellate proceedings), and all claim adjustment and handling expenses, relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, Goods or Services of the Contractor, its agents, employees or any tier of Contractor's subcontractors related to the Goods or Services in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify Town of Florence, its Mayor and Council members, its agents, officers, officials, representatives and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use of resulting therefrom, caused by Contractor's acts, errors, mistakes, omissions, Goods, Services in the performance of this Contract including any employee of the Contractor, any tier of Contractor's subcontractors or any other person for whose acts, errors, mistakes, omissions, Goods, Services the Contractor may be legally liable.

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

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

TOWN OF FLORENCE, A municipal corporation

Date: _____

By: _____
Tara Walter, Mayor

ATTEST:

Lisa Garcia, Town Clerk

Approved as to Form

Cliff Mattice, Town Attorney

CONTRACTOR

By: _____
Date: _____

Its: _____



Utah Office
 1545 E Commerce Dr.
 St. George, UT 84790
 P: 435.652.4427
 F: 435.656.3943

Nevada Office
 2900 Meade Ave, Ste 7
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 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
9/7/2017	17-34836

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
Anthem Units				
HA5 HIGH DENSITY MINERAL BOND: (51,941 SQ. YD.)	51,941		1.52	78,950.32
-- 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). -- HA5 pricing as per the Mesa City Cooperative Use Contract AREAS INCLUDE: *Unit # 8 = 14,210 SY, *Unit # 10= 4,345 SY *Unit # 12= 13,529 SY *Unit # 27 = 14,625 SY *Unit # 39 = 5,232 SY				
Florence Gardens: Phase 1				
HA5 HIGH DENSITY MINERAL BOND: (45,315 SQ. YD.)	45,315	SqYd	1.52	68,878.80
-- 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). -- HA5 pricing as per the Mesa City Cooperative Use Contract				
Collector Roadways				
HA5 HIGH DENSITY MINERAL BOND: (41,390 SQ. YD.)	41,390		1.52	62,912.80
-- 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). -- HA5 pricing as per the Mesa City Cooperative Use Contract AREAS INCLUDE *Sun City B. = 25,596 SY *Spirit Way = 15,794 SY				



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Arizona Office
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 Phoenix, AZ 85040
 P: 602.307.0425
 F: 435.656.3943

PROPOSAL

Date	Estimate
9/7/2017	17-34836

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
STRIPING, SYMBOLS and PAINTING (Optional pre-paint to be applied before Thermoplastic) -- All Stripes, Symbols and Painting to follow existing pattern. *****	1		9,446.10	9,446.10
SUN CITY BLVD - 4" EQUIV. WHITE TEMPORARY PAINT (19413) - 4" EQUIV. YELLOW TEMPORARY PAINT (11020) - TEMPORARY PAINT SYMBOL, ARROW (6) *****				
SPIRIT LOOP - 4" EQUIV. WHITE TEMPORARY PAINT (11678) - 4" EQUIV. YELLOW TEMPORARY PAINT (6500) *****				
DESERT BLOSSOM WAY - 4" EQUIV. WHITE TEMPORARY PAINT (600) *****				
UNITS 10 & 12 - 4" EQUIV. WHITE TEMPORARY PAINT (2100) *****				
UNIT 8 - 4" EQUIV. WHITE TEMPORARY PAINT (120) *****				
MOBILIZATION (2)				



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PROPOSAL

Date	Estimate
9/7/2017	17-34836

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
THERMOPLASTIC STRIPING: SUN CITY BLVD - 4" EQUIV. WHITE SPRAYED THERMOPLASTIC 60MIL (13083) - 4" EQUIV. YELLOW SPRAYED THERMOPLASTIC 60MIL (11020) - 4" EQUIV. WHITE TRANSVERSE THERMOPLASTIC 90MIL (6060) - THERMOPLASTIC EXTRUDED SYMBOL, ARROW 90MIL (6) - PREFORMED TAPE SYMBOL, BIKE GUY/ARROW (3M 270) (13) - TYPE D RPM (2-WAY YELLOW) (610) - TYPE G RPM (1-WAY WHITE) (18) *****			30,261.25	30,261.25
SPIRIT LOOP - 4" EQUIV. WHITE SPRAYED THERMOPLASTIC 60MIL (10238) - 4" EQUIV. YELLOW SPRAYED THERMOPLASTIC 60MIL (6500) - 4" EQUIV. WHITE TRANSVERSE THERMOPLASTIC 90MIL (1320) - PREFORMED TAPE SYMBOL, BIKE GUY/ARROW (8) - (3M 270) TYPE D RPM (2-WAY YELLOW) (340) *****				
DESERT BLOSSOM WAY --4" EQUIV. WHITE TRANSVERSE THERMOPLASTIC 90MIL: (600) *****				
UNITS 10 & 12 --4" EQUIV. WHITE TRANSVERSE THERMOPLASTIC 90MIL: (2100) *****				
UNIT 8 --4" EQUIV. WHITE TRANSVERSE THERMOPLASTIC 90MIL: (120) *****				
MOBILIZATION (1)				



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PROPOSAL

Date	Estimate
9/7/2017	17-34836

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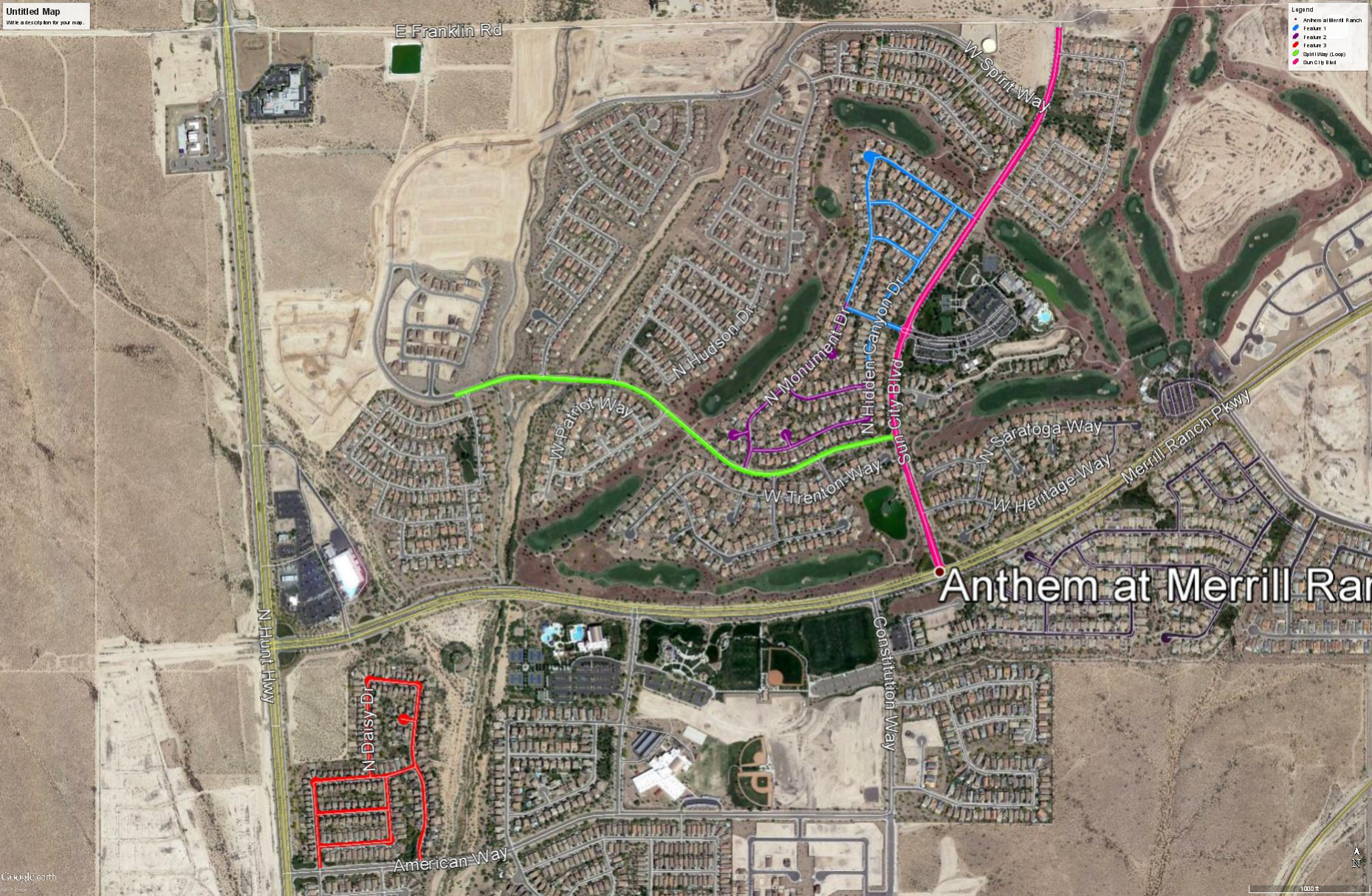
Client	Project Description	Project Location
Florence City PO Box 2670 425 E. Ruggles Florence, AZ 85132	2017-Anthem Units	CROSS STREETS: Merrill Ranch Parkway and Sun City Boulevard (see maps)

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	Due upon completion	Aaron	AZ, Southern	AZ-ROC261715

Description	Quantity	U/M	Rate	Total
TRAFFIC CONTROL: (3 DAY SPLIT) SPIRIT WAY OR SUN CITY BOULEVARD: --2 Men 2 Trucks & Trailer (24 Hour Closure). Equipment with lights. SALES ITEMS: --Sandbags, Flags & Traffic Plans (one time fee)	1	Each	6,102.00	6,102.00

NOTES:
 (1) This estimate includes three days of mobilization for all pavement markings. Additional mobilizations will be invoiced at \$840/piece.
 (2) Additional Items to Include Applicable Taxes & Bonds.

Total \$256,551.27



Memorandum



To: Brent Billingsley, Town Manager
From: Bryan C. Hughes, Community Services Director
Date: September 18, 2017
Re: September 2017 Department Report

Laura Carter and I met with managers and some seniors from Sun City and Florence Gardens on August 29th to discuss creating a “give-a-lift” program. Seth Coleman, the driving force behind the Durable Medical Equipment Loan Program, presented the idea to the group. The concept, which is done in other places, is to compile a pool of volunteer drivers to transport seniors who cannot drive themselves, particularly to medical appointments. It would be a combination of folks using their personal vehicles and our accessible vans. Seth would like to have this as a Town program with volunteers applying and having background checks. A volunteer would also coordinate the drivers and riders. Staff is researching other programs and potential grant programs to see if this is a viable program for the Town to pursue.

Members of the Florence Veteran’s Memorial Committee met with Brett Anderson, ASLA and Principal with the firm AndersonBaron, on September 1st to explore the idea of modifying the planter in the outdoor plaza at the Library and Community Center for the memorial. Brett and his team of landscape architects are going to present some conceptual designs to the committee at the September 25th meeting. Mr. Anderson is doing the work pro bono.

The Arts and Culture Commission met on September 14th after a summer hiatus. The group is eager to begin fall programming and participating in some of the upcoming special events.

The Library and Community Center repairs are progressing after the water damage from the storms on August 13th. Repairs to the wood and drywall were expected to be completed in 6-8 weeks, but appear to be ahead of schedule. The facility remains open during repairs.

