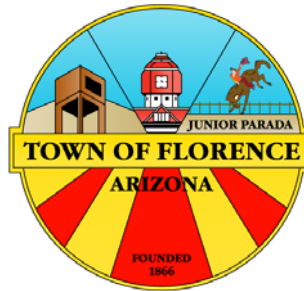


TOWN OF FLORENCE
REGULAR MEETING AGENDA
*****AMENDED AGENDA*****

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
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Meet 1st and 3rd Mondays

Monday, July 16, 2018

6:00 PM

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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.

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- a. 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: A RESOLUTION OF THE MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1, PINAL COUNTY, ARIZONA, ADOPTING THE BUDGET FOR FISCAL YEAR 2018-2019. (Joe Jarvis)
- b. Discussion/Approval/Disapproval of the Merrill Ranch Community Facilities District No. 1 March 19, 2018 Special Meeting minutes.

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- b. Discussion/Approval/Disapproval of the Merrill Ranch Community Facilities District No. 2 March 19, 2018 Special Meeting minutes.

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10. PUBLIC HEARINGS AND PRESENTATIONS

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Roll Call Vote: Walter __, Woolridge __, Hawkins __, Guilin __, Anderson __,
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- a. Community Services
- b. Courts
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18. CALL TO THE PUBLIC

19. CALL TO THE COUNCIL – CURRENT EVENTS ONLY

20. 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).
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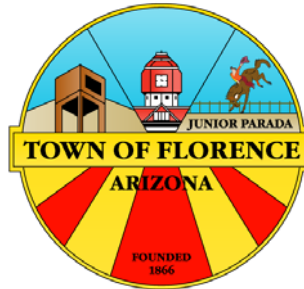
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POSTED ON JULY 12, 2018, BY LISA GARCIA, TOWN CLERK, AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA, AND AT WWW.FLORENCEAZ.GOV.

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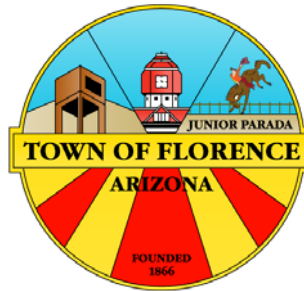
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- c. Discussion/Approval/Disapproval of entering into an Employment Agreement with the Town Manager Brent Billingsley. (Clifford Mattice)
- d. Discussion and possible action regarding instructing staff how to proceed on the Cuen Building. (Lisa Garcia)
- e. Resolution No. 1672-18: Discussion/Approval/Disapproval of 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. (Chris Salas)

16. MANAGER'S REPORT

17. DEPARTMENT REPORTS

- a. Community Services
- b. Courts
- c. Development Services
- d. Finance
- e. Fire
- f. Police

18. CALL TO THE PUBLIC

19. CALL TO THE COUNCIL – CURRENT EVENTS ONLY

20. 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.

21. ADJOURN FROM EXECUTIVE SESSION

22. ADJOURNMENT

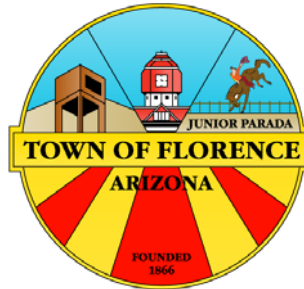
Council may go into Executive Session at any time during the meeting for the purpose of obtaining legal advice from the Town's Attorney(s) on any of the agenda items pursuant to A.R.S. § 38-431.03(A)(3).

POSTED ON JULY 12, 2018, BY LISA GARCIA, TOWN CLERK, AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA, AND AT WWW.FLORENCEAZ.GOV.

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TOWN OF FLORENCE REGULAR MEETING AGENDA

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



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

Monday, July 16, 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, July 16, 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. ADJOURN TO MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1

- a. **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: A RESOLUTION OF THE MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1, PINAL COUNTY, ARIZONA, ADOPTING THE BUDGET FOR FISCAL YEAR 2018-2019. (Joe Jarvis)
- b. **Discussion/Approval/Disapproval** of the Merrill Ranch Community Facilities District No. 1 March 19, 2018 Special Meeting minutes.

7. ADJOURN FROM MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1

8. ADJOURN TO MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2

- a. **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: A RESOLUTION OF THE MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2, PINAL COUNTY, ARIZONA, ADOPTING THE BUDGET FOR FISCAL YEAR 2018-2019. (Joe Jarvis)
- b. **Discussion/Approval/Disapproval** of the Merrill Ranch Community Facilities District No. 2 March 19, 2018 Special Meeting minutes.

9. ADJOURN FROM MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2

10. PUBLIC HEARINGS AND PRESENTATIONS

- a. **Public hearing to receive** citizens' comments on the property tax levy of the Town of Florence. (Joe Jarvis)
- b. **Public hearing to receive** citizen's comments on the proposed final budget for Fiscal Year 2018-2019. (Joe Jarvis)
- c. **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. (Lisa Garcia)
- d. **Presentation by Tony** Trifiletti, Executive Director of All Aboard Arizona. (Brent Billingsley)
- e. **Presentation by Greg** Swartz, Financial Advisor, Piper Jaffray & Co. (Joe Jarvis)
- f. **Presentation by Innovation** Pavilion, and Subex, regarding cybersecurity. (Brent Billingsley)

11. ADJOURN TO A SPECIAL MEETING OF THE MAYOR AND COUNCIL

- a. **Resolution No. 1667-18:** Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ADOPTING THE BUDGET FOR THE FISCAL YEAR 2018-2019. (Joe Jarvis)

Roll Call Vote: Walter __, Woolridge __, Hawkins __, Guilin __, Anderson __,
Wall ____, Larsen ____.

12. ADJOURN FROM A SPECIAL MEETING OF THE MAYOR AND COUNCIL

13. 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:** Adoption of 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. (Jennifer Evans)

- 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. (Joe Jarvis)
- c. **Authorization to enter into** a contract with Fester & Chapman, PLLC, for annual auditing services, for Fiscal Year 2017-2018, in amount not to exceed \$41,150. (Joe Jarvis)
- 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. (Brent Billingsley)
- 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. (Scott Barber)
- 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. (Lisa Garcia)
- 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. (Joe Jarvis)

14. UNFINISHED BUSINESS

- a. **Ordinance No. 661-18:** Discussion/Approval/Disapproval of AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE STREET LIGHT IMPROVEMENT DISTRICTS (1, 2 & 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 30th DAY OF JUNE 2019. (Joe Jarvis)

Roll Call Vote: Walter __, Woolridge __, Hawkins __, Guilin __, Anderson __,
Wall ____, Larsen __.

- b. **Discussion and possible** action regarding instructing staff how to proceed on the transfer station project. (Benjamin Bitter)

15. NEW BUSINESS

- a. **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. (Bryan Hughes)

- b. 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. (Chris Salas)
- c. Discussion/Approval/Disapproval of entering into an Employment Agreement with the Town Manager Brent Billingsley. (Clifford Mattice)
- d. Discussion and possible action regarding instructing staff how to proceed on the Cuen Building. (Lisa Garcia)
- e. Resolution No. 1672-18: Discussion/Approval/Disapproval of 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. (Chris Salas)

16. MANAGER'S REPORT

17. DEPARTMENT REPORTS

- a. Community Services
- b. Courts
- c. Development Services
- d. Finance
- e. Fire
- f. Police

18. CALL TO THE PUBLIC

19. CALL TO THE COUNCIL – CURRENT EVENTS ONLY

20. 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.
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- 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.

21. 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 JULY 12, 2018, BY LISA GARCIA, TOWN CLERK, AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA, AND AT WWW.FLORENCEAZ.GOV.

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MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1 AGENDA

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the Merrill Ranch Community Facility District No. 1 Members and to the general public that a Special Meeting of the District Board will be 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. The agenda for this meeting is as follows:

1. CALL TO ORDER

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

3. NEW BUSINESS

- a. 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: A RESOLUTION OF THE MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1, PINAL COUNTY, ARIZONA, ADOPTING THE BUDGET FOR FISCAL YEAR 2018-2019. (Joe Jarvis)
- b. Discussion/Approval/Disapproval of the Merrill Ranch Community Facilities District No. 1 March 19, 2018 Special Meeting minutes.

4. ADJOURNMENT

POSTED ON JULY 12, 2018, BY LISA GARCIA, DISTRICT CLERK, AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA, AND AT WWW.FLORENCEAZ.GOV.

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MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2 AGENDA

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the Merrill Ranch Community Facility District No. 2 Members and to the general public that a Special Meeting of the District Board will be 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. The agenda for this meeting is as follows:

1. CALL TO ORDER

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

3. NEW BUSINESS

- a. 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: A RESOLUTION OF THE MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2, PINAL COUNTY, ARIZONA, ADOPTING THE BUDGET FOR FISCAL YEAR 2018-2019. (Joe Jarvis)
- b. Discussion/Approval/Disapproval of the Merrill Ranch Community Facilities District No. 2 March 19, 2018 Special Meeting minutes.

4. ADJOURNMENT

POSTED ON JULY 12, 2018, BY LISA GARCIA, DISTRICT CLERK, AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA, AND AT WWW.FLORENCEAZ.GOV.

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	MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1 ACTION FORM	<u>AGENDA ITEM</u> 6a.
MEETING DATE: July 16, 2018 DEPARTMENT: District Treasurer STAFF PRESENTER: Joe Jarvis, District Treasurer SUBJECT: Public hearing on the budget and adoption of Resolution No. MRCFD1 139-18		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input checked="" type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input checked="" type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Open public hearing to receive public comments on the proposed budget for Fiscal Year 2018-2019.

Following the public hearing, motion to adopt Resolution No. MRCFD1 139-18: A RESOLUTION OF THE MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1, PINAL COUNTY, ARIZONA, ADOPTING THE BUDGET FOR FISCAL YEAR 2018-2019.

BACKGROUND/DISCUSSION:

District staff, in consultation with the District’s consultants, is presenting the proposed budget for the District.

A VOTE OF NO WOULD MEAN:

Staff would seek direction from the District Board as to how they would like to proceed.

A VOTE OF YES WOULD MEAN:

The budget would be approved.

FINANCIAL IMPACT:

The budget for Fiscal Year 2018-2019 will be \$2,967,190 in expenditures for capital improvements, debt service and operation and maintenance costs.

ATTACHMENTS:

Resolution No. MRCFD1 139-18
Official Budget Forms

RESOLUTION NO. MRCFD1 139-18

A RESOLUTION OF THE MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1, PINAL COUNTY, ARIZONA, ADOPTING THE BUDGET FOR FISCAL YEAR 2018-2019.

BE IT RESOLVED by the District Board of the Merrill Ranch Community Facilities District No. 1, Pinal County, Arizona, as follows:

WHEREAS, in accordance with the provisions of A.R.S. Title 42, Sections 17102, 17103, 17104, and 17105, the District Board did, on July 16, 2018, make an estimate of the different amounts required to meet the public expenditures for the ensuing year, also an estimate of revenue from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property of Merrill Ranch Community Facilities District No. 1, Pinal County, Arizona; and

WHEREAS, in accordance with said sections of said title, and following due public notice, the District Board met on July 16, 2018, which meeting any taxpayer was privileged to appear and be heard in favor of or against any of the proposed expenditures of tax levies; and

WHEREAS, it appears that publication has been duly made as required by law, of said estimates together with a notice that the Merrill Ranch Community Facilities District No. 1 would meet on July 16, 2018, at the office of the District Board for the purpose of hearing taxpayers and making tax levies as set forth in said estimates; and

WHEREAS, it appears that the sum to be raised by taxation, as specified therein, does not, in the aggregate amount exceed that amount, as computed in A.R.S. Title 42, Section 17105.

NOW, THEREFORE, BE IT RESOLVED by the Merrill Ranch Community Facilities District No. 1, Pinal County, Arizona, as follows:

Section 1. ADOPTION OF BUDGET

That the said estimates of revenue and expenditures shown on the accompanying exhibit, marked as Exhibit A, as now increased, reduced, or changed by the District Board and the same are hereby adopted as the budget of the Merrill Ranch Community Facilities District No. 1, Pinal County, Arizona, for the Fiscal Year 2018-2019.

PASSED AND ADOPTED by the District Board of Merrill Ranch Community Facilities District No. 1, Pinal County, Arizona, on the 16th day of July 2018.

Tara Walter, District Chairman

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, District Clerk

Clifford L. Mattice, District Attorney

OFFICIAL BUDGET FORMS

Merrill Ranch Community Facilities District No. 1

Fiscal Year 2019

Merrill Ranch Community Facilities District No. 1

TABLE OF CONTENTS

Fiscal Year 2019

Resolution for the Adoption of the Budget

Schedule A—Summary Schedule of Estimated Revenues and Expenditures/Expenses

Schedule B—Tax Levy and Tax Rate Information

Schedule C—Revenues Other Than Property Taxes

Schedule D—Other Financing Sources/<Uses> and Interfund Transfers

Schedule E—Expenditures/Expenses by Fund

Schedule F—Expenditures/Expenses by Department (as applicable)

Schedule G—Full-Time Employees and Personnel Compensation

**Merrill Ranch Community Facilities District No. 1
 Summary Schedule of Estimated Revenues and Expenditures/Expenses
 Fiscal Year 2019**

Fiscal Year	S c h	FUNDS								
		General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	Total All Funds	
2018	Adopted/Adjusted Budgeted Expenditures/Expenses*	E	0	54,361	1,003,774	1,492,081	0	0	0	2,550,216
2018	Actual Expenditures/Expenses**	E	0	60,284	595,046	500	0	0	0	655,830
2019	Fund Balance/Net Position at July 1***			214,831	2,585,683	2,030,165				4,830,679
2019	Primary Property Tax Levy	B	0							0
2019	Secondary Property Tax Levy	B		72,150	385,400					457,550
2019	Estimated Revenues Other than Property Taxes	C	0	1,100	446,430	2,400	0	0	0	449,930
2019	Other Financing Sources	D	0	0	0	2,000,000	0	0	0	2,000,000
2019	Other Financing (Uses)	D	0	0	0	0	0	0	0	0
2019	Interfund Transfers In	D	22,440	0	0	0	0	0	0	22,440
2019	Interfund Transfers (Out)	D	0	22,440	0	0	0	0	0	22,440
2019	Reduction for Amounts Not Available:									
LESS:	Amounts for Future Debt Retirement:									0
										0
										0
										0
2019	Total Financial Resources Available		22,440	265,641	3,417,513	4,032,565	0	0	0	7,738,159
2019	Budgeted Expenditures/Expenses	E	0	32,510	1,489,670	3,178,650	0	0	0	4,700,830

EXPENDITURE LIMITATION COMPARISON

1. Budgeted expenditures/expenses
2. Add/subtract: estimated net reconciling items
3. Budgeted expenditures/expenses adjusted for reconciling items
4. Less: estimated exclusions
5. Amount subject to the expenditure limitation
6. EEC expenditure limitation

	2018	2019
1. Budgeted expenditures/expenses	\$ 2,550,216	\$ 4,700,830
2. Add/subtract: estimated net reconciling items		
3. Budgeted expenditures/expenses adjusted for reconciling items	2,550,216	4,700,830
4. Less: estimated exclusions		
5. Amount subject to the expenditure limitation	\$ 2,550,216	\$ 4,700,830
6. EEC expenditure limitation		

 The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

- * Includes Expenditure/Expense Adjustments Approved in the current year from Schedule E.
- ** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.
- *** Amounts on this line represent Fund Balance/Net Position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

Merrill Ranch Community Facilities District No. 1
Tax Levy and Tax Rate Information
Fiscal Year 2019

	2018	2019
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ _____	\$ _____
2. Amount received from primary property taxation in the current year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$ _____	
3. Property tax levy amounts		
A. Primary property taxes	\$ _____	\$ _____
B. Secondary property taxes	635,039	457,550
C. Total property tax levy amounts	\$ <u>635,039</u>	\$ <u>457,550</u>
4. Property taxes collected*		
A. Primary property taxes		
(1) Current year's levy	\$ _____	
(2) Prior years' levies	\$ _____	
(3) Total primary property taxes	\$ _____	
B. Secondary property taxes		
(1) Current year's levy	\$ 621,976	
(2) Prior years' levies	\$ _____	
(3) Total secondary property taxes	\$ <u>621,976</u>	
C. Total property taxes collected	\$ <u>621,976</u>	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	_____	_____
(2) Secondary property tax rate	3.5500	1.9025
(3) Total city/town tax rate	<u>3.5500</u>	<u>1.9025</u>
B. Special assessment district tax rates		

Secondary property tax rates - As of the date the proposed budget was prepared, the city/town was operating 2 special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

**Merrill Ranch Community Facilities District No. 1
Revenues Other Than Property Taxes
Fiscal Year 2019**

SOURCE OF REVENUES	ESTIMATED REVENUES 2018	ACTUAL REVENUES* 2018	ESTIMATED REVENUES 2019
SPECIAL REVENUE FUNDS			
<u>Interest Earnings</u>	\$ 1,200	\$ 1,141	\$ 1,100
<u>Transfer In</u>	45,938		
TOTAL SPECIAL REVENUE FUND	\$ 47,138	\$ 1,141	\$ 1,100
Total Special Revenue Funds	\$ 47,138	\$ 1,141	\$ 1,100
* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.			
DEBT SERVICE FUNDS			
<u>Interest Earnings</u>	\$ 10,000	\$ 10,909	\$ 10,910
<u>Special Assessment Revenue</u>	465,912	435,506	435,520
TOTAL DEBT SERVICE FUND	\$ 475,912	\$ 446,415	\$ 446,430
Total Debt Service Funds	\$ 475,912	\$ 446,415	\$ 446,430
CAPITAL PROJECTS FUNDS			
<u>Interest Earnings</u>	\$ 1,081	\$ 5,541	\$ 2,400
<u>Bond Premium</u>			
TOTAL CAPITAL PROJECTS FUND	\$ 1,081	\$ 5,541	\$ 2,400
Total Capital Projects Funds	\$ 1,081	\$ 5,541	\$ 2,400
TOTAL ALL FUNDS	\$ 524,131	\$ 453,097	\$ 449,930

Merrill Ranch Community Facilities District No. 1
Other Financing Sources/<Uses> and Interfund Transfers
Fiscal Year 2019

FUND	OTHER FINANCING 2019		INTERFUND TRANSFERS 2019	
	SOURCES	<USES>	IN	<OUT>
GENERAL FUND				
Operations	\$	\$	\$ 22,440	\$
Total General Fund	\$	\$	\$ 22,440	\$
SPECIAL REVENUE FUNDS				
Operations/Maintenance	\$	\$	\$	22,440
Total Special Revenue Funds	\$	\$	\$	\$ 22,440
DEBT SERVICE FUNDS				
	\$	\$	\$	\$
Total Debt Service Funds	\$	\$	\$	\$
CAPITAL PROJECTS FUNDS				
GO Bonds	\$	\$	\$	\$
Special Assessment Lien Bonds	2,000,000	\$	\$	\$
Total Capital Projects Funds	\$ 2,000,000	\$	\$	\$
TOTAL ALL FUNDS	\$ 2,000,000	\$	\$ 22,440	\$ 22,440

**Merrill Ranch Community Facilities District No. 1
Expenditures/Expenses by Fund
Fiscal Year 2019**

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2018	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2018	ACTUAL EXPENDITURES/ EXPENSES* 2018	BUDGETED EXPENDITURES/ EXPENSES 2019
SPECIAL REVENUE FUNDS				
Operations/Maintenance	\$ 54,361	\$	\$ 60,284	\$ 32,510
Total Special Revenue Funds	\$ 54,361	\$	\$ 60,284	\$ 32,510
DEBT SERVICE FUNDS				
Debt Service	\$ 1,003,774	\$	\$ 595,046	\$ 1,489,670
Total Debt Service Funds	\$ 1,003,774	\$	\$ 595,046	\$ 1,489,670
CAPITAL PROJECTS FUNDS				
Capital Projects	\$ 1,492,081	\$	\$	\$ 3,178,650
Professional Services			500	
Total Capital Projects Funds	\$ 1,492,081	\$	\$ 500	\$ 3,178,650
TOTAL ALL FUNDS	\$ 2,550,216	\$	\$ 655,830	\$ 4,700,830

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1 MINUTES

MINUTES OF THE MERRILL RANCH COMMUNITY FACILITY DISTRICT NO. 1 SPECIAL MEETING HELD ON MONDAY, MARCH 19, 2018, AT 6:00 P.M., IN THE FLORENCE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.

CALL TO ORDER:

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

ROLL CALL:

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

Public Hearing on Feasibility Report for Projects (Assessment Area Nine).

Mr. Joe Jarvis, District Treasurer, stated that this is for a special assessment within District No. 1, Units 3, 5, 7, 52, and 56A, in an amount not to exceed \$1.477 million.

Boardmember Wall inquired if the special assessment will be the same as the others within Anthem.

Mr. Jarvis responded that the special assessments will be the same at \$3,500 per lot with the ability to pay it off in full or throughout the life of the bond. Pinal County will be responsible for the billing of the assessments.

Chairman Walter opened the public hearing. There were no public comments, Chairman Walter closed the public hearing.

RESOLUTION NO. MRCFD1 137-18:

Chairman Walter read Resolution No. MRCFD1 137-18 by title only.

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A NINTH AMENDMENT AND WAIVERS (ASSESSMENT AREA NINE) FOR DISTRICT DEVELOPMENT, FINANCING PARTICIPATION, WAIVER AND INTERGOVERNMENTAL AGREEMENT; AUTHORIZING AND RATIFYING THE GIVING OF NOTICE OF HEARING WITH RESPECT TO APPROVING A FEASIBILITY REPORT; AND APPROVING SUCH FEASIBILITY REPORT AND ORDERING THE WORK WITH RESPECT THERETO.

Mr. Jarvis stated that it is a requirement of the assessment that the Board have two separate resolutions related to the items.

On motion of Boardmember Anderson, seconded by Boardmember Larsen, and carried to adopt Resolution No. MRCFD1 137-18.

RESOLUTION NO. MR CFD1 138-18:

Chairman Walter read Resolution No. MR CFD1 138-18 by title only.

A RESOLUTION APPROVING THE ASSESSMENT DIAGRAM AND METHOD OF ASSESSMENT WITH RESPECT TO ASSESSMENT AREA NINE AND PROVIDING FOR THE LEVY OF THE RELATED ASSESSMENT AND AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$1,477,000 AGGREGATE PRINCIPAL AMOUNT OF SPECIAL ASSESSMENT LIEN BONDS (ASSESSMENT AREA NINE) AND APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDENTURE OF TRUST AND SECURITY AGREEMENT AND CERTAIN OTHER DOCUMENTS WITH RESPECT TO THE BONDS.

On motion of Boardmember Guilin, seconded by Boardmember Hawkins, and carried to adopt Resolution No. MR CFD1 138-18.

Approval of the February 5, 2018 Merrill Ranch Community Facilities District No. 1 Special Meeting minutes.

On motion of Vice-Chairman Woolridge, seconded by Boardmember Larsen, and carried to approve the February 5, 2018 Merrill Ranch Community Facilities District No. 1 Special Meeting Minutes.

ADJOURNMENT

On motion of Vice-Chairman Woolridge, seconded by Boardmember Hawkins, and carried to adjourn the meeting.

Tara Walter, Chairman

ATTEST:

Lisa Garcia, District Clerk

I certify that the following is a true and correct copy of the minutes of the Joint Merrill Ranch Community Facilities District No. 1 Special Meeting held on March 19, 2018, and that the meeting was duly called to order and that a quorum was present.

Lisa Garcia, District Clerk

	MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2 ACTION FORM	<u>AGENDA ITEM</u> 8a.
MEETING DATE: July 16, 2018 DEPARTMENT: District Treasurer STAFF PRESENTER: Joe Jarvis, District Treasurer SUBJECT: Public hearing on the budget and adoption of Resolution No. MRCFD2 236-18		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input checked="" type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input checked="" type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Open public hearing to receive public comments on the proposed budget for Fiscal Year 2018-2019.

Following the public hearing, motion to adopt Resolution No. MRCFD2 236-18: A RESOLUTION OF THE MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2, PINAL COUNTY, ARIZONA, ADOPTING THE BUDGET FOR FISCAL YEAR 2018-2019.

BACKGROUND/DISCUSSION:

District staff in consultation with the District’s consultants is presenting the proposed budget for the District.

A VOTE OF NO WOULD MEAN:

Staff would seek direction from the District Board as to how they would like to proceed.

A VOTE OF YES WOULD MEAN:

The budget would be approved.

FINANCIAL IMPACT:

The budget for Fiscal Year 2018-2019 will be \$2,505,550 in expenditures for capital improvements, debt service and operation and maintenance costs.

ATTACHMENTS:

Resolution No. MRCFD2 236-18
Official Budget Forms

RESOLUTION NO. MRCFD2 236-18

A RESOLUTION OF THE MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2, PINAL COUNTY, ARIZONA, ADOPTING THE BUDGET FOR FISCAL YEAR 2018-2019.

BE IT RESOLVED by the District Board of the Merrill Ranch Community Facilities District No. 2, Pinal County, Arizona, as follows:

WHEREAS, in accordance with the provisions of A.R.S. Title 42, Sections 17102, 17103, 17104, and 17105, the District Board did, on July 16, 2018, make an estimate of the different amounts required to meet the public expenditures for the ensuing year, also an estimate of revenue from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property of Merrill Ranch Community Facilities District No. 2, Pinal County, Arizona; and

WHEREAS, in accordance with said sections of said title, and following due public notice, the District Board met on July 16, 2018, which meeting any taxpayer was privileged to appear and be heard in favor of or against any of the proposed expenditures of tax levies; and

WHEREAS, it appears that publication has been duly made as required by law, of said estimates together with a notice that the Merrill Ranch Community Facilities District No. 2 would meet on July 16, 2018, at the office of the District Board for the purpose of hearing taxpayers and making tax levies as set forth in said estimates; and

WHEREAS, it appears that the sum to be raised by taxation, as specified therein, does not, in the aggregate amount exceed that amount, as computed in A.R.S. Title 42, Section 17105.

NOW, THEREFORE, BE IT RESOLVED by the Merrill Ranch Community Facilities District No. 2, Pinal County, Arizona, as follows:

Section 1. ADOPTION OF BUDGET

That the said estimates of revenue and expenditures shown on the accompanying exhibit, marked as Exhibit A, as now increased, reduced, or changed by the District Board and the same are hereby adopted as the budget of the Merrill Ranch Community Facilities District No. 2, Pinal County, Arizona, for the Fiscal Year 2018-2019.

PASSED AND ADOPTED by the District Board of Merrill Ranch Community Facilities District No. 2, Pinal County, Arizona, on the 16th day of July 2018.

Tara Walter, District Chairman

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, District Clerk

Clifford L. Mattice, District Attorney

OFFICIAL BUDGET FORMS

Merrill Ranch Community Facilities District No. 2

Fiscal Year 2019

Merrill Ranch Community Facilities District No. 2

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Schedule E—Expenditures/Expenses by Fund

Schedule F—Expenditures/Expenses by Department (as applicable)

Schedule G—Full-Time Employees and Personnel Compensation

Merrill Ranch Community Facilities District No. 2
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2019

Fiscal Year	S c h	FUNDS							
		General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	Total All Funds
2018	E	0	52,561	871,887	3,187,500	0	0	0	4,111,948
2018	E	0	64,894	752,375	1,268,591	0	0	0	2,085,860
2019			123,790	1,778,341	2,232,471				4,134,602
2019	B	0							0
2019	B		56,720	578,520					635,240
2019	C	0	700	392,610	11,100	0	0	0	404,410
2019	D	0	0	0	1,000,000	0	0	0	1,000,000
2019	D	0	0	0	0	0	0	0	0
2019	D	20,110	0	0	0	0	0	0	20,110
2019	D	0	20,110	0	0	0	0	0	20,110
2019									
LESS:									0
									0
									0
2019									0
2019		20,110	161,100	2,749,471	3,243,571	0	0	0	6,174,252
2019	E	0	32,510	1,703,270	2,552,590	0	0	0	4,288,370

EXPENDITURE LIMITATION COMPARISON

1. Budgeted expenditures/expenses
2. Add/subtract: estimated net reconciling items
3. Budgeted expenditures/expenses adjusted for reconciling items
4. Less: estimated exclusions
5. Amount subject to the expenditure limitation
6. EEC expenditure limitation

	2018	2019
1.	\$ 4,111,948	\$ 4,288,370
2.		
3.	4,111,948	4,288,370
4.		
5.	\$ 4,111,948	\$ 4,288,370
6.		

The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

- * Includes Expenditure/Expense Adjustments Approved in the current year from Schedule E.
- ** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.
- *** Amounts on this line represent Fund Balance/Net Position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

Merrill Ranch Community Facilities District No. 2
Tax Levy and Tax Rate Information
Fiscal Year 2019

	2018	2019
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ _____	\$ _____
2. Amount received from primary property taxation in the current year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$ _____	
3. Property tax levy amounts		
A. Primary property taxes	\$ _____	\$ _____
B. Secondary property taxes	635,039	635,240
C. Total property tax levy amounts	\$ <u>635,039</u>	\$ <u>635,240</u>
4. Property taxes collected*		
A. Primary property taxes		
(1) Current year's levy	\$ _____	
(2) Prior years' levies	\$ _____	
(3) Total primary property taxes	\$ _____	
B. Secondary property taxes		
(1) Current year's levy	\$ 621,976	
(2) Prior years' levies	\$ _____	
(3) Total secondary property taxes	\$ <u>621,976</u>	
C. Total property taxes collected	\$ <u>621,976</u>	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	_____	_____
(2) Secondary property tax rate	3.5500	3.3594
(3) Total city/town tax rate	<u>3.5500</u>	<u>3.3594</u>
B. Special assessment district tax rates		

Secondary property tax rates - As of the date the proposed budget was prepared, the city/town was operating 2 special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

**Merrill Ranch Community Facilities District No. 2
Revenues Other Than Property Taxes
Fiscal Year 2019**

SOURCE OF REVENUES	ESTIMATED REVENUES 2018	ACTUAL REVENUES* 2018	ESTIMATED REVENUES 2019
SPECIAL REVENUE FUNDS			
Application Fee	\$ 3,000	\$	\$
Outside Engineering Deposit	700	699	700
Miscellaneous	29,446		
TOTAL SPECIAL REVENUE FUND	\$ 33,146	\$ 699	\$ 700
Total Special Revenue Funds	\$ 33,146	\$ 699	\$ 700
* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.			
DEBT SERVICE FUNDS			
Interest Earnings	\$ 5,000	\$ 7,989	\$ 7,990
Special Assessment Revenue	434,042	357,328	384,620
TOTAL DEBT SERVICE FUND	\$ 439,042	\$ 365,317	\$ 392,610
Total Debt Service Funds	\$ 439,042	\$ 365,317	\$ 392,610
CAPITAL PROJECTS FUNDS			
Interest Earnings	\$ 8,500	\$ 11,126	\$ 11,100
Bond Premium		98,467	
TOTAL CAPITAL PROJECTS FUND	\$ 8,500	\$ 109,593	\$ 11,100
Total Capital Projects Funds	\$ 8,500	\$ 109,593	\$ 11,100
TOTAL ALL FUNDS	\$ 480,688	\$ 475,609	\$ 404,410

Merrill Ranch Community Facilities District No. 2
Other Financing Sources/<Uses> and Interfund Transfers
Fiscal Year 2019

FUND	OTHER FINANCING 2019		INTERFUND TRANSFERS 2019	
	SOURCES	<USES>	IN	<OUT>
GENERAL FUND				
Operations	\$	\$	\$ 20,110	\$
Total General Fund	\$	\$	\$ 20,110	\$
SPECIAL REVENUE FUNDS				
Operations/Maintenance	\$	\$	\$	20,110
Total Special Revenue Funds	\$	\$	\$	20,110
DEBT SERVICE FUNDS				
	\$	\$	\$	\$
Total Debt Service Funds	\$	\$	\$	\$
CAPITAL PROJECTS FUNDS				
GO Bonds	\$ 1,000,000	\$	\$	\$
Special Assessment Lien Bonds	\$	\$	\$	\$
Total Capital Projects Funds	\$ 1,000,000	\$	\$	\$
TOTAL ALL FUNDS	\$ 1,000,000	\$	\$ 20,110	\$ 20,110

**Merrill Ranch Community Facilities District No. 2
Expenditures/Expenses by Fund
Fiscal Year 2019**

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2018	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2018	ACTUAL EXPENDITURES/ EXPENSES* 2018	BUDGETED EXPENDITURES/ EXPENSES 2019
SPECIAL REVENUE FUNDS				
Operations/Maintenance	\$ 52,561	\$	\$ 64,894	\$ 32,510
Total Special Revenue Funds	\$ 52,561	\$	\$ 64,894	\$ 32,510
DEBT SERVICE FUNDS				
Debt Service	\$ 871,887	\$	\$ 752,375	\$ 1,703,270
Total Debt Service Funds	\$ 871,887	\$	\$ 752,375	\$ 1,703,270
CAPITAL PROJECTS FUNDS				
Capital Projects	\$ 3,187,500	\$	\$ 1,268,591	\$ 2,552,590
Total Capital Projects Funds	\$ 3,187,500	\$	\$ 1,268,591	\$ 2,552,590
TOTAL ALL FUNDS	\$ 4,111,948	\$	\$ 2,085,860	\$ 4,288,370

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2 MINUTES

MINUTES OF THE MERRILL RANCH COMMUNITY FACILITY DISTRICT NO. 2 SPECIAL MEETING HELD ON MONDAY, MARCH 19, 2018, AT 6:00 P.M., IN THE FLORENCE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.

CALL TO ORDER

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

ROLL CALL:

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

NEW BUSINESS

Approval of the February 5, 2018 Merrill Ranch Community Facilities District No. 2 Special Meeting minutes.

On motion of Boardmember Guilin, seconded by Boardmember Anderson, and carried to approve the February 5, 2018 Merrill Ranch Community Facilities District No. 2 Special Meeting Minutes.

ADJOURNMENT

On motion of Boardmember Larsen, seconded by Boardmember Hawkins, and carried to adjourn the meeting.

Tara Walter, Chairman

ATTEST:

Lisa Garcia, District Clerk

I certify that the following is a true and correct copy of the minutes of the Joint Merrill Ranch Community Facilities District No. 2 Special Meeting held on March 19, 2018, and that the meeting was duly called to order and that a quorum was present.

Lisa Garcia, District Clerk



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 10a.

MEETING DATE: July 16, 2018

DEPARTMENT: Finance

STAFF PRESENTER: Joe Jarvis, Finance Director

SUBJECT: Truth in Taxation and Primary Property Tax Levy
Public Hearing

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

STRATEGIC PLAN REFERENCE:

- Community Vitality
- Economic Prosperity
- Leadership and Governance
- Partnership and Relationships
- Transportation and Infrastructure
- Statutory
- None

RECOMMENDED MOTION/ACTION:

Hold a public hearing to receive comments from the public on this subject.

BACKGROUND/DISCUSSION:

On an annual basis, the Town Council reviews the levy (revenue) and rate of the Town's primary property tax. If the primary property tax levy increases, then a Truth in Taxation hearing must be held. The decision must be made in accordance to Arizona Revised Statutes §42-17107.

Each year, the Town Council may choose to decrease, hold or increase the tax rate. The Council's decision and the assessed property values will determine the amount of revenue collected. It is important to note that there are clear restrictions within State Statutes that limit the amount that the Town can increase their levy by each year.

On June 18, 2018, the Town Council read Ordinance No. 660-18 for the first time. The Town Council will read it for a second time on July 30, 2018.

The Ordinance proposes to decrease the levy rate to \$1.1060 from \$1.1345. The rate will decrease, but the levy will increase to \$1,104,481. This is an increase of \$87,042 or 8.56% over the previous fiscal year.

ATTACHMENTS:

Truth in Taxation Public Hearing Notice

Town of Florence Property Rate to Decrease

The Mayor and Council of Florence will be adopting a lower tax rate. However, the overall levy amount will be increasing. The levy increase can be attributed to new construction within the Town and increased property values within the Town limits.

Some residents' primary property tax bill will go down, some will stay the same, and some may increase. The bill will be dependent upon the net assessed value of the residents' property.

The information in the accompanying "Truth in Taxation Hearing Notice" deals exclusively with Primary Property Taxes and is printed exactly as required by Arizona Revised Statutes § 42-17107. If you would like more information, please contact the Town of Florence Finance Department at (520) 868-7505.

EXHIBIT H


TRUTH IN TAXATION HEARING NOTICE OF TAX INCREASE

IN COMPLIANCE WITH SECTION 42-17107, ARIZONA REVISED STATUTES, THE CITY/TOWN OF FLORENCE IS NOTIFYING ITS PROPERTY TAXPAYERS OF FLORENCE'S (NAME OF CITY OR TOWN) INTENTION TO RAISE ITS PRIMARY PROPERTY TAXES OVER LAST YEAR'S LEVEL. FLORENCE (NAME OF CITY OR TOWN) IS PROPOSING AN INCREASE IN PRIMARY PROPERTY TAXES OF \$ 87.042 OR 8.56 %.

THE PROPOSED TAX INCREASE WILL CAUSE FLORENCE'S (NAME OF CITY OR TOWN) PRIMARY PROPERTY TAXES ON AN \$100,000 HOME TO INCREASE FROM \$ 113.45 (TOTAL TAXES THAT WOULD BE OWED WITHOUT THE PROPOSED TAX INCREASE) TO \$ 110.60 (TOTAL PROPOSED TAXES INCLUDING THE TAX INCREASE).

THIS PROPOSED INCREASE IS EXCLUSIVE OF INCREASED PRIMARY PROPERTY TAXES RECEIVED FROM NEW CONSTRUCTION. THE INCREASE IS ALSO EXCLUSIVE OF ANY CHANGES THAT MAY OCCUR FROM PROPERTY TAX LEVIES FOR VOTER APPROVED BONDED INDEBTEDNESS OR BUDGET AND TAX OVERRIDES.

ALL INTERESTED CITIZENS ARE INVITED TO ATTEND THE PUBLIC HEARING ON THE TAX INCREASE THAT IS SCHEDULED TO BE HELD 7-16-18 (DATE AND TIME) AT 775 N. MAIN ST. FLORENCE (LOCATION).

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 10b.
MEETING DATE: July 16, 2018 DEPARTMENT: Finance STAFF PRESENTER: Joe Jarvis, Finance Director SUBJECT: Public hearing on the final budget for Fiscal Year 2018-2019		<input type="checkbox"/> Action <input type="checkbox"/> Information Only <input checked="" type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Regulatory <input type="checkbox"/> 1 st Reading <input type="checkbox"/> 2 nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input checked="" type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Hold a public hearing to receive public comment on the final budget.

BACKGROUND/DISCUSSION:

Over the course of several months, staff, the Budget Committee, and the Town Council worked to develop the final budget. The Town Council approved a Tentative Budget on June 4, 2018, in the amount of \$43,036,848. Staff is now bringing forth the final budget for adoption.

A VOTE OF NO WOULD MEAN:

Not applicable; this item is to receive public input on the Fiscal Year 2018-2019 Budget before final approval.

A VOTE OF YES WOULD MEAN:

Not applicable; this item is to receive public input on the Fiscal Year 2018-2017 Budget before final approval.

FINANCIAL IMPACT:

The final budget for the Town of Florence is \$43,036,848.

ATTACHMENTS:

Attorney General Exhibit A-G for Fiscal Year 2018-2019 Final Budget

OFFICIAL BUDGET FORMS

Town of Florence

Fiscal Year 2019

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Schedule F—Expenditures/Expenses by Department (as applicable)

Schedule G—Full-Time Employees and Personnel Compensation

Town of Florence
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2019

Fiscal Year	S c h	FUNDS								
		General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	Total All Funds	
2018	Adopted/Adjusted Budgeted Expenditures/Expenses*	E	14,547,033	12,282,744	163,261	437,278	14,500	10,700,168	0	38,144,984
2018	Actual Expenditures/Expenses**	E	13,704,602	3,952,769	155,761	194,416	52,045	6,772,931	0	24,832,524
2019	Fund Balance/Net Position at July 1***		11,578,344	14,704,674	52,117	9,700,434	314,459	16,179,149	0	52,529,177
2019	Primary Property Tax Levy	B	1,104,481	0	0	0		0	0	1,104,481
2019	Secondary Property Tax Levy	B	0	0	0	0		0	0	0
2019	Estimated Revenues Other than Property Taxes	C	12,767,290	8,096,160	79,200	1,394,000	23,970	7,771,430	0	30,132,050
2019	Other Financing Sources	D	0	0	0	0	0	0	0	0
2019	Other Financing (Uses)	D	0	0	0	0	0	0	0	0
2019	Interfund Transfers In	D	1,391,780	0	69,750	0	0	0	0	1,461,530
2019	Interfund Transfers (Out)	D	0	366,590	0	184,540	0	910,400	0	1,461,530
2019	Reduction for Amounts Not Available:									
LESS:	Amounts for Future Debt Retirement:									0
										0
										0
										0
2019	Total Financial Resources Available		26,841,895	22,434,244	201,067	10,909,894	338,429	23,040,179	0	83,765,708
2019	Budgeted Expenditures/Expenses	E	15,185,620	13,255,695	164,025	1,477,638	12,900	12,940,970	0	43,036,848

EXPENDITURE LIMITATION COMPARISON

1. Budgeted expenditures/expenses
2. Add/subtract: estimated net reconciling items
3. Budgeted expenditures/expenses adjusted for reconciling items
4. Less: estimated exclusions
5. Amount subject to the expenditure limitation
6. EEC expenditure limitation

	2018	2019
1. Budgeted expenditures/expenses	\$ 38,144,984	\$ 43,036,848
2. Add/subtract: estimated net reconciling items	(4,400,000)	(4,400,000)
3. Budgeted expenditures/expenses adjusted for reconciling items	33,744,984	38,636,848
4. Less: estimated exclusions		
5. Amount subject to the expenditure limitation	\$ 33,744,984	\$ 38,636,848
6. EEC expenditure limitation	\$ 34,842,000	\$ 36,425,562

The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

- * Includes Expenditure/Expense Adjustments Approved in the current year from Schedule E.
- ** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.
- *** Amounts on this line represent Fund Balance/Net Position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

Town of Florence
Tax Levy and Tax Rate Information
Fiscal Year 2019

	2018	2019
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ 1,017,439	\$ 1,104,481
2. Amount received from primary property taxation in the current year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$	
3. Property tax levy amounts		
A. Primary property taxes	\$ 1,017,439	\$ 1,104,481
B. Secondary property taxes		
C. Total property tax levy amounts	\$ 1,017,439	\$ 1,104,481
4. Property taxes collected*		
A. Primary property taxes		
(1) Current year's levy	\$ 997,554	
(2) Prior years' levies		
(3) Total primary property taxes	\$ 997,554	
B. Secondary property taxes		
(1) Current year's levy	\$	
(2) Prior years' levies		
(3) Total secondary property taxes	\$	
C. Total property taxes collected	\$ 997,554	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	1.1345	1.1060
(2) Secondary property tax rate		
(3) Total city/town tax rate	1.1345	1.1060
B. Special assessment district tax rates		
Secondary property tax rates - As of the date the proposed budget was prepared, the city/town was operating <u>2</u> special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.		

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

**Town of Florence
Revenues Other Than Property Taxes
Fiscal Year 2019**

SOURCE OF REVENUES	ESTIMATED REVENUES 2018	ACTUAL REVENUES* 2018	ESTIMATED REVENUES 2019
GENERAL FUND			
Local taxes			
City Sales Tax	\$ 2,700,000	\$ 2,700,000	\$ 2,700,000
City Sales Food Tax	275,000	319,018	300,000
Licenses and permits			
Occupational Licenses	53,000	47,985	47,900
Building Permits	475,000	771,135	700,000
Other	1,500	640	1,000
Intergovernmental			
State-Shared Sales Tax	2,417,705	2,667,057	2,599,550
State-Shared Income Tax	3,192,630	3,192,630	3,157,450
Vehicle License Tax	1,440,710	1,525,127	1,568,630
Salt River Lien Tax	50	31	50
Charges for services			
Franchise Fees	589,000	596,406	584,640
Engineering Inspection Fees	79,100	71,270	63,800
Civil Engineering Fees	55,000	108,510	80,000
Community Development	174,060	189,842	171,060
Cemetery Fees	13,600	21,766	17,100
Police Fees	25,950	53,893	28,050
Parks & Recreation Fees	128,400	165,994	146,300
Fire Safety Fees	45,300	65,041	48,270
Library Fees	6,000	6,885	5,300
Senior Center Fees	20,650	18,465	15,900
Other	139,330	136,904	250,470
Fines and forfeits			
Fines and Forfeitures	166,100	174,191	172,000
Interest on investments			
Interest Earnings	100,000	62,620	70,000
Miscellaneous			
Other	39,450	129,575	34,320
Downtown Redevelopment	1,500	2,797	1,500
Government Access Channel	7,000	4,141	4,000
Total General Fund	\$ 12,146,035	\$ 13,031,923	\$ 12,767,290

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Town of Florence
Revenues Other Than Property Taxes
Fiscal Year 2019

SOURCE OF REVENUES	ESTIMATED REVENUES 2018	ACTUAL REVENUES* 2018	ESTIMATED REVENUES 2019
SPECIAL REVENUE FUNDS			
Highway Users Revenue	\$ 2,000,451	\$ 2,036,901	\$ 2,063,530
Transportation Excise Tax	1,006,431	1,184,064	1,100,000
Other	123,124	71,928	74,780
TOTAL STREETS FUND	\$ 3,130,006	\$ 3,292,893	\$ 3,238,310
City Sales Food Tax Interest Earnings	\$ 1,700	\$ 3,115	\$ 1,700
TOTAL FOOD TAX FUND	\$ 1,700	\$ 3,115	\$ 1,700
Grant Revenue	\$ 3,968,630	\$ 246,875	\$ 4,378,080
TOTAL GRANT FUND	\$ 3,968,630	\$ 246,875	\$ 4,378,080
Interest Earnings	\$ 7,349	\$ 2,662	\$ 5,400
TOTAL STREETLIGHT IMPR DIST FUNDS	\$ 7,349	\$ 2,662	\$ 5,400
Sanitation Impact Fee Fund	\$ 408	\$ 259	\$ 400
Transportation Impact Fee Fund	122,119	143,584	143,500
Police Services Impact Fee Fund	103,775	125,190	117,900
Fire Services Impact Fee Fund	106,727	124,753	100,700
Parks Services Impact Fee Fund	5,911	7,791	5,000
Library Services Impact Fee Fund	33,744	40,921	36,800
Water Utility Impact Fee Fund	9,000	2,692	
Sewer Utility Impact Fee Fund	16,254	3,273	3,200
North Water Utility Impact Fee Fund	121	53	100
North Sewer Utility Impact Fee Fund	100	67	100
TOTAL DEVELOPMENT IMPACT FEE FUNDS	\$ 398,159	\$ 448,583	\$ 407,700
Judicial Collections Enhancement Fund	\$ 2,757	\$ 2,650	\$ 2,650
Fill-the-Gap Fund	1,031	2,218	2,220
Southwest Gas Capital Expenditure Fund	50,000	50,000	50,000
Impound Fee Fund	8,300	10,402	10,100
TOTAL OTHER SPECIAL REVENUE FUNDS	\$ 62,088	\$ 65,270	\$ 64,970
Total Special Revenue Funds	\$ 7,567,932	\$ 4,059,398	\$ 8,096,160

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

**Town of Florence
Revenues Other Than Property Taxes
Fiscal Year 2019**

SOURCE OF REVENUES	ESTIMATED REVENUES 2018	ACTUAL REVENUES* 2018	ESTIMATED REVENUES 2019
DEBT SERVICE FUNDS			
Utility Improvement District #1 Fund	\$ 50,286	\$ 53,010	\$ 79,200
TOTAL	\$ 50,286	\$ 53,010	\$ 79,200
Total Debt Service Funds	\$ 50,286	\$ 53,010	\$ 79,200
CAPITAL PROJECTS FUNDS			
City Sales Tax (private construction)	\$ 1,226,441	\$ 1,516,265	\$ 1,200,000
Interest Earnings		23,833	30,000
TOTAL CAPITAL PROJECTS FUND	\$ 1,226,441	\$ 1,540,098	\$ 1,230,000
City Sales Tax (government construction)	\$ 130,000	\$ 131,826	\$ 130,000
Interest Earnings	30,253	17,452	30,000
Miscellaneous Revenue	5,204		1,000
TOTAL CONSTRUCTION TAX FUND	\$ 165,457	\$ 149,278	\$ 161,000
Interest Earnings	\$ 5,112	\$ 2,215	\$ 3,000
TOTAL ECONOMIC DEVELOPMENT FUND	\$ 5,112	\$ 2,215	\$ 3,000
Total Capital Projects Funds	\$ 1,397,010	\$ 1,691,591	\$ 1,394,000
* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.			
PERMANENT FUNDS			
Firefighters' Pension Fund (fiduciary fund)	\$ 8,400	\$ 15,506	\$ 17,000
Interest Earnings	2,290	6,970	6,970
TOTAL FIREFIGHTERS' PENSION FUND	\$ 10,690	\$ 22,476	\$ 23,970
Total Permanent Funds	\$ 10,690	\$ 22,476	\$ 23,970

**Town of Florence
Revenues Other Than Property Taxes
Fiscal Year 2019**

SOURCE OF REVENUES	ESTIMATED REVENUES 2018	ACTUAL REVENUES* 2018	ESTIMATED REVENUES 2019
ENTERPRISE FUNDS			
Water Utility Fees	\$ 2,743,062	\$ 3,027,022	\$ 2,997,900
Other	71,602	60,534	47,180
TOTAL WATER UTILITY FUND	\$ 2,814,664	\$ 3,087,556	\$ 3,045,080
Wastewater Utility Fees	\$ 3,952,512	\$ 3,547,758	\$ 3,802,850
Other	92,322	76,312	58,800
TOTAL SEWER UTILITY FUND	\$ 4,044,834	\$ 3,624,070	\$ 3,861,650
Sanitation Services Fees	\$ 756,037	\$ 854,773	\$ 854,700
Other	18,241	30,366	10,000
TOTAL SANITATION UTILITY FUND	\$ 774,278	\$ 885,139	\$ 864,700
Total Enterprise Funds	\$ 7,633,776	\$ 7,596,765	\$ 7,771,430
INTERNAL SERVICE FUNDS			
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
Total Internal Service Funds	\$ _____	\$ _____	\$ _____
TOTAL ALL FUNDS	\$ 28,805,729	\$ 26,455,163	\$ 30,132,050

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Town of Florence
Other Financing Sources/<Uses> and Interfund Transfers
Fiscal Year 2019

FUND	OTHER FINANCING 2019		INTERFUND TRANSFERS 2019	
	SOURCES	<USES>	IN	<OUT>
GENERAL FUND				
Capital Projects Fund	\$	\$	\$ 114,790	\$
Streets Fund			283,310	
Streetlight Improvement District Funds			780	
Water Utility Fund			413,770	
Wastewater Utility Fund			447,270	
Sanitation Fund			49,360	
Impact Fee Funds			77,500	
Other Revenue Funds			5,000	
Total General Fund	\$	\$	\$ 1,391,780	\$
SPECIAL REVENUE FUNDS				
Streets Fund	\$	\$	\$	\$ 283,310
Streetlight Improvement District Funds				780
Other Special Revenue Funds				5,000
Impact Fee Funds				77,500
Total Special Revenue Funds	\$	\$	\$	\$ 366,590
DEBT SERVICE FUNDS				
Debt Service Fund	\$	\$	\$ 69,750	\$
Total Debt Service Funds	\$	\$	\$ 69,750	\$
CAPITAL PROJECTS FUNDS				
Capital for the General Fund	\$	\$	\$	\$ 114,790
Capital for Debt Service Fund				69,750
Total Capital Projects Funds	\$	\$	\$	\$ 184,540
PERMANENT FUNDS				
Total Permanent Funds	\$	\$	\$	\$
ENTERPRISE FUNDS				
Water Utility Fund	\$	\$	\$	\$ 413,770
Wastewater Utility Fund				447,270
Sanitation Utility Fund				49,360
Total Enterprise Funds	\$	\$	\$	\$ 910,400
INTERNAL SERVICE FUNDS				
Total Internal Service Funds	\$	\$	\$	\$
TOTAL ALL FUNDS	\$	\$	\$ 1,461,530	\$ 1,461,530

**Town of Florence
Expenditures/Expenses by Fund
Fiscal Year 2019**

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2018	EXPENDITURE/ ADJUSTMENTS APPROVED 2018	ACTUAL EXPENDITURES/ EXPENSES* 2018	BUDGETED EXPENDITURES/ EXPENSES 2019
GENERAL FUND				
Administration	\$ 3,994,482	\$	\$ 3,780,081	\$ 4,140,070
Police	3,974,134		3,658,346	3,827,250
Fire	3,042,730		3,064,740	3,316,960
Community Services	2,274,070		2,248,747	2,487,300
Development Services	1,261,617		952,688	1,414,040
Total General Fund	\$ 14,547,033	\$	\$ 13,704,602	\$ 15,185,620
SPECIAL REVENUE FUNDS				
Streets Fund	\$ 7,575,949	\$	\$ 3,486,048	\$ 7,966,495
Grants	3,971,547		246,275	4,378,080
Streetlight Improvement Districts	74,800		96,109	79,420
Judicial Collections Enhancemen	5,000		5,000	5,000
Fill-the-Gap	698		698	700
Southwest Gas Capital Exp	50,000		50,000	50,000
Impound	1,000		1,000	1,000
Development Impact Funds	603,750		67,639	775,000
Total Special Revenue Funds	\$ 12,282,744	\$	\$ 3,952,769	\$ 13,255,695
DEBT SERVICE FUNDS				
Debt Service	\$ 69,748	\$	\$ 69,748	\$ 69,750
Utility Improvement District #1	93,513		86,013	94,275
Total Debt Service Funds	\$ 163,261	\$	\$ 155,761	\$ 164,025
CAPITAL PROJECTS FUNDS				
General Capital Fund	\$ 417,278	\$	\$ 194,416	\$ 1,457,638
Econ Dev Capital Projects	20,000			20,000
Total Capital Projects Funds	\$ 437,278	\$	\$ 194,416	\$ 1,477,638
PERMANENT FUNDS				
Firefighters' Pension (Fiduciar)	\$ 14,500	\$	\$ 52,045	\$ 12,900
Total Permanent Funds	\$ 14,500	\$	\$ 52,045	\$ 12,900
ENTERPRISE FUNDS				
Water Utility	\$ 5,123,036	\$	\$ 2,597,259	\$ 4,276,360
Wastewater Utility	4,659,499		3,289,970	7,823,320
Sanitation	917,633		885,702	841,290
Total Enterprise Funds	\$ 10,700,168	\$	\$ 6,772,931	\$ 12,940,970
INTERNAL SERVICE FUNDS				
Total Internal Service Funds	\$	\$	\$	\$
TOTAL ALL FUNDS	\$ 38,144,984	\$	\$ 24,832,524	\$ 43,036,848

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.


**Town of Florence
Expenditures/Expenses by Department
Fiscal Year 2019**

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2018	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2018	ACTUAL EXPENDITURES/ EXPENSES* 2018	BUDGETED EXPENDITURES/ EXPENSES 2019
GENERAL FUND				
Council	\$ 95,747	\$	\$ 93,890	\$ 151,680
Administration	637,481		626,556	636,420
Municipal Court	198,606		198,450	221,590
Legal	473,844		698,489	339,210
Finance	676,281		657,513	811,290
Human Resources	246,472		245,304	255,900
Information Technology	391,974		436,134	489,120
General Government	1,139,582		692,992	1,095,030
Economic Development	134,495		130,753	139,830
Police Administration	498,114		474,359	432,140
Police Support	887,342		692,637	837,440
Police Volunteer Program	12,800		12,222	12,300
Police Operations	2,575,878		2,479,128	2,545,370
Fire Administration	473,580		476,911	519,960
Fire Station 1	1,387,699		1,397,542	1,502,920
Fire Station 2	1,181,451		1,190,287	1,294,080
Fitness Center	90,345		91,832	93,510
Community Services Admin	238,308		236,950	234,310
Parks Maintenance	522,968		521,619	544,950
Community Center	73,000		68,212	76,700
Aquatics	269,448		262,232	284,380
Programs	414,382		401,720	477,050
Special Events	127,596		127,561	149,020
Seniors	265,455		268,015	301,990
Library	272,568		270,606	325,390
Planning				232,940
Building Safety	595,580		431,809	396,440
Engineering	140,130		68,219	149,260
Facility Maintenance	517,007		446,002	473,890
Cemetery	8,900		6,658	8,900
Fleet				152,610
Department Total	\$ 14,547,033	\$	\$ 13,704,602	\$ 15,185,620
	\$	\$	\$	\$
Department Total	\$	\$	\$	\$

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

**Town of Florence
Full-Time Employees and Personnel Compensation
Fiscal Year 2019**

FUND	Full-Time Equivalent (FTE) 2019	Employee Salaries and Hourly Costs 2019	Retirement Costs 2019	Healthcare Costs 2019	Other Benefit Costs 2019	Total Estimated Personnel Compensation 2019
GENERAL FUND	126	\$ 7,169,752	\$ 961,193	\$ 1,966,374	\$ 191,537	\$ 10,288,856
SPECIAL REVENUE FUNDS						
Streets Fund	19	\$ 709,776	\$ 76,747	\$ 220,774	\$ 38,858	\$ 1,046,155
Total Special Revenue Funds	19	\$ 709,776	\$ 76,747	\$ 220,774	\$ 38,858	\$ 1,046,155
ENTERPRISE FUNDS						
Water Utility	6	\$ 510,402	\$ 55,189	\$ 118,043	\$ 16,876	\$ 700,510
Wastewater Utility	5	442,875	47,888	135,032	12,566	638,361
Sanitation	1	36,029	3,896	9,828	1,104	50,857
Total Enterprise Funds	12	\$ 989,306	\$ 106,973	\$ 262,903	\$ 30,546	\$ 1,389,728
TOTAL ALL FUNDS	157	\$ 8,868,834	\$ 1,144,913	\$ 2,450,051	\$ 260,941	\$ 12,724,739

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 10c.
MEETING DATE: July 16, 2018 DEPARTMENT: Administration STAFF PRESENTER: Lisa Garcia, Deputy Town Manager/ Town Clerk SUBJECT: Public Hearing and action on Samir Shilaimon Kasha, Pinal Food Market, LLC Liquor License Application		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input checked="" type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input checked="" type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnerships and Relationships <input type="checkbox"/> Transportation and Infrastructure <input checked="" type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

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.

BACKGROUND/DISCUSSION:

Samir Shilaimon Kasha, Pinal Food Market, LLC, filed an application for an Agent Change – Acquisition-Control, with the Arizona Department of Liquor License and Control, on June 5, 2018.

The Town Clerk’s Office posted the Notice of Public Hearing on June 25, 2018, at said location in accordance with statutory requirements. Management has been notified of the July 16, 2018 public hearing.

No written communication has been received by the Town regarding this application.

A VOTE OF NO WOULD MEAN:

A recommendation against said application would be forwarded to the Arizona Department of Liquor License and Control.

A VOTE OF YES WOULD MEAN:

A recommendation for approval of said application would be forwarded to the Arizona Department of Liquor License and Control.

FINANCIAL IMPACT:

None

ATTACHMENTS:

Application
Affidavit of Posting
Local Governing Body Recommendation



18 JUN 5 10:41 AM '05

State of Arizona
Department of Liquor Licenses and Control
800 W. Washington 5th Floor
Phoenix, AZ 85007
(602) 542-5141

DLLC USE ONLY
Date Processed: 6-5-18
CSR: C.A.
60th Day: 8-4-18

APPLICATION FOR AGENT CHANGE - ACQUISITION OF CONTROL - RESTRUCTURE

22481

NOTE: 1) The fee for an agent change MUST be submitted with this application: \$100.00 for the first application and \$50.00 for each additional application, not to exceed \$1,000.00. (A.R.S. 4-209.H) NOTE 2) the \$100.00 fee for restructure/acquisition of control MUST be submitted with this application. (A.R.S. 4-209.A)

SECTION 1

Check the appropriate boxes

Agent Change Complete Sections 1,2,3,4,5 & 7
Acquisition of Control Complete Sections 1,2, 3 & 7
Restructure Complete Sections 1,2,3,6 & 7

SECTION 2

(COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

1. Name: KASHA SAMIR SHILAIMON 09110049
2. Owner Name: PINAL FOOD MARKET, L.L.C. Corp File #: L12801506
3. Business Name: PINAL FOOD MARKET Email: PINALFOODMARKET@GMAIL.COM
4. Business Location Address: 90 N Main St Florence PINAL 85132
5. Is the Business located within the incorporated limits of the above City or Town? Yes No
6. Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation? Yes No
7. Mailing Address: 90 N Main St Florence AZ 85132
8. Business Phone: (520) 868 5703 Daytime Contact Phone (602) 799-0027
9. Does this transaction involve the sale of any portion of the percentage of ownership or corporate stock? Yes No
10. Has there been any change of Controlling Persons? Yes No

SECTION 3

(COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

Each new person listed in section III must submit a questionnaire (form LIC0101) and a Department approved fingerprint card which may be obtained at the Department of Liquor. A Controlling Person already disclosed to the Department is not required to submit a questionnaire.

1. List all Controlling Persons to be disclosed, current and new.

Table with columns: New, Last, First, Middle, Title, Address, City, State, Zip. Rows include KASHA SAMIR SHILAIMON, HIRMIZ NAZAR YOUSIF, and HERMIZ MOUAYAD.

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

2. List stockholders, percentage owners and/or Controlling Members owning 10% or more

Table with columns: New, Last, First, Middle, % Owned, Address, City, State, Zip. Rows include KASHA SAMIR SHILAIMON, HIRMIZ NAZAR YOUSIF, and HERMIZ MOUAYAD.

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

If the ownership is owned by another entity, ATTACH AN OWNERSHIP FLOWCHART SHOWING THE OFFICERS, MEMBERS, CONTROLLING PERSON AND 10% OR MORE OWNERS FOR THE ENTITIES. Attach additional sheets as necessary in order to disclose all persons.

SECTION 4

(COMPLETE THIS SECTION FOR AGENT CHANGE)

1. As an Agent, will you be physically present and operating the licensed premise? Yes No

If you answered YES, you must provide a copy of your Basic and Management Training Certificate obtained from a Department approved Liquor Law training provider BEFORE YOUR APPLICATION FOR AGENT ACQUISITION OF CONTROL OR RESTRUCTURE CAN BE SUBMITTED. If you answered NO, go to question 2.

2. Is there a current Manager at this license premises disclosed to the Department with the current Basic and Management Training Certificate? Yes No

If yes, Name of current Manager: _____
Last First Middle

Basic Training Yes No

Management Training Yes No

If "NO" for 1 and 2, a Manager with a current Basic and Management Training Certificate obtained from a Department approved Liquor Law training provider must be submitted within 30 days after filing the application for Agent Change, Acquisition of Control or Restructure.

SECTION 5

(COMPLETE THIS SECTION FOR AGENT CHANGE)

To be completed by the INDIVIDUAL OR EXISTING AGENT OR CORPORATE OFFICER OR L.L.C. CONTROLLING MEMBER:

1. License # _____

2. Current Agent Name: _____
(Exactly as it appears on license) Last First Middle

I, (Print full name) _____ hereby consent to the appointment of Agent for this license. I agree to immediately assign a new Agent in the event that I am unable to discharge the duties of Agent for this license. I have not been convicted of a felony in the last five (5) years.

X _____
(Controlling Person/Existing Agent)

State of _____ County of _____
The foregoing instrument was acknowledged before me this

My commission expires on: _____

_____ of _____
Day Month Year

Signature of NOTARY PUBLIC

SECTION 6

(COMPLETE THIS SECTION FOR RESTRUCTURE)

Is there more than one licensed premises involved? YES NO

If YES, SEPARATE APPLICATIONS must be filed and fees paid for each license/location.

Type of current ownership:

Type of new ownership:

- J.T.W.R.O.S.
- INDIVIDUAL
- PARTNERSHIP
- CORPORATION
- LIMITED LIABILITY CO.
- MANAGEMENT CO.
- TRIBE
- TRUST
- OTHER (Explain) _____

- J.T.W.R.O.S.
- INDIVIDUAL
- PARTNERSHIP
- CORPORATION
- LIMITED LIABILITY CO.
- MANAGEMENT CO.
- TRIBE
- TRUST
- OTHER (Explain) _____

SECTION 7

(COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

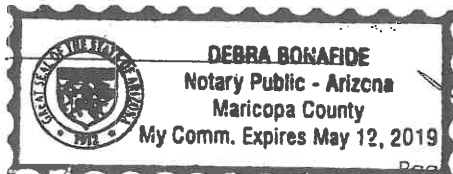
To be completed by Controlling Person or existing Agent (if no agent changes) OR NEW Agent if applying for Agent change as listed in Section 2 Question 1.

I, (Print full name) SAMIR SHILALIMOV KASHA hereby declare that I am the APPLICANT filing this application. I have read the application and the contents and all statements are true, correct and complete.

X _____
(Controlling Person/Existing Agent)

State of Az County of Maricopa
The foregoing instrument was acknowledged before me this

My commission expires on: _____



_____ of June 2018
Day Month Year
Signature of NOTARY PUBLIC



Arizona Department of Liquor Licenses and Control
 800 W Washington 5th Floor
 Phoenix, AZ 85007-2934
 www.azliquor.gov
 (602) 542-5141

AFFIDAVIT OF POSTING

Date of Posting: June 25, 2018 Date of Posting Removal: _____

Applicant's Name: Kasha Samir Shikaiman
Last First Middle

Business Name: Pinal Food Market, L.L.C.

Business Address: 90 N. Main Street Florence 85132
Street City Zip

License #: 09110049

I hereby certify that pursuant to A.R.S. 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

Print Name of City/County Official Title Phone Number

Signature Date Signed

Return this affidavit with your recommendations (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents. If you have any questions please call (602) 542-5141 and ask for the Licensing Division.



Arizona Department of Liquor Licenses and Control
 800 W Washington 5th Floor
 Phoenix, AZ 85007-2934
 www.azliquor.gov
 (602) 542-5141

Local Governing Body Recommendation
A.R.S. § 4-201(C)

1. City or Town of: Florence Liquor License Application #: 09110049
(Circle one) (Arizona application #)

2. County of: Pinal City/Town/County #: Florence

3. If licensed establishment will operate within an "entertainment district" as described in A.R.S. §4-207(D)(2),

_____ (Name of entertainment district) _____ (Date of resolution to create the entertainment district)

A boundary map of entertainment district must be attached.

4. The Florence Town Council at a Regular meeting held on the 16 of July, 2018 considered the application of Samir Shilaimon Kasha
(Governing body) (Regular or special) (Day)
(Month) (Year) (Name of applicant)

for a license to sell spirituous liquor at the premises described in application 09110049
(Arizona liquor license application #)

for the license series #: type 10 beer & wine as provided by A.R.S §4-201.
(i.e.: series #10: beer & wine store)

ORDER OF APPROVAL/DISAPPROVAL

IT IS THEREFORE ORDERED that the license APPLICATION OF _____
(Name of applicant)

to sell spirituous liquor of the class and in the manner designated in the application, is hereby recommended

for _____
(Approval, disapproval, or no recommendation)


TRANSMISSION OF ORDER TO STATE

IT IS FURTHER ORDERED that a certified copy of this order be immediately transmitted to the State Department of Liquor, License Division, 800 W Washington, 5th Floor, Phoenix, Arizona.

Dated at _____ on _____, _____, _____
(Location) (Day) (Month) (Year)

(Printed name of city, town or county clerk)

(Signature of city, town or county clerk)

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 10d.
MEETING DATE: July 16, 2018 DEPARTMENT: Administration STAFF PRESENTER: Brent Billingsley, Town Manager SUBJECT: Presentation by All Aboard Arizona and Acceptance of a Letter of Support		<input type="checkbox"/> Action <input checked="" type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1 st Reading <input type="checkbox"/> 2 nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input checked="" type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

None; for information only.

BACKGROUND/DISCUSSION:

All Aboard Arizona is a non-profit group that advocates for passenger rail service throughout Arizona. The mission of All Aboard Arizona is to educate, advocate and support grass roots, executive and legislative actions necessary to build rail passenger intercity and regional services serving all of Arizona. The group has supported commuter rail service for the Phoenix area, and regional service between Phoenix and Tucson. They also support daily Amtrak service through Southern Arizona. Tony Trifiletti, Executive Director of All Aboard Arizona, the Town issued the attached letter of support on July 5, 2018 for a Local Coalition Grant application.

A VOTE OF NO WOULD MEAN:

Not applicable

A VOTE OF YES WOULD MEAN:

Not applicable

FINANCIAL IMPACT:

None

ATTACHMENTS:

Letter of Support from the Town of Florence
Presentation

Town of Florence

PO Box 2670
775 North Main Street
Florence, Arizona 85132

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TOWN SERVICES

Building Safety
868-7556

Development Services
868-7575

Finance
868-7624

Fire
868-7609

Grants
868-7549

Human Resources
868-7553

Library
868-8311

Municipal Court
868-7514

Community Services
868-7589

Police
868-7681

Public Works
868-7620

Senior Center
868-7622

Town Attorney
868-7557

Utility Billing
868-7680

July 5, 2018

To Whom It May Concern:

RE: All Aboard Arizona's request for a Local Coalition Grant

The Town of Florence is providing this Letter of Support for the Local Coalition Grant application from All Aboard Arizona. All Aboard Arizona is a 501(c)(3) advocacy group for passenger rail service whose mission is generating actions that result in building rail passenger, intercity, and regional rail service throughout Arizona. Our mission, as a town, is to provide a safe, diverse, family-friendly community in which to live, work and play. Florence strives for economic and environmental sustainability while protecting and promoting our unique history and culture. In fact, one of the objectives in the Town Council's Strategic Plan is to consider multi-modal transportation options in the maintenance of existing infrastructure and the development of new infrastructure. This multi-modal vision includes rail connectivity to Florence. All Aboard Arizona shares that vision and has the passion needed to fulfill this part of our mission as well.

Arizona is at a critical juncture in considering the number one rail priority in Arizona, establishing daily rail passenger service between Phoenix and Tucson, whose metro areas encompass over 80% of the entire state's population. The impact of that potential project can now be multiplied by linking to the, now successful, light rail systems in both cities.

All Aboard Arizona has secured an experienced full time representative, has quadrupled their membership in the last 12 months, and establishing a pro-active presence in both social media and public relations.

The Town of Florence supports enhanced rail connectivity and believes that All Aboard Arizona's application represents an enhancement over traditional methods.

Thank you for your consideration of this request.

Tara Walter
Mayor

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, 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. But 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 20-year buildout and \$6 billion cost.

Conventional passenger railcars can be purchased from Siemens 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 Siemens 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, 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?

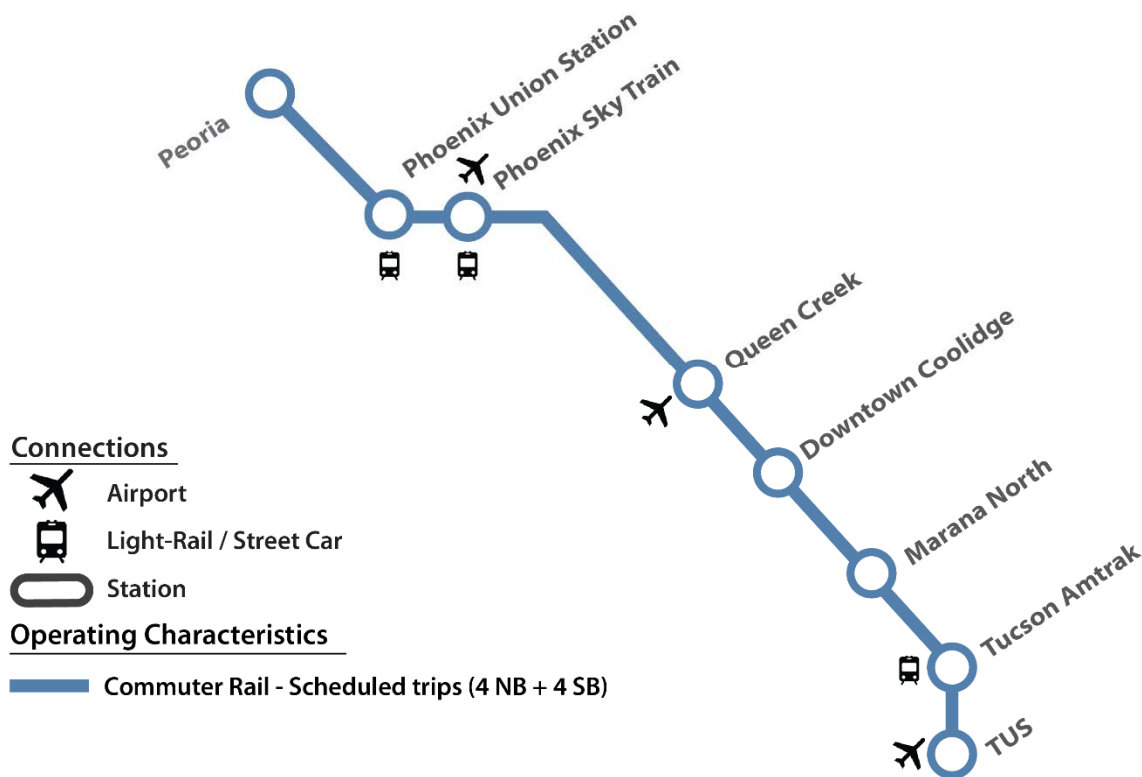
- Air travel? It's time consuming, inflexible, and air fares can be prohibitive. A standard coach ticket for Phoenix-Tucson can range from \$250 to over \$1000, even with a change of planes at an out-of-the-way hub like Denver (*cf.* Expedia). Sandstorms close airports, and ground planes and passengers.
- Highway safety? I-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.
- But trains can handle sandstorms as long as the block signals are visible.
- 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



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.



Siemens is producing passenger railcars for Caltrans and Florida's Brightline at its Sacramento facility.

The interiors feature Wi-Fi, electric outlets for each seat and bicycle racks.

A SIEMANS SOLUTION

- 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.
- Siemens 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&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 I-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

- 1. 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.

- 2. Fund and finish the 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.

- 3. Explore the purchase of Siemens equipment from its Sacramento factory.** Florida has piggybacked on the California order, and Arizona could follow.

- 4. 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.



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 10e.

MEETING DATE: July 16, 2018

DEPARTMENT: Finance

STAFF PRESENTER: Joe Jarvis, Finance Director

SUBJECT: Presentation by Greg Swartz with Piper Jaffray & Co.

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

STRATEGIC PLAN REFERENCE:

- Community Vitality
- Economic Prosperity
- Leadership and Governance
- Partnership and Relationships
- Transportation and Infrastructure
- Statutory
- None

RECOMMENDED MOTION/ACTION:

This is an informational presentation.

BACKGROUND/DISCUSSION:

Following a competitive procurement process, the Town Council awarded a contract to Piper Jaffray & Co., on June 5, 2017. Piper Jaffray was contracted to operate as the Town's Financial Advisor.

As a Financial Advisor, Piper Jaffray & Co. has and will provide guidance for infrastructure financing through State programs, Federal programs, public sale, limited offering, limited placement, debt management, preparing of official statements, and other related services.

Over the last year, Piper Jaffray & Co. has advised the Town in its application to the Water Infrastructure Finance Authority (WIFA) of Arizona for funding water and wastewater projects. Recently, Piper Jaffray & Co. has responded to requests from staff to assist in planning and budgeting for the Community Facilities Districts.

According to the best practices of the Government Finance Officers Association, the Town should utilize a Financial Advisor for debt and finance management that is independent from other the advisors the Town uses for debt and finance transactions such as general obligation bonds.

A VOTE OF NO WOULD MEAN:

No vote is requested.

A VOTE OF YES WOULD MEAN:


No vote is requested.

FINANCIAL IMPACT:

Similar to the Town's other advisors, Piper Jaffray & Co. is compensated only when debt is issued or financial transactions occur.

ATTACHMENTS:

None

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 10f.
MEETING DATE: July 16, 2018 DEPARTMENT: Administration STAFF PRESENTER: Brent Billingsley, Town Manager SUBJECT: Innovation Pavilion and Subex Presentation		<input type="checkbox"/> Action <input checked="" type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <ul style="list-style-type: none"> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input checked="" type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

None; for information only.

BACKGROUND/DISCUSSION:

Kitty Kolding, CEO of Innovation Pavilion, will give a presentation on the SMART Cities partnerships they have developed to assist communities with the efficient use of technology. Preetham Naik, Director of IoT Solutions, for Subex, will give an overview of Subex and the cybersecurity services they will provide to the Town of Florence. Subex is one of Innovation Pavilion’s corporate partners that delivers cybersecurity monitoring solutions for its customers worldwide. The presentation will include information about upcoming cybersecurity and other events.

A VOTE OF NO WOULD MEAN:

Not applicable

A VOTE OF YES WOULD MEAN:


Not applicable

FINANCIAL IMPACT:

Not applicable

ATTACHMENTS:

None

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 11a.
MEETING DATE: July 16, 2018 DEPARTMENT: Finance STAFF PRESENTER: Joe Jarvis, Finance Director SUBJECT: Public hearing and Resolution No. 1667-18: Final Budget for Fiscal Year 2018-2019		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input checked="" type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input checked="" type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Open a public hearing to receive public comment on the final budget.

Adoption of Resolution No. 1667-18: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ADOPTING THE BUDGET FOR THE FISCAL YEAR 2018-2019.

BACKGROUND/DISCUSSION:

Over the course of several months, staff, the Budget Committee, and the Town Council worked to develop the final budget. The Town Council approved a Tentative Budget on June 4, 2018, in the amount of \$43,036,848. Staff is now bringing forth the final budget for adoption.

A VOTE OF NO WOULD MEAN:

Staff would seek direction from the Town Council on their requested next steps.

A VOTE OF YES WOULD MEAN:

Adoption of Resolution No. 1667-18 and the Final Budget for FY 2018-2019 would be approved.

FINANCIAL IMPACT:

The Final Budget for the Town of Florence is \$43,036,848.

ATTACHMENTS:

Resolution No. 1667-18

Attorney General Exhibit A-G for Fiscal Year 2018-2019 Final Budget

RESOLUTION NO. 1667-18

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ADOPTING THE BUDGET FOR THE FISCAL YEAR 2018-2019.

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

WHEREAS, in accordance with the provisions of A.R.S. Title 42, Sections 17101, 17102, 17103, 17104, and 17105, the Town Council did, on July 16, 2018, make an estimate of the different amounts required to meet the public expenditures for the ensuing year, also an estimate of revenue from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property of the Town of Florence; and

WHEREAS, in accordance with said sections of said title, and following due public notice, the Council met on July 16, 2018, at which meeting any taxpayer was privileged to appear and be heard in favor of or against any of the proposed expenditures of tax levies; and

WHEREAS, it appears that publication has been duly made as required by law, of said estimates together with a notice that the Town Council would meet on July 16, 2018, at the office of the Council for the purpose of hearing taxpayers and making tax levies as set forth in said estimates; and

WHEREAS, it appears that the sum to be raised by taxation, as specified therein, does not, in the aggregate amount, exceed that amount as computed pursuant to A.R.S. §42-17051.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Mayor and Council of the Town of Florence, Arizona, that the said estimates of revenue and expenditures shown on the accompanying exhibit, marked as Exhibit A, as now increased, reduced, or changed are hereby adopted as the budget of the Town of Florence, Arizona, for the Fiscal Year 2018-2019.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, this 16th day of July 2018.

Tara Walter, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

OFFICIAL BUDGET FORMS

Town of Florence

Fiscal Year 2019

Town of Florence
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Fiscal Year 2019

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Schedule B—Tax Levy and Tax Rate Information

Schedule C—Revenues Other Than Property Taxes

Schedule D—Other Financing Sources/<Uses> and Interfund Transfers

Schedule E—Expenditures/Expenses by Fund

Schedule F—Expenditures/Expenses by Department (as applicable)

Schedule G—Full-Time Employees and Personnel Compensation

Town of Florence
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2019

Fiscal Year	S c h	FUNDS							
		General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	Total All Funds
2018	E	14,547,033	12,282,744	163,261	437,278	14,500	10,700,168	0	38,144,984
2018	E	13,704,602	3,952,769	155,761	194,416	52,045	6,772,931	0	24,832,524
2019		11,578,344	14,704,674	52,117	9,700,434	314,459	16,179,149	0	52,529,177
2019	B	1,104,481	0	0	0		0	0	1,104,481
2019	B	0	0	0	0		0	0	0
2019	C	12,767,290	8,096,160	79,200	1,394,000	23,970	7,771,430	0	30,132,050
2019	D	0	0	0	0	0	0	0	0
2019	D	0	0	0	0	0	0	0	0
2019	D	1,391,780	0	69,750	0	0	0	0	1,461,530
2019	D	0	366,590	0	184,540	0	910,400	0	1,461,530
2019									
LESS:									0
									0
									0
									0
2019		26,841,895	22,434,244	201,067	10,909,894	338,429	23,040,179	0	83,765,708
2019	E	15,185,620	13,255,695	164,025	1,477,638	12,900	12,940,970	0	43,036,848

EXPENDITURE LIMITATION COMPARISON

1. Budgeted expenditures/expenses
2. Add/subtract: estimated net reconciling items
3. Budgeted expenditures/expenses adjusted for reconciling items
4. Less: estimated exclusions
5. Amount subject to the expenditure limitation
6. EEC expenditure limitation

	2018	2019
1. Budgeted expenditures/expenses	\$ 38,144,984	\$ 43,036,848
2. Add/subtract: estimated net reconciling items	(4,400,000)	(4,400,000)
3. Budgeted expenditures/expenses adjusted for reconciling items	33,744,984	38,636,848
4. Less: estimated exclusions		
5. Amount subject to the expenditure limitation	\$ 33,744,984	\$ 38,636,848
6. EEC expenditure limitation	\$ 34,842,000	\$ 36,425,562

The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

- * Includes Expenditure/Expense Adjustments Approved in the current year from Schedule E.
- ** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.
- *** Amounts on this line represent Fund Balance/Net Position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

Town of Florence
Tax Levy and Tax Rate Information
Fiscal Year 2019

	2018	2019
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ <u>1,017,439</u>	\$ <u>1,104,481</u>
2. Amount received from primary property taxation in the current year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$ _____	
3. Property tax levy amounts		
A. Primary property taxes	\$ <u>1,017,439</u>	\$ <u>1,104,481</u>
B. Secondary property taxes		
C. Total property tax levy amounts	\$ <u>1,017,439</u>	\$ <u>1,104,481</u>
4. Property taxes collected*		
A. Primary property taxes		
(1) Current year's levy	\$ <u>997,554</u>	
(2) Prior years' levies		
(3) Total primary property taxes	\$ <u>997,554</u>	
B. Secondary property taxes		
(1) Current year's levy	\$ _____	
(2) Prior years' levies		
(3) Total secondary property taxes	\$ _____	
C. Total property taxes collected	\$ <u>997,554</u>	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	<u>1.1345</u>	<u>1.1060</u>
(2) Secondary property tax rate		
(3) Total city/town tax rate	<u>1.1345</u>	<u>1.1060</u>
B. Special assessment district tax rates		
Secondary property tax rates - As of the date the proposed budget was prepared, the city/town was operating <u>2</u> special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.		

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

Town of Florence
Revenues Other Than Property Taxes
Fiscal Year 2019

SOURCE OF REVENUES	ESTIMATED REVENUES 2018	ACTUAL REVENUES* 2018	ESTIMATED REVENUES 2019
GENERAL FUND			
Local taxes			
City Sales Tax	\$ 2,700,000	\$ 2,700,000	\$ 2,700,000
City Sales Food Tax	275,000	319,018	300,000
Licenses and permits			
Occupational Licenses	53,000	47,985	47,900
Building Permits	475,000	771,135	700,000
Other	1,500	640	1,000
Intergovernmental			
State-Shared Sales Tax	2,417,705	2,667,057	2,599,550
State-Shared Income Tax	3,192,630	3,192,630	3,157,450
Vehicle License Tax	1,440,710	1,525,127	1,568,630
Salt River Lien Tax	50	31	50
Charges for services			
Franchise Fees	589,000	596,406	584,640
Engineering Inspection Fees	79,100	71,270	63,800
Civil Engineering Fees	55,000	108,510	80,000
Community Development	174,060	189,842	171,060
Cemetery Fees	13,600	21,766	17,100
Police Fees	25,950	53,893	28,050
Parks & Recreation Fees	128,400	165,994	146,300
Fire Safety Fees	45,300	65,041	48,270
Library Fees	6,000	6,885	5,300
Senior Center Fees	20,650	18,465	15,900
Other	139,330	136,904	250,470
Fines and forfeits			
Fines and Forfeitures	166,100	174,191	172,000
Interest on investments			
Interest Earnings	100,000	62,620	70,000
Miscellaneous			
Other	39,450	129,575	34,320
Downtown Redevelopment	1,500	2,797	1,500
Government Access Channel	7,000	4,141	4,000
Total General Fund	\$ 12,146,035	\$ 13,031,923	\$ 12,767,290

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

**Town of Florence
Revenues Other Than Property Taxes
Fiscal Year 2019**

SOURCE OF REVENUES	ESTIMATED REVENUES 2018	ACTUAL REVENUES* 2018	ESTIMATED REVENUES 2019
SPECIAL REVENUE FUNDS			
Highway Users Revenue	\$ 2,000,451	\$ 2,036,901	\$ 2,063,530
Transportation Excise Tax	1,006,431	1,184,064	1,100,000
Other	123,124	71,928	74,780
TOTAL STREETS FUND	\$ 3,130,006	\$ 3,292,893	\$ 3,238,310
City Sales Food Tax Interest Earnings	\$ 1,700	\$ 3,115	\$ 1,700
TOTAL FOOD TAX FUND	\$ 1,700	\$ 3,115	\$ 1,700
Grant Revenue	\$ 3,968,630	\$ 246,875	\$ 4,378,080
TOTAL GRANT FUND	\$ 3,968,630	\$ 246,875	\$ 4,378,080
Interest Earnings	\$ 7,349	\$ 2,662	\$ 5,400
TOTAL STREETLIGHT IMPR DIST FUNDS	\$ 7,349	\$ 2,662	\$ 5,400
Sanitation Impact Fee Fund	\$ 408	\$ 259	\$ 400
Transportation Impact Fee Fund	122,119	143,584	143,500
Police Services Impact Fee Fund	103,775	125,190	117,900
Fire Services Impact Fee Fund	106,727	124,753	100,700
Parks Services Impact Fee Fund	5,911	7,791	5,000
Library Services Impact Fee Fund	33,744	40,921	36,800
Water Utility Impact Fee Fund	9,000	2,692	
Sewer Utility Impact Fee Fund	16,254	3,273	3,200
North Water Utility Impact Fee Fund	121	53	100
North Sewer Utility Impact Fee Fund	100	67	100
TOTAL DEVELOPMENT IMPACT FEE FUN	\$ 398,159	\$ 448,583	\$ 407,700
Judicial Collections Enhancement Fund	\$ 2,757	\$ 2,650	\$ 2,650
Fill-the-Gap Fund	1,031	2,218	2,220
Southwest Gas Capital Expenditure Fund	50,000	50,000	50,000
Impound Fee Fund	8,300	10,402	10,100
TOTAL OTHER SPECIAL REVENUE FUNDS	\$ 62,088	\$ 65,270	\$ 64,970
Total Special Revenue Funds	\$ 7,567,932	\$ 4,059,398	\$ 8,096,160

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

**Town of Florence
Revenues Other Than Property Taxes
Fiscal Year 2019**

SOURCE OF REVENUES	ESTIMATED REVENUES 2018	ACTUAL REVENUES* 2018	ESTIMATED REVENUES 2019
DEBT SERVICE FUNDS			
Utility Improvement District #1 Fund	\$ 50,286	\$ 53,010	\$ 79,200
TOTAL	\$ 50,286	\$ 53,010	\$ 79,200
Total Debt Service Funds	\$ 50,286	\$ 53,010	\$ 79,200
CAPITAL PROJECTS FUNDS			
City Sales Tax (private construction)	\$ 1,226,441	\$ 1,516,265	\$ 1,200,000
Interest Earnings		23,833	30,000
TOTAL CAPITAL PROJECTS FUND	\$ 1,226,441	\$ 1,540,098	\$ 1,230,000
City Sales Tax (government construction)	\$ 130,000	\$ 131,826	\$ 130,000
Interest Earnings	30,253	17,452	30,000
Miscellaneous Revenue	5,204		1,000
TOTAL CONSTRUCTION TAX FUND	\$ 165,457	\$ 149,278	\$ 161,000
Interest Earnings	\$ 5,112	\$ 2,215	\$ 3,000
TOTAL ECONOMIC DEVELOPMENT FUND	\$ 5,112	\$ 2,215	\$ 3,000
Total Capital Projects Funds	\$ 1,397,010	\$ 1,691,591	\$ 1,394,000
* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.			
PERMANENT FUNDS			
Firefighters' Pension Fund (fiduciary fund)	\$ 8,400	\$ 15,506	\$ 17,000
Interest Earnings	2,290	6,970	6,970
TOTAL FIREFIGHTERS' PENSION FUND	\$ 10,690	\$ 22,476	\$ 23,970
Total Permanent Funds	\$ 10,690	\$ 22,476	\$ 23,970

**Town of Florence
Revenues Other Than Property Taxes
Fiscal Year 2019**

SOURCE OF REVENUES	ESTIMATED REVENUES 2018	ACTUAL REVENUES* 2018	ESTIMATED REVENUES 2019
ENTERPRISE FUNDS			
Water Utility Fees	\$ 2,743,062	\$ 3,027,022	\$ 2,997,900
Other	71,602	60,534	47,180
TOTAL WATER UTILITY FUND	\$ 2,814,664	\$ 3,087,556	\$ 3,045,080
Wastewater Utility Fees	\$ 3,952,512	\$ 3,547,758	\$ 3,802,850
Other	92,322	76,312	58,800
TOTAL SEWER UTILITY FUND	\$ 4,044,834	\$ 3,624,070	\$ 3,861,650
Sanitation Services Fees	\$ 756,037	\$ 854,773	\$ 854,700
Other	18,241	30,366	10,000
TOTAL SANITATION UTILITY FUND	\$ 774,278	\$ 885,139	\$ 864,700
Total Enterprise Funds	\$ 7,633,776	\$ 7,596,765	\$ 7,771,430
INTERNAL SERVICE FUNDS			
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
Total Internal Service Funds	\$ _____	\$ _____	\$ _____
TOTAL ALL FUNDS	\$ 28,805,729	\$ 26,455,163	\$ 30,132,050

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Town of Florence
Other Financing Sources/<Uses> and Interfund Transfers
Fiscal Year 2019

FUND	OTHER FINANCING 2019		INTERFUND TRANSFERS 2019	
	SOURCES	<USES>	IN	<OUT>
GENERAL FUND				
Capital Projects Fund	\$	\$	\$ 114,790	\$
Streets Fund			283,310	
Streetlight Improvement District Funds			780	
Water Utility Fund			413,770	
Wastewater Utility Fund			447,270	
Sanitation Fund			49,360	
Impact Fee Funds			77,500	
Other Revenue Funds			5,000	
Total General Fund	\$	\$	\$ 1,391,780	\$
SPECIAL REVENUE FUNDS				
Streets Fund	\$	\$	\$	\$ 283,310
Streetlight Improvement District Funds				780
Other Special Revenue Funds				5,000
Impact Fee Funds				77,500
Total Special Revenue Funds	\$	\$	\$	\$ 366,590
DEBT SERVICE FUNDS				
Debt Service Fund	\$	\$	\$ 69,750	\$
Total Debt Service Funds	\$	\$	\$ 69,750	\$
CAPITAL PROJECTS FUNDS				
Capital for the General Fund	\$	\$	\$	\$ 114,790
Capital for Debt Service Fund				69,750
Total Capital Projects Funds	\$	\$	\$	\$ 184,540
PERMANENT FUNDS				
Total Permanent Funds	\$	\$	\$	\$
ENTERPRISE FUNDS				
Water Utility Fund	\$	\$	\$	\$ 413,770
Wastewater Utility Fund				447,270
Sanitation Utility Fund				49,360
Total Enterprise Funds	\$	\$	\$	\$ 910,400
INTERNAL SERVICE FUNDS				
	\$	\$	\$	\$
Total Internal Service Funds	\$	\$	\$	\$
TOTAL ALL FUNDS	\$	\$	\$ 1,461,530	\$ 1,461,530

Town of Florence
Expenditures/Expenses by Fund
Fiscal Year 2019

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2018	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2018	ACTUAL EXPENDITURES/ EXPENSES* 2018	BUDGETED EXPENDITURES/ EXPENSES 2019
GENERAL FUND				
Administration	\$ 3,994,482	\$	\$ 3,780,081	\$ 4,140,070
Police	3,974,134		3,658,346	3,827,250
Fire	3,042,730		3,064,740	3,316,960
Community Services	2,274,070		2,248,747	2,487,300
Development Services	1,261,617		952,688	1,414,040
Total General Fund	\$ 14,547,033	\$	\$ 13,704,602	\$ 15,185,620
SPECIAL REVENUE FUNDS				
Streets Fund	\$ 7,575,949	\$	\$ 3,486,048	\$ 7,966,495
Grants	3,971,547		246,275	4,378,080
Streetlight Improvement Districts	74,800		96,109	79,420
Judicial Collections Enhancemen	5,000		5,000	5,000
Fill-the-Gap	698		698	700
Southwest Gas Capital Exp	50,000		50,000	50,000
Impound	1,000		1,000	1,000
Development Impact Funds	603,750		67,639	775,000
Total Special Revenue Funds	\$ 12,282,744	\$	\$ 3,952,769	\$ 13,255,695
DEBT SERVICE FUNDS				
Debt Service	\$ 69,748	\$	\$ 69,748	\$ 69,750
Utility Improvement District #1	93,513		86,013	94,275
Total Debt Service Funds	\$ 163,261	\$	\$ 155,761	\$ 164,025
CAPITAL PROJECTS FUNDS				
General Capital Fund	\$ 417,278	\$	\$ 194,416	\$ 1,457,638
Econ Dev Capital Projects	20,000			20,000
Total Capital Projects Funds	\$ 437,278	\$	\$ 194,416	\$ 1,477,638
PERMANENT FUNDS				
Firefighters' Pension (Fiduciar)	\$ 14,500	\$	\$ 52,045	\$ 12,900
Total Permanent Funds	\$ 14,500	\$	\$ 52,045	\$ 12,900
ENTERPRISE FUNDS				
Water Utility	\$ 5,123,036	\$	\$ 2,597,259	\$ 4,276,360
Wastewater Utility	4,659,499		3,289,970	7,823,320
Sanitation	917,633		885,702	841,290
Total Enterprise Funds	\$ 10,700,168	\$	\$ 6,772,931	\$ 12,940,970
INTERNAL SERVICE FUNDS				
Total Internal Service Funds	\$	\$	\$	\$
TOTAL ALL FUNDS	\$ 38,144,984	\$	\$ 24,832,524	\$ 43,036,848

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.


