

# TOWN OF FLORENCE SPECIAL MEETING AGENDA

Mayor Tara Walter  
Vice-Mayor John Anderson  
Councilmember Bill Hawkins  
Councilmember Karen Wall  
Councilmember Kristen Larsen  
Councilmember Michelle Cordes  
Councilmember Judy Hughes



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

**6:00 PM**

**Monday, July 1, 2019**

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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 Special Meeting of the Florence Town Council will be held on Monday, July 1, 2019, 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:** Tara Walter \_\_, John Anderson \_\_, Bill Hawkins \_\_, Karen Wall \_\_\_\_,  
Kristen Larsen \_\_\_\_, Michelle Cordes \_\_, Judy Hughes \_\_.

**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 property tax levy of the Merrill Ranch Community Facilities District No. 1: Ordinance No. MRCFD1 116-19: AN ORDINANCE OF MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE COMMUNITY FACILITIES DISTRICT SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR COMMUNITY FACILITIES EXPENSES FOR THE FISCAL YEAR ENDING THE 30TH DAY OF JUNE 2020. (Rey Sanchez)

- b. **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 140-19: A RESOLUTION OF THE MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1, PINAL COUNTY, ARIZONA, ADOPTING THE BUDGET FOR FISCAL YEAR 2019-2020. (Rey Sanchez)
- c. Discussion/Approval/Disapproval of the Merrill Ranch Community Facilities District No. 1 **October 1, 2018** and **April 15, 2019** 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 property tax levy of the Merrill Ranch Community Facilities District No. 2: Ordinance No. MRCFD2 216-19: AN ORDINANCE OF MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE COMMUNITY FACILITIES DISTRICT SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR COMMUNITY FACILITIES EXPENSES FOR THE FISCAL YEAR ENDING THE 30TH DAY OF JUNE 2020. (Rey Sanchez)
- b. **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 237-19: A RESOLUTION OF THE MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2, PINAL COUNTY, ARIZONA, ADOPTING THE BUDGET FOR FISCAL YEAR 2019-2020. (Rey Sanchez)
- c. Discussion/Approval/Disapproval of the Merrill Ranch Community Facilities District No. 2 **October 1, 2018** and **April 15, 2019** Special Meeting minutes.

## **9. PUBLIC HEARINGS AND PRESENTATIONS**

- a. **Public hearing to receive** citizens' comments regarding the use of Fiscal Year 2019 Community Development Block Grant Regional Account/State Special Project funds, as required for submission of the grant application. (Jennifer Evans)
- b. **Public hearing to receive** citizens' comments on the property tax levy of the Town of Florence and first reading of Ordinance No. 676-19: 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 ONE HUNDRED DOLLARS (\$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 2020. (Rey Sanchez)
- c. **Public hearing to receive** citizens' comments on the secondary property tax for the Fiscal Year 2019-2020 for Anthem at Merrill Ranch Street Light Improvement District No. 1, Anthem at Merrill Ranch Street Light Improvement District No. 2 and Anthem at Merrill

Ranch Street Light Improvement District No. 3; and first reading of Ordinance No. 677-19: 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 ONE HUNDRED DOLLARS (\$100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR STREET LIGHT OPERATIONS FOR THE FISCAL YEAR ENDING THE 30TH DAY OF JUNE 2020. (Rey Sanchez)

- d. **Public hearing to receive** citizen's comments on the proposed final budget for Fiscal Year 2019-2020. And Discussion/Approval/Disapproval of Resolution No. 1700-19: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ADOPTING THE BUDGET FOR THE FISCAL YEAR 2019-2020. (Rey Sanchez) (Roll Call Vote)
- e. **United Way Presentation** by Allen A. Villalobos, Chief Executive Officer for United Way of Pinal County. (Lisa Garcia)
- f. **Special recognition** of Battalion Chief Jim Walter for completing the Managing Officer Program through the National Fire Academy. (David Strayer)
- g. **Special recognition** of Sergeant Phil Riccomini for completing a 10-week course given through Northwestern University, School of Police Staff and Command. (Dan Hughes)
- h. **Proclamation declaring** July as Parks and Recreation Month in the Town of Florence and to encourage residents to get outdoors and enjoy their community through parks and recreation. (Bryan Hughes)

**10. 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. **Adoption of the Active** Transportation Plan. (Bryan Hughes)
- b. **Approval of an Extension** of Agreement for Temporary Housing at Florence Fire Station 542 by American Medical Response for an additional 12 months. (David Strayer)
- c. **Approval of an Extension** of Agreement with Air Methods Corporation for the utilization of the helipad at Fire Station 541 for an additional 12 months. (David Strayer)
- d. **Approval of an Inmate** Work Contract with the Arizona Department of Corrections for a period of five years, with a term to expire June 30, 2024. (Lisa Garcia)
- e. **Approval of the Interagency** Service Agreement (ISA) between Arizona State Parks and the Town of Florence to manage McFarland State Historic Park through June 30, 2020. (Jennifer Evans)
- f. **Approval of entering** into a Revocable License/Lease and Professional Services Agreement with the Greater Florence Chamber of Commerce for McFarland State Historic Park through June 30, 2020. (Jennifer Evans)

- g. **Approval of accepting** the register of demands ending May 31, 2019, in the amount of \$2,976,951.39. (Rey Sanchez)

## 11. NEW BUSINESS

- a. **Discussion/Approval/Disapproval** to adopt Resolution No. 1707-19 adopting the Uniform Video Service License and Application and adopt Ordinance No. 679-19 amending the Town of Florence Code of Ordinances to comply with Arizona State law governing Video Service License Agreements. (Lisa Garcia)
- i. **Resolution No. 1707-19:** Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, REAFFIRMING TOWN POLICY BY ADOPTING A UNIFORM STANDARD VIDEO SERVICES APPLICATION, AFFIDAVIT, AND LICENSE AGREEMENT FOR VIDEO SERVICE PROVIDERS; AND DIRECTING STAFF TO TAKE ALL NECESSARY STEPS TO CARRY OUT THE PURPOSE AND INTENT OF THIS RESOLUTION AND DECLARING AN EMERGENCY.
- ii. **Ordinance No. 679-19:** Discussion/Approval/Disapproval of AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE TOWN OF FLORENCE CODE OF ORDINANCES BY AMENDING CHAPTER 118, CABLE COMMUNICATIONS, TO COMPLY WITH ARIZONA STATE LAW REQUIRING THE USE OF A UNIFORM VIDEO SERVICE LINES AGREEMENT EFFECTIVE JULY 1, 2019; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES AND PROVIDING FOR SEVERABILITY.
- b. **Resolution No.1705-19:** Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AUTHORIZING THE SUBMISSION OF APPLICATION(S) FOR FISCAL YEAR 2019 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. (Jennifer Evans)
- c. **Resolution No. 1706-19:** Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, COMMITTING LOCAL FUNDS AS LEVERAGE FOR AN FY 2019 COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION. (Jennifer Evans)
- d. **Resolution No. 1708-19:** Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ORDERING THE ABANDONMENT OF A PORTION OF RIGHT-OF-WAY WITHIN FLORENCE, ARIZONA, GENERALLY DESCRIBED AS SITUATED IN THE SOUTHWEST CORNER OF SECTION 36, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA RIVER MERIDIAN, FLORENCE STREET BETWEEN EAST BUTTE AVENUE AND 11TH STREET. (Chris Salas)

- e. Discussion/Approval/Disapproval to award a contract to Ellison Mills Contracting LLC, to install valves, fire hydrants, tapping sleeves, and concrete encased sewer, replace curb, sidewalk and asphalt as necessary, in an amount not to exceed \$525,200.85 (Bid \$456,696.39 plus a 15% Town contingency of \$68,504.46) for CIP WU-83 Phase 3B Downtown 12" Loop. (Chris Salas)

## **12. MANAGER'S REPORT**

### **13. DEPARTMENT REPORTS**

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

### **14. CALL TO THE PUBLIC**

### **15. CALL TO THE COUNCIL – CURRENT EVENTS ONLY**

### **16. ADJOURNMENT 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. Town's position and instruct its attorneys regarding pending litigation case number 1100CV201500235-Assoc. of Florence Fire vs Town of Florence.
- b. Instruct staff with regards to negotiations of land purchases required for future infrastructure.
- c. Town's position on potential and threatened claim regarding HOA fees.

### **17. ADJOURNMENT FROM EXECUTIVE SESSION**

### **18. 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). One or more members of Council may appear for part or all of the meeting including Executive Session telephonically.

**POSTED ON JUNE 26, 2019, BY MARIA HERNANDEZ, DEPUTY TOWN CLERK, AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA, AND AT [WWW.FLORENCEAZ.GOV](http://WWW.FLORENCEAZ.GOV).**

**\*\*\*PURSUANT TO TITLE II OF THE AMERICANS WITH DISABILITIES ACT (ADA), THE TOWN OF FLORENCE DOES NOT DISCRIMINATE ON THE BASIS OF DISABILITY REGARDING ADMISSION TO PUBLIC MEETINGS. PERSONS WITH A DISABILITY MAY**

**REQUEST REASONABLE ACCOMMODATIONS BY CONTACTING THE TOWN OF FLORENCE ADA COORDINATOR, AT (520) 868-7574 OR (520) 868-7502 TDD. REQUESTS SHOULD BE MADE AS EARLY AS POSSIBLE TO ALLOW TIME TO ARRANGE THE ACCOMMODATION.\*\*\***

# MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1 AGENDA

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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 1, 2019, 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: Tara Walter \_\_, John Anderson \_\_, Bill Hawkins \_\_, Karen Wall \_\_\_\_, Kristen Larsen \_\_\_\_, Michelle Cordes \_\_, Judy Hughes \_\_.

## 3. NEW BUSINESS

- a. Public hearing to receive citizens' comments on the property tax levy of the Merrill Ranch Community Facilities District No. 1: Ordinance No. MRCFD1 116-19: AN ORDINANCE OF MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE COMMUNITY FACILITIES DISTRICT SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR COMMUNITY FACILITIES EXPENSES FOR THE FISCAL YEAR ENDING THE 30TH DAY OF JUNE 2020. (Rey Sanchez)
- b. 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 140-19: A RESOLUTION OF THE MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1, PINAL COUNTY, ARIZONA, ADOPTING THE BUDGET FOR FISCAL YEAR 2019-2020. (Rey Sanchez)
- c. Discussion/Approval/Disapproval of the Merrill Ranch Community Facilities District No. 1 October 1, 2018 and April 15, 2019 Special Meeting minutes.

## 4. ADJOURNMENT

The Merrill Ranch Community Facilities District No. 1 (MRCFD1) Board may go into Executive Session at any time during the meeting for the purpose of obtaining legal advice from the District's Attorney(s) on any of the agenda items pursuant to A.R.S. § 38-431.03(A)(3). One or more members of MRCFD1 Board may appear for part or all of the meeting including Executive Session telephonically.

POSTED JUNE 26, 2019, BY LISA GARCIA, DISTRICT CLERK, AT 775 N. MAIN STREET, ARIZONA AND [WWW.FLORENCEAZ.GOV](http://WWW.FLORENCEAZ.GOV).

\*\*\*PURSUANT TO TITLE II OF THE AMERICANS WITH DISABILITIES ACT (ADA), THE TOWN OF FLORENCE DOES NOT DISCRIMINATE ON THE BASIS OF DISABILITY

**REGARDING ADMISSION TO PUBLIC MEETINGS. PERSONS WITH A DISABILITY MAY REQUEST REASONABLE ACCOMMODATIONS BY CONTACTING THE TOWN OF FLORENCE ADA COORDINATOR, AT (520) 868-7574 OR (520) 868-7502 TDD. REQUESTS SHOULD BE MADE AS EARLY AS POSSIBLE TO ALLOW TIME TO ARRANGE THE ACCOMMODATION.\*\*\***



# 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 1, 2019, 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: Tara Walter \_\_, John Anderson\_\_, Bill Hawkins\_\_, Karen Wall\_\_\_\_, Kristen Larsen\_\_\_\_, Michelle Cordes\_\_, Judy Hughes\_\_.

## 3. NEW BUSINESS

- a. **Public hearing to receive citizens'** comments on the property tax levy of the Merrill Ranch Community Facilities District No. 2: Ordinance No. MR CFD2 216-19: AN ORDINANCE OF MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE COMMUNITY FACILITIES DISTRICT SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR COMMUNITY FACILITIES EXPENSES FOR THE FISCAL YEAR ENDING THE 30TH DAY OF JUNE 2020. (Rey Sanchez)
- b. **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. MR CFD2 237-19: A RESOLUTION OF THE MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2, PINAL COUNTY, ARIZONA, ADOPTING THE BUDGET FOR FISCAL YEAR 2019-2020. (Rey Sanchez)
- c. Discussion/Approval/Disapproval of the Merrill Ranch Community Facilities District No. 2 **October 1, 2018** and **April 15, 2019** Special Meeting minutes.

## 4. ADJOURNMENT

The Merrill Ranch Community Facilities District No. 2 (MR CFD2) Board may go into Executive Session at any time during the meeting for the purpose of obtaining legal advice from the District's Attorney(s) on any of the agenda items pursuant to A.R.S. § 38-431.03(A)(3). One or more members of MR CFD2 Board may appear for part or all of the meeting including Executive Session telephonically.

POSTED JUNE 26, 2019, BY LISA GARCIA, DISTRICT CLERK, AT 775 N. MAIN STREET, ARIZONA AND [WWW.FLORENCEAZ.GOV](http://WWW.FLORENCEAZ.GOV).

\*\*\*PURSUANT TO TITLE II OF THE AMERICANS WITH DISABILITIES ACT (ADA), THE TOWN OF FLORENCE DOES NOT DISCRIMINATE ON THE BASIS OF DISABILITY

**REGARDING ADMISSION TO PUBLIC MEETINGS. PERSONS WITH A DISABILITY MAY REQUEST REASONABLE ACCOMMODATIONS BY CONTACTING THE TOWN OF FLORENCE ADA COORDINATOR, AT (520) 868-7574 OR (520) 868-7502 TDD. REQUESTS SHOULD BE MADE AS EARLY AS POSSIBLE TO ALLOW TIME TO ARRANGE THE ACCOMMODATION.\*\*\***

	<b>MERRILL RANCH COMMUNITY FACILITIES DISTRICT 1. ACTION FORM</b>	<u><b>AGENDA ITEM</b></u> <b>6a.</b>
<b>MEETING DATE:</b> July 1, 2019  <b>DISTRICT:</b> Merrill Ranch Community Facilities District No. 1  <b>STAFF PRESENTER:</b> Rey Sanchez, District Treasurer  <b>SUBJECT:</b> Public Hearing on Property Tax Levy and Budget		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input checked="" type="checkbox"/> <b>Public Hearing</b> <input type="checkbox"/> <b>Resolution</b> <input checked="" type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> <b>Other</b>

**RECOMMENDED MOTION/ACTION:**

Open Public Hearing to receive citizen’s comments on property tax levy: Ordinance No. MRCFD1 116-19: AN ORDINANCE OF MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE COMMUNITY FACILITIES DISTRICT SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR COMMUNITY FACILITIES EXPENSES FOR THE FISCAL YEAR ENDING THE 30TH DAY OF JUNE 2020.

**BACKGROUND/DISCUSSION:**

A budget and property tax levy must be adopted for each Community Facilities District. This will provide the statutory requirement to continue with the District, set forth a budget and levy a property tax needed to support debt service and operations and maintenance of the District.

The debt service is funded by an ad valorem levy not to exceed \$3.25 per \$100 of Net Assessed Valuation (NAV). Operations and Maintenance is funded by an ad valorem levy not to exceed \$0.30 per \$100 of NAV.

The estimated revenues and expenditures within the Capital Projects Fund, Debt Service Fund and Administration Fund have been set forth in Schedules A-E.

The Capital Projects Fund includes expenditures for bonds already issued and a provision for new bonding. The Debt Service budget includes anticipated revenues from assessments and secondary property taxes (Ad Valorem). Expenditures are anticipated debt service payments. The Administrative Fund is for the incidental operations and maintenance of the District and revenues are funded by secondary property tax (Ad Valorem).

Assessment revenue and expenditures are for issued bonds that are for local improvements within the unit homes are built in.

General Obligation Bond revenue and expenditures are for issued bonds that are for regional improvements within the District.

**A VOTE OF NO WOULD MEAN:**

Budget-violation of statutory requirements for Community Facilities Districts.

Tax levy-inability to fund debt service for General Obligation Bonds and operations and maintenance of the District.

**A VOTE OF YES WOULD MEAN:**

Budget-statutory compliance required for Community Facilities Districts.

Tax levy- ability to fund debt service for General Obligation Bonds and operations and maintenance of the District.

**FINANCIAL IMPACT:**

Total budgeted expenditures for Community Facilities District No. 1 is \$3,899,607.

Ad Valorem levy for General Obligation Debt Service is \$.42 per \$100 NAV or \$124,779.

Ad Valorem levy for Operations and Maintenance is \$.30 per \$100 NAV or \$83,685.

Total Levy is \$.72 per \$100 NAV or \$208,464.

**ATTACHMENTS:**

Tax Levy Ordinance No. MRCFD1 116-19  
Official Budget-Schedule A-E

**MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1**

**ORDINANCE NO. MRCFD1 116-19**

**AN ORDINANCE OF MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE COMMUNITY FACILITIES DISTRICT SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR COMMUNITY FACILITIES EXPENSES FOR THE FISCAL YEAR ENDING THE 30<sup>TH</sup> DAY OF JUNE 2020.**

**WHEREAS**, by the provision of State Law, the Ordinance levying a secondary property tax rate for the Fiscal Year 2019-20 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 Merrill Ranch Community Facilities District No. 1, the District 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 District Board of Merrill Ranch Community Facilities District No. 1 as follows:

**Section 1:** There is hereby levied on each one hundred dollars (\$100.00) of the assessed value of all property, both real and personal, within the corporate limits of the Merrill Ranch Community Facilities District No. 1, except such property as may by law be exempt from taxation, a secondary property tax rate of **\$0.42** on each one hundred dollars (\$100.00) for the purpose of providing debt service and enhanced municipal services, and **\$0.30** on each one hundred dollars (\$100.00) for operations and maintenance of the district, for a combined rate of **\$0.72** on each one hundred dollars (\$100.00) for the fiscal year ending on the 30<sup>th</sup> day of June 2020, 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:** 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 3:** All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

**Section 4:** The immediate operation of the Ordinance is necessary for the preservation of the public peace, health, and safety of the Merrill Ranch Community Facilities District No. 1, and an emergency is hereby declared to exist; and this Ordinance shall be in full force and effect from its passage and approval by the District Board and publication as required by the laws of the State of Arizona, and is hereby exempt from the referendum provisions of the constitution and laws of the State of Arizona.

**PASSED AND ADOPTED BY THE DISTRICT BOARD** of Merrill Ranch Community Facilities District No. 1, Florence Arizona, the 15<sup>th</sup> day of July 2019.

\_\_\_\_\_  
Tara Walter, District Board Chairperson

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Lisa Garcia, District Clerk

\_\_\_\_\_  
Clifford L. Mattice, District Attorney

## **Town of Florence Notice of Public Hearing**

The Town of Florence will hold a public hearing to discuss Ordinance No.MRCFD1 116-19,an Ordinance of the Town of Florence, Arizona, adopting a secondary property tax for the Fiscal Year 2019-2020 for Merrill Ranch Community Facilities District #1.

The proposed secondary tax rate is as follows:

Debt Service- \$.42 per \$100 of Net Assessed Valuation

Operations and Maintenance- \$.30 per \$100 of Net Assessed Valuation

Combined Rate- \$.72 per \$100 of Net Assessed Valuation

The Public Hearing will be held on and July 1, 2019, during the Council Meeting beginning at 6:00 P.M. The hearings will take place in the Council Chamber at Town Hall, 775 N. Main Street.

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

Legal Ad (Surrounded by border)

1/8 page

No. of publications 2; Dates of publication:

June 13, 2019, Florence Reminder

June 20, 2019. Florence Reminder

	<b>MERRILL RANCH COMMUNITY FACILITIES DISTRICT 1. ACTION FORM</b>	<u><b>AGENDA ITEM</b></u> <b>6b.</b>
<b>MEETING DATE:</b> July 1, 2019  <b>DISTRICT:</b> Merrill Ranch Community Facilities District No. 1  <b>STAFF PRESENTER:</b> Rey Sanchez, District Treasurer  <b>SUBJECT:</b> Adoption of Budget-Resolution No. MR CFD1 140-19		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input checked="" type="checkbox"/> <b>Public Hearing</b> <input checked="" type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> <b>Other</b>

**RECOMMENDED MOTION/ACTION:**

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. MR CFD1 140-19: A RESOLUTION OF BOARD OF DIRECTORS OF MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1, PINAL COUNTY, ARIZONA, ADOPTING THE BUDGET FOR FISCAL YEAR 2019-2020.

**BACKGROUND/DISCUSSION:**

The budget has been presented to the District Board for Community Facilities District No. 1. The budget has been advertised according to requirements and a public hearing held. No change has been made to the expenditure amounts.

**A VOTE OF NO WOULD MEAN:**

Violation for statutory requirements for Community Facilities District.

**A VOTE OF YES WOULD MEAN:**

Compliance for statutory requirement for Community Facilities District.

**FINANCIAL IMPACT:**

The budget for Fiscal Year 2019-2020 is estimated to be \$3,899,607 in expenditure for Capital Improvements, Debt Service and Administrative costs.

**ATTACHMENTS:**

Budget Resolution No. MR CFD 1 140-19  
Exhibits A-E



**MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1**

**RESOLUTION NO. MRCFD1 140-19**

**A RESOLUTION OF BOARD OF DIRECTORS OF MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1, FLORENCE ARIZONA, ADOPTING THE BUDGET FOR FISCAL YEAR 2019-2020.**

**BE IT RESOLVED BY THE DISTRICT BOARD OF THE MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1, TOWN OF FLORENCE, ARIZONA as follows:**

**WHEREAS**, in accordance with the provisions of Title 42, Sections 17102, 17103, 17104, and 17105, A.R.S., the District Board did, on July 1, 2019 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, Town of Florence; and

**WHEREAS**, in accordance with said sections of said title, and following due public notice, the District Board met on July 1, 2019 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 1, 2019, 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 Title 42 Section 17105 A.R.S.;

**NOW, THEREFORE BE IT RESOLVED** by the Merrill Ranch Community Facilities District Board 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-E", 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, Town of Florence, Arizona for the Fiscal Year 2019-2020.

**PASSED AND ADOPTED** by the District Board of Merrill Ranch Community Facilities District, Pinal County, Arizona, on the 1st day of July 2019.

\_\_\_\_\_  
Tara Walter, District Chairman

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Lisa Garcia, District Clerk

\_\_\_\_\_  
District Attorney

**Merrill Ranch Community Facilities District No 1  
Summary Schedule of Estimated Revenues and Expenditures/Expenses  
Fiscal Year 2020**

Fiscal Year	S c h	FUNDS					
		General Fund	Debt Service Fund	Capital Projects Fund	Total All Funds		
2019	Adopted/Adjusted Budgeted Expenditures/Expenses*	E	1	54,950	835,690	3,178,650	4,069,290
2019	Actual Expenditures/Expenses**	E	2	56,100	995,973	402,927	1,455,000
2020	Fund Balance/Net Position at July 1***		3	308,988	2,084,342	1,314,354	3,707,684
2020	Primary Property Tax Levy	B	4	0			0
2020	Secondary Property Tax Levy	B	5	83,685	124,779		208,464
2020	Estimated Revenues Other than Property Taxes	C	6	900	509,212	2,005,000	2,515,112
2020	Other Financing Sources	D	7	0	0	0	0
2020	Other Financing (Uses)	D	8	0	0	0	0
2020	Interfund Transfers In	D	9	9,108	0	0	9,108
2020	Interfund Transfers (Out)	D	10	0	9,108	0	9,108
2020	Total Financial Resources Available		12	402,681	2,709,225	3,319,354	6,431,260
2020	Budgeted Expenditures/Expenses	E	13	41,100	1,054,355	2,804,152	3,899,607

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

\* 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 2020**

	<b>2019</b>	<b>2020</b>
3. Property tax levy amounts		
A. Primary property taxes	\$ _____	\$ _____
B. Secondary property taxes	788,150	208,464
C. Total property tax levy amounts	\$ 788,150	\$ 208,464
4. Property taxes collected*		
A. Primary property taxes		
(1) <b>Current</b> year's levy	\$ _____	
(2) Prior years' levies	_____	
(3) Total primary property taxes	\$ _____	
B. Secondary property taxes		
(1) <b>Current</b> year's levy	\$ 788,150	
(2) Prior years' levies	_____	
(3) Total secondary property taxes	\$ 788,150	
C. Total property taxes collected	\$ 788,150	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	_____	_____
(2) Secondary property tax rate	3.2800	0.7200
(3) Total city/town tax rate	3.2800	0.7200
B. Special assessment district tax rates		

Secondary property tax rates - As of the date the proposed budget was prepared, the District was operating 1 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 2020**

SOURCE OF REVENUES	ESTIMATED REVENUES 2019	ACTUAL REVENUES* 2019	ESTIMATED REVENUES 2020
<b>GENERAL FUND</b>			
<b>Taxes</b>			
Secondary Property Tax	\$ 72,150	\$ 72,150	
<b>Interest on investments</b>			
Interest	1,100	900	900
Unrealized Gain or Loss on Investment			
<b>Miscellaneous</b>			
Miscellaneous			
Engineering Deposit			
<b>Total General Fund</b>	<b>\$ 73,250</b>	<b>\$ 73,050</b>	<b>\$ 900</b>
<b>DEBT SERVICE FUNDS</b>			
Interest Earnings	\$ 10,910	39,000	30,000
Ad Valorem Levy	716,700	716,700	
Special Assessment Collections	435,520	527,180	479,212
	\$ 1,163,130	\$ 1,282,880	\$ 509,212
<b>Total Debt Service Funds</b>	<b>\$ 1,163,130</b>	<b>\$ 1,282,880</b>	<b>\$ 509,212</b>
<b>CAPITAL PROJECTS FUNDS</b>			
Interest Income	\$ 2,400	10,000	5,000
Special Assesment Bond Issuance	2,000,000		2,000,000
General Obligation Bond Issuance			
	\$ 2,002,400	\$ 10,000	\$ 2,005,000
<b>Total Capital Projects Funds</b>	<b>\$ 2,002,400</b>	<b>\$ 10,000</b>	<b>\$ 2,005,000</b>
<b>TOTAL ALL FUNDS</b>	<b>\$ 3,238,780</b>	<b>\$ 1,365,930</b>	<b>\$ 2,515,112</b>

\* 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.

**Merrill Ranch Community Facilities District No 1**  
**Other Financing Sources/(Uses) and Interfund Transfers**  
**Fiscal Year 2020**

<u>FUND</u>	<u>OTHER FINANCING</u> <u>2020</u>		<u>INTERFUND TRANSFERS</u> <u>2020</u>	
	<u>SOURCES</u>	<u>(USES)</u>	<u>IN</u>	<u>(OUT)</u>
<b>GENERAL FUND</b>				
From Debt Service Fund	\$	\$	\$ 9,108	\$
Total General Fund	\$	\$	\$ 9,108	\$
<b>DEBT SERVICE FUNDS</b>				
To General Fund	\$	\$	\$	\$ 9,108
Total Debt Service Funds	\$	\$	\$	\$ 9,108
<b>CAPITAL PROJECTS FUNDS</b>				
	\$	\$	\$	\$
Total Capital Projects Funds	\$	\$	\$	\$
<b>TOTAL ALL FUNDS</b>	<b>\$</b>	<b>\$</b>	<b>\$ 9,108</b>	<b>\$ 9,108</b>

**Merrill Ranch Community Facilities District No 1  
Expenditures/Expenses by Fund  
Fiscal Year 2020**

<b>FUND/DEPARTMENT</b>	<b>ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2019</b>	<b>EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2019</b>	<b>ACTUAL EXPENDITURES/ EXPENSES* 2019</b>	<b>BUDGETED EXPENDITURES/ EXPENSES 2020</b>
<b>GENERAL FUND</b>				
General Fund	\$ 54,950	\$	\$ 56,100	\$ 41,100
<b>Total General Fund</b>	<b>\$ 54,950</b>	<b>\$</b>	<b>\$ 56,100</b>	<b>\$ 41,100</b>
<b>DEBT SERVICE FUNDS</b>				
General Obligation Bonds	\$ 579,010	\$	\$ 579,002	\$ 342,810
Assessment Bonds	256,680		416,971	711,545
Other Expenditures				
<b>Total Debt Service Funds</b>	<b>\$ 835,690</b>	<b>\$</b>	<b>\$ 995,973</b>	<b>\$ 1,054,355</b>
<b>CAPITAL PROJECTS FUNDS</b>				
Capital Projects	\$ 3,178,650	\$	\$ 402,927	\$ 2,804,152
<b>Total Capital Projects Funds</b>	<b>\$ 3,178,650</b>	<b>\$</b>	<b>\$ 402,927</b>	<b>\$ 2,804,152</b>
<b>TOTAL ALL FUNDS</b>	<b>\$ 4,069,290</b>	<b>\$</b>	<b>\$ 1,455,000</b>	<b>\$ 3,899,607</b>

\* 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 OF THE MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1 SPECIAL MEETING OF THE DISTRICT BOARD HELD ON MONDAY, OCTOBER 1, 2018, AT 5:00 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 5:01 p.m.

## **ROLL CALL:**

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

## **NEW BUSINESS**

**Discussion/Approval/Disapproval of the Professional Services Agreement Extension with EPS Group, Inc., for Merrill Ranch Community Facilities District No. 1 engineering services.**

Mr. Chris Salas, District Engineer, stated that this is a requirement of the CFD. EPS Group, Inc. was selected as part of the general on call selection two years ago. Staff is asking for an extension while staff gathers additional RFPs in the future for a CFD on call engineer as well as utility engineers. He stated that there is no monetary impact and they are within their budget of their original contract.

On motion of Boardmember Guilin, seconded by Boardmember Anderson, and carried (7-0) approve the Professional Services Agreement Extension with EPS Group, Inc., for Merrill Ranch Community Facilities District No. 1 engineering services.

## **July 30, 2018 Merrill Ranch Community Facilities District No. 1 Meeting minutes.**

On motion of Vice-Chairman Woolridge, seconded by Boardmember Hawkins, and carried (7-0) approve the July 30, 2018 Merrill Ranch Community Facilities District No. 1 Meeting minutes.

## **ADJOURNMENT**

On motion of Vice-Chairman Wooldridge, seconded by Boardmember Larsen, and carried (7-0) to adjourn from Merrill Ranch Community Facilities District No. 1.

---

Tara Walter, Chairman



**ATTEST:**

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Lisa Garcia, District Clerk

I certify that the following is a true and correct copy of the minutes of the Merrill Ranch Community Facilities District No. 1 meeting held on October 1, 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. 1**

**MINUTES OF THE MERRILL RANCH COMMUNITY FACILITY DISTRICT NO. 1 SPECIAL MEETING HELD ON MONDAY, APRIL 15, 2019, 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: Tara Walter, John Anderson, Bill Hawkins, Karen Wall, Kristen Larsen, Michelle Cordes, Judy Hughes.

## **NEW BUSINESS**

### **Discussion/Approval/Disapproval to accept the Merrill Ranch Community Facilities District No. 1 Audit.**

Ms. Rebecca Jimenez, Interim District Treasurer, stated the report is for both Community Facilities Districts (CFDs). The auditors did an outstanding job outlining each of the cash balances. She stated that CFDs are very complicated and it is very important to maintain the records accurately due to their complexity.

Mr. Hur stated that the audit of the CFDs was done as part of the Town's Comprehensive Annual Financial Report (CAFR). Due to the complexity of the CFDs, they performed a separate audit of the CFDs. It was important to have their own financial records and to have a record of all their transactions. This is the first time that the CFDs have performed their own audit.

Mr. Brent Billingsley, District Manager, stated that the two CFDs have been in existence for 13 years. This is the first time that the CFDs have been audited. The CFDs were audited because the State law changed two years ago. They now have very specific requirements in terms of usage of CFD monies, balances and how the various deals must be managed under State law. The Town must be in compliance by June 30, 2019.

Mr. Billingsley stated that there were three things noted regarding the CFDs and this was due to the CFDs never being audited before.

On motion of Boardmember Wall, seconded by Boardmember Larsen, and carried (7-0) to accept the Merrill Ranch Community Facilities District No. 1 Audit.

## **ADJOURNMENT**

On motion of Boardmember Wall, seconded by Boardmember Larsen, and carried (7-0) 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 Merrill Ranch Community Facilities District No. 1 meeting held on April 15, 2019 and that the meeting was duly called to order and that a quorum was present.

---

Lisa Garcia, District Clerk

	<b>MERRILL RANCH COMMUNITY FACILITIES DISTRICT 2. ACTION FORM</b>	<u><b>AGENDA ITEM</b></u> <b>8a.</b>
<b>MEETING DATE:</b> July 1, 2019  <b>DISTRICT:</b> Merrill Ranch Community Facilities District No. 2  <b>STAFF PRESENTER:</b> Rey Sanchez, District Treasurer  <b>SUBJECT:</b> Ordinance No. MRCFD2 216-19: Public Hearing on Property Tax Levy and Budget		<input type="checkbox"/> Action <input type="checkbox"/> Information Only <input checked="" type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Other

**RECOMMENDED MOTION/ACTION:**

Open Public Hearing to receive citizen’s comments on property tax levy: Ordinance No. MRCFD2 216-19: AN ORDINANCE OF MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE COMMUNITY FACILITIES DISTRICT SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR COMMUNITY FACILITIES EXPENSES FOR THE FISCAL YEAR ENDING THE 30TH DAY OF JUNE 2020.

**BACKGROUND/DISCUSSION:**

A budget and property tax levy must be adopted for each Community Facilities District. This will provide the statutory requirement to continue with the District, set forth a budget and levy a property tax need to support debt service and operations and maintenance of the District.

The debt service is funded by an ad valorem levy not to exceed \$3.25 per \$100 of Net Assessed Valuation (NAV). Operations and Maintenance is funded by an ad valorem levy not to exceed \$.030 per \$100 of NAV.

The estimated revenues and expenditures within the Capital Projects Fund, Debt Service Fund and Administration Fund have been set forth in Schedules A-E.

The Capital Projects Fund includes expenditures for bonds already issued and a provision for new bonding. The Debt Service budget includes anticipated revenues from assessments and secondary property taxes (Ad Valorem). Expenditures are anticipated debt service payments. The Administrative Fund is for the incidental operations and maintenance of the District and revenues are funded by secondary property tax (Ad Valorem).

Assessment revenue and expenditures are for issued bonds that are for local improvements within the unit homes are built in.

General Obligation Bond revenue and expenditures are for issued bonds that are for regional improvements within the District.

**A VOTE OF NO WOULD MEAN:**

Budget-violation of statutory requirements for Community Facilities Districts.

Tax levy-inability to fund debt service for General Obligation Bonds and operations and maintenance of the District.

**A VOTE OF YES WOULD MEAN:**

Budget-statutory compliance required for Community Facilities Districts.

Tax levy- ability to fund debt service for General Obligation Bonds and operations and maintenance of the District.

**FINANCIAL IMPACT:**

Total budgeted expenditures for Merrill Ranch Community Facilities District No. 2 is \$4,447,321.

Ad Valorem levy for General Obligation Debt Service is \$3.25 per \$100 NAV or \$698,767.

Ad Valorem levy for Operations and Maintenance is \$0.30 per \$100 NAV or \$64,501.

Total Levy is \$3.55 per \$100 NAV or \$763,268.

**ATTACHMENTS:**

Tax Levy Ordinance No. MR CFD2 216-19  
Official Budget-Schedule A-E

**MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2**

**ORDINANCE NO. MRCFD2 216-19**

**AN ORDINANCE OF MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE COMMUNITY FACILITIES DISTRICT SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR COMMUNITY FACILITIES EXPENSES FOR THE FISCAL YEAR ENDING THE 30<sup>TH</sup> DAY OF JUNE 2020.**

**WHEREAS**, by the provision of State Law, the Ordinance levying a secondary property tax rate for the Fiscal Year 2019-20 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 Merrill Ranch Community Facilities District No. 2, the District 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 District Board of Merrill Ranch Community Facilities District No. 2 as follows:

**Section 1:** There is hereby levied on each one hundred dollars (\$100.00) of the assessed value of all property, both real and personal, within the corporate limits of the Merrill Ranch Community Facilities District No. 2, except such property as may by law be exempt from taxation, a secondary property tax rate of **\$3.25** on each one hundred dollars (\$100.00) for the purpose of providing debt service and enhanced municipal services, and **\$0.30** on each one hundred dollars (\$100.00) for operations and maintenance of the district, for a combined rate of **\$3.55** on each one hundred dollars (\$100.00) for the fiscal year ending on the 30<sup>th</sup> day of June 2020, 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:** 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 3:** All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

**Section 4:** The immediate operation of the Ordinance is necessary for the preservation of the public peace, health, and safety of the Merrill Ranch Community Facilities District No. 2, and an emergency is hereby declared to exist; and this Ordinance shall be in full force and effect from its passage and approval by the District Board and publication as required by the laws of the State of Arizona, and is hereby exempt from the referendum provisions of the constitution and laws of the State of Arizona.

**PASSED AND ADOPTED BY THE DISTRICT BOARD** of Merrill Ranch Community Facilities District No. 2, Pinal County, Arizona, the 15<sup>th</sup> day of July 2019.

\_\_\_\_\_  
Tara Walter, District Board Chairperson

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Lisa Garcia, District Clerk

\_\_\_\_\_  
Clifford Mattice, District Attorney

## **Town of Florence Notice of Public Hearing**

The Town of Florence will hold a public hearing to discuss Ordinance No.MRCFD2 216-19.an Ordinance of the Town of Florence, Arizona, adopting a secondary property tax for the Fiscal Year 2019-2020 for Merrill Ranch Community Facilities District #2.

The proposed secondary tax rate is as follows:

Debt Service- \$3.25 per \$100 of Net Assessed Valuation  
Operations and Maintenance- \$.30 per \$100 of Net Assessed Valuation  
Combined Rate- \$3.55 per \$100 of Net Assessed Valuation

The Public Hearing will be held on and July 1, 2019, during the Council Meeting beginning at 6:00 P.M. The hearings will take place in the Council Chamber at Town Hall, 775 N. Main Street.

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

Legal Ad (Surrounded by border)

1/8 page

No. of publications 2; Dates of publication:

June 13, 2019, Florence Reminder

June 20, 2019. Florence Reminder



	<b>MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2 ACTION FORM</b>	<u><b>AGENDA ITEM</b></u> <b>8b.</b>
<b>MEETING DATE:</b> July 1, 2019  <b>DISTRICT:</b> Merrill Ranch Community Facilities District No. 2  <b>STAFF PRESENTER:</b> Rey Sanchez, District Treasurer  <b>SUBJECT:</b> Adoption of Budget-Resolution No. MRCFD2 237-19		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input checked="" type="checkbox"/> <b>Public Hearing</b> <input checked="" type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b>  <input type="checkbox"/> <b>Other</b>

**RECOMMENDED MOTION/ACTION:**

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 237-19: A RESOLUTION OF BOARD OF DIRECTORS OF MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2, PINAL COUNTY, ARIZONA, ADOPTING THE BUDGET FOR FISCAL YEAR 2019-2020.

**BACKGROUND/DISCUSSION:**

The budget has been presented to the Merrill Ranch Community Facilities District No. 2 Board. The budget has been advertised according to requirements and a public hearing has been held. No change has been made to the expenditure amounts.

**A VOTE OF NO WOULD MEAN:**

Violation for statutory requirements for Community Facilities District.

**A VOTE OF YES WOULD MEAN:**

Compliance for statutory requirement for Community Facilities District.

**FINANCIAL IMPACT:**

The budget for Fiscal Year 2019-2020 is estimated to be \$4,447,321 in expenditure for Capital Improvements, Debt Service and Administrative costs.

**ATTACHMENTS:**

Resolution No. MRCFD2 237-19  
Exhibits A-E

**MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2**

**RESOLUTION NO. MRCFD2 237-19**

**A RESOLUTION OF BOARD OF DIRECTORS OF MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2, PINAL COUNTY, ARIZONA, ADOPTING THE BUDGET FOR FISCAL YEAR 2019-2020.**

**BE IT RESOLVED BY THE DISTRICT BOARD OF THE MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2, TOWN OF FLORENCE, ARIZONA as follows:**

**WHEREAS**, in accordance with the provisions of Title 42, Sections 17102, 17103, 17104, and 17105, A.R.S., the District Board did, on July 1, 2019 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, Town of Florence; and

**WHEREAS**, in accordance with said sections of said title, and following due public notice, the District Board met on July 1, 2019 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 1, 2019, 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 Title 42 Section 17105 A.R.S.;

**NOW, THEREFORE BE IT RESOLVED** by the Merrill Ranch Community Facilities District Board 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-E", 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, Town of Florence, Arizona for the Fiscal Year 2019-2020.

**PASSED AND ADOPTED** by the District Board of Merrill Ranch Community Facilities District No. 2, on the 1st day of July 2019.

\_\_\_\_\_  
Tara Walter, District Chairman

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Lisa Garcia, District Clerk

\_\_\_\_\_  
Clifford L. Mattice, District Attorney

**Merrill Ranch Community Facilities District No 2  
Summary Schedule of Estimated Revenues and Expenditures/Expenses  
Fiscal Year 2020**

Fiscal Year	S c h	FUNDS					
		General Fund	Debt Service Fund	Capital Projects Fund	Total All Funds		
2019	Adopted/Adjusted Budgeted Expenditures/Expenses*	E	1	52,620	738,840	2,552,590	3,344,050
2019	Actual Expenditures/Expenses**	E	2	56,535	1,592,412	1,120,952	2,769,899
2020	Fund Balance/Net Position at July 1***		3	146,137	762,794	1,574,599	2,483,530
2020	Primary Property Tax Levy	B	4	0			0
2020	Secondary Property Tax Levy	B	5	64,501	698,767		763,268
2020	Estimated Revenues Other than Property Taxes	C	6	5,574	277,473	2,002,000	2,285,047
2020	Other Financing Sources	D	7	0	0	0	0
2020	Other Financing (Uses)	D	8	0	0	0	0
2020	Interfund Transfers In	D	9	4,974	0	0	4,974
2020	Interfund Transfers (Out)	D	10	0	4,974	0	4,974
2020	Total Financial Resources Available		12	221,186	1,734,060	3,576,599	5,531,845
2020	Budgeted Expenditures/Expenses	E	13	30,600	1,106,829	3,309,892	4,447,321

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

- \* 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 2020**

	2019	2020
3. Property tax levy amounts		
A. Primary property taxes	\$ _____	\$ _____
B. Secondary property taxes	\$ <u>620,210</u>	\$ <u>763,268</u>
C. Total property tax levy amounts	\$ <u><u>620,210</u></u>	\$ <u><u>763,268</u></u>
4. Property taxes collected*		
A. Primary property taxes		
(1) <b>Current</b> year's levy	\$ _____	
(2) Prior years' levies	\$ _____	
(3) Total primary property taxes	\$ _____	
B. Secondary property taxes		
(1) <b>Current</b> year's levy	\$ <u>620,210</u>	
(2) Prior years' levies	\$ _____	
(3) Total secondary property taxes	\$ <u>620,210</u>	
C. Total property taxes collected	\$ <u><u>620,210</u></u>	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	_____	_____
(2) Secondary property tax rate	<u>3.2800</u>	<u>3.5500</u>
(3) Total city/town tax rate	<u><u>3.2800</u></u>	<u><u>3.5500</u></u>
B. Special assessment district tax rates		

Secondary property tax rates - As of the date the proposed budget was prepared, the District was operating 1 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 2020**

SOURCE OF REVENUES	ESTIMATED REVENUES 2019	ACTUAL REVENUES* 2019	ESTIMATED REVENUES 2020
<b>GENERAL FUND</b>			
<b>Taxes</b>			
Secondary Property Tax	\$ 56,720	\$ 56,720	
<b>Interest on investments</b>			
Interest		1,500	600
Unrealized Gain or Loss on Investment		1,050	
<b>Miscellaneous</b>			
Miscellaneous		33,603	4,974
Engineering Deposit	700		
<b>Total General Fund</b>	<b>\$ 57,420</b>	<b>\$ 92,873</b>	<b>\$ 5,574</b>
<b>DEBT SERVICE FUNDS</b>			
Interest Earnings	\$ 7,990	\$ 8,000	\$ 8,000
Ad Valorem Levy	563,490	563,490	
Special Assessment Collections	392,610	400,676	269,473
	\$ 964,090	\$ 972,166	\$ 277,473
<b>Total Debt Service Funds</b>	<b>\$ 964,090</b>	<b>\$ 972,166</b>	<b>\$ 277,473</b>
<b>CAPITAL PROJECTS FUNDS</b>			
Interest Income	\$ 11,100	\$ 2,000	\$ 2,000
Special Assesment Bond Issuance		262,500	2,000,000
General Obligation Bond Issuance	1,000,000		
	\$ 1,011,100	\$ 264,500	\$ 2,002,000
<b>Total Capital Projects Funds</b>	<b>\$ 1,011,100</b>	<b>\$ 264,500</b>	<b>\$ 2,002,000</b>
<b>TOTAL ALL FUNDS</b>	<b>\$ 2,032,610</b>	<b>\$ 1,329,539</b>	<b>\$ 2,285,047</b>

\* 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.

**Merrill Ranch Community Facilities District No 2  
Other Financing Sources/(Uses) and Interfund Transfers  
Fiscal Year 2020**

<u>FUND</u>	<u>OTHER FINANCING</u> 2020		<u>INTERFUND TRANSFERS</u> 2020	
	<u>SOURCES</u>	<u>(USES)</u>	<u>IN</u>	<u>(OUT)</u>
<b>GENERAL FUND</b>				
From Debt Service Fund	\$	\$	\$ 4,974	\$
<b>Total General Fund</b>	\$	\$	\$ 4,974	\$
<b>DEBT SERVICE FUNDS</b>				
To General Fund	\$	\$	\$	\$ 4,974
<b>Total Debt Service Funds</b>	\$	\$	\$	\$ 4,974
<b>CAPITAL PROJECTS FUNDS</b>				
	\$	\$	\$	\$
<b>Total Capital Projects Funds</b>	\$	\$	\$	\$
<b>TOTAL ALL FUNDS</b>	\$	\$	\$ 4,974	\$ 4,974

**Merrill Ranch Community Facilities District No 2  
Expenditures/Expenses by Fund  
Fiscal Year 2020**

<u>FUND/DEPARTMENT</u>	<u>ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2019</u>	<u>EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2019</u>	<u>ACTUAL EXPENDITURES/ EXPENSES* 2019</u>	<u>BUDGETED EXPENDITURES/ EXPENSES 2020</u>
<b>GENERAL FUND</b>				
General Fund	\$ 52,620	\$	\$ 56,535	\$ 30,600
<b>Total General Fund</b>	<b>\$ 52,620</b>	<b>\$</b>	<b>\$ 56,535</b>	<b>\$ 30,600</b>
<b>DEBT SERVICE FUNDS</b>				
General Obligation Bonds	\$ 529,330	\$	\$ 1,228,722	\$ 530,714
Assessment Bonds	209,510		310,735	552,903
Other Expenditures			52,955	23,212
<b>Total Debt Service Funds</b>	<b>\$ 738,840</b>	<b>\$</b>	<b>\$ 1,592,412</b>	<b>\$ 1,106,829</b>
<b>CAPITAL PROJECTS FUNDS</b>				
Capital Projects	\$ 2,552,590	\$	\$ 1,120,952	\$ 3,309,892
<b>Total Capital Projects Funds</b>	<b>\$ 2,552,590</b>	<b>\$</b>	<b>\$ 1,120,952</b>	<b>\$ 3,309,892</b>
<b>TOTAL ALL FUNDS</b>	<b>\$ 3,344,050</b>	<b>\$</b>	<b>\$ 2,769,899</b>	<b>\$ 4,447,321</b>

\* 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.



**MRCFD NO. 2 Published Notice**

**Merrill Ranch Community Facilities District No. 2  
Notice of Public Hearing**

NOTICE OF FILING STATEMENTS AND ESTIMATES OF THE OPERATION AND MAINTENANCE EXPENSES OF THE MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2, THE COSTS OF CAPITAL IMPROVEMENTS TO BE FINANCED BY THE AD VALOREM TAX LEVY, AND THE AMOUNT OF ALL OTHER EXPENDITURES FOR PUBLIC INFRASTRUCTURE AND ENHANCED MUNICIPAL SERVICES PROPOSED TO BE PAID FROM THE TAX LEVY AND OF THE AMOUNT TO BE RAISED TO PAY GENERAL OBLIGATION BONDS OF THE DISTRICT; AND NOTICE OF PUBLIC HEARING ON THE PROPOSED FISCAL YEAR 2019-2020 BUDGET OF THE DISTRICT, INCLUDING A HEARING ON THOSE PORTIONS OF THE STATEMENTS AND ESTIMATES NOT RELATED TO DEBT SERVICE ON GENERAL OBLIGATION BONDS.

Notice is hereby given that statements and estimates have been filed in the Office of the District Clerk of the Merrill Ranch Community Facilities District #2 of the operations and maintenance expenses of the District, the costs of capital improvements to be financed by the voter-approved ad valorem tax levy, and the amount of all expenditures for public infrastructure and enhanced municipal services proposed to be paid from the tax levy and of the amount to be raised to pay general obligation bonds of the District, all of which shall be provided for by the levy and collection of ad valorem taxes on the assessed value of all the real and personal property of the District. Notice is further given that a Public Hearing will be held to discuss Resolution No. **MRCFD2 237-19**, a resolution of the CFD District Board of the Town of Florence, Arizona, adopting a budget for the Fiscal Year 2019-2020 including (but not limited to) a hearing on those portions of the statements and estimates not relating to debt service on general obligation bonds, all pursuant to Arizona Revised Statutes §§48-716 and 48-723. A copy of the proposed budget is available for public inspection at the Administration Department, located at 775 N. Main Street; the Community Library, located at 1000 S. Main Street; and the Anthem Fire Station No. 2, located at 2035 N. Hunt Highway.

The Public Hearing is held on July 1, 2019, beginning at 6:00 P.M. The hearings take place in the council chamber at Florence Town Hall, located at 775 N. Main Street, Florence, Arizona 85132. The telephone number is (520) 868-7500.

Dated this 6<sup>th</sup> day of June 2019

/s/ Brent Billingsley

.....  
District Manager  
Merrill Ranch Community Facilities District #2

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

Please publish Notice of Public Hearing  
Publish: June 13, 2019, June 20, 2019

# MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2

**MINUTES OF THE MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2 SPECIAL MEETING HELD ON MONDAY, OCTOBER 1, 2018, AT 5:00 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 5:01 p.m.

## **ROLL CALL:**

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

## **NEW BUSINESS**

**Discussion/Approval/Disapproval of the Professional Services Agreement Extension with EPS Group, Inc., for Merrill Ranch Community Facilities District No. 2 engineering services.**

Mr. Salas, stated that this item is the same as that for Merrill Ranch Community Facilities District No. 1.

On motion of Boardmember Guilin, seconded by Boardmember Anderson, and carried (7-0) approve the Professional Services Agreement Extension with EPS Group, Inc., for Merrill Ranch Community Facilities District No. 2 engineering services.

**July 30, 2018 Merrill Ranch Community Facilities District No. 2 Meeting minutes.**

On motion of Boardmember Larsen, seconded by Boardmember Wall, and carried (7-0) approve the July 30, 2018 Merrill Ranch Community Facilities District No. 2 Meeting minutes.

## **ADJOURNMENT**

On motion of Boardmember Guilin, seconded by Boardmember Anderson, and carried (7-0) to adjourn from Merrill Ranch community Facilities District No. 2.

---

Tara Walter, Chairman

**ATTEST:**

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Lisa Garcia, District Clerk

I certify that the following is a true and correct copy of the minutes of the Merrill Ranch Community Facilities District No. 2 meeting held on October 1, 2018, and that the meeting was duly called to order and that a quorum was present.

---

Lisa Garcia, District Clerk

**MINUTES OF THE MERRILL RANCH COMMUNITY FACILITY DISTRICT NO. 2 SPECIAL MEETING HELD ON MONDAY, APRIL 15, 2019, 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: Tara Walter, John Anderson, Bill Hawkins, Karen Wall, Kristen Larsen, Michelle Cordes, Judy Hughes.

**NEW BUSINESS**

**Discussion/Approval/Disapproval to accept the Merrill Ranch Community Facilities District No. 2 Audit. (Rebecca Jimenez)**

Ms. Jimenez stated that the audit was completed as one audit for both districts. There is no additional information to add.

On motion of Boardmember Wall, seconded by Boardmember Hawkins, and carried (7-0) to accept the Merrill Ranch Community Facilities District No. 2 Audit.

**ADJOURNMENT**

On motion of Boardmember Wall, seconded by Boardmember Larsen, and carried (7-0) 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 Merrill Ranch Community Facilities District No. 2 meeting held on April 15, 2019 and that the meeting was duly called to order and that a quorum was present.

---

Lisa Garcia, District Clerk

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u></b> <b>9a.</b>
<b>MEETING DATE:</b> July 1, 2019  <b>DEPARTMENT:</b> Administration  <b>STAFF PRESENTER:</b> Jennifer Evans, Management Analyst  <b>SUBJECT:</b> Public hearing regarding the Use of FY2019 Community Development Block Grant Regional Account/State Special Project Funds		<input type="checkbox"/> Action <input type="checkbox"/> Information Only <input checked="" type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <ul style="list-style-type: none"> <li><input type="checkbox"/> Regulatory</li> <li><input type="checkbox"/> 1<sup>st</sup> Reading</li> <li><input type="checkbox"/> 2<sup>nd</sup> Reading</li> </ul> <input type="checkbox"/> Other
<b>STRATEGIC PLAN REFERENCE:</b> <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:**

The Town Council conduct a public hearing regarding the use of FY2019 Community Development Block Grant Regional Account (CDBG RA)/State Special Project (SSP) funds as required for submission of the grant application.

**BACKGROUND/DISCUSSION:**

To initiate the application process for CDBG RA and SSP funds, the Town must conduct at least two public hearings to obtain input from citizens, staff and elected officials for potential projects. The Town Council may consider the input to determine the project that will be submitted for CDBG RA and/or SSP funding. The first properly noticed public hearing was held at Florence Town Hall on June 6, 2019 at 5:30 p.m. Six people attended the first public hearing. The second mandatory public hearing is required to be held during a regular Town Council meeting. Both public hearings were properly noticed as required by the CDBG program.

The public hearing notice listed potential CDBG projects for consideration based on the top two funding allocation priorities of the Arizona Department of Housing. The State Department of Housing has allocated 54% of available funds on public infrastructure and facilities and 21% of its funds on improving the quality of housing stock. The projects listed are 1. Removal of Architectural Barriers – Sidewalk Improvements and 2. Housing Rehabilitation.

The agenda for this public hearing will include general program information about CDBG, the purpose of the program, a needs assessment, and the technical assistance and grievance procedure.

**A VOTE OF NO WOULD MEAN:**

Not Applicable

**A VOTE OF YES WOULD MEAN:**

Not Applicable

**FINANCIAL IMPACT:**

The Town is eligible to apply for \$91,000 in funds from the CDBG RA through the Arizona Department of Housing. The Town is required to commit matching funds that are budgeted in the Capital Improvement Fund Budget.

**ATTACHMENTS:**

Public Hearing #2 July 1, 2019 Agenda  
Public Hearing #1 June 9, 2019 Agenda and Minutes

## **AGENDA**

### **Public Hearing #2 – Community Development Block Grant FY2019/State Special Projects**

6:00 p.m., Monday, July 1, 2019  
Florence Town Hall

---

#### **1. INTRODUCTION**

- a. Sign-in Sheet**
- b. Handouts**

#### **2. HEARING PROCESS**

##### **a. Program Information**

- 1. Federal funds from Department of Housing and Urban Development
- 2. Available CDBG Funding FY 2019 (see handout)
- 3. Deadline is August 1, 2019

##### **b. Purpose of Community Development Block Grant program (see brochure):**

- 1. Distributed through Central Arizona Governments
  - a. Revitalizing neighborhoods
  - b. Economic Development
  - c. Providing improved community facilities and services
- 2. National Objective – Projects must meet one of the three National Objectives
  - a. Low-Mod
  - b. Limited Clientele
  - c. Job Creation
- 3. Types of Eligible Activities (see handout)
- 4. Types of Ineligible Activities (see handout)

##### **c. Needs Assessment – Elected Officials, Staff, Agencies, Organizations or the Public**

- 1. Public Input – Please state name, address, and whom you represent
- 2. Elected Officials and Staff input – identified by local elected officials and staff.  
The Florence Town Council retains the authority to determine activities to be included in future proposed SSP projects.

##### **d. File a Grievance or Complaint or Receive Technical Assistance**

- 1. Submit Grievance/Complaint in writing – relating to application process

#### **3. CLOSE HEARING**

- a. Sign-in Sheet – be sure to sign sheet at back of room**
- b. Comments – fill out Comment Sheet**

#### **4. ADJOURNMENT**

## **AGENDA**

### **Public Hearing #1 – Community Development Block Grant FY2019 & 2020**

Town Hall, Town of Florence  
Thursday, June 6, 2019; 5:30 p.m.

---

#### **1. INTRODUCTION**

- a. Sign-in Sheet**
- b. Handouts**

#### **2. HEARING PROCESS**

##### **a. Program Information**

- 1. Federal funds from Department of Housing and Urban Development
- 2. Distribute through Central Arizona Governments
  - a. Revitalizing neighborhoods
  - b. Economic Development
  - c. Providing improved community facilities and services
- 3. Deadline is August 1, 2019

##### **b. Purpose of Community Development Block Grant program (see brochure):**

- 1. National Objective – Projects must meet one of the three National Objectives
  - a. Low-Mod
  - b. Slum/Blight
  - c. Urgent Need
- 2. Available CDBG Funding FY2019 & 2020 (see handout)
- 3. Types of Eligible Activities (see handout)
- 4. Types of Ineligible Activities (see handout)

##### **c. Needs Assessment – Elected Officials, Staff, Agencies, Organizations or the Public**

- 1. Public Input – Please state name, address, and whom you represent
- 2. Elected Officials and Staff input – identified by local elected officials and staff. The Florence Town Council retains the authority to determine activities to be included in future proposed SSP projects.

##### **d. File a Grievance or Complaint or Receive Technical Assistance**

- 1. Submit Grievance/Complaint in writing – relating to application process

#### **3. CLOSE HEARING**

- a. Sign-in Sheet – be sure to sign sheet at back of room**
- b. Comments – fill out Comment Sheet**

#### **4. ADJOURNMENT**



**Community Development Block Grant (CDBG)  
Public Hearing  
June 6, 2019, 5:30 p.m.  
Florence Town Hall**

Meeting opened at 5:32 p.m. by Jennifer Evans. There were 7 people present: Jennifer Evans, Management Analyst; Larry Harmer, Community Development Director; Maricella Benitez, Town Planner; Ruth Harrison; Chris Reid; Cathy Vargas; and Cathy Adam.

Ms. Evans discussed the CDBG program information regarding Regional Accounts and SSP funds available for FY2019. She said the Town intends to apply for Regional Account funds on its own instead of partnering with Winkelman this year.


Ms. Evans discussed the purpose of CDBG funds, the National Objectives, and how the funding may be used. She explained how CDBG funds have been used by the Town in the past for housing rehabilitation and infrastructure improvements. The complaint and grievance procedure as well as technical assistance was also explained.

Ms. Evans explained that staff provides input on projects as does the public. The input is given to the Town Council to help them determine the use of funds. Ms. Evans said staff may recommend using the funds to install ADA ramps and replace sidewalks near the Florence K-8 school.

Public input for projects:

- Ms. Adam suggested using the funds for housing rehabilitation.
- Ms. Reid is interested in housing rehabilitation and asked if a person's assets were used to determine low-mod eligibility.
- Ms. Harrison suggested using the funds to clean up yards that are full of weeds and the Town should pay attention to other quality of life issues such as powerwashing sidewalks and cleaning trash cans.
- Ms. Vargas wants her home to be rehabilitated and she has been on a waiting list for 5 years. She needs a new roof and a partial fence. She is afraid that she will lose the rest of her redwood fence during the monsoon season. She needs a new roof, AC, and heater.
- Ms. Adam asked if the funding could be used to hire an additional building inspector that could work in the downtown area. She asked if funding could be used to install fire sprinklers in commercial buildings. She supports housing rehabilitation or establishing a fund to replace roofs.

The meeting was adjourned at 5:58 p.m. by Jennifer Evans.

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u></b> <b>9b.</b>
<b>MEETING DATE:</b> July 1, 2019  <b>DEPARTMENT:</b> Finance  <b>STAFF PRESENTER:</b> Rey Sanchez, Finance Director  <b>SUBJECT:</b> Ordinance No. 676-19 Primary Property Tax Levy for FY 2019-2020		<input type="checkbox"/> Action <input type="checkbox"/> Information Only <input checked="" type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Regulatory</li> <li><input type="checkbox"/> 1<sup>st</sup> Reading</li> <li><input type="checkbox"/> 2<sup>nd</sup> Reading</li> </ul> <input type="checkbox"/> Other
<b>STRATEGIC PLAN REFERENCE:</b> <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 on increase to property tax levy and first reading of Ordinance No. 676-19: 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 30<sup>th</sup> DAY OF JUNE 2020.

**BACKGROUND/DISCUSSION:**

The Town of Florence levies a primary property tax annually. The rate for last year was \$1.1060 per \$100 of Net Assessed Valuation (NAV). The proposed property tax rate is \$1.0738 per \$100/NAV. Within certain restrictions, the Town Council may choose the rate for FY 2019-2020.

As calculated by the Arizona Department of Revenue, the Truth-in-Taxation (TNT) rate is \$1.0528 per \$100/NAV, which is the maximum rate the Town can levy without having to hold a TNT hearing.

At the proposed rate of \$1.0738, the proposed property tax levy for the 2019-2020 Fiscal Year is \$1,166,611.

**A VOTE OF NO WOULD MEAN:**

Pursuant to A.R.S. §42-17151, the Town Council must adopt a property tax rate and levy for FY 2019- 2020.

**A VOTE OF YES WOULD MEAN:**

Adoption of Ordinance No. 676-19.

**FINANCIAL IMPACT:**

Primary taxes are calculated using Limited Property Value (LPV). A home with a \$100,000 LPV using the proposed rate of \$1.0738 per \$100/NAV would be \$107.38.

The levy would add to the General Fund revenue base and is essential to funding all departments within the General Fund that are necessary to maintain Town services.

**ATTACHMENTS:**

Ordinance No. 676-19  
Notice of Intention to Increase Primary Property Tax  
Truth in Taxation Press Release  
Truth in Taxation Hearing Notice

**ORDINANCE NO. 676-19**

**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 ONE HUNDRED DOLLARS (\$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 2020.**

**WHEREAS**, pursuant to A.R.S. §42-17151, the ordinance levying a primary property tax rate for the Fiscal Year 2019-2020 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 Town of Florence, except such property as may by law be exempt from taxation, a primary property tax rate sufficient to raise the sum of \$1,166,611 for the purpose of providing a General Fund of the Town of Florence, for the Fiscal Year ending on the 30<sup>th</sup> day of June 2020, 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:** 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 3:** 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 15<sup>th</sup> day of July 2019.

\_\_\_\_\_  
Tara Walter, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Lisa Garcia, Town Clerk

\_\_\_\_\_  
Clifford L. Mattice, Town Attorney

## Truth in Taxation Hearing

### Notice of Tax Increase

In compliance with section 42-17107, Arizona Revised Statutes, The Town of Florence is notifying its property taxpayers of Florence's intention to raise its primary property taxes over last year's level. Florence is proposing an increase in primary property taxes of \$62,130 or 2%.

For example, the proposed tax increase will cause Florence's primary property taxes on a \$100,000 home to decrease from \$110.60 to \$107.38 or \$3.22.

This proposed increase is inclusive 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 July 1, 2019, 6:00 P.M. at Florence Town Hall at 775 N. Main Street, Florence AZ.

Publish June 13, 2019, Florence Reminder

Publish June 20, 2019, Florence Reminder

Please publish in a location other than the classified or legal advertising section of the newspaper.

Notice must be a least one-fourth page in size and shall be surrounded by a solid black border at least one-eighth inch in width.

The notice must read, "**Truth in Taxation Hearing - Notification of Tax Increase**" in at least 18 point type.

The schedule of revenue and expenses must be included.

**Town of Florence, AZ**  
**Revenues and Expenditures Related to Property Tax Levy**  
**Fiscal Year 2019-2020**

Revenue Source	2019-2020 Budget
*Taxes	3,133,083
Licenses and Permits	50,980
Franchise Fees and Taxes	651,681
Intergovernmental	7,849,929
Civil Engineering Inspection Fees	104,000
Civil Engineering Fees	100,000
Community Development	1,040,322
Charges-General Government	322,567
Cemetery Fees	15,000
Police Fees	29,500
Parks and Recreation Fees	164,050
Fines and Forfeits	179,800
Investment Earnings	235,000
Fire Fees	53,600
Library Fees	5,500
Miscellaneous Charges	131,615
Senior Fees	21,400
<b>Total General Fund Revenue</b>	<b>\$ 14,088,027</b>

\* Does not include Property Tax Levy

Expenses Department	2019-2020 Budget
Town Council	155,985
Administration	659,647
Court	236,450
Legal	900,700
Finance	815,755
Human Resources	261,195
Information Technology	667,295
Economic Development	179,235
General Government	1,395,661
<b>Total Administration</b>	<b>\$ 5,271,923</b>
Police Administration	470,170
Police Support	910,825
Police Volunteer	9,950
Police Operations	2,804,646
Fire Administration	574,725
Fire Station 1	1,524,740
Fire Station 2	1,429,890
<b>Total Public Safety</b>	<b>\$ 7,724,946</b>
Fitness Center	94,855
Community Services	237,375
Parks	567,675
Community Center	72,200
Aquatics	289,875
Programs	509,069
Special Events	225,560
Senior Center	292,030
Library	340,665
<b>Total Community Services</b>	<b>\$ 2,629,304</b>
Community Development	612,390


Engineering	103,097
Facilities Maintenance	510,420
Cemetery	10,900
Fleet	149,570
<b>Total Community Development and Services</b>	<b>\$ 1,386,377</b>
<b>Total General Fund</b>	<b>\$ 17,012,550</b>

**Information on the estimates of revenue and expenditures can be located in the proposed budget at the administrative offices of the Town of Florence at 775 N. Main Street, Florence, AZ and the Florence Public Library at 1000 S. Main Street, Florence AZ, Fire Station No. 2 at 2035 N. Hunt Highway, Florence, AZ,**



### Truth in Taxation Analysis for current year Proposed Levy

Prior Year's Primary property tax levy:(Last year's primary property tax levy)	\$1,104,481
Current Year Estimate of net assessed valuation:(Current year net assessed values) - C4	\$108,643,237
Current Year ESTIMATE OF VALUE OF NEW CONSTRUCTION:	\$3,732,580
Current year Net assessed value minus new construction: - B4 (Current year net assessed value subject to taxation in prior year)	\$104,910,657
MAXIMUM TAX RATE THAT CAN BE IMPOSED WITHOUT A TRUTH IN TAXATION HEARING:	\$ 1.0528
GROWTH IN PROPERTY TAX LEVY CAPACITY ASSOCIATED WITH NEW CONSTRUCTION:	\$39,296
MAXIMUM PRIMARY PROPERTY TAX LEVY FOR current year WITHOUT A TRUTH IN TAXATION HEARING:	\$1,143,777
Proposed current year primary property tax levy: (This year's proposed primary property tax levy)	\$1,166,611
PROPOSED current year INCREASE IN PRIMARY PROPERTY TAX LEVY OVER TNT LEVY, EXCLUSIVE OF NEW CONSTRUCTION:	\$22,834
PROPOSED % INCREASE IN current year PRIMARY PROPERTY TAX LEVY OVER TNT LEVY:	2.00%
PROPOSED current year PRIMARY PROPERTY TAX RATE:	1.074
PROPOSED INCREASE IN PRIMARY PROPERTY TAX RATE OVER THE TNT RATE:	2.10%
PROPOSED current year PRIMARY PROPERTY TAX LEVY ON A HOME VALUED AT \$100,000:	107.38
current year PRIMARY PROPERTY TAX LEVY ON A HOME VALUED AT \$100,000 IF THE TAX LEVY WAS NOT RAISED:	105.28
Amount of Increase for \$100,000 Home	\$2.10

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u></b> <b>9c.</b>
<b>MEETING DATE:</b> July 1, 2019  <b>DEPARTMENT:</b> Finance  <b>STAFF PRESENTER:</b> Rey Sanchez, Finance Director  <b>SUBJECT:</b> Ordinance No. 677-19 Secondary Property Tax Levy for FY 2019-2020		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input checked="" type="checkbox"/> <b>Public Hearing</b> <input type="checkbox"/> <b>Resolution</b> <input checked="" type="checkbox"/> <b>Ordinance</b> <input checked="" type="checkbox"/> <b>Regulatory</b> <input type="checkbox"/> <b>1<sup>st</sup> Reading</b> <input type="checkbox"/> <b>2<sup>nd</sup> Reading</b> <input type="checkbox"/> <b>Other</b>
<b>STRATEGIC PLAN REFERENCE:</b> <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:**

Public hearing to discuss Ordinance No. 677-19, an Ordinance of the Town of Florence, Arizona, adopting a secondary property tax for the Fiscal Year 2019-2020 for Anthem at Merrill Ranch Street Light Improvement District No. 1, Anthem at Merrill Ranch Street Light Improvement District No.2 and Anthem at Merrill Ranch Street Light Improvement District No. 3.

Adoption of Ordinance No. 677-19: 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 STREET LIGHT IMPROVEMENT DISTRICTS THE FISCAL YEAR ENDING THE 30th DAY OF JUNE 2020.

**BACKGROUND/DISCUSSION:**

The Town of Florence levies a secondary property tax for the three Street Light Improvements Districts located in the Merrill Ranch Development.

For the last several years, we have not levied a secondary tax in the Districts. We had ample funds to pay for the electrical costs in each of the Street Light Districts. This year, Street Light Improvement District No. 3 has diminished its funds and we must levy a secondary tax to provide continued service for the District.

The proposed rate of \$.1207 per \$100 of Net Assessed Valuation (NAV) will result in a charge of \$12.07 on a \$100 home.

**A VOTE OF NO WOULD MEAN:**

The Street Light Improvement District would deplete all of their funds to provide streetlight services.

**A VOTE OF YES WOULD MEAN:**

Adoption of Ordinance No. 677-19.

**FINANCIAL IMPACT:**

The proposed property tax levy for the 2019-2020 Fiscal Year will generate \$22,000.

The levy is the only funding source for Street Light District revenue base and is essential to funding all of the services within the District that are necessary to maintain streetlight service.

**ATTACHMENTS:**

Ordinance No. 677-19  
Public Hearing Notice  
Analysis

**ORDINANCE NO. 677-19**

**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 ONE HUNDRED DOLLARS (\$100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR STREET LIGHT OPERATIONS FOR THE FISCAL YEAR ENDING THE 30<sup>TH</sup> DAY OF JUNE 2020.**

**WHEREAS**, pursuant to A.R.S. §42-17151, the ordinance levying a primary property tax rate for the Fiscal Year 2019-2020 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 one hundred dollars (\$100.00) 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 **\$0.00** per \$100 of 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 30<sup>th</sup> day of June 2020, 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 one hundred dollars (\$100.00) 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 **\$0.00** per \$100 of NAV for the purpose of providing operations and maintenance for the Street Light Improvement District No. 2 for the fiscal year ending on the 30<sup>th</sup> day of June 2020, 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 one hundred dollars (\$100.00) 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 **\$.1207** per \$100 of NAV OR **\$22,000**, for the purpose of providing operations and maintenance for the Street Light Improvement District No. 3 for the fiscal year ending on the 30<sup>th</sup> day of June 2020, 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 1<sup>st</sup> day of July 2019.

\_\_\_\_\_  
Tara Walter, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Lisa Garcia, Town Clerk

\_\_\_\_\_  
Clifford L. Mattice, Town Attorney

**Town of Florence**  
**Notice of Public Hearing**

The Town of Florence will hold a public hearing to discuss Ordinance No. 677-19, an Ordinance of the Town of Florence, Arizona, adopting a secondary property tax for the Fiscal Year 2019-2020 for Anthem at Merrill Ranch Street Light Improvement District #1, Anthem at Merrill Ranch Street Light Improvement District #2 and Anthem at Merrill Ranch Street Light Improvement District #3.

The proposed rates are as follows:

Streetlight Improvement District No. 1	\$0.00 per \$100 of Net Assessed Valuation
Streetlight Improvement District No. 2	\$0.00 per \$100 of Net Assessed Valuation
Streetlight Improvement District No. 3	\$0.1207 per \$100 of Net Assessed Valuation

The Public Hearing will be held on and July 1, 2019, during the Council Meeting beginning at 6:00 P.M. The hearings will take place in the Council Chamber at Town Hall, 775 N. Main Street.

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

Legal Ad (Surrounded by border)

1/8 page


No. of publications 2; Dates of publication:

June 13, 2019, Florence Reminder

June 20, 2019. Florence Reminder

### Streetlight Improvement District No. 3

<b>Prior Year's Secondary property tax levy:(Last year's secondary property tax levy)</b>	<b>\$0</b>
<b>Current Year Estimate of net assessed valuation:(Current year net assessed values) - C4</b>	<b>\$18,221,593</b>
	<b>\$0</b>
<b>Current year Net Assessed</b> (Current year net assessed value subject to taxation in prior year)	<b>\$18,221,593</b>
<b>MAXIMUM TAX RATE THAT CAN BE IMPOSED WITHOUT A TRUTH IN TAXATION HEARING: NOT APPLICABLE</b>	<b>\$ -</b>
<b>GROWTH IN PROPERTY TAX LEVY CAPACITY ASSOCIATED WITH NEW CONSTRUCTION: NOT APPLICABLE</b>	<b>\$0</b>
<b>MAXIMUM SECONDARY PROPERTY TAX LEVY FOR current year WITHOUT A TRUTH IN TAXATION HEARING:</b>	<b>\$0</b>
<b>Proposed current year secondary property tax levy:</b>	<b>\$22,000</b>
<b>PROPOSED current year INCREASE IN SECONDARY PROPERTY TAX</b>	<b>\$ 22,000</b>
<b>PROPOSED current year SECONDARY PROPERTY TAX RATE:</b>	<b>0.1207</b>

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u></b> <b>9d.</b>
<b>MEETING DATE:</b> July 1, 2019  <b>DEPARTMENT:</b> Finance  <b>STAFF PRESENTER:</b> Rey Sanchez, Finance Director  <b>SUBJECT:</b> Public hearing and Resolution No. 1700-19 Final Budget for FY 2019-2020		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input checked="" type="checkbox"/> <b>Public Hearing</b> <input checked="" type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input checked="" type="checkbox"/> <b>Regulatory</b> <input type="checkbox"/> <b>1<sup>st</sup> Reading</b> <input type="checkbox"/> <b>2<sup>nd</sup> Reading</b> <input type="checkbox"/> <b>Other</b>
<b>STRATEGIC PLAN REFERENCE:</b> <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. 1700-19: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ADOPTING THE BUDGET FOR THE FISCAL YEAR 2019-2020.

**BACKGROUND/DISCUSSION:**

Over the course of several months, staff, the Budget Committee, and the Town Council have worked to develop the final budget. The Town Council approved a Tentative Budget on June 3, 2019 in the amount of \$45,251,331. The Expenditure Limitation was adopted on June 17, 2019 in the amount of \$28,938,392 under the alternative expenditure limitation of Permanent Base Adjustment. Staff is now bringing forth the final budget for adoption.

There have been no changes to the final budget.

**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:**

Resolution No. 1700-19 and the Final Budget for FY 2019-2020 would be approved.



**FINANCIAL IMPACT:**

The Final Budget for the Town of Florence is \$45,251,331, with an Expenditure Limitation of \$28,938,392.

**ATTACHMENTS:**

Resolution No. 1700-19  
Attorney General Exhibit A-G for FY 2019-2020 Final Budget

**RESOLUTION NO. 1700-19**

**A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ADOPTING THE BUDGET FOR THE FISCAL YEAR 2019-2020.**

**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 June 3, 2019, 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 June 17, 2019, 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 June 17, 2019, 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 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 2019-2020.

**PASSED AND ADOPTED** by the Mayor and Council of the Town of Florence, Arizona, this 1st day of July 2019.

\_\_\_\_\_  
Tara Walter, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Lisa Garcia, Town Clerk

\_\_\_\_\_  
Clifford L. Mattice, Town Attorney

**TOWN OF FLORENCE**  
**Summary Schedule of Estimated Revenues and Expenditures/Expenses**  
**Fiscal Year 2020**

Fiscal Year	S	c	FUNDS							Total All Funds	
			General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds		
2019	Adopted/Adjusted Budgeted Expenditures/Expenses*	E	1	15,685,620	13,255,695	164,026	1,477,638	12,900	12,440,970	0	43,036,848
2019	Actual Expenditures/Expenses**	E	2	15,512,581	6,602,450	157,593	1,162,980	6,000	9,353,362	0	32,794,966
2020	Fund Balance/Net Position at July 1***		3	11,440,372	15,884,798	0	6,943,281	314,996	18,737,171	0	53,320,618
2020	Primary Property Tax Levy	B	4	1,166,611		0			0		1,166,611
2020	Secondary Property Tax Levy	B	5	0	22,000				0		22,000
2020	Estimated Revenues Other than Property Taxes	C	6	14,128,067	6,804,687	0	1,890,000	22,000	9,777,737	0	32,622,491
2020	Other Financing Sources	D	7	0	0	0	0	0	0	0	0
2020	Other Financing (Uses)	D	8	0	0	0	0	0	0	0	0
2020	Interfund Transfers In	D	9	1,217,872	780	69,748	363,000	0	0	0	1,651,400
2020	Interfund Transfers (Out)	D	10	0	760,798	0	69,748	0	820,854	0	1,651,400
2020	Reduction for Amounts Not Available:		11								
LESS:	Amounts for Future Debt Retirement:										0
	Future Capital Projects										0
	Maintained Fund Balance for Financial Stability			1,885,132	477,696				4,923,282		7,286,110
											0
				0							0
2020	Total Financial Resources Available		12	26,067,790	21,473,771	69,748	9,126,533	336,996	22,770,772	0	79,845,610
2020	Budgeted Expenditures/Expenses	E	13	17,012,550	10,278,828	69,748	4,384,460	14,000	13,491,755	0	45,251,331

**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

	2019	2020
1	\$ 43,036,848	\$ 45,251,331
2	(4,400,000)	(16,312,939)
3	38,636,848	28,938,392
4		
5	\$ 38,636,848	\$ 28,938,392
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).

**TOWN OF FLORENCE**  
**Tax Levy and Tax Rate Information**  
**Fiscal Year 2020**

	<b>2019</b>	<b>2020</b>
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ 1,104,481	\$ 1,166,611
2. Amount received from primary property taxation in the <b>current year</b> 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	\$ 1,104,481	\$ 1,166,611
B. Secondary property taxes		
C. Total property tax levy amounts	\$ 1,104,481	\$ 1,166,611
4. Property taxes collected*		
A. Primary property taxes		
(1) <b>Current</b> year's levy	\$ 1,085,000	
(2) Prior years' levies		
(3) Total primary property taxes	\$ 1,085,000	
B. Secondary property taxes		
(1) <b>Current</b> year's levy	\$ _____	
(2) Prior years' levies		
(3) Total secondary property taxes	\$ _____	
C. Total property taxes collected	\$ 1,085,000	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	1.1060	1.0740
(2) Secondary property tax rate		
(3) Total city/town tax rate	1.1060	1.0740
B. Special assessment district tax rates		

Secondary property tax rates - As of the date the proposed budget was prepared, the city/town was operating 3 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 2020**

SOURCE OF REVENUES	ESTIMATED REVENUES 2019	ACTUAL REVENUES* 2019	ESTIMATED REVENUES 2020
<b>GENERAL FUND</b>			
<b>Local taxes</b>			
City Sales Tax	\$ 2,700,000	\$ 2,779,065	\$ 2,862,437
Food (City Sales) Tax	300,000	301,637	310,686
<b>Licenses and permits</b>			
Occupational Licenses	47,900	49,000	49,980
Building Permits	700,000		
Other Licenses and Permits	1,000	700	1,000
<b>Intergovernmental</b>			
State Shared Sales Tax	2,599,550	2,672,026	2,740,063
State Share Income Tax	3,157,450	3,157,450	3,451,095
Auto License Tax	1,568,630	1,588,656	1,658,771
Salt River Lien Tax	50		
<b>Charges for services</b>			
Franchise Fees and Taxes	584,640	639,666	651,681
Engineering Inspection Fees	63,800	95,139	104,000
Civil Engineering Fees	80,000	80,000	100,000
Community Development	171,060	927,361	1,040,322
Cemetery Fees		15,000	15,000
General Government	250,470	314,024	322,567
Police Fees	28,050	29,850	29,500
Fire Fees	48,270	50,600	53,600
Parks and Recreation Fees	146,300	161,150	164,050
Library Fees	5,300	5,500	5,500
Senior Fees	15,900	20,850	21,400
<b>Fines and forfeits</b>			
Fines and Forfeits	172,000	179,055	179,800
<b>Interest on investments</b>			
Interest	70,000	230,000	235,000
<b>Miscellaneous</b>			
Cemetery Fees	17,100		
Miscellaneous	34,320	123,354	125,415
Downtown Redevelopment	1,500	2,054	2,200
Government Access Channel	4,000	4,000	4,000
<b>Total General Fund</b>	<b>\$ 12,767,290</b>	<b>\$ 13,426,137</b>	<b>\$ 14,128,067</b>

\* 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 2020**

SOURCE OF REVENUES	ESTIMATED REVENUES 2019	ACTUAL REVENUES* 2019	ESTIMATED REVENUES 2020
<b>SPECIAL REVENUE FUNDS</b>			
Highway User	\$ 3,238,310	\$ 3,347,800	\$ 3,433,471
Food Tax	1,700	8,100	8,500
Economic Development	1,700	1,700	1,700
Judicial Collections Enhancement	2,650	2,875	2,865
	<u>\$ 3,242,660</u>	<u>\$ 3,360,475</u>	<u>\$ 3,446,536</u>
Fill the Gap	\$ 2,220	\$ 2,420	\$ 2,435
SW Gas Relocation Reimbursement	50,000	50,000	50,000
Police Impound	10,100	12,250	12,250
Grant Funds	4,378,080	752,191	2,402,366
	<u>\$ 4,440,400</u>	<u>\$ 816,861</u>	<u>\$ 2,467,051</u>
Construction Tax Fund	\$	\$ 345,200	\$ 360,000
Street Light Improvement District No. 1	1,800	500	400
Street Light Improvement District No. 2	2,600	400	600
Street Light Improvement District No. 3	1,000	100	
	<u>\$ 5,400</u>	<u>\$ 346,200</u>	<u>\$ 361,000</u>
Sanitation Impact Fees	\$ 400	\$ 100	\$
Transportation Impact Fees	143,500	164,800	166,200
Police Impact Fees	117,900	143,800	146,000
Fire/EMS	100,700	141,400	143,000
	<u>\$ 362,500</u>	<u>\$ 450,100</u>	<u>\$ 455,200</u>
Parks Impact Fees	\$ 5,000	\$ 11,400	\$ 12,050
Library Impact Fees	36,800	47,100	59,000
Florence Wastewater	3,200	3,670	3,750
North Florence Water	100	50	50
	<u>\$ 45,100</u>	<u>\$ 62,220</u>	<u>\$ 74,850</u>
North Florence Wastewater	\$ 100	\$ 50	\$ 50
	<u>\$ 100</u>	<u>\$ 50</u>	<u>\$ 50</u>
<b>Total Special Revenue Funds</b>	<u>\$ 8,096,160</u>	<u>\$ 5,035,906</u>	<u>\$ 6,804,687</u>

\* 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 2020**

SOURCE OF REVENUES	ESTIMATED REVENUES 2019	ACTUAL REVENUES* 2019	ESTIMATED REVENUES 2020
<b>DEBT SERVICE FUNDS</b>			
Utility Improvement District No. 1	\$ 79,200	\$ 77,028	\$
	\$ 79,200	\$ 77,028	\$
<b>Total Debt Service Funds</b>	<b>\$ 79,200</b>	<b>\$ 77,028</b>	<b>\$</b>
<b>CAPITAL PROJECTS FUNDS</b>			
General Government CIP Fund	\$ 1,230,000	\$ 1,782,000	\$ 1,890,000
Construction Tax Fund (2%)	161,000		
Economic Development Fund	3,000		
	\$ 1,394,000	\$ 1,782,000	\$ 1,890,000
<b>Total Capital Projects Funds</b>	<b>\$ 1,394,000</b>	<b>\$ 1,782,000</b>	<b>\$ 1,890,000</b>

\* 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 2020**

SOURCE OF REVENUES	ESTIMATED REVENUES 2019	ACTUAL REVENUES* 2019	ESTIMATED REVENUES 2020
<b>PERMANENT FUNDS</b>			
Firemans Pension Fund	\$ 23,970	\$ 22,000	\$ 22,000
	\$ 23,970	\$ 22,000	\$ 22,000
<b>Total Permanent Funds</b>	<b>\$ 23,970</b>	<b>\$ 22,000</b>	<b>\$ 22,000</b>
<b>ENTERPRISE FUNDS</b>			
Water	\$ 3,045,080	\$ 3,879,219	\$ 4,326,237
Wastewater	3,861,650	4,318,500	4,530,200
Sanitation	864,700	913,000	921,300
	\$ 7,771,430	\$ 9,110,719	\$ 9,777,737
<b>Total Enterprise Funds</b>	<b>\$ 7,771,430</b>	<b>\$ 9,110,719</b>	<b>\$ 9,777,737</b>
<b>TOTAL ALL FUNDS</b>	<b>\$ 30,132,050</b>	<b>\$ 29,453,790</b>	<b>\$ 32,622,491</b>

\* 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 2020**

FUND	OTHER FINANCING 2020		INTERFUND TRANSFERS 2020	
	SOURCES	(USES)	IN	(OUT)
<b>GENERAL FUND</b>				
Highway User	\$	\$	\$ 396,238	\$
Streetlight Improvement Districts			780	
Water			415,070	
Wastewater			325,156	
Sanitation			80,628	
<b>Total General Fund</b>	\$	\$	\$ 1,217,872	\$
<b>SPECIAL REVENUE FUNDS</b>				
Highway User	\$	\$	\$ 780	\$ 396,238
Streetlight Improvement Districts				1,560
Construction Fund				150,000
Food Tax Fund				213,000
<b>Total Special Revenue Funds</b>	\$	\$	\$ 780	\$ 760,798
<b>DEBT SERVICE FUNDS</b>				
DEBT SERVICE FUNDS	\$	\$	\$ 69,748	\$
<b>Total Debt Service Funds</b>	\$	\$	\$ 69,748	\$
<b>CAPITAL PROJECTS FUNDS</b>				
Fund 011- Capital Projects	\$	\$	\$ 363,000	\$ 69,748
<b>Total Capital Projects Funds</b>	\$	\$	\$ 363,000	\$ 69,748
<b>PERMANENT FUNDS</b>				
Firemans Pension Fund	\$	\$	\$	\$
<b>Total Permanent Funds</b>	\$	\$	\$	\$
<b>ENTERPRISE FUNDS</b>				
Water	\$	\$	\$	\$ 415,070
Wastewater				325,156
Sanitation				80,628
<b>Total Enterprise Funds</b>	\$	\$	\$	\$ 820,854
<b>TOTAL ALL FUNDS</b>	\$	\$	\$ 1,651,400	\$ 1,651,400

**TOWN OF FLORENCE**  
**Expenditures/Expenses by Fund**  
**Fiscal Year 2020**

<b>FUND/DEPARTMENT</b>	<b>ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2019</b>	<b>EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2019</b>	<b>ACTUAL EXPENDITURES/ EXPENSES* 2019</b>	<b>BUDGETED EXPENDITURES/ EXPENSES 2020</b>
<b>GENERAL FUND</b>				
Administration	\$ 4,140,070	\$ 500,000	\$ 4,541,242	\$ 5,271,923
Police	3,827,250		3,769,205	4,195,591
Fire	3,316,960		3,386,119	3,529,355
Community Services	2,487,300		2,390,785	2,629,304
Development Services	1,414,040		1,425,230	1,386,377
<b>Total General Fund</b>	<b>\$ 15,185,620</b>	<b>\$ 500,000</b>	<b>\$ 15,512,581</b>	<b>\$ 17,012,550</b>
<b>SPECIAL REVENUE FUNDS</b>				
Streets	\$ 7,966,495		\$ 5,566,466	\$ 6,497,706
Grants	4,378,080		787,157	2,402,366
Street Light Improvement Districts	79,420		91,725	93,560
Judicial Collection Enhancement	5,000		5,000	5,000
Fill-the-Gap	700		700	700
Southwest Gas Capital Exp	50,000		50,000	50,000
Impound	1,000		42,000	2,000
Development Impact Fees	775,000		59,402	1,207,496
Econ Development				20,000
<b>Total Special Revenue Funds</b>	<b>\$ 13,255,695</b>	<b>\$</b>	<b>\$ 6,602,450</b>	<b>\$ 10,278,828</b>
<b>DEBT SERVICE FUNDS</b>				
Debt Service	\$ 69,750		\$ 69,748	\$ 69,748
Utility Improvement Dist #1	94,275		87,845	
<b>Total Debt Service Funds</b>	<b>\$ 164,025</b>	<b>\$</b>	<b>\$ 157,593</b>	<b>\$ 69,748</b>
<b>CAPITAL PROJECTS FUNDS</b>				
General Capital Fund	\$ 1,457,638		\$ 1,162,980	\$ 4,384,450
Econ Dev Capital Projects	20,000			
<b>Total Capital Projects Funds</b>	<b>\$ 1,477,638</b>	<b>\$</b>	<b>\$ 1,162,980</b>	<b>\$ 4,384,450</b>
<b>PERMANENT FUNDS</b>				
Firemans Pension Fund	\$ 12,900		\$ 6,000	\$ 14,000
<b>Total Permanent Funds</b>	<b>\$ 12,900</b>	<b>\$</b>	<b>\$ 6,000</b>	<b>\$ 14,000</b>
<b>ENTERPRISE FUNDS</b>				
Water Utility	\$ 4,276,360		\$ 4,462,273	\$ 7,145,466
Wastewater Utility	7,823,320	(500,000)	4,026,251	5,147,665
Sanitation Utility	841,290		864,838	1,198,624
<b>Total Enterprise Funds</b>	<b>\$ 12,940,970</b>	<b>\$ (500,000)</b>	<b>\$ 9,353,362</b>	<b>\$ 13,491,755</b>
<b>TOTAL ALL FUNDS</b>	<b>\$ 43,036,848</b>	<b>\$</b>	<b>\$ 32,794,966</b>	<b>\$ 45,251,331</b>

\* 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 2020**

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED	ACTUAL EXPENDITURES/ EXPENSES*	BUDGETED EXPENDITURES/ EXPENSES
	2019	2019	2019	2020
General Fund				
Council	\$ 151,680	\$	\$ 145,180	\$ 155,985
Administration	619,610		660,123	659,647
Municipal Court	221,590		228,773	236,450
Legal	331,990	500,000	792,162	900,700
Finance	811,290		845,713	815,755
Human Resources	255,900		255,800	261,195
Information Technology	489,120		485,920	667,295
General Government	1,119,060		981,521	1,395,661
Economic Development	139,830		146,050	179,235
Police Administration	432,140		439,410	470,170
Police Support	837,440		760,575	910,825
Police Volunteer Program	12,300		12,300	9,950
Police Operations	2,545,370		2,556,920	2,804,646
Fire Administration	519,960		521,948	574,725
Fire Station 1	1,502,920		1,461,013	1,524,740
Fire Station 2	1,294,080		1,403,158	1,429,890
Fitness Center	93,510		75,750	94,855
Community Services Admin	234,310		231,638	237,375
Parks Maintenance	544,950		542,110	567,675
Community Center	76,700		66,720	72,200
Aquatics	284,380		269,990	289,875
Programs	477,050		476,335	509,069
Special Events	149,020		147,759	225,560
Seniors	301,990		282,160	292,030
Library	325,390		298,323	340,665
Community Development	232,940		669,330	612,390
Building Safety	396,440			
Engineering	149,260		102,273	103,097
Facilities Maintenance	473,890		492,080	510,420
Cemetery	8,900		10,588	10,900
Fleet	152,610		150,960	149,570
<b>Department Total</b>	<b>\$ 15,185,620</b>	<b>\$ 500,000</b>	<b>\$ 15,512,582</b>	<b>\$ 17,012,550</b>

\* 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 2020**

<b>FUND</b>	<b>Full-Time Equivalent (FTE) 2020</b>	<b>Employee Salaries and Hourly Costs 2020</b>	<b>Retirement Costs 2020</b>	<b>Healthcare Costs 2020</b>	<b>Other Benefit Costs 2020</b>	<b>Total Estimated Personnel Compensation 2020</b>
<b>GENERAL FUND</b>	130	\$ 8,106,076	\$ 1,116,605	\$ 1,942,820	\$ 859,022	\$ 12,024,523
<b>SPECIAL REVENUE FUNDS</b>						
Highway User	19	\$ 632,325	\$ 76,210	\$ 213,400	\$ 91,350	\$ 1,013,285
Grants	1	60,325	10,800	21,900	7,865	100,890
<b>Total Special Revenue Funds</b>	<b>20</b>	<b>\$ 692,650</b>	<b>\$ 87,010</b>	<b>\$ 235,300</b>	<b>\$ 99,215</b>	<b>\$ 1,114,175</b>
<b>ENTERPRISE FUNDS</b>						
Water	6	\$ 441,550	\$ 53,400	\$ 112,750	\$ 48,495	\$ 656,195
Wastewater	5	426,900	51,525	147,500	51,670	677,595
Sanitation	1	56,650	6,750	18,700		82,100
<b>Total Enterprise Funds</b>	<b>12</b>	<b>\$ 925,100</b>	<b>\$ 111,675</b>	<b>\$ 278,950</b>	<b>\$ 100,165</b>	<b>\$ 1,415,890</b>
<b>TOTAL ALL FUNDS</b>	<b>162</b>	<b>\$ 9,723,826</b>	<b>\$ 1,315,290</b>	<b>\$ 2,457,070</b>	<b>\$ 1,058,402</b>	<b>\$ 14,554,588</b>



## TOWN OF FLORENCE COUNCIL ACTION FORM

### AGENDA ITEM 9e.

**MEETING DATE:** July 1, 2019

**DEPARTMENT:** Administration

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

**SUBJECT:** United Way of Pinal County Presentation

- Action
- Information Only
- Public Hearing
- Resolution
- Ordinance
  - Regulatory
  - 1<sup>st</sup> Reading
  - 2<sup>nd</sup> Reading
- Other

**STRATEGIC PLAN REFERENCE:**

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

**RECOMMENDED MOTION/ACTION:**

Introduction of the United Way of Pinal County, CEO Allen A. Villalobos and United Way of Pinal County Programs.

**BACKGROUND/DISCUSSION:**

Allen A. Villalobos is the new CEO of Pinal County United Way. As part of introducing himself to the communities he now serves, he is making a presentation to all elected officials of Pinal County. Mr. Villalobos will review the state of United Way of Pinal County and discuss ways the community can help.

**A VOTE OF NO WOULD MEAN:**

Presentation only

**A VOTE OF YES WOULD MEAN:**

Presentation only

**FINANCIAL IMPACT:**

None

**ATTACHMENTS:**

None

# FLORENCE LIVES UNITED



**GIVE. ADVOCATE. VOLUNTEER.**

**TEXT 313131 to UWPC GIVE**



**#LIVEUNITED #PinalCounty**  
**#Arizona #uwpc**

# Reading by Third Grade



## ❖ Florence Reading Committee

- Over 60 sock puppets
- 50 Literacy Kits donated to Head Start
- Mentoring young kids with reading

## ❖ Partnering with

- Town of Florence
- Florence Woman's Club
- Florence Rotary Club
- Florence Unified School District



# FAMILY VOLUNTEER DAY

## Volunteers

- 10 volunteers donated 3.5 hours
- Value \$736 in labor
- Bagged 125 literacy kits
- Created 48 sock puppets

## Partnering with

- Town of Florence
- Disney





# FEED PINAL

- September is Hunger Awareness Month
- October is **Hunger Action Month**
- **Florence in Action**
  - 40 volunteers donated 2 hours
  - \$1,975 in labor value
  - Packed 5,000 servings of Minestrone



# THANKS FLORENCE!



## Food Distributed:

- Elks Feeding Empty Little Tummies (EFELT)
- Florence Unified School District
- Superior Food Bank
- Apache Junction School District
- Leftovers were taken by local church

to make extra kits

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**TEXT 313131 to UWPC GIVE**

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#Arizona**



# HEAT RELIEF NETWORK



- UWPC /Pinal County/CAG/MAG
- Over 70 partners
- Collected and distributed 39 pallets
- Issued heat warnings
- Collaborated with APS/SRP for high heat days and cooling stations



**GIVE. ADVOCATE. VOLUNTEER.**

**TEXT 313131 to UWPC GIVE**

# FFN – Family, Friend and Neighbor Program:



- 300 enrolled family child care providers throughout Pinal County
- Made up of grandparents and other kinship care providers, foster parents, and those who run childcare businesses from their homes.
- Funded through FTF (State Agency) for up to 350 providers

**GIVE. ADVOCATE. VOLUNTEER.**

**TEXT 313131 to UWPC GIVE**

# Family, Friend and Neighbor Program:

- Serves up to 850 PC Children – Ages 0 – 5
  - Providers are allowed no More than 4 children at a time.
- 5 community trainings (AJ, CG, MC, STV) \*Spanish – in CG
- Within the training Cohorts we provide Play and Learn events, CPR/ First Aid classes and business workshops(Childcare business providers)
- Quarterly conferences with over 100+ providers (4 – 6 Hours) of learning

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**TEXT 313131 to UWPC GIVE**



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#Arizona

# Family, Friend & Neighbor – Providers Per City in Pinal County

Apache Junction – 24

Arizona City – 3

Casa Grande – 61

Coolidge – 9

Eloy – 3

Florence – 9

Kearny – 1

Maricopa – 63

San Tan Valley – 32

San Manuel 3 (All in-home trainings)

Superior – 2

Queen Creek - 5



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**TEXT 313131 to UWPC GIVE**

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#Arizona**

# VOLUNTEER TAX ASSISTANCE PROGRAM: (VITA)



- 1300 County-wide taxes prepared
- 1.3 Million dollars in refunds
- 462k in EITC Refunds
- 100 residents of Florence Assisted

My Free Taxes (MFT) *Rank out of 1227 Counties Participating	
E-File	180
EITC	143
My Free Taxes (MFT) *Rank out of 839 United Ways Participating	
E-File	179
EITC	151

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# VITA - Continued

	Total Refund Amt
AJ - CAC	\$24,681.00
Goodwill	\$388,527.00
MC - CAC	\$151,450.00
Eloy	\$113,734.00
STV - CAC	\$89,729.00
Salt River	\$352,384.00
AJ Public Library	\$41,760.00
Mountain View Church	\$97,232.00
Superior Chamber of Commerce	\$34,889.00
My Free Taxes (MFT)	<b>\$1,294,386.00</b>

- 181 clients were Veterans
- 188 classified themselves as disabled
- 413 were returning clients from previous year (Self Reported)

Total Returns by City	
Apache Junction	109
San Tan Valley	81
Maricopa	217
Eloy	69
Casa Grande	381
Salt River	217

**GIVE. ADVOCATE. VOLUNTEER.**



**TEXT 313131 to UWPC GIVE**

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#Arizona



# How is the UWPC Funded

- Annual Giving Campaigns
- Special Events
- Corporate Sponsorships
- Grants/Government Funding
- Community Donors
- Volunteers

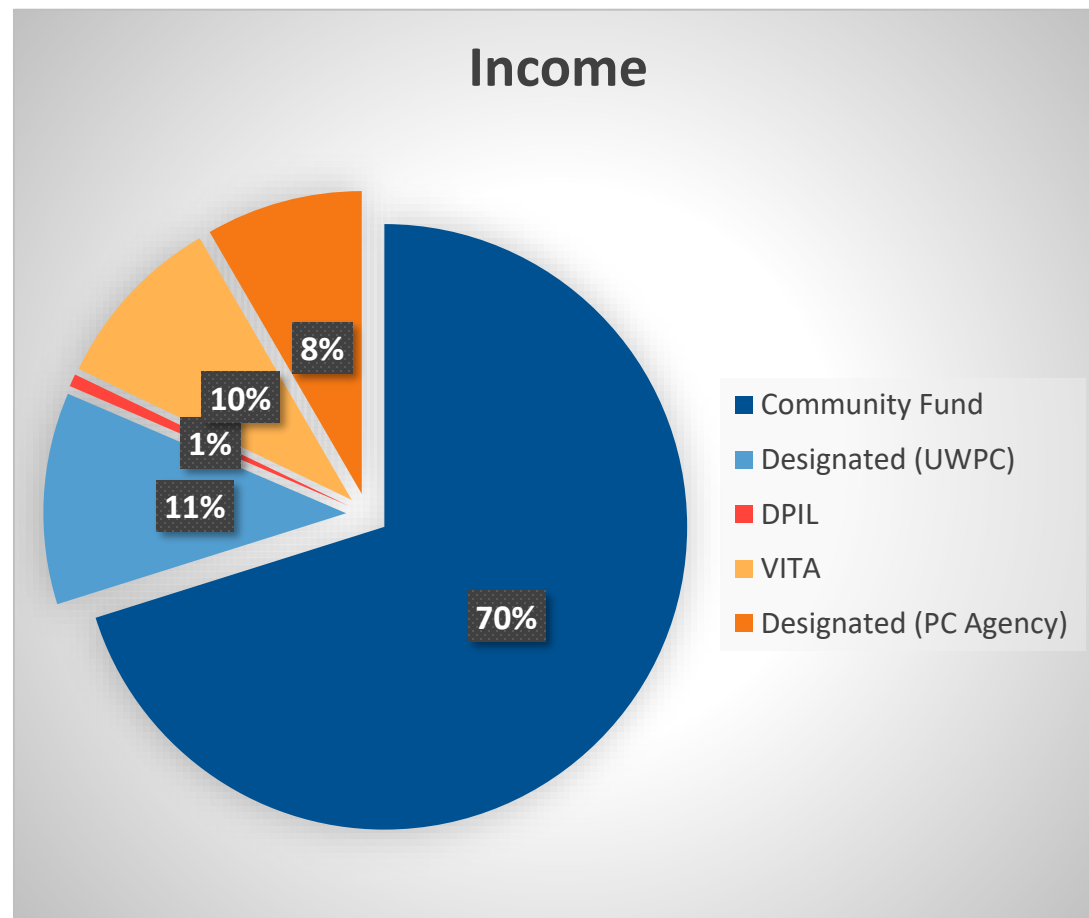


**GIVE. ADVOCATE. VOLUNTEER.**

**TEXT 313131 to UWPC GIVE**

# UWPC Income Sources and Distribution

- Community Fund = \$191,981.27
- UWPC Designation = \$30,959.94
- PC Agency Designation = \$22,931.56
- VITA = \$26,000.00
  - 1 Donor – Awarded PC Govt. Grant
- Dolly Parton Library = \$1,822.05
- **Total = \$273,694.82**



**GIVE. ADVOCATE. VOLUNTEER.**

# Town of Florence Campaign

- In working with the Town of Florence Staff – Town Manager and Town Clerk the UWPC presented to council in Mid February
- On April 17<sup>th</sup> during employee appreciation day the UWPC presented to staff and accepted employee payroll deductions
- **Eight staff members are contributing \$2,800 for the 2019/2020 campaign cycle.**
  - Up from \$52 in prior years. An increased of 5400%



**GIVE. ADVOCATE. VOLUNTEER.**

**TEXT 313131 to UWPC GIVE**

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#Arizona**

# Top 2018 Campaigns:

Abbott

APS

ASARCO

Banner Casa Grande

Banner Goldfield

Banner Ironwood

Casa Grande Elementary Schools

Casa Grande Valley Newspaper

City of Apache Junction

City of Eloy

City of Maricopa

Harrah's– Ak-Chin Casino

Hexcel

Pinal-Gila Council for Senior Citizens

Pinal County Government

SRP – Desert Basin

SRP – Customer Service

Wal-Mart



**GIVE. ADVOCATE. VOLUNTEER.**

**TEXT 313131 to UWPC GIVE**

**#LIVEUNITED #PinalCounty  
#Arizona**

# Questions?

**Contact Information:** United Way of Pinal County –  
520-836-0736


**Chief Executive Officer:** Allen A. Villalobos –  
[allen.villalobos@unitedwayofpc.org](mailto:allen.villalobos@unitedwayofpc.org)

**Community Programs Manager:** Braden Biggs –  
[Braden.Biggs@unitedwayofpc.org](mailto:Braden.Biggs@unitedwayofpc.org)



**GIVE. ADVOCATE. VOLUNTEER.**

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#Arizona**

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u></b> <b>9f.</b>
<b>MEETING DATE:</b> July 1, 2019  <b>DEPARTMENT:</b> Fire Department  <b>STAFF PRESENTER:</b> David Strayer, Fire Chief  <b>SUBJECT:</b> Special Recognition of Battalion Chief Jim Walter for completing the Managing Officer Program		<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 <sup>st</sup> Reading <input type="checkbox"/> 2 <sup>nd</sup> Reading <input checked="" type="checkbox"/> Other
<b>STRATEGIC PLAN REFERENCE:</b> <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input checked="" type="checkbox"/> Leadership and Governance <input checked="" type="checkbox"/> Partnerships and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

**RECOMMENDED MOTION/ACTION:**

This is a special recognition of Battalion Chief Jim Walter for completing the Managing Officer Program through the National Fire Academy.

**BACKGROUND/DISCUSSION:**

The National Fire Academy's (NFA's) Managing Officer Program is a multiyear curriculum that introduces emerging emergency services leaders to personal and professional skills in change management, risk reduction and adaptive leadership. Acceptance into the program is a major step in professional development as a career fire/Emergency Medical Services (EMS) manager and includes all four elements of professional development: education, training, experience and continuing education.

**A VOTE OF NO WOULD MEAN:**

Special Recognition Only

**A VOTE OF YES WOULD MEAN:**

Special Recognition Only

**FINANCIAL IMPACT:**

None

**ATTACHMENTS:**

None



## TOWN OF FLORENCE COUNCIL ACTION FORM

### AGENDA ITEM 9g.

**MEETING DATE:** July 1, 2019

**DEPARTMENT:** Police

**STAFF PRESENTER:** Dan Hughes, Police Chief

**SUBJECT:** Recognition – Sgt. Phil Riccomini

- Action
- Information Only
- Public Hearing
- Resolution
- Ordinance
  - Regulatory
  - 1<sup>st</sup> Reading
  - 2<sup>nd</sup> Reading
- Other

**STRATEGIC PLAN REFERENCE:**

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

**RECOMMENDED MOTION/ACTION:**

Special recognition of Sergeant Phil Riccomini for completing a 10-week course given through Northwestern University, School of Police Staff and Command.

**BACKGROUND/DISCUSSION:**

The School of Staff and Command provides superior educational and professional development for the future leaders in Law Enforcement throughout the United States and for the Florence Police Department. The curriculum is taught by police experts from across the country and address leaderships issues facing police department today.

**A VOTE OF NO WOULD MEAN:**

Not applicable

**A VOTE OF YES WOULD MEAN:**

Not applicable


**FINANCIAL IMPACT:**

None

**ATTACHMENTS:**

None



	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u></b> <b>9h.</b>
<b>MEETING DATE:</b> July 1, 2019  <b>DEPARTMENT:</b> Community Services  <b>STAFF PRESENTER:</b> Bryan Hughes, Community Services Director  <b>SUBJECT:</b> Parks and Recreation Month Proclamation		<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 <sup>st</sup> Reading <input type="checkbox"/> 2 <sup>nd</sup> Reading <input type="checkbox"/> Other
<b>STRATEGIC PLAN REFERENCE:</b> <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:**

Proclaim July as Parks and Recreation Month in the Town of Florence and encourage residents to get outdoors and enjoy their community through parks and recreation.

**BACKGROUND/DISCUSSION:**

Since 1985, America has celebrated July as the nation’s official Park and Recreation Month. This July, residents should come out to see all the fun, games and excitement that Florence Parks and Recreation offers. With everything from summer kids camp to swim lessons to special events, Park and Recreation Month is the perfect time to take advantage of all of the various opportunities that are available in Florence for people of all ages and abilities. It’s “Game On” at Florence Parks and Recreation!

**A VOTE OF NO WOULD MEAN:**

Not applicable

**A VOTE OF YES WOULD MEAN:**

Not applicable

**FINANCIAL IMPACT:**

None

**ATTACHMENTS:**

Parks and Recreation Month Proclamation

# Proclamation

## PARKS AND RECREATION MONTH

**WHEREAS**, parks and recreation programs are an integral part of communities throughout this country, including the Town of Florence; and are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

**WHEREAS**, parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

**WHEREAS**, parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

**WHEREAS**, parks and recreation areas are fundamental to the environmental well-being of our community; and parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

**WHEREAS**, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and the Town of Florence recognizes the benefits derived from parks and recreation resources; and

**WHEREAS**, the U.S. House of Representatives has designated July as Parks and Recreation Month; and

**NOW THEREFORE, BE IT RESOLVED** by Mayor Tara Walter that July is recognized as Park and Recreation Month in the Town of Florence.


---

Tara Walter, Mayor

**ATTEST:**

---

Lisa Garcia, Town Clerk

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u> 10a.</b>
<b>MEETING DATE:</b> July 1, 2019  <b>DEPARTMENT:</b> Community Services  <b>STAFF PRESENTER:</b> Bryan Hughes, Community Services Director  <b>SUBJECT:</b> Active Transportation Plan Adoption		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> <b>Regulatory</b> <input type="checkbox"/> <b>1<sup>st</sup> Reading</b> <input type="checkbox"/> <b>2<sup>nd</sup> Reading</b> <input type="checkbox"/> <b>Other</b>
<b>STRATEGIC PLAN REFERENCE:</b> <input checked="" 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:**

Adoption of the Active Transportation Plan

**BACKGROUND/DISCUSSION:**

The Town was awarded a grant from the Maricopa Association of Governments (MAG) to produce an Active Transportation Plan (ATP). The ATP focuses on bicycle, pedestrian, and trails connectivity in the community.

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

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

The project began in August 2018 and included public meetings, online and paper surveys, and presentations to Joint Work Sessions of the Planning and Zoning Commission and the Parks and Recreation Advisory Boards. Additionally, there were presentations to the Town Council, the most recent on May 20, 2019, which highlighted

the existing conditions, recommendations for future connectivity, and policy recommendations for sidewalks, bike lanes and trails.

The final plan was presented to the Town Council at the June 17, 2019 meeting. The Active Transportation Plan was required to be completed by the consultant by June 30, 2019 to comply with the grant. Final adoption could take place after that date.

**A VOTE OF NO WOULD MEAN:**

Staff would continue to work with the consultant to amend the plan as desired. Additional funding may be required.

**A VOTE OF YES WOULD MEAN:**

The Active Transportation Plan would be adopted and be included in the update of the Town's General Plan next year.

**FINANCIAL IMPACT:**

The Intergovernmental Agreement (IGA) with the Maricopa Association of Governments was for \$94,943.67. MAG funded 80%, or \$75,954.94, and the Town funded a 20% match, or \$18,988.73. No other funding is necessary to complete the Active Transportation Plan.

**ATTACHMENTS:**

Active Transportation Plan

2019

Town of Florence

# Active Transportation Plan



# TOWN OF FLORENCE ACTIVE TRANSPORTATION PLAN

Prepared for:



Prepared By:

**Michael Baker**

INTERNATIONAL

Michael Baker International  
2929 N. Central Avenue, 8<sup>th</sup> Floor  
Phoenix, AZ 85012

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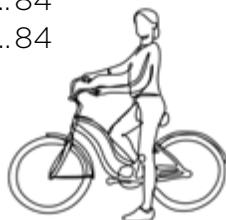


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## I. Introduction

### A. Town of Florence Active Transportation Plan Purpose

The Florence Active Transportation Plan (ATP) will provide the Town with its first ever plan solely focused on the identifying bicycle and pedestrian facilities within the town limits. The Florence ATP will establish clear bicycle and pedestrian paths, trails and routes that provide safe and enhanced connections to and from existing and planned neighborhoods, parks and open spaces, community gathering centers, downtown, government offices, employment centers and other key destinations in Florence.

The Florence ATP will assist the Town in developing and administering policies and procedures necessary to create an integrated bicycle and pedestrian network with existing and planned town roadways, county and ADOT roadways and incoming master planned communities and employers.

The Florence ATP is made possible through grant funding assistance through the Maricopa Association of Governments (MAG) Bicycle and Pedestrian Master Plan/Updates and local Town of Florence contributions.

#### 1. Objectives of the Florence ATP

In addition to the broad plan purpose of creating a safe and effective network of bicycle and pedestrian facilities in Florence, the Technical Advisory Committee, Parks Board, Planning Commission and Florence staff collectively identified and discussed the following plan needs and objectives of this ATP. Plan objectives include (in no particular order):

- 1) Focus on establishing off-street and on-street trail connections from Anthem and Florence Gardens to downtown Florence (specifically provide connection for the youth to the Community Center/ Aquatic Center, and the High School).
- 2) Evaluate the overall mobility potential for the SR 79 corridor, particularly between its intersection with SR 287 and Butte Avenue. Place emphasis on improving pedestrian connectivity from Florence High School to the Community Center, including evaluating the potential for bike lanes.
- 3) Develop an updated hierarchy of trails and paths with detailed cross sections for each.
- 4) Identify a network to accommodate people on road bikes and mountain bikes that are not necessarily desiring the same trail type.
- 5) Identify an appropriate all-weather crossing for OHV trails.
- 6) Establish policies and procedures to limit the improper/illegal use of OHV's on paths and trails that prohibit OHVs.



- 7) Establish policies and procedures to ensure that the future construction/improvement of existing and planned bridge facilities incorporate facilities for people walking and biking.
- 8) Evaluate and recommend path/trail connections from the existing rodeo grounds along SR 79B to downtown Florence.
- 9) Evaluate CART transit stops and offer recommendations for improved accessibility, trail connections and bicycle parking.
- 10) Evaluate and recommend trail connections from all schools to the Community Center.
- 11) Conduct a survey of Florence residents to solicit their input on desired bicycle and pedestrian needs and priorities.
- 12) Evaluate and recommend trail connections to the regional CAP trail.
- 13) Establish policy recommendations to require the incorporation of five-foot sidewalks and bike lanes in all new or “refreshed” Planned Unit Development (PUD) communities.
- 14) Incorporate Crime Prevention Through Environmental Design (CPTED) principals in all relevant plan recommendations.
- 15) Evaluate and recommend appropriate trail connections to the planned regional park southeast of Florence.
- 16) Evaluate the existing mid-block crossing of SR 79B near Florence High School and recommend modifications as needed.
- 17) Develop plan recommendations that can leverage existing and planned paths and trails to promote community events and showcase tourism activities.
- 18) Come into compliance with recently completed Safe Routes to School Studies at Florence K-8 and Anthem K-8.

## B. Study Area Context

Florence is located in central Arizona along the Gila River, at the junction of State Route (SR) 287 and SR 79. Florence is the county seat of Pinal County and is generally considered a focal point in Pinal County for government services, employment and cultural activities. A large percentage of the jobs in Florence are government and detention related positions. It is located midway between the two largest metropolitan areas in Arizona: Phoenix is approximately 61 miles to the northwest and Tucson is approximately 70 miles to the south. See **Figure 1** for additional reference.

The Town of Florence is generally surrounded by unincorporated Pinal County and San Tan Valley to the northwest, the Gila River Indian Community (GRIC) to the west and the City of Coolidge to the southwest. The northern, eastern and southern boundaries of Florence are bordered by a combination of State Trust land, Bureau of Land Management land and privately-owned unincorporated county lands. The Arizona National Guard/Military Reserve owns land north and east of Florence, see **Figure 17** for additional reference.





Major natural landmarks in the area are the Gila River, which flows in a westerly direction north of Downtown, and Poston Butte, which is located northwest of Downtown and is commonly known as “F Mountain”.

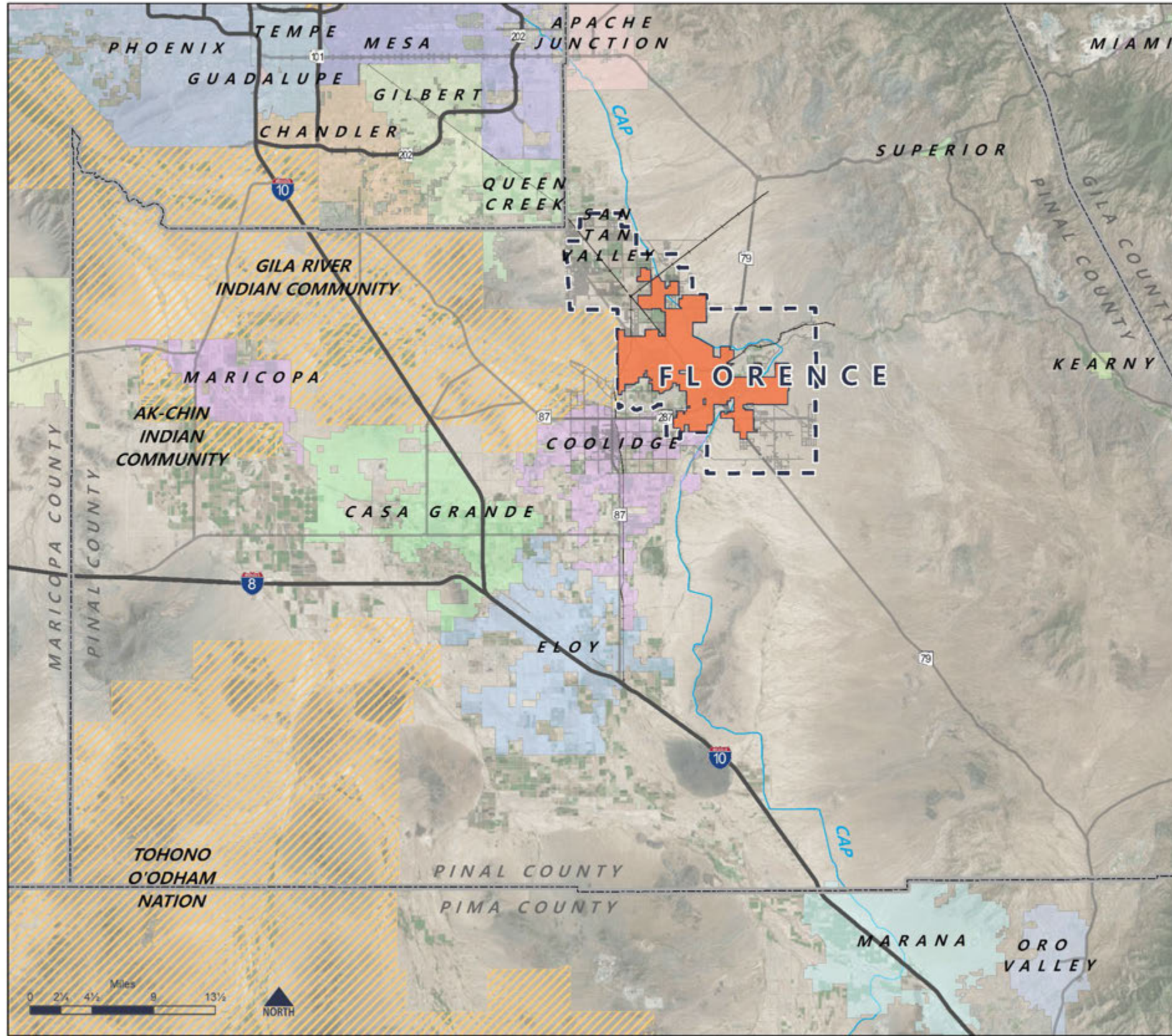
The Town has three distinct residential developments that are geographically separated - Anthem at Merrill Ranch, Florence Gardens area and the “Old Florence” downtown/ Historic District area.



Figure 1: Town of Florence Regional Context Map

# TOWN OF FLORENCE

## Active Transportation Plan



### Legend

- Town of Florence Municipal Limits
- Town of Florence Planning Boundary
- U.S. Highway / State Route
- Interstates
- Railroad
- Counties
- Cities/Towns
- Indian Reservation

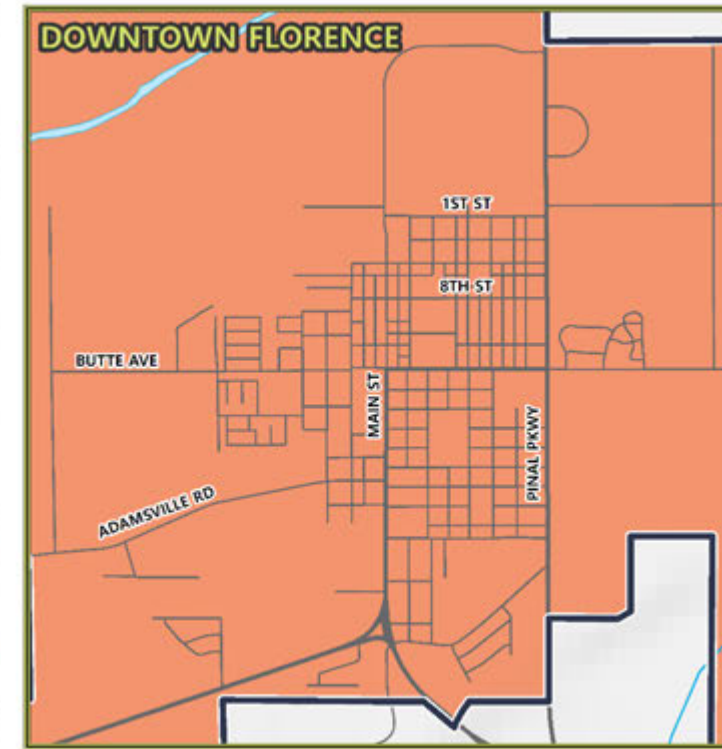
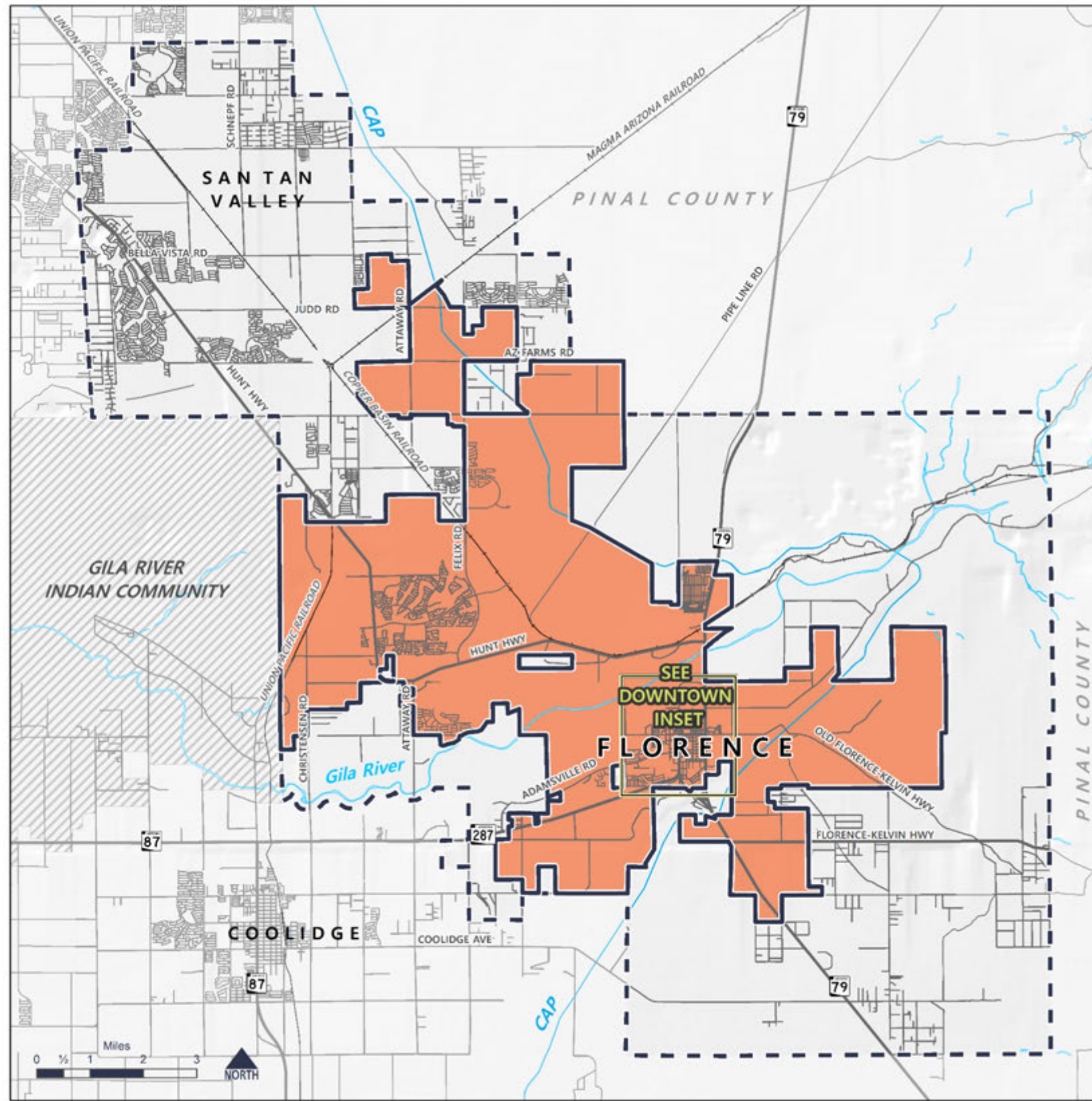
Data Source: Town of Florence, AZGEO Clearinghouse, 2018 TIGER/Line Shapefiles



Figure 2: Active Transportation Plan Study Area

# TOWN OF FLORENCE

Active Transportation Plan



### Legend

- Town of Florence Municipal Limits
- Town of Florence Municipal Planning Area Boundary
- U.S. Highway / State Route
- Local Road
- Railroad

Data Source: Town of Florence, ADOT, AZGEO Clearinghouse



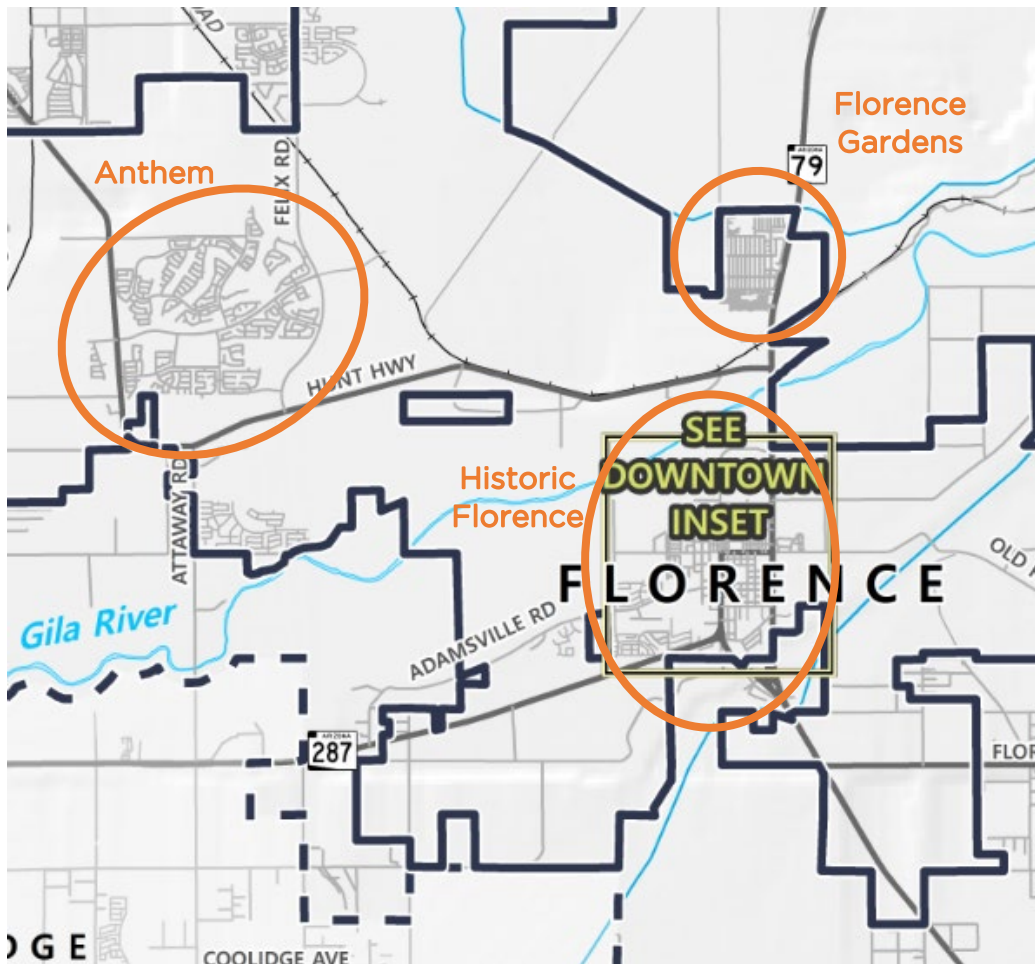
## 1. Town of Florence Incorporated Limits

As illustrated in **Figure 2** above, the Active Transportation Plan study area includes the 62.7 square miles within the Town of Florence incorporated limits, most of which is vacant, undeveloped property.

## 2. Florence's "Development Islands" and Their Connectivity Challenges

One of the key objectives of the Florence ATP is to develop recommendations to promote greater bicycle and pedestrian connectivity between Florence's three primary development areas - or "islands". As a community with extraordinary growth potential (vacant lands) and perhaps only 10% built out, it is not uncommon for communities such as Florence to have individual "development islands" that initially lack interconnectivity, but over time as the community grows, the Florence ATP will identify locations where enhanced connectivity should occur as Florence grows in population and employment.

Figure 3: Development Islands in the Town of Florence



These “islands” include Anthem at Merrill Ranch, Florence Gardens and the Florence downtown historic core and townsite neighborhoods. The vast majority of Florence’s existing population base reside in these three areas. One of the primary objectives of the Florence ATP is to evaluate and recommend bicycle and pedestrian facilities that promote enhanced mobility and connectivity to and from the islands while also being cognizant of how future developing master planned communities will tie into this planned network as well.

### *3. Who are the Town’s Pedestrian and Bicycle Users Today?*

The recent transit survey conducted by the Town identified that over 4% of Florence residents responded that walking or bicycling is the most commonly use form of transportation. Only 1.3% responded that they do not have access to a vehicle. Another 34% responded they travel less than 10 miles to work or school, and 62% of all respondents are age 65 and older.

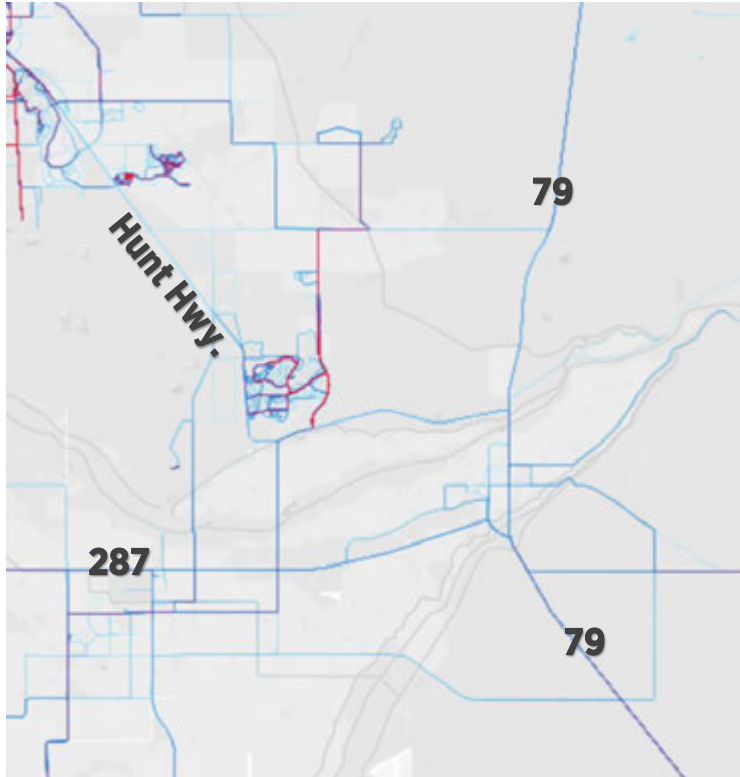
Nationally, according to the Pedestrian and Bicycle Information Center, one in 12 households are “no vehicle” households, yet 10.9% of all trips are made by walking. While this statistic is skewed by densely populated areas such as New York City where driving a car is increasingly less common, it does highlight that when there are destinations to walk to, people generally prefer to walk. According to the National Travel Survey, nearly 40% of all trips are less than two miles which is equivalent to a 30-minute walk or a 10-minute bicycle ride.

**Figure 4** and **Figure 5** below show the level of bicycle and pedestrian activity as heat maps within the Town of Florence. The data provided by Strava is derived from their smart phone app users that have allowed them access to their bicycle and pedestrian travel patterns over the last two years and is updated monthly. Anthem at Merrill Ranch clearly experiences the most frequent bicycle and pedestrian activity in Florence. It is also interesting to note that existing bicycle use on regional roadways is more frequent on SR 79 north and south of Town, and less frequent on Hunt Highway.

Citylab has warned Strava data users of equity concerns since the data is sourced from a social network of athletes that are likely higher income with technology access. This may present data anomalies across rural or lower-income areas where people may be riding, but without smart phones or watches to capture their ride. The state of Florida considers Strava’s data captures approximately 10% of the total trips taken. Strava data, while valuable, cannot equitably be the sole basis for design or routing of facilities but is worth identifying for information purposes.

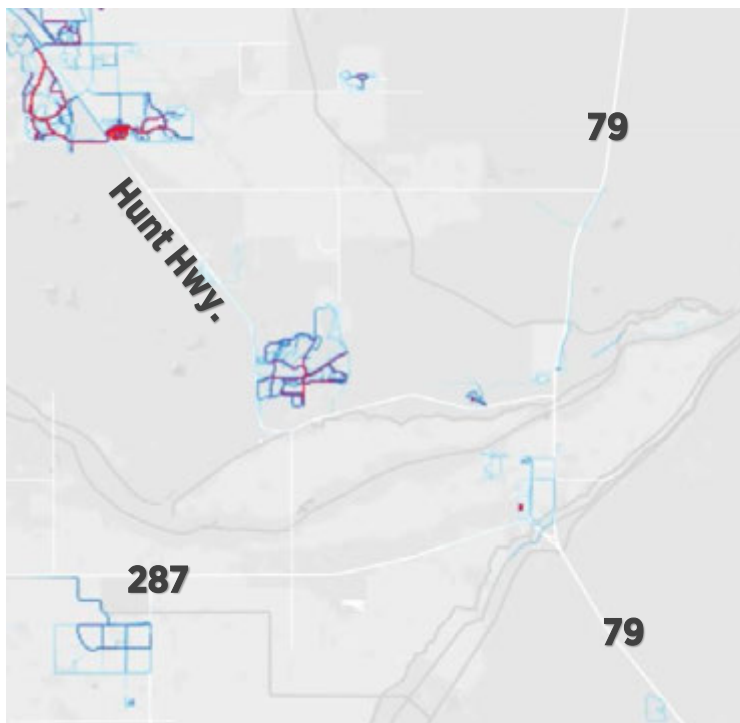


Figure 4: Strava Bicycling Activity Heat Map



SOURCE: STRAVA GLOBAL HEAT MAP

Figure 5: Strava Pedestrian Activity Heat Map



SOURCE: STRAVA GLOBAL HEAT MAP



## C. What is Active Transportation?

Active Transportation is generally defined as human powered movement such as walking and bicycling or using an assistive mobility device. What was once referred to as ‘non-motorized transportation’ has now taken on a new title to capture those that walk and bike to and from destinations, not just those that walk and bike for recreation. What works for recreation, does not always work for destination-based travel. For example, recreational trails often do not connect major employers, nor connect community to community. Both non-motorized recreational use facilities and destination-based non-motorized transportation facilities are part of a successful Active Transportation Network.

## D. What are the Benefits of Active Transportation?

### 1. *Healthy, Safe & Connected Community*

America continues to fight an obesity crisis, and the percentage of the overweight or obese population is continually increasing across all genders, races, and income levels. According to the *Bicycling and Walking in the United States 2016 Benchmarking Report* created by the League of American Bicyclists, over 65% of the adult population had a body mass index “above a healthy level for their height and weight” in 2013, and nearly 30% were at or above the level of obesity.

While physical health is an obvious benefit from an active lifestyle, the above report states that bicycling and walking have been shown to produce a greater sense of well-being over other transportation modes. One study mentioned in the report stated that walking was perceived as less stressful than driving or taking transit, and 67% of bicycling and pedestrian commuters reported enjoying their commute versus 58% of vehicle commuters.

As noted above, Florence will experience tremendous incremental growth over the next few decades and now is the time to plan and provide policy guidance to establish bicycle and pedestrian connectivity between existing and planned residential, employment and recreational areas. A handful of various real estate surveys of prospective homebuyers have suggested that paths and trails are frequently pointed to as the most desirable amenity when looking for a new home.

### 2. *Healthy Wallets*

The personal automobile in America once meant freedom and status, but vehicle costs can be burdensome, and behaviors are changing as a result. According to the U.S. Department of Labor’s U.S. Bureau of Labor Statistics (September 2018), the average vehicle costs \$9,576 per year to own and operate (\$4,054 for purchasing, \$1,968 in gasoline and motor oil expenses, and \$3,554 in other vehicle-related costs). During the last recession, bicycle commuting saw a major increase as people driving opted for a

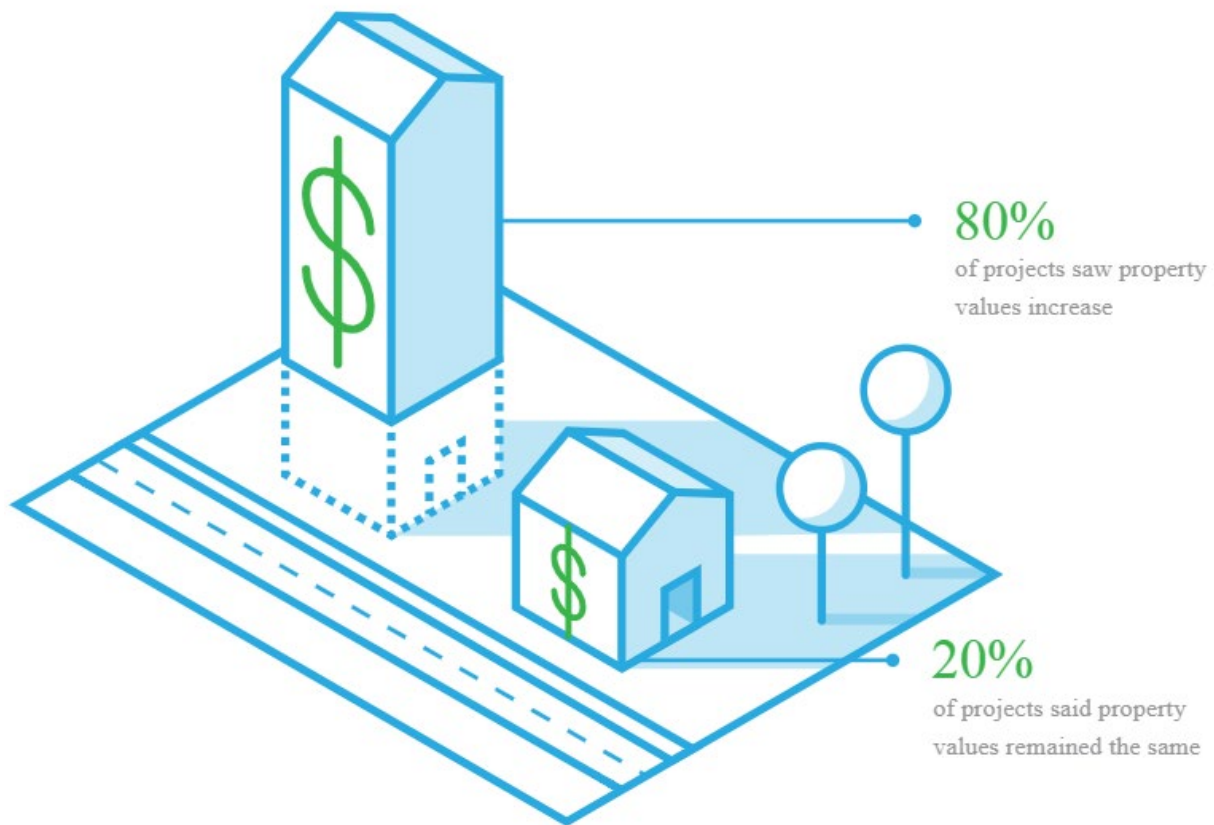


less expensive form of travel. Using alternative modes including transit saves money but riding a bike or walking can save vehicle costs as well as fitness related expenses resulting in an increased savings for the user. As personal vehicle and individual health costs decrease, disposable income increases allowing for more money to be funneled back into the local economy.

### 3. Healthy Market

Communities with strong Active Transportation Networks typically have a strong tourism economy, attract higher profile employers and a talented, educated workforce, benefit from increased property values, and maintain a strong small business culture. Complete Streets projects are specifically reported as having improved property values at a rate of 80%, while the remaining 20% maintained their property values. There have been no reported losses of property value regarding these popular street improvements (see **Figure 6**).

Figure 6: Positive Impact of Complete Streets Projects



SOURCE: BICYCLING AND WALKING IN THE UNITED STATES 2016 BENCHMARKING REPORT





## E. Florence ATP Planning Framework + National Goals & Trends

### 1. The 6E's Framework

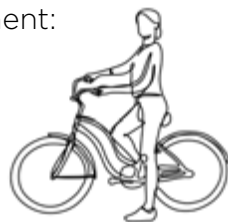
The following framework is a comprehensive approach to active transportation planning. As unequal access has been discovered as a significant factor in a user's commute, "Equity" was recently added to the once 5 E's. The now 6 E's are as follows:

- **Engineering-** Create pedestrian and bicycle improvements throughout communities and neighborhoods that provide safety and connectivity, keeping in mind that physical environment is key to use. Provide options for all non-motorized users and level of skill, as well as bike parking.
- **Education-** Provide bicycle safety education classes at the community level to ensure knowledge and confidence in all ages. Inform the community about their multi-modal options (maps/ ad campaigns) and educate the community about pedestrian and bicycle friendly driving habits.
- **Encouragement-** Host event-based walking and bicycling promotion such as a walk-a-thon or ciclovía. Open Streets events attract participants of all ages and encourage local spending. National events provide an easy opportunity for encouragement through schools and employers such as National Walk to Work Day (April), National Bike to Work Day (May) and National Walk and Bike to School Day (October).
- **Enforcement-** Ensure law enforcement training is current and increase law enforcement in areas of conflict to enforce traffic and safety laws. Ensuring there is accurate and ample signage in place for people walking and biking is also key.
- **Equity-** Work to support safe, active, and healthy opportunities in underrepresented and vulnerable communities. Ensure facilities are designed for all ages and abilities. Incorporate equity concerns throughout the other E's to understand and address obstacles, create access, and ensure safe and equitable outcomes.
- **Evaluation-** Like equity, this step is applied to all other E's throughout the process. From gathering existing conditions data to conducting surveys gauging community perception, the issues and challenges must first be understood. Trends must be monitored throughout the process, and the success of outcomes must be measured.

### 2. Vision Zero

Vision Zero is a global effort that began in Sweden to reduce the number of fatalities and serious injuries in highway incidents to zero. This concept has been taken a step further across the United States and now aims to reduce the number of fatalities and serious injuries in all traffic incidents. Prioritizing safety above all else is now at the forefront of transportation safety policies in many cities and towns. Tempe is the only city in Arizona that is currently a Vision Zero city.

According to the Pedestrian and Bicycle Information Center located in Chapel Hill, North Carolina, there are five fundamental aspects of a strong Vision Zero Commitment:



1. Recognize traffic deaths and severe injuries can be prevented.
2. Focus on protecting human life and health across the transportation system.
3. Create transportation systems that accommodate human error.
4. Prioritize systemic changes rather than individual behavior changes.
5. Recognize and emphasize speed as the main factor of crash severity.

### 3. What's Trending

#### Safety Trends

##### *Bicycle Crashes Across America Are on the Rise*

The number of fatalities amongst people biking reached a national low in 2010, according to data from the National Highway Traffic Safety Administration (NHTSA) Fatality Analysis Reporting System (FARS). Since 2010 however, the number of fatalities amongst people biking has increased to 840 in 2016, an increase of 32.6%. Between 2013 and 2014 the country saw a 3% decline in fatalities amongst people biking, but without accurate data for rider behaviors, it can't be known what the cause truly is. The Federal Highway Administration (FHWA) created the Course on Bicycle and Pedestrian Transportation. Based on a sampling across the nation, they found that people on bikes were at fault in nearly half of crashes with motor vehicles. People on bikes across the country need education about laws and safety. The most cited factors in bicycle related crashes sampled were: failure to yield, riding against traffic, stop sign violations, and safe movement violations. Younger people on bikes were also found to be more likely at fault. People driving were more likely to be at fault when older riders were involved in crashes.



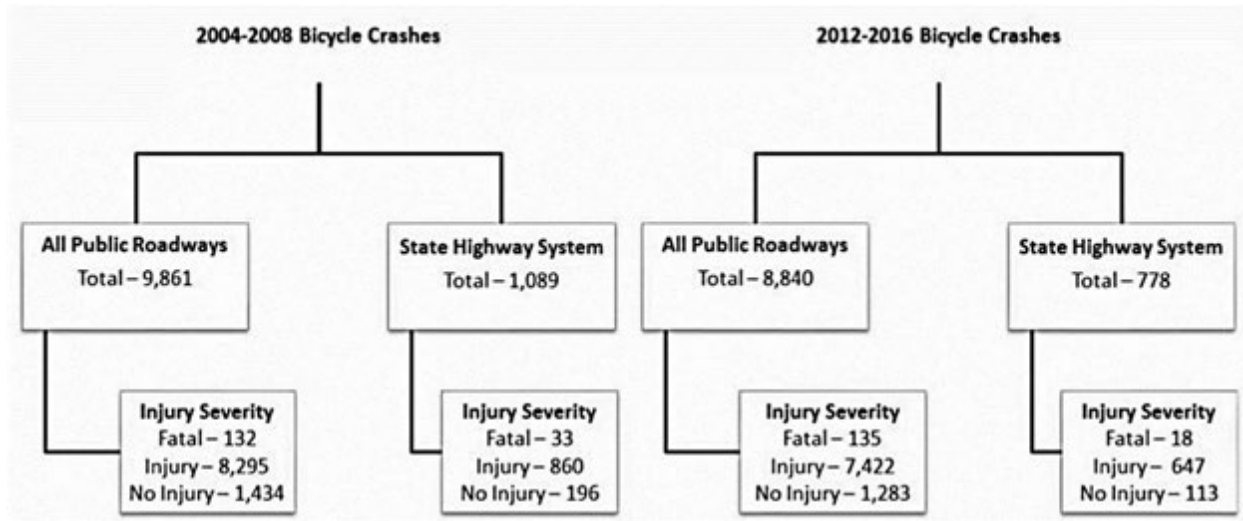
##### *Arizona is Improving*

According to ADOT's Bicyclist Safety Action Plan 2018 in 2015, the most recent year of published data, Arizona had the 9th highest number of fatalities from bicycle motor vehicle crashes in the United States. However, as shown in the following data and **Figure 7** below, Arizona is making progress in Bicyclist safety.

- 8,840 crashes involving people biking (all public roadways) were reported from 2012 to 2016, a 10.4% reduction as compared to the 2004 to 2008 period.
- 778 crashes involving people biking were reported on the State Highway System from 2012 to 2016, a 28.6% reduction from the 2004 to 2008 period.
- Fatalities among people biking decreased from 33 (2004 to 2008 period) to 18 (2012 to 2016 period), a 45.4% reduction.



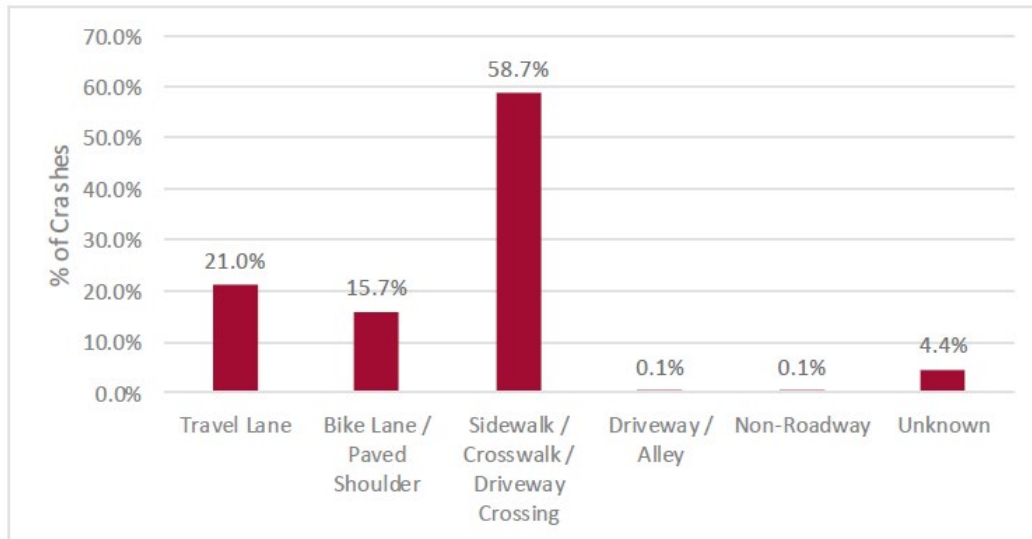
Figure 7: Statewide Crash Trend Comparison- People Biking



SOURCE: ADOT BICYCLIST SAFETY ACTION PLAN 2018

Despite the changes seen across the state, the issues at the national level are reflected locally as well in the causes of and circumstances involved in crashes. While riders are expected to ride with traffic, 49.5% of all bicycle related crashes in Arizona between 2012 and 2016 were people riding bikes facing traffic. Another 58.7% of crashes were involving the sidewalk/ driveway or crosswalk crossing (see *Figure 8*). This reflects a similar need for bicyclist education.

Figure 8: Crashes by Bicyclist Position



SOURCE: ADOT BICYCLIST SAFETY ACTION PLAN 2018

While safety appears to be increasing for people biking in Arizona, it has been steadily decreasing for people walking. The National Transportation Safety Board ranked Arizona 5<sup>th</sup> in the nation for pedestrian related deaths, while ADOT’s Pedestrian Safety Action Plan reports pedestrian deaths have only increased near the State Highway



System. In September 2018, the City of Phoenix reported 69 pedestrian deaths for that nine-month period.

**User Trends**

**Supporting Women**

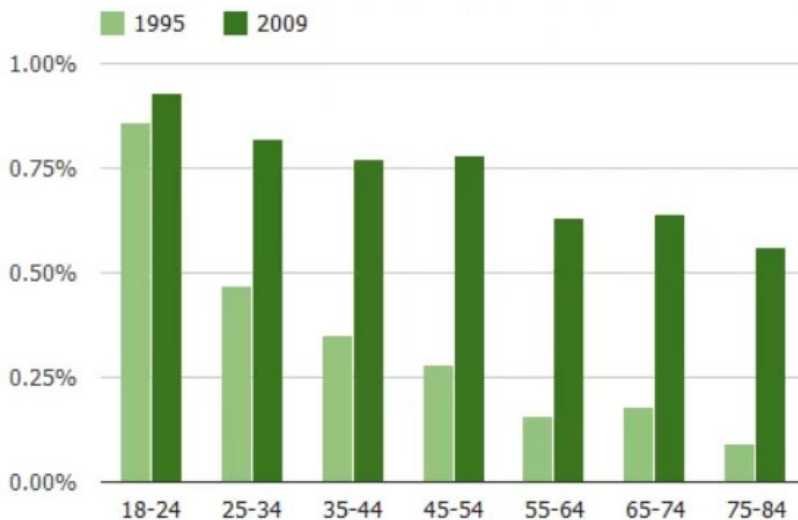
The Census Bureau reports that the rate of males commuting by bicycle is more than double that of females. However, in 2011, according to the League of American Bicyclists report *Women on a Roll*, 1.9 million women regularly commuted to work by bike and overall the number of female bike commuters increased 56% between 2007 and 2011. Overall, women are the most underrepresented demographic group of people on bikes, but in an effort to change that, the League of American Bicyclists recommends the following 5 C’s:

1. Comfort- bicycling should feel safe and be enticing
2. Convenience- women have a unique role in the household and with childcare. This should be considered with access, as well as facility type (i.e. stroller and child friendly)
3. Confidence- provide the right instruction and support.
4. Consumer Products- women make up 50% of consumers, and 50% of all women are in control of their household finances.
5. Community- creating a social network for women can ensure their participation.

**Supporting Age**

The US Department of Transportation’s National Household Survey reported that people 50 years and older completed 830 million bike rides (2.6 billion miles) in 2009, up from 175 million rides (400 million miles) in 1995. In addition, a survey conducted by PeopleforBikes suggested that those 55 years and older ride more (road cycling and trail riding) more than any other adult age group. With more free time, this demographic is eager for safe facilities to maintain an active lifestyle through retirement.

Figure 9: Biking Rates by Age Group, 1995-2009



SOURCE: NATIONAL HOUSEHOLD TRAVEL SURVEY



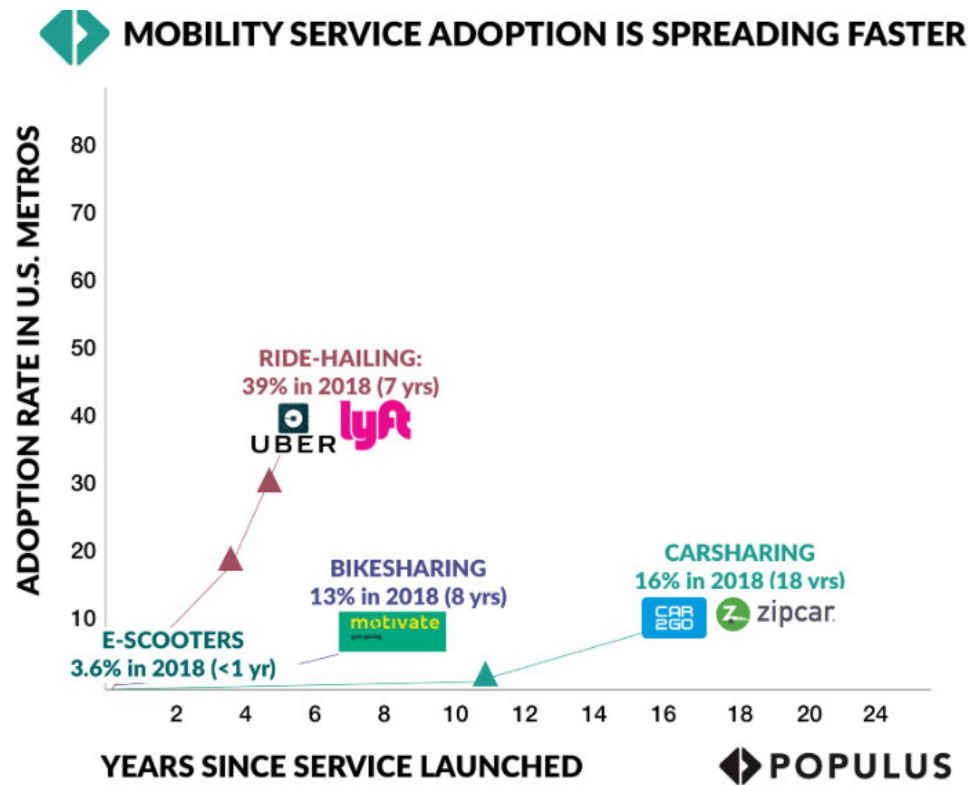
Conversely, our youth are hitting the streets in greater numbers due to the success of the National Safe Routes to School (SRTS) Program. Florence recently completed Safe Routes to School studies at Anthem K-8 and Florence K-8, which provided them with a list of recommendations for the future. The Center for Disease Control reported that over a 3-year period, schools involved in a SRTS program increased walking from 7% - 8% to 15% - 16% and bicycling from 1% - 2%. Not only does this result in safer street and community design, it can reduce traffic and congestion around schools as parents reduce personal vehicle trips during pick-up and drop-off times. When facilities and communities are designed with our most sensitive groups in mind, they become safer for all users.

**Tech Trends**

*Shared Active Transportation Devices/ Micro-Mobility*

Millennials, the largest generation to date, are changing the world in many ways, but the advent of rideshare and other shared active transportation devices may be their greatest impact so far. A 2018 report by Populous entitled *The Micro-Mobility Revolution* delves into the phenomena that is changing transportation faster than policy can keep up. While these shared mobility devices are not available in all communities and may never be, they are introducing more and more travelers and younger generations to a concept thought to be left behind in their childhood.

Figure 10: Growth Rate of Shared Mobility Services



SOURCE: POPULOUS REPORT- THE MICRO-MOBILITY REVOLUTION



## II. Inventory

### A. Previous and Ongoing Studies, Plans and Reports

There are a variety of existing studies and reports that influence and inform the preparation of the Florence ATP. The following studies were reviewed for applicable bicycle and pedestrian facilities, planned parks and regional open spaces, development requirements, design standards, and existing alignments and designations of pedestrian and bicycle routes and facilities in and around Florence.

#### 1. *Town of Florence Parks, Trails & Open Space Plan 2008*

The Florence Parks, Trails and Open Space Master Plan, adopted in 2008, provides information and standards relating to parks and recreation facilities, special use parks, paved and unpaved trails, and trail heads. The report does not address bicycle facilities. Given rapid urbanization and growth within the County, the plan recognizes the importance of preserving large tracts of the Sonoran Desert (the world’s most flora-diverse desert). The plan seeks to improve the Town’s quality of life by providing recreational opportunities, preserving existing resources, defining the open space character, and contributing to the well-being of its communities.



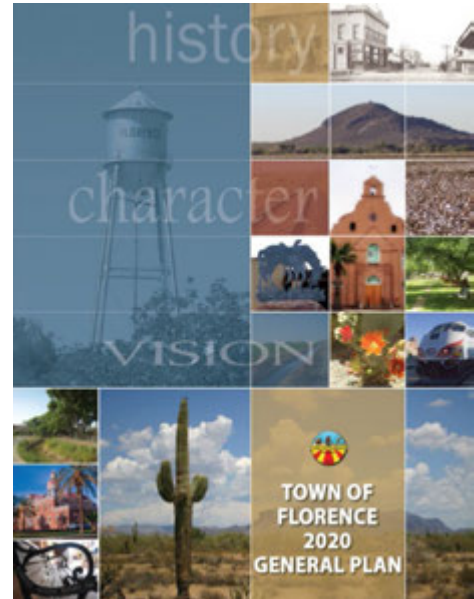
Relative to trails, corridors and connectivity considerations are key to achieving alternative and active transportation mobility throughout the Town. The Master Plan establishes existing and proposed trail types and alignments as well as design guidelines for each trail type and trailhead type. Please see section II.E.1 for additional description of the existing and planned trails in Florence.



## 2. Town of Florence 2020 General Plan

The guiding principles related to pedestrian and bicycle needs include:

- “Promote developments that foster accessibility and connectivity between areas and safely and efficiently accommodate a mixture of cars, bicyclists and pedestrians.”
- “Expand and improve existing pedestrian paths and bikeways to promote health, recreation and connectivity among neighborhoods.”
- “Provide a variety of transportation choices that serve as alternatives to the automobile, including walking, bicycling and transit.”



The Land Use Element, Community Character Element, Circulation Element and the Parks, Trails, and Open Space Element are the only 4 elements that address pedestrian and bicycle needs.

### Land Use Element

The Land Use Element clearly promotes connectivity as Florence grows and develops via pedestrian and bicycle facilities that fit the local landscape and character. Levels of pedestrian and bicycle service as well as access are described in the following land use types:

1. Neighborhood Commercial (NC)- “NC centers should provide convenient pedestrian and bicycle access from adjacent neighborhoods into the center. NC uses should be designed at a pedestrian scale and be supportive of non-vehicular oriented business.”
2. Commercial Centers- “Commercial projects should provide for convenient pedestrian and bicycle access from adjacent neighborhoods into the shopping centers.”
3. Downtown Mixed Use- “Typical uses within this more pedestrian-oriented land use category include retail, entertainment, professional services, restaurants, parks and mid-to-high density residential projects that are part of mixed-use developments.”
4. Freeway Mixed Use Overlay- “Elements in this category include the encouragement of high density commercial, office and residential uses and creating attractive views from the freeway and along streets through building placement, quality architecture, pedestrian-oriented design and pleasant landscaping.”

### Community Character Element

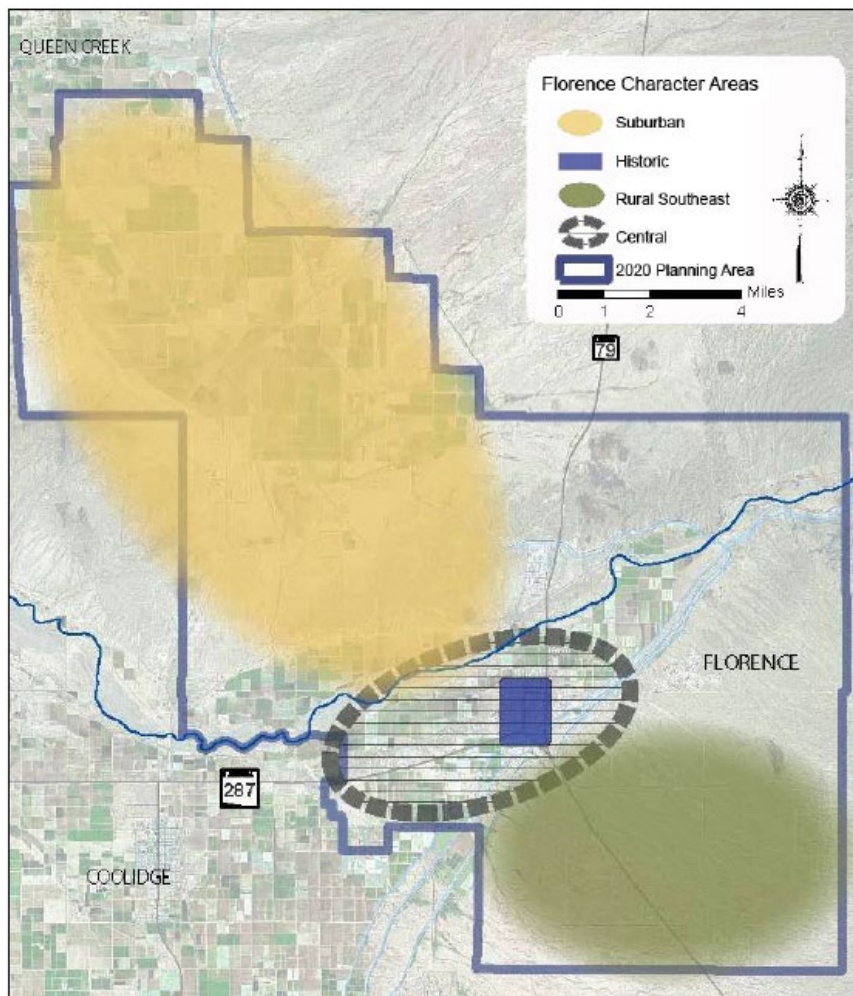
Within the General Plan Community Character Element, there are four recognized character areas with various desired attributes defined.

1. Historic Florence is described as “intended to be discovered on foot, with automobile traffic paying deference to pedestrians.”



2. “While intended to be safe, interesting and attractive for pedestrians, Central Florence is intended to have a balanced mix of transportation modes and accommodate automobile-oriented businesses as long as parking is relegated to the side and rear of buildings.”
3. “Connectivity should be provided to facilitate walking within and between developments in Suburban Florence. Pedestrian, bicycle and equestrian connectivity between Suburban Florence and other parts of town should also be provided through a network of trails. Buildings should be placed close to the sidewalk to create attractive and interesting street frontages that attract pedestrian traffic. Where possible, commercial developments should be placed close to and connected with residential developments to allow for and encourage walking to and from business.”
4. Rural Southeast Florence does not address pedestrian provisions, but instead promotes only the preservation of the dark night sky, as well as the desert landscape allowing only for minimal physical obstructions.

Figure 11: Town of Florence General Plan Character Areas



SOURCE: TOWN OF FLORENCE 2020 GENERAL PLAN





### Circulation Element

Pedestrian and bicycle facilities are referred to as “local in nature” and the CAP canal is described as the only “continuous” facility within the Town. Florence is described as generally lacking in designated routes and paths. This element calls for the encouragement of non-motorized transportation alternatives and refers to AASHTO’s 1999 Guide for the Development of Bicycle facilities, FHWA’s 2000 Manual on Uniform Traffic Control Devices & ADOT’s standards to be followed where applicable. The Element also states that ADA design standards “should” be followed and that the Town is considering adopting a Complete Streets Policy.

Sidewalk expectations in urban areas are described as follows:

- 4 ft. sidewalks “should” be present on both sides of local streets.
- 5 ft. sidewalks “should” be present on both sides of arterial and collector roadways except...
- 6 ft. sidewalks “should” be present both sides of roadways in commercial districts.

Bike Lane expectations are as follows:

- One-way lanes with a combination of signage and striping signifying the designated space.

Bike Route expectations are as follows:

- Designated only with signage signifying the shared space.

Shared Use Paths are defined as a paved bike facility used by all non-motorized modes. Paths are to be 10 ft. minimum (where visibility is limited or there is a high volume of use and mix of users, paths should be 12 ft. minimum) and while concrete is preferred, asphalt is acceptable. Paths are required to be ADA accessible where grades are less than 5%. Routes should provide regional and local connections as well as a variety of loops connecting neighborhoods to destinations and to unpaved trails. There are two types of shared use path described- the Side Path and the Off- Street Path; expectations are as follows:

- Side Path- a physically separated from roadway via open space or physical barrier in either the roadway right-of-way (ROW) or another easement. Sidewalk may be constructed in addition to but is not required.
- Off-Street Path- 10 ft. minimum paved, independent corridor (utility, railroad, canal, wash) requiring special attention at roadway crossing (i.e. enhanced signage and/or lighting, underpass/ overpass treatments, etc.)

### Parks, Trails, and Open Space Element

While the Town’s Parks, Trails, and Open Space Plan of 2008 summarized above goes into much further details regarding trail type and location, the General Plan acknowledges only Unpaved Trails, Backcountry Trails, and Shared Use Paths (section repeated from Circulation Element above). In addition, this element describes Open Space as undeveloped (natural desert) or developed (golf course, retention basin) and



separates parks into three categories: Neighborhood Parks, Community Parks, and Special Use Parks. At the time of its adoption the Town had 6 public parks, 11 parks maintained by private developers, and 84 new parks proposed.

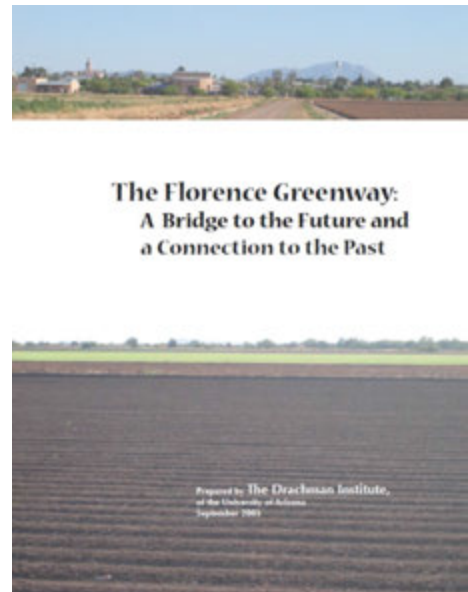
The objectives in this Element that influence the Florence ATP are as follows:

- Develop an on and off-street multi use path and trail system throughout the Town.
- Implement on-street bike lane system throughout town.
- Require private developments to maintain paths and trails to connect the system throughout the Town.
- Monitor progression of path and trail connections to avoid gaps.
- Provide paths and trails in parks and open space owned or leased by Town.
- Develop Town Trail Planner role.
- Develop facilities that enhance historical and cultural attributes of Town and Region.
- Coordinate interconnected path and trail system through area surrounding river for pedestrian and equestrian use.

### *3. Town of Florence Greenway Master Plan*

This plan was created by the Drachman Institute at the University of Arizona in 2005. While it has since been superseded by the above Town of Florence Parks, Trails and Open Space Plan of 2008, there was some useful information to be gleaned from the report.

This Master Plan introduced the concept of a greenway loop around the Town's core that would connect to Adamsville, Florence Gardens, and the community south of Florence-Kelvin Highway while preserving the rural and ecologically sensitive setting. The institute highlighted the significance of the canal system in Florence for active transportation use and called out archaeologically sensitive sites to be mindful of when considering recreational uses and access.



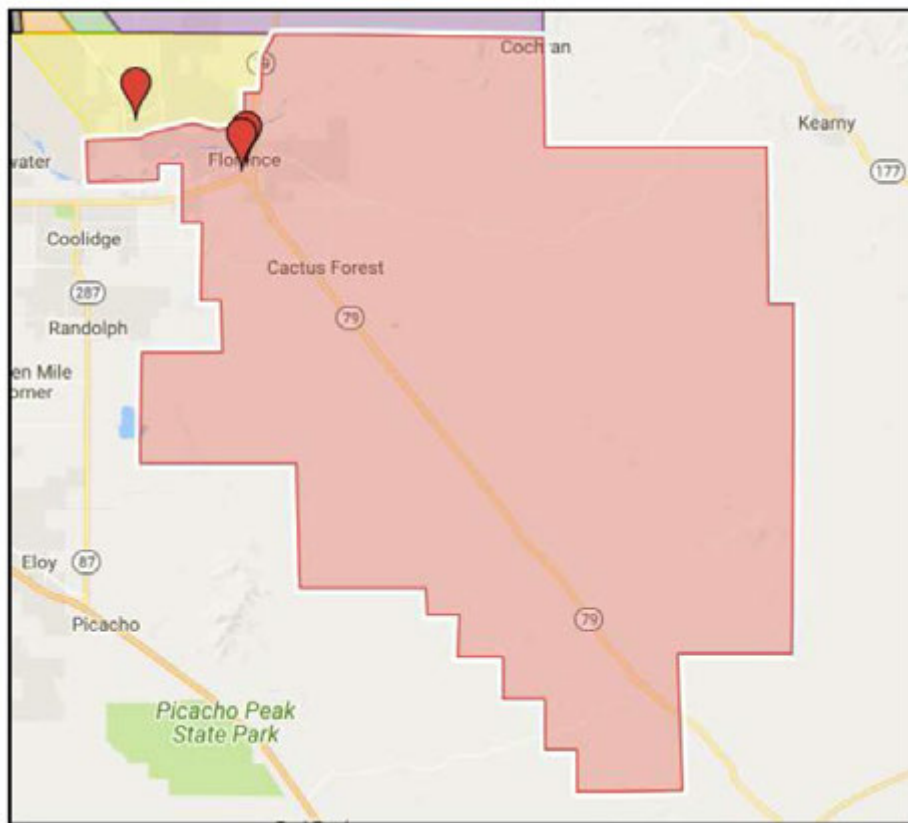
#### 4. Town of Florence K-8 SRTS Report 2018

Maricopa Association of Governments retained Amec Foster Wheeler and Greenlight Traffic Engineering to conduct a Safe Routes to School study for two schools in the Town of Florence.



Located downtown, students walking and/ or bicycling to Florence K-8 school face a variety of challenges; the lack of bicycle lanes, illegal parking by parents obstructing safe pick-up and drop-off procedures, expansive street widths, speeding automobiles, and insufficient ADA facilities are among the most impactful. In addition, the school does not have a school crossing agreement with the Town which can result in a disconnect. Approximately 15% of students walk to school, 2% bike/skateboard/scooter to school, 28% ride the school bus, and 55% are driven to school (family vehicle/car pool).

Figure 12: Florence K-8 Transportation Boundary



SOURCE: FLORENCE K-8 SAFE ROUTES TO SCHOOL REPORT



Completed in May 2018, this study provided the following recommendations to the Town:

- Conduct sign inventory and replacement,
- Restripe existing crosswalks,
- Consider enhanced crossings across Butte Ave. and Main Ave.,
- Move the crosswalk at Main St. to Duron St.,
- Redesign parking facilities on Orlando St.,
- Install bike facilities on Orlando St. and Park St.,
- Conduct needs assessment of pedestrian facilities on Florence Heights Dr.,
- Install speed feedback signs on Butte Ave. and Main St.
- Facilitate walking and bicycling school buses,
- Ensure crossing guard education and supplies,
- Organize volunteer Police Officers to enforce laws surrounding school,
- Conduct curb inventory and improvements, and
- Implement various encouragement and education activities.

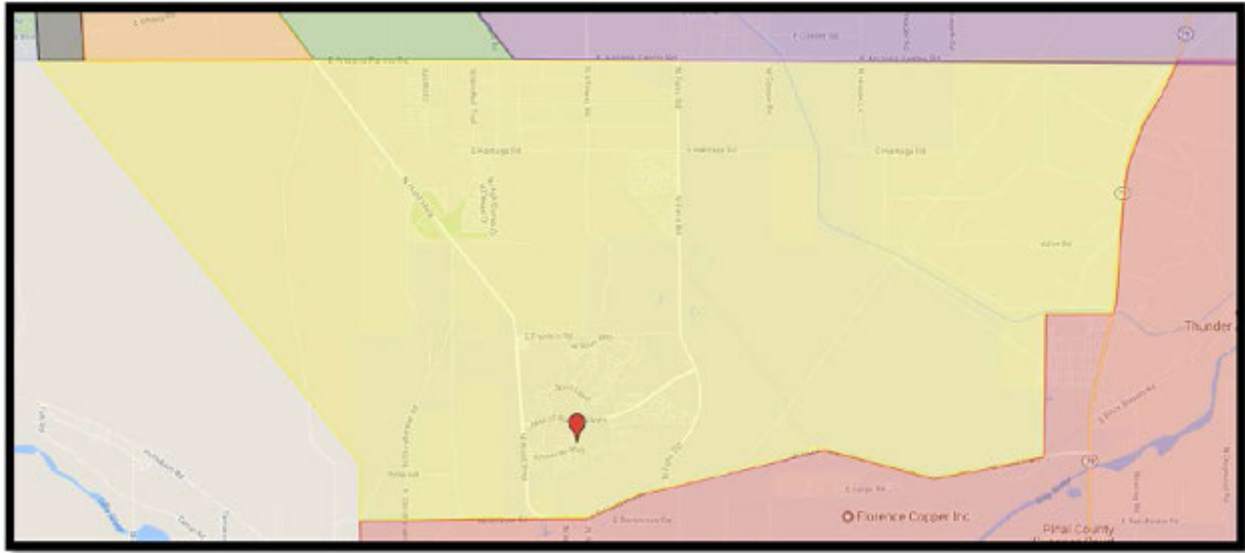
### *5. Town of Florence Anthem SRTS Report 2018*

Maricopa Association of Governments retained Amec Foster Wheeler and Greenlight Traffic Engineering to conduct a Safe Routes to School study for two schools in the Town of Florence.

Students walking and/ or bicycling to the Anthem K-8 school in Anthem at Merrill Ranch are challenged with lacking signage at crosswalks adjacent to the school (and throughout the community), vehicles queuing in both directions on Anthem Way and parents dropping off along Anthem Way in “No Parking Zones”. In addition, the school does not have a school crossing agreement with the Town which can result in a disconnect. Approximately 13% of students walk to school, 8% bike/skateboard/scooter to school, 51% ride the school bus, and 29% are driven to school (family vehicle/car pool).



Figure 13: Anthem K-8 Transportation Boundary



SOURCE: ANTHEM K-8 SAFE ROUTES TO SCHOOL REPORT

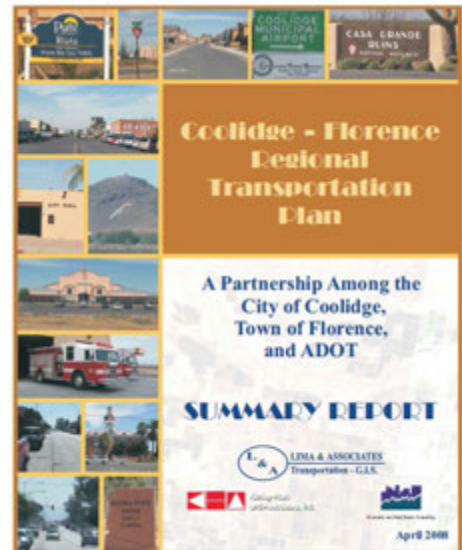
Completed in May 2018, this study provided the following recommendations to the Town:

- Ensure crossing guard education and supplies,
- Implement various encouragement and education activities,
- Add times to school speed limit signage,
- Provide pedestrian and bicycle education,
- Add times to school speed limit signage,
- Utilize a speed feedback trailer,
- Organize volunteer Police Officers to enforce laws surrounding school using radar,
- Restripe lane markings and crosswalks,
- Install stop bars at crosswalk approaches, and
- Update signage.

### 6. Coolidge-Florence Regional Transportation Plan 2008

The RTP identifies several challenges, the solutions for which form the basis of Florence’s transportation plan:

- Considering and preparing for future regional bus, excursion rail and modern streetcar service (By 2025 Florence will have population and employment densities to support commuter rail service along a route between Phoenix and Tucson).
- Setting aside space for community transit center.



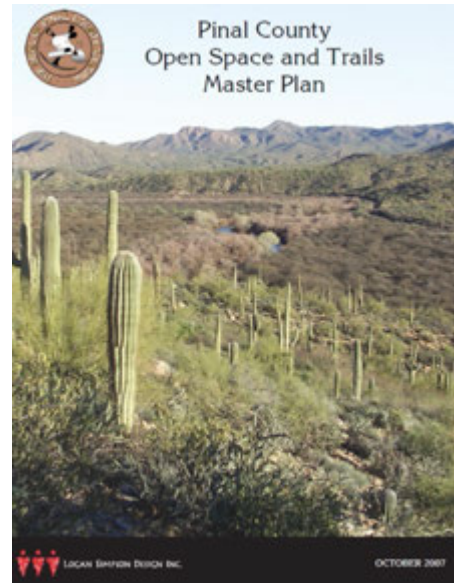
- Facilitating new development in a manner that will support use of transit within the community (Transit Oriented Development).
- Promoting use of rideshare options (vanpools or carpools).
- Preserving adequate rights-of-way for widening of existing roadways and development of new roadways.
- Supporting the Pinal Rides program, participating in the Advisory Council and providing funding.
- Addressing the need to conduct a Transit Feasibility and Implementation Study.

The RTP recommends that implementation of the following transit modes be pursued over the long-term: Dial-A-Ride paratransit service; deviated fixed-route service; regional bus and rail service; commuter rail and excursion rail service. It also recommends the continued coordination with the appropriate organizations and public agencies in the pursuit of inter-regional transit service.

A key element of the RTP influencing this Florence ATP are the Recommended Functional Road Classifications (Figure 4) that, in tandem with the Florence General Plan, identify and formally establish the Town of Florence Roadway Functional Classification System currently guiding the Town's policy and development guidance decisions. Please refer to Figure X for additional illustration of various bicycle lane and sidewalk facilities associated with each Town of Florence roadway cross section.

### *7. Pinal County Open Space and Trails Master (2007) and 2016 Map Update*

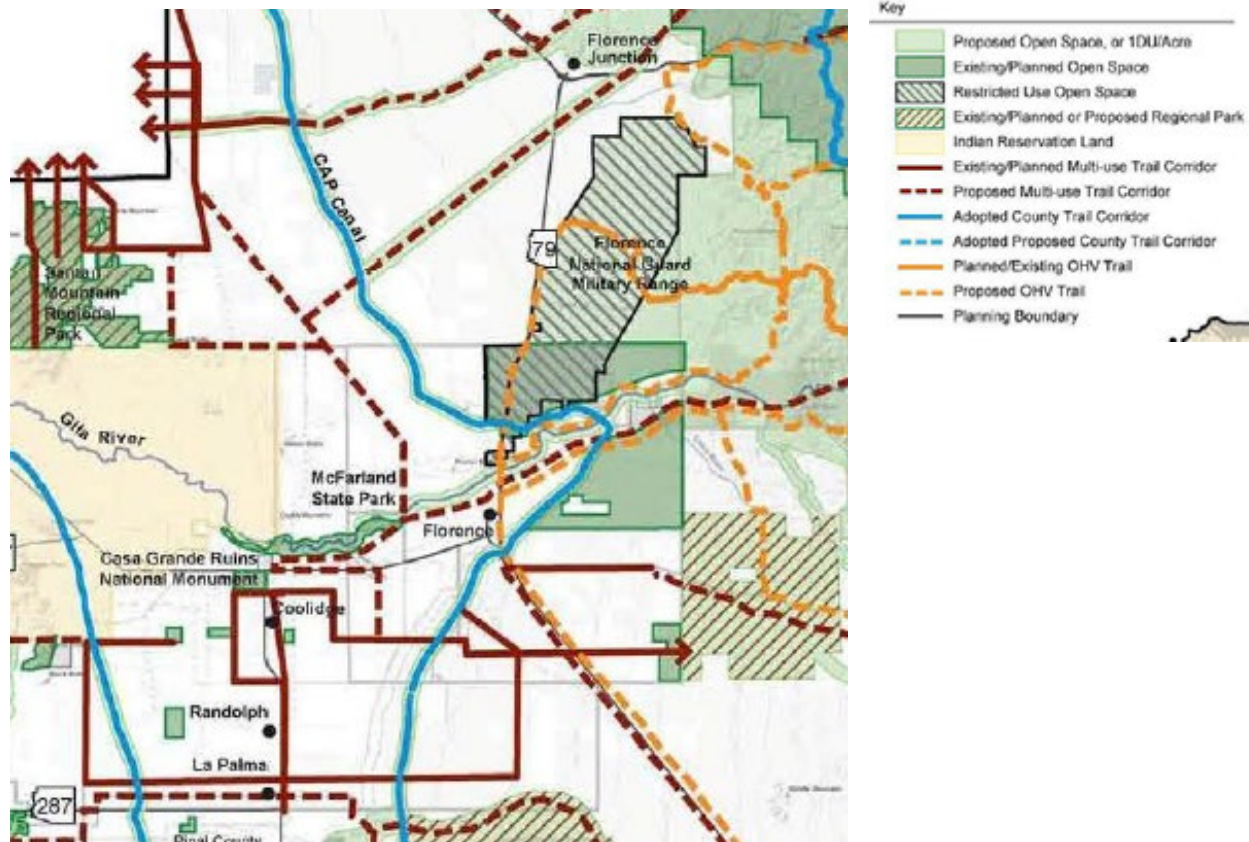
**Figure 14** below shows the final master plan for open space and trails. The plan links existing and planned trail networks to open space areas and corridors throughout the community and adjacent counties. In addition, open space buffers around areas such as Ironwood Forest National Monument and Coronado National Forest will separate roadways from non-motorized trail networks, and designs are intended to enhance the overall safety of the multimodal network, guide growth, and preserve the County's desert and open land. Within the study area, the plan proposes two regional parks and multi-use trail corridors which connect to open space areas and follow the existing transportation and drainage features. The multi-use trail system presented in this plan will guide open space and trail connectivity throughout the County and adjacent recreation areas.



Within the Town of Florence, this Plan identifies the CAP canal as a county trail corridor, a proposed OHV trail along SR 79 (connecting to existing and planned OHV trails east of SR 79), and a proposed multi-use trail corridor along the south bank of the Gila River providing connection to the Casa Grande Ruins National Monument and McFarland State Historic Park.



Figure 14: Pinal County Open Space & Trails Master Plan Update (2016)



### 8. CAP Canal Trail Master Plan Pinal County Segment 2015

The Master Plan for the Pinal County Segment of the Central Arizona Project CAP National Recreation Trail, conducted by McGann & Associates in association with Kittelson & Associates, was completed in November 2015. With Maricopa County and Pima County already having CAP Trails Master Plans established, Pinal County's CAP plan advances the development of the CAP Trails in Pinal County by:

- Defining a specific trail alignment.
- Identifying appropriate points of access.
- Establishing basic standards for trail construction.
- Identifying partners to assist Pinal County with trail construction and maintenance.

Designated by Secretary of the Interior on June 5th, 2003, this 336-mile National Recreation Trail will span from the California/ Arizona border to Pima County. The CAP Trail will also link to other



Prepared by  
McGann & Associates, Landscape Architects  
in association with  
Kittelson & Associates, Civil Engineers

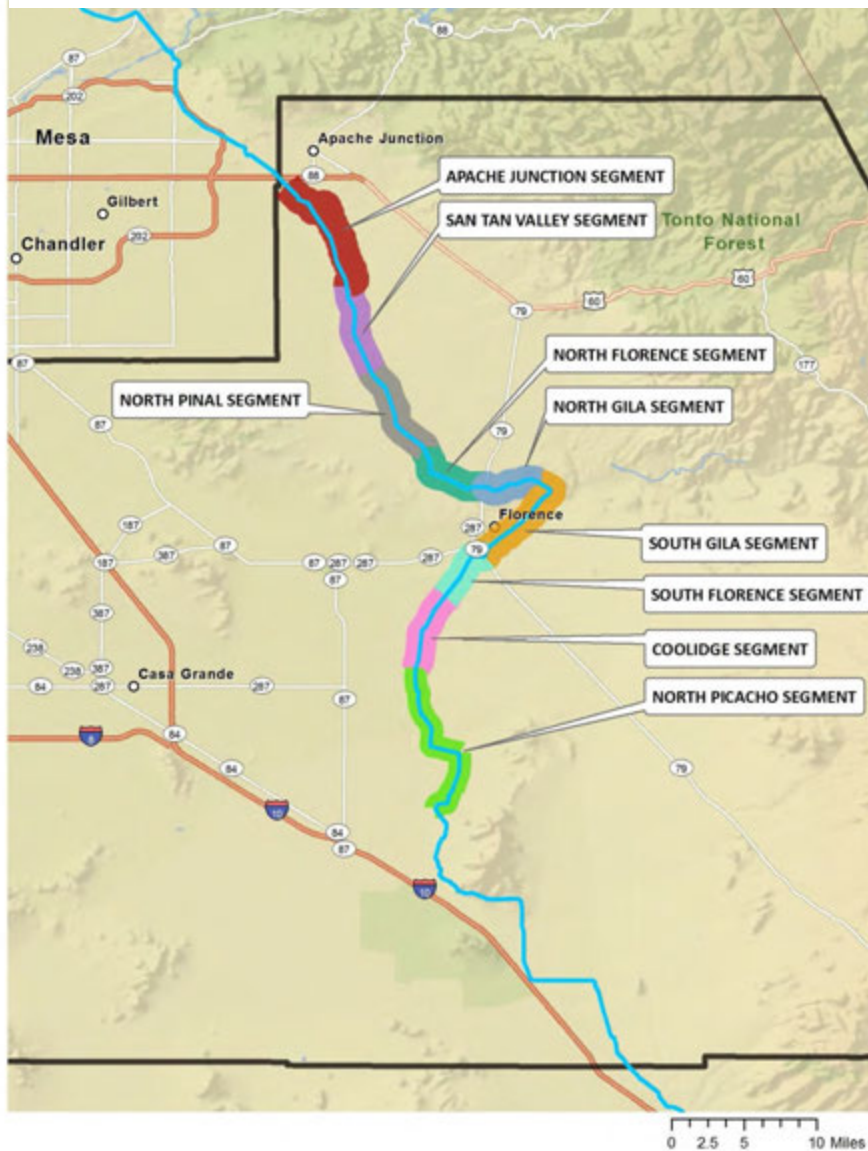


significant trails in their local surroundings including the Sun Corridor Trail, a trail that extends over 1,000 miles from the U.S./ Mexico border to Las Vegas, NV.

While the plan covers all 9 segments of the CAP Canal within Pinal County, 5 segments are within the Town of Florence limits:

- North Pinal Segment (6.2 miles)
- North Florence Segment (5.3 miles)
- North Gila Segment (3.8 miles)
- South Gila Segment (7.2 miles)
- South Florence Segment (3.9 miles)

Figure 15: CAP Canal Trail Master Plan; Pinal County Segment Map



SOURCE: MASTER PLAN FOR THE PINAL COUNTY SEGMENT OF THE CAP NATIONAL RECREATION TRAIL





Each segment will have unique plans and partners for the construction of each segment. The designated segments each have a varying level of complexity. In some locations, the trail is largely in place (doubling as a maintenance roadway), requiring only fencing and gate improvements. Other segments are more challenging due to physical impediments or other features.

The Town of Florence will likely be the lead agency for segments within Town limits according to the plan. While the Town's Parks, Trails, and Open Space Plan suggests the CAP trail is a combination of paved and unpaved segments depending on location and proximity to other amenities such as parks and trailhead access points.

In a January 2019 phone conversation with Kent Taylor, Pinal County Parks and Trails Director, construction is currently underway on the North Picacho Segment (12 miles long) south of the Town of Florence near the Pinal County/ Pima County border that extends north to Park Link Rd. Construction of this trail segment will be completed in the summer of 2019. The next segment that will be constructed will be from Park Link Dr. north to Highway 79 at the southern border of the Town of Florence and is currently undergoing the required environmental clearances prior to construction.

### *9. ADOT Bicyclist Safety Action Plan Update 2018*

The 2018 Bicycle Safety Action Plan (BSAP) consists of an update to the 2012 BSAP that results in a strategic action plan that effectively focuses resources on making the changes that reduce the greatest number of severe injury and fatal bicycle-motor vehicle crashes. ADOT recognizes that the focus of the BSAP identifies and evaluates only a small percentage of the total number of crashes involving people on bikes.

that occur in the state of Arizona because it does not include any crashes off the State Highway System that ADOT owns and operates. The BSAP observes that other agencies and jurisdictions in Arizona will develop their own bicycle safety action plans to meet their respective needs.



The following objectives guide the 2018 BSAP Update development:

- Evaluate the strategies, progress, and effectiveness of the 2012 BSAP to reduce the frequency of bicycle crashes.
- Collect and analyze bicycle crash data on the SHS for the most recent five years available (2012- 2016). Identify crash types and review contributing factors to the crashes.
- Identify high-priority crash locations involving people biking.



- Identify specific steps, actions, and potential countermeasures that, upon implementation and over time, will measurably reduce bicycle crashes, injuries, and fatalities on the SHS.

This study is extensive in nature and includes the following additional topics for discussion and evaluation:

- State Highway System bicycle crash locations
- Bicycle Crash potential assessment
- Priority locations and potential countermeasures
- Evaluation of high crash locations and future possible ADOT five-year Transportation Facilities Construction program
- Funding sources for bicycle infrastructure and programs

Specific to Florence, none of the top priority crash high crash locations (intersections and/or roadway segments in analysis years 2012-2016) on the ADOT SHS occur within the Town of Florence. The closest is in Coolidge at SR 87 and Coolidge Avenue.

Through the bicycle crash potential assessment process conducted by the BSAP, it determined that analysis of high crash potential locations in the future, mileposts 134 to 136.4 on SR 79 in Florence was identified as a high crash potential segment. This segment is adjacent to the downtown along Pinal Parkway.

Additional information of interest to the Florence ATP includes:

- 1) 62.7% of all vehicle-bicycle crashes on the ADOT SHS have no presence of a bicycle facility on the roadway and that there were more crashes in instances where the paved shoulder is greater than/equal to 4 feet (27.2%) versus those roadways with shoulders 4 foot or less (5.5%).
- 2) Nearly 80% of all people on bikes involved in crashes on the ADOT SHS were males.
- 3) The most prominent violation for motorists was failure to yield the right-of-way (20.6 percent) For people on bikes, the most prominent violation was driving/riding in the opposing traffic lane (25.1 percent) and disregarding traffic signals (12.7 percent).
- 4) The BSAP analysis concluded through its investigations the person riding their bike was primarily at fault in nearly 43 percent of the reported crashes. The motorist was judged to be primarily at fault in almost 39 percent of the reported crashes. Both were at fault in 7.7% of the crashes, and fault could not be determined or was not reported in 8.5% of the person riding/person driving crashes.
- 5) Over 58 percent of the reported bicycle crashes occurred when the person biking was riding along the sidewalk, riding in the crosswalk, or crossing a driveway. Twenty-one (21) percent of the crashes included the person riding in the general travel lane (no bicycle lane present).



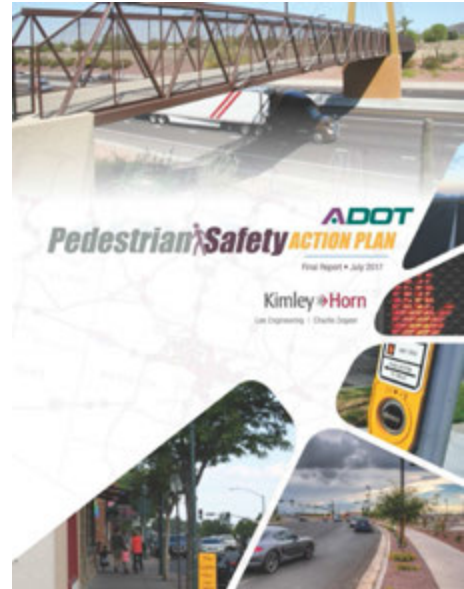
- 6) The crash analysis identified many crashes that occur on the state highway system occur at interstate interchanges with local arterials.

### *10. ADOT Pedestrian Safety Action Plan 2017*

The 2017 Pedestrian Safety Action Plan (PSAP) serves as an update to the 2009 PSAP that provides a strategic action plan that effectively focuses resources to reduce the greatest number of severe injury and fatal pedestrian-motor vehicle crashes on the Arizona State Highway System (SHS).

Like the BSAP, the PSAP addresses only a small percentage of the total number of pedestrian crashes that occur in the state of Arizona. The PSAP was developed under the following objectives:

- Evaluate the framework, strategies, progress, and effectiveness of the 2009 PSAP.
- Collect and analyze pedestrian crash data for the five most recent years available (2011-2015) for crashes that occurred within the ADOT-maintained state highway right-of-way.
- Identify specific steps, actions, and potential countermeasures that, upon implementation, will measurably reduce pedestrian crashes, injuries, and fatalities on the SHS.



A summary of some key findings of the PSAP include:

- 1) Overall, pedestrian-vehicle crashes saw an increase on the SHS in 2011-2015 from analysis years 2002-2006 to 2011. Total pedestrian crashes were on the SHS were up 6.9% on average.
- 2) In an analysis and identification of high priority pedestrian crash roadway segments on the 4 SHS, none are located in the town of Florence.
- 3) Crossing-at-intersection or midblock crashes were the most prevalent crash types in terms of crash frequency.
- 4) The other common crash type fell within the “unusual circumstances” description. It was found that these crashes were the result of a person stepping out of a possibly disabled vehicle on the side of the highway/freeway and getting struck by a vehicle. Nearly 15% of all crashes were categorized in this class and had a 52% severe injury percentage.
- 5) 53% of pedestrian crashes occurred during nighttime or dark conditions. 41% of pedestrian crashes occurred in daylight conditions. Injury severity was increased for crashes occurring at nighttime.



- 6) With Respect to evaluating a pedestrian crash risk assessment of the probability of future pedestrian crashes, no highway segments in the town of Florence were identified as high-risk locations.

### *11. Poston Butte Trail Study*

Poston Butte is a 160-acre open space area with hiking trails to the summit of the butte, where Charles D. Poston, “Father of Arizona,” is entombed. The Town of Florence is currently working with the Bureau of Land Management (BLM) to acquire another 200+ acres adjacent to the butte to preserve additional open space and expand hiking, biking and equestrian trails for recreation use. Proposed trails in the expansion would connect to all future bicycle/pedestrian access points and corridors.



## B. Land Composition & Development Patterns

### 1. Existing Land Ownership

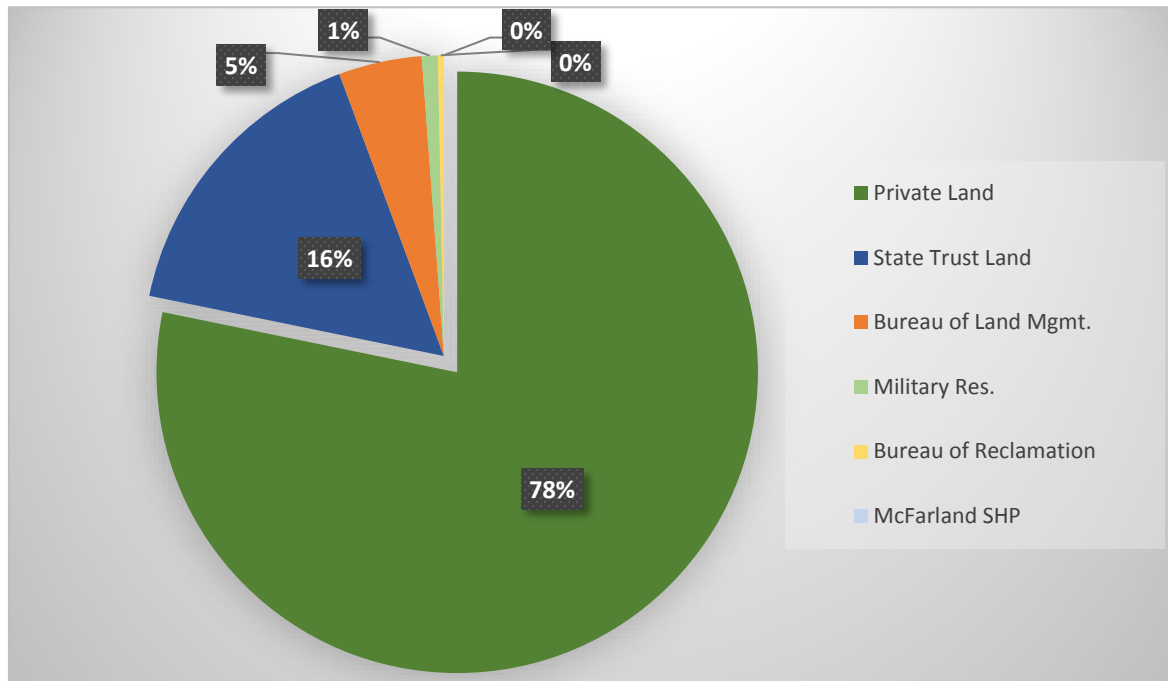
The Town of Florence municipal limits covers approximately 62.7 square miles of land owned and maintained by numerous sources, though privately-owned property is the overwhelming majority covering over ¾ of all properties in the Town limits.

Table 1: Land Ownership

Land Owners	Acreage	Percent
Private Land	31,385.58	78.21
State Trust Land	6,476.07	16.14
Bureau of Land Mgmt.	1,795.19	4.47
Military Res.	344.03	0.86
Bureau of Reclamation	125.20	0.31
McFarland SHP	1.78	0.01
<b>Total</b>	<b>40,127.85</b>	<b>100</b>

SOURCE: BLM 2017

Figure 16: Land Ownership



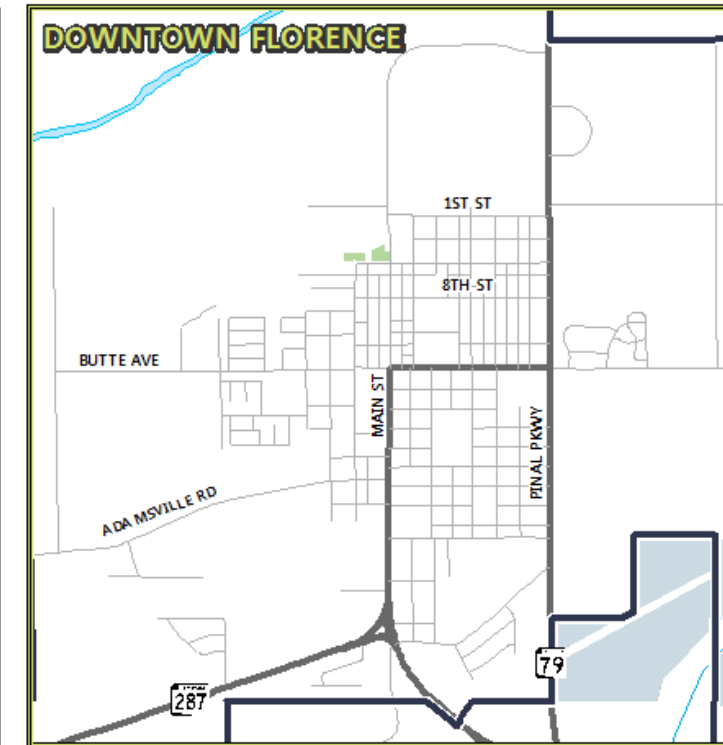
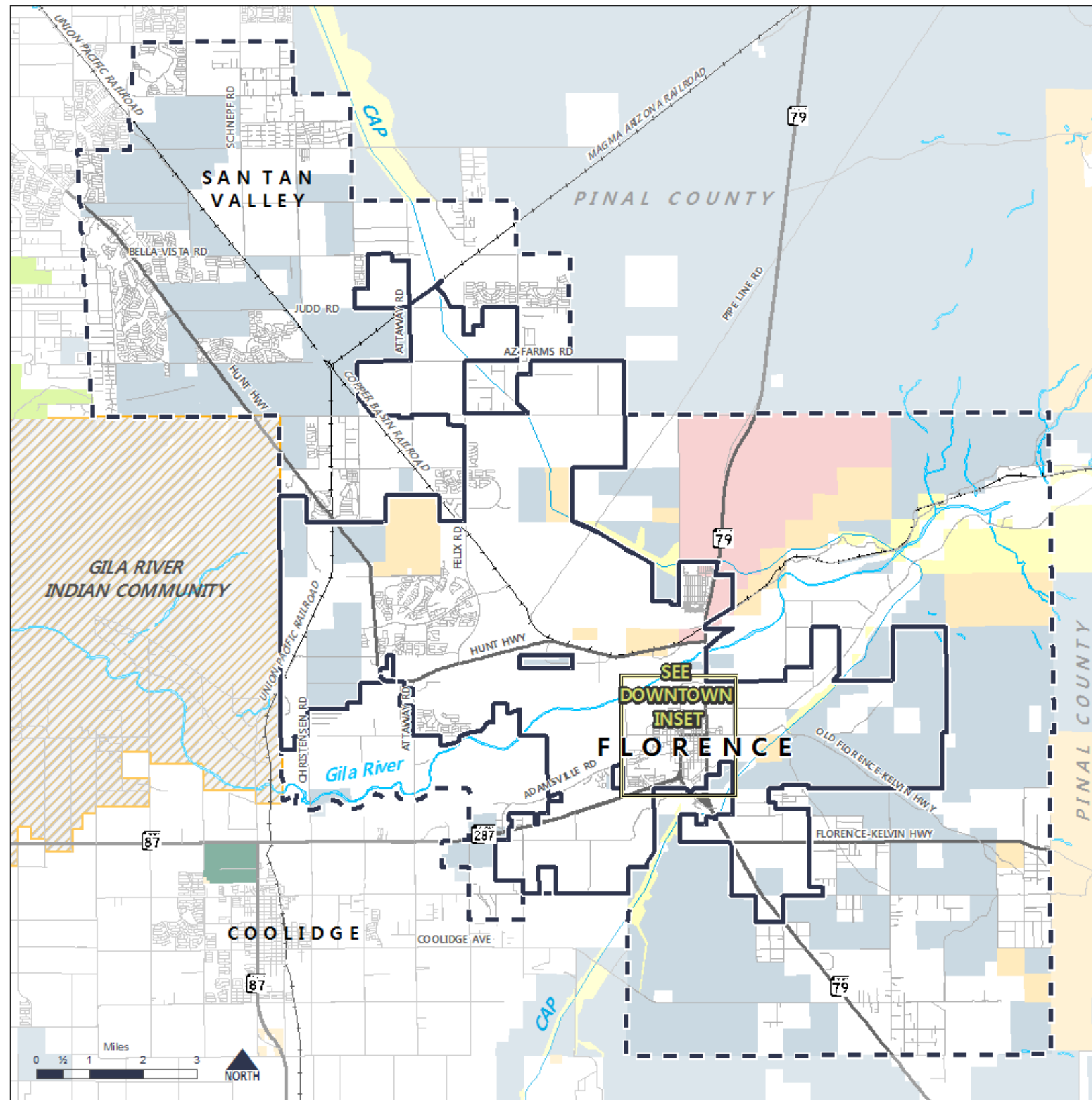
SOURCE: BLM 2017



Figure 17: Land Ownership

# TOWN OF FLORENCE

## Active Transportation Plan



### Legend

- Town of Florence Municipal Limits
- Town of Florence Municipal Planning Area Boundary
- U.S. Highway / State Route
- Local Road
- Railroad

### Land Ownership

- Bureau of Land Management
- Bureau of Reclamation
- State Parks
- Tribal Land
- Military
- National Park Service
- County Land
- State Trust Land
- Private

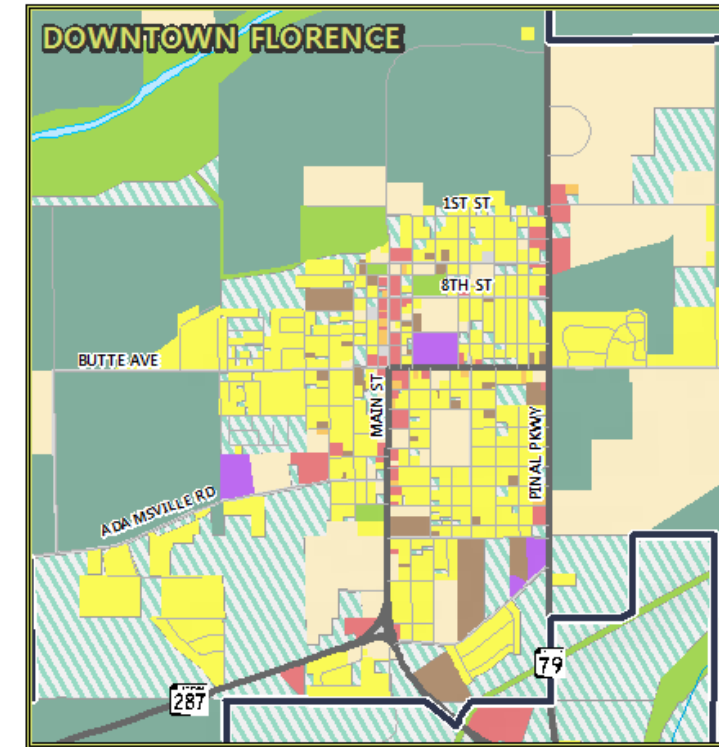
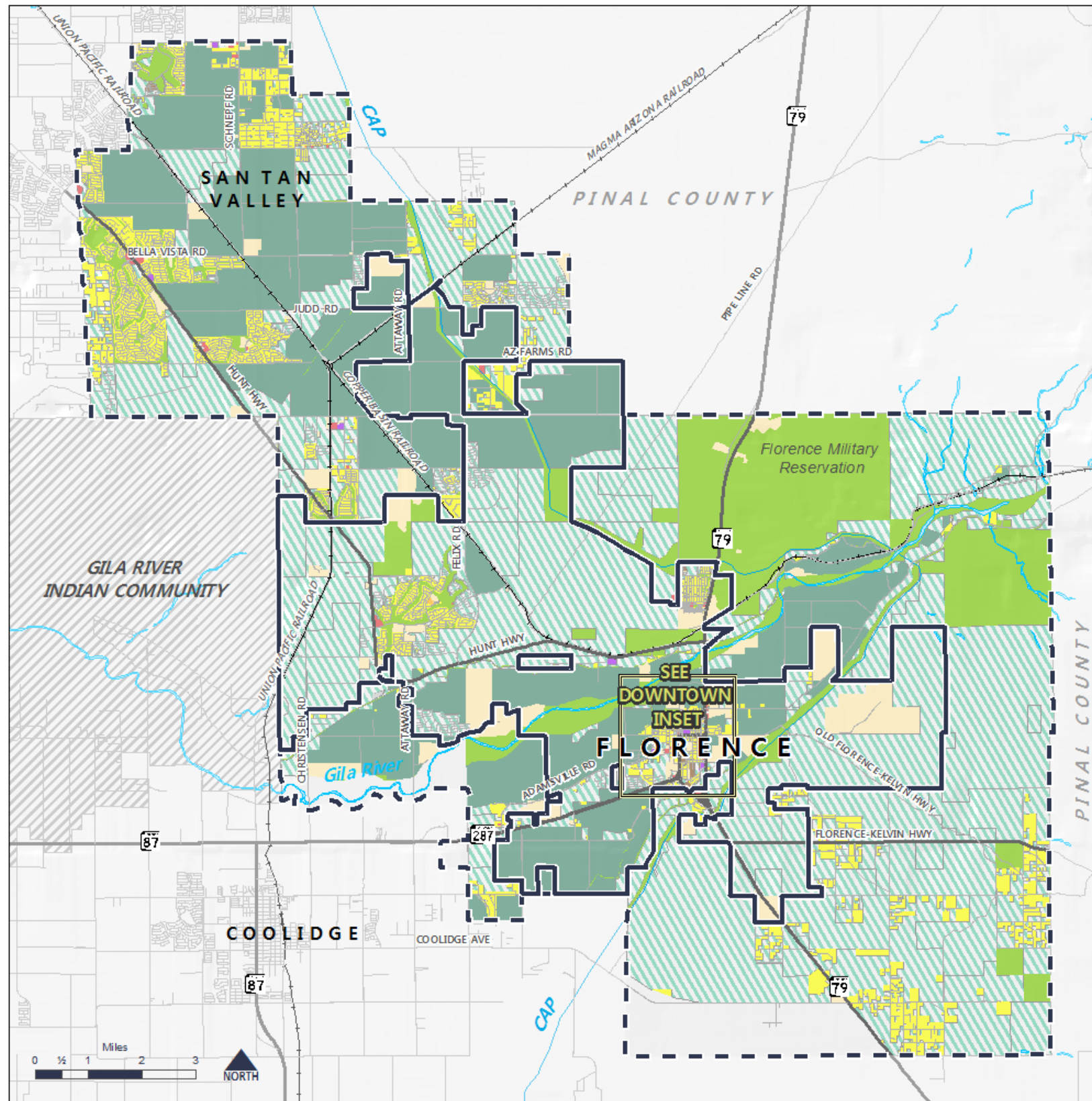
Data Source: Town of Florence, BLM, ADOT, AZGEO Clearinghouse



Figure 18: Town of Florence Existing Land Use

# TOWN OF FLORENCE

Active Transportation Plan



### Legend

- Town of Florence Municipal Limits
- Town of Florence Municipal Planning Area Boundary
- U.S. Highway / State Route
- Local Road
- Railroad

### Existing Land Use

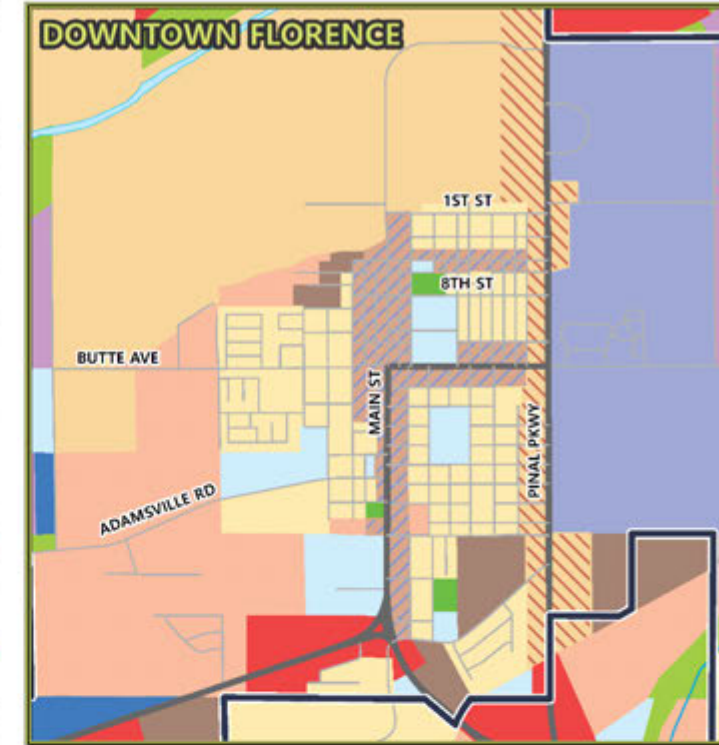
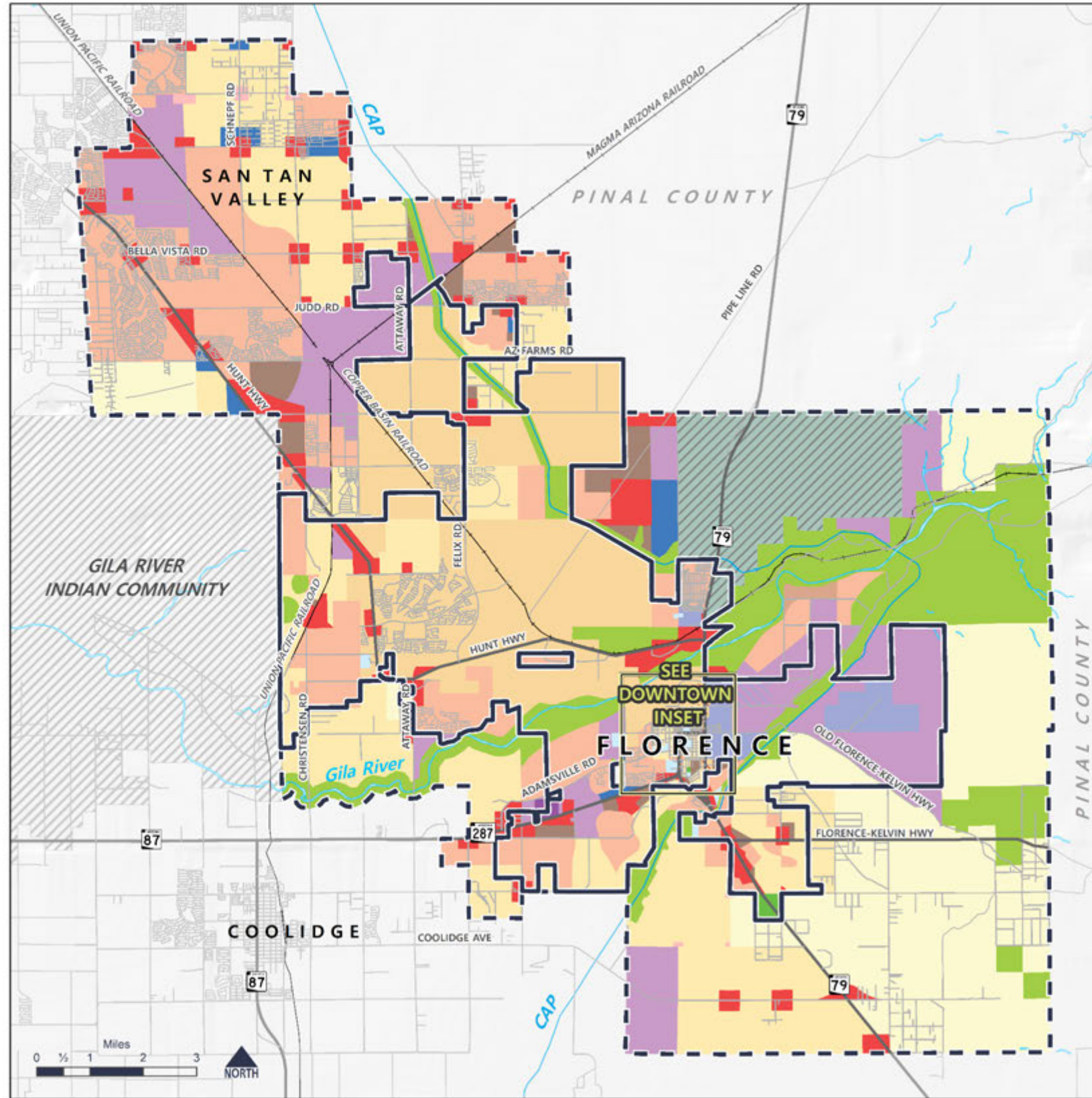
- Agriculture
- Commercial
- Industrial
- Multi Family Residential
- Office
- Open Space
- Other/Public Employment
- Single Family Residential
- Transportation
- Vacant

Data Source: Town of Florence, Maricopa Association of Governments, ADOT, AZGEO Clearinghouse



Figure 19: Town of Florence Future Land Use

**TOWN OF FLORENCE**  
Active Transportation Plan



**Legend**

- Town of Florence Municipal Limits
- Town of Florence Municipal Planning Area Boundary
- U.S. Highway / State Route
- Local Road
- Railroad

**Florence General Plan 2020 Future Land Use**

- |                                    |   |
|------------------------------------|---|
| Community Commercial (CC)          | Master Planned Community (MPC)              |
| Downtown Mixed Use (DMU)           | Military Reservation (MR)                   |
| Employment/Light Industrial (E/LI) | Neighborhood Commercial (NC)                |
| High Density Residential (HDR)     | Open Space (OS)                             |
| Heavy Industrial (HI)              | Prison (P)                                  |
| Highway Mixed Use (HMU)            | Prison/Employment/Light Industrial (P/E/LI) |
| Low Density Residential (LDR)      | Public/Governmental (P/G)                   |
| Medium Density Residential 1(MDR1) | Parks/Recreation (P/R)                      |
| Medium Density Residential (MDR2)  | Professional Office (PO)                    |
|                                    | Rural Ranchette Residential (RRR)           |

Data Source: Town of Florence, ADOT, AZGEO Clearinghouse





## 2. Existing Land Use & Activity Centers

As shown above in **Figure 18** what presently appears as agricultural land and undeveloped desert is primarily privately-owned land containing plans for future master planned communities (or Planned Unit Developments - PUD's). The existing residential areas in the Town of Florence are typically low, or low to medium density residential land uses. Employment is predominantly saturated in the historic core, with some additional employment located in the Anthem at Merrill Ranch community. Anthem at Merrill Ranch is a modern master planned community that currently consists of 2,244 residential dwelling units, and 212,290 sq. ft. of commercial space. Florence Gardens is a manufactured home community platted in the 1960's that contains 800 dwelling units and counting. Florence Gardens is an age restricted community (55 years and older) and reports a winter population of approximately 1,500 with a year-round population of only 350. Please refer to **Table 2** for existing land use areas and percentages.

**Table 2: Existing Land Use**

Land Use	Existing Area (Ac.)	Existing %
Single Family	9,846.79	8.10%
Multi Family	73.76	0.10%
Commercial	239.74	0.20%
Industrial	119.70	0.10%
Office	38.94	0%
Other Employment	8,755.12	7.20%
Mixed Use	0.00	0%
Transportation	1,273.73	1.00%
Open Space	9,886.25	8.10%
Agriculture	31,694.37	26.10%
Vacant	59,567.93	49.00%
<b>Total Acres</b>	<b>121,496.34</b>	<b>-</b>
<b>Total SQMI</b>	<b>189.84</b>	<b>-</b>

SOURCE: MARICOPA ASSOCIATION OF GOVERNMENTS 2016, BY MUNICIPAL PLANNING AREA (MPA)

## 3. Planned Future Land Uses and Florence's Growth Potential

Once considered a bedroom community, the Town of Florence's Future Land Use Plan, a product of the Town's 2020 General Plan, was developed in an effort to strike a balance between housing and employment and achieve a level of environmental, economic, and social sustainability. The plan allows for the Town to achieve their goal of becoming a "Town of neighborhoods" allowing them to keep the small-town rural feel, while providing opportunities for education and economic advancement.

The most prominent General Plan land use categories in the Town of Florence include Master Planned Community (MPC), Medium Density Residential (MDR), Low Density



Residential (LDR), and Employment/Light Industrial (E/LI). Existing Community Commercial (CC) land use is predominantly located along Hunt Highway, SR 287, SR 79, and in the Historic downtown core.

Downtown Florence consists primarily of Master Planned Community (MPC), Medium Density Residential (MDR), and Prison (P) land uses primarily east of SR 79, however it also provides for mixed uses within the Downtown Mixed-Use (DMU), Highway Mixed-Use (HMU), and Prison/ Employment/ Light Industrial (P/E/LI) Mixed-Use areas.

Mixed uses are somewhat new in the Town’s planning efforts. The Downtown Mixed-Use (DMU) designation allows for taller buildings and higher densities than what is presently found along Main Street (SR 79B). Highway Mixed-Use (HMU), intended to create revitalization along SR 79 geared towards commuters, along with multistory structures that include residential use. HMU development will be automobile and non-resident focused, while DMU is more pedestrian in scale and resident focused. While no description is provided for the Prison/ Employment/ Light Industrial (P/E/LI) Mixed-Use areas, it can be inferred that the Town now allows for the combination of employment uses.

A breakdown of the various land use designations and their respective acreages are shown in **Table 3**. Please see **Figure 19** above for a map illustrating the Town’s 2020 General Plan Future Land Uses.

**Table 3: Existing & Future Land Use**

Land Use	Existing Area (Ac.)	Existing %	Future Area (Ac.)	Future %
Single Family	9,846.79	8.10%	59,500.35	49.00%
Multi Family	73.76	0.10%	2,076.65	1.70%
Commercial	239.74	0.20%	4,961.54	4.10%
Industrial	119.70	0.10%	121.54	0.10%
Office	38.94	0%	779.45	0.60%
Other Employment	8,755.12	7.20%	21,563.08	17.70%
Mixed Use	0.00	0%	14,846.88	12.20%
Transportation	1,273.73	1.00%	1,273.85	1.00%
Open Space	9,886.25	8.10%	16,373.15	13.50%
Agriculture	31,694.37	26.10%	0.00	0%
Vacant	59,567.93	49.00%	-	-
<b>Total Acres</b>	<b>121,496.34</b>	<b>-</b>	<b>121,496.34</b>	<b>-</b>
<b>Total SQMI</b>	<b>189.84</b>	<b>-</b>	<b>189.84</b>	<b>-</b>

SOURCE: MARICOPA ASSOCIATION OF GOVERNMENTS 2016, BY MUNICIPAL PLANNING AREA (MPA)



#### 4. Existing Zoning

While the General Plan offers guidance on Florence’s growth for the entire municipal planning area (189 square miles), an evaluation of the existing zoning districts within the town municipal limits (62 square miles) begins to offer a more precise indicator of future mix, density and intensity of land uses that can be expected in the Florence ATP study area.

The Town of Florence currently contains the following zoning district within their Town limits. A breakdown of the various districts and their respective acreages are shown in **Table 4**. Please see **Figure 20** for a map illustrating the existing zoning districts in Florence.

**Table 4: Town of Florence Zoning**

Zoning Category	Acreage	Percentage
Neighborhood Business	18	0.04%
Downtown and Highway Business	366	0.91%
Downtown Commercial	25	0.06%
Light Industrial	1,135	2.83%
Multiple Family Residential	39	0.10%
Manufactured Home Subdivision	340	0.85%
Neighborhood Office	33	0.08%
Multiple Zoning District	46	0.11%
Public/Institutional	69	0.17%
Planned Unit Development	22,232	55.42%
Neighborhood Multi-Family Residential	2,171	5.41%
Single Family Residential (R1-18)	4	0.01%
Single Family Residential (R1-6)	1,159	2.89%
Single Family Ranchette	1,370	3.42%
Rural Agricultural (RA-4)	8,331	20.77%
Rural Agricultural (RA-10)	1,923	4.79%
Recreational Vehicle Park/Subdivision	57	0.14%
Territory Square	799	1.99%
<b>TOTAL</b>	<b>40,117</b>	<b>100%</b>

As **Table 4** illustrates, over one half of the Town of Florence consists of the Planned Unit Development (PUD). The PUD zoning district is primarily designed to accommodate master planned communities that typically consist of a mixture of land uses. Anthem at Merrill Ranch, Florence’s largest and most active PUD is over 3,000 acres and is approved for approximately 9,000 dwelling units. Please refer to **Table 5** for additional description of the various approved PUD’s in the Town of Florence.

The vast majority of the lands in the western and northern reaches of the Florence Town limits consist of the PUD zoning districts which include the Anthem at Merrill



Ranch, Merrill Ranch, Skyview Farms, Aspen/ Palorossa Farms and Walker Butte PUDs. Rural Agriculture (RA-10) zoning predominately covers the eastern reaches of Florence southeast of the CAP canal. Rural Agriculture (RA-4) and PUD (Johnson Ranch Estates) zoning districts include the southern areas of Florence south of the downtown.

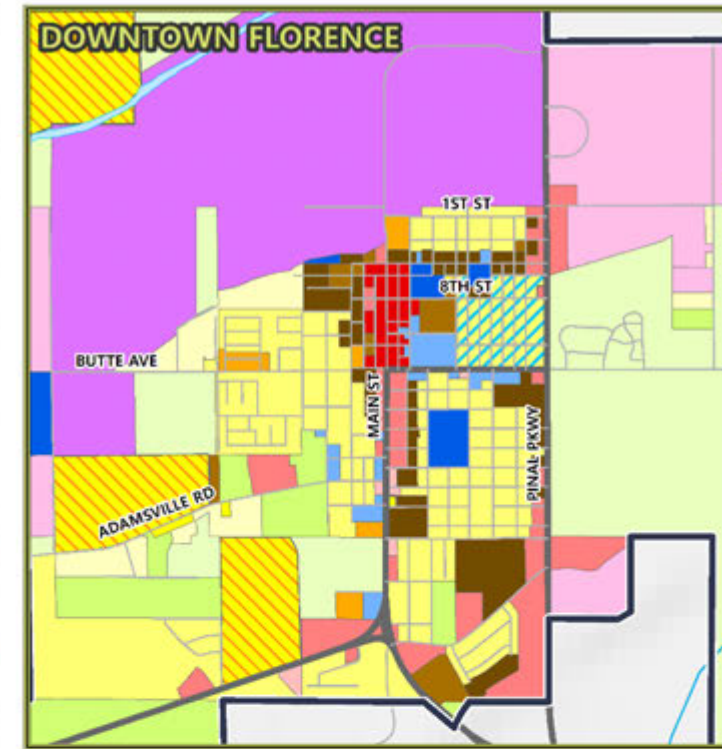
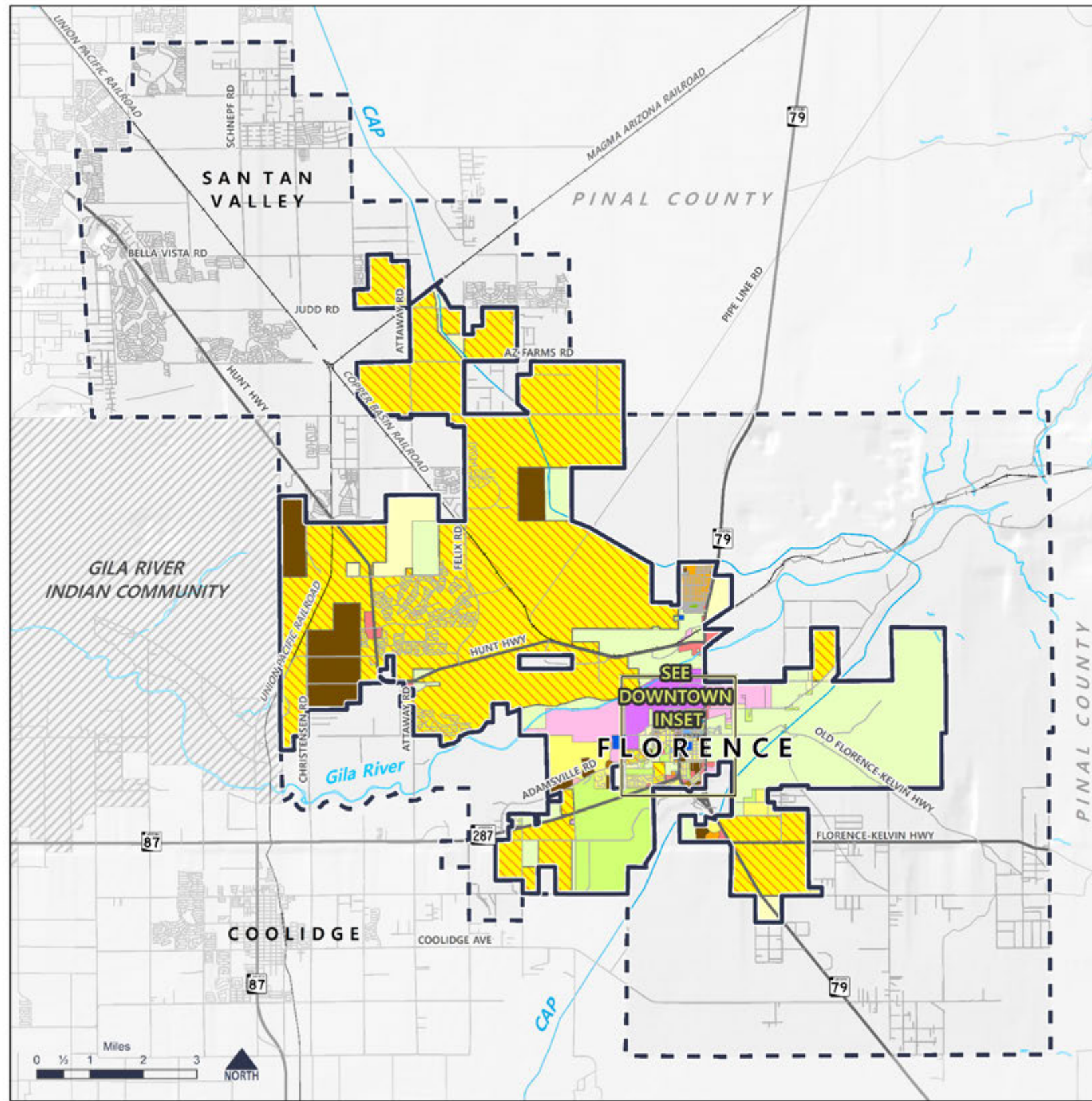
Existing zoning in the downtown area includes a mixture of single family residential (R1-6) for the mature neighborhoods in proximity to Main Street. Existing zoning along the Main Street frontage includes Downtown and Highway Business (B-2)) south of Butte Ave., and Downtown Commercial (DC) north of Butte Ave. Supporting districts in the downtown also include Neighborhood Multi-Family Residential (R-2), Multiple Family Residential (MFR) and Public/Institutional (P/I) that include Pinal County and Town of Florence government buildings and properties. Territory Square (TS) zoning is located along the south bank of the Gila River to approximately Ruggles St. The Territory Square district includes Town Hall, Aquatic Center, Heritage Park and the Community Center and future plans along the river frontage.



Figure 20: Town of Florence Zoning

# TOWN OF FLORENCE

Active Transportation Plan



### Legend

- Town of Florence Municipal Limits
- Town of Florence Municipal Planning Area Boundary
- U.S. Highway / State Route
- Local Road
- Railroad

### Town of Florence Zoning Districts

- |                                     |   |
|-------------------------------------|---|
| Neighborhood Business (B-1)         | Multiple Family Residential (MFR)             |
| Downtown and Highway Business (B-2) | Neighborhood Multi-Family Residential (R-2)   |
| Downtown Commercial (DC)            | Multiple Zoning District (NO, R-2, R1-6, MHS) |
| Rural Agricultural (RA-10)          | Planned Unit Development (PUD)                |
| Rural Agricultural (RA-4)           | Neighborhood Office (NO)                      |
| Single Family Ranchette (R1-R)      | Public/Institutional (P/I)                    |
| Single Family Residential (R1-6)    | Light Industrial (LI)                         |
| Single Family Residential (R1-18)   | Territory Square (TS)                         |
| Manufactured Home Subdivision (MHS) | Recreational Vehicle Park/Subdivision         |

Data Source: Town of Florence, ADOT, AZGEO Clearinghouse



5. Existing, Approved Planned Unit Developments

There are presently 36 approved PUD’s in the Town of Florence which represents over one-half of land area within the Town Municipal Limits. **Table 5** provides a listing of each of the approved PUD’s in Florence. For a map of PUD’s refer to **Figure 27**.

Table 5: Existing/Approved Planned Unit Developments (PUDs)

PUD Name	Acreage	PUD Name	Acreage
Anthem at Merrill Ranch	3318.82	Merrill Ranch	5933.85
Aspen/ Palorossa Farms	1253.20	Mesquite Trails	644.03
Bonnybrooke Solar	318.44	Monterra	916.33
Burnett	0.78	Montessa	30.64
Dobson Farms	1693.53	Nevitt Farms (SRP)	526.79
Dobson Ranch	139.21	Rancho Sendero	41.45
Felix Farms	84.27	Redstone Ranch	29.99
Florence 70	73.04	Rodeo State Land	320.56
Florence Crossing	19.54	Sendera Ranch	398.01
Florence Industrial Park	71.10	Silver State Land	58.48
Freedom Farms	542.42	Skyview Farms	1856.50
Heritage Creek Estates	143.75	SunAire Ranch	107.43
Johnson Ranch Estates	1299.34	Territory Square	812.43
LB Inn	0.69	Twin Peaks State Land	482.93
La Entrada	40.43	Urton Farms	428.68
Magma Ranch (SRP)	72.19	Valley Farms Estate	79.50
Mahoney	9.99	Walker Butte	1700.21
Majestic Ranch	228.98	Western Century	63.33
<b>TOTAL</b>			<b>23,740.86</b>



## C. Demographics & Socioeconomics

### 1. Existing Population

As of July 2017, the Town of Florence has experienced a 2% increase since April 2010 with a total population of 26,074. Included in this total population is an incarcerated population of approximately 16,432 (AZ State Demographer, 2017). The incarcerated population skews other demographic data such as gender, age, population projections and Title VI as seen below in **Table 6** and **Figure 21**. This makes the public participation process of this study more significant. See **Figure 24** for population density.

### 2. Population Projections

The Arizona State Demographers office (Office of Economic Opportunity) identifies Florence with a current population estimate (July 1, 2018) of 27,507. The 2016 MAG Socioeconomic Projections for Florence estimate the total population for the Florence municipal planning area to reach 82,300 by 2020, 106,000 by 2030, 134,300 by 2040, and 164,500 by 2050.

While the MAG future population forecasts may be a bit ambitious, it stands to reason that Florence will continue to experience growth. Now is the time to plan, invest and develop policies and guidelines to leverage public and private investments to incrementally develop bicycle and pedestrian facilities that will help Florence become a premier community for livability and active transportation.

### 3. Households

Approximately 5,472 households exist within the Town limits with a median home value of \$112,100 dollars. The median household income is \$48,919 dollars, lower than Pinal County at \$52,555 and Arizona at \$53,558.

### 4. Title VI Population

To help inform the “Equity” component of the Six E’s throughout the study process, the following information regarding sensitive populations is provided. See **Figure 23**.



Table 6: Title VI Population

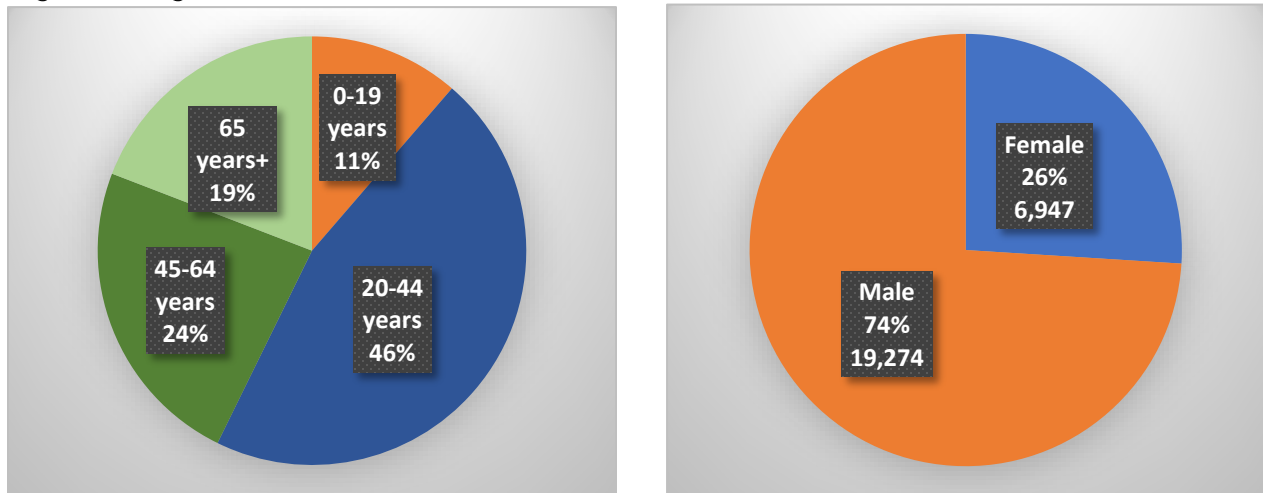
Title VI Population	Number	Percent
Minority	13,233	50.75
Age 65+	5,021	19.26
Female Head of Household (children <18, no husband)	102	0.39
Low Income (persons living below the poverty level)	1,940	7.44
Population with a Disability	1,437	5.51
Limited English Proficient Persons (LEP)	3,760	14.42

SOURCE: UNITED STATES CENSUS BUREAU, AMERICAN COMMUNITY SURVEY 2012-2016 5YR ESTIMATES. LEP NUMBERS PROVIDED BY TOWN OF FLORENCE STAFF.

### 5. Age & Gender

The median age of the population is 40.8 years (higher than Pinal County- 39.2 years and the State- 36 years). For age density see **Figure 24**.

Figure 21: Age & Gender



SOURCE: UNITED STATES CENSUS BUREAU, AMERICAN COMMUNITY SURVEY 2012-2016 5YR ESTIMATES

### 6. Zero Vehicle Households

The vehicle ownership data shown in **Figure 25** reflects residents in Anthem at Merrill Ranch, east Florence (near prisons), south Florence, and the area north of Arizona Farms Road within the Town limits as having 0 to 1% zero vehicle households. Downtown Florence and the Adamsville area residents have 7-11% zero vehicle households, while the remainder of the residents within the Town limits have 2 to 6% zero vehicle households.





## *7. Existing Commuting Patterns*

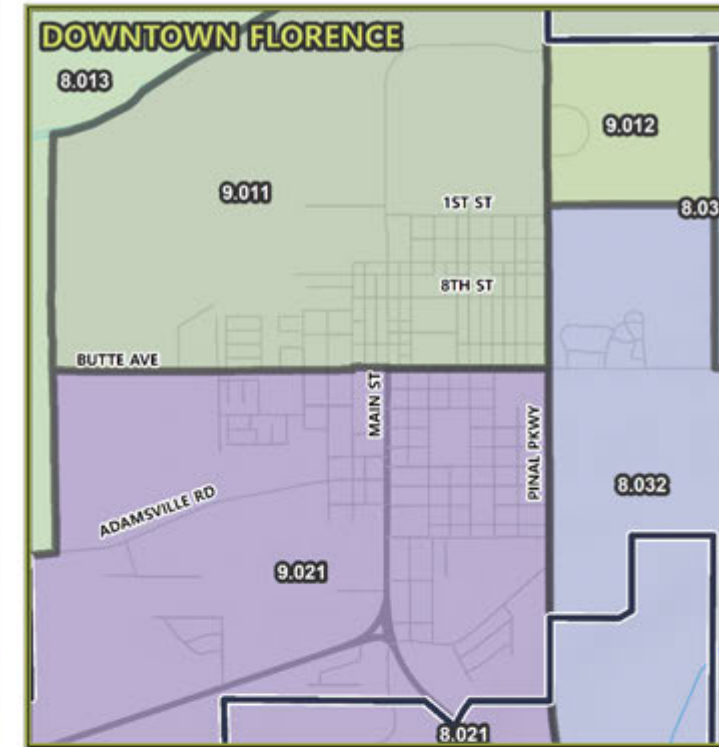
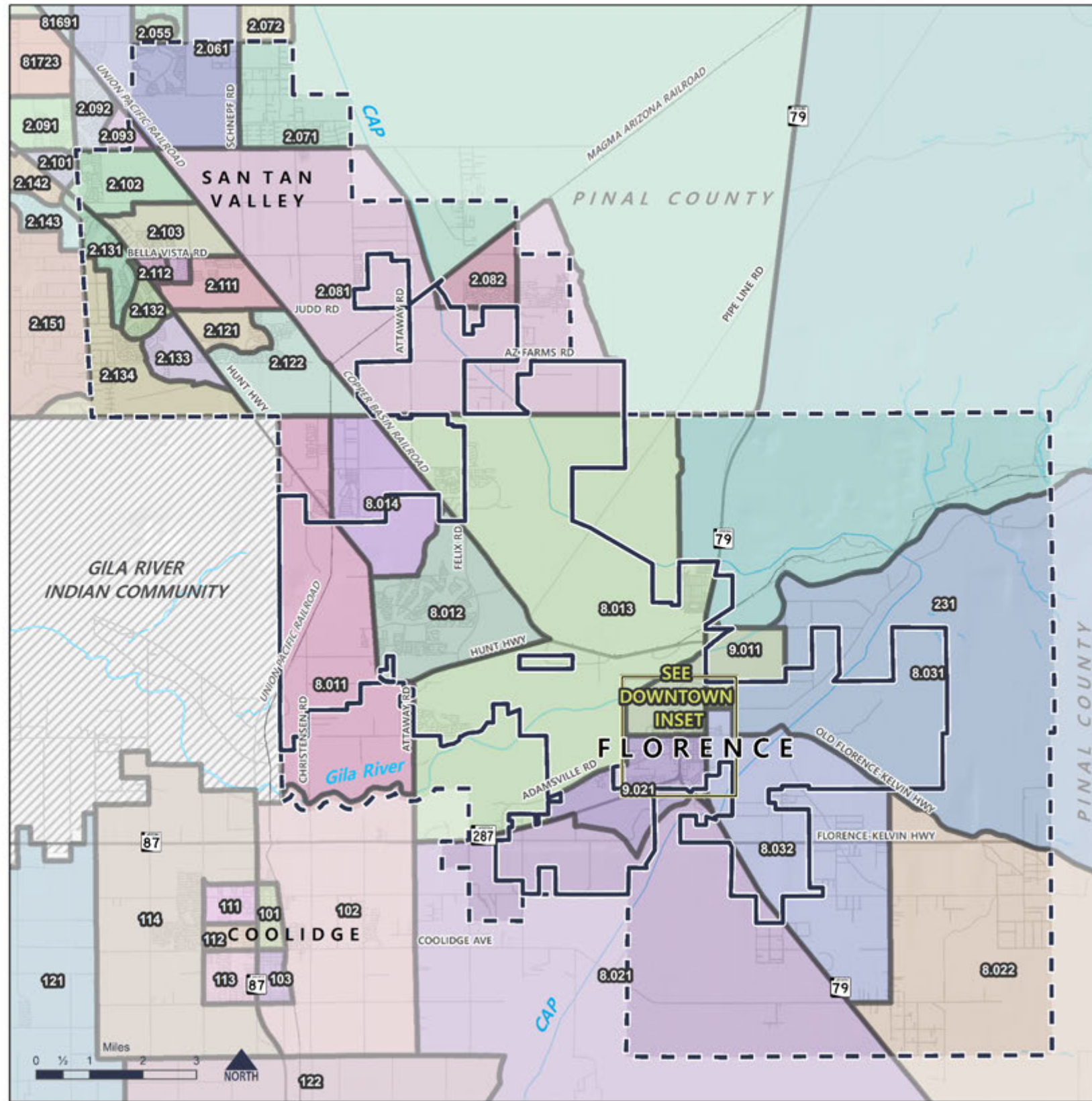
According to the 2015 American Community Survey (ACS), an estimated 4,717 non-resident employees work within the Town of Florence and commute from surrounding areas. A total of 2,509 Florence residents reportedly commute to their employment to areas surrounding the Town of Florence. Only approximately 443 Florence residents work within the Town of Florence. See **Figure 25** and **Figure 26**.



Figure 22: Town of Florence Census Block Groups

# TOWN OF FLORENCE

Active Transportation Plan



### Legend

- Town of Florence Municipal Limits
- Town of Florence Municipal Planning Area Boundary
- U.S. Highway / State Route
- Local Road
- Railroad
- Block Group
- Block Group ID Number

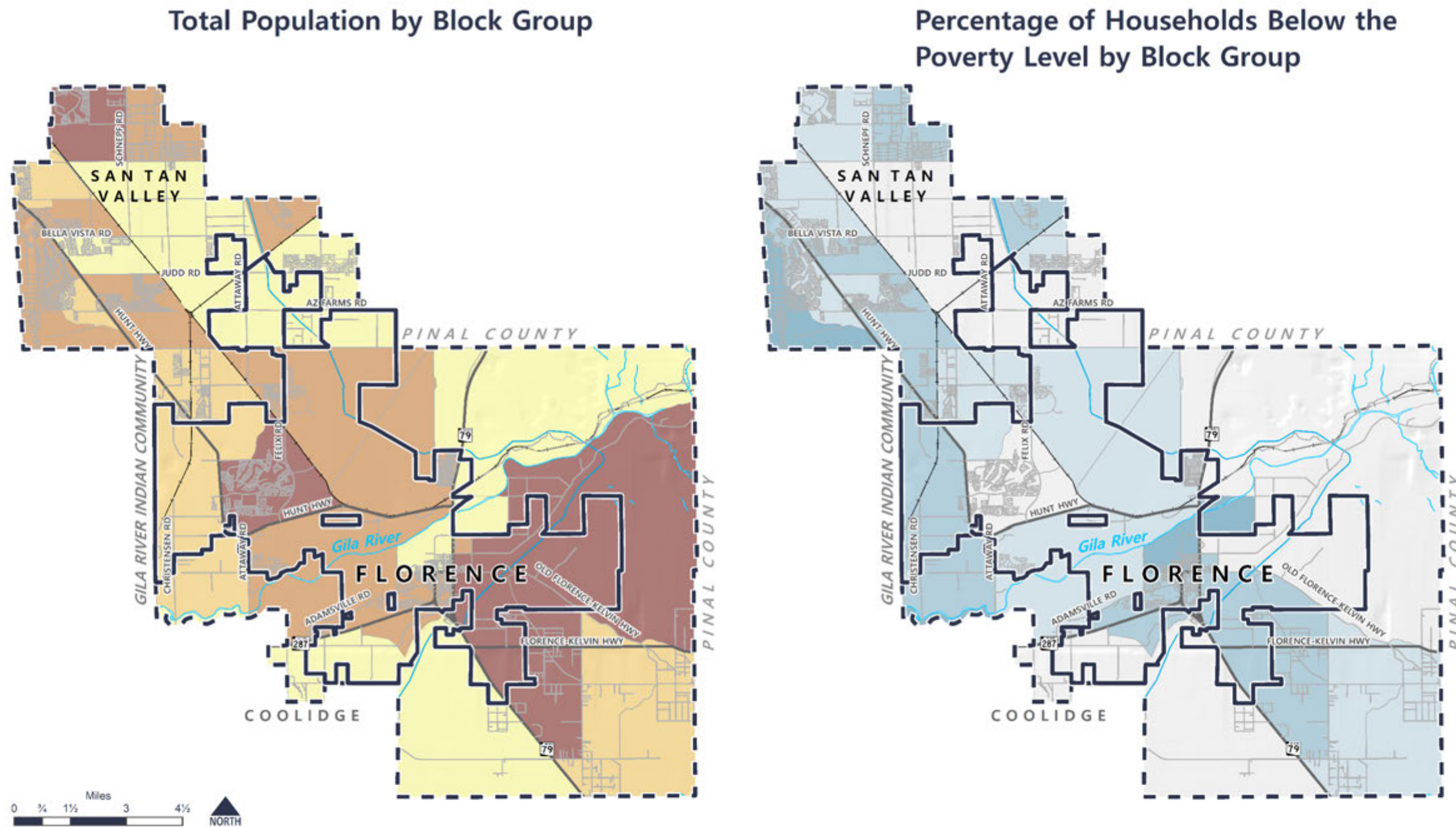
Data Source: Town of Florence, Maricopa Association of Governments, ADOT, AZGEO Clearinghouse



Figure 23: Population & Household Poverty

# TOWN OF FLORENCE

## Active Transportation Plan



**Legend**

- Town of Florence Municipal Limits
- Town of Florence Municipal Planning Area Boundary
- U.S. Highway / State Route
- Local Road
- Railroad

**Total Population by Block Group**

- 597 - 1,699
- 1,700 - 2,728
- 2,729 - 4,253
- 4,254 - 6,884

**Percentage of Households Below the Poverty Level by Block Group**

- Clear 0% - 7%
- 8% - 17%
- 18% - 32%
- 33% - 51%

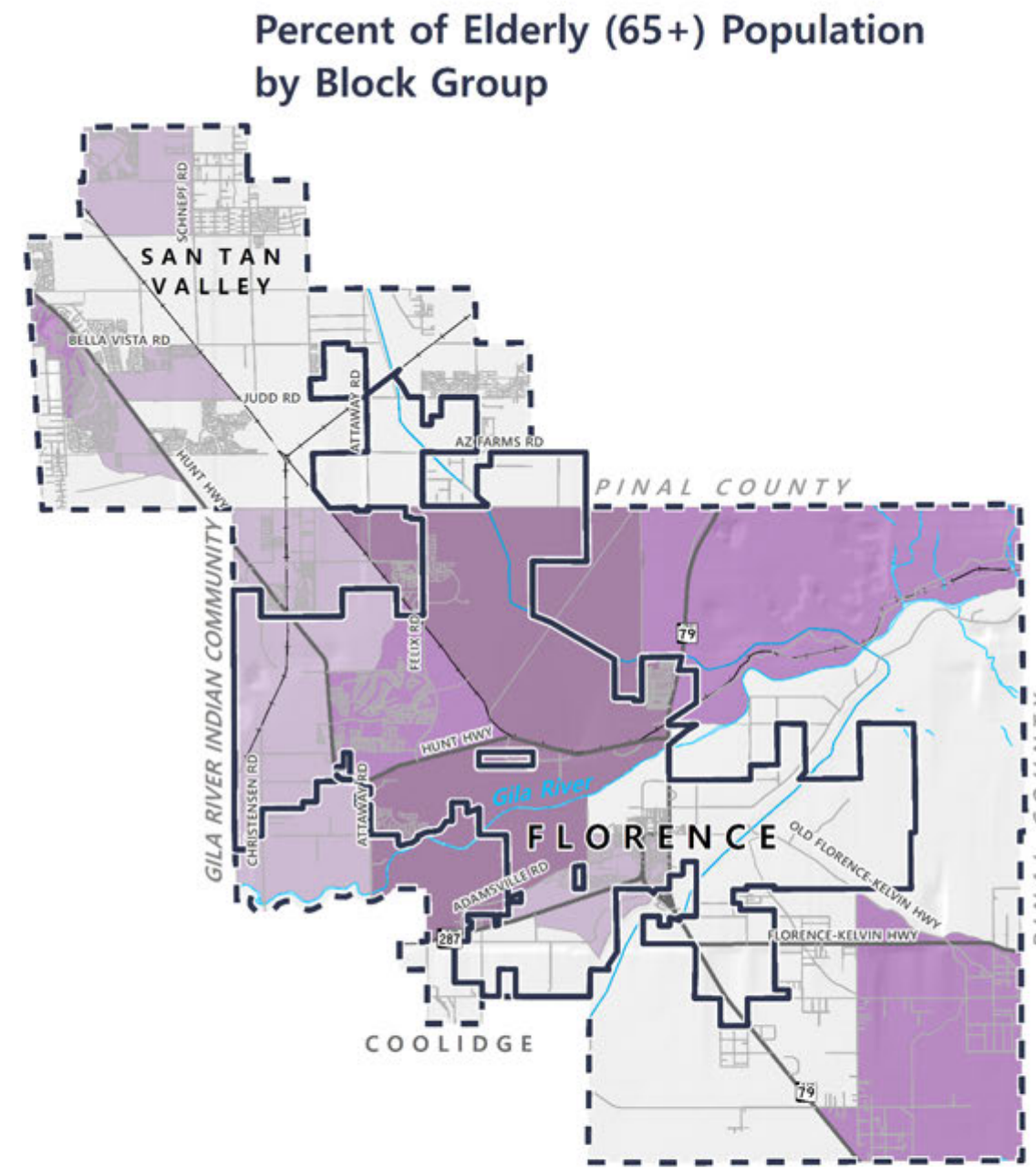
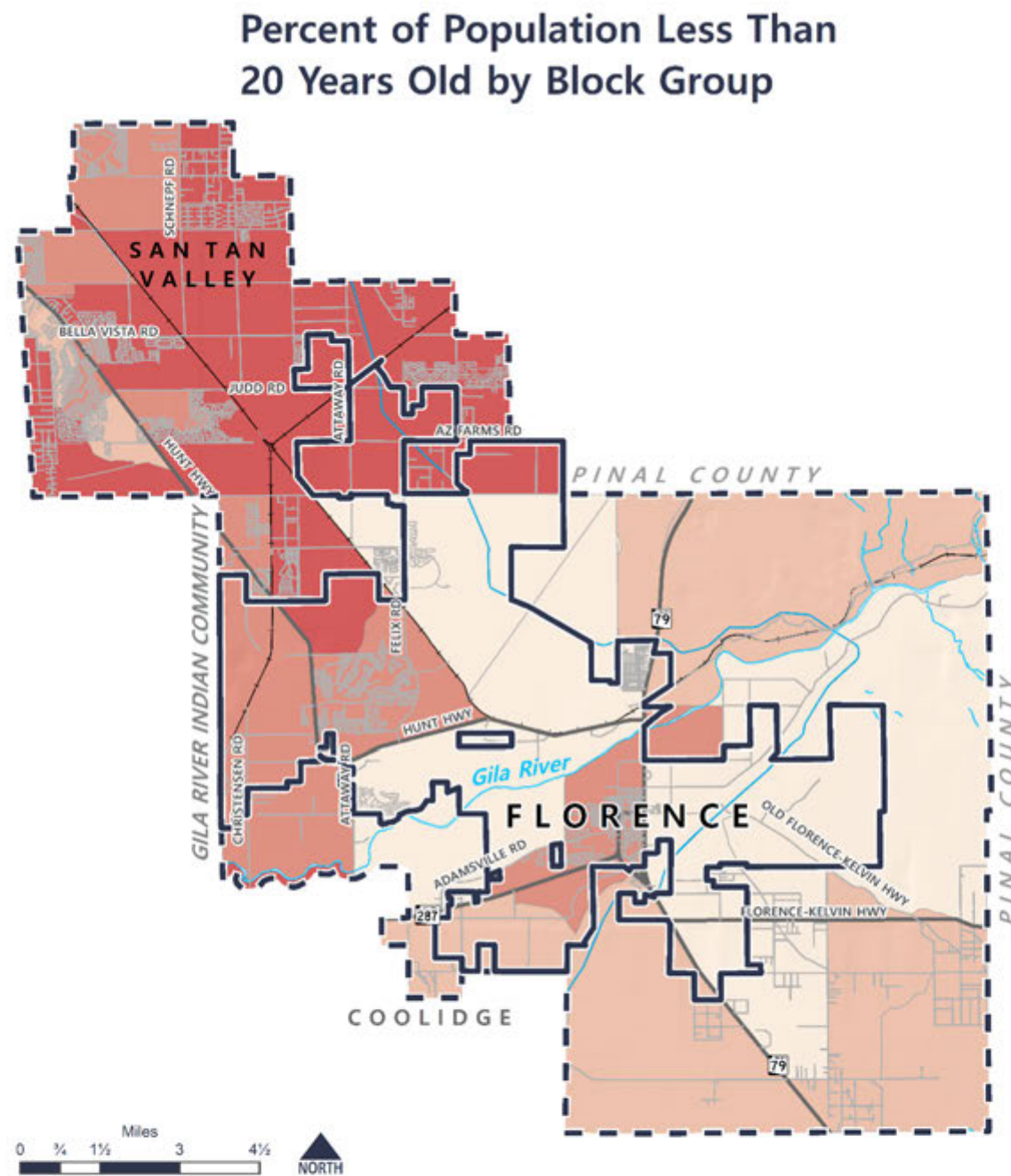
Data Source: Town of Florence, Maricopa Association of Governments, ADOT, AZGEO Clearinghouse



Figure 24: Population Under 20 & Population 65 Years and Older

# TOWN OF FLORENCE

## Active Transportation Plan



### Legend

- Town of Florence Municipal Limits
- Town of Florence Municipal Planning Area Boundary
- U.S. Highway / State Route
- Local Road
- Railroad

### Percent of Population <20 Years Old by Block Group

- 0% - 12%
- 13% - 24%
- 25% - 34%
- 35% - 79%

### Percent of Elderly (65+) Population by Block Group

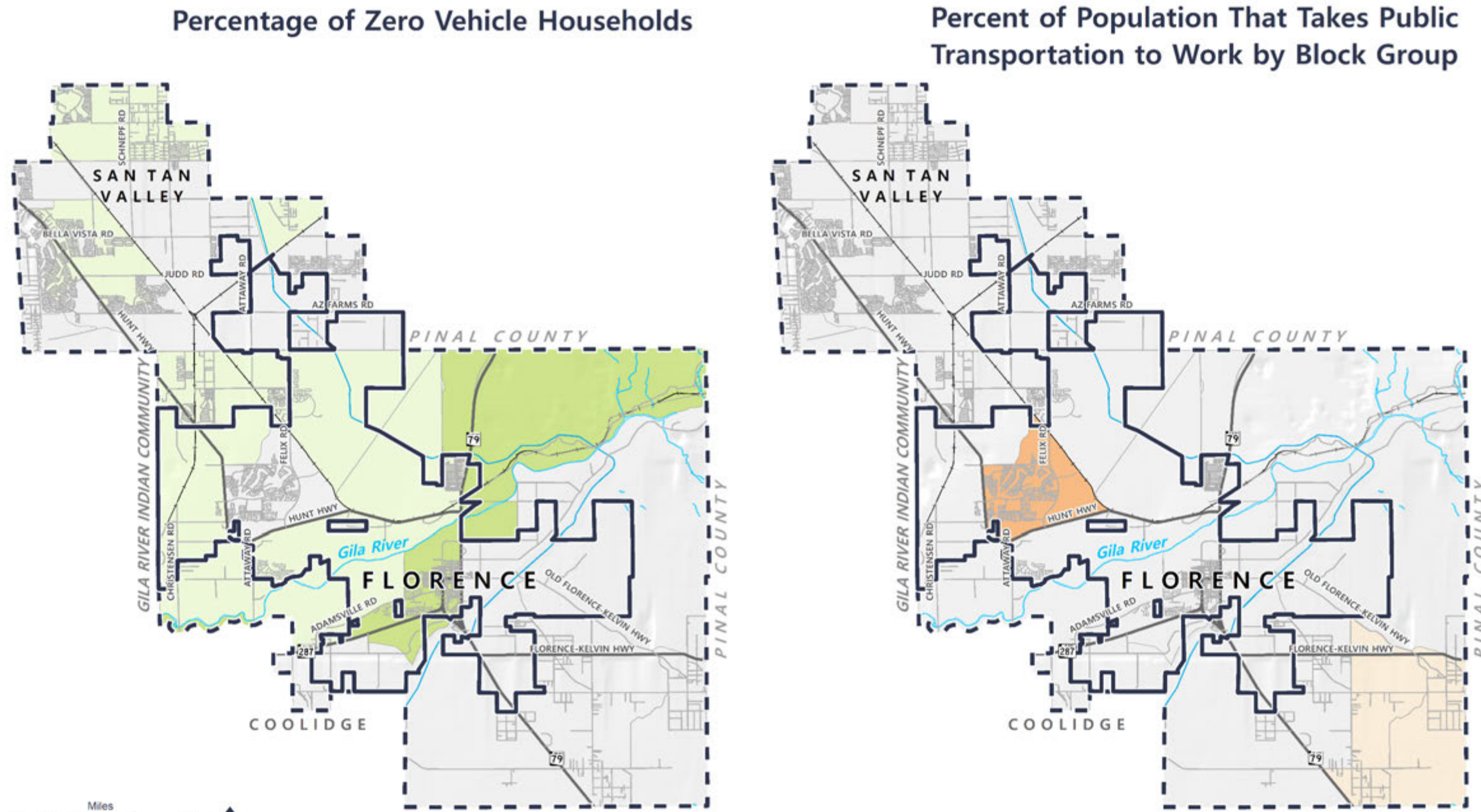
- 1% - 11%
- 12% - 19%
- 20% - 40%
- 41% - 75%

Data Source: Town of Florence, Maricopa Association of Governments, ADOT, AZGEO Clearinghouse



Figure 25: Zero Vehicle Households & Public Transit Commuters

**TOWN OF FLORENCE**  
Active Transportation Plan



**Legend**

- Town of Florence Municipal Limits
- Town of Florence Municipal Planning Area Boundary
- U.S. Highway / State Route
- Local Road
- Railroad

**Percentage of Zero-Vehicle Households**

- Clear 0% - 1%
- 2% - 6%
- 7% - 11%
- 12% - 21%

**Percent of Population That Takes Public Transportation to Work by Block Group**

- Clear 0%
- 1%
- 2% - 4%
- 5%

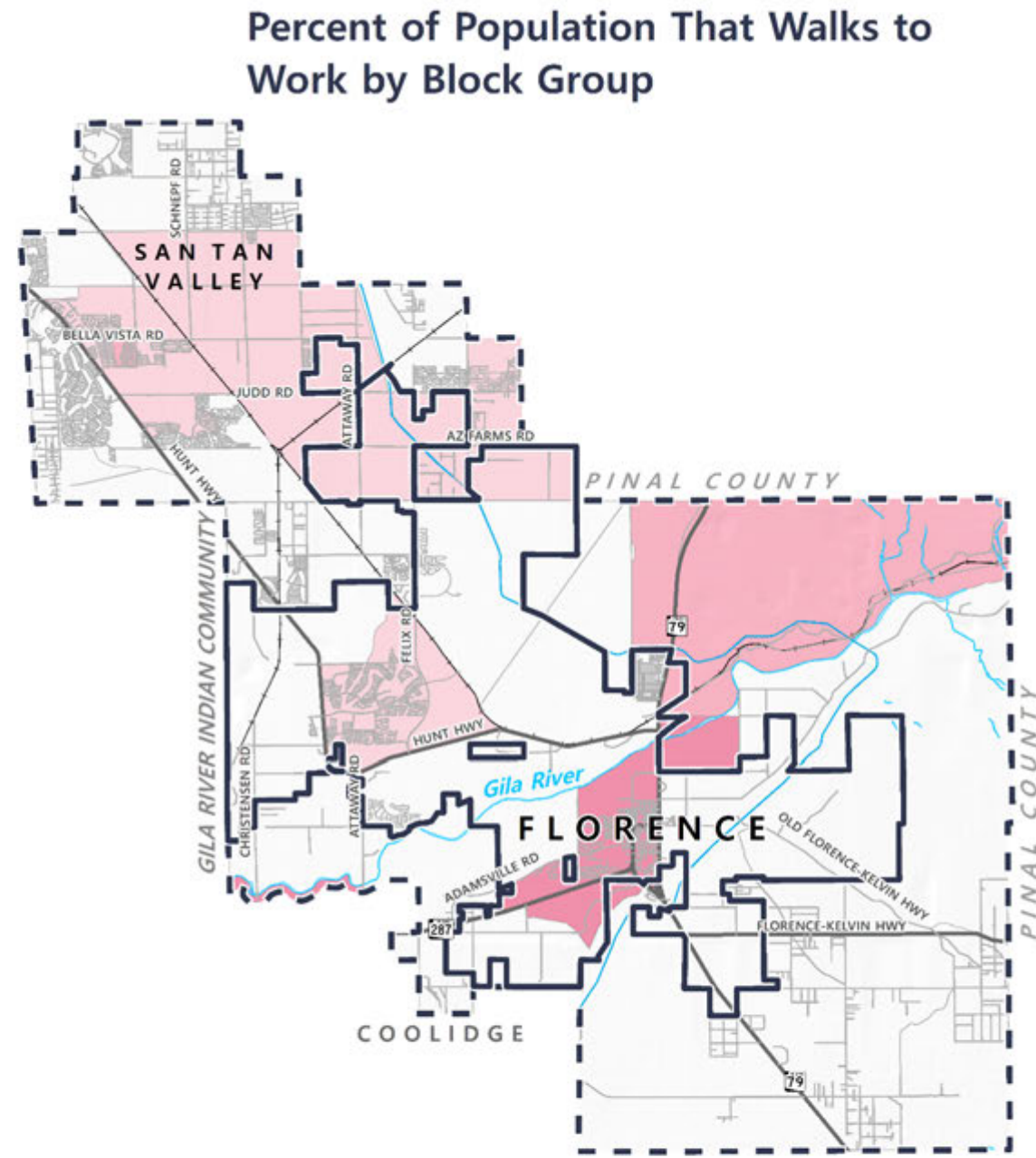
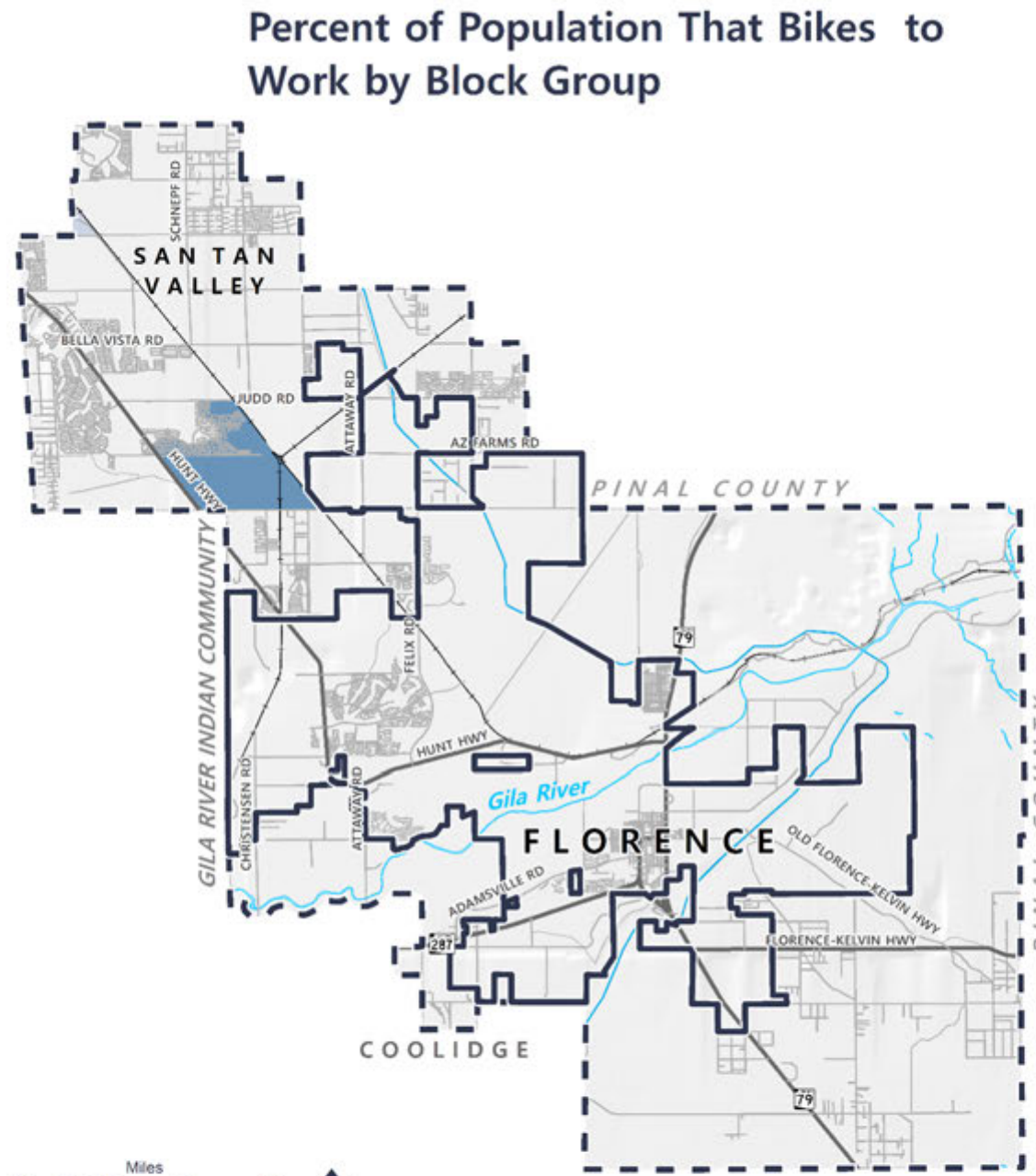
Data Source: Town of Florence, Maricopa Association of Governments, ADOT, AZGEO Clearinghouse



Figure 26: Bike Commuters & Pedestrian Commuters

**TOWN OF FLORENCE**

**Active Transportation Plan**



**Legend**

- Town of Florence Municipal Limits
- Town of Florence Municipal Planning Area Boundary
- U.S. Highway / State Route
- Local Road
- Railroad

**Percent of Population That Bikes to Work by Block Group**

- Clear 0%
- 1%
- 2%
- 3% - 6%

**Percent of Population That Walks to Work by Block Group**

- Clear 0% - 1%
- 2% - 3%
- 4% - 7%
- 8% - 14%

Data Source: Town of Florence, Maricopa Association of Governments, ADOT, AZGEO Clearinghouse



## D. Existing Roadway Network

As the historical and current County seat and hub for commerce, government centers and area employers, Florence's is largely served by state highways and regional roadways connecting Florence to surrounding communities. For the Florence ATP, State Route (SR) 79, SR 287, SR 79B and the Town's arterial and collector roadway network are important to facilitating on-street bicycle and pedestrian mobility to supplement off-street mobility. These opportunities range from Main Street connectivity in the historic downtown to lengthy stretches of state routes that connect existing and planned residential communities.

Future recommendations of the Florence ATP will include bicycle and pedestrian facilities within existing Florence roadways. As such, it is then important to understand the Functional Classification of Florence's existing and planned roadways. Each Functional Classification identifies Florence's existing standards for right-of-way and expected roadway features that are illustrated in an approved cross section. For the Florence ATP, it is important to understand the town's current roadway requirements as the Florence ATP evaluates and recommends area wide facilities to enhance mobility and connectivity.

The existing Florence General Plan represents the recommended functional classifications that were derived from the Coolidge-Florence Transportation Planning Study of 2008 (see **Figure 27**). The General Plan designated functional classifications for roadways in Florence are described below.

***Interstate*** - reference to Interstate 10 outside the Town limits.

***Freeway*** - reference to the future North-South Corridor.

***Principal Major Arterial*** - proposed six lane facilities along the one-mile grid system serving major local and regional traffic. Examples include SR 79, SR 287, Hunt Highway, Felix Road, Attaway Rd. and others.

***Minor Arterial*** - designed to serve similar mobility needs as Major Arterials but are 4-lane facilities. Examples include Butte Road, Adamsville Road, Merrill Ranch Parkway and the Old Florence-Kelvin Highway.

***Major Collector*** - these roadways can be configured as a 4-lane road or a two-lane road with center turn lane. Examples include Diversion Dam Road, Main Street, and Price Road.

***Minor Collector*** - represent two-lane roads with no center turn lane that typically facilitate connection between internal neighborhoods and adjacent arterial roadways. Examples include Ranchview Road and Bowling Road.

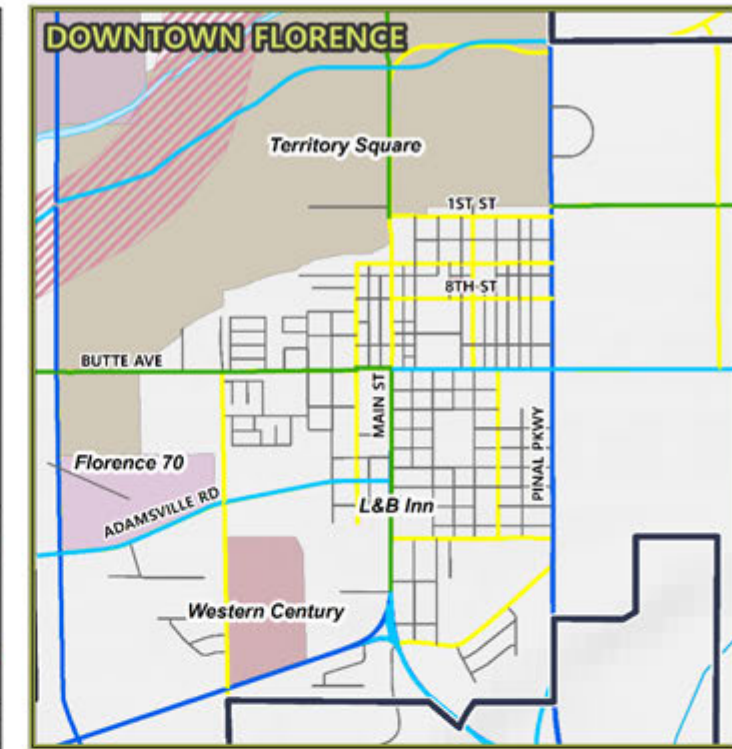
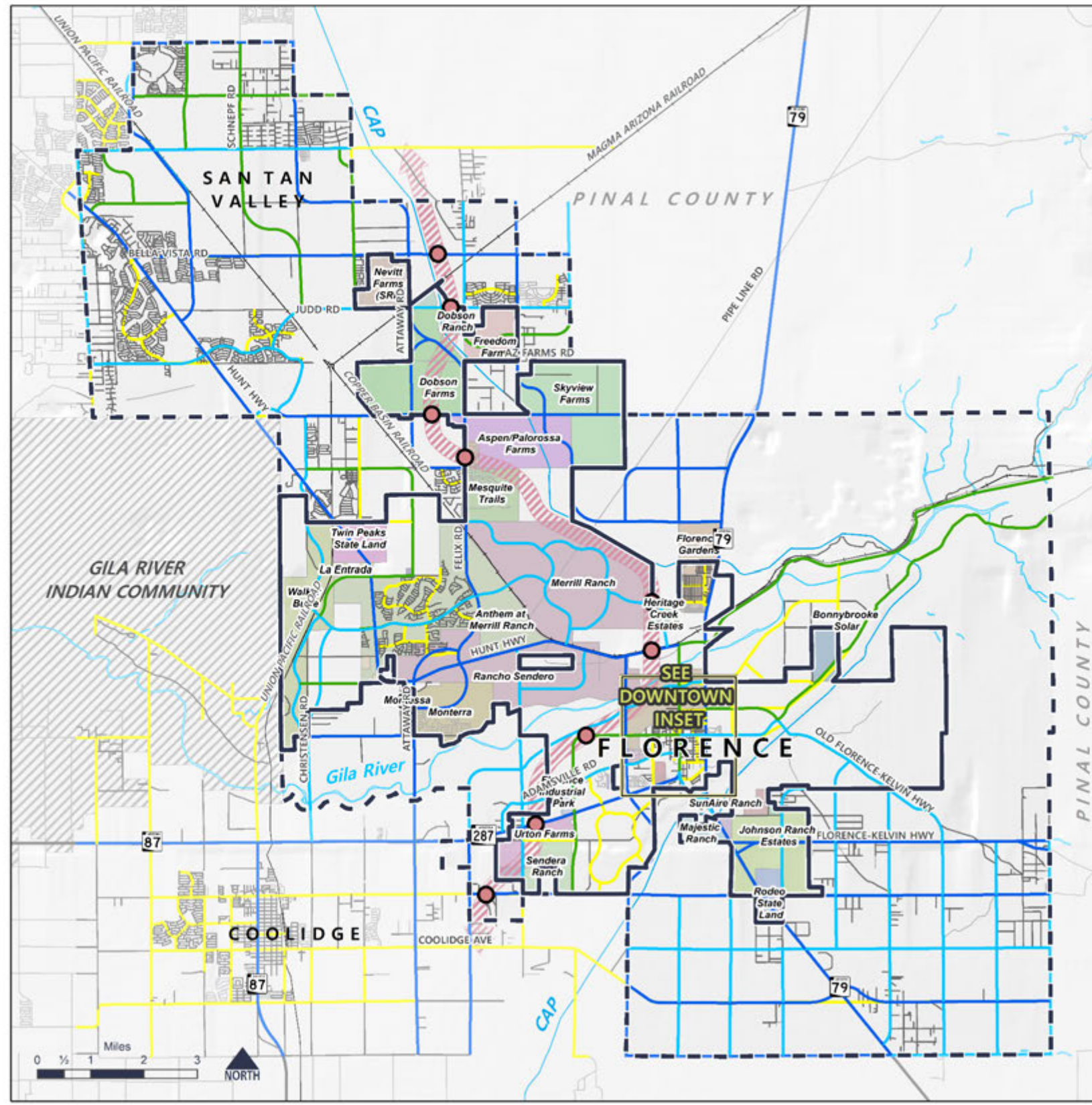
***Local Streets*** - local streets provide access directly to residential properties and are not designed to accommodate through traffic. Examples include Orlando Street, Brady Street etc.



Figure 27: Roadway Functional Classification & Planned Unit Development

# TOWN OF FLORENCE

## Active Transportation Plan



### Legend

- Town of Florence Municipal Limits
- Town of Florence Municipal Planning Area Boundary
- U.S. Highway / State Route
- Local Road
- Railroad
- Planned Unit Development
- Major Arterial
- Minor Arterial
- Major Collector
- Minor Collector
- Local/Private/ Unknown
- Proposed Interchange
- Proposed North-South Corridor

Data Source: Town of Florence, ADOT, AZGEO Clearinghouse





## E. Existing & Planned Bicycle and Pedestrian Facilities

As illustrated in **Figure 28**, there are a variety of existing and planned trails and trailheads in the Town of Florence. There are Pinal County regional trails that traverse the Town of Florence, providing connection to destinations beyond Florence. In addition, there are up to six (6) different trail types that are either existing and/or planned by the Town of Florence that are intended to offer connection to local activity centers and existing/planned parks and open spaces.

Below is a description of the existing and planned bicycle and trail facilities as currently defined by the Town of Florence Parks, Trails and Open Space Master Plan (2008), the Pinal County Open Space and Trails Master Plan (2007 with map update in 2016) and the CAP Canal Trail Master Plan: Pinal County Segment (2015). It is worth noting that in review of **Figure 28**, there are select areas where the Pinal County and Town of Florence trails (as currently described/depicted) overlap with each other. One example is the CAP Trail that is shown by Pinal County as an “adopted county trail corridor” and also shown by the Town as a “Town Trail”. These redundancies will be rectified through the Florence ATP process.

### 1. Existing & Planned Trail Types

The following trail types are currently identified for the Town of Florence. Please refer to **Figure 29** for illustration of the location of each trail type and trailhead in the Town of Florence.

#### Town of Florence Trail Types

##### *Shared Use (or Paved) Paths*

This 10’-12’ wide, paved facility is intended to be used by people walking, biking, skating, pushing strollers, wheelchair users, other non-motorized users, and anyone wanting a smooth and consistent surface. The paved path system includes regional and local connections. Shared Use Paved Paths can be either Side Paths or Off-Street Paths. The system of Paved Paths provides a variety of loops that connect neighborhoods to all types of destinations and unpaved trails. There is a total of 117 miles of existing/planned shared Use Paths in the Town of Florence and are generally identified along the planned North-South Corridor, locations connecting Heritage park to downtown and Adamsville Road and other internal connections from the planned Gila River Town Trail to other locations in Florence.

##### *Town Trails*

Existing and planned Town Trails are described as 8’ – 10’ wide, unpaved multi-use pathways that follow regional and major corridors such as the Gila River (along both sides), the CAP, the North-South Corridor, and existing washes in Merrill Ranch and the southeastern portions of the Town. Town Trails are intended to accommodate greater quantities and types of trail users than other unpaved trails such as Neighborhood Trails. There is a total of 54 miles of existing/planned Town Trails in Florence.



***Neighborhood Trails***

Existing and planned Neighborhood Trails are 5' – 8' wide, unpaved trails that are intended to connect Florence neighborhoods to the larger trail or path system. As currently planned, Neighborhood Trails are those within more rural neighborhoods (southeast portion of town) or those that provide local connections to neighborhood parks and schools. There is a total of approximately 18 miles of Neighborhood Trails existing/planned in Florence.

***Back Country Trails***

Existing and planned Back Country Trails are 3' wide trails located within preserved open space and/or mountainous areas such as Poston Butte. These trails are constructed in context with the natural environment in which they are located. There are approximately 3 miles of Back Country Trails existing/planned in Florence.

***Equestrian Trails***

Equestrian only trails are intended solely for horseback riding in areas along sandy wash bottoms such as the Gila River. There is approximately 4 miles of Equestrian Trail currently planned in Florence, all located within the Gila River bottom.

**Pinal County Trail Types**

***Adopted County Trail Corridor***

Identified as a high priority regional trail throughout Pinal County, the Adopted Trail Corridor within the Town of Florence limits is identified as the planned regional CAP trail. There is a total of 6.5 miles of Adopted County Trail corridor (CAP Trail) in the Town of Florence.

***Existing/Planned Multi-Use Trail Corridor***

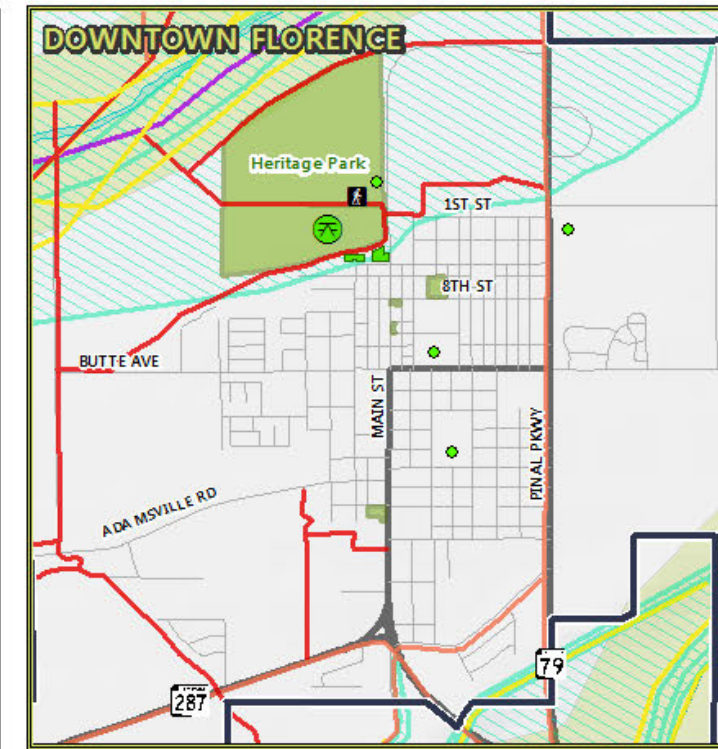
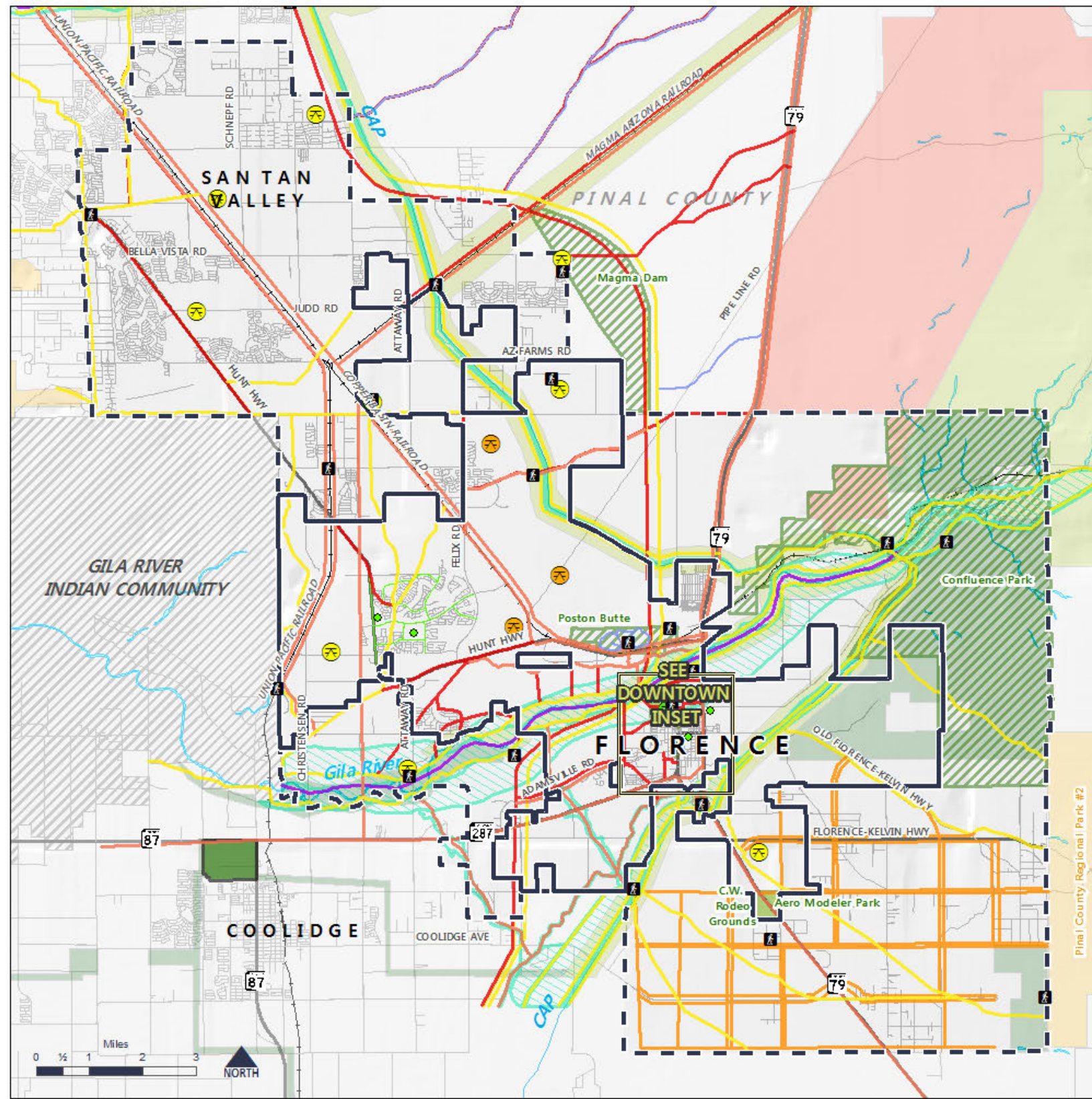
This is a planned county trail that is predominately located along the Gila River. This county trail types is similar/redundant to the Town of Florence planned Town Trail along the Gila River, providing a proposed connection to the Casa Grande Ruins National Monument and other regional open spaces to the east of Florence. There is a total of approximately 10 miles of county planned Multi-Use Trail in the Town of Florence.



Figure 28: Existing and Planned Parks, Trails and Bicycle Facilities

# TOWN OF FLORENCE

## Active Transportation Plan



### Legend

- Town of Florence Municipal Limits
- Town of Florence Municipal Planning Area Boundary
- U.S. Highway / State Route
- Local Road
- Railroad
- Bike Lanes
- Bike Parking Areas
- Florence Trails**
  - 4' Shoulder
  - Back Country Trail
  - Equestrian Trail
  - Neighborhood Trail
  - Shared Use Paved Path
  - Town Trail
- Trail Heads
- Pinal County Trails**
  - Adopted County Trail Corridor
  - Existing/Planned Multi-Use Trail Corridor
  - Proposed Multi-Use Trail Corridor
- Florence Special Use Parks**
  - Proposed Special Use Parks
  - Existing Special Use Parks
- Florence Community Parks**
  - Existing
  - Planned
  - Proposed
- Pinal County Open Space**
  - Existing Open Space
  - Proposed Open Space
  - Proposed Regional Park
  - Restricted Use Open Space
  - Case Grande Ruins N.M.
  - McFarland State Park
- River, Canal, Wash Corridors

Data Source: Town of Florence, Pinal County, ADOT, AZGEO Clearinghouse



## 2. Existing & Planned Trailheads

As shown in **Figure 28**, the Town of Florence has 20 planned trailheads within or near the current Florence Municipal Limits. As the Florence Parks, Trails and Open Space Master Plan describes, trailheads are located along all types and levels of trail and path corridors. They provide drive-in as well as non-vehicular access to local and regional destinations and open space areas. There are four levels of proposed standard trailheads, two with equestrian parking and amenities and two without. Many of the planned trailheads provide access to and from the Gila River corridor, Poston Butte and the CAP canal. The currently proposed locations and amenities levels associated with each trailhead will be refined and new recommendations as part of the Florence ATP.

## 3. Existing Bicycle Facilities

The Florence ATP is Florence's inaugural plan offering guidance to the planning of bicycle facilities in the Town. As such, the 2008 Parks, Trails and Open Spaces Master Plan does not provide guidance for bicycle facilities. Existing bicycle facilities presented here reflect findings observed in both field review and aerial photography.

As **Figure 30** illustrates, existing bicycle lane facilities in the Town of Florence are exclusively located within the Merrill Ranch master planned community and along the ADOT State Routes that serve Florence. No other areas of the Town of Florence contain designated bicycle facilities.

### *Bicycle Lanes*

Striped bike lane facilities are currently located along major collector roadways within the Merrill Ranch community. Striped bike lanes of 4.5 feet in width are located along both sides of the roadway along Merrill Ranch Parkway, American Way, Sun City Blvd., N. Anthem Way, Constitution Way, Spirit Way, Spirit Loop and Independence Way. There is a total of 9.5 miles of existing bike facility in Merrill Ranch. Bike lanes also exist on Hunt Highway south of Franklin Road to approximately 0.4 miles south of American Way.

### *Paved Shoulders*

Although not explicitly promoted as bicycle facilities by ADOT, there are currently 4-foot wide shoulders along Highway's 79, 87 and 287 that offer pedestrian and bicycle mobility options along these key transportation corridors. Generally speaking, ADOT's policy is to construct state roadway facilities with shoulders that offer room for safety pull outs and or bicycle and pedestrian usage. While ADOT's policy is to not explicitly sign their roadways for bicycle use, state law permits bicycle and pedestrian usage of ADOT facilities unless signage prohibits such uses. In fact, recognizing that bicycling along ADOT roadways connects cities and towns across Arizona, ADOT has been proactive in identifying bicycle use on their facilities as represented by the preparation of the Bicycle Safety Action Plan and recent development of the AzBikePed.org website. This website can help people on bikes plan routes, providing information on shoulder widths, grades and traffic volume information.



### US Bicycle Route 90

This is a 573 mile east-west route spanning from New Mexico to California through Tucson and Phoenix. Route 90 is comprised of paved shoulders along Arizona State Highways, shared use paths, and local streets. Town of Florence (see **Figure 30**) provides a crucial connection to US 90 bicycle route from Interstate 10 to US 60. Riders exit Interstate 10 at SR 87 to follow SR 87 north to SR 287, travel east on SR 287 to SR 79 and travel north on SR 79 to US 60.

Figure 29: US Bike Route 90



SOURCE: ADVENTURE CYCLING ORGANIZATION

### Gila River Bridge

Preliminary construction design plans from ADOT call for the reconstructed Gila River Bridge to include a 6-foot sidewalk on the west side of the bridge. This sidewalk is intended to be used by people walking and biking. A concrete barrier will be constructed to protect users from motor vehicles, and a concrete barrier with railing will be constructed to protect users from the bridge edge. This new bridge design is currently under design and programmed to be completed by 2022.



#### 4. *Bike Parking*

Below is a summary of what was observed during field work and other research. Additional field review may be necessary throughout the process to create a complete bike parking inventory.

Bike parking coverage exceeded expectations. All Town of Florence facilities such as Town Hall, the Community Center, the Fitness Center, Padilla Park and the Aquatic Center offer bike parking. The Pinal County Superior Court, the Administrative Complex, and the new Pinal County Federal Credit Union provide bike parking. Florence K-8 and Anthem Elementary School both offer racks to students. Nearly all amenities in Anthem at Merrill Ranch provided bike parking, though not all were visible from the road. In addition, both McDonald's locations, Subway, Sonic, Taco Bell, the Giant gas station, Dollar General and the U.S. Post Office all provide bike parking (see **Figure 30**).

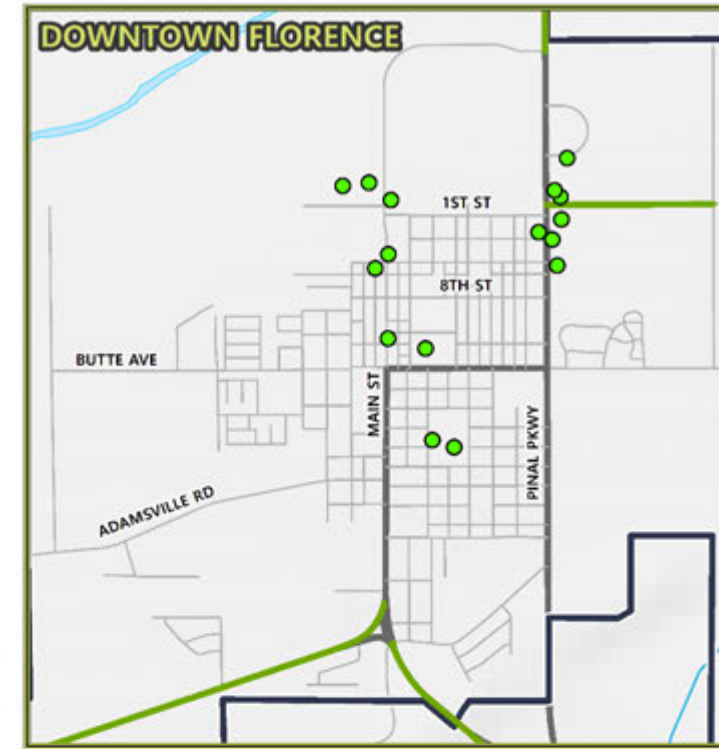
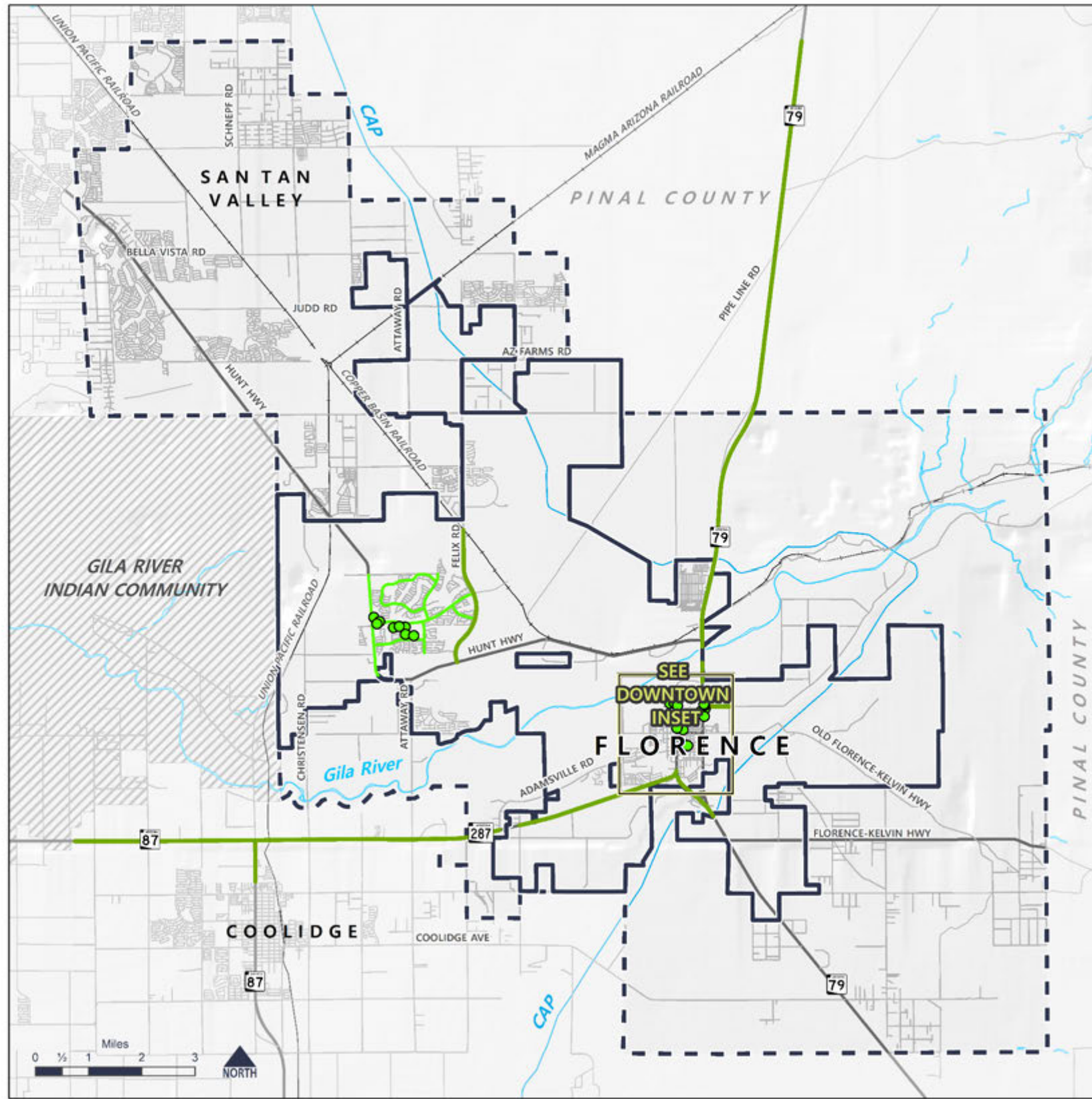
Bike parking could not be identified at Florence High School, Heritage Park, Florence Senior Center & Dog Park, Main Street Park or McFarland State Historic Park. While Anthem at Merrill Ranch provided bike parking at their community facilities, there was an inconspicuous rack behind Chen's Chinese Bistro on Merrill Ranch Parkway was hidden near a truck loading parking spot and was only visible from the off-street trail the travels behind the shopping center.



Figure 30: Existing Bicycle Facilities

# TOWN OF FLORENCE

Active Transportation Plan



### Legend

- Town of Florence Municipal Limits
- Town of Florence Municipal Planning Area Boundary
- U.S. Highway / State Route
- Local Road
- Railroad
- Bike Parking Facilities
- Paved Shoulders
- Bike Lanes

Data Source: Town of Florence, Pinal County, ADOT, AZGEO Clearinghouse



## F. Transit Connections

### 1. CART

The Central Arizona Regional Transit (CART) bus system is a fixed route service connecting Coolidge, Casa Grande, Central Arizona College and the Town of Florence. The CART bus system provides regional route services to neighboring communities for employment, medical and personal trips, as well as to Greyhound service. CART also connects to the Cotton Express at the Wal-Mart Transit Stop in Coolidge. From Wal-Mart, Florence residents can connect to additional needs via The Cotton Express which provides two circulator routes around Coolidge. There is also the potential for expansion into the Anthem area of Florence.

CART does not currently connect to any paths, trails, or bikeways. CART is funded by the FTA, ADOT, Central Arizona College, City of Coolidge, Pinal County and Town of Florence. The CART system operates both in the eastbound and westbound directions beginning service in Florence at 5:15 AM and ending in Florence at 7:09 PM. The entire loop is 2.5 hours round trip. The fares for riding the CART are “exact fare only” and range from two to four dollars for the day, with monthly passes available. Dial- A- Ride service also exists as a county provided service throughout the Town of Florence.

Figure 32 illustrates the CART Service Route, the following stop locations are all within downtown Florence, although arrangements can be made to be picked up at other locations along the route.

- Florence Pool/ City Complex (*shelter planned*)
- Adamsville Rd. & Main St.
- Stewart St. & Orlando St.
- Pinal County Administrative Complex (*shelter planned*), and
- Pinal County Courts (*existing shelter*)
- 

Figure 31: CART Pricing Chart

Fare	One-Way Fare	Daily Fare	Month Fare	Local & CART Daily	Local & CART Month
Children 12 & Under or Students	\$1.00	\$2.00	\$30.00	\$3.00	\$60.00
Adult 13-54	\$2.00	\$4.00	\$60.00	\$6.00	\$90.00
Senior/ Disabled 55 & Up	\$2.00	\$4.00	\$60.00	\$6.00	\$90.00





## 2. Greyhound

Greyhound once operated a bus stop at the Pinal County Complex but never conducted ticket sales at this location. Tickets were available online or at a terminal only. Route options from this location included destinations along the way to Tucson and Phoenix. Once at these locations, passengers could travel in any direction throughout the United States.

Presently, the Greyhound bus stop is not in operation. Service at the Pinal County Court Complex has unfortunately been discontinued, however there are plans to implement a Greyhound bus stop at the Love's truck stop in Eloy. This stop will be served by CART.

## 3. Give A Lift Program

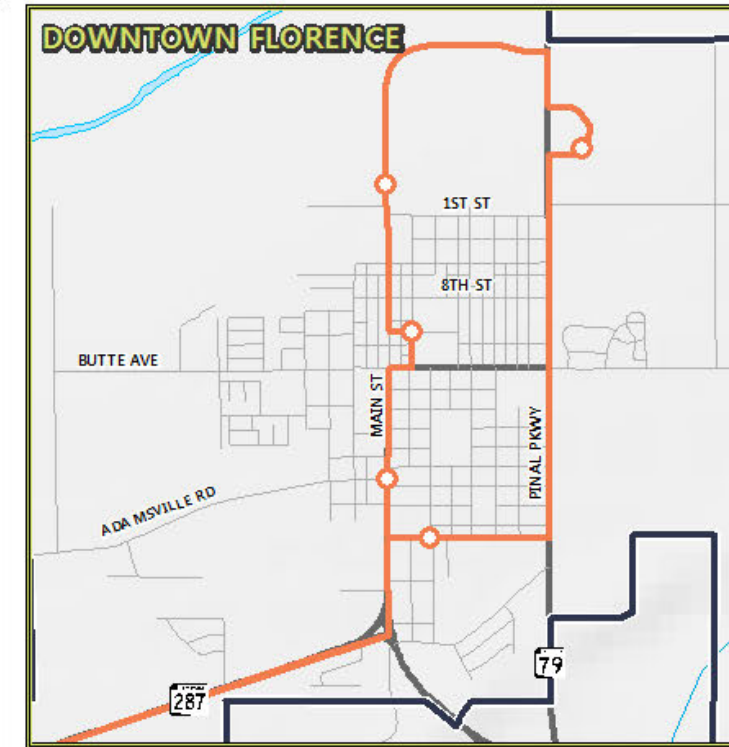
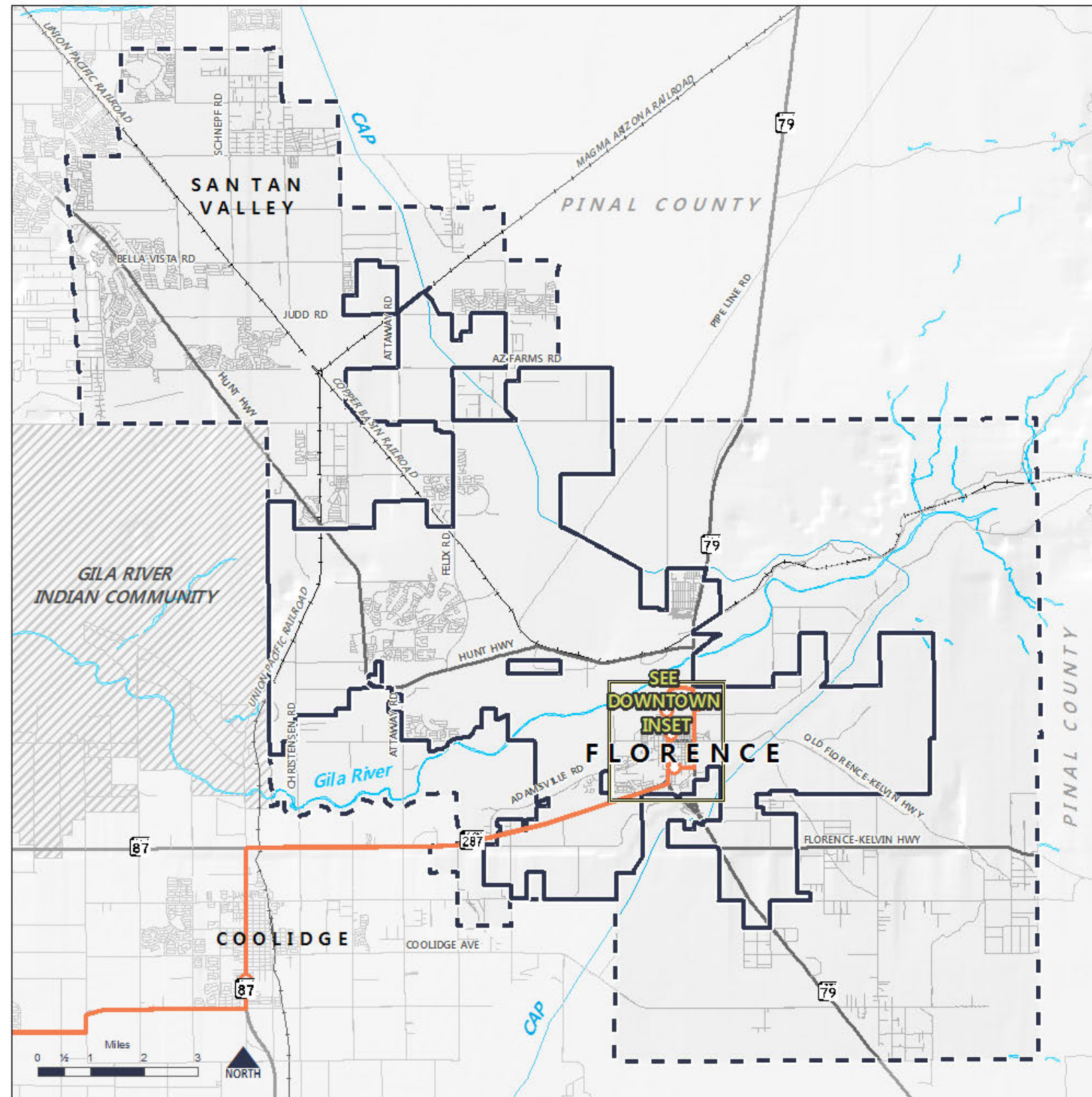
The Town of Florence Give-A-Lift program is dedicated to promoting independence and enhancing the quality of life to seniors and people with disabilities. Florence residents by providing a no cost means of transportation to medical appointments. The program is available to Florence residents who are at least 55 years old and those with disabilities. All drivers are volunteers who have agreed to use their own vehicles to provide medical appointment transportation services. The program is funded in part through an Arizona Department of Transportation (ADOT 5310 grant).



Figure 32: Existing CART Transit Route

# TOWN OF FLORENCE

Active Transportation Plan



### Legend

- Town of Florence Municipal Limits
- Town of Florence Municipal Planning Area Boundary
- U.S. Highway / State Route
- Local Road
- Railroad
- Bus Stop
- Central Arizona Regional Transit (CART)

Data Source: Town of Florence, CART



## G. Traffic & Safety Conditions

Traffic volume and crash data information on existing roadways in Florence is critical to understanding the existing roadway operations and level of service and how those operations may influence current and future safety consideration, bicycle comfort levels and pedestrian preference. This analysis will help inform possible recommended bicycle and pedestrian facilities along Florence roadways. These facilities could include the construction of new facilities or a reconfiguration of signing and/or pavement markings or other improvements within the existing right of way. The Pinal County Safety Study is in progress and further efforts for this plan will be coordinated to achieve regional continuity.

### 1. Roadway Traffic Counts

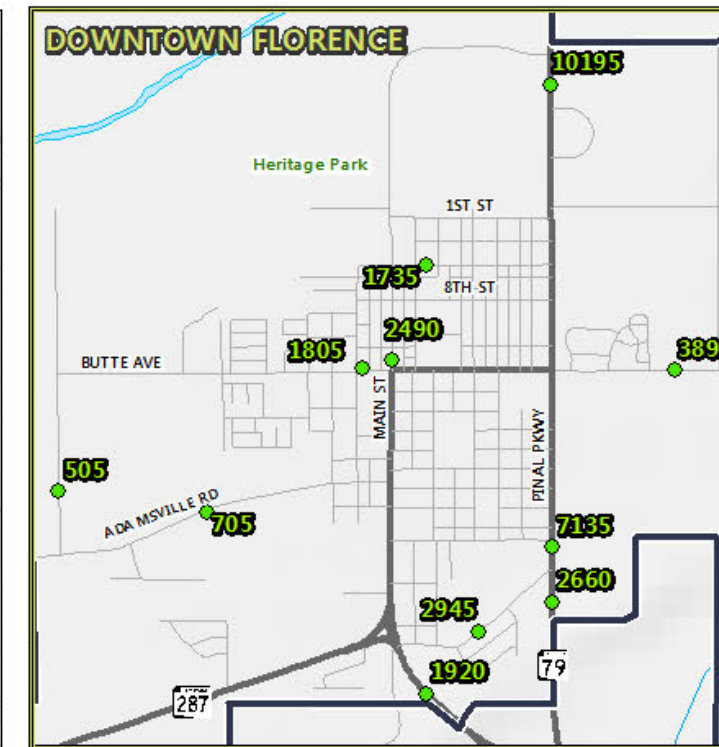
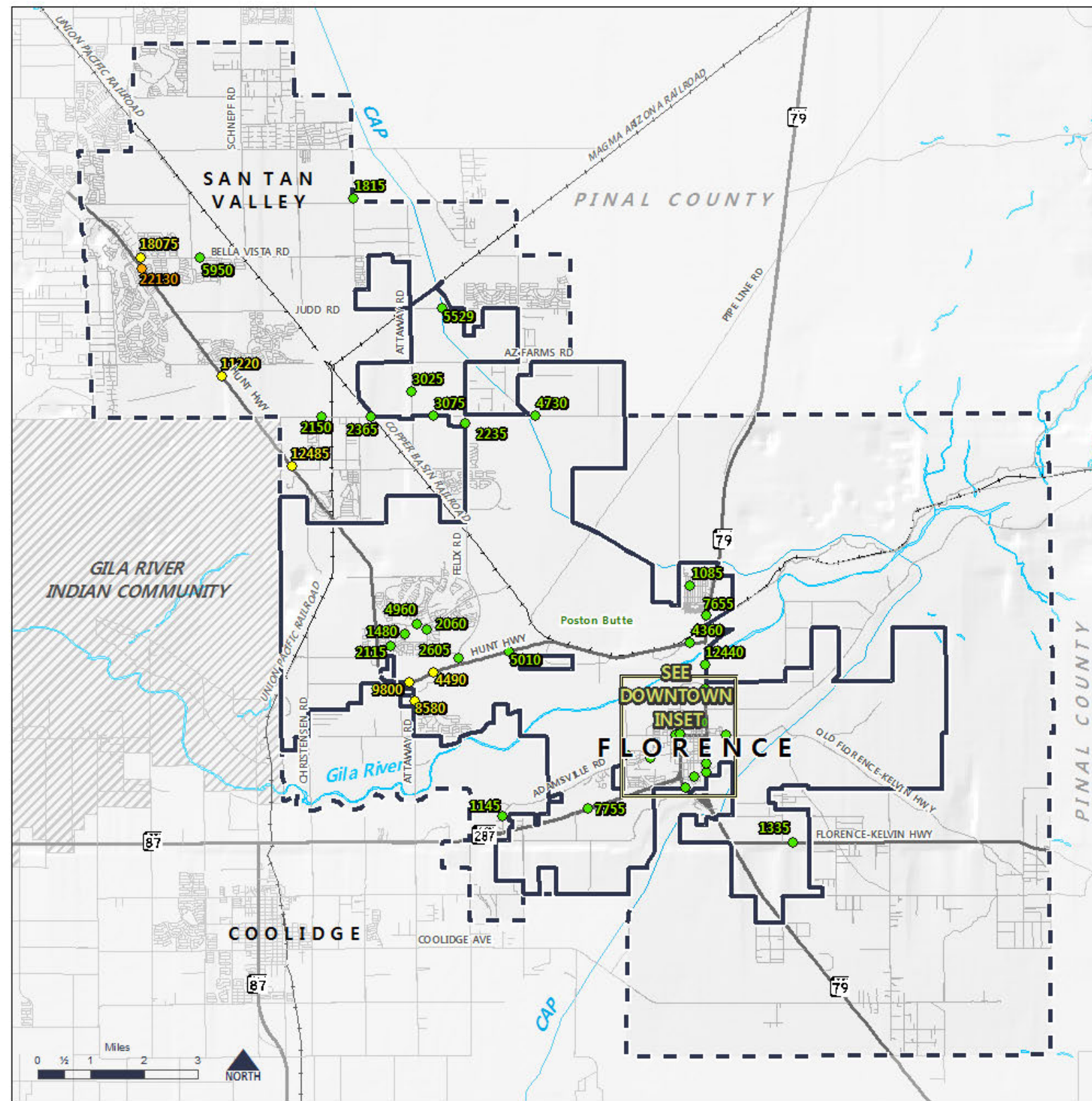
Average Daily Traffic (ADT) counts for the roadways within the study area shown in **Figure 33** displays the ADT counts obtained from the Town of Florence are also supplemented by the counts obtained from the Maricopa Association of Governments (MAG) and ADOT Traffic Data Management System (TDMS) website. The ADT counts were collected during the years 2016, 2017 and 2018. The ADT values shown next to each roadway segment are color-coded by the agency the count was taken by and the year the count for that segment was conducted.

The highest traffic volumes within the study area occur on portions of State Highways. The highest traffic volume within the Town of Florence Planning boundary is on Hunt Highway between Bella Vista and Judd Road is 22,130 in the year 2017. Within the Town of Florence limits, the highest volumes identified include 12,440 along SR 79 at the Gila River bridge, 9,800 along Hunt Highway at its intersection with Attaway Road, 8,580 on Attaway Road south of Hunt Highway, and 7,755 on SR 287 west of downtown. In downtown Florence, on Main Street just north of Butte Ave., approximately 2,490 vehicles per day on average travel these roadways.



Figure 33: Existing Roadway Traffic Counts & Level of Service

**TOWN OF FLORENCE**  
Active Transportation Plan



**Legend**

- Town of Florence Municipal Limits
- Town of Florence Municipal Planning Area Boundary
- U.S. Highway / State Route
- Local Road
- Railroad

**Traffic Count Location Level of Service (LOS)**

- A - B LOS, **AA**DT
- C LOS, **AA**DT
- D LOS, **AA**DT

Data Source: Town of Florence, ADOT, AZGEO Clearinghouse



## *2. Pedestrian and Bicycle Counts*

The Florence ATP conducted bicycle and pedestrian counts at five (5) strategic locations in Florence (see **Figure 34**). The intent of the bicycle and pedestrian counts are to evaluate targeted locations where there are known levels of high bicycle and pedestrian activity. These locations were determined through discussions with town staff and analysis by the consultant to determine the priority locations. Traffic Research and Analysis, a sub consultant to Michael Baker for the Florence ATP project, collected 24-hour bicycle and pedestrian turning movement counts in fifteen-minute intervals at the following locations on November 1, 2018:

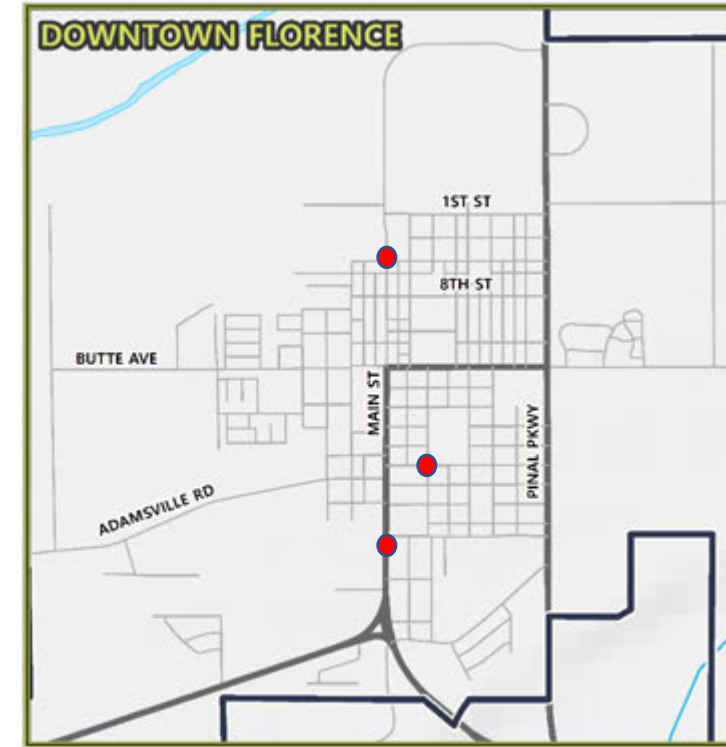
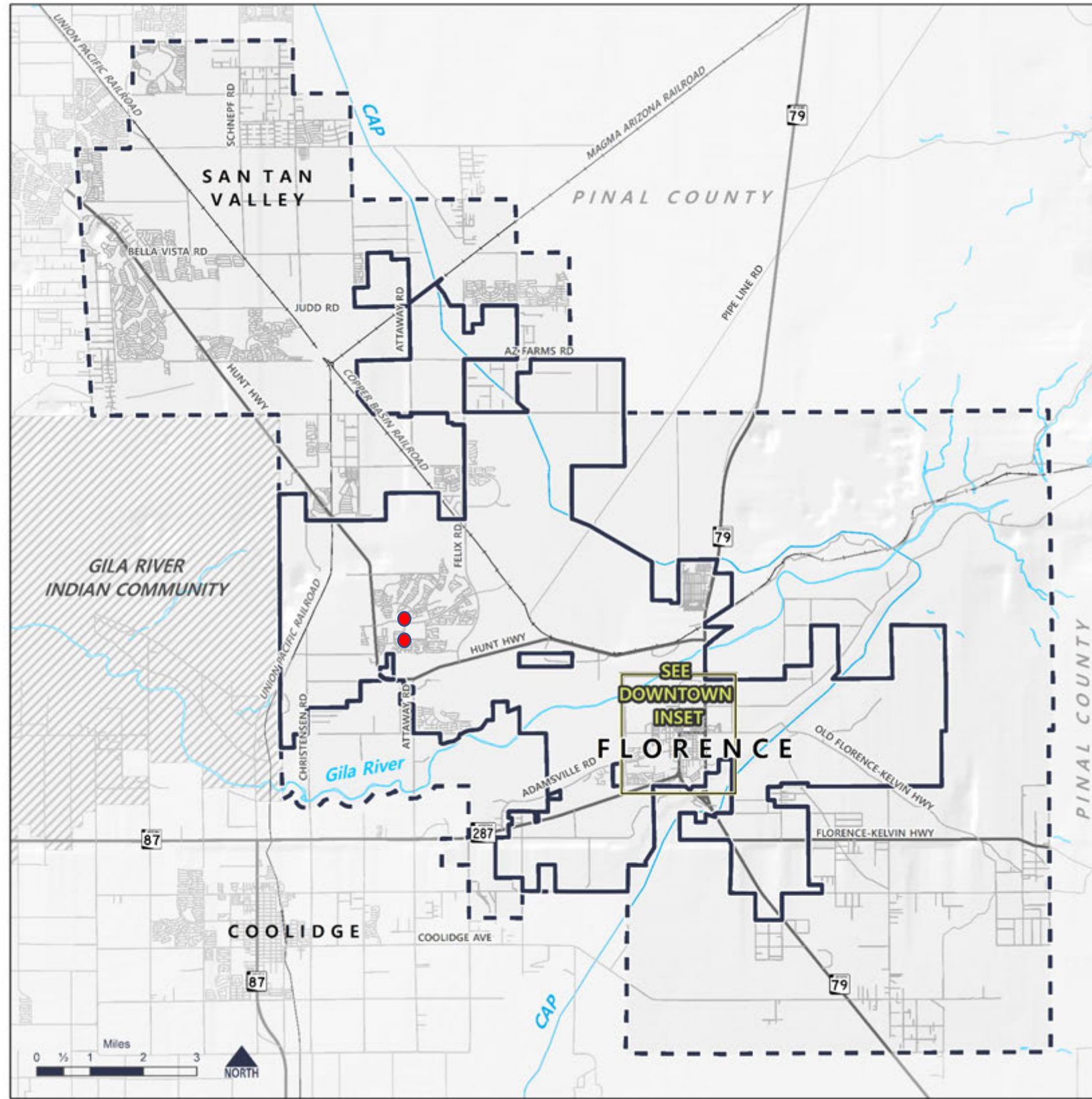
1. Main Street at Ruggles Street,
2. Existing crosswalk on Main Street approximately 185 feet south of Stewart Street,
3. East Virginia Street at Orlando Street,
4. Merrill Ranch Parkway at Anthem Way, and
5. American Way at Anthem Way.

Pedestrian and bicycle counts at the above-mentioned locations were collected on the roadways and also within the existing crosswalks.



Figure 34: Pedestrian and Bicycle Count Locations

**TOWN OF FLORENCE**  
Active Transportation Plan



**Legend**

- Town of Florence Municipal Limits
- Town of Florence Municipal Planning Area Boundary
- U.S. Highway / State Route
- Local Road
- Railroad
- Count Locations

Data Source: Town of Florence, Pinal County, ADOT, AZGEO Clearinghouse



### 3. Crash Analysis

An analysis of all crashes, with particular attention to bicycle and pedestrian crashes was performed for the Florence ATP. A thorough analysis of the crash data will identify if there are any identifiable trends, patterns, predominant crash types and if there are any locations for re-occurring crashes that trigger notable bicycle and pedestrian safety concerns.

Crash data for the five-year period from January 1, 2013 to December 31, 2017 was obtained from the Town of Florence. During the five-year period, a total of 958 crashes were reported within the Town of Florence limits. Based on the crash data obtained from Town of Florence, there was one fatality reported within the Town of Florence limits in the year 2014 at the intersection of Highway 79 and Florence-Kelvin Highway. 246 of 958 crashes (26%) within the study corridor resulted in an injury crash whereas 711 of 957 crashes (74%) resulted in a no injury crash. Due to the limited nature of the crash data set provided by the Town of Florence, the crash summaries were restricted to the number of crashes per year and injury type only, and therefore supplemental crash data was obtained from ADOT Traffic Records Section for the five-year period from January 1, 2013 to December 31, 2017.

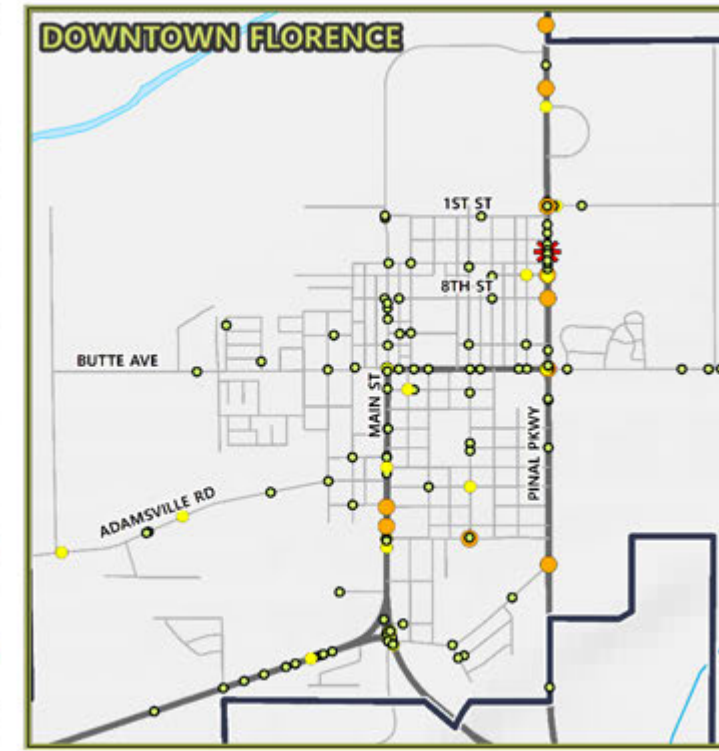
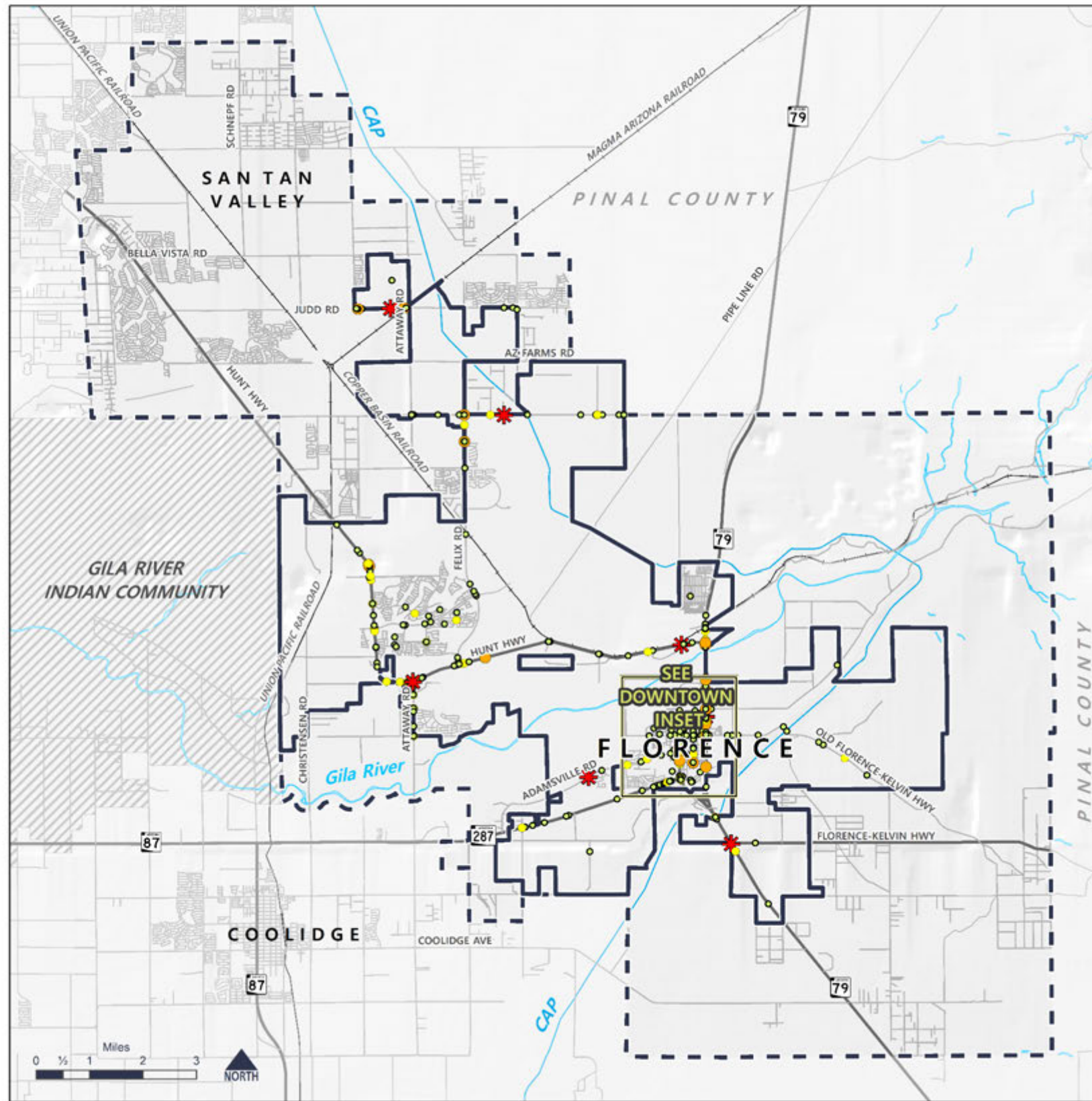
ADOT crash data (which also includes local and county roadways) for the five-year period from January 1, 2013 to December 31, 2017 within the Town of Florence limits was analyzed as part of this study. During the five-year analysis period, 437 total crashes occurred within the Town of Florence. Eight of the 437 crashes resulted in a fatality, 21 were serious injury crashes, 58 were minor injury crashes and 350 resulted in a no injury crash (see **Figure 35**). Seven crashes of the 437 total crashes (1.6%) were reported as bicycle and/pedestrian related crashes (see **Figure 37**). The following sections discuss the crashes within the study area for the five-year analysis period.



Figure 35: Crash Locations & Injury Severity (2013 - 2017)

# TOWN OF FLORENCE

Active Transportation Plan



**Legend**

- Town of Florence Municipal Limits
- Town of Florence Municipal Planning Area Boundary
- U.S. Highway / State Route
- Local Road
- Railroad

**Florence Municipal Limit Crash Data 2013-2017 (Totals)**

- No Injury/Possible Injury (350)
- Non-Incapacitating Injury (58)
- Incapacitating Injury (21)
- Fatal (7)

Data Source: Town of Florence, ADOT, AZGEO Clearinghouse



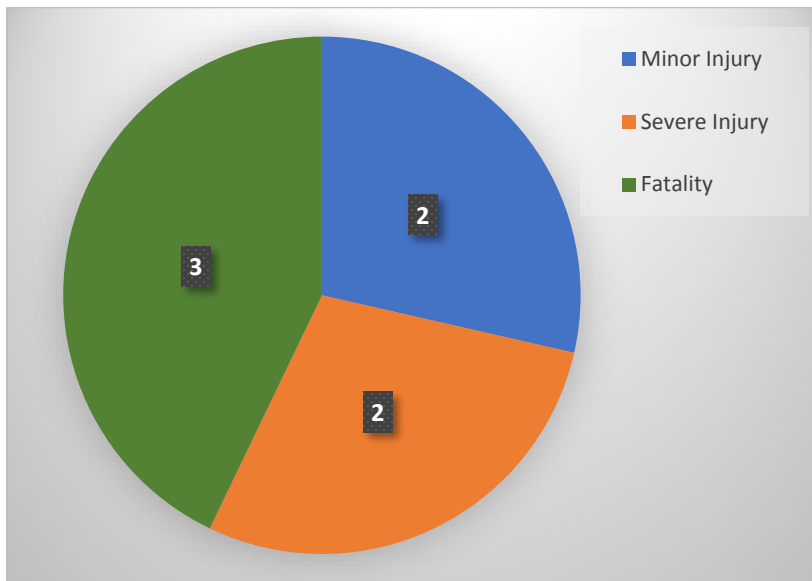


#### 4. Pedestrian and Bicycle Crash Analysis

Based on the crash data, of the total 436 crashes reported within the study area during the five-year analysis period, seven (1.4%) were pedestrian/pedal cycle related collisions.

Three of the seven pedestrian/bicycle related crashes (43%) resulted in fatalities which is greater than the statewide pedestrian/bicycle related fatalities for the analysis years 2013 to 2017 (7%); one in 2013 and one in 2015. One of the two pedestrian/bicycle related fatality occurred during the daylight condition and the other two occurred during the dark-not-lighted condition. Drugs was a factor in one of the reported fatalities. Of the remaining pedestrian/bicycle related crashes, two resulted in a non-incapacitating injury and the remaining two resulted in an incapacitating injury.

Figure 36: Pedestrian/ Bicycle Crash Summary



A comparison of pedestrian/bicycle related crashes that occurred within the study area in the five-year analysis period and the Statewide average is shown in **Table 7**.

Table 7: Crash Severity Comparison

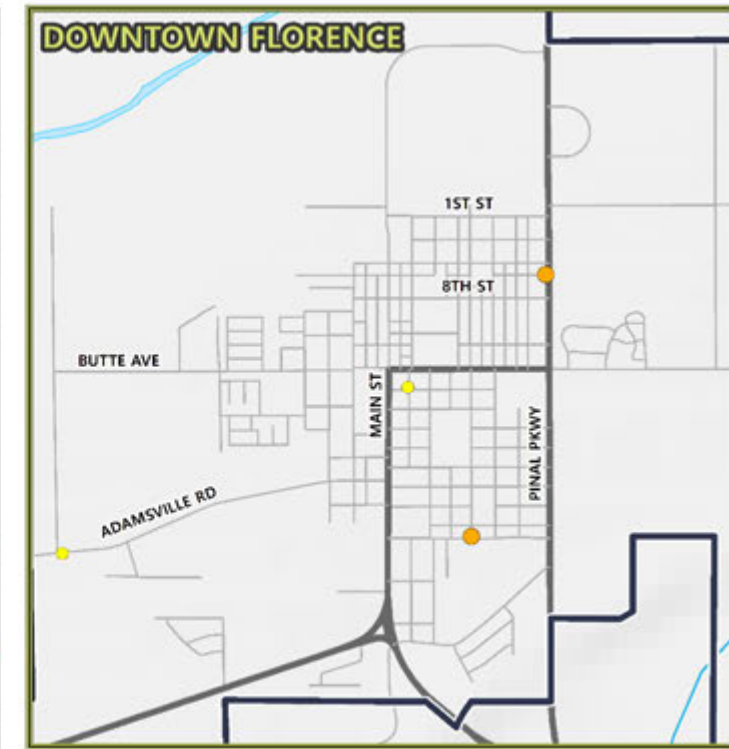
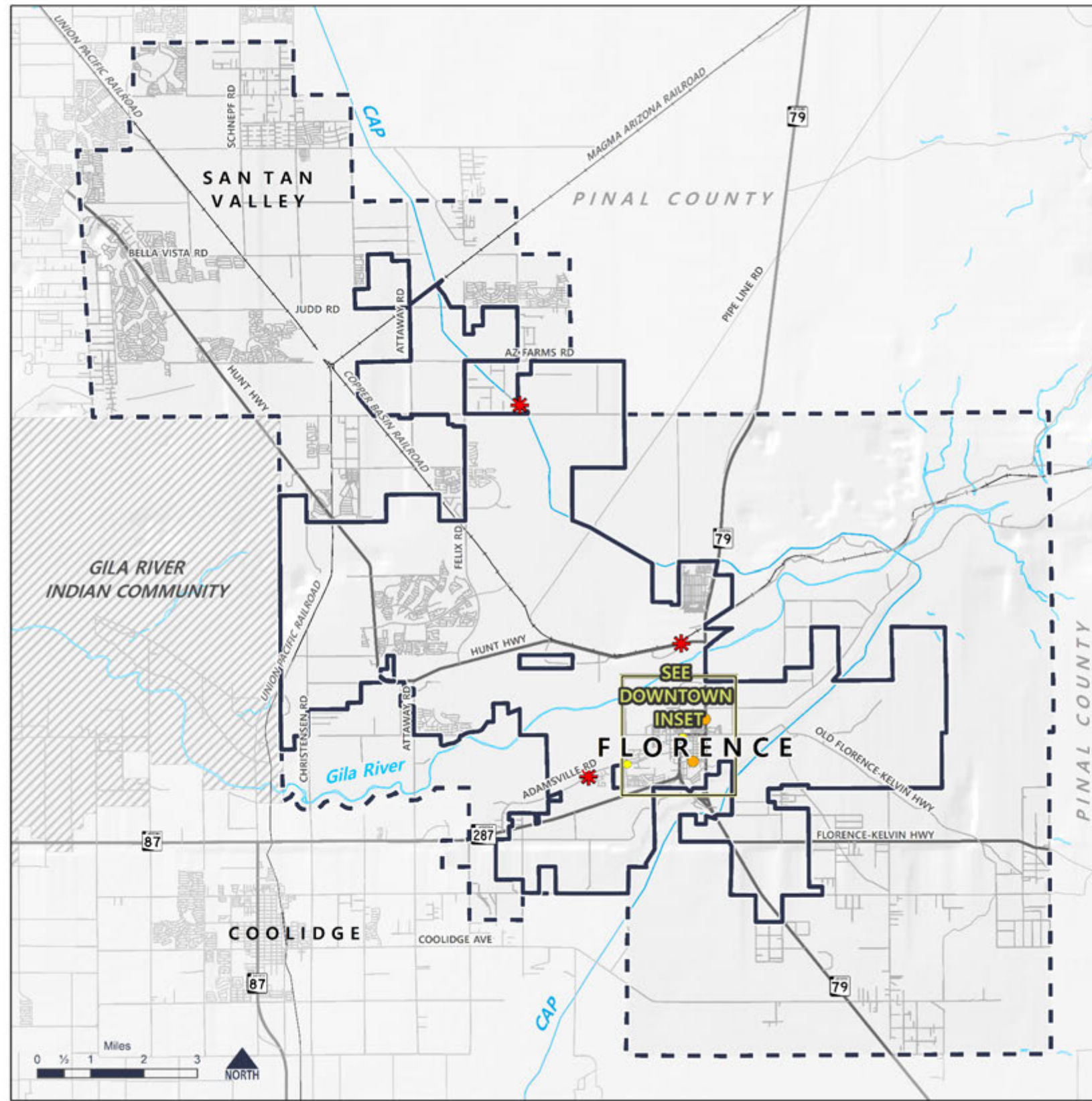
Crash Severity	Number	Florence %	Statewide Average %*
Fatal	3	43%	7%
Injury	4	57%	85%
Property Damage Only	0	0%	8%

\*Average of Pedestrian/Bicycle Related crashes from 2013-2017



Figure 37: Bike/ Pedestrian Related Crash Locations & Injury Severity (2013 - 2017)

**TOWN OF FLORENCE**  
Active Transportation Plan



**Legend**

- Town of Florence Municipal Limits
- Town of Florence Municipal Planning Area Boundary
- U.S. Highway / State Route
- Local Road
- Railroad

**Florence Pedestrian/Bicycle Crash Data 2013-2017 (Totals)**

- No Injury/Possible Injury (0)
- Non-Incapacitating Injury (2)
- Incapacitating Injury (2)
- Fatality (3)

Data Source: Town of Florence, ADOT, AZGEO Clearinghouse



**Figure 37** illustrates the locations of the pedestrian/pedal cycle related crashes within the Town boundary.

A detailed description of those crashes is outlined below:

1. Year 2013 - Bicycle related crash

- Injury Severity - Fatal.
- Location of Crash - on Adamsville Road near NTO Village Road, not intersection related.
- Roadway Classification - Minor Arterial,
- No bicycle facilities present in the roadway.
- Lighting Condition - Daylight

2. Year 2015 - Pedestrian related crash

- Injury Severity - Fatal.
- Location of Crash - on Hunt Highway west of Highway 79, not intersection related.
- Roadway Classification - Major Collector,
- Walking with the traffic, no pedestrian facilities present in the roadway.
- Lighting Condition - Dark-not-lighted

3. Year 2015 - Pedestrian related crash

- Injury Severity - Minor injury.
- Location of Crash - on Adamsville Road at Plant Road, intersection related.
- Roadway Classification - Minor Arterial,
- Walking against the traffic, no pedestrian facilities present in the roadway.
- Lighting Condition - Daylight

4. Year 2016 - Pedestrian related crash

- Injury Severity - Serious injury,
- Location of Crash - on Pinal Parkway at 6th Street, intersection related,
- Roadway Classification - Local,
- Crossing Pinal Parkway, no pedestrian facilities/crosswalk present in the roadway
- Lighting Condition - Dark lighted

5. Year 2016 - Pedestrian related crash

- Injury Severity - Minor injury,
- Location of Crash - on Aguilar Street at Elizabeth Street, intersection related,
- Roadway Classification - Major Arterial,
- Three pedestrians crossing Aguilar Street, vehicle making a northbound left-turn, crosswalk present in the roadway,
- Lighting Condition - Daylight



6. Year 2017 – Pedestrian related crash

- Injury Severity – Fatal
- Location of Crash – on Cooper Road north of Arizona Farms Road, not intersection related
- Roadway Classification – Minor Arterial,
- Pedestrian walking with traffic in the southbound direction, no pedestrian facilities present in the roadway
- Lighting Condition – Dark-not-lighted

7. Year 2017 – Bicycle related crash

- Injury Severity – Serious injury
- Location of Crash – on Stewart Street at Park Street, intersection related
- Roadway Classification – Minor Collector,
- Bicycle crossing Stewart Street at Park Street, vehicle travelling west on Stewart Street, no bicycle facilities present in the roadway
- Lighting Condition – Dark-not-lighted

## H. Existing Active Events

### 1. *Merrill Ranch Triathlon at Anthem Merrill Ranch*

The 3<sup>rd</sup> Annual Merrill Ranch Triathlon will be held on Saturday, April 6<sup>th</sup>, 2019 in and around the Anthem at Merrill Ranch Development in northern Florence. This swim, bike, run event includes use of the neighborhood pool at the Parkside Community Center, as well as the bike lanes and paths throughout the development.



### 2. *Bicycle Clubs*

The Phoenix Metro Bicycle Club, Arizona Bicycle Club, Southwest Bicycles Cycling Club, and the Southeast Chandler Cycling Club are just a few of the clubs that host group rides which occasionally include Florence as part of their routes. More rides could be planned to include Florence as either a destination or pit stop if services were available to people riding bikes, i.e. bike repair shop.

### 3. *Annual Florence Historic Home Tour*

Each year the town hosts a historic home tour of over 20 homes. This year is the 34<sup>th</sup> Annual Tour and, while trolleys are available to ensure equitable access, walking is encouraged. Held in early February, the weather is ideal for physical activity.



## III. Analysis

### A. Survey Results

A survey consisting of 24 questions was developed to gain insight on the community's needs and concerns in relation to walking and bicycling safety, paths and trails, and behaviors and preferences. On September 17, 2018, the SurveyMonkey survey became live and was shared on the Town of Florence webpage ([www.florenceaz.gov/active-transportation-plan](http://www.florenceaz.gov/active-transportation-plan)). As of January 7, 2019, 36 responses were received. While it is important to note these responses were not statistically significant, nor representative of the population, the information received provided some insight into local behaviors and needs. An exhaustive summary report of the survey can be found in **Appendix B**.

#### 1. Demographics

- Of the respondents, 61% are female, 43% are ages 45-64, 36% are over age 65, and 19% are ages 25-44.
- 85% of respondents have 2 or more people residing in their home, however 25% have only one car, and another 2% have no car. 35% have 2 cars, 26% have 3 cars, and 12% have 4 or more.
- 77% of respondents own a bike, 23% do not own a bike.

#### 2. Travel Habits

- Respondents travel by car to the following destinations the MOST:
  - Retail- 54%
  - Job- 42%
  - Schools- 37%
  - Health Facilities- 34%
- Respondents travel by car to the following destinations the LEAST:
  - Job- 53%
  - Schools- 52%
  - Worship Centers & Libraries- 31%
- Respondents travel by walking to the following destinations the MOST:
  - Other- 35%
  - Parks- 34%
  - Friend or Family Home- 24%
- Respondents travel by walking to the following destinations the LEAST:
  - Job- 87%
  - Schools- 83%
  - Health Facilities- 74%
  - Worship Centers & Libraries- 71%
  - Retail- 60%



- Respondents travel by bike to the following destinations the MOST:
  - Other- 37% (Comments reflect recreational use)
  - Parks- 19%
  - Friend or Family Home- 17%
- Respondents travel by bike to the following destinations the LEAST:
  - Job- 81%
  - Schools- 81%
  - Worship Centers & Libraries- 80%
  - Health Facilities- 71%
  - Restaurants & Coffee Shops- 66%
- When respondents were asked if they would prefer to walk or ride a bike to those destinations that they currently drive to, 78% responded “YES”.
- Of those that responded “NO” to the above question, reasons cited include “poor connections, poor facilities, distances between destinations too long, and traffic speeds. Therefore, if those issues were rectified, they too may prefer to walk or ride a bike than to drive.

### 3. Challenges

- Streets respondents stated they prefer to avoid when walking or riding a bike are as follows:
  - Hunt Highway
  - Arizona Farms Rd.
  - Felix Rd.
  - Gila River Bridge
  - Pinal Parkway (SR 79)
  - Butte Ave.
  - Poston Butte Loop
  - Main Street (if on a bike)
  - Generally, all major roads
- When asked what the greatest challenges to walking and biking in the Town of Florence are, respondents listed the following:
  - Lack of facilities and connectivity- 38%
  - Traffic- 22%
- When asked to list the challenges faced when attempting to walk and bike in the Town of Florence, respondents listed the following:
  - Destinations are too far- 48%
  - Not enough bike lanes- 41%
  - Street lighting is inadequate- 37%
  - Driver’s excessive speed- 34%
  - Driver’s don’t obey traffic laws- 34%
  - There aren’t enough sidewalks- 33%
  - Not enough shade- 26%
  - Neighborhood streets and bike routes don’t go to desired destinations- 26%



- When asked what would make it easier, safer, or more convenient when attempting to walk, bike, or take transit in the Town of Florence, respondents listed the following:
  - Sidewalk connections- 63%
  - Designated bike lane/ facility- 63%
  - Improved nighttime lighting- 63%

#### 4. Sidewalks & Off-Street Trails

- When asked how safe they feel walking in Florence or where they live on a scale of 1 to 5 (1 being safest), respondents replied:
  - 1- 40%
  - 3- 23%
  - 2- 16%
  - 5- 9%
  - 4- 9%
  - Do not walk- %3
- If available, respondents said they would use off-street trails in Florence:
  - Multiple times per week- 39%
  - Once per week- 27%
  - At least once a month- 14%
- If available, respondents said they would use off-street trails in Florence for:
  - Walking/ jogging- 74%
  - Bike riding (traditional/ road biking)- 55%
  - Walking a pet- 52%
  - Mountain biking- 30%
  - Equestrian use- 6%
- When asked how safe they feel using an off-street trail in Florence or where they live on a scale of 1 to 5 (1 being safest), respondents replied:
  - 1- 29%
  - 2- 19%
  - Do no use off-street trails- 21%
  - 4- 14%
  - 3- 10%
  - 5- 8%

#### 5. Bike Facilities

- When asked how they feel about bicycling on existing streets in Florence, respondents replied:
  - Interested, but only with bike lanes and slow speeds- 38%
  - Interested, but concerned about safety, nearly never ride on streets- 24%
  - Do not ride a bike- 16%
  - Enthusiastic and confident while riding on the streets- 10%



- When asked how safe they feel riding a bicycle in Florence or where they live on a scale of 1 to 5 (1 being safest), respondents replied:
  - 3- 29%
  - 2- 24%
  - 5- 15%
  - Do not ride a bike- 16%
  - 1- 18%
  - 4- 5%

## B. Field Review Findings

Over a span of four weeks, field reviews were conducted across the Town of Florence with varying focus. The field work reviewed transit stops, accessibility and connectivity, a cursory overview of ADA deficiencies, trails and trailheads, sidewalks and multi-use paths, bike facilities, pedestrian and bicycle crash locations, street widths and lighting. In addition, driver, pedestrian and bicyclist behavior was observed and documented.

### 1. *Pedestrian Accessibility*

The community of Anthem at Merrill Ranch appears to have excellent bicycle and pedestrian accessibility by design. Largely a reflection of being a newer master planned community with modern amenities, most community destinations a resident would want to access are accessible on foot or by bike in Merrill Ranch.

As **Figure 40** shows, the downtown area is largely accessible in that there are continuous sidewalks on the majority of roadways. Sidewalk typically include 8' to 10' sidewalks along both sides of Main Street, and 4' to 5' sidewalks elsewhere in the downtown area. It is worth noting that some apartment homes (such as Saguaro Gardens, Pinal Parkway and Big Horn Ranch) do not have viable bicycle and pedestrian connectivity beyond their complexes. Florence Heights Dr. isolates the residents to the south from access to the north. There are crosswalks with pedestrian signage present across Florence Heights Dr., however there are no sidewalks on either side. SR 79/ Pinal Parkway Ave. is lacking sidewalks which limits connectivity to many of the major employers in the Town, as well as residences, businesses, and services.





## 2. Bicycle Facility Signage/Pavement Markings

Generally speaking, bicycle facility signage and/or pavement markings are lacking in Florence. Throughout Merrill Ranch specifically, there are no pavement markings nor signage for bike lanes (see **Figure 38**). In downtown, there are occasions where there are pedestrian crossing signs in locations where there is no sidewalk or destination to cross to. There was no signage from Hunt Highway alerting people driving to the Poston Butte trailhead- neither for safety nor for wayfinding. There is also no signage for the US Bike Highway Route 90. Consistent with ADOT’s policy, there is no signage along the highway suggesting that people may ride their bikes on the shoulder.

**Figure 38: Bike Lane Pavement Marking & Bike Lane Signage**



## 3. ADA Compliance

While a detailed evaluation of ADA compliance/non-compliance of existing facilities is beyond the scope of the Florence ATP, a broad assessment was conducted to identify any obvious ADA shortcomings, particularly in the downtown area. Many of the downtown sidewalks appear to meet current ADA requirements, many of the ramps appear to not meet requirements. The primary challenges for people with disabilities in the downtown area are the utility poles located within the ramps and sidewalks, and gaps in sidewalk coverage. At first glance it appears that new buildings and adjacent pedestrian facilities are within ADA compliance, but the Town’s Community Center has a wide path that leads to a street curb and no ramp is provided (see below).



#### 4. Grassroots Park-and-Rides

Locals in Florence have identified preferred locations for park-and-rides by simply using vacant dirt lots near intersections. This was observed at Arizona Farm Rd. and SR 79 (outside Town limits) as well as Hunt Highway and SR 79, both on the east side of SR 79.

Arizona Farms & SR 79



Hunt Highway & SR 79



#### 5. Transit

While Greyhound service has departed from downtown Florence to nearby Eloy, the CART is still providing service to Florence and its neighbors (see **Figure 32**). The CART brochure currently depicts six (6) stops within downtown Florence, yet the schedule lists five (5) stops. No signs or other bus stop identifiers could be located for the following stops: Florence Pool/ City Complex (*shelter planned*), Adamsville Rd. & Main St., Stewart St. & Orlando St.



### Pinal County Courts Bus Stop

From this transit stop, riders can head east or west on the route. The stop was visible upon entering the property, there was ample shade, seating was provided, CART brochures were in place, and a trash can was located adjacent to the stop. Bike parking was not located at the stop, however, there was one located on the west side of the building's entrance approximately 200 feet away.



While the property itself appears ADA compliant, there is limited safe access as a person walking or biking. There is no sidewalk or shoulder along SR 79/ Pinal Parkway Ave., and the speeds traveled appeared to be higher than the posted speed limit. This bus stop can also be accessed via Diversion Dam Rd., however there is no sidewalk present along this roadway and therefore it is not a viable ADA accessible route.

### Pinal County Administrative Complex

This bus stop location is a bit inconspicuous. It was identified by its sign located at the end of a sidewalk. There were no CART brochures in place, no seating, and no shade. The ramps of the surrounding sidewalks are not currently ADA compliant, however the access through the Administrative Complex is ADA compliant. A new bus shelter is planned here, at an accessible location closer to the entrance.



## *6. Continuity & Connectivity*

The greatest challenge to connectivity and continuity by far is the separation of the Town's three most developed areas. The development "islands" within the Town of Florence include Anthem at Merrill Ranch, Florence Gardens and the Florence downtown historic core. Each of these "islands" have varying levels of pedestrian and bicycle mobility internal to their development areas.

Merrill Ranch (as discussed above) is a modern master planned community that overall contains sidewalks and bike lanes/trails within the community. Florence Gardens however, which dates to the 1960's, does not have bike lanes or sidewalks. What



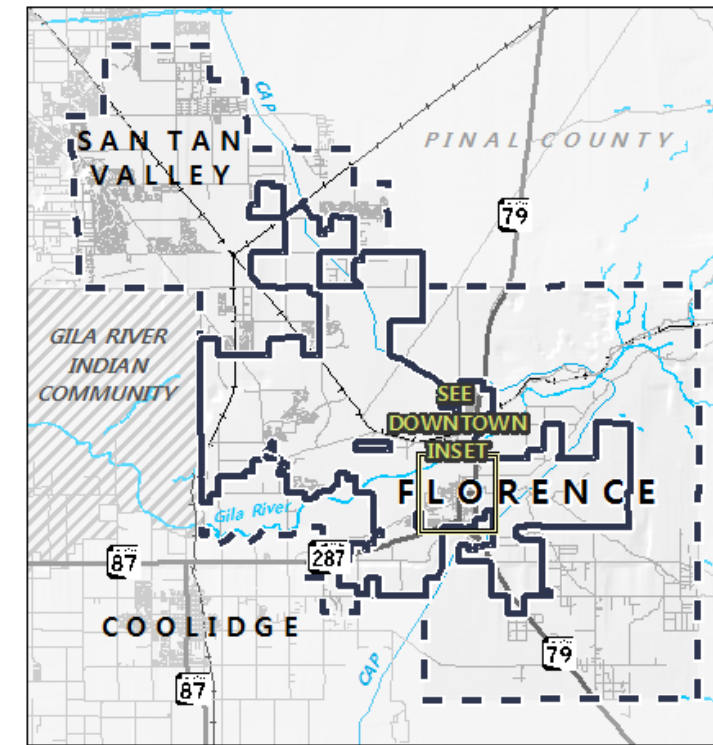
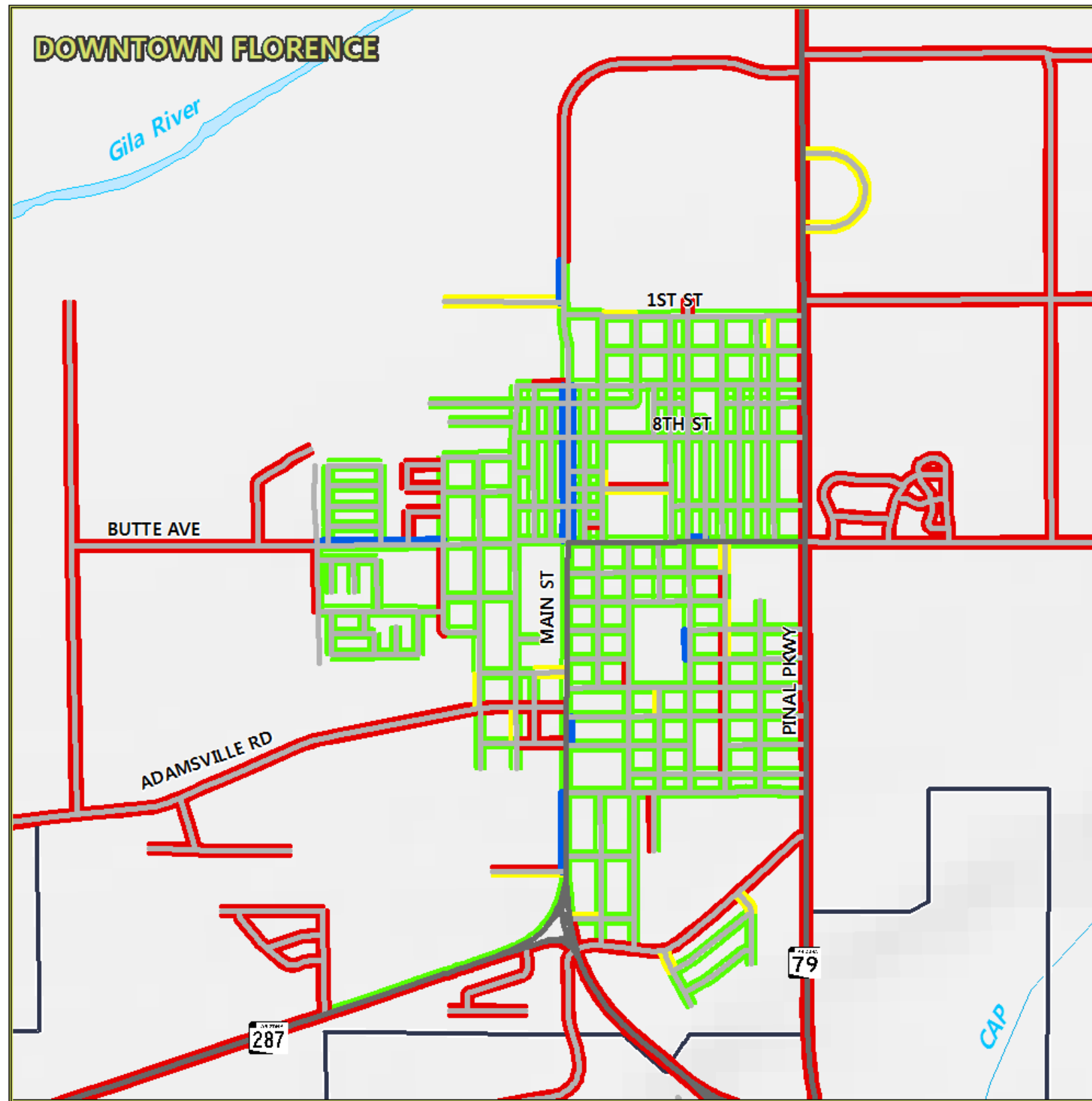
Florence Gardens does have is a combination of dirt shoulders, 32-foot wide pavement sections and limited vehicle trips which makes internal mobility relatively safe and efficient. The downtown historic core does not have bike facilities, but the sidewalk connectivity is nearly uninterrupted, and many of the streets are low volume and low speed making it comfortable to ride a bike in the street. The challenge (and key objective of the Florence ATP) with these three communities is what is lacking between them; bicycle and pedestrian facility connections.



Figure 39: Downtown Sidewalk Network

# TOWN OF FLORENCE

## Active Transportation Plan



### Legend

- Town of Florence Municipal Limits
- Town of Florence Planning Boundary
- U.S. Highway / State Route
- Local Road
- Railroad

### Downtown Sidewalks

- Sidewalks 8' - 10'
- Sidewalks 4' - 5'
- Intermittent/Inaccessible Sidewalks
- No Sidewalks

Data Source: Town of Florence, Pinal County, ADOT



## C. Gap Analysis

### 1. Sidewalks

While the Anthem at Merrill Ranch Community has created a functional network of sidewalks, there are major gaps leading to and from the various access points of the development.

In the downtown core, the Town has provided sidewalks at a minimum of 4 ft. on nearly all streets, and occasionally 5 ft., 8 ft., and 10 ft. sections appear. On the retail section of Main St. there are raised and covered 10 ft. sidewalks which elevate the pedestrian's comfort level.

The primary gaps, or largest gaps, are those along SR 79 between Florence Gardens and Downtown, Downtown and Adamsville, Downtown and the apartment complexes south of Stewart St., and Anthem at Merrill Ranch to Florence Gardens and Downtown. Additionally, the Gila River bridge has been a pinch point between the downtown users and users to the north. ADOT is constructing a new bridge over the Gila River complete with buffered space for people walking and biking allowing for facilities to create further connections. Another standout gap is the disconnect between downtown's sidewalk system and the major employers on the east side of Pinal Parkway Ave.

### 2. Shared- Use Paths

In the Anthem at Merrill Ranch Community meandering multi-use paths/sidewalks in 6 ft., 8 ft. and 10 ft. widths are present throughout the community on major roadways such as those with bike lanes as well as Hunt Highway between Franklin Road and approximately 0.4 miles south of American Way (8 ft.).

Paved 5 ft., 6 ft., 8 ft. and 10 ft. wide off-street paths throughout the Anthem at Merrill Ranch Community connect neighborhoods, amenities, and a retail center. These paths were lighted, however frequency changed based on proximity to roadway, amenities (such as playgrounds and community center), and path intersections. No other shared use paths are present in the Town of Florence

### 3. Trails

The only established trail observed during the field analysis was the Poston Butte Trail. There appears to be two trails leading from the Poston Butte Trailhead; one that is a wide and maintained trail to the top, and the other is a narrow path leading around the north side of Poston Butte before making its way to the top, essentially creating a loop option for hikers. All other trails may be physically usable by people walking, mountain biking and riding horses, however they appear to be for OHV use primarily. This is apparent by the visible tire ruts made by the OHV's, the random placement of the trails (grassroots creation), lack of signage and wayfinding, lack of a map or trailhead, and the rough, inconsistent, unmaintained surfaces.



The New Poston Butte Park Conceptual Plan is underway with new access points, parking and amenities on recently acquired land. Connections to this park and will be decided as part of the Town's upcoming Parks, Trails, and Open Space Master Plan update.

Additional unofficial off-road trails exist along Hunt Highway, the railroad, and the Gila River Bed (OHV trails are not included in this study however). These trails could also physically be used people walking, mountain biking and riding horses, however they are again they are not user friendly.

#### *4. Bicycle Facilities*

Aside from the facilities in place in Anthem at Merrill Ranch and along Hunt Highway's curve, the paved shoulders along ADOT's roadways, the unsigned US Bike Highway 90, and the planned Gila River Bridge, there are no bike facilities within the Town of Florence. This provides a nearly blank slate to create the network necessary to connect the Town's development islands.



## IV. Recommended Facilities

The recommendations set forth are made in response to the public survey findings and stakeholder feedback, as well as existing conditions both researched and observed. Recommendations are separated into On-Street Facilities and Off-Street Facilities. The On-Street Facilities were determined separately from this study; however, considerations were made for the Off-Street Facilities network.

### A. On-Street Bicycle and Pedestrian Facilities

The following sections outline in detail the on-street bicycle and pedestrian facility types, design standards, and cross sections. These on-street facilities were determined as part of a concurrent study; the Florence Transportation Planning Study. This study focused primarily within the Town Limits and resulted in a significant downgrading of numerous roadways laying the groundwork for an extensive on-street network. The proposed bike and pedestrian facilities located in or adjacent to the roadway are shown in **Figure 41**.

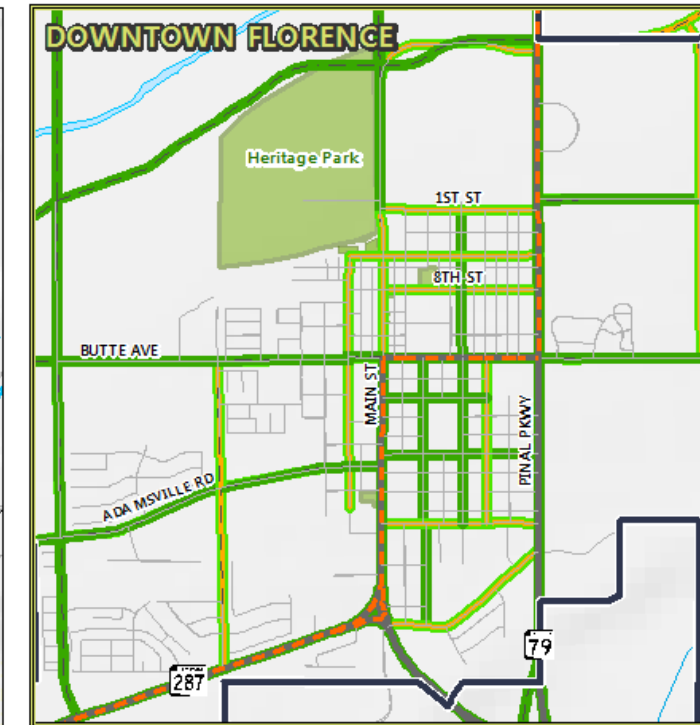
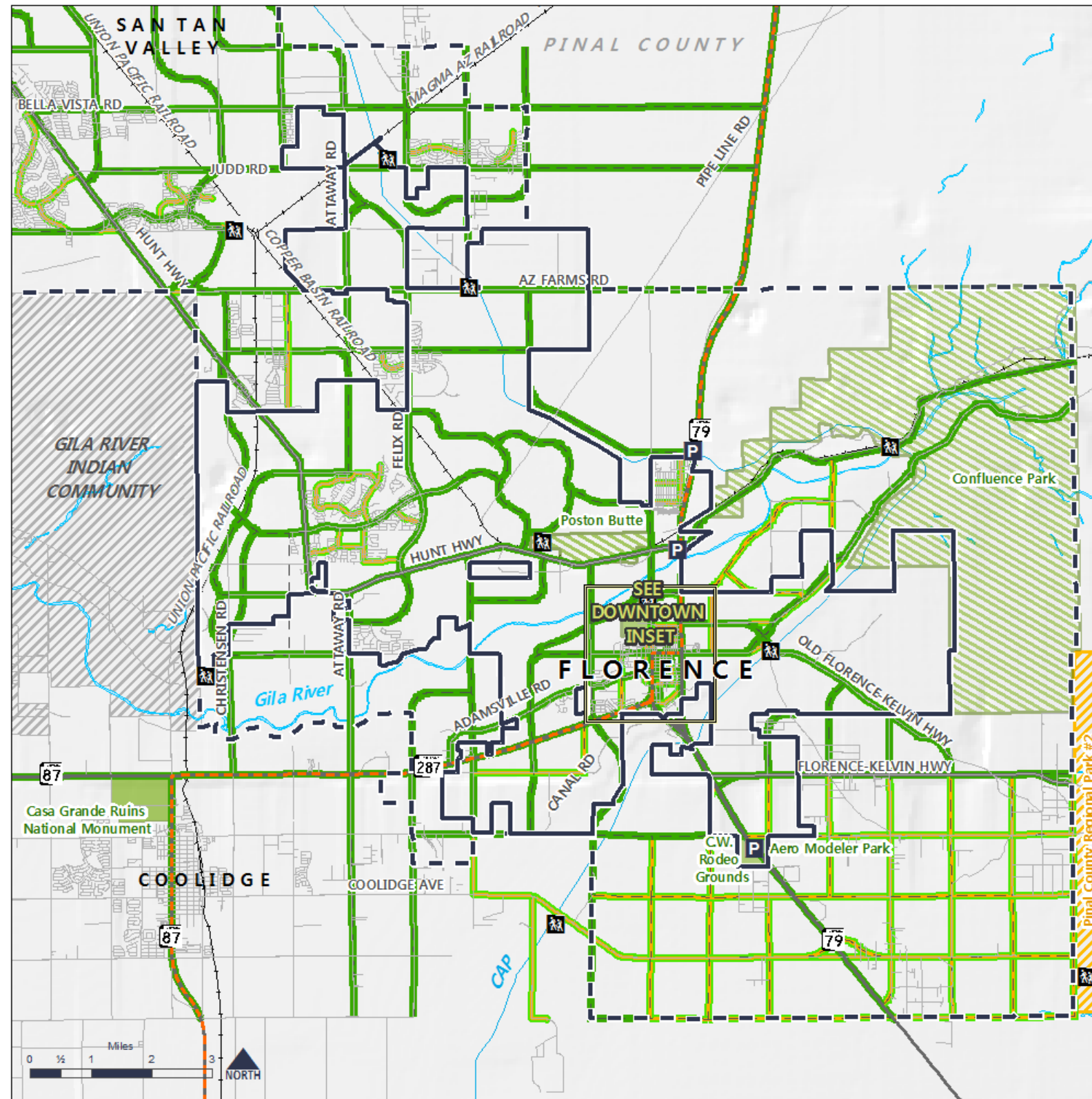




Figure 40: On-Street Bicycle and Pedestrian Facilities (as identified by the Florence Transportation Planning Study)

# TOWN OF FLORENCE

Active Transportation Plan



### Legend

- Town of Florence Municipal Limits
- Town of Florence Municipal Planning Area Boundary
- U.S. Highway / State Route
- Local Road
- Planned Road
- Railroad
- Parks**
- Proposed Parks
- Existing Special Use Parks
- Proposed Regional Park
- On Street Facilities**
- Multi-Use Path, Bike Lanes
- Sidewalk/Trail\*, Bike Lanes
- Sidewalk/Trail\*
- US Bike Highway Rt.90
- Trailheads**
- Park and Ride / Trailhead
- Trailhead

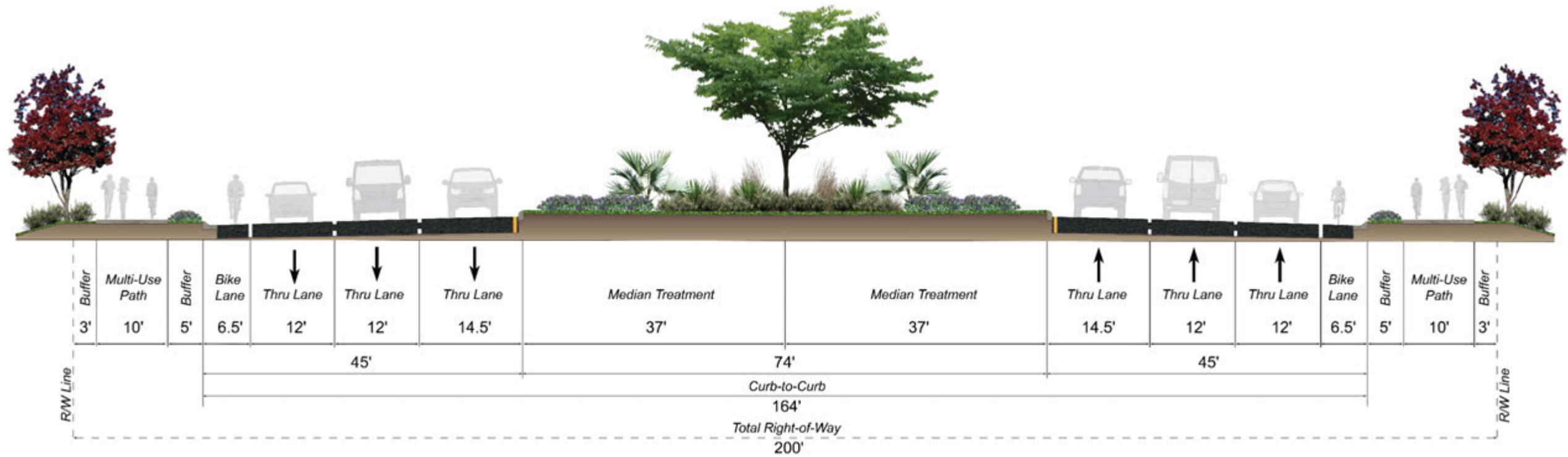
\*ADA Compliant Surface  
Data Source: Town of Florence, Pinal County, ADOT, AZGEO Clearinghouse



### 1. Parkway

Also known in Arizona as the “Arizona Parkway”, this roadway is a divided roadway that can accommodate greater volumes of vehicles traveling at higher speeds. One of its most notable features are the detached Multi-Use Paths and Bike Lanes. The posted speed limit for these roadways is 55 mph.

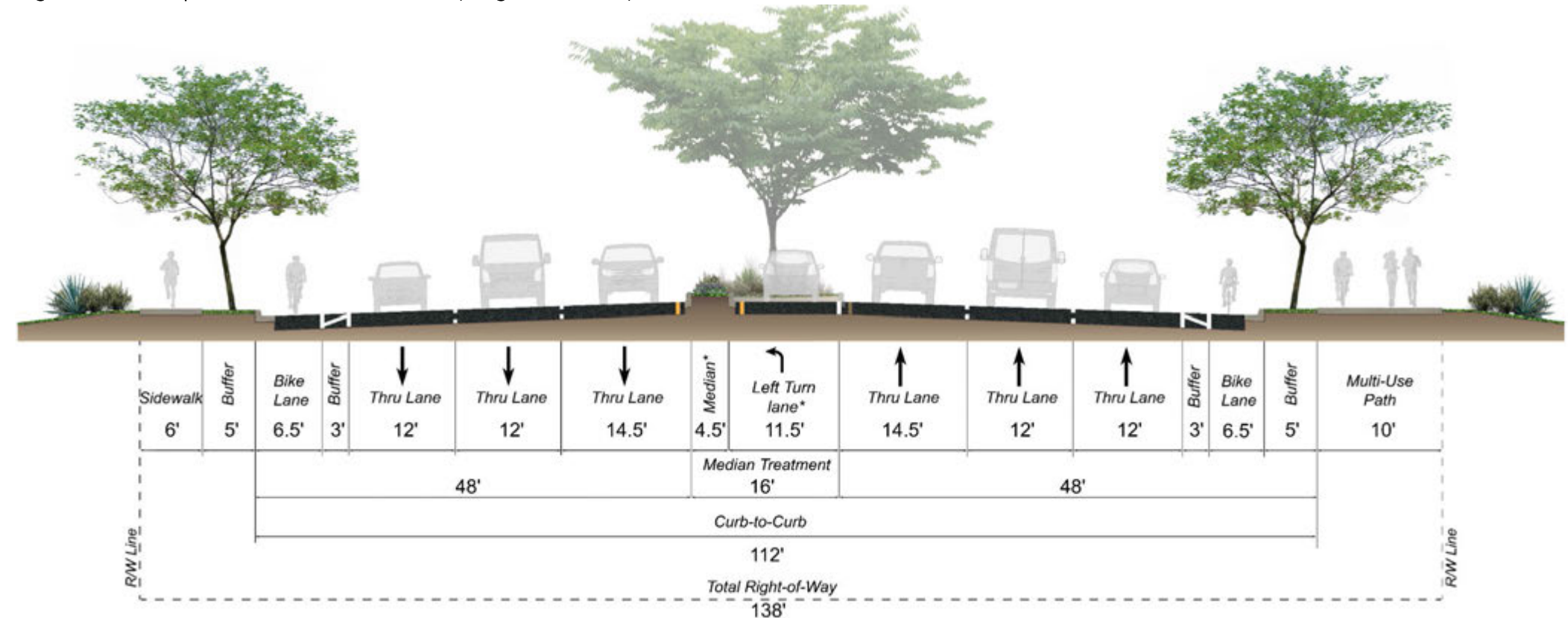
Figure 41: Parkway Cross-Section



### 2. Principal Arterial

The Principal Arterial is often the most significant classification in that it carries the highest proportion of traffic in conventional urbanized areas. In a small urban area context like Florence however, these facilities can be limited in number and extent. A Principal Arterial often supports the largest volumes of traffic at higher speeds, but also serves through travel and to large employment of activity centers. These trip characteristics tend to be longer trip lengths. Principal Arterials are either fully or partially access controlled. This Principal Arterial provides a Multi-Use Path, oversized sidewalk, and buffered bike lanes and speed limits of 40-45mph.

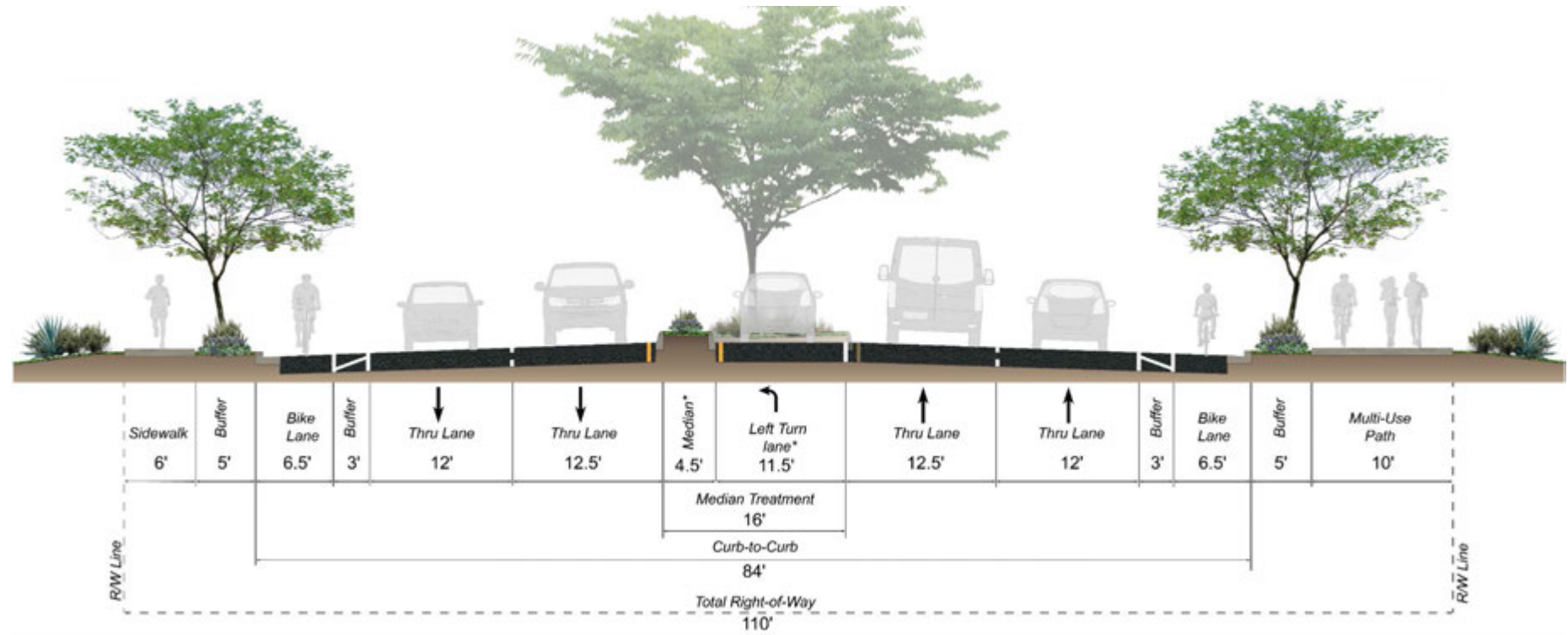
Figure 42: Principal Arterial Cross-Section (Single Left Turn)



### 3. Minor Arterial

The Minor Arterial augments the Principal Arterial by serving moderately high daily traffic over shorter trip lengths. The Minor Arterial is a 4-lane facility. These roadways have more frequent driveway access to adjacent land uses and interconnect with collector roadway systems, serving trips of moderate length. Minor Arterials are the primary roadways on the Florence Functional Classification Plan 2040. These roadways include a detached Multi-Use Path, oversized sidewalks, and buffered bike lanes and speed limits of 35mph.

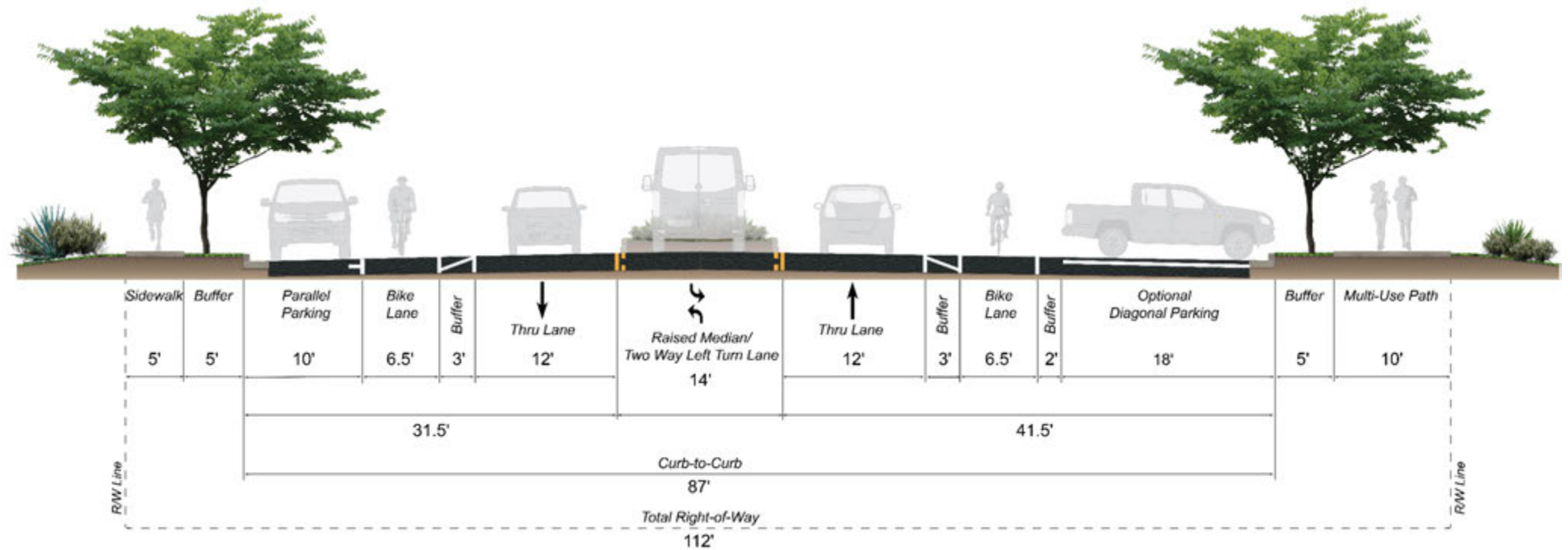
Figure 43: Minor Arterial Cross-Section



### 4. Enhanced Collector

As the name implies, the Enhanced Collector is applicable to serving residential and/or commercial land uses whereby there is an added need or emphasis on enhanced or expanded mobility needs. These include oversized shared use paths, bicycle lanes/buffers, and on-street parking. Land uses being served by an Enhanced Collector may offer a commercial core area, village, central business district, business park or other development project with mixture of land uses at higher densities/intensities and/or may be seeking a unique character of place through the enhanced use of street trees, hardscaped plazas, public art and mobility options. These roadways are expected to have a 25mph speed limit posted.

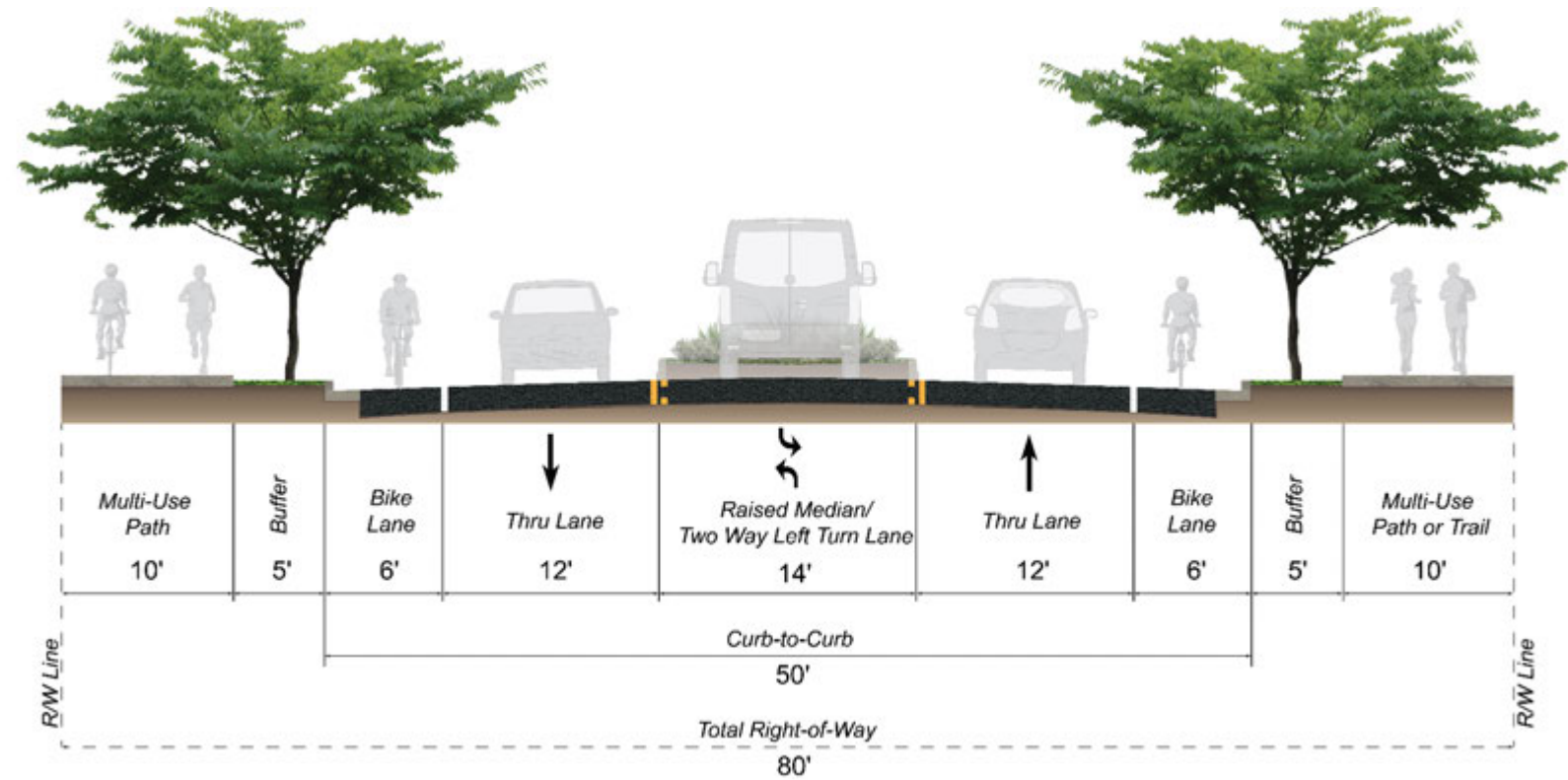
Figure 44: Enhanced Collector Cross-Section



### 5. Major Collector

A conventional Major Collector roadway at 80-feet in right-of-way width provides connection from arterial streets to local streets over short distances and direct access to non-residential properties. This roadway type is complete with multi-use paths, as well as an optional multi-use trail based on context, as well as bike lanes. The anticipated speed for these roadways in 25 mph.

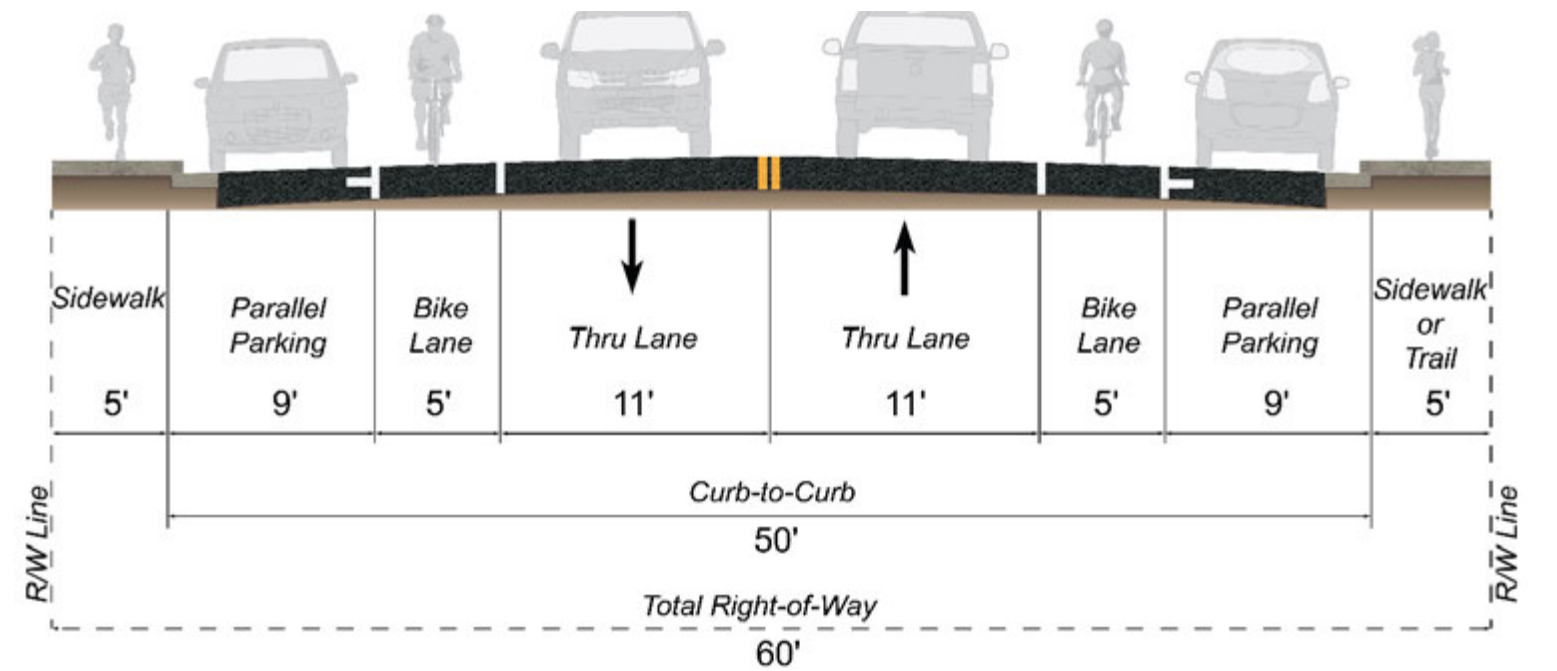
Figure 45: Major Collector Cross-Section



### 6. Superlocal

The Superlocal is primarily intended to serve short trips, provide direct access to private properties, and accommodate on street parking. In comparison to the Major Collector roadway, the Superlocal contains bicycle lanes and sidewalks (trail option available based on context), travel lanes are 11-feet rather than 12-feet in width, landscaping areas are reduced, and there is no median area provided. The speed limit for this roadway is anticipated to be 25mph.

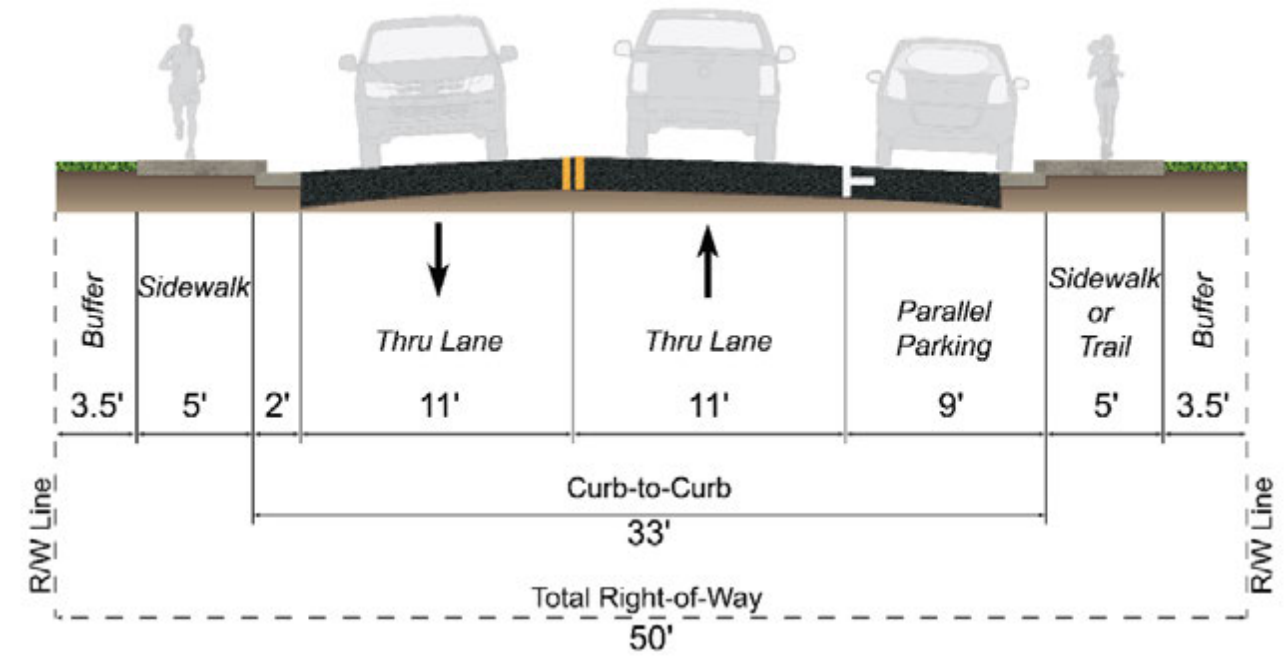
Figure 46: Superlocal Cross-Section



### 7. Local Streets

Local roadways are the most abundant type of road and is specifically designed to have high accessibility and to connect to collector and arterial roadways. Local roads are also typically designed to support slow speed travel and to discourage through traffic. Local roads typically only serve residential land uses and accommodate on street parking within the curb-to-curb pavement section. There are typically no on street bicycle facilities on local roads due to the slower travel speeds of the vehicles. The speed limit for both cross-sections is anticipated to be 25mph. The 50-foot local road is not intended to support long distance travel or high-speed vehicles. This local road is designed to provide direct access to adjacent land uses as the origin or destination. The 50-foot local road is designed to only accommodate on street parking on one side of the roadway. This type of local road would be applied when residential land uses only exist on one side of the road.

Figure 47: 50-Foot Local Cross-Section



## B. Off-Street Bicycle and Pedestrian Facilities

The Town of Florence established a trail hierarchy within the 2008 Parks, Trails, and Open Space Plan. This hierarchy was streamlined into a more functional and easier to administer hierarchy to provide clear guidance and flexibility in applying context sensitive rural and urban applications of the trail types. For comparison purposes and historical context, the existing adopted Town and County paths and trail types are shown in the column on the left (Pinal County trails in white, and the Town of Florence in grey) while the new proposed Florence ATP hierarchy is identified in the column in the middle, and the approximate mileage within the Town limits is shown in the column on the right.

**Table 8: Existing vs Proposed Paths & Trails Hierarchy**

Existing Hierarchy	Proposed Hierarchy	Proposed Miles (Appx.)
Neighborhood Trail (8')	Multi-Use Path- Paved (8'-10')	11
Town Trail (8'-10')		
Shared Use Paved Path (10'-12')		
Existing/ Planned County Multi- Use Trail Corridor	Multi-Use Trail- Unpaved Decomposed Granite (8'-10')	21
Proposed County Multi- Use Trail Corridor		
Equestrian Trail (8')		
Town Trail (8'-10')		
Neighborhood Trail (8')		
Back Country Trail (3')	Poston Butte Open Space & Trails Development Plan	TBD
Adopted County Trail Corridor	CAP Trail (Unpaved)	7
Town Trail (8'-10')		
Equestrian Trail (3'-4')	Native Trail Natural Surface (3'-5')	13
Town Trail (8'-10')		
4' Shoulder (4')	New Roadway Cross Sections (Florence Transportation Planning Study)	Reference Florence Transportation Planning Study
Shared Use Paved Path (10'-12')		
Neighborhood Trail (8')		



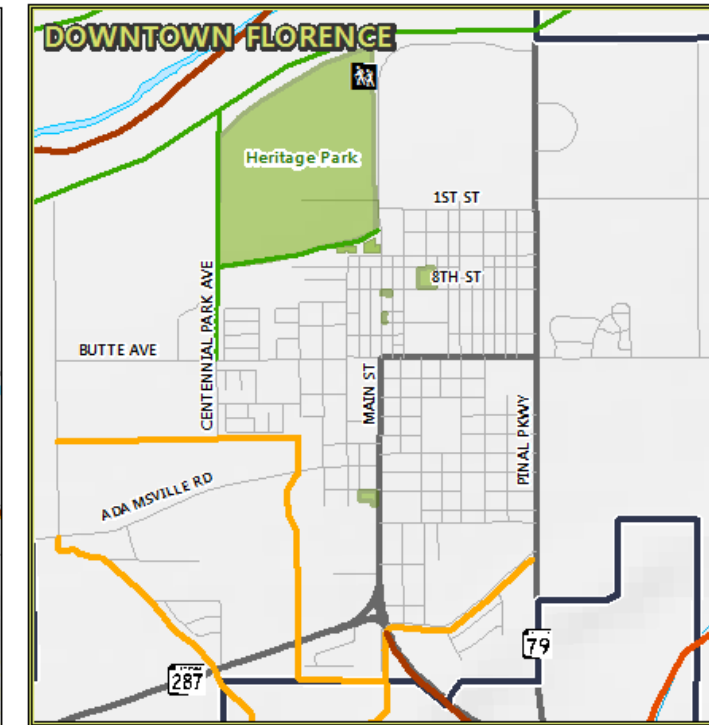
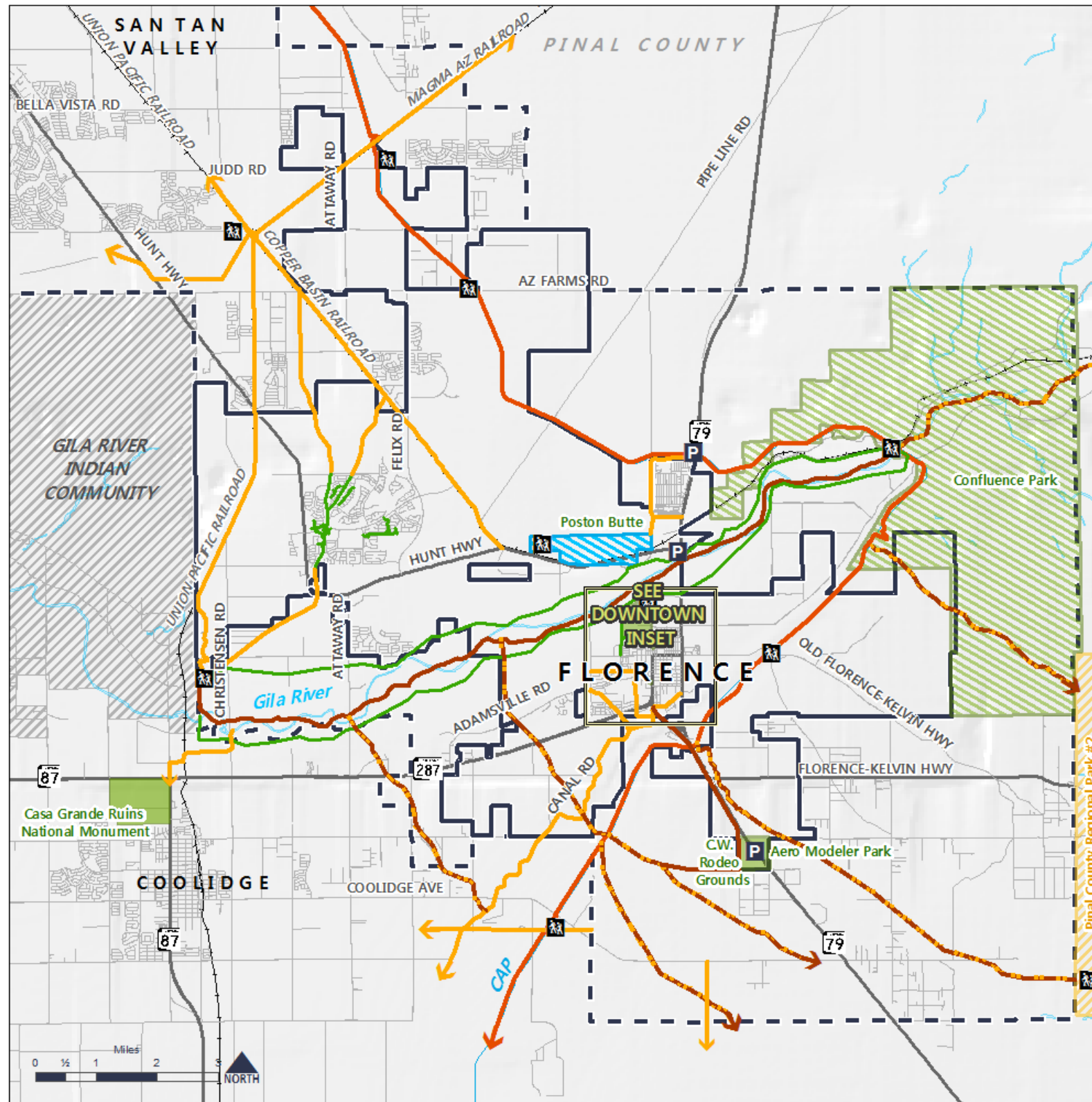
The following sections outline in detail the recommended off-street bicycle and pedestrian facility types, design standards, and cross sections. The trail type and location/alignment of each off-street facility was influenced by existing and proposed land uses and park facilities identified Town of Florence Parks and Open Space Plan of 2008 and 2020 General Plan. Off-street facility connections with planned on-street facilities proposed in the Florence Transportation Planning Study were also evaluated.



Figure 48: Off-Street Bicycle and Pedestrian Facilities

# TOWN OF FLORENCE

## Active Transportation Plan



### Legend

- Town of Florence Municipal Limits
- Town of Florence Municipal Planning Area Boundary
- U.S. Highway / State Route
- Local Road
- Railroad
- Trailheads**
- Park and Ride / Trailhead
- Trailhead
- Off Road Trail and Path Classification**
- Multi-Use Path
- CAP Multi-Use Trail
- Multi-Use Trail
- Native Trail
- Native Trail / Multi-Use Trail Combo
- Parks**
- Proposed Parks
- Existing Special Use Parks
- Proposed Regional Park
- Poston Butte Park and Trail System

Data Source: Town of Florence, Pinal County, ADOT, AZGEO Clearinghouse





### 1. Multi-Use Path

To respect the existing rural character of the Town and leverage its proximity to the Gila River, there are only two Multi-Use Paths planned; the *Florence Gila River Path* and the *Heritage Loop*. When developed, these paths are anticipated to be the most utilized active transportation facilities in Florence. The proposed *Florence Gila River Path* is comprised of approximately 26.2 miles (8 miles of which are within existing Town Limits), while the Heritage Loop is approximately 3.1 miles. Wayfinding along the path is expected to be more advanced and frequent than on other trails, particularly near intersections with roadways and other trails and amenities. The use of the path/trail combination is dependent upon context, such as in **Figure 51** which highlights two possible variations of the same trail type. The image on the left is a straight section of path, requiring a minimum width and providing a soft shoulder for equestrians or joggers. The image on the right reflects the need for widening the path through a series of curves, as well as an optional decomposed granite path adjacent to the asphalt. Other examples include the Indian Bend Wash Path in Scottsdale, and the Paseo Trail (Consolidated Canal Path in Chandler).

Figure 49: Multi-Use Path Cross Section

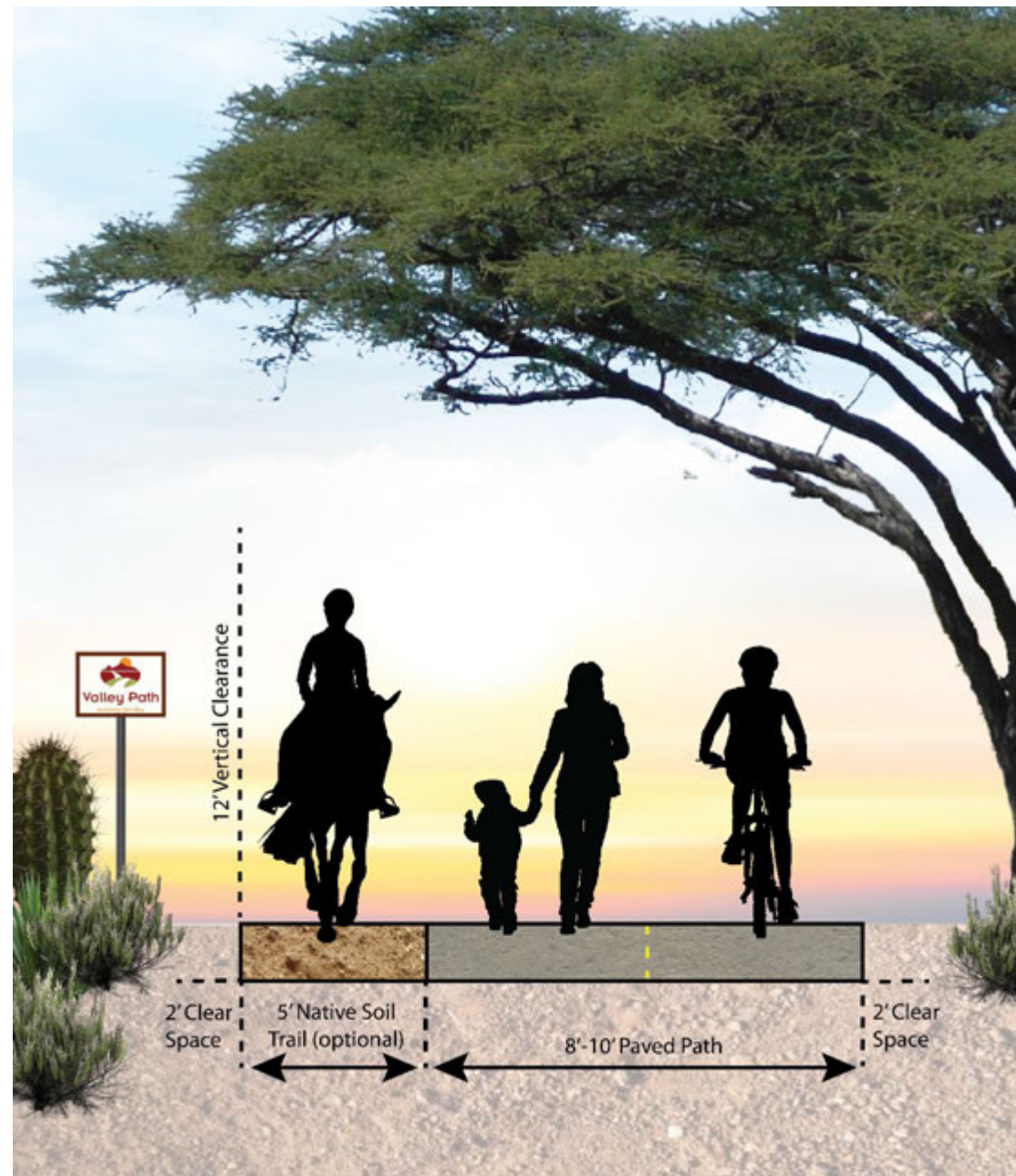


Table 9: Multi-Use Path Standards

Facility Type	Use	Width	Surface	Horizontal Clearance	Vertical Clearance	Cost/Linear Foot
Paved Path	Multi	8-10', 12' where use is high or terrain limits visibility (separated in half by dashed yellow striping).	Concrete or asphalt	2', 3' near signage or other furnishings*	12'	\$140- \$152**
Paved Path/ Trail Combination	Multi	8-10', 12' where use is high or terrain limits visibility (separated in half by dashed yellow striping). Additional 3-5' trail depending upon surface desired.	Concrete or asphalt with Native Soil (3') or Decomposed Granite (5') Trail adjacent	2', 3' near signage or other furnishings*	12'	\$150- \$175**

\* MUTCD standards \*\*Pricing variation causes can include terrain, construction challenges, etc.

Figure 50: Multi-Use Path/ Trail Combination Examples



## 2. Multi-Use Trail

Multi-Use Trails are planned with low impact design to minimize disturbance of the natural environment. Proposed Multi-Use Trails total approximately 21 miles within the Town’s existing boundary (the most of any trail type), seven miles of which includes the Native Trail/ Multi-Use Trail combination type. The goal is to create a seamless network of off-street, unpaved trails that link neighborhoods to other community destinations including *The Florence Gila River Path* and *CAP Canal Trail*. Examples of a Multi- Use Trail shown in **Figure 53** include the Albuquerque Bosque Trail in Albuquerque, NM (left) and The Arizona Canal Trail in Phoenix, AZ (right).

Figure 51: Multi-Use Trail Cross Section



Table 10: Multi-Use Trail Standards

Facility Type	Use	Width	Surface	Horizontal Clearance	Vertical Clearance	Cost/Linear Foot
Unpaved Trail	Multi	8-10', 12' where use is high or terrain limits visibility.	Stabilized Decomposed Granite	2', 3' near signage or other furnishings*	12'	\$70- \$140**

\* MUTCD standards \*\*Pricing variation causes can include terrain, construction challenges, etc.

Figure 52: Multi-Use Trail Examples



### 3. Native Trail

The Town of Florence Native Trail is intended for equestrian use but can also accommodate hiking and mountain biking. This trail is not constructed, but rather is cleared and maintained, with minimal signage installed. Many of the Native Trails will be located within wash corridors and provide soft sand terrain, while others closer to development may have a harder clay-like surface. There are over 13 miles of proposed Native Trail within Florence Town limits (7 miles of which are included in the Native Trail/ Multi-Use Trail combination type). Examples of a Native Trail shown in **Figure 55** include a trail in the McDowell Mountain Preserve, Scottsdale, AZ (left) and the Apache Wash Trail in Cave Creek, AZ (right). To keep users safe, signage should be provided at trailheads to educate people mountain biking on equestrian etiquette. This symbiotic behavior can be reinforced through steps lined out in the **Action Plan**.

Figure 53: Native Trail Cross Section



Table 11: Native Trail Standards

Facility Type	Use	Width	Surface	Horizontal Clearance	Vertical Clearance	Cost/Linear Foot
Native Trail	Multi	2-5' based on conditions, 3-5' preferred.	Natural Soil	2', 3' near signage or other furnishings*	12'	\$30- \$55**

\* MUTCD standards \*\*Pricing variation causes can include terrain, construction challenges, etc.

Figure 54: Native Trail Examples



## C. Design Standards

Paths, wayfinding, and bicycle facilities standards for the treatments recommended in this document are found within the publications denoted in **Table 12**. An “X” marking in the table indicates the inclusion of a particular treatment within the respective national design guidance document. A “-” marking indicates a treatment may not be specifically identified but can be considered compliant assuming MUTCD signage and markings are applied. While AASHTO and the MUTCD standards are the leading standards, NACTO serves as an additional beneficial resource. Where conflict exists between AASTHO and the MUTCD and local standards (such as county or regional), follow local standards. Above all, engineering judgment is recommended to ensure that the application fits the context of each treatment, given the many complexities of evolving roadways and users.

**Table 12: Facilities Standards Matrix**

Facility/ Feature	FHWA Manual of Uniform Traffic Control Devices (MUTCD) (2009 Edition)	AASHTO Guide for the Development of Bicycle Facilities (2012, 4 <sup>th</sup> Edition)	NACTO Urban Bikeway Design Guide (2012, 2 <sup>nd</sup> Edition)
Signed Shared Roadway	X	X	X
Marked Shared Roadway	X	X	X
Bicycle Boulevard	-	X	X
Paved Shoulder	X	X	-
Bike Lane	X	X	X
Buffered Bike Lane	-	X	X
Colored Bike Lanes	X <sup>1</sup>	X	X
Combined Bike Lane/ Turn Lane	X	X	X
Bicyclists at Roundabouts	X <sup>2</sup>	X	-
Multi-Use Paths (On-Street)	X	X	-
Multi-Use Paths (Off-Street)	X	X	-
Wayfinding Sign Types	X	X	X
Wayfinding Sign Placements	X	X	X
Bike Parking	-	X	-
Roadway Crossings (At-Grade)	X	X	X
Roadway Crossings (Grade Separated)	X	X	-

<sup>1</sup>Interim approval granted.

<sup>2</sup>Bicycle lanes shall not be provided on the circular roadway of a roundabout.

## D. Combined Facilities

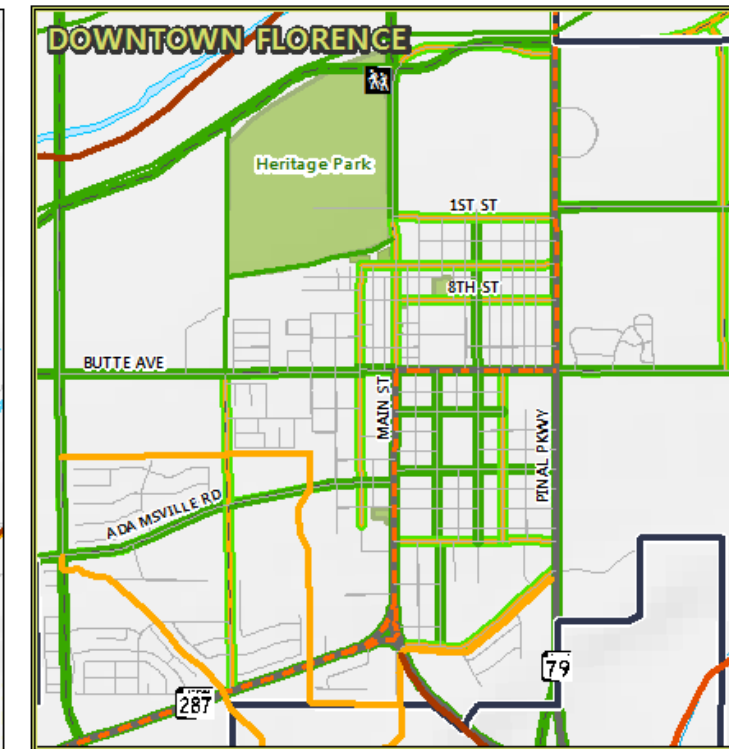
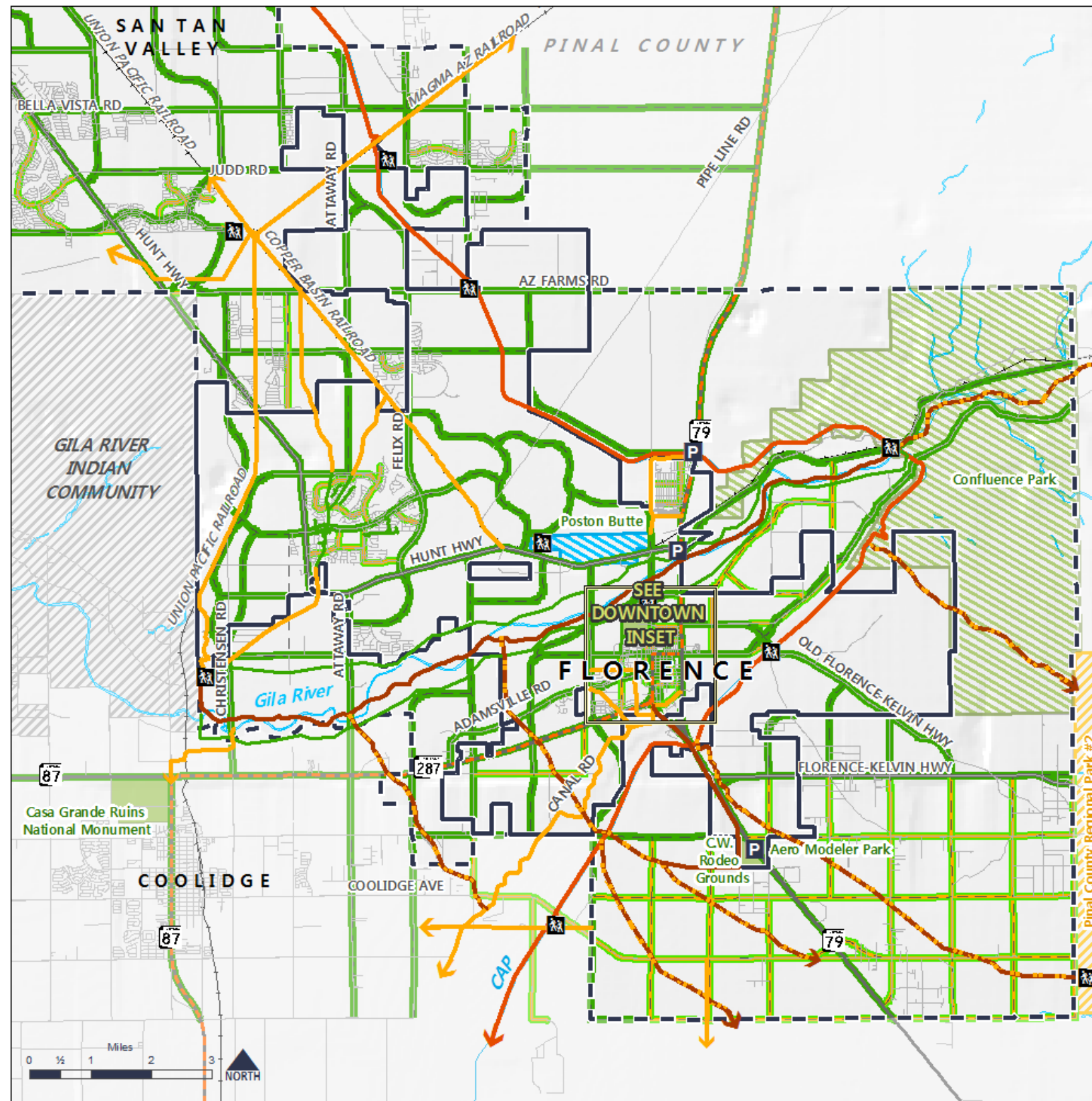
The following map shows the combined on and off-street facilities recommended for the Town of Florence both in this study, and within the Transportation Planning Study.



Figure 55: Combined On and Off-Street Facilities Map

# TOWN OF FLORENCE

Active Transportation Plan



### Legend

- Town of Florence Municipal Limits
  - Town of Florence Municipal Planning Area Boundary
  - U.S. Highway / State Route
  - Local Road
  - Planned Road
  - Railroad
  - Proposed Parks
  - Existing Special Use Parks
  - Proposed Regional Park
  - Poston Butte Park and Trail System
  - Park and Ride / Trailhead
  - Trailhead
- 
- On Street Facilities**
  - Multi-Use Path, Bike Lanes
  - Sidewalk/Trail\*, Bike Lanes
  - Sidewalk/Trail\*
  - US Bike Highway Rt.90
  - Off Road Facilities**
  - Multi-Use Path
  - CAP Multi-Use Trail
  - Multi-Use Trail
  - Native Trail
  - Native Trail / Multi-Use Trail Combo
  - Trailheads**

\* ADA Compliant Surface  
 Data Source: Town of Florence, Pinal County, ADOT, AZGEO Clearinghouse



## E. Recreational Trail Loops & Event Routes

The proposed facilities are intended by design to form looped connections throughout the town. Looped facilities can help promote tourism, attract homebuyers and employers, increase property values, and provide opportunities for hosting active events. While Anthem at Merrill Ranch has had success with triathlons, the proposed facilities within this document lend themselves to the expansion of active events for the Town.

At roughly 26.2 miles long, the following events can be accommodated using the paved Florence Gila River Loop:

- Sprint Triathlon bike ride (12.4 miles)- short of half of the loop
- Half Triathlon run (13.1 miles)- half of the loop length
- Half Marathon run (13.1 miles)- half of the loop length
- Triathlon/ Ironman run (26.2 miles)- entire loop
- Marathon run (26.2 miles)- entire loop
- Half Triathlon bike ride (56 miles)- just over two trips around the loop
- Triathlon/ Ironman bike ride (112 miles)- just over four trips around the loop
- Half Century (50 miles)- nearly two trips around the loop
- Metric Century Ride (62.137 miles)- nearly two and one-half trips around loop
- Century Ride (100 miles)- nearly four trips around the loop

At approximately 3 miles in length, the following events can be accommodated using the paved Heritage Loop, the unpaved Florence Greenway Loop, and/or the unpaved Five Parks Loop:

- Sprint Triathlon and 5K runs (3.1 miles)- entire loop

At roughly 13 miles in length, the following events can be accommodated using the unpaved Adamsville Loop:

- Half Triathlon run (13.1 miles)- entire loop
- Half Marathon run (13.1 miles)- entire loop

At approximately 7 miles long, the following events can be accommodated using the unpaved Rodeo Loop:

- Half Triathlon run (13.1 miles)- nearly two trips around the loop
- Half Marathon run (13.1 miles)- nearly two trips around the loop

At roughly 17.5 miles, the following events can be accommodated using the unpaved Rail Trail Loop:

- Triathlon/ Ironman run (26.2 miles)- nearly twice the loop
- Marathon run (26.2 miles)- nearly twice the loop



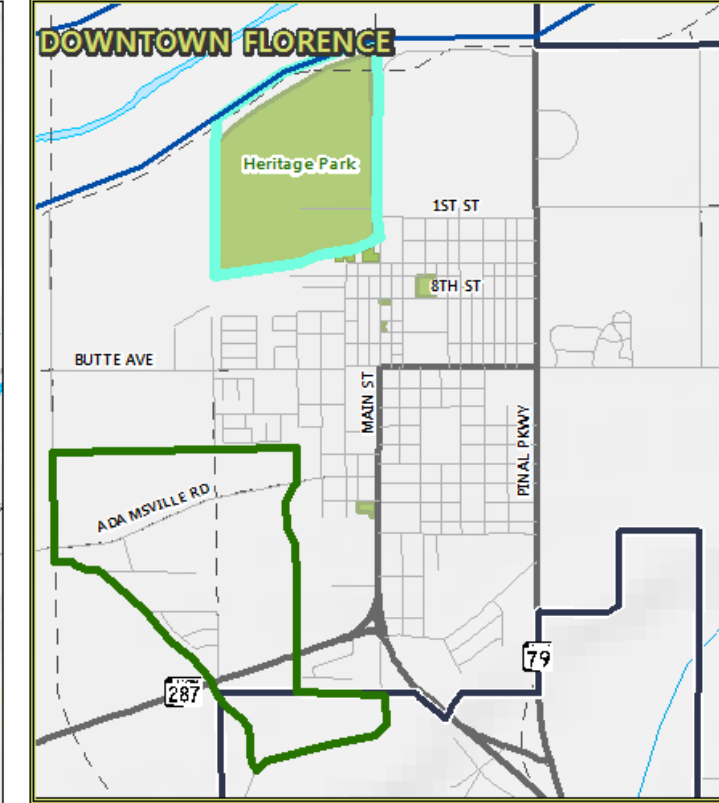
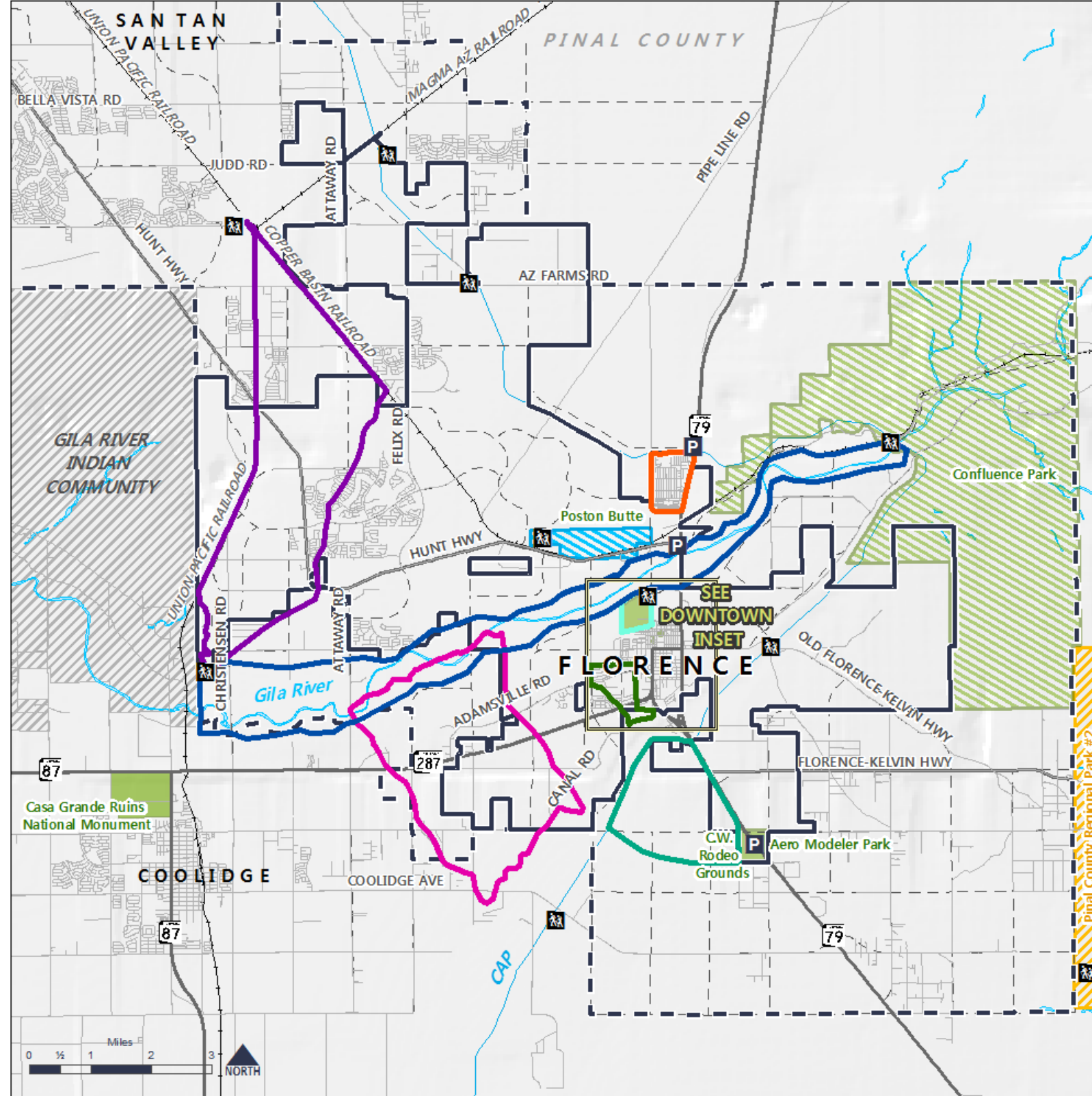
The CAP National Recreation Trail, while not a loop, can also be utilized for segments of various active events, however special event permits may need to be attained from the United States Department of the Interior and/or Bureau of Reclamation.



Figure 56: Town of Florence Recreational Trail Loops

# TOWN OF FLORENCE

Active Transportation Plan



### Legend

- Town of Florence Municipal Limits
  - Town of Florence Municipal Planning Area Boundary
  - U.S. Highway / State Route
  - Local Road
  - Planned Road
  - Railroad
  - Proposed Parks
  - Existing Special Use Parks
  - Proposed Regional Park
  - Poston Butte Park and Trail System
- Recreational Trail Loops**
  - Adamsville Loop
  - Five Parks Loop
  - Florence Gila River Loop
  - Florence Greenway Loop
  - Heritage Loop
  - Rail Trail Loop
  - Rodeo Loop
- Parks**
  - Proposed Parks
  - Existing Special Use Parks
  - Proposed Regional Park
  - Poston Butte Park and Trail System
- Trailheads**
  - Park and Ride / Trailhead
  - Trailhead

Data Source: Town of Florence, Pinal County, ADOT, AZGEO Clearinghouse





## V. Action Plan

The Action Plan found in **Table 13** is separated into the following series of suggested actions:

- On-Street Facility Actions,
- Off-Street Facility Actions,
- Transit Actions,
- Programming Actions, and
- Tourism & Event Actions.

The actions listed within these categories are assigned a lead agency and a prescribed term (short, medium, or long).



Table 13: Action Plan

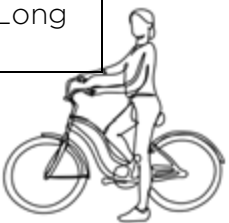
On-Street Facility Actions			
Actions	Notes	Lead Agency	Term
Construct on-street facilities (multi-use paths, sidewalks, bike lanes, and trails) in concurrence with roadway improvements per the Florence Transportation Planning Study.	As roadways and segments or roadways are necessary to be improved, Town and/or property owner shall construct bicycle and pedestrian facilities per approved roadway cross sections.	Town, ADOT, Property Owners	Short Medium Long
Incorporate ADA compliant bike and pedestrian facilities upon both sides of any bridge crossing of the Gila River to connect to the north and south banks of the Florence Gila River Path. The following grade separated crossings of the Gila River are identified in the Florence Transportation Planning Study; Plant Road, Attaway Road, Christensen Road, Valley Farms Road, Main Street and SR 79.	As bridge crossings of the Gila River become prioritized for construction, ensure that bicycle and pedestrian facilities are incorporated into the bridge design on at least one side, with both sides being preferred.	Town, county, state and/or Federal partners	Short Medium Long
Relocate the existing yellow ladder school crosswalk of Main Street at Aguilar Street south to Brady Street.	Modify location of this important crossing to enhance pedestrian and vehicular safety and reduce congestion at the intersection of Butte Avenue and Main Street (79B) in accordance with the 2019 Florence K-8 SRTS study.	Town, ADOT	Short
Move the white striped crosswalk across Main Street south of Stewart Street at the High School to the north side of the intersection with Stewart Street. Increase pedestrian warning signage.	Modify location of this crosswalk to reduce potential conflict with vehicular turning movements and enhance pedestrian safety.	Town, ADOT	Short
Conduct warrant study for RRFB at the existing school crossing on Butte Avenue at Orlando Street.	A mid-block crossing at this location is recommended to enhance pedestrian safety at this busy pedestrian location connecting businesses, elementary school, residents and large government employers in the area. Conduct required warrant study to confirm appropriate mitigation measures and RRFB crossing apparatus. This recommendation also furthers and is consistent with the SRTS study recommendation for same.	Town, ADOT	Medium
Reconfigure Orlando Street between Florence Heights Drive and Butte Avenue to include two 11-foot travel lanes, 6-foot bike lanes with a 3-foot buffer and 10-foot multi-use paths, restrict on-street parking in accordance with the 2019 Florence K-8 SRTS study. (Existing 80-foot ROW; potential to be reduced to 60-foot ROW).	Leverage surplus right-of-way and excessive pavement width by repurposing roadway to enhance multimodal function, reduce vehicular speeding and improve function and safety for people walking and biking.	Town	Short
Conduct warrant study for RRFB at the school crossing on Florence Heights Drive at Orlando Street.	An enhanced mid-block crossing at this location is recommended primarily to enhance student pedestrian safety and deter students from crossing at DeSoto Lane. This recommendation also furthers and is consistent with the SRTS study recommendation for same. Conduct required warrant study to confirm appropriate mitigation measures and crossing apparatus.	Town	Long



Reconfigure Park Street between Stewart Street and Butte Avenue to include two 11-foot travel lanes, 6-foot bike lanes with a 3-foot buffer and 10-foot multi-use paths, Restrict on-street parking between the hours of 7 AM and 6 PM, Monday through Friday. (Existing 80-foot ROW; potential to be reduced to 60-foot ROW).	Leverage surplus right-of-way and excessive pavement width by repurposing roadway to enhance multimodal function, reduce vehicular speeding and improve function and safety for people walking and biking. Roadway important connector between Florence K-8 school, government employers and surrounding neighborhoods.	Town	Short
Reconfigure Park Street between Butte Avenue and 1 <sup>st</sup> Street to include two 11-foot travel lanes, 6-foot bike lanes with a 3-foot buffer and 10-foot multi-use paths, Restrict on-street parking between the hours of 7 AM and 6 PM, Monday through Friday. (No change to the existing 60-foot ROW).	Leverage surplus right-of-way and excessive pavement width by repurposing roadway to enhance multimodal function, reduce vehicular speeding and improve function and safety for people walking and biking.	Town	Medium
Reconfigure East Virginia Street between Main Street and SR 79 to include two 11-foot travel lanes, 6-foot bike lanes with a 3-foot buffer and 10-foot multi-use paths, Restrict on-street parking between the hours of 7 AM and 6 PM, Monday through Friday. (No change to the existing 60-foot ROW).	Leverage surplus right-of-way and excessive pavement width by repurposing roadway to enhance multimodal function, reduce vehicular speeding and improve function and safety for people walking and biking.	Town	Medium
Reconfigure Brady Street between Main Street and San Carlos Street to include two 11-foot travel lanes, 6-foot bike lanes with a 3-foot buffer and 10-foot multi-use paths, Restrict on-street parking between the hours of 7 AM and 6 PM, Monday through Friday. (No change to the existing 60-foot ROW).	Leverage surplus right-of-way and excessive pavement width by repurposing roadway to enhance multimodal function, reduce vehicular speeding and improve function and safety for people walking and biking.	Town	Medium
Add bike lanes to both sides of Main Street (SR 79) between Butte Avenue and Van Haren Street. Per ADOT's requirements, conduct a traffic study to reduce the travel lane widths and attain approval from the State Traffic Engineer and the District Engineer.	Existing roadway along most segments consist of 20-foot travel lanes, providing sufficient width to incorporate bike lanes to enhance connection between Florence High School and the Community Center/Library. Work with ADOT District Engineer and State Bicycle Coordinator to finalize approval of bike lanes on Main Street. If not approved, stripe a 4' shoulder on this section of the roadway and provide "3-feet please" signage.	Town, ADOT	Short Medium
Coordinate with ADOT to provide a multi-use path (6' minimum width) on both sides of the Gila River bridge on SR 79 north of downtown.	To accommodate existing and future bicycle and pedestrian movements connecting downtown to Florence Gardens and other planned land uses, encourage ADOT to enhance the bridge design to incorporate a six-foot multi-use path on both sides of the bridge.	ADOT, Town	Short
Conduct an ADA self-evaluation by department within the Town and develop an ADA Transition Plan to be addressed in concurrence with roadway improvements per the Florence Transportation Planning Study.	Title II of the Americans with Disabilities Act (ADA) applies to the operations of State and local governments. It requires municipalities with 50 or more employees to conduct a self-evaluation of its current services policies, and practices and their accessibility to, and usability by people with disabilities. The self-evaluation identifies programmatic and structural barriers and makes recommendations to correct those policies and practices that are inconsistent with Title II's requirements as part of an ADA Transition Plan.	Town, Federal partners	Long



Off-Street Facility Actions			
Actions	Notes	Lead Agency	Term
<p>Construct the CAP Canal Trail and provide wayfinding in accordance with the Pinal County Segment CAP Trail Master Plan. At the time of this report the North Picacho Segment is under construction (to be completed Summer 2019). A total of 6.8 miles of the CAP Trail are within existing Town Limits. The following order is prescribed in the Town of Florence within the aforementioned plan:</p> <ol style="list-style-type: none"> <li>1. South Florence Segment (3.9 miles, south/east bank)</li> <li>2. South Gila Segment (7.2 miles, south/ east bank)</li> <li>3. North Gila Segment (3.8 miles, south bank)</li> <li>4. North Florence Segment (5.3 miles) (north bank west of SR 79, south bank east of SR 79)</li> <li>5. North Pinal Segment (6.2 miles, north bank)</li> </ol>	<p>Focus phasing and implementation from south to north in conjunction with Pinal County implementation plans. Each segment has unique plans and partners, as well as a varying level of complexity. While many segments utilize an existing maintenance roadway, others present more unique design challenges.</p>	<p>Town, County, BOR</p>	<p>Short Medium Long</p>
<p>Construct the Florence Gila River Path and provide wayfinding and signage. A total of 8 miles of the Florence Gila River Path are within existing Town Limits (primarily within phases 1-4). The following phases are in recommended order:</p> <ol style="list-style-type: none"> <li>1. Plant Road to SR 79 (south bank)</li> <li>2. Plant Road to SR 79 (north bank)</li> <li>3. Valley Farms to Plant Road (north bank)</li> <li>4. Valley Farms to Plant Road (south bank)</li> <li>5. Attaway Road to Valley Farms Road (north bank)</li> <li>6. Attaway Road to Valley Farms Road (south bank)</li> <li>7. Christensen Road to Attaway Road (north bank)</li> <li>8. Christensen Road to Attaway Road (south bank)</li> <li>9. east of SR 79 (north bank)</li> <li>10. east of SR 79 (south bank)</li> </ol>	<p>It is anticipated that the Native Trail for the Gila River would be the initial, short term trail that should be developed first to provide trail amenities within/along the Gila River.</p> <p>Following the Native Trail development, the phases should be carried based on proximity of residential development and amenities which may change over time. At this time, the phases are outlined (to left), but this order is flexible.</p>	<p>Town, Property Owners, Pinal County Flood Control District, BOR, USACE, other Federal partners, Grant funding</p>	<p>Short Medium Long</p>
<p>Construct Mixed-Use Trail along Union Pacific Railroad (UPRR). Provide connection to Magma Railroad Trail, Copper Basin Railroad Trail</p>	<p>To enhance off street regional trail connectivity in and around the Florence area, utilize existing railroad rights-of-way. Coordinate with UPRR and seek grant funding and volunteer organizations to construct trail in incremental segments.</p>	<p>Town, UPRR, volunteer equity</p>	<p>Short Medium Long</p>
<p>Construct Mixed-Use Trail along Magma Railroad. Provide connection to Union Railroad Trail, Copper Basin Railroad Trail</p>	<p>To enhance off street regional trail connectivity in and around the Florence area, utilize existing railroad rights-of-way. Coordinate with Florence Copper and seek grant funding and volunteer organizations to construct trail in incremental segments.</p>	<p>Town, Florence Copper, volunteer equity</p>	<p>Short Medium Long</p>
<p>Construct Mixed-Use Trail along Copper Basin Railroad (CBRY). Provide connection to Magma Railroad Trail, Union Pacific Railroad Trail, and Poston Butte Park.</p>	<p>To enhance off street regional trail connectivity in and around the Florence area, utilize existing railroad rights-of-way. Coordinate with Copper Basin Railroad (CBRY) and seek grant funding and volunteer organizations to construct trail in incremental segments. For connection to Poston Butte Park, refer to the Poston Butte Open Space and Trails Development Plan.</p>	<p>Town, CBRY/ local mining company, volunteer equity</p>	<p>Short Medium Long</p>



<p>Construct Multi-Use Path from The Florence Gila River Path to Heritage Park and Butte Avenue along Centennial Park Place, as well as along the southside of Heritage Park to the Community Center and Main Street. Construct prior to first phase of The Florence Gila River Path.</p>	<p>This path can provide a “Lunchtime Loop” for employees in the downtown area, as well as lend itself to competitive event uses such as a Triathlon.</p>	<p>Town</p>	<p>Short Medium</p>
<p>Construct Multi-Use Trail along the Florence Canal from Cactus Forest Road north to SR 79 (provide connection to the Native Trail along the west side of SR 79), and along Florence Heights Road.</p>	<p>This trail will enhance off street trail connectivity with perpendicular Native Trails within this region and to downtown and the Gila River. Coordinate with irrigation and drainage district for access and liability indemnification measures.</p>	<p>Town, San Carlos Irrigation and Drainage District (SCIDD)</p>	<p>Long</p>
<p>Construct Multi-Use Trail connection from the Florence Canal Trail to SR 287 along the drainage ditch southwest of Campbell Road. Continue along drainage ditch behind Florence High School, across Adamsville Road along Bush Street to Butte Avenue.</p>	<p>This will provide a connection from the CAP Canal Trail and the C.W. Rodeo Grounds to downtown and to the high school. This trail, in part with the on-street system, will function as part of the Florence Greenway Loop. Coordinate with irrigation and drainage district for access and liability indemnification measures.</p>	<p>Town, SCIDD</p>	<p>Long</p>
<p>Construct Multi-Use Trail along the drainage ditch southwest of Adamsville Road and Plant Road, across SR 287, south to the Florence Canal Trail.</p>	<p>This trail, in part with the on-street system, will function as part of the Florence Greenway Loop.</p>	<p>Town, SCIDD</p>	<p>Medium Long</p>
<p>Develop a Native Trail within the Gila River Bed. There are three recommended phases for this action:</p> <ol style="list-style-type: none"> <li>1. West of SR 79</li> <li>2. East of SR 79 to the CAP Canal (connecting to Pinal County’s proposed Confluence Park)</li> <li>3. E of the CAP Canal</li> </ol>	<p>This natural trail to accommodate people walking, mountain biking, and riding horses is intended to complement the more formal Multi-Use Path suggested for the upper banks of the future channelized Gila River. There is potential for Multi-Use Trails to be added to the banks of the Gila River, east of the CAP Canal Trail as development dictates.</p>	<p>Town</p>	<p>Short</p>
<p>Develop Native Trails south of Town in the following recommended order:</p> <ol style="list-style-type: none"> <li>1. Rodeo Park north to the CAP Canal and to downtown Florence on the west side of SR 79</li> <li>2. Wash west of Rodeo Park to the CAP Canal Trail, as well as south along wash.</li> <li>3. Wash east side of SR 79 and Rodeo Park with connection to CAP Canal Trail and connection to Pinal County’s proposed Confluence Park.</li> <li>4. Wash east of Old Florence-Kelvin Highway with connection to CAP Canal Trail.</li> <li>5. Wash through Adamsville to CAP Canal Trail and the Canal Road Trail</li> <li>6. Wash southwest of the Gila River to the Canal Road Trail</li> </ol>	<p>Recommendation for these Multi-Use Trails to be added to the banks of the existing large washes by encouraging the preservation of these washes throughout town as private development occurs adjacent to these washes incrementally over time. Modify the Town Development Code to require multi-use trails along preserved wash banks and consider density exchanges for provision of wash facilities.</p>	<p>Town policy and code requirements of private property owners</p>	<p>Short Medium Long</p>
<p>Construct the Poston Butte Park path and trail system in accordance with the Poston Butte Open Space and Trails Development Plan, while providing connections to the paths and trails outlined in this plan.</p>	<p>Consider connections to the Florence Gardens Area, the CAP Canal Trail, and the Copper Basin Railroad Trail.</p>	<p>Town</p>	<p>Medium Long</p>



Construct Multi- Use Trail around the Florence Gardens Area.	Provide connection to the CAP Canal Trail and Poston Butte Park trail system, as well as internal to the residential developments along the McFarland Boulevard alignment.	Town, adjacent property owner	Short Medium
Construct Multi-Use Trails north of Merrill Ranch providing connections to the Copper Basin Railroad Trail. Construct the eastern alignment first, followed by the western alignment.	Utilizing existing washes in the area to enhance regional trail connectivity from Merrill ranch to other planned trail facilities as incoming private development occurs.	Town, adjacent property owner	Short Medium
Construct Multi-Use Trail south of Merrill Ranch providing connections to the Union Pacific Railroad Trail and the Florence Gila River Path.	Utilizing existing wash in the area to enhance regional trail connectivity from Merrill Ranch to other planned trail facilities as incoming private development occurs.	Town, adjacent property owner	Medium Long
<p>Construct Trail Heads at the following locations in order of trail development:</p> <ul style="list-style-type: none"> <li>• The intersection of the Union Pacific Railroad Trail</li> <li>• The Magma Railroad Trail</li> <li>• The Copper Basin Railroad Trail</li> <li>• The CAP Canal and Arizona Farms Road</li> <li>• CAP Canal and Judd Road</li> <li>• The Florence Gila River Path intersection with the Union Pacific Railroad Trail</li> <li>• CAP Canal and The Florence Gila River Path intersection</li> <li>• Pinal County Regional Park entrance proposed in Pinal County's Open Space and Trails Master Plan of 2016</li> <li>• Old Florence-Kelvin Highway and the CAP Canal</li> <li>• The CAP Canal and Cactus Forest Road.</li> </ul> <p>For the Poston Butte Trailhead, refer to the Poston Butte Open Space and Trails Development Plan.</p>	Trailhead designs may vary based on available area and physical characteristics/constraints, but amenities should include the following: vehicular parking, equestrian parking with hitching posts (where equestrian use is expected), accessible pathways to the amenities and Multi-Use Paths or Trails from the parking areas, restrooms, ADA accessible water fountains (with spigots for equine needs), shade (natural or man-made), trash receptacles, picnic tables, electrical outlets, and air pumps or tools (where high bicycle use is expected).	Town, Pinal County, adjacent property owners, grant funding	Long
<p>Construct Park-and-Ride/ Trail Head Combos at the following locations in order of trail development:</p> <ul style="list-style-type: none"> <li>• Hunt Highway and SR 79</li> <li>• Rodeo Park and SR 79</li> <li>• CAP Canal and SR 79</li> </ul>	Designs may include the above amenities, however the needs of trail users as well as commuters should be considered. Traffic volumes, noise, number of restrooms, and amount of shade coverings should likely be enhanced from a standard trail head.	Town, Pinal County, MAG, Federal funding	Short Medium Long
Locate user counters at trail heads as paths and trails are constructed.	This practice can project future maintenance needs, assist in prioritization of future paths and trails, as well as gain funding leverage for future projects.	Town, MAG	Long



Transit Facilities Actions			
Actions	Notes	Lead	Term
Provide ADA compliant bike and pedestrian access to and from transit stops to other facilities both off and on-street (sidewalks, paths, and trails).	While the CART system is currently in a state of flux, as new stops are decided upon, access and equity must be considered in each location.	Town, CAG	Medium Long
Ensure construction of transit stops in accordance with MAG's Bus Stop Design Guidelines.	Clear space for wheelchairs to get on and off of the bus, as well as turn around, and get to and from the stop is of the utmost importance. Ensuring these standards are met, all users will be benefited.	Town, CAG	Medium Long
Provide bike parking at all transit stops.	Regardless whether bus stops are sheltered, or simply signed, bike parking should be available at each stop location.	Town, CAG	Medium Long
Programming Actions			
Actions	Notes	Lead	Term
Establish an Adopt- A- Trail/ Path program	Partner with local volunteer and advocacy groups to maintain trail and litter abatement for local priority trail segments.	Town, volunteer organizations	Short Medium
Establish Student Trail Club teaching skills to youth and establishing annual trail projects and goals.	Depending upon age, skill, and level of commitment, Club can assist in trail construction, maintenance, issue reporting, and environmental stewardship.	Town, volunteer organizations	Short Medium
Establish volunteer Trail Patrol group. Involve cyclists, joggers, parents, equestrians, and police to add extra eyes and ears to the maintenance needs of trails as they are developed. This group can later serve as stakeholders and future design resources.	Consider creating OHV branch of Trail Patrol to report on OHV trails, and to work with Town preventing OHV use on non-OHV trails.	Town, Police Department, volunteer organizations	Short Medium
Establish a Town Bike Shop. Create student bike mechanics training program, prisoner bike mechanics training program, and bike refuse/ recycling program.	Offer public maintenance services and do-it-yourself stations for tourists and visitors, as well as bike rentals. Public/ Private Partnerships can include local detention centers. Town can also partner with schools, waste management, and bike clubs.	Town, Public/ Private Partnerships	Medium



Tourism & Event Actions			
Actions	Notes	Lead	Term
Work with local horse and buggy operators to finalize Carriage Routes and procedures for operating on multi-use trails and paths.	Proposed Carriage Route is as follows: Main Street from Stewart north to Heritage Park, west along the southside of Heritage Park, north along Centennial Park Place, east on Florence Gila River Path, then south on Main Street. Paths around the park and the small section of the Florence Gila River Path north of Heritage Park would require wider widths and increased signage. Surface, widths, signage, and times of operation should be considered.	Town	Short Medium Long
Establish and provide incentives for local residents/business owners to establish active transportation friendly tourism businesses (i.e. bike and hiker hostels, bed and breakfasts or cafes along paths and trails, outdoor outfitters, and trail riding guiding companies).	As regional path and trail facilities are developed, consider a reduction in Town permit fees and/or expedited plan reviews to incentivize these businesses in Florence.	Town	Short Medium Long
Install US Bike Highway Route 90 signage (MUTCD: M1-9 sign, green) throughout the Town and post "Welcome Cyclists" signs at the entrance into downtown from the north and south.	Work with the Adventure Cycling Association to secure signage for the route and promotional resources. Add extra signage to highlight tourism opportunities as they develop.	Town, Adventure Cycling Association	Short Medium Long
Hold a "Bike to Work and School Day". Advertise and promote the event, provide incentives and encourage employers and schools to provide incentives. Create beverage and snack stations along popular routes. Involve police and fire.	Utilize Safe Routes to School resources as well as the League of American Bicyclists to determine practices and ensure success. Provide community maps of locations for refreshments and consider t-shirts with annual designs selected competitively.	Town, MAG	Short Medium
Create annual walk-a-thon and roll-a-thon events to raise funds for paths and trails maintenance and extensions.	As paths and trails gain popularity, students and residents can participate in an active fundraising event on an existing facility to highlight what their money will build. Can be done in one day, or over the span of a weekend.	Town	Short Medium Long
As paths and trails are completed, hold "Opening Day" ceremonies with activities to highlight their completion such as inviting children to stamp their handprints into the concrete, holding races and sidewalk chalk art competitions, as well as sunset walks.	Celebrate the success of added trail segments and leverage this opportunity to support community events to emphasize the value and importance of trails ion the community.	Town, volunteer organizations	Short Medium Long
Create public map of on and off-street facilities and update annually. Highlight connections to transit and park and rides.	Provide online as well as hard copies at the Library, fitness center, and courthouse.	Town	Medium Long
Develop a Cycle the Arts/ Cycle the Past/ or Cycle the Tunes annual event with a developing route of highlights from around the community.	Routes can incorporate the existing Historic Home Tour route or a newly determined art route, as well as offer short, medium, and long distances. Routes can be altered annually if desired. Schools students and other residents can get involved through art competitions. Cycle the Tunes is a ride/ walk event that encourages musicians to play on their porches while visitors stop and listen along a predetermined route.	Town, Historic Preservation & Arts Groups and Committees	Short Medium





<p>Develop a monthly Open Street Day in the downtown area. Prohibit vehicular traffic and organize games and entertainment and allow local vendors to set up along 8th Street.</p>	<p>Consider one Saturday or Sunday each month along 8<sup>th</sup> Street between Park Street and Main Street.</p>	<p>Town</p>	<p>Short Medium Long</p>
<p>Develop annual Ciclovía around Downtown. A Ciclovía is similar to an Open Street Day as it closes a street to vehicles, but it differs specifically as a bike-centric event.</p>	<p>Can be held in tandem with a community event such as prior to a parade or during a market or car show on adjacent roadways.</p>	<p>Town</p>	<p>Medium Long</p>



## A. Tactical Urbanism

It is important to note that while there are detailed recommendations, the Town of Florence can “test drive” these individually to analyze their effectiveness, as well as gauge community buy in. Tactical Urbanism provides an incremental path to success and is described in “Tactical Urbanism Vol. 1” (see **Appendix A**) as:

- “A deliberate, phased approach to instigating change;
- The offering of local solutions for local planning challenges;
- Short-term commitment and realistic expectations;
- Low-risks, with a possibility of a high reward; and
- The development of social capital between citizens and the building of organizational capacity between public-private institutions, non-profits, and their constituents.”

Tucson recently had success with this approach when they partnered with the Living Streets Alliance and utilized tactical urbanism to reallocate roadway space for human use. The roadway is now being redesigned by removing a lane and one access point.

Figure 57: Tucson/ Living Streets Alliance Tactical Urbanism Example



## VI.Policies

With the preparation of this Florence Active Transportation Plan, the Town is in an ideal position to adopt policies to promote Active Transportation. While predominately a rural community, continued urbanization through the growth of master planned communities and employment core is imminent, and the Town has a prime opportunity to incorporate bicycle and pedestrian facilities into the community fabric and thus prevent the need for expensive retroactive solutions in the future.

Vision Zero Policy- Create a Vision Zero Policy and attach a date; recommended 2040 (consistent with the plan horizon of the Florence Transportation Planning Study). Vision Zero was created to reduce traffic related pedestrian deaths, with the ultimate goal of zero.

Complete Streets Policy- The term “Complete Streets” refers to the practice of designing streets so that people of all ages and abilities can choose and use their travel mode safely (i.e. take transit, use a wheelchair or other mobility device, drive a car, walk, ride a bicycle) and not be confined to one choice. The Town should adopt a Complete Streets policy to ensure that all users are considered, if not accommodated, with each opportunity for changing streets within Florence Town Limits. Some recommended aspects of such policy include, but are not limited to:

- Parking located in the rear of buildings
- Drinking fountains/ water bottle fillers (dogs too!) and trash receptacles
- Shade (art, landscaping, architecture)
- Lighting and seating
- Wayfinding

Maintenance Procedures & Best Practices- Establish operation and maintenance procedures and budget line items to establish acceptable response timeline, and annual frequency. Identify best practices for all implemented facilities regarding striping, sealing, reconstruction, and environmental damage repair. Utilize volunteer and community service organizations for trail maintenance and litter abatement activities on a quarterly basis.

Parking- Excessive on and off-street parking requirements can create urban landscapes that are dominated by parking lots and pavement. Consider the creation of a shared use parking agreement/ordinance to allow for highly used daytime lots to be utilized at night by neighboring nighttime uses, or to allow lots with high weekday use to be utilized on the weekend by neighboring weekend uses.

Master Planned Communities (MPC's) and Planned Unit Developments (PUD's)- The average American feels most comfortable walking or riding a bike off of the roadway, particularly with children in-tow. For this reason, residential PUD's or MPC's should be required to improve bicycle and pedestrian facilities within new subdivisions as well as



connection between subdivisions (or residential communities) in the subdivision platting submittal and review process. In addition, pedestrian connections should be made to cul de sacs, and around (not through) retention and detention basins. All connections should be complete with equitable ADA transitions and signage providing access for all abilities. Additional considerations should be made to incorporate a “Behind the Wall” trail system/design connecting neighborhoods and amenities including Town-planned Paths and Trails

Crime Prevention Through Environmental Design (CPTED)- In collaboration with the Town of Florence police department, Florence should create a policy requiring certain CPTED principles within various types of developments addressing “natural surveillance, natural access control, territorial reinforcement, and maintenance”. Example of these objectives related to Active Transportation include: enhanced lighting (natural preferred), the removal of hiding spots, planting of defensive species (thorny plants), resilient materials (i.e. light coverings), and increased maintenance (to prevent repeated graffiti or continued public facility damage).

Activate Canal Space- Town should formulate policy to consider access and ways to activate the space along canals with all incoming developments with adjacency to a canal.

Town Development Code Updates - Update the existing Town of Florence Development Code to modify or eliminate any existing development standards that may be in potential conflict with the development standards and design guidance presented herein.

Micro Mobility- Whether the Town desires, or does not desire, a bike share or scooter share company it has become commonplace for companies to operate where policies are not in place. Create an ordinance that either allows or disallows private companies from operating a bike or scooter share in the Town of Florence. If desired, the Town’s ordinance can serve as an attractor to such companies.

Bike Parking- The Town should continue to ensure bicycle racks are placed in public areas and pedestrian activity centers. These areas include, but are not limited to parks, civic uses, churches, and schools. These efforts should consist of the Town placing bike racks or working with other public institutions to have them placed on site. The Town should add minimum bike parking requirements to their zoning codes for private developments. Typically bike parking requirements should be 10% to 20% of the number of off-street spaces that are required with a minimum of two bike parking spaces provided on-site (one inverted U rack). This provision could be waived if public facilities are available nearby. The inverted U is the preferred bike rack.

Wayfinding- The Town should establish wayfinding standards relevant to local character and branding. The Town should also incorporate wayfinding technologies to provide enhanced access using the Global Positioning System [GPS] and provide coordination with online mapping tools and databases of bike and trail facilities (i.e. AllTrails, Strava, and GoogleMaps). These platforms should be updated immediately after completion of facility to reduce user confusion.



Off-Highway Vehicle (OHV) Separation- Create an ordinance to prohibit illegal uses on the path and trail systems and establish fines that serve as a substantial deterrent. Require removable Bollards at entrances to all Multi-Use Paths to prevent OHV's from entering and to provide access for maintenance vehicles.



## VII. Funding Sources

The appropriate funding opportunity for each unique project in the Action Table can be identified quickly using **Table 14**. Detailed descriptions of each funding source can be found following the table.

**Table 14: Funding Sources Matrix**

Funding Source	Design/ Build	Planning	Programming
<b>Local</b>			
MAG Safe Routes to School		X	X
MAG Transportation Improvement Program	X	X	X
MAG Design Assistance	X		
<b>State</b>			
AZ Governor's Office of Highway Safety			X
Arizona State Parks and Trails	X	X	X
<b>Federal</b>			
Federal Highway Administration	X	X	X
Federal Transit Administration	X	X	X
National Parks Service	X	X	
Land and Water Conservation Fund	X	X	
<b>Other</b>			
American Association of Retired Persons	X		
Active Living Research		X	X
Trust for Public Land		X	
People for Bikes	X		
Rails to Trails Conservancy	X		



## A. Local

### Maricopa Association of Governments (MAG)- Safe Routes to School Funds

Each year MAG budgets approximately \$400,000 for non-infrastructure projects related to Safe Routes to School. In fall of 2017, a call for applications occurred and 39 projects were awarded. While much of the money has been allocated, there is two million dollars remaining for projects through fiscal year 2022, specifically for Priority 2- SRTS Support Activities.

### MAG- TIP Modal Applications (Transportation Alternatives)

Bicycle-Pedestrian non-infrastructure Safe Routes to School projects and bicycle and pedestrian infrastructure projects are both eligible for Federal Highway Administration funds allocated via MAG via the following programs: Congestion Mitigation and Air Quality Improvement Program (CMAQ-2.5), Congestion Mitigation and Air Quality Improvement Program (CMAQ), Transportation Alternatives (Infrastructure and Non-infrastructure) (TA-MAG), and Surface Transportation Block Grant Program (STBGP-MAG). Total funding available as of September 2017 was estimated at \$42.8 million.

### MAG- Design Assistance Program

The MAG Design Assistance Program was created to assist communities by funding infrastructure projects related to bike, pedestrian, and shared-use facilities such as multi-use paths. A request for projects for Design Assistance funding is released by MAG in May each year. Types of projects that are eligible for Design Assistance funding include: projects that facilitate safe crossings and access to bike/pedestrian facilities, bike and pedestrian access to transit, and bike and pedestrian facility construction and improvements (sidewalk improvements, bike lanes and shoulders, safety improvements, and signing, marking and wayfinding). Applicants interested in using design assistance funds must create preliminary scoping documents for each project.

## B. State

### Arizona State Parks and Trails (ASPT)

Motorized and Non-Motorized Grant Program funds can be allocated for trail development and maintenance (equestrian, pedestrian, and bicycling uses included ADA access needs), off-road vehicle trails and law enforcement of OHVs, and trail education and safety programs and materials. There is an additional OHV Supplemental Program which can be utilized for repairs to OHV trails due to weather and/ or vandalism, constructing and maintaining trails, and law enforcement. ASPT provides Safety and Environmental Education (SEE) funds for trail programs and educational aspects of projects.



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

The Arizona Governor's Office of Highway Safety places a special emphasis on projects that enforce pedestrian and bicycle safety laws, as well as school-based education programs. Their funding can be applied to supporting "Bicycle Safety Month" and "Back to School Safety Month" efforts, bicycle helmet distribution programs (specifically to low-income areas), the coordination of "Safety Fairs", comprehensive school-based pedestrian and bicycle safety education outreach, and the CARE fair (Children's Assistance and Resource Event) which distributes bicycle helmets to children and provides safety education. AGOHS grant funding is based on the Federal fiscal year calendar (October 1 - September 30). Grants for the 2020 Federal fiscal year are awarded for a one-year period. Applying for a GOHS grant begins with submission of a proposal and signed cover letter. Grant applications are available for download in PDF format on the GOHS website beginning January 21, 2019.

## C. Federal

### The Federal Highway Administration (FHWA)

There are multiple funding sources available for bike and pedestrian projects through the FHWA. Funding programs include: The Congestion Mitigation and Air Quality Improvement (CMAQ) Program, Surface Transportation Block Grant Program (STBG), Highway Safety Improvement Program (HSIP), National Highway Performance Program (NHPP), Federal Lands Access Programs (FLAP), the Surface Transportation Block Grant Program (FAST Act), and Transportation Alternatives (TA).

Each program has different requirements to receive funding. For example:

- CMAQ funds must be used for projects that benefit air quality;
- HSIP projects must be consistent with the State Strategic Highway Safety Plan and address a highway safety problem;
- NHPP-funded projects or activities must be associated with an NHS facility; and
- FLAP funds could be used for bicycle and pedestrian accommodations on, adjacent to, or within Federal lands;
- TAP funds can be used for capital costs related to bike share, educational programs, lighting and environmental resiliency for bike and pedestrian facilities, project planning, and land acquisition for bike and pedestrian facilities;
- FAST Act funds can be used for recreational trails and pedestrian and bicycle projects, safe routes to school projects, bridge and tunnel projects, as well as improvements to roadways from the minor collector functional classification to the principal arterial.
- Recreational Trails Program (RTP) funds can be applied using a "user pay/benefit" model that uses a small portion of fuel sales tax from non-highway trail users (OHVs) to build trails (motorized trails, and non-motorized multi-use trails).





#### The Federal Transit Administration (FTA)

FTA funding may also be utilized for bike and pedestrian improvements adjacent to transit projects through the Capital Investment Grant Program (Section 5309), the associated transit improvements component of the Urbanized Area Formula Program (Section 5307), and the Enhanced Mobility for Seniors and Individuals with Disabilities (Section 5310). Transit funds may be used to improve bicycle lanes and sidewalks if they provide direct access to transit and Section 5310 funds can be used to construct accessible connections to a bus stop, as well as signage and wayfinding.

#### The National Park Service (NPS)

NPS offers community assistance through the Rivers, Trails, and Conservation Assistance Program (RTCA). RTCA funds can be used to create recreation opportunities, preserve and improve access to rivers, and design parks and trails. This program has a rotating deadline of June 30<sup>th</sup>.

#### Land & Water Conservation Fund (LWCF)

This funding source can be used to construct trail projects as well as recreation (including playgrounds) and conservation projects. It can be utilized for land acquisition, the protection of fish and wildlife habitat and preserving public access for recreation uses.

### D. Other

#### American Association of Retired Persons (AARP)

AARP provides funding to communities through their competitive Annual Community Challenge. The goal of the challenge is to make immediate improvements for long-term progress helping residents of all ages improve their quality of life. The “quick-action” solutions can include transportation and public spaces improvements.

#### Active Living Research (ALR)

Grants can be procured through ALR for various types of projects benefiting human activity, environmental improvements, researching health needs, and more.

#### The Trust for Public Land

Previously known as The Conservation Campaign, The Trust for Public Land’s Action Fund can be used to assist in land conservation efforts and the creation of public parks. They offer legal assistance with ballot measures and provide legislative advocacy.



People for Bikes

The People for Bikes Community Grant Program awards funding to projects that advance bicycling such as trails and paths (including rail trails and mountain bike trails), and bike and BMX parks. They have an alternating grant schedule, with odd years supporting bike park and pump track projects only.

Rails To Trails Conservancy (RTC)

The Rails to Trails Conservancy offers an annual competitive grant program titled the Doppelt Family Trail Development Fund. Funds can be used to build to improve multi-use trails.

The Town of Florence

The Town of Florence can include a variety of items in their Paths & Trails funding toolbox. The Town can utilize Development Impact Fees, sell path and trail naming rights, utilize severance fees from the various operations surrounding the Gila River, sell Bonds, and seek funds from the General Fund when available. School Zone speeding fines can also be allocated to the construction and maintenance of paths and trails. There are opportunities for fundraising and campaign drives, trail sponsorship funds, corporate donations, and the use of volunteers to save money.



## VIII. Appendices

A. Additional Resources

B. Survey Summary (Retrieved from Survey Monkey: June 6, 2019)



# Appendix A: Additional Resources

### Additional Resources:

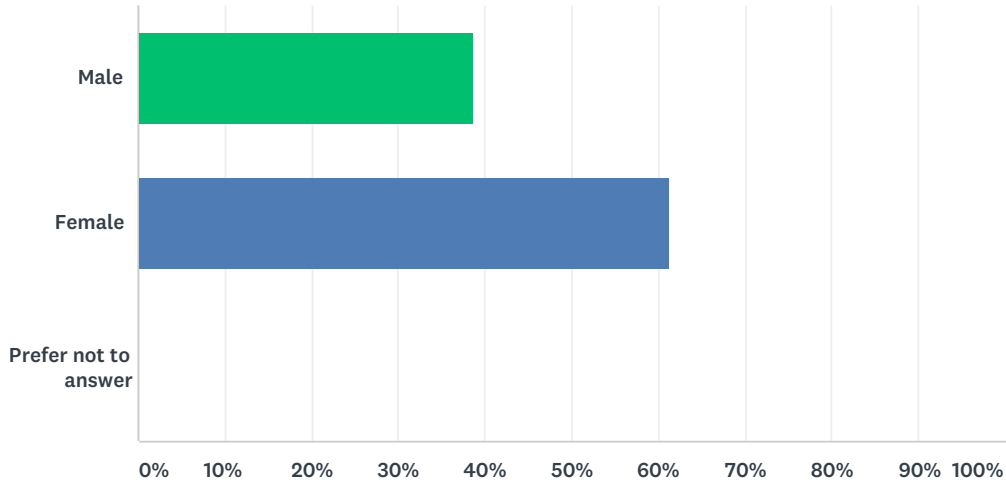
- Bicyclists Safety Action Plan, 2018, ADOT
- Pedestrian Safety Action Plan, 2017, ADOT
- Bicycle and Pedestrian Plan Update, 2013, ADOT
- An Economic Impact Study if Bicycling in Arizona- Out of State Bicycle Tourists & Exports, 2013, ADOT
- Recreational Trails Program Annual Report, 2019, FHWA
- Women on a Roll, 2013, The League of American Bicyclists
- Shared Micromobility in the US, 2018, NACTO
- Don't Give Up at the Intersection, 2019, NACTO
- Bicycle and Pedestrian Pathway/ Railroad Crossing Recommendations, 2014, MAG
- Regional Active Transportation Plan Toolbox, awaiting release 2019, MAG
- National Park Service Active Transportation Guidebook, 2018, NPS
- Building Blocks, 2019, SRTS National Partnership
- Investing in Health, 2019, SRTS National Partnership
- The Economic Benefits of Open Space and Trails in Pinal County, Arizona, 2012, The Trust for Public Land
- Guide for Development of Bicycle Facilities, 2012, AASHTO
- Guide for the Planning, Design, and Operation of Pedestrian Facilities, 2011, AASHTO
- Designing for All Ages & Abilities, 2017, NACTO
- Nature Based Placemaking, 2017, Pennsylvania Department of Conservation and Natural Resources and the Pennsylvania Downtown Center.
- Bicycling and Rumble Strips, AARP
- Dangerous By Design, 2019, Smart Growth American and National Complete Streets Coalition
- Accessible Shared Streets, 2017, FHWA
- THE PARK(ing) DAY MANUAL, 2011, Rebar Group Inc.
- THE PARK(ing) DAY MANIFESTO, 2011, Rebar Group Inc.
- Tactical Urbanism Vol 1., The Street Plans Collaborative, & NextGen
- Tactical Urbanism Vol 2., The Street Plans Collaborative, & NextGen
- Tactical Urbanists Guide to Materials and Design Version 1.0, 2016, The Street Plans Collaborative
- Small Town and Rural Multimodal Networks, 2016, FHWA
- Roadmap to Livability Collection (6 books), 2018, AARP
- Walk Audit Tool Kit, 2016, AARP

# Appendix B:

## Survey Summary

## Q1 What is your gender?

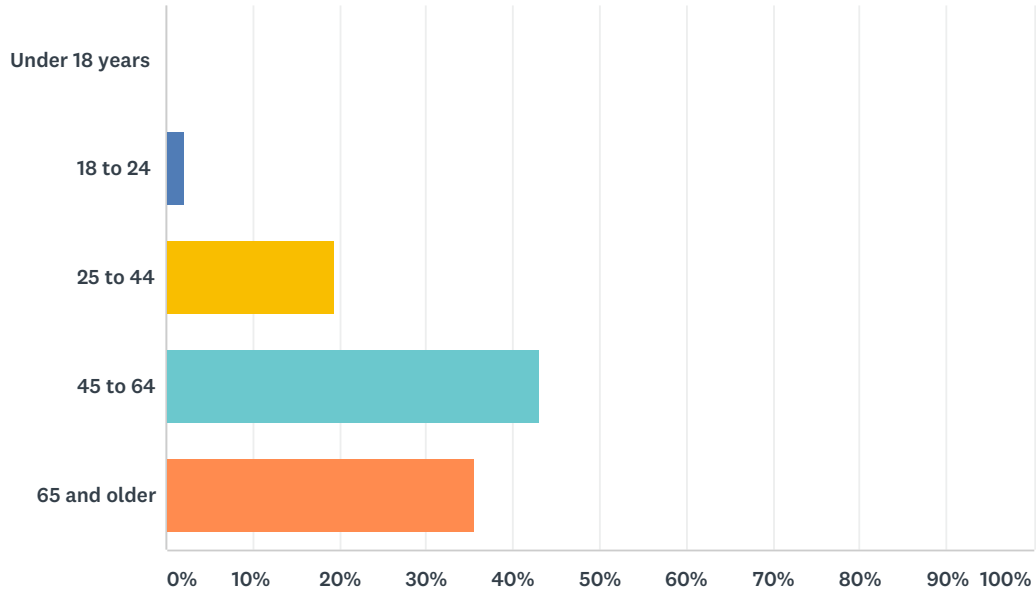
Answered: 93 Skipped: 0



ANSWER CHOICES	RESPONSES	
Male	38.71%	36
Female	61.29%	57
Prefer not to answer	0.00%	0
TOTAL		93

## Q2 Which best describes your age group?

Answered: 93 Skipped: 0

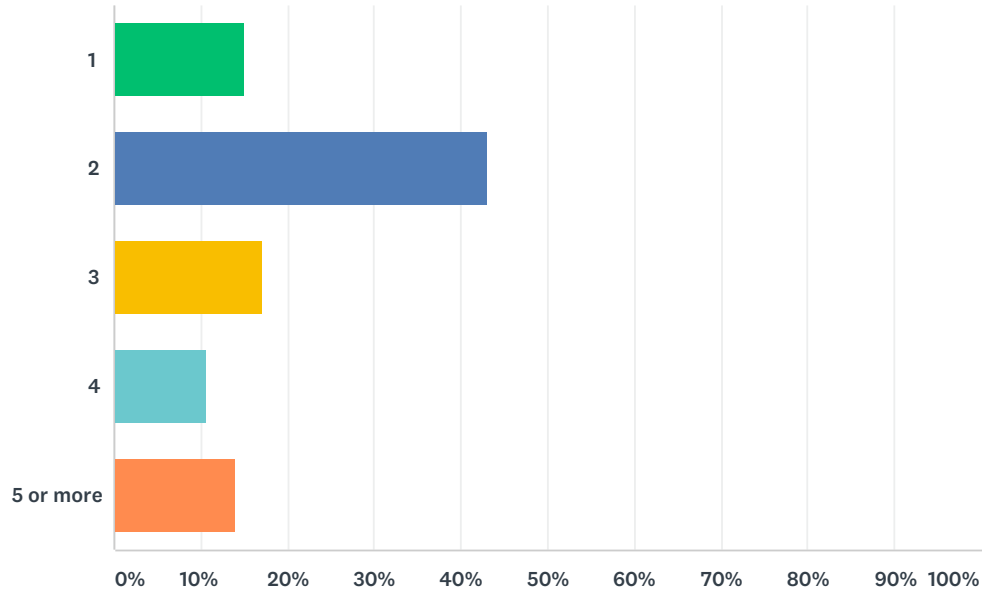


ANSWER CHOICES	RESPONSES	
Under 18 years	0.00%	0
18 to 24	2.15%	2
25 to 44	19.35%	18
45 to 64	43.01%	40
65 and older	35.48%	33
<b>TOTAL</b>		<b>93</b>



### Q3 How many people reside in your household (including yourself)?

Answered: 93 Skipped: 0



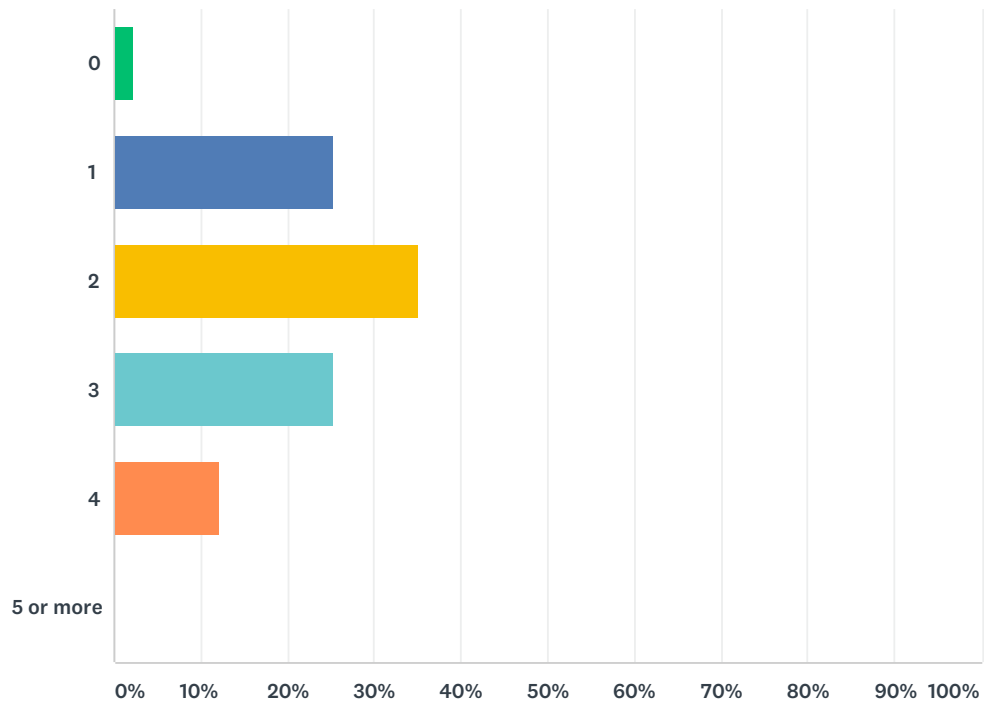
ANSWER CHOICES	RESPONSES	
1	15.05%	14
2	43.01%	40
3	17.20%	16
4	10.75%	10
5 or more	13.98%	13
<b>TOTAL</b>		<b>93</b>

## Q4 What is the nearest street intersection to your residence?

Answered: 89 Skipped: 4

### Q5 How many vehicles do you have as a household? (owned or leased) (cars, trucks, motorcycles, etc.)

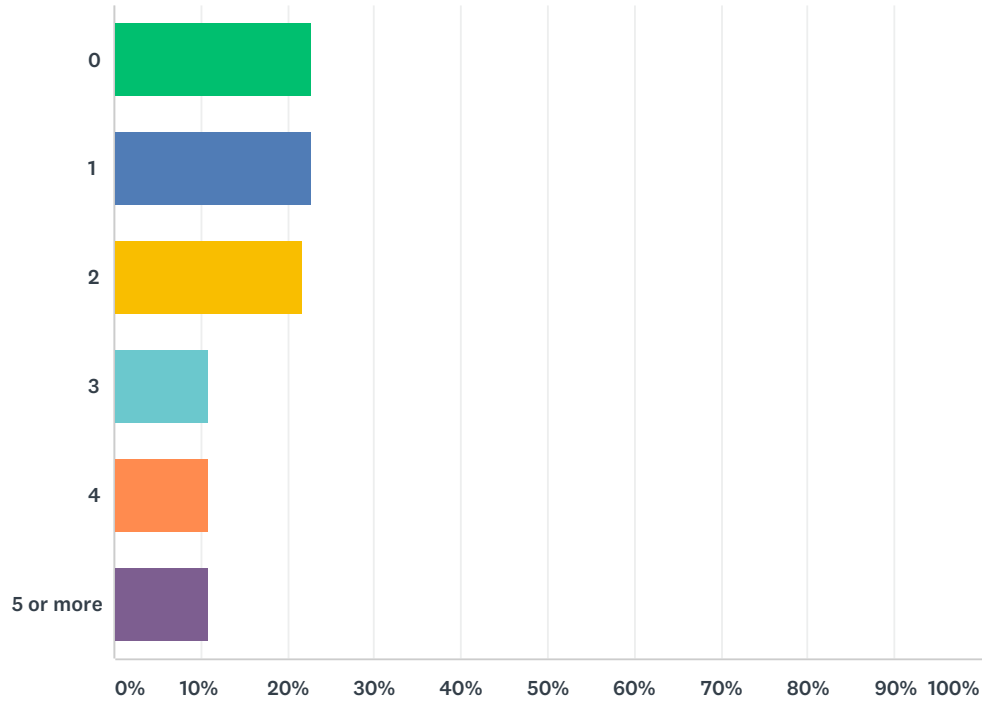
Answered: 91 Skipped: 2



ANSWER CHOICES	RESPONSES	
0	2.20%	2
1	25.27%	23
2	35.16%	32
3	25.27%	23
4	12.09%	11
5 or more	0.00%	0
<b>TOTAL</b>		<b>91</b>

## Q6 How many bicycles do you have as a household?

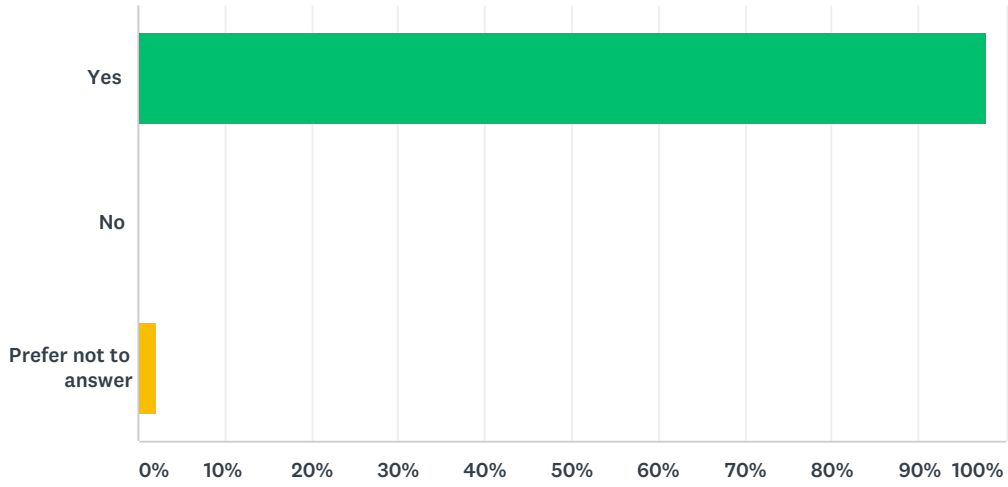
Answered: 92 Skipped: 1



ANSWER CHOICES	RESPONSES	
0	22.83%	21
1	22.83%	21
2	21.74%	20
3	10.87%	10
4	10.87%	10
5 or more	10.87%	10
<b>TOTAL</b>		<b>92</b>

## Q7 Do you possess a currently valid driver's license?

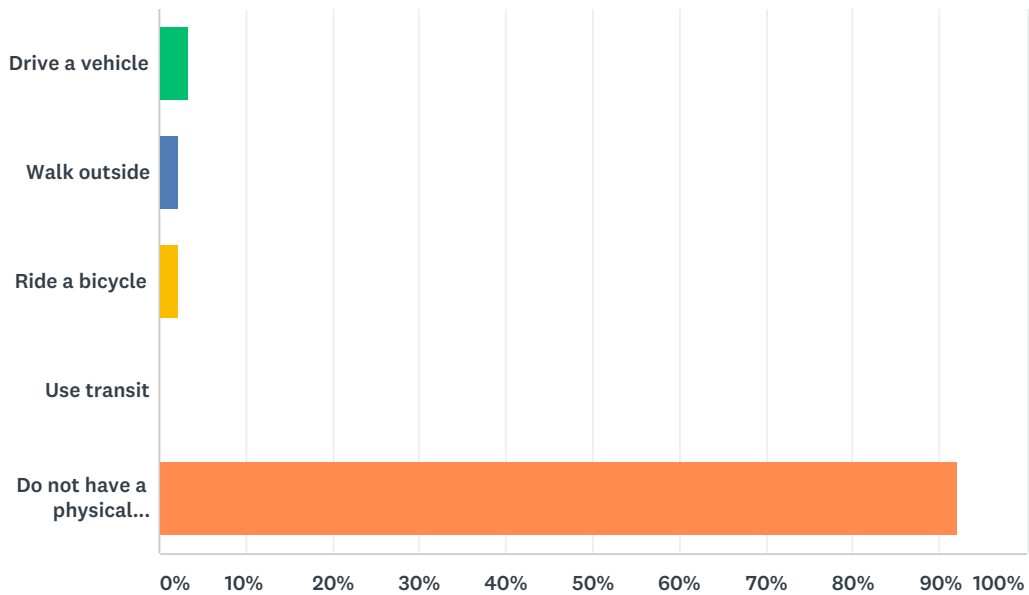
Answered: 92 Skipped: 1



ANSWER CHOICES	RESPONSES	
Yes	97.83%	90
No	0.00%	0
Prefer not to answer	2.17%	2
<b>TOTAL</b>		<b>92</b>

## Q8 Do you have a physical condition that limits or prevents your ability to do any of the following?

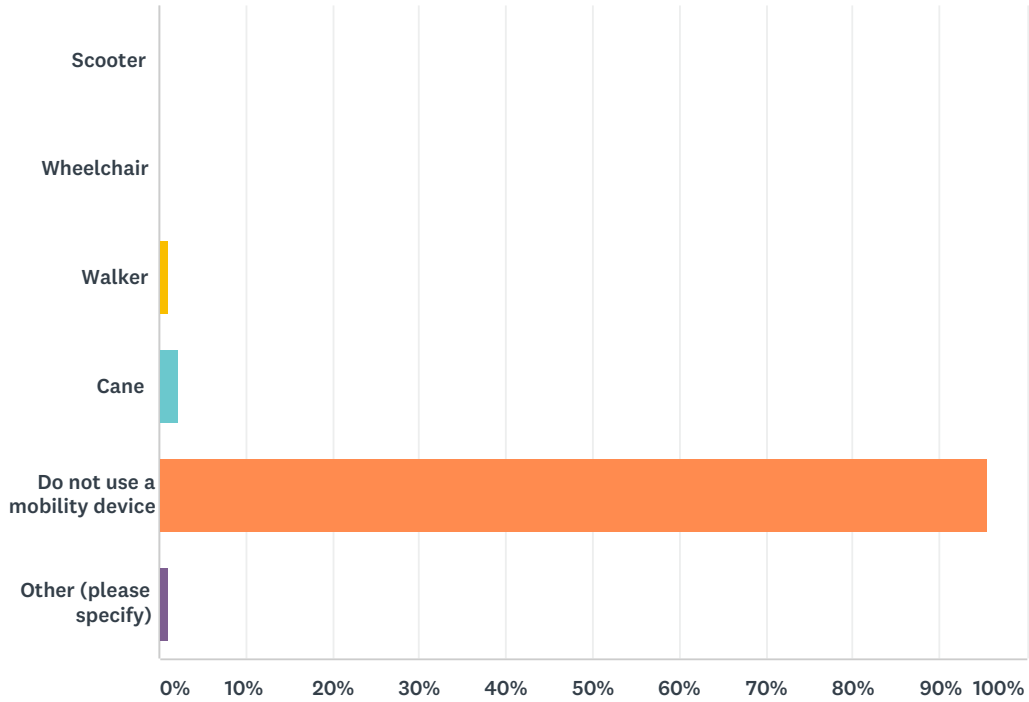
Answered: 89 Skipped: 4



ANSWER CHOICES	RESPONSES	
Drive a vehicle	3.37%	3
Walk outside	2.25%	2
Ride a bicycle	2.25%	2
Use transit	0.00%	0
Do not have a physical condition that limits mobility	92.13%	82
TOTAL		89

## Q9 Do you use a mobility device?

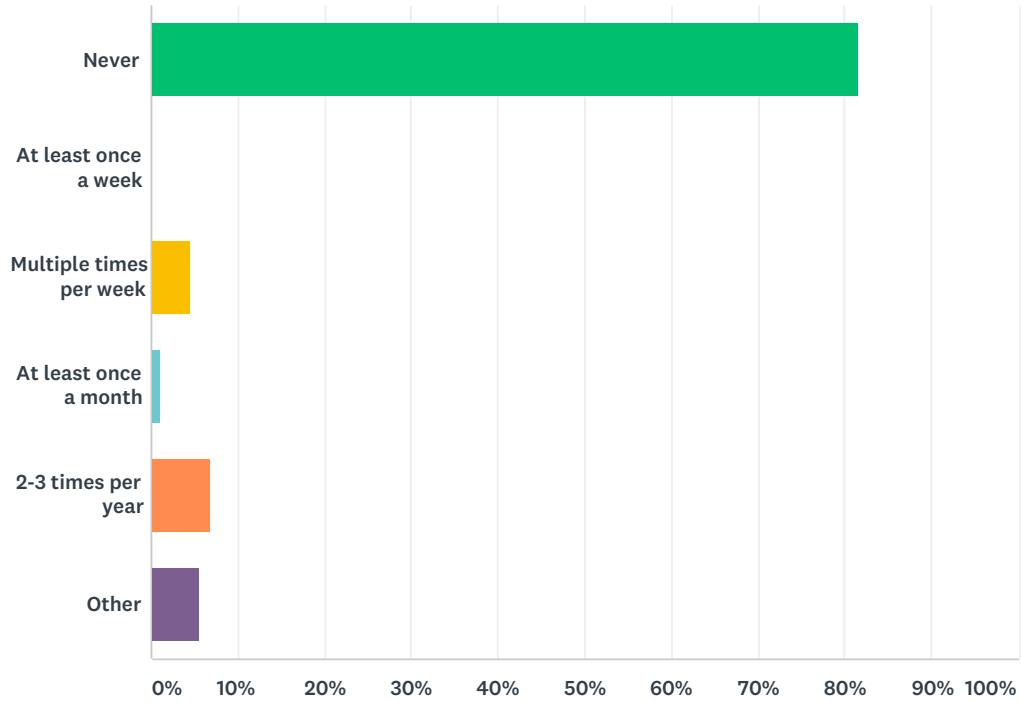
Answered: 89 Skipped: 4



ANSWER CHOICES	RESPONSES	
Scooter	0.00%	0
Wheelchair	0.00%	0
Walker	1.12%	1
Cane	2.25%	2
Do not use a mobility device	95.51%	85
Other (please specify)	1.12%	1
<b>TOTAL</b>		<b>89</b>

## Q10 How frequently do you use transit?

Answered: 87 Skipped: 6

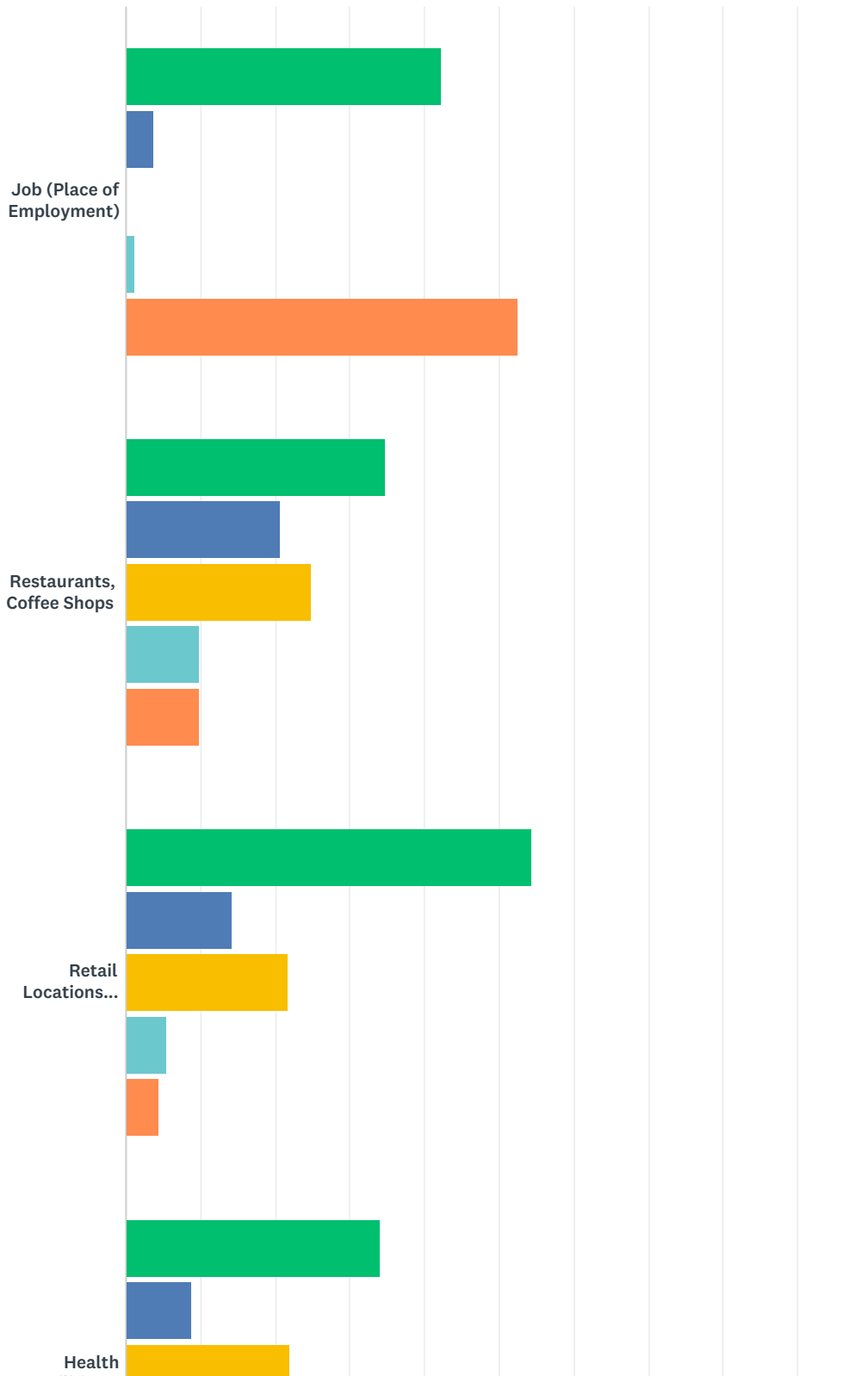


ANSWER CHOICES	RESPONSES	
Never	81.61%	71
At least once a week	0.00%	0
Multiple times per week	4.60%	4
At least once a month	1.15%	1
2-3 times per year	6.90%	6
Other	5.75%	5
<b>TOTAL</b>		<b>87</b>

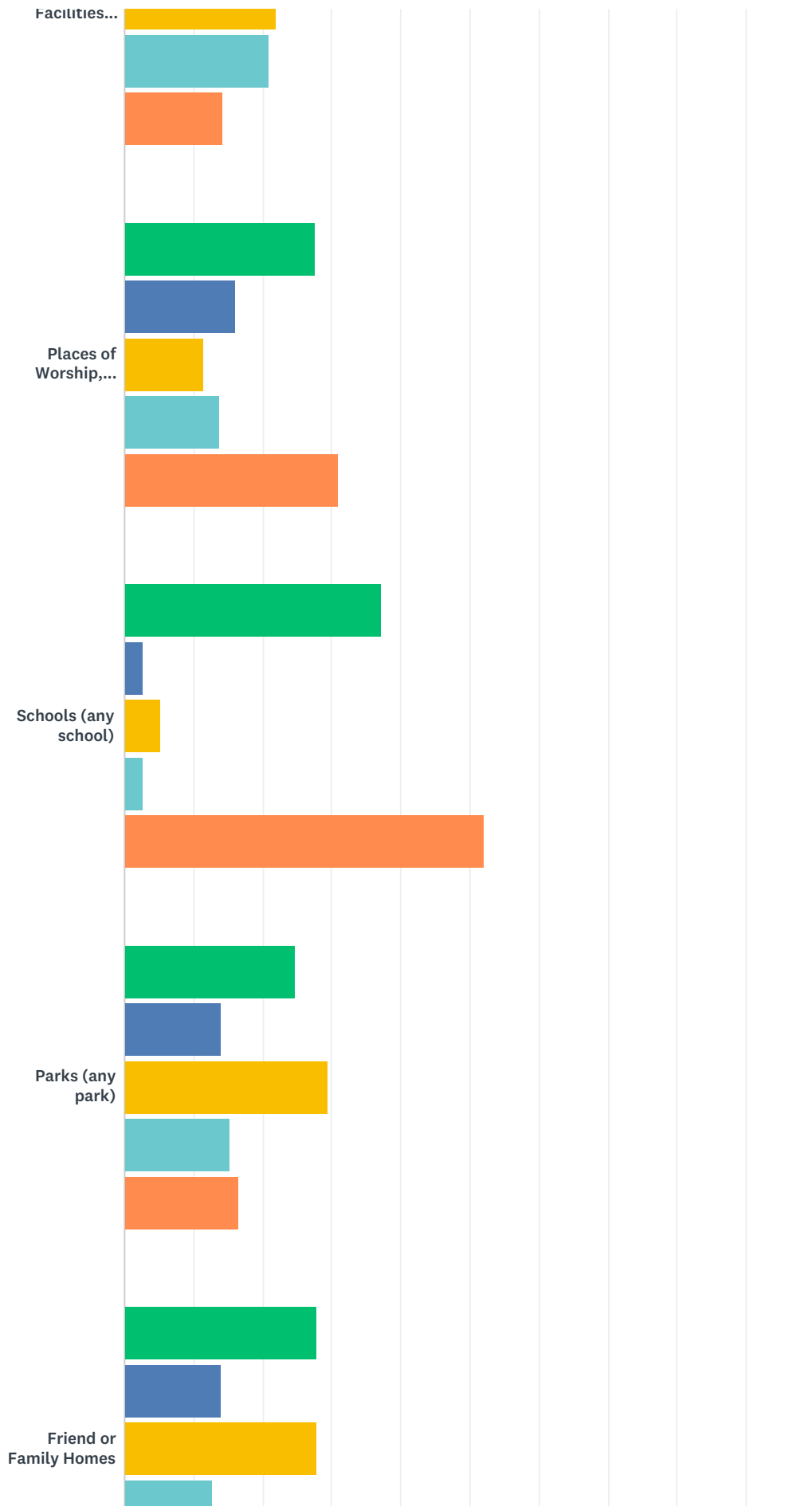


### Q11 How frequently do you travel by vehicle to the following destinations? Use each number (1,2,3,4 or 5) only once. 1 = I go there most often; 5 = I go there least often

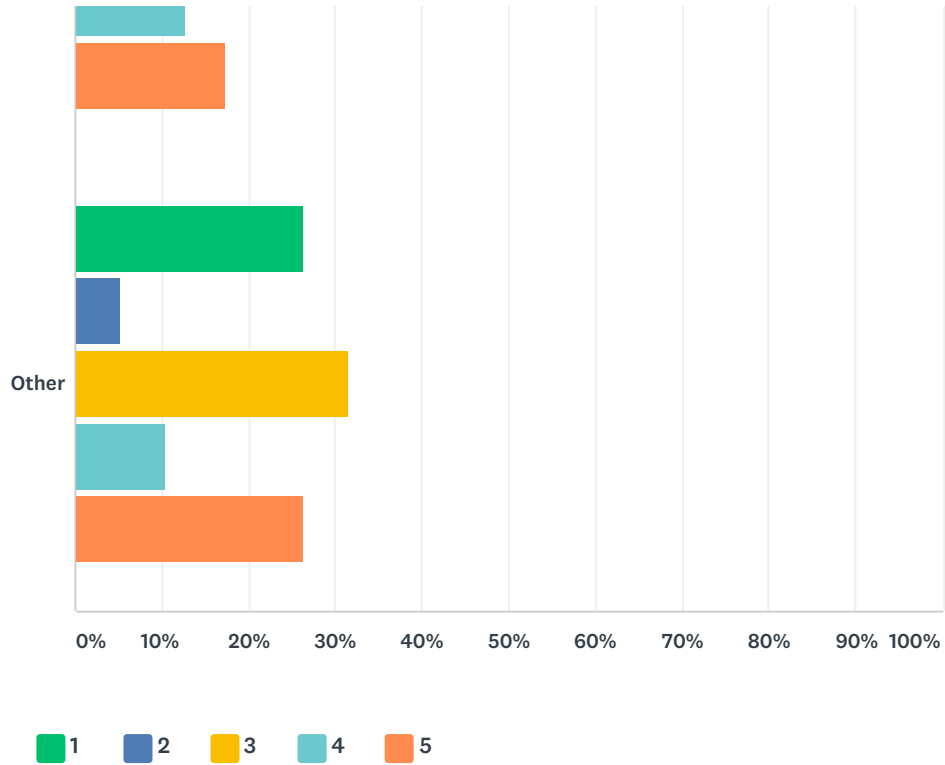
Answered: 92 Skipped: 1



# Town of Florence: Bicycle, Pedestrian, and Trails Active Transportation Plan



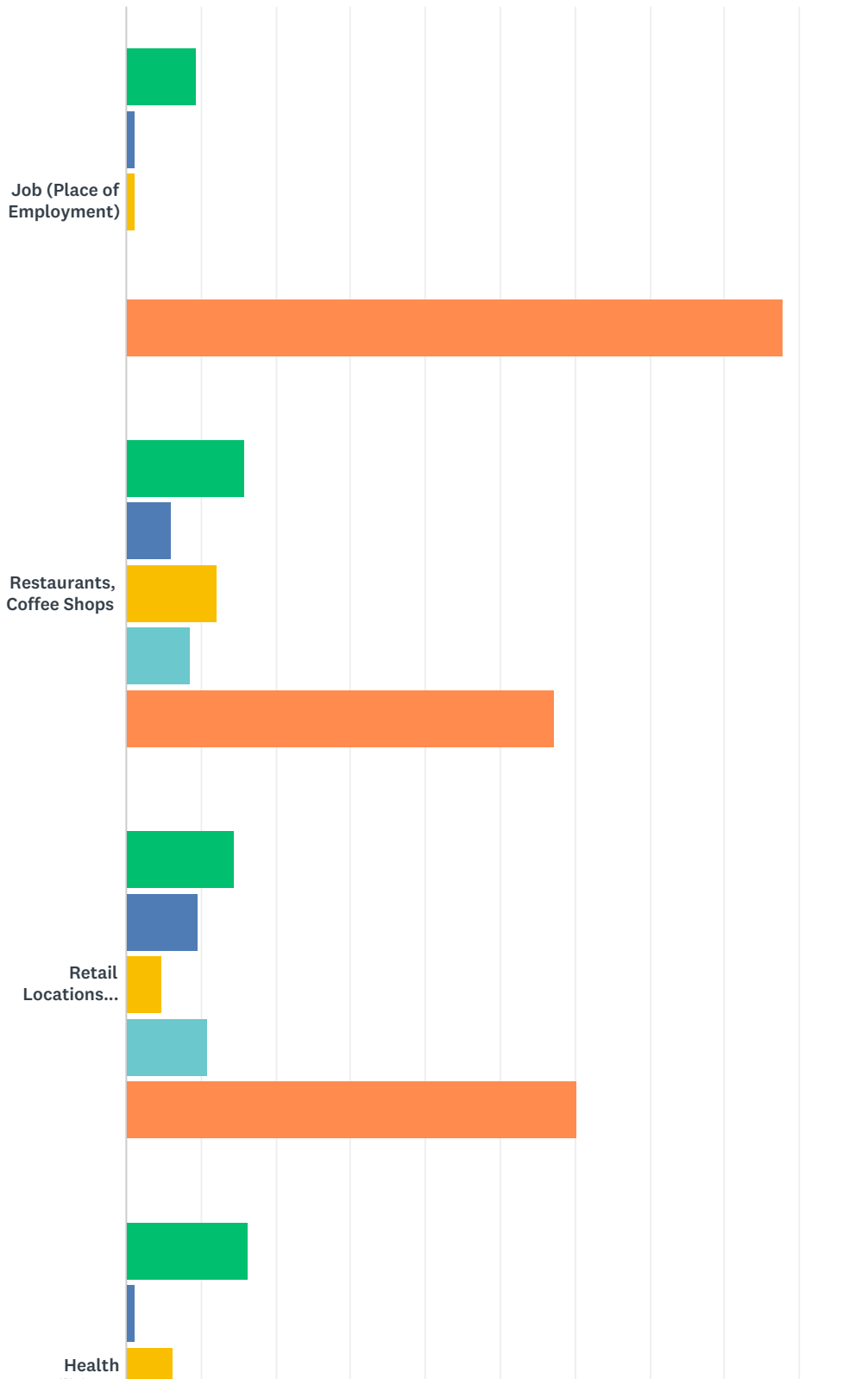
## Town of Florence: Bicycle, Pedestrian, and Trails Active Transportation Plan



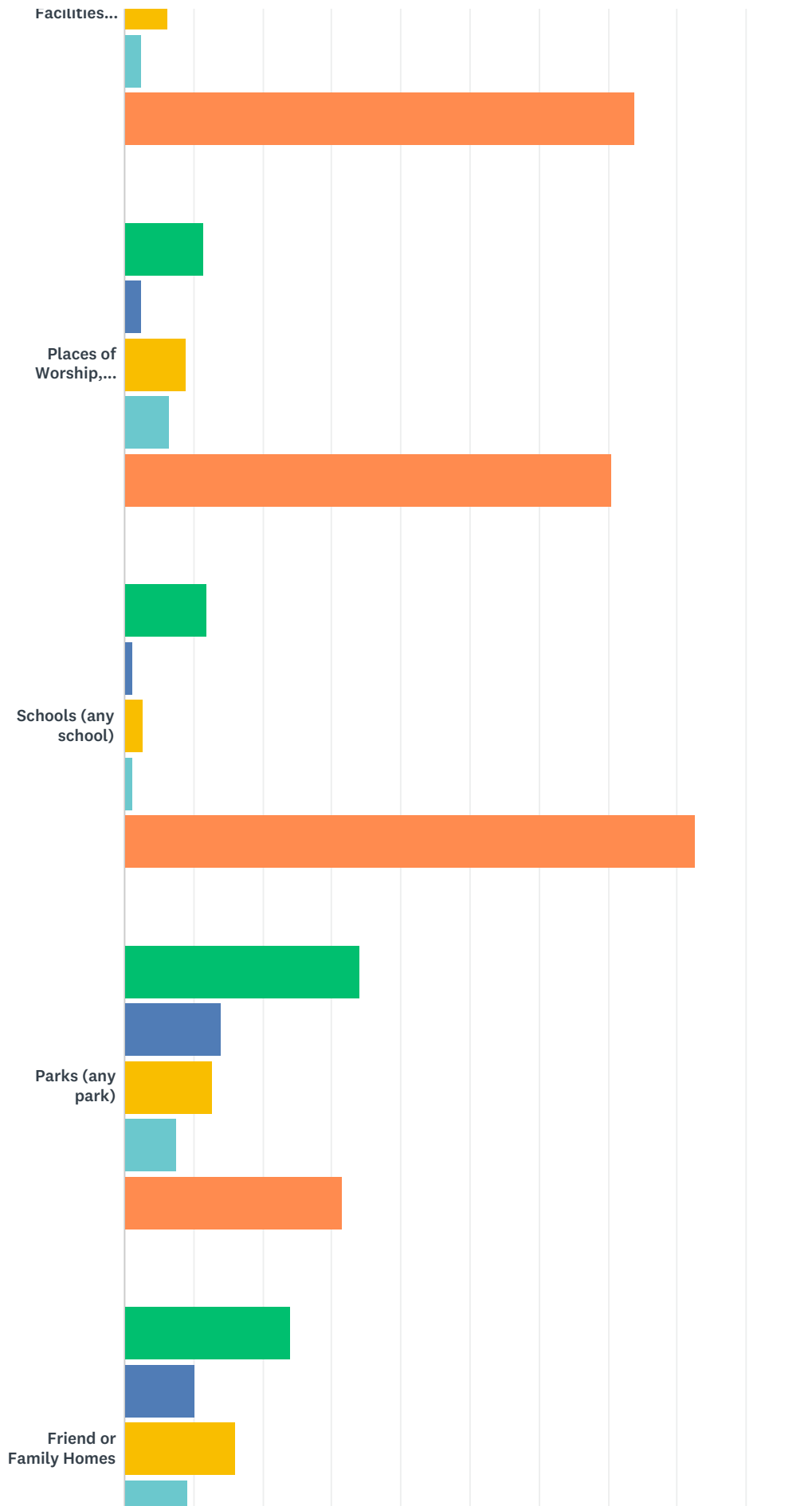
	1	2	3	4	5	TOTAL
Job (Place of Employment)	42.31% 33	3.85% 3	0.00% 0	1.28% 1	52.56% 41	78
Restaurants, Coffee Shops	34.78% 32	20.65% 19	25.00% 23	9.78% 9	9.78% 9	92
Retail Locations (Grocery Stores, Shops, Personal Services)	54.35% 50	14.13% 13	21.74% 20	5.43% 5	4.35% 4	92
Health Facilities (Doctor's Office, Pharmacy, Urgent Care, Fitness Facility)	34.07% 31	8.79% 8	21.98% 20	20.88% 19	14.29% 13	91
Places of Worship, Community Center, Library, Public Services	27.59% 24	16.09% 14	11.49% 10	13.79% 12	31.03% 27	87
Schools (any school)	37.33% 28	2.67% 2	5.33% 4	2.67% 2	52.00% 39	75
Parks (any park)	24.71% 21	14.12% 12	29.41% 25	15.29% 13	16.47% 14	85
Friend or Family Homes	27.91% 24	13.95% 12	27.91% 24	12.79% 11	17.44% 15	86
Other	26.32% 5	5.26% 1	31.58% 6	10.53% 2	26.32% 5	19

Q12 How frequently do you walk to the following destinations? Use each number (1,2,3, 4 or 5) only once. 1 = I walk there most often; 5 = I walk there least often

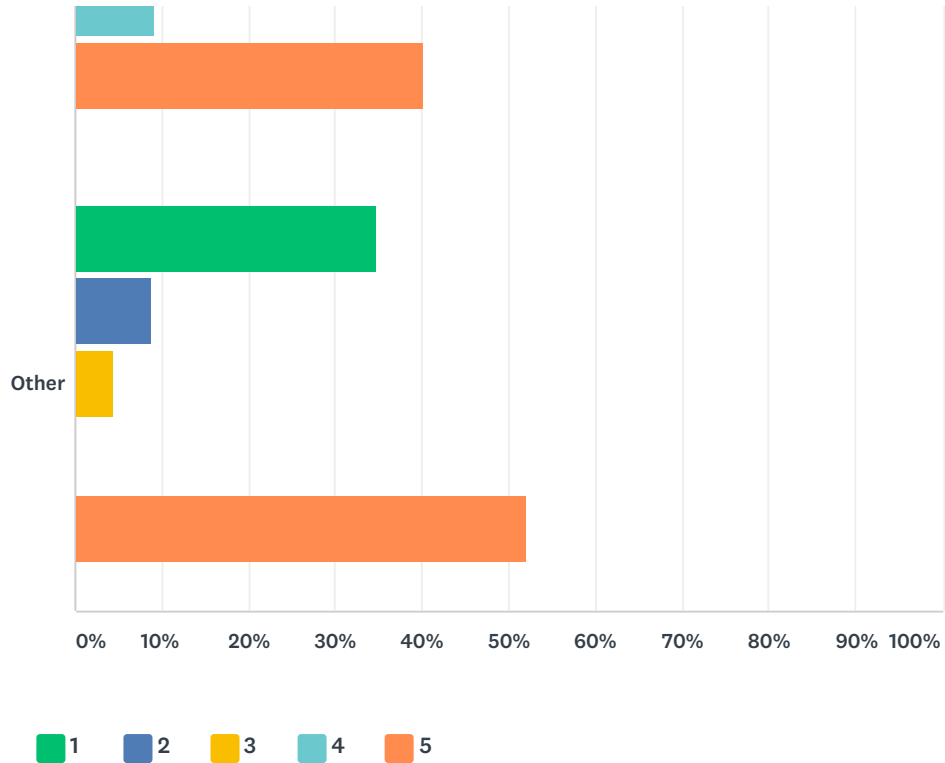
Answered: 90 Skipped: 3



# Town of Florence: Bicycle, Pedestrian, and Trails Active Transportation Plan



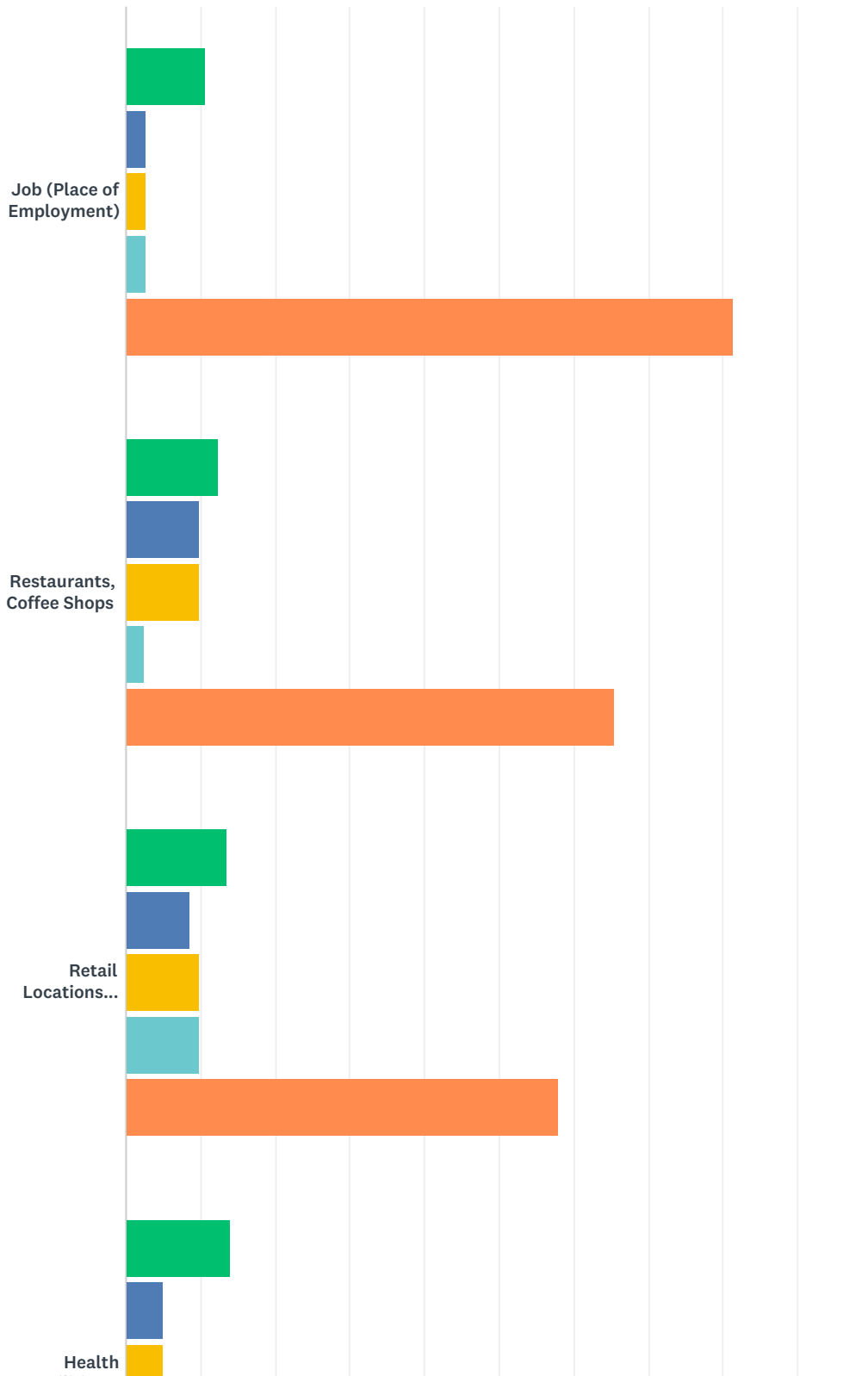
## Town of Florence: Bicycle, Pedestrian, and Trails Active Transportation Plan



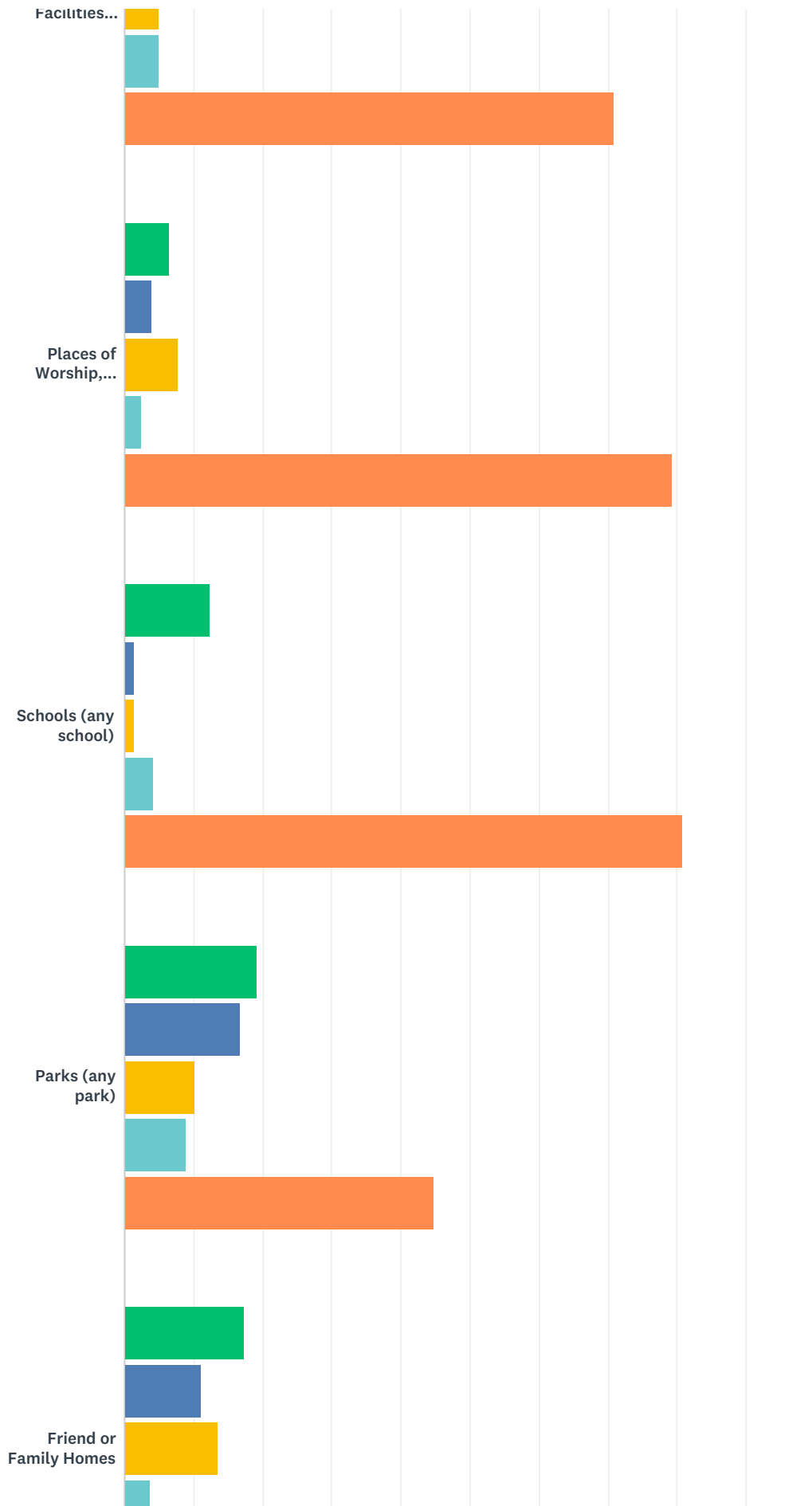
	1	2	3	4	5	TOTAL
Job (Place of Employment)	9.46% 7	1.35% 1	1.35% 1	0.00% 0	87.84% 65	74
Restaurants, Coffee Shops	15.85% 13	6.10% 5	12.20% 10	8.54% 7	57.32% 47	82
Retail Locations (Grocery Stores, Shops, Personal Services)	14.46% 12	9.64% 8	4.82% 4	10.84% 9	60.24% 50	83
Health Facilities (Doctor's Office, Pharmacy, Urgent Care, Fitness Facility)	16.25% 13	1.25% 1	6.25% 5	2.50% 2	73.75% 59	80
Places of Worship, Community Center, Library, Public Services	11.54% 9	2.56% 2	8.97% 7	6.41% 5	70.51% 55	78
Schools (any school)	12.00% 9	1.33% 1	2.67% 2	1.33% 1	82.67% 62	75
Parks (any park)	34.18% 27	13.92% 11	12.66% 10	7.59% 6	31.65% 25	79
Friend or Family Homes	24.14% 21	10.34% 9	16.09% 14	9.20% 8	40.23% 35	87
Other	34.78% 8	8.70% 2	4.35% 1	0.00% 0	52.17% 12	23

Q13 How frequently do you ride a bike to the following destinations? Use each number (1,2,3, 4 or 5) only once. 1 = I ride a bike there most often; 5 = I ride a bike there least often

Answered: 88 Skipped: 5

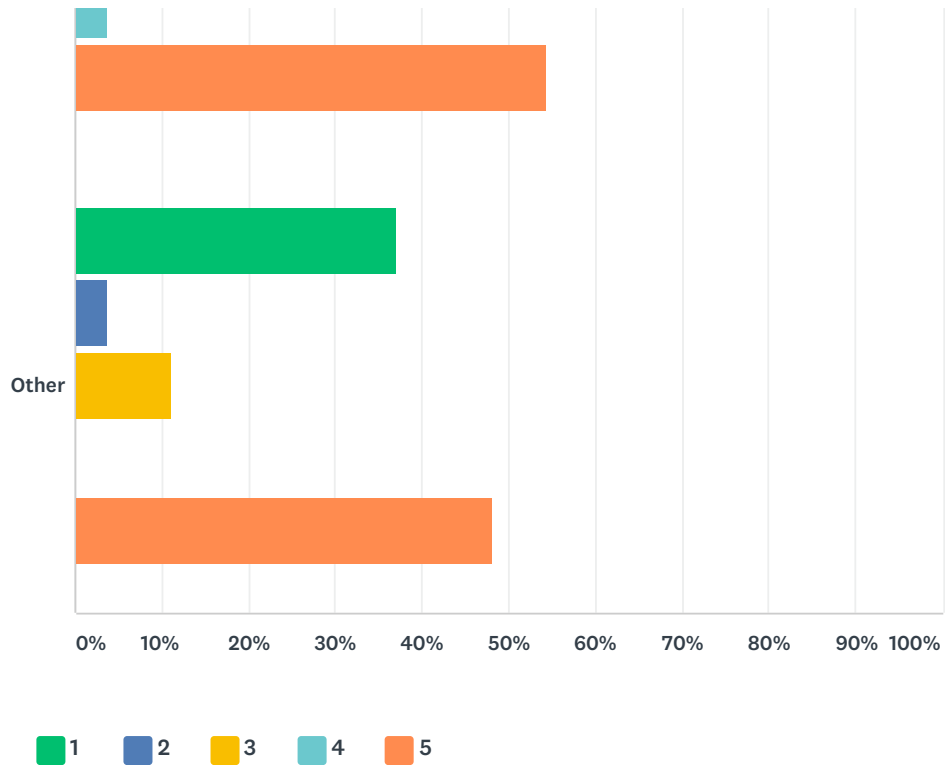


# Town of Florence: Bicycle, Pedestrian, and Trails Active Transportation Plan





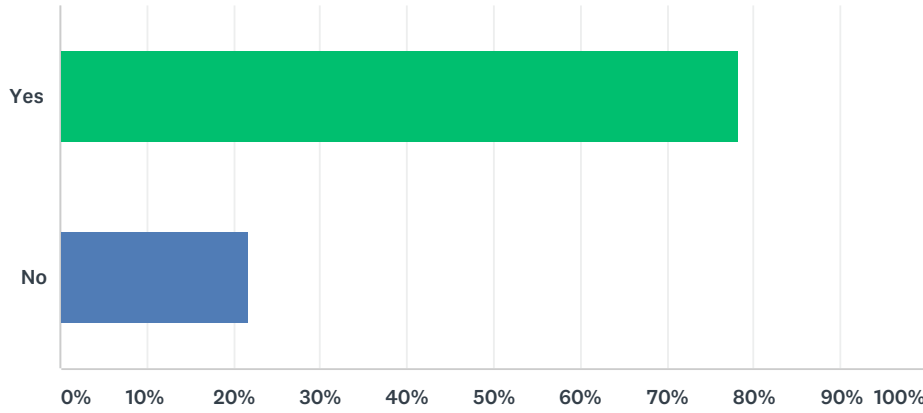
## Town of Florence: Bicycle, Pedestrian, and Trails Active Transportation Plan



	1	2	3	4	5	TOTAL
Job (Place of Employment)	10.67% 8	2.67% 2	2.67% 2	2.67% 2	81.33% 61	75
Restaurants, Coffee Shops	12.35% 10	9.88% 8	9.88% 8	2.47% 2	65.43% 53	81
Retail Locations (Grocery Stores, Shops, Personal Services)	13.58% 11	8.64% 7	9.88% 8	9.88% 8	58.02% 47	81
Health Facilities (Doctor's Office, Pharmacy, Urgent Care, Fitness Facility)	13.92% 11	5.06% 4	5.06% 4	5.06% 4	70.89% 56	79
Places of Worship, Community Center, Library, Public Services	6.49% 5	3.90% 3	7.79% 6	2.60% 2	79.22% 61	77
Schools (any school)	12.33% 9	1.37% 1	1.37% 1	4.11% 3	80.82% 59	73
Parks (any park)	19.23% 15	16.67% 13	10.26% 8	8.97% 7	44.87% 35	78
Friend or Family Homes	17.28% 14	11.11% 9	13.58% 11	3.70% 3	54.32% 44	81
Other	37.04% 10	3.70% 1	11.11% 3	0.00% 0	48.15% 13	27

### Q14 Would you prefer to walk or bike to any of those destinations?

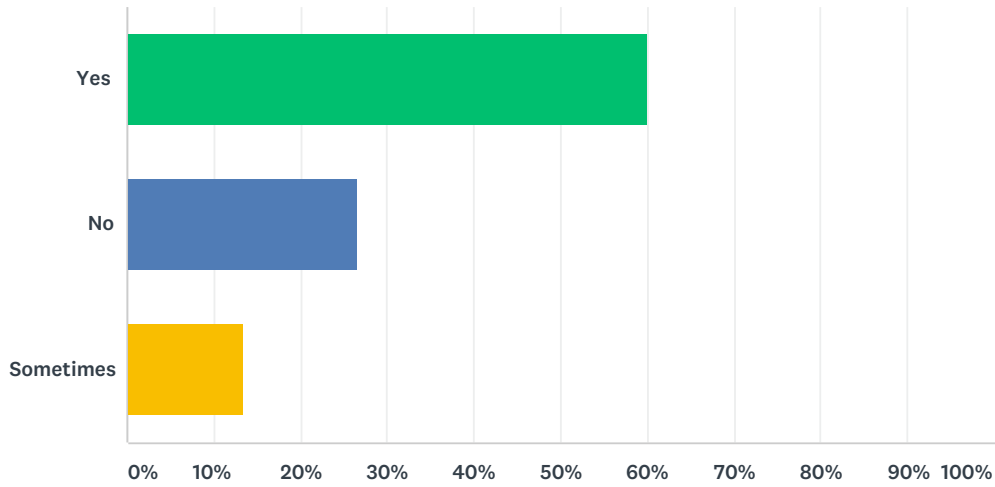
Answered: 92 Skipped: 1



ANSWER CHOICES	RESPONSES	
Yes	78.26%	72
No	21.74%	20
TOTAL		92

## Q15 Do you tend to avoid certain streets or sidewalks when walking or biking?

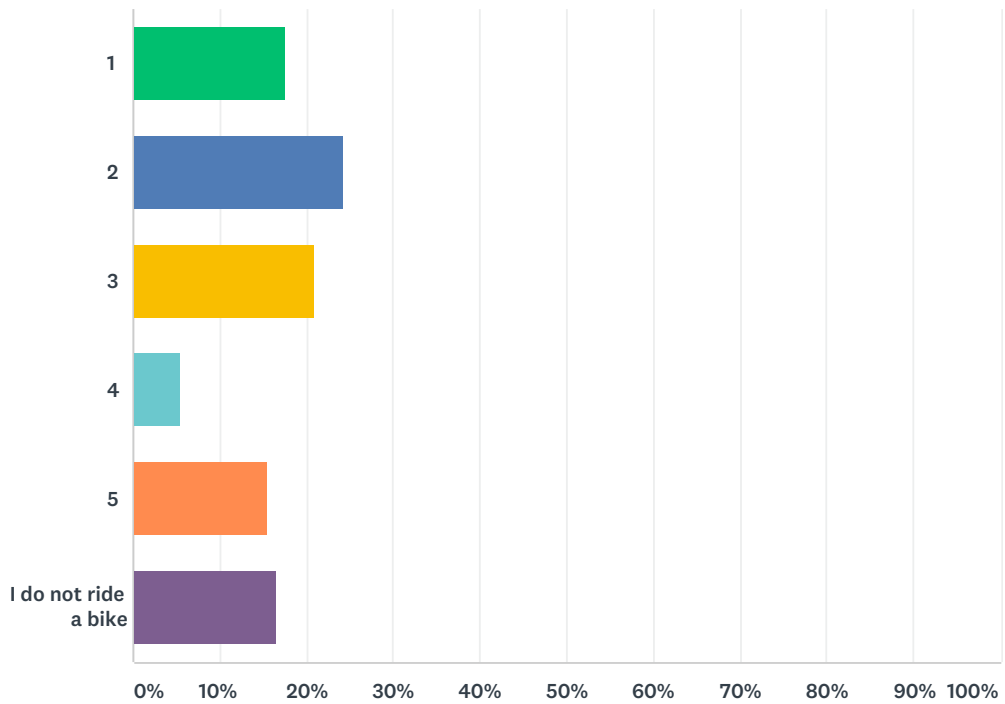
Answered: 90 Skipped: 3



ANSWER CHOICES	RESPONSES	
Yes	60.00%	54
No	26.67%	24
Sometimes	13.33%	12
TOTAL		90

**Q16 How safe do you feel riding a bicycle in Florence or where you live?  
Select a number 1-5: 1 being the safest; 5 being the least safe**

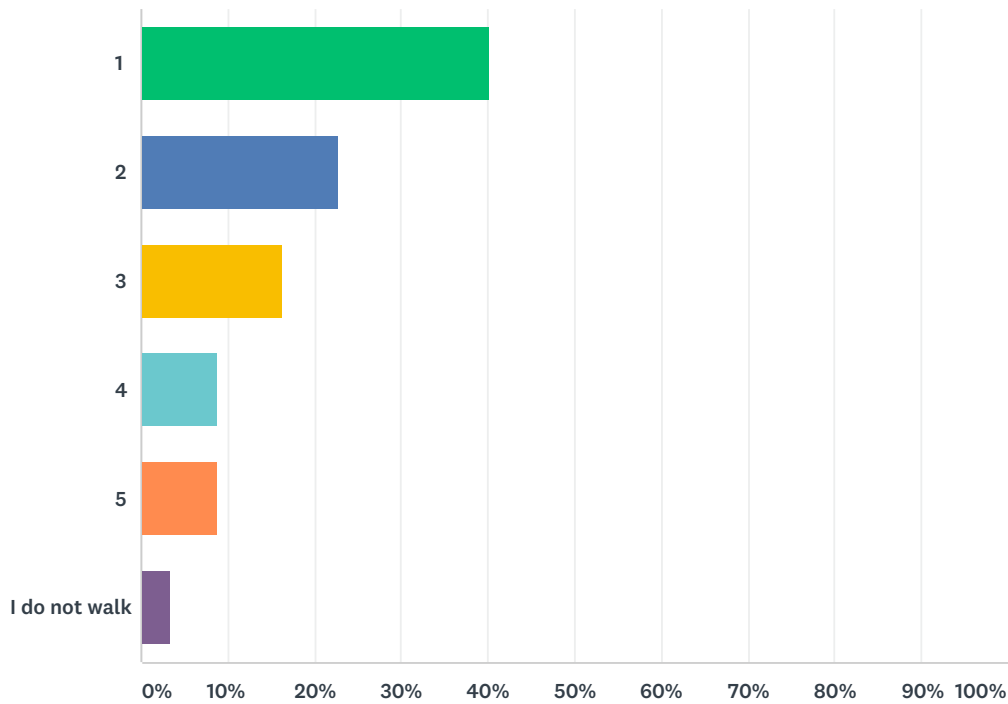
Answered: 91 Skipped: 2



ANSWER CHOICES	RESPONSES	
1	17.58%	16
2	24.18%	22
3	20.88%	19
4	5.49%	5
5	15.38%	14
I do not ride a bike	16.48%	15
<b>TOTAL</b>		<b>91</b>

### Q17 How safe do you feel walking in Florence or where you live? Select a number 1-5: 1 being the safest; 5 being the least safe

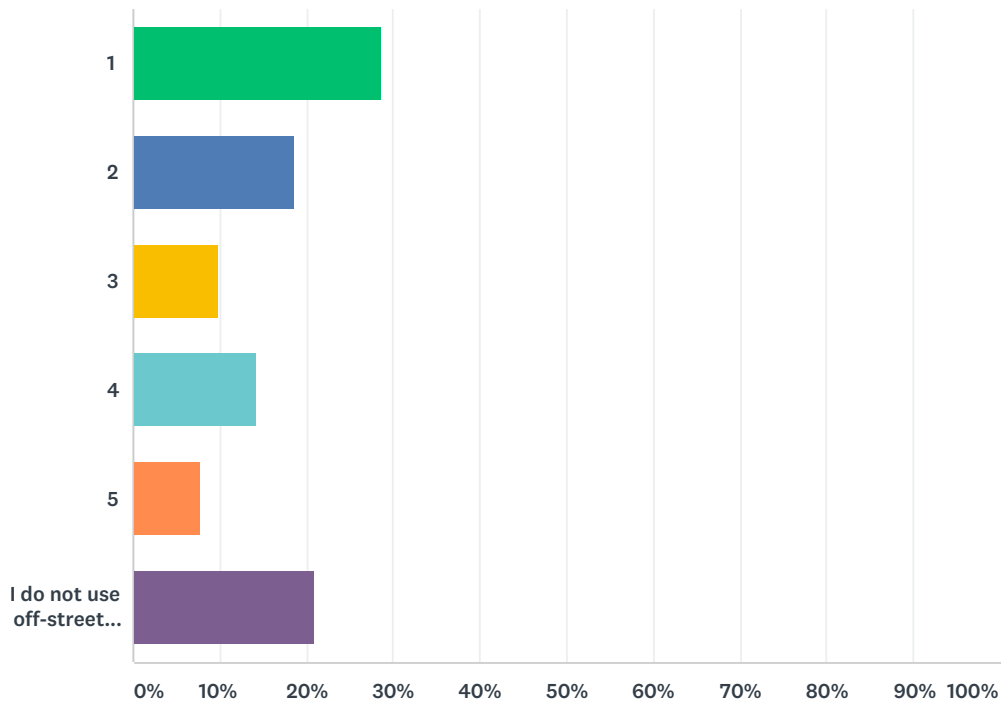
Answered: 92 Skipped: 1



ANSWER CHOICES	RESPONSES	
1	40.22%	37
2	22.83%	21
3	16.30%	15
4	8.70%	8
5	8.70%	8
I do not walk	3.26%	3
<b>TOTAL</b>		<b>92</b>

### Q18 How safe do you feel using an off-street trail in Florence or where you live? Select a number 1-5: 1 being the safest; 5 being the least safe

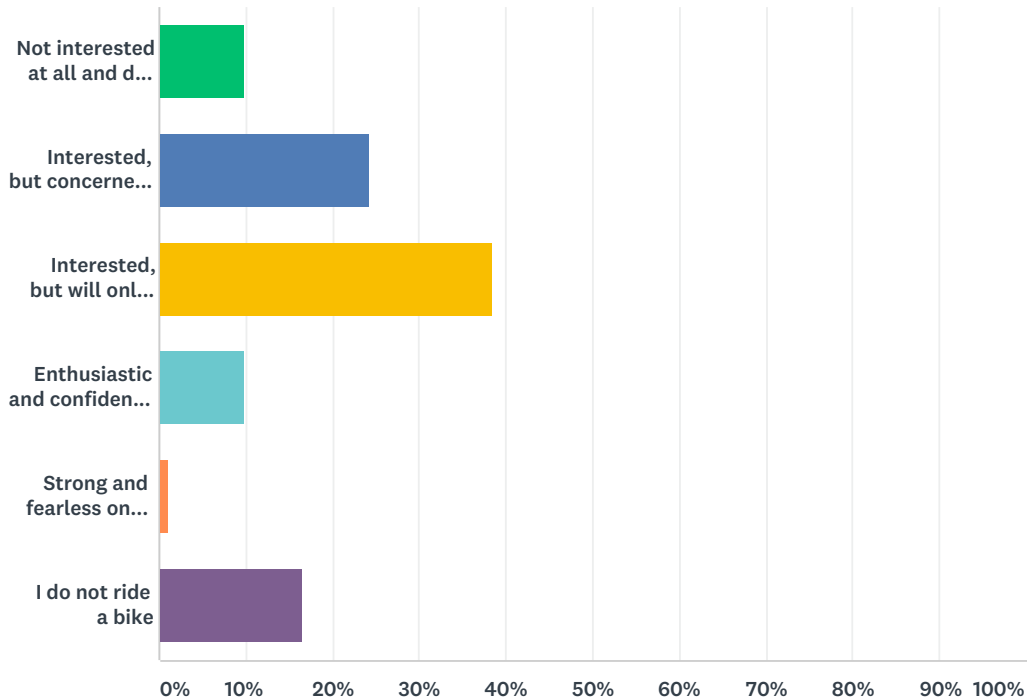
Answered: 91 Skipped: 2



ANSWER CHOICES	RESPONSES	
1	28.57%	26
2	18.68%	17
3	9.89%	9
4	14.29%	13
5	7.69%	7
I do not use off-street trails	20.88%	19
<b>TOTAL</b>		<b>91</b>

## Q19 Which of the following best describes how you feel about bicycling on existing streets in Florence?

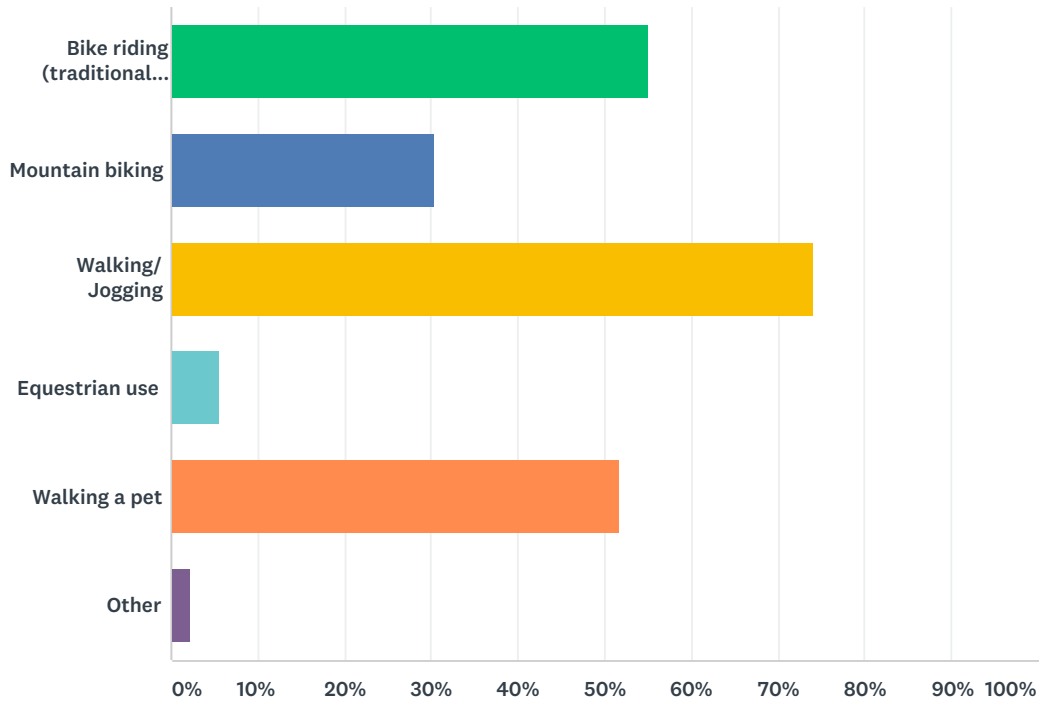
Answered: 91 Skipped: 2



ANSWER CHOICES	RESPONSES	
Not interested at all and do not ride on the streets	9.89%	9
Interested, but concerned about safety, nearly never ride on streets	24.18%	22
Interested, but will only ride on streets with bike lanes and slower speeds	38.46%	35
Enthusiastic and confident while riding on the streets	9.89%	9
Strong and fearless on streets	1.10%	1
I do not ride a bike	16.48%	15
<b>TOTAL</b>		<b>91</b>

## Q20 For what purpose do you or would you use off-street trails in Florence? (Check all that apply)

Answered: 89 Skipped: 4

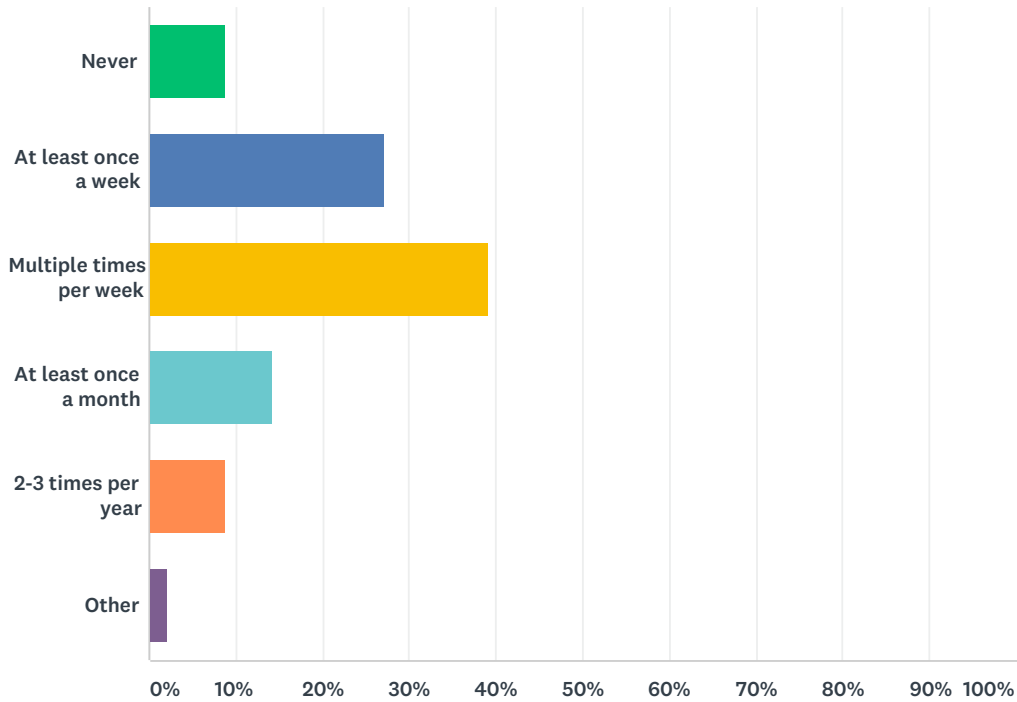


ANSWER CHOICES	RESPONSES	
Bike riding (traditional bike, road bike)	55.06%	49
Mountain biking	30.34%	27
Walking/ Jogging	74.16%	66
Equestrian use	5.62%	5
Walking a pet	51.69%	46
Other	2.25%	2
Total Respondents: 89		



## Q21 If available, how frequently would you use off-street trails in Florence?

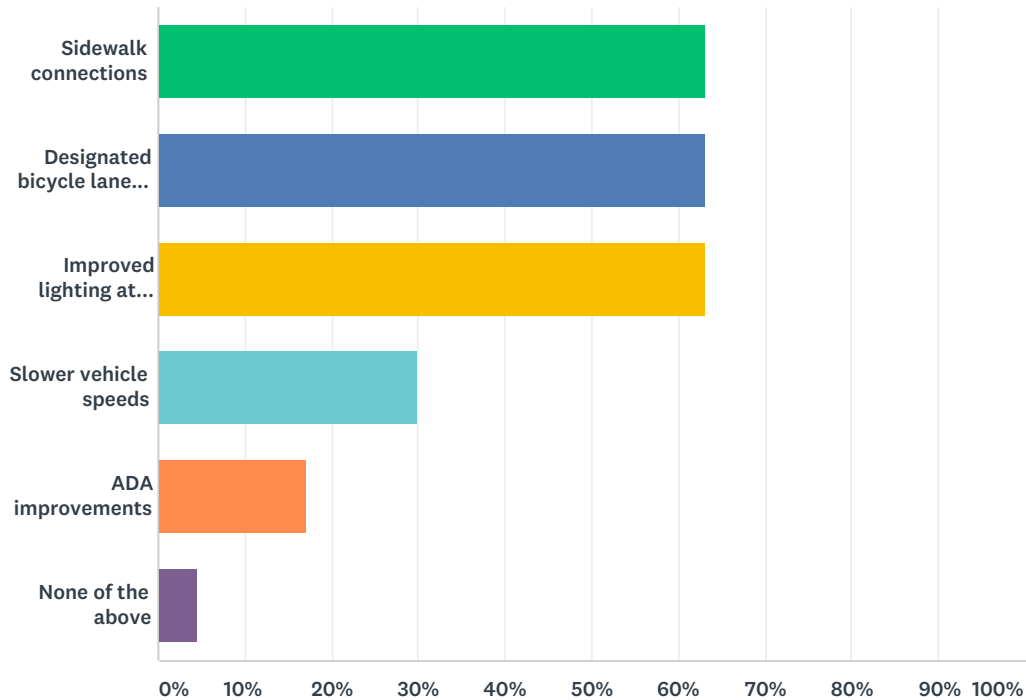
Answered: 92 Skipped: 1



ANSWER CHOICES	RESPONSES	
Never	8.70%	8
At least once a week	27.17%	25
Multiple times per week	39.13%	36
At least once a month	14.13%	13
2-3 times per year	8.70%	8
Other	2.17%	2
<b>TOTAL</b>		<b>92</b>

## Q22 What would make it easier, safer, or more convenient for you to walk, bike, or take transit? (Check all that apply)

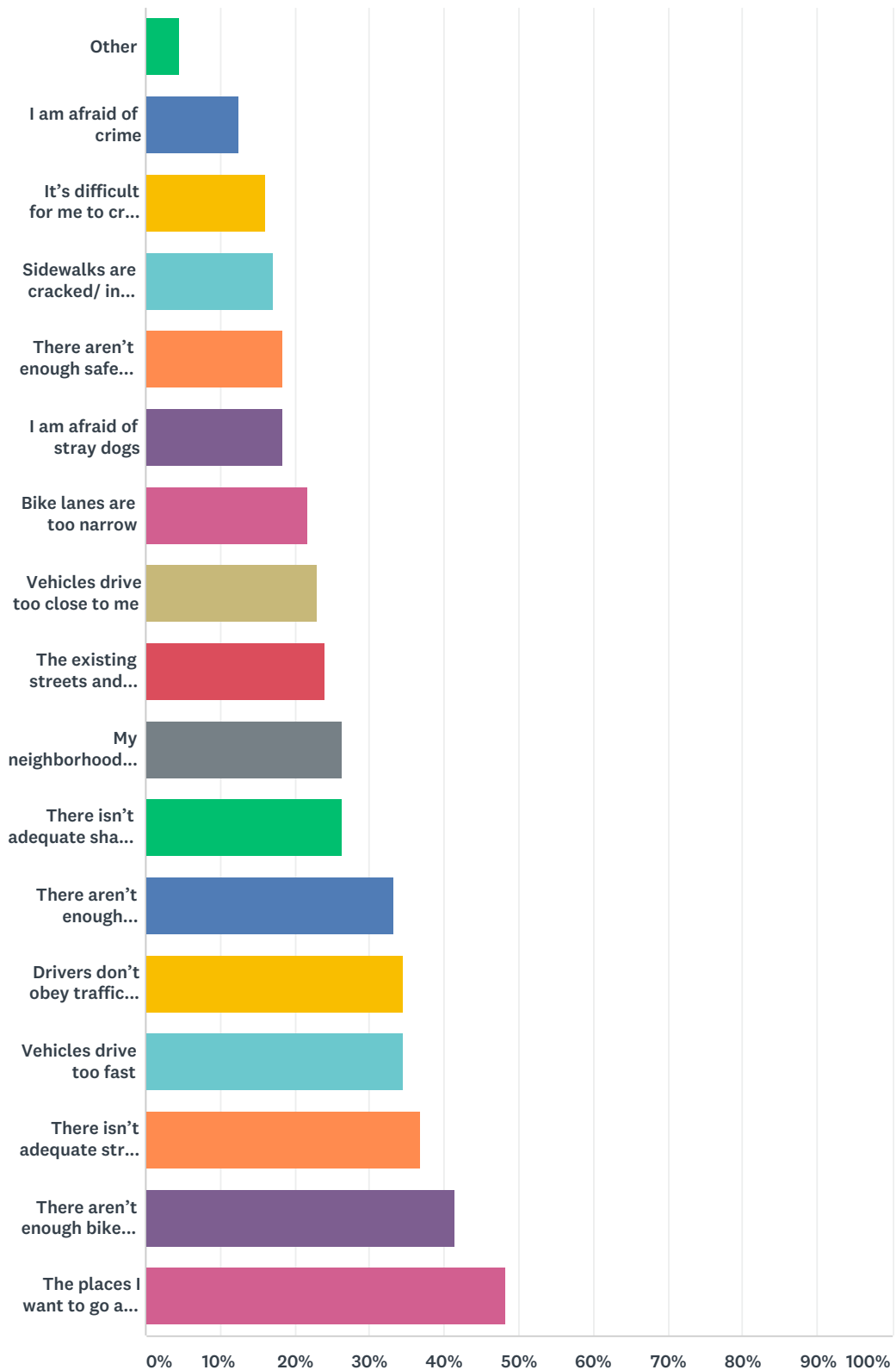
Answered: 87 Skipped: 6



ANSWER CHOICES	RESPONSES	
Sidewalk connections	63.22%	55
Designated bicycle lane or facility	63.22%	55
Improved lighting at nighttime	63.22%	55
Slower vehicle speeds	29.89%	26
ADA improvements	17.24%	15
None of the above	4.60%	4
Total Respondents: 87		

### Q23 Select the challenges that you face, if any, when attempting to walk or bike to your desired destinations: (Check all that apply)

Answered: 87 Skipped: 6




## Town of Florence: Bicycle, Pedestrian, and Trails Active Transportation Plan

ANSWER CHOICES	RESPONSES	
Other	4.60%	4
I am afraid of crime	12.64%	11
It's difficult for me to cross busy intersections	16.09%	14
Sidewalks are cracked/ in disrepair	17.24%	15
There aren't enough safe places to cross the street between intersections	18.39%	16
I am afraid of stray dogs	18.39%	16
Bike lanes are too narrow	21.84%	19
Vehicles drive too close to me	22.99%	20
The existing streets and sidewalks don't go where I want to go	24.14%	21
My neighborhood streets and bike lanes/routes don't go where I want to go	26.44%	23
There isn't adequate shade (not enough trees)	26.44%	23
There aren't enough sidewalks	33.33%	29
Drivers don't obey traffic laws	34.48%	30
Vehicles drive too fast	34.48%	30
There isn't adequate street lighting (it's too dark)	36.78%	32
There aren't enough bike lanes	41.38%	36
The places I want to go are too far away to walk/bike	48.28%	42
Total Respondents: 87		

**Q24 What do you view as the greatest challenge(s) to walking and bicycling (mobility) in Florence?**

Answered: 79 Skipped: 14

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u> 10b.</b>
<b>MEETING DATE:</b> July 1, 2019  <b>DEPARTMENT:</b> Fire Department  <b>STAFF PRESENTER:</b> David Strayer, Fire Chief  <b>SUBJECT:</b> Extension of Agreement for Temporary Housing at Florence Fire Station 542 by American Medical Response		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1 <sup>st</sup> Reading <input type="checkbox"/> 2 <sup>nd</sup> Reading <input type="checkbox"/> <b>Other</b>
<b>STRATEGIC PLAN REFERENCE:</b> <input checked="" type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Property <input type="checkbox"/> Leadership and Governance <input checked="" type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

**RECOMMENDED MOTION/ACTION:**

It is recommended that the Town Council approve the extension the 2018 American Medical Response (AMR) Non-Exclusive Revocable License Agreement for temporary housing at Florence Fire Station 542 for another year.

**BACKGROUND/DISCUSSION:**

The Town of Florence Fire Department serves as the first responder for the emergency needs of the Town. AMR serves as a second-responder transport unit that provides assistance to the Town’s Fire Department paramedic staff on-scene of an incident and as well as transportation to the nearest, most appropriate medical facility. AMR is currently authorized by the Arizona Department of Health Services (DHS) to provide emergency medical transportation services within the service area described in Certificate of Necessity Number 85, which includes the Town of Florence. All ambulances are equipped, maintained, and operated in accordance with the laws of the State of Arizona and the rules and regulations of DHS.

The purpose of this agreement is to provide temporary housing and storage of emergency services personnel and equipment at Florence Fire Station 542. This need has surfaced due to the recent closing of the Florence Anthem Hospital and is necessary to maintain the current level of emergency medical services for the citizens of the Town of Florence until a permanent solution is reached. The contract extension period for this agreement is for an additional 12 months.

**A VOTE OF NO WOULD MEAN:**

The Town would not allow AMR to temporarily share facilities at Fire Station 542. This could potentially result in longer response times for emergency medical service (EMS) transportation calls in the Sun City/Anthem area.

**A VOTE OF YES WOULD MEAN:**

The Town would extend the agreement for an additional 12 months and to allow AMR to temporarily share facilities at Fire Station 542. This would allow current levels of EMS service to continue.

**FINANCIAL IMPACT:**

Under the terms of this agreement, the Town of Florence will collect a fee \$1,423.82 per month from AMR.

**ATTACHMENTS:**

Agreement

**AMERICAN MEDICAL RESPONSE NON-EXCLUSIVE,  
REVOCABLE LICENSE AGREEMENT**

1. **PARTIES:**

This Non-Exclusive, Revocable License Agreement (the “Agreement” or “License”), is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 (the “Effective Date”), between the TOWN OF FLORENCE, an Arizona municipal corporation (the “Licensor” or “Town”), and the AMERICAN MEDICAL RESPONSE OF MARICOPA, L.L.C., a(n) Arizona limited liability company (the “Licensee”). The Town and Licensee are sometimes referred to in this License collectively as the “Parties” and each individually as a “Party”.

2. **RECITALS:**

2.1. Town owns and operates Fire Station No. 2 (“Fire Station”, “Licensed Area”, or “Property”) in the Town of Florence and desires to make a portion of the real property and improvements available for use by the Licensee. The Property is described in **Exhibit “A”** attached hereto and incorporated herein; and

2.2. Town and Licensee have discussed the joint benefits to be derived by the Town permitting the Licensee to share in the use, maintenance and operation of the Fire Station, and the Parties agree that it is in their mutual best interest to enter into this Agreement outlining the terms and expectations for the use, maintenance and operation of the Station; and

2.3. Licensor, as operator of the Fire Station, has control of the Property. Licensee desires to license from Licensor on a revocable, non-exclusive basis the Property depicted in **Exhibit “A”**; and

2.4. It is in the best interests of the Town of Florence to grant a license for Licensee to use space temporarily for housing and storage of emergency services personnel and equipment; and

2.5. Licensee understands and agrees that Licensor may also grant a non-exclusive, license of the Licensed Area to unrelated third parties for the same or different uses from the Use (as defined below) (the “Third Party Licenses”); and

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

3. **AGREEMENTS:**

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



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

3.2. GRANT OF NON-EXCLUSIVE LICENSE. Licensor hereby grants Licensee a revocable, non-exclusive license to use the Licensed Area subject to the terms and conditions of this License and solely to house an ambulance, necessary equipment and associated emergency medical personnel for the purpose of emergency services operations performed on a 24-hour, per-day basis. (the "Use").

3.3. USE OF LICENSED AREA AND LICENSEE'S RESPONSIBILITIES.

3.3.1. Licensed Area. The "Licensed Area" shall be an area located within the Town's Fire Station No. 2 (See **Exhibit "A"**) and shall include: a) one (1) parking bay to be used for the housing of an ambulance, b) sleeping quarters for an ambulance crew consisting of two (2) individuals, and c) space allocated at the Fire Station to store required medical equipment. The exact location of the Licensed Area within the Fire Station shall be subject to the approval of the Florence Fire Chief, or his designee, in his sole and absolute discretion. The Parties acknowledge and agree that by virtue of the physical layout of the Fire Station, the Licensee may be permitted to the non-exclusive use of various "Common Areas" of the Fire Station. Common Areas shall not include any designated office space of the Fire Captains or any law enforcement personnel. The designation and use of such Common Areas may be agreed upon by the Licensee and the Florence Fire Chief and the Florence Police Chief, if related to law enforcement operations. The Licensee shall have no access to Licensor's Emergency Medical Service ("EMS") supply area(s). The Licensee shall use the Licensed Area only for the purpose of emergency services operations.

3.3.2. Use. Licensee shall use the Licensed Area solely for housing of an ambulance, associated crew, and necessary equipment, and for no other purpose without Licensor's prior written consent, which consent may be withheld in Licensor's sole and absolute discretion. Licensee hereby accepts the Property in the condition existing as of the date of the execution hereof, subject to all applicable zoning, municipal, county, and state laws, ordinances and regulations governing and regulating the use of the Property and accepts this License subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Licensee acknowledges that neither Licensor nor Licensor's agents have made any representation or warranty as to the suitability of the Licensed Area for the conduct of Licensee's business. Licensee acknowledges that its use of the Licensed Area described herein is revocable and non-exclusive, and that the Licensed Area will also be used by the Town as a fire station, and for other municipal and governmental purposes as determined by Town.

3.3.3. Signs. Licensee shall place no signs, flags, or posters or other advertising or promotional materials on the Property, on the exterior of the building in which the Licensed Area are located, or in the windows of the Licensed Area without having obtained Licensor's prior written consent, which consent may be withheld at the sole discretion of the Licensor.

3.3.4. Repairs. Any repairs which are required to be done to the Licensed Area which are necessitated by the negligence or acts of the Licensee, its employees or agents, shall be repaired as determined by the Licensor, the cost of which shall be borne by the Licensee.

3.3.5. Keeping Premises Clean. Licensee agrees to assist in keeping the Licensed Area inside and outside clean and neat at all times, including sidewalks, parking areas and front and rear yards. Licensee is responsible for keeping their designated sleeping quarters and ambulance parking bay clean and free of debris.

3.3.6. Alterations and Additions. Alterations and additions may not be made to the Licensed Area without the prior written consent of the Licensor, which consent may be withheld in Licensor's sole and absolute discretion. Any alteration of or addition to the Licensed Area shall become part of the realty and shall belong to the Town upon termination or expiration of this License. Storage of equipment that is freestanding and not mounted to any wall shall remain the property of the Licensee and shall be removed upon expiration of this License or earlier termination thereof.

3.3.7. Liens Created by Licensee. Licensee shall have no power to do any act or to make any contract that may create or be the foundation for any lien upon the property on which the Licensed Area are located or other estate or reversion of the Licensor in the Licensed Area or upon any building or improvement thereon, and should any such lien be filed, the Licensee, at its sole cost and expense, shall bond or otherwise discharge the same within ten (10) calendar days after the filing thereof.

3.3.8. Prohibition Against Licensee. Licensee shall not, at any time, without first obtaining the Licensor's express written consent, which consent may be withheld in Licensor's sole and absolute discretion: a) Perform any act or carry on any practice which may damage, mar or deface the Licensed Area, the building in which the Licensed Area is located, or the property on which the Licensed Area is located; b) Install, operate or maintain in the Licensed Area any electrical equipment which will overload the electrical system therein or any part thereof, beyond its reasonable capacity for proper and safe operation as determined by Licensor, in Licensor's sole and absolute discretion.

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

#### 3.4. TERM.

3.4.1. Term. Except as provided in this License, the "Term" of this License shall commence on the Effective Date and shall automatically terminate on **June 30, 2020**, unless earlier terminated.

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

3.5. FEE. In consideration for this License, the Licensee shall pay to Licensor on a monthly basis (or pro-rated amount based on the occupied use by the Licensee) One Thousand Four Hundred Twenty-Three and 82/100 (\$1,423.82) on the first day of each month during the Term as a fee for use of the Licensed Area (the "Monthly Fee"). Monthly license payments due herein are due and payable on the first day of each month without setoff or deduction, notice or demand. A late charge of Three Hundred Dollars (\$300.00) shall be added to each payment received by Licensor ten (10) calendar days after said payment becomes due and payable. Additionally, an additional Two Hundred Dollars (\$200.00) shall be due and payable every fifth (5<sup>th</sup>) day thereafter until thirty (30) days have elapsed. Thereafter, interest shall accrue on the outstanding balance as set forth herein. If the Licensed Area is occupied and used to house a "day-car" for portions of a day (minimum twelve-hour periods), the fee charged will be a pro-rated amount based on the occupied use by the Licensee. For example, if Licensee occupies for twelve hours a day the fee charged will be one-half the Monthly Fee. Any changes to the occupancy period (i.e. 12-hour or 24-hour use) of the Licensed Area or to the applicable Monthly Fee shall be by written amendment to this License signed by both Parties.

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

3.7. SALES/USE TAXES. Licensee shall pay all privilege, use, sales, gross proceeds, government property lease excise taxes or like taxes, now or hereafter levied, assessed or imposed by any governmental authority upon any fee, use or other payments required to be paid by Licensee hereunder. Licensee shall be responsible for any and all property taxes and all government property lease excise taxes described in A.R.S. section 42-6201 et. seq. or similar laws in force from time to time and the Town of Florence shall have no responsibility whatsoever for such excise taxes. Pursuant to A.R.S. section 42-6206 failure by Licensee to pay any such tax after notice and opportunity to cure is an event of default that may result in divesting the Licensee of any interest in or right of occupancy of the Licensed Area.

3.8. INSURANCE.

3.8.1. General. Licensee agrees to comply with all Town ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Licensee, Licensee shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies

and forms satisfactory to the Town of Florence. Failure to maintain insurance as specified may result in termination of this Agreement at Town of Florence’s sole option. The Licensee is primarily responsible for the risk management of its Use under this Agreement, including but not limited to obtaining and maintaining the required insurance and establishing and maintaining reasonable risk control and safety program. Town reserves the right to amend the requirements herein at any time during the Agreement. The Licensee shall require any and all subcontractors to maintain insurance as required herein naming the Town and Licensee as “Additional Insured” on all insurance policies, except Worker’s Compensation and Errors & Omissions, and this shall be primary insurance with respect to all available sources. Coverage provided by the Licensee shall not be limited to the liability assumed under the Indemnification provision of this Agreement. To the extent permitted by law, Licensee waives all rights of subrogation or similar rights against the Town, its Mayor, councilmembers, officials, representatives, agents, and employees. All insurance policies, except Workers’ Compensation and Errors & Omissions, required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of performance of this Agreement, Town of Florence, its Mayor and councilmembers, agents, representatives, officers, officials and employees as Additional Insureds. The Town reserves the right to require complete copies of all insurance policies and endorsements required by this Agreement at any time. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of this Agreement. All Risk Insurance. Licensee shall not commit or permit any acts on or about the Licensed Area which may in any way impair or invalidate any All Risk Insurance.

3.8.2. Personal Property Insurance. During the Term, Licensee, at Licensee’s sole cost, shall obtain extended coverage insurance for Licensee’s personal property, if any, brought by or used by Licensee on or about the Licensed Area during the Term.

3.8.3. Liability Insurance. Licensee shall provide coverage with limits of liability not less than those stated below:

**Minimum Scope and Limits of Insurance:** Licensee shall provide coverage with limits of liability not less than those stated below.

Commercial General Liability – Occurrence Form

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

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

Each Occurrence \$1,000,000

The Policy shall be endorsed to include the following additional insured language:  
“The Town of Florence, its Mayor and council members, agents, volunteers, representatives, officers, officials and employees shall be named as additional insureds with respect to liability arising out of activities performed by or on behalf of the Licensee”.

Policy shall contain a waiver of subrogation against the Town of Florence, its departments, agencies, boards, commissions, and its officers, officials, representatives, volunteers, agents and employees for losses arising from work performed by or on behalf of the Licensee.

**Business Automobile Liability**

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

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

The policy shall be endorsed to include the following additional insured language: “The Town of Florence, its Mayor and council members, agents, volunteers, representatives, officers, officials and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Licensee, involving automobiles owned, leased, hired or borrowed by the Licensee”

**Workers Compensation and Employer’s Liability**

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

Policy shall contain a waiver of subrogation against the Town of Florence, its departments, agencies, boards, commissions, and its officers, officials, volunteers, agents and employees for losses arising from work performed by or on behalf of the Licensee.

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

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

The Town of Florence, its department, agencies, boards, commissions, and its officers, officials, agents and employees and the other governmental entity wherever additional insured status is required. Such additional insured shall be covered to the full limits of

liability purchased by the Licensee even if those limits of liability are in excess of those required by the Agreement.

The Licensee's insurance coverage shall be primary insurance with respect to all other available sources.

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

Notice of Cancellation: Each insurance policy required by the insurance provisions of this Agreement shall not be suspended, voided, cancelled, reduced in coverage or in limits except after 30-calendar days prior written notice has been given to the Town.

Acceptability of Insurers: Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with "A.M. Best" rating of not less than A-VII. The Town in no way warrants that the above required minimum insurer rating is sufficient to protect the Licensee from potential insurer insolvency.

Verification of Coverage: Licensee shall furnish the Town with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Town before the Use commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of the Use under this Agreement and remain in effect for the duration of the Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal, is a material breach of contract.

The Town reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.

Subcontractors: Licensee's certificate(s) shall include all subcontractors as insureds under its policies or Licensee shall furnish to the Town separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

Approval: Any modification or variation from the insurance requirements in this Agreement must have prior approval from the Town, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

Town reserves the right to amend the requirements herein at any time during the Agreement subject to at least (5) days written notice. The Licensee shall require any and all subcontractors to maintain insurance as required herein naming Town and Licensee

as "Additional Insured" on all insurance policies, except Worker's Compensation and Errors & Omissions, and this shall be reflected on the Certificate of Insurance and Endorsements. The Licensee's insurance coverage shall be primary insurance with respect to all other available sources. Coverage provided by the Licensee shall not be limited to the liability assumed under the Indemnification provision of this Agreement. To the extent permitted by law, License waives all rights of subrogation or similar rights against Town, its Mayor and council members, officials, agents, representatives, officers, volunteers and employees. All insurance policies, except Workers' Compensation and Errors & Omissions required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, Town, its Mayor and council members, agents, representatives, officers, directors, officials, volunteers and employees as Additional Insureds. Town reserves the right to require complete copies of all insurance policies and endorsements required by this Agreement at any time. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

### 3.9. REPAIRS TO LICENSED AREA.

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

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

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

### 3.10. INDEMNITY AND RELEASE.

3.10.1. Licensee's Indemnity of Licensor. Licensee shall and does hereby agree to indemnify, defend and hold Licensor and Licensor's Mayor, officers, council members, representatives, volunteers, agents and employees (collectively the "Indemnitees") harmless from and against all liabilities, obligations, losses, damages, actions, fines, penalties, claims, suits, costs, charges and expenses, including but not limited to reasonable attorneys' fees and professional, expert or consultant fees (including such expenses incurred in any attempt to enforce this indemnification provision), which may arise out of, in connection with, resulting from or related to in any manner, directly or indirectly with: (i) this License; (ii) Licensee's failure to comply with the provisions of any

federal, state, or local statute, ordinance, or regulation; or (iii) any use of the Property and Licensed Area by Licensee, Licensee's participants, employees, customers, agents, invitees, licensees, or guests.

3.10.2. Licensee's Defense of Licensor. In the event that any action or proceeding shall at any time be brought against any of the Indemnitees by reason of any claim referred to in Paragraph 3.10.1, Licensee, at Licensee's sole cost and upon at least 10 calendar days' written notice from Licensor, shall defend the same with counsel acceptable to Licensor, in Licensor's sole discretion. It is agreed that the Licensee will be responsible for primary loss investigation, defense, and judgment costs where this indemnification applies. Insurance provisions set forth in this License are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this section 3.10 shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions set forth in this License. The Licensee's obligations and waivers under this section 3.10 shall survive the expiration or earlier termination of this License.

3.10.3. Release of Licensor. Except for Licensor's gross negligence, Licensee, on its own behalf and on behalf of its successor and assigns, shall and does hereby release Licensor and the Indemnitees for all liabilities and claims incurred by Licensee based on Licensee's use of the Property and Licensed Area.

3.10.4. Indemnity Against Licensee's Breach. Licensee shall and does hereby agree to indemnify, defend and save the Indemnitees harmless against all claims arising from any breach or default on Licensee's part in the performance of any covenant or agreement of Licensee under this License.

3.10.5. Survival. Licensee's obligations and waivers under this Paragraph 3.10 shall survive the expiration or earlier termination of this License for a period of three years.

3.11. ACCEPTANCE OF LICENSED AREA. Licensee has examined the Licensed Area, and Licensee hereby accepts the Licensed Area "as is" and "where is" and Licensee shall and does hereby waive all claims Licensee, now or hereafter may have, against Licensor arising out of or in any way attributable to the physical status or condition of the Licensed Area. Licensee acknowledges that Licensor has not made any representations or warranty, express or implied, as to the suitability of Licensed Area for the Use.

### 3.12. DEFAULTS/REMEDIES.

3.12.1. Events of Default. An Event of Default by Licensee shall exist upon the occurrence of any of the following: (i) the nonpayment of any sums on its stated date due; or, (ii) the nonperformance by Licensee of any other covenant or condition set



forth herein, which shall not be fully cured, within 3 days after Licensee's receipt of written notice from Licensor of Licensee's nonperformance.

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

3.12.2.1. immediately terminate this License;

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

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

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

3.12.2.5. Licensee shall and does hereby waive all claims or demands that may be caused by Licensor on re-entering and retaking possession of the Licensed Area as hereinabove provided and all claims and demands for damages or loss of property belonging to Licensee or any other person that may be on or about the Licensed Area at the time of such re-entry;

3.12.2.6. in addition to Licensor's rights upon default specified herein, Licensor shall be entitled to all other rights provided in law or equity. The various rights, options or remedies of Licensor contained in this License shall be cumulative and no one of them shall be construed as exclusive of any of the others; and,

3.12.2.7. all sums which are due and payable in accordance with this License and which are not paid in full on or before their due date shall thereupon bear interest at 10% per annum until paid in full.

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

### 3.14. MISCELLANEOUS PROVISIONS.

3.14.1. Security Monitoring. Licensor shall pay for all security monitoring serving the Licensed Area during the Use Period.

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

the termination of this License, Licensee shall surrender the Licensed Area to Town in the same condition as received, ordinary wear and tear excepted. If the Licensor should hold over the said term with the consent, express or implied of the Town, such holding over shall be construed as a tenancy only from month to month, and Licensee shall continue to pay the Monthly Fee for such term as Licensee holds same.

3.14.3. Assignment.

3.14.3.1. This License shall not assign, mortgage or encumber this License nor sublicense nor permit the Licensed Area or any part thereof to be used by others, without the prior written consent of the Licensor in each instance, which consent may be withheld in Licensor's sole and absolute discretion.

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

3.14.4. Attorneys' Fees. If there is any litigation between Licensor or Licensee to enforce or interpret any provisions or rights arising under this License, the unsuccessful party in such litigation, as determined by the Court (as defined below), agrees to pay the successful party, as determined by the Court, all costs and expenses, including, but not limited to, reasonable attorneys' fees incurred by the successful party, such fees to be determined by the Court and not a jury.

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

If to Licensor:

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

If to Licensee:

Attn:

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

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

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

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

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

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

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

extension of the License is in effect, an employee of or a consultant to any other party to this License with respect to the subject matter of the License.

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

3.14.14. Waiver. None of the provisions of this Agreement shall be deemed to have been waived by any act or knowledge of any party or its agents or employees, but only by a specific written waiver signed by an authorized officer of such party and delivered to the other party. One or more waivers by either Party of any provisions, terms, conditions, or covenants of this Agreement shall not be construed as a subsequent breach of same by the other Party.

3.14.15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, binding on all of the Parties. The Parties agree that this Agreement may be transmitted between them via facsimile. The Parties intend that the faxed signatures constitute original signatures and that a faxed contract containing the signatures (original or faxed) of all the Parties is binding upon the Parties.

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

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

3.14.17. Survival. All warranties, representations and indemnification by Licensee shall survive the completion, expiration, cancellation, abandonment or termination of this Agreement for a period of three years.

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

**LICENSOR:** TOWN OF FLORENCE, an Arizona municipal corporation

By: \_\_\_\_\_  
Its: Mayor

**ATTEST:**

\_\_\_\_\_  
Lisa Garcia, Town Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Clifford L. Mattice, Town Attorney


**LICENSEE:** \_\_\_\_\_, an  
Arizona limited liability corporation

By: \_\_\_\_\_  
Its: President

**Exhibit "A"**  
to Non-Exclusive, Revocable License Agreement

**DESCRIPTION OF LICENSED AREA and IGA**

The Licensed Area shall include only the portion of the Property described herein, and such areas delineated in the sole discretion of the Town.

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u> 10c.</b>
<b>MEETING DATE:</b> July 1, 2019  <b>DEPARTMENT:</b> Fire Department  <b>STAFF PRESENTER:</b> David Strayer, Fire Chief  <b>SUBJECT:</b> Extension of Agreement with Air Methods Corporation for the utilization of the helipad at Fire Station 541		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> <b>Regulatory</b> <input type="checkbox"/> <b>1<sup>st</sup> Reading</b> <input type="checkbox"/> <b>2<sup>nd</sup> Reading</b> <input type="checkbox"/> <b>Other</b>
<b>STRATEGIC PLAN REFERENCE:</b> <input checked="" type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Property <input type="checkbox"/> Leadership and Governance <input checked="" type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

**RECOMMENDED MOTION/ACTION:**

It is recommended that the Town Council extend the 2018 Air Methods Corporation, non-exclusive, Revocable License Agreement for the utilization of the helipad at Fire Station 541 until June 30, 2020.

**BACKGROUND/DISCUSSION:**

The Town of Florence Fire Department serves as the first responder for the emergency needs of the Town. Air Methods Corporation serves as a responder transport helicopter that provides assistance to the Town’s Fire Department paramedic staff on-scene of an incident and as well as transportation to the nearest, most appropriate medical facility. All helicopters utilized for emergency medical transportation are equipped, maintained, and operated in accordance with the laws of the State of Arizona and the rules and regulations of Arizona Department of Health Services (DHS).

The purpose of this agreement is to provide a location for the storage of a helicopter at the helipad at Florence Fire Station 541. This need has surfaced due to the recent closing of the Florence Anthem Hospital and is necessary to maintain the current level of emergency medical services for the citizens of the Town of Florence. The contract period for this extension is through June 30, 2020.

**A VOTE OF NO WOULD MEAN:**

The Town would not allow Air Methods to utilize the helipad at Fire Station 541. This could potentially result in longer response times for air-ambulance emergency medical service (EMS) transportation calls in Florence.

**A VOTE OF YES WOULD MEAN:**

The Town would allow Air Methods to utilize the helipad at Fire Station 541 until June 30, 2020. This would allow current levels of EMS air-transportation service to continue.

**FINANCIAL IMPACT:**

Under the terms of this agreement, the Town of Florence will collect a fee \$500 per month from Air Methods Corporation.

**ATTACHMENTS:**

Agreement



**AIR METHODS CORPORATION NON-EXCLUSIVE,  
REVOCABLE LICENSE AGREEMENT**

1. **PARTIES:**

This Non-Exclusive, Revocable License Agreement (the “Agreement” or “License”), is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 (the “Effective Date”), between the TOWN OF FLORENCE, an Arizona municipal corporation (the “Licensor” or “Town”), and AIR METHODS CORPORATION, a Delaware corporation (the “Licensee”). The Town and Licensee are sometimes referred to in this License collectively as the “Parties” and each individually as a “Party”.

2. **RECITALS:**

2.1. Town owns and operates Fire Station No. 1 (“Fire Station”, “Licensed Area”, or “Property”) in the Town of Florence and desires to make a portion of the real property and improvements of the Property, including the Northernmost portion of the helipad, available for use by the Licensee; and

2.2. Town and Licensee have discussed the joint benefits to be derived by the Town permitting the Licensee to use the Northernmost portion of the helipad located at the Fire Station for the operation of an air ambulance service, and the Parties agree that it is in their mutual best interest to enter into this Agreement outlining the terms and expectations for this use; and

2.3. Licensor, as operator of the Fire Station, has control of the Property. Licensee desires to license from Licensor on a revocable, non-exclusive basis the Property; and

2.4. It is in the best interests of the Town to grant a license for Licensee to use helipad space temporarily for housing and storage of a rotor wing aircraft and emergency equipment; and

2.5. Licensee understands and agrees that Licensor may also grant a non-exclusive, license of the Licensed Area to unrelated third parties for the same or different uses from the Use (as defined below) (the “Third Party Licenses”), so long as such additional licenses do not impede Licensee’s ability to fulfill its needs under this License; namely, use of a helipad for take-off, landing and parking, and storage of medical equipment; and

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

2.7 Licensee agrees to only land one aircraft at a time on the helipad and to land aircraft only on the helipad, unless otherwise permitted or authorized by the Licensor.

3. AGREEMENTS:

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

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

3.2. GRANT OF NON-EXCLUSIVE LICENSE. Licensor hereby grants Licensee a revocable, non-exclusive license to use the Licensed Area subject to the terms and conditions of this License and solely to operate an air ambulance service, including use of the Northernmost portion of the helipad at the Fire Station and storage of necessary equipment (including oxygen tanks) for the purpose of emergency services operations performed on a 24-hour, per-day basis (the "Use").

3.3. USE OF LICENSED AREA AND LICENSEE'S RESPONSIBILITIES.

3.3.1. Licensed Area. The "Licensed Area" shall be an area located within and around the Town's Fire Station No. 1 and shall include: a) the Northernmost portion of the helipad located at the Fire Station necessary for operating an air ambulance service and uses which are necessary for such operation and which are not excluded by this License; b) space allocated at the Fire Station to store required medical equipment, including oxygen tank/s; and c) vehicle parking areas, common walks, drives as designated by the Florence Fire Chief which are available on a first come, first served basis. The exact location of the Licensed Area within and around the Fire Station shall be subject to the approval of the Florence Fire Chief, or his designee, in his sole and absolute discretion. The Parties acknowledge and agree that by virtue of the physical layout of the Fire Station, the Licensee may be permitted to the non-exclusive use of various "Common Areas" of the Fire Station. Common Areas shall not include any designated office space of the Fire Captains or any law enforcement personnel. The designation and use of such Common Areas may be agreed upon by the Licensee and the Florence Fire Chief and the Florence Police Chief, if related to law enforcement operations. The Licensee shall have no access to Licensor's Emergency Medical Service ("EMS") supply area(s). The Licensee shall use the Licensed Area only for the purpose of emergency services operations.

3.3.2. Use. Licensee shall use the Licensed Area solely for operation of an air ambulance service, associated crew, and necessary equipment, and for no other purpose without Licensor's prior written consent, which consent may be withheld in Licensor's sole and absolute discretion. Licensee hereby accepts the

Property in the condition existing as of the date of the execution hereof, subject to all applicable zoning, municipal, county, and state laws, ordinances and regulations governing and regulating the use of the Property and accepts this License subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Licensee acknowledges that neither Licensor nor Licensor's agents have made any representation or warranty as to the suitability of the Licensed Area for the conduct of Licensee's business. Licensee acknowledges that its use of the Licensed Area described herein is revocable and non-exclusive, and that the Licensed Area will also be used by the Town as a fire station, and for other municipal and governmental purposes as determined by Town.

3.3.3. Signs. Licensee shall place no signs, flags, or posters or other advertising or promotional materials on the Property, on the exterior of the building in which the Licensed Area are located, or in the windows of the Licensed Area without having obtained Licensor's prior written consent, which consent may be withheld at the sole discretion of the Licensor.

3.3.4. Keeping Premises Clean. Licensee agrees to assist in keeping the Licensed Area inside and outside clean and neat at all times, including sidewalks, parking areas and front and rear yards.

3.3.5. Alterations and Additions. Alterations and additions may not be made to the Licensed Area without the prior written consent of the Licensor, which consent may be withheld in Licensor's sole and absolute discretion. Any alteration or addition to the Licensed Area shall become part of the realty and shall belong to the Town upon termination or expiration of this License. Storage of equipment that is freestanding and not mounted to any wall shall remain the property of the Licensee and shall be removed upon expiration of this License or earlier termination thereof.

3.3.6. Liens Created by Licensee. Licensee shall have no power to do any act or to make any contract that may create or be the foundation for any lien upon the property on which the Licensed Area is located or other estate or reversion of the Licensor in the Licensed Area or upon any building or improvement thereon, and should any such lien be filed, the Licensee, at its sole cost and expense, shall bond or otherwise discharge the same within ten (10) calendar days after the filing thereof.

3.3.7. Prohibition Against Licensee. Licensee shall not, at any time, without first obtaining the Licensor's express written consent, which consent may be withheld in Licensor's sole and absolute discretion: a) Perform any act or carry on any practice which may damage, mar or deface the Licensed Area, the building in which the Licensed Area is located, or the property on which the Licensed Area is located; b) Install, operate or maintain in the Licensed Area any electrical equipment which will overload the electrical system therein or any part thereof, beyond its reasonable capacity for proper and safe operation as determined by Licensor, in Licensor's sole and absolute discretion.

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

3.4. TERM.

3.4.1. Term. Except as provided in this License, the "Term" of this License shall commence on the Effective Date and shall automatically terminate on **June 30, 2020**, unless earlier terminated.

3.4.2. Early Termination by Licensee or Licensors. Any provision of Subparagraph 3.4.1. to the contrary notwithstanding, Licensors and Licensee have the right to terminate, suspend or abandon this Agreement for cause or convenience. Licensors and Licensee may terminate this Agreement, or any part thereof for their sole convenience, at any time without penalty or recourse, by providing at least sixty (60) days' prior written notice.

3.5 FEE. In consideration for this License, the Licensee shall pay to Licensors on a monthly basis (or pro-rated amount based on the occupied use by the Licensee) Five Hundred and 00/100 (\$500.00) on the first day of each month during the Term as a fee for use of the Licensed Area (the "Monthly Fee"). Monthly license payments due herein are due and payable on the first day of each month without setoff or deduction, notice or demand, and shall be sent by check to the following address: Finance Department, 775 North Main Street, Florence, AZ 85132. A late charge of Three Hundred Dollars (\$300.00) shall be added to each payment received by Licensors ten (10) calendar days after said payment becomes due and payable. Licensors shall be responsible for the payment of all fees associated with the use of water, gas, electricity, sewer/septic, telephone, cable/internet and any other public utilities furnished to the Licensed Area, the cost of which is included in Licensee's Fee payment. The Parties represent that in entering into this License, they have bargained at arm's length, that the amounts paid as a Fee are fair market value taking into account the geographic location and facts and circumstances of the market and that this License is entered into in furtherance of the purpose operating an air ambulance service.

3.6. RULES AND REGULATIONS. Licensee shall use and maintain the Licensed Area in accordance with Licensors's rules and regulations, which are provided to Licensee.

3.7. SALES/USE TAXES. Licensee shall pay all privilege, use, sales, gross proceeds, government property lease excise taxes or like taxes, now or hereafter levied, assessed or imposed by any governmental authority upon any fee, use or other payments required to be paid by Licensee hereunder. Licensee shall be responsible for any and all property taxes and all government property lease excise taxes described in A.R.S. section 42-6201 et. seq. or similar laws in force from time to time and the Town of Florence shall have no responsibility whatsoever for such excise taxes. Pursuant to

A.R.S. section 42-6206 failure by Licensee to pay any such tax after notice and opportunity to cure is an event of default that may result in divesting the Licensee of any interest in or right of occupancy of the Licensed Area.

### 3.8. INSURANCE.

3.8.1. General. Licensee agrees to comply with all Town ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Licensee, Licensee shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to the Town of Florence. Failure to maintain insurance as specified may result in termination of this Agreement at Town of Florence's sole option. The Licensee is primarily responsible for the risk management of its Use under this Agreement, including but not limited to obtaining and maintaining the required insurance and establishing and maintaining a reasonable risk control and safety program. Town reserves the right to amend the requirements herein at any time during the Agreement. Licensor shall have the right to review and agree to any new insurance requirements or, if it does not agree, to terminate the lease upon thirty (30) days prior notice. The Licensee shall require any and all subcontractors to maintain insurance as required herein naming the Town and Licensee as "Additional Insured" on all insurance policies, except Worker's Compensation, and this shall be primary insurance with respect to all available sources. Coverage provided by the Licensee shall not be limited to the liability assumed under the Indemnification provision of this Agreement. To the extent permitted by law, Licensee waives all rights of subrogation or similar rights against the Town, its Mayor, council members, officials, representatives, agents, and employees. All insurance policies, except Workers' Compensation, required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of performance of this Agreement, Town of Florence, its Mayor and council members, agents, representatives, officers, officials and employees as Additional Insureds. The Town reserves the right to require complete copies of endorsements required by this Agreement at any time. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of this Agreement. All Risk Insurance. Licensee shall not commit or permit any acts on or about the Licensed Area which may in any way impair or invalidate any All Risk Insurance.

3.8.2. Aviation and Personal Property Insurance. During the Term, Licensee, at Licensee's sole cost, shall obtain extended coverage insurance for Licensee's personal property, if any, brought by or used by Licensee on or about the Licensed Area during the Term. Additionally, Licensee shall obtain aviation commercial general liability insurance against claims for property damage and bodily injury, including death in such form and subject to such deductions and exceptions as Licensor may determine in an amount not less than \$5 million per occurrence.

3.8.3. Liability Insurance. Licensee shall provide coverage with limits of liability not less than those stated below:

**Minimum Scope and Limits of Insurance:** Licensee shall provide coverage with limits of liability not less than those stated below.

Aviation Commercial General Liability – Occurrence Form

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

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

The Policy shall be endorsed to include the following additional insured language:

“The Town of Florence, its Mayor and council members, agents, volunteers, representatives, officers, officials and employees shall be named as additional insureds with respect to liability arising out of activities performed by or on behalf of the Licensee”.

Policy shall contain a waiver of subrogation against the Town of Florence, its departments, agencies, boards, commissions, and its officers, officials, representatives, volunteers, agents and employees for losses arising from work performed by or on behalf of the Licensee.

**Business Automobile Liability**

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

Combined Single Limit (CSL)	\$1,000,000
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The policy shall be endorsed to include the following additional insured language: “The Town of Florence, its Mayor and council members, agents, volunteers, representatives, officers, officials and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Licensee, involving automobiles owned, leased, hired or borrowed by the Licensee”

Workers Compensation and Employer’s Liability	
Workers Compensation	Statutory Employers’ Liability
Each Accident	\$1,000,000
Disease – Each Employee	\$500,000

Disease – Policy Limit

\$1,000,000

Policy shall contain a waiver of subrogation against the Town of Florence, its departments, agencies, boards, commissions, and its officers, officials, volunteers, agents and employees for losses arising from work performed by or on behalf of the Licensee.

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

Insurance Requirements: The policies (with the exception of the Workers Comp policy) are to contain, or be endorsed to contain, the following provisions:

The Town of Florence, its department, agencies, boards, commissions, and its officers, officials, agents and employees and the other governmental entity wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Licensee even if those limits of liability are in excess of those required by the Agreement, subject to all terms, exclusions and conditions of such policy.

The Licensee's insurance coverage shall be primary insurance with respect to all other available sources.

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

Notice of Cancellation: Licensee agrees to provide Licensor with no less than thirty (30) days prior written notice of cancellation, nonrenewal, or expiration of the coverage (except ten (10) day notice for nonpayment of premium). The Auto and Workers Compensation policies shall be endorsed to provide to the Licensor thirty (30) days prior notice of cancellation of non-renewal pursuant to all policy terms and conditions.

Acceptability of Insurers: Insurance is to be placed 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) The Town in no way warrants that the above required minimum insurer rating is sufficient to protect the Licensee from potential insurer insolvency.

Verification of Coverage: Licensee shall furnish the Town with certificates of insurance including copies of all applicable endorsements as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Town before the Use commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of the Use

under this Agreement and remain in effect for the duration of the Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal, is a material breach of contract.

Subcontractors: Licensee's certificate(s) shall include all subcontractors as insureds under its policies or Licensee shall furnish to the Town separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

Approval: Any modification or variation from the insurance requirements in this Agreement must have prior approval from the Town, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

Town reserves the right to amend the requirements herein at any time during the Agreement subject to at least (5) days written notice. Licensor shall have the right to review and agree to any new insurance requirements or, if it does not agree, to terminate the lease upon thirty (30) days prior notice. The Licensee shall require any and all subcontractors to maintain insurance as required herein naming Town and Licensee as "Additional Insured" on all insurance policies, except Worker's Compensation, and this shall be reflected on the Certificate of Insurance and Endorsements. The Licensee's insurance coverage shall be primary insurance with respect to all other available sources. Coverage provided by the Licensee shall not be limited to the liability assumed under the Indemnification provision of this Agreement. To the extent permitted by law, License waives all rights of subrogation or similar rights against Town, its Mayor and council members, officials, agents, representatives, officers, volunteers and employees. All insurance policies, except Workers' Compensation required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, Town, its Mayor and council members, agents, representatives, officers, directors, officials, volunteers and employees as Additional Insureds. Town reserves the right to require certificates of insurance and all endorsements required by this Agreement at any time. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

3.9 **Licensor's Insurance Obligations.** Licensor, at its own cost and expense, shall take out or cause to be taken out, and keep or cause to be kept, in full force and effect during the whole of the term:

- i. **Property Insurance:** for cover on the Licensed Area, except foundations, on a replacement cost basis, subject to such deductions and exceptions as the Licensor may determine. Such insurance will be in a form or forms normally in use from time to time for buildings and improvements of a similar nature similarly situated.



- ii. Workers' Compensation Insurance: for Licensor's employees, as required by law, at all times. Licensor agrees to ensure agents, contractors, invitees, licensees or anyone for whose safety Landlord is responsible for is appropriately covered by Licensor's workers' compensation insurance or said individual's employer's workers' compensation insurance as required by law.

Licensor waives any right of subrogation against Licensee.

### 3.9. REPAIRS TO LICENSED AREA.

3.9.1. Licensee's Repairs. Licensee, at Licensee's sole cost, shall promptly repair any damage to the Property, or the Licensed Area resulting from the Licensee's Use, normal wear and tear excluded.

3.9.2. Licensor's Repairs. Licensor, at its own cost and expense, shall maintain, repair, and make replacements required for satisfactory use of any improvements on and/or serving the Licensed Area, including the helipad. Licensee will promptly give Licensor written notice of any known defect or need for repairs, after which Licensor will have reasonable opportunity to make repairs or cure the defect. Licensor will also furnish grounds maintenance and refuse removal services for the Licensed Area.

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

3.9.4. Survival. Licensee's obligations under this Paragraph 3.9 shall survive the expiration or earlier termination of this License and, in this regard at a mutually agreed upon time not to exceed thirty (30) calendar days after the termination or expiration of the Term, Licensee shall cause the Repair Items to be completed to Licensor's reasonable satisfaction by a contractor licensed in Arizona and acceptable to Licensor in Licensor's reasonable discretion.

### 3.10. INDEMNITY AND RELEASE.

3.10.1. Indemnity. Licensee and Licensor shall and do hereby agree to indemnify, defend and hold each other and their respective (as applicable) Mayor, officers, council members, affiliates, representatives, volunteers, agents and employees (collectively the "Indemnitees") harmless from and against all third-party liabilities, obligations, losses, damages, actions, fines, penalties, claims, suits, costs, charges and expenses, including but not limited to reasonable attorneys' fees and professional, expert or consultant fees solely caused by or arising out of the Parties'

respective negligence or willful misconduct related to: (i) this License; (ii) failure to comply with the provisions of any federal, state, or local statute, ordinance, or regulation; (iii) breach of the License; or (iv) any use of the Property and Licensed Area by the Parties or their participants, employees, customers, agents, invitees, licensees, or guests.

3.10.2. Defense. In the event that any action or proceeding shall at any time be brought against any of the Indemnitees by reason of any claim referred to in Paragraph 3.10.1, the indemnifying party shall, at its sole cost and upon at least 10 calendar days' written notice from the indemnified party defend the same with counsel acceptable to the indemnified party, in the indemnified party's sole discretion. It is agreed that the indemnifying party will be responsible for primary loss investigation, defense, and judgment costs where this indemnification applies. Insurance provisions set forth in this License are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this section 3.10 shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions set forth in this License. The obligations and waivers under this section 3.10 shall survive the expiration or earlier termination of this License.

3.10.3. Release. Neither Party will be liable to the other to the extent a claim arises from the other party's gross negligence, willful misconduct, or breach of this License

3.10.5. Survival. The Parties' obligations and waivers under this Paragraph 3.10 shall survive the expiration or earlier termination of this License for a period of three years.

3.11. ACCEPTANCE OF LICENSED AREA. Licensee has examined the Licensed Area, and Licensee hereby accepts the Licensed Area "as is" and "where is" and Licensee shall and does hereby waive all claims Licensee, now or hereafter may have, against Licensor arising out of or in any way attributable to the physical status or condition of the Licensed Area. Licensee acknowledges that Licensor has not made any representations or warranty, express or implied, as to the suitability of Licensed Area for the Use.

### 3.12. DEFAULTS/REMEDIES.

3.12.1. Events of Default. An Event of Default by Licensee shall exist upon the occurrence of any of the following: (i) the nonpayment of any undisputed sums on its stated date due; or, (ii) the nonperformance by Licensee of any other covenant or condition set forth herein, which shall not be fully cured, within 30 days after Licensee's receipt of written notice from Licensor of Licensee's nonperformance. An Event of Default by Licensor shall exist upon nonperformance by Licensor of any

covenant or condition set forth herein, which shall not be fully cured, within 30 days after Licensor's receipt of written notice from Licensee of Licensor's nonperformance.

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

3.12.2.1. immediately terminate this License;

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

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

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

3.12.2.5. Licensee shall and does hereby waive all claims or demands that may be caused by Licensor on re-entering and retaking possession of the Licensed Area as hereinabove provided and all claims and demands for damages or loss of property belonging to Licensee or any other person that may be on or about the Licensed Area at the time of such re-entry;

3.12.2.6. in addition to Licensor's rights upon default specified herein, Licensor shall be entitled to all other rights provided in law or equity. The various rights, options or remedies of Licensor contained in this License shall be cumulative and no one of them shall be construed as exclusive of any of the others; and,

3.12.2.7. all undisputed sums which are due and payable in accordance with this License and which are not paid in full on or before their due date shall thereupon bear interest at 10% per annum until paid in full.

3.12.3 Remedies for Licensee. In the event that Licensor defaults under the terms of this License, Licensee shall give Licensor written notice specifying the nature of the default and Licensor shall have thirty (30) days after receipt of such notice to cure said default. Any default by Licensor which shall continue uncured shall give Licensee the right to terminate the License in addition to all available rights or remedies, in law or in equity.

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

### 3.14. MISCELLANEOUS PROVISIONS.

3.14.1. Security Monitoring. Licensors shall pay for all security monitoring, if any, serving the Licensed Area during the Use Period.

3.14.2. Surrender of Licensed Area. Upon the expiration or early termination of this License, Licensee, at Licensee's sole cost, shall surrender the Licensed Area to Licensor in good condition, free and clear of all garbage and debris. At the termination of this License, Licensee shall surrender the Licensed Area to Town in the same condition as received, ordinary wear and tear excepted. If the Licensee should hold over the said term with the consent, express or implied of the Town, such holding over shall be construed as a tenancy only from month to month, and Licensee shall continue to pay the Monthly Fee for such term as Licensee holds same.

#### 3.14.3. Assignment.

3.14.3.1. This Licensee shall not assign, mortgage or encumber this License nor sublicense nor permit the Licensed Area or any part thereof to be used by others, without the prior written consent of the Licensor in each instance, which consent may be withheld in Licensor's sole and absolute discretion. Notwithstanding the above, Licensee may, without the prior consent of the Licensor, assign all of its rights under this License to (i) a parent, subsidiary, or affiliate, (ii) a purchaser of all or substantially all assets related to this License, or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which Licensee is participating. Any permitted assignee shall assume all obligations of its assignor under this License.

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

3.14.4. Attorneys' Fees. If there is any litigation between Licensor or Licensee to enforce or interpret any provisions or rights arising under this License, the unsuccessful party in such litigation, as determined by the Court (as defined below), agrees to pay the successful party, as determined by the Court, all costs and expenses, including, but not limited to, reasonable attorneys' fees incurred by the successful party, such fees to be determined by the Court and not a jury.

3.14.5. Notices. Except as otherwise required by law, all notices to be given or required under this License shall be in writing and shall be given by personal delivery, or e-mail or by deposit in the United States mail, certified or registered, return receipt requested, postage prepaid, or any express or overnight delivery service e.g., Federal Express service the locality to which addressed, delivery charges prepaid addressed to the Parties at the addresses set forth below, or at such other address as a Party may designate in writing pursuant hereto. Notice shall be

deemed to have been given on the date on which notice is delivered, if notice is given by personal delivery or e-mail, and on the date of deposit in the mail, if mailed or deposited with the overnight carrier, if used. Notice shall be deemed to have been received on the date on which the notice is received, if notice is given by personal delivery or e-mail or overnight courier, and on the 2<sup>nd</sup> day following deposit in the mail, if notice is mailed:

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

If to Licensee: Air Methods Corporation  
5500 S. Quebec St.  
Greenwood Village, CO 80111  
Attn: Vice President, PAC West Region, with  
copy to [contracts@airmethods.com](mailto:contracts@airmethods.com)

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

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

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

3.14.10. Severability. If any provision of this License is determined to be unenforceable based on a final, non-appealable order of the Court, the remaining

provisions shall nevertheless be kept in effect, unless to do so would materially and substantially impair the rights or duties of the Parties.

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

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

3.14.13. Waiver. None of the provisions of this Agreement shall be deemed to have been waived by any act or knowledge of any party or its agents or employees, but only by a specific written waiver signed by an authorized officer of such party and delivered to the other party. One or more waivers by either Party of any provisions, terms, conditions, or covenants of this Agreement shall not be construed as a subsequent breach of same by the other Party.

3.14.14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, binding on all of the Parties. The Parties agree that this Agreement may be transmitted between them via facsimile. The Parties intend that the faxed signatures constitute original signatures and that a faxed contract containing the signatures (original or faxed) of all the Parties is binding upon the Parties.

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

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

3.14.17. Survival. All warranties, representations and indemnification by Licensee and Licensor shall survive the completion, expiration, cancellation, abandonment or termination of this Agreement for a period of three years.

3.14.18. **Limitation of Liability.** In no event shall either Party, its employees, agents, or contractors be liable under this License to the other Party or any third party, for any consequential, incidental, indirect, exemplary, special or punitive damages, including any damages for business interruption, loss of use, revenue or profit, whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damages were foreseeable and whether or not either Party was advised of the possibility of such damages.

3.14.19. **Authority.** The Parties and their signatories warrant that they are duly authorized to enter into this License and to execute, deliver and fulfill all terms and conditions of same.

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

Signatures on next page

**LICENSOR:** TOWN OF FLORENCE, an Arizona municipal corporation

By: \_\_\_\_\_  
Its: Mayor

**ATTEST:**

\_\_\_\_\_  
Lisa Garcia, Town Clerk


**APPROVED AS TO FORM:**

\_\_\_\_\_  
Clifford L. Mattice, Town Attorney

**LICENSEE:** AIR METHODS CORPORATION, a Delaware corporation

By: \_\_\_\_\_  
Its: Regional Vice President for the PAC West Region



	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u> 10d.</b>
<b>MEETING DATE:</b> July 1, 2019  <b>DEPARTMENT:</b> Community Services  <b>STAFF PRESENTER:</b> Bryan Hughes, Community Services Director  <b>SUBJECT:</b> Arizona Department of Corrections Inmate Work Contract		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> <b>Regulatory</b> <input type="checkbox"/> <b>1<sup>st</sup> Reading</b> <input type="checkbox"/> <b>2<sup>nd</sup> Reading</b> <input type="checkbox"/> <b>Other</b>
<b>STRATEGIC PLAN REFERENCE:</b> <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:**

Adoption of an Inmate Work Contract with the Arizona Department of Corrections for a period of five years, with a term set to expire June 30, 2024.

**BACKGROUND/DISCUSSION:**

The Town of Florence utilizes Arizona Department of Corrections (ADOC) inmate labor to assist with the maintenance of the Town cemetery, parks, facilities and right-of-way. The labor costs associated with the use of the inmate labor is a fraction of the cost necessary to hire additional Town staff or contract services for the same work.

The existing agreement with ADOC expires June 30, 2019. The new agreement would continue the relationship with ADOC for another five-year period.

**A VOTE OF NO WOULD MEAN:**

Levels of service would need to be adjusted due to lack of inmate labor to accomplish maintenance of the cemetery, parks, facilities and right-of-way.

**A VOTE OF YES WOULD MEAN:**

The Town will continue to utilize inmate labor to maintain the cemetery, parks, facilities and right-of-way.

**FINANCIAL IMPACT:**

Public Works spends less than \$1,000 and Parks Maintenance spends less than \$1,500 on average annually. Funding is included in both the Community Services and Public Works budgets for inmate labor.

**ATTACHMENTS:**

Inmate Work Contract with the Arizona Department of Corrections

STATE OF ARIZONA  
DEPARTMENT OF CORRECTIONS  
1645 West Jefferson Street, Mail Code 55302  
Phoenix, Arizona 85007-3002

**INMATE WORK CONTRACT**

This **Contract** is entered into between the **Town of Florence**, hereinafter referred to as the **Contractor**, and the Director of the **Arizona Department of Corrections**, for and on behalf of its **Arizona State Prison Complex - Florence**, hereinafter known as the **Department**.

This document, including the Scope of Services, Special Terms and Conditions, Standard Work Provisions, any addendums, attachments or modifications, shall constitute the entire Contract between the parties and supersedes all other understandings, oral or written.

**IN WITNESS WHEREOF**, the parties hereto agree to carry out the terms of this Contract.

**TOWN OF FLORENCE**  
**FEDERAL I.D. #86-600245**

**ARIZONA DEPARTMENT OF CORRECTIONS**

\_\_\_\_\_  
Signature of Authorized Individual      Date  
**Brent Billingsley**  
\_\_\_\_\_  
Typed Name  
Town Manager  
\_\_\_\_\_  
Typed Title  
775 N. Main Street  
Florence, Arizona 85132  
Phone No. (520) 868-7558  
\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Authorized Individual      Date  
**Kenneth P. Sanchez**  
\_\_\_\_\_  
Typed Name  
Chief Procurement Officer, Administrative Services  
\_\_\_\_\_  
Typed Title  
1645 West Jefferson Street, Mail Code 328  
Phoenix, Arizona 85007-3002  
(602) 542-1172  
\_\_\_\_\_  
Address

Additional Signatures as Applicable

\_\_\_\_\_  
Signature of Authorized Individual      Date  
\_\_\_\_\_  
Typed Name  
\_\_\_\_\_  
Typed Title

\_\_\_\_\_  
Signature of Authorized Individual      Date  
\_\_\_\_\_  
Typed Name  
\_\_\_\_\_  
Typed Title

Prepared by: Stephen Castillo, Senior Procurement Specialist  
Date: May 30, 2019

**WITNESSETH**

**WHEREAS**, the Department is duly authorized by A.R.S. § 41-1604, et seq.; § 31-252 and § 31-254, to execute and administer contracts and;

**WHEREAS**, the Contractor is authorized by A.R.S. § 9-240, et seq. to enter into agreements for services, and;

**WHEREAS**, the Department desires to implement the requirement that each able-bodied inmate under commitment to the Department shall engage in work activity during such term of imprisonment, and;

**WHEREAS**, the Director of the Department has the authority to maintain and administer facilities and programs as may be required for the custody, control and rehabilitation of all inmates committed to the Department, and;

**WHEREAS**, the Director of the Department may authorize inmate work crews to perform acceptable tasks in any part of the State, and;

**WHEREAS**, the Contractor has a need for a labor force to support its public service projects to include but not limited to landscaping, roadside cleanup and cemetery brush abatement, and;

**WHEREAS**, the Department is able to supply an inmate labor pool to support this work program for its Arizona State Prison Complex - Florence, as identified herein.

**NOW, THEREFORE**, the Department and the Contractor do hereby agree as follows:

**1 THE CONTRACTOR AGREES:**

- 1.1 To provide necessary tools/equipment, drinking water, sanitary facilities and any special clothing required to accomplish work assignments.
- 1.2 To appoint a work crew leader who may provide both technical and job supervision as necessary. Appointed supervisors shall abide by and put into operational practice the Standard Work Provision for Inmate Work Programs utilizing On-Site Correctional Officer Supervision included as Attachment #1 of this contract.
  - 1.2.1 Technical supervision means the Contractor shall provide staff who know the types of work tasks to be accomplished and correct way to complete each task. Technical supervisors teach assigned inmates how to complete their job assignments.
  - 1.2.2 Job supervision means that Contractor personnel shall regularly account for the inmates within guidelines specified by the Department and report results to the Department liaison. If an inmate fails to remain at the work site, if an inmate becomes ill at the work site and needs to be returned to the prison and if an inmate poses security concerns, the liaison shall be contacted immediately.
- 1.3 To obtain the Department's written approval for the Contractor's technical supervisor prior to initiation of this contract.
  - 1.3.1 Subsequent to Contract initiation, should the Contractor's technical supervisor(s) change, the Contractor shall notify the Department at least two (2) workdays prior to the impending change to permit completion of the Department's approval process.

- 1.3.2 If prior notice is not possible, the Department may withhold the inmate work crew from further service until the necessary approval process is completed.
- 1.4 To provide, if applicable, pesticide protection and Hazardous Material Training (HAZMAT) for inmates prior to initiating the work activities described in this Contract.
  - 1.4.1 The Contractor shall comply with the Site Safety and Health Plan included as Attachment #2 of this contract.
  - 1.4.2 Inmates shall not be allowed to be present while hazardous materials, inclusive of pesticides, are being used or applied. Pursuant to the Arizona Office of Pest Management, no inmate shall be allowed to handle or to apply pesticides. However, all hazardous materials (inclusive of pesticides), if stored and/or used on this site, and while ADC staff and/or inmates are present, require they be trained to recognize such hazardous materials and relative adverse medical signs and symptoms associated with the chemical, in accordance with the federal chemical "Right-to-Know Act" (SARA Title III).
- 1.5 To provide a working environment which meets the requirements of the Occupational Safety and Health Act (OSHA), Safety and Health Standards for General and or Construction Industry, 29 CFR Part 1910 and 1926, as adopted by the State of Arizona.
- 1.6 To provide emergency first aid for minor injuries or to contact the nearest medical provider to assist if more extensive first aid services are needed.
- 1.7 The Contractor shall follow all Department Orders (DO's), and Director's Instructions (DI's), i.e drug-free workplace, grooming code, etc. The policies, procedures, DO's, and DI's are available on the following web site [www.azcorrections.gov](http://www.azcorrections.gov).
- 1.8 To designate a staff member who shall serve as liaison between the Contractor and the Department. The Contractor shall ensure that the Department is given the name and phone number/extension of the contact person.
- 1.9 To notify the Department 24 hours prior to necessity should workload require inmates to stay beyond their normal work hours. Said notice shall be provided by contacting the Department's institution contact person.
- 1.10 To assign work hours, work location(s), and job assignments subject to the concurrence of the Department. Work sites shall be confined to locations which are within the Contractor's authority to manage, maintain and finance.
- 1.11 To allocate sufficient time from job responsibilities to allow Contractor's staff assigned to this work program to attend mandatory training given by the Department prior to initiating the work activities described in this Contract. Subsequent to Contract execution, replacement staff assigned to this program must receive Department training prior to assuming work responsibilities.
- 1.12 To maintain the work site in the manner/condition in which it was approved by the Department as complying with the requirements imposed by the custody level of assigned inmates and assigned work responsibilities. If, during the term of this Contract, security/safety concerns become evident, or the Contractor wishes to change or alter the work site(s), the following procedures shall be followed:

- 1.12.1 Security/safety concerns shall be rectified immediately by the Contractor in accordance with direction received from the Department.
- 1.12.2 The Contractor shall provide written notice to the Department if changes or alterations are planned for the work site(s) prior to any changes or alteration being accomplished.
- 1.12.3 Representatives from the Department and the Contractor shall conduct an inspection of the work site(s). If the proposed change or alteration shall negatively impact the security and/or safety of assigned inmate workers, corrective action shall be determined by the Department.
- 1.12.4 If in the opinion of the Department, said security/safety concern(s) poses an immediate threat to the inmate workers, the Department may withhold further assignments of the inmate work crew until the concern is rectified.
- 1.13 To pay for inmate labor at the rate of fifty cents (50¢) per hour, to include approved extra hours, if applicable as authorized by the Department.
- 1.14 To pay for Correctional Officer (CO) supervision of inmate work crews under this Contract, including overtime approved by Contractor, if applicable, and all employee related expenses. Should additional crews be needed, Contractor will hire additional staff to supervise inmate work crews. The Contractor in agreement with the Department must authorize the expense of additional Departmental staff before the expense is incurred.
- 1.15 In addition to payment for inmate labor and CO overtime, the Contractor shall pay the Department for transportation costs at the State prevailing rate per mile, as determined by the Arizona Department of Administration, General Accounting Office, for distance traveled by each Department transportation vehicle to and from the work site(s). Such payment shall be rendered by separate check or warrant at the same time and place as payment for inmate wages.
- 1.16 To remit payment for inmate labor and/or other charges within thirty (30) days of the Department's invoice date. The check or warrant shall be made payable to Arizona State Prison Complex – Florence/Globe and sent to the following address (if mutually agreed, electronic payments may instead be made):
- Arizona State Prison Complex – Florence  
Attention: Business Manager  
P.O. Box 629  
Florence, Arizona 85132
- 1.17 To maintain records and other evidence sufficient to reflect properly all payments related to this work program. Such records shall be made available for inspection and audit upon request by the Department.
- 1.18 That inmates assigned to this work program **shall not** drive any licensed, over-the road vehicle as part of their job responsibilities. However, assigned inmates may be permitted to operate the Contractor's off-road mobile equipment, in accordance with the following guidelines.
- 1.18.1 The Contractor shall provide written notice to the Department advising of the need to have inmates operate mobile equipment. The notice shall describe the type(s) of off-road mobile equipment to be operated in accordance with Attachment #3.

- 1.18.2 No inmate shall operate any mobile equipment until the Contractor receives written authorization from the Department in accordance with Attachment #3.
- 1.18.3 If the Contractor receives written authorization from the Department, the Contractor shall document training provided to inmates specific to each type of off-road mobile equipment to be operated.
- 1.18.4 Acquire and maintain applicable insurance in compliance with State requirements.
- 1.18.5 Designated off-road mobile equipment may be:
  - 1.18.5.1 Riding lawnmowers and golf carts or similar type equipment.

**2 THE DEPARTMENT AGREES:**

- 2.1 To provide a mutually agreed number of inmates, subject to availability of said work force, to support the Town of Florence, Inmate's scope of work will support its public service projects to include but not limited to landscaping, roadside cleanup and cemetery brush abatement maintenance.
- 2.2 Inmates classified as sexual predators/offenders **shall not** be utilized for this public works Contract.
- 2.3 That work assignments shall be performed at the Contractor's business location(s) as shown on Attachment No. 4.
- 2.4 To provide transportation of inmate workers to and from selected work site(s) in Department-owned vehicles, for which Contractor will be charged at the State prevailing rate. Inmate workers shall not be transported in privately owned vehicles at any time.
- 2.5 To provide sack lunches for inmates and furnish all clothing, except special protective clothing and/or items described in Section 1 to be provided by Contractor.
- 2.6 When applicable, Security supervision of inmate workers in accordance by Department's CO staff shall be done in accordance with Department written instructions.
- 2.7 When mutually agreed, to provide a Correctional Officer (CO) who shall remain on site to provide security supervision of the inmate workers each workday. The assigned CO shall follow Department notification procedures if:
  - 2.7.1 An inmate fails to remain at the work site.
  - 2.7.2 An inmate has an accident or becomes seriously ill at the work site.
- 2.8 To perform required background checks of Contractor staff involved in supervising or interacting with inmate workers. Background checks will be performed annually for continuing participants of Contractor's staff.
- 2.9 To remove and replace as soon as possible any inmate who does not perform to the satisfaction of the Contractor.

- 2.10 To approve/disapprove the Contractor's technical supervisor(s) assigned to this work program in accordance with Department written instructions; such approval is subject to review and/or retraction by the Department at any time.
- 2.11 To present training to Contractor's staff who will be involved in supervising or interacting with inmate workers. This training shall be given **prior** to initiating the work activities described in this Contract. Subsequent to Contract execution, replacement staff assigned to this work program must receive Department training prior to assuming work responsibilities.
- 2.12 To keep the Contractor fully informed of Department written instructions and activities that have bearing upon the Contractor fulfilling assigned obligations under this Contract.
- 2.13 To designate an institutional contact person who shall function as a liaison between the Institution, Department and the Contractor in developing and coordinating work schedules, assignments, hours and transportation. The Department shall ensure the Contractor is given the name and telephone number/extension of the contact person.
- 2.14 To ensure that any inmate(s) who drives the Contractor's off-road mobile equipment as an assigned work duty is in compliance with Department written instructions governing the use of inmate drivers.
- 2.15 That prior to the initiation of this work program, the proposed work site shall be inspected relative to security and safety concerns to ensure the work environment satisfies all requirements imposed by custody level of assigned inmate workers and assigned work responsibilities. If, during the term of this Contract, security or safety concerns should become evident, or the Contractor wishes to change or alter the work site, the procedure described in Section 1.12 of this Contract shall be followed.
- 2.16 To invoice the Contractor for payments due no later than the fifth (5th) business day after the inmate payroll has posted. Invoices shall include documentation that identifies the following:
  - 2.16.1 Inmate name and ADC number
  - 2.16.2 Hours worked
  - 2.16.3 Rate of pay
  - 2.16.4 Mileage (if applicable)
  - 2.16.5 Vehicle repair expense (if applicable)
  - 2.16.6 Total amount invoiced
- 2.17 Invoices for CO supervision shall identify at a minimum the following:
  - 2.17.1 CO name(s)
  - 2.17.2 CO hours worked including overtime hours, if applicable
  - 2.17.3 Total amount invoiced
- 2.18 That invoices shall be sent to the Contractor at the following address:

Town of Florence  
Attn: Accounts Payable  
P.O. Box 2670  
Florence, Arizona 85132



**3 SPECIAL TERMS AND CONDITIONS**

- 3.1 Term of Contract This Contract shall begin when all signatures are affixed and executed by the Department and shall continue for a period of five (5) years thereafter, unless terminated, canceled or extended as otherwise provided herein.
- 3.1.1 This Contract is expected to commence with the expiration of the current Contract, in effect through **June 30, 2019**.
- 3.2 This Contract may be terminated, without cause, by either party by provision of prior written notice to the other. Such **Notice of Termination** shall be effective thirty (30) calendar days after mailing by certified mail, return receipt requested, to the other party.
- 3.3 Circumstances may arise during the term of this Contract which may prohibit the assignment of inmates for work assignments. Such circumstances could include acts of nature, institution riots, lockdowns, inmate work strikes, etc. The following guidelines shall govern, if such circumstances should occur:
- 3.3.1 The Department shall provide verbal notice within 24 hours to the Contractor if circumstances will impact work activities.
- 3.3.2 The Contractor shall not hold the Department liable for failure to perform, or in default of Contract terms due to circumstances described above.
- 3.4 Inmates working under this Contract are not employees of the Contractor and any compensation is provided solely pursuant to A.R.S. § 31-254.
- 3.5 Prior to pursuing any press or publicity regarding these services, the contractor shall work with ADC's Communications Department. ADC retains final approval rights concerning any such efforts.
- 3.6 Non-Availability of Funds In accordance with A.R.S. § 35-154, every payment obligation of the State under the Contract is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
- 3.7 Cancellation for Conflict of Interest In accordance with A.R.S. § 38-511, State may within three years after execution cancel the Contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State, at any time while the Contract is in effect, becomes an employee or agent or any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the matter of the Contract.
- 3.8 The Department reserves the right to terminate the contract for default in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits. The Department shall provide written notice of the termination and the reasons for it to the Contractor.

- 3.9 Changes to the Contract shall be handled by formal amendment through Procurement Services
- 3.10 Arbitration In accordance with A.R.S. § 12-1518, the parties agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes.
- 3.10.1 Records which relate to disputes, litigations or the settlement of claims arising out of the performance of this Contract, or to cost and expenses of this Contract as to which exception has been taken by either party, or their designees, shall be retained by the parties until such appeals, litigations, claims or exceptions have been finally resolved.
- 3.11 Applicable Law In accordance with A.R.S. § 41-2501, et seq, and AAC R2-7-101, et seq, Contract shall be governed and interpreted by the laws of the State of Arizona and the Arizona Procurement Code.
- 3.12 Non-Discrimination In accordance with A.R.S. § 41-1461, Contractor shall provide equal employment opportunities for all persons, regardless of race, color, creed, religion, sex, age, national origin, disability or political affiliation. Contractor shall comply with the Americans with Disabilities Act.
- 3.13 Each party to this contract shall be responsible for any and all costs, including but not limited to, attorney fees, court costs and other litigation expenses incurred as a result of the errors and omissions of its officers, employees, agents, or assigns arising out of the performance of this contract.
- 3.14 Audit of Records In accordance with A.R.S. § 35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records (“records”) relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.
- 3.15 Any and all notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this Contract, unless otherwise noted, shall be delivered in person or sent by United States Mail, postage prepaid, to the parties at their respective addresses as shown on the signature page of this document.
- 3.16 Third Party Antitrust Violations The Contractor assigns to the State any claims for charges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Contractor.
- 3.17 Notice Warning Any person who takes into or out of or attempts to take into or out of correctional facility or the grounds belonging to or adjacent to a correctional facility, any item not specifically authorized by the correctional facility, shall be prosecuted under the provisions of the Arizona Revised Statutes. All persons, including employee and visitors, entering upon these confines are subject to routine searches of their persons, vehicles, property of packages.

Definition: A.R.S. § 13-2501:  
A.R.S. § 13-2505:  
ADC Department Order 708

**3.18 Unlawful Sexual Conduct**

- 3.18.1 A person – who is employed by the State Department of Corrections or the Department of Juvenile Corrections; is employed by a private prison facility or a city or county jail; Contracts to provide services with the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail; is an official visitor, volunteer or agency representative of the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail – commits unlawful sexual conduct by intentionally or knowingly engaging in any act of a sexual nature with an offender who is in the custody of the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail or with an offender who is under the supervision of either Department or a city or county
- 3.18.2 This section does not apply to a person who is employed by the State Department of Corrections, a private prison facility or a city or county jail or who Contracts to provide services with the State Department of Corrections, a private prison facility or a city or county jail or an offender who is on release status if the person was lawfully married to the prisoner or offender on release status before the prisoner or offender was sentenced to the State Department of Corrections or was incarcerated in a city or county jail.
- 3.18.3 Unlawful sexual conduct with an offender who is under fifteen years of age is a class 2 felony. Unlawful sexual conduct with an offender who is between fifteen and seventeen years of age is a class 3 felony. All other unlawful sexual conduct is a class 5 felony.
- 3.18.4 Unlawful sexual conduct; correctional facilities; classification; Definition  
A.R.S. § 13-1419.

3.19 Federal Prison Rape Elimination Act 2003 The Contractor shall comply with the Federal Prison Rape Elimination Act of 2003. Reference 28 C.F.R., Part § 115.

**3.20 Contraband**

- 3.20.1 Contraband means any dangerous drug, narcotic drug, intoxicating liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use or possession would endanger the safety, security or preservation of order in a correctional facility or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e. marijuana, nonprescription medications, etc.

Promoting prison contraband A.R.S. § 13-2505:

A person, not otherwise authorized by law, commits promoting prison contraband:

- By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
- By knowingly conveying contraband to any persons confined in a correctional facility; or
- By knowingly making, obtaining, or possessing contraband while being confined in a correctional facility.

Promoting Prison Contraband is a Class 5 felony.

Authority            A.R.S. § 13-2501  
                          A.R.S. § 13-2505  
                          ADC Department Order 708

- 3.21 Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or overhead services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.
- 3.22 Electronic and Information Technology. Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. § 41-2531 and A.R.S. § 41-2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.
- 3.23 E-Verify Requirement
- 3.23.1 In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with AAC Section A.R.S. § 23-214, Subsection A.
- 3.24 **INDEMNIFICATION:** Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

INMATE WORK PROGRAM UTILIZING ON-SITE CORRECTIONAL OFFICER(S) (CO)

- A. The Contractor shall provide training and special protective clothing if work environment necessitates use of specific safety precautions or if inmates must work with, near, or around hazardous materials, e.g., asbestos, explosives, radioactive substances. Provision of training shall be documented in writing for each inmate participant. Special protective clothing may include, but shall not be limited to, shoes, safety glasses, gloves, goggles, protective outerwear, hats, etc.
- B. The Contractor shall provide instruction to all inmate workers regarding necessary safety precautions at the job site. If inmate workers are required to operate special equipment as part of their job duties, appropriate training specific to its use shall be provided and documented.
- C. Contractor's supervisors shall have knowledge and training related to the particular work tasks described in the Contract to ensure that qualified technical supervision and assistance shall be provided to inmate workers as applicable to job requirements.
- D. All equipment, machinery and tools needed to accomplish designated work assignments shall be maintained in good repair and working condition by the Contractor.
- E. The Contractor shall comply with the required standards of the Occupational Safety and Health Act (OSHA) during the term of this Contract relative to safety of the work environment and equipment used by assigned inmate workers.
- F. The confidentiality of information regarding any inmate worker acquired in the course of service pursuant to this Contract shall be maintained in accordance with A.R.S. § 31-221, and *no* information shall be released without prior written authorization from a representative of the Department.
- G. The Contractor's personnel shall be instructed that it is unlawful for anyone to give, take or in any manner barter with inmates, i.e., the supplying of any goods, including food and soft drinks or monies, constitutes a felony for which they can be prosecuted. Inmates are not permitted to work where there are alcoholic beverages or illegal drugs. The Contractor's personnel shall not handle any mail, notes, packages, or verbal messages for assigned inmates. No inmate shall be permitted to make or receive telephone calls unless the call is made to or received from the prison facility in which the inmate is incarcerated.
- H. An authorized representative of the Department shall be permitted to visit or telephone assigned inmates at the prescribed place of work, or to otherwise communicate with the Contractor to discuss each inmate's work performance, work attendance and general behavior.
- I. No inmate shall be placed in a supervisory capacity over any other inmate.
- J. The Contractor shall provide immediate notification to the on site CO of the following:
  - 1. Unsatisfactory work or malingering of inmates. If requested, the Contractor shall furnish a written account of such unsatisfactory performance.
  - 2. The discovery or suspicion of any intoxicant or unprescribed drug in the possession of any inmate worker.
- K. **The visiting of an inmate by any unauthorized person shall not be permitted.** If any person is found visiting with an inmate, his or her name and description shall be given to Department authorities. If it is not possible or feasible to obtain names, other identification such as automobile make, description and license number shall be obtained when possible.

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**STANDARD WORK PROVISION  
INMATE WORK PROGRAMS**

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**Attachment #1  
ADC Contract No. 19-052-24**

- L. Any allegations of non-compliance with Department written instructions, or other Contractor misconduct, shall be subject to investigation by the Department.

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**STANDARD WORK PROVISION  
SITE SAFETY AND  
HEALTH PLAN**

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**Attachment #2  
ADC Contract No. 19-052-24**

Developed by: State of Arizona, Department of Administration  
Risk Management Section

Provided by: Mike Foster, Manager, Safety and Environmental Services,  
Administrative Services Division

**1 PROGRAM OBJECTIVES**

- 1.1 This Safety and Loss Prevention Program is established to exercise all available means of eliminating or controlling hazards and risks associated with renovation and construction projects.
  - 1.1.1 Minimize Personal injuries;
  - 1.1.2 Maximize Property Conservations;
  - 1.1.3 Achieve Greater Efficiency; and
  - 1.1.4 Reduce Direct and Indirect Costs
- 1.2 The effectiveness of Safety and Loss Prevention Program will depend on the active participation and full cooperation of all involved with the project to include management, supervisors, inmates, and employees, and their efforts in carrying out the following basic responsibilities.
  - 1.2.1 Plan all work to minimize personal injury, property damage and loss of productive time.
  - 1.2.2 Properly select inmates/employees based upon their skill level for the necessary job tasks.
  - 1.2.3 Provide for the protection of adjacent property and safety of the public.
  - 1.2.4 Coordinate activities with others at the work location.
  - 1.2.5 Establish and conduct an educational program to stimulate and maintain interest and participation of all inmates and employees through:
    - 1.2.5.1 Safety Meetings;
    - 1.2.5.2 Prompt investigation of all accidents and serious potential incidents to determine cause or causes and take necessary corrective action to eliminate a recurrence of a loss or incident;
    - 1.2.5.3 Use of proper work methods, personal protective equipment, and mechanical guards;
    - 1.2.5.4 Employee/inmate safety instructions to all assigned work; and
    - 1.2.5.5 Safety training programs.

**2 RESPONSIBILITIES**

- 2.1 It is the purpose of the program to organize and direct activities, which will:
  - 2.1.1 Avoid injuries.
  - 2.1.2 Reduce construction interruption due to an accident.
  - 2.1.3 Assure a safe and healthy place to work.

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**STANDARD WORK PROVISION  
SITE SAFETY AND  
HEALTH PLAN**

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**Attachment #2  
ADC Contract No. 19-052-24**

- 2.2 The Project Manager is required to establish and administer a site-specific safety program and will:
- 2.2.1 Make periodic loss prevention surveys.
  - 2.2.2 Submit written recommendations.
  - 2.2.3 Periodically attend safety meetings.
  - 2.2.4 Assure safety orientation meetings for employees/inmates are conducted and documented.
  - 2.2.5 Provide warning signs, safety literature, reporting forms, and other educational and training materials as deemed appropriate.
  - 2.2.6 Maintain a written comprehensive Safety and Loss Prevention manual.
  - 2.2.7 Give due consideration to all safety factors during pre-planning.
  - 2.2.8 Employ only those individuals physically and mentally capable of performing in a safe manner.
  - 2.2.9 Comply with the Occupational Safety and Health Act and all other applicable Federal, State and Local regulations.
  - 2.2.10 Provide and enforce the use of all necessary testing equipment for employee/inmate health and safety. Provide and enforce the use of personal protective equipment and use only where Engineering controls are not feasible.
  - 2.2.11 Provide properly guarded and maintained tools, machinery and equipment.
  - 2.2.12 Maintain necessary accident records and promptly file the reports required by the State or Federal authorities and the insurer.
  - 2.2.13 Promptly investigate any incident that causes injury or damage to property.
  - 2.2.14 Plan and schedule work operations so as to control personal injury and property damage hazards.
  - 2.2.15 Maintain good housekeeping conditions and fire protection equipment.
  - 2.2.16 Maintain an effective equipment inspection and maintenance program.
  - 2.2.17 Provide proper and specific work task training for employees/inmates regarding the hazards of their jobs and how to work safely.
  - 2.2.18 Correct unsafe work habits of employees/inmates as soon as they are observed.
  - 2.2.19 Eliminate unsafe conditions under their control and promptly report those they cannot eliminate to the proper authority.
  - 2.2.20 Conduct weekly toolbox meetings with all employees/inmates and maintain written records of these meetings. The written record shall include the date, topic discussed, comments, and attendees.



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**STANDARD WORK PROVISION  
SITE SAFETY AND  
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2.2.21 Ensure each employee/inmate understands that violations of the project safety program will not be tolerated and that proper disciplinary action will be administered, including removal from the Project for violation of safety policy.

**3 GENERAL SAFETY REQUIREMENTS**

3.1 Laws and Regulations:

3.1.1 Responsible project management representatives shall comply with and enforce all local, state and federal laws, rules, statutes and regulations of governing or regulatory bodies within the geographical scope of its operations. They will also cooperate with all regulatory agencies regarding job site safety and health, and allow full access to the project for visitation.

3.2 Audit Procedures:

3.2.1 All documentation regarding safety training, hazard communication, electrical safety programs, equipment safety programs, equipment inspection and maintenance records, and fire protection inspection shall be kept on the job site.

3.3 Drug and Alcohol Policy:

3.3.1 The possession or use of any non-prescribed drug or any alcohol beverage on the job site is strictly prohibited.

**4 SPECIFIC REQUIREMENTS**

4.1 Emergency Procedures Guideline:

4.1.1 The Project Manager will set up emergency procedures for the following categories:

- 4.1.1.1 Fire
- 4.1.1.2 Injuries
- 4.1.1.3 Injury to the general public
- 4.1.1.4 Property damage, particularly to utilities; i.e., gas, water, sewage, electrical, telephone, or pedestrian and vehicle routes.
- 4.1.1.5 Public demonstrations
- 4.1.1.6 Bomb threats
- 4.1.1.7 Other exposures at the construction site

4.1.2 In order that necessary emergency services are supplied promptly, the Project Manager shall:

- 4.1.2.1 Post in a conspicuous place, a list of emergency phone numbers, along with the type of information to be transmitted for each emergency situation.
- 4.1.2.2 Delegate responsibility for making emergency calls.

4.1.3 It is the responsibility of the Project Manager to ensure immediate (5 min or less) reliable emergency medical response is available or to provide full time dedicated, trained emergency medical staff and facilities to be available to all employees/inmates. If employees/inmates are working with materials that could adversely affect their respiration, or are subject to electrical shock that could cause loss of the breathing function, and medical response is longer than 3 to 4

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minutes, the Project Manger must adhere to the OSHA rules and regulations, 29 CFR 1926.50, regarding medical response for a construction site.

4.1.4 The Project Manager's emergency procedures should be reviewed regularly and, where necessary, adjusted to provide maximum effectiveness.

4.2 Protection of the Public:

4.2.1 The Project Manager shall take all necessary precautions to prevent injury to the public or damage to property of others. The term "public" shall include all persons not engaged in the project or others working under his/her direction. Precautions to be taken shall include, but not limited to, the following:

4.2.1.1 Work shall not be performed in any area occupied by the public unless specified permitted by the contract or in writing by the Project Manager.

4.2.1.2 When it is necessary to maintain public use of work areas involving sidewalks, entrances to buildings, lobbies, corridors, aisles, stairways and vehicular roadways, the Project Manager s shall protect the public with appropriate guardrails, barricades, temporary partition shields, and adequate visibility. Such protection shall guard against harmful radioactive rays or particles, flying materials, falling or moving materials and equipment, hot or poisonous materials, explosives and explosive atmospheres, flammable or toxic liquids and gasses, open flames, energized circuits or other harmful exposures.

4.2.1.3 Sidewalks, entrances to buildings, lobbies, corridors, aisles, doors or exits shall be kept clear of obstructions to permit safe ingress and egress of the public at all times.

4.2.1.4 Appropriate warnings, signs, and instructional safety signs shall be conspicuously posted where necessary. In addition, a signal shall control the movement of motorized equipment in areas where the public might be endangered.

4.2.1.5 Sidewalk sheds, canopies, catch platforms and appropriate fences shall be provided when it is necessary to maintain public pedestrian traffic adjacent to the erection, demolition or structural, alteration of outside walls on any structure. The protection required shall be in accordance with the laws and regulations of the regulatory bodies.

4.2.1.6 A temporary fence shall be provided around the perimeter of above ground operations adjacent to public areas except where a sidewalk shed or fence is, if provided by the contract or as required by Subparagraph 5 above. Perimeter fences shall be at least six feet high and/or in compliance with the laws and regulations of the regulatory bodies involved.

4.2.1.7 Guardrails shall be provided on both sides of vehicular and pedestrian bridges, ramps, runways and platforms. Pedestrian walkways elevated above adjoining surfaces, or walkways within six feet of the top of excavated slopes or vertical banks shall be protected with guardrails, except where sidewalk sheds or fences are provided as required by Subparagraph 5 above. Guardrails shall be made of

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rigid materials capable of withstanding a force of at least 200 pounds applied in any direction at any point in their structure. Their height shall be approximately 42-inches. Top rails and post may be 2-inches by 4-inches dressed wood or equal. Intermediate horizontal rails at mid-height and toe boards at platform level may be 1-inch by 6-inch wood or equal. Posts shall not be over eight feet apart.

- 4.2.1.8 Barricades meeting the requirements of the political subdivision involved shall provided where sidewalk sheds, fences or guardrails as referenced above, are not required between work areas and pedestrian walkways, roadways or occupied buildings. Barricades shall be secured against accidental displacement and shall be maintained to perform the work. During the period a barricade is removed temporarily for the purposes of work, a watchman shall be placed at all openings.
- 4.2.1.9 Temporary sidewalks shall be provided when a permanent sidewalk is obstructed by the Trade Subcontractor's or any tier operations. They shall be in accordance with the requirements of the political subdivision involved. Guardrails shall be provided on both sides of temporary sidewalks.
- 4.2.1.10 Warning signs and lights including lanterns, torches, flares and electric lights, meeting requirements of the political subdivision involved, shall be maintained from dusk to sunrise along guardrails, barricades, temporary sidewalks and at every obstruction to the public. These shall be placed at both ends of such protection or obstructions and not over 20 feet apart alongside of such protection or obstructions.

4.3 Housekeeping

- 4.3.1 During the course of construction/renovation, housekeeping practices will be followed to keep the work areas, passageways, and stairs in and around the buildings or other structures, free from debris of all types.
  - 4.3.1.1 This shall include scrap lumber and form lumber with protruding nails.
  - 4.3.1.2 Combustible scrap and debris shall be removed at regular intervals. Containers shall be provided for the collection of scrap, trash and other debris.

4.4 Personal Protective Equipment:

- 4.4.1 The Project Manager shall be responsible for requiring the wearing of appropriate personal protective equipment in all operation where there is an exposure to hazardous conditions or where there is an indication of the need for using such equipment to reduce the hazard to employees/inmates. Such equipment will be used where engineering out the hazard is not feasible.

4.5 Flammable and Combustible Liquids:

- 4.5.1 Flammable and combustible liquids shall be stored and dispensed in compliance with regulations and rules established by the governing regulatory bodies.

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- 4.5.2 Any leakage or spillage of flammable or combustible liquids shall be cleaned up immediately and disposed of promptly and safely.
- 4.5.3 Transfer of flammable liquids from one container to another shall require electrically bonding the containers.
- 4.5.4 Small quantities of flammable liquids that may be used at various points on the Job Site shall be handled in approved safety cans.
- 4.5.5 No smoking, matches, or open flames will be permitted within 50 feet of the area where flammable liquids are used or transferred, unless conditions warrant greater clearance.
- 4.5.6 Fuel trucks will properly marked, contents clearly identified, posted and with proper fire protection.
- 4.5.7 Fuel tanks over 500 gallons will be diked, grounded, and protected from contact by vehicles on all sides. Proper identification of tanks and access for measurement will be maintained.
- 4.6 Tools – Hand and Power:
  - 4.6.1 All hand and power tools and equipment shall be maintained in a safe condition. The Project Manager shall be responsible for the condition of all tools or equipment used by employees/inmates.
  - 4.6.2 Power operated tools that are designed to accommodate guards shall be equipped with such guards while in use.
  - 4.6.3 Belts, gears, shafts, pulleys, sprockets, spindles, drums, flywheels, chains, or other reciprocating, rotating or moving parts of such equipment or tools shall be guarded if such parts are exposed to contact.
  - 4.6.4 Wrenches shall not be used when the jaws are sprung or worn to the point that slippage occurs.
  - 4.6.5 Impact tool such as wedges and chisels shall be kept free of mushroomed heads.
  - 4.6.6 Wooden handles of tool shall be kept free of splinters and cracks and shall be kept tight in the tool.
  - 4.6.7 All hand-held powered drills, fastener drivers, grinders with wheels greater than 2-inches in diameter, disc sanders, belt sanders, reciprocating saws, saber saws and similar operating power tools shall be equipped with a momentary contact off-on control and may have a lock-on control provided that turn off can be accomplished with a single motion of the same finger or fingers that turn it on.
  - 4.6.8 All other hand-held powered tools such as circular saws, chain saws, and percussion tools with positive accessory holding means, shall be equipped with a constant pressure switch that will shut off power when the pressure is released.
  - 4.6.9 The use of electrical cords for hoisting or lowering tools shall not be permitted.

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- 4.6.10 Pneumatic power tools shall be secured to the hose or whip by some positive means to prevent the tool from becoming accidentally disconnected. Each section of supply hose to pneumatic tool shall also be secured by some positive means to prevent accidental disconnection.
- 4.6.11 Safety clips or retainers shall be securely installed and maintained on pneumatic impact tools to prevent attachments from being accidentally expelled.
- 4.6.12 Pneumatic hoses shall not be used as a means of hoisting or lowering tools.
- 4.6.13 Only employees/inmates who have been trained in the operation of the particular tool in use shall be allowed to operate a power-actuated tool.
- 4.6.14 Power-actuated tools shall be tested each day before loading to see that safety devices are in proper working condition. The testing shall be done in accordance with the manufacturer's recommended pressure.
- 4.7 Earth Moving Equipment:
  - 4.7.1 Operators will receive instructions on proper mounting and dismounting of equipment.
  - 4.7.2 Operators shall wear seat belts while vehicle is in motion.
  - 4.7.3 Equipment shall be in safe operating condition and inspected daily for proper braking and hydraulic systems and tires.
  - 4.7.4 Dozer, loader, scraper, backhoe buckets, glades and pans will be grounded before the operator dismounts.
  - 4.7.5 Prior to mounting any equipment, the operator will visually inspect the area not visible from the operator's station.
  - 4.7.6 Equipment will have audible warning devices in good working order.

LETTER OF INSTRUCTION  
REQUEST FOR AUTHORIZATION

UTILIZING INMATE WORKERS FOR OPERATION OF OFF-ROAD MOBILE EQUIPMENT

Inmate Work Contracts between the Department and the Contractor provide authorization for assigned inmate workers to operate off-road mobile equipment under certain conditions. This Letter of Instruction provides the procedure for obtaining approval to utilize inmate workers on Contractor's off-road mobile equipment.

- 1 The Contractor shall provide written notice advising of the need to utilize inmate workers to operate specific off-road mobile equipment. The request shall include the following information:
  - 1.1 A complete list describing the type(s) of off-road mobile equipment to be operated;
  - 1.2 Identification of specific training inmates will receive for each type of off-road mobile equipment; and
  - 1.3 A list of inmates, to include the inmate's Department identification number, for whom approval is being requested. The list **shall** reflect the type(s) of mobile equipment to be operated, specific to each inmate worker.
- 2 The Department shall acknowledge the Contractor's request and, after coordinating with institution officials, notify the Contractor in writing of those inmates approved to be trained to operate off-road mobile equipment. The Contractor **shall not** proceed with training until written notice of authorization is received from the Department.
- 3 Once approval to proceed with training is received, the Contractor shall provide safety and operational training to approved inmates for each type of specified off-road mobile equipment. The manufacturer's supplied training materials and/or materials developed in accordance with Occupational Safety and Health Act (OSHA) guidelines, for each specific type of mobile equipment, should meet the training requirements for each inmate operator. Copies of training materials shall be provided to the Department for record keeping purposes.
- 4 Once training is complete, the Contractor shall furnish documentary evidence of satisfactory completion of training for each inmate. The documentation shall include the inmate's certification by signature that he/she understands the operation and safety issues of each type of mobile equipment he/she has been trained to operate.
- 5 Following review of training documents provided by the Contractor, and/or designee, the Department shall furnish the Contractor with notification of approval for individual inmates. Contractor shall maintain records of training and authorization for all inmate workers as long as they are engaged in this inmate work program.
- 6 The Contractor shall acquire and maintain applicable insurance in compliance with State requirements.


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**CONTRACTOR  
AUTHORIZED WORK LOCATION (s)**

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**Attachment #4  
ADC Contract No. 19-052-24**

<b>1</b>	<b>Town of Florence All areas of Florence but not limited to Florence, Arizona</b>
<b>2</b>	<b>Main Town Entry route 79 and 287</b>
<b>3</b>	<b>Alley Ways and Main Streets</b>
<b>4</b>	<b>Pinal Parkway Avenue and Salazar Street</b>
<b>5</b>	<b>Main Street and Southwind Way</b>
<b>6</b>	<b>Town Buildings, outer areas</b>

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u> 10e.</b>
<b>MEETING DATE:</b> July 1, 2019  <b>DEPARTMENT:</b> Administration  <b>STAFF PRESENTER:</b> Jennifer Evans, Management Analyst  <b>SUBJECT:</b> Interagency Service Agreement between Town of Florence and Arizona State Parks for McFarland State Historic Park		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> <b>Regulatory</b> <input type="checkbox"/> <b>1<sup>st</sup> Reading</b> <input type="checkbox"/> <b>2<sup>nd</sup> Reading</b> <input type="checkbox"/> <b>Other</b>
<b>STRATEGIC PLAN REFERENCE:</b> <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:**

Approve the Interagency Service Agreement (ISA) between Arizona State Parks and the Town of Florence to manage McFarland State Historic Park through June 30, 2020.

**BACKGROUND/DISCUSSION:**

The Town entered into a partnership with Arizona State Parks on October 18, 2010 to operate McFarland State Historic Park. At that time, Arizona State Parks entered into agreements with several municipalities throughout Arizona to manage its five historic state parks. The municipalities partnered with local non-profit groups to manage daily operations at each park. The historic state parks were facing immediate closure due to state budget constraints but have remained open with these innovative partnerships.

The original Intergovernmental Agreement between the Town and Arizona State Parks expired in 2013 and the agreement allows for two, three-year extensions. The end of the second extension is June 30, 2019. The ISA will be in effect through June 30, 2020 to allow time for State Parks staff and Town staff to negotiate a new three-year agreement.

State Parks now requires the use of an ISA with its partner parks. Most of the terms are the same as the Intergovernmental Agreement with the exception of the financial terms. The new ISA requires the Town to electronically transfer all revenue generated at the



park to AZ State Parks once a month and then AZ State Parks will reimburse the Town the funds within five days.

**A VOTE OF NO WOULD MEAN:**

The IGA between the Town and Arizona State Parks will expire on June 30, 2019.

**A VOTE OF YES WOULD MEAN:**

The ISA between the Town and Arizona State Parks will be in effect through June 30, 2020.

**FINANCIAL IMPACT:**

The Town pays for approximately \$6,500 in utilities costs on an annual basis. There are occasional maintenance costs that are paid from the Facilities budget.

**ATTACHMENTS:**

Interagency Service Agreement ASPB No. PR19-048



## CONTRACT AGREEMENT

Between  
Arizona State Parks Board  
And  
Town of Florence

ASPB No. PR19-048

Town Ref No.

Re: McFarland State Historical Park

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This Agreement is made between TOWN OF FLORENCE (the “TOWN”), a political subdivision of the State of Arizona, and the ARIZONA STATE PARKS BOARD (the “BOARD” or “PARKS”), an agency of the State of Arizona. Individually either of these entities may be referred to as “PARTY” and collectively they may be referred to as “PARTIES”.

### I. AUTHORITIES

#### A. BOARD:

1. A.R.S. § 41-511.03 authorizes the BOARD to select, acquire, preserve, establish and maintain areas of historical interest for the education, pleasure, recreation, and health of the people.
2. A.R.S. § 41-511.04 (A) (2) authorizes the BOARD to manage, develop and operate state parks.
3. A.R.S. § 41-511.04 (A) (6) authorizes the BOARD to enter into agreements with other local governments to protect state parks.
4. A.R.S. § 41-511.05 (2) authorizes the BOARD to enter into Agreements to perform its duties.
5. A.R.S. § 41-511.10 authorizes the BOARD to reject any donations, gifts or properties it finds unsuitable.

#### B. TOWN:

1. A.R.S. § 9-494 (A) authorizes the TOWN to establish and maintain public parks and to acquire, hold and improve real property for that purpose.
2. A.R.S. § 11-931 through -933 authorizes the TOWN to establish public parks and to enter into cooperative agreements to maintain and administer public parks.

### II. RECITALS

- A. **WHEREAS**, McFarland State Historic Park (hereinafter called “PARK”), is owned and operated by the BOARD, and,
- B. **WHEREAS**, the BOARD is the owner of, and has the authority to manage the PARK, to acquire, manage, and plan state historic sites, and to contract with governmental entities to accomplish these purposes; and
- C. **WHEREAS**, the TOWN has the statutory authority to establish and maintain public parks; and on March 17, 2010 the TOWN Council authorized the TOWN Administrator to execute an agreement with the BOARD to operate the PARK; and
- D. **WHEREAS**, it is understood and agreed by the PARTIES that the TOWN will be expending money from time to time for the purpose of making appropriate and necessary repairs and improvements to the PARK; and
- E. **WHEREAS**, the TOWN and the BOARD recognize the importance of keeping the PARK open to the public at this time, and further recognize that the current budget deficits of the State of Arizona make it difficult for the BOARD to commit adequate funds to operate and maintain the PARK; and
- F. **WHEREAS**, the TOWN is willing and able to cooperatively maintain and operate the PARK for a period of time; and
- G. **WHEREAS**, the TOWN is willing to contribute its expertise, property and exhibits to this cooperative agreement; and



## CONTRACT AGREEMENT

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H. **WHEREAS**, both TOWN and the BOARD agree that responsibility for maintenance and operational expenses will be resumed by the BOARD when it is able to do so;

**NOW, THEREFORE**, the PARTIES agree as follows:

### III. PURPOSE

- A. The BOARD enters into this Agreement with the TOWN to cooperatively maintain and operate the PARK. The PARK is located at 24 W. Ruggles Street, Florence, Arizona 85132, as shown in Exhibit 1 attached and made part of this Agreement.
- B. The PARTIES anticipate that when the BOARD believes it has sufficient funds to operate the PARK, the BOARD will resume operation of the PARK.
- C. The BOARD and TOWN will work together to develop a plan of operation for the PARK that may include continued financial support from the TOWN for the operation of the PARK.

### IV. RESPONSIBILITIES

#### A. BOARD:

1. **FUNDING**. The BOARD may provide funding, if available, for emergency maintenance repairs and/or construction improvement projects agreed upon by the PARTIES to this Agreement.
2. **VISITS and INSPECTIONS**. The BOARD will periodically visit, inspect, and monitor all or any portions of the PARK to ensure compliance with the terms and conditions of this Agreement. BOARD staff may interview TOWN personnel and volunteers, take photographs, examine documents, take notes and record data during these site inspections. The BOARD will provide a written report of its findings to the TOWN within a reasonable time after the visit. If deficiencies are found, the BOARD may require corrective actions be implemented by the TOWN or may take corrective action as permitted by this Agreement.
3. **LANDSCAPE MAINTENANCE**. The TOWN will provide routine grounds maintenance and upkeep of the exterior premises of the PARK. The TOWN may utilize Department of Corrections inmate labor for this task.
4. **The BOARD** will retain responsibility of the Archives Building located on Parcel B (Exhibit 1) with the exception of the restrooms, which will be operated and maintained by the TOWN.
5. **MANAGEMENT OVERSIGHT**. The BOARD agrees that it will maintain management oversight over the PARK to ensure that the feel of the PARK remains consistent with and comparable to other BOARD facilities.

#### B. TOWN:

1. **PARK IDENTITY**. The TOWN agrees that the PARK name will remain *McFarland State Historic Park* and it shall be referred to as such in all literature and signage. With written permission from the BOARD, the TOWN may add verbiage to the name such as "Operated cooperatively by the TOWN and the Florence Main Street Program" or other such descriptive variant and may reference the fact that the Main Street Program visitor center is located within the PARK.



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2. **PARK CONTACT INFORMATION.** The TOWN shall keep and maintain all current contact information for the PARK, i.e. telephone numbers, addresses, P.O. boxes, etc. This will avoid misinformation and confusion that could result from changing this information.
3. **COMPLIANCE WITH LAW.** The TOWN shall make those efforts necessary to ensure that the PARK is not used for any unlawful purpose, and ensure that it does not cause, maintain or permit any nuisance in, on or about the PARK.
4. **The TOWN** agrees to operate and maintain Parcels A, C & D (Exhibit 1) with the following stipulation. Parcel D may be used as an overflow area for the TOWNS Public Works Department, provided no potentially hazardous material or debris is introduced therein. The TOWN also agrees to operate and maintain the restrooms located on Parcel B.
5. **BUILDING MAINTENANCE.**
  - a. The TOWN is responsible to maintain the interior and exterior of the building, as shown in Exhibit 2. Maintenance means, “those activities necessary to keep a facility in good working order and professional in appearance,” and the TOWN agrees that it will keep the facilities of the PARK in at least as good a condition as other TOWN-maintained facilities. Construction Improvements, as referenced in Section IV, C are not considered to be maintenance, and are not the responsibility of the TOWN.
  - b. In the event of a life safety emergency or natural disaster affecting either the interior or exterior of the PARK, the TOWN shall immediately contact the BOARD’s Chief of Development to report the extent of the emergency. In time-critical situations, when the Chief of Development is unavailable, the TOWN may temporarily protect and stabilize the affected portions of the PARK until the BOARD’s Chief of Development can assess the damage and repairs can commence. The TOWN shall follow-up with a written report. Emergency construction repairs to the PARK shall be the responsibility of the BOARD and will proceed as soon as practicable.
6. **UTILITIES.**
  - a. The TOWN agrees to pay 100% of all utility costs for phone, gas, internet, alarm system(s), trash, water, and wastewater of the PARK during the time the PARK is operated and maintained cooperatively with the TOWN.
  - b. The TOWN shall be responsible for all electrical usage costs associated with the existing electrical meter connected to the Courthouse Building.
  - c. The PARK shall be responsible for all electrical usage costs associated with the newly installed electrical meter for the Archive Building.
7. **LIENS.** The TOWN shall keep the PARK free from any liens arising out of any work performed, materials furnished or obligations incurred by the TOWN.
8. **ASSIGNMENT AND SUBLETTING.**
  - a. The TOWN may not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, or encumber this ISA or any interest therein.
  - b. The BOARD agrees that the TOWN may execute a Professional Services Agreement (“PSA”) and Lease Agreement (“Lease”) with third party (“PARTY”) to provide:



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- i. Staffing services for the operation of the PARK, a location for the TOWN's visitor center and office space.
- ii. The PSA is not prohibited by this paragraph and the PSA will incorporate the terms of this ISA by reference.
- iii. The TOWN shall notify the BOARD if any terms of the PSA change, including the identity of any PARTY to the PSA, by providing 20-calendar day advanced written notice of this change.
- iv. Any PSA shall terminate upon termination of this Agreement.

### 9. INFORMATION REPORTING.

- a. The TOWN shall report the following information monthly to the Fiscal Services Section of the BOARD'S Administrative Services Division on forms supplied by the Section:
  - i. Day use attendance
  - ii. Day use revenues
  - iii. Visitors utilizing the annual pass
  - iv. Concessionaire revenues
  - v. Gift Shop revenues
  - vi. Special Event revenues
  - vii. Donation revenues
  - viii. Total operating costs (daily)
  - ix. Junior Ranger Program Contacts
  - x. Attendance, revenue, and costs for programs, classes and special events.
- b. The TOWN shall submit reporting information electronically in Microsoft Excel format by email to [fiscal@azstateparks.gov](mailto:fiscal@azstateparks.gov).
- c. Upon request by the BOARD, the TOWN shall provide supporting details of monthly report(s) as defined in this section.

### C. Shared Responsibilities of the BOARD and the TOWN:

1. **CONSTRUCTION IMPROVEMENTS.** The TOWN and the BOARD recognize that some of the facilities in the PARK are in need of maintenance, repair or replacement. A list of potential construction improvements is attached as Exhibit 3. To the extent possible, the TOWN and the BOARD will work together to secure funds for these construction improvements. Construction improvement projects include any construction, renovation, repair or replacement of any facilities at the PARK, as deemed necessary to operate the PARK by the Chief of Development of the BOARD.
  - a. The TOWN shall provide project management services to complete design of construction improvement projects agreed to by the PARTIES.
  - b. All construction improvement projects on the PARK shall be contracted and procured by the TOWN in conformance with current TOWN procedures. All construction must comply with the Arizona Registrar of Contractors Statutes and Rules.
  - c. The TOWN shall create and provide a detailed scope of work, with plans and specifications sealed by an Arizona Registered Architect or Engineer, for any



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construction improvement projects, and shall provide this scope of work, including the plans and specifications, to the BOARD's Chief of Development.

- d. Prior to beginning any construction, the TOWN shall receive written approval of said Scope of Work and plans and specifications, from the BOARD's Chief of Development. This approval is for scope, type, quantity and location only. The TOWN is responsible for design and code compliance including the requirements of the State Fire Marshall. The Chief of Development shall have adequate time to review, for approval, all required documents submitted by the TOWN. Upon completion of each project, the TOWN shall submit to the Chief of Development, a sealed copy of AS-BUILT DRAWINGS on CD or DVD media.
- e. The TOWN shall obtain all necessary permits, concurrences and authorizations, required. Copies of all permits, concurrences and authorizations shall be submitted to the BOARD's Chief of Development with a detailed schedule of progress for said project(s).
- f. Any repairs to historic buildings that affect building materials or character-defining elements shall be discussed with the BOARD's Chief of Development to ascertain whether or not the repair shall require review and approval of State Historical Preservation Office (SHPO).
- g. All previous Historic Structures Reports, Building Conditions Assessments or Historic Building Preservation Plans that have been completed for the BOARD or SHPO shall be used as a basis for repairs, improvements or construction improvement projects.
- h. All improvements, repairs and installations to historic buildings shall meet the Secretary of the Interior's Standards for historic structures. The Chief of Development will consider all improvements, repairs and installations complete upon his final approval.
- i. Permanent structures constructed on the PARK shall become the property of the BOARD upon the expiration or termination of this Agreement.

## 2. INDIVIDUAL COMPETENCIES AND TRAINING.

- a. Any individual working in the PARK, either paid or unpaid, shall be familiar with:
  - i. The significance of the facility and the reasons why it is part of the Arizona State Park system.
  - ii. Care and maintenance of artifacts and museum collections.
  - iii. Visitor contact and interpretive education practices.
- b. Examples of Park staff duties include, but are not limited to:
  - i. Inspecting grounds, equipment, buildings and museum facilities for necessary repairs, security and safety problems or hazards.
  - ii. Serving as an interpretive guide and providing information and programs to the visiting public.
- c. The BOARD will conduct training programs at the PARK covering the topics listed above. Any individual working at the PARK must attend this training within the first three months of their work at the PARK.



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### 3. ARTIFACT COLLECTIONS.

- a. The TOWN will properly protect and care for artifact collections located within the PARK and will follow standard museum practices described in *The National Park Service Museum Handbook*. An electronic version of this handbook shall be provided to the TOWN by the BOARD.
- b. The TOWN will be solely responsible for the safety of artifacts on display, exhibits and library items. The BOARD will remain responsible for non-displayed artifacts stored at the PARK, and these objects will not be available for inspection, research or display without specific permission from the Cultural Resources staff of the BOARD. Should the TOWN wish to display and exhibit certain of the non-displayed artifacts, the BOARD will consider providing those artifacts upon the presentation of and mutual agreement on an exhibit plan.
- c. The TOWN will provide and monitor proper heating, cooling and ventilation for the buildings. Open Windows must have proper screening to prevent insect infestation.
- d. The TOWN will routinely clean and maintain the buildings and the exterior of exhibit cases. The TOWN must consult with the Cultural Resources staff of the BOARD prior to cleaning furnishings and/or if access to the interior of exhibit cases is needed.
- e. The TOWN shall maintain and monitor security to protect the artifact collections and exhibits in the PARK. This includes the upkeep of the security system and monitors in the buildings and museum, as well as visual inspection of the grounds.
- f. The TOWN will maintain and monitor outside interpretive panels and exhibits.
- g. The TOWN will immediately report any damage to or theft of artifacts or exhibits to the BOARD and to the police of the local jurisdiction.
- h. The BOARD will also regularly monitor the historic resources, including the buildings, museum and grounds.
- i. If the TOWN wants to move, handle, rearrange, change, repair, or conserve any of the artifacts, it must secure advance permission from the BOARD in writing. Similarly, any planning, rearranging, moving, or changing of exhibits requires prior consultation in writing and approval from the BOARD.
- j. The PARK contains both artifacts in the collection and educational objects. Educational objects may be used by the TOWN for demonstration purposes, whereas artifacts may not. The BOARD will provide the TOWN a list of educational objects prior to the expiration of the 30-business day transition period.
- k. The collections at the PARK may include objects on loan from individuals or other institutions. The BOARD will inform the TOWN of any special requirements relating to these artifacts.
- l. Any donations of artifacts or archival materials offered to the PARK shall be approved by the cultural resources staff of the BOARD prior to acceptance, and shall become property of the BOARD. BOARD procedures for donations of artifacts or materials shall be followed.



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#### 4. STORAGE

- a. The BOARD shall use the McFarland Archives building, located on Parcel B, to store BOARD property and equipment.

#### 5. GIFT SHOP OPERATION AND MERCHANDISE.

- a. The TOWN will operate the gift shop area of the PARK so that it retains the look and feel of an Arizona State Park gift shop. Any alterations to the existing configuration of the gift shop area must be pre-approved by and done in consultation with, the gift shop staff of the BOARD. The TOWN shall retain all revenue from the operation of the gift shop. Starting in May 2013, The PARTIES agree that the TOWN may, at its discretion, operate a gift shop. If the TOWN chooses to operate a gift shop, paragraphs b. through d. apply.
- b. All gift shop furniture and fixtures remain the property of the BOARD and shall not be altered, removed or disposed of by the TOWN without written permission from the gift shop staff of the BOARD.
- c. The BOARD will make gift shop merchandise available to the TOWN for purchase, subject to the terms and conditions specified in Exhibit 4, ASPB Gift Shop Merchandise Policy. Gift shop merchandise shall only be sold at the PARK. The BOARD must receive initial payment for gift shop merchandise already located at the PARK on or before the date the TOWN takes possession of the PARK. The TOWN may choose alternately not to purchase merchandise located at the PARK, and the BOARD agrees that it will remove the non-purchased merchandise prior to the date the TOWN takes possession of the PARK.
- d. Upon resumption of operational responsibility by the BOARD, the BOARD will purchase from the TOWN that portion of the Gift Shop merchandise remaining in the possession of the TOWN that was acquired from the BOARD. Payment for Gift Shop merchandise will be made to the TOWN within 30-calendar days of receipt of their invoice. Inventory of the Gift Shop will be completed by the PARTIES prior to the BOARD's resumption of operational responsibility of the PARK.

#### 6. MARKETING.

- a. The PARTIES agree that the BOARD's cross-marketing materials (e.g., park-specific rack cards, and other marketing materials) will continue to be made available to visitors at the PARK to provide information regarding other parks and events within the state parks system and that TOWN cross-marketing materials may be made available in the same manner at the PARK.

#### 7. COMMUNITY MARKETING AND REHABILITATION.

- a. The BOARD, the TOWN and other interested parties will endeavor to work together to encourage community marketing and rehabilitation efforts. Specific projects, such as a monument sign for the Park, will be authorized by an additional agreement between parties.

### I. TERM, DEFAULT, REMEDIES, AND TERMINATION

- A. Term and Duration: This Agreement is entered into and is effective as of the date on which the last of all required signatures is affixed hereto, and shall continue until June 30, 2020, unless earlier cancelled or terminated in accordance with the terms of this Agreement.





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- B. Default: In the event that either PARTY is in default of its obligations and such default continues un-remedied for a period of 30-calendar days after written notice, the other PARTY may elect, upon not less than sixty 60-calendar days prior written notice, to terminate this ISA; provided, however, that if the nature of the default is such that more than 30-calendar days are reasonably required for its cure, then the PARTY shall not be deemed to be in default if the PARTY commences such cure within said 30-calendar day period and thereafter diligently prosecutes such cure to completion Nothing in this provision shall preclude the PARTY alleging the default from pursuing other remedies that exist in law or in equity.
- C. Termination: This Agreement may be terminated by either PARTY upon 90-calendar days written notice to the other PARTY of its intention to terminate. Neither PARTY shall incur new obligations under this Agreement once notice of termination has been provided.

### II. DISPOSAL OF PROPERTY

- A. Any permanent structures constructed on the PARK during the term of this Agreement shall become the property of the BOARD upon the expiration or termination of this Agreement.
- B. All equipment purchased for the operation of the PARK with funds provided by the TOWN designated under this Agreement shall become the property of the TOWN upon the expiration or termination of this Agreement.

### III. RESUMPTION OF OPERATIONAL RESPONSIBILITY BY THE BOARD

- A. Upon abandonment, cancellation, revocation or termination of this Agreement, the TOWN shall restore the PARK to its original condition, to the satisfaction of the BOARD. Such restoration shall include, but shall not be limited to, removal of any and all material, equipment, facilities, temporary structures, or debris, deposited by TOWN on the PARK. If the TOWN fails to remove all such material, equipment, facilities, temporary structures, or debris within a reasonable period, as determined by the BOARD, they shall be forfeited and become the property of the State, but the TOWN shall remain liable for the cost of removal of all materials and for restoration of the PARK.
- B. In the event this Agreement is not renewed or is canceled, the TOWN shall peaceably surrender the possession of the PARK upon the effective date of the cancellation or expiration of the term of this Agreement. The TOWN may not hold over upon the expiration or cancellation of this Agreement for any reason. The provisions of this paragraph shall not be deemed to limit or constitute a waiver of any other rights or remedies of the BOARD provided herein or at law. If the TOWN fails to surrender the PARK upon the termination or expiration of this Agreement, in addition to any other liabilities to BOARD accruing therefrom, the TOWN shall protect, defend, indemnify and hold the BOARD harmless for, from and against all loss, costs (including reasonable attorneys' fees) and liability resulting from such failure.
- C. After the expiration, cancellation, or termination of this Agreement, the TOWN shall execute, acknowledge and deliver to the BOARD within 30-calendar days after written demand from the BOARD to the TOWN, any document requested by the BOARD quitclaiming any right, title or interest in the PARK to the BOARD.



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### IV. FINANCIAL

- A. The PARTIES understand and agree that this ISA shall be subject to available funding, and nothing in this Agreement shall bind the PARTIES to performance or expenditures in excess of funds authorized and appropriated for the purposes outlined in this Agreement.
- B. The TOWN shall charge fees according to the BOARD's approved fee schedule, and honor the BOARD's Annual Park Passes, Retiree Lifetime Passes, Volunteer Passes. In the event legislation is enacted that authorizes free admission to the BOARD's parks, the TOWN shall comply with the law, or may exercise the options provided for in this Agreement.
- C. A.R.S. § 41-511.21 any and all revenue generated by the PARK shall be paid to Arizona State Parks on a monthly basis. The TOWN, in behalf of the PARK shall initiate an ACH transaction on the fifth business day of each month to transmit receipts from the prior month. The TOWN will also notify Arizona State Parks each month by e-mail at [fiscal@azstateparks.gov](mailto:fiscal@azstateparks.gov) of the date that their ACH transaction was initiated. Arizona State Parks will refund 100% of all revenues received within five business days of receipt of the PARK funds through an ACH transaction to an account designated by the TOWN.
- D. The TOWN will complete the Arizona State "Incoming ACH/Wire Information Form", scan and return by e-mail to [fiscal@azstateparks.gov](mailto:fiscal@azstateparks.gov) within 10 business days of signing this agreement.
- E. \*Note: The reimbursement accounting transaction will be recorded as a revenue reduction and will produce a net zero impact in the "State Parks Revenue Fund" account and therefore exclude the revenue impact on reports.
- F. **SPECIAL EVENTS – REVENUE AND MANAGEMENT.** The TOWN may authorize special events at the PARK. Special events shall conform to the BOARD's rules and policies governing Special Events. ASPB Special Use Permit Application Materials Package is provided in Exhibit 5 and shall be used by the TOWN. All net revenues generated by Special Events held at the PARK shall be used for the operation and maintenance of the PARK.

### V. INSURANCE

- A. Insurance: Insurance Requirements for Governmental PARTIES to this Agreement: None.
  1. Insurance Requirements for Any Contractors Used by a Party to the 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 Interagency Service Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.
  2. Minimum Scope and Limits of Insurance: Contractor shall provide coverage with limits of liability not less than those stated below.
    - i. **Commercial General Liability – Occurrence Form**



**CONTRACT AGREEMENT**

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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

- 1) The policy shall be endorsed to include the following additional insured language: **“The State of Arizona and Arizona State Parks officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.**
- 2) Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

**ii. Business 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
-----------------------------	-------------

- 1) The policy shall be endorsed to include the following additional insured language: **“The State of Arizona and Arizona State Parks officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.**
- 2) Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

**iii. Workers’ Compensation and Employers’ Liability**

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

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



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- 2) 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.
3. Additional Insurance Requirements: The policies are to contain, or be endorsed to contain, the following provisions:
- The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees and the other governmental entity wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.
  - The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
  - 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 Agreement.
4. 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 30-calendar days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to Arizona State Parks, 23751 N. 23<sup>rd</sup> Avenue Ste. 190, Phoenix, AZ 85085 and shall be sent by certified mail, return receipt requested.
5. 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 State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
6. Verification of Coverage: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
7. Subcontractors: Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
8. Approval: Any modification or variation from the *insurance requirements* in this ISA must have prior approval from the State of Arizona Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal contract amendment but may be made by administrative action.
9. 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



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Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

### VI. GENERAL TERMS AND CONDITIONS

- A. Amendment: This Agreement may be amended only in writing by the PARTIES hereto. Amendments must be approved with same formality as this Agreement.
- B. Arizona Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.
- C. Immigration Compliance: All PARTIES shall comply with all applicable federal immigration laws, A.R.S. § 41-4401 eVerify. Governor's Executive Order 2005-30, and any successor statutes.
- D. Equal Opportunity/Non-Discrimination: The PARTIES shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The PARTIES shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.
- E. Records: Pursuant to A.R.S. § 35-214, all books, accounts, reports, files and other records relating to this Agreement shall be subject at all reasonable times to inspection by the State of Arizona for five years after the completion of this Agreement. Such records shall be reproduced as designated by the State of Arizona.
- F. Arbitration: The PARTIES agree to use arbitration to resolve disputes arising out of this Agreement to the extent required by A.R.S. § 12-1518.
- G. Governor's Cancellation: All PARTIES are put on notice that this Agreement is subject to cancellation pursuant to A.R.S. § 38-511.
- H. Indemnification: Neither party to this Agreement agrees to indemnify the other PARTY or hold harmless the other PARTY from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any PARTY to this agreement, then the right to pursue one or both of these remedies is preserved.
- I. No Partnership or Joint Venture: Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture between either party, and neither Party shall be responsible in any way for the activities, debts, contracts, obligations or acts, negligent or otherwise, of the other, it being expressly agreed that this Agreement is an agreement between two independent PARTIES in which the identity of each Party is maintained as it was prior to this ISA.
- J. Waiver: The waiver by either Party of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein contained.
- K. Marginal Headings: The marginal headings and Article titles to the Articles of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.
- L. Time Is of The Essence: Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.



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- M. Prior Agreements: This Agreement contains all of the agreements of the PARTIES hereto with respect to any matter covered or mentioned in this Agreement, and no prior agreement or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Agreement may be amended or added to except as provided in this Agreement. This Agreement shall not be effective or binding on any PARTY until fully executed by both PARTIES hereto.
- N. Attorney's Fees: In the event of any action or proceeding brought by either PARTY against the other under this Agreement, each PARTY shall each be responsible for their own costs and expenses in such action or proceeding.
- O. Severability: Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.
- P. Cumulative Remedies: No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
- Q. Venue: The PARTIES must institute and maintain any legal actions or other judicial proceedings arising from this Agreement in a Maricopa County court of competent jurisdiction.

### VII. NOTICES

All notice, demand or request required or authorized by this Agreement to be given or made to or upon the PARTIES to this Agreement shall be deemed properly given or made if delivered to or by: (a) certified return receipt mail or (b) recognized overnight courier; or (c) facsimile transmission, effective upon electronic transmission confirmation; or (d) electronic mail. Notices shall be sent to the following address:

1. Arizona State Parks/Adam Alexander, Procurement Specialist, 23751 N. 23<sup>rd</sup> Avenue Ste. 190, Phoenix, AZ 85085. Phone: (602) 542-6925, Email: [aalexander@azstateparks.gov](mailto:aalexander@azstateparks.gov).
2. Town of Florence/Brent Billingsley, AICP, CFM Town Manager P.O. BOX 2670, Florence, AZ 85132. Phone: (520) 868-7558, Email: [brent.billingsley@florenceaz.gov](mailto:brent.billingsley@florenceaz.gov).
3. A change of address or person to whom notices should be sent may be made by giving notice, in the manner described above, to other PARTY.

### VIII. AGREEMENT SIGNATURE AUTHORITY

- A. By signing below, the signer certifies that he or she has the authority to enter into this Agreement and has read the foregoing and agrees to accept the provisions herein.
- B. This Agreement is entered into and is effective as of the date for the last signature.



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**RESERVED FOR THE ARIZONA STATE PARKS BOARD:**

**RESERVED FOR THE TOWN OF FLORENCE:**

Signature

Date

Signature

Date

Typed Name and Title

Arizona State Parks Board  
23751 N. 23<sup>rd</sup> Ave, Ste 190  
Phoenix, AZ 85085

Tara Walter, Mayor  
Typed Name and Title

Town of Florence  
P.O. BOX 2670  
Florence, AZ 85132



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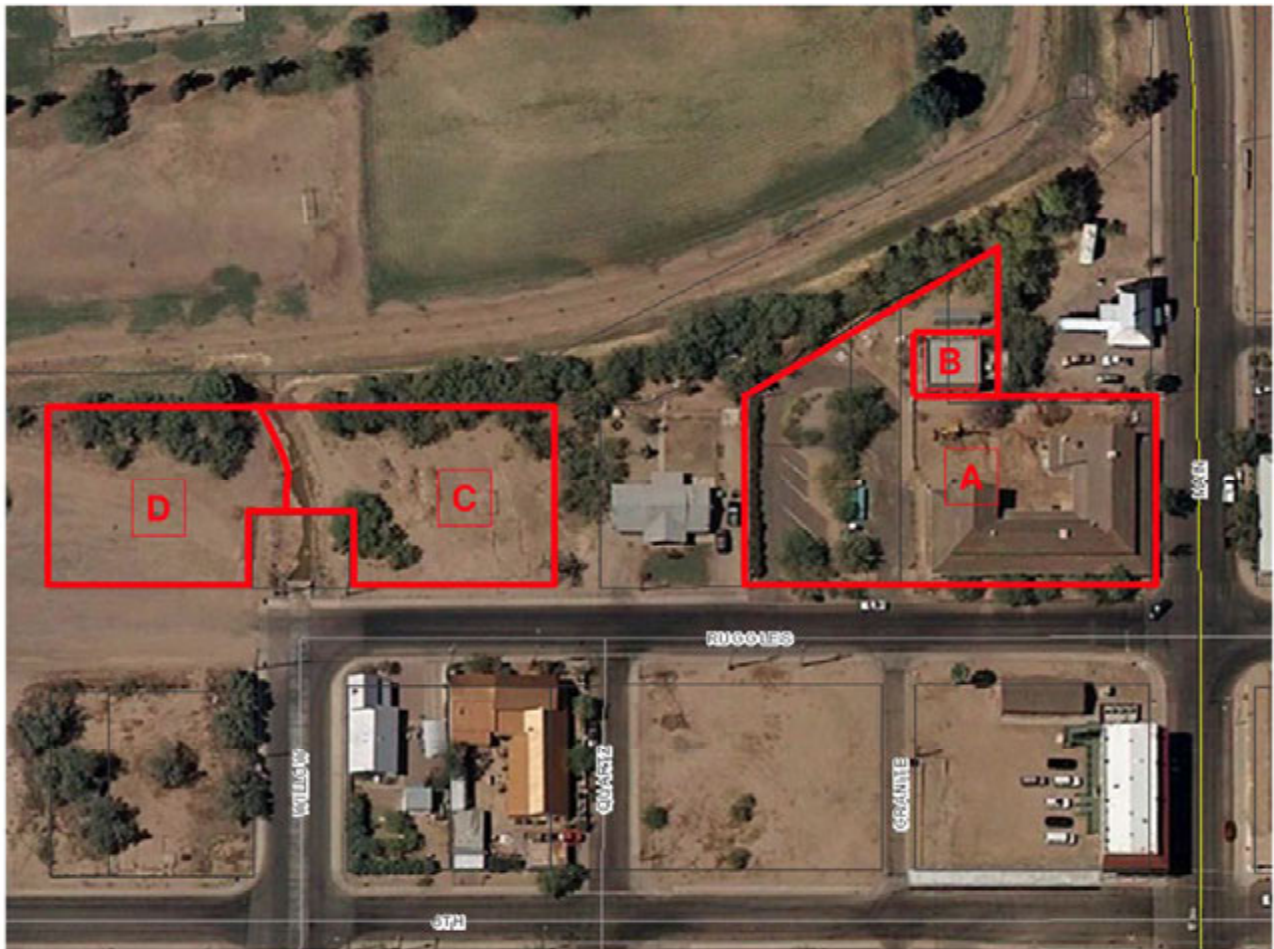
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**EXHIBIT 1**

**Map Depicting McFarland State Historic Park**

**N**







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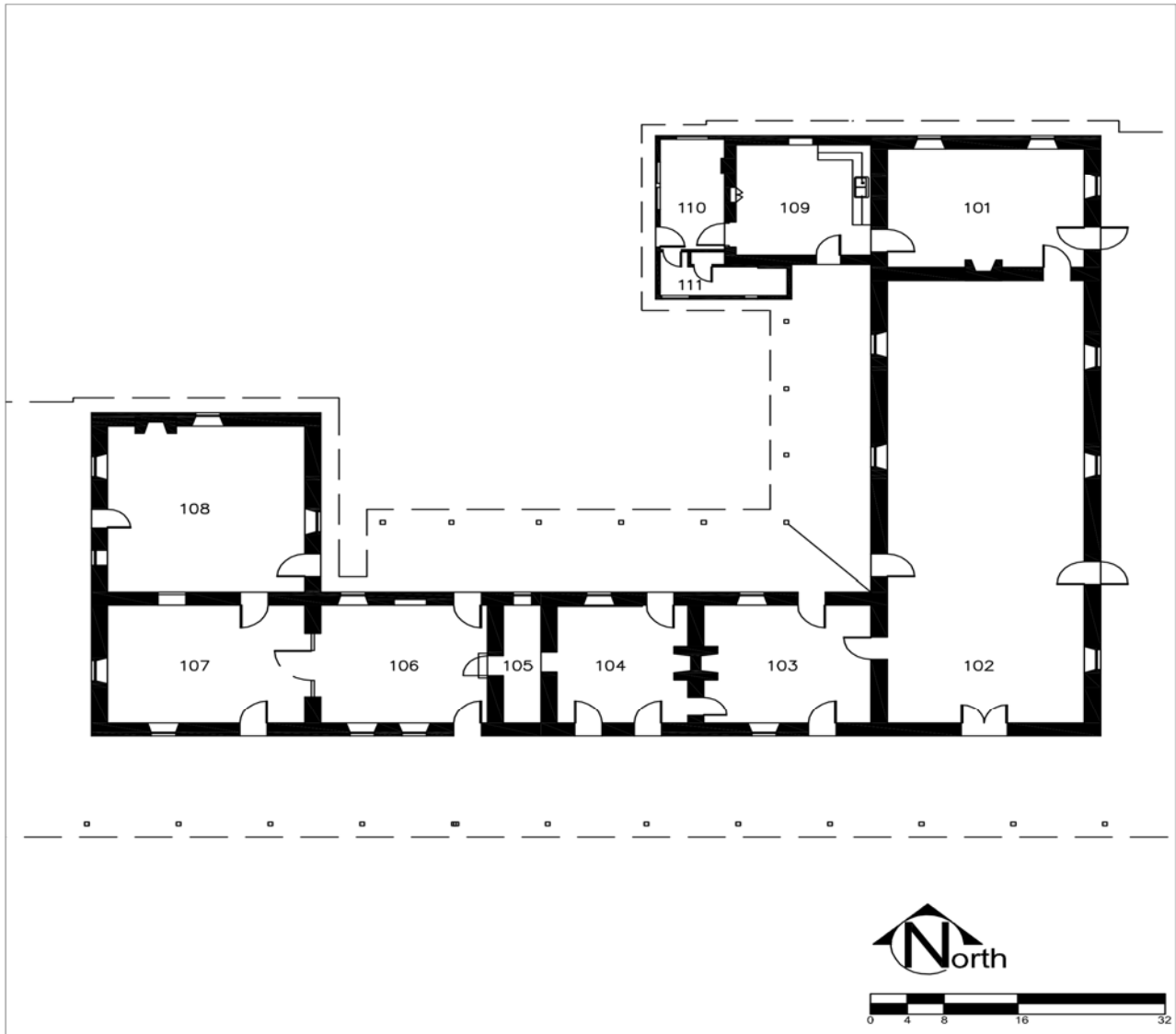
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**EXHIBIT 2**  
**Building Floor Plan McFarland State Park**



**PB-2-004, 0010**  
1878 Courthouse - 5,415sf  
1st Floor  
Jan. '09  
rev. Sept'10

**McFarland State Historic Park**  
24 W. Ruggles, Florence, AZ 85232  
**ARIZONA STATE PARKS**  
Development, M.Parisella





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EXHIBIT 3

Board ISA Ref No. PR19-048

McFARLAND STATE HISTORIC PARK

LIST OF POTENTIAL CONSTRUCTION IMPROVEMENTS

The Town will include resurfacing and striping of the parking lot as part of their pavement project.

The BOARD, as shown in Exhibit 2, will lay existing historical wood flooring in Room Number 108; make minor repairs to flooring in Room Number 102 and to exterior porch South East corner as deemed practicable by the Chief of Development for operating the PARK.

Replace existing monument sign.

Construct a wall along the northern boundary of the courtyard to effectively screen the PARK from the neighboring property.

Add trees to courtyard area.

Add benches to courtyard area.



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### EXHIBIT 4

#### ARIZONA STATE PARKS GIFT SHOP MERCHANDISE POLICY FOR ISA PARTNERS

##### PURPOSE

- The purpose of this policy is to provide written directives in regard to gift shop merchandise sold by the ISA Partner in Arizona State Park facilities.
- "ISA Partner" is defined as any firm or individual that has entered into an agreement, or permit, with Arizona State Parks for the operation of facilities in areas under the jurisdiction of Arizona State Parks.
- "Gift Shop Merchandise" is defined as products such as, but not limited to:
  - Art
  - Calendars
  - Clothing: sweatshirts, T-shirts, hats, etc.
  - Coasters, tiles, etc.
  - Collectable items
  - Jewelry
  - Key chains, refrigerator magnets, pens, pencils, etc.
  - Mugs, glassware, etc.
  - Packaged food gift items
  - Place mats, hot pads, etc.
  - Plush/stuffed animals
  - Postcards, greeting cards, note paper, etc.
  - Posters, CD's, tapes, slides, etc.
  - Publications: Books, maps, etc.
  - Toys and games
  - Water bottles, can coolers, etc.

##### ASPB LOGO

- The Arizona State Parks (ASPB) logo **shall not** be used on any customized products developed by the ISA Partner, unless authorized pursuant to a separate agreement providing for the license of trademark rights by ASPB to the ISA Partner.

##### PARK NAME

- The park name or park image may be used on customized products developed by the ISA Partner, subject to prior written approval of artwork or concept by ASPB. If applicable, this may require the execution of a separate agreement providing for the license of trademark rights by ASPB to the ISA Partner. Said permission to use the park name or image will be limited to the term of the ISA with ASPB.
- The ISA Partner shall not wholesale the customized products described above to other retailers; in other words, sale of these products shall be limited to the cooperatively managed sites identified in the agreement with ASPB.
- The ISA Partner shall not establish any type of logo, i.e. identifying symbol, using the park name.

##### MERCHANDISE

- Park, nature, environmental, cultural, and historical or recreation-oriented images are suggested as guidelines for gift shop merchandise product mix.
- ASPB reserves the right to require the ISA Partner to remove any product found to be objectionable, controversial, or beyond the scope of merchandise necessary for proper service to the public or that does not reflect the look and feel of an Arizona State Park. ASPB shall give the ISA Partner 30-calendar days' notice to sell, remove, or otherwise dispose of the product(s) in question. Failure to comply with this notice may be deemed a breach of the leasing contract.



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### ASPB PRODUCTS

#### 1. Quantities

The ISA Partner shall be required to purchase no less than 20% of the gift shop product inventory from the ASPB product line, if gift shop merchandise is sold by the ISA Partner.

Compliance with this policy will be assessed by ASPB on an annual basis. The ISA Partner's annual financial report shall include details of "Cost of Goods Sold" for ASPB products as compared to all other gift shop merchandise.

#### 2. Wholesale Pricing

The ISA Partner shall purchase the ASPB merchandise at **30% off the suggested retail price**. The ISA Partner is encouraged, but not restricted, to sell the product at ASPB's suggested retail price.

If ASPB has a **permanent markdown** on a particular item, the wholesale price will be reduced to **10% off the markdown retail price**.

For example, if a T-shirt retails for \$10.00, the ISA Partner will purchase from ASPB for \$7.00. If ASPB has a permanent markdown on this item to \$5.00, the ISA Partner will purchase from ASPB for \$4.50.

#### 3. Purchasing

The ISA Partner shall submit written requests for product orders to:

Arizona State Parks

Attn: Merchandise Coordinator

23751 N. 23<sup>rd</sup> Avenue Ste. 190

Phoenix, AZ, 85085

Tel: (602) 542-7121

FAX: (602) 364-1518

A Purchase Order, or other ordering document, will be acceptable. Allow four to six weeks for delivery.

All products are non-refundable, except if damaged in transit. Merchandise damaged in transit and shortages must be reported within 48 hours of receipt of shipment to the Merchandise Coordinator.

An invoice will be shipped with the merchandise. Payment is due within 30-calendar days of receipt of invoice.

#### 4. Other Distribution

ASPB retains the right to sell its products throughout the State Parks system, as well as various other retail outlets.



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**EXHIBIT 5**  
SPECIAL USE PERMIT APPLICATION MATERIALS PACKAGE

Follows on Next Page



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Special Use Permit Application Materials Package  
Arizona State Parks, 23751 N. 23<sup>rd</sup> Avenue Street Ste. 190,  
Phoenix, AZ 85085 [www.azstateparks.com](http://www.azstateparks.com) (602) 542-4174,

06-2019

Thank you for your interest in Arizona State Parks (ASPB). Our mission is:

*"Managing and conserving Arizona's natural, cultural and recreational resources for the benefit of the people, both in our parks and through our partners."*

Enclosed is information concerning our Special Use Permit program, instructions and application form.

*Why are Special Use Permits required?*

The reasons for requiring Special Use Permits are:

- To keep track of the activities occurring on state lands.
- To be able to require stipulations/conditions on uses to minimize impacts on the natural, recreational, historical and cultural resources we manage.
- To be able to educate users about proper recreational and stewardship practices.
- To maintain quality recreational experiences and to reduce user conflicts.
- To assure that uses on State lands are compatible with long-range management objectives for that particular property.

*Note: A Special Use Permit is not required for building, picnic or camping reservations unless requested by the Park Manager.*

*Why is there a fee for a Special Use Permit?*

- Special Uses differ from normal park use either by the nature of the activity or by the size of the group involved in the activity. In order to allow these activities, we have to accommodate each use or event outside of our normal operations. These accommodations invariably will increase out cost to provide services.
- Due to Legislative changes and mandates, ASPB receives substantially less General Fund monies (tax based) for our operations, salaries, or equipment. This means that we must rely heavily on our revenues (fees) as the source of funding that allows us to maintain our parks and provide a safe and enjoyable environment for our visitors.

Arizona State Park special use permits are divided into four categories, per R12-8-125;

1. Private Special Event

A Special Use Permit shall be issued for Private Special Events provided the following conditions are met:

- i. The person or entity has requested no more than 7 consecutive days of use, and no more than 14 days in any calendar year.
- ii. The Private Special Event does not significantly interfere with the public's use of the property.
- iii. No solicitation of funds, offering to sell any goods or services, advertising, or receiving money in exchange for any item or activity takes place on property owned or managed by the Arizona State Parks Board under a Private Special Event Special Use Permit.

2. Public Special Event

A Special Use Permit shall be issued for Public Special Events provided the following conditions are met:

- i. The person or entity has requested no more than 4 consecutive days of use per quarter, and no more than 16 days in any calendar year at any one park.
- ii. No more than two Public Special Event Permits shall be issued per day per park. Permits shall be issued on a first come, first served basis.

3. Festival Special Use

A Special Use Permit shall be issued for Festival Special Events provided the following conditions are met:

- i. The person or entity has requested the permit at least 120 days in advance of the event. Events with anticipated attendance greater than 1,500 people per day shall require application at least 180 days in advance of the event.



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- ii. The person or entity has provided a detailed plan regarding sanitary facilities, medical services, parking, food and drink facilities, booths and sponsorships, that complies with the requirements detailed in the Special Use policy, available from the Arizona State Parks Board. This plan must be submitted to the Arizona State Parks Board at least 90 days in advance of the event.
- iii. The person or entity has obtained any permits required from other entities, such as cities, counties, other municipalities, or governmental entities.
- iv. The person or entity has requested no more than 7 consecutive days of use, and no more than 14 days in any calendar year.
- v. Sponsorships. The person or entity requesting a Festival Special Use Permit may seek sponsorships for that festival or parts of that festival, provided that the sponsorships comply with the Arizona State Parks Board Policy and Procedures, available from the Arizona State Parks Board.
- vi. No more than one festival per day per park is allowed, and Festival Special Use permits shall be issued on first come, first served basis.

#### 4. Commercial Photography

A Special Use Permit shall be issued for Commercial Photography provided the following conditions are met:

- i. The person or entity has requested the permit at least 30 days in advance of the event.
- ii. The person or entity has requested no more than 7 consecutive days of use, and no more than 14 days in any calendar year.
- iii. Commercial Photography Special Use Permits shall be used only for actual filming and photography taking activities. No soliciting funds, offering to sell any goods or services, advertising, or receiving money in exchange for any item or activity shall take place on property owned or managed by the Arizona State Parks Board.

Depending on the type of scope of the event, the application and required additional documentation should be completed and preferably received by the specific Park facility 45 days in advance of the event date, but no later than 30 days prior to the event. Larger events may require submittal up to 180 days in advance. Contact the specific Park administration for other details. All applications received will be reviewed, but we cannot guarantee that every application will be approved.

If you have any questions about this process or the application form, please contact the Park Manager at the facility in which you are interested. We look forward to working with you in order to make your activity or event successful.

### PERMIT APPROVAL ADMINISTRATION

#### R12-8-125. Special Use Permits

- A. General terms and conditions. The Board shall issue a special use permit only subject to the following general terms and conditions:
  - a. An application for the special use permit is submitted less than one year before the planned special use;

Approval of permit application will require the following:

- A. All necessary paperwork; application, insurance, appropriate permits, licenses and inspections is preferably submitted at least 14 days before the proposed date of the use in order to allow for processing, review and verification. Larger events may require up to 6 months of advance notice.
- B. The park area or facility is available on the date or dates requested.
- C. All necessary approval authority signatures and notifications have been obtained/made.
- D. The applicable fee has been paid as listed in R12-8-109.
- E. The Arizona State Parks Board agrees that:
  - a. The use is a proper state park activity.
  - b. The use does not create an undue safety hazard to participants, spectators or general public.
  - c. The use is not destructive to the park resources.
  - d. The use does not present a serious use conflict with the general park-using public.
- F. Approvals are confirmed in writing only, and a responsible person will have the written approval on site for the duration of the use.



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Arizona State Parks, 23751 N. 23<sup>rd</sup> Avenue Street Ste. 190,  
Phoenix, AZ 85085 [www.azstateparks.com](http://www.azstateparks.com) (602) 542-4174,

FROM: Park Name  
Manager: Manager Name  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_

The following steps must be completed and documentation provided by the applicant in order to apply for a special use permit:

- A. Special Use Application form, with all applicable blanks completed by the applicant will be submitted at least 14 days prior to the proposed date of the use to the park administration as listed above. Larger events may require up to 6 months in advance. Requests will be prioritized on a "first come, first served basis" upon availability of the area requested.
- B. Indemnification Certificate, completed by the applicant, should be typed on the applicant's own letterhead and submitted with the Special Use Application form. Wording and format should be the same as the example distributed with application blanks.
- C. A Certificate of Insurance will be required. The minimum amount of required Comprehensive General Liability coverage will be \$1,000,000.00, and if applicable a minimum Workers' Compensation coverage and proof of automobile insurance (generally these are required for Commercial ventures). On the Certificate, the Arizona State Parks Board will be included as an additional insured party. For activity/use with relatively high liability risk, such as powerboat races, motion picture photography, public attractions, public commercial activity, etc. a higher level of liability coverage may be required and will be determined by consultation with the Risk Management Division of the Department of Administration. The Certificate of Insurance will be completed by the requesting party's insurance carrier and submitted with the Special Use Application form.  
  
Exception to this requirement is another State Level Governmental Agency or entity that is covered by the Department of Administration Risk Management Division. The Certificate of Insurance will not be required as the statutory requirements of A.R.S §41-621 apply.
- D. If this is a Public/Festival event, Applicant must certify that the event complies with the Americans with Disability Act and other similar legislation.
- E. Copies of all appropriate licenses, certificates and permits that may be required by State or local jurisdictions
- F. After review by appropriate Park staff, the applicant will be contacted concerning the status of the application, specific fee requirements and any other applicable stipulations and/or conditions that will be required by Arizona State Parks Board and listed on the Special Use permit form. Actual fees will be determined by Park administration.
- G. All State & Federal Statutes, Park Rules, County and Municipal ordinances and regulations remain in force during all activities. Any request for a variance or modification of any rule, stipulation or requirement must be submitted to the Park administration in writing prior to the event/use for review. Any stipulations and/or conditions will have the force of law and failure to comply may result in cancellation of the permitted use, and permittee can be cited for the rule violation.

*\*Additional insurance and stipulations may be required for the specific sale or dissemination of alcohol.*





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Phoenix, AZ 85085 [www.azstateparks.com](http://www.azstateparks.com) (602) 542-4174,

### ADDITIONAL INFORMATION

#### Restrictions: *(exceptions made with Park Managers approval)*

- No pets are allowed in the event/use area (this includes vendors).
- No glass containers are allowed in the event/use area.
- No weapons are allowed in the event/use area.
- No private vehicles are allowed in the event/use area.
- Event/use related vehicles will drop off supplies and equipment and then exit the area immediately.
- Event staff may not possess or consume alcoholic beverages while on duty.
- Vendors may not possess or consume alcoholic beverages at any time.
- All fire lanes must be left open and accessible.
- All events must end by 10:00 PM.
- Only security personnel may remain on site after hours only if approved in the original application process.
- Events must meet ADA requirements.

#### Additional Sanitation Needs

Dependent upon the type and the scope of the event/use and the actual park infrastructure of the location, additional facilities (vault toilets, port-a-johns) will be the responsibility of the permittee. The number of units required to adequately service the projected attendance will be determined by the Park staff. A minimum of one (1) chemical or portable toilet for every 225 people, or portion thereof attending the event. Five percent (5%) of these facilities must be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. Set-up, removal, maintenance and operational cleanliness will be the responsibility of the permittee.

#### Deposits

Refunds of deposits, whether partial or in full will be processed according to the refund guidelines as set by the Administrative Services Section. Allow up to 30 days for refund processing of the deposit.

#### Site Cleanliness & Cleaning Deposit

- Event/use area will be policed on an hourly basis.
- Trash will be removed from the area as receptacles become full.
- Dumpsters will be adequately sized to meet the event/use needs. A minimum of one 50-gallon refuse container or its equivalent shall be provided for each 100 persons anticipated. Refuse containers shall be readily accessible, and periodically checked and emptied as needed. Depending on the event location, activity, area, an adequately sized dumpster may be required.
- 4-mil trash bags will be sufficient quantity to meet the event/use needs.
- Parking areas specific to event/use will be policed on hourly basis.
- A cleaning deposit will be required from the permittee.
- Return of the deposit, in whole or in part, will be based upon a final post-event walk through with the Park Manager.

#### Water and Electric

Depending on the actual site location, telephone, water and electrical service may be limited. Special or additional needs may be the responsibility of the sponsor.

#### Verifiable Ticket Sales

This number is vital to allow the park and all necessary local entities such as LE and EMS services time to plan for the event's effect on the park and surrounding areas. Verification method to be agreed upon by both the park and the Event Organizer such as a CPA/event staff notarized statement, receipts, etc. Due date for this information will be agreed upon by the Event Organizer and the park.



## CONTRACT AGREEMENT

Between  
Arizona State Parks Board  
And  
Town of Florence

ASPB No. PR19-048

Town Ref No.

Re: McFarland State Historical Park

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Special Use Permit Application Materials Package  
Arizona State Parks, 23751 N. 23<sup>rd</sup> Avenue Street Ste. 190,  
Phoenix, AZ 85085 [www.azstateparks.com](http://www.azstateparks.com) (602) 542-4174,

### SPECIAL USE PERMIT FEE STRUCTURE

The negotiation of the daily fees will be based on the type, size and complexity of the production and will be based on the Special Use Permit Worksheet. Listed below are examples of fees that can be reasonably charged for specific “Adjustments” to the “Base Fee”.

#### Base Fee (per day)

Attendance: attendance will be reviewed by the park staff and permittee during the event.

Small Events	(50 - 100 participants, guests, spectators)	\$25.00
Medium Events	(101 - 250 participants, guest, spectators)	\$100.00
Large Events	(251 - 500 participants, guests, spectators)	\$150.00
Major Events	(501 – 1000 participants, guest, spectators)	\$300.00 +

#### Adjustments:

**Special Equipment:** Each Park location has different equipment and facility resources, and although some items may be considered standard, some equipment or facilities may or may not be available.

Fees charged may be different depending on park availability, set-up requirements, location, etc. An example would be if 15 additional tables are requested and the site is located at a boat camp on Lake Havasu, the fee could reasonably be increased due to the time and staffing needed to transport the tables to and from the site.

**Special Personnel Service:** Special personnel services “Staff Time” could include educational programs, parking services, staff supervision/security, special set up, construction or installation. Additional Staff Time: \$30.00/staff member/per hr.

**Other:** Special requests can be determined based upon individual parks facility or inventory.



# CONTRACT AGREEMENT

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ASPB No. PR19-048

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Special Use Permit Application Materials Package  
Arizona State Parks, 23751 N. 23<sup>rd</sup> Avenue Street Ste. 190,  
Phoenix, AZ 85085 [www.azstateparks.com](http://www.azstateparks.com) (602) 542-4174,

## ARIZONA STATE PARKS BOARD SPECIAL USE APPLICATION

1. **Use/Event Name:** \_\_\_\_\_

2. **Type of use:**  
Brief Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Non-Profit: \_\_\_\_\_ Private Party: \_\_\_\_\_ Commercial: \_\_\_\_\_  
Other: \_\_\_\_\_ For-Profit: \_\_\_\_\_ Non-Commercial: \_\_\_\_\_

3. **Date(s) of use:** \_\_\_\_\_ thru \_\_\_\_\_.  
Set-Up Date: \_\_\_\_\_ Tear Down Date: \_\_\_\_\_  
Start Time: \_\_\_\_\_ (am/pm) End Time: \_\_\_\_\_ (am/pm)  
Note: all events/uses must end by 10:00 pm.

4. **Area of Park requested:**  
Ramada \_\_\_\_\_ Grass area \_\_\_\_\_ Group area \_\_\_\_\_ Parking lot \_\_\_\_\_ Other \_\_\_\_\_

5. **Applicant Name:** \_\_\_\_\_

6. **Primary contact person:**  
Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone #: ( ) \_\_\_\_\_ Work #: ( ) \_\_\_\_\_ Ext.: \_\_\_\_\_  
Fax #: ( ) \_\_\_\_\_ Cell #: ( ) \_\_\_\_\_ Ext.: \_\_\_\_\_  
Email: \_\_\_\_\_

7. **Estimated attendance:** \_\_\_\_\_ per day.

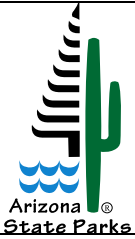
8. **Verifiable Ticket Sales** (indicate method and time frame below): \_\_\_\_\_  
Due: \_\_\_\_\_ before the event. \_\_\_\_\_  
(Method to be agreed upon by both the park and the Event Organizer such as a CPA/event staff notarized statement, receipts, etc. This number is vital to allow the park and all necessary local entities such as LE and EMS services time to plan for the event's effect on the park and surrounding areas.)

9. **Applicant certifies compliance with all appropriate A.D.A requirements for Public/Festival event:**  
\_\_\_\_\_ (Initial & date)

10. **Estimated # of Event staff:** \_\_\_\_\_ per day.

11. **Security requested Y / N**  
(Park administration may require security depending upon the nature of the event/use)

12. **Concession & Sales** (Attach separate sheet with list of all vendors & type)  
Food Vendors: \_\_\_\_\_ (Valid Health Permit required) Vendors: \_\_\_\_\_ (Valid Business License required)  
Games: \_\_\_\_\_ (Current Safety Inspection required) Rides: \_\_\_\_\_ (Current Safety Inspection required)



## CONTRACT AGREEMENT

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ASPB No. PR19-048

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**13. Sanitary facilities** (Items requested from the Park; please indicate number requested)

Perimeter fencing: \_\_\_\_\_ Picnic Tables: \_\_\_\_\_ Trash Barrels: \_\_\_\_\_  
Traffic Cones: \_\_\_\_\_ Other: \_\_\_\_\_ Other: \_\_\_\_\_

**14. Alcohol**

Security is required when alcohol is served. All Title IV laws remain in effect at all times.


Alcohol Prohibited \_\_\_\_\_ Beer Garden \_\_\_\_\_ (An area w/in the main event for the sale/consumption of beer)  
Alcohol Sold \_\_\_\_\_ Alcohol Served \_\_\_\_\_

**15. Indemnification certificate:** The indemnification (save harmless) is part of the approved permit. By signing the permit, the Permittee agrees to the conditions.

**16. Insurance verification** (attach copy).

**17. Other** (attach copy of any other pertinent information).

**18. Signature of Applicant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u> 10f.</b>
<b>MEETING DATE:</b> July 1, 2019  <b>DEPARTMENT:</b> Administration  <b>STAFF PRESENTER:</b> Jennifer Evans, Management Analyst  <b>SUBJECT:</b> Revocable License/Lease and Professional Service Agreement with the Greater Florence Chamber of Commerce for McFarland State Historic Park		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> <b>Regulatory</b> <input type="checkbox"/> <b>1<sup>st</sup> Reading</b> <input type="checkbox"/> <b>2<sup>nd</sup> Reading</b> <input type="checkbox"/> <b>Other</b>
<b>STRATEGIC PLAN REFERENCE:</b> <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:**

A motion to approve entering into a Revocable License/Lease and Professional Services Agreement with the Greater Florence Chamber of Commerce for McFarland State Historic Park.

**BACKGROUND/DISCUSSION:**

The Greater Florence Chamber of Commerce has managed operations at McFarland State Historic Park since June 2013. The current lease agreement with the Chamber ends on June 30, 2019 and the Chamber has agreed to enter into a new lease agreement with the Town. The term of the agreement is July 1, 2019 through June 30, 2020.

The agreement requires the Chamber to operate McFarland State Historic Park consistent with the terms of the Interagency Service Agreement between the Town and Arizona State Parks. The Chamber also will maintain and operate the Town’s visitors center, gift shop, and office space for its staff.

The Town will maintain the building and pay all utilities costs that include electricity, trash, water, and wastewater. In the previous lease agreement, the Chamber paid a fixed monthly fee of \$478 for utilities. The Chamber requested \$5,000 less in the Professional Services Agreement this year to eliminate the fixed rate billing for utilities.

**A VOTE OF NO WOULD MEAN:**

The Florence Chamber of Commerce will vacate McFarland State Historic Park.

**A VOTE OF YES WOULD MEAN:**

The Town will continue its agreement with the Greater Florence Chamber of Commerce to occupy and operate the Florence Visitors Center and McFarland State Historic Park.

**FINANCIAL IMPACT:**

The utilities costs were \$6,500 over the past 12 months. New thermostats were installed recently in the building which has resulted in lower electric bills in the past few months. Staff is monitoring monthly utility costs and expect costs to be lower in the next 12 months. The Town pays for general repairs and maintenance of the building.

**ATTACHMENTS:**

Revocable License/Lease and Professional Services Agreement  
Arizona State Parks and Town of Florence Interagency Service Agreement ASPB No.  
PR19-048

**NON-EXCLUSIVE**  
**REVOCABLE LICENSE/LEASE AND PROFESSIONAL SERVICE AGREEMENT**

1. **PARTIES:**

This Non-Exclusive Revocable License/Lease and Professional Service Agreement (the "Agreement" or "License"), is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 (the "Effective Date"), between the TOWN OF FLORENCE, an Arizona municipal corporation (the "Licensor" or "Town"), and the GREATER FLORENCE CHAMBER OF COMMERCE, a(n) Arizona non-profit corporation (the "Licensee" or "Chamber"). The Town and Chamber are sometimes referred to in this License collectively as the "Parties" and each individually as a "Party".

2. **RECITALS:**

2.1. Town entered into an Interagency Service Agreement ("ISA") Contract No. ASPB No. PR19-048 with the Arizona State Parks Board ("Board") for Town to cooperatively operate and maintain McFarland State Historic Park ("Park", "Licensed Area" or "Property") in the Town of Florence through **June 30, 2020**. The ISA is attached hereto and incorporated herein as **Exhibit "A"**. Through the ISA, the Board agreed that Town may contract with a third party to cooperatively maintain and operate the Park by providing, in part: staffing services for the operation of the Park, a location for Town's visitor's center and office space;

2.2. Town and Chamber have discussed the joint benefits to be derived by the Town permitting the Chamber to share in the use, maintenance and operation of the Park, and the Parties agree that it is in their mutual best interest to enter into this Agreement outlining the terms and expectations for the use, maintenance and operation of the Park by the Chamber;

2.3. Licensor, as operator of the Park, has control of Licensor's area located at 24 W. Ruggles Street, Florence, Arizona 85132 (the "Property"). Licensee desires to license from Licensor on a revocable, non-exclusive basis the Property depicted in **Exhibit "A"** and more particularly described in Exhibit 1 and Exhibit 2 of the ISA attached hereto and incorporated herein;

2.4. Licensee, along with the Town, desires to cooperatively maintain and operate the Property as a state park consistent with the terms of this Agreement and the ISA incorporated herein, and Licensee further desires to maintain and operate the Town of Florence visitor center, gift shop and the Chamber of Commerce operations office in the Licensed Area, including providing staffing and professional curation services;

2.5. Licensee understands and agrees that the Board, pursuant to the ISA, may provide maintenance and general upkeep for the exterior of the buildings, improvements and the grounds/landscaping on the Property. Further, Licensee understands and agrees that the Board may utilize Department of Corrections inmate

labor for such maintenance tasks described herein. Licensee understands and agrees that the Board will maintain management oversight over the Park to ensure that the feel of the Park remains consistent with and comparable to other Board facilities, and Licensee agrees to cooperate with the Board and Town to achieve such goals. Licensee understands and agrees that the Board will visit, inspect, and monitor all or any portions of the Park to ensure operations compliant with the ISA, including the Board's maintenance of the Archives Building on Parcel B of the Property;

2.6. Licensee understands and agrees that it shall be jointly responsible, along with the Licensor, for compliance with all terms of the ISA, including but not limited to, obligations itemized in Section IV of the ISA such as individual competencies and training, artifact collections, transition and storage, gift shop operation and merchandise and marketing; and

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

### 3. AGREEMENTS:

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

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

3.2. GRANT OF NON-EXCLUSIVE LICENSE. Licensor hereby grants Licensee a non-exclusive license to use the Licensed Area subject to the terms and conditions of this License.

#### 3.3. USE OF LICENSED AREA AND LICENSEE RESPONSIBILITIES.

3.3.1. Use. Town and Chamber entered a Professional Services Agreement dated June 17, 2019 for Chamber to provide Services which include operation of the Town of Florence Visitors Center and certain responsibilities at McFarland State Historic Park. Licensee shall use the Licensed Area only for the purpose of routine Chamber of Commerce operations and to provide the Services referenced herein and described in the Professional Services Agreement with the Town dated June 17, 2019 (the "Use").

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



3.3.2. Chamber's responsibilities shall also include:

1. Maintain and operate the Park, including, but not limited to, maintaining regular business hours and a visitors information service for the benefit of the Parties.
2. Maintain and operate the Town of Florence Visitors Center.
3. Comply with the requirements of the ISA.
4. Maintain and operate the Park's gift shop.
5. Maintain data regarding attendance, passes, revenues, costs for programs, classes and special events, daily operating costs, Junior Ranger Program contacts and regularly report the same to Town.

3.3.3. Town's responsibilities at the Park shall include:

1. The Town shall maintain the power, heating and refrigeration units of the Licensed Area and shall keep and maintain the inside walls, floors, doors, ceiling and partitions.
2. The Town will pay all utilities costs such as electricity, trash, water and wastewater.
3. The Town shall have the right to enter the Licensed Area at any time to make repairs or improvements.

3.4. TERM.

3.4.1. Term. Except as provided in this License, the Term of this License shall commence on the Effective Date and shall automatically terminate on **June 30, 2020**, unless earlier terminated. Notwithstanding the foregoing, Town and Chamber hereby acknowledge and agree that this Agreement shall automatically terminate and be of no force or effect upon the termination, cancellation, revocation or abandonment of the ISA.

3.4.2. Early Termination by Licensee or Licensor. Any provision of Subparagraph 3.4.1. to the contrary notwithstanding, Licensor or Licensee has the right to terminate, suspend or abandon this Agreement for cause or convenience, or to terminate any portion of the Services with sixty (60) days notice. Licensor or Licensee may terminate this Agreement, or any part thereof for its sole convenience, at any time without penalty or recourse.

3.4.3. Days/Hours of Use. Licensee shall use and occupy the Licensed Area for the Use designated by the Town during the times designated by the Town for the Use (the "Use Period").

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

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

3.7. SALES/USE TAXES. Licensee shall pay all privilege, use, sales, gross proceeds or like taxes, now or hereafter levied, assessed or imposed by any governmental authority upon any fee, use or other payments required to be paid by Licensee hereunder.

3.8. INSURANCE.

3.8.1. All Risk Insurance. During the Term, Licensor shall keep the Licensed Area insured against loss or damage by fire, theft and the hazards covered by what is known as the all risks, extended coverage insurance, in an amount which Licensor shall determine in Licensor's sole discretion (the "All Risk Insurance"). Licensee shall not commit or permit any acts on or about the Licensed Area which may in any way impair or invalidate the All Risk Insurance.

3.8.2. Personal Property Insurance. During the Term, Licensee, at Licensee's sole cost, shall obtain extended coverage insurance for Licensee's personal property, if any, brought by or used by Licensee on or about the Licensed Area during the Use Period.

3.8.3. Liability Insurance. Licensee shall provide coverage with limits of liability not less than those stated below:

**Minimum Scope and Limits of Insurance:** Licensee shall provide coverage with limits of liability not less than those stated below.

Commercial General Liability – Occurrence Form

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

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

The Policy shall be endorsed to include the following additional insured language:

“The State of Arizona and the Arizona State Parks officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of activities to liability performed by or on behalf of the Licensee”.

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

**Business Automobile Liability**

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

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

The policy shall be endorsed to include the following additional insured language: “The State of Arizona and Arizona State Parks officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Licensee, involving automobiles owned, leased, hired or borrowed by the Licensee”

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

**Workers Compensation and Employer’s Liability**

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

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

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

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

The State of Arizona, its department, agencies, boards, commissions, universities and its officers, officials, agents and employees and the other governmental entity wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Licensee even if those limits of liability are in excess of those required by the Agreement.

The Licensee's insurance coverage shall be primary insurance with respect to all other available sources.

The Licensee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Licensee shall not be limited to the liability assumed under the indemnification provisions of its contract with the other governmental entity(ies) party to the ISA.

Notice of Cancellation: Each insurance policy required by the insurance provisions of this Agreement shall not be suspended, voided, cancelled, reduced in coverage or in limits except after 30-calendar days prior written notice has been given to the State of Arizona and Town.

Such notice shall be sent directly to Arizona State Parks, 23751 North 23<sup>rd</sup> Avenue, Suite 190, Phoenix, AZ 85085 and to Town, and shall be sent by certified mail, return receipt requested.

Acceptability of Insurers: Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with "A.M. Best" rating of not less than A-VII. The State of Arizona and Town in no way warrant that the above required minimum insurer rating is sufficient to protect the Licensee from potential insurer insolvency.

Verification of Coverage: Licensee shall furnish the State of Arizona and Town with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the State of Arizona and the Town before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Agreement shall be sent directly to Arizona State Parks, 23751 North 23<sup>rd</sup> Avenue, Suite 190, Phoenix, AZ 85085 and the Town. The State of Arizona project/contract number and project description must be noted on the certificate of insurance. The State of Arizona and Town reserve the right to require complete, certified copies of all insurance policies required by this Agreement at any time. Do not send certificates of insurance to the state of Arizona's Risk Management Division.

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

Approval: Any modification or variation from the insurance requirements in this Agreement must have prior approval from the State of Arizona Department of Administration Risk Management Division and Town, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

Town reserves the right to amend the requirements herein at any time during the Agreement subject to at least (5) days written notice. The Licensee shall require any and all subcontractors to maintain insurance as required herein naming Town, State of Arizona and Licensee as "Additional Insured" on all insurance policies, except Worker's Compensation, and this shall be reflected on the Certificate of Insurance and Endorsements. The Licensee's insurance coverage shall be primary insurance with respect to all other available sources. Coverage provided by the Licensee shall not be limited to the liability assumed under the Indemnification provision of this Agreement. To the extent permitted by law, License waives all rights of subrogation or similar rights against Town, its Mayor and council members, officials, agents, representatives, officers, volunteers and employees. All insurance policies, except Workers' Compensation required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, Town, its Mayor and council members, agents, representatives, officers, directors, officials, volunteers and employees as Additional Insureds. Town reserves the right to require complete copies of all insurance policies and endorsements required by this Agreement at any time. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

### 3.9. REPAIRS TO LICENSED AREA.

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

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

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

### 3.10. INDEMNITY AND RELEASE.

3.10.1. Licensee's Indemnity of Licensor. Licensee shall and does hereby agree to indemnify, defend and hold Licensor and Licensor's elected officials, officers, council members, agents and employees (collectively the "Indemnitees") harmless from and against all liabilities, obligations, losses, damages, actions, fines, penalties, claims, suits, costs, charges and expenses, including but not limited to reasonable attorneys' fees and professional, expert or consultant fees (including such expenses incurred in any attempt to enforce this indemnification provision), which may arise out of, in connection with, resulting from or related to in any manner, directly or indirectly with: (i) this License; (ii) Licensee's failure to comply with the provisions of any federal, state, or local statute, ordinance, or regulation; or (iii) any use of the Property and Licensed Area by Licensee, Licensee's participants, employees, customers, agents, invitees, licensees, or guests.

3.10.2. Licensee's Defense of Licensor. In the event that any action or proceeding shall at any time be brought against any of the Indemnitees by reason of any claim referred to in Paragraph 3.10.1, Licensee, at Licensee's sole cost and upon at least 10 days' written notice from Licensor, shall defend the same with counsel acceptable to Licensor, in Licensor's sole discretion. It is agreed that the Licensee will be responsible for primary loss investigation, defense, and judgment costs where this indemnification applies. Insurance provisions set forth in this License are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this section 3.10 shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions set forth in this License. The Licensee's obligations and waivers under this section 3.10 shall survive the expiration or earlier termination of this License.

3.10.3. Release of Licensor. Except for Licensor's gross negligence, Licensee, on its own behalf and on behalf of its successor and assigns, shall and does hereby release Licensor and the Indemnitees for all liabilities and claims incurred by Licensee based on Licensee's use of the Property and Licensed Area.

3.10.4. Indemnity Against Licensee's Breach. Licensee shall and does hereby agree to indemnify, defend and save the Indemnitees harmless against all claims arising from any breach or default on Licensee's part in the performance of any covenant or agreement of Licensee under this License.

3.10.5. Survival. Licensee's obligations and waivers under this Paragraph 3.10 shall survive the expiration or earlier termination of this License.

3.11. Acceptance of Licensed Area. Licensee has examined the Licensed Area, and Licensee hereby accepts the Licensed Area "as is" and "where is" and Licensee shall and does hereby waive all claims Licensee, now or hereafter may have, against Licensor arising out of or in any way attributable to the physical status or condition of the Licensed Area. Licensee acknowledges that Licensor has not made any

representations or warranty, express or implied, as to the suitability of Licensed Area for the Use.

### 3.12. DEFAULTS/REMEDIES.

3.12.1. Events of Default. An Event of Default by Licensee shall exist upon the occurrence of any of the following: (i) the nonpayment of any sums on its stated date due; or, (ii) the nonperformance by Licensee of any other covenant or condition set forth herein, which shall not be fully cured, within 3 days after Licensee's receipt of written notice from Licensor of Licensee's nonperformance.

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

3.12.2.1. immediately terminate this License;

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

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

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

3.12.2.5. Licensee shall and does hereby waive all claims or demands that may be caused by Licensor on re-entering and retaking possession of the Licensed Area as hereinabove provided and all claims and demands for damages or loss of property belonging to Licensee or any other person that may be on or about the Licensed Area at the time of such re-entry;

3.12.2.6. in addition to Licensor's rights upon default specified herein, Licensor shall be entitled to all other rights provided in law or equity. The various rights, options or remedies of Licensor contained in this License shall be cumulative and no one of them shall be construed as exclusive of any of the others; and,

3.12.2.7. all sums which are due and payable in accordance with this License and which are not paid in full on or before their due date shall thereupon bear interest at 10% per annum until paid in full.

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

3.14. MISCELLANEOUS PROVISIONS.

3.14.1. Security Monitoring. Licensor shall pay for all security monitoring serving the Licensed Area during the Use Period.

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

3.14.3. Assignment.

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

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

3.14.4. Attorneys' Fees. If there is any litigation between Licensor or Licensee to enforce or interpret any provisions or rights arising under this License, the unsuccessful party in such litigation, as determined by the Court (as defined below), agrees to pay the successful party, as determined by the Court, all costs and expenses, including, but not limited to, reasonable attorneys' fees incurred by the successful party, such fees to be determined by the Court and not a jury.

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

If to Licensor:

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



If to Licensee:

Greater Florence Chamber of Commerce  
Attn: Executive Director  
P. O. Box 929  
24 W. Ruggles Street  
Florence, AZ 85132

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

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

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

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

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

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

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

extension of the License is in effect, an employee of or a consultant to any other party to this License with respect to the subject matter of the License.

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

3.14.14. Waiver. None of the provisions of this Agreement shall be deemed to have been waived by any act or knowledge of any party or its agents or employees, but only by a specific written waiver signed by an authorized officer of such party and delivered to the other party. One or more waivers by either Party of any provisions, terms, conditions, or covenants of this Agreement shall not be construed as a subsequent breach of same by the other Party.

3.14.15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, binding on all of the Parties. The Parties agree that this Agreement may be transmitted between them via facsimile. The Parties intend that the faxed signatures constitute original signatures and that a faxed contract containing the signatures (original or faxed) of all the Parties is binding upon the Parties.

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

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

3.14.17. Survival. All warranties, representations and indemnification by Licensee shall survive the completion, expiration, cancellation, abandonment or termination of this Agreement.

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

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

**LICENSOR:** TOWN OF FLORENCE, an Arizona municipal corporation

By: \_\_\_\_\_  
Its: Mayor

**ATTEST:**

\_\_\_\_\_  
Lisa Garcia, Town Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Clifford L. Mattice, Town Attorney

**LICENSEE:** GREATER FLORENCE CHAMBER OF COMMERCE, an Arizona non-profit corporation

By: \_\_\_\_\_  
Its: Board Chair

**Exhibit "A"**  
to Non-Exclusive Revocable License/Lease and Professional Service Agreement

**DESCRIPTION OF LICENSED AREA and ISA**

The Licensed Area shall include only the portion of the Property described in Exhibit 1 and Exhibit 2 to the ISA, and such areas delineated in the sole discretion of the Town.



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Arizona State Parks Board  
And  
Town of Florence

ASPB No. PR19-048

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This Agreement is made between TOWN OF FLORENCE (the “TOWN”), a political subdivision of the State of Arizona, and the ARIZONA STATE PARKS BOARD (the “BOARD” or “PARKS”), an agency of the State of Arizona. Individually either of these entities may be referred to as “PARTY” and collectively they may be referred to as “PARTIES”.

### I. AUTHORITIES

#### A. BOARD:

1. A.R.S. § 41-511.03 authorizes the BOARD to select, acquire, preserve, establish and maintain areas of historical interest for the education, pleasure, recreation, and health of the people.
2. A.R.S. § 41-511.04 (A) (2) authorizes the BOARD to manage, develop and operate state parks.
3. A.R.S. § 41-511.04 (A) (6) authorizes the BOARD to enter into agreements with other local governments to protect state parks.
4. A.R.S. § 41-511.05 (2) authorizes the BOARD to enter into Agreements to perform its duties.
5. A.R.S. § 41-511.10 authorizes the BOARD to reject any donations, gifts or properties it finds unsuitable.

#### B. TOWN:

1. A.R.S. § 9-494 (A) authorizes the TOWN to establish and maintain public parks and to acquire, hold and improve real property for that purpose.
2. A.R.S. § 11-931 through -933 authorizes the TOWN to establish public parks and to enter into cooperative agreements to maintain and administer public parks.

### II. RECITALS

- A. **WHEREAS**, McFarland State Historic Park (hereinafter called “PARK”), is owned and operated by the BOARD, and,
- B. **WHEREAS**, the BOARD is the owner of, and has the authority to manage the PARK, to acquire, manage, and plan state historic sites, and to contract with governmental entities to accomplish these purposes; and
- C. **WHEREAS**, the TOWN has the statutory authority to establish and maintain public parks; and on March 17, 2010 the TOWN Council authorized the TOWN Administrator to execute an agreement with the BOARD to operate the PARK; and
- D. **WHEREAS**, it is understood and agreed by the PARTIES that the TOWN will be expending money from time to time for the purpose of making appropriate and necessary repairs and improvements to the PARK; and
- E. **WHEREAS**, the TOWN and the BOARD recognize the importance of keeping the PARK open to the public at this time, and further recognize that the current budget deficits of the State of Arizona make it difficult for the BOARD to commit adequate funds to operate and maintain the PARK; and
- F. **WHEREAS**, the TOWN is willing and able to cooperatively maintain and operate the PARK for a period of time; and
- G. **WHEREAS**, the TOWN is willing to contribute its expertise, property and exhibits to this cooperative agreement; and



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H. **WHEREAS**, both TOWN and the BOARD agree that responsibility for maintenance and operational expenses will be resumed by the BOARD when it is able to do so;

**NOW, THEREFORE**, the PARTIES agree as follows:

### III. PURPOSE

- A. The BOARD enters into this Agreement with the TOWN to cooperatively maintain and operate the PARK. The PARK is located at 24 W. Ruggles Street, Florence, Arizona 85132, as shown in Exhibit 1 attached and made part of this Agreement.
- B. The PARTIES anticipate that when the BOARD believes it has sufficient funds to operate the PARK, the BOARD will resume operation of the PARK.
- C. The BOARD and TOWN will work together to develop a plan of operation for the PARK that may include continued financial support from the TOWN for the operation of the PARK.

### IV. RESPONSIBILITIES

#### A. BOARD:

1. **FUNDING**. The BOARD may provide funding, if available, for emergency maintenance repairs and/or construction improvement projects agreed upon by the PARTIES to this Agreement.
2. **VISITS and INSPECTIONS**. The BOARD will periodically visit, inspect, and monitor all or any portions of the PARK to ensure compliance with the terms and conditions of this Agreement. BOARD staff may interview TOWN personnel and volunteers, take photographs, examine documents, take notes and record data during these site inspections. The BOARD will provide a written report of its findings to the TOWN within a reasonable time after the visit. If deficiencies are found, the BOARD may require corrective actions be implemented by the TOWN or may take corrective action as permitted by this Agreement.
3. **LANDSCAPE MAINTENANCE**. The TOWN will provide routine grounds maintenance and upkeep of the exterior premises of the PARK. The TOWN may utilize Department of Corrections inmate labor for this task.
4. **The BOARD** will retain responsibility of the Archives Building located on Parcel B (Exhibit 1) with the exception of the restrooms, which will be operated and maintained by the TOWN.
5. **MANAGEMENT OVERSIGHT**. The BOARD agrees that it will maintain management oversight over the PARK to ensure that the feel of the PARK remains consistent with and comparable to other BOARD facilities.

#### B. TOWN:

1. **PARK IDENTITY**. The TOWN agrees that the PARK name will remain *McFarland State Historic Park* and it shall be referred to as such in all literature and signage. With written permission from the BOARD, the TOWN may add verbiage to the name such as "Operated cooperatively by the TOWN and the Florence Main Street Program" or other such descriptive variant and may reference the fact that the Main Street Program visitor center is located within the PARK.



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2. **PARK CONTACT INFORMATION.** The TOWN shall keep and maintain all current contact information for the PARK, i.e. telephone numbers, addresses, P.O. boxes, etc. This will avoid misinformation and confusion that could result from changing this information.
3. **COMPLIANCE WITH LAW.** The TOWN shall make those efforts necessary to ensure that the PARK is not used for any unlawful purpose, and ensure that it does not cause, maintain or permit any nuisance in, on or about the PARK.
4. **The TOWN** agrees to operate and maintain Parcels A, C & D (Exhibit 1) with the following stipulation. Parcel D may be used as an overflow area for the TOWNS Public Works Department, provided no potentially hazardous material or debris is introduced therein. The TOWN also agrees to operate and maintain the restrooms located on Parcel B.
5. **BUILDING MAINTENANCE.**
  - a. The TOWN is responsible to maintain the interior and exterior of the building, as shown in Exhibit 2. Maintenance means, “those activities necessary to keep a facility in good working order and professional in appearance,” and the TOWN agrees that it will keep the facilities of the PARK in at least as good a condition as other TOWN-maintained facilities. Construction Improvements, as referenced in Section IV, C are not considered to be maintenance, and are not the responsibility of the TOWN.
  - b. In the event of a life safety emergency or natural disaster affecting either the interior or exterior of the PARK, the TOWN shall immediately contact the BOARD’s Chief of Development to report the extent of the emergency. In time-critical situations, when the Chief of Development is unavailable, the TOWN may temporarily protect and stabilize the affected portions of the PARK until the BOARD’s Chief of Development can assess the damage and repairs can commence. The TOWN shall follow-up with a written report. Emergency construction repairs to the PARK shall be the responsibility of the BOARD and will proceed as soon as practicable.
6. **UTILITIES.**
  - a. The TOWN agrees to pay 100% of all utility costs for phone, gas, internet, alarm system(s), trash, water, and wastewater of the PARK during the time the PARK is operated and maintained cooperatively with the TOWN.
  - b. The TOWN shall be responsible for all electrical usage costs associated with the existing electrical meter connected to the Courthouse Building.
  - c. The PARK shall be responsible for all electrical usage costs associated with the newly installed electrical meter for the Archive Building.
7. **LIENS.** The TOWN shall keep the PARK free from any liens arising out of any work performed, materials furnished or obligations incurred by the TOWN.
8. **ASSIGNMENT AND SUBLETTING.**
  - a. The TOWN may not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, or encumber this ISA or any interest therein.
  - b. The BOARD agrees that the TOWN may execute a Professional Services Agreement (“PSA”) and Lease Agreement (“Lease”) with third party (“PARTY”) to provide:



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- i. Staffing services for the operation of the PARK, a location for the TOWN's visitor center and office space.
- ii. The PSA is not prohibited by this paragraph and the PSA will incorporate the terms of this ISA by reference.
- iii. The TOWN shall notify the BOARD if any terms of the PSA change, including the identity of any PARTY to the PSA, by providing 20-calendar day advanced written notice of this change.
- iv. Any PSA shall terminate upon termination of this Agreement.

### 9. INFORMATION REPORTING.

- a. The TOWN shall report the following information monthly to the Fiscal Services Section of the BOARD'S Administrative Services Division on forms supplied by the Section:
  - i. Day use attendance
  - ii. Day use revenues
  - iii. Visitors utilizing the annual pass
  - iv. Concessionaire revenues
  - v. Gift Shop revenues
  - vi. Special Event revenues
  - vii. Donation revenues
  - viii. Total operating costs (daily)
  - ix. Junior Ranger Program Contacts
  - x. Attendance, revenue, and costs for programs, classes and special events.
- b. The TOWN shall submit reporting information electronically in Microsoft Excel format by email to [fiscal@azstateparks.gov](mailto:fiscal@azstateparks.gov).
- c. Upon request by the BOARD, the TOWN shall provide supporting details of monthly report(s) as defined in this section.

### C. Shared Responsibilities of the BOARD and the TOWN:

1. **CONSTRUCTION IMPROVEMENTS.** The TOWN and the BOARD recognize that some of the facilities in the PARK are in need of maintenance, repair or replacement. A list of potential construction improvements is attached as Exhibit 3. To the extent possible, the TOWN and the BOARD will work together to secure funds for these construction improvements. Construction improvement projects include any construction, renovation, repair or replacement of any facilities at the PARK, as deemed necessary to operate the PARK by the Chief of Development of the BOARD.
  - a. The TOWN shall provide project management services to complete design of construction improvement projects agreed to by the PARTIES.
  - b. All construction improvement projects on the PARK shall be contracted and procured by the TOWN in conformance with current TOWN procedures. All construction must comply with the Arizona Registrar of Contractors Statutes and Rules.
  - c. The TOWN shall create and provide a detailed scope of work, with plans and specifications sealed by an Arizona Registered Architect or Engineer, for any





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construction improvement projects, and shall provide this scope of work, including the plans and specifications, to the BOARD's Chief of Development.

- d. Prior to beginning any construction, the TOWN shall receive written approval of said Scope of Work and plans and specifications, from the BOARD's Chief of Development. This approval is for scope, type, quantity and location only. The TOWN is responsible for design and code compliance including the requirements of the State Fire Marshall. The Chief of Development shall have adequate time to review, for approval, all required documents submitted by the TOWN. Upon completion of each project, the TOWN shall submit to the Chief of Development, a sealed copy of AS-BUILT DRAWINGS on CD or DVD media.
- e. The TOWN shall obtain all necessary permits, concurrences and authorizations, required. Copies of all permits, concurrences and authorizations shall be submitted to the BOARD's Chief of Development with a detailed schedule of progress for said project(s).
- f. Any repairs to historic buildings that affect building materials or character-defining elements shall be discussed with the BOARD's Chief of Development to ascertain whether or not the repair shall require review and approval of State Historical Preservation Office (SHPO).
- g. All previous Historic Structures Reports, Building Conditions Assessments or Historic Building Preservation Plans that have been completed for the BOARD or SHPO shall be used as a basis for repairs, improvements or construction improvement projects.
- h. All improvements, repairs and installations to historic buildings shall meet the Secretary of the Interior's Standards for historic structures. The Chief of Development will consider all improvements, repairs and installations complete upon his final approval.
- i. Permanent structures constructed on the PARK shall become the property of the BOARD upon the expiration or termination of this Agreement.

## 2. INDIVIDUAL COMPETENCIES AND TRAINING.

- a. Any individual working in the PARK, either paid or unpaid, shall be familiar with:
  - i. The significance of the facility and the reasons why it is part of the Arizona State Park system.
  - ii. Care and maintenance of artifacts and museum collections.
  - iii. Visitor contact and interpretive education practices.
- b. Examples of Park staff duties include, but are not limited to:
  - i. Inspecting grounds, equipment, buildings and museum facilities for necessary repairs, security and safety problems or hazards.
  - ii. Serving as an interpretive guide and providing information and programs to the visiting public.
- c. The BOARD will conduct training programs at the PARK covering the topics listed above. Any individual working at the PARK must attend this training within the first three months of their work at the PARK.



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### 3. ARTIFACT COLLECTIONS.

- a. The TOWN will properly protect and care for artifact collections located within the PARK and will follow standard museum practices described in *The National Park Service Museum Handbook*. An electronic version of this handbook shall be provided to the TOWN by the BOARD.
- b. The TOWN will be solely responsible for the safety of artifacts on display, exhibits and library items. The BOARD will remain responsible for non-displayed artifacts stored at the PARK, and these objects will not be available for inspection, research or display without specific permission from the Cultural Resources staff of the BOARD. Should the TOWN wish to display and exhibit certain of the non-displayed artifacts, the BOARD will consider providing those artifacts upon the presentation of and mutual agreement on an exhibit plan.
- c. The TOWN will provide and monitor proper heating, cooling and ventilation for the buildings. Open Windows must have proper screening to prevent insect infestation.
- d. The TOWN will routinely clean and maintain the buildings and the exterior of exhibit cases. The TOWN must consult with the Cultural Resources staff of the BOARD prior to cleaning furnishings and/or if access to the interior of exhibit cases is needed.
- e. The TOWN shall maintain and monitor security to protect the artifact collections and exhibits in the PARK. This includes the upkeep of the security system and monitors in the buildings and museum, as well as visual inspection of the grounds.
- f. The TOWN will maintain and monitor outside interpretive panels and exhibits.
- g. The TOWN will immediately report any damage to or theft of artifacts or exhibits to the BOARD and to the police of the local jurisdiction.
- h. The BOARD will also regularly monitor the historic resources, including the buildings, museum and grounds.
- i. If the TOWN wants to move, handle, rearrange, change, repair, or conserve any of the artifacts, it must secure advance permission from the BOARD in writing. Similarly, any planning, rearranging, moving, or changing of exhibits requires prior consultation in writing and approval from the BOARD.
- j. The PARK contains both artifacts in the collection and educational objects. Educational objects may be used by the TOWN for demonstration purposes, whereas artifacts may not. The BOARD will provide the TOWN a list of educational objects prior to the expiration of the 30-business day transition period.
- k. The collections at the PARK may include objects on loan from individuals or other institutions. The BOARD will inform the TOWN of any special requirements relating to these artifacts.
- l. Any donations of artifacts or archival materials offered to the PARK shall be approved by the cultural resources staff of the BOARD prior to acceptance, and shall become property of the BOARD. BOARD procedures for donations of artifacts or materials shall be followed.



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#### 4. STORAGE

- a. The BOARD shall use the McFarland Archives building, located on Parcel B, to store BOARD property and equipment.

#### 5. GIFT SHOP OPERATION AND MERCHANDISE.

- a. The TOWN will operate the gift shop area of the PARK so that it retains the look and feel of an Arizona State Park gift shop. Any alterations to the existing configuration of the gift shop area must be pre-approved by and done in consultation with, the gift shop staff of the BOARD. The TOWN shall retain all revenue from the operation of the gift shop. Starting in May 2013, The PARTIES agree that the TOWN may, at its discretion, operate a gift shop. If the TOWN chooses to operate a gift shop, paragraphs b. through d. apply.
- b. All gift shop furniture and fixtures remain the property of the BOARD and shall not be altered, removed or disposed of by the TOWN without written permission from the gift shop staff of the BOARD.
- c. The BOARD will make gift shop merchandise available to the TOWN for purchase, subject to the terms and conditions specified in Exhibit 4, ASPB Gift Shop Merchandise Policy. Gift shop merchandise shall only be sold at the PARK. The BOARD must receive initial payment for gift shop merchandise already located at the PARK on or before the date the TOWN takes possession of the PARK. The TOWN may choose alternately not to purchase merchandise located at the PARK, and the BOARD agrees that it will remove the non-purchased merchandise prior to the date the TOWN takes possession of the PARK.
- d. Upon resumption of operational responsibility by the BOARD, the BOARD will purchase from the TOWN that portion of the Gift Shop merchandise remaining in the possession of the TOWN that was acquired from the BOARD. Payment for Gift Shop merchandise will be made to the TOWN within 30-calendar days of receipt of their invoice. Inventory of the Gift Shop will be completed by the PARTIES prior to the BOARD's resumption of operational responsibility of the PARK.

#### 6. MARKETING.

- a. The PARTIES agree that the BOARD's cross-marketing materials (e.g., park-specific rack cards, and other marketing materials) will continue to be made available to visitors at the PARK to provide information regarding other parks and events within the state parks system and that TOWN cross-marketing materials may be made available in the same manner at the PARK.

#### 7. COMMUNITY MARKETING AND REHABILITATION.

- a. The BOARD, the TOWN and other interested parties will endeavor to work together to encourage community marketing and rehabilitation efforts. Specific projects, such as a monument sign for the Park, will be authorized by an additional agreement between parties.

### I. TERM, DEFAULT, REMEDIES, AND TERMINATION

- A. Term and Duration: This Agreement is entered into and is effective as of the date on which the last of all required signatures is affixed hereto, and shall continue until June 30, 2020, unless earlier cancelled or terminated in accordance with the terms of this Agreement.



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- B. Default: In the event that either PARTY is in default of its obligations and such default continues un-remedied for a period of 30-calendar days after written notice, the other PARTY may elect, upon not less than sixty 60-calendar days prior written notice, to terminate this ISA; provided, however, that if the nature of the default is such that more than 30-calendar days are reasonably required for its cure, then the PARTY shall not be deemed to be in default if the PARTY commences such cure within said 30-calendar day period and thereafter diligently prosecutes such cure to completion Nothing in this provision shall preclude the PARTY alleging the default from pursuing other remedies that exist in law or in equity.
- C. Termination: This Agreement may be terminated by either PARTY upon 90-calendar days written notice to the other PARTY of its intention to terminate. Neither PARTY shall incur new obligations under this Agreement once notice of termination has been provided.

### II. DISPOSAL OF PROPERTY

- A. Any permanent structures constructed on the PARK during the term of this Agreement shall become the property of the BOARD upon the expiration or termination of this Agreement.
- B. All equipment purchased for the operation of the PARK with funds provided by the TOWN designated under this Agreement shall become the property of the TOWN upon the expiration or termination of this Agreement.

### III. RESUMPTION OF OPERATIONAL RESPONSIBILITY BY THE BOARD

- A. Upon abandonment, cancellation, revocation or termination of this Agreement, the TOWN shall restore the PARK to its original condition, to the satisfaction of the BOARD. Such restoration shall include, but shall not be limited to, removal of any and all material, equipment, facilities, temporary structures, or debris, deposited by TOWN on the PARK. If the TOWN fails to remove all such material, equipment, facilities, temporary structures, or debris within a reasonable period, as determined by the BOARD, they shall be forfeited and become the property of the State, but the TOWN shall remain liable for the cost of removal of all materials and for restoration of the PARK.
- B. In the event this Agreement is not renewed or is canceled, the TOWN shall peaceably surrender the possession of the PARK upon the effective date of the cancellation or expiration of the term of this Agreement. The TOWN may not hold over upon the expiration or cancellation of this Agreement for any reason. The provisions of this paragraph shall not be deemed to limit or constitute a waiver of any other rights or remedies of the BOARD provided herein or at law. If the TOWN fails to surrender the PARK upon the termination or expiration of this Agreement, in addition to any other liabilities to BOARD accruing therefrom, the TOWN shall protect, defend, indemnify and hold the BOARD harmless for, from and against all loss, costs (including reasonable attorneys' fees) and liability resulting from such failure.
- C. After the expiration, cancellation, or termination of this Agreement, the TOWN shall execute, acknowledge and deliver to the BOARD within 30-calendar days after written demand from the BOARD to the TOWN, any document requested by the BOARD quitclaiming any right, title or interest in the PARK to the BOARD.



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### IV. FINANCIAL

- A. The PARTIES understand and agree that this ISA shall be subject to available funding, and nothing in this Agreement shall bind the PARTIES to performance or expenditures in excess of funds authorized and appropriated for the purposes outlined in this Agreement.
- B. The TOWN shall charge fees according to the BOARD's approved fee schedule, and honor the BOARD's Annual Park Passes, Retiree Lifetime Passes, Volunteer Passes. In the event legislation is enacted that authorizes free admission to the BOARD's parks, the TOWN shall comply with the law, or may exercise the options provided for in this Agreement.
- C. A.R.S. § 41-511.21 any and all revenue generated by the PARK shall be paid to Arizona State Parks on a monthly basis. The TOWN, in behalf of the PARK shall initiate an ACH transaction on the fifth business day of each month to transmit receipts from the prior month. The TOWN will also notify Arizona State Parks each month by e-mail at [fiscal@azstateparks.gov](mailto:fiscal@azstateparks.gov) of the date that their ACH transaction was initiated. Arizona State Parks will refund 100% of all revenues received within five business days of receipt of the PARK funds through an ACH transaction to an account designated by the TOWN.
- D. The TOWN will complete the Arizona State "Incoming ACH/Wire Information Form", scan and return by e-mail to [fiscal@azstateparks.gov](mailto:fiscal@azstateparks.gov) within 10 business days of signing this agreement.
- E. \*Note: The reimbursement accounting transaction will be recorded as a revenue reduction and will produce a net zero impact in the "State Parks Revenue Fund" account and therefore exclude the revenue impact on reports.
- F. **SPECIAL EVENTS – REVENUE AND MANAGEMENT.** The TOWN may authorize special events at the PARK. Special events shall conform to the BOARD's rules and policies governing Special Events. ASPB Special Use Permit Application Materials Package is provided in Exhibit 5 and shall be used by the TOWN. All net revenues generated by Special Events held at the PARK shall be used for the operation and maintenance of the PARK.

### V. INSURANCE

- A. Insurance: Insurance Requirements for Governmental PARTIES to this Agreement: None.
  1. Insurance Requirements for Any Contractors Used by a Party to the 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 Interagency Service Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.
  2. Minimum Scope and Limits of Insurance: Contractor shall provide coverage with limits of liability not less than those stated below.
    - i. **Commercial General Liability – Occurrence Form**



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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

- 1) The policy shall be endorsed to include the following additional insured language: **“The State of Arizona and Arizona State Parks officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.**
- 2) Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

**ii. Business 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
-----------------------------	-------------

- 1) The policy shall be endorsed to include the following additional insured language: **“The State of Arizona and Arizona State Parks officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.**
- 2) Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

**iii. Workers’ Compensation and Employers’ Liability**

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

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



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- 2) 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.
3. Additional Insurance Requirements: The policies are to contain, or be endorsed to contain, the following provisions:
- The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees and the other governmental entity wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.
  - The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
  - 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 Agreement.
4. 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 30-calendar days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to Arizona State Parks, 23751 N. 23<sup>rd</sup> Avenue Ste. 190, Phoenix, AZ 85085 and shall be sent by certified mail, return receipt requested.
5. 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 State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
6. Verification of Coverage: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
7. Subcontractors: Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
8. Approval: Any modification or variation from the *insurance requirements* in this ISA must have prior approval from the State of Arizona Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal contract amendment but may be made by administrative action.
9. 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



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Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

### VI. GENERAL TERMS AND CONDITIONS

- A. Amendment: This Agreement may be amended only in writing by the PARTIES hereto. Amendments must be approved with same formality as this Agreement.
- B. Arizona Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.
- C. Immigration Compliance: All PARTIES shall comply with all applicable federal immigration laws, A.R.S. § 41-4401 eVerify. Governor's Executive Order 2005-30, and any successor statutes.
- D. Equal Opportunity/Non-Discrimination: The PARTIES shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The PARTIES shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.
- E. Records: Pursuant to A.R.S. § 35-214, all books, accounts, reports, files and other records relating to this Agreement shall be subject at all reasonable times to inspection by the State of Arizona for five years after the completion of this Agreement. Such records shall be reproduced as designated by the State of Arizona.
- F. Arbitration: The PARTIES agree to use arbitration to resolve disputes arising out of this Agreement to the extent required by A.R.S. § 12-1518.
- G. Governor's Cancellation: All PARTIES are put on notice that this Agreement is subject to cancellation pursuant to A.R.S. § 38-511.
- H. Indemnification: Neither party to this Agreement agrees to indemnify the other PARTY or hold harmless the other PARTY from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any PARTY to this agreement, then the right to pursue one or both of these remedies is preserved.
- I. No Partnership or Joint Venture: Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture between either party, and neither Party shall be responsible in any way for the activities, debts, contracts, obligations or acts, negligent or otherwise, of the other, it being expressly agreed that this Agreement is an agreement between two independent PARTIES in which the identity of each Party is maintained as it was prior to this ISA.
- J. Waiver: The waiver by either Party of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein contained.
- K. Marginal Headings: The marginal headings and Article titles to the Articles of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.
- L. Time Is of The Essence: Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.





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- M. Prior Agreements: This Agreement contains all of the agreements of the PARTIES hereto with respect to any matter covered or mentioned in this Agreement, and no prior agreement or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Agreement may be amended or added to except as provided in this Agreement. This Agreement shall not be effective or binding on any PARTY until fully executed by both PARTIES hereto.
- N. Attorney's Fees: In the event of any action or proceeding brought by either PARTY against the other under this Agreement, each PARTY shall each be responsible for their own costs and expenses in such action or proceeding.
- O. Severability: Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.
- P. Cumulative Remedies: No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
- Q. Venue: The PARTIES must institute and maintain any legal actions or other judicial proceedings arising from this Agreement in a Maricopa County court of competent jurisdiction.

### VII. NOTICES

All notice, demand or request required or authorized by this Agreement to be given or made to or upon the PARTIES to this Agreement shall be deemed properly given or made if delivered to or by: (a) certified return receipt mail or (b) recognized overnight courier; or (c) facsimile transmission, effective upon electronic transmission confirmation; or (d) electronic mail. Notices shall be sent to the following address:

1. Arizona State Parks/Adam Alexander, Procurement Specialist, 23751 N. 23<sup>rd</sup> Avenue Ste. 190, Phoenix, AZ 85085. Phone: (602) 542-6925, Email: [aalexander@azstateparks.gov](mailto:aalexander@azstateparks.gov).
2. Town of Florence/Brent Billingsley, AICP, CFM Town Manager P.O. BOX 2670, Florence, AZ 85132. Phone: (520) 868-7558, Email: [brent.billingsley@florenceaz.gov](mailto:brent.billingsley@florenceaz.gov).
3. A change of address or person to whom notices should be sent may be made by giving notice, in the manner described above, to other PARTY.

### VIII. AGREEMENT SIGNATURE AUTHORITY

- A. By signing below, the signer certifies that he or she has the authority to enter into this Agreement and has read the foregoing and agrees to accept the provisions herein.
- B. This Agreement is entered into and is effective as of the date for the last signature.



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**RESERVED FOR THE ARIZONA STATE PARKS BOARD:**

**RESERVED FOR THE TOWN OF FLORENCE:**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Typed Name and Title

Tara Walter, Mayor  
Typed Name and Title

Arizona State Parks Board  
23751 N. 23<sup>rd</sup> Ave, Ste 190  
Phoenix, AZ 85085

Town of Florence  
P.O. BOX 2670  
Florence, AZ 85132



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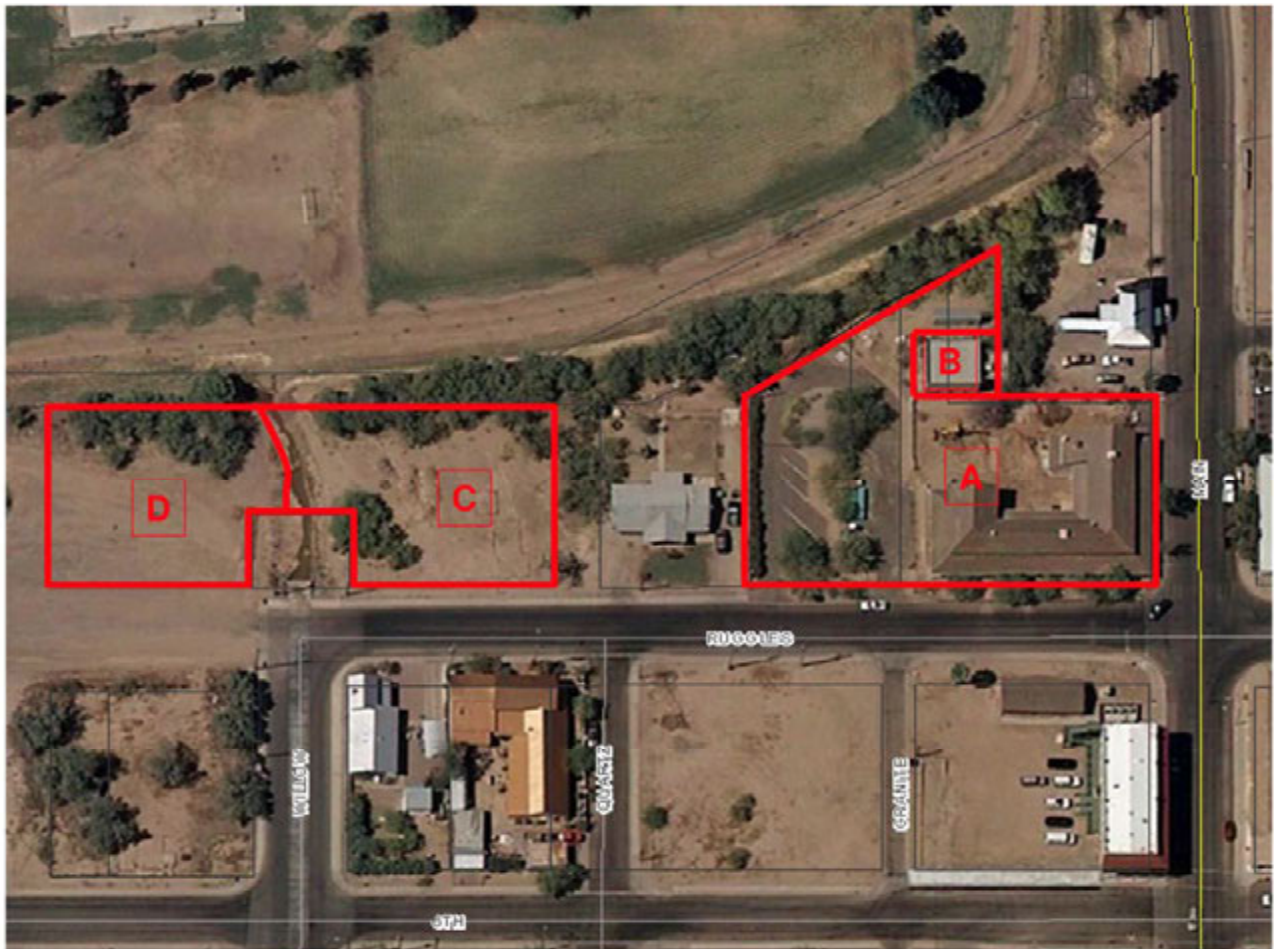
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**EXHIBIT 1**

**Map Depicting McFarland State Historic Park**

**N**





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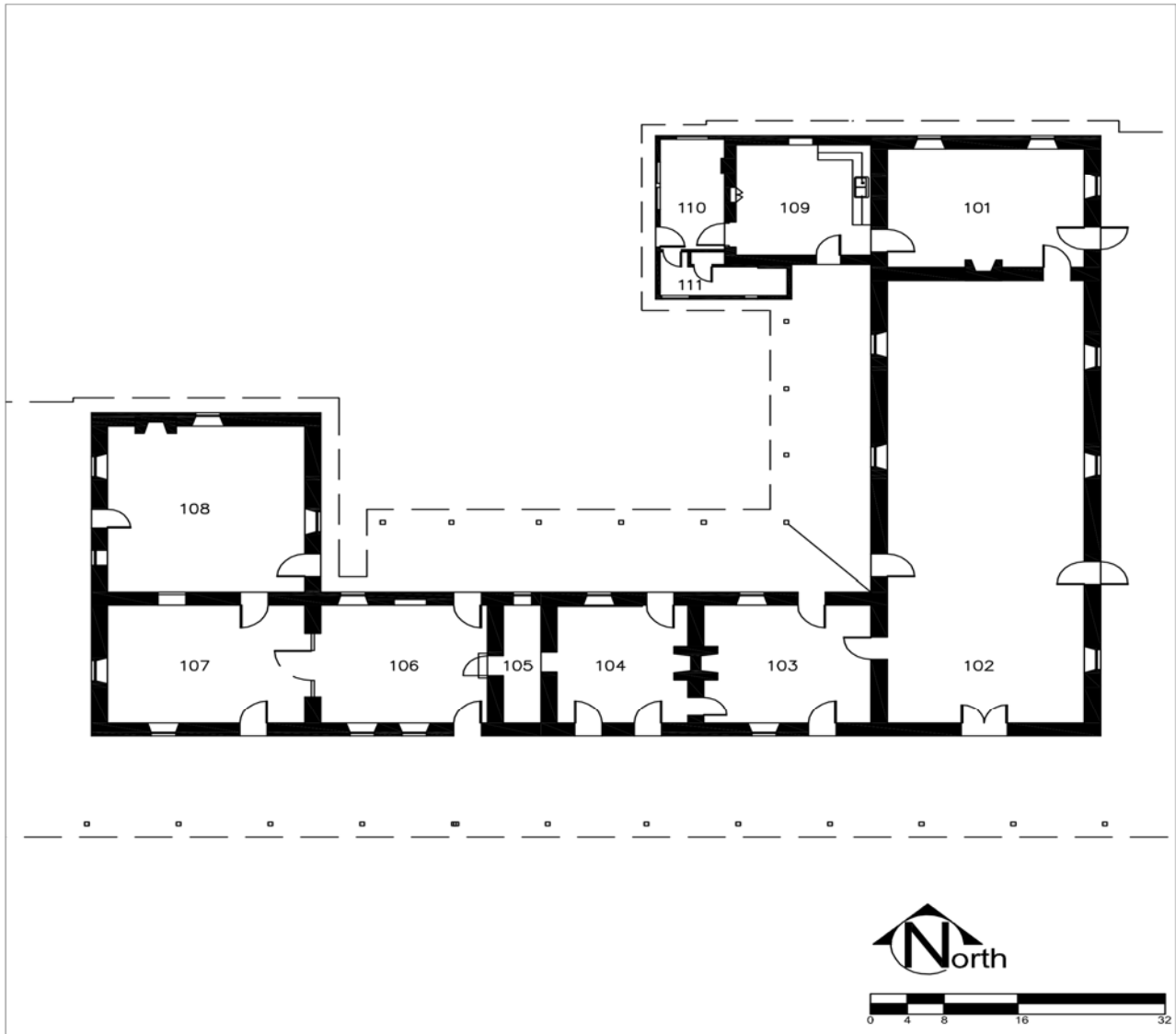
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**EXHIBIT 2**  
**Building Floor Plan McFarland State Park**



**PB-2-004, 0010**  
1878 Courthouse - 5,415sf  
1st Floor  
Jan. '09  
rev. Sept'10

**McFarland State Historic Park**  
24 W. Ruggles, Florence, AZ 85232  
**ARIZONA STATE PARKS**  
Development, M.Parisella





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EXHIBIT 3

Board ISA Ref No. PR19-048

McFARLAND STATE HISTORIC PARK

LIST OF POTENTIAL CONSTRUCTION IMPROVEMENTS

The Town will include resurfacing and striping of the parking lot as part of their pavement project.

The BOARD, as shown in Exhibit 2, will lay existing historical wood flooring in Room Number 108; make minor repairs to flooring in Room Number 102 and to exterior porch South East corner as deemed practicable by the Chief of Development for operating the PARK.

Replace existing monument sign.

Construct a wall along the northern boundary of the courtyard to effectively screen the PARK from the neighboring property.

Add trees to courtyard area.

Add benches to courtyard area.



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### EXHIBIT 4

#### ARIZONA STATE PARKS GIFT SHOP MERCHANDISE POLICY FOR ISA PARTNERS

##### PURPOSE

- The purpose of this policy is to provide written directives in regard to gift shop merchandise sold by the ISA Partner in Arizona State Park facilities.
- "ISA Partner" is defined as any firm or individual that has entered into an agreement, or permit, with Arizona State Parks for the operation of facilities in areas under the jurisdiction of Arizona State Parks.
- "Gift Shop Merchandise" is defined as products such as, but not limited to:
  - Art
  - Calendars
  - Clothing: sweatshirts, T-shirts, hats, etc.
  - Coasters, tiles, etc.
  - Collectable items
  - Jewelry
  - Key chains, refrigerator magnets, pens, pencils, etc.
  - Mugs, glassware, etc.
  - Packaged food gift items
  - Place mats, hot pads, etc.
  - Plush/stuffed animals
  - Postcards, greeting cards, note paper, etc.
  - Posters, CD's, tapes, slides, etc.
  - Publications: Books, maps, etc.
  - Toys and games
  - Water bottles, can coolers, etc.

##### ASPB LOGO

- The Arizona State Parks (ASPB) logo **shall not** be used on any customized products developed by the ISA Partner, unless authorized pursuant to a separate agreement providing for the license of trademark rights by ASPB to the ISA Partner.

##### PARK NAME

- The park name or park image may be used on customized products developed by the ISA Partner, subject to prior written approval of artwork or concept by ASPB. If applicable, this may require the execution of a separate agreement providing for the license of trademark rights by ASPB to the ISA Partner. Said permission to use the park name or image will be limited to the term of the ISA with ASPB.
- The ISA Partner shall not wholesale the customized products described above to other retailers; in other words, sale of these products shall be limited to the cooperatively managed sites identified in the agreement with ASPB.
- The ISA Partner shall not establish any type of logo, i.e. identifying symbol, using the park name.

##### MERCHANDISE

- Park, nature, environmental, cultural, and historical or recreation-oriented images are suggested as guidelines for gift shop merchandise product mix.
- ASPB reserves the right to require the ISA Partner to remove any product found to be objectionable, controversial, or beyond the scope of merchandise necessary for proper service to the public or that does not reflect the look and feel of an Arizona State Park. ASPB shall give the ISA Partner 30-calendar days' notice to sell, remove, or otherwise dispose of the product(s) in question. Failure to comply with this notice may be deemed a breach of the leasing contract.



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### ASPB PRODUCTS

#### 1. Quantities

The ISA Partner shall be required to purchase no less than 20% of the gift shop product inventory from the ASPB product line, if gift shop merchandise is sold by the ISA Partner.

Compliance with this policy will be assessed by ASPB on an annual basis. The ISA Partner's annual financial report shall include details of "Cost of Goods Sold" for ASPB products as compared to all other gift shop merchandise.

#### 2. Wholesale Pricing

The ISA Partner shall purchase the ASPB merchandise at **30% off the suggested retail price**. The ISA Partner is encouraged, but not restricted, to sell the product at ASPB's suggested retail price.

If ASPB has a **permanent markdown** on a particular item, the wholesale price will be reduced to **10% off the markdown retail price**.

For example, if a T-shirt retails for \$10.00, the ISA Partner will purchase from ASPB for \$7.00. If ASPB has a permanent markdown on this item to \$5.00, the ISA Partner will purchase from ASPB for \$4.50.

#### 3. Purchasing

The ISA Partner shall submit written requests for product orders to:

Arizona State Parks

Attn: Merchandise Coordinator

23751 N. 23<sup>rd</sup> Avenue Ste. 190

Phoenix, AZ, 85085

Tel: (602) 542-7121

FAX: (602) 364-1518

A Purchase Order, or other ordering document, will be acceptable. Allow four to six weeks for delivery.

All products are non-refundable, except if damaged in transit. Merchandise damaged in transit and shortages must be reported within 48 hours of receipt of shipment to the Merchandise Coordinator.

An invoice will be shipped with the merchandise. Payment is due within 30-calendar days of receipt of invoice.

#### 4. Other Distribution

ASPB retains the right to sell its products throughout the State Parks system, as well as various other retail outlets.



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**EXHIBIT 5**  
SPECIAL USE PERMIT APPLICATION MATERIALS PACKAGE

Follows on Next Page





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Special Use Permit Application Materials Package  
Arizona State Parks, 23751 N. 23<sup>rd</sup> Avenue Street Ste. 190,  
Phoenix, AZ 85085 [www.azstateparks.com](http://www.azstateparks.com) (602) 542-4174,

06-2019

Thank you for your interest in Arizona State Parks (ASPB). Our mission is:

*"Managing and conserving Arizona's natural, cultural and recreational resources for the benefit of the people, both in our parks and through our partners."*

Enclosed is information concerning our Special Use Permit program, instructions and application form.

*Why are Special Use Permits required?*

The reasons for requiring Special Use Permits are:

- To keep track of the activities occurring on state lands.
- To be able to require stipulations/conditions on uses to minimize impacts on the natural, recreational, historical and cultural resources we manage.
- To be able to educate users about proper recreational and stewardship practices.
- To maintain quality recreational experiences and to reduce user conflicts.
- To assure that uses on State lands are compatible with long-range management objectives for that particular property.

*Note: A Special Use Permit is not required for building, picnic or camping reservations unless requested by the Park Manager.*

*Why is there a fee for a Special Use Permit?*

- Special Uses differ from normal park use either by the nature of the activity or by the size of the group involved in the activity. In order to allow these activities, we have to accommodate each use or event outside of our normal operations. These accommodations invariably will increase out cost to provide services.
- Due to Legislative changes and mandates, ASPB receives substantially less General Fund monies (tax based) for our operations, salaries, or equipment. This means that we must rely heavily on our revenues (fees) as the source of funding that allows us to maintain our parks and provide a safe and enjoyable environment for our visitors.

Arizona State Park special use permits are divided into four categories, per R12-8-125;

1. Private Special Event

A Special Use Permit shall be issued for Private Special Events provided the following conditions are met:

- i. The person or entity has requested no more than 7 consecutive days of use, and no more than 14 days in any calendar year.
- ii. The Private Special Event does not significantly interfere with the public's use of the property.
- iii. No solicitation of funds, offering to sell any goods or services, advertising, or receiving money in exchange for any item or activity takes place on property owned or managed by the Arizona State Parks Board under a Private Special Event Special Use Permit.

2. Public Special Event

A Special Use Permit shall be issued for Public Special Events provided the following conditions are met:

- i. The person or entity has requested no more than 4 consecutive days of use per quarter, and no more than 16 days in any calendar year at any one park.
- ii. No more than two Public Special Event Permits shall be issued per day per park. Permits shall be issued on a first come, first served basis.

3. Festival Special Use

A Special Use Permit shall be issued for Festival Special Events provided the following conditions are met:

- i. The person or entity has requested the permit at least 120 days in advance of the event. Events with anticipated attendance greater than 1,500 people per day shall require application at least 180 days in advance of the event.



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- ii. The person or entity has provided a detailed plan regarding sanitary facilities, medical services, parking, food and drink facilities, booths and sponsorships, that complies with the requirements detailed in the Special Use policy, available from the Arizona State Parks Board. This plan must be submitted to the Arizona State Parks Board at least 90 days in advance of the event.
- iii. The person or entity has obtained any permits required from other entities, such as cities, counties, other municipalities, or governmental entities.
- iv. The person or entity has requested no more than 7 consecutive days of use, and no more than 14 days in any calendar year.
- v. Sponsorships. The person or entity requesting a Festival Special Use Permit may seek sponsorships for that festival or parts of that festival, provided that the sponsorships comply with the Arizona State Parks Board Policy and Procedures, available from the Arizona State Parks Board.
- vi. No more than one festival per day per park is allowed, and Festival Special Use permits shall be issued on first come, first served basis.

#### 4. Commercial Photography

A Special Use Permit shall be issued for Commercial Photography provided the following conditions are met:

- i. The person or entity has requested the permit at least 30 days in advance of the event.
- ii. The person or entity has requested no more than 7 consecutive days of use, and no more than 14 days in any calendar year.
- iii. Commercial Photography Special Use Permits shall be used only for actual filming and photography taking activities. No soliciting funds, offering to sell any goods or services, advertising, or receiving money in exchange for any item or activity shall take place on property owned or managed by the Arizona State Parks Board.

Depending on the type of scope of the event, the application and required additional documentation should be completed and preferably received by the specific Park facility 45 days in advance of the event date, but no later than 30 days prior to the event. Larger events may require submittal up to 180 days in advance. Contact the specific Park administration for other details. All applications received will be reviewed, but we cannot guarantee that every application will be approved.

If you have any questions about this process or the application form, please contact the Park Manager at the facility in which you are interested. We look forward to working with you in order to make your activity or event successful.

### PERMIT APPROVAL ADMINISTRATION

#### R12-8-125. Special Use Permits

- A. General terms and conditions. The Board shall issue a special use permit only subject to the following general terms and conditions:
  - a. An application for the special use permit is submitted less than one year before the planned special use;

Approval of permit application will require the following:

- A. All necessary paperwork; application, insurance, appropriate permits, licenses and inspections is preferably submitted at least 14 days before the proposed date of the use in order to allow for processing, review and verification. Larger events may require up to 6 months of advance notice.
- B. The park area or facility is available on the date or dates requested.
- C. All necessary approval authority signatures and notifications have been obtained/made.
- D. The applicable fee has been paid as listed in R12-8-109.
- E. The Arizona State Parks Board agrees that:
  - a. The use is a proper state park activity.
  - b. The use does not create an undue safety hazard to participants, spectators or general public.
  - c. The use is not destructive to the park resources.
  - d. The use does not present a serious use conflict with the general park-using public.
- F. Approvals are confirmed in writing only, and a responsible person will have the written approval on site for the duration of the use.



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Special Use Permit Application Materials Package  
Arizona State Parks, 23751 N. 23<sup>rd</sup> Avenue Street Ste. 190,  
Phoenix, AZ 85085 [www.azstateparks.com](http://www.azstateparks.com) (602) 542-4174,

FROM: Park Name  
Manager: Manager Name  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_

The following steps must be completed and documentation provided by the applicant in order to apply for a special use permit:

- A. Special Use Application form, with all applicable blanks completed by the applicant will be submitted at least 14 days prior to the proposed date of the use to the park administration as listed above. Larger events may require up to 6 months in advance. Requests will be prioritized on a "first come, first served basis" upon availability of the area requested.
- B. Indemnification Certificate, completed by the applicant, should be typed on the applicant's own letterhead and submitted with the Special Use Application form. Wording and format should be the same as the example distributed with application blanks.
- C. A Certificate of Insurance will be required. The minimum amount of required Comprehensive General Liability coverage will be \$1,000,000.00, and if applicable a minimum Workers' Compensation coverage and proof of automobile insurance (generally these are required for Commercial ventures). On the Certificate, the Arizona State Parks Board will be included as an additional insured party. For activity/use with relatively high liability risk, such as powerboat races, motion picture photography, public attractions, public commercial activity, etc. a higher level of liability coverage may be required and will be determined by consultation with the Risk Management Division of the Department of Administration. The Certificate of Insurance will be completed by the requesting party's insurance carrier and submitted with the Special Use Application form.  
  
Exception to this requirement is another State Level Governmental Agency or entity that is covered by the Department of Administration Risk Management Division. The Certificate of Insurance will not be required as the statutory requirements of A.R.S §41-621 apply.
- D. If this is a Public/Festival event, Applicant must certify that the event complies with the Americans with Disability Act and other similar legislation.
- E. Copies of all appropriate licenses, certificates and permits that may be required by State or local jurisdictions
- F. After review by appropriate Park staff, the applicant will be contacted concerning the status of the application, specific fee requirements and any other applicable stipulations and/or conditions that will be required by Arizona State Parks Board and listed on the Special Use permit form. Actual fees will be determined by Park administration.
- G. All State & Federal Statutes, Park Rules, County and Municipal ordinances and regulations remain in force during all activities. Any request for a variance or modification of any rule, stipulation or requirement must be submitted to the Park administration in writing prior to the event/use for review. Any stipulations and/or conditions will have the force of law and failure to comply may result in cancellation of the permitted use, and permittee can be cited for the rule violation.

*\*Additional insurance and stipulations may be required for the specific sale or dissemination of alcohol.*



## CONTRACT AGREEMENT

Between  
Arizona State Parks Board  
And  
Town of Florence

ASPB No. PR19-048

Town Ref No.

Re: McFarland State Historical Park

Issued: 06/10/2019 Page 24 of 27

Special Use Permit Application Materials Package  
Arizona State Parks, 23751 N. 23<sup>rd</sup> Avenue Street Ste. 190,  
Phoenix, AZ 85085 [www.azstateparks.com](http://www.azstateparks.com) (602) 542-4174,

### ADDITIONAL INFORMATION

#### Restrictions: (exceptions made with Park Managers approval)

- No pets are allowed in the event/use area (this includes vendors).
- No glass containers are allowed in the event/use area.
- No weapons are allowed in the event/use area.
- No private vehicles are allowed in the event/use area.
- Event/use related vehicles will drop off supplies and equipment and then exit the area immediately.
- Event staff may not possess or consume alcoholic beverages while on duty.
- Vendors may not possess or consume alcoholic beverages at any time.
- All fire lanes must be left open and accessible.
- All events must end by 10:00 PM.
- Only security personnel may remain on site after hours only if approved in the original application process.
- Events must meet ADA requirements.

#### Additional Sanitation Needs

Dependent upon the type and the scope of the event/use and the actual park infrastructure of the location, additional facilities (vault toilets, port-a-johns) will be the responsibility of the permittee. The number of units required to adequately service the projected attendance will be determined by the Park staff. A minimum of one (1) chemical or portable toilet for every 225 people, or portion thereof attending the event. Five percent (5%) of these facilities must be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. Set-up, removal, maintenance and operational cleanliness will be the responsibility of the permittee.

#### Deposits

Refunds of deposits, whether partial or in full will be processed according to the refund guidelines as set by the Administrative Services Section. Allow up to 30 days for refund processing of the deposit.

#### Site Cleanliness & Cleaning Deposit

- Event/use area will be policed on an hourly basis.
- Trash will be removed from the area as receptacles become full.
- Dumpsters will be adequately sized to meet the event/use needs. A minimum of one 50-gallon refuse container or its equivalent shall be provided for each 100 persons anticipated. Refuse containers shall be readily accessible, and periodically checked and emptied as needed. Depending on the event location, activity, area, an adequately sized dumpster may be required.
- 4-mil trash bags will be sufficient quantity to meet the event/use needs.
- Parking areas specific to event/use will be policed on hourly basis.
- A cleaning deposit will be required from the permittee.
- Return of the deposit, in whole or in part, will be based upon a final post-event walk through with the Park Manager.

#### Water and Electric

Depending on the actual site location, telephone, water and electrical service may be limited. Special or additional needs may be the responsibility of the sponsor.

#### Verifiable Ticket Sales

This number is vital to allow the park and all necessary local entities such as LE and EMS services time to plan for the event's effect on the park and surrounding areas. Verification method to be agreed upon by both the park and the Event Organizer such as a CPA/event staff notarized statement, receipts, etc. Due date for this information will be agreed upon by the Event Organizer and the park.



# CONTRACT AGREEMENT

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Special Use Permit Application Materials Package  
Arizona State Parks, 23751 N. 23<sup>rd</sup> Avenue Street Ste. 190,  
Phoenix, AZ 85085 [www.azstateparks.com](http://www.azstateparks.com) (602) 542-4174,

## SPECIAL USE PERMIT FEE STRUCTURE

The negotiation of the daily fees will be based on the type, size and complexity of the production and will be based on the Special Use Permit Worksheet. Listed below are examples of fees that can be reasonably charged for specific “Adjustments” to the “Base Fee”.

### Base Fee (per day)

Attendance: attendance will be reviewed by the park staff and permittee during the event.

Small Events	(50 - 100 participants, guests, spectators)	\$25.00
Medium Events	(101 - 250 participants, guest, spectators)	\$100.00
Large Events	(251 - 500 participants, guests, spectators)	\$150.00
Major Events	(501 – 1000 participants, guest, spectators)	\$300.00 +

### Adjustments:

**Special Equipment:** Each Park location has different equipment and facility resources, and although some items may be considered standard, some equipment or facilities may or may not be available.

Fees charged may be different depending on park availability, set-up requirements, location, etc. An example would be if 15 additional tables are requested and the site is located at a boat camp on Lake Havasu, the fee could reasonably be increased due to the time and staffing needed to transport the tables to and from the site.

**Special Personnel Service:** Special personnel services “Staff Time” could include educational programs, parking services, staff supervision/security, special set up, construction or installation. Additional Staff Time: \$30.00/staff member/per hr.

**Other:** Special requests can be determined based upon individual parks facility or inventory.



# CONTRACT AGREEMENT

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ASPB No. PR19-048

Town Ref No.

Re: McFarland State Historical Park

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Special Use Permit Application Materials Package  
Arizona State Parks, 23751 N. 23<sup>rd</sup> Avenue Street Ste. 190,  
Phoenix, AZ 85085 [www.azstateparks.com](http://www.azstateparks.com) (602) 542-4174,

## ARIZONA STATE PARKS BOARD SPECIAL USE APPLICATION

1. **Use/Event Name:** \_\_\_\_\_

2. **Type of use:**  
Brief Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Non-Profit: \_\_\_\_\_ Private Party: \_\_\_\_\_ Commercial: \_\_\_\_\_  
Other: \_\_\_\_\_ For-Profit: \_\_\_\_\_ Non-Commercial: \_\_\_\_\_

3. **Date(s) of use:** \_\_\_\_\_ thru \_\_\_\_\_.  
Set-Up Date: \_\_\_\_\_ Tear Down Date: \_\_\_\_\_  
Start Time: \_\_\_\_\_ (am/pm) End Time: \_\_\_\_\_ (am/pm)  
Note: all events/uses must end by 10:00 pm.

4. **Area of Park requested:**  
Ramada \_\_\_\_\_ Grass area \_\_\_\_\_ Group area \_\_\_\_\_ Parking lot \_\_\_\_\_ Other \_\_\_\_\_

5. **Applicant Name:** \_\_\_\_\_

6. **Primary contact person:**  
Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone #: ( ) \_\_\_\_\_ Work #: ( ) \_\_\_\_\_ Ext.: \_\_\_\_\_  
Fax #: ( ) \_\_\_\_\_ Cell #: ( ) \_\_\_\_\_ Ext.: \_\_\_\_\_  
Email: \_\_\_\_\_

7. **Estimated attendance:** \_\_\_\_\_ per day.

8. **Verifiable Ticket Sales** (indicate method and time frame below): \_\_\_\_\_  
Due: \_\_\_\_\_ before the event. \_\_\_\_\_  
(Method to be agreed upon by both the park and the Event Organizer such as a CPA/event staff notarized statement, receipts, etc. This number is vital to allow the park an all necessary local entities such as LE and EMS services time to plan for the event's effect on the park and surrounding areas.)

9. **Applicant certifies compliance with all appropriate A.D.A requirements for Public/Festival event:**  
\_\_\_\_\_  
(Initial & date)

10. **Estimated # of Event staff:** \_\_\_\_\_ per day.

11. **Security requested Y / N**  
(Park administration may require security depending upon the nature of the event/use)

12. **Concession & Sales** (Attach separate sheet with list of all vendors & type)  
Food Vendors: \_\_\_\_\_ (Valid Health Permit required) Vendors: \_\_\_\_\_ (Valid Business License required)  
Games: \_\_\_\_\_ (Current Safety Inspection required) Rides: \_\_\_\_\_ (Current Safety Inspection required)



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**13. Sanitary facilities** (Items requested from the Park; please indicate number requested)

Perimeter fencing: \_\_\_\_\_ Picnic Tables: \_\_\_\_\_ Trash Barrels: \_\_\_\_\_  
Traffic Cones: \_\_\_\_\_ Other: \_\_\_\_\_ Other: \_\_\_\_\_

**14. Alcohol**

Security is required when alcohol is served. All Title IV laws remain in effect at all times.

Alcohol Prohibited \_\_\_\_\_ Beer Garden \_\_\_\_\_ (An area w/in the main event for the sale/consumption of beer)  
Alcohol Sold \_\_\_\_\_ Alcohol Served \_\_\_\_\_

**15. Indemnification certificate:** The indemnification (save harmless) is part of the approved permit. By signing the permit, the Permittee agrees to the conditions.

**16. Insurance verification** (attach copy).

**17. Other** (attach copy of any other pertinent information).

**18. Signature of Applicant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Town of Florence  
Summary of Warrants Paid  
As of May 2019**

<b>Source</b>	<b>Amount</b>
<b>Warrant Register-Checks and Credit Card Payments</b>	<b>\$1,477,345.83</b>
<b>Electronic Payments</b>	
Bank and Merchant Fees	\$ 5,194.13
Payroll for May-Net of Deductions	\$ 480,586.71
Payroll related Payments-Liens, Levys, Garnishments, Flexible Spending, AFLAC, Deposits to PCFCU (Employee Savings)	\$ 86,371.61
Payroll Taxes, State and Federal	\$ 157,631.92
Transaction Priviledge Taxes Collected Payable to State	\$ 21,955.34
Medical, Dental, Life, Vision and AFLAC payments	\$ 218,743.31
Land Purchase	
Miscellaneous-Due to Police Evidence Fund	\$ 2,122.54
<b>Community Facilities District Payments</b>	
CFD # 1 & CFD #2-PrePayments	\$ 527,000.00
<b>Electronic Payments</b>	<b>\$ 1,499,605.56</b>
<b>Total Warrants</b>	<b>\$2,976,951.39</b>



**Warrant Register  
May 2019**

GL Account	Check Number	Check Issue Date	Merchant Name	Invoice Number	Invoice Date	Description	Check Amount
<b>Refunds</b>							
10160000	111458	9/14/2018	2nd Temp	11106604	08/03/18	Water OVER PAYMENT	39.23
10160000	113226	Multiple	2nd Temp	10200404	03/29/19	Water OVERPAYMENT	0.00
10160000	113465	5/2/2019	2nd Temp	700720	04/30/19	SANITATION OVERPAYMENT	17.33
10160000	113468	5/2/2019	2nd Temp	703142.1	04/30/19	SANITATION OVERPAYMENT	51.99
10160000	113477	5/2/2019	2nd Temp	10800162.1	04/26/19	Water OVERPAYMENT	83.26
10160000	113478	5/2/2019	2nd Temp	79442	04/30/19	SANITATION OVERPAYMENT	17.33
10160000	113479	5/2/2019	2nd Temp	11207611	04/29/19	Water OVERPAYMENT	30.08
10160000	113480	5/2/2019	2nd Temp	7146080	04/30/19	SANITATION OVERPAYMENT	8.67
10160000	113481	5/2/2019	2nd Temp	712542	04/26/19	Refund OVERPAYMENT	111.94
10160000	113490	5/2/2019	2nd Temp	505500	04/26/19	Water overpayment ON BAD DEBT ACCT - JOHN & WANDA DIMARCO	100.00
10160000	113528	5/9/2019	2nd Temp	10602102	05/03/19	Water overpayment REFUND	64.43
10160000	113556	5/16/2019	2nd Temp	10805080	05/09/19	Water OVERPAYMENT	42.18
10160000	113557	5/16/2019	2nd Temp	714080	05/14/19	SANITATION OVERPAYMENT	156.00
10160000	113644	5/23/2019	2nd Temp	419617	05/20/19	Water OVERPAYMENT	51.12
10160000	113646	5/23/2019	2nd Temp	718661.1	05/23/19	SANITATION OVERPAYMENT	17.33
10160000	113651	5/23/2019	2nd Temp	717280	05/20/19	SANITATION OVERPAYMENT	8.68
10160000	113658	5/23/2019	2nd Temp	10200404.1	03/29/19	RE-ISSUE WATER OVERPAYMENT	109.07
10160000	113681	5/30/2019	2nd Temp	10604161	05/25/19	Water OVERPAYMENT	8.67
10160000	113688	5/30/2019	2nd Temp	113704	05/29/19	Water OVERPAYMENT	72.28
10160000	113690	5/30/2019	2nd Temp	10805080	05/09/19	Water overpayment	42.18
10160000	113691	5/30/2019	2nd Temp	11106604	08/03/18	Water OVERPAYMENT	101.49
10160000	113707	5/30/2019	2nd Temp	10112110	05/29/19	Water overpayment	28.59
10160000	113720	5/30/2019	2nd Temp	100204	05/29/19	Water OVERPAYMENT	49.21
10160000	113730	5/30/2019	2nd Temp	505500	04/26/19	WATER OVERPAYMENT-BAD DEBT #505500 JOHN DIMARCO	100.00
<b>Liabilities</b>							<b>1,311.06</b>

10202000	Multiple	Multiple	ARIZONA STATE TREASURER	4/10/2019	04/10/19	MARCH 2019 REMITTANCE-STATE JCEF	661.67
10202000	Multiple	Multiple	ARIZONA STATE TREASURER	5/10/2019	05/14/19	APRIL 2019 REMTTANCE-STATE JCEF	449.51
10202500	Multiple	Multiple	ARIZONA STATE TREASURER	41019	04/10/19	MARCH 2019 REMITTANCE-ZFAR1	0.00
10202500	Multiple	Multiple	ARIZONA STATE TREASURER	4/10/2019	04/10/19	MARCH 2019 REMITTANCE-ZFAR1	1,772.12
10202500	Multiple	Multiple	ARIZONA STATE TREASURER	5/10/2019	05/14/19	APRIL 2019 REMTTANCE-ZFAR1	948.68
10202501	Multiple	Multiple	ARIZONA STATE TREASURER	41019	04/10/19	MARCH 2019 REMITTANCE-ZFAR2	0.00
10202501	Multiple	Multiple	ARIZONA STATE TREASURER	4/10/2019	04/10/19	MARCH 2019 REMITTANCE-ZFAR2	731.25
10202501	Multiple	Multiple	ARIZONA STATE TREASURER	5/10/2019	05/14/19	APRIL 2019 REMTTANCE-ZFAR2	463.43
10203000	113599	5/16/2019	PINAL COUNTY TREASURER	4/10/2019	04/10/19	MARCH 2019 REMITTANCE - JUSTICE COURT FEES	70.13
10203000	113599	5/16/2019	PINAL COUNTY TREASURER	5/10/2019	05/10/19	APRIL 2019 REMITTANCE	54.22
10204000	Multiple	Multiple	ARIZONA STATE TREASURER	41019	04/10/19	MARCH 2019 REMITTANCE-STATE SURCHARGES	0.00
10204000	Multiple	Multiple	ARIZONA STATE TREASURER	4/10/2019	04/10/19	MARCH 2019 REMITTANCE-STATE SURCHARGES	12,017.00
10204000	Multiple	Multiple	ARIZONA STATE TREASURER	5/10/2019	05/14/19	APRIL 2019 REMTTANCE-STATE SURCHARGES	9,524.36
10209000	Multiple	Multiple	ARIZONA STATE TREASURER	41019	04/10/19	MARCH 2019 REMITTANCE-VICTIM RIGHTS	0.00
10209000	Multiple	Multiple	ARIZONA STATE TREASURER	4/10/2019	04/10/19	MARCH 2019 REMITTANCE-VICTIM RIGHTS	316.15
10209000	Multiple	Multiple	ARIZONA STATE TREASURER	5/10/2019	05/14/19	APRIL 2019 REMTTANCE-VICTIMS RIGHTS	346.04
10218200	113649	5/23/2019	2nd Temp	10600651	05/17/19	RE-ISSUE WATER OVERPAYMENT	458.80
10230000	113507	5/9/2019	CAROL SCHAUBSCHLAGER	APR/19 ASRS	05/08/19	ASRS HEALTH INSURANCE REIMBURSEMENT-APR/19	150.00
10232000	113502	5/9/2019	AZ DEPT OF REVENUE COLL SVC	PPE 042619	05/07/19	LEVY	50.00
10241000	113673	5/23/2019	UNITED WAY OF PINAL COUNTY	PPE 12/10/19	05/20/19	EMPLOYEES CONTRIBUTIONS	122.50
10243000	113595	5/16/2019	NEW YORK LIFE INSURANCE	006929080 7 S MAY/19	05/03/19	19-May	429.37
10250038	Multiple	Multiple	ARIZONA STATE TREASURER	41019	04/10/19	MARCH 2019 REMITTANCE-STATE FINES	0.00
10250038	Multiple	Multiple	ARIZONA STATE TREASURER	4/10/2019	04/10/19	MARCH 2019 REMITTANCE-STATE FINES	2,846.23
10250038	Multiple	Multiple	ARIZONA STATE TREASURER	5/10/2019	05/14/19	APRIL 2019 REMTTANCE-STATE FINES	4,280.22
<b>Revenue</b>							<b>35,691.68</b>
10339471	113527	5/9/2019	2nd Temp	17025 REFUND	05/08/19	REFUND FOR CANCELLED RESERVATION	180.00
10339471	113659	Multiple	PINAL COUNTY COMMUNITY DEVE	2000596.002	05/02/19	REFUND FROM COM CTR RESERVATION	0.00
<b>Town Council</b>							<b>180.00</b>
10501202	419	5/17/2019	U. S. Post Master	043019 STMT	04/30/19	Postage for SATE - Citizen Survey	550.00

10501205	113510	5/9/2019	Casa Grande Valley Newspaper Inc.	38399-3017	04/25/19	CDBG Project advertisement	141.00
10501217	113661	5/23/2019	PIONEER TITLE AGENCY	220/230 TITLE REPORT	05/15/19	Limited Title Report for Adamsville Cemetary	75.00
10501217	113661	5/23/2019	PIONEER TITLE AGENCY	220/230 TITLE REPORT	05/15/19	Title reports for 220 and 230 Main Street	600.00
10501402	419	5/17/2019	Dollar General	043019 STMT	04/30/19	Council and Budget Committee supplies	34.77
				043019 STMT	04/30/19	Breakfast meeting registration for Judy Hughes and Ben Bitter	20.00
10501402	419	5/17/2019	Pinal Partnership				
10501402	419	5/17/2019	WALMART COMMUNITY # 0005 711	043019 STMT	04/30/19	Water for meetings	4.10
				JUN/19 PER DIEM	03/18/19	Per Diem for 2019 Historic Preservation Conference	277.92
10501402	113652	5/23/2019	Michelle cordes				
<b>Administration</b>							<b>1,702.79</b>
10502201	113491	5/2/2019	Verizon Wireless	APR/19 9828934713	04/21/19	B. BITTER	36.72
10502201	113731	5/30/2019	Verizon Wireless	MAY/19 9830612354	05/21/19	S. BITTER	36.72
				043019 STMT	04/30/19	Overnight business cards to Smart City Summit - Brent Billingsley	25.50
10502202	419	5/17/2019	U. S. Post Master				
				258366367	04/27/19	Final bill for end of contract: 11/18/18 - 03/31/2019	521.40
10502203	113647	5/23/2019	Konica Minolta				
10502207	113544	5/9/2019	T-MOBILE USA INC.	APR/19 963909583	05/01/19	APR GPS 2019	27.82
				CONTR 04.03.19	04/03/19	CONTRACT WITH AOT FOR MULTI-FUNCTION COPY MACHINES	150.75
10502231	113470	5/2/2019	KS STATEBANK				
				CONTR 05.14.19	05/14/19	CONTRACT WITH AOT FOR MULTI-FUNCTION COPY MACHINES	150.75
10502231	113648	5/23/2019	KS STATEBANK				
				3.05E+11	04/18/19	Paper for office and envelopes for the Citizen Survey.	299.93
10502301	113533	5/9/2019	OFFICE DEPOT INC				
10502306	113497	5/2/2019	WEX BANK	59043150	04/30/19	ADMIN	53.60
10502402	419	5/17/2019	Dollar General	043019 STMT	04/30/19	Council meeting supplies	20.45
				043019 STMT	04/30/19	Economic Development Meeting w/ T-Mobile - Brent Billingsley and Trenton Shaffer	52.00
10502402	419	5/17/2019	MOUNT ATHOS RESTAURANT				
				043019 STMT	04/30/19	Breakfast meeting registration for Judy Hughes and Ben Bitter	20.00
10502402	419	5/17/2019	Pinal Partnership				
				043019 STMT	04/30/19	Airport travel service for Brent Billingsley - Smart Cities Conference, Denver, CO	21.00
10502402	419	5/17/2019	Temporary Vendor				
10502402	113529	5/9/2019	LISA GARCIA	05/19 IIMC	05/03/19	Per Diem for IIMC Conference	389.18
<b>Courts</b>							<b>1,805.82</b>
10503217	113643	5/23/2019	JANET MANNATO	19-Apr	05/20/19	Public Defender Services APR/19	350.00

	10503301	113657	5/23/2019	OFFICE DEPOT INC	3.08E+11	05/01/19	Paper AND ENVELOPES	93.98
	10503301	113657	5/23/2019	OFFICE DEPOT INC	3.08E+11	05/01/19	FASTENERS	17.47
<b>Legal</b>								<b>461.45</b>
	10504217	113518	5/9/2019	DICKINSON WRIGHT PLLC	1363361	04/23/19	legal services: ACC/Johnson Utilities March 2019	1,440.00
	10504217	113579	5/16/2019	Gust Rosenfeld P.L.C.	348622	04/24/19	Environmental Appeals March 2019	10,761.33
	10504217	113585	5/16/2019	Jennings Strouss Law Firm	571039	05/06/19	Legal Servies: Florence Copper April 2019	2,748.62
	10504217	113677	5/23/2019	Arizona Department of	MAY/19 LC2017-000466	04/02/19	FLORENCE COPPER LITIGATION LC2017-000466	138,000.00
	10504217	113678	Multiple	FLORENCE COPPER INC.	MAY/19-LC2017-000466	04/02/19	FLORENCE COPPER LITIGATION LC2017-000466	0.00
	10504217	113679	5/24/2019	FLORENCE COPPER INC.	LC2017-000466	04/02/19	FLORENCE DOPPER LITIGATION LC2017-000466	145,242.00
	10504308	419	5/17/2019	STATE BAR OF ARIZONA	043019 STMT	04/30/19	Legal Book	104.74
	10504403	419	5/17/2019	AMERICAN PLANNING ASSOCIATIC	043019 STMT	04/30/19	Training for Clifford Mattice	249.00
<b>Finance</b>								<b>298,545.69</b>
	10505201	113731	5/30/2019	Verizon Wireless	MAY/19 9830612354	05/21/19	R. SANCHEZ-FINANCE DIR	69.58
	10505202	113642	5/23/2019	Infosend	153330	04/30/19	APR 19 UTILITY BILLING SERVICE	2,630.13
	10505231	113470	5/2/2019	KS STATEBANK	CONTR 04.03.19	04/03/19	CONTRACT WITH AOT FOR MULTI-FUNCTION COPY MACHINES	273.60
	10505231	113499	5/9/2019	Arizona Office of Technology	IN568594	04/19/19	BASE CHARGE-FINANCE #83094	444.34
	10505231	113648	5/23/2019	KS STATEBANK	CONTR 05.14.19	05/14/19	CONTRACT WITH AOT FOR MULTI-FUNCTION COPY MACHINES	273.60
	10505301	419	5/17/2019	AMAZON.COM	043019 STMT	04/30/19	Purchase of Suggestion Box for lobby, Counselor recommendation.	29.99
	10505301	419	5/17/2019	AMAZON.COM	043019 STMT	04/30/19	Suggestion Box documents for lobby	9.99
	10505301	419	5/17/2019	Family Dollar	043019 STMT	04/30/19	Finance Kitchen Storage Supplies	12.53
	10505301	113533	5/9/2019	OFFICE DEPOT INC	3.05E+11	04/19/19	Office Supplies	55.61
	10505301	113533	5/9/2019	OFFICE DEPOT INC	3.05E+11	04/20/19	Office Supplies	1.08
	10505301	113541	5/9/2019	Staples Business Advantage	7216096236-0-3	04/25/19	Office Supplies	203.38
	10505301	113541	5/9/2019	Staples Business Advantage	721609626-0-1	04/25/19	Office Supplies	126.37
	10505301	113541	5/9/2019	Staples Business Advantage	7217288584-0-1	04/25/19	Office Supplies	20.18
	10505301	113541	5/9/2019	Staples Business Advantage	7217288584-0-2	04/25/19	Office Supplies	26.32
	10505323	113564	5/16/2019	CASELLE INC.	95130	05/07/19	Timekeeping and HR Software	7,730.00

10505323	113731	5/30/2019	Verizon Wireless	MAY/19	9830612354	05/21/19	FINANCE ADMIN - NEW EQUIP	485.92
10505402	419	5/17/2019	ARIZONA WOMEN LEADING GOV.	043019	STMT	04/30/19	2019 AZ WLG Conference - Finance Analyst & CSR	230.00
<b>Human Resources</b>								<b>12,622.62</b>
10508201	113491	5/2/2019	Verizon Wireless	APR/19	9828934713	04/21/19	S. BARBER	33.16
10508201	113731	5/30/2019	Verizon Wireless	MAY/19	9830612354	05/21/19	S. BARBER	33.35
10508205	113625	5/23/2019	Casa Grande Valley Newspaper Inc.		32753	05/13/19	Classified Ad	24.95
10508217	113555	5/16/2019	Benefit Intelligence Inc. (ConsultADoc		25478	05/01/19	Monthly Service Fee-MAY/19	562.50
10508217	113583	5/16/2019	INFINISOURCE INC.		90442831	04/09/19	Monthly Administrative Fee-FSA	278.70
10508217	113622	5/23/2019	Az Department of Public Safety	AY/19	BACKGROUND C	05/15/19	Fingerprint background checks	154.00
10508314	419	5/17/2019	AMAZON.COM	043019	STMT	04/30/19	Employee Appreciation Door Prizes 4/17/19	223.59
10508314	419	5/17/2019	AMAZON.COM	043019	STMT	04/30/19	Employee Appreciation Door Prizes 4/17/19	316.33
10508314	419	5/17/2019	AMAZON.COM	043019	STMT	04/30/19	Employee Appreciation Door Prizes 4/17/19	322.06
10508314	419	5/17/2019	BLU SKYE BOUTIQUE	043019	STMT	04/30/19	Gift Card for Employee Appreciation Luncheon	40.00
10508314	419	5/17/2019	FLORENCE TRUE VALUE HARDWA	043019	STMT	04/30/19	Gift card for Employee Appreciation Luncheon	40.00
10508314	419	5/17/2019	HEART J	043019	STMT	04/30/19	Gift Card for Employee Appreciation Luncheon	40.00
10508314	113732	5/30/2019	WALMART COMMUNITY # 0005 711		9.11E+11	04/15/19	Water for Annual EE Appreciation Luncheon	7.21
<b>Community Development</b>								<b>2,075.85</b>
10510201	113491	5/2/2019	Verizon Wireless	APR/19	9828934713	04/21/19	COMMUNITY DEV / DEV. SVC	210.53
10510201	113626	5/23/2019	CENTURYLINK	APR-19	7500	04/07/19	868-7500 MAIN LINE	182.89
10510201	113731	5/30/2019	Verizon Wireless	MAY/19	9830612354	05/21/19	COM DEV./ DEV. SVC	210.53
				043019	STMT	04/30/19	Business Cards for Chief Building Official, Code Compliance Officer, Building Inspector, Permit Specialist and Administrative Assistant.	
10510203	419	5/17/2019	Vistaprint Netherlands B.V.					214.99
10510207	113544	5/9/2019	T-MOBILE USA INC.	APR/19	963909583	05/01/19	APRIL GPS 2019	27.82
10510209	113455	5/2/2019	FLORENCE AUTO TINT		704491	04/29/19	Window tint for CD-1	60.00
10510209	113516	5/9/2019	Day Auto Supply Inc		772786	04/29/19	WIPER BLADES FOR CD-1	11.04
10510209	113537	5/9/2019	SHAWS INTERIORS		3520	05/01/19	REPAIR DRIVER SEAT ON CD-1	42.04
10510215	113500	5/9/2019	ARIZONA PUBLIC SERVICE	8742601000	APR-19	05/02/19	224 W 20 ST	690.48
10510215	113664	5/23/2019	SOUTHWEST GAS CORPORATION		19-Apr	05/08/19	200 W 20TH ST	31.27
10510217	113513	5/9/2019	COLIBRYN		59	04/30/19	CONSULTANT SERVICES 04/22/19-04/24/19	1,320.00
10510217	113568	5/16/2019	COLIBRYN		60	05/09/19	Professional Services - Consultant 04/06/19	220.00
10510217	113582	5/16/2019	HUB Planning & Urban Design LLC		1910	05/06/19	PROFESSIONAL SERVICES-APRIL/19	1,470.76

10510231	113470	5/2/2019	KS STATEBANK	CONTR 04.03.19	04/03/19	CONTRACT WITH AOT FOR MULTI-FUNCTION COPY MACHINES	209.75
10510231	113648	5/23/2019	KS STATEBANK	CONTR 05.14.19	05/14/19	CONTRACT WITH AOT FOR MULTI-FUNCTION COPY MACHINES	209.75
10510301	113474	5/2/2019	OFFICE DEPOT INC	3.00E+11	04/10/19	Office Supplies	113.52
10510301	113474	5/2/2019	OFFICE DEPOT INC	3.00E+11	04/10/19	PAINT MARKING RED	27.66
10510301	113474	5/2/2019	OFFICE DEPOT INC	3.00E+11	04/10/19	PAPER CLIPS	7.38
10510301	113533	5/9/2019	OFFICE DEPOT INC	30393454001	04/16/19	Binding machine, electric	692.53
10510301	113596	5/16/2019	OFFICE DEPOT INC	3.08E+11	05/01/19	LARGE FORMAT PAPER, HP, 36 X300"	97.50
10510301	113596	5/16/2019	OFFICE DEPOT INC	3.08E+11	05/01/19	WIRELESS KEYBOARD & MOUSE	40.13
10510302	113456	5/2/2019	FLORENCE TRUE VALUE HARDWA	240921	02/21/19	CARP SQUARE, TAPE RULE	19.03
10510302	113456	5/2/2019	FLORENCE TRUE VALUE HARDWA	241573	04/01/19	HARD HAT	20.10
10510302	113456	5/2/2019	FLORENCE TRUE VALUE HARDWA	241793	04/15/19	MM#2 RECESS BIT TIP, PAINT, MARKING WHEEL	52.81
10510302	113520	5/9/2019	FLORENCE TRUE VALUE HARDWA	241932	04/24/19	WHITE/YELLOW HARD HATS	47.60
10510302	113639	5/23/2019	FLORENCE TRUE VALUE HARDWA	242243	05/15/19	GROUND FAULT TESTER	12.69
10510302	113680	5/30/2019	AGS SAFETY & SUPPLY	1491417	05/02/19	First Aid Supplies - Restock	26.98
10510304	113512	5/9/2019	CODY CURTIS	573276	04/07/19	Reimbursement of Work Boots for Bldg Inspector	89.99
10510304	113624	5/23/2019	BC GRAPHICS	12867-1	02/06/19	CAPS FOR ENGINEER	96.48
10510304	113695	5/30/2019	CODY CURTIS	505054/22	05/19/19	Uniform reimbursement-Pants	56.18
10510304	113695	5/30/2019	CODY CURTIS	505054/22	05/19/19	Uniform reimbursement-Pants	26.26
10510304	113695	5/30/2019	CODY CURTIS	505054/22	05/19/19	Uniform reimbursement-Shirt	34.99
10510306	113497	5/2/2019	WEX BANK	59043150	04/30/19	COM DEVELOPMENT	253.84
10510335	113638	5/23/2019	FlexPrint Intermediate LLC	INV1994346	04/29/19	Canon imagePROGRAF iPF785MFP w/ M40 Color Scanner/Stand. Includes delivery, installation, training. AZ State Contract pricing.	4,153.78
10510335	113638	5/23/2019	FlexPrint Intermediate LLC	INV1994346	04/29/19	Sales Tax for Canon IPF TM-305 T36 Scanner	336.46
10510403	419	5/17/2019	International Code Council	043019 STMT	04/30/19	Exam, study guides and publications for Permit Technician certification	595.07
10510403	113512	5/9/2019	CODY CURTIS	APR/19 AZBO	04/23/19	Travel per diem, AZBO Training on 4/23/19, Tucson, AZ - Cody Curtis, Bldg Inspector	26.00
10510403	113523	5/9/2019	GLORIA M. BEAN	APR/19 AZBO	04/23/19	Travel per diem, AZBO Training on 4/23/19 Tucson, AZ - Gloria Bean, Permit Tech	26.00

10510403	113523	5/9/2019	GLORIA M. BEAN	APR/19 AZBO	04/23/19	Travel per diem, AZBO Training on 4/24/19 Tucson, AZ - Gloria Bean, Permit Tech	26.00
10510403	113525	5/9/2019	James Allen	APR/19 AZBO	04/23/19	Travel per diem, AZBO Training on 4/23/19, Tucson, AZ - James Allen, Bldg Official	26.00
10510408	113612	5/16/2019	WATER SHED	400002013	05/06/19	BPO FOR WATER AND ICE	32.64
10510408	113665	5/23/2019	SUPERIOR ELECTRIC LLC	2191	04/30/19	Additional electrical drops in common workspace area of department building.	500.00
10510408	113675	5/23/2019	WATER SHED	400001926	04/19/19	BPO FOR WATER AND ICE	32.64

**Police Administration**

**12,582.11**

10511201	113491	5/2/2019	Verizon Wireless	APR/19 9828934713	04/21/19	POLICE ADMIN	1,805.04
10511201	113491	5/2/2019	Verizon Wireless	APR/19 9828934713	04/21/19	Superior Fire	91.61
10511201	113511	5/9/2019	CENTURYLINK	APR/19 VAR	04/16/19	868-9627 POLICE 9-1-1	317.34
10511201	113514	5/9/2019	COX BUSINESS	APR/19 VAR	04/21/19	425 N PINAL ST	6.28
10511201	113693	5/30/2019	CENTURYLINK	MAY/19-A	05/16/19	868-9627 POLICE 9-1-1	317.34
10511201	113731	5/30/2019	Verizon Wireless	MAY/19 9830612354	05/21/19	POLICE ADMIN PHONES	2,095.37
10511201	113731	5/30/2019	Verizon Wireless	MAY/19 9830612354	05/21/19	SGT CAMPBELL	36.72
10511201	113731	5/30/2019	Verizon Wireless	MAY/19 9830612354	05/21/19	Superior Fire	91.54
10511215	113500	5/9/2019	ARIZONA PUBLIC SERVICE	8742601000 APR-19	05/02/19	1817 N HUNT HWY 50%	87.06
10511215	113500	5/9/2019	ARIZONA PUBLIC SERVICE	8742601000 APR-19	05/02/19	193 E 6TH ST	64.00
10511215	113500	5/9/2019	ARIZONA PUBLIC SERVICE	8742601000 APR-19	05/02/19	364 N UNIVERSITY	201.08
10511215	113500	5/9/2019	ARIZONA PUBLIC SERVICE	8742601000 APR-19	05/02/19	425 N PINAL ST PD	1,185.06
10511215	113505	5/9/2019	BIA	APR 19/VAR	05/02/19	3949 N IOWA RADIO TOWER #2 SPLIT 50%	178.78
10511302	113612	5/16/2019	WATER SHED	400001932	04/22/19	Ice for PD	28.80
10511306	113497	5/2/2019	WEX BANK	59043150	04/30/19	PD ADMIN	367.61

**Police Support**

**6,873.63**

10512215	113500	5/9/2019	ARIZONA PUBLIC SERVICE	8742601000 APR-19	05/02/19	200 E 6TH ST	3,204.03
10512215	113664	5/23/2019	SOUTHWEST GAS CORPORATION	19-Apr	05/08/19	200 E 6TH ST.	31.27
10512301	419	5/17/2019	AMAZON.COM	043019 STMT	04/30/19	LED Monitors	436.76
10512301	419	5/17/2019	AMAZON.COM	043019 STMT	04/30/19	Supplies	132.62
10512301	419	5/17/2019	AMAZON.COM	043019 STMT	04/30/19	Supplies: Multiple Shipments	11.97
10512301	419	5/17/2019	AMAZON.COM	043019 STMT	04/30/19	Supplies: Multiple Shipments	12.76
10512301	419	5/17/2019	AMAZON.COM	043019 STMT	04/30/19	Supplies: Multiple Shipments	92.72
10512301	113533	5/9/2019	OFFICE DEPOT INC	3.01E+11	04/29/19	Cert.holders	47.86
10512301	113533	5/9/2019	OFFICE DEPOT INC	3.01E+11	04/29/19	Refrig.for office use	228.05

10512301	113533	5/9/2019	OFFICE DEPOT INC	3.01E+11	04/29/19	Swiffer,paper towels,disinfecting wipes	121.75
10512408	113670	5/23/2019	THE EMBLEM AUTHORITY	29901	05/07/19	Patches	207.00
10512408	113721	5/30/2019	POSITIVE PROMOTIONS	IN06261137	05/12/19	Items for Dispatcher Appreciation Week for employees	199.59
10512408	113721	5/30/2019	POSITIVE PROMOTIONS	IN06293273	05/12/19	Appreciation Items	354.12
<b>Police Volunteer</b>							<b>5,080.50</b>
10513306	113497	5/2/2019	WEX BANK	59043150	04/30/19	PD VOLUNTEER	29.79
10513312	419	5/17/2019	AMAZON.COM	043019 STMT	04/30/19	Flashlights for Volunteers	451.53
<b>Police Operations</b>							<b>481.32</b>
10514119	113668	5/23/2019	TERRY TRYON	52219	05/22/19	InterST ON PSPRS DROP REFUND	1,183.82
10514209	113444	5/2/2019	American Fire Equipment Sales and	132698	04/23/19	4 New fire extinguishers for PD vehicles	217.20
10514209	113449	5/2/2019	Day Auto Supply Inc	772147	01/22/19	WIPER MOTOR FOR PD G-096FR	141.67
10514209	113449	5/2/2019	Day Auto Supply Inc	772280	04/23/19	CREDIT	-141.67
10514209	113449	5/2/2019	Day Auto Supply Inc	772282	04/23/19	WINDSHILD WASHER FLUID FOR PD G-096FR	2.94
10514209	113449	5/2/2019	Day Auto Supply Inc	772357	04/23/19	STOCK FILTERS FOR PD	55.70
10514209	113449	5/2/2019	Day Auto Supply Inc	772428	04/24/19	WIPER BLADES FOR PD G-096FR	31.71
10514209	113449	5/2/2019	Day Auto Supply Inc	772434	04/24/19	WINDSHIELD WASHER CAP FOR PD G-096FR	8.60
10514209	113449	5/2/2019	Day Auto Supply Inc	772920	04/30/19	STOCK PD FILTERS	62.21
10514209	113467	5/2/2019	JONES AUTO CENTER	177103	04/22/19	EGR VALVE FOR PD G-096FR	302.07
10514209	113467	5/2/2019	JONES AUTO CENTER	177127	04/23/19	WIPER MOTOR FOR PD G-096FR	154.33
10514209	113467	5/2/2019	JONES AUTO CENTER	177172	04/25/19	CONNECTOR FOR VACUUM LINE PD G-096FR	22.62
10514209	113467	5/2/2019	JONES AUTO CENTER	177186	04/26/19	CREDIT	-38.22
10514209	113467	5/2/2019	JONES AUTO CENTER	56895	04/15/19	REPAINT PD G-697GN	1,735.51
10514209	113516	5/9/2019	Day Auto Supply Inc	773224	05/03/19	HEADLIGHT BULB FOR PD G-870GE	12.59
10514209	113516	5/9/2019	Day Auto Supply Inc	773271	05/03/19	SERPENTINE BELT FOR PD G-043FM	32.75
10514209	113516	5/9/2019	Day Auto Supply Inc	773279	05/03/19	ALTERNATOR FOR PD G-043FM	285.37
10514209	113516	5/9/2019	Day Auto Supply Inc	773395	05/06/19	CREDIT	-48.05
10514209	113517	5/9/2019	Dennis Watkins dba Autosonics	7085	04/30/19	Repaint ROOF FOR CD-1	525.00
10514209	113526	5/9/2019	JONES AUTO CENTER	57512	04/30/19	HORN REPAIRS FOR PD G-414FF	208.74
10514209	113709	5/30/2019	JONES AUTO CENTER	57512	04/30/19	ADDITIONAL AMT DUE ON INV#57512	10.00
10514210	113532	5/9/2019	MOTOROLA SOLUTIONS INC.	16036068	04/24/19	Batteries/Charging Desktop multi unit	2,936.27



10514304	113577	5/16/2019	Galls/Quartermaster	12508837	04/17/19	Commendation years of service bars for uniforms	72.26
10514304	113703	5/30/2019	Galls/Quartermaster	12538579	04/22/19	replacement uniforms for Linderoth; CUFF CASE, PANTS	106.02
10514304	113703	5/30/2019	Galls/Quartermaster	12643160	05/04/19	replacement uniforms for Linderoth; RADIO HOLDER	31.25
10514306	113497	5/2/2019	WEX BANK	59043150	04/30/19	PD OPERATIONS	8,898.65
10514312	113539	5/9/2019	SKAGGS COMPANIES	3147684-R1	03/27/19	Safety equipment for Sutton: Whistle clasp/Hook	18.35
10514314	113600	5/16/2019	Precision Polygraph & Investigation LI	12	04/22/19	Polygraph: Munoz	150.00
10514314	113600	5/16/2019	Precision Polygraph & Investigation LI	13	04/24/19	Polygraph: Hinrichs & Stone	300.00
10514403	113570	5/16/2019	CRAIG MARTIN	MAY/19 PER DIEM	05/13/19	Per Diem for Training	16.00
10514403	113584	5/16/2019	JASON CHAVEZ	MAY/19 PER DIEM	05/06/19	Per Diem for Training	16.00
							<b>17,309.69</b>

#### Fire Administration

10515201	113491	5/2/2019	Verizon Wireless	APR/19 9828934713	04/21/19	FIRE ADMIN	702.51
10515201	113731	5/30/2019	Verizon Wireless	MAY/19 9830612354	05/21/19	FD TABLETS	733.59
10515201	113731	5/30/2019	Verizon Wireless	MAY/19 9830612354	05/21/19	FIRE ADMIN PHONES	701.74
10515209	113449	5/2/2019	Day Auto Supply Inc	771879	04/18/19	WIPER BLADES FOR FD G-425FF	7.40
10515209	113449	5/2/2019	Day Auto Supply Inc	771969	04/19/19	WIPER BLADES FOR FD G-965GH	7.47
10515209	113467	5/2/2019	JONES AUTO CENTER	177124	04/23/19	CREDIT	-76.44
10515209	113473	5/2/2019	LONG STAR AUTO GLASS SERVICE	2491	04/24/19	Frt windshield for ST-7	287.58
10515209	113516	5/9/2019	Day Auto Supply Inc	773055	05/01/19	OIL & FILTER FOR FD G-964GH	67.35
10515209	113516	5/9/2019	Day Auto Supply Inc	773130	05/02/19	FRONT BRAKE PDS & ROTORS FOR FD G-964GH	294.16
10515209	113709	5/30/2019	JONES AUTO CENTER	177554	05/20/19	SPARK PLUGS & COILS FOR FD G-965GH	599.05
10515215	113500	5/9/2019	ARIZONA PUBLIC SERVICE	8742601000 APR-19	05/02/19	1817 N HUNT HWY 50%	87.07
10515215	113500	5/9/2019	ARIZONA PUBLIC SERVICE	8742601000 APR-19	05/02/19	72.E 1ST	1,119.88
10515215	113505	5/9/2019	BIA	APR 19/VAR	05/02/19	3949 N IOWA RADIO TOWER #2 SPLIT 50%	178.78
10515215	113664	5/23/2019	SOUTHWEST GAS CORPORATION	19-Apr	05/08/19	72 E 1st Street	73.09
10515231	113470	5/2/2019	KS STATEBANK	CONTR 04.03.19	04/03/19	CONTRACT WITH AOT FOR MULTI-FUNCTION COPY MACHINES	204.91
10515231	113648	5/23/2019	KS STATEBANK	CONTR 05.14.19	05/14/19	CONTRACT WITH AOT FOR MULTI-FUNCTION COPY MACHINES	204.91

10515306	113497	5/2/2019	WEX BANK	59043150	04/30/19	FIRE ADMIN	1,000.97
10515401	113656	5/23/2019	NFPAI	7445195X	05/21/19	Membership dues	175.00
10515402	113619	5/23/2019	ARIZONA FIRE CHIEFS ASSOC	43600	05/15/19	Full conference attendance for Chief Strayer Leadership Conference	225.00
							<b>6,594.02</b>

**Fire Station 1**

10516209	113666	5/23/2019	Superstition Fire & Medical District	5222	04/17/19	shop 131 Vehicele maintenance, pullies, hoses, filters, oil, oring kits	3,691.02
10516209	113666	5/23/2019	Superstition Fire & Medical District	5223	04/17/19	DEF fluid	131.63
10516302	113456	5/2/2019	FLORENCE TRUE VALUE HARDWA	241894	04/20/19	SUPPLIES FOR STATION USE	20.90
10516302	113456	5/2/2019	FLORENCE TRUE VALUE HARDWA	241908	04/22/19	SCREW BIT SET	17.99
10516302	113576	5/16/2019	FLORENCE TRUE VALUE HARDWA	242065	05/03/19	KEYS RINGS, TAGS, LOCK EASE	35.32
10516304	113487	5/2/2019	UNITED FIRE EQUIPMENT CO.	703072	03/12/19	UNIFORM ALLOWANCE - ROBISON	351.48
10516304	113487	5/2/2019	UNITED FIRE EQUIPMENT CO.	703356	03/15/19	UNIFORM ALLOWANCE - CHRISTENSEN	54.04
10516304	113487	5/2/2019	UNITED FIRE EQUIPMENT CO.	705172	04/15/19	UNIFORM ALLOWANCE - HARRISON	799.48
10516304	113728	5/30/2019	UNITED FIRE EQUIPMENT CO.	105040	04/12/19	Uniform allowance for J. KEMP	681.77
10516306	113497	5/2/2019	WEX BANK	59043150	04/30/19	FIRE 541	1,183.41
10516311	113713	5/30/2019	L. N. CURTIS and SONS	INV272735	04/10/19	1.5 NH x 1-3/16" ORF Smooth Bore Tip Nozzel (x2)"	130.32
10516312	113610	5/16/2019	UNITED FIRE EQUIPMENT CO.	705633	04/22/19	front leather6 passports and inserts"	171.84
10516312	113610	5/16/2019	UNITED FIRE EQUIPMENT CO.	705633	04/22/19	SALES TAX	20.61
10516315	113676	5/23/2019	WAXIE SANITARY SUPPLY	78575629	05/14/19	janitorial supplies for station #1	965.94
10516335	113713	5/30/2019	L. N. CURTIS and SONS	INV271286	04/04/19	replacement Hose	7,435.29
10516403	113430	4/25/2019	PIERCE COLEMAN PLLC	22305	04/01/19	Professionalism Training April 1,2,4	750.00
							<b>16,441.04</b>

**Fire Station 2**

10517201	113511	5/9/2019	CENTURYLINK	APR/19 VAR	04/16/19	723-7347 HUNT FIRE	216.24
10517201	113630	5/23/2019	COX BUSINESS	APR/19 VAR-2	05/03/19	2035 N HUNT HWY	109.59
10517201	113693	5/30/2019	CENTURYLINK	MAY/19-A	05/16/19	723-7347 HUNT FIRE	216.24
10517209	113484	5/2/2019	Superstition Fire & Medical District	5215	04/10/19	shop 139 tire repair and travel	338.67
10517212	113645	5/23/2019	Johnson Utilities	APR/19 8081-01	05/05/19	2035 N HUNT HWY FD#2	31.10
10517212	113645	5/23/2019	Johnson Utilities	APR/19 8082-01	05/05/19	2035 N HUNT HWY FD#2	286.79
10517215	113500	5/9/2019	ARIZONA PUBLIC SERVICE	8742601000 APR-19	05/02/19	2035 N HUNT HWY	1,229.47
10517215	113540	5/9/2019	SOUTHWEST GAS CORPORATION	APR/19 2035	05/01/19	2035 N HUNT HWY - 7982371-002	97.03

10517304	113487	5/2/2019	UNITED FIRE EQUIPMENT CO.	702995	03/11/19	USHER UNIFORM ALLOWANCE	342.46
10517304	113487	5/2/2019	UNITED FIRE EQUIPMENT CO.	703154	03/13/19	FELIZ UNIFORM ALLOWANCE	393.59
10517304	113487	5/2/2019	UNITED FIRE EQUIPMENT CO.	705170	04/15/19	UNIFORM ALLOWANCE - TORRES	200.00
10517304	113487	5/2/2019	UNITED FIRE EQUIPMENT CO.	705171	04/15/19	UNIFORM ALLOWANCE - OLSEN	182.44
10517304	113487	5/2/2019	UNITED FIRE EQUIPMENT CO.	705179	04/15/19	UNIFORM ALLOWANCE - SCHERM	370.38
10517304	113487	5/2/2019	UNITED FIRE EQUIPMENT CO.	705183	04/15/19	UNIFORM ALLOWANCE - BRUIN	787.17
10517304	113487	5/2/2019	UNITED FIRE EQUIPMENT CO.	705184	04/15/19	UNIFORM ALLOWANCE - WALTER	255.76
10517304	113487	5/2/2019	UNITED FIRE EQUIPMENT CO.	705332	04/17/19	SET UP SCREENING FEE	35.00
10517304	113487	5/2/2019	UNITED FIRE EQUIPMENT CO.	706183	04/15/19	UNIFORM ALLOWANCE - WALKER	376.94
10517306	113497	5/2/2019	WEX BANK	59043150	04/30/19	FIRE 542	978.16
10517312	113610	5/16/2019	UNITED FIRE EQUIPMENT CO.	705633	04/22/19	INSERT PASSPORT FOR F49	82.56
10517315	113676	5/23/2019	WAXIE SANITARY SUPPLY	78275630	05/14/19	janitorial supplies for Station #2	317.55
10517321	113471	5/2/2019	Life Assist Inc	914383	04/16/19	EMS supplies	354.48
10517321	113590	5/16/2019	Life Assist Inc	916304	04/26/19	medical supplies restock	532.48
10517321	113714	5/30/2019	Life Assist Inc	919835	05/15/19	EMS supplies	854.28
10517403	419	5/17/2019	National Emergency Testing Center	043019 STMT	04/30/19	Purchase National Emergency Training center meal ticket for Walter's 2 week training.	354.98
10517403	113430	4/25/2019	PIERCE COLEMAN PLLC	22305	04/01/19	Professionalism Training April 1,2,4	150.00
10517403	113719	5/30/2019	PIERCE COLEMAN PLLC	22305	04/01/19	REMAINDER OF PROFESSIONAL TRAINING INVOICE	600.00
							<b>9,693.36</b>

**Information Technology**

10519201	113491	5/2/2019	Verizon Wireless	APR/19 9828934713	04/21/19	IT / COUNCIL LT	410.82
10519201	113491	5/2/2019	Verizon Wireless	APR/19 9828934713	04/21/19	NO-COST CENTER/IT	338.48
10519201	113731	5/30/2019	Verizon Wireless	MAY/19 9830612354	05/21/19	IT / COUNCIL LT	410.82
10519201	113731	5/30/2019	Verizon Wireless	MAY/19 9830612354	05/21/19	NO-COST CENTER-IT	105.08
10519207	419	5/17/2019	GOOGLE	043019 STMT	04/30/19	Google Drive Storage for Website Backup	2.99
10519207	419	5/17/2019	RAMNODE.COM	043019 STMT	04/30/19	Town Website Hosting	83.00
10519207	419	5/17/2019	SendGrid	043019 STMT	04/30/19	Town Email Marketing Campaign	14.95
10519207	113544	5/9/2019	T-MOBILE USA INC.	APR/19 963909583	05/01/19	APRIL GPS 2019	27.82
10519207	113604	5/16/2019	SHI International Corp	B09830574	04/16/19	WatchGuard XTM 545 Security Software Suite - Subscription license renewal	3,915.34
10519209	113592	5/16/2019	Manatee Tire & Auto Inc. dba	188692	05/06/19	4 TIRES FOR IT-2	364.99
10519209	113633	5/23/2019	Day Auto Supply Inc	773482	05/07/19	OIL & FILTER FOR IT-2	31.27

10519211	419	5/17/2019	DOT.GOV DOMAIN	043019 STMT	04/30/19	FlorenceAZ.gov domain registration renewal	400.00
10519222	113514	5/9/2019	COX BUSINESS	APR/19 VAR	04/21/19	775 N MAIN ST	33.54
10519222	113514	5/9/2019	COX BUSINESS	APR/19 VAR	04/21/19	TOWN HALL INTERNET	688.00
10519222	113696	5/30/2019	COX BUSINESS	MAY/19-8001	05/22/19	775 N MAIN ST	688.00
10519302	419	5/17/2019	AMAZON.COM	043019 STMT	04/30/19	HDMI Cables, Power Adapters, Lanyards, Legal Pads, Paperclips.	174.48
10519302	419	5/17/2019	AMAZON.COM	043019 STMT	04/30/19	ID Badge Holders	21.98
10519306	113497	5/2/2019	WEX BANK	59043150	04/30/19	IT	51.96
10519323	419	5/17/2019	Microsoft Corporation	043019 STMT	04/30/19	Office 365 E1 Subscription	677.59
							<b>8,441.11</b>

**Fitness Center**

10520201	113630	5/23/2019	COX BUSINESS	APR/19 VAR-2	05/03/19	FITNESS CENTER	3.14
10520215	113500	5/9/2019	ARIZONA PUBLIC SERVICE	8742601000 APR-19	05/02/19	133 N MAIN ST	454.09
10520215	113664	5/23/2019	SOUTHWEST GAS CORPORATION	19-Apr	05/08/19	133 N MAIN ST	31.27
							<b>488.50</b>

**Parks & Recreation Administration**

10521207	113544	5/9/2019	T-MOBILE USA INC.	APR/19 963909583	05/01/19	APRIL GPS 2019	97.37
10521209	113592	5/16/2019	Manatee Tire & Auto Inc. dba	188750	05/08/19	4 TIRES FOR Pr-7	421.25
10521209	113633	5/23/2019	Day Auto Supply Inc	773652	05/08/19	OIL & FILTER FOR PR-5	61.41
10521209	113633	5/23/2019	Day Auto Supply Inc	773722	05/09/19	CREDIT	-12.34
10521231	113470	5/2/2019	KS STATEBANK	CONTR 04.03.19	04/03/19	CONTRACT WITH AOT FOR MULTI-FUNCTION COPY MACHINES	209.75
10521231	113648	5/23/2019	KS STATEBANK	CONTR 05.14.19	05/14/19	CONTRACT WITH AOT FOR MULTI-FUNCTION COPY MACHINES	209.75
10521401	419	5/17/2019	ARIZONA PARKS AND	043019 STMT	04/30/19	Award Nomination Fees - Alison Feliz	25.00
10521401	419	5/17/2019	ARIZONA PARKS AND	043019 STMT	04/30/19	Award Nomination Fees - Road to Country Thunder	25.00
							<b>1,037.19</b>

**Parks**

10522201	113491	5/2/2019	Verizon Wireless	APR/19 9828934713	04/21/19	PARKS MAINT	258.45
10522201	113731	5/30/2019	Verizon Wireless	MAY/19 9830612354	05/21/19	PARKS MAINT PHONES	219.68
10522207	113552	5/16/2019	Arizona's Best Choice Pest & Termite	632068	04/22/19	Gopher Control at Heritage Park/ Senior Center/Little League Park	235.00
10522207	113621	5/23/2019	Arizona's Best Choice Pest & Termite	633484	05/06/19	Gopher control at HP, Senior Ctr. and LL	235.00

10522209	113633	5/23/2019	Day Auto Supply Inc	773529	05/07/19	OIL & FILTER FOR PR-7	42.26
10522209	113633	5/23/2019	Day Auto Supply Inc	773679	05/09/19	TRANS FLUID FOR PR-7	6.31
10522209	113633	5/23/2019	Day Auto Supply Inc	773680	05/09/19	SPARK PLUGS & COIL FOR PR-7	72.62
10522209	113633	5/23/2019	Day Auto Supply Inc	773743	05/09/19	SPARK PLUGS & COILS FOR PR-7	508.33
10522215	113500	5/9/2019	ARIZONA PUBLIC SERVICE	8742601000 APR-19	05/02/19	121 W 22 ST PARK	117.85
10522215	113500	5/9/2019	ARIZONA PUBLIC SERVICE	8742601000 APR-19	05/02/19	218 E 8TH ST	824.12
10522215	113500	5/9/2019	ARIZONA PUBLIC SERVICE	8742601000 APR-19	05/02/19	28 E 11TH ST	84.39
10522215	113500	5/9/2019	ARIZONA PUBLIC SERVICE	8742601000 APR-19	05/02/19	289 N MAIN ST UNIT 1-2	80.30
10522215	113500	5/9/2019	ARIZONA PUBLIC SERVICE	8742601000 APR-19	05/02/19	290 N BAILEY ST	49.19
10522215	113500	5/9/2019	ARIZONA PUBLIC SERVICE	8742601000 APR-19	05/02/19	300 W 1ST	2,930.79
10522215	113500	5/9/2019	ARIZONA PUBLIC SERVICE	8742601000 APR-19	05/02/19	77 W. RUGGLES ST	89.73
10522222	113499	5/9/2019	Arizona Office of Technology	IN568594	04/19/19	BASE CHARGE AQUATICE CTR #81957	365.86
10522222	113603	5/16/2019	RICK HALL	27851	05/01/19	Standard Portable Toilet Serviced 1x/week at Main St. Park	70.98
				043019 STMT	04/30/19	Mini Fridge for Parks Maintenance Yard Mini Fridge for Aquatic Center Pump House (to store testing chemicals)	86.63
10522302	419	5/17/2019	BEST BUY				
10522302	113571	5/16/2019	Day Auto Supply Inc	772790	04/29/19	AIR HOSES AND COUPLER	97.60
10522302	113576	5/16/2019	FLORENCE TRUE VALUE HARDWA	241545	03/29/19	WHT STRIP PAINT	31.72
10522302	113576	5/16/2019	FLORENCE TRUE VALUE HARDWA	241578	04/01/19	WHT FIELD MARKING PAINT	19.03
10522302	113576	5/16/2019	FLORENCE TRUE VALUE HARDWA	241582	04/01/19	35' POWERLOCK TAPE RULE, WHT FIELD MARKING PAINT	77.82
10522302	113576	5/16/2019	FLORENCE TRUE VALUE HARDWA	241605	04/02/19	BLCK CABLE TIES	8.46
10522302	113576	5/16/2019	FLORENCE TRUE VALUE HARDWA	241692	04/09/19	1.2 90 DEG ST FIPXMIP ELBOW	6.51
10522302	113576	5/16/2019	FLORENCE TRUE VALUE HARDWA	241722	04/10/19	SEAL TAPE, PVC COUPLING, TEE, FLUSH BUSHING	28.84
10522302	113576	5/16/2019	FLORENCE TRUE VALUE HARDWA	241725	04/10/19	Irrigation supplies, field marking paint, nuts & bolts and other Miscellaneous supplies for Park Maintenance.	76.13
10522302	113576	5/16/2019	FLORENCE TRUE VALUE HARDWA	241728	04/10/19	Irrigation supplies, field marking paint, nuts & bolts and other Miscellaneous supplies for Park Maintenance.	14.52

10522302	113576	5/16/2019	FLORENCE TRUE VALUE HARDWA	241845	04/18/19	Irrigation supplies, field marking paint, nuts & bolts and other Miscellaneous supplies for Park Maintenance.	25.79
10522302	113576	5/16/2019	FLORENCE TRUE VALUE HARDWA	241846	04/18/19	Irrigation supplies, field marking paint, nuts & bolts and other Miscellaneous supplies for Park Maintenance.	16.93
10522302	113576	5/16/2019	FLORENCE TRUE VALUE HARDWA	241859	04/19/19	Irrigation supplies, field marking paint, nuts & bolts and other Miscellaneous supplies for Park Maintenance.	7.36
10522302	113576	5/16/2019	FLORENCE TRUE VALUE HARDWA	241896	04/22/19	Irrigation supplies, field marking paint, nuts & bolts and other Miscellaneous supplies for Park Maintenance.	15.78
10522302	113576	5/16/2019	FLORENCE TRUE VALUE HARDWA	241974	04/26/19	Irrigation supplies, field marking paint, nuts & bolts and other Miscellaneous supplies for Park Maintenance.	56.65
10522302	113576	5/16/2019	FLORENCE TRUE VALUE HARDWA	241990	04/29/19	Irrigation supplies, field marking paint, nuts & bolts and other Miscellaneous supplies for Park Maintenance.	3.83
10522306	113497	5/2/2019	WEX BANK	59043150	04/30/19	PARKS MAINT	849.64
10522317	419	5/17/2019	Treeland Nurseries Inc	043019 STMT	04/30/19	Chinese Elm Tree for Arbor Day	15.58
10522317	419	5/17/2019	Treeland Nurseries Inc	043019 STMT	04/30/19	Chinese Elm Tree for Arbor Day	138.08
10522317	113550	5/16/2019	ARIZONA DEPARTMENT OF CORRI	A04115B 20190425	04/30/19	INMATE LABOR/WORK PROGRAM- PARK MAINTENANCE	36.00
10522317	113550	5/16/2019	ARIZONA DEPARTMENT OF CORRI	A04117B 20190329	04/03/19	INMATE LABOR/WORK PROGRAM- PARK MAINTENANCE	28.00
10522403	113573	5/16/2019	Elijah White	052319 PER DIEM	05/15/19	Per Diem for ACLA Workshops	15.00
10522403	113593	5/16/2019	MIKE LOPEZ JR.	MAY/19 PER DIEM	05/15/19	Per Diem for ACLA Trainings	15.00
							<b>7,861.76</b>

### Community Center

10523215	113500	5/9/2019	ARIZONA PUBLIC SERVICE	8742601000 APR-19	05/02/19	778 N MAIN	4,249.71
10523401	419	5/17/2019	MOOD MEDIA CORPORATE	043019 STMT	04/30/19	Pandora Music Subscription - Library & Community Center	29.43
							<b>4,279.14</b>

### Aquatics

10524207	113511	5/9/2019	CENTURYLINK	APR/19 VAR	04/16/19	8680265 PARKS & REC	541.82
10524207	113693	5/30/2019	CENTURYLINK	MAY/19-A	05/16/19	868-0265 PARKS & REC	308.94
				17142	05/01/19	Replace (7) Underwater Pool Lights (includes lights, labor and travel fees)	4,781.95
10524208	113629	5/23/2019	COMMERCIAL POOL REPAIR		05/02/19	174 W 1ST UNIT 2	4,464.34
10524215	113500	5/9/2019	ARIZONA PUBLIC SERVICE	8742601000 APR-19	05/08/19	174.W 1ST ST #2	90.98
10524215	113664	5/23/2019	SOUTHWEST GAS CORPORATION	19-Apr	04/30/19	Mini Fridge for Parks Maintenance Yard Mini Fridge for Aquatic Center Pump House (to store testing chemicals)	86.63
10524302	419	5/17/2019	BEST BUY	043019 STMT	04/30/19	Wheels and Umbrella Holders	474.16
10524302	419	5/17/2019	RECREATION SUPPLY CO.	043019 STMT	04/30/19	Worlds Largest Lesson Fee	69.00
10524302	419	5/17/2019	WORLD WATERPARK ASSOCIATIO	043019 STMT	04/30/19	SILLOCK, HOSE NOZZLE, BUNGEE CORD, PLASTIC LINKS	29.37
10524302	113576	5/16/2019	FLORENCE TRUE VALUE HARDWA	242005	05/01/19	Suits, Hats, and Shorts	1,682.42
10524304	113572	5/16/2019	EAST VALLEY SPORTS	40119	05/18/19	Aquatic Staff Shirts	794.99
10524304	113667	5/23/2019	SURF & SKI ENTERPRISES	43715	05/10/19	Muriatic Acid for Pool- INV# 50914799	1,590.28
10524310	113706	5/30/2019	HILL BROTHERS CHEMICAL CO.	50914799	04/23/19	CPR Masks, Rescue Tubes, Fanny Packs	586.34
10524312	113591	5/16/2019	LINCOLN AQUATICS	29446242	04/30/19	CPR Masks, Rescue Tubes, Fanny Packs	89.32
10524312	113591	5/16/2019	LINCOLN AQUATICS	37737052	04/30/19	Pandora Music Subscription - Aquatic Center	29.43
10524401	419	5/17/2019	MOOD MEDIA CORPORATE	043019 STMT	05/05/19	LG Training 2nd class	2,232.00
10524403	113650	5/23/2019	MARY JO MANN	20101	05/05/19	Lifeguard Re-Certification 2nd Class	292.00
10524403	113718	5/30/2019	MARY JO MANN	20198			<b>18,143.97</b>

### Recreation Programs

10525201	113491	5/2/2019	Verizon Wireless	APR/19 9828934713	04/21/19	REC PROGRAMS	64.28
10525201	113731	5/30/2019	Verizon Wireless	MAY/19 9830612354	05/21/19	REC PROGRAMS	64.28
				19-Apr	04/20/19	Teen Leadership and programming for APRIL/19	3,000.00
10525217	113711	5/30/2019	KIM A. HUNTER		04/24/19	Paymet for April Yoga Insturction	244.00
10525224	113472	5/2/2019	LISA TERENCE	04/19 CONTRACT	04/28/19	May Yoga	128.00
10525224	113715	5/30/2019	LISA TERENCE	MAY/19 CONTRACT	05/28/19	May Boxing	2,152.00
10525224	113722	5/30/2019	ROBLES BOXING & FITNESS LLC	MAY/19 CONTRACT	04/30/19	Acrylic Signs for Main Street Mural Project	265.75
10525302	419	5/17/2019	DIVINE SIGNS & AWARDS	043019 STMT	04/30/19	Indoor Carry-All Equipment Cart	271.76
10525302	419	5/17/2019	GOPHER SPORT	043019 STMT	04/30/19	Veterans Memorial Banner	70.53
10525302	419	5/17/2019	SPEKTRUM APPAREL	043019 STMT	04/30/19	Spring Intersession supplies	10.99
10525302	419	5/17/2019	WALMART COMMUNITY # 0005 711	043019 STMT			

10525302	419	5/17/2019	WALMART COMMUNITY # 0005 711	043019 STMT	04/30/19	Supplies for Sock Hop	6.48
10525302	419	5/17/2019	WALMART COMMUNITY # 0005 711	043019 STMT	04/30/19	Supplies for Sock Hop	13.85
10525302	419	5/17/2019	WALMART COMMUNITY # 0005 711	043019 STMT	04/30/19	Supplies for Sock Hop	41.59
10525302	113466	5/2/2019	JESSICA N TROTTER MBR	142	01/01/19	Payment for the Goof Booth at 2019 Dances	275.00
10525302	113571	5/16/2019	Day Auto Supply Inc	772522	04/25/19	HELIUM	260.99
10525302	113586	5/16/2019	JIM HEET PHOTOGRAPHY	1010	04/24/19	TEEN COUNCIL PLAQUES	135.58
10525302	113662	5/23/2019	S & S Worldwide Inc.	100123346	05/10/19	Supplies for the Summer Intersession Program	1,660.55
10525306	113497	5/2/2019	WEX BANK	59043150	04/30/19	PARKS REC	85.99
10525407	419	5/17/2019	Peachjar	043019 STMT	04/30/19	Credits for program flyers	450.00
							<b>9,201.62</b>

**Special Events**

10526222	113692	5/30/2019	Celestial Nights Family Entertainment	654	05/28/19	20' Movie Screen Rental for Dive In Movie	599.50
10526302	419	5/17/2019	AMAZON.COM	043019 STMT	04/30/19	Supplies for Eggstravaganza	60.48
10526302	419	5/17/2019	SAFEWAY INC.	043019 STMT	04/30/19	Refreshments for Home Tour Volunteer Meeting	37.69
				043019 STMT	04/30/19	Volunteer/Entertainment Food - Road to Country Thunder	131.01
10526302	419	5/17/2019	Subway				
10526302	419	5/17/2019	WALMART COMMUNITY # 0005 711	043019 STMT	04/30/19	FY18-19 supplies for events	28.26
10526302	113576	5/16/2019	FLORENCE TRUE VALUE HARDWA	241767	04/12/19	Supplies for events	9.43
10526407	419	5/17/2019	Facebook	043019 STMT	04/30/19	Facebook Ads Boost for FY 18-19 Events	59.59
10526407	113563	5/16/2019	Casa Grande Valley Newspaper Inc.	04192048-2048	04/30/19	Ads for Special Events	912.21
10526407	113669	5/23/2019	The Arizona Republic #1531	247484548	05/01/19	Ad for Road to Country Thunder	1,802.00
							<b>3,640.17</b>

**Senior Center**

10528201	113491	5/2/2019	Verizon Wireless	APR/19 9828934713	04/21/19	SENIOR CENTER	18.55
10528201	113630	5/23/2019	COX BUSINESS	APR/19 VAR-2	05/03/19	SENIOR CENTER	19.91
10528201	113731	5/30/2019	Verizon Wireless	MAY/19 9830612354	05/21/19	SENIOR CENTER	18.42
10528207	113544	5/9/2019	T-MOBILE USA INC.	APR/19 963909583	05/01/19	APRIL GPS 2019	69.55
10528209	113530	5/9/2019	LONG STAR AUTO GLASS SERVICE	2516	05/06/19	FT WINDSHIELD FOR SC-4	260.56
10528215	113500	5/9/2019	ARIZONA PUBLIC SERVICE	8742601000 APR-19	05/02/19	330 N PINAL ST	1,143.98
10528215	113664	5/23/2019	SOUTHWEST GAS CORPORATION	19-Apr	05/08/19	330 N PINAL ST	47.15
10528217	113494	5/2/2019	WATER SHED	400001904	04/16/19	Water/ICE FOR FD	11.52
10528217	113612	5/16/2019	WATER SHED	400001976	04/29/19	monthly water and ice	8.78
10528217	113618	5/23/2019	AQUA CHILL INC #1	24332675	05/20/19	rental agreement on RO	64.86
10528217	113660	5/23/2019	PINAL NUTRITION PROGRAM	19-Apr	04/30/19	april meals for senior center	1,095.14



10528217	113675	5/23/2019	WATER SHED	400002011	05/06/19	monthly water and ice	11.52
10528302	419	5/17/2019	WALMART COMMUNITY # 0005 711	043019 STMT	04/30/19	Purchase Wal-Mart #2778 easter supplies and biscuit and gravy supplies	171.76
10528302	419	5/17/2019	WALMART COMMUNITY # 0005 711	043019 STMT	04/30/19	Purchase Wal-Mart #2778 misc supplies	99.15
10528302	419	5/17/2019	WALMART COMMUNITY # 0005 711	043019 STMT	04/30/19	Purchase Wm Supercenter #2778 Easter supplies for eggestravaganza	87.07
10528302	419	5/17/2019	WALMART COMMUNITY # 0005 711	043019 STMT	04/30/19	Purchase Wm Supercenter #2778 kitchen and monthly meal supplies: cinco de mayo celebration	206.28
10528302	419	5/17/2019	WALMART COMMUNITY # 0005 711	043019 STMT	04/30/19	Purchase Wm Supercenter #2778 monthly meal supplies	177.91
10528302	419	5/17/2019	WALMART COMMUNITY # 0005 711	043019 STMT	04/30/19	Purchase Wm Supercenter #2778cinco de mayo celebration supplies	32.84
10528302	419	5/17/2019	WALMART COMMUNITY # 0005 711	043019 STMT	04/30/19	Purchase Wm Supercenter #2778community promotions for Give a lift program	81.61
10528302	113576	5/16/2019	FLORENCE TRUE VALUE HARDWA	241507	04/25/19	paint, supplies andmisc supplies	190.51
10528302	113594	5/16/2019	Nat'l Ctr For Safety Initiatives LLC	142892	05/01/19	Give A Lift Background & Driving Records	64.00
10528302	113597	5/16/2019	PETTY CASH - SENIOR CENTER	19-Apr	05/15/19	family dollar	5.46
10528302	113597	5/16/2019	PETTY CASH - SENIOR CENTER	19-Apr	05/15/19	safeway ( cooking demo)	6.46
10528306	113497	5/2/2019	WEX BANK	59043150	04/30/19	SENIOR CTR	401.68
10528401	419	5/17/2019	MOOD MEDIA CORPORATE	043019 STMT	04/30/19	Pandora Music Subscription - Senior Center	29.43
10528444	419	5/17/2019	MOUNT ATHOS RESTAURANT	043019 STMT	04/30/19	Purchase Mount Athos Restaurant may senior meal	100.00
10528444	113597	5/16/2019	PETTY CASH - SENIOR CENTER	19-Apr	05/15/19	99 cent store bingo items ( reimbursed by Pinal Nutrition)	4.10
10528444	113597	5/16/2019	PETTY CASH - SENIOR CENTER	19-Apr	05/15/19	99 cent store bingo items ( reimbursed by Pinal Nutrition)	10.18
10528444	113597	5/16/2019	PETTY CASH - SENIOR CENTER	19-Apr	05/15/19	99 cent store bingo items (reimbursed by Pinal Nutrition)	8.44
10528444	113597	5/16/2019	PETTY CASH - SENIOR CENTER	19-Apr	05/15/19	Dollar General ( reimbursed by Pinal Nutrition)	11.73
10528444	113597	5/16/2019	PETTY CASH - SENIOR CENTER	19-Apr	05/15/19	Food city bingo items ( reimbursed by Pinal Nutrition)	12.54
10528444	113597	5/16/2019	PETTY CASH - SENIOR CENTER	19-Apr	05/15/19	Food city bingo items ( reimbursed by Pinal Nutrition)	15.34

10528444	113597	5/16/2019	PETTY CASH - SENIOR CENTER	19-Apr	05/15/19	Frys Bingo (reimbursed Pinal nutrition	3.93
10528444	113597	5/16/2019	PETTY CASH - SENIOR CENTER	19-Apr	05/15/19	Frys Bingo (reimbursed Pinal nutrition	8.38
10528444	113597	5/16/2019	PETTY CASH - SENIOR CENTER	19-Apr	05/15/19	Safeway (reimbursed by Pinal Nutrition)	5.78
10528444	113597	5/16/2019	PETTY CASH - SENIOR CENTER	19-Apr	05/15/19	Safeway (reimbursed by Pinal Nutrition)	9.86
10528444	113597	5/16/2019	PETTY CASH - SENIOR CENTER	19-Apr	05/15/19	Superstition Ranch Market bingo items (reimbursed by Pinal Nutrition	17.92
10528444	113597	5/16/2019	PETTY CASH - SENIOR CENTER	19-Apr	05/15/19	Superstition Ranch Market bingo items (reimbursed by Pinal Nutrition)	26.43

**4,558.73**

**Library**

10529202	113672	5/23/2019	U. S. Post Master	POSTAGE MAY/19	05/03/19	Postage renewal	512.00
10529308	419	5/17/2019	AMAZON.COM	043019 STMT	04/30/19	DVDs	81.81
10529308	113445	5/2/2019	BAKER & TAYLOR BOOKS	4012521882	04/15/19	Fiction books/CDs	15.39
10529308	113445	5/2/2019	BAKER & TAYLOR BOOKS	4012521883	04/15/19	YA books	10.44
10529308	113445	5/2/2019	BAKER & TAYLOR BOOKS	4012521884	04/15/19	Childrens/Juv books	155.35
10529308	113445	5/2/2019	BAKER & TAYLOR BOOKS	4012521885	04/15/19	Fiction books	183.62
10529308	113445	5/2/2019	BAKER & TAYLOR BOOKS	4012526097	04/18/19	NonFiction books and DVDs	15.37
10529308	113445	5/2/2019	BAKER & TAYLOR BOOKS	4012526098	04/18/19	YA books	10.44
10529308	113445	5/2/2019	BAKER & TAYLOR BOOKS	4012526099	04/18/19	Childrens/Juv books	42.37
10529308	113445	5/2/2019	BAKER & TAYLOR BOOKS	4012526100	04/18/19	Fiction books	169.88
10529308	113445	5/2/2019	BAKER & TAYLOR BOOKS	4012526101	04/18/19	Fiction books and CDs	100.62
10529308	113445	5/2/2019	BAKER & TAYLOR BOOKS	T03297060	04/23/19	DVD'S	29.96
10529308	113503	5/9/2019	BAKER & TAYLOR BOOKS	4012532395	04/24/19	Fiction books and CDs	69.74
10529308	113503	5/9/2019	BAKER & TAYLOR BOOKS	4012532396	04/24/19	Childrens/Juv books	66.43
10529308	113503	5/9/2019	BAKER & TAYLOR BOOKS	4012532397	04/24/19	Fiction books	105.54
10529308	113503	5/9/2019	BAKER & TAYLOR BOOKS	4012532398	04/24/19	Fiction books and CDs	44.53
10529308	113503	5/9/2019	BAKER & TAYLOR BOOKS	4012532885	04/25/19	NonFiction Books and DVDs	331.43
10529308	113503	5/9/2019	BAKER & TAYLOR BOOKS	H33535010	04/24/19	NonFiction Books and DVDs	28.46
10529308	113503	5/9/2019	BAKER & TAYLOR BOOKS	T03314770	04/14/19	NonFiction Books and DVDs	250.22
10529308	113553	5/16/2019	BAKER & TAYLOR BOOKS	4012438147	05/02/19	Fiction books and CDs	45.06
10529308	113553	5/16/2019	BAKER & TAYLOR BOOKS	4012538148	05/02/19	YA books	71.43
10529308	113553	5/16/2019	BAKER & TAYLOR BOOKS	4012538149	05/02/19	Childrens and Juv books	238.76
10529308	113553	5/16/2019	BAKER & TAYLOR BOOKS	T03553450	01/30/19	NonFiction Books and DVDs	44.22
10529308	113623	5/23/2019	BAKER & TAYLOR BOOKS	50919	05/21/19	Childrens and Juv Books	9.89

10529308	113623	5/23/2019	BAKER & TAYLOR BOOKS	4012544968	05/09/19	Childrens/Juv books	10.43
10529308	113623	5/23/2019	BAKER & TAYLOR BOOKS	4012544969	05/09/19	Fiction books and CDs	154.49
10529308	113623	5/23/2019	BAKER & TAYLOR BOOKS	4012544970	05/09/19	NonFiction Books and DVDs	45.10
10529308	113623	5/23/2019	BAKER & TAYLOR BOOKS	4012544971	05/09/19	YA books	42.31
10529308	113623	5/23/2019	BAKER & TAYLOR BOOKS	4012544972	05/09/19	Childrens and Juv books	177.34
10529308	113623	5/23/2019	BAKER & TAYLOR BOOKS	4012551183	05/16/19	Childrens/Juv books	10.44
10529308	113623	5/23/2019	BAKER & TAYLOR BOOKS	4012551184	05/16/19	Fiction books and CDs	63.24
10529308	113623	5/23/2019	BAKER & TAYLOR BOOKS	4012551185	05/16/19	NonFiction Books and DVDs	16.50
10529308	113623	5/23/2019	BAKER & TAYLOR BOOKS	4012551186	05/16/19	YA books	31.87
10529308	113623	5/23/2019	BAKER & TAYLOR BOOKS	4012551187	05/16/19	Childrens and Juv books	119.50
10529308	113623	5/23/2019	BAKER & TAYLOR BOOKS	T03831470	05/07/19	NonFiction Books and DVDs	78.70
10529308	113623	5/23/2019	BAKER & TAYLOR BOOKS	T04069790	05/14/19	NonFiction Books and DVDs	152.94
10529308	113687	5/30/2019	BAKER & TAYLOR BOOKS	4012552728	05/17/19	NonFiction books and DVDs	14.39
10529308	113687	5/30/2019	BAKER & TAYLOR BOOKS	4012552729	05/17/19	Fiction books and CDs	30.76
10529308	113687	5/30/2019	BAKER & TAYLOR BOOKS	4012552730	05/17/19	NonFiction Books and DVDs	15.37
10529308	113687	5/30/2019	BAKER & TAYLOR BOOKS	4012552731	05/17/19	YA books	20.88
10529308	113687	5/30/2019	BAKER & TAYLOR BOOKS	4012552732	05/17/19	Childrens and Juv books	90.88
10529308	113687	5/30/2019	BAKER & TAYLOR BOOKS	4012552733	05/17/19	YA books, Childrens books, Juv books	792.81
10529312	419	5/17/2019	AMAZON.COM	043019 STMT	04/30/19	First aid supplies - band aids	6.42
10529312	419	5/17/2019	AMAZON.COM	043019 STMT	04/30/19	First Aid supplies - fingertip fabric bandages, tweezers, scissors, poly gloves, medication kits	84.41
10529312	419	5/17/2019	AMAZON.COM	043019 STMT	04/30/19	First aid supplies - travelers medicine kit	8.62
10529401	113634	5/23/2019	EBSCO SUBSCRIPTION SERVICE	P 0416857	04/29/19	Annual Subscription Renewal	1,064.94
10529401	113653	5/23/2019	Motion Pictures Licensing Corporator	504214300	04/23/19	Annual License renewal	130.92
10529401	113655	5/23/2019	MOVIE LICENSING USA	2669202	05/01/19	Annual License Renewal	282.82
							<b>6,079.04</b>

## Engineering

10530201	113491	5/2/2019	Verizon Wireless	APR/19 9828934713	04/21/19	ENGINEERING	82.42
10530201	113731	5/30/2019	Verizon Wireless	MAY/19 9830612354	05/21/19	ENGINEERING	82.42
10530306	113497	5/2/2019	WEX BANK	59043150	04/30/19	ENGINEERING	75.93
10530308	419	5/17/2019	ANSI	043019 STMT	04/30/19	DESIGN & MAINTNANCE OF ROADWAY AND PARKING FACILITY LIGHTING 2018 BOOK	409.50
10530316	113615	5/23/2019	315 FIRE PROTECTION SERVICES	1085	04/16/19	PW FIRE SUPPRESSION SYSTEM 010-530	248.14

898.41

Facilities Maintenance

10531201	113491	5/2/2019	Verizon Wireless	APR/19	9828934713	04/21/19	FACILITIES	120.97
10531201	113731	5/30/2019	Verizon Wireless	MAY/19	9830612354	05/21/19	FACILITIES	127.49
10531207	113450	5/2/2019	DH Pace Company Inc.		SVC/68453	01/23/19	SHORTAGE FROM INVOICE SVC/68453	75.98
10531207	113486	5/2/2019	UNITED EXTERMINATING		APR/19-2	04/01/19	BRUNENKANT	25.00
10531207	113486	5/2/2019	UNITED EXTERMINATING		APR/19-2	04/01/19	CEMETARY RR	10.00
10531207	113486	5/2/2019	UNITED EXTERMINATING		APR/19-2	04/01/19	COMM DEV	25.00
10531207	113486	5/2/2019	UNITED EXTERMINATING		APR/19-2	04/01/19	FIRE STA 1	25.00
10531207	113486	5/2/2019	UNITED EXTERMINATING		APR/19-2	04/01/19	FIRE STA 2	45.00
10531207	113486	5/2/2019	UNITED EXTERMINATING		APR/19-2	04/01/19	FITNESS CTR	35.00
10531207	113486	5/2/2019	UNITED EXTERMINATING		APR/19-2	04/01/19	IT OFFICE	25.00
10531207	113486	5/2/2019	UNITED EXTERMINATING		APR/19-2	04/01/19	MCFARLAND	25.00
10531207	113486	5/2/2019	UNITED EXTERMINATING		APR/19-2	04/01/19	PADILLA PARK RR	10.00
10531207	113486	5/2/2019	UNITED EXTERMINATING		APR/19-2	04/01/19	PaRKS GROUND OFFICE	25.00
10531207	113486	5/2/2019	UNITED EXTERMINATING		APR/19-2	04/01/19	POLICE DEPT	35.00
10531207	113486	5/2/2019	UNITED EXTERMINATING		APR/19-2	04/01/19	PUBLIC WKS	45.00
10531207	113486	5/2/2019	UNITED EXTERMINATING		APR/19-2	04/01/19	SENIOR CTR	35.00
10531207	113486	5/2/2019	UNITED EXTERMINATING		APR/19-2	04/01/19	SILVER KING	35.00
10531207	113486	5/2/2019	UNITED EXTERMINATING		APR/19-2	04/01/19	TOWN HALL	50.00
10531207	113486	5/2/2019	UNITED EXTERMINATING		APR/19-2	04/01/19	WWTP'S	50.00
10531207	113504	5/9/2019	BENSON SYSTEMS		19-Apr	04/17/19	AQUATICS FACILITY ALARM	72.90
10531207	113504	5/9/2019	BENSON SYSTEMS		19-Apr	04/17/19	COMMUNITY CENTER	72.90
10531207	113504	5/9/2019	BENSON SYSTEMS		19-Apr	04/17/19	FITNESS CENTER ALARM	49.95
10531207	113504	5/9/2019	BENSON SYSTEMS		19-Apr	04/17/19	FS2 ALARM	39.95
10531207	113504	5/9/2019	BENSON SYSTEMS		19-Apr	04/17/19	IT ALARM	44.95
10531207	113504	5/9/2019	BENSON SYSTEMS		19-Apr	04/17/19	MCFARLAND PARK ALARM	34.95
10531207	113504	5/9/2019	BENSON SYSTEMS		19-Apr	04/17/19	PD EVIDENCE	24.95
10531207	113504	5/9/2019	BENSON SYSTEMS		19-Apr	04/17/19	PLANNING	35.95
10531207	113504	5/9/2019	BENSON SYSTEMS		19-Apr	04/17/19	SILVER KING ALARM	65.90
10531207	113504	5/9/2019	BENSON SYSTEMS		19-Apr	04/17/19	SWWTP ALARM	32.95
10531207	113504	5/9/2019	BENSON SYSTEMS		19-Apr	04/17/19	TOWN HALL	74.90
10531207	113544	5/9/2019	T-MOBILE USA INC.	APR/19	963909583	05/01/19	APRIL GPS 2019	69.55
10531207	113545	5/9/2019	UNITED EXTERMINATING		19-May	05/01/19	AQUATIC CENTER	35.00

10531207	113545	5/9/2019	UNITED EXTERMINATING	19-May	05/01/19	AQUATIC EQUIPMENT	10.00
10531207	113545	5/9/2019	UNITED EXTERMINATING	19-May	05/01/19	BRUNENKANT	25.00
10531207	113545	5/9/2019	UNITED EXTERMINATING	19-May	05/01/19	CEMETARY	10.00
10531207	113545	5/9/2019	UNITED EXTERMINATING	19-May	05/01/19	FITNESS CENTER	35.00
10531207	113545	5/9/2019	UNITED EXTERMINATING	19-May	05/01/19	HERITAGE PARK RR	25.00
10531207	113545	5/9/2019	UNITED EXTERMINATING	19-May	05/01/19	HIGH PROFILE RR	10.00
10531207	113545	5/9/2019	UNITED EXTERMINATING	19-May	05/01/19	JACQUES SQUARE	10.00
10531207	113545	5/9/2019	UNITED EXTERMINATING	19-May	05/01/19	LIBRARY/COMM CENTER	80.00
10531207	113545	5/9/2019	UNITED EXTERMINATING	19-May	05/01/19	PaDILLA PARK	10.00
10531207	113545	5/9/2019	UNITED EXTERMINATING	19-May	05/01/19	POLICE DEPT	35.00
10531207	113545	5/9/2019	UNITED EXTERMINATING	19-May	05/01/19	POLICE EVIDENCE	35.00
10531207	113545	5/9/2019	UNITED EXTERMINATING	19-May	05/01/19	SENIOR CENTER	35.00
10531207	113545	5/9/2019	UNITED EXTERMINATING	19-May	05/01/19	SILVER KING	25.00
10531207	113689	5/30/2019	BENSON SYSTEMS	19-Jun	05/17/19	AQUATICS FACILITY ALARM	72.90
10531207	113689	5/30/2019	BENSON SYSTEMS	19-Jun	05/17/19	COMMUNITY CENTER	72.90
10531207	113689	5/30/2019	BENSON SYSTEMS	19-Jun	05/17/19	FS2 ALARM	39.95
10531207	113689	5/30/2019	BENSON SYSTEMS	19-Jun	05/17/19	IT ALARM	44.95
10531207	113689	5/30/2019	BENSON SYSTEMS	19-Jun	05/17/19	PD EVIDENCE	24.95
10531207	113689	5/30/2019	BENSON SYSTEMS	19-Jun	05/17/19	PLANNING	35.95
10531207	113689	5/30/2019	BENSON SYSTEMS	19-Jun	05/17/19	SILVER KING ALARM	12.85
10531207	113689	5/30/2019	BENSON SYSTEMS	19-Jun	05/17/19	SWWTP ALARM	32.95
10531207	113689	5/30/2019	BENSON SYSTEMS	19-Jun	05/17/19	TOWN HALL	74.90
10531207	113689	5/30/2019	BENSON SYSTEMS	19-Jun	05/17/19	FITNESS CENTER	49.95
10531207	113689	5/30/2019	BENSON SYSTEMS	19-Jun	05/17/19	MCFARLAND PARK	34.95
10531207	113689	5/30/2019	BENSON SYSTEMS	19-Jun	05/17/19	SILVER KING ALARM	53.05
10531208	113542	5/9/2019	SUPERIOR ELECTRIC LLC	2168	04/14/19	Electric work on PD Generator	2,100.00
10531209	113473	5/2/2019	LONG STAR AUTO GLASS SERVICE	2492	04/24/19	Frt windshield for FM-4	223.36
10531222	113499	5/9/2019	Arizona Office of Technology	IN568594	04/19/19	BASE CHARGE - PUBLIC WORKS #82262	439.03
10531302	419	5/17/2019	AMAZON.COM	043019 STMT	04/30/19	Amazon: Three (3) push button assemblies for Facilities	106.26
10531302	113520	5/9/2019	FLORENCE TRUE VALUE HARDWA	242000	04/30/19	FLOUR, BULBS	47.63
10531302	113520	5/9/2019	FLORENCE TRUE VALUE HARDWA	242009	04/30/19	CAULK	4.23
10531302	113520	5/9/2019	FLORENCE TRUE VALUE HARDWA	242010	04/30/19	BRUSH	6.32
10531302	113576	5/16/2019	FLORENCE TRUE VALUE HARDWA	241721	04/10/19	LATHE SCREW	8.46

10531302	113576	5/16/2019	FLORENCE TRUE VALUE HARDWA	241821	04/17/19	RAG, TAPE, SEAL	22.92
10531302	113576	5/16/2019	FLORENCE TRUE VALUE HARDWA	241858	04/19/19	V-NOTCH SPREADER	9.82
10531302	113576	5/16/2019	FLORENCE TRUE VALUE HARDWA	241866	04/19/19	SANDPAPER	3.17
10531302	113576	5/16/2019	FLORENCE TRUE VALUE HARDWA	241870	04/19/19	STAPLES	6.34
10531302	113576	5/16/2019	FLORENCE TRUE VALUE HARDWA	241892	04/19/19	PLEAT FILTER	7.84
10531302	113576	5/16/2019	FLORENCE TRUE VALUE HARDWA	241963	04/26/19	Staples	3.70
10531302	113576	5/16/2019	FLORENCE TRUE VALUE HARDWA	241989	04/29/19	DISCONNECT FUSE	26.87
10531302	113576	5/16/2019	FLORENCE TRUE VALUE HARDWA	242002	04/30/19	DRYWALL KNIFE, COMPOUND	17.45
10531302	113576	5/16/2019	FLORENCE TRUE VALUE HARDWA	242020	05/01/19	BLADES	7.40
10531302	113576	5/16/2019	FLORENCE TRUE VALUE HARDWA	242092	05/06/19	BATTERY	26.08
10531302	113576	5/16/2019	FLORENCE TRUE VALUE HARDWA	242095	05/06/19	CREDIT	-26.08
10531302	113576	5/16/2019	FLORENCE TRUE VALUE HARDWA	242103	05/06/19	TEXTURE SPRAY	16.94
10531302	113576	5/16/2019	FLORENCE TRUE VALUE HARDWA	242147	05/09/19	METAL CUT WHEEL	6.97
10531302	113576	5/16/2019	FLORENCE TRUE VALUE HARDWA	242152	05/09/19	NUTS BOLTS SCREWS	20.49
10531302	113576	5/16/2019	FLORENCE TRUE VALUE HARDWA	242162	05/09/19	DISCONNECT FUSE	6.88
10531302	113700	5/30/2019	FLORENCE TRUE VALUE HARDWA	242170	05/09/19	paint supplies	116.21
10531302	113700	5/30/2019	FLORENCE TRUE VALUE HARDWA	242198	05/13/19	roller frame	4.12
10531302	113700	5/30/2019	FLORENCE TRUE VALUE HARDWA	242224	05/14/19	Adapters	0.84
10531302	113700	5/30/2019	FLORENCE TRUE VALUE HARDWA	242225	05/14/19	Adapters	1.05
10531302	113700	5/30/2019	FLORENCE TRUE VALUE HARDWA	242227	05/14/19	COUPLING, BUSHING	2.51
10531302	113700	5/30/2019	FLORENCE TRUE VALUE HARDWA	242256	05/16/19	pVC ADAPTERS	29.81
10531302	113700	5/30/2019	FLORENCE TRUE VALUE HARDWA	242257	05/16/19	CREDIT - ELBOW	-16.18
10531302	113700	5/30/2019	FLORENCE TRUE VALUE HARDWA	242258	05/16/19	TAPE, SAND PAPER	6.33
10531302	113700	5/30/2019	FLORENCE TRUE VALUE HARDWA	242259	05/16/19	ABS CAP; TEST CAP	8.58
10531302	113700	5/30/2019	FLORENCE TRUE VALUE HARDWA	242264	05/16/19	Adapter, COUPLING	4.72
10531302	113700	5/30/2019	FLORENCE TRUE VALUE HARDWA	242267	05/16/19	COUPLING, BUSHING	7.36
10531304	113458	5/2/2019	FRANCISCO MEJIA	1622244	04/14/19	Uniform allowance for boots/pants	160.28
10531306	113497	5/2/2019	WEX BANK	59043150	04/30/19	FAC MAINT	417.15
10531311	113520	5/9/2019	FLORENCE TRUE VALUE HARDWA	242001	04/30/19	TAPING KNIFE, PAINT DRILL MIXER	16.92
10531311	113700	5/30/2019	FLORENCE TRUE VALUE HARDWA	242202	05/13/19	Small Tools for Facilities Maint.-DRAIN AUGER	24.56
10531311	113700	5/30/2019	FLORENCE TRUE VALUE HARDWA	242223	05/14/19	Small Tools for Facilities Maint.-MAS bit	18.00
10531312	113680	5/30/2019	AGS SAFETY & SUPPLY	7488093	05/14/19	BPO FOR 1ST AID SUPPLIES	180.31
10531315	113495	5/2/2019	WAXIE SANITARY SUPPLY	78073740	02/22/19	BPO FOR CUSTODIAL SUPPLIES-FACILITIES	31.51

10531315	113495	5/2/2019	WAXIE SANITARY SUPPLY	78083740	02/22/19	BPO FOR CUSTODIAL SUPPLIES-FACILITIES	31.51
10531315	113495	5/2/2019	WAXIE SANITARY SUPPLY	78101799	03/01/19	BPO FOR CUSTODIAL SUPPLIES-FACILITIES	86.61
10531315	113495	5/2/2019	WAXIE SANITARY SUPPLY	78102918	03/01/19	BPO FOR CUSTODIAL SUPPLIES-FACILITIES	0.02
10531315	113548	5/9/2019	WAXIE SANITARY SUPPLY	78119235	03/08/19	BPO FOR CUSTODIAL SUPPLIES-FACILITIES	2,582.65
10531315	113548	5/9/2019	WAXIE SANITARY SUPPLY	78126676	03/12/19	Custodial Supplies for Facilities Maint.	53.74
10531315	113548	5/9/2019	WAXIE SANITARY SUPPLY	78126676	03/12/19	Custodial Supplies for Facilities Maint.	320.00
10531315	113548	5/9/2019	WAXIE SANITARY SUPPLY	78126688	03/12/19	BPO FOR CUSTODIAL SUPPLIES-FACILITIES	1,164.55
10531315	113548	5/9/2019	WAXIE SANITARY SUPPLY	78219767	04/19/19	Custodial Supplies for Facilities Maint.	402.66
10531316	113542	5/9/2019	SUPERIOR ELECTRIC LLC	2145	03/14/19	CALL OUT SVC - PW BUILDING	415.00
10531316	113542	5/9/2019	SUPERIOR ELECTRIC LLC	2145	03/14/19	CALL OUT SVC - PW BUILDING	600.00
10531316	113608	5/16/2019	SUPERIOR ELECTRIC LLC	2194	05/02/19	FITNESS CENTER ELECTRIC PANEL	750.00
10531316	113608	5/16/2019	SUPERIOR ELECTRIC LLC	2198	05/03/19	Outlet installation for Brunenkant for	825.00
10531316	113615	5/23/2019	315 FIRE PROTECTION SERVICES	1085	04/16/19	PW FIRE SUPPRESSION SYSTEM 012-518	496.27
10531316	113682	5/30/2019	ALL PARTITIONS AND PARTS LLC.	14269	04/30/19	Stainless Steel Partitions for Facilities-HERITAGE PARK RESTROOM	627.50
							<b>14,836.16</b>

### General Government

10532201	113511	5/9/2019	CENTURYLINK	APR/19 VAR	04/16/19	868-0236	52.89
10532201	113511	5/9/2019	CENTURYLINK	APR/19 VAR	04/16/19	868-7500	91.05
10532201	113514	5/9/2019	COX BUSINESS	APR/19 VAR	04/21/19	778 N MAIN ST	128.77
10532201	113627	5/23/2019	CENTURYLINK	APR/19-2	04/16/19	868-0118 TRUNK LINE	527.06
10532201	113627	5/23/2019	CENTURYLINK	APR/19-2	04/16/19	868-0238 9-1-1 LOCATOR FOR MAR/APR	158.56
10532201	113627	5/23/2019	CENTURYLINK	APR/19-2	04/16/19	868-0593 INTERNET LINE	114.89
10532201	113693	5/30/2019	CENTURYLINK	MAY/19-A	05/16/19	868-0236 FIRE ALARM	52.89
10532201	113693	5/30/2019	CENTURYLINK	MAY/19-A	05/16/19	868-7500 MAIN LINE	91.05
10532206	113705	5/30/2019	HARTFORD INSURANCE COMPANY	9.90E+13	05/20/19	Flood Ins Fire Dept	1,640.00
10532214	113500	5/9/2019	ARIZONA PUBLIC SERVICE	8742601000 APR-19	05/02/19	440 N MAIN ST SILVER KING	142.73
10532214	113500	5/9/2019	ARIZONA PUBLIC SERVICE	8742601000 APR-19	05/02/19	440 N MAIN ST STE 102	90.36
10532214	113500	5/9/2019	ARIZONA PUBLIC SERVICE	8742601000 APR-19	05/02/19	440 N MAIN ST STE 201	72.72

10532214	113500	5/9/2019	ARIZONA PUBLIC SERVICE	8742601000	APR-19	05/02/19	440 N. MAIN ST STE 202	71.44
10532214	113511	5/9/2019	CENTURYLINK		APR/19 VAR	04/16/19	868-0705	160.10
10532214	113511	5/9/2019	CENTURYLINK		APR/19 VAR	04/16/19	868-8933 291.S BAILEY	143.31
10532214	113693	5/30/2019	CENTURYLINK		MAY/19-A	05/16/19	868-0705 SILVERKING ALARM	160.10
10532214	113693	5/30/2019	CENTURYLINK		MAY/19-A	05/16/19	868-8933 291.S BAILEY	143.31
10532215	113500	5/9/2019	ARIZONA PUBLIC SERVICE	8742601000	APR-19	05/02/19	24 W RUGGLES ST	171.12
10532215	113500	5/9/2019	ARIZONA PUBLIC SERVICE	8742601000	APR-19	05/02/19	24 W RUGGLES ST - MCFARLAND	59.55
10532215	113500	5/9/2019	ARIZONA PUBLIC SERVICE	8742601000	APR-19	05/02/19	291 N BAILEY ST	115.80
10532215	113500	5/9/2019	ARIZONA PUBLIC SERVICE	8742601000	APR-19	05/02/19	440 N MAIN ST STE 101	154.10
10532215	113500	5/9/2019	ARIZONA PUBLIC SERVICE	8742601000	APR-19	05/02/19	600 N MAIN ST - IT	241.99
10532215	113500	5/9/2019	ARIZONA PUBLIC SERVICE	8742601000	APR-19	05/02/19	775 N MAIN ST-TOWN HALL	2,511.61
10532217	113694	5/30/2019	CITY OF COOLIDGE	1053		05/22/19	CART Renewal Payment Oct. 2018 - Sept. 2019	23,558.00
10532314	113494	5/2/2019	WATER SHED	400001925		04/19/19	BLANKET PO FOR TOWN HALL ICE/WATER	26.33
10532314	113494	5/2/2019	WATER SHED	400001978		04/29/19	BLANKET PO FOR TOWN HALL ICE/WATER	22.49
10532314	113538	5/9/2019	SHRED-IT USA	8127055415		04/15/19	MONTHLY SHREDDING FOR TOWN HALL AND PD	68.00
10532314	113675	5/23/2019	WATER SHED	400002051		05/13/19	BLANKET PO FOR TOWN HALL ICE/WATER	38.40
10532314	113675	5/23/2019	WATER SHED	400002104		05/20/19	BLANKET PO FOR TOWN HALL ICE/WATER-IT	13.16
10532409	419	5/17/2019	Arizona Department of Admin.	043019	STMT	04/30/19	Furniture purchase for various Town departments	297.64
10532409	419	5/17/2019	Hampton Inn & Suites	043019	STMT	04/30/19	Smart Cities Summit Lodging for Brent Billingsley and Trenton Shaffer	625.05
10532409	419	5/17/2019	Temporary Vendor	043019	STMT	04/30/19	Airport Parking for Smart City Conference - Billingsley	48.00
10532409	113604	5/16/2019	SHI International Corp	B09929430		05/07/19	Watchguard Firebox M470 with 3 year Total Security Suite	8,284.14
10532409	113607	5/16/2019	SUBEX INC	40000381		04/30/19	Subex Cybersecurity Agreement - Annual (approved on consent agenda June 18, 2018 Town Council)	2,083.33
10532410	419	5/17/2019	RV RENTAL OUTLET	043019	STMT	04/30/19	Purchase Rv Rental Outlet -Country Thunder RV rental for fire coverage at event	1,357.58
10532410	113564	5/16/2019	CASELLE INC.	95130		05/07/19	CREDIT VOUCHER PROMO CODE UG 19AZ	-25.00



10532410	113564	5/16/2019	CASELLE INC.	95137	05/14/19	Caselle Advantage Pkg	11,000.00
10532410	113564	5/16/2019	CASELLE INC.	95137	05/14/19	PHOTO CONTEST -PKG DISCOUNT	-500.00
							<b>53,992.52</b>

**Cemetery**

10533317	113685	5/30/2019	ARIZONA DEPARTMENT OF CORRI	A04114A 20190509	05/14/19	INMATE LABOR/WORK PROGRAM - Cemetery	2.00
							<b>2.00</b>

**Fleet Maintenance**

10536207	113544	5/9/2019	T-MOBILE USA INC.	APR/19 963909583	05/01/19	APRIL GPS 2019	27.82
10536209	113449	5/2/2019	Day Auto Supply Inc	772488	04/25/19	MOLY GREASE FOR SHOP	37.67
10536209	113516	5/9/2019	Day Auto Supply Inc	773261	05/03/19	AIR HOSE FOR SHOP LIFT	14.38
10536209	113536	5/9/2019	RV STRIPES & GRAPHICS, INC.	24508	05/01/19	Town seals for Vehicles	219.12
10536209	113571	5/16/2019	Day Auto Supply Inc	773396	05/06/19	BATTERIES FOR WELDING HELMETS	5.63
10536209	113571	5/16/2019	Day Auto Supply Inc	773473	05/07/19	WIRE LOOM FOR NEW LIFT	3.14
10536304	113632	5/23/2019	David Hills	JCP6473	05/13/19	Uniform allowance for boots/pants	51.73
10536304	113699	5/30/2019	ERNESTO LOPEZ	BB454676	05/17/19	Uniform allowance for boots/pants	167.95
10536306	113497	5/2/2019	WEX BANK	59043150	04/30/19	FLEET	146.10
10536311	113449	5/2/2019	Day Auto Supply Inc	772516	04/25/19	SCRAPER SET FOR SHOP	5.64
10536314	113449	5/2/2019	Day Auto Supply Inc	772369	04/24/19	WINDSHIELD WASHER FLUID FOR SHOP	8.28
10536314	113516	5/9/2019	Day Auto Supply Inc	773228	05/03/19	CAR WASH BRUSH FOR FLEET	15.64
10536314	113516	5/9/2019	Day Auto Supply Inc	773252	05/03/19	BRAKLEEN FOR FLEET	33.14
10536314	113516	5/9/2019	Day Auto Supply Inc	773284	05/03/19	OIL FOR SHOP LIFT	20.76
10536314	113571	5/16/2019	Day Auto Supply Inc	773519	05/07/19	RUBBING COMPOUND FOR SHOP	24.05
10536314	113571	5/16/2019	Day Auto Supply Inc	773532	05/07/19	SHOP TOWELS	50.65
10536314	113571	5/16/2019	Day Auto Supply Inc	773622	05/08/19	ADHESIVE REMOVER SHOP	10.26
10536314	113571	5/16/2019	Day Auto Supply Inc	773756	05/07/19	PAINT FOR OLD LIFT	56.18
10536314	113571	5/16/2019	Day Auto Supply Inc	773791	05/07/19	AIRLINE ADAPTER FOR NEW LIFT	2.07
10536314	113684	5/30/2019	Arizona Brake & Clutch Supply	52194	05/14/19	Black nitro gloves for Shop	33.66
10536314	113686	5/30/2019	ARIZONA RUBBER CO	584573	05/01/19	TIRE MOUNTING SUPPLIES FOR SHOP	94.22
10536316	113615	5/23/2019	315 FIRE PROTECTION SERVICES	1085	04/16/19	PW FIRE SUPPRESSION SYSTEM-010-536	124.07
							<b>1,152.16</b>

**Economic Development**

10551201	113511	5/9/2019	CENTURYLINK	APR/19 VAR	04/16/19	868-8030 MCFARLAND PARK	52.89
10551201	113693	5/30/2019	CENTURYLINK	MAY/19-A	05/16/19	868-8030 MCFARLAND PARK	52.89

105.78

**Capital Projects Fund-General Government**

11511505	113515	5/9/2019	CREATIVE COMMUNICATIONS SAL	TUC-128	04/02/19	Upfit for 3 new Police Interceptors	15,432.80
11511505	113515	5/9/2019	CREATIVE COMMUNICATIONS SAL	TUC-129	04/02/19	Upfit for 3 new Police Interceptors	15,432.80
11511505	113515	5/9/2019	CREATIVE COMMUNICATIONS SAL	TUC-130	04/02/19	Upfit for 3 new Police Interceptors	15,432.80
11515506	113610	5/16/2019	UNITED FIRE EQUIPMENT CO.	706134	04/30/19	SCBA compressor for Station #2	36,851.38
11515506	113665	5/23/2019	SUPERIOR ELECTRIC LLC	2192	04/30/19	electrical install for breathing air compressor	1,500.00
11515506	113728	5/30/2019	UNITED FIRE EQUIPMENT CO.	707580	05/17/19	SCBA compressor for Station #2	1,200.01
11520815	113731	5/30/2019	Verizon Wireless	MAY/19 9830612354	05/21/19	NEW EQUIP UPGRADE - FD TABLETS	3,473.61
				48609010	02/15/19	Poston Butte Preserve - Environmental Assessment for BLM Parcels (on-call consultant) - \$57,250 project total (\$1,576.25 spent in FY18)	125.68
11522217	113613	5/16/2019	WESTLAND RESOURCES INC				
				48609011	03/14/19	Poston Butte Preserve - Environmental Assessment for BLM Parcels (on-call consultant) - \$57,250 project total (\$1,576.25 spent in FY18)	1,462.53
11522217	113613	5/16/2019	WESTLAND RESOURCES INC				
11522217	113640	5/23/2019	GREENPLAY LLC	6442	05/10/19	Parks and Recreation Comprehensive Plan	8,303.50
				48609012	04/15/19	EA AND CRI FOR POSTON BUTTE PRESV EXPANSION	1,633.75
11522217	113733	5/30/2019	WESTLAND RESOURCES INC				
				48609013	05/15/19	EA AND CRI FOR POSTON BUTTE PRESV EXPANSION	4,629.28
11522217	113733	5/30/2019	WESTLAND RESOURCES INC				
11531211	113565	5/16/2019	CentiMark Corporation	8400194427	04/16/19	Roofing repairs for Town Hall - East side	9,251.74
							<b>114,729.88</b>

**Highway User Fund**

12518201	113491	5/2/2019	Verizon Wireless	APR/19 9828934713	04/21/19	PUBLIC WORKS / STREETS	784.88
12518201	113630	5/23/2019	COX BUSINESS	APR/19 VAR-2	05/03/19	425 E RUGGLES ST / DIG ADAPTER	3.14
12518201	113731	5/30/2019	Verizon Wireless	MAY/19 9830612354	05/21/19	PW & STREETS PHONES	1,100.45
12518207	113544	5/9/2019	T-MOBILE USA INC.	APR/19 963909583	05/01/19	APRIL GPS 2019	284.56
12518209	113449	5/2/2019	Day Auto Supply Inc	772837	04/29/19	WIPER BLADES FOR ST-10	28.81
12518209	113467	5/2/2019	JONES AUTO CENTER	177184	04/26/19	TRANS CABLE FOR ST-27	79.60
12518209	113516	5/9/2019	Day Auto Supply Inc	773106	05/02/19	OIL & FILTERS FOR ST-26	215.00
12518209	113516	5/9/2019	Day Auto Supply Inc	773108	05/02/19	STOCK OIL FOR FLEET	212.78
12518209	113633	5/23/2019	Day Auto Supply Inc	773508	05/07/19	CABIN AIR FILTER FOR ST-52	22.36

12518209	113633	5/23/2019	Day Auto Supply Inc	773576	05/08/19	CABIN AIR FILTERS FOR ST-51 & 50	44.73
12518209	113633	5/23/2019	Day Auto Supply Inc	773636	05/08/19	LED BEACON LIGHT FOR ST-81	486.41
12518209	113633	5/23/2019	Day Auto Supply Inc	773757	05/09/19	OIL FILTER FOR ST-10	30.57
12518209	113633	5/23/2019	Day Auto Supply Inc	773820	05/10/19	A/C DYE FOR ST-51	10.14
12518209	113702	5/30/2019	FREIGHTLINER ARIZONA LLC	RA320004972:01	05/22/19	A/C REPAIR FOR ST-52	1,472.12
12518209	113704	5/30/2019	GRAINGER INC.	9146726264	05/15/19	ANTI-SLIP TAPE FOR SHOP	38.99
12518209	113716	5/30/2019	Manatee Tire & Auto Inc. dba	189120	05/21/19	1 tire for WW-26	149.37
12518209	113729	5/30/2019	UNITED ROTARY BRUSH CORPOR.	C1235934	05/20/19	Side brooms for ST-26	491.71
12518211	113469	5/2/2019	KIRK'S TIRES	4845	04/16/19	Labor to mount 2 new tires on ST-30	195.00
12518211	113558	5/16/2019	BINGHAM EQUIPMENT COMPANY	P54718	03/18/19	RADIO FOR ST-21	424.13
12518211	113698	5/30/2019	EMPIRE SOUTHWEST	EMPS4650602	05/13/19	TAIL LIGHT LENSES FOR ST-3	89.85
12518211	113698	5/30/2019	EMPIRE SOUTHWEST	EMPS4655006	05/17/19	CUTING EDGE BOLT KIT FOR ST-30	90.10
12518211	113701	5/30/2019	FORKLIFT EXCHANGE	9934	04/30/19	Air cleaner cover for ST-28	237.64
12518211	113724	5/30/2019	STOTZ EQUIPMENT	P88102	05/14/19	BlADES FOR ST-21 MOWER	547.88
12518211	113727	5/30/2019	Titan Machinery Inc.	12435494GP	05/22/19	STEP STRAP FOR ST-18 LOADER	162.75
12518215	113500	5/9/2019	ARIZONA PUBLIC SERVICE	8742601000 APR-19	05/02/19	201 N GRANITE ST	37.52
12518215	113500	5/9/2019	ARIZONA PUBLIC SERVICE	8742601000 APR-19	05/02/19	2028 N HUNT HWY FIRE ST 2 TRAF LT	111.49
12518215	113500	5/9/2019	ARIZONA PUBLIC SERVICE	8742601000 APR-19	05/02/19	3180 N HUNT HWY	164.02
12518215	113500	5/9/2019	ARIZONA PUBLIC SERVICE	8742601000 APR-19	05/02/19	444 N WARNER ST	687.74
12518215	113500	5/9/2019	ARIZONA PUBLIC SERVICE	8742601000 APR-19	05/02/19	4552 N HUNT HWY	156.15
12518215	113500	5/9/2019	ARIZONA PUBLIC SERVICE	8742601000 APR-19	05/02/19	460 N WARNER ST	12.50
12518215	113500	5/9/2019	ARIZONA PUBLIC SERVICE	8742601000 APR-19	05/02/19	PINAL PKWY	92.11
12518215	113500	5/9/2019	ARIZONA PUBLIC SERVICE	8742601000 APR-19	05/02/19	SW COR MAIN & BUTTE TRLG SIG	60.24
12518215	113500	5/9/2019	ARIZONA PUBLIC SERVICE	MAIN ST STL APR/19	05/02/19	MAIN ST LIGHT	2,882.23
12518215	113505	5/9/2019	BIA	APR 19/VAR	05/02/19	17 DD LTS @ FLO N FLO	233.75
12518215	113505	5/9/2019	BIA	APR 19/VAR	05/02/19	723 N PINAL PKWY TRAFFIC LIGHT	54.27
12518215	113505	5/9/2019	BIA	APR 19/VAR	05/02/19	FLO GRDN 4DD LTS	61.60
12518215	113505	5/9/2019	BIA	APR 19/VAR	05/02/19	HWY 79 FLORENCE GARDEN D-D LIGHTS (8)	110.00
12518215	113505	5/9/2019	BIA	APR 19/VAR	05/02/19	HWY 87 & CAMPBELL	46.20
12518215	113617	5/23/2019	APS	APR 19/AR0480006594	04/29/19	Street light BILLING AR0480006594	3,333.49
12518215	113635	5/23/2019	Electrical District No. 2	19-Apr	05/06/19	7158 W HUNT HWY SIGNAL LIGHT	46.93
12518215	113635	5/23/2019	Electrical District No. 2	19-Apr	05/06/19	DIVERSION DAM RD B/N HWY 79/BOWLIN	267.63
12518217	113448	5/2/2019	D2 Surveying	1270	02/22/19	PROF SVC - DIVERSION DAM RD	2,200.00

12518231	113470	5/2/2019	KS STATEBANK	CONTR 04.03.19	04/03/19	CONTRACT WITH AOT FOR MULTI-FUNCTION COPY MACHINES	209.75
12518231	113648	5/23/2019	KS STATEBANK	CONTR 05.14.19	05/14/19	CONTRACT WITH AOT FOR MULTI-FUNCTION COPY MACHINES	209.75
12518301	113474	5/2/2019	OFFICE DEPOT INC	29134061001	03/28/19	Blanket: Office Supplies for Streets	4.88
12518302	419	5/17/2019	Vistaprint Netherlands B.V.	043019 STMT	04/30/19	PUBLIC WORKS SUPPLIES	89.51
12518302	113547	5/9/2019	WATER SHED	40000187	04/24/19	Water and ice for PW	60.47
12518302	113547	5/9/2019	WATER SHED	4000113	03/26/19	Water and ice for PW	34.55
12518302	113581	5/16/2019	HOME DEPOT CREDIT SERVICES	1053397	04/18/19	Operating Supplies for PW/Streets	73.87
12518302	113605	5/16/2019	Staples Business Advantage	7215626533	03/25/19	VELCRO	89.73
12518302	113605	5/16/2019	Staples Business Advantage	7215626533-0-2	03/25/19	MAGNIFIER	10.54
12518302	113605	5/16/2019	Staples Business Advantage	7216027564-0-2	04/04/19	PW SIGN - EMPLOYEE ONLY	16.42
12518302	113605	5/16/2019	Staples Business Advantage	7216027564-0-3	04/03/19	HOLDER	23.71
12518302	113605	5/16/2019	Staples Business Advantage	721627564-0-1	04/05/19	DOORBELL	27.84
12518302	113612	5/16/2019	WATER SHED	400001856	04/08/19	Water and ice for PW	30.23
12518302	113612	5/16/2019	WATER SHED	400001931	04/22/19	Water and ice for PW	82.07
12518304	113482	5/2/2019	RYAN BURSON	JCP 0503	04/13/19	Uniform Allowance for Boots/Pants	27.81
12518304	113482	5/2/2019	RYAN BURSON	JCP 7349	04/13/19	Uniform Allowance for Boots/Pants	211.37
12518304	113482	5/2/2019	RYAN BURSON	RED WING	04/13/19	Uniform Allowance for Boots/Pants	302.66
12518304	113628	5/23/2019	CHRIS MAHURIN	JCP5162	05/18/19	Reimbursement for Uniform Allowance	158.06
12518304	113628	5/23/2019	CHRIS MAHURIN	JCP5189	05/18/19	Reimbursement for Uniform Allowance	129.93
12518304	113628	5/23/2019	CHRIS MAHURIN	MACY6800	05/18/19	Reimbursement for Uniform Allowance	96.66
12518306	113497	5/2/2019	WEX BANK	59043150	04/30/19	HURF	3,244.14
12518311	113581	5/16/2019	HOME DEPOT CREDIT SERVICES	1053396	04/18/19	BPO FOR SMALL TOOLS-STREETS	550.78
12518312	113680	5/30/2019	AGS SAFETY & SUPPLY	7487757	05/10/19	BPO FOR 1ST AID SUPPLIES	139.51
12518312	113680	5/30/2019	AGS SAFETY & SUPPLY	7488093	05/14/19	BPO FOR 1ST AID SUPPLIES	45.37
12518313	113501	5/9/2019	ATSSA-American Traffic	INV-10467-N6D3B9	04/12/19	Flagger Student Kit (15)	365.48
12518316	113615	5/23/2019	315 FIRE PROTECTION SERVICES	1085	04/16/19	PW FIRE SUPPRESSION SYSTEM 012-518	2,481.35
12518317	113498	5/9/2019	ARIZONA DEPARTMENT OF CORRI	A04115A 04/12/19	04/19/19	Inmate Labor/Work Program (Streets)	60.00
12518317	113550	5/16/2019	ARIZONA DEPARTMENT OF CORRI	A04115A 20190425	04/30/19	Inmate Labor/Work Program (Streets)	20.00
12518317	113685	5/30/2019	ARIZONA DEPARTMENT OF CORRI	A04114A 20190509	05/14/19	INMATE LABOR/WORK PROGRAM - Streets	26.00
12518322	113519	5/9/2019	ERGON ASPHALT & EMULSIONS II	9402024004	04/18/19	BPO FOR TACK OIL-STREETS	71.06
12536209	113449	5/2/2019	Day Auto Supply Inc	772488	04/25/19	MOLY GREASE FOR SHOP	28.85
12536209	113516	5/9/2019	Day Auto Supply Inc	773252	05/03/19	BRACLEEN FOR FLEET	25.38

12536209	113516	5/9/2019	Day Auto Supply Inc	773261	05/03/19	AIR HOSE FOR SHOP LIFT	11.01
12536209	113536	5/9/2019	RV STRIPES & GRAPHICS, INC.	24508	05/01/19	Town seals for Vehicles	167.84
12536209	113571	5/16/2019	Day Auto Supply Inc	773396	05/06/19	BATTERIES FOR WELDING HELMETS	4.32
12536209	113571	5/16/2019	Day Auto Supply Inc	773473	05/07/19	WIRE LOOM FOR NEW LIFT	2.40
12536209	113571	5/16/2019	Day Auto Supply Inc	773532	05/07/19	SHOP TOWELS	38.80
12536209	113571	5/16/2019	Day Auto Supply Inc	773756	05/07/19	PAINT FOR OLD LIFT	43.05
12536209	113571	5/16/2019	Day Auto Supply Inc	773791	05/07/19	AIRLINE ADAPTER FOR NEW LIFT	1.59
12536304	113632	5/23/2019	David Hills	JCP6473	05/13/19	Uniform allowance for boots/pants	39.63
12536304	113699	5/30/2019	ERNESTO LOPEZ	BB454676	05/17/19	Uniform allowance for boots/pants	128.64
12536306	113497	5/2/2019	WEX BANK	59043150	04/30/19	FLEET	111.90
12536311	113449	5/2/2019	Day Auto Supply Inc	772516	04/25/19	SCRAPER SET FOR SHOP	4.32
12536314	113449	5/2/2019	Day Auto Supply Inc	772369	04/24/19	WINDSHIELD WASHER FLUID FOR SHOP	6.34
12536314	113516	5/9/2019	Day Auto Supply Inc	773228	05/03/19	CAR WASH BRUSH FOR FLEET	11.98
12536314	113516	5/9/2019	Day Auto Supply Inc	773284	05/03/19	OIL FOR SHOP LIFT	15.90
12536314	113571	5/16/2019	Day Auto Supply Inc	773519	05/07/19	RUBBING COMPOUND FOR SHOP	18.42
12536314	113571	5/16/2019	Day Auto Supply Inc	773622	05/08/19	ADHESIVE REMOVER SHOP	7.86
12536314	113684	5/30/2019	Arizona Brake & Clutch Supply	52194	05/14/19	Black nitro gloves for Shop	25.78
12536314	113686	5/30/2019	ARIZONA RUBBER CO	584573	05/01/19	TIRE MOUNTING SUPPLIES FOR SHOP	72.17
12536316	113615	5/23/2019	315 FIRE PROTECTION SERVICES	1085	04/16/19	PW FIRE SUPPRESSION SYSTEM-010-536	124.07
12536403	419	5/17/2019	www.ase.com Automotive Svc Excellen	043019 STMT	04/30/19	AUTO MAINTENANCE & REPAIR TEST FEE	65.57
12536403	113636	5/23/2019	ERNESTO LOPEZ	LOPEZ PER DIEM	02/12/19	Per diem for meals during ASE	124.50
12581506	113516	5/9/2019	Day Auto Supply Inc	773221	05/03/19	4 Post lift for Shop	9,972.69
12581506	113725	5/30/2019	SUPERIOR ELECTRIC LLC	2211	05/16/19	Supply power to new lift in Shop	2,300.00
12581507	113559	5/16/2019	CACTUS TRANSPORT INC.	71948247R	04/29/19	T-69 Pavement Preservation Spring PMAR-Chip	5,902.80
12581507	113726	5/30/2019	TERRACON CONSULTANTS INC	TB91794	04/18/19	CIP T-60 1st Street Paving Project	14,860.50
12581507	113726	5/30/2019	TERRACON CONSULTANTS INC	TC03414	05/16/19	CIP T-60 1st Street Paving Project	2,512.00
							<b>63,282.65</b>

### Water Fund

51219000	111090	8/9/2018	2nd Temp	11106604	08/03/18	Water Deposit Refund	102.40
51219000	113560	5/16/2019	2nd Temp	11106606	05/09/19	Water REFUND DEPOSIT	39.03
51219000	113609	5/16/2019	2nd Temp	513708	05/14/19	WATER DEPOSIT REFUND	75.50
51219000	113609	5/16/2019	2nd Temp	513805	05/09/19	Water REFUND DEPOSIT	80.07
51219000	113637	5/23/2019	2nd Temp	10221604	05/21/19	Water Deposit Refund	125.50

51219000	113671	5/23/2019	2nd Temp	218031	05/21/19	Water Deposit Refund	123.92
51219000	113681	5/30/2019	2nd Temp	10604161	05/25/19	Water Deposit Refund	150.00
51219000	113683	5/30/2019	2nd Temp	431514	05/25/19	Water Deposit Refund	91.61
51219000	113708	5/30/2019	2nd Temp	110802	05/25/19	Water Deposit Refund	89.87
51219000	113757	Multiple	2nd Temp	110802	05/25/19	Water Deposit Refund	0.00
51574201	113491	5/2/2019	Verizon Wireless	APR/19 9828934713	04/21/19	WASTE WATER/WATER 50% SPLIT	376.29
51574201	113511	5/9/2019	CENTURYLINK	APR/19 VAR	04/16/19	868-0246 WATER	166.81
51574201	113693	5/30/2019	CENTURYLINK	MAY/19-A	05/16/19	868-0246 WATER	166.81
51574201	113731	5/30/2019	Verizon Wireless	MAY/19 9830612354	05/21/19	WASTE WATER/WATER 50% SPLIT	411.82
51574205	113625	5/23/2019	Casa Grande Valley Newspaper Inc.	40228	05/09/19	Advertising Public Notices: CIP WU-83 12 WATERLINE PHASE 3B"	141.00
51574207	113509	5/9/2019	CASA GRANDE COURIER INC.	1435	04/08/19	WATER COURIER CONTRACT SERVICES- MARCH 19	320.00
51574207	113544	5/9/2019	T-MOBILE USA INC.	APR/19 963909583	05/01/19	APRIL GPS 2019	97.37
51574207	113562	5/16/2019	CASA GRANDE COURIER INC.	1443	05/02/19	WATER SAMPLE COURIER SERVICES - APRIL	160.00
51574207	113589	5/16/2019	Legend Technical Svcs Inc.	1906359	04/30/19	REGULATORY TESTING - WATER FY 18/19	304.00
51574209	113449	5/2/2019	Day Auto Supply Inc	772488	04/25/19	MOLY GREASE FOR SHOP	4.81
51574209	113516	5/9/2019	Day Auto Supply Inc	773261	05/03/19	AIR HOSE FOR SHOP LIFT	1.84
51574209	113536	5/9/2019	RV STRIPES & GRAPHICS, INC.	24508	05/01/19	Town seals for Vehicles	27.98
51574209	113571	5/16/2019	Day Auto Supply Inc	773396	05/06/19	BATTERIES FOR WELDING HELMETS	0.72
51574209	113571	5/16/2019	Day Auto Supply Inc	773473	05/07/19	WIRE LOOM FOR NEW LIFT	0.40
51574215	113500	5/9/2019	ARIZONA PUBLIC SERVICE	8742601000 APR-19	05/02/19	425 E RUGGLES ST	326.65
51574215	113500	5/9/2019	ARIZONA PUBLIC SERVICE	8742601000 APR-19	05/02/19	425 E RUGGLES ST 50%	2,891.53
51574215	113500	5/9/2019	ARIZONA PUBLIC SERVICE	8742601000 APR-19	05/02/19	425 E RUGGLES ST REAR	71.37
51574215	113500	5/9/2019	ARIZONA PUBLIC SERVICE	8742601000 APR-19	05/02/19	425 E RUGGLES ST REAR	462.78
51574215	113500	5/9/2019	ARIZONA PUBLIC SERVICE	8742601000 APR-19	05/02/19	565 S QUARTZ ST WELL 5	5,387.91
51574215	113505	5/9/2019	BIA	APR 19/VAR	05/02/19	455 HWY 79 WELL 1 W/O RVBTTM	2,050.70
51574215	113505	5/9/2019	BIA	APR 19/VAR	05/02/19	IOWA MTR @ WTR TANK ON HILL	1,745.08
51574217	113569	5/16/2019	COOLIDGE ENGINE & PUMP L.L.C.	8208	05/10/19	PULL & VIDEO WELL #5	2,850.00
51574217	113598	5/16/2019	PINAL CO AIR QUALITY CONTROL	2019133A	05/05/19	ANNUAL FEE - WELL#3B PERMIT S16091.000	2,290.00
51574217	113601	5/16/2019	Pro-Tec Environmental Inc.	190429-0502	05/09/19	WASTEWATER LINES & SEWER LINES CLEANING	6,678.75

51574217	113613	5/16/2019	WESTLAND RESOURCES INC	48611004	05/08/19	Water System Design - Phase 1	1,822.50
51574302	419	5/17/2019	Vistaprint Netherlands B.V.	043019 STMT	04/30/19	PUBLIC WORKS SUPPLIES	22.38
51574302	113547	5/9/2019	WATER SHED	40000187	04/24/19	Water and ice for PW	10.08
51574302	113547	5/9/2019	WATER SHED	4000113	03/26/19	Water and ice for PW	5.76
51574302	113612	5/16/2019	WATER SHED	400001856	04/08/19	Water and ice for PW	5.04
51574302	113612	5/16/2019	WATER SHED	400001931	04/22/19	Water and ice for PW	13.68
51574304	113462	5/2/2019	HOLDEN KENT	3.40E+15	04/07/19	Uniform Allowance Boots #1 KH	157.02
51574304	113543	5/9/2019	Timothy Wainscott	509190	04/27/19	BOOTS	92.05
51574304	113632	5/23/2019	David Hills	JCP6473	05/13/19	Uniform allowance for boots/pants	6.60
51574304	113699	5/30/2019	ERNESTO LOPEZ	BB454676	05/17/19	Uniform allowance for boots/pants	21.44
51574306	113497	5/2/2019	WEX BANK	59043150	04/30/19	WATER	1,276.36
51574310	113460	5/2/2019	HACH COMPANY	11461510	04/18/19	DPD CHLORINE / DISPENSER / POWDER	460.53
51574310	113524	5/9/2019	HILL BROTHERS CHEMICAL CO.	50915406	04/22/19	WASTEWATER - LIQUID BLEACH	830.47
51574310	113641	5/23/2019	HACH COMPANY	11445856	04/23/19	COLORIMETERS	960.96
51574311	113449	5/2/2019	Day Auto Supply Inc	772516	04/25/19	SCRAPER SET FOR SHOP	0.72
51574311	113489	5/2/2019	USABlueBook - ACCT 703717	850531	03/27/19	FLANGE PACK / VAL-MATIC	1,295.67
51574314	113449	5/2/2019	Day Auto Supply Inc	772369	04/24/19	WINDSHIELD WASHER FLUID FOR SHOP	1.06
51574314	113516	5/9/2019	Day Auto Supply Inc	773228	05/03/19	CAR WASH BRUSH FOR FLEET	2.00
51574314	113516	5/9/2019	Day Auto Supply Inc	773252	05/03/19	BRAKLEEN FOR FLEET	4.23
51574314	113516	5/9/2019	Day Auto Supply Inc	773284	05/03/19	OIL FOR SHOP LIFT	2.65
51574314	113571	5/16/2019	Day Auto Supply Inc	773519	05/07/19	RUBBING COMPOUND FOR SHOP	3.07
51574314	113571	5/16/2019	Day Auto Supply Inc	773532	05/07/19	SHOP TOWELS	6.47
51574314	113571	5/16/2019	Day Auto Supply Inc	773622	05/08/19	ADHESIVE REMOVER SHOP	1.31
51574314	113571	5/16/2019	Day Auto Supply Inc	773756	05/07/19	PAINT FOR OLD LIFT	7.16
51574314	113571	5/16/2019	Day Auto Supply Inc	773791	05/07/19	AIRLINE ADAPTER FOR NEW LIFT	0.26
51574314	113684	5/30/2019	Arizona Brake & Clutch Supply	52194	05/14/19	Black nitro gloves for Shop	4.30
51574314	113686	5/30/2019	ARIZONA RUBBER CO	584573	05/01/19	TIRE MOUNTING SUPPLIES FOR SHOP	12.02
51574316	113615	5/23/2019	315 FIRE PROTECTION SERVICES	1085	04/16/19	PW FIRE SUPPRESSION SYSTEM-051-574	992.54
51574320	113446	5/2/2019	CEMEX	9439550866	04/10/19	81.8 TON AB	1,292.65
51574320	113454	5/2/2019	Ferguson Waterworks	356215	03/27/19	SWR PIPE	105.32
51574320	113456	5/2/2019	FLORENCE TRUE VALUE HARDWA	241916	04/23/19	NIPPLE / PVC / ADAPTER	6.09
51574320	113457	5/2/2019	FORTILINE INC	4533473	02/22/19	8 X 12 101 REP CLAMP	382.16
51574320	113457	5/2/2019	FORTILINE INC	4559274	03/21/19	BALL ANGLV PVC GASKET METER BOLTS	2,048.71

51574320	113457	5/2/2019	FORTILINE INC	4563566	03/29/19	5/8 x 34 BLMJ MTR BB DR USG NO LEAD	1,712.10
51574320	113457	5/2/2019	FORTILINE INC	4573890	04/19/19	PVC / SLD / BRZ STRAP / COUPLING	3,719.29
51574320	113575	5/16/2019	Ferguson Waterworks	359468	05/06/19	CONC MTR BX / STL MTR BX CVR BENT	512.01
51574403	419	5/17/2019	www.ase.com Automotive Svc Excell	043019 STMT	04/30/19	AUTO MAINTENANCE & REPAIR TEST FEE	4.74
51574403	113636	5/23/2019	ERNESTO LOPEZ	LOPEZ PER DIEM	02/12/19	Certification Training	9.00
51574406	113566	5/16/2019	CENTRAL ARIZONA PROJECT	72116	04/20/19	Water M&I subcontract June 2019	35,983.78
51574507	113496	5/2/2019	WESTLAND RESOURCES INC	48605013	11/06/18	CIP WU-83 12 WATERLINE AUGMENTATION"	143.00
51574507	113496	5/2/2019	WESTLAND RESOURCES INC	48605014	01/11/19	CIP WU-83 12 WATERLINE AUGMENTATION"	309.75
51574507	113496	5/2/2019	WESTLAND RESOURCES INC	48605016	03/18/19	CIP WU-83 12 WATERLINE AUGMENTATION"	11,548.75
51574507	113588	5/16/2019	KP VENTURES WELL DRILLING & P	7009	05/03/19	CHANGE ORDER #1	5,003.54
51574507	113588	5/16/2019	KP VENTURES WELL DRILLING & P	7009	05/03/19	CIP WU-84 WELL #4 REBUILD	54,284.95
51574507	113616	5/23/2019	Apache Underground & Excavating	20190401	04/23/19	CIP WU-38 8 WATERLINE EXTENSION"	66,961.80
51574507	113616	5/23/2019	Apache Underground & Excavating	20190402	04/23/19	CIP WU-38 8 WATERLINE EXTENSION"	169,785.00
							<b>389,643.49</b>

**Waste Water Fund**

52575201	113491	5/2/2019	Verizon Wireless	APR/19 9828934713	04/21/19	WASTE WATER/WATER 50% SPLIT	376.28
52575201	113511	5/9/2019	CENTURYLINK	APR/19 VAR	04/16/19	868-2394 WASTEWATER	57.57
52575201	113693	5/30/2019	CENTURYLINK	MAY/19-A	05/16/19	868-2394 WASTEWATER	57.57
52575201	113731	5/30/2019	Verizon Wireless	MAY/19 9830612354	05/21/19	WASTE WATER/WATER 50% SPLIT	411.82
52575207	113509	5/9/2019	CASA GRANDE COURIER INC.	1435	04/08/19	SWWTP COURIER CONTRACT SERVICES-MARCH 19	850.00
52575207	113562	5/16/2019	CASA GRANDE COURIER INC.	1443	05/02/19	WATER SAMPLE COURIER SERVICES - APRIL	1,262.40
52575207	113589	5/16/2019	Legend Technical Svcs Inc.	1906361	04/30/19	REGULATORY TESTING - SOUTH WWTP FY 18/19	2,819.00
52575208	113492	5/2/2019	VERMEER SALES SOUTHWEST, IN	179789	04/09/19	PSI HANDLE/ ROTATING NOZZLE / HOSE /LID	1,552.42
52575208	113492	5/2/2019	VERMEER SALES SOUTHWEST, IN	179839	04/10/19	VAC TOOL ROTARY	474.32
52575209	113449	5/2/2019	Day Auto Supply Inc	772488	04/25/19	MOLY GREASE FOR SHOP	8.02
52575209	113516	5/9/2019	Day Auto Supply Inc	772933	04/30/19	STARTER FOR WW-7	280.27
52575209	113516	5/9/2019	Day Auto Supply Inc	772950	04/30/19	CEDIT	-120.12



52575209	113516	5/9/2019	Day Auto Supply Inc	773261	05/03/19	AIR HOSE FOR SHOP LIFT	3.06
52575209	113516	5/9/2019	Day Auto Supply Inc	773360	05/06/19	BATTERIES FOR WW-7	379.99
52575209	113516	5/9/2019	Day Auto Supply Inc	773411	05/06/19	Credit	-39.31
52575209	113536	5/9/2019	RV STRIPES & GRAPHICS, INC.	24508	05/01/19	Town seals for Vehicles	46.62
52575209	113571	5/16/2019	Day Auto Supply Inc	773396	05/06/19	BATTERIES FOR WELDING HELMETS	1.20
52575209	113571	5/16/2019	Day Auto Supply Inc	773473	05/07/19	WIRE LOOM FOR NEW LIFT	0.67
				P42717	02/26/19	CONVEY SIDE / NEOPRENE STRIP / FREIGHT	1,031.61
52575211	113452	5/2/2019	EARHART EQUIPMENT CORPORAT	P42717	02/26/19	CREDIT - SECTION HALF	-272.16
52575211	113452	5/2/2019	EARHART EQUIPMENT CORPORAT	P42717	02/26/19	CREDIT - SECTION HALF	-272.16
52575215	113500	5/9/2019	ARIZONA PUBLIC SERVICE	8742601000 APR-19	05/02/19	100 S PLANT RD	18,308.63
52575215	113500	5/9/2019	ARIZONA PUBLIC SERVICE	8742601000 APR-19	05/02/19	425 E RUGGLES ST 50%	2,891.52
52575217	113534	5/9/2019	Pro-Tec Environmental Inc.	190422-25	04/29/19	WASTEWATER LINES &	6,101.25
52575217	113601	5/16/2019	Pro-Tec Environmental Inc.	635	04/24/19	CIP SU-94 ANNUAL SEWER LINE CLEANING	5,936.25
52575301	113483	5/2/2019	Staples Business Advantage	7213852275-0-2	03/25/19	POST IT FLAGS/SUPERSTACKER	26.88
52575301	113483	5/2/2019	Staples Business Advantage	7215626533-0-3	03/25/19	TEMPLATE	20.02
52575302	113459	5/2/2019	GRAINGER INC.	9137270543	04/04/19	PUMP UTILITY 1/4 HP	472.43
52575302	113475	5/2/2019	Pac Tec, Inc.	0123825-IN	09/19/18	9/19/18 TRANSLINERS SWWTP	2,009.37
52575302	113546	5/9/2019	USABlueBook - ACCT 703717	872040	04/18/19	DIAPHRAGM FRONT & BACK PLATE	109.52
52575302	113546	5/9/2019	USABlueBook - ACCT 703717	872234	04/18/19	SENSAPHONE AUTODIALER	584.22
52575302	113547	5/9/2019	WATER SHED	40000187	04/24/19	Water and ice for PW	5.04
52575302	113547	5/9/2019	WATER SHED	4000113	03/26/19	Water and ice for PW	2.88
52575302	113612	5/16/2019	WATER SHED	400001787	03/27/19	Water and ice for PW	8.23
52575302	113612	5/16/2019	WATER SHED	400001856	04/08/19	Water and ice for PW	2.52
52575302	113612	5/16/2019	WATER SHED	400001859	04/08/19	Water and ice for PW	7.00
52575302	113612	5/16/2019	WATER SHED	400001931	04/22/19	Water and ice for PW	6.84
52575302	113612	5/16/2019	WATER SHED	400001934	04/22/19	Water and ice for PW	9.46
52575302	113633	5/23/2019	Day Auto Supply Inc	773802	05/10/19	GREASE GUN, FITTING, COUPLER	58.05
52575302	113633	5/23/2019	Day Auto Supply Inc	774208	05/15/19	SWWTP - QT ND30	2.50
52575302	113674	5/23/2019	USABlueBook - ACCT 703717	893502	05/10/19	STRIKE PELLETS	417.73
52575304	113543	5/9/2019	Timothy Wainscott	509190	04/27/19	BOOTS	92.05
52575304	113554	5/16/2019	BC GRAPHICS	13888-1	04/03/19	Shirt Allowance for WWTP	79.19
52575304	113632	5/23/2019	David Hills	JCP6473	05/13/19	Reimbursement for uniform ALLOWANCE	11.01
52575304	113699	5/30/2019	ERNESTO LOPEZ	BB454676	05/17/19	Uniform allowance for boots/pants	35.74
52575304	113710	5/30/2019	JOY JONAS	MAY/19 REIMB	05/15/19	2ND PAIR OF BOOTS	134.99

52575304	113710	5/30/2019	JOY JONAS	MAY/19 REIMB	05/15/19	Uniform Pant Allowance	104.08
52575306	113497	5/2/2019	WEX BANK	59043150	04/30/19	S. WATER	214.54
52575308	419	5/17/2019	UNIVERSITY ENTERPRISES	043019 STMT	04/30/19	Grade 1 & 2 Wastewater Operator Books	222.00
52575310	113461	5/2/2019	HILL BROTHERS CHEMICAL CO.	50914785	03/27/19	SODIUM BISULFITE 40%	619.59
52575310	113461	5/2/2019	HILL BROTHERS CHEMICAL CO.	50914932	04/11/19	SODIUM BISULFITE 40%	619.59
52575310	113461	5/2/2019	HILL BROTHERS CHEMICAL CO.	50915052	03/22/19	SODIUM BISULFITE 40%	619.59
52575310	113461	5/2/2019	HILL BROTHERS CHEMICAL CO.	50915190	03/29/19	SODIUM BISULFITE 40%	739.16
52575310	113461	5/2/2019	HILL BROTHERS CHEMICAL CO.	50915322	04/11/19	SODIUM BISULFITE 40%	739.16
52575310	113488	5/2/2019	UNITED LABORATORIES INC.	INV251886	04/03/19	CHEMICALS	2,186.79
52575310	113524	5/9/2019	HILL BROTHERS CHEMICAL CO.	50915472	04/24/19	SODIUM BISULFITE 40%	739.16
52575310	113524	5/9/2019	HILL BROTHERS CHEMICAL CO.	50915473	04/24/19	SWWTP LIQUID BLEACH	1,369.62
52575311	113449	5/2/2019	Day Auto Supply Inc	772516	04/25/19	SCRAPER SET FOR SHOP	1.20
52575311	113463	5/2/2019	HOME DEPOT CREDIT SERVICES	3401802	03/21/19	10,000 BTU 115V WINDOW AC	370.19
52575314	113449	5/2/2019	Day Auto Supply Inc	772369	04/24/19	WINDSHIELD WASHER FLUID FOR SHOP	1.76
52575314	113516	5/9/2019	Day Auto Supply Inc	773228	05/03/19	CAR WASH BRUSH FOR FLEET	3.33
52575314	113516	5/9/2019	Day Auto Supply Inc	773252	05/03/19	BRAKLEEN FOR FLEET	7.05
52575314	113516	5/9/2019	Day Auto Supply Inc	773284	05/03/19	OIL FOR SHOP LIFT	4.42
52575314	113571	5/16/2019	Day Auto Supply Inc	773519	05/07/19	RUBBING COMPOUND FOR SHOP	5.12
52575314	113571	5/16/2019	Day Auto Supply Inc	773532	05/07/19	SHOP TOWELS	10.78
52575314	113571	5/16/2019	Day Auto Supply Inc	773622	05/08/19	ADHESIVE REMOVER SHOP	2.18
52575314	113571	5/16/2019	Day Auto Supply Inc	773756	05/07/19	PAINT FOR OLD LIFT	11.95
52575314	113571	5/16/2019	Day Auto Supply Inc	773791	05/07/19	AIRLINE ADAPTER FOR NEW LIFT	0.44
52575314	113684	5/30/2019	Arizona Brake & Clutch Supply	52194	05/14/19	Black nitro gloves for Shop	7.17
52575314	113686	5/30/2019	ARIZONA RUBBER CO	584573	05/01/19	TIRE MOUNTING SUPPLIES FOR SHOP	20.05
52575316	113615	5/23/2019	315 FIRE PROTECTION SERVICES	1085	04/16/19	PW FIRE SUPPRESSION SYSTEM-052-575	496.26
52575316	113723	5/30/2019	SERRANO A/C and HEATING LLC	52219	05/22/19	A/C Services for SWWTP	5,720.00
52575320	113443	5/2/2019	A.C. Sanitation Service LLC	10098-113	04/09/19	BIO-SOLIDS HAULING - SWWTP - MARCH 2019	16,676.77
52575320	113456	5/2/2019	FLORENCE TRUE VALUE HARDWA	240230	01/09/19	DEGREASER	35.99
52575320	113456	5/2/2019	FLORENCE TRUE VALUE HARDWA	240335	01/16/19	PVC SOCK BOOTS	24.35
52575320	113456	5/2/2019	FLORENCE TRUE VALUE HARDWA	240356	01/17/19	MTL ADHESIVE	4.23
52575320	113456	5/2/2019	FLORENCE TRUE VALUE HARDWA	240935	02/22/19	MOUSE TRAPS / CLAMP / COUNTER MAT	23.19
52575320	113456	5/2/2019	FLORENCE TRUE VALUE HARDWA	241884	04/20/19	BATTERY / GLUE / DUST PAN	28.29
52575320	113456	5/2/2019	FLORENCE TRUE VALUE HARDWA	241903	04/22/19	CLR HSEHOLD GLUE	13.06

52575320	113456	5/2/2019	FLORENCE TRUE VALUE HARDWA	340249	01/10/19	OIL ABSORBENT	4.23
52575320	113457	5/2/2019	FORTILINE INC	4561289	03/29/19	2 FLG MTR DIALOG USG"	1,531.36
52575320	113639	5/23/2019	FLORENCE TRUE VALUE HARDWA	242229	05/14/19	SWWTP ALU OXIDE GRIND STONE	4.72
52575326	419	5/17/2019	AMAZON.COM	043019 STMT	04/30/19	4400 LUMENS 35 WATT RETROFIT LIGHT	185.93
52575403	419	5/17/2019	www.ase.com Automotive Svc Excell	043019 STMT	04/30/19	AUTO MAINTENANCE & REPAIR TEST FEE	7.90
52575403	113636	5/23/2019	ERNESTO LOPEZ	LOPEZ PER DIEM	02/12/19		15.00
52575506	113464	5/2/2019	James Cooke & Hobson Inc	360242	04/23/19	2 Flygt model NS-3102 Pumps	16,176.00
52575507	113580	5/16/2019	HAZEN and SAWYER	20084-03A	03/20/19	SU-88 South WWTP Expansion Headworks	3,393.44
				20084-03A	03/20/19	SU-88 SWWTP Headworks Task Order 9.26.18	43,000.00
52575507	113580	5/16/2019	HAZEN and SAWYER				
52576201	113511	5/9/2019	CENTURYLINK	APR/19 VAR	04/16/19	868-8356 WATER WORKS	108.62
				1435	04/08/19	NWWTP COURIER CONTRACT SERVICES- MARCH 19	568.00
52576207	113509	5/9/2019	CASA GRANDE COURIER INC.				
52576207	113544	5/9/2019	T-MOBILE USA INC.	APR/19 963909583	05/01/19	APRIL GPS 2019	55.64
				1443	05/02/19		
52576207	113562	5/16/2019	CASA GRANDE COURIER INC.			WATER SAMPLE COURIER SERVICES - APRIL REGULATORY TESTING - NORTH WWTP FY 18/19	315.60
				1906360	04/30/19		
52576207	113589	5/16/2019	Legend Technical Svcs Inc.				872.00
52576208	113522	5/9/2019	Geuther Electrical LLC	3458	04/22/19	NWWTP ELECTRIC	417.11
52576208	113620	5/23/2019	Arizona Pneumatic Systems Inc	D2-134954	05/10/19	VP1004925	100.13
52576208	113620	5/23/2019	Arizona Pneumatic Systems Inc	D2-134961	05/10/19	40P34 GAUGE OIL	32.22
52576209	113449	5/2/2019	Day Auto Supply Inc	772025	04/19/19	Credit	-24.24
52576209	113592	5/16/2019	Manatee Tire & Auto Inc. dba	188763	05/08/19	1 tire for ST-30	560.08
52576209	113712	5/30/2019	KIRK'S TIRES	6524	05/09/19	Labor to mount tire on ST-30 (grader)	130.00
52576211	113508	5/9/2019	Casa Gande Pumping Svc. Inc	12783	04/25/19	APRIL SLUDGE HAUL	900.00
52576211	113508	5/9/2019	Casa Gande Pumping Svc. Inc	12783	04/25/19	APRIL SLUDGE HAUL	5,100.00
52576211	113561	5/16/2019	Casa Gande Pumping Svc. Inc	12785	05/06/19	8 LOADS SLUDGE HAULING N-S 05/01/19	3,000.00
				APR 19/VAR	05/02/19		
52576215	113505	5/9/2019	BIA			HWY 79 WASTE WATER PLANT W/SD OF INS	3,518.81
52576302	113449	5/2/2019	Day Auto Supply Inc	770236	03/29/19	IND BELT / MACS BELT DRESSING	65.47
52576302	113449	5/2/2019	Day Auto Supply Inc	771926	04/18/19	OIL CAN GREASE GN SPRAYER	102.74
52576302	113547	5/9/2019	WATER SHED	40000187	04/24/19	Water and ice for PW	5.04
52576302	113547	5/9/2019	WATER SHED	4000113	03/26/19	Water and ice for PW	2.88
52576302	113612	5/16/2019	WATER SHED	400001787	03/27/19	Water and ice for PW	8.23

52576302	113612	5/16/2019	WATER SHED	400001856	04/08/19	Water and ice for PW	2.52
52576302	113612	5/16/2019	WATER SHED	400001859	04/08/19	Water and ice for PW	6.99
52576302	113612	5/16/2019	WATER SHED	400001931	04/22/19	Water and ice for PW	6.84
52576302	113612	5/16/2019	WATER SHED	400001934	04/22/19	Water and ice for PW	9.46
52576302	113633	5/23/2019	Day Auto Supply Inc	773747	05/09/19	Carb-choke	15.24
				774374	05/17/19	NWWTP-BOAT TRL CART / WHITE GRS CART	50.48
52576302	113633	5/23/2019	Day Auto Supply Inc				
52576302	113674	5/23/2019	USABlueBook - ACCT 703717	893502	05/10/19	STRIKE PELLETS	417.72
52576304	113554	5/16/2019	BC GRAPHICS	13888-1	04/03/19	Shirt Allowance for WWTP	79.18
52576306	113497	5/2/2019	WEX BANK	59043150	04/30/19	N SEWER	642.60
52576310	113451	5/2/2019	DPC ENTERPRISES L.P.	272000431-19	04/17/19	Chlorine for WWTP's	298.26
52576311	113489	5/2/2019	USABlueBook - ACCT 703717	853080	03/29/19	VACUUM REGULATOR	266.16
52576320	113456	5/2/2019	FLORENCE TRUE VALUE HARDWA	240246	01/10/19	ADAPTER / PRIMER / PVC CEMENT	25.85
52576320	113456	5/2/2019	FLORENCE TRUE VALUE HARDWA	240422	01/22/19	PLAS WELDER / MESH GLOVE / BALL VLV	70.34
52576320	113456	5/2/2019	FLORENCE TRUE VALUE HARDWA	240961	02/25/19	SIGNS	56.13
				241897	04/22/19	TRIM CASING / FURRING STRIP / DRY SCREW	51.90
52576320	113456	5/2/2019	FLORENCE TRUE VALUE HARDWA				
52576320	113576	5/16/2019	FLORENCE TRUE VALUE HARDWA	242007	04/30/19	PUTTY KNIVES / SIMPLE GREEN	21.36
52576320	113576	5/16/2019	FLORENCE TRUE VALUE HARDWA	242024	05/01/19	AA BATTERIES	10.57
52576320	113576	5/16/2019	FLORENCE TRUE VALUE HARDWA	242207	05/13/19	BATTERY PACK / TONPROPOWERPULL	63.51
52576507	113549	5/9/2019	Western Environmental Equipment Cc	W5710	02/01/19	SU-13 WWTP Expansion (N. Flo.) -	64,290.00
52581506	113602	5/16/2019	Pump Systems Inc.	47723	05/08/19	Repairs for 6 water pump"	1,596.00
							<b>226,293.63</b>

### Sanitation Fund

53219000	113453	5/2/2019	2nd Temp	709225	05/01/19	Refund Sanitation Deposit	33.67
53219000	113476	5/2/2019	2nd Temp	792360	04/25/19	Refund Sanitation Deposit	16.34
53219000	113481	5/2/2019	2nd Temp	712542	04/26/19	Refund Sanitation Deposit	51.00
53219000	113485	5/2/2019	2nd Temp	735500	05/01/19	Refund Sanitation Deposit	33.67
53219000	113631	5/23/2019	2nd Temp	735500.1	05/21/19	Refund SANITATION DEPOSIT	17.50
53219000	113697	5/30/2019	2nd Temp	713501	05/23/19	Refund Sanitation Deposit	17.50
53219000	113717	5/30/2019	2nd Temp	714851	05/28/19	Refund Sanitation Deposit	16.34
53571201	113491	5/2/2019	Verizon Wireless	APR/19 9828934713	04/21/19	SANITATION	55.55
53571201	113731	5/30/2019	Verizon Wireless	MAY/19 9830612354	05/21/19	SANITATION	61.56
53571207	113544	5/9/2019	T-MOBILE USA INC.	APR/19 963909583	05/01/19	APRIL GPS 2019	27.82

53571209	113449	5/2/2019	Day Auto Supply Inc	772488	04/25/19	MOLY GREASE FOR SHOP	0.80
53571209	113516	5/9/2019	Day Auto Supply Inc	773261	05/03/19	AIR HOSE FOR SHOP LIFT	0.30
53571209	113536	5/9/2019	RV STRIPES & GRAPHICS, INC.	24508	05/01/19	Town seals for Vehicles	4.66
53571209	113571	5/16/2019	Day Auto Supply Inc	773396	05/06/19	BATTERIES FOR WELDING HELMETS	0.12
53571209	113571	5/16/2019	Day Auto Supply Inc	773473	05/07/19	WIRE LOOM FOR NEW LIFT	0.07
53571217	113535	5/9/2019	RIGHT AWAY DISPOSAL LLC	2514131	05/01/19	Residential Billing-MAY 2019	51,873.26
53571217	113535	5/9/2019	RIGHT AWAY DISPOSAL LLC	2551382	05/01/19	Institutional Billing Blanket PO	11,157.63
53571230	113447	5/2/2019	CENTRAL ARIZONA TRANSFER	TOF 18.06	07/26/18	Transfer station fees	4,159.88
53571230	113493	5/2/2019	WASTE MANAGEMENT OF ARIZON	0006985-0563-3	02/01/19	BULK TRASH PU (ST-08) - JAN 2019	247.80
53571230	113493	5/2/2019	WASTE MANAGEMENT OF ARIZON	0007014-0563-1	03/01/19	BULK TRASH PU (ST-08) - