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

Monday, August 20, 2018

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, August 20, 2018, 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. Presentation by Margaret Boone, P.E., Maricopa Association of Governments Project Manager, on the Florence K-8, and Anthem K-8, Safe Routes to Schools Studies. (Jennifer Evans)
- b. Active Transportation Plan Presentation. (Bryan Hughes)
- c. Recognition of Noah Rudko, Development Services Intern. (Chris Salas)
- d. Recognition of Matthew Fredette, Economic Development Intern. (Jennifer Evans)

- e. Bruce Long, representing Five-Parks, presenting concerns on the Fire Code portion of the International Building Codes.
- f. Strategic Plan Update (Ben Bitter)
- 7. CONSENT: All items on the consent agenda will be handled by a single vote as part of the consent agenda, unless a Councilmember or a member of the public objects at the time the agenda item is called.
  - a. Acceptance of the Florence K-8, and Anthem K-8, Safe Routes to Schools (SRTS) Studies. (Jennifer Evans)
  - b. Approval of a contract with Rottweiler Controls, LLC, to provide SCADA repairs and maintenance through the Cooperative Contract #31700019, with the City of Buckeye, through June 30, 2019, in an amount not to exceed \$50,000. (Chris Salas)
  - c. Approval of the purchase of Insta-Valve 250 Patriot insertion valves through Hydra-Stop, through June 30, 2019, in an amount not to exceed \$100,000. (Chris Salas)
  - d. Approval to contract with Pro-Tec Environmental Inc., to provide sewer line cleaning through June 30, 2019, in an amount not to exceed \$100,000. (Chris Salas).
  - e. Approval of the July 3, July 16, July 18, July 20, and July 30, 2018 Town Council Meeting minutes.
  - f. Receive and file the following board and commission minutes:
    - i. April 25, 2018 Historic District Advisory Commission Minutes
    - ii. May 3, 2018 Parks and Recreation Advisory Board Minutes

#### 8. UNFINISHED BUSINESS

- a. Resolution No. 1675-18; Second reading and Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ADOPTING SMALL WIRELESS FACILITIES IN TOWN RIGHTS OF WAY TERMS AND CONDITIONS. (Larry Harmer)
- b. Ordinance No. 662-18: Second reading and Discussion/Approval/Disapproval of AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE TOWN OF FLORENCE CODE OF ORDINANCES TITLE XV "LAND USAGE" CHAPTER 150 OF THE DEVELOPMENT CODE, EXISTING SECTIONS 150.031 "DEFINITIONS" AND "PART 9 WIRELESS COMMUNICATIONS FACILITIES" SECTIONS 150.180 TO 150.184, (CASE PZ 18-21 ORD). (Larry Harmer)
- c. Ordinance No. 663-18: Second reading and Discussion/Approval/Disapproval of AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE TOWN OF FLORENCE CODE OF ORDINANCES TITLE XI "BUSINESS REGULATIONS", BUT NOT LIMITED TO, NEW PROVISIONS REGARDING SMALL WIRELESS FACILITIES AND RATES AND FEES FOR USE OF THE PUBLIC RIGHT OF WAY AND TOWN STRUCTURES, (CASE PZ 18-22 ORD). (Larry Harmer)

d. Ordinance No. 664-18: Second reading and Discussion/Approval/Disapproval of AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING CHAPTER 32 OF THE FLORENCE TOWN CODE BY ADDING SECTION § 32.200 ET SEQ., ESTABLISHING A YOUTH COMMISSION IN THE TOWN OF FLORENCE. (John Nixon)

#### 9. NEW BUSINESS

- a. Resolution No. 1662-18: Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AUTHORIZING THE SALE OF THE REMAINING PLOTS OF BLOCK 29 OF THE TOWN OF FLORENCE CEMETERY TO THE TOHONO O'ODHAM NATION, RESCINDING RESOLUTION NO. 544-96, AND ESTABLISHING FUTURE RATES FOR CEMETERY SERVICES AT THE THEN PREVAILING RATE. (Benjamin Bitter)
- b. Discussion/Approval/Disapproval to enter into a contract with Cactus Transportation, dba: Cactus Asphalt, using the Cooperative Contract, through Pinal County JOC Contract #173923 Asphalt Maintenance & Repair Services, which includes the application of Chip Seal Binder: Polymer Modified Asphalt Rubber and FOG Seal Binder for pavement preservation treatment, in an amount not to exceed \$364,018.24 (Proposal \$316,537.60 with a 15% contingency, \$47,480.64.) (Chris Salas)
- c. Discussion/Approval/Disapproval of the 2018 American Medical Response (AMR) Non-Exclusive Revocable License Agreement for temporary housing at Florence Fire Station 542. (David Strayer)

#### 10. MANAGER'S REPORT

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)(1), (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, including Ninth Circuit appeals of the 1997 Aquifer Exemption (Case No. 17-73170), and the decision of the Environmental Appeals Board (Case No. 17-73168).
- b. Town's position and instruct its attorneys regarding Arizona Department of Environmental Quality proceedings, related to 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. Discussion or consultations regarding the Town of Florence Intervention in the Matter of the Commission's Investigation into the Billing Practices and Water Quality Issues of Johnson Utilities, LLC before the Arizona Corporation Commission (WS-02987A-18-0050).
- e. Discussion or consultations regarding the Town of Florence Intervention in the Matter of the Commission's Investigation into the rate case of Johnson Utilities, LLC before the Arizona Corporation Commission (WS02987A-17-0392).
- f. Discussion or consultation regarding Southeast Valley Regional Cooperative Intergovernmental Agreement for the Management, Operations and Planning for Effluent, Water and Wastewater Treatment Services in the Region between the Town of Florence and the Town of Queen Creek.
- g. Possible discussions and contract negotiations with Artisan Acres for the proposed development agreement.
- h. Duties as assigned to the Town Manager.
- i. Discussion or consultations regarding the Town of Florence use of International Technical Codes including Fire Codes and Town Codes.

#### 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 AUGUST 16, 2018, BY LISA GARCIA, TOWN CLERK, AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA, AND AT <u>WWW.FLORENCEAZ.GOV</u>.

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



## TOWN OF FLORENCE

## AGENDA ITEM

TOWN OF FLORENCE  ARIZONA  PORADORD  BOOK DECK OF THE PROPERTY	COUNCIL ACTION FORM	6a.		
MEETING DATE: Augu	☐ Action ☐ Information Only			
<b>DEPARTMENT:</b> Administration		☐ Public Hearing ☐ Resolution		
STAFF PRESENTER:	☐ Ordinance ☐ Regulatory			
SUBJECT: Presentation	☐ 1 <sup>st</sup> Reading☐ 2 <sup>nd</sup> Reading☐ Other☐ Other☐ □			
STRATEGIC PLAN REFERENCE:				
☐ Community Vitality ☐ Economic Prosperity ☐ Leadership and Governance				
☐ Partnership and Relationships				
☐ Statutory ☐ Non-	е			

#### RECOMMENDED MOTION/ACTION:

None, for information only.

#### **BACKGROUND/DISCUSSION:**

Margaret Boone, P.E., is the Maricopa Association of Governments project manager for the Safe Routes to Schools Program. Ms. Boone will provide an overview of the Safe Routes to Schools Study process for the Florence and Anthem K-8 Schools.

#### A VOTE OF NO WOULD MEAN:

Not applicable

#### A VOTE OF YES WOULD MEAN:

Not applicable

#### **FINANCIAL IMPACT:**

None

#### **ATTACHMENTS:**

None

Subject: Florence K-8/Anthem K-8 Safe Routes to School Studies Presentation Meeting Date: August 20, 2018

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## TOWN OF FLORENCE

## ACENDA ITEM

TOWN OF FLORENCE  ARIZONA	COUNCIL ACTION FORM	6b.		
RIAL TOTAL DE LA CONTRACTION D	COORCIL ACTION TOKW	OD.		
MEETING DATE: Aug	Action			
DEPARTMENT: Com	☐ Information Only ☐ Public Hearing ☐ Resolution			
STAFF PRESENTER:	, ,	☐ Ordinance☐ Regulatory		
	Community Services Director	☐ 1 <sup>st</sup> Reading		
SUBJECT: Active Train	nsportation Plan Presentation	☐ 2 <sup>nd</sup> Reading ☐ Other		
STRATEGIC PLAN REFERENCE:				
☐ Community Vitality ☐ Economic Prosperity ☐ Leadership and Governance				
☐ Partnership and Relationships				
Statutory None	е			

#### RECOMMENDED MOTION/ACTION:

Presentation only, no action required.

#### **BACKGROUND/DISCUSSION:**

In July 2017, the Town of Florence submitted a grant application to the Maricopa Association of Government (MAG) for Fiscal Year 2018 Bicycle and Pedestrian Master Plans and First Time Updates On-Call. The grant application requested funding to retain a consultant with expertise in the development of bicycle and pedestrian master plans to facilitate community outreach and engagement and prepare a Town Bicycle, Pedestrian, and Trails Active Transportation Plan (BPTATP or ATP).

In December 2017, staff received preliminary notice from MAG that the Town had been awarded a grant for development of an ATP. The maximum grant amount was up to \$98,900 with a 20% Town match.

The following elements are anticipated to be critical components of the required scope of work, and should provide prospective proposers with a starting point for developing a detailed project scope:

- Review of existing Town bicycle and pedestrian related documents and initiatives, including General Plan, Safe Routes to Schools, etc.
- Review of other agency bicycle and pedestrian policies and plans for coordination opportunities (Pinal County, neighboring cities and towns).

Subject: Active Transportation Plan Meeting Date: August 20, 2018

- Guidance and recommendations to the Town regarding inclusion of Arizona Department of Transportation (ADOT), Maricopa Association of Government (MAG), Central Arizona Governments (CAG) and Pinal County Active Transportation Plan components in the Town's ATP.
- Review, and update as needed, the existing General Plan bikeway inventory.
- Identification of gaps in existing bicycle and pedestrian network hindering safe and convenient access to key destinations (e.g. schools, parks, transit, major local and regional bicycle and pedestrian facilities).
- Identification of additional opportunities to enhance the safety and accessibility of the bicycle and pedestrian network.
- Bicycle and pedestrian collision analysis.
- Bicycle and pedestrian counts at key locations.
- Outreach including public workshops, commission presentations, social media presence.
- Coordination with Town of Florence/ADOT Planning Assistance for Rural Areas (PARA) collaborative.
- Coordination with "Safe Routes to Schools" collaborative.
- Development of recommended policies and programs.
- Identification of proposed capital projects.
- Identify locations where additional right-of-way and/or plan line adjustments may be needed to accommodate improvements.
- Development of preliminary project and program cost estimates.
- Prioritization and phasing alternatives of projects and programs.
- Identification of funding sources.
- Environmental review (to be determined as additional services).

Michael Baker International (MBI) was selected as the consultant for the study; the consultant team is led by Kevin Kugler. MBI is also the consultant on the Florence Transportation Planning Study, part of the Planning Assistance for Rural Areas (PARA) grant program sponsored by the Arizona Department of Transportation (ADOT), currently being conducted.

A Technical Advisory Committee (TAC) was established to guide and coordinate the consultant's efforts throughout the course of the Florence Transportation Planning Study process. The Active Transportation Plan will utilize many of the same TAC members.

This will be the Town's first ATP and significant community and Board and Commission engagement, and participation will be a major part of the plan development process.

The Trails Active Transportation Plan must be completed by June 30, 2019 to comply with the grant.

Subject: Active Transportation Plan Meeting Date: August 20, 2018

#### A VOTE OF NO WOULD MEAN:

Not applicable

#### **A VOTE OF YES WOULD MEAN:**

Not applicable

#### **FINANCIAL IMPACT**:

The Intergovernmental Agreement with MAG was for \$94,943.67. MAG funded 80%, or \$75,954.94, and the Town funded a 20% match, or \$18,988.73. No other funding will be necessary to complete the Active Transportation Plan.

#### **ATTACHMENTS:**

Presentation

Subject: Active Transportation Plan Meeting Date: August 20, 2018

## Florence Active Transportation Plan

## Town Council Project Briefing



August 20, 2018







## Tonight's Agenda

- Welcome & Introductions
- II. Project Introduction
  - A. Purpose & Need
  - B. How will the Active Transportation Plan help the Town of Florence?
  - C. Study Area
- III. Work Plan & Schedule Snapshot

- IV. Key Project Issues, Concerns& Objectives- GroupDiscussion
- V. Next Steps







## II. Project Introduction

### A. Purpose & Need

- 1) The Town of Florence competed for, and was awarded grant funding from the Maricopa Association of Governments (MAG) to assist in the preparation of this Active Transportation Plan (ATP).
- 2) The Town of Florence has never had a bicycle and pedestrian master plan.







## II. Project Introduction

## B. How will the Active Transportation Plan help the Town of Florence?

- 1)This ATP will develop policies and procedures necessary to create a system for bicycle and pedestrian traffic in an integrated, safe and efficient multi-modal transportation system for Florence.
- 2)Policies will be supported by maps and other graphics to identify and promote enhanced mobility and connection in Town including the locations of bicycle and pedestrian paths/trails to connect neighborhoods and other key locations in the community.... Heritage Park, Community Center, Aquatic Center, other activity/job centers.







## II. Project Introduction

## B. How will the Active Transportation Plan help the Town of Florence?

- 3) Establish a formal inventory of existing bike and pedestrian facilities and identify critical gaps in the system.
- 4) Conduct a survey of Florence residents on their walking and biking attitudes and behaviors to better understand community expectations on these issues.
- 5) Identify safety concerns and recommend design solutions.
- 6) Obtain community input to help evaluate and prioritize short, medium and long term improvements.







## II. Project Introduction

Town of Florence Municipal Limits

Town of Florence

Tribal Lands

Route

Local Road

Central Arizona

Project (CAP)

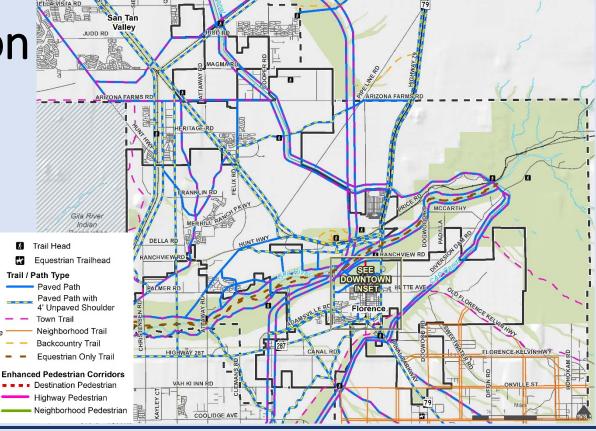
Railroad

Planning Boundary

U.S. Highway \ State

C. Study Area



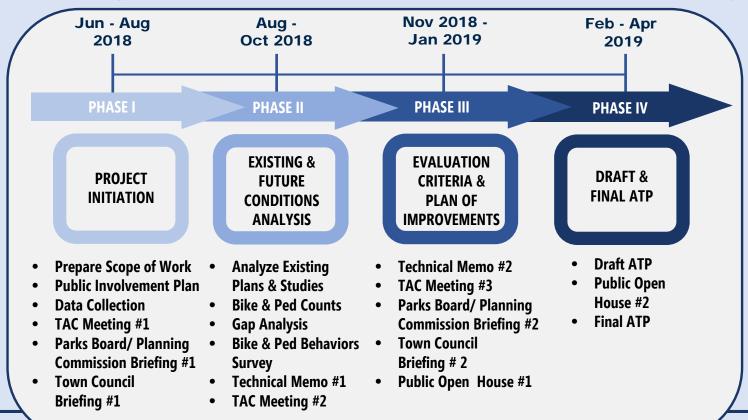








## III. Project Work Plan & Schedule Snapshot





Michael Baker



## IV. Key Project Issues, Concerns & Objectives

**Town Council Observations** 















## V. NEXT STEPS

- Continue data collection process
- Field Investigations/Bike & Ped Counts
- Prepare Technical Memorandum #1





## **THANK YOU**

## FOR ATTENDING TODAY!

# Bryan Hughes Community Services Director Town of Florence (520) 868-7582 bryan.hughes@florenceaz.gov

Kevin Kugler
Project Manager
(602) 798-7521
kkugler@mbakerintl.com







## **TOWN OF FLORENCE**

### **AGENDA ITEM**

Meeting Date: August 20,2018

TOWN OF FLORENCE ARIZONA	COUNCIL	ACTION FORM	7a.	
MEETING DATE: August 20, 2018				
DEPARTMENT: Administration				
STAFF PRESENTER: Jennifer Evans, Management Analyst				
<b>SUBJECT:</b> Acceptance of the Florence K-8 and Anthem K-8 Safe Routes to Schools Studies				
STRATEGIC PLAN RE	FERENCE:			
☐ Community Vitality ☐ Economic Prosperity ☐ Leadership and Governance				
☐ Partnership and Relationships ☐ Transportation and Infrastructure				
☐ Statutory ☐ None	е			

#### RECOMMENDED MOTION/ACTION:

Motion to accept the Florence K-8 and Anthem K-8 Safe Routes to Schools (SRTS) Studies

#### BACKGROUND/DISCUSSION:

The Town of Florence received Surface Transportation Block Grant funding through the Maricopa Association of Governments (MAG) to conduct Safe Route to Schools (SRTS) studies for Florence K-8 and Anthem K-8 schools. The purpose of the studies is to encourage walking and biking to school, prioritize improvements, leverage funding, promote partnerships, identify effective solutions for each school, and streamline the improvement process. MAG staff and their on-call consultant coordinated the SRTS study process that involved staff from the Town, Florence Unified School District, and both schools. This core SRTS team identified traffic issues and needed safety improvements for each school.

Both schools have unique recommended strategies and improvements that are outlined in each action plan. Strategies listed in the action plans range from providing safety equipment and training for crossing guards to moving specified crosswalks to improve student safety. The action plans also list potential funding sources, timeframes, and evaluation methods for each project. Once the SRTS studies are approved, Town staff will work with the school district and schools to implement the plans.

Subject: Florence K-8 and Anthem K-8 Safe Routes to Schools Studies

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#### A VOTE OF NO WOULD MEAN:

A no vote means the Town Council does not accept the studies.

#### A VOTE OF YES WOULD MEAN:

A yes vote means the Town Council accepts the studies.

#### **FINANCIAL IMPACT**:

The financial impact in the short term will be the cost of re-striping crosswalks with reflective paint and the installation of new signage. Long term projects will be budgeted in the Capital Improvement Plan budget.

#### **ATTACHMENTS:**

Florence K-8 Safe Routes to School Study Anthem K-8 Safe Routes to School Study

Subject: Florence K-8 and Anthem K-8 Safe Routes to Schools Studies Meeting Date: August 20,2018

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## Florence K-8 School Safe Routes to School Study



PREPARED FOR:

Town of Florence



Florence Unified School District



PREPARED BY:



In association with:



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**Appendix A – Kickoff Meeting Agenda and Minutes** 

Appendix B – Traffic, Pedestrian and Bicycle Count Data

**Appendix C – Student and Parent Survey Sheets** 

Appendix D – Walkability Checklist Results

**Appendix E - Walking and Biking Map** 

#### **Executive Summary**

Florence K-8 School (FK8) is located in the core of Florence, Arizona, at 460 S Park Street. The school is bounded by Park Street to the east, Orlando Street to the west, Brady Street to the north and Virginia Avenue to the south. FK8's challenges deal mostly with infrastructure – specifically, the lack of bicycle facilities (lanes) and ADA-compliant sidewalks and curb ramps; and in some cases, wide streets, which can encourage higher vehicle speeds.

The school conducted two surveys: The Student Travel Survey is an in-class, teacher-led 'show of hands' survey about students' travel modes to and from school. The Parent Survey asks parents a variety of questions relating to their opinions and feelings about why they allow – or don't allow – their child(ren) to walk or bike to school. The Student Survey results showed:

- 15% walk to school
- 2% bike/skateboard/scooter to school
- 28% ride the school bus
- 55% are driven to school (family vehicle/car pool)

Based on observations of student pickup and drop-off activities, field reviews, and input from parents and school and Town personnel, the following recommendations were developed:

- Crossing guard training/procedures and safety gear
- Consider enhanced pedestrian crossings on Butte Avenue and on Main Street
- Conduct sign inventory and replace signs as needed
- Inventory curb ramps in the school vicinity to determine ADA needs
- Reconfigure parking on Orlando Street
- Install bike lanes on Orlando and Park Streets
- Install speed feedback signs on Butte Avenue and Main Street
- Pedestrian and bicycle education, including bicycle skills/rodeos
- Hold walking/biking competitions
- Walking school bus and bike trains
- Volunteer Police Officers
- Restripe crosswalks
- Evaluate Florence Heights Drive for need for pedestrian facilities
- Move crosswalk at Main Street to Duron Street

#### Acknowledgements

The following individuals were core team stakeholders for this planning effort:

- Jennifer Evans, Management Assistant, Town of Florence Manager's Office
- Art Moncibaez, Assistant Principal, Florence K-8 School
- Mark Lamas, Transportation Director, Florence Unified School District

#### Additional team stakeholders included:

- Brandi Turner, Crossing guard
- Lt. Terry Tryon, Florence Police Department
- Officer Jeff Palmer, Florence Police Department
- David Strayer, Florence Fire Department
- Chris Salas, Florence Public Works Department
- Christian Collins, Florence Public Works Department
- Dan Cisco, Florence Public Works Department
- John Pitts, Florence Public Works Department
- Patrick Miller, Florence Public Works Department

#### Introduction

Wood (Amec Foster Wheeler) and Greenlight Traffic Engineering have been retained by the Maricopa Association of Governments (MAG) to perform a Safe Routes to School (SRTS) study for two schools within the Florence Unified School District in Florence, Arizona (Town). Florence K-8 and Anthem K-8 were studied as part of this project and safety recommendations for each school were documented in separate reports. This report provides recommendations for the Florence K-8 school.

#### Safe Routes to School (SRTS) Study Background

As part of the 2015 Strategic Transportation Safety Plan, MAG established a regional goal to "promote and administer Safe Routes to School (SRTS) framework studies to identify school traffic issues". SRTS studies are initiated by local agencies in partnership with schools and school districts to promote and encourage walking and biking to school. Conducting SRTS studies is a proactive approach to identifying safety improvements for K-8 students walking and biking to and from school. The study team provides an independent assessment at each school and community. The recommendations from the studies can be prioritized into near-term and long-term implementation time frames and used as a tool by local agencies, schools, and school districts to leverage local, state, or federal-aid funding.

Strategies and improvements recommended by a SRTS study can include roadway improvements in coordination with the Town, on-site improvements in coordination with the FUSD or safety strategies and education for students and parents. The recommendations fit into one or more of the "Six E" categories; Engineering, Education, Enforcement, Encouragement, Evaluation and Equity.

According to the MAG SRTS Studies Fact Sheet published in July 2017, the purposes of SRTS studies are the following:

- Encourage walking and biking to school
- Prioritize improvements

- Leverage funding
- Promote partnerships
- Identify effective solutions unique to each school
- Streamline and expedite the improvement process

MAG and the Town, in coordination with the school, have developed a list of tasks required to be completed for this SRTS study, including;

- Establish SRTS Stakeholders Group: Identify stakeholders that can provide input on safety
  concerns within the study area. Stakeholders for SRTS studies can include, but is not limited to,
  school and school district faculty, parents, crossing guards, law enforcement and community
  leaders. This core team will participate in study meetings and will aid in the development of
  effective and useful recommendations.
- **Data Collection**: Traffic, bicycle and pedestrian counts are to be performed at locations where vehicle ingress and egress and bicycle and pedestrian traffic are substantial.
- **SRTS Survey Collection**: Parents and students attending the school are distributed surveys prepared by the National Center for Safe Routes to School regarding the mode of transportation the student is using to travel to and from the school. Results from the surveys are summarized and used in the development of safety strategies.
- Existing Conditions Assessment: The study team will collect all relevant existing information for
  the study area. A review of documents, existing studies, crash data and school procedures will be
  conducted first. This will also include a review of existing school resources such as bike locker
  locations, crossing guard locations and pedestrian and bicycle access locations. An observation of
  student pick-up and drop-off procedures will be conducted to observe the interactions between
  vehicle, pedestrian and bicycle traffic.
- Walking and Biking Assessment: A "walk-about" is conducted to observe the routes that students
  take to access the school on foot or by bicycle. The study team and stakeholders are encouraged
  to participate in this exercise to help identify all potential safety concerns. Walking and biking
  route maps will be developed based on the observations and recommendations stemming from
  this assessment.
- **Neighborhood Meeting**: This meeting will be held during evening hours to solicit input from a larger audience on walking and biking issues.
- **Prepare Study Report**: This document will include an action plan, walking and biking route map, and recommendations to increase walking and biking to school.

#### State and Federal Support

The Fixing America's Surface Transportation (FAST) Act authorized a set-aside of Surface Transportation Block Grant (STBG) program funding for Transportation alternatives (TA), which are used to support the SRTS Program. The MAG region receives an annual allocation of TA funding from the Arizona Department of Transportation (ADOT). MAG manages the funds with oversight from municipality staff representatives. MAG member agencies are eligible to submit SRTS applications for utilizing this funding to help schools and communities promote the health and safety of K-8 students, with the call for new projects occurring each August. Funding can be used to develop SRTS studies, infrastructure improvements that promote and encourage walking and biking to school, and educational materials.

In 2018, MAG will administer 10 SRTS projects within member jurisdictions, equating to more than \$460,000. Through fiscal year 2020, MAG will administer 27 SRTS projects equating to approximately \$1.3 million.

#### SRTS Team

The SRTS core team should consist of four or more of the following representatives:

- SRTS Coordinator/Encourager
- School Principal
- Teachers
- Parents
- Students
- Local Law Enforcement
- Local Road Agency
- Local Planner/Engineer

For Florence K-8, the SRTS core team included the following representatives:

#### Florence Unified School District

Mark Lamas, Director of Transportation and Support Services, mlamas@fusdaz.org

#### Florence K-8 School

Deanna Potter, Principal, <a href="mailto:dpotter@fusdaz.org">dpotter@fusdaz.org</a>
Art Moncibaez, Assistant Principal, <a href="mailto:amoncibaez@fusdaz.org">amoncibaez@fusdaz.org</a>

#### Town of Florence

Jennifer Evans, Management Analyst, Jennifer. Evans@florenceaz.gov, Stakeholders Team Leader

#### Kick-Off Meeting

A project kick-off meeting was held on Friday December 19, 2017 at the Florence Community Center. The purpose of the meeting was to review the scope and schedule for the SRTS studies for the Florence and Anthem K-8 schools. The project team also took time to emphasize the importance of involvement from safety stakeholders including teachers, parents and school administrators to the SRTS study. The agenda and minutes from the meeting are provided in Appendix A of this document.

The following project team members were present at the kick-off meeting:

- Maricopa Association of Governments Margaret Boone
- Town of Florence Jennifer Evans
- Florence K-8 School Art Moncibaez
- Greenlight Traffic Engineering Mike Blankenship, Scott Kelley

#### Florence K-8 Location and Demographics

#### Site Location

Florence K-8 is located at 460 S Park Street in Florence, Arizona. The school is bounded by Park Street to the east, Orlando Street to the west, Brady Street to the north and Virginia Avenue to the south. Butte Avenue and Main Street, which are both main thoroughfares for the area, are two blocks to the north and two blocks to the west of the school property, respectively. The school property is shown on Figure 2.



#### Demographics

Student demographics for Florence K-8 were obtained from the MAG Read On Arizona MapLIT Viewer interactive mapping tool. Total K-8 enrollment for 2016, the last reported year in the mapping tool, was 709 students, with 306 students in Kindergarten through 3<sup>rd</sup> grade. Total enrollment from 2011-2016 is shown in Figure 1.

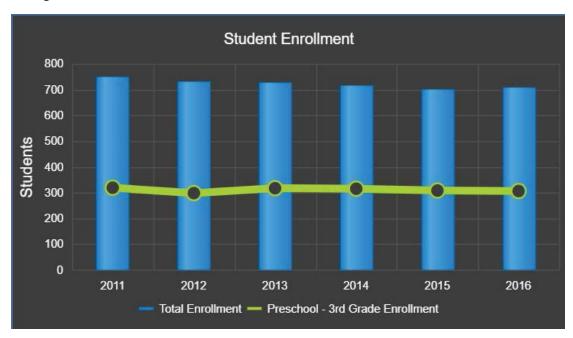


Figure 1: Florence K-8 Total Enrollment 2011-2016

#### Study Area

The study area for Florence K-8 is outlined by the walking boundary shown on Figure 2. The land use within the school enrollment area primarily is single-family homes, rather wide streets, but generally low-speed traffic. The exceptions to this are Butte Avenue (State Route 79B) and Main Street (State Route 79B), which, as wider roadways, have higher vehicle speeds and volumes and pose significant safety challenges to pedestrians and bicyclists. FK8's challenges deal mostly with infrastructure – specifically, the lack of bicycle facilities (lanes) and ADA-compliant sidewalks and curb ramps; and in some cases, wide streets, which can encourage higher vehicle speeds.

All boundaries in the Florence Unified School District are open and parents can request their student(s) attend any school in the district. However, the FUSD will only provide transportation to the homeschool for a given student. Figure 3 shows the Florence K-8 transportation boundary for bussing.

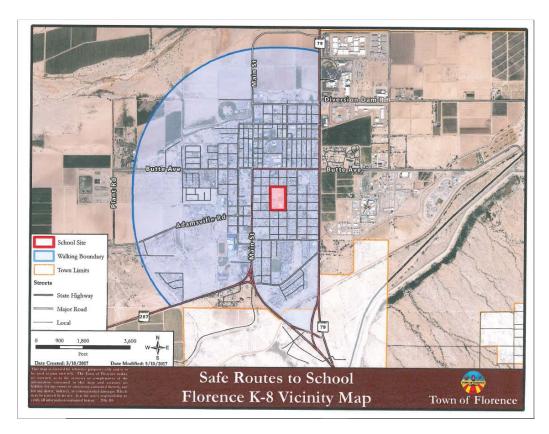


Figure 2: Florence K-8 Vicinity Map

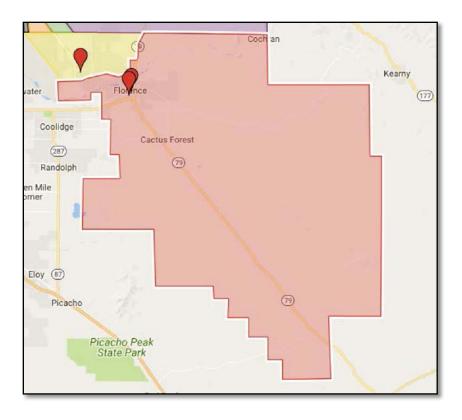


Figure 3: Florence K-8 Transportation Boundary

#### Adjacent Transportation Network

#### Roadways

**Park Street** is a two-lane north-south collector roadway east of the school property. The posted speed limit on Park Street is 25 mph outside of school hours, and 15 mph during school hours. The current cross-section of Park Street adjacent to the school property includes pavement, curb and gutter and sidewalk. The pavement is approximately 46 feet wide with no centerline, travel lane or bicycle lane markings. Crosswalks are present along Park Street at Brady Street and at Virginia Avenue.

Orlando Street, is a two-lane north-south collector roadway west of the school property. Orlando Street

is a two-way street outside of the school property; however, Orlando street allows only northbound traffic immediately adjacent to the school. The posted speed limit on Orlando Street is 25 mph outside of school hours, and 15 mph during school hours. The current cross-section of Orlando Street adjacent to the school property includes pavement, curb and gutter and sidewalk. The pavement is approximately 34 feet wide with centerline and turning movement markings. There are no bicycle lanes or markings along Orlando Street. Crosswalks are present along Orlando Street at Virginia Avenue, Duron Street, Collingwood Street and Brady Street.



Orlando Street

**Brady Street** is a two-lane east-west collector roadway north of the school property. Brady Street is a two-way street outside of the school property; however, Brady Street allows only eastbound traffic immediately adjacent to the school. The posted speed limit on Brady Street is 15 mph during school hours, as indicated by a roll-out school sign. There are no posted speed limit signs on Brady Street. The current cross-section of Brady Street adjacent to the school property includes pavement, curb and gutter and sidewalk. The pavement is approximately 30 feet wide with centerline and turning movement markings. There are no bicycle lanes or markings along Brady Street. Crosswalks are present along Brady Street at Orlando Street, Matilda Street and Park Street.

Virginia Avenue is a two-lane east-west collector roadway south of the school property. Virginia Avenue



Park Street and Virginia Avenue

is a two-way street outside of the school property; however, Virginia Avenue allows only westbound traffic immediately adjacent to the school. The posted speed limit on Virginia Avenue is 15 mph during school hours, as indicated by a rollout school sign. There are no posted speed limit signs on Virginia Avenue. The current cross-section of Virginia Avenue adjacent to the school property includes pavement, curb and gutter and sidewalk. The pavement is approximately 30 feet wide with centerline and turning movement markings. There are no bicycle lanes or markings along Brady Street.

Crosswalks are present along Brady Street at Orlando Street and

Park Street. The figure above shows the yellow high-visibility crosswalk at the intersection of Park and Virginia.

Main Street is a three-lane north-south arterial roadway approximately 650 feet west of the school property. The posted speed limit on Main Street is 35 mph outside of the school zone, and 15 mph inside of the school zone which extends from Butte Avenue to approximately 100 feet south of Aguilar Street. The current cross-section of Main Street includes pavement, curb and gutter and sidewalk. The pavement consists of two approximately 20-foot-wide travel lanes with an approximately 12-foot-wide two-way left turn lane (TWLTL). There are no bicycle lanes or markings along Main Street.

Butte Avenue is a five-lane east-west arterial roadway approximately 600 feet north of the school property. The posted speed limit on Butte Avenue is 35 mph outside of the school zone, and 15 mph inside of the school zone which extends from Main Street to Orlando Street. The current cross-section of Butte Avenue includes pavement, curb and gutter and sidewalk. The travel lanes vary from approximately 10 to 14 feet wide with an approximately 12-foot-wide TWLTL. There are no bicycle lanes or markings along Butte Avenue. On-



Butte Avenue at Park Street

street parking is permitted on the north and south sides of the roadway.

#### Crosswalks

In addition to the crosswalks listed in the section above, there are crosswalks present at the following locations:

- Butte Avenue & Orlando Street
- Main Street & Aguilar Street

These crosswalks are monitored by crossing guards during student ingress and egress times. A crossing guard is also present at the Duron Street & Orlando Street crosswalk.

#### Existing School Conditions and Procedures

#### Circulation and Signage

Florence K-8 is located at 460 South Park Street in Florence, Arizona. The school property is bounded by Brady Street and Virginia Street to the north and south, respectively, and by Orlando Street and Park Street to the west and east, respectively. The major streets adjacent to the school are Main Street and Butte Avenue.

Virginia Avenue, Orlando Street and Brady Street are all one-way streets immediately adjacent to the school property line. Outside of the school boundaries, these streets allow two-way traffic. Park Street allows two-way traffic adjacent to and outside of the school boundary. The speed limit on all adjacent roadways is 15 miles per hour (mph) while school is in session.

Portable "roll out" signs that state "15 mph, No Passing" and "STOP When Children in Crosswalk" are utilized on the adjacent roadways during school hours. Crosswalks are present at all four corners of the school property and are located midblock on Orlando Street and on Brady Street.

#### Driveways and Parking

Street parking is available on Orlando, Brady and Park Streets. Parking is not permitted along Virginia

Avenue. The figure below shows a common red curb violation.

School driveways and parking lots are present on the northwest and southeast sides of the school property. The west driveway provides access to the school just south of Collingwood Street. This is a one-way driveway that serves a small parking lot and has exit points along Brady Street. This driveway is used for drop-off and pick-up of 1<sup>st</sup> through 8<sup>th</sup> grade students.

The east driveway provides access to the school at Duron Street. This driveway is a one-way driveway that serves the



Red curb violation on Orlando Street

teacher and faculty parking lot and has one exit point onto Virginia Avenue. This driveway is used for parent parking for drop-off and pick-up of kindergarten grade students. The driveways are highlighted on Figure 4. There is offsite parking on the northwest quadrant of the Virginia Avenue/Orlando Street intersection. There were no bike racks.

#### Crash Analysis

A review of the most recent 5 years of crash data using ADOT's crash database showed no pedestrian or bicyclist crashes on the streets surrounding the FK8 boundaries.



Figure 4: School Driveway Locations

#### Student Drop-Off and Pick-Up Procedures

The school opens for student arrival at 7:45 am with classes beginning at 8:10 am. Students are dismissed from school at 3:20 pm and almost all students have left campus by approximately 3:45 pm.

1<sup>st</sup> through 8<sup>th</sup> grade students can be dropped off and picked up at the west driveway off Orlando Street, while kindergarten students must be dropped off and picked up at the Kindergarten playground adjacent to Virginia Avenue. This playground can be accessed by parking in the east driveway off Park Street. Signage is present at both driveway entrances that states "Parent Drop-Off Entrance". There are

crosswalks in both parking lots for students and parents to use during drop-off and pick-up operations.

#### Buses

School buses queue along Park Street to drop-off and pick up students. The school bus queue is identified by a pull-out lane and a chain link fence to separate the buses from adjacent traffic along Park Street. The designated bus loading zone is approximately 275 feet and is utilized by 5 bus routes that service the surrounding area.



Bus loading zone on Park Street

#### Bicycling and Walking Procedures

Students in 1<sup>st</sup> through 8<sup>th</sup> grade have the option to walk or bike to and from school. Walking and biking students enter and exit the school at Park Street near the bus queue. Crossing guards are present at the following locations:

- Orlando Street & Duron Street
- Orlando Street & Butte Avenue
- Main Street & Aguilar Street
- Main Street & Duron Street
- Park Street & Virginia Avenue

At school dismissal many students head south to Florence High School for after school sports activities, a handful of students visit the Circle K on Main Street and Aguilar Street while the remaining students walk or bike home.

The school does not have a School Crossing Agreement with the Town of Florence. School Crossings on local roads should be authorized by the authority having jurisdiction over those roads to ensure the crossing location is appropriate, safe, and marked and signed properly.

Figure 5 is an example Crossing Agreement from ADOT's Traffic Safety for School Areas Guidelines that can be utilized. These Guidelines can be found at:

https://www.azdot.gov/docs/business/adot-traffic-safety-for-school-area-guidelines.pdf

It should be noted that the ADOT Traffic Safety for School Areas Guidelines is fully consistent with the MUTCD and the Arizona Supplement to the MUTCD.

#### School Safety Procedures

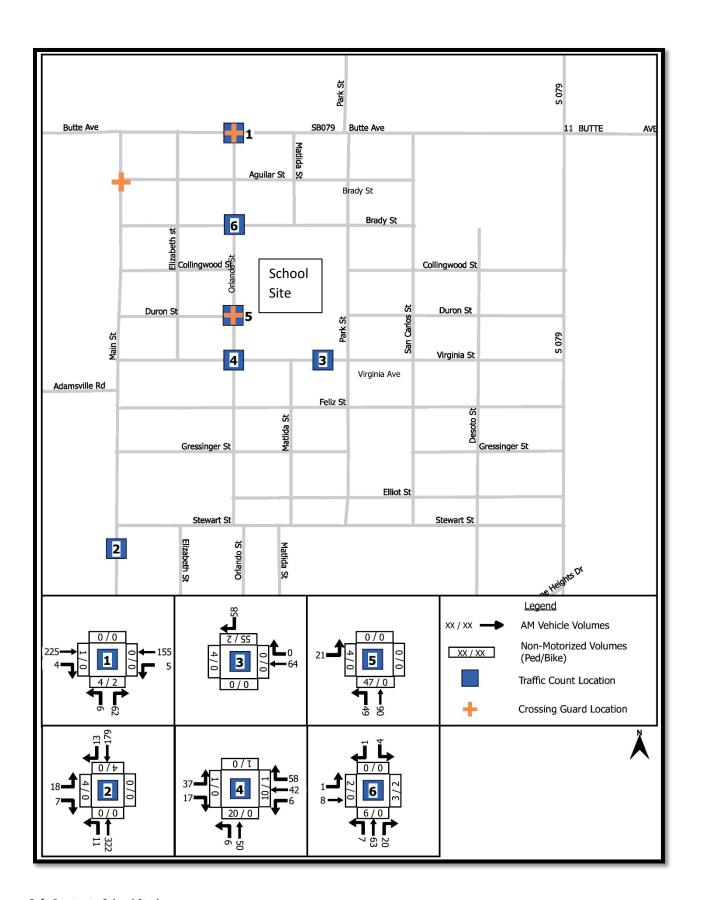
FK8 personnel give safety talks at the beginning of the school year on getting on and off the bus, when to arrive at school, and to follow directions of the crossing guards. Additionally, the FUSD Student Handbook lists safety guidelines for walkers, bicyclists, and students being dropped off by parents. The Handbook can be accessed at <a href="https://www.fusdaz.com/Page/586">https://www.fusdaz.com/Page/586</a>. The school also provides informal training to the crossing guards.

#### Vehicle, Pedestrian and Bicycle Counts

Turning movement counts were conducted by United Civil Group on Wednesday and Thursday, December 6-7, 2017. Counts were conducted from 7:30-8:30 am and 3:00-4:00 pm to capture the student and parent ingress and egress times. The vehicle, pedestrian and bicycle counts were collected. The count values and locations are shown on Figure 6 and Figure 7 for the morning (AM) and afternoon (PM) peak times, respectively. Appendix B includes all traffic count data.

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Figure 5: Sample Crossing Agreement



Park St S 079 Butte Ave Butte Ave 11 BUTTE AVE Aguilar St 🛱 Brady St Brady St 6 Elizabeth st Collingwood Sp Collingwood St School Site Duron St Duron St Park St Main St Virginia St 4 3 Virginia Ave Adamsville Rd Feliz St ts gg Gressinger St Matlida St Gressinger St Elliot St Stewart St Stewart St 2 Elizabeth St Legend PM Vehicle Volumes XX / XX = Non-Motorized Volumes (Ped/Bike) XX / XX Traffic Count Location **†** Crossing Guard Location 6

Figure 6: AM Turning Movement Counts

#### Student and Parent Surveys

#### Student Travel Survey

The school conducted the NCSRTS Student Travel Survey (STS) in their classrooms, the results which subsequently were entered into the NCSRTS's data portal (www.saferoutesdata.org). The STS collects 'show of hand' data from students about their travel modes to and from school. Teachers surveyed students to determine how many walk, ride a bicycle, and are driven to school. Twenty-seven classes participated in the surveys with the following results:

- 15% walk to school
- 2% bike/skateboard/scooter to school
- 28% ride the school bus
- 55% are driven to school (family vehicle/car pool)

#### Parent Survey

School staff also distributed the NCSRTS Parent Survey, which asks parents a variety of questions relating to their opinions and feelings about why they allow – or don't allow – their child(ren) to walk or bike to school. Parent Surveys also were distributed by the SRTS Plan team at school/community meetings. Surveys were completed by 180 parents; findings from the survey include (numbers may add to more than 100 percent due to multiple choices selected):

- 56 to 61 percent travel to/from school via a family vehicle, 25 to 29 percent by bus, 11 percent by walking, and 2 percent by bike
- 26 percent said their student had requested permission to walk or bike to/from school in the last year
- 44 percent of parents reported that they would not allow their child at any grade level to walk or bike to/from school without an adult
- Of those parents who would allow their child to walk or bike to/from school without an adult, the majority indicated that by fifth grade or higher is when they would feel comfortable allowing their child to walk or bike to/from school without an adult
- The main reasons parents reported that their children do not walk to school are distance (54%) and concerns with speed of traffic along their route (33%), amount of traffic along route (33%), and safety of intersections and crossings along their route (32%)

#### "Walkabouts"

A "walkabout" is a site assessment conducted while walking. They are essential for identifying and understanding pedestrian and bicyclist travel/safety challenges. Conducting these assessments allows us to craft the right context-sensitive solutions for school areas. The SRTS Plan team conducted a walkabout at the school on February 13, 2018, and were very fortunate to have had strong participation from the following Stakeholders:

Town of Florence Administration: Jennifer Evans, Management Analyst

Florence K-8 School: Art Moncibaez, Vice Principal Florence K-8 School: Brandi Turner, Crossing guard

Florence Unified School District: Mark Lamas
Town of Florence Police Department: Jeff Palmer
Town of Florence Fire Department: David Strayer

Town of Florence Development Services: Chris Salas, Christian Collins, Dan Cisco

We used the Walkability Checklist as our assessment instrument, which asks the users/respondents the following questions:

- Did you have room to walk?
- Was it easy to cross streets?
- Did drivers behave well?
- Was it easy to follow safety rules (for you and your child)?
- Was your walk pleasant?

Each question is scored on a 1 to 6 scale, with 1 being "awful" and 6 being "excellent." The average of the walkabout team scores was 21.8. This is a score that has no units and is used only to compile a snapshot of the opinions of the respondents and to calculate a baseline score for future comparison. Observations included:



Florence K8 "Walkabout" team

- 1) Rolled curbs allow for cars to park on sidewalk
- 2) Several electric poles in the middle of the sidewalk
- 3) Steep curb cuts along sidewalks in some areas
- 4) Discussed redirecting drop-off traffic on Orlando Street through the parking lot across the street from the school
- 5) Need to enforce no parking along the red curb on Orlando Street
- 6) Remove pull-in parking on Orlando Street
- 7) Change crosswalks from 4 way to 2 way
- 8) General lack of signage around school
- 9) The school zone may be too long on Park Street
- 10) Possibly move or add a crosswalk on Park Street

Appendix D has the individual Walkability Checklist forms.

#### Site Observations

Observations and discussions with crossing guards indicated:

- 1) Per crossing guards:
  - a. School administration expresses concern with the safety of students who cross the street at the bus loading zone on Park Street
  - b. Some parents and students don't use the marked crosswalks
  - c. Crossing guards perceive speeding to be an issue
  - d. The change to one-way flow seems to have improved safety
  - e. An extra crossing guard is used during PM pick-up on Virginia Avenue for kindergarten pick-up
  - f. Some vehicles turning left from Duron Street onto Orlando Street while students are using the Orlando Street crosswalks
  - g. School roll-out signs are left out during school hours
  - h. More kids walk home than walk to school

- i. More kids walk home on half days than normal days
- j. Most kids come to school from the north side of school (no bus zone). Kids that live south of school either bus or walk down Orlando or other (non-arterial) streets.
- k. Many kids walk to high school after school for sports
- I. Many kids walk to Circle K after school
- m. Kids exit school from the back (towards buses)
- n. Most crossing guards were not wearing their safety vests
- 2) The current crosswalk on Main is very close to the Main/Butte intersection, which has a signal and crosswalk. The walkabout group suggested that his crosswalk be moved south to near Duron Street. Was suggested that this will also extend the school zone which can double as a traffic calming measure.
  - a. At existing crosswalk, cars can sometimes backup (north) through intersection at Butte as kids cross the street. Moving the crosswalk to Duron can help this.
  - b. The two existing Circle K gas stations will be closing. One Circle K is being built at Collingwood and Main, and moving the crosswalk will put it closer to the pedestrian activity that will be generated by this new Circle K location.
- 3) Approximately 7-8 kids cross at Florence Heights Drive near the school bus lot
  - a. Busy intersection with people often speeding
  - b. Many semi-trucks use this route
  - c. No sidewalks or bike lanes; inadequate crosswalks
- 4) 4-foot sidewalks in the residential areas
- 5) Curb ramps not compliant with PROWAG
- 6) Very little lighting on the residential streets
- 7) Barking dogs in yards, some large and some small
- 8) Nuisance drainage from adjacent properties and alleys is washing debris onto sidewalk. Could be an issue for bikes or scooters causing them to ride in the street.
- 9) Stop sign very faded at Duron / Park
- 10) Many signs have multiple regulatory signs on the same post (e.g., STOP and Lane Assignment signs)
- 11) Several of the streets appeared to have recently been slurry sealed; however, the yellow crosswalk striping was not popping out. May be due to the oils soaking into the paint
- 12) Crossing guard has kids walk behind her when entering intersection
- 13) Some kids observed crossing Butte not at crosswalk. Mostly cross at Park Street
- 14) Kids observed walking in street on Orlando/crossing Orlando slowly
- 15) Car on Butte observed trying to pass stopped queue when crossing guard in crosswalk

Signs that are not MUTCD compliant and curb ramps that are not ADA compliant can create both safety concerns for road users and liability concerns for the Town. Examples of signs that do not meet MUTCD guidance include STOP signs that were faded and may not meet retroreflectivity standards, STOP signs that do not meet the minimum 30-inch size, and multiple signs requiring separate decisions located on the same post. Many of the curb ramps do not have detectable warnings or landings, and some marked crosswalks lack curb ramps. The following photos show some of these issues.

June 2018









Non-MUTCD Compliant Signs and No Curb Ramp at Crosswalk

#### Walking and Bicycling Map

A Walking and Bicycling route map was developed for Florence K-8 based on observations from this study. This map is provided in Appendix E of this report.

#### Community Meetings

The SRTS Plan team participated in a school/community meeting on February 28, 2018 at its Bingo for Books event. The Team provided general information to parents and school staff about the SRTS study and distributed Parent Surveys. An aerial map was used for discussion purposes. The photo shows a group of students engaged in identifying their walking/biking routes. The flyer highlighting a Safe Schools presentation was distributed by the school to parents.



Students at Florence K8 'Bingo for Books'



Flyer Announcing Safe Schools Presentation

#### Action Plan

#### The 6Es

The recommendations contained in this Plan follow the "6E's" of traffic safety: education, enforcement,

engineering, encouragement, evaluation, and equity. The 6E's are the cornerstone of the SRTS) Program and are endorsed by the National Center for Safe Routes To School (NCSRTS; www.saferoutesinfo.org), which is a division of the University of North Carolina Highway Safety Research Center. The goal of the Plan is to recommend proven solutions that make sense for the community and for the schools.

<u>Education</u>: Teach students and community members about walking and biking safely. Education can happen



MAG Crossing Guard Training

through in-school curriculum, bike/pedestrian safety assemblies, newsletter blurbs, tip sheets, and send-home flyers.

<u>Encouragement</u>: Get students and parents excited about walking and biking by hosting special events, walking school buses and bike trains, holding schoolwide competitions, or celebrating walking and biking with student art or other projects.

<u>Enforcement</u>: Reduce negative behaviors such as speeding, double parking, or disobeying traffic signals by working with local law enforcement. Officers can attend walking events to monitor speeding activity or to build relationships with school children and neighbors.



Bike Rodeo

Engineering: Improve the physical walking and biking environment. Schools can work with local

government agencies to determine if infrastructure improvements are needed to encourage students to walk or bike to school safely.

<u>Evaluation</u>: Check to see if your strategies are working! Schools and local governments can record walking and biking rates, parent concerns, and traffic data to evaluate the success of a SRTS program. Evaluation activities can help set goals and establish baseline data for planning projects.

<u>Equity</u>: Ensuring that SRTS initiatives are benefiting all demographic groups, with particular attention to ensuring safe, healthy, and fair outcomes for students with disabilities,



A "Golden Sneaker" Trophy

low-income students, Native American students, students of color, female students, LGBTQ students, students whose families speak a language other than English, homeless students, and other demographic groups. MAG Crossing Guard training materials are available in English and Spanish, helping to address the Equity E.

#### Action Plan, Implementation Steps and Evaluation

**Table 1** provides a SRTS Action Plan for Florence K-8 School that identifies the key issues and recommended SRTS strategies to address the issue. The Action Plan can be used by the school's SRTS Stakeholders Team to identify strategies that the different partners can pursue to improve the safety of students walking and biking to/from the school. For each strategy, specific action steps are identified as well as the partner from the SRTS Stakeholders Team who would be responsible for leading implementation of the strategy, a potential funding source (if applicable), an implementation timeframe, and a method to evaluate the progress and effectiveness of the recommended strategy or set of strategies. Each issue has a recommended strategy or set of strategies that consider approaches related to education, encouragement, enforcement, or engineering; some strategies consider multiple approaches.

#### **Strategy Implementation Lead**

The strategy implementation lead who is identified in the Action Plan is often dictated by the type of strategy being implemented and the location of the recommended strategy. Anything related to infrastructure on a public roadway around the school is the responsibility of the Town of Florence. Any infrastructure on school property, including school buses and associated infrastructure, is the responsibility of FUSD. Any school-specific procedures, policies and staff arrangements are the responsibility of the school.

#### **Implementation Timeframe**

The implementation timeframe of each strategy was identified based on the level of effort and/or funding that would be required to implement the strategy. Strategies identified as near-term are those that require minimal effort to implement. Strategies identified for long-term implementation are those that should go through a formal evaluation and planning process to implement and may require input from a larger stakeholder group than those identified in the SRTS Stakeholders Team; any strategy requiring a significant infrastructure investment is identified for long-term implementation.

#### **Evaluation**

The 'Evaluation' column in the Action Plan identifies a method that the SRTS Stakeholders Team can pursue to evaluate the progress and effectiveness of the recommended strategy or set of strategies. As noted in the implementation timeframe discussion, it will be important to evaluate the effectiveness of some strategies to know whether additional or more drastic strategies need to be pursued to address the issue.

Two key tools to support evaluation are the Parent Survey and Student Travel Tally that were conducted during this study. These tools can help quantitatively track progress of SRTS efforts at the school by tracking actual student walking and biking numbers as well as parent perceptions of walking and biking over time. Ideally, as more SRTS strategies are implemented and a SRTS culture is built at the school, the Student Travel Tally should reflect positive results with a greater percentage of students reporting walking and biking to/from school. Similarly, positive results could be reflected in the Parent Survey by having fewer parents indicate that they would never be comfortable letting their students walk or bike to/from school and having fewer parents indicate concerns with safety of walking and biking on the survey. As such, the SRTS team should consider conducting these two surveys annually as strategies from the SRTS Action Plan are implemented.

Table 1: Florence K-8 SRTS Action Plan

		Strategies								
# enssi	lssue	LO I ESTATE DE LA COMPANION DE	+	Enforcement	Engineering	Tasks	Lead	Potential Funding Source	Timeframe	Evaluation
1	Crossing guards not properly outfitted; Observed improper crossing operations.	Provide safety vests and crossing guard training. x				Standardize crossing guard training and utilize MAG training resources. The MAG training and material is provided at no charge to FUSD. However, costs for travel, etc. would need to be programmed by FUSD.	FUSD	FUSD	Near-term	Observe guards for continued adherence to proper crossing guard tasks and rules.
2	Many students have to cross a multilane, high traffic volume state route (SR 79) at either Butte Avenue or Main Street going to and from school. Some students walk to the high school for after school activities (athletics), necessitating a crossing of Main Street in the afternoon.	Consider enhanced pedestrian crossings on Butte Avenue and on Main Street.			x	Coordinate with ADOT to evaluate the need for installation of: Raised medians with rectangular rapid flash beacons on Butte Avenue between Elizabeth Street and Park Street; Raised medians with rectangular rapid flash beacons on Main Street between Aguilar Street and Duron Street; Pedestrian Hybrid Beacon ("HAWK") on South Main Street at Stewart Street; Pedestrian Hybrid Beacon on Butte Avenue at Park Street.	ADOT	ADOT MAG DA MAG TA Town	Long-term	Observe crossings for motorist yielding compliance.
3	The existing crosswalk at Main Street and Aguilar Street is located less than 300 feet from the Main Street & Butte Avenue signalized intersection. Vehicle queues sometimes extend into the signalized intersection.	Consider relocating this crosswalk south to Duron Street to better service the students that walk south. Relocating this crosswalk will have the added benefit of extending the school zone on Main Street, which will act as a traffic calming measure.			х	Coordinate with ADOT to stripe a new crosswalk on Main Street at Duron Street; coordinate with FUSD to fund new curb cut at new crosswalk location using Adjacent Ways account.	Town/ADOT	ADOT/FUSD	Near-term	Observe crossing and approaches for reduced queues and improved behavior.
4	Approximately 8 students cross Florence Heights Drive near Desoto; this road is heavily used by large trucks and has high speeds.	Pedestrian facilities including sidewalks, crosswalks and updated pedestrian signage should be considered for installation along Florence Heights Drive in the vicinity of the school bus lot and the intersection with Desoto.			х	Evaluate the Florence Heights Drive corridor near the school bus lot and Desoto for student pedestrian needs (sidewalks, crosswalks, and signage).	Town	Town MAG DA	Long-term	Use annual Student Tally to measure increase in walking and biking to school from this area.
5	Some of the yellow crosswalks adjacent to the school are faded and/or covered with crack sealant.	Refresh crosswalk markings; annual program to refresh all yellow school crosswalks.			х	Crosswalks should be restriped with reflective paint to increase conspicuity to passing vehicles.	Town	Town	Near-term	Observe for motorist yielding compliance at crosswalks.

June 2018

		Strategies									
# enssI	Issue	Recommended Strategy	Education	Encouragement	Enforcement	Engineering	Tasks	Lead	Potential Funding Source	Timeframe	Evaluation
6	Some signage is faded, worn or is not MUTCD compliant.	An inventory of signs on the streets adjacent to the school should be taken to determine all signs that need to be replaced.				х	Conduct sign inventory and replace signs as needed.	Town	Town	Long-term	Conduct periodic reviews of sign legibility and MUTCD compliance.
7	Lack of ADA compliant curb ramps in the school vicinity - many lacked detectable warnings and landings.	Inventory curb ramps in the school vicinity to determine ADA needs.				х	Install/improve ADA curb ramps as needed on Orlando Street and Park Street between Butte Avenue and Virginia Avenue, and Brady Street between Orlando Street and Park Street.	Town	Town FUSD	Long-term	Use annual Student Tally to measure increase in walking and biking to school.
8	Orlando Street: Discussed redirecting drop-off traffic on Orlando Street through the parking lot across the street from the school; the need to enforce no parking along the red curb; and change/remove pull-in parking.	Reconfigure parking on Orlando.				x	Remove on-street parking and install back-in angle parking in the lot; stripe a new crosswalk across Orlando from the parking lot.	FUSD	FUSD	Long-term	Observe for reduction in undesirable behaviors inschool parking lot duringdrop-off and pick-up.
9	No facilities for bicyclists.	Evaluate Orlando Street and Park Street for bike lane installation. The presence of bike lanes also provides a safety buffer for people on sidewalks.				x	Install bike lane striping (6-foot lanes) on Orlando Street and Park Street between Butte Avenue and Virginia Avenue.	Town	Town MAG TA	Long-term	Use annual Student Tally to measure increase in biking to school.
10	No bike racks for bicyclists.	Install bike racks.				х	Install bike racks at a suitable location on campus.	FUSD	FUSD	Near-term	Use annual Student Tally to measure increase in biking to school.
11	Speeding in school zones.	Volunteer or off-duty police officers can be stationed in police cars at the crosswalks along Butte Avenue and Main Street. This can be a traffic calming measure as vehicles tend to slow down when they see a police car. The officer can also be utilized to enforce traffic laws through warnings and tickets.			Х		Partner with Town Police to provide periodic speed enforcement, especially on Orlando Street.	Town	GOHS	Near-term	Observe for reduction in speeds in school zones.

		Strategies									
# ənssı	Issue	Recommended Strategy	Education	Encouragement	Enforcement	Engineering	Tasks	Lead	Potential Funding Source	Timeframe	Evaluation
		Utilize the Town's speed feedback trailer by periodically locating it on the approaches to the school zones.				х	Install dynamic speed feedback signs on Main Street and Butte Avenue on the approaches to the school crosswalks that will display the drivers' speeds as they approach the signs.	Town ADOT	Town MAG SRTS MAG TA	Long-term	
		Utilize the Town's speed feedback trailer by periodically locating it on the approaches to the school zones.			х		Coordinate with Town Police to utilize the speed feedback trailer.	Town	N/A	Near-term	
	Encourage students to walk and bike to school.	Provide incentives to walk/bike.	х	х			Organize a semi-annual walk/bike to school day where there is a celebration at the start of school (may include others in celebration such as elected officials, police, firefighters, etc.).	School	Town MAG SRTS	Near-term	Use annual Student Tally to measure increase in walking and biking to school.
				х			Initiate a "Golden Sneaker" contest, with a trophy given to the classroom having the highest participation in walking/biking to school over a two-week period.	School	School MAG SRTS	Long-term	
12			х	х			Conduct bicycle rodeos to teach bicyclists (and pedestrians) valuable safety skills; they can be combined with school fundraising events, too.	Town FUSD	MAG SRTS	Long-term	
							Give out red "Gopher Paws" for safe crossing behaviors.	School	FUSD	Near-term	
		Organize ways to improve the perception of walking and biking safety and security.	х	х			Initiate a walking school bus or bike train program where groups of students who live in the same area are set up with a parent or an older student who will lead the group to and from school each day.	Town School	MAG SRTS	Near-term	
			x	х			Host a SRTS National Course workshop: These daylong SRTS workshops are a good opportunity to educate school staff, district administrators, government officials, and the media about the benefits of pedestrian and bicycle safety. Partner with other nearby communities.	Town FUSD	MAG SRTS	Long-term	

#### Funding Sources and Opportunities

Some of the strategies – mainly those identified as education, encouragement and enforcement strategies – do not necessarily require funding to implement, as they are largely strategies related to processes, police coordination, and partnerships; however, some of the strategies, including most of the engineering strategies, will likely require some source of funding to implement.

There are a variety of potential funding sources to support the implementation of the strategies identified in the Action Plan. Similar to the identification of the strategy lead for implementation, the identification of the potential funding source is largely driven by the location of the strategy; for example, any strategy involving a public roadway will have to be pursued by the Town of Florence while any strategy involving infrastructure within school property will be the responsibility of FUSD. Based on the identification of the 'Potential Funding Source' in the Action Plan (Table 1), the following funding sources may be available and can be pursued by the SRTS Stakeholder Team partners when applicable.

#### State

#### Arizona Governor's Office of Highway Safety (GOHS)

The Arizona GOHS is a cabinet agency that focuses on highway safety issues and provides leadership by developing, promoting, and coordinating programs; influencing public and private policy; and increasing public awareness of highway safety. AGOHS grant funding is based on the Federal fiscal year calendar which begins on October 1, 2018and ends on September 30, 2019. Grants for the 2019 Federal fiscal year are awarded for a one-year period. Applying for a GOHS grant begins with submission of a proposal and signed cover letter. Grant applications are available for download in PDF format on the GOHS website beginning January 22, 2018. There are eight categories for grant programs funded by GOHS; of those eight, two of them may be relevant for SRTS - Pedestrian and Bicycle Safety (PS) and Police Traffic Services/Speed Control (PTS). The PS category funds traffic safety programs such as bicycle rodeos for schools or other programs that are designed to increase safety awareness and skills among pedestrians and bicyclists. There is also funding for bicycle helmets and helmet fittings for children in need. Programs funded in this category are required to include both education and enforcement elements to increase safety awareness and address driver behavior. The PTS program focuses on enforcing and encouraging compliance with traffic laws through selected enforcement and education. The grant funding can be used to pay overtime for officers and/or equipment (speed measuring devices, computers, and motorcycles) to conducted enhanced enforcement for a particular issue.

#### Regional

#### Design Assistance Program (MAG DA)

Infrastructure projects related to bike, pedestrian, and shared-use facilities can be funded through the MAG Design Assistance Program. This program was initiated to encourage the development of pedestrian and bike facilities and stimulate integration of facilities into the planning and design of all types of projects. Projects using design assistance funds focus on developing preliminary scoping documents for a bike and/or pedestrian facility project. A request for projects for Design Assistance funding is released by MAG in May each year. Types of projects that are eligible for Design Assistance funding include: projects that facilitate safe crossings and access to bike/pedestrian facilities, bike and pedestrian access to transit, and bike and pedestrian facility construction and improvements (sidewalk improvements, bike lanes and shoulders, safety improvements, and signing, marking and wayfinding).

#### <u>Transportation Alternatives Funding (MAG TA)</u>

MAG receives an annual allocation of TA funding from ADOT that can be used to support SRTS projects. The Town of Florence, as a MAG member agency, is eligible to submit applications for this funding in partnerships with schools or school districts to use for infrastructure improvements that promote and encourage walking and biking to school as well as for non-infrastructure needs such as educational materials, trainings, data gathering and analysis, SRTS program support and others. The call for projects for TA funding occurs each August in conjunction with the Transportation Improvement Program (TIP) Modal programming process.

#### Non-Infrastructure SRTS/Support Activity Projects (MAG SRTS)

MAG identifies funding set-aside (equal to nine percent of the total TA funding) to fund qualifying SRTS projects that would involve ONLY non-infrastructure projects, or 'Support Activity Projects.' Support Activity Projects are those considered to fund specific activities with the goal of encouragement, education, enforcement and evaluation activities. Examples include: yellow school crossing roll-out signs, crossing guard safety apparel, modest volunteer incentives for encouragement activities, bike helmets, and agency police staff overtime to assist with SRTS activities, among others.

#### **Crossing Guard Training Workshops**

Crossing Guard Training Workshops provide basic education and training to school crossing guards, thus meeting a basic but essential step to ensure that crossing guards do not compromise their own safety nor that of K-8 school children while performing their duties. All K-8 schools may utilize this workshop to train their school crossing guards free of charge. Workshops are typically held one to two weeks before the start of the school year; in 2018, the workshop will be held in Phoenix on July 26, Peoria on July 31 and Mesa on August 2. More information on the training workshops can be found at <a href="http://srts.azmag.gov">http://srts.azmag.gov</a>.

#### Local

#### Town of Florence Capital Improvement Program (CIP)

The Town CIP can be leveraged to support the implementation of some of the SRTS strategies identified that involve Town-owned roadways. The Town has an annual budgeting process that identifies the departmental budgets and the programs and projects that will be funded for the next fiscal year. The CIP may be a potential source of funding for capital projects on public roadways including intersections, sidewalks or ramps, striping (including crosswalks) and signage.

#### **Non-Transportation Funding**

#### Centers for Disease Control and Prevention (CDC) Grant

The CDC's Office of Financial Resources awards and administers grants and cooperative agreements to state and local governments, domestic non-profits/educational institutions, and domestic for-profit groups with projects that support the mission of promoting health and quality of life by preventing and controlling disease, injury, and disability. Grants and cooperative agreements provide the means to transfer money, technical assistance, and expertise to partners in exchange for their contributions to federal public health goals and objectives.

### **Appendices**

Appendix A – Kickoff Meeting Agenda and Minutes

Appendix B – Traffic, Pedestrian and Bicycle Count Data

Appendix C – Student and Parent Survey Sheets

Appendix D – Walkability Checklist Results

Appendix E - Walking and Biking Map

Appendix A – Kickoff Meeting Agenda and Minutes

#### **AGENDA**

#### **Safe Routes to School Study**

For

#### Florence K-8 & Anthem K-8 Elementary Schools, Florence Unified School District In the Town of Florence MAG Task Order No. 0735-0I.SR1803

Subject: SRTS Study Kick-Off Meeting

Location: Florence Community Center, 778 N. Main Street, Ruggles 2 Room

Date/Time: Tuesday December 19, 2017, 10:00 to 11:30 A.M.

1.	Introductions	Jennifer Evans, Town of Florence
2.	Purpose of the Study	Mike Blankenship, Greenlight TE
3.	SRTS – What it is and why it is important	Mike Blankenship, Greenlight TE
4.	Roles and Responsibilities	Margaret Boone, MAG Project Manager
5.	<ul> <li>Key Action Items and Events</li> <li>Data Collection</li> <li>Surveys</li> <li>Existing Information (see attachment)</li> <li>Observations</li> <li>Walking/Biking Assessment</li> <li>Neighborhood Meeting</li> <li>Document Review</li> <li>Comment Resolution Meeting</li> </ul>	Mike Blankenship
6.	Stakeholder Discussion	Principal, School Staff, District Staff, Parents, Town
7.	Next Steps	Mike Blankenship
8.	Questions	All

#### **Stakeholders Group Contact Information**

# For Florence K-8 & Anthem K-8, Florence Unified School District In the Town of Florence

#### Town of Florence

- Jennifer Evans, Management Analyst; Town of Florence, Stakeholder Team Leader <u>jennifer.evans@florenceaz.gov</u>, 520-868-7549
- Sgt. Renee Klix, Florence Police Department <a href="mailto:renee.klix@florenceaz.gov">renee.klix@florenceaz.gov</a>

#### Florence Unified

 Mark Lamas, Director of Transportation and Support Services, Florence Unified School District mlamas@fusdaz.org

#### Florence K-8

- Art Moncibaez, Florence K-8 Administration, School Team Leader <a href="mailto:amoncibaez@fusdaz.org">amoncibaez@fusdaz.org</a>
- Deanna Potter, Florence K-8 Principal <a href="mailto:dpotter@fusdaz.org">dpotter@fusdaz.org</a>
- Betty Stoupa, Florence K-8 Crossing Guard

#### Anthem K-8

- Elwin Longnion, Anthem K-8 Administration, School Team Leader <a href="mailto:elongnion@fusdaz.org">elongnion@fusdaz.org</a>
- Carla Foss, Anthem K-8 Crossing Guard

#### Maricopa Association of Governments (MAG)

Margaret Boone, PE, ITS & Safety Engineer mboone@azmag.gov, 602-452-6300

#### MAG Consultant: Wood, Greenlight Traffic Engineering & United Civil Group

- Mike Blankenship, PE mikeb@greenlightte.com, 623-308-6523
- Scott Kelly, PE, PTOE scottk@greenlightte.com, 602-499-1339
- Brian Fellows brian.fellows@woodplc.com, 602-502-2904
- Sarah Simpson, PE sarah@unitedcivilgroup.com, 602-643-0028

# Attachment Task 5a: Compile Existing Information

### Safe Routes to School Study For

### Florence K-8 & Anthem K-8 Elementary Schools, Florence Unified School District In the Town of Florence

- Existing School policies and programs related to SRTS (School)
- School site plans (District)
- School arrival and dismissal times (School, District)
- Locations of building entrances and exits (School) for; pick-up and drop-off, students walking, and students biking (bike rack locations)
- Walking/Bicycling boundaries (District, School)
- Number of buses picking up or dropping off students and locations of loading/unloading zones
- Number, locations, and duration of school crossing guards (School)
- Existing School Crossing Agreement (Town Traffic Engineer, School District)
- Established parking regulations and pick-up/drop-off procedures (Town, School Administration)
- Pedestrian/vehicle and bicycle/vehicle crash data, if available (Town)

## Attachment Schedule

#### Safe Routes to School Study For Anthem K-8 and Florence K-8, Florence Unified School District

#### In the Town of Florence

Anticipated NTP: (11/20/2017)	•								М	ont	hs F	ron	n N	TP								
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Task 1: Project Management & Progress Reports				Р				Р				Р				Р				Р		
Task 2: Establish Stakeholders Group, Kick-off meeting																						
Task 2a: Establish SRTS Stakeholders Group																						
Task 2b: Conduct SRTS Study Kick-off Meetings (#1)			Μ																			
Task 3: Data Collection						d																
Task 4: Surveys & SRTS Tools						D				D												
Task 5: Assessment of Issues and Barriers - Existing Conditions Memo										D	R	R										
Task 5a: Compile Existing Information						D																
Task 5b: Study Area Inventories						D																
Task 5c: Pick-up and Drop-off Site Observations																						
Task 6: Walking/Biking Assessment (#2) & Meeting #3								D														
Task 6a: Walking/Biking Assessment (Meeting #2)									М				D									
Task 6b: Neighborhood Meeting (#3)														М								
Task 7: Develop Draft Study and Route Maps															D							
Task 8: Draft SRTS Study Review and Meeting #4																R	R	R	М			
Task 9: Finalize SRTS Study Document																		F				

d - Deliver data

M – Meeting

P – Progress Report

R – Review by Team

D – Draft document, memo, or meeting materials

F – Final SRTS Study Report document

# Safe Routes to School Study for Florence K-8 & Anthem K-8 Elementary Schools in the Town of Florence MAG Task Order No. 0735-0I.SR1803

#### **Kickoff Meeting Minutes**

**Date of Meeting** Tuesday December 19, 2017 – 10:00 to 11:30 AM

**Location** Florence Community Center, Ruggles 2 Room

778 N. Main Street, Florence

**Subject** Project Kickoff Meeting

Participants Maricopa Association of Governments (MAG) – Margaret Boone

**Town of Florence** – Jennifer Evans **Florence K-8 School** – Art Moncibaez

Greenlight Traffic Engineering - Mike Blankenship, Scott Kelley

**Date of Issue** December 21, 2017

The purpose of the meeting was to kickoff this Safe Routes to School (SRTS) project by reviewing scope of work and preliminary schedule.

#### 1. Purpose of the SRTS Study

The overall goal of this study is to develop recommendations to improve the safety of students walking and biking to school. Generally, when safety is improved, more students will walk and bike to school, which has several benefits:

- Improved children's health
- Less traffic congestion near the school
- Improved air quality

Recommendations can include improvements in the public right-of-way by the Town, school site improvements, and recommendations for parents. Recommendations from SRTS studies can be used in applying for funding from various sources, including MAG's SRTS program. This funding can be used for infrastructure projects such as school crosswalks and roll-out signs, and non-infrastructure projects like crossing guard safety vests and stop paddles.

#### 2. Roles and Responsibilities

Margaret Boone will serve as the MAG project manager, guiding the consultant team which includes:

- o Greenlight Traffic Engineering
- o Amec Foster Wheeler
- United Civil Group

While the study is being led by MAG and its consultant team, it is ultimately a Town and Schools project. As such, an objective of the study is to foster communication and coordination between the Town and Schools. Communications to and from the Consultant should be copied to Margaret Boone at MAG. The Town and Schools are the project champions that will be responsible for implementing recommendations, so it is crucial that these key stakeholders stay involved during the 5-month study to provide input. The following stakeholders have been identified; we would like the names of additional stakeholders that should be included in this process, including key parent champions:

- Jennifer Evans, Management Analyst; Town of Florence, Stakeholder Team Leader
- Jess Knudson, Assistant Town Manager, Town of Florence (will be replaced)
- Sgt. Renee Klix, Florence Police Department
  - Mark Lamas, Director of Transportation and Support Services, FUSD
- Art Moncibaez, Florence K-8 Administration, School Team Leader
- Betty Stoupa, Florence K-8 Crossing Guard
- Elwin Longnion, Anthem K-8 Administration, School Team Leader (will be replaced)
- Carla Foss, Anthem K-8 Crossing Guard
- Town Public Works contact (to be determined)

Jennifer Evans from the Town will contact the school and district stakeholders not in attendance to provide information discussed at the kick off meeting.

#### 5. Key Action Items and Events

a. Data Collection

UCG has collected video for AM and PM counts of vehicles, pedestrians, and bicyclists at locations highlighted on the attached maps. This data is being analyzed and summarized. Mark indicated crossing concerns at the Main Street/Aguilar Street intersection where no crossing guards are stationed.

#### b. Surveys

Student tally sheets will be distributed to the schools for teachers to ask students questions and record the numbers on a Tuesday, Wednesday, and/or Thursday. A Parent Survey will be distributed to the schools to be sent home with students, asking for 1 survey per family to be completed, either online or using the printed copy. Surveys are to be completed by the end of February (see attached Surveys). Notification and distribution options include the weekly email blast that the schools send, and at parent-teacher conferences in February.

c. Existing Information - This information has been requested to be delivered to the Consultant team via e-mail, copied to the MAG project manager no later than January 12, 2018

Information that needs to be captured includes:

- Existing School policies and programs related to SRTS (School)
- School site plans (District)
- School arrival and dismissal times (School, District)
- Locations of building entrances and exits (School) for; pick-up and drop-off, students walking, and students biking (bike rack locations)
- Walking/Bicycling boundaries (District, School)

- Number of buses picking up or dropping off students and locations of loading/unloading zones
- Number, locations, and duration of school crossing guards (School)
- Existing School Crossing Agreement (Town Traffic Engineer, School District)
- Established parking regulations and pick-up/drop-off procedures (Town, School Administration)
- Pedestrian/vehicle and bicycle/vehicle crash data, if available (Town Police may have crash reports)

Jennifer will communicate these needs to Mark Lamas, and Greenlight and/or MAG will follow-up with Mark to discuss these needs.

#### d. Observations

Greenlight will have a team observing during the school site arrivals and departures. The team will call the schools 1 day before the scheduled observations to make them aware of our presence, and the team will check-in at the schools on the observation days. Tentative schedule is the last week of January/first week of February.

#### e. Walking/Biking Assessment

The consultant team will assess transportation routes within the study boundary of the schools to assess the walking and biking friendliness. Parents are welcomed and encouraged to join the team to provide input on safety concerns. 1 mile is typically the walking/biking boundary around the schools, but this can vary due to other barriers (arterials, highways, other). Tentative schedule is February into the first week of March.

#### f. Neighborhood Meeting

The consultant team will present findings from the school site observations and the walking/biking assessments to parents, school staff, and the Town to solicit feedback. This meeting is typically held at the schools during evening hours. Tentative schedule is early March.

#### g. Document Development

A draft study report will be developed to identify strategies to increase the number of children who walk and bike to school. The report will include a school walking and biking route map. Stakeholders will review the report for adjustments and revisions.

#### h. Comment Resolution Meeting

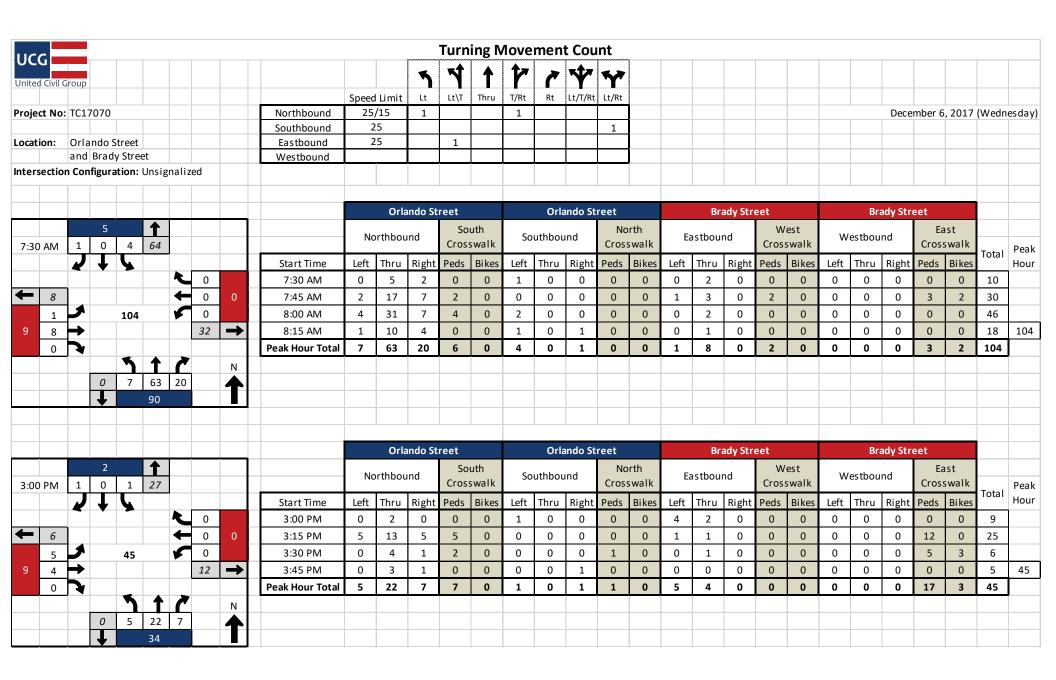
This meeting of the study team will address how to resolve issues voiced by stakeholders, parents, etc. to finalize the study document. Tentative schedule is to hold this meeting on an early release day (Wednesday, April 11 at 2:00 PM), with the Town, School Principals, and other key School staff participating.

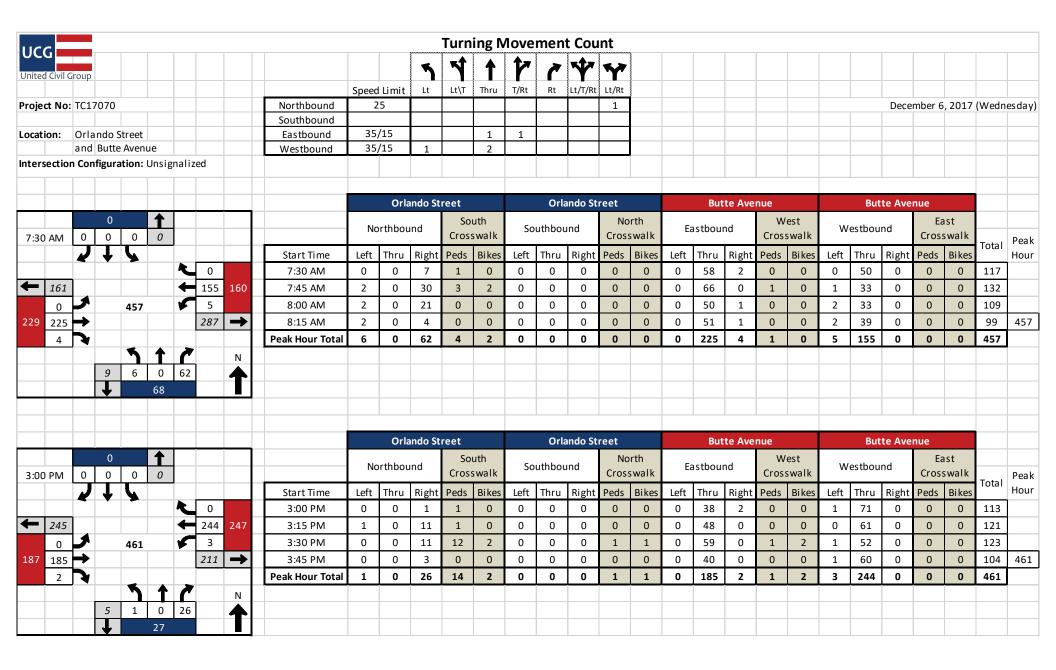
#### 6. Additional Discussion

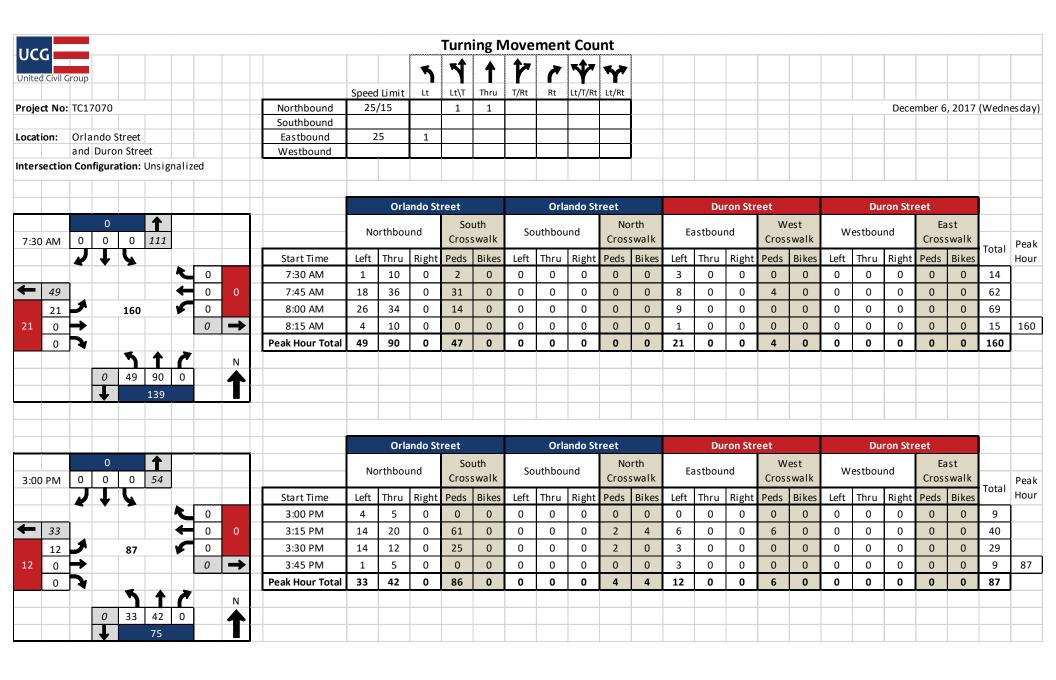
Margaret highlighted the MAG school crossing guard training and resources. School children start arriving at campus at 7:15 AM, even though the campus does not open until 7:50 AM. There is a before and after school program that parents are not utilizing, possibly due to cost. School lets out at 3:20 PM, with kindergarten and 1<sup>st</sup> grade bus dismissal is at 3:10 PM. Buses arrive at 7:45 AM, even though campus doesn't open until 7:50 AM. The bus area is not enclosed, which creates safety concerns.

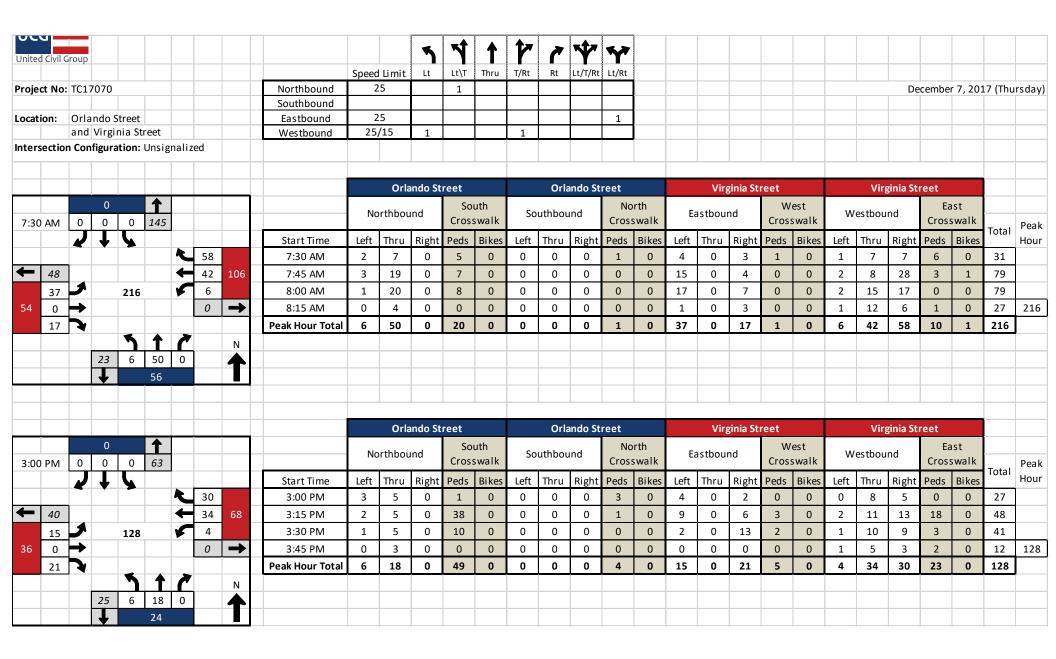
Appendix B – Traffic, Pedestrian and Bicycle Count Data

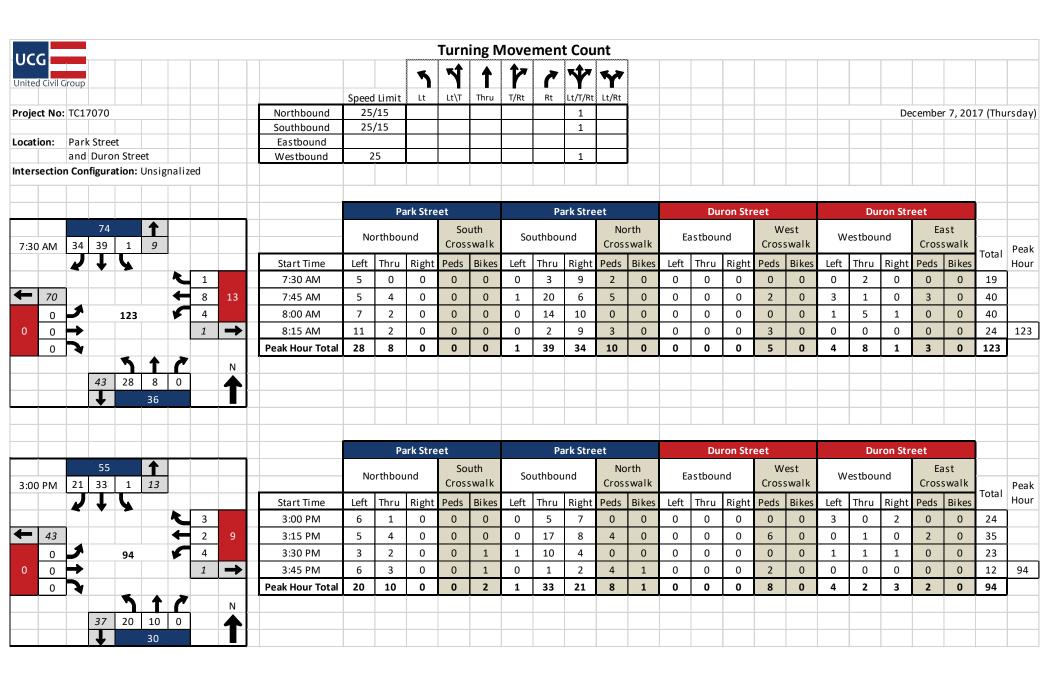
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52 0	<b>→</b>	2	$\rightarrow$	3:45 PM	13	43	2	0	0	0	85	6	1	0	4	0	9	0	0	0	0	0	0	0	162	6
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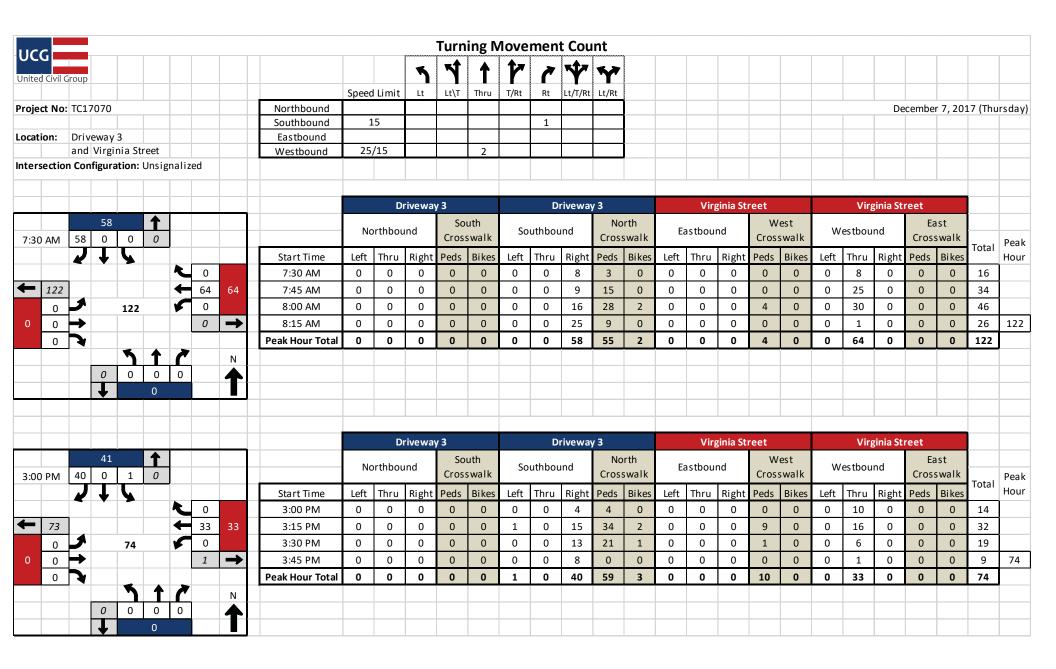












#### Appendix C – Student and Parent Survey Sheets

### Safe Routes to School Students Arrival and Departure Tally Sheet

+ CAPITAL LETTERS ONLY - BLUE OR BLACK INK ONLY  School Name: Teacher's First Name: Teacher's Last Name:														+																		
School	Name	e: 		_	_			_				_	Te	ach	er's	Fir	st	Nan	ne:		_	7	ea	ch	er's	La	st N	lam	e:	_	100	_
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+																														100	-	<u> </u>

Parent Survey About Walking and Biking to School													
Dear Parent or Caregiver, Your child's school wants to learn your thoughts about children walking and biking to school. This survey will take about 5 - 10 minutes to complete. We ask that each family complete only one survey per school your children attend. If more than one child from a school brings a survey home, please fill out the survey for the child with the next birthday from today's date.													
fter you have completed this survey, send it back to the school with your child or give it to the teacher. Your responses will be kept onfidential and neither your name nor your child's name will be associated with any results.  hank you for participating in this survey!  + CAPITAL LETTERS ONLY — BLUE OR BLACK INK ONLY													
+ CAPITAL LETTERS ONLY – BLUE OR BLACK INK ONLY + chool Name:													
School Name:	<del> </del>												
	<del></del>												
1. What is the grade of the child who brought home this sur	<b>Yey?</b> Grade (PK,K,1,2,3)												
2. Is the child who brought home this survey male or female	Male Female												
3. How many children do you have in Kindergarten through	B <sup>th</sup> grade?												
4. What is the street intersection nearest your home? (Provide	the names of two intersecting streets)												
	and												
Place a clear 'X' inside box. If you make a mistake, fill	the entire box, and then mark the correct box.												
5. How far does your child live from school?													
Less than ¼ mile 1/2 mile up to 1 mile	More than 2 miles												
1 mile up to ½ mile 1 mile up to 2 miles	Don't know												
Place a clear 'X' inside box. If you make a mistake, fill													
6. On most days, how does your child arrive and leave for sc	hool? (Select one choice per column, mark box with X)												
Arrive at school Walk	Leave from school Walk												
Bike	Bike												
School Bus	School Bus												
Family vehicle (only children in your family)	Family vehicle (only children in your family)												
Carpool (Children from other families)	Carpool (Children from other families)												
Transit (city bus, subway, etc.)	Transit (city bus, subway, etc.)												
Other (skateboard, scooter, inline skates, etc.)	Other (skateboard, scooter, inline skates, etc.)												
+ Place a clear 'X' inside box. If you make a mistake, fill													
7. How long does it normally take your child to get to/from s													
Travel time to school  Less than 5 minutes	Travel time from school  Less than 5 minutes												
5 – 10 minutes	5 – 10 minutes												
11 – 20 minutes	11 – 20 minutes												
More than 20 minutes	More than 20 minutes												
Don't know / Not sure	Don't know / Not sure												
+	+												

+	+
8. Has your child asked you for permission to walk or bike to/from school in the last year? Yes No	
9. At what grade would you allow your child to walk or bike to/from school without an adult?	
(Select a grade between PK,K,1,2,3) grade (or) I would not feel comfortable at any grade	
Place a clear 'X' inside box. If you make a mistake, fill the entire box, and then mark the correct box	
10. What of the following issues affected your decision to allow, or not allow, your child to walk or bike to/from school? (Select ALL that apply)  11. Would you probably let your child walk or bike to/from school if this problem were changed or improved? (Select ALL that apply)	
My child already walks or bikes to/from school	
Distance	
Convenience of driving	
Time	
Child's before or after-school activities	
Speed of traffic along route	
Amount of traffic along route	
Adults to walk or bike with	
Sidewalks or pathways	
Safety of intersections and crossings	
Crossing guards	
Violence or crime	
Weather or climate	
+ Place a clear 'X' inside box. If you make a mistake, fill the entire box, and then mark the correct box  12. In your opinion, how much does your child's school encourage or discourage walking and biking to/from school?	
Strongly Encourages Encourages Neither Discourages Strongly Discourages	
13. How much fun is walking or biking to/from school for your child?	
Very Fun Fun Neutral Boring Very Boring	
14. How healthy is walking or biking to/from school for your child?	
Very Healthy Healthy Neutral Unhealthy Very Unhealthy	
+ Place a clear 'X' inside box. If you make a mistake, fill the entire box, and then mark the correct box	+
15. What is the highest grade or year of school you completed?	
Grades 1 through 8 (Elementary)  College 1 to 3 years (Some college or technical school)	
Grades 9 through 11 (Some high school)  College 4 years or more (College graduate)	
Grade 12 or GED (High school graduate)  Prefer not to answer	
16. Please provide any additional comments below.	

## Appendix D – Walkability Checklist Results

# How walkable is

10	cati	on	of	MAIO	11,
LU	Lall	UII	OI	VVC	LIN

1 2 3 4 5 6

**Rating Scale:** 



1. Did you have room to walk?

☐ Yes ☐ S	ome problems:
. / 🗀	Sidewalks or paths started and stopped
×	Sidewalks were broken or cracked
	Sidewalks were blocked with poles, signs, shrubbery, dumpsters, etc.
	No sidewalks, paths, or shoulders
	Too much traffic
	Something else
Rating: (circle one)	Locations of problems:

4.	Was it easy to follow safety rule	s?
	Could you and your child	

Yes	□ No	Cross at crosswalks or where you could s and be seen by drivers?	ee
Yes	□ No	Stop and look left, right and then left again before crossing streets?	
Yes	☐ No	Walk on sidewalks or shoulders facing traffic where there were no sidewalks?	76.1
Yes	☐ No	Cross with the light?	
Rating: (cir		Locations of problems:	
1 2 3 4	5 6	TOTAL SERVICE	

2. Was it easy to cross streets?

Yes	Some problems:
N	☐ Road was too wide
	Traffic signals made us wait too long or did not give us enough time to cross
	☐ Needed striped crosswalks or traffic signals
	Parked cars blocked our view of traffic
	☐ Trees or plants blocked our view of traffic
	Needed curb ramps or ramps needed repair
	Something else
Rating: (circle	
1 2 3 4 5	0

5. Was your walk pleasant?

Yes Some problems:	
☐ Needed more grass, flowers, or trees	
Scary dogs	
Scary people	
☐ Not well lighted	
☐ Dirty, lots of litter or trash	
Dirty air due to automobile exhaust	
Something else	
Rating: (circle one) Locations of problems:	
1 2 3 4 5 6	

3. Did (	drivers	behave well?
☐ Yes	Some	problems: Drivers
	Bac Bac	cked out of driveways without looking
	Dic	not yield to people crossing the street
	Tu:	ned into people crossing the street
	Dro	ove too fastp
		ed up to make it through traffic lights or ove through traffic lights?
	☐ So	mething else
Rating: (ci	rcle one)	Locations of problems:

How does your neighborhood stack up? Add up your ratings and decide.

1. 5	26-30	Celebrate! You have a great neighborhood for walking.
3	21-25	Celebrate a little. Your neighborhood is pretty good.
4.	16-20	Okay, but it needs work.
5. Total: 25	11-15	It needs lots of work. You deserve better than that.
	5-10	It's a disaster for walking!

# How walkable is your community?

**Rating Scale:** 

tit.		-				0			5 5	
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	e se	49.1	-88		8 E.S		$\mathbf{w}$	02	81	ĸ.
	~~	PA .		M. B		20		04	O 2	- 20

very good excellent awful good many some problems problems 4. Was it easy to follow safety rules? 1. Did you have room to walk? Could you and your child... Some problems: Sidewalks or paths started and stopped Cross at crosswalks or where you could see No No Yes Sidewalks were broken or cracked and be seen by drivers? Sidewalks were blocked with poles, Stop and look left, right and then left ☐ Yes ☐ No signs, shrubbery, dumpsters, etc. again before crossing streets? No sidewalks, paths, or shoulders Walk on sidewalks or shoulders facing 1 Yes ☐ No traffic where there were no sidewalks? Too much traffic Cross with the light? Something else ☐ No Yes Locations of problems: Rating: (circle one) Rating: (circle one) Locations of problems: 1 2 3 4 5 6 1 2 3 4 5 6 5. Was your walk pleasant? 2. Was it easy to cross streets? Yes Some problems: ☐ Yes Some problems: Road was too wide Needed more grass, flowers, or trees Scary dogs Traffic signals made us wait too long or did not give us enough time to cross Scary people Needed striped crosswalks or traffic signals Not well lighted Parked cars blocked our view of traffic Dirty, lots of litter or trash Trees or plants blocked our view of traffic Dirty air due to automobile exhaust Needed curb ramps or ramps needed repair Something else \_ Something else Rating: (circle one) Locations of problems: Rating: (circle one) Locations of problems: 1 2 3 4 5 6 1 2 3 4 5 6 How does your neighborhood stack up? 3. Did drivers behave well? Add up your ratings and decide. ☐ Yes Some problems: Drivers ... Backed out of driveways without looking Celebrate! You have a great Did not yield to people crossing the street 26-30 neighborhood for walking. Turned into people crossing the street 2. \_\_\_\_\_ Celebrate a little. Your neighborhood 21-25 Drove too fastp is pretty good. Sped up to make it through traffic lights or

Total: \_

drove through traffic lights?

Locations of problems:

☐ Something else

Rating: (circle one)

1 2 3 4 5 6

16-20

11-15

5-10

Okay, but it needs work.

It's a disaster for walking!

better than that.

It needs lots of work. You deserve

# How walkable is your community?

						100		
١.	0	-	2	Ŷ١	On	OT	wa	10
Ь	v	Sec.			VII	V	AA CI	682

Rating Scale:

2 3 4 5 6
awful many some good very good excellent

1. Did you have room to wal	k?
-----------------------------	----

Yes	☐ Some problems:
£	Sidewalks or paths started and stopped
	Sidewalks were broken or cracked
	Sidewalks were blocked with poles, signs,shrubbery, dumpsters, etc.
	No sidewalks, paths, or shoulders
*	☐ Too much traffic
	Something else
Rating: (circ	cle one) Locations of problems:

4.	Was it	easy to	follow	safety	rules?
	Could	you and	your	child	

Yes	☐ No	Cross at crosswalks or where you could see and be seen by drivers?
Yes	□ No	Stop and look left, right and then left again before crossing streets?
Yes	□ No	Walk on sidewalks or shoulders facing traffic where there were no sidewalks?
Yes	☐ No	Cross with the light?
Rating: (cir.	cle one)	Locations of problems:

## 2. Was it easy to cross streets?

Yes Yes	Some problems:
1	Road was too wide
	Traffic signals made us wait too long or did not give us enough time to cross
	Needed striped crosswalks or traffic signals
	Parked cars blocked our view of traffic
	Trees or plants blocked our view of traffic
	Needed curb ramps or ramps needed repair
	Something else
Rating: (circ	le one) Locations of problems:
1 2 3 4	3 6

## 5. Was your walk pleasant?

Yes	Some problems:
	Needed more grass, flowers, or trees
	Scary dogs
	Scary people
	Not well lighted
	Dirty, lots of litter or trash
	Dirty air due to automobile exhaust
	Something else
Rating: (circ	le one) Locations of problems:

## 3. Did drivers behave well?

3. Dia arivers	s benave well?
Yes 🔲 Sor	me problems: Drivers
/ □ E	Backed out of driveways without looking
	Did not yield to people crossing the street
T 🔲	Furned into people crossing the street
	Drove too fastp
	Sped up to make it through traffic lights or drove through traffic lights?
	Something else
Rating: (circle one) 1 2 3 4 5 6	Locations of problems:
	A THE PROPERTY OF THE PARTY OF

# How does your neighborhood stack up? Add up your ratings and decide.

1. <u>30</u>	26-30	Celebrate! You have a great neighborhood for walking.
3	21-25	Celebrate a little. Your neighborhood is pretty good.
4	16-20	Okay, but it needs work.
5. Total: 30	11-15	It needs lots of work. You deserve better than that.
	5-10	It's a disaster for walking!

# How walkable is your community?

						0		15	0	
	0	600	311	10	13	of	" NAS	21	ы	r
B		8-6	10.0			V 8	WW	E-5 6	11)	B.

**Rating Scale:** 



					11 0
1. Did	VOII	have	room	to	walks

Yes	Some	problems:	
	Side	ewalks or paths started	and stopped
	Side	ewalks were broken or	cracked
		ewalks were blocked w ns,shrubbery, dumpste	
	☐ No	sidewalks, paths, or sh	oulders
×	☐ Too	much traffic	The State of
	☐ Sor	nething else	
Rating: (ci	rcle one)	Locations of proble	ems:

4.	Was it easy to	follow safety rules?
	Could you and	

1 .			
Yes	☐ No	Cross at crosswalks or where you could see and be seen by drivers?	е
Yes	□ No	Stop and look left, right and then left again before crossing streets?	
Yes	☐ No	Walk on sidewalks or shoulders facing traffic where there were no sidewalks?	,
Yes	☐ No	Cross with the light?	
Rating: (cir	cle one)	Locations of problems:	
		A PART OF THE PROPERTY OF THE PARTY OF THE P	

## 1 2 3 4 5 6

## 2. Was it easy to cross streets?

Yes	Some problems:
1	Road was too wide
	Traffic signals made us wait too long or did not give us enough time to cross
	Needed striped crosswalks or traffic signals
	Parked cars blocked our view of traffic
	☐ Trees or plants blocked our view of traffic
	Needed curb ramps or ramps needed repair
	Something else

_	Mac	VOUL	walk	n	leasant?
5.	vvas	your	walk	P	icasant.

☐ Yes	Some problems:	
-/	Needed more grass, flowers, or trees	
	Scary dogs	
	Scary people	
	☐ Not well lighted	
	Dirty, lots of litter or trash	
	Dirty air due to automobile exhaust	
1	Something else	
Rating: (circle	one) Locations of problems:	ydd. Lly

Rating: (circle one)
1 2 3 4 5 6

1 2 3 4 5 6

Locations of problems:

## 3. Did drivers behave well?

3. Dia an	AEI2 nellave	Well:
☐ Yes	Some problems: D	rivers
	Backed out of di	riveways without looking
	Did not yield to	people crossing the street
	☐ Turned into peo	ple crossing the street
	Drove too fastp	
	Sped up to mak drove through t	e it through traffic lights o raffic lights?
	Something else	
Rating: (circle	one) Location	as of problems:

# How does your neighborhood stack up? Add up your ratings and decide.

1. 5	26-30	Celebrate! You have a great neighborhood for walking.
3. 3	21-25	Celebrate a little. Your neighborhood is pretty good.
4	16-20	Okay, but it needs work.
5. 4 Total: 24	11-15	It needs lots of work. You deserve better than that.
Total.	5-10	It's a disaster for walking!

# How walkable is v

Loca	atio	n of	wa	lk
------	------	------	----	----

Rating: (circle one)

1 2 3/4 5 6

Rating Scale: very good excellent awful good many some problems problems

again before crossing streets?

Locations of problems:

1. Did you have room to walk?		4. Was it easy to follow safety rules?			
Yes	☐ Some problems:	Coul	d you	and your child	
	Sidewalks or paths started and stopped	☐ Yes	□ No	Cross at crosswalks or where you could see	
	Sidewalks were broken or cracked	LI les	NO	and be seen by drivers?	
	<ul> <li>Sidewalks were blocked with poles,</li> </ul>	☐ Yes	☐ No	Stop and look left, right and then left	

No sidewalks, paths, or shoulders	Yes	☐ No	Walk on sidewalks or shoulders facing
☐ Too much traffic	1 444		traffic where there were no sidewalks?
Something else	☐ Yes	☐ No	Cross with the light?

Rating: (circle one)

1 2 (3) 4 5 6

TO THE PROPERTY OF THE PARTY OF

signs, shrubbery, dumpsters, etc.

Locations of problems:

2. Was	it easy to cross streets?	5. Was	your walk pleasant?
☐ Yes	Some problems:	Yes	☐ Some problems: ☐ Needed more grass, flowers, or trees
	Traffic signals made us wait too long or did not give us enough time to cross		Scary dogs  Scary people
	<ul> <li>□ Needed striped crosswalks or traffic signals</li> <li>□ Parked cars blocked our view of traffic</li> <li>□ Trees or plants blocked our view of traffic</li> <li>□ Needed curb ramps or ramps needed repair</li> </ul>		<ul> <li>□ Not well lighted</li> <li>□ Dirty, lots of litter or trash</li> <li>□ Dirty air due to automobile exhaust</li> <li>□ Something else</li> </ul>
	Something else	D 11 / 1	1

Needed curb ramps or ramps needed repair Something else  Locations of problems:  2 3 4 5 6  Cossurable Consults	Something else		
	Locations of problems	Rating: (circle one) 1 2 3 4 5 6	Locations of problems:
(1) 2 3 4 5 6	Crosswall e mair	englos	

How does your neighborhood stack up? 3. Did drivers behave well? Add up your ratings and decide. T Yes Some problems: Drivers ...

1 2 3	26-30	Celebrate! You have a great neighborhood for walking. Celebrate a little. Your neighborhood is pretty good.
4	16-20	Okay, but it needs work.
Total:	11-15	It needs lots of work. You deserve better than that.
	5-10	It's a disaster for walking!

Rating: (circle one) 4 5 6

Locations of problems:

Backed out of driveways without looking Did not yield to people crossing the street Turned into people crossing the street

Sped up to make it through traffic lights or

drove through traffic lights?

Drove too fastp

☐ Something else

## F

Take a walk and use this checklist to rate your neighborhood's walkability.

# How walkable is your community?

## **Location** of walk

**Rating Scale:** 



## 1. Did you have room to walk?

Yes	☐ Some problems:
	Sidewalks or paths started and stopped
	Sidewalks were broken or cracked
	Sidewalks were blocked with poles, signs,shrubbery, dumpsters, etc.
	☐ No sidewalks, paths, or shoulders
¥	☐ Too much traffic
	Something else

Ra	tin	g: (	circ	cle	one	)
1	2	2	0	=	6	

Locations of problems:

# 4. Was it easy to follow safety rules? Could you and your child...

Yes [	No	Cross at crosswalks or where you could see and be seen by drivers?
Yes	No	Stop and look left, right and then left again before crossing streets?
☐ Yes ☐	No	Walk on sidewalks or shoulders facing traffic where there were no sidewalks?
☐ Yes ☐	] No	Cross with the light?
Rating: (circle	one) 6	Locations of problems:

## 2. Was it easy to cross streets?

Yes	☐ Some problems:
9.00	Road was too wide
	Traffic signals made us wait too long or did not give us enough time to cross
	☐ Needed striped crosswalks or traffic signals
	Parked cars blocked our view of traffic
	☐ Trees or plants blocked our view of traffic
	Needed curb ramps or ramps needed repair
	Something else
Rating: (circ	cle one) Locations of problems:
1234	5 6

## 5. Was your walk pleasant?

Yes	Some	problems:			
	☐ Ne	eded more grass, flowers, or trees			
	☐ Sca	ary dogs			
	Sca	ary people			
	☐ No	t well lighted			
	Dir	ty, lots of litter or trash			
	Dirty air due to automobile exhaust				
	☐ Son	mething else			
Rating: (circ	cle one) 5 6	Locations of problems:			
		THE RESERVE THE PROPERTY OF TH			

## 3. Did drivers behave well?

3. Dia c	ilvers beliave well:				
Yes Yes	Some problems: Drivers				
	Backed out of driveways without looking				
	Did not yield to people crossing the stree				
	Turned into people crossing the street				
	Drove too fastp				
	Sped up to make it through traffic lights drove through traffic lights?				
	Something else				
Rating: (cir	And the state of t				

# How does your neighborhood stack up? Add up your ratings and decide.

1. <u>4</u>	26-30	Celebrate! You have a great neighborhood for walking.
3.	21-25	Celebrate a little. Your neighborhood is pretty good.
4	16-20	Okay, but it needs work.
5 Total:	11-15	It needs lots of work. You deserve better than that.
	5-10	It's a disaster for walking!

# How walkable is your community?

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☐ Yes	Some prob	lems:			
	☐ Sidewall	ks or paths started and stopped			
	Sidewall	ks were broken or cracked			
		ks were blocked with poles, rubbery, dumpsters, etc.			
	No sidev	valks, paths, or shoulders			
8	☐ Too much traffic				
	Somethi	ng else			
Rating: (circle	one) L	ocations of problems:			
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## 4. Was it easy to follow safety rules? Could you and your child...

	*	•
Yes	□ No	Cross at crosswalks or where you could see and be seen by drivers?
Yes	□ No	Stop and look left, right and then left again before crossing streets?
Yes	□ No	Walk on sidewalks or shoulders facing traffic where there were no sidewalks?
☐ Yes	☐ No	Cross with the light?
Rating: (circ	cle one)	Locations of problems:

## 2. Was it easy to cross streets?

☐ Yes	Some problems:
	☐ Road was too wide
	Traffic signals made us wait too long or did not give us enough time to cross
	☐ Needed striped crosswalks or traffic signals
	Parked cars blocked our view of traffic
	☐ Trees or plants blocked our view of traffic
	Needed curb ramps or ramps needed repair
	Something else
Rating: (circle	cone) Locations of problems:

## 5. Was your walk pleasant?

/	
Ves Yes	Some problems:
	Needed more grass, flowers, or trees
	Scary dogs
	Scary people
	☐ Not well lighted
	Dirty, lots of litter or trash
	Dirty air due to automobile exhaust
	Something else
Rating: (circ)	
	V

## 3. Did drivers behave well?

☐ Yes	☐ Some	problems: Drivers					
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	Did not yield to people crossing						
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# How does your neighborhood stack up? Add up your ratings and decide.

-		
1. 27	26-30	Celebrate! You have a great neighborhood for walking.
3	21-25	Celebrate a little. Your neighborhood is pretty good.
4	16-20	Okay, but it needs work.
5 Total:	11-15	It needs lots of work. You deserve better than that.
	5-10	It's a disaster for walking!

# How walkable is your community?

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1. Did you have room to walk?	1.	Did	you	have	room	to	walk?
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Sidewalks were broken or cracked
Sidewalks were blocked with poles, signs, shrubbery, dumpsters, etc.
No sidewalks, paths, or shoulders
☐ Too much traffic
Something else D6 and grave on SDYK Not ADA Complian
le one) Locations of problems:

4.	Was	it easy	y to	follo	W S	safety	rules
	Coul	d you	and	your	ch	nild	

X Yes	☐ No	Cross at crosswalks or where you could see and be seen by drivers?
Yes Yes	☐ No	Stop and look left, right and then left again before crossing streets?
Yes Yes	☐ No	Walk on sidewalks or shoulders facing traffic where there were no sidewalks?
Yes Yes	□ Nova	Cross with the light? tra Hic Signal?
Rating: (circ		Locations of problems:

## 2. Was it easy to cross streets?

Yes Son	ne problems:
∕ ⋈ R	toad was too wide
	raffic signals made us wait too long or did ot give us enough time to cross
	Needed striped crosswalks or traffic signal
y⊒ F	Parked cars blocked our view of traffic
	rees or plants blocked our view of traffic
1	Needed curb ramps or ramps needed repair
S	Something else
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## 5. Was your walk pleasant?

☐ Yes	⊠ Some problems:
	Needed more grass, flowers, or trees
	☑ Scary dogs
	Scary people
	🔀 Not well lighted
	☑ Dirty, lots of litter or trash
	Dirty air due to automobile exhaust
	Something else Crosswalk paint not
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## 3. Did drivers behave well?

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	Did not yield to people crossing the street
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# How does your neighborhood stack up? Add up your ratings and decide.

1. 3	26-30	Celebrate! You have a great neighborhood for walking.
3. 4	21-25	Celebrate a little. Your neighborhood is pretty good.
4. 4.	16-20	Okay, but it needs work.
5. <u>0</u>	11-15	It needs lots of work. You deserve better than that.
Totali	5-10	It's a disaster for walking!

Now that you've identified the problems, go to the next page to find out how to fix them.

curb

# How walkable is your community?

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						11 0
1.	Did	vou	have	room	to	walk?

☐ Yes	☐ Some	problems:			
	☐ Sid	ewalks or paths started and stopped			
	Sidewalks were broken or cracked				
	Sidewalks were blocked with poles, signs, shrubbery, dumpsters, etc.  No sidewalks, paths, or shoulders  Too much traffic				
	☐ Son	mething else			
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## 4. Was it easy to follow safety rules? Could you and your child...