**Town of Florence
Expenditures/Expenses by Department
Fiscal Year 2019**

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2018	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2018	ACTUAL EXPENDITURES/ EXPENSES* 2018	BUDGETED EXPENDITURES/ EXPENSES 2019
GENERAL FUND				
Council	\$ 95,747	\$	\$ 93,890	\$ 151,680
Administration	637,481		626,556	636,420
Municipal Court	198,606		198,450	221,590
Legal	473,844		698,489	339,210
Finance	676,281		657,513	811,290
Human Resources	246,472		245,304	255,900
Information Technology	391,974		436,134	489,120
General Government	1,139,582		692,992	1,095,030
Economic Development	134,495		130,753	139,830
Police Administration	498,114		474,359	432,140
Police Support	887,342		692,637	837,440
Police Volunteer Program	12,800		12,222	12,300
Police Operations	2,575,878		2,479,128	2,545,370
Fire Administration	473,580		476,911	519,960
Fire Station 1	1,387,699		1,397,542	1,502,920
Fire Station 2	1,181,451		1,190,287	1,294,080
Fitness Center	90,345		91,832	93,510
Community Services Admin	238,308		236,950	234,310
Parks Maintenance	522,968		521,619	544,950
Community Center	73,000		68,212	76,700
Aquatics	269,448		262,232	284,380
Programs	414,382		401,720	477,050
Special Events	127,596		127,561	149,020
Seniors	265,455		268,015	301,990
Library	272,568		270,606	325,390
Planning				232,940
Building Safety	595,580		431,809	396,440
Engineering	140,130		68,219	149,260
Facility Maintenance	517,007		446,002	473,890
Cemetery	8,900		6,658	8,900
Fleet				152,610
Department Total	\$ 14,547,033	\$	\$ 13,704,602	\$ 15,185,620
	\$	\$	\$	\$
Department Total	\$	\$	\$	\$

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

**Town of Florence
Full-Time Employees and Personnel Compensation
Fiscal Year 2019**

FUND	Full-Time Equivalent (FTE) 2019	Employee Salaries and Hourly Costs 2019	Retirement Costs 2019	Healthcare Costs 2019	Other Benefit Costs 2019	Total Estimated Personnel Compensation 2019
GENERAL FUND	126	\$ 7,169,752	\$ 961,193	\$ 1,966,374	\$ 191,537	\$ 10,288,856
SPECIAL REVENUE FUNDS						
Streets Fund	19	\$ 709,776	\$ 76,747	\$ 220,774	\$ 38,858	\$ 1,046,155
Total Special Revenue Funds	19	\$ 709,776	\$ 76,747	\$ 220,774	\$ 38,858	\$ 1,046,155
ENTERPRISE FUNDS						
Water Utility	6	\$ 510,402	\$ 55,189	\$ 118,043	\$ 16,876	\$ 700,510
Wastewater Utility	5	442,875	47,888	135,032	12,566	638,361
Sanitation	1	36,029	3,896	9,828	1,104	50,857
Total Enterprise Funds	12	\$ 989,306	\$ 106,973	\$ 262,903	\$ 30,546	\$ 1,389,728
TOTAL ALL FUNDS	157	\$ 8,868,834	\$ 1,144,913	\$ 2,450,051	\$ 260,941	\$ 12,724,739

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 13a.
MEETING DATE: July 16, 2018 DEPARTMENT: Administration STAFF PRESENTER: Jennifer Evans, Management Analyst SUBJECT: Resolution No. 1671-18 to accept grant funds awarded for High Intensity Drug Trafficking Area (HIDTA)		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1 st Reading <input type="checkbox"/> 2 nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input checked="" type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

A motion to adopt Resolution No. 1671-18 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.

BACKGROUND/DISCUSSION:

The grant is awarded annually to the Town of Florence and provides for an officer to participate in the City of Tucson High Intensity Drug Trafficking Area (HIDTA) program. The program provides wages and benefits for the participating officer. The grant period is from January 1, 2018 through December 31, 2019. The agreement was received in June.

A VOTE OF NO WOULD MEAN:

A No vote would mean the Town will not participate in the HIDTA program or receive the grant funds.

A VOTE OF YES WOULD MEAN:

A Yes vote would mean the Town will participate in the HIDTA program and receive \$72,298 in grant funds.

FINANCIAL IMPACT:

HIDTA is awarding \$72,298 to pay for wages and benefits. There is no Town match. The grant will pay for a maximum of \$49,355 in salaries, \$18,042 in overtime wages, and \$4,901 in fringe benefits.

ATTACHMENTS:

Resolution No. 1671-18
Grant Agreement

RESOLUTION NO. 1671-18

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.

WHEREAS, THIS GRANT-IN-AID (“Grant”) is entered into as of the 16th day of July, 2018, by and between the CITY OF TUCSON POLICE DEPARTMENT (“CTPD”) and the TOWN OF FLORENCE, an Arizona municipal corporation (“TOWN”); and

WHEREAS, it is hereby acknowledged that CTPD now has the authority to administer and subsequently award federal High Intensity Drug Trafficking Area funding for the purpose of performing covert undercover operations to reduce narcotic trafficking and related crimes including burglaries, gang violence, and use of illegal weapons through recognized area narcotics task forces; and

WHEREAS, this program was previously administered through the Arizona Criminal Justice Commission (“ACJC”); and

WHEREAS, through the HIDTA 28 grant cycle, CTPD has now awarded such grant funds in the amount of \$72,298 to the TOWN for the cost of officer salary, fringe benefits, and overtime in order to achieve these purposes as a member of the Pinal County Narcotics Task Force (“PCNTF”); and

WHEREAS, it is necessary to execute the agreement by formal resolution of the Mayor and Town Council, and that this resolution shall hereby be made a part thereof and incorporated into the agreement; and

WHEREAS, CTPD is authorized to enter into this agreement pursuant to A.R.S. 11-951, et seq. as well as City of Tucson Resolution number 21460 and the TOWN is authorized to enter into this agreement pursuant to A.R.S. 11-952.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Florence to execute this agreement with CTPD.

PASSED AND ADOPTED by the majority vote of the Town Council of the Town of Florence, Arizona, on this the 16th day of July 2018.

Tara Walter, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney



**CITY OF TUCSON
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)
PROGRAM
GRANT AGREEMENT CFDA NUMBER: 95.001**

AWARD NUMBER (FAIN): **G18SA0007A**

COT Grant Number **HT-18-2822**

This Grant Agreement is made this 1ST day of January 2018 by and between the CITY OF TUCSON hereinafter called "CITY" and **GOVERNING BODY**, through **Florence Police Department** hereinafter called "GRANTEE". The CITY enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 11-951, et seq., and the City of Tucson's Resolution number 21460, having satisfied itself as to the qualification of GRANTEE.

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on **January 1, 2018** and terminate on **December 31, 2019**. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the CITY. A request for extension must be received by the CITY sixty (60) days prior to the end of the award period. The CITY may approve an extension that further the goals and objectives of the program and shall determine the length of any extension within Office of National Drug Control Policy (ONDCP) guidelines.
2. The GRANTEE agrees that grant funds will be used for the **Pinal County HIDTA Task Force (PCHTF)**.
3. The CITY will monitor the performance of the GRANTEE against goals and performance standards outlined in the grant application. Sub-standard performance as determined by the CITY will constitute non-compliance with this Agreement. The GRANTEE shall operate in a manner consistent with and in compliance with the provisions and stipulations of the approved grant application and this Agreement. If the CITY finds non-compliance, the GRANTEE will receive a written notice that identifies the area of non-compliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty calendar days to this notice, and does not provide sufficient information concerning the steps that are being taken to correct the problem, the CITY may suspend funding; permanently terminate this Agreement and/or revoke the grant; Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written CITY approval may constitute sufficient reason for the CITY to terminate this Agreement; revoke the grant; require the return of all unspent funds, perform an audit of expended funds; and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
4. This Agreement may be modified only by a written amendment signed by the parties. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the City of Tucson:

**ATTN: Minnette Powell
HIDTA/ (Finance)
Tucson Police Department
270 S. Stone Ave.
Tucson, Arizona 85701-1917**

B. If to the GRANTEE:

**Florence Police Department
P O Box 2670
Florence, AZ 85132
Attention: Brent Billingsley, Town Manager**

5. The GRANTEE may make budget adjustments only after written notification with signature approval from Arizona HIDTA Director is provided to the CITY. A grant adjustment notice (GAN) will be issued to the GRANTEE notifying the GRANTEE of the approval. Adjustments or reprogramming of the grantee's budget in an initiative or any reprogramming between initiative and/or agencies; in any amount, require the approval of the Board, the AZ HIDTA Director, and/or the ONDCP in accordance with HIDTA Program Policy and Budget Guidance.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	\$49,355.00
Fringe Benefits	\$4,901.00
Overtime	\$18,042.00
Travel	\$0.00
Facilities	\$0.00
Services	\$0.00
Operating Expenses:	
Supplies	\$0.00
Other	\$0.00
Equipment	\$0.00
TOTAL	\$72,298.00
See Attached Budget Detail Sheet	

6. The GRANTEE understands that financial reports are required for reimbursement of expenditures.
7. Every payment obligation of the CITY under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the CITY. No liability shall accrue to the CITY in the event this provision is exercised, and the CITY shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
8. The GRANTEE understands that prior to the expenditure of confidential funds; an authorized official of the GRANTEE shall sign a certification indicating that he or she has read, understands, and agrees to abide by all of the conditions pertaining to confidential fund expenditures as set forth in HIDTA Program Policy and Budget Guidance Para. 6.16.2

9. The GRANTEE certifies that it will comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR 200 as codified in 2 CFR Part 3603 and HIDTA Program Policy & Budget Guidance - October 1, 2016.

Link: Electronic Code of Federal Regulations: <http://www.ecfr.gov>

10. The GRANTEE agrees to account for interest earned on Federal grant funds and shall remit interest earned in excess of the allowable amount as detailed in 2 CFR, Part 200, §200.305 Payment, and all unexpended grant funds to the CITY within 30 days after receipt of a written request from the CITY. The GRANTEE agrees to expend all encumbered funds within 90 days of expiration of this award.
11. The GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the CITY. All such documents shall be subject to inspection and audit at reasonable times.
12. For the purpose of this grant, a capital expenditure is \$5,000 or above. If the GRANTEE'S policy defines a capital expenditure as less than \$5,000, the GRANTEE will use its own policy.

The GRANTEE shall maintain a tracking system, in accordance with HIDTA Program Policy & Budget Guidance – October 1, 2016, Section 8, to account for all HIDTA purchased equipment, vehicles, and other items valued at \$5000 or more per unit at the time of purchase. GRANTEE is encouraged to include lower cost, high-risk items, electronic devices and software, such as but not limited to digital cameras, palm pilots, and GPS devices in the tracking system.

The GRANTEE agrees to abide by Section 8, that those using HIDTA funds to purchase equipment must maintain a current inventory of HIDTA-purchased equipment and must provide that inventory to the HIDTA Director or an ONDCP employee, and/or the CITY upon request. A 100-percent physical inventory of HIDTA-purchased equipment must be conducted at least every two years.

13. The GRANTEE agrees to follow equipment disposition policies outlined in Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR 200 Subpart D- Post Federal Award Requirements, §§ 310-316- Property Standards when the equipment is no longer needed for the grant program. When no longer needed for the original program, the equipment may be used in other activities supported by the Office of National Drug Control Policy.

Link: *Electronic Code of Federal Regulations* <http://www.ecfr.gov>

The GRANTEE agrees that the purchasing agency shall comply with ONDCP HIDTA Program Policy & Budget Guidance – Oct 1, 2016 Section 8 in determining the end of the useful life and disposition of HIDTA purchased equipment. Purchasing agencies must retain documentation of the disposition and provide to the HIDTA Director and the CITY.

14. The GRANTEE agrees to keep time and attendance sheets signed by the employee and supervisory official having first hand knowledge of the work performed by the grant funded employees. The GRANTEE agrees to track overtime expenses in accordance with ONDCP HIDTA Program Policy & Budget Guidance – October 1, 2016.

15. The GRANTEE will comply with the audit requirements of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200 Subpart F- Audit Requirements and provide the CITY with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.

Link: *Electronic Code of Federal Regulations* <http://www.ecfr.gov>

16. The GRANTEE agrees that it will submit financial reports and supporting documentation to the CITY through the AZ HIDTA Finance Manager on forms/format provided by the CITY, documenting the activities supported by these grant funds. In the event reports are not received on or before the indicated date(s), funding will be suspended until such time as delinquent report(s) are received. These reports are submitted according to the following schedule:

Report Period Month of:	Due Date:	Report Period Month of:	Due Date:
January 1 - 31	February 25	July 1 - 31	August 25
February 1 - 29	March 25	August 1 - 31	September 25
March 1 - 30	April 25	September 1 - 30	October 25
October 1 - 31	November 25	April 1 - 30	May 25
November 1 - 30	December 25	May 1 - 31	June 25
December 1 - 31	January 25	June 1 - 30	July 25

More frequent reports may be required for GRANTEES who are considered high risk.

17. All goods and services purchased with grant funds must be received by the GRANTEE within 60 days of the expiration of this award.

18. The GRANTEE agrees to check the U.S. General Service Administration (GSA) Excluded Parties Listing Service as required by Executive Order 12549, as defined in 2 CFR 180 et. seq. for individuals, agencies, companies and corporations debarred or suspended from doing business with recipients receiving Federal funds. The GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.

Link: *Excluded Parties Listing System* <http://sam.gov>

19. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of State or local funds because of the existence of Federal funds.

20. The GRANTEE assigns to the CITY any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to the GRANTEE in exchange for grant funds provided under this Agreement.

21. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501 et seq.

22. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as provided in paragraph 25 of this Agreement pertaining to disputes, which are subject to arbitration.

23. The GRANTEE understands that grant funds will not be released until all required reports and reversion of funds from the prior year grant are submitted to the CITY.

-
24. The GRANTEE (as "Indemnitor") agrees to indemnify, defend and hold harmless the CITY (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency or entity, this paragraph does not apply.
 25. Unless GRANTEE's contractor or subcontractor is a State agency or entity, GRANTEE shall cause its contractor(s) and subcontractors, if any to indemnify defend, save and hold harmless the City of Tucson, any jurisdictions or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees from and against any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of GRANTEE'S contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Worker's Compensation Law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligence or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".
 26. If the GRANTEE is a governmental political subdivision, the GRANTEE will, to the extent possible and practical share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.
 27. The GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 42 USC 3789(d); Title VI of the Civil Rights Act of 1964, as amended; Section 504, Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972 and the Department of Justice regulations 28 CFR Part 54; The Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, G and I; Department of Justice regulations on disability discrimination 28 CFR Part 35; all applicable state laws of A.R.S. § 41-1463; and Executive Orders 2009-09 and 2007-21. These laws prohibit discrimination on the basis of race, color, religion, sex and national origin including Limited English Proficiency (LEP) in the delivery of service. In the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against the GRANTEE, the GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the CITY.

28. The GRANTEE agrees to formulate and keep on file an Equal Employment Opportunity Plan (EEO) (if grantee is required pursuant to 28 CFR 42.302). The GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEO, or certifications that they have prepared and have on file an EEO, or that they are exempt from EEO requirements. Failure to comply may result in suspension of the receipt of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the CITY by the GRANTEE.
29. The GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 2 CFR Part 182.
30. The GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally the GRANTEE ensures compliance with Executive Order 2005-30 federal immigration laws by state employers and contractors.
31. The GRANTEE agrees to notify the Arizona HIDTA Director and provide written notification to the CITY within ten (10) days in the event that the project official is replaced during the award period.
32. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the CITY.
33. The GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way or to any extent engaged in conduct of political activities in violation of U.S.C. Title 5, Part II, Chapter 15, Section 1502.
34. The GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
35. The Grantee certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the CITY Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions

36. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511.
37. This Agreement may be cancelled at the CITY's discretion if not returned with authorized signatures to the CITY within 90 days of commencement of the award.
38. If any provision of this Agreement is held invalid the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
39. Pursuant to resolution number 21460, adopted by Mayor and Council December 15, 2009, the Tucson Police Chief is authorized to enter into contracts and grant agreements for HIDTA operations.
40. In accordance with A.R.S. §41-4401, GRANTEE warrants compliance with E-Verify and all federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214A.

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

FOR GRANTEE:

Signature

Date

Printed Name and Title

Note: If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e. county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to the CITY with the signed Agreement.

Approved as to form and authority to enter into Agreement:

Legal counsel for GRANTEE

Date

Printed Name and Title

INDICATE STATUTORY OR OTHER LEGAL AUTHORITY TO ENTER AGREEMENT BELOW:

A.R.S. §11-952

Appropriate A.R.S., ordinance, or charter reference

FOR CITY OF TUCSON:

Chris Magnus, Chief of Police
City of Tucson Police Department

Date

Principal Assistant City Attorney
City of Tucson Police Department
Approved as to form

Date



CITY OF TUCSON
GRANT AGREEMENT

**Insurance Requirements
Exhibit "A"**

Insurance Requirements for Governmental Parties to a Grant Agreement:

None.

Insurance Requirements for Any Contractors Used by a Party to the Grant Agreement:

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The *insurance requirements* herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The City of Tucson in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

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

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***"The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor"***.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

- b. Policy shall contain a waiver of subrogation against the City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

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

- a. The policy shall be endorsed to include the following additional insured language: ***"The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor"***.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

3. **Worker's Compensation and Employers' Liability**

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

- a. Policy shall contain a waiver of subrogation against the City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees *and the other governmental entity* shall be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the Grant Agreement.

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given the City of Tucson. Such notice shall be sent directly to the GRANTEE and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The City of Tucson in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the GRANTEE with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. 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 before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the GRANTEE. The City of Tucson's project/contract number and project description are to be noted on the certificate of insurance. The City of Tucson reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY OF TUCSON'S RISK MANAGEMENT SECTION.**

- F. **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the county or local government agency responsible separate certificates for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* must have prior approval from the City of Tucson, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a City of Tucson agency, board, commission, or university then none of the above shall apply.



CITY OF TUCSON
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)
GRANT AGREEMENT

**Confidential Funds Certification
Exhibit "B"**

CONFIDENTIAL FUNDS CERTIFICATION

1) This is to certify that I have read, understand, and agree to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of National Drug Control Policy Financial and Administrative Guide.

2) My agency **is/is not** authorized to disburse confidential funds.

Grant Number: **HT18-2822**

Date: _____

Signature: _____
Authorized Official

PROCEDURES

Each project agency authorized to disburse confidential funds must develop and follow internal procedures, which incorporate the following elements:

Deviations from these elements must receive prior approval of the ONDCP.

1. Imprest Fund. The funds authorized will be established in an imprest fund, which is controlled by a bonded cashier.

2. Advance of Funds: The supervisor of the unit to which the imprest funds is assigned must authorize all advances of funds for the P/I. Such authorization must specify the information to be received, the amount of expenditures, and assumed name of the informant.

3. Informant Files: Informant files are confidential files of the true names, assumed names, and signature of all informants to whom payments of confidential expenditures have been made. To the extent possible, pictures and/or fingerprints of the informant payee should also be maintained. Refer to Informant Files "Documentation" (2) for a list of required documents for the informant files.

4. Cash Receipts.

a. The cashier shall receive from the agent or officer authorized to make a confidential payment, receipt for cash advanced to him/her for such purposes.

b. The agent or officer shall receive from the informant payee a receipt for cash paid to him/her.

5. Receipts for Purchase of Information. An Informant Payee Receipt shall identify the exact amount paid to and received by the informant payee on the date executed. Cumulative or anticipatory receipts are not permitted. Once the receipt has been completed no alteration is allowed. The agent shall prepare an Informant Payee Receipt containing the following information:
 - a. The jurisdiction initiating the payment.
 - b. A description of the information/evidence received.
 - c. The amount of payment, both in numeral and word form.
 - d. The date on which the payment was made.
 - e. The signature of the informant payee.
 - f. The signature of the case agent or officer making payment.
 - g. The signature of at least one other officer witnessing the payment.
 - h. The signature of the first-line supervisor authorizing and certifying the payment.

6. Review and Certification. The signed Informant Payee Receipt with a memorandum detailing the information received shall be forwarded to the agent or officer in charge. The agent or officer in charge shall compare the signatures. He/she shall also evaluate the information received in relation to the expense incurred, and add his/her evaluation remarks to the report of the agent or officer who made the expenditure from the imprest funds. The certification will be witnessed by the agent or officer in charge on the basis of the report and Informant Payee's Receipt.

7. Reporting of Funds. Each project shall prepare a reconciliation report on the imprest funds on a quarterly basis. Information to be included in the reconciliation report will be the assumed name of the informant payee, the amount received, the nature of the information given, and to what extent this information contributed to the investigation. Recipients/subrecipients shall retain the reconciliation report in their files and shall be available for review unless the State agency requests that the report be submitted to them on a quarterly basis.

8. Record and Audit Provisions. Each project and member agency must maintain specific records of each confidential fund transaction. At a minimum, these records must consist of all documentation concerning the request for funds, processing (to include the review and approve/disapprove), modifications, closure or impact material, and receipts and/or other documentation necessary to justify and track all expenditures. Refer to Informant Files Documentation (2) for a list of documents, which should be in an informant's file. In projects where funds are used for confidential expenditures, it will be understood that all of the above records, except the true name of the informant, are subject to the record and audit provision of grantor agency legislation.

INFORMANT FILES

1. Security. A separate file should be established for each informant for accounting purposes. Informant files should be kept in a separate and secure storage facility, segregated from any other files, and under the exclusive control of the supervisor or an employee designated by him/her. The facility should be locked at all times when unattended. Access to these files should be limited to those employees who have a necessary legitimate need. An informant file should not leave the immediate area except for review by a management official or the handling agent, and should be returned prior to the close of business hours. Sign-out logs should be kept indicating the date, informant number, time in and out, and the signature of the person reviewing the file.

2. Documentation. Each file should include the following information:

- a. Informant Payment Record - kept on top of the file. This record provides a summary of informant payments.
- b. Informant Establishment Record - including complete identifying and location data, plus any other documents connected with the informant's establishment.
- c. Current photograph and fingerprint card (or FBI/State Criminal Identification Number).
- d. Agreement with cooperating individual.
- e. Receipt for P/I.
- f. Copies of all debriefing reports (except for the Headquarters case file).
- g. Copies of case initiation reports bearing on the utilization of the informant (except for the Headquarters case file).
- h. Copies of statements signed by the informant (unsigned copies will be placed in appropriate investigative files).
- i. Any administrative correspondence pertaining to the informant, including documentation of any representations made on his behalf or any other nonmonetary considerations furnished.
- j. Any deactivation report or declaration of any unsatisfactory informant.

INFORMANT MANAGEMENT AND UTILIZATION

All persons who will be utilized as informants should be established as such. The specific procedures required in establishing a person as an informant may vary from jurisdiction to jurisdiction but, at a minimum, should include the following:

1. Assignment of an informant code name to protect the informant's identity.

2. An informant code book controlled by the supervisor or his/her designee containing:
 - a. Informant's code number.
 - b. Type of information (i.e. informant, defendant/informant, restricted use/informant).
 - c. Informant's true name.
 - d. Name of establishing law enforcement officer.
 - e. Date the establishment is approved.
 - f. Date of deactivation.
3. Establish each informant file in accordance with Informant File Documentation (2).
4. For each informant in an active status, the agent should review the informant file on a quarterly basis to assure it contains all relevant and current information. Where a MATERIAL face that was earlier reported on the Establishment Record is no longer correct (e.g. a change in criminal status, means of locating him/her, etc.), a supplemental establishing report should be submitted with the correct entry.
5. All informants being established should be checked in all available criminal indices. If verified FBI number is available, request a copy of the criminal records from the FBI. Where a verified FBI number is not available, the informant should be fingerprinted with a copy sent to the FBI and appropriate State authorities for analysis. The informant may be utilized on a provisional basis while awaiting a response from the FBI.

PAYMENTS TO INFORMANTS

1. Any person who is to receive payments charged against PE/PI funds should be established as an informant. This includes a person who may otherwise be categorized as sources of information or informants under the control of another agency. The amount of payment should be commensurate with the value of services and/or information provided and should be based on the following factors:
 - a. The level of the targeted individual, organization or operation.
 - b. The amount of the actual or potential seizure.
 - c. The significance of the contribution made by the informant to the desired objectives.
2. There are various circumstances in which payments to informants may be made.
 - a. Payments for Information and/or Active Participation. When an informant assists in developing an investigation, either through supplying information or actively participating in it, he/she may be paid for his/her service either in a lump sum or in staggered payments. Payments for information leading to a seizure, with no defendants, should be held to a minimum.

b. Payment for Informant Protection. When an informant needs protection, law enforcement agencies may absorb the expenses of relocation. These expenses may include travel for the informant and his/her immediate family, movement and/or storage of household goods, and living expense at the new location for a specific period of time (not to exceed 6 months). Payments should not exceed the amounts authorized by law enforcement employees for these activities.

c. Payments to Informants of Another Agency. To use or pay another agency's informant, he/she should be established as an informant. These payments should not be a duplication of a payment from another agency; however, sharing a payment is acceptable.

3. Documentation of payments to informants is critical and should be accomplished on a Informant Payee Receipt. Payment should be made and witnessed by two law enforcement officers and authorized payment amounts should be established and reviewed by at least the first line supervisory level. In unusual circumstances, a non-officer employee or an officer of another law enforcement agency may serve as witness. In all instances, the original signed receipt must be submitted to the project director for review and record keeping.

ACCOUNTING AND CONTROL PROCEDURES

Special accounting and control procedures should govern the use and handling of confidential expenditures, as described below:

1. It is important that expenditures which conceptually should be charged to PE/PI/PS are so charged. It is only in this manner that these funds may be properly managed at all levels, and accurate forecasts of projected needs be made.
2. Each law enforcement entity should apportion its PE/PI/PS allowance throughout its jurisdiction and delegate authority to approve PE/PI/PS expenditures to those offices, as it deems appropriate.
3. Headquarters management should establish guidelines authorizing offices to spend up to a predetermined limit of their total allowance on any buy or investigation.
4. In exercising his/her authority to approve these expenditures, the supervisor should consider:
 - a. The significance of the investigation.
 - b. The need for this expenditure to further the investigation.
 - c. Anticipated expenditures in other investigations.

Funds for PE/PI/PS expenditures should be advanced to the officer for a specific purpose. If they are not expended for that purpose, they should be returned to the cashier. They should not be used for another purpose without first returning them and repeating the authorization and advance process based on the new purpose.

5. Funds for PE/PI/PS expenditure should be advanced to the officer on suitable receipt form. Informant Payee Receipt or a voucher for P/E should be completed to document funds used in the purchase of evidence or funds paid or advanced to an informant.
6. For security purposes there should be a 48-hour limit on the amount of time funds advanced for PE/PI/PS expenditure may be held outstanding. If it becomes apparent at any point within the 48-hour period that the expenditure will not materialize, the funds should be returned to the cashier as soon as possible. An extension of the 48-hour limit may be granted by the level of management that approved the advance. Factors to consider in granting such an extension are:
 - a. The amount of funds involved.
 - b. The degree of security under which the funds are being held.
 - c. How long an extension is required.
 - d. The significance of the expenditure.

Such extensions should be limited to 48 hours. Beyond this, the funds should be returned and readvanced, if necessary. Regardless of circumstances, within 48 hours of the advance, the cashier should be presented with either the unexpended funds, an executed Informant Payee Receipt or purchase of evidence or written notification by management that an extension has been granted.

7. P/S expenditures, when not endangering the safety of the officer or informant, need to be supported by canceled tickets, receipts, lease agreements, etc. If not available, the supervisor, or his immediate subordinate, must certify that the expenditures were necessary and justify why supporting documents were not obtained.

Budget Detail

2018 - SWB - Arizona

Initiative - Pinal County HIDTA Task Force (PCHTF)


Investigation

Award Recipient - City of Tucson (G18SA0007A)

Resource Recipient - Florence Police Department

Indirect Cost: 0.0%

Awarded Budget (as approved by ONDCP)		\$6,542,000.00
Personnel	Quantity	Amount
Investigative - Law Enforcement Officer	1	\$49,355.00
Total Personnel		\$49,355.00
Fringe	Quantity	Amount
Investigative - Law Enforcement Officer	1	\$4,901.00
Total Fringe		\$4,901.00
Overtime	Quantity	Amount
Investigative - Law Enforcement Officer	1	\$18,042.00
Total Overtime		\$18,042.00
Total Budget		\$72,298.00

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 13b.
MEETING DATE: July 16, 2018 DEPARTMENT: Finance STAFF PRESENTER: Joe Jarvis, Finance Director SUBJECT: Canyon State Wireless, Inc. contract for Land Mobile Radio (LMR) maintenance services.		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input checked="" type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Authorize to enter into a contract with Canyon State Wireless, Inc. to provide Land Mobile Radio maintenance services, in an amount not to exceed \$23,490, for Fiscal Year 2018-2019.

BACKGROUND/DISCUSSION:

The Town of Florence advertised a Request for Proposals (RFP) for LMR maintenance services which includes being the sole authority and responsible party for all repair and maintenance to the Town's LMR equipment. The Town's goal is to establish a relationship with a single point of contact for all support and maintenance necessary for the lifespan of this project.

The Town received proposals from two qualified firms. The review panel of staff members analyzed each proposal and contacted both firms to ask additional follow-up questions. The analysis focused on the firm's professional abilities to provide the requested services while being cognizant of the price of the services.

At the conclusion of the analysis, the review panel unanimously agreed to recommend Canyon State Wireless, Inc., to the Town Council for consideration.

A VOTE OF NO WOULD MEAN:

Staff would seek direction from the Town Council as to how they would like to proceed.

A VOTE OF YES WOULD MEAN:

The Town would be under contract for three years, with the potential to renew for two additional years.

FINANCIAL IMPACT:

The cost of the services for Fiscal Year 2018-2019 is \$23,490. This expense has been budgeted in the Police Department but benefits both the Police and Fire Departments.

ATTACHMENTS:

Bid Tabulation Sheet
Proposal from Canyon State Wireless, Inc.
Contract with Canyon State Wireless, Inc.

**Town of Florence
Bid Tabulation Sheet**

Verbal (only allowed when \$5,000 or less) Date Prepared: May 17, 2018

Written/Fax (mandatory when over \$5,000; attach bids) Prepared By: Maria Hernandez, Deputy Town Clerk/ Trish Buchanan, Administrative Assistant

Formal Sealed Bid: # Land Mobile Radio Maintenance Services Bid Due Date: May 17, 2018 Bid Due Time: 2:00 pm.

Item (include quality, brand, model, color)

Vendor name Contact Person Phone/Fax	1 original 1 digital copy	Offer Sheet	Scope of Services	Pricing Schedule (Attachment B)	Deviation - Compliance Certification (Attachment A)	Israel Boycott Form (Attachment C)	Demonstrate Lawful Presence (Attachment D)	
1 Canyon State Wireless 1641 N. Pinal Ave. Casa Grande, AZ 85122 PH #	X	X	X	X	X	X	X	
2 Motorola Solutions, Inc 2900 S. Diablo Way Tempe, AZ 85282 PH #	X	X	X	X	X	X	X	

Attach additional page(s), if necessary

Vendor Selected _____ **Address** _____

Justification (if not lowest price) _____

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

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



Land Mobile Radio Maintenance Services Proposal

Town of Florence



**Canyon State Wireless, Inc.
1641 N Pinal Ave
Casa Grande, AZ 85122**

OFFER SHEET

The Town of Florence will accept competitive sealed proposals for Land Mobile Radio Maintenance Services at the mailing address or physical location until the date and time detailed below. Proposals shall be in the actual possession of the Town on or prior to the exact date and time indicated below. Late proposals will not be considered. Proposals shall be submitted in a sealed package with "RFP-Land Mobile Radio Maintenance Services", and the Proposer's name and address clearly indicated on the front of the package. All proposals shall be completed in ink or typewritten. Proposers are strongly encouraged to carefully read the entire Request for Proposal (RFP).

Proposal Due Date:	May 17, 2018
Proposal Time:	2:00 P.M. AZ
Proposal Opening:	2:10 P.M. AZ
Deliver To:	Lisa Garcia, Town Clerk 775 N. Main Street/P.O. Box 2670 Florence, AZ 85132
Contact:	Joe Jarvis
Email:	joe.jarvis@florenceaz.gov
Deadline to submit questions:	May 14, 2018 at 2:00 P.M.AZ
Number of Proposals:	One original (bound), One (1) digital PDF copy

OFFER:

The undersigned on behalf of the entity, firm, company, partnership, or other legal entity

listed below offers on its behalf of the Town of Florence a proposal that contains all terms, conditions, specifications, and amendments in the Notice of RFP issued by the Town. Any exception to the terms contained in the Notice of RFP must be specifically indicated in the Deviation/Compliance Certification (Attachment A).

The signature below certifies your understanding and compliance with the Terms and Conditions contained in the Request for Proposal package issued by the Town.

Arizona Transaction Privilege Tax License Number: 02-029592-D

Company Name: Canyon State Wireless, Inc.

Federal Employer Identification Number: 86-1025201

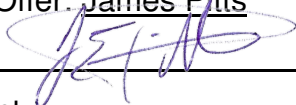
Email: jpitts@canyonstatewireless.com Telephone: 520-458-4772

Address: 8 Corral Rd City: Sierra Vista State: AZ Zip: 85635

Name of Authorized Signature for Offer: James Pitts

Signature of Authorized Offer: _____

Title of Authorized Signer: President



SECTION 1 - Introduction: RFP Purpose and Scope:

The Town of Florence seeks a 3-year land mobile radio (LMR) maintenance agreement, with two (2) one-year (1 year) extensions for its public safety LMR, operated by the Town of Florence. The respondents' proposal shall articulate the benefits their company will provide as part of the maintenance agreement.

The successful respondent for this contract will be the sole authority and responsible party for all repair and maintenance to the Town of Florence LMR equipment. The Town of Florence's goal is to establish a relationship with a single point of contact for all support and maintenance necessary for the lifespan of this project. The respondent must be an authorized Motorola Elite Service Specialist.

If the vendor utilizes any sub-contractors for any part of the system architecture, design, planning, installation or support the successful respondent will be held accountable and responsible for the performance of any/all sub-contractors as the sole responsible party for all activities.

It is the intent of this Request for Proposal (RFP) that the responder shall provide a complete and comprehensive plan to assess and maintain by the Town of Florence LMR; provide strategic analysis and sound recommendations based upon industry standard and Motorola Elite Service quality standards to plan for current and future LMR maintenance needs; to execute approved maintenance based upon technical needs analysis to address first-responder LMR requirements for the Town of Florence.

Vendor Response to this RFP shall cover the following general topics:

- A. Service Category:
 - 1. Service times effective 24 hours per day 7 days per week for the life of the contract. Repairs shall be conducted in accordance with the manufacturer's recommendation and consistent with Motorola quality assurance/Elite Service standards.
- B. Service Work Severity and Response:
 - 1. Critical Failure, loss of communications on a primary system: Immediate response arriving on-site within 4hours.
 - 2. Major Failure, loss of a primary system, operating on a suitable alternative system: Response onsite within 24hours.
 - 3. Minor Failure, operations degradation but still functioning: Response by next business day
 - 4. Non-Critical or off-line services: Response within 30days.
- C. Maintenance:
 - 1) Perform preventative and on-going maintenance

(PM) on the following equipment at the following locations.

- a. Florence Gardens Tower Site (Prime Site)
 - i. Six (6) Motorola GTR8000 Subsystems, software and PC
 - ii. Two (2) Motorola GCM8000Comparators
 - iii. Two (2) Motorola MLC8000 Analog Comparators
 - iv. One (1) Motorola GGM8000Gateway
 - v. One (1) Motorola DSTRAK91008 Prime/Master Site Configured AC Power Module
 - vi. Assess various hand-held radios, extension microphones, batteries, antennae, belt clips and other consumables for operability and replace as needed and provide ongoing support for the life of the contract.
 - vii. Provide annual tuning of radio equipment.
- b. Anthem at Merrill Ranch Tower Site (Secondary Site)
 - i. Four (4) Motorola GTR8000 Subsystems, software and PC
 - ii. Two (2) Motorola MLC8000 Analog Comparators
 - iii. One (1) Motorola GGM8000Gateway
 - iv. One (1) Motorola DSTRAK91009 Remote Site Configured AC Power Module
 - v. One (1) Motorola 2610-24 Port Ethernet Switch
 - vi. Assess various hand-held radios, extension microphones, batteries, antennae, belt clips and other consumables for operability and replace as needed and provide ongoing support for the life of the contract.
 - vii. Provide annual tuning of radio equipment
- c. Police Department Dispatch
 - i. Five (5) Motorola XTL5000 Digital Mobile Radios
 - ii. Two (2) MCC 5500 Console Operator Positions
 - iii. Two (2) Motorola Console Audio Box(CAB)
 - iv. Two (2) Console Electronic Shelf(CES)
 - v. Dispatch application software and operator accessories
 - vi. Assess various hand-held radios, extension microphones, batteries, antennae, belt clips and other consumables for operability and replace as needed and provide ongoing support for the life of the contract.
 - vii. Provide annual tuning of radio equipment.

D. LMR Assessment:

1. Vendor shall assess all components of the Town of Florence (TOF) LMR equipment and provide recommendations for any repairs or replacement of any component, to include upgrading and/or reprogramming equipment.

2. Vendor shall provide recommendations and assist TOF with strategic and operational short and long-term planning of LMR equipment replacement(s), upgrades and provide information on end of life/support of any LMR radio equipment. These recommendations shall include approximate costs for replacement and installation of equipment, to include consumables such as batteries, accessories, belt clips, battery chargers, custom or special products that pertain to overall system operation.

SECTION 2 - RFP INSTRUCTIONS, RESPONSE AND SUBMITTAL CHECKLIST:

Vendor shall submit a response in the following format:

1. Vendor shall create one (1) original response (labeled "original") with original signature, and one (1) digital PDF copy.
2. The submission shall be sent to the contact at the address listed on the RFP, on
or before the date shown.
3. The original submission shall be indexed with tabs as follows: Section 1: Offer Sheet
Section 2: Scope of Services
Section 3: Pricing Schedule (Attachment B)
Section 4: Deviation-Compliance
Certification (Attachment A) Section 5:
Israel Boycott Form (Attachment C)
Section 6: Demonstrate Lawful Presence (Attachment D)

A proposal must be in writing and must be delivered by mail or in person. Oral, telephonic, facsimile, telegraphic, or electronically transmitted proposals are invalid and will not be accepted or considered.

RFP Evaluation:

If an award is made as a result of this RFP, it shall be awarded to the respondent whose proposal is most advantageous to the Town of Florence with price and other factors considered. These include but are not limited to demonstrated technical ability and expertise. The Town of Florence may, at its discretion, request as part of the RFP process; any additional criteria deemed appropriate by the Town of Florence which would lend itself to establishing the Service Provider's viability to perform the work as outlined in this RFP.

The Town of Florence may require all vendors/business partners to provide financial statements for the past two years to determine each vendor's financial ability to provide long-term service for the Town of Florence. Proposals will become public record. Ongoing service agreements included with the RFP must include specific performance response times and financial penalties for the vendor if Service Level Agreement commitments are not met.

Evaluation Criteria: In order of priority

1. Qualifications of Firm and Business Partner-

a. How many years has your company been in business? **CSW: 17 years**

How long have you been providing LMR maintenance agreements? **CSW: 17 years**

What is your company's primary line of business? **CSW: LMR equipment sales, installation, service and maintenance.**

What percentage of your business is LMR equipment installation and repair?

CSW: Approximately 50% of our business is involved with installation, repair and maintenance of LMR equipment.

b. Provide a brief overview of your company.

Canyon State Wireless, Inc. has been servicing the communications needs of Public Safety, State, Local, and Federal government agencies throughout southern Arizona for over 17 years. With our corporate headquarters in Sierra Vista and locations in Casa Grande and Globe, we are uniquely positioned to serve all of southern Arizona in a very professional manner with rapid response times. We offer a variety of RF products from the most highly acclaimed manufacturers and provide service to accompany all the products we represent. Over the years we have sold and implemented very basic communications systems to large, complex, multi-site installations covering hundreds of square miles and multiple technologies. Additionally, we can offer communication tower services through our wholly owned tower company, Air-Nem Tower Services. Air-Nem has built and maintained several tower sites throughout the region and adds another dimension of products and services we can bring to our customers.

d. State the type of ownership of your company. CSW: Corporation

Provide the state and date of your incorporation if applicable.

CSW: Arizona, March 29, 2001

List headquarters and regional / full-service /office locations, and web site address.

Headquarters: 8 Corral Rd., Sierra Vista, AZ. 85635

Casa Grande: 1641 N Pinal Ave, Casa Grande, AZ. 85122

Globe: 627 E. Ash St, Globe, AZ. 85501

Website: <http://www.canyonstatewireless.com/>

e. Provide the key contact name, title, address, telephone and fax numbers.

Jim Pitts, President; 8 Corral Rd., Sierra Vista, AZ. 520-458-4772

Also, identify the person(s) authorized to contractually bind the organization.

Lori Pitts, Vice President; Sierra Vista, AZ. 520-458-4772

f. Please provide status of any current or pending litigation against your company that might affect your ability to deliver the services that you offer. **CSW: None**

g. Do you anticipate that your company will be acquired in the foreseeable future? **CSW: No**

Is your company planning to acquire any other companies?

CSW: No

If yes, please provide the names of the companies and the nature of the business.

h. Include names of three (3) current customers (title and phone numbers) that have had LMR maintenance agreements similar to that described in this RFP.

- **Sierra Vista PD**
 - **Commander Lawrence Butte, 520-458-3311**
- **Coolidge PD**
 - **Commander Mark Tercero, 520-723-5311**
- **Greenlee County**
 - **Steve Rutherford, Director of Emergency Services, 928-865-2601**

- i. Describe the type and amount of insurance coverage carried by your company.
- **General Liability - \$2,000,000**
 - **Automotive Liability - \$2,000,000**
 - **Umbrella Liability - \$2,000,000**
 - **Workers Compensation - \$1,000,000**
- j. Describe any other value-added services your company is capable of providing.

2. Qualifications of Personnel-

Qualifications, education and experience of project staff; key personnel's level of involvement in performing related work.

James Pitts

ETA- Certified Electronics Technician

40 years industry experience
P25 Conventional and Trunked Systems
Digital and Analog Simulcast Systems
GTR8000 Station Training, Installation, Maintenance
Quantar Station Training, Installation, Maintenance
Centra-Com Gold Training, Installation, Maintenance
MCC5500 Training, Installation, Maintenance
MCC7500 Training, Installation, Maintenance
911 Vesta Pallas Training, Installation & Maintenance
R-56 Training

Jim Mellon

ETA- Certified Electronics Technician

45 years industry experience
P25 Conventional and Trunked Systems
Digital and Analog Simulcast Systems
GTR8000 Station Training, Installation, Maintenance
Quantar Station Training, Installation, Maintenance
Centra-Com Gold Training, Installation, Maintenance
MCC5500 Training, Installation, Maintenance
MCC7500 Training, Installation, Maintenance
911 Vesta Pallas Training, Installation & Maintenance
R-56 Training

Donnie Armstrong

On staff for 20+ years
18 years Subscriber Programming
Centra-Com Gold Training, Installation, Maintenance
MCC5500 Training, Installation, Maintenance
MCC7500 Training, Installation, Maintenance
911 Vesta Pallas Training, Installation & Maintenance
R-56 Training

3. Related Experience-

Experience in providing services similar to those requested herein;
experience working with public agencies with specific attention to land
mobile radio equipment

4. Completeness of Response-

Completeness of response in accordance with RFP instructions;
exceptions to or deviation from the RFP requirements; inclusion of any
required licenses and certifications.

5. Reasonableness of Cost and Price-

Reasonableness of the individual firm-fixed prices and/or hourly rates,
and competitiveness of quoted firm-fixed prices with other proposals
received; adequacy of the data in support of figures quoted; basis on
which prices are quoted.

Provide a pricing matrix similar to the one found below for all
equipment and services. All prices on equipment must be itemized as
shown. The pricing must also reflect the cost of taxes, shipping and
handling or any other costs of implementation, installation or service.
Additionally, the Town of Florence reserves the right to purchase all or
some of the equipment independently. The Town of Florence wishes to
ascertain any/all maintenance costs and the length of the warranty on
any component repaired or replaced. The maintenance cost should
include the all-inclusive hourly charge rates (during specified hours),
any travel expenses to be reimbursed and the percentage of mark up
on any materials. **CSW: Understood**

False or Misleading Statements:

Vendors must take great care to ensure that sufficient information has been
provided to allow the Town of Florence to evaluate the solution/proposed
agreement being offered, any options proposed, pricing of all offerings, and all
supporting information, technical documentation, references and points of
contact, corporate capabilities, etc.

Vendor understands that if, in the opinion of the Town of Florence, a proposal
contains false or misleading information of any kind or does not contain
sufficient detail to fully evaluate the technical solution/proposed agreement or
proposed price, the Town of Florence reserves the right, in its sole discretion,
to reject the proposal. Vendors also understand that if the information
provided does not support a function, attribute, capability or condition as
proposed by the vendor, the Town of Florence may reject the proposal and
any work conducted to that point wherein the vendor assumes the sole
responsibility of said work and or related expense. Vendor understands that
any modifications to the questions in this RFP by the bidder may result in
immediate rejection of that proposal.

Acceptance of Proposal Content:

Vendor understands that the Town of Florence reserves the right to award a contract without further discussions or clarification with Vendors. Thus, the contents of the RFP response and all pricing, terms and statements contained therein will be binding upon Vendor. Upon acceptance of the proposal by the Town of Florence, the successful proposal, including all terms, conditions and pricing contained therein, will be incorporated into the awarded contract. Vendor understands that failure of the potentially successful offer or to accept this obligation may result in the selection of another offer or rejection of the submitted proposal.

Vendor must take great care to respond to all requirements of this RFP to the maximum extent possible. Vendor must clearly identify any limitations and/or exceptions to the requirements inherent in the proposed agreement. Vendor further understands that alternative approaches will be given consideration if the proposed approach clearly offers increased benefits to the Town of Florence and satisfies all requirements set forth herein.

No Obligation to Buy:

The Town of Florence reserves the right to refrain from contracting with any vendor. The release of this RFP does not compel the Town of Florence to purchase.

Withdrawal of Proposals:

Vendors may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by an authorized representative of the vendor must be submitted to the RFP Contact. The vendor may submit another proposal at any time up to the proposal closing date and time.

Cost of Preparing Proposals:

The Town of Florence is not liable for any costs incurred by vendors in the preparation and presentation of proposals and demonstrations and or needs analysis, site assessments submitted in response to this RFP

Damage Liability:

The successful vendor is liable and responsible for any damage to the premises and or site(s) and or equipment of any nature at, near or where the TOF LMR equipment is located/collocated caused by vendor personnel or equipment during authorized work. The vendor shall be responsible to the Town of Florence or related third party for any property damage or bodily injury caused by it, any of its sub-contractors, employees or agents in the performance of, or because of, the work performed. Vendor will furnish copies of and maintain in full force and effect general liability insurance to wit a certificate of liability insurance naming the Town of Florence as payee in the amount of not less than \$1,000,000. Vendor shall defend, indemnify and hold harmless the Town of Florence from and against claims arising directly or indirectly from the contract and associated work performed. Vendor shall be

solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws.

Permits:

The vendor shall obtain and pay for any permits and licenses required for the performance of the work, post all notices required by law, and comply with all laws, ordinances and regulations bearing on the conduct of the work, as specified herein. On any work that requires an inspection certificate issued by local authorities, National Board of Fire Underwriters, or any other governing body, such inspection certificate(s) shall be obtained by and paid for by the vendor. The chosen vendor shall procure all required certificates of acceptance or of completions issued by the state, municipal or other authorities and must deliver these to the Town of Florence. All work performed by the vendor must comply with all applicable Federal Communications Commission (FCC) and State of Arizona regulations, standards, licensure and or any other applicable requirement(s).

Insurance:

The vendor shall, at vendor expense, procure and maintain satisfactory public liability and casualty insurance to adequately protect the vendor's personnel and the Town of Florence against damages for bodily injury, including death, that may arise from operations under this contract, whether such operations are by the vendor or by the vendor's subcontractor, or anyone directly or indirectly employed by the vendor.

The Town of Florence will require the vendor with which a contract is established, prior to commencement of work, to provide evidence of appropriate professional liability insurance, errors and omissions insurance and workers' compensation insurance coverage as needed.

Such coverage must be provided by an insurance company(ies) authorized to do business in the State of Arizona. Certificates must name the Town of Florence as an Additional Insured and shall provide that contractor's policy is primary over any insurance carried by the Town of Florence and that the policy will not be cancelled or materially changed without thirty (30) days prior notice in writing to the Town of Florence. The successful vendor must agree, if awarded a contract as a result of its proposal, to indemnify and hold harmless the Town of Florence, its officers, agents and employees from any and all claims and losses accruing or resulting to persons engaged in the work contemplated by its proposal or to persons who may be injured or damaged by the firm or its agents in the performance of the work. Prior to commencement of any work, these and other provisions will be established contractually.

Vendor Responsibility:

Unless otherwise stipulated, vendor shall provide, and pay for, all materials, labor, tools, equipment, transportation, and other facilities necessary for the performance and completion of the authorized work pursuant to and billable against this agreement.

RFP Responses:

All materials submitted by the vendor in response to this RFP become the sole property of the Town of Florence upon receipt of the proposal. The material contained in these responses will be appended to the final contract, further defining the contractual responsibilities of the vendor. The Town of Florence shall not reimburse any vendor for the cost of responding to this RFP. The RFP responses will be retained by the Town and will become part of the public record.

Standard Services Agreement:

The Town of Florence intends on using the attached service agreement included as Attachment E.

ATTACHMENT A

DEVIATION/COMPLIANCE CERTIFICATION

If the undersigned Bidder intends to deviate from the terms and requirements of any Contract Documents made a part of this solicitation, all such deviations shall be listed on this certification form, with complete detailed conditions and information included or attached. The Town may consider any deviations in its review, scoring and award decisions, and the Town reserves the right to accept or reject any proposal, offer, or bid based upon any deviations indicated herein or in any attachments hereto.

In the absence of any deviation entry on this form, the Bidder agrees, certifies, and warrants the Town of their full compliance with all Contract Documents, and all other information contained in this solicitation.

Please list any deviations from the solicitation document below (attach additional sheets as needed):

The respondent must be an authorized Motorola Elite Service Specialist.

CSW: Exception- Canyon State Wireless is and always has been a Motorola service “specialist” and proven track record of providing maintenance services to the Town of Florence and other municipalities without issues or conflicts.

Vendor shall defend, indemnify and hold harmless the Town of Florence from and against claims arising directly or indirectly from the contract and associated work performed.

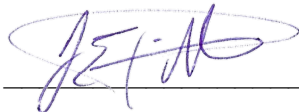
CSW: Based on legal counsel, we cannot comply with this requirement as written. We are willing to work with the TOF to find mutually acceptable terms.

By signing below, I agree, certify, and warrant that the offer/proposal I am submitting **does**, **does not**, (check one line) deviate from the terms and requirements of the Contract Documents listed in this document. If deviating from the specifications of the solicitation, all such deviations are listed on this form, with complete detailed conditions and information included or attached. Any attachments to this form are identified as a continuation of the deviations to this solicitation.

Printed Name: James Pitts

Date: 17 May 2018

Signature _____



THIS PAGE MUST BE RETURNED WITH THE BID/OFFER/PROPOSAL

ATTACHMENT B – PRICING SCHEDULE

Communications Equipment List				
Description	Item	Serial Number	Location	Monthly Rate
CAB (includes MCC5500 Console)	L3359	322CMT0261	DISPATCH	\$90
CAB (includes MCC5500 Console)	L3359	322CMT0262	DISPATCH	\$90
CES	L3358	322CMT0260	DISPATCH	\$90
CES	L3358	322CMT0259	DISPATCH	\$90
COMBINER	11US23020	2F23675	Florence Gardens	\$27
COMBINER	11US23020	2F23685	Anthem Site	\$27
GCM8000 COMP	T7321	COMP01 I.P. 10.201	Florence Gardens	Duplicate
GCM8000 COMP	T7321	COMP02 I.P. 10.201	Florence Gardens	Duplicate
GCM8000 Comparator	T7321	COMP01 IP 10.201...	Florence Gardens	\$27
GCM8000 Comparator	T7321	COMP02 IP 10.201...	Florence Gardens	\$27
GGM8000 GATE	SQM01SUM0205	147CND0968	Florence Gardens	Duplicate Serial#
GGM8000 GATE	SQM01SUM0205	147CND0969	Anthem Site	Duplicate Serial#
GGM8000 Gateway	SQM01SUM0205	147CND0968	Florence Gardens	\$31.50
GGM8000 Gateway	SQM01SUM0205	147CND0969	Anthem Site	\$31.50
GTR8000	T7039	112CND1108	Florence Gardens	\$90
GTR8000	T7039	112CND1105	Florence Gardens	\$90
GTR8000 RX ON	T7039	112CND0488	Florence Gardens	\$90
GTR8000 RX ON	T7039	112CND0487	Florence Gardens	\$90
GTR8000 Sub System	T7039	112CND1108	Florence Gardens	Duplicate Serial#
GTR8000 Sub System	T7039	112CND1105	Florence Gardens	Duplicate Serial#
GTR8000 Sub System RX ONLY	T7039	112CND0488	Florence Gardens	Duplicate Serial#
GTR8000 Sub System RX ONLY	T7039	112CND0487	Florence Gardens	Duplicate Serial#
GTR8000 Sub System VHF	T7039	112CND1103	Florence Gardens	Duplicate Serial#
GTR8000 Sub System VHF	T7039	112CND1106	Florence Gardens	Duplicate Serial#
GTR8000 Sub System VHF	T7039	112CND1109	Anthem Site	Duplicate Serial#
GTR8000 Sub System VHF RPTR	T7039	112CND1110	Anthem Site	Duplicate Serial#
GTR8000 Sub System VHF RPTR	T7039	112CND1107	Anthem Site	Duplicate Serial#
GTR8000 Sub System VHF RPTR	T7039	112CND1104	Anthem Site	Duplicate Serial#
GTR8000 VHF	T7039	112CND1103	Florence Gardens	\$90
GTR8000 VHF	T7039	112CND1106	Florence Gardens	\$90
GTR8000 VHF	T7039	112CND1109	Anthem Site	\$90
GTR8000 VHF RP	T7039	112CND1110	Anthem Site	\$90
GTR8000 VHF RP	T7039	112CND1107	Anthem Site	\$90
GTR8000 VHF RP	T7039	112CND1104	Anthem Site	\$90
LAN SWITCH	CLN 1836	CN201ZTONG	Anthem Site	\$13.50
MCC 5500 Console PC Position	PC	NONE	DISPATCH	See CAB Description
MCC 5500 Console PC Position	PC	NONE	DISPATCH	See CAB Description
MLC8000	F2979A	GW01 I.P. 10.201.2.	Florence Gardens	\$31.50
MLC8000	F2979A	GW02 I.P. 10.201.2.	Florence Gardens	\$31.50
MLC8000	F2979A	ANG01 I.P. 10.201.	Anthem Site	\$31.50
MLC8000	F2979A	ANG02 I.P. 10.201.	Anthem Site	\$31.50
MLC8000 Analog Comparator	F2979A	GW01 IP 10.201.2...	Florence Gardens	Duplicate
MLC8000 Analog Comparator	F2979A	GW02 IP 10.201.2...	Florence Gardens	Duplicate
MLC8000 Analog Comparator	F2979A	ANG01 IP 10.201.3...	Anthem Site	Duplicate
MLC8000 Analog Comparator	F2979A	ANG02 IP 10.201.3...	Anthem Site	Duplicate
Motorola 2610-24 Port Ethernet LAN Switch	CLN 1836	CN201ZTONG	Anthem Site	Duplicate Serial#
PRIME SITE MAS	DSTRKAK91008	5D5H001G	Florence Gardens	\$121.50
Prime/Master Site Config AC Power	DSTRAK91008	5D5H001G	Florence Gardens	Duplicate Serial#
Remote Site Config AC Power	DSTRAK91009	NONE	Anthem Site	Duplicate Serial#
REMOTE SITE G	DSTRAK91009	NONE	Anthem	\$121.50
UPS	SURT192RMXLB3	7S1225F15952	Anthem Site	\$27
UPS	SURTD5000RMXLP3	QS1136150259	Florence Gardens	\$27
XTL5000CONSO	M20KSS9PW1AN	276CFC0155	DISPATCH	\$18
XTL5000CONSO	M20KSS9PW1AN	276CMT0185	DISPATCH	\$18
XTL5000CONSO	M20KSS9PW1AN	276CFC0154	DISPATCH	\$18
XTL5000CONSO	M20KSS9PW1AN	276CMT0183	DISPATCH	\$18
XTL5000CONSO	M20KSS9PW1AN	276CNB0199	DISPATCH	\$18

ATTACHMENT C

Participation in Boycott of Israel

Town of Florence PO Box 2670 Florence, AZ85132

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recently legislation has been enacted to prohibit the Town of Florence from contracting with companies currently engaged in a boycott of Israel. To ensure compliance with A.R.S.

§35-393.01, this form must be completed and returned with the response to the solicitation and any supporting information to assist the Town in making its determination of compliance.

As defined by A.R.S. §35-393.01:

- 1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
 - (a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.
 - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
- 2. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.
- 3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.
- 4. "Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the state treasurer or retirement system owns shares or interests either:
 - (a) together with other investors that are not subject to this section.
 - (b) that are held in an index fund.
- 5. "Public entity" means the Town of Florence ("Town"), a political subdivision of this STATE or an agency, board, commission or department of this Town or a political subdivision of this Town
- 6. "Public fund" means the state treasurer or a retirement system.
- 7. "Restricted companies" means companies that boycott Israel.
- 8. "Retirement system" means a retirement plan or system that is established by or pursuant to title38.

All offerors/vendors must select one of the following and thereby certify that:

 X My company **does not** participate in, and agrees not to participate in during the term of the contract a boycott of Israel in accordance with A.R.S. §35-393.01. I understand that my entire response will become public record.

 My company **does** participate in a boycott of Israel as defined by A.R.S. §35-393.01.

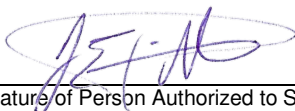
By submitting this certification, proposer agrees to indemnify and hold the Town of Florence, its agents and employees, harmless from any claims or causes of action relating to the Town's action based upon reliance on the above representations, including the payment of all costs and attorney's fees incurred by the Town in defending such an action.

Canyon State Wireless, Inc.

Company Name

1641 N Pinal Ave
Address

Casa Grande AZ 85122
City State Zip



Signature of Person Authorized to Sign

James Pitts
Printed Name

ATTACHMENT D

**Town of Florence
P.O. Box 2670 Florence, AZ 85132
(520) 868-7500
Demonstrating Lawful Presence**

Bids, Proposals or Qualifications

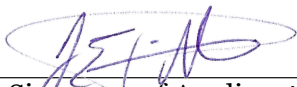
Arizona Revised Statutes 1-501 and 1-502 apply to applicants of "federal public benefits" and "state and local public benefits". Grants, contracts and loans are considered public benefits and state law requires each person who applies for such benefits to submit at least one of the following documents demonstrating "lawful presence" in the United States.

The Principal of each group, consultant, or organization will complete this form.

Check the box next to the document indicating lawful presence.

	An Arizona driver license issued after 1996 or an Arizona non-operating identification license
	A driver license issued by a state that verifies lawful presence in the United States. (See Overview of State's Driver's License Requirements)
	A birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.
	A United States certificate of birth abroad.
X	A United States passport.
	A foreign passport with a United States visa.
	An I-94 form with a photograph.
	A United States citizenship and immigration services employment authorization document or refugee travel document.
	A United States certificate of naturalization.
	A United States certificate of citizenship.
	A tribal certificate of Indian blood.
	A tribal or Bureau of Indian affairs affidavit of birth.

****Attach copy of document to this sheet.**



Signature of Applicant

17 MAY 2018

Date

Signature of Municipal Employee

Date

Exhibit "A"

Please list any deviations from the solicitation document below
(attach additional sheets as needed):

The respondent must be an authorized Motorola Elite Service Specialist.
CSW: Take Exception- Canyon State Wireless is and always has been a Motorola service "specialist" and proven track record of providing maintenance services to Town of Florence and other municipalities without issues or conflicts.

Vendor shall defend, indemnify and hold harmless the Town of Florence from and against claims arising directly or indirectly from the contract and associated work performed.

CSW: Based on legal counsel, we cannot comply with this requirement as written. We are willing to work with the TOF to find mutually acceptable terms.

Assess various hand-held radios, extension microphones, batteries, antennae, belt clips, and other consumables for operability and replace as needed and provide ongoing support for the life of the contract. CSW: No subscriber devices covered in this maintenance agreement (sect C maintenance vi)

Section 2:

The original submission shall be indexed with tabs as follows:

Section 1: Offer Sheet

Section 2: Scope of Services

Section 3: Pricing Schedule (Attachment B)

Section 4: Deviation-Compliance Certification (Attachment A)

Section 5: Israel Boycott Form (Attachment C)

Section 6: Demonstrate Lawful Presence (Attachment D)

CSW: We're responding in the same format as the RFP

**TOWN OF FLORENCE
PROFESSIONAL SERVICES CONTRACT**

THIS PROFESSIONAL SERVICES CONTRACT (“**Contract**”), is made and entered into as of July 16, 2018 (“**Effective Date**”), and is by and between the Town of Florence, a municipal corporation of the State of Arizona (“**Town**”), and Canyon State Wireless, Inc. (“**Contractor**”). The Town and the Contractor may be referred to in the Contract collectively as the “**parties**” and each individually as a “**party**”.

RECITALS

WHEREAS, the Town desires to contract for economic development consulting services as specified in **Exhibit “A”** (“**Scope of Work**” or “**Services**”);

WHEREAS, Contractor is duly qualified to perform the requested Services;

WHEREAS, Contractor has agreed to perform the Services as set forth in **Exhibit “A”** attached hereto and incorporated herein;

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties hereto agree as follows:

AGREEMENTS

1.0 DESCRIPTION, ACCEPTANCE, DOCUMENTATION

Contractor shall act under the authority and approval of the Contract Administrator for the Town, further named herein, to provide the professional services required by this Contract.

1.1 Service Description. The Contractor shall provide the requested services as set forth in **Exhibit “A”** (the “**Services**”). This Contract includes this agreement, including any attachments, and any Task Orders that may be issued as agreed to by the parties to implement the Services. Task Order means a specific written agreement between the Town and Contractor for work to be performed under this Contract for an individual, mutually agreed upon scope of work, schedule and price. In response to Task Orders that may be mutually agreed upon and issued periodically by Town, Contractor shall perform the Services, except as may be specified elsewhere in the Contract which will be defined and further described as to specific project requirements in each Task Orders. The Services shall be performed in accordance with the requirements set forth in each Task Orders.

1.2 Acceptance and Documentation.

1.2.1 Each deliverable shall be reviewed and approved by the Town Manager or his designee to determine acceptable completion.

1.2.2. The Town shall provide all necessary information to the Contractor for timely completion of the tasks specified in item 1.1 above.

1.2.3 All documents, including but not limited to, data compilations, studies, and/or reports, which are prepared in the performance of this Contract are to be and remain the property of the Town and are to be delivered to the Town Manager before final payment is

made to the Contractor.

2.0 FEES, CATEGORIES OF SERVICE AND PAYMENTS

2.1 Fees. Contractor will be paid within 30 days of the receipt of an itemized invoice. Monthly payment may be made to Contractor on the basis of a progress report prepared and submitted by Contractor for the Services completed through the last day of the proceeding calendar month and for the production of the deliverables as spelled out in **Exhibit "A"**, and the individual Task Orders approved by the Town. Contract pricing shall be consistent with the Master Contract, **Exhibit "A"** and any issued Task Orders.

2.2 Categories of Service. Services means in response to Task Orders, including **Exhibit "A"**, that may be mutually agreed upon and issued periodically by Town, Contractor shall furnish all necessary work which will be defined and further described as to specific project requirements in each Task Order.

2.3 Payment Approval. Amounts set forth in Section 1.1, 2.1 and 2.2 represent the entire amounts payable under this Contract and shall be paid upon the submission of monthly invoices to and approved by the Town.

2.4 Business License. Contractor will purchase and maintain a business license with the Town of Florence.

3.0 SCHEDULE AND TERMINATION

3.1 Project Schedule. The Contractor shall perform the Scope of Work in accordance with the schedule attached as **Exhibit "A"**, and any Task Orders.

3.2 Termination.

3.2.1 Termination for Cause: Town may also terminate this Contract with seven (7) days' prior written notice for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any industry standards and customary practices terms and conditions of this Contract. Unsatisfactory performance as judged by Industry standards and customary practices, and failure to provide Town, upon request, with adequate assurances of future performance shall all be causes allowing Town to terminate this Contract for cause. In the event of termination for cause, Town shall not be liable to Contractor for any amount, and Contractor shall be liable to Town for any and all damages sustained by reason of the default which gave rise to the termination.

3.2.2 Termination for Convenience. The Parties reserve the right to terminate this Contract with or without cause upon 30 days' prior written notice. In the event the Town terminates this Contract pursuant to this Section 3.2.2, then in that event the Town agrees to pay for the work performed prior to the date of termination. Town may terminate this Contract, or any part thereof for its sole convenience, at any time without penalty or recourse.

3.2.3 Termination for Violation of Law. In the event Contractor is in violation of any Federal, State, County or Town law, regulation or ordinance, the Town may terminate this Contract immediately upon giving notice to the Contractor.

3.3 Funds Appropriation. If the Town Council does not appropriate funds to continue this Contract and pay for charges hereunder, the Town may terminate this Contract at the end of the current fiscal period. The Town agrees to give written notice pursuant to Section 4.13 of termination to the Contractor at least thirty (30) days prior to the end of its current fiscal period and will pay to the Contractor all approved charges incurred through the end of such period.

3.4 Terms. The term of this Contract shall be from the Effective Date for three years with the option of two additional one (1) year renewals. Task Orders may be issued at any time during the term of this Contract. This Contract will remain in full force and effect during the performance of any Task Orders. Time is of the essence to the terms of this Contract.

4.0 GENERAL TERMS

4.1 Entire Contract. This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the Services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives of each party.

4.2 Arizona Law. This Contract shall be governed and interpreted according to the laws of the State of Arizona, without reference to choice of law or conflicts of laws principles thereof.

4.3 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.

4.4 Assignment. Services covered by this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the Town Manager. The Town acknowledges the sub-consultant(s) listed in **Exhibit "A"** and consents to the use of that sub-consultant.

4.5 Successors and Assigns. This Contract shall extend to and be binding upon Contractor, its successors and assigns, including any individual, company, partnership or other entity with or into which Contractor shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Contractor shall sell its assets.

4.6 Contract Administrator. The Contract Administrator for the Town shall be the Town Manager or designee. The Contract Administrator shall oversee the execution of this Contract, assist the Contractor in accessing the organization, audit billings, and approve

payments. The Contractor shall channel reports and special requests through the Contract Administrator.

4.7 Records and Audit Rights.

4.7.1 Contractor's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the Town to substantiate charges and claims related to this Contract shall be open to inspection and subject to audit and/or reproduction by Town's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the Service, and any invoices, change orders, payments or claims submitted by the Contractor or any of his payees pursuant to the execution of the Contract. The Town's authorized representative shall be afforded access, at reasonable times and places, to all of the Contractor's records and personnel pursuant to the provisions of this section throughout the term of this Contract and for a period of three years after last or final payment.

4.7.2 Contractor shall require all subcontractors, insurance agents, and material suppliers to comply with the provisions of this section by insertion of the requirements hereof in a written agreement between Contractor and such subcontractors, insurance agents, and material suppliers.

4.7.3 If an audit in accordance with this section, discloses overcharges, of any nature, by the Contractor to the Town in excess of one percent (1%) of the monthly billings, the actual cost of the Town's audit shall be reimbursed to the Town by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time, not to exceed thirty (30) days from presentation of Town's findings to Contractor.

4.8 Attorneys' 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 party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

4.9 Ineligible Bidder. The preparer of specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or Contractor on the solicitation for which they prepared the specification.

4.10 Independent Contractor.

4.10.1 The Services Contractor provides under the terms of this Contract to the Town are that of an Independent Contractor, not an employee, or agent of the Town. The Town will report the value paid for these Services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

4.10.2 Town 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.

4.11 Conflict of Interest. The Town may cancel any Contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the Town's departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when written notice from the Town is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. § 38-511).

4.12 Compliance with Federal and State Laws.

4.12.1 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.

4.12.2 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").

4.12.3 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.

4.12.4 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.

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

4.12.6 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.

4.12.7 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.

4.12.8 The provisions of this Section 4.12 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.

4.13 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.

In the case of Contractor: Canyon State Wireless, Inc.
James Pitts, President
8 Corral Rd
Sierra Vista, AZ 85635

In the case of Town: Town of Florence
775 N, Main Street
PO Box 2670
Florence, AZ 85132
Attn: Town Manager

Notices shall be deemed received on date delivered, if delivered by hand, or on the delivery date indicated on receipt if delivered by certified or registered mail.

4.14 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.

4.15 Taxes. Contractor shall be solely responsible for any and all tax obligations which may result out of the Contractor's performance of this Contract. The Town shall have no obligation to pay any amounts for taxes, of any type, incurred by the Contractor.

4.16 Advertising. No advertising or publicity concerning the Town using the Contractor's Services shall be undertaken without prior written approval of such advertising or publicity by the Town Contract Administrator. Written approval is required until such time as the project is complete or any adjudication of claims relating to the Services provided herein is complete, whichever occurs later.

4.17 Counterparts. This Contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

4.18 Captions. The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

4.19 Subcontractors. During the performance of the Contract, the Contractor may engage such additional subcontractors as may be required for the timely completion of this Contract. The addition of any subcontractors shall be subject to the prior approval of the Town. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Contractor. The Town acknowledges the sub-consultant(s) listed in **Exhibit "A"** (if any) and consents to the use of that sub-consultant.

4.20 Indemnification.

4.20.1 To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall indemnify, defend, hold harmless the Town of Florence, its Mayor, Council members, agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to damages for personal injury or personal property damage, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, directly and solely related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused solely by Contractor relating to work or services in the performance of this Contract, including but not limited to, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and subcontractor's employees.

4.20.2 Insurance provisions set forth in this Contract 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 Contract shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

4.21 Changes in the Services.

4.21.1 The Town may at any time, as the need arises, order changes within the scope of the work without invalidating the Contract. If such changes increase or decrease the amount due under the Contract documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by written Change Order.

4.21.2 The Town will execute a formal Change Order based on detailed written quotations from the Contractor for work related changes and/or a time of completion variance. All Change Orders are subject to the prior written approval by the Town Manager.

4.21.3 Contract Change Orders are subject to the Rules and Procedures within the Town's Procurement Code.

4.22 Alternative Dispute Resolution. If a dispute arises between the parties relating to this Contract, the parties agree to use the following procedure prior to either party pursuing other available remedies:

4.22.1 A meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

4.22.2 If, within 30 days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will jointly appoint a mutually acceptable neutral person not affiliated with either of the parties (the “neutral”), seeking assistance in such regard if they have been unable to agree upon such appointment within 40 days from the initial meeting. The fees of the neutral shall be shared equally by the parties.

4.22.3 In consultation with the neutral, the parties will select or devise an alternative dispute resolution procedure (“ADR”) by which they will attempt to resolve the dispute, and a time and place for the ADR to be held, with the neutral making the decision as to the procedure, and/or place and time if the parties have been unable to agree on any of such matters within 20 days after initial consultation with the neutral.

4.23.4. The parties agree to participate in good faith in the ADR to its conclusion as designated by the neutral. If the parties are not successful in resolving the dispute through the ADR, then the parties may agree to submit the matter to binding arbitration or a private adjudicator, or either party may seek an adjudicated resolution through the appropriate court.

4.23 Town Provided Information and Services. The Town shall furnish the Contractor available studies, reports and other data pertinent to the Contractor's Services; obtain or authorize the Contractor to obtain or provide additional reports and data as required; furnish to the Contractor services of others required for the performance of the Contractor's Services hereunder, and the Contractor shall be entitled to use and rely upon all such information and services provided by the Town or others in performing the Contractor's Services under this Contract.

4.24 Estimates and Projections. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, the Contractor has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the Contractor makes no warranty that the Town's actual project costs, financial aspects, economic feasibility, or schedules will not vary from the Contractor's opinions, analyses, projections, or estimates.

4.25 Access. The Town shall arrange for access to and make all provisions for the Contractor to enter upon public and private property as required for the Contractor to perform Services hereunder.

4.26 Third Parties. The services to be performed by the Contractor are intended solely for the benefit of the Town. No person or entity not a signatory to this Contract shall be entitled to rely on the Contractor's performance of its Services hereunder, and no right to assert a claim against the Contractor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Contract or the performance of the Contractor's Services hereunder.

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

5.0 INSURANCE

5.1. General. Contractor agrees to comply with all Town ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to Town of Florence. Failure to maintain insurance as specified may result in termination of this Contract at Town of Florence's option. The Contractor is primarily responsible for the risk management if its Services under this Contract, 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 Contract. The Contractor shall require any and all subcontractors to maintain insurance as required herein naming the Town and Contractor as "Additional Insured" on all insurance policies, except Worker's Compensation and Errors & Omissions, and this shall be reflected on the Certificate of Insurance. The Contractor's insurance coverage shall be primary insurance with respect to all available sources. Coverage provided by the Contractor shall not be limited to the liability assumed under the Indemnification provision of this Contract. To the extent permitted by law, Contractor waives all rights of subrogation or similar rights against Town, its Mayor, councilmembers, officials, representatives, agents, and employees. All insurance policies, except Workers' Compensation and Errors & Omissions, required by this Contract, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of performance of this Contract, 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 Contract at any time. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of this Contract.

5.2 No Representation of Coverage Adequacy. By requiring insurance herein, Town of Florence does not represent that coverage and limits will be adequate to protect Contractor. Town of Florence 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 Contract or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

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

5.4 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 Town of Florence. Contractor shall be solely responsible for any such deductible or self-insured retention amount. Town of Florence, at its option, may require Contractor to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

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

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

5.7 Required Coverage.

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

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

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

5.7.4 Errors & Omissions Liability. Coverage Amount: \$1,000,000 per occurrence/aggregate, unless higher coverage limits are required under the Master Contract Documents, in which case such higher limits shall apply.

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 has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the Town of Florence by its Town Manager has hereunto subscribed his name this 16th day of July 2018.

TOWN OF FLORENCE

By: _____

Brent Billingsley, Town Manager

By:  _____

Name: James Pitts

Its: President


Attest:

Lisa Garcia, Town Clerk

Approved as Form:

Clifford L. Mattice, Florence Town Attorney

Exhibit "A"
Proposal from Canyon State Wireless, Inc.

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 13c.
MEETING DATE: July 16, 2018 DEPARTMENT: Finance STAFF PRESENTER: Joe Jarvis, Finance Director SUBJECT: Contract with Fester & Chapman, PLLC, for annual auditing services		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input checked="" type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Authorization to enter into a contract with Fester & Chapman, PLLC, for annual auditing services for Fiscal Year 2017-2018 in amount not to exceed \$41,150.

BACKGROUND/DISCUSSION:

The Town of Florence advertised a Request for Proposals (RFP) for annual audit services that will included a Comprehensive Annual Financial Statement, Highway User Revenue Fund (HURF) Attestation, and Annual Expenditure Limitation Report. The annual services may include a single audit on Federal funds, Municipal Court triannual agreed upon procedures, biennial development impact fee audit and an audit of the special districts.

The Town received proposals from six qualified firms. The review panel of staff members scored each proposal on its compliance with instructions, professional abilities of the staff, project understanding and pricing. The review focused on the proposer’s professional abilities and their project understanding and approach. At the conclusion of the review, the panel narrowed the field to three proposals.

Each of the remaining firms were interviewed. The interview consisted of a review of a recent final product of the proposer, a presentation by the proposer, and the questions by the review panel.

It was a challenging review process in the opinion of the review panel because each proposer could complete the annual audit services; however, Fester & Chapman PLLC, excelled with their proposal and in the interview.

A VOTE OF NO WOULD MEAN:

Staff would seek direction from the Town Council as to how they would like to proceed.

A VOTE OF YES WOULD MEAN:

The Town would be under contract with Fester & Chapman, PLLC, three years with the potential to renew for two additional years.

FINANCIAL IMPACT:

The \$41,150 will include \$30,650 for the annual audit services, \$2,500 for an audit of the Development Impact Fees and \$8,000 for an audit of Community Facility Districts No. 1 and No. 2. The scope of work for the District audits has yet to be defined, but the hourly rate is set within the proposal from Fester & Chapman, PLLC.

Below are the costs for the defined projects.

	Comprehensive Annual Financial Statement & HURF and Expenditure Limitation attestation	Single Audit, as needed	Court's triannual agreed upon procedures	Biennial Development Impact Fee engagement
FY2018	\$30,650	\$4,500	\$3,000	\$2,500
FY2019	\$31,300			
FY2020	\$32,000			
FY2021	\$32,750			
FY2022	\$33,550			

ATTACHMENTS:

- Bid tab
- Proposal from Fester & Chapman, PLLC
- Contract with Fester & Chapman, PLLC
- Audit Engagement Letter

Vendor name	Offer Sheet	Deviation/ Compliance Certification	Israel Boycott Form	Demonstrating Lawful Presence Form	Letter of Transmittal	Technical Section	Pricing Section	Comments
Contact Person Phone/Fax	1 ORIGINAL 3 COPIES							
4 Fester & Champman 9019 E. Bahia Drive, Suite 100 Scottsdale AZ 85260-1553 PH # 602-264-3077	1 original 3copies	Yes	Yes	Yes	Yes	Yes	Yes	
5 Vavrinek, Trine, Day & Co. 10681 Foothills Blvd. Suite 300 Rancho Cucamonga, CA 91730 PH # 909-466-4410	1 original 3copies	Yes	Yes	Yes	Yes	Yes	Yes	
6 Snyder & Butler, CPAs, PLLC 3933 S. McClintock Drive, Suite 505 Tempe AZ 85282 PH # 480-339-7147	1 original 3copies	Yes	Yes	Yes	Yes	Yes	Yes	
Attach additional page(s), if necessary								
Vendor Selected	Address							
Justification (if not lowest price)								
Department Head Approval				Date:				
Finance Director Approval				Date:				
Town Manager Approval				Date:				
<p>*If over \$25,000, must go to Town Council for approval. Attach this approved for to purchase request with written quotes, if applicable.</p>								

A proposal to provide
financial audit services for
fiscal years 2018-2020

Town of Florence

Submitted by Fester & Chapman, PLLC
Submitted on May 3, 2018

OFFER SHEET

The Town of Florence will accept competitive sealed proposals for Professional Auditing Services at the mailing address or physical location until the date and time detailed below. Proposals shall be in the actual possession of the Town on or prior to the exact date and time indicated below. Late proposals will not be considered. Proposals shall be submitted in a sealed package with "RFP – Professional Auditing Services", and the Auditor’s name and address clearly indicated on the front of the package. All proposals shall be completed in ink or typewritten. Auditors are strongly encouraged to carefully read the entire Request for Proposal (RFP).

Proposal Due Date: May 3, 2018
Proposal Time: 2:00 P.M. MST
Proposal Opening: 2:30 P.M. MST
Deliver To: Lisa Garcia, Town Clerk
775 N. Main Street/P.O. Box 2670
Florence, AZ 85132
Contact: Joan R. Miller, CPA
Email: joan.miller@florenceaz.gov
Number of Proposals: One original (bound),
Three copies (unbound)

OFFER:

The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the Town of Florence a proposal that contains all terms, conditions, specifications, and amendments in the Notice of RFP issued by the Town. Any exception to the terms contained in the Notice of RFP must be specifically indicated in the Deviation/Compliance Certification (Attachment A).

The signature below certifies your understanding and compliance with the Terms and Conditions contained in the Request for Proposal package issued by the Town.

Arizona Transaction Privilege Tax License Number: N/A

Company Name: Fester & Chapman, PLLC

Federal Employer Identification Number: 82-1455657

Email: Kcamberg@f-cpc.com Telephone: 602-264-3077

Address: 9019 E. Bahia Dr., Ste 100 City: Scottsdale State: AZ Zip: 85260

Name of Authorized Signature for Offer: Kevin Camberg
(Printed Name)

Signature of Authorized Offer: _____ Title of Authorized Signer: Managing Partner

DEVIATION/COMPLIANCE CERTIFICATION

If the undersigned Bidder intends to deviate from the terms and requirements of any Contract Documents made a part of this solicitation, all such deviations shall be listed on this certification form, with complete detailed conditions and information included or attached. The Town may consider any deviations in its review, scoring and award decisions, and the Town reserves the right to accept or reject any proposal, offer, or bid based upon any deviations indicated herein or in any attachments hereto.

In the absence of any deviation entry on this form, the Bidder agrees, certifies, and warrants the Town of their full compliance with all Contract Documents, and all other information contained in this solicitation.

Please list any deviations from the solicitation document below (attach additional sheets as needed):

None

By signing below, I agree, certify, and warrant that the offer/proposal I am submitting ___does X does not (check one line) deviate from the terms and requirements of the Contract Documents listed in this document. If deviating from the specifications of the solicitation, all such deviations are listed on this form, with complete detailed conditions and information included or attached. Any attachments to this form are identified as a continuation of the deviations to this solicitation.

Printed Name: _____ Signature: _____ Date: _____
Kevin Camberg _____ May 3, 2018

THIS PAGE MUST BE RETURNED WITH THE BID/OFFER/PROPOSAL

Participation in Boycott of Israel

Town of Florence PO Box 2670 Florence, AZ 85132

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recently legislation has been enacted to prohibit the Town of Florence from contracting with companies currently engaged in a boycott of Israel. To ensure compliance with A.R.S. §35-393.01, this form must be completed and returned with the response to the solicitation and any supporting information to assist the Town in making its determination of compliance.

As defined by A.R.S. §35-393.01:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
 - (a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.
 - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.
3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.
4. "Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the state treasurer or retirement system owns shares or interests either:
 - (a) together with other investors that are not subject to this section.
 - (b) that are held in an index fund.
5. "Public entity" means the Town of Florence("Town"), a political subdivision of this STATE or an agency, board, commission or department of this Town or a political subdivision of this Town
6. "Public fund" means the state treasurer or a retirement system.
7. "Restricted companies" means companies that boycott Israel.
8. "Retirement system" means a retirement plan or system that is established by or pursuant to title 38.

All offerors/vendors must select one of the following and thereby certify that:

 X My company **does not** participate in, and agrees not to participate in during the term of the contract a boycott of Israel in accordance with A.R.S. §35-393.01. I understand that my entire response will become public record.

 My company **does** participate in a boycott of Israel as defined by A.R.S. §35-393.01.

By submitting this certification, proposer agrees to indemnify and hold the Town of Florence, its agents and employees, harmless from any claims or causes of action relating to the Town's action based upon reliance on the above representations, including the payment of all costs and attorney's fees incurred by the Town in defending such an action.

Fester & Chapman , PLLC

 Company Name
 9019 E. Bahia Drive, Ste 100

 Address
 Scottsdale, AZ, 85260

 City State Zip

 Signature of Person Authorized to Sign
 Kevin Camberg

 Printed Name
 Managing Partner

 Title

Town of Florence
P.O. Box 2670 Florence, AZ 85132
(520) 868-7500
Demonstrating Lawful Presence

Bids, Proposals or Qualifications

Arizona Revised Statutes 1-501 and 1-502 apply to applicants of "federal public benefits" and "state and local public benefits". Grants, contracts and loans are considered public benefits and state law requires each person who applies for such benefits to submit at least one of the following documents demonstrating "lawful presence" in the United States.

The Principal of each group, consultant, or organization will complete this form.

Check the box next to the document indicating lawful presence.

X	An Arizona driver license issued after 1996 or an Arizona non-operating identification license
	A driver license issued by a state that verifies lawful presence in the United States. (See Overview of State's Driver's License Requirements)
	A birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.
	A United States certificate of birth abroad.
	A United States passport.
	A foreign passport with a United States visa.
	An I-94 form with a photograph.
	A United States citizenship and immigration services employment authorization document or refugee travel document.
	A United States certificate of naturalization.
	A United States certificate of citizenship.
	A tribal certificate of Indian blood.
	A tribal or Bureau of Indian affairs affidavit of birth.

****Attach copy of document to this sheet.**

 Signature of Applicant

May 3, 2018

 Date

 Signature of Municipal Employee

 Date



May 3, 2018

Lisa Garcia, Town Clerk
775 N. Main Street/ P.O. Box 2670
Florence, AZ 85132

Thank you for inviting Fester & Chapman, PLLC (the Firm), to submit a proposal to perform audit services for the Town of Florence (the Town) for the fiscal years ending June 30, 2018, 2019, and 2020. These services will be performed according to the scope of work defined in your Request for Proposal listed in the scope of work, and definitive engagement letters will also be provided to you if our proposal is accepted.

We would be proud to provide audit services to the Town, as our firm's over 50 years of auditing and accounting experience is almost entirely devoted to government and nonprofit entities. We currently provide audit, consulting and tax services to more than 130 other Arizona nonprofit and governmental organizations, including other Arizona cities, special districts and counties.

Our firm is a leader in the area of governmental accounting because we combine our experience and the talents of our staff to provide professional attention to our clients. Our high standards for service differentiate us from other firms, and we make sure that every client is served by the expertise of the firm. Moreover, our audit engagement team will consist of a partner and a manager who not only have comprehensive experience auditing a governmental unit like yours, but are also dedicated to providing outstanding services that anticipate your needs.

We believe that we possess the qualifications to provide the Town with the required service within the timeline desired. If you have any questions regarding this proposal, please contact me directly. I appreciate the opportunity to discuss this proposal with you in person and look forward to the opportunity to work with you.

The individual signing this transmittal letter is authorized to bind the Firm to contract with the Town. Should you have any questions, please feel free to contact Kevin Camberg, Managing Partner who is authorized to make representations on behalf of the firm at 602-264-3077, email at kcamberg@f-cpc.com, or mailing address- 9019 East Bahia Dr., Suite 100, Scottsdale, Arizona 85260.

Sincerely,

Kevin Camberg, CPA
Managing Partner

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EXECUTIVE SUMMARY

The firm of Fester & Chapman, PLLC prides itself on its excellent professional staff and its high level of quality service. We believe that you will see in our detailed proposal that the experience of the firm's members coupled with our commitment to serving special districts, government and not-for-profit entities makes our firm the best choice for your auditing and accounting requirements.

We believe that our many years of experience auditing government annual financial reports provides us with unique insight into your accounting and financial reporting requirements. Familiarization with a client and its field of endeavor is an essential part of any audit engagement. That familiarization will come about quickly in regards to the Town of Florence, due to the fact that we audit several other municipalities, counties and special districts in Arizona.

We have extensive experience and expertise providing the services that the Town has requested, including an annual financial audit, an annual Single audit, a triennial municipal court review, and assistance preparing the Town's CAFR to meet the requirements for the GFOA's Certificate of Achievement for Excellence in Financial Reporting. We currently audit and provide accounting, management and tax services to over 130 government and non-profit organizations, and we have performed more than 40 Comprehensive Annual Financial Reports audits.

We understand that the following three attributes are the most important to you in the selection of your auditor:

Experience – For the last several decades, we have audited various governmental entities in Arizona just like yours. Moreover, we have assisted many of them in successfully acquiring the GFOA's Certificate of Achievement for Excellence in Financial Reporting.

Expertise – Each professional assigned to your engagement will have a clear understanding of your operations and control structure, which will help us in navigating your accounting records, raising appropriate inquiries, and streamlining the audit approach.

Excellence – We believe that our mission to provide services is more than just issuing audit opinions, but includes a commitment to continuously work for improvement, search for weaknesses, identify risks, and prepare for changes. We follow through with this commitment in three ways. First, we consistently discuss our observations with management and provide feedback for improvement. Secondly, we will proactively send out written memos or updates when there are relevant topics that affect your organization. Third, we may invite you to various conferences and webinars that are relevant to you. We are dedicated to providing the Town with prompt and effective services that not only respond to, but also anticipate your needs.

LICENSE to PRACTICE in ARIZONA

Fester & Chapman, PLLC is licensed by the Arizona State Board of Accountancy (Registration Number 344) to practice public accounting. Key professional staff assigned to the Town's audit are Certified Public Accountants licensed in Arizona and not currently prohibited from participating in a public procurement activity. For proof of our active registration, refer to www.azaccountancy.gov/cpadirectory/CPAsearch.aspx.