Make a Difference Day event is scheduled for Saturday, October 28th. Alison Feliz and the committee have continued to identify projects for volunteers to perform that day. Participants will receive their assignment and assist with items such as cleaning, painting, picking up trash, digging, planting, and more.

The Aquatic Center wrapped up the regular season on Labor Day, September 4th. Nearly 20,000 people attended Open Swim and other events this season.

The Florence Teen Council (FTC) has been busy with a number of meetings held at Florence H.S., Florence K-8 and Anthem K-8. The FTC is also doing a highway cleanup along a 1-mile stretch on Hunt Highway on Saturday, September 23rd.

Staff is also working with teens to host a karaoke event, a food eating contest and a lip sync battle on upcoming early release days.

Erasmus “Beebo” Mendivil and David Lewis assisted with announcing parade floats and played music at the Florence H.S. Homecoming Parade on Friday, September 15th.

The Florence H.S. Swim team has five home swim meets at the Aquatic Center during the month of September.

Staff assisted Congressman Gosar’s office with the Adolfo “Harpo” Celaya Post Office Dedication on Saturday, September 16th. An estimated 200 people attended the event.

**Parks and Recreation Department
Divisions Report
August 2017**

Recreation/Aquatics/Special Events Programs

Recreation Programs	Participants	Revenue	Notes
Before and After - Anthem	1	\$	Revenue posted in July
Before and After - Florence	3	\$	Revenue posted in July
Iddie Biddie Kiddies	8	\$280	
Open Swim Child	903	\$903	
Open Swim Adult	482	\$1,446	
Adult Lap Swim	16	\$48	
Lap Swim – Fitness Members	25	\$	Free Admission with Fitness membership
Aqua Aerobics	7	\$145	
Aqua Zumba	12	\$255	
Teen Night	66	\$	Free Admission

Facility Use Permits

Number of Facility Use Permits	Number of Bookings	Estimated Number of Participants	Revenue Generated
47	147	3,142	\$800

Fitness Center – Membership Package

Fitness Package	Sales	Renewals	Total	Revenue
Adult Annual				\$
Adult 6 Month	2		2	\$180
Adult Monthly	28	54	82	\$1,476
Sr. Annual				\$
Sr. 6 Month	3	3	6	\$360
Sr. Monthly	3	15	18	\$204
Employee Pass	6	7	13	Free
Green Tree Inn	5		5	Billed thru A/R
Youth Monthly	10	5	15	\$180
Drop-In Fitness	20		20	\$100
Total Memberships	77	84	161	\$2,500

Fitness Center Classes

Program	Resident	Non-Resident	Revenue	Notes
Silver Sneakers Classic			\$0	
Silver Sneakers Classes			\$0	
Zumba Class			\$0	
Circuit Training			\$0	
Stretch it Out			\$0	
Exercise Class			\$0	

- Estimated member sign-ins throughout the month: 1,471
- Total membership packages sold: 161
- Fitness Center revenue for membership package sales: \$ 2,500
- Fitness Classes revenue: \$
- Total Revenue: \$ 2,500

Miscellaneous Revenue

Product	Total	Revenue	Notes
Paper & Markers	1	\$25	
Special Event Vendor	1	\$50	

Dorothy Nolan Senior Center

Activity	Monthly Total
Anthem Pharmacy/Shopping	1
Arts- Jewelry	7
Angel Care Discussion	12
Back Space 3, Yahtzee, Skip Bo, Dominoes, Cards, Cribbage, Phase 10, Wii Bowling, Pool Tournament	176
Bingo	89
Birthday Cards	16
Bible Study	42
Breakfast	97
Blood Pressures-Centrix with Diane	12
Blood Pressures – Florence Fire	
Bunko	12
Building Use	963
CAHRA	4
Coolidge Shopping	4
County Food Boxes	4
Diabetic Presentation by: Diabetic Academy	18
Dinner Club – BoBo Queen Creek	11
Dollar Store	9
Dental Clinic	32
Exercise Block Walk	2
Extension Food Program – Isabelle	Cancelled
Fitness Center	0
Grief Support	7
Guardian Angel Installation	3
Hair Cuts By Tamara	0
Healthy Eating by Lou	8
Home Delivered meals – participants 2-on Weekend meals 16 Participants	305
Knit/Crochet Club	18
Lost Meals	22
Medicare Advocate Benefits	4
Movie & Popcorn	13
Music by Rudy	48
Senior Donation Account Meal Participants- Safeway Deli	20
Senior Hot Topics	14
Support Group – Hospice	0
Staff Cooked meals & senior meal	74/20-94
Tech Savvy	0
TRIAD Meeting	0
Volunteer Hours	21 @ 225.75
Wii bowling /Volleyball	19

Accomplishments: The Center served 386 meals to 50 participants. We had two new senior participants this month. Rides were provided for riders, 434 trips to the Center and 25 errands and 0 special events. We traveled 2,017 miles.

Special Programming/Events:

Payson Day trip- 21

Peppersauce trip- 17

Libations/Creations- 8

Rhoda Exercise- 52

Music with Hermalene, Carmen and Sue- 8

Florence Community Library

August 2017

August Statistics

- 11,321 total items were circulated in August
- 97 library cards were issued
- 728 patrons signed up for use of the computer lab computers
- 1,652 wireless sessions were held
- 121 person(s) attended 4 program(s) presented by the library

August Activities

8/09/17 Early Release Craft
8/12/17 August Library Movie
8/14 – 8/16 Library Closed Due to Flooding
8/17/17 Library Closed for Computer System Updates
8/21/17 Solar Eclipse Viewing Program
8/22 – 8/24 Librarian Gloria Moreno attended Arizona Get Involved Training Institute
8/23/17 Family Movie

Library Repairs Ongoing

The Florence Community Library resumed normal operations as of August 18, after a brief closure due to flooding. The main damage was confined to the library's circulation desk, and the library collection survived fully intact. The library is open, and patrons are encouraged to take advantage of all library services.

Repairs are now in progress on the circulation desk area, and will be ongoing for an indefinite period. Patrons are asked to have patience with the noise and adhesive smells during repair times, with our apologies for any inconvenience.

Veteran's Day Showing of *USS Indianapolis: The Legacy*

The Florence Community Library is excited to announce an encore showing of the documentary, *USS Indianapolis: The Legacy*. This screening will occur at the library and community center on Veteran's Day - November 11, 2017, at 1:00 pm. It will be followed by a Q & A featuring Florence resident and *Indianapolis* survivor Adolfo "Harpo" Celaya.

Seating will begin at 12:30 for those who signed up in advance, but will only open up to walk-ins at 12:55. 117 people came to our July screening and Q & A, so advance registration is strongly recommended. **Seating is not guaranteed for those who do not sign up in advance, or for those who arrive late!**

To sign up, or for any questions about this or any other library program, please contact the library at (520) 868 – 8311.

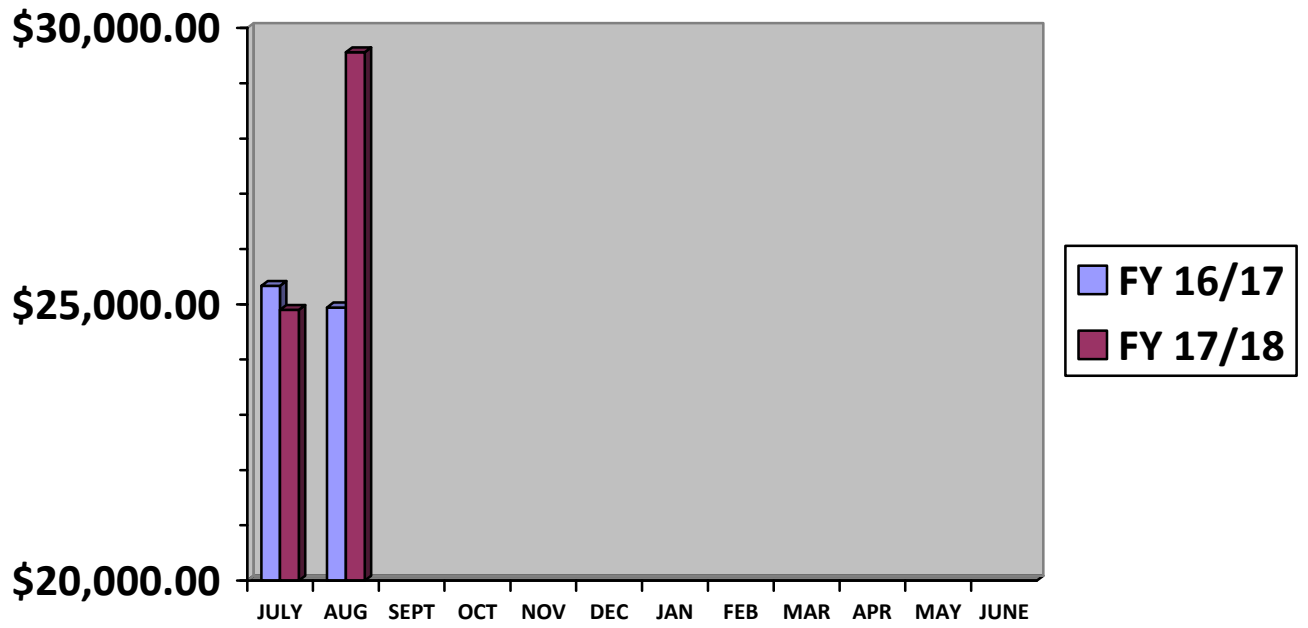
For the most part all number were pretty consistent with last year. There was a 15% increase in revenue.