Yes	□ No	Cross at crosswalks or where you could see and be seen by drivers?
Yes	□ No	Stop and look left, right and then left again before crossing streets?
Yes	☐ No	Walk on sidewalks or shoulders facing traffic where there were no sidewalks?
Yes	☐ No	Cross with the light?
Rating: (circle one) 1 2 3 4 5 6		Locations of problems:

## 2. Was it easy to cross streets?

Yes	☐ Some p	oroblems:
	☐ Road	l was too wide
		fic signals made us wait too long or did give us enough time to cross
	☐ Need	ded striped crosswalks or traffic signals
	Park	ed cars blocked our view of traffic
	☐ Tree	s or plants blocked our view of traffic
	☐ Need	ded curb ramps or ramps needed repair
	Som	ething else
Rating: (cir	cle one)	Locations of problems:
1 2 3 4	5/6	

## 5. Was your walk pleasant?

Yes	Some	problems:
	☐ Nee	ded more grass, flowers, or trees
	Scar	ry dogs
	Scar	ry people
	☐ Not	well lighted
	Dirt	y, lots of litter or trash
	Dirt	y air due to automobile exhaust
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## 3. Did drivers behave well?

Yes Some	problems: Drivers
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	d up to make it through traffic lights or ve through traffic lights?
☐ Son	nething else
Rating: (circle one)	Locations of problems:

# How does your neighborhood stack up? Add up your ratings and decide.

26-30	Celebrate! You have a great neighborhood for walking.
7 21-25	Celebrate a little. Your neighborhood is pretty good.
16-20	Okay, but it needs work.
11-15	It needs lots of work. You deserve better than that.
5-10	It's a disaster for walking!
	21-25 16-20 11-15

# How walkable is your community?

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	e problems:
. Sid	lewalks or paths started and stopped
⊠ Sio	dewalks were broken or cracked
	lewalks were blocked with poles, gns,shrubbery, dumpsters, etc.
	sidewalks, paths, or shoulders
□ To	o much traffic
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Rating: (circle one)	Locations of problems:
1 2 3 4 5 6	

Yes	□ No	Cross at crosswalks or where you could see and be seen by drivers?
Yes	□ No	Stop and look left, right and then left again before crossing streets?
Yes	□ No	Walk on sidewalks or shoulders facing traffic where there were no sidewalks?
Yes	☐ No	Cross with the light?
Rating: (cir 1 2 3 4	cle one) ) 5 6	Locations of problems:

Yes	Some problems:
1	Road was too wide
	Traffic signals made us wait too long or did not give us enough time to cross
	<ul> <li>Needed striped crosswalks or traffic signals</li> </ul>
	Parked cars blocked our view of traffic
	☐ Trees or plants blocked our view of traffic
	Needed curb ramps or ramps needed repair
	Something else
Rating: (circ	cle one) Locations of problems:

5. Was	your wa	alk pleasant?	
Yes	Some	problems:	
	₩ Nee	eded more grass, flowers, or trees	
	Sca	ry dogs	
	Sca	ry people	
	☐ Not	well lighted	
	Dire	ty, lots of litter or trash	
	☐ Dir	ty air due to automobile exhaust	
	Son Son	nething else	-
Rating: (cir 1 2 3 4	cle one) 5 6	Locations of problems:	

How does your neighborhood stack up?

Add up your ratings and decide.

Yes	Some problems: Drivers
1	☐ Backed out of driveways without looking
	☐ Did not yield to people crossing the street
	Turned into people crossing the street
	☐ Drove too fastp
	Sped up to make it through traffic lights or drove through traffic lights?

Something else

3. Did drivers behave well?

1. \_\_\_\_\_ 26-30 Celebrate! You have a great neighborhood for walking.
2. \_\_\_\_\_ 3. \_\_\_\_ 21-25 Celebrate a little. Your neighborhood is pretty good.
4. \_\_\_\_\_ 16-20 Okay, but it needs work.
5. \_\_\_\_\_ 11-15 It needs lots of work. You deserve better than that.
5-10 It's a disaster for walking!

Rating: (circle one)
1 2 3 4 5 6

Locations of problems:

# How walkable is your community?

Lo	C	a	ti	0	n	of	M	la	11	<
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Rating Scale:

1 2 3 4 5 6

awful many some good very good excellent

1.	Did	you	have	room	to	wal	k?
restor		21-1					

Yes Some	e problems:
☐ Sid	lewalks or paths started and stopped
☐ Sid	lewalks were broken or cracked
	lewalks were blocked with poles, ns,shrubbery, dumpsters, etc.
☐ No	sidewalks, paths, or shoulders
Too	o much traffic
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Rating: (circle one) 1 2 3 4 5 6	Locations of problems:
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## 4. Was it easy to follow safety rules? Could you and your child...

	,	
Yes	☐ No	Cross at crosswalks or where you could see and be seen by drivers?
Yes Yes	□ No	Stop and look left, right and then left again before crossing streets?
Yes	☐ No	Walk on sidewalks or shoulders facing traffic where there were no sidewalks?
Yes	☐ No	Cross with the light?
Rating: (circ	cle one)	Locations of problems:

## 2. Was it easy to cross streets?

Yes Som	e problems:
R	oad was too wide
	affic signals made us wait too long or did of give us enough time to cross
□ N	eeded striped crosswalks or traffic signals
☐ Pa	arked cars blocked our view of traffic
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Rating: (circle one) 1 2(3) 4 5 6	Locations of problems:

## 5. Was your walk pleasant?

Yes Some	problems:
Ne	eded more grass, flowers, or trees
☐ Sca	ary dogs
☐ Sca	ary people
□ No	t well lighted
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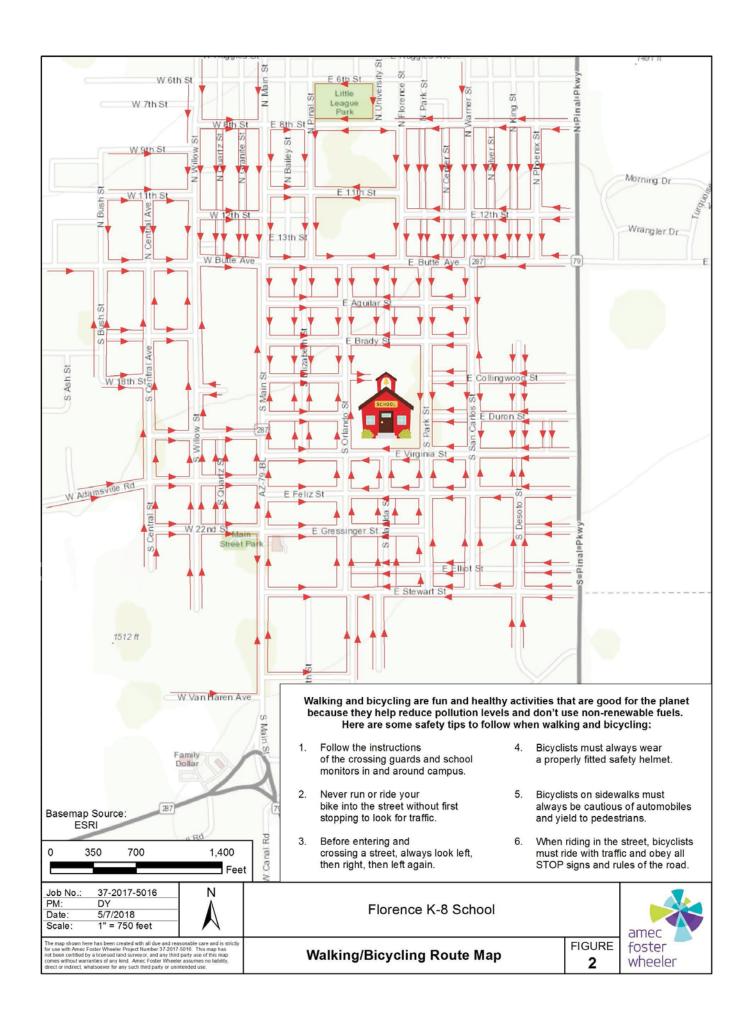
## 3. Did drivers behave well?

Yes S	ome problems: Drivers
	Backed out of driveways without looking
	Did not yield to people crossing the street
	Turned into people crossing the street
	Drove too fastp
	Sped up to make it through traffic lights or drove through traffic lights?
	Something else
Rating: (circle one)	Locations of problems:
100	

# How does your neighborhood stack up? Add up your ratings and decide.

1	26-30	Celebrate! You have a great neighborhood for walking.
3	21-25	Celebrate a little. Your neighborhood is pretty good.
4//_	16-20	Okay, but it needs work.
5 Total:	11-15	It needs lots of work. You deserve better than that.
	5-10	It's a disaster for walking!

Appendix E - Walking and Biking Map



## Anthem K-8 Safe Routes to School Study



Final Report June 2018

## PREPARED FOR:

Town of Florence



Florence Unified School District



PREPARED BY:



In association with:



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Appendix B – Traffic, Pedestrian and Bicycle Count Data

Appendix C – Student and Parent Survey Sheets

Appendix D – Walkability Checklist Results

Appendix E – Walking and Biking Map

### **Executive Summary**

Anthem Elementary School is located at 2700 N Anthem Way in Florence, Arizona. The school is bounded by Anthem Way to the west and American Way to the South. Hunt Highway and Merrill Ranch Parkway, which are both main thoroughfares for the area, are 0.5 miles to the west and 0.2 miles to the north of the school property, respectively. There are ample wide sidewalks, trails, and bike lanes that connect neighborhoods and the school. Anthem Way and American Way experience high-speed traffic and the intersection of these roadways is a concern to the school and parents.

The school conducted two surveys: The Student Travel Survey is an in-class, teacher-led 'show of hands' survey about students' travel modes to and from school. The Parent Survey asks parents a variety of questions relating to their opinions and feelings about why they allow – or don't allow – their child(ren) to walk or bike to school. The Student Survey yielded the following results:

	Direction of Travel		
Transportation Mode	To School	From School	
Walk	12%	14%	
Bicycle	5%	6%	
Ride the Bus	50%	52%	
Are Driven - Family Vehicle	30%	25%	
Are Driven - Carpool	1%	1%	
Ride a Scooter or Skateboard	2%	2%	

Based on observations of student pickup and drop-off activities, field reviews, and input from parents and school and Town personnel, the following recommendations were developed:

- Crossing guard training/procedures and safety gear
- Crossing guard safety gear
- Pedestrian and bicycle education, including bicycle skills/rodeos:
- Hold walking/biking competitions
- Walking school bus and bike trains
- Volunteer Police Officers
- Speed Feedback Trailer
- Add times to school speed limit signage
- Restripe lane markings
- Install stop bars at crosswalk approaches
- Update signage
- Restripe crosswalks

## Acknowledgements

The following individuals were core team stakeholders for this planning effort:

- Jennifer Evans, Management Analyst, Town of Florence
- Leah Alisa, Principal, Anthem K-8 School
- Elwin Longnion, Assistant Principal, Anthem K-8 School
- Mark Lamas, Transportation Director, Florence Unified School District

### Additional team stakeholders included:

- Lt. Terry Tryon, Florence Police Department
- Officer Jeff Palmer, Florence Police Department
- Chris Salas, Florence Town Engineer
- Christian Collins, Florence Public Works Department
- Dan Cisco, Florence Public Works Department

### Introduction

Wood (Amec Foster Wheeler) and Greenlight Traffic Engineering have been retained by the Maricopa Association of Governments (MAG) to perform a Safe Routes to School (SRTS) study for two schools within the Florence Unified School District (FUSD) in Florence, Arizona (Town). Florence K-8 and Anthem K-8 were studied as part of this project and safety recommendations for each school were documented in separate reports. This report provides recommendations for the Anthem K-8 school.

### Safe Routes to School (SRTS) Study Background

As part of the 2015 Strategic Transportation Safety Plan, MAG established a regional goal to "promote and administer Safe Routes to School (SRTS) framework studies to identify school traffic issues". SRTS studies are initiated by local agencies in partnership with schools and school districts to promote and encourage walking and biking to school. Conducting SRTS studies is a proactive approach to identifying safety improvements for K-8 students walking and biking to and from school. The study team provides an independent assessment at each school and community. The recommendations from the studies can be prioritized into near-term and long-term implementation time frames and used as a tool by local agencies, schools, and school districts to leverage local, state, or federal-aid funding.

Strategies and improvements recommended by a SRTS study can include roadway improvements in coordination with the Town, on-site improvements in coordination with the FUSD or safety strategies and education for students and parents. The recommendations fit into one or more of the "Six E" categories; Engineering, Education, Enforcement, Encouragement, Evaluation and Equity.

According to the MAG SRTS Studies Fact Sheet published in July 2017, the purposes of SRTS studies are the following:

- Encourage walking and biking to school
- Prioritize improvements
- Leverage funding
- Promote partnerships
- Identify effective solutions unique to each school
- Streamline and expedite the improvement process

MAG and the Town, in coordination with the school, have developed a list of tasks required to be completed for this SRTS study, including;

- Establish SRTS Stakeholders Group: Identify stakeholders that can provide input on safety
  concerns within the study area. Stakeholders for SRTS studies can include, but is not limited to,
  school and school district faculty, parents, crossing guards, law enforcement and community
  leaders. This core team will participate in study meetings and will aid in the development of
  effective and useful recommendations.
- **Data Collection**: Traffic, bicycle and pedestrian counts are to be performed at locations where vehicle ingress and egress and bicycle and pedestrian traffic are substantial.
- SRTS Survey Collection: Parents and students attending the school are distributed surveys prepared by the National Center for Safe Routes to School regarding the mode of transportation

- the student is using to travel to and from the school. Results from the surveys are summarized and used in the development of safety strategies.
- Existing Conditions Assessment: The study team will collect all relevant existing information for
  the study area. A review of documents, existing studies, crash data and school procedures will be
  conducted first. This will also include a review of existing school resources such as bike locker
  locations, crossing guard locations and pedestrian and bicycle access locations. An observation of
  student pick-up and drop-off procedures will be conducted to observe the interactions between
  vehicle, pedestrian and bicycle traffic.
- Walking and Biking Assessment: A "walk-about" is conducted to observe the routes that students
  take to access the school on foot or by bicycle. The study team and stakeholders are encouraged
  to participate in this exercise to help identify all potential safety concerns. Walking and biking
  route maps will be developed based on the observations and recommendations stemming from
  this assessment.
- **Neighborhood Meeting**: This meeting will be held during evening hours to solicit input from a larger audience on walking and biking issues.
- **Prepare Study Report**: This document will include an action plan, walking and biking route map, and recommendations to increase walking and biking to school.

### State and Federal Support

The Fixing America's Surface Transportation (FAST) Act authorized a set-aside of Surface Transportation Block Grant (STBG) program funding for Transportation alternatives (TA), which are used to support the SRTS Program. The MAG region receives an annual allocation of TA funding from the Arizona Department of Transportation (ADOT). MAG manages the funds with oversight from municipality staff representatives. MAG member agencies are eligible to submit SRTS applications for utilizing this funding to help schools and communities promote the health and safety of K-8 students, with the call for new projects occurring each August. Funding can be used to develop SRTS studies, infrastructure improvements that promote and encourage walking and biking to school, and educational materials.

In 2018, MAG will administer 10 SRTS projects within member jurisdictions, equating to more than \$460,000. Through fiscal year 2020, MAG will administer 27 SRTS projects equating to approximately \$1.3 million.

#### SRTS Team

The SRTS core team should consist of four or more of the following representatives:

- SRTS Coordinator/Encourager
- School Principal
- Teachers
- Parents
- Students
- Local Law Enforcement
- Local Road Agency
- Local Planner/Engineer

For Anthem K-8, the SRTS core team included the following representatives:

#### Florence Unified School District

Mark Lamas, Director of Transportation and Support Services, mlamas@fusdaz.org

#### Anthem K-8 School

Leah Alisa, Principal, lalisa@fusdaz.org, School Team Leader Elwin Longnion, Assistant Principal, elongnion@fusdaz.org

#### Town of Florence

Jennifer Evans, Management Analyst, Jennifer. Evans@florenceaz.gov, Stakeholders Team Leader

### **Kick-Off Meeting**

A project kick-off meeting was held on Friday December 19, 2017 at the Florence Community Center. The purpose of the meeting was to review the scope and schedule for the SRTS studies for the Florence and Anthem K-8 schools. The project team also took time to emphasize the importance of involvement from safety stakeholders including teachers, parents and school administrators to the SRTS study. The complete minutes from the meeting are provided in Appendix A of this document.

The following project team members were present at the kick-off meeting:

- Maricopa Association of Governments: Margaret Boone
- Town of Florence Jennifer Evans
- Greenlight Traffic Engineering Mike Blankenship, Scott Kelley

## Anthem K-8 Location and Demographics

#### Site Location

Anthem K-8 is located at 2700 N Anthem Way in Florence, Arizona. The school is bounded by Anthem

Way to the west and American Way to the South. Hunt Highway and Merrill Ranch Parkway, which are both main thoroughfares for the area, are 0.5 miles to the west and 0.2 miles to the north of the school property, respectively. The study area (outlined by the walking boundary) and school property are shown on Figure 2.

### Site Location

Student demographics for Anthem K-8 were obtained from the MAG Read On Arizona MapLIT Viewer interactive mapping tool.

Total K-8 enrollment for 2016, the last reported year in the mapping tool, was 778 students, with 311 students in Kindergarten through 3<sup>rd</sup> grade. Total enrollment from 2011-2016 is shown in Figure 1.



Anthem K-8

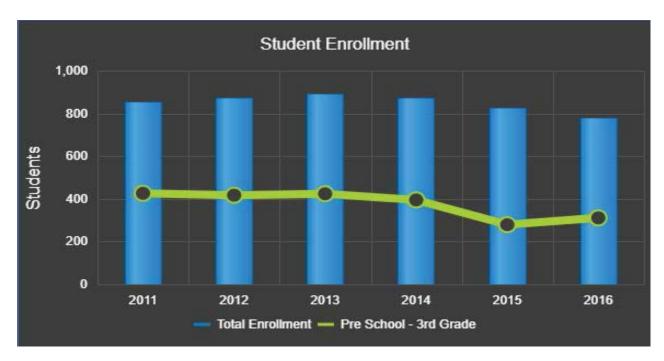


Figure 1: Anthem K-8 Total Enrollment 2011-2016

### Study Area

The study area for Anthem K-8 is outlined by the walking boundary shown on Figure 2. Anthem K-8's enrollment area is dominated by master-planned suburban development. There are ample wide sidewalks, trails, and bike lanes that connect neighborhoods and the school. Anthem Way and American Way experience high-speed traffic and the intersection of these roadways is a concern to the school and parents. AK8's challenges deal primarily with the intersection of Anthem Way and American Way -- specifically, vehicle speeds and conflicts with student pedestrians during the morning arrival and afternoon dismissal times.

All boundaries in the Florence Unified School District are open and parents can request their student(s) attend any school in the district. However, the FUSD will only provide transportation to the homeschool for a given student. Figure 3 shows the Anthem K-8 transportation boundary for bussing.

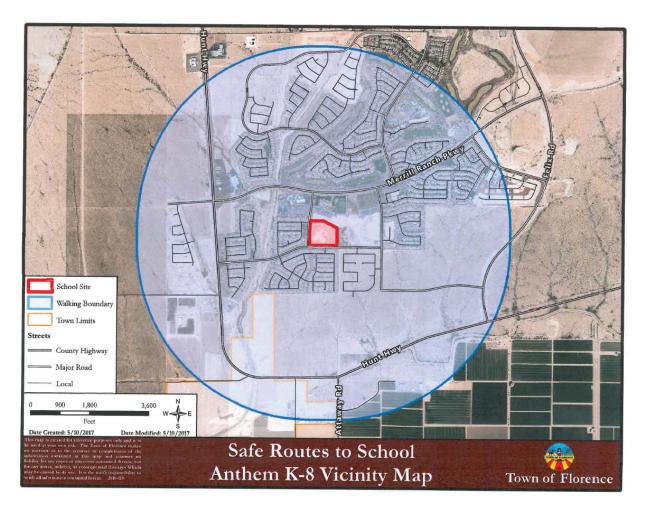


Figure 2: Anthem K-8 Vicinity Map

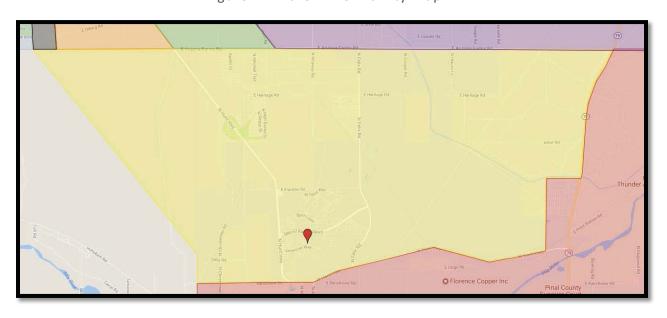


Figure 3: Anthem K-8 Transportation Boundary

### Adjacent Transportation Network

### Roadways

American Way is a three-lane east-west roadway south of the school property. The posted speed limit on American Way is 35 mph outside of the school zone, and 15 mph within the school zone. The current cross-section of American Way includes pavement, bike lane, curb and gutter and sidewalk. The pavement is approximately 45 feet wide with travel lane and bike lane markings. Sidewalks are approximately 8 feet wide. Crosswalks are present along American Way at Anthem Way.

Anthem Way is a three-lane north-south roadway west of the school property. The posted speed limit on Anthem Way is 35 mph outside of the school zone, and 15 mph within the school zone. The current cross-section of Anthem Way includes pavement, bike lane, curb and gutter and sidewalk. The pavement is approximately 48 feet wide with travel lane and bike lane markings. Sidewalks are approximately 8 feet wide. Crosswalks are present along Anthem Way at American Way, the school driveway entrance and at Congressional Way.



Pedestrians at Anthem Way & American Way Intersection

#### Crosswalks

In addition to the crosswalks listed in the section above, there are crosswalks present at the following locations:

- American Way at Potomac Drive
- South School Driveway (bus queue) entrance and exit

The Anthem Way and American Way and the Anthem Way and Congressional Way crosswalks are monitored by crossing guards during student ingress and egress times. Many students, as well as other users, travel through these intersections daily.

## **Existing School Conditions and Procedures**

### Circulation and Signage

Anthem Elementary School is located at 2700 N Anthem Way in Florence, Arizona. The school property is bounded by Anthem Way and American Way to the west and south, respectively. The posted speed limit on American Way and Anthem Way is 35 mph outside of the school zones and 15 mph within the school zones.

Portable "roll out" signs that state "STOP When Children in Crosswalk" are utilized on American Way at Anthem Way and on Anthem Way at Congressional Way. Rollout signs were observed along the Anthem Way driveway entrance to the school indicating where student drop-off is permitted.

Crosswalks with school crossing signs (Manual on Uniform Traffic Control Devices Sign S1-1) are present on American Way at Anthem Way and at Potomac Drive, and on Anthem Way at Congressional Way. Crosswalks are also present on school property along the Anthem Way driveway entrance to the school, as shown in the adjacent figure. No pedestrian signage was observed at these crosswalks.

### Driveways and Parking

The main driveway entrance and parking lot for the school is accessible off Anthem Way between Congressional Way and American Way. The parking lot is used by both parents and school faculty. The driveway is used for student drop-off and pick-up. An additional driveway and parking lot is located off American Way at Potomac Drive. This parking lot is used primarily by school faculty, while the driveway is used almost exclusively for bus loading and unloading. The two driveways are highlighted on Figure 4.

Street parking is not permitted along American Way or Anthem Way and is enforced by "No Parking" signage.



Figure 4: Anthem K-8 Transportation Boundary

### Crash Analysis

A review of the most recent 5 years of crash data using ADOT's crash database showed no pedestrian or bicyclist crashes on the streets surrounding the Anthem K-8 boundaries.

### Student Drop-Off and Pick-Up

The school opens for student arrival at 7:55 am with classes beginning at 8:15 am. Crossing guards monitor the crosswalks between 7:45 and 8:15 am. Students are dismissed from school at 3:20 pm and the crosswalks are monitored between 2:55 and 3:25 pm.

Students who walk or ride their bike home are released prior to students who ride the bus or are picked up by parents. The bicycle racks are located on the north side of the school near the main entrance.

Students can be dropped off and picked up at the main driveway off Anthem Way. The adjacent figure shows a typical afternoon pick-up line. Signage is present at the driveway entrances that states "No Parking / No Student Drop-Off". Further along the driveway, the signage states "Student Drop-Off Only" to indicate the acceptable location for student drop-off and pick-up. There is a crosswalk in the parking lot for faculty, students and parents to use during drop-off and pick-up operations.

School buses queue along the south driveway to drop off and pick up students. The designated bus loading zone is approximately 400 feet and is utilized by 7 bus routes that service the surrounding area.

Observations and discussions with school personnel indicated that vehicles queue in both directions on Anthem Way at the school driveway/Congressional Way intersection.



Afternoon pick-up line

### Bicycling and Walking Procedures

AK8 has done a great job of encouraging students to ride their bikes to school. Students who walk or ride their bike home are released prior to students who ride the bus or are picked up by parents. Walking and biking students enter and exit the school at the main school entrance on the north side of the property. The bicycle racks are located on the north side of the school near the main entrance. Crossing guards are present at:

- Anthem Way & American Way
- Anthem Way & Congressional Way

The school does not have a School Crossing Agreement with the Town of Florence. School Crossings on local roads should be authorized by the authority having jurisdiction over those roads to ensure the crossing location is appropriate, safe, and marked and signed properly. Figure 5. is an example Crossing Agreement from ADOT's Traffic Safety for School Areas Guidelines that can be utilized. These Guidelines can be found at:

https://www.azdot.gov/docs/business/adot-traffic-safety-for-school-area-guidelines.pdf

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		and to to the state of the stat	
			<b>(</b>
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□ RELOCATION			
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Figure 5: Sample Crossing Agreement

### School Safety Procedures

AK8 personnel give safety talks at the beginning of the school year on getting on and off the bus, when to arrive at school, and to follow directions of the crossing guards. Additionally, the FUSD Student Handbook lists safety guidelines for walkers, bicyclists, and students being dropped off by parents. The Handbook can be accessed at <a href="https://www.fusdaz.com/Page/586">https://www.fusdaz.com/Page/586</a>. The school also provides informal training to the crossing guards.

### Vehicle, Pedestrian and Bicycle Counts

Turning movement counts were conducted by United Civil Group on Tuesday December 5, 2017. Counts were conducted from 7:30-8:30 am and 3:00-4:00 pm to capture the student and parent ingress and egress times. The vehicle, pedestrian and bicycle counts were collected. The count values and locations are shown on Figure 6 and Figure 7 for the morning (AM) and afternoon (PM) peak times, respectively. Appendix B includes all traffic count data.

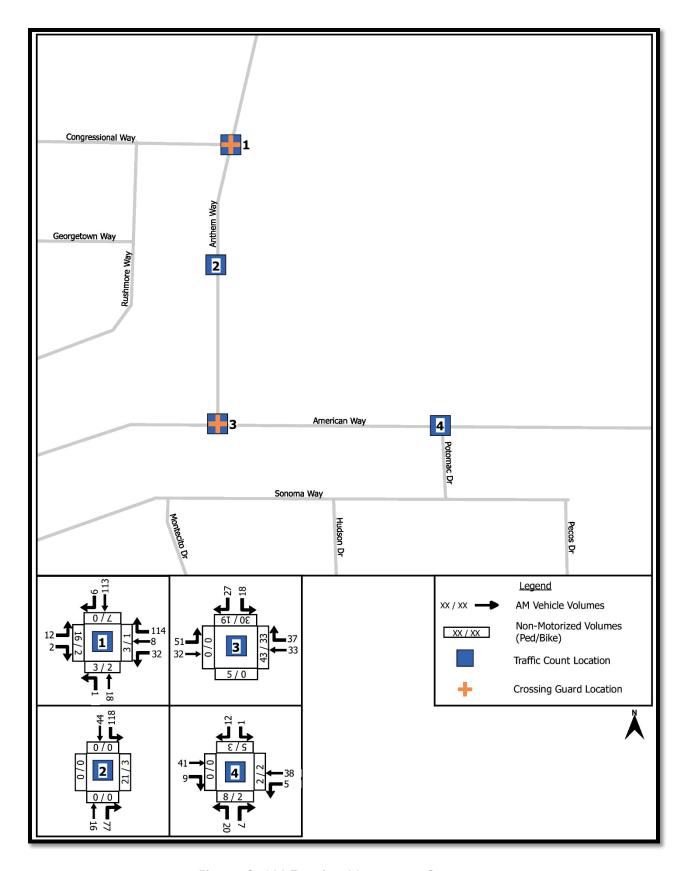


Figure 6: AM Turning Movement Counts

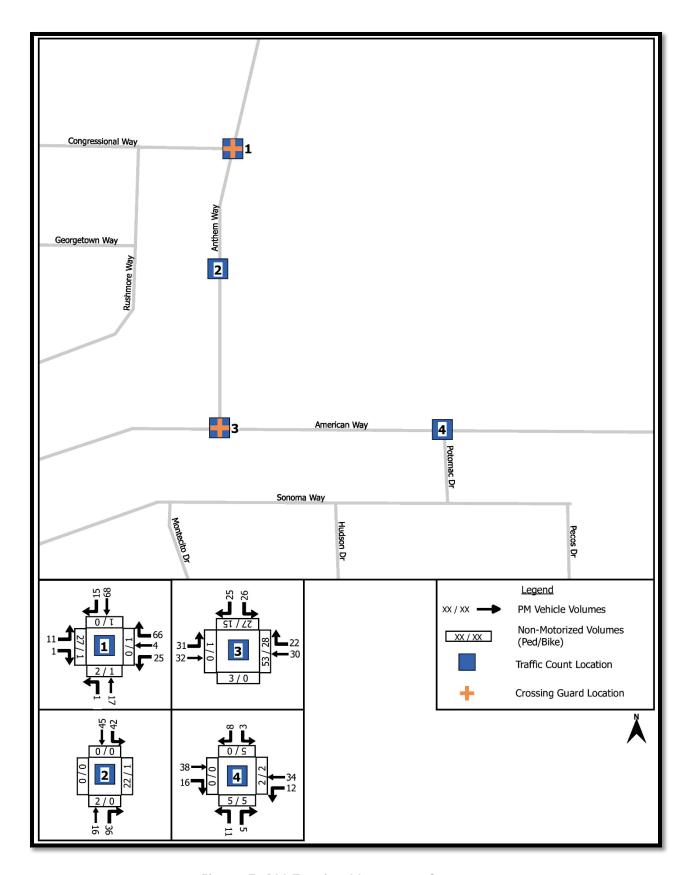


Figure 7: PM Turning Movement Counts

### Student and Parent Surveys

Are Driven - Family Vehicle

Ride a Scooter or Skateboard

Are Driven - Carpool

#### Student Travel Survey

The school conducted the NCSRTS Student Travel Survey (STS) in their classrooms, the results which subsequently were entered into the NCSRTS's data portal (www.saferoutesdata.org). The STS collects 'show of hand' data from students about their travel modes to and from school. Teachers surveyed students across 29 classes to determine how many walk, ride a bicycle, and are driven to school. The results of those surveys are shown in Table 1.

Direction of TravelTransportation ModeTo SchoolFrom SchoolWalk12%14%Bicycle5%6%Ride the Bus50%52%

30%

1%

2%

25%

1%

2%

Table 1: Student Survey Results – Transportation To/From School

#### Parent Survey

School staff also distributed the NCSRTS Parent Survey, which asks parents a variety of questions relating to their opinions and feelings about why they allow – or don't allow – their child(ren) to walk or bike to school. Parent Surveys also were distributed by the SRTS Plan team at school/community meetings. Eleven parents representing children from kindergarten through 3<sup>rd</sup> grade completed the parent survey for AK8. Findings from the survey include (numbers may add to more than 100 percent due to multiple choices selected):

Table 2: Parent Survey	Results – Transpor	tation To/From School

Student Transportation Mode	Parent Response
Walk	36% to 45%
Bicycle	18%
Ride the Bus	18%
Are Driven - Family Vehicle	45% to 72%

- 54 percent said their student had requested permission to walk or bike to/from school in the last year.
- 45 percent of parents reported that they would not allow their child at any grade level to walk or bike to/from school without an adult.
- Of those parents who would allow their child to walk or bike to/from school without an adult, the majority indicated that by sixth grade or higher is when they would feel comfortable allowing their child to walk or bike to/from school without an adult.
- The main reasons parents reported that their children do not walk to school are concerns with lack of sidewalks/pathways (55%), safety of intersections and crossings along their route (45%), distance (45%),

the speed of traffic along their route (45%), oncerns about violence or crime (27%), and amount of traffic along route (27%).

#### "Walkabouts"

A "walkabout" is a site assessment conducted while walking. They are essential for identifying and understanding pedestrian and bicyclist travel/safety challenges. Conducting these assessments allows us to craft the right context-sensitive solutions for school areas. The SRTS Plan team conducted a walkabout at the school on February 13, 2018, and were very fortunate to have had strong participation from the following Stakeholders:

Anthem K-8 School: Leah Alisa

American Leadership Academy: Matthew Daniel Town of Florence: Jennifer Evans Florence Unified School District: Mark Lamas Town of Florence Police Department: Jeff Palmer

Town of Florence Development Services: Christian Collins, Dan Cisco

We used the Walkability Checklist as our assessment instrument, which asks the users/ respondents the following questions:

- 1. Did you have room to walk?
- 2. Was it easy to cross streets?
- 3. Did drivers behave well?
- 4. Was it easy to follow safety rules (for you and your child)?
- 5. Was your walk pleasant?

Each question is scored on a 1 to 6 scale, with 1 being "awful" and 6 being "excellent." The average of the walkabout team scores was 25.2, with 30 being an "excellent" score. This is a score that has no units and is used only to compile a snapshot of the opinions of the respondents and to calculate a baseline score for future comparison. The lowest rankings were given to "Did drivers behave well" and "Was it easy to cross streets" with scores of 4.4 and 4.5, respectively.

Appendix D has the individual Walkability Checklist forms.

#### Site Observations

Observations and discussions with crossing guards indicated:

- Crossing guard mentioned that the intersection did not get too busy with students and that the students were good at waiting for the guard and following crossing rules (e.g., dismounting bikes when crossing).
- 2) Bike racks were full and well secured
- 3) None of the crossing guards were observed wearing reflective vests, some wore dark colors



- 4) Most students that biked and walked appeared to be coming from the south
- 5) Lane line striping is fading and needs to be refreshed. Suggest using thermoplastic within the school zones. Yellow crosswalks could also use a striping refresh.

Crossing guard without safety vest

- 6) 12 inch to 24 inch stop bars might be appropriate for all crosswalk approaches, possibly set back further than 4 feet
- 7) Sidewalk was generally wide (8 foot) within the vicinity of the school. Trees for shade were planted adjacent to the sidewalk
- 8) Bike lanes were provided for both directions of travel on the primary roadways
- 9) Good use of portable signs along the primary roadways
- 10) Golf carts were observed commuting to the school for drop offs
- 11) The crossing guard at the school ingress was directing northbound right and southbound left turning vehicles. The crossing guard mentioned that there is a bus that picks up high school students just north of the ingress during the AM peak. Vehicles have previously been observed passing the school bus on the left while students are loading onto the bus while the bus STOP sign and flashers are activated.
- 12) 3 to 4 cars queued for the northbound right and 6 to 7 cars queued for the southbound left at the project ingress
- 13) Many of the school zone and other signs in the area are faded and need to be replaced. Some signs are not MUTCD compliant.
- 14) Crossing guards indicated that there is a police presence approximately once per month
- 15) Heavy ingress traffic ended at approximately 8:15
- 16) School zones were not well delineated, and signage did not indicate the times that the school zone speed limit should be observed (signs show "Mon Fri" only)
- 17) Limited street lighting in the residential areas to the west
- 18) At parent drop off entrance driveway:
  - a. Principal stated that there are conflicts with parents wanting to make lefts/right turns into the driveway (coming from opposite directions on Anthem Way). She instructs her crossing guard not to direct traffic, but to focus on crossing kids safely.
  - b. Queue along northbound Anthem Way waiting to make right turn into driveway can sometimes back up to American Way intersection
  - c. Sometimes parents drop off along Anthem way to avoid turning into driveway.
- 19) At parent drop off exit driveway:
  - a. Traffic turning right out of driveway will proceed even if crossing guard is stopping north/south traffic along Anthem Way for kids to cross
  - Pedestrians come from dog park to cross at crosswalk not a concern except during pick-up and drop-off when cars are using driveway
- 20) Unused crosswalk near bus drop-off



American Way speed limit sign

a. Police officer informed that it should be painted white if not manned by crossing guard. Principal said that it is not manned, and kids are not supposed to enter school from there – have to cross at Anthem/American crosswalk to enter in front of school.

### 21) Anthem Way/American Way intersection

- a. Suggestions were made to move the crosswalk on American Way to the east side of Anthem Way so kids walking on the south sidewalk of American Way only have to cross a street once. There may be some utilities to deal with to accommodate a new curb ramp if this new crosswalk is provided.
- b. The speed feedback trailer on westbound American Way could be moved closer to the school

### Walking and Bicycling Map

A Walking and Bicycling route map was developed for Anthem K-8 based on observations from this study. This map is provided in Appendix E of this report.

### **Community Meetings**

The SRTS Plan team participated in school/community meetings on February 27, 2018 at its Bingo for Books event. The Team provided general information to parents and school staff about the SRTS study and distributed Parent Surveys. An aerial map was used for discussion purposes. The adjacent figure shows a SRTS team member at this event.



Florence SRTS team member at Anthem's "Bingo for Books" event

### **Action Plan**

#### The 6Es

The recommendations contained in this Plan follow the "6E's" of traffic safety: education, enforcement, engineering, encouragement, evaluation, and equity. The 6E's are the cornerstone of the Safe Routes to School (SRTS) Program and are endorsed by the National Center For Safe Routes To School (NCSRTS; www.saferoutesinfo.org), which is a division of the University of North Carolina Highway Safety Research Center. The goal of the Plan is to recommend proven solutions that make sense for the community and for the school.



A bike rodeo

<u>Education</u>: Teach students and community members about walking and biking safely. Train crossing guards in safe traffic control techniques. Education can happen through in-school curriculum, bike/ped safety assemblies, newsletter blurbs, tips sheets, and send-home flyers.

Encouragement: Get students and parents excited about walking and biking by hosting special events,

walking school buses and bike trains, holding schoolwide competitions, or celebrating walking and biking with student art or other projects.

<u>Enforcement</u>: Reduce negative behaviors such as speeding, double parking, or disobeying traffic signals by working with local law enforcement. Officers can attend walking events to monitor speeding activity or to build relationships with school children and neighbors.

<u>Engineering</u>: Improve the physical walking and biking environment. Schools can work with local government agencies to determine if infrastructure improvements are needed to encourage students to walk or bike to school safely.



A "Golden Sneaker" trophy

<u>Evaluation</u>: Check to see if your strategies are working! Schools and local governments can record walking and biking rates, parent concerns, and traffic data to evaluate the success of a SRTS program. Evaluation activities can help set goals and establish baseline data for planning projects.

<u>Equity</u>: Ensuring that Safe Routes to School initiatives are benefiting all demographic groups, with particular attention to ensuring safe, healthy, and fair outcomes for students with disabilities, low-income students, Native American students, students of color, female students, LGBTQ students, students whose families speak a language other than English, homeless students, and other demographic groups. MAG Crossing Guard training materials are available in English and Spanish, helping to address the Equity E.

**Table 1** provides a SRTS Action Plan for Anthem K-8 School that identifies the key issues and recommended SRTS strategies to address the issue. The Action Plan can be used by the school's SRTS Stakeholders Team to identify strategies that the different partners can pursue to improve the safety of students walking and biking to/from the school. For each strategy, specific action steps are identified as well as the partner from the SRTS Stakeholders Team who would be responsible for leading implementation of the strategy, a potential funding source (if applicable), an implementation timeframe, and a method to evaluate the progress and effectiveness of the recommended strategy or set of strategies. Each issue has a recommended strategy or set of strategies that consider approaches related to education, encouragement, enforcement, or engineering; some strategies consider multiple approaches.

#### **Strategy Implementation Lead**

The strategy implementation lead who is identified in the Action Plan is often dictated by the type of strategy being implemented and the location of the recommended strategy. Anything related to infrastructure on a public roadway around the school is the responsibility of the Town of Florence. Any infrastructure on school property, including school buses and associated infrastructure, is the responsibility of FUSD. Any school-specific procedures, policies and staff arrangements are the responsibility of the school.

#### **Implementation Timeframe**

The implementation timeframe of each strategy was identified based on the level of effort and/or funding that would be required to implement the strategy. Strategies identified as near-term

are those that require minimal effort to implement. Strategies identified for long-term implementation are those that should go through a formal evaluation and planning process to implement and may require input from a larger stakeholder group than those identified in the SRTS Stakeholders Team; any strategy requiring a significant infrastructure investment is identified for long-term implementation.

#### **Evaluation**

The 'Evaluation' column in the Action Plan identifies a method that the SRTS Stakeholders Team can pursue to evaluate the progress and effectiveness of the recommended strategy or set of strategies. As noted in the implementation timeframe discussion, it will be important to evaluate the effectiveness of some strategies to know whether additional or more drastic strategies need to be pursued to address the issue.

Two key tools to support evaluation are the Parent Survey and Student Travel Tally that were conducted during this study. These tools can help quantitatively track progress of SRTS efforts at the school by tracking actual student walking and biking numbers as well as parent perceptions of walking and biking over time. Ideally, as more SRTS strategies are implemented and a SRTS culture is built at the school, the Student Travel Tally should reflect positive results with a greater percentage of students reporting walking and biking to/from school. Similarly, positive results could be reflected in the Parent Survey by having fewer parents indicate that they would never be comfortable letting their students walk or bike to/from school and having fewer parents indicate concerns with safety of walking and biking on the survey. As such, the SRTS team should consider conducting these two surveys annually as strategies from the SRTS Action Plan are implemented.

#### Table 3: Anthem K-8 SRTS Action Plan

		Strategies									
# enssl	Issue	Recommended Strategy	Education	Encouragement	Enforcement	Engineering	Tasks	Lead	Potential Funding Source	Timeframe	Evaluation
1	Crossing guards not properly outfitted; Observed improper crossing operations.	Provide safety vests and crossing guard training.	x				Standardize crossing guard training and utilize MAG training resources. The MAG training and material is provided at no charge to FUSD. However, costs for travel, etc. would need to be programmed by FUSD.	FUSD	FUSD	Near-term	Observe guards for continued adherence to proper crossing guard tasks and rules.
2	One crossing guard controlled the intersection of Anthem Way/American Way, which has two crosswalks. A question was raised by the Town regarding the number of crossing guards required. A suggestion was made to move the crosswalk to the east side of Anthem Way, since most of the pedestrian traffic comes from east of this intersection. Utilities are a definite issue in that location because of the APS transformer, cable junction box, telephone junction box and other utilities. It was also suggested that a flashing beacon may be needed here.	Utilities may be an issue in moving the crosswalk to the east side of the intersection, where a new curb ramp would need to be installed. Two crossing guards are recommended for complex crossings or crossings with four or more lanes. Flashing beacons are not recommended as there is already adequate signage, both fixed and roll-out signs. Over signage can create confusion and disregard for traffic control devices.				x	Coordinate with Town Engineering staff to assess the feasibility of relocating the American Way crosswalk to the east side of the intersection. If the school considers this a complex crossing, two crossing guards should be considered for this location.	Town, School, FUSD	Town/FUSD	Long-term	Observe for reduction in number of pedestrianvehicle conflicts.
3	The crossing guard mentioned that there is a bus that picks up high school students just north of school driveway, and vehicles have been observed passing the school bus on the left while the bus STOP sign and flashers are activated.	Enforce school bus no passing law.			x		Partner with Town Police to provide periodic enforcement at this bus stop.	School, Town	N/A	Near-term	Observe for reduction in passing school buses.

		Strategies									
#enssl	Issue	Recommended Strategy	Education	Encouragement	Enforcement	Engineering	Tasks	Lead	Potential Funding Source	Timeframe	Evaluation
4	Pavement markings are faded. Lane line striping is fading and needs to be refreshed.	Refresh pavement markings, including lane lines and crosswalk markings. Use thermoplastic within the school zones.				X	Refresh pavement markings on a regular cycle.	Town	Town	Near-term	Conduct periodic reviews of pavement marking visibility.
	Some signage is faded and worn. In addition, current school zone speed limit signs on Anthem Way and American Way show "Mon-Fri" only.	An inventory of signs on the streets adjacent to the school should be taken to determine all signs that need to be replaced.				х	Conduct sign inventory and replace signs as needed.	Town	Town	Long-term	Conduct periodic reviews of sign legibility and MUTCD compliance.
5	way show Mon-Fri Only.	Install school zone signs that identify specific times when school is in session and the times the reduced speed limit is enforced.				X	Replace school speed zone signs.	Town	Town	Near-term	
6	Observed motorists encroaching into the crosswalks.	Install stop bars at crosswalk approaches to alert drivers of an upcoming crosswalk and encourage them to stop/yield for pedestrians prior to entering the crosswalk.				х	Install stop bars in advance of crosswalks.	Town	Town	Near-term	Observe for yielding compliance.
	Appropriateness of marked crossing at Potomac Drive and American Way.	Remove crosswalk marking with next overlay project or other project to completely remove markings.				х	Review Town CIP or other funding opportunity for future overlay project.	Town	Town	Long-term	Observe pedestrians are crossing at the appropriate location at Anthem Way and American Way.
7		Provide a crossing guard in the interim condition.	X				Review of staff resources and training of staff utilizing MAG training resources.	School/FUSD	FUSD	Near-term	Observe use of crossing guard staff this location until such time markings can be removed. Monitor numbers utilizing this crossing in the interim condition.

		Strategies									
#enssl	Issue	Recommended Strategy	Education	Encouragement	Enforcement	Engineering	Tasks	Lead	Potential Funding Source	Timeframe	Evaluation
8	Speeding in school zones.	Volunteer or off-duty police officers can be stationed in police cars at the crosswalks along American Way and Anthem Way. This can be a traffic calming measure as vehicles tend to slow down when they see a police car. The officer can also be utilized to enforce traffic laws through warnings and tickets.			х		Partner with Town Police to provide periodic speed enforcement.	Town	GOHS	Near-term	Observe for reduction in speeds in school zones.
		Utilize the Town's speed feedback trailer by periodically locating it on the approaches to the school zones.			х		Coordinate with Town Police to utilize the speed feedback trailer.	Town	GOHS	Near-term	
	Encourage students to walk and bike to school.	Provide incentives to walk/bike.	х	х			Organize a semi-annual walk/bike to school day where there is a celebration at the start of school (may include others in celebration such as elected officials, police, firefighters, etc.).	School	Town MAG SRTS	Near-term	Use annual Student Tally to measure increase in walking and biking to school.
				х			Initiate a "Golden Sneaker" contest, with a trophy given to the classroom having the highest participation in walking/biking to school over a two-week period.	School	FUSD MAG SRTS	Near-term	Use annual Student Tally to measure increase in walking and biking to school.
9			х	x			Conduct bicycle rodeos to teach bicyclists (and pedestrians) valuable safety skills; they can be combined with school fundraising events, too.	FUSD	FUSD MAG SRTS	Long-term	Use annual Student Tally to measure increase in walking and biking to school.
		Organize ways to improve the perception of walking and biking safety and security.	х	х			Initiate a walking school bus or bike train program where groups of students who live in the same area are set up with a parent or an older student who will lead the group to and from school each day.	School	School MAG SRTS	Near-term	Use annual Parent Survey to measure increase in parent perception of level of safety during walking/biking.
			х	х			Host a SRTS National Course workshop: These daylong SRTS workshops are a good opportunity to educate school staff, district administrators, government officials, and the media about the benefits of pedestrian and bicycle safety. Partner with neighboring communities schools.	FUSD	MAG SRTS	Long-term	Use annual Parent Survey to measure increase in parent perception of level of safety during walking/biking.

### Funding Sources and Opportunities

Some of the strategies – mainly those identified as education, encouragement and enforcement strategies – do not necessarily require funding to implement, as they are largely strategies related to processes, police coordination, and partnerships; however, some of the strategies, including most of the engineering strategies, will likely require some source of funding to implement.

There are a variety of potential funding sources to support the implementation of the strategies identified in the Action Plan. Similar to the identification of the strategy lead for implementation, the identification of the potential funding source is largely driven by the location of the strategy; for example, any strategy involving a public roadway will have to be pursued by the Town of Florence while any strategy involving infrastructure within school property will be the responsibility of FUSD. Based on the identification of the 'Potential Funding Source' in the Action Plan (Table 1), the following funding sources may be available and can be pursued by the SRTS Stakeholder Team partners when applicable.

#### State

#### Arizona Governor's Office of Highway Safety (GOHS)

The Arizona GOHS is a cabinet agency that focuses on highway safety issues and provides leadership by developing, promoting, and coordinating programs; influencing public and private policy; and increasing public awareness of highway safety. GOHS grant funding is based on the Federal fiscal year calendar which begins on October 1st of each year and ends on September 30th. Grants for the Federal fiscal year are awarded for a one-year period. Applying for a GOHS grant begins with submission of a proposal and signed cover letter. Grant applications are available for download in PDF format on the GOHS website beginning in January. There are eight categories for grant programs funded by GOHS; of those eight, two of them may be relevant for SRTS – Pedestrian and Bicycle Safety (PS) and Police Traffic Services/Speed Control (PTS). The PS category funds traffic safety programs such as bicycle rodeos for schools or other programs that are designed to increase safety awareness and skills among pedestrians and bicyclists. There is also funding for bicycle helmets and helmet fittings for children in need. Programs funded in this category are required to include both education and enforcement elements to increase safety awareness and address driver behavior. The PTS program focuses on enforcing and encouraging compliance with traffic laws through selected enforcement and education. The grant funding can be used to pay overtime for officers and/or equipment (speed measuring devices, computers, and motorcycles) to conducted enhanced enforcement for a particular issue.

#### Regional

### Design Assistance Program (MAG DA)

Infrastructure projects related to bike, pedestrian, and shared-use facilities can be funded through the MAG Design Assistance Program. This program was initiated to encourage the development of pedestrian and bike facilities and stimulate integration of facilities into the planning and design of all types of projects. Projects using design assistance funds focus on developing preliminary scoping documents for a bike and/or pedestrian facility project. A request for projects for Design Assistance funding is released by MAG in May each year. Types of projects that are eligible for Design Assistance funding include: projects that facilitate safe crossings and access to bike/pedestrian facilities, bike and pedestrian access to transit, and bike and pedestrian facility construction and improvements (sidewalk improvements, bike lanes and shoulders, safety improvements, and signing, marking and wayfinding).

#### Transportation Alternatives Funding (MAG TA)

MAG receives an annual allocation of TA funding from ADOT that can be used to support SRTS projects. The Town of Florence, as a MAG member agency, is eligible to submit applications for this funding in partnerships with schools or school districts to use for infrastructure improvements that promote and encourage walking and biking to school as well as for non-infrastructure needs such as educational materials, trainings, data gathering and analysis, SRTS program support and others. The call for projects for TA funding typically begins in August in conjunction with the Transportation Improvement Program (TIP) Modal programming process.

#### Non-Infrastructure SRTS/Support Activity Projects (MAG SRTS)

MAG identifies funding set-aside (equal to nine percent of the total TA funding) to fund qualifying SRTS projects that would involve ONLY non-infrastructure projects, or 'Support Activity Projects.' Support Activity Projects are those considered to fund specific activities with the goal of encouragement, education, enforcement and evaluation activities. Examples include: yellow school crossing roll-out signs, crossing guard safety apparel, modest volunteer incentives for encouragement activities, bike helmets, and agency police staff overtime to assist with SRTS activities, among others.

#### **Crossing Guard Training Workshops**

Crossing Guard Training Workshops provide basic education and training to school crossing guards, thus meeting a basic but essential step to ensure that crossing guards do not compromise their own safety nor that of K-8 school children while performing their duties. All K-8 schools may utilize this workshop to train their school crossing guards free of charge. Workshops are typically held one to two weeks before the start of the school year; in 2018, the workshop will be held in Phoenix on July 26, Peoria on July 31 and Mesa on August 2. More information on the annual training workshops can be found at <a href="mailto:srts.azmag.gov">srts.azmag.gov</a>.

#### Local

#### Town of Florence Capital Improvement Program (CIP)

The Town CIP can be leveraged to support the implementation of some of the SRTS strategies identified that involve Town-owned roadways. The Town has an annual budgeting process that identifies the departmental budgets and the programs and projects that will be funded for the next fiscal year. The CIP may be a potential source of funding for capital projects on public roadways including intersections, sidewalks or ramps, striping (including crosswalks) and signage.

#### **Non-Transportation Funding**

#### Centers for Disease Control and Prevention (CDC) Grant

The CDC's Office of Financial Resources awards and administers grants and cooperative agreements to state and local governments, domestic non-profits/educational institutions, and domestic for-profit groups with projects that support the mission of promoting health and quality of life by preventing and controlling disease, injury, and disability. Grants and cooperative agreements provide the means to transfer money, technical assistance, and expertise to partners in exchange for their contributions to federal public health goals and objectives.

# Appendices

Appendix A – Kickoff Meeting Agenda and Minutes

Appendix B – Traffic, Pedestrian and Bicycle Count Data

Appendix C – Student and Parent Survey Sheets

Appendix D – Walkability Checklist Results

Appendix E – Walking and Biking Map

Appendix A – Kickoff Meeting Agenda and Minutes

### **AGENDA**

### **Safe Routes to School Study**

For

### Florence K-8 & Anthem K-8 Elementary Schools, Florence Unified School District In the Town of Florence MAG Task Order No. 0735-01.SR1803

Subject: SRTS Study Kick-Off Meeting

Location: Florence Community Center, 778 N. Main Street, Ruggles 2 Room

Date/Time: Tuesday December 19, 2017, 10:00 to 11:30 A.M.

1.	Introductions	Jennifer Evans, Town of Florence
2.	Purpose of the Study	Mike Blankenship, Greenlight TE
3.	SRTS – What it is and why it is important	Mike Blankenship, Greenlight TE
4.	Roles and Responsibilities	Margaret Boone, MAG Project Manager
5.	<ul> <li>Key Action Items and Events</li> <li>Data Collection</li> <li>Surveys</li> <li>Existing Information (see attachment)</li> <li>Observations</li> <li>Walking/Biking Assessment</li> <li>Neighborhood Meeting</li> <li>Document Review</li> <li>Comment Resolution Meeting</li> </ul>	Mike Blankenship
6.	Stakeholder Discussion	Principal, School Staff, District Staff, Parents, Town
7.	Next Steps	Mike Blankenship
8.	Questions	All

### **Stakeholders Group Contact Information**

# For Florence K-8 & Anthem K-8, Florence Unified School District In the Town of Florence

#### Town of Florence

- Jennifer Evans, Management Analyst; Town of Florence, Stakeholder Team Leader <u>jennifer.evans@florenceaz.gov</u>, 520-868-7549
- Sgt. Renee Klix, Florence Police Department <a href="mailto:renee.klix@florenceaz.gov">renee.klix@florenceaz.gov</a>

#### Florence Unified

 Mark Lamas, Director of Transportation and Support Services, Florence Unified School District mlamas@fusdaz.org

#### Florence K-8

- Art Moncibaez, Florence K-8 Administration, School Team Leader <a href="mailto:amoncibaez@fusdaz.org">amoncibaez@fusdaz.org</a>
- Deanna Potter, Florence K-8 Principal <a href="mailto:dpotter@fusdaz.org">dpotter@fusdaz.org</a>
- Betty Stoupa, Florence K-8 Crossing Guard

#### Anthem K-8

- Elwin Longnion, Anthem K-8 Administration, School Team Leader <a href="mailto:elongnion@fusdaz.org">elongnion@fusdaz.org</a>
- Carla Foss, Anthem K-8 Crossing Guard

### Maricopa Association of Governments (MAG)

Margaret Boone, PE, ITS & Safety Engineer mboone@azmag.gov, 602-452-6300

#### MAG Consultant: Wood, Greenlight Traffic Engineering & United Civil Group

- Mike Blankenship, PE mikeb@greenlightte.com, 623-308-6523
- Scott Kelly, PE, PTOE scottk@greenlightte.com, 602-499-1339
- Brian Fellows brian.fellows@woodplc.com, 602-502-2904
- Sarah Simpson, PE sarah@unitedcivilgroup.com, 602-643-0028

# Attachment Task 5a: Compile Existing Information

# Safe Routes to School Study For

# Florence K-8 & Anthem K-8 Elementary Schools, Florence Unified School District In the Town of Florence

- Existing School policies and programs related to SRTS (School)
- School site plans (District)
- School arrival and dismissal times (School, District)
- Locations of building entrances and exits (School) for; pick-up and drop-off, students walking, and students biking (bike rack locations)
- Walking/Bicycling boundaries (District, School)
- Number of buses picking up or dropping off students and locations of loading/unloading zones
- Number, locations, and duration of school crossing guards (School)
- Existing School Crossing Agreement (Town Traffic Engineer, School District)
- Established parking regulations and pick-up/drop-off procedures (Town, School Administration)
- Pedestrian/vehicle and bicycle/vehicle crash data, if available (Town)

# Attachment Schedule

### Safe Routes to School Study For Anthem K-8 and Florence K-8, Florence Unified School District

### In the Town of Florence

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Task 2: Establish Stakeholders Group, Kick-off meeting																						
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Task 2b: Conduct SRTS Study Kick-off Meetings (#1)			Μ																			
Task 3: Data Collection						d																
Task 4: Surveys & SRTS Tools						D				D												
Task 5: Assessment of Issues and Barriers - Existing Conditions Memo										D	R	R										
Task 5a: Compile Existing Information						D																
Task 5b: Study Area Inventories						D																
Task 5c: Pick-up and Drop-off Site Observations																						
Task 6: Walking/Biking Assessment (#2) & Meeting #3								D														
Task 6a: Walking/Biking Assessment (Meeting #2)									М				D									
Task 6b: Neighborhood Meeting (#3)														М								
Task 7: Develop Draft Study and Route Maps															D							
Task 8: Draft SRTS Study Review and Meeting #4																R	R	R	М			
Task 9: Finalize SRTS Study Document																						F

d - Deliver data

M – Meeting

P – Progress Report

R – Review by Team

D – Draft document, memo, or meeting materials

F – Final SRTS Study Report document

# Safe Routes to School Study for Florence K-8 & Anthem K-8 Elementary Schools in the Town of Florence MAG Task Order No. 0735-0I.SR1803

### **Kickoff Meeting Minutes**

Date of Meeting Tuesday December 19, 2017 – 10:00 to 11:30 AM

**Location** Florence Community Center, Ruggles 2 Room

778 N. Main Street, Florence

Subject Project Kickoff Meeting

Participants Maricopa Association of Governments (MAG) – Margaret Boone

**Town of Florence** – Jennifer Evans **Florence K-8 School** – Art Moncibaez

Greenlight Traffic Engineering - Mike Blankenship, Scott Kelley

Date of Issue December 21, 2017

The purpose of the meeting was to kickoff this Safe Routes to School (SRTS) project by reviewing scope of work and preliminary schedule.

### 1. Purpose of the SRTS Study

The overall goal of this study is to develop recommendations to improve the safety of students walking and biking to school. Generally, when safety is improved, more students will walk and bike to school, which has several benefits:

- Improved children's health
- Less traffic congestion near the school
- Improved air quality

Recommendations can include improvements in the public right-of-way by the Town, school site improvements, and recommendations for parents. Recommendations from SRTS studies can be used in applying for funding from various sources, including MAG's SRTS program. This funding can be used for infrastructure projects such as school crosswalks and roll-out signs, and non-infrastructure projects like crossing guard safety vests and stop paddles.

#### 2. Roles and Responsibilities

Margaret Boone will serve as the MAG project manager, guiding the consultant team which includes:

- o Greenlight Traffic Engineering
- o Amec Foster Wheeler
- United Civil Group

While the study is being led by MAG and its consultant team, it is ultimately a Town and Schools project. As such, an objective of the study is to foster communication and coordination between the Town and Schools. Communications to and from the Consultant should be copied to Margaret Boone at MAG. The Town and Schools are the project champions that will be responsible for implementing recommendations, so it is crucial that these key stakeholders stay involved during the 5-month study to provide input. The following stakeholders have been identified; we would like the names of additional stakeholders that should be included in this process, including key parent champions:

- Jennifer Evans, Management Analyst; Town of Florence, Stakeholder Team Leader
- Jess Knudson, Assistant Town Manager, Town of Florence (will be replaced)
- Sgt. Renee Klix, Florence Police Department
- Mark Lamas, Director of Transportation and Support Services, FUSD
- Art Moncibaez, Florence K-8 Administration, School Team Leader
- Betty Stoupa, Florence K-8 Crossing Guard
- Elwin Longnion, Anthem K-8 Administration, School Team Leader (will be replaced)
- Carla Foss, Anthem K-8 Crossing Guard
- Town Public Works contact (to be determined)

Jennifer Evans from the Town will contact the school and district stakeholders not in attendance to provide information discussed at the kick off meeting.

#### 5. Key Action Items and Events

a. Data Collection

UCG has collected video for AM and PM counts of vehicles, pedestrians, and bicyclists at locations highlighted on the attached maps. This data is being analyzed and summarized. Mark indicated crossing concerns at the Main Street/Aguilar Street intersection where no crossing guards are stationed.

#### b. Surveys

Student tally sheets will be distributed to the schools for teachers to ask students questions and record the numbers on a Tuesday, Wednesday, and/or Thursday. A Parent Survey will be distributed to the schools to be sent home with students, asking for 1 survey per family to be completed, either online or using the printed copy. Surveys are to be completed by the end of February (see attached Surveys). Notification and distribution options include the weekly email blast that the schools send, and at parent-teacher conferences in February.

c. Existing Information - This information has been requested to be delivered to the Consultant team via e-mail, copied to the MAG project manager no later than January 12, 2018

Information that needs to be captured includes:

- Existing School policies and programs related to SRTS (School)
- School site plans (District)
- School arrival and dismissal times (School, District)
- Locations of building entrances and exits (School) for; pick-up and drop-off, students walking, and students biking (bike rack locations)
- Walking/Bicycling boundaries (District, School)

- Number of buses picking up or dropping off students and locations of loading/unloading zones
- Number, locations, and duration of school crossing guards (School)
- Existing School Crossing Agreement (Town Traffic Engineer, School District)
- Established parking regulations and pick-up/drop-off procedures (Town, School Administration)
- Pedestrian/vehicle and bicycle/vehicle crash data, if available (Town Police may have crash reports)

Jennifer will communicate these needs to Mark Lamas, and Greenlight and/or MAG will follow-up with Mark to discuss these needs.

#### d. Observations

Greenlight will have a team observing during the school site arrivals and departures. The team will call the schools 1 day before the scheduled observations to make them aware of our presence, and the team will check-in at the schools on the observation days. Tentative schedule is the last week of January/first week of February.

#### e. Walking/Biking Assessment

The consultant team will assess transportation routes within the study boundary of the schools to assess the walking and biking friendliness. Parents are welcomed and encouraged to join the team to provide input on safety concerns. 1 mile is typically the walking/biking boundary around the schools, but this can vary due to other barriers (arterials, highways, other). Tentative schedule is February into the first week of March.

### f. Neighborhood Meeting

The consultant team will present findings from the school site observations and the walking/biking assessments to parents, school staff, and the Town to solicit feedback. This meeting is typically held at the schools during evening hours. Tentative schedule is early March.

#### g. Document Development

A draft study report will be developed to identify strategies to increase the number of children who walk and bike to school. The report will include a school walking and biking route map. Stakeholders will review the report for adjustments and revisions.

#### h. Comment Resolution Meeting

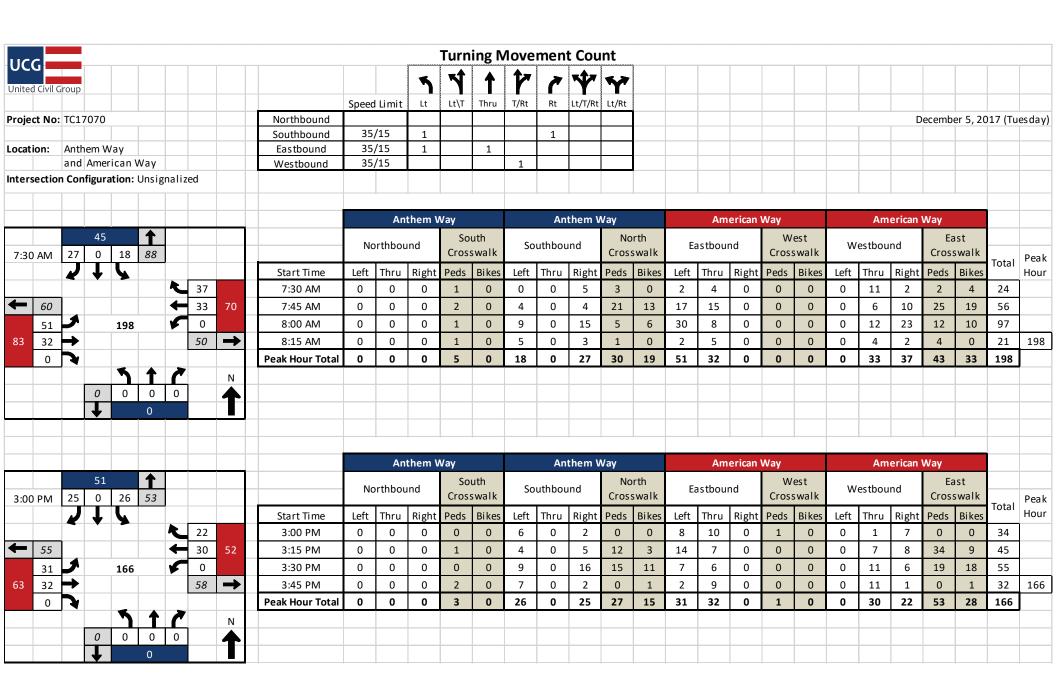
This meeting of the study team will address how to resolve issues voiced by stakeholders, parents, etc. to finalize the study document. Tentative schedule is to hold this meeting on an early release day (Wednesday, April 11 at 2:00 PM), with the Town, School Principals, and other key School staff participating.

#### 6. Additional Discussion

Margaret highlighted the MAG school crossing guard training and resources. School children start arriving at campus at 7:15 AM, even though the campus does not open until 7:50 AM. There is a before and after school program that parents are not utilizing, possibly due to cost. School lets out at 3:20 PM, with kindergarten and 1<sup>st</sup> grade bus dismissal is at 3:10 PM. Buses arrive at 7:45 AM, even though campus doesn't open until 7:50 AM. The bus area is not enclosed, which creates safety concerns.

Appendix B – Traffic, Pedestrian and Bicycle Count Data

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### Appendix C – Student and Parent Survey Sheets

# Safe Routes to School Students Arrival and Departure Tally Sheet

School Name:  Teacher's First Name:  Teacher's Last Name:  Grade: (P(X,1,2,3)	+ C/	API	TA	LL	ET	ΓEF	S (	ON	ILY	<b>'</b> — J	BL	JE (	OR	BL	AC	K J	NK	( 0	NL	1																	+	
Please conduct these counts on two of the following three days Tuesday, Wednesday, or Thursday. (Three days would provide better data if counted)  Please do not conduct these counts on Mondays or Fridays.  Before asking your students to raise their hands, please read through all possible answer choices so they will know their choices. Each Student may only answer once.  Ask your students as a group the question "How did you arrive at school today?"  Then, reread each answer choice and record the number of students that raised their hands for each. Place just one character or number in each box.  Follow the same procedure for the question "How do you plan to leave for home after school?"  You can conduct the counts once per day but during the count please ask students both the school arrival and departure questions.  Please conduct this count regardless of weather conditions (i.e., ask these questions on rainy days, too).  Step 1.  Till in the weather conditions and number of students in each class  Am — "How do you plan to leave for home after school?" Record the number of hands for each answer.  PM — "How do you plan to leave for home after school?" Record the number of hands for each answer.  PM — "How do you plan to leave for home after school?" Record the number of hands for each answer.  PM — "How do you plan to leave for home after school?" Record the number of hands for each answer.  Sample AM S N 2 0 2 2 3 8 8 3 3 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	School Na	me	: _				_											Tea	che	er's	Fir	st	Nar	ne:		_	1	Tea	ich	er's	La	st N	lan	ie:			_	_
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Please list any disruptions to these counts or any unusual travel conditions to/from the school on the days of the tally.	Thurs. P	M			Ш																																	
	Please	lis	t ar	ıy (	disr	upt	ion	s to	o th	ese	e co	un	ts o	r aı	ny	unı	sua	al tı	rave	el c	ond	liti	ons	to	/fro	m	the	sc	ho	ol o	n th	ne c	lay	s of	the	tall	y.	
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Parent Survey About Wa	lking and Biking to School
	ing and biking to school. This survey will take about 5 - 10 minutes to lool your children attend. If more than one child from a school brings a hday from today's date.
After you have completed this survey, send it back to the school with confidential and neither your name nor your child's name will be asso <b>Thank you for participating in this survey!</b>	
+ CAPITAL LETTERS ONLY - BLUE OR BLACK INK C	NLY +
School Name:	
	<u> </u>
1. What is the grade of the child who brought home this surv	Grade (PK,K,1,2,3)
2. Is the child who brought home this survey male or female	? Male Female
3. How many children do you have in Kindergarten through 8	g <sup>th</sup> grade?
4. What is the street intersection nearest your home? (Provide	the names of two intersecting streets)
a	nd
Place a clear 'X' inside box. If you make a mistake, fill	the entire box, and then mark the correct box.
5. How far does your child live from school?	
Less than ¼ mile 1/2 mile up to 1 mile	More than 2 miles
1 mile up to ½ mile 1 mile up to 2 miles	Don't know
Place a clear 'X' inside box. If you make a mistake, fill 6. On most days, how does your child arrive and leave for scl	
Arrive at school	Leave from school
Walk	Walk
Bike	Bike
School Bus	School Bus
Family vehicle (only children in your family)	Family vehicle (only children in your family)
Carpool (Children from other families)	Carpool (Children from other families)
Transit (city bus, subway, etc.)	Transit (city bus, subway, etc.)
Other (skateboard, scooter, inline skates, etc.)	Other (skateboard, scooter, inline skates, etc.)
+ Place a clear 'X' inside box. If you make a mistake, fill t	
7. How long does it normally take your child to get to/from s	
Travel time to school	Travel time from school
Less than 5 minutes	Less than 5 minutes
5 – 10 minutes	5 – 10 minutes
11 – 20 minutes	11 – 20 minutes
More than 20 minutes	More than 20 minutes
Don't know / Not sure	Don't know / Not sure
+	+

+	+
8. Has your child asked you for permission to walk or bike to/from school in the last year? Yes No	
9. At what grade would you allow your child to walk or bike to/from school without an adult?	
(Select a grade between PK,K,1,2,3) grade (or) I would not feel comfortable at any grade	
Place a clear 'X' inside box. If you make a mistake, fill the entire box, and then mark the correct box	
10. What of the following issues affected your decision to allow, or not allow, your child to walk or bike to/from school? (Select ALL that apply)  11. Would you probably let your child walk or bike to/from school if this problem were changed or improved? (Select ALL that apply)	
My child already walks or bikes to/from school	
Distance	
Convenience of driving	
Time	
Child's before or after-school activities	
Speed of traffic along route	
Amount of traffic along route	
Adults to walk or bike with	
Sidewalks or pathways	
Safety of intersections and crossings	
Crossing guards	
Violence or crime	
Weather or climate	
+ Place a clear 'X' inside box. If you make a mistake, fill the entire box, and then mark the correct box	
12. In your opinion, how much does your child's school encourage or discourage walking and biking to/from school?	
Strongly Encourages Encourages Neither Discourages Strongly Discourages	
13. How much fun is walking or biking to/from school for your child?	
Very Fun Fun Neutral Boring Very Boring	
14. How healthy is walking or biking to/from school for your child?	
Very Healthy Healthy Neutral Unhealthy Very Unhealthy	
+ Place a clear 'X' inside box. If you make a mistake, fill the entire box, and then mark the correct box	+
15. What is the highest grade or year of school you completed?	
Grades 1 through 8 (Elementary)  College 1 to 3 years (Some college or technical school)	
Grades 9 through 11 (Some high school)  College 4 years or more (College graduate)	
Grade 12 or GED (High school graduate)  Prefer not to answer	
16. Please provide any additional comments below.	

### Appendix D – Walkability Checklist Results

# oility.

# How walkable is your community?



**Rating Scale:** 



## 1. Did you have room to walk?

<b>Yes</b>	☐ Some problems:
	Sidewalks or paths started and stopped
	Sidewalks were broken or cracked
	<ul> <li>Sidewalks were blocked with poles, signs, shrubbery, dumpsters, etc.</li> </ul>
	No sidewalks, paths, or shoulders
	☐ Too much traffic
	Something else
) - 41 (-1	I and in a family

4.	Was it easy to follow safety	rules?
	Could you and your child	

☐ Yes	🗷 No	Cross at crosswalks or where you could see and be seen by drivers?
Yes Yes	₩ No	Stop and look left, right and then left again before crossing streets?
Yes Yes	☐ No	Walk on sidewalks or shoulders facing traffic where there were no sidewalks?
Yes	☐ No	Cross with the light?
Rating: (circ 1 2 3 4	cle one) 5 6	Locations of problems:

# Rating: (circle one) 1 2 3 4 5 6

☐ Yes

### 2. Was it easy to cross streets?

Some problems:

	Road was too wide	
	Traffic signals made us wait too long not give us enough time to cross	or did
	☐ Needed striped crosswalks or traffic	signals
	Parked cars blocked our view of traff	ıc
	☐ Trees or plants blocked our view of tr	affic
	Needed curb ramps or ramps needed	repair
	Something else	
Rating: (circ	e one) Locations of problems:	
1 2 3 4	6	

## 5. Was your walk pleasant?

Yes Yes	☐ Some	problems:
V	☐ Nee	eded more grass, flowers, or trees
	Sca	ry dogs
	Sca	ry people
	☐ Not	well lighted
	Dir	ty, lots of litter or trash
	Dir	ty air due to automobile exhaust
	☐ Sor	nething else
Rating: (cir		Locations of problems:
1 2 3 4	5 6	-

## 3. Did drivers behave well?

☐ Yes	Some     Som	problems: Drivers
	☐ Bac	ked out of driveways without looking
	Did Did	not yield to people crossing the street
	<b>™</b> Tur	ned into people crossing the street
	☐ Dro	ve too fastp
		ed up to make it through traffic lights or ve through traffic lights?
	☐ Son	nething else
Rating: (circ	le one)	Locations of problems:
1 2 3 4	5 0	Section 11

1	26-30	Celebrate! You have a great neighborhood for walking.
3.	21-25	Celebrate a little. Your neighborhood is pretty good.
4	16-20	Okay, but it needs work.
5 Total:	11-15	It needs lots of work. You deserve better than that.
Concentration Constitute in	5-10	It's a disaster for walking!

# How walkable is your community?

						E.		15 15
8	500	200	31	110	317	no.	wa	10
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Rating Scale: 1 2 3 4 5 6 awful many some good very good excellen

1.	Did	vou	have	room	to	walk?	>
-	1 00	y	1100				,

Yes	☐ Some problems:			
	Sidewalks or paths started and stopped			
	Sidewalks were broken or cracked			
	<ul> <li>Sidewalks were blocked with poles, signs, shrubbery, dumpsters, etc.</li> </ul>			
	No sidewalks, paths, or shoulders			
9	☐ Too much traffic			
	Something else			
Rating: (cir	cle one) Locations of problems:			
1 2 3 4	5(0)			

# 4. Was it easy to follow safety rules? Could you and your child...

Yes	□ No	Cross at crosswalks or where you could see and be seen by drivers?
X Yes	☐ No	Stop and look left, right and then left again before crossing streets?
Yes Yes	☐ No	Walk on sidewalks or shoulders facing traffic where there were no sidewalks?
☐ Yes	No No	Cross with the light?
Rating: (cir 1 2 3 4	cle one) 5(6	Locations of problems:

### 2. Was it easy to cross streets?

☐ Yes	Some problems:
	Road was too wide
	Traffic signals made us wait too long or did not give us enough time to cross
	Needed striped crosswalks or traffic signals
	Parked cars blocked our view of traffic
	Trees or plants blocked our view of traffic
	Needed curb ramps or ramps needed repair
	Something else CONFUSING (ROSSWALKS
Rating: (circ	le one) Locations of problems:

### 5. Was your walk pleasant?

Yes	Some	problems:
	☐ Nee	ded more grass, flowers, or trees
	Sca	ry dogs
	Sca	ry people
	☐ Not	well lighted
	☐ Dir	ty, lots of litter or trash
	☐ Dir	ty air due to automobile exhaust
	☐ Sor	nething else
Rating: (cir 1 2 3 4		Locations of problems:
	- (5)	MR. AS ABSELTED DESIGN

# 3. Did drivers behave well?

1 2 3 4 5 6

Yes	Some p	problems: Drivers			
	Backed out of driveways without look				
	Did :	not yield to people crossing the street			
	Turn	ed into people crossing the street			
	Drove too fastp				
	Sped up to make it through traffic lighted drove through traffic lights?				
	☐ Som	ething else			
Rating: (circle	e one)	Locations of problems:			

1.6 XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	26-30	Celebrate! You have a great neighborhood for walking.
3. 6	21-25	Celebrate a little. Your neighborhood is pretty good.
4	16-20	Okay, but it needs work.
56 Total: 28	11-15	It needs lots of work. You deserve better than that.
	5-10	It's a disaster for walking!

Lo	ca	ti	on	of	wa	Ik
Rest Wall	Pr 27	4	O I I	VI	BACT	8118

**Rating Scale:** 

1.	Did	you	have	room	to	walk	?
----	-----	-----	------	------	----	------	---

<b>Yes</b>	Some problems:
	Sidewalks or paths started and stopped
	Sidewalks were broken or cracked
	Sidewalks were blocked with poles, signs,shrubbery, dumpsters, etc.
	No sidewalks, paths, or shoulders
	☐ Too much traffic
	Something else
Rating: (cir	cle one) Locations of problems:

# 4. Was it easy to follow safety rules? Could you and your child...

Yes	☐ No	Cross at crosswalks or where you could see and be seen by drivers?
Yes Yes	□ No	Stop and look left, right and then left again before crossing streets?
Yes Yes	No	Walk on sidewalks or shoulders facing traffic where there were no sidewalks?
Yes	☐ No	Cross with the light?
Rating: (circle one) 1 2 3 4 5 6		Locations of problems:

### 2. Was it easy to cross streets?

Yes Yes	☐ Some problems:
	Road was too wide
	Traffic signals made us wait too long or did not give us enough time to cross
	☐ Needed striped crosswalks or traffic signals
	Parked cars blocked our view of traffic
	Trees or plants blocked our view of traffic
	Needed curb ramps or ramps needed repair
	Something else
Rating: (cir	cle one) Locations of problems:

# 5. Was your walk pleasant?

Z Yes	Some	problems:	
	☐ Ne	eded more grass, flowers, or trees	
	☐ Sca	ary dogs	
	☐ Sca	ary people	
	☐ No	t well lighted	
	☐ Dir	ty, lots of litter or trash	
	Dir	ty air due to automobile exhaust	
	Son	mething else	
Rating: (circle one) 1 2 3 4 <b>⑤</b> 6		Locations of problems:	skriga unita

3. Dia a	rivers	benave well!
Yes	Some	problems: Drivers
	☐ Bac	ked out of driveways without looking
	☐ Did	not yield to people crossing the street
	Tur	ned into people crossing the street
	Dro	ove too fastp
		ed up to make it through traffic lights or we through traffic lights?
	☐ Sor	mething else
Rating: (circl	le one)	Locations of problems:

1. 5	26-30	Celebrate! You have a great
2. 5		neighborhood for walking.
3. 5	21-25	Celebrate a little. Your neighborhood is pretty good.
4	16-20	Okay, but it needs work.
5 Total: 26	11-15	It needs lots of work. You deserve better than that.
	5-10	It's a disaster for walking!

# How walkable is your community?

Yes

Rating: (circle one)

1 2 3 4/5

☐ No

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4. Was it easy to follow safety rules?

1. D⁄id y	ou have room to walk?	
Yes	☐ Some problems:	
	Sidewalks or paths started and stopped	
	Sidewalks were broken or cracked	
	Sidewalks were blocked with poles, signs, shrubbery, dumpsters, etc.	
	No sidewalks, paths, or shoulders	
1	☐ Too much traffic	
	Something else	
Rating: (cir		

Coul	d you	and your child
Yes	☐ No	Cross at crosswalks or where you could see and be seen by drivers?
Yes	□ No	Stop and look left, right and then left again before crossing streets?
Yes	No No	Walk on sidewalks or shoulders facing

Cross with the light?

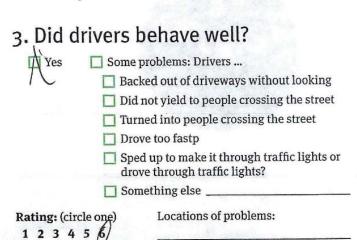
Locations of problems:

Z. WWUJ	iccusy	to cross streets.
Y Yes	Some	problems:
	☐ Roa	d was too wide
	1000	fic signals made us wait too long or did give us enough time to cross
	☐ Nee	ded striped crosswalks or traffic signals
	☐ Par	ked cars blocked our view of traffic
	☐ Tree	es or plants blocked our view of traffic
	☐ Nee	ded curb ramps or ramps needed repair
	Son	nething else
Rating: (cir	cle one)	Locations of problems:
1 2 3 4	(3 6	

2 Was it easy to cross streets?

5. Was y	our walk pleasant?	
Yes	☐ Some problems:	
	Needed more grass, flowers, or trees	
	Scary dogs	
	Scary people	
	☐ Not well lighted	
	☐ Dirty, lots of litter or trash	
	☐ Dirty air due to automobile exhaust	
	Something else	
Rating: (circl		

How does your neighborhood stack up?



Add up you	rrating	gs and decide.
1. 28	26-30	Celebrate! You have a great neighborhood for walking.
3	21-25	Celebrate a little. Your neighborhood is pretty good.
4	16-20	Okay, but it needs work.
5 Total:	11-15	It needs lots of work. You deserve better than that.
	5-10	It's a disaster for walking!

# ow walkable is your

					qi.				0			11	15	
1	10	6	2	r	ı	0	m	0	1	W	2	8	ь	e.
<b>1</b> -	V	60	€.A	e,	Ш	U	8.5	1	1	WW	CI	4	П	ø

Rating: (circle one)

1 2 3 4 5 6

Locations of problems:

Rating Scale: very good excellent awful some good many problems problems 4. Was it easy to follow safety rules? 1. Did you have room to walk? Could you and your child... Yes Yes Some problems: Sidewalks or paths started and stopped Cross at crosswalks or where you could see ☐ No Sidewalks were broken or cracked and be seen by drivers? Sidewalks were blocked with poles, Stop and look left, right and then left X Yes No signs, shrubbery, dumpsters, etc. again before crossing streets? No sidewalks, paths, or shoulders Yes □ No Walk on sidewalks or shoulders facing traffic where there were no sidewalks? Too much traffic Cross with the light? Something else \_ ☐ Yes No Rating: (circle one) Locations of problems: Locations of problems: Rating: (circle one) 1 2 3 4 5 6 1 2 3 4 5 6 2. Was it easy to cross streets? 5. Was your walk pleasant? Yes Some problems: ☐ Yes Some problems: Needed more grass, flowers, or trees Road was too wide Scary dogs Traffic signals made us wait too long or did not give us enough time to cross Scary people Needed striped crosswalks or traffic signals Not well lighted Parked cars blocked our view of traffic Dirty, lots of litter or trash Trees or plants blocked our view of traffic Dirty air due to automobile exhaust Needed curb ramps or ramps needed repair Something else Something else Locations of problems: Rating: (circle one) Rating: (circle one) Locations of problems: 1 2 3 4 5 6 1 2 3 4 5 6 How does your neighborhood stack up? 3. Did drivers behave well? Add up your ratings and decide. Yes Some problems: Drivers ... Mon Backed out of driveways without looking Celebrate! You have a great Did not yield to people crossing the street 26-30 neighborhood for walking. Turned into people crossing the street Celebrate a little. Your neighborhood 21-25 Drove too fastp is pretty good. Sped up to make it through traffic lights or Okay, but it needs work. 16-20 drove through traffic lights? It needs lots of work. You deserve 11-15 Something else better than that. Total:

5-10

It's a disaster for walking!

# A

# How walkable is your community?

m				62		16 th
6	P 13	216	200	M.	BAF 2	11
LU	LC		J11	VI	wa	618

Okay, but it needs work.

It's a disaster for walking!

better than that.

It needs lots of work. You deserve

16-20

11-15

5-10

				problems problems
/ -	e room to walk?			y to follow safety rules? and your child
☐ Sid	ewalks or paths started and stopped ewalks were broken or cracked	Yes	□ No	Cross at crosswalks or where you could see and be seen by drivers?
	ewalks were blocked with poles, ns,shrubbery, dumpsters, etc.	Yes	□ No	Stop and look left, right and then left again before crossing streets?
	sidewalks, paths, or shoulders much traffic	Yes	☐ No	Walk on sidewalks or shoulders facing traffic where there were no sidewalks?
☐ Son	mething else	Yes	☐ No	Cross with the light?
Rating: (circle one) 1 2 3 4 5 6	Locations of problems:	Rating: (cir	_	Locations of problems:
			Ü	
2. Was it easy	to cross streets?	5. Was	your	walk pleasant?
	e problems:	Yes	☐ Son	me problems:
	ad was too wide			Needed more grass, flowers, or trees
	affic signals made us wait too long or did			Scary dogs
	t give us enough time to cross			Scary people
2000	eded striped crosswalks or traffic signals			Not well lighted
	rked cars blocked our view of traffic			Dirty, lots of litter or trash
	ees or plants blocked our view of traffic			Dirty air due to automobile exhaust
	eded curb ramps or ramps needed repair			Something else
So	mething else	Rating: (ci	rcle one)	Locations of problems:
Rating: (circle one)	Locations of problems:	1 2 3 4		a co-frequent frequency for any to
1 2 3 4 5 6				A STATE OF THE PROPERTY OF
a Did drivers	behave well?	How d	nes vo	our neighborhood stack up?
- )				
U	e problems: Drivers	Add up	your	ratings and decide.
A CONTRACTOR OF THE PARTY OF TH	acked out of driveways without looking	_	<u>~</u>	C. I. L. I. I. V. J. Davis a musel
	id not yield to people crossing the street	1. /	<u></u>	26–30 Celebrate! You have a great neighborhood for walking.
	irned into people crossing the street	2		21–25 Celebrate a little. Your neighborhood
D:	rove too fastp	3∙ _		is pretty good

Total: \_

Sped up to make it through traffic lights or

Locations of problems:

drove through traffic lights?

Something else

Rating: (circle one)

1 2 3 4 5 6

# A

# How walkable is your community?

# Location of walk

Rating Scale: 1 2 3 4 5 6

awful many some good very good excellent

4. Was it easy to follow safety rules?

Could you and your child...

1. [	Did	you	have	room	to	walk?
------	-----	-----	------	------	----	-------

Some problems:
Sidewalks or paths started and stopped
Sidewalks were broken or cracked
Sidewalks were blocked with poles, signs,shrubbery, dumpsters, etc.
No sidewalks, paths, or shoulders
☐ Too much traffic
Something else
le one) Locations of problems:

XVes	□ No	Cross at augustin 1
/ Tes	LI NO	Cross at crosswalks or where you could see and be seen by drivers?
Yes	☐ No	Stop and look left, right and then left again before crossing streets?
Yes	☐ No	Walk on sidewalks or shoulders facing traffic where there were no sidewalks?
Yes	☐ No	Cross with the light?
Rating: (cir	cle one)	Locations of problems

# 1 2 3 4 5 6

# 2. Was it easy to cross streets?

, and all octs.
Some problems:
Road was too wide
Traffic signals made us wait too long or did not give us enough time to cross
Needed striped crosswalks or traffic signal
Parked cars blocked our view of traffic
☐ Trees or plants blocked our view of traffic
Needed curb ramps or ramps needed repair Something else
cle one) Locations of problems: $5(6)$

5. Was your walk ple	easant?
----------------------	---------

Yes	Some prob	lems:
/ •	☐ Needed	more grass, flowers, or trees
	Scary do	
	Scary pe	ople
	☐ Not well	lighted
	Dirty, lot	ts of litter or trash
	Dirty air	due to automobile exhaust
	The second secon	ng else
Rating: (circ		ocations of problems:
		16 C C 17 C 2 C 2 C 2 C 2 C 2 C 2 C 2 C 2 C 2 C

# 3. Did drivers behave well?

☐ Yes	Some problems: Drivers				
	Backed out of driveways without looking				
	Did not yield to people crossing the stree				
	Turned into people crossing the street				
	Drove too fastp				
	Sped up to make it through traffic lights of drove through traffic lights?				
	Something else				
Rating: (circ	cle one) Locations of problems:				

1. <u>6</u>	26-30	Celebrate! You have a great neighborhood for walking.
3. 4	21-25	Celebrate a little. Your neighborhood is pretty good.
4. <u>1</u>	16-20	Okay, but it needs work.
5. <u>0</u> Total: <u>28</u>	11-15	It needs lots of work. You deserve better than that.
	5-10	It's a disaster for walking!

# How walkable is your community?

### Location of walk

1. Did you have room to w	valk?
---------------------------	-------

Yes	Some problems:
	Sidewalks or paths started and stopped
	Sidewalks were broken or cracked
	Sidewalks were blocked with poles, signs, shrubbery, dumpsters, etc.
	No sidewalks, paths, or shoulders
	Too much traffic
	Something else
Rating: (circ	le one) Locations of problems:

4.	Was	it	eas	y to	follo	W	safety	rules?
	Coul	d١	/ou	and	vour	C	hild	

Yes	☐ No	Cross at crosswalks or where you could see and be seen by drivers?
Yes	□ No	Stop and look left, right and then left again before crossing streets?
Yes	□ No	Walk on sidewalks or shoulders facing traffic where there were no sidewalks?
Yes	☐ No	Cross with the light?
Rating: (circ 1 2 3 4	cle one) 5 6	Locations of problems:

### 2. Was it easy to cross streets?

Yes Se	ome problems:
	Road was too wide
	Traffic signals made us wait too long or did not give us enough time to cross
	Needed striped crosswalks or traffic signals
	Parked cars blocked our view of traffic
	Trees or plants blocked our view of traffic
	Needed curb ramps or ramps needed repair Something else
Rating: (circle one) 1 2 3 4 5 6	Locations of problems:
	THE CONTRACTOR OF THE PARTY OF

# 5. Was your walk pleasant?

Yes Som	e problems:
□ N	eeded more grass, flowers, or trees
☐ So	cary dogs
☐ So	cary people
□ N	ot well lighted
□ D	irty, lots of litter or trash
□ D	irty air due to automobile exhaust
☐ Se	omething else
Rating: (circle one)	Locations of problems:
1 2 3 4 5 6	

### 3. Did drivers behave well?

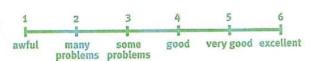
3. Dia	ilvers beliave well:	
Yes	Some problems: Drivers	
(	Backed out of driveways without looking	
	Did not yield to people crossing the street	t
	Turned into people crossing the street	
	☐ Drove too fastp	
	Sped up to make it through traffic lights of drove through traffic lights?	or
	Something else	_
Rating: (cir	le one) Locations of problems:	

1	26-30	Celebrate! You have a great neighborhood for walking.
3	21-25	Celebrate a little. Your neighborhood is pretty good.
4	16-20	Okay, but it needs work.
5 Cotal:	11-15	It needs lots of work. You deserve better than that.
1	5-10	It's a disaster for walking!

# How walkable is your community'

_				100		2 5
ŧ	neat	110	12 6	12.4	CIM	1
ž	ocal		11 8	)1 V	A CI	111

**Rating Scale:** 



1.	Did	vou	have	room	to	walk?
----	-----	-----	------	------	----	-------

X Yes	☐ Some problems:
	Sidewalks or paths started and stopped
	Sidewalks were broken or cracked
	Sidewalks were blocked with poles, signs, shrubbery, dumpsters, etc.
	☐ No sidewalks, paths, or shoulders
	Too much traffic
	Something else Some tripping hazard
Dating (ci	rale and) Locations of problems

4.	was it eas	y to rollo	w safety rules:
ň.	Could you	and your	child

X Yes	☐ No	Cross at crosswalks or where you could see and be seen by drivers?
🔀 Yes	□ No	Stop and look left, right and then left again before crossing streets?
Yes	☐ No	Walk on sidewalks or shoulders facing traffic where there were no sidewalks?
X Yes	☐ No	Cross with the light?
Rating: (circ		Locations of problems:

Rating: (circle one)
1 2 3 4 (5) 6

1 2 3 4 5 6

Locations of problems:

# 2. Was it easy to cross streets?

Yes Yes	☐ Some problems:
/	☒ Road was too wide
	Traffic signals made us wait too long or did not give us enough time to cross
	Needed striped crosswalks or traffic signals
	Parked cars blocked our view of traffic
	Trees or plants blocked our view of traffic
	Needed curb ramps or ramps needed repair
	Something else
Rating: (cir	cle one) Locations of problems:

5. Was your walk pleasant?

Yes	☐ Some	problems:
/ •	☐ Nee	eded more grass, flowers, or trees
	☐ Sca	ry dogs
	☐ Sca	ry people
	☑ Not	well lighted
	Dir	ty, lots of litter or trash
	☐ Dir	ty air due to automobile exhaust
	☐ Sor	mething else
Rating: (cire		Locations of problems:
1 2 3 4	<b>5</b> 6	AND THE RESERVE OF THE PROPERTY OF THE PROPERT

3. Did drivers behave well?

3. Dia c	irivers	penave well:
☐ Yes	☐ Some	problems: Drivers
	☐ Bac	cked out of driveways without looking
	☐ Did	not yield to people crossing the street
	☐ Tur	ned into people crossing the street
	Dro	ove too fasto
		ed up to make it through traffic lights or ove through traffic lights?
	☐ Son	mething else
Rating: (cir	cle one)	Locations of problems:

1. 5	26-30	Celebrate! You have a great neighborhood for walking.
3. 4	21-25	Celebrate a little. Your neighborhood is pretty good.
4. 7	16-20	Okay, but it needs work.
5 Total: 14	11-15	It needs lots of work. You deserve better than that.
Total.	5-10	It's a disaster for walking!

Loca	tion	of	wa	lk
------	------	----	----	----

Yes

**Rating Scale:** awful 1. Did you have room to walk? 4. Was it easy to follow safety rules? Could you and your child

		Cour	u you	and your cilitu
	☐ Sidewalks or paths started and stopped☐ Sidewalks were broken or cracked	Yes	☐ No	Cross at crosswalks or where you could se and be seen by drivers?
	<ul> <li>Sidewalks were blocked with poles, signs, shrubbery, dumpsters, etc.</li> </ul>	Yes	□ No	Stop and look left, right and then left again before crossing streets?
<ul><li>No sidewalks, paths, or shoulders</li><li>Too much traffic</li></ul>		Yes	☐ No	Walk on sidewalks or shoulders facing traffic where there were no sidewalks?
Something else		Yes	☐ No	Cross with the light?
Rating: (circle	Locations of problems:	Rating: (cir 1 2 3 4	cle one) 5 6	Locations of problems:

# Was it easy to cross stro

Some problems:

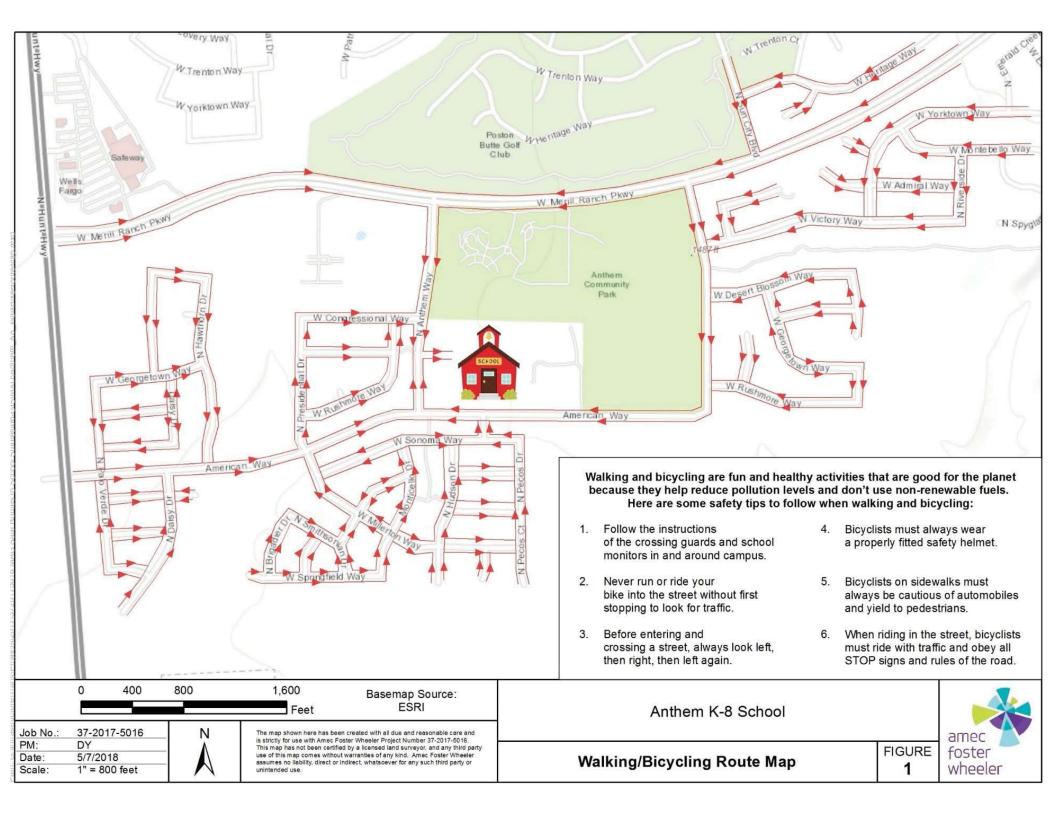
it casy to cross streets:	5. was your walk pleasant?			
Some problems:  Road was too wide  Traffic signals made us wait too long or did not give us enough time to cross  Needed striped crosswalks or traffic signals Parked cars blocked our view of traffic Trees or plants blocked our view of traffic Needed curb ramps or ramps needed repair Something else	Yes	Some Nee Sca Sca Not Dire Son	problems: eded more grass, flowers, or trees ary dogs ary people a well lighted ty, lots of litter or trash ty air due to automobile exhaust mething else	
cle one) Locations of problems:	1 2 3 4	5 6	Locations of problems:	
	Some problems:  Road was too wide  Traffic signals made us wait too long or did not give us enough time to cross  Needed striped crosswalks or traffic signals Parked cars blocked our view of traffic Trees or plants blocked our view of traffic Needed curb ramps or ramps needed repair Something else Locations of problems:	Some problems:  Road was too wide  Traffic signals made us wait too long or did not give us enough time to cross  Needed striped crosswalks or traffic signals Parked cars blocked our view of traffic Trees or plants blocked our view of traffic Needed curb ramps or ramps needed repair Something else  Rating: (circ	Some problems:  Road was too wide  Traffic signals made us wait too long or did not give us enough time to cross  Needed striped crosswalks or traffic signals Parked cars blocked our view of traffic Trees or plants blocked our view of traffic Needed curb ramps or ramps needed repair Something else  Rating: (circle one) 1 2 3 4 5 6	Some problems:  Road was too wide  Traffic signals made us wait too long or did not give us enough time to cross  Needed striped crosswalks or traffic signals Parked cars blocked our view of traffic Trees or plants blocked our view of traffic Needed curb ramps or ramps needed repair Something else  Rating: (circle one) Locations of problems:  Some problems:  Needed more grass, flowers, or trees Scary people Not well lighted Dirty, lots of litter or trash Dirty air due to automobile exhaust Something else Rating: (circle one) Locations of problems:

# 3. Did drivers behave well?

Yes	Some problems: Drivers
1	Backed out of driveways without looking
	Did not yield to people crossing the street
*	Turned into people crossing the street
	☐ Drove too fastp
	Sped up to make it through traffic lights or drove through traffic lights?
	Something else
Rating: (circle o	ne) Locations of problems:
	78-41-5204-5

1 2 3 4 5 Total: JH	26-30	Celebrate! You have a great neighborhood for walking.
	21-25	Celebrate a little. Your neighborhood is pretty good.
	16-20	Okay, but it needs work.
	11-15	It needs lots of work. You deserve better than that.
	5-10	It's a disaster for walking!

Appendix E - Walking and Biking Map





TOWN OF FLORENCE  ARIZONA  FORENCE  ARIZONA	TOWN OF FLORENCE COUNCIL ACTION FORM	AGENDA ITEM 7b.
MEETING DATE:	August 20, 2018	
<b>DEPARTMENT</b> : Dev	velopment Services	<ul><li>☑ Action</li><li>☐ Information Only</li></ul>
SUBJECT: Contract	R: Christopher A. Salas, Development Services Director Town Engineer  et with Rottweiler Controls, LLC, to provide maintenance, in an amount not to exceed June 30, 2019.	☐ Public Hearing ☐ Resolution ☐ Ordinance ☐ Regulatory ☐ 1st Reading ☐ 2nd Reading ☐ Other
STRATEGIC PLAN	REFERENCE:	
	y Economic Prosperity Leadership	and Governance
☐ Partnership and F	Relationships 🔲 Transportation and Infrasti	ructure
☐ Statutory ☐ No	one	

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

Motion to contract with Rottweiler Controls, LLC, to provide SCADA repairs and maintenance through the Cooperative Contract #31700019, with the City of Buckeye, through June 30, 2019, in an amount not to exceed \$50,000.

#### BACKGROUND/DISCUSSION:

The Town's water distribution system utilizes SCADA system for operation and monitoring of well sites and the distribution system pressure. The current system has limited features that does not allow Water Operators to see and control various pieces of equipment in the system.

An upgrade to the current SCADA system would allow the Town's water utility to be more efficient regarding operations and customer service.

#### A VOTE OF NO WOULD MEAN:

A vote of no would mean the Town operates under the current outdated system.

#### A VOTE OF YES WOULD MEAN:

A vote of yes would improve our operations, avoid future issues and improve customer service.

Meeting Date: August 20, 2018

#### **FINANCIAL IMPACT**:

The cost to provide parts will not exceed \$50,000.

#### **ATTACHMENTS**:

- Exhibit A Scope of Work
- Approved Bid Tab
- City of Buckeye RFQ 417007 SCADA Improvements On-Call List
- Rottweiler Controls, LLC Response to RFQ 417007
- Approved City of Buckeye Contract #31700019 Expires June 30, 2019
- Professional Services Contract

Meeting Date: August 20,





3548 E. Mesquite St. Gilbert, AZ 85296 jgontarz@rottweilercontrols.com

Office: 480-241-0016

## Rottweiler Controls, LLC Hourly Rate Scheduled Fee:

- Regular Scheduled Service Fee (M-F) \$128.50 hr.
- After Hours (6pm) & Weekends Service Fee \$143.92 hr.
- Emergency Service Fee (Same Day) \$149.06 hr.
- Emergency Service After Hours (6pm) /Holidays Service Fee \$154.20
- Emergency Number After Hours 480-241-0016 or 480-241-0932

**Phone Support:** There is no charge for phone support. If a problem cannot be solved by phone, support personnel will be dispatched.

**Travel and Expenses:** Travel time is charged from the time our personnel leaves the office to the time they arrive on the job site. Travel expenses are charged as follow:

Cost: Charge

Mileage: GSA Mileage Materials: Cost plus 25%

• For Clients who prefer to work on a time and materials basis, please see the Hourly Quotes listed above.

	*	Town	of Floren	ce Bid Ta	bulation	Sheet		
					Genera	l Ledger Acc	ount Number:	051-574-217
_	Verbal (Only allowed \$5,000 or less)					D	ate Prepared:	7/20/2018
Written / Fax / Email (Mandatory over \$5,000 bids attached)					Prepared By:	Susan Jonas		
	Formal Sealed Bid : Title of B						Open Date:	
							Close Date:	
Item	Item(s) (Include quality, Brand, Model & Color): BLANKET: ON CALL PROFESSIONAL SERVICES - SCADA SUPPORT SERVICES							
		VENDORS	Payment Terms (Discount)	Availability	Who Pays Shipping?	Unit Price	Extended Price	Comments
	Name:	ROTTWEILER CONTROLS	(Discount)				30 ) 100,000 (200,000)	
		3548 E MESQUITE STREET			Tax:			
		GILBERT, AZ 85296			Freight:		\$ -	BLANKET FOR \$50,000.00 USING
	Contact:	JILL GONTARZ		in the second se	, roigini		\$50,000.00	COOPERATIVE
1	Phone:	480-241-0016	Fax:				<b>\$60,000.00</b>	CONTRACT # 31700019 WITH THE
	Email:	JGONTARZ@ROTTWEILERCONTROL		Date Notified	of Decision:			CITY OF BUKEYE, ARIZONA. EXPIRES
	Quote #:		REQ#:	52389	PO #:			6/30/2019.
	Received:		Expires:					
	Name:							
	Address:				Tax:			
					Freight:			
2	Contact:							
4	Phone:		Fax:	W-9-1				
	Email:	-		Date Notified	d of Decision:			
	Quote #:		REQ#:		PO #:			
	Received:		Expires:					
	Name:							
	Address:				Tax:			
					Freight:			
3	Contact:		200					
٦	Phone:		Fax:		-			
	Email:			Date Notified	d of Decision:			1
	Quote #:		REQ#:		PO #:			1
	Received:		Expires:					
-		ge(s), if necessary.		1517			24	
Ven	dor Selecte	d: ROTTWEILER CONTROLS not lowest bid.):BLANKET F	Tob	e present	ted the C	ouncil o	n 8/6/18	}
Just BUK	ification (if EYE, ARIZO	not lowest bid.):BLANKET F DNA. EXPIRES 6/30/2019.	OR \$50,000.00	USING COOI	PERATIVE C	ONTRACT#	31700019 WI	TH THE CITY OF
	Departr	ment Head Approval:	1	1 /			Date:	7/22/10
	Financ	e Director Approval:	116			100	Date:	771110
	Town	Manager Approval:	0	41		1	Date:	7/2-10
=			/	7	/			1/ (3/10
	Exhibits					mil.		

Attached:



#### **CITY OF BUCKEYE**

## REQUEST FOR QUALIFICATIONS RFQ: 417007

#### SCADA IMPROVEMENTS ON-CALL LIST

CONTACT PERSON

Erin Gilbert

Purchasing Agent

Construction and Contracting Division
623.349.6173

egilbert@buckeyeaz.gov

Date Issued: Tuesday, March 28, 2017
Pre-Submittal Conference: Thursday, April 13,2017 at 10:30am
Last Day for Inquires: Thursday, April 20, 2017 at 5:00pm
RFQ Due Date: Thursday, April 27, 2017at 4:00pm

PLEASE NOTE: IF DOCUMENTS WERE DOWNLOADED FROM THE CITY OF BUCKEYE WEBSITE, BIDDER IS RESPONSIBLE FOR OBTAINING ANY ADDENDA EITHER THROUGH UPDATES ON THE WEBSITE, OR BY CONTACTING THE CITY CONTACT PERSON LISTED ABOVE.

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#### **SECTION 1 - INTRODUCTION**

The City of Buckeye is seeking qualified Instrumentations and Controls (I&C) and Supervisory Controls and Data Acquisition (SCADA) Firms to provide I&C and SCADA design and construction services related to implementation of the City of Buckeye SCADA Improvements Program for the City of Buckeye water services department.

The City of Buckeye SCADA Improvements Program includes upgrades and improvements to SCADA systems at Water Facilities within the City of Buckeye, as well as evaluation and development of costs and detailed designs of improvements at Wastewater Facilities. Relevant portions of the SCADA Program document are included as **EXHIBIT A.** The SCADA Program document provides key information and must be reviewed prior to submitting.

The SCADA Improvements Program on-call list will be in effect for one (1) year, with an option of renewal for four (4) additional one-year periods, if determined to be in the City's best interest.

The City reserves the right to award in whole or in part, by item or group of items, or make multiple awards, where such action serves the City's best interest.

The City reserves the right to add additional firms, at the City's sole discretion, in cases where the currently listed firms are of an insufficient number or skill-set to satisfy the City's needs or to ensure adequate competition on any project or task order work.

Any Contract resulting from this solicitation shall be for the use of the City of Buckeye. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.

Any Task Order placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City of Buckeye shall not be responsible for any disputes arising out of transactions made by others.

#### SECTION 2 - ON-CALL CONSULTING SERVICE CATEGORIES/SCOPE(s) OF WORK:

The following is a list of the types of projects that the City anticipates over the life of the SCADA Improvements Program. This list of project categories is not comprehensive and the City reserves the right to add related services as necessary.

## <u>Category 1: Control Panel Design, Build and Installation - May include the following</u> services:

- Design of new control panels
- Design of control panels retrofits or replacements, including site visits to develop documentation of existing conditions as required
- Participate in design review meetings
- Development of detailed control panel cost estimates
- Development of control panel shop drawings
- Development of detailed delivery schedule for control panel assembly
- Build control panels
- Perform Factory Acceptance Test, including loading basic PLC program for testing purposes
- Development of final "As-Built" drawings
- Installation of new control panels
- Removal of existing control panel components
- Installation of control panel components in retrofitted panels
- Perform site acceptance testing
- Provide startup/cutover support

Note: The City anticipates design, build and installation of up to 20 control panels as part of the SCADA Improvements Program.

#### Category 2: SCADA System Programming – May include the following services:

- Development of new SCADA screens or updates to existing SCADA screens including monitor and control, alarming and reporting
- Development of new or updates to existing Programmable Logic Controller (PLC) code

#### **SECTION 3 – PRE-SUBMITTAL CONFERENCE**

The Mandatory pre-submittal conference has been scheduled for <u>April 13 at 10:30 AM</u> at Buckeye City Hall, 530 East Monroe Avenue, Buckeye, AZ 85326, 1<sup>st</sup> Floor Executive Conference Room. Attendance is Mandatory.

#### **SECTION 4 – SUBMITTAL REQUIREMENTS**

In a one page cover letter, submitted with your Statement of Qualifications (SOQ) packet, indicate which category(s) of services your firm wishes to be considered for.

A separate SOQ shall be submitted for each category of services that the firm wishes to be considered for. The SOQ will be submitted on a separate FLASH DRIVE, in PDF format. Each FLASH DRIVE will be labeled with the RFQ title above, the firm name and the category the firm wishes to be considered for. Firms are to submit their individual

qualifications and experience for each category. No team submittals will be accepted.

Interested firms should submit a qualifications packet addressing the specified Request for Qualifications (SOQ) criteria. On the submittal packet, please display the firm name and RFQ title. In the SOQ packet include the one page cover letter and **ONE FLASH DRIVE** for each category the firm wishes to be considered for, **no later than 4:00 p.m., Thursday, April 27, 2017,** to:

Construction and Contracting Division Second Floor, City Hall 530 East Monroe Ave. Buckeye, Arizona 85326 Attention: ERIN GILBERT

Please be advised that <u>failure</u> to comply with the following criteria will be grounds for disqualification and will be strictly enforced:

- Receipt of submittal by the specified date and time.
- Six (6) Computer Disks for each category that the firm wishes to be considered for.
- Adherence to maximum page requirement.
- Deposit of submittal in correct location.
- Acknowledgement in the cover letter that the City's Professional Services Agreement
  has been reviewed by the firm submitting the SOQ packet(s) and the firm's assurance
  to execute this agreement as written.

Adherence to the maximum page criterion is critical. Submittals are <u>not</u> returnable and will become the property of the City of Buckeye.

All questions regarding this Statement of Qualifications are to be addressed in writing or by e-mail to:

Erin Gilbert
Construction and Contracting Division
Second Floor, City Hall
530 East Monroe Ave.
Buckeye, Arizona 85326

E-Mail: Tvogel@buckeyeaz.gov

A separate Statement of Qualifications (SOQ) shall be submitted for each category of services that the firm wishes to be considered for. Firms are to submit their individual qualifications and experience for each category. No team submittals will be accepted.

**NOTE**: For the convenience of the Review Committee; All responses to the RFQ items A through C shall be formatted for each category as follows:

- All page limits in accordance with each paragraph A-C.
- Pages are designated as 8.5" x 11" with 1" Margins using Times New Roman, 10 point font or larger.
- Firms shall provide responses to items A through C, in alphabetical order for each SOQ.
- Appendices with additional information shall not be included and are not allowed.

Firms interested in being selected for the City of Buckeye On-Call Consulting services list should submit a response addressing the specified SOQ criteria, as listed below. Parties interested in being selected for the On-Call list must address the following issues:

#### A. FIRM INFORMATION (1 Page Limit): General information of Firm

- 1. Provide the following information, which will serve as the cover page of your SOQ.
  - Name of Firm
  - Brief description of firm
  - Categories your firm wishes to be considered for
  - Home office location and the location of the office that will be performing the majority of the work
  - Number of employees in the office that will be performing the majority of the work
  - Name of Primary contact and title, including phone number and email
  - Legal organization of the firm
  - Arizona business and/or professional licenses/registrations held by the firm
  - Contract(s) or subcontract(s) which have been terminated within the last five years.
  - Any litigation or arbitration actions within the last three years. Briefly describe the circumstances and the outcomes.
- 2. Describe how your firm will support the team and project in the following ways.
  - Financial and leadership resources
  - Project management systems and tools
- 3. List the category elements that will be performed in-house and elements that require the services of a sub- consultant. For any sub-consultant services provide the name (only) of one firm.

#### B. EXPERIENCE OF FIRM (1 Page Limit):

- List only projects awarded to your firm in the last two years per the following:
- Should include similar elements as the category you want to be considered for.
- Must be in Arizona
- Contracts must be under \$400,000. State if contract was for design services only or if CA services were also included
- One sentence project description
- Contract amount
- Completion or estimated completion date

- Procurement method (direct select, selected by RFQ, On-Call list)
- Provide at least two general references, with contact information include full name, location, phone number and/or email address.

#### C. EXPERIENCE OF KEY PERSONNEL: (Page limits indicated in paragraph 1-3)

#### 1. ORGANIZATIONAL CHART: (1 page limit)

Provide an organization chart showing all key personnel that could be performing work under this On-Call consultant services contract. Include lines of authority and their home office location.

#### 2. RESUMES OF KEY PERSONNEL IDENTIFIED ABOVE: (1 page per person)

- Industry and firm tenure
- License/registrations
- Their primary role and duties in 30 words or less.
- Two general references (outside of firm), with contact information (phone number and/or email).

#### D. QUALIFICATIONS OF KEY PERSONNEL: (1 page per person)

For each key personnel identified above provide two projects with similar elements as the category you want to be considered for. If a project selected for a key person is the same as one selected for the firm, provide just the project name and the role of the key person. For projects other than one selected for the firm provide the following:

- One sentence project description
- Role and responsibility of the key person
- Contract amount
- Completion or estimated completion date
- Procurement method (direct select, selected by RFQ, On-Call list)

#### **SECTION 5 - SELECTION PROCESS AND SCHEDULE**

Your SOQ will be evaluated based on your firm's responses to the SOQ criteria and the quality of the SOQ.

A Selection Committee organized for this On-Call RFQ will review and evaluate the submittals and will use a forced ranking system. No individual points will be assigned to the criteria above. The results of the individual rankings will be submitted to a City Management Team for final review and selection. There will be no oral interviews as part of the selection process. The qualifying Consultants, as determined by the City Management Team, will be notified in writing within four to five weeks of the submittal deadline.

The City intends to select up to 4 qualified firms for each category.

The city will maintain an assignment list and will assign projects based on city needs and selected firm's experience. Staffing substitutions must be approved by the city in writing prior to execution of a Task Order.

The intent of this process is to provide an opportunity for qualified firms wishing to work for the City and to provide for equitable distribution of work for those selected firms. Firms selected for the on-call list are free to pursue any other RFQ/RFP publicly advertised by the City without jeopardizing their on-call status. It is not the City's intention to discontinue requesting RFQs/RFPs for projects, if determined to be in the City's best interest.