FIRM QUALIFICATIONS AND EXPERIENCE

Firm overview

Fester & Chapman, PLLC, Certified Public Accountants, has practiced in Arizona since 1964. Our firm furnishes quality services to individuals, businesses, non-profits and governmental units predominantly in the following areas - accounting, auditing, income tax services including research and consultation, management advisory services and business consulting. We believe that our success over the past decades is a direct result of the day-to-day personal attention that our clientele receives and the working relationship that we have with management.

Fester & Chapman, PLLC is a properly licensed certified public accounting firm. The firm has no record of performing substandard audit work. We have undergone six external reviews of our auditing and accounting practice by independent organizations, under the American Institute of Certified Public Accountants Peer Review Program. We received the highest possible report (unqualified), and no letter of comments in our most recent review.

The Firm presently consists of fifteen professional accountants and clerical staff. Currently the professional staff consists of two auditing and accounting directors, a tax director, three managers, a supervisor, three senior accountants and five staff accountants, of which 12 have acquired the Certified Public Accountants (CPA) license. Our office is located at 9019 E. Bahia Drive, Suite 100 in Scottsdale, Arizona.

Fester & Chapman, PLLC is committed to quality governmental and not-for-profit audit services, as can be seen from the continuing professional education our staff receives. Our staff receives 40-50 hours annually of training under governmental accounting and auditing standards and other topics pertinent to audits of governmental organizations. Most of our staff are licensed CPAs and all of our auditors have experience with government auditing. Many of them have also acquired the Certified Governmental Financial Manager (CGFM) designation showing their expertise serving governmental and related organizations.

As a firm, we are unique because we use our firm's size to our advantage. This enables us to help ensure the continuity of professionals on subsequent audits and provide ample attention to each of our clients. Moreover, because of our firm's size, our auditors are in constant communication with one another and are always sharing their experience and knowledge. The discussions that result between our auditors increase our awareness of new issues and bring to light audit methods that are consistently effective. Each of our auditors specializes in nonprofit and governmental auditing, as our resources are devoted almost entirely to these organizations.

Fester & Chapman, PLLC has extensive experience in governmental and not-for-profit auditing, including financial and compliance audits. We have listed some of the governmental audits and other engagements we have performed in on Appendix C (page 18) of this proposal.

FIRM QUALIFICATIONS AND EXPERIENCE (Continued)

Qualifications

We have extensive experience with Comprehensive Annual Financial Reports (CAFRs) and helping our clients prepare CAFRs that receive the GFOA's Certificate of Achievement for Excellence in Financial Reporting. We believe we have the experience and expertise to guide the Town to meet its goal of receiving the GFOA Certificate for the next 5 years.

Our ability to serve you is exemplified by our experience serving governments similar to the Town. We currently have 3 municipal clients and 1 special district which prepare a CAFR for the Government Finance Officers Association (GFOA) Certificate of Achievement Program for Excellence in Financial Reporting, and all of them have been awarded the certificate of Achievement Award. In addition, our audit manager also serves as a member of GFOA's Special Review Committee, allowing him to perform voluntary reviews of many other CAFRs each year.

The following summarizes the services we provide to governments each year:

- Audit services for 7 cities and counties,
- Audit services for several special taxing districts including water districts, wastewater districts, health service districts, finance authorities, and housing authorities,
- Audit services on behalf of the State of Arizona Office of the Auditor General, and
- Agreed upon procedures for housing authorities' REAC submissions, landfill financial assurance services, and triennial court review services for about 20 courts.

The Firm has received peer review ratings of pass, the best possible outcome, since the inception of the peer review process in the 1980's. These quality control reviews included a review of specific government audit engagements. A copy of our most recent peer review completed in 2015 is included in Appendix A to this proposal.

The Firm has no record of substandard work and there have been no federal or state reviews of the Firm's audits, or disciplinary actions taken or pending against the Firm.

Fester & Chapman, PLLC, and staff are members of the following professional organizations:

- American Institute of Certified Public Accountants (AICPA)
- AICPA's Government Audit Quality Center
- AICPA's Private Companies Practice Section
- AICPA's Employee Benefit Plan Audit Quality Center
- Arizona Society of Certified Public Accountants (ASCPA)
- Association of Government Accountants (AGA)
- Government Finance Officers Association's (GFOA's) Special Review Committee

We believe that our expertise in and our commitment to excellence will enable us to perform an effective and efficient audit of the Town and help the Town to reach its goal of consistently receiving the GFOA's Certificate of Achievement for Excellence in Financial Reporting.

FIRM QUALIFICATIONS AND EXPERIENCE (Continued)

Qualifications (cont'd)

Fester & Chapman, PLLC provides audit services to many governmental entities similar in size and scope of operations as the Town. The following list includes 5 similar governmental audit engagements that we have completed, and our clients' contact information for references that will speak to the quality of the audit services we provide.

Government Client and Contract	Services Performed:			Date of Contract	Financial system
	Financial & Single Audit	CAFR	Total Staff hours		
Yuma County, Arizona Gilberto Villegas, CFO gilberto.villegas@yumacountyaz.gov (928) 373-1012	X	X GFOA Certificate (2012-2016)	650	2012- Present	
City of Apache Junction, Arizona Donna Meinerts, Finance Director dmeinerts@ajcity.net (480) 474-5110	X	X GFOA Certificate (2005-2016)	380	1993- Present	
City of Bullhead City, Arizona Rudy Vera, Finance Director rvera@bullheadcity.com (928) 763-9400	X	X GFOA Certificate (2013-2015)	380	2005- 2015	
City of Winslow, Arizona Elias Jouen, Finance Director ejouen@winslowaz.gov 928-289-5533	X	NA	400	2014- Present	Caselle
City of South Tucson Lourdes Aguirre, Finance Director laguirre@southtucson.org 520-792-2424	X	NA	320	2014- Present	Caselle

Legend: X – service performed for client.

FIRM QUALIFICATIONS AND EXPERIENCE (Continued)

Qualification (cont'd)

Fester & Chapman, PLLC, is committed to staffing the Town's audit with competent and professional personnel. Our professionals are well trained and experienced in accounting standards applicable for local governments.

The audit engagement team will consist of:

Kevin Camberg, CPA and CGMA, will serve as the partner-in-charge of the audit and other services. Kevin will review the audit workpapers, financial statements, and reports. He will also present the results of the audit to the Town's Council. Kevin has over 20 years of experience serving nonprofit and governmental entities across Arizona.

Ben Hur, CPA, CGFM, will serve as the manager-in-charge and supervise staff assigned to the Town's audit. Along with performing part of the audit test work, his primary role will be to technically review all audit workpapers, financial statements, and reports. Moreover, he will be the primary point of contact throughout the audit. Ben has over 10 years of experience serving nonprofit and governmental entities across Arizona. He also has extensive experience with CAFR reporting and is a reviewer in the GFOA's Special Review Committee for the Certificate of Achievement for Excellence in Financial Reporting program.

Lina Li, CPA, will serve as a support staff auditor. She will perform control and compliance testing and complete workpapers and review draft financial reports. Lina is a licensed CPA in Arizona.

Our audit engagement team features:

- 3 CPAs licensed in Arizona,
- 1 Member of GFOA's special review committee for CAFR certification program,
- Average 12 years of experience in public accounting,
- Average of 110 governmental audits performed,
- Average of 30 CAFRs reviewed,
- Average of 150 Single Audits performed.

FIRM QUALIFICATIONS AND EXPERIENCE (Continued)

Audit approach

We recognize the vital importance of complete, thorough, efficient and effective audits being performed for municipalities. This view is crucial in fulfilling the reporting responsibility to governmental funding sources and to the management of the Town. For this reason, we will staff your audit with trained, experienced professionals who have the ability to think and react to situations as they arise. The audit team will be especially alert to the Town’s unique accounting issues. These same professionals will also be assigned to your audit in future years.

Proposed segment	Level of staff			
	Partner-in-charge	Manager	Staff	Total
Planning and risk assessment	4	12	16	32
Financial audit procedures	8	32	80	120
CAFR preparation	4	16	24	44
Conclusion	4	40	60	104
Single audit procedures, if applicable	4	12	28	44
	24	112	208	344

We carefully consider the time we have available within our schedule before submitting every proposal; therefore, we believe that we have the capacity to perform the services above within Town’s requested timeframe.

In the first year, we will develop a comprehensive understanding of the Town’s operations, control environment, accounting policies and procedures, organizational documents, make-up of accounts and potential for fraud within the organization. In addition, analytical audit procedures will be heavily utilized during planning and the final stage of the audit to identify any unusual and significant transactions in year-to-year comparisons.

The audit team will use following audit software and online resources:

- Thomson Reuters PPC Practice Aids to generate audit programs and checklists,
- PPC’s Smart Practice Aids to assist in performing required risk assessment procedures,
- Thomson Reuters Checkpoint, and
- CaseWare’s Working Papers for paperless audit files.

FIRM QUALIFICATIONS AND EXPERIENCE (Continued)

Audit approach (cont'd)

Procedures will be as follows:

Planning	<ol style="list-style-type: none"> 1. Hold an entrance conference to plan the audit process. 2. Provide a Client Assistance List to indicate the documents and schedules needed for the audit. 3. Obtain an organizational chart and position descriptions. 4. Create a permanent file for organizational documents and policies and procedures.
Risk assessment and understanding of internal controls	<ol style="list-style-type: none"> 5. Perform a Control Risk and Fraud Risk Assessment for the Town, including the Accounting System and Control Procedures. 6. Perform an Analytical Review of accounts and preliminary financial statements, identifying areas to devote substantial audit effort to. 7. Perform a Computer Processing Review. 8. Obtain understanding of policies and procedures for applicable transaction cycles. 9. Read Council minutes. 10. Prepare a planning memorandum.
Fieldwork	<ol style="list-style-type: none"> 11. Perform introductory fieldwork, including review of transaction cycles, review and tests of the general ledger and books of record. 12. Identify unusual or related party transactions. 13. Request that your attorney to inform us of relevant legal issues. 14. Test internal controls over payroll and non-payroll cash disbursements, the billing cycle, and if applicable, federal expenditures and compliance requirements. We will determine sample sizes using PPC's audit programs and checklists, and they will likely range from 40-68 transactions for each area of control testing. 15. Obtain analyses of all relevant asset, liability, revenue and expense accounts, and test the details. 16. Identify the nature of and source of other revenues, test details and analytically review them. 17. Test expenses and their classifications. 18. Based on a review of documentation and inquiries, we will identify laws, regulations and other requirements direct and material to the Town to test its controls over, and compliance with those requirements.
Reporting	<ol style="list-style-type: none"> 19. Conduct an exit conference with your personnel to discuss audit findings and results. 20. Prepare financial statements, and a management letter regarding operational needs and internal control weaknesses. 21. Request that management responds to findings and we will issue final reports.

FIRM QUALIFICATIONS AND EXPERIENCE (Continued)

Audit approach (cont'd)

We believe that the following characterizes our audit approach.

Long-term relationship – We genuinely care about building long-lasting relationships with each of our clients, which is fundamental to the way that we have conducted business over the past half-century. This philosophy is evident in how we communicate audit results to our clients and those charged with governance, and it is evident in how we manage our audit engagements.

Engagement team continuity – Moreover, we make it a priority to ensure continuity with our engagements and make every effort to ensure the key members of the engagement team remain on the engagement in subsequent years. By doing so, we can build upon our previous audit experience and understanding to provide a more efficient and effective audit in subsequent years.

Emphasis on planning – We emphasize proactive, effective planning to make the most of our time in the field with minimal disruption to the Town's daily operations. We will spend time to gain a thorough understanding of the facts, circumstances, and complexities unique to your operations at the beginning of the audit, which will help us tailor our audit to be more efficient and thorough.

Commitment throughout the year – We believe that an audit is more than just fieldwork, but a constant effort to anticipate your accounting needs. We are available year-round to answer any questions you may have about reporting regulations, changes in accounting standards, specific reporting issues, and other questions within the scope of our audit procedures.

Our people – We think the quality of an audit is driven by our staff members who have the experience and knowledge to think and react to situations as they arise. We use our firm's size to our advantage as our auditors are constantly in communication with one another and share their experiences and expertise from a diverse set of backgrounds. Our firm's culture helps us to provide our clients with a more well-rounded and comprehensive audit experience from our seasoned professional staff.

Identification of Anticipated Potential Audit Problems

We do not anticipate any audit problems. Should any audit problems arise, we will immediately discuss the issue with the appropriate level of the Town's management and a plan will be implemented to address the problem.

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES

For the audit of the FYE 2017/2018
Financial Statements

Category	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partners	20	\$250	\$200	\$ 4,000
Manager	100	\$150	\$130	\$ 13,000
Staff	180	\$ 85	\$ 75	\$ 13,500
Administrative Staff	5	\$ 40	\$ 30	\$ 150
Subtotal	305			\$30,650
Total all-inclusive maximum price for the FY 2017/18 audit				\$ 30,650

Below is our summary of estimated fees for each service to be provided to the Town:

Total all-inclusive maximum price:				
	Comprehensive Annual Financial Statement, HURF and AELR attestation	Single Audit, if necessary	Court's triannual agreed upon procedures, if necessary	Biennial Development Impact Fee engagement, if necessary
FY2018	\$ 30,650	\$ 4,500	\$ 3,000	\$2,500
FY2019	\$ 31,300			
FY2020	\$ 32,000			
FY2021, if extended	\$ 32,750			
FY2022, if extended	\$ 33,550			

RATES FOR ADDITIONAL PROFESSIONAL SERVICES

If it should become necessary for the Town to request Consultant render additional services to either supplement the Services to be provided in this Agreement or to perform additional work as a result of the specific recommendations included in any report issued, then such additional work shall be performed only if set forth in an addendum to the agreement between the Town and Consultant. Any such additional work agreed to between the Town and Consultant shall be performed at the same rates set forth in this Cost Proposal.


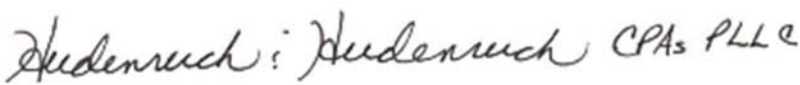
Company Name: Fester & Chapman, PLLC

Signature: _____

APPENDIX A - PEER REVIEW REPORTS

Fester & Chapman, PLLC, has received peer review ratings of pass, the best possible outcome, since the inception of the peer review process in the 1980's. We have no record of substandard work, there have been no federal or state reviews of our audits, and no disciplinary actions have been taken or are pending against us. A copy of our most recent peer review completed in 2015 is included below.


Part 1:

<p> Heidenreich & Heidenreich, CPAs, PLLC 10201 S. 51st Street, Suite #170 Phoenix, AZ 85044 (480)704-6301 fax 785-4619</p> <hr/> <p>System Review Report</p> <p>July 15, 2015</p> <p>To the Owners of Fester & Chapman P.C. and the Peer Review Committee of the CA Society of CPAs</p> <p>We have reviewed the system of quality control for the accounting and auditing practice of Fester & Chapman P.C. (the firm) in effect for the year ended March 31, 2015. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.</p> <p>As required by the standards, engagements selected for review included engagements performed under the <i>Government Auditing Standards</i> and audits of employee benefit plans.</p> <p>In our opinion, the system of quality control for the accounting and auditing practice of Fester & Chapman P.C. in effect for the year ended March 31, 2015, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of <i>pass</i>, <i>pass with deficiency(ies)</i> or <i>fail</i>. Fester & Chapman P.C. has received a peer review rating of <i>pass</i>.</p> <p></p> <p>Heidenreich & Heidenreich, CPAs, PLLC</p>
--

APPENDIX A - PEER REVIEW REPORTS

PEER REVIEW REPORT (part 2)

Part 2:

CaICPAPeer Review Program

California Society of CPAs
1800 Gateway Dr., Ste. 200
San Mateo, CA 94404

November 4, 2015

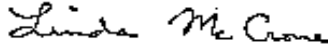
Kevin F Camberg
Fester & Chapman, P.C.
4001 N 3rd St Ste 275
Phoenix, AZ 85012

Dear Mr. Camberg:

It is my pleasure to notify you that on October 28, 2015 the California Peer Review Committee accepted the report on the most recent system peer review of your firm. The due date for your next review is September 30, 2018. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.


Sincerely,



Linda McCrone, CPA
Director, Peer Review Program

cc: Suzanne M. Heidenreich

Firm Number: 10080730 Review Number 373066

Peer Review Program

Administered by the California Society of CPAs

T: (650) 522-3094 | F: (650) 522-3080 | peerreview@calcpa.org

APPENDIX B - INDIVIDUAL RESUMES – PARTNER



Kevin Camberg, CPA, CGMA
Managing partner
kcamberg@f-cpc.com
(602) 264-3077

Kevin Camberg, CPA, CGMA, managing partner, will be the partner-in-charge of your audit. Kevin has over twenty years of experience auditing governmental and nonprofit entities. Kevin joined Fester & Chapman, PLLC, in October 1996 and became a partner in the Firm in January 2005. He has taken part in the audits of over 250 different governmental and nonprofit clients in his tenure.

Education

Kevin graduated with honors in Accountancy from Arizona State University in December 1994.

Professional licenses and memberships

- Certified Public Accountant – Arizona
- Chartered Global Management Accountant
- Arizona Society of Certified Public Accountants - Governmental Accounting Conference Committee Member and February 2008 Conference Chairman
- Association of Government Accountants - Member
- American Institute of Certified Public Accountants - Member
- Arizona Society of Certified Public Accountants - Member
- Catholic Community Foundation - Member of the Board of Directors and the Finance and Investment Committee
- Our Lady of Mt. Carmel Church - Member of the Board of Directors and the Finance Committee
- Volunteer for Rancho Felis, an orphanage in Agua Prieta, Sonora, Mexico
- Mountain Park Health Center - Treasurer of the Board of Directors and Finance Committee

Continuing professional education – prior three years

- Governmental Accounting Conference (Annually) - (Arizona Society of CPAs)
- Government Audit Quality Center Required Annual Updates (Annually) - (American Institute of Certified Public Accountants)
- Performing Single Audits in 2015 and Beyond - 2015 - (Arizona Society of CPAs)
- Accounting and Reporting Standards Conference - 2016, 2017 - (Arizona Society of CPAs)
- Yellow Book: Government Auditing Standards - 2015 - (Arizona Society of CPAs)
- Uniform Guidance for Federal Awards - 2016 (American Institute of Certified Public Accountants)

Relevant experience with governmental clients continued on next page.

APPENDIX B - INDIVIDUAL RESUMES – PARTNER (Continued)

Relevant experience with governmental clients

- Arizona Housing Finance Authority
- Arizona Health Facilities Authorities
- Department of Child Safety - Comprehensive Medical and Dental Program
- Maricopa Community College
- Apache County
- Cochise County
- Coconino County
- Greenlee County
- Mohave County
- Yuma County
- Apache Junction, City of
- Bullhead City, City of
- South Tucson, City of
- Winslow, City of
- Cochise Health Systems
- Pinal County - Long Term Care
- Yavapai County Community Health Services
- Superstition Mountain Community Facilities District #1
- Apache Junction WUCFD
- Camp Verde Sanitary District
- Central Arizona Governments
- Maricopa Integrated Health System
- Northern Arizona Council of Governments
- Northern Arizona Intergovernmental Public Transit Authority
- Pinetop-Lakeside Sanitary District
- Bisbee Municipal Court
- Bullhead Municipal Court
- Cochise County Court
- Douglas Municipal Court
- Greenlee County Court Admin
- Guadalupe Municipal Court
- Parker Justice Court
- Quartzsite Justice Court

APPENDIX B - INDIVIDUAL RESUMES – MANAGER



Ben Hur, CPA, CGFM
Audit manager
bhur@f-cpc.com
(602) 264-3077 ext. 203

Ben Hur, CPA, CGFM, audit manager, will be the manager-in-charge of your audit. Ben has over 10 years of experience performing audits of cities, counties, and other municipalities in Arizona. Ben is a licensed CPA in Arizona and Certified Government Financial Manager. Over the past 10 years he has performed and managed more than 150 Single audits and 200 financial audits.

Education

Ben graduated in 2004 with a Master of Science in Accounting from Michigan State University in East Lansing, Michigan.

Professional licenses and membership

- Certified Public Accountant - Arizona
- Certified Government Financial Manager
- American Institute of Certified Public Accountants - Member
- Arizona Society of Certified Public Accountants - Member
- GFOA Special Review Committee – Reviewer

Continuing professional education - prior three years

- Governmental Accounting Conference (Annually) - (Arizona Society of CPAs)
- The Annual Professional Development Conference (Annually) - (Association of Government Accountants)
- GFOAz Summer and Winter Conferences (Annually) - (Government Finance Officers Association of Arizona)
- Government Audit Quality Center Required Annual Updates (Annually) - (American Institute of Certified Public Accountants)

Relevant experience with governmental clients

- Northern Arizona Council of Governments (2010-2012)
- City of Apache Junction (2007-present)
- City of Bullhead City (2007-2015)
- City of Winslow (2014-present)
- City of South Tucson (2013-present)
- Coconino County (2007-2011)
- Greenlee County (2009-2016)
- Apache County (2007-2010)
- Yuma County (2012-present)
- Mohave County (2007-2012, 2017)

APPENDIX B - INDIVIDUAL RESUMES – SUPPORT STAFF



Lina Li, CPA
Senior accountant
lina@f-cpc.com
602-264-3077 ext. 204

Lina Li, CPA, will be the support auditor for your audit. Lina joined Fester and Chapman, PLLC in July 2015. She is primarily involved in audits of governmental and not-for-profit entities. Lina became a licensed CPA in Arizona in 2016.

Education

Lina graduated with a Master of Science in Management with an Accounting Emphasis from the University of Arizona in December 2013.

Professional licenses and membership

- Certified Public Accountant - Arizona
- American Institute of Certified Public Accountants - Member
- Arizona Society of Certified Public Accountants - Member

Continuing professional education - prior three years

- Governmental Accounting Conference (Annually: 2016-2018) - (Arizona Society of CPAs)
- Accounting and Reporting Standards Conference (2017) - (Arizona Society of CPAs)
- Essential Course for Performing Single Audits Under the New Uniform Guidance for Federal Awards (2017) – (Arizona Society of CPAs)
- Applying the Uniform Guidance to Not-for-Profit and Governmental Organizations - 2017 - (Arizona Society of CPAs)

Relevant experience with governmental clients

- City of Apache Junction (2015-present)
- Greenlee County (2015-2016)
- Yuma County (2015-present)
- City of Winslow (2015-present)
- Northern Arizona Intergovernmental Public Transit Authority (2015-2017)
- Pinetop-Lakeside Sanitary District (2015-2016)
- White Mountain Communities Special Healthcare District (2016)

APPENDIX C -LISTING OF CURRENT AND PRIOR GOVERNMENT AUDIT CLIENTS

Cities & Towns:

City of Apache Junction, Arizona, and Water Utilities Community Facilities District /1993 - 2017
City of Bullhead City, Arizona / 2005 - 2015
City of Bisbee, Arizona / 2001- 2016
City of South Tucson, Arizona / 2013 - 2017
City of Winslow, Arizona/ 2014 - 2017
Town of Jerome, Arizona / 2003 - 2011

Counties:

Apache County, Arizona / 1998 - 2000 and 2004 - 2009
Cochise County, Arizona / 1992 - 1994 and 1998 - 2000
Coconino County, Arizona / 1998 - 2003 and 2006 - 2011
Greenlee County, Arizona / 2009 - 2016
Mohave County, Arizona / 2007 – 2012, 2017
Navajo County, Arizona / 1995 - 2001
Yuma County, Arizona / 2012 - 2017

Special Districts and Other Governmental Entities:

Superstition Mountains Community Facilities District #1, Apache Junction / 1998 - 2017
Pinal County Administration Services – Division of Long Term Care, Florence / 2002 - 2011
Northern Arizona Council of Governments, Flagstaff / 2007 - 2012
Northern Arizona Intergovernmental Public Transit Authority, Flagstaff / 2007 - 2017
Camp Verde Sanitary District, Camp Verde / 2002 - 2010
Central Arizona Governments, Apache Junction / 2012 - 2017
Cochise Health Systems, AHCCCS Arizona Long-Term Care System, Bisbee / 1994 - 2011
Arizona Health Facilities Authority, Phoenix / 2001 - 2016
Arizona Foreclosure Prevention Funding Corporation, Phoenix / 2010 - 2017
Arizona Housing Finance Authority, Phoenix / 2004 - 2016
White Mountain Communities Special Health Care District, Eagar / 2000 - 2017
Pinetop-Lakeside Sanitary District, Lakeside / 2012 - 2017

OTHER SERVICES PROVIDED TO GOVERNMENT CLIENTS

Arizona Citizens Clean Elections Commission / Agreed-Upon Procedures / 2006, 2010, 2012, 2014
Arizona Supreme Court, Administrative Offices of the Court, Triennial Audits / Agreed-Upon Procedures 2002-2017, including magistrate courts in the Cities/City of Jerome, Winslow, Bisbee, Bullhead City, Douglas, Bowie, Wilcox, Benson, Sierra Vista, Clifton and Duncan.
Greenlee County Superior Court / Agreed-Upon Procedures, Triennial Audit / 2012, 2017
Yavapai County Community Health Services / Agreed-Upon Procedures / 2012 – 2016
Mohave County Housing Authority / Agreed-Upon Procedures, REAC / 2007 – 2012, 2017
Yuma County Housing Department / Agreed-Upon Procedures, REAC / 2012 – 2017
Winslow Housing Authority / Agreed-Upon Procedures, REAC / 2014 – 2017

**TOWN OF FLORENCE
PROFESSIONAL SERVICES CONTRACT**

THIS PROFESSIONAL SERVICES CONTRACT (“**Contract**”), is made and entered into as of July 16, 2018 (“**Effective Date**”), and is by and between the Town of Florence, a municipal corporation of the State of Arizona (“**Town**”), and Fester & Chapman, PLLC (“**Contractor**”). The Town and the Contractor may be referred to in the Contract collectively as the “**parties**” and each individually as a “**party**”.

RECITALS

WHEREAS, the Town desires to contract for economic development consulting services as specified in **Exhibit “A”** (“**Scope of Work**” or “**Services**”);

WHEREAS, Contractor is duly qualified to perform the requested Services;

WHEREAS, Contractor has agreed to perform the Services as set forth in **Exhibit “A”** attached hereto and incorporated herein;

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties hereto agree as follows:

AGREEMENTS

1.0 DESCRIPTION, ACCEPTANCE, DOCUMENTATION

Contractor shall act under the authority and approval of the Contract Administrator for the Town, further named herein, to provide the professional services required by this Contract.

1.1 Service Description. The Contractor shall provide the requested services as set forth in **Exhibit “A”** and as set forth in individual Letters of Engagement (the “**Services**”). This Contract includes this agreement, including any attachments, and any Letters of Engagement that may be issued as agreed to by the parties to implement the Services. Letters of Engagement means a specific written agreement between the Town and Contractor for work to be performed under this Contract for an individual, mutually agreed upon scope of work, schedule and price. In response to Letters of Engagement that may be mutually agreed upon and issued periodically by Town, Contractor shall perform the Services, except as may be specified elsewhere in the Contract which will be defined and further described as to specific project requirements in each Letters of Engagement. The Services shall be performed in accordance with the requirements set forth in each Letters of Engagement.

1.2 Acceptance and Documentation.

1.2.1 Each deliverable shall be reviewed and approved by the Town Manager or his designee to determine acceptable completion.

1.2.2. The Town shall provide all necessary information to the Contractor for timely completion of the tasks specified in item 1.1 above.

1.2.3 All documents, including but not limited to, data compilations, studies, and/or reports, which are prepared in the performance of this Contract are to be and remain the

property of the Town and are to be delivered to the Town Manager before final payment is made to the Contractor.

2.0 FEES, CATEGORIES OF SERVICE AND PAYMENTS

2.1 Fees. Contractor will be paid within 30 days of the receipt of an itemized invoice. Monthly payment may be made to Contractor on the basis of a progress report prepared and submitted by Contractor for the Services completed through the last day of the proceeding calendar month and for the production of the deliverables as spelled out in **Exhibit "A"**, and the individual Letters of Engagement approved by the Town. Contract pricing shall be consistent with the Master Contract, **Exhibit "A"** and any issued Letters of Engagement.

2.2 Categories of Service. Services means in response to Letters of Engagement, including **Exhibit "A"**, that may be mutually agreed upon and issued periodically by Town, Contractor shall furnish all necessary work which will be defined and further described as to specific project requirements in each Letter of Engagement.

2.3 Payment Approval. Amounts set forth in Section 1.1, 2.1 and 2.2 represent the entire amounts payable under this Contract and shall be paid upon the submission of monthly invoices to and approved by the Town.

2.4 Business License. Contractor will purchase and maintain a business license with the Town of Florence.

3.0 SCHEDULE AND TERMINATION

3.1 Project Schedule. The Contractor shall perform the Scope of Work in accordance with the schedule attached as **Exhibit "A"**, and any Letters of Engagement.

3.2 Termination.

3.2.1 Termination for Cause: Town may also terminate this Contract with seven (7) days' prior written notice for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any industry standards and customary practices terms and conditions of this Contract. Unsatisfactory performance as judged by Industry standards and customary practices, and failure to provide Town, upon request, with adequate assurances of future performance shall all be causes allowing Town to terminate this Contract for cause. In the event of termination for cause, Town shall not be liable to Contractor for any amount, and Contractor shall be liable to Town for any and all damages sustained by reason of the default which gave rise to the termination.

3.2.2 Termination for Convenience. The Parties reserve the right to terminate this Contract with or without cause upon 30 days' prior written notice. In the event the Town terminates this Contract pursuant to this Section 3.2.2, then in that event the Town agrees to pay for the work performed prior to the date of termination. Town may terminate this Contract, or any part thereof for its sole convenience, at any time without penalty or recourse.

3.2.3 Termination for Violation of Law. In the event Contractor is in violation of any Federal, State, County or Town law, regulation or ordinance, the Town may terminate this Contract immediately upon giving notice to the Contractor.

3.3 Funds Appropriation. If the Town Council does not appropriate funds to continue this Contract and pay for charges hereunder, the Town may terminate this Contract at the end of the current fiscal period. The Town agrees to give written notice pursuant to Section 4.13 of termination to the Contractor at least thirty (30) days prior to the end of its current fiscal period and will pay to the Contractor all approved charges incurred through the end of such period.

3.4 Terms. The term of this Contract shall be from the Effective Date for three years with the option of two additional one (1) year renewals. Letters of Engagement may be issued at any time during the term of this Contract. This Contract will remain in full force and effect during the performance of any Letters of Engagement. Time is of the essence to the terms of this Contract.

4.0 GENERAL TERMS

4.1 Entire Contract. This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the Services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives of each party.

4.2 Arizona Law. This Contract shall be governed and interpreted according to the laws of the State of Arizona, without reference to choice of law or conflicts of laws principles thereof.

4.3 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.

4.4 Assignment. Services covered by this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the Town Manager. The Town acknowledges the sub-consultant(s) listed in **Exhibit "A"** and consents to the use of that sub-consultant.

4.5 Successors and Assigns. This Contract shall extend to and be binding upon Contractor, its successors and assigns, including any individual, company, partnership or other entity with or into which Contractor shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Contractor shall sell its assets.

4.6 Contract Administrator. The Contract Administrator for the Town shall be the Town Manager or designee. The Contract Administrator shall oversee the execution of this Contract, assist the Contractor in accessing the organization, audit billings, and approve

payments. The Contractor shall channel reports and special requests through the Contract Administrator.

4.7 Records and Audit Rights.

4.7.1 Contractor's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the Town to substantiate charges and claims related to this Contract shall be open to inspection and subject to audit and/or reproduction by Town's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the Service, and any invoices, change orders, payments or claims submitted by the Contractor or any of his payees pursuant to the execution of the Contract. The Town's authorized representative shall be afforded access, at reasonable times and places, to all of the Contractor's records and personnel pursuant to the provisions of this section throughout the term of this Contract and for a period of three years after last or final payment.

4.7.2 Contractor shall require all subcontractors, insurance agents, and material suppliers to comply with the provisions of this section by insertion of the requirements hereof in a written agreement between Contractor and such subcontractors, insurance agents, and material suppliers.

4.7.3 If an audit in accordance with this section, discloses overcharges, of any nature, by the Contractor to the Town in excess of one percent (1%) of the monthly billings, the actual cost of the Town's audit shall be reimbursed to the Town by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time, not to exceed thirty (30) days from presentation of Town's findings to Contractor.

4.8 Attorneys' 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 party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

4.9 Ineligible Bidder. The preparer of specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or Contractor on the solicitation for which they prepared the specification.

4.10 Independent Contractor.

4.10.1 The Services Contractor provides under the terms of this Contract to the Town are that of an Independent Contractor, not an employee, or agent of the Town. The Town will report the value paid for these Services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

4.10.2 Town 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.

4.11 Conflict of Interest. The Town may cancel any Contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the Town's departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when written notice from the Town is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. § 38-511).

4.12 Compliance with Federal and State Laws.

4.12.1 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.

4.12.2 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").

4.12.3 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.

4.12.4 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.

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

4.12.6 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.

4.12.7 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.

4.12.8 The provisions of this Section 4.12 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.

4.13 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.

In the case of Contractor: Fester & Chapman, PLLC
Kevin Camberg
9019 E. Bahia Dr Ste 100
Scottsdale, AZ 85260

In the case of Town: Town of Florence
775 N, Main Street
PO Box 2670
Florence, AZ 85132
Attn: Town Manager

Notices shall be deemed received on date delivered, if delivered by hand, or on the delivery date indicated on receipt if delivered by certified or registered mail.

4.14 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.

4.15 Taxes. Contractor shall be solely responsible for any and all tax obligations which may result out of the Contractor's performance of this Contract. The Town shall have no obligation to pay any amounts for taxes, of any type, incurred by the Contractor.

4.16 Advertising. No advertising or publicity concerning the Town using the Contractor's Services shall be undertaken without prior written approval of such advertising or publicity by the Town Contract Administrator. Written approval is required until such time as the project is complete or any adjudication of claims relating to the Services provided herein is complete, whichever occurs later.

4.17 Counterparts. This Contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

4.18 Captions. The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

4.19 Subcontractors. During the performance of the Contract, the Contractor may engage such additional subcontractors as may be required for the timely completion of this Contract. The addition of any subcontractors shall be subject to the prior approval of the Town. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Contractor. The Town acknowledges the sub-consultant(s) listed in **Exhibit "A"** (if any) and consents to the use of that sub-consultant.

4.20 Indemnification.

4.20.1 To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall indemnify, defend, hold harmless the Town of Florence, its Mayor, Council members, agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to damages for personal injury or personal property damage, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work or services in the performance of this Contract, including but not limited to, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and subcontractor's employees.

4.20.2 Insurance provisions set forth in this Contract 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 Contract shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

4.21 Changes in the Services.

4.21.1 The Town may at any time, as the need arises, order changes within the scope of the work without invalidating the Contract. If such changes increase or decrease the amount due under the Contract documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by written Change Order.

4.21.2 The Town will execute a formal Change Order based on detailed written quotations from the Contractor for work related changes and/or a time of completion variance. All Change Orders are subject to the prior written approval by the Town Manager.

4.21.3 Contract Change Orders are subject to the Rules and Procedures within the Town's Procurement Code.

4.22 Alternative Dispute Resolution. If a dispute arises between the parties relating to this Contract, the parties agree to use the following procedure prior to either party pursuing other available remedies:

4.22.1 A meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

4.22.2 If, within 30 days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will jointly appoint a mutually acceptable neutral person not affiliated with either of the parties (the “neutral”), seeking assistance in such regard if they have been unable to agree upon such appointment within 40 days from the initial meeting. The fees of the neutral shall be shared equally by the parties.

4.22.3 In consultation with the neutral, the parties will select or devise an alternative dispute resolution procedure (“ADR”) by which they will attempt to resolve the dispute, and a time and place for the ADR to be held, with the neutral making the decision as to the procedure, and/or place and time if the parties have been unable to agree on any of such matters within 20 days after initial consultation with the neutral.

4.23.4. The parties agree to participate in good faith in the ADR to its conclusion as designated by the neutral. If the parties are not successful in resolving the dispute through the ADR, then the parties may agree to submit the matter to binding arbitration or a private adjudicator, or either party may seek an adjudicated resolution through the appropriate court.

4.23 Town Provided Information and Services. The Town shall furnish the Contractor available studies, reports and other data pertinent to the Contractor's Services; obtain or authorize the Contractor to obtain or provide additional reports and data as required; furnish to the Contractor services of others required for the performance of the Contractor's Services hereunder, and the Contractor shall be entitled to use and rely upon all such information and services provided by the Town or others in performing the Contractor's Services under this Contract.

4.24 Estimates and Projections. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, the Contractor has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the Contractor makes no warranty that the Town's actual project costs, financial aspects, economic feasibility, or schedules will not vary from the Contractor's opinions, analyses, projections, or estimates.

4.25 Access. The Town shall arrange for access to and make all provisions for the Contractor to enter upon public and private property as required for the Contractor to perform Services hereunder.

4.26 Third Parties. The services to be performed by the Contractor are intended solely for the benefit of the Town. No person or entity not a signatory to this Contract shall be entitled to rely on the Contractor's performance of its Services hereunder, and no right to assert a claim against the Contractor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Contract or the performance of the Contractor's Services hereunder.

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

5.0 INSURANCE

5.1. General. Contractor agrees to comply with all Town ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to Town of Florence. Failure to maintain insurance as specified may result in termination of this Contract at Town of Florence's option. The Contractor is primarily responsible for the risk management if its Services under this Contract, 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 Contract. The Contractor shall require any and all subcontractors to maintain insurance as required herein naming the Town and Contractor as "Additional Insured" on all insurance policies, except Worker's Compensation and Errors & Omissions, and this shall be reflected on the Certificate of Insurance. The Contractor's insurance coverage shall be primary insurance with respect to all available sources. Coverage provided by the Contractor shall not be limited to the liability assumed under the Indemnification provision of this Contract. To the extent permitted by law, Contractor waives all rights of subrogation or similar rights against Town, its Mayor, councilmembers, officials, representatives, agents, and employees. All insurance policies, except Workers' Compensation and Errors & Omissions, required by this Contract, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of performance of this Contract, 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 Contract at any time. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of this Contract.

5.2 No Representation of Coverage Adequacy. By requiring insurance herein, Town of Florence does not represent that coverage and limits will be adequate to protect Contractor. Town of Florence 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 Contract or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

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

5.4 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 Town of Florence. Contractor shall be solely responsible for any such deductible or self-insured retention amount. Town of Florence, at its option, may require Contractor to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

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

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

5.7 Required Coverage.

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

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

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

5.7.4 Errors & Omissions Liability. Coverage Amount: \$1,000,000 per occurrence/aggregate, unless higher coverage limits are required under the Master Contract Documents, in which case such higher limits shall apply.

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 has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the Town of Florence by its Town Manager has hereunto subscribed his name this 16th day of July 2018.

TOWN OF FLORENCE

By: _____
Brent Billingsley, Town Manager

By:  _____

Name: Kevin Camberg

Its: Managing Partner

Attest:

Lisa Garcia, Town Clerk

Approved as Form:

Clifford L. Mattice, Florence Town Attorney

Exhibit "A"
Proposal from Fester & Chapman, PLLC



June 14, 2018

To Brent Billingsley, Town Manager
Town of Florence
775 N. Main St.
Florence, AZ, 85132

We are pleased to confirm our understanding of the services we are to provide Town of Florence, Arizona (the Town) for the year ended June 30, 2018. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Town as of and for the year ended June 30, 2018. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedules
- 3) Schedule of Agent OPEB Plan Funding Progress
- 4) GASB – required Supplementary Pension Schedules

We have also been engaged to report on supplementary information other than RSI that accompanies the Town's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a separate written report accompanying our auditor's report on the financial statements:

- 1) Combining Statements
- 2) Individual Fund Statements
- 3) Supporting Schedules

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1) Introductory Selection
- 2) Statistical Selection

In addition, we will examine the following, and issue an opinion (or disclaimer of opinion) based upon our examination for the year ended June 30, 2018.

- 1) The Annual Expenditure Limitation Report

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the Town and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Town's financial statements. Our report will be addressed to honorable Mayor and Town Council of Florence. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Town is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our

responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of the Town in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during

the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the Town; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Fester and Chapman, PLLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to your oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Fester and Chapman, PLLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by your oversight agency. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit approximately in October 2018 and to issue our reports no later than December 2018. Kevin Camberg is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$30,650. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

We appreciate the opportunity to be of service to the Town of Florence and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Fester and Chapman, PLLC

RESPONSE:

This letter correctly sets forth the understanding of the Town of Florence

Management signature: _____


Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 13d.
MEETING DATE: July 16, 2018 DEPARTMENT: Administration STAFF PRESENTER: Brent Billingsley, Town Manager SUBJECT: Central Arizona Water Conservation District Agreement Amendment		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input checked="" type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input checked="" type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Motion to approve 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.

BACKGROUND/DISCUSSION:

On December 1, 2016, the Town of Florence entered into a Purchase and Sale Agreement with the Central Arizona Groundwater Replenishment District (CAWCD). As part of this agreement the Town agreed to sell and transfer a certain number of long-term storage credits (LTSC).

The attached, Letter Agreement, will amend Article 3.2 of our LTSC Purchase and Sale Agreement (attached for reference). The amendment states that CAWCD will deliver a complete LTSC Transfer Form within 30 days of Arizona Department of Water Resource's issuance of Florence's annual credit balance. The amendment does not require CAWCD Board action, but I included a section for the appropriate Town Council signatures.

A VOTE OF NO WOULD MEAN:

The existing December 1, 2016 agreement would not be amended and CAWCD would not be able to meet the terms of the December 1, 2016 agreement.

A VOTE OF YES WOULD MEAN:

The LTSC transfers can continue, on an annual basis, as was intended in the original agreement.

FINANCIAL IMPACT:

Staff anticipates receiving over \$400,000 annually for the term of the agreement.

ATTACHMENTS:

June 27, 2018 Letter of Agreement
December 1, 2016 Purchase and Sale Agreement



June 27, 2018

Town of Florence
Attn: Brent Billingsley, Town Manager
775 N. Main Street
PO Box 2670
Florence, AZ 85132
Brent.billingsley@florenceaz.gov

RE: Amendment of Article 3.2 of the Purchase and Sale Agreement for Long Term Storage Credits

Dear Mr. Billingsley,

The purpose of this letter is to memorialize an agreement between the Central Arizona Water Conservation District ("CAWCD") and the Town of Florence ("Florence") to amend section 3.2 of the Purchase and Sale Agreement for Long Term Storage Credits executed on December 1, 2016. The amendment will change the date for submittal of the Long-Term Storage Credit Transfer Form to the Arizona Department of Water Resources ("ADWR") to a date that is within thirty (30) days of ADWR's annual issuance of Florence's Long-Term Storage Account summary. CAWCD and Florence agree that Article 3.2 is amended as follows:

3.2 Long-Term Storage Credit Transfer Form: Beginning in 2018 and continuing each year thereafter during the term of this Agreement, Florence and CAWCD shall complete, sign and deliver to ADWR the Long-Term Storage Credit Transfer Form to evidence the transfer of the Annual Long-Term Storage Credit Volume for that year. Florence and CAWCD shall complete, sign and deliver the Long-Term Storage Credit Transfer Form to ADWR within thirty (30) days of ADWR providing Florence an annual summary of the number of Long-Term Storage Credits in in Florence's Long-Term Storage Account as of December 31 of the prior year. A copy of the Long-Term Storage Credit Transfer Form is attached as Exhibit A to this Agreement. If ADWR adopts a different Long-term Storage Credit Transfer Form, then the Parties shall utilize that form instead. CAWCD shall be the party responsible for submitting the fully executed Long-Term Storage

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

This Purchase and Sale Agreement is made this 1st day of December, 2016, (the "Effective Date"), between and among the Central Arizona Water Conservation District ("CAWCD"), a multi-county water conservation district organized and existing under the laws of the State of Arizona, and the Town of Florence, a municipal corporation of the State of Arizona ("Florence").

RECITALS

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

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

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

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

**ARTICLE 1
DEFINITIONS**

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

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

replenishment authority operated by CAWCD.

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

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

1.8 "CAP" means the Central Arizona Project.

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

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

1.11 "Florence" means the Town of Florence.

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

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

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

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

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

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

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

1.19 "TID Groundwater Savings Facility" means the Tonopah Irrigation District Groundwater Savings Facility, ADWR Facility permit number 72-534439.0004. CAWCD and Florence

acknowledge that the ADWR Facility permit number for the TID Groundwater Savings Facility may be modified by ADWR upon renewal or modification of the facility's permit.

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

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

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

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

where

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

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

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

$$AP = [(\$31 \text{ (CAP Long Term M\&I Subcontract Capital Charge)} + \$87 \text{ (CAP Fixed OM\&R Charge}^*) + \$77 \text{ (CAP Pumping Energy Rate Charge}^*) + \$12 \text{ (CAP Underground Water Storage O\&M Charge for the Phoenix AMA}^*)]/.94 = \$220.21/\text{Long-Term Storage Credit}] \times 2,000 \text{ acre-feet of Long-Term Storage Credits (example Final Annual Long-Term Storage Credit Volume)} = \$440,420 \quad]$$

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

2.4 Long-Term Storage Credits.

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

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

2.5 Water Storage Permit; Obligation to Store Water.

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

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

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

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

such facility.

ARTICLE 3 TIME AND MANNER OF TRANSFER

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

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

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

ARTICLE 4 COMPLETION OF DELIVERY AND PAYMENT

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

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

ARTICLE 5 REJECTION OR INVALIDATION OF TRANSFER

5.1 Rejection or Invalidation of Transfer. If ADWR, pursuant to Arizona Revised

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

ARTICLE 6 EFFECTIVE DATE AND TERM

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

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

ARTICLE 7 DEFAULT AND REMEDIES

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

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

parties shall cooperate with each other to remedy any default.

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

CAWCD:

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

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

TOWN OF FLORENCE:

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

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

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

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

CAWCD: **CENTRAL ARIZONA WATER CONSERVATION DISTRICT**

By: 

Its: President

ATTEST: 
Secretary

FLORENCE: **TOWN OF FLORENCE**

By: 

Its: Chair

ATTEST: 
Town Council Clerk

EXHIBIT A

LONG-TERM STORAGE CREDIT TRANSFER FORM

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

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

For Official Use Only
DATE RECEIVED: _____

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

[FOR SELLER]

 Name of Seller

 Long-Term Storage Account No.

 Contact Person/Telephone Number

 Facility Permit Number (where source water was stored)

 Mailing Address

 Water Storage Permit Number (authority to store source water)

 City/State/Zip

 Email

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

Type: _____ acre-feet _____ year earned _____

Type: _____ acre-feet _____ year earned _____

[FOR BUYER]

 Name of Buyer

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

 Contact Person/Telephone Number

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

 Mailing Address

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

 City/State/Zip

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

 Email

 Long -Term Storage Account No. (if any)

Required Signature Block is on Page 2

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

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

Authorized Signature for Seller DATE

Authorized Signature for Buyer DATE

Title

Title

NOTICE

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

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

D. This section may be enforced in a private civil action and relief may be awarded against the state. The court may award reasonable attorney fees, damages and all fees associated with the license application to a party that prevails in an action against the state for a violation of this section.

E. A state employee may not intentionally or knowingly violate this section. A violation of this section is cause for disciplinary action or dismissal pursuant to the agency's adopted personnel policy.

F. This section does not abrogate the immunity provided by section 12-820.01 or 12-820.02.

Credit Transfer Form to ADWR each year during the term of this Agreement.

I have enclosed two duplicate originals of this letter, please sign and date both letters to confirm Florence's agreement to this amendment, and return one fully executed original to me.

Sincerely,



Greg Adams
Senior Attorney

Agreed to and accepted by:

TOWN OF FLORENCE


By: _____

Its: Chair

ATTEST: _____

Town Council Clerk

Dated: _____

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 13e.
MEETING DATE: July 16, 2018 DEPARTMENT: Human Resources STAFF PRESENTER: Scott Barber, HR Director SUBJECT: PSPRS Fire Local Board Membership		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Property <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input checked="" type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Ratify the election of John Kemp as an employee representative on the Town of Florence Public Safety Personnel Retirement System (PSPRS) Fire Local Board for a period of four years.

BACKGROUND/DISCUSSION:

Arizona law requires our full-time sworn Fire Department employees to be enrolled in the Public Safety Personnel Retirement System (PSPRS) for retirement and disability benefits. The law requires a local system board and vests in the Local Board specific responsibilities for administration of the local system. Two of the five Board members must be elected by our Fire Department PSPRS members. With the retirement of Member Jeff Moser who held one of those seats, a call for nominations was issued and one response was received so no actual election was necessary.

A VOTE OF NO WOULD MEAN:

Not a viable option; law requires member employees to elect their representatives.

A VOTE OF YES WOULD MEAN:


Ratifying the results of the PSPRS Fire Local Board election.

FINANCIAL IMPACT:

None

ATTACHMENTS:

None

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 13f.
MEETING DATE: July 16, 2018 DEPARTMENT: Administration STAFF PRESENTER: Lisa Garcia, Deputy Town Manager/Town Clerk SUBJECT: Appointment of Amber Phipps to the Planning and Zoning Commission		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input checked="" type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input checked="" type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnerships and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

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.

BACKGROUND/DISCUSSION:

Advertisements were placed on the Town website, on Channel 11, and in the Florence Reminder & Blade-Tribune, noticing the availability of board and commission seats. The Town has ongoing advertisements for vacancies and will continue to collect applications until all vacancies are filled.

The following is an excerpt from the Florence Town Code regarding Boards and Commissions:

§ 32.002 MEMBERSHIP

- A. All boards, commissions and committees of the municipality shall have five members unless a motion, resolution or ordinance creating the board, commission or committee specifies a different number of members.

- B. Each board, commission or committee shall as nearly as possible have an integrated or balanced membership with representatives of each race, sex and geographical area of the municipality.

- C. The Council shall, in making the appointment, take into consideration each person's knowledge, background, interest, experience and availability to perform the work and duties of the board, commission or committee. The applicant's political affiliation shall also be considered in making the appointment.
- D. A member of any board, commission or committee may concurrently serve on any other board, commission or committee of the municipality provided that there is no conflict created by the concurrent service, or unless a motion, resolution or ordinance creating the board, commission or committee specifies otherwise.
- E. All members shall be bona fide residents of the municipality and a registered voter, if 18 years of age or older, unless a motion, resolution or ordinance creating a board, commission or committee specifies otherwise, and shall serve without pay or compensation, except that a member shall be reimbursed for his or her actual and necessary expenses incurred in the performance of his or her official duties, provided that the expenses are approved by the Council prior to being incurred. Town employees or appointed officers shall not be eligible for appointment to any board, commission and committee, but may be requested to provide staff support thereto.

A VOTE OF NO WOULD MEAN:

The vacancy will remain open and staff will continue to advertise for applicants.

A VOTE OF YES WOULD MEAN:

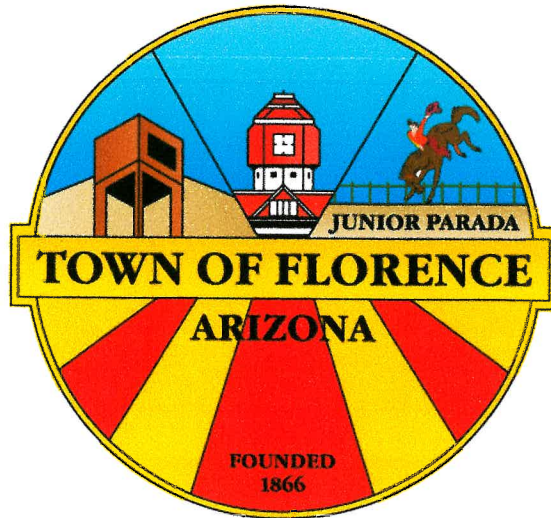
Amber Phipps will be appointed to the Planning and Zoning Commission and fill the remaining term.

FINANCIAL IMPACT:

None

ATTACHMENTS:

Amber Phipps Application
Planning and Zoning Commission List



Board and Commission Application

NAME Amber Phipps

DATE 3/27/18

Date Received: _____

Appointed on: _____ to _____ Board/Commission

Term Expires: _____

RECEIVED

MAR 30 2018

Florence
Town Clerk's Office

Board and Commission Application

Name: <u>Amber Phipps</u>	Date: <u>3/27/18</u>
E-Mail Address: <u>amber.phipps@hotmail.com</u>	
Street Address: <u>5581 W. Victory Way Florence, AZ 85132</u>	Mailing Address: <u>same</u>
Home Telephone: <u>(650) 520-3165</u>	Work Telephone:
Occupation: <u>Fire/EMT Student Stay at home mom</u>	Best Time to Call: <u>any</u>
Do you own commercial property or operate a business in Florence? <u>NO</u>	
Work/Business Name:	
<u>N/A</u>	
Work/Business Address:	
Length of Residency in Florence: <u>2 yrs in July</u> Are you a Registered Voter <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Are you now, or have you ever served on a board, commission or committee for the Town of Florence? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If yes, please give name of board, commission and/or committee and dates served:	

BOARD OR COMMISSION PREFERENCE(S): Refer to last page for list of boards and commissions (Please list <u>no more</u> than two boards, commissions in order of preference)			
1	<u>Planning & zoning</u>	2	

If appointed, how much time would you be able to devote to the board or commission?	
Hours per week? <u>as needed</u>	Hours per month? <u>as needed</u>

Employment History		
Employment Period	Employer's Name and Address	Title
<u>2008-Present</u>	<u>Chateau Phipps</u>	<u>Homemaker Stay at home mom</u>

Education		
Name of School, College or University you attended	Degree	Year
<u>Columbia Southern University</u>	<u>AS. in Fire Science</u>	<u>2018</u>
<u>Central Arizona College</u>	<u>EMT</u>	<u>2017</u>

Civic Activities – Service Organizations	
<u>ALA Anthem South - PSO/PTA board as Secretary</u>	
<u>Florence Fire Department - station 2 - sept 2016</u>	
<u>"Ride Along"</u>	

What personal and professional experience or background can you contribute to the board or commission? I have experience surveying, organizing and planning events on both small and large scales.

What is the most significant contribution you can make as a member of the board or commission for which you are applying? The most significant contribution I can make is the perspective of a Florence home-owner, parent and volunteer and someday firefighter/EMT.

Please state in what ways you have been involved in the Florence community and what prompted you to apply for appointment to the Town's boards and commissions. I've spent time volunteering with the Florence Fire Dept and also the ALA Anthem South K-8 as part of their PSO. I want to see Florence take advantage of its open space to foster successful local businesses.

I understand that if a subject is presented for discussion to a board or commission where you have a conflict of interest, I will excuse myself from the discussion and abstain from voting. (For more information on conflict of interest, please contact the Town Attorney).

I understand that boards and commissions shall have no administrative authority unless specifically required by Federal or State Law, or Intergovernmental Agreement. Members of boards and commissions shall serve without compensation.

I further understand that to be considered for appointment to a board or commission I must be at least eighteen (18) years of age (except youth representatives), a qualified elector, and a resident of Florence unless a motion, resolution, or ordinance creating a board or commission specifies otherwise.

I further understand that my attendance at all regularly scheduled meetings is critical even if I am an alternate member and that the Town Council may appoint a replacement for members who are chronically absent from regular meetings. If a member is absent without an excuse from three (3) or more consecutive meetings, the Town Council may remove this member from the board or commission and appoint another (subject to Town Council approval) to serve the remainder of the term. I also understand that this application is considered a public record.

Applicant's Signature: Ameu Phipps

All applications are kept on file for one year. During that time, your application will be considered when there is an opening for the board or Commission for which you have applied.

- Please notify the Town Clerk's Office at 520-868-7552 if you move or no longer wish to be considered for appointment.
- Please feel free to attach a resume and/or copies of any certificates pertinent to the appointment you are seeking.
- Mail or deliver your completed application to: Town of Florence, Town Clerk's Office, 775 North Main Street, P.O. Box 2670, Florence, AZ 85132

* Application must be completely filled out in order to be considered *

THANK YOU FOR YOUR INTEREST IN THE TOWN OF FLORENCE

CITIZEN'S GUIDE.....Florence's Boards and Commissions

Arts and Culture Commission

Duties: Advises the Town Council on policies and plans pertaining to public art and the humanities in Florence.

Membership: Five members and one alternate appointed by the Town Council for three year terms. Members must be Florence residents or business owner.

Meetings: Meetings are held the 3rd Tuesday of the month at 6 pm at Florence Town Hall, 775 North Main Street

Board of Adjustment

Duties: Serves as a quasi-judiciary board that hears variances, appeals and ordinance interpretations relating to regulations contained in the Zoning Ordinance.

Membership: The seven members of Council serve as the Board of Adjustments.

Meetings: As needed during regular Council Meetings

Downtown Redevelopment Commission

Duties: Agent for exercise of powers prescribed in A.R.S. Section 36-1476- Downtown Redevelopment Commission.

Membership: Five members appointed by the Town Council for a term of four years. The Mayor designates both the chair and vice-chair of the commission. Commissioners may or may not be residents of the municipality and may or may not be serving concurrently on other Town boards or commissions.

Meetings: Meetings are held the 4th Tuesday of the month at 6 pm at Florence Town Hall, 775 North Main Street

Historic District Advisory Commission

Duties: Maintains the historical integrity of the buildings within the district.

Membership: Seven members appointed by the Mayor and Council for a three year term, 4 of which shall be property owners within the district. Three or fewer shall have qualifications in one of the following areas historic preservation, architecture, planning, history, archeology, or related field. Three or fewer may also be filled by elected or appointed representatives of the municipality and its various commissions and authorities. Three or fewer places may be filled by at large residents of the municipality.

Meetings: Meetings are held the last Wednesday of the month at 7 pm at Florence Town Hall, 775 North Main St

Industrial Development Authority

Duties: In addition to the powers granted to an industrial development authority bylaw, the authority has the powers to acquire, whether by purchase, exchange, gift, and lease or otherwise establish, construct, improve, maintain equip and furnish one or more projects. The authority has the power to lease, sell, exchange, or donate any or all of its projects. The authority as all other powers as defined by ARS 35-706.

Membership: Seven regular members appointed by the Town Council for Six-year terms.

Meetings: The authority meetings are posted 24 in advance with time, date, and location of meeting

Library Advisory Board

Duties: To promote the interests of the Florence Public Library.

Membership: Five regular members appointed by the Town Council for two-year terms. Member must reside within the Florence Unified School District.

Meetings: Meetings are held the 3rd Wednesday of the month at 6 pm at Florence Community Library, 1000 South Willow Street

Parks & Recreation Board

Duties: Advises Town Council and staff on issues pertaining to parks, open space, trails and recreation.

Membership: Five members appointed by the Town Council for a three-year terms.

Meetings: Meetings are held the 4th Thursday of the quarter at 6 pm at Florence Town Hall, 775 North Main Street

Planning & Zoning Commission

Duties: Analyze, review and make recommendations to the Council regarding land use and development related issues.

Membership: Five members and one alternate* appointed by the Town Council for three-year terms.

Meetings: Meetings are held the 1st and 3rd Thursday of the month at 6:30 pm at Florence Town Hall, 775 North Main Street

* Alternates are not selected to fill in for board, commission or committee members that do not attend meetings. Alternates may attend meetings and are encouraged to do so as their attendance will enhance their overall knowledge and abilities and help them prepare for future appointment. However, alternates may not formally participate in the board, committee or commission decisions unless and until there is a vacancy, at which time they are automatically appointed to the open position.



**Planning and Zoning Commission
(3 Year Term)**

**Meets the First and Third Thursday of the Month at 6:00 p.m. at Florence
Town Hall, 775 N. Main Street, Florence, AZ
5 MEMBERS**

Chairman

Gary J. Pranzo

420 N. Quartz St.
P O Box 577
Florence, AZ 85132
Home: (520) 868-0591
Cell: (520) 709-0707
Pranzo3@hotmail.com
Appointed: 2/1/2016
Expires: 12/31/2018

Mike Shoppell

6665 W. Stoney Quail Way
Florence AZ 85132
Home: 520-836-0617
Cell: 610-223-1054
mikeshoppell@gmail.com
Appointed: 1/22/2018
Expires: 12/31/2018

Vacant

Expires: 12/31/2018

Robert Smidt

P O Box 1191
590 N. King Street
Florence, AZ 85132
Work: (520) 868-7250
Home: (520) 868-9554
bobnterismidt@msn.com
Appointed: 1/22/2018
Expires: 12/31/2020

Lonnie Frost

5724 W. Victoria Way
Florence, AZ 85132
Home: (480) 625-2030
Work: (520) 866-6293
Cell: (480)-440-9052
Lonnie.frost@pinlacountyaz.gov
Appointed: 1/22/2018
Expires: 12/31/2020

Updated 5-25-18

Council Liaison

Council Member Bill Hawkins
130 Campbell Road
P O Box 1378
Florence, Arizona 85132
Cell: (520) 705-1601

Staff Liaisons

Development Services
P O Box 2670
Florence, Arizona 85132
Phone: (520) 868-7540

MINUTES OF THE TOWN OF FLORENCE COUNCIL SPECIAL MEETING HELD ON MONDAY JUNE 4, 2018, AT 3:00 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 3:00 p.m.

ROLL CALL:

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

*Councilmember Guilin arrived at 5:00 pm.

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) to consider its position and instruct its representatives and/or attorneys regarding:

Evaluation of the Town Clerk

Evaluation of the Town Attorney

Evaluation of the Town Manager

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

ADJOURN FROM EXECUTIVE SESSION

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

WORK SESSION WITH THE GREATER FLORENCE CHAMBER OF COMMERCE

Mayor Walter stated that the Greater Florence Chamber of Commerce (Chamber) can play a pivotal role in promoting Florence as a great place to live and own a business. The Chamber can also provide much needed assistance with business retention activities related to education and business promotion. Community promotion and business retention are two of the basic, yet very important, services the Chamber can provide to our community. Florence has outstanding businesses. The Town's goal is to bring in additional businesses and to work on economic development. The Chamber plays a crucial role in the Town's goals.

The Chamber members present included: Brenda Hewitt, Administrator, Wendy Yu, Board Chair; Gary Power, Vice-Chair; Antionette Smith, Treasurer; Jace Eckenrod, Boardmember; Rodney Mendoza, Boardmember. Mandy Rodgers, Boardmember.

Mayor Walter stated that the work session is an opportunity to understand the activities and potential direction the Chamber may pursue in the future along with the relationship with the Town. The work session topics included:

- What the Chamber considers its primary role in the community
 - Promote interest in local businesses and attractions (Ideas from Chamber)
 - Requires money, planning, inspiration and guidance
 - Members need to be involved
 - Chamber has approximately 136 members
 - Great communication with businesses
 - Networking with other businesses to enhance and grow their business
 - Community events
 - Hear and address business concerns
 - Through strategic planning, the Chamber can gain more input and solicit and incorporate business input as well
 - Make community attractive for growth
 - Attract and retain members
 - Create revenue
 - Provide an added value to its members
 - Classes, training, and provide resources that they wouldn't normally have access to
 - Work with local government to develop pro-business initiatives that will create community growth as a whole
 - Events
 - Calendar is passed out at every event that outlines all events and meetings
 - There are Issues with advertising within the Anthem community
 - Issues with advertising in the Anthem area
 - Require payment for advertisement and it is too costly
 - Need to use the Anthem residents to be advocates and share what is happening with other residents
 - Chamber advertises the Anthem events for no charge
 - Perhaps Town can have conversations with Anthem regarding advertisements of the Chamber events
 - Possible to place event signs in the Town's right-of-way
 - Advertise on social media sites
 - Monthly meal meeting (alternate between breakfasts and lunches)
 - Networking breakfast
 - Lunch and learn event where there is an outside speaker to discuss various topics
 - Chris Salas, Development Services Director, to attend one of the meetings, during the winter months, to discuss the building safety process and what the requirements are, specifically with historic buildings.
 - Monthly Mixer held at various locations
 - Ribbon cutting events
 - Do referrals to business members
 - Annual car show (will become an annual event)
 - Casino Night (18th year)
 - Cornhole Tournament (will become an annual event)

- Getting back to grassroots of what the Chamber stands for using the community documents and adhering to them.
- Difficulty in hosting events during summer months because many people leave time or it is too hot
- Promote interest in local businesses and attractions (Ideas from Town)
 - Cooperation and events
 - Work together for business training
 - How to start a new business
 - Creating a business plan
 - Different types of funding and tax breaks
 - Types of reporting based on different types of businesses
 - Corporation Commission process in establishing a corporation
 - Business Retention/Expansion Program
 - Free training through Central Arizona College
 - Better publication on statistics on what the events are doing for the Town
 - Attendance
 - Revenue generated
 - Better publicizing of events
 - Provide information on what is necessary to open a business
- What services the Chamber provides to its members and to the community
- The Chamber's plans to hire an experienced Executive Director
 - Have succession training
 - How the Chamber can demonstrate its commitment to a strategic planning process and engage its stakeholders in the process
- How a strategic planning process can benefit the Chamber and the business community
 - Must be aware of Florence's beauty, which are the historical buildings
 - Fire concerns because the buildings are in close proximity to one another
 - Create standards and procedures
 - Fire issues addressed and Town is flexible; provides adequate time frame to address the issues
 - All Chamber board members are vested in the community as they all own local businesses
 - Businesses are not open during the evening hours. Most only are open 8:00 am – 5:00 pm.
 - Stores are not open because no one patronizes them in the evening
 - Some stores will remain open to accommodate customers if need be.
 - Suggestion is to open late one night each week or month
 - There are only a few stores open on Main; all other buildings are vacant
 - Difficulty in getting businesses to Florence
 - Buildings on Main Street are not move-in ready
 - Low property values in downtown area
 - Need to have community support in enticing businesses to come to Florence
 - Clean up properties
 - Signage
 - Focus needs to be on Florence, and not only on Main Street
 - Chamber to counter rumors that it hears about Florence
 - Utilization of services that the Chamber offers

- Chamber Board answered all of the questions that Ms. Karalee Cox provided. The board members are vested in the Strategic Plan.

Chairman Yu agrees that a strategic plan is necessary but feels that there may be a more cost-effective way in which to create a strategic plan.

Mr. Billingsley stated that he has attended several Chamber meetings and felt that there are ways that the Town would be able to assist them. In a conversation Mr. Rodney Mendoza, he stated that the Town could assist with the following:

- More participation from Town staff and Town Council at Chamber events.
- Assistance with special events
- Attendance with Strategic Planning
 - Town moved forward to see how the Town would be able to assist the Chamber
 - Create a strategic plan
 - Review bylaws to ensure that things are aligned with other chambers
 - Bringing in training and expertise
 - The proposed \$12,000 would have been zero dollars from the Chambers coffers.

Mr. Billingsley stated that \$12,000 is reasonable for the scope of work. He believes that if they solicited other vendors for the same service, the cost would be approximately \$24,000. He stated that there is a lot of commonality and desire for the Town and the chamber to work together, and this is priceless. He stated that it would be beneficial to meet with the Chamber of annual basis.

Mayor Walter stated that doing a strategic plan was a lengthy process but it provided direction as well as brought the staff and Council together. She stated that the strategic plan will carry forward as members change to still provide a clear direction and consistency for the future.

Councilmember Wall stated that it is evident that everyone has a mutual understanding that everyone wants what is best for the Town and for our businesses. She stated that the Town and the Chamber are co-equal partners and equal cooperation is necessary. She stated that she would like to improve communication amongst the Town, the Chamber, the entities and businesses.

Councilmember Larsen stated that it would have been helpful if a Chamber representative attended the Council meeting when the Strategic Plan was brought before Council.

Chairman Yu stated that they were not aware of the meeting in which the Strategic Plan for the Chamber was discussed. They did not know that this item was to go before Council. They were actively completing the tasks provided to the Chamber. She stated that the article in the local newspaper gave the impression that the Chamber didn't care, which was not the case at all. She stated that the Chamber is very happy to have been provided that opportunity and know that they need direction and that a Strategic Plan is needed.

Mayor Walter stated that it is her understanding that the Chamber will have an attendee at the meetings and that someone quit the Board as a result of what was printed.

Chairman Yu stated that Chamber was very happy about the Strategic Plan and put together the information that was requested. The Board was very excited to proceed and then they were told

that the Council voted against it. The Chamber members were set for the meeting that was to take place the following day and then they received an email the night of the Council meeting that there would be no meeting to start the Strategic Plan. There will be a Boardmember present at each of the Councilmembers.

Mayor Walter and the Council thanked the Chamber board members for their attendance.

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.

Ms. Sharon Gerrard, Candidate for State Senate, stated that she is a democrat and lives in Eloy, Arizona. She has spent her career working as a Physician's Assistant, in emergency medicine. She was passionate in caring for her patients. She plans on breaking the same passion to the State Senate for healthcare that is affordable and accessible for everyone. She also is passionate about quality public education and restoring funding to education as well as issues for our growing and rural district.

PRESENTATIONS

Retirement presentation celebrating Captain Jeff Moser's May 25, 2018 retirement after 27 years of service to the Town of Florence.

Mr. David Strayer, Fire Chief, recognized Captain Jeff Moser for his service to the Town. Captain Moser started with the Town in 1990 in the Public Works Department. He joined the part-time Fire Department in 1992. He became a full-time firefighter in 1997 and since then he has filled every position in the Fire Department inclusive of Chief. Chief Moser was integral in developing the department into what it is today.

Chief Strayer stated that he has known Captain Moser for over 25 years and he encompasses everything about the Fire Department. He shared stories of fires that they worked together.

Mayor Walter stated that Chief Moser has been instrumental in the training of the current fire personnel and for the excellence in service that is provided. She stated that it is difficult to see him retire and wished him well.

Chief Strayer stated that is something to see the entire Fire Department personnel come to recognized Chief Moser in their Class As, even on their personal time off. He stated that Chief Moser will be recognized in full honors at their annual banquet.

Mr. Jeff Moser, Fire Chief thanked the Fire Department personnel. He stated the Town has great staff, not only in the Fire Department, but the Town as a whole. He thanked everyone for their support throughout his career.

Presentation on the Town of Florence 2017-2018 Capital Improvement Program.

Mr. Billingsley stated that he and staff take the public fiduciary very seriously and are prudent with the Town's funds. The Town completed a number of projects that make everyone's life better.

Mr. Brent Billingsley, Town Manager, provided a presentation, in which he outlined the following projects:

- Central Bark Dog Park
 - Received grant from Pet Safe
 - Added benches, signage and other accoutrement
- Main Street Entry Sign
 - Signage on State Route 79 to direct travelers to the downtown area
- Main Street Intersection Improvements
 - No coatings done to protect horses during parades
- Main Street Streetscape
 - Approved in the late 1990s
 - LED lighting, benches and trash receptacles added
- Well #4 Improvements
 - Upgrades completed
- Diversion Dam/SR79 Signal
 - Has been discussed for more than one decade
 - Reconstruction and widening of Diversion Dam Road
 - Improvement of drainage issues
 - Relocation of irrigation ditch
 - Completion of traffic signal
- Hunt Highway/Attaway Road Signal
 - Was a work in progress to obtain a permanent traffic signal
 - Created with the widening of road in the future
- Florence Heights Drive
 - Was built as a cooperative effort by the Town and Pinal County over 20 years ago
 - Was in dire need of repair
 - Has received positive comments of how great the repaving came out
- Brunenkant Building Fire Sprinklers
 - Needed safety improvement and upgrades
 - Did fire alarm improvements throughout the downtown area
- Water Vending Station (Standpipe) Improvements
- Historic District Wireless Fire Alarms

- Fire Chief figured out a better way to offer monitored fire alarm systems that are cost effective in the downtown area
- The more that participate, the cheaper the cost for each individually
- South Wastewater Plant Belt Press
- South Wastewater Plant Blowers
- SCADA Repairs for Wastewater
- South Wastewater Plant Dechlorination
 - Chlorine is added to ensure it is clean
 - Dechlorination is required if the Town is going to discharge the water
- South Wastewater Plant Admin Building Repairs
 - Roof failed and needed to be repaired
- Sequencing Batch Reactor (SBR) #1/#3
South Wastewater Plant
- South Wastewater Plant Pump Repairs
 - Replaced one pump, rebuilt one pump and have one more as backup
- South Wastewater Plant Lab Equipment
 - Purchased new equipment
- Felix Road Railroad Crossing
 - Joint effort to do repairs
- Well #5 Booster Pumps
 - Two new booster pumps
- Well #5 Storage Tanks
 - Two tanks were refitted as if they are brand new
 - Should last for 20 years
- Silver King Porch Repairs
 - Repairs made during Make a Difference Day
 - Joint effort completed by Florence Council and staff and volunteers
- Police Car Purchases
 - Purchased two cruisers last year, will purchase two years this year along with one detective vehicle
- Main Street Park Improvements
 - Staff replaced bad concrete
 - Florence Teen Council repaired the tabled and repainted the ramadas
- Development Services Roof
 - Facilities Maintenance did some of the work to save money
- McFarland State Park Improvements
 - State Parks repaired the porch and walls, painted the building, new sign and new roof
- North Wastewater Plant Chlorine Building
 - Installed pre-fabricated building which has all of the modern improvements required by OSHA for a containment unit
- North Wastewater Plant Sand Filter
 - Installed new plumbing and new pressure vessel
- North Wastewater Plant Effluent Pumps
- North Wastewater Plant Effluent Storage
- Lined ponds
- North Wastewater Plant Blower Rebuild

- One blower was rebuilt
- Water Line Extensions
 - Circle K, Taco Bell, Horizon, Sun Life Family Health Center, Phoenix Street
- HVAC Replacement and Automated Controls
 - Town Hall has issues with the HVAC system
 - All units are balanced
 - New electronic system installed and designed to save the Town money
- Network Server Upgrades
 - Many upgrades were completed
- Florence Gardens Water Tank Repairs
 - Made repairs to tank as well as structural analysis
- Speed Radar Trailer
 - Received grant for trailer
 - Has multiple capabilities

Mayor Walter asked for updates when projects are completed.

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.

Adoption of an Intergovernmental Agreement with Maricopa Association of Governments for the Active Transportation Plan, in an amount not to exceed \$18,988.73.

Authorization to purchase one Tymco 600 Regenerative Air Sweeper, in an amount not to exceed \$239,595.23, with reimbursement from Maricopa Association of Governments Fiscal Year 2018 Congestion Mitigation and Air Quality Program of \$214,451 towards the streetsweeper purchase price, for the net price to the Town of \$25,144.23.

Approval of accepting the register of demands ending April 30, 2018, in the amount of \$2,037,757.06.

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

NEW BUSINESS

Ordinance No. 659-18:

Mayor Walter read Ordinance No. 659-18 by title only.

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING CHAPTER 30, SECTION 30.07, OF THE TOWN OF FLORENCE CODE OF ORDINANCES, TITLED COMPENSATION OF MAYOR AND COUNCIL, EFFECTIVE JANUARY 1, 2019.

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, stated that the Mayor's pay will increase to \$950 per month and Council's pay will increase to \$650 per month.

This agenda item was for first reading only; no action was taken.

Resolution No. 1665-18:

Mayor Walter read Resolution No. 1665-18 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ADOPTING THE TOWN OF FLORENCE FISCAL YEAR 2018-2019 EMPLOYEE COMPENSATION AND CLASSIFICATION PLANS.

Mr. Scott Barber, Human Resources Director, stated that every year, as part of the fiscal budget consideration and approval process, Council is requested to approve the Employee Classification and Compensation Plans for the upcoming year. This reflects any new position classifications that are included in the budget proposal and the pay ranges assigned to them, deleting any classifications no longer needed/in use, and also any position classification title changes. The proposed plans contain a number of changes that were presented to Council in the budget work session on May 23, 2018, along with a performance-based pay adjustment of up to 5% for eligible Town employees on or about their annual performance review dates.

Mayor Walter stated that the local newspaper misstated that only two employees would be receiving a pay increase.

Mr. Barber stated that all full-time employees are eligible to receive up to five percent merit increase on their anniversary date based on their score received on their evaluation. On the market adjustment side, 23 classifications, or approximately 47 employees within those classifications that will be impacted by the recommendation. There is a separate recommendation for the Department Directors, which is to adjust the ranges based on the market. With regards to pay, they looked at which Department Directors that are not currently at mid-point, and making them at mid-point. There are only two Department Directors who are being adjusted.

Mr. Barber stated that the Town has not been able to fund the merit increase since Fiscal Year 2014-2015. The Town did a merit stipend for two years and last year, each employee was given a 5% general adjustment to remain competitive.

On motion of Vice-Mayor Woolridge, seconded by Councilmember Wall, and carried to adopt Resolution No. 1665-18.

Resolution No. 1666-18:

Mayor Walter read Resolution No. 1666-18 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ADOPTING THE TENTATIVE ESTIMATES OF THE AMOUNT REQUIRED FOR THE PUBLIC EXPENSE FOR THE TOWN OF FLORENCE FOR FISCAL YEAR 2018-2019; ADOPTING A TENTATIVE ANNUAL BUDGET; SETTING FORTH THE RECEIPTS, EXPENDITURES AND THE AMOUNT PROPOSED TO BE EXPENDED FOR VARIOUS PURPOSES; GIVING NOTICE OF THE TIME FOR PUBLIC HEARING FOR TAXPAYERS ON THE ADOPTION OF THE FINAL BUDGET; ADOPTING THE BUDGET IN ACCORDANCE WITH THE STATE-IMPOSED EXPENDITURE

LIMITATION AND VOTER-APPROVED EXCESS AMOUNT; AND DECLARING AN EMERGENCY.

Mr. Joe Jarvis, Finance Director, provided a presentation, in which he outlined the following:

- Why are we here?
 - The Town of Florence must operate within an expenditure limitation. The current limitation was approved by a Home Rule election.
 - The Town Council must approve an annual budget which establishes how much the Town anticipates receiving in revenue and a ceiling for how much it can spend.
 - This process includes adopting a tentative and final budget and setting a levy amount according to the Arizona Revised Statutes:
 - Tentative Budget on or before 3rd Monday in July
 - Property Tax Levies adopted before August 1st to meet Pinal County's calendar
- Budget Basics
 - The Town of Florence budget is broken into funds which are distinct and separate components of operations that occur within the Town.
 - Each fund has its own revenue stream and expenditures and are tracked as part of the overall Town of Florence Budget.
 - Within each fund there are sub-categories known as Departments and Divisions which further breakdown expenditures for transparency.
- What have we done
 - Developed a draft Capital Improvement Plan (CIP)
 - Developed revenue and expense assumptions
 - Reviewed intrafund transfers and cost allocations
 - Reviewed salary splits
 - Reviewed all budget requests
 - Gone to market for benefits
 - Presented all data to the Budget Committee and incorporated their recommendations
- 2018-2019 Budget Assumptions
 - Budgeted expense are equal to or less than budgeted revenue. Except for policy direction from the Council (Sanitation and HURF Bond)
 - As of March 21, 2018, the Town's budgeted State Shared revenue will increase by \$150,000. Updated numbers are anticipated by June 4th.
 - Still not have received updated numbers
 - Staff incorporated the salary and compensation results for staff and the Council
 - Budget includes many operational requests and the capital improvement plan discussed on February 28th
 - Split the HURF and Transportation Excise Tax revenue into different divisions within the Streets Fund

On motion of Councilmember Guilin, seconded by Councilmember Anderson, to adopt Resolution No. 1666-18.

Roll Call Vote:

Councilmember Guilin: Yes

Councilmember Anderson: Yes

Councilmember Larsen: Yes

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Councilmember Wall: Yes
Councilmember Hawkins: Yes
Vice-Mayor Woolridge: Yes
Mayor Walter: Yes

Motion Passed: Yes: 7; No: 0

Discussion/Approval/Disapproval to enter into a contract with Ferguson Enterprises Inc., through an Arizona Department of Administration Cooperative Contract, to provide parts for water and wastewater projects, in an amount not to exceed \$250,000, through June 30, 2019.

Mr. Chris Salas, Development Services Director, stated that the request is to enter into a contract with Ferguson Enterprises Inc, through a Cooperative Contract, with the Arizona Department of Administration, to provide parts such as replacement of hydrants, and water line extensions and repairs for waterline and wastewater projects.

On motion of Vice-Mayor Woolridge, seconded by Councilmember Wall, and carried to enter into a contract with Ferguson Enterprises, Inc. through an Arizona Department of Administration Cooperative Contract, to provide parts for water and wastewater projects, in an amount not to exceed \$250,000, through June 30, 2019.

Discussion/Approval/Disapproval to ratify a contract with Cactus Transportation, dba Cactus Asphalt, in an amount not to exceed \$290,183.50.

Mr. Salas stated that the Street Superintendent believed there to be a purchase order for the full project; unfortunately, the purchase order was for a portion of the project. Staff has further tightened the controls on how to better monitor the purchase orders.

Mr. Billingsley stated that Cactus Transport has done a great job on the projects that they have done for Florence. The roads required much needed attention and they did high quality work.

On motion of Councilmember Anderson, seconded by Councilmember Guilin, and carried to ratify a contract with Cactus Transportation, dba Cactus Asphalt, in an amount not to exceed \$290,183.50.

Discussion on expiration of contract for transfer station services.

Mr. Benjamin Bitter, Assistant Town Manager, provided a presentation, in which he outlined the following:

- Background
 - Town of Florence stopped municipal solid waste service in 2013.
 - In 2013, the Town signed an agreement with George Johnson (Central Arizona Solid Waste).
 - One-year contract with four annual options to renew
 - Final option taken in 2017, and expires June 30, 2018 with no further options to renew the contract.
- Additional Options

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- Residents can continue to use the Central Arizona Solid Waste transfer station after June 30, 2018 at their own expense.
 - The Town will no longer pay the fee.
 - Residents would pay the prevailing rate.
 - Minimum charge is \$42.00
- Residents can use the curbside bulk pick-up service through Right Away Disposal (RAD)
 - There is no extra fee for this service.
 - Allows for up to 20 cubic yards of waste
 - Two people must be able to pick it up
 - Hazardous waste is not allowable
 - Tree trimmings have to be no longer than four feet
 - Available monthly pick up days
 - First Wednesday of the month for most of town.
 - Second Wednesday of each month for Anthem.
- Residents can use the annual Community Clean-Up Day
 - No Cost to participate
 - Traditionally held each March.
 - Includes option for some hazardous materials (no gas, explosives, or bio-waste)
- Residents can use the County's quarterly Free Disposal Days.
 - Two left in 2018 (July 14, 2018, October 13, 2018).
 - Open from 8:00 a.m. to 12:00 p.m.
 - Location: Hwy 79 and Deep Wells Ranch Road, Florence AZ
- Annual Christmas Tree Recycling Program
 - Two drop-off sites (Heritage Park and Anthem)
- Residents can use the Town Rent-A-Truck program.
 - Rent a brush or dump truck for the weekend.
 - Truck dropped off Friday, picked up on Monday.
 - Holds 3-4 tons, and about 14 cubic yards.
 - Costs residents \$95
 - Actual cost to dump is \$175; Town subsidizes the difference.
- White appliances can be recycled.
 - Stoves, Refrigerators, Washers, Dryers, and Microwaves can be dropped off at any time.
 - Waste tires are also accepted (up to five per year/per person for free).
 - Pinal County Public Works Material Recovery Center is located at 12725 Adamsville Road, Florence, AZ
- Hazardous Material can be disposed of in Coolidge.
 - Heritage Environmental Services is located at 284 E. Storey Road, Coolidge AZ 85128.
 - Rate is \$0.25 per pound for non-hazardous material, or \$0.75 per pound for hazardous material
- Wait for Pinal County Transfer Station
 - The County will be finishing a feasibility study on a transfer station within the county by the end of this month.
 - The Town could choose to partner on an effort to create this new facility.

Mayor Walter inquired how will the staff address the brush and debris left in the street.

Mr. Bitter stated that the Town is purchasing a street sweeper.

Mr. Salas stated that they have a streetsweeper schedule for Anthem; however, it is not as frequent as the downtown area. The chip seal is breaking up from the roads in the downtown area, which is why it is more frequent. It takes two months to complete the cycle in Anthem. The schedule has been in effect for nine years and they haven't had any issues with the schedule.

Mr. Salas stated that Mr. Curtis Williams, Code Enforcement Officer, monitors bulk pickup daily. The other staff are also diligent about ensuring that the Town is being kept up and clean.

Mayor Walter stated that she doesn't want to send the momentum stop in residents keeping their properties clean. Many residents utilize the transfer station.

Councilmember Anderson stated that he would like to continue with the services until such time that Pinal County gets a transfer station in place.

Discussion occurred on how continuing with the contract.

Mr. Bitter explained to the Council that the Town is out of options with regards to utilizing the existing contract. He stated that the Town would need to solicit bids. He stated that there are other options. RAD runs a facility in Apache Junction and the existing contract could be amended to include that service. He noted that the Apache Junction facility lacks the convenience factor of a local site.

Mr. Bitter stated another option would be to add more dump days.

Councilmember Anderson inquired where RAD dumps at.

Mr. Bitter stated that they dump in Apache Junction.

Councilmember Larsen stated that the Town needs to be specific on the pickup days on the website, specifically when there is a holiday. She would also like it clearly communicated as to what options are available and the addresses of the drop off locations. She said there may also be the possibility of partnering with Pinal County for more disposal days.

Mr. Bitter stated that it would be helpful to have all the information at one location.

MANAGER'S REPORT

Mr. Billingsley invited everyone to participate in the Summer Reading Program as well as the many other programs being offered.

Mr. Billingsley stated that the Town is making changes to the Town Ordinances to allow for small cell wireless antennas and facilities within the Town right of way. The Planning and Zoning Division encourages all interested parties to attend and learn about the new State requirements and how the Town proposes to address this.

Mr. Billingsley stated that there are a number of blog sites which rank active adult communities across the nation. One site called 55 Places.com ranked Sun City Anthem number 66 nationwide in 2018.

DEPARTMENT REPORTS

Community Services
Courts
Development Services
Finance
Fire
Police

The Department Reports were received and filed.

CALL TO THE PUBLIC

There were no public comments.

CALL TO THE COUNCIL – CURRENT EVENTS ONLY

Councilmember Anderson inquired about handicap parking lots in Parkside. He asked that this be discussed further at the Pulte meetings. He stated that the striping on Main Street needs to be redone.

Councilmember Anderson stated that the Governor was the guest speaker at the Pinal Partnership Meeting. He didn't share anything new and was positive about the economy. Water is being carefully looked at, because of the drought.

Councilmember Wall stated that she appreciates the work session with the Chamber and that she looks forward to working with them in the future.

Mayor Walter thanked the Chamber of Commerce Board for the work session. She stated that everyone wants what is best for Florence.

Mayor Walter wished Captain Moser and for offering their support and attendance.

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).

Consultation, discussion and contract negotiation involving Pulte Homes Company.

Consultation, discussion and contract negotiation involving GTIS MR LLC (SWVP).

Possible contract negotiations related to the proposed "Futsal" development project.

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 Larsen, seconded by Councilmember Wall, and carried to adjourn from Executive Session.

ADJOURNMENT

On motion of Councilmember Guillin, seconded by Councilmember Anderson, and carried to adjourn the meeting at 8:30 p.m.

Tara Walter, Mayor

ATTEST:

Lisa Garcia, Town Clerk

I certify that the following is a true and correct copy of the minutes of the Florence Town Council meeting held on June 4, 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, JUNE 18, 2018, AT 5:00 P.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 5:01 p.m.

ROLL CALL:

Present: Walter*, Woolridge, Hawkins*, Guilin, Anderson, Wall

Absent: Larsen

*Councilmember Hawkins arrived at 5:06 p.m.

*Mayor Walter arrived at 5:22 p.m.

WORK SESSION WITH THE INDUSTRIAL DEVELOPMENT AUTHORITY (IDA)

Ms. Jennifer Evans, Management Analyst, stated that the work session is an overview of the IDA and bond financing. She introduced the following IDA members in attendance: Barbara Kelly, President; Henry Padilla, Secretary/Treasurer; Fred Celaya, Member; Ty Schruafnagel, Member; Kenneth Wallace, Member; and Dana Brudvig, Member. She also introduced Mr. John Fries, Bond Counsel for the IDA.

Mr. John Fries, Riley, Carlock and Applewhite, Industrial Development Authority Bond Counsel, provided a presentation, in which he outlined the following:

- Industrial Development Financing Act
 - Obligations and Rights of Florence Town Council regarding the Florence IDA
 - Authorize the formation of the IDA - A.R.S. § 35-702
 - Elect the Directors of the IDA - A.R.S. § 35-705
 - The right to remove a Director of IDA at any time with or without cause - A.R.S. § 35-705
 - The proceedings under which bonds (of the IDA) are to be issued requires the approval of the governing body (the Florence Town Council) for each issuance of bonds. - A.R.S. § 35-721
- Industrial Development Financing
 - A.R.S. §35-701 - Authorizes issuance of bonds for certain “projects,” including Manufacturing, processing, assembling of products (agriculture, mining or industry, including R&D)
 - health care
 - residential real property within municipality
 - airports, docks, wharves, mass commuting facilities
 - sewage/solid waste disposal
 - facilities for energy
 - industrial parks
 - air or water pollution control
 - non-profit education institutions

- museums
- correctional facilities
- But is it tax exempt?
 - Tax-favored financing restricted and under attack
 - 2017 tax reform targeted tax-exempt financing
 - Proposed to eliminate Private Activity Bond (PAB) ultimately, PAB was spared
- Qualified projects for tax exempt status
 - Charitable organization ~ 501(c)(3)
 - Private activity bonds
 - Volume cap – (complicated formula tied to residential development)
2018 -- \$736,708,350
\$105/resident
 - Restrictions on “for profit” uses
- Advantages
 - Tax-exempt bonds – lower interest
 - Longer terms than most banks are willing to do
 - Exposure to broader credit markets.
- Disadvantages
 - Expensive – cost of issuance, compliance with tax, security issues, regulatory requirements
 - Timing – governmental approvals
 - Less flexible
- Competition
 - Arizona Industrial Development Authority
 - One stop shopping
 - State – set up a fund to guaranty debt on charter schools
 - Other IDAs
 - Pricing
 - Accommodation
 - Willingness to do deals
 - Marketing
 - Development loans
- Florence IDA
 - Very responsive, accommodating board
 - Flexible in scheduling
 - Advantage
 - Willing to do transaction outside of town
 - Willing to do charter schools
- Florence IDA Bonds
 - Goodwill Industries of Central Arizona, Inc. Project
 - \$5,016,000 on December 1, 2007
 - Goodwill Equipment Financing Project
 - \$6,000,000.00 on March 7, 2008
 - Basis School, Inc. Project
 - \$5,450,000 on March 1, 2010
 - Basis Chandler Project

- \$6,645,000 on November 1, 2010
- Basis Peoria Project
 - \$6,665,000 on November 1, 2010
- Basis Flagstaff Project
 - 6,995,000 on December 1, 2010
- Basis Phoenix Project
 - \$7,955,000 on November 1, 2011
- Legacy Traditional School Project - Queen Creek and Casa Grande Campuses
 - \$36,910,000 on March 1, 2013
- Mohave Accelerated Learning Center Schools
 - \$5,284,000 on August 1, 2013
- Telesis Preparatory Academy Project
 - \$5,355,000 on December 1, 2013
- Athlos Traditional Academy
- Accel Refunding Project
 - \$2,700,000 on December 1, 2014
- Virginia Wellness, LLC Project
 - \$4,320,000 on December 1, 2014
- Academy of Math & Science- Flower Campus Project
 - \$6,100,000 on May 1, 2015
- Mohave Accelerated Learning Center Schools
 - \$1,500,000 on July 1, 2015

Councilmember Wall stated the IDA receives funds when the bonds are funded and inquired what the IDA funds can be used for and what has the IDA utilized those funds for in the past.

Mr. Fries stated that the IDA is similar to a corporation and have broad authority to do whatever seems appropriate under their charter to do with those funds. They are not considered public funds; however, the Florence IDA treats those funds as public funds and restricts them to things that are appropriate for an IDA to invest in.

Mr. Henry Padilla, IDA Secretary/Treasurer, stated that the monies received are turned back to the Town in the form of a project or co-funding of a project. They also allow the Town to utilize the IDA facilities at no charge and the IDA uses the funds for operations and maintenance of their buildings. Currently, the Arts and Culture Commission utilizes the Suter House. Historically, the IDA did several historical building rehabilitation projects. Once completed, the IDA gifted the buildings to the Town.

Councilmember Wall inquired if the IDA has any continuing oversight on issued bonds and what happens if a bond goes into default.

Mr. Fries stated that the IDA does have continuing oversight and they require that every party enter into a Post Compliance Agreement, which requires them to honor the terms under which the bonds were issued to keep them tax exempt for the life of the loans. Residential properties are required to enter into a regulatory agreement, which require them to have set-asides for lower income individuals and they must meet certain percentage tests. They are subject to quarterly reports and annual audits.

Mr. Fries explained that there are two types of defaults that can occur. He explained the procedures of how to determine the tax that would be owed to the federal government if they defaulted. He stated that financial defaults are not common. He explained that in the past, defaults normally occurred with loans that were done with letters of credit. The requirements now are much stricter and now the banks would step in and assume responsibility for the loan.

Discussion occurred on a State program to protect loans.

Mr. Ty Schruafnagel, IDA Member, stated that some of the financing opportunities have recently dried up but they are anxious to continue financing. He stated that it is important to address issues and work together. He stated that through financing, the IDA is trying to improve Florence for its residents and those who visit Florence.

Councilmember Hawkins stated that he believes the Town has a good relationship with the IDA and hopes to continue to work together for the betterment of Florence.

Mayor Walter thanked the IDA for their attendance and look forward to working on future projects together.

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

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

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.

Ms. Bonnie Barriola, Historic Preservation Conference Planning Committee and Chandler Resident, thanked the Town for having four board members attend the 2018 Historic Preservation Conference. She stated that plans for the 2019 conference are already being made and they have acquired four sponsorships thus far. The conference will be held in Prescott, Arizona, in June 2019. She is hoping that Florence will sponsor a session as staff has showed an interest in presenting at the conference by sharing the best practices that it used to address preservation concerns or issues.

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Ms. Barriola explained what her role is as part of the Planning Committee and that her duties include contacting the COGs, obtain sponsorships and award nominations.

Ms. Barriola stated that the five speakers at the 2018 Conference Session titled “Problems, Pitfalls, and Economic Feasibility of Rehabilitating 19th and 20th Century Buildings in the 21st Century” would be willing to present their full session to the Council at a future meeting.

PUBLIC HEARING AND PRESENTATION

Public hearing to receive citizens’ comments regarding the use of Fiscal Year 2018 Community Development Block Grant Regional Account/State Special Project funds, as required for submission of the grant application. (Jennifer Evans)

Ms. Jennifer Evans, Management Analyst, stated that the Town of Florence has an opportunity to apply for Community Development Block Grants Regional Account funds. Applications are due August 1, 2018. The Town is required to conduct two public hearings to collect input from the citizens for the use of the funds. This public hearing is the second of the two public hearings that are required.

Ms. Evans stated that the Town has partnered with the Town of Winkelman and have combined funds. The Town receives funding every two years. The Town is eligible for \$331,000 this cycle. She stated that the Town has 2016 funding to do public infrastructure projects with the waterline improvements. The Town has done housing rehabilitation in the past. The project chosen must meet one of three national objectives:

1. Benefit low to moderate income people
2. Reduce slum and blight
3. Address any urgent needs within the community

Ms. Evans stated that she is available if anyone has any grievances or needs technical assistance with providing input.

Mayor Walter opened the public hearing.

Councilmember Anderson inquired if there would be an opportunity to discuss Resolution No. 1670-18 later in the Council meeting.

Ms. Evans stated that the resolution is for the proposed funds that would fund the waterlines improvement project under public infrastructure.

Mr. Brent Billingsley, Town Manager, stated that the Town did a substantial amount of outreach and advertisement.

Mr. Billingsley inquired of Ms. Evans if she has received any comments or requests for funding.

Ms. Evans responded that the Town has done its due diligence on promoting the availability of the funds and public input in this process. The Town has not received any input from the community. The first public hearing was conducted on May 24, 2018 at 5:30 pm, at Town Hall, and no one attended. She did receive one phone call from a resident who was interested in

housing rehabilitation for her home. She was unable to attend the meeting and was sent a form that she could return with her input. The form has not been returned.

Mr. Billingsley asked if she had received comments from staff, specifically the 12-inch waterline extension to increase fire flows throughout the Town.

Ms. Evans stated that she did receive that comment. She stated that the Town has the waterline improvement project in the Capital Improvement Budget. The Town does not have any dedicated funding for housing rehabilitation in the upcoming budget. Typically, CDBG funds are used for infrastructure projects or for housing rehabilitation.

Mayor Walter asked that Council be informed if anyone reached out to her.

Mayor Walter closed the public hearing.

**Proclamation declaring July 2018 as Parks and Recreation Month in the Town of Florence.
(Bryan Hughes)**

Mr. Erasmo Mendivil, Recreation Coordinator, discussed the aquatics programs planned for the summer months as well as the Teen Nights that they are working with the Teen Council. They will be part of the World's Largest Swim Lesson on June 21, 2018. It will be a free swim day on July 4, 2018, but they are accepting donations for school supplies. They are also hosting the Central Arizona League Championship.

Ms. Megan Cetta, Recreation Coordinator, discussed the Summer Kids Club and the activities planned to include day camp, various activities, visiting the pool, and going to the Senior Center for cooking lessons. Once school resumes, they will resume the Before and After the Bell Program at Florence K -8 and at Anthem. The activities are well attended.

Ms. Allison Feliz, Recreation Coordinator, discussed the special events planned for the 4th of July. She stated that they have decreased the hours to 5:00 pm to 8:30 pm. She stated that they started earlier in the past because they did not have the aquatics center and the public is now coming to the park closer to 6:30 pm. The events will remain the same including a live band, mud volleyball tournament and corn hole tournament. She noted that they have not received any registration for the mud volleyball.

Ms. Feliz stated that they anticipate approximately 3,000 people to attend the July 4th events. The Movie in the Park had to be rescheduled due to the weather and is rescheduled for August 31, 2018.

Mayor Walter and Mr. Bryan Hughes, Community Services Director, read the proclamation.

Mayor Walter proclaimed July 2018 as Parks and Recreation Month in the Town of Florence.

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. **Authorization to purchase a 2018 Kubota M7060HDC12 4WD Tractor and CL-KUM1008 Rock Screen from Bingham Equipment Company (dba: Bobcat of Phoenix), through the Arizona State Cooperative Contract #ADSP018-202735, in an amount not to exceed \$41,994.74, per quote #015109. (Chris Salas)**
- b. **Authorization to renew the contract with Koko Entertainment, LLC, for Teen Leadership and Programming, in an amount not to exceed \$37,000. (Bryan Hughes)**
- c. **Authorization to entering into a three-year IoT Security Agreement with Subex, Inc., in an amount not to exceed \$40,000 annually. (Trenton Shaffer)**
- d. **Approval of the May 7, May 21 and May 23, 2018 Town Council Meeting minutes.**
- e. **Receive and file the following board and commission minutes:**
 - i. **April 19, and May 17, 2018 Planning and Zoning Commission Meeting minutes.**

On motion of Vice-Mayor Woolridge, seconded by Councilmember Guilin, and carried to approve the Consent Agenda, as written, with the exception of Item a. and Item c.

- a. **Authorization to purchase a 2018 Kubota M7060HDC12 4WD Tractor and CL-KUM1008 Rock Screen from Bingham Equipment Company (dba: Bobcat of Phoenix), through the Arizona State Cooperative Contract #ADSP018-202735, in an amount not to exceed \$41,994.74, per quote #015109. (Chris Salas)**

Councilmember Anderson inquired if the Town received three bids for the purchase.

Mr. Salas explained that other quotes were received; however, purchasing the Arizona State Cooperative Contract provided a much better savings.

Mr. Billingsley stated that the State of Arizona has a procurement office and they satisfy Arizona law and go through the bid process for key items. He stated many times, they have the lowest value and the Town can utilize their cooperative contract.

On motion of Councilmember Wall seconded by Councilmember Hawkins, and carried to authorize the purchase a 2018 Kubota M7060HDC12 4WD Tractor and CL-KUM1008 Rock Screen from Bingham Equipment Company (dba: Bobcat of Phoenix), through the Arizona State Cooperative Contract #ADSP018-202735, in an amount not to exceed \$41,994.74, per quote #015109.

- c. **Authorization to entering into a three-year IoT Security Agreement with Subex, Inc., in an amount not to exceed \$40,000 annually. (Trenton Shaffer)**

Mr. Trenton Shaffer, Information Technology Manager, explained that Subex, Inc. is a global telecom and cyber computer company. They provide security services for 33 of the top 50 telecom solutions companies as well as cyber security solutions for the internet of things, operations technologies SCADA systems for water and wastewater.

On motion of Councilmember Wall, seconded by Councilmember Hawkins, and carried to authorize entering into a three-year IoT Security Agreement with Subex, Inc., in an amount not to exceed \$40,000 annually.

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

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

UNFINISHED BUSINESS

Ordinance No. 659-18:

Mayor Walter read Ordinance No. 659-18 by title only.

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING CHAPTER 30, SECTION 30.07, OF THE TOWN OF FLORENCE CODE OF ORDINANCES, TITLED COMPENSATION OF MAYOR AND COUNCIL, EFFECTIVE JANUARY 1, 2019. (Brent Billingsley)

Mr. Billingsley, stated that if the ordinance is approved, beginning on January 1, 2019, the Mayor would receive \$950/month compensation and Council would receive \$650/month during their service.

Councilmember Hawkins stated that the Town did its increase base on the mid-range average based on what other communities compensate their Council.

Mr. Billingsley stated the Town utilized the same comparators that it used for the employee's salary scale.

On motion of Councilmember Guilin, seconded by Vice-Mayor Woolridge, and carried to adopt Ordinance No. 659-18.

Approval of the Services Agreement with Common Sense Consulting and Facilitation Agreement to provide assistance to the Greater Florence Chamber of Commerce with its strategic planning process. (Jennifer Evans)

Mr. Billingsley stated that the agreement has come before the Council at a previous Council meeting and was not approved. It was suggested that the scope of work be reviewed as well as have a work session, which was held on June 4, 2018. She stated that staff is presenting two options:

- Option A includes the full scope of work for strategic planning services with the consultant. The cost will be \$12,000.
- Option B is a modified version of the scope that just includes a training that will outline the goals and responsibilities along with some follow up work. The cost will be \$3500.

On motion of Councilmember Wall to approve the Services Agreement with Common Sense Consulting and Facilitation Agreement with Option B to provide assistance to the Greater Florence Chamber of Commerce with its strategic planning process.

Motion died due to lack of a second.

Discussion regarding transfer station services. (Benjamin Bitter)

Mr. Benjamin Bitter, Assistant to the Town Manager, discussed the following items:

- Various options available to the residents regarding bulk trash disposal and recycling
 - Weight limitations
- Changes made to the website which outlines in detail what can and cannot be disposed of
- Pick up dates and the changes to the scheduled when there is a holiday.
- Flyer that has been created regarding the changes being made and what options are available.
 - The flyer went out in everyone's utility bill as well as placing it on the Town's website.
- Alternate Disposal Options
 - Power Point Presentation is on the Town's website
- Language cleaned up and provided more information
- Contact information for Carol Schaubsluger, Customer Services Representative for sanitation services
- Possible additional dump days and what it would cost the Town
 - Would need to amend agreement with Right Away Disposal

Mr. Billingsley stated that staff has become very educated on the disposal options.

Discussion occurred on solicitation of a bid for disposal services.

Mr. Joe Jarvis stated it would take approximately five months for the procurement process to bid for disposal services. He explained what the procurement process entails.

Mayor Walter expressed her concern regarding stopping the free dumping at the landfill. She stated that the residents were provided this service when the Town privatized the sanitation service and told the residents that they would have this service until such time that Florence had a landfill.

Mayor Walter asked Mr. Curtis Williams, Code Enforcement Officer, to speak on his perspective regarding the bulk pickup.

Mr. Curtis Williams, Code Enforcement Officer, stated that it has taken him four years to clean up the community and to maintain it. He stated that he does not see a problem and thinks that they should see how things progress. There are options available to the residents to dump their bulk trash.

Mr. Billingsley stated that the Town will do an RFP for sanitation services and can include transfer station services as well. The transfer station can be an elective added and does not necessarily

need to be awarded. He stated the Town will go out for bid after July 1st. The Right Away Disposal (RAD) contract expires in April.

Mr. Bitter stated that awarding the contract for sanitation services can be timely if RAD is not awarded the contract because they would need to buy trash cans and trash trucks to service Florence. The sooner that they can get the bid out, the more lead time a company has. He also discussed the possibility of joining Pinal County with their free dump day or offering additional days to what the Town already does.

Mr. Bitter explained the various options available to the residents including bulk trash pickup at the resident's home. He explained that the service is underutilized and explained the benefits of having the bulk pick up from the home. Residents are still able to utilize the landfill; however, they will now have to pay the dump fees.

Mr. Billingsley stated that the bulk trash pickup at the home is a great service. They do a great job and they can pick up a large quantity.

Discussion occurred on how the landfill fees are being paid and how the sanitation funds are used to pay for those fees.

Councilmember Wall suggested that the Town reimburse residents who incur dump fees until such time that the Town has a landfill.

Mr. Bitter explained the fees would be higher than what the Town is currently being charged and there would be no way to control what the overall expense would be. Lastly, it would be difficult to stop fraud from occurring.

Vice-Mayor Woolridge stated that curbside pickup is be underutilized and it may be more convenient than having to load it and take it to the landfill. She would like to see to see if the curbside pickup will be utilized more before they try another option.

Mr. Bitter explained the landfill is only open Monday – Friday and not available on the weekends.

Mr. Bobby Harris, Florene Anthem Resident, stated the Council has been provided the information needed to make a decision. He stated that ultimately it will be based on cost.

Mr. Billy Calvert, Florence Anthem Resident, stated that he is spoiled by the services provided to him. He stated that he utilizes the service quite often. He stated that putting out their debris for curbside pickup is unsightly and not convenient.

Mayor Walter asked Council to consider Councilmember Walter's suggestion about reimbursing the public as well as Mr. Billingsley suggestion of adding in the transfer facility usage in the RFP for sanitation services.

Mr. Clifford L. Mattice stated that it is legal to reimburse the customers; however, there would need to be a formal action from the Council. The expense will need to be verified.

Mr. Billingsley suggested that a dollar amount be set because the price is going to go up approximately 50% and there is an opportunity for fraud by the paperwork process. He stated that staff will bring back three options for Council to consider.

Councilmember Guilin stated that a policy and procedure needs to be developed. Staff needs to understand what the parameters are, what is allowed and what is not allowed. This is an administrative issued that will result in more responsibility for staff.

Mr. Bitter stated that Pinal County will have a free dump day on July 14, 2018 and will advertise for it. He noted that the Central Arizona Solid Waste Transfer Station is open Monday – Friday, from 6:00 am to 4:00 pm.

NEW 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, AND DECLARING AN EMERGENCY.

Mr. Jarvis stated this ordinance in for the primary property tax. He stated that the levy for the upcoming fiscal year will increase. Staff is preparing to advertise for a truth-in-taxation hearing, which will be held on July 16, 2018. The levy will increase but the rate will decrease. He stated that the current rate is \$1.1345 per \$100 of net assessed valuation. The proposed rate is \$1.1060 per \$100 of net assessed valuation. The property values may increase, and thus, the amount they pay in property tax may increase as well.

Councilmember Wall inquired about dual announcements to the public. One announcement discusses that the rate is decreasing and the other discusses that the levy is increasing. She inquired if this is something that the Town can do. She stated that the Town's announcement is confusing.

Mr. Jarvis explained that the State is very specific on the verbiage that can be used when advertising the change. He explained how the rates affect the levy.

Councilmember Guilin stated that the local newspaper may be able to write an article on this matter and explain it in more detail.

Mr. Jarvis stated that he is doing outreach by doing presentations on this matter to anyone interested.

Mr. Billingsley stated that the other communities may be doing additional announcements to help explain it in a different way. The formalized announcement must appear as outlined in the State Statutes.

Ordinance No. 661-18:

Mayor Walter read Ordinance No. 661-18 by title only.

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE STREET LIGHT IMPROVEMENT DISTRICTS (1, 2 & 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 30th DAY OF JUNE 2019, AND DECLARING AN EMERGENCY.

Mr. Jarvis stated that this ordinance is for the three streetlight improvement districts, which are an overlay of the Anthem community. The current rate is \$0 and the recommendation is for the rate to remain at \$0. The Town is continuing to use the existing cash balance in each of the districts. He stated that they will need to have a discussion about rates next year.

Mr. Jarvis stated that the State Legislature has made changes to how the Town can handle streetlight districts. Council and staff will discuss how to incorporate those changes moving forward.

Mr. Billingsley asked Council to table this item to the next meeting.

On motion of Vice-Mayor Woolridge, seconded by Councilmember Anderson, and carried to table this item to the July 16, 2018 Town Council Meeting.

Resolution No. 1668-18:

Mayor Walter read Resolution No. 1668-18 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, VACATING, ABANDONING AND TRANSFERRING TITLE TO THE RIGHT-OF-WAY FOR A PORTION OF NORTH CENTER STREET ADJACENT TO THE ABUTTING PROPERTY OWNERS LOCATED AT 76 NORTH CENTER STREET (“LYON”), AND APPROVING AND ACCEPTING THE COMPENSATION PAID BY THE ABUTTING PROPERTY OWNERS AND OTHER CONSIDERATION FOR THE RIGHT-OF-WAY.

Mr. Billingsley stated that the Town has approved an Infill District for Mr. Lyon to construct a pool and to construct a garage at his home. He stated that this required a purchase of right-of-way from the Town. Upon permitting Mr. Lyon’s improvements, staff determined that Mr. Lyon’s residence and some of the improvements are on the Town’s right-of-way.

Mr. Billingsley stated that this is of no fault of Mr. Lyon as the home is over 100 years old and there at least three different sets of benchmarks in Florence that have been used to lay out lots.

The solution was to sell the Lyon family a portion of the right-of-way so that the home and improvements will no longer be on the Town's property.

On motion of Councilmember Anderson, seconded by Vice-Mayor Woolridge, and carried to adopt Resolution No. 1668-18.

Resolution No. 1669-18:

Mayor Walter read Resolution No. 1669-18 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AUTHORIZING THE SUBMISSION OF APPLICATION(S) FOR FISCAL YEAR 2018 STATE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS, CERTIFYING THAT SAID APPLICATION(S) MEETS THE COMMUNITY'S PREVIOUSLY IDENTIFIED HOUSING AND COMMUNITY DEVELOPMENT NEEDS AND THE REQUIREMENTS OF THE STATE CDBG PROGRAM, AND AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND COMPLETE THE ACTIVITIES OUTLINED IN SAID APPLICATION FOR INFRASTRUCTURE IMPROVEMENTS.

Ms. Evans stated that the Town has the opportunity to apply for \$331,000 in CDBG funds. Staff is requesting Council approval to submit the grant application for public infrastructure improvements, specifically waterline improvements in the Town core.

Councilmember Wall inquired about the caller who was interested in applying for funds for housing rehabilitation. She inquired if the resolution is adopted, will it exclude housing rehabilitation.

Ms. Evans stated that housing rehabilitation will be excluded, as the Town can only apply for one project; however, there are other funding mechanisms at the State level that the Town can apply to. She stated that there is no funding in the Town's budget for housing rehabilitation this year.

Councilmember Hawkins stated that the Town has rehabilitated many homes in the past. The waterline project will benefit the community as a whole, rather than certain individuals. He is in favor of the waterline project and hopes that they can find other funding to assist those in need with their homes.

Councilmember Anderson inquired what section of Main Street will be done. He also inquired if there is a time frame in which the funding needs to be spent.

Ms. Evans stated that the improvements will be done south, between Butte Avenue and Virginia Street. She stated that the Town currently has CDBG funds in place and those funds will be used for an area North of Butte Avenue. She stated that ample time is provided in which to complete the project.

On motion of Councilmember Guilin, seconded by Councilmember Wall, and carried to adopt Resolution No. 1669-18.

Resolution No. 1670-18:

Mayor Walter read Resolution No. 1670-18 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, COMMITTING LOCAL FUNDS AS LEVERAGE FOR A FISCAL YEAR 2018 COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION.

Ms. Evans stated that \$50,000 has to be committed as leverage dollars for the CDBG grant for the waterline project. The \$50,000 is a small portion of the overall budget for the project.

On motion of Councilmember Guilin, seconded by Councilmember Hawkins, and carried to adopt Resolution No. 1670-18.

Authorization to approve an Engagement Agreement with Ryley, Carlock, and Applewhite to represent the Town's interest in ACC Docket # WS-02987A-18-0050; WS02987A-17-0392 rate case and authorize expenditures in an amount not to exceed \$200,000 (Queen Creek will reimburse Florence for 50%).

Mr. Billingsley stated that for the last two months, the Town has been engaged with Ryley, Carlock, and Applewhite, specifically, Albert H. Acken, Attorney, regarding and intervention into an ongoing case before the Arizona Corporation Commission. This case has now branched into four items: rate study, billing and water quality issues, water outages and availability of public services, and extension of Certificate of Need and Necessity through the Arizona Corporation Commission.

Mr. Billingsley stated that the original agreement with this firm was up to \$25,000; however, it is staff's belief that the Town will exceed the \$25,000 with respect to the Town's share of the cost. The Town has a side agreement with the Town of Queen Creek in which they share the legal cost equally. He stated that the request is for an amount not to exceed \$200,000 because the Town would pay the full cost and then be reimbursed 50% of the cost from Queen Creek. Each entity would pay no more than \$100,000.

On motion of Vice-Mayor Woolridge, seconded by Councilmember Wall, and carried to approve an Engagement Agreement with Ryley, Carlock, and Applewhite to represent the Town's interest in ACC Docket Numbers WS-02987A-18-0050 (billing and water quality issues), WS-02987A-17-0392 (rate case), WS-02987A-18-0151 (water outages), and WS-02987A-06-0667 (an Extension of a Certificate of Convenience and Necessity) and authorize expenditures in an amount not to exceed \$200,000 (the Town of Queen Creek will reimburse the Town of Florence for 50%).

MANAGER'S REPORT

Mr. Billingsley stated that the Town of Florence applied for a Federal Transit Administration Section 5310 Grant, which is for the elderly and persons with disabilities. Ms. Evans and Mr. Bryan Hughes, Community Services Director, collaborated on that effort. The Town has received a tentative approval for the grant for the Give A Lift Program.

Bryan Hughes, Community Services Manager, explained that the Give a Lift Program coordinates volunteers to provide elderly, who do not have the ability to get to medical appointments, with rides through volunteers. He stated that they can also train their drivers or other volunteers to

use the Lift Van for those who have specialized needs. The grant will pay for a person to coordinate rides and recruit volunteers as well as administer the other transportation grants already in place. This may be a model program for other communities around the State to follow.

Vice-Mayor Woolridge inquired if the Town is receiving a van as well.

Mr. Hughes stated that the Town received funding for a cut-away van last year, which they are still waiting to receive.

CALL TO THE PUBLIC

Ms. Wendy Yu, Industrial Development Authority Board Chair, invited the Council to attend the 18th Annual Casino Night.

Ms. Yu spoke as a business owner on Main Street who stated that someone is turning off the electricity at the breaker box. She stated that other businesses have had the same issue. She stated that the students sit on Main Street to use the free WIFI and have done damage to the laundry mat. She stated that they have not only cut off the power, but they have cut the telephone lines and ripped the wires out. They have attempted to kick in the back door at the laundry mat. There has also been some graffiti and the Town staff has cleaned it. She has addressed this issue with the Police Department but has not received a response back.

CALL TO THE COUNCIL – CURRENT EVENTS ONLY

Mayor Walter invited everyone to the Freedom Fest on July 4, 2018.

ADOURN TO EXECUTIVE SESSION

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. Discussion and consultation regarding the Mutual Aid Agreement and Fire Operations outside the Town limits.**
- b. Contract negotiations with the Town Manager.**
- c. 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).**
- d. 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).**
- e. 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.**

f. Discussion of purchase, sale or lease of real property and contract negotiations resulting from the closure of the Florence Hospital at Anthem.

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

ADJOURN FROM EXECUTIVE SESSION.

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

ADJOURNMENT

On motion of Councilmember Wall, seconded by Councilmember Anderson, and carried to adjourn the meeting at 9:07 p.m.

Tara Walter, Mayor

ATTEST:

Lisa Garcia, Town Clerk

I certify that the following is a true and correct copy of the minutes of the Florence Town Council meeting held on June 18, 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 WEDNESDAY, JUNE 27, 2018, AT 12:00 P.M., IN THE FLORENCE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.

CALL TO ORDER

The meeting was called to order at 12:00 pm.

ROLL CALL:

Present: Walter, Woolridge, Hawkins, Guilin, Anderson, *Wall, *Larsen
Councilmember Wall and Councilmember Larsen appeared telephonically.

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:

- 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 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 or in regard to any matters involving the Commission's review, public participation, investigations into Johnsons Utilities, LLC Operations including but not limited to Case Numbers: WS-02987A-17-0392; WS-02987A-18-0151; WS-02987A-18-0050; WS-02987A-06-0667.

On motion of Vice-Mayor Woolridge, seconded by Councilmember Guilin, 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.

Mayor Walter and Councilmember Larsen left the meeting at 2:25 p.m.

NEW BUSINESS

Discussion/Approval/Disapproval of authorizing the Town Manager and Town Attorney to file Motions to Intervene with and/or appear before the Arizona Corporation Commission on behalf of the Town of Florence in regard to any matters involving the Commission's review, public participation, investigations into Johnsons Utilities, LLC Operations including but not limited to Case Numbers: WS-02987A-17-0392; WS-02987A-18-0151; WS-02987A-18-0050; WS-02987A-06-0667; and any other ACC proceedings regarding Johnson Utilities, LLC as the Town Manager and Town Attorney deem necessary or appropriate to protect the interest of the Town.

Mr. Brent Billingsley, Town Manager, stated that the Florence Town Council voted to intervene on what is known as Docket No. WS-02987A-18-0050 with the Arizona Corporation Commission concerning operations at Johnson Utilities. There are three other dockets associated with the case have to do with the following:

- Existing rate case
- Investigation with respect to water outages
- Extension of Certificate of Need and Necessity

Mr. Billingsley stated that all three cases are before the Arizona Corporation Commission. He stated that Legal Counsel and staff are asking Council if they would consider intervening in the remaining cases and hold all the efforts together towards the spirit of the first adoption.

On motion of Councilmember Anderson, seconded by Councilmember Guilin, and carried to authorize the Town Manager and Town Attorney to file Motions to Intervene with and/or appear before the Arizona Corporation Commission on behalf of the Town of Florence in regard to any matters involving the Commission's review, public participation investigations into Johnsons Utilities, LLC Operations including but not limited to Case Numbers: WS-02987A-17-0392; WS-

02987A-18-0151; WS-02987A-18-0050; WS-02987A-06-0667; and any other ACC proceedings regarding Johnson Utilities, LLC as the Town Manager and Town Attorney deem necessary or appropriate to protect the interest of the Town.

Motion to approve and ratify the Terms of Engagement for Legal Services approved at the June 18, 2018 Council Meeting as it relates to the expenditures for legal services with Ryley Carlock & Applewhite and Albert H. Acken for legal representation of the Town of Florence in regulatory matters, including administrative appeals and potential litigation with respect to Matters of Commission's Investigation of Johnson Utilities LLC, before the Arizona Corporation Commission.

Mr. Clifford L. Mattice, Town Attorney, stated that Council previously approved the expenditure and engagement letter with the law firm and Mr. Acken relating to the Arizona Corporation Commission proceedings. He explained that the request is a clarification/ratification to include the other docket numbers since the first approval. It has also been clarified with the law firm's engagement letter for Council's consideration.

On motion of Councilmember Guilin, seconded by Councilmember Anderson to approve and ratify the Terms of Engagement for Legal Services approved at the June 18, 2018 Council Meeting as it relates to the expenditures for legal services with Ryley Carlock & Applewhite and Albert H. Acken for legal representation of the Town of Florence in regulatory matters, including administrative appeals and potential litigation with respect to Matters of Commission's Investigation of Johnson Utilities LLC, before the Arizona Corporation Commission.

TOWN MANAGER'S REPORT

Mr. Billingsley invited everyone to the Freedom Fest events on July 4, 2018. The events start at 5:00 pm, at Heritage Square.

CALL TO THE COUNCIL – CURRENT EVENTS ONLY

Councilmember Hawkins invited everyone to the July 4th events. He stated there will be a corn hole tournament at the American Legion, and it will be indoors, so everyone can stay cool.

Councilmember Anderson stated that he has received compliments about the street project in Florence Gardens. They were pleased with the work as well as the performance of the subcontractor.

Councilmember Guilin expressed her sadness in the burning of the Kokopelli Moon Saloon building on Main Street. She reminded the owners to look at what happens when the buildings are not maintained. This impacts other buildings, specifically on Main Street.

Vice-Mayor Woolridge stated that it is very sad to see another building on Main Street lost. The Council needs to do whatever it can to protect the buildings on Main Street. Council needs to put some teeth in the Town Code. It is important to protect one's assets.

ADJOURNMENT

On motion of Councilmember Hawkins, seconded by Councilmember Guilin, and carried to adjourn the meeting at 2:39 p.m.

Tara Walter, Mayor

ATTEST:

Lisa Garcia, Town Clerk

I certify that the following is a true and correct copy of the minutes of the Florence Town Council meeting held on June 27, 2018, and that the meeting was duly called to order and that a quorum was present.

Lisa Garcia, Town Clerk

**TOWN OF FLORENCE
PLANNING AND ZONING COMMISSION
JUNE 7, 2018
REGULAR MEETING MINUTES**

MINUTES OF THE PLANNING AND ZONING COMMISSION OF THE TOWN OF FLORENCE MEETING HELD ON THURSDAY, June 7, 2018, AT 6:00 P.M., IN THE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.

1. CALL TO ORDER

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

2. ROLL CALL:

Chairman Pranzo	Present
Vice-Chair Frost	Present
Commissioner Smidt	Present
Commissioner Shoppell	Present

Council Liaison Hawkins Absent

3. PLEDGE OF ALLEGIANCE

4. DISCUSSION/APPROVAL/DISAPPROVAL of the minutes of the regular meeting conducted on May 17, 2018.

On motion by Commissioner Smidt, seconded by Commissioner Shoppell, and carried to approve the May 17, 2018 meeting minutes.

5. NEW BUSINESS

A. WORK SESSION/PRESENTATION AND DISCUSSION ON THE TOWN PROPOSED DRAFT TEXT AMENDMENTS TO IMPLEMENT STATE MANDATED (HB 2365) SMALL WIRELESS FACILITIES IN TOWN RIGHT OF WAY

On motion of Commissioner Smidt, seconded by Vice Chair Frost, and carried to recess regular meeting and enter into work session.

Planning Consultant Burkhardt gave a PowerPoint presentation explaining HB 2365 legislation and the statutory requirements of Towns to allow Small Wireless Facilities (SWFs) on town-owned structures located within Town rights of way.

The Commission asked questions to better understand who owns the light poles and utility poles in the rights of way, and who decides where antennas are needed, and which providers could locate SWFs.

Ryan Shaffer of 2200 S. University Blvd, Denver Colorado with the law firm of Sherman & Howard speaking on behalf of Verizon and T-Mobile. Stated that the licenses agreement authorized by the statute is non-discriminatory and allows for multiple providers to request facilities in rights of way, on the same pole.

Vice Chair Frost asked if its possible to have multiple 6 cu ft antenna facilities on the same pole? Mr. Shafer responded that yes, though he's not an engineer, but the intent of the statute is to allow collocation of SWFs on vertical structures. Chair Pranzo expressed concern of multiple SWFs of this size on the same pole. He noted the provisions allow up to four SWFs on the same pole. Mr. Shafer responded that it is unlikely due to the limited area and engineering requirements. Chair Pranzo is concerned about weight on the pole.

Mr. Burkhardt explained the Town is allowed to apply objective design criteria to conceal the equipment. If the Town does receive multiple requests to collocate on the same pole, the town will closely review the options to restrict multiple SWFs prior to taking a position.

Chair Pranzo noted that the example images shown are receiving power from the ground. In Florence, most of the power is on overhead lines. Mr. Burkhardt showed an image of a Strand-mounted antenna that attaches to overhead lines.

Mr. Burkhardt noted that the revenue is nominal due to the legislation. We can no longer enter into exclusive lease agreements for SWFs in right of way. Facilities beyond the 50' height or having a volume greater than prescribed by the statute, would fall under the Town's Zoning regulations and could be subject to an exclusive lease agreement as has been done in the past.

Chair Pranzo noted that other communities must be dealing with this statute as well and asked how they were dealing with it. Mr. Burkhardt responded that there is a consortium of communities and stakeholders meeting monthly to discuss what is being done on this front. Florence's proposed text amendments and Terms and Conditions have been modeled after some of the more developed policies from other communities, such as Avondale. Chair Pranzo noted that we will probably revisit these policies after we see a few applications come through.

Commissioner Shoppell inquired on the plans to make the public aware of this project. Mr. Burkhardt noted he is working with the towns PIO and outreach is in process. It will be available on the Towns website and staff will exercise the Towns social media and print media to push the information out to the public.

Chair Frost provided the following comments on the text:

Town Code:

- Section 120.04 E – confusing language, clarify

- 201.05 B. - nowhere is weight mentioned and could be a critical factor on the structural integrity of these poles
- 201.05 C – missing provision to review structural load calculations

Zoning Code:

- Definitions – “Monopole” – include ground equipment if it is allowed
- 150.182 B.1 - ...that the tower (insert: “and attached equipment”) is designed to...
- 150.183 B – require contact info on sign. Later, doc terms & conditions says “may”, Town should consider it required

Terms & Conditions:

- 1.8 Monopole definition is missing “or”
- 1.16 define “Cable Route”
- 4.5 a lot of things can be emergencies and cause traffic blockage, etc. Should be a notification to town included to address potential operations/servicing conflicts
- 4.12 contact signage allowed, should be required rather than “may be”
- Section 9 – consider annual safety training for staff or explain how this is addressed
- Typical streetlight life expectancy may be 25- 30 years, attaching equipment may cause premature aging, how does town receive compensation for wear and tear of town property? Mr. Burkhardt will review and report back to the Commission

On motion of Chairman Pranzo, seconded by Commissioner Shoppell, and carried to adjourn work session and return to regular meeting.

6. CALL TO THE PUBLIC/COMMISSION RESPONSE:


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

7. CALL TO THE COMMISSION-CURRENT EVENTS ONLY

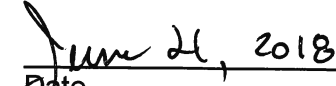
Vice Chair Frost recognized a new person at the staff table. Mr. Burkhardt introduced staff Planner Maricella Benitez to the Planning Commission

8. ADJOURNMENT

On a motion of Commissioner Smidt, seconded by Commissioner Shoppell, and carried to adjourn the meeting at 6:52 pm.



 Gary Pranzo, Chairman



 Date

**Town of Florence
Summary of Warrants Paid
As of May 2018**

Source	Amount
Accounts Payable-Warrant Register	600,212.50
ACH/Wire Transfers	
AFLAC Prem for May pay for June 2018	4,620.73
Post April'18 Transaction Privelege Tax	20,782.58
child support/assignment PR levys	8,062.21
credit/debit/analysis/bank fees	3,004.64
health insurance payments - UHC/Medical Dental Vision	187,892.43
Life Ins Premium In May '18 for June	4,092.91
Nationwide-deferred comp payments	16,194.42
Total Transfers	244,649.92
Electronic Retirement Transfers	
ppd 1 - ASRS	43,134.09
ppd 2 - ASRS	42,831.48
ppd 1 - Securian (Firefighter Pension)	272.90
ppd 2 - Securian (Firefighter Pension)	289.71
Total Retirement Transfers	86,528.18
Payroll Transfers	
ppd 1	229,351.76
ppd 2	220,785.26
Total Payroll Transfers	450,137.02
Credit Union Transfers	
ppd 1	2,486.79
ppd 2	2,486.79
Total Credit Union Transfers	4,973.58
Electronic State Tax Transfers	
ppd 1	8,064.79
ppd 2	8,564.64
Total State Tax Deposits	16,629.43
Electronic Federal Tax Transfers/FICA/FWT	
ppd 1	60,768.96
ppd 2	61,319.58
Total Federal Tax Deposits	122,088.54
Total Warrants	1,525,219.17

GL Account	Check Number	Check Issue Date	Merchant Name	Invoice Number	Invoice Date	Description	Check Amount	
Utility Clearing:								
10160000	110033	05/03/18	2nd Temporary	720011-OP	05/01/18	Overpayment	\$ 8.50	
10160000	110041	05/03/18	2nd Temporary	717991-OP	05/01/18	Overpayment	\$ 63.50	
10160000	110049	05/03/18	2nd Temporary	715611-2NDOP	05/01/18	Overpayment	\$ 17.00	
10160000	110140	05/10/18	Valley Collection Service	501452-DEVENBERG	05/04/18	Overpayment 501452 bad debit	\$ 229.96	
10160000	110163	05/17/18	2nd Temporary	10308801-OP	05/04/18	Overpayment	\$ 145.47	
10160000	110169	05/17/18	2nd Temporary	11003001-OP	05/04/18	Overpayment	\$ 126.70	
10160000	110178	05/17/18	2nd Temporary	11200455-OP3RD	05/04/18	Overpayment	\$ 3.26	
10160000	110184	05/17/18	2nd Temporary	11207413-OP	05/04/18	Overpayment	\$ 52.96	
10160000	110206	05/17/18	2nd Temporary	10206808-OP	05/04/18	Overpayment	\$ 45.44	
10160000	110238	05/23/18	2nd Temporary	713853-OP	05/18/18	Overpayment	\$ 17.00	
10160000	110258	05/23/18	2nd Temporary	785332-OP	05/18/18	Overpayment	\$ 17.00	
							Sub Total-----	\$ 726.79
General Fund:								
10202000	110074	05/10/18	ARIZONA STATE TREASURER	Apr-18	05/01/18	STATE JCEF	\$ 523.19	
10202500	110074	05/10/18	ARIZONA STATE TREASURER	Apr-18	05/01/18	ZFAR 1	\$ 1,800.73	
10202501	110074	05/10/18	ARIZONA STATE TREASURER	Apr-18	05/01/18	ZFAR 2	\$ 668.07	
10203000	110125	05/10/18	PINAL COUNTY TREASURER	Apr-18	05/01/18	Additional Assessment Justice Court Fee	\$ 51.41	
10204000	110074	05/10/18	ARIZONA STATE TREASURER	Apr-18	05/01/18	STATE SURCHARGES	\$ 9,141.08	
10206000	110040	05/03/18	2nd Temporary	GAMBLE 4/18	04/30/18	Bond Refund	\$ 644.00	
10206000	110113	05/10/18	2nd Temporary	WILSON 5/18	05/03/18	Bond Refund	\$ 544.00	
10206000	110190	05/17/18	2nd Temporary	SHAW 5/18	05/14/18	Bond Refund	\$ 444.00	
10206000	110195	05/17/18	2nd Temporary	BORODKIN 5/18	05/07/18	Bond Refund	\$ 482.00	
10206100	110037	05/03/18	2nd Temporary	MCDANIEL-OP 4/18	04/30/18	Overpayment	\$ 48.70	
10206100	110337	05/31/18	2nd Temporary	O/P REFUND	05/18/18	Overpayment Refund-Shane Cook	\$ 21.57	
10209000	110074	05/10/18	ARIZONA STATE TREASURER	Apr-18	05/01/18	Victims Rights Enforcement	\$ 100.50	
10232000	110116	05/10/18	MIDLAND FUNDING, LLC	PPE 427/18	05/03/18	Levy	\$ 399.80	
10232000	110141	05/10/18	Village of Copper Basin Community As	PPE 427/18	05/03/18	Levy	\$ 149.85	
10232000	110252	05/23/18	MIDLAND FUNDING, LLC	PPE 511/18	05/18/18	Levy	\$ 399.80	
10232000	110268	05/23/18	Village of Copper Basin Community As	PPE 511/18	05/18/18	Levy	\$ 149.85	
10241000	110139	05/10/18	UNITED WAY OF PINAL COUNTY	PPE 0427/18	05/03/18	EMPLOYEES CONTRIBUTIONS	\$ 2.00	
10241000	110266	05/23/18	UNITED WAY OF PINAL COUNTY	PPE 511/18	05/18/18	EMPLOYEES CONTRIBUTIONS	\$ 2.00	
10243000	110119	05/10/18	NEW YORK LIFE INSURANCE	6929080 518	05/01/18	monthly invoice	\$ 443.36	
10250038	110074	05/10/18	ARIZONA STATE TREASURER	Apr-18	05/01/18	STATE FINES	\$ 2,228.18	
10260000	110045	05/03/18	FLORENCE TRUE VALUE HARDWARE	VALENCIE 4/18	04/27/18	Restitution Payment	\$ 100.00	
10260000	110066	05/03/18	Temporary Vendor	VALDEZ 42718	04/27/18	RESTITUTION	\$ 50.00	
10260000	110130	05/10/18	2nd Temporary	MAHAN 5/18	05/07/18	Restitution Payment	\$ 50.00	
10260000	110159	05/17/18	Temporary Vendor	ASHLEY 518	05/14/18	RESTITUTION	\$ 40.00	
10340578	110314	05/31/18	JANET MANNATO	May-18	05/01/18	Public Defender Services	\$ 600.00	
10350698	43018	05/15/18	Paypal	043018 STMT	04/07/18	Credit Voucher Paypal	\$ 15.46	
10350698	43018	05/15/18	Paypal	043018 STMT	04/07/18	Purchase Paypal - not for this p-card account credit has been issued	\$ 15.46	
10350698	43018	05/15/18	Paypal	043018 STMT	04/10/18	Credit Voucher Paypal	\$ (15.46)	
10350698	43018	05/15/18	Paypal	043018 STMT	04/10/18	Credit Voucher Paypal	\$ (15.46)	
10350698	43018	05/15/18	Rocket Lawyer	043018 STMT	04/10/18	Credit Voucher Rocket Lawyer Us	\$ (39.95)	
10350698	43018	05/15/18	Rocket Lawyer	043018 STMT	04/10/18	Credit Voucher Rocket Lawyer Us	\$ (39.95)	
10350698	43018	05/15/18	Rocket Lawyer	043018 STMT	04/10/18	Credit Voucher Rocket Lawyer Us	\$ 39.95	
							Sub Total-----	\$ 19,044.14
Town Council:								
10501217	110126	05/10/18	PIONEER TITLE AGENCY	77100196	03/29/18	Quit Claim Deed Recording - Cuen Building	\$ 15.00	
10501402	43018	05/15/18	Pinal Partnership	043018 STMT	04/12/18	Pinal partnership breakfast meeting - John Anderson and Ben Bitter	\$ 20.00	
							Sub Total-----	\$ 35.00
Administration:								
10502201	110217	05/17/18	Verizon Wireless	9805811996	05/13/18	Cell phones	\$ 36.75	
10502202	43018	05/15/18	UPS	043018 STMT	04/20/18	Pick up documents being returned to Greenberg Traurig	\$ 6.90	
10502209	110165	05/17/18	Day Auto Supply, Inc	744276	05/04/18	Wiper blades for AD-2	\$ 30.01	
10502217	110339	05/31/18	SHRED-IT USA	8124756027	05/15/18	On-site shredding	\$ 22.68	

10502301	43018	05/15/18	AMAZON.COM	043018 STMT	04/15/18	INK FOR PW PRINTER - RICOH	\$ 25.00	
10502301	110062	05/03/18	OFFICE DEPOT INC	126747256	04/16/18	office supplies	\$ 38.87	
10502301	110062	05/03/18	OFFICE DEPOT INC	129429648	04/20/18	office supplies	\$ 24.97	
10502306	110067	05/03/18	WEX BANK	54165732	04/30/18	Fuel	\$ 85.67	
10502401	110050	05/03/18	ICMA MEMBERSHIP RENEWALS	BBITTER-515734	04/23/18	Membership Renewal for Ben Bitter	\$ 600.00	
10502401	110144	05/17/18	A C M A	B BITTER 17/18	05/07/18	Membership	\$ 131.25	
10502402	43018	05/15/18	CIRCLE K #2938	043018 STMT	04/26/18	Drinks for Budget Committee Meeting	\$ 10.27	
10502402	43018	05/15/18	Dollar General	043018 STMT	04/26/18	Snacks for Budget Committee meetings and Council meetings.	\$ 18.82	
10502402	43018	05/15/18	Pinal Partnership	043018 STMT	04/12/18	Pinal partnership breakfast meeting - John Anderson and Ben Bitter	\$ 20.00	
10502402	43018	05/15/18	Subway	043018 STMT	04/26/18	Lunch for Budget Committee meeting.	\$ 38.53	
10502402	110202	05/17/18	PATRICIA BUCHANAN	REIM 32918	03/29/18	Water and supplies for Economic Summit	\$ 20.77	
10502403	110329	05/31/18	PATRICIA BUCHANAN	603-08/18	05/16/18	Per Diem for Certified Municipal Clerk training	\$ 179.00	
10502408	43018	05/15/18	AMAZON.COM	043018 STMT	04/26/18	Gift for Intern.	\$ 84.69	
10502408	43018	05/15/18	HARTFORD INSURANCE COMPANY	043018 STMT	04/04/18	Economic Development Seminar with IP. IP reimbursed the Town for this exp	\$ 1,217.44	
10502408	110101	05/10/18	GFWC Florence Women's Club	INV4262018	04/26/18	Community Calendar Listings	\$ 80.00	
							Sub Total-----	\$ 2,671.62
Courts:								
10503301	110327	05/31/18	OFFICE DEPOT INC	139942434	05/18/18	Supplies	\$ 6.14	
10503301	110327	05/31/18	OFFICE DEPOT INC	139943008	05/18/18	Supplies	\$ 41.17	
10503301	110327	05/31/18	OFFICE DEPOT INC	139943009	05/18/18	Supplies	\$ 66.67	
10503301	110327	05/31/18	OFFICE DEPOT INC	139943010	05/18/18	Supplies	\$ 15.74	
10503301	110327	05/31/18	OFFICE DEPOT INC	141375916	05/19/18	credit	\$ (1.53)	
10503301	110327	05/31/18	OFFICE DEPOT INC	141375917	05/22/18	Supplies	\$ 1.53	
10503403	43018	05/15/18	Arizona Supreme Court	043018 STMT	04/02/18	Purchase Ncourt *azaoceducgenpmt	\$ 50.00	
							Sub Total-----	\$ 179.72
Legal:								
10504217	110133	05/10/18	SIMS MURRAY, LTD	20979	04/09/18	Community Facilities District matter	\$ 1,215.00	
10504217	110133	05/10/18	SIMS MURRAY, LTD	20980	04/09/18	Biogas Facility Project	\$ 67.50	
10504217	110209	05/17/18	SIMS MURRAY, LTD	21330	05/07/18	legal services Community Facilities District	\$ 4,837.50	
10504217	110209	05/17/18	SIMS MURRAY, LTD	21331	05/07/18	legal services: Biogas Facility Project	\$ 67.50	
10504217	110242	05/23/18	Jennings,Strouss & Salmon PLC	552079	05/10/18	Legal services: Florence Copper	\$ 350.00	
10504217	110242	05/23/18	Jennings,Strouss & Salmon PLC	552173	05/10/18	legal services: Florence Copper	\$ 48,816.70	
10504217	110272	05/31/18	ADRIAN TAYLOR	32241	05/09/18	Florence Copper: witness deposition on April 30, 2018	\$ 500.00	
10504217	110305	05/31/18	Gammage & Burnham	224928	05/16/18	legal services: Expert witness	\$ 150.00	
10504217	110308	05/31/18	Gust Rosenfeld P.L.C.	336130	05/15/18	legal services: Environmental Appeals	\$ 10,539.86	
10504217	110328	05/31/18	Osborn Maledon P.A.	MAY142018	05/14/18	travel expense for deposition for Mr. Schafer May 2, 2018	\$ 752.69	
10504301	110327	05/31/18	OFFICE DEPOT INC	1.41541E+11	05/22/18	stapler for Interin	\$ 13.22	
10504401	110115	05/10/18	LEXIS NEXIS	3091452354	04/30/18	legal research	\$ 212.33	
							Sub Total-----	\$ 67,522.30
Finance:								
10505204	110146	05/17/18	Advanced Infosystems	14334	05/09/18	data processing of utility bills	\$ 1,051.29	
10505205	110031	05/03/18	Casa Grande Valley Newspaper Inc.	PN BID-AUDTING	04/26/18	Public Notice Auditing Service	\$ 64.52	
10505207	110067	05/03/18	WEX BANK	54165732	04/30/18	Bank Fees-Credit	\$ (24.73)	
10505217	110279	05/31/18	ASSURED DOCUMENT DESTRUCTION,	222525	05/23/18	Shred fy 16/17	\$ 32.00	
10505217	110279	05/31/18	ASSURED DOCUMENT DESTRUCTION,	222525	05/23/18	Shred fy 16/17	\$ 499.00	
10505217	110339	05/31/18	SHRED-IT USA	8124756027	05/15/18	On-site shredding	\$ 22.66	
10505231	43018	05/15/18	Pitney Bowes Inc	043018 STMT	04/27/18	Postage Machine Lease 12/30/17-03/29/18	\$ 596.79	
10505301	110327	05/31/18	OFFICE DEPOT INC	1.42786E+11	05/23/18	Office Supplies	\$ 187.22	
10505403	43018	05/15/18	GOVERNMENT FINANCE	043018 STMT	04/10/18	Registration Fee for Joan M. for 5/23/18 training.	\$ 85.00	
10505403	43018	05/15/18	GOVERNMENT FINANCE OFFICER	043018 STMT	04/10/18	Registration Fee for 2-training 5/17/18	\$ 90.00	
10505403	43018	05/15/18	PAY-PAL	043018 STMT	04/18/18	Registration Fee 4/24/18 Joan M.	\$ 125.00	
							Sub Total-----	\$ 2,728.75
Human Resources:								
10508201	110217	05/17/18	Verizon Wireless	9805811996	05/13/18	Cell phones	\$ 20.84	
10508205	43018	05/15/18	INDEED (H.R.)	043018 STMT	04/13/18	Advertisement for New Position Open.	\$ 25.06	
10508205	110157	05/17/18	Casa Grande Valley Newspaper Inc.	198455	04/30/18	Classified Ads	\$ 25.77	
10508205	110157	05/17/18	Casa Grande Valley Newspaper Inc.	198456	04/30/18	Classified Ads	\$ 36.40	
10508205	110157	05/17/18	Casa Grande Valley Newspaper Inc.	198457	04/22/18	Classified Ads	\$ 32.84	

10508217	110030	05/03/18	Az Department of Public Safety	8X22 4/18	05/01/18	Employee fingerprint backgrounds	\$ 176.00	
10508217	110077	05/10/18	Az Department of Public Safety	4X22 418	05/07/18	Fingerprint background checks	\$ 88.00	
10508217	110081	05/10/18	Benefit Intelligence, Inc. (ConsultADoc	12288	05/01/18	Monthly service fee	\$ 532.50	
10508217	110241	05/23/18	INFINISOURCE, INC.	90180907	05/09/18	Monthly administrative fee	\$ 272.25	
10508217	110279	05/31/18	ASSURED DOCUMENT DESTRUCTION,	222525	05/23/18	Shred FY 16/17	\$ 76.00	
10508314	43018	05/15/18	BAUDVILLE	043018 STMT	04/06/18	Arylic Art Deco Trophy in Blue Wave-Retirement.	\$ 94.45	
10508314	110026	05/02/18	VIRGINIA FELIX	VISA REIM 518	05/02/18	Reimburse for Visa Gift Card	\$ 104.94	
10508314	110142	05/10/18	WALMART COMMUNITY # 0005 7118	TRO3632	05/02/18	Visa gift cards - Service Awards	\$ 164.82	
						Sub Total-----	\$ 1,649.87	
Community Development:								
10510201	110217	05/17/18	Verizon Wireless	9805811996	05/13/18	Cell phones	\$ 209.82	
10510203	43018	05/15/18	EPIC MEDIA	043018 STMT	04/11/18	Purchase Sq *epic Media	\$ 180.00	
10510209	110232	05/23/18	Day Auto Supply, Inc	744287	05/04/18	Wiper blades for CD-1	\$ 30.01	
10510215	110210	05/17/18	SOUTHWEST GAS CORPORATION	VARIOUS 5/18	05/09/18	Community Development Gas	\$ 31.27	
10510215	110222	05/23/18	ARIZONA PUBLIC SERVICE	Apr-18	05/07/18	ELECTRIC	\$ 841.27	
10510217	110104	05/10/18	Hansen Engineering & Surveying, Inc.	6239C	01/22/18	PROFESSIONAL SERVICES - 180007	\$ 4,912.50	
10510217	110106	05/10/18	HUB Planning & Urban Design LLC	1805	05/06/18	Interim Planning Manager	\$ 2,798.94	
10510302	43018	05/15/18	AMAZON.COM	043018 STMT	04/10/18	Operating Supplies	\$ 11.83	
10510302	110142	05/10/18	WALMART COMMUNITY # 0005 7118	TR04918	05/04/18	Restock:Trash bags,cups,tissue,plates	\$ 31.82	
10510304	110080	05/10/18	BC GRAPHICS	8387-1	04/30/18	SHIRT ALLOWANCW 2=17/18 - LARRY H	\$ 162.42	
10510304	110080	05/10/18	BC GRAPHICS	8389-1	05/01/18	SHIRT ALLOWANCE 2017-2018 - TRACIE W.	\$ 242.42	
10510306	110067	05/03/18	WEX BANK	54165732	04/30/18	Fuel	\$ 227.75	
10510402	43018	05/15/18	AMERICAN PLANNING ASSOCIATION	043018 STMT	04/17/18	Arizona Planning Association Land Use Conference - Larry Harmer	\$ 175.00	
10510402	110246	05/23/18	LARRY C. HARMER	601/18	04/27/18	PER DIEM - APA CONFERENCE	\$ 26.00	
10510402	110277	05/31/18	Arizona Building Officials	607/2018	05/23/18	AZBO - Permit Tech Meeting - June 7	\$ 20.00	
10510402	110349	05/31/18	VEER CONSULTING, LLC	4127	05/02/18	BETTY WHEELER - THUR FULL DAY	\$ 180.00	
10510402	110349	05/31/18	VEER CONSULTING, LLC	4127	05/02/18	BETTY WHEELER - WED CLG TRAINING	\$ 35.00	
10510402	110349	05/31/18	VEER CONSULTING, LLC	4127	05/02/18	VICTORIA KNIGHT - WED CLG TRAINING	\$ 35.00	
10510402	110349	05/31/18	VEER CONSULTING, LLC	4130	05/04/18	2018 AZ HISTORIC PRESERVATION CONFERENCE	\$ 150.00	
10510402	110349	05/31/18	VEER CONSULTING, LLC	4130	05/04/18	DEBBIE NOVOTNY - FULL CONFERENCE	\$ 280.00	
10510403	110160	05/17/18	CODY CURTIS	REIM-INS EXAM 518	05/09/18	B1-2012 RES BLDG INSP EXAM - CODY C	\$ 209.00	
						Sub Total-----	\$ 10,790.05	
Police Administration:								
10511201	110090	05/10/18	COX BUSINESS	207217901 2/9	04/29/18	digital adapter-mthly fees	\$ 6.28	
10511201	110217	05/17/18	Verizon Wireless	9805811996	05/13/18	Cell phones	\$ 1,388.89	
10511201	110217	05/17/18	Verizon Wireless	9805811996	05/13/18	Superior Fire	\$ 91.01	
10511201	110286	05/31/18	CENTURYLINK	VARIOUS 5/18	05/16/18	911 line-9627	\$ 311.28	
10511205	110228	05/23/18	Casa Grande Valley Newspaper Inc.	PN RADIOSVC 5/18	05/10/18	Public Notice Radio Maintenance Svcs	\$ 25.25	
10511215	110153	05/17/18	BIA	Apr-18	05/01/18	104233-electric	\$ 195.24	
10511215	110222	05/23/18	ARIZONA PUBLIC SERVICE	Apr-18	05/07/18	ELECTRIC	\$ 1,451.11	
10511217	110339	05/31/18	SHRED-IT USA	8124756027	05/15/18	Onsite-shredding	\$ 22.66	
10511301	43018	05/15/18	AMAZON.COM	043018 STMT	04/15/18	INK FOR PW PRINTER - RICOH	\$ 78.10	
10511302	110143	05/10/18	WATER SHED	13446	04/30/18	Ice for PD	\$ 27.43	
10511304	110296	05/31/18	ERNESTO LOPEZ	BOOTS 05/18	05/26/18	BOOT ALLOWANCE - ERNESTO L	\$ 43.75	
10511304	110296	05/31/18	ERNESTO LOPEZ	UNIPANTS 05/18	05/28/18	PANT ALLOWANCE - ERNESTO L	\$ 58.73	
10511306	110067	05/03/18	WEX BANK	54165732	04/30/18	Fuel	\$ 1,601.43	
10511403	110060	05/03/18	NICOLE CALOMINO	508-09/18	04/26/18	Per Diem - Training May 8th - 9th 2018	\$ 30.00	
10511403	110303	05/31/18	FRED PRYOR SEMINARS	3.04113E+12	05/14/18	ANNUAL SUBSCRIPTION - DAVID HILLS	\$ 74.75	
10511444	43018	05/15/18	Chevron 0173411 Shamrock Tx	043018 STMT	04/23/18	Fuel Purchase (Shamrock TX) to pick up K9	\$ 47.00	
10511444	43018	05/15/18	Phillips 66 EX Go Chandler Ok	043018 STMT	04/23/18	Fuel Purchase Phillips 66 - Ez Go #51 To pick up K9	\$ 32.84	
10511444	43018	05/15/18	Chevron 0379032 Santa Rosa NM	043018 STMT	04/23/18	Fuel Purchase to pick up K9	\$ 57.18	
10511444	43018	05/15/18	Holiday Inn W Medical Amarillo Tx	043018 STMT	04/23/18	Hotel Stay...To pick up K9	\$ 106.95	
10511444	43018	05/15/18	Holiday Inn W Medical Amarillo Tx	043018 STMT	04/23/18	Hotel Stay...To pick up K9	\$ 106.95	
10511444	43018	05/15/18	City Place St Louis St Louis Mo	043018 STMT	04/24/18	Hotel Stay...To pick up K9	\$ 197.21	
10511444	43018	05/15/18	He McGonigal Inc Kokomo In	043018 STMT	04/26/18	Auto Repair Card Hold - Trip to pick up K9	\$ 401.00	
10511444	43018	05/15/18	Best Western Circus Ci Peru In	043018 STMT	04/26/18	Hotel Stay...To pick up K9	\$ 104.16	
10511444	43018	05/15/18	Best Western Circus Ci Peru In	043018 STMT	04/26/18	Hotel Stay...To pick up K9	\$ 104.16	
10511444	43018	05/15/18	He McGonigal Inc Kokomo In	043018 STMT	04/26/18	New battery for 2015 Chevy Tahoe (VIN#6326) - K9 Pickup	\$ 240.56	

10511444	43018	05/15/18	Holiday Inn Express Springfield Mo	043018 STMT	04/28/18	Hotel Stay for K-9 Pick up	\$	176.36	
10511444	43018	05/15/18	La Quinta Inn Kokomo Kokomo In	043018 STMT	04/28/18	Hotel Stay for K-9 Pick up	\$	208.32	
10511444	43018	05/15/18	La Quinta Inn Kokomo Kokomo In	043018 STMT	04/28/18	Hotel Stay for K-9 Pick up	\$	208.32	
								Sub Total-----	\$ 7,396.92
Police Support Services:									
10512207	110245	05/23/18	LANGUAGE LINE SERVICES	4288504	03/31/18	language line services	\$	6.67	
10512215	110210	05/17/18	SOUTHWEST GAS CORPORATION	VARIOUS 5/18	05/09/18	Service to Police Evidence/Data Center 200 E 6th Street	\$	31.27	
10512215	110222	05/23/18	ARIZONA PUBLIC SERVICE	Apr-18	05/07/18	ELECTRIC	\$	3,466.55	
10512217	110255	05/23/18	PINAL CO ANIMAL CARE & CONTROL	70117-113017	05/07/18	Animal Control Billing:07/01/17-11/30/17	\$	7,256.63	
10512301	110200	05/17/18	OFFICE DEPOT INC	114393046	04/03/18	Mini fridge, microwave for dept.use	\$	139.00	
10512408	110257	05/23/18	RITA FRANCIS	REIM 51618	05/16/18	Reimbursement for items for lunch items for Memorial Week	\$	89.63	
								Sub Total-----	\$ 10,989.75
Police Volunteer Svcs:									
10513209	43018	05/15/18	TRACTOR SUPPLY CO #1808	043018 STMT	04/01/18	Purchase Tractor Supply Co #1808	\$	1.82	
								Sub Total-----	\$ 1.82
Police Operations:									
10514209	43018	05/15/18	TRACTOR SUPPLY CO #1808	043018 STMT	04/01/18	Purchase Tractor Supply Co #1808	\$	1.82	
10514209	110095	05/10/18	Earnhardt Service #25440 or 7118-568	606928	04/26/18	Blanket: for PD Volunteer	\$	45.80	
10514209	110095	05/10/18	Earnhardt Service #25440 or 7118-568	606931	04/26/18	Blanket: for PD Volunteer	\$	338.87	
10514209	110095	05/10/18	Earnhardt Service #25440 or 7118-568	607363	04/30/18	Blanket: for PD Volunteer	\$	27.17	
10514209	110095	05/10/18	Earnhardt Service #25440 or 7118-568	607418	04/30/18	Blanket: for PD Volunteer	\$	23.26	
10514209	110110	05/10/18	JONES AUTO CENTER	42490	04/26/18	Repair instrument cluster for PD-G859FJ	\$	816.60	
10514209	110165	05/17/18	Day Auto Supply, Inc	743380	04/24/18	Credit	\$	(12.87)	
10514209	110165	05/17/18	Day Auto Supply, Inc	743386	04/24/18	Credit	\$	(48.05)	
10514209	110165	05/17/18	Day Auto Supply, Inc	743877	04/30/18	Coolant for PD G418FF (patrol)	\$	28.37	
10514209	110165	05/17/18	Day Auto Supply, Inc	744032	05/01/18	Air Filter PD Stock	\$	18.61	
10514209	110165	05/17/18	Day Auto Supply, Inc	744313	05/04/18	TPMS Sensors & bands for PD G009FM	\$	306.68	
10514209	110165	05/17/18	Day Auto Supply, Inc	744435	05/07/18	Coolant,T-Stat & gasket for PD G009FM (patrol)	\$	52.56	
10514209	110165	05/17/18	Day Auto Supply, Inc	744448	05/07/18	Idler pully & tensioner for PD G009FM (patrol)	\$	46.28	
10514209	110165	05/17/18	Day Auto Supply, Inc	744492	05/07/18	A/C seals for PD G009FM (patrol)	\$	16.38	
10514209	110165	05/17/18	Day Auto Supply, Inc	744589	05/08/18	TPMS mounts for PD G009FM (patrol)	\$	8.21	
10514209	110165	05/17/18	Day Auto Supply, Inc	744611	05/08/18	Oil & filter for PD Stock	\$	66.08	
10514209	110167	05/17/18	Earnhardt Service #25440 or 7118-568	608023	05/03/18	Radiator,hoses,condensor for PD G009FM	\$	1,197.31	
10514209	110192	05/17/18	Manatee Tire & Auto Inc., dba	178169	05/11/18	Blend door, blower motor replacement for PD G-413FF	\$	1,671.60	
10514209	110203	05/17/18	PURCELL TIRE COMPANY	6771576	05/11/18	Blanket PO for PD Tires	\$	760.07	
10514209	110232	05/23/18	Day Auto Supply, Inc	744275	05/04/18	Paint hardener & Paint for PDG413FF (patrol)	\$	133.52	
10514209	110232	05/23/18	Day Auto Supply, Inc	744416	05/07/18	Glazing spt putty for PD G413FF ((patrol)	\$	5.94	
10514209	110232	05/23/18	Day Auto Supply, Inc	744439	05/07/18	Adhesion promoter for PD G413FF (patrol)	\$	8.51	
10514209	110232	05/23/18	Day Auto Supply, Inc	744459	05/07/18	Grey primer for PD G413FF (patrol)	\$	8.51	
10514209	110232	05/23/18	Day Auto Supply, Inc	744648	05/09/18	Sanding sponge for PD G413FF (patrol)	\$	6.61	
10514209	110232	05/23/18	Day Auto Supply, Inc	744763	05/10/18	Grey primer for PD G413FF (patrol)	\$	8.51	
10514209	110232	05/23/18	Day Auto Supply, Inc	744766	05/10/18	Sanding sponge for PD G413FF (patrol)	\$	12.30	
10514209	110232	05/23/18	Day Auto Supply, Inc	744779	05/10/18	Sheet sand paper for PD G413FF (patrol)	\$	12.78	
10514209	110232	05/23/18	Day Auto Supply, Inc	744973	05/14/18	Scuff-it prep gel for PD G4133FF (patrol)	\$	53.20	
10514209	110232	05/23/18	Day Auto Supply, Inc	745136	05/15/18	Stock oil & filters for PD	\$	54.06	
10514209	110232	05/23/18	Day Auto Supply, Inc	745189	05/16/18	Rear brake pads & rotors for PD G028ET	\$	184.30	
10514209	110232	05/23/18	Day Auto Supply, Inc	745305	05/17/18	Air filter for PD G831HS (patrol)	\$	7.39	
10514209	110234	05/23/18	Earnhardt Service #25440 or 7118-568	608131	05/03/18	Frt fender for PD G413FF (patrol)	\$	326.15	
10514209	110234	05/23/18	Earnhardt Service #25440 or 7118-568	608132	05/03/18	Frt fender moulding for PD G413FF (patrol)	\$	185.91	
10514209	110234	05/23/18	Earnhardt Service #25440 or 7118-568	609644	05/14/18	Brake swithc & connector for PD G097FR	\$	50.09	
10514209	110249	05/23/18	LONG STAR AUTO GLASS SERVICES	21112	05/18/18	Replace frt windshield on PD G-831HS	\$	510.39	
10514209	110250	05/23/18	Manatee Tire & Auto Inc., dba	178671	05/22/18	Blanket PO for PD wheel alignments	\$	58.95	
10514209	110291	05/31/18	Day Auto Supply, Inc	745231	05/16/18	Blanket PO for Fleet parts	\$	200.25	
10514209	110291	05/31/18	Day Auto Supply, Inc	745394	05/18/18	Blanket PO for Fleet parts	\$	4.35	
10514209	110291	05/31/18	Day Auto Supply, Inc	745525	05/21/18	Blanket PO for Fleet parts	\$	14.82	
10514209	110291	05/31/18	Day Auto Supply, Inc	745689	05/22/18	Blanket PO for Fleet parts	\$	14.11	
10514209	110293	05/31/18	Earnhardt Service #25440 or 7118-568	377122	05/24/18	Blanket for PD patrol	\$	26.12	
10514209	110313	05/31/18	Interstate Battery System of Scottsdale	25014967	05/25/18	Blanket PO for stock PD Batteries	\$	210.19	

10517201	110161	05/17/18	COX BUSINESS	221288801 2/9	05/03/18	phone lines station #2	\$ 109.92	
10517201	110286	05/31/18	CENTURYLINK	VARIOUS 5/18	05/16/18	Hunt Hwy-7347	\$ 212.20	
10517203	110346	05/31/18	Toshiba Business Solutions,USA	14522662	05/11/18	blanket po fo copy machine at station #2 through June 2018	\$ 204.61	
10517208	110131	05/10/18	Ryder Refrigeration Service	3846	04/10/18	Ice machine cleaning and maintenance for station #2	\$ 345.30	
10517209	110065	05/03/18	Superstition Fire & Medical District	4532	04/11/18	shop 122 tires	\$ 1,164.18	
10517209	110136	05/10/18	Superstition Fire & Medical District	4568	05/02/18	shop 122 Maintenance, Batteries, Travel time	\$ 2,100.09	
10517209	110165	05/17/18	Day Auto Supply, Inc	744529	05/08/18	Heater hose for PD G009FM (patrol)	\$ 12.02	
10517209	110311	05/31/18	Hughes Fire Equipment	524082	04/06/18	remainder of invoice #524082	\$ 1,676.67	
10517209	110311	05/31/18	Hughes Fire Equipment	524082	04/06/18	shop 139 rebuilt aerial extention Cylinder, fixed unstable condition alarm.	\$ 3,479.51	
10517209	110342	05/31/18	Superstition Fire & Medical District	4577	05/09/18	maintenance, sensors, DEF, Fuel	\$ 2,843.55	
10517209	110342	05/31/18	Superstition Fire & Medical District	4584	05/17/18	shop 139 maintenance, refrigerant, diesel	\$ 405.71	
10517212	110185	05/17/18	Johnson Utilities	13801 5/18	05/05/18	water at station #2 landscaping	\$ 276.44	
10517212	110185	05/17/18	Johnson Utilities	138082 5/18	05/05/18	water for station #2	\$ 290.76	
10517215	110210	05/17/18	SOUTHWEST GAS CORPORATION	HUNT HWY 4/18	05/04/18	Hunt Hwy-Gas	\$ 107.96	
10517215	110222	05/23/18	ARIZONA PUBLIC SERVICE	Apr-18	05/07/18	ELECTRIC	\$ 1,314.29	
10517304	110347	05/31/18	UNITED FIRE EQUIPMENT CO.	684594	05/03/18	uniform allowance for Torres FY 17-18	\$ 200.00	
10517304	110347	05/31/18	UNITED FIRE EQUIPMENT CO.	684686	05/04/18	uniform allowance for Worden FY 17-18	\$ 183.90	
10517306	110067	05/03/18	WEX BANK	54165732	04/30/18	Fuel	\$ 505.43	
10517315	110351	05/31/18	WAXIE SANITARY SUPPLY	77455498	05/11/18	janitorial supplies	\$ 90.42	
10517403	110108	05/10/18	JAMES WALTER	421-505/18	05/07/18	meal ticked for NETC class 4-51-18 ti 5-5-18	\$ 342.35	
							Sub Total-----	\$ 15,865.31
Information Technology:								
10519201	110217	05/17/18	Verizon Wireless	9805811996	05/13/18	Cell phones	\$ 308.11	
10519207	43018	05/15/18	RAMNODE.COM	043018 STMT	04/22/18	Town Website Hosting	\$ 83.00	
10519211	43018	05/15/18	AMAZON.COM	043018 STMT	04/12/18	Replacement docking station for WasteWater	\$ 54.00	
10519222	110038	05/03/18	COX BUSINESS	204998001 2/9	04/22/18	Monthly Internet	\$ 688.00	
10519222	110038	05/03/18	COX BUSINESS	60799801 1/6	04/24/18	digital adapter-mthly fees	\$ 33.54	
10519302	110096	05/10/18	FLORENCE TRUE VALUE HARDWARE	235711	04/10/18	Shipping Tape	\$ 14.73	
10519323	43018	05/15/18	FastSpring	043018 STMT	04/02/18	Freemake Video Conversion Software License	\$ 55.33	
10519323	43018	05/15/18	Microsoft Corporation	043018 STMT	04/01/18	Office 365	\$ 674.48	
10519323	43018	05/15/18	SendGrid	043018 STMT	04/02/18	Town Marketing and Newsletter Email Solution	\$ 9.95	
10519323	110331	05/31/18	PDQ.com Corporation	6352F	05/17/18	PDQ Deploy Enterprise 1-Year	\$ 1,350.00	
10519323	110331	05/31/18	PDQ.com Corporation	6352F	05/17/18	PDQ Inventory Enterprise 1-Year	\$ 1,350.00	
							Sub Total-----	\$ 4,621.14
Fitness Center:								
10520208	110093	05/10/18	David J. DeFeo dba	1930	05/02/18	Fitness Center Machine Maintenance	\$ 901.25	
10520215	110210	05/17/18	SOUTHWEST GAS CORPORATION	VARIOUS 5/18	05/09/18	GAS-Fitness Cener	\$ 31.27	
10520215	110222	05/23/18	ARIZONA PUBLIC SERVICE	Apr-18	05/07/18	ELECTRIC	\$ 538.78	
							Sub Total-----	\$ 1,471.30
Parks & Recreation Admin:								
10521301	43018	05/15/18	AMAZON.COM	043018 STMT	04/15/18	INK FOR PW PRINTER - RICOH	\$ 31.24	
10521304	110296	05/31/18	ERNESTO LOPEZ	BOOTS 05/18	05/26/18	BOOT ALLOWANCE - ERNESTO L	\$ 17.50	
10521304	110296	05/31/18	ERNESTO LOPEZ	UNIPANTS 05/18	05/28/18	PANT ALLOWANCE - ERNESTO L	\$ 23.49	
10521306	110067	05/03/18	WEX BANK	54165732	04/30/18	Fuel	\$ 20.09	
10521403	110303	05/31/18	FRED PRYOR SEMINARS	3.04113E+12	05/14/18	ANNUAL SUBSCRIPTION - DAVID HILLS	\$ 29.90	
							Sub Total-----	\$ 122.22
Parks Maintenance:								
10522201	110217	05/17/18	Verizon Wireless	9805811996	05/13/18	Cell phones	\$ 147.10	
10522207	110075	05/10/18	Arizona's Best Choice Pest & Termite S	583315	04/18/18	GOPHER CONTROL @ HERITAGE PARK	\$ 235.00	
10522207	110075	05/10/18	Arizona's Best Choice Pest & Termite S	583654	04/24/18	GOPHER CONTROL @ HERITAGE PARK	\$ 235.00	
10522207	110075	05/10/18	Arizona's Best Choice Pest & Termite S	584465	04/30/18	GOPHER CONTROL @ HERITAGE PARK	\$ 235.00	
10522207	110224	05/23/18	Arizona's Best Choice Pest & Termite S	586680	05/14/18	Gopher Control at Heritage, Senior Center and Little League Park	\$ 235.00	
10522208	110135	05/10/18	STOTZ EQUIPMENT	P71912	01/29/18	Mower parts	\$ 292.40	
10522209	43018	05/15/18	TRACTOR SUPPLY CO #1808	043018 STMT	04/01/18	Purchase Tractor Supply Co #1808	\$ 1.82	
10522215	110222	05/23/18	ARIZONA PUBLIC SERVICE	Apr-18	05/07/18	ELECTRIC	\$ 3,636.73	
10522222	110128	05/10/18	RICK HALL	22315	05/01/18	Portable Toilet Services 2X's a week 5/1/18-6/1/18	\$ 97.65	
10522302	110096	05/10/18	FLORENCE TRUE VALUE HARDWARE	235610	04/03/18	Irrigation supplies, field marking paint, nuts and bolts	\$ 33.36	
10522302	110096	05/10/18	FLORENCE TRUE VALUE HARDWARE	235689	04/18/18	Nuts, Bolts & Screws. Irrigation Supplies.	\$ 6.28	

10522302	110096	05/10/18	FLORENCE TRUE VALUE HARDWARE	235703	04/10/18	Irrigation supplies, field marking paint, nuts and bolts	\$	18.95	
10522302	110096	05/10/18	FLORENCE TRUE VALUE HARDWARE	235706	04/10/18	Irrigation supplies, field marking paint, nuts and bolts	\$	29.48	
10522302	110096	05/10/18	FLORENCE TRUE VALUE HARDWARE	235802	04/14/18	Irrigation supplies, field marking paint, nuts and bolts	\$	6.32	
10522302	110096	05/10/18	FLORENCE TRUE VALUE HARDWARE	235821	04/16/18	Irrigation supplies, field marking paint, nuts and bolts	\$	7.33	
10522302	110096	05/10/18	FLORENCE TRUE VALUE HARDWARE	235866	04/17/18	Irrigation supplies, field marking paint, nuts and bolts	\$	82.10	
10522302	110096	05/10/18	FLORENCE TRUE VALUE HARDWARE	235869	04/18/18	Irrigation supplies, field marking paint, nuts and bolts	\$	35.18	
10522302	110096	05/10/18	FLORENCE TRUE VALUE HARDWARE	235875	04/18/18	Irrigation supplies, field marking paint, nuts and bolts	\$	18.96	
10522302	110096	05/10/18	FLORENCE TRUE VALUE HARDWARE	235959	04/23/18	Irrigation supplies, field marking paint, nuts and bolts	\$	26.75	
10522302	110096	05/10/18	FLORENCE TRUE VALUE HARDWARE	235977	04/24/18	Irrigation supplies, field marking paint, nuts and bolts	\$	3.72	
10522302	110096	05/10/18	FLORENCE TRUE VALUE HARDWARE	236034	04/26/18	Irrigation supplies, field marking paint, nuts and bolts	\$	8.99	
10522302	110096	05/10/18	FLORENCE TRUE VALUE HARDWARE	236073	04/30/18	Irrigation supplies, field marking paint, nuts and bolts	\$	81.00	
10522302	110143	05/10/18	WATER SHED	13444	04/30/18	Drinking water for Park Maintenance Staff	\$	19.75	
10522306	110067	05/03/18	WEX BANK	54165732	04/30/18	Fuel	\$	614.40	
10522311	110240	05/23/18	HOME DEPOT CREDIT SERVICES	4564352	05/14/18	Trimmer Battery, Lawn Tools	\$	367.91	
10522317	43018	05/15/18	RAIN DECK, LLC	043018 STMT	04/11/18	Replacement Sensor for Splash Pad	\$	220.00	
10522317	43018	05/15/18	RAIN DECK, LLC	043018 STMT	04/17/18	Time Delay Relay for Splash Pad	\$	75.00	
10522317	110223	05/23/18	ARIZONA STATE PRISON-FLORENCE	A04117B20180426	05/08/18	INMATE LABOR/WORK PROGRAM	\$	48.00	
10522317	110225	05/23/18	ARROYO FENCE CO.	1812	05/10/18	Fence Repairs - Main Street Park	\$	3,743.42	
								Sub Total-----	\$ 10,562.60
Community Center Facility:									
10523201	110090	05/10/18	COX BUSINESS	228541501 2/9	04/27/18	Cable Svc for Library/Community Center	\$	128.99	
10523215	110222	05/23/18	ARIZONA PUBLIC SERVICE	Apr-18	05/07/18	ELECTRIC	\$	4,902.70	
10523302	110327	05/31/18	OFFICE DEPOT INC	13633025001	05/08/18	Paper Towels	\$	43.97	
10523302	110351	05/31/18	WAXIE SANITARY SUPPLY	77421395	04/27/18	Hand sanitizer for Community Center	\$	124.67	
10523401	43018	05/15/18	MOOD MEDIA CORPORATE	043018 STMT	04/11/18	Pandora Music Subscription - Library & Community Center	\$	26.95	
								Sub Total-----	\$ 5,227.28
Aquatics Programs:									
10524201	110286	05/31/18	CENTURYLINK	VARIOUS 5/18	05/16/18	Pks/Rec/Aquatics-0265	\$	313.89	
10524215	110210	05/17/18	SOUTHWEST GAS CORPORATION	VARIOUS 5/18	05/09/18	174 W 1st-Aquatics	\$	3,207.57	
10524215	110222	05/23/18	ARIZONA PUBLIC SERVICE	Apr-18	05/07/18	ELECTRIC	\$	5,105.70	
10524302	43018	05/15/18	AMAZON.COM	043018 STMT	04/21/18	Aquatic Center Supplies - Wristbands, Tape	\$	55.49	
10524302	110069	05/10/18	ACCESS to RECREATION INC	12098	04/25/18	Lift Cover	\$	630.00	
10524302	110083	05/10/18	BSN Sports, LLC	902183289	04/30/18	Whistles and Lanyards	\$	321.60	
10524302	110096	05/10/18	FLORENCE TRUE VALUE HARDWARE	235678	04/09/18	Supplies needed for Aquatic Center	\$	2.10	
10524302	110237	05/23/18	FLORENCE TRUE VALUE HARDWARE	236245	05/09/18	Rope for pool	\$	7.11	
10524302	110273	05/31/18	AIRLINE MEDIA PRODUCTIONS INC	P1594	05/17/18	Movie Licensing for Dive In Movie	\$	350.00	
10524302	110285	05/31/18	Celestial Nights Family Entertainment	605	05/17/18	Screen Rental for Aquatic Center	\$	319.80	
10524302	110319	05/31/18	LINCOLN AQUATICS	N9712605	05/21/18	Life Vest Storage Rack	\$	839.27	
10524304	110294	05/31/18	EAST VALLEY SPORTS	42618	04/26/18	Uniform Order	\$	2,701.67	
10524304	110343	05/31/18	SURF & SKI ENTERPRISES	152036	05/08/18	Uniform Shirt Order	\$	510.08	
10524310	110070	05/10/18	AQUATIC ENVIRONMENTAL	IN43297	04/20/18	Chlorine for pool	\$	1,649.23	
10524310	110239	05/23/18	HILL BROTHERS CHEMICAL CO,	50910686	04/27/18	Chemicals for Pool- Muriatic Acid	\$	113.94	
10524310	110239	05/23/18	HILL BROTHERS CHEMICAL CO,	50910686	04/27/18	Chlorine, Muriatic Acid for Pool	\$	1,476.34	
10524312	110319	05/31/18	LINCOLN AQUATICS	29331663	05/09/18	Replacement Tubes, CPR Masks, Fanny Packs	\$	591.26	
10524312	110319	05/31/18	LINCOLN AQUATICS	N9707837	04/20/18	Replacement Tubes, CPR Masks, Fanny Packs	\$	392.98	
10524313	43018	05/15/18	AMAZON.COM	043018 STMT	04/22/18	Aquatic Center Supplies - AED Training Pads	\$	66.09	
10524401	43018	05/15/18	MOOD MEDIA CORPORATE	043018 STMT	04/11/18	Pandora Music Subscription - Aquatic Center	\$	26.95	
10524403	110251	05/23/18	MARY JO MANN	1129	04/24/18	LG Re-certifications	\$	220.00	
10524407	110338	05/31/18	Sherri L. Eubanks	6398	05/17/18	A Frame Signs for AC	\$	274.00	
								Sub Total-----	\$ 19,175.07
Recreation Programs:									
10525201	110217	05/17/18	Verizon Wireless	9805811996	05/13/18	Cell phones	\$	117.18	
10525302	43018	05/15/18	A & M PIZZA	043018 STMT	04/19/18	Pizza for FTC Symposium	\$	198.86	
10525302	43018	05/15/18	ODYSSEY PARTS	043018 STMT	04/11/18	Replacement part for light stand	\$	20.19	
10525302	110083	05/10/18	BSN Sports, LLC	902091689	04/17/18	New Goals for soccer	\$	281.27	
10525302	110083	05/10/18	BSN Sports, LLC	902153258	04/25/18	Soccer Goals	\$	574.58	
10525302	110132	05/10/18	SAFeway INC.	4.32973E+12	04/19/18	Supplies for FTC Symposium	\$	82.52	
10525302	110132	05/10/18	SAFeway INC.	8.07455E+14	04/17/18	Supplies for FTC Symposium	\$	84.63	

10525302	110137	05/10/18	SURF & SKI ENTERPRISES	151888	04/16/18	Shirts for Soccer	\$ 667.14	
10525302	110142	05/10/18	WALMART COMMUNITY # 0005 7118	TR03784	04/26/18	Supplies for Florence Teen Council	\$ 22.00	
10525302	110143	05/10/18	WATER SHED	13404	04/23/18	Drinking water for BB & AB Program Staff	\$ 13.16	
10525302	110243	05/23/18	JIM HEET PHOTOGRAPHY	250	04/25/18	Trophy pics for Soccer	\$ 157.62	
10525302	110254	05/23/18	Nat'l Ctr For Safety Initiatives LLC	133538	05/01/18	Background Checks	\$ 16.00	
10525302	110269	05/23/18	WALMART COMMUNITY # 0005 7118	TR05645	05/15/18	FTC half day event supplies and prizes	\$ 428.30	
10525302	110269	05/23/18	WALMART COMMUNITY # 0005 7118	TR08915	05/11/18	Supplies for the Before and After the Bell Program	\$ 6.55	
10525302	110269	05/23/18	WALMART COMMUNITY # 0005 7118	TR09941	05/04/18	Supplies for Mother Daughter Dance	\$ 86.21	
10525302	110340	05/31/18	SLIDE AND BOUNCE AROUND INC.	10250	05/16/18	Inflatables for 1/2 day event	\$ 899.05	
10525306	110067	05/03/18	WEX BANK	54165732	04/30/18	Fuel	\$ 219.94	
10525401	43018	05/15/18	ARIZONA PARKS AND	043018 STMT	04/05/18	APRA Annual Award Nomination Fee (LATE) (Road to Country Thunder)	\$ 40.00	
10525403	110221	05/23/18	ARIZONA PARKS AND	10523	05/01/18	Training for Frontline Staff	\$ 105.00	
10525403	110221	05/23/18	ARIZONA PARKS AND	10526	05/02/18	Training for Frontline Staff	\$ 15.00	
						Sub Total-----	\$ 4,035.20	
Special Events:								
10526217	110315	05/31/18	JASON REYNOLDS	FREEDOM FEST 2018	05/22/18	Flyer for Freedom Fest event	\$ 50.00	
10526222	110086	05/10/18	Celestial Nights Family Entertainment	600	04/12/18	Despicable Me 3 Screen Rental	\$ 1,039.10	
10526222	110086	05/10/18	Celestial Nights Family Entertainment	601	04/30/18	weather re-scheduling fee for Despicable Me 3	\$ 400.00	
10526407	43018	05/15/18	Facebook	043018 STMT	04/01/18	Social Media Boost - Eggstravaganza, Road to Country Thunder	\$ 186.29	
						Sub Total-----	\$ 1,675.39	
Senior Center:								
10528201	110161	05/17/18	COX BUSINESS	235531701 5/18	05/11/18	digital adapter-mthly fees	\$ 19.91	
10528209	110042	05/03/18	Earnhardt Service #25440 or 7118-568	CM601818	04/02/18	Credit	\$ (242.55)	
10528209	110095	05/10/18	Earnhardt Service #25440 or 7118-568	CM606812	04/30/18	Credit	\$ (80.85)	
10528209	110217	05/17/18	Verizon Wireless	9805811996	05/13/18	Cell phones	\$ 17.98	
10528215	110210	05/17/18	SOUTHWEST GAS CORPORATION	VARIOUS 5/18	05/09/18	SR CTR NATURAL GAS	\$ 54.69	
10528215	110222	05/23/18	ARIZONA PUBLIC SERVICE	Apr-18	05/07/18	ELECTRIC	\$ 1,147.22	
10528217	110256	05/23/18	PINAL NUTRITION PROGRAM	Apr-18	05/01/18	Meals for April	\$ 844.92	
10528301	110121	05/10/18	OFFICE DEPOT INC	131622301	04/26/18	Office supplies	\$ 358.94	
10528302	43018	05/15/18	WALMART COMMUNITY # 0005 7118	043018 STMT	04/10/18	Faux Leather Couches to replace Fabric Couches	\$ 1,183.59	
10528302	110123	05/10/18	PETTY CASH - SENIOR CENTER	329-42418	05/07/18	Dollar Tree - Easter prizes	\$ 7.06	
10528302	110123	05/10/18	PETTY CASH - SENIOR CENTER	329-42418	05/07/18	Joanne Trammell-Crafts Supplies	\$ 31.09	
10528302	110123	05/10/18	PETTY CASH - SENIOR CENTER	329-42418	05/07/18	Lisa Messinger - Bingo	\$ 28.15	
10528302	110123	05/10/18	PETTY CASH - SENIOR CENTER	329-42418	05/07/18	Lisa Messinger - bingo	\$ 28.91	
10528302	110123	05/10/18	PETTY CASH - SENIOR CENTER	329-42418	05/07/18	Lisa Messinger - Bingo	\$ 30.00	
10528302	110123	05/10/18	PETTY CASH - SENIOR CENTER	329-42418	05/07/18	Lisa Messinger- Bingo	\$ 29.15	
10528302	110142	05/10/18	WALMART COMMUNITY # 0005 7118	TR08407	04/26/18	Couch to replace fabric couches	\$ 74.73	
10528302	110142	05/10/18	WALMART COMMUNITY # 0005 7118	TR08407	04/26/18	Misc supplies for the Senior Center	\$ 135.75	
10528302	110142	05/10/18	WALMART COMMUNITY # 0005 7118	TR08407	04/26/18	Supplies for the center	\$ 109.37	
10528302	110270	05/23/18	WATER SHED	13403	04/23/18	Ice for year	\$ 11.52	
10528302	110270	05/23/18	WATER SHED	13445	04/30/18	Ice for year	\$ 15.63	
10528302	110270	05/23/18	WATER SHED	13493	05/07/18	Ice for year	\$ 11.52	
10528306	110067	05/03/18	WEX BANK	54165732	04/30/18	Fuel	\$ 398.50	
10528311	110237	05/23/18	FLORENCE TRUE VALUE HARDWARE	235709	04/10/18	Misc supplies	\$ 1.00	
10528311	110237	05/23/18	FLORENCE TRUE VALUE HARDWARE	236214	05/08/18	Misc supplies	\$ 9.47	
10528311	110237	05/23/18	FLORENCE TRUE VALUE HARDWARE	236240	05/09/18	Misc supplies	\$ 22.07	
10528444	43018	05/15/18	ITW Refrigeration	043018 STMT	04/11/18	Replacement Commercial Refrigerator Shelves - Reimbursed by PGCSC	\$ 383.91	
10528444	43018	05/15/18	OLD PUEBLO RESTAURANT	043018 STMT	04/21/18	Senior Meal - April 2018	\$ 104.63	
10528444	43018	05/15/18	WALMART COMMUNITY # 0005 7118	043018 STMT	04/11/18	Grill, Grill Cover, Thermometer, Tableclothes - Reimbursed by PGCSC (Part 1 of 2)	\$ 212.51	
10528444	43018	05/15/18	WALMART COMMUNITY # 0005 7118	043018 STMT	04/12/18	Grill, Grill Cover, Thermometer, Tableclothes - Reimbursed by PGCSC (Part 2 of 2)	\$ 316.17	
10528444	43018	05/15/18	WebstaurantStore	043018 STMT	04/10/18	Beverage Containers, Microwave, Cart - Reimbursed by PGCSC	\$ 617.78	
10528444	110240	05/23/18	HOME DEPOT CREDIT SERVICES	4155073	05/14/18	LP Gas Gril and grill cover for Senior Center	\$ 346.13	
						Sub Total-----	\$ 6,228.90	
Library:								
10529302	110227	05/23/18	BRODART CO	501046	05/17/18	Acrylic Shelf Adapter	\$ 48.00	
10529302	110332	05/31/18	PETTY CASH - LIBRARY	May-18	05/23/18	Programming Supplies	\$ 114.08	
10529308	110079	05/10/18	BAKER & TAYLOR BOOKS	4012204749	04/25/18	Children's Books	\$ 16.79	
10529308	110079	05/10/18	BAKER & TAYLOR BOOKS	4012204750	04/25/18	Books - Childrens	\$ 58.41	

10529308	110079	05/10/18	BAKER & TAYLOR BOOKS	4012204751	04/25/18	Books - Fiction/CDs	\$	119.22	
10529308	110079	05/10/18	BAKER & TAYLOR BOOKS	4012204752	04/25/18	Books - Non-fiction/DVD	\$	386.02	
10529308	110079	05/10/18	BAKER & TAYLOR BOOKS	4012213397	05/03/18	DVD/Non-Fiction	\$	11.97	
10529308	110079	05/10/18	BAKER & TAYLOR BOOKS	4012213398	05/03/18	Books - Childrens	\$	19.54	
10529308	110079	05/10/18	BAKER & TAYLOR BOOKS	4012213399	05/03/18	Books - Fiction/CDs	\$	61.55	
10529308	110079	05/10/18	BAKER & TAYLOR BOOKS	779567270	04/24/18	Books - Non-fiction/DVD	\$	119.90	
10529308	110079	05/10/18	BAKER & TAYLOR BOOKS	T80032390	05/01/18	Books - Non-fiction/DVD	\$	22.48	
10529308	110281	05/31/18	BAKER & TAYLOR BOOKS	4012224834	05/16/18	Books - Fiction/CDs	\$	84.48	
10529308	110281	05/31/18	BAKER & TAYLOR BOOKS	4012224835	05/16/18	Fiction Books/CDs	\$	288.11	
10529308	110281	05/31/18	BAKER & TAYLOR BOOKS	T80422970	05/08/18	DVD/Non-Fiction	\$	26.24	
10529308	110281	05/31/18	BAKER & TAYLOR BOOKS	T80422971	05/08/18	Books - Non-fiction/DVD	\$	22.49	
10529308	110281	05/31/18	BAKER & TAYLOR BOOKS	T80753760	05/15/18	Fiction Books/CDs	\$	219.57	
10529308	110281	05/31/18	BAKER & TAYLOR BOOKS	T80753761	05/15/18	Books - Non-fiction/DVD	\$	56.95	
10529308	110281	05/31/18	BAKER & TAYLOR BOOKS	T81131000	05/22/18	Books - Non-fiction/DVD	\$	42.73	
10529308	110281	05/31/18	BAKER & TAYLOR BOOKS	T81163490	05/23/18	NonFiction Books/DVDs	\$	86.15	
10529401	110148	05/17/18	AMERICAN LIBRARY ASSOC	M228132	05/10/18	MEMBERSHIP DUES for Gloria Moreno	\$	40.00	
10529401	110168	05/17/18	EBSO SUBSCRIPTION SERVICE	410639	05/02/18	Annual Mag Subscription	\$	840.37	
10529401	110198	05/17/18	MOVIE LICENSING USA	2503632	05/01/18	Annual License Renewal	\$	268.64	
10529401	110253	05/23/18	Motion Pictures Licensing Corporation	504149643	04/23/18	Annual renewal of license	\$	127.35	
								Sub Total-----	\$ 3,081.04
Engineering:									
10530201	110217	05/17/18	Verizon Wireless	9805811996	05/13/18	Cell phones	\$	128.46	
10530217	110076	05/10/18	AZ Code Consultants LLC	2018-0215	05/01/18	PLAN REVIEWS & INSPECTIONS	\$	227.50	
10530217	110120	05/10/18	Nu-Trend Architectural SVCS LLC	320181	04/02/18	ARTISEN ACRES - WINERY PLAN REVIEWS	\$	3,160.00	
10530217	110326	05/31/18	Nu-Trend Architectural SVCS LLC	420181	05/13/18	ARTISEN ACRES - WINERY PLAN REVIEWS	\$	360.00	
10530301	43018	05/15/18	AMAZON.COM	043018 STMT	04/12/18	Operating Supplies	\$	137.32	
10530301	43018	05/15/18	AMAZON.COM	043018 STMT	04/15/18	Operating Supplies	\$	63.75	
10530306	110067	05/03/18	WEX BANK	54165732	04/30/18	Fuel	\$	50.60	
								Sub Total-----	\$ 4,127.63
Facilities Maintenance:									
10531201	110217	05/17/18	Verizon Wireless	9805811996	05/13/18	Cell phones	\$	120.97	
10531203	43018	05/15/18	Vistaprint Netherlands B.V.	043018 STMT	04/18/18	BUSINESS CARDS - JESSE MEJIA	\$	15.98	
10531207	110214	05/17/18	UNITED EXTERMINATING	195221	05/01/18	Fire Station #2	\$	45.00	
10531207	110214	05/17/18	UNITED EXTERMINATING	195223	05/01/18	Silver King Market Place	\$	25.00	
10531207	110214	05/17/18	UNITED EXTERMINATING	195224	05/01/18	Padilla Park RR	\$	10.00	
10531207	110214	05/17/18	UNITED EXTERMINATING	195225	05/01/18	McFarland State Park	\$	25.00	
10531207	110214	05/17/18	UNITED EXTERMINATING	195226	05/01/18	IT Office @ Heritage Park	\$	25.00	
10531207	110214	05/17/18	UNITED EXTERMINATING	195227	05/01/18	Parks Grounds Office	\$	25.00	
10531207	110214	05/17/18	UNITED EXTERMINATING	195228	05/01/18	Fire Station #1	\$	25.00	
10531207	110214	05/17/18	UNITED EXTERMINATING	195229	05/01/18	Town Hall	\$	50.00	
10531207	110214	05/17/18	UNITED EXTERMINATING	195230	05/01/18	Waste Water Plant N/S	\$	50.00	
10531207	110214	05/17/18	UNITED EXTERMINATING	195231	05/01/18	Public Works Facility	\$	45.00	
10531207	110214	05/17/18	UNITED EXTERMINATING	195232	05/01/18	Development Services	\$	25.00	
10531207	110214	05/17/18	UNITED EXTERMINATING	197807	05/01/18	Fitness Center	\$	35.00	
10531207	110214	05/17/18	UNITED EXTERMINATING	197808	05/01/18	Senior Center	\$	35.00	
10531207	110214	05/17/18	UNITED EXTERMINATING	197809	05/01/18	Police Administration	\$	35.00	
10531207	110214	05/17/18	UNITED EXTERMINATING	197810	05/01/18	Police Evidence	\$	35.00	
10531207	110214	05/17/18	UNITED EXTERMINATING	197812	05/01/18	Community Center/Library	\$	80.00	
10531207	110214	05/17/18	UNITED EXTERMINATING	197813	05/01/18	Brunenkant	\$	35.00	
10531207	110214	05/17/18	UNITED EXTERMINATING	197814	05/01/18	Heritage Park	\$	25.00	
10531207	110214	05/17/18	UNITED EXTERMINATING	197815	05/01/18	Aquatic Equipment	\$	10.00	
10531207	110214	05/17/18	UNITED EXTERMINATING	197816	05/01/18	Aquatic Center	\$	35.00	
10531207	110214	05/17/18	UNITED EXTERMINATING	197817	05/01/18	Jacques Square RR	\$	10.00	
10531207	110214	05/17/18	UNITED EXTERMINATING	197818	05/01/18	High Profile RR	\$	10.00	
10531207	110214	05/17/18	UNITED EXTERMINATING	197819	05/01/18	Cemetery	\$	10.00	
10531207	110292	05/31/18	DH Pace Company Inc.	SVC/62122	05/25/18	PM / POLICE EVIDENCEOVERHEAD DOORS MOHAVE CONTRACT 16G-DHP-091	\$	800.00	
10531209	110095	05/10/18	Earnhardt Service #25440 or 7118-568	608338	05/04/18	A/C Condenser for FM-3	\$	236.78	
10531209	110165	05/17/18	Day Auto Supply, Inc	743742	04/27/18	A/C system for FM3	\$	194.02	

10531209	110165	05/17/18	Day Auto Supply, Inc	743942	05/01/18	T-Stat,gasket serp belt for FM3	\$	66.31	
10531209	110165	05/17/18	Day Auto Supply, Inc	743949	05/01/18	Radiator hoses for FM3	\$	44.62	
10531209	110165	05/17/18	Day Auto Supply, Inc	744065	05/02/18	A/C Condensor for FM3	\$	109.06	
10531209	110165	05/17/18	Day Auto Supply, Inc	744183	05/03/18	A/C Condensor for FM3	\$	110.53	
10531209	110165	05/17/18	Day Auto Supply, Inc	744320	05/04/18	Credit	\$	(110.53)	
10531209	110165	05/17/18	Day Auto Supply, Inc	744784	05/10/18	Credit	\$	(109.06)	
10531209	110232	05/23/18	Day Auto Supply, Inc	744968	05/14/18	Alternator for FM-3	\$	178.42	
10531209	110232	05/23/18	Day Auto Supply, Inc	745017	05/14/18	Credit	\$	(72.07)	
10531209	110232	05/23/18	Day Auto Supply, Inc	745024	05/14/18	Wheel seals for FM-3	\$	122.76	
10531209	110232	05/23/18	Day Auto Supply, Inc	745099	05/15/18	Wheel seals for FM-3	\$	23.43	
10531302	43018	05/15/18	AMAZON.COM	043018 STMT	04/25/18	LOW V THERMOSTAT - FACILITIES MAINTENANCE	\$	49.80	
10531302	43018	05/15/18	AMAZON.COM	043018 STMT	04/25/18	Operating Supplies	\$	47.84	
10531302	110105	05/10/18	HOME DEPOT CREDIT SERVICES	8014504	04/30/18	OPERATING SUPPLIES- F.M.	\$	435.47	
10531302	110220	05/23/18	AMERICAN AIR FILTER COMPANY	207820	04/04/18	HVAC FILTERS	\$	465.11	
10531302	110300	05/31/18	FLORENCE TRUE VALUE HARDWARE	236456	05/22/18	Blanket PO for Operating Supplies	\$	5.64	
10531302	110300	05/31/18	FLORENCE TRUE VALUE HARDWARE	236458	05/22/18	Blanket PO for Operating Supplies	\$	56.92	
10531302	110300	05/31/18	FLORENCE TRUE VALUE HARDWARE	236465	05/22/18	Blanket PO for Operating Supplies	\$	5.00	
10531302	110300	05/31/18	FLORENCE TRUE VALUE HARDWARE	236468	05/22/18	Blanket PO for Operating Supplies	\$	12.35	
10531302	110300	05/31/18	FLORENCE TRUE VALUE HARDWARE	236473	05/22/18	Blanket PO for Operating Supplies	\$	12.64	
10531302	110300	05/31/18	FLORENCE TRUE VALUE HARDWARE	236477	05/22/18	Blanket PO for Operating Supplies	\$	5.17	
10531302	110300	05/31/18	FLORENCE TRUE VALUE HARDWARE	236483	05/23/18	Blanket PO for Operating Supplies	\$	21.72	
10531302	110300	05/31/18	FLORENCE TRUE VALUE HARDWARE	236563	05/29/18	Blanket PO for Operating Supplies	\$	10.78	
10531302	110323	05/31/18	MARSHALL BEST SECURITY OF ARIZON	442	05/14/18	IT Door Repair	\$	67.70	
10531304	110080	05/10/18	BC GRAPHICS	8454-1	05/01/18	UNIFORM SHIRTS/TOM CELAYA	\$	187.28	
10531304	110282	05/31/18	BC GRAPHICS	8620-1	05/14/18	UNIFORM SHIRTS/JENNIFER BAHME	\$	237.01	
10531304	110282	05/31/18	BC GRAPHICS	8621-1	05/14/18	UNIFORM SHIRTS/GLENN JONES	\$	243.50	
10531304	110282	05/31/18	BC GRAPHICS	8622-1	05/14/18	UNIFORM SHIRTS/SHERRI JONES	\$	158.64	
10531304	110301	05/31/18	FRANCISCO MEJIA	UNI-518	05/30/18	WORK JEANS	\$	236.12	
10531306	110067	05/03/18	WEX BANK	54165732	04/30/18	Fuel	\$	251.92	
10531311	110105	05/10/18	HOME DEPOT CREDIT SERVICES	8014503	04/30/18	BLANKET PO- SMALL TOOLS- FM	\$	217.31	
10531316	110103	05/10/18	HALL'S PLUMBING & DRAIN SERVICE	3825	04/27/18	UNPLUG DRAIN	\$	250.00	
10531316	110292	05/31/18	DH Pace Company Inc.	SVC/61796	05/16/18	PW DOOR REPAIR #2 MOJAVE CONTRACT #16G-DHP-0916	\$	348.91	
10531316	110292	05/31/18	DH Pace Company Inc.	SVC/61906	05/17/18	DOOR REPAIRS/ FIRE ST. #1/ MOJAVE CONTRACT #16G-DHP-0916	\$	1,126.14	
10531316	110292	05/31/18	DH Pace Company Inc.	SVC/62119	05/25/18	NE BAY DOOR REPAIR/ PW/ MOJAVE CONTRACT #16G-DHP-0916	\$	1,556.16	
10531316	110309	05/31/18	HACI SEVICE LLC	59598	05/25/18	HVAC Unit for Public Works	\$	4,150.64	
10531316	110352	05/31/18	WILSON CRANE SERVICE	7037	01/25/18	Crane rental for Dev. Services roof repair	\$	360.00	
									Sub Total----- \$ 12,955.99
General Government:									
10532201	110034	05/03/18	CENTURYLINK	FIREALARM0236	05/02/18	Tn Fire Alarm-0236	\$	51.88	
10532201	110158	05/17/18	CENTURYLINK	4/18 0118 0238	05/01/18	Ali/Sr 911 locatro-0238	\$	79.28	
10532201	110158	05/17/18	CENTURYLINK	4/18 0118 0238	05/01/18	Trunkline-0118	\$	520.71	
10532201	110229	05/23/18	CENTURYLINK	593 5/18	05/10/18	Internet-0593	\$	104.89	
10532201	110229	05/23/18	CENTURYLINK	1440252913	05/07/18	L/D-7500	\$	183.47	
10532201	110286	05/31/18	CENTURYLINK	VARIOUS 5/18	05/16/18	291 Bailey-8933	\$	148.94	
10532201	110286	05/31/18	CENTURYLINK	VARIOUS 5/18	05/16/18	Tn Fire Alarm-0236	\$	51.88	
10532201	110286	05/31/18	CENTURYLINK	VARIOUS 5/18	05/16/18	Tn Main Line-7500	\$	84.65	
10532214	110222	05/23/18	ARIZONA PUBLIC SERVICE	Apr-18	05/07/18	ELECTRIC	\$	732.16	
10532214	110286	05/31/18	CENTURYLINK	VARIOUS 5/18	05/16/18	SK Alarms-0705	\$	155.05	
10532215	110222	05/23/18	ARIZONA PUBLIC SERVICE	Apr-18	05/07/18	ELECTRIC	\$	3,924.28	
10532409	110172	05/17/18	EUSI, LLC	2455	04/06/18	Johnson Utilities Consultation	\$	2,076.75	
10532410	110084	05/10/18	BUBBAS BBQ PIT	LUNCH-52418	05/02/18	BBQ catering for Employee Appreciation Luncheon	\$	1,202.75	
10532410	110350	05/31/18	WALMART COMMUNITY # 0005 7118	TR02951	05/21/18	Gift cards and paper supplies for employee BBQ	\$	243.40	
									Sub Total----- \$ 9,560.09
Economic Development:									
10551201	110286	05/31/18	CENTURYLINK	VARIOUS 5/18	05/16/18	McFarland Fire Alarm-8030	\$	51.88	
									Sub Total----- \$ 51.88
Public Works/Streets:									
12518201	110217	05/17/18	Verizon Wireless	9805811996	05/13/18	Cell phones	\$	540.21	

12518203	43018	05/15/18	Vistaprint Netherlands B.V.	043018 STMT	04/28/18	Business Cards	\$	24.99
12518209	43018	05/15/18	TRACTOR SUPPLY CO #1808	043018 STMT	04/01/18	Purchase Tractor Supply Co #1808	\$	1.86
12518209	110042	05/03/18	Earnhardt Service #25440 or 7118-568	606812	04/25/18	Alternator for ST-9	\$	463.05
12518209	110068	05/10/18	AAA Transmission Specialists	8974	04/30/18	Transmission repair for ST13	\$	335.09
12518209	110165	05/17/18	Day Auto Supply, Inc	244071	05/02/18	Trottle body gaskets for ST-10	\$	6.33
12518209	110165	05/17/18	Day Auto Supply, Inc	743324	04/24/18	EGR valve for ST-10	\$	249.36
12518209	110165	05/17/18	Day Auto Supply, Inc	743780	04/27/18	Credit	\$	(7.10)
12518209	110165	05/17/18	Day Auto Supply, Inc	743948	05/01/18	Lamp for St-55	\$	1.85
12518209	110165	05/17/18	Day Auto Supply, Inc	744614	05/08/18	Stock A/C O-rings	\$	70.94
12518209	110165	05/17/18	Day Auto Supply, Inc	744639	05/09/18	Shocks for ST-13	\$	204.16
12518209	110165	05/17/18	Day Auto Supply, Inc	744788	05/10/18	Credit	\$	(204.16)
12518209	110232	05/23/18	Day Auto Supply, Inc	745179	05/16/18	Gallon WD-40 for ST 3	\$	23.47
12518209	110232	05/23/18	Day Auto Supply, Inc	745299	05/17/18	Ket stock for ST-23	\$	4.25
12518209	110232	05/23/18	Day Auto Supply, Inc	745304	05/17/18	Blue-Def for Fleet	\$	43.16
12518209	110232	05/23/18	Day Auto Supply, Inc	745306	05/17/18	Brakleen for Fleet	\$	73.12
12518209	110232	05/23/18	Day Auto Supply, Inc	745395	05/18/18	Oil & filters for ST-23	\$	161.09
12518209	110249	05/23/18	LONG STAR AUTO GLASS SERVICES	2103	05/15/18	Replace frt windshield on ST-10	\$	263.71
12518209	110263	05/23/18	TruckPro Holding LLC	326-0033780	05/17/18	Hydraulic dump repairs for ST-51	\$	2,464.08
12518209	110265	05/23/18	UNITED TRUCK & EQUIPMENT	183751	05/21/18	Water valves for ST-61	\$	244.35
12518209	110267	05/23/18	Verizon Wireless	INV14830870	05/10/18	Blanket PO for Network Fleet (GPS)	\$	127.50
12518209	110291	05/31/18	Day Auto Supply, Inc	745054	05/14/18	Blanket PO for Fleet parts	\$	135.77
12518209	110291	05/31/18	Day Auto Supply, Inc	745215	05/16/18	Blanket PO for Fleet parts	\$	5.75
12518209	110291	05/31/18	Day Auto Supply, Inc	745522	05/21/18	Blanket PO for Fleet parts	\$	182.35
12518209	110291	05/31/18	Day Auto Supply, Inc	745583	05/21/18	Blanket PO for Fleet parts	\$	19.63
12518209	110291	05/31/18	Day Auto Supply, Inc	745634	05/22/18	Blanket PO for Fleet parts	\$	73.92
12518209	110291	05/31/18	Day Auto Supply, Inc	745637	05/22/18	Blanket PO for Fleet parts	\$	11.55
12518209	110291	05/31/18	Day Auto Supply, Inc	745690	05/22/18	Blanket PO for Fleet parts	\$	11.47
12518209	110291	05/31/18	Day Auto Supply, Inc	745694	05/22/18	Credit	\$	(5.75)
12518209	110291	05/31/18	Day Auto Supply, Inc	745769	05/23/18	Blanket PO for Fleet parts	\$	282.89
12518209	110291	05/31/18	Day Auto Supply, Inc	745770	05/23/18	Shop Towels for Shop	\$	104.50
12518209	110291	05/31/18	Day Auto Supply, Inc	745847	05/24/18	Blanket PO for Fleet parts	\$	12.77
12518209	110304	05/31/18	FREIGHTLINER ARIZONA, LLC	X00237979001	05/29/18	Blower motor for ST-52	\$	156.57
12518211	110029	05/03/18	Arnold Machinery Company	B49983	04/23/18	Seat for ST-54 (9-wheel roller)	\$	342.87
12518211	110165	05/17/18	Day Auto Supply, Inc	743672	04/27/18	Battery for ST-39 (crack sealer)	\$	81.00
12518211	110165	05/17/18	Day Auto Supply, Inc	743893	04/30/18	Oil for ST-57 (water dog)	\$	9.57
12518211	110165	05/17/18	Day Auto Supply, Inc	743943	05/01/18	Starter for ST-39	\$	362.25
12518211	110165	05/17/18	Day Auto Supply, Inc	744069	05/02/18	Battery cable for ST-39	\$	11.29
12518211	110165	05/17/18	Day Auto Supply, Inc	744125	05/02/18	Adapters for ST-36 (pressure washer)	\$	13.44
12518211	110165	05/17/18	Day Auto Supply, Inc	744190	05/03/18	Thread seal for ST-36	\$	3.81
12518211	110165	05/17/18	Day Auto Supply, Inc	744198	05/03/18	Fuel filter for ST-36	\$	7.83
12518211	110165	05/17/18	Day Auto Supply, Inc	744415	05/07/18	Coolant for ST-3 (backhoe)	\$	32.74
12518211	110236	05/23/18	EMPIRE SOUTHWEST	EMPS4327762	03/09/18	CREDIT	\$	(88.96)
12518211	110236	05/23/18	EMPIRE SOUTHWEST	EMPS4380075	05/17/18	Adapter kit & fuel cap for ST-30	\$	99.75
12518211	110236	05/23/18	EMPIRE SOUTHWEST	EMPS4380076	05/17/18	Adapter kit & fuel cap for ST-30	\$	48.99
12518211	110262	05/23/18	STOTZ EQUIPMENT	P75745	05/15/18	Spare blades & wheel for new mower	\$	723.83
12518214	110211	05/17/18	SPEEDY STRIPING INC	2512	04/23/18	Road Striping (Tucson JOC130701-01)	\$	10,696.80
12518215	110078	05/10/18	AZ PUBLIC SERVICE COMPANY	AR04800006072	04/30/18	Streetlight Maintenance	\$	3,112.80
12518215	110153	05/17/18	BIA	Apr-18	05/01/18	10522-electric	\$	110.00
12518215	110153	05/17/18	BIA	Apr-18	05/01/18	110033-traffic light	\$	54.27
12518215	110153	05/17/18	BIA	Apr-18	05/01/18	20509-electric	\$	46.20
12518215	110153	05/17/18	BIA	Apr-18	05/01/18	21243-electric	\$	61.60
12518215	110153	05/17/18	BIA	Apr-18	05/01/18	353-electric	\$	233.75
12518215	110170	05/17/18	Electrical District No. 2	66606 5/18	05/07/18	Div Damll 11 Street lights & transformers LED	\$	267.63
12518215	110222	05/23/18	ARIZONA PUBLIC SERVICE	Apr-18	05/07/18	ELECTRIC	\$	4,441.56
12518215	110235	05/23/18	Electrical District No. 2	66289 5/18	05/14/18	electricity at 7158 Hunt Hwy	\$	46.88
12518217	110104	05/10/18	Hansen Engineering & Surveying, Inc.	6271C	02/20/18	PROFESSIONAL SERVICES - 170036a	\$	3,600.00
12518217	110289	05/31/18	Controlled Energy Engineers, LLC	17023-01	01/31/18	PW Building LC 10% Contingency	\$	122.50
12518217	110289	05/31/18	Controlled Energy Engineers, LLC	17023-01	01/31/18	PW Building Load Calculations	\$	2,125.00


51219000	110171	05/17/18	2nd Temporary	416306	05/15/18	Water Deposit Refund	\$ 74.83	
51219000	110183	05/17/18	2nd Temporary	426704	05/09/18	Water Deposit Refund	\$ 150.00	
51219000	110188	05/17/18	2nd Temporary	218484	05/11/18	Water Deposit Refund	\$ 150.00	
51219000	110208	05/17/18	2nd Temporary	414507	05/15/18	Water Deposit Refund	\$ 62.31	
51219000	110213	05/17/18	2nd Temporary	10101203	05/09/18	Water Deposit Refund	\$ 150.00	
51219000	110213	05/17/18	2nd Temporary	11000223	05/09/18	Water Deposit Refund	\$ 150.00	
51219000	110283	05/31/18	2nd Temporary	431408	05/30/18	Water Deposit Refund	\$ 51.13	
51219000	110287	05/31/18	2nd Temporary	317207	05/30/18	Water Deposit Refund	\$ 50.92	
51219000	110302	05/31/18	2nd Temporary	10607704	05/30/18	Water Deposit Refund	\$ 119.81	
51219000	110307	05/31/18	2nd Temporary	600205	05/16/18	Water Deposit Refund	\$ 28.68	
51219000	110322	05/31/18	2nd Temporary	11203103	05/17/18	Water Deposit Refund	\$ 73.14	
51219000	110330	05/31/18	2nd Temporary	10214320	05/30/18	Water Deposit Refund	\$ 145.98	
51219000	110344	05/31/18	2nd Temporary	218029	05/03/18	Water Deposit Refund	\$ 144.75	
51219100	110054	05/03/18	2nd Temporary	HYD REF 3303	05/01/18	Hydrant Refund 3303	\$ 1,000.00	
51219100	110248	05/23/18	2nd Temporary	3301-HYD REFUND	05/02/18	Hydrant Refund 3301	\$ 386.66	
51371445	110054	05/03/18	2nd Temporary	HYD REF 3303	05/01/18	Establishment Fee	\$ 75.00	
						Sub Total-----	\$ 4,531.87	
Florence Water:								
51574201	110158	05/17/18	CENTURYLINK	4/18 0118 0238	05/01/18	w/wks alarms-8356	\$ 53.26	
51574201	110217	05/17/18	Verizon Wireless	9805811996	05/13/18	Cell phones	\$ 364.40	
51574201	110286	05/31/18	CENTURYLINK	VARIOUS 5/18	05/16/18	w/wks alarms-0246	\$ 162.50	
51574203	43018	05/15/18	Vistaprint Netherlands B.V.	043018 STMT	04/10/18	STANDPIPE SIGN	\$ 137.79	
51574205	43018	05/15/18	ADOBE SYSTEMS INCORPORATED	043018 STMT	04/24/18	WATER COPYWRITE PHOTOS	\$ 32.60	
51574209	43018	05/15/18	TRACTOR SUPPLY CO #1808	043018 STMT	04/01/18	Purchase Tractor Supply Co #1808	\$ 1.82	
51574209	110267	05/23/18	Verizon Wireless	INV14830870	05/10/18	Blanket PO for Network Fleet (GPS)	\$ 63.75	
51574211	110124	05/10/18	PINAL CO AIR QUALITY CONTROL	2018128A	05/01/18	ANNUAL PERMIT S16091.000 WELL 3	\$ 2,290.00	
51574211	110232	05/23/18	Day Auto Supply, Inc	745064	05/15/18	Oil & filters for W-24 (backhoe)	\$ 152.22	
51574211	110306	05/31/18	Geuther Electrical, LLC	2818	05/09/18	ELECTRIC WORK - STANDPIPE PROJECT	\$ 342.00	
51574211	110345	05/31/18	Titan Machinery Inc.	10911010	05/17/18	Additional amount owed on PO49727	\$ 34.63	
51574211	110345	05/31/18	Titan Machinery Inc.	10911010	05/17/18	Valve cover gaskets & arm rest for W-24 (backhoe)	\$ 671.65	
51574215	110153	05/17/18	BIA	Apr-18	05/01/18	21242-electric	\$ 1,702.33	
51574215	110153	05/17/18	BIA	Apr-18	05/01/18	21245-electric	\$ 2,456.57	
51574215	110222	05/23/18	ARIZONA PUBLIC SERVICE	Apr-18	05/07/18	ELECTRIC	\$ 14,524.19	
51574217	110172	05/17/18	EUSI, LLC	2472	05/04/18	TASK ORDER #5	\$ 3,187.75	
51574217	110189	05/17/18	Legend Technical Svcs., Inc.	1806663	04/30/18	WATER QUALITY TESTING - APR 2018	\$ 332.00	
51574217	110297	05/31/18	EUSI, LLC	2454	04/06/18	PW MANAGEMENT SUPPORT	\$ 2,065.13	
51574301	43018	05/15/18	AMAZON.COM	043018 STMT	04/15/18	INK FOR PW PRINTER - RICOH	\$ 18.75	
51574301	110341	05/31/18	Staples Business Advantage	3376350974	04/25/18	WATER DEPT BLANKET: OFFICE SUPPLIES	\$ 64.75	
51574302	110142	05/10/18	WALMART COMMUNITY # 0005 7118	TR04918	05/04/18	Restock:Trash bags,cups,tissue,plates	\$ 31.82	
51574302	110175	05/17/18	FORTLINE INC	4258428	04/26/18	Misc Water Line Projects	\$ 623.86	
51574302	110336	05/31/18	SENERGY PETROLEUM	446272	05/04/18	ISO 32 - P66 White Oil 200/215 - 4 55 gallon drums	\$ 4,119.86	
51574304	110087	05/10/18	Cintas Corporation Lock 696	4005616188	05/02/18	CONTRACT #7388 UNIFORM RENTAL	\$ 13.18	
51574304	110087	05/10/18	Cintas Corporation Lock 696	696399789	02/21/18	CONTRACT #7388 UNIFORM RENTAL	\$ 12.00	
51574304	110274	05/31/18	ANTHONY CORDOVA	15TBOOTS17/18	05/10/18	BOOT ALLOWANCE 2017-2018 FY - ANTHONY C	\$ 87.50	
51574304	110274	05/31/18	ANTHONY CORDOVA	2NDBOOTSS518	05/10/18	2nd Pair Work Boots - Gordy Cordova	\$ 157.50	
51574304	110274	05/31/18	ANTHONY CORDOVA	UNI-518	05/10/18	PANT ALLOWANCE 17/18 - ANTHONY C	\$ 270.00	
51574304	110282	05/31/18	BC GRAPHICS	8394-1	04/30/18	SHIRT ALLOWANCE 17/18 SUSAN J	\$ 130.39	
51574304	110288	05/31/18	Cintas Corporation Lock 696	4005800592	05/09/18	CONTRACT #7388 UNIFORM RENTAL	\$ 14.36	
51574304	110288	05/31/18	Cintas Corporation Lock 696	4005984843	05/16/18	CONTRACT #7388 UNIFORM RENTAL	\$ 12.27	
51574304	110296	05/31/18	ERNESTO LOPEZ	BOOTS 05/18	05/26/18	BOOT ALLOWANCE - ERNESTO L	\$ 10.50	
51574304	110296	05/31/18	ERNESTO LOPEZ	UNIPANTS 05/18	05/28/18	PANT ALLOWANCE - ERNESTO L	\$ 14.09	
51574304	110325	05/31/18	NICHOLAS BAGNALL	UNI-518	05/10/18	PANT ALLOWANCE 17/18 - NICK B	\$ 150.00	
51574306	110067	05/03/18	WEX BANK	54165732	04/30/18	Fuel	\$ 864.23	
51574311	110118	05/10/18	National Meter & Automation-AZ	51097988001	04/25/18	M25 BRONZE METERS	\$ 2,398.55	
51574311	110275	05/31/18	APD POWER CENTER, INC.	215929	04/26/18	PTS4V Wacker Water Pump	\$ 3,894.71	
51574311	110284	05/31/18	BlueTarp Credit Services	40214453	04/30/18	WATER MISC SMALL TOOLS	\$ 965.91	
51574311	110284	05/31/18	BlueTarp Credit Services	40293793	05/09/18	WATER MISC SMALL TOOLS	\$ 749.99	
51574311	110291	05/31/18	Day Auto Supply, Inc	745290	05/17/18	WATER DEPT BLANKET: MISC WATER LINE	\$ 21.58	

51574311	110291	05/31/18	Day Auto Supply, Inc	745444	05/18/18	WATER DEPT BLANKET: MISC WATER LINE	\$ 100.04	
51574311	110300	05/31/18	FLORENCE TRUE VALUE HARDWARE	236303	05/11/18	WATER DEPT BLANKET: MISC SMALL TOOLS	\$ 14.12	
51574311	110300	05/31/18	FLORENCE TRUE VALUE HARDWARE	236347	05/15/18	WATER DEPT BLANKET: MISC SMALL TOOLS	\$ 157.22	
51574311	110300	05/31/18	FLORENCE TRUE VALUE HARDWARE	236372	05/16/18	WATER DEPT BLANKET: MISC SMALL TOOLS	\$ 54.64	
51574311	110300	05/31/18	FLORENCE TRUE VALUE HARDWARE	236407	05/17/18	WATER DEPT BLANKET: MISC SMALL TOOLS	\$ 48.89	
51574311	110348	05/31/18	USABlueBook - ACCT 703717	567507	05/09/18	Sounding Equipment for Wells	\$ 1,753.94	
51574312	43018	05/15/18	AMAZON.COM	043018 STMT	04/12/18	SAFETY SUPPLIES	\$ 95.00	
51574320	110300	05/31/18	FLORENCE TRUE VALUE HARDWARE	236040	04/26/18	MISC WATER LINE REPAIR & MAINTENANCE	\$ 5.94	
51574320	110300	05/31/18	FLORENCE TRUE VALUE HARDWARE	236042	04/26/18	MISC WATER LINE REPAIR & MAINTENANCE	\$ 4.07	
51574320	110300	05/31/18	FLORENCE TRUE VALUE HARDWARE	236461	05/22/18	MISC WATER LINE REPAIR & MAINTENANCE	\$ 8.94	
51574320	110300	05/31/18	FLORENCE TRUE VALUE HARDWARE	236471	05/22/18	MISC WATER LINE REPAIR & MAINTENANCE	\$ 51.95	
51574320	110300	05/31/18	FLORENCE TRUE VALUE HARDWARE	236536	05/25/18	MISC WATER LINE REPAIR & MAINTENANCE	\$ 9.00	
51574320	110348	05/31/18	USABlueBook - ACCT 703717	575564	05/17/18	20 cases - Safety Yellow - Paint Hydrants	\$ 513.02	
51574403	43018	05/15/18	AZ Water Association	043018 STMT	04/24/18	ANNUAL AZ WATER CONFERENCE	\$ 180.00	
51574403	110303	05/31/18	FRED PRYOR SEMINARS	3041128118	05/14/18	ANNUAL SUBSCRIPTION - DAVID HILLS	\$ 17.94	
								Sub Total----- \$ 46,215.10
Sewer Operations S-Plant:								
52575201	110217	05/17/18	Verizon Wireless	9805811996	05/13/18	Cell phones	\$ 364.40	
52575201	110286	05/31/18	CENTURYLINK	VARIOUS 5/18	05/16/18	NW W Plant auto dialers-2394	\$ 56.56	
52575208	110100	05/10/18	Geuther Electrical, LLC	2737	03/15/18	Blanket: Electrical Repairs/Maint at WWTP's	\$ 878.32	
52575208	110100	05/10/18	Geuther Electrical, LLC	2737	03/15/18	Blanket: Misc. Electrical repairs for WWTP's	\$ 41.89	
52575208	110100	05/10/18	Geuther Electrical, LLC	2787	04/11/18	Blanket: Electrical Repairs/Maint at WWTP's	\$ 640.00	
52575209	43018	05/15/18	TRACTOR SUPPLY CO #1808	043018 STMT	04/01/18	Purchase Tractor Supply Co #1808	\$ 1.82	
52575209	110267	05/23/18	Verizon Wireless	INV14830870	05/10/18	Blanket PO for Network Fleet (GPS)	\$ 63.75	
52575215	110222	05/23/18	ARIZONA PUBLIC SERVICE	Apr-18	05/07/18	ELECTRIC	\$ 22,139.60	
52575217	110127	05/10/18	Pro-Tec Environmental, Inc.	180442601	04/30/18	CIP - SU-90 COUNCIL APPROVED 10/16/17	\$ 2,383.75	
52575217	110172	05/17/18	EUSI, LLC	2472	05/04/18	TASK ORDER #5	\$ 1,593.88	
52575217	110297	05/31/18	EUSI, LLC	2454	04/06/18	PW MANAGEMENT SUPPORT	\$ 1,032.56	
52575222	110215	05/17/18	United Rentals	154933271-001	03/02/18	Boom Truck Rental - add. fees	\$ 1,005.25	
52575222	110215	05/17/18	United Rentals	154933271-001	03/02/18	Variable Reach forklift for SWWTP	\$ 444.57	
52575222	110215	05/17/18	United Rentals	154933271-002	04/18/18	Credit	\$ (548.55)	
52575222	110261	05/23/18	Southwest Industrial Rigging	48795	03/30/18	Crane rental to repalce SAM Units @ SWWTP	\$ 2,610.83	
52575230	110145	05/17/18	A.C. Sanitation Service, LLC	9648-105	04/09/18	Landfill fees for March 2018	\$ 18,272.69	
52575301	43018	05/15/18	AMAZON.COM	043018 STMT	04/15/18	INK FOR PW PRINTER - RICOH	\$ 18.75	
52575301	43018	05/15/18	WALMART COMMUNITY # 0005 7118	043018 STMT	04/13/18	Walmart Purchase - Office Supply	\$ 32.30	
52575302	43018	05/15/18	WALMART COMMUNITY # 0005 7118	043018 STMT	04/05/18	Purchase Wal-Mart #4451: Op Supplies; surge protector, laptop case, clock, m	\$ 215.42	
52575302	110097	05/10/18	FORTLINE INC	4227699	03/26/18	Blanket: Operating Supplies for WWTP's	\$ 42.32	
52575302	110097	05/10/18	FORTLINE INC	4227699	03/26/18	Operating Supplies for WWTP's	\$ 266.17	
52575302	110102	05/10/18	GRAINGER, INC.	9763531564	04/19/18	Blanket: Operating Supplies for WWTP's	\$ 296.64	
52575302	110102	05/10/18	GRAINGER, INC.	9764366788	04/20/18	Blanket: Operating Supplies for WWTP's	\$ 194.09	
52575302	110142	05/10/18	WALMART COMMUNITY # 0005 7118	TR04918	05/04/18	Restock:Trash bags,cups,tissue,plates	\$ 31.82	
52575302	110226	05/23/18	BEARING-BELT & CHAIN INC.	1490014	05/07/18	Blanket: Misc. Operating Supplies for WWTP's	\$ 98.22	
52575302	110226	05/23/18	BEARING-BELT & CHAIN INC.	1490212	05/08/18	Blanket: Misc. Operating Supplies for WWTP's	\$ 155.55	
52575302	110226	05/23/18	BEARING-BELT & CHAIN INC.	1490522	05/11/18	Blanket: Misc. Operating Supplies for WWTP's	\$ 44.57	
52575302	110237	05/23/18	FLORENCE TRUE VALUE HARDWARE	236261	05/10/18	Operating Supplies for WWTP's	\$ 137.04	
52575302	110237	05/23/18	FLORENCE TRUE VALUE HARDWARE	236328	05/14/18	Operating Supplies for WWTP's	\$ 10.09	
52575302	110237	05/23/18	FLORENCE TRUE VALUE HARDWARE	236331	05/14/18	Operating Supplies for WWTP's	\$ 3.65	
52575302	110237	05/23/18	FLORENCE TRUE VALUE HARDWARE	236332	05/14/18	Credit	\$ (2.03)	
52575302	110237	05/23/18	FLORENCE TRUE VALUE HARDWARE	236333	05/14/18	CREDIT	\$ (2.03)	
52575302	110312	05/31/18	IDEXX Distribution inc	3031728483	05/24/18	Blanket: Misc. Operating Supplies for WWTP's	\$ 555.24	
52575304	110087	05/10/18	Cintas Corporation Lock 696	4005616188	05/02/18	CONTRACT #7388 UNIFORM RENTAL	\$ 3.86	
52575304	110087	05/10/18	Cintas Corporation Lock 696	696399789	02/21/18	CONTRACT #7388 UNIFORM RENTAL	\$ 2.64	
52575304	110109	05/10/18	JASON JOYNES	REIM-UNI 10618	01/06/18	Reimbursement for Uniform Pants	\$ 8.03	
52575304	110186	05/17/18	JOY JONAS	REIM UNIPANTS 518	05/07/18	Reimbursement for Uniform Pants	\$ 52.04	
52575304	110274	05/31/18	ANTHONY CORDOVA	1STBOOTS17/18	05/10/18	BOOT ALLOWANCE 2017-2018 FY - ANTHONY C	\$ 87.50	
52575304	110274	05/31/18	ANTHONY CORDOVA	2NDBOOTSS518	05/10/18	2nd Pair Work Boots - Gordy Cordova	\$ 17.50	
52575304	110274	05/31/18	ANTHONY CORDOVA	UNI-518	05/10/18	PANT ALLOWANCE 17/18 - ANTHONY C	\$ 75.00	
52575304	110288	05/31/18	Cintas Corporation Lock 696	4005800592	05/09/18	CONTRACT #7388 UNIFORM RENTAL	\$ 5.03	

52575304	110288	05/31/18	Cintas Corporation Lock 696	4005984843	05/16/18	CONTRACT #7388 UNIFORM RENTAL	\$	2.94	
52575304	110296	05/31/18	ERNESTO LOPEZ	BOOTS 05/18	05/26/18	BOOT ALLOWANCE - ERNESTO L	\$	10.50	
52575304	110296	05/31/18	ERNESTO LOPEZ	UNIPANTS 05/18	05/28/18	PANT ALLOWANCE - ERNESTO L	\$	14.09	
52575304	110325	05/31/18	NICHOLAS BAGNALL	UNI-518	05/10/18	PANT ALLOWANCE 17/18 - NICK B	\$	30.00	
52575304	110325	05/31/18	NICHOLAS BAGNALL	UNI-518	05/10/18	PANT ALLOWANCE 17/18 - NICK B	\$	120.00	
52575306	110067	05/03/18	WEX BANK	54165732	04/30/18	Fuel	\$	364.39	
52575310	110310	05/31/18	HILL BROTHERS CHEMICAL CO,	50911050	05/23/18	Sodium Hypochlorite 12.5% for WWTP's	\$	1,639.20	
52575311	110232	05/23/18	Day Auto Supply, Inc	744618	05/08/18	Blanket: Small Tools for WWTP's	\$	45.85	
52575312	43018	05/15/18	AMAZON.COM	043018 STMT	04/12/18	SAFETY SUPPLIES	\$	15.00	
52575312	110073	05/10/18	ARIZONA GLOVE & SAFETY	7456236	04/25/18	Safety Supplies for WWTP's	\$	128.55	
52575312	110073	05/10/18	ARIZONA GLOVE & SAFETY	7456705	05/01/18	Safety Supplies for WWTP's	\$	39.11	
52575312	110216	05/17/18	USABlueBook - ACCT 703717	536386	04/04/18	Blanket: Safety Supplies needed for WWRF's	\$	142.02	
52575312	110278	05/31/18	ARIZONA GLOVE & SAFETY	7458247	05/17/18	Safety Supplies for WWTP's	\$	28.98	
52575335	110244	05/23/18	KE & G Construction	180117/PA0001	04/19/18	Post Equalization Bypass Air Release	\$	1,730.00	
52575401	43018	05/15/18	ADOBE SYSTEMS INCORPORATED	043018 STMT	04/15/18	Purchase Adobe Systems, Inc.PDF Converter program subscription	\$	12.98	
52575403	43018	05/15/18	AZ Water Association	043018 STMT	04/13/18	Purchase Arizona Water Association: Annual Tech Conference/Operator Train	\$	187.50	
52575403	43018	05/15/18	AZ Water Association	043018 STMT	04/24/18	ANNUAL AZ WATER CONFERENCE	\$	20.00	
52575403	110186	05/17/18	JOY JONAS	502-03/18	05/07/18	Per diem for meals during	\$	26.00	
52575403	110303	05/31/18	FRED PRYOR SEMINARS	3.04113E+12	05/14/18	ANNUAL SUBSCRIPTION - DAVID HILLS	\$	17.94	
52575408	110151	05/17/18	Arizona Department of	0000277834X	04/30/18	WQL B2040349 - Annual Reg. Fee	\$	4,087.00	
52575408	110151	05/17/18	Arizona Department of	INTERERST	04/30/18	interest	\$	1.44	
								Sub Total-----	\$ 61,994.22
Sewer Operations N.F-Plant:									
52576201	110158	05/17/18	CENTURYLINK	4/18 0118 0238	05/01/18	w/wks alarms-8356	\$	53.26	
52576215	110153	05/17/18	BIA	Apr-18	05/01/18	21241-electric	\$	2,884.91	
52576217	110085	05/10/18	Casa Gande Pumping Svc., Inc	11439	03/22/18	Sludge Hauling from NWWTP	\$	2,300.00	
52576217	110085	05/10/18	Casa Gande Pumping Svc., Inc	11447	04/11/18	Sludge Hauling from NWWTP	\$	2,300.00	
52576217	110172	05/17/18	EUSI, LLC	2472	05/04/18	TASK ORDER #5	\$	1,593.87	
52576217	110297	05/31/18	EUSI, LLC	2454	04/06/18	PW MANAGEMENT SUPPORT	\$	1,032.56	
52576230	110271	05/31/18	A.C. Sanitation Service, LLC	9681-110	05/01/18	Landfill Fees - April 2018	\$	25,251.81	
52576302	43018	05/15/18	WALMART COMMUNITY # 0005 7118	043018 STMT	04/03/18	Purchase Walmart.Com: Microwave & stand NWWTP	\$	95.45	
52576302	43018	05/15/18	WALMART COMMUNITY # 0005 7118	043018 STMT	04/05/18	Purchase Wal-Mart #4451: Op Supplies; surge protector, laptop case, clock, m	\$	125.60	
52576302	43018	05/15/18	WALMART COMMUNITY # 0005 7118	043018 STMT	04/05/18	Purchase Wm Supercenter #4451: Op. Supplies; rug for office floor.	\$	7.62	
52576302	110097	05/10/18	FORTLINE INC	4227699	03/26/18	Blanket: Operating Supplies for WWTP's	\$	308.48	
52576302	110102	05/10/18	GRAINGER, INC.	9763531564	04/19/18	Blanket: Operating Supplies for WWTP's	\$	296.64	
52576302	110102	05/10/18	GRAINGER, INC.	9764366788	04/20/18	Blanket: Operating Supplies for WWTP's	\$	194.09	
52576302	110216	05/17/18	USABlueBook - ACCT 703717	506226	03/01/18	3 pump hoses and couplings"	\$	1,179.50	
52576302	110216	05/17/18	USABlueBook - ACCT 703717	522367	03/20/18	3 pump hoses and couplings"	\$	319.31	
52576302	110216	05/17/18	USABlueBook - ACCT 703717	533269	04/02/18	3 pump hoses and couplings"	\$	125.11	
52576302	110226	05/23/18	BEARING-BELT & CHAIN INC.	1490014	05/07/18	Blanket: Misc. Operating Supplies for WWTP's	\$	98.22	
52576302	110226	05/23/18	BEARING-BELT & CHAIN INC.	1490212	05/08/18	Blanket: Misc. Operating Supplies for WWTP's	\$	155.55	
52576302	110226	05/23/18	BEARING-BELT & CHAIN INC.	1490522	05/11/18	Blanket: Misc. Operating Supplies for WWTP's	\$	44.57	
52576302	110237	05/23/18	FLORENCE TRUE VALUE HARDWARE	236157	05/04/18	Blanket: Misc. Operating Supplies for WWTP's	\$	44.25	
52576302	110237	05/23/18	FLORENCE TRUE VALUE HARDWARE	236218	05/08/18	Blanket: Misc. Operating Supplies for WWTP's	\$	19.91	
52576302	110237	05/23/18	FLORENCE TRUE VALUE HARDWARE	236318	05/12/18	Blanket: Misc. Operating Supplies for WWTP's	\$	61.88	
52576302	110237	05/23/18	FLORENCE TRUE VALUE HARDWARE	236325	05/14/18	Blanket: Misc. Operating Supplies for WWTP's	\$	14.75	
52576302	110237	05/23/18	FLORENCE TRUE VALUE HARDWARE	236330	05/14/18	Blanket: Misc. Operating Supplies for WWTP's	\$	83.79	
52576302	110312	05/31/18	IDEXX Distribution inc	3031728483	05/24/18	Blanket: Misc. Operating Supplies for WWTP's	\$	198.20	
52576304	110087	05/10/18	Cintas Corporation Lock 696	4005616188	05/02/18	CONTRACT #7388 UNIFORM RENTAL	\$	8.09	
52576304	110087	05/10/18	Cintas Corporation Lock 696	696399789	02/21/18	CONTRACT #7388 UNIFORM RENTAL	\$	0.96	
52576304	110109	05/10/18	JASON JOYNES	REIM-UNI 10618	01/06/18	Reimbursement for Uniform Pants	\$	8.03	
52576304	110186	05/17/18	JOY JONAS	REIM UNIPANTS 518	05/07/18	Reimbursement for Uniform Pants	\$	52.04	
52576304	110274	05/31/18	ANTHONY CORDOVA	UNI-518	05/10/18	PANT ALLOWANCE 17/18 - ANTHONY C	\$	(45.00)	
52576304	110288	05/31/18	Cintas Corporation Lock 696	4005800592	05/09/18	CONTRACT #7388 UNIFORM RENTAL	\$	0.67	
52576304	110288	05/31/18	Cintas Corporation Lock 696	4005984843	05/16/18	CONTRACT #7388 UNIFORM RENTAL	\$	0.66	
52576306	110067	05/03/18	WEX BANK	54165732	04/30/18	Fuel	\$	809.05	
52576312	110073	05/10/18	ARIZONA GLOVE & SAFETY	7456236	04/25/18	Safety Supplies for WWTP's	\$	128.55	
52576312	110216	05/17/18	USABlueBook - ACCT 703717	536386	04/04/18	Blanket: Safety Supplies needed for WWRF's	\$	142.02	

52576316	110103	05/10/18	HALL'S PLUMBING & DRAIN SERVICE	3797	04/02/18	Plumbing services for WWTP	\$ 250.00	
52576401	43018	05/15/18	ADOBE SYSTEMS INCORPORATED	043018 STMT	04/15/18	Purchase Adobe Systems, Inc.PDF Converter program subscription	\$ 12.98	
52576403	43018	05/15/18	AZ Water Association	043018 STMT	04/13/18	Purchase Arizona Water Association: Annual Tech Conference/Operator Traini	\$ 187.50	
52576403	110186	05/17/18	JOY JONAS	502-03/18	05/07/18	Conf. & Exhibition (5/2-5/3)	\$ 26.00	
52576408	110151	05/17/18	Arizona Department of	0000277511X	04/30/18	WQL B2022183 - Annual Reg. Fee	\$ 1,427.00	
52576507	110173	05/17/18	Felix Construcion Company	16831801MAY18	05/07/18	SU-13: WWTP Expansion (N. Florence) - JOC w/City of Peoria Contract P13-004	\$ 34,086.58	
52576507	110218	05/17/18	WATER WORKS ENGINEERS, LLC	8643	04/20/18	SU-13 WWTP Expansion (N. Florence): Design of Beltpress, Sludge Tank Manif	\$ 21,659.00	
							Sub Total-----	\$ 97,543.46
Customer Sanitation Deposit:								
53219000	110033	05/03/18	2nd Temporary	720011	05/01/18	Sanitation Deposit Refund	\$ 51.00	
53219000	110035	05/03/18	2nd Temporary	708302	05/01/18	Sanitation Deposit Refund	\$ 51.00	
53219000	110046	05/03/18	2nd Temporary	713853	04/30/18	Sanitation Deposit Refund	\$ 17.00	
53219000	110047	05/03/18	2nd Temporary	716902	04/30/18	Sanitation Deposit Refund	\$ 34.00	
53219000	110048	05/03/18	2nd Temporary	707611	05/01/18	Sanitation Deposit Refund	\$ 51.00	
53219000	110052	05/03/18	2nd Temporary	709642	05/01/18	Sanitation Deposit Refund	\$ 16.00	
53219000	110055	05/03/18	2nd Temporary	707422	05/01/18	Sanitation Deposit Refund	\$ 34.00	
53219000	110061	05/03/18	2nd Temporary	705390	05/01/18	Sanitation Deposit Refund	\$ 34.00	
53219000	110063	05/03/18	2nd Temporary	735280	05/01/18	Sanitation Deposit Refund	\$ 34.00	
53219000	110147	05/17/18	2nd Temporary	712751	05/09/18	Sanitation Deposit Refund	\$ 51.00	
53219000	110149	05/17/18	2nd Temporary	720321	05/09/18	Sanitation Deposit Refund	\$ 51.00	
53219000	110150	05/17/18	2nd Temporary	717611	05/09/18	Sanitation Deposit Refund	\$ 51.00	
53219000	110154	05/17/18	2nd Temporary	701423	05/10/18	Sanitation Deposit Refund	\$ 51.00	
53219000	110156	05/17/18	2nd Temporary	794430	05/09/18	Sanitation Deposit Refund	\$ 51.00	
53219000	110166	05/17/18	2nd Temporary	790410	05/09/18	Sanitation Deposit Refund	\$ 51.00	
53219000	110176	05/17/18	2nd Temporary	716511	05/09/18	Sanitation Deposit Refund	\$ 51.00	
53219000	110179	05/17/18	2nd Temporary	789341	05/09/18	Sanitation Deposit Refund	\$ 51.00	
53219000	110181	05/17/18	2nd Temporary	716451	05/09/18	Sanitation Deposit Refund	\$ 51.00	
53219000	110182	05/17/18	2nd Temporary	709611	05/09/18	Sanitation Deposit Refund	\$ 51.00	
53219000	110187	05/17/18	2nd Temporary	794340	05/09/18	Sanitation Deposit Refund	\$ 51.00	
53219000	110191	05/17/18	2nd Temporary	794320	05/09/18	Sanitation Deposit Refund	\$ 51.00	
53219000	110193	05/17/18	2nd Temporary	709671	05/09/18	Sanitation Deposit Refund	\$ 51.00	
53219000	110194	05/17/18	2nd Temporary	794530	05/09/18	Sanitation Deposit Refund	\$ 51.00	
53219000	110196	05/17/18	2nd Temporary	713511	05/09/18	Sanitation Deposit Refund	\$ 51.00	
53219000	110197	05/17/18	2nd Temporary	704771	05/09/18	Sanitation Deposit Refund	\$ 51.00	
53219000	110199	05/17/18	2nd Temporary	713161	05/09/18	Sanitation Deposit Refund	\$ 51.00	
53219000	110205	05/17/18	2nd Temporary	794350	05/09/18	Sanitation Deposit Refund	\$ 51.00	
53219000	110207	05/17/18	2nd Temporary	711904	05/09/18	Sanitation Deposit Refund	\$ 51.00	
53219000	110219	05/17/18	2nd Temporary	705311	05/09/18	Sanitation Deposit Refund	\$ 51.00	
53219000	110230	05/23/18	2nd Temporary	705252	05/22/18	Sanitation Deposit Refund	\$ 34.00	
53219000	110231	05/23/18	2nd Temporary	703312	05/09/18	Sanitation Deposit Refund	\$ 75.00	
53219000	110247	05/23/18	2nd Temporary	736710	05/22/18	Sanitation Deposit Refund	\$ 17.00	
53219000	110259	05/23/18	2nd Temporary	717731	05/22/18	Sanitation Deposit Refund	\$ 17.00	
53219000	110316	05/31/18	2nd Temporary	717714	04/27/18	Sanitation Deposit Refund	\$ 51.00	
53219000	110318	05/31/18	2nd Temporary	712174	05/30/18	Sanitation Deposit Refund	\$ 34.00	
53219000	110320	05/31/18	2nd Temporary	785711	05/23/18	Sanitation Deposit Refund	\$ 17.00	
53219000	110333	05/31/18	2nd Temporary	790770	05/30/18	Sanitation Deposit Refund	\$ 17.00	
							Sub Total-----	\$ 1,604.00
Sanitation Operations:								
53571201	110217	05/17/18	Verizon Wireless	9805811996	05/13/18	Cell phones	\$ 50.88	
53571217	110204	05/17/18	RIGHT AWAY DISPOSAL	1861455	05/01/18	RAD Contact Residential	\$ 45,793.16	
53571217	110334	05/31/18	RIGHT AWAY DISPOSAL	1892118	05/30/18	RAD BILLING INSTITUTIONAL	\$ 6,962.00	
53571306	110067	05/03/18	WEX BANK	54165732	04/30/18	Fuel	\$ 91.54	
							Sub Total-----	\$ 52,897.58
Library:								
276529401	110168	05/17/18	EBSCO SUBSCRIPTION SERVICE	410639	05/02/18	Annual Mag Subscription	\$ 288.51	
							Sub Total-----	\$ 288.51
Anthem Slids #1 - #3:								
300506215	110152	05/17/18	Arizona Public Service Company	2976311000 5/18	05/03/18	SLID #1-Merrill Ranch	\$ 2,472.48	

301506215	110152	05/17/18	Arizona Public Service Company	7596020000 5/18	05/03/18	SLID #2 Merrill Ranch	\$ 2,486.29	
302506215	110152	05/17/18	Arizona Public Service Company	2496090000 5/18	05/03/18	SLID #3 Merrill Ranch	\$ 2,212.23	
							Sub Total-----	\$ 7,171.00
Special Accounts:								
501506217	110212	05/17/18	TischlerBise Inc	201805026	05/01/18	DIF Rate Study	\$ 1,726.70	
505506217	110212	05/17/18	TischlerBise Inc	201805026	05/01/18	DIF Rate Study	\$ 1,726.70	
508506217	110212	05/17/18	TischlerBise Inc	201805026	05/01/18	DIF Rate Study	\$ 1,726.70	
509506217	110212	05/17/18	TischlerBise Inc	201805026	05/01/18	DIF Rate Study	\$ 1,726.70	
510506217	110212	05/17/18	TischlerBise Inc	201805026	05/01/18	DIF Rate Study	\$ 1,726.70	
511506217	110212	05/17/18	TischlerBise Inc	201805026	05/01/18	DIF Rate Study	\$ 1,726.70	
540503403	110180	05/17/18	IRENE ENRIQUEZ	520-25/18	03/22/18	NJA Conference Per Diem	\$ 333.25	
596506217	110212	05/17/18	TischlerBise Inc	201805026	05/01/18	DIF Rate Study	\$ 1,726.70	
597506217	110212	05/17/18	TischlerBise Inc	201805026	05/01/18	DIF Rate Study	\$ 1,726.70	
598506217	110212	05/17/18	TischlerBise Inc	201805026	05/01/18	DIF Rate Study	\$ 1,726.70	
599506217	110212	05/17/18	TischlerBise Inc	201805026	05/01/18	DIF Rate Study	\$ 1,726.70	
							Sub Total-----	\$ 17,600.25
							Sub Total-----	\$ 600,212.50
							Grand Total:	\$ 600,212.50

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 14a.
MEETING DATE: July 16, 2018 DEPARTMENT: Finance STAFF PRESENTER: Joe Jarvis, Finance Director SUBJECT: Ordinance No. 661-18: Secondary Property Tax Levy for the three Street Light Improvement Districts for Fiscal Year 2018-2019		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input checked="" type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input checked="" type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Adopt Ordinance No. 661-18: AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE STREET LIGHT IMPROVEMENT DISTRICTS (1, 2 & 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 30th DAY OF JUNE 2019.

BACKGROUND/DISCUSSION:

The Town levies an ad valorem, or secondary property tax, for the Merrill Ranch Streetlight Improvement Districts No. 1, No. 2, and No. 3. This year, due to adequate fund balance, it is recommended that a levy of \$0 be adopted.

Staff is presenting this ordinance for the second time to the Town Council and not to a separate District Board for each Streetlight Improvement District.

The wording of the ordinance has been updated. One of the updates was to remove the emergency clause.

A VOTE OF NO WOULD MEAN:

The levy remains at \$0 per \$100 of Net Assessed Valuation.

A VOTE OF YES WOULD MEAN:

The levy remains at \$0 per \$100 of Net Assessed Valuation.

FINANCIAL IMPACT:

The Town of Florence will continue to use the existing fund balance to pay for the cost of providing electricity to the street lights.

ATTACHMENTS:

Ordinance No. 661-18

ORDINANCE NO. 661-18

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE STREET LIGHT IMPROVEMENT DISTRICTS (1, 2 & 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 30th DAY OF JUNE 2019.

WHEREAS, by the provision of State Law, the ordinance levying a secondary property tax rate for the Fiscal Year 2018-2019 is required to be adopted no later than the third Monday in August; and

WHEREAS, the County of Pinal, is now the assessing and collecting authority for the Town of Florence. The Town Clerk is hereby directed to transmit a certified copy of the ordinance to the Assessor and Board of Supervisors of Pinal County, Arizona.

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

Section 1: There is hereby levied on each \$100 of the assessed value of all property, both real and personal, within the corporate limits of the Anthem at Merrill Ranch Street Lighting District No.1, Town of Florence, except such property as may by law be exempt from taxation, a secondary property tax rate of \$0 per \$100 of Net Assessed Valuation (NAV) for the purpose of providing operations and maintenance for the Anthem at Merrill Ranch Street Light Improvement District No. 1 for the Fiscal Year ending on the 30th day of June, 2019, but if the said sum exceeds the maximum levy allowed by law, the Board of Supervisors of Pinal County, is hereby authorized to reduce the said sum to the maximum which is allowed by law.

Section 2: There is hereby levied on each \$100 of the assessed value of all property, both real and personal, within the corporate limits of the Anthem at Merrill Ranch Street Lighting District No.2, Town of Florence, except such property as may by law be exempt from taxation, a secondary property tax rate of \$0 per \$100 of Net Assessed Valuation (NAV) for the purpose of providing operations and maintenance for the Anthem at Merrill Ranch Street Light Improvement District No. 2 for the Fiscal Year ending on the 30th day of June, 2019, but if the said sum exceeds the maximum levy allowed by law, the Board of Supervisors of Pinal County, is hereby authorized to reduce the said sum to the maximum which is allowed by law.

Section 3: There is hereby levied on each \$100 of the assessed value of all property, both real and personal, within the corporate limits of the Anthem at Merrill Ranch Street Lighting District No.3, Town of Florence, except such property as may by law be exempt from taxation, a secondary property tax rate of \$0 per \$100 of Net Assessed Valuation (NAV) for the purpose of providing operations and

maintenance for the Anthem at Merrill Ranch Street Light Improvement District No. 3 for the Fiscal Year ending on the 30th day of June, 2019, but if the said sum exceeds the maximum levy allowed by law, the Board of Supervisors of Pinal County, is hereby authorized to reduce the said sum to the maximum which is allowed by law.

Section 4: No failure by the officials of Pinal County, Arizona, to properly return the delinquent list and no irregularity in the assessment or commission in the same, or irregularity of any kind in any proceeding will invalidate such proceeding or invalidate any title conveyed by tax deed; nor will any failure or neglect of any officer or officers to perform any of the duties assigned to him or to them on the day within the time specified work an invalidation of any proceedings or of any such deed or sale or affect the validity of the assessment of a levy of taxes or of the judgment of sale by which the collection of the same may be enforced or in any manner affect the lien of the Town upon such property for the delinquent unpaid taxes; thereon, and no overcharge as to part of the taxes or of costs will invalidate any of the proceeding upon the lien, therefore, or a sale of the property under such foreclosure; and all acts of officers de facto will be valid as if performed by officer de jure.

Section 5: All ordinances and parts of ordinances in conflict herewith are hereby repealed.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, the 16th day of July 2018.


Tara Walter, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 14b.
MEETING DATE: July 16, 2018 DEPARTMENT: Administration STAFF PRESENTER: Ben Bitter, Assistant to the Town Manager SUBJECT: Transfer Station		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1 st Reading <input type="checkbox"/> 2 nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input checked="" type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Staff recommends that the Town Council approve one of the options discussed below.

BACKGROUND/DISCUSSION:

At the June 18, 2018 Town Council meeting, staff was directed to provide the Town Council with three options for possible Town Council Action regarding the Town’s ability to expand its current service level, following the expiration of the Transfer Station contract with Central Arizona Solid Waste on June 30, 2018.

The following is a list options for the Town Council to consider:

1. Expand existing relationship with Right Away Disposal (RAD) – Staff has ongoing discussions with RAD, regarding the possibilities to enhance service levels. RAD has provided a quote on adding Community Dump Days, and/or the Town has an option to have the Town pay for residents to use the RAD transfer station (located in Apache Junction). The RAD transfer station, although further away, offers more convenient hours (Monday through Friday 6AM-5PM, and Saturday 7AM-4PM). Under the current contract, residents can also request an additional 90-gallon container for only \$5 extra per month. An amendment to our existing RAD contract could be brought to the August 6, 2018 Town Council Meeting.

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.

3. Begin to reimburse residents for their use of the Central Arizona Solid Waste transfer station on Hunt Highway. To mitigate the administrative burdens this would cause, staff would need two weeks to develop a policy/procedure to lay out exactly what would be required of staff and the residents, and to develop a form that could be used to request (and approve) the reimbursement. It is likely that the reimbursement process would take a few weeks (as the reimbursement checks would be processed with regular check runs).

Staff has analyzed actual data from the past year to extrapolate potential costs of reimbursement (the following hard cost estimates do not include any increase in staffing or resources that may be required to handle reimbursement requests).

- If the Town reimburses *all* dumps, staff can anticipate an approximate **50% increase** in cost compared to Fiscal Year 2018. (Assuming all people seek and are eligible for reimbursement).
- If the Town reimburses one dump per customer per month, staff can anticipate an approximate **6% decrease** in cost compared to Fiscal Year 2018.
- If the Town reimburses 75% of the cost for one dump per customer per month, staff can anticipate an approximate **30% decrease** in cost.
- If the Town reimburses 75% of the cost (for any/all dumps), staff can anticipate an approximate **12% increase** in cost.
- If the Town reimburses 50% of the cost (for any/all dumps), staff can anticipate an approximate **25% decrease** in cost.

Regardless of any decision by Council, Staff believes it is valuable to further publicize Bulk Trash Pickup and County-wide dump days on social media.

A VOTE OF NO WOULD MEAN:

If the Council decides to do nothing, staff will develop an RFP for a Solid Waste Services Agreement within the next couple of months. As part of that document, Staff anticipates including a bid tab (option) for landfill/transfer station services.

A VOTE OF YES WOULD MEAN:

Town Council would direct staff to follow through with one of the options.

FINANCIAL IMPACT:

The financial impact depends on the option selected by the Town Council.

ATTACHMENTS:

RFP (from 2013) for landfill or transfer station services for residents

**TOWN OF FLORENCE, AZ
REQUEST FOR PROPOSALS**

Landfill or Transfer Station Services for Residents

SUBMITTAL DUE DATE AND TIME: April 18, 2013 at 10:00 A.M. LOCAL AZ TIME

SUBMITTAL LOCATION: Town of Florence
Town Hall
775 N. Main Street
P.O. Box 2670
Florence, AZ 85132

**GENERAL OR RFP PROCESS
QUESTIONS:** Wayne Costa, Public Works Director
(520) 856-7617
Wayne.Costa@florenceaz.gov

TECHNICAL QUESTIONS: Wayne Costa
Public Works Director
(520) 868-7617
Wayne.Costa@florenceaz.gov

Notice is hereby given that sealed proposals for the specified materials or services will be received at the Town of Florence, Town Hall, located at 775 N. Main Street, Florence, AZ 85132, until the time and date cited. Late proposals will not be considered.

One original and six (6) copies of the proposal shall be submitted in a sealed envelope with the proposal name, proposal number, Offeror's name, address and telephone number clearly indicated on the envelope. All proposals must be submitted in ink or typewritten. No oral, telegraphic, electronic, facsimile, or telephonic proposals or modifications will be considered unless specified. Additional instructions for preparing an offer are provided within. **Offerors are strongly encouraged to carefully read the entire solicitation.**

PLEASE NOTE: VENDOR IS RESPONSIBLE FOR OBTAINING ANY AMENDMENTS EITHER THROUGH UPDATES ON THE WEB SITE, OR BY CONTACTING THE PERSON CITED ABOVE FOR GENERAL QUESTIONS.

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SOLICITATION SUBMITTAL CHECKLIST

It is the Bidder's/Offeror's responsibility to be thoroughly familiar with all requirements and specifications.

- 1. The Offer Sheet has been signed by an authorized representative of the firm. Unsigned solicitations will not be considered.
- 2. The prices offered have been reviewed.
- 3. Unit prices will prevail.
- 4. Any amendments have been signed and are included. It is the Vendor's responsibility to obtain all amendments relevant to this solicitation via the Town's Web site or other means.
- 5. Review all instructions, terms and conditions, and specifications to ensure your response complies.
- 6. Any required samples, descriptive literature, or enclosures have been included, if applicable. (Identify samples with Vendor's name and solicitation number.)
- 7. **All items listed on the Proposal Format and Required Responses section have been included.**
- 8. If required, the bid surety has been included.
- 9. Solicitation Package and/or Envelope have been identified with Vendor's name, address, telephone number, and solicitation title.
- 10. The specified number of copies of your offer has been included if more than one copy was requested on the cover page.

INSTRUCTIONS TO OFFEROR

1. Preparation of Proposal:

- a. Telegraphic (facsimile) or Mailgram proposals will not be considered.
- b. The offer document shall be submitted with an original ink signature by a person authorized to sign the offer.
- c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Offer.
- d. The unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
- e. Periods of time, stated as a number of days, shall be calendar days.
- f. It is the responsibility of all Offerors to examine the entire Request For Proposal package and seek clarification of any item or requirement and to check all responses for accuracy before submitting a proposal. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.

2. **Inquiries:** Any question related to the Request For Proposal shall be directed in writing or via e-mail only to the person whose name appears on the cover page. Any correspondence related to a Request For Proposal should refer to the appropriate Request for Proposal ID, page, and paragraph number. However, the Offeror shall not place the Request For Proposal ID on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official Request For Proposal due date and time.

Questions, requests for clarification, or requests for additional information regarding the RFP content should be submitted in writing via email to Wayne J. Costa at the address listed on or before 12:00 noon, April 15, 2013.

Questions will be answered to the greatest degree possible through the Town's website and also through written correspondence that will be addressed to all parties that submitted a letter of intent. All questions will be answered in writing and posted on the Town's website by April 16, 2013, unless otherwise noted. No oral communications can be relied upon for this Proposal.

3. **Due Date and Time:** Offerors must submit proposals to the Florence Town Hall, Town Clerk's Office by 10:00 AM/Local AZ time on April 18, 2013, at the address or physical location listed on the cover page. Late proposals are not accepted.
4. **Withdrawal of Proposal:** At any time prior to the specified proposal due date and time, an Offeror (or designated representative) may withdraw the proposal by submitting a request in writing or via e-mail to the contact person whose name appears on the front page. Request must be made by a duly authorized representative of the Offeror. Offeror is responsible for making arrangements and expenses associated with the return of proposal.
5. **Amendment of Proposal:** Receipt of an RFP Amendment shall be acknowledged by signing and returning the document with the proposal by the specified proposal due date and time. Potential Offerors are responsible for obtaining all amendments relevant to this solicitation.
6. **Proposal Opening:** Proposals shall be opened at the time and place designated on the cover page of this document. The name of each Offeror and the identity of the Request for Proposals for which the proposal was submitted shall be publicly read and recorded in the presence of a witness. Proposals, modifications, and all other information received in response of this Request for Proposal shall be shown only to Town personnel having legitimate interest in the evaluation. PRICES SHALL NOT BE READ. After award of the proposal, the successful proposal and the evaluation documentation shall be open for public inspection.

7. **Confidential Information:**

- a. If a person believes that a proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Town of this fact shall accompany the submission and the information shall be identified.
- b. The information identified by the person as confidential shall not be disclosed until the Town makes a written determination whether the information must be disclosed under Arizona law. If the Town determines that the information must be disclosed, Town will provide the proposer with notice of such fact, and that the proposer has five (5) days within which to file a legal action protesting the planned disclosure. If no legal action is taken within the time specified, the Town will disclose the information and will not be responsible for any claims or losses arising from our related to such disclosure.

8. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the Town requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date and each Offeror agrees that it will hold open its offer for such period.

9. **Taxes:** Sales tax, if any, shall be indicated as a separate item on any notice of amount due delivered to the Town.

10. **Award of Contract:** Notwithstanding any other provision of this Request For Proposal, The Town expressly reserves the right, when determining whether to award a contract to an Offeror, to:

- a. Waive any immaterial defect or informality: or
- b. Reject any or all proposals, or portions thereof, or
- c. Reissue a Request For Proposal
- d. Unless the Offeror states otherwise, the Town reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the Town. If the Offeror's offer is an "all or nothing" offer, it must be so indicated on the offer sheet.
- e. Issuing addenda to the RFP, including extending or revising the timeline for submittals.
- f. Requesting clarification or additional information from the PROPOSER at any time during the procurement process.
- g. Executing an Agreement with a PROPOSER on the basis of the original proposals and/or any other information submitted by the PROPOSERS during a Best and Final Offer process.
- h. Negotiating with more than one PROPOSER.
- i. Discontinuing negotiations after commencing negotiations with a selected PROPOSER if progress is unsatisfactory in the sole judgment of the Town, and commencing negotiations with another qualified PROPOSER.
- j. Take any other action it deems necessary in its best interest.
- k. Deviate from the selection process otherwise outlined in this RFP.

11. **Contract Applicability:** The Offeror shall substantially conform to the terms, conditions, specifications, and other requirements found within the text of this specific RFP. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the Town, are not applicable to this RFP or any resultant contract.

12. **Gratuities:** The Town may, by written notice to the Offeror, cancel the resultant contract if it is found by the Town that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Offeror or any agent or representative of the Offeror, to any officer or employee of the Town with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event the Town pursuant to this provision cancels the resultant contract, the Town shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of gratuity. Paying the expense of normal business meals, which are generally made available to all eligible Town government customers, shall not be prohibited by this paragraph.

13. **Cost of Bid/Proposal:** The Town shall not reimburse the cost of developing or providing any response to

this RFP and development and provision of any offer shall be at the respective Offeror's sole cost. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

14. **Public Record:** All offers submitted in response to this RFP, whether or not accepted by the town, shall become a matter of public record available for review, subsequent to the award notification, in accordance with the Town's Procurement Policy.
15. **Certification:** By signature in the Offer section of the Offer Award Page, the Offeror certifies that:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Offeror shall not discriminate against any employee or applicant for employment in violation of the Federal Executive Order 11246
 - c. The Offeror has not given or offered to give, and does not intend 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 submitted offer.
 - d. Failure to sign the offer, or the falsity of a statement in a signed offer, shall void the submitted offer or any resulting contracts, and the Offeror may be debarred.
16. After award of a contract pursuant to this RFP (if any) the successful Offeror (if any) shall be referred to as the "Vendor" and thus the terms Offeror, Vendor, Contractor and Consultant may be utilized interchangeably in those provisions of this RFP dealing with the terms of the resultant contract, if any.
17. **Execution of Contract:** No contract or agreement, express or implied, shall exist or be binding on the Town before the execution of a written contract by both parties. If agreement on the terms of a resultant contract cannot be reached after a period deemed reasonable by the Town in its sole discretion, the Town may negotiate and enter a contract with any other Vendor who submitted a timely, responsive and responsible proposal to this RFP.
18. **RFP Error:** If Vendor discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the Vendor shall immediately provide the Town with written notice of the problem and request that the RFP be clarified or modified. Without disclosing the source of the request, the Town may modify the document prior to the dates fixed for submission of the proposals by issuing an addendum to all potential Vendors. If prior to the date fixed for submission, a Vendor knows of or should have known of an error in the RFP, but fails to notify the Town of the error, the Vendor shall bid at its own risk, and if awarded the contract shall not be entitled to additional compensation or time by reason of the error or its later correction.
19. **Lobbying Prohibition:** Any communication regarding this solicitation for the purpose of influencing the process or the award, between any person or affiliates seeking an award from this solicitation and the Town, including but not limited to the Town Council, employees, and consultants hired to assist in the solicitation, is prohibited.

This prohibition is imposed from the time of the first public notice of the solicitation until the Town cancels the solicitation, rejects all responses, awards a contract, or otherwise takes action which ends the solicitation process. This section shall not prohibit public comment at any Town Council meeting, study session or Town committee meeting

This prohibition shall not apply to communication with the official contact(s) specifically identified in the solicitation or Town-initiated communications for the purposes of conducting the procurement, and in the manner prescribed in the solicitation, including but not limited to pre-bid conferences, clarification of responses, presentations if provided for in the solicitation, requests for Best and Final Proposals, contract negotiations, interviews, protest/appeal resolution, or surveying non-responsive vendors.

Violations of this provision shall be reported to Purchasing. Persons and/or entities violating this prohibition may be subject to a warning letter, rejection of their response, or debarment by the Town, in the Town's discretion, depending on the nature of the violation.

STANDARD TERMS AND CONDITIONS

1. Definitions

- a. The "Contract" is set forth in the RFP and Contract Form and includes as part of the specifications the Instructions to Offeror, Standard Terms and Conditions, Special Terms and Conditions, and Scope of Services, to the extent they exist (collectively "Contract Documents").
- b. The "Work" of the Contractor shall consist of furnishing all labor, materials, equipment, tools, machinery, supplies, transportation, traffic control, supervision services, etc., necessary for the completion of the Project.
- c. The authorized representative of the Town shall be the Town Manager, or his/her designee.

2. **Authority:** This Solicitation as well as any resultant contract(s) is issued under the authority of the Town. No alteration of any resultant contract may be made without the express written approval of the Town in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract. Any such action is subject to the legal and contractual remedies available to the Town inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

3. **Applicable Law:** In the performance of the resultant contract, Contractors shall abide by and conform to any and all laws of the United States, State of Arizona, Pinal County, and the Town of Florence including but not limited to federal and state executive orders providing for equal opportunities, the Federal Occupational Safety and Health Act and any other federal, state, county or local laws applicable to the contract.

The resultant contract shall be governed by the State of Arizona and suit pertaining to the contract may be brought only in courts in the State of Arizona.

The contract is subject to the provisions of ARS §38-511; the Town may cancel the contract without penalty or further obligations by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Town or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity, or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. **Legal Remedies:** All claims and controversies shall be subject to resolution according to the terms of the Town of Florence Purchasing Policy.

5. **Contract:** The resultant contract between the Town of Florence and the Contractor shall include the: (1) RFP, including instructions, all terms and conditions, specifications, scope of work, attachments, and any amendments thereto and the Contract Documents, and (2) the offer submitted by the Offeror in response to the RFP only to the extent it is consistent with the RFP terms and Contract Documents. In the event of a conflict in language between the RFP and the Offer, the provisions and requirements of the RFP shall govern. In event of a conflict in language between the RFP and the Contract, the provisions and requirements of the Contract shall govern. The Town reserves the right to clarify in writing, any contractual terms with the concurrence of the Offeror. The RFP shall govern in all matters not addressed in the Contract.

6. **Contract Amendments:** Any contract resulting from this solicitation shall be modified only by a written contract amendment signed by the Town of Florence and persons duly authorized to enter into contracts on behalf of the Contractor.

7. **Non-Exclusive Contract:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the Town of Florence. The Town reserves the right to obtain like goods or services from another source when necessary in the sole discretion of the Town.

8. **Multiple Awards:** A contract under this proposal may be awarded to multiple vendors. The Town reserves the right to make multiple awards to more than one offeror.
9. **Relationship of Parties:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Offeror is advised that taxes or Social Security payments will not be withheld from any Town payments issued hereunder and that the Offeror should make arrangements to directly pay such expenses, if any.
10. **Subcontracts:** The Contractor shall enter into no subcontract with any other party to furnish any of the material, service, or construction specified herein without the advance written approval of the Town. The Contractor is responsible for contract performance whether or not Subcontractors are used.
11. **Payment:** The Town will make every effort to process payment for the purchase of goods or services within sixty (60) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. A Town issued purchase order is required prior to any services being rendered.
12. **Indemnification:** Any resultant contract shall contain the following indemnification:

To the fullest extent permitted by law, the contractor shall defend, indemnify and hold harmless the Town of Florence and its officers, officials, agents and employees from and against all claims, damages, losses, and expenses (including but not limited to attorneys' fees, court costs, and the costs of any appellate proceedings), arising out of, alleged to have arisen out of, related to, or resulting from the performance of the work or the delivery of goods or materials under the contract. In addition, the contractor shall, at his or her own expense, defend the Town of Florence in all litigation, pay all attorney's fees, damages, court costs and other expenses arising out of the litigation of claim or incurred in connection therewith; and shall at his or her own expense, satisfy and cause to be discharged such judgments as may be obtained against the Town or any of its officers, agents and employees.

In any and all claims against the Town of Florence and its officers, agents and employees, by any employee of the contractor and / or subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by the amount and type of insurance coverage that Contractor is required to obtain, any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor under Worker's Compensation acts, disability benefits acts or other employee benefits acts.

13. **Overcharges by Antitrust Violations:** The Town maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the Town any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
14. **Force Majeure:** Except for payment for sums due, neither party shall be liable to the other not deemed in default under the resultant contract if and to the extent that such party's performance of the contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts; injunctions, intervention, acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party in writing of the existence of the

force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party, exercising reasonable diligence, from resuming performance in accordance with the resultant contract. Force Majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *certified-return receipt requested* and shall make specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing of the end of the majeure delay. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the resultant contract.

15. **Right to Assurance:** Whenever one party to the resultant contract in good faith has reason to question the other party's intent to perform the questioning party may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
16. **Right to Audit Records:** The Town may, at reasonable times and places, audit the books and records of any contractor as related to any contract held with the Town and the Contractor shall reasonably cooperate with such audit.
17. **Right to Inspect Place of Business:** The Town may, at reasonable times inspect the place of business of a contractor or subcontractor which is related to the performance of any contract as awarded or to be awarded, and the Contractor shall reasonably cooperate with such inspection, and reserve such inspection right to the Town in any agreement with any subcontractor.
18. **Inspection:** All material and/or services are subject to final inspection and acceptance by the Town. If materials and/or services provided by the Contractor fail, in the Town's reasonable judgment, to conform to the specifications of the resultant contract the Town may elect, in the Town's sole discretion to do any or all of the following, which shall be cumulative and non-exclusive:
 - a. Hold such non-conforming goods at the Contractor's risk;
 - b. Return such non-conforming goods to the Contractor, in which event all costs, including the cost of bringing such goods into compliance, will be the responsibility of the Contractor;
 - c. Waive the non-conformance; and
 - d. Direct the contractor to stop the work immediately
19. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the Town for the purpose of assuring that information contained in its records or obtained from the Town remains confidential pursuant to applicable requirements.
20. **Liens:** The Contractor shall cause all materials, service or construction provided or performed under the resultant contract to be free of all liens, and if the Town requests, Contractor shall deliver appropriate written releases, in statutory form of all liens to the Town.

21. **Licenses:** Contractor shall maintain in current status all Federal, State, and Local licenses and permits required for the operation of the business conducted by the Contractor and the services to be performed under the resultant contract
22. **Permits and Responsibilities:** The Contractor shall, without additional expense to the Town, be responsible for obtaining any necessary licenses and permits and for complying with any applicable Federal, State and Municipal Laws, codes and regulations in connection with the execution of the work.
23. **Patents and Copyrights:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this RFP or the resultant contract are the property of the Town and shall not be used or released by the Contractor or any other person except with the prior written permission of the Town.
24. **Sales and Use Tax:** The Vendor agrees to comply with and to require all of his subcontractors to comply with all provisions of the Arizona State Sales Tax Law and Compensation Use Tax Law and all amendments to same. The Vendor further agrees to indemnify and save harmless the Town of Florence, Arizona, of and from any and all claims and demands made against it by virtue of the failure of the Vendor or any subcontractor to comply with the provisions of any or all said laws and amendments.
25. **Termination for Non-Appropriation:** Any contract entered into by the Town shall automatically terminate at the end of the then current fiscal period for non-appropriation of funds if the Town's governing body fails to appropriate funds to pay for the payments contemplated by the contract. The Town's fiscal period ends June 30th of each year.
26. **Termination for Convenience:** Town reserves the right to terminate the resultant contract or any part thereof for its sole convenience with thirty (30) days written notice. Contractor shall receive payment for the goods and materials already shipped to the Town, provided such goods and materials are received by the Town and conform to the requirements of the applicable contract.
27. **Termination for Cause/Remedies:** The Town reserves the right to terminate the contract or any part thereof for cause, upon such written notice shall be reasonable in the circumstances. Cause as used herein shall include but not be limited to:
- a. The contractor provides material that does not meet the specifications of the contract;
 - b. The contractor fails to adequately perform the services set forth in the contract;
 - c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
 - d. The contractor fails to make progress in the performance of the contract and/or gives the Town reason to believe that the contractor will not or cannot perform to the requirements of the contract.

The contractor shall have ten (10) days from receipt of the Town's written notice to provide a satisfactory response to the Town regarding the cause and the steps the contractor has or will undertake to address all issues of concern. In the event the contractor fails to address any issue of concern the Town may, at its sole option, pursue one or more of the following remedies:

- a. Cancel any contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- c. In case of default, the Town reserves the right to purchase materials, or to complete the required work. The Town may recover any actual excess costs from the contractor by:
 - i. Deduction from an unpaid balance;

- ii. Collection against the bid and/or performance bond, or;
- iii. Any combination of the above or any other remedies as provided by law.

28. **Waiver:** One or more waivers by Town of any provision, term or requirement of this Contract, or breach thereof, shall not be construed as a waiver of a subsequent breach.
29. **Cooperative Use of Contract:** In addition to the Town of Florence and with the approval of the contracted vendor, this contract may be extended for use by other municipalities, school districts and government agencies of the State.
30. **Compliance with Federal and State Laws:** 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.

Pursuant to the provisions of A.R.S. §41-4401, the Contractor warrants to the Town that the Contractor 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).

The Town will not consider the Contractor or any of its subcontractors in material breach of this Contract if the Contractor 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 A.R.S. §23-214(A). The "E-Verify Program" means the employment verification pilot program as jointly administered by the United States Department of Homeland Security and the Social Security Administration or any of its successor programs.

The provisions of this Article 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.

SPECIAL TERMS AND CONDITIONS

1. **Term of Contract:** The Initial Term of any resultant contract shall commence on July 1, 2013 and end on June 30, 2014.
 - a. **Option to Renew.** After the Initial Term, Town shall have the option at its sole discretion to renew this Agreement for up to four (4) additional one-year terms (each, a "Renewal Term"). The Initial Term and any Renewal Terms shall be collectively referred to herein as the "Term." To exercise its option, Town shall provide written notice to Contractor not later than 60 calendar days preceding the scheduled date of expiration of the then-current Term. The Town's notice of non-renewal of the Agreement shall be provided to Contractor no less than 60 days prior to the expiration of any term of the Agreement. This provision in no way limits the Town's right to terminate this Agreement at any time during the Term pursuant to the applicable provisions of this Agreement. In the event no written notice is provided to the Contractor then the renewal shall be deemed exercised and the Agreement Party will automatically be renewed for one year. Notwithstanding the above, Town may request Contractor to renegotiate the operational terms of this Agreement one year after the Commencement Date.

2. **Evaluation:** Award(s) shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the Town. The Town of Florence shall evaluate proposals based upon an overall best value determination with the following criteria listed below in relative order of importance.
 - a. Qualifications and Experience 10 points

 - b. Method of Approach 20 points
 - 1) **Technical Method.** Reasonable operating plan for all services required.
 - 2) **Operations.** Reasonable approach for waste receiving, processing, and disposal. Proposed equipment provide for sound, reliable service.
 - 3) **Processing plans.** Proposed methodology for processing feasible and appropriate.

 - c. Cost/Fee 35 points

 - d. Proximity to Florence 30 points

 - e. Overall conformance to Request for Proposal (RFP) including proposal format and required responses. 5 points

Note: References and current work history are part of the evaluation process and may be confirmed. Negative responses shall be a basis for disqualification.

3. **Discussions/Interviews with Responsible Offerors and Revisions to Proposal:** The Town reserves the right to conduct personal interviews or require presentation of any or all proposals prior to selection. The Town will not be liable for any costs incurred by the Offeror in connection with such interview/presentations. Discussions may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award; for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals, and such revisions may be permitted

after submissions and prior to award, for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors. The purpose of such discussions shall be to:

- a. Determine in greater detail such offeror's qualifications;
 - b. Explore with the offeror the scope and nature of the project, the offeror's proposed method of performance, and the relative utility of alternate methods of approach;
 - c. Determine that the offeror will make available the necessary personnel and facilities to perform within the required time;
 - d. Agree upon compensation which is fair and reasonable, taking into account the estimated value of the required services/equipment, the scope and complexity of the proposed project and nature of such services/equipment.
5. **Insurance:** The Town requires complete and valid certificates of insurance in compliance with the requirements of Exhibit A, prior to the commencement of any service or activity specified in this solicitation. The Town will notify the successful contractor(s) of the intent to issue a contract award. The successful contractor(s) shall at that time submit a copy of the insurance certificate for coverage with minimum amounts stated. The coverage shall be maintained in full force and effect during the term of the contract and shall not serve to limit any liabilities or any other contractor obligations. The Town may, at any time while this Contract is in effect, request copies of any or all insurance policies, which shall be provided to Town within five (5) business days of such request.
6. **F.O.B. Point:** Prices shall be F.O.B. destination.

SCOPE OF SERVICES

1. **Background:** The Town of Florence, Arizona was incorporated in 1900 and is located in the southeast metropolitan valley area. It is governed by an elected Mayor and Council, with administration provided by a Town Manager. The Town limits consist of approximately 62 square miles of residential, commercial, and municipal areas. The Town has an estimated population of 25,500.
2. **Overview:** The Town of Florence Town Manager's Office requests proposals from firms interested in providing disposal services for the trash collected by Town of Florence residents. Experience working with municipalities or other government entities is highly desirable.
3. **Project Description:** It is the intent of the Town to enter into a contract with a landfill or transfer station operator for the disposal of solid waste by the Town of Florence residents. This firm will be responsible for providing a destination for the Town of Florence residents to dispose of solid waste.
 - a. Transportation of Solid Waste:
 - i. The Town may transport solid waste collected to the disposal facility Monday thru Saturday.
 - ii. The Proposer shall provide weigh tickets of each load disposed at the disposal facility on a daily basis.
 - b. Disposal of Solid Waste
 - i. The proposer (s) shall be solely responsible for the disposal of Solid Waste transported from the Town of Florence residents.
 - ii. Maintenance of the disposal site infrastructure, examples being the condition of the working face and disposal facility access roads, shall not impeded the off-loading of Solid Waste from the Town's residents.
 - iii. The Disposal Facility identified by the proposer shall comply with all federal, state, and local laws, ordinances, and regulations including the rules, regulations and guidelines promulgated and adopted by the State of Arizona, Arizona Department of Environmental Quality, or other state regulatory agencies in operating a Disposal Facility.
 - c. Transportation and/or Disposal Operations
 - i. Hours of Operation: Any time restrictions shall be affected only upon mutual understanding of the Town of Florence and the Proposer.
 - ii. Holidays: The Proposer shall specify holidays to be observed.
 - iii. Office: The Proposer shall maintain an office or other such facilities through which it can be contacted on regular disposal days.
 - iv. Methodology and denoting of any restrictions i.e., receipt of loads, methodology in user fee calculations, documentation of loads disposed, scale house weighing procedures, record keeping and reporting, load checking, customer service policy.
 - d. General
 - i. Disposal Facility means the disposal of Solid Waste and Bulk Waste by the Town that may include minimal amounts of Construction and Demolition debris that may be hauled separately by the Town.
4. **Period of Service:** Disposal Facilities services shall be requested on July 1, 2013.
5. **Town Responsibilities:** Town residents shall transport the solid waste to the Offeror's disposal location.
 - a. Designate the name of a Town employee who will serve as the contract administrator during the term of the

resultant contract. The contract manager has the authority to administer the contract and shall monitor consultant compliance with all terms and conditions stated herein. All requests for information or decisions by Town on any aspect of the work shall be directed to the contract administrator.

6. Operational Information

6.1 Site Access

The access road entrance shall have signs posted at the entrance to the Landfill/Transfer Station identifying the name of the facility, owner and operator, hours of operation, and site restrictions. Posted along the access roads should be various traffic signs and temporary barriers to guide users of the facility to the disposal unloading area. When the Landfill/Transfer Station is not open for business, the front gate is to be closed.

6.2 Solid Waste Acceptance, Handling, and Placement

Users of the Landfill/Transfer Station normally check in at the scale house with the scale house attendant to receive directions to the working face, to verify the user as a Town of Florence with a recent utility bill and driver's license with the same address, and to have their loads observed or inspected (load checking). Hazardous and liquid wastes are not to be accepted.

Construction/demolition debris and white goods are not to be accepted for disposal as part of this Contract.

- a. Construction/demolition materials such as building rubble, concrete, asphalt, porcelain products (toilets, sinks, etc.), rock, bricks, and other appropriate materials are defined by the Town of Florence Town Code as "All solid waste, building materials, rubble, soil, and spoils from construction remodeling, repair and demolition operations and shall not be accepted for disposal in weights of greater than twenty-five (25) pounds."
- b. White goods, or metal appliances (e.g., refrigerators, washing machines, dishwashers, etc.), shall not be accepted for disposal.
- c. Yard Waste defined by the Town of Florence Town Code as "branches, palm fronds, twigs, weeds, leaves, grass and vegetation clippings" are acceptable materials for disposal except if is provided by a landscaping entity then it is unacceptable.
- d. Section 52.048 of the Town Code entitled "Residential Bulk Trash Placement and Collection Services" provides items that are acceptable or not acceptable for disposal at the disposal facility unless noted above.

Traffic is directed from the Landfill entrance to either the public tipping area or Landfill/Transfer Station tipping pad via site access roads. Access roads, both temporary and permanent, are to be designed, constructed, and maintained to allow orderly egress and ingress of vehicular traffic when the facility is in operation, including during inclement weather. There is no need for a traffic spotter at the Landfill since only a small number of vehicles may enter the site. Proper signage and cones directing traffic areas at the active face may be necessary.

6.3 Inclement Weather Operations

Operations continue and solid waste is placed in wet weather, except when the rainfall is extreme or high winds are present. In extremely wet weather, operations may be reduced.

PROPOSAL FORMAT AND REQUIRED RESPONSES

The information set forth in the paragraphs below **must** be included with all proposals. Failure to provide any of the information requested by these paragraphs may be grounds for the Town to reject a proposal.

In order for the Town to conduct a uniform review process, all proposals should be submitted in the format set forth below.

1. **Offer Sheet:** The Offer Sheet **must** be completed and returned with the Offeror's proposal. Failure to return the Offer Sheet and to sign it is grounds for the Town to reject a proposal.
2. **Proposal Format:** A total of one (1) original (label original) and six (6) copies of the proposal shall be submitted in the format indicated in the Proposal Format and Requirement section of the RFP.
3. **Table of Contents:** The Table of Contents must indicate the material included in the proposal by section and page number. A proposal's table of contents should mirror this section of the Town's Request for Proposal and must include all the items set forth in this section of the Request for Proposal.
4. **Letter of Transmittal:** A letter of transmittal **must** be submitted with an Offeror's proposal. The letter must include:
 - a. A statement of the Offeror's understanding of the services required by the Request for Proposal listed in the scope of services.
 - b. The names of the persons who are authorized to make representations on behalf of the Offeror (include their titles, addresses, fax number, e-mail addresses and telephone numbers).
 - c. A statement that the individual who signs the transmittal letter is authorized to bind the Offeror to contract with the Town.
5. **Detailed Proposal:** Proposal shall include but not limited to the information as provided in the Scope of Services.
6. **Method of Approach:** Provide your recommended approach to meeting the Town's needs for disposal services.
 - a. Provide a detailed narrative response that clearly demonstrates the Offeror's approach to the items listed in the Scope of Services.
7. **Qualifications and Experience**
 - a. Provide a detailed narrative response that clearly demonstrates the firm's qualifications and experience in the following:
 - i. History of success of working with a city or town on providing disposal services.
 - ii. Submit at least three (3) references from current and/or past municipal clientele. Information should include description of services received.

- iii. Provide information about disposal site locations.
 - iv. Identify any proposed sub consultants and provide the information requested above for all sub consultants.
8. **Cost/Fee:** Provide fee schedule that includes a per ton fee for the services specified in the Scope of Services.
9. **Disclosures:** Disclose any professional or personal financial interest, which could be a possible conflict of interest in providing products and services to the Town.
10. **Price Page:** Completed Price Page.

PRICE PAGE

List rates per disposal site

Year 1 (Initial Term), Proposed Disposal Service Fee for receiving and processing materials at the following Facility.

Location of disposal site: _____

Municipal Solid Waste Cost per ton: _____

Hours of operation: _____

CLARIFICATIONS and/or EXCEPTIONS:

Bidder has examined copies of all of the bidding documents and of the following Addenda (receipt of which is hereby acknowledged):

Date	Addendum Number
_____	_____
_____	_____
_____	_____

OFFER SHEET

MANDATORY – RETURN THIS PAGE WITH YOUR RESPONSE. UNSIGNED OFFERS WILL BE CONSIDERED NON-RESPONSIVE AND REJECTED.

To the Town of Florence: By signing below, Offeror certifies that he/she has read, understands, and will faithfully execute the terms and conditions stated herein. The signer also certifies that he/she is an officer or duly authorized agent of the Offeror's firm with full power and authority to submit binding offers for the goods or services as specified. Offeror certifies that the prices offered were independently developed without consultation with any of the other offerors or potential offerors.

Authorized Signature (required)

Company Name

Printed Name

Address

Title

City, State, Zip

Arizona Transaction (Sales) Privilege Tax License Number

Telephone Number

Federal Employer Identification Number

Fax Number

**For clarification of this offer contact:
(If different from above)**

Contact Name

Company E-mail Address

E-mail Address

Telephone Number

Exhibit "A"

Insurance

1. General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the Town does not represent that coverage and limits will be adequate to protect Contractor. The Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement 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 Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. 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 Agreement, the Town, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

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

E. Primary Insurance. Contractor's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the Town as an Additional Insured.

F. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the Town, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers

incorporated into each policy via formal written endorsement thereto.

G. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the Town. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

H. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the Town and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

Town of Florence Insurance Requirements for Contractors

Employer’s Liability	\$1,000,000
Contractors General Liability	
a. General Aggregate	\$2,000,000
b. Products – Completed Operations Aggregate	\$2,000,000
c. Personal and Advertising Injury	\$2,000,000
d. Each Occurrence (Bodily Injury and Property Damage)	\$2,000,000
e. Excess or Umbrella Liability	
1.) General Aggregate per job	\$3,000,000
per policy year	\$5,000,000
2.) Each Occurrence per job	\$3,000,000
per policy year	\$5,000,000
Automobile Liability	
a. Bodily Injury:	
Each Person	\$1,000,000
Each Accident	\$1,000,000
b. Property Damage	
Each Accident	\$1,000,000

c. Combined Single Limit of \$1,000,000

Contractual Liability

a. Bodily Injury:
 Each Accident \$2,000,000
 Annual Aggregate \$2,000,000

b. Property Damage:
 Each Accident \$2,000,000
 Annual Aggregate \$2,000,000
 Each Accident \$2,000,000
 Annual Aggregate \$2,000,000

Workman's Compensation

a. Bodily Injury by Accident each accident \$1,000,000
b. Bodily Injury by Disease each employee \$1,000,000
c. Bodily Injury by Disease policy limit \$1,000,000

The Town of Florence requires that a certificate of Liability and Workman's Compensation Insurance be provided with limits of liability and the Town of Florence named as additional insured.

(SAMPLE CONTRACT)

**SOLID WASTE DISPOSAL SERVICES AGREEMENT
BETWEEN
TOWN OF FLORENCE
AND**

This SOLID WASTE DISPOSAL SERVICES AGREEMENT (this "Agreement") is made on _____ 2013 (the "Effective Date") between THE TOWN OF FLORENCE, an Arizona municipal corporation (the "Town") and _____, a(n) _____ (the "Contractor").

RECITALS

A. The Town issued a Request For Proposals, "Landfill or Transfer Station Services for Residents (the "RFP")", a copy of which is attached hereto as Exhibit A and incorporated herein by reference, seeking proposals from vendors for residential disposal services and bulk waste disposal services for residents within the corporate limits of the Town of Florence (the "Services").

B. The Contractor submitted a proposal in response to the RFP (the "Proposal"), which is attached hereto as Exhibit B and incorporated herein by reference, and the Town desires to enter into an Agreement with the Contractor for the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and the Contractor hereby agree as follows:

1. Representations.

1.1 Relationship of the Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever.

1.2 Representations by Town. The Town represents to the Contractor that the Town is duly organized and existing in good standing under the laws of the State and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this

Agreement. The Town further represents that the person signing on its behalf has been properly authorized and empowered to enter into this Agreement. The Town acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

1.3 Representations by Contractor. The Contractor represents to the Town that at the time of execution of this Agreement:

A. Authority. The Contractor is duly qualified and in good standing to do business in the State and is duly qualified and in good standing to do business wherever necessary to carry on the business and operations contemplated by this Agreement. The Contractor further represents that the person signing on its behalf has been properly authorized and empowered to enter this Agreement. The Contractor further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

B. Solid Waste Disposal. The Contractor has entered into a contract for Disposal Services.

C. Licenses; Materials. The Contractor has obtained all applicable environmental and other governmental permits, licenses, permits and authorizations that are (1) necessary for providing the Services and (2) required to be issued under Federal, State, local law, regulation, rule or ordinance. Contractor shall maintain in current status all Federal, State and local licenses, permits and authorizations required for the operation of the business conducted by the Contractor. The Town has no obligation to provide Contractor, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The Town has no obligation to provide tools, equipment or material to Contractor.

D. Insurance/Bonds. The Contractor has obtained and submitted to the Town (1) certificates of insurance for all required insurance coverage specified in this Agreement.

E. Legal Arizona Workers Act Compliance: To the extent applicable under A.R.S. § 41-4401, the Contractor and its subcontractors warrant compliance with the federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractors' breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement. The Town retains the legal right to randomly inspect the papers and records of the Contractor and its subcontractors who work on the Agreement to ensure that the Contractor and its subcontractors are complying with the above-mentioned warranty. The Contractor and its subcontractors warrant they will keep the papers and records which relate to the requirements of this paragraph open for inspection during normal business hours.

F. No Legal Action Pending. To the best of the Contractor's knowledge, there is no action, suit or proceeding, at law or equity, before or by any court or government authority, pending or threatened against the Contractor, wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by the Contractor of its obligations hereunder or the other transactions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of this Agreement, or any other contract or instrument entered into by the Contractor

in connection with the transactions contemplated hereby.

2. Term of Agreement.

2.1 Initial Term. Unless terminated sooner in accordance with the provisions of this Agreement, the term of this Agreement shall commence on the Commencement Date and shall continue in effect until the Expiration Date (the "Initial Term").

2.2 Option to Renew. After the Initial Term, Town shall have the option at its sole discretion to renew this Agreement for up to four (4) additional one-year terms (each, a "Renewal Term"). The Initial Term and any Renewal Terms shall be collectively referred to herein as the "Term." To exercise its option, Town shall provide written notice to Contractor not later than 60 calendar days preceding the scheduled date of expiration of the then-current Term. This provision in no way limits the Town's right to terminate this Agreement at any time during the Term pursuant to the applicable provisions of this Agreement. In the event no written notice is provided to the Contractor then the renewal shall be deemed exercised and each Party will automatically be renewed on a year to year basis.

3. Solid Waste Services, Bulk Waste Services and Recycling Services. The Contractor shall begin providing the services set forth in this Section on their respective Commencement Dates.

3.1 Solid Waste.

A. Residential Solid Waste Services. Contractor shall dispose of the Residential Solid Waste at the Disposal Facility.

4. Inspection of Loads and Rejected Loads.

4.1 Contractor's Right to Inspect Loads. The Contractor may inspect each delivery prior to and upon their discharge at the Facility.

4.2 Procedure upon Rejection of Load.

A. Notice of Rejected Load. If the Contractor designates a load as a Rejected Load for a reason. Contractor must provide written notice to the Town, including the reason the load was designated a Rejected Load.

5. Ownership.

5.1 Disposal Facility and Recycling Facility Equipment. The Disposal Facility and any other processing center used to perform the Services shall be equipped with adequately sized truck scales and computerized record-keeping systems for weighing and recording all incoming and outgoing delivery vehicles and vehicles transporting Materials. Contractor shall separately weigh, record and tabulate each load from Town residents.

6. Personnel. Contractor shall assign a qualified person or persons who will be in charge of its operations within the Town and authorized to make decisions on Contractor's behalf and shall provide the name, office telephone number, mobile phone number, email address and facsimile number of Contractor's representatives and key personnel to the Contract Administrator.

7. Hours of Operation and Holidays. Contractor shall not make any changes to the hours of operation as provided in this Section without the prior, written approval of the Contract Administrator.

7.1 Disposal Facility. Excluding holidays as defined in subsection below, Contractor shall maintain, or cause its provider to maintain, the Disposal Facility open and available to receive Solid Waste five days per week (Mon-Sat) between 7:00 AM, Local Time to 6:00 PM, Local Time.

7.2 Holidays. For purposes of this Agreement, "Holidays" shall include the following:

- A. New Year's Day
- B. Thanksgiving Day
- C. Christmas Day

8. Customer Service Complaints. Contractor and Contractor's employees understand that customer service is of great importance to the Town. Contractor and its employees will work diligently to provide high quality customer services to the Town and all customers.

9. Customer List, Billing and Collections, Payment and Annual Adjustments.

9.1 Customer List. On or prior to 2013, the Town shall provide Contractor with a Residential Service Unit customer list and a Town Facility customer list. Contractor shall provide Disposal Services to all Town residents and Town Facility customers.

9.2 Billing and Collection.

A. Solid Waste and Bulk Waste Disposal Services. The

Contractor shall bill Residential Service Units for Residential Solid Waste and Bulk Waste in accordance with the rate structure established, respectively, attached hereto as a part of the Price Page and as may subsequently be adjusted as set forth in this Agreement.

1. Understandable Bills. Bills will be clear, concise and understandable. Bills must be fully itemized, clearly delineating all activity during the billing period, including optional charges, rebates and credits.

2. Delinquent and Closed Accounts. The Contractor shall discontinue refuse disposal service at any Residential Unit as set forth in a written notice sent to it by the Town.

Upon further notification by the Town, the Contractor shall resume refuse collection on the next regularly scheduled disposal day.

3. Individual Rights. Contractor shall not deny service, deny access, or otherwise discriminate against citizens on the basis of race, color, religion, national origin, sex, age, or disability. Contractor shall comply at all times with all other applicable federal, state, and local laws and regulations, and as amended from time to time, relating to nondiscrimination.

4. Town Payment to Contractor.

4.1 Town Self Hauling Disposal Services. Town shall pay Contractor for Town Residents' Disposal Facility Services at the rates set forth minus any disputed amounts.

9.3 Insurance Requirements. The Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. rating of “___”, or approved and licensed to do business in the State of Arizona with policies and forms satisfactory to the Town. All insurance required herein shall be maintained in full force and effect during the term of this Agreement; failure to do so may, at the sole discretion of the Town, constitute an event of default by the Contractor under this Agreement. The Contractor insurance shall be primary insurance, and any insurance or self-insurance maintained by the Town shall not contribute to it. Any failure to comply with the claim reporting provisions of the policies or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect the Town. The insurance policies required by this Agreement shall name the Town, its agents, officers, officials, and employees as Additional Insured.

A. General Liability. The Contractor shall, at its expense, maintain a policy of comprehensive public liability insurance with a limit of not less than \$1,000,000 for each occurrence and with a \$1,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement, which coverage will be least as broad as Insurance Service Office, Inc., Policy Form CG000211093 (October 2001 version). The coverage shall not exclude X, C, and U. Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as Insurance Service Office, Inc., Additional Insured, Form B, CG20101185 (October 2001 version).

B. Automobile Liability. The Contractor shall, at its expense, maintain a Commercial/Business Automobile Liability Insurance policy with a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 each occurrence with respect to any of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of this Agreement. Coverage will be at least as broad as coverage code I, “any auto”, Insurance Service Office, Inc., Policy Form CA 00011293, or any replacements thereof. Such insurance shall include

coverage for loading and off-loading hazards. If hazardous substances, material or wastes are to be transported, MCS 90 endorsement shall be included and \$2,000,000.00 per accident limits for bodily injury and property shall apply.

9.4 Annual Rate Adjustments. All costs proposed in the Price Page shall remain fixed from the execution of this Agreement through June 30, 2014. On July 1, 2014 and every July 1st thereafter during the Term of this Agreement, all cost of Collection Services, excluding costs associated with Carts, costs associated with Containers, costs of disposal and costs of processing and marketing, shall be adjusted, increased or decreased, according to this Section. The annual adjustment shall be 85% of the Consumer Price Index — All Urban Consumers, CUUSA429SAO, CWUSA429SAO, Not Seasonally Adjusted, Area: Phoenix-Mesa, Item: All items ("CPI").

Notwithstanding the result of the calculation for the composite indices, in no event shall the cumulative rate adjustment (the CPI) exceed 4% per year.

10. Taxes. Contractor shall be responsible for and shall pay all sales, consumer, use and other taxes. When equipment, materials or supplies generally taxable to the Contractor are eligible for a tax exemption due to the nature of the item, Contractor shall assist Town in applying for and obtaining such tax credits and exemptions which shall be paid or credited to Town.

11. Compliance with Laws and Regulations. The Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible remain in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services including the following: (i) existing and future Town and County ordinances and regulations, (ii) existing and future State and Federal laws, (iii) existing and future Occupational Safety and Health Administration ("OSHA") standards, (iv) applicable laws, statutes, codes, rules and regulations related to or prohibiting discrimination in employment in the performance of its work under this Agreement and (v) requirements as established by the Congress of the United States in the Fair Labor Standards Act, as amended from time to time.

12. Compliance with Municipal Code. The Contractor shall acknowledge those provisions of the municipal code of the Town which are applicable, and with any and all amendments to such applicable provisions during the term of this Agreement.

12.1 Residential Bulk Trash Placement and Collection Services.

- A. It shall be unlawful to place bulk trash out for collection more than one week prior to the scheduled placement date. The one week period includes the two weekends prior to the scheduled placement date.
- B. Bulk trash shall be placed out for collection no later than 6:00 a.m. on the scheduled placement date.
- C. Bulk trash placed out for collection shall be in neat stacks.

- D. Bulk trash placed in alleys shall be placed adjacent to the property line. Bulk trash placed out for curbside collection shall be placed on the resident's property, parallel to the street or curb. Bulk trash shall not be placed on the sidewalk or in the street.
- E. Bulk trash shall not be placed within five feet of any fixed object, solid waste or recycling container, or in any manner which would interfere with or be hazardous to pedestrians, bicyclists, equestrians or motorists.
- F. The amount of bulk trash placed for collection shall not exceed a total uncompacted volume of 20 cubic yards.
- G. Items of bulk trash which are acceptable for normal residential collection are:
 - 1. Tree limbs and branches less than four feet in length and 12 inches in diameter;
 - 2. Palm fronds;
 - 3. Metal materials 20 pounds or less;
 - 4. Pipe less than one inch in diameter and less than four feet in length;
 - 5. Cardboard boxes;
 - 6. Bagged or boxed leaves, weeds, grass, small hedge and vegetation clippings;
 - 7. Manufactured items, such as washers, dryers, hot water heaters and appliances and equipment not containing refrigerants;
 - 8. Twenty-five pounds or less of construction and demolition solid waste generated by a resident;
 - 9. Hedge clippings, such as oleanders; and
 - 10. Rubbish consisting only of cardboard, wooden boxes, brush, furniture, appliances, weeds and cuttings from trees or shrubs may be kept separately, without depositing in containers. Bulk materials, such as leaves and lawn clippings, if not placed in containers, shall be in a sack or receptacle for ease of loading. Compost piles may be maintained for fertilization purposes and matter used for fertilization purposes only be transported, kept and used. Nothing in this section shall be construed as to permit the violations of any provision of this code, any ordinance or any rule or regulation of the Department.

- H. Items of bulk trash which are not acceptable for normal residential collection include:
 - 1. More than 25 pounds of construction and demolition solid waste generated by a resident or any amount generated by a contractor;
 - 2. Vehicles or equipment parts in excess of 20 pounds;
 - 3. Metal material in excess of 20 pounds;
 - 4. Tires;
 - 5. Pipe over one inch in diameter or over four feet in length;
 - 6. Cement, cement blocks, bricks, asphalt, stones and dirt; and
 - 7. Lead acid batteries.
- I. It shall be a violation of this chapter to place unacceptable items, an amount exceeding 20 cubic yards or improperly placed bulk trash items out for collection. The responsible party shall remove and dispose of all bulk trash improperly placed, bulk trash exceeding 20 cubic yards and any unacceptable items of bulk trash at their own expense.
- J. The town municipality may abate any violation of this section pursuant herein.
- K. The Director may require that yard waste be separated from other bulk trash for collection in an alternative manner.

13. Town's Rights to Inspect Facilities and Equipment. The Town or any of its duly authorized representatives shall have access, within 24 hours of notification, to inspect Contractor's facilities and equipment, including the Disposal Facility operated by the Contractor, and perform such inspections, as Town deems reasonably necessary, to determine whether the services required to be provided by Contractor under this Agreement conform to the terms hereof and/or the terms of this Agreement. Town shall conduct the inspection of facilities and equipment during hours of operation. Contractor shall make available to Town all reasonable facilities and assistance to facilitate the performance of inspections by Town's representatives.

14. Dispute Resolution.

14.1 Interpretation of Agreement. Except as provided otherwise in this Agreement and to the extent prohibited by law, the Contract Administrator shall be responsible for interpreting this Agreement to resolve disputes that may arise hereunder. The parties agree that any decision rendered by the Contract Administrator in connection with such matters shall be final and binding upon Contractor, the customer and the Town.

14.2 Definition of Claim. As used herein "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of the Agreement terms, or other relief, arising under or relating to this Agreement. A claim by the Contractor shall be made in writing and submitted to the Contract Administrator. When a controversy cannot be resolved by mutual agreement, the Contractor shall submit a written request for final decision to the Contract Administrator. The written request shall set forth all the facts surrounding the controversy.

14.3 Process for Dispute Resolution. In connection with any claim under this clause, the Contractor, at the discretion of the Contract Administrator, may be afforded an opportunity to be heard and to offer evidence in support of its claim. The Contract Administrator shall render a written decision on all claims within 30 Business Days of receipt of the Contractor's written claim, unless the Contract Administrator determines that a longer period is necessary to resolve the claim. The decision shall be furnished to the Contractor by certified mail, return receipt requested, or by any other method that provides evidence of receipt. If a decision is not issued within 30 calendar days, the Contract Administrator shall notify the Contractor of the time within which a decision shall be rendered and the reasons for such time extension. The Contract Administrator's decision shall be final and conclusive. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Agreement in accordance with subsection 24.4 below.

14.4 Operations during Dispute. In the event that any dispute arises between Town and Contractor relating to this Agreement performance or compensation hereunder, Contractor shall continue to render service and receive compensation in full compliance with all terms and conditions of this Agreement as interpreted, in good faith, by the Town, regardless of such dispute. The Contractor expressly recognizes the paramount right and duty of Town to provide adequate services to its residents and further agrees, in consideration of the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court without first negotiating with Town in good faith for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute shall present the matter to mediation in the courts of Arizona. If mediation fails, Contractor shall present the matter to a court in Arizona. Notwithstanding the other provisions in this subsection, Town reserves the right to terminate this Agreement at any time whenever the service provided by Contractor fails to meet reasonable standards of the trade, after Town provides written notice to Contractor pursuant to Section 30 of this Agreement. Upon termination, Town may call the performance bond and apply the cash and surety bond for the cost of service in excess of that charged to Town by the firm engaged for the balance of the Agreement period.

15. Force Majeure. Except for any payment obligation by either party, if the Town or Contractor is unable to perform or is delayed in its performance of any of its obligations under this Agreement by reason of any event of force majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for the Town or Contractor to correct the adverse effect of such event of force majeure. An event of "Force Majeure" shall mean the following events or circumstances to the extent that they delay the Town or Contractor from performing any of its

obligations (other than payment obligations) under this Agreement: acts of God, tornadoes, hurricanes, floods, sinkholes, fires and explosions (except those caused by negligence of Contractor, its agents and assigns), landslides, earthquakes, epidemics, quarantine, pestilence, extremely abnormal and excessively inclement weather, acts of the public enemy, acts of war, terrorism, effects of nuclear radiation, blockades, insurrection, riots, civil disturbances or national or international calamities and suspension, termination or interruption of utilities necessary to the operation of either the Disposal Facility or the Recycling Facility. In order to be entitled to the benefit of this Section, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other party specifying in detail the event of Force Majeure and shall further be required to use its best efforts to cure the event of Force Majeure.

16. Labor Unrest. Labor unrest, including but not limited to strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action conducted by the Contractor's employees or directed at the company will be considered an excuse from performance to the extent that Contractor meets the terms of this Section. Notwithstanding other remedies to which the Town shall be entitled under this Agreement in event of failure to perform, in the event of Contractor's failure to perform, or anticipated failure to perform, due to labor unrest, Contractor shall:

1) Provide a contingency plan to the Town within ninety (90) days of the execution of this Agreement demonstrating how services will be provided during the period of labor unrest. The contingency plan is subject to Town approval and Contractor shall amend the plan to meet Town requirements, including reasonably demonstrating how Town basic collection and sanitary needs will be met to the Town's satisfaction. The contingency plan shall address, at a minimum, the priority of Collection by customer type (residents, hospitals, restaurants, nursing homes, etc.) and waste streams, additional Collection options to be provided (drop-off sites, etc.), source of additional personnel to be utilized and detailed communications procedures to be used.

2) Meet the requirements agreed to in the contingency plan.

3) Meet the requirements below:

Contractor shall meet all requirements under this section or Town may revoke any excuse from performance as offered herein and may further choose to use the enforcement provisions of this Agreement, in which case Contractor is not excused from performance and Contractor shall be obligated to continue to provide service notwithstanding the occurrence of any or all of such events.

17. Procedures In Event of Excused Performance. The party claiming excuse from performance shall, within two (2) days after such party has notice of such cause, give the other party notice of the facts constituting such cause and asserting its claim to excuse under this section.

The interruption or discontinuance of the Contractor's services caused by one or more of the events excused shall not constitute a default by the Contractor under this Agreement. Notwithstanding the foregoing, however, if the Contractor is excused from performing its obligations hereunder for any of the causes listed in this section for a period of thirty (30) days or more, the Town shall nevertheless have the right, in its sole discretion, to terminate this Agreement by giving ten (10) days' notice.

18. Indemnification. To the fullest extent permitted by law, the Contractor, as Indemnitor, shall indemnify, defend and hold Town, its officers, officials, employees, agents and volunteers ("Indemnitees") harmless from and against any and all liability, claims, losses, suits, actions, damages and expenses (including court costs, attorney's fees, and costs of claim processing, investigation and litigation (collectively "Claims") for any bodily injury, sickness, loss of life or loss or damage to property including loss of use, or any violation of any Federal, state or local law or ordinance or other cause related to or arising out of Contractor's performance of its obligations pursuant to the terms of this Agreement, caused, in whole or in part by the negligent or intentional acts or omissions of Contractors, its owners, officers, directors, employees, subcontractors or agents on account of the performance of this Agreement. This indemnity includes any claim or amount arising out of or recovered under the Workers Compensation Law or arising out of the failure of Indemnitor to conform to any Federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Indemnitor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

19. Insurance.

19.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the Town does not represent that coverage and limits will be adequate to protect Contractor. The Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but have 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 Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. 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 Agreement, the Town, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

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

E. Primary Insurance. Contractor's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the Town as an Additional Insured.

F. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the Town, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

G. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the Town. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

H. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the Town and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

Town of Florence Insurance Requirements for Contractors

Employer's Liability	\$1,000,000
Contractors General Liability	
f. General Aggregate	\$2,000,000
g. Products – Completed Operations Aggregate	\$2,000,000
h. Personal and Advertising Injury	\$2,000,000
i. Each Occurrence (Bodily Injury and Property Damage)	\$2,000,000
j. Excess or Umbrella Liability	
3.) General Aggregate per job	\$3,000,000
per policy year	\$5,000,000
4.) Each Occurrence per job	\$3,000,000
per policy year	\$5,000,000
Automobile Liability	
d. Bodily Injury:	
Each Person	\$1,000,000
Each Accident	\$1,000,000
e. Property Damage	
Each Accident	\$1,000,000
f. Combined Single Limit of	\$1,000,000
Contractual Liability	
c. Bodily Injury:	
Each Accident	\$2,000,000
Annual Aggregate	\$2,000,000
d. Property Damage:	
Each Accident	\$2,000,000
Annual Aggregate	\$2,000,000
Each Accident	\$2,000,000
Annual Aggregate	\$2,000,000

Workman's Compensation

d. Bodily Injury by Accident	each accident	\$1,000,000
e. Bodily Injury by Disease	each employee	\$1,000,000
f. Bodily Injury by Disease	policy limit	\$1,000,000

The Town of Florence requires that a certificate of Liability and Workman's Compensation Insurance be provided with limits of liability and the Town of Florence named as additional insured.

20. Miscellaneous.

20.1 Survival. Any rights either party may have in the event it terminates this Agreement pursuant to the terms hereof shall survive such termination.

20.2 Joint Preparation. The preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

20.3 Further Assurance. Contractor and Town agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all such further documents and perform such acts as shall reasonably be requested of it in order to carry out this Agreement and give effect hereto. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties declare their intention to cooperate with each other in effecting the terms of this Agreement.

20.4 Time of the Essence. For purposes herein, the parties agree that time shall be of the essence of this Agreement and the representations and warranties made are all material and of the essence of this Agreement.

20.5 Captions and Section Headings. Captions and section headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

20.6 No Waiver. No waiver of any provision in this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

20.7 Exhibits. All Exhibits attached hereto contain additional terms of this Agreement and are incorporated into this Agreement by reference.

20.8 Independent Contractor. The Contractor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the Town. Contractor, its employees and subcontractors are not entitled to

workers' compensation benefits from the Town. The Town does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. The Contractor and not the Town shall determine the time of its performance of the services provided under this Agreement so long as Contractor meets the requirements of its agreed scope of work. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. Town and Contractor do not intend to nor will they combine business operations under this Agreement.

20.9 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Town and the Contractor.

20.10 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement will promptly be physically amended to make such insertion or correction.

20.11 Severability. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect by a Court of competent jurisdiction, the parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein and the other provisions of this Agreement shall, as so amended, modified, or supplemented, or otherwise affected by such action remain in full force and effect.

20.12 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of and entry into this Agreement.

20.13 Assignment. No right or interest in this Agreement shall be assigned by Contractor without prior, written permission of the Town signed by the Town Manager and no delegation of any duty of Contractor shall be made without prior, written permission of the Town signed by the Town Manager. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor. This Agreement and the rights and obligation contained herein shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

20.14 Subcontracts. This Agreement and any permits required for performance of the Agreement may not be assigned, subcontracted, conveyed, or otherwise disposed of without the prior, written approval of the Town, which will not be unreasonably withheld. No such assignment or subcontracting shall relieve Contractor of its liability under this Agreement. In the event Contractor elects to use any subcontractors, this does not relieve Contractor from any prime responsibility of full and complete satisfactory and acceptable performance under any awarded Agreement.

20.15 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the Town of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the Town to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the Town's acceptance of and payment for services, shall not release the Contractor from any responsibilities or obligations imposed by this Agreement or by law and shall not be deemed a waiver of any right of the Town to insist upon the strict performance of this Agreement.

20.16 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which 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.

20.17 Liens. All materials or services shall be free of all liens and, if the Town requests, a formal release of all liens shall be delivered to the Town.

20.18 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the Town may offset from any money due to the Contractor any amounts Contractor owes to the Town for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The Town may offset from any money due to the Contractor any amounts Contractor owes to the Town for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

20.19 Notices and Requests. Unless a specific time frame for notice is otherwise specifically set forth in this Agreement, any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (C) given to a recognized and reputable overnight delivery service, to the address set forth below or (D) delivered by facsimile transmission to the number set forth below:

If to the Town: Town of Florence
 P.O. Box 2670
 Florence, Arizona 85132
 Facsimile: (520) 868-7564
 Attn: Charles A. Montoya, Town Manager

With copy to: Town Attorney
 P.O. Box 2670
 Florence, Arizona 85132
 Facsimile: (520) 868-7564
 Attn: James Mannato

If to Contractor: _____

 Facsimile: _____

or at such other address and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three Business Days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (C) the following Business Day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following Business Day, or (D) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

20.20 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the Town for the purpose of ensuring that information contained in its records or obtained from the Town or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Agreement. Persons requesting such information should be referred to the Town. 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 this Agreement.

20.21 Records and Audit Rights. Contractor's and its subcontractor's books, records, correspondence, accounting procedures and practices and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or Services pursuant to this Agreement to ensure that the Contractor and its subcontractors are complying with the warranty under subsection 31.22 below (all the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 31.22 below. To the extent necessary for the Town to audit Records as set forth in this subsection, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

20.22 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors 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). Contractor's or its subcontractor's 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 Town.

20.23 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the Agreement, the Scope of Work, the Fee Proposal, the RFP and the Contractor's Proposal, the documents shall govern in the order listed herein.

20.24 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona, Pinal County.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

"Town"

"Contractor"

TOWN OF FLORENCE, an Arizona
municipal corporation

a(n) _____

Mayor

By: _____

ATTEST: _____

Name: _____

Its:
Lisa Garcia, Town Clerk

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.

COUNTY OF PINAL)

This instrument was acknowledged before me on _____, 20, by _____, the Mayor of the TOWN OF FLORENCE, an Arizona municipal corporation, on behalf of the Town of Florence.

Notary Public in and for the State of Arizona

My Commission Expires:

STATE OF _____) ss.

COUNTY OF _____

This instrument was acknowledged before me on _____, 20____,

by _____ as _____ of _____

a(n) _____, on behalf of the corporation.


Notary Public in and for the State of _____

My Commission Expires:

Exhibit A Landfill or Transfer Station Services for Residents (the Proposal)

Exhibit B Proposal (Later)

Exhibit C Prices (Later)

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 15a.
MEETING DATE: July 16, 2018 DEPARTMENT: Community Services STAFF PRESENTER: Bryan Hughes Community Services Director SUBJECT: Design Services Agreement with J2 Engineering and Environmental Design for Poston Butte Preserve Project		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input checked="" type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Approval 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.

BACKGROUND/DISCUSSION:

Expansion and development of the Poston Butte Preserve is part of the 2008 Parks, Trails and Open Space Master Plan, and was included in the recently adopted Strategic Plan 2017-2022.

The Bureau of Land Management (BLM) allows for government entities to apply for public lands under the Recreation and Public Purposes Act. There is no charge to lease the land and upon completion of improvements outlined in the application, the Town could then apply for a patent (restricted deed) for ownership of the land.

The Town has submitted an application to BLM to lease two parcels of the existing approximately 160-acre parcel Town-owned land known as Poston Butte or “F Mountain:

- 80.11-acre parcel on the east
- 129.3-acre parcel on the west side

BLM is currently reviewing the application.

As part of the process, the Town is required to have cultural and biological surveys completed, along with an environmental assessment. That work is being conducted by Westland Resources, Inc. under one of the Town's on-call engineering contracts.

Another part of the process is submitting a minimum 30% design documents. J2 Engineering and Environmental Design (J2), who performed the 2008 Parks, Trails and Open Space Master Plan, is also the firm that developed the Poston Butte conceptual design in 2015. Staff is recommending entering into a Design Services Agreement with J2 for the Poston Butte Preserve Project because of their previous work on the master plan and conceptual design for the project. The proposed fee is in line with the staff estimate for design services, and J2 is prepared to begin immediately, which will keep the acquisition process with BLM moving forward.

A VOTE OF NO WOULD MEAN:

The Town would not begin design on the Poston Butte Preserve Project and efforts to acquire parcels from BLM would be stalled.

A VOTE OF YES WOULD MEAN:

The Town would move forward with design services for the Poston Butte Preserve Project and would be able to provide BLM with the necessary design documentation to move forward with the acquisition of the additional parcels.

FINANCIAL IMPACT:

The cost to create design documents is not to exceed \$109,548 for the design development to a 30% level as required by BLM. The design costs were included in the Fiscal Year 2018-2019 CIP budget for POC-31 Poston Butte Preserve.

ATTACHMENTS:

Agreement
J2 Engineering and Environmental Design Proposal; 2015 Concept Plans

**TOWN OF FLORENCE
PROFESSIONAL SERVICES CONTRACT**

THIS PROFESSIONAL SERVICES CONTRACT ("**Contract**"), is made and entered into as of July 17, 2018 ("**Effective Date**"), and is by and between the Town of Florence, a municipal corporation of the State of Arizona ("**Town**"), and J2 Engineering and Environmental Design LLC ("**Consultant**"). The Town and the Consultant may be referred to in the Contract collectively as the "parties" and each individually as a "party".

RECITALS

WHEREAS, the Town desires to contract for engineering and landscape architectural design services as specified in **Exhibit "A"** ("**Scope of Work**" or "**Services**");

WHEREAS, Consultant is duly qualified to perform the requested Services;

WHEREAS, Consultant has agreed to perform the Services as set forth in **Exhibit "A"** attached hereto and incorporated herein;

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties hereto agree as follows:

AGREEMENTS

1.0 DESCRIPTION, ACCEPTANCE, DOCUMENTATION

Consultant shall act under the authority and approval of the Contract Administrator for the Town, further named herein, to provide the professional services required by this Contract.

1.1 Service Description. The Consultant shall provide the requested services as set forth in **Exhibit "A"** (the "Services"). This Contract includes this agreement, including any attachments, as agreed to by the parties to implement the Services.

1.2 Acceptance and Documentation.

1.2.1 Each deliverable shall be reviewed and approved by the Town Manager or his designee to determine acceptable completion.

1.2.2. The Town shall provide all necessary information to the Consultant for timely completion of the tasks specified in item 1.1 above.

1.2.3 All documents, including but not limited to, data compilations, studies, and/or reports, which are prepared in the performance of this Contract are to be and remain the property of the Town and are to be delivered to the Town Manager before final payment is made to the Consultant.

2.0 FEES, CATEGORIES OF SERVICE AND PAYMENTS

2.1 Fees. Consultant will be paid within 30 days of the receipt of an itemized invoice. Monthly payment may be made to Consultant on the basis of a progress report prepared and submitted by Consultant for the Services completed through the last day of the proceeding calendar month and for the production of the deliverables as spelled out in **Exhibit "A"**. Contract pricing shall be consistent with the Master Contract, **Exhibit "A"** and shall not exceed \$109,548.

2.2 Categories of Service. Services means in response to Task Orders, including **Exhibit "A"**, that may be mutually agreed upon and issued periodically by Town, Consultant shall furnish all necessary work which will be defined and further described as to specific project requirements in each Task Order.

2.3 Payment Approval. Amounts set forth in Section 1.1, 2.1 and 2.2 represent the entire amounts payable under this Contract and shall be paid upon the submission of monthly invoices to and approved by the Town.

2.4 Business License. Consultant will purchase and maintain a business license with the Town of Florence.

3.0 SCHEDULE AND TERMINATION

3.1 Project Schedule. The Consultant shall perform the Scope of Work in accordance with the schedule attached as **Exhibit "A"**.

3.2 Termination.

3.2.1 Termination for Cause: Town may also terminate this Contract with seven (7) days' prior written notice for cause in the event of any default by the Consultant, or if the Consultant fails to comply with any industry standards and customary practices terms and conditions of this Contract. Unsatisfactory performance as judged by Industry standards and customary practices, and failure to provide Town, upon request, with adequate assurances of future performance shall all be causes allowing Town to terminate this Contract for cause. In the event of termination for cause, Town shall not be liable to Consultant for any amount, and Consultant shall be liable to Town for any and all damages sustained by reason of the default which gave rise to the termination.

3.2.2 Termination for Convenience. The Parties reserve the right to terminate this Contract with or without cause upon 30 days' prior written notice. In the event the Town terminates this Contract pursuant to this Section 3.2.2, then in that event the Town agrees to pay for the work performed prior to the date of termination. Town may terminate this Contract, or any part thereof for its sole convenience, at any time without penalty or recourse.

3.2.3 Termination for Violation of Law. In the event Consultant is in violation of any Federal, State, County or Town law, regulation or ordinance, the Town may terminate this Contract immediately upon giving notice to the Consultant.

3.3 Funds Appropriation. If the Town Council does not appropriate funds to continue this Contract and pay for charges hereunder, the Town may terminate this Contract at the end

of the current fiscal period. The Town agrees to give written notice pursuant to Section 4.13 of termination to the Consultant at least thirty (30) days prior to the end of its current fiscal period and will pay to the Consultant all approved charges incurred through the end of such period.

3.4 Terms. The term of this Contract shall be from the Effective Date through satisfactory completion of the Services and acceptance of the Services by the Town. Time is of the essence to the terms of this Contract.

4.0 GENERAL TERMS

4.1 Entire Contract. This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the Services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives of each party.

4.2 Arizona Law. This Contract shall be governed and interpreted according to the laws of the State of Arizona, without reference to choice of law or conflicts of laws principles thereof.

4.3 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.

4.4 Assignment. Services covered by this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the Town Manager. The Town acknowledges the sub-consultant(s) listed in **Exhibit "A"** and consents to the use of that sub-consultant.

4.5 Successors and Assigns. This Contract shall extend to and be binding upon Consultant, its successors and assigns, including any individual, company, partnership or other entity with or into which Consultant shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Consultant shall sell its assets.

4.6 Contract Administrator. The Contract Administrator for the Town shall be the Town Manager or designee. The Contract Administrator shall oversee the execution of this Contract, assist the Consultant in accessing the organization, audit billings, and approve payments. The Consultant shall channel reports and special requests through the Contract Administrator.

4.7 Records and Audit Rights.

4.7.1 Consultant's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the Town to substantiate charges and claims related to this Contract shall be open to inspection and subject to audit and/or reproduction by Town's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the Service, 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 Town'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 section throughout the term of this Contract and for a period of three years after last or final payment.

4.7.2 Consultant shall require all subconsultants, insurance agents, and material suppliers to comply with the provisions of this section by insertion of the requirements hereof in a written agreement between Consultant and such subconsultants, insurance agents, and material suppliers.

4.7.3 If an audit in accordance with this section, discloses overcharges, of any nature, by the Consultant to the Town in excess of one percent (1%) of the monthly billings, the actual cost of the Town's audit shall be reimbursed to the Town 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 thirty (30) days from presentation of Town's findings to Consultant.

4.8 Attorneys' 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 party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

4.9 Ineligible Bidder. The preparer of specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or Consultant on the solicitation for which they prepared the specification.

4.10 Independent Consultant.

4.10.1 The Services Consultant provides under the terms of this Contract to the Town are that of an Independent Consultant, not an employee, or agent of the Town. The Town will report the value paid for these Services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

4.10.2 Town shall not withhold income tax as a deduction from contractual payments. As a result of this, Consultant may be subject to I.R.S. provisions for payment of estimated income tax. Consultant is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

4.11 Conflict of Interest. The Town may cancel any Contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the Town's departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when written notice from the Town is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. § 38-511).

4.12 Compliance with Federal and State Laws.

4.12.1 The Consultant 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.

4.12.2 Under the provisions of A. R. S. § 41-4401, Consultant hereby warrants to the Town that the Consultant and each of its subconsultants 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 "Consultant Immigration Warranty").

4.12.3 A breach of the Consultant Immigration Warranty shall constitute a material breach of this Contract and shall subject the Consultant to penalties up to and including termination of this Contract at the sole discretion of the Town.

4.12.4 The Town retains the legal right to inspect the papers of any Consultant or subconsultant's employee who works on this Contract to ensure that the Consultant or subconsultant is complying with the Consultant Immigration Warranty. Consultant agrees to assist the Town in regard to any such inspections.

4.12.5 The Town may, at its sole discretion, conduct random verification of the employment records of the Consultant and any subconsultants to ensure compliance with Consultant's Immigration Warranty. Consultant agrees to assist the Town in regard to any random verification performed.

4.12.6 Neither the Consultant nor any subconsultant shall be deemed to have materially breached the Consultant Immigration Warranty if the Consultant or subconsultant 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.

4.12.7 "**Services**" are defined as furnishing labor, time or effort in the State of Arizona by a Consultant or subconsultant. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

4.12.8 The provisions of this Section 4.12 must be included in any contract the Consultant enters into with any and all of its subconsultants who provide Services under this Contract or any subcontract.

4.13 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.

In the case of Consultant: J2 Engineering and Environmental Design LLC
4649 E. Cotton Gin Loop, Suite B2
Phoenix, AZ 85040
Attn: Jeff Engelmann, RLA

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

Notices shall be deemed received on date delivered, if delivered by hand, or on the delivery date indicated on receipt if delivered by certified or registered mail.

4.14 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.

4.15 Taxes. Consultant shall be solely responsible for any and all tax obligations which may result out of the Consultant's performance of this Contract. The Town shall have no obligation to pay any amounts for taxes, of any type, incurred by the Consultant.

4.16 Advertising. No advertising or publicity concerning the Town using the Consultant's Services shall be undertaken without prior written approval of such advertising or publicity by the Town Contract Administrator. Written approval is required until such time as the project is complete or any adjudication of claims relating to the Services provided herein is complete, whichever occurs later.

4.17 Counterparts. This Contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

4.18 Captions. The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

4.19 Subconsultants. During the performance of the Contract, the Consultant may engage such additional subconsultants as may be required for the timely completion of this Contract. The addition of any subconsultants shall be subject to the prior approval of the Town. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Consultant. The Town acknowledges the sub-consultant(s) listed in **Exhibit "A"** (if any) and consents to the use of that sub-consultant.

4.20 Indemnification.

4.20.1 To the fullest extent permitted by law, Consultant, its successors, assigns and guarantors, shall indemnify, and hold harmless the Town of Florence, its Mayor, Council members, agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses,

including but not limited to damages for personal injury or personal property damage, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, but only to the extent caused by negligent or intentional actions, acts, errors, mistakes or omissions of the Consultant in the performance of this Contract, including but not limited to, any subconsultant or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Consultant's and subconsultant's employees.

4.20.2 Insurance provisions set forth in this Contract 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 Contract shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

4.21 Changes in the Services.

4.21.1 The Town may at any time, as the need arises, order changes within the scope of the work without invalidating the Contract. If such changes increase or decrease the amount due under the Contract documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by written Change Order.

4.21.2 The Town will execute a formal Change Order based on detailed written quotations from the Consultant for work related changes and/or a time of completion variance. All Change Orders are subject to the prior written approval by the Town Manager.

4.21.3 Contract Change Orders are subject to the Rules and Procedures within the Town's Procurement Code.

4.22 RESERVED

4.23 Alternative Dispute Resolution. If a dispute arises between the parties relating to this Contract, the parties agree to use the following procedure prior to either party pursuing other available remedies:

4.23.1 A meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

4.23.2 If, within 30 days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will jointly appoint a mutually acceptable neutral person not affiliated with either of the parties (the "**neutral**"), seeking assistance in such regard if they have been unable to agree upon such appointment within 40 days from the initial meeting. The fees of the neutral shall be shared equally by the parties.

4.23.3 In consultation with the neutral, the parties will select or devise an alternative dispute resolution procedure ("**ADR**") by which they will attempt to resolve the dispute, and a time and place for the ADR to be held, with the neutral making the decision as to the procedure, and/or place and time if the parties have been unable to agree on any of such matters within 20 days after initial consultation with the neutral.

4.23.4. The parties agree to participate in good faith in the ADR to its conclusion as designated by the neutral. If the parties are not successful in resolving the dispute through the ADR, then the parties may agree to submit the matter to binding arbitration or a private adjudicator, or either party may seek an adjudicated resolution through the appropriate court.

4.24 Town Provided Information and Services. The Town shall furnish the Consultant available studies, reports and other data pertinent to the Consultant's Services; obtain or authorize the Consultant to obtain or provide additional reports and data as required; furnish to the Consultant services of others required for the performance of the Consultant's Services hereunder, and the Consultant shall be entitled to use and rely upon all such information and services provided by the Town or others in performing the Consultant's Services under this Contract.

4.25 Estimates and Projections. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, the Consultant has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the Consultant makes no warranty that the Town's actual project costs, financial aspects, economic feasibility, or schedules will not vary from the Consultant's opinions, analyses, projections, or estimates.

4.26 Access. The Town shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform Services hereunder.

4.27 Third Parties. The services to be performed by the Consultant are intended solely for the benefit of the Town. No person or entity not a signatory to this Contract shall be entitled to rely on the Consultant's performance of its Services hereunder, and no right to assert a claim against the Consultant by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Contract or the performance of the Consultant's Services hereunder.

4.28 Prohibited Boycott. Pursuant to A.R.S. 35-393.01, the Consultant, 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.

5.0 INSURANCE

5.1. General. Consultant agrees to comply with applicable Town 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 Town of Florence. Failure to maintain insurance as specified may result in termination of this Contract at Town of Florence's option. The Consultant is primarily responsible for the risk management if its Services under this Contract, 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 Contract. The Consultant shall require any and all subconsultants to maintain

insurance as required herein naming the Town and Consultant as "Additional Insured" on all insurance policies, except Worker's Compensation and Errors & Omissions, and this shall be reflected on the Certificate of Insurance. The Consultant's insurance coverage shall be primary insurance with respect to all available sources. Coverage provided by the Consultant shall not be limited to the liability assumed under the Indemnification provision of this Contract. To the extent permitted by law, Consultant waives all rights of subrogation or similar rights against Town, its Mayor, councilmembers, officials, representatives, agents, and employees. All insurance policies, except Workers' Compensation and Errors & Omissions, required by this Contract, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of performance of this Contract, 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 Contract at any time. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of this Contract.

5.2 No Representation of Coverage Adequacy. By requiring insurance herein, Town of Florence does not represent that coverage and limits will be adequate to protect Consultant. Town of Florence 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 Contract 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.

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

5.4 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 Town of Florence. Consultant shall be solely responsible for any such deductible or self-insured retention amount. Town of Florence, at its option, may require Consultant to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

5.5 Use of Subconsultants. If any work under this Contract is subcontracted in any way, Consultant shall execute written agreement with subconsultant containing the same Indemnification Clause and Insurance Requirements set forth herein protecting Town of Florence and Consultant. Consultant shall be responsible for executing the agreement with Subconsultant and obtaining Certificates of Insurance verifying the insurance requirements.

5.6 Evidence of Insurance. Prior to commencing any work or Services under this Contract, Consultant shall furnish Town of Florence 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 and that such coverage and provisions are in full force and effect.

5.7 Required Coverage.

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

5.7.2 Worker's Compensation Insurance. Consultant shall maintain Worker's 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 Employer's Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$250,000 disease policy limit.

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

5.7.4 Errors & Omissions Liability. Coverage Amount: \$1,000,000 per occurrence/aggregate, unless higher coverage limits are required under the Master Contract Documents, in which case such higher limits shall apply.

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 has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the Town of Florence by its Town Manager has hereunto subscribed his name this 16th day of July, 2018.

TOWN OF FLORENCE

By: _____

By: _____


Name: _____

Its: _____

ATTEST:

Lisa Garcia, Town Clerk

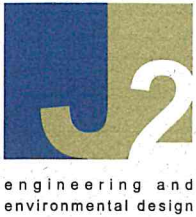
By: J2 Engineering + Environmental
Consultant Design, LLC

By: 
Name: Jeff Engelmann
Its: Vice President

Approved as Form:

Clifford L. Mattice, Florence Town Attorney

Exhibit "A"
Scope of Work/Services



June 11, 2018

Mr. Bryan Hughes, CPRE
Community Services Director
Town of Florence
778 North Main Street
Florence, AZ 85132

Re: POC-31 Poston Butte Open Space and Trails Development

Dear Mr. Hughes,

J2 is pleased to be selected to provide professional engineering and landscape architectural design services for the Poston Butte Open Space and Trails Development for the Town of Florence. The scope of services and fees are based upon our understanding of the project from our previous master planning of the project, your responses to our questions (email 5-15-18), and our phone conversation on May 17, 2018 and on June 7, 2018. J2 will serve as a Prime Consultant for the project providing overall project coordination, civil engineering design and landscape architecture design.

Project Understanding: The Town desires to develop trailhead amenities around Poston Butte. The Town is currently in the process of obtaining the land from the Bureau of Land Management (BLM), to preserve the area around the butte and develop recreational amenities for the Town. A master plan was done in 2015 that shows two phases of development; one phase on the west side of the butte and a second phase on the north east side of the butte. Both phases currently show automobile parking, equestrian parking, restroom facility, shade ramadas, new trails, and connections to existing trails. Access to the area would be off a new entry road that would be developed by the Merrill Ranch Community across a landscape buffer tract. Currently the Town has budgeted \$2.6 million for construction, but would like to spend closer to the \$1.6 to \$2 million if feasible. In order to help refine the project's overall form, the community's needs, and the Town's desired construction budget and phasing approach, this first scope will refine the design for phase 1 improvements, gather community input, evaluate building alternatives, and generate construction cost models. A separate scope and fee will be developed for final construction documents and will be based on the refinements developed by this scope of services. The Town would like to gain BLM approval of the refined design by the end of 2018 with final construction documentation being completed so that construction could start in July of 2020.

Our Lump Sum fee for this project is as follows (see attached fee sheet for break down):

Design

J2 Engineering and Environmental Design	\$67,298.00
Robert Jones Associates – Architecture Restroom Building	\$8,750.00
Hansen Engineering and Surveying	\$23,500.00

Total Fee J2 Design and Subconsultants: **\$99,548.00**

Town of Florence Contingency Allowance: \$10,000.00*

Total Fee: **\$109,548.00**

*Town contingency allowance can only be utilized if authorized in advance by the Town.

We thank you again for the opportunity to be of service to the Town of Florence for this project. We are prepared to begin work immediately. Please do not hesitate to call with any questions.

Sincerely,

Aaron Allan, RLA, ASLA
Project Manager

4649 E. Cotton Gin Loop, Suite B2
Phoenix, AZ 85040
voice 602.438.2221
fax 602.438.2225

POC-31 Poston Butte Open Space and Trails Development

Scope of Services: Design Phase

Task 100 – Project Definition, Site and Area Analysis, Data Collection

J2 will review the existing as-builts that are available for the area surrounding Poston Butte. J2 will submit a design blue stake ticket request to identify which utilities are within the vicinity. J2 will request utility maps from the existing utility companies. J2 will coordinate with our subconsultants on gathering topographic survey for the project area. J2 will visit the site with Town staff to review the existing conditions of the project to help gain further understanding of the project goals and potential site constraints. J2 will perform a site visit to “ground truth” the acquired topographic survey.

J2 will also hold a kick off meeting with the Town to discuss the overall project schedule, discuss the goals of the project. J2 will provide a sign-in sheet, meeting agenda, and prepare meeting minutes. TOF will be responsible for providing a meeting room and inviting all project stakeholders.

Meetings:

- Site Visit with Town Staff: One (1) meeting. This meeting is anticipated to be two (2) hours in duration. J2 will have two (2) representatives at this meeting.
- Site Visit Ground Truth: One (1) meeting. This meeting is anticipated to be four (4) hours in duration. J2 will have three (3) representatives at this meeting.
- Project Kick-off Meeting: One (1) meeting. This meeting is anticipated to be two (2) hours in duration. J2 will have three (3) representatives at this meeting.

Task 200 – Rough Order of Magnitude Opinion of Probable Construction Cost (OPC) and Alternative Evaluation

J2 will provide a rough order of magnitude opinion of probable construction cost (OPC) for the phase 1 improvements that are currently shown on the 2015 master plan. This OPC will also include alternative evaluations of the following:

- Sewer line vs. septic vs. vault vs. composting or other waste disposal systems
- Water vs. waterless site
- Traditional electric vs. solar (site lighting and building)
- Custom Restroom vs. Prefabricated
- Custom Shade Ramada vs. Prefabricated

This cost evaluation process is intended help guide the Town in their design refinement decisions, verify the current project against the Town’s current budget, and provide a potential phasing scheme if needed. J2 will produce a memorandum that summarizes the alternative analysis and documents the Town’s final decisions on design direction.

During this task J2 will develop three (3) conceptual custom ramada designs. Ramadas will be developed with a combination of hand drawn and computer generated graphics to portray the programming and design intent developed with the Town.

During this task J2 will assist the design team’s building architect, along with Town staff, to program the custom restroom building for spacial requirements and overall aesthetics and function.

Meetings:

- Custom Ramada Design Meeting with Town staff: One (1) meeting. This meeting is anticipated to be two (2) hours in duration. J2 will have two (2) representatives at this meeting.
- Restroom Programming Meeting with Town staff: One (1) meeting. This meeting is anticipated to be two (2) hours in duration. J2 will have two (2) representatives at this meeting. (See architecture scope for their attendance and efforts related to this scope item)

- Presentation of OPC for Phase 1 with Town Staff: One (1) meeting. This meeting is anticipated to be two (2) hours in duration. J2 will have three (3) representatives at this meeting.

Deliverables:

- Custom Ramada Designs (3)(PDF)
- OPC for Phase 1
- Alternatives evaluation analysis memo (Draft)
- Alternatives evaluation analysis memo (Final)

Task 300 – Master Plan Refinement and Preferred Alternative Development

Based on the design direction gained from the Town in Task 200 J2 will refine the master plan into a preferred alternative. This refinement will include rough grading, utilities alignments, hardscape development, refinement of building and ramada aesthetics, and on-site drainage analysis. J2 will provide an updated OPC to the Town based on the preferred alternative.

Meetings:

- Design Progress Meeting with Town Staff: One (1) meeting. This meeting is anticipated to be two (2) hours in duration. J2 will have two (2) representatives at this meeting.
- Parks and Recreation Advisory Board Meeting: One (1) meeting. This meeting is anticipated to be two (2) hours in duration. J2 will have two (2) representatives at this meeting.
- Public Meeting: One (1) meeting. This meeting is anticipated to be two (2) hours in duration. J2 will have two (2) representatives at this meeting.

Deliverables:

- Preferred Alternative Site Plan, black and white (1"=200ft scale)(PDF)
- Preferred Alternative Site Plan, color rendered (1"=200ft scale)(PDF)
- Presentation Board with supplemental support graphics depicting area enlargements, ramada elevations, etc. (PDF)(24x36)

Task 400 – Conceptual Development (30%)

J2 will develop initial designs and details for the preferred alternative to a 30% level of completion along with associated Opinion of Probable Cost for submittal to the TOF for review and comments. J2 will submit one full size (24"x36") PDF set to the TOF for review. The TOF shall be responsible for reproductions of any required copies.

Conceptual Development plans will show the character and scope of the work to be performed by the contractor(s) on the project.

The Conceptual Development plans are anticipated to include, but not limited to, the following:

1. Project Cover Sheet
2. Site Plan
3. Preliminary Grading and Drainage Plans
4. Preliminary Roadway Plan and Profiles
5. Preliminary Wet Utility Plans (Water and Sewer)
6. Preliminary Site Lighting Plans
7. Preliminary Restroom Plans and Details (by J2 subconsultant)

Construction document sheets will utilize the Town of Florence standard border and at full-size will be 24"x36". Plan view sheets will be at 1"=10' scale, 1"=20' scale, or 1"=40' scale depending upon the information being depicted. The entire construction document set, including cover sheets, plan sheets, and detail sheets, is anticipated to contain fifty-five (55) sheets produced by J2.

Meetings:

- Comment Resolution Meeting with Town Staff: One (1) meeting. This meeting is anticipated to be two (2) hours in duration. J2 will have three (3) representatives at this meeting.

- Design Progress Meeting with Town Staff: One (1) meeting. This meeting is anticipated to be two (2) hours in duration. J2 will have two (2) representatives at this meeting.
- Parks and Recreation Advisory Board Meeting: One (1) meeting. This meeting is anticipated to be two (2) hours in duration. J2 will have two (2) representatives at this meeting.
- Town Council Presentation: One (1) meeting. This meeting is anticipated to be four (4) hours in duration. J2 will have two (2) representatives at this meeting.
- Bureau of Land Management Meetings with Town Staff: Four (4) meetings. Each meeting is anticipated to be two (2) hours in duration. J2 will have two (2) representatives at this meeting.

Deliverables:

- Conceptual Development Plan set (PDF)(full-size)
- OPC for Conceptual Development Plans (PDF)
- GIS shape file of plan view line work converted from CAD (Digital Files)

Design General Understanding

The TOF shall designate a person for the project to act as the Client's representative with respect to the services to be performed or furnished by the Design Team under this agreement. Such person, department, or committee shall have complete authority to transmit instructions, receive information, interpret, and define the Client's policies and decisions with respect to the Design Team's services for the Project. The TOF shall also provide Key Team personnel to be available in coordination meetings including operations and plan review representatives.

The TOF shall make available to the Design Team existing available data and records relevant to the site that the Town has available.

The TOF shall approve in a timely manner all criteria and information as to Client's requirements for the Project including planning objectives and constraints, performance requirements, any budgetary limitations, and the submittal by the Design Team at the various phases of the projects.

The TOF shall furnish to the Design Team any existing pertinent data prepared by others, including aerial images, electronic base maps, drawings of physical conditions in or relating to existing surface or subsurface utilities or structures within the planning area, hydrographic surveys, environmental or cultural assessments, impact statements, and other relevant environmental or cultural studies pertaining to the project as the TOF has available.

The TOF shall give prompt notice to Design Team whenever Client observes or otherwise becomes aware of any development that affects the scope of services or the project schedule.

The TOF warrants and represents that members of the Design Team have the right to enter upon the real property involved herein, and extends this right to J2. The Design Team agrees to exercise due care in the performance of all services pursuant hereto and acknowledges that it is at our own risk.

The Design Team has provided no environmental or cultural investigations on this site/project, has no knowledge of any adverse environmental or cultural conditions on the site/project, and is not responsible for and has no liability for any such environmental or cultural condition should one be found. It is the responsibility of the TOF to investigate and make these environmental or cultural determinations based on the best knowledge and information available at the time of this project. Clearance to begin work shall be given prior to directing or ordering the preparation of any engineering documents.

The Design Team provides construction documents in full or in part freehand drafting and electronic CAD format. Any electronic files provided are for information and convenience purposes only and the final approved/sealed hard copy plans shall prevail. All construction documents will be developed to the TOF and MAG design and construction standards and specifications.

Design Assumptions and Exclusions:

1. The Design Team has not included the development of any legal descriptions or exhibits.
2. The Design Team has not included any re-platting or rezoning efforts.
3. The Design Team is not providing or producing any environmental, cultural, or biological investigations or clearances.
4. Reproduction of all document sets shall be paid by the TOF and are not included.
5. The Design Team is not providing any permitting fees for this project. All permitting fees shall be paid for by the TOF.
6. This scope of services does not include the design of any traffic signal design, construction sequencing, or traffic control plans.
7. Utility potholing and/or designating utilities has not been included in this scope of services.
8. This Design does not include the design of any below grade or submerged irrigation storage system.
9. Development of phasing plans is not included in this scope of services.
10. No CLOMR, LOMR, or 404 Jurisdictional Delineation has been included in this scope of services.
11. No off-site improvements have been included in this scope and fee proposal.
12. No post design construction administration or construction observation services have been included in this scope of services.
13. No regional hydrology or hydraulic analysis will be performed. J2 will utilize existing previous studies for any regional hydrology or hydraulic data when developing their on-site drainage analysis for proposed wash crossings.
14. It is assumed that new wet utilities (Water and Sewer) will be at the western property line of the West Parcel that the Town is trying to obtain from BLM
15. This scope and fee proposal does not include producing construction documents beyond a 30% level of completion. This scope currently includes 30% development of phase 1 only. No phase 2 improvements are included in this scope or fee proposal.
16. No Structural Engineering or Geotechnical Engineering has been included in this scope of services.
17. Inventory Plans, Salvage Plans, Landscape Plans, Signing-Striping Plans, Hardscape Enlargements, and Coordinate Geometry-Hardscape Plans are not included in this scope and fee proposal and will be generated under a separate contract.

We would expect to start our services after receipt of the Notice to Proceed. This exhibit represents the entire understanding of the Scope of Services as set out herein and may only be modified in writing signed by both parties.

DERIVATION OF COST PROPOSAL: DESIGN SERVICES

**POC-31 Poston Butte Open Space and Trails Development
Town of Florence**

J2 Engineering and Environmental Design, LLC

Classification	Estimated Man Hours	Current Rates	Total
Design Manager	6	\$182.68	\$1,096.08
Project Engineer - Sr.	51	\$156.03	\$7,957.53
Project Engineer	75	\$120.30	\$9,022.50
Senior Project Landscape Architect	93	\$155.14	\$14,428.02
Project Landscape Architect	84	\$105.06	\$8,825.04
Designer	196	\$75.32	\$14,762.72
Designer - Sr	107	\$104.73	\$11,206.11
Total Hours	612	Total Dollars	\$67,298.00
			Total Labor, Overhead, and Profit: \$67,298.00
Estimated Direct Expenses	Estimated	Total	
			\$0.00
Total Direct Expenses			\$0.00
Subconsultants: Design			
Hansen Engineering and Surveying			\$23,500.00
Robert Jones Associates, Inc Architecture			\$8,750.00
Total Estimated Subconsultant Services:			\$32,250.00
Allowances			
Town Contingency Allowance			\$10,000.00
Total Allowances:			\$10,000.00
Total Estimated Cost J2, Subconsultants, and Allowances			\$109,548.00

J2 Engineering and Environmental Design LLC


Jeffrey Englemann, RLA
Principal

06-11-18
6/11/2018

Fee Schedule

6/11/2018

J2 Engineering and Environmental Design, LLC

Task Number	Task:	Design Manager	Project Engineer - Sr.	Project Engineer	Senior Project Landscape Architect	Project Landscape Architect	Designer	Designer - Sr	Total
100	Project Definition, Site and Area Analysis, Data Collection								
101	Refine project schedule and goals	0	2	0	2	0	0	0	4
102	Gather and review utility information and as-built data	0	1	4	1	2	2	2	12
103	Kick-off Meeting (1)	0	2	0	2	0	0	2	6
104	Site Visit with Town Staff (1)	0	0	0	2	0	0	2	4
105	Site Visit Ground Truthing (1)	0	4	0	4	0	0	4	12
106	Prepare agenda, sign-in, and minutes	0	0	0	1	0	4	0	5
107	Subconsultant Coordination	0	0	0	2	2	0	0	4
200	Rough Order of Magnitude Opinion of Probable Cost and Alternative Evaluation								
201	Quantity Take offs and OPC development	0	1	2	1	2	2	2	10
202	Conceptual Ramada Design	0	0	0	2	4	16	8	30
203	Alternatives analysis	0	2	8	2	4	8	2	26
204	Draft and Final alternatives analysis memo	0	2	4	2	4	4	4	20
205	Ramada Design Meeting (1)	0	0	0	2	0	0	2	4
206	Restroom Programming Meeting (1)	0	2	0	2	0	0	0	4
207	Presentation of OPC Meeting (1)	0	2	0	2	0	0	2	6
208	Prepare agenda, sign-in, and minutes	0	0	0	1	0	4	0	5
209	QA/QC	3	0	0	0	0	0	0	3
210	Subconsultant Coordination	0	0	0	2	2	0	0	4
300	Master Plan refinemetn and Preferred Alternative Development								
301	Master Plan Refinement (Rough Grading, Utility Alignments, Hardscape Development, Ramada Refinement, On-Site Drainage Analysis	0	20	30	20	30	50	40	190
302	Prepare Presentation Graphics	0	0	0	2	4	32	8	46
303	Design Progress Meeting (1)	0	0	0	2	0	2	0	4
304	Parks and Recreation Advisory Board Meeting (1)	0	0	0	2	0	2	0	4
305	Public Meeting (1)	0	0	0	2	0	2	0	4
306	Prepare agenda, sign-in, and minutes	0	0	0	1	0	4	0	5
307	Subconsultant Coordination	0	0	0	2	2	0	0	4
400	Conceptual Development (30%)								
401	Conceptual Development Plans (32 sheets)	0	10	25	10	25	40	25	135
402	Opinion of Probable Construction Cost	0	1	1	1	1	2	2	8
403	Convert CAD to GIS Shape File	0	0	1	0	0	0	2	3
404	Comment Resolution Meeting (1)	0	2	0	2	0	2	0	6
405	Design Progress Meeting (1)	0	0	0	2	0	2	0	4
406	Parks and Recreation Advisory Board Meeting (1)	0	0	0	2	0	2	0	4
407	Town Council Meeting (1)	0	0	0	4	0	4	0	8
408	Bureau of Land Management Meeting (4)	0	0	0	8	0	8	0	16
409	Prepare agenda, sign-in, and minutes	0	0	0	1	0	4	0	5
410	QA/QC	3	0	0	0	0	0	0	3
411	Subconsultant Coordination	0	0	0	2	2	0	0	4
Total Hours:		6	51	75	93	84	196	107	612



Roberts | Jones Associates, Inc. Architecture - Planning - Programming

2525 East Arizona Biltmore Circle
Suite B128
Phoenix, Arizona 85016
602 - 955 - 7575

June 8, 2018

Aaron Allan, RLA, ASLA
J2 Engineering and Environmental Design, LLC
4649 East Cotton Gin Loop, Suite B2 Phoenix,
AZ 85040

**Subject: Poston Butte Park
Florence, Arizona**

Dear Aaron,

Please find the attached a scope of work and associated fees for the above listed project. There are no additional consultants proposed for this phase of the project as many of the alternative design features we will be exploring will be done directly with appropriate vendors to determine accurate costs and appropriateness for this project

This proposal is based upon services including programming, pre-design, and architectural design through approximately 30% of project completion. See the detailed Scope of Work for additional information and clarification.

Roberts|Jones Associates has done numerous facilities of a similar nature throughout the state and understands the challenges such public facilities face. As the principal architect who will oversee the building component of this project, I have been involved with comparable facilities since 1995.

As always, we look forward to working with the J2 team and with the Town of Florence.

Sincerely,

Jonathan L. Peiffer, AIA, NCARB, LEED-AP

SCOPE OF WORK

PROJECT SCOPE / UNDERSTANDING

1. We understand the scope of this project to be programming, pre-design, and 30% design for a restroom facility of a size to be determined during the programming phase.
2. The Town of Florence is interested in exploring alternative design features such as on-site waste treatment, solar power, and other sustainable design approaches as may be appropriate.
3. Roberts|Jones Associates (RJA), will work with specialized vendors and evaluate various proposals for the items described above to determine costs and feasibility.
4. J2 Engineering & Environmental Design (J2) will be the prime consultant for the project and RJA Associates (RJA) will coordinate all its team efforts with J2 and the Town.
5. It is understood that services will extend through approximately 30% design.
6. Work beyond 30% design will be provided by separate contract.

1.1 PROGRAMMING / PRE-DESIGN: Roberts|Jones Associates will work with J2 and the Town of Florence in the establishment of specific project requirements and attending required meetings. The following services will be provided to the Owner:

1. A project kick-off meeting and a maximum of three follow-up meetings to establish project limits, building program, explore alternative systems, proposed budget, and proposed schedule.
2. Visit site with design team to review scope of work and observe existing conditions.
3. Work with qualified vendors to establish costs and feasibility for alternative specialized systems.
4. Prepare a written report of the proposed building program, recommendations relating to the use of alternative systems, and an estimate of probable costs.
5. All deliverables shall be in electronic format.

The fee for Programming / Pre-Design shall be a lump sum fee of:

\$4,625.00

1.2 30% SUBMITTAL: RJA will provide 30% Design Documents based on the mutually agreed-upon Programming / Pre-design phase. The documents shall establish the conceptual design of the Project illustrating the scale and relationship of the Project components. The following services will be provided to the Owner:

1. A maximum of 2 meetings with the Town of Florence to include preliminary concept presentation meeting and a meeting at approximately 20% design.
2. 30% Design Documents to include a conceptual site plan, building plans, sections and elevations.
3. Color sketches adequate to convey the design concept.
4. Preliminary selections of major building systems and construction materials will be noted and described in drawings.
5. A refined estimate of probable cost.
6. All deliverables shall be in electronic format.

The fee for Schematic Design Services shall be a lump sum fee of:

\$4,125.00



FEE SUMMARY TOTAL:	Programming / Pre-Design:	\$ 4,625
	30% Submittal:	\$ 4,125
	Total:	\$ 8,750

ASSUMPTIONS AND CLARIFICATIONS: Required survey services including topographic information shall be provided by the Owner in AutoCAD 2017 format or earlier.

PROJECT SCHEDULE

Roberts|Jones Associates proposes the following project schedule for each phase of the work as outlined below:

Programming / Concept Development:	30 Calendar days from written notice to proceed.
30% Submittal:	30 Calendar days from written notice to proceed.

Thank you again for this opportunity to assist you with the design of these facilities. We look forward to providing our services to the team. Should you have any questions or concerns, please do not hesitate to contact me. We are very much looking forward to working with J2 on this project.

Warmest Regards,



Jonathan L. Peiffer, AIA NCARB LEED-AP
Principal Architect
Roberts|Jones Associates, Inc.



Poston Butte Park Project

Design Fee Proposal

06.11.2018

Task Description	Hours	Principal Architect	Total
1.1 Meetings / Site Visit (4) Total	16	\$ 125.00	\$ 2,000.00
Vendor Time / Meetings	12	\$ 125.00	\$ 1,500.00
Evaluation	4	\$ 125.00	\$ 500.00
Programming	3	\$ 125.00	\$ 375.00
Report Prep	2	\$ 125.00	\$ 250.00
Subtotal			\$ 4,625.00

1.2 Meetings	8	\$ 125.00	\$ 1,000.00
Floor Plan	6	\$ 125.00	\$ 750.00
Elevations	8	\$ 125.00	\$ 1,000.00
Sections	6	\$ 125.00	\$ 750.00
Site plan	4	\$ 125.00	\$ 500.00
Cost Est.	1	\$ 125.00	\$ 125.00
Subtotal			\$ 4,125.00

Total Proposal Amount: \$ 8,750.00

Principal Architect

Direct hourly rate:	\$ 45.45
Overhead	150%
Profit:	10%
Total Hourly Rate:	\$ 124.99 *

* Rounded to \$125.00 / hr





June 4, 2018

Poston Butte Survey
Florence, Arizona

We at Hansen Engineering and Surveying want to thank you for the opportunity to serve you on your project. We pride ourselves in building strong relationships with our clients, consisting of municipalities, utility companies, state & county agencies, general contractors, and private developers. It is our integrity, work ethic and professional experience that have kept our company progressing for over 39 years. It is our goal to meet or exceed our client's needs and expectations to deliver a successful project. That is what you can expect when we partner up to meet the challenges in our market and the kind of service you can expect in this project.

The following is our proposal for services that we believe will allow you to meet your schedules and complete your project on time.

Should you have any questions or concerns we would be glad to meet with you and discuss how we can meet your specific needs.

Sincerely

A handwritten signature in black ink, appearing to read "Taylor S. Hansen".

Taylor S. Hansen, RLS (37512), President
Hansen Engineering and Surveying
State of Arizona, Board of Technical Registration, Firm Registration # 10345-0
Office (520) 723-3261



Poston Butte Survey
Florence, Arizona

June 4, 2018

1. **Project Control:** We will verify the project horizontal and vertical controls through standard survey practices and provide a formal report if required. All data will be on the specified Town of Florence datum.

 2. **Topographical & Boundary Survey:** We will provide deliverables showing all topographic and boundary information per request.
"1-foot contour intervals with spot elevations at 100-foot grid; all hardscape features such as roads, rail road tracks, culverts, etc; all dirt roads and washes, utilities based on visual evidence along with Blue Stake marks, property lines, rights-of-way, and easements per title report.
All deliverables will be at a 1"=20' scale showing all information listed above along with aerial photo underlay."
- * We will begin work within 1 week of notice to proceed and have deliverables ready within 2 weeks thereafter.
-



Poston Butte Survey
Florence, Arizona

June 4, 2018

Project Fees (Lump Sum): **\$23,500**

*Hourly Service Rates - Registered Land Surveyor / \$140.00, Project Manager / \$180.00,
Calculations / \$90.00, Senior Cad Tech \$125, 1 man crew / \$110.00,
2 man crew / \$160.00, 3 man crew / \$195.00, Travel / \$ 0.55/mi.
Copies/Prints Axis Reprographics (request rates)*

We are pleased to provide survey services at our hourly rate plan for items outside of this proposal.

If this proposal is acceptable please sign below and return a copy to our office. You will be invoiced according to the project specifications. Any survey scope within your subcontract must match our above description & referenced as exhibit A. Exhibit A shall be a part of your subcontract even if you fail to reference it. Anything beyond the above description shall be considered extras & will be billed as time & material per above pricing. Signed field authorizations for scope outside this proposal shall be considered accepted billable hours. Any administrative work beyond our billing practices shall be considered billable to the contractor at our standard rates. This proposal when accepted shall become part of the subcontract agreement as representation of services offered for this project. Offer good for thirty days.

Thank you,

Taylor S. Hansen, RLS (37512), President
Hansen Engineering and Surveying
State of Arizona, Board of Technical Registration, Firm Registration # 10345-0
Office (520) 723-3261

Accepted By:

Date:

Bryan Hughes

From: Aaron Allan <AAllan@j2design.us>
Sent: Tuesday, June 12, 2018 11:14 AM
To: Bryan Hughes
Subject: FW: Florence Poston Butte Survey Backup

Bryan,

I just received the backup data for the survey. See below.

Thanks,



Aaron Allan, RLA, ASLA Landscape Architect
J2 Engineering & Environmental Design, LLC
c. 480-720-0522 | t. 602-438-2221 ext. 114 | f. 602-438-2225
e. aallan@j2design.us | w. j2design.us
a. 4649 E. Cotton Gin Loop, Suite B2, Phoenix, AZ 85040



From: Mike Lechner [mailto:mike@hansensurvey.com]
Sent: Tuesday, June 12, 2018 10:39 AM
To: Aaron Allan
Subject: RE: Florence

Aaron,

Below is a breakdown based on some rough estimates along with our hourly rates. Let me know if you need anything else.

Survey Control & Calculations (20 hrs. LS / 5 hrs. PM):	\$3,700
Topographic Survey & Orthographic Imagery (Aerial Survey):	\$12,850
Ground Survey(20 hrs. 2MC):	\$3,200
CAD Tech (30 hrs. SCT):	\$3,750

Project Fees (Total): **\$23,500**

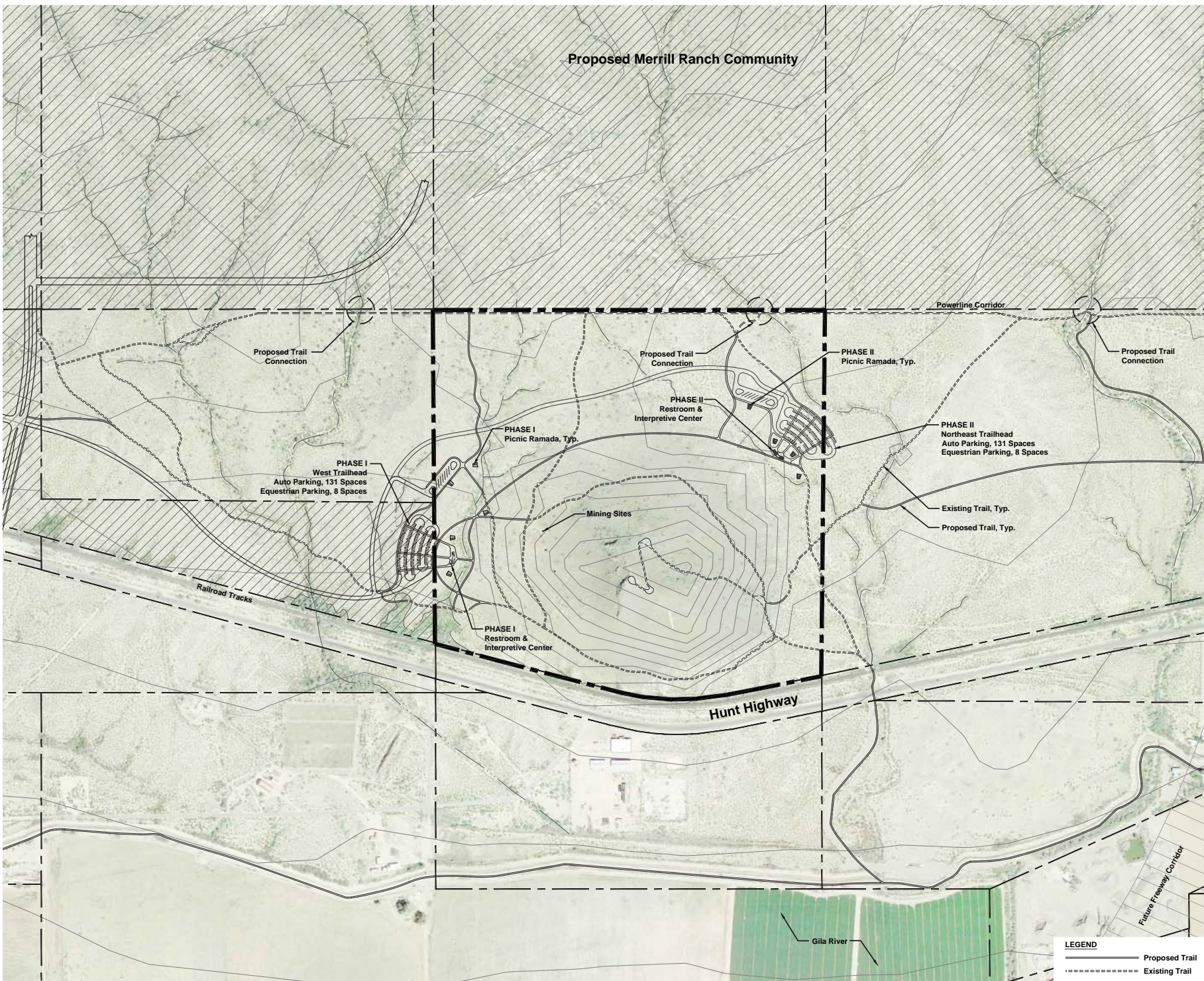
*Hourly Service Rates - Registered Land Surveyor / \$140.00, Project Manager / \$180.00,
Calculations / \$90.00, Senior Cad Tech \$125, 1 man crew / \$110.00,
2 man crew / \$160.00, 3 man crew / \$195.00, Travel / \$ 0.55/mi.
Copies/Prints Axis Reprographics (request rates)*

Thanks,

Michael Lechner, RLS
115 S. Main St.
Coolidge, AZ 85128
520-723-3261 (Office)
480-848-6029 (Mobile)



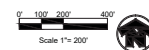
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LEGEND

— Proposed Trail

- - - Existing Trail



j2
engineering and
environmental design

4649 E. COTTON CIRCLE LOOP, SUITE B2
PHOENIX, AZ PHONE (602)438-2221
USA 85040 FAX (602)438-2225

www.j2design.us

TOWN OF FLORENCE
775 N. MAIN STREET
FLORENCE, AZ 85132
Phone No.: 520-868-7500

*Poston Butte
Florence, Arizona*

Concept Plan

DATE	06/11/15
BY	XXX
REVIEWED BY	XXX
APPROVED BY	XXX
SCALE	
DATE	06/11/15

WARNING

ORDERED POWER LINES WITHIN PROJECT CONSTRUCTION LIMITS

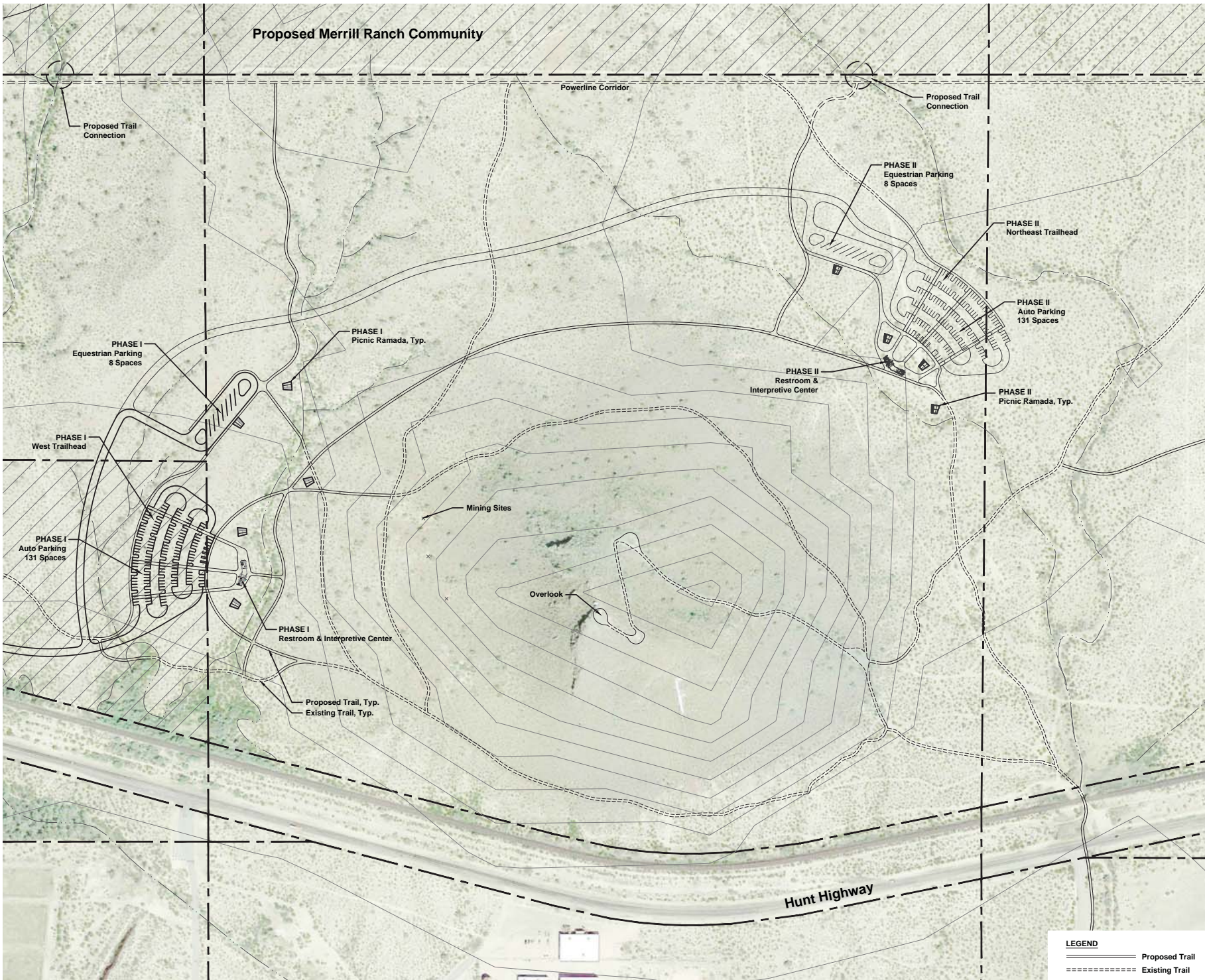
Call at least 7200 hours full working days before any construction begins

Arizona 800-4-A-SAFE
800-4-A-SAFE
In Maricopa County: 800-243-5100

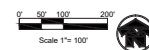
DATE: 06/11/15

PROJECT NO.: 14.0751

Proposed Merrill Ranch Community



LEGEND
 ——— Proposed Trail
 ===== Existing Trail



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 775 N. MAIN STREET
 FLORENCE, AZ 85132
 Phone No.: 520-868-7500

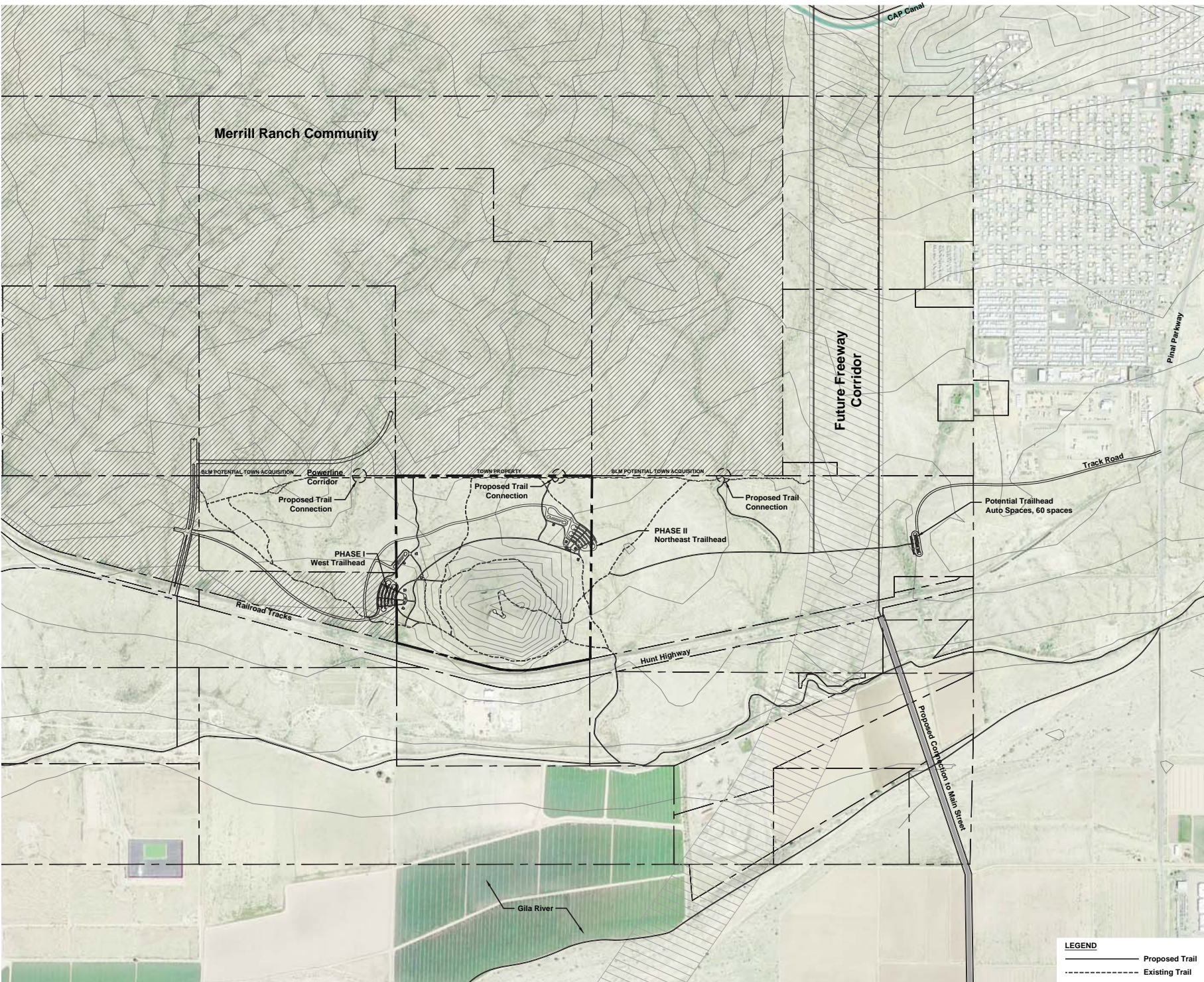
*Poston Butte
 Florence, Arizona
 Concept Plan
 Enlargement*



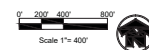
DATE	BY	REVISION

-WARNING-
 ORDERED POWER LINES WITHIN
 PROJECT CONSTRUCTION LIMITS
 Call at least 7200 hours before working starts
 to identify and locate underground utilities
ATKINS
 CONSULTING ENGINEERS
 10000 N. CENTRAL EXPRESSWAY (SPP 1348)
 IN MARICOPA COUNTY, 85002-263-1100

DESIGNED BY: XXXX
 DRAWN BY: XXXX
 CHECKED BY: XXXX
 SCALE: XXXX
 DATE: 06/11/15
 PROJECT NO.: 14.0751



LEGEND
 — Proposed Trail
 - - - Existing Trail



engineering and
 environmental design
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TOWN OF FLORENCE
 775 N. MAIN STREET
 FLORENCE, AZ 85132
 Phone No.: 520-868-7500

**Poston Butte
 Florence, Arizona
 Context Plan**



DATE	06/11/15
BY	XXX
APPROVED BY	XXX
SCALE	
DATE	06/11/15
PROJECT NO.	14.0751



DESIGNED BY: XXX
 CHECKED BY: XXX
 APPROVED BY: XXX
 SCALE:
 DATE: 06/11/15
 PROJECT NO.: 14.0751



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 15b.

MEETING DATE: July 16, 2018

DEPARTMENT: Development Services

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

SUBJECT: Holbrook Asphalt Co. Cooperative Contract through
the City of Mesa Contract #2016162

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

STRATEGIC PLAN REFERENCE:

- Community Vitality Economic Prosperity Leadership and Governance
- Partnership and Relationships Transportation and Infrastructure
- Statutory None

RECOMMENDED MOTION/ACTION:

Motion to enter into a contract with Holbrook Asphalt Co., using the cooperative contract, through the City of Mesa Contract #2016162, to clean, prepare and install HA5 High Density Mineral Bond advanced performance pavement preservation treatment (CIP T-69 – Pavement Preservation.) It will also include a five-year warranty, pavement markings and traffic control. The contract amount shall not exceed \$323,708.27 (Proposal amount is \$281,485.45, with a 15% contingency of \$42,222.82.)

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: Exhibit 2 Map (Anthem Unit 21, 23, 25 & 19), Exhibit 3 Map (Anthem American Way, Anthem Way and Constitution Way) and Exhibit 4 Map (Anthem Unit 14, 23 & 21.) The HA5 product is a surface treatment designed to extend pavement life and protect the surface from moisture and UV rays. HA5 installations are backed by a five-year warranty and the life of the treatment is expected to last seven to ten years.

The City of Mesa has an existing contract with Holbrook Asphalt Co. The Town of Florence has the opportunity to piggyback on the City of Mesa's publicity bid with Holbrook Asphalt Co. On July 1, 2016, the City of Mesa entered into a contract with Holbrook Asphalt Co. to provide HA5 high density mineral bond pavement preservation treatment. This contract expires June 30, 2019.

Per section 4.12 of the Town's Purchasing Policy, Department Heads must approve all purchases regardless of dollar value. This does not preclude the Department Head from obtaining the necessary approval from the Town Manager and/or Town Council, nor does this allow them to have signature authority on contracts. The Town Manager has signature authority on purchases up to \$24,999. Town Council approval is required on any purchases of \$25,000 or more.

A VOTE OF NO WOULD MEAN:

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

A VOTE OF YES WOULD MEAN:

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

FINANCIAL IMPACT:

The cost to contract with Holbrook Asphalt Co. in amount of \$281,485.45, plus 15% contingency of \$42,222.82 making the total not to exceed amount \$323,708.27.

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.

ATTACHMENTS:

City of Mesa Contract #2016162 Expires June 30, 2019

Exhibit 1 – Holbrook Asphalt – HA5 – Scope of Work

Exhibit 2 – Map Anthem - Units # 21, 23, 25 & 19

Exhibit 3 – Map Anthem – American Way, Anthem Way & Constitution Way

Exhibit 4 – Map Anthem – Units # 14, 23 & 20

Sole Source

Professional Services Contract



AGREEMENT PURSUANT TO SOLICITATION

**CITY OF MESA CONTRACT NUMBER 2016162
ASPHALT SEALCOAT MATERIALS**

CITY OF MESA, Arizona (“City”)

Department Name	City of Mesa – Purchasing Division
Mailing Address	P.O. Box 1466 Mesa, AZ 85211-1466
Delivery Address	20 East Main St, Suite 400 Mesa, AZ 85201
Attention	Brandy Andersen, Procurement Officer
E-Mail	brandy.andersen@mesaaz.gov
Telephone	(480) 644-6426
Facsimile	(480) 644-2655

AND

HOLBROOK ASPHALT CO (“Contractor”)

Mailing Address	3806 S. 16 th St Phoenix, AZ 85040
Delivery Address	3806 S. 16 th St Phoenix, AZ 85040
Attention	Mark Beatty, Vice President
E-Mail	mark@holbrookasphalt.com
Telephone	435-862-8064

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This agreement pursuant to solicitation ("Agreement") is entered into this 21st day of June, 2016, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and Holbrook Asphalt Co. a Utah company ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

RECITALS

- A. The City issued solicitation number **2016162** ("Solicitation") for **ASPHALT SEALCOAT MATERIALS**, to which Contractor provided a response ("Response"); and
- B. The City selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the services/materials described in the Solicitation and Response.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

TERMS & CONDITIONS

1. **Term.** This Agreement is for a term beginning on **July 1, 2016** and ending on **June 30, 2019**. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.
 - 1.1 **Renewals.** On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of two (2) one (1) year periods. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
 - 1.2 **Extension for Procurement Processes.** Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a vendor to provide the services/materials provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
 - 1.3 **Delivery.** Delivery shall be made to the location(s) contained in the Scope of Work within twenty-four (24) hours of receiving an order unless otherwise stated or approved by City Representative.
2. **Scope of Work.** The Contractor will provide the necessary staff, services and associated resources to provide the City with the services, materials, and obligations attached to this Agreement as **Exhibit A** ("Scope of Work") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.
3. **Orders.** Orders be placed with the Contractor by either a: (i) Purchase Order when for a one-time purchase; (ii) Notice to Proceed, or (iii) Delivery Order off of a Master Agreement for Requirement

Contract where multiple as-needed orders will be placed with the Contractor. The City may use the Internet to communicate with Contractor and to place orders as permitted under this Agreement

4. **Document Order of Precedence.** In the event of any inconsistency between the terms of the body of the Agreement, the Exhibits, the Solicitation, and Response, the language of the documents will control in the following order.

- a. Agreement
- b. Exhibits
 1. Mesa Standard Terms & Conditions
 2. Scope of Work
 3. Service Level Agreement/Business Associate Agreement (if applicable)
 4. Other Exhibits not listed above
- c. Solicitation including any addenda
- d. Contractor Response

5. **Payment.**

- 5.1 **General.** Subject to the provisions of the Agreement, the City will pay Contractor the sum(s) described in **Exhibit B** ("Pricing") in consideration of Contractor's performance of the Scope of Work during the Term.

- 5.2 **Prices.** All pricing shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement, and include all costs of the Contractor providing the materials/service including transportation, insurance and warranty costs. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

The Contractor further agrees that any reductions in the price of the materials or services covered by this Agreement will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.

- 5.3 **Price Adjustment.** Any requests for reasonable price adjustments must be submitted in accordance with this Section 5.3. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor's actual expenses or other reasonable adjustment in providing the services/materials under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

- a. **Prices.** All pricing shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement, and include all costs of the Contractor providing the materials/service including transportation, insurance and warranty costs. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

The Contractor further agrees that any reductions in the price of the materials or services covered by this Agreement will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.

- b. **Price Adjustment.** Any requests for reasonable price adjustments must be submitted in accordance with this section. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor's actual expenses or other reasonable adjustment in providing the services/materials under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

Price adjustments will be considered provided said adjustment(s) are submitted with thirty (30) days advance written notice to the Purchasing Department. Prices shall be in effect for the duration of the contract at the unit prices bid, with a price adjustment as follows:

The term "bituminous material" as used herein shall include asphalt cement, liquid asphalt and emulsified asphalt.

The term "Initial cost" of bituminous materials as used herein shall mean the cost as determined by the ADOT Price Adjustment for Bituminous Material for the month bids are opened. See: <http://www.azdot.gov/highways/cns/bitmat.asp>.

The contract unit price for each item that contains bituminous material will be considered to include all costs of materials as required, including the "initial cost" of bituminous material. The initial cost of bituminous material will be based on the ADOT Monthly Index as follows:

The adjustment in compensation, either increase or decrease, for bituminous material will be based on the dollar amount change in the ADOT Monthly Index from the month in which the contract was bid compared to the month in which the material is used, on a calendar month basis. This adjustment will apply only to the amount of bituminous material used in the bid item and not to the overall unit cost. The amount of bituminous material in each bid item will be as follows:

MC's and liquid asphalt	100%
Terminal blend asphalt rubber	93%
Emulsions, Concentrate	60%
Diluted 2:1	40%
Diluted 1:1	30%

Additionally, the adjustment for compensation for bituminous materials will be based on the tons of bituminous material prior to dilution. This adjustment will apply to bituminous material only.

A sample of the formula is as follows:

$(\$ \text{ amount change in ADOT index}) \times (\% \text{ of bituminous material}) + (\text{amount bid})$

The bidder certifies in signing this bid that the price will be no higher than the lowest price the bidder charges other buyers for similar quantities under similar conditions.

No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response from the City's Purchasing division.

- c. **Renewal and Extension Pricing.** Any extension of the Agreement will be at the same pricing as the initial Term. If the Agreement is renewed in accordance with Section 1, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the parties. The Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the previous section. There is no guarantee the City will accept a price adjustment.

- 5.4 **Invoices.** Payment will be made to Contractor following the City's receipt of a properly completed invoice. Any issues regarding billing or invoicing must be directed to the City Department/Division requesting the service or material from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:
- a. Contractor name, address, and contact information;
 - b. City billing information;
 - c. City contract number as listed on the first page of the Agreement;
 - d. Invoice number and date;
 - e. Payment terms;
 - f. Date of service or delivery;
 - g. Description of materials or services provided;
 - h. If materials provided, the quantity delivered, pricing of each unit, and freight charges (as applicable);
 - i. Applicable Taxes; and
 - j. Total amount due.
- 5.5 **Payment of Funds.** Contractor acknowledges the City may, at its option and where available use a Procurement Card/e-Payables to make payment for orders under the Agreement. Otherwise; payment will be through a traditional method of a check or Electronic Funds Transfer (EFT) as available.
- 5.6 **Disallowed Costs, Overpayment.** If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for materials/service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance, or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

6. Insurance.

- 6.1 Contractor must obtain and maintain at its expense throughout the term of Contractor's agreement, at a minimum, the types and amounts of insurance set forth in this Section 6 from insurance companies authorized to do business in the State of Arizona; the insurance must cover the materials/service to be provided by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts.
- 6.2 Nothing in this Section 6 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit any indemnity promise(s) contained in the Agreement.
- 6.3 The City does not warrant the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of performance under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s). Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.
- 6.4 Each insurance policy required under the Agreement must be in effect at or prior to the execution of the Agreement and remain in effect for the term of the Agreement.

- 6.5 Prior to the execution of the Agreement, Contractor will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.
- 6.6 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder and/or an additional insured, Contractor agrees no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.
- 6.7 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor.
- 6.8 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.
- 6.9 **Types and Amounts of Insurance.** Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:
- 6.9.1 Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.
 - 6.9.2 The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence/\$2 million aggregate Commercial General Liability insurance, including Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.
 - 6.9.3 Automobile liability, bodily injury and property damage with a limit of \$1 million per occurrence/\$2 million aggregate including owned, hired and non-owned autos.
7. **Requirements Contract.** Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders or a notice to proceed within a reasonable period of time of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor. The City will not reimburse Contractor for any avoidable costs incurred after receipt of cancellation including, but not limited to, lost profits, shipment of product, or performance of services.
8. **Notices.** All notices to be given pursuant to the Agreement will be delivered to the Contractor as listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth the Mesa Standard Terms and Conditions that is attached to the Agreement as **Exhibit C**.

9. **Representations of Contractor.** To the best of Contractor's knowledge, Contractor agrees that:
- a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;
 - b. Performance of the services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;
 - c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and
 - d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.
10. **Mesa Standard Terms and Conditions.** **Exhibit C** to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.
11. **Counterparts and Facsimile or Electronic Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.
12. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.
- Exhibits to this Agreement are the following:
- o (A) Scope of Work
 - o (B) Pricing
 - o (C) Mesa Standard Terms and Conditions
13. **Attorneys' Fees.** The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation related costs and fees from the other Party.
14. **Additional Acts.** The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.
15. **Headings.** The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

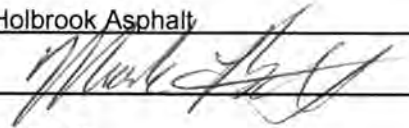
RESPONDENT CERTIFICATION

By submitting the Response and signing this Certification, the Respondent understands and certifies to all of the following:

- a) The information provided in Respondent's Response is true and accurate to the best of Respondent's knowledge.
- b) Respondent is under no legal prohibition that would prevent Respondent from contracting with the City of Mesa.
- c) Respondent has read and understands the Solicitation packet as a whole (including attachments, exhibits, and referenced documents) and: (i) can attest that Respondent is in compliance with the requirements of the Solicitation packet; and (ii) is capable of fully carrying out the requirements of the Solicitation as set forth in Respondent's Response.
- d) To Respondent's knowledge, Respondent and Respondent's employees have no known, undisclosed conflicts of interest as defined by applicable law or City of Mesa Procurement Rules. If Respondent or Respondent employees have a known conflict of interest, Respondent has disclosed the conflict in its Response.
- e) Respondent did not engage in any anti-competitive practices related to its Response or the Solicitation. The prices offered by Respondent were independently developed without consultation or collusion with any other Respondents or potential Respondents.
- f) No gifts, payments or other consideration were made to any City employee, officer, elected official, agent, or consultant who has or may have a role in the procurement process for the services/materials covered by the Solicitation.
- g) Respondent grants the City of Mesa permission to copy all parts of its Response including, without limitation, any documents and materials copyrighted by Respondent: (i) for the City's use in evaluating the Response; and (ii) to be disclosed in response to a public records request under Arizona's public records law (A.R.S. § 39-121 et. seq.) or other applicable law, subpoena, or other judicial process provided such disclosure is in accordance with City of Mesa Procurement Rule 6.13.
- h) If a contract is awarded to Respondent as a result of the Response submitted to the Solicitation Respondent will:
 - i. Provide the materials or services specified in the Response in compliance with all applicable federal, state, and local statutes, rules and policies;
 - ii. Honor all elements of the Response submitted by Respondent to the City including, but not limited to, the price and the materials/services to be provided; and
 - iii. Enter into an agreement with the City based on the terms and conditions of the Solicitation and the Response, subject to any negotiated exceptions and terms.
- i) Respondent is current in all obligations due to the City including any amounts owed the City and any licenses/permits required for the general lawful conduct of business. Respondent shall acquire all licenses/permits necessary to lawfully conduct business specific to the Solicitation prior to the execution of a contract with the City pertaining to the Solicitation.
- j) The signatory of this Certification is an officer or duly authorized agent of Respondent with full power and authority to submit binding offers for the goods/services specified herein. Respondent intends by the submission of this Certification to be bound by the terms of the Certification, Solicitation, and Response, subject to any negotiated terms/exceptions.

ACCEPTED AND AGREED TO BY RESPONDENT:

Company Name: Holbrook Asphalt

Signature: 

Printed Name: Mark Beatty

Title: VP

Date: 3/10/2016

City Acceptance of Offer

The below document will be executed when Agreement is finalized and awarded.

ACCEPTANCE OF OFFER:

The offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract, including all terms and conditions, specifications, addenda, etc. This contract shall henceforth be referred to as Contract Number 2016162.

Awarded this ____ day of _____, 2016.

Edward Quedens, CPPO, C.P.M.
As Business Services Director

EXHIBIT A
SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

1. **SCOPE OF WORK:** Holbrook Asphalt Co. will provide asphalt sealcoat materials and/or services as identified in the Technical Specifications of this contract.

Holbrook Co. will provide:

- o High Density Mineral Bond - material only
- o Equipment Rental for application of high density mineral bond
- o High Density Mineral Bond - material, application, traffic control and mobilization (Maricopa County)
- o Additional mobilization charge for Northern Arizona (North of Maricopa County)
- o Additional mobilization charge for Southern Arizona (South of Maricopa County)

The quantities listed herein are estimated quantities for the first twelve (12) months. This contract will be utilized by multiple agencies; however, the estimated quantities are for the City of Mesa only. The quantities presented herein are an estimate of forecasted sealcoat treatments and in no way are to be used as guaranteed amounts. It is to be understood that these amounts may change as the City determined the best means for its pavement preservation strategy.

Work will be performed throughout the fiscal year as dictated by the City or agency. Schedule will be established by the City or agency upon contract award.

This contract will be utilized by multiple agencies.

2. **MINIMUM QUALIFICATIONS:** All submitted bids for **each group** must include the following:

For Material Suppliers only – Current test results from independent laboratory. Test results must be submitted within ninety (90) days of contract award.

3. **CONTRACT AWARD:** The City will award this contract to a primary and secondary Contractor for each line item. The primary Contractor will provide asphalt sealcoat materials and services per the City's requirements until such time as an authorized employee determines that it is in the City's best interest to demand performance from the secondary Contractor. This decision will be based upon the ability of the primary Contractor to provide acceptable asphalt materials and services within the City's time requirements. The decision by the City to utilize the secondary Contractor shall be final and conclusive. The City reserves the right to change this award method based on the bids received if it is determined to be in the City's best interest to do so.

4. **DELIVERY:** Delivery will be made to various locations within the City limits. Any quantity over fifty (50) gallons may be picked up from Contractors' storage facility at the unit cost for delivered materials. Holbrook Asphalt Co. will have the ability to load materials onto City tankers. Materials will not exceed one hundred sixty (160) degrees Fahrenheit at time of delivery.

Delivery will be made to the location(s) contained herein not longer than twenty-four (24) hours of receiving an order unless otherwise stated or approved by City Representative.

5. **INVENTORY LEVELS:** Holbrook Asphalt Co.'s inventory level of the item(s) bid will be sufficient to support the City's requirements. Failure to supply item(s) within the specified time frame may result in the City ordering from an alternate supplier. However, if the City must purchase from an alternate supplier due to insufficient inventory by Holbrook Asphalt Co.'s Contractor may be

required to pay the difference in price between the contracted price and the price actually paid by the City.

6. **PLANT LOCATION:** Holbrook Asphalt Co.'s plant as indicated on the Pricing and Compensation page must be that of an active plant from which quoted material are either delivered from, or can be picked up by the City.
7. **SPILLAGE:** Holbrook Asphalt Co. will be responsible for the clean-up of any contamination or spillage resulting from the delivery and unloading of materials.
8. **ORDERING AND INVOICING INSTRUCTIONS:** Holbrook Asphalt Co. is required to issue and deliver invoices and monthly statements separately for each agency. All invoices for the City of Mesa shall include the following information to ensure prompt payment:
 - a) Department Name (Transportation)
 - b) Department Number (F350)
 - c) A valid Purchasing Authorization Number (Master Agreement – MA, Delivery Order – DO, Purchase Order – PO, Service Contract – SC or Contract – CT)

All three (3) items above should be obtained from City Representative when the order is placed.

A City employee signature accompanied by the Employee ID number is required on all delivery tickets/slips at City yards to ensure proper receipt of goods.

Failure to comply with the above may result in delayed payment or non-payment of deliveries if City staff cannot figure out if or where the delivery was made.

Holbrook Asphalt Co. will follow invoicing procedures unique to each agency that utilizes this contract.

9. **TECHINAL SPECIFICATIONS (GENERAL REQUIREMENTS):** Holbrook Asphalt Co. will abide by the following general requirements for all Groups as applicable:
 - A. Material picked up by the City or delivered by Holbrook Asphalt Co. which, after testing is found not to meet the minimum specifications will be adjusted and/or rejected in accordance with Section 105 of the current edition of the Maricopa Association of Governments (MAG) Uniform Standard Specifications for Public Works Construction.
 - B. Holbrook Asphalt Co. must have storage facilities in the Phoenix metro area where the City can use their own equipment to pick up reasonable and minimum quantities of contract materials as needed from 6:00 a.m. to 5:00 p.m. on weekdays and from 6:00 a.m. to 12:00 noon on Saturdays.
 - C. Holbrook Asphalt Co. will be required to deliver material at a temperature range of – not less than one hundred twenty (120) degrees F and not more than one hundred sixty (160) degrees F. Material will be delivered into the City of Mesa storage tanker at no added cost to the City. The minimum delivery will be one thousand (1,000) gallons and the maximum delivery will be six thousand (6,000) gallons. Delivery will be to various locations within Mesa City limits. Holbrook Asphalt Co. will supply the ordered delivery within twenty-four (24) hours upon request by phone. Any quantity over fifty (50) gallons may be picked up from Holbrook Asphalt Co. storage facility at the unit cost for delivered materials.
 - D. The City reserve the right to cancel delivery of an order at any time in the event of either inclement weather or an unforeseen emergency. Holbrook Asphalt Co. will then reschedule delivery without penalty to the City.

- E. The City will require Holbrook Asphalt Co. to have available for use/rent a storage tanker capable of holding a minimum of three thousand (3,000) gallons of material. Tanker will be used for material transfer to/from City distributor trucks as required during the course of the contract. Tanker will be kept at selected sites within the City during the contract period.
- F. Water shall be potable and free of any deleterious substance that may affect emulsion stability. Water used for dilution of product will be supplied at Holbrook Asphalt Co.'s expense and should be representative of line item pricing.
- G. The City will direct Holbrook Asphalt Co. as to the concentration of a dilution for Fog Seal at the time of ordering.
- H. The City requires the following:
 - Current test results (within the last 30 days) from independent laboratory

10. **GROUP V**

HIGH DENSITY MINERAL BOND

10.1 **Material Specifications**

A. Asphalt Binder:

Emulsified Asphalt: inorganic, non-ionic, thixotropic mineral colloid at twenty-five (25) degrees C that meet the following requirements:

Table 1 – Emulsion Properties			
Criteria	Standard	Min	Max
Brookfield Viscosity @ 77Deg F (spindle 5,20 rpm) cPs	ASTM D 2196	11,000	20,000
pH	ASTM E 70	5.0	7.5
Density, lbs/gal	AASHTO T 59	8.5	9.0
Asphalt Cement Content, % by weight	ASTM D 2172	45	50
Solids Content, % by weight	AASHTO T 59	50	54
Ash Content, % by weight	AASHTO T 111	4.0	6.0

B. Aggregate:

Clean and free from organic matter and other detrimental substances. Composed of sand, clay, slate and conundrum. Properties of slate and corundum as follows:

Table 2 – Slate			
Physical Properties			
Criteria	Standard	Min	Max
Specific Gravity	ASTM C 128	--	2.7
Compression, psi	ASTM C 170	11,000	--

Table 3 - Corundum			
Physical Properties			
Criteria	Standard	Min	Max
Specific Gravity	ASTM C 128	3.9	--

Knoop 100 Hardness	ASTM D 1326	2,000	--
Ball Mill Friability (14 grit)	ASTM B 74.8	--	50

C. Additives:

1. Water is Clean, non-detrimental, and free from salts and contaminant.
2. Polymers and other additives are necessary to achieve mix design performance.

D. Mix Design:

Completed high density mineral bond materials, prior to being loaded for install, must meet the following requirements:

Criteria	Standard	Min	Max
Asphalt Content, % by weight	D 2172	17	20
Solids Content, % by weight	D 1644	55	63
Initial Brookfield Viscosity @ 77 deg F (Spindle 4, 20 rm), cPs	D 2196	5,500	9,000
Ash Content, % by weight	T 111	38	
Ash Content of Solids, % by weight (a)	T 111	65	
Density, lbs/gal	T 59	11	
pH	E 70	6.0	8.0
Total Inorganic Aggregate Content, % by weight (b)	T 111	37	
Total Sand Content, % by weight			6.0
Maximum VOC, g/L	D 3960		5
Resistance to Re-emulsification	D 2939	No Re-emulsification	
Wear Resistance, % loss by weight (c)	D 2486		4
Notes:			
(a) Ash content as a percentage of solids content.			
(b) Ash content of completed mix minus ash content of base non-ionic emulsion. Total inorganic aggregate content is defined as slate, refined corundum, and sand.			
(c) ASTM D 2486 (Modified): Prepare sample at 48 wet mills on glass panel. Dry at 77 deg F for three (3) days. Immerse in water for 34 hours at 77 deg F. Test scrub resistance with 1,000 gram brush for 12,000 cycles. Report percent of dry film lost.			

10.2 **Construction Equipment**

A. Use a continuous flow mixing unit:

1. Capable of applying at least fifteen thousand (15,000) square yards of material per day.
2. Equipped with full sweep agitation system to assure proper suspension of fine aggregates.
3. Equipped with an operator control station that adjust material spread rate in accordance with project calibration process.
4. Equipped with a filtering system to catch particles that plug nozzles.

5. Equipped with a retractable spray bar capable of applying mixture without drilling. The bar should be positioned to meet the calibration requirements.

B. Storage Tanks

1. When delivering mix from the central mixing plant to a job site storage tank, use only storage tanks with a capacity to contain entire transport load.
2. Ensure that all site storage tanks have internal full sweep mixing mechanisms and mixing capability that can provide at any given point in the tank homogenous mix.

10.3 Preparation

- A. Calibration: On a test strip at least three hundred (300) feet long, determine the correct pump settings, spray bar height, and ground speed for the application equipment. Apply material with pump settings at eighty (80) percent of maximum output (plus or minus five (5) percent) and at a ground speed of three hundred (300) to four (400) hundred feet per minute.
1. Do not begin or continue application without the City's knowledge of the calibration process and settings.
 2. Do not deviate from calibration settings without the City's knowledge.
- B. Surface repairs: to be determined on an as needed basis.
- B. Masking: Mask-off street fixtures, end of streets and intersections.
- C. Traffic Control:
1. Implement traffic control plan requirements in association with the City's traffic control protocols. Provide safe passages for pedestrians and vehicles.
 2. If existing markings and stripes are to be reestablished, use reflective tabs to mark existing locations before applying surface treatment materials, cost to be included in the unit bid price(s).
- D. Cleaning:
1. Remove loose material, mud spots, sand, dust, oil, vegetation, and other objectionable materials.
 2. Do not flush water, or apply pressurized water over cracked pavement unless the City allows its use and there is sufficient time to allow to dry.

10.4 Protection

- A. Trees, plants, and ground cover:
1. Protect trees, plants and other ground cover from damage
 2. Prune trees to allow equipment passage underneath. Repair tree damage at no additional cost to the City.

- B. Protect structures, curb, gutter, sidewalks, guardrails, guide posts, etc. from physical damage.

10.5 Application

- A. Two separate application coats are required. The first application must be thoroughly set and free from damp areas before the second application begins.

- B. Spreading:

1. Keep material delivery at constant rate even if forward speed of lay-down machine varies.
2. Do not reduce application rate along edges or around manhole covers.
3. Apply both applications right to the edge of pavement. Do not leave uncovered areas near curbs, street fixtures, or edges on either application.
4. Make straight lines at all locations.
5. Place product out of right-of-way line on side streets and intersections.
6. Use hand squeegees to spread mix in areas that cannot be reached with distribution spray bar.
 - a. Provide complete and uniform coverage.
 - b. Avoid unsightly appearance from hand work.

- C. Joints:

1. Make transvers joints straight-cut butt type, not overlap type.
2. Place longitudinal joints on lane lines. Limit overlap to three (3) inches maximum.
3. Stop and correct operation of longitudinal or transvers joints that have uncovered areas or unsightly appearance.

- D. Tolerances:

1. First application: **0.20 gallons per square yard minimum.**
2. Second application: **0.16 gallons per square yard minimum.**

- E. Field Quality Control:

1. Emulsion density testing, AASHTO T 59. If testing shows material non-compliant, remove installed product and halt operations until new material is delivered and is known to be in compliance.
2. Measure the total amounts of material installed, and verify if it meets the application rate.

10.6 **After Application**

- A. Raise reflective tabs that were covered over by application
- B. Clean street fixtures
- C. Do not apply permanent pavement markings or striping until at least ten (10) days after application of material. Layout must be approved by the City.
- D. Repair
 - 1. Remove delaminated or non-compliant product found after installation and apply acceptable product.
 - 2. Remove spatter, marks and overcoat from curb, gutter, sidewalk, guardrails, guide posts, etc.
 - 3. Remove overcoat from street fixtures.
 - 4. Make edge and end lines straight.
 - 5. Leave no streaks, holes, bare spots, or cracks through which liquids or foreign matter could penetrate to the underlying pavement.
 - 6. Repair collateral damage caused by construction.
- H. Opening to Traffic
 - 1. Cure time depends on type of asphalt, mixture characteristics and weather. Keep traffic off surface until material does not track.

**EXHIBIT B
PRICING**

Group V – High Density Mineral Bond					
27	High Density Mineral Bond - material only	Gallon	\$3.39	50,000	\$169,500.00
28	Equipment Rental for application of high density mineral bond *This is the price per week. Actual quantity (weeks) may vary throughout the term of the contract. ***Primary***	Weekly	\$3,900.00	1	\$3,900.00
29	High Density Mineral Bond - material, application, traffic control and mobilization (Maricopa County) ***Primary***	Square Yards	\$1.52	250,000	\$380,000.00
30	Additional mobilization charge for Northern Arizona (North of Maricopa County) *This is the price per mobilization. Actual mobilization may vary throughout the term of the contract. ***Primary***	Per	\$1,500.00	1	\$1,500.00
31	Additional mobilization charge for Southern Arizona (South of Maricopa County) *This is the price per mobilization. Actual mobilization may vary throughout the term of the contract. ****Primary***	Per	\$1,000.00	1	\$1,000.00

Group V

Rental fee for storage tanker (if required by the City) as specified in the Technical Specifications of the general requirements: \$3,500.00 per month. Equipment rental pricing includes operator.

Holbrook Asphalt Co.'s plant is located in: Kingman, Arizona

Delivery cannot be made within twenty-four (24) hours of City's request

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.
2. **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.
3. **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.
4. **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
5. **NO THIRD PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.
6. **NON- EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
7. **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.
8. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.
9. **COMPLIANCE WITH APPLICABLE LAWS.**
 - a. **General.** Contractor must procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.
 - b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution,

dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel, and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

- c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.
 - i. As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that 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").
 - ii. A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
 - iii. The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.
 - iv. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.
 - v. Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).
- d. **Nondiscrimination.** Contractor represents and warrants that it 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 represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.
- e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods or services to the City.

10. **SALES/USE TAX, OTHER TAXES.**

- a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.

- b. The City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The City is not exempt from state and local sales/use taxes.
11. **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.
12. **PUBLIC RECORDS.** Contractor acknowledges that the City is a public entity, subject to Arizona's public records laws (A.R.S. § 39-121 et. seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.
- 12.1. If Contractor believes document related to the Agreement contains trade secrets or other proprietary data, Contractor must notify the City and include with the notification a statement that explains and supports Contractor's claim. Contractor also must specifically identify the trade secrets or other proprietary data that Contractor believes should remain confidential.
- 12.2. In the event the City determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, the City, to the extent possible, will provide Contractor with prompt written notice by certified mail, fax, email or other method that tracks delivery status of the requirement to disclose the information so Contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Contractor to seek court ordered protection or other legal remedies as deemed appropriate by Contractor. If Contractor does not obtain such court ordered protection by the expiration of said time period, the City may release the information without further notice to Contractor.
13. **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.
14. **BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.
15. **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.
16. **DEFAULT.**
- a. A party will be in default if that party:
- i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;
- ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;

- iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner; or
 - iv. Fails to carry out any term, promise, or condition of the Agreement.
 - b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with Article 6 of the City's Procurement Rules.
 - c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.
 - d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.
17. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:
- a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
 - b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the bid and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.
 - c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
 - d. Neither party will be liable for incidental, special, or consequential damages.
18. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.
19. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.
20. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.
21. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate

the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.

22. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor will be entitled only to payment for those services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.
23. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.
24. **INDEMNIFICATION/LIABILITY.**
- a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) the services provided by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with or fulfill the obligations established by this Agreement.
 - b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.
 - c. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or services.
25. **WARRANTY.** Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner. The City's acceptance of service or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If any materials or services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction.
- Unless otherwise agreed, Contractor warrants that materials 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.
26. **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.
27. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of materials or services or any materials or services at all under this Agreement and acknowledges and agrees that the materials or services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.

28. **OWNERSHIP.** All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.
29. **USE OF NAME.** Contractor will not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.
30. **PROHIBITED ACTS.** Pursuant to A.R.S. § 38-504, a current or former public officer or employee within the last twelve (12) months shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such personnel in the course of his or her official duties at the City.
31. **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.
32. **RISK OF LOSS.** Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.
33. **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.
34. **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.
35. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.
36. **CONTRACT ADMINISTRATION.** The contract will be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the contract administrator(s).
37. **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose

performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

38. **COOPERATIVE USE OF CONTRACT.** The City has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

The City currently holds or may enter into Intergovernmental Governmental Agreements (IGA) with numerous governmental entities. These agreements allow the entities, with the approval of Contractor, to purchase their requirements under the terms and conditions of this Agreement.

A contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. A school district governing board shall adopt policies to exempt a person from the requirements of this subsection if the person's normal job duties are not likely to result in independent access to or unsupervised contact with pupils. A school district, its governing board members, its school council members and its employees are exempt from civil liability for the consequences of adoption and implementation of policies and procedures pursuant to this subsection unless the school district, its governing board members, its school council members or its employees are guilty of gross negligence or intentional misconduct.

Additionally, Contractor will comply with the governing body's fingerprinting policy of each individual school district and public entity. Contractor, subcontractors, vendors and their employees will not provide services on school district properties until authorized by the school district.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.

39. **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.
40. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.
41. **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Maricopa County, Arizona.
42. **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.

43. **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.
44. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.
45. **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.
46. **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to Arizona Revised Statutes Sections 1-501 and 1-502, any person who applies to the City for a local public benefit (the definition of which includes a grant, contract or loan) must demonstrate his or her lawful presence in the United States. As the Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes as applicable.



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

Nevada Office
 2900 Meade Ave, Ste 7
 Las Vegas, NV 89118
 P: 702.823.3902
 F: 702.777.7575

Arizona Office
 3806 S 16th Street
 Phoenix, AZ 85040
 P: 602.307.0425
 F: 435.656.3943

PROPOSAL

Date	Estimate
Jun 25, 2018	HAA 184062

www.HolbrookAsphalt.com

Client	Project Description	Project Location
Town of Florence Attn: Christopher Salas 224 W 20th ST Florence, Arizona 85132	FY18 HA5 Florence	Town of Florence 224 W 20th ST Florence, Arizona 85132





P.O. Number	Terms	Advisor
MA-F350-16004	Due upon completion	Deke Dekay deke@holbrookasphalt.com 602-819-8578

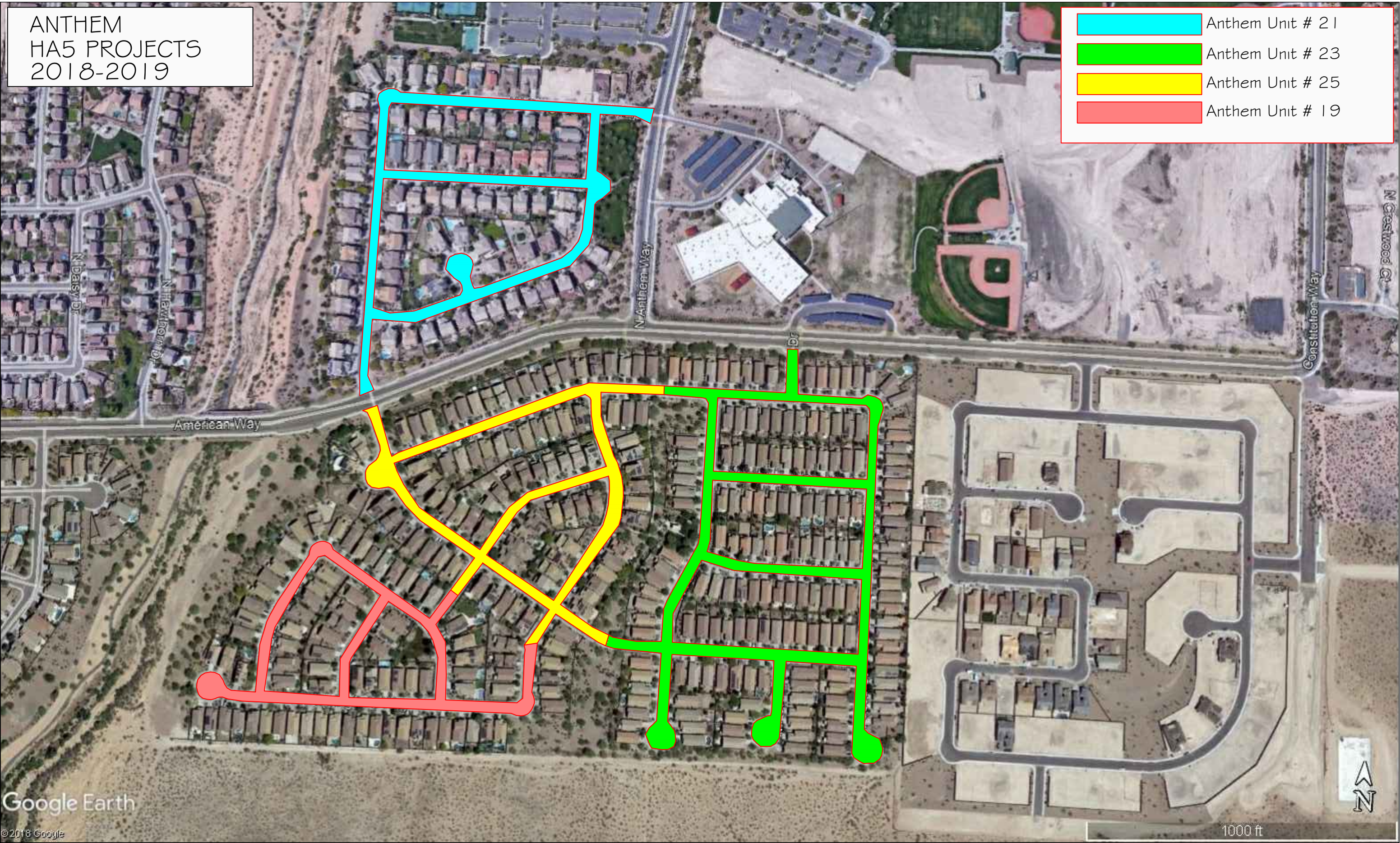
Description	Qty	U/M	Price	Total
454 HA5 (HDMB) <ul style="list-style-type: none"> Clean & prepare surface using high pressure air & wire bristle brooms Install "HA5" High Density Mineral Bond advanced performance pavement preservation treatment No guarantee surface treatments will adhere to areas saturated with motor oil HA5 meets demands of High Density Mineral Bond Specification established by agency engineers ***THIS PRODUCT HAS A FIVE YEAR WARRANTY PROVIDED BY BOTH THE MANUFACTURER AND CONTRACTOR***	143,584	SY	\$1.52	\$218,247.68
575 Pavement Markings (New Layout) Price includes first application of paint then second off thermoplastic. Short line will include tape symbols without ONLYS. Markers will first removed the re installed new. (2) mobilizations included	1		\$50,000.00	\$50,000.00
520 Traffic Control Traffic control services per plan	9	Day	\$1,100.00	\$9,900.00
523 Bonding Fees If necessary, a payment and/or performance bond cost will be adjusted to the total price of this proposal at a rate of 2 percent.	1	Ea	\$3,337.77	\$3,337.77
Total				\$281,485.45

Proposal and pricing void 45 days from date listed on proposal. Any proposals signed that are dated older than 45 days may have a revised and updated proposal resubmitted to client for signing. **EXCLUSIONS:** Holbrook Asphalt Co. ("Contractor") is not liable for any ADA compliance, if needed, Client should consult with an ADA compliance professional prior to specific project approval. Engineering, tests, permits, inspection fees and bonding fees are not included in price unless stated otherwise. Client is responsible for having automatic or manual gates open on day of work. Any damage to gates, sensors or loop sensors above or below asphalt are responsibility of Client. Regarding asphalt, concrete and excavation work: we are not responsible for subgrade scarification, re-compaction or concrete damage due to removal of asphalt. Pricing based on no more than depth dimensions listed. Upon construction, if it is determined that concrete or asphalt depth is greater than the estimation, client agrees to pricing adjustment as a result of project overrun. Not responsible for existing condition of subgrade, drainage in areas of less than 1% grade, adjustments of utilities, manholes and valve covers. We are not responsible for any damage to underground utilities and cost to repair the same. **PAYMENT TERMS:** Due Upon Completion (Completion by line item 'Progress Billing' and/or completion of project core) There may be concerns from Client following completion. Upon request, post-project walk-throughs may be scheduled to review concerns. Payment will still remain due upon invoice. Contractor is committed to client satisfaction and resolving concerns, though at times, this may be delayed. As the Client, I agree to not withhold payment due to walk-through requests, cleaning, touch-up, or warranty concerns. I understand and agree that I will be billed for towing as incurred and will be due on receipt. I agree that if I demand to retain payment until warranty work or touch up is completed, the retainer will be a fixed amount of 5% of invoice, up to \$750.00. I agree that I may be billed as each line item is completed and each item may become their own respective invoice. I understand that interest accrues on all past-due amounts at 24% per annum from invoice date, until paid in full; and may be billed collection fees of up to 40%, and Client agrees to pay all fees accrued by collection efforts. These terms apply to all amount(s) incurred by me and for whom I have committed management responsibility, regardless of timing. Total Proposal price includes one mobilization. Additional mobilizations may be billed up to \$3,500 per additional mobilization. This agreement provides Client written Notice of Right to Lien. Pricing does not include Bonding or prevailing wage/Davis Bacon Certification, unless stated otherwise. By signing this proposal (contract), I agree that Holbrook Asphalt Co. may not be held liable for delays, conditions, or Acts of God beyond their control, which situations may delay or cause cancellation partially or entirely on any project. Delays include project demand and material supply. **INSURANCE:** These insurance limits are listed by Holbrook Asphalt to inform Client of such. Any premiums above the following to be paid by Client. This disclosure overrules any other contract language wherein Holbrook Asphalt agrees to differing limits. Certificates available upon request. GENERAL LIABILITY: \$1m (inc.), \$2m (agg.) AUTO: \$1m UMBRELLA: \$2m (inc.), \$2m (agg.) PERSONAL INJ: \$1m WORKERS COMP: \$1m

Signature _____ Print Name _____ Date _____ Holbrook Asphalt Co _____

ANTHEM
HA5 PROJECTS
2018-2019

	Anthem Unit # 21
	Anthem Unit # 23
	Anthem Unit # 25
	Anthem Unit # 19



ANTHEM
HA5 PROJECTS
2018-2019

AMERICAN WAY
ANTHEM WAY
CONSTITUTION WAY



Google Earth




© 2018 Google

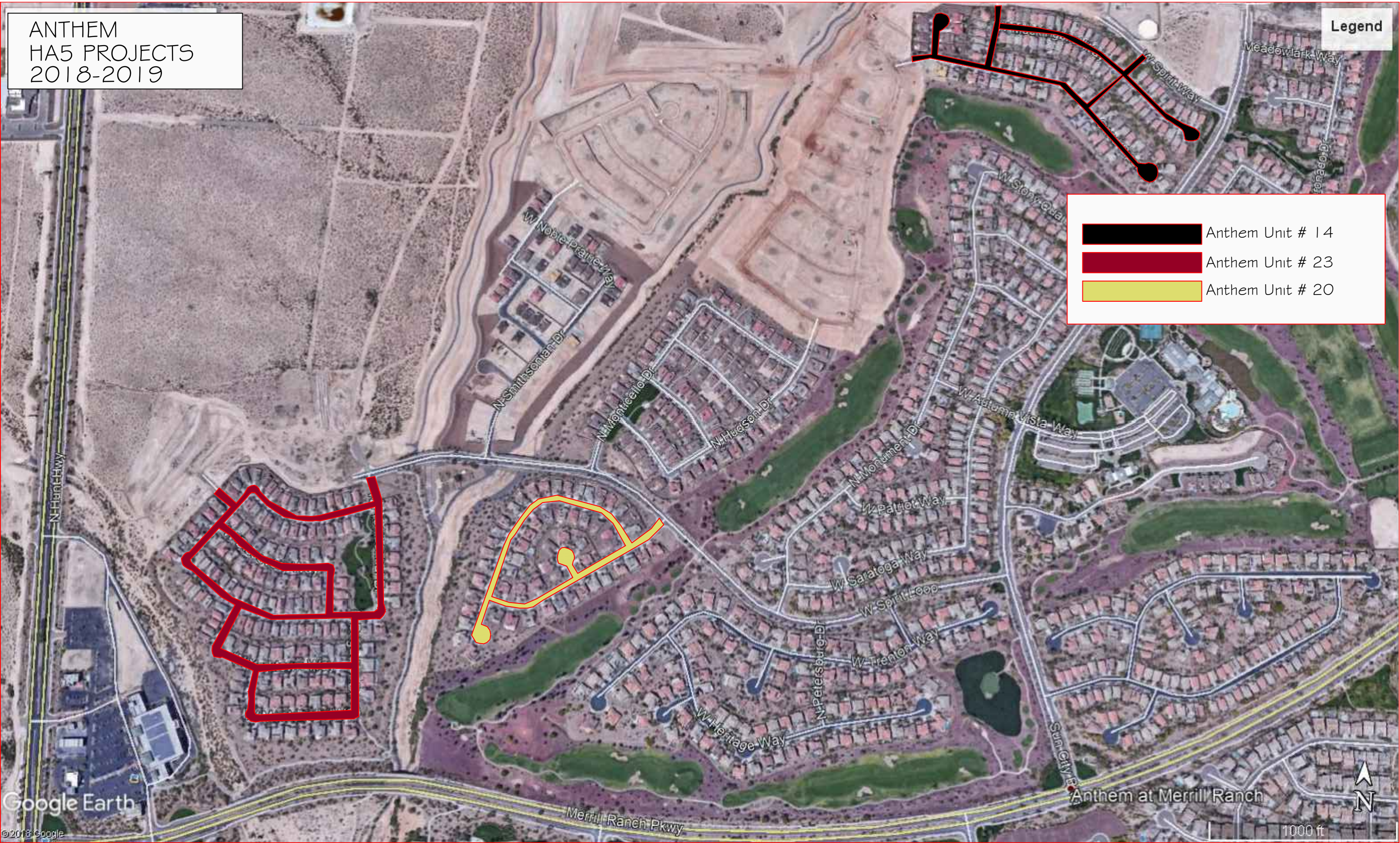
1000 ft

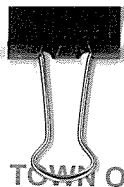


ANTHEM
HA5 PROJECTS
2018-2019

Legend

-  Anthem Unit # 14
-  Anthem Unit # 23
-  Anthem Unit # 20





**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:	Holbrook Asphalt Company (2307)	Date:	27-Jun-18
Commodity (general description):	HA5 High Density Mineral Bond advanced performance pavement preservation treatment.		
Dollar Amount:	\$323,708.27 (\$281,485.45 & 15% contingency \$42,222.82)	<i>(If over \$25,000, must go to Town Council for approval)</i>	
Account Number:	012-581-507	Account Description:	Operational CIP T-69 Pavement Preservation

SOLE SOURCE

Check all entries that apply:

- Purchase Request is made to the original manufacturer or provider; There are no regional distributors.
- Purchase Request is made to the only area distributor of the original manufacturer or provider.
- This is the only known item that will meet the specialized needs of the department or perform the intended functions.
- Parts/equipment are not interchangeable with similar parts of another manufacturer.
- Parts/equipment are required from this vendor to provide standardization.
- The elements of time and, therefore, cost to the town override the potential cost savings realized through standard purchasing procedures.
- None of the above apply. Detailed explanation for sole source request is contained in the attached memorandum.

EMERGENCY

Check all entries that apply. At least two of the following conditions must be met:

- Human life is in danger
- A natural disaster or act of God requires immediate action.
- An unanticipated circumstance poses a threat to city property.
- A situation exists where work on a specific project will stop or be adversely affected unless immediate

JUSTIFICATION:

CIP T-69 Pavement Preservation - Fall Project. Holbrook Asphalt is the only vendor in the State of Arizona that uses the HA5 product.

City of Mesa (Cooperative Contract #2016/62 (HA5 High Density Mineral Bond).

On the basis of the foregoing, I recommend competitive procedures be waived and the material or service be procured as a sole source or emergency purchase as indicated above.

Signature of Department Director:

Date: 6/27/18

Jan

Review by Finance Director:

Date: 7-5-18

Approved by Town Manager:

Date: 7/5/18

EXHIBIT E: Back up documentation

**TOWN OF FLORENCE, ARIZONA
CONTRACT FOR COOPERATIVE USE OF CITY OF MESA, CONTRACT NO 2016162 TO
PROVIDE HA5 POLYMER MODIFIED ASPHALT PAVING.**

THIS CONTRACT (the "Contract") is made and entered into effective as of the 16th day of July, 2018 ("Effective Date"), by and between the Town of Florence, Arizona (the "Town"), and Holbrook Asphalt (the "Contractor") and together with the Contract Documents referred to and incorporated herein, is the "resultant contract" contemplated in City of Mesa Contract #2016162 to provide polymer modified asphalt paving. 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 "1"** (the "Goods" or "Services"). The Contractor shall provide the Goods in accordance with the schedule attached in **Exhibit "1"**, and the Contract Documents, including all exhibits to the Master Contract including but not limited to any 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 City of Mesa Contract #2016162 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 Mesa", "Buyer" and "City" shall be deemed to be and refer to the Town of Florence; the terms: "Deputy Finance Director" 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:
 - City of Mesa Contract #2016162 Expires 6/30/2019
 - Exhibit 1 – Holbrook Asphalt – HA5 – Scope of Work
 - Exhibit 2 – Map Anthem - Units # 21, 23, 25 & 19
 - Exhibit 3 – Map Anthem – American Way, Anthem Way & Constitution Way
 - Exhibit 4 – Map Anthem – Units # 14, 23 & 20
 - Sole Source
 - Professional Services Contract

5. **CONTRACT PRICING:** Contract pricing shall be consistent with the Contract Documents and Contractor's Proposal and is listed in **Exhibit "1"** (Scope of Work), and shall not exceed \$323,708.27 (Proposal \$281,485.45 with a 15% contingency, \$42,222.82.)
6. **TERM OF CONTRACT:** The term of this Contract shall be from the Effective Date through satisfactory completion of the Services or delivery of Goods and acceptance of the Services and/or Goods by the Town. Time is of the essence to the terms of this Contract.
7. **COMPLIANCE WITH FEDERAL AND STATE LAWS.**
 - A. The Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.
 - B. Under the provisions of A. R. S. § 41-4401, Contractor hereby warrants to the Town that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A. R. S. § 23-214 (A) (hereinafter "Contractor Immigration Warranty").
 - C. A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the Town.
 - D. The Town retains the legal right to inspect the papers of any Contractor or Subcontractor's employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the Town in regard to any such inspections.
 - E. The Town may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the Town in regard to any random verification performed.
 - F. Neither the Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by section 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A. R. S. § 23-214, Subsection A.
 - G. The provisions of this Section must be included in any contract the Contractor enters into with any and all of its subcontractors who provide Services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.
8. **METHOD OF PAYMENT.** Method of payment shall be set forth in **Exhibit "1"**. If payment is to be made monthly, Contractor shall prepare monthly invoices and progress reports which clearly indicate the progress to date and the amount of compensation due by virtue of that progress. All invoices shall be for Services completed or Goods accepted by the Town.

9. **TERMINATION.** Town, at any time and for any reason and without cause, may terminate, suspend or abandon any portion, or all, of this Contract at Town's convenience without penalty or recourse. Contractor shall receive payment for Services or Goods satisfactorily completed and accepted by Town, as determined by Town in its reasonable discretion, based on the Goods and/or Services requirements and schedule for payment.
10. **INDEPENDENT CONTRACTOR.** It is understood that Contractor shall be an independent contractor with respect to Services and/or Goods provided under this Contract, and shall not be deemed to be a partner, employee, joint venture, agent, or to have any other legal relationship with Town.
11. **Notices.** Any notice to be given under this Contract shall be in writing, shall be deemed to have been given when personally served or when mailed by certified or registered mail, addressed as follows: Town: Town of Florence, Town Clerk, 775 N. Main Street, PO Box 2670, Florence, AZ 85132; and Contractor: Holbrook Asphalt, Mark Beatty, 3806 S. 16th Street, Phoenix, AZ 85040.
12. **INDEMNIFICATION.** To the fullest extent permitted by law, the Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the Town of Florence, its Mayor and Council members, its agents, officers, officials, representatives and employees, from and against all demands, claims proceedings, suits, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), and all claim adjustment and handling expenses, relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, Goods or Services of the Contractor, its agents, employees or any tier of Contractor's subcontractors related to the Goods or Services in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify Town of Florence, its Mayor and Council members, its agents, officers, officials, representatives and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use of resulting therefrom, caused by Contractor's acts, errors, mistakes, omissions, Goods, Services in the performance of this Contract including any employee of the Contractor, any tier of Contractor's subcontractors or any other person for whose acts, errors, mistakes, omissions, Goods, Services the Contractor may be legally liable. 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

By: _____

Date: _____

Its: _____

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 15c.
MEETING DATE: July 16, 2018 DEPARTMENT: Administration STAFF PRESENTER: Clifford L. Mattice, Town Attorney SUBJECT: Town Manager Employment Agreement		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input checked="" type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Approval of entering into an Employment Agreement with the Town Manager Brent Billingsley.

BACKGROUND/DISCUSSION:

The Town Council has held three executive sessions to both evaluate and enter into an extension of the Town Manager Brent Billingsley’s employment agreement. The changes in the terms and conditions are as follows:

- Section 1: Term, extends the contract by 4 ½ years. The new term will expire on December 31, 2022.
- Section 3: Compensation increase 10.8% based on market comparison.
- Section 5: Vacation and Sick Leave, increases vacation leave from 15 days to 20 days per year.
- Section 9: Severance, increases severance from four months to six months.

A VOTE OF NO WOULD MEAN:

The Town Manager’s employment agreement would expire on December 31, 2018, unless the Town Council and Town Manager agreed upon terms prior to the expiration of the employment agreement.

A VOTE OF YES WOULD MEAN:

The Council would successfully enter into an employment agreement with the Town Manager with a term expiring December 31, 2022.

FINANCIAL IMPACT:

The Town Manager compensation, per the contract, is \$151,329 effective July 1, 2018. Monies were included in the administrative budget to cover the increased cost.

ATTACHMENTS:

Employment Agreement

**EMPLOYMENT AGREEMENT EXTENSION
TOWN MANAGER**

THIS AGREEMENT is made and entered into this 16th day of July, 2018 by and between the Town of Florence, an Arizona municipal corporation, (hereinafter called either the “**Town**” or “**Employer**”) and Brent D. Billingsley, (hereinafter called the “**Manager**” or “**Employee**”), both of whom understand and agree as follows:

WHEREAS, Arizona Revised Statutes (“A.R.S.”) § 9-303(A), allows the Town to create the office of Town Manager; and

WHEREAS, A.R.S. § 9-303(B) allows the Town to specify the powers and duties relating to the affairs of the Town Manager; and

WHEREAS, the Town has established the office of the Town Manager pursuant to Florence Town Code § 31.065; and

WHEREAS, the Town desires to employ the services of the Employee as the Town Manager, and the Employee desires to serve as Town Manager, pursuant to the terms, conditions and provisions of this Agreement; and

WHEREAS, it is the intention of the parties hereto to provide for the terms and conditions by which the Town shall receive the services of the Employee and to provide for him to remain in such employment, to make possible full work productivity by assuring his morale and peace of mind with respect to future security; to deter against malfeasance or dishonesty for personal gain on his part; and to provide for terminating his service at such time as he may be unable to fully discharge his duties or when the Town or Employee may otherwise desire his separation from service.

NOW, THEREFORE, the Town and the Employee, for and in consideration of the terms, conditions and provisions hereinafter established, have agreed, and do hereby agree as follows:

Section 1: Term

The term of this Extension shall be for a period of four (4) years and six (6) months from July 1, 2018 (“Effective Date” of the Agreement) through December 31, 2022. Thereafter, should either party decide to decline renewing, renegotiating or otherwise extending this Agreement, written notice of such intention not to renew shall be provided ninety (90) days before the expiration of the current term.

Section 2: Duties and Authority

Employer agrees to employ the Employee as Town Manager to perform the functions and duties specified in The Code of the Town of Florence, Arizona (“**Florence Town Code**”), and to perform other legally permissible and proper duties and functions. As the Chief Executive Officer of the Town, the Manager shall comply with Federal and State laws, the Florence Town Code, all Town Policies, rules, regulations, contracts and Ordinances as they exist or may hereinafter be amended; and, all lawful Council directives. All duties assigned to the Manager shall be discharged consistent with the professional role and responsibility of the Town Manager position.

Section 3: Compensation

The Employer agrees to pay Employee an annual base salary of One Hundred and Fifty One Thousand and Three Hundred Twenty Nine and No/100 Dollars (\$151,329) for the first year of this Agreement, payable in installments at the same time and in the same manner that other full-time employees of the Town are paid. After the first twelve (12) months of this Agreement, the Employer may annually determine increases to the Employee’s salary as part of the Town’s annual budget process and/or through the annual performance evaluation process as outlined in Section 11.

Section 4: Health, Disability and Life Insurance Benefits

Upon commencing employment, the Employer agrees to provide and to pay the premiums for health, hospitalization, surgical, vision, dental and comprehensive medical insurance for the Employee and his dependents in the amounts and in the same manner as all other full-time employees of the Employer.

Similarly, the Employer agrees to put in force and to make required premium payments for short term and long term disability insurance coverage for the Employee while this Agreement is in force and consistent with the benefits provided to all other full-time employees of the Employer. The Employer shall also pay the amount due for term life insurance as provided to all other full-time employees of the Employer. The Employee shall have the right to choose the beneficiary on such policies.

Section 5: Vacation, and Sick Leave

The Employee shall be entitled to a total of twenty (20) days of vacation each year, accrued in increments in the same manner as provided to all other full-time Town employees, exclusive of holidays recognized by the Employer, which the Employee shall also be entitled to. The Employee may accrue unused vacation time of up to Four Hundred (400) hours and shall be eligible to use the Town’s newly approved “Vacation Buyback” Program.

Additionally, upon commencing employment, the Employee shall accrue sick leave at the rate of 8 hours per month. Employee shall be entitled to accrue sick leave in the same manner as provided to all other full-time Town employees.

In the event of termination, either voluntarily or involuntarily, the Employee shall be compensated for all accrued and unused vacation time as of the date of termination, not to exceed 400 hours.

Section 6: Automobile and Monthly Expense Allowance

Employee's duties will require that he use his personally owned vehicle for Employer business. Employer has recognized this by agreeing to pay to Employee \$400.00 per month to reimburse Employee for all business use of his vehicle. Employee shall be responsible for paying for liability, property damage, and comprehensive insurance, and for the purchase, operation, maintenance, repair, and regular replacement of said automobile.

Section 7: Retirement

The Employer agrees to enroll the Employee into the Arizona State Retirement System (ASRS) and during the life of this Agreement to make all matching contributions required by Arizona State Law. Additionally, the Employer agrees to execute all necessary agreements for the Employee to participate in the Town sponsored Section 457 Plan.

Section 8: Termination

Employee acknowledges and agrees that the Town may terminate Employee at any time during the term of this Agreement, without any cause whatsoever.

For the purpose of this Agreement, termination shall occur when one of the following occurs:

1. The majority of the Town Council votes to terminate the Employee pursuant to Article 31.070 of the Florence Town Code, as amended from time to time;
2. Voluntary Resignation, Retirement or death of the Employee;
3. Mutual agreement of the Council and Employee in writing signed by the Employee and the Town;

4. If the Employer, citizens or legislature acts to amend any provisions of the Florence Town Code, ordinances or appropriate enabling legislation pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government from a Manager-Council form of government to a strong Mayor form of government, the Employee shall have the right to declare that such amendments constitute termination;
5. Reach of any material term of this Agreement by Employer as determined under the provisions of Section 20(D) and/or (E);
6. In the event that Employer at any time during the term of this Agreement reduces the salary, compensation or other financial benefits to Employee in a greater percentage than an applicable across-the-board reduction of all Employees, unless such reduction is done with the specific consent of Employee; or
7. Employee resigns following a suggestion, whether formal or informal, by a majority of the Council that he resign; then, in that event, Employee may, at his option, be deemed to be "terminated."

Section 9: Severance

Severance shall be paid to the Employee when employment is terminated as defined in Section 8 unless this Agreement is terminated because of (i) Employee's retirement, voluntary resignation or death or (ii) Employee's material breach of this Agreement, wherein no severance would be paid. Severance shall equal six (6) months' salary at the current rate of pay and shall be paid pursuant to this Section in installments at the same time and in the same manner as full-time Town employees.

In the event of any termination, Employee shall be compensated for all unused accrued vacation time, not to exceed 400 hours.

Severance shall include, for a period of six (6) months following termination, the Employer payment of its portion of the cost to continue the following benefits as part of the Town's regular benefit program:

1. Health and dental insurance for the employee and all dependents (if any) in the same amounts and in the same manner as full-time employees of the Employer; and
2. Life insurance.

During the time that severance is paid pursuant to this Section, if Employee is employed in a substantially similar position or for substantially similar pay, then Employee's right to severance pay shall terminate effective with the actual date of employment in the new position. In no event, shall Employee receive more than six (6) months of severance pay. "Substantially similar position" shall mean any position as a director of a department or higher within a municipality or other governmental agency, and "substantially similar pay" shall mean a salary no less than 80% of Employee's current base salary.

If the Employee is terminated for cause, then the Employer is not obligated to pay severance under this Section. Cause includes, but is not limited to, the following:

1. Commission of a felony or serious misdemeanor;
2. Conduct constituting moral turpitude, which shall be conduct where Employee acts with fraudulent intent, or acts intentionally dishonest for personal gain or other corrupt purpose;
3. Breach of any provision of this Agreement;
4. Fraud, misrepresentation, or active concealment of material facts;
5. Commission of an act of gross insubordination by refusing to take a legal, valid action that is clearly within the scope of his employment when specifically directed to do so by a majority of the Council at a duly posted public meeting; and
6. Severely damaging the reputation of the Town or the Council or otherwise substantially impairing the Town's ability to maintain or attract business.

As a condition precedent to receiving the severance payment, Employee and the Town shall execute a severance agreement containing a mutual release acceptable to both parties, which shall include the parties' (i) full release of each other and all of their respective agents, employees, and elected officials from any and all claims, including but not limited to, demands, damages, causes of action or liability arising out of Employee's employment or termination of employment with the Town, and (ii) an agreement not to initiate or cause to be initiated any lawsuit, claim, grievance proceeding or investigation of any kind, under any contract, law or regulation, pertaining (a) to his employment with the Town or (b) related to any Town acts or omissions. If the parties cannot agree on terms for a severance agreement, Town shall be relieved of any and all obligation to pay any severance under this Agreement.

Section 10: Resignation

In the event that the Employee voluntarily resigns his position with the Employer, the Employee shall provide a minimum of thirty (30) days written notice unless the parties agree otherwise. If the Employee voluntarily resigns under this Section, Employee shall not be entitled to Severance pay or insurance benefits under Section 9, unless later agreed to by the parties.

Section 11: Performance Evaluation

Employer may review Employee's job performance at least once annually during each employment year. The reviews shall be conducted during the month of June of each year of the employment. If Employer fails to conduct an annual review by the end of June, Employee has the right to request Employer to conduct a review. If Employee fails to request a review by the end of June, the parties, by their action, will be deemed to have waived the review for that year of the Agreement. For the scheduled performance review in June, 2018, the Employer and the Employee shall meet to conduct an annual performance review. Notwithstanding the provisions of Section 1, as a part of that review, the parties shall, in good faith, discuss their individual intent to renew, renegotiate or otherwise extend the Agreement beyond December 31, 2022.

Section 12: Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule, which may occasionally include time out of the office during normal business hours for personal matters. The Employee, however, acknowledges the proper performance of the Town Manager's duties require the Manager to generally observe normal business hours and will also often require the performance of necessary services outside of normal business hours. The Employee agrees to devote such additional time as is necessary for the full and proper performance of the Town Manager's duties and that the compensation herein provided includes compensation for the performance of such services. Employee shall devote full time and effort to the performance of the Town Manager's duties.

Section 13: Outside Activities

The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee, with the prior consent of the Council, may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with his responsibilities under this Agreement.

Section 14: Residency

The Town agrees to suspend enforcement of the residency provisions of the Town of Florence Code § 31.066, for the term of the Agreement.

Section 15: Dues, Subscriptions and Professional Development

1. Employer agrees to budget and to pay for all professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the Employer. Said dues and subscriptions shall include, but not be limited to, Arizona City/County Management Association, International City/County Management Association, American Planning Association, Arizona Planning Association, and Association of State Floodplain Managers.
2. Employer hereby agrees to budget for and to pay for all travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue professional development of Employee, including the Winter and Summer conferences of the Arizona Town/County Management Association, and to adequately pursue necessary official functions for Employer. Employer also agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for his professional development and for the good of the Employer. Employee must receive approval of Council prior to enrolling in an out of state professional development course, institute, seminar, or other professional development that will result in travel and subsistence expenses to the Town.

Section 16: Indemnification

Beyond that required under Federal, State or Local Law, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Town Manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. The Employer shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including reasonable attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of

or in connection with the performance of his duties not arising out of any act or omission of Employee involving willful or wanton conduct or gross negligence. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available. Employee recognizes that Employer shall have the right to compromise and settle any claim or suit.

Section 17: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 18: Other Terms and Conditions of Employment

The Employer shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Town of Florence Town Code or any other law.

Section 19: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows or to such other address provided by the parties:

1. EMPLOYER: c/o Lisa Garcia, Town Clerk, Town of Florence, 775 N. Main Street, P.O. Box 2670, Florence, AZ 85132
2. EMPLOYEE: Mr. Brent D. Billingsley, 9144 North Cordoniz Lane, Casa Grande, Arizona 85194

Alternatively, notice required pursuant to this Agreement may be personally served on Employer by hand-delivering the notice to the Town Clerk or on the Employee by hand-delivering the notice to the Employee. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 20: General Provisions

1. Integration. This Agreement and any attachments represent the entire agreement between Employer and Employee relating to the employment of Employee by the Employer and supersede all prior negotiations, representations or agreements, either expressed or implied, written or oral. It is mutually understood and agreed

that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto. Written and signed amendments shall automatically become part of this Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

2. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest. However, this Agreement may not be assigned or transferred by either the Employer or the Employee.
3. Severability. If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.
4. Arbitration. In the event that there is a dispute hereunder which the parties cannot resolve between themselves, the parties agree to attempt to settle the dispute by nonbinding arbitration before commencement of litigation. The arbitration shall be held under the rules of the American Arbitration Association. The matter in dispute shall be submitted to an arbitrator mutually selected by Employer and Employee. In the event that the parties cannot agree upon the selection of an arbitrator within seven (7) days, then within three (3) days thereafter, the Employer and Employee shall request the presiding judge of the Superior Court in and for the County of Pinal, State of Arizona, to appoint an independent arbitrator. The cost of any such arbitration shall be divided equally between the Employer and Employee. The results of the arbitration shall be nonbinding on the parties, and any party shall be free to initiate litigation subsequent to the final decision of the arbitrator.
5. Governing Law and Venue. The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this Agreement shall be tried in a court of competent jurisdiction in Pinal County, State of Arizona, and may be removed therefrom only upon the mutual agreement of the Employee and the Employer.
6. Attorney's Fees and Costs. In the event either party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition in this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and

appeal expenses, collection expenses, reasonable attorney's fees, necessary witness fees and court costs to be determined by the court in such action.

7. Conflict of Interest. The provisions of A.R.S. §38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this Agreement.

TOWN OF FLORENCE, an Arizona
Municipal Corporation

Brent D. Billingsley

By _____
Mayor


By _____
Brent D. Billingsley

ATTEST:

Lisa Garcia, Town Clerk

APPROVED AS TO FORM:

Clifford L. Mattice, Town Attorney

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 15d.
MEETING DATE: July 16, 2018 DEPARTMENT: Administration/Legal/Development Services STAFF PRESENTER: Lisa Garcia, Deputy Town Manager/ Town Clerk SUBJECT: Direction on the Cuen Property		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1 st Reading <input type="checkbox"/> 2 nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input checked="" type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnerships and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Discussion and possible action on the Cuen Building.

BACKGROUND/DISCUSSION:

The Cuen Building is an example of Transformed Sonoran architecture. Available evidence suggests that the building was originally built as a residence and shop by Francisco Cuen, a butcher. The brick and adobe building then housed Florence’s first telephone exchange. As initially constructed, the building was L-shaped, with two one-room wide wings. The building interior was extensively remodeled in 1910 for use as Florence’s first telephone central office. At about this time, the structure’s 11th Street wing was shortened. The building continued in use as the Town’s telephone exchange until after 1941. By 1960, it had become the office of attorneys Tom Fulbright and Ernest McFarland. Mr. Fulbright, a prominent Florence lawyer, served as Pinal County District Attorney and, later, as Attorney for the Town of Florence. For the past few decades, the building has been unoccupied and continually deteriorating. The Cuen Building is approximately 1,000 square feet.

On October 7, 2013, Langley Momentum Historical, LLC, donated the Cuen building, located at 145 N. Main Street, via a Special Warranty Deed. In 2013, an external and internal assessment of the facility with Town staff, and Swan Architects, confirmed that action was needed to either demolish, stabilize, rehabilitate or re-construct the subject building. When staff discussed the options for this building with the Historic District Advisory Commission (HDAC), and Town Council, in 2014, staff was directed to hold off on the building demolition while the Town sought out other options. Per Town Code, to

proceed with a demolition permit for any structure within the Historic District, a demolition permit needs to be approved by the HDAC.

Unfortunately, auction attempts on the building proved to be unsuccessful. Staff again presented the demolition option to the HDAC in January of 2015. In reviewing this matter, the Commission considered the results of a cost analysis by Swan Architects, to rehabilitate/re-construct the Cuen Building. Utilizing this and other information, the HDAC determined that the structure could not be preserved in an economical manner.

On February 17, 2015, Town Council directed staff to resubmit the building for auction and lowered the minimum bid amount to \$1,000 with deed restrictions. Three bids were received. On April 6, 2015, Council awarded the bid to Mr. Stephen T. Smallidge, Happy Adobe, in the amount of \$2,500.

The Town of Florence issued deed restrictions on the subject parcel as follows:

Phase 1: The subject building must be stabilized within 100 days of the successful bidder taking title to the building. A one-time 30-day extension to complete the stabilization may be granted by the Town. Extensions will be granted upon special circumstances authorized by the Town of Florence. Stabilization, at a minimum shall mean that the building is considered structurally safe and sound though not yet occupiable; the building is generally weather-proofed; the pigeon infestation is adequately addressed; windows and doors on the building are exposed; and exterior walls are repaired, surfaced and painted.

Phase 2: The complete renovation/rehabilitation of the subject building must be completed within 24 months of the successful bidder taking possession of the building. A one-time 180-day extension to complete the renovation/rehabilitation may be granted by the Town. Extensions will be granted upon special circumstances authorized by the Town of Florence. Renovation/rehabilitation shall mean that the subject structure is brought to a condition where the subject building could be occupied.

If the deed restrictions are not met, the ownership of the building will revert to the Town of Florence.

Mr. Smallidge appeared at the January 17, 2017 Town Council meeting to provide an update on stabilization and rehabilitation of the Cuen Building. Mr. Smallidge informed the Town Council that he needed additional time to complete the rehabilitation of the building. He stated that he planned on completing the building renovations and having a Certificate of Occupancy on the building by the Fall of 2017, which requires him to obtain an additional 180-day to complete the rehabilitation/construction process. On January 18, 2017, Mr. Smallidge filed a formal request for a 180-day extension, pursuant to the provisions of the Special Warranty Deed.

Pursuant to the Special Warranty Deed, renovation/rehabilitation of the building must be completed within two years of the effective date. A one-time 180-day extension may be

granted. Renovation/Rehabilitation shall mean that a Certificate of Occupancy has been issued. The original term of the Special Warranty Deed expired on May 11, 2017. The one-time 180 extension allowed Mr. Smallidge until November 11, 2017, to receive a Certificate of Occupancy. On February 6, 2017, Council granted the one-time extension.

It was noted at that meeting, as in all other meetings, that if the owner does not fulfill the terms of the Special Warranty Deed the reverter clause would be triggered. The deed will become null and void and fee title to, full ownership and all rights and benefits to the Real Property shall automatically reinvest in and revert to the Town without further action by either party.

November 6, 2017, Council approved the extension giving Mr. Smallidge until May 11, 2018, to complete the renovation/Rehabilitation of the Cuen building keeping all terms of the Special Warranty Deed with Reverter.

In May, the Town and Mr. Smallidge agreed to revert the property to the Town. The Town Council now must determine the next steps. The following are a list of options for Council to consider:

1. Refer the item to the HDAC to receive a recommendation on if the building should be demolished. This item was forwarded to the HDAC in January of 2015. In reviewing this matter, the Commission considered the results of a cost analysis by Swan Architects, to rehabilitate/re-construct the Cuen Building. Utilizing this and other information, the HDAC determined that the structure could not be preserved in an economical manner.
2. Direct staff to prepare auction documents consistent with the 2015 public sale of the Cuen Building.
3. Direct staff to hire a consultant to determine costs to improve the property to obtain a certificate of occupancy. If reasonable add the item to the Town CIP project list.

A VOTE OF NO WOULD MEAN:

Not Applicable

A VOTE OF YES WOULD MEAN:

Not Applicable

FINANCIAL IMPACT:

The Town Council would need to determine if the Town would demolish, auction, or complete the project as part of the Capital Improvement Projects. Fiscal analysis will need to be completed based on the Council's direction.

ATTACHMENTS:

Power Point Presentation



Cuen Building

July 16, 2018





























TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 15e.

MEETING DATE: July 16, 2018

DEPARTMENT: Development Services

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

SUBJECT: Resolution No. 1672-18: purchase a portion of land located in the Southwest quarter of Section 24, Township 4 South, Range 9 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona.

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

STRATEGIC PLAN REFERENCE:

- Community Vitality
- Economic Prosperity
- Leadership and Governance
- Partnership and Relationships
- Transportation and Infrastructure
- Statutory
- None

RECOMMENDED MOTION/ACTION:

Motion to adopt Resolution No. 1672-18: 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.

BACKGROUND/DISCUSSION:

During the building permit process, the owners of the property located at 750 E. Gila Boulevard, notified the Town that the road on the northern edge of their property was in fact on their property and not within Town right-of-way (ROW). In order for the Town to maintain the section of road known as Colorado Avenue, the Town has worked with the property owner in good faith during the existing construction project and obtained a temporary construction easement until such time the Town could formally purchase the property. The Town and property owner have agreed to the comparative market analysis (CMA) which establishes a CMA of \$2.00 per square foot for similar sized commercial buildings located throughout Pinal County. The size of the purchase is 3,223 square feet which establishes a purchase price of \$6,446.00.

A VOTE OF NO WOULD MEAN:

The Town would need to proceed with a condemnation in which the property owner would be due just compensation established by a formal appraisal.

A VOTE OF YES WOULD MEAN:

The Town would accept this portion of Colorado Avenue into the Town's maintenance program.

FINANCIAL IMPACT:

\$6,446

ATTACHMENTS:

CMA Land Value

Resolution No. 1672-18

Exhibit A – APN 200-51-009A R/W Dedication

Exhibit B – 170036A ROW

Exhibit C - Temporary Construction Easement and Agreement for Roadway Purposes

Exhibit D - Letter of Agreement

Exhibit E - Special Warranty Deed

Comparable Properties

5676566



4345 W OUTER DR 256
Eloy AZ

5735077



8710 W SANDY LN 2977
Arizona City AZ

5620203



0 N FAIROAK LN 68
Casa Grande AZ

List Price	\$6,500	\$8,900	\$12,500
Original List Price	\$6,500	\$8,900	\$12,500
Sold Price	\$10,000	\$8,000	\$8,000
Status	Closed	Closed	Closed
Status Date	05/01/2018	04/28/2018	12/20/2017
Agent Days on Market	209	18	180
Cumulative Days on Market	179	18	180
# Bedrooms	0	0	0
# Bathrooms	0	0	0
Approx SQFT	0	0	0
Approx Lot SqFt	0.14	0.22	0.17
Year Built	0	0	0
Price	\$10,000	\$8,000	\$8,000

5557679



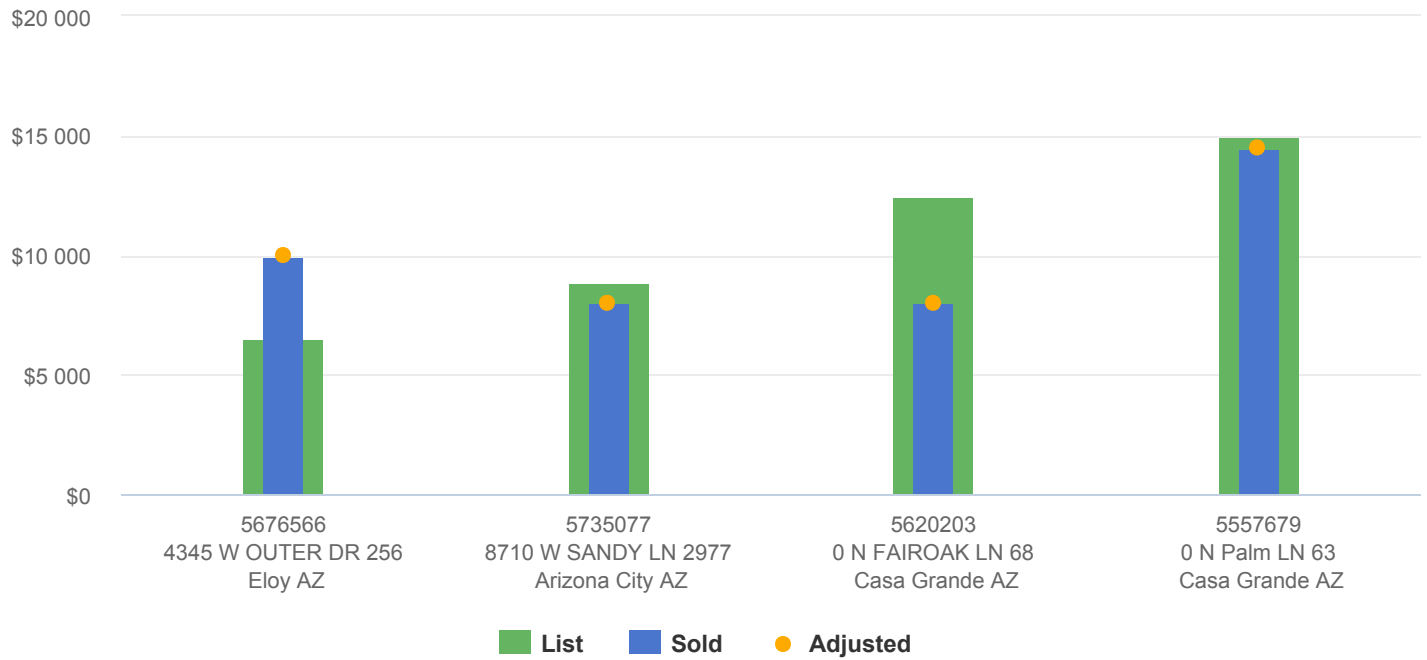
**0 N Palm LN 63
Casa Grande AZ**

List Price	\$15,000		
Original List Price	\$15,000		
Sold Price	\$14,500		
Status	Closed		
Status Date	03/01/2017		
Agent Days on Market	14		
Cumulative Days on Market	8		
# Bedrooms	0		
# Bathrooms	0		
Approx SQFT	0		
Approx Lot SqFt	0.17		
Year Built	0		
Price	\$14,500		

Price Analysis

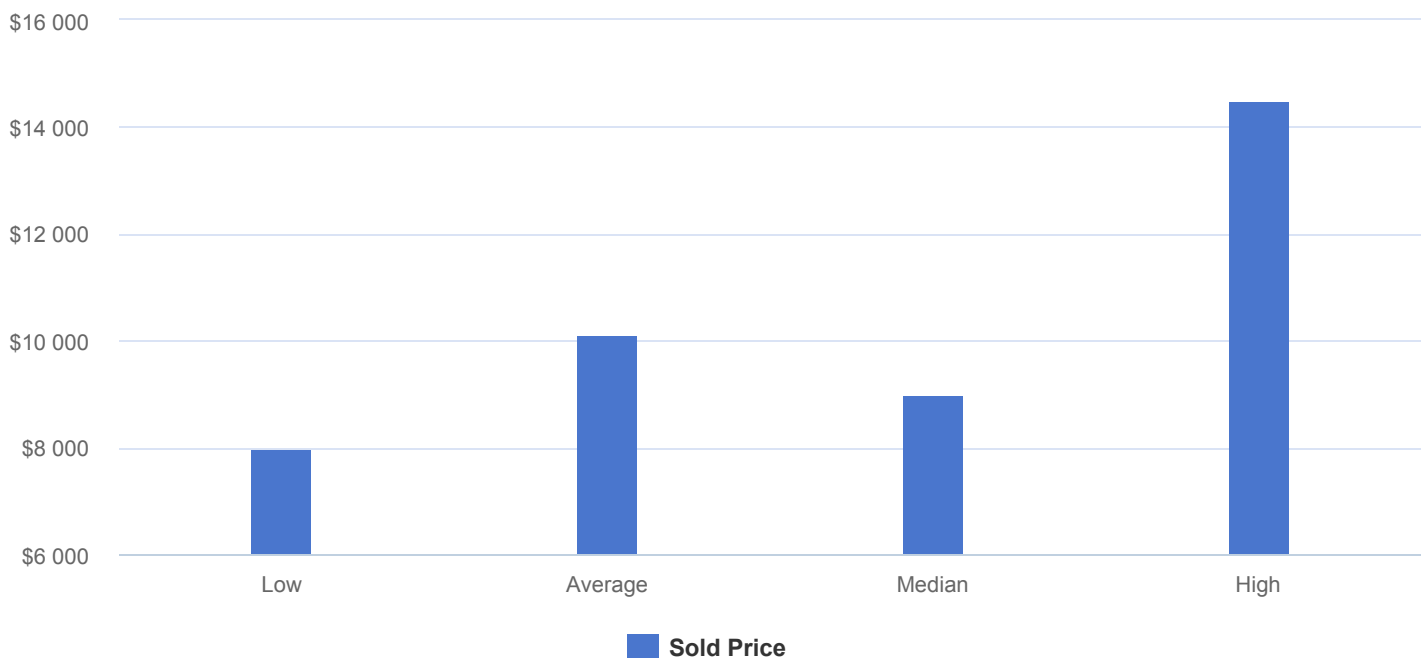
List, Sold and Adjusted Prices

Closed Listings



Low, Average, Median, and High Sold Prices

Closed Listings



Summary of Closed Listings

MLS #	Address	List Price	ADOM	CDOM	Encoded Features	Approx SQFT	Price per		Sold Price	Total Adjusts	Adjusted Price	
							Approx SQFT	Sold Date				
5676566	4345 W OUTER DR 256, Eloy AZ	\$6,500	209	179		5,980	\$1.67		04/30/2018	\$10,000	-	\$10,000
5735077	8710 W SANDY LN 2977, Arizona City AZ	\$8,900	18	18		9,753	\$0.82		04/27/2018	\$8,000	-	\$8,000
5620203	0 N FAIROAK LN 68, Casa Grande AZ	\$12,500	180	180		7,002	\$1.14		12/19/2017	\$8,000	-	\$8,000
5557679	0 N Palm LN 63, Casa Grande AZ	\$15,000	14	8		7,502	\$1.93		02/28/2017	\$14,500	-	\$14,500

Low, Average, Median, and High Comparisons

	Closed	Overall
Low		\$8,000
Average		\$10,125
Median		\$9,000
High		\$14,500

Overall Market Analysis (Unadjusted)

Status	#	List Vol.	Avg. List Price	Sold Vol.	Avg. Sold Price	Avg. Sale/List Price	Avg. Price/ SqFt	Avg. List \$/Price/ SqFt	Avg. Sold \$/Price/ SqFt	Avg. ADOM	Avg. CDOM
Closed	4	42,900	10,725	40,500	10,125	1.01	2	7,372.94	7,872.06	105	96
Overall	4	42,900	10,725	40,500	10,125	1.01	2	7,372.94	7,872.06	105	96

When Recorded Return to:

Town Clerk, Town of Florence
PO Box 2670
775 North Main Street
Florence, AZ 85132

RESOLUTION NO. 1672-18

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.

WHEREAS, the Town of Florence (“Town”) through its Town Council, and Town Manager, desires to purchase a certain portion of right-of-way necessary for a public roadway project in Florence, Arizona, described in **Exhibit “A”** (legal description) and **Exhibit “B”** (map/description) (collectively the “Property”) which exhibits are attached and incorporated herein; and

WHEREAS, the owner of the Property abutting the roadway project, Gila River Center, L.L.C. (“Gila”), desires to sell to the Town a portion of its property necessary for the roadway project and to grant the Town a temporary construction easement on its property; and

WHEREAS, the Town Council intends to purchase the Property with payment to Gila in the amount of \$6,446.00 (the “Compensation”) contemporaneously with the adoption and recording of this Resolution in the office of the Pinal County Recorder; and

WHEREAS, the Town Council also intends to obtain a temporary construction easement on Gila’s property and purchase the Property pursuant to the conditions contained in a Letter Agreement between the Town Manager and Gila; and

WHEREAS, such Compensation is deemed commensurate with the value of the Property based upon its degree of fragmentation and marketability and the public benefit received by the Town Council’s use of the Property as part of the roadway project; and

WHEREAS, the Town Council having found the request to be in proper form; proper notice having been given for the public meeting; no land adjoining said portion of right-of-way being left without access to public highway; and the Town Council having considered the feasibility, advantages and necessity of said action and finding the public’s best interest to be served by purchasing the Property.

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

Section 1. Intent: To purchase Property described in **Exhibit “A”** and **Exhibit “B”** for use as a necessary portion of the public roadway.

Section 2. Approve and ratify the Temporary Construction Easement and Agreement for Roadway Purposes between the Town Manager and Gila attached hereto and incorporated herein as **Exhibit “C”**.

Section 3. Approve and ratify the Letter Agreement between the Town Manager and Gila attached hereto and incorporated herein as **Exhibit “D”**, and hereby grant authority to the Town Manager to make non-substantial modifications to all applicable right-of-way documentation as such is mutually agreed to by the grantor and the grantee.

Section 4. All actions of the officials and agents of the Town which conform to the purposes and intent of this Resolution and which further the Town’s rights with respect to the transfer of title, purchase of the Property and Compensation as contemplated by this Resolution, whether heretofore or hereafter taken, are ratified, confirmed and approved.

Section 5. That the Town Council authorizes the Mayor to accept and/or execute a Special Warranty Deed from Gila in substantial form as that attached hereto and incorporated herein as **Exhibit “E”**.

Section 6. The Mayor, the Town Manager, the Attorneys for the Town and other officials and agents of the Town, on behalf of the Town, are authorized and directed, without further order of the Mayor and Common Council of the town, to do all such acts and things, and to execute, file and deliver all such notices, certificates, filings, correspondence, proceedings, agreements and other documents as may be necessary or convenient to be executed, filed and delivered on behalf of the Town, to evidence compliance with, or further the purposes of, all the terms and conditions of this Resolution and the consummation of the transactions contemplated by, and as may be necessary to carry out the terms and intent of, this Resolution.

Section 7. If any section, paragraph, clause or phrase of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or phrase shall not affect any of the remaining provisions of this Resolution. All orders, resolutions and ordinances or parts thereof inconsistent herewith are hereby waived to the extent only of such inconsistency. This waiver shall not be construed as reviving any order, resolution or ordinance or any part thereof.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, this 16th day of July 2018.

Tara Walter, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney



Project #170036a
Town of Florence-Lee
Page 1 of 2
NS



EXHIBIT "A" ①
APN 200-51-009A R/W DEDICATION

A portion of land located in the Southwest quarter of Section 24, Township 4 South, Range 9 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona.

More particularly described as follows:

BEGINNING at a FOUND 1/2" Iron Pipe marking the Center quarter corner of Section 24, from which a FOUND 1/2" Rebar marking the South quarter corner of said Section 24 bears South 00°35'58" East, a distance of 2629.72 feet;

Thence from said FOUND 1/2" Iron Pipe marking the Center quarter corner of Section 24, South 00°35'58" East along the North-South Midsection line of Section 24, a distance of 30.00 feet;

Thence South 88°53'38" West parallel to and 30.00 feet South of the East-West Midsection line of Section 24, a distance of 108.04 feet;

Thence North 00°17'49" West, parallel to and 50.00 East of the East boundary of Tierra Del Sol (Cabinet C, Slide 59 P.C.R.), a distance of 30.00 feet;

Thence North 88°53'38" East along the East-West Midsection line of Section 24, a distance of 107.88 feet to the POINT OF BEGINNING;

Comprising an area of 3223 S.F. more or less.

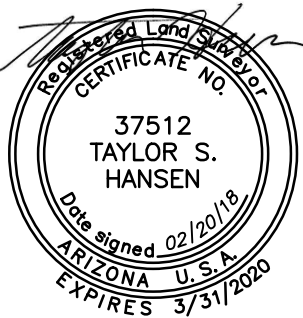
SEE ATTACHED EXHIBIT "B"



EXHIBIT "B" ①

OF
A PORTION OF SECTION 24, T4S, R9E, G&SRM,
PINAL COUNTY ARIZONA

"florencia gardens unit e"
book 19 of maps, page 56 p.c.r.



"florencia gardens unit c"
book 17 of maps, page 5 p.c.r.

② NEW R/W FROM HOA

MARICOPA BLVD.

east-west midsection line

"tierra del sol" cabinet c slide 59 p.c.r.

a.p.n. 200-61-003g

a.p.n. 200-61-017

S 77°09'57" E 40.00'

a.p.n. 200-61-018

25' | 25'

A.P.N. 200-61-160A

N 88°53'38" E 107.88'

POB

N 88°53'38" E

PART OF APN 200-61-160A

S 88°53'38" W 108.04'
NEW R/W FROM LEE ① 3223 S.F.

C/4 COR SEC 24
FD 1/2" IRON PIPE

③A NEW R/W FROM USA

north-south midsection line

LINE TABLE		
Line #	Length	Direction
L1	50.01'	N 88°53'38" E
L2	10.00'	N 00°17'49" W
L3	30.00'	N 00°17'49" W
L4	30.00'	S 00°35'58" E

A.P.N. 200-51-009A



①

③

④

S 00°17'49" E 208.43'

S 00°35'58" E 2629.72'

N 89°42'11" E

NEW R/W FROM USA ③B

249.18'

S 12°54'09" W 51.36'

HIGHWAY 79

"IMPLIED R/W" TOWN TO FORMALLY ACQUIRE

GILA BLVD.

S 89°42'11" W a.p.n. 200-51-009b

S/4 COR SEC 24
FD 1/2" REBAR
W/ SW GLO BRASS
CAP WITNESS CORNER

~ USA ~

westerly right-of-way Hwy. 79



0 30 60
(1"=60')

HANSEN

ENGINEERING & SURVEYING
115 S. MAIN ST. COOLIDGE, AZ. 85128
(520) 723-3261 FAX (520) 723-3739
WWW.HANSENSURVEY.COM
SURVEY #170036A REVIEW BY: TH DRAWN BY: MPL REVISED BY: NS



TOWN OF FLORENCE
RIGHT-OF-WAY
DEDICATION


EXHIBIT "B" ①
APN 200-51-009A
R/W DEDICATION

02/20/18
2 of 2

Parcel No.: 200-51-009A
Project No.: T-08 and T-09

RETURN NO:
Town of Florence, Engineering Division

Exempt ARS 11-1134, A2



TEMPORARY CONSTRUCTION EASEMENT AND
AGREEMENT FOR ROADWAY PURPOSES

Parcel No.: 200-51-009A
Project No.: T-08 and T-09

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, GILA RIVER CENTER, L.L.C., an Arizona corporation, GRANTOR(S), for and in consideration of the sum of Zero and 00/100 Dollars (\$0.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant and convey to the TOWN OF FLORENCE, a political subdivision of the State of Arizona, hereinafter called the GRANTEE, and to its contractors, employees, agents, utility companies and other successors and assigns, as permitted by the GRANTEE, can have right of entry and possession to the subject property immediately upon execution of this Temporary Easement on, over, under and across the ground embraced within a parcel of land situated in the County of Pinal, State of Arizona, and described as follows:

SEE ATTACHED EXHIBIT "A" FOR LOCATION OF WORK AREA

That said Temporary Easement is granted for use of the above described property during the construction of the improvement of a future public roadway.

That the undersigned shall not incur any expenses as a result of the use of the above described property by the TOWN OF FLORENCE, and that the property shall be used during the period of construction of Project Number T-08 and T-09.

That the TOWN OF FLORENCE shall indemnify and hold the Grantor(s) harmless from and against all loss, expense, damage or claims caused by the sole negligence of the TOWN OF FLORENCE, its employees or contractors, arising out of the use of the above described property by the TOWN OF FLORENCE, its employees or contractors, pursuant to this Temporary Construction Easement. All claims shall be submitted in accordance with the requirements of A.R.S. §12-821 et seq.

NOW THEREFORE, in consideration of the same and further consideration hereinafter set forth, it is agreed, that this instrument contains the entire agreement between the parties hereto and there being no further consideration paid than herein specified.

THE TOWN OF FLORENCE AGREES:

- A. To use the property described herein Exhibit "A" for the general welfare and benefit of the public.
- B. To make this Temporary Construction easement and Agreement effective upon the commencement of utility relocation and construction for the duration of the T-08 and T-09 projects.
- C. To pay the Grantor(s) the sum of Zero and 00/100 (\$0.00) for the duration of the T-08 and T-09 projects.
- D. That, if in the opinion of the Town Engineer, it becomes necessary, fences and private structures will be removed and replaced in kind, at no expense to the Grantor(s) except as may be herein otherwise agreed. Any ground cover disturbed from its original state will also be replaced in kind.
- E. To continue to work in good faith to purchase the portion of land described in Exhibit "A".

Parcel No.: 200-51-009A
Project No.: T-08 and T-09

F. To provide temporary access ramps to the parking lot, on both the north and west sides of the lot, for the duration of the project.

THE GRANTOR(S) AGREE:

1. To grant a temporary construction agreement for the property described herein Exhibit "A" to the TOWN OF FLORENCE and/or its agents for the general welfare and benefit of the public.
2. To accept this Temporary Construction Easement and Agreement effective upon the commencement of utility relocation and construction for the duration of the T-08 and T-09 projects.
3. To accept the sum of Zero and 00/100 (\$0.00).
4. That the Town, or its agents, is hereby granted the right to enter upon the remaining property of the Grantor(s) for the purpose of accomplishing "D" above.
5. To continue to work in good faith to sell the portion of land described in Exhibit "A".

Dated this 1st day of June, 2018

GRANTOR(S): GILA RIVER CENTER, L.L.C., an Arizona corporation.

By: Herschel Head Its: Partner
 (Signature) (Title)

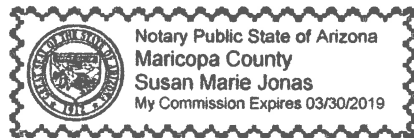
STATE OF ARIZONA)
) ss.
 COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 11 day of June, 2018, by
Herschel Head its Partner of GILA RIVER CENTER, L.L.C., an Arizona
 (Name of Officer or Agent) (Title)

corporation, on behalf of the corporation.

My Commission Expires 3/30/2019 Susan Marie Jonas
 Notary Public Signature

Notary Stamp Seal



Parcel No.: 200-51-009A
Project No.: T-08 and T-09

GRANTOR(S): GILA RIVER CENTER, L.L.C., an Arizona corporation.

By: *[Signature]* Its: 25% Owner
(Signature) (Title)

STATE OF ALASKA)
) ss.
KENAI PENINSULA BOROUGH)

The foregoing instrument was acknowledged before me this 13 day of June, 2018, by

Cynthia Coup its ABM
(Name of Officer or Agent) (Title)

My Commission Expires July 16, 2020 *[Signature]*
Notary Public Signature



ACCEPTED:

(Town Engineer) (Town Attorney)

ACCEPTED:
[Signature]

Parcel No.: 200-51-009A
Project No.: T-08 and T-09

GRANTOR(S): GILA RIVER CENTER, L.L.C., an Arizona corporation.

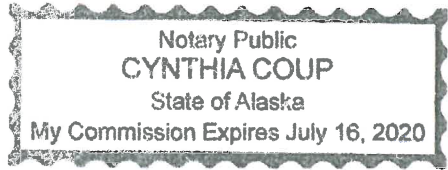
By: Helen m Olsen its: 25% OWNER
(Signature) (Title)

STATE OF ALASKA)
) ss.
KENAI PENINSULA BOROUGH)

The foregoing instrument was acknowledged before me this 13 day of June, 2018, by
Cynthia Coup its ABM
(Name of Officer or Agent) (Title)

My Commission Expires July 16, 2020
Notary Public Signature Cynthia Coup

Notary Stamp Seal



ACCEPTED:

(Town Engineer) (Town Attorney)

ACCEPTED:

Cynthia Coup

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

Phone (520) 868-7500
Fax (520) 868-7501
TDD (520) 868-7502

www.florenceaz.gov

TOWN SERVICES

Building Safety
868-7573

June 6, 2018

Herschel Head and Lee Olsen
750 E. Gila Blvd.
Florence, Arizona 85132

Re: Letter of Agreement

Community Development
868-7575

Dear Mr. Head and Mr. Olsen:

Finance
868-7624

Fire
868-7609

Grants
868-7513

This concerns your business located at 750 E. Gila Blvd, Florence, Arizona. It has come to my attention that roadway improvements exist on your property that are not contained within Town owned right of way. It is important to note that these improvements were originally private roadways and not intended to be Town owned or maintained. It would appear that when all the roadways within Florence Gardens were dedicated to the Town, this roadway segment was inexplicably not included.

Human Resources
868-7545

Library
868-8311

The Town has agreed that this is an issue that needs to be resolved and is willing to work with you on a solution. The Town agreed in principal to purchase the right of way during the period of July 2017 and has been working with the appropriate professionals to establish the proper documentation in order to facilitate the purchase.

Municipal Court
868-7514

Per our verbal discussions, we have mutually agreed that:

Parks & Recreation
868-7589

Police
868-7681

Public Works
868-7620

Senior Center
868-7622

Town Attorney
868-7557

Utility Billing
868-7680

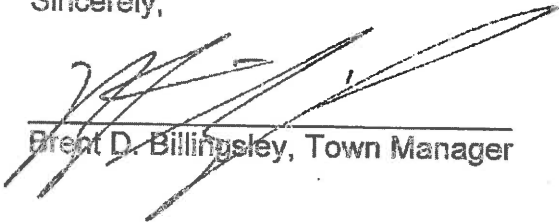
Water/Wastewater
868-7677

1. The Town will contract with a Licensed Land Surveyor to establish your existing property corners and to create a Record of Survey that establishes the area of purchase. (Attached)
2. The applicant, Gila River LLC., will perform a "Comparative Market Analysis" based on vacant lot sales in proximity to your property. (Attached)
3. The Town will prepare the appropriate documentation to purchase and transfer title of the right-of-way in question.
4. The Town will provide payment to Gila River LLC., via Cashier's Check, for the 'appraised' value of the property the first Friday following the Council meeting.

It was understood that the process described above would take time to complete. The Town will make its best efforts to schedule this meeting no later than the first meeting in July assuming the Title Report shows no encumbrances on the right of way in question.

It is understood that payment is readily available, eminent, and guaranteed upon the Town of Florence's Town Council's approval.

Sincerely,



A handwritten signature in black ink, appearing to read 'Brent D. Billingsley', is written over a horizontal line.

Brent D. Billingsley, Town Manager

ACCEPTED AND AGREED
Herschel Head and Lee Olsen

By: Herschel Head

Its: _____

at the request of Town of Florence, Arizona

When recorded mail to

**TOWN OF FLORENCE, an Arizona
municipal corporation
Lisa Garcia, Deputy Town
Manager/Town Clerk**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Tax Parcel No.: 200-51-0009A

EXEMPT – NO AFFIDAVIT NECESSARY – SEE A.R.S. SECTION 11-1134 A.3

SPECIAL WARRANTY DEED

For the consideration of Ten Dollars, and other valuable considerations, Gila River Center, L.L.C., an Arizona limited liability company hereafter called the Grantor, hereby conveys to the TOWN OF FLORENCE, an Arizona municipal corporation the following real property situated in Pinal County, Arizona, together with all rights and privileges appurtenant thereto, to wit:

See Exhibit "A" attached hereto and made a part hereof.

Subject to current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record.

And the Grantor binds itself and its successors to warrant the title as against its acts and none other, subject to the matters above set forth.

The Purpose of this Deed is to convey fee simple title to the real property described in the attached Exhibit "A" to the Town of Florence for the purpose of public right-of-way pursuant to the Town of Florence Town Council Resolution adopted on July 16, 2018 and the related Letter Agreement between the Town Manager and Gila River Center L.L.C.

DATED July 16, 2018

Gila River Center, L.L.C.

State of Arizona }
 } ss.
County of _____ }

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____.

NOTARY PUBLIC
My commission expires:

THIS NOTARY CERTIFICATE IS TO BE ATTACHED TO: SPECIAL WARRANTY DEED

Date of Document: <u>July 16,2018</u> Consisting of <u>2</u> pages Parties to Document: <u>TOWN OF FLORENCE, an Arizona municipal corporation</u> <u>Gila River Center L.L.C.</u>
--

Exhibit "A"

Memorandum



To: Brent Billingsley, Town Manager
From: Bryan C. Hughes, Community Services Director
Date: June 29, 2018
Re: June 2018 Department Report

The Aquatic Center has been a busy place this summer.

- The summer season kicked off with Water Safety Day on Saturday, May 26th. Admission was free that day and included open swim, games and vendors sharing information on how to be safe around water.
- From May 26th to June 28th, almost 7,400 people attended open swim, lap swim or special events.
- There are twenty-four (24) kids participating on the Florence Sharks Swim Team and we've hosted two league meets. The League Championship meet will be held on Saturday, July 14th.
- Twenty (20) individuals participated in Aqua Aerobics and Aqua Zumba in June.
- Sixty-nine kids participated in swim lessons in June.
- We've also held a Dive-In Movie, Family Friday Nights, and a Teen Night this past month. "The Sandlot" scheduled for Friday, June 15th had to be cancelled due to high winds. It has been rescheduled for Friday, August 31st.

The Arts and Culture Commission held two successful Fine Art for Teens sessions in June. Thirteen teens attended the program on Friday, June 15th and eleven on Friday, June 29th. The Commission is considering adding other class offerings for youth and teens in the coming months. Both classes were held at the Suter House in cooperation with the Florence Industrial Development Authority (IDA).

Congratulations to Florence Little League on another successful season. The end-of-the season party was held at the Aquatic Center on Monday, June 11th. Florence Little League also hosted the District 10 All-Star Tournament at Little League Park from June 25th to June 30th. This is the first time in several years that Florence has hosted a district tournament. Seven teams from throughout Pinal County participated.

The Summer Kids Club at the Library and Community Center has averaged over forty kids per day in attendance during the month of June. The program ends on Friday, July 13th, the week before the start of the new school year.

The Before and After the Bell Program will begin the first day of school on Wednesday, July 18th at both the Florence K-8 and Anthem K-8 schools.

The Veteran's Memorial Committee met on Wednesday, May 30th to discuss potential design changes for the project. The committee will meet again after getting revised drawings back from the landscape architect. The committee plans to begin fundraising for the project this fall with a goal of dedicating the project on Memorial Day Weekend, May 25th-27th, 2019.

I attended a Maricopa Association of Governments (MAG) Transportation Ambassador Program meeting on Wednesday, July 6th in Scottsdale. Attendance at the quarterly meeting is mandatory for any organization that has received ADOT 5310 grant money for transportation. Last year, the Town was awarded funding for a new 14-passenger cut-away van.

Robert Swinford, an incoming freshman at Florence H.S., has volunteered as parks and recreation intern this summer. He has averaged approximately fifteen hours per week and has been a great asset. Robert is also an active member of the Florence Teen Council. We have also been fortunate to have a few other teens volunteering this summer to work with the Summer Kids Club as their schedules allow. The staff appreciates all their hard work.

Several of the full-time and part-time staff attended CPR/AED training in June at Fire Station #1. The remaining staff will complete the training in July. All of the Community Services Staff are CPR/AED certified. Thank you to the Fire Department for coordinating these classes for Town staff.

The Community Services Staff held a half-day retreat at the Library and Community Center on Thursday, June 14th. The retreat allows staff to share accomplishments from the past year, set goals for the upcoming year, and perform team building exercises.

The Florence Teen Council (FTC) has had a busy month.

- Teen Tuesdays were held every week in June at the Library and Community Center. David Lewis, Recreation Leader for the FTC, coordinated a variety of activities for the teens.
- The FTC met each Thursday in June at the Library and Community Center.
- The FTC coordinated a Teen Night at the Aquatic Center on Saturday, June 9th.
- The FTC went on their annual summer trip to a D-Backs home game on Wednesday, June 13th, where they sat in the all-you-can-eat buffet section.
- The FTC is starting to plan for the 4th of July event and the next teen pool party scheduled for July 7th.
- To close out the month, the FTC went to the Arizona Mills Mall on Wednesday, June 27th, where they watched "Incredibles 2" and then walked around mall and did some shopping.



**Parks and Recreation Department
Divisions Report
May 2018**

Recreation/Aquatics/Special Events Programs

Recreation Programs	Participants	Revenue	Notes
Before and After – Anthem	28	\$1,275	
Before and After – Florence	36	\$1,526	
Mother Daughter Tea Party	21	\$252	
Summer Intersession Drop- in	7	\$140	
Open Studio	7		Arts and Culture Program
Drum Circle	3		Arts and Culture Program
Water Safety Day Adult	149		Free event
Water Safety Day Child	284		Free event
Open Swim Adult	245	\$980	
Open Swim Child	541	\$1,082	

Facility Use Permits

Number of Facility Use Permits	Number of Bookings	Estimated Number of Participants	Revenue Generated
54	218	9,851	\$2,200

Fitness Center – Membership Package

Fitness Package	Sales	Renewals	Total	Revenue
Adult Annual				
Adult 6 Month	4		4	\$396
Adult Monthly	35	51	86	\$1,702
Sr. Annual	1		1	\$132
Sr. 6 Month	1	1	2	\$132
Sr. Monthly	7	19	26	\$333
Employee Pass	11	9	20	
Green Tree Inn	1		1	Billed
Youth Monthly	8	8	16	\$205
Youth Six Month	1		1	\$66
Drop-In Fitness	6		6	\$36
Child Swim Pass	2		2	\$60
Adult Swim Pass				
Family Pack Swim Pass	3		3	\$480
Total Memberships	80	88	168	\$3,542

Fitness Center Classes

Program	Resident	Non-Resident	Revenue	Notes
Silver Sneakers Classic			\$0	
Silver Sneakers Classes			\$0	
Optum Fitness	5		\$140	
Zumba Class			\$0	
Circuit Training			\$0	
Stretch it Out			\$0	
Exercise Class			\$0	

- Estimated member sign-ins throughout the month: 1,472
- Total membership packages sold: 88
- Fitness Center revenue for membership package sales: \$3,002
- Fitness Classes revenue: \$0
- Total Revenue: \$3,682

Miscellaneous Revenue

Product	Total	Revenue	Notes
Paper & Markers		\$0	
150 th Mug		\$0	
Replacement Key FC		\$0	
Replacement Key AC		\$1	
Movie in the Park - Vendor	1	\$25	
July 4 th - vendor		\$0	

Dorothy Nolan Senior Center

Activity	Monthly Total
Anthem Pharmacy	02
Angel Care Discussion	12
Back Space 3, Yahtzee, Skip Bo, Dominoes, Cards, Cribbage, Phase 10, Wii Bowling, Bunco-, Pool	148
Bingo	113
Birthday Cards	12
Bible Study	07
Breakfast	137
Blood Pressures- Health South (Ali)	12
Blood Pressures – Florence Fire	15
Building Use	895
CAHRA	10
Crafts- with Doris Jewelry -2 Creations & Libations -2	04
Coolidge Shopping	07
Computer Use	19
Diabetic Presentation by: Havier -Diabetes Academy 101	0
Dinner Date – (It's all Greek)	12
Dollar Store	10
Dental Clinic	21
Exercise with Rhoda Pizzazz, Hand Weights, 1 Mile Walk and D/R 10 minutes	71
Extension Food Program	20
Fitness Center	05
Grief Support	36
Guardian Angel Installation	3
Hair Cuts by Mary Helen	03
Healthy Eating by Lou	18
Home Delivered meals – 13 Daily	303
Knit/Crochet Club	06
Lost Meals	06
Medicare Advocate Benefits	18
Movie & Popcorn	04
Music by Rudy	77
Senior Donation Account Meal Participants- Florence Café'	21
Senior Hot Topics	18
Staff Cooked meals & senior meal	110/21= 131
Volunteer Hours	19@353.50
Wii bowling /Volleyball	23

Accomplishments:

The Center served 388 meals to 51 participants. We had 4 new senior participants this month. Rides were provided for 28 riders, 326 trips to the Center and 19 errands and 74 special events. We traveled 1593 miles.

Thrift Store Shopping Spree 10
AARP TAXES-63
Community Garden 22
Town Rumors Info. 15
Mother's Day -40
Joe Jarvis -Utility Rates Information -28
Cinco De Mayo – 49 Eloy Santa Cruz
Memorial Day Celebration-08
Allwell -Hector Sponsored twice for Bingo
Hermelene Music-143
Mike & Terry Music – 13
Nikolai Zwecker Germany Presentation -23

Florence Community Library

May 2018

May Statistics

- 12,479 total items were circulated in May
- 62 library cards were issued
- 876 patrons signed up for use of the computer lab computers
- 1,977 wireless sessions were held
- 512 person(s) attended 8 program(s) presented by the library

May Activities

5/02/18	Book Club
5/08/18	Code Club (outreach at Florence K-8)
5/15/18	Code Club (outreach at Florence K-8)
5/16/18	Family Craft
5/19/18	May Library Movie
5/22/18	Code Club (outreach at Florence K-8)
5/26/18	Librarian Gloria Moreno participated in Water Safety Day
5/30/18	Family Flick

Spanish Fiction at the Library

The Florence Community Library has recently expanded its collection of Spanish-language titles for all ages. Spanish Fiction from a variety of authors can now be found in a section near the back of the library. While this collection is still small, it is growing with new additions each month!

For children, the library offers a small collection of Spanish-language picture books. The library also maintains a small but growing collection of bilingual picture books, which allow readers to enjoy stories in both English and Spanish.

Finally, the library offers various language-learning materials in both print and audio formats. These resources are available for those wanting to improve their English, and also for patrons who would like to learn Spanish or to study another language entirely!

Print and audio materials check out for 3 weeks and are eligible for up to 2 renewals. For more information, please contact the library at (520) 868-8311.

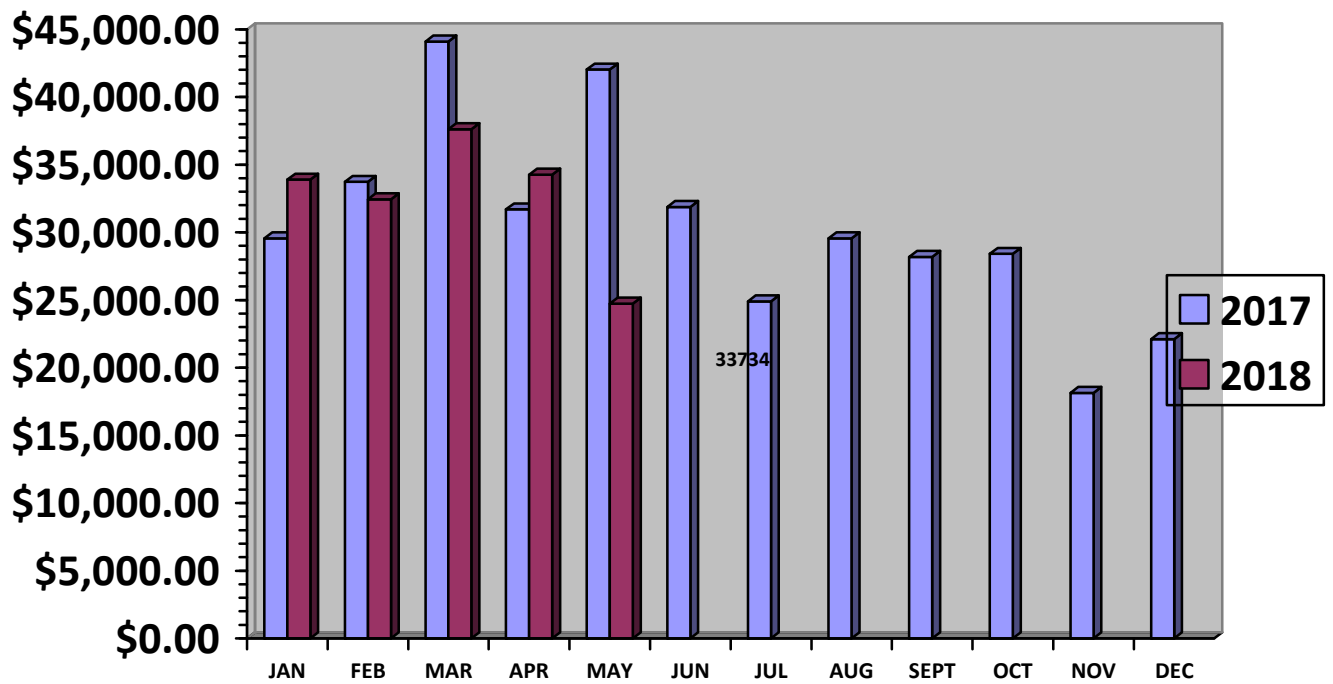
Citation intake has slightly increased, but still on the low side. Collections have decreased from the last year by nearly half. The years 2016 and 2017 were very successful and 2018 is almost consistent with 2014 and 2015. Citation intake has a major impact on collections.

COURT FINANCIAL REPORT

MAY 2018

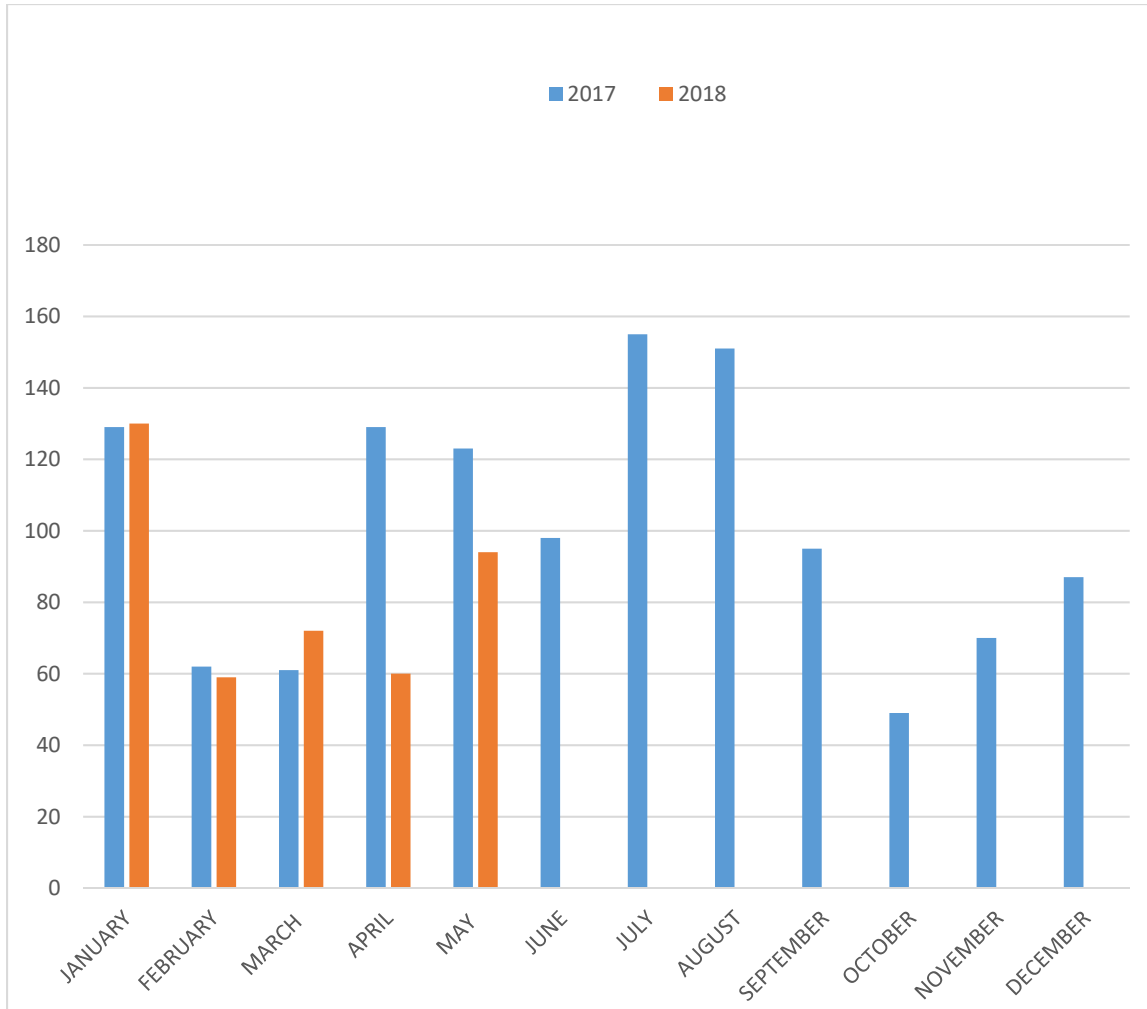
IRENE ENRIQUEZ – Court Administrator

DISTRIBUTION TYPE	MAY 2018 (CURRENT)	MAY 2017 (LAST YEAR)
FINE, FEES, & TRAFFIC	11,969.80	16,936.62
STATE SURCHARGES	6,545.71	10,224.97
STATE JCEF	327.02	526.83
LOCAL JCEF	176.08	283.68
STATE FINES	744.36	2,947.63
FLORENCE POLICE FUND	832.36	850.89
RESTITUTION	347.10	113.31
BONDS	494.00	4,819.00
PUBLIC DEFENDER FEE	474.23	425.82
JAIL HOUSING FEES	1,232.46	1,538.63
JUSTICE COURT FEES	41.20	74.54
GENERAL FUND	11.82	8.72
FARE SPECIAL COLLECTION FEE	1,014.98	2,353.54
FARE DELINQUENCY FEE	421.26	794.65
VICTIMS RIGHTS ENFORC.	81.56	132.80
PCSO FUND	0.00	0.00
OVERPAYMENT REFUND	21.57	0.00
COUNTY REVENUE	41.20	74.54
STATE REVENUE	9,134.89	16,980.42
TOWN REVENUE	14,718.32	20,044.36
RESTITUTION AND BONDS	841.10	4,932.31
TOTAL MONTHLY REVENUE:	\$24,735.51	\$ 42,031.63



41.2% Decrease from 2017

COMPLAINTS AND CITATION FILED



	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
2017 –	129	62	61	129	123	98	155	151	95	49	70	87
2018 –	130	59	72	60	94							

CITATION BREAKDOWN

Below are the types of cases filed for the month of MAY 2018

CIVIL TRAFFIC VIOLATIONS	-	64
MUNICIPAL CODE	-	0
CRIMINAL TRAFFIC	-	9
CRIMINAL	-	15
DUI	-	2
DOMESTIC VIOLENCE	-	4



MEMO

MEETING DATE: July 16, 2018

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

SUBJECT: Development Services Staff Report

Development Services Projects:

Anthem at Merrill Ranch

- Unit 3
 - Landscape Plan submitted March 2018 - approved
- Unit 5
 - Applied for permits March 2018
 - Landscape Plan submittal late 2018
 - Pave 1st quarter 2019
- Unit 7
 - Applied for permits March 2018
 - Landscape Plan submittal late 2018
 - Pave 1st quarter 2019
- Unit 17 - Replat
 - Difficulty contacting Owner
- Unit 24
 - Improvement Plan approved
 - Final plat approved and recorded
 - Landscape Plan submittal 2020
- Unit 32
 - Improvement Plan approved
 - Final plat approved and recorded
 - Landscape Plan submittal 2019
- Unit 34
 - Improvement Plan approved
 - Landscape Plan submittal 2020
- Unit 38
 - Improvement Plan approved, plat recorded
 - Need Letter of Acceptance into Warranty

- Unit 50 – 1 year warranty
 - Approved 2/6/2017 – walked 4/11/2018 – Items complete
- Unit 52
 - Final plat approved and recorded
 - Permits pulled
 - SW Gas – June 2018
 - Pave - September 2018
 - Landscape Plan submittal – August 2018
- Unit 55
 - Improvement Plan approved
 - Plat approved and recorded
 - Construction to begin mid / late 2019
 - Landscape Plan submittal – 2020
- Unit 56A
 - Final plat approved and recorded
 - Permits pulled
 - Paved April 2018 – high air voids – EA Protex
- Unit 60
 - Improvement Plan approved
 - Plat approved and recorded
 - Landscape Plan submittal – 4th QTR 2018

Attaway Crossing Annexation

- Additional information needed from Applicant
- Applicant working with private company, cost benefit analysis complete
- Applicant evaluating surrounding area transportation design options, including Hunt Highway alignments and existing commercial designated parcels. A preliminary land plan was shared showing primarily single family residential with a 20 acre commercial site
- No new updates from previous staff report

Mesquite Trails

- Ownership maybe changing and potential owners are in due diligence to determine requirements to move forward with permitting infrastructure improvements. An estoppel certificate and zoning confirmation were delivered week of 2/12/18. Waiting for response
- No new updates from previous staff report

Walker Butte

- An estoppel certificate was delivered week of 12/20/17. Waiting for response
- Ownership has changed
- Meetings have occurred with new owner's engineer to discuss process
- No new updates from previous staff report

Wild Horse Estates Annexation Pre-app

- Staff met with a White Horse Estates and Crestfield Manner homeowners who would like to request annexation in light of San Tan Valley Incorporation request.
- No new updates from previous staff report

Building Code

- FINAL 2012 ICC Code Adoption out of Attorney Review, Ordinance to be submitted August 6, 2018

Depew Property

- Temporary power approved
- Letter regarding securing burnt area on the premises has been sent
- Note – Owner does NOT have legal access to the south side of the property
- Demolition permit is required no more than 30 days after the Fire Investigation is complete
- Future plans will require new permits
- Demolition Permit has expired
- No new updates from previous staff report

Rail 3 – 390 N. Main Street

- Building Safety letter sent to Owner on 5/30/2018

Kokopelli Moon Saloon – 255 N. Main Street

- Building Safety letter sent to Owner 6/13/18 after first fire
- Building Safety letter sent to Owner 6/29/18 after second fire
- Building Official requested a structural evaluation 7/3/2018

Florence Artisan Acres (Windmill Winery)

- DA has expired
- 10-5-17 meeting held with Mr. Christ - additional information was supplied
- Impact fees dropped, applicant to start grading process
- Development agreement has expired
- No new updates from previous staff report

Monarch/Aspen Farms

- Applicant received preliminary-application / informal comments on proposed amendments. Waiting for submittal or update meeting
- In the development team's hands. Town is awaiting updated submittal.
- No new updates from previous staff report

Mosaic (Nazarene) Church – 2700 N Anthem Way

- P&Z Commission Approved 2/15/18 with conditions, including added stipulation that prior to issuance of a C of O, an all-weather fire apparatus approved secondary emergency access be provided from Felix Road in a manner acceptable to the Town.
- Church has appealed the condition for s secondary emergency access. Council heard and approved the appeal on April 23, 2018.

- A Citizen Complaint has been received regarding parking on the dirt areas of the site. The Church has received a letter from the Town noting the violation.
- No new updates from previous staff report

Small Wireless Facilities

- P&Z Commission initiated Text Amendment on 2/8/2018; draft and outreach scheduled being prepared
- New antenna laws, code needs to be written
- Planning has coordinated cooperative effort between Florence and four additional communities
- Development Code Amendment – Pursuant to HB 2365, it allows wireless providers to install and operate small cells and related equipment on Town ROW, staff is currently creating a draft amendment. Town is required to establish and make available rates, fees and terms that are consistent with HB2365 by February 9, 2018
- Draft Development Code and Town Code amendments have been drafted and was distributed for internal review comments.
- The public review process has been initiated.
- June 7, 2018 a study session held with Planning and Zoning Commission.
- Public Meeting Notice July 12, 2018 – Advertised in newspapers, website & social media

Smith Building

- Electrical Permit issued on 8/1/17
- First inspection performed on 8/17/17 – utility clearance was sent for Temporary Power
- Owner needs additional permits
- Second electrical inspection scheduled around 1st week in October
- Contractor to make all panels, all wire ruins and everything electrical related to be open and available for Town Inspection
- Architect & Structural Engineer scheduled on-site inspection 9/19 to evaluate past structural concerns
- No date scheduled for 1st Architectural submittal
- Permit issued on 5/14/2018 for demo and replacement of stairs
- Permit issued 5/23/18 for wireless fire alarm
- No new updates from previous staff report

Change of Occupancy Letter

- Mailed to Business license and property owners 6/15/18
- Assist in understanding when there is a proposed change in tenants or the use of their structure
- No cost, voluntary compliance (right now) to obtain a Certificate of Occupancy

Engineering Division:

APS Solar Covered Parking

- Awaiting ACC (AZ Corp Commission) approval to offer incentive program.
- Would allow APS to construct a 10 to 40 car covered parking area, roof being made of solar panels. No new activity to report.
- No new updates from previous staff report

Anthem Fire Station #2 - Turn Lane

- Initial design is complete
- Town is working to complete a feasibility report in order to use community facility district funding for a portion of the project.
- Design completed

MAG/Florence Safe Routes to School (SRTS) – Walkabout

- Attended walkabout w/AMEC-Foster Wheeler and Town staff to determine alternate/best routes for pedestrian traffic for Florence K8 and Anthem K8.
- Provide inputs/suggestions to study group.
- Final reports delivered, taking to Council in August 2018

Facilities Maintenance:

Public Works Building

- Electrical circuits for heater at Fleet bay – Work in process
- Electrical circuits for lighting the storage rooms – Work in process
- HVAC – COMPLETED
- Roof repairs – to be scheduled

Town Hall

- Town Hall VCT flooring at rear entries and break rooms: COMPLETED
- Patch & Paint Chambers
- Patch & Paint Lobby
- Patch & Paint Lobby Restrooms
- Patch & Paint East & West Wing corridors (excluding offices)

Senior Center

- TV Room flooring – COMPLETED
- Overhang repair – Obtaining bids

Safety Walkthroughs

- Work orders have been assigned by Staff and the Fire Department – Work in process
- Issues will be presented and addressed by Tenants – Work in process
- Knox Boxes for buildings identified, ordered & received - COMPLETED

Development Services Building

- HVAC – COMPLETED
- New front counter – COMPLETED
- Parapet walls – To be scheduled

Fire Station #1

- Exterior Paint – COMPLETED
- Replace shelter water softener – COMPLETED

Fitness Center

- Cosmetic repairs will be performed ‘in-house’ - COMPLETED

McFarland

- Fire panel – Waiting for direction from State Parks

Fleet Services:

Monthly Work Orders

- Preventative Maintenance (PM's) – 11
- Other Services – 39
- Total vehicles serviced – 50

Other

- Purchased approved 2018 Kubota M7060HDC Tractor
- Installed new heaters in shop
- Completed safety recalls on 9 Police Crown Vic's & 2 trucks for Water Division

Streets (HURF) Division:

Roads

- Filled large cracks (2.5" or wider) with a sprayed tack oil followed by asphalt – throughout Town
- Pressure washed crosswalks and restriped parking spaces on Main Street
- Main Street – after water main break - ADOT requires that the road be milled and paved – work in process by Regional Pavement
- 79B mill & paving – in process
- Collingwood – paving – in process

Hunt Highway Project

- Waiting for Design
- Bid tabulation complete – Regional Pavement had lowest bid
- RCA will be submitted once design is complete

Water Division:

Annual Consumer Confidence Report

- Due to ADWR by July 1, 2018
- Mailed to utility customers 6/20/2018
- Posted on Town website
- Posted on social media

Well #4 Booster Pump - Repair

- 6/28/18 – Analysis completed and proposal received, waiting for approved Sole Source

Well #5 Booster Pump - Replacement

- 6/28/18 – Analysis completed, design proposal received and being evaluated

Hydrants

- Photographed & mapped for GIS location of fire hydrants
- Pressure washed fire hydrants

- 6/30/2018 Eagle Scout Project – 10 Scouts painted 125 fire hydrants downtown and south of the river
- Fortiline RCA for hydrant, water, wastewater and valve replacement parts approved by Council 5/21/18
- Ferguson RCA for hydrant, water, wastewater and valve replacement parts approved by Council 6/4/18

Other

- Replaced Backflow Assembly at the North WWTP

Permits Issued: Total 67

- BLD-COMM - 2
- BLD-RES – 19
- BLD-RES-SFR-NEW – 21
- ELE-RES-SFR – 16
- INSP-C OF O – 1
- PLM-RES-SFR – 2
- PW NON-UTILITY - 1
- PW-UTILITY – 5

Wastewater Division:

North WWRF

- Screen and Headworks rehab and replacement - In Progress
- Blower Replacement/Repair – In Progress
- Aeration Piping and Diffuser Installation – In Progress
- Belt Filter Press (BFP) Relocation and Installation - In Progress
- Design Phase, Water Works - Belt Press - Sludge Tanks – 30% Design Review
- Basin Concrete Repair- In Progress
- Safety railing, walkway and access rehab - 30% Design Review
- No new updates from previous staff report

South WWRF

- Headworks Screen Rehab and Odor Control, Hazen & Sawyer - Design In Progress
- SAM Unit Rebuild - In Progress
- Recharge Project - In Progress
- No new updates from previous staff report

Sanitation:

RAD Service Orders

- Town 67 pickups of bulk trash
- Florence Gardens 31 pickups of bulk trash
- Anthem had 107 pickups of bulk trash

Capital Improvement Projects:

CIP GG-25 - Silver King Balcony Repairs

- Scope of Work reviewed
- Vendor on site visits June 25 and June 26 2018
- Waiting for estimates

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

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

CIP PSP-18 - HVAC @ Police Department

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

CIP PWM-01 - Street Sweeper (CMAQ Grant)

- Awarded Grant
- Ordered 6/18/18, but will take several months to receive

CIP SU-85 - Recharge Permitting & Design

- Design underway, permit application
- ADWR Meeting June 26, 2018

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

- Headworks Screen Rehab and Odor Control Hazen & Sawyer- Preliminary Design
- Sam Unit Rebuild - in process
- SBR Decanter Rebuild- Completed
- Recharge Project – in process

CIP SU-89 - System Wide Capacity / Condition Analysis

- Submitted application for WIFA Technical Assistance Grant

CIP SU-90 - Annual Sewer Line Maintenance Program

- FY 17/18 COMPLETED
- FY 18/19 schedule to be determined

CIP T-08 - Street Improvement Phase IV - Florence Gardens (HURF Bond)

- Bid documents solicitation were posted 11/1/17
- 12-4-17 Pre-Bid site visit is scheduled for 1:00 at Florence Gardens
- 12-19-17 Opening of bids scheduled at 2:00 at Town Hall
- Project awarded by Council 5 Feb 2018 to Viasun Corp. Projected start date is mid/late April
- Project Orientation public outreach meeting was held 12 Mar 2018, 11:00 AM at Florence Gardens Clubhouse
- Project started April 23, 2018
- Temporary Construction Easement and Agreement for Roadway Purposes signed by Town and Gila River Center LLC on June 11, 2018
- Work in process

CIP T-09 - Street Improvement Phase V - Florence Gardens (HURF Bond)

- Bid documents for solicitation were posted 11/1/17
- 12-4-17 Pre-Bid site visit is scheduled for 1:00 at Florence Gardens
- 12-19-17 Opening of bids scheduled at 2:00 at Town Hall
- Project awarded by Council 5 Feb 2018 to Viasun Corp. Projected start date is mid/late April
- Initial public outreach meeting scheduled for 12 Mar 2018, 11:00 AM at Florence Gardens Clubhouse
- Project started April 23, 2018
- Temporary Construction Easement and Agreement for Roadway Purposes signed by Town and Gila River Center LLC on June 11, 2018
- Work in process

CIP T-60 - E. 1st Street Pavement (HURF Bond)

- 10-4-17 Bid documents published
- 10-18-17 Pre-Bid site visit scheduled for 1:00 at the TOF Town Hall parking lot
- 11-7-17 Opening of bids scheduled for 2:00 at Town Hall
- Bid Tabulation Form completed, Sunland Asphalt and Construction was the lowest bid
- RCA to Council 12/4/17
- Bid on HOLD
- 5/23/2018 – Legal review is complete and approved.
- Approved to assess project cost under JOC
- In review

CIP T-69 - Pavement Preservation

- Received dirt and milling from Florence Gardens project – spread on Town property North of Florence Gardens Club House
- RCA for HA5 Pavement Preservation Project for Fall 2018 – Holbrook Asphalt for Council approval 7/16/2018
- RCA for HA5 Pavement Preservation Project for Fall 2018 – Cactus Asphalt for Council approval 8/6/2018 – waiting for Sole Source approval

CIP WU-23 - Water Well #1 and 2B Outfitting

- Invitation to bid posted 5/22/2018
- Mandatory Pre-bid Meeting 6/6/2018 9:00am 425 E Ruggles Street – 11 Potential Bidders registered
- Questions received by 6/13/2018
- Answers posted on 6/15/2018
- Submittal to Clerk's Office 6/27/2018 2:00pm – 1 Bid Package Received

CIP WU-38 - Water Line Replacements

- Job Order Contract identified, Fortiline Contract was approved by Council 11/20/17

CIP WU-85 - Well #4 & Well #5 Rehabilitation

- Invitation to bid posted 5/22/2018
- Mandatory Pre-bid Meeting 6/6/2018 9:00am 425 E Ruggles Street – 11 Potential Bidders registered
- Questions received by 6/13/2018
- Answers posted on 6/15/2018
- Submittal to Clerk's Office 6/27/2018 2:00pm – 1 Bid Package Received

CIP WU-87 - WIFA Water Projects

- Working with Piper Jaffrey to ensure projects are located on the priority projects list



Finance Monthly Report
 May 2018
 92% of the fiscal year

To: Brent Billingsley, Town Manager
 From: Joseph Jarvis, Finance Director
 Date: 6/20/18

Facts about the Town's Utilities (Water, Wastewater, Sanitation)

Utility Bills Processed: 4,383
 New Accounts Opened: 36
 Service Orders Completed (water & wastewater): 701
 Tons dumped by Town residents at the transfer station: 38.39
 Service Orders Completed (sanitation): 587

Dorothy Cardenas, Accounting Technician with the department, has retired from the department after more than 19 years with the Town of Florence. Congratulations Dorothy, you will be missed!

Included is the May 2018 statement from PFM. PFM is the Town's asset manager of the Town's investments. This will now be included in the monthly department report. Staff is ready and willing to discuss the monthly report with individual Council members or the entire Council.

	REVENUE	REVENUE	PERCENT	EXPENSE	EXPENSE	PERCENT
FUND	BUDGET	RESULT	COLLECTED	BUDGET	RESULT	SPENT
General	14,457,483	13,267,240	92%	14,457,031	12,315,044	85%
Capital	1,835,591	1,020,712	56%	417,278	70,164	17%
Streets	3,130,006	2,668,493	85%	7,575,949	2,371,888	31%
Construction	165,457	82,141	50%	0	0	0%
Water	2,814,664	2,728,754	97%	5,123,036	2,330,339	45%
Wastewater	4,044,834	3,413,848	84%	4,659,499	2,927,784	63%
Sanitation	774,278	814,175	105%	917,633	783,280	85%
TOTAL	27,222,313	23,995,363	88%	33,150,426	20,798,499	63%



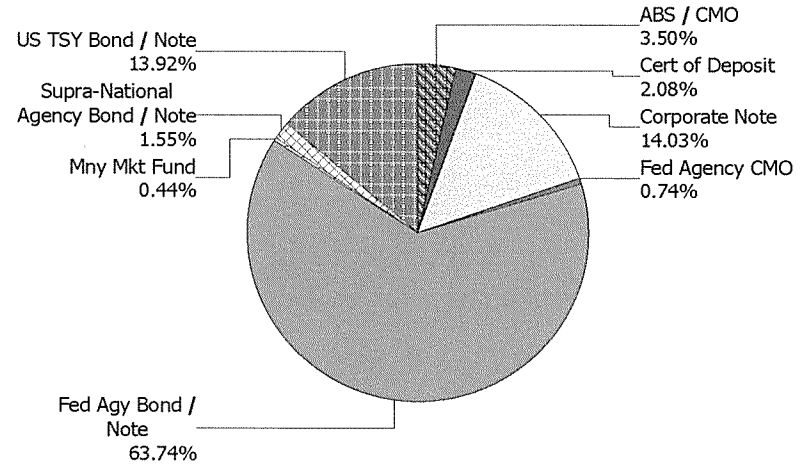
Portfolio Summary and Statistics

For the Month Ending **May 31, 2018**

Account Summary

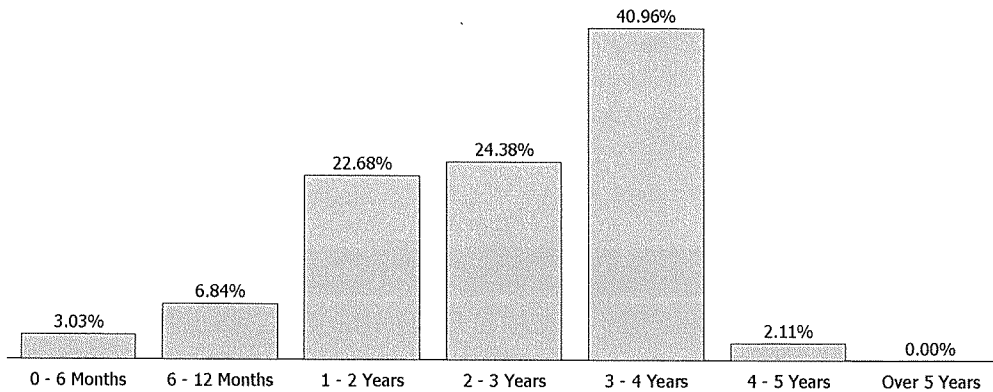
Description	Par Value	Market Value	Percent
U.S. Treasury Bond / Note	5,400,000.00	5,362,588.05	13.92
Supra-National Agency Bond / Note	600,000.00	597,001.00	1.55
Federal Agency Collateralized Mortgage Obligation	280,000.00	284,945.50	0.74
Federal Agency Bond / Note	25,200,000.00	24,565,206.25	63.74
Corporate Note	5,470,000.00	5,407,684.31	14.03
Certificate of Deposit	800,000.00	801,385.60	2.08
Asset-Backed Security / Collateralized Mortgage Obligation	1,355,000.00	1,347,205.58	3.50
Managed Account Sub-Total	39,105,000.00	38,366,016.29	99.56%
Accrued Interest		168,824.62	
Total Portfolio	39,105,000.00	38,534,840.91	
PFM Funds - Govt Select, Instl Cl	169,166.72	169,166.72	0.44
Total Investments	39,274,166.72	38,704,007.63	100.00%

Sector Allocation



Unsettled Trades **145,000.00** **143,977.30**

Maturity Distribution



Characteristics

Yield to Maturity at Cost	1.99%
Yield to Maturity at Market	2.55%

Fire Department

MEMORANDUM

DATE: July 6, 2018

TO: Brent Billingsley, Town Manager

FROM: David Strayer, Fire Chief

SUBJ: Summary of June 2018 and Plans for July 2018

The fire responses for 2018-2016 are as follows:

June 2018	Location of Calls					
Type of Calls	<i>Florence Proper</i>	<i>Florence Gardens</i>	<i>Anthem</i>	<i>Prisons</i>	<i>Mutual Aid</i>	<i>Totals</i>
Brush Fires	0	0	0	0	1	1
Structure Fires	2	0	0	1	1	4
Vehicle Fires	0	0	0	0	0	0
Trash Fires	0	0	0	0	0	0
EMS	43	7	25	51	6	132
HazMat	0	0	2	0	0	2
Electrical Arching	0	0	0	0	0	0
Police Asst./Public Asst.	2	1	5	0	0	8
Unauthorized Burning	0	0	0	0	0	0
Good Intent	0	0	0	0	0	0
Controlled Burning	0	0	0	0	0	0
False Alarm/System Malfunction	2	0	1	0	0	3
Emergency Stand by (move up)	9	0	26	0	1	36
Other Calls	2	0	8	0	2	12
TOTALS	60	8	67	52	11	198

Three Year View	2018		2017		2016	
	June	YTD	June	YTD	June	YTD
EMS	132	892	163	1011	155	1086
Fire Calls	5	28	4	20	4	38
All other Calls	61	551	65	552	61	422
TOTALS	198	1471	232	1583	220	1546

Summary of June

Fire Chief Report

- Attended Management Team meetings (every Tuesday)
- Conducted weekly Fire Staff meetings
- Attended June Town Council Meetings
- Met with the Arizona State Fire Marshal's Office June 1st.
- Fire Station 541 had the entire exterior and trim painted in June.
- Met with American Medical Response (AMR) June 5th.
- A promotional test for Captain was conducted June 12-14. Corey Usher finished first and will be promoted to Captain effective July 7, 2018.
- Active Shooter training was conducted at Station 542 and the Florence High School in the month of June.
- A meeting on the Tohono O'Odham grant took place June 5th.
- Conducted site safety tours of the Florence Copper production facility June 19th & 20th.
- A quarterly GEO meeting was held June 21.
- A meeting regarding cell antennas was held June 21st.
- A meeting with Horizon Health Care was held June 29th.
- Florence Hospital unexpectedly closed in June.
- Life Net moved their helicopter to the helipad at Station 541 on June 30.
- AMR requested staffing an ambulance at Fire Station 542
- June was a busy month for the crews, multiple structure fires occurred during the month.

Division Report – Administration

Incidents

- 6/7 255 N Main Structure Fire
- 6/14 Hunt & Felix Semi truck Roll over
- 6/26 255 N Main Structure Fire

New Construction Inspections

- Mosaic Church Fire Alarm Final
- Gem Cox Building Wireless Fire Alarm Final
- Gem Cox Building Knox Box Installation.

Safety Surveys

DOWN TOWN DISTRICT 1

- Behavioral Systems S/W
- Head start Re-Inspection

ANTHEM DISTRICT 2

- Safe way Property Management Site Inspection
- Valentino Restaurant
- E&B Cigar shop
- Nails & Spa
- Family Dental
- All State
- Elite Blinds
- Chens Restaurant
- Wells Fargo
- McDonalds
- Pulte Sales office

Plan Reviews

- Mosaic Fire Alarm review
- Pulte Final Plat 35a

Special Events

- Freedom Fest Tent Reviews
- Freedom Fest Fireworks Display

Meetings

- Compliance meeting Evergreen Properties
- GFD- Rescue task Force Training meeting.
- PC Active Shooter Planning Meeting
- PCSO-Florence PD Meeting Active Shooter Drill
- Mr. Offt Meeting Building. Design Review
- Captain Bruin Pub Education Program

Training

- Jenson Hughes Fire Protection Training
- Active Shooter Drill Training Station 2
- Active Shooter Drill Practical Exercise Florence High School
- Capt Bruin event Inspections

Projects

- Wireless Fire Alarm Project-On going
- Terrorism Liaison Officer Updates
- Code Amendment Project updates
- Town Inspection updates Project
- Town fee updates
- Active Shooter Planning Project
- Web site update project
- Engine Company-Response Guide and Safety Survey project (training)
- Existing Building Safety Surveys
- Burn Permit Procedures
- Web Site Updates

Division Report – Operations

Apparatus

- E541 Serviced
- L542 Serviced
- 2542 Service AC repaired
- L2542 Serviced scheduled for July

Uniforms/Personal Protective Equipment (PPE)

- Personal Protective Turnouts ordered from United Fire
- Setting up uniform accounts for new fiscal year
- Helmets issued for end of service equipment
- Turnout Cleaning being done

Hand Tools/Equipment

- Received quote for maintenance and repairs for equipment

Communications Equipment

- Continued communications meeting with PD and Dispatch
- Working with information technologies on our patient reporting
- Working with information technologies on connectivity of tablets with heart monitors and State reporting

Emergency Medical Services (EMS)

- ESO Solutions ePCR (electronic patient care reporting) to AZ Department of Health Services (DHS).
- AZ DHS NEMSIS 3 reporting requirements have changed our reporting criteria and increased charting times.
- Electronic drug check off forms in Target Solutions uploaded and working
- Submitting quote for EMS supplies.
- Meeting with Base Hospital Mountain Vista Medical Center.
- Monthly drug restock completed through base hospital .

TRAINING

- Target Solutions ISO training tracker continued training for personnel
- Scheduling Ladder training for August/September
- Opioid training along with mandatory State reporting

SPECIAL PROJECTS

- Wildland response for Town Urban Interface only
- Staffing program Crewsense
- Research on cost benefit analysis for refurbishment of current apparatus
- Working with Daeger technical support for SCBA in mask communications adapter if we were to change radios in the future
- SCBA committee reviewing new SCBA's for increased safety and future pack replacement
- Town Safety Committee member
- Incentives/Awards/Recognition Committee
- Prisoner patient transport hospital committee
- One Fire Department Military member being deployed in July

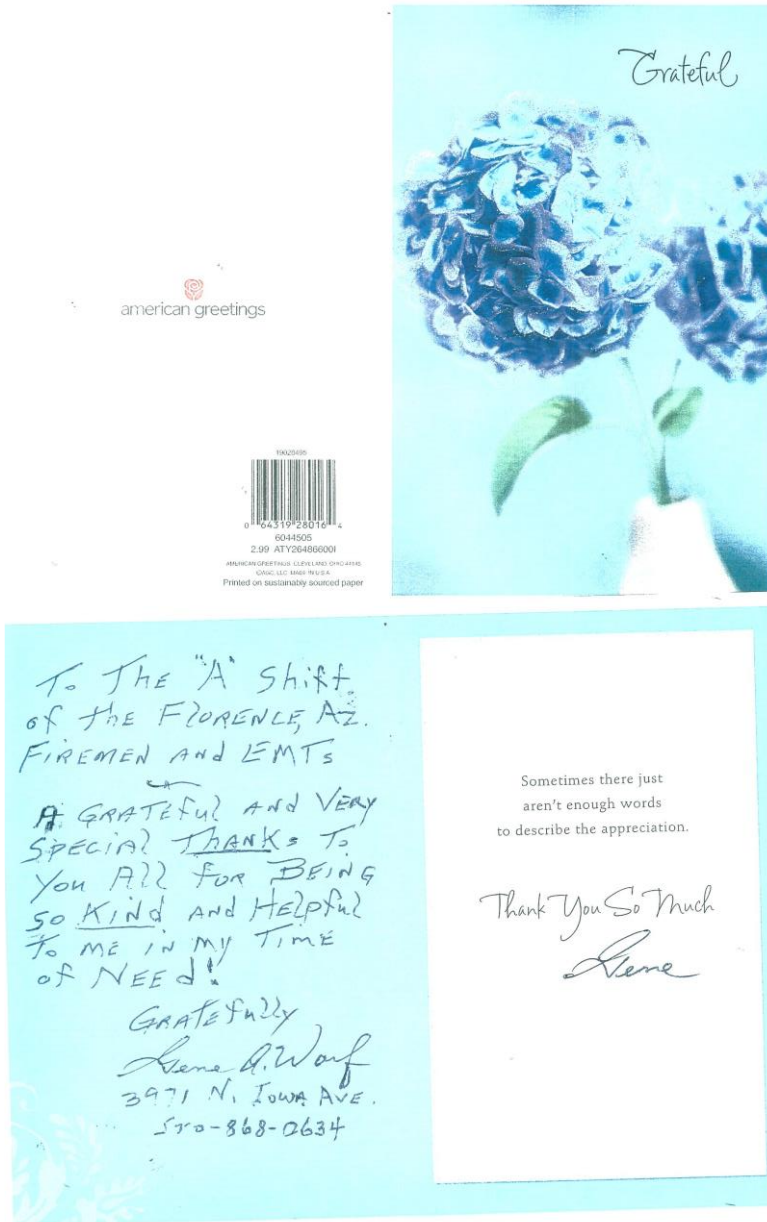
A fire at the Kokopelli Moon occurred (twice) in June.



Captain Jeff Moser's retirement was recognized at the June 4th Council Meeting



Station 541, A-Shift received the following Thank You card in June



Plans for July

- Chief Strayer will be attending the National Fire Academy July 22 – August 3, 2018 taking a course on Community Risk Reduction (CCR).
- An Executive Session with Town Council involving the Fire Department is scheduled for July 2nd.
- A meeting with Cenpatico is scheduled for July 5th.
- The annual AZ Fire Chief's conference is being held in Glendale June 10-13. Battalion Chief Sample will be attending representing Florence Fire.
- Chief Strayer will be assisting Queen Creek Fire in their Deputy Chief interview process July 17.
- A Florence Fire Supervisor's meeting is scheduled for July 18.
- A post incident analysis on the Kokopelli Moon fire(s) is scheduled for July 19.
- A Pinal County Substance Abuse meeting is scheduled for July 24.



FLORENCE POLICE

Monthly Report – May 2018

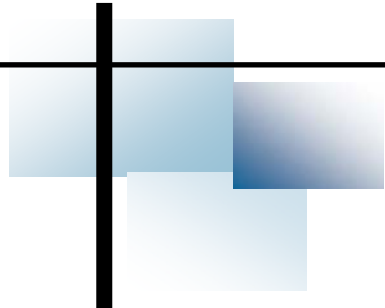
Daniel R. Hughes, Chief of Police



425 N. Pinal St. □ P.O. Box 988

Florence, AZ 85132

Phone: 520-868-7681 □ Fax: 520-868-0158



“The men and women of the Florence Police Department stand firm in our pursuit for justice and public trust. We will stay true to our mission of providing service and safety to our community with honor, respect, and integrity. We are committed to providing fair and equal treatment to those we encounter.”

The information contained in this report outlines significant information and activity within the Florence Police Department (FPD) during the month of May 2018. The monthly report is prepared for the Town Council’s review and furthermore for the use by FPD to examine the current activity within the department and community to identify short-term and long-term needs and develop plans for improvement to provide the highest level of service.

Personnel

Employee	Position	Effective
<i>New Hire</i>		
None		
<i>Resignations/Terminations</i>		
None		
<i>Vacancies</i>		
1	1- Supervisor	
3 full-time	Dispatcher	Open continuous

Dispatcher and Officer Applications being accepted.

Recruits are continuing academy training in Tucson.

Chief of Police

Chief of Police, Daniel R. Hughes attended the following meetings during the month of May:

- Town Council Meetings
 - Management Team Meetings
 - Weekly FPD Administrative Meetings
 - Purchasing Committee Meeting
 - Fire and Police Communication Meeting
 - Alliance to Combat Transnational Threat – Field Area 2 (ACTT FA-2) Planning Meeting
 - Pinal County Law Enforcement Association (PCLEA) Meeting
-

Administrative/Support Services

The Support Services area includes the following: Communications Division, Evidence and Property, Crime Scene Investigator, Records Division, and Departmental Budget/Finances.

The Support Services Manager (Deanna Husk) had the following monthly activities:

- PCLEA meeting
- Update of Policy/Procedures for Evidence/Property
- On-going update of Policy/Procedures for Volunteers
- Update of Communications Policy –Committee with Patrol Division
- Preparing Superior FD quarterly billing
- Budget review for next FY
- Dispatcher APCO Fire Training for staff-1 dispatcher remaining to complete training

Communications

- Continued testing for dispatcher applicants
- Reviewing/Revising policies and procedures
- Oral Boards
- Fire Training started by Dispatcher Deitch-all others completed training
- Revising Training Manual

Calls for Service

Below is a table that depicts the total calls for service handled by FPD dispatchers during the month of May. The numbers are shown by the incident locations and how the incident was reported.

How Calls Are Received, Totals by How Received				
	Beat 1	Beat 2	Beat 3	TOTAL
911 Line	54	12	20	86
Crime Stop Line	0	0	0	0
Officer Report	231	103	257	591
In Person	82	0	11	93
Radio Transmission	3	0	1	4
State TT/NLETS	0	0	0	0
Telephone	174	57	105	336
TOTAL	544	172	394	1110

Average Response Time to Calls for Service

6 Month Reporting Period: December 2017 to May 2018

	Dec	Jan	Feb	Mar	Apr	May
Priority 1	5:08	4:46	5:44	4:33	4:44	3:36
Priority 2	6:29	6:35	5:43	6:23	7:24	5:47
Priority 3	18:34	25:03	21:27	23:54	19:03	21:23
Priority 4	21:31	4:00	13:56	10:26	9:48	25:40

Definitions:

- Priority 1 These priorities are those in which there is an imminent danger to life or major damage/loss to property or an in progress or just occurred major felony.
- Priority 2 These priorities are those in which a crime in progress might result in a threat of injury to a person, or major loss of property or immediate apprehension of a suspect.
- Priority 3 These priorities are those in which there is no threat of personal injury or major loss of property.
- Priority 4 These priorities are those of a report nature only.

MAY 2018 – Offense Count Index

Classification of Offense	Offenses	Unfounded	Actual	Offenses	Juvenile
CRIMINAL HOMICIDE	0	0	0	0	0
a. Murder/Nonneg Manslaughter	0	0	0	0	0
b. Manslaughter by Negligence	0	0	0	0	0
FORCIBLE RAPE	0	0	0	0	0
a. Rape by Force	0	0	0	0	0
b. Attempt Forcible Rape	0	0	0	0	0
ROBBERY	0	0	0	0	0
a. Firearm	0	0	0	0	0
b. Knife or Cutting Instrument	0	0	0	0	0
c. Other Dangerous Weapon	0	0	0	0	0
d. Hands, Fist, Feet, etc.	0	0	0	0	0
ASSAULT	8	0	8	5	2
a. Firearm	0	0	0	0	0
b. Knife or Cutting Instrument	0	0	0	0	0
c. Other Dangerous Weapon	1	0	1	1	0
d. Hands, Fist, Feet, etc.	0	0	0	0	0
e. Other Assaults – Simple	7	0	7	4	2
BURGLARY	1	0	1	1	0
a. Forcible Entry	0	0	0	0	0
b. Unlawful Entry/No Force	1	0	1	1	0
c. Attempt Forcible Entry	0	0	0	0	0
LARCENY – THEFT	11	0	11	2	0
MOTOR VEHICLE THEFT	1	0	1	0	0
a. Autos	1	0	1	0	0
b. Trucks	0	0	0	0	0
c. Other Vehicles	0	0	0	0	0
GRAND TOTAL	21	0	21	8	2
Clearance(s) by Adult Arrest	4				
Clearance(s) by Juvenile Arrest	2				

**All data presented in this report is tentative until monthly audit is complete

Property & Evidence

During the month of May 2018, there were 336 envelopes/packages involved in 185 incident cases submitted for processing by the Property and Evidence Section. Of the total, envelopes/packages:

- 183 were Evidence items of which 7 were released, 3 were sent to the lab, 74 were stored and 99 were put in for destruction.
- 71 were for Safekeeping of which 21 were released, 14 were stored and 36 were put in for destruction.
- 13 were Found Property of which 3 were stored and 10 were put in for destruction.
- 69 were Disposal Items of which 4 were stored and 65 were put in for destruction.

The items of evidence involved the following crimes:

- 9 - Drug Incidents
- 1 - DUI

2018 – Property and Evidence Processing							
TOTAL PACKAGES	EVIDENCE STORED	SAFE KEEPING	FOUND PROPERTY	DISPOSAL	RELEASED	OUT TO OFFICER	SENT TO LAB
336	87	71	13	69	28	12	3

Other Considerations

- The status of the Police Evidence Trust Fund bank account, involving \$6,092.64.
16 pending items:
9 are for safekeeping,
6 are pending RICO forfeiture and
1 is to be returned to owner if located.
 - Fingerprints were taken for 46 citizens by the Property and Evidence Section and Police Volunteers this month. The prints included volunteers, employee applicants and private citizens.
 - A drug burn was conducted in Globe with Mesa Police Department on May 24th. FPD destroyed 34 boxes of items according to policies and schedule.
-
-

Operations/Patrol

The Operations/Patrol Division is under the direction of Lt. Terry Tryon. He was on medical leave during the month of May. In his absence, the following meetings were overseen by Chief Hughes:

- Town Council Meetings
- FPD Management Team Meetings
- Weekly FPD Administrative Meetings
- Workflow Committee Meeting
- Alliance to Combat Transnational Threat – Field Area 2 (ACTT FA-2) Planning Meeting

Professional Standards

No complaints received. No internal administrative investigations initiated.

There was 1 use of force report for May.

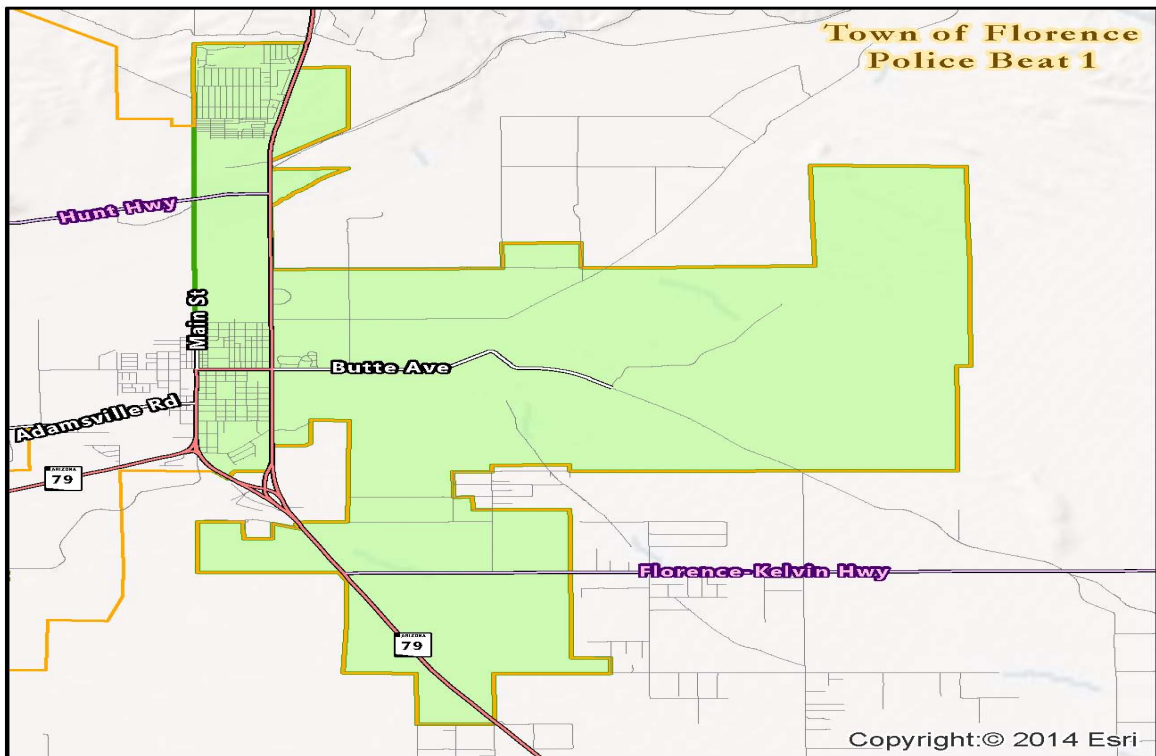
- Subject attempted to flee an arrest. Subject evaluated by Florence Fire Department. No injuries were reported.
-
-

Criminal Investigations Unit

Number of new cases assigned in May:		12	
Observed Offense	Assigned Detective	Case Status	Notes:
Agency Assist	D. Helsdingen	Closed	Assisted Napa City Police Locate female involved in Fraud \$54,000 Officer Acevedo located suspect vehicle waiting on nationwide felony warrant
Information (Sex Offense)	D. Helsdingen	Closed	Inmate claimed he was sexually harassed unsubstantiated
Accident with Injuries (DUI)	D. Helsdingen	Open	Interviewed Witnesses, in contact with Victim's family and Hospital received Lab results from DPS felony DUI and Aggravated Assault charges pending
Sex Offense	D. Helsdingen	Closed	DCS reported 4-year-old female with a STD lab results E-Coli infection DCS still has custody of child investigating neglect
Death Investigation	D. Helsdingen	Closed	Subject died in Maricopa after medical call in town. Methamphetamine and medical history cause of death
Threatening (Juvenile)	D. Helsdingen	Closed	Juvenile threatened to shoot Anthem K-8 after speaking with child about the threats information was received he was making threats against the witness he was then booked into PCJD
Assault & Disorderly Conduct	D. Helsdingen	TOT	Misdemeanor case turned over to shift
Fraudulent Schemes	D. Helsdingen	Open	Facebook scam suspect identified in Grand Haven MI working with SO in South Dakota
Death Investigation	D. Helsdingen	Closed	Single fatal GSW to head (Suicide)
Sex Offense (Juvenile)	D. Helsdingen	Closed	Child forensically interviewed did not disclose parents also have another open sex offense (juvenile) with another agency and in that case the child did not disclose DCS notified due to concerns about parents
Vulnerable Elder Abuse	D. Helsdingen	Closed	89-year-old female with stage 4 pressure wounds unable to prove she was intentionally neglected
Death Investigation	D. Helsdingen	Closed	Natural Causes Internal diseases
Number of cases carried over into May:		5	
Observed Offense	Assigned Detective	Case Status	Notes:
Fatal Motor Vehicle Accident	D. Helsdingen	Open	Negligent Homicide Charges Filed additional investigation completed
Sex Offense (Juvenile)	D. Helsdingen	Closed	Forensic Completed Child disclosed taking bath with male babysitter and inappropriate touching PCA is reviewing- Suspect interviewed and CVSA completed. Could not confirm deception.
Hit & Run	D. Helsdingen	Open	Interviewed subject who witness the crime
Sex Offense	D, Helsdingen/ L.	Closed	16-year-old female reported being in a sexual

	Gaston		relationship with 46-year-old male. Suspect arrested, subpoena and cell phones completed
Attempted 1 st Degree Murder	D. Helsdingen	Open	Suspect in custody search warrant from swabs from suspect completed, evidence at DPS
Number of joint cases worked in May:		2	
Observed Offense	Assigned Detective Primary/Secondary	Case Status	Notes:
Homicide/CADC	Helsdingen/Gaston	Open	Inmate on Inmate victim strangled, death certificate and autopsy report received charges pending
Sex Offense	L. Gaston/D. Helsdingen	Open	Victim wished to pursue charges of domestic violence
Other Activity:			
D. Helsdingen	OPSG on line training		
D. Helsdingen	Forensic Interview		
D. Helsdingen	Grand Jury		
D. Helsdingen	Drug Burn in Globe		
D. HELSDINGEN	Autopsy x2		

Beat 1



Beat Statistics:

Beat 1 Supervisor – Sgt. D. Peterson

There are 6 officers assigned to Beat 1

Total number of calls for service (including traffic): 469

Total number of traffic stops: 145

Total number of accident reports taken: 9, 2 of which were private property accidents.

Total number of citations issued: 32 for 38 violations

Total number of DUI: 0

Crimes against Persons

Assault: 7

Sexual assault: 2

Property Crimes

Burglary: 2

Criminal damage: 3

Theft: 3

Monthly Activities

Total calls for service were down from last month (554). Person crimes (9) were the same as last month (9). Of the 9 reported person crimes, 6 occurred in correctional facilities. Property crimes

(8) were down 1 from last month (9). Officers in Beat 1 conducted Directed Patrols in the areas of previously reported crimes. Officers also conducted Field Interviews of persons throughout Beat 1 and inquired if there was any knowledge of any crimes being committed. The Directed Patrols and Field Interviews were utilized to gather information/suspects and to provide a presence in the community to help deter additional crimes. There were 23 warrant arrests in Beat 1 during the month.

In addition to normal patrol, officers also conducted 157 Directed Patrols of businesses, apartment complexes, Florence Gardens and Caliente communities and the prisons.

Community Involvement and Education

Area schools completed their 2017-2018 school year. Summer Break began on May 31st. Officers continued their visits to schools and school zones to prevent and / or detect any crimes.

Special Events

None

Upcoming Special Events

July Freedom Fest on July 4th

Significant Calls for Service

Assault reported on E. Aguilar Street – During a party, two males and two females had been drinking alcohol. The two females then went in a bedroom and fell asleep. The male believed his girlfriend was cheating on him with the other female (reportedly only friends). He then confronted them while they were sleeping and struck one of the female's arms with a baseball bat (no reported injury). When the other male entered to see what was going on, the suspect displayed a pocket knife and threatened all in the room. The suspect then left the area before police arrived. Charges were forwarded to the Court.

Assault reported on N. Pinal Parkway – Four inmates beat up another inmate causing a laceration to the victim's eyebrow area. The victim was removed to the hospital for treatment. The victim did want to pursue charges. Charges were submitted to the court against all four suspects.

Assault reported on E. Diversion Dam Road – Two juvenile inmates were playing basketball. One inmate got upset and started punching the other inmate. Minor injury treated on scene. Charges were submitted to the court.

Assault reported on E. Florence Heights Drive – A male and female were breaking up their relationship and became physical with each other. The male was arrested after striking the female and pushing her to the ground.

Assault reported on E. Diversion Dam Road – A juvenile inmate became upset with a Detention Officer when he was punished. The juvenile then punched the Detention Officer two times in the head (minor injury – treated on scene). Charges were submitted to the court.

Assault reported on N. Pinal Parkway – Open investigation.

Sexual Assault reported on E. Diversion Dam Road - A DCS employee reported that an 8-year old male is alleged to be watching porn at home and then going to school and trying to rub up against female students. On-going investigation.

Sexual Assault reported on N. Bowling Road – An inmate reported to a Correction Officer that he and another inmate had been consensually masturbating each other.

Burglary reported on S. Park Street – A male reported that another person threatened to break into a residence. Officers watched the home during shift and observed two vehicles turn off their headlights as they approached the residence. Two males jumped over the fence and began manipulating a window for entry. Officers were able to apprehend and arrest two males.

Burglary reported on E. Desoto Street - A female reported that someone entered her unlocked vehicle during the night. When she returned to her vehicle in the morning she noticed the contents of her wallet were spilled out onto the seats. She states only two credit cards are missing. The cards were cancelled prior to any unauthorized transactions. No suspects.

Theft reported on N. Warner Street – A taxi driver stated he brought two female passengers to this location and they exited his taxi without paying the \$77.00 fare. The females then ran through the backyard and jumped the fences. The females were not located or identified.

Theft reported on E. Aguilar Street - A female reported that someone had stolen her motorized wheelchair from in front of her home. The wheelchair is reportedly worth \$600.00. No suspects at this time.

Theft reported on E. Elliot Street – A female reported that her roommate had stolen money and prescription medication from her. Upon arrival, the female further advised she had video showing the crime. The roommate was arrested and booked into jail.

Criminal Damage reported on E. Brady Street at S. Elizabeth Street – A male was driving his mother’s vehicle when he saw his ex-girlfriend with another male. The males exchanged words and then the new boyfriend threw rocks at the ex-boyfriend’s vehicle causing scratch marks on the vehicle.

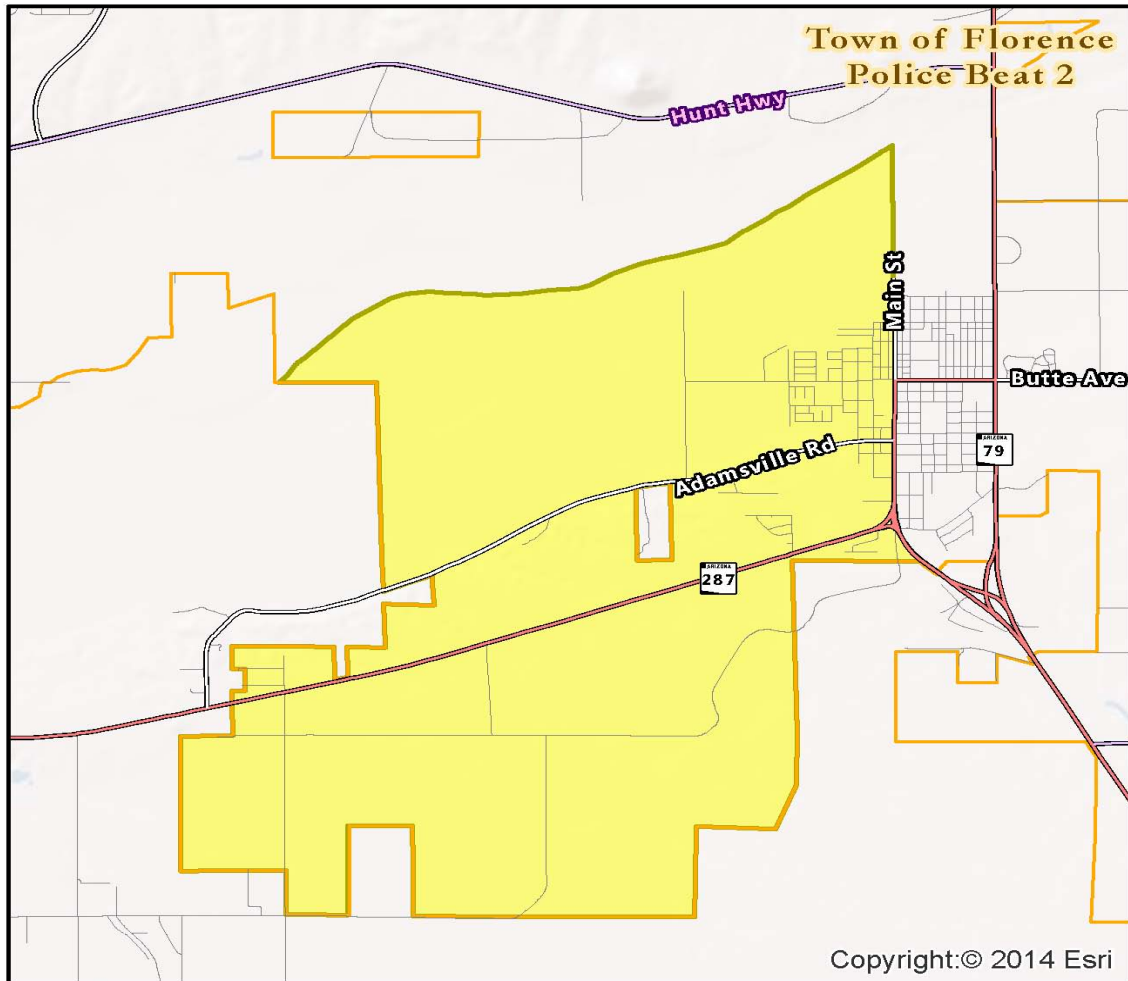
Criminal Damage reported on N. Pinal Parkway – An employee of the gas station stated that while her vehicle was parked on the side of the building an unknown person scratched up her vehicle. No suspects.

Criminal Damage reported on E. Aguilar Street – A female reported that someone turned on the kitchen sink of a vacant apartment and allowed it to overflow causing damage to the flooring. This incident is still being investigated.

Training

Legal Updates, Law Enforcement Safety Bulletins.

Beat 2



Beat Statistics

Beat 2 Supervisor – Sgt. D. Campbell

There are 6 officers assigned to Beat 2

Total number of calls for service (including traffic): 163

Total number of traffic stops: 69

Total number of accident reports taken: 3, all of which were private property accidents

Total number of citations issued: 15 for 17 violations

Total number of DUI:

Crimes against Persons:

None

Property Crimes:

Criminal Damage: 1

Theft: 1

Vehicle Theft: 1

Monthly Activities

Citations were issued for speeding, expired registration, vehicles not having mandatory insurance, passing a stop sign and driving without a license.

Community Involvement and Education

Officers conducted 89 directed patrols of the local business and issuing warning citations for parking violations to include (13) Field Interviews. FPD has been conducting school zone enforcement in the area of Florence High School, K-8 and Anthem K-8.

Special Events

FPD assisted Florence High School with Graduation 2018. During the event, approximately 1500-2000 spectators took part in the ceremony. No major issues were reported.

Upcoming Special Events

None

Significant Calls for Service

Field Interview: FPD observed a male walking in the area of Willow and Butte in Florence. Florence Dispatch advised the subject has a valid warrant issued out of Florence City Court with a bond of \$394.00. The subject was contacted, arrested and processed into Pinal County Sheriff's Office without incident.

Traffic Stop: FPD identified a male subject who was the passenger in a Volkswagen Jetta. FPD identified the subject and had prior knowledge he had a warrant for his arrest. FPD conducted a traffic stop, arrested the male who was also found in possession of a methamphetamine pipe. The subject was processed and booked into Pinal County Jail without incident.

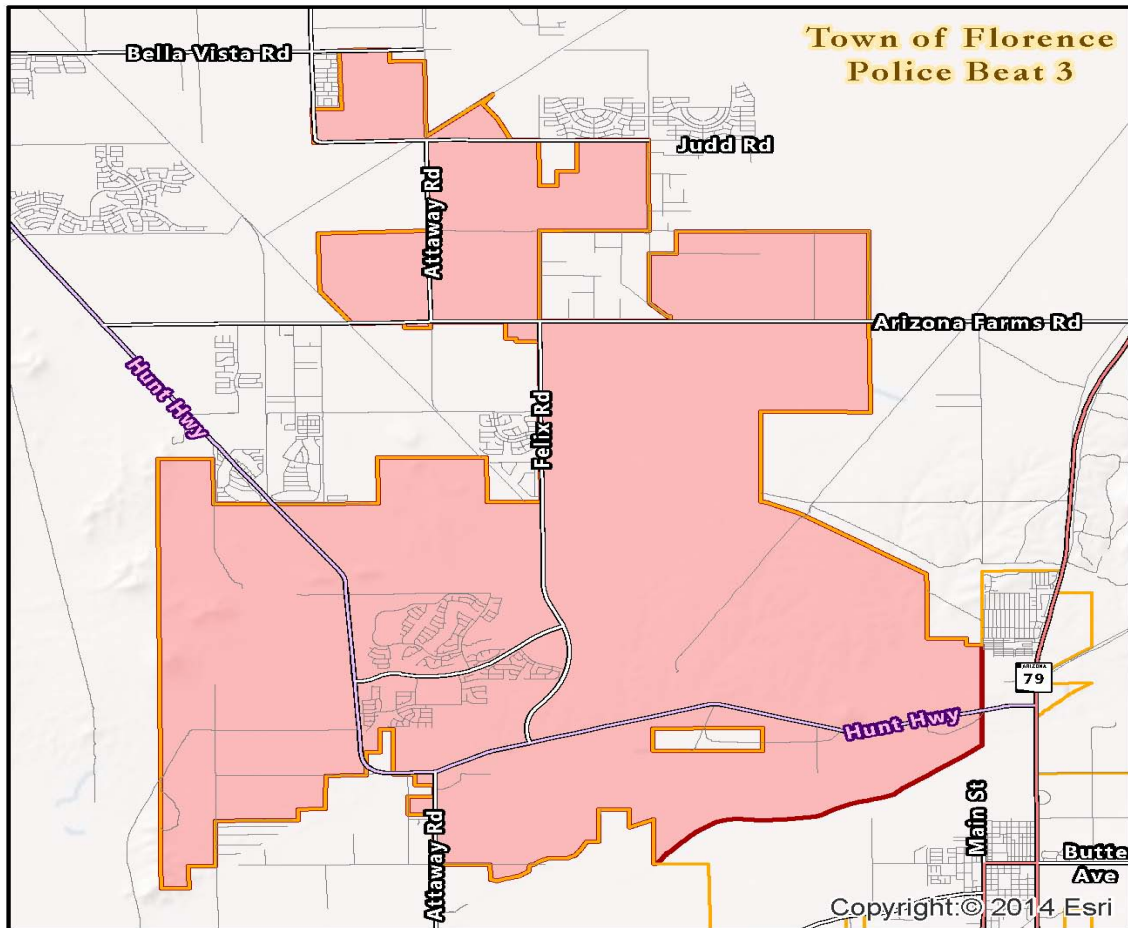
Theft: FPD responded to True Value located on North Main in Florence. FPD arrived on scene and reviewed the surveillance video. During the viewing, FPD identified the local subject who was observed removing the price tag from the flashlight and placing it into his front right pocket. FPD located the subject in the area of Hunt and Hillar Road. The subject was contacted, found in possession of the flashlight and arrested without incident.

Traffic Stop: FPD conducted a traffic stop in the area of Main and Felix Street for a traffic violation. Florence Dispatch advised the driver had a valid warrant issued out of Pinal County Sheriff's Office. The subject was arrested, vehicle turned over to his girlfriend and ultimately booked into Pinal County Jail without incident.

Training

FPD Officers were provided information on local events to including providing them with daily briefings on recent intelligence. Officer Murphy is currently attending K9 Detection/Bite School provided by Pinal County Sheriff's Office.

Beat 3



Beat Statistics:

Beat 3 Supervisor – Sgt. S. Morris
There are 6 officers assigned to Beat 3
Total number of calls for service (including traffic): 330
Total number of traffic stops: 182
Total number of accident reports taken: 3
Total number of citations issued: 30
Total number of DUI: 0

Crimes against Persons:

Domestic: 2

Property Crimes:

Burglary: 3
Criminal Damage: 1
Theft: 3

Monthly Activities

For the month of May, the total calls for service was 330, compared to 309 in March. A 6.80 % increase. No influx of major crime. A total of 163 directed patrols were conducted.

The Juvenile Detention Log was completed as required by state law. The Florence Police did not detain any juveniles for the month of May.

The speed signs logged the following data:

The Main Street speed sign for southbound traffic for 113,936 vehicles. Average speed was 33 mph. Speed limit is 35 mph. 49,503 were between 33-38 mph, 9075 were between 39-44 mph, and 623 were 45-50 mph.

Anthem/ Hunt Highway, westbound traffic for 164,713 vehicles. Average speed was 36 mph. Speed limit is 45mph. 47,118 were between 45-50 mph, 26,609 were between 51-56 mph, and 118 were above 69 mph.

The portable speed signs have been placed in Florence Gardens, Adamsville Road, and Main Street extension. One will be placed in the Sun City area of Anthem in June.

For the month of May, traffic enforcement in beat three consisted of 182 traffic offenses, with 30 citations, and 44 violations. A total of 3 accidents took place. All minor.

Community Involvement and Education

The Beat 3 officers continue to look for code enforcement violations and have been enforcing parking violations. No parking violations were given in May. Officer Palmer has been attending the Anthem K-8 School and interacting with the staff and children. He has been going over the GREAT program every Wednesday this month. School is now out for the summer, so Officer Palmer will be doing more community policing, and crime prevention tasks.

Special Events

None

Upcoming Special Events

None

Significant Calls for Service

Dead Body – W. Rushmore Way – A father came home and found that his 26-year-old son had committed suicide. The cause of death was a gunshot wound to the head. The son had a history of attempted suicide and mental health issues. No foul play suspected.

Officers have broken up a burglary ring in Anthem and have taken 4 into custody. Three adults and one juvenile. They are suspected in the above listed burglaries, and several others committed in the first few days of June. A search warrant was executed on the house on W. Sonoma Way. Numerous evidence was collected. Case is still ongoing.

W. Willow Way – A verbal argument between husband and wife over wife's drinking problem. Both parties separated for the night. No charges filed.

E. AZ Farms Road – Argument between boyfriend and girlfriend. Language barrier was an issue but was resolved. No charges filed.

N. Princeton Ct. – Sometime between the dates of 5/29-5/31, an unknown subject removed a Glock 42 and a flashlight from the victims 2016 Nissan parked in the driveway. Weapon and flashlight valued at \$434. (Case under investigation, with 4 suspects detained)

W. Desert Blossom Way – Unknown suspects removed a Springfield .45 caliber handgun from the victim's unlocked vehicle parked in the driveway. Weapon valued at \$450. No suspects at this time.

W. Georgetown Way – An unknown person removed the victim's wallet from their Ford F-150. The wallet contained \$200 in cash, and numerous other credit cards. No suspects at this time.

W. Sonoma Way - The victim had a party at her house. Numerous subjects that she did not know attended. The following morning, two subjects got into an argument and a female threw a pan at one of the other guests and broke the sliding glass door, put a hole in the drywall, and damaged the front door. Total value of damage is \$1000. Female was arrested and confined.

W. Desert Blossom Way – An unknown person removed a Sony PlayStation valued at \$400 from the victim's vehicle in the driveway of their home. No suspects at this time.

N. Hunt Hwy – A female went digging through the garbage can inside of the store and retrieved a paycheck stub of an employee. She then wrote down the information and left the store. Investigation is ongoing.

W. Millerton Way – A subject reported that his TV was being held by an ex roommate. The TV was recovered by the police department and is currently in safekeeping due to it being a civil issue at this point.

Training

Officer's uniforms were inspected this month, with no discrepancies noted.

K-9 Unit

K-9 Activity

A new K-9 was purchased with funds donated by PCAO and money raised by Sun City residents. On April 27, 2018, FPD along with a member of the Pinal County Sheriff's Office arrived at Vohne Linche Kennels in Denver, Indiana. During the three-day testing phase, approximately 17 individual dogs were tested. K9 Rexo was ultimately selected. K9 Rexo is a Belgium Malinois and was born in Slovakia on 12/24/2016.

K9 Murphy along with a trainer from Pinal County Sheriff's Office will provide formal training for K9 Rexo. After three months of training, K9 Rexo will be certified through (NCAT) National Canine Audit Tracking System and will be deployed within the Town of Florence.

During the month of May, K9 Rexo had continued with his course work of narcotics and bite-work. K9 Rexo has proven to excel in all areas of police work and continues his certification course.

FPD retired K9 Russ on 05/30/18. During the event, members of the FPD and Pinal County Sheriff's Office attended. Good job K9 Russ you will be missed. Officer Murphy has requested to keep K9 Russ for the remainder of his life.



Volunteers

The Florence Volunteers put in a total of 114.25 hours for the month of May. There was a total of 8 volunteers that donated their time this month. The Victim Services Unit was utilized twice this month. The volunteers continue to assist the police department with fingerprinting, funeral escorts, and any special events hosted by the Town of Florence. The volunteer program is actively involved in house watches, school zones and business checks. There were seven 3511 hearings this month, conducted by a volunteer. The vehicles were released to their respective owners and tow companies, and a total of \$600.00 was collected for fees.

Grants

No grant work completed for month of May.

Traffic Reporting Activities

The following are statistics reported to GOHS for both special events and sustained (regular) activity:

Total citations for the month of May 2018- 83

Total traffic contacts for the month of May 2018- 396

Type of Citation	Total Number
Civil Speed	34
Criminal Speed	0
DUI	0
DUI Drugs	0
Other (CT, CR,CV)	49

Training

Efforts are continually made by the training staff to incorporate and provide quality training to all FPD officers. FPD staff has worked diligently to reduce training costs by providing required internal training.

Traffic

Total number of Citations issued for the department: 77 for 99 violations

Directed Patrols

The Police Department conducted 409 Directed Patrols during May. Directed Patrols are a proactive, police-initiated, approach which focuses patrol resources on the places with highest risks of serious crime to increase crime prevention. Statistics have proven that an increased proactive patrol in high crime areas has decreased crimes.