COURT FINANCIAL REPORT

August 2017

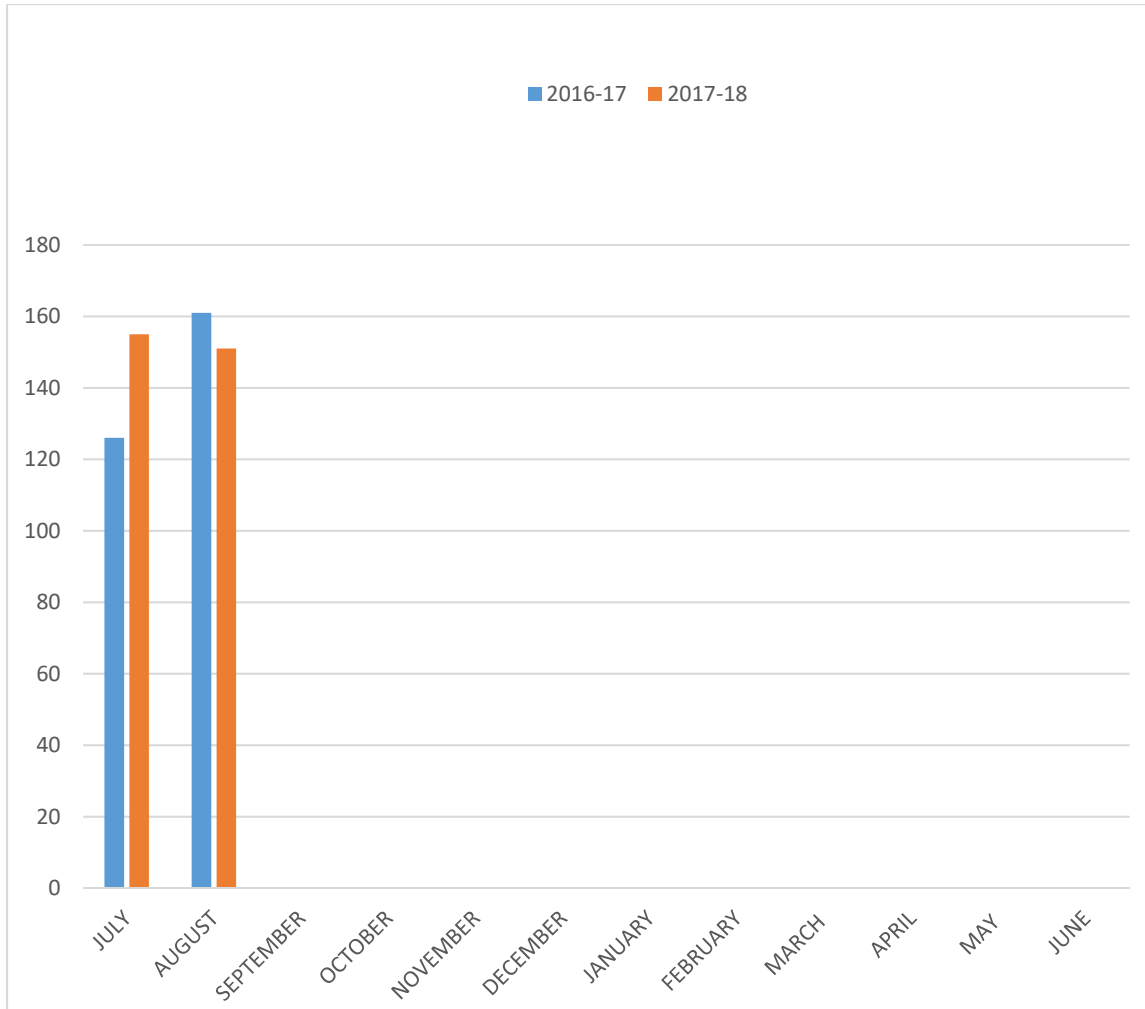
IRENE ENRIQUEZ – Court Administrator

DISTRIBUTION TYPE	AUGUST 2017 (CURRENT)	AUGUST 2016 (LAST YEAR)
FINE, FEES, & TRAFFIC	\$14,790.66	13,138.72
STATE SURCHARGES	8,192.71	7,760.62
STATE JCEF	391.29	494.65
LOCAL JCEF	210.68	266.35
STATE FINES	2,228.15	413.78
FLORENCE POLICE FUND	691.09	320.90
RESTITUTION	110.00	125.00
BONDS	0.00	444.00
PUBLIC DEFENDER FEE	220.99	194.19
JAIL HOUSING FEES	1,361.31	418.91
JUSTICE COURT FEES	58.68	52.76
GENERAL FUND	0.00	32.00
FARE SPECIAL COLLECTION FEE	791.58	919.45
FARE DELINQUENCY FEE	400.95	259.62
VICTIMS RIGHTS ENFORC.	113.34	101.60
PCSO FUND	0.00	0.00
DOMESTIC VIOLENCE ASSESS	0.00	0.00
OVERPAYMENT REFUND	0.00	0.00
COUNTY REVENUE	58.68	52.76
STATE REVENUE	12,118.02	9,949.72
TOWN REVENUE	17,274.73	14,371.07
RESTITUTION AND BONDS	110.00	569.00
TOTAL MONTHLY REVENUE:	\$29,561.43	\$ 24,942.55



15.6% Increase from 2016

COMPLAINTS AND CITATION FILED



JUL AUG SEPT OCT NOV DEC JAN FEB MAR APR MAY JUN

2016/17 – 126 161

2017/18 – 155 151

CITATION BREAKDOWN

Below are the types of cases filed for the month of AUGUST 2017

CIVIL TRAFFIC VIOLATIONS	-	121
CRIMINAL TRAFFIC	-	12
CRIMINAL	-	11
DUI	-	4
DOMESTIC VIOLENCE	-	3



TOWN OF FLORENCE

DEVELOPMENT SERVICES

224 W. 20th Street
Florence, AZ 85132
Office: 520-868-7542
FAX: 520-868-7546

MEMO

MEETING DATE: October 2, 2017

STAFF PRESENTER: Christopher A. Salas, Development Services Director/Town Engineer

SUBJECT: Development Services Staffing Report

Development Services Projects:

Banner Health – Merrill Ranch Health Clinic

- Plans have been submitted and are under review

Horizon Health Care (Adamsville Hospital)

- Tenant Improvement (TI) permit issued, but hasn't been picked up by developer or pulled permit
- Engineering has reviewed water basis of design report & provided comments – waiting on water line plan set submittal
- Waterline needs to be completed before the building can be occupied

Anthem at Merrill Ranch

- Unit 3 – Final plat, Town Council 9-18-2017, Preliminary Plat approved by P&Z 4-20-2017, At Risk Grading complete, currently installing electric
- Unit 5 – Final Plat being reviewed, Preliminary Plat approved by P&Z 4-20-2017 – At Risk Grading
- Unit 7 – Final Plat Town Council 9-18-2017, Preliminary Plat approved by P&Z 4-20-2017 – At Risk Grading, utilities being installed
- Unit 24 – Preliminary Plat to P & Z 10-5-2017
- Unit 32 – Preliminary Plat to P & Z 10-5-2017
- Unit 34 – Preliminary Plat to P & Z 10-5-2017
- Unit 37 – Final Plat to Town Council 9-18-2017, Preliminary Plat approved by P&Z
- Unit 38 – Final Plat - approved by Town Council on 7-17-2017, construction started
- Unit 52 – Final Plat - approved by Town Council on 8-21-2017
- Unit 55 – Preliminary Plat being reviewed
- Unit 56A – Final Plat - approved by Town Council on 8-21-2017, permits have been pulled
- Unit 60 – Preliminary Plat being reviewed

AZ Rentals and More LLC - ATV Rental

- Is not permitted, running as a rental and retail store for parts
- Discussions are taking place on future steps – recommend removing building

Depew Property

- Burnt building area needs to be secure
- Note – Owner does NOT have legal access to the south side of the property
- Demolition permit is required no more than 30 days after the Fire Investigation is complete
- Future plans will require new permits

Bonnybrooke – Solar

- C of O has been issued

Circle K

- Development Agreement being reviewed by staff before being sent to applicant
- Extension of Design Review to P & Z 10-5-2017

Monarch/Aspen Farms

- Applicant must submit revised narrative for review before moving forward
- Applicant has not responded

Small Wireless Facilities

- New antenna laws, code needs to be written
- Planning has coordinated cooperative effort between Florence and four additional communities
- Development Code Amendment – Pursuant to HB 2365, it allows wireless providers to install and operate small cells and related equipment on Town ROW, staff is currently creating a draft amendment. Town is required to establish and make available rates, fees and terms that are consistent with HB2365 by February 9, 2018.

Building Code

- Update on the Development Code Amendment, Technical Codes will be presented to the P&Z 10-5-17
- Approval will be requested 11/2/17

Code Enforcement Manual

- Update on the Code Enforcement Manual will be presented to the P & Z 10-5-2017

Desert Palms (Central & 9th Street)

- Need C of O, nothing has been requested

McDonald's

- Plan review complete
- Fire needs to inspect the existing fire protection features

McDonald's Parking Lot

- DS expecting a plan set on the parking lot expansion eminently
- Applicant has not submitted
- Held Pre-app meeting

Medical Office Building (aka MOB)

- Certificate of Occupancy approved

Mosaic (Nazarene) Church – 2700 N Anthem Way

- All permits have expired
- Plans and supporting documentation are out of date and need to be resubmitted
- Staff is working to re-instate the current plans,
- Applicant has supplied the Geotechnical Report
- Engineering is working on obtaining the drainage report from the original engineering firm.
- Traffic impact Report I being deferred until Phase 2 of the project.
- Narrative submitted
- Applicant needs to submit application and pay fees

Pinal County Court House

- Temporary Certificate of Occupancy issued 7/19
- Temp C of O expires 11/19, need update from developer
- Building Safety contact contractor to check on project status
- 3rd C of O inspection taking place 9/18

Rail 3 aka Cody Building

- New permit has not been issued, but no inspections yet General contractor has removed themselves from the project
- Will then needs a permanent C of O – Factory – on building but not as a business
- Applicant now focusing on minimal improvements in order to operate the business
- Project will be phased and exterior improvement expected to be started at the beginning of the new year

Smith Building

- Electrical Permit issued on 8/1/17
- First inspection performed on 8/17/17 – utility clearance was sent for Temporary Power
- Owner needs additional permits
- Second electrical inspection scheduled around 1st week in October
- Contractor to make all panels, all wire ruins and everything electrical related to be open and available for Town Inspection
- Architect & Structural Engineer scheduled on-site inspection 9/19 to evaluate past structural concerns
- No date scheduled for 1st Architectural submittal

Widowfield & Florence Sunrise Apartments

- C of O Approved

Florence Artisan Acres (Windmill Winery)

- DA has expired
- Additional information needed from Applicant
- Map of Dedication – On Hold

Attaway Crossing Annexation

- Additional information needed from Applicant
- Applicant working with private company - cost benefit analysis

Engineering Division:

MAG Federal Fund Grants Projects

- Surface Trans. Block Grant (STBG) application due 9/25

Facilities Maintenance:

Town Building Signage

- IT, Town Hall & Fire Station #1 complete
- HDAC approval to begin to hand in the district

Fire Alarm / Suppression Inspections

- Inspection completed by American Fire
- Minor repairs are necessary

Fleet Services:

- Preventative Maintenance (PM's) – 8
- Other Services – 43
- Total vehicles serviced – 51
- All town generators had annual PM's & load bank tests completed
- Approval has been granted to

Training

- Mechanics completed Wheelchair Lift Training
- Held training with Senior Center van drivers – Proper Lift Operation & Daily Inspection Reports

Streets (HURF) Division:

Pavement Preservation – non CIP

- Cactus Asphalt to start work 9/22/17

Water Division:

Brunenkant Building - Fire Suppression System

- Sprinkler work completed by Mull Fire
- Ceiling & insulation replaced
- Monitor panel, dialer line & 120v lines are needed
- Water supply line connection needs to be made
- Arizona 811 (Former Blue Stake) has been notified of project
- Public Works to install underground supply lines, work started
- Work to be completed by October 1st

Standpipe

- New stand has been fabricated
- Fence has been removed from the front of the building
- Building has been painted
- Check valve to be installed
- Work to be completed by October 1st

Well #2b

- Solicitation documents are being prepared for competitive bids – fitting of well

Well #4

- Solicitation documents are being prepared for competitive bids - camera, brush and re-fitting of the well

Permits Issued:

- BLD-COMM - 5
- BLD-RES – 11
- BLD-RES-SFR-NEW – 15
- ELE-COMM - 2
- ELE-RES-SFR – 29
- FIRE-OPERATIONAL – 1
- INSP-ELECTRIC - 1
- PLM-RES-SFR – 9
- PW-FLOW TEST - 1
- PW-GRADING – 2
- PW-UTILITY – 13
- TOTAL PERMITS – 89

Wastewater Division:

North WWRF

- Electrical Upgrade to 480/3 phase for new equipment – evaluating contractor options
- Screen and Headworks rehab and replacement- In Process
- Blower Replacement/Repair – In Process
- Aeration Piping and Diffuser Installation – In Process
- Belt Filter Press (BFP) Relocation and Installation - In Process
- Design Phase, Water Works - Belt Press - Sludge Tanks - In Process
- Basin Concrete Repair- Will assess when pump tanks down for visual inspection
- Safety railing, walkway and access rehab- Waterworks working on design

South WWRF

- Felix JOC FY16-17(FY17-18) Replace 2 decant butterfly valves. Reroute Filter backwash line to BFP filtrate line, Re-pipe clean water source to Filter Backwash Pump **Completed**
- Headworks Screen Rehab and Odor Control Hazen & Sawyer- Preliminary Design
- Sam Unit Rebuild - in process
- SBR Decanter Rebuild- In Process of obtaining parts

Capital Improvement Projects:

CIP GG-25 - Silver King Balcony Repairs

- Scope of Work reviewed, preparing Bid Document

CIP GG-26 - Signal Light @ SR79 & Hunt Highway

- ADOT Traffic study is complete
- Meeting to occur with ADOT to discuss project options

CIP PSP-18 - HVAC @ Police Department

- Three units replaced after failures in FY16/17, remaining two are newer and are not scheduled for replacement in 17/18

CIP PWM-01 - Street Sweeper (CMAQ Grant)

- Updated bid obtained, application completed & presented at council 9/18

CIP SANM-01 - 1/2 Ton Double Cab Pickup (Enterprise)

- Obtaining bids - On Hold

CIP PSPM-01 – Patrol Car

- Bids complete, purchase has been approved

CIP PSPM-02 – Patrol Car

Bids complete, purchase has been approved

CIP SU-85 - Recharge Permitting & Design

- Design underway, permit application close to complete

CIP SU-87 - South Waste Water Treatment Plant - Improvement Modifications

- See the above Wastewater Division

CIP SU-89 - System Wide Capacity / Condition Analysis

- Submitted application for WIFA Technical Assistance Grant

CIP SU-90 - Annual Sewer Line Maintenance Program

- Cooperative contract identified with Pro Tec, planning to take item to council on 10/2/17

CIP T-08 - Street Improvement Phase IV - Florence Gardens (HURF Bond)

- Public Meeting held
- Design documents complete, working on bid documents for solicitation

CIP T-09 - Street Improvement Phase V - Florence Gardens (HURF Bond)

- Public Meeting held
- Design documents complete, working on bid documents for solicitation

CIP T-17 - Diversion Dam Improvements

- Signal poles & all electric is in place
- Initial striping completed 9/10, final striping done 9/19
- Commissioned & active 9/20/17
- Project complete, improvements under 1-yr warranty

CIP T-60 - E. 1st Street Pavement (HURF Bond)

- 100% plans have been completed.
- Bid documents have been prepared by staff
- Bid documents have been submitted to Legal for Review
- Advertisement tentatively schedule from September 25

CIP T-62 - Attaway / Hunt Highway Intersection Improvements

- Traffic signal installed, turn lanes tentatively scheduled for 18/19

CIP T-69 - Pavement Preservation

- Work started Cactus Asphalt to complete various projects
- HA5 projects identified, planning to take to council on 10/2/17

CIP T-70 - PARA Grant - Transportation Study

- Awarded, ADOT has appointed a Project Manager

CIP WU-23 - Water Well #1 Chlorine Building

- Desert Boring completed demolition work
- Guether Electric completed electrical work

CIP WU-26 - Water Storage Tank N. Florence

- Re-coating interior of tank
- Moving overflow pipe to over 30'
- Installing safety ladder
- Installing vent on top of tank

CIP WU-38 - Water Line Replacements

- Job Order Contract identified, working with contractor to obtain pricing

CIP WU-80 - Well #3 Noise

- Ongoing, PW has met with customer in person

CIP WU-83 - Downtown 12" Loop (CDBG)

- Install steel sleeve underneath SR79B (Main St)
- 30% Plan submittal has been Submitted and Approved by Engineering & Fire
- ADOT & Desert Boring to determine methods and permitting

CIP WU-85 - Well Refitting

- Working on bid documents for solicitation

CIP WU-87 - WIFA Water Projects

- Working with Piper Jaffrey to ensure projects are located on the priority projects list

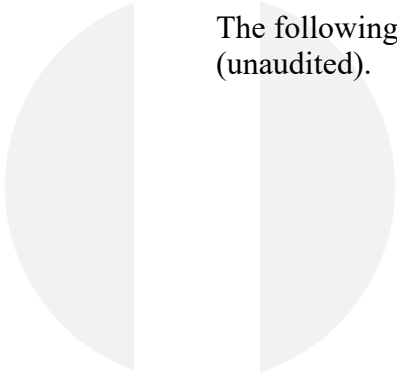


Finance Department Memorandum

To: Brent Billingsley, Town Manager
From: Joe Jarvis, Finance Director
Date: September 18, 2017
Re: Finance Department Report for August 2017

17% of the Fiscal Year has elapsed.

The following charts are for preliminary financial activity (cash basis) for August, 2017 (unaudited).



General Fund Report
Fiscal Year 2016/2017
As of August 2017

GENERAL FUND	Budget	Actual	Budget to Actual
<u>Revenue by Category</u>			
Taxes	\$ 3,992,439	\$ 373,357	9%
Licenses and Permits	529,500	186,368	35%
Franchise Fees and Taxes	589,000	1,281	0%
Intergovernmental	7,051,095	851,858	12%
CE Inspection Fees	79,100	16,322	21%
Civil Engineering Fees	55,000	24,830	45%
Community Development Fees	174,060	38,902	22%
Charges-General Government	209,330	11,167	5%
Cemetery Fees	13,600	3,270	24%
Public Safety-Police	25,950	6,339	24%
Parks and Recreation	128,400	24,512	19%
Fines and Forfeitures	166,100	29,570	18%
Interest Earnings	100,000	3,097	3%
Public Safety-Fire	45,800	4,412	10%
Library	6,000	838	14%
Miscellaneous	39,623	20,098	51%
Economic Development	-	-	0%
Downtown Redevelopment	1,500	240	16%
Government Access Channel	7,000	-	0%
Seniors Fees	20,650	1,547	7%
Operating Transfer	1,384,009	211,614	15%
Total Revenue	\$ 14,618,156	\$ 1,809,622	12%
<u>Expenditures by Department</u>			
Town Council	\$ 95,747	\$ 6,382	7%
Administration	637,481	99,130	16%
Courts	198,606	28,796	14%
Legal	473,844	92,676	20%
Finance & Grants	676,281	105,456	16%
Human Resources	246,472	32,212	13%
Community Development	597,380	51,759	9%
Police Services	3,990,406	489,039	12%
Fire Services	3,042,730	415,729	14%
Information Technology	391,974	43,869	11%
Parks & Recreation Services	2,014,789	309,647	15%
Library	274,768	36,492	13%
Facility Maintenance	517,507	53,759	10%
General Government	1,139,582	62,190	5%
Cemetery	9,400	868	9%
Town Engineer	140,930	11,818	8%
Economic Development	134,595	22,396	17%
Total Expenditures	\$ 14,582,492	\$ 1,862,217	13%

- Taxes, franchise fees and intergovernmental revenues reflect a one- to two- month lag in collections

Comparison of General Fund Revenue and Expenditures Actual to Budget

Fund	Revenue			Expenditures		
	Budget	Actual	% Collected	Budget	Actual	% Expended
General	\$ 14,618,156	\$ 1,809,622	12%	\$ 14,582,492	\$ 1,862,217	13%
Capital Improvement	1,835,591	962	0%	417,278	-	0%
Highway User Revenue	3,130,006	238,733	8%	7,605,949	650,790	9%
Construction Tax - 4%	166,457	745	0%	-	-	0%
Food Tax - 2%	1,700	140	8%	609,150	-	0%
Town Water	2,814,664	512,752	18%	5,123,036	339,587	7%
Town Sewer	4,044,834	617,203	15%	4,659,499	798,031	17%
Sanitation	774,278	123,041	16%	925,727	85,683	9%
Total	\$ 27,385,686	\$ 3,303,198	12%	\$ 33,923,131	\$ 3,736,307	11%

Comparison of Revenue and Expenditures to Budget for the Town's Major Funds

Development Impact Fee Collections and Expenditures

Development Impact Fees				
Collections for Fiscal Year 2016/2017				
As of August 2017				
Fee Fund	Beg. Fund Balance	Fee Collected	Interest	Ending Fund Balance
501 Sanitation	\$ 47,449		\$ 11	\$ 47,460
505 Transportation	668,912	25,322	160	694,395
506 General Government	-			-
508 Police	542,973	22,459	130	565,562
509 Fire/EMS	118,166	22,770	28	140,964
510 Parks	5,138	1,417	1	6,556
511 Library	36,961	7,511	9	44,481
596 Florence Water	10,118		2	10,120
597 Florence Sewer	195,433	2	18	195,454
598 North Florence Water	10,228		1	10,229
599 North Florence Sewer	12,744		3	12,747
Total	\$ 1,648,122	\$ 79,481	\$ 365	\$ -

Cash and Investments – Bank Balances and Monthly Yield

Investment Report						
<u>Account - cash balance</u>	<u>Jul-17</u>	<u>Aug-17</u>	<u>Sep-17</u>	<u>Oct-17</u>	<u>Nov-17</u>	<u>Dec-17</u>
NB/AZ - General Checking	12,326,753.06	\$ 12,276,568				
LGIP - 7256	\$ 8,959	\$ 8,966				
LGIP - 5953	\$ 234,961	\$ 235,179				
Stifel Nicolaus - Investments	\$ 38,678,944	\$ 38,733,647				
NB/AZ - PD Evidence	\$ 6,185	\$ 6,185				
Total cash	\$ 51,255,803	\$ 51,260,545	\$ -	\$ -	\$ -	\$ -
<u>Account - monthly yield</u>	<u>Jul-17</u>	<u>Aug-17</u>	<u>Sep-17</u>	<u>Oct-17</u>	<u>Nov-17</u>	<u>Dec-17</u>
National Bank Arizona	0.05%	0.05%				
LGIP - 7256	0.89%	0.89%				
LGIP - 5953	1.01%	1.10%				
Stifel Nicolaus - Investments	1.44%	1.43%				

Fire Department

MEMORANDUM

DATE: September 7, 2017

TO: Brent Billingsley, Town Manager

FROM: David Strayer, Fire Chief

SUBJ: Summary of August 2017 and Plans for September 2017

The fire responses for 2017-2015 are as follows:

August 2017	Location of Calls					
Type of Calls	<i>Florence Proper</i>	<i>Florence Gardens</i>	<i>Anthem</i>	<i>Prisons</i>	<i>Mutual Aid</i>	<i>Totals</i>
Brush Fires	0	0	1	0	0	1
Structure Fires	1	0	0	0	1	2
Vehicle Fires	0	0	0	0	0	0
Trash Fires	0	0	0	0	0	0
EMS	62	12	32	52	0	158
HazMat	2	1	3	0	1	7
Electrical Arching	1	0	0	0	0	1
Police Asst./Public Asst.	15	6	4	0	0	25
Unauthorized Burning	0	0	0	0	0	0
Good Intent	0	0	0	0	0	0
Controlled Burning	1	0	0	0	0	1
False Alarm/System Malfunction	2	0	6	0	0	8
Emergency Stand by (move up)	2	0	13	0	1	16
Other Calls	9	2	3	0	0	14
TOTALS	95	21	62	52	3	233

Three Year View	2017		2016		2015	
	Aug	YTD	Aug	YTD	Aug	YTD
EMS	158	1307	162	1421	145	1225
Fire Calls	3	30	0	44	6	51
All other Calls	72	706	74	549	48	527
TOTALS	233	2043	236	2011	199	1803

Summary of August

Fire Chief Report

- Attended Town Council meetings August 7 and 21, 2017.
- Attended Management Team meetings (every Tuesday).
- Held Fire Staff meetings managing & coordinating department activities.
- 2012 Fire Code adoption meeting August 9, 2017.
- Pulte meeting on emergency access August 9, 2012.
- Fire Department Supervisors' meeting August 10, 2017.
- Florence Public Safety Planning Group meeting August 16, 2017.
- Annual awards dinner preparation, event to be held October 11, 2017.
- Pinal County Multi-Jurisdictional Hazard Mitigation plan review and adoption.
- Automatic Aid Agreement with Coolidge Fire submitted for approval.
- Arranged Multi-Agency, multi-company training sessions at CAC to be held in October.
The following agencies will be participating: Florence FD, Eloy FD, Coolidge FD, Rural Metro, Gila River FD, Maricopa FD, Casa Grande FD, Arizona City FD.
- Pre- Application Meeting August 16 and 23, 2017.
- 2012 Fire Code Amendment meeting August 22, 2017.
- Florence Anthem Hospital Open House August 25, 2017.
- North South Corridor Meeting August 31, 2017

Division Report – Administration

Inspections

- Anthem Banner Medical-Annual Life Safety
- GEO West - Fire Alarm Panel
- Block Grant inspection-Jennifer Evans
- Follow Up Inspection 150 s Main
- Medical Office Fire Spk Hydro
- Medical Office Pre- TCO
- Medical Office Fire Alarm Test
- Medical Office Final Fire

- Circle K complaint follow up inspection
- River Bottom Site Inspection
- Pinal County Pre Fire Final Inspection
- Bonny Brooke Project Fire Final

Plan Reviews

- Pulti Unit 3
- Pulti Unit 7
- Pulti Unit 5 utility
- Pulti Unit 24
- Pulti Unit 32
- Pulti Unit 34

Permit Reviews

- Multiple Event Permits Review meeting

Meetings

- Anthem Mosaic Church Project
- Development Services project Meetings x3
- Fire Dept supervisor Meeting
- Medical Office C/O
- ATV Site Review
- Rail 3 Project
- Belva's Property meeting
- River Bottom Project
- Benson Alarm Meeting

Division Report – Operations

Uniforms/Personal Protective Equipment (PPE)

- Uniform accounts updated with United Fire

Communications Equipment

- ECM2 Command officer notification app set up on FD staff phones

Emergency Medical Services (EMS)

- Physio LifePak 15 heart monitors service contract update

- Conducted EMT and Paramedic refreshers to comply with AZ State law for EMS certifications
- Opioid reporting continuing through Governor's office

Training

- Working Florence Anthem Hospital for EMS training
- Preparing to send two Firefighters to State Fire Training in September

Special Projects

- Working with Finance on paperless review and time keeping committee
- Career Development manual review for future assessments of promotions and hiring practices
- Familiarization with Pinal County Multi-Jurisdictional Hazard Mitigation Plan

Town Committees

- Health and Safety
- Grants
- Time keeping and paperless review
- Initiatives, rewards and incentives for employees
- Public Safety Communications

Incidents, Public Relations, Employee Recognition

Fire destroys garage, vehicles in Florence

By MARK COWLING Staff Writer

Aug 30, 2017



6 - 8 cars or trucks lost

Florence firefighters battle a blaze Tuesday afternoon in an RV storage yard on State Route 79 south of the U.S. immigration detention center.

Mark Cowling/PinalCentral

FLORENCE — A fire in an RV storage yard on State Route 79 north of downtown Florence Tuesday afternoon appears to be accidental, although the exact cause had not been determined as of Wednesday morning.

There were no injuries. A 4,000-square-foot four-door garage was destroyed, along with six to eight vehicles parked nearby. Firefighters saved a home south of the blaze.

Fire Chief David Strayer said fighting the fire was complicated at first by nearby power lines arcing and sparking.

10 Year Recognition



Figure 1 Firefighter Paramedic Donaven Adamczyk



Figure 2 Engineer Paramedic Robert Anderson



Figure 3 Captain Randy Jabara



Figure 4 Engineer Paramedic Brad Kells



Figure 5 Engineer Sean Mahoney



Figure 6 Firefighter Paramedic Chris Robison



Arms of Valor
ADOC Florence – South Unit Inmate Veterans Group



MEMORANDUM FOR: Commander or Fire Chief, Florence Fire Station #1 / Fire ADMIN; 72 1st Street; Florence AZ 85132 (520) 868 - 7609

THRU: COIII J. Ells, Arizona Department of Corrections (ADOC), Florence—South Unit

SUBJECT: Request RSVP as Special Guest Speaker

DATE: 10 August, 2017

Dear Commander / Fire Chief:

Please accept our sincere invitation to be a **Guest Speaker** for our Inaugural **"September 11th Commemorative Observation Event"**, scheduled for Tuesday 12 September 2017, beginning at 0900 hours in the Florence - South Unit Visitation Hall. The intent of this first-of-a-kind gathering is to conduct a memorable and reflective observation of the events of September 11th, 2001 (A.K.A. 9/11).

The men and women of your Fire Station have distinguished themselves as valued and honored **"First Responders"** within the community. We wish to publically commend them, via you, for your collective tireless service, as a component of this event.

As a Guest Speaker at the event, you will have a platform audience composed of Distinguished Guests, Senior ADOC Staff Members, Veteran Inmates, and other Non-veteran Inmates in which to share your insights regarding the mission you provide as an active member of our nation's very first responders...the men and women of Florence Fire Station #1.

In closing, we look forward to your reply, and hopefully, **RSVP** confirming your intent (or your appointed delegate) to participate in this most important event. If so, please be sure to contact **John Mattos (Unit Deputy Warden)** and provide him the information he'll need in order to approve access. (See footnote below for details).

Sincerely Yours,

James K. E. Francis

United States Army (Emeritus)
President, Arms of Valor
Inmate Veterans Group, ADOC Florence

ADOC STAFF (Initials):

Janet Ell

ADOC Staff Contact: John Mattos, Deputy Warden (DW) at (520) 868-4100 (ext: 25604)

Plans for September

- Obtain Council approval for the Pinal County Multi-Jurisdictional Hazard Mitigation Plan, September 4th.
- Obtain Council approval for an Automatic Aid Agreement with the City of Coolidge for the intersection of Attaway Road and Hwy 287, September 4th.
- Interview with Mark Cowling on Fire Truck Restoration Project September 5th.
- Attending a “One Stop Shop” meeting with Admin. September 5th.
- Provide a “September 11, 2001, the Impact on the Fire Service” Presentation to a Veterans group at the Arizona State Prison September 12th.
- Fire Crew recognition at FHS Homecoming assembly September 15th.
- Attend Southwest Gas Safety Training September 13th.
- Attend the Pinal County Fire Chiefs Association meeting September 19th.
- Host an Employee Assistance Plan Mental Health training session September 21st.
- Attend the quarterly GEO community outreach meeting September 21st.



FLORENCE POLICE

Monthly Report – August 2017


Daniel R. Hughes, Chief of Police



425 N. Pinal St. □ P.O. Box 988

Florence, AZ 85132

Phone: 520-868-7681 □ Fax: 520-868-0158



“The men and women of the Florence Police Department stand firm in our pursuit for justice and public trust. We will stay true to our mission of providing service and safety to our community with honor, respect, and integrity. We are committed to providing fair and equal treatment to those we encounter.”

The information contained in this report outlines significant information and activity within the Florence Police Department (FPD) during the month of August 2017. The monthly report is prepared for the Town Council’s review and furthermore for the use by FPD to examine the current activity within the department and community to identify short-term and long-term needs, and develop plans for improvement to provide the highest level of service.

Personnel

Employee	Position	Effective
<i>New Hire</i>		
Joseph Sutton	Evidence Technician	8/28/17
<i>Resignations/Terminations</i>		
None		
<i>Vacancies</i>		
3	2- Officer 1- Supervisor	
2 full-time	Dispatcher	Open continuous

- Dispatcher applications being accepted.
- Backgrounds completed for 1 recruit and 1 lateral police officer applicant. Testing completed for both applicants.
- Two recruits David Sanger and Dylan Kennard continued through Police Academy (ALEA). Their projected graduation date is 10/20/17.

Chief of Police

Chief of Police, Daniel R. Hughes attended the following meetings during the month of August:

- Town Council Meetings
 - Management Team Meetings
 - Weekly FPD Administrative Meetings
 - Purchasing Committee Meeting
 - Fire and Police Communication Meeting
 - Alliance to Combat Transnational Threat – Field Area 2 (ACTT FA-2) Planning Meeting
 - Pinal County Law Enforcement Association (PCLEA) Meeting
-

Administrative/Support Services

The Support Services area includes the following: Communications Division, Evidence and Property, Crime Scene Investigator, Records Division, and Departmental Budget/Finances.

The Support Services Manager (Deanna Husk) had the following monthly activities:

- On-going review of Policy/Procedures for Evidence/Property
- On-going update of Policy/Procedures for Volunteers
- Review of Communications Policy –Committee with Patrol Division
- Oral boards for officer candidates
- Continued testing for dispatchers
- Review of Superior FD-Intergovernmental agreement
- Joseph Sutton hired for Property/Evidence Technician; in training.
- Continued oversight of Laserfiche project with Records Division

Communications

- One new Dispatcher in training, one Dispatcher starting 1st week of September, two full-time positions remain vacant.
- Two dispatchers completed the Public Safety Telecommunications Certification Course.
- Continuing recruiting and testing of applicants.
- Reviewing and updating policies

Calls for Service

Below is a table that depicts the total calls for service handled by FPD dispatchers during the month of August. The numbers are shown by the incident locations and how the incident was reported.

How Calls Are Received, Totals by How Received				
	Beat 1	Beat 2	Beat 3	TOTAL
911 Line	37	19	29	85
Crime Stop Line	0	0	0	0
Officer Report	204	99	240	543
In Person	100	2	1	103
Radio Transmission	4	1	4	9
State TT/NLETS	0	0	0	0
Telephone	210	53	101	364
TOTAL	555	174	375	1104

Average Response Time to Calls for Service

6 Month Reporting Period: March 2017 to August 2017

	Mar	Apr	May	Jun	Jul	Aug
Priority 1	3:40	4:14	4:03	4:56	3:18	5:08
Priority 2	5:21	5:11	5:56	5:34	6:40	5:50
Priority 3	16:30	27:48	24:06	19:04	19:47	21:23
Priority 4	15:25	15:44	50:36	37:36	25:22	35:50

Definitions:

- Priority 1 These priorities are those in which there is an imminent danger to life or major damage/loss to property or an in progress or just occurred major felony.
- Priority 2 These priorities are those in which a crime in progress might result in a threat of injury to a person, or major loss of property or immediate apprehension of a suspect.
- Priority 3 These priorities are those in which there is no threat of personal injury or major loss of property.
- Priority 4 These priorities are those of a report nature only.
-
-

AUGUST 2017 – Offense Count Index

Classification of Offense	Offenses	Unfounded	Actual	Offenses	Juvenile
CRIMINAL HOMICIDE	0	0	0	0	0
a. Murder/Nonneg Manslaughter	0	0	0	0	0
b. Manslaughter by Negligence	0	0	0	0	0
FORCIBLE RAPE	0	0	0	0	0
a. Rape by Force	0	0	0	0	0
b. Attempt Forcible Rape	0	0	0	0	0
ROBBERY	0	0	0	0	0
a. Firearm	0	0	0	0	0
b. Knife or Cutting Instrument	0	0	0	0	0
c. Other Dangerous Weapon	0	0	0	0	0
d. Hands, Fist, Feet, etc.	0	0	0	0	0
ASSAULT	16	0	16	11	1
a. Firearm	1	0	1	1	0
b. Knife or Cutting Instrument	1	0	1	1	0
c. Other Dangerous Weapon	1	0	1	0	0
d. Hands, Fist, Feet, etc.	0	0	0	0	0
e. Other Assaults – Simple	13	0	13	9	1
BURGLARY	1	0	1	0	0
a. Forcible Entry	0	0	0	0	0
b. Unlawful Entry/No Force	1	0	1	0	0
c. Attempt Forcible Entry	0	0	0	0	0
LARCENY – THEFT	14	0	14	7	0
MOTOR VEHICLE THEFT	2	0	2	2	0
a. Autos	2	0	2	2	0
b. Trucks	0	0	0	0	0
c. Other Vehicles	0	0	0	0	0
GRAND TOTAL	33	0	33	20	1
Clearance(s) by Adult Arrest	11				
Clearance(s) by Juvenile Arrest	1				

**All data presented in this report is tentative until monthly audit is complete

Property & Evidence

During the month of August 2017, there were 157 envelopes/packages involved in 71 incident cases submitted for processing by the Property and Evidence Section. Of the total, 157 envelopes/packages:

- 120 were evidence items of which 6 were sent to the lab, 5 await lab delivery and 109 were stored.
- 23 were for Safekeeping of which 14 were released and 9 were stored.
- 6 were Found Property of which 0 were disposed in the DBIN, 4 were released and 2 were stored.

The items of evidence involved in the following crimes are:

- 53 - Drug Incidents
- 10 - DUI
- 1 - Theft
- 5 - Aggravated Assault
- 0 - Fraud
- 0 - Misconduct with Weapon
- 0 - Child Abuse

AUGUST 2017 – Property and Evidence Processing							
TOTAL PACKAGES	EVIDENCE STORED	SAFE KEEPING	FOUND PROPERTY	DISPOSAL	RELEASED	OUT TO OFFICER	SENT TO LAB
157	109	23	6	0	18	0	6
AUGUST 2017 – Submissions for Related Crimes							
DRUGS	DUI	THEFT	FRAUD	AGGRAVATED ASSAULT	MISCONDUCT WEAPON	CHILD ABUSE	OTHER
53	10	1	0	5	0	0	0

Other Considerations

- The status of the Police Evidence Trust Fund bank account has 12 pending items involving \$4,213.00. Three are for safekeeping and seven items are pending RICO forfeiture.
-
-

-
-
- 0 traffic incidents involved the seizure of Arizona license plates.
 - 0 items involved in 0 incident cases were purged from the August 2007 inventory according to the ten-year evidence schedule protocol.
 - Fingerprints were taken for 82 citizens by volunteers and the Property and Evidence Section. These included volunteers, employee applicants and private citizens.
 - Citizens turned in 45 pounds and 0 ounces of prescription drugs for destruction during the month.
-
-

Operations/Patrol

The Operations/Patrol Division is under the direction of Lt. Terry Tryon, and he has attended the following meetings during the month of August:

- Town Council Meetings
- FPD Management Team Meetings
- Weekly FPD Administrative Meetings
- Workflow Committee Meeting
- Alliance to Combat Transnational Threat – Field Area 2 (ACTT FA-2) Planning Meeting

The Department of Homeland Security conducted a Financial and Property Audit of funds provided for Stone Garden. The audit was completed by William Seltzer, the DHS Strategic Planner. All documents completed by Florence P.D. were complete with no deficiencies. We are encouraged to apply for further equipment and overtime funds for the budget year 2017-2018.

Professional Standards

There were two use of force reports for August.

One use of force was a result of a domestic assault in which the suspect barricaded himself inside of his home, then escaped out of the back door. The suspect was ordered out of his hiding spot as officers on the scene had displayed their weapons.

The second use of force involved a physical fight at a residence in Anthem. The resident had charged at the officers and deputies on scene and engaged in a physical fight with a PCSO deputy. Taser was utilized to gain compliance. The first deployment was unsuccessful, so a drive stun technique was used with the Taser. Compliance was gained after the drive stun.

One citizen complaint was received in August. The complaint was in reference to how officers investigated an incident occurring in Anthem. The complaint is currently being investigated.

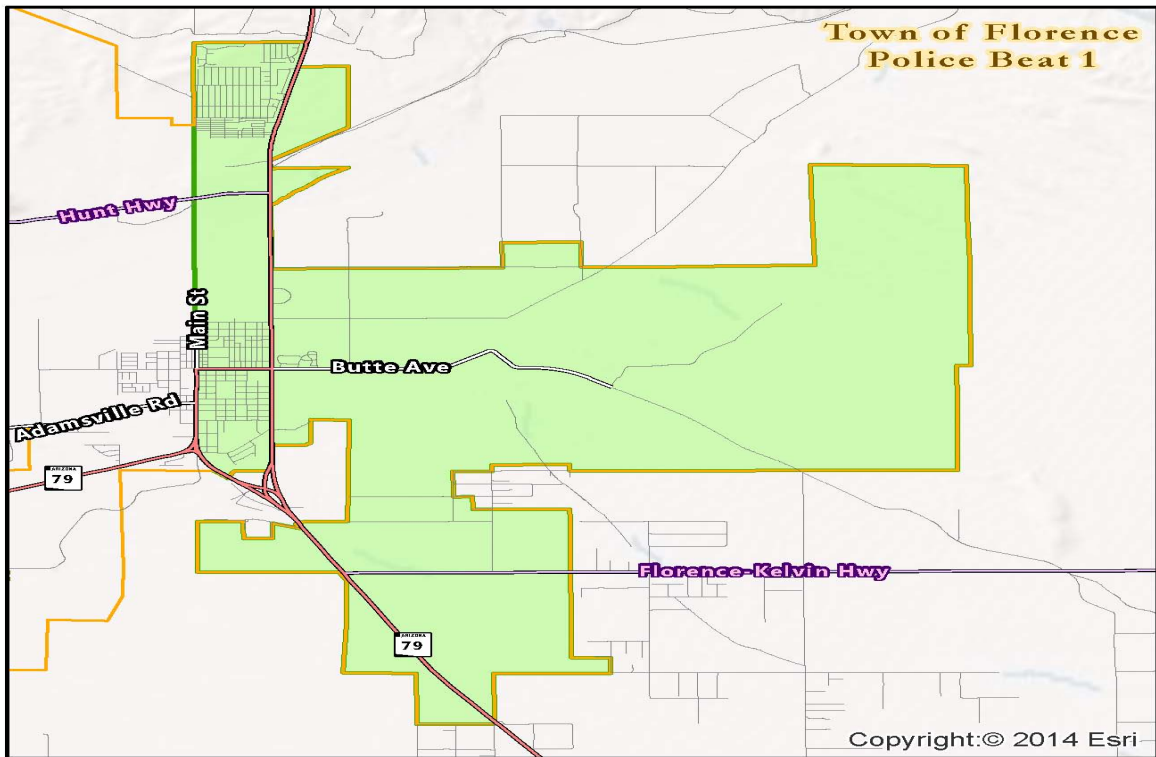
No internal administrative investigations were initiated in August.

Criminal Investigations Unit

Number of new cases assigned in August:		12	
Observed Offense	Assigned Detective	Case Status	Notes:
Information	L. Gaston	Open	Confidential Investigation with DPS
Sex offense with juvenile	L. Gaston	Closed	No criminal disclosure noted
Sex offense with minor	L. Gaston	Closed	No Disclosure during Forensic Interview
Warrant arrest	D. Helsdingen	Closed	1 Adult Arrested 2 misdemeanor warrants
Information report	D. Helsdingen	Closed	Weapons turned in after DV
Aggravated assault with deadly weapon	D. Helsdingen	OPEN	2 Inmates injured after being stabbed with a homemade weapon (Shank) 2 victim found with homemade weapon
Criminal damage x3	D. Helsdingen	Closed	1 Adult Arrested
Civil matter/child custody	D. Helsdingen	Closed	Work with Officer Banks to get child back from relatives in another state-child returned
Leaving scene of accident & criminal damage	D. Helsdingen	Open	Suspect ID charges pending this week
Aggravated assault & kidnapping	D. Helsdingen	Open	1 Adult arrested strangulation packet completed
Death investigation	D. Helsdingen	Open	Ruled a Suicide by PCME waiting on autopsy (lab) report
Vehicle theft	D. Helsdingen	Open	Suspect ID, charges filed. Vehicle recovered, suspect currently in custody Apache County Jail false name
Number of cases carried over into August:		12	
Observed Offense	Assigned Detective	Case Status	Notes:
Child Molestation & Child Pornography x2 victims	L. Gaston	Closed	1 Adult arrested 14 felony charges-No Bond Pretrial conference 9/11/17
Vehicle Theft	D. Helsdingen	Closed	Vehicle Recovered No suspects
Death Investigation	D. Helsdingen	Closed	Autopsy Returned-Accidental Fentanyl Involved
Vehicle Theft	D. Helsdingen	Open	Felony Warrant on Suspect
Fatal Motor Vehicle Accident	D. Helsdingen	Open	Expect final Report from Pinal County VCU this week
Sex Offense & Assault x2 cases	J. Ballard	Closed	PREA case closed unfounded/ Misdemeanor charges filed on two assault cases CADC cases
Child Abuse/Neglect	L. Gaston	Open	Suspect identified charges pending
Stolen Vehicle	D. Helsdingen	Open	Vehicle recovered Video received investigation ongoing
Promote Prison Contraband	D. Helsdingen	Closed	2 subjects in custody one subject with felony warrant in CADC
Stolen Vehicle & Arson	D. Helsdingen	Open	Vehicle recovered further investigation requested PCA
Voyeurism	D. Helsdingen	Open	Charges Pending
Hit & Run	D. Helsdingen	Open	Waiting on DPS lab report

Number of joint cases worked in August:		1	
Observed Offense	Assigned Detective Primary/Secondary	Case Status	Notes:
Child Abuse/Sex offense	L. Gaston/D. Helsdingen	Closed	Child disclosed to mother inappropriate behavior from mom ex-boyfriend
Other Activity:			
D. Helsdingen	Seizure Awarded \$1,343.00 from drug case		
D. Helsdingen	Grand Jury *9		
D. Helsdingen	FA2 meeting		
L. Gaston/D. Helsdingen	Simpson Hearing		

Beat 1



Beat Statistics:

Beat 1 Supervisor – Sgt. D. Peterson

There are 6 officers assigned to Beat 1

Total number of calls for service (including traffic): 532

Total number of traffic stops: 129

Total number of accident reports taken: 6 total accidents, 3 of which were private property

Total number of citations issued: 36 for 43 violations

Total number of DUI: 0

Crimes against Persons

Assault: 7

Aggravated assault: 1

Property Crimes

Burglary: 1

Criminal damage: 6

Shoplifting: 2

Theft: 3

Vehicle theft: 2

Monthly Activities

Total calls for service were up from last month (452). Person crimes were up by 1 from last month. Of the 8 reported assaults, 5 happened in a correctional facility and 2 were domestic

violence related. Property crimes were the same as last month. Officers in Beat 1 conducted directed patrols in the areas of previously reported crimes. Officers also conducted field interviews of persons throughout Beat 1 and inquired if there was any knowledge of any crimes being committed. The Directed Patrols and Field Interviews were utilized to gather information/suspects and to provide a presence in the community to help deter additional crimes. There were 32 warrant arrests in Beat 1 during the month.

Community Involvement and Education

Officers continued to perform directed patrols daily at the school buildings and grounds to prevent and/or detect criminal activity at these locations. Officers have been monitoring the school grounds and vehicle traffic in the surrounding areas.

Special Events

None

Upcoming Special Events

None

Significant Calls for Service

Assault on N. Pinal Parkway – An inmate struck another inmate with a cup causing a laceration on his head. Charges have been forwarded to the Court.

Assault on N. Pinal Parkway – Four inmates were in a fight because one called another a derogatory name. Minor injuries reported. Charges were forwarded to the Court.

Assault on S. San Carlos Street – During a Domestic Dispute, a female hit her significant other and threw his necessary walker into a dumpster. The female was arrested and booked into jail.

Assault on E. 3rd Street – While transporting a juvenile from school, the Transportation Aide requested a student to put on his seatbelt, per their regulations. The juvenile refused and punched the Transportation Aide, no injury. The student exited the bus and walked home. The victim refused to press charges, he only wanted the incident documented.

Assault on N. Pinal Parkway – While placing an inmate into a cell the inmate kicked the cell door into the employee causing a minor injury. Case is pending - awaiting further information from the facility.

Assault on N. Pinal Parkway – An employee at the Correctional facility reported that an inmate spit on him. Reporter only wanted the incident documented.

Assault on N. Jason Lopez Circle – While in court a respondent pushed his attorney, no injury reported. Charges were forwarded to the Court.

Burglary on E. Florence Heights Drive – A female reported that an unknown person entered her home and stole a Nintendo DS, Toshiba Tablet, \$6.00 in quarters and 3 prescription pills. There were no signs of forced entry to the apartment. Investigation ongoing.

Vehicle theft on E. Stewart Street – A male reported that he started his pick-up truck to warm it up and returned to his apartment. When he returned, someone entered his vehicle and drove out

of the apartment complex. The vehicle was located abandoned in Clifton, Arizona. The suspect has been identified and charges have been filed with the Court.

Vehicle theft on E. Florence Heights Drive – A female reported that her boyfriend's mother took her vehicle without permission. The vehicle was located and stopped in Coolidge. The suspect was arrested by Coolidge Police.

Vehicle theft on N. Warner Street – Incident occurred in Chandler, AZ.

Theft on E. Aguilar Street – A Florence High School computer that was supposed to be delivered to a student was delivered to the wrong address. The resident at the wrong address had opened and decided to keep the computer for herself. The computer was recovered and the female was arrested and booked into jail.

Theft on N. Kansas Avenue – A woman reported that her former roommate took a \$5000.00 bracelet without permission. The suspect is in contact with the case officer and is trying to recover the item.

Theft on N. Pinal Parkway – A female hired a taxi to bring her to Florence for \$75.00. Her credit card was approved for \$50.00. She advised the driver that her boyfriend would pay the difference upon arrival. When they arrived, no boyfriend was in the area. The female then decided to just not pay and walk away. She was located and arrested a short time later.

Shoplifting on N. Pinal parkway – A recently released (from jail) male took 2 beers from a convenience store and walked out without paying for the merchandise. The male was located and arrested for shoplifting.

Shoplifting on N. Pinal Parkway – A recently released (from jail) female took some ice cream and lip gloss from the store and left without paying for the items. The female was located and arrested for shoplifting.

Criminal damage on S. San Carlos Street – During a domestic dispute, a male punched and broke a window (valued at \$100.00). The male was arrested and booked into jail.

Criminal damage on N. Pinal Street – Someone spray painted graffiti on a picnic table. The owner repaired the table. No evidence and no suspects.

Criminal damage on E. Stewart Street – A female reported that someone slashed her car tire (valued at \$100.00). There are no suspects and no evidence.

Criminal damage on E. Stewart Street – A male reported that someone broke his car window (valued at \$100.00). There are no suspects or evidence.

Criminal damage on N. Church Street – A male reported that his son spray painted yellow lines onto the front of his home and a spare stove. The male was arrested and booked into jail.

Criminal damage on N. Florence Street – A male reported that someone broke his vehicle's passenger side window. There were no items stolen and no items (ex. A rock) which caused the damage in the area. No evidence and no suspects.

Accident on N. Pinal Parkway – A vehicle travelling southbound on Pinal Parkway turned left at Diversion Dam Road striking a northbound vehicle. No injuries were reported. The at-fault driver was cited.

Accident on S. Main Street – A vehicle travelling eastbound on Hwy 287 failed to stop at the stop sign and struck a southbound vehicle. No injuries reported. The at-fault driver was cited.

Accident on E. Butte Avenue – Two vehicles were eastbound on Butte Avenue in a single file. The first vehicle came to a stop at the red light and the second vehicle drove into the back of the first vehicle. The first driver had a complaint of pain in the neck/back area. He was not transported. The at-fault driver was cited.

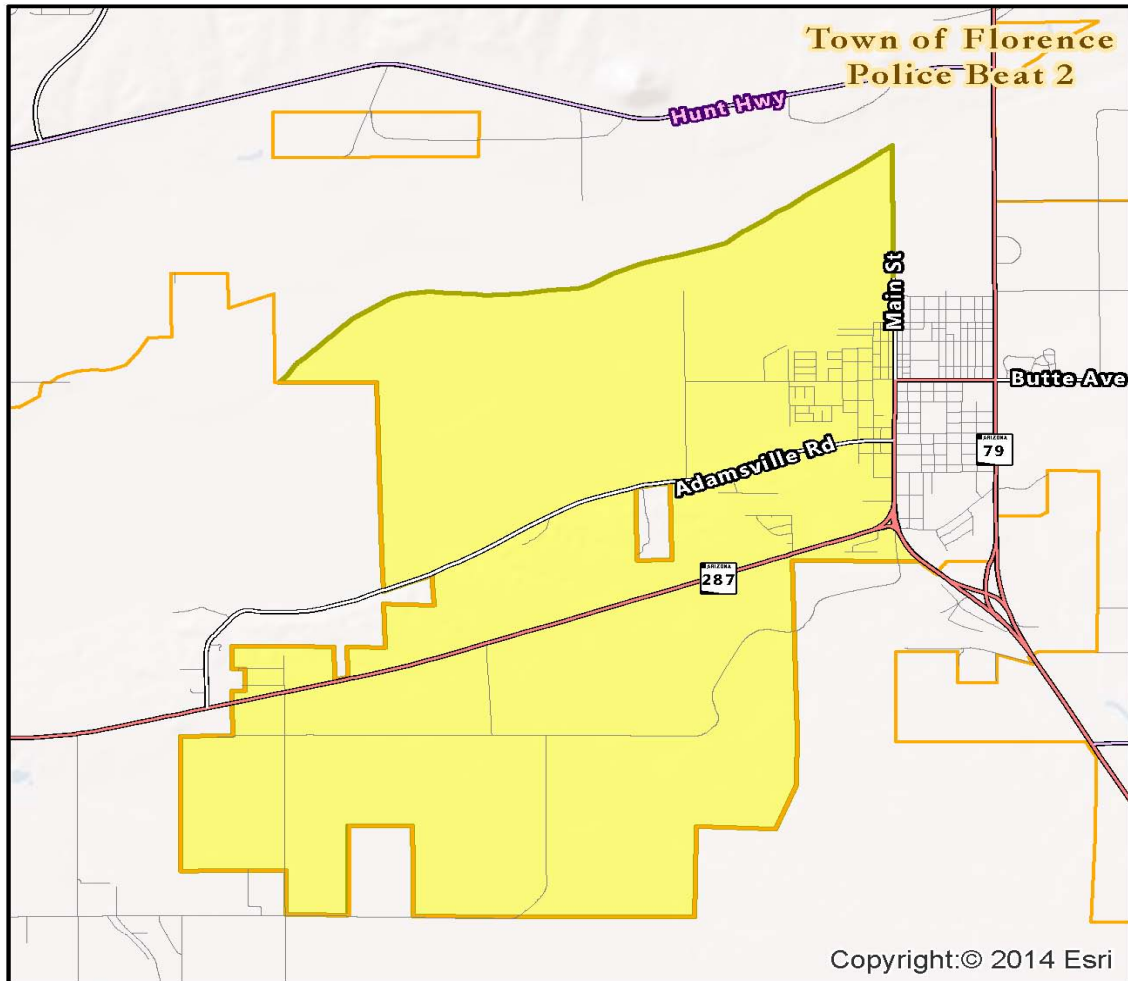
Accident private property - A parked vehicle was struck by another vehicle in a prison parking lot. The vehicle sustained damage to its rear bumper. The second vehicle left the area. Awaiting possible video surveillance.

Accident private Property on N. Pinal Parkway – A National Guard vehicle was struck by another while parked in their parking lot.

Training

Officers were updated on Court decisions during the month. Officer's uniforms and vehicles were inspected during the month, with no deficiencies noted.

Beat 2



Beat Statistics

Beat 2 Supervisor – Sgt. D. Campbell
There are 6 officers assigned to Beat 2
Total number of calls for service (including traffic): 157
Total number of traffic stops: 35
Total number of accident reports taken: 2
Total number of citations issued: 18 for 29 violations
Total number of DUI: 1

Crimes against Persons:

Assault: 2
Aggravated Assault: 1

Property Crimes:

Criminal Damage: 2
Theft: 5

Monthly Activities

Officer Nixon completed his Field Training and is now assigned to dayshift operations as a Patrol Officer. All patrol officers working dayshift assigned to Sgt. Campbell's Squad were inspected for uniform appearance and vehicle condition. All officers passed without incident.

Community Involvement and Education

Officers conducted 34 directed patrols of the local business and issuing warning citations for parking violations to include Field Interviews.

Special Events

None

Upcoming Special Events

Florence Police Department will be hosting another Citizens Academy starting September 05, 2017. During the month of August, applications were verified. Currently, there are 11 cadets scheduled to start in September.

Significant Calls for Service

Accident with injuries reported on State Route 287 milepost 142. Officers observed a three-car accident. During the investigation, driver #1 was traveling eastbound when he failed to maintain his lane of travel and collided with two additional vehicles that were driving westbound. Driver #1 had indications of impairment. Officers conducted a standard Field Sobriety Test. Driver #1 was found to be under the influence of Oxycotin and two different types of anxiety medication. Driver #1 was arrested and processed without incident. All other parties involved reported no injuries.

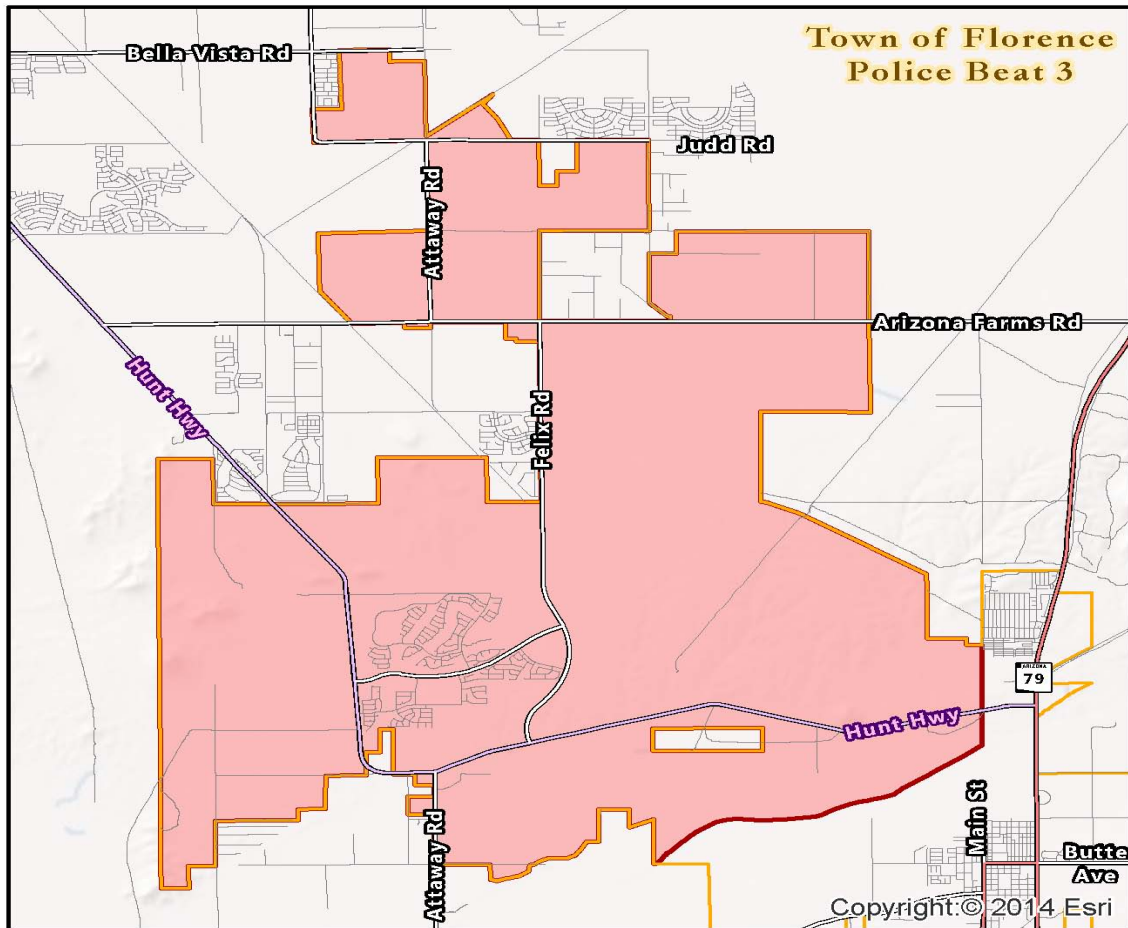
Criminal Damage reported on North Main Street. Officers arrived on scene and observed a large hole on the northwest portion of the structure. FLPD is currently investigating this incident and awaiting a monetary value to fix the building.

Stabbing on the 300 Block of West 11th Street in Florence. Officers arrived on scene and provided first aid for a female victim until Florence Fire Department arrived on scene. During the investigation, the victim's son became upset and stabbed her in the back with a kitchen knife and fled the scene. The victim was transported to a valley hospital due to a punctured lung. Officers canvassed the area and notified surrounding law enforcement agencies. The following morning, FLPD received a call for service matching the description of the subject. Officers arrived on scene and arrested the subject without incident. The subject was processed and booked into Pinal County Sheriff's Office Adult Detention Center without incident.

Training

None

Beat 3



Beat Statistics:

Beat 3 Supervisor – Sgt. S. Morris
There are 7 officers assigned to Beat 3
Total number of calls for service (including traffic): 348
Total number of traffic stops: 211
Total number of accident reports taken: 6
Total number of citations issued: 86 for 105 violations
Total number of DUI: 1

Crimes against Persons:

Assault: 1
Sexual assault: 1
Other: 2

Property Crimes:

Criminal damage: 2
Theft: 1

Monthly Activities

For the month of August, the total calls for service was 348, compared to 275 in July. A 26.55% increase. This increase is due to traffic task force being worked in Beat 3. No influx of major crime. A total of 65 directed patrols were conducted.

The Juvenile Detention Log was completed as required by state law. The Florence Police Department arrested five juveniles for the month of August.

The speed signs logged the following data:

- Main Street, east bound. –95,644 vehicles. 85% were doing 33 mph. Speed limit is 35 mph.
- Anthem/ Hunt Highway, west bound. –129,407 vehicles. 85% were doing 53 mph. Speed limit is 45mph.

For the month of August, traffic enforcement in beat three consisted of 159 traffic offenses, with 86 citations, and 105 violations. A total of 5 accidents took place.

Contact is made with the head of the HOA via email, or in person, with Officer Palmer. We work together to address all issues that the community may have. Two parking issues were handled for month of August.

Officer's uniforms were inspected this month, with no discrepancies noted.

Community Involvement and Education

The beat three officers continue to look for code enforcement violations and have been enforcing parking violations. No parking violation warnings were given out in August.

Special Events

None

Upcoming Special Events

None

Significant Calls for Service

Congressional Way – Officers responded to a report of 4 people fighting in the street. Upon arrival, they observed an individual who had another individual in a headlock. Verbal commands were given to stop fighting, which were ignored. One individual became aggressive with a deputy, began to fight, and was tazed. Another individual, was tazed after he began to charge at deputies and officers. Subjects were charged with aggravated assault, DV assault, and criminal damage. No officers were injured.

W. Montebello Way – A female left a note at Safeway stating she needed help at her house. Officers contacted the female outside the residence. Officers arrived, and had to force entry into the home as the suspect was apparently barricaded inside. The residence was cleared, and the suspect was found in a neighbor's yard. Investigation revealed the suspect physically assaulted the female, along with choking her. The suspect was arrested and charged with aggravated assault DV.

Admiral Way – A 16-year-old female made allegations of sexual conduct against a male, who runs a group home. This case was unfounded, as no sex offense occurred.

Congressional Way – This case is connected to the assault case listed above. Suspect punched holes in victim's residence bedroom wall.

Anthem Way – A bicycle was stolen from the community center. The suspect was located, and admitted to exchanging the bike with another bike he stole. No victims could be located. Suspect turned over to PCSO on an unrelated case.

Desert Sky/Arizona Farms Rd. – A 2012 Nissan Altima was traveling at a high rate of speed east bound on Arizona Farms road when it collided head on with a 1996 Chevy Silverado. The collision occurred in the west bound lane. The driver of the Altima sustained fatal injuries, and the driver of the Silverado had minor injuries. This accident is still under investigation.

Hunt/Attaway – A three vehicle accident occurred on Attaway. One vehicle rear ended another, and pushed the second vehicle into the third vehicle. Minor injuries.

Hunt/Attaway – A motorcycle failed to negotiate the turn, and slid off the shoulder of the road into some gravel. Rider sustained minor injuries.

Three other minor accidents occurred at Hunt and Attaway, with no injuries.

Training

None

K-9 Unit

Number of officers assigned to K-9 unit: 1, K9 Murphy
Total number of vehicle stops: 134
Total number of K-9 Utilizations: 9
Total number of vehicle hand searches: 12
Total amount of narcotic seizures (weight): 34.7 grams

Type of Drug	Amount in Weight
Narcotics	34.7
Prescription Drugs	N/A
Paraphernalia	15 individual items

K-9 Activity

K9 Murphy attended weekly K9 detection along with the Pinal County Sheriff's Office K9 Unit. During the four-hour block of detection, K9 Murphy's service dog detected marijuana, cocaine, methamphetamine and heroin without incident. K9 Murphy is certified through the (NCAT) National Canine Audit Tracking Systems.

During the month of August 2017, K9 Murphy self-initiated (134) cases which included vehicle stops, field interviews and on-view criminal activity. K9 Murphy was responsible for (38) calls of service dispatched by Florence Police Department. Listed below is a synopsis of what transpired.

K9 Murphy responded to a call of service in the 400 Block of East Duron Street. K9 Murphy arrived on scene with additional patrol units. Two subjects were squatting within a residence and were arrested. At the request of the homeowner, K9 Murphy deployed K9 Russ location 0.4 grams of methamphetamine and drug paraphernalia.

K9 Murphy conducted a traffic stop at Giant Gas Station located on Pinal Parkway. The traffic stop was conducted as the vehicle had no insurance. Officer Murphy approached the vehicle and smelled a strong order of raw marijuana. The driver denied having marijuana and was not in possession of a marijuana access card. The vehicle was searched and three individual bags of marijuana were located in the driver's side door. The male subject was arrested and processed.

While on patrol, Pinal County Narcotics Task Force requested the assistance from K9 Murphy due to a search warrant in the 100 block of North Willow Street. During the service and search of the residence, three bags of methamphetamine and drug paraphernalia was located by K9 Russ. This case was turned over to Pinal County Narcotics Task Force (PCNTF) for processing.

During the month of August, K9 Murphy participated in Government of Highway Safety (GOHS). During this time, multiple traffic stops, citations and DUI enforcement took place with the Town of Florence.

Volunteers

The Florence Volunteers put in a total of 169.75 hours for the month of August. There was a total of 11 volunteers that donated their time this month. The Victim Services Unit was utilized four times this month. The volunteers continue to assist the police department with fingerprinting, funeral escorts, and any special events hosted by the Town of Florence. The volunteer program is actively involved in house watches, school zones and business checks. There were eight 3511 hearings this month, conducted by a volunteer. The vehicles were released to their respective owners, and a total of \$600 was collected for fees.

Grants

Officers completed over 100 hours of GOHS funded overtime in August. The overtime hours were utilized for selective enforcement activities concentrating on Speed, DUI and Occupant Protection (seatbelt and safety seats).

The following are statistics reported to GOHS for both special events and sustained (regular) activity:

Total citations for the month of August 2017- 147
Total traffic contacts for the month of August 2017- 399

Type of Citation	Total Number
Civil Speed	64
Criminal Speed	0
DUI	1
DUI Drugs	1
Other (CT, CR,CV)	81

Training

Efforts are continually made by the training staff to incorporate and provide quality training to all FPD (Florence Police Department) officers. FPD staff has worked diligently to reduce training costs by providing required internal training.

Traffic

Total number of Citations issued for the department: 140 for 177 violations

Directed Patrols

The Police Department conducted 279 Directed Patrols during August. Directed Patrols are a proactive, police-initiated, approach which focuses patrol resources on the places with highest risks of serious crime to increase crime prevention. Statistics have proven that an increased proactive patrol in high crime areas has decreased crimes.