No reimbursement will be made by the City for any costs incurred for this SOQ submittal process. The City also reserves the right to reject any and all proposals and re-solicit or cancel this procurement if deemed by the City to be in its best interest.

#### **SECTION 6 - GENERAL INFORMATION**

**Sample Contract.** An example of the City's Professional Services Agreement is attached as Exhibit 2.

**City Rights.** The City of Buckeye reserves the right to reject any or all Statements of Qualifications, to waive any informality or irregularity in any Statement of Qualifications received, and to be the sole judge of the merits of the respective Statements of Qualifications received.

**Acceptance of Evaluation Methodology.** By submitting its Qualifications in response to this SOQ, respondent acknowledges and accepts the evaluation process, the established criteria and associated forced ranking system, and that determination of the "most qualified" firm(s) will require subjective judgments by the City.

**Release of Project Information.** The City shall provide the release of all public information concerning this project, including selection announcements and contract award. Those desiring to release information to the public must receive prior written approval from the City.

**Contact with City Employees.** All firms interested in this project (including the firm's employees, representatives, agents, lobbyists, attorneys, and subcontractors) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the evaluation panel, the City Manager, Department Heads and other City staff. This policy is intended to create a level playing field for all potential firms, assure that contract decisions are made in public and to protect the

integrity of the selection process. All contact on this selection process should be addressed to the authorized representative identified in Section 4 above.

**Data Confidentiality.** Except as specifically provided in the Contract, the Contractor or its subcontractors shall not divulge data to any third party without prior written consent of the City.

**Legal Worker Requirements.** The City of Buckeye is prohibited by A.R.S. § 41-4401 from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). The contractor and each subcontractor shall comply with all federal immigration laws and regulations related to their employees and compliance with the stated law. The City of Buckeye retains the legal right to inspect the papers of any contractor or subcontractor employee who is awarded a contract to ensure that the firm or subcontractor is complying with the law.

**Lawful Presence Requirement.** Pursuant to A.R.S. §§ 1-501 and 1-502, the City of Buckeye is prohibited from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships or limited liability companies.

**Protest Procedures.** Firms wishing to respond to disqualification or a procurement outcome may refer to The Procurement Code of the City of Buckeye, Section 24-3-16 which governs protest procedures utilized throughout the selection process.

**Suspension/Debarment.** By submitting a proposal in response to this solicitation, the respondent is certifying that it is neither debarred nor suspended nor under consideration for suspension or debarment by any federal, state or local government or agency. If a respondent is not able to so certify, the respondent must submit a letter that identifies the agency involved and a contact and explains why respondent is suspended or debarred or being considered for suspension or debarment.

**Questions.** Questions pertaining to this selection process or contract issues should be directed to Erin Gilbert, Purchasing Agent, Construction and Contracting Division at (623) 349-6173. All questions must be received no later than seven (7) days in advance of the SOQ due date. Responses to questions that materially change the scope or intent of this SOQ will be issued via addendum on the City of Buckeye website. The City will not notify Respondents of posting of addenda. Therefore, it is the Respondents' sole responsibility to check the website periodically for all issued addenda. Failure to include acknowledgement of all addenda may be cause for rejection of the proposal.

# EXHIBIT A TO RFQ NO. 417007 SCADA IMPROVEMENTS ON CALL LIST

#### **SCADA PROGRAM DOCUMENT**

(See following pages)



**Prepared for** 

## City of Buckeye

**November 2016** 





672-22-16-03



## WEST YOST ASSOCIATES

consulting engineers

WATERWASTEWATERSTORM WATER

Prepared for

## City of Buckeye

November 2016



Expires 3/31/19

Consulting Engineers

672-22-16-03

Daniel Groves, Engineering Manager

Date

QA/QC Review: John Buttz, Vice President

QA/QC Review: Joel Cox, Principal

Engineer



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Appendix B: Program Manager Scope of Work Outline

Appendix C: SCADA Software List

Appendix D: PLC List

Appendix E: E1: Current Network System Architecture, E2: Proposed System Architecture Appendix F: F1: Program Schedule (ANSI D size), F2: Program Schedule (ANSI B size)

Appendix G: Engineering Budget Analysis

Appendix H: Gantt Chart

Appendix I: Task Cost Overview (Template)



#### **EXECUTIVE SUMMARY**

The City of Buckeye (City) owns and operates over 47 water treatment, wastewater reclamation, water distribution, and office sites throughout the City. These systems are monitored and controlled by Supervisory Control and Data Acquisition (SCADA) systems. Many of the facilities were acquired by the City over time and have inconsistencies. These facilities and systems need to be integrated into the overall City SCADA system.

The Program intent is to integrate Water SCADA systems into a single City SCADA system, with consistency and standardization. Wastewater SCADA systems are not included in the Program, but will be addressed in a separate effort.

Key decisions and inputs from the City informed the Program development, including the City's Information Technology (IT) department involvement for communications, network and cybersecurity; prior selection of SCADA hardware and software and previous efforts led by the City relative to the SCADA system; City-preferred project delivery approaches and key facilities that are excluded from the Program.

One of the key recommendations for the Program is for the City to execute all SCADA related projects as a single program with a Program Manager (PgM) providing key services for the City, and prequalified contractors providing construction and field related services.

The Program has been organized into eight projects with a planned duration of approximately 24 months, including current ongoing projects being executed by the City. An engineering budget analysis recommends a planning budget of \$2.9M, including a recommended 30 percent Owner's Contingency.

#### 1.0 PROGRAM SCOPE

The Program includes upgrades to SCADA hardware, software and network communications at 47 water treatment, water distribution, and office sites throughout the City. Appendix A - Facilities List includes a list of all facilities evaluated for the Program and identifies facilities included and excluded from the Program.

City infrastructure excluded from the Program includes water reclamation facilities (WRFs) and other facilities that are either currently offline or require significant physical rehabilitation. These facilities are not included in the Program due to the significant equipment, process and instrumentation upgrade requirements that would limit the value of a SCADA system. While SCADA system upgrades to the WRFs are not included in the Program scope of work, the scope does include sufficient evaluation of the WRFs to develop scope, schedule and budget for a future, separate WRF Upgrade Program.



#### 2.0 PROGRAM INPUTS AND ASSUMPTIONS

This section summarizes inputs and decisions from the City that provided the basis for development of the Program. It is important to note that any changes to these decisions made by the City may have significant impact to the scope, schedule and budget of the Program.

#### 2.1 City of Bucke ye IT Involvemen t

The City has decided that all network communications for the program will be provided by the City's IT group (CoBIT). CoBIT has completed a significant portion of the network communications design and has developed budgetary costs for hardware required at each site (approximately \$3,000 per site for network hardware).

In order to meet the Program schedule, CoBIT may utilize staff augmentation services and contracts to deliver network communications to different sites. CoBIT will also be responsible for all SCADA computer hardware and base operating system software. CoBIT will not be responsible for SCADA system software configuration or Programmable Logic Controllers (PLC) programming. Costs for CoBIT labor have not been included in the Program budget, however, costs for network equipment associated with each site have been included in the Program budget.

#### 2.2 Facilities Excluded from the Prog ram

As discussed earlier, certain facilities have been excluded from the Program for various reasons. No allowances for schedule or costs for these facilities have been included in the Program. If the status of these facilities change, the Program scope, schedule and budget will be need to be adjusted to accommodate inclusion of these facilities. The Program budget includes Owner's Contingencies (30 percent) that may be used for some additional facilities, but it is not sufficient to address issues at all facilities excluded from the Program.

#### 2.3 Prog ram Delivery Approach

The City has decided to procure the services of a PgM firm to assist in delivering this Program. The City will also prequalify up to three contractors to execute the work. The PgM will assist the City in selecting and managing multiple contractors that will be simultaneously delivering multiple projects in the Program.

A preliminary outline of a PgM scope of work has been included in Appendix B—Program Manager Scope of Work Outline. Additional details on the recommended program delivery approach are included in Section 1.6.4.

#### 2.4 SCADA Software and Hard ware Selection

The City has decided to make maximum use of its existing investment in Allen Bradley PLCs and Wonderware software, and stay with those technologies. Therefore, no hardware or software selection process has been included in the Program. In other words, the City has decided to sole-source the hardware and software to match existing equipment and systems for compatibility and long-term maintainability.

2



#### 3.0 BACKGROUND

The City operates water treatment, water distribution, wastewater reclamation and lift stations throughout the City. The system controlling these facilities is referred to as the "SCADA System."

#### 3.1 SCADA Software

SCADA software functions as the operator interface, providing monitoring and control of key processes/systems and alarming capability. SCADA software generally runs on standard IT-type hardware and is especially vulnerable to cyber attack incidents due to the way many systems are designed and implemented, as well as inherent weaknesses in the way the software communicates with PLCs.

Modern SCADA software, including the Wonderware System Platform, supports key functionality including code reuse and computer hardware virtualization, which is currently being used by CoBIT.

#### 3.2 Program mable Logic Controller Hard ware

PLCs are industrial controllers usually located in the field near the equipment being monitored and controlled. These controllers house the "logic" that operates the field equipment based on control strategies as defined by the engineer designing the facility or the equipment manufacturer. PLCs are programmed using PLC software. Newer PLCs, such as the Allen Bradley Logix family of controllers, use programming software RsLogix5000, which enables key features such as code-reuse, that can provide significant reductions in programming efforts for large system deployments, such as the planned Program.

#### 3.3 Communica tions Network

Network equipment provides communication between the PLCs in the field and the SCADA software. Older network equipment utilizes communications methods known as "serial" or other proprietary protocols. Most modern SCADA equipment and PLCs use modern communications protocols, including Ethernet (IEEE 802.3). These modern protocols can be routed and managed by standard IT-type network devices, and monitored and protected using standard IT cybersecurity equipment and software.

#### 3.4 Current System Status – SCADA Software

The City's SCADA system consists of several systems more recently purchased, along with systems and equipment historically part of the City. The majority of the SCADA system uses Wonderware software, provided by Schneider Electric. The SCADA software versions vary significantly from area to area and are not currently integrated. Appendix C—SCADA Software List includes locations and current software versions.

#### 3.5 Current System Status - PLC Hard ware

The current SCADA system contains over 50 PLCs located throughout the City facilities. Many PLCs in the field are Allen Bradley models, manufactured by Rockwell Automation. There are a few PLCs in the field made by other manufacturers, including Modicon (manufactured by Schneider). Many PLCs are outdated or lack proper documentation both for field wiring and programming. In the past, PLC programming implementations lacked standardization, and some

3



PLCs have very complex code implemented that is inconsistent with physical system complexity. Appendix D—PLC List includes a list of all PLCs that will be replaced as part of the Program. Replacement of PLC hardware will also include rewrite of the PLC code using standardized code.

#### 3.6 Current System Status – Commun ication's Ne twork

The current communications network has been documented based on interviews and discussions with CoBIT, operations and SCADA personnel. Appendix E1—Network System Architecture shows the current system as of publication of this report. The system is currently a mixture of standard City IT network equipment, existing serial communications and some proprietary communications methods.

#### **4.0 PROGRAM DRIVERS**

The recommendations outlined in this section were based upon the assumptions and decisions described above. Additionally, the following key City goals provided context and direction for the recommendations:

- **Schedule** Prioritize implementation of projects at facilities with significant operations and maintenance issues, and remainder of projects as soon as practicable.
- Contracting Mechanism Implement the Program with multiple contracts to minimize impact of individual contractor stability on the overall Program. Provide competition for each construction project, while maintaining minimum qualifications for construction contractors.
- Consistency and Standardization Implement the SCADA system consistently across all components including SCADA software, PLC hardware, and programming and communications network, including cybersecurity standards.
- Operational Impacts Implement the upgrades while minimizing operational impacts especially during high demand periods (summer), due to limited spare capacity within several systems.
- **City of Buckeye IT Involvement** Implement the Program utilizing standard City communications equipment and configuration to allow for support of the system by CoBIT.

#### **5.0 RECOMMENDATIONS**

Previously, the City had considered alternatives to upgrading the SCADA software, sometimes referred to as a choice between "managed" and "distributed." upgrades. Consultant recommends that the City move forward with the "distributed" approach and the SCADA Software recommendations documented in Appendix E2—Proposed System Architecture. The following sections are key elements of the recommendation.

#### 5.1 SCADA Software

Consultant recommends the City upgrade all SCADA software to the latest stable version of the Wonderware System Platform implementing standardized programming objects to promote consistency of look/feel and operations.



#### 5.2 PLC Hard ware

Consultant recommends the City continue to standardize on the Allen Bradley Logix family of PLC hardware to preserve the existing investment in both hardware and programming software. This approach also allows the City to develop standard programming objects in the RsLogix5000 software to be used in programing all PLCs throughout the City.

#### 5.3 Communica tion's Network

Consultant recommends the City work with CoBIT to implement a network based on industry best practices for an industrial control system, including National Institute of Standards and Technology (NIST) Special Publication (SP) 800-82, Revision 2 - Guide to Industrial Control Systems (ICS) Security. The following are a few specific recommendations based on review of the CoBIT design:

- IP Address/VLAN Scheme for SCADA Network Devices The current IP addresses have been randomly set over time and are not well defined. A defined IP address space should be allocated for all SCADA devices and virtual local area networks (VLANs) established to segment the control network. This helps with management and security controls. (reference NIST SP800-82r2 Section 5.1)
- Separate Virtual Private Network (VPN) Communications for SCADA Data The City has VPN encryption implemented between sites that have firewalls; however, all traffic traverses a single VPN tunnel. SCADA traffic should be isolated on separate VPN tunnels to allow specific control over the traffic that is allowed to traverse those tunnels. Additional firewalls may be required as the network upgrades are rolled out. (reference NIST SP800-82 Section 5.4)
- Implement a SCADA Demilitarized Zone (DMZ) It is common practice to deploy a DMZ at the perimeter of a business network to support services that are being exposed to the Internet. Any security domain connected to the SCADA network should also be separated by a DMZ. This DMZ should host services supporting the SCADA network such as historian data sharing, anti-virus updates, application updates, remote access, etc. The SCADA DMZ is one zone defined in the Purdue Model for Control Hierarchy (reference ISBN 1-55617-265-6) and this model should be reviewed for overall network design. (reference NIST SP800-82 Sections 5.2; 5.5.4)
- Dedicated Hardware for SCADA Services (HMI, Historian, etc.) The City has deployed VMWare virtualization technology to host its numerous servers. Currently, the SCADA servers (HMI, Historian, etc.) are running on the same virtual hosts without any isolation. SCADA servers should be placed in the segregated SCADA network behind the SCADA DMZ. At a minimum, the SCADA guests should be segregated using vSwitch technology and physical network connections, but this depends on the skill level of IT resources available to maintain this level of isolation. The securest design would be to deploy a physically separate virtual host for the SCADA servers. (reference NIST SP800-82 Section 5.1)

5



- Implement a Defense-in-Depth Architecture Consultant recommends that the City implement a defense-in-depth architecture. This is a multi-layer strategy involving overlapping security mechanisms. When one of the security mechanisms is compromised, the remaining layers will continue to provide protection. This involves the use of firewalls, zone based designs, intrusion detection technologies, Security Information and Event Management technologies, physical security, policies and procedures, incident response capabilities, and a thorough understanding of the potential attack vectors. The investment made in this effort is based on network complexity, internal skills, and the level of risk acceptance by the City. (reference NIST SP800-82 Sections 5.6; 5.16; 5.17; 6.2.8; 6.2.11)
- **Develop a SCADA Cybersecurity Program** Consultant recommends that the City develop a SCADA cybersecurity program. It should include the development of specific control system policies and procedures, and building and training a crossfunctional team to support the SCADA network. This program will improve control system safety, reliability, availability, and overall security posture. (reference NIST SP800-82 Section 4)

#### 5.4 Project Delivery

Consultant recommends that the City select a Program Manager to manage the Program on behalf of the City. Additionally, Consultant recommends that the City prequalify up to three contractors with applicable skills and capability for delivery of the projects within the Program, through a Request for Qualifications (RFQ).

The Program Manager, in coordination with the City, should develop a specific scope of work for each Project with input on costing and approach from one or more of the selected Contractors. Once the final scope for the project is complete, the City should issue a Request for Proposal (RFP) for the finalized scope of work for each Project.

Once the RFP responses are complete, the City may then select the most responsive bid from one of the prequalified Contractors. This approach would be repeated for each of the projects listed, rotating through the list of prequalified Contractors. Appendix B—Program Manager Scope of Work Outline provides an overview of the services provided to the City by the Program Manager.

#### 5.5 Project Group ing

Through extensive discussions with City staff, project groupings have been developed to organize the system upgrades based on criticality, system functionality and operational impact, see Table 1. Appendix F—Program Schedule, provides an overview of the proposed project elements and dependencies.



Tab le 1. Projec t Group ing by Status						
Project Title Status Description						
GWIC—Global Water Integration	Critical	<ul> <li>Time-sensitive and critical to system operations.</li> <li>Due to the complexity of the PLC code implemented at the wells and a significant programming issue at the Sonora Vista Water Treatment Plant (WTP), this project implements a temporary PLC to control the wells and allow for a phased transition of the WTP functionality.</li> </ul>				
GWINC—Global Water Integration	Noncritical	This project completes the integration of the remainder of the former Global Water sites into the system. City Operations has more flexibility related to these sites than the sites included in the previous project.				
SSU—Sundance System	Upgrades	This project provides upgrades required for all facilities associated with the Sundance system.				
TSU—Tartesso System	Upgrades	<ul> <li>This project provides upgrades required for all facilities associated with the Tartesso System.</li> </ul>				
FSU—Festival System	Upgrades	<ul> <li>This project provides upgrades required for all facilities associated with the Festival System.</li> </ul>				
NARSU—North Airport Road	Upgrades	<ul> <li>This project provides upgrades for the North Airport Road System.</li> </ul>				
MHSU—Miscellaneous Hardware/Software	Upgrades	<ul> <li>This project addresses miscellaneous hardware and software upgrades at the remaining sites. This project may be subdivided as required to address timing and/or operation impacts.</li> </ul>				
WRFE—Water Reclamation Facility	Evaluations	<ul> <li>This project conducts a SCADA system assessment and alternatives development to address ongoing operations, instrumentation and SCADA-related issues at each of the Water Reclamation Facilities. This project leverages input from one or more of the prequalified Contractors for detailed system evaluation, costs estimates, and construction methods.</li> <li>The deliverable for this project will be a recommended Program for upgrades to the Water Reclamation Facilities.</li> </ul>				

#### 5.6 Eng ine eri ng Bud ge t An aly sis

The Engineering Budget Analysis is provided as Appendix G. The budget was developed consistent with a Class 3 cost estimate as defined by the AACE® International Recommended Practice No. 18R-97, with an expected accuracy range of -20 percent to +30 percent. A recommended contingency of +30 percent is recommended for budgeting and planning purposes.





The budget uses the assumptions shown in Table 2 for calculations of project costs.

Tab le 2. Projec t Cos t Inpu ts						
Resource	Cost, dollars	Notes				
CoBIT, CoB Ops	0/hr	City staff				
Program Manager – Lead	254/hr					
Program Manager – Field	165/hr					
Technician – Control Wiring	75/hr	Pre-qualified Contractor				
Senior Programmer	122/hr	Pre-qualified Contractor				
PLC Panel – Small	45,000	Equipment and installation				
PLC Panel – Large	75,000	Equipment and installation				
Networking Equipment	3,000	Cost per site, provided by CoBIT, charged to Program Budget				

#### 5.7 Program Progres s Reporting

The SCADA Program schedule and budget was developed using Microsoft Project 2016. Microsoft Project includes several reporting templates that can be used throughout the duration of the Program. The following reports are recommended as templates for use during regular Program meetings and updates provided to City management.

#### 5.7.1 Gantt Chart

The Gantt Chart provides an overview of the project baseline schedule. As the Program progresses, the Tracking Gantt chart provides updates on overall project progress against the original baseline schedule. See Appendix H—Gantt Chart.

#### 5.7.2 Task Cost Overview

The Task Cost Overview provides an overview of the Actual Costs, Remaining Costs and Cost Variance at the Project Level. This overview provides a summary of project costs as the Program progresses. See Appendix I—Task Cost Overview (Template).

## **APPENDIX A**

Facilities List

			Appendix A. Facility List							
	Facility			Included in						
Project	ISO Name	Facility Type	Facility Name	Program?	Notes					
FSU	FRBS	Booster	Festival Ranch Distribution	Yes						
FSU	FRW1	Well	Festival Ranch Well 1	Yes						
FSU	FRW2	Well	Festival Ranch Well 2	Yes						
FSU	FRW3	Well	Festival Ranch Well 3	Yes						
FSU	FRW4	Well	Festival Ranch Well 4 - FUTURE	Yes						
GWIC	EVW2	Well	Evergreen Well 2	Yes						
GWIC	NEW1	Well	North East Well	Yes						
GWIC	RIW1	Well	Riata West 2 Well	Yes						
GWIC	4BBS	Well/Booster	4th & Baseline Well/Booster	Yes						
GWIC	4CBS	Well/Booster	4th & Central Well/Booster	Yes						
GWIC	BABS	Well/Booster	Bales Well/Booster	Yes						
GWIC	SoVWT	WTP	Sonoran Vista WTP	Yes						
GWIC	LOBU	Booster	Lower Buckeye Booster	Yes						
GWINC	BNBS	Booster	Buckeye North Booster	Yes						
GWINC	RVBS	Booster	Rancho Vista Booster	Yes						
GWINC	TABS	Booster	Sundance Community Park Booster	Yes						
GWINC	WPBS	Booster	Westpark Booster	Yes						
GWINC	R2PRV	PRV	Reach 2 PRV	Yes						
GWINC	APW2	Well	Buckeye Airport Well 2	Yes						
GWINC	SuVBS	Well/Booster	Sun Valley	Yes						
GWINC	BULF	Well/Booster	Bulfer Well	Yes						
GWINC	HOPE	Well/Booster	Hopeville Well	Yes						
GWINC	HIST	Booster	Historic Booster	Yes	Programming changes only					
MHSU	APW1	Well	Buckeye Airport Well 1	Yes	3 3 3					
MHSU	FW2	Well	Farallon Well	Yes						
MHSU	NELS	Lift Station	Northeast Lift Station	Yes	Software upgrades					
MHSU	P7LS	Lift Station	Parcel 7 Lift Station	Yes	Software upgrades					
N/A	SRBS	WTF	Sonoran Ridge	No	Facility TBD					
N/A	XMAS	Well	Christmas Well	No	Facility Offline					
N/A	ALBS	Well/Booster	Alarcon Well/Booster	No	Facility Offline					
N/A	BHW1	Well/Booster	Blue Hills Well/Booster	No	Facility Offline					
N/A	MRBS	Booster	Miller Road Booster	No	Facility Offline					
N/A	N/A	Office	Buckeye Main Office	Yes	No Upgrades Required					
N/A	GWARE	Office	Global Office	No	Facility to be Abandoned					
NARU	NAW1	Well	North Airport Road Well 1	Yes	,					
NARU	NAW2	Well	North Airport Road Well 2	Yes						
NARU	NAWT	WTF	North Airport Road	Yes						
SSU	SuBS	Booster	Sundance Distribution	Yes						
SSU	SuGC	Valve/Meter	Sundance Golf	Yes						
SSU	SW1	Well	Sundance Well 1	Yes						
SSU	SW2	Well	Sundance Well 2	Yes						
SSU	SW3	Well	Sundance Well 3	Yes						
SSU	SW4	Well	Sundance Well 4	Yes						
SSU	SW7	Well	Sundance Well 7	Yes						
SSU	SW8	Well	Sundance Well 8	Yes						
SSU	SW9	Well	Sundance Well 9	Yes						
TSU	TBS	Booster	Tartesso Distribution	Yes						
TSU	TW1	Well	Tartesso Well 1	Yes						
TSU	TW2	Well	Tartesso Well 2	Yes						
TSU	TW3	Well	Tartesso Well 3 - FUTURE	Yes						
TSU	TWRFW	Well	Tartesso WRF Well	Yes						
TSU	W12	Well	Well 12	Yes						
TSU	W14	Well	Well 14	Yes						
WRFE	FWRF	WRF	Festival Ranch WRF	Evaluation Only						
WRFE	CWRF	WRF	Central WRF	Evaluation Only						
WRFE	SWRF	WRF	Sundance WRF	Evaluation Only						
WRFE	TWRF	WRF	Tartesso WRF	Evaluation Only						
	77710	1111	Facilities Included In Program	47						
			Facilities Evaluated In Program	4						

## **APPENDIX B**

Program Manager Scope of Work Outline

#### **BACKGROUND**

The City of Buckeye is planning to execute a multi-year program to integrate and upgrade the SCADA system throughout the City. The City intends to engage services of one or more Contractors for services including Programmable Logic Controller (PLC) programming, Human Machine Interface (HMI) software development as well as data collection and reporting. It is understood that the City will execute multiple projects in the program simultaneously and will require assistance of more than one Contractor. Additionally, the City intends to have the systems implemented with consistency across multiple projects with different Contractors.

The City is enlisting the services of a Program Manager (PgM) to assist the City in managing the program.

#### **SCOPE OF WORK**

Work Breakdown Structure (WBS) Numbers reference the WBS in the Program Schedule, see Attachment F:

- 1. WBS 1.3.1 Develop Request for Qualifications (RFQ)/Request for Proposal (RFP) for System Integrator(s) – Assist the City to develop and advertise a two-step process for qualification of System Integrators and a subsequent methodology to execute multiple task orders to Contractors throughout the duration of the project.
- 2. WBS 1.3.2 Issue RFQ/RFP Assist the City to advertise the RFQ/RFP
- 3. WBS 1.3.3 Assist the City to Evaluate System Integrator responses and develop a qualified list of Contractors.
- 4. WBS 1.3.4 (Summary Task) Contractor Scope of Work Development, Contract/Fee Review and Project Assignment for each project, including coordination of site visits for each project.
  - Develop scopes of work for all Contractor work in coordination with City staff and Layer 8.
  - Recommend project assignments based an evaluation of System Integrator strengths based on RFQ response.
  - Assist the City to evaluate costs proposals from qualified Contractors
- 5. WBS 1.3.5 (Summary Task) Conduct system inspections and oversee testing to verify the system has been implemented based on the scope of work and in adherence to City standards.
- 6. WBS 1.4 Standards Development Assist the City to gather existing City standards and develop standard documentation for delivery to Contractors for implementation in all projects executed in the program. Standards development includes PLC and HMI software and Cybersecurity for SCADA.
- 7. WBS 1.5.1, 1.6.1, 1.7.1, 1.8.1 Prepare and lead project kickoff meetings for each project.
- 8. WBS 1.3.7 Prepare and lead bi-weekly progress meetings with key staff members during entirety of program. PgM will provide updates and coordination for project

- and overall program schedule, address project schedule and budget issues, and make recommendations to the City regarding payment requests from Contractors.
- 9. WBS 1.5.4 Develop Control Strategies for Sonora Vista Work with City WR Operations staff to develop control strategies for Sonoran Vista site and provide to Contractors for programming.
- 10. WBS 1.5.6 Provide technical oversight during system transition and cutover.
- 11. WBS 1.5.8, 1.6.7, 1.7.7, 1.8.7 Testing and Validation Assist the City to verify functionality of systems as they are brought online by the Contractor. Includes development of system checkout documentation and receipt and review of final programming files and any updates to City standards.
- 12. Factory Acceptance Testing Attend Factory Acceptance testing for any new PLC equipment from Contractors.
- 13. Technical Oversight Provide technical oversight over Contractors on behalf of the City.
- 14. Onsite Coordination Provide onsite coordination on behalf of the City including answering questions, schedule coordination, notifications and coordination with operations and provide a single-point of communication throughout the project.
- 15. WBS 1.3.6 Program Closeout Verify the City has received all deliverables and documentation required by the Contractors contracts and provide recommendations for final payment of retentions, if required.

## **APPENDIX C**

SCADA Software List

#### Appendix C. Software List

Facility ISO Name	Facility Type	Facility Name	Included in Program?	Existing Software	
CWRF	WRF	Central WRF	Evaluation Only	Wonderware System Platform	
FRBS	Booster	Festival Ranch Distribution	Yes	Wonderware InTouch	
FW2	Well	Farallon Well	Yes	Wonderware System Platform	
FWRF	WRF	Festival Ranch WRF	Evaluation Only	Wonderware System Platform	
GWARE	Office	Global Office	No	Wonderware System Platform	
HIST	Booster	Historic Booster	Yes	Wonderware System Platform	
N/A	Office	Buckeye Main Office	Yes	Wonderware System Platform	
NELS	Lift Station	Northeast Lift Station	Yes	Wonderware System Platform	
SuBS	Booster	Sundance Distribution	Yes	Wonderware InTouch	
SWRF	WRF	Sundance WRF	Evaluation Only	Wonderware System Platform	
TBS	Booster	Tartesso Distribution	Yes	Wonderware InTouch	
TWRF	WRF	Tartesso WRF	Evaluation Only	Wonderware System Platform	

## **APPENDIX D**

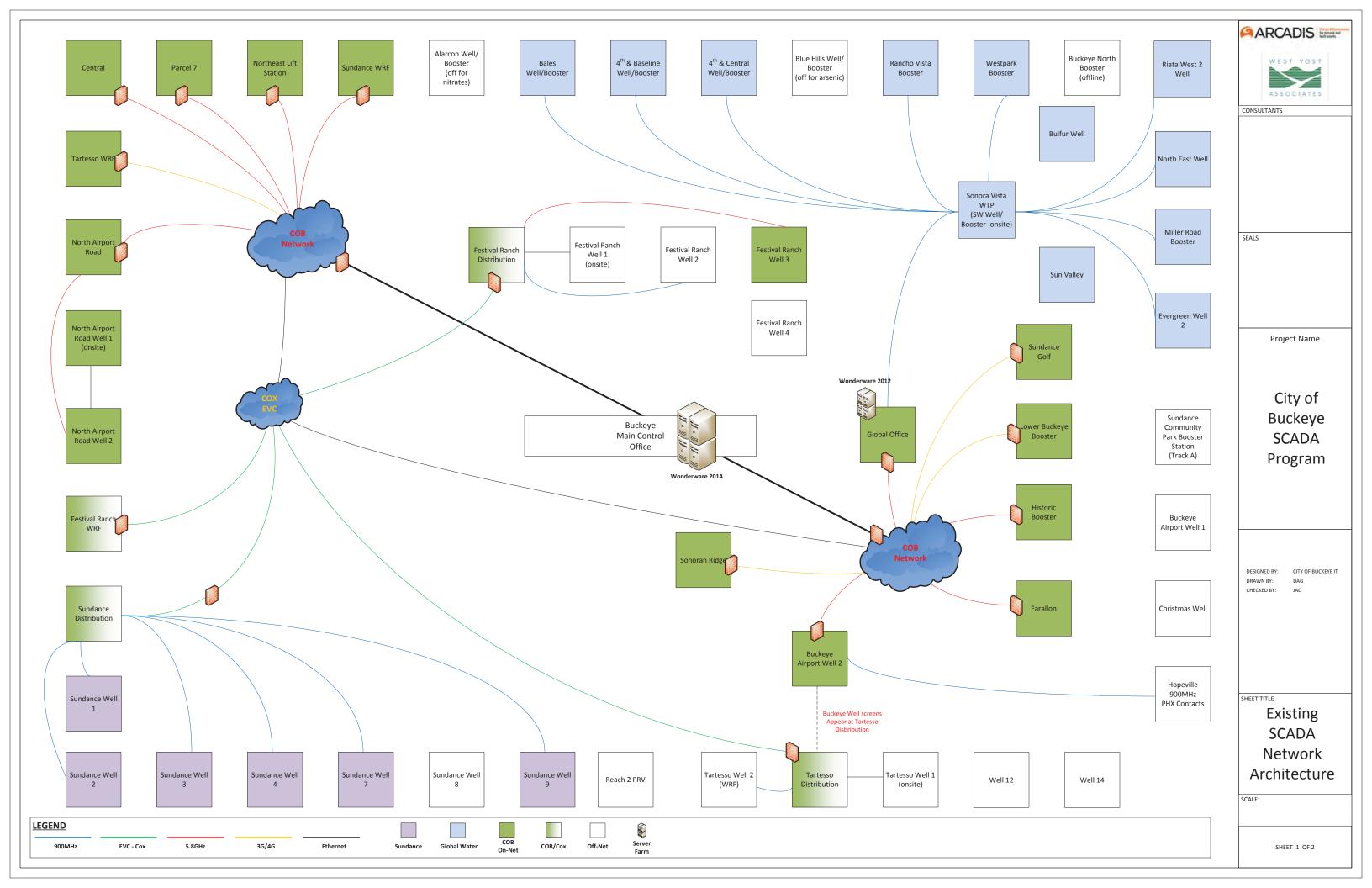
PLC List

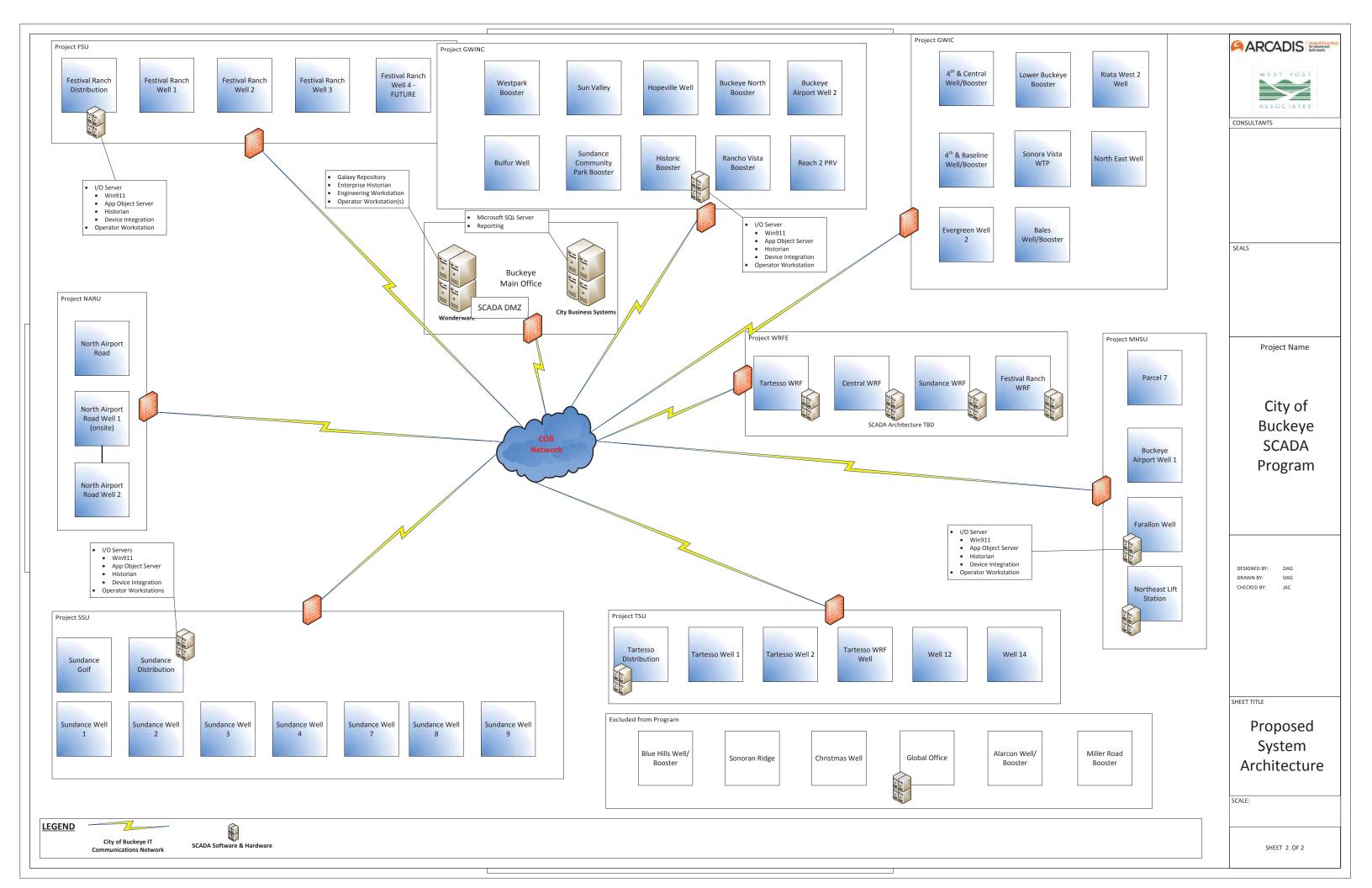
#### Appendix D. PLC List

Facility			Included in	Replace PLC	
ISO Name	Facility Type	Facility Name	Program?	Panel	PLC Size
4BBS	Well/Booster	4th & Baseline Well/Booster	Yes	No	Small
4CBS	Well/Booster	4th & Central Well/Booster	Yes	No	Small
ALBS	Well/Booster	Alarcon Well/Booster	No	Yes	Small
APW1	Well	Buckeye Airport Well 1	Yes	Yes	Small
APW2	Well	Buckeye Airport Well 2	Yes	No	Small
BABS	Well/Booster	Bales Well/Booster	Yes	No	Small
BHW1	Well/Booster	Blue Hills Well/Booster	No	Yes	Small
BNBS	Booster	Buckeye North Booster	Yes	Yes	Small
BULF	Well/Booster	Bulfer Well	Yes	Yes	Large
CWRF	WRF	Central WRF	Evaluation Only	No	Large
EVW2	Well	Evergreen Well 2	Yes	No	Small
FRBS	Booster	Festival Ranch Distribution	Yes	Yes	Large
FRW1	Well	Festival Ranch Well 1	Yes	No	Small
FRW2	Well	Festival Ranch Well 2	Yes	No	Small
FRW3	Well	Festival Ranch Well 3	Yes	No	Small
FRW4	Well	Festival Ranch Well 4 - FUTURE	Yes	No	Small
FW2	Well	Farallon Well	Yes	Yes	Large
FWRF	WRF	Festival Ranch WRF	Evaluation Only	No	Large
GWARE	Office	Global Office	No	No	N/A
HIST	Booster	Historic Booster	Yes	No	Small
HOPE	Well/Booster	Hopeville Well	Yes	Yes	Large
LOBU	Booster	Lower Buckeye Booster	Yes	Yes	Small
MRBS	Booster	Miller Road Booster	No	Yes	Small
N/A	Office	Buckeye Main Office	Yes	No	N/A
NAW1	Well	North Airport Road Well 1	Yes	No	Small
NAW2	Well	North Airport Road Well 2	Yes	No	Small
NAWT	WTF	North Airport Road	Yes	No	Large
NELS	Lift Station	Northeast Lift Station	Yes	No	Small
NEW1	Well	North East Well	Yes	Yes	Small
P7LS	Lift Station	Parcel 7 Lift Station	Yes	No	Large
R2PRV	PRV	Reach 2 PRV	Yes	No	Small
RIW1	Well	Riata West 2 Well	Yes	Yes	Small
RVBS	Booster	Rancho Vista Booster	Yes	No	Small
SoVWT	WTP	Sonoran Vista WTP	Yes	Yes	Large
SRBS	WTF	Sonoran Ridge	No	Yes	Large
SuBS	Booster	Sundance Distribution	Yes	Yes	Large
SuGC	Valve/Meter	Sundance Golf	Yes	Yes	Large
SuVBS	Well/Booster	Sun Valley	Yes	Yes	Large
SW1	Well	Sundance Well 1	Yes	No	Small
SW2	Well	Sundance Well 2	Yes	No	Small
SW3	Well	Sundance Well 3	Yes	Yes	Small
SW4	Well	Sundance Well 4	Yes	No	Small
SW7	Well	Sundance Well 7	Yes	No	Small
SW8	Well	Sundance Well 8	Yes	No	Small
SW9	Well	Sundance Well 9	Yes	No	Small
SWRF	WRF	Sundance WRF	Evaluation Only	No	Large
TABS	Booster	Sundance Community Park Booster	Yes	Yes	Small
TBS	Booster	Tartesso Distribution	Yes	No	Large
TW1	Well	Tartesso Well 1	Yes	No	Small
TW2	Well	Tartesso Well 2	Yes	Yes	Small
TW3	Well	Tartesso Well 3 - FUTURE	Yes	Yes	Small
TWRF	WRF	Tartesso WRF	Evaluation Only	No	Large
TWRFW	Well	Tartesso WRF Well	Yes	Yes	Small
W12	Well	Well 12	Yes	No	Small
W14	Well	Well 14	Yes	No	Small
WPBS	Booster	Westpark Booster	Yes	Yes	Small
XMAS	Well	Christmas Well	No	Yes	Small

### **APPENDIX E**

E1: Current Network System Architecture
E2: Proposed System Architecture





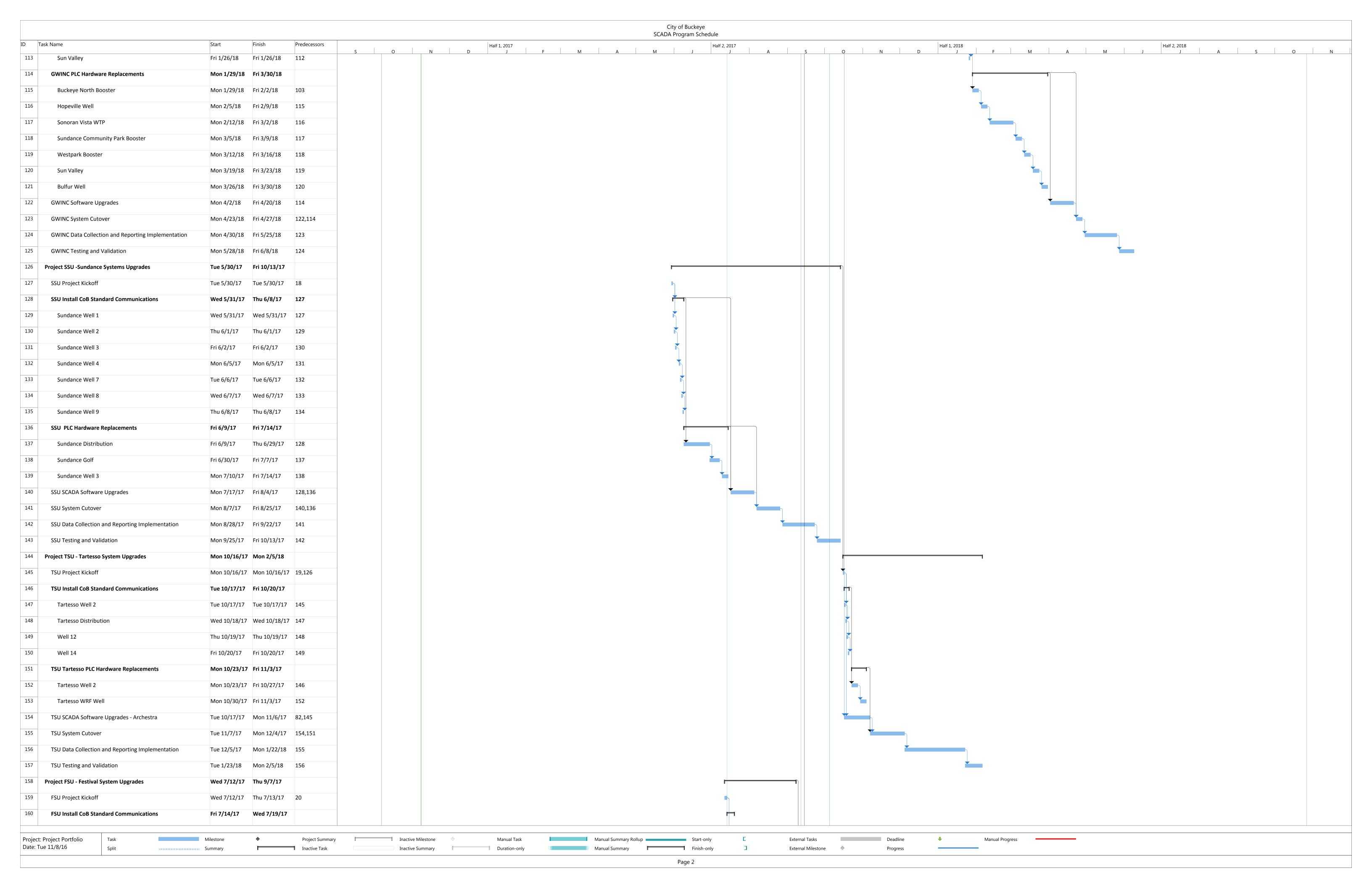
### **APPENDIX F**

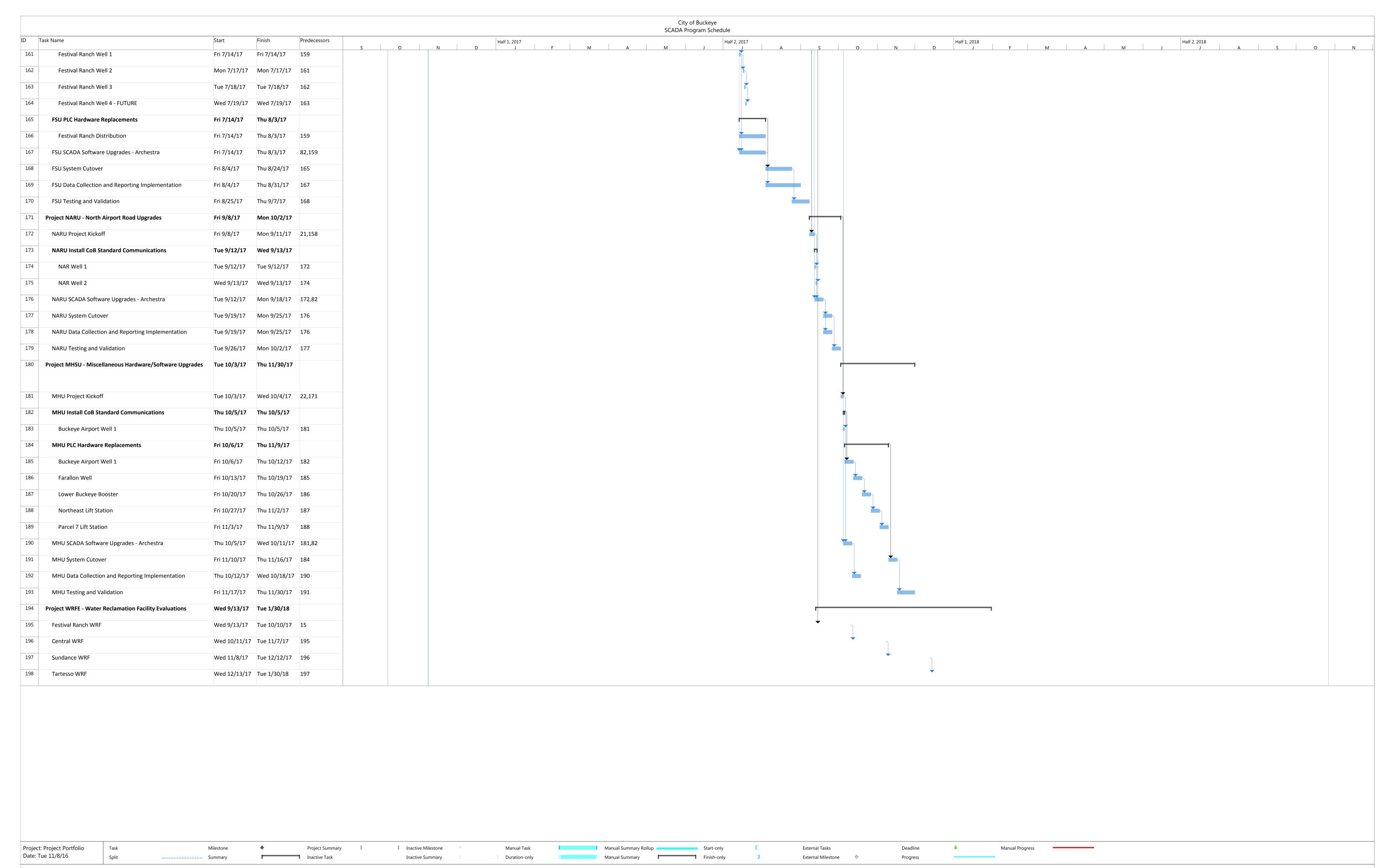
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F2: Program Schedule (ANSI B size)

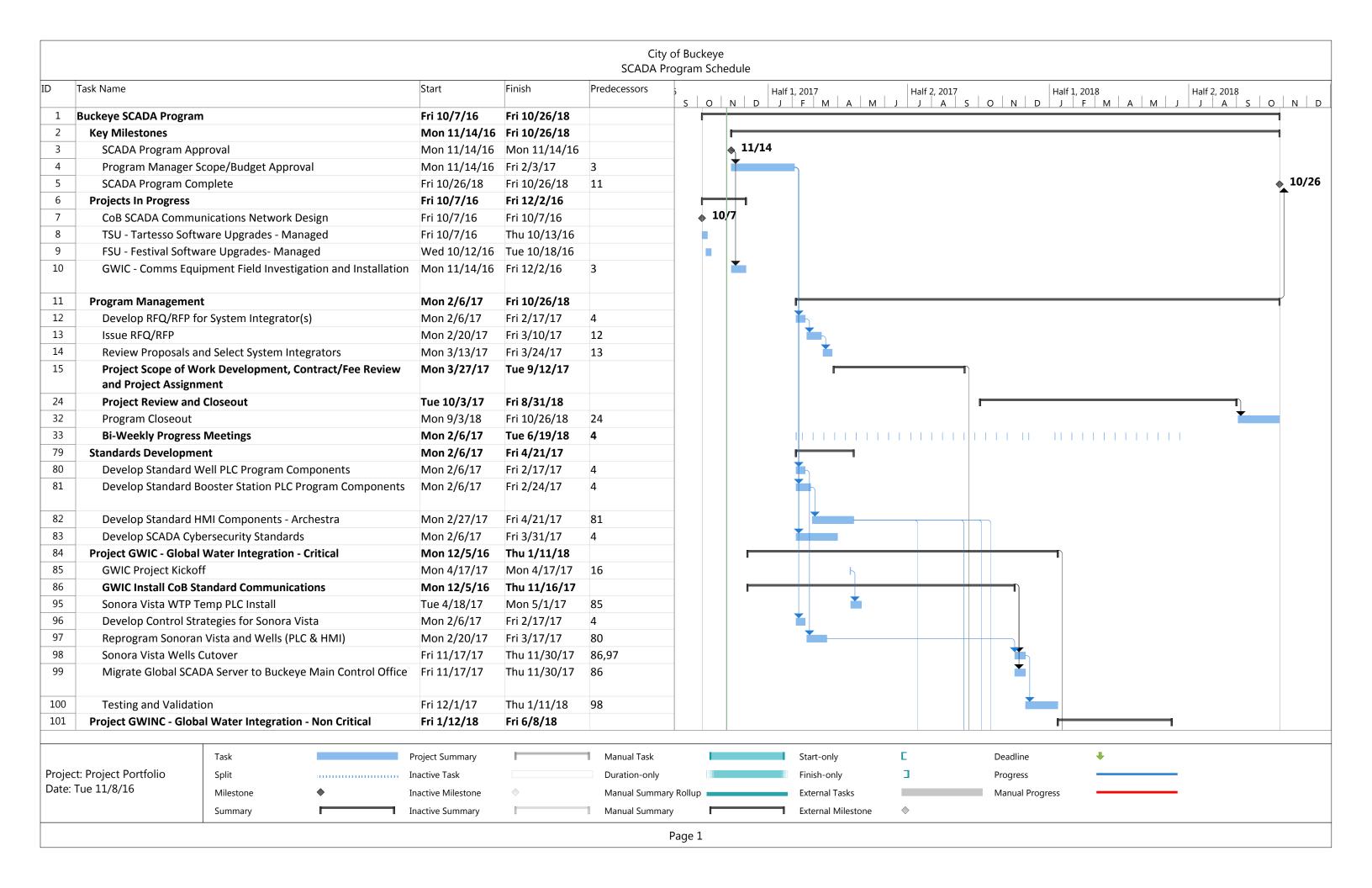
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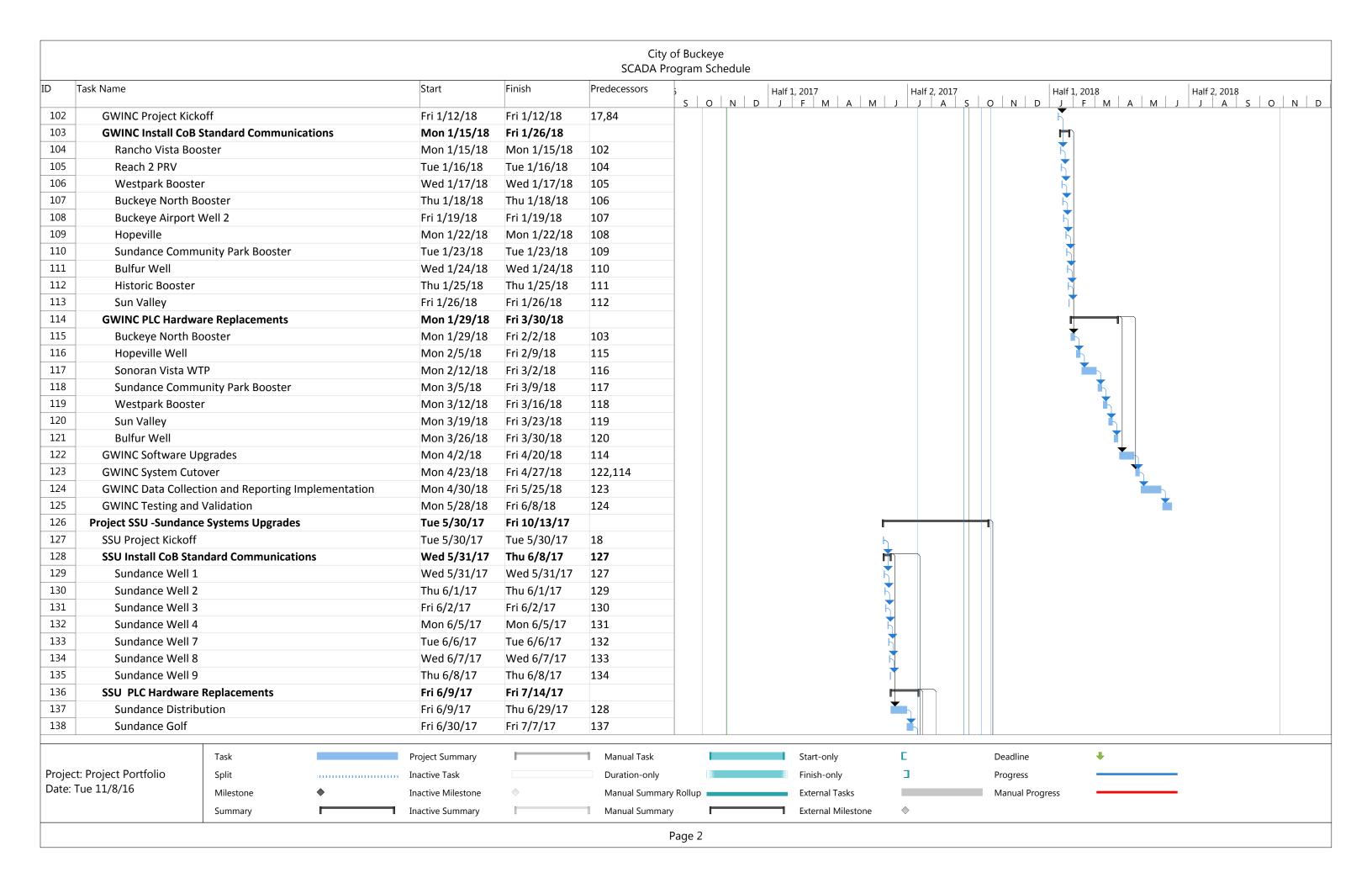
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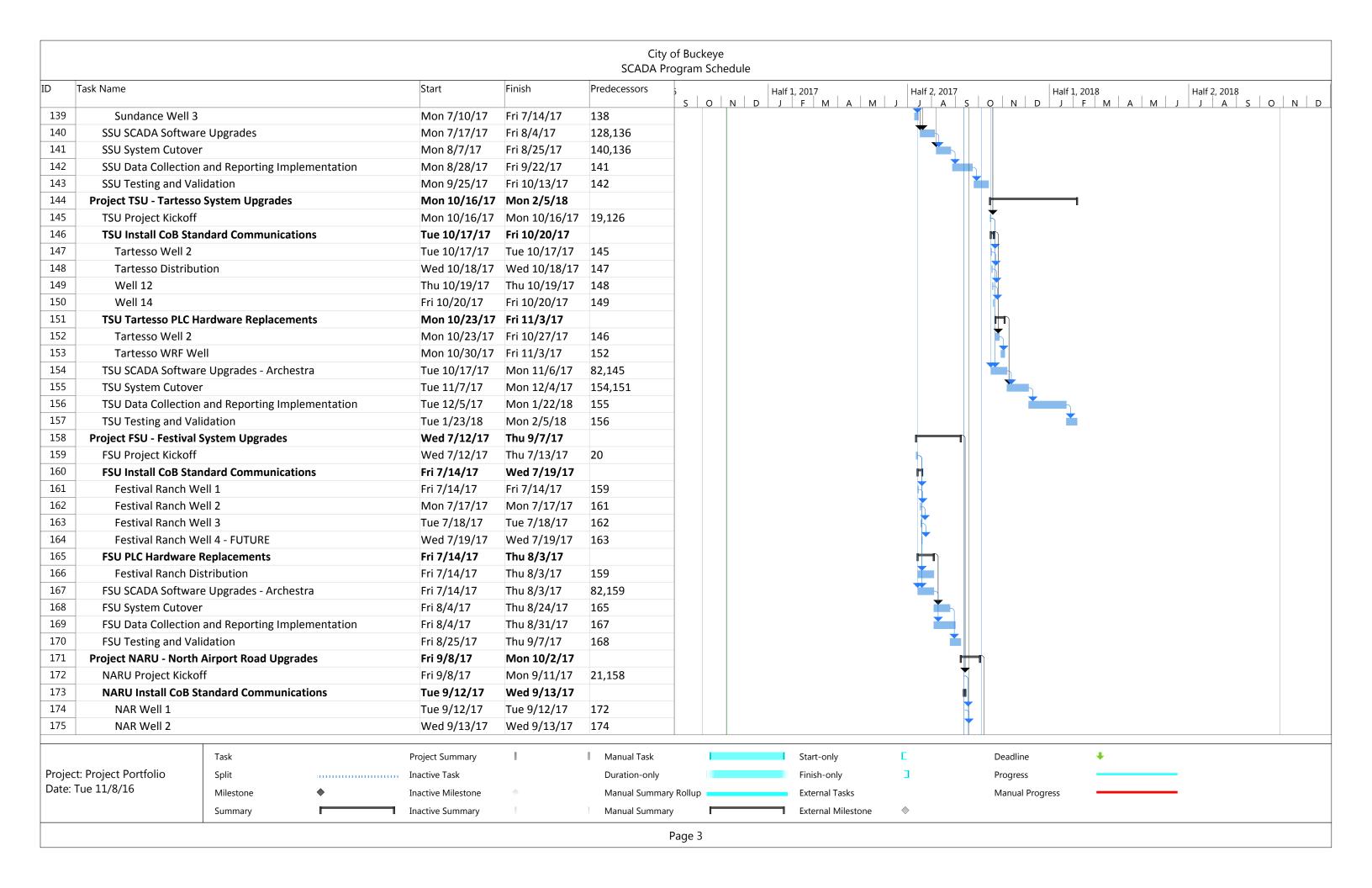
 1 Buckeye SCADA Program Fri 10/7/16 Fri 10/26/18 2 Key Milestones Mon 11/14/16 Fri 10/26/18 11/14 SCADA Program Approval Mon 11/14/16 Mon 11/14/16 Program Manager Scope/Budget Approval Mon 11/14/16 Fri 2/3/17 10/26 SCADA Program Complete Fri 10/26/18 Fri 10/26/18 11 Fri 10/7/16 Fri 12/2/16 **Projects In Progress 10/7** CoB SCADA Communications Network Design Fri 10/7/16 TSU - Tartesso Software Upgrades - Managed Fri 10/7/16 Thu 10/13/16 FSU - Festival Software Upgrades- Managed Wed 10/12/16 Tue 10/18/16 GWIC - Comms Equipment Field Investigation and Installation | Mon 11/14/16 | Fri 12/2/16 | 3 **Program Management** Mon 2/6/17 Fri 10/26/18 Develop RFQ/RFP for System Integrator(s) Mon 2/6/17 Fri 2/17/17 4 Issue RFQ/RFP Mon 2/20/17 Fri 3/10/17 12 Review Proposals and Select System Integrators Mon 3/13/17 Fri 3/24/17 13 Project Scope of Work Development, Contract/Fee Review Mon 3/27/17 Tue 9/12/17 and Project Assignment Tue 10/3/17 Fri 8/31/18 **Project Review and Closeout** Program Closeout Mon 9/3/18 Fri 10/26/18 24 **Bi-Weekly Progress Meetings** Mon 2/6/17 Tue 6/19/18 4 **Standards Development** Mon 2/6/17 Fri 4/21/17 **Develop Standard Well PLC Program Components** Mon 2/6/17 Fri 2/17/17 4 Develop Standard Booster Station PLC Program Components Mon 2/6/17 Fri 2/24/17 4 Mon 2/27/17 Fri 4/21/17 81 Develop Standard HMI Components - Archestra Develop SCADA Cybersecurity Standards Mon 2/6/17 Fri 3/31/17 **Project GWIC - Global Water Integration - Critical** Mon 12/5/16 Thu 1/11/18 GWIC Project Kickoff Mon 4/17/17 Mon 4/17/17 16 **GWIC Install CoB Standard Communications** Mon 12/5/16 Thu 11/16/17 Sonora Vista WTP Temp PLC Install Tue 4/18/17 Mon 5/1/17 85 Develop Control Strategies for Sonora Vista Mon 2/6/17 Fri 2/17/17 4 Reprogram Sonoran Vista and Wells (PLC & HMI) Mon 2/20/17 Fri 3/17/17 80 Fri 11/17/17 Thu 11/30/17 86,97 Sonora Vista Wells Cutover Migrate Global SCADA Server to Buckeye Main Control Office Fri 11/17/17 Thu 11/30/17 86 **Testing and Validation** Fri 12/1/17 Thu 1/11/18 98 101 Project GWINC - Global Water Integration - Non Critical Fri 1/12/18 Fri 6/8/18 Fri 1/12/18 Fri 1/12/18 17,84 **GWINC Project Kickoff GWINC Install CoB Standard Communications** Mon 1/15/18 Fri 1/26/18 Mon 1/15/18 Mon 1/15/18 102 Rancho Vista Booster 105 Reach 2 PRV Tue 1/16/18 Tue 1/16/18 104 Westpark Booster Wed 1/17/18 Wed 1/17/18 105 107 Thu 1/18/18 Thu 1/18/18 106 Buckeye North Booster Fri 1/19/18 Fri 1/19/18 107 Buckeye Airport Well 2 109 Hopeville Mon 1/22/18 Mon 1/22/18 108 Sundance Community Park Booster Tue 1/23/18 Tue 1/23/18 109 111 **Bulfur Well** Wed 1/24/18 Wed 1/24/18 110 Thu 1/25/18 Thu 1/25/18 111 Historic Booster Project: Project Portfolio Project Summary Manual Summary Rollup 🛑 Manual Progress Milestone Inactive Milestone Manual Task Start-only External Tasks Deadline Date: Tue 11/8/16 External Milestone  $\diamondsuit$ Split Inactive Task Manual Summary Finish-only Inactive Summary Progress Summary Duration-only Page 1



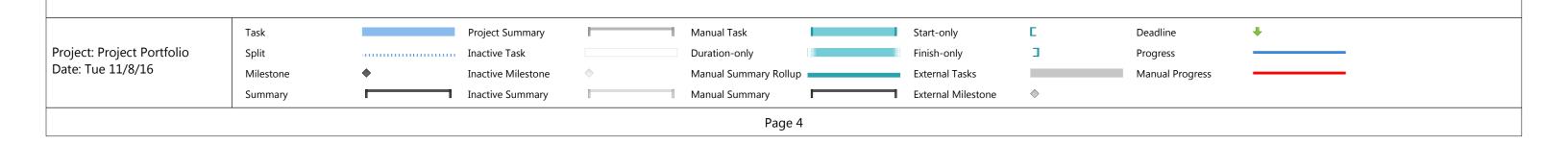








#### City of Buckeye SCADA Program Schedule ID Task Name Start Finish Predecessors Half 1, 2017 Half 2, 2017 Half 1, 2018 Half 2, 2018 S O N D J F M A M J J A S O N D J F M A M J J A S O N D NARU SCADA Software Upgrades - Archestra Tue 9/12/17 Mon 9/18/17 172,82 176 177 Tue 9/19/17 Mon 9/25/17 176 **NARU System Cutover** 178 NARU Data Collection and Reporting Implementation Tue 9/19/17 Mon 9/25/17 176 179 Tue 9/26/17 Mon 10/2/17 177 NARU Testing and Validation 180 **Project MHSU - Miscellaneous Hardware/Software Upgrades** Tue 10/3/17 Thu 11/30/17 181 MHU Project Kickoff Tue 10/3/17 Wed 10/4/17 22,171 182 **MHU Install CoB Standard Communications** Thu 10/5/17 Thu 10/5/17 183 Thu 10/5/17 Thu 10/5/17 Buckeye Airport Well 1 181 184 **MHU PLC Hardware Replacements** Fri 10/6/17 Thu 11/9/17 185 Buckeye Airport Well 1 Fri 10/6/17 Thu 10/12/17 182 186 Farallon Well Fri 10/13/17 Thu 10/19/17 185 187 Fri 10/20/17 Thu 10/26/17 186 Lower Buckeye Booster 188 Northeast Lift Station Fri 10/27/17 Thu 11/2/17 187 189 188 Parcel 7 Lift Station Fri 11/3/17 Thu 11/9/17 190 MHU SCADA Software Upgrades - Archestra Thu 10/5/17 Wed 10/11/17 181,82 191 MHU System Cutover Fri 11/10/17 Thu 11/16/17 184 192 Wed 10/18/17 190 MHU Data Collection and Reporting Implementation Thu 10/12/17 193 MHU Testing and Validation Fri 11/17/17 Thu 11/30/17 191 194 **Project WRFE - Water Reclamation Facility Evaluations** Wed 9/13/17 Tue 1/30/18 195 Festival Ranch WRF Wed 9/13/17 Tue 10/10/17 15 196 Central WRF Wed 10/11/17 Tue 11/7/17 195 197 Sundance WRF Wed 11/8/17 Tue 12/12/17 196 198 Tartesso WRF Wed 12/13/17 Tue 1/30/18 197



### **APPENDIX G**

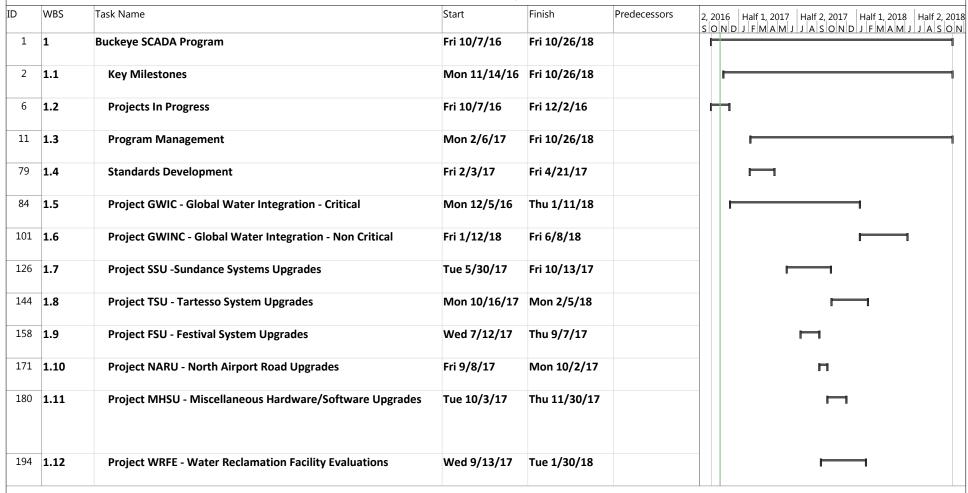
Engineering Budget Analysis

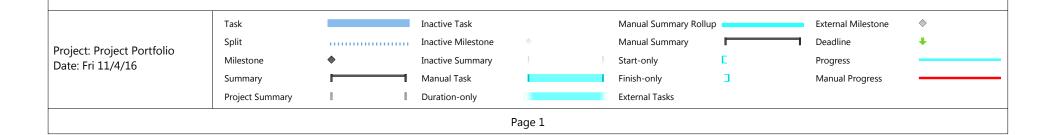
Appendix G. Engineering Budget Analysis				
Task Name	Cost Estimate			
Key Milestones	\$0			
Projects In Progress	\$0			
Program Management <sup>(a)</sup>	\$266,960			
Standards Development	\$62,768			
Project GWIC - Global Water Integration - Critical	\$202,237			
Project GWINC - Global Water Integration - Non Critical	\$455,692			
Project SSU -Sundance Systems Upgrades	\$372,785			
Project TSU - Tartesso System Upgrades	\$204,038			
Project FSU - Festival System Upgrades	\$195,390			
Project NARU - North Airport Road Upgrades	\$42,769			
Project MHSU - Miscellaneous Hardware/Software Upgrades	\$231,042			
Project WRFE - Water Reclamation Facility Evaluations	\$214,528			
Subtotal	\$2,248,208			
Recommended Owners Contingency 30%	\$674,462			
Recommended Budget	\$2,922,670			
<sup>(a)</sup> Efforts for Program Manager are also included in individual projects.				

### **APPENDIX H**

Gantt Chart

### CIty of Buckeye SCADA Program Schedule Gantt Chart Template





### **APPENDIX I**

Task Cost Overview (Template)

# **TASK COST OVERVIEW (TEMPLATE)**

### **COST DETAILS**

Cost details for all top-level tasks.

Name	Fixed Cost	Actual Cost	Remaining Cost	Cost	Baseline Cost	Cost Variance
Key Milestones	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Projects In Progress	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Program Management	\$0.00	\$0.00	\$266,960.00	\$266,960.00	\$0.00	\$266,960.00
Standards Development	\$0.00	\$0.00	\$62,768.00	\$62,768.00	\$0.00	\$62,768.00
Project GWIC - Global Water Integration - Critical	\$0.00	\$0.00	\$202,236.80	\$202,236.80	\$0.00	\$202,236.80
Project GWINC - Global Water Integration - Non Critical	\$0.00	\$0.00	\$455,692.00	\$455,692.00	\$0.00	\$455,692.00
Project SSU -Sundance Systems Upgrades	\$0.00	\$0.00	\$372,784.80	\$372,784.80	\$0.00	\$372,784.80
Project TSU - Tartesso System Upgrades	\$0.00	\$0.00	\$204,037.60	\$204,037.60	\$0.00	\$204,037.60
Project FSU - Festival System Upgrades	\$0.00	\$0.00	\$195,389.60	\$195,389.60	\$0.00	\$195,389.60
Project NARU - North Airport Road Upgrades	\$0.00	\$0.00	\$42,768.80	\$42,768.80	\$0.00	\$42,768.80
Project MHSU - Miscellaneous Hardware/Software Upgrades	\$0.00	\$0.00	\$231,042.40	\$231,042.40	\$0.00	\$231,042.40
Project WRFE - Water Reclamation Facility Evaluations	\$0.00	\$0.00	\$214,528.00	\$214,528.00	\$0.00	\$214,528.00

# ROTTWEILER CONTROLS, LLC Built on Honesty, Integrity, & Respect

3548 E. MESQUITE STREET GILBERT, AZ 85296 PHONE: (480) 241-0016

STATEMENT OF QUALIFICATION: RFQ: 417007
CITY OF BUCKEYE - SCADA IMPROVEMENTS ON-CALL LIST - CATEGORY 2 - SCADA SYSTEM PROGRAMMING

### FIRM INFORMATION

1. Rottweiler Controls LLC, is honored to provide the City of Buckeye (City) with our Team's qualifications and experience. Rottweiler has been providing the (City), SCADA Support Services for the last three (3) years under an **On-Call Contract 2016-003**. Steve Gontarz, Field Specialist for Rottweiler has been providing the (City) support through his former employers since 1999.

Rottweiler Controls was founded by Steve Gontarz in 2014. Steve's vision was to provide a higher level of "Service" that was neglected for years in the Controls Integration industry. The "Core" of Rottweiler Controls is *Honesty, Integrity and Respect*. Rottweiler's Field Specialist Team has years of experience in the Controls, Integration System Design, and Commissioning. Our Projects range from Simple to Complex Well Sites and Liftstations, to complete Treatment Facilities, Manufacturing, Chemical/Petroleum processing, Semiconductor, Food and Beverage industry. Rottweiler guarantees our reputation of "Customer Service" and quality of workmanship that provides Twenty-Four (24) Hour Support Seven (7) Days a week.

• Rottweiler respectfully request consideration for "Category 2: SCADA System Programming" for the On-Call List.

Rottweiler's sole Office is located 3548 E. Mesquite St. Gilbert, Arizona 85296.

Rottweiler currently has four (4) on staff, Three (3) Technical (Programmers and Field Specialist), and one (1) Administrator.

There are two (2) Primary Points of Contact (POC) for the City of Buckeye. **Office:** 480-241-0016 *Jill Gontarz, Owner & Office Manager*, e-mail (jgontarz@rottweilercontrols.com). **Cell:** 480-241-0932 for *Steve Gontarz*, Field Specialist/Project Manager/SCADA (sgontarz@rottweilercontrols.com).

Rottweiler Controls is an Arizona Limited Liability Company registered with the Arizona Corporation Commission, Licensed in The City of Gilbert and The City of Buckeye.

Rottweiler is proud to report that we have <u>never</u> had a Contract or Subcontract terminated nor has Rottweiler been the subject or involved in any Litigation or Arbitration.

**2.** Rottweiler is a privately held Self Certified, Minority/Women Owned, Arizona LLC, and is debt free. We are solely self-funded and maintain an Excellent Credit rating with our suppliers.

Rottweiler is qualified in utilizing the Project Management tools such as Microsoft Project Professional or other software as indicated by the Program Manager and Team Leaders. Rottweiler Controls Field Specialist Team, will prove to be an excellent asset to the City of Buckeye and Team.

3. All elements of the SCADA System Programming Category will be completed in house and will not require the use of Subcontractors. As a Registered Wonderware System Integrator, and a Rockwell System Integrator, Rottweiler maintains all the software licenses and support resources required to provide the (City) and the (City's) Team with SCADA Programming Support on any part of the system.

### **Rottweiler Controls LLC**

### Built on Honesty, Integrity and Respect

### **B. EXPERIENCE OF FIRM:**

### City of Buckeye - On-Call Contract Services, Buckeye, Arizona

• Continuing: On-Call SCADA Support, Rottweiler provided Standard & Emergency Support.

Contract Amount: \$10,000.00
 Method: Direct Select
 Completion Date: On Going

### Operations Management International, Inc., CH2MHill -Prescott Valley WWTP Facility

Rottweiler did a complete PLC System Re-write for Prescott Valley WWTP.

Contract Amount: \$238,052.25
 Method: Direct Select
 Completion Date: On going

### Town of Camp Verde, Camp Verde Arizona – SCADA Conversion

 Rottweiler converted a Citect SCADA System to a Wonderware System & Provided New SCADA Computer.

Contract Amount: \$47,555.00
 Method: Direct Select
 Completion Date: On Going

### Fountain Hills Sanitary District - Fountain Hills, AZ - DCS/SACP Retrofit

Rottweiler provided AB, PLC and OIT Programming for Intermediate Phase of plant Expansion.

Contract Amount: \$17,727.00
 Method: Direct Select
 Completion Date: April 12, 2017

### Slide Rock State Park Wastewater, Slide Rock, Arizona – Continuing Services

• Support & Repair Services to restore the facility to normal operations & to provide ongoing support.

Contract Amount: \$20,000.00Method: Direct Select

• Completion Date: Contract is On Going Support

### TWO GENERAL REFERENCES:

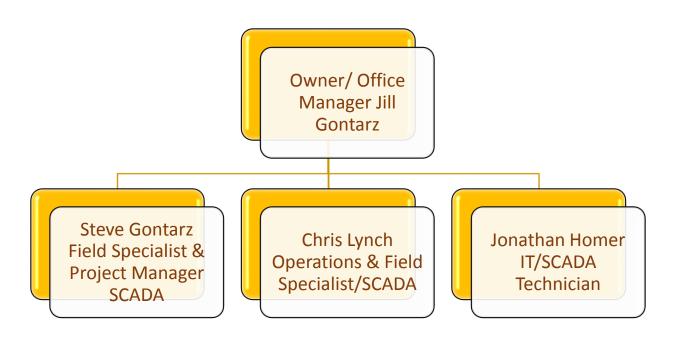
 James Mainus: (928) 420-6805 8466 E. Long Mesa Dr. Prescott Valley, AZ 86314 jmainus@ch2m.com

Jerry Tinagero: (928) 593-0529

1000 E. state Route 26 Camp Verde, AZ 86322 wwtp@campverde.az.gov

# Rottweiler Controls LLC Built on Honesty, Integrity & Respect

### C1. ROTTWEILER ORGANIZATIONAL CHART:



All employees report to Rottweiler Controls LLC at the Home Office: 3548 E. Mesquite St.

**Gilbert, AZ 85296** 

www.rottwweilercontrols.com



### ROTTWEILER CONTROLS, LLC Built on Honesty, Integrity & Respect



### **Education**

- US Navy (10 Years) Advanced Electronics
- Certified US Navy Instructor
- US Navy Surface to Air Missile Systems Instructor
- Harpoon Operator Team Trainer Instructor
- Harpoon Weapons
   Maintenance Instructor
- 55B Mod10 Terrier Missile Technician
- West Chester State University, PA
- Level I Thermography Certified #99090(ITC)
- NFPA 70E
- OSHA 10 Hour Construction

### PLC/DCS Hardware

- Rockwell/Allen Bradley
- Schneider Telemecanique -Modicon
- GE Fanuc
- Siemens/Siemens TI
- Bristol Babcock
- Networking: DeviceNet, ControlNet, Modbus, Modbus Plus, and Industrial Ethernet

### SCADA Software

- Wonderware (IAS and Intouch)
- GE Proficy/Intellution
- Rockwell RSView
- Citect

### Stephen G. Gontarz Project Manager – Field Specialist

### **Primary Role:**

Steve will be the Primary Point of Contact for the City of Buckeye. Steve will be the Leading Manager in Rottweilers Project Team for defined tasks, and Emergency Response Team for "Unscheduled" issues.

### **Experience:**

Mr. Gontarz is the co-founder of Rottweiler Controls, LLC and Field Specialist. Steve has more than twenty (20) years of Technical Design, Programming, and Start-up Commissioning's in Instrumentation and Control (I&C) projects. Steve's vision was implemented into Rottweiler's Core Values of Honesty, Integrity, and Respect to cultivate excellent "customer service".

Steve has extensive Programming experience with Allen-Bradley (RSLogix 5000, RSLogix 5000, RSLogix 5000, RSLogix 5, Modicon (Unity, Concept, ProWorxNXT), Siemens (TiSoft), and GE FANUC, PLCs. His HMI Programming experience includes working with various versions of the Wonderware (InTouch and IAS), GE Proficy/Intellution, and Citect packages. He has Programmed and configured Operator Interface Terminals manufactured by Allen-Bradley (PanelView, PanelView Plus, 400-800), Modicon (Panel Mate), Total Control Products, Eaton, Phoenix Contact, Idec, Direct Logix and Maple Systems.

Steve is the driving force in hundreds of Controls System projects ranging from small simple projects to large complex systems. Steve has become the "Go-To" man at startups, because of his Experience and most of all his Process Knowledge. Steve's experience includes:

- Water Wells
- Recharge and Injection Wells (Treated Wastewater)
- Arsenic Removal Systems
- Chemical Injection
- Ultra-Pure Chemical (Semiconductor)
- Injection Molding

- Booster Stations
- Complete Water and Wastewater
  Treatment Plants
- Lift Stations
- Mining
- Thermal Heat-Treat
- Food and Beverage

Steve's reputation is well known in the Arizona market for his Superior Performance and his commitment to Customer Service. Since opening Rottweiler, some of the entities served include:

- Prescott Valley
   Water/Wastewater
- Fountain Hills Sanitary District
- City of Buckeye
- Luke Air Force Base

- Precision Tools & Die
- Bagdad Mine
- Town of Camp Verde
- Arlington Power Generation



# ROTTWEILER CONTROLS, LLC Built on Honesty, Integrity & Respect

### Stephen Gontarz Project Manager and Field Specialist

### Recent Project Experience includes:

### City of Buckeye Water Distribution System (Various Sites/Systems), Buckeye AZ

Rottweiler supported the City of Buckeye triaging Sites that were failing, converting them to a managed InTouch System.

**Role:** Steve as Project Manager and Field Specialist, programmed Site Start up's, Verifications and any Diagnostic work that needed to be done. This was a Multi-site project consisting of the following:

Sun Dance – Water and Wastewater Sites

Festival Ranch – Water and Wastewater

• Tartesso – Water and Wastewater Sites

- Northeast Lift station
- Farallon Well Historic Booster Station
  - 200000
- Contract Amount: \$77,500.00 Estimated
  Completion Date: December 2015
- Method: Direct Select

Steve assessed all of Global Water Sites in March 2016. He recorded and provided a twenty-seven (27) page Site Assessment Manual for the Global Water System Sites. No documentation existed until that time.

### Town of Camp Verde, Camp Verde Arizona – SCADA Conversion (From Firm List)

Role: Steve assessed what was needed for the Town of Camp Verde, configuring a new SCADA Computer, after a catastrophic Server Failure resulting in the plant's staff having to monitor every three (3) hours, twenty-four (24) hours a day until the system was back online. The Town's request was to switch from Citect HMI to Wonderware. As part of this Project, Steve converted the Citect Database to Wonderware and recreated all graphical screens. In addition, Steve set up Win911 Enterprise addition which had the Town of Camp Verde up and running in Auto within two (2) weeks on the New Wonderware Application.

### FOR USE IN TAB C: EXPERIENCE OF KEY PERSONNEL, IN ADDITION TO RESUME OF KEY PERSONNEL

### Provide Two General References (outside of firm), with contact information

Company Name: Town of Prescott Valley (OMI/CH2MHill)

Address: 8466 E. Long Mesa Dr., Prescott Valley, AZ 86314

Reference: James Mainus

Telephone Number: (928) 420-6805

Email address: <a href="mainus@ch2m.com">jmainus@ch2m.com</a>

Company Name: Town of Camp Verde

Address: 1000 E. State Route 260, Camp Verde, AZ 86322

Reference: Jerry Tinagero

Telephone Number: (928) 593-0529

Email address: wwtp@campverde.az.gov

### ROTTWEILER CONTROLS, LLC

Built on Honesty, Integrity & Respect



### **Education**

### Continuing Education

- Mine Safety Hazard Training (MSHA)
- NFPA 70E
- OSHA 10 Hour Construction
- 984 Programming AEG Modicon
- Modbus Plus Networking – AEG Modicon
- Advanced Installation Programming
- Industrial SQL Server Basic
- LANtastic LAN
   Management
   Software Experience
- Wonderware Industrial SOL, Intouch
- Win911
- Rockwell Automation -RSLogix, RSView
- Modicon Proworx, Concept, and Unity

### **Operating Systems**

- Microsoft Server (Various Versions)
- Microsoft Window (Various Versions)
- Apple OS X

### Christopher S. Lynch Operations and Field Specialist

### Primary Role:

Chris' role will be in Wonderware and Rockwell PLC Programming and Support. Chris will be part of Rottweilers Project Team for defined tasks, and Emergency Response Team for "Unscheduled" issues.

### **Experience:**

Chris Lynch is Operations and Field Specialist for Rottweiler Controls, LLC. Chris's career started as an Application Programmer and his Professional experience over the past 25 years has included numerous I&C projects ranging in scope from conception to commissioning. Chris' roles ranged from Senior Application Programmer, Lead Technician, Project Manager, to full financial control of large projects as Chief Financial Officer of DLT&V Systems Engineering.

Chris' projects consisted of Control System Design, Supervisory Control and Data Acquisition (SCADA) Systems, Programmable Logic Controller (PLC) Program Engineering and development, Human – Machine – Interface (HMI) Program Engineering and Development Construction Inspection, and startup of water production, Water Treatment, Wastewater, Mining, and Manufacturing applications.

Chris has extensive Programming experience with Modicon, Siemens, Toshiba, GE FANUC, and Allen-Bradley PLCs. His HMI Programming experience includes working with various versions of the Wonderware and Intellution packages. He has programmed and configured Operator Interface Terminals manufactured by Kessler-Ellis, Allen-Bradley, Modicon, Total Control Products, Eaton, Phoenix Contact, and Nematron.

Chris has more than 25 years of progressively responsible experience in Operational and Project Management, hands-on technical design, programming, and start-up responsibilities in Instrumentation and Control (I&C) projects. As a founding partner of an Electrical Engineering, Instrumentation, and Controls Consulting Firm, Chris is a proven entrepreneurial Senior Manager with extensive experience in Operational Management. His current duties include day to day Operational Development for our growing business, Resource Management, Business Development, Project Management, and hands-on Field Service. Chris' career has been dedicated to "Best in Class" Customer Service and he has a proven track record in providing it.

Prior to Joining Rottweiler, Chris was the Vice President – Business Development and Procurement for Keller Electrical Industries, Inc. (KEI). Chris managed a sales team of Six Outside and Three Inside sales people growing revenue to over \$25 Million in Sales. Chris successfully grew sales by double digits in struggling economy while increasing market share and company name recognition for the company. He Personally Negotiated, Executed, and Delivered over \$4M in Equipment/Project Sales in his last two years at KEI. Additionally, Chris solidified and negotiated OEM and Distribution relationships with major electrical manufacturers including US Motors, Toshiba Industrial Controls, GE, and ABB.



# ROTTWEILER CONTROLS, LLC Built on Honesty, Integrity & Respect

Christopher S. Lynch
Operations and Field Specialist

### Recent Project Experience includes:

### Fountain Hills Sanitary District DCS/SACP RTU Replacement (From Firm List)

**Role:** Chris was Programming Project Manager and Lead Programmer on this project which included programming two Rockwell Control Logix PLC's and two PanelView 700 Operator Interfaces to accommodate the Temporary operations of the Wastewater Treatment Facility. Process areas included:

- Flow Equalization Basin (FEB) Pump Station
- Waste Activated Sludge(WAS) Pump System
- Digested Sludge Pump System
- Thickened Sludge Pump System.

Chris performed Startup testing and Commissioning with the customer and assisted the customer with their VTScada Database modifications.

### Slide Rock Park Wastewater Continuing Service (From Firm List)

**Role:** Chris "Reverse Engineered" OEM's Wonderware and WIN 911 Applications to determine why the system to Function in Automatic Mode. Chris was required to match up Wonderware Tags to determine Operational Function and Intent while matching to PLC Code. Many of the issues Chris determined were the OEM's attempt to "Standardize" programming but failing to Enable/Disable features relative to Slide Rock's specific process.

Chris continues to provide on-going "On-Call" support for system enhancements and process optimization.

### FOR USE IN TAB C: EXPERIENCE OF KEY PERSONNEL, IN ADDITION TO RESUME OF KEY PERSONNEL

### Provide Two General References (outside of firm), with contact information

Company Name: Town of Prescott Valley (OMI/CH2MHill)

Address: 8466 E. Long Mesa Dr., Prescott Valley, AZ 86314

Reference: James Mainus

Telephone Number: (928) 420-6805

Email address: <a href="mainus@ch2m.com">jmainus@ch2m.com</a>

Company Name: Slide Rock State Park

Address: 6871 N. Hwy 89A, Sedona AZ 86336

Reference: Frank Vandevender

Telephone Number: (928) 282-3034

Email address: \_\_fvandevender@azstateparks.gov



# ROTTWEILER CONTROLS, LLC Built on Honesty, Integrity & Respect



#### Education

- University of Phoenix Bachelor of the Arts (BA), Criminal Justice / Law Enforcement Administration with a Concentration in Management, Graduated Cum Laude
- University of Phoenix Master's Degree, Management of Information Systems, (Current - 2017)

### Professional Certifications

- Wonderware Application Server
- Wonderware INtouch

### Software Experience

- WonderWare –
   Industrial SQL, System

   Platform, Intouch
- Win911
- Adobe Illustrator, Dreamweaver
- VMWare
- Oracle
- Honeywell Experion, GUS, Server, Control Builder, Configuration Studio
- Rockwell Automation -RSLogix, RS View

### **Operating Systems**

- Microsoft Server (Various Versions)
- Exchange Server
- Microsoft Window (Various Versions)
- Linux
- Apple OS X

### Jonathan Homer System Integrator

### Primary Role:

Jonathan's role will be in Wonderware and WIN911 Programming, and Network Support. Jonathan will be part of Rottweilers Project Team for defined tasks, and Emergency Response Team for "Unscheduled" issues.

### **Experience:**

Mr. Homer is a Control System Integrator with over eight (8) years in Control Systems Automation, Information Technology, Technical Support, Field Service, and Business Development.

Jonathan has extensive experience installing, maintaining, and troubleshooting a variety of hardware, software, and networking issues and working directly with customers to resolve problems. He has well-developed skills configuring servers, client networks, and software clients, designing Human Machine Interfaces (HMI), Graphical User Interfaces (GUI), and upgrading and installing software and server applications.

Jonathan is a dedicated leader with excellent communication skills and has a proven track record of success managing a portfolio of IT projects, serving as the primary point-of-contact for customers, and serving as a technical Subject Matter Expert responsible for resolving customer issues with hardware, software, networking, and providing expert advice on company products and services.

Prior to joining Rottweiler, Jonathan was a Senior Designer/System Integrator at an Industrial Software Integration company specializing in the Gas and Oil market. Jonathan provided Software Design and Development on a proprietary industrial product based on the Honeywell DCS platform and geared for the Gas and Oil and Manufacturing Industries.

# Rottweiler Controls LLC Built on Honesty, Integrity and Respect

### Jonathan Homer System Integrator

### Recent Project Experience includes:

City of Prescott Valley, Water Distribution SCADA Server Replacement, Prescott Valley, AZ (From Firm List)

**Role:** Jonathan was the lead in replacing a failed server system for a private Water Operation company running the Town of Prescott Valley's Water and Wastewater systems. Jonathan configured and deployed a redundant Wonderware system communicating over a combination of Radio and Ethernets monitoring and controlling Thirteen Well Sites, Three Booster Stations, and Five Tank Sites. The system also included the addition (upgrade) of Win911 Alarming software.

British Petroleum (BP) Husky Refinery - ISOCracker and ISOCracker SIS - Honeywell GUS to Experion/Altius Upgrade, Toledo, OH

Project was to convert the existing proprietary Honeywell GUS (Global User Station) graphics to an ASM (Abnormal Situation Management) Graphics scheme utilizing the proprietary Shape Package Altius.

Role: Jonathan built two-hundred plus ASM graphics for the projects, Implemented the graphics, performed system check-out on site, and performed on-going service work. Most of the Graphic development was performed off site at Jonathans local office located in Scottsdale, AZ, before heading to site for implementation. Jonathan was the primary point of contact on both projects, and both projects were completed ahead of schedule allowing time to perform extra system enhancement for the customer.

Contract Amount: \$800,000.00 Estimated

Completion Date: September 2015
 Method: Direct Select

### FOR USE IN TAB C: EXPERIENCE OF KEY PERSONNEL, IN ADDITION TO RESUME OF KEY PERSONNEL

### Provide Two General References (outside of firm), with contact information

Company Name: Celtic Elevator

Address: 39506 W Daisy Mountain Dr Suite 122-613, Anthem AZ 85086

Reference: Shaun Leary

Telephone Number: <u>602-910-0409</u>

Email address: <u>shaun@celticelevator.com</u>

Company Name: Wonderware West

Address: 2111 E Highland Ave B430, Phoenix, AZ 85016

Reference: Brian Farner

Telephone Number: (602) 297-2600

Email address: Brian.Farner@west.Wonderware.com

### SOLICITATION AMENDMENT ACKNOWLEDGEMENT

RFQ# 417007: SCADA IMPROVEMENTS ON-CALL LIST

**AMENDMENT NUMBER 1** 

**AMENDMENT ISSUE DATE: March 30, 2017** 

Offeror certifies that Offeror has read, understands, and will fully and faithfully comply with this Request for Proposals, its attachments and any referenced documents. Offeror also certifies that this offer was independently developed without consultation with any of the other Offerors or potential Offerors.

Name of Company:	Rottweiler Controls, LLC
Authorized Signature:	Jill LAwla-Coolaer_
Print Name and Title:	
Date:	April 26, 2017
Address:	3548 E. Mesquite Street
City, State, Zip Code:	Gilbert, AZ 85296
Telephone Number:	480-241-0016
Email Address:	JGontarz@RottweilerControls.com

example, we intend to submit for both categories so do we state we are submitting in category 1, within the category's 2 submittal?

A2: Identify the category you are submitting for in each cover page. You will have one cover page per category. You do not need to mention both categories on one cover page.

The balance of the specifications and instructions remain the same. Offerors must acknowledge receipt and acceptance of this amendment by returning the entire amendment with the

Proposal.

RFQ# 417007: SCADA IMPROVEMENTS ON-CALL LIST

**AMENDMENT NUMBER 2** 

AMENDMENT ISSUE DATE: April 24, 2017

Offeror certifies that Offeror has read, understands, and will fully and faithfully comply with this Request for Proposals, its attachments and any referenced documents. Offeror also certifies that this offer was independently developed without consultation with any of the other Offerors or potential Offerors.

Name of Company:	Rottweller Controls, LLC
Authorized Signature:	Jill R. Studez-Contain
Print Name and Title:	
Date:	April 26, 2017
Address:	3548 E. Mesquite Street
City, State, Zip Code:	Gilbert, AZ 85296
Telephone Number:	480-241-0016
Email Address:	JGontarz@RottweilerControls.com

# ON-CALL PROFESSIONAL SERVICES CONTRACT BETWEEN CITY OF BUCKEYE AND ROTTWEILER CONTROLS, LLC

Contract No: 31700019

THIS CONTRACT, made and entered into by and between the CITY OF BUCKEYE, an Arizona municipal corporation, hereafter called the "CITY", and Rottweiler Controls, LLC, hereafter called "CONSULTANT".

#### **RECITALS**

The City of Buckeye, Arizona, is authorized and empowered by the City Code to execute contracts for professional services.

**NOW, THEREFORE**, in consideration of the premises and the mutual promises herein contained, The City and Consultant agree as follows:

This Contract shall be in full force and effect only when it has been approved as required by the City Code and executed by the duly authorized City officials.

#### 1.0 SCOPE OF SERVICES

The City desires to obtain Professional Services related to SCADA Improvements. In accordance with the contract documents, a specific scope of services and fee proposal shall be negotiated for each project and be executed by individual Task Orders. Services provided by the Consultant under this agreement shall be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar conditions.

The Consultant shall perform all services within the cost and timeframes defined in executed Task Orders, and comply in all respect, as described herein for the consideration stipulated, and in compliance with applicable Federal, State, and City Codes. Services at the City's request may include, in general, but are not limited to the following:

### Control Panel Design, Build and Installation - May include the following services:

- Design of new control panels
- Design of control panels retrofits or replacements, including site visits to develop documentation of existing conditions as required
- Participate in design review meetings

On-Call SCADA Improvements Rottweiler Controls, LLC Contract No: 31700019

- Development of detailed control panel cost estimates
- Development of control panel shop drawings
- Development of detailed delivery schedule for control panel assembly
- Build control panels
- Perform Factory Acceptance Test, including loading basic PLC program for testing purposes
- Development of final "As-Built" drawings
- Installation of new control panels
- Removal of existing control panel components
- Installation of control panel components in retrofitted panels
- Perform site acceptance testing
- Provide startup/cutover support

#### 2.0 FEES AND PAYMENTS

### 2.1 REGISTRATION REQUIREMENT IN CONSULTANT SELF SERVICE (VSS)

In order to do business with the City of Buckeye, all Consultants must register at <a href="https://selfservice.buckeyeaz.gov/MSS">https://selfservice.buckeyeaz.gov/MSS</a>. Please be aware, Consultants that do not register and verify their information, including uploading a W-9 form to their profile, may experience delays in processing of invoices and will not be able to do business with the City.

### 2.2 BUSINESS LICENSE REQUIREMENT

Consultants doing business within the City limits must obtain a City of Buckeye Business License in order to do business with the City. Apply for a Business License at <a href="http://www.buckeyeaz.gov/business-licenses/">http://www.buckeyeaz.gov/business-licenses/</a>.

### 2.3 FEE SCHEDULE

Each Task Order over One Hundred Thousand Dollars (\$100,000.00) shall be subject to City Council Approval.

### 2.4 PAYMENT APPROVAL

The time spent for each task shall be recorded and submitted to the Contract Administrator. Consultant shall maintain all books, papers, documents, accounting records and other evidence pertaining to time billed and to costs incurred and make such materials available at all reasonable times during the contract period.

Monthly payments shall be made to the Consultant on the basis of a progress report prepared and submitted by the Consultant for work completed through the last day of

the preceding calendar month. Each task shall be subject to review and approval by the Contract Administrator to determine acceptable completion.

The Contract Administrator shall prepare a partial payment request document for the Consultant's acceptance.

The Contract Administrator reserves the exclusive right to determine the amount of work performed and payment due the Consultant on a monthly basis.

All charges must be approved by the Contract Administrator prior to payment.

#### 3.0 GENERAL TERMS AND CONDITIONS

### 3.1 CONTRACT ADMINISTRATOR

The Contract Administrator for the City shall be the Purchasing Agent in the Construction and Contracting Division or designee. The Contract Administrator shall oversee the performance of this Contract, assist the Consultant in contacting members of the City, audit billings, and approve payments. The Consultant shall submit all reports and special requests through the Contract Administrator.

### 3.2 TERM OF CONTRACT

The Contract initial term is established for a term commencing on the date of execution and ending June 30, 2018, with automatic renewals, unless otherwise terminated by either party, for four (4) additional one-year terms. Consultant shall provide services under the contract for specific project assignments with a Task Order issued no later than the final day of the effective Contract terms.

### 3.3 TERMINATION OF CONTRACT

The City has the right to terminate this Contract or abandon any portion of the project, which has not been performed by the Consultant.

**Termination for Convenience**: City and Consultant reserve the right to terminate this contract or any part hereof for its sole convenience with thirty (30) days written notice. In the event of such termination, Consultant shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and Sub-consultants to cease such work. As compensation in full for services performed to the date of such termination, the Consultant shall receive a fee for the percentage of services actually completed. This fee shall be in the amount to be mutually agreed upon by the Consultant and the City, based on the agreed Scope of Work and the value to the City of the services completed. If there is no mutual agreement, the Contract Administrator shall determine the percentage of completion of each task detailed in the Scope of Work and the

On-Call SCADA Improvements Rottweiler Controls, LLC Contract No: 31700019 Consultant's compensation shall be based upon such determination. The City shall make this final payment within sixty (60) days after the Consultant has delivered the last of the partially completed items. Consultant shall not be paid for any work done after receipt of the notice of termination, or for any costs incurred by Consultant's suppliers or Subconsultants, which Consultant could reasonably have avoided.

**Termination for Cause**: City may also terminate this contract or any part hereof with seven (7) days written notice for cause in the event of any default by the Consultant, or if the Consultant fails to comply with any of the material terms and conditions of this contract. By way of example and not limitation, unsatisfactory performance as judged by the Contract Administrator, and failure to provide City, upon written request, with adequate assurances of future performance shall all be causes allowing City to terminate this contract for cause. In the event of termination for cause, City shall not be liable to Consultant for any amount after the issuance of written notice, and Consultant shall be liable to City for any and all damages sustained by reason of the default that gave rise to the termination.

In the event Consultant is in violation of any Federal, State, County or City law, regulation or ordinance, the City may terminate this contract immediately upon giving written notice to the Consultant.

In the event the City shall terminate this Contract or any part of the services as herein provided, the City shall notify the Consultant in writing, and immediately upon receiving such written notice, the Consultant shall discontinue advancing the work under this Contract and proceed to close said operations.

Upon such termination or abandonment, the Consultant shall deliver to the City all drawings, special provisions, field survey notes, reports, and estimates, entirely or partially completed, in any format, including but not limited to written or electronic media, together with all unused materials supplied by the City.

The Consultant shall appraise the work it has completed and submit its appraisal to the City for evaluation.

If through any cause, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant is determined.

#### 3.4 FUNDS APPROPRIATION

If the City Council does not appropriate funds to continue this Contract and pay for charges hereunder, the City may terminate this Contract at the end of the current fiscal

period, or at the time that funds are no longer available to meet the City's payment obligations hereunder. The City agrees to give written notice of termination to the Consultant at least thirty (30) days prior to any termination for a lack of funds and will pay to the Consultant all approved charges incurred prior to Consultant's receipt of such notice, subject to the availability of funds therefore.

### 3.5 AUDIT

The City may audit all of the Consultant's records, calculations, and working documents pertaining to this work at a mutually agreeable time and place.

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

Consultant shall require all Sub-consultants, to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Consultant and payee. Such requirements will also apply to any and all Sub-consultants.

If an audit in accordance with this article, discloses overcharges, of any nature, by the Consultant to the City in excess of five percent (5%) of the total contract billings, the actual cost of the City's audit shall be reimbursed to the City by the Consultant. Any adjustments and/or payments, which must be made as a result of any, such audit or inspection of the Consultant's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Consultant.

### 3.6 OWNERSHIP OF PROJECT DOCUMENTS

All documents, including but not limited to, field notes, design notes, tracings, data compilations, studies, and reports in any format, including but not limited to, written or electronic media, which are prepared in the performance of this Contract will become and are the property of City, including all intellectual property rights and interests.

#### 3.7 COMPLETENESS AND ACCURACY

The Consultant shall be responsible for the accuracy of its work, including but not limited to, survey work, reports, supporting data, and drawings, sketches, etc. prepared or compiled pursuant to this Contract and shall correct, at its expense, all negligent errors or omissions therein which may be disclosed. The cost necessary to correct those errors attributable to the engineering errors shall be chargeable to the Consultant. Additional construction added to the project shall not be considered the responsibility of the Consultant unless the need for same was created solely by any negligent error, omission, or negligent act of the Consultant and does not result in a betterment to the City. The fact that the City has accepted or approved the Consultant's work shall in no way relieve the Consultant of any of its responsibilities.

### 3.8 ATTORNEY'S FEES

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, which shall be deemed to have accrued from the commencement of such action.

### 3.9 SUCCESSORS AND ASSIGNS

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

### 3.10 ASSIGNMENT

Services covered by this Contract shall not be assigned or subcontracted in whole or in part without the prior written consent of the Contract Administrator.

### 3.11 SUB-CONSULTANTS

During the performance of the Contract, the Consultant may engage such additional Sub-consultants as may be required for the timely completion of this Contract. The addition of any Sub-consultants shall be subject to the prior approval of the City.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Consultant.

3.12 ALTERATIONS OR ADDITIONS TO SCOPE OF SERVICES

The total scope of Services to be performed in accordance with this Contract is set forth herein. Services, which are not included in this Contract, will be considered Additional Services. The Consultant shall not perform these Additional Services without written

authorization in the form of an approved Change Order from the City.

3.13 MODIFICATIONS

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

Contract.

3.14 CONFLICT OF INTEREST

This Contract is subject to cancellation pursuant to the provisions of A.R.S. 38-511.

3.15 FORCE MAJEURE

Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire,

communication line failures, power failures, or earthquakes.

3.16 TAXES

The fee listed in this Contract includes any and all taxes applicable to the activities hereunder. The City shall have no obligation to pay additional amounts for taxes of any

type.

3.17 ADVFRTISING

No advertising or publicity concerning the City using the Consultant's services shall be undertaken without prior written approval of such advertising or publicity by the

Contract Administrator.

3.18 COUNTERPARTS

This Contract may be executed in one or more counterparts, and each executed duplicate counterpart of this Contract shall be deemed to possess the full force and

effect of the original.

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#### 3.19 ENTIRE AGREEMENT

This Contract constitutes the entire understanding of the parties and no representations or agreements, oral or written, made prior to its execution shall vary or modify the terms herein.

#### 3.20 ARIZONA LAW

This Contract shall be governed and interpreted according to the laws of the State of Arizona.

#### 3.21 EQUAL EMPLOYMENT OPPORTUNITY

The Consultant shall comply with Executive Order No. 11245, entitled "Equal Employment Opportunity", as amended by Executive Order No. 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

### 3.22 NOTICES

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

On behalf of the Consultant: Rottweiler Controls, LLC

Jill Gontarz, Owner

3548 E. Mesquite Street

Gilbert, AZ 85296 P: (480) 241-0016

On behalf of the City: Christopher Williams

Manager, Contracting & Purchasing

City of Buckeye

510 East Monroe Avenue

Buckeye, AZ 85326 P: (623) 349-6174 F: (623) 349-6160

With a copy to: Gust Rosenfeld, P.L.C.

201 E. Washington, Suite 800 Phoenix, AZ 85004-2327 Attention: Scott Ruby

P: (602) 257-7993 F: (602) 254-4878 Notices shall be deemed received on date delivered if delivered by hand and on the delivery date indicated on receipt if delivered by certified or registered mail.

### 3.24 INDEPENDENT CONTRACTOR

The services Contractor provides under the terms of this Contract to the City are that of an Independent Contractor, not an employee, or agent of the City. The City will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

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

### 3.25 INDEMNIFICATION

To the fullest extent permitted by law, the Consultant, its successors, assigns and guarantors, shall indemnify and hold harmless City of Buckeye, its agents, representatives, officers, directors, officials and employees for, from and against all damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, to the extent caused by or resulting from any negligent act or omission of Consultant in work or services performed under this Contract, including but not limited to, the negligent acts or omissions of any Subcontractor or anyone directly or indirectly employed by any Subcontractor for whose acts Subcontractor may be liable including any injury or damages claimed by any of Consultant's and Subcontractor's employees.

Any settlement of claims shall fully release and discharge the indemnified parties from any further liability for those claims. The release and discharge shall be in writing and shall be subject to approval by the City, which approval shall not be unreasonably withheld or delayed.

It is agreed that the Consultant's indemnity obligations under this agreement are triggered only if Consultant has notice of the allegations, demands, proceedings, suits, actions, claims, damages, losses or expenses contemplated above.

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

On-Call SCADA Improvements Rottweiler Controls, LLC Contract No: 31700019

### 3.26 E-VERIFY REQUIREMENTS

To the extent applicable under Ariz. Rev. Stat. §41-4401, the Consultant and its subconsultants warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under Ariz. Rev. Stat. §23-214(A). The Consultant's or its sub-consultants' failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

### 3.27 PROHIBITION ON IRAN INVESTMENTS

As required by A.R.S §§35-391.06 and 35-393.06, Consultant certifies that it does not have a scrutinized business operation in either Sudan or Iran.

#### 3.28 COMPLIANCE WITH FEDERAL IMMIGRATION LAWS AND REGULATIONS

Consultant warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A. Consultant acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this contract, and that the City retains the legal right to inspect the papers of any employee who works on the contract to ensure compliance with this warranty.

### 3.29 ISRAEL

Pursuant to Arizona Revised Statute § 35-393.01, Consultant certifies that it is not currently engaged in, and agrees for the duration of the Contract to not engage in, a boycott of Israel.

### 3.30 COOPERATIVE PURCHASING

Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement Contracts developed by the City, at their discretion and with the Contract of the awarded Vendor. Vendor may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Contract, in such quantities and configurations as may be agreed upon between the parties. All Cooperative procurements under this Contract shall be transacted solely between the requesting of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative

procurement under this Contract. The City shall not be responsible for any disputes arising out of transactions made by others.

### 4.0 INSURANCE

A Standard Accord Certificate of Insurance is acceptable provided it is contains the additional language and deleted language as required in this contract. Failure to provide a Certificate of Insurance with the appropriate verbiage as required by this contract will result in rejection of the Certificate and delay contract execution.

Additionally, Certificates of Insurance submitted without referencing a Contract number will be subject to rejection and returned or discarded.

### 4.1 Insurance Representations and Requirements

4.1.1 <u>General:</u> Consultant agrees to comply with all City ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of Consultant, Consultant 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 City of Buckeye. Failure to maintain insurance as specified may result in termination of this Contract at City of Buckeye's option.

- 4.1.2 No Representation of Coverage Adequacy: By requiring insurance herein, City of Buckeye does not represent that coverage and limits will be adequate to protect Consultant. City of Buckeye reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but 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 Consultant 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.
- 4.1.3 Additional Insured: All insurance coverage and self insured retention or deductible portions, except Workers Compensation insurance and Professional Liability insurance if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this contract, City of Buckeye, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this agreement.
- 4.1.4 <u>Coverage Term</u>: 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 subject contract is

- satisfactorily performed, completed and formally accepted by the City of Buckeye, unless specified otherwise in this Contract.
- 4.1.5 <u>Primary Insurance</u>: Consultant's insurance shall be primary insurance as respects performance of subject contract and in the protection of City of Buckeye as an Additional Insured.
- 4.1.6 <u>Claims Made</u>: In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the work or services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three year period.
- 4.1.7 <u>Waiver</u>: All policies, except Professional Liability insurance, shall contain a waiver of rights of recovery (subrogation) against City of Buckeye, its agents, representatives, officials, directors, officers, and employees for any claims arising out of the work or services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.
- 4.1.8 Policy Deductibles and or Self Insured Retentions: The policies set forth in these requirements may provide coverage, which contain deductibles or self insured retention amounts. Such deductibles or self insured retention shall not be applicable with respect to the policy limits provided to City of Buckeye. Consultant shall be solely responsible for any such deductible or self insured retention amount. City of Buckeye, at its option and cost, may require Consultant to secure payment of such deductible or self insured retention by a surety bond or irrevocable and unconditional Letter of Credit.
- 4.1.9 <u>Use of Sub-consultants</u>: If any work under this agreement is subcontracted in any way, Consultant shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting City of Buckeye and Consultant. Consultant shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.
- 4.1.10 Evidence of Insurance: Prior to commencing any work or services under this Contract, Consultant shall furnish City of Buckeye with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Consultant'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 specified in this Contract and that such coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City of Buckeye shall reasonably rely upon the Certificate of Insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of

this agreement. Such certificates shall identify the Contract work number and be sent to the designated City of Buckeye Contract Administrator. If any of the above cited policies expire during the life of this Contract, it shall be Consultant's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

- 1. City of Buckeye, its agents, representatives, officers, directors, officials and employees is an Additional Insured as follows:
  - a) Commercial General Liability Under ISO Form CG 20 10 11 85 or equivalent.
  - b) Auto Liability Under ISO Form CA 20 48 or equivalent.
  - c) Excess Liability Follow Form to underlying insurance.
- 2. Consultant's insurance shall be primary insurance as respects performance of subject contract.
- 3. All policies, except Professional Liability, waive rights of recovery (subrogation) against City of Buckeye, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Consultant under this contract.
- 4. Certificate shall cite a 30 day advance notice cancellation provision. If ACORD Certificate of Insurance form used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

### 4.2 Required Coverage

4.2.1 Commercial General Liability: Consultant shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent Consultants, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insureds clause. To the fullest extent allowed by law, for claims arising out of the performance of this contract, the City of Buckeye, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under Insurance Service Offices, Inc. Commercial General Liability Additional Insured Endorsement form CG 20 10 11 85, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or

organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope then underlying insurance.

- 4.2.2 Professional Liability: If the Contract is the subject of any professional services or work, or if Consultant engages in any professional services or work adjunct or residual to performing the work under this Contract, Consultant shall maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors and omissions Consultant is legally liable, with liability insurance limit of \$1,000,000 each claim and \$2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for three (3) years past completion and acceptance of the work or services, and Consultant shall be required to submit Certificates of Insurance evidencing proper coverage is in effect as required above.
- 4.2.3 Vehicle Liability: Consultant shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Consultant's owned, hired, and non-owned vehicles assigned to or used in the performance of the Consultant's work or services under this Contract. Coverage will be at least as broad as Insurance Services Office, Inc. coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this contract, the City of Buckeye, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under Insurance Service Offices, Inc. Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope then underlying insurance.
- 4.2.4 Worker's Compensation Insurance: Consultant shall maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of work or services under this Contract and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.
- 4.2.5 <u>Umbrella/Excess Liability</u>: Umbrella/Excess Liability insurance with a 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.

#### 5.0 SOFTWARE LICENSES

As to all software licenses provided to the City as part of Consultant's obligations under this Contract, the following provisions apply:

### 5.1 SOURCE CODE AVAILABILITY

- 5.1.1 Consultant shall furnish City, without charge, a single copy of the Source Code for the Software immediately upon the occurrence of any of the following:
  - 1. Consultant becomes insolvent; or
  - Consultant ceases to conduct business; or
  - 3. Consultant makes a general assignment for the benefit of creditors; or
  - 4. A petition is filed in Bankruptcy by or against Consultant.
- 5.1.2 Use of the Source Code shall be subject to the same restrictions as to which the Software itself is subject.
- 5.1.3 City shall have the right to modify Source Code in any manner it deems appropriate, provided that the Source Code as modified shall remain subject to the restrictions set forth in 5.1.2 immediately above.

### 5.2 PROPRIETARY PROTECTION

- 5.2.1 City acknowledges that to the extent Consultant advises the City that the Software is confidential information or is a trade secret property of the Consultant, the Software is thereby disclosed on a confidential basis under this Contract and is to be used only pursuant to the terms and conditions set forth herein.
- 5.2.2 Consultant shall not use or disclose any knowledge, data or proprietary information relating to City obtained in any manner whatsoever.
- 5.2.3 To the extent permitted by Arizona Law, the parties agree, both during the term of this Contract and for a period of seven (7) years after termination of this Contract and of all licenses granted hereunder, to hold each others' confidential information in confidence. The parties agree, unless required by government regulations or order of court, not to make each others' confidential information available in any form to any third party or to use each other's confidential information for any purposes other than the implementation of this Contract provided, however, that if Consultant's confidential information is requested to be divulged under the provisions of the Arizona Public Records Act, A.R.S., Title 39, Consultant shall reimburse to City the full cost of City's

refusal to release the information, including costs of litigation, City's attorney fees, fines, penalties or assessments of opposing party's attorney fees. Each party agrees to take all reasonable steps to ensure that confidential information is not disclosed or distributed by its employees or agents in violation of the provisions of this Contract.

### 5.3 NON-INFRINGEMENT

Consultant warrants that the Software provided hereunder does not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary or property right of any person or entity. In the event of a claim against City asserting or involving such an allegation, Consultant will defend, at Consultant's expense, and will indemnify City and hold City harmless against any loss, cost, expense (including attorney fees) or liability arising out of such claim, whether or not such claim is successful. In the event an injunction or order should be obtained against use of the Software by reason of the allegations, or if in Consultant's opinion the Software is likely to become the subject of such a claim of infringement, Consultant will, at its option and its expense: (I) procure for the City the right to continue using the Software; or (ii) replace or modify the same so that it becomes non-infringing (such modification or replacement shall be functionally equivalent to the original); or (iii) if neither (i) nor (ii) is practicable, repurchase the Software on a depreciated basis utilizing a straight line five (5) year period, commencing on the date of acceptance.

### 5.4 THIRD PARTY LICENSE

Consultant shall sublicense to City any and all third party Software required in the execution of this Contract. City reserves the right to accept or reject third party license terms. If City rejects the terms of a third party license, it shall be Consultant's responsibility to negotiate acceptable terms or to supply Software from another source with terms acceptable to City. City's acceptance of the third party license terms shall not be unreasonably withheld.

### 6.0 SEVERABILITY AND AUTHORITY

### 6.1 SEVERABILITY

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

### 6.2 AUTHORITY

Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each party has been properly authorized and empowered to enter this Contract. Each party further

acknowledges that it has read, understands, and agrees to be bound by the terms and conditions of this Contract.

Manager

CITY OF BUCKEYE

Christopher A. Williams, Manager Contracting and Purchasing Division

CONSULTANT:

ROTTWEILER CONTROLS, LLC

Its:

# TOWN OF FLORENCE, ARIZONA CONTRACT FOR COOPERATIVE USE OF CITY OF BUCKEYE SOLICITATION NO. 417007 AND CONTRACT NO 31700019 FOR SCADA IMPROVEMENTS ON CALL LIST.

THIS CONTRACT (the "Contract") is made and entered into effective as of the 20th day of August, 2018 ("Effective Date"), by and between the Town of Florence, Arizona (the "Town"), and Rottweiler Controls, LLC (the "Contractor") and together with the Contract Documents referred to and incorporated herein, is the "resultant contract" contemplated in City of Buckeye Solicitation 417007 and Contract No. 31700019, SCADA Improvements On Call List. 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 upgrade the Town's current SCADA system for operation and monitoring of well sites and the distribution system pressure, per contract specifications described in the attached scope of materials and services set forth in Exhibit "A" (the "Goods" or "Services"). The Contractor shall provide the Goods in accordance with the schedule attached in Exhibit "A", and the Contract Documents, including all exhibits to the Master Contract including but not limited to any Instructions, Standard Terms and Conditions, Special Terms and Conditions, Specifications, Scope of Work, Submittals and Attachments. 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/Goods.
- 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 417007 and City of Buckeye Contract 31700019 to provide SCADA Improvements On Call; 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 of Buckeye", "Contract Administrator" and "City" shall be deemed to be and refer to the Town of Florence; the terms: "Contract Administrator" shall be deemed to be and refer to the Town of Florence Town Manager; and the terms: "Consultant", "Offeror", "Contractor", "Seller", "Supplier", and "Vendor" 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. Exhibit "A" Scope of Work
  - C. The solicitation Documents for the City of Buckeye RFQ 417007 On Call SCADA, Rottweiler RFP 417007 Response, City of Buckeye Executed Contract No. 31700019 between the City of Buckeye and Rottweiler Controls, LLC., including, but not limited to: Instructions, Fee Schedules; Notices; Checklists; Requirements for Proposers; General Conditions; Special Conditions; Scope of Work; Work Schedule; Certificates of Compliance; Warranties for Work; Specifications and Pricing Sheets; Special Provisions and Specifications; Technical Provisions and Specifications; Schedules; Cooperative Authorizations; Exhibits; Change Orders (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 "A"** (Price Sheet), and shall not exceed \$50,000.00.
- 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 is 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 "A"**. 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: Rottweiler Controls, LLC, Jill Gontarz (Owner), 3548 E. Mesquite Street, Gilbert, AZ 85296, 480-241-0016, jgontarz@rottweilercontrols.com.
- 12. **INDEMNIFICATION**. To the fullest extent permitted by law, the Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold

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

- 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 (the "Policy") govern this procurement and are incorporated as part of this Contract by this reference. Contractor agrees and warrants that it is in compliance with the Policy, including demonstrating its lawful presence in the United States.
- 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. section 35-393.01, the Contractor, by execution of this Contract, certifies that it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of Israel.

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

TOWN OF FLORENCE, A municipal corporation

By: Tara Walter, Mayor	Date:
ATTEST:	
Lisa Garcia, Town Clerk	
APPROVED AS TO FORM:	
Clifford L. Mattice, Town Attorney	
CONTRACTOR	
Ву:	Date:
lte:	



# TOWN OF FLORENCE COUNCIL ACTION FORM

### AGENDA ITEM

TOWN OF FLORENCE  ARIZONA  PARISEE BOOK	COUNCIL ACTION FORM	7c.
MEETING DATE: Augus	st 20, 2018	⊠ Action
<b>DEPARTMENT</b> : Develop	ment Services	☐ Information Only ☐ Public Hearing
STAFF PRESENTER: Christopher A. Salas, Development Services Director/ Town Engineer  SUBJECT: Purchase Insta-Valve 250 Patriot Insertion Valves through Hydra-Stop		Resolution Ordinance Regulatory 1st Reading 2nd Reading Other
STRATEGIC PLAN REFE	RENCE:	
<ul><li>☐ Community Vitality</li><li>☐ Partnership and Relation</li><li>☐ Statutory</li><li>☐ None</li></ul>	☐ Economic Prosperity ☒ Leadership aronships ☐ Transportation and Infrastru	

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

Motion to purchase Insta-Valve 250 Patriot Insertion Valves through Hydra-Stop, through June 30, 2019, in an amount not to exceed \$100,000.

### **BACKGROUND/DISCUSSION:**

The Town of Florence has limited water valves and some of the limited valves no longer are operable. Often when a waterline is damaged, a large portion of the Town has to be shut down and without water. The Hydra-Stop Valve Insertion tool allows valves to be added to the system without having to shut down the water system and cut in a valve. The Town of Florence has previously purchased a Hydra-Stop Valve Insertion tool based on a competitive bid selection. The Town must now purchase the actual valve insertions for this year's planned CIP and maintenance projects that require valves to be installed. The projects that will require valves to be installed are:

- Fire hydrants
- Valve Exercise Program
- Installation of new water lines

### A VOTE OF NO WOULD MEAN:

A vote of no would delay or would require cancelling certain capital improvement projects.

### A VOTE OF YES WOULD MEAN:

Town staff would continue to work towards completion of planned capital improvement projects.

Subject: Insta-Valve 250 Patriot Insertion Valves through Hydra-Stop Page **1** of **2** 

Meeting Date: August 20, 2018

### **FINANCIAL IMPACT**:

The cost to provide parts will not exceed \$100,000.

### **ATTACHMENTS**:

- Exhibit A Scope of Work Price Sheet
- Approved Sole Source Form

Subject: Insta-Valve 250 Patriot Insertion Valves through Hydra-Stop Meeting Date: August 20, 2018

Page **2** of **2** 

### How to purchase the Insta-Valve 250 Patriot Insertion Valve

- 1. Select the IV 250 Valve Body which meets your requirements. (Based on O.D. of pipe.)
- 2. Select the IV 250 Valve Cartridge which meets your requirements. (Based on I.D. of pipe and open left or open right.)
- 3. Select optional Domestic Stainless Steel Bonnet Flange if required.
- 4. Select optional Domestic Hardware if required.
- 5. Place your order.

### START HERE -> Step 1) Select the Insta-Valve 250 Patriot Valve Body which meets your requirements. (Based on O.D. of pipe.)



Nominal Size	Valve Body OD Range	HS Part Number	Description	List Price
	4.35-4.65	25450250-CS	IV 250 4.50" Valve Body, Carbon Steel Flange, 304 Hardware	\$1,648
	4.65-4.95	25480250-CS	IV 250 4.80" Valve Body, Carbon Steel Flange, 304 Hardware	\$1,648
4"	4.98-5.28	25513250-CS	IV 250 5.13" Valve Body, Carbon Steel Flange, 304 Hardware	\$1,648
	5.07-5.37	25522250-CS	IV 250 5.22" Valve Body, Carbon Steel Flange, 304 Hardware	\$1,648
	5.35-5.65	25550250-CS	IV 250 5.50" Valve Body, Carbon Steel Flange, 304 Hardware	\$1,648
	6.48-6.78	25663250-CS	IV 250 6.63" Valve Body, Carbon Steel Flange, 304 Hardware	\$1,931
	6.75-7.05	25690250-CS	IV 250 6.90" Valve Body, Carbon Steel Flange, 304 Hardware	\$1,931
6"	7.05-7.35	25720250-CS	IV 250 7.20" Valve Body, Carbon Steel Flange, 304 Hardware	\$1,931
	7.21-7.51	25736250-CS	IV 250 7.36" Valve Body, Carbon Steel Flange, 304 Hardware	\$1,931
	7.35-7.65	25750250-CS	IV 250 7.50" Valve Body, Carbon Steel Flange, 304 Hardware	\$1,931
	8.48-8.78	25863250-CS	IV 250 8.63" Valve Body, Carbon Steel Flange, 304 Hardware	\$2,189
	8.90-9.20	25905250-CS	IV 250 9.05" Valve Body, Carbon Steel Flange, 304 Hardware	\$2,189
8"	9.17-9.47	25932250-CS	IV 250 9.32" Valve Body, Carbon Steel Flange, 304 Hardware	\$2,189
	9.35-9.65	25950250-CS	IV 250 9.50" Valve Body, Carbon Steel Flange, 304 Hardware	\$2,189
	9.55-9.85	25970250-CS	IV 250 9.70" Valve Body, Carbon Steel Flange, 304 Hardware	\$2,189
	10.60-10.90	251075250-CS	IV 250 10.75" Valve Body, Carbon Steel Flange, 304 Hardware	\$4,200
10"	10.95-11.25	251110250-CS	IV 250 11.10" Valve Body, Carbon Steel Flange, 304 Hardware	\$4,200
10	11.35-11.65	251130250-CS	IV 250 11.30" Valve Body, Carbon Steel Flange, 304 Hardware	\$4,200
	11.85-12.15	251200250-CS	IV 250 12.00" Valve Body, Carbon Steel Flange, 304 Hardware	\$4,200
	12.60-12.90	251275250-CS	IV 250 12.75" Valve Body, Carbon Steel Flange, 304 Hardware	\$4,950
	13.05-13.35	251320250-CS	IV 250 13.20" Valve Body, Carbon Steel Flange, 304 Hardware	\$4,950
12"	13.35-13.65	251350250-CS	IV 250 13.50" Valve Body, Carbon Steel Flange, 304 Hardware	\$4,950
12	13.60-13.90	251375250-CS	IV 250 13.75" Valve Body, Carbon Steel Flange, 304 Hardware	\$4,950
	14.05-14.35	251420250-CS	IV 250 14.20" Valve Body, Carbon Steel Flange, 304 Hardware	\$4,950
	14.25-14.55	251440250-CS	IV 250 14.40" Valve Body, Carbon Steel Flange, 304 Hardware	\$4,950

Note: Valve body includes epoxy coated carbon steel bonnet flange and all required 304 stainless-steel installation hardware.

Optional domestic stainless-steel bonnet flange available for purchase. See section 3.

Optional domestic valve body hardware available for purchase. See section 5.

Continue to Step 2) Select the Insta-Valve 250 Patriot Valve Cartridge which meets your requirements on following page.



### How to purchase the Insta-Valve 250 Patriot Insertion Valve

Step 2) Select the Insta-Valve 250 Patriot Valve Cartridge which meets your requirements. (Based on I.D. of pipe and open left or open right.)

4"-12" INSTA-VALVE 250 PATRIOT **OPEN LEFT** VALVE CARTRIDGES (**BLACK** Operating Nut)



Nominal Size	Valve Body ID Range	Part Number	Description	List Price
4"	3.75+	8IVBULTLH04-250	IV 250 4"Valve Cartridge OL Standard	\$1,147
6"	5.75+	8IVBULTLH06-250	IV 250 6"Valve Cartridge OL Standard	\$1,254
0	5.45-5.75	8IVBULTLH06-250-U5.5	IV 250 6"Valve Cartridge OL Undersize	\$1,504
	7.80+	8IVBULTLH08-250	IV 250 8"Valve Cartridge OL Standard	\$1,416
8"	7.40-7.80	8IVBULTLH08-250-U7.5	IV 250 8"Valve Cartridge OL Undersize	\$1,808
	7.40-7.80	8IVBULTLH08-250-U7.5-AC	IV 250 8"Valve Cartridge OL Undersize AC	\$1,808
	9.70+	8IVBULTLH10-250	IV 250 10"Valve Cartridge OL Standard	\$2,120
10"	9.40-9.70	8IVBULTLH10-250-U9.5	IV 250 10"Valve Cartridge OL Undersize	\$2,436
	9.40-9.70	8IVBULTLH10-250-U9.5-AC	IV 250 10" Valve Cartridge OL Undersize AC	\$2,436
	11.70+	8IVBULTLH12-250	IV 250 12"Valve Cartridge OL Standard	\$2,510
12"	11.00-11.40	8IVBULTLH12-250-U11.1	IV 250 12"Valve Cartridge OL Undersize	\$2,950
12"	11.40-11.70	8IVBULTLH12-250-U11.5	IV 250 12"Valve Cartridge OL Undersize	\$2,950
	11.40-11.70	8IVBULTLH12-250-U11.5-AC	IV 250 12"Valve Cartridge OL Undersize AC	\$2,950

Note: Valve cartridges include operating nut, operating nut retention nut and friction washer

Undersized valve cartridges require the use of undersized cutters. See Hydra-Core Pipe Wall Sampling Kit operating instructions for reference.

Undersized AC valve cartridges must be used in AC applications

### 4"-12" INSTA-VALVE 250 PATRIOT **OPEN RIGHT** VALVE CARTRIDGES (**RED** Operating Nut)



Nominal Size	Valve Body ID Range	Part Number	Description	List Price
4"	3.75+	8IVBULTRH04-250	IV 250 4" Valve Cartridge OR Standard	\$1,147
6"	5.75+	8IVBULTRH06-250	IV 250 6" Valve Cartridge OR Standard	\$1,254
0	5.45-5.75	8IVBULTRH06-250-U5.5	IV 250 6"Valve Cartridge OR Undersize	\$1,504
	7.80+	8IVBULTRH08-250	IV 250 8"Valve Cartridge OR Standard	\$1,416
8"	7.40-7.80	8IVBULTRH08-250-U7.5	IV 250 8"Valve Cartridge OR Undersize	\$1,808
	7.40-7.80	8IVBULTRH08-250-U7.5-AC	IV 250 8"Valve Cartridge OR Undersize AC	\$1,808
	9.70+	8IVBULTRH10-250	IV 250 10"Valve Cartridge OR Standard	\$2,120
10"	9.40-9.70	8IVBULTRH10-250-U9.5	IV 250 10" Valve Cartridge OR Undersize	\$2,436
	9.40-9.70	8IVBULTRH10-250-U9.5-AC	IV 250 10" Valve Cartridge OR Undersize AC	\$2,436
	11.70+	8IVBULTRH12-250	IV 250 12"Valve Cartridge OR Standard	\$2,510
12"	11.00-11.40	8IVBULTRH12-250-U11.1	IV 250 12" Valve Cartridge OR Undersize	\$2,950
12	11.40-11.70	8IVBULTRH12-250-U11.5	IV 250 12"Valve Cartridge OR Undersize	\$2,950
	11.40-11.70	8IVBULTRH12-250-U11.5-AC	IV 250 12"Valve Cartridge OR Undersize AC	\$2,950

Note: Valve cartridges include operating nut, operating nut retention nut and friction washer

Undersized valve cartridges require the use of undersized cutters. See Hydra-Core Pipe Wall Sampling Kit operating instructions for reference.

Undersized AC valve cartridges must be used in AC applications

Continue to Step 3) Select optional Domestic Stainless Steel Bonnet Flange, if required, on following page.



### How to purchase the Insta-Valve 250 Patriot Insertion Valve

### Step 3) Select optional Domestic Stainless Steel Bonnet Flange, if required.

### 4"-12" INSTA-VALVE 250 PATRIOT OPTIONAL DOMESTIC STAINLESS STEEL BONNET FLANGE

Nominal Size	Part Number	Description	List Price
4"-8"	8IVBLFLG08-250-SS	IV250 4-8" Domestic Stainless Steel Bonnet Flange	\$443
10"-12"	8IVBLFLG12-250-SS	IV 250 10-12" Domestic Stainless Steel Bonnet Flange	\$1,085

### Step 4) Select optional 4-8" or 10-12" Post Hole Indicator Kit, if required.

### 4"-12" INSTA-VALVE 250 PATRIOT OPTIONAL POST HOLE INDICATOR KIT



Nominal Size	Part Number	Description	List Price
4"-8"	7-PIKIT08-250	IV250 4-8" Post Hole Indicator Kit	\$579
10"-12"	7-PIKIT12-250	IV 250 10-12″ Post Hole Indicator Kit	\$1,160

Note: Indicator Post mounting pattern compatible with Mueller UL/FM Adjustable Indicator Post. Included with Indicator Post Adaptor Kit: Drilled and tapped domestic 304 stainless steel valve bonnet, modified operating nut, stainless steel lock pin, mounting hardware (bolts, nuts and washers), and installation instructions.



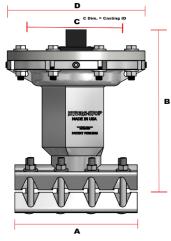
### Step 5) Select optional Domestic Hardware if required.

### 4"-12" INSTA-VALVE 250 PATRIOT OPTIONAL DOMESTIC STAINLESS STEEL HARDWARE

Nominal Size	Part Number	Description	List Price
4"-8"	8B-PACK304SS-HW-48-DOM	IV250 4-8" Domestic Stainless Steel Hardware	\$330
10"-12"	8B-PACK304SS-HW-1012-DOM	IV 250 10-12" Domestic Stainless Steel Hardware	\$855

Note: Domestic stainless steel hardware upgrade is required to meet American Iron and Steel, Made in USA and Buy America requirements. All Insta-Valve 250 Patriot insertion valves meet Buy American requirements.

### Step 6) Place your order.



Weigh	Weights and Dims					
Size	Α	В	С	D	Approx. Weight	
4"	12"	18.6	8.4	13.5	138 lbs	
6"	12"	21.5	8.4	13.5	173 lbs	
8"	16"	24.6	8.4	13.5	229 lbs	
10"	24	30	17	19	370 lbs	
12"	24	33	17	19	425 lbs	

Other Specifications
Minimum Test Pressure: 1.5 times system working pressure
Maximum Test Pressure: 375 psi, Maximum Working Pressure: 250 psi

Proprietary Information: This property of Hydra-Stop shall not be used, reproduced or distributed without written consent. All design and invention rights are reserved. Patents Pending.



### TOWN OF FLORENCE SOLE SOURCE / EMERGENCY PURCHASE JUSTIFICATION

Note: Exemption from competitive bidding is allowed only in the existence of an emergency or when it is clearly determined to be impractical to procure through the competitive bidding process. The Department Director shall submit this form for approval before procuring materials or services. In cases of emergency, post submittal is required.

Vendor Name: Hydra-Stop	Date: 11-Jul-
Commodity (general description): Water line valves	
Dollar Amount:	100,000.00 (If over \$25,000, must go to Town Council for approval)
Account Number: 051-561-507	Account Description: 619 WN-38
DLE SOURCE leck all entries that apply:	WATERLINE REPLACEM
Purchase Request is made to the original manuf	facturer or provider; There are no regional distributors.
Purchase Request is made to the only area distr	ributor of the original manufacturer or provider.
This is the only known item that will meet the sp	pecialized needs of the department or perform the intended functions.
Parts/equipment are not interchangeable with si	imilar parts of another manufacturer.
Parts/equipment are required from this vendor to	o provide standardization.
The elements of time and, therefore, cost to the purchasing procedures.	town override the potential cost savings realized through standard
None of the above apply. Detailed explanation f	for sole source request is contained in the attached memorandum.
IERGENCY	
eck all entries that apply. At least two of the following condit	tions must be met:
A natural disaster or act of God requires immedi	iate action.
An unanticipated circumstance poses a threat to	o city property.
A situation exists where work on a specific proje	ect will stop or be adversely affected unless immediate
	the water line valves for the Town's water system. The valves will be nstalled in the 5 Parks area. The hydrants are on a CIP. This expenditure to 8/20/18 Meeting
the basis of the foregoing, I recommend competitive procedures by richase as indicated above.	be waived and the material or service be procured as a sole source or emergence
Signature of Department Director:	Date: 7/12/18
Review by Finance Director:	Date: 7-13-18
Approved by Town Manager:	Date: 7/16/19
HIBIT E: Back up documentation	



# TOWN OF FLORENCE

### AGENDA ITEM

TOWN OF FLORENCE  AREZONA  ROGARGED  BROG	COUNCIL ACTION FORM	7d.
MEETING DATE: Augus	M A ation	
<b>DEPARTMENT</b> : Developm	nent Services	□ Action     □ Information Only     □ Public Hearing
STAFF PRESENTER: Chi De Tol	☐ Resolution ☐ Ordinance ☐ Regulatory ☐ 1 <sup>st</sup> Reading ☐ 2 <sup>nd</sup> Reading	
<b>SUBJECT:</b> Contract wit sewer line cleaning in an ar	☐ Other	
STRATEGIC PLAN REFEI	RENCE:	
	☐ Economic Property ☐ Leadership and Go	overnance
☐ Partnership and Relation	onships 🛮 🖂 Transportation and Infrastructu	ıre
☐ Statutory ☐ None		

### RECOMMENDED MOTION/ACTION:

Authorization to contract with Pro-Tec Environmental Inc., to provide sewer line cleaning, through June 30, 2019, in an amount not to exceed \$100,000.

### BACKGROUND/DISCUSSION:

Staff uses a combination sewer cleaning truck to clean sewer lines. The truck carries 1500 gallons of fresh water and has an 1800-gallon debris tank to hold everything that is vacuumed out of the sewer system.

The truck carries 800 feet of 1" pressure jetter hose that can pump 80-gallons per minute at 2000 PSI. The hose goes up the sewer line from one manhole to the next and then is pulled back under pressure flushing all of the debris down to the manhole where the truck is located. As the debris is flush back to the truck, we use the 8" vacuum hose to pick up all of the debris that has been flushed out of the sewer system. The trucks carry different nozzles and cutters that are used to clean and cut roots depending on what is found in the sewers and the size of the pipe we are working in.

To clean the sewer system, staff starts at the top of the system and cleans towards the bottom where there is a lift station or a waste water treatment plant.

Subject: Authorization to contract with Pro-Tec Environmental Meeting Date: August 20, 2018

Page **1** of **2** 

### **A VOTE OF NO WOULD MEAN:**

The sewer lines will not be cleaned this year. By not doing the annual maintenance, the sewer lines could back up, causing damage to homes and businesses.

### A VOTE OF YES WOULD MEAN:

The annual maintenance on the sewer lines will be on schedule. (CIP SU-94)

### **FINANCIAL IMPACT**:

Authorization to contract with Pro-Tec Environmental Inc. to provide sewer line cleaning, through June 30, 2019, in an amount not to exceed \$100,000.

### ATTACHMENTS:

- Exhibit A Scope of Work
- Approved Bid Tabulation
- Service Agreement

Subject: Authorization to contract with Pro-Tec Environmental Meeting Date: August 20, 2018

			*.	<u>.i.</u>	General	Ledger Acc	ount Number:	052-575-217	
Ī	Verbal (Only allowed \$5,000 or less)				Date Prepared			7/26/2018	
त	Vritten / Fax / Email (Mandatory over \$5,000 bids attached)						Prepared By:	Susan Jonas	
7	mal Sea		Title of Bid:	- : ::			Open Date:		
	<i>.</i>					1. 1	Close Date:		
	s) (Include o	quality, Brand, Model & Color): BLA	NKET FOR CI	P SU-94 SEW	ER LINE CLE	ANING SER	VICES		
DL.	LECTIONS	\$65,000 WASTEWATER \$35,000				11 11			
:		VENDORS	Payment Terms (Discount)	Availability	Who Pays Shipping?	Unit Price	Extended Price	Comments	
1	Name:	J.P.C.I. SERVICES						PROFESSIONAL SERVICES, 10 HR DAY X 2 PEOPLE = \$3700.00 PER DAY	
		4702 E VIRGINIA STREET			Tax:				
		MESA, AZ 85215-9101			Freight:		\$ -		
		JOE NUCIFORO				BLANKET	\$100,000.00		
		480-986-1212	Fax:		<u>'                                    </u>				
	Email: senv@anconservices.com			Date Notified of Decision:					
	Quote #:		REQ#:	**	PO #:		· · · · · · · · · · · · · · · · · · ·	1	
	<u> </u>	7/18/2018	Expires:					<b>1</b>	
-		PRO-TEC ENVIRONMENTAL						PROFESSIONAL SERVICES, 10 HR DAY X 2 PEOPLE = \$1650.00 PER DAY	
2		3016 S 38TH STREET			Tax				
		PHOENIX, AZ 85040			Freight:				
	Contact:	GENIE KENISON				BLANKET	\$ 100,000.00		
		480-941-5661	Fax:						
		Email: office@ptev-inc.com		Date Notified of Decision:				7. m : 1	
	` <del>\</del>			52392	52392 PO#:			1	
	<u> </u>	7/13/2018	Expires:			1			
_		ANCON INDUSTRIAL SVCS			1	11		PROFESSIONAL SERVICES, 10 HR DAY X 2 PEOPLE = \$1750.00 PER DAY	
3		1777 N 23RD AVENUE			Tax				
		PHOENIX, AZ 85009			Freight				
	Contact:	SEAN VEAL		1 1 1		BLANKET	\$100,000.00		
		602-258-3828	Fax					1	
		seany@anconservices.com	<u> </u>		d of Decision			1	
	Quote #:		REQ#		PO #				
		7/18/2018	Expires	<del>                                       </del>		<del></del>		1 : : : : : : : : : : : : : : : : : : :	
tac		ge(s), if necessary.							
ən	dor Selecte	d: PRO-TEC ENVIRONMENTAL, I	NC						
			DITURE WILL	NEED TO GO	TO COUNCII	-			
;	1, 1, 1			<u> </u>	11 11		<u></u>		
Department Head Approval:							Date:	7/27/18	
Ì	₩ Fin	ance Director Approval:			M		Date:	8-1-18	
T	To	wn Manager Approval:		2//			Date:	0/1/18	
(	khibits			/					

If over \$24,999, must go to Town Council for approval.

### TOWN OF FLORENCE SERVICES AGREEMENT

The SERVICES AGREEMENT (the "Agreement") is entered into by and between PRO-TEC Environmental, Inc. ("**Vendor**") and the Town of Florence, a political subdivision of the state if Arizona ("**Town**"), effective as of August 20, 2018 (the "Effective Date"). Town and the Vender may be referred to in this Agreement collectively as the "parties" and each individually as a "party".

### **RECITALS**

### WHEREAS:

- Town requires the services of an independent contractor to provide labor, equipment and material to clean the Town's sewer system (hereinafter "Services");
- B. Town requested quotations in order to obtain these Services;
- C. The Vendor submitted the successful quotation;
- D. Town desires to contract with the Vendor to provide these Services; and
- E. The Vendor is ready, willing, and able to provide the Services.

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Vendor and Town agree as follows:

### <u>AGREEMENTS</u>

### 1. SCOPE OF SERVICES

Vendor shall provide the Services described in the Scope of Services attached hereto as **Exhibit** "A" (the "Services" or "Scope of Services"). All work shall be reviewed and approved by Town's Contract Administrator to determine acceptable completion. Review and approval by the Contract Administrator shall not relieve Vendor of any liability for improper, negligent or inadequate Services rendered pursuant to this Agreement.

Unless otherwise noted herein, in case of a conflict between the terms of the Agreement and the terms of any other documents related to the Services, the terms of this Agreement shall prevail. Agreement to the terms set forth herein is a material and necessary precondition and inducement to Town for entering into the Agreement with Vendor.

In the event the Services cannot be completed within the time specified, the Contract Administrator may approve a change order extending the time for completion of the Services when she/he determines it is in the best interest of Town to do so, for such period as the Contract Administrator deems reasonable. A change order extending the time for completion of the Services pursuant to this subparagraph shall not entitle Vendor to additional compensation.

### 2 ADDITIONAL SERVICES OR ALTERATIONS

The entire Scope of Services to be performed in accordance with this Agreement is set forth in Exhibit "A". Services which are not included in **Exhibit** "A" will be considered "Additional Services". Vendor shall not perform such Additional Services without the prior written authorization in the form of an approved change order or contract amendment from Town. In the event the Vendor performs such Additional Services without prior written authorization from Town, it shall be presumed that the Additional Services were included in the Scope of Services and Vendor shall not be permitted to request or receive any additional compensation for such Additional Services.

### 3. ACCEPTANCE

All materials and Services are subject to final inspection and acceptance by Town. Materials or Services failing to conform to the specifications of this Agreement shall be held at Vendor's risk and may be returned to the Vendor. If returned, all costs are the responsibility of the Vendor. Town may elect to do any or all of the following: (i) waive the non-conformance; (ii) stop the work immediately; (iii) bring materials into compliance; (iv.) terminate the Agreement and seek all remedies available in law and in equity. This shall be accomplished by a written determination by Town.

### 4. <u>FEES</u>

The amount paid to the Vendor under this Agreement, including reimbursable expenses, shall not exceed **\$100,000.00**. Vendor shall be paid according to the schedule set forth in **Exhibit "A"**.

Vendor shall submit to Town a monthly invoice describing the Services performed. Monthly payment may be made to Vendor on the basis of a progress report prepared and submitted by the Vendor for the work completed through the last day of the preceding calendar month. The Contract Administrator reserves the exclusive right to determine the amount of work performed and payment due the Vendor on a monthly basis. Monthly billings shall be accompanied by such documentation as the Contract Administrator may require for his/her determination of work performed and payment due.

All Expenses incurred by the Vendor under this Agreement are to be covered under the total contract compensation amount.

### 5. TERM OF AGREEMENT

This Agreement shall be in full force and effect when approved and signed by Town. The Vendor shall proceed with providing the Services immediately upon receipt of a notice to proceed issued by the Contract Administrator. The term of this Agreement shall be from the Effective Date through satisfactory completion of the Services and acceptance of the Services by the Town.

### 6. WARRANTIES

Unless otherwise specified, all items shall be guaranteed for a minimum period of one (1) year from the date of acceptance by Town 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 Vendor at no obligation to Town except where it is shown that the defect was caused solely by misuse by Town. Any defects of design, workmanship, or materials that would result in non-compliance with the contract specifications shall be fully corrected by the Vendor (including parts, labor, shipping or freight) without cost to Town. 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 Vendor shall be fully responsible for making any correction, replacement, or modifications necessary for specification or legal compliance.

Vendor expressly warrants that all goods and Services furnished under this Agreement shall conform to the specifications, appropriate standards, and will be new and free from defects in material or workmanship.

The Vendor warrants that the materials supplied under this Agreement are free of liens. Unless otherwise modified elsewhere in this Agreement, the Vendor warrants that for one year after acceptance by Town of materials and Services, they shall be: (i) of a quality to pass without objection in the trade under the Agreement description; (ii) fit for the intended purposes for which the materials and Services are used; (iii) within variations permitted by the Agreement and are of even kind, quality, and quality within each unit and among all units; (iv) adequately contained, packaged and marked as the Agreement may require; and (v) conforming to the written promises or affirmations of fact made by the Vendor. The Vendor warrants that any materials and Services supplied shall be fit for all purposes and uses required by the Agreement. The warranties set forth herein are not affected by inspection, testing of or payment for the materials or Services by Town. The materials and Services supplied under this Agreement shall comply with all applicable federal, state and local laws, and the Vendor shall maintain all applicable licenses and permits. Vendor warrants that all materials (including software and hardware) and Services delivered under this Agreement will conform to the requirements of this Agreement (including all applicable descriptions, specifications, drawings and samples), and will be free from defects in material and workmanship and will be free from defects in design and fit for the intended purpose. Any inspection or acceptance of the materials or Services by Town shall not alter or affect the obligation of Vendor or the rights of Town under the foregoing warranties. All representations and warranties made by the Vendor under this Agreement shall survive the expiration or termination hereof. The Vendor shall, in accordance with all terms and condition of the Agreement, fully perform and shall be obligated to comply with all purchase orders received by the Vendor prior to the expiration or termination hereof, unless otherwise directed in writing by the Contract Administrator, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of the Agreement.

Vendor's warranty shall run to Town, its successors and assigns.

### 7. TERMINATION OF AGREEMENT, OR PORTIONS OF SERVICES

Town has the right to terminate, suspend or abandon this Agreement for cause or convenience, or to terminate any portion of the Services which have not been performed by the Vendor.

<u>Termination for Convenience.</u> Town may terminate this Agreement, or any part thereof for its sole convenience, at any time without penalty or recourse. Vendor shall receive payment for Services satisfactorily completed and accepted by Town, as determined by Town in its reasonable discretion, based on the Scope of Services and schedule for payment. This fee shall be in an amount to be mutually agreed upon by the Vendor and the Town, based upon the Scope of Services set forth in **Exhibit "A"** and the payment schedule set forth in Section 4 of this Agreement. If mutual

agreement between the parties cannot be reached after reasonable negotiation, the Contract Administrator shall determine the percentage of satisfactory completion of each task set forth in the Scope of Services and the amount of compensation Vendor is entitled for such work, and the Contract Administrator's determination in this regard shall be final. Upon receipt of the written notice, the Vendor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to Town. In the event of termination under this paragraph, all documents, data and reports prepared by the Vendor under the Agreement shall become the property of and be delivered to Town. Town shall make such final payment within 60 days after the Vendor has delivered the last of the partially completed items.

If for any reason the Vendor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Vendor violates any of the covenants, agreements, or stipulations of this Agreement, Town may withhold from payment due to the Vendor such amounts as are necessary to protect Town's position for the purpose of set-off until such time as the exact amount of damages due to Town from Vendor is determined by a court of competent jurisdiction.

<u>Termination for Cause/Remedies</u>: Town reserves the right to terminate the Agreement or, any part thereof, for cause, upon such written notice as shall be reasonable in the circumstances. Cause as used herein shall include but not limited to:

- (A) The Vendor fails to adequately perform the Services set forth in the Agreement;
- (B) The Vendor fails to make progress in the performance of the Agreement and/or gives Town reason to believe that the Vendor will not or cannot perform to the requirements of the Agreement.

The Vendor shall have ten (10) days from receipt of Town's written notice to provide a response to Town that is satisfactory to Town, in its sole discretion, regarding the cause and the steps the Vendor has or will undertake to address all issues of concern. In the event the Vendor fails to address any issue of concern Town may, at its sole option, pursue one or more of the following remedies:

- (A) Cancel any agreement;
- (B) Reserve all rights or claims to damage for breach of any covenants of the Agreement;
- (C) Complete the Services using its own or contracted personnel. Town may recover any actual excess costs from the Vendor by:
  - i. Deduction from an unpaid balance;
  - ii. Collection against the bid and/or performance bond, or;

Any combination of the above or any other remedies as provided by law.

### 8. INDEPENDENT CONTRACTOR

It is understood that Vendor shall be an independent contractor with respect to Services provided under this Agreement, and shall not be deemed to be a partner, employee, joint venturer, agent, or to have any other legal relationship with Town. As an independent contractor, Vendor shall: (a)

have discretion in deciding upon the method of performing the Services provided; (b) not be entitled to worker's compensation benefits from the Town; (c) not be entitled to any Town sponsored benefit plan; (d) shall select the hours of his/her work; (e) shall provide her/his own equipment and tools; and (f) to the extent required by law, be responsible for obtaining and remaining licensed to provide the Services. Except as otherwise expressly provided herein, Town shall not be responsible for the payment of any taxes, permit fees or licenses incurred or required by Vendor in order to perform Services under this Agreement. Vendor understands that the Vendor is responsible to pay, according to law, the Vendor's income tax, and this may include Vendor's self-employment, social security, and other taxes. As an independent contractor, Vendor is responsible for providing all workers' compensation insurance required by law. Vendor shall be solely responsible for the acts and omissions of its officers, agents, servants, and employees.

### 9. AMENDMENT AND ENTIRETY OF CONTRACT

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereto and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writings, agreements and other communications between the parties. It may not be changed or modified except by an instrument in writing signed by a duly authorized representative of each party.

### 10. RECORDS AND OWNERSHIP OF WORK PRODUCT

The Vendor agrees:

- (A) To submit all reports and invoices specified in this Agreement in a timely manner.
- (B) To preserve and make available all records for a period of five (5) years from the date of final payment under this Agreement and for such period of time as is required by any other paragraph of this Agreement including the following:
  - i. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for such a period of five (5) years from the date of any such termination.
  - ii. Records which relate to disputes, litigations or the settlement of claims arising out of the performance of this Agreement or to costs and expenses of this Agreement to which exception has been taken by Town shall be retained by the Vendor until such appeals, litigations, claims or exceptions have been finally resolved.
  - iii. If any litigation, claim or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- (C) All documents and other work product generated on behalf of Town in connection with this Agreement (except for Vendor's notes for internal use) are the property of Town. Vendor agrees that all work product constitutes works "made for hire." In the event any such materials are not works "made for hire," Vendor hereby assigns to Town all rights in such materials and copyrights therein.

### 11. CONFLICT OF INTEREST

During the term of this Agreement, Vendor shall not knowingly accept or receive any compensation, fees, expenses, or other thing of monetary value from any person, agency, firm or enterprise with interests in conflict with those of Town. In the event of an unanticipated conflict of interest arises, Vendor shall immediately so inform Town.

### 12. APPROVAL BY TOWN

Before this Agreement shall become effective and binding upon Town, it must be approved by Town's Manager and/or Town Council. In the event that the Town Manager and/or Town Council fails or refuses to approve this Agreement, or approve funding for the Agreement, it shall be null and void and of no effect whatsoever.

### 13. NON-ASSIGNMENT

Neither this Agreement, nor any obligation of the Vendor hereunder, shall be assigned in whole or in part by Vendor without the prior written consent of Town and such attempted assignment shall be null and void and a material breach of this Agreement and shall transfer no rights to the purported assignee.

The Vendor may engage such subcontractors or professional associates as Vendor may deem necessary or desirable for the timely and successful completion of this Agreement. However, the use of such subcontractors or professional associates for the performance of any part of the Services specified in **Exhibit "A"** shall be subject to the prior written approval of Town. Employment of such subcontractors or professional associates in order to complete the Services set forth in **Exhibit "A"** shall not entitle Vendor to additional compensation beyond that set forth in Section 4. The Vendor shall be responsible for and shall warrant all Services including work delegated to such subcontractors or professional associates.

### 14. CANCELLATION OF AGREEMENT

Pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein by reference, all parties are hereby put on notice that this Agreement is subject to cancellation by Town if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of Town is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

### 15. COMPLIANCE WITH LAWS AND NON-DISCRIMINATION

In the performance of Services hereunder, Vendor shall comply with all applicable state, federal and local laws or regulations. Without limiting the foregoing, Vendor shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1975 and Federal Executive Order No. 11246, State Executive Order No. 99-4 and A.R.S. § 41-1461 et. seq., which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have access to employment opportunities. The Vendor shall comply with Section 503 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Vendor shall comply with Title VI of the Civil Rights Act of 1964, as amended,

which prohibits the denial of benefits or participation in contract services on the basis of race, color, or national origin. The Vendor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap in delivering contract services.

### 16. <u>COMPLIANCE WITH IMMIGRATION LAWS</u>

Pursuant to the provisions of A.R.S. § 41-4401, Vendor warrants to Town that Vendor and all its subcontractors are in compliance with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. § 23-214(A). Vendor acknowledges that a breach of this warranty by Vendor or any of its subcontractors is a material breach of this Agreement subject to penalties up to and including termination of this Agreement or any subcontract. Town retains the legal right to inspect the papers of any employee of Vendor or any subcontractor who works on this Agreement to ensure compliance with this warranty.

Town may conduct random verification of the employment records of Vendor and any of its subcontractors to ensure compliance with this warranty.

Town will not consider Vendor or any of its subcontractors in material breach of the foregoing warranty if Vendor and its subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA § 1324(a) and (b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by Arizona Revised Statutes § 23-214(A).

The provisions of this Section must be included in any contract Vendor enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. "Services" for purposes of this section are defined as furnishing labor, time or effort in the State of Arizona by a Vendor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

### 17. OWNERSHIP OF DOCUMENTS

All documents including but not limited to data computation, studies, reports, design notes and any original drawings which are prepared in the performance of this Agreement are to be and remain the property of Town and are to be delivered to the Contract Administrator before final payment under this Agreement is made to the Vendor or upon termination, abandonment, or suspension of this Agreement for any reason.

### 18. <u>INDEMNIFICATION</u>

The Vendor shall at all times indemnify, keep indemnified, defend and save harmless Town and any of its Mayor, council members, agents, officials, officers, representatives, volunteers and employees from any and all claims, demands, suits, actions, proceedings, loss, costs and/or damages of every kind and description including any attorney's fees and/or litigation expenses which may be brought or made against or incurred by Town on account of loss of or damage to any property or for injuries to or death of any person caused by, arising out of, or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake, or negligence of the Vendor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of this Agreement or arising out of Workers' Compensation claims, Unemployment Compensation

claims, or Unemployment Disability Compensation claims of employees of the Vendor or its subcontractors or claims under similar laws or obligations. The Vendor's obligations under this paragraph shall not extend to any liability caused by the sole negligence of Town or its employees.

In the event that any action or proceeding shall at any time be brought against Town by reason of any claim referred to in this Section, the Vendor, at Vendor's sole cost and upon at least 10 day's written notice from Town, shall defend the same with counsel acceptable to Town, in Town's sole discretion. The Vendor's obligations under this Section shall survive the expiration or earlier termination of this Agreement. Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this Section and shall not be construed in any way to limit the scope and magnitude of this Indemnification, nor shall this Indemnification be construed in any way to limit the scope, magnitude or applicability of the insurance provisions.

### 19. INDEMNIFICATION-PATENT, COPYRIGHT AND TRADEMARK

Vendor shall indemnify and hold harmless Town 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 Agreement performance or use by Town of materials furnished or Services performed under this Agreement. The Vendor 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 Town and its agents for alleged infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods or materials by reason of the use or sale of any goods or materials furnished under this Agreement and the Vendor further agrees to indemnify Town 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 proceeding including any settlement or decree of judgment entered therein. It is expressly agreed by the Vendor that these covenants are irrevocable and perpetual.

### 20. CHANGES

Any changes to this Agreement shall be made in writing and signed by both parties.

### 21. NO AUTHORITY TO BIND TOWN

The Vendor has no authority to enter into contracts or agreements on behalf of Town, or in the name of Town, and nothing in this Agreement is to be construed to provide such authority.

### 22. DECLARATION BY VENDOR

Vendor declares that the Vendor has complied with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the Services to be performed under this Agreement.

### 23. NOTICE

Unless otherwise provided herein, demands or notices under this Agreement will be in writing and will be deemed to have been duly given and received either (a) on the date of services if personally delivered to the party to whom notice is to be given, or (b) on the 3rd day after the date of the postmark of deposit by first class United States mail, registered or certified postage prepaid and properly addressed according to the party's place of business as set forth herein.

### 24. WAIVER AND SEVERABILITY

None of the provisions of this Agreement shall be deemed to have been waived by an 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. A waiver of any part of this Agreement, whether express or by conduct, shall not constitute a continuing waiver of such part (unless explicitly stated to be so), or a waiver of any other part, nor shall a waiver of any breach of this Agreement, or any part of it, whether express or by conduct, constitute a waiver of any succeeding breach. The provisions of this Agreement shall be severable such that if any provision shall be deemed to be invalid and unenforceable for any reason, such invalidity or unenforceability shall not affect the remaining provisions hereof.

### 25. INSURANCE

- (A) The Vendor shall provide and maintain and cause any subcontractors to provide and maintain appropriate insurance. In no event shall the total coverage be less than the minimum insurance coverage specified below:
  - i. Commercial General Liability in an amount of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate.
  - ii. Automobile Liability in an amount of not less than One Million Dollars (\$1,000,000) per occurrence.
  - i. Statutory Workman's compensation.
- (B) The Vendor shall name Town, its Mayor, council members, agents, officers, representatives, officials, volunteers and employees as additional insureds and shall specify that the insurance afforded by the Vendor shall be primary insurance and that any insurance coverage carried or self-insurance by Town, any department or employee shall be excess coverage and not contributory insurance to that provided by the Vendor. Said policy shall contain a severability of interest provision. Town reserves the right to continue payment of premium for which reimbursement shall be deducted from amounts due or subsequently due Vendor.
- (C) Failure on the part of the Vendor to procure and maintain the requested liability insurance and provide proof thereof to Town within ten (10) days following the commencement of a new policy, shall constitute a material breach of the Agreement upon which Town may immediately terminate this Agreement. Within ten (10) days of signing this Agreement, the Vendor shall furnish the Town with copies of the Certificate of Insurance and Endorsements drawn in conformity with the above insurance requirements. Town reserves the right to request and receive certified copies of any or all of the above policies and endorsements.
- (D) The Vendor agrees to comply with statutory requirements for both workers' compensation and unemployment insurance coverage during the term of this Agreement. A Certificate of Insurance for workers' compensation coverage shall be provided within ten (10) days of signing this Agreement. The insurer shall agree to waive all rights of subrogation against Town, its Mayor and Council members, its officers, representatives, officials, volunteers, agents, and employees for losses arising from Services performed by the Vendor for Town.

(E) The Vendor is primarily responsible for the risk management of its Services 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 subject to at least (5) days written notice. The Vendor shall require any and all subcontractors to maintain insurance as required herein naming Town and Vendor as "Additional Insured" on all insurance policies, except Worker's Compensation, and this shall be reflected on the Certificate of Insurance and endorsements. The Vendor's insurance coverage shall be primary insurance with respect to all other available sources. Coverage provided by the Vendor shall not be limited to the liability assumed under the Indemnification provision of this Agreement. To the extent permitted by law, Vendor waives all rights of subrogation or similar rights against Town, its Mayor and council members, officials, agents, representatives, officers, volunteers and employees. All insurance policies, except Workers' Compensation required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, Town, its Mayor and council members, agents, representatives, officers, directors, officials, volunteers and employees as Additional Insureds. Town reserves the right to require complete copies of all insurance policies and 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 of contract.

### 26. 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 all of 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 all the parties is binding upon the parties.

### 27. INCORPORATION OF RECITALS

The Recitals are acknowledged by the parties to be substantially true and correct, and hereby incorporated as agreements of the parties.

### 28. ATTORNEY'S 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 attorney's 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.

### 29. 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 application of any rule of law which would otherwise be applicable in connection with 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.

# 30. DISPUTES, GOVERNING LAW

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 or provision's true intent and meaning.

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.

# 31. ENTIRE AGREEMENT

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

# 32. <u>LICENSES</u>

Vendor shall maintain in current status all Federal, State, and Local licenses and permits required for the operations of the business conducted by Vendor and the Services to be provided under this Agreement.

# 33. PERMITS AND RESPONSIBILITIES

Vendor, shall, without additional expense to Town, be responsible for obtaining any necessary licenses and permits and for complying with any applicable Federal, State, County and Municipal Laws, codes and regulations in connection with the execution of the work, provision of Services and provision of materials.

# 34. LIENS

Vendor shall hold Town harmless from claimants supplying labor or materials to the Vendor or subcontractors in the performance of the Services under this Agreement. Vendor shall deliver appropriate written releases, in statutory form, of all liens to Town.

# 35. NON-EXCLUSIVE REMEDIES

The rights and the remedies of Town under this Agreement are not exclusive. Town shall be entitled to offset against any sums due to Vendor, any expenses or costs incurred by Town, or damages assessed by Town concerning Vendor's non-conforming performance or failure to perform the Agreement, including costs and damages incurred by Town.

# 36. <u>TAXES</u>

Vendor shall be solely responsible for any and all tax obligations which may result out of the Vendor's performance of this Agreement. Town shall have no obligation to pay any amounts for taxes, of any type, incurred by the Vendor.

# 37. INCORPORATION BY REFERENCE

All Exhibits to this Agreement are fully incorporated herein as though set forth at length herein.

# 38. SURVIVAL

All warranties, representations and indemnification by Vendor shall survive the completion, expiration, or termination of this Agreement.

# 39. Prohibited Boycott.

Pursuant to A.R.S. 35-393.01, the Vendor, 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.

IN WITNESS WHEREOF, Vendor a by their duly authorized representatives,	and Town have caused this document to be executed this date of, 2018.
TOWN OF FLORENCE:	VENDOR:
Ву:	Ву:
ATTEST:	
Lisa Garcia, Town Clerk	
REVIEWED AS TO FORM:	
Clifford L. Mattice Town Attorney	

#### Exhibit "A"

Pro-Tec Environmental – Scope of Work Town of Florence

- 1) To clean sewer lines we use a combination sewer cleaning truck. The truck carries 1500-gallons of fresh water and has an 1800-gallon debris tank to hold everything that is vacuumed out of the sewer system.
- 2) The truck carries 800 feet of 1" pressure jetter hose that can pump 80-gallons a minute at 2000 PSI. The hose goes up the sewer line from one manhole to the next and then is pulled back under pressure flushing all of the debris down to the manhole where the truck is located. As the debris is flush back to the truck, we use the 8" vacuum hose to pick up all of the debris that has been flushed out of the sewer system. The trucks carry different nozzles and cutters that are used to clean and cut roots depending on what we find in the sewers and the size of the pipe we are working in.
- 3) To clean the sewer system we start at the top of the system and clean towards the bottom where there is a lift station or a waste water treatment plant.



# Pro-Tec Environmental, Inc. & Pro-Tec Enterprises, Inc.

3016 S 38th St

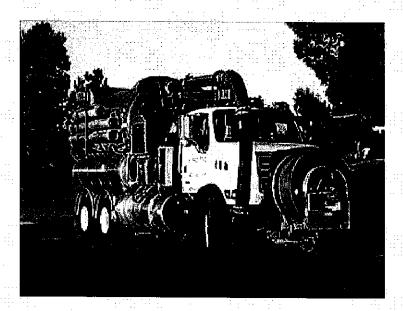
Phone: 480.941.5661

Phoenix, AZ 85040

Email: contact@ptev-inc.com

[Map]

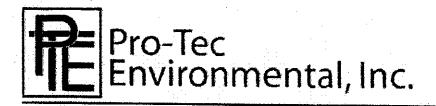
Pro-Tec Environmental is an industrial cleaning company, focusing on construction, waste water treatment plants, municipalities and private entities for water and waste water collection/distribution, pipe cleaning, potholing, hydrovac, pumping services, and much more since 1996. We pride ourselves in providing our customers with top-notch workmanship and exceptional customer service.



Pro-Tec Enterprises is a roll off company specializing in hauling waste sludge and construction debris.



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July 13, 2018

Timm Wainscott/Susan Jonas Town of Florence PO Box 2670 Florence, AZ 85232

Job Name: FY 2018/2019

Thank you for the opportunity to submit an estimate and proposal for the below described project. We propose to furnish all labor, equipment, and material to complete the below project. Any changes in scope, will be priced accordingly using the attached price sheet.

#### Scope of Work;

Hourly rates are charged portal to portal and will apply to all potholing, as well as the cleaning of tanks, lift stations, and sewer lines. Typically the equipment supplied is a 2-man Vactor truck along with personal protection equipment. Additional support truck, manpower, supplies, and disposal may be required dependent upon the work requested by the customer.

Prices listed on an attached spreadsheet are firm through: End of fiscal year 2019 After that date, the prices are subject to equipment and/or labor increases.

Exclusions: Permits, Bonds, Taxes and Material Testing by independent firm not included.

\*\*Please note Emergency Work and Weekends will be billed at the appropriate time and a half rates.

Sincerely,

Kelly Steele President

(480) 941-5661 office

(602) 980-1720 cell

Print/Signature	Date	P:O
-----------------	------	-----



Date:	July	13.	2018

Customer: Town of Florence

Contact: Timm Wainscott/Susan Jonas

Email: Susan.Jonas@florenceaz.gov

Phone: 520-868-7614

Job Name: FY 2018/2019

This is an estimated amount only. The invoice will reflect actual work completed and will be calculated using the rates listed below.

QTY		COST		UNIT	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	TOTAL	AMOUNT
	EQUIPMENT (portal to portal)			<u></u>			· . :			<u> </u>	
	2115 Series Vactor Truck (operator included)	5	165.00	hour						0	s
	Roll – Off truck (operator included)	\$	95.00	hour							s
<u> </u>	Tanker - 5000 gal (operator included)	\$	115.00	hour		11 11				0	\$
	Super Vac (operator Included)	\$	165.00	hour		-			-	0	
	Support Truck	\$	85.00	day				. :	·	0	
	Water Truck	s : : : : : : : : : : : : : : : : : : :	110.00	hour	:: ::					O	\$
	Jetter Trailer	\$	140.00	hour						0	8
	Additional Manpower per man	s. :: : :	35.00	hour				<del>,,, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</del>		0	\$
	ADDITIONAL EQUIPMENT				:::						
	Power Washer	s	50.00	8 hr day	1					0	\$
	Personal Air Monitor	\$	60.00	each/day						0	5
	Air Monitor	\$	95.00	8 hr day				: .		0	s
1 :	Confined Space	3	160,00	B hr day	1,1	<u> </u>				0	5 .
·	Trash Pump	8	65.00	Bhrcay					-	0	\$
	Tractor Mounted Blower	\$	300.00	8 hrday	_					0	\$ .
	PPE (Personal Protection)					<del>'</del>			. :		
	(per person per day)	s	15.00	esch						0	
	DISPOSAL		-								
	Dump Fees (Vactor - WM minimum 5-Tons)	\$	85:00	ton						0	* * * * * * * * * * * * * * * * * * * *
	MISCELLANEOUS										
	6" Fiex hose	\$	2.50	foot	<del>-</del>					0	\$
	Per Diem per man	\$. i i	85.00	day			1. ::	:		0	\$ _
<u>.</u>	Testing (if required)		· · · · · ·	at cost				-		0	\$
	Wash Out Fee	s	175.00	each				-		0	5
	Water Fees if not provided			at cost				·			<u> </u>

10:00 Days
2 people
Disposal is @ our site

TOTAL \$

\$1650.00 a day

MINUTES OF THE TOWN OF FLORENCE COUNCIL SPECIAL MEETING OF THE FLORENCE TOWN COUNCIL HELD ON TUESDAY, JULY 3, 2018, AT 4:00 P.M., IN THE FLORENCE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.

#### **CALL TO ORDER**

Mayor Walter called the meeting to order at 4:00 p.m.

#### **ROLL CALL:**

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

#### **CALL TO THE PUBLIC**

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

There were no public comments.

#### 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)(1), (A)(3), (A)(4) and (A)(7) to consider its position and instruct its representatives and/or attorneys regarding:

- a. Contract negotiations with the Town Manager.
- b. Town's position and instruct its attorneys regarding pending litigation in Maricopa County Superior Court: Town of Florence v. Florence Copper, Inc. CV2015 -000325.
- c. Town's position and instruct its attorneys regarding possible contract matters resulting from the closing of the Florence Hospital at Anthem.

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

# ADJOURN FROM EXECUTIVE SESSION

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

# **TOWN MANAGER'S REPORT**

There was no report.

# CALL TO THE COUNCIL - CURRENT EVENTS ONLY

The Council invited the public to the Fourth of July activities with the pool opening at noon and the Freedom Fest beginning at 5:00 pm. They also invited the public to visit the art show coming to McFarland State Park.

On motion of Councilmember Hawkins, seconded by Vice-Mayor Woolridge, and carried to

# **ADJOURNMENT**

djourn the meeting at 5:48 p.m.
ara Walter, Mayor
ATTEST:
isa Garcia, Town Clerk
certify that the following is a true and correct copy of the minutes of the Florence Town Counc neeting held on July 3, 2018, and that the meeting was duly called to order and that a quorun vas present.
Lisa Garcia, Town Clerk

MINUTES OF THE TOWN OF FLORENCE COUNCIL MEETING HELD ON MONDAY, JULY 16, 2018, AT 6:00 P.M., IN THE FLORENCE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.

#### **CALL TO ORDER**

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

#### **ROLL CALL:**

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

#### MOMENT OF SILENCE

Mayor Walter called for a moment of silence.

#### PLEDGE OF ALLEGIANCE

Mayor Walter led the Pledge of Allegiance.

#### **CALL TO THE PUBLIC**

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

Mr. Jerry Ravert, Florence Resident, stated that he has expressed concerns about the use of primary elections to make far-reaching decisions, especially with a seasonal population as the Chamber of Commerce has brought to the Council's attention. He stated that although the State of Arizona may dictate when the primary elections are held, the State cannot and should not tell us, the counties and cities, what the content of our elections should be. For future elections, I am asking the Council to keep issues with long term consequences, such as the base-rate adjustment, and election of the council members for the November General Election – when there are more voters in town. He stated that if the Council truly wants to be transparent, you need to hear all voices; it is important, people will respond.

Mr. Ravert stated that the Council needs to make a commitment to historic preservation. In front of the Council is a golden opportunity. There are two National Register buildings on Historic Main Street which will soon be demolished unless something is done. The Town already owns the Cuen House, and it could purchase the remaining of the 1912 brick saloon, recently burned. The Town could rehabilitate both buildings and set an example by following all rules, codes, and preservation guidelines we as property owners in the Historic District are expected to follow. Main Street does not need any more empty lots or parks. Main Street needs preservation and in fill. The Town could lead the way by setting the example.

Tom Rankin, Florence Resident, stated that many residents utilized the transfer station services that were previously provided to the residents. He stated that now residents must have to bag their waste in plastic bags until they can have it picked up, which is once per month. He asked the Council to negotiate with Right Away Disposal (RAD) to have them do two times per month pickups and to develop reusable bags. He stated that the bags can be made of burlap or tarp material. He is concerned about the landfill being filled with plastic bags and the desert, in which many people may start dumping at because they have no place to dump. He stated that many people will not spend \$40-\$45 for dumping fees.

Mr. Rankin stated that bulk waste is a problem. He stated that this is a service that is needed and no longer available to the residents.

Bruce Taylor, San Tan Valley Resident, asked the Council to annex an area of San Tan Valley and make it a part of Florence. He stated that Florence's population would increase by 100,000 and probably within 200,000 within in a few years. They would benefit from the infrastructure and the services the Town provides to its residents. The new residents would bring in more tax dollars and have the authority and ability to help everyone grow together.

#### ADJOURN TO MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1

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

Public hearing to receive citizens' comments on the proposed final budget for Merrill Ranch Community Facilities District No. 1; and possible adoption of Resolution No. MRCFD1 139-18

Chairman Walter read Resolution No. MRCFD1 139-18 by title only.

# A RESOLUTION OF THE MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1, PINAL COUNTY, ARIZONA, ADOPTING THE BUDGET FOR FISCAL YEAR 2018-2019.

Mr. Joe Jarvis, District Treasurer, stated that as part of the process of developing the Town's budget, they also developed the Merrill Ranch Community Facilities District No. 1 budget. He has provided the official documents from the Attorney General's Office for this District.

Boardmember Wall inquired about the difference between the secondary property tax rate between Fiscal Year 2017-2018 and Fiscal Year 2018-2019.

Mr. Jarvis stated that rate for Fiscal Year 2017-2018 is \$3.25 for the ad valorem tax and \$0.30 for the operations and maintenance. He stated, that with the assistance of Piper Jaffray, the District's Financial Advisor, they have analyzed what the minimum rate should be which will cover the expenses for this next fiscal year. He stated that the rate of 1.9025 is included in the budget, which includes covering the expenses for this upcoming year for debt and interest on the 2008A General Obligation Bonds (GO Bonds) and the new funding that occurred in 2017. It also includes the \$0.30 for the operation and maintenance. In addition, it includes a buffer of \$15,000 to cover an interest payment on a potential GO Bond of \$2 million. The buffer also includes a 5% delinquency rate because some customers do not pay their bills on time.

Florence Town Council Meeting Minutes July 16, 2018

Mr. Jarvis stated that staff is working with the consultants to determine the most appropriate rate to present for this next fiscal year. He stated that the rate may be slightly different from what is currently being presented.

Mr. Brent Billingsley, District Manager, stated that this is different than what has been done in the past. The two Community Facilities Districts (CFDs) have had the same rate for the entire time of their existence. The history of the districts was evaluated as was the actual costs associated with the CFDs based on the issuances that have occurred since they were started. He stated that there is going to be a time when the rates will be different because a lot of development is occurring in one of the CFDs and not in the other. The District has issued a lot of GO Bonds in one CFD and the other had one issuance.

Mr. Billingsley stated that what is being presented is the real audit by Piper Jaffray on what the minimum rate for those will be. There are several things that go into determining what a rate will be, which includes issuances that may occur in the next year. A request was made by the developer to have an issuance this year.

Mr. Billingsley stated that he has asked Mr. Jarvis and Piper Jaffray to set up a time frame in December or January of each year where requests can come from developers for financial offerings in the forthcoming year.

Mr. Jarvis stated that the Arizona Revised Statutes have changed which now restricts the District. He stated that within the debt fund in each of the CFDs, they have Special Assessment and General Obligation Bonds. The General Obligation Fund Balance is now restricted. The District cannot have more than 10% of the annual debt and interest payments in its cash balance as of July 1, 2019. Historically, the rate has been held the same and have been able to retain a little bit more funding than the required amount for debt and interest payments. With the extra cash, the District has been able to make additional issuances and help the CFDs out. The District is now required to use the cash.

Boardmember Anderson asked that maps of each of the Districts be provided to him.

Boardmember Guilin inquired if Mr. Jarvis added an additional 5% for delinquency. She asked if it was applied to the full levy amount.

Mr. Jarvis stated that the 5% is on a small portion of the ad valorem and did not include the operations and maintenance.

Mayor Walter inquired if the payments would need to be applied towards the total debt amount and if staff has looked into that with the recent agreements.

Mr. Billingsley stated that the funds that are collected are held within the CFD. There are several different accounts where the fees are located. The laws limit what the balances are to ensure that the individuals who pay the taxes are protected from a truck-tax rate that is set arbitrarily high to collect money and go into the individual accounts within the CFDs. There are two parts: the part that relates to a rate that is set and the funds that will be accumulated based on that; and what to do with the balances that exist in the individual CFDs for those accounts. A recommendation will be forwarded to the board at the end of the month. Piper Jaffray has Florence Town Council Meeting Minutes

July 16, 2018

provided a minimum amount that needs to be collected for all things to stay even with the CFDs. The amount will go up if there will be issuances that can occur in the upcoming year or for changes in the valuation.

Chairman Walter stated that any revenue that comes in could be used to pay off the debt at a faster rate.

Mr. Billingsley stated that the District did a refinance last year in MRCFD No. 1. The District used the account balance to buy down the debt as part of the refunding. The time frame was also impacted as part of the reduction in rate.

Chairman Walter opened the public hearing. There being no public comments, Chairman Walter closed the public hearing.

On motion of Vice-Chairman Woolridge, seconded by Boardmember Guilin, and carried to adopt Resolution No. MRCFD1 139-18.

Discussion/Approval/Disapproval of the Merrill Ranch Community Facilities District No. 1 March 19, 2018 Special Meeting minutes.

On motion of Vice-Chairman Woolridge, seconded by Boardmember Larsen, and carried to approve the March 19, 2018 Special Meeting minutes.

#### ADJOURN FROM MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1

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

#### ADJOURN TO MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2

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

Public hearing to receive citizens' comments on the proposed final budget for Merrill Ranch Community Facilities District No. 2; and possible adoption of Resolution No. MRCFD2 236-18:

Chairman Walter read Resolution No. MRCFD2 236-18 by title only.

A RESOLUTION OF THE MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2, PINAL COUNTY, ARIZONA, ADOPTING THE BUDGET FOR FISCAL YEAR 2018-2019.

Mr. Jarvis stated the numbers being presented are lower in the upcoming fiscal year than in the last fiscal year because the Arizona Revised Statutes have changed. He met with the consultants and they are coming before the Board with a recommendation on July 30, 2018.

Chairman Walter opened the public hearing. There were no public comments, Chairman Walter closed the public hearing.

On motion of Boardmember Hawkins, seconded by Vice-Chairman Woolridge, and carried to adopt Resolution No. MRCFD2 236-18.

Discussion/Approval/Disapproval of the Merrill Ranch Community Facilities District No. 2 March 19, 2018 Special Meeting minutes.

On motion of Boardmember Wall, seconded by Boardmember Larsen, and carried to approve the March 19, 2018 Special Meeting minutes.

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

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

# **PUBLIC HEARINGS AND PRESENTATIONS**

Public hearing to receive citizens' comments on the property tax levy of the Town of Florence.

Mr. Joe Jarvis, Finance Director, stated that the recommendation is to lower the rate. The Town is holding a public hearing because of the property tax levy and the truth in taxation requirement. The levy amount will increase this next fiscal year. The reason the levy amount is increasing is because property values are increasing. They will still be able to collect just as much revenue as they did last year if they lower the rate because of the increase in the property value.

Mr. Jarvis stated that each individual's property tax may either increase or decrease, depending on the rate that the Council adopts and the value of the home. The Council will have the opportunity to consider adopting the rate for the next fiscal year.

Mayor Walter opened the public hearing. There being no public comments, Mayor Walter closed the public hearing.

Public hearing to receive citizen's comments on the proposed final budget for Fiscal Year 2018-2019.

Mr. Jarvis stated that the public hearing is to receive comments from the public. He thanked the Council for the work they have done on the budget.

Mayor Walter opened the public hearing.

Mr. Billingsley thanked the Budget Committee for their hard work and the time spent working through the budget process. He thanked them for their contribution. He also thanked the public for their comments. He also thanked the Department Directors for their hard work.

Mayor Walter closed the public hearing. Florence Town Council Meeting Minutes July 16, 2018
Page 5 of 30

Public hearing on an application received from Samir Shilaimon Kasha, Pinal Food Market, LLC, located at 90 N. Main Street, Florence, Arizona, for an Agent Change – Acquisition-Control, and for Council recommendation for approval or disapproval of said license.

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, stated that the Town Clerk's Office received the application and posted it at Pinal Food Market for the required 20 days. The Town has not received any complaints regarding the application. Town staff recommends that the Town Council approve the application.

Mayor Walter opened the public hearing. There being no comments, Mayor Walter closed the public hearing.

On motion of Councilmember Wall, seconded by Councilmember Guilin, and carried to forward a favorable recommendation to the Arizona Department of Liquor Licenses and Control for an Agent change – Acquisition - Control application, received from Samir Shilaimon Kasha, Pinal Food Market, LLC, located at 90 N. Main Street, Florence, Arizona.

# Presentation by Tony Trifiletti, Executive Director of All Aboard Arizona.

Mr. Brent Billingsley, Town Manager, stated that All Aboard Arizona is a non-profit group that advocates specifically for passenger rail. They are working very hard on passenger rail from Phoenix to Tucson and wants to ensure that Florence is part of the project when it comes to fruition. They have applied for grant funds and asked for Florence's support in their grant application. Florence has sent a letter of support on their behalf.

Mr. Tony Trifiletti, Executive Director of All Aboard Arizona, stated that their key priority is to establish intracity passenger rail service from Phoenix to Tucson. They thought they could get a state passenger rail program started. He stated that they made a presentation to Senator Bob Worsley. Their idea was to take one of the cheaper alternatives from the \$6 million Arizona Department of Transportation (ADOT) High Speed Rail Study; however, they ran afoul of Article 9, Section 14 of the Arizona Constitution.

Mr. Tifiletti provided a presentation in which he outlined the following:

- Executive Summary
  - The Sun Corridor contains 5 million people, which is 75% of the population of Arizona, and grew 78% between 1990 and 2010. In the Phoenix-Tucson segment, by 2035 there will be an additional 51% population growth to 7.7 million. Phoenix is the largest city in America without commuter or intercity rail, and Maricopa County is America's fastest growing county.
  - I-10 travel times are expected to increase 26% by 2035 and 59% by 2050. To handle the anticipated traffic, I-10 would have to be widened to 10 lanes. It would cost \$1 billion for just two more lanes on I-10 between Phoenix and Tucson. There is a significant demand for passenger rail from the people, employers and other private sector entities and developers in particular. If Arizona wishes to attract more and larger employers, particularly the high-tech variety, it needs to improve its transportation profile.
  - Air travel is time consuming and inflexible, and air fares can be prohibitive. Sandstorms close airports, and ground planes and passengers. I-10 is hazardous even on its best days

- with the sheer number of trucks. Sandstorms can make driving on the freeway treacherous and even close it entirely. Trains can handle sandstorms as long as the block signals are visible. Rail moves people and goods when other modes fail.
- ADOT's study of passenger rail between Phoenix and Tucson cost over \$6 million and joined previous studies on the shelf. The study's proposed speed of 125 mph is out of reach unless a totally new line is built to European or Japanese high-speed standards.
- One of the options enumerated by the ADOT Rail Office is the Amtrak Connection. By utilizing the existing Union Pacific line between Phoenix and Tucson, the 3-year buildout and \$1.1 billion cost would make it a far superior alternative to the high-speed study's 20year buildout and \$6 billion cost.
- Conventional passenger railcars can be purchased from Siemans in Sacramento. At 79 mph, the trains would make the trip between Phoenix and Tucson in 2 hours to 2 hours 15 minutes.
- Recommendations
  - Establish a stronger Rail Office within ADOT;
  - Fund and finish the ADOT Phase 2 study;
  - Explore the purchase of Siemans equipment from its Sacramento factory;
  - Prepare the groundwork for upgrading Union Pacific's rail line in the corridor.
- Sun Corridor Population Growth
  - In the Sun Corridor (Prescott-Phoenix-Tucson-Nogales), there are 5 million people, which is 75% of the population of Arizona. This corridor grew 78% between 1990 and 2010.
  - In the Phoenix-Tucson segment of the Sun Corridor, by 2035 there will be an additional 51% population growth to 7.7 million.
  - Phoenix is the largest city in America without commuter or intercity rail, and Maricopa County is America's fastest growing county. Arizona's population and employment are heavily concentrated in this segment of the corridor.
  - This does not even include Bill Gates' new "smart city" of Belmont, which will be constructed on the future I-11 between Wickenburg and Buckeye.
  - How will all these people get around?
- Sun Corridor Transportation Profile
  - I-10 travel times are expected to increase 26% by 2035 and 59% by 2050. To handle the anticipated traffic, I-10 would have to be widened to 10 lanes. It costs \$3 to \$6 million per mile to build two additional freeway lanes. That's easily \$1 billion for just two more lanes on I-10 between Phoenix and Tucson.
  - Arizona has over 66,000 miles of public roads of which 15% are in poor condition. There
    is \$1.7 billion in highway construction underway with another \$3.25 billion planned over the
    next decade.
  - But we need more than just highways. If we want an all-highway solution to our transportation problems, we should have started construction yesterday.
  - There are over 1600 miles of railroad track in Arizona. There is a significant demand for passenger rail from the people, employers and other private sector entities and developers in particular.
  - If Arizona wishes to attract more and larger employers, particularly the high-tech variety, it needs to improve its transportation profile.
  - The bottom line isn't pretty. Planned highway expansion in the Phoenix-Tucson corridor will not meet growing traffic demand by 2035. It's just a brutal fact.

# - Why Rail?

- Air travel? It's time consuming, inflexible, and air fares can be prohibitive. A standard coach ticket for Phoenix-Tucson can range from \$250 to over \$1000, even with a change of planes at an out-of-the-way hub like Denver (*cf.* Expedia). Sandstorms close airports, and ground planes and passengers.
- Highway safety: Interstate 10 is hazardous even on its best days with the sheer number
  of trucks. A simple fender bender can create backups running for miles due to the minimal
  number of bypass options and can delay a short trip by hours. Sandstorms can make
  driving on the freeway treacherous and even close it entirely.
- Why would a conservative Republican favor a rail-based solution to a transportation problem? There is a Republican argument for rail, and it can be summarized in three simple words: Facilitation of Commerce.
- Rail moves people and goods in an efficient cost-effective manner. Rail moves people and goods when other modes fail. Rail is good for business.
- The latest ADOT Rail Study
  - ADOT's latest study of passenger rail between Phoenix and Tucson cost over \$6 million and joined previous studies on the shelf. Let's be realistic. It's unlikely that anything will ever come of it.
  - To get passenger trains moving more rapidly than the FRA's arbitrary speed limit of 79 mph would require very expensive track improvements. The study's proposed speed of 125 mph is out of reach unless a totally new line is built to European or Japanese high-speed standards.
  - Who is going to pay for it? Where will the money come from?
- Amtrak Connection
  - Peoria
  - Phoenix Union Station
  - Phoenix Sky Train
  - Queen Creek Airport
  - Downtown Coolidge
  - Marana North
  - Tucson Amtrak
  - Tucson Airport
- A Better Way
  - One of the options enumerated by the ADOT Rail Office is the Amtrak Connection. By utilizing the existing Union Pacific line between Phoenix and Tucson, the 3-year buildout and \$1.1 billion cost would make it far superior to the ADOT high speed rail study's 20-year buildout and \$6 billion cost.
  - The Union Pacific line would require work to prepare it for intercity passenger rail service.
    The single-track line from Phoenix to Picacho Junction (75 miles) would require significant
    track upgrades, while the double-track line from Picacho Junction to Tucson (45 miles)
    would only require minimal work.
  - The stations at Phoenix and Tucson would require some work, and the seven proposed stations between them would utilize portable manufactured modular units like the station in Maricopa.

• This option, favored by All Aboard Arizona, would give the state and the Sun Corridor more bang for the buck in a much shorter time frame. It would also interface nicely with the future I-11 and its associated rail infrastructure.

#### - Siemans Solution

- Siemans is producing passenger railcars for Caltrans and Florida's Brightline at is Sacramento facility.
- The interiors feature Wi-Fi, electric outlets for each set and bicycle racks.
- Brightline trains will start running from Miami to West Palm Beach this year on the tracks of the Florida East Coast Railway. Service will eventually reach Orlando.
- Brightline is a total private sector solution funded by All Aboard Florida, Florida East Coast Industries and Fortress Capital.
- Siemans has a factory in Sacramento and is producing the next generation of passenger railcars for California. Brightline has piggybacked on that order.

#### Interstate 11

- This new proposed addition to the interstate highway system will combine the existing US 95, I-515 and US 93 in Nevada and Arizona. Then I-11 will either blaze a new route from Wickenburg south to AZ 85 at Buckeye on its way to I-8 at Gila Bend, or create a new southern bypass of the Phoenix area roughly paralleling I-10.
- This will be a Cooper Corridor, combining a highway with a rail line, pipelines and power lines in the median. The Cooper Corridor concept was invented by Dr. Hal Cooper nearly a half century ago when he was a professor of engineering at Texas A and M. The Trans-Texas Corridors, proposed 15 years ago by then-Gov. Rick Perry, were based on Dr. Cooper's work.
- Bill Gates' proposed "smart city" of Belmont is to be located on the future I-11 between Wickenburg and Buckeye.
- The rail line proposed for the median of Interstate 11 would provide easier exchange of freight between BNSF and Union Pacific, and also provide additional commuter and intercity passenger rail options for the region.

# - Recommendations

- Establish a stronger Rail Office within ADOT. The current Rail Office consists of only one person, and he wears a number of other hats as additional duties. This office needs beefing up and more prominence. Its new mission would be to:
  - Coordinate intercity planning with MAG's planning, employing regional rail, commuter rail and light rail;
  - Manage use of shared tracks, communications, dispatching and station investments with Union Pacific;
  - Manage connectivity and collaboration with MAG should its ballot measure pass in 2022.
- Fund and finish ADOT Phase 2 study. Under current environmental regulations, the study would have to be completed, but the study should now cover leased tracks, trains and stations for the Amtrak Connection option. The final proposal would require:
  - Legislative approval;
  - Trackage agreements;
  - Lease or purchase of rolling stock and stations;

- Contracts for existing station improvements.
  - Intercity passenger rail service could begin as soon as 3 years after the ink has dried.
- Establish the purchase of Siemans equipment from its Sacramento factory. Florida has piggybacked on the California order, and Arizona could follow.
- Prepare the groundwork for upgrading Union Pacific's rail line in the corridor. This is where most of the money will be spent for the project, and a good working relationship needs to be established with the railroad to make the partnership work.

Mayor Walter inquired what the timeline will be.

Mr. Trifiletti stated that they would like to set up meetings with each of the following: elected officials, NPOs and Union Pacific along with their players. He stated that it took Florida seven years to complete the project and run the first train. He stated that their project will take approximately three years once the agreement is made.

Mr. Billingsley stated this group and their board members are very experienced in doing these type of projects and we are fortunate to have them working in Arizona.

Mr. Trifiletti provided a brief overview of his experience. He talked about the similarities and differences between the railways in Washington and Arizona.

# Presentation by Greg Swartz, Financial Advisor, Piper Jaffray and Co.

Mr. Joe Jarvis, Finance Director stated that Piper Jaffray and Company was the selected bidder as the Town's financial advisor.

Mr. Greg Swartz, Senior Vice-President, provided a presentation in which he discussed the following:

- Firm Overview
  - Headquarter is in Minneapolis
    - Have offices throughout the Country
  - Piper Jaffray is a leading advising, underwriting, and asset management firm
  - Corporate Finance
    - Advisory
    - Capital Markets and Equities
    - Mergers and Acquisitions
    - Research
    - Sales and Trading
    - Arizona Experience and Expertise
    - Florence CFDs
    - Team Resumes
  - Public Finance
    - Advising and Underwriting
    - Tax-Exempt and Taxable Bonds
    - Credit and Strategic Analytics

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- Asset Management
  - Wealth Management
  - Equity and Fixed Income
  - Private Equity Investments
- 1895 Present 120+ Year Record of Results
- 2017 Top 50 Most Trustworthy Financial Companies by Forbes
- Region of expertise
  - State and Local Government
  - Utilities
  - Charter Schools
  - Healthcare
  - Higher Education
  - K-12
  - Senior Living
  - Transportation
  - Senior Living and Housing
- Three public finance roles
  - Advisor We advise and represent the issuer as a financial advisor.
  - Placement Agent We "place" bonds directly with investors on behalf of issuers.
  - Senior Underwriter We serve as lead underwriter to publicly sell bonds

Piper Jaffray Rankings

Role	Advisory	Placement Agent	Senior Underwriter
Issues	1,022	891	2,293
Ranked by # of issues	4	1	3
Amount (billions)	\$8.9	Piper Jaffray Rankings	\$57.0

• We are the only firm to rank within the top five for each role

Mr. Nick Dodd, Financial Advisor, Pipe Jaffray and Co, provided a presentation in which he outlined the following:

# Arizona Experience and Expertise

Arizona Advisor Ranking – 2017

Rank	Advisor	# of Issues	Market Share %	\$ (Millions)
1	Piper Jaffray	12	8.3	480
2	Hilltop	11	7.6	352
3	Stifel	9	6.3	303
4	RBC	8	5.6	482
5	Frasca	4	2.8	875
6	Urban Features	4	2.8	126
7	Kaufman Hall	3	2.1	461
8	Public Resources	3	2.1	303
9	Wedbush	2	1.4	171
10	Ironwood	2	1.4	44

Community Facilities Districts

- Since 2013, Nick Dodd has been one of the more active advisors/bankers working on Community Facility Districts in Arizona.
- Mr. Dodd has completed 25 transactions for \$190 million on behalf of 12 different CFD's.
- Since 2008, Greg Swartz has formed CFDs in Apache Junction, Cave Creek, and Gila Bend and issued \$65 million in CFD bonds.

Mr. Swartz continued with the presentation, in which he outlined the following:

- Florence CFDs
  - Phase 1
    - Confirm Tax Balances Available for Debt Service
    - Recommend FY 2018-19 Levies and Rates
  - Phase 2
    - Present to Council/Board
  - Phase 3
    - Confirm Tax Balances
    - Confirm Assessment Balances
    - Confirm Past and Future Uses
  - Phase 4
    - Recommend Enhancements to CFD Procedures and Policies
    - Comply with New Statutory Requirements Property Tax Balances and Carryforward
- Phases 1 and 2 Recommend Tax Levies and Rates
  - New 2017 Statutory Requirements Arizona Revised Statutes 35-458
    - Limits Levies
    - O and M Tax Maximum Rate of \$0.3000
    - Annual Debt Service on Existing Bonds
    - Annual Debt Service on Bonds to be issued
    - Reasonable Delinguency
    - Additional Interest for Tax-Exempt Bonds Declared Taxable
  - Florence CFD Property Tax Rates

CFD	FY2007-FY2018	Estimated 2019
No. 1	3.5500	1.9025
No. 2	3.5500	3.3594

- Phase 3 Fund Balances
  - Confirm and Allocate Balances
    - 2 CFDs 6 Funds
      - o Project
      - Administration
      - Debt Service
    - Main Revenue Sources
      - o Taxes OM and Debt Service
      - Assessments 14 Areas
      - o Bonds 20 Series
      - Earnings
      - Application Fees
      - o Other
    - Confirm Past and Future Uses
      - Estimated Completion: August 1, 2018

- Sources up to 80
- Uses Up to 150
- Estimated completed August 1, 2018
- Phase 4 Enhancements
  - Initial Thoughts
    - Separate Funds for Taxes and Assessments
    - Disclose and Report on "Installment Purchases" within CAFR
    - Additional Trustee Detail on Assessment Bond Prepayments
    - Estimated Completion: September 1, 2018
  - Longer-Term Considerations
    - Fewer and Larger Bond Issues
    - Interim Loans for Project Construction/Acquisition
    - Update Written Policies and Procedures
    - Resolve CFD No. 1 GO Bond Proceed Consent "Issue"
    - Estimated Completion: During FY 2019

Mr. Greg Swartz, Senior Vice President, Piper Jaffray & Co., provided a lengthy overview of the complexity of the bonds and how difficult the 80 sources and 150 uses are to track.

Councilmember Guilin stated it is not very difficult. There are accounting groups and you need to account for the money coming in and the money going out.

Mr. Swarts, stated that it is easy if you have the staff and the knowledge base to do. He complimented Councilmember Guilin for her work on the CFDS.

Mayor Walter commended Councilmember Guilin and stated that she provides a wealth of knowledge. She stated that she wants to ensure that whatever is bonded or whatever rates they receive, that it is of quality for the citizens so that are assessed fairly.

# a. Presentation by Innovation Pavilion, and Subex, regarding cybersecurity.

Ms. Kitty Kolding CEO, Innovation Pavilion, provided a presentation, in which she discussed the following:

- Upcoming events
  - Cybersecurity Summit July 26, 2018
  - Fire Within Entrepreneurial Launchpad Event (Sept/Oct)
  - Cybersecure Your Business Crash Course (September)
  - Local Digital Marketing Crash Course (October)
  - Raising Capital for Start Ups Crash Course (November)
  - Smart City Symposium (December)
- Overall Updates
  - Completed a successful first teacher training with Florence K-8 teachers on May 30, 2018
  - Launched the new IP/Florence Facebook group (July 11, 2018)
  - Engaging two to four additional local resources to source and obtain Grants for FUSD projects
  - IoT Lab sponsored by Subex to be operational in the 2018/2019 school year

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- Milandr/SMART City project beginning Summer 2018
- Subex/Cybersecurity project beginning Summer 2018

Councilmember Wall asked that Council be provided copies of the activities and programs.

Councilmember Anderson inquired when Innovation Pavilion will start building.

Ms. Kolding stated that they are still working through development plans and have a way to go before they break ground.

Councilmember Anderson stated that he thought the development plans should have been completed by now.

Mr. Billingsley stated that the innovation assessment is due this month, which is the first item on the schedule from the contract. The schedule does not show them breaking ground for approximately 24 months.

Councilmember Larsen inquired what the name of the Facebook page will be.

Ms. Kolding stated that the name is of the Facebook page will be Innovation Pavilion Florence.

Mr. Preetham Naik – Director of IoT Solutions, Subex, provided a presentation in which he outlined the following:

- Subex at a glance
  - Financial Strength
    - More than US\$ 60M in Revenue
    - EBITDA higher than most other BSS vendors in the market
    - Have been in business for over 25 years
    - Have partnered with Innovation Pavilion for approximately one year
  - Strong Subexian Base
    - Global workforce, with local presence at all locations: Bangalore (Head office), Denver, London, Dubai and Singapore
    - Over 800+ Subexians working together to deliver market leading software products
  - Global presence
    - Development centers in India, US and UK
    - Over 200 customers and 300+ installations in over 70 countries
    - Customers include 29 of top 50 operators\* and 33 of the world's 50# biggest telecom service providers worldwide
  - Thought leadership
    - Comprehensive selection of security and fraud management product suites to achieve competitive edge.
    - Recognized as the most Innovative IoT Security solution provider by Pipeline Innovation in 2016, 2017 and 2018
    - Featured as 1 of the '10 companies to watch out for in 2015', Frost and Sullivan March 2015.
    - Project lead for TM Forum Asset Management Group

- Leading security solutions provider for Telcos, enterprises, Educations institutions, critical infrastructures and Smart cities focused on IoT and ICS ecosystem.
- Subex global footprint
  - Denver, USA
  - London, UK
  - Dubai, UAE
  - Bangalore, India
  - Singapore, Southeast Asia
- Thought leadership
  - 16 Patents globally 8 granted, 8 pending approval
  - 700+ Engineers working on creating world-leading IP
- Subex portfolio
  - Drive new business model
  - Enhancing customer service
  - Optimize enterprise
  - Business
    - o Revenue intelligence
    - o Customer intelligence
    - o Product intelligence
    - Partner Management
  - Operations
    - Fraud management
    - o Revenue assurance
    - o Interconnect settlement
    - Network Asset Management
  - Infrastructure
    - IoT Security
    - Capacity Management
- Subex IoT Security Footprint
  - Subex provides IoT Security for connected cars
  - Pod Group and Subex partner to provide advanced security for IoT billing and connectivity service
  - Subex deploys Threat Research Lab and IoT Security for educational institutions
  - Subex provides IoT Security for Smart Cities to Town of Florence
  - 35+ industry recognized awards
- Customers Success, Partnerships and Alliances in IoT Security
  - IoT security for Telcos
  - IOT/ICS security for industrial, automotive/connected cars
  - Critical infrastructure security for smart cities
  - Threat intelligence and research with educational institutions
- Subex secure for critical infrastructures
- Subex Secure: IoT Ecosystem Protection
  - Intrusion, detection and prevention
  - Web application protection
  - SIEM
  - IoT Aware
- Deployment architecture

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- Subex secure integration
- Subex secure multi-site/Multi plant forecasted approach
- IoT Innovation Lab and Security Center of Excellence
- Why Subex collaborates with educational institutes
  - Enable Educational Institutions to create a lab as innovation Hub
  - Build industry capable talent in the space of IoT
  - Create innovative applications and domain capability
  - Thrive and embrace partnership and entrepreneurship
    - 1. IoT and Cybersecurity Center of Excellence (COE)
    - 2. train students to make them industry ready
    - 3. build research and development capabilities
    - 4. IoT ecosystem for partnership and collaboration
- What are the benefits
  - Connect institution with local industries to build an IoT Ecosystem. Showcase capabilities in advanced cybersecurity area
  - The Institute can become a pioneer in IoT Technology and IoT Education by creating a platform for offering special courses/consulting projects
  - Academic
    - Make innovation lab available for researchers
    - Create Industry standard proficiency courses and upgrading skillset
    - Offer a new stream of courses for next gen technology
  - Start Up and SMB
    - Use of Open Technology Stack; Access to Industry experts
    - Access to students to work on innovative projects
    - Attract local organizations to seek talent in new technology areas
  - Government
    - Attract more FDI to encourage domestic manufacturing.
    - Connect institutions with Local and Federal industries to build a platform for IoT Ecosystem
    - Help in evaluation of critical infrastructure components and security.
- What we provide
  - IoT Research Kit
    - Devices and components with over 200+ devices.
    - Subex IoT Aware Software License (with 50+ programs)
  - Setup Installation and Implementation
    - Onsite setup of lab,
    - Installation of lab system with racking system.
    - Installation and connectivity of network equipment's, switches and IoT devices.
  - Professional Services
    - Deployment of IoT Lab network with network design services. Installation of Subex Honeypot and Subex Secure software
  - Training and support
    - Imparting training to Lab representatives, Faculty and students. End to end documentation
- IoT Innovation Lab a phased approach
  - Phase 1
    - 3 months- Training and Execution of basic projects

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- Phase 2
  - 2 Semesters Experiment and Research IoT
    - IoT Security
- Phase 3
  - loT projects
- Phase 4
  - Live projects and industry engagement
- Research projects
  - Examples of IoT-Cybersecurity research projects
    - Effectiveness of using Neural Networks on Anomaly detection in IoT
    - Creating Decoy Networks to protect Critical Infrastructure
    - Creating Sandbox Environment for different IoT Architecture
    - Classification of Malwares using Neural Networks
    - Statistical evaluation of Malware Samples for Detection
    - Emergency Preparedness and Crisis Management using Unmanned Aircraft
    - Physical Intrusion and Detection using IoT
    - Intrusion detection system for low power protocol
  - Examples of IoT-Blockchain-Cybersecurity
    - Blockchain for IoT Security
    - Private IoT networks using Blockchain
    - Tracking High Value items in the supply chain using Blockchain services
    - Federated machine learning using IoT and Blockchain technology

Mr. Billingsley stated that he, along with some members of the Council, walked the Highland Ranch STEM School, and Council inquired how the Town can get corporate sponsorships. He stated that through the Town's efforts, Subex put together IoT kits and an IoT lab, as a sponsor of the STEM School. The lab will be located at the Florence Unified School District. He is proud of the partnership.

Mayor Walter inquired if they have partnered with the cyber lab in Parker.

Mr. Naik stated they do not partner; however, they do something similar in Singapore and explained what they do.

Mayor Walker stated that the Arizona State University may be another great opportunity for them to partner with.

Mayor Walter asked Mr. Naik to showcase some of the basic projects.

Mr. Naik discussed some of the projects and (inaudible) networks and anomaly detections and new technology as well as how the knowledge around this is built. The networks are used in smart city and critical network infrastructure applications for maintenance. There are also consumer focused projects that they would like to deploy, such as smart parking or a smart home.

Mr. Billingsley stated that it is important in speaking with the other entities that are part of the IP Model, to ensure that the Town has a strong partnership that allows them to evolve and move forward. This will help the Town's regional economic development as well as the importance of negotiating the added features. It is important to have a honeypot in Florence. He stated that it

is more than a typical contract. It is an agreement by which the Town of Florence's partner with Subex in developing cutting edge technology that can be marketed to other private, not profit and government customers.

Councilmember Larsen stated that she is happy that they are partnering with the Florence Unified School District and inquired how it will be implemented with the students. She also inquired when will the implementation take place.

Mr. Naik stated that they are in the initial discussion phase. They want to start small and they need to identify what the gaps are and how to fill those gaps. They will then set up a facility and determine how to include it as part of the service.

Mr. Adam Leckie, Assistant Superintendent, stated that the Florence Unified School District is excited to partner with Subex. They have had a meeting and discussed curriculum advancement program for the students. They see it as an integrated, vertically articulated program that can get the kids ready for industry from pre-school through 12<sup>th</sup> grade. They are excited about the innovation that Subex and Innovation Pavilion are bringing to the table.

Mr. Naik invited everyone to attend the Cyber Security Summit, which will provide an overview of what initiatives cities are taking to cyber secure their eco system.

# ADJOURN TO A SPECIAL MEETING OF THE MAYOR AND COUNCIL

On motion of Vice-Mayor Woolridge, seconded by Councilmember Wall, and carried to adjourn to a Special Meeting.

#### Resolution No. 1667-18:

Mayor Walter read Resolution No. 1667-18 by title only.

# A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ADOPTING THE BUDGET FOR THE FISCAL YEAR 2018-2019.

Mr. Jarvis stated the final budget for Fiscal Year 2018-2019 is being presented to Council for consideration.

Mayor Walter opened the public hearing. There being no public comments, Mayor Walter closed the public hearing.

On motion of Vice-Mayor Woolridge, seconded by Councilmember Hawkins, to adopt Resolution No. 1667-18.

Roll Call Vote:

Woolridge: Yes Hawkins: Yes Guilin: Yes Anderson: Yes

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July 16, 2018 Page **18** of **30**  Wall: Yes Larsen: Yes Walter: Yes

Yes: 7; No: 0; Motion passed

# ADJOURN FROM A SPECIAL MEETING OF THE MAYOR AND COUNCIL

On motion of Councilmember Anderson, seconded by Councilmember Wall, and carried to adjourn from a Special Meeting.

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. Resolution No. 1671-18:

Mayor Walter read Resolution No. 1671-18 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AUTHORIZING THE TOWN TO ENTER INTO A GRANT AGREEMENT WITH THE CITY OF TUCSON POLICE DEPARTMENT, REGARDING THE ARIZONA HIGH INTENSITY DRUG TRAFFICKING AREA.

- b. Authorization to enter into a contract with Canyon State Wireless, Inc., to provide Land Mobile Radio maintenance services for three years, with two one-year extensions available, in an amount not to exceed \$23,490, for Fiscal Year 2018-2019.
- c. Authorization to enter into a contract with Fester and Chapman, PLLC, for annual auditing services, for Fiscal Year 2017-2018, in amount not to exceed \$41,150.
- d. Approval of an amendment of Article 3.2 of the Purchases and Sale Agreement, for Long Term Storage Credits, with Central Arizona Water Conservation District, as documented in the June 27, 2018 Letter of Agreement.
- e. Ratify the election of John Kemp as an employee representative on the Town of Florence Public Safety Personnel Retirement System Fire Local Board, for a period of four years.
- f. Appointment of Amber Phipps to fill the remainder of Carl Bell's vacated seat on the Planning and Zoning Commission, with a term to expire December 31, 2018.
- g. Approval of the June 4, June 18, and June 27, 2018 Town Council Meeting minutes.
- h. Receive and file the following board and commission minutes:
  - i. June 7, 2018 Planning and Zoning Commission Meeting minutes.
- i. Approval of accepting the register of demands ending May 31, 2018, in the amount of \$1,525,219.17.

Florence Town Council Meeting Minutes July 16, 2018 Page 19 of 30 Mayor Walter removed Item f. from the Consent Agenda.

On motion of Councilmember Hawkins, seconded by Councilmember Guilin, and carried to approve the Consent Agenda, as written, with the removal of Item f.

#### **UNFINISHED BUSINESS**

#### Ordinance No. 661-18:

Mayor Walter read Ordinance No. 661-18 by title only.

ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE STREET LIGHT IMPROVEMENT DISTRICTS (1, 2 and 3) SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH \$100 OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR STREET LIGHT OPERATIONAL EXPENSES FOR THE FISCAL YEAR ENDING THE 30<sup>th</sup> DAY OF JUNE 2019.

Mr. Joe Jarvis, Finance Director, stated that the Town Council acts as the Board for the three Streetlight Improvement Districts (SLIDs). Historically, The Town Council had adopted an ordinance that included the primary property tax and the three SLIDs. The SLIDs are not separate districts like the community facilities districts; but are encompassed with the Town Council. He stated that this year he separated the ordinances so there will be one for the SLIDs and one for the primary property tax.

Mr. Jarvis stated that it is staff's recommendation that they levy a rate of \$0. There is an available cash balance in each of the SLID funds to pay for this year's expenses. They may need to levy a rate next year to collect some revenue to pay for future expenses.

On motion of Councilmember Hawkins, seconded by Councilmember Wall, and carried to adopt Ordinance No. 661-18.

#### Roll Call Vote:

Hawkins: Yes
Wall: Yes
Larsen: Yes
Anderson: Yes
Guilin: Yes
Woolridge: Yes
Walter: Yes

Yes: 7; No: 0; Motion passed

Discussion and possible action regarding instructing staff how to proceed on the transfer station project.

Florence Town Council Meeting Minutes July 16, 2018 Page **20** of **30**  Mr. Benjamin Bitter, Assistant Town Manager, stated that staff is presenting the following options for Council's consideration:

- Option 1: Expand existing relationship with Right Away Disposal (RAD) through a contract amendment.
  - Add transfer station services
  - Enhance the number of community dump days
    - RAD is in agreement that they could provide the additional services.
    - Residents will be able to dump, at no cost to the residents, at RAD's transfer station in Apache Junction.
      - Similar service to what was previously offered
      - o Benefits include expanded hours as well as being open on Saturdays
      - It is a longer drive to Apache Junction
  - Can request an additional 90-gallon container for \$5 per month
  - Requires an amendment to the existing contract
  - Transfer station services can be available immediately
- Option 2: Issue a Request for Proposals (RFP) for landfill or transfer station services.
  - With an expedited timeframe, staff could send out the RFP by July 23, 2018, give three weeks to allow for responses and advertising requirements, a week for review, and then place a recommendation for action on the Town Council agenda on September 4, 2018.
- Option 3: Begin to reimburse residents for their use of the Central Arizona Solid Waste transfer station on Hunt Highway.
  - Policies and procedures will need to be developed along with form for customer to complete
    - Will need to determine maximum that can be reimbursed
      - If the Town reimburses <u>all</u> dumps, staff can anticipate an approximate 50% increase in cost compared to Fiscal Year 2018. (Assuming all people seek and are eligible for reimbursement).
      - o If the Town reimburses <u>one dump per customer per month</u>, staff can anticipate an approximate **6% decrease** in cost compared to Fiscal Year 2018.
      - o If the Town reimburses <u>75% of the cost for one dump per customer per month</u>, staff can anticipate an approximate **30% decrease** in cost.
      - o If the Town reimburses <u>75% of the cost (for any/all dumps)</u>, staff can anticipate an approximate **12% increase** in cost.
      - o If the Town reimburses <u>50% of the cost (for any/all dumps)</u>, staff can anticipate an approximate **25% decrease** in cost.
- Option 4: Issue Request for Proposal for sanitation services which will encompass the entire enterprise of sanitation.
  - Can include landfill and transfer station components in the response to the proposals

Mayor Walter stated that it was her understanding that the contract with RAD would be amended immediately, after Council authorization, to utilize their transfer station, since legally the Town can add those services to the existing contract. This would provide an immediate solution. She stated that staff then could do an RFP for sanitation services, and the RFP could be worded that a different business could provide a portion of the services.

Discussion occurred on the various scenarios and possible options for services, inclusive of having a landfill locally.

Discussion occurred on the four free dump days per year offered by Pinal County which Town residents can participate in, along with the free dump day that the Town offers.

Mr. Brent Billingsley, Town Manager, stated that he has been working with Pinal County on a joint landfill, which will be new infrastructure. Pinal County wanted to hire a consultant and do a feasibility study so they would have something to provide to their board to show if it would be a financial benefit on a cost ratio basis. He stated that he has not seen the feasibility study but will share it with the Council once it becomes available. The Town will utilize the information to see if it is feasible for the Town to participate.

Discussion occurred on additional dump days for Florence's residents, including monthly dump days.

Discussion occurred on the statistics, for eight months, of those who have utilized the landfill for dumping services. He explained the patterns of those who dumped and the associated fees for dumping, specifically, if the Town were going to reimburse the residents.

Councilmember Larsen, stated that it is important to do a multi-solution approach. She likes the one dump day per month as well as more community dump days.

Councilmember Wall stated that Options No. 1 and 3 are short term solutions. She does not want the Town to rush out to bid for the service. She would prefer Option 4 but is in favor of the short-term solutions until a permanent solution is reached.

Councilmember Guilin inquired if the Town has researched the State Contract for Option 2. She stated that she is not in favor of Option 3 because it is unreasonable, it opens opportunities for several issues, is an issue for administrative staff and limits the number of loads that a resident can do.

Mr. Bitter stated that he has not researched the State Contract.

Councilmember Anderson stated that he does not agree with Option 3, but is in favor of Option 2, until a permanent solution is reached.

Councilmember Hawkins inquired about a joint transfer station with Pinal County.

Mr. Billingsley stated that the Town has been in discussion with Pinal County for approximately six months. He stated that Pinal County has had a consultant for approximately three months to complete the study that Pinal County is paying for. He stated that Pinal County would provide the land and the Town has funding for a more sustainable solution.

Vice-Mayor Woolridge stated that she is not in favor of Option 3 as it would create a paperwork nightmare and open the opportunity for possible fraud. If the Town chooses Option 3, residents will only be able to dump once per month and they would be responsible for any other dumping

costs. This would create a mess for the staff. She stated that she knows it is inconvenient for residents to drive to Apache Junction to dump. Her preference would be for Option 1.

Mayor Walter stated that it is an approximate  $\frac{1}{2}$  hour drive to the dumping site in Apache Junction.

Councilmember Hawkins inquired if the Town partnered with Pinal County, and had a joint landfill, would the costs allow the landfill to be self- sustainable.

Mr. Billingsley stated that the intent is for the landfill to be self-sustainable; however, they are still in the preliminary discussions.

Discussion occurred on scenarios regarding use of the proposed landfill.

Councilmember Anderson stated that there needs to be something local for the citizens until such time that there is a permanent solution. He stated that the dump in Apache Junction is too far for the residents.

Councilmember Larsen stated that she is not in favor of utilizing the dump in Apache Junction.

Mayor Walter stated that she is disappointed that they lost the services for the residents and wants to ensure that something is offered to the residents in the interim until there is a permanent solution.

Mr. Bitter stated that he has reached out to Waste Management and has not had a response.

Mr. Billingsley stated that he has met with Waste Management and it is not an option because they need to reconfigure their site to accept public dumping as they are only set up for commercial trash trucks. The fees would be very expensive.

Mr. Rankin stated that Option No. 3 would be a nightmare for staff. He stated that an option would be to have a temporary transfer station on the land at Ruggles and Willow until such time that a permanent one could be built. He stated that the North/South Corridor needs to be considered when determining where to place a permanent landfill. He stated that commercial dumping needs to be closely monitored.

Mayor Walter stated that she would like for staff to bring back an amendment to the RAD Agreement (Option 4) which is to amend the RAD Agreement to add the transfer station, as well as an RFP for services to include the transfer station, at the July 30, 2018, or August 6, 2018 Town Council meeting.

Discussion occurred on having a temporary transfer station at a location in Florence.

Mr. Bitter stated that there is no one to man the facility and it is very expensive to start up a new facility. Discussion occurred regarding putting a roll off in the community where it would be behind a fenced gate and could be opened up at the Town's convenience; however, the difficulty is finding the manpower.

Discussion occurred on how Coolidge dumps and that Coolidge is not interested in joining in the discussions regarding joint landfill use with Pinal County and the Town.

Discussion occurred on why the contract with Central Arizona Solid Waste ended.

Discussion occurred on the Town going out for bid and the parameters for the bid.

Councilmember Wall stated that Pinal County has roll offs in a cyclone fenced area near their Sheriff's substation on Hunt Highway and it is not manned.

Councilmember Hawkins stated that contractors could dump at those locations.

On motion of Councilmember Anderson, seconded by Mayor Walter, and carried to issue a Request for Proposal for landfill or transfer station services as well as options for a temporary solution and for the recommendation be placed on the September 4, 2018 Town Council meeting agenda.

#### **NEW BUSINESS**

Discussion/Approval/Disapproval of a Design Services Agreement, with J2 Engineering and Environmental Design, for the Poston Butte Preserve Project, in an amount not to exceed \$109,548.

Mr. Bryan Hughes, Community Services Director, stated that the contract is for design services for the next step in the Poston Butte project. Staff has already started the cultural, biological and environmental surveys. The design portion coincides with the surveys.

Councilmember Wall asked for the timeline for design.

Mr. Hughes stated that they have allotted nine months for the 30% design. They anticipate to finish in early Spring.

Councilmember Anderson inquired how they will address the railroad track.

Mr. Hughes stated that there would be an aggregate crossing west of Poston Butte.

Mr. Billingsley stated that the Town has met with the Arizona Corporation Commission, the railroad and Southwest Value Partners and have formulated a plan to move forward.

On motion of Councilmember Guilin, seconded by Councilmember Anderson, and carried to approve a Design Services Agreement, with J2 Engineering and Environmental Design, for the Poston Butte Preserve Project, in an amount not to exceed \$109,548.

Discussion/Approval/Disapproval to enter into a contract with Holbrook Asphalt Co., using the cooperative contract, through the City of Mesa Contract #2016162, for a proposal amount of \$281,485.45, with a 15% contingency of \$42,222.82, for a not to exceed amount of \$323,708.27.

Mr. Chris Salas, Development Services Director, stated the Town has completed four projects using HA5 product and have been pleased with the product and their service. He stated that the

three projects target Anthem Unit 14, 21, 23, 25 29, Anthem American Way, Anthem Way and Constitution Way.

Councilmember Anderson inquired if the projects will be completed by the end of the fiscal year.

Mr. Salas stated that one of the projects is in front of the school and the project will be completed when the school is not in session. He stated that he can provide a schedule of when projects will be done.

On motion of Councilmember Guilin, seconded by Vice-Mayor Woolridge, and carried to enter into a contract with Holbrook Asphalt Co., using the cooperative contract, through the City of Mesa Contract #2016162, for a proposal amount of \$281,485.45, with a 15% contingency of \$42,222.82, for a not to exceed amount of \$323,708.27.

# Discussion/Approval/Disapproval of entering into an Employment Agreement with the Town Manager Brent Billingsley.

Mr. Clifford L. Mattice, Town Attorney, stated that the Employment Agreement with Mr. Billingsley is an extension of his existing agreement. Mr. Billingsley has served as Town Manager for 2 ½ years and his current contract is set to expire December 31, 2018. There is a desire by the parties to extend the contract. The changes to the terms are:

- Add four years onto the contract
- Increase the salary by approximately 10.8% which is in line with the market adjustment that other employees experienced this fiscal year as a separate issue from the 5% merit increase
  - Salary increase to \$151,329.00 annually base salary
- 20 days of vacation accrual per year with a maximum cap of 400 hours, which is consistent with the length of service for employees with 10+ years of service
  - Mr. Billingsley has been a public employee for over 10 years, so it is consistent with other employees

Mr. Mattice stated that the draft contract previously provided to Council had some typographical errors and noted the following for the record:

- Section 8-5: word should be breach instead of reach
- Section 20 D and/or E: should be 20(4) and/or (5)
- Section 9: Second paragraph, word "be" is crossed out in error
- Section 11: Seven lines down there is a date of June 2018 and it should be June 2022 and the end date of the contract should be December 31, 2022.

Mr. Mattice stated that the contract allows for the Council to do an annual review of the Town Manager as well as provides an opportunity for the Council to increase the salary in the future if they desire.

Councilmember Anderson stated that his responsibility is to the residents of Florence. He stated that the Town entered into a contract with the Town Manager 2 ½ years ago and now propose to make major changes to the agreement. He would propose three changes to the agreement:

- Section 3: Compensation
- Section 9: Severance
- Section 11: Performance Evaluation

Florence Town Council Meeting Minutes July 16, 2018 Page **25** of **30**  Councilmember Anderson stated that the proposed increase to \$151,329, from the original contract amount of \$130,000, and was raised to \$136,500 last year, is to put the Town Manager in the mid-range as other Town Managers in Pinal County. He stated that both the Town Manager and Council negotiated a contract that both thought to be fair to the Town and the candidate.

Councilmember Anderson stated that they looked at the salaries of neighboring towns and the experience of the candidate. The Council discussed the disparity between Florence and other Pinal County Towns along with job responsibilities and expectations. The residents realize how unique Florence is and he does not see any change in their circumstances in the last 2 ½ years that would justify 10.8% salary increase. He stated that Florence's Town Manager is well within the range of other towns and does not see an issue in setting a goal to bring the salaries in range to comparable neighbors and it should be done on an incremental basis based on merit and other factors. He stated that the proposal is a \$14,829 increase. He stated that the Town Manager deserves a raise, as do all good performing employees; however, the Town compensation package suggests a maximum 5% increase for top performers. He suggested a 5% increase in base salary of \$6,840 to a base salary of \$143,340, which follows the compensation guidelines followed by all employees.

Councilmember Hawkins stated that the contract was previously provided to the Council and was provided ample to time to review it. He stated that it is too late to renegotiate the contract now. He stated that there have been several projects completed as well as the direction of Town has been done under his management. He stated that the Town is fortunate to have Mr. Billingsley as its Manager and believes that he is worth the contract.

Councilmember Anderson stated that this is the only opportunity to discuss this topic. All other discussion took place in Executive Session, and they are not allowed to discuss what was discussed there.

Councilmember Wall stated that she supports the Town Manager contract that was submitted. During his tenure, Mr. Billingsley has demonstrated, what she believes to be, outstanding capabilities, service and commitment to the Town. The Town has significantly improved in many areas due to his leadership, which was demonstrated in the email that Council received that outlined the significant body of improvement and leadership. She stated that it is her belief that the contract is fair and reasonable.

Councilmember Wall stated that termination for cause does not require a severance package and it is her understanding for salary and severance are usual and customary when compared to similar positions. A performance review is included in the proposed contract and was conducted in an Executive Session. The manner and form of that review is, and should be, at the discretion of the majority of Council.

Councilmember Larsen stated that Mr. Billingsley has added so much value to the Town. She stated that one of Councilmember Anderson's concerns is the compensation increase; however, his position was evaluated the same as all employees. She stated that she believes the 10.8% increase is fair.

Mr. Billingsley stated that it has been a pleasure serving the Town and its residents. He has served under two Councils and soon a third. He has had fun jobs in his life and has had some Florence Town Council Meeting Minutes

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interesting experiences where he learned a lot; however, he has never had the experience that he has had in Florence. The diversity of the Council, the engagement that he and the Council have with the citizenry along with the challenges and opportunities to succeed, the quality of the staff and the overall nature of the work is what makes Florence special. He stated he hopes to be able to continue to serve in that capacity.

Vice-Mayor Woolridge stated that he inherited an excellent staff, and everyone has bumped it up a notch and everyone works well together, and the Town is better off for it.

Councilmember Anderson stated that his comment is not a personal critique of Mr. Billingsley's performance; he has done a good job and has taught everyone a lot. He stated that comparative to the other raises that were given, the proposed rate is out of range.

On motion of Councilmember Larsen, seconded by Councilmember Wall, and carried to enter into an Employment Agreement with the Town Manager Brent Billingsley.

# Discussion and possible action regarding instructing staff how to proceed on the Cuen Building.

Mayor Walter asked for this item to be brought back to Council on the August 6, 2018 Town Council Meeting.

On motion of Mayor Walter, seconded by Vice-Mayor Woolridge, and carried to table to the August 6, 2018 Town Council meeting.

#### Resolution No. 1672-18:

Mayor Walter read Resolution No. 1672-18 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE PURCHASE OF RIGHT-OF-WAY FOR ROADWAY PROJECT T-08 AND T-09, AND APPROVING AND RATIFYING THE RELATED TEMPORARY CONSTRUCTION EASEMENT AND LETTER AGREEMENT NECESSARY FOR THE PROJECT.

Mr. Salas stated that as part of the project, while they were working through the engineering, as well as the 750 E. Gila project was starting their review for the building permit, they both identified a lack of right-of-way within this project's limit, especially north of the project. There was an intent to dedicate right-of-way; however, it was never done. The Town hired a surveyor, and they provided the Town with all the legal exhibits and descriptions, and the Town does not have right-of-way on there. The Town has negotiated, in good faith, with the property owner to purchase that. It is typical that if a development were to occur, they would dedicate that right-of-way. This project did not meet that criteria as they were doing a tenant improvement. They have asked the Town to purchase the right-of-way. A comparative market analysis was done with an independent realtor, and it was assessed at \$2.00 per square foot.

Mr. Salas stated that they are purchasing the 3,223 square feet for \$6,446.

On motion of Councilmember Wall, seconded by Councilmember Anderson, and carried to adopt Resolution No. 1672-18.

# **MANAGER'S REPORT**

Mr. Brent Billingsley introduced Mr. James Allen who will be Florence's new Building Official. He previously worked with Pinal County for over 10 years in their building safety division. He has eight industry certifications.

Mr. James Allen, Building Official stated that he is from the area and was born at the Florence Hospital. He resides in Valley Farms and is a business owner in Florence as he owns the car wash. He stated that he is excited to work for Florence.

#### **DEPARTMENT REPORTS**

Community Services
Courts
Development Services
Finance
Fire
Police

The Department Reports were received and filed.

#### **CALL TO THE PUBLIC**

Mr. Rankin asked that the Council consider a right-of-way be included when considering the North/South Corridor for future railway. He stated that there is money available for these studies.

# **CALL TO THE COUNCIL - CURRENT EVENTS ONLY**

Councilmember Anderson stated that he has received compliments regarding the streets in Florence Gardens and complimented Mr. Salas. He stated that there was a fire in the Parkside subdivision in Anthem on July 4, 2018. He complimented the Fire Department on their excellent performance. It rained hard in Florence and the Town experienced significant flooding. Many of the businesses on Main Street had to use sand bags to prevent their businesses from flooding. He stated that the Windmill Winery also flooded. He asked staff to look at ways to prevent the flooding.

Councilmember Wall asked for the dates of the permanent base adjustment to be shared with the public.

The dates are as follows:

July 17, 2018 at 2:30 pm at the Sun City Ballroom July 19, 2018 at 6:00 pm at Parkside July 31, 2018 at 8:45 am at Caliente Councilmember Wall encouraged the public to attend one the dates to learn more about the measure that will be on the ballot in August.

Mayor Walter asked if there will be a presentation in Florence Gardens.

Councilmember Larsen inquired when the "Meet the Candidates Forum" will be held.

Mayor Walter stated that the "Meet the Candidates Forum" will be held on July 25, 2018, at 6:00 pm, in Caliente.

Councilmember Larsen thanked Tom Rankin for speaking at the meeting. She stated that the Council values the public's opinion.

Mayor Walter thanked everyone for attending the Council meeting.

### 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:

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, including Ninth Circuit appeals of the 1997 Aquifer Exemption (Case No. 17-73170), and the decision of the Environmental Appeals Board (Case No. 17-73168).

Town's position and instruct its attorneys regarding Arizona Department of Environmental Quality proceedings, related to Water Quality Appeals Board Case No. 16-002, including appellate proceedings to reviewing courts.

Town's position and instruct its attorneys regarding pending litigation in Maricopa County Superior Court: Town of Florence v. Florence Copper, Inc. CV2015 -000325.

Discussion or consultations regarding the Town of Florence Intervention in the Matter of the Commission's Investigation into the Billing Practices and Water Quality Issues of Johnson Utilities, LLC before the Arizona Corporation Commission (WS-02987A-18-0050). Discussion or consultations regarding the Town of Florence Intervention in the Matter of the Commission's Investigation into the rate case of Johnson Utilities, LLC before the Arizona Corporation Commission (WS02987A-17-0392).

Discussion or consultation regarding Southeast Valley Regional Cooperative Intergovernmental Agreement for the Management, Operations and Planning for Effluent, Water and Wastewater Treatment Services in the Region between the Town of Florence and the Town of Queen Creek.

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

# **ADJOURN FROM EXECUTIVE SESSION**

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

# **ADJOURNMENT**

On motion of Councilmember Hawkins, s adjourn the meeting at 10:45 pm.	seconded	by (	Councilme	mber	Larsen,	and	carried	to
Tara Walter, Mayor								
ATTEST:								
Lisa Garcia, Town Clerk								
I certify that the following is a true and corremeting held on July 16, 2018, and that the was present.								
Lisa Garcia, Town Clerk								

MINUTES OF THE TOWN OF FLORENCE COUNCIL SPECIAL MEETING HELD ON TUESDAY, JULY 18, 2018, AT 6:00 P.M., IN THE FLORENCE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.

### CALL TO ORDER

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

### **ROLL CALL:**

Present: Walter, Woolridge\*, Hawkins, Guilin, Anderson, Wall, Larsen \*Vice-Mayor Woolridge arrived at 6:03 p.m.

# PLEDGE OF ALLEGIANCE

Mayor Walter led the Pledge of Allegiance.

Mayor Walter called for a moment of silence.

### **CALL TO THE PUBLIC**

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

There were no public comments.

### 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:

Discussion or consultations regarding the Town of Florence Intervention in the Matter of the Commission's Investigation into the Billing Practices, Water Quality Issues, and rate case of Johnson Utilities, LLC before the Arizona Corporation Commission.

Discussion or consultation regarding Southeast Valley Regional Cooperative Intergovernmental Agreement for the Management, Operations and Planning for Effluent, Water and Wastewater Treatment Services in the Region between the Town of Florence and the Town of Queen Creek.

On motion of Councilmember Guilin, seconded by Councilmember Anderson, and carried to adjourn to Executive Session. (In favor: 7: Walter, Woolridge, Hawkins, Guilin, Anderson, Wall, Larsen; Opposed: 0)

Florence Town Council Meeting Minutes July 18, 2018 Page 1 of 2

### ADJOURN FROM EXECUTIVE SESSION

On motion of Councilmember Guilin, seconded by Councilmember Larsen, and carried to adjourn from Executive Session. (In favor: 7: Walter, Woolridge, Hawkins, Guilin, Anderson, Wall, Larsen; Opposed: 0)

# **TOWN MANAGER'S REPORT**

There was no Town Manager's Report.

# CALL TO THE COUNCIL - CURRENT EVENTS ONLY

There were no public comments.

# **ADJOURNMENT**

On motion of Councilmember Guilin, second the meeting at 7:15 p.m. (In favor: 7: Warsen; Opposed: 0)	•		•
Tara Walter, Mayor			
ATTEST:			
Lisa Garcia, Town Clerk			
I certify that the following is a true and corremeeting held on July 18, 2018, and that the was present.			
Lisa Garcia, Town Clerk			

MINUTES OF THE TOWN OF FLORENCE COUNCIL SPECIAL MEETING HELD ON FRIDAY, JULY 20, 2018, AT 11:00 A.M., IN THE FLORENCE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.

### **CALL TO ORDER**

Vice-Mayor Woolridge called the meeting to order at 11:00 am.

### **ROLL CALL:**

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

Absent: Walter

### PLEDGE OF ALLEGIANCE

Vice-Mayor Woolridge led the Pledge of Allegiance.

### **CALL TO THE PUBLIC**

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

There were no public comments.

### **NEW BUSINESS**

### Resolution No. 1673-18:

Vice-Mayor Woolridge read Resolution No. 1673-18 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING A SOUTHEAST VALLEY REGIONAL COOPERATIVE INTERGOVERNMENTAL AGREEMENT FOR THE MANAGEMENT, OPERATION AND PLANNING FOR EFFLUENT, WATER AND WASTEWATER TREATMENT SERVICES IN THE REGION BETWEEN THE TOWN OF QUEEN CREEK AND THE TOWN OF FLORENCE. (Brent Billingsley)

Mr. Brent Billingsley, Town Manager, stated that the Town of Florence and the Town of Queen Creek already have one agreement of intervention in regard to the rate cases going on at the Arizona Corporation Commission (ACC). The Town has collectively intervened in four different items at the ACC. He stated that this item is to approve a resolution, attached to an Intergovernmental Agreement, between the two entities to apply to be the interim operator for Johnson Utilities if the ACC should so choose to assign an interim operator. He stated that if

Queen Creek and Florence are not chosen as the interim operator, it still gives vehicle for the two entities to work together regionally with whoever is chosen as the interim operator.

Councilmember Wall stated that she has had an opportunity to read through the agreement and thinks that it would be a good partnership with Queen Creek.

On motion of Councilmember Guilin, seconded by Councilmember Anderson, and carried to adopt Resolution No. 1673-18. (In Favor: 6: Woolridge, Hawkins, Guilin, Anderson, Wall, Larsen; Opposed: 0)

Vice-Mayor Woolridge stated that the agreement will be beneficial to both communities because water and wastewater is essential, and we need to ensure that the Town's residents are taken care of.

### **TOWN MANAGER'S REPORT**

There was no report.

# CALL TO THE COUNCIL - CURRENT EVENTS ONLY

Councilmember Hawkins invited the public the Posse Streak Fry this evening at the American Legion Facility.

# **ADJOURNMENT**

On motion of Councilmember Hawkins, seconded by Councilmember Anderson, and carried to adjourn the meeting at 11:05 pm.

Tara Walter, Mayor
ATTEST:
Lisa Garcia, Town Clerk
I certify that the following is a true and correct copy of the minutes of the Florence Town Counci meeting held on July 20, 2018, and that the meeting was duly called to order and that a quorum was present.
Lisa Garcia, Town Clerk

MINUTES OF THE TOWN OF FLORENCE COUNCIL SPECIAL MEETING HELD ON MONDAY, JULY 30, 2018, AT 6:00 P.M., IN THE FLORENCE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.

### **CALL TO ORDER**

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

### **ROLL CALL:**

Present: Walter, Woolridge, Hawkins, Guilin, Anderson\*, Wall, Larsen. \*Anderson arrived at 6:05 pm

# PLEDGE OF ALLEGIANCE

Mayor Walter led the Pledge of Allegiance.

### **CALL TO THE PUBLIC**

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

There were no public comments.

# ADJOURN TO MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1

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

### Ordinance No. MRCFD1 115-18:

Chairman Walter read Ordinance No. MRCFD1 115-18 by title only.

AN ORDINANCE OF THE MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE COMMUNITY FACILITIES DISTRICT NO. 1 SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH \$100 OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR COMMUNITY FACILITIES EXPENSES FOR THE FISCAL YEAR ENDING THE 30th DAY OF JUNE 2019, AND DECLARING AN EMERGENCY. (Joe Jarvis)

Mr. Joe Jarvis, District Treasurer, stated the second property tax impacts property owners within the Community Facilities District No.1. At the previous meeting, the District Board unanimously approved the budget for this next fiscal year, which included the minimum recommended property tax rate for CFD No. 1. He stated that the way the minimum rate was determined was Florence Town Council Meeting Minutes

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that staff and consultants reviewed the immediate needs for the District this next fiscal year and presented a rate. Since then, staff has finished their conversation with the Town's consultants and Pulte and is presenting a secondary property tax rate of \$3.28, which includes \$0.30 for operations and maintenance. The remainder of \$2.98 will be for paying the GO Bond principal and interest and potential issuances in this next fiscal year.

Boardmember Guilin stated that a rate of \$1.90 was presented at the last meeting. She inquired what the additional levy is for.

District Treasurer Jarvis stated that since the CFDs were created, the District Boards have approved the same rate of \$3.55, which was \$3.25 per \$100 per the limited assessed value and \$0.30 for operations and maintenance. One of the changes that has occurred is Arizona Revised Statutes clearly defined what the fund balance can be within the GO cash fund balance within the Districts. There is more cash than what is allowed, so they are proposing a lower rate in order to get in line with the Arizona Revised Statutes. Previously, staff had proposed a rate of \$1.9025. The new proposed rate is \$3.28.

District Treasurer Jarvis stated that they have reviewed the principal and interest payments for Series 2017 which is the refunding of Series 2008. It includes the same \$0.30 for operations and maintenance. The difference is that previously they had proposed interest only payments in this next fiscal year for a potential \$2 million GO Bond whereas now they are proposing \$360,000 as principal and interest payments on projected bond issuances in this fiscal year. He stated that previously, he had proposed a 5% delinquency rate. Staff has gone and reviewed the delinquency rate. The delinquency is those who have not paid their property taxes. Staff has found that less than 1% of the property owners within the CFD are delinquent on their property taxes. The delinquency rate was reduced to 1.75%.

District Treasurer Jarvis stated that the changes from the last presentation are:

- Increased projected principal and interest payments to \$360,000 for the next year
- Reduced the delinquency rate from 5% to 1.75%.
- Initial levy was proposed at approximately \$457,000
- The proposed revised levy is \$788,856.28

Boardmember Guilin inquired why they had initially only proposed to pay interest for this next year.

District Treasurer Jarvis stated that CFD No. 1 has some limitations that needed to be addressed. It was also important to draw down the cash balance. They had initially proposed the idea that they would only pay interest this next fiscal year because they are not sure how much and in what amount of debt issuance they could do in this next fiscal year for GO bonds. He stated that after discussion with the consultants, it was agreed that they felt confident they could either issue new GO bonds this next fiscal year or utilize that cash to refund existing bonds or pay down existing debt.

District Treasurer Jarvis stated that when they adopted the new rate they had anticipated making principal and interest payments in the fiscal year; however, in the previous proposal the

interest was to pay interest only. He stated that it was then decided that they would pay principal and interest on any new issuances to help bring down the cash balance.

Brent Billingsley, District Manager, stated that this is the first time ever that a recommendation is being presented to lower the rates in the CFDs. The minimum rate was provided at the last meeting. After discussions with Pulte and the Town's financial advisors (Piper Jaffray and Stifle), which included existing balances and their relationships to State Law, opportunities for refunding and not for new issuances of GO bonds due to the limitations that they have, and Pulte's position with respect to this. Pulte would have liked for the rates to remain the same because they have housing products for sale in both districts that are very similar, and it would be challenging for them.

District Manager Billingsley stated that they went through the financial entities and determined where they needed to be to come in line with the State Law and allow us to do the transactions that may be necessary or feasible in both CFDs while trying to understand where Pulte was coming from. A reduction in rate is being proposed for CFD No. 1 with the understanding the rate is going to decrease further next year if those transactions do not take place in the current year.

District Manager Billingsley stated that in the ordinance rates can only increase on a maximum level year-to-year by 5%.

Boardmember Guilin understood the rate increase was only on primary property tax, and not ad valorem.

District Manager Billingsley stated that per the advice of their financial advisor, it was 5% maximum increase per year. He stated this was per Proposition 117 that was approved in 2015.

On motion of Boardmember Wall, seconded by Boardmember Hawkins, to adopt Ordinance No. MRCFD1 115-18.

Roll Call Vote:

Boardmember Wall: Yes Boardmember Hawkins: Yes Boardmember Guilin: Yes Boardmember Anderson: Yes Boardmember Larsen: Yes Vice-Chairman Woolridge: Yes

Chairman Walter: Yes

Motion Passed: Yes: 7; No: 0

Discussion/Approval/Disapproval of the Merrill Ranch Community Facilities District No. 1 July 16, 2018 Special Meeting minutes.

On motion of Vice-Chairman Woolridge, seconded by Boardmember Larsen, and carried (7-0) to approve the Merrill Ranch Community Facilities District No. 1 July 16, 2018 Special Meeting minutes.

Florence Town Council Meeting Minutes July 30, 2018 Page **3** of **7** 

### ADJOURN FROM MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1

On motion of Vice-Chairman Woolridge, seconded by Boardmember Larsen, and carried (7-0) to adjourn from Merrill Ranch Community Facilities District No. 1.

### ADJOURN TO MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2

On motion of Vice-Mayor Woolridge, seconded by Councilmember Guilin, and carried (7-0) to adjourn to Merrill Ranch Community Facilities District No. 2.

# Ordinance No. MRCFD2 215-18:

Chairman Walter read Ordinance No. MRCFD2 215-18 by title only.

AN ORDINANCE OF THE MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE COMMUNITY FACILITIES DISTRICT NO. 2 SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH \$100 OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR COMMUNITY FACILITIES EXPENSES FOR THE FISCAL YEAR ENDING THE 30th DAY OF JUNE 2019, AND DECLARING AN EMERGENCY. (Joe Jarvis)

District Treasurer Jarvis stated that initially he had stated that the rate of 3.3594 was the lowest rate recommend; however, he is now recommending a rate of 3.28. The reason for the new rate is due to the 5% delinquency rate. Staff evaluated the delinquency rate and found the rate to be less than 1% rather than the 5%. He stated that they modified the delinquency rate to be 2.456%.

District Treasurer Jarvis stated that the rates are historically lower than they have ever been.

Mr. Billingsley stated that the difference between CFD No. 1 and 2 is that CFD No. 2 is making sure the Board has capacity to do a GO Bond if there is capacity in the next year, as well as to comply with the State Statutes. It was also important to keep the rates the same.

On motion of Boardmember Guilin, seconded by Boardmember Anderson, to adopt Ordinance No. MRCFD2 215-18.

Roll Call Vote:

Boardmember Guilin: Yes Boardmember Anderson: Yes Boardmember Larsen: Yes Boardmember Hawkins: Yes Boardmember Wall: Yes Vice-Chairman Woolridge: Yes

Chairman Walter: Yes

Motion Passed: Yes: 7; No: 0

Florence Town Council Meeting Minutes July 30, 2018 Page 4 of 7 Discussion/Approval/Disapproval of the Merrill Ranch Community Facilities District No. 2 July 16, 2018 Special Meeting minutes.

On motion of Boardmember Larsen, seconded by Chairman Walter, and carried (7-0) to approve the Merrill Ranch Community Facilities District No. 2 July 16, 2018 Special Meeting minutes.

### ADJOURN FROM MERRILL RANCH COMMUNITY FACILTIES DISTRICT NO. 2

On motion of Vice-Chairman Woolridge, seconded by Boardmember Larsen, and carried (7-0) to adjourn from Merrill Ranch Community Facilities District No. 2.

## **UNFINISHED BUSINESS**

Ordinance No. 660-18:

Mayor Walter read Ordinance No. 660-18 by title only.

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE TOWN OF FLORENCE SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH \$100 OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR GENERAL MUNICIPAL EXPENSES FOR THE FISCAL YEAR ENDING THE 30th DAY OF JUNE 2019. (Joe Jarvis)

Mr. Joe Jarvis, Finance Director, stated that a Truth in Taxation Hearing was held at the last Council meeting. The Town of Florence levies a primary property tax annually. The rate for last year was \$1.1345 per \$100 of Net Assessed Valuation (NAV). The proposed property tax rate is \$1.1060 per \$100/NAV, which is a property tax decrease. The reason that staff is presenting a lower rate is because staff is anticipating collecting just as much property tax revenue as received in the previous fiscal year. He stated that property tax makes up approximately 7% of the General Fund Revenue.

On motion of Councilmember Guilin, seconded b Councilmember Anderson, to adopt Ordinance No. 660-18.

### Roll Call Vote:

Councilmember Guilin: Yes
Councilmember Anderson: Yes
Councilmember Hawkins: Yes
Councilmember Larsen: Yes
Councilmember Wall: Yes
Vice-Mayor Woolridge: Yes

Mayor Walter: Yes

Motion Passed: Yes: 7; No: 0

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### **TOWN MANAGER'S REPORT**

There was no report.

### CALL TO THE COUNCIL - CURRENT EVENTS ONLY

Councilmember Hawkins stated that in last week's edition of the Florence Reminder, Mr. Jerry Ravert suggested that the election be moved to when the winter visitors are back. He stated that elections are held at the same time as State Elections, in accordance with State Law. He stated that it would be good to have the full citizenship here; however, there is an opportunity to have mail-in ballots, so they are able to participate in the elections.

Councilmember Anderson stated that he was late because he attended the Pinal County Safety Hearing. He stated the State will receive millions of dollars in safety funds and will be available to the cities and towns next year. Florence needs to submit their application no later than January 2019. He stated that the statistics were very interesting, and sad, as Florence has had 10 people killed on the roadways in the last 10 years. There have also been 875 car accidents in Florence.

Councilmember Anderson inquired if they will be making any code change recommendations. He stated that they would make the recommendation for code changes at the Town's request.

Mayor Walter stated the ballots are being mailed out August 1, 2018 and hopes that everyone takes the opportunity to participates in the election and returns their ballots.

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, clarified that the ballots are being mailed out only to those on the permanent early voting list.

### 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, including Ninth Circuit appeals of the 1997 Aquifer Exemption (Case No. 17-73170), and the decision of the Environmental Appeals Board (Case No. 17-73168).
- b. Town's position and instruct its attorneys regarding Arizona Department of Environmental Quality proceedings, related to 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. Discussion or consultations regarding the Town of Florence Intervention in the Matter of the Commission's Investigation into the Billing Practices and Water Quality Issues of Johnson Utilities, LLC before the Arizona Corporation Commission (WS-02987A-18-0050).
- e. Discussion or consultations regarding the Town of Florence Intervention in the Matter of the Commission's Investigation into the rate case of Johnson Utilities, LLC before the Arizona Corporation Commission (WS02987A-17-0392).
- f. Discussion or consultation regarding Southeast Valley Regional Cooperative Intergovernmental Agreement for the Management, Operations and Planning for Effluent, Water and Wastewater Treatment Services in the Region between the Town of Florence and the Town of Queen Creek.

On motion of Councilmember Hawkins, seconded by Councilmember Larsen, and carried (7-0) to adjourn to Executive Session.

### ADJOURN FROM EXECUTIVE SESSION

On motion of Councilmember Anderson, seconded by Councilmember Guilin, and carried (7-0) to adjourn from Executive Session.

# **ADJOURNMENT**

On motion of Councilmember Hawkins, seconded by Councilmember Guilin, and carried (7-0) to adjourn the meeting at 7:56 pm.
Tara Walter, Mayor
ATTEST:
Lisa Garcia, Town Clerk
I certify that the following is a true and correct copy of the minutes of the Florence Town Council meeting held on July 30, 2018, and that the meeting was duly called to order and that a quorum was present.
Lisa Garcia, Town Clerk

MINUTES OF THE TOWN OF FLORENCE HISTORIC DISTRICT ADVISORY COMMISSION MEETING HELD ON WEDNESDAY APRIL 25, 2018, AT 6:00 PM, AT THE FLORENCE TOWN HALL, 775 N. MAIN STREET, FLORENCE, ARIZONA.

### CALL TO ORDER

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

### ROLL CALL

Present: Wheeler, Adam, Smith, Reid, Schmidt, Knight, Novotny and Town Council Liaison Guilin

### PLEDGE OF ALLEGIANC

Commissioner Knight led the Pledge of Allegiance

**DISCUSSION/APPROVAL/DISAPPROVAL** of the meeting minutes for the regular meeting conducted on October 25, 2017 and on March 28, 2018.

Vice-Chair Adam requested the following changes to the minutes of October 25, 2017:

- Introduction to minutes: correct 'fallowing' to 'following'.
- Paragraph 2: correct 'Ordinance state' to Ordinance states'.

On a motion by Vice-Chair Adam, seconded by Commissioner Knight, and carried to approve the October 25, 2017 minutes.

On a motion by Vice-Chair Adam, seconded by Commissioner Reid, and carried to approve the March 28, 2018 minutes.

### **NEW BUSINESS**

No new Business

# PRESENTATION BY DEVELOPMENT SERVICES

A. Presentation by Fire Chief David Strayer regarding Wireless Alarms for the Town of Florence Historic District

Fire Chief David Strayer presented a Power Point describing the Town of Florence Wireless Fire Alarm System that has been initiated in the Historic District. Chief Strayer discussed how the system works, attributes of the system that it's installation is only

HDAC Regular Meeting Minutes April 25, 2018 Page | 1 minimally disruptive to the interior of the historic buildings. At the conclusion of his presentation, several questions were raised by the Commissioners.

- Costs: There is a charge for installation, annual inspection and replacement of the battery, which has an expected life of 5 year. There is no monthly fee. Installation costs will vary depending on the size and use of the building. A system evaluation would be conducted for each building looking at detector spacing, need for signal repeaters and control panels. It is estimated that this system could save as much as 1/3<sup>rd</sup> the cost of a traditional hard-wired alarm system.
- Is it WiFi: No. It works off low frequency radio signals.
- Absentee Owner Participation: This is a large problem. The Department is looking at option as to how to address and how to reach out to absentee owners. The Department is working on setting a meeting with property owners in the Historic District.
- Private Homes in the Historic District: The system was originally intended for commercial structures. However, if there is interest from Historic District homeowners, the Department will take it under consideration to see what might be worked out to their advantage.

Chief Strayer was thanked for his presentation.

B. Discussion regarding the Vendor Fair for Building Safety Month Planning Manager Harmer told the Commission that since this is the first year the Town has participated in Building Safety Month, it was decided to limit the number of activities. Also, the original date that was considered for the expo was the Thursday before the Memorial Day weekend and it was felt that participation would be limited.

# C. 2018 Home Tour

Planning Manager Harmer noted that the surveys had been tallied and that there were significant positive comments shared by the public and volunteers alike. Constructive suggestions were being evaluated for the planning of Home Tour 2019 which had its kick-off meeting earlier in April.

### CALL TO THE PUBLIC/COMMISSION RESPONSE

Call to the Public for public comment on issues within the jurisdiction of the Historic District Advisory Commission. Individual Commission members may respond to criticisms made, may ask staff to review a matter raised or may ask that a matter be put on a future agenda. However, members of the Commission shall not discuss or take action on any matter

HDAC Regular Meeting Minutes April 25, 2018 Page | **2**  during an open call to the public unless the matters are properly noticed for discussion and legal action.

Ruth Harrison, 855 E. Lancaster Circle, Florence, AZ noted that a metal plate on the inside wall of the Silver King Hotel near the restrooms needed to be painted.

# CALL TO THE COMMISSION/CURRENT EVENTS ONLY

Chairman Wheeler raised questions regarding Historic District property maintenance and the upcoming Historic Preservation Conference. Commission members were asked to submit complaints to Planning Manager Harmer and he would compile and forward to Code Enforcement. Commissioner were also directed to voice their desire to attend the conference to Mr. Harmer and he would try to balance requests with the allotted budget.

# **ADJOURNMENT**

On a motion by Vice-Chair Adam, seconded by Commissioner Knight and carried to adjourn the meeting at 6:40 pm.

Betty Wheeler Date

# TOWN OF FLORENCE PARKS AND RECREATION ADVISORY BOARD

MINUTES FROM THE REGULAR MEETING HELD ON THURSDAY, MAY 03, 2018 AT 4:00 P.M. IN RUGGLES ROOM 1, LOCATED AT 778 N. MAIN STREET, FLORENCE, AZ.

# 1. CALL TO ORDER

Chair Pinson called the meeting to order at 4:03 P.M.

### 2. ROLL CALL:

Present: Don Pinson, Tom Smith, Kelly Williams, Donald Woolridge

### Absent:

### 3. PLEDGE OF ALLEGIANCE

### 4. **NEW BUSINESS**

a. Discussion/Approval/Disapproval of nomination and election of a new Commission Chair.

Boardmember Woolridge nominated Don Pinson to continue serving as the Parks and Recreation Advisory Board Chair.

On motion by Boardmember Woolridge, seconded by Boardmember Williams, and carried to appoint Don Pinson as new Commission Chair.

b. Discussion/Approval/Disapproval of nomination and election of a new Commission Vice Chair.

Chair Pinson nominated Boardmember Williams to be the new Parks and Recreation Advisory Board Vice Chair.

On motion by Chair Pinson, seconded by Boardmember Woolridge, and carried to appoint Kelly Williams as new Commission Vice Chair.

c. Discussion/Approval/Disapproval of Minutes from the October 26, 2017 Regular Meeting.

On motion by Boardmember Smith, seconded by Vice Chair Williams, and carried to approve Minutes from the October 26, 2017 Regular Meeting.

# d. Discussion/Approval/Disapproval of the 2018 Parks and Recreation Advisory Board meeting Schedule.

On motion by Boardmember Smith, seconded by Boardmember Woolridge, and carried to approve the 2018 Parks and Recreation Advisory Board Meeting schedule with the meeting start time of 4:00 P.M.

# e. Discussion of future Park/Open Space/Community Services Projects in the proposed FY18-19 Capital Improvement Plan. (Bryan Hughes)

# i. Poston Butte Preserve Expansion

Liaison Hughes stated Council had approved a resolution to apply for two parcels with the Bureau of Land Management (BLM) for Poston Butte. Liaison Hughes stated he is hoping to get a new entry way, parking, new trails and maybe some Ramadas.

Chair Pinson asked if there has been any work done to the trails at Poston Butte? Liaison Hughes stated that there has not been any trail work done. Liaison Hughes stated he would like to remove the old communications box and return the summit to its natural environment. Liaison Hughes anticipates for all modifications to Poston Butte to be completed by 2025.

Member Smith commented that originally Poston Butte, known by locals as "F" Mountain, was given to the Museum to protect it from being mined, shortly the Museum gave it to the Town.

# ii. Active Transportation Plan (Bryan Hughes)

Liaison Hughes shared with the Board that the Town did not place in the top five for the grant we applied for with Maricopa Association of Governments aka MAG, but that MAG had found extra money and that we were the first to reserve it.

Chair Pinson asked how Council stood on cost recovery, is it dollar for dollar? Liaison Hughes stated that the no, but there may be 30%, 60%, or higher for cost recovery.

# iii. Parks and Recreation Comprehensive Plan

Liaison Hughes shared with the Board that staff will be updating the Parks and Recreation Compressive Plan beginning in July and that it will take 9-12 months.

# iv. Site Specific Park Master Plan

Liaison Hughes shared with the Board that there will be some site-specific work being done to Parks. For example, Liaison Hughes expressed that Heritage Park seems "unfinished" to him, and that he would like to work on getting ownership of Main St. Park.

### v. Florence Veterans Memorial

Liaison Hughes shared with the Board that there was a request to fund the construction of the Florence Veterans Memorial through Comprehensive Improvement Plan (CIP) and allocated \$40,000 for the project.

### 5. STAFF REPORTS

# a. Recreation Programming (John Nixon)

John Nixon updated the Board on Recreation Programming.

# b. Senior Center (Laura Carter)

Laura Carter updated the Board on the Senior Center.

# c. Parks Maintenance (Bryan Hughes)

Liaison Hughes updated the Board on Parks Maintenance.

# d. Arts and Culture Commission (Bryan Hughes)

Liaison Hughes updated the Board on the Arts and Culture Commission.

# 6. CALL TO THE PUBLIC/BOARD RESPONSE

Council Liaison Kristen Larsen suggested to the Board, for next year's Tree planting we need to make it more of an event and invite Council to attend.

CALL TO THE PUBLIC FOR PUBLIC COMMENT ON ISSUES WITHIN THE JURISDICTION OF THE TOWN OF FLORENCE PARKS AND RECREATION ADVISORY BOARD. COUNCIL RULES LIMIT PUBLIC COMMENT TO THREE MINUTES. INDIVIDUAL MEMBERS MAY RESPOND TO CRITICISM MADE BY THOSE COMMENTING, MAY ASK STAFF TO REVIEW A MATTER RAISED OR MAY ASK THAT A MATTER BE PUT ON A FUTURE AGENDA. HOWEVER, MEMBERS SHALL NOT DISCUSS OR TAKE ACTION ON ANY MATTER DURING AN OPEN CALL TO THE PUBLIC UNLESS THE MATTERS ARE PROPERLY NOTICED FOR DISCUSSION AND LEGAL ACTION.

# 7. CALL TO THE BOARD - CURRENT EVENTS ONLY

# 8. ADJOURNAMENT

On motion by Boardmember Smith, seconded by Boardmember Woolridge, and carried to adjourn the meeting at 4:58 P.M.

Approved:

Don Pinson, Board Chair



# **Florence Community Services Department**

# Youth Scholarship Program Information & Application

**DESCRIPTION:** The Town of Florence's Youth Scholarship Program assists eligible Florence families by providing financial assistance to youth, 17 years and under. The scholarship program is applicable to only Florence Community Services recreation and aquatics programs which require fee payment. To apply, complete the Program Fee Assistance Application and return to the Community Center along with the required financial documentation.

### **PROGRAM GUIDELINES:**

- Scholarship assistance is available only for Florence youth, 17 years and younger.
- Scholarships are available per fiscal year (July 1, 2018 to June 30, 2019).
- Scholarships are dependent upon available donor funds and can be terminated or suspended at any time.
- Scholarship financial assistance is \$200 maximum, per family per fiscal year.
- Family financial assistance is determined based on Federal Poverty Level Guidelines (see chart).
- All financial documentation and a completed class/program registration form, must be submitted
  with the Program Fee Assistance Application. If approved, only a registration form is required for
  each requested, specific class/program stating that your Scholarship Application was approved.
- Allow 10 to 14 business days for application review and processing.

# FINANCIAL DOCUMENTION REQUIRED WITH APPLICATION (any two of the following):

(Copies Only; DO NOT submit original documents)

- Most recent Federal Tax Return for individuals in household receiving income
- Most recent paycheck or unemployment check stubs
- Most recent Social Security or Social Security Disability Award letter(s)
- Supplemental Nutrition Assistance Program (SNAP) or Women, Infants, Children (WIC) verifications

# **INSTRUCTIONS:**

- ✓ Please review your application to make sure it is legible and complete
- ✓ Include all required copies of financial documentation. (Do not submit originals. The Town of Florence is not responsible for any original financial documents submitted).
- ✓ Include a completed class/program registration form.
- ✓ Return your completed application and all other documents to:

Florence Community Services Department

P.O. Box 2670

Florence, Arizona 85132

✓ Drop off application and documents at:

Florence Library and Community Center

778 N. Main Street

Florence, Arizona

✓ Questions, please call: (520) 868-7589



# TOWN OF FLORENCE

# AGENDA ITEM

TOWN OF FLORENCE  ARIZONA  FOUNDED  1864	COUNCIL ACTION FORM	8a.		
MEETING DATE: Aug	<ul><li>☑ Action</li><li>☐ Information Only</li></ul>			
<b>DEPARTMENT</b> : Deve	☐ Public Hearing ☐ Resolution			
STAFF PRESENTER:	☐ Ordinance ☐ Regulatory			
<b>SUBJECT:</b> Resolution in Town Rights of Way	☐ 1 <sup>st</sup> Reading ☐ 2 <sup>nd</sup> Reading ☐ Other			
STRATEGIC PLAN RE	FERENCE:			
☐ Community Vitality ☐ Economic Prosperity ☐ Leadership and Governance				
☐ Partnerships and Relationships   ☑ Transportation and Infrastructure				
⊠ Statutory ☐ Non-	e			

# RECOMMENDED MOTION/ACTION:

On August 20, 2018, motion to adopt Resolution No. 1675-18: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ADOPTING SMALL WIRELESS FACILITIES IN TOWN RIGHTS OF WAY TERMS AND CONDITIONS.

# OVERVIEW:

On February 1, 2018 the Planning and Zoning Commission took action to initiate text amendments to the Florence Town Code to implement the State mandated requirements for Small Wireless Facilities (SWFs) within Town rights of way. Staff has consulted with stakeholders, the community at large, and researched best practices from other Arizona communities to develop a policy that will effectively address this mandate. The result of this effort culminates in the proposed draft amendments to the Town Code, Development Code, and the "Small Wireless Facilities Terms and Conditions."

This agenda item and report addresses proposed Resolution No. 1675-18, "Small Wireless Facilities in Town Rights of Way Terms and Conditions" (Exhibit A.)

The first reading of Resolution No. 1675-18 was held on August 6, 2018.

# BACKGROUND/DISCUSSION:

The House Bill 2365 (HB 2365) legislation authorizes Towns to establish a set of Terms and Conditions for licensing wireless providers and for thier associated permits to

Subject: Resolution No. 1675-18: SWF Terms & Conditions Meeting Date: August 20, 2018

Page 1 of 3

opertate within the Town-owned rights of way. The specific text of this legislation is as follows:

# A.R.S. §9-52 (E)

"An authority shall establish and make available rates, fees and terms for the construction, installation, mounting, maintenance, modification, operation or replacement of a small wireless facility, utility pole or wireless support structure by a wireless provider in a right-of-way controlled by the authority, including collocation in the right-of-way, within six months after the effective date of this section or three months after receiving a request by a wireless provider, whichever is later. The rates, fees and terms must be made available for acceptance by a wireless provider. At the wireless provider's option, a wireless provider may request different or additional terms that the parties shall negotiate in good faith. Documents that reflect rates, fees and terms with each wireless provider are public record. Rates, fees and terms must comply with this section and meet the following requirements:

- 1. Terms may not be unreasonable or discriminatory and may not violate any applicable law.
- 2. Terms may include requirements applicable to other users of the right-of-way.
- 3. Terms may require that the wireless provider's operation of the small wireless facilities in the right-of-way does not interfere with the authority's public safety communications.
- 4. Terms may require reasonable accommodations with respect to adopted plans for the removal of authority utility poles for undergrounding purposes. Such terms shall provide for reasonable notice to the wireless provider.
- 5. Terms may not require the placement of small wireless facilities on any specific utility pole or category of poles or require multiple antenna systems on a single utility pole.
- 6. Terms may not limit the placement of small wireless facilities by minimum separation distances."

Planning Staff offers the following findings for the consideration of the Town Council:

- 1. The proposed Terms and Conditions address the State mandated requirements, within the timeframe imposed (policy to be in place no later than three (3) months from the time of receipt of a request to locate a small wireless facility within the Town right of way. No such request has been received to date.)
- 2. The proposed Terms and Conditions support the following Strategic Plan Objectives:
  - a. <u>Transportation and Infrastructure</u>: Maintain, enhance and expand information technology (IT) infrastructure to pursue the goals, objectives and tasks as established by Town Council and the Strategic plan.
  - b. <u>Leadership and Governance</u>: Stay engaged with federal, state, regional and local government and regulatory agencies regarding existing and everevolving regulatory requirements.

Subject: Resolution No. 1675-18: SWF Terms & Conditions Meeting Date: August 20, 2018

### **PUBLIC PARTICIPATION:**

Staff has complied with all applicable Town requirements and Arizona Revised Statutes regarding public notification and public participation. Exhibit A, Terms and Conditions were reviewed and discussed by the Planning & Zoning Commission in conjunction with the associated Town Code amendment ordinances. As such, the Terms and Conditions received the same public exposure and scrutiny through the comprehensive review of the SWF policies. Meetings and public outreach for the proposed Terms and Conditions are as follows (\* denotes tentatively scheduled):

June 7, 2018	Planning and Zoning Commission Work Session
June 21, 2018	Planning and Zoning Commission Review/Discussion
July 12, 2018	Neighborhood Meeting (5-6PM Community Center)
July 19, 2018	Planning and Zoning Commission
August 6, 2018	Town Council (1st reading)
*August 20, 2018	2nd Town Council reading (action)

# **FINANCIAL IMPACT:**

Neutral, approval or denial of this request has no impact to the Town's finances.

# **RECOMMENDATION:**

The Planning and Zoning Commission found that Resolution 1675-18 complies with state mandate HB 2365 and is in the interest of general welfare, health and safety of the public. The Planning and Zoning Commission has forwarded a unanimous favorable recommendation on the proposed Small Wireless Facility Terms and Conditions, as described in Exhibit A, to the Mayor and Town Council, subject to the following conditions:

- 1. Update all proposed text amendment references to "Development Services Department" and "Development Services Director" to reflect the titles and positions currently established in the Town of Florence Code of Ordinances. (Exhibit A illustrates these updates as tracked changes)
- 2. Correct typographical and scrivener's errors as identified by Commissioner Frost during the discussion. (Exhibit A illustrates these updates as tracked changes)
- 3. Any additional modifications or changes deemed necessary by the Town Council.

# **ATTACHMENTS:**

Resolution No. 1675-18

Exhibit A – Proposed Small Wireless Facilities in Town Rights of Way Terms and Conditions"

Subject: Resolution No. 1675-18: SWF Terms & Conditions Meeting Date: August 20, 2018

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### **RESOLUTION NO 1675-18**

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ADOPTING SMALL WIRELESS FACILITIES IN TOWN RIGHTS OF WAY TERMS AND CONDITIONS.

**WHEREAS**, House Bill 2365 legislation authorizes Towns to establish a set of Terms and Conditions for licensing wireless providers and for thier associated permits to opertate within the Town-owned rights of way.; and

**WHEREAS**, the proposed Terms and Conditions address the State mandated requirements, within the timeframe imposed; and

**WHEREAS**, the proposed Terms and Conditions support the following Strategic Plan Objectives:

- a. Transportation and Infrastructure: Maintain, enhance and expand information technology (IT) infrastructure to pursue the goals, objectives and tasks as established by Town Council and the Strategic plan.
- b. Leadership and Governance: Stay engaged with federal, state, regional and local government and regulatory agencies regarding existing and ever-evolving regulatory requirements.

**NOW, THEREFORE BE IT RESOLVED** by the Mayor and Council of the Town of Florence, Arizona, to hereby adopt Small Wireless Facilities in the Town's Right of Way Term and Conditions, attached as "Exhibit A".

**PASSED AND ADOPTED** by the Mayor and Council of the Town of Florence, Arizona, this 20<sup>th</sup> day of August, 2018.

	Tara Walter, Mayor
ATTEST:	APPROVED AS TO FORM:
Lisa Garcia, Town Clerk	Clifford L. Mattice, Town Attorney



# SMALL WIRELESS FACILITIES IN TOWN RIGHTS OF WAY

# **TERMS AND CONDITIONS**

TC FINAL DRAFT

<sup>\*</sup> Planning and Zoning Commission recommended amendments are tracked with a strikethrough for deletions and underline for additions

### SMALL CELL WIRELESS TERMS AND CONDITIONS

The Town Council of the Town of Florence has adopted the following terms and conditions (the "Terms") to govern the use of Town-Owned right-of-way for the placement of wireless facilities by a Wireless Services Provider as defined by the Arizona Revised Statutes ("ARS"), Section 9-591, et seq., Title 9, Article 8, entitled "Use of Public Highways by Wireless Providers ("Article 8"). These <a href="Iterms">Iterms</a> are effective as of <a href="Ootnote-of-November">Ootnote-of-November</a> 20, 2018, and may be amended only upon approval of the Town Council. These Terms work together with Title XI - Chapter 120 of the Florence Town Code and Part 9 "Wireless Communications Facilities" of the Florence Land Development Code, to implement ARS Article 8 in the Town of Florence.

### **RECITALS**

- A. Town, in its governmental capacity, owns or holds a legal interest in public roads, streets and alleys and all other dedicated public rights of way, public utility easements and public utilities and facilities easements of the Town (collectively the "ROW"). Town is responsible for the management of the ROW within Town's boundaries. Pursuant to ARS § 9-240, 9-276 and 9-582, the Town has exclusive control of the ROW.
- B. As authorized by ARS Title 8, Wireless Service Providers will attach Wireless Facilities to Authority Utility Poles located in the ROW.
- C. All Town-owned structures approved for such private uses must retain their primary governmental purpose, and those entities occupying public property must not interfere with those purposes in any way, nor shall their activities create an unreasonably dangerous condition for the public.
- D. The purpose of these Terms is to protect the health, safety, and welfare for the public, and to protect the value of and physical integrity of publicly-owned property and assets.

# 1. DEFINITIONS

- **1.1.** "Antenna(s)" means the physical structure, or structures, as depicted on the Ssite Pplans, which are attached to (or incorporated into) the Town-Owned Structure that transmits and/or receives communications exclusively for Permitted Uses by converting electric current to/from electromagnetic waves used in providing wireless services.
- **1.2.** "Applicable Laws" means the federal, state, county, and Town of Florence laws, ordinances, rules, regulations, and permit requirements that apply to Licensee's use of the Use Areas.
- **1.3.** "Authority Utility Pole" means a utility pole that is owned or operated by the Town and that is in the ROW. Authority Utility Pole does not include a utility pole that is used for electric distribution.
- **1.4.** "Equipment Cabinets" means equipment that is ground mounted or placed on a

concrete slab that contains Licensee's improvements, personal property and facilities to operate its Antenna(s) for Permitted Uses including: radio receivers, transmitters, related facilities, and/or cabinets, related cables and utility lines, location-based power source (including a battery), the electrical meter and any other equipment necessary for the operation of wireless antenna.

- **1.5.** "Licensee" means an entity providing wireless services and that holds a valid License to use the ROW for such business.
- 1.6. "Licensee's Facilities" means the Antennas, Equipment Cabinets, and all other fiber, cable, wire, equipment, conduit, screen walls, or other such element used by Licensee for Permitted Uses including frequencies, technology, antennas, radios, fiber and cable owned by third parties, in connection with its installation of Small Cell Wireless Facilities and related equipment on Town-Owned Structures pursuant to individual Permits.
- **1.7.** "License" means a revocable, nonexclusive permission to attach Wireless Facilities to a Town-Owned Structure and encroach in the ROW, which does not create or confer any interest in real or personal property.
- 1.8. "Monopole" means a ₩wireless support structure that is not more than forty inches in diameter at the ground level and that has all of the Wireless Facilities mounted on the pole or contained inside the pole.
- **1.9.** "Parties" means the Town and a Licensee collectively.
- **1.10.** "Party" means the Town or a Licensee singly.
- **1.11.** "Permit" means written permission required by the Town to install, mount, maintain, modify, operate or replace a Utility Pole, to collocate a Small Wireless Facility on a Utility Pole or <a href="https://www.www.es.supports.com/www.es.sup
- **1.12.** "Permitted Uses" means, and is limited to, Licensee's right to construct, install, operate, maintain and repair the related support facilities (such as wireless antennas and equipment cabinets) for the delivery of Wireless Services.
- **1.13.** "Small Cell Wireless Facility" means a Wireless Facility that meets both of the following qualifications:
  - 1.13.1. Having all Antennas located inside an enclosure of not more than six cubic feet in volume, or in the case of an Antenna that has exposed elements, the Antenna and all of the Antenna's exposed elements could fit within an imaginary enclosure of not more than six cubic feet in volume; and
  - **1.13.2.** All other wireless equipment associated with the facility are cumulatively not more than twenty-eight cubic feet in volume, or fifty cubic feet in volume if ground mounted before August 9, 2017, excluding the

following equipment: an electric meter, concealment elements, a telecommunications demarcation box, grounding equipment, a power transfer switch, a cutoff switch, and vertical cable runs for the connection of power and other services.

- **1.14.** "Third Party Areas" means the portions of the Right-of-Way, such as canal and railroad crossings or other areas that for any reason have limited right-of-way dedications or that have regulatory use restrictions imposed by a third party.
- **1.15.** "Town-Owned Structure" means the vertical element owned by Town and located in the ROW, to which Licensee will attach an Antenna, and which applicable Florence codes, standards, specifications, and regulations permit the collation of Small Wireless Facilities. Authority Utility Poles and Town-Owned Monopoles are included in the definition of Town-Owned Structures.
- 1.16. "Use Area" means the area that Licensee is permitted to use pursuant to an approved Permit. The term Use Area includes the area depicted on the Permit that shows where Antenna and other Wireless Facilities will be attached to the Town-Owned Structure, and where the Equipment Cabinet and associated ground mounted equipment will be located. The Use Area shall be the smallest geometric shape necessary to accommodate the Wireless Facilities, including concealment enclosures.
- **1.17.** "Utility Pole" means a pole or similar structure that is used in whole or in part for communications service, electric distribution, lighting or traffic signals. Utility pole does not include a Monopole.
- 1.18. "Wireless Facility" means equipment at a fixed location that enables wireless communications between users of equipment and a communications network, including both of the following: (a) equipment associated with wireless communications; and (b) radio transceivers, Antennas, coaxial or fiber-optic cables, regular and backup power supplies and comparable equipment, regardless of technological configuration.
  - **1.18.1.** Includes Small Wireless Facilities.
  - **1.18.2.** Does not include the structure or improvements on, under or within which the equipment is collocated, wireline backhaul facilities, coaxial or fiber-optic cable that is between wireless support structures or utility poles or coaxial or fiber-optic cable that is other optic cable that is other optic immediately adjacent to, or directly associated with, an antenna.
  - **1.18.3.** Does not include wi-fi radio equipment described in ARS § 9-506, Subsection I or microcell equipment described in ARS § 9-584, Subsection E.
- **1.19.** "Wireless Services" means any services that are provided to the public and that use licensed or unlicensed spectrum, whether at a fixed location or mobile, using Wireless Facilities.

# 2. Licensing Scope

- 2.1. Licensee shall not attach any Wireless Facility to a Town-Owned Structure or place Licensee Facilities in the ROW without a License approved by the Florence Town Council. Placement of any unauthorized facilities on Town-Owned Structures or in the ROW without a License and Permit shall constitute trespass.
- 2.2. Licenses and Permits do not provide Licensee with any ownership or leasehold interests in the Town-Owned Structures, replacement poles or ROW, nor do they provide Licensee with any of the Town's rights to use the public property upon which the Town-Owned Structures and Licensee's Facilities are located, other than those expressly provided herein or in a Permit.
- 2.3. Town specifically reserves to itself and excludes from an approved Permit a non-exclusive and delegable right over the entire Use Area for all manner of real and personal improvements related to governmental activity or other improvement designed to benefit the public. Licensees accept the risk that the Town and others may now or in the future install or modify facilities in the Use Areas in locations that make the area unavailable for Licensee's use. Such activities may include, but are not limited to any and all construction, erection, installation, use, operation, repair, replacement, removal, relocation, raising, lowering, widening, realigning, or otherwise accommodating all manner of streets, sidewalks, alleys, trails, traffic control devices, transit facilities, pipes, wires, cables, conduit, sewer, canals, drains, overpasses, culverts, bridges, and other encroachments, and any other use of the right of way that the Town may determine from time to time to be a benefit to the public.
- 2.4. There may be portions of the ROW, such as canal crossings, structures not owned or operated by the Town, or other areas that are encumbered for the benefit of others, have limited dedications to the public, or that have regulatory use restrictions imposed by a third party. Areas subject to such encumbrances, restrictions, or regulation are Third Party Areas and Licensee Facilities shall not be constructed or placed in such areas without the express written permission from the Third Party party or Third third Parties parties that have property rights or regulatory authority over the specific Third Party Area.
- **2.5.** Subject to the requirements of ARS § 9-591, *et seq.*, the Town shall have full authority to regulate use of the Use Areas and to resolve competing demands and preferences regarding use of the Use Areas and to require Licensee to cooperate and participate in implementing such solutions. In exercising its authority, the Town may consider any legal, timing, operational, financial and other factors affecting existing and future proposals and public needs in the Use Area.
- 2.6. Licensees assume all risk, costs and expenses related to the Licensee Facilities and loss of service that may occur due to damage, destruction or collapse of any Town-Owned Structure or due to any incompatibility of Licensee's use with

Town's use, or other user's use, of the Town-Owned Structures. Licensee shall be solely responsible for the relocation of any Licensee Facilities placed on a structure or property not owned by Town or wrongly designated as a Town-Owned Structure and/or ROW at any time.

- 2.7. Town may require Licensees to remove any unauthorized attachment to a Town-Owned Structure or placement of facilities in the ROW. If Licensees fail to remove the unauthorized facilities within thirty (30) days after notice, Town may remove the unauthorized facilities without incurring any liability, including but not limited to liability for interruption of service. Licensees shall reimburse Town for its actual costs of removal of the unauthorized facilities. The failure of the Town to act to remove any unauthorized facilities shall not constitute permission or a de facto Permit in any manner nor shall subsequent issuance of a Permit operate retroactively.
- 2.8. Licensee Facilities may be used solely for Permitted Uses, and Licensees are not authorized to and shall not use the Licensee Facilities to offer or provide any other services not specified herein. The Licensee Facilities shall be owned by Licensees.

# 3. Licensing and Permitting Procedures

- **3.1.** Licensee shall submit an application for a License to the Town Manager for approval by the Town Council. Following Council approval of the License, individual Permits consistent with the License and Applicable Laws may be approved by the <a href="mailto:Director of Development Services Town Manager or designee">Director of Development Services Town Manager or designee</a>.
- 3.2. Licensee shall submit an application for an individual Permit on an application form approved by the <u>Director of Development Services Town Manager or designee</u> ("Application"). Once the Application is reviewed and approved by Town, a Permit may then be executed by the Parties. The <u>Director of Development Services Town Manager</u> or designee will have the authority to execute a Permit.
- 3.3. Licensee shall submit one Permit Application for each site or proposed Use Area. An applicant seeking to collocate multiple small wireless facilities within Town right-of-way may file a consolidated application for the collocation of up to twenty-five (25) small wireless facilities if the collocations each involve substantially the same type of small wireless facilities and structure. Town shall charge a permit fee for and issue individual permits for each facility included in a consolidated application.
- **3.4.** Any change to the site plan of an approved Permit is void unless Town agrees to the change in writing during the Permit approval process.
- **3.5.** Licensees shall comply with Article 120 of the Town Code and any necessary zoning, building permit, traffic control, ROW management requirements, non-Town utility permits, other permits as required, or other regulatory requirements

("Permits") that apply to Licensee Facilities.

- 3.6. Licensees are responsible for the study and inspection of the Town-Owned Structures and ROW to be utilized by Licensee and for determining the fitness for the use by Licensee. Town expressly disclaims all warranties of merchantability and fitness for a purpose or absence of hazardous conditions associated with the Town-Owned Structures and ROW. Town makes the Town-Owned Structures and ROW available for Licensee's use "AS IS."
- 3.7. To the extent that Licensee owns any fiber or conduits that will be placed underground, and to the extent that State law requires it, Licensee shall comply with ARS Title 40, Chapter 2, Article 6.3 by participating as a member of the Arizona Blue Stake Center. A copy of Licensee's proof of membership shall be filed with the Town when the Application is submitted.

# 4. Standards for Installation, Operations, and Maintenance

- 4.1. Licensee, at its sole expense, shall supply all material associated with the installation, operation, and maintenance of Licensee's Facilities. Licensee shall maintain Licensee's Facilities and shall notify the designated Town representative listed on the annual permit, a minimum of 24 hours (or as required to request and receive permits for work within the right of way) in advance of servicing or maintaining the permitted Use Area. All servicing and maintenance shall comply with applicable Town Codes, policies, permits and requirements.
- 4.2. Where installation of Licensee's Facilities requires replacement of an existing Town-Owned Structure, Licensee shall replace, at Licensee's sole expense, the Town-Owned Structure with a structure meeting all applicable Town standards and specifications and shall return replaced structures to Town at a designated location. This shall include and not limited to the premature aging or wear and tear of Town-Owned Structure or Use Area caused by the Licensee's attachments and facilities, as determined by the Town.
- 4.3. All Licensee Facilities shall be designed and constructed by Licensees at the Licensees' sole cost and expense, including without limitation any alteration or other change to the Town's equipment or other improvements or personalty that may occur. In no event shall Town be obligated to compensate a Licensee in any manner for any of Licensee's improvements or other work provided by Licensee during or related to the term of any Permit. Licensee shall timely pay for all labor, materials, work and all professional and other services related thereto and shall pay, protect, indemnify, defend and hold harmless Town and Town's employees, officers, contractors, and agents against all claims related to such items. Licensee shall bear the cost of all work required from time to time to cause the Use Areas and Town's adjoining property (if directly impacted by Licensee's work) to comply with local zoning rules, the Americans with Disabilities Act, building codes and all similar rules, regulations and other laws if such work is required because of work performed by Licensee, by Licensees' use of the Use Areas, or by any exercise of the rights granted to Licensee under a

License or a Permit.

- 4.4. Licensees shall purchase and store two (2) extra street light poles, at their own cost, in anticipation of emergency or routine replacement of such poles utilized by Licensee or Town. Streetlight pole replacements shall be provided within three (3) weeks. In the event a replacement is not available, the Town may replace such pole; however, such pole may not be able to support the Licensee's equipment. All replacement poles shall be approved by Town prior to installation.
- **4.5.** Licensees shall apply for and obtain one annual permit for emergency operations (no excavation) occurring within the ROW and/or on the Town-Owned Structures. The annual permit shall include disclosure of safety instruction for Town employee's subject to Section 9 of this agreement. Each Licensee shall renew such permit annually during the term of each individual Permit so that such a permit for emergency operations is in force during the entire time that Licensee is occupying the ROW.
- 4.6. All work in the ROW will be performed only by a Licensee and its contractors and will be performed substantially in compliance with Florence Town Code, applicable Town policies, the Uniform Standard Specifications and Details for Public Works Construction sponsored and distributed by the Maricopa Association of Governments ("MAG") as amended, Florence's Engineering and Design Standards, Florence's Approved Product List and Technical Specifications, National Electric Code (NEC), National Electric Safety Code (NESC), OSHA regulations, compliance with the FCC Radio Frequency Exposure Guidelines (FCC OET Bulletin 65) and all other applicable radio frequency emissions laws and regulations in effect from time to time.
- **4.7.** Upon performing work in the ROW, Licensee shall simultaneously restore the ROW to its prior condition, as directed by Town, and repair any holes, mounting surface or other damage whatsoever to the ROW. Such work shall include new landscaping or revegetation and appropriate irrigation systems for landscaped areas.
- **4.8.** Licensees shall, at all times during the term of a Permit, maintain the Licensee Facilities in good repair and shall keep the Use Area free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or source of undue vibration, heat, noise or interference.
- 4.9. Licensees shall prepare and maintain record drawings of all Licensee Facilities located on Town-Owned Structures and in the ROW and furnish such record drawings at Town's request. Locations of said encroachments shall be reported using State Plan Coordinate System Arizona Central Zone, North American Datum 1983 (NAD83) for horizontal position, and North American Vertical Datum 1988 (NAVD88) for vertical positions; or other public land survey system accepted by the Director of Development Services Town Manager or designee. Licensees shall furnish Town copies of the record drawings in both hard copy and electronic formats, as requested by the Town. The electronic copy shall be

provided in Autocad 2014 DWG format or other current Town electronic format. If the horizontal and vertical locations are not known or provided as requested by Town, Licensees shall reimburse the Town for actual costs associated with locating and potholing a Licensee's Facilities, in the event that Licensee Facilities need to be located in connection with one of Florence's projects.

- **4.10.** If Licensee Facilities are not located in the precise location depicted in the Permit or the As-Built Drawings, Licensees shall be responsible, and shall reimburse Town, for all costs and damages incurred in locating the Licensee Facilities and all delay costs incurred to locate (and if necessary relocate) the Licensee Facilities.
- 4.11. Consistent with the requirements of Florence Town Code and Florence's Engineering and Design Standards, Licensees shall screen or conceal, as applicable and determined to be reasonable by the Town, all pole-mounted, pad, and ground-mounted equipment used for Permitted Uses with aesthetic features, such as canisters, screen walls, and landscaping, as approved by Town with each Permit. Concealing and screening shall blend with or enhance the surrounding area with the use of artistic and/or architectural detail and shall take into account scale, form, texture, materials and color and shall conceal the equipment. Concealing and screening features shall be noted on the site survey and construction drawings submitted with each application.
- 4.12. Licensees shall not install signage at the Use Area except as required for emergency contact in accordance with the Florence Development Code § 150.183(B) for the safe use of the Use Areas by the Town, Licensee, and others. Any such signs shall be maintained at all times, shall not exceed 18" x 12" in size, and shall include Licensee's name, business address, telephone number, and emergency contact information. In no instance shall such signs contain a commercial message.
- **4.13.** Except for security lighting operated with the Town's approval from time to time, Licensees shall not operate outdoor lights at the Use Areas.
- 4.14. Except during permitted construction and safety tests, equipment located on the Use Area shall not emit noise greater than ambient noise level of the surrounding ROW, and in no case shall exceed the limits imposed by Title XIII, § 132.02 of the Town Code. This limitation does not apply to infrequent use of equipment that is as quiet or quieter than a well-maintained gasoline generator or to the use of air conditioning equipment than is no louder than a typical well-maintained residential air conditioning unit.
- **4.15.** If a Licensee abandons use of any of Licensee's Facilities, or any portion thereof, installed under or pursuant to an approved Permit, the Licensee shall remove all of the Licensee Facilities, including subgrade facilities and foundations, installed pursuant to the approved Permit no later than thirty (30) days, at the Licensee's expense and restore the Town-Owned Structure and ROW, including Licensee Facilities installed sub-grade, to better than or equal to the condition that existed prior to construction and installation of the Licensee

Facilities.

- **4.16.** Licensees shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. If any lien is filed against Town Property as a result of acts or omissions of a Licensee or its employees, agents or contractors, the Licensee shall discharge the lien or bond the lien off in a manner reasonably satisfactory to Town within thirty (30) days after Licensee receives written notice that the lien has been filed.
- 4.17. Licensees shall install separate meters for any utilities used by Licensee and shall pay for all utilities supplied to, used, or consumed as a result of the operation of Licensee's Facilities, including without limitation (as applicable) all gas, electric, sanitation, and telephone installation and monthly use charge. Licensees shall comply with all Town of Florence Ordinances, permit requirements, Utility Terms and Conditions, and regulations related to utility services. Any third-party equipment needed to service the Licensee Facilities shall be required to apply for and obtain separate permits. The Town shall not provide easements within the ROW to Licensees or third-parties.
- **4.18.** In the event of an emergency, maintenance, accident or condition that causes the Town to replace or remove a Licensee's Facility, the Licensee at its sole expense shall be responsible for the reconnection to a utility. No secondary power supply (generator or battery, permanent or temporary) may be located on the Town-Owned Structures or in the ROW without the prior written consent of Town pursuant to an approved Permit.

### 5. Duration

# 5.1. Term of Licenses and Permits

Subject to a Licensee's right to terminate, Licenses and Permits shall have a duration of ten years.

# **5.2.** Early Termination

Licensees may terminate a License or Permit at any time upon service of 60-days written notice to Town. In the event a Licensee exercises this option, Licensee shall be subject to all obligations in these Terms and Conditions to restore and rehabilitate all Town-Owned Structures and ROW used for Licensee's Facilities to their former condition and utility.

### 5.3. Renewals

Permits shall be renewed for equivalent terms of ten years, unless the Town finds that the Licensee or permitted small wireless facilities, new or modified utility pole, or structure do not comply with the applicable Town codes or regulations, or with applicable federal or state laws.

### 6. Relocation of Town-Owned Structures

Town shall have the right at any time to require relocation of a Licensee's Facilities or any portion of them to accommodate a public project, at Licensee's expense, to another location suitable for Licensee's use. Licensee shall have at least ninety (90) days' notice of such relocation and shall fully cooperate in such relocation. If a Licensee fails to relocate as required herein, the Licensee shall reimburse Town for actual, direct and indirect damages incurred by the Town as a result of such delays. If necessary Town may permit Licensee to place a temporary Small Cell Wireless Facility (ccell on wwwheels or similar installation) on the Town peroperty or at some other location acceptable to Licensee, at Licensee's cost, until such relocation is complete.

# 7. Operations Interference, Emergency Disruption, Testing, and Reservation

- 7.1. Licensees shall not use the Town-Owned Structures or the ROW in any way which interferes with the use of any portion of the Town Property by Town. In the event Town determines that a Licensee's use of the Town-Owned Structures or the ROW interferes with the Town's use of the Town Propertyproperty, Town will notify the Licensee of such interference and the Licensee shall have fifteen (15) days to remedy the interference. If a Licensee does not remedy the interference, such action shall be deemed a material breach by the Licensee and Town shall have the right to terminate the Permit.
- **7.2.** Town shall be entitled to inspect all construction, reconstruction, or installation work and to conduct such tests as it deems necessary to ensure compliance with the terms herein and all applicable laws, regulations, and rules. This right to access is in addition to access rights for Town inspectors or other employees and officers acting within their legal authority.
- 7.3. Licensees shall not install, operate, or allow the use of equipment, methodology or technology that interferes or is likely to interfere with the optimum effective use or operation of Town's existing or future fire, law enforcement, ppolice, ppublic Safetysafety, transportation, information technology, engineering, emergency or other communication equipment, methodology or technology (including, but not limited to, voice, data or other carrying, receiving or transmitting equipment.) If such interference should occur, the Licensee shall immediately discontinue using the equipment, methodology or technology that causes the interference until the Licensee takes corrective measures to alter the Licensee Facilities to eliminate such interference. Any such corrective measures shall be made at no cost to Town.
- 7.4. Town may remove alter, tear out, relocate, or damage portions of Licensee's Facilities in the case of fire, disaster, or other emergency if the Town deems such action to be reasonable necessary under the circumstances. In such event, neither the Town nor any agent, contractor or employee of the Town shall be liable to Licensee or its customers or third parties for any harm so caused to them or Licensee's Facilities. Town shall make good faith effort to consult with Licensee in advance to assess the necessity of such actions and to minimize, to the extent practical under the circumstances, damage to and disruption or

- operation of the Licensee's Facilities by calling the emergency number posted on the facility. In any event, Town shall inform Licensee after such actions.
- 7.5. Licensees shall at all times retain on call and available to the Town by telephone an active, qualified, competent and experienced person to supervise all activities upon the Use Areas and operation of Licensee's Facilities and who shall be authorized to represent and act for Licensee in matters pertaining to all emergencies and day-to-day operation of the ROW and all other matters affecting a Permit.
- 7.6. Both Town and the Licensees may conduct radio frequency emission and interference studies from time to time to determine whether a Licensee's use of the Licensee Facilities will interfere with Town's use of the Town-Owned Structures or the ROW. In the event such a study indicates that a Licensee's use will potentially interfere with Town's use of the Town-Owned Structures or the ROW, the Licensee shall have thirty (30) days to remedy the interference to Town's satisfaction. If the problem is not so remedied in thirty (30) days, then Town may require the Licensee, at Licensee's full expense, to relocate the Licensee Facilities so as to remove or minimize the interference, to the extent Town deems necessary. Town may permit Licensee to place a temporary Antenna (ccell on Wheels wheels or similar installation) on the Town-Owned Structures, the ROW or at some other location acceptable to Licensee and Town, during relocation of the Licensee's Facilities.
- **7.7.** Town may, at its expense, perform tests as necessary to determine compliance of the Licensee Facilities on the Town-Owned Structures or in the ROW with Federal radio frequency exposure limit rules, 47 C.F.R. Section 1.1310, or subsequent Federal rules as amended from time to time.
- 7.8. Licensees shall conduct an initial test for compliance with Federal radio frequency exposure limit rules prior to placing Licensee Facilities (or that of any sub-lessees of Licensee) on Town-Owned Structures or in the ROW into commercial operation, and Licensees shall perform additional tests upon any significant change in the Licensee Facilities on the Town-Owned Structures or in the ROW, such as sublicenses to third parties for them to install communications equipment on the Town-Owned Structures or in the ROW. All such testing shall be performed by a qualified radio engineer, and a copy of the test results shall be provided to all Parties. If such tests show noncompliance with applicable radio frequency exposure limit rules then in effect, then noncompliant Licensee Facilities on the Town-Owned Structures or in the ROW shall be shut down (except for work necessary to bring it into compliance) until subsequent tests again show compliance with such rules.
- 7.9. Town does not grant, and reserves for itself, its lessees, successors and assigns, (i) all mineral rights, seismic rights and rights to oil, gas, water, other hydrocarbons or minerals on, as to, under or about any portion of the Town Property; (ii) rights to generate electricity from the wind or wind power on, as to or about any portion of the Town Property; and (iii) the right to grant to others the rights hereby reserved.

7.10. Town shall have the right to operate, replace and maintain all Town-Owned Structures in such manner as best serves Town's service requirements including, but not limited to, the right to allow the attachment of additional facilities. Licensee agrees to shut down communications and electrical equipment during any time Town is maintaining, testing or replacing the affected Town-Owned Structure within one (1) business day from the date of notice in a manner provided in Section 9 of this agreement, or as otherwise agreed to in writing between Licensee and Town. If Licensee fails to shut off the equipment within one (1) business day from the date of notice, or within the agreed upon timeframe, Licensee shall reimburse Town for its costs related to the delay including time and labor expenses. The reimbursement will be at a minimum \$500 per incident.

#### 8. Fees

- **8.1.** Section 120.06 of the Florence Town Code specifies <u>rRates</u> and <u>fFees</u> applicable to small wireless facilities within the Towns <u>right of wayROW</u>. Licensees shall pay the application fees set forth on the Schedule of Fees for each Permit at the time of submittal of a Permit application.
- **8.2.** Licensees shall pay all applicable permit fees at the time of issuance of each Permit, including by way of illustration and not limitation, all applicable taxes, traffic control fees, and technology fees that are adopted by the Town from time to time.
- **8.3.** The applicable fees set forth for each Permit shall be consideration for the right to use Town-Owned Structures or the ROW.
- **8.4.** The Fee fee shall be paid to Town in advance, on or before the anniversary date of the effective date of each Permit, without prior demand and without any deduction or offset whatsoever.
- **8.5.** Fees paid by Licensees are non-refundable.

#### 9. Safety Program for Town's Employees

In order to perform duties necessary as owner and manager of the public ROW, the Town and its employees, agents, and representatives must have uninterrupted and safe access to the ROW and all structures located thereon. In conjunction with paragraph 4.5 requiring annual permits for emergency operations, and paragraph 7.10, above, and in order to ensure the safety of those working on or near a Licensee's Facilities, Licensees must comply with at least one of the following safety protocols:

**9.1.** Provide access to a cutoff switch for each Small Wireless Site that the Town's employees, agents, or representatives can use to turn off all power to the Licensee's Facilities while Town work is performed at the location. The Town, will provide the licensee at least twenty-four (24) hours' notice of turning off the site, unless an immediate shut down is needed to protect the public's health, safety, and general welfare.

**9.2.** Within 24 hours of a request, agree to send a technician with an RF monitor to confirm that all RF emitting equipment has, in fact, been deactivated, and to install all appropriate lockout tags and devices.

#### 10. Indemnification

To the fullest extent permitted by law, Licensees shall indemnify, hold harmless, and defend the Indemnified Parties Town for, from and against all claims, damages, losses, and expenses including, but not limited to, reasonable attorneys' fees arising out of or resulting from the conduct or management of Licensee's Facilities or any condition created in or about the Licensee's Facilities or any accident, injury, or damage whatsoever occurring in or at Licensee's Facilities or from the failure of Licensee to keep its facilities in good condition and repair, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property, including loss of use therefrom, and (b) is caused by any act or omission of Licensee or anyone directly or indirectly employed by it, including any contractor or subcontractor, or anyone for whose acts it might be liable. Notwithstanding the foregoing, Licensee's obligation to indemnify or hold harmless the Indemnified Parties Town under this provision shall be limited to the extent that the damage or injury is attributable to the negligence or other wrongful acts or omissions of Licensee or its employees, contractors, subcontractors or agents. If the damage or injury is caused by the joint or concurrent negligence of Town and Licensee, the loss shall be borne by Town and Licensee in proportion to their degree of negligence or fault. Licensee's hold harmless agreement includes latent defects, and, subject to standard provisions of the relevant policies, the hold harmless obligation shall be specifically covered and insured by the insurance policies required by these Terms.

#### 11. Insurance

- 11.1. Without limiting any liabilities or any other obligations of any Licensee or any of its contractors or subcontractors under any License, Permit or otherwise, a Licensee and its contractors or subcontractors shall provide and maintain, with forms and insurers acceptable to Town, and until all obligations under the License and all Permits are satisfied, the minimum insurance coverage, as follows:
  - 11.1.1. Commercial General Liability Insurance, including coverage of contractual liability assumed under each Permit, affording protection of not less than TWO MILLION DOLLARS (\$2,000,000) per occurrence, combined single limit for bodily injury and property damage, against damages because of, or on account of, bodily injuries to or the death of any person or destruction of or damage to the property of any person, occurring on or about any of Licensee's Facilities or due in any way to the use, occupancy, maintenance or operation of the Small Cell Wireless Facility or, goround feacilities or other related facilities.
  - **11.1.2.** Workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Licensee's and

Licensee's contractor or subcontractor employees who may be working on Licensee's Facilities, and employer's liability with a minimum limit of ONE HUNDRED THOUSAND DOLLARS (\$100,000).

- 11.1.3. Commercial automobile liability insurance with a combined single limit for bodily injury and property damage of not less than TWO MILLION DOLLARS (\$2,000,000) each occurrence with respect to vehicles assigned to or used in the performance of the work, whether owned, hired, or non-owned.
- **11.2.** The policies required by Sections 12.1.1 and 12.1.3 herein shall include the Town of Florence, members of its governing bodies, its officers, agents and employees as additional insureds and shall stipulate that the insurance afforded for shall be primary insurance and that any insurance carried by the Town of Florence, members of its governing bodies, its officers, agents and employees shall be excess and not contributory.
- **11.3.** Contractor, its subcontractors and its insurers providing the required coverages shall waive all rights of subrogation against the Town of Florence, members of its governing bodies, its officers, agents and employees.
- **11.4.** Prior to commencing construction, <u>c</u>Contractor or <u>s</u>Subcontractor shall furnish the Town with <u>c</u>Certificates of <u>i</u>Insurance and related endorsements as evidence that policies providing the required coverage, conditions and limits are in full force and effect. Such certificates shall provide that not less than thirty (30) days' notice of cancellation, termination, or material change shall be sent directly to Town.
- **11.5.** All insurance policies shall be obtained from companies duly authorized to issue such policies in the State of Arizona, having Best's ratings of "A" and acceptable to Town.

#### 12. Breach and Letter of Credit

- **12.1.** Any breach of these Terms and Conditions or of any provision of a License or Permit, if left uncured after 30-days' written notice, shall render Licensee's Facilities as unauthorized work within the right-of-way, and shall be subject to the penalties in the Florence Town Code.
- 12.2. Prior to the effective date of any License or Permit, Licensees shall provide a letter of credit in an amount based upon a Licensee's good-faith estimate of the number of Permits to be issued within the Town in the current calendar year. The letter of credit shall be a security deposit for a Licensee's performance of all of its obligations under these Terms, and shall be in substantially the same form as approved by the Town Attorney.
  - **12.2.1.** The amount of the letter of credit shall be, as follows: Thirty Thousand Dollars (\$30,000.00) for up to ten (10) Permits; Sixty Thousand Dollars (\$60,000.00) for eleven (11) to twenty (20)Permits; One Hundred Five

Thousand Dollars (\$105,000.00) for twenty-one (21) to thirty-five (35) Permits; One Hundred Eighty Thousand Dollars (\$180,000.00) for thirtysix (36) to sixty (60) Permits; Three Hundred Thousand Dollars (\$300,000.00) for sixty-one (61) to one hundred (100) Permits; Four Hundred Fifty Thousand Dollars (\$450,000.00) for One hundred one (101) to one hundred fifty (150) Permits; Six Hundred Seventy-Five Thousand (\$675,000.00) for one hundred fifty-one (151) to two hundred twenty-five (225) Permits; One Million Fifty Thousand Dollars (\$1,050,000.00) for two hundred twenty-six (226) to three hundred fifty (350) Permits; One Million Five Hundred Thousand (1,500,000.00) for three hundred fifty-one (351) to five hundred (500) Permits; Two Million Two Hundred and Fifty Thousand Dollars (\$2,250,000.00) for five hundred one (501) to seven hundred fifty (750) Permits; and Three Million Dollars (\$3,000,000.00) for seven hundred fifty-one (751) to one thousand (1,000) Permits. If the number of Permits exceeds one thousand (1,000), then the Three Million Dollar (\$3,000,000,00) letter of credit shall remain in effect and the amounts for additional Permits shall be calculated according to the calculation above.

- **12.2.2.** The Town will determine at least once annually if Licensee must update the amount of the letter of credit based upon the then-current number of Licensee's Permits.
- **12.2.3.** Licensee shall pay all costs associated with the letter of credit and shall maintain the letter of credit for at least one year following the term of any Permit.
- 12.2.4. Town may, in its sole discretion, draw on the letter of credit in the event of any default under these Terms and Conditions. In such event, Licensee shall cause that the letter of credit be replenished to its prior amount within ten (10) business days after Town notifies a Licensee that it has drawn on the letter of credit.
- **12.3.** The Town's remedies for breach are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available under the law.

#### 13. General Provisions

#### 13.1. Force Majeure

13.1.1. Neither Town nor any Licensee shall be liable or responsible for a delay or failure in performing or carrying out any of its obligations (other than obligations to make payments) under any License or Permit caused by force majeure. Force majeure shall mean any cause beyond the reasonable control of Town or Licensee, as applicable, or beyond the reasonable control of any of their respective contractors, subcontractors, suppliers or vendors, including without limitation: acts of God, including.

but not necessarily limited to, lightning, earthquakes, adverse weather of greater duration or intensity than normally expected for the job area and time of year, fires, explosions, floods, other natural catastrophes, sabotage, acts of a public enemy, acts of government or regulatory agencies, wars, blockades, embargoes, insurrections, riots, or civil disturbances; Labor disputes, including, but not necessarily limited to, strikes, work slowdowns, work stoppages, or labor disruptions, labor or material shortages, or delays or disruptions of transportation; orders and judgments of any federal, state or local court, administrative agency or governmental body; the adoption of or change in any federal, state or local laws, rules, regulations, ordinances, permits or licenses, or changes in the interpretation of such laws, rules, regulations, ordinances, permits or licenses, by a court or public agency having appropriate jurisdiction after the date of the adoption of these Terms; or any suspension, termination, interruption, denial or failure to issue or renew by any governmental authority or other party having approval rights of any approval required or necessary hereunder for installation or operation of any Small Cell Equipment Wireless Facility or for either Party to perform its obligations hereunder, except when such suspension, termination, interruption, denial or failure to issue or renew results from the negligence or failure to act of the Party claiming the occurrence of an event of force majeure.

13.1.2. If either Town or a Licensee is rendered unable to fulfill any of its obligations under a License or Permit by reason of force majeure, such Party shall promptly notify the other and shall exercise due diligence to remove such inability with all reasonable dispatch; provided, that nothing contained in this Section 14.1 shall be construed as requiring Town or a Licensee to settle any strike, work stoppage or other labor dispute in which it may be involved, or to accept any permit, certificate, license or other approval on terms deemed unacceptable to such Party, or to enter into any contract or other undertaking on terms which the Party deems to be unduly burdensome or costly.

#### 13.2. Assignment

Licensees will have the right to assign, sell or transfer its interest under a License or Permit without the approval or consent of Town, to the Licensee's affiliate or to any entity which acquires all or substantially all of the Licensee's assets in the market defined by the Federal Communications Commission in which the Licensee's Facilities are located by reason of a merger, acquisition, or other business reorganization. Licensees may not otherwise assign a License or Permit without the Town's consent, Town's consent not to be unreasonably withheld, conditioned or delayed. Any purported assignment in violation of this Section shall be void.

#### 13.3. Entire Agreement

These Terms and Conditions and any related Licenses represent the entire agreement of the Parties. There are no other agreements or terms, written or oral. Except for

those previously-executed and enforceable contracts, these Terms and Conditions and related Licenses supersedes all previous communications and representations between the Parties on the same subject matter, whether oral or written. All changes to any License agreed to by the Parties shall be in writing, and must be executed by both Parties.

#### 13.4. Severability

If any a provision of these Terms is invalidated by a court of competent jurisdiction, all other provisions hereof shall continue in effect.

#### 13.5. Governing Law and Choice of Forum

These Terms and all matters relating hereto shall be governed by, construed and interpreted in accordance with the laws of the State of Arizona without reference to principles of conflict of laws in Arizona or any other jurisdiction. Any proceeding shall be filed, prosecuted and resolved in the courts of the State of Arizona, state or federal, and venue for any litigation or other dispute shall be only in Pinal County, Arizona. The Parties waive any and all rights to a jury.

#### 13.6. Remedies Cumulative

All remedies specified in these Terms and all remedies provided by law or otherwise (except as specifically excluded herein), shall be cumulative and not alternative.

#### 13.7. Attorneys' Fees and Expenses

In the event of default by either Party or any action or suit arising out of these Terms and Conditions, any License or any individual Permit, the prevailing Party or the non-defaulting Party shall be entitled to recover its costs, expenses, reasonable attorneys' fees, experts' fees and witness fees of any type.

#### 13.8. Notices

Notices hereunder shall be given in writing delivered to the other party or mailed by registered or certified mail, return receipt requested, postage prepaid to the addresses set forth in the License and to the Town as follows:

If to Town: Town of Florence

Development Services Department Administration

PO Box 2670

Florence, AZ 85132

Attn: Director of Development

Services Town Manager

Copy to: Town of Florence Town Clerk

Attn: Lisa Garcia PO Box 2670 775 N. Main Street Florence. AZ 85132 By notice from time to time, a person may designate any other street address within Pinal County, Arizona as its address for giving notice hereunder. Service of any notice by mail shall be deemed to be complete three (3) days (excluding Saturday, Sunday and legal holidays) after the notice is deposited in the United States mail.





# TOWN OF FLORENCE COUNCIL ACTION FORM

#### AGENDA ITEM 8b.

ARIZONA ROCKIED	COUNCIL ACTION FORM	8b.		
MEETING DATE: August 20, 2018		<ul><li>✓ Action</li><li>☐ Information Only</li></ul>		
<b>DEPARTMENT:</b> Development Services, Planning Division		☐ Public Hearing ☐ Resolution		
STAFF PRESENTER: Dana Burkhardt, Planning Consultant		☐ Regulatory		
SUBJECT: Ordinance No. 662-18 Small Wireless Facility		☐ 1 <sup>st</sup> Reading ☐ 2 <sup>nd</sup> Reading		
Development Code Text Amendment (PZ-18-21-ORD) Public Hearing		☐ Other		
STRATEGIC PLAN RE	FERENCE:			
☐ Community Vitality ☐ Economic Prosperity ☐ Leadership and Governance				
☐ Partnerships and Relationships ☐ Transportation and Infrastructure				
⊠ Statutory ☐ Non	e			

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

On August 20, 2018, motion to approve (with amendments) Ordinance No. 662-18 for the Small Wireless Facility Development Code Text Amendment.

#### **OVERVIEW:**

On February 1, 2018, the Planning and Zoning Commission took action to initiate text amendments to the Florence Town Code to implement the State mandated requirements for Small Wireless Facilities (SWFs) within Town rights of way. Staff has consulted with stakeholders, the community at large, and researched best practices from other Arizona communities to develop a policy that will effectively address this mandate. The result of this effort culminates in the proposed draft amendments to the Town Code, Development Code, and the "Small Wireless Facilities Terms and Conditions."

This agenda item and report addresses proposed Ordinance Number 662-18, a text amendment to The Development Code of the Town of Florence amending the "Definitions" and "Part 9 Wireless Communications Facilities" Sections 150.031, and 150.180 to 150.184, respectively (Exhibit A).

#### BACKGROUND/DISCUSSION:

Town staff is proposing minor modifications to the Florence Development Code to regulate wireless facilities and monopoles within the parameters of HB 2365. Ordinance No. 662-18 would amend the Development Code provisions for wireless facilities to be compimentary to the proposed Town Code Business regulations of Ordinance No. 663-

Subject: SWF Amendment Ordinance 662-18 (PZ-18-21-ORD) Meeting Date: August 20, 2018

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18. For additional details surrounding Ordinance 663-18, please refer to concurrent agenda item and RCA on this agenda.

The HB 2365 legislation explicitly allows by right, without a zoning approval process, wireless carriers and wireless infrastructure providers to access the public right-of-way to collocate new small cell wireless sites on City street light poles, utility poles and other structures, build new poles for small cells, and under certain conditions build Monopoles and taller utility poles. Among other things, this proposed amendment will streamline the permitting process to install small wireless facilities in the rights of way and classify such facilities as a permitted use exempt from zoning review or approval in accordance with HB 2365.

In summary, Ordinance No. 662-18 amends the current Development Code provisions for wireless facilities to:

- Update the Development Code definitions related to wireless facilities.
- Clearly state the purpose and intent of Part 9 Wireless Communications Facilities.
- Clarify the "Administrative Review and Approval" section to exempt small wireless facilities within Town rights of way from zoning review, and defer to the proposed Town Code Section 120 and the proposed Terms and Conditions.
- Enhance design review and aesthetic criteria by prohibiting outdated tower designs (lattice and guy-wire) and encourage monopoles, camouflage, and stealth tower design when collocations are not feasible.

Planning Staff offers the following findings for the consideration of the Town Council:

- 1. The proposed text amendment addresses the State mandated requirements, within the timeframe imposed (policy to be in place no later than three (3) months from the time of receipt of a request to locate a small wireless facility within the Town right of way. No such request has been received to date.)
- 2. The proposed text amendment supports the following Strategic Plan Objectives:
  - a. <u>Transportation and Infrastructure</u>: Maintain, enhance and expand information technology (IT) infrastructure to pursue the goals, objectives and tasks as established by Town Council and the Strategic plan.
  - <u>Leadership and Governance</u>: Stay engaged with federal, state, regional and local government and regulatory agencies regarding existing and everevolving regulatory requirements.
- 3. Subject to the health concern of wireless antennas expressed during public comment (see below), the statutes authorize cities and towns to only deny an application if the request does not meet applicable codes that concern public safety or reasonable stealth and concealment requirements. At this time, there is no conclusive evidence or studies linking cellular antenna operations to health problems.

Subject: SWF Amendment Ordinance 662-18 (PZ-18-21-ORD) Meeting Date: August 20, 2018

#### **PUBLIC PARTICIPATION:**

Staff has complied with all applicable Town requirements and Arizona Revised Statutes regarding public notification and public participation. Public Notices for the Planning and Zoning Commission and Town Council Public Hearings were advertised in the local paper, the Florence Reminder. Meetings and public outreach for the proposed text amendment are as follows (\* denotes tentatively scheduled):

June 7, 2018	Planning and Zoning Commission Work Session
June 21, 2018	Planning and Zoning Commission Review/Discussion
July 12, 2018	Neighborhood Meeting (5-6PM Community Center)
July 19, 2018	Planning and Zoning Commission (public hearing)
August 6, 2018	Town Council (public hearing and 1st reading)
August 20, 2018	2nd Town Council reading and action

#### July 19, 2018 Public Hearing Testimony:

Elissa Moulton – Is on record requesting additional information of how cellular antennas work and the type of radio frequency they utilize. She also expressed concerns of health impacts from cellular antennas and equipment.

#### **FINANCIAL IMPACT:**

Neutral, approval or denial of this request has no impact to the Town's finances.

#### **RECOMMENDATION:**

The Planning and Zoning Commission found that Ordinance 662-18 complies with state mandate HB 2365 and is in the interest of general welfare, health and safety of the public. The Planning and Zoning Commission has forwarded a unanimous favorable recommendation on this proposed text amendment, as described in Exhibit A, to the Mayor and Town Council, subject to the following conditions:

- Update all proposed text amendment references to "Development Services
  Department" and "Development Services Director" to reflect the titles and positions
  currently established in the Town of Florence Code of Ordinances. (Exhibit A
  includes these updates)
- 2. Correct typographical and scrivener's errors as identified by Commissioner Frost during the discussion. (Exhibit A includes these updates)
- 3. Any additional modifications or changes deemed necessary by the Town Council.

Subject: SWF Amendment Ordinance 662-18 (PZ-18-21-ORD) Meeting Date: August 20, 2018

#### **ATTACHMENTS:**

Ordinance No. 662-18 Exhibit A – Dev Code Text Amendment

Subject: SWF Amendment Ordinance 662-18 (PZ-18-21-ORD) Page **4** of **4** Meeting Date: August 20, 2018

#### **ORDINANCE NO. 662-18**

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE TOWN OF FLORENCE CODE OF ORDINANCES TITLE XV "LAND USAGE" CHAPTER 150 OF THE DEVELOPMENT CODE, EXISTING SECTIONS 150.031 "DEFINITIONS" AND "PART 9 WIRELESS COMMUNICATIONS FACILITIES" SECTIONS 150.180 TO 150.184, (CASE PZ 18-21 ORD).

**WHEREAS**, Arizona State Legislature passed House Bill 2365 amending the Arizona Revised Statutes by adding Title 9, Chapter 5, Article 8 "Use of Public Highways by Wireless Providers"; and

**WHEREAS**, the Town Council has determined that it is in the best interest of the residents of Florence to make changes to the Florence Development Code Sections 150.031, and 150.180 to 150.184, such that it is advisable to amend aforementioned sections, as further set forth in <a href="Exhibit "A"</a>, which is attached hereto and incorporated herein by reference; and

**WHEREAS**, the Planning and Zoning Commission, after having held a public hearing on the case, has forwarded the Mayor and Town Council a unanimous favorable recommendation for the text amendment ordinance; and

**WHEREAS**, the Town Council has determined that, for the reasons set forth above and for the purpose of protecting the public health, safety and welfare of the residents and visitors of Florence, it is in the best interests of the Town to amend the Code of Ordinances as provided herein.

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

- Section 1. Any proposal for the construction or installation of new monopoles, poles associated with wireless facilities, or wireless facilities in the public right of way shall be subject to the following: Town of Florence Code of Ordinances Title XV Land Usage, Chapter 150 of the Florence Development Code Part 9 Wireless Communications Facilities Sections 150.180 to 150.184; the Town's licensing and permit requirements; the Town's reasonable design review and development standards; the Town's reasonable rates and fees as adopted by the Town; and all other applicable regulatory processes.
- Section 2. Existing Title XV of the Town of Florence Code of Ordinances is hereby amended by the revisions, additions, and deletions of the Development Code text as set forth in <a href="Exhibit">Exhibit "A."</a>

- Section 3. <u>Exhibit "A"</u> is hereby approved, adopted and incorporated into the Town of Florence Code of Ordinances Title XV Land Usage, Chapter 150 Development Code by reference, as fully as if set forth in this Ordinance in its entirety.
- Section 4. If any section, subsection, clause, phrase or portion of this Ordinance or any part of the amended and restated Town of Florence Code of Ordinances Title XV is for any reason held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.
- Section 5. One (1) paper copy and one (1) electronic copy of this ordinance are ordered to remain on file with the Town Clerk.

**PASSED AND ADOPTED** by the Mayor and Council of the Town of Florence this 20<sup>th</sup> day of August, 2018.

	Tara Walter, Mayor
ATTEST:	APPROVED AS TO FORM:
Lisa Garcia, Town Clerk	Clifford L. Mattice, Town Attorney

# Ordinance 662-18 EXHIBIT A

### Town of Florence HB2365 Small Wireless Facility Development Code Text Amendment

The following text in red are proposed additions to the Development Code, Planning & Zoning Commission recommended insertions are shown with red underline. Text with a strikethrough are proposed for deletion.

#### **DEFINITIONS**

#### **■§ 150.031 DEFINED WORDS.**

**ANTENNA(E).** Any exterior transmitting or receiving device mounted on a building or structure and used to transmit or receive communications that radiates or captures electromagnetic waves, digital signals, analog signals, radio frequencies (excluding radar signals), wireless telecommunication signals or other communication signals. This definition does not include a personal use antenna or amateur antenna.

**MONOPOLE.** A freestanding wireless support structure that is not more than 40 inches in diameter at the ground level and that has all of the wireless facilities mounted inside of the pole with exception of the antenna(s) and necessary concealed ground equipment. A monopole may also be an alternative tower structure that is designed to replicate a tree or other natural feature (aka. stealth).

**TOWER**. Any structure that is designed and constructed primarily for the purpose of supporting one or more wireless facilities, antennas for telephone, radio, and similar communication purposes, including monopole towers. The term includes, but is not limited to, radio and television transmission towers, microwave towers, common-carrier towers, cellular telephone towers, stealth towers and alternative tower structures. The term also includes the structure and any support thereto.

#### **WIRELESS COMMUNICATION FACILITY.:**

- (a) means equipment at a fixed location that enables wireless communications between user equipment and a communications network, including both of the following:
  - (i) equipment associated with wireless communications.
  - (ii) radio transceivers, antennas, coaxial or fiber-optic cables, regular and backup power supplies and comparable equipment, regardless of technological configuration.
- (b) includes small wireless facilities.
- (c) does not include the structure or improvements on, under or within which the equipment is collocated.
- (d) does not include non-commercial, non-business fixed wireless communications, such as television and satellite reception antennae or amateur radio antennae

**WIRELESS COMMUNICATION FACILITY, SMALL**. A wireless facility that meets both of the following qualifications:

(a) each antenna is located inside an enclosure of not more than six cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of the

antenna's exposed elements could fit within an imaginary enclosure of not more than six cubic feet in volume.

- (b) all other wireless equipment associated with the facility is cumulatively not more than twenty-eight cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume pursuant to this code:
  - (i) an electric meter.
  - (ii) concealment elements.
  - (iii) a telecommunications demarcation box.
  - (iv) ground-based enclosures.
  - (v) grounding equipment.
  - (vi) a power transfer switch.
  - (vii) a cut-off switch.
  - (viii) vertical cable runs for the connection of power and other services

(Ord. 662-18, passed <u>DATE</u>)

#### PART 9. WIRELESS COMMUNICATIONS FACILITIES

#### § 150.180 PURPOSE. GENERAL APPLICABILITY.

*WIRELESS COMMUNICATIONS FACILITIES*, as herein defined, require specified, additional conditions and design criteria other than those used only for non-commercial, non-business fixed wireless communications, such as television and satellite reception antennae or amateur radio antennae which are exempt.

The purpose of this Article is to establish general requirements for the installation of wireless communications facilities, including towers and antennas. The goals of this Article are to:

- (A) Minimize the adverse visual effects of towers through careful design, siting, and screening, while preserving the rights of wireless telecommunications providers;
  - (B) Encourage the location of towers in non-residential areas;
  - (C) Minimize the total number of towers throughout the community;
- (D) Strongly encourage the joint use (co-location) of new and existing tower sites as a primary option rather than construction of additional single-use towers;
- (E) Encourage users of towers and antennas to locate them, to the extent possible, in areas where the adverse impact on the community is minimal;

- (F) Encourage users of towers and antennas to configure them in a way that minimizes the adverse visual impact of the towers and antennas through careful design, siting, screening, and innovative camouflaging techniques;
- (G) Enhance the ability of the providers of telecommunications services to provide such services to the community quickly, effectively and efficiently; and
- (H) Avoid potential damage to adjacent properties from tower failure through engineering and careful siting of tower structures.

(Prior Code, Ch. 4, Art. IV, § 4-316) (Ord. 432-06, passed 6-19-2006) (Ord. 662-18, passed DATE)

#### **§ 150.181 ADMINISTRATIVE REVIEW AND APPROVAL.**

The following wireless communications facilities may be approved administratively by the <u>Town Manager Zoning Administrator</u> or designee upon satisfactory review by the Technical Advisory Committee through the design review and building permit process, unless otherwise specified herein:

Wireless communications (A) fFacilities comprised of panel antennae mounted on or against an existing structure, or antennae attached to a 69kV or higher power line tower or pole which does not raise the height of the tower or pole more than 15 feet above its original height, when not located within Town-owned right of way; or

- (B) #New antennae attached to an existing, conforming wireless communications tower which does not raise the height of the tower more than 15 feet above its original height when not located within Town-owned right of way may be approved by the Planning Director after review and approval by the Site Plan Review Committee.; or
- (C) Small Wireless Communications Facilities located within Town-owned right of way shall be subject to the town's Small Wireless Facility Terms and Conditions, Wireless Facility License Agreement, and Permit requirements. Refer to Town Code §120.

(Prior Code, Ch. 4, Art. IV, § 4-317) (Ord. 432-06, passed 6-19-2006) (Ord. 662-18, passed DATE)

#### **■§ 150.182 REQUIRED INFORMATION.**

- (A) Site plan approval is required.
- (B) At the time of request the applicant shall also submit:
- (1) A current map, or update to an existing map on file showing locations of applicant's antenna(e) and facilities and all other known existing and proposed wireless

communications towers within a one-mile radius of the proposed tower and the following accompanying information:

- (a) Report from a structural Engineer registered in the state showing the tower antenna capacity by type and number, and a certification that the tower and attached equipment is designed to withstand winds in accordance with ANSUEIA/TIA 222 (latest revision) standards;
- (b) Complete names and addresses of the owners of all antennae and equipment to be located at the site as of the date of application;
  - (c) Written authorization for the use from the site owner; and
- (d) Provide the town with a plan for the total build-out in the town. This allows the town to coordinate tower locations with other applicants.
  - (2) Proof that:
- (a) Reasonable measures have been taken to assure that the proposed structure will be placed in a location which will minimize the visual impact on the surrounding area;
- (b) The proposed antenna and equipment could not be placed on a preexisting facility under control of the applicant and function under applicable regulatory and design requirements without unreasonable modification;
- (c) If the application is for siting in a residential area, the area cannot be adequately served by a facility placed in a non-residential area; and
- (d) A new tower is designed to accommodate the applicant's potential future needs, is of suitable construction and should be adapted to allow the co-location of additional antennae.
  - (3) A written agreement that:
- (a) The tower and/or antenna shall be removed within 180 days of cessation of use, and to return the area to its condition prior to the construction of the tower;
- (b) The applicant's service is subordinate to essential public communications services and agreement to suspend use of any site which may be in conflict with the services, regardless of the reason for the conflict, until the conflict is resolved; and
- (c) All applicable health, nuisance, fire and safety codes are met. If upon inspection, the town determines that a wireless communications facility fails to comply with the agreements or applicable codes, the owner of the facility will have 30 days to bring the facility into compliance. Failure to bring the facility into compliance within 30 days will constitute grounds for the removal of the facility at the owner's expense.

(Prior Code, Ch. 4, Art. IV, § 4-318) (Ord. 432-06, passed 6-19-2006)

#### **■§ 150.183 DESIGN CRITERIA.**

- (A) *Physical appearance.* To the extent possible, materials, colors, textures and landscaping shall be designed to blend in with the surrounding setting. A tower shall be finished or painted so as to minimize visual obtrusiveness and shall not be illuminated unless otherwise required by state or federal regulations. Panel antennae and their associated cables and hardware mounted on or against an existing structure shall be architecturally integrated and painted to match the existing façade, or be otherwise camouflaged to reduce their visual impact.
- (B) Signs and communications tower. No signage shall be allowed on an antenna or communications tower. A sign identifying operator/provider contact information, restricting trespass, warning of life safety risks, and other similar notification is required. No other signage shall be allowed on an antenna or communications tower.
- (C) *Distance*. A tower and attached appurtenances must be set back from all nonresidential lot lines a minimum distance equal to the height of the tower and from all residential lot lines a minimum distance equal to the height of the tower plus 20%.
- (D) New communications towers. No new communications tower shall be located within 1,320 feet of an existing tower unless the existing tower does not meet the structural specifications or technical requirements necessary for additional antenna co-location, or unless a co-location agreement could not be obtained at commercial reasonable terms and conditions, including price. Communications towers used to support athletic field lighting or parking lot lighting, and communications towers which are camouflaged to disguise the presence of commercial antennas shall be exempt from this requirement.
- (E) *Height.* In all districts, towers, antennae and all related wireless communication facilities mounted on buildings, water tanks or collocated on other structures other than freestanding or and guyed communications towers must not extend more than ten feet above the highest part of the structure. Refer to subsection (F) for freestanding tower height restrictions.
- (F) Freestanding or and guyed towers. New Efreestanding lattice or guyed towers are not permitted. Monopoles and camouflaged or "stealth" tower applications may be placed located in the following all zoning districts and subject to the maximum building height of the specified district following height limitations, unless express waiver is provided granted by Town Council at the time of special permit with an approved Conditional Use Permit. approval.

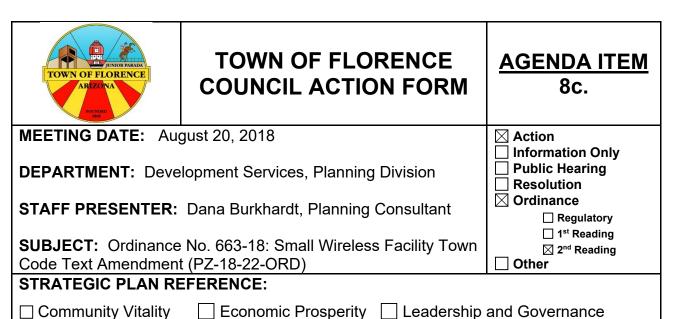
- (G) All districts. Freestanding or guyed towers Monopole and camouflaged or "stealth" towers height shall not exceeding ten feet above the maximum height permitted in the specified district and shall not exceed a maximum of fifty (50) feet in height.
- (H) *Wind Loading.* Anticipated wind load shall not exceed 25% of the yield strength of the monopole or utility pole base material.

(Prior Code, Ch. 4, Art. IV, § 4-319) (Ord. 432-06, passed 6-19-2006) (Ord. 662-18, passed DATE)

## § 150.184 REPLACEMENT AND/OR REBUILDING OF WIRELESS COMMUNICATIONS TOWERS.

Pre-existing nonconforming wireless communications towers which have been destroyed or structurally damaged shall be replaced with towers meeting the requirements as provided in this Development Code., except that they may be rebuilt to their original height and in their original location, regardless of setback requirements.

(Prior Code, Ch. 4, Art. IV, § 4-320) (Ord. 432-06, passed 6-19-2006) (Ord. 662-18, passed DATE)



Transportation and Infrastructure

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

Partnerships and Relationships

None

Adoption of Ordinance No. 663-18: AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE TOWN OF FLORENCE CODE OF ORDINANCES TITLE XI "BUSINESS REGULATIONS", BUT NOT LIMITED TO, NEW PROVISIONS REGARDING SMALL WIRELESS FACILITIES AND RATES AND FEES FOR USE OF THE PUBLIC RIGHT OF WAY AND TOWN STRUCTURES, (CASE PZ 18-22 ORD).

#### **OVERVIEW:**

Statutory

On February 1, 2018, the Planning and Zoning Commission took action to initiate text amendments to the Florence Town Code to implement the State mandated requirements for Small Wireless Facilities (SWFs) within Town rights of way. Staff has consulted with stakeholders, the community at large, and researched best practices from other Arizona communities to develop a policy that will effectively address this mandate. The result of this effort culminates in the proposed draft amendments to the Town Code, Land Development Code, and the "Small Wireless Facilities Terms and Conditions."

This agenda item and RCA addresses proposed Ordinance Number 663-18, a text amendment to the Florence Town Code of Ordinances to add Section 120 "Small Wireless Facilities" to Title XI Business Regulations (Exhibit C).

#### **BACKGROUND/DISCUSSION:**

Subject: SWF Amendment Ordinance 663-18 (PZ-18-22-ORD) Meeting Date: August 20, 2018

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On March 31, 2017, House Bill 2365 was signed into law, which amended Title 9, Chapter 5 of the Arizona Revised Statutes, by adding Article 8 "Use of Public Highways by Wireless Providers." The new statutes are ARS Sections 9-591 through 9-599.

HB 2365 requires municipalities to allow SWFs or "small cells" to be installed within the public right-of-way and Town easements. Small cells are different from typical wireless facilities. As the name implies, they are much smaller and cover limited areas. Small cells are low-powered wireless base stations that typically provide coverage for targeted indoor and outdoor areas of varying sizes (e.g., homes, office buildings, shopping malls, and stadiums). SWFs allow wireless service providers to add capacity to their networks by

providing improved access for cell phone coverage and high-speed wireless data services not being served by traditional cell sites.

Small cells typically are attached to vertical structures within the right of way, such as light poles, utility poles, and traffic signal poles, to form a network. HB 2365 allows wireless providers to construct, install, modify, mount, maintain, operate, and replace utility poles associated with the collocation of small cells and to do the same for monopoles that are associated with the collocation of all wireless facilities, not just small cells.

Town staff proposes Ordinance No. 663-18, which amends the Florence Town Code of Ordinances by inserting Chapter 120 "Small Wireless Facilities", under Title XI: "Business Regulations" to establish licensing requirements and other provisions for wireless providers to locate, maintain, and operate commercial wireless facilities within Town rights of way in accordance with statutory requirements (Exhibit C). Concurrently, staff also proposes complimentary Ordinance No. 662-18, which provides minor modifications to the Florence Development Code to regulate wireless facilities and



monopoles within the parameters of HB 2365 (refer to the following agenda item). The proposed amendments allow requests for SWFs in rights of way to be licensed and permitted in a similar manner as telecommunications and cable facilities within Town rights of way, although franchise/exclusive agreements with providers are prohibited. The proposed steps to permit SWFs in rights of way are as follows:

- License Wireless providers are first required to receive a license to operate in the right of way by Town Council, subject to "Terms and Conditions" (refer to separate agenda item).
- 2) **Design Review** Wireless providers may then apply for and receive Design Review and Site Plan approval for each proposed SWF.

Subject: SWF Amendment Ordinance 663-18 (PZ-18-22-ORD)
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Meeting Date: August 20, 2018

- 3) **Building Permit** Concurrent with Design Review, Wireless Providers may submit building permit application. Up to 25 facilities may be requested on one application, however individual building permits will be issued for each facility.
- 4) **ROW Encroachment Permit** Prior to commencement of construction within town rights of way, an approved encroachment permit is required.
- 5) **Annual Emergency Operations Permit** Wireless providers shall apply for and receive an annual permit for emergency operations for each facility located within the ROW.
- 6) **Duration** Applicants are permitted to operate and maintain their SWF's for a period of 10 years and may be granted an additional 10-year term.

The variety of scenarios presented in HB 2365 provides several options to wireless providers including major/minor collocations and modifications to their wireless facilities. For additional details of this legislation, please refer to the League of Cities and Towns SWF Guide (Exhibit A), and the adopted HB 2365 language (Exhibit B). Highlights of the bill are as follows:

- Prohibits cities from imposing moratorium on receiving and processing permits for wireless antennae applications.
- Explicitly allows by right, without a zoning approval process, wireless carriers and
  wireless infrastructure providers to access the public right-of-way to collocate new
  small cell wireless sites on City street light poles, utility poles and other structures,
  build new poles for small cells, and under certain conditions build Monopoles and
  taller utility poles.
- Streamlines the permitting process for attaching small cells making these facilities a permitted use exempt from zoning review or approval.
- Sets timeframes for the approval or denial of an application 75 days or the application is automatically approved.
- Requires a local government to grant approval unless the application does not meet regulations concerning public safety, design standards, concealment requirements or spacing requirements for ground-mounted equipment in the rightof-way.
- Bundling: Allows applicants seeking to collocate multiple small wireless facilities within the Town to file a consolidated application for up to 25 small wireless facilities so long as the collocations are substantially similar.
- Significantly reduces the amount of annual rent a City can charge for a small cell within the public right-of-way.

Planning Staff offers the following findings for the consideration of the Town Council:

1. The proposed text amendments and Terms and Conditions address the State mandated requirements, within the timeframe imposed (policy to be in place no later than three (3) months from the time of receipt of a request to locate a small wireless facility within the Town right of way. No such request has been received to date.)

Subject: SWF Amendment Ordinance 663-18 (PZ-18-22-ORD) Meeting Date: August 20, 2018

- 2. The proposed text amendments and Terms and Conditions support the following Strategic Plan Objectives:
  - a. <u>Transportation and Infrastructure</u>: Maintain, enhance and expand information technology (IT) infrastructure to pursue the goals, objectives and tasks as established by Town Council and the Strategic plan.
  - b. <u>Leadership and Governance</u>: Stay engaged with federal, state, regional and local government and regulatory agencies regarding existing and everevolving regulatory requirements.
  - 3. Subject to the health concern of wireless antennas expressed during public comment (see below), the statutes authorize cities and towns to only deny an application if the request does not meet applicable codes that concern public safety or reasonable stealth and concealment requirements. At this time, there is no conclusive evidence or studies linking cellular antenna operations to health problems.

Public hearing and first reading was held on August 6, 2018.

#### **PUBLIC PARTICIPATION:**

Staff has complied with all applicable Town requirements and Arizona Revised Statutes regarding public notification and public participation. Public Notices for the Planning and Zoning Commission and Town Council Public Hearings were advertised in the local paper, the Florence Reminder. Meetings and public outreach for the proposed text amendment Ordinances and Terms and Conditions are as follows (\* denotes tentatively scheduled):

June 7, 2018	Planning and Zoning Commission Work Session
June 21, 2018	Planning and Zoning Commission Review/Discussion
July 12, 2018	Neighborhood Meeting (5-6PM Community Center)
July 19, 2018	Planning and Zoning Commission (public hearing)
August 6, 2018	Town Council (public hearing and 1st reading)
August 20, 2018	2nd Town Council reading and action

#### July 19, 2018 Public Hearing Testimony:

Thomas Moulton – Is on record stating he does not want an antenna on the streetlight in front of his home. Thomas referenced an article from Santa Rosa, California, where residents argued against a new cell tower request, including health related concerns, which was ultimately denied by the legislative authority. Town should consider the health issues stemming from cellular antennas before allowing them to be constructed.

#### **FINANCIAL IMPACT:**

Neutral, approval or denial of this request has no impact to the Town's finances.

Subject: SWF Amendment Ordinance 663-18 (PZ-18-22-ORD) Meeting Date: August 20, 2018

#### **RECOMMENDATION:**

The Planning and Zoning Commission found that Ordinance No. 663-18 complies with state mandate HB 2365 and is in the interest of general welfare, health and safety of the public. The Planning and Zoning Commission has forwarded a unanimous favorable recommendation on Ordinance No. 663-18, to the Mayor and Town Council, subject to the following conditions:

- 1. Update all proposed text amendment references to "Development Services Department" and "Development Services Director" to reflect the titles and positions currently established in the Town of Florence Code of Ordinances. (Exhibit C illustrates these updates as tracked changes)
- 2. Correct typographical and scrivener's errors as identified by Commissioner Frost during the discussion. (Exhibit C illustrates these updates as tracked changes)
- 3. Any additional modifications or changes deemed necessary by the Town Council.

#### **ATTACHMENTS:**

Exhibit A – League of Cities and Towns SWF Guide

Exhibit B – HB 2365 Adopted ARS legislation text

Exhibit C – Ordinance No. 663-18: Proposed amendment to the Town Code Title XI, Article 120

Meeting Date: August 20, 2018

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# TOWN COUNCIL EXHIBIT A LEAGUE OF CITIES & TOWNS IMPLEMENTATION GUIDELINES

#### **Small Cell Overview**

On March 31, 2017, Arizona became the first state to adopt wireless industry-supported legislation granting right of way access to wireless providers to deploy technology known as small cell. Small cells are defined by the Federal Communications Commission (FCC) as low-powered wireless base stations that typically provide coverage for targeted indoor or localized outdoor areas ranging in size from homes and offices to stadiums, shopping malls, hospitals and metropolitan outdoor spaces. The installations of this equipment help wireless carriers add capacity to their networks to provide better access to cell phone coverage and high-speed wireless data services.

HB 2365 was supported by the four major wireless companies, AT&T, T-Mobile, Verizon and Sprint, as part of a nationwide effort to remove "overly-burdensome siting ordinances" and "excessive fees to gain access to municipal rights of way" to expedite the deployment of these wireless facilities and meet the exponential growth in mobile data usage. Florida, Colorado, Texas and Virginia are among the states that have adopted similar legislation while other states are considering bills on this subject.

Each introduced bill is different, but they all have common elements such as expedited timelines for processing applications, reduced and capped fees for right of way use and applications, presumed application approvals and limited scope for local governments to deny applications, and prohibited or limited zoning authority over attachments and new poles. The FCC has also taken steps to expedite deployment of wireless infrastructure by releasing a notice of proposed rulemaking in April of this year seeking comment on how current federal, state and local regulations impact the speed and cost of deploying wireless infrastructure, among other issues.

CTIA, the wireless industry's trade association, cites FCC data estimates showing that today nearly 70% of high-speed broadband usage in Arizona is conducted on mobile devices and wireless subscriptions have grown by 24% since 2010. In addition, they estimate wireless data usage has increased 238% since 2015.

In an effort to increase network capacity to support this demand for wireless connectivity, wireless companies have been deploying small cells on city-owned infrastructure, such as street lights and traffic signals, to increase cell coverage in areas that are not being served or are underserved by traditional macro cell towers. The technology is called small cell, but the equipment can be up to 28 cubic feet, the size of a household refrigerator, with up to six cubic feet of antennas, and attached to utility poles that can be up to 50 feet tall. Without standards to manage where new utility poles are erected and small cells installed, and how they blend in with the surrounding community, citizens will benefit from the increased cellular connectivity but could face increased visual blight and decreased property values.

In Arizona, small cells that have been deployed added capacity to wireless networks to provide flexible coverage that businesses and citizens of our state rely on while maintaining the visual character of the

community. Our cities and towns recognize that the growing digital economy requires a new and robust network of infrastructure coupled with a regulatory framework that allows for the fast deployment of new technology without sacrificing the aesthetics of our communities. That is why cities and towns of Arizona worked with the industry on crafting HB 2365 to allow for the streamlined deployment of small cell equipment while achieving our primary goal to manage design standards, require equipment to be stealth and concealed and meet applicable codes and public safety regulations, among other requirements.

Small cells and utility poles that meet these standards and specified size requirements are exempt from zoning review, which will expedite the siting process. Larger monopole structures and wireless facilities are subject to zoning review and all regulatory processes for managing the rights of way, which will provide cities and towns flexibility in determining the appropriate location and concealment of this equipment.

Cities and towns that have already been working with wireless carriers on small cell equipment siting will need to thoroughly review this new law to determine its impact on existing agreements, zoning codes and regulatory processes for siting new small cells, monopoles, and utility poles in the right of way. The League has published a document that will provide guidance on how to comply with this new law.

For questions, please contact League Legislative Associate Tom Savage at <a href="mailto:tsavage@azleague.org">tsavage@azleague.org</a>.

# LEGISLATIVE IMPLEMENTATION GUIDELINES

HB2365
WIRELESS FACILITIES;
RIGHTS-OF-WAY GUIDE
August, 2017



The HB 2365 Guide, published as a service to the members of the League of Arizona Cities and Towns, does not identify every provision of this new law. It is neither designed nor intended to provide legal advice or counsel. It should be used only as a reference tool and not as a comprehensive guidance document. In certain limited instances, the Guide does highlight action items that should be considered by cities and towns. In no case, however, should the Guide substitute for the independent judgment of your city or town manager or attorney.

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#### A. Introduction

On March 31, 2017 HB 2365 wireless facilities; rights-of-way was signed into law, which allows wireless providers to install and operate small cells and related equipment in city, town and county rights-of-way (ROW) and public easements, excluding deployment in areas outside of the right-of-way, on private easements or on electric distribution poles. Small cells are low-powered wireless base stations that typically provide coverage for targeted indoor or localized outdoor areas ranging in size from homes and offices to stadiums, shopping malls, hospitals and metropolitan outdoor spaces. The installations of this equipment in city and town rights-of-way help wireless carriers add capacity to their networks to provide better access to cell phone coverage and high-speed wireless data services in areas that are not being served by traditional cell sites.

The legislation also allows the wireless provider to construct, install, modify, mount, maintain, operate and replace utility poles that are associated with the collocation of small cells and to construct, install, modify, mount, maintain, operate and replace monopoles<sup>1</sup> that are associated with the collocation of wireless facilities (not just small cells) in the ROW.

While the legislation set the fees for small cells, it is silent on the fees for monopoles. Cities and towns are required to accept and process applications for the installation of new monopoles in the ROW<sup>2</sup> and to establish and make available rates, fees and terms for such monopoles.<sup>3</sup> Siting of monopoles is subject to zoning codes and other regulatory processes governing use of the ROW.<sup>4</sup> The installation, modification and replacement of monopoles are subject to municipal review regardless of the height of the monopole.<sup>5</sup>

Cities and towns that have already been working with wireless carriers on small cell equipment siting will need to thoroughly review this new law to determine its impact on existing agreements, existing zoning codes and regulatory processes for siting new small cells, monopoles, and utility poles in the ROW.

<sup>&</sup>lt;sup>1</sup> ARS 9-592(H)(3)

<sup>&</sup>lt;sup>2</sup> ARS 9-594(C)(1)

<sup>&</sup>lt;sup>3</sup> ARS 9-592(E)(1)

ARS 9-592(E)(J

ARS 9-594(A)

<sup>&</sup>lt;sup>5</sup> ARS 9-592(H)(3)

#### **B.** Effective Dates

The effective date of HB 2365 is August 9, 2017. Cities and towns are required to establish and make available rates, fees and terms that are consistent with HB 2365 by February 9, 2018 or three months after receiving the first request by a wireless provider, whichever is later.<sup>6</sup>

#### C. Key definitions<sup>2</sup>

**Applicable Codes:** Uniform building, fire, electrical, plumbing or mechanical codes that are adopted by a recognized national code organization or local amendments to those codes that are enacted to address threats of destruction of property or injury to persons.

**Authority:** Cities and towns

**Authority utility pole**: a utility pole, excluding a utility pole for electric distribution, that is owned or operated by an authority and that is in a ROW.

**Monopole**: a wireless support structure that is not more than 40 inches in diameter at the ground level and that has all of the wireless facilities mounted on or inside of the pole.

**Small wireless facility (SWF)**: a wireless facility that meets the following size qualifications of not more than:

- 1. 6 cubic feet of antennas, enclosed or fits within an imaginary enclosure;
- 2. 28 cubic feet of wireless equipment; and
- 3. 50 cubic feet of wireless equipment **only** if it was ground-mounted prior to August 9, 2017.

Equipment not included in size calculation:

- 1. Electric meters
- 2. Concealment elements
- 3. Demarcation boxes
- 4. Grounding equipment
- Power transfer switches
- 6. Cutoff switches
- 7. Vertical cable runs

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<sup>&</sup>lt;sup>6</sup> A.R.S. §§ 9-592(E), 9-595(D)

<sup>&</sup>lt;sup>7</sup> A.R.S. § 9-591

**Utility pole**: a pole or similar structure used in whole or part for communications services, electric distribution, lighting or traffic signals.

**Wireless facility**: Equipment, including small wireless facilities, that enables wireless communications between user equipment and a communications network, including:

- 1. Equipment associated with wireless communications; and
- 2. Radio transceivers, antennas, coaxial or fiber-optic cables, regular and backup power supplies and comparable equipment.

#### Wireless support structure: a freestanding structure, such as a:

- 1. Monopole:
- Guyed or self-supporting tower;
- 3. Sign or billboard; or
- 4. Any other existing or proposed structure designed to support, or capable of supporting SWFs.

The definition does not include a utility pole.

#### D. Application processes

#### 1. Applications that are NOT subject to zoning review:

#### **Utility poles**

A new, replacement or modified utility pole for SWF collocations installed in the ROW is **NOT** subject to zoning review or approval if it does not exceed the greater of either (i) <u>10 feet</u> above the tallest existing utility pole (excluding utility poles supporting only wireless facilities), that is located within <u>500 feet</u> of the proposed site for the new, replacement or modified pole if that existing pole was in place prior to August 9, 2017, but the new pole cannot be more than <u>50 feet</u> above ground level; or (ii) <u>40 feet</u> above ground level. The existing utility pole that is used as the basis for the new, replacement or modified utility pole must be in the same ROW and jurisdictional boundary of the city or town.

If there is no existing verticality, the new, replacement or modified utility pole may not exceed <u>40 feet</u> above ground level.<sup>8</sup>

Applications are required to be approved unless the utility pole does not comply with<sup>9</sup>:

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<sup>&</sup>lt;sup>8</sup> A.R.S. § 9-592(I)(1), (2)

<sup>&</sup>lt;sup>9</sup> A.R.S. § 9-592(K)

- 1. Applicable Codes;
- 2. Code provisions or regulations that concern public safety;
- 3. Objective design standards;
- 4. Reasonable stealth and concealment requirements;
- 5. Undergrounding requirements;
- Undergrounding requirements that may require a waiver before a new pole or monopole can be installed in the ROW without prior approval. The undergrounding requirements cannot prohibit the replacement of utility poles or monopoles.
- 7. Contractual requirements between a city or town and a private property owner concerning design standards for utility poles in the ROW; or
- 8. Reasonable spacing requirements concerning the location of new utility poles in the ROW.

#### **SWFs**

Collocations of new small wireless facilities are **NOT** subject to zoning review and approval if they do not exceed <u>10 feet</u> above the utility pole or wireless support structure (defined as including a monopole if there was an existing one in the ROW) and do not exceed <u>50 feet</u> above ground level.<sup>10</sup>

Applications for a permit to collocate SWFs to utility poles in the ROW, in any zone, are required to be approved unless the application does not meet;

- 1. Applicable Codes;
- 2. Code provisions or regulations that concern public safety;
- 3. Objective design standards for decorative utility poles;
- 4. Reasonable stealth and concealment requirements; or
- 5. Reasonable spacing requirements concerning the location of ground-mounted equipment. 11

**Note**: If a city or town determines that the utility pole or wireless support structure must be replaced prior to collocation, the application to collocate may be conditionally approved pending replacement of the utility pole or wireless support structure. Requests for replacement utility poles are to be processed pursuant to A.R.S. § 9-592.

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<sup>&</sup>lt;sup>10</sup> A.R.S. § 9-592(J)

<sup>&</sup>lt;sup>11</sup> A.R.S. § 9-593(F)(4)

Consolidated applications for the collocation of up to 25 SWFs may be submitted by an applicant only if all SWFs included are substantially the same type and involve substantially the same type of structure. SWF collocations may be removed from the application and considered separately if incomplete information was provided, the SWF does not qualify for consolidated treatment or the SWF is subject to a denial.

If a city or town denies an application for not meeting one or more of the requirements listed above, documentation must be submitted to the applicant on or before the date of denial that includes the specific code provisions, regulations or requirements on which the denial was based.

The applicant may resubmit the application to cure the deficiencies that the denial was based on within 30 days after denial. The city or town must approve or deny the resubmitted application within 30 days of receipt with no additional fee charged to the applicant. The review of the resubmitted application is limited to the deficiencies that were cited for the basis or denial.<sup>14</sup>

Listed below are the application timelines for small wireless facilities and utility poles and collocations to authority utility poles that are **NOT** subject to zoning review. If a city or town takes no action on the application within the specified time frame, the application is deemed approved.<sup>15</sup>

20 days to determine and notify applicant if application is complete

75 days to take action on application

30 days to take action on revised applications

#### 2. Applications subject to zoning review:

The modification of existing or the installation of new monopoles, the installation or collocation of wireless facilities, and the installation of utility poles and SWFs that exceed the heights that are exempt from zoning review are subject to all of the zoning codes, regulations and regulatory processes governing the rights-of-way. <sup>16</sup>

<sup>&</sup>lt;sup>12</sup> A.R.S. § 9-593(D)

<sup>&</sup>lt;sup>13</sup> A.R.S. § 9-593(F)(6)

<sup>&</sup>lt;sup>14</sup> A.R.S. § 9-593(F)(5)

<sup>&</sup>lt;sup>15</sup> A.R.S. §§ 9-593(F)(2), 9-593(F)(3), 9-595(D)(1) Note: Statute requires applications for collocating to authority utility poles to be processed in the same manner as applications to collocate to utility poles

Cities and towns are permitted to require reasonable appearance and concealment requirements and setback or fall zone requirements for these structures <sup>17</sup> and prohibit, regulate and charge for the collocation of a wireless facility on municipally-owned wireless support structures. <sup>18</sup>

The following are the time frames established for processing applications:

30 days to determine and notify applicant if application is complete
150 days to take action on application

Collocation of wireless facilities<sup>19</sup>:

30 days to determine and notify applicant if application is complete

90 days to take action on application

**Note:** The application time period for approval may be tolled to accommodate requests for information or extended by mutual agreement of the applicant and the city or town<sup>20</sup>.

A city or town may deny an application only if there is a reasonable basis for the denial and the denial is not discriminatory against the applicant with respect to the placement of the facilities of other wireless providers. If an application is denied, the city or town must notify the applicant in writing and provide substantial supporting evidence for the reason for denial.<sup>21</sup>

#### Rates and fees

Cities and towns are permitted to charge wireless providers a rate or fee for the use of and activities conducted in the ROW. Rates and fees are limited to the direct and actual cost of managing the ROW and may only be charged if other ROW users, such as telecom providers and utilities, are charged ROW use fees and there is legal authority for the fee. <sup>22</sup>

The rate or fee charged may not do any of the following:

<sup>&</sup>lt;sup>17</sup> A.R.S. § 9-594(E)

<sup>&</sup>lt;sup>18</sup> A.R.S. § 9-595(E)

<sup>&</sup>lt;sup>19</sup> A.R.S. § 9-594(C)(3)

<sup>&</sup>lt;sup>20</sup> A.R.S. § 9-594(C)(3) Note: Statute allows the time period to be tolled to accommodate timely requests for information or may be extended by mutual agreement of the city or town and the applicant.

<sup>&</sup>lt;sup>21</sup> A.R.S. § 9-594(C)(4)

<sup>&</sup>lt;sup>22</sup> A.R.S. § 9-592(C)

- 1. Result in a double recovery where existing rates, fees or taxes already recover ROW management costs;
- 2. Be in the form of a franchise or other revenue-based fees;
- 3. Be unreasonable or discriminatory;
- 4. Exceed the specified rate caps (see chart below). 23

In addition, rates and fees are capped as follows:

ROW use fee <sup>24</sup>	\$50/year x number of SWFs
ROW use fee for monopoles and	Limited to not more than the direct and
associated wireless facilities <sup>25</sup>	actual cost of managing the ROW
Authority utility pole attachment <sup>26</sup>	\$50/year

# Application for collocating SWFs<sup>27</sup>:

SWF collocation	\$100 per SWF up to five
	\$50 per additional SWF

# Batched applications up to 25 SWFs<sup>28</sup>:

First five SWFs @ \$100	\$500
Additional 20 sites @ \$50	\$1,000
Total for batch of 25	\$1,500

# Utility pole and monopole applications:

New, replacement or modified utility poles <b>NOT</b> subject to zoning review <sup>29</sup>	\$750
New, replacement or modified monopoles and utility poles and collocation of wireless facilities subject to zoning review <sup>30</sup>	

# E. Terms and conditions

In addition to the establishment of rates and fees described above, cities and towns are required to establish and make available to wireless providers terms and conditions for the following activities conducted in the ROW:

<sup>24</sup> A.R.S. § 9-592(C)(4)

<sup>&</sup>lt;sup>23</sup> A.R.S. § 9-592(D)

<sup>&</sup>lt;sup>25</sup> A.R.S. § 9-594(D)(5)

<sup>&</sup>lt;sup>26</sup> A.R.S. § 9-595(C)

<sup>&</sup>lt;sup>27</sup> A.R.S. §§ 9-593(I), 9-593(J)

<sup>&</sup>lt;sup>28</sup> A.R.S. § 9-592(D)

<sup>&</sup>lt;sup>29</sup> A.R.S. § 9-592(L)

<sup>&</sup>lt;sup>30</sup> A.R.S. § 9-594(E)(3)

- 1. Construction, installation, mounting, maintenance, operation or replacement of utility poles and monopoles;
- 2. Collocation of SWFs;
- 3. Collocation of wireless facilities on or within a monopole
- 4. Collocation of SWFs on authority utility poles.<sup>31</sup>

### The standard terms and conditions **MAY NOT**:

- 1. Be unreasonable or discriminatory
- 2. Require the placement of SWFs on any specific utility pole or category of poles
- 3. Require multiple antenna systems on a single utility pole
- 4. Require minimum separation distances for SWFs.

The standard terms and conditions may, however, include requirements that are applicable to other ROW users and require that the operation of SWFs do not interfere with public safety communications.<sup>32</sup> The terms must reasonably accommodate power supply and electric metering for the SWF.

The wireless provider may accept the standard terms and conditions or they may negotiate with the city or town for different or additional terms.

The legislation is silent as to whether the time deadlines for granting or denying the application are then tolled while the negotiations are taking place.

### **Existing agreements**

Existing agreements with wireless providers that are in effect on August 9, 2017 will remain in effect subject to applicable termination provisions. Wireless providers may accept the new rates, fees and terms that are consistent with HB 2365 for SWF's and utility poles that are the subject of an application submitted after the rates, fees and terms become effective. .<sup>33</sup>

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<sup>&</sup>lt;sup>31</sup> A.R.S. §§ 9-592(E), 9-595(D)

<sup>&</sup>lt;sup>32</sup> A.R.S. §§ 9-592(F), 9-595(D)

<sup>&</sup>lt;sup>33</sup> A.R.S. § 9-592(G)

# Frequently asked questions

- **Q.** Relocation of wireless equipment?
- **A.** A.R.S. § 9-596(D) requires wireless equipment to be relocated at no cost to the city or town in order to accommodate a public project but does not specify any particular type of project.
- **Q.** Are cities and towns permitted to apply spacing requirements for siting of new utility poles and equipment?
- **A.** A.R.S. § 9-592(K)(4) allows cities and towns to apply "reasonable" spacing requirements to applications for new utility poles in the ROW in addition to "reasonable" spacing for ground-mounted equipment.
- **Q.** Are cities and towns able to reserve space on poles as well as conduit and fiber?
- **A.** A.R.S. § 9-593(G)(1) prohibits cities and towns from requiring applicants to reserve conduit, fiber or pole space on a wireless provider's pole for the city or town. There is no similar prohibition for municipally-owned poles.
- **Q.** What period of time does the new law provide for wireless providers to operate their equipment in the ROW?
- **A.** Application approval allows the applicant to operate and maintain new, modified or replacement poles<sup>34</sup> and SWFs<sup>35</sup> for 10 years, subject to applicable relocation requirements and terms and conditions.
- **Q.** Is there a time frame within which the wireless provider must complete construction or installation of the small cell for operational use?
- **A.** Yes. For utility poles<sup>36</sup> the construction, installation, mounting, maintenance, modification, operation or replacement for which a permit is granted shall be completed within 180 days after the permit issuance date, unless the city or town and the wireless provider agree to extend the period or a delay is caused by lack of commercial power at the site and for small cells, they must be operational within that time period.<sup>37</sup>

<sup>&</sup>lt;sup>34</sup> A.R.S. § 9-592(M)(2)

<sup>&</sup>lt;sup>35</sup> A.R.S. § 9-593(H)(3)

<sup>30</sup> ARS 9-592(M)

<sup>&</sup>lt;sup>37</sup> ARS 9-593(E) and ARS 9-593(H) (collocations)

- **Q.** What ability does a city or town have to address the radio frequency (RF) emissions from small cells?
- **A.** The city or town may require the applicant to certify that the SWF to be collocated comply with the FCC's regulations concerning RF emissions. Beyond that, there is no basis to deny access to the ROW if compliance is demonstrated.
  - **Q.** What does the legislation say with respect to ground equipment?
- **A.** A city or town may adopt reasonable requirements regarding the appearance and concealment of facilities, including those relating to materials used for arranging, screening or landscaping.<sup>38</sup> Facilities must be constructed, maintained and located so that they don't obstruct, endanger or hinder the usual travel or public safety on the ROW.<sup>39</sup>
  - **Q.** Who will own the replacement utility pole?
  - **A.** The city or town. 40

<sup>&</sup>lt;sup>38</sup> ARS 9-594(E)(1)

<sup>&</sup>lt;sup>39</sup> ARS 9-598

<sup>&</sup>lt;sup>40</sup> ARS 9-595(D)(1)

State of Arizona House of Representatives Fifty-third Legislature First Regular Session 2017

# **CHAPTER 124**

# **HOUSE BILL 2365**

### AN ACT

AMENDING TITLE 9, CHAPTER 5, ARIZONA REVISED STATUTES, BY ADDING ARTICLE 8; AMENDING TITLE 11, ARIZONA REVISED STATUTES, BY ADDING CHAPTER 13; RELATING TO WIRELESS SERVICES.

(TEXT OF BILL BEGINS ON NEXT PAGE)

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Be it enacted by the Legislature of the State of Arizona:

Section 1. Title 9, chapter 5, Arizona Revised Statutes, is amended by adding article 8, to read:

ARTICLE 8. USE OF PUBLIC HIGHWAYS BY WIRELESS PROVIDERS

#### 9-591. Definitions

IN THIS ARTICLE, UNLESS THE CONTEXT OTHERWISE REQUIRES:

- 1. "ANTENNA" MEANS COMMUNICATIONS EQUIPMENT THAT TRANSMITS OR RECEIVES ELECTROMAGNETIC RADIO FREQUENCY SIGNALS AND THAT IS USED IN PROVIDING WIRELESS SERVICES.
- 2. "APPLICABLE CODES" MEANS UNIFORM BUILDING, FIRE, ELECTRICAL, PLUMBING OR MECHANICAL CODES THAT ARE ADOPTED BY A RECOGNIZED NATIONAL CODE ORGANIZATION OR LOCAL AMENDMENTS TO THOSE CODES THAT ARE ENACTED TO ADDRESS THREATS OF DESTRUCTION OF PROPERTY OR INJURY TO PERSONS AND TO AN EXTENT THAT IS NOT INCONSISTENT WITH THIS ARTICLE.
- 3. "APPLICANT" MEANS ANY PERSON THAT SUBMITS AN APPLICATION AND THAT IS A WIRELESS PROVIDER.
- 4. "APPLICATION" MEANS A REQUEST THAT IS SUBMITTED BY AN APPLICANT TO AN AUTHORITY FOR A PERMIT TO COLLOCATE SMALL WIRELESS FACILITIES OR TO APPROVE THE INSTALLATION, MODIFICATION OR REPLACEMENT OF A UTILITY POLE OR WIRELESS SUPPORT STRUCTURE.
- 5. "AUTHORITY" MEANS ANY CITY, TOWN, SPECIAL DISTRICT OR POLITICAL SUBDIVISION OF THIS STATE THAT IS AUTHORIZED TO MAKE LEGISLATIVE, QUASI-JUDICIAL OR ADMINISTRATIVE DECISIONS CONCERNING AN APPLICATION. AUTHORITY DOES NOT INCLUDE ANY STATE COURT THAT HAS JURISDICTION OVER AN AUTHORITY AND DOES NOT INCLUDE A COUNTY, SPECIAL TAXING DISTRICT, OR ELECTRIC COOPERATIVE.
- 6. "AUTHORITY UTILITY POLE" MEANS A UTILITY POLE THAT IS OWNED OR OPERATED BY AN AUTHORITY AND THAT IS IN A RIGHT-OF-WAY. AUTHORITY UTILITY POLE DOES NOT INCLUDE A UTILITY POLE FOR ELECTRIC DISTRIBUTION.
- 7. "CABLE OPERATOR" HAS THE SAME MEANING PRESCRIBED IN SECTION 9-505. CABLE OPERATOR DOES NOT INCLUDE A SPECIAL TAXING DISTRICT.
- 8. "COLLOCATE" OR "COLLOCATION" MEANS TO INSTALL, MOUNT, MAINTAIN, MODIFY, OPERATE OR REPLACE WIRELESS FACILITIES ON, WITHIN OR ADJACENT TO A WIRELESS SUPPORT STRUCTURE OR UTILITY POLE.
- 9. "COMMUNICATIONS SERVICE" MEANS CABLE SERVICE AS DEFINED IN 47 UNITED STATES CODE SECTION 522(6), INFORMATION SERVICE AS DEFINED IN 47 UNITED STATES CODE SECTION 153(24), TELECOMMUNICATIONS SERVICE AS DEFINED IN 47 UNITED STATES CODE SECTION 153(53) OR WIRELESS SERVICE.
- 10. "COMMUNICATIONS SERVICE PROVIDER" MEANS A CABLE OPERATOR, A PROVIDER OF INFORMATION SERVICE AS DEFINED IN 47 UNITED STATES CODE SECTION 153(24), A TELECOMMUNICATIONS CARRIER AS DEFINED IN 47 UNITED STATES CODE SECTION 153(51) OR A WIRELESS SERVICES PROVIDER.
  - 11. "FEE" MEANS A ONE-TIME CHARGE.
- 12. "LAW" MEANS ANY FEDERAL, STATE OR LOCAL LAW, STATUTE, COMMON LAW, CODE, RULE, REGULATION, ORDER OR ORDINANCE.

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- 13. "MONOPOLE" MEANS A WIRELESS SUPPORT STRUCTURE THAT IS NOT MORE THAN FORTY INCHES IN DIAMETER AT THE GROUND LEVEL AND THAT HAS ALL OF THE WIRELESS FACILITIES MOUNTED ON THE POLE OR CONTAINED INSIDE OF THE POLE.
- 14. "PERMIT" MEANS WRITTEN PERMISSION REQUIRED BY AN AUTHORITY TO INSTALL, MOUNT, MAINTAIN, MODIFY, OPERATE OR REPLACE A UTILITY POLE OR MONOPOLE, TO COLLOCATE A SMALL WIRELESS FACILITY ON A UTILITY POLE OR WIRELESS SUPPORT STRUCTURE OR TO COLLOCATE WIRELESS FACILITIES ON A MONOPOLE.
- 15. "PERSON" MEANS AN INDIVIDUAL, CORPORATION, LIMITED LIABILITY COMPANY, PARTNERSHIP, ASSOCIATION, TRUST OR OTHER ENTITY OR ORGANIZATION, INCLUDING AN AUTHORITY.
- 16. "PRIVATE EASEMENT" MEANS AN EASEMENT OR OTHER REAL PROPERTY RIGHT THAT IS ONLY FOR THE BENEFIT OF THE GRANTOR AND GRANTEE AND THE GRANTOR'S OR GRANTEE'S SUCCESSORS AND ASSIGNS.
  - 17. "RATE" MEANS A RECURRING CHARGE.
- 18. "RIGHT-OF-WAY" MEANS THE AREA ON, BELOW OR ABOVE A PUBLIC ROADWAY, HIGHWAY, STREET, SIDEWALK, ALLEY OR UTILITY EASEMENT. RIGHT-OF-WAY DOES NOT INCLUDE A FEDERAL INTERSTATE HIGHWAY, A STATE HIGHWAY OR STATE ROUTE UNDER THE JURISDICTION OF THE DEPARTMENT OF TRANSPORTATION, A PRIVATE EASEMENT, PROPERTY THAT IS OWNED BY A SPECIAL TAXING DISTRICT, OR A UTILITY EASEMENT THAT DOES NOT AUTHORIZE THE DEPLOYMENT SOUGHT BY THE WIRELESS PROVIDER.
- 19. "SMALL WIRELESS FACILITY" MEANS A WIRELESS FACILITY THAT MEETS BOTH OF THE FOLLOWING QUALIFICATIONS:
- (a) ALL ANTENNAS ARE LOCATED INSIDE AN ENCLOSURE OF NOT MORE THAN SIX CUBIC FEET IN VOLUME OR, IN THE CASE OF AN ANTENNA THAT HAS EXPOSED ELEMENTS, THE ANTENNA AND ALL OF THE ANTENNA'S EXPOSED ELEMENTS COULD FIT WITHIN AN IMAGINARY ENCLOSURE OF NOT MORE THAN SIX CUBIC FEET IN VOLUME.
- (b) ALL OTHER WIRELESS EQUIPMENT ASSOCIATED WITH THE FACILITY IS CUMULATIVELY NOT MORE THAN TWENTY-EIGHT CUBIC FEET IN VOLUME, OR FIFTY CUBIC FEET IN VOLUME IF THE EQUIPMENT WAS GROUND MOUNTED BEFORE THE EFFECTIVE DATE OF THIS SECTION. THE FOLLOWING TYPES OF ASSOCIATED ANCILLARY EQUIPMENT ARE NOT INCLUDED IN THE CALCULATION OF EQUIPMENT VOLUME PURSUANT TO THIS SUBDIVISION:
  - (i) AN ELECTRIC METER.
  - (ii) CONCEALMENT ELEMENTS.
  - (iii) A TELECOMMUNICATIONS DEMARCATION BOX.
  - (iv) GROUNDING EQUIPMENT.
  - (v) A POWER TRANSFER SWITCH.
  - (vi) A CUTOFF SWITCH.
- (vii) VERTICAL CABLE RUNS FOR THE CONNECTION OF POWER AND OTHER SERVICES.
- 20. "SPECIAL TAXING DISTRICT" MEANS A SPECIAL DISTRICT FORMED PURSUANT TO TITLE 48, CHAPTER 11, 12, 17, 18, 19, 20 OR 22.

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- 21. "UTILITY POLE" MEANS A POLE OR SIMILAR STRUCTURE THAT IS USED IN WHOLE OR IN PART FOR COMMUNICATIONS SERVICES, ELECTRIC DISTRIBUTION, LIGHTING OR TRAFFIC SIGNALS. UTILITY POLE DOES NOT INCLUDE A MONOPOLE.
  - 22. "WIRELESS FACILITY":
- (a) MEANS EQUIPMENT AT A FIXED LOCATION THAT ENABLES WIRELESS COMMUNICATIONS BETWEEN USER EQUIPMENT AND A COMMUNICATIONS NETWORK, INCLUDING BOTH OF THE FOLLOWING:
  - (i) EQUIPMENT ASSOCIATED WITH WIRELESS COMMUNICATIONS.
- (ii) RADIO TRANSCEIVERS, ANTENNAS, COAXIAL OR FIBER-OPTIC CABLES, REGULAR AND BACKUP POWER SUPPLIES AND COMPARABLE EQUIPMENT, REGARDLESS OF TECHNOLOGICAL CONFIGURATION.
  - (b) INCLUDES SMALL WIRELESS FACILITIES.
- (c) DOES NOT INCLUDE THE STRUCTURE OR IMPROVEMENTS ON, UNDER OR WITHIN WHICH THE EQUIPMENT IS COLLOCATED, WIRELINE BACKHAUL FACILITIES, COAXIAL OR FIBER-OPTIC CABLE THAT IS BETWEEN WIRELESS SUPPORT STRUCTURES OR UTILITY POLES OR COAXIAL OR FIBER-OPTIC CABLE THAT IS OTHERWISE NOT IMMEDIATELY ADJACENT TO, OR DIRECTLY ASSOCIATED WITH, AN ANTENNA.
- (d) DOES NOT INCLUDE WI-FI RADIO EQUIPMENT DESCRIBED IN SECTION 9-506, SUBSECTION I OR MICROCELL EQUIPMENT DESCRIBED IN SECTION 9-584, SUBSECTION E.
- 23. "WIRELESS INFRASTRUCTURE PROVIDER" MEANS ANY PERSON THAT IS AUTHORIZED TO PROVIDE TELECOMMUNICATIONS SERVICE IN THIS STATE AND THAT BUILDS OR INSTALLS WIRELESS COMMUNICATIONS TRANSMISSION EQUIPMENT, WIRELESS FACILITIES, UTILITY POLES OR MONOPOLES BUT THAT IS NOT A WIRELESS SERVICES PROVIDER. WIRELESS INFRASTRUCTURE PROVIDER DOES NOT INCLUDE A SPECIAL TAXING DISTRICT.
- 24. "WIRELESS PROVIDER" MEANS A CABLE OPERATOR, WIRELESS INFRASTRUCTURE PROVIDER OR WIRELESS SERVICES PROVIDER.
- 25. "WIRELESS SERVICES" MEANS ANY SERVICES THAT ARE PROVIDED TO THE PUBLIC AND THAT USE LICENSED OR UNLICENSED SPECTRUM, WHETHER AT A FIXED LOCATION OR MOBILE, USING WIRELESS FACILITIES.
- 26. "WIRELESS SERVICES PROVIDER" MEANS A PERSON THAT PROVIDES WIRELESS SERVICES. WIRELESS SERVICES PROVIDER DOES NOT INCLUDE A SPECIAL TAXING DISTRICT.
  - 27. "WIRELESS SUPPORT STRUCTURE":
  - (a) MEANS:
  - (i) A FREESTANDING STRUCTURE, SUCH AS A MONOPOLE.
  - (ii) A TOWER, EITHER GUYED OR SELF-SUPPORTING.
    - (iii) A SIGN OR BILLBOARD.
- 40 (iv) ANY OTHER EXISTING OR PROPOSED STRUCTURE DESIGNED TO SUPPORT 41 OR CAPABLE OF SUPPORTING SMALL WIRELESS FACILITIES.
  - (b) DOES NOT INCLUDE A UTILITY POLE.

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 9-592. Applicability: wireless provider: use of right-of-way: rates, fees and terms: right to access: damage and repair

- A. THIS SECTION APPLIES TO THE ACTIVITIES OF A WIRELESS PROVIDER WITHIN A RIGHT-OF-WAY.
- B. AN AUTHORITY MAY NOT ENTER INTO AN EXCLUSIVE ARRANGEMENT WITH A WIRELESS PROVIDER FOR USE OF A RIGHT-OF-WAY FOR ANY OF THE FOLLOWING:
- 1. THE CONSTRUCTION, INSTALLATION, MAINTENANCE, MODIFICATION, OPERATION OR REPLACEMENT OF UTILITY POLES OR MONOPOLES.
- 2. THE COLLOCATION OF SMALL WIRELESS FACILITIES ON UTILITY POLES OR WIRELESS SUPPORT STRUCTURES.
  - 3. THE COLLOCATION OF WIRELESS FACILITIES ON MONOPOLES.
- C. AN AUTHORITY MAY CHARGE A WIRELESS PROVIDER A RATE OR FEE FOR THE USE OF A RIGHT-OF-WAY FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, MODIFICATION, OPERATION OR REPLACEMENT OF A UTILITY POLE IN THE RIGHT-OF-WAY OR THE COLLOCATION OF A SMALL WIRELESS FACILITY IN THE RIGHT-OF-WAY, ONLY IF THE AUTHORITY CHARGES OTHER COMMUNICATIONS SERVICE PROVIDERS OR PUBLICLY, COOPERATIVELY OR MUNICIPALLY OWNED UTILITIES FOR THE USE OF THE RIGHT-OF-WAY AND THE AUTHORITY HAS THE LEGAL AUTHORITY TO DO SO. IF AN AUTHORITY CHARGES A RATE OR FEE PURSUANT TO THIS SECTION, THE RATE OR FEE FOR A WIRELESS PROVIDER MUST BE:
- 1. LIMITED TO NOT MORE THAN THE DIRECT AND ACTUAL COST OF MANAGING THE RIGHT-OF-WAY.
- 2. COMPETITIVELY NEUTRAL IN REGARD TO OTHER USERS OF THE RIGHT-OF-WAY, INCLUDING INVESTOR-OWNED, AUTHORITY-OWNED OR COOPERATIVELY OWNED ENTITIES, UNLESS OTHER USERS ARE EXEMPT FROM SUCH RATES OR FEES UNDER APPLICABLE LAW.
- D. A RATE OR FEE CHARGED PURSUANT TO SUBSECTION C OF THIS SECTION MAY NOT DO ANY OF THE FOLLOWING:
- 1. RESULT IN A DOUBLE RECOVERY WHERE EXISTING RATES, FEES OR TAXES ALREADY RECOVER THE DIRECT AND ACTUAL COSTS OF MANAGING A RIGHT-OF-WAY.
- 2. BE IN THE FORM OF A FRANCHISE OR OTHER FEE BASED ON REVENUE OR CUSTOMER COUNTS.
  - 3. BE UNREASONABLE OR DISCRIMINATORY.
- 4. EXCEED AN ANNUAL AMOUNT EQUAL TO FIFTY DOLLARS MULTIPLIED BY THE NUMBER OF SMALL WIRELESS FACILITIES THAT ARE IN THE AUTHORITY'S GEOGRAPHIC JURISDICTION AND THAT ARE PLACED BY THE WIRELESS PROVIDER IN THE RIGHT-OF-WAY.
- E. AN AUTHORITY SHALL ESTABLISH AND MAKE AVAILABLE RATES, FEES AND TERMS FOR ALL OF THE FOLLOWING, WITHIN SIX MONTHS AFTER THE EFFECTIVE DATE OF THIS SECTION OR THREE MONTHS AFTER RECEIVING THE FIRST REQUEST BY A WIRELESS PROVIDER, WHICHEVER IS LATER:
- 1. THE CONSTRUCTION, INSTALLATION, MOUNTING, MAINTENANCE, MODIFICATION, OPERATION OR REPLACEMENT OF A UTILITY POLE OR MONOPOLE BY A WIRELESS PROVIDER IN A RIGHT-OF-WAY.

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- 2. THE COLLOCATION OF A SMALL WIRELESS FACILITY BY A WIRELESS PROVIDER IN A RIGHT-OF-WAY.
- 3. THE COLLOCATION OF A WIRELESS FACILITY ON OR WITHIN A MONOPOLE BY A WIRELESS PROVIDER IN A RIGHT-OF-WAY.
- F. THE RATES, FEES AND TERMS ESTABLISHED PURSUANT TO SUBSECTION E OF THIS SECTION MUST BE MADE AVAILABLE FOR ACCEPTANCE BY A WIRELESS PROVIDER. AT THE WIRELESS PROVIDER'S OPTION, A WIRELESS PROVIDER MAY REQUEST DIFFERENT OR ADDITIONAL TERMS THAT THE PARTIES SHALL NEGOTIATE IN GOOD FAITH. DOCUMENTS THAT REFLECT RATES, FEES AND TERMS WITH EACH WIRELESS PROVIDER ARE PUBLIC RECORDS. RATES, FEES AND TERMS MUST COMPLY WITH THIS ARTICLE, AND THE TERMS:
  - 1. MAY NOT BE UNREASONABLE OR DISCRIMINATORY.
- 2. MAY INCLUDE REQUIREMENTS APPLICABLE TO OTHER USERS OF THE RIGHT-OF-WAY.
- 3. MAY REQUIRE THAT THE WIRELESS PROVIDER'S OPERATION OF THE SMALL WIRELESS FACILITIES IN THE RIGHT-OF-WAY DOES NOT INTERFERE WITH THE AUTHORITY'S PUBLIC SAFETY COMMUNICATIONS.
- 4. SUBJECT TO SUBSECTION K OF THIS SECTION AND SECTION 9-593, SUBSECTION F, MAY NOT REQUIRE THE PLACEMENT OF SMALL WIRELESS FACILITIES ON ANY SPECIFIC UTILITY POLE OR CATEGORY OF POLES OR REQUIRE MULTIPLE ANTENNA SYSTEMS ON A SINGLE UTILITY POLE.
- 5. SUBJECT TO SUBSECTION K OF THIS SECTION AND SECTION 9-593, SUBSECTION F, MAY NOT LIMIT THE PLACEMENT OF SMALL WIRELESS FACILITIES BY MINIMUM SEPARATION DISTANCES.
- G. AGREEMENTS BETWEEN AUTHORITIES AND WIRELESS PROVIDERS THAT ARE IN EFFECT ON THE EFFECTIVE DATE OF THIS SECTION AND THAT RELATE TO THE COLLOCATION OF SMALL WIRELESS FACILITIES IN THE RIGHT-OF-WAY, INCLUDING THE COLLOCATION OF SMALL WIRELESS FACILITIES ON AUTHORITY UTILITY POLES, REMAIN IN EFFECT, SUBJECT TO APPLICABLE TERMINATION PROVISIONS. THE WIRELESS PROVIDER MAY ACCEPT THE RATES, FEES AND TERMS ESTABLISHED UNDER SUBSECTIONS E AND F OF THIS SECTION FOR SMALL WIRELESS FACILITIES AND UTILITY POLES THAT ARE THE SUBJECT OF AN APPLICATION SUBMITTED AFTER THE RATES, FEES AND TERMS BECOME EFFECTIVE.
- H. SUBJECT TO THIS SECTION AND THE APPROVAL OF AN APPLICATION, IF REQUIRED, A WIRELESS PROVIDER MAY DO ANY OF THE FOLLOWING:
  - 1. COLLOCATE SMALL WIRELESS FACILITIES.
- 2. CONSTRUCT, INSTALL, MODIFY, MOUNT, MAINTAIN, OPERATE AND REPLACE UTILITY POLES THAT ARE ASSOCIATED WITH THE COLLOCATION OF SMALL WIRELESS FACILITIES ALONG, ACROSS, ON AND UNDER THE RIGHT-OF-WAY.
- 3. CONSTRUCT, INSTALL, MODIFY, MOUNT, MAINTAIN, OPERATE AND REPLACE MONOPOLES THAT ARE ASSOCIATED WITH THE COLLOCATION OF WIRELESS FACILITIES ALONG, ACROSS, ON AND UNDER THE RIGHT-OF-WAY. THE INSTALLATION, MODIFICATION AND REPLACEMENT OF MONOPOLES ARE SUBJECT TO REVIEW UNDER SECTION 9-594 REGARDLESS OF THE HEIGHT OF THE MONOPOLE.

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- I. SUBJECT TO SUBSECTION K, PARAGRAPH 2, SUBDIVISION (c) OF THIS SECTION, A NEW, REPLACEMENT OR MODIFIED UTILITY POLE THAT IS ASSOCIATED WITH THE COLLOCATION OF SMALL WIRELESS FACILITIES AND THAT IS INSTALLED IN THE RIGHT-OF-WAY IS NOT SUBJECT TO ZONING REVIEW AND APPROVAL UNDER SECTION 9-594 IF THE UTILITY POLE DOES NOT EXCEED THE GREATER OF EITHER:
- 1. TEN FEET IN HEIGHT ABOVE THE TALLEST EXISTING UTILITY POLE, OTHER THAN A UTILITY POLE SUPPORTING ONLY WIRELESS FACILITIES, THAT IS IN PLACE ON THE EFFECTIVE DATE OF THIS SECTION, THAT IS LOCATED WITHIN FIVE HUNDRED FEET OF THE NEW, REPLACEMENT OR MODIFIED UTILITY POLE AND THAT IS IN THE SAME RIGHT-OF-WAY WITHIN THE JURISDICTIONAL BOUNDARY OF THE AUTHORITY, BUT NOT MORE THAN FIFTY FEET ABOVE GROUND LEVEL.
  - 2. FORTY FEET ABOVE GROUND LEVEL.
- J. NEW SMALL WIRELESS FACILITIES COLLOCATED ON A UTILITY POLE OR WIRELESS SUPPORT STRUCTURE IN THE RIGHT-OF-WAY ARE NOT SUBJECT TO ZONING REVIEW AND APPROVAL IF THEY DO NOT EXTEND MORE THAN TEN FEET ABOVE THE UTILITY POLE OR WIRELESS SUPPORT STRUCTURE AND DO NOT EXCEED FIFTY FEET ABOVE GROUND LEVEL.
- K. AN AUTHORITY MAY REQUIRE AN APPLICATION UNDER THIS SECTION FOR THE INSTALLATION OF NEW, REPLACEMENT OR MODIFIED UTILITY POLES ASSOCIATED WITH THE COLLOCATION OF SMALL WIRELESS FACILITIES. AN AUTHORITY SHALL APPROVE AN APPLICATION UNLESS THE AUTHORITY FINDS THAT THE UTILITY POLE FAILS TO COMPLY WITH ANY OF THE FOLLOWING:
  - 1. APPLICABLE CODES.
- 2. LOCAL CODE PROVISIONS OR REGULATIONS THAT CONCERN ANY OF THE FOLLOWING:
  - (a) PUBLIC SAFETY.
- (b) OBJECTIVE DESIGN STANDARDS AND REASONABLE STEALTH AND CONCEALMENT REQUIREMENTS.
- (c) UNDERGROUNDING REQUIREMENTS THAT PROHIBIT THE INSTALLATION OF NEW OR THE MODIFICATION OF EXISTING UTILITY POLES OR MONOPOLES IN A RIGHT-OF-WAY WITHOUT PRIOR APPROVAL, IF SUCH REQUIREMENTS INCLUDE A WAIVER, ZONING OR ANOTHER PROCESS THAT ADDRESSES REQUESTS TO INSTALL SUCH NEW UTILITY POLES OR MONOPOLES OR MODIFY SUCH EXISTING UTILITY POLES OR MONOPOLES AND DO NOT PROHIBIT THE REPLACEMENT OF UTILITY POLES OR MONOPOLES.
- 3. REQUIREMENTS THAT ARE IMPOSED BY A CONTRACT BETWEEN AN AUTHORITY AND A PRIVATE PROPERTY OWNER AND THAT CONCERN DESIGN STANDARDS APPLICABLE TO UTILITY POLES IN THE RIGHT-OF-WAY.
- 4. THE AUTHORITY'S PUBLIC SAFETY AND REASONABLE SPACING REQUIREMENTS THAT CONCERN THE LOCATION OF NEW UTILITY POLES IN A RIGHT-OF-WAY.
- L. AN AUTHORITY SHALL PROCESS APPLICATIONS UNDER SUBSECTION K OF THIS SECTION IN COMPLIANCE WITH APPLICABLE LAW. IF AN AUTHORITY FAILS TO APPROVE OR DENY AN APPLICATION WITHIN THE TIME FRAME SPECIFIED BY APPLICABLE LAW, THE APPLICATION SHALL BE DEEMED APPROVED. ANY APPLICATION

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FEE IS SUBJECT TO THE REQUIREMENTS PROVIDED IN SECTION 9-593, SUBSECTION I. THE TOTAL APPLICATION FEE, IF ALLOWED, MAY NOT EXCEED SEVEN HUNDRED FIFTY DOLLARS.

- M. THE CONSTRUCTION, INSTALLATION, MOUNTING, MAINTENANCE, MODIFICATION, OPERATION OR REPLACEMENT FOR WHICH A PERMIT IS GRANTED SHALL BE COMPLETED WITHIN ONE HUNDRED EIGHTY DAYS AFTER THE PERMIT ISSUANCE DATE, UNLESS THE AUTHORITY AND WIRELESS PROVIDER AGREE TO EXTEND THIS PERIOD OR A DELAY IS CAUSED BY A LACK OF COMMERCIAL POWER AT THE SITE. APPROVAL OF AN APPLICATION BY AN AUTHORITY AUTHORIZES THE APPLICANT TO DO BOTH OF THE FOLLOWING:
  - 1. UNDERTAKE THE REQUESTED DEPLOYMENT.
- 2. SUBJECT TO APPLICABLE RELOCATION REQUIREMENTS, THE AUTHORITY'S TERMS AS DESCRIBED IN THIS SECTION AND THE WIRELESS PROVIDER'S RIGHT TO TERMINATE AT ANY TIME, OPERATE AND MAINTAIN THE WIRELESS PROVIDER'S NEW, MODIFIED OR REPLACEMENT UTILITY POLE FOR A PERIOD OF NOT LESS THAN TEN YEARS, WHICH MUST BE RENEWED FOR EQUIVALENT DURATIONS UNLESS THE AUTHORITY MAKES A FINDING THAT THE NEW OR MODIFIED UTILITY POLE DOES NOT COMPLY WITH THE REQUIREMENTS DESCRIBED IN SUBSECTION K OF THIS SECTION.
- N. AN AUTHORITY MAY REQUIRE A WIRELESS PROVIDER TO REPAIR ALL DAMAGE TO THE AUTHORITY'S PROPERTY AND THE RIGHT-OF-WAY THAT IS CAUSED BY THE ACTIVITIES OF THE WIRELESS PROVIDER OR THE WIRELESS PROVIDER'S CONTRACTOR WHILE OCCUPYING, INSTALLING, REPAIRING OR MAINTAINING SMALL WIRELESS FACILITIES, WIRELESS SUPPORT STRUCTURES OR UTILITY POLES IN THE RIGHT-OF-WAY AND TO RETURN THE DAMAGED PROPERTY TO THE SAME CONDITION AS BEFORE THE DAMAGE PURSUANT TO THE COMPETITIVELY NEUTRAL, REASONABLE REQUIREMENTS AND SPECIFICATIONS OF THE AUTHORITY. IF THE WIRELESS PROVIDER FAILS TO MAKE THE REPAIRS REQUIRED BY THE AUTHORITY WITHIN A REASONABLE TIME AFTER THE AUTHORITY PROVIDES WRITTEN NOTICE TO THE WIRELESS PROVIDER, THE AUTHORITY MAY MAKE THE REPAIRS AND CHARGE THE APPLICABLE PARTY THE REASONABLE, DOCUMENTED COST OF THE REPAIRS.
- O. THIS ARTICLE DOES NOT RELIEVE A WIRELESS PROVIDER FROM ANY APPLICABLE REQUIREMENT TO OBTAIN A FRANCHISE, LICENSE OR OTHER PERMISSION TO PROVIDE COMMUNICATIONS SERVICE OR TO INSTALL, PLACE, MAINTAIN OR OPERATE FACILITIES OR STRUCTURES THAT ARE NOT AUTHORIZED BY THIS ARTICLE IN THE RIGHT-OF-WAY TO PROVIDE A COMMUNICATIONS SERVICE.

# 9-593. Applicability: collocation of small wireless facilities: permits: application: fee

- A. THIS SECTION APPLIES TO THE ACTIVITIES OF A WIRELESS PROVIDER WITHIN A RIGHT-OF-WAY.
- B. EXCEPT AS PROVIDED IN THIS SECTION AND SECTIONS 9-592, 9-594, 9-595, 9-597, 9-598 AND 9-599, AS APPLICABLE, AN AUTHORITY MAY NOT PROHIBIT, REGULATE OR CHARGE FOR THE COLLOCATION OF SMALL WIRELESS FACILITIES.
- C. SUBJECT TO THIS SECTION AND SECTION 9-592, SUBSECTION J, A SMALL WIRELESS FACILITY IS CLASSIFIED AS A PERMITTED USE AND IS NOT SUBJECT TO

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ZONING REVIEW OR APPROVAL IF THE SMALL WIRELESS FACILITY IS COLLOCATED IN A RIGHT-OF-WAY IN ANY ZONE.

- D. AN AUTHORITY MAY REQUIRE AN APPLICANT TO OBTAIN ONE OR MORE PERMITS TO COLLOCATE A SMALL WIRELESS FACILITY IF THE PERMIT REQUIREMENT IS OF GENERAL APPLICABILITY AND DOES NOT APPLY EXCLUSIVELY TO WIRELESS FACILITIES. AN APPLICANT SEEKING TO COLLOCATE MULTIPLE SMALL WIRELESS FACILITIES WITHIN THE JURISDICTION OF A SINGLE AUTHORITY MAY FILE A CONSOLIDATED APPLICATION FOR THE COLLOCATION OF UP TO TWENTY-FIVE SMALL WIRELESS FACILITIES IF THE COLLOCATIONS EACH INVOLVE SUBSTANTIALLY THE SAME TYPE OF SMALL WIRELESS FACILITIES AND SUBSTANTIALLY THE SAME TYPE OF STRUCTURE.
- E. AN APPLICATION MUST INCLUDE AN ATTESTATION THAT THE SMALL WIRELESS FACILITIES WILL BE COLLOCATED ON THE UTILITY POLE OR WIRELESS SUPPORT STRUCTURE AND THAT THE SMALL WIRELESS FACILITIES WILL BE OPERATIONAL FOR USE BY A WIRELESS SERVICES PROVIDER TO PROVIDE SERVICE WITHIN ONE HUNDRED EIGHTY DAYS AFTER THE PERMIT ISSUANCE DATE, UNLESS THE AUTHORITY AND THE WIRELESS PROVIDER AGREE TO EXTEND THIS PERIOD OR A DELAY IS CAUSED BY A LACK OF COMMERCIAL POWER AT THE SITE.
  - F. AN AUTHORITY:
- 1. SHALL ACCEPT APPLICATIONS FOR, PROCESS AND ISSUE PERMITS TO COLLOCATE SMALL WIRELESS FACILITIES.
- 2. WITHIN TWENTY DAYS AFTER RECEIVING AN APPLICATION, SHALL DETERMINE AND NOTIFY THE APPLICANT WHETHER THE APPLICATION IS COMPLETE. IF AN APPLICANT IS NOT NOTIFIED WITHIN THE TWENTY-DAY PERIOD, THE APPLICATION IS DEEMED COMPLETE. IF AN APPLICATION IS INCOMPLETE, THE AUTHORITY MUST SPECIFICALLY IDENTIFY THE INFORMATION MISSING FROM THE APPLICATION.
- 3. SHALL PROCESS EACH APPLICATION ON A NONDISCRIMINATORY BASIS. A COMPLETE APPLICATION IS DEEMED APPROVED IF THE AUTHORITY FAILS TO APPROVE OR DENY THE APPLICATION WITHIN SEVENTY-FIVE DAYS AFTER RECEIVING A COMPLETE APPLICATION.
- 4. SHALL APPROVE AN APPLICATION UNLESS THE APPLICATION DOES NOT MEET THE APPLICABLE CODES, LOCAL CODE PROVISIONS OR REGULATIONS THAT CONCERN PUBLIC SAFETY, OBJECTIVE DESIGN STANDARDS FOR DECORATIVE UTILITY POLES OR REASONABLE STEALTH AND CONCEALMENT REQUIREMENTS OR PUBLIC SAFETY AND REASONABLE SPACING REQUIREMENTS CONCERNING THE LOCATION OF GROUND-MOUNTED EQUIPMENT IN A RIGHT-OF-WAY. IF AN AUTHORITY DETERMINES THAT APPLICABLE CODES OR LOCAL CODE PROVISIONS OR REGULATIONS REQUIRE THAT THE UTILITY POLE OR WIRELESS SUPPORT STRUCTURE BE REPLACED BEFORE THE REQUESTED COLLOCATION, APPROVAL MAY BE CONDITIONED ON SUCH REPLACEMENT OF THE UTILITY POLE OR WIRELESS SUPPORT STRUCTURE. THE WIRELESS PROVIDER'S REQUEST FOR A REPLACEMENT UTILITY POLE OR WIRELESS SUPPORT STRUCTURE WILL BE PROCESSED PURSUANT TO SECTION 9-592.
- 5. IF AN APPLICATION IS DENIED, SHALL DOCUMENT THE BASIS FOR THE DENIAL, INCLUDING THE SPECIFIC CODE PROVISIONS, REGULATIONS OR

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REQUIREMENTS ON WHICH THE DENIAL WAS BASED, AND SEND THE DOCUMENTATION TO THE APPLICANT ON OR BEFORE THE DATE THAT THE APPLICATION IS DENIED. THE APPLICANT MAY CURE THE DEFICIENCIES IDENTIFIED BY THE AUTHORITY AND RESUBMIT THE APPLICATION WITHIN THIRTY DAYS AFTER THE DENIAL WITHOUT PAYING AN ADDITIONAL APPLICATION FEE. THE AUTHORITY SHALL APPROVE OR DENY THE REVISED APPLICATION WITHIN THIRTY DAYS AFTER RECEIVING THE REVISED APPLICATION. ANY SUBSEQUENT REVIEW IS LIMITED TO THE DEFICIENCIES CITED IN THE DENIAL.

- 6. IF AN APPLICATION INCLUDES MULTIPLE SMALL WIRELESS FACILITIES, MAY REMOVE SMALL WIRELESS FACILITY COLLOCATIONS FROM THE APPLICATION AND TREAT SEPARATELY SMALL WIRELESS FACILITY COLLOCATIONS FOR WHICH INCOMPLETE INFORMATION HAS BEEN PROVIDED OR THAT DO NOT QUALIFY FOR CONSOLIDATED TREATMENT OR THAT ARE DENIED. THE AUTHORITY MAY ISSUE SEPARATE PERMITS FOR EACH COLLOCATION THAT IS APPROVED IN A CONSOLIDATED APPLICATION.
  - G. AN AUTHORITY MAY NOT:
- 1. DIRECTLY OR INDIRECTLY REQUIRE AN APPLICANT TO PERFORM SERVICES THAT ARE UNRELATED TO THE COLLOCATION FOR WHICH APPROVAL IS SOUGHT, SUCH AS IN-KIND CONTRIBUTIONS TO THE AUTHORITY, INCLUDING RESERVING FIBER, CONDUIT OR POLE SPACE ON THE WIRELESS PROVIDER'S MONOPOLE OR UTILITY POLE FOR THE AUTHORITY.
- 2. REQUIRE AN APPLICANT TO PROVIDE MORE INFORMATION TO OBTAIN A PERMIT THAN THE AUTHORITY REQUIRES OF A COMMUNICATIONS SERVICE PROVIDER THAT IS NOT A WIRELESS PROVIDER AND THAT REQUESTS TO ATTACH FACILITIES TO A STRUCTURE. AN AUTHORITY MAY REQUIRE THE APPLICANT TO CERTIFY THAT THE SMALL WIRELESS FACILITIES TO BE COLLOCATED COMPLY WITH THE FEDERAL COMMUNICATIONS COMMISSION'S REGULATIONS CONCERNING RADIO FREQUENCY EMISSIONS REFERENCED IN 47 UNITED STATES CODE SECTION 332(c)(7)(B)(iv).
- 3. INSTITUTE, EITHER EXPRESSLY OR DE FACTO, A MORATORIUM ON FILING, RECEIVING OR PROCESSING APPLICATIONS OR ISSUING PERMITS OR OTHER APPROVALS, IF ANY, FOR THE COLLOCATION OF A SMALL WIRELESS FACILITY.
- 4. REQUIRE AN APPLICATION FOR ROUTINE MAINTENANCE OR THE REPLACEMENT OF SMALL WIRELESS FACILITIES WITH SMALL WIRELESS FACILITIES THAT ARE SUBSTANTIALLY SIMILAR OR THE SAME SIZE OR SMALLER. AN AUTHORITY MAY REQUIRE A PERMIT TO WORK WITHIN A RIGHT-OF-WAY FOR SUCH ACTIVITIES, IF APPLICABLE. A PERMIT ISSUED PURSUANT TO THIS PARAGRAPH IS SUBJECT TO THE REQUIREMENTS OF THIS SECTION.
- H. COLLOCATION FOR WHICH A PERMIT IS GRANTED SHALL BE COMPLETED WITHIN ONE HUNDRED EIGHTY DAYS AFTER THE PERMIT ISSUANCE DATE, UNLESS THE AUTHORITY AND THE WIRELESS PROVIDER AGREE TO EXTEND THIS PERIOD OR A DELAY IS CAUSED BY THE LACK OF COMMERCIAL POWER AT THE SITE. APPROVAL OF AN APPLICATION BY AN AUTHORITY ALLOWS THE APPLICANT TO DO BOTH OF THE FOLLOWING:
  - 1. COLLOCATE THE SMALL WIRELESS FACILITIES.
- 2. SUBJECT TO APPLICABLE RELOCATION REQUIREMENTS, THE WIRELESS PROVIDER'S RIGHT TO TERMINATE AT ANY TIME AND THE AUTHORITY'S TERMS

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 DESCRIBED IN SECTION 9-592, OPERATE AND MAINTAIN THE SMALL WIRELESS FACILITIES FOR A PERIOD OF NOT LESS THAN TEN YEARS, WHICH MUST BE RENEWED FOR EQUIVALENT DURATIONS UNLESS THE AUTHORITY MAKES A FINDING THAT THE SMALL WIRELESS FACILITIES DO NOT COMPLY WITH THE APPLICABLE CODES OR LOCAL CODE PROVISIONS OR REGULATIONS DESCRIBED IN SUBSECTION F, PARAGRAPH 4 OF THIS SECTION.

- I. AN AUTHORITY MAY CHARGE AN APPLICATION FEE THAT IS LIMITED TO THE ACTUAL, DIRECT AND REASONABLE COSTS THAT ARE INCURRED BY THE AUTHORITY AND THAT RELATE TO THE GRANTING OR PROCESSING OF AN APPLICATION. AN APPLICATION FEE SHALL BE REASONABLY RELATED IN TIME TO THE INCURRING OF SUCH COSTS. IF SUCH COSTS ARE ALREADY RECOVERED BY EXISTING FEES, RATES OR TAXES THAT ARE PAID BY A WIRELESS PROVIDER, AN AUTHORITY MAY NOT CHARGE AN APPLICATION FEE TO RECOVER SUCH COSTS. AN APPLICATION FEE MAY NOT INCLUDE:
- 1. THIRD-PARTY TRAVEL EXPENSES THAT ARE INCURRED TO REVIEW AN APPLICATION.
- 2. THE DIRECT PAYMENT OR REIMBURSEMENT OF THIRD-PARTY RATES OR FEES THAT ARE CHARGED ON A CONTINGENCY BASIS OR PURSUANT TO A RESULT-BASED ARRANGEMENT.
- J. THE TOTAL APPLICATION FEE, IF ALLOWED, MAY NOT EXCEED ONE HUNDRED DOLLARS EACH FOR UP TO FIVE SMALL WIRELESS FACILITIES ADDRESSED IN AN APPLICATION AND FIFTY DOLLARS FOR EACH ADDITIONAL SMALL WIRELESS FACILITY ADDRESSED IN THE APPLICATION.
- K. THIS ARTICLE DOES NOT ALLOW A PERSON TO COLLOCATE SMALL WIRELESS FACILITIES ON A PRIVATELY OWNED UTILITY POLE, A PRIVATELY OWNED WIRELESS SUPPORT STRUCTURE OR PRIVATE PROPERTY WITHOUT THE CONSENT OF THE PROPERTY OWNER.

# 9-594. <u>Structures subject to zoning; time frames;</u> application; fees

- A. THE FOLLOWING ACTIVITIES THAT TAKE PLACE INSIDE OF A RIGHT-OF-WAY ARE SUBJECT TO THIS SECTION AND ALL OF THE AUTHORITY'S CODES AND REGULATIONS, INCLUDING THE AUTHORITY'S ZONING CODES AND OTHER REGULATORY PROCESSES GOVERNING USE OF THE RIGHTS-OF-WAY, UNLESS THE ACTIVITIES ARE EXEMPT FROM ZONING REVIEW AND APPROVAL UNDER SECTION 9-592, SUBSECTION I OR J OR SECTION 9-593, SUBSECTION C:
- 1. THE INSTALLATION OF NEW MONOPOLES, UTILITY POLES OR WIRELESS FACILITIES.
  - 2. THE COLLOCATION OF WIRELESS FACILITIES.
- B. NOTWITHSTANDING ANY PROVISION IN THIS ARTICLE TO THE CONTRARY, THE CONSTRUCTION, INSTALLATION, MAINTENANCE, MODIFICATION, OPERATION OR REPLACEMENT OF A MONOPOLE OR ASSOCIATED WIRELESS FACILITY IN A RIGHT-OF-WAY IS SUBJECT TO ALL OF THE AUTHORITY'S CODES AND REGULATIONS, INCLUDING THE AUTHORITY'S ZONING CODES AND OTHER REGULATORY PROCESSES GOVERNING USE OF THE RIGHTS-OF-WAY.
  - C. AN AUTHORITY SHALL:

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- 1. ACCEPT AND PROCESS APPLICATIONS FOR THE MODIFICATION OF EXISTING OR THE INSTALLATION OF NEW MONOPOLES, UTILITY POLES OR WIRELESS FACILITIES AND THE COLLOCATION OF WIRELESS FACILITIES.
- 2. WITHIN THIRTY DAYS AFTER RECEIVING AN APPLICATION, NOTIFY THE APPLICANT WHETHER THE APPLICATION IS COMPLETE. IF AN APPLICATION IS INCOMPLETE, THE AUTHORITY MUST SPECIFICALLY IDENTIFY THE INFORMATION MISSING FROM THE APPLICATION.
- 3. PROCESS EACH COMPLETE APPLICATION ON A NONDISCRIMINATORY BASIS. A COMPLETE APPLICATION IS DEEMED APPROVED IF THE AUTHORITY FAILS TO APPROVE OR DENY THE APPLICATION WITHIN ONE HUNDRED FIFTY DAYS AFTER RECEIPT OF AN APPLICATION FOR THE MODIFICATION OF EXISTING OR THE INSTALLATION OF NEW MONOPOLES, UTILITY POLES OR WIRELESS FACILITIES OR WITHIN NINETY DAYS AFTER RECEIPT OF A COMPLETE APPLICATION FOR THE COLLOCATION OF WIRELESS FACILITIES. THE TIME PERIOD FOR APPROVAL MAY BE TOLLED TO ACCOMMODATE TIMELY REQUESTS FOR INFORMATION REQUIRED TO COMPLETE THE APPLICATION OR MAY BE EXTENDED BY MUTUAL AGREEMENT BETWEEN THE APPLICANT AND AUTHORITY.
- 4. IF A COMPLETE APPLICATION IS DENIED, NOTIFY THE APPLICANT IN WRITING AND PROVIDE SUBSTANTIAL SUPPORTING EVIDENCE OF THE REASON FOR DENIAL IN THE WRITTEN RECORD. THE WRITTEN NOTIFICATION OF THE DENIAL AND THE SUPPORTING EVIDENCE SHALL BE PUBLICLY RELEASED CONTEMPORANEOUSLY. THERE MUST BE A REASONABLE BASIS FOR THE DENIAL OF AN APPLICATION. AN AUTHORITY MAY NOT DENY AN APPLICATION IF THE DENIAL IS DISCRIMINATORY AGAINST THE APPLICANT WITH RESPECT TO THE PLACEMENT OF THE FACILITIES OF OTHER WIRELESS PROVIDERS.
  - D. AN AUTHORITY MAY NOT:
- 1. REQUIRE AN APPLICANT TO SUBMIT INFORMATION ABOUT THE APPLICANT'S BUSINESS DECISIONS REGARDING THE NEED FOR THE MONOPOLE, UTILITY POLE OR WIRELESS FACILITIES.
- 2. REQUIRE AN APPLICANT TO SUBMIT INFORMATION ABOUT, OR EVALUATE AN APPLICANT'S BUSINESS DECISIONS REGARDING, THE APPLICANT'S SERVICE, CUSTOMER DEMAND FOR SERVICE OR QUALITY OF SERVICE.
- 3. INSTITUTE, EITHER EXPRESSLY OR DE FACTO, A MORATORIUM ON FILING, RECEIVING OR PROCESSING APPLICATIONS OR ISSUING DECISIONS FOR MODIFICATIONS OR INSTALLATIONS THAT ARE NOT A PERMITTED USE.
- E. AN AUTHORITY, IN ADDITION TO OTHER RIGHTS THE AUTHORITY HAS UNDER FEDERAL, STATE OR LOCAL LAW, MAY:
- 1. ADOPT REASONABLE REQUIREMENTS REGARDING THE APPEARANCE AND CONCEALMENT OF FACILITIES, INCLUDING THOSE RELATING TO MATERIALS USED FOR ARRANGING, SCREENING OR LANDSCAPING.
- 2. ADOPT SETBACK OR FALL ZONE REQUIREMENTS THAT ARE SUBSTANTIALLY SIMILAR TO SETBACK OR FALL ZONE REQUIREMENTS THAT ARE IMPOSED ON OTHER TYPES OF COMMERCIAL STRUCTURES OF A SIMILAR HEIGHT.
- 3. CHARGE AN APPLICATION FEE. ANY APPLICATION FEE IS SUBJECT TO THE REQUIREMENTS PROVIDED IN SECTION 9-593, SUBSECTION I. THE TOTAL

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APPLICATION FEE, IF ALLOWED, MAY NOT EXCEED ONE THOUSAND DOLLARS FOR THE MODIFICATION OF EXISTING OR THE INSTALLATION OF NEW MONOPOLES OR UTILITY POLES OR FOR THE COLLOCATION OF WIRELESS FACILITIES.

- 4. CHARGE A RATE OR FEE FOR THE USE OF THE RIGHT-OF-WAY FOR THE INSTALLATION OF A MONOPOLE AND ASSOCIATED WIRELESS FACILITY THAT IS LIMITED TO NOT MORE THAN THE DIRECT AND ACTUAL COSTS OF MANAGING THE RIGHT-OF-WAY AND THAT IS NOT IN THE FORM OF A FRANCHISE OR OTHER FEE BASED ON REVENUE OR CUSTOMER COUNTS.
- F. AN APPLICANT'S BUSINESS DECISIONS REGARDING THE TYPE AND LOCATION OF WIRELESS FACILITIES, MONOPOLES OR UTILITY POLES OR THE TECHNOLOGY TO BE USED ARE PRESUMED TO BE REASONABLE. THIS PRESUMPTION DOES NOT APPLY TO THE HEIGHT OR APPEARANCE OF WIRELESS FACILITIES, MONOPOLES OR UTILITY POLES. AN AUTHORITY MAY CONSIDER THE HEIGHT OF SUCH STRUCTURES IN THE ZONING OR OTHER REGULATORY REVIEW, PROVIDED THAT THE AUTHORITY DOES NOT UNREASONABLY DISCRIMINATE BETWEEN THE APPLICANT AND OTHER COMMUNICATIONS SERVICE PROVIDERS THAT INSTALL WIRELESS FACILITIES.
- G. SUBJECT TO APPLICABLE RELOCATION REQUIREMENTS, THE AUTHORITY'S TERMS DESCRIBED IN SECTION 9-592 AND THE WIRELESS PROVIDER'S RIGHT TO TERMINATE AT ANY TIME, THE APPROVAL TERM OF AN APPLICATION SHALL BE FOR A PERIOD OF NOT LESS THAN TEN YEARS, WHICH MUST BE RENEWED FOR EQUIVALENT DURATIONS UNLESS THE AUTHORITY MAKES A FINDING THAT THE STRUCTURE OR FACILITIES DO NOT COMPLY WITH THE APPLICABLE CODES OR TERMS OF THE ZONING OR OTHER REGULATORY PROCESS APPROVAL. CONSTRUCTION OF THE APPROVED STRUCTURE OR FACILITIES SHALL BE COMPLETED WITHIN ONE HUNDRED EIGHTY DAYS AFTER THE PERMIT ISSUANCE DATE, UNLESS THE AUTHORITY AND THE WIRELESS PROVIDER AGREE TO EXTEND THIS PERIOD OR A DELAY IS CAUSED BY THE LACK OF COMMERCIAL POWER AT THE SITE.

# 9-595. Access to authority utility poles; rates and fees; collocations for other commercial projects or uses

- A. AN AUTHORITY MAY NOT ENTER INTO AN EXCLUSIVE ARRANGEMENT WITH ANY PERSON FOR THE RIGHT TO ATTACH TO AUTHORITY UTILITY POLES.
- B. THE RATES AND FEES FOR THE COLLOCATION OF SMALL WIRELESS FACILITIES ON AUTHORITY UTILITY POLES SHALL BE NONDISCRIMINATORY REGARDLESS OF THE SERVICES PROVIDED BY THE COLLOCATING PERSON.
- C. THE RATE TO COLLOCATE SMALL WIRELESS FACILITIES ON AUTHORITY UTILITY POLES MAY NOT EXCEED FIFTY DOLLARS PER AUTHORITY UTILITY POLE, PER YEAR.
- D. AN AUTHORITY SHALL ESTABLISH AND MAKE AVAILABLE RATES, FEES AND TERMS FOR THE COLLOCATION OF SMALL WIRELESS FACILITIES ON AUTHORITY UTILITY POLES WITHIN SIX MONTHS AFTER THE EFFECTIVE DATE OF THIS SECTION OR THREE MONTHS AFTER RECEIVING A REQUEST TO COLLOCATE THE FIRST SMALL WIRELESS FACILITY ON SUCH POLES, WHICHEVER IS LATER. THE RATES, FEES AND TERMS SHALL BE MADE AVAILABLE FOR ACCEPTANCE BY A WIRELESS PROVIDER. AT THE WIRELESS PROVIDER'S OPTION, A WIRELESS PROVIDER MAY REQUEST DIFFERENT OR ADDITIONAL TERMS THAT THE PARTIES SHALL NEGOTIATE IN GOOD

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FAITH. DOCUMENTS REFLECTING RATES, FEES AND TERMS WITH EACH WIRELESS PROVIDER SHALL BE MADE PUBLICLY AVAILABLE. THE RATES, FEES AND TERMS SHALL COMPLY WITH THE FOLLOWING REQUIREMENTS:

- 1. THE RATES, FEES AND TERMS MUST BE NONDISCRIMINATORY, COMPETITIVELY NEUTRAL AND COMMERCIALLY REASONABLE AND COMPLY WITH THIS SECTION AND SECTION 9-592, SUBSECTIONS E AND F. REQUESTS FOR COLLOCATING A SMALL WIRELESS FACILITY ON AN AUTHORITY UTILITY POLE WILL BE PROCESSED PURSUANT TO SECTION 9-593. THE AUTHORITY MAY REQUIRE A WIRELESS PROVIDER TO REPLACE THE AUTHORITY UTILITY POLE IF THE AUTHORITY DETERMINES THAT APPLICABLE CODES OR LOCAL CODE OR REGULATORY PROVISIONS THAT CONCERN PUBLIC SAFETY REQUIRE REPLACEMENT OF THE AUTHORITY UTILITY POLE. THE WIRELESS PROVIDER'S REQUEST TO INSTALL A REPLACEMENT UTILITY POLE WILL BE PROCESSED PURSUANT TO SECTION 9-592. THE AUTHORITY SHALL RETAIN OWNERSHIP OF THE UTILITY POLE.
- 2. TERMS MUST REASONABLY ACCOMMODATE POWER SUPPLY AND ELECTRIC METERING FOR THE SMALL WIRELESS FACILITY.
- E. AN AUTHORITY MAY PROHIBIT, REGULATE AND CHARGE FOR THE COLLOCATION OF A WIRELESS FACILITY ON A WIRELESS SUPPORT STRUCTURE OWNED BY THE AUTHORITY.

#### 9-596. Scope of local authority

- A. SUBJECT TO THIS ARTICLE AND APPLICABLE FEDERAL LAW, AN AUTHORITY MAY EXERCISE ZONING, LAND USE, PLANNING AND PERMITTING AUTHORITY AND THE AUTHORITY'S POLICE POWER WITHIN THE AUTHORITY'S TERRITORIAL BOUNDARIES, INCLUDING FOR THE INSTALLATION, MODIFICATION AND REPLACEMENT OF WIRELESS SUPPORT STRUCTURES AND UTILITY POLES.
- B. AN AUTHORITY DOES NOT HAVE ANY JURISDICTION OR AUTHORITY OVER THE DESIGN, ENGINEERING, CONSTRUCTION, INSTALLATION OR OPERATION OF ANY SMALL WIRELESS FACILITY LOCATED IN AN INTERIOR STRUCTURE OR ON THE SITE OF ANY CAMPUS, STADIUM OR ATHLETIC FACILITY THAT IS NOT OWNED OR CONTROLLED BY THE AUTHORITY, OTHER THAN TO REQUIRE COMPLIANCE WITH APPLICABLE CODES.
- C. THIS ARTICLE DOES NOT AUTHORIZE THIS STATE OR ANY POLITICAL SUBDIVISION OF THIS STATE, INCLUDING AN AUTHORITY, TO REQUIRE SMALL WIRELESS FACILITY DEPLOYMENT OR TO REGULATE WIRELESS SERVICES.
- D. IF AN AUTHORITY DETERMINES THAT A UTILITY POLE, MONOPOLE OR WIRELESS SUPPORT STRUCTURE OF A WIRELESS PROVIDER WILL BE RELOCATED TO ACCOMMODATE A PUBLIC PROJECT, ALL WIRELESS FACILITIES DEPLOYED ON SUCH UTILITY POLE, MONOPOLE OR WIRELESS SUPPORT STRUCTURE SHALL BE RELOCATED AT NO COST TO THE AUTHORITY.

#### 9-597. Dispute resolution

A COURT OF COMPETENT JURISDICTION IN THIS STATE SHALL DETERMINE ALL DISPUTES ARISING UNDER THIS ARTICLE.

### 9-598. General requirements for use of the right-of-way

STRUCTURES AND FACILITIES DEPLOYED BY WIRELESS PROVIDERS PURSUANT TO THIS ARTICLE SHALL BE CONSTRUCTED, MAINTAINED AND LOCATED AS TO NOT OBSTRUCT, ENDANGER OR HINDER THE USUAL TRAVEL OR PUBLIC SAFETY ON THE

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RIGHT-OF-WAY, DAMAGE OR INTERFERE WITH ANY OTHER UTILITY FACILITIES IN THE RIGHT-OF-WAY OR INTERFERE WITH A UTILITY'S USE OF THE UTILITY'S FACILITIES IN THE RIGHT-OF-WAY. CONSTRUCTION AND MAINTENANCE BY THE WIRELESS PROVIDER SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AND ALL APPLICABLE LAWS AND REGULATIONS FOR THE PROTECTION OF UNDERGROUND AND OVERHEAD UTILITY FACILITIES. AN AUTHORITY SHALL TREAT A WIRELESS PROVIDER'S FACILITIES LOCATED WITHIN A RIGHT-OF-WAY ON AN EQUAL BASIS WITH OTHER UTILITY FACILITIES, EXCEPT THAT AN AUTHORITY MAY ADOPT REASONABLE REGULATIONS TO ADDRESS THE SEPARATION OF THE WIRELESS PROVIDER'S FACILITIES FROM THE OTHER UTILITY FACILITIES WITHIN THE RIGHT-OF-WAY TO PREVENT ANY DAMAGE TO OR INTERFERENCE WITH SUCH OTHER UTILITY FACILITIES OR INTERFERENCE WITH A UTILITY'S USE OF THE UTILITY'S FACILITIES LOCATED OR TO BE LOCATED WITHIN THE RIGHT-OF-WAY.

9-599. Applicability

THIS ARTICLE DOES NOT:

- 1. AFFECT THE AUTHORITY OF A SPECIAL TAXING DISTRICT, INVESTOR-OWNED ELECTRIC UTILITY OR ELECTRIC COOPERATIVE THAT OWNS, CONTROLS OR OPERATES UTILITY POLES OR WIRELESS SUPPORT STRUCTURES TO DENY, LIMIT, RESTRICT OR DETERMINE THE RATES, FEES, TERMS AND CONDITIONS FOR THE USE OF OR ATTACHMENT TO ITS UTILITY POLES OR WIRELESS SUPPORT STRUCTURES BY A WIRELESS PROVIDER.
- 2. CONFER ON ANY AUTHORITY ANY ZONING, LAND USE, PLANNING, PERMITTING OR OTHER REGULATORY AUTHORITY OVER THE UTILITY POLES, WIRELESS SUPPORT STRUCTURES OR SMALL WIRELESS FACILITIES OWNED, CONTROLLED OR OPERATED BY A SPECIAL TAXING DISTRICT, INVESTOR-OWNED ELECTRIC UTILITY OR ELECTRIC COOPERATIVE OR THE INSTALLATION OF SUCH UTILITY POLES, WIRELESS SUPPORT STRUCTURES OR SMALL WIRELESS FACILITIES BY A SPECIAL TAXING DISTRICT, INVESTOR-OWNED ELECTRIC UTILITY OR ELECTRIC COOPERATIVE.
- 3. AMEND, MODIFY OR OTHERWISE AFFECT ANY PRIVATE EASEMENT. ANY AND ALL RIGHTS FOR THE USE OF A RIGHT-OF-WAY ARE SUBJECT TO THE RIGHTS GRANTED PURSUANT TO ANY PRIVATE EASEMENT.
- 4. APPLY TO ANY AUTHORITY WITHIN TEN MILES OF THE BORDER OF MEXICO THAT IS NEGOTIATING A CONTRACT OR HAS A CONTRACT IN PLACE ON OR BEFORE JULY 1, 2018 AND THAT CONTRACT ASSISTS AND SUPPORTS NATIONAL SECURITY OBJECTIVES ALONG THE BORDER OF THE UNITED STATES AND MEXICO.
- Sec. 2. Title 11, Arizona Revised Statutes, is amended by adding chapter 13, to read:

CHAPTER 13

WIRELESS STRUCTURES AND FACILITIES
ARTICLE 1. GENERAL PROVISIONS

11-1801. <u>Definitions</u>

IN THIS ARTICLE, UNLESS THE CONTEXT OTHERWISE REQUIRES:

1. "ANTENNA" MEANS COMMUNICATIONS EQUIPMENT THAT TRANSMITS OR RECEIVES ELECTROMAGNETIC RADIO FREQUENCY SIGNALS AND THAT IS USED IN PROVIDING WIRELESS SERVICES.

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- 2. "APPLICABLE CODES" MEANS UNIFORM BUILDING, FIRE, ELECTRICAL, PLUMBING OR MECHANICAL CODES THAT ARE ADOPTED BY A RECOGNIZED NATIONAL CODE ORGANIZATION OR LOCAL AMENDMENTS TO THOSE CODES THAT ARE ENACTED TO ADDRESS THREATS OF DESTRUCTION OF PROPERTY OR INJURY TO PERSONS AND TO AN EXTENT THAT IS NOT INCONSISTENT WITH THIS ARTICLE.
- 3. "APPLICANT" MEANS ANY PERSON THAT SUBMITS AN APPLICATION AND THAT IS A WIRELESS PROVIDER.
- 4. "APPLICATION" MEANS A REQUEST THAT IS SUBMITTED BY AN APPLICANT TO A COUNTY ON A FORM PROVIDED BY THE COUNTY FOR A PERMIT TO COLLOCATE SMALL WIRELESS FACILITIES OR TO APPROVE THE INSTALLATION, MODIFICATION OR REPLACEMENT OF A UTILITY POLE.
- 5. "CABLE OPERATOR" HAS THE SAME MEANING PRESCRIBED IN SECTION 9-505. CABLE OPERATOR DOES NOT INCLUDE A SPECIAL TAXING DISTRICT.
- 6. "COLLOCATE" OR "COLLOCATION" MEANS TO INSTALL, MOUNT, MAINTAIN, MODIFY, OPERATE OR REPLACE WIRELESS FACILITIES ON, WITHIN OR ADJACENT TO A WIRELESS SUPPORT STRUCTURE OR UTILITY POLE.
- 7. "COMMUNICATIONS SERVICE" MEANS CABLE SERVICE AS DEFINED IN 47 UNITED STATES CODE SECTION 522(6), INFORMATION SERVICE AS DEFINED IN 47 UNITED STATES CODE SECTION 153(24), TELECOMMUNICATIONS SERVICE AS DEFINED IN 47 UNITED STATES CODE SECTION 153(53) OR WIRELESS SERVICE.
- 8. "COMMUNICATIONS SERVICE PROVIDER" MEANS A CABLE OPERATOR, A PROVIDER OF INFORMATION SERVICE AS DEFINED IN 47 UNITED STATES CODE SECTION 153(24), A TELECOMMUNICATIONS CARRIER AS DEFINED IN 47 UNITED STATES CODE SECTION 153(51) OR A WIRELESS SERVICES PROVIDER.
- 9. "COUNTY UTILITY POLE" MEANS A UTILITY POLE THAT IS OWNED OR OPERATED BY A COUNTY AND THAT IS IN A RIGHT-OF-WAY.
- 10. "FEE" MEANS A ONE-TIME CHARGE TO PROCESS AN APPLICATION AND INSPECT ANY WORK PERFORMED BY AN APPLICANT PURSUANT TO A PERMIT ISSUED BY THE COUNTY.
- 11. "LAW" MEANS ANY FEDERAL, STATE OR LOCAL LAW, STATUTE, COMMON LAW, CODE, RULE, REGULATION, ORDER OR ORDINANCE.
- 12. "PERMIT" MEANS WRITTEN PERMISSION ISSUED BY A COUNTY TO INSTALL, MOUNT, MAINTAIN, MODIFY, OPERATE OR REPLACE A UTILITY POLE OR TO COLLOCATE A SMALL WIRELESS FACILITY ON A UTILITY POLE OR WIRELESS SUPPORT STRUCTURE.
- 13. "PERSON" MEANS AN INDIVIDUAL, CORPORATION, LIMITED LIABILITY COMPANY, PARTNERSHIP, ASSOCIATION, TRUST OR OTHER ENTITY OR ORGANIZATION, INCLUDING A COUNTY.
- 14. "PRIVATE EASEMENT" MEANS AN EASEMENT OR OTHER REAL PROPERTY RIGHT THAT IS ONLY FOR THE BENEFIT OF THE GRANTOR AND GRANTEE AND THE GRANTOR'S OR GRANTEE'S SUCCESSORS AND ASSIGNS.
- 15. "RATE" MEANS A ONE-TIME CHARGE FOR THE GRANTING OF A RIGHT TO USE A PORTION OF A RIGHT-OF-WAY AS SPECIFIED IN A PERMIT OR TO COLLOCATE A SMALL WIRELESS FACILITY ON OR ADJACENT TO A UTILITY POLE OR TO INSTALL, MODIFY OR REPLACE A UTILITY POLE AS SPECIFIED IN A PERMIT.

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- 16. "RIGHT-OF-WAY" MEANS THE AREA ON, BELOW OR ABOVE A COUNTY ROADWAY, HIGHWAY, STREET, SIDEWALK, ALLEY OR UTILITY EASEMENT. RIGHT-OF-WAY DOES NOT INCLUDE A FEDERAL INTERSTATE HIGHWAY, A STATE HIGHWAY OR STATE ROUTE UNDER THE JURISDICTION OF THE DEPARTMENT OF TRANSPORTATION, A PRIVATE EASEMENT, PROPERTY THAT IS OWNED BY A SPECIAL TAXING DISTRICT, OR A UTILITY EASEMENT THAT DOES NOT AUTHORIZE THE DEPLOYMENT SOUGHT BY THE WIRELESS PROVIDER.
- 17. "SMALL WIRELESS FACILITY" MEANS A WIRELESS FACILITY THAT MEETS BOTH OF THE FOLLOWING QUALIFICATIONS:
- (a) ALL ANTENNAS ARE LOCATED INSIDE AN ENCLOSURE OF NOT MORE THAN SIX CUBIC FEET IN VOLUME OR, IN THE CASE OF AN ANTENNA THAT HAS EXPOSED ELEMENTS, THE ANTENNA AND ALL OF THE ANTENNA'S EXPOSED ELEMENTS COULD FIT WITHIN AN IMAGINARY ENCLOSURE OF NOT MORE THAN SIX CUBIC FEET IN VOLUME.
- (b) ALL OTHER WIRELESS EQUIPMENT ASSOCIATED WITH THE FACILITY IS CUMULATIVELY NOT MORE THAN TWENTY-EIGHT CUBIC FEET IN VOLUME, OR FIFTY CUBIC FEET IN VOLUME IF THE EQUIPMENT WAS GROUND MOUNTED BEFORE THE EFFECTIVE DATE OF THIS SECTION. THE FOLLOWING TYPES OF ASSOCIATED ANCILLARY EQUIPMENT ARE NOT INCLUDED IN THE CALCULATION OF EQUIPMENT VOLUME PURSUANT TO THIS SUBDIVISION:
  - (i) AN ELECTRIC METER.
  - (ii) CONCEALMENT ELEMENTS.
  - (iii) A TELECOMMUNICATIONS DEMARCATION BOX.
  - (iv) GROUNDING EQUIPMENT.
  - (v) A POWER TRANSFER SWITCH.
  - (vi) A CUTOFF SWITCH.
- (vii) VERTICAL CABLE RUNS FOR THE CONNECTION OF POWER AND OTHER SERVICES.
- 18. "SPECIAL TAXING DISTRICT" MEANS A SPECIAL DISTRICT FORMED PURSUANT TO TITLE 48, CHAPTER 11, 12, 17, 18, 19, 20 OR 22.
- 19. "UTILITY POLE" MEANS A POLE OR SIMILAR STRUCTURE THAT IS USED IN WHOLE OR IN PART FOR COMMUNICATIONS SERVICES, ELECTRIC DISTRIBUTION, LIGHTING OR TRAFFIC SIGNALS OR A SIMILAR FUNCTION.
  - 20. "WIRELESS FACILITY":
- (a) MEANS EQUIPMENT AT A FIXED LOCATION THAT ENABLES WIRELESS COMMUNICATIONS BETWEEN USER EQUIPMENT AND A COMMUNICATIONS NETWORK, INCLUDING BOTH OF THE FOLLOWING:
  - (i) EQUIPMENT ASSOCIATED WITH WIRELESS COMMUNICATIONS.
- (ii) RADIO TRANSCEIVERS, ANTENNAS, COAXIAL OR FIBER-OPTIC CABLES, REGULAR AND BACKUP POWER SUPPLIES AND COMPARABLE EQUIPMENT, REGARDLESS OF TECHNOLOGICAL CONFIGURATION.
  - (b) INCLUDES SMALL WIRELESS FACILITIES.
- (c) DOES NOT INCLUDE THE STRUCTURE OR IMPROVEMENTS ON, UNDER OR WITHIN WHICH THE EQUIPMENT IS COLLOCATED, WIRELINE BACKHAUL FACILITIES, COAXIAL OR FIBER-OPTIC CABLE THAT IS BETWEEN WIRELESS SUPPORT STRUCTURES

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OR UTILITY POLES OR COAXIAL OR FIBER-OPTIC CABLE THAT IS OTHERWISE NOT IMMEDIATELY ADJACENT TO, OR DIRECTLY ASSOCIATED WITH, AN ANTENNA.

- (d) DOES NOT INCLUDE WI-FI RADIO EQUIPMENT DESCRIBED IN SECTION 9-506, SUBSECTION I OR MICROCELL EQUIPMENT DESCRIBED IN SECTION 9-584, SUBSECTION E.
- 21. "WIRELESS INFRASTRUCTURE PROVIDER" MEANS ANY PERSON THAT IS AUTHORIZED TO PROVIDE TELECOMMUNICATIONS SERVICE IN THIS STATE AND THAT BUILDS OR INSTALLS WIRELESS COMMUNICATIONS TRANSMISSION EQUIPMENT, WIRELESS FACILITIES OR UTILITY POLES BUT THAT IS NOT A WIRELESS SERVICES PROVIDER. WIRELESS INFRASTRUCTURE PROVIDER DOES NOT INCLUDE A SPECIAL TAXING DISTRICT.
- 22. "WIRELESS PROVIDER" MEANS A CABLE OPERATOR, WIRELESS INFRASTRUCTURE PROVIDER OR WIRELESS SERVICES PROVIDER.
- 23. "WIRELESS SERVICES" MEANS ANY SERVICES THAT ARE PROVIDED TO THE PUBLIC AND THAT USE LICENSED OR UNLICENSED SPECTRUM, WHETHER AT A FIXED LOCATION OR MOBILE, USING WIRELESS FACILITIES.
- 24. "WIRELESS SERVICES PROVIDER" MEANS A PERSON THAT PROVIDES WIRELESS SERVICES. WIRELESS SERVICES PROVIDER DOES NOT INCLUDE A SPECIAL TAXING DISTRICT.
  - 25. "WIRELESS SUPPORT STRUCTURE":
  - (a) MEANS:
  - (i) A FREESTANDING STRUCTURE.
  - (ii) A TOWER, EITHER GUYED OR SELF-SUPPORTING.
- (iii) ANY OTHER EXISTING OR PROPOSED STRUCTURE DESIGNED TO SUPPORT OR CAPABLE OF SUPPORTING SMALL WIRELESS FACILITIES.
  - (b) DOES NOT INCLUDE A UTILITY POLE.
  - 11-1802. Exclusive arrangements prohibited; permit; rates, fees and terms; access and use of county structures
- A. A COUNTY MAY NOT ENTER INTO AN EXCLUSIVE ARRANGEMENT WITH ANY WIRELESS PROVIDER FOR USE OF A RIGHT-OF-WAY FOR THE CONSTRUCTION, OPERATION OR MAINTENANCE OF UTILITY POLES OR THE COLLOCATION OF SMALL WIRELESS FACILITIES ON UTILITY POLES OR WIRELESS SUPPORT STRUCTURES.
- B. SUBJECT TO SUBSECTION C OF THIS SECTION, A COUNTY MAY REQUIRE A PERMIT AND CHARGE A FEE FOR PROCESSING AN APPLICATION BY A WIRELESS PROVIDER AND CONDUCTING ASSOCIATED INSPECTIONS FOR THE INSTALLATION, MODIFICATION OR REPLACEMENT OF A UTILITY POLE OR THE COLLOCATION OF A SMALL WIRELESS FACILITY ON A UTILITY POLE OR A WIRELESS SUPPORT STRUCTURE IN A RIGHT-OF-WAY. ANY FEE CHARGED PURSUANT TO THIS SECTION MUST BE REASONABLE AND CONFORM TO AUTHORIZED AND PUBLISHED FEES FOR SIMILAR PERMITS ISSUED BY THE COUNTY AND MAY NOT EXCEED ONE HUNDRED DOLLARS PER COLLOCATION OR INSTALLATION.
- C. FOR THE COLLOCATION OF A SMALL WIRELESS FACILITY ON A UTILITY

  POLE OR WIRELESS SUPPORT STRUCTURE IN THE RIGHT-OF-WAY THAT IS NOT OWNED

  BY THE COUNTY AND THAT DOES NOT INCLUDE GROUND-MOUNTED EQUIPMENT, THE

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COUNTY MAY NOT CHARGE A WIRELESS PROVIDER A RATE OR FEE AND MAY NOT REQUIRE A PERMIT.

- D. A COUNTY MAY CHARGE A WIRELESS PROVIDER A RATE FOR THE WIRELESS PROVIDER'S USE OF A RIGHT-OF-WAY IN ACCORDANCE WITH THIS SECTION. THE COUNTY MAY:
- 1. FOR THE COLLOCATION OF A SMALL WIRELESS FACILITY ON A UTILITY POLE OR WIRELESS SUPPORT STRUCTURE THAT IS NOT OWNED BY THE COUNTY THAT INCLUDES GROUND-MOUNTED EQUIPMENT, CHARGE A RATE FOR THE GROUND-MOUNTED EQUIPMENT USING THE METHODOLOGY DESCRIBED IN PARAGRAPH 5 OF THIS SUBSECTION, REQUIRE AN APPLICATION AND CHARGE A FEE. THE RATE FOR GROUND-MOUNTED EQUIPMENT MAY NOT EXCEED ONE HUNDRED SEVENTY-FIVE DOLLARS.
- 2. FOR THE COLLOCATION OF A SMALL WIRELESS FACILITY ON A COUNTY UTILITY POLE THAT DOES NOT INCLUDE GROUND-MOUNTED EQUIPMENT, CHARGE A RATE USING THE METHODOLOGY DESCRIBED IN PARAGRAPH 5 OF THIS SUBSECTION THAT DOES NOT EXCEED TWENTY DOLLARS. IF THE COLLOCATION INCLUDES GROUND-MOUNTED EQUIPMENT, THE COUNTY MAY CHARGE AN ADDITIONAL RATE USING THE METHODOLOGY DESCRIBED IN PARAGRAPH 5 OF THIS SUBSECTION. THE RATE FOR GROUND-MOUNTED EQUIPMENT MAY NOT EXCEED ONE HUNDRED SEVENTY-FIVE DOLLARS.
- 3. FOR THE INSTALLATION OF A UTILITY POLE, TOGETHER WITH THE COLLOCATION OF SMALL WIRELESS FACILITIES, THAT WILL NOT BE OWNED BY THE COUNTY, CHARGE A WIRELESS PROVIDER A RATE USING THE METHODOLOGY DESCRIBED IN PARAGRAPH 5 OF THIS SUBSECTION. THE RATE MAY NOT EXCEED ONE HUNDRED SEVENTY-FIVE DOLLARS. AN ADDITIONAL RATE MAY NOT BE CHARGED FOR COLLOCATED SMALL WIRELESS FACILITIES, INCLUDING GROUND-MOUNTED EQUIPMENT THAT IS REQUESTED IN THE APPLICATION.
- 4. FOR THE REPLACEMENT OF A UTILITY POLE OWNED BY THE COUNTY, REQUIRE THE APPLICANT TO COMPLY WITH THE COUNTY'S PROCESSES AND REQUIREMENTS FOR INSTALLING SUCH STRUCTURES. THE COUNTY MAY NOT CHARGE A RATE FOR THE REPLACED UTILITY POLE.
- 5. CHARGE A RATE THAT HAS BEEN LAWFULLY ADOPTED AND PUBLISHED. THE RATE SHALL BE BASED ON THE AVERAGE FAIR MARKET VALUE OF THE COUNTY RIGHT-OF-WAY THAT IS SUITABLE FOR THE DEPLOYMENT OF WIRELESS FACILITIES AND UTILITY POLES. ALL MATERIALS USED TO DERIVE THESE VALUES SHALL BE READILY AVAILABLE TO THE PUBLIC AT LEAST NINETY DAYS BEFORE THE ADOPTION OF THE RATE. THE RATE ADOPTED SHALL BE BASED ON NINETY PERCENT OF THE AVERAGE FAIR MARKET VALUES THAT HAVE BEEN DETERMINED AND ARE SUBJECT TO THE APPLICABLE RATE CAPS IN PARAGRAPHS 1, 2 AND 3 OF THIS SUBSECTION.
  - E. A COUNTY SHALL:
- 1. ADOPT AN ORDINANCE ESTABLISHING RATES, FEES AND TERMS FOR THE FOLLOWING:
- (a) THE INSTALLATION, MODIFICATION OR REPLACEMENT BY A WIRELESS PROVIDER OF A UTILITY POLE LOCATED IN A RIGHT-OF-WAY.
  - (b) THE COLLOCATION BY A WIRELESS PROVIDER OF A SMALL WIRELESS FACILITY IN A RIGHT-OF-WAY.

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- (c) THE COLLOCATION BY A WIRELESS PROVIDER OF A SMALL WIRELESS FACILITY ON A COUNTY UTILITY POLE.
- 2. ADOPT THE ORDINANCE DESCRIBED IN PARAGRAPH 1 OF THIS SUBSECTION WITHIN THE TIME PERIOD BEGINNING ON THE EFFECTIVE DATE OF THIS SECTION AND ENDING AFTER THE TIME ALLOWED UNDER THE COUNTY'S PROCEDURES ADOPTED UNDER SECTION 11-1605 FOR THE ADOPTION OF AN ORDINANCE, OR NINETY DAYS AFTER RECEIVING THE FIRST REQUEST BY A WIRELESS PROVIDER, WHICHEVER IS LATER.
- 3. ESTABLISH RATES, FEES AND TERMS THAT COMPLY WITH THIS SECTION. THE TERMS:
  - (a) MAY NOT BE UNREASONABLE OR DISCRIMINATORY.
- (b) MAY INCLUDE REQUIREMENTS APPLICABLE TO OTHER USERS OF THE RIGHT-OF-WAY.
- (c) MAY REQUIRE THAT THE WIRELESS PROVIDER'S OPERATION OF THE SMALL WIRELESS FACILITIES AND WIRELESS FACILITIES IN THE RIGHT-OF-WAY DOES NOT INTERFERE WITH THE COUNTY'S PUBLIC SAFETY COMMUNICATIONS.
- (d) MAY NOT REQUIRE THE PLACEMENT OF SMALL WIRELESS FACILITIES ON ANY SPECIFIC UTILITY POLE OR CATEGORY OF UTILITY POLES OR REQUIRE MULTIPLE ANTENNA SYSTEMS ON A SINGLE UTILITY POLE.
- (e) MAY NOT LIMIT THE PLACEMENT OF POLE-MOUNTED SMALL WIRELESS FACILITIES BY MINIMUM SEPARATION DISTANCES BUT MAY REQUIRE REASONABLE SPACING REQUIREMENTS THAT CONCERN THE LOCATION OF GROUND-MOUNTED EQUIPMENT.
- F. AGREEMENTS THAT ARE IN EFFECT ON THE EFFECTIVE DATE OF THIS SECTION BETWEEN COUNTIES AND WIRELESS PROVIDERS AND THAT RELATE TO THE COLLOCATION OF SMALL WIRELESS FACILITIES IN THE RIGHT-OF-WAY, INCLUDING THE COLLOCATION OF SMALL WIRELESS FACILITIES ON COUNTY UTILITY POLES, REMAIN IN EFFECT, SUBJECT TO APPLICABLE TERMINATION PROVISIONS. THE WIRELESS PROVIDER MAY ELECT TO PAY THE RATES AND FEES PROVIDED UNDER SUBSECTION D OF THIS SECTION FOR SMALL WIRELESS FACILITIES AND UTILITY POLES THAT ARE THE SUBJECT OF AN APPLICATION SUBMITTED AFTER THE RATES, FEES AND TERMS BECOME EFFECTIVE, IF THE WIRELESS PROVIDER NOTIFIES THE COUNTY OF THE WIRELESS PROVIDER'S ELECTION AND AGREEMENT TO COMPLY WITH THE TERMS ADOPTED BY THE COUNTY UNDER SUBSECTION E OF THIS SECTION.
- G. THIS CHAPTER DOES NOT RELIEVE A WIRELESS PROVIDER FROM ANY APPLICABLE REQUIREMENT TO OBTAIN A FRANCHISE, LICENSE OR OTHER PERMISSION TO PROVIDE COMMUNICATIONS SERVICE OR TO INSTALL, PLACE, MAINTAIN OR OPERATE FACILITIES OR STRUCTURES THAT ARE NOT AUTHORIZED BY THIS CHAPTER IN THE RIGHT-OF-WAY TO PROVIDE A COMMUNICATIONS SERVICE.

11-1803. Access to right-of-way by wireless providers

A. SUBJECT TO THIS SECTION AND SECTIONS 11-1802, 11-1804, 11-1806, 11-1807, 11-1809 AND 11-1810, A WIRELESS PROVIDER MAY CONSTRUCT, INSTALL, MODIFY, MOUNT, MAINTAIN, OPERATE AND REPLACE UTILITY POLES ALONG, ACROSS, ON AND UNDER THE RIGHT-OF-WAY AND COLLOCATE SMALL WIRELESS FACILITIES ON UTILITY POLES AND WIRELESS SUPPORT STRUCTURES.

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- B. THE FOLLOWING REQUIREMENTS APPLY TO THE CONSTRUCTION, INSTALLATION, MOUNTING, MAINTENANCE, MODIFICATION, OPERATION OR REPLACEMENT OF UTILITY POLES BY A WIRELESS PROVIDER IN THE RIGHT-OF-WAY AND THE COLLOCATION OF SMALL WIRELESS FACILITIES ON UTILITY POLES OR WIRELESS SUPPORT STRUCTURES BY WIRELESS PROVIDERS IN THE RIGHT-OF-WAY:
- 1. A COUNTY SHALL ISSUE A PERMIT FOR THE COLLOCATION OF SMALL WIRELESS FACILITIES ON OR ADJACENT TO A COUNTY UTILITY POLE OR THE COLLOCATION OF SMALL WIRELESS FACILITIES WITH GROUND-MOUNTED EQUIPMENT ADJACENT TO ANY OTHER PARTY'S UTILITY POLE OR WIRELESS SUPPORT STRUCTURE IF BOTH OF THE FOLLOWING APPLY:
- (a) THE APPLICANT PROVIDES THE SEALED STATEMENT OF A REGISTERED ENGINEER DEMONSTRATING THAT THE UTILITY POLE OR WIRELESS SUPPORT STRUCTURE IS STRUCTURALLY SOUND AND ABLE TO SUPPORT THE PROPOSED SMALL WIRELESS FACILITY.
- (b) THE COLLOCATION COMPLIES WITH APPLICABLE CODES AND THE TERMS FOR COLLOCATION ADOPTED UNDER SECTION 11-1802, SUBSECTION E.
- 2. THE COLLOCATION OF SMALL WIRELESS FACILITIES PURSUANT TO PARAGRAPH 1 OF THIS SUBSECTION IS A PERMITTED USE IN ALL ZONING DISTRICTS AND ZONING REVIEW AND APPROVAL IS NOT REQUIRED. IF THE APPLICANT FAILS TO DEMONSTRATE THAT A COUNTY UTILITY POLE IS STRUCTURALLY SOUND AND ABLE TO SUPPORT THE PROPOSED SMALL WIRELESS FACILITY, THE COUNTY MAY CONDITION A PERMIT ON REPLACEMENT OF THE COUNTY UTILITY POLE AT THE APPLICANT'S EXPENSE. THE WIRELESS PROVIDER'S REQUEST TO INSTALL A REPLACEMENT UTILITY POLE WILL BE PROCESSED UNDER SECTION 11-1802, SUBSECTION D, PARAGRAPH 4. THE COUNTY SHALL OWN THE REPLACEMENT UTILITY POLE.
- 3. A COUNTY SHALL ISSUE A PERMIT FOR THE INSTALLATION, MODIFICATION OR REPLACEMENT OF A UTILITY POLE IF ALL OF THE FOLLOWING APPLY:
- (a) THE APPLICANT PROVIDES THE SEALED STATEMENT OF A REGISTERED ENGINEER DEMONSTRATING THAT THE UTILITY POLE IS STRUCTURALLY SOUND AND ABLE TO SUPPORT THE PROPOSED SMALL WIRELESS FACILITY.
- (b) THE PROPOSED LOCATION OF THE UTILITY POLE COMPLIES WITH REASONABLE RESTRICTIONS ADOPTED BY THE COUNTY THAT REQUIRE DISTANCES OF SEPARATION BETWEEN UTILITY POLES, GROUND-MOUNTED EQUIPMENT AND WIRELESS SUPPORT STRUCTURES.
- (c) THE INSTALLATION, MODIFICATION OR REPLACEMENT COMPLIES WITH THE APPLICABLE CODES AND TERMS FOR INSTALLATION, MODIFICATION OR REPLACEMENT ADOPTED UNDER SECTION 11-1802, SUBSECTION E.
- 4. THE INSTALLATION, MODIFICATION OR REPLACEMENT OF A UTILITY POLE APPROVED PURSUANT TO PARAGRAPH 3 OF THIS SUBSECTION IS A PERMITTED USE IN ALL ZONING DISTRICTS AND SUBJECT TO ONLY ADMINISTRATIVE ZONING REVIEW AND APPROVAL UNLESS THE INSTALLATION, MODIFICATION OR REPLACEMENT WOULD NOT COMPLY WITH THE HEIGHT REQUIREMENTS OF PARAGRAPH 5 OF THIS SUBSECTION, AN UNDERGROUNDING REQUIREMENT DESCRIBED IN PARAGRAPH 6 OF THIS SUBSECTION OR A POLE SPACING REQUIREMENT DESCRIBED IN PARAGRAPH 7 OF THIS SUBSECTION.

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- 5. A PROPOSED OR MODIFIED UTILITY POLE INSTALLED IN A COUNTY RIGHT-OF-WAY MAY NOT EXCEED THE GREATER OF TEN FEET IN HEIGHT ABOVE THE TALLEST UTILITY POLE, OTHER THAN A UTILITY POLE SUPPORTING ONLY WIRELESS FACILITIES, THAT IS IN PLACE ON THE EFFECTIVE DATE OF THIS SECTION AND THAT IS LOCATED WITHIN FIVE HUNDRED FEET OF THE PROPOSED UTILITY POLE IN THE SAME RIGHT-OF-WAY OR FIFTY FEET ABOVE GROUND LEVEL. AN APPLICANT MAY APPLY FOR AN ADMINISTRATIVE WAIVER TO EXCEED THESE HEIGHT LIMITATIONS.
- 6. WIRELESS PROVIDERS MUST COMPLY WITH UNDERGROUNDING REQUIREMENTS THAT PROHIBIT THE INSTALLATION OF NEW STRUCTURES IN A RIGHT-OF-WAY WITHOUT PRIOR APPROVAL IF SUCH REQUIREMENTS DO NOT PROHIBIT THE REPLACEMENT OF EXISTING STRUCTURES AND FACILITIES. AN APPLICANT MAY APPLY FOR AN ADMINISTRATIVE WAIVER TO INSTALL A UTILITY POLE IN A RIGHT-OF-WAY WHERE SUCH UNDERGROUNDING REQUIREMENTS APPLY.
- 7. WIRELESS PROVIDERS SHALL COMPLY WITH REASONABLE REQUIREMENTS CONCERNING SPACING BETWEEN UTILITY POLES AND GROUND-MOUNTED EQUIPMENT IN THE RIGHT-OF-WAY. AN APPLICANT MAY APPLY FOR AN ADMINISTRATIVE WAIVER TO INSTALL A UTILITY POLE IN CLOSER PROXIMITY TO ANOTHER POLE OR GROUND-MOUNTED EQUIPMENT THAN THESE SPACING REQUIREMENTS WOULD PERMIT.
- C. A COUNTY SHALL ADOPT AN ADMINISTRATIVE WAIVER PROCESS FOR SUBSECTION B, PARAGRAPHS 5, 6 AND 7 OF THIS SECTION THAT COMPLIES WITH SECTION 11-1605. THE APPLICATION PROCESS AND TIME FRAMES SHALL BE ADOPTED WITHIN THE TIME PERIOD BEGINNING ON THE EFFECTIVE DATE OF THIS SECTION AND ENDING AFTER THE TIME ALLOWED UNDER THE COUNTY'S PROCEDURES ADOPTED PURSUANT TO SECTION 11-1605 FOR THE ADOPTION OF AN ORDINANCE, OR NINETY DAYS AFTER RECEIVING A REQUEST BY A WIRELESS PROVIDER, WHICHEVER IS LATER. AN APPLICANT IS ENTITLED TO ALL OF THE RIGHTS GRANTED IN CHAPTER 11, ARTICLE 1 OF THIS TITLE.

11-1804. Collocation of small wireless facilities; permits

- A. EXCEPT AS PROVIDED IN THIS SECTION AND SECTIONS 11-1802, 11-1803, 11-1806, 11-1807, 11-1809 AND 11-1810, A COUNTY MAY NOT PROHIBIT, REGULATE OR CHARGE FOR THE COLLOCATION OF SMALL WIRELESS FACILITIES INSIDE A RIGHT-OF-WAY.
- B. FOR COLLOCATIONS FOR WHICH AN APPLICATION IS REQUIRED, AN APPLICANT SEEKING TO COLLOCATE MULTIPLE SMALL WIRELESS FACILITIES WITHIN THE JURISDICTION OF A SINGLE COUNTY MAY FILE A CONSOLIDATED APPLICATION FOR THE COLLOCATION OF UP TO THIRTY-FIVE SMALL WIRELESS FACILITIES WITHIN A RIGHT-OF-WAY IF THE COLLOCATIONS EACH INVOLVE SUBSTANTIALLY THE SAME TYPE OF UTILITY POLE OR WIRELESS FACILITIES AND SUBSTANTIALLY THE SAME TYPE OF UTILITY POLE OR WIRELESS SUPPORT STRUCTURE. THE COUNTY MAY REMOVE FROM THE CONSOLIDATED APPLICATION AND TREAT SEPARATELY SMALL WIRELESS FACILITY COLLOCATIONS FOR WHICH INCOMPLETE INFORMATION HAS BEEN PROVIDED, THAT DO NOT QUALIFY FOR CONSOLIDATED TREATMENT OR THAT ARE DENIED. THE COUNTY MAY ISSUE SEPARATE PERMITS FOR EACH COLLOCATION THAT IS APPROVED IN A CONSOLIDATED APPLICATION. APPLICATION FEES, IF REQUIRED, SHALL BE CAPPED AT ONE HUNDRED DOLLARS FOR EACH SMALL WIRELESS FACILITY FOR UP TO FIVE

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 SMALL WIRELESS FACILITIES ADDRESSED IN A SINGLE APPLICATION AND SIXTY-FIVE DOLLARS FOR EACH ADDITIONAL SMALL WIRELESS FACILITY ADDRESSED IN THE APPLICATION.

C. AN APPLICATION SHALL INCLUDE AN ATTESTATION THAT THE SMALL WIRELESS FACILITIES WILL BE COLLOCATED ON THE UTILITY POLE OR WIRELESS SUPPORT STRUCTURE AND THAT THE SMALL WIRELESS FACILITIES WILL BE OPERATIONAL FOR USE BY A WIRELESS SERVICES PROVIDER TO PROVIDE SERVICE WITHIN ONE YEAR AFTER THE DATE ON WHICH THE PERMIT IS ISSUED.

# 11-1805. Applicability: location outside of a county-owned right-of-way

- A. THIS SECTION APPLIES TO THE INSTALLATION, MODIFICATION OR REPLACEMENT BY A WIRELESS PROVIDER OF A UTILITY POLE OR THE COLLOCATION BY A WIRELESS PROVIDER OF A SMALL WIRELESS FACILITY ON A UTILITY POLE OR A WIRELESS SUPPORT STRUCTURE OUTSIDE OF THE RIGHT-OF-WAY.
- B. THE INSTALLATION, MODIFICATION OR REPLACEMENT OF A UTILITY POLE OR THE COLLOCATION OF A SMALL WIRELESS FACILITY ON A UTILITY POLE OR A WIRELESS SUPPORT STRUCTURE IS A PERMITTED USE IN EVERY ZONING DISTRICT IN THE COUNTY EXCEPT FOR SINGLE-FAMILY RESIDENTIAL ZONING DISTRICTS.
- C. THE INSTALLATION, MODIFICATION OR REPLACEMENT OF A UTILITY POLE OR THE COLLOCATION OF A SMALL WIRELESS FACILITY ON A UTILITY POLE OR A WIRELESS SUPPORT STRUCTURE IS NOT A PROHIBITED USE IN ANY ZONING DISTRICT IN THE COUNTY.
- D. IN ANY ZONING DISTRICT IN WHICH THE INSTALLATION, MODIFICATION OR REPLACEMENT OF A UTILITY POLE OR THE COLLOCATION OF A SMALL WIRELESS FACILITY ON A UTILITY POLE OR A WIRELESS SUPPORT STRUCTURE IS NOT A PERMITTED USE, THE COUNTY SHALL ESTABLISH A PROCEDURE BY WHICH AN APPLICANT MAY SEEK TO INSTALL, MODIFY OR REPLACE A UTILITY POLE OR COLLOCATE A SMALL WIRELESS FACILITY ON A UTILITY POLE OR A WIRELESS SUPPORT STRUCTURE.
- E. EXCEPT AS PROVIDED IN THIS SECTION, ALL ZONING REQUIREMENTS OF THE ZONING DISTRICT IN WHICH THE APPLICANT SEEKS TO INSTALL, MODIFY OR REPLACE A UTILITY POLE OR COLLOCATE A SMALL WIRELESS FACILITY ON A UTILITY POLE OR A WIRELESS SUPPORT STRUCTURE OUTSIDE THE RIGHT-OF-WAY THAT ARE GENERALLY APPLICABLE TO ALL APPLICANTS WITHIN THAT ZONING DISTRICT APPLY TO THE APPLICANT.
- F. THE COUNTY MAY ADOPT REASONABLE ZONING REQUIREMENTS THAT ARE APPLICABLE ONLY TO THE INSTALLATION, MODIFICATION OR REPLACEMENT OF A UTILITY POLE OR THE COLLOCATION OF A SMALL WIRELESS FACILITY ON A UTILITY POLE OR A WIRELESS SUPPORT STRUCTURE AND THAT REFLECT SOUND ZONING AND PLANNING.
- G. A FEE FOR A ZONING APPLICATION AND APPROVAL REQUIRED UNDER THIS SECTION SHALL CONFORM TO THE FEES APPLICABLE TO SIMILAR APPLICATIONS WITHIN THE COUNTY.
- H. FOR ZONING APPLICATIONS REQUIRED UNDER THIS SECTION, A COUNTY SHALL EITHER:

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- 1. INCORPORATE THE APPLICATION PROCESS AND TIME FRAMES FOR THE INSTALLATION, MODIFICATION OR REPLACEMENT OF A UTILITY POLE OR WIRELESS SUPPORT STRUCTURES, OR FOR THE COLLOCATION OF SMALL WIRELESS FACILITIES, INTO PROCESSES AND TIME FRAMES PREVIOUSLY ADOPTED BY THE COUNTY PURSUANT TO SECTION 11-1605.
- 2. ADOPT AN APPLICATION PROCESS AND TIME FRAMES FOR THE INSTALLATION, MODIFICATION OR REPLACEMENT OF UTILITY POLES OR WIRELESS SUPPORT STRUCTURES, OR FOR THE COLLOCATION OF SMALL WIRELESS FACILITIES, THAT COMPLY WITH SECTION 11-1605. THE APPLICATION PROCESS AND TIME FRAMES SHALL BE ADOPTED WITHIN THE PERIOD BEGINNING ON THE EFFECTIVE DATE OF THIS SECTION AND ENDING AFTER THE TIME ALLOWED UNDER THE COUNTY'S PROCEDURES ADOPTED UNDER SECTION 11-1605 FOR THE ADOPTION OF AN ORDINANCE, OR NINETY DAYS AFTER RECEIVING A REQUEST BY A WIRELESS PROVIDER, WHICHEVER IS LATER.

### 11-1806. Application processing

- A. A COUNTY SHALL ADOPT AN APPLICATION PROCESS AND TIME FRAMES FOR THE INSTALLATION, MODIFICATION OR REPLACEMENT OF UTILITY POLES OR WIRELESS SUPPORT STRUCTURES INSIDE OF THE RIGHT-OF-WAY OR FOR THE COLLOCATION OF SMALL WIRELESS FACILITIES INSIDE OF THE RIGHT-OF-WAY THAT COMPLY WITH SECTION 11-1605. THE APPLICATION PROCESS AND TIME FRAMES SHALL BE ADOPTED WITHIN THE TIME PERIOD BEGINNING ON THE EFFECTIVE DATE OF THIS SECTION AND ENDING AFTER THE TIME ALLOWED UNDER THE COUNTY'S PROCEDURES ADOPTED PURSUANT TO SECTION 11-1605 FOR THE ADOPTION OF AN ORDINANCE, OR NINETY DAYS AFTER RECEIVING THE FIRST REQUEST BY A WIRELESS PROVIDER, WHICHEVER IS LATER.
- B. AN APPLICANT IS ENTITLED TO ALL OF THE RIGHTS GRANTED IN CHAPTER 11, ARTICLE 1 OF THIS TITLE.
  - C. A COUNTY MAY NOT:
- 1. DIRECTLY OR INDIRECTLY REQUIRE AN APPLICANT TO PERFORM SERVICES THAT ARE UNRELATED TO THE APPLICATION, SUCH AS IN-KIND CONTRIBUTIONS TO THE COUNTY, INCLUDING RESERVING FIBER, CONDUIT OR POLE SPACE ON THE WIRELESS PROVIDER'S POLE FOR THE COUNTY.
- 2. REQUIRE AN APPLICANT TO PROVIDE MORE INFORMATION TO OBTAIN A PERMIT THAN THE COUNTY REQUIRES OF A COMMUNICATIONS SERVICE PROVIDER THAT IS NOT A WIRELESS PROVIDER AND THAT REQUESTS TO ATTACH FACILITIES TO A STRUCTURE.
- 3. INSTITUTE, EITHER EXPRESSLY OR DE FACTO, A MORATORIUM ON FILING, RECEIVING OR PROCESSING APPLICATIONS OR ISSUING PERMITS OR OTHER APPROVALS, IF ANY, FOR THE COLLOCATION OF A SMALL WIRELESS FACILITY.
- 4. REQUIRE AN APPLICATION FOR ROUTINE MAINTENANCE OR THE REPLACEMENT OF SMALL WIRELESS FACILITIES WITH SMALL WIRELESS FACILITIES THAT ARE SUBSTANTIALLY SIMILAR OR THE SAME SIZE OR SMALLER. A COUNTY MAY REQUIRE A PERMIT TO WORK WITHIN A RIGHT-OF-WAY FOR SUCH ACTIVITIES, IF APPLICABLE. A PERMIT ISSUED PURSUANT TO THIS PARAGRAPH IS SUBJECT TO THE REQUIREMENTS OF THIS SECTION.

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- D. ISSUANCE OF A PERMIT BY A COUNTY SHALL ALLOW THE APPLICANT TO DO BOTH OF THE FOLLOWING:
- 1. COLLOCATE THE SMALL WIRELESS FACILITIES OR CONSTRUCT, INSTALL, MOUNT, MAINTAIN, MODIFY, OPERATE OR REPLACE THE UTILITY POLE OR WIRELESS SUPPORT STRUCTURE, AS SPECIFIED IN THE PERMIT.
- 2. ON FINAL INSPECTION OF ALL WORK COMPLETED PURSUANT TO THE PERMIT, SUBJECT TO APPLICABLE RELOCATION REQUIREMENTS AND THE WIRELESS PROVIDER'S RIGHT TO TERMINATE AT ANY TIME, OPERATE AND MAINTAIN THE SMALL WIRELESS FACILITIES. A PERMIT MAY NOT STATE A DURATION PERIOD FOR OPERATION AND MAINTENANCE.
- E. THIS ARTICLE DOES NOT ALLOW A PERSON TO COLLOCATE SMALL WIRELESS FACILITIES ON A PRIVATELY OWNED UTILITY POLE, A PRIVATELY OWNED WIRELESS SUPPORT STRUCTURE OR PRIVATE PROPERTY WITHOUT THE CONSENT OF THE PROPERTY OWNER.

# 11-1807. <u>General requirements concerning use of the right-of-way by wireless providers</u>

UTILITY POLES, WIRELESS SUPPORT STRUCTURES AND WIRELESS FACILITIES DEPLOYED BY WIRELESS PROVIDERS PURSUANT TO THIS ARTICLE SHALL BE CONSTRUCTED AND MAINTAINED AS TO NOT OBSTRUCT, ENDANGER OR HINDER THE USUAL TRAVEL OR PUBLIC SAFETY ON THE RIGHT-OF-WAY, DAMAGE OR INTERFERE WITH ANY OTHER UTILITY FACILITIES IN THE RIGHT-OF-WAY OR INTERFERE WITH A UTILITY'S USE OF THE UTILITY'S FACILITIES IN THE RIGHT-OF-WAY. CONSTRUCTION AND MAINTENANCE BY THE WIRELESS PROVIDER SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AND ALL APPLICABLE LAWS AND REGULATIONS FOR THE PROTECTION OF UNDERGROUND AND OVERHEAD UTILITY FACILITIES. A COUNTY SHALL TREAT A WIRELESS PROVIDER'S UTILITY FACILITIES LOCATED WITHIN A RIGHT-OF-WAY ON AN EQUAL BASIS WITH OTHER UTILITY FACILITIES, EXCEPT THAT A COUNTY MAY ADOPT REASONABLE REGULATIONS TO ADDRESS THE SEPARATION OF THE WIRELESS PROVIDER'S UTILITY FACILITIES FROM THE OTHER UTILITY FACILITIES WITHIN THE RIGHT-OF-WAY TO PREVENT ANY DAMAGE TO OR INTERFERENCE WITH OTHER UTILITY FACILITIES OR INTERFERENCE WITH A UTILITY'S USE OF THE UTILITY'S FACILITIES LOCATED OR TO BE LOCATED WITHIN THE RIGHT-OF-WAY.

### 11-1808. Scope of local authority

A. SUBJECT TO THIS ARTICLE AND APPLICABLE FEDERAL LAW, A COUNTY MAY EXERCISE ZONING, LAND USE, PLANNING AND PERMITTING AUTHORITY AND THE COUNTY'S POLICE POWER WITHIN THE COUNTY'S TERRITORIAL BOUNDARIES, INCLUDING FOR THE INSTALLATION, MODIFICATION AND REPLACEMENT OF WIRELESS SUPPORT STRUCTURES AND UTILITY POLES.

B. A COUNTY DOES NOT HAVE ANY JURISDICTION OR AUTHORITY OVER THE DESIGN, ENGINEERING, CONSTRUCTION, INSTALLATION OR OPERATION OF ANY SMALL WIRELESS FACILITY LOCATED IN AN INTERIOR STRUCTURE OR ON THE SITE OF ANY CAMPUS, STADIUM OR ATHLETIC FACILITY THAT IS NOT OWNED OR CONTROLLED BY THE COUNTY OTHER THAN TO COMPLY WITH APPLICABLE CODES.

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C. THIS ARTICLE DOES NOT AUTHORIZE THIS STATE OR ANY POLITICAL SUBDIVISION OF THIS STATE, INCLUDING A COUNTY, TO REQUIRE SMALL WIRELESS FACILITY DEPLOYMENT OR TO REGULATE WIRELESS SERVICES.

11-1809. Dispute resolution

A COURT OF COMPETENT JURISDICTION IN THIS STATE SHALL DETERMINE ALL DISPUTES ARISING UNDER THIS ARTICLE.

11-1810. Applicability

THIS ARTICLE DOES NOT:

- 1. AFFECT THE AUTHORITY OF A SPECIAL TAXING DISTRICT, INVESTOR-OWNED ELECTRIC UTILITY OR ELECTRIC COOPERATIVE THAT OWNS, CONTROLS OR OPERATES UTILITY POLES OR WIRELESS SUPPORT STRUCTURES TO DENY, LIMIT, RESTRICT OR DETERMINE THE RATES, FEES, TERMS AND CONDITIONS FOR THE USE OF OR ATTACHMENT TO ITS UTILITY POLES OR WIRELESS SUPPORT STRUCTURES BY A WIRELESS PROVIDER.
- 2. CONFER ON ANY COUNTY ANY ZONING, LAND USE, PLANNING, PERMITTING OR OTHER REGULATORY AUTHORITY OVER THE UTILITY POLES, WIRELESS SUPPORT STRUCTURES OR SMALL WIRELESS FACILITIES OWNED, CONTROLLED OR OPERATED BY A SPECIAL TAXING DISTRICT OR THE INSTALLATION OF SUCH UTILITY POLES, WIRELESS SUPPORT STRUCTURES OR SMALL WIRELESS FACILITIES BY A SPECIAL TAXING DISTRICT.
- 3. AMEND, MODIFY OR OTHERWISE AFFECT ANY PRIVATE EASEMENT. ANY AND ALL RIGHTS FOR THE USE OF A RIGHT-OF-WAY ARE SUBJECT TO THE RIGHTS GRANTED PURSUANT TO ANY PRIVATE EASEMENT.

APPROVED BY THE GOVERNOR MARCH 31, 2017.

FILED IN THE OFFICE OF THE SECRETARY OF STATE MARCH 31, 2017.

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#### **ORDINANCE NO. 663-18**

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE TOWN OF FLORENCE CODE OF ORDINANCES TITLE XI "BUSINESS REGULATIONS", BUT NOT LIMITED TO, NEW PROVISIONS REGARDING SMALL WIRELESS FACILITIES AND RATES AND FEES FOR USE OF THE PUBLIC RIGHT OF WAY AND TOWN STRUCTURES, (CASE PZ 18-22 ORD).

**WHEREAS**, Arizona State Legislature passed House Bill 2365 amending the Arizona Revised Statutes by adding Title 9, Chapter 5, Article 8 "Use of Public Highways by Wireless Providers"; and

WHEREAS, the Town Council has determined that it is in the best interest of the residents of Florence to amend the Town of Florence Code of Ordinances, Title XI "Business Regulations" by adding Subsection 120 "Small Wireless Facilities", as further set forth in Exhibit "A", which is attached hereto and incorporated herein by reference; and

**WHEREAS**, the Planning and Zoning Commission, after having held a public hearing on the case, has forwarded the Mayor and Town Council a unanimous favorable recommendation for the text amendment ordinance; and

**WHEREAS**, the Town Council has determined that, for the reasons set forth above and for the purpose of protecting the public health, safety and welfare of the residents and visitors of Florence, it is in the best interests of the Town to amend the Code of Ordinances as provided herein.

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

- Section 1. Any proposal for the construction or installation of new monopoles, poles associated with wireless facilities, or wireless facilities in the public right of way shall be subject to the following: Title XV Land Usage, Chapter 150 Development Code, Part 9 Wireless Communications Facilities Sections 150.180 to 150.184; the Town's licensing and permit requirements; the Town's reasonable design review and development standards; the Town's reasonable rates and fees as adopted by the Town; and all other applicable regulatory processes.
- Section 2. Existing Title XI of the Town of Florence Code of Ordinances is hereby amended by the addition of new Subsection 120 as set forth in Exhibit "A."

- Section 3. <u>Exhibit "A"</u> is hereby approved, adopted and incorporated into the Town of Florence Code of Ordinances by reference, as fully as if set forth in this Ordinance in its entirety.
- Section 4. If any section, subsection, clause, phrase or portion of this Ordinance or any part of the amended and restated Town of Florence Code of Ordinances Title XI is for any reason held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.
- Section 5. One (1) paper copy and one (1) electronic copy of this ordinance are ordered to remain on file with the Town Clerk.

**PASSED AND ADOPTED** by the Mayor and Council of the Town of Florence this 20<sup>th</sup> day of August, 2018.

	Tara Walter, Mayor
ATTEST:	APPROVED AS TO FORM:
Lisa Garcia, Town Clerk	Clifford L. Mattice, Town Attorney



# TOWN OF FLORENCE COUNCIL ACTION FORM

# AGENDA ITEM

ARIZONA POLNORD Isad	COUNCIL ACTION FORM	8d.
MEETING DATE: August 20, 2018		<ul><li></li></ul>
DEPARTMENT: Community Services		☐ Public Hearing ☐ Resolution ☑ Ordinance
STAFF PRESENTER: John Nixon, Recreation Superintendent		☐ Regulatory ⊠ 1 <sup>st</sup> Reading
SUBJECT: Ordinance No. 664-18: Florence Youth Commission		☐ 2 <sup>nd</sup> Reading ☐ Other
STRATEGIC PLAN REFERENCE:		
☐ Community Vitality ☐ Economic Prosperity ☐ Leadership and Governance		
☐ Partnership and Relationships ☐ Transportation and Infrastructure		
☐ Statutory ☐ None	е	

### RECOMMENDED MOTION/ACTION:

Adoption of Ordinance No. 664-18: AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING CHAPTER 32 OF THE FLORENCE TOWN CODE BY ADDING SECTION § 32.200 ET SEQ., ESTABLISHING A YOUTH COMMISSION IN THE TOWN OF FLORENCE.

### BACKGROUND/DISCUSSION:

In 2017, the Town Council adopted a Strategic Plan that included the creation of a youth commission as an objective related to Community Vitality. Staff has now drafted an application and bylaws for the proposed Florence Youth Commission for the Town Council's consideration. This application and bylaws to create a Youth Commission would further the Town Council's and Town Staff's commitment to improve the quality of life for Florence teens by direct representation in issues which affect them.

Our current Florence Teen Council (FTC), created in July 2016, emphasizes the planning, coordination and implementation of teen programs and events. While the FTC has occasionally expanded into areas of community service, its emphasis remains in programming and events.

The vision for the proposed Youth Commission shifts emphasis to involvement with town government operations and to serve as a direct voice to the Mayor and Council. If Council approves the creation of the Youth Commission, we predict that both youth organizations will at times, work together in various capacities; however, the main

Subject: Ordinance No. 664-18: Florence Youth Commission Meeting Date: August 20, 2018

emphasis for the Youth Commission, will be its dedication to representing the interests and desires of our local youth and recommending issues, concerns and policies to Town Staff and the Mayor and Council.

### A VOTE OF NO WOULD MEAN:

No further action will be taken to create a Florence Youth Commission.

### A VOTE OF YES WOULD MEAN:

Staff will move forward with the marketing of the Florence Youth Commission and recruitment of applicants for appointment by the Town Council in September.

### **FINANCIAL IMPACT**:

Funding for teen leadership and programming was included in the Recreation Division budget.

### **ATTACHMENTS:**

Ordinance No. 664-18 Florence Youth Commission Guide

Subject: Ordinance No. 664-18: Florence Youth Commission Meeting Date: August 20, 2018

#### **ORDINANCE NO 664-18**

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING CHAPTER 32 OF THE FLORENCE TOWN CODE BY ADDING SECTION § 32.200 ET SEQ., ESTABLISHING A YOUTH COMMISSION IN THE TOWN OF FLORENCE.

**WHEREAS**, the Mayor and Council of the Town of Florence, Arizona believes it is in the best interest of the Town and its residents to establish a Youth Commission; and

**WHEREAS**, the Mayor and Council, pursuant to Article 32.001 of the Town Code, are authorized to establish the Youth Commission for the purposes of promoting youth leadership and providing a voice for the Youth of the Town of Florence.

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

That Chapter 32 of the Florence Town Code is hereby amended by adding Section § 32.200, et seq., the following:

### 32.200 Youth Commission

- (A) *Membership.* To carry out the responsibilities and duties set forth herein, there is hereby created a Youth Commission to consist of five (5) voting members and two alternates.
  - (1) The members of the Youth Commission shall be appointed and shall serve two years term. The initial appointment shall have two members who serve oneyear term. Terms will expire October 1. If a vacancy occurs on the Commission, the first alternate member will complete the unexpired term, followed by the second alternate member. Alternate will assume the expired term of the vacating member. Members shall serve until their successors are appointed.
  - (2) Membership Qualifications: All members must live within the town limits of Florence, be between the ages of 14 18 years old (or be in the 9<sup>th</sup> to 12<sup>th</sup> grade) and have at least a 2.00 GPA. Members may serve until their 19<sup>th</sup> birthday.
- (3) The Commission may organize committees and adopt rules and procedures necessary to accomplish its purpose.
- (B) *Duties.* The Commission shall act as an advisory body to the Town Council and the Parks and Recreation Advisory Board and make recommendations regarding but not limited to:

- (1) Policies, priorities, and plans for promoting, advancing, and maintaining youth activities;
- (2) Encouraging the promotion of youth leadership;
- (3) Setting annual goals to be identified in the Strategic Plan as Youth Commission projects and approved by Town Council.
- (4) Review and approve the official minutes from all Youth Commission meetings.
- (5) Establish, support and participate in planned public relation events to better inform the public of youth programs, services and views.
- (C) Meetings.
  - (A) The Youth Commission Shall hold monthly meetings.

**PASSED AND ADOPTED** by the Mayor and Council of the Town of Florence, Arizona, this  $20^{\text{th}}$  day of August 2018.

	Tara Walter, Mayor
ATTEST:	APPROVED AS TO FORM:
Lisa Garcia, Town Clerk	 Clifford L. Mattice, Town Attorney

# Town of Florence



# FLORENCE YOUTH COMMISSION

"Leaders of tomorrow, serving today" "Today's students, tomorrow's leaders"

**Youth Commission Guide** 

Goals, Application & Bylaws

# **Town of Florence Youth Commission Information**



### Goals:

- Educate youth in the operation of town government and give them a meaningful voice
- Provide a link to the Mayor and Council by representing our community's youth
- Express their concerns, needs and suggestions to Town officials
- Recommend policies and programs to Mayor and Council which would benefit all Florence youth
- Increase knowledge and opportunity of civic education through hands-on experience
- Research and recommend valuable partnerships within the community
- Promote and assume an active role in the exchange of information on youth development

### Benefits:

- Develop leadership skills
- Learn responsibility and accountability
- Networking and develop new friendships
- Personal development
- Strengthen resumes for scholarships, higher education and future work opportunities
- Serve as a voice for the youth in our community
- Serve as a youth advocate
- Increased understanding of government functions
- Increased understanding of future government employment opportunities
- Impact the community with recommendations and observations on teen issues and concerns
- Direct line to decision makers in the community

### Mission Statement:

• (To be determined by the first Youth Commission)



# Town of Florence Youth Commission Application

The Florence Youth Commission is open to all high school aged students living in Florence. This includes but is not limited to Florence Unified School District, online secondary schools or secondary charter schools. Students must be in grades 9-12 and/or between the ages of 14-18. **Deadline to submit applications is Friday, August 31, 2018.** Applications may be submitted at the Florence Library and Community Center, 778 N. Main Street or mailed to: Florence Youth Commission, c/o Florence Community Services Department, P.O. Box 2670, Florence, AZ 85132.

Full Name:	Male Female
Home Address:	Date of Birth:
City:	Zip:
Home Phone: ()	
GradeSchool	
E-mail:	
Parent or Guardian Name(s):	
"I give my permission for	 to apply to the Town
of Florence Youth Commission."	
Parent/Guardian Signature:	Date:
Parent Contact Number:	
Parent Email:	
Cell Phone:	

Applicant Question	ons:	
How did you hear abo	out the Florence Youth C	commission? (Please circle any that apply)
Parent	Friend	Media (which one)
Mayor/Council	School	Other:
Why are you applying	ງ to serve on the Florenc	e Youth Commission?
What interests and ta	lents would you bring to	the Youth Commission if you are selected?
What are three main	issues facing the youth i	n Florence?
		_
List your community o	or school volunteer and/o	or work experience(s).

What is your vision or expectations of the	e Florence Youth Commission?
List two adult (non-relatives) references This could be a teacher, employer, comr	who would recommend you for the Youth Commission. nunity member or a family friend.
Name:	Phone:
Address	
	-
Name:	Phone:
Address	
Email:	
meetings (and others as decided by the Commission and selected activities. Mer	nce Youth Commission must attend regular monthly commission), and be an active participant in the mbers can be removed from the Commission after three elow indicates you agree and understand the duties and mission member.
Print Name	
Signature	Date



# Town of Florence Youth Commission Bylaws

### ARTICLE I

### Section 1 – Representation

The Town of Florence Youth Commission seeks a diverse membership from the Florence community to represent our youth. Local high school aged students are encouraged to apply.

### Section 2 - Goals and Purposes

The Youth Commission will serve as a link between the youth of Florence, the community and Town Council. Members will be responsible for communication between youth and adults to improve teen activities, observations and develop leadership skills among Florence teens.

### **Section 3 – Membership Qualifications**

All members must live within the town limits of Florence, be between the ages of 14 - 18 years old (or be in the  $9^{th}$  to  $12^{th}$  grade) and have at least a 2.00 GPA.

### Section 4 - Term Limits

One two year term of service is expected but members may remain on the Youth Commission until they graduate from high school or have their 19<sup>th</sup> birthday.

### **Section 5 – Appointment of Members**

The Mayor and Town Council will appoint the members of the Youth Commission. The Mayor and Council member may appoint five applicants and two alternates to the Commission. The Community Services Department staff and Parks and Recreation Advisory Board Members will make recommendations to the Mayor and Council.

### Section 6 – Orientation

New members of the Youth Commission are required to attend a training orientation upon appointment to the Commission.

### Section 7 - Conduct

All members of the Florence Youth Commission will conduct themselves in a positive, professional manner at all times. Behavior such as smoking, consuming alcohol or using illegal drugs will not be tolerated and are grounds for immediate dismissal.

### ARTICLE II

### **OFFICES**

### Section 1 - Offices

The Recreation Superintendent shall serve as temporary chair in order to elect the officers. The Commission shall elect a Chairperson, Vice Chairperson, and Secretary. The candidate receiving a majority vote from Commission members is elected.

### Section 2 - Officer Duties

The duties of the officers shall be as follows:

- a. The Chairperson shall preside at the meetings of the Florence Youth Commission and administer the affairs of the Youth Commission, with assistance from the Community Services Department. The Chairperson shall perform such other duties as provided by these bylaws and/or by direction from the Florence Town Council.
- b. The Vice Chair shall perform the duties and exercise the power of the Chair during the absence or by request of the Chair.
- c. The Secretary shall determine a quorum for the meeting and take meeting notes. The Secretary conducts roll call at the start of each meeting. The Secretary shall preside and perform the duties and exercise the power of the Chair during the absence of both the Chair and the Vice Chair.

### Section 3 - Election of Officers

Youth Commission Officers shall be elected annually. The officers shall be elected by a majority vote of the Commission members present.

### Section 4 – Term of Officers

The term of all officers is one year. However, all officers shall continue to hold office until their successors are elected. Officers shall be elected at the first Youth Commission meeting each year.

### Section 5 - Vacancies of Officers

Should a vacancy occur in an office of the Florence Youth Commission for any reason, the office shall be filled by an election at the next regular meeting of the Commission.

### ARTICLE III

### **MEETINGS**

### **Section 1 – Regular Meetings Procedures**

Regular meetings of the Florence Youth Commission will be held once a month at a day and time determined by its members. The principal meeting place of the Youth Commission will be the Florence Community Center. Before convening a Commission meeting, the Recreation Coordinator shall inform the Town Clerk of the meeting subject matter. The Town Clerk shall give public notice of the meeting in accordance with the requirements of the Arizona Open Meetings Law. This notice shall include posting on the Town of Florence official website.

### Section 2 - Special Meetings

The Commission Chairperson may call a Special Meeting with approval from the Recreation Superintendent. Request for Special Meetings shall be sent to the Town Clerk at least 48 hours in advance of the meeting. This request shall include the reason or reasons for requesting the Special Meeting. The Recreation Superintendent shall notify each member of the Commission via electronic mail or by telephone.

### Section 3 - Open Meetings

All meetings of the Town of Florence Youth Commission are open to the public and subject to all requirements of the Arizona's Open Meeting Laws.

### Section 4 – Quorum

The presence of a majority of the entire membership of Florence Youth Commission shall constitute a quorum at its meetings. A quorum is required to conduct official Commission business at any meeting.

### Section 5 - Voting

The affirmative vote of a majority of the Commission members present shall be necessary to adopt a recommendation to be forwarded to the Florence Town Council for review and/or possible action.

### Section 6 - Order of Business

The Chairperson of the Youth Commission shall call the members of the Commission to order. Before proceeding to business, the roll of the members shall be called, and the names of those present (and absent) entered in the minutes. If a quorum is present, the order of the business shall be:

- a. Pledge of Allegiance
- b. Roll call
- c. Approval of the minutes of the previous meeting
- c. Call to the Public
- d. Matters for consideration (new and old business)
- f. Adjournment

### Section 7 – Recordings of Meetings

The proceedings of the Youth Commission shall be recorded by Community Services Department representative(s). Records shall be preserved in accordance with procedures established by the Town Clerk.

### **Section 8 – Conduct of Members**

No member of the Youth Commission shall interfere with the orderly progress of the meeting by leaving his or her seat or engaging in unnecessary conversation. Any member responsible for any unprofessional conduct will be *excused* from the rest of the meeting and reported to the Recreation Coordinator. Members will be removed from the Commission for three *excuses*.

A Commission member may lose eligibility under the Conduct of Members for any of the
following behaviors:
□ possession, use, or purchase of tobacco products
□ possession, use, or purchase of alcoholic beverages, including beer and wine ("use" included having the odor of alcohol on one's breath)
□ possession, use, or purchase of illegal drugs or the unauthorized possession, use, sale or purchase of otherwise lawful drugs
□ engaging in any act that would be grounds for arrest or citation in the criminal or juvenile court system, excluding minor traffic offenses, regardless of whether the student was cited, arrested, convicted, or adjudicated for the act(s)
□ inappropriate or offensive conduct such as fighting, hazing or harassment of others, or insubordination - refusing to cooperate with staff to the point that a Town employee is involved at the scene or law enforcement is called to resolve the situation
□ posting inappropriate or offensive material on a social media website (i.e. Twitter, Facebook, Instagram, YouTube, Snap Chat, etc.) that would be accessible to the general public

### Section 9 – Attendance

Attendance at all Youth Commission meetings and activities is expected from all members. Arriving on time (punctuality) is also expected. If a member cannot attend due to sickness or other legitimate reason, the member must notify the Recreation Superintendent who shall notify the Youth Commission Chair. Any member who fails to appear and answer to his or her name when the roll is called at any regular meeting or special meeting shall be recorded as absent (excused or unexcused). Any member who has misses 75% of required 12 meetings and 50% of sanctioned events, or three consecutive regular meetings (excused or unexcused) shall be reported back to their Town Council representative and subject to removal.

### ARTICLE IV

### **TOWN COUNCIL ROLE**

### Section 1 – Role of Town Council

The Florence Town Council shall receive and consider recommendations from the Florence Youth Commission. The Town Council shall provide support staff to the Youth Commission to assist it in carrying out its duties. The Town Council shall communicate upcoming issues to the

Youth Commission so it may review and respond accordingly. The Town of Florence Town Council reserves the right to amend or disband the Youth Commission at any time.

### ARTICLE V

### **BYLAWS AND AMENDMENTS**

### **Section 1 – Bylaws and Amendments**

The Youth Commission bylaws shall be reviewed once annually. The bylaws may be amended at a regular stated meeting under these conditions: a majority of the Commission members approve the amendment in a roll call vote; the amendment is part of the meeting agenda and the members were notified in writing. Final approval of bylaws and amendments must come from the Town of Florence Town Council in order to take effect.

### ARTICLE VI

### **REWARDS AND RECOGNITION**

### Section 1 – Rewards and Recognition

The Town of Florence Town Council will determine an appropriate method for recognizing successful participation in the Florence Youth Commission. A decision will be made at the end of each appointee's annual term to determine how they will be recognized for their hard work and dedication. Representatives from Community Services will assist and recommend to the Mayor and Council members methods to recognize and reward Commission members.



# TOWN OF FLORENCE

# AGENDA ITEM

TOWN OF FLORENCE ARIZONA	COUNCIL ACTION FORM	9a.
MEETING DATE: Aug	ust 20, 2018	
<b>DEPARTMENT</b> : Admi	nistration	<ul><li>☑ Action</li><li>☐ Information Only</li><li>☐ Public Hearing</li></ul>
STAFF PRESENTER: Manager	Benjamin Bitter, Assistant to the Town	Resolution Ordinance Regulatory
SUBJECT: Resolution members of the Tohon resolution, and to set fu	☐ 1 <sup>st</sup> Reading☐ 2 <sup>nd</sup> Reading☐ Other☐	
		mic Prosperity nsportation and Infrastructure

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

Adopt Resolution No. 1662-18: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AUTHORIZING THE SALE OF THE REMAINING PLOTS OF BLOCK 29 OF THE TOWN OF FLORENCE CEMETERY TO THE TOHONO O'ODHAM NATION, RESCINDING RESOLUTION NO. 544-96, AND ESTABLISHING FUTURE RATES FOR CEMETERY SERVICES AT THE THEN PREVAILING RATE.

### BACKGROUND/DISCUSSION:

On February 20, 1996, the Town of Florence adopted Resolution No. 544-96, which authorized an Intergovernmental Agreement between the Town and the Tohono O'odham Nation. The Agreement set forth the terms of a partnership by which the Tohono O'odham Nation would have exclusive rights to Block 29 of the Town of Florence Cemetery, and set an interment fee of \$26.00 for each burial plot. Other fees were applicable, if the Tohono O'odham Nation used Town of Florence personnel and/or equipment for preparations or other accommodations.

During the course of a recent internal review, Staff determined that the Town of Florence had overcharged the Tohono O'odham Nation for the plots and services offered under the 1996 resolution. A review of past transactions found that the Tohono O'odham Nation should have a credit on their account of \$2,548 for these overpayments.

The Tohono O'odham Nation approached the Town of Florence with a desire to purchase the remaining 180 plots within Block 29 of the Town of Florence Cemetery.

Subject: Resolution No. 1662-18 TO Cemetery Spaces Meeting Date: August 20, 2018 Because the purpose of the Intergovernmental Agreement and Resolution from 1996 was to oversee the process of the sale of plots within Block 29, the Agreement will become moot upon the final sale of all plots within Block 29. As such, it is necessary to terminate the former Intergovernmental Agreement, and provide to the Tohono O'odham Nation the "instrument of termination adopted by the terminating party's governing board" as outlined in the Agreement (p. 4).

The Town values its partnership with the Tohono O'odham Nation and Gu Achi District and look forward to continuing our relationship for many years.

### **A VOTE OF NO WOULD MEAN:**

The Town would issue a credit to the Tohono O'odham Nation to compensate for the past overcharges. Remaining plots would be sold, as needed, under the former agreement (at \$26 per plot). Some additional fees would be at 1996 prices (if set apart in that agreement), while others would be at prevailing rate.

### A VOTE OF YES WOULD MEAN:

The Town would transfer ownership of the remaining 180 plots in Block 29 to the Tohono O'odham Nation, and would rescind Resolution 544-96. This would the allow the Town to have uniform fees for additional services, thereby minimizing the possibility for future oversight.

### **FINANCIAL IMPACT:**

The Town will receive a one-time payment of \$4,680 for the remaining 180 plots (including the \$2,548 credit that will be issued for past overpayments). The Community currently has sufficient funds for this purchase in their account with the Town of Florence.

### ATTACHMENTS:

Resolution No. 1662-18 Cemetery Map

Letter from the Gu Achi District of the Tohono O'Odham Nation

Subject: Resolution No. 1662-18 TO Cemetery Spaces Meeting Date: August 20, 2018

### **RESOLUTION NO. 1662-18**

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AUTHORIZING THE SALE OF THE REMAINING PLOTS OF BLOCK 29 OF THE TOWN OF FLORENCE CEMETERY TO THE TOHONO O'ODHAM NATION, RESCINDING RESOLUTION NO. 544-96, AND ESTABLISHING FUTURE RATES FOR CEMETERY SERVICES AT THE THEN PREVAILING RATE.

**WHEREAS,** the Town of Florence adopted Resolution No. 544-96 on February 20, 1996, which set apart an Intergovernmental Agreement between the Tohono O'odham Nation and the Town relating to burial practices at the Town of Florence Cemetery; and

**WHEREAS**, in Resolution No. 544-96, the Town set aside Block 29 of the Cemetery for the Tohono O'odham Nation, and the Tohono O'odham Nation has requested to purchase all remaining plots within Block 29 at the price agreed to in the Agreement; and

**WHEREAS,** the Town values its relationship with the Tohono O'odham Nation, the Gu-achi District, and the Florence Indian Community, and agrees to sell the remaining plots in Block 29 at the price agreed to in the Agreement; and

**WHEREAS,** with the sale of the remaining plots within Block 29, the Town's obligations under the Intergovernmental Agreement authorized by Resolution No. 544-96 have been met; and

**WHEREAS,** the Town recognizes the unique and distinct burial practices of the Tohono O'odham Nation, and wishes to accommodate these practices, while establishing that if additional services are requested by the Tohono O'odham Nation, that these services shall be charged at the prevailing rate.

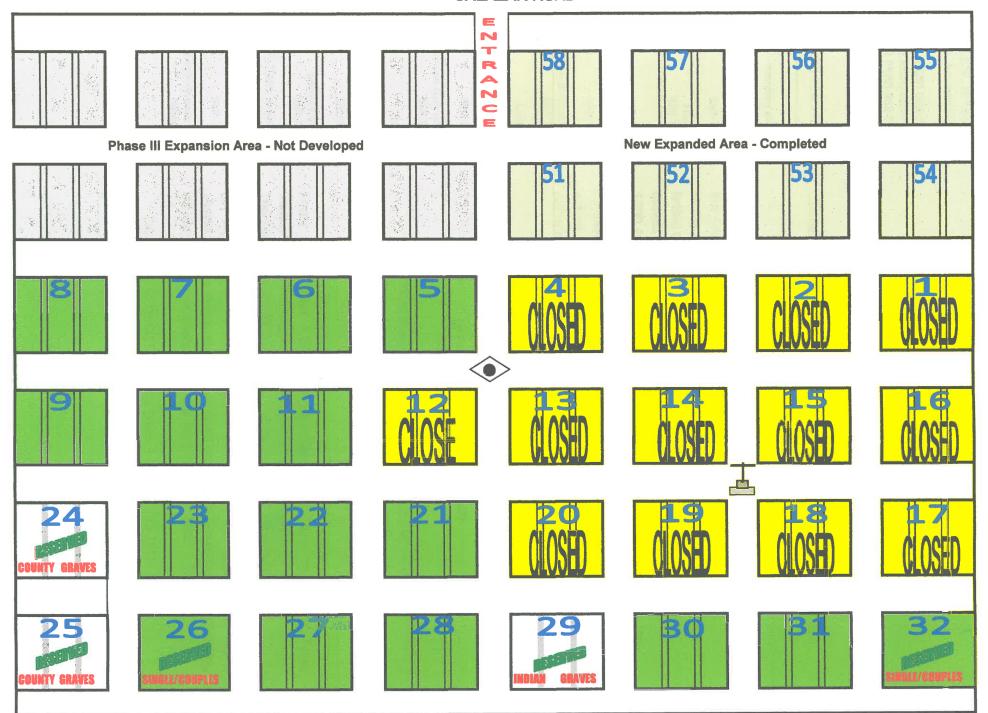
**NOW, THEREFORE, BE IT RESOLVED THAT** the remaining plot in unit 29 will be sold to the Tohono O'Odham Nation.

**FURTHER BE IT RESOLVED THAT** that Resolution No. 544-96 is rescinded and the underlying Intergovernmental Agreement is terminated and all future cemetery services will be provided at the prevailing rate at the time of service.

**PASSED AND ADOPTED** by a majority vote of the Mayor and Council of the Town of Florence on this 20<sup>th</sup> day of August 2018.

	Tara Walter, Mayor		
ATTEST:	APPROVED AS TO FORM:		
Lisa Garcia, Town Clerk	Clifford L. Mattice, Town Attorney		

# SALAZAR ROAD





# Gu Achi District OF THE Tohono O'odham Nation



HC 01 Box 8713 • Sells, Arizona 85634 520/361-2404 • 520/361-2540 • 520/383-8948 Fax: 520/361-2724 • gadistrict@toua.net

July 24, 2018

Benjamin Bitter Assistant to Town Manager Town of Florence 775 N. Main Street PO Box 2670 Florence, Arizona 85132

RE: Block 29 – Florence Cemetery

Dear Mr. Bitter,

The Gu Achi District ("District") and representatives of the Florence Village Community ("Village") met with the Natural Resources Committee of the Tohono O'odham Nation's Legislative Council regarding the Town of Florence's ("Town") proposal to apply the District's credit currently held by the Town toward the purchase of the 180 remaining plots in Block 29 of the Florence Cemetery. As proposed, the plots will be purchased at the rate as outlined in the Intergovernmental Agreement between the Town and the Tohono O'odham Nation. Following internal discussions, we are ready to proceed with the proposal as it relates to the purchase of the 180 remaining burial plots in Block 29. However, one remaining area of concern is whether the inventory of unoccupied plots completed by the Town is accurate at 180 plots and the recourse available in the event the inventory is inaccurate.

With regard to the Town's proposal to terminate the Intergovernmental Agreement, the District is not a party to the agreement, therefore we are unable to comment further on those terms.

Please let me or our attorney, Charlene Jackson know if there is any more information needed from the District to complete this transaction. I can be contacted at (520) 361-2404 and Charlene may be contacted at (480) 785-6196 or via email at cjackson@cdjacksonlaw.com.

Sincerely,

Willard Anita

Chairman

Gu Achi District



TOWN OF FLORENCE ARIZONA RARGERE LINE	COUNCIL ACTION FORM	9b.		
MEETING DATE:	August 20, 2018	N		
DEPARTMENT: De	evelopment Services	□ Action             □ Information Only             □ Public Hearing		
STAFF PRESENTE	ER: Christopher A. Salas, Development Services Director Town Engineer	☐ Resolution ☐ Ordinance ☐ Regulatory ☐ 1 <sup>st</sup> Reading ☐ 2 <sup>nd</sup> Reading		
<b>SUBJECT:</b> Contract with Cactus Transportation dba: Cactus Asphalt for asphalt maintenance and repair services		Other		
STRATEGIC PLAN	REFERENCE:			
☐ Community Vitality ☐ Economic Prosperity ☐ Leadership and Governance				
$\square$ Statutory $\square$ Partnership and Relationships $\boxtimes$ Transportation and Infrastructure				
□ None				

### RECOMMENDED MOTION/ACTION:

Motion to enter into a contract with Cactus Transportation, dba: Cactus Asphalt, using the Cooperative Contract, through Pinal County JOC Contract #173923 Asphalt Maintenance & Repair Services, which includes the application of Chip Seal Binder: Polymer Modified Asphalt Rubber and FOG Seal Binder for pavement preservation treatment. in an amount not to exceed \$364,018.24 (Proposal \$316,537.60 with a 15% contingency, \$47,480.64.)

### BACKGROUND/DISCUSSION:

The surface of the various locations throughout Florence are worn and in need of asphalt preservation. The areas targeted for the Fall of 2018 are on Exhibit B.

Pinal County has an existing contract with Cactus Asphalt, and the Town of Florence has the opportunity to piggyback on the Pinal County Contract #175923. On May 22, 2018, Pinal County entered into a contract with Cactus Asphalt to provide asphalt maintenance and repair services which includes binder pavement preservation treatment. contract expires May 22, 2019, with options to extend.

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.

Subject: Cactus Transportation dba Cactus Asphalt Contract Meeting Date: August 20, 2018

Page 1 of 3

### **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 cost to Contract with Cactus Asphalt in amount of \$316,537.60, plus 15% contingency of \$47,480.64 making the not to exceed amount \$364,018.24.

The fixed fee proposed for this project has been negotiated by staff and obtained through a sole source selection. Per section 4.4 of the Town's Policy;

### 4.4 Sole Source Purchase

Departments may procure and contract for supplies and services without using competitive procedures when it is clearly determined to be impractical to procure through the competitive bidding process. The Department Head shall submit a Sole Source/Emergency Purchase Justification Form (Supplement 7.7) to the Town Manager for pre-approval. If approved by Town Manager, the Department Head shall process the corresponding requisition.

In the event a Sole Source Purchase exceeds \$25,000, the Department Head shall obtain Town Council pre-approval, and, if approved, the purchase shall be processed by the Department in accordance with the Purchasing Policy.

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

### 5.632 Vendor Selection

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

### 4.12 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 is required on any purchases of \$25,000 or more.

Subject: Cactus Transportation dba Cactus Asphalt Contract Meeting Date: August 20, 2018

# **ATTACHMENTS**:

- Exhibit A Fall 2018 Scope of Work
- Exhibit B Map
- Pinal County Contract #173923
- Approved Bid Tab
- Professional Services Contract 8.20.18

Subject: Cactus Transportation dba Cactus Asphalt Contract Meeting Date: August 20, 2018

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То:	TOWN OF FLORENCE	Contact:	Christopher Salas
Address:	PO BOX 2670, 444 NORTH WARNER	Phone:	520-868-7621
	FLORENCE, AZ 85232	Fax:	520-868-7637
Project Name:	Florence Fall 2018 FAST	Bid Number:	
Project Location:	Various Streets, Florence, AZ	Bid Date:	6/21/2018

Item #	Item Description	<b>Estimated Quantity</b>	Unit	Unit Price	<b>Total Price</b>
FY 18/19 E	arly (Fall 2018)				
4-12	Chip Seal Binder: Polymer Modified Asphalt Rubber (PG -16, 16% Tire Rubber, 3% SBS Polymer) >100 TN	64 201.00	TON	\$576.00	\$115,776.00
4-19	Chip Seal Binder - Haul & Apply Services	201.00	TON	\$102.00	\$20,502.00
4-23	Chip Seal Aggregate - HV Pre-Coated	1,130.00	TON	\$103.00	\$116,390.00
4-28	Traffic Control-Chip Seal (Based On Binder Ton)	201.00	TON	\$40.00	\$8,040.00
3-1	Asphalt Emulsion Fog Seal SS 1:1 Or CSS 1:1 <50 TN	41.00	TON	\$235.00	\$9,635.00
3-13	Fog Seal Binder - Haul & Apply Services	41.00	TON	\$233.00	\$9,553.00
3-14	Traffic Control-FOG Sealing	41.00	TON	\$138.00	\$5,658.00
9-2	Message Board (Per Unit Per Day)	72.00	DY	\$75.00	\$5,400.00
9-7	Miscellaneous Removals And Other Work: Contingency For Bituminous Adjustments	1.00	LS	\$5,000.00	\$5,000.00
	Total Pric	ce for above FY 18/1	9 Early (F	all 2018) Items:	\$295,954.00
			Bi	d Price Subtotal:	\$295,954.00
		Pinal County, S	tate And	Florence 6.96%:	\$20,583.60
				Total Bid Price:	\$316,537.60

### Notes:

- Standard Terms and Conditions to follow.
- All scheduling contingent upon mutual agreement of Owner and Cactus Asphalt.
- Prices above based on completing each task in one mobilization. If an additional mobilization is required, charges may apply.
- Quoted prices valid for 60 days unless otherwise noted.
- Cactus is not responsible for notification, nor removal of vehicles and property from work areas.
- Cactus will require this proposal with exclusions be included in any contractual agreement.
- Unit prices above include all applicable state, county & local taxes for contracting.
- In the event that quantites differ from above, billing will reflect agreed upon measured quantities.
- EXCLUSIONS (Unless Otherwise Specified): Permits, Plans, Engineering, Survey, Staking, As-Builts, Testing, Inspection, Gradework, Landscape Areas, Weed Killer, Crack Routing, Crack-Sealing, Asphalt Patching, ABC or Landscape Materials, Vegetation Replacement, Prime Coat, Concrete Structures, Irrigation or Pipe Work, Utility Removal or Relocation, Drywells, Rip/Rap, Structural Backfill, Striping, Signage, Parking Bumpers Removal or Replacement, Import, Export, Excavation, Subgrade Stabilization, Removal of Debris Generated by Other Trades, Erosion Control, Thickened Pavement Edge, Project Information Sign And Any Special Insurance Requirements.
- Pricing Based off Pinal County JOC 175923

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Paving - Seal Coating - Crack Sealing - Patching - Chip Sealing - Fabric Overlay - More



ACCEPTED:	CONFIRMED:
The above prices, specifications and conditions are satisfactory and hereby accepted.	Cactus Asphalt
Buyer:	
Signature:	Authorized Signature:
Date of Acceptance:	Estimator: Jeff Smith

8/2/2018 8:22:46 AM Page 2 of 4

Paving · Seal Coating · Crack Sealing · Patching · Chip Sealing · Fabric Overlay · More

Contractors Licenses: AZ - 194430 · NV - 0040581 · NM - 022995 · UT - 944049-5501

t623-907-2800 f623-907-2900 cactusasphalt.com 8211 W. Sherman St. Tolleson, AZ 85353

### TERMS AND CONDITIONS

### GENERAL

Owner shall timely notify Cactus Asphalt (Cactus) in writing when the premises will be ready for work to commence, and shall give unobstructed access to all areas where work is to be done. Any necessary towing and costs of delays shall be the responsibility of the owner.

Cactus is not responsible for any utility lines (water, electric, sprinkler, communications, cable, etc.) which may lie within eighteen inches (18") of the surface. Owner is responsible for supplying all known layouts of any such utility lines which are known to exist. Cactus is not responsible for damage to undisclosed, unknown or improperly placed lines.

If Cactus encounters any different site condition or concealed condition, including but not limited to underground utilities, debris, ground water, underground storage tanks, hazardous material, "hard dig" soils, or any material or substance regulated by federal, state, local law, ordinance, or regulation, any other environmental, health or safety issue, or concern, or other conditions, that were unknown to Cactus before submission of this Proposal, the contract price shall be equitably adjusted to compensate Cactus for any additional work performed or damages incurred as a result of any such conditions. At Cactus' sole discretion, Cactus may stop all work on the project, until the parties have reached an agreement, in writing, concerning any such equitable adjustment, and Cactus shall have no obligation to perform any work which, as determined by Cactus, directly or indirectly involves any environmental, health or safety risk or hazard.

The Owner is responsible for ensuring that all surfaces are kept in a condition acceptable to the application of the agreed upon product. This includes ensuring that all automatic sprinklers that may place water on the surface are turned off. Any delay caused by failure to perform the above may result in additional expense to the owner.

Cactus is not responsible for ponding water where grade is less than 2%.

Owner is to provide a water source that is acceptable to Cactus and is sufficient for performing the work.

Cactus is fully licensed and insured. All Cactus employees are covered by Worker's Compensation Insurance.

Unless otherwise agreed in writing, the prices contained within this agreement do not include the costs of permits or bonds.

### **WARRANTY**

All work performed by Cactus is covered by a one year warranty on workmanship. Normal wear and tear, abuse, weather, and other acts of God are excluded.

### PAYMENT AND TAXES

By law, taxes may only be waived upon receipt of a valid exemption certificate. Taxes are determined in accordance with the jurisdiction where the work is performed. The owner is responsible for payment of all taxes.

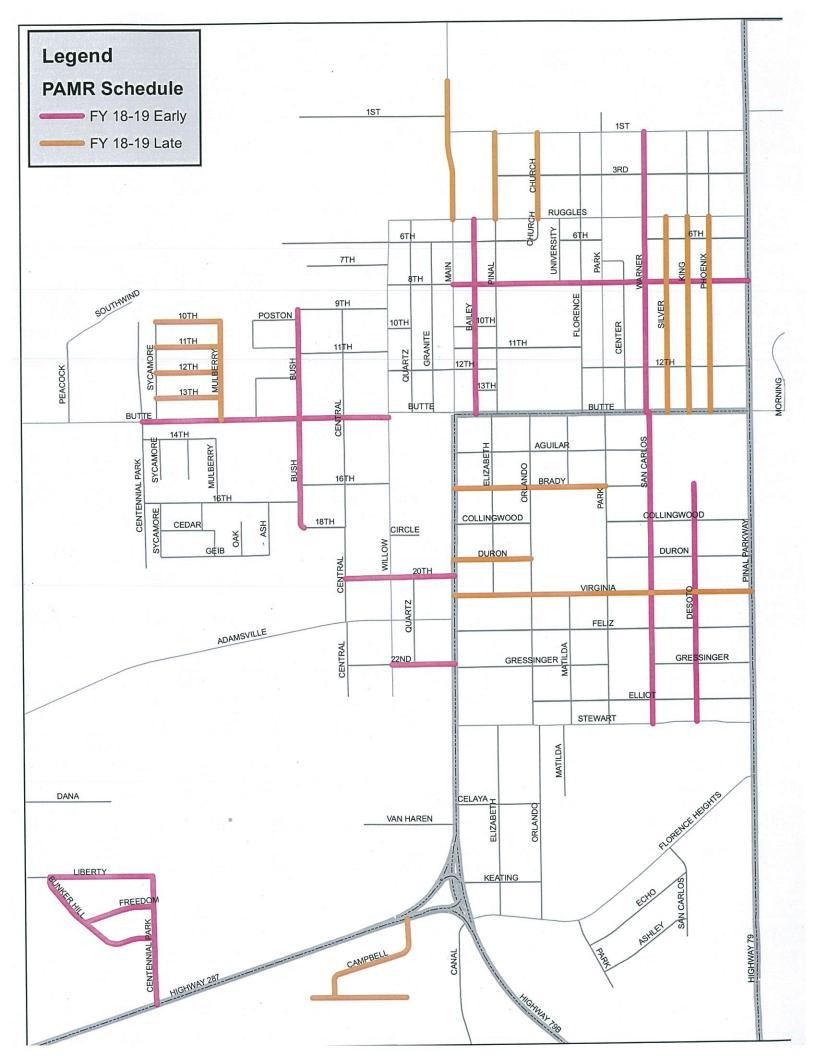
Unless otherwise stated within this agreement, all payment is due upon transmittal of invoice. In addition to other terms contained elsewhere in this proposal, Owner agrees to pay a service charge at the rate of 2% per month on all accounts that become 10 days past due. All costs of collection, as well as attorney's fees, will be added to the balance and interest due.

Cactus reserves the right (without further notice) to suspend or terminate this agreement if work is stopped for 30 or more days because of a failure to make progress payments or other delay not caused by Cactus. In such event Cactus reserves the right to recover payment for all work performed, including reasonable overhead, profit and damages under the contract.

This agreement shall be governed by and construed in accordance with Arizona law, and any lawsuit or arbitration arising from this agreement must be filed in Maricopa County, Arizona. If any provision of this agreement is determined invalid or unenforceable by a court of competent jurisdiction, that provision alone will be deemed stricken and the remainder of the agreement will be enforced.

Any dispute arising from this agreement, not timely resolved after good faith negotiation, will be submitted, at Cactus's sole discretion, to mediation, binding arbitration, or litigation in state court. If mediation is elected, its completion is an express condition precedent to Cactus's election of binding arbitration or state court litigation. If Cactus elects arbitration, the arbitration will be governed by and conducted in accordance with the Arizona Revised Uniform Arbitration Act at A.R.S. §12-1501, et seg.

A property owner has the right to file a written complaint with the Arizona Registrar of Contractors for an alleged violation of A.R.S. § 32-1154(A). Any such complaint must be filed within the applicable time period set forth in A.R.S. § 32-1155(A). The Registrar's phone number is (602) 542-1525, and its website address is http://www.azroc.gov/.





Solicitation No: 173923

# ROQ-175923 JOC Asphalt Maintenance & Repair Services

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

# **NOTICE OF REVIEW OF QUALIFICATIONS**

Designated Agency:	PINAL COUNTY PUBLIC WORKS DEPARTMENT
Material or Service:	JOC ASPHALT MAINTENANCE & REPAIR SERVICES
Contract Type:	FIRM FIXED PRICE
Contract Period:	ONE (1) YEAR INITIAL TERM FOUR (4) ONE-YEAR RENEWAL OPTIONS
Pre-Submittal Conference:	N/A
Question Due Date:	BY 5:00 PM ARIZONA TIME ON MAY 9, 2018
Solicitation Due Date:	BY 2:00 PM ARIZONA TIME ON MAY 22, 2018
Number of Copies Required:	ELECTRONIC SUBMITTAL
Solicitation Opening Date:	BY 2:15 PM ARIZONA TIME ON MAY 22, 2018
Solicitation Opening Location:	31 NORTH PINAL STREET BUILDING A FLORENCE, AZ 85132
Procurement Officer Contact Name:	LORINA GILLETTE, CPPB
Telephone:	(520) 866- 6639
Fax:	(520) 866- 2903
E-mail:	Lorina.Gillette@pinalcountyaz.gov



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### **EXHIBITS AND ATTACHMENTS**

Attachment A – Bonfire Submission Instructions for Suppliers

### **END OF SOLICITATION**

Solicitation No: 173923



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### 1. INTRODUCTION

### 1.1 Purpose and Description

Pinal County Public Works (County) is seeking experienced Contractors to provide Asphalt Maintenance and Repair Services on an as-needed basis at various project locations throughout the County utilizing the Job Order Contracting (JOC) project delivery method.

It is the intent of the County to select four (4) contractors for contract award. The initial term of the JOC will be for a minimum of one (1) year and may be renewed up to four (4) additional one-year terms. Renewal of the contract will be at the sole option of the County and be based on the successful performance of the JOC Contractor and the needs of the County. The individual job order assignment maximum amount is \$1,000,000. It is the County's intent to enter into a cost plus fee structure.

During the term of the JOC, work is performed as a series of individual job orders assignments. Individual projects may require the expenditure approval of the Pinal County Board of Supervisors. Each job order assignment, initiated by the owner, is defined cooperatively by the owner and contractor. A scope, schedule and price are negotiated and agreed upon. Then the contractor is directed to proceed with the work. Job Order Contracting may include design services, pre-construction services, construction work, maintenance and as-built documents.

The County has elected to use the JOC delivery method for these projects as outlined under A.R.S. Title 34. Cost effective construction in the shortest possible time frame and within the County's tolerance of financial risk will be the guiding principles behind the projects.

### 1.2 Cooperative Purchasing

This contract shall be for the permissive use by Pinal County. The County has entered into various cooperative purchasing agreements with other Arizona government entities in order to conserve resources, reduce overhead and purchase costs and improve delivery time. The contract resulting from this Solicitation may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the Contractor. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The County shall not be responsible for any disputes arising out of transactions made by others.

### 2. SCOPE OF WORK

### 2.1 Scope of Work

Solicitation No: 173923

The County maintains a network of civil infrastructure. The infrastructure includes, but not limited to, paved streets, dirt roads, trails, multi-use paths, park pavements, and parking lots. This JOC will be focused but not limited to, supplying all labor, material, and equipment for asphalt maintenance and repairs. Work assignments may include but not limited to, and the successful contractors shall have experience, knowledge and ability to accomplish the following tasks:

- 2.1.1 Obtain all necessary permits, required to complete the job order assignment, including but not limited to; Engineering off-site, haul route, stockpile, SWPPP, dust control, traffic control plans, etc.
- 2.1.2 Placing asphalt pavements including full depth sections, overlays, patches and repairs.
- 2.1.3 Pavement maintenance and rehabilitation; including but not limited to; crack sealing and joint sealing, crack routing and large crack repair, applying various types of surface treatments including fog seal, scrub seal, chip seal, other asphalt rejuvenation methods, milling and/or roadway profiling, saw cutting and removing both asphalt and concrete pavements.
- 2.1.4 Utility adjustments.
- 2.1.5 Minor subgrade preparation including compacting native soil, placing and compacting ABC, millings, soil stabilization and grading.
- 2.1.6 Minor earthwork: site rough and finishing grade.
- 2.1.7 Signing and striping including, survey of existing striping and signing, providing and installing project signs, obliteration of striping, layout and installing striping, symbols, raised pavement markers and signage.
- 2.1.8 Preparing traffic control plans, providing traffic set-up in accordance with the approved traffic control plans and barricading work areas.
- 2.1.9 Shoulder maintenance including grading, build-up, placement of surface treatment and sealing.



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### 2.2 Project Information

The successful JOC contractors will have documented established successful work relationships with various qualified subcontractors and knowledge of JOC project delivery methods. The specific work associated with each job order assignment shall be mutually agreed upon and issued by the County.

For any project determined by the County to be appropriate for this Job Order Contract, the County will request that the contractor prepare a scope of work, cost proposal, project schedule and back-up supporting documentation. If acceptable, the County will issue a Purchas Order, at which time the parties will execute an individual job order assignment specifying the cost and completion schedule for that project. Although the County anticipates that the JOC Contractor will be issued work, the Contractor is neither guaranteed a minimum amount of work nor any jobs at all. The County reserves the right and will issue job order assignments based on ability of the contractor to meet the County's work schedule and the availability of trades and expertise in relation to each project.

All construction shall conform to the latest version of the Uniform Standard Specifications and Details for Public Works Construction published by the Maricopa Associate of Governments (MAG), Standard Specifications and Details for Road and Bridge Construction published by Arizona Department of Transportation (ADOT), Manual on Uniform Traffic Control Devices (MUTCD) published by Federal Highway Administration (FHWA), , and the construction documents (plans and specifications) associated with each Job Order assignment.

### 2.3 Work Authorization

Any Work required under this Contract shall be authorized by issuance of formal, written Job Order Purchase Orders as follows:

- 2.3.1 As the need exists (as determined by the County) for performance under the terms of this Contract, the County will notify the Contractor of an existing requirement.
- 2.3.2 Upon the receipt of this notification, Contractor shall respond within two (2) working days, or as otherwise agreed, by:
  - 2.3.2.1 Visiting the proposed site in the company of County staff, or;
  - 2.3.2.2 Establishing contact with the County to further define the scope of the requirement.
- 2.3.3 After mutual agreement on the scope of the individual requirement, Contractor shall then prepare a proposal for accomplishment of the task unless Contractor, in its sole discretion, elects not to undertake the Work. If the Work is declined, Contractor will so notify the County in a timely manner.
- 2.3.4 The price matrix shall serve as the basis for establishing the value of the Work to be performed.
- 2.3.5 Contractor's proposal shall be submitted within ten (10) working days unless otherwise agreed.
- 2.3.6 Upon receipt of the Contractor's proposal, the County will review the proposal for completeness and will reach agreement with Contractor on pricing, schedule and all other terms, prior to issuance of a Job Order Purchase Order.
- 2.3.7 In the event the County does not issue a Job Order Purchase Order after receipt of the Contractor's proposal, the County is not obligated to reimburse the Contractor for any costs incurred in the preparation of the proposal, except as noted in §2.4.3

### 2.4 Scheduling of Work

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2.4.1 For each Job Order Purchase Order, the County will issue a Notice to Proceed. The first day of performance under a Job Order shall be the effective date in the Notice to Proceed. Any preliminary work started or material ordered or purchased before receipt of the Notice to Proceed shall be at the risk and expense of the Contractor. Contractor shall diligently prosecute the Work to completion within the time set forth in the Job Order Purchase Order. The period of performance includes allowances for mobilization, holidays, weekend days, normal inclement weather, and cleanup. Therefore, claims for delay based on these elements will not be allowed. When Contractor considers the Work complete and ready for its intended use, Contractor shall request the County to inspect the Work to determine the



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status of completion. A minimum of 30 days prior to Final Completion the Contractor, in conjunction with the County, shall prepare a comprehensive list of Punch list items, which the County may edit and supplement. The Contractor shall proceed promptly to complete and correct Punch list items. Failure to include an item on the Punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Items on the Punch list must be completed or corrected prior to final payment for the Job Order. Contractor shall proceed promptly to complete and correct items on the list. Two year warranties required by the Contract Documents shall not commence until the date of Final Completion unless otherwise provided in the Contract.

- 2.4.2 Job placement of materials and equipment shall be made with a minimum of interference to County operations and personnel.
- 2.4.3 Furniture and portable office equipment in the immediate work area will be moved by Contractor and replaced to its original location. If the furniture and portable office equipment cannot be replaced to its original location, the County will designate new locations. If furniture and portable office equipment (or other items) must be moved and/or stored outside the immediate area, the County will compensate the Contractor for any such transportation and storage costs incurred.
- 2.4.4 Contractor shall take all precautions to ensure that no damage will result from its operations to private or public property. All damages shall be repaired or replaced by Contractor at no cost to the Owner.
- 2.4.5 Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen, etc., as required for each Job Order Purchase Order. Proposed traffic control methods shall be submitted to the County for approval.
- 2.5 Quality Assurance/Quality Control Program
  - 2.5.1 Contractor shall submit, for County approval, a Quality Assurance/Quality Control Plan within fifteen (15) calendar days after issuance of the initial Job Order Purchase Order. This plan should address all aspects of quality control including responsibility for surveillance of work, documentation, trend analysis, corrective action and interface with County inspectors.
- 2.6 Utility Company Coordination
  - 2.6.1 Unless specifically excluded by the individual Job Order Agreement, the Contractor will be responsible for coordinating with utility design work for permanent service to the project and will ensure that the work takes place in a timely manner and does not impact the project schedule. Any utility design fees for permanent services to a project will be paid by the County.
- 2.7 Temporary Sanitation Facilities
  - 2.7.1 The Contractor shall provide ample toilet facilities with proper enclosures for the use of workmen employed on the work site. Toilet facilities shall be installed and maintained in conformity with all applicable state and local laws, codes, regulations and ordinances. They shall be properly lit and ventilated and kept clean at all times.
  - 2.7.2 Adequate and satisfactory drinking water shall be provided at all times and under no circumstances and under no conditions will the use of common cups be permitted. The Contractor must supply sanitary drinking cups for the benefit of all employees.
- 2.8 Dust Control and Water

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- 2.8.1 The dust control measures shall be in accordance with the requirements of the Pinal County Air Quality Control District Code of Regulations. Water or other approved dust palliative in sufficient quantities shall be applied during all phases of construction involving open earthwork to prevent unnecessary discharge of dust and dirt into the air. The Contractor shall be responsible for compliance with these regulations. A Notice to Proceed will not be issued until the County has received a copy of the Contractor's Dust Control Permit and Plan.
- 2.8.2 The Contractor shall be required to obtain the necessary permit and all pertinent information from the Pinal County Air Quality Department 31 N Pinal St, Bldg. F, Florence, AZ 85132 520-866-6929.



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- 2.8.3 The Contractor shall keep suitable equipment on hand at the job site for maintaining dust control on the project streets, and shall employ sufficient labor, materials and equipment for that purpose at all times during the project to the satisfaction of the County.
- 2.8.4 Watering shall conform to the provisions of Section 225 of the MAG Standard Specifications. The cost of watering will be included in the price bid for the construction operation to which such watering is incidental or appurtenant.
- 2.9 Work by Owner

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2.9.1 The County reserves the right to undertake or award Contracts for the performance of the same or similar type work contemplated herein, and to do so will not breach or otherwise violate the contract.



## **Definitions**

Pinal County
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- 1. <u>DEFINITIONS</u>. For this Contract certain words, phrases and terms shall have special meaning as defined herein. Furthermore, words used in the present tense shall include the future; words used in the singular shall include the plural; words in the plural shall include the singular; and words in the neutral or masculine gender are inclusive and do not in any way connote a specific gender.
- 1.1 Bid Documents: The whole of the Invitation for Bid packet, which consists of all documents listed in the index of said bid packet and all Addenda thereto.
- 1.2 Bid Price: Total amount quoted by bidder for performing the Scope of Work described in the Bid Documents
- 1.3 Bid Form: The approved County form on which the bidder affixes an authorized signature certifying that the bidder has carefully reviewed the Scope of Work and is willing to perform said Scope of Work and furnish all labor, equipment and materials necessary to complete said Work for an amount not to exceed the bid price quoted.
- 1.4 Bid Security: A cashier's check, certified check, or surety bond written by a surety holding a certificate of authority to transact surety business in Arizona, in the amount of ten percent (10%) of the total bid price to guarantee the bidder will enter into the contract if the bid is accepted and which is the agreed amount of liquidated damages in case of failure to enter into Contract or provide contract security.
- 1.5 Bidder: An individual, partnership, firm, corporation, or any acceptable combination thereof, or joint venture responding to an Invitation to Bid by submitting a signed Bid.
- 1.6 Board: Pinal County Board of Supervisors.
- 1.7 Calendar Days: A period of time meaning consecutive days including Saturdays, Sundays and holidays.
- 1.8 Change Order: Amendment of the Contract, Contract Documents or both, which is not effective until after approval by the Contractor and the Pinal County Board of Supervisors. Approval by the Board of Supervisors shall be in accordance with the provisions of paragraph 4 of the General Provisions of this contract. These changes include but are not limited to adding additional streets or roadway segments to the Scope of Work.
- 1.9 Channel: A natural or artificial watercourse.

Solicitation No: 173923

- 1.10 Contract Administrator: Director of the Pinal County Department of Public Works, who reviews and approves recommendations for all contracts, change orders and pay estimates to the Board of Supervisors.
- 1.11 Contract Bonds/Contract Security (Performance Bond and Labor and Material Payment Bond): The approved forms of security, furnished by the successful bidder/contractor the Contractors surety or sureties, guaranteeing the full and complete performance of the contract and all supplemental agreements pertaining thereto and the payment of all legal debts including the payment of all taxes pertaining to the Scope of Work.
- 1.12 Contract/Contract Documents: The written instrument between Pinal and the contractor entitled "Contract Agreement" and the Bid Documents, as defined above, constitute the entire Contract/Contract Documents after (a) award of the Contract; (b) the successful bidder has furnished the required security and insurance and executed the Contract Agreement; (c) Pinal has accepted and approved the security; and (d) execution of the Contract Agreement by Pinal.
- 1.13 Contract Time: The number of calendar days allowed for completion of the Contract, including authorized time extensions. If a specified completion date is shown in lieu of the number of working or calendar days, the contract time expires on that date and the Contract shall be completed on or before that date or the date of any authorized extension.
- 1.14 Contractor: A bidder in whose favor the Pinal County Board of Supervisors has awarded the Contract and who has provided the necessary Contract security, met the required insurance requirements and entered into a contract agreement with Pinal.
- 1.15 County Engineer or Engineer: The Pinal County Engineer, acting by and under authority of the laws of the State of Arizona, or the County Engineer's designee acting under the County Engineer's supervision, on behalf of the Pinal county Board of Supervisors.
- 1.16 Culvert: Any structure not classified as a bridge which provides an opening under the roadway.



## **Definitions**

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- 1.17 Days: Calendar days (see above).
- 1.18 Department: The Pinal County Department of Public Works.
- 1.19 Director: The Pinal County Department of Public Works, acting in the official capacity as said Director.
- 1.20 Equipment: All machinery and equipment, together with the necessary supplies for upkeep and maintenance and also tools and apparatus necessary for acceptable completion of the Scope of Work.
- 1.21 Holidays: The legal holidays as defined in the latest revisions at the time of bidding, of the Arizona Revised Statutes, Title 1, Chapter 3, §1-301.
- 1.22 Laboratory: A testing laboratory that has been approved by Pinal to perform testing and that has been determined by Pinal to be free from any conflict of interest.
- 1.23 Labor and Material Payment Bond: A payment bond furnished by Contractor and Contractor's surety or sureties for the full amount of the Bid Price to guarantee payment to laborers and material supplies.
- 1.24 Materials: Any substances specified for use in the construction of the Project.
- 1.25 Material Supplier: One who fabricates, or processes an item off the Project Site, and who may or may not delivery this to the Project Site. For purposes of this definition, a supplier shall not include one how establishes a fabricating process or facility expressly for use of the Project, whether on or off the Project Site; or one who performs work on the Project Site that is incorporated into the Project.
- 1.26 Notice of Award: Written notice to the successful bidder notifying that the bid has been accepted by the Pinal County Board of Supervisors.
- 1.27 Performance Bond: A bond in the full amount of the total Bid Price furnished by Contractor and Contractor's surety sureties to protect Pinal by conditioning release of the bond sum upon Contractors full and complete performance of the Contract and all supplemental agreements thereto.
- 1.28 Plans: The project plans, standard drawings, working drawings and supplemental drawings, or reproductions thereof, approved by the Engineer, which show the location, character, dimensions and details of the Work to be performed. All such documents are to be considered as a part of the plans whether or not they are reproduced in the Invitation for Bid packet.
- 1.29 Progress Payment: Monthly draw against the contract price based on work completed and determined by the Schedule of Values and approved by the Engineer.
- 1.30 Project Plans: Specific details and dimensions peculiar to the Work which are supplemented by the Standard Drawings insofar as they may apply.
- 1.31 Purchase Order: A document which specifies, identifies and/or describes an item, service or supply delivery and/or transportation purchased by Pinal and includes a written note from Pinal to nay contractor or vendor of the start date and the Scope of Work.
- 1.32 Quality Assurance Inspector/QA Inspectors: The Engineer's authorized representative assigned to make detailed inspections of contract performance.
- 1.33 Repetition of Expressions: In order to avoid cumbersome and needless repetition, such phrases as "to the Engineer" and "by the Engineer" shall be understood to mean that when an order, instruction, decision, exercise of judgement or other similar action is indicated, such order, instruction, decision, exercise of judgement or other similar action shall be issued, given, made by or reserved to the County Engineer.
- 1.34 Responsible Bidder: A person who has the capability to perform the contract requirements and the integrity and reliability which will assure good faith performance.
- 1.35 Responsive Bid: A bid which conforms to all material respects to the invitation for bid.

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## **Definitions**

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- 1.36 Schedule of Performance: A timetable prepared by a bidder given a Notice of Award, to commence running upon Pinal's issuance of a Notice to Proceed, defining the Bidder's projection of significant milestones in the course of the performance of the Contract, as well as the number of days elapsed from the issuance of the Notice to Proceed to each such milestone.
- 1.37 Schedule of Values: Prices set by the Contractor for specified divisions of the Work. These prices shall be used to arrive at the amounts due under the contract on the progress payments. They shall include everything for that particular quantity of work which the Contractor expects to be paid, e.g. labor, material, overhead, profit. Equipment costs or rental, transportation.
- 1.38 Special Detour: A detour, which requires the contraction of a paved surface and generally does not include any portion of a route utilizing an existing roadway.
- 1.39 Shop Drawings: Drawings approved for repetitive use, showing details to be used where appropriate.
- 1.40 Specifications: The compilation of provisions and requirements for the performance of the prescribed Scope of Work, which include general, special and technical specifications.
- 1.41 Subcontractor: An individual, partnership, firm or corporation or any acceptable combination thereof, or joint venture, which performs any of the prescribed Scope of Work, directly or indirectly for or on behalf of Contractor whether or not in privity of contract with Contractor.
- 1.42 Superintendent: Contractor's authorized representative in responsible charge of the Work.
- 1.43 Surety: The corporate body bound with and for Contractor, for the full and complete performance of the Contract and for payment of all debts pertaining to the Work.
- 1.44 Working Day: A calendar day, exclusive of Saturdays, Sundays, and County recognized holidays, on which weather and other conditions not under the control of Contractor shall permit Contractor's operation to proceed for the major part of the day with the normal working force engaged in performing the controlling item or items of work which would be in progress at that time.
- 1.45 Working and Supplemental Drawings: Supplemental design sheets, shop drawings or similar data which Contractor is required to submit to Pinal.



# **Special Instructions**

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### 1 INQUIRIES

- 1.1 All questions related to this Request for Proposal shall be directed to the Procurement Officer, Lorina Gillette, CPPB at lorina.gillette@pinalcountyaz.gov. Questions should be submitted in writing when time permits. Any correspondence related to a solicitation should refer to the appropriate solicitation number, page and paragraph number.
- 1.2 Responders may not contact any County employees other than the Procurement Officer concerning this procurement while the Solicitation and evaluation are in process.

### 2 OFFER PREPARATION

- 2.1 <u>Contract</u>. Offers shall include a signed Contract form.
  - The Contract Form shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return the Contract Form may result in rejection of the Offer.
- 2.2 <u>Acknowledgement of Solicitation Addendums</u>. Offers shall include any/all signed Solicitation Addendum(s), as described in section 2.7 of the Uniform Instructions.
  - Solicitation Addendums are posted on the Pinal County website at the following address: <a href="http://pinalcountyaz.gov/Purchasing/Pages/CurrentSolicitations.aspx">http://pinalcountyaz.gov/Purchasing/Pages/CurrentSolicitations.aspx</a>. It is the responsibility of the Responder to periodically check this website for any Solicitation Addendum. Solicitation Addendums shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed (or acknowledgment for electronic submission, when authorized) copy of a Solicitation Addendum may result in rejection of the Offer.
- 2.3 <u>Estimated Quantities</u>. The County does not anticipate considerable activity under contract(s) awarded as a result of this solicitation, therefore, no commitment of any kind is made concerning quantities actually acquired. The quantities that may be reflected in the solicitation are estimates only.
- 2.4 Offer Format. Offers shall follow the following format: The original copy of the Offer shall be clearly labeled "ORIGINAL" and shall contain a Title Page that identifies the solicitation number and provides the Responder Name, Address, Telephone Number as well as the Name and Title of the Solicitation Contact Person. The Offer shall be organized into two (2) sections as follows:
  - 2.4.1 Requested Documents.
    - 2.4.1.1 Section One: shall contain the Title Page as well as the following forms: Statement of Bonding Capacity, Addendum Acknowledgement Form, W9 form and signed Offer and Acceptance Form
    - 2.4.1.2 Section Two: shall contain the Subcontractor Selection Plan
    - 2.4.1.3 Section Three: shall contain scanned copies of the Arizona Registrar of Contractors License Identification Card(s). Multiple ID cards by be placed on the same page.
    - 2.4.1.4 Section Four: shall contain the Pricing Matrix.
  - 2.4.2 Requested Questionnaires.
    - 2.4.2.1 Shall contain the completed questionnaire titled JOC Civil Construction Services.
- 2.6 <u>Additional Special Instructions.</u> Responders shall see the attachments within the Solicitation for Additional Special Instructions associated with this Solicitation.
- 2.7 <u>Additional Terms and Conditions.</u> Responders shall see the attachments within the Solicitation for Additional Terms and Conditions.

### 3 SUBMISSION OF OFFER

Solicitation No: 173923



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3.1 <u>Electronic Documents</u>. The Solicitation document is provided in an electronic format. Any unidentified alteration or modification to any Solicitation documents, to any attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. In those instances where modifications are identified, the original document published by the County shall take precedence. As provided in the Solicitation Instructions, Responders are responsible for clearly identifying any and all changes or modifications to any Solicitation documents upon submission to the County.

### 4 EVALUATION

- 4.1 <u>Evaluation</u>. In accordance with the Pinal County Procurement Code, awards shall be made to the responsible responder(s) whose proposal is determined in writing to be the most advantageous to the County based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.
  - 1. Method of Approach
  - 2. Experience and Qualifications of the Contractor
  - 3. Experience and Qualifications of Key Personnel
  - 4. Conformance to Terms and Conditions
- 4.2 <u>Clarifications.</u> Upon receipt and opening of proposals submitted in response to this solicitation, the County may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of information gathering or of eliminating minor informalities or correcting nonjudgmental mistakes in proposals. Clarifications shall not otherwise afford the Responders the opportunity to alter or change its proposal.
- 4.3 <u>Negotiations</u>. County may conduct negotiations with those Responders who's Offers are determined by the County to be reasonably susceptible of being selected for award. Negotiations may be in writing or in person and may include presentations, site visits or demonstrations.
- 4.4 Responsibility, Responsiveness and Acceptability. In accordance with Pinal County Procurement Code PC1-328(H), County shall consider the following in determining Responder responsibility as well as the responsiveness and acceptability of their Offer

Responders may not be considered responsible if they have been debarred from the practice of their profession that would otherwise be necessary in the provision of goods and services under any resulting contract. Responders may not be considered responsible if they have had a contract with the County, within the last three-years, that was terminated for cause, due to breach or similar failure to comply with the terms of any such contract. Responders may also not be considered responsible if there is factual evidence of their frequent and reoccurring failure to satisfy the terms of their agreements and contractual relationships, both with the County or other government entities. Factual evidence shall consist of any documented vendor performance reports, customer complaints and/or negative references (including those found outside of the submittal). Other factors that the County may evaluate to determine responsibility include, but are not limited to excessively high or low pricing, compliance with applicable laws, and financial capacity to perform as specified. The County reserves the right to review the qualifications of any key personnel to be assigned to provide services.

Offers may not be considered responsive and/or acceptable if they do not contain information sufficient to evaluate the Offer in accordance with the evaluation criteria identified in the Solicitation including (i) a completed Offer and Acceptance Form; (ii) completed Solicitation Addendums acknowledging any/all changes to the Solicitation; (iii) a response to the County's Statement of Work, (iv) a price proposal; or (iv) other certifications or bond sureties required in the Solicitation.

4.5 <u>Best and Final Offers</u>. If negotiations are conducted, the County shall issue a written request for a Best and Final Offer. The request shall set forth the date, time and place for the submission of the Best and Final Offer. Best and Final Offers shall be requested only once, unless the County makes a determination that it is advantageous to conduct further negotiations or change the solicitation requirements.

### 5 AWARD

Solicitation No: 173923

5.1 <u>Contract Document Consolidation</u>. At its sole option, following any contract award(s) the County may consolidate the resulting contract documents. Examples of such consolidation would include (i) reorganizing solicitation documents and components of the Contractor's Offer only pertaining to the Solicitation; (ii) revising the Statement of Work to incorporate the Contractor's response, (iii) revising any terms and conditions to incorporate any changes in the Contractor's Offer; (iv) excluding any



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components of the Contractor's Offer that were not awarded. Contract document consolidation shall not materially change the Contract.

5.2 <u>Post Award Meeting</u>. The Contractor may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.



### Uniform Instructions

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### 1 INQUIRIES

- 1.1 <u>Duty to Examine</u>. It is the responsibility of each Responder to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its' Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.
- 1.2 <u>Solicitation Contact Person</u>. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Responder shall not contact or direct inquiries concerning this Solicitation to any other County employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- 1.3 <u>Submission of Inquiries.</u> The Procurement Officer or the person identified in the Solicitation as the contact for inquiries except at the Pre-Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The County shall consider the relevancy of the inquiry but is not required to respond in writing.
- 1.4 <u>Timeliness</u>. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the County. Failure to do so may result in the inquiry not being considered for a Solicitation Addendum.
- 1.5 <u>No Right to Rely on Verbal Responses</u>. A responder shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.
- 1.6 <u>Solicitation Addendum</u>. The Solicitation shall only be modified by a Solicitation Addendum.
- 1.7 <u>Pre-Offer Conference</u>. If a pre-Offer conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Responders should raise any questions about the Solicitation or the procurement at that time. A Responder may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Addendum.
- 1.8 <u>Persons with Disabilities</u>. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

### 2 OFFER PREPARATION

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- 2.1 <u>Forms: No Facsimile, Telegraphic or Electronic Mail Offers</u>. An Offer shall only be submitted through Pinal County's web portal, Bonfire. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms, unless the solicitation indicates otherwise. A facsimile or electronic mail (e-mail) Offer shall be rejected if submitted in response to requests for proposals or invitations for bids.
- 2.2 <u>Typed or Ink; Corrections</u>. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- 2.3 Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Responder's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.
- 2.4 <u>Exceptions to Terms and Conditions</u>. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Responder clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Responder's preprinted or standard terms will not be considered by the County as a part of any resulting Contract.
  - 2.4.1 <u>Invitation for Bids</u>. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.



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- 2.4.2 Request for Proposals. All exceptions that are contained in the Offer may negatively affect the County's proposal evaluation based on the evaluation criteria stated in the Solicitation or result in rejection of the Offer. An offer that takes exception to any material requirement of the solicitation may be rejected.
- 2.5 <u>Subcontracts</u>. Responder shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- 2.6 <u>Cost of Offer Preparation</u>. The County will not reimburse any Responder the cost of responding to a Solicitation.
- 2.7 <u>Solicitation Addendum</u>. Each Solicitation Addendum shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a Solicitation Addendum may result in rejection of the Offer.
- 2.8 <u>Federal Excise Tax</u>. The County is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the County.
- 2.9 <u>Provision of Tax Identification Numbers</u>. Responders are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number by attaching a current W-9 Form.
  - 2.9.1 <u>Employee Identification</u>. Responder agrees to provide an employee identification number or social security number to the County for the purposes of reporting to appropriate taxing authorities, monies paid by the Department under this contract. If the federal identifier of the responder is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate County and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.
- 2.10 <u>Identification of Taxes in Offer</u>. The County is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be included in the pricing offered in the solicitation. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the contractor.
- 2.11 <u>Disclosure</u>. If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Responder shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Responder shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
- 2.12 <u>Solicitation Order of Precedence</u>. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
  - 2.12.1 Terms and Conditions;
  - 2.12.2 Statement or Scope of Work;
  - 2.12.3 Specifications;
  - 2.12.4 Attachments:
  - 2.12.5 Exhibits;

- 2.12.6 Special Instructions to Responders;
- 2.12.7 Uniform Instructions to Responders;
- 2.12.8 Other documents referenced or included in the Solicitation; and
- 2.12.9 Individual Job Order Assignment
- 2.13 <u>Delivery</u>. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).
- 2.14. <u>Federal Immigration and Nationality Act.</u> By signing of the Offer, the Responder warrants that both it and all proposed subcontractors are in compliance with federal immigration laws and regulations (FINA) relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the Responder shall have 5 days from receipt of the request to supply adequate



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information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award.

#### 2.15. Offshore Performance of Work Prohibited

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Responders shall declare all anticipated offshore services in the proposal.

#### 3 SUBMISSION OF OFFER

3.1 Online Offer Submission. Each offer shall be submitted through Pinal County's web portal, Bonfire.

#### **Requested Information**

<u>Name</u>	<u>Type</u>	# Files	Requirement	<u>Instructions</u>
Section 1: Cover Sheet, Statement of Bonding Capacity, Addendum Acknowledgement Form, W9, Offer & Acceptance Form	File Type: Any	Multiple	Required	
Section 2: Subcontractor Selection Plan	File Type: Any	Multiple	Required	
Section 3: Scanned copies of Arizona Registrar of Contractors License Identification Card(s)	File Type: Any	Multiple	Required	
JOC Asphalt Maintenance & Repair Services (Q-13MO)	Questionnaire: Excel (.xlsx)	1	Required	You will need to fill out the provided Response Template for this Questionnaire. The Response Template can be downloaded from the project listing on the Bonfire portal.
Asphalt Maintenance & Repair Services (BT-05AQ)	BidTable: Excel (.xlsx)	1	Required	You will need to fill out the provided Response Template for this BidTable. The Response Template can be downloaded from the project listing on the Bonfire portal.

#### Upload your submission at:

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https://pinalcountyaz.bonfirehub.com/opportunities/7907



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- 3.2 Offer Due Date. The exact due date and time that offers are due as stated on the Solicitation cover page.
- 3.3 Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- 3.4 <u>Public Record</u>. All Offers submitted and opened are public records and must be retained by the County. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the County. If a Responder believes that information in its Offer should remain confidential, it shall indicate as confidential the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The County shall determine whether the identified information is confidential pursuant to the Pinal County Procurement Code.
- 3.5 <u>Non-collusion, Employment, and Services (Certification)</u>. By signing the Offer and Acceptance Form or other official contract form, the Responder certifies that:
  - 3.5.1 The Responder did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
  - 3.5.2 The Responder does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.
- Gratuities Prohibited/Integrity of Offers. The Responder affirms they have not given, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor or service to any employee of Pinal County in connection with the submitted Bid or Proposal. After award, the County may cancel this contract by giving written notice to the Contractor if it is found that any gratuity, gift or other prohibited item were offered or given to any County officer or employee. In the event the County cancels this contract pursuant to this provision, they shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Responder the amount of the gratuity.
- 3.7 <u>Lobbying Prohibited</u>. Responders are hereby advised that lobbying is not permitted with any County personnel or members of the Board of Supervisors related to or involved with this Solicitation until the recommendation for award has been posted in the Procurement Office.

#### 4 EVALUATION

- 4.1 <u>Unit Price Prevails</u>. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- 4.2 <u>Taxes.</u> If the products and/or services specified require transaction privilege or use taxes, they shall be described and itemized separately on the offer. Arizona transaction privilege and use taxes shall not be considered for evaluation.
- 4.3 <u>Prompt Payment Discount</u>. Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the offer for the purposes of evaluating that price.
- 4.4 <u>Late Offers</u>. An Offer submitted after the exact Offer due date and time shall be rejected.
- 4.5 <u>Disqualification</u>. A Responder (including each of it's' principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its offer rejected.
- 4.6 Offer Acceptance Period. A Responder submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred-twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, a Responder shall hold its Offer open for one hundred twenty (120) days from the Best and Final Offer due date.
- 4.7 Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the County reserves the right to:
  - 4.7.1 Waive any minor informality:
  - 4.7.2 Reject any and all Offers or portions thereof; or
  - 4.7.3 Cancel the Solicitation.



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#### 5 AWARD

- 5.1 Number or Types of Awards. The County reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the County. If the Procurement Officer determines that an aggregate award to one Responder is not in the County's best interest, "all or none" Offers shall be rejected.
- 5.2 <u>Contract Inception</u>. An Offer does not constitute a Contract nor does it confer any rights on the Responder to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Board of Supervisors, County Manager, Chief Financial Officer, or their designee's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.
- 5.3 <u>Effective Date</u>. The effective date of this Contract shall be the date that the Board of Supervisors, County Manager, Chief Financial Officer, or their designee signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract or Contract Award.

#### 6. Protests

- 6.1 <u>Protests.</u> A protest shall comply with and be resolved according to the Pinal County Procurement Code Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the Finance Director. A protest of a Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after contract award. A protest shall include:
  - 6.1.1 The name, address and telephone number of the protester;
  - 6.1.2 The signature of the protester or its representative;
  - 6.1.3 Identification of the purchasing agency and the Solicitation or Contract number;
  - 6.1.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
  - 6.1.5 The form of relief requested.



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#### 1. Statement of Work

The Contractor, under the general supervision of the County, shall perform services as are necessary for the Work Assignment and according to the directions and designated standards of the County, and in accordance with the Statement of Work. It is understood and agreed that the County's authorized representative shall be the Department of Public Works Director or his/her duly authorized representative, hereinafter called the "Agent". For purposes of this contract, the Agent's duly authorized representative shall be the Project Manager and he/she shall be the sole contact for administering this contract.

Contractor shall provide services, and complete in a workmanlike and substantial manner and to the satisfaction of the Department of Public Works Director, Job Order assignments for the County, and furnish at its own cost and expense all necessary machinery, equipment, tools, apparatus, and labor to complete the work in the most substantial and workmanlike manner according to the Specifications and Work Assignment on file with the County and such modifications of the same and other directions that may be made by the County as provided herein. The Contractor shall meet periodically with the County Agent so as to keep the County informed of the progress of the work in accordance with each work assignment.

#### 2. Contract Documents:

- 2.1 <u>The Contract Documents.</u> (Plans, Specifications, Addenda, if any, Affidavits, Performance Bond, Payment Bond, Certificates of Insurance and Change Orders, if any) are by this reference made a part of this Contract and shall have the same effect as though all of the same were fully inserted herein.
- 2.2 Contract Document Consolidation. At its sole option, following any contract award(s) the County may consolidate the resulting contract documents. Examples of such consolidation would include (i) reorganizing solicitation documents and components of the Contractor's Offer only pertaining to the Solicitation; (ii) revising the Statement of Work to incorporate the Contractor's response, (iii) revising any terms and conditions to incorporate any changes in the Contractor's Offer; (iv) excluding any components of the Contractor's Offer that were not awarded. Contract document consolidation shall not materially change the Contract.

#### 3. Time of Completion:

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Contractor further covenants and agrees at its own proper cost and expense, to complete all work for the construction of assigned Job Orders and to completely construct the same and provide the services therein, as called for by this agreement free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the Work Assignment.

### 4. Contract Term, Extension, Price Adjustment:

The term of any resultant contract will commence on the date of award and will continue for one year unless canceled, terminated or extended as otherwise provided herein. The contract shall no bind nor purport to bind, the County for any contractual commitment in excess of the original contract period. The County shall have the sole option to extend the contract for four (4) additional one (1) year periods or a portion thereof. If the County exercises such rights, all terms, conditions and provisions of the original contract shall remain in the same and apply during the extension period.

The Procurement Officer may review a fully documented request for a price increase only after the Contract has been in effect for two years. Any requested increase(s) shall be based on an unmitigateble cost increase to the Contractor that was clearly unpredictable at the time of the Offer and is directly correlated the cost of the goods or services contractually covered. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. Requests for adjustment must be received by the Procurement Officer 120 days prior to contract renewal. The County shall have the right to request and receive additional information, statistics, financial records etc., and to direct the content, form and format of the presentation as it deems necessary to validate the Contractor's request for a price adjustment. Failure to respond to the County's request within the time frame specified shall nullify the Contractor's request. The County shall determine whether the requested price increase is in its best interest and adjustments shall be subject to availability of monies appropriated.

Price reductions may be submitted to or requested by the County for consideration at any time during the Contract period. The County, at its own discretion may accept a price reduction. Price reductions will become effective upon acceptance by the Department.



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The price increase adjustment, if approved, will be effective upon the date of the contract extension. Price reductions will become effective upon acceptance by the County.

#### 5. Eligible Agencies (Cooperative Usage):

This contract shall be for the permissive use by Pinal County. The County has entered into various purchasing agreements with other Arizona government entities in order to conserve resources, reduce overhead and purchase costs and improve delivery time. The contract resulting from this Solicitation may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the Contractor. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The County shall not be responsible for any disputes arising out of transactions made by others.

### 6. Payments:

- 6.1 <u>Compensation.</u> As full consideration for the satisfactory performance by the Contractor of Work prescribed under the Contract, the County shall pay Contractor the amounts specified in the individual Job Orders.
- 6.2 <u>Invoices.</u> Contractor shall submit invoices to:

Pinal County Finance Department PO Box 1348 Florence, AZ 85132

OR FinanceInvoices@pinalcountyaz.gov

- 6.3 <u>Job Order Cost Proposal Structure.</u> For each Job Order, the Contractor shall prepare a Job Order Cost Proposal with the sufficient level of cost detail as required by the County. Cost detail may include, but is not limited to: schedule of values, work schedule, direct labor cost and fringe benefits, direct material costs (supported by quotes), direct equipment costs (supported by quotes), cost of subcontractors (supported by quotes), and allowable indirect costs (includes insurance). The Contractor shall utilize the markups established in the JOC Bid Table to calculate the overhead and profit for all Job Order Cost Proposals, unless otherwise requested by the County. Profit on subcontractors/subconsultants shall not exceed 5 percent.
- 6.4 Progress Payments. Should an individual Job Order require more than thirty (30) days to complete, The County shall make progress payments monthly as the Work proceeds, or at more frequent intervals as determined by the County, on estimates of Work completed submitted by the Contractor and approved by the County. Contractor shall use an acceptable invoice from and shall include supporting documents to reflect a breakdown of the total price showing the amount included therein for each principal category of the Work, in such detail as requested, to provide a basis for determining progress payments. In the estimation of Work completed, the County will authorize payment for material delivered on the site and preparatory work done if Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform the Work.
- 6.5 Owner's Property. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the County. But this provision shall not be construed as:
  - 6.5.1 Relieving the Contractor from the sole responsibility for all material and Work upon which payments have been made or the restoration of any damaged Work; or
  - 6.5.2 Waiving the right of the County to require the fulfillment of all the terms of the Contract.
- 6.6 Approval and Certification. An estimate of the Work submitted shall be deemed approved and certified for payment after seven days from the date of submission unless before that time the County or the County's agent prepares and issues a specific written finding setting forth those items in detail in the estimate of the Work that are not approved for payment under this contract. The County may withhold an amount from the progress payment sufficient to pay the expenses the County reasonably expects to incur in correcting the deficiency set forth in the written finding. The progress payment shall be paid on or before thirty days after the estimate of the Work is certified and approved. The estimate of the Work shall be deemed received by the County on submission to any person designated by the County for the submission, review or approval of the estimate of the Work.
- 6.7 <u>Unpaid Amounts.</u> The County shall pay all unpaid amounts due the Contractor under this Contract within thirty (30) days, after:
  - 6.7.1 Completion and acceptance of the Work;



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- 6.7.2 Presentation of a properly executed invoice;
- 6.7.3 Presentation of a fully executed Certificate of Performance provided by the County; or
- 6.7.4 Consent of Contractor's surety, if any.

#### 7. Termination:

The County hereby gives notice that pursuant to A.R.S. § 38-511 A, this contract may be canceled without penalty or further obligation within three years after execution if any person significantly involved in initiation, negotiation, securing, drafting or creating the contract on behalf of the County is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a Contractor to any other party of the contract with respect to the subject matter of the contract. Cancellation under this section shall be effective when written notice from the Public Works Director of the County is received by all of the parties to the contract. In addition, the County may recoup any fee or commission paid or due to any person significantly involved in initiation, negotiation, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as a result of the contract.

#### 8. Negotiation Clause:

Recovery of damages related to expenses incurred by Contractor for a delay for which the County is responsible, which is unreasonable under the circumstances and which was not within the contemplation of the parties to the contract, shall be negotiated between Contractor and the County. This provision shall be construed so as to give full effect to any provision in the contract, which requires notice of delays, provides for arbitration or other procedure for settlement or provides for liquidated damages.

#### 9. Compliance with Laws:

Contractor is required to comply with all Federal, State and local ordinances and regulations. Contractor's signature on this contract certifies compliance with the provisions of the I-9 requirements of the Immigration Reform Control Act of 1986 for all personnel that Contractor and any subcontractors employ to complete this project. It is understood that the County shall conduct itself in accordance with the provisions of the Pinal County Procurement Code.

#### 10. Anti-Discrimination Provision:

The Contractor shall comply with State of Arizona Executive Order No. 2009-9 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

#### 11. Indemnification:

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Pinal, its agents, representatives, officers, directors, officials and employees, from any and all liability, demands, proceedings, suits, actions, claims, losses, costs and damages of every kind and description, arising out of, resulting from or alleged to have resulted from the performance of the Work. Contractor's duty to indemnify and hold harmless Pinal, its agents, representatives, officers, directors, officials and employees shall arise in connection with all demands, proceedings, suits, actions, claims, workers' compensation claims, unemployment claims or employee's liability claims, damages, losses or expenses (including but not limited to attorney's fees, court costs and/or arbitration costs and the cost of appellate proceedings) that are attributable to personal or bodily injury, sickness, disease, death or injury to, impairment or destruction of property including loss of use resulting there from, caused by or contributed to, in whole or in part, by any negligence, recklessness or intentional wrongful conduct, whether active or passive, of Contractor, its employees, agents, representatives, any tier of Contractor's subcontractors, their employees, agents or representatives or anyone directly or indirectly employed by Contractor or its subcontractors or anyone for whose acts Contractor or its subcontractor's may be liable. The amount and type of insurance coverage requirements set forth in the Contract Documents or remuneration of any insurance coverage herein provided shall in no way be construed as limiting the scope of the indemnity in this paragraph. Such indemnity shall be required by Contractor from its subcontractors on behalf of Pinal.

#### 12. Insurance Requirements:

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Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do



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business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Worker's Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials, and employees for any claims arising out of Contractor's work or service.

Contractor is required to procure and maintain the following coverages indicated by a checkmark:

#### **Commercial General Liability**

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse or underground property damage.

#### **Automobile Liability**

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

#### Workers' Compensation

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this agreement.

#### **Certificates of Insurance**

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Prior to commencing work or services under this Contract, Contractor shall furnish County with Certificates of Insurance in a form acceptable to County, or formal endorsements as required by the Contract in the form provided by the County, issued by



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Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

#### **Cancellation and Expiration Notice**

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to County.

#### 13. Israel Boycott Prohibited:

Contractor hereby certifies to Pinal County as follows: that it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of Israel pursuant to A.R.S. § 35-393.01(A). Further that a breach of this Certification shall constitute a material breach of this Contract that is subject to penalties up to and including termination of this Contract and that Pinal County retains the legal right to inspect the records of Contractor to ensure compliance with this Certification.

#### 14. Performance of Work:

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- 14.1 <u>Job Order Agreement.</u> Performance of the Work shall be undertaken only upon the issuance of written Job Order Purchas Orders by the County. Job Orders shall be in accordance with the requirements specified in the Statement of Work and shall set forth, with the necessary particularity, the following:
  - 14.1.1 Contract number along with the Job Order Contractor's name;
  - 14.1.2 Job Order number and date:
  - 14.1.3 The agreed Work and applicable technical specifications and drawings;
  - 14.1.4 The agreed period of performance and, if required by the County, a work schedule;
  - 14.1.5 The place of performance;
  - 14.1.6 The agreed total price for the Work to be performed;
  - 14.1.7 Submittal requirements;
  - 14.1.8 The County's authorized representative who will accept the completed Work;
  - 14.1.9 Signatures by parties hereto signifying agreement with the specific terms of the Job Order; and
  - 14.1.10 Such other information as may be necessary to perform the Work.

#### 14.2 <u>Job Order Contractor Duties and Obligations.</u>

- 14.2.1 Permits & Responsibilities. Job Order Contractor shall be responsible for processing of drawings for approval by appropriate oversight bodies; for obtaining any necessary licenses and permits; and for complying with any Federal, State and municipal laws, codes and regulations applicable to the performance of the Work. The County will reimburse Contractor for the actual, documented costs of construction permits required for the performance of the Work. Contractor shall also be responsible for all damages to persons or property that occur as a result of Contractor's fault or negligence, and shall take proper safety and health precautions to protect the Work, the workers, the public, and the property of others. Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire Work, except for any completed unit of Work which may have been accepted under the Contract.
- 14.2.2 Self-Performance by the Job Order Contractor. The Job Order Contractor shall be allowed to bid as a subcontractor for work over \$50,000 and if it is the lowest acceptable bidder. Any change orders for self-performed work shall require pre-approval by the County.
- 14.2.3 Jobsite Superintendent. During performance of a Job Order and until the Work is completed and accepted, Contractor shall directly superintend the Work or assign a competent superintendent who will



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supervise the performance of Work and is satisfactory to the County and has authority to act for Contractor.

Contractor will ensure that the site supervisor for the project is English proficient and that there is at least one English proficient person at the construction site at all times work is being performed in order to communicate with the County's project manager.

- 14.2.4 Construction Layout. Contractor shall lay out its work in accordance with the Contract plans and specifications and shall be responsible for all measurements in connection with the layout of the Work. Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to layout any part of the Work. Contractor shall also be responsible for maintaining and preserving all control points established by the County.
- Survey Control Points. Existing survey markers (either brass caps or iron pipes) shall be protected by the Contractor or removed and replaced under direct supervision of the County Engineer or his designee. Survey monuments shall be constructed to the requirements of MAG Specifications, Section 405 and Standard Details. Lot corners shall not be disturbed without knowledge and consent of the property owner. The Contractor shall replace benchmarks, monuments or lot corners moved or destroyed during construction at no cost to the County. Contractor and his sureties shall be liable for correct replacement of disturbed survey benchmarks except where the County elects to replace survey benchmarks using their own forces.
- 14.2.6 Traffic Regulations. All traffic affected by this construction shall be regulated in accordance with City of Phoenix Traffic Barricade manual, latest edition.

At the time of the pre-construction meeting, the Contractor shall designate an employee who is well qualified and experienced in construction traffic control and safety to be responsible for implementing, monitoring and altering traffic control measures as necessary. At the same time the County will designate a representative who will be responsible to see that all traffic control and any alterations are implemented and monitored to the extent that traffic is carried throughout the work area in an effective manner and that motorists, pedestrians, bicyclists and workers are protected from hazards and accidents.

All traffic control devices required for this project shall be the responsibility of the Contractor. The Contractor shall place advance warnings; REDUCE SPEED, LOOSE GRAVEL, 25 MPH SPEED LIMIT and DO NOT PASS signs in accordance with the Traffic Barricade Manual.

The Contractor shall provide, erect and maintain all necessary flashing arrow boards, barricades, suitable and sufficient warning lights signals and signs, and shall take all necessary precautions for the protection of the work and safety of the public. The Contractor shall provide, erect and maintain acceptable and adequate detour signs at all closures and along detour routes.

All barricades and obstructions shall be illuminated at night and all safety lights shall be kept burning from sunset until sunrise. All barricades and signs used by the Contractor shall conform to the standard design, generally accepted for such purposes.

The Contractor shall insure that all existing traffic signs are erect, clean and in full view of the intended traffic at all times. Street name signs at major street intersections shall be maintained erect at all times. If these signs should interfere with construction, the Contractor shall notify the County at lease forty eight (48) hours in advance for County personnel to temporarily relocate said signs. The County Engineer or designee will re-set all traffic and street name signs to permanent locations when notified by the Engineer that construction is complete unless otherwise stated in the specifications. Payment for this item shall be made at the agreed upon contract allowance price for Traffic Control.

When determined necessary by the Contractor, an off-duty Pinal County Sherriff Officer shall be used for traffic control. Contact shall be made through the Pinal County Sherriff's Officer Representative, Malita Arellano, 520-866-5109. Deputy time, including vehicle and equipment shall be measured by



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the hour for each hour required to perform traffic control duties. Any time over three (3) hours shall be measured by the hour.

The assembly and turnarounds of the Contractor's equipment shall be accomplished using adjacent local streets when possible.

Equipment used and/or directed by the Contractor shall travel with traffic at all times. Supply trucks shall travel with traffic except when being spotted. Provide a flagman or officer to assist with this operation.

During construction it may be necessary to alter traffic control. Alterations shall be in accordance with the Traffic Barricade Manual.

No street within the project may be closed to through traffic or to local emergency traffic without prior written approval of the County Engineer. Written approval may be given if sufficient time exists to allow for notification of the public at least two (2) days in advance of such closing. Partial closure of streets within the project shall be done in strict conformity with written directions to be obtained from the County Engineer.

Caution should be used when excavating near intersections with traffic signal underground cable. Notify the County Engineer twenty four (24) hours in advance of any work at such intersections. The Contractor shall install and maintain temporary overhead traffic signal cable as specified by the County Engineer when underground conduit is to be severed by excavations at intersections. The Contractor shall provide an off-duty uniformed Sheriffs Deputy to direct traffic while the traffic signal is turned off and the wiring is transferred. All damaged or modified traffic signal overhead and underground items shall be repaired and restored to the County Engineers satisfaction. Magnetic detector loops shall under no circumstances be spliced.

The Contractor shall address how local access to adjacent properties will be handled in accordance with the specifications herein.

Where crossings of existing pavement occur, no open trenches shall be permitted overnight, but plating may be permitted if conditions allow as determined by the County Engineer or his designee. If plates cannot be used, crossings shall be back-filled or the Contractor shall provide a detour.

- 14.2.7 Operations & Storage. Contractor shall confine all operations (including storage of materials) to areas authorized by the County.
- 14.2.8 Cleaning Up & Refuse Disposal. Contractor shall at all times keep the site, including storage areas, free from accumulations of waste materials. Before completing the Work, Contractor shall remove from the premises any rubbish, tools, scaffolding, equipment and materials that are not the property of the County. Upon completing the Work, Contractor shall leave the site in a clean and orderly condition satisfactory to the County.

Final cleanup of the premises shall be included in the period of performance of the Job Order.

Contractor shall be responsible for all construction refuse disposal containers and their removal from the site.

Disposal of any hazardous materials not addressed and priced in the Job Order will be segregated for disposal by the County unless the County requires the Contractor to dispose of the materials, in which case, an equitable adjustment in the price will be negotiated and agreed.

14.2.9 Existing Improvements and Utilities. Contractor shall protect from damage all existing improvements and utilities to or near the site and on adjacent property of third parties, the locations of which are made known to or should be known by the Contractor. Contractor shall repair any damage to those facilities, including those that are the property of third parties, resulting from failure to comply with the requirements of the Job Order or failure to exercise reasonable care in performing the Work. If



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Contractor fails or refuses to repair the damage promptly, the County may have necessary repair work performed and charge the cost to the Contractor.

14.2.10 Safety. Contractor shall be responsible for compliance with all safety rules and regulations of the Federal Occupational Safety and Health Act 1970 (OSHA), all applicable state and local laws, ordinances, and regulations during the performance of the Work. Contractor shall indemnify the County for fines, penalties, and corrective measures that result from the acts of commission or omission of Contractor, its subcontractors, if any, agents, employees and assigns and its failure to comply with such safety rules and regulations.

The County reserves the right to approve and monitor the Contractor's safety policies and program procedures as applied during performance of the Work. Failure to comply with safety policies and program procedures, once approved by Owner, shall be cause for the termination of the Job Order.

#### 14.3 Owner Rights and Obligations.

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14.3.1 Suspension of Work. Owner may order Contractor, in writing, to suspend, delay, or interrupt all or any part of the Work for a period of time that the County determines reasonably appropriate.

If the performance of all or any part of the Work is suspended, delayed, or interrupted by an act of the County in the administration of a Job Order or by the County's failure to act within the time specified in the Job Order, an adjustment shall be made for any increase in the cost of performance of the Job Order necessarily caused by the suspension, delay or interruption, and the Job Order will be modified in writing accordingly.

A claim under this subparagraph 13.3.1 shall not be allowed for any costs incurred more than thirty (30) calendar days before Contractor shall have notified the County in writing of the act or failure to act (but this requirement shall not apply as to a claim resulting from a suspension order), and unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay or interruption, but not later than the date of final payment under the Job Order.

14.3.2 County's Right to Possession. The County shall have the right to take possession of or use any complete or partially completed part of the Work. Before taking possession of or using any Work, the County shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the Work that the County intends to take possession of or use. However, failure of the County to list any item of Work shall not relive the Contractor of responsibility for complying with the terms of this Contract. County possession or use shall not be deemed an acceptance of any Work under this contract.

While the County has such possession or use, Contractor shall be relieved of the responsibility for the loss of or damage of the Work resulting from the County's possession or use. Notwithstanding the terms of subparagraph 14.2.1. If prior possession or use by the County delays the progress of the Work or causes additional expense to the Contractor, an equitable adjustment shall be made in the Job Order price or the period of performance, and the Job Order shall be modified in writing accordingly.

- 14.3.3 Other Contracts. The County may undertake or award other Contracts for additional work at or near the site of Work under this contract. Contractor shall fully cooperate with the other Contractors and with the County's employees and shall carefully adapt scheduling and performing the Work under this contract to accommodate the additional work, heeding any direction that may be provided by the County. Contractor shall not commit or permit any act that will interfere with the performance of its Work by any other contractor or by County employees.
- 14.3.4 Job Order Amendment. Job Orders may be amended by the County in the same manner as they are issued.
- 14.3.5 Job Order Value. The maximum Job Order value is One Million Dollars (\$1,000,000), except as provided by §17.1.



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#### 15. Job Order Documents:

- 15.1 Specifications and Drawings. Anything mentioned in the specifications and not shown in the drawings or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of differences between drawings and specifications, the drawings shall govern. In case of discrepancy either in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the County, who shall promptly make a determination in writing. Any adjustment by Contractor without such a determination shall be at its own risk and expense. The County shall furnish from time to time such detail drawings and other information as considered necessary, unless otherwise provided.
- 15.2 Show Drawings. Shop drawings include sketches, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by Contractor to explain in detail specific portions of the Work. The County may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under the Contract. Show drawings means drawings submitted to the County by the Contractor showing in detail:
  - 15.2.1 The proposed fabrication and assembly of structural elements;
  - 15.2.2 The installation (i.e. form, fit and attachment details) of materials or equipment, and
  - 15.2.3 The construction and detailing of elements of the Work.
- 15.3 Shop Drawing Coordination. Contractor shall coordinate all shop drawings, and review them for accuracy, completeness and compliance with Contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the County without evidence of Contractor's approval may be returned for resubmission. The County will indicate its approval or disapproval of the shop drawings and if not approved as submitted shall indicate County's reason therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the County shall not relieve Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of the Contract, except with respect to variations described and approved in accordance with §14.3 below.
- 15.4 <u>Shop Drawing Modification.</u> If shop drawings show variations from the Job Order requirements, Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If Owner approves any such variation, Owner shall issue an appropriate Contract modification, except that, if the variation is minor and does not involve a change in price or in time of performance, a modification need not be issued.
- 15.5 Shop Drawing Omissions. Omissions from the drawings or specifications or the mis-description of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve Contractor from performing such omitted or mis-described details of the Work but they shall be performed as if fully and correctly set forth and described in the drawings and specifications.
- 15.6 Owner Furnished Drawings. Contractor shall check all County furnished drawings immediately upon receipt and shall promptly notify the County of any discrepancies. Any errors or omissions in the County furnished drawings are the responsibility of the County to rectify, including associated costs. Figure marked on drawings shall be followed in preference to scale measurements. Large scale drawings shall govern small scale drawings. Contractor shall compare all drawings and verify the figures before laying out the Work and will be responsible for any errors which might have been avoided thereby.
- 15.7 <u>Show Drawing Submittal.</u> Contractor shall submit to the County for approval an appropriate number of copies of all shop drawings as called for under the various headings of these specifications. Sets of all shop drawings will be retained by the County and one set will be returned to the Contractor with annotation of approval or rejection within one (1) week after submission, unless a longer review period is necessary by mutual agreement between the County and the Contractor.
- 15.8 <u>Use of Job Order Documents.</u> All drawings (to include as-built drawings), sketches, designs, design data, specifications, note books, technical and scientific data provided to Contractor or developed by Contractor pursuant to the Contract and all photographs, negatives, reports, findings, recommendations, data and memoranda of every description relating thereto, as well as all copies of the foregoing relating to the Work or any part here of, shall be



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the property of the County and may be used by the County without any claim by the Contractor for additional compensation, unless such material developed by Contractor does not result in an issued Job Order. In such cases, Contractor will receive reasonable reimbursement for the development of such materials before the County uses them in any manner whatsoever. In addition, the County agrees to hold the Contractor harmless to the extent permitted by law from any legal liability arising out of the County's use of such material.

#### 16. Contract Changes:

- 16.1 <u>County Changes.</u> The County may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the Work within the general scope of the Job Orders, including changes:
  - 16.1.1 In the specifications (including drawings and designs);
  - 16.1.2 In County furnished facilities, equipment, materials, services, or site; or
  - 16.1.3 Directing acceleration in the performance of the Work, or otherwise altering the schedule for performance of the Work.
- 16.2 <u>County Change Orders.</u> Any other written order (which, as used in this paragraph, includes direction, instruction, interpretation, or determination) from the County that causes a change shall be treated as a change order under this section; provided, that the Contractor gives the County timely written notice stating the date, circumstances and source of the order that Contractor regards the order as a change order.
- 16.3 <u>Contract Adjustments.</u> Except as provided in this section, no order, statement or conduct of the County shall be treated as a change under this section or entitle Contractor to an equitable adjustment hereunder.
- 16.4 <u>Modification of the Job Order.</u> If any change under this section causes an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work under a Job Order, whether or not changed by any such order, the County shall negotiate an equitable adjustment and modify the Job Order in writing.
- 16.5 Contractor Proposals. Contractor must submit any proposal under this section within thirty (30) calendar days after:
  - 16.5.1 Receipt of a written change order under section 16.1 above; or
  - 16.5.2 The furnishing of a written notice under section 16.2 above by submitting to the County a written statement describing the general nature and amount of the proposal, unless this period is extended by the County. The statement of proposal for adjustment may be included in the notice under section 16.2 above
- 16.6 <u>Final Payment Limitation.</u> No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under the Job Order.
- 16.7 <u>Contractor Extension Justification.</u> The Contractor shall furnish to the County a written proposal for any proposed extension in the period of performance. The proposal shall contain a price breakdown and period of performance extension justification.
- 16.8 Contractor Price Breakdown Structure. Contractor, in connection with any proposal it makes for a Job Order change, shall furnish a price breakdown itemized as required by the County and the pricing matrix as required in the awarded contract.

#### 17. ARS Title 34 Provisions:

- 17.1 The maximum dollar amount of an individual job order shall be One Million Dollars (\$1,000,000) or such higher or lower amount prescribed by the County in an action notice pursuant to ARS Title 38, Chapter 3, Article 3.1 or a rule adopted by the County as the maximum amount of an individual job order. Requirements shall not be artificially divided or fragmented in order to constitute a job order that satisfies this requirement.
- 17.2 If the Contractor subcontracts or intends to subcontract part or all of the work under a job order and if this contract includes descriptions of standard individual tasks, standard unit prices for standard individual tasks and pricing of job orders based on the number of units of standard individual task in the job order, then:



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- 17.2.1 The Contractor has a duty to deliver promptly to each subcontractor invited to bid a coefficient to the Contractor to do all or part of the work under one or more job orders:
  - 17.2.1.1 A copy of the description of all standard individual tasks on which the subcontractor is invited to bid.
  - 17.2.1.2 A copy of the standard unit prices for the individual tasks on which the subcontractor is invited to bid.
- 17.2.2 If not previously delivered to the subcontractor, the Contractor has a duty to delivery promptly the following to each subcontractor invited to or that has agreed to do any of the work included in any job order:
  - 17.2.2.1 A copy of the description of each standard individual task that is included in the job order and that the subcontractor is invited to perform.
  - 17.2.2.2 The number of units of each standard individual task that is included in the job order and that the subcontractor is invited to perform.
  - 17.2.2.3 The standard unit price for each standard individual task that is included in the job order and that the subcontractor is invited to perform.
- 17.2.3 The County will include the full street or physical address of each separate location at which the construction will be performed for each individual Job Order. The Contractor (and on behalf of each subcontractor at any level) hereby agrees to include in each of its subcontracts the same address information. The Contractor and each subcontractor at any level shall include in each subcontract the full street or physical address of each separate location at which construction work will be performed.

#### 18. Contract Administration and Operation

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To the extent applicable Contractor shall comply with the following provisions.

- 18.1 Notice to Proceed/Ordering Authority. The Contractor agrees to render goods or services promptly and diligently upon receipt of a written purchase order or notice to proceed. Prior to receiving this notice, Contractors shall not commence any billable activities in the performance of the Contract. Any attempt to represent any product not specifically awarded under this Contract is a violation of the contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, contract termination, suspension and/or debarment of the Contractor. A signed Contract and valid purchase order must be in place prior to the start of any work each year, including renewal periods.
- 18.2 Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the Country at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 18.3 <u>Contractor Business Facilities and Business Practices.</u> The Contractor's personnel, facilities and equipment shall be in full compliance with all applicable federal, state and local health, environmental and safety laws, regulations, standards, ordinances, privilege license and permit requirements, whether or not they have been referenced by the County.

Employee compensation shall meet all applicable requirements of the Fair Labor Standards Act and Federal and Arizona minimum wage laws, in addition to all applicable OSHA regulations. The Contractor bears full responsibility for employee training, safety, and providing necessary equipment to achieve compliance with all such laws and regulations prior to the contract commencement date and to maintain compliance throughout the duration of the contract.



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# Terms & Conditions

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Affirmative Action. Contractor agrees to abide by the provisions of the County Affirmative Action Program. Contractor, their subcontractor(s) and supplier(s) agree to adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, promote and upgrade the position of employees regardless of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status, or marital status and who agree and are responsive to the County's goals. Upon request, the Responder/Contractor agrees to submit the following reports to the County's Office of Equal Opportunity Programs:

Part A Employment Information Report

- Part B. Equal Employment Opportunity/Affirmative Action Policy Plan;
- Part C. Employer Equal Employment Opportunity (EEO) Workforce Profile.

All such reports on file with the Equal Employment Opportunity Office will be updated at least annually. The Equal Employment Opportunity Office may for good cause recommend to the County's Chief Financial Officer that failure to comply with the requirements of this subsection be waived and that the submittal be accepted contingent upon receipt of the required reports before a notice to proceed is issued.

- Drug Free Workplace Program. Contractors are hereby advised that Pinal County has adopted a policy establishing a drug free workplace for itself and as a requirement for Contractors doing business with the County, to ensure the safety and health of employees working on its contracts/projects. The Contractor shall require a drug free workplace for all employees working under the contract. Specifically, all Contractor employees who are working under this contract shall be notified in writing by the Contractor that they are prohibited from the manufacture, distribution, dispensation, possession or unlawful use of a controlled substance in the workplace. The Contractor agrees to prohibit the use of intoxicating substances by all employees and shall ensure that employees do not use or possess illegal drugs while in the course of performing their duties. Failure to require a drug free workplace in accordance with the Policy may result in termination of the contract and possible debarment from bidding on future contracts/projects.
- 18.6 Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and six (6) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the County and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 18.7 Facilities Inspection and Materials/Service Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The County shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the County determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the County for testing and inspection. All material or service is subject to final inspection and acceptance by the County. Material or service failing to conform to the specifications of this contract shall be held at Contractor's risk and may be returned. If defective goods are returned or services must be re-performed, all costs are the responsibility of the Contractor.
- Notices. Notices to the Contractor required by this Contract shall be made by the County to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the County required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 18.9 Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 18.10 <u>Property of the County.</u> Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the County. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the County.



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- 18.11 Offshore Performance of Work Prohibited. Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the Pinal County or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.
- 18.12 Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the County shall be considered the creator of such Intellectual Property. The Pinal County department requesting the issuance of this contract shall own (for and on behalf of the County) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the County, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the County and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the County. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the County without the express written authorization of the Pinal County department requesting the issuance of this contract.
- 18.13 Confidentiality of Records. The Contractor shall maintain the confidentiality and privilege of any documents that the Contractor has access to which have been designated by the County as confidential or privileged. The Contractor shall establish and maintain procedures and controls that are acceptable to the County for the purpose of assuring that no information contained in its records obtained from the County or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the County. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the County.
- 18.14 Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The County shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the County determine that the contractor and/or any subcontractors be found noncompliant, the County may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 18.15 <u>E-Verify Requirements</u>. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

#### 19. Price Adjustment for Bituminous Materials

19.1 Description

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Price adjustment shall be calculated based on price changes of bituminous material occurring between the submittal deadline date for the JOC technical and price proposals and the date that the material is delivered or used. Price adjustment shall be bi-directional, potentially increasing or decreasing contract payments.

The term "bituminous material" as used herein shall include asphalt cement, liquid asphalt and emulsified asphalt and shall apply only to specific pay items requiring these materials.

The contract unit price for each item of bituminous material shall include all costs for furnishing, hauling, handling, spreading, and mixing of the material required, including the "initial cost" of bituminous material and all applicable taxes, bonds, and insurance premiums; but excluding any difference in the cost of bituminous material that occurs between the



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submittal deadline date for the JOC price proposal and the date that the material is delivered or used and the cost of taxes, bonds and insurance directly attributed to the price adjustment amount for bituminous materials.

#### 19.2 Measurement Emulsified Asphalt

The tons of emulsified products to which the adjustment will be applicable will be the tons of the bituminous material within the emulsion. The Contractor shall weigh or measure the truck or trailer tank prior to and after placing the emulsion and will be paid based upon the difference in the weight.

#### 19.3 Payment

The "initial cost" of asphalt cement, liquid asphalt and emulsified asphalt will be the quarterly cost determined by the Arizona Department of Transportation (ADOT) based on selling prices of asphalt and all materials published by the ADOT.

The bituminous material "initial cost" price is issued each month in memorandum form by ADOT's Contract and Specifications Section of the Intermodal Transportation Division under "Price Adjustment for Bituminous Material" title. The price is the arithmetic average of the high and low selling prices for asphalt cement shown for the previous quarter in the ADOT escalator.

This price will be deemed to be the "initial cost" for bituminous material of all types, grades, etc., on projects on which bids are opened during the following month. This price may be obtained from the ADOT website: <a href="http://www.azdot.gov/business/ContractsandSpecifications/PriceAdjustmentforBituminousMaterialandDieselFuel">http://www.azdot.gov/business/ContractsandSpecifications/PriceAdjustmentforBituminousMaterialandDieselFuel</a>
For each item of bituminous material for which there is a specific pay item, an adjustment in compensation will be made for either an increase or decrease in the price of asphalt cement as shown in the ADOT memorandum, current for the date of use of the material, as compared to the "initial cost".

Adjustments in compensation for emulsified asphalt will be made for the bituminous material prior to dilution.

The tons of bituminous materials which are paid for on an invoice basis to which the adjustment will be applicable are the tons which have been delivered to the project and subsequently incorporated into the work. The adjustment will be applicable on the date of use of the bituminous material.

Price Adjustment for Bituminous Materials shall include an adjustment for the actual change in cost of premiums on required payment and performance bonds, the actual change in cost of premiums for property damage and/or public liability insurance, and the change in sales tax (identified in Section 109.2.3) liability incurred as a result of the price adjustment for bituminous materials. The Contractor shall provide documentation to determine the adjustment for the actual change in cost of premiums on required payment and performance bonds, property damage and/or public liability insurance, and sales tax.

No additional compensation will be made for any additional or increased charges, costs, expenses, etc., which the Contractor may have incurred since the time of the Price proposal submittal which may be the result of any increase in the "initial cost" of bituminous material.

The Price Adjustment for Bituminous Materials will be made in the next regular payment following actual use or application of the bituminous material and may cause an increase or decrease in payments. Quarterly billing shall be identified as:

Quarter 1; July - September, released end of June

Quarter 2; October -December, released end of September

Quarter 3; January - March, released end of December

Quarter 4; April - June, released end of March



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# Addendum Acknowledgement Form

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#### ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation Addendums are posted on the Pinal County website at the following address:

http://pinalcountyaz.gov/Purchasing/Pages/CurrentSolicitations.aspx . It is the responsibility of the Responder to periodically check this website for any Solicitation Addendum.

This page is used to acknowledge any and all addendums that might be issued. Any addendum issued within five days of the solicitation due date, will include a new due date to allow for addressing the addendum issues. Your signature indicates that you took the information provided in the addendums into consideration when providing your complete response.

Please sign and date:		
ADDENDUM NO. 1 Acknowledgement		
	Signature	Date
ADDENDUM NO. 2 Acknowledgement		
	Signature	Date
ADDENDUM NO. 3 Acknowledgement		
	Signature	Date
If no addendums were issued, indicate belo	ow sign the form and return with your r	esponse
n no addonatino no o locasa, maisate por	m, agri the form and retain maryear	5500
Firm		



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# W-9 Form

Pinal County
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#### W-9 FORM

Download W-9 Form from <a href="http://www.irs.gov/pub/irs-pdf/fw9.pdf">http://www.irs.gov/pub/irs-pdf/fw9.pdf</a>



# Responder's Checklist

Pinal County
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31 N. Pinal St.
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#### **RESPONDERS CHECKLIST**

	Yes/No
Did you include your <b>signed</b> Offer sheet?	
See Page 34 & 35 of this solicitation.	
Did you acknowledge all addendums, if any?	
See page 31. Any addendums would be uploaded in Bonfire.	
Did you complete and include all required Response Forms?	
Any Response forms would be available in Bonfire.	
Did you include your W-9 Form?	
See page 32 of this solicitation.	
Did you include any necessary attachments?	
Did you follow the order for submissions of documents?	
See Section 2.4 – Offer format in the Special Instructions of this solicitation.	
Did you include proof of insurance(s) if requested?	



# Offer and Acceptance

Pinal County
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#### OFFER AND ACCEPTANCE FORM

#### TO PINAL COUNTY:

The undersigned hereby offers and agrees to furnish the material, service, or construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation.

Burgen Clay	Managing Partner	
Authorized Signature	Title	
Bryan Glazer	5/22/2018	
Printed Name	Date	
Cactus Asphalt, A Division of Cactu	us Transport, Inc. 623-907-28	00
Company Name	Telephone	<del>.</del>
8211 W. Sherman St	Tolleson AZ 85353	
Address	City, State, Zip	\$
For clarification of this offer, contact:		
Name: Jeff Abram	Phone: 623-907-2800	Fax: 623-907-2900
ACCEPTANCE OF OFFER (For Pinal County Use Only)  The offer is hereby accepted and the Resas Indicated by the Purchase Order or No specifications, amendments, etc. and the	sponder is now bound to sell or provide th otice of Award and based upon the solicit	
The contract is for: JOC Asphalt Mainter	nance & Repair Services	
any billable work or to provide any mater order or notice to proceed	nced to as Contract No. 175923. The O rial or service under this contract until Of	
Awarded this 27th day of	June 20	8.
Todd House	Charana	- Luci
Name (Print)	Title	Signature
Approved as to form: Pinal Count	y Attorney's Diffice	



# Offer and Acceptance

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#### OFFER AND ACCEPTANCE FORM - Page 2

By signing the previous page of the Offer and Acceptance Form, Responder certifies:

- The submission of the bid did not involve collusion or other anti-competitive practices.
- B. The Responder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
- C. The Responder 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 the Submittal.
- D. The Responder certifies that it complies with Executive Order 12549 related to Federal Government Debarment and Suspension (see 4-7)
- E. The Responder certifies that the individual signing the bid is an authorized agent for the Responder and has the authority to bind them to the contract.

Cactus Asphalt, A Division of Cactus Transport, Inc. Company Name

Authorized Signature Bryan Glazer - Managing Partner



# **End of Solicitation**

Cactur	s Asphalt			
	·	Quantity	Unit of	
#	Item Description	Required		Unit Price
	Crack Sealing 1/4 To 1" Width	1	LBS	\$ 1.27
	Crack Routing	1	LBS	\$ 0.24
	Crack Vacuum Traffic Control - Crack Sealing	1	LBS LBS	\$ 0.15 \$ 0.47
	Crack Seal 1" To 2" Utilizing Crack Mastic	1	LBS	\$ 3.55
	Traffic Control - Crack Mastic	1	LBS	\$ 1.03
	Asphalt Emulsion Fog Seal SS 1:1 Or CSS 1:1, < 50 TONS	1	TON	\$ 325.00
	Asphalt Emulsion Fog Seal SS 1:1 Or CSS 1:1, > 50 TONS	1	TON	\$ 223.00
	Asphalt Emulsion Fog Seal TRMSS, < 50 TONS	1	TON	\$ 589.00
	Asphalt Emulsion Fog Seal TRMSS, > 50 TONS Asphalt Emulsion Fog Seal PASS QB, < 50 TONS	1	TON TON	\$ 549.00 \$ 447.00
	Asphalt Emulsion Fog Seal PASS QB, > 50 TONS	1	TON	\$ 414.00
	Asphalt Emulsion Fog Seal CQS-TR, < 50 TONS	1	TON	\$ 591.00
	Asphalt Emulsion Fog Seal CQS-TR, > 50 TONS	1	TON	\$ 566.00
	Asphalt Emulsion Fog Seal CQS-LM, < 50 TONS	1	TON	\$ 609.00
	Asphalt Emulsion Fog Seal CQS-LM, > 50 TONS	1	TON TON	\$ 583.00
	Asphalt Emulsion Fog Seal TR-Fog, < 50 TONS Asphalt Emulsion Fog Seal TR-Fog, > 50 TONS	1	TON	\$ 457.00 \$ 435.00
	Fog Seal Binder - Haul and Apply Services	1	TON	\$ 233.00
	Traffic Control - Fog Seal (Based on Binder TON)	1	TON	\$ 138.00
	PMM Seal Coat	1	SY	\$ 0.60
	MTR Seal Coat	1	SY	\$ 0.33
	Seal Coat Binder - Haul and Apply Services Traffic Control - Seal Coat (Based on Binder TON)	1	TON TON	\$ 569.00 \$ 222.00
	Chip Seal Binder: AC15-5TR, < 100 TONS	1	TON	\$ 222.00
	Chip Seal Binder: AC15-5TR, > 100 TONS	1	TON	\$ 691.00
#4-3	Chip Seal Binder: MC-800 TR, < 100 TONS	1	TON	\$ 724.00
	Chip Seal Binder: MC-800 TR, > 100 TONS	1	TON	\$ 707.00
	Chip Seal Binder: Asphalt Rubber (PG 64-16, 18% Tire Rubber), < 100 TONS	1	TON	\$ 671.00
	Chip Seal Binder: Asphalt Rubber (PG 64-16, 18% Tire Rubber), > 100 TONS Chip Seal Binder: Asphalt Rubber (PG 58-22, 18% Tire Rubber), < 100 TONS	1	TON TON	\$ 486.00 \$ 671.00
	Chip Seal Binder: Asphalt Rubber (PG 58-22, 18% Tire Rubber), > 100 TONS  Chip Seal Binder: Asphalt Rubber (PG 58-22, 18% Tire Rubber), > 100 TONS	1	TON	\$ 486.00
	Chip Seal Binder: RAB (Rubberized Asphalt Binder, Field Blend), < 100 TONS	1	TON	\$ 739.00
#4-10	Chip Seal Binder: RAB (Rubberized Asphalt Binder, Field Blend), > 100 TONS	1	TON	\$ 554.00
	Chip Seal Binder: Polymer Modified Asphalt Rubber (PG 64-16, 16% Tire Rubber, 3% SBS Polymer), < 100 TONS	1	TON	\$ 761.00
	Chip Seal Binder: Polymer Modified Asphalt Rubber (PG 64-16, 16% Tire Rubber, 3% SBS Polymer), > 100 TONS	1	TON TON	\$ 576.00
	Chip Seal Binder: Polymer Modified Asphalt Rubber (PG 58-22, 16% Tire Rubber, 3% SBS Polymer), < 100 TONS Chip Seal Binder: Polymer Modified Asphalt Rubber (PG 58-22, 16% Tire Rubber, 3% SBS Polymer), > 100 TONS	1	TON	\$ 761.00 \$ 576.00
	Chip Seal Binder: CRS-TR, < 100 TONS	1	TON	\$ 579.00
	Chip Seal Binder: CRS-TR, > 100 TONS	1	TON	\$ 566.00
	Chip Seal Binder: CRS-2P, < 100 TONS	1	TON	\$ 513.00
	Chip Seal Binder: CRS-2P, > 100 TONS	1	TON	\$ 500.00
	Chip Seal Binder - Haul & Apply Services Scrub Seal Binder: Rubberized Asphalt Scrub Seal Binder (Blended Base Asphalt, 10% Tire Rubber, 2% SBS Polymer), <	1	TON	\$ 102.00
	Scrub Seal Binder: Rubberized Asphalt Scrub Seal Binder (Blended Base Asphalt, 10% Tire Rubber, 2% SBS Polymer), >	1 1	TON TON	\$ 810.00 \$ 626.00
	Scrub Seal Binder - Haul & Apply Services	1	TON	\$ 269.00
	Chip Seal Aggregate - HVT Pre-Coated	1	TON	\$ 103.00
	Chip Seal Aggregate - LVT Pre-Coated	1	TON	\$ 103.00
	Chip Seal Aggregate - HVT Non-Coated	1	TON	\$ 83.50
	Chip Seal Aggregate - LVT Non-Coated Scrub Seal Aggregate	1	TON TON	\$ 83.50 \$ 168.00
	Traffic Control - Chip and Scrub Seal (Based on Binder TON)	1	TON	\$ 40.00
	Chip Seal Binder: PASS CR, <100 Tons	1	TON	\$ 718.00
#4-30	Chip Seal Binder: PASS CR, >100 Tons	1	TON	\$ 702.00
	Micro Surface Binder: LMCQSTR-MS, < 100 TONS	1	TON	\$ 1,155.00
	Micro Surface Binder: LMCQSTR-MS, > 100 TONS	1	TON	\$ 1,050.00
	Micro Surface Binder: MSE (MAG Spec.), < 100 TONS  Micro Surface Binder: MSE (MAG Spec.), > 100 TONS	1	TON TON	\$ 1,112.00 \$ 958.00
	Micro Surface Binder: CQSLM, < 100 TONS  Micro Surface Binder: CQSLM, < 100 TONS	1	TON	\$ 1,112.00
	Micro Surface Binder: CQSLM, > 100 TONS	1	TON	\$ 958.00
#5-7	Micro Surface Binder: CQSPM, < 100 TONS	1	TON	\$ 1,052.00
	Micro Surface Binder: CQSPM, > 100 TONS	1	TON	\$ 1,015.00
	Micro Surface Binder: CQSLM TR, < 100 TONS	1	TON	\$ 1,155.00
	Micro Surface Binder: CQSLM TR, > 100 TONS Slurry Seal Binder: LMCQSTR, < 100 TONS	1	TON TON	\$ 1,049.00 \$ 1,167.00
	Slurry Seal Binder: LMCQSTR, < 100 TONS	1	TON	\$ 1,044.00
	Slurry Seal Binder: LMCQS, < 100 TONS	1	TON	\$ 981.00
	Slurry Seal Binder: LMCQS, > 100 TONS	1	TON	\$ 843.00
	Slurry Seal Binder: PMCQS (Solid Polymer SBS), < 100 TONS	1	TON	\$ 1,102.00
	Slurry Seal Binder: PMCQS (Solid Polymer SBS), > 100 TONS	1	TON	\$ 883.00
	Slurry Seal Binder: PMQS h, < 100 TONS Slurry Seal Binder: PMQS h, > 100 TONS	1	TON TON	
	Slurry Seal Binder: CQS, < 100 TONS	1	TON	\$ 863.00
	Slurry Seal Binder: CQS, > 100 TONS	1	TON	\$ 790.00
	Slurry Seal Binder: CQSLM, < 100 TONS	1	TON	\$ 982.00

## # # # # # # # # # # # # # # # # # #					
15-23   Stury Seal Binder: COST R 1 OOT TONS   1 FON   5 14:00	#5-22	Slurry Seal Binder: CQSLM, > 100 TONS	1	TON	\$ 843.00
## 1924   Stury Sou Binder: COSE TR. > 100 TONS   11 TON   11 TO		·	1	TON	\$ 1,068.00
1925   Surry Seal Broder: COSANT Pt., v 100 TONS   1 TON \$ 1,100.00				_	. ,
19-20   Surry Seal Ender: COSEM TR. > 100 FONS   1   1   70N   3   120.00					
15.27   Sirry Seal Aggregate (Type II) Residential   1   TON   3   210.00   52.20   Sirry Seal Aggregate (Type II) Residential   1   TON   3   120.00   52.20   Sirry Seal Aggregate (Type II) Anterial   1   TON   3   120.00   53.20   Sirry Seal Aggregate (Type II) Anterial   1   TON   3   120.00   15.31   Sirry Seal Aggregate (Type II) Anterial   1   TON   3   120.00   15.32   Sirry Seal Aggregate (Type II) Anterial   1   TON   3   120.00   15.33   Sirry Seal Aggregate (Type II)   1   TON   3   120.00   15.33   Sirry Seal A More Seal Fabr Agdress   1   TON   3   120.00   15.34   Sirry Seal A More Seal Fabr Agdress   1   TON   3   120.00   1   TON   3   120.				_	
## 522 (Stury Seal Aggregate (Type II) Readental  ## 1 TON \$ 122,00  ## 122 (Stury Seal Aggregate (Type III) Readental  ## 1 TON \$ 122,00  ## 123 (Stury Seal Aggregate (Type III) Readental  ## 1 TON \$ 122,00  ## 123 (Stury Seal Aggregate (Type III) Readental  ## 1 TON \$ 122,00  ## 123 (Stury Seal Aggregate (Type III) Readental  ## 1 TON \$ 122,00  ## 1 T					
#6.29 Stury Seal Aggregate (Type II) Residential         1         TON         \$12,000           #6.20 Stury Seal Aggregate (Type II) Residential         1         TON         \$12,000           #6.21 Stury Seal Aggregate (Type III) Residential         1         TON         \$12,000           #6.21 Stury Seal Aggregate (Type III) Residential         1         TON         \$12,000           #6.24 Stury Seal Aggregate (Type III) Residential (Type III)         1         TON         \$12,000           #6.34 Stury Seal Aggregate (Type III) Residential (Type III)         1         TON         \$12,000           #6.34 Stury Seal Aggregate (Type III) Residential (Type III)         1         TON         \$12,000           #6.35 Trailific Centrol Pavement Marchail (Type III) Residential (Type III)         \$12,000         \$17,000         \$12,000           #6.4 Aggregate (Type III) Aggregate (Type III)         \$12,000         \$12,000         \$12,000         \$12,000           #6.5 Aggregate (Type III) Aggregate (Type III)         \$12,000         \$				_	
15-03   Sury Seal Aggregate (Type III) Resourced   1   TON   3   120,000   15-03   Sury Seal Aggregate (Type III) Activation   15-05   Mino Surfacing Aggregate (Type III)   1   TON   3   125,000   15-05   Mino Surfacing Aggregate (Type III)   1   TON   3   125,000   15-05   Mino Surfacing Aggregate (Type III)   1   TON   3   125,000   15-05   Mino Surfacing Aggregate (Type III)   1   TON   3   125,000   15-05   Mino Surfacing Aggregate (Type III)   1   TON   3   125,000   15-05   Tapfac Control - Sury and Minor Seal (Bassad on Binorit TON)   1   TON   3   125,000   15-05   Agghant Concrete Paverment Industrial 1122 Min Lon Traffic), 5 (500 TONS)   1   TON   3   125,000   15-05   Agghant Concrete Paverment Industrial 1122 Min Lon Traffic), 5 (500 TONS)   1   TON   3   125,000   15-05   Agghant Concrete Paverment Industrial 1122 Min Lon Traffic), 5 (500 TONS)   1   TON   3   125,000   15-05   Agghant Concrete Paverment Industrial 1122 Min Lon Traffic), 5 (500 TONS)   1   TON   3   125,000   15-05   Agghant Concrete Paverment Industrial 3124 Min Lon Traffic), 5 (500 TONS)   1   TON   3   125,000   15-05   Agghant Concrete Paverment Industrial 3124 Min Lon Traffic), 5 (500 TONS)   1   TON   3   125,000   15-05   Agghant Concrete Paverment Industrial 3124 Min Lon Traffic), 5 (500 TONS)   1   TON   3   125,000   15-05   Agghant Concrete Paverment Industrial 3124 Min Lon Traffic), 5 (500 TONS)   1   TON   3   125,000   15-05   Agghant Concrete Paverment Industrial 3124 Min Lon Traffic), 5 (500 TONS)   1   TON   3   125,000   15-05   Agghant Concrete Paverment Industrial 3124 Min Lon Traffic), 5 (500 TONS)   1   TON   3   125,000   15-05   Agghant Concrete Paverment Industrial 3124 Min Lon Traffic), 5 (500 TONS)   1   TON   3   125,000   15-05   Agghant Concrete Paverment Industrial 3124 Min Lon Traffic), 5 (500 TONS)   1   TON   3   125,000   15-05   Agghant Concrete Paverment Industrial 3124 Min Lon Traffic), 5 (500 TONS)   1   TON   3   125,000   15-05   Agghant Concrete Paverment Industrial 3124 Min Lon Traffic),			1	TON	
##5-31 Stury Seal Aggrangem (Type III) Anterial ##5-32 Micro Surfacing Aggrangem (Type III) ##5-33 Micro Surfacing Aggrangem (Type III) ##5-34 Micro Surfacing Aggrangem (Type III) ##5-35 Micro Surfacing Aggrangem (Type III) ##5-35 Micro Surfacing Aggrangem (Type III) ##5-34 Micro Surfacing Aggrangem (Type IIII) ##5-34 Micro Surfacing Aggrangem (Type IIIII) ##5-34	#5-29	Slurry Seal Aggregate (Type II) Arterial	1	TON	\$ 124.00
##5-31 Stury Seal Aggrangem (Type III) Anterial ##5-32 Micro Surfacing Aggrangem (Type III) ##5-33 Micro Surfacing Aggrangem (Type III) ##5-34 Micro Surfacing Aggrangem (Type III) ##5-35 Micro Surfacing Aggrangem (Type III) ##5-35 Micro Surfacing Aggrangem (Type III) ##5-34 Micro Surfacing Aggrangem (Type IIII) ##5-34 Micro Surfacing Aggrangem (Type IIIII) ##5-34			1	TON	\$ 120.00
##   ##   ##   ##   ##   ##   ##   #				_	
##   ##   ##   ##   ##   ##   ##   #		7 00 0 171 7			
#5.34 Burry Seal & Moto Seal Floer Additive   1					
85-35   Taffer Control - Shurry and Micro Seal (Based on Binder TON)         1         TON         \$142,00           66-1         Apathat Concrete Payment (Marshall 127 Ms. Low Traffic) - 500 TONS         1         TON         \$123,00           66-2         Apathat Concrete Payment (Marshall 127 Ms. Low Traffic) - 500 TONS         1         TON         \$2,35           66-4         Apathat Concrete Payment (Marshall 127 Ms. Low) Traffic) - 500 TONS         1         TON         \$2,55           66-4         Apathat Concrete Payment (Marshall 127 Ms. Low) Traffic) - 500 TONS         1         TON         \$8,50           66-4         Apathat Concrete Payment (Marshall 327 Ms. Low) Traffic) - 500 TONS         1         TON         \$8,61           66-7         Apathat Concrete Payment (Marshall 324 Ms. Low) Traffic) - 500 TONS         1         TON         \$8,61           66-8         Apathat Concrete Payment (Marshall 324 Ms. Low) Traffic) - 500 TONS         1         TON         \$8,22           66-9         Apathat Concrete Payment (Marshall 324 Ms. Low) Traffic) - 500 TONS         1         TON         \$8,23           66-9         Apathat Concrete Payment (Superpaye 424 Ms.) - 500 TONS         1         TON         \$8,23           66-9         Apathat Concrete Payment (Superpaye 424 Ms.) - 500 TONS         1         TON         \$8,23					
46-1 Apphalt Concrete Parement (Marshall 127 Mb. Low Traffic) - 500 TONS         1         TON \$ 123.75           46-2 Apphalt Concrete Parement (Marshall 127 Mb. Low Traffic) - 500 TONS         1         TON \$ 381.01           46-3 Apphalt Concrete Parement (Marshall 127 Mb. High Traffic) - 500 TONS         1         TON \$ 381.01           46-5 Apphalt Concrete Parement (Marshall 127 Mb. High Traffic) - 500 TONS         1         TON \$ 382.75           46-5 Apphalt Concrete Parement (Marshall 247 Mb. Low Traffic) - 500 TONS         1         TON \$ 382.75           46-5 Apphalt Concrete Parement (Marshall 247 Mb. Low Traffic) - 500 TONS         1         TON \$ 382.75           46-6 Apphalt Concrete Parement (Marshall 247 Mb. Low Traffic) - 500 TONS         1         TON \$ 382.75           46-7 Apphalt Concrete Parement (Superpave 127 Mb. 169.75 Ton \$ 500 TONS         1         TON \$ 382.75           46-10 Apphalt Concrete Parement (Superpave 127 Mb. 169.75 Ton \$ 500 TONS         1         TON \$ 382.75           46-11 Apphalt Concrete Parement (Superpave 127 Mb. 169.75 Ton \$ 500 TONS         1         TON \$ 382.75           46-12 Apphalt Concrete Parement (Superpave 127 Mb. 169.75 Ton \$ 500 TONS         1         TON \$ 382.75           46-12 Apphalt Concrete Parement (Superpave 127 Mb. 169.75 Ton \$ 500 TONS         1         TON \$ 382.75           46-13 Apphalt Concrete Parement (Superpave 127 Mb. 169.75 Ton \$ 500 TONS         1         TON \$ 382.75			1		
## ## ## ## ## ## ## ## ## ## ## ## ##	#5-35	Traffic Control - Slurry and Micro Seal (Based on Binder TON)	1	TON	\$ 141.00
## ## ## ## ## ## ## ## ## ## ## ## ##	#6-1	Asphalt Concrete Payement (Marshall 1/2" Mix Low Traffic). < 500 TONS	1	TON	\$ 123.75
88-3 Asphalt Concrete Pavement (Marshall 12* Mix High Tarfiel), a 500 TONS         1         TON         \$ 1,23.76           465-5 Asphalt Concrete Pavement (Marshall 24* Mix Low Turfiel), a 500 TONS         1         TON         \$ 23.76           465-6 Asphalt Concrete Pavement (Marshall 24* Mix Low Turfiel), a 500 TONS         1         TON         \$ 23.76           465-7 Asphalt Concrete Pavement (Marshall 24* Mix Low Turfiel), a 500 TONS         1         TON         \$ 23.76           467-7 Asphalt Concrete Pavement (Marshall 24* Mix Low Turfiel), a 500 TONS         1         TON         \$ 23.76           467-7 Asphalt Concrete Pavement (Marshall 24* Mix Low), a 500 TONS         1         TON         \$ 23.76           46-10 Asphalt Concrete Pavement (Eugenpaw 24* Mix), a 500 TONS         1         TON         \$ 23.76           46-11 Asphalt Concrete Pavement (Eugenpaw 24* Mix), a 500 TONS         1         TON         \$ 29.72           46-12 Asphalt Concrete Pavement (Eugenpaw 24* Mix), a 500 TONS         1         TON         \$ 29.72           46-13 Asphalt Rubber Concrete Pavement, a 500 TONS         1         TON         \$ 29.72           46-14 Asphalt Cuncrete Pavement (Eugenpaw 24* Mix), a 500 TONS         1         TON         \$ 29.52           46-15 Asphalt Cuncrete Pavement (Eugenpaw 24* Mix), a 500 TONS         1         TON         \$ 29.52           4					
### ## Aphat Concrete Pavement (Marshall 12" Mix High Traffic) - 500 TONS					
46-5 Agabatic Concrete Pavement (Marshall 34* Ms. Low Traffic), s 500 TONS         1         TON         \$ 23,756           46-6 Agabatic Concrete Pavement (Marshall 34* Ms. High Traffic), s 500 TONS         1         TON         \$ 83,656           46-7 Agabatic Concrete Pavement (Marshall 34* Ms. High Traffic), s 500 TONS         1         TON         \$ 83,656           46-8 Agabatic Concrete Pavement (Buperpave 12* Ms.), s 500 TONS         1         TON         \$ 83,656           46-9 Agabatic Concrete Pavement (Buperpave 12* Ms.), s 500 TONS         1         TON         \$ 83,656           46-10 Agabatic Concrete Pavement (Buperpave 12* Ms.), s 500 TONS         1         TON         \$ 82,656           46-11 Agabatic Concrete Pavement (Superpave 12* Ms.), s 500 TONS         1         TON         \$ 82,656           46-12 Agabatic Concrete Pavement (Superpave 24* Ms.), s 500 TONS         1         TON         \$ 22,656           46-13 Agabatic Concrete Pavement (Superpave 34* Ms.), s 500 TONS         1         TON         \$ 22,656           46-14 Agabatic Concrete Pavement (Superpave 24* Ms.)         1         TON         \$ 22,650           46-15 Butument (Superpave 24* Ms.)         1         TON         \$ 22,600           46-15 Butument (Superpave 24* Ms.)         1         TON         \$ 22,600           46-15 Agabatic Concrete Pavement (Perparent) <td< td=""><td></td><td></td><td></td><td>_</td><td></td></td<>				_	
#6-6 Apphalt Concrete Pavement (Marshall 34* Ms. Law Traffic), 5:00 TONS         1         TON         \$ 8,510           467 Apphalt Concrete Pavement (Marshall 34* Ms. High Traffic), 5:00 TONS         1         TON         \$ 8,510           #6-8 Apphalt Concrete Pavement (Marshall 34* Ms. High Traffic), 5:00 TONS         1         TON         \$ 8,510           #6-8 Apphalt Concrete Pavement (Superpava 12* Mb.), 5:00 TONS         1         TON         \$ 8,611           #6-10 Apphalt Concrete Pavement (Superpava 12* Mb.), 5:00 TONS         1         TON         \$ 8,611           #6-11 Apphalt Concrete Pavement (Superpava 12* Mb.), 5:00 TONS         1         TON         \$ 9,621           #6-12 Apphalt Concrete Pavement, 5:00 TONS         1         TON         \$ 9,621           #6-13 Apphalt Concrete Pavement, 5:00 TONS         1         TON         \$ 9,625           #6-15 Apphalt Concrete Pavement, 5:00 TONS         1         TON         \$ 9,625           #6-15 Apphalt Concrete Pavement, 5:00 TONS         1         TON         \$ 9,625           #6-16 Apphalt Concrete Pavement, 5:00 TONS         1         TON         \$ 9,625           #6-16 Apphalt Concrete Pavement, 5:00 TONS         1         TON         \$ 9,625           #6-16 Apphalt Concrete Pavement (Per Inch Fool)         1         TON         \$ 9,625					
### 49-PA   Aphalt Concrete Pavement (Marshall 34* Mix High Traffic), <a href="https://doi.org/10.1008/j.ms/1&lt;/td&gt;&lt;td&gt;#6-5&lt;/td&gt;&lt;td&gt;&lt;/td&gt;&lt;td&gt;&lt;/td&gt;&lt;td&gt;&lt;/td&gt;&lt;td&gt;&lt;/td&gt;&lt;/tr&gt;&lt;tr&gt;&lt;td&gt;#6-8 Asphat Concrete Pawment (Marshall 3/4* Mix. High Traffic). &gt; 500 TONS         1         TON         \$ 8,900 TONS           69- Pasphat Concrete Pawment (Superpave 1/2* Mol.; &gt; 500 TONS         1         TON         \$ 123,75           46-10 Asphat Concrete Pawment (Superpave 3/4* Mol.; &gt; 500 TONS         1         TON         \$ 193,75           46-11 Asphat Concrete Pawment (Superpave 3/4* Mol.; &gt; 500 TONS         1         TON         \$ 193,75           46-12 Asphat Concrete Pawment, \$ 500 TONS         1         TON         \$ 183,75           46-12 Asphat Concrete Pawment, \$ 500 TONS         1         TON         \$ 185,16           46-12 Asphat Chuber Concrete Pawment, \$ 500 TONS         1         TON         \$ 182,6           46-12 Asphat Rubber Concrete Pawment, \$ 500 TONS         1         TON         \$ 125,6           46-13 Asphat Concrete Pawment, \$ 500 TONS         1         TON         \$ 125,6           46-15 Education Concrete Pawment (Parl Inching)         1         TON         \$ 200,6           46-15 Education Concrete Pawment (Parl Inching)         1         TON         \$ 2,00           46-15 Separate Politing (Micro Milling Concrete Pawment (Milling Congress)         1         LF 5         \$ 2,00           46-15 Separate Politing (Micro Milling Congress)         1         LF 6         \$ 3,00         \$ 1,00&lt;/td&gt;&lt;td&gt;#6-6&lt;/td&gt;&lt;td&gt;Asphalt Concrete Pavement (Marshall 3/4" low="" mix="" traffic),=""> 500 TONS</a>	1	TON	\$ 89.10		
#6-8 Asphat Concrete Pawment (Marshall 3/4* Mix. High Traffic). > 500 TONS         1         TON         \$ 8,900 TONS           69- Pasphat Concrete Pawment (Superpave 1/2* Mol.; > 500 TONS         1         TON         \$ 123,75           46-10 Asphat Concrete Pawment (Superpave 3/4* Mol.; > 500 TONS         1         TON         \$ 193,75           46-11 Asphat Concrete Pawment (Superpave 3/4* Mol.; > 500 TONS         1         TON         \$ 193,75           46-12 Asphat Concrete Pawment, \$ 500 TONS         1         TON         \$ 183,75           46-12 Asphat Concrete Pawment, \$ 500 TONS         1         TON         \$ 185,16           46-12 Asphat Chuber Concrete Pawment, \$ 500 TONS         1         TON         \$ 182,6           46-12 Asphat Rubber Concrete Pawment, \$ 500 TONS         1         TON         \$ 125,6           46-13 Asphat Concrete Pawment, \$ 500 TONS         1         TON         \$ 125,6           46-15 Education Concrete Pawment (Parl Inching)         1         TON         \$ 200,6           46-15 Education Concrete Pawment (Parl Inching)         1         TON         \$ 2,00           46-15 Separate Politing (Micro Milling Concrete Pawment (Milling Congress)         1         LF 5         \$ 2,00           46-15 Separate Politing (Micro Milling Congress)         1         LF 6         \$ 3,00         \$ 1,00	#6-7	Asphalt Concrete Pavement (Marshall 3/4" Mix High Traffic), < 500 TONS	1	TON	\$ 123.75
469-91         Asphalt Concrete Pavement (Supergove 12° Mol., > 500 TONS         1         TON         \$8,712           469-11         Asphalt Concrete Pavement (Supergove 12° Mol., > 500 TONS         1         TON         \$8,914           469-11         Asphalt Concrete Pavement (Supergove 34° Mol., > 500 TONS         1         TON         \$8,164           469-12         Asphalt Fulber Concrete Pavement, 500 TONS         1         TON         \$8,164           469-13         Asphalt-Rubber Concrete Pavement, 500 TONS         1         TON         \$18,565           469-14         Asphalt-Rubber Concrete Pavement, 500 TONS         1         TON         \$18,506           469-15         Bishminous Tock Coat (CSS-1H, Diluted)         1         TON         \$6,661           469-16         Baccheric Concrete Patching (Remove And Replace)         1         TON         \$7,606           469-17         Bishminous Tock Coat (CSS-1H, Diluted)         1         TON         \$1,000           469-18         Bishminous Tock Coat (CSS-1H, Diluted)         1         TON         \$1,000           469-19         Shoulder Build-Up Malaria         1         TON         \$2,000           469-19         Shoulder Build-Up Malaria         1         TON         \$2,000           47-19					
### #   Asphalt Concrete Parwment (Superpare 12" Mix), - 500 TONS					
### 11 Asphalt Concrete Pavement (Superpave 34" Mol., > 500 TONS					
#61-12         Asphalt Concrete Pawement (Superpave 344* Mix) > 500 TONS         1         TON         \$         8,981-6         8,91-8         1         TON         \$         1,895-8         1         TON         \$         1,895-8         1         TON         \$         1,895-8         1         TON         \$         1,805-8         1         TON         \$         1,805-8         1         TON         \$         1,805-8         1         TON         \$         2,605-0         1         TON         \$         2,605-0         1         TON         \$         2,600-0         1         TON         \$         2,600-0         6-18         8,601-0         8,602-0         8,60					
#6-13 Asphalt-Rubber Concrete Pawement, x 500 TONS         1         TON \$ 1225.00           #6-15 Bill Billuminous Tack Coal (CSS-1H, Diluted)         1         TON \$ 2525.00           #6-16 Asphaltic Concrete Patching (Remove And Replace)         1         TON \$ 275.00           #6-17 Asphaltic Concrete Patching (Remove And Replace)         1         TON \$ 275.00           #6-18 Ton Asphaltic Concrete Patching (Pothole Patching)         1         TON \$ 275.00           #6-18 Ton Asphaltic Concrete Patching (Pothole Patching)         1         TON \$ \$ 250.00           #6-19 Shoulder Build-Up Material         1         TON \$ \$ 250.00           #6-20 Saw Cut Asphaltic Concrete Pavement (Per Inch Foot)         1         L F \$ 0.35           #6-21 Asphalt Profiling (Mero Milling 1 to 2,000 SY)         1         SY \$ 1.99           #6-22 Asphalt Profiling (Mero Milling 1 to 2,000 SY)         1         SY \$ 8.42           #6-23 Asphalt Profiling (Mero Milling 2,001 to 16,000)         1         SY \$ 2.20           #6-25 Asphalt Profiling (Mero Milling 2,001 to 16,000)         1         SY \$ 2.20           #6-25 Asphalt Profiling (Mero Milling 2,001 to 4,000)         1         SY \$ 2.20           #6-25 Asphalt Profiling (Mero Milling 2,001 to 4,000)         1         SY \$ 2.20           #6-25 Asphalt Profiling (Mero Milling 2,001 to 4,000)         1         SY \$ 2.20					
### 15 Bittminus Tark Coert (SS-1H, Diluter) ### 17 Asphatic Concrete Patching (Remove And Replace) ### 17 Asphatic Concrete Patching (Patche Patching) ### 18 Recondition Shoulder ### 15 Bittminus Tark Coert (SS-1H, Diluter) ### 15 Bittminus Tark					
## 15 Bituminous Tack Coart (CSS-HL Distret) ## 15 Asphaltic Concrete Patching (Pemove And Replace) ## 15 Asphaltic Concrete Patching (Pemove And Replace) ## 17 TON \$ 1,750,000 ## 17 TON \$ 1,750,000 ## 18 Paccondition Shoulder ## 1 Sy \$ 2,000 ## 19 Bituminous Shoulder Patching (Pothole Patching) ## 1 Sy \$ 2,000 ## 19 Bituminous Shoulder Patching (Pothole Patching) ## 1 Sy \$ 2,000 ## 19 Bituminous Shoulder Patching (Pothole Patching) ## 1 Sy \$ 2,000 ## 19 Bituminous Shoulder Patching (Pemove And Patching) ## 1 Sy \$ 2,000 ## 10 Sy Shoulder Build-Up Material ## 25 20 Shave Underson Shoulder (Pemore Patching) ## 1 Sy \$ 1,000 ## 25 24 Asphalte Concrete Pavement (Per Inch Foot) ## 1 Sy \$ 1,000 ## 25 24 Asphalte Profiling (Micro Milling 10 2,000 to 16 0,000) ## 1 Sy \$ 2,000 ## 25 24 Asphalte Profiling (Micro Milling 4,001 to 16,000) ## 25 24 Asphalte Profiling (Micro Milling 4,001 to 16,000) ## 25 26 Asphalter Profiling (Micro Milling 4,001 to 16,000) ## 25 26 Asphalter Profiling (Micro Milling 4,001 to 16,000) ## 25 26 Asphalter Profiling (Micro Milling 4,001 to 16,000) ## 27 28 Profiling (Micro Milling 4,001 to 16,000) ## 27 28 Profiling (Micro Milling 4,001 to 16,000) ## 27 28 Profiling (Micro Milling 4,001 to 16,000) ## 27 28 Profiling (Micro Milling 4,001 to 16,000) ## 27 28 Profiling (Micro Milling 4,001 to 16,000) ## 27 28 Profiling (Micro Milling 4,001 to 16,000) ## 27 28 Profiling (Micro Milling 4,001 to 16,000) ## 27 28 Profiling (Micro Milling 4,001 to 16,000) ## 28 2 24 24 24 24 24 24 24 24 24 24 24 24 2	#6-13	Asphalt-Rubber Concrete Pavement, < 500 TONS	1	TON	\$ 158.50
## 15 Bituminous Tack Coart (CSS-HL Distret) ## 15 Asphaltic Concrete Patching (Pemove And Replace) ## 15 Asphaltic Concrete Patching (Pemove And Replace) ## 17 TON \$ 1,750,000 ## 17 TON \$ 1,750,000 ## 18 Paccondition Shoulder ## 1 Sy \$ 2,000 ## 19 Bituminous Shoulder Patching (Pothole Patching) ## 1 Sy \$ 2,000 ## 19 Bituminous Shoulder Patching (Pothole Patching) ## 1 Sy \$ 2,000 ## 19 Bituminous Shoulder Patching (Pothole Patching) ## 1 Sy \$ 2,000 ## 19 Bituminous Shoulder Patching (Pemove And Patching) ## 1 Sy \$ 2,000 ## 10 Sy Shoulder Build-Up Material ## 25 20 Shave Underson Shoulder (Pemore Patching) ## 1 Sy \$ 1,000 ## 25 24 Asphalte Concrete Pavement (Per Inch Foot) ## 1 Sy \$ 1,000 ## 25 24 Asphalte Profiling (Micro Milling 10 2,000 to 16 0,000) ## 1 Sy \$ 2,000 ## 25 24 Asphalte Profiling (Micro Milling 4,001 to 16,000) ## 25 24 Asphalte Profiling (Micro Milling 4,001 to 16,000) ## 25 26 Asphalter Profiling (Micro Milling 4,001 to 16,000) ## 25 26 Asphalter Profiling (Micro Milling 4,001 to 16,000) ## 25 26 Asphalter Profiling (Micro Milling 4,001 to 16,000) ## 27 28 Profiling (Micro Milling 4,001 to 16,000) ## 27 28 Profiling (Micro Milling 4,001 to 16,000) ## 27 28 Profiling (Micro Milling 4,001 to 16,000) ## 27 28 Profiling (Micro Milling 4,001 to 16,000) ## 27 28 Profiling (Micro Milling 4,001 to 16,000) ## 27 28 Profiling (Micro Milling 4,001 to 16,000) ## 27 28 Profiling (Micro Milling 4,001 to 16,000) ## 27 28 Profiling (Micro Milling 4,001 to 16,000) ## 28 2 24 24 24 24 24 24 24 24 24 24 24 24 2	#6-14	Asphalt-Rubber Concrete Pavement, > 500 TONS	1	TON	\$ 122.50
### ### ### ### ### ### ### ### ### ##					
## 170   \$1,400.00   \$1,400.00   \$1,400.00   \$1,400.00   \$1,400.00   \$1,500.					
##5-19 Shoulder Shoulder Shoulder Shoulder ##5-19 Shoulder Shoulder Shoulder Shoulder Shoulder Shoulder ##5-19 Shoulder Shoulde					
### ### ### ### ### ### ### ### ### ##				_	
## ## ## ## ## ## ## ## ## ## ## ## ##			1	SY	\$ 2.00
### ### ### ### ### ### ### ### ### ##	#6-19	Shoulder Build-Up Material	1	TON	\$ 28.00
### ### ### ### ### ### ### ### ### ##	#6-20	Saw Cut Asphaltic Concrete Pavement (Per Inch Foot)	1	LF	\$ 0.35
### ### ### ### ### ### ### ### ### ##					
### ### ### ### ### ### ### ### ### ##					
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#8-25 Asphalt Profiling (Micro Milling 16,001 to 32,000)         1         SY         \$ 2.20           #2-62 Asphalt Profiling (Micro Milling 32,001 to 64,000)         1         LSY         \$ 2.20           #7-1         Remove Thermoplastic Stripe         1         LF         \$ 0.63           #7-2         Remove Thermoplastic Stripe         1         LF         \$ 0.63           #7-3         Remove Rate Pavement Marker         1         EA         \$ 79.00           #7-3         Remove Rate Pavement Marker         1         LF         \$ 0.61           #7-5         15 ML (4') White Traffic Paint Stripe         1         LF         \$ 0.16           #7-5         15 ML (4') Yellow Traffic Paint Stripe         1         LF         \$ 0.16           #7-6         15 ML (4') Yellow Traffic Paint Stripe         1         LF         \$ 0.16           #7-7         Paint Symbol (RR Crossing)         1         EA         \$ 19.00           #7-7         Paint Symbol (RR Crossing)         1         EA         \$ 19.00           #7-7         Paint Symbol (RR Crossing)         1         EA         \$ 19.00           #7-7         Paint Symbol (RR Crossing)         1         LF         \$ 0.36           #7-10         50 ML (4') White					
##2-26 Asphath Profiling (Micro Milling 32,001 to 64,000) ##7-18 Remove Thermoplastic Stripe ##7-18 Remove Thermoplastic Stripe ##7-18 Remove Thermoplastic Symbol Of Legend ##7-18 Remove Thermoplastic Symbol Of Legend ##7-19 Remove Raised Pavement Marker ##7-3 Remove Raised Pavement Marker ##7-3 It EA \$ 79.00 ##7-7 It SMIL (4') White Traffic Paint Stripe ##7-6 Paint Symbol Arrow ##7-7 Paint Symbol Arrow ##7-7 Paint Symbol Arrow ##7-7 Paint Symbol (RR Crossing) ##7-9 Paint Legend 'Only' ##7-10 Boll L(4') White Thermoplastic Traffic Stripe ##7-10 Boll L(4') White Thermoplastic Traffic Stripe ##7-11 EA \$ 79.00 ##7-10 Boll L(4') White Thermoplastic Traffic Stripe ##7-11 EA \$ 79.00 ##7-10 Boll L(4') White Thermoplastic Traffic Stripe ##7-12 Transverse Thermoplastic # Equivalent ##7-14 It LF \$ 0.38 ##7-14 It Transverse Thermoplastic Pavement Arrow 90 Mil. ##7-14 Transverse Thermoplastic Pavement Arrow 90 Mil. ##7-15 Thermoplastic Bymbol, RR Crossing 90 Mil. ##7-15 Thermoplastic Bymbol, RR Crossing 90 Mil. ##7-16 EA \$ 307.00 ##7-17 ZS MIL (4') White Dual Component Pavement Marking (Epoxy) ##7-17 ZS MIL (4') White Dual Component Pavement Marking (Epoxy) ##7-17 ZS MIL (4') White Dual Component Pavement Marking (Epoxy) ##7-19 Dual Component Pavement Marking (Epoxy) ##7-29 Pre-Formed Taps Striping (SM 270 Series) ##7-29			1		\$ 2.89
#7-1 Remove Thermoplastic Stripe #7-2 Remove Thermoplastic Symbol Or Legend #7-3 Remove Raised Pavement Marker	#6-25	Asphalt Profiling (Micro Milling 16,001 to 32,000)	1	SY	\$ 2.20
#7-1 Remove Thermoplastic Stripe #7-2 Remove Thermoplastic Symbol Or Legend #7-3 Remove Raised Pavement Marker			1	SY	\$ 2.02
#7-23 Remove Thermoplastic Symbol Or Legend					
#7-3 Remove Raised Pavement Marker  #7-4 IS MIL (4") White Traffic Paint Stripe  #7-5 IS MIL (4") White Traffic Paint Stripe  #7-6 Paint Symbol (RC Crossing)  #7-7 Paint Symbol (RC Crossing)  #7-8 Paint Symbol (RC Crossing)  #7-9 Paint Symbol (RC Crossing)  #7-10 60 MIL (4") White Thermoplastic Traffic Stripe  #7-10 60 MIL (4") White Thermoplastic Traffic Stripe  #7-11 Is A S 79.00  #7-10 60 MIL (4") White Thermoplastic Traffic Stripe  #7-11 Is A S 79.00  #7-11 Is A S 79.00  #7-12 Transverse Thermoplastic 4" Equivalent  #7-13 Thermoplastic Pavement Arrow 90 MIL  #7-14 Thermoplastic Pavement Arrow 90 MIL  #7-15 Thermoplastic Symbol, RR Crossing 90 MIL  #7-16 S MIL (4") White Dual Component Pavement Marking (Epoxy)  #7-17 S MIL (4") Yellow Dual Component Pavement Marking (Epoxy)  #7-19 Tes-Formed Tape Striping (3M 270 Series)  #7-22 Pre-Formed Tape Striping (3M 270 Series)  #7-23 Fre-Formed Siased Pavement Marker (Type D, Vellow 2-Way)  #7-24 Reflectorized Raised Pavement Marker (Type D, Vellow 2-Way)  #7-25 Reflectorized Raised Pavement Marker (Type D, Vellow 2-Way)  #7-26 Reflectorized Raised Pavement Marker (Type D, Vellow 2-Way)  #7-27 Reflectorized Raised Pavement Marker (Type D, Clear, 1 Way)  #7-28 Adjust Valve Box & Cover To Grade, MAG Det. 270  #8-3 Adjust Valve Box & Cover To Grade, MAG Det. 291  #7-10 Mile Pavement Marker (Type D, Vellow 2-Way)  #7-27 Reflectorized Raised Pavement Marker (Type D, Vellow 2-Way)  #7-28 Mile Control (Not Items No. 1-S)  #7-29 Uniformed Oit-Duty Pinal County Sheriff Deputy & Official Vehicle  #7-10 Uniformed Oit-Duty Pinal County Sheriff Deputy & Official Vehicle  #7-10 Uniformed Oit-Duty Pinal County Sheriff Deputy & Official Vehicle  #7-10 Uni					
#7-4 15 MIL (4") White Traffic Paint Stripe #7-5 15 MIL (4") Yellow Traffic Paint Stripe #7-6 Paint Symbol (RR Crossing) #7-7 Paint Symbol (RR Crossing) #7-8 Paint Symbol (RR Crossing) #7-9 Paint Symbol (Bac Lane Marking Set) #7-9 Paint Legend 'Only' #7-9 Paint Legend 'Only' #7-10 60 MIL (4") White Thermoplastic Traffic Stripe #7-10 60 MIL (4") Yellow Thermoplastic Traffic Stripe #7-11 60 MIL (4") Yellow Thermoplastic Traffic Stripe #7-12 Transverse Thermoplastic Traffic Stripe #7-13 Transverse Thermoplastic Traffic Stripe #7-14 1					
#7-6 Paint Symbol Arrow #7-8 Paint Symbol (RC Crossing) #7-8 Paint Symbol (RR Crossing) #7-9 Paint Symbol (RR Crossing) #7-10 (60 MIL (41) White Thermoplastic Traffic Stripe #7-11 (10 MIL (41) Yellow Thermoplastic Traffic Stripe #7-12 Transverse Thermoplastic Traffic Stripe #7-13 Thermoplastic Pavement Arrow 90 MIL #7-14 Thermoplastic Pavement Arrow 90 MIL #7-15 (10 MIL (41) White Dual Component Pavement Marking (Epoxy) #7-16 (25 MIL (41) White Dual Component Pavement Marking (Epoxy) #7-17 (25 MIL (41) White Dual Component Pavement Marking (Epoxy) #7-18 Transverse Dual Component Pavement Marking (Epoxy) #7-19 Dual Component Pavement Marking (Epoxy) #7-19 Dual Component Pavement Marking (Epoxy) #7-20 Dual Component Pavement Marking (Epoxy) #7-21 Termod Transverse Dual Component Pavement Marking (Epoxy) #7-22 Pre-Formed Tape Striping (3M 270 Series) #7-23 Pre-Formed Tape Striping (3M 270 Series) #7-24 Reflectorized Raised Pavement Marker (Type D, Yellow 2-Way) #7-25 Reflectorized Raised Pavement Marker (Type D, Yellow 2-Way) #7-26 Reflectorized Raised Pavement Marker (Type D, Yellow 2-Way) #7-27 Reflectorized Raised Pavement Marker (Type D, Yellow 1-Way) #7-28 Reflectorized Raised Pavement Marker (Type D, Yellow 1-Way) #7-29 Lead (All Control (All Co					
#7-6         Paint Symbol (RR Crossing)         1         EA         \$ 79.00           #7-7         Paint Symbol (RR Crossing)         1         EA         \$ 150.00           #7-8         Paint Symbol (Bike Lane Marking Set)         1         EA         \$ 103.00           #7-9         Paint Legend ("Only"         1         EA         \$ 79.00           #7-10         Bo MIL (4") White Thermoplastic Traffic Stripe         1         LF         \$ 0.38           #7-11         Bo MIL (4") White Thermoplastic Traffic Stripe         1         LF         \$ 0.38           #7-11         Bo MIL (4") White Thermoplastic Traffic Stripe         1         LF         \$ 0.38           #7-11         Bo MIL (4") White Thermoplastic Parement Arrow 90 MIL         1         LF         \$ 0.58           #7-13         Thermoplastic Eagend 'Only '90 MIL         1         EA         \$ 158.00           #7-15         Thermoplastic Legend 'Only '90 MIL         1         EA         \$ 189.00           #7-16         25 MIL (4") White Dual Component Pavement Marking (Epoxy)         1         LF         \$ 0.41           #7-17         25 MIL (4") Yellow Dual Component Pavement Marking (Epoxy)         1         LF         \$ 0.47           #7-18         Tassverse Dual Component Pavement Ma					
#77-7         Paint Symbol (RR Crossing)         1         EA         \$ 150,00           #7-8         Paint Symbol (Bike Lane Marking Set)         1         EA         \$ 103,00           #7-9         Paint Legend "Only"         1         EA         \$ 79,00           #7-10         60 MIL (4") White Thermoplastic Traffic Stripe         1         LF         \$ 0.38           #7-12         Transverse Thermoplastic Stripe         1         LF         \$ 0.38           #7-12         Transverse Thermoplastic Arrow 90 MIL         1         LF         \$ 0.65           #7-13         Thermoplastic Pavement Arrow 90 MIL         1         EA         \$ 150,00           #7-14         Thermoplastic Pavement Arrow 90 MIL         1         EA         \$ 150,00           #7-14         Thermoplastic Symbol, RR Crossing 90 MIL         1         EA         \$ 180,00           #7-14         Thermoplastic Legend 'Cnily' 90 MIL         1         EA         \$ 180,00           #7-16         SML (4") Yylellow Dual Component Pavement Marking (Epoxy)         1         LF         \$ 0.41           #7-17         25 MIL (4") Yellow Dual Component Pavement Marking (Epoxy)         1         LF         \$ 0.41           #7-19         Dual Component Pavement Marking (Epoxy)         1			1	LF	\$ 0.16
#7-8	#7-6	Paint Symbol Arrow	1	EA	\$ 79.00
#7-9 Paint Lymbol (Bike Lane Marking Set)  #7-9 Paint Legend *Only*  #7-10 60 MIL (4*) White Thermoplastic Traffic Stripe  #7-11 60 MIL (4*) White Thermoplastic Traffic Stripe  #7-12 Transverse Thermoplastic Traffic Stripe  #7-13 Thermoplastic Pavement Arrow 90 MIL  #7-14 Thermoplastic Symbol, RR Crossing 90 MIL  #7-15 Thermoplastic Symbol, RR Crossing 90 MIL  #7-16 Thermoplastic Symbol, RR Crossing 90 MIL  #7-17 Thermoplastic Symbol, RR Crossing 90 MIL  #7-18 Transverse Thermoplastic Gymbol, RR Crossing 90 MIL  #7-17 15 Thermoplastic Legend *Only* 90 MIL  #7-18 Transverse Unal Component Pavement Marking (Epoxy)  #7-19 15 Thermoplastic Legend *Only* 90 MIL  #7-17 17 25 MIL (4*) Yellow Dual Component Pavement Marking (Epoxy)  #7-18 Transverse Dual Component Pavement Marking (Epoxy)  #7-19 Dual Component Pavement Marking (Epoxy)  #7-20 Dual Component Pavement Marking (Epoxy)  #7-21 Pre-Formed Tape Striping (3M 270 Series)  #7-22 Pre-Formed Tape Striping (3M 270 Series)  #7-23 Pre-Formed Lagend (3M 270 Series)  #7-24 Reflectorized Raised Pavement Marker (Type D, Yellow 2-Way)  #7-25 Reflectorized Raised Pavement Marker (Type D, C, Clear, 1 Way)  #7-26 Reflectorized Raised Pavement Marker (Type D, C, Clear, 1 Way)  #7-27 Reflectorized Raised Pavement Marker (Type 11-A, Blue 2-Way)  #7-28 Reflectorized Raised Pavement Marker (Type 911-A, Blue 2-Way)  #7-29 Chip Seal Marker, ADOT Std M-20  #7-20 Lip Seal Marker, ADOT Std M-20  #7-21 Pre-Formed Say Round Frame & Cover To Grade, MAG Det. 291-1-A  #7-29 Adjust Valve Box & Cover To Grade, MAG Det. 291-1-A  #7-20 Message Board (Per Unit Per Day)  #7-21 Message Board (Per Unit Per Day)  #7-22 Message Board (Per Unit Per Day)  #7-23 Message Board (Per Unit Per Day)  #7-24 Message Board (Per Unit Per Day)  #7-25 Microscopic (Hours Vary By Job)  #7-26 Message Board (Per Unit Per Day)  #7-27 Message Board (Per Unit Per Day)  #7-28 Message Board (Per Unit Per Day)  #7-29 Message Board (Per Unit Per Day)  #7-20 Message Board (Per Unit Per Day)  #7-20 Message Board (Per Unit Per	#7-7	Paint Symbol (RR Crossing)	1	EA	\$ 150.00
#7-9 Paint Legend "Only" #7-10 60 MIL (4") White Thermoplastic Traffic Stripe  1 LF \$ 0.38 #7-12 Transverse Thermoplastic Traffic Stripe  1 LF \$ 0.38 #7-12 Transverse Thermoplastic Traffic Stripe  1 LF \$ 0.38 #7-12 Transverse Thermoplastic A" Equivalent  1 LF \$ 0.38 #7-13 Thermoplastic Pavement Arrow 90 MIL  1 EA \$ 158.00 #7-13 Thermoplastic Pavement Arrow 90 MIL  1 EA \$ 158.00 #7-15 Thermoplastic Symbol, RR Crossing 90 MIL  1 EA \$ 189.00 #7-15 Thermoplastic Legend "Only" 90 MIL  1 EA \$ 189.00 #7-17 Thermoplastic Legend "Only" 90 MIL  1 LF \$ 0.41 #7-18 Transverse Dual Component Pavement Marking (Epoxy)  1 LF \$ 0.41 #7-17 Z5 MIL (4") White Dual Component Pavement Marking (Epoxy)  1 LF \$ 0.41 #7-18 Transverse Dual Component Pavement Marking (Epoxy)  1 LF \$ 0.41 #7-19 Dual Component Pavement Marking (Epoxy)  1 EA \$ 354.00 #7-20 Dual Component Pavement Marking (Epoxy)  1 EA \$ 354.00 #7-21 Pre-Formed Tape Striping (3M 270 Series) 4" Equivalent  1 LF \$ 2.75 #7-22 Pre-Formed Symbol (3M 270 Series) 4" Equivalent  1 LF \$ 2.75 #7-22 Pre-Formed Legend (3M 270 Series)  1 EA \$ 357.00 #7-23 Pre-Formed Legend (3M 270 Series)  1 EA \$ 3.95 #7-27 Reflectorized Raised Pavement Marker (Type D, Yellow 2-Way)  1 EA \$ 3.95 #7-27 Reflectorized Raised Pavement Marker (Type G, Clear, 1 Way)  1 EA \$ 3.95 #7-27 Reflectorized Raised Pavement Marker (Type G, Clear, 1 Way)  1 EA \$ 3.95 #7-27 Reflectorized Raised Pavement Marker (Type G, Clear, 1 Way)  1 EA \$ 3.95 #7-28 Reflectorized Raised Pavement Marker (Type G, Clear, 1 Way)  1 EA \$ 3.95 #7-27 Reflectorized Raised Pavement Marker (Type G, Clear, 1 Way)  1 EA \$ 3.95 #7-28 Reflectorized Raised Pavement Marker (Type G, Clear, 1 Way)  1 EA \$ 3.95 #7-27 Reflectorized Raised Pavement Marker (Type G, Clear, 1 Way)  1 EA \$ 3.95 #7-28 Chips Seal Marker, ADOT Std M-20  1 EA \$ 3.95 #8-2 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-1-B  1 EA \$ 665.00 #8-3 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-1-B  1 EA \$ 3.95 #9-3 Uniformed Off-Duty Pinal County Sheriff Deputy & Official Vehicle  1 H			1	FA	\$ 103.00
#7-10 60 MIL (4") White Thermoplastic Traffic Stripe					
#7-11 60 MIL (4") Yellow Thermoplastic Traffic Stripe #7-12 Transverse Thermoplastic 4" Equivalent #7-13 Transverse Thermoplastic 4" Equivalent #7-14 Thermoplastic Payement Arrow 90 MIL #7-15 Thermoplastic Symbol, RR Crossing 90 MIL #7-16 Thermoplastic Legend "Only" 90 MIL #7-17 Thermoplastic Legend "Only" 90 MIL #7-18 Thermoplastic Legend "Only" 90 MIL #7-19 SMIL (4") White Dual Component Pavement Marking (Epoxy) #7-18 Transverse Dual Component Pavement Marking (Epoxy) #7-19 Dual Component Pavement Marking (Epoxy) #7-19 Dual Component Pavement Marking (Epoxy) #7-10 Dual Component Pavement Marking (Epoxy) #7-10 Dual Component Pavement Marking (Epoxy) #7-11 EA \$ 354.00 #7-20 Dual Component Pavement Marking (Epoxy) #7-21 Dual Component Pavement Marking Symbol (Epoxy) #7-22 Pre-Formed Tape Striping (3M 270 Series) 4" Equivalent #7-23 Pre-Formed Legend (3M 270 Series) 4" Equivalent #7-24 Reflectorized Raised Pavement Marker (Type D, Yellow 2-Way) #7-25 Reflectorized Raised Pavement Marker (Type B, Vellow 2-Way) #7-26 Reflectorized Raised Pavement Marker (Type B, Vellow 1-Way) #7-27 Reflectorized Raised Pavement Marker (Type B, Vellow 1-Way) #7-28 Reflectorized Raised Pavement Marker (Type B, Vellow 1-Way) #7-29 Reflectorized Raised Pavement Marker (Type B, Vellow 1-Way) #7-20 May the Marker (Type M, Vellow 1-Way) #7-21 Dual Component Pavement Marker (Type B, Vellow 1-Way) #7-22 Reflectorized Raised Pavement Marker (Type B, Vellow 1-Way) #7-25 Reflectorized Raised Pavement Marker (Type B, Vellow 1-Way) #7-26 Reflectorized Raised Pavement Marker (Type B, 1-Blow 2-Way) #7-27 Reflectorized Raised Pavement Marker (Type B, 1-Blow 1-Way) #7-28 Chip Seal Marker, ADOT Std M-20 #7-29 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-B #7-29 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-B #7-20 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-B #7-21 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-B #7-20 Message Board (Per Unit Per Day) #7-21 Message Board (Per Unit Per Day) #7-22 Message Board (Per Unit Per Day) #7-2					
#7-12 Transverse Thermoplastic 4" Equivalent #7-13 Thermoplastic Pavement Arrow 90 MIL #7-14 Thermoplastic Pavement Arrow 90 MIL #7-15 Thermoplastic Symbol, RR Crossing 90 MIL #7-16 Z5 MIL (4") White Dual Component Pavement Marking (Epoxy) #7-17 Intermoplastic Legend "Only" 90 MIL #7-18 Z5 MIL (4") Yellow Dual Component Pavement Marking (Epoxy) #7-19 Dual Component Pavement Marking (Epoxy) #7-19 Dual Component Pavement Marking (Epoxy) #7-19 Dual Component Pavement Marking (Epoxy) #7-20 Dual Component Pavement Marking (Epoxy) #7-21 Pre-Formed Tape Striping (3M 270 Series) #7-22 Pre-Formed Symbol (3M 270 Series) #7-23 Pre-Formed Symbol (3M 270 Series) #7-24 Reflectorized Raised Pavement Marker (Type D, Yellow 2-Way) #7-25 Reflectorized Raised Pavement Marker (Type D, Yellow 2-Way) #7-26 Reflectorized Raised Pavement Marker (Type D, Yellow 2-Way) #7-27 Reflectorized Raised Pavement Marker (Type D, Yellow 2-Way) #7-28 Reflectorized Raised Pavement Marker (Type D, Yellow 2-Way) #7-29 Reflectorized Raised Pavement Marker (Type D, Yellow 2-Way) #7-20 Reflectorized Raised Pavement Marker (Type D, Yellow 2-Way) #7-21 Reflectorized Raised Pavement Marker (Type D, Yellow 2-Way) #7-22 Reflectorized Raised Pavement Marker (Type D, Yellow 2-Way) #7-23 Reflectorized Raised Pavement Marker (Type D, Yellow 2-Way) #7-24 Reflectorized Raised Pavement Marker (Type D, Yellow 2-Way) #7-25 Reflectorized Raised Pavement Marker (Type D, Yellow 2-Way) #7-26 Reflectorized Raised Pavement Marker (Type D, Yellow 2-Way) #7-27 Reflectorized Raised Pavement Marker (Type D, Yellow 2-Way) #7-28 Chip Seal Marker, ADOT Std M-20 #7-29 Traffic Cortized Raised Pavement Marker (Type D, Yellow 2-Way) #7-29 Traffic Cortized Raised Pavement Marker (Type D, Yellow 2-Way) #7-20 Traffic Cortized Raised Pavement Marker (Type D, Yellow 2-Way) #7-21 FeA \$ 48.00. #8-3 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-A #8-4 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-B #7-20 Traffic Control (Not for Items No. 1-5) #7-21 Message Board (Per Unit Per Day) #					-
#7-13 Thermoplastic Pavement Arrow 90 MIL #7-14 Thermoplastic Symbol, RR Crossing 90 MIL #7-15 Thermoplastic Legend "Only" 90 MIL #7-16 Z5 MIL (4") White Dual Component Pavement Marking (Epoxy) #7-16 Z5 MIL (4") Yellow Dual Component Pavement Marking (Epoxy) #7-18 Transverse Dual Component Pavement Marking (Epoxy) #7-18 Transverse Dual Component Pavement Marking (Epoxy) #7-19 Dual Component Pavement Marking (Epoxy) #7-10 Dual Component Pavement Marking (Epoxy) #7-20 Dual Component Pavement Marking (Epoxy) #7-21 Dual Component Pavement Marking (Epoxy) #7-22 Pre-Formed Tape Striping (3M 270 Series) #7-22 Pre-Formed Tape Striping (3M 270 Series) #7-23 Pre-Formed Legend (3M 270 Series) #7-24 Reflectorized Raised Pavement Marker (Type D, Yellow 2-Way) #7-25 Reflectorized Raised Pavement Marker (Type D, Yellow 2-Way) #7-26 Reflectorized Raised Pavement Marker (Type H, Yellow 1-Way) #7-27 Reflectorized Raised Pavement Marker (Type H, Yellow 1-Way) #7-28 Reflectorized Raised Pavement Marker (Type H, Yellow 1-Way) #7-29 Reflectorized Raised Pavement Marker (Type 911-A, Blue 2-Way) #7-26 Reflectorized Raised Pavement Marker (Type 911-A, Blue 2-Way) #7-27 Reflectorized Raised Pavement Marker (Type 911-A, Blue 2-Way) #7-28 Chip Seal Marker, ADOT Std M-20 #7-29 To Fave School Seal Marker, ADOT Std M-20 #7-29 To Fave School Seal Marker, ADOT Std M-20 #7-20 To Fade, MAG Det. 391-1-A #7-21 Reflectorized Raised Pavement Marker (Type 911-A, Blue 2-Way) #7-28 Chip Seal Marker, ADOT Std M-20 #7-29 To Fade, MAG Det. 391-1-A #7-29 To Fade, MAG Det. 391-1-C #7-20 Message Board (Per Unit Per Day) #7-20					
#7-14 Thermoplastic Symbol, RR Crossing 90 MIL #7-15 Thermoplastic Legend "Only" 90 MIL #7-16 12 MIL (4") White Dual Component Pavement Marking (Epoxy)  1			1		
#7-14 Thermoplastic Symbol, RR Crossing 90 MIL #7-15 Thermoplastic Legend 'Only' 90 MIL #7-16 Zo MIL (4') White Dual Component Pavement Marking (Epoxy)  1			1	EA	\$ 158.00
#7-15 Thermoplastic Legend "Only" 90 Mil. #7-16 25 MIL (4") White Dual Component Pavement Marking (Epoxy) #7-17 25 MIL (4") White Dual Component Pavement Marking (Epoxy) #7-18 Transverse Dual Component Pavement Marking (Epoxy) #7-19 Dual Component Pavement Marking (Epoxy) 4" Equivalent #7-10 Dual Component Pavement Marking Symbol (Epoxy) #7-20 Dual Component Pavement Marking Legend (Epoxy) #7-21 Dual Component Pavement Marking Legend (Epoxy) #7-22 Dual Component Pavement Marking Legend (Epoxy) #7-22 Dual Component Pavement Marking Legend (Epoxy) #7-23 Dual Component Pavement Marking Legend (Epoxy) #7-24 Pre-Formed Tape Striping (3M 270 Series) 4" Equivalent #7-25 Pre-Formed Symbol (3M 270 Series) #7-22 Pre-Formed Legend (3M 270 Series) #7-23 Pre-Formed Legend (3M 270 Series) #7-24 Reflectorized Raised Pavement Marker (Type D, Yellow 2-Way) #7-25 Reflectorized Raised Pavement Marker (Type D, Yellow 2-Way) #7-26 Reflectorized Raised Pavement Marker (Type D, Yellow 1-Way) #7-27 Reflectorized Raised Pavement Marker (Type 911-A, Blue 2-Way) #7-28 Chip Seal Marker, ADOT Std M-20 #7-29 Chip Seal Marker, ADOT Std M-20 #8-1 Adjust Round Frame & Cover To Grade, MAG Det. 291-1-A #8-2 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-A #8-3 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-C #8-4 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-C #8-5 Adjust Walne Box & Cover To Grade, MAG Det. 391-1-C #8-6 Majust Valve Box & Cover To Grade, MAG Det. 391-1-C #8-7 Message Board (Per Unit Per Day) #9-1 Traffic Control (Not for Items No. 1-5) #9-2 Message Board (Per Unit Per Day) #9-3 Unitomed Off-Duty Pinal County Sheriff Deputy & Official Vehicle #9-3 Unitomed Off-Duty Pinal County Sheriff Deputy & Official Vehicle #9-4 Flagging Services (Hours Vary By Job)	#7-14	Thermoplastic Symbol, RR Crossing 90 MIL	1	EA	
#7-16 25 MIL (4") White Dual Component Pavement Marking (Epoxy)  1 LF \$ 0.41  #7-17 25 MIL (4") Yellow Dual Component Pavement Marking (Epoxy)  1 LF \$ 0.41  #7-18 Transverse Dual Component Pavement Marking (Epoxy)  1 EA \$ 354.00  #7-20 Dual Component Pavement Marking Symbol (Epoxy)  1 EA \$ 354.00  #7-21 Dual Component Pavement Marking Legend (Epoxy)  1 EA \$ 354.00  #7-22 Dual Component Pavement Marking Legend (Epoxy)  1 EA \$ 354.00  #7-23 Pre-Formed Tape Striping (3M 270 Series) 4" Equivalent  1 LF \$ 2.75  #7-23 Pre-Formed Symbol (3M 270 Series)  1 EA \$ 307.00  #7-24 Reflectorized Raised Pavement Marker (Type D, Yellow 2-Way)  1 EA \$ 3.95  #7-25 Reflectorized Raised Pavement Marker (Type D, Yellow 2-Way)  1 EA \$ 3.95  #7-26 Reflectorized Raised Pavement Marker (Type H, Yellow 1-Way)  1 EA \$ 3.95  #7-27 Reflectorized Raised Pavement Marker (Type H, Yellow 1-Way)  1 EA \$ 3.95  #7-28 Chip Seal Marker, ADOT Std M-20  #8-1 Adjust Round Frame & Cover To Grade, MAG Det. 270  #8-2 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-A  #8-3 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-B  1 CA \$ 641.00  #8-4 Adjust Valve Box & Cover To Grade, MAG Det. 422  1 EA \$ 641.00  #8-5 Adjust Manhole Frame & Cover To Grade, MAG Det. 422  1 DY \$ 75.00  #9-1 Traffic Control (Not for Items No. 1-5)  #9-2 Message Board (Per Unit Per Day)  1 DY \$ 75.00  #9-4 Flagging Services (Hours Vary By Job)					
#7-17   25 MIL (4") Yellow Dual Component Pavement Marking (Epoxy) 4" Equivalent					
#7-18 Transverse Dual Component Pavement Marking (Epoxy) 4" Equivalent 1 EA \$ 0.75   #7-19 Dual Component Pavement Marking Symbol (Epoxy) 1 EA \$ 354.00   #7-20 Dual Component Pavement Marking Legend (Epoxy) 1 EA \$ 354.00   #7-21 Pre-Formed Tape Striping (3M 270 Series) 4" Equivalent 1 LF \$ 2.75   #7-22 Pre-Formed Symbol (3M 270 Series) 4" Equivalent 1 EA \$ 275.00   #7-23 Pre-Formed Legend (3M 270 Series) 1 EA \$ 307.00   #7-24 Reflectorized Raised Pavement Marker (Type D, Yellow 2-Way) 1 EA \$ 3.95   #7-25 Reflectorized Raised Pavement Marker (Type H, Yellow 1-Way) 1 EA \$ 3.95   #7-26 Reflectorized Raised Pavement Marker (Type H, Yellow 1-Way) 1 EA \$ 3.95   #7-27 Reflectorized Raised Pavement Marker (Type H, Yellow 1-Way) 1 EA \$ 3.95   #7-28 Chip Seal Marker, ADOT Std M-20 1 EA \$ 2.15   #8-1 Adjust Round Frame & Cover To Grade, MAG Det. 270 1 EA \$ 665.00   #8-2 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-A 1 EA \$ 641.00   #8-3 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-B 1 EA \$ 641.00   #8-4 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-C 1 EA \$ 926.00   #8-5 Adjust Manhole Frame & Cover To Grade, MAG Det. 422   1 EA \$ 926.00   #8-9-1 Traffic Control (Not for Items No. 1-5) 1 LS \$ -   #9-1 Message Board (Per Unit Per Day) 1 HR \$ 45.00   #9-1 Uniformed Off-Duty Pinal County Sheriff Deputy & Official Vehicle 1 HR \$ 45.00   #9-4 Flagging Services (Hours Vary By Job)					
#7-19 Dual Component Pavement Marking Symbol (Epoxy)  #7-20 Dual Component Pavement Marking Legend (Epoxy)  #7-21 Pre-Formed Tape Striping (3M 270 Series) 4" Equivalent  #7-21 Pre-Formed Tape Striping (3M 270 Series) 4" Equivalent  #7-22 Pre-Formed Symbol (3M 270 Series)  #7-23 Pre-Formed Legend (3M 270 Series)  #7-24 Reflectorized Raised Pavement Marker (Type D, Yellow 2-Way)  #7-25 Reflectorized Raised Pavement Marker (Type D, Yellow 2-Way)  #7-26 Reflectorized Raised Pavement Marker (Type G, Clear, 1 Way)  #7-27 Reflectorized Raised Pavement Marker (Type H, Yellow 1-Way)  #7-28 Reflectorized Raised Pavement Marker (Type 911-A, Blue 2-Way)  #7-29 Chip Seal Marker, ADOT Std M-20  #8-1 Adjust Round Frame & Cover To Grade, MAG Det. 270  #8-2 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-A  #8-3 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-B  #8-4 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-C  #8-5 Adjust Manhole Frame & Cover To Grade, MAG Det. 422  #9-1 Traffic Control (Not for Items No. 1-5)  #9-2 Message Board (Per Unit Per Day)  #9-3 Uniformed Off-Duty Pinal County Sheriff Deputy & Official Vehicle  #9-4 Flagging Services (Hours Vary By Job)					
#7-20 Dual Component Pavement Marking Legend (Epoxy)  #7-21 Pre-Formed Tape Striping (3M 270 Series) 4" Equivalent  #7-22 Pre-Formed Symbol (3M 270 Series) 4" Equivalent  #7-23 Pre-Formed Symbol (3M 270 Series)  #7-24 Pre-Formed Legend (3M 270 Series)  #7-25 Pre-Formed Legend (3M 270 Series)  #7-26 Reflectorized Raised Pavement Marker (Type D, Yellow 2-Way)  #7-27 Reflectorized Raised Pavement Marker (Type G, Clear, 1 Way)  #7-28 Reflectorized Raised Pavement Marker (Type H, Yellow 1-Way)  #7-29 Reflectorized Raised Pavement Marker (Type 911-A, Blue 2-Way)  #7-27 Reflectorized Raised Pavement Marker (Type 911-A, Blue 2-Way)  #7-28 Chip Seal Marker, ADOT Std M-20  #8-1 Adjust Round Frame & Cover To Grade, MAG Det. 270  #8-2 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-A  #8-3 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-B  #8-4 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-C  #8-5 Adjust Manhole Frame & Cover To Grade, MAG Det. 422  #9-1 Traffic Control (Not for Items No. 1-5)  #9-2 Message Board (Per Unit Per Day)  #9-3 Uniformed Off-Duty Pinal County Sheriff Deputy & Official Vehicle  #9-4 Flagging Services (Hours Vary By Job)  1 HR \$ 35.00					
#7-21 Pre-Formed Tape Striping (3M 270 Series) 4" Equivalent					
#7-21 Pre-Formed Tape Striping (3M 270 Series) 4" Equivalent	#7-20	Dual Component Pavement Marking Legend (Epoxy)	1		\$ 354.00
#7-22 Pre-Formed Symbol (3M 270 Series)  #7-23 Pre-Formed Legend (3M 270 Series)  #7-24 Reflectorized Raised Pavement Marker (Type D, Yellow 2-Way)  #7-25 Reflectorized Raised Pavement Marker (Type B, Clear, 1 Way)  #7-26 Reflectorized Raised Pavement Marker (Type H, Yellow 1-Way)  #7-27 Reflectorized Raised Pavement Marker (Type H, Yellow 1-Way)  #7-28 Reflectorized Raised Pavement Marker (Type H, Yellow 1-Way)  #7-29 Reflectorized Raised Pavement Marker (Type 911-A, Blue 2-Way)  #7-29 Reflectorized Raised Pavement Marker (Type 911-A, Blue 2-Way)  #7-29 Reflectorized Raised Pavement Marker (Type 911-A, Blue 2-Way)  #7-29 Reflectorized Raised Pavement Marker (Type 911-A, Blue 2-Way)  #7-29 Reflectorized Raised Pavement Marker (Type 911-A, Blue 2-Way)  #7-20 Reflectorized Raised Pavement Marker (Type 911-A, Blue 2-Way)  #7-21 Reflectorized Raised Pavement Marker (Type 911-A, Blue 2-Way)  #7-22 Reflectorized Raised Pavement Marker (Type 911-A, Blue 2-Way)  #7-25 Reflectorized Raised Pavement Marker (Type H, Yellow 1-Way)  #7-26 Reflectorized Raised Pavement Marker (Type B, Tellow 1-Way)  #7-27 Reflectorized Raised Pavement Marker (Type D, Yellow 2-Way)  #7-28 Reflectorized Raised Pavement Marker (Type D, Yellow 2-Way)  #7-29 Reflectorized Raised Pavement Marker (Type D, Yellow 2-Way)  #8-1 Agiust Valve Box & Cover To Grade, MAG Det. 270  #8-2 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-B  #8-3 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-B  #8-4 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-B  #8-5 Adjust Manhole Frame & Cover To Grade, MAG Det. 422  #8-5 Adjust Manhole Frame & Cover To Grade, MAG Det. 422  #8-6 Adjust Manhole Frame & Cover To Grade, MAG Det. 422  #8-7 Tellow 2-Way  #8-8 Adjust Valve Box & Cover To Grade, MAG Det. 422  #8-9 Message Board (Per Unit Per Day)  #8-9 Message Board (Per Unit Per Day)  #8-9 Hesping Services (Hours Vary By Job)  #8-9 Hesping Services (Hours Vary By Job)			1	LF	
#7-23 Pre-Formed Legend (3M 270 Series)  #7-24 Reflectorized Raised Pavement Marker (Type D, Yellow 2-Way)  #7-25 Reflectorized Raised Pavement Marker (Type G, Clear, 1 Way)  #7-26 Reflectorized Raised Pavement Marker (Type H, Yellow 1-Way)  #7-27 Reflectorized Raised Pavement Marker (Type H, Yellow 1-Way)  #7-28 Chip Seal Marker, ADOT Std M-20  #8-2 Reflectorized Raised Pavement Marker (Type 911-A, Blue 2-Way)  #8-1 Adjust Round Frame & Cover To Grade, MAG Det. 270  #8-2 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-A  #8-3 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-B  #8-4 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-B  #8-5 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-C  #8-5 Adjust Manhole Frame & Cover To Grade, MAG Det. 422  #9-1 Traffic Control (Not for Items No. 1-5)  #9-2 Message Board (Per Unit Per Day)  #9-3 Uniformed Off-Duty Pinal County Sheriff Deputy & Official Vehicle  #9-4 Flagging Services (Hours Vary By Job)  1 EA \$ 307.00  1 EA \$ 3.95  1 EA \$ 307.00  1 EA \$ 3.95  1 EA \$ 3.95  1 EA \$ 641.00  1 EA \$ 641.00  1 EA \$ 926.00  1 EA \$ 92					
#7-24 Reflectorized Raised Pavement Marker (Type D, Yellow 2-Way)  #7-25 Reflectorized Raised Pavement Marker (Type G, Clear, 1 Way)  #7-26 Reflectorized Raised Pavement Marker (Type H, Yellow 1-Way)  #7-27 Reflectorized Raised Pavement Marker (Type 911-A, Blue 2-Way)  #7-28 Chip Seal Marker, ADOT Std M-20  #8-1 Adjust Round Frame & Cover To Grade, MAG Det. 270  #8-2 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-A  #8-3 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-C  #8-4 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-C  #8-5 Adjust Manhole Frame & Cover To Grade, MAG Det. 422  #9-1 Traffic Control (Not for Items No. 1-5)  #9-2 Message Board (Per Unit Per Day)  #9-3 Uniformed Off-Duty Pinal County Sheriff Deputy & Official Vehicle  #9-4 Flagging Services (Hours Vary By Job)					
#7-25 Reflectorized Raised Pavement Marker (Type G, Clear, 1 Way)  #7-26 Reflectorized Riased Pavement Marker (Type H, Yellow 1-Way)  #7-27 Reflectorized Raised Pavement Marker (Type 911-A, Blue 2-Way)  #7-28 Chip Seal Marker, ADOT Std M-20  #8-1 Adjust Round Frame & Cover To Grade, MAG Det. 270  #8-2 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-A  #8-3 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-B  #8-4 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-C  #8-5 Adjust Manhole Frame & Cover To Grade, MAG Det. 422  #8-5 Adjust Manhole Frame & Cover To Grade, MAG Det. 422  #8-6 Seal Marker, ADOT Std M-20  #8-7 Seal Marker, ADOT Std M-20  #8-8 Seal Marker, ADOT Std M-20  #8-9 Message Board (Per Unit Per Day)  #8-1 DY \$ 75.00  #8-2 Message Board (Per Unit Per Day)  #8-3 Uniformed Off-Duty Pinal County Sheriff Deputy & Official Vehicle  #8-4 Flagging Services (Hours Vary By Job)					
#7-26 Reflectorized Riased Pavement Marker (Type H, Yellow 1-Way)  #7-27 Reflectorized Raised Pavement Marker (Type 911-A, Blue 2-Way)  #7-28 Chip Seal Marker, ADOT Std M-20  #8-1 Adjust Round Frame & Cover To Grade, MAG Det. 270  #8-2 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-A  #8-3 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-B  #8-4 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-C  #8-5 Adjust Manhole Frame & Cover To Grade, MAG Det. 422  #8-5 Adjust Manhole Frame & Cover To Grade, MAG Det. 422  #8-6 Seal Marker, ADOT Std M-20  #8-7 Seal Marker, ADOT Std M-20  #8-8 Seal Marker, ADOT Std M-20  #8-9 Message Board (Per Unit Per Day)  #8-9 Message Board (Per Unit Per Day)  #8-9 Uniformed Off-Duty Pinal County Sheriff Deputy & Official Vehicle  #8-1 Seal Seal Seal Seal Seal Seal Seal Seal					
#7-27 Reflectorized Raised Pavement Marker (Type 911-A, Blue 2-Way)  #7-28 Chip Seal Marker, ADOT Std M-20  #8-1 Adjust Round Frame & Cover To Grade, MAG Det. 270  #8-2 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-A  #8-3 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-B  #8-4 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-C  #8-5 Adjust Manhole Frame & Cover To Grade, MAG Det. 422  #9-1 Traffic Control (Not for Items No. 1-5)  #9-2 Message Board (Per Unit Per Day)  #9-3 Uniformed Off-Duty Pinal County Sheriff Deputy & Official Vehicle  #9-4 Flagging Services (Hours Vary By Job)					
#7-28 Chip Seal Marker, ADOT Std M-20  #8-1 Adjust Round Frame & Cover To Grade, MAG Det. 270  #8-2 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-A  #8-3 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-B  #8-4 Adjust Valve Box & Cover To Grader, MAG Det. 391-1-C  #8-5 Adjust Manhole Frame & Cover To Grade, MAG Det. 422  #9-1 Traffic Control (Not for Items No. 1-5)  #9-2 Message Board (Per Unit Per Day)  #9-3 Uniformed Off-Duty Pinal County Sheriff Deputy & Official Vehicle  #9-4 Flagging Services (Hours Vary By Job)  1 EA \$ 2.15  #9-2 Les \$ 665.00  #9-1 Traffic Control (Not for Items No. 1-5)  #9-2 Message Board (Per Unit Per Day)  #9-3 Uniformed Off-Duty Pinal County Sheriff Deputy & Official Vehicle					
#8-1 Adjust Round Frame & Cover To Grade, MAG Det. 270  #8-2 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-A  #8-3 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-B  #8-4 Adjust Valve Box & Cover To Grader, MAG Det. 391-1-C  #8-5 Adjust Manhole Frame & Cover To Grade, MAG Det. 422  #8-6 \$ 641.00  #8-7 Adjust Manhole Frame & Cover To Grade, MAG Det. 422  #8-8 Adjust Manhole Frame & Cover To Grade, MAG Det. 422  #8-9 Adjust Manhole Frame & Cover To Grade, MAG Det. 422  #8-9 Adjust Manhole Frame & Cover To Grade, MAG Det. 422  #8-9 Adjust Manhole Frame & Cover To Grade, MAG Det. 422  #8-1 Traffic Control (Not for Items No. 1-5)  #8-2 Message Board (Per Unit Per Day)  #8-3 Uniformed Off-Duty Pinal County Sheriff Deputy & Official Vehicle  #8-4 Flagging Services (Hours Vary By Job)  #8-5 Adjust Round Frame & Cover To Grade, MAG Det. 391-1-B  #8-6 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-B  #8-7 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-B  #8-8 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-B  #8-9 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-B  #8-9 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-B  #8-9 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-B  #8-9 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-B  #8-9 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-B  #8-9 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-B  #8-9 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-B  #8-9 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-B  #8-9 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-B  #8-9 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-B  #8-9 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-B  #8-0 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-B  #8-1 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-B  #8-1 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-B  #8-1 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-B  #8-1 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-B  #8-1 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-B  #8-1 Adjust Valve Box & Cover T	#7- <u>2</u> 7	Reflectorized Raised Pavement Marker (Type 911-A, Blue 2-Way)	1	EA	\$ 3.95
#8-1 Adjust Round Frame & Cover To Grade, MAG Det. 270  #8-2 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-A  #8-3 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-B  #8-4 Adjust Valve Box & Cover To Grader, MAG Det. 391-1-C  #8-5 Adjust Manhole Frame & Cover To Grade, MAG Det. 422  #8-6 \$ 641.00  #8-7 Adjust Manhole Frame & Cover To Grade, MAG Det. 422  #8-8 Adjust Manhole Frame & Cover To Grade, MAG Det. 422  #8-9 Adjust Manhole Frame & Cover To Grade, MAG Det. 422  #8-9 Adjust Manhole Frame & Cover To Grade, MAG Det. 422  #8-9 Adjust Manhole Frame & Cover To Grade, MAG Det. 422  #8-9 Adjust Manhole Frame & Cover To Grade, MAG Det. 422  #8-9 Adjust Manhole Frame & Cover To Grade, MAG Det. 422  #8-1 Fragging Sourd (Per Unit Per Day)  #8-2 Message Board (Per Unit Per Day)  #8-3 Uniformed Off-Duty Pinal County Sheriff Deputy & Official Vehicle  #8-4 Flagging Services (Hours Vary By Job)  #8-5 Adjust Round Frame & Cover To Grade, MAG Det. 391-1-C  #8-6 Adjust Native Box & Cover To Grade, MAG Det. 391-1-B  #8-7 Adjust Native Box & Cover To Grade, MAG Det. 391-1-B  #8-8 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-B  #8-9 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-B  #8-9 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-B  #8-9 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-B  #8-9 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-B  #8-9 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-B  #8-9 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-B  #8-9 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-B  #8-0 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-B  #8-1 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-B  #8-1 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-B  #8-1 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-B  #8-1 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-B  #8-1 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-B  #8-1 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-B  #8-1 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-B  #8-1 Adjust Valve Box & Cover To Gr	#7-28	Chip Seal Marker, ADOT Std M-20	1	EA	\$ 2.15
#8-2 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-A  #8-3 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-B  #8-4 Adjust Valve Box & Cover To Grader, MAG Det. 391-1-C  #8-5 Adjust Manhole Frame & Cover To Grade, MAG Det. 422  #9-1 Traffic Control (Not for Items No. 1-5)  #9-2 Message Board (Per Unit Per Day)  #9-3 Uniformed Off-Duty Pinal County Sheriff Deputy & Official Vehicle  #9-4 Flagging Services (Hours Vary By Job)  1 EA \$ 641.00  # 9-2 \$ 641.00  # 9-2 Message Board (Per Unit Per Day)  # 9-3 Uniformed Off-Duty Pinal County Sheriff Deputy & Official Vehicle  # 9-4 Flagging Services (Hours Vary By Job)					
#8-3 Adjust Valve Box & Cover To Grade, MAG Det. 391-1-B  #8-4 Adjust Valve Box & Cover To Grader, MAG Det. 391-1-C  #8-5 Adjust Manhole Frame & Cover To Grade, MAG Det. 422  #9-1 Traffic Control (Not for Items No. 1-5)  #9-2 Message Board (Per Unit Per Day)  #9-3 Uniformed Off-Duty Pinal County Sheriff Deputy & Official Vehicle  #9-4 Flagging Services (Hours Vary By Job)  1 EA \$ 641.00  1 EA \$ 641.00  1 EA \$ 926.00  1 EA \$ 926.00  1 DY \$ 75.00  1 HR \$ 45.00					
#8-4 Adjust Valve Box & Cover To Grader, MAG Det. 391-1-C  #8-5 Adjust Manhole Frame & Cover To Grade, MAG Det. 422  #9-1 Traffic Control (Not for Items No. 1-5)  #9-2 Message Board (Per Unit Per Day)  #9-3 Uniformed Off-Duty Pinal County Sheriff Deputy & Official Vehicle  #9-4 Flagging Services (Hours Vary By Job)  1 EA \$ 641.00  1 EA \$ 926.00  1 LS \$ -  1 DY \$ 75.00  1 HR \$ 45.00					
#8-5 Adjust Manhole Frame & Cover To Grade, MAG Det. 422  #9-1 Traffic Control (Not for Items No. 1-5)  #9-2 Message Board (Per Unit Per Day)  #9-3 Uniformed Off-Duty Pinal County Sheriff Deputy & Official Vehicle  #9-4 Flagging Services (Hours Vary By Job)  1 EA \$ 926.00  \$ 926.00  \$ 926.00  \$ 1 LS \$ - 1					
#9-1       Traffic Control (Not for Items No. 1-5)       1       LS       -         #9-2       Message Board (Per Unit Per Day)       1       DY       \$ 75.00         #9-3       Uniformed Off-Duty Pinal County Sheriff Deputy & Official Vehicle       1       HR       \$ 45.00         #9-4       Flagging Services (Hours Vary By Job)       1       HR       \$ 35.00					
#9-2       Message Board (Per Unit Per Day)       1       DY       \$ 75.00         #9-3       Uniformed Off-Duty Pinal County Sheriff Deputy & Official Vehicle       1       HR       \$ 45.00         #9-4       Flagging Services (Hours Vary By Job)       1       HR       \$ 35.00					
#9-3 Uniformed Off-Duty Pinal County Sheriff Deputy & Official Vehicle  1 HR \$ 45.00  #9-4 Flagging Services (Hours Vary By Job)  1 HR \$ 35.00	#9-1	Traffic Control (Not for Items No. 1-5)	1	LS	\$ -
#9-3 Uniformed Off-Duty Pinal County Sheriff Deputy & Official Vehicle  1 HR \$ 45.00  #9-4 Flagging Services (Hours Vary By Job)  1 HR \$ 35.00	#9-2	Message Board (Per Unit Per Day)	1	DY	\$ 75.00
#9-4 Flagging Services (Hours Vary By Job) 1 HR \$ 35.00					
#9-5  Pilot Car And Driver (Hours Vary By Job)	#0 4				. ๒ . ๖๖.บบ

#9-6	Document Existing Pavement Markings	1	LS	\$ -
#9-7	Miscellaneous Removals And Other Work	1	LS	\$ -
#9-8	Paved Surface Cleaning	1	MILE	\$ 1,050.00
#9-9	Community Relations	1	LS	\$ -

# TOWN OF HORISON

# **Town of Florence Bid Tabulation Sheet**

			General Ledger Account Number:			012-581-217		
	Verbal (Only allowed \$5,000 or less)				Date Prepared:			8/2/2018
		ax / Email (Mandatory over \$5,0	65,000 bids attached)			Prepared By:	Susan Jonas	
	Formal Sea	Formal Sealed Bid : Title of Bid:			Open Date:			
							Close Date:	
Item	(s) (Include	quality, Brand, Model & Color)	: PMAR Chip	Seal Pavemen	t Preservation	on.	***************************************	
			Payment			1	l	I
		VENDORS	Terms (Discount)	Availability	Who Pays Shipping?	Unit Price	Extended Price	Comments
		Cactus Asphalt						Total amount to Council is
	Address:	8211 W Sherman Street			Tax:			\$364,018.24 (Proposal
		Tollison, AZ 85353			Freight:		\$ -	\$316,537.60 plus 15% contingency of
1		Jeff Smith					\$364,018.24	\$47,480.64) CIP T-69
•	Phone:	623-907-2800	Fax:					Pavement Preservation
	Email:			Date Notified	of Decision:			
	Quote #:	6/21/2018	REQ#:		PO #:			
	Received:	8/2/2018	Expires:					
	Name:							
	Address:				Tax:			
					Freight:			
2	Contact:							
2	Phone:	,	Fax:					
	Email:	-		Date Notified	of Decision:			
·	Quote #:		REQ#:		PO #:			
	Received:		Expires:		<u>-</u>			
	Name:		-					
	Address:	· · · · · · · · · · · · · · · · · · ·			Tax:	***************************************		
					Freight:			
	Contact:				-			
3	Phone:		Fax:					
	Email:			Date Notified	of Decision:			
l	Quote #:		REQ#:		PO #:			
l	Received:		Expires:					
Attach	additional pag	e(s), if necessary.						
Vend	lor Selected	d: Cactus Asphalt	Will	be preser	nted Inc	nimorila	n 8-70-	.18
Justi	fication (if	not lowest bid.): Using Coop	erative contra	ct with Marico	pa County C	ontract #18	0125-S.Total	amount to Council
is \$3	64,018.24 (I	Proposal \$316,537.60 plus 15	5% contingend	y of \$47,480.6	4) CIP T-69	Pavement P	reservation	
				<i>// /</i>		1		01/
Department Head Approval:			10/10			Date:	8/2/18	
Finance Director Approval:				-	rf	Date:	8-3-18	
Town Manager Approval:			76			0	Date:	8/4/18
								, , , -
	Exhibits		-					
A	ttached:							

If over \$24,999, must go to Town Council for approval.

# TOWN OF FLORENCE, ARIZONA CONTRACT FOR COOPERATIVE USE OF PINAL COUNTY SOLICITATION AND CONTRACT NO 173923 FOR ASPHALT MAINTENANCE & REPAIR SERVICES.

THIS CONTRACT (the "Contract") is made and entered into effective as of the 20th day of August, 2018 ("Effective Date"), by and between the Town of Florence, Arizona (the "Town"), and Cactus Transportation dba Cactus Asphalt (the "Contractor") and together with the Contract Documents referred to and incorporated herein, is the "resultant contract" contemplated in Pinal County Solicitation and Contract No. 173923, to provide asphalt maintenance and repair 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 provide polymer modified asphalt paving, per contract specifications described in the attached scope of materials and services set forth in Exhibit "A" (the "Goods" or "Services"). The Contractor shall provide the Goods in accordance with the schedule attached in Exhibit "A", and the Contract Documents, including all exhibits to the Master Contract including but not limited to any Instructions, Standard Terms and Conditions, Special Terms and Conditions, Specifications, Scope of Work, Submittals and Attachments. 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 Goods.
- 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 Pinal County Contract 173923 to provide JOC Asphalt Maintenance & Repair Services. Requirements Contract and Contract Amendment dated May 22, 2018) 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: "Pinal County", "Buyer" and "City" shall be deemed to be and refer to the Town of Florence Town Manager; and the terms: "Assignee", "Offeror", "Contractor", "Seller", "Supplier", and "Vendor" 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:
  - This signed Professional Services Contract
  - Exhibit A Scope of Work
  - Executed Pinal County Solicitation and Contract No. 173923
- 5. **CONTRACT PRICING**: Contract pricing shall be consistent with the Contract Documents and Contractor's Proposal and is listed in **Exhibit "A"** (Price Sheet), and shall not exceed \$364,018.24 (Quote \$316,537.60 and a 15% Contingency \$47,480.64).
- 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 is 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 "A". If payment is to be made monthly, Contractor shall prepare monthly invoices and progress reports which clearly indicate the progress to date and the amount of compensation due by virtue of that progress. All invoices shall be for Services completed or Goods accepted by the Town.
- 9. TERMINATION. Town, at any time and for any reason and without cause, may terminate, suspend or abandon any portion, or all, of this Contract at Town's convenience without penalty or recourse. Contractor shall receive payment for Services or Goods satisfactorily completed and accepted by Town, as determined by Town in its reasonable discretion, based on the Goods and/or Services requirements and schedule for payment.
- 10. **INDEPENDENT CONTRACTOR**. It is understood that Contractor shall be an independent contractor with respect to Services and/or Goods provided under this Contract, and shall not be deemed to be a partner, employee, joint venture, agent, or to have any other legal relationship with Town.
- 11. Notices. Any notice to be given under this Contract shall be in writing, shall be deemed to have been given when personally served or when mailed by certified or registered mail, addressed as follows: Town: Town of Florence, Town Clerk, 775 N. Main Street, PO Box 2670, Florence, AZ 85132; and Contractor: Cactus Asphalt, A Division of Cactus Transport, Inc, Bryan Glazer, 8211 W. Sherman Street, Tolleson, AZ 85353.
- 12. **INDEMNIFICATION**. To the fullest extent permitted by law, the Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the Town of Florence, its Mayor and Council members, its agents, officers, officials, representatives and employees, from and against all demands, claims proceedings, suits, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), and all claim adjustment and handling expenses, relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, Goods or Services of the Contractor, its agents, employees or any tier of Contractor's subcontractors related to the Goods or Services in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify Town of Florence, its Mayor and

Council members, its agents, officers, officials, representatives and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use of resulting therefrom, caused by Contractor's acts, errors, mistakes, omissions, Goods, Services in the performance of this Contract including any employee of the Contractor, any tier of Contractor's subcontractors or any other person for whose acts, errors, mistakes, omissions, Goods, Services the Contractor may be legally liable. In consideration of the award of this Contract, the Contractor agrees to waive all rights of subrogation against the Town, its officers, officials, agents and employees for losses arising from the Goods or Services provided by the Contractor for the Town.

- 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 (the "Policy") govern this procurement and are incorporated as part of this Contract by this reference. Contractor agrees and warrants that it is in compliance with the Policy, including demonstrating its lawful presence in the United States.
- 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. section 35-393.01, the Contractor, by execution of this Contract, certifies that it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of Israel.

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

TOWN OF FLORENCE, A municipal corporation

By: Tara Walter, Mayor	Date:
ATTEST:	
Lisa Garcia, Town Clerk	
Approved as to Form	
Clifford L. Mattice, Town Attorney	
CONTRACTOR	
Ву:	Date:
lte:	



# TOWN OF FLORENCE

# **AGENDA ITEM**

TOWN OF FLORENCE  ARIZONA  ROANDED  BOARDED	COUNCIL ACTION FORM	9c.					
MEETING DATE: Au	ugust 20, 2018	<ul><li> Action</li><li> Information Only</li></ul>					
<b>DEPARTMENT:</b> Fire [	☐ Public Hearing☐ Resolution						
STAFF PRESENTER:	☐ Ordinance ☐ Regulatory						
<b>SUBJECT:</b> Agreemen Station 542 by America	t for Temporary Housing at Florence Fire In Medical Response	☐ 1 <sup>st</sup> Reading☐ 2 <sup>nd</sup> Reading☐ Other☐					
STRATEGIC PLAN REFERENCE:  ☐ Community Vitality ☐ Economic Property							
☐ Leadership and Governa	ance $\ igtimes$ Partnership and Relationships $\ igcup$ Trar	nsportation and Infrastructure					
☐ Statutory ☐ None							

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

It is recommended that the Town Council approve the 2018 American Medical Response (AMR) Non-Exclusive Revocable License Agreement for temporary housing at Florence Fire Station 542.

# **BACKGROUND/DISCUSSION:**

The Town of Florence Fire Department serves as the first responder for the emergency needs of the Town. American Medical Response (AMR) serves as a second-responder transport unit that provides assistance to the Town's Fire Department paramedic staff on-scene of an incident as well as transportation to the nearest, most appropriate medical facility.

AMR is currently authorized by the Arizona Department of Health Services (DHS) to provide emergency medical transportation services within the service area described in Certificate of Necessity Number 85, which includes the Town of Florence. ambulances are equipped, maintained, and operated in accordance with the laws of the State of Arizona, and the rules and regulations of DHS.

The purpose of this agreement is to provide temporary housing and storage of emergency services personnel and equipment at Florence Fire Station 542. This need has surfaced due to the recent closing of the Florence Anthem Hospital and is necessary to maintain the current level of emergency medical services for the citizens of the Town of Florence until a permanent solution is reached. The contract period for this temporary agreement is up 12 months.

# A VOTE OF NO WOULD MEAN:

The Town would not allow AMR to temporarily share facilities at Fire Station 542. This could potentially result in longer response times for emergency medical service (EMS) transportation calls in the Sun City/Anthem area.

# A VOTE OF YES WOULD MEAN:

The Town would allow AMR to temporarily share facilities at Fire Station 542. This would allow current levels of EMS service to continue.

# **FINANCIAL IMPACT:**

Under the terms of this agreement, the Town of Florence will collect a fee \$1,423.82 per month from AMR.

# **ATTACHMENTS:**

Agreement

# AMERICAN MEDICAL RESPONSE NON-EXCLUSIVE, REVOCABLE LICENSE AGREEMENT

# 1. PARTIES:

This Non-Exclusive,	Revocable License	e Agreement (the	"Agreement" o	or "License"), is
entered into this	day of	, 2018 (the	"Effective Date	"), between the
TOWN OF FLOREN	CE, an Arizona mur	nicipal corporation	(the "Licensor"	or "Town"), and
the AMERICAN ME	DICAL RESPONS	E OF MARICOPA	, L.L.C., a(n)	Arizona limited
liability company (the	e "Licensee"). The	Town and License	e are sometime	es referred to in
this License collectiv	ely as the "Parties"	and each individu	ally as a "Party	

### 2. RECITALS:

- 2.1. Town owns and operates Fire Station No. 2 ("Fire Station", "Licensed Area", or "Property") in the Town of Florence and desires to make a portion of the real property and improvements available for use by the Licensee. The Property is described in **Exhibit "A"** attached hereto and incorporated herein; and
- 2.2. Town and Licensee have discussed the joint benefits to be derived by the Town permitting the Licensee to share in the use, maintenance and operation of the Fire Station, 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, maintenance and operation of the Station; and
- 2.3. Licensor, as operator of the Fire Station, has control of the Property. Licensee desires to license from Licensor on a revocable, non-exclusive basis the Property depicted in **Exhibit "A"**: and
- 2.4. It is in the best interests of the Town of Florence to grant a license for Licensee to use space temporarily for housing and storage of emergency services personnel and equipment; and
- 2.5. Licensee understands and agrees that Licensor may also grant a non-exclusive, license of the Licensed Area to unrelated third parties for the same or different uses from the Use (as defined below) (the "Third Party Licenses"); and
- 2.6. 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.

#### 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. <u>INCORPORATION OF RECITALS</u>. The foregoing Recitals are incorporated as agreements of the Parties.
- 3.2. <u>GRANT OF NON-EXCLUSIVE LICENSE</u>. Licensor hereby grants Licensee a revocable, non-exclusive license to use the Licensed Area subject to the terms and conditions of this License and solely to house an ambulance, necessary equipment and associated emergency medical personnel for the purpose of emergency services operations performed on a 24-hour, per-day basis. (the "Use").

### 3.3. USE OF LICENSED AREA AND LICENSEE'S RESPONSIBILITIES.

- 3.3.1. <u>Licensed Area</u>. The "Licensed Area" shall be an area located within the Town's Fire Station No. 2 (See **Exhibit** "A") and shall include: a) one (1) parking bay to be used for the housing of an ambulance, b) sleeping quarters for an ambulance crew consisting of two (2) individuals, and c) space allocated at the Fire Station to store required medical equipment. The exact location of the Licensed Area within the Fire Station shall be subject to the approval of the Florence Fire Chief, or his designee, in his sole and absolute discretion. The Parties acknowledge and agree that by virtue of the physical layout of the Fire Station, the Licensee may be permitted to the non-exclusive use of various "Common Areas" of the Fire Station. Common Areas shall not include any designated office space of the Fire Captains or any law enforcement personnel. The designation and use of such Common Areas may be agreed upon by the Licensee and the Florence Fire Chief and the Florence Police Chief, if related to law enforcement operations. The Licensee shall have no access to Licensor's Emergency Medical Service ("EMS") supply area(s). The Licensee shall use the Licensed Area only for the purpose of emergency services operations.
- 3.3.2. <u>Use</u>. Licensee shall use the Licensed Area solely for housing of an ambulance, associated crew, and necessary equipment, and for no other purpose without Licensor's prior written consent, which consent may be withheld in Licensor's sole and absolute discretion. Licensee hereby accepts the Property in the condition existing as of the date of the execution hereof, subject to all applicable zoning, municipal, county, and state laws, ordinances and regulations governing and regulating the use of the Property and accepts this License subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Licensee acknowledges that neither Licensor nor Licensor's agents have made any representation or warranty as to the suitability of the Licensed Area for the conduct of Licensee's business. Licensee acknowledges that its use of the Licensed Area described herein is revocable and non-exclusive, and that the Licensed Area will also be used by the Town as a fire station, and for other municipal and governmental purposes as determined by Town.
- 3.3.3. <u>Signs</u>. Licensee shall place no signs, flags, or posters or other advertising or promotional materials on the Property, on the exterior of the building in which the Licensed Area are located, or in the windows of the Licensed Area without having obtained Licensor's prior written consent, which consent may be withheld at the sole discretion of the Licensor.

- 3.3.4. <u>Repairs</u>. Any repairs which are required to be done to the Licensed Area which are necessitated by the negligence or acts of the Licensee, its employees or agents, shall be repaired as determined by the Licensor, the cost of which shall be borne by the Licensee.
- 3.3.5. <u>Keeping Premises Clean</u>. Licensee agrees to assist in keeping the Licensed Area inside and outside clean and neat at all times, including sidewalks, parking areas and front and rear yards. Licensee is responsible for keeping their designated sleeping quarters and ambulance parking bay clean and free of debris.
- 3.3.6. <u>Alterations and Additions</u>. Alterations and additions may not be made to the Licensed Area without the prior written consent of the Licensor, which consent may be withheld in Licensor's sole and absolute discretion. Any alteration of or addition to the Licensed Area shall become part of the realty and shall belong to the Town upon termination or expiration of this License. Storage of equipment that is freestanding and not mounted to any wall shall remain the property of the Licensee and shall be removed upon expiration of this License or earlier termination thereof.
- 3.3.7. <u>Liens Created by Licensee</u>. Licensee shall have no power to do any act or to make any contract that may create or be the foundation for any lien upon the property on which the Licensed Area are located or other estate or reversion of the Licensor in the Licensed Area or upon any building or improvement thereon, and should any such lien be filed, the Licensee, at its sole cost and expense, shall bond or otherwise discharge the same within ten (10) calendar days after the filing thereof.
- 3.3.8. Prohibition Against Licensee. Licensee shall not, at any time, without first obtaining the Licensor's express written consent, which consent may be withheld in Licensor's sole and absolute discretion: a) Perform any act or carry on any practice which may damage, mar or deface the Licensed Area, the building in which the Licensed Area is located, or the property on which the Licensed Area is located; b) Install, operate or maintain in the Licensed Area any electrical equipment which will overload the electrical system therein or any part thereof, beyond its reasonable capacity for proper and safe operation ad determined by Licensor, in Licensor's sole and absolute discretion.
- 3.3.9. <u>Compliance with Laws</u>. Licensee, at Licensee's sole cost, shall comply with all laws, ordinances, orders and regulations of any governmental authority, including those adopted by the Florence Fire Chief, whether now or hereafter in effect, with respect to the use of the Licensed Area for the Use.

#### 3.4. TERM.

3.4.1. <u>Term.</u> Except as provided in this License, the "Term" of this License shall commence on the Effective Date and shall automatically terminate on **June 30, 2019**, unless earlier terminated.

- 3.4.2. <u>Early Termination by Licensee or Licensor</u>. Any provision of Subparagraph 3.4.1. to the contrary notwithstanding, Licensor has the right to terminate, suspend or abandon this Agreement for cause or convenience. Licensor may terminate this Agreement, or any part thereof for its sole convenience, at any time without penalty or recourse.
- 3.5 FEE. In consideration for this License, the Licensee shall pay to Licensor on a monthly basis (or pro-rated amount based on the occupied use by the Licensee) One Thousand Four Hundred Twenty-Three and 82/100 (\$1,423.82) on the first day of each month during the Term as a fee for use of the Licensed Area (the "Monthly Fee"). Monthly license payments due herein are due and payable on the first day of each month without setoff or deduction, notice or demand. A late charge of Three Hundred Dollars (\$300.00) shall be added to each payment received by Licensor ten (10) calendar days after said payment becomes due and payable. Additionally, an additional Two Hundred Dollars (\$200.00) shall be due and payable every fifth (5th) day thereafter until thirty (30) days have elapsed. Thereafter, interest shall accrue on the outstanding balance as set forth herein. If the Licensed Area is occupied and used to house a "daycar" for portions of a day (minimum twelve-hour periods), the fee charged will be a prorated amount based on the occupied use by the Licensee. For example, if Licensee occupies for twelve hours a day the fee charged will be one-half the Monthly Fee. Any changes to the occupancy period (i.e. 12-hour or 24-hour use) of the Licensed Area or to the applicable Monthly Fee shall be by written amendment to this License signed by both Parties.
- 3.6. <u>RULES AND REGULATIONS</u>. Licensee shall use and maintain the Licensed Area in accordance with Licensor's rules and regulations.
- 3.7. <u>SALES/USE TAXES</u>. Licensee shall pay all privilege, use, sales, gross proceeds, government property lease excise taxes or like taxes, now or hereafter levied, assessed or imposed by any governmental authority upon any fee, use or other payments required to be paid by Licensee hereunder. Licensee shall be responsible for any and all property taxes and all government property lease excise taxes described in A.R.S. section 42-6201 et. seq. or similar laws in force from time to time and the Town of Florence shall have no responsibility whatsoever for such excise taxes. Pursuant to A.R.S. section 42-6206 failure by Licensee to pay any such tax after notice and opportunity to cure is an event of default that may result in divesting the Licensee of any interest in or right of occupancy of the Licensee Area.

#### 3.8. INSURANCE.

3.8.1. <u>General</u>. Licensee agrees to comply with all Town ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Licensee, Licensee 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 the Town of Florence. Failure to maintain insurance as specified may result in termination of this Agreement at Town of Florence's sole option. The Licensee is primarily responsible for the risk management of its Use under this Agreement, including but not limited to obtaining and maintaining the required insurance and establishing and maintaining reasonable risk control and safety program. Town reserves the right to amend the requirements herein at any time during the Agreement. The Licensee shall require any and all subcontractors to maintain insurance as required herein naming the Town and Licensee as "Additional Insured" on all insurance policies, except Worker's Compensation and Errors & Omissions, and this shall be primary insurance with respect to all available sources. Coverage provided by the Licensee shall not be limited to the liability assumed under the Indemnification provision of this Agreement. To the extent permitted by law, Licensee waives all rights of subrogation or similar rights against the Town, its Mayor, councilmembers, officials, representatives, agents, and employees. All insurance policies, except Workers' Compensation and Errors & Omissions, required by this Agreement, 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 councilmembers, agents, representatives, officers, officials and employees as Additional Insureds. The Town reserves the right to require complete copies of all insurance policies and 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 of this Agreement. All Risk Insurance. Licensee shall not commit or permit any acts on or about the Licensed Area which may in any way impair or invalidate any All Risk Insurance.

3.8.2. <u>Personal Property Insurance</u>. During the Term, Licensee, at Licensee's sole cost, shall obtain extended coverage insurance for Licensee's personal property, if any, brought by or used by Licensee on or about the Licensed Area during the Term.

3.8.3. <u>Liability Insurance</u>. Licensee shall provide coverage with limits of liability not less than those stated below:

**Minimum Scope and Limits of Insurance**: Licensee shall provide coverage with limits of liability not less than those stated below.

Commercial General Liability – Occurrence Form

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

General Aggregate \$2,000,000
Products – Completed Operations Aggregate \$1,000,000

Personal and Adverting Injury \$1,000,000
Blanket Contractual Liability – Written and Oral \$1,000,000
Fire Legal Liability \$50,000

Each Occurrence \$1,000,000

The Policy shall be endorsed to include the following additional insured language: "The Town of Florence, its Mayor and council members, agents, volunteers, representatives, officers, officials and employees shall be named as additional insureds with respect to liability arising out of activities performed by or on behalf of the Licensee".

Policy shall contain a waiver of subrogation against the Town of Florence, its departments, agencies, boards, commissions, and its officers, officials, representatives, volunteers, agents and employees for losses arising from work performed by or on behalf of the Licensee.

### **Business Automobile Liability**

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

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

The policy shall be endorsed to include the following additional insured language: "The Town of Florence, its Mayor and council members, agents, volunteers, representatives, officers, officials and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Licensee, involving automobiles owned, leased, hired or borrowed by the Licensee"

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

Policy shall contain a waiver of subrogation against the Town of Florence, its departments, agencies, boards, commissions, and its officers, officials, volunteers, agents and employees for losses arising from work performed by or on behalf of the Licensee.

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

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

The Town of Florence, its department, agencies, boards, commissions, and its officers, officials, agents and employees and the other governmental entity wherever additional insured status is required. Such additional insured shall be covered to the full limits of

liability purchased by the Licensee even if those limits of liability are in excess of those required by the Agreement.

The Licensee's insurance coverage shall be primary insurance with respect to all other available sources.

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

Notice of Cancellation: Each insurance policy required by the insurance provisions of this Agreement shall not be suspended, voided, cancelled, reduced in coverage or in limits except after 30-calendar days prior written notice has been given to the Town.

Acceptability of Insurers: Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with "A.M. Best" rating of not less than A-VII. The Town in no way warrants that the above required minimum insurer rating is sufficient to protect the Licensee from potential insurer insolvency.

Verification of Coverage: Licensee shall furnish the Town with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Town before the Use commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of the Use under this Agreement and remain in effect for the duration of the Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal, is a material breach of contract.

The Town reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.

Subcontractors: Licensee's certificate(s) shall include all subcontractors as insureds under its policies or Licensee shall furnish to the Town separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

Approval: Any modification or variation from the insurance requirements in this Agreement must have prior approval from the Town, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

Town reserves the right to amend the requirements herein at any time during the Agreement subject to at least (5) days written notice. The Licensee shall require any and all subcontractors to maintain insurance as required herein naming Town and Licensee

as "Additional Insured" on all insurance policies, except Worker's Compensation and Errors & Omissions, and this shall be reflected on the Certificate of Insurance and Endorsements. The Licensee's insurance coverage shall be primary insurance with respect to all other available sources. Coverage provided by the Licensee shall not be limited to the liability assumed under the Indemnification provision of this Agreement. To the extent permitted by law, License waives all rights of subrogation or similar rights against Town, its Mayor and council members, officials, agents, representatives, officers, volunteers and employees. All insurance policies, except Workers' Compensation and Errors & Omissions required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, Town, its Mayor and council members, agents, representatives, officers, directors, officials, volunteers and employees as Additional Insureds. Town reserves the right to require complete copies of all insurance policies and 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 of contract.

## 3.9. REPAIRS TO LICENSED AREA.

- 3.9.1. <u>Licensee's Repairs</u>. Licensee, at Licensee's sole cost, shall promptly repair any damage to the Property, or the Licensed Area resulting from the Use.
- 3.9.2. <u>The Walk Through</u>. At least 48 hours prior to the end of the Term, Licensor and Licensee shall conduct a joint "walk through" of the Property and the Licensed Area 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. <u>Survival</u>. 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 calendar 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. <u>INDEMNITY AND RELEASE</u>.

3.10.1. <u>Licensee's Indemnity of Licensor</u>. Licensee shall and does hereby agree to indemnify, defend and hold Licensor and Licensor's Mayor, officers, council members, representatives, volunteers, agents and employees (collectively the "Indemnitees") harmless from and against all liabilities, obligations, losses, damages, actions, fines, penalties, claims, suits, costs, charges and expenses, including but not limited to reasonable attorneys' fees and professional, expert or consultant fees (including such expenses incurred in any attempt to enforce this indemnification provision), which may arise out of, in connection with, resulting from or related to in any manner, directly or indirectly with: (i) this License; (ii) Licensee's failure to comply with the provisions of any

federal, state, or local statute, ordinance, or regulation; or (iii) any use of the Property and Licensed Area by Licensee, Licensee's participants, employees, customers, agents, invitees, licensees, or guests.

- 3.10.2. <u>Licensee's Defense of Licensor</u>. In the event that any action or proceeding shall at any time be brought against any of the Indemnitees by reason of any claim referred to in Paragraph 3.10.1, Licensee, at Licensee's sole cost and upon at least 10 calendar days' written notice from Licensor, shall defend the same with counsel acceptable to Licensor, in Licensor's sole discretion. It is agreed that the Licensee will be responsible for primary loss investigation, defense, and judgment costs where this indemnification applies. Insurance provisions set forth in this License are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this section 3.10 shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions set forth in this License. The Licensee's obligations and waivers under this section 3.10 shall survive the expiration or earlier termination of this License.
- 3.10.3. <u>Release of Licensor</u>. Except for Licensor's gross negligence, Licensee, on its own behalf and on behalf of its successor and assigns, shall and does hereby release Licensor and the Indemnitees for all liabilities and claims incurred by Licensee based on Licensee's use of the Property and Licensed Area.
- 3.10.4. <u>Indemnity Against Licensee's Breach</u>. Licensee shall and does hereby agree to indemnify, defend and save the Indemnitees harmless against all claims arising from any breach or default on Licensee's part in the performance of any covenant or agreement of Licensee under this License.
- 3.10.5. <u>Survival</u>. Licensee's obligations and waivers under this Paragraph 3.10 shall survive the expiration or earlier termination of this License for a period of three years.
- 3.11. <u>ACCEPTANCE OF LICENSED AREA</u>. Licensee has examined the Licensed Area, and Licensee hereby accepts the Licensed Area "as is" and "where is" and Licensee shall and does hereby waive all claims Licensee, now or hereafter may have, against Licensor arising out of or in any way attributable to the physical status or condition of the Licensed Area. Licensee acknowledges that Licensor has not made any representations or warranty, express or implied, as to the suitability of Licensed Area for the Use.

### 3.12. <u>DEFAULTS/REMEDIES</u>.

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 3 days after Licensee's receipt of written notice from Licensor of Licensee's nonperformance.

- 3.12.2. <u>Remedies</u>. 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;
- 3.12.2.5. Licensee shall and does hereby waive all claims or demands that may be caused by Licensor on re-entering and retaking possession of the Licensed Area as hereinabove provided and all claims and demands for damages or loss of property belonging to Licensee or any other person that may be on or about the Licensed Area at the time of such re-entry;
- 3.12.2.6. in addition to Licensor's rights upon default specified herein, Licensor shall be entitled to all other rights provided in law or equity. The various rights, options or remedies of Licensor contained in this License shall be cumulative and no one of them shall be construed as exclusive of any of the others; and,
- 3.12.2.7. all sums which are due and payable in accordance with this License and which are not paid in full on or before their due date shall thereupon bear interest at 10% per annum until paid in full.
- 3.13. <u>ENTRY RESERVED BY LICENSOR</u>. 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. <u>Security Monitoring</u>. Licensor shall pay for all security monitoring serving the Licensed Area during the Use Period.
- 3.14.2. <u>Surrender of Licensed Area</u>. 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. At

the termination of this License, Licensee shall surrender the Licensed Area to Town in the same condition as received, ordinary wear and tear excepted. If the Licensor should hold over the said term with the consent, express or implied of the Town, such holding over shall be construed as a tenancy only from month to month, and Licensee shall continue to pay the Monthly Fee for such term as Licensee holds same.

## 3.14.3. Assignment.

3.14.3.1. This License shall not assign, mortgage or encumber this License nor sublicense nor permit the Licensed Area or any part thereof to be used by others, without the prior written consent of the Licensor in each instance, which consent may be withheld in Licensor's sole and absolute 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. <u>Attorneys' Fees</u>. If there is any litigation between Licensor or Licensee to enforce or interpret any provisions or rights arising under this License, the unsuccessful party in such litigation, as determined by the Court (as defined below), agrees to pay the successful party, as determined by the Court, all costs and expenses, including, but not limited to, reasonable attorneys' fees incurred by the successful party, such fees to be determined by the Court and not a jury.

3.14.5. <u>Notices</u>. 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 2<sup>nd</sup> day following deposit in the mail, if notice is mailed:

Town of Florence Attn: Town Manager P. O. Box 2670 775 N. Main Street Florence, AZ 85132
American Medical Response of Maricopa, LLC Attn:Address:

- 3.14.6. <u>Additional Acts</u>. 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. <u>No Liens</u>. Licensee shall not create or permit any liens to be placed of record against the Property.
- 3.14.9. <u>Time of Essence</u>. 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. <u>Incorporation by Reference</u>. All Exhibits to this License are fully incorporated herein as though set forth at length herein.
- 3.14.11. <u>Severability</u>. 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. <u>No Conflicts of Interest</u>. Licensee understands and agrees that pursuant to the provisions of A.R.S. 38-511, Licensor 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 Licensor 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. <u>Construction</u>. 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. <u>Waiver</u>. 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. One or more waivers by either Party of any provisions, terms, conditions, or covenants of this Agreement shall not be construed as a subsequent breach of same by the other Party.

3.14.15. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, binding on all of the Parties. The Parties agree that this Agreement may be transmitted between them via facsimile. The Parties intend that the faxed signatures constitute original signatures and that a faxed contract containing the signatures (original or faxed) of all the Parties is binding upon the Parties.

3.14.15. <u>Licenses</u>. Licensee shall maintain in current status all Federal, State and local licenses and permits required for the Use during the Use Period.
3.14.16. <u>Non-exclusive Remedies</u>. The rights and remedies of Licensor under this Agreement are not exclusive.

3.14.17. <u>Survival</u>. All warranties, representations and indemnification by Licensee shall survive the completion, expiration, cancellation, abandonment or termination of this Agreement for a period of three years.

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

LICENSOR:	TOWN OF FLORENCE, an Arizona municipal corporation
	By: Its: Mayor

ATTEST:		
	<del></del>	
Lisa Garcia, Town	Clerk	
APPROVED AS T	O FORM:	
Clifford L. Mattice,	Town Attorney	
LICENSEE:	Arizona limited liability corporation	, an
	7 th 20 ha minited hability corporation	
	By:	
	Its: President	

# Exhibit "A"

to Non-Exclusive, Revocable License Agreement

# **DESCRIPTION OF LICENSED AREA and IGA**

The Licensed Area shall include only the portion of the Property described herein, and such areas delineated in the sole discretion of the Town.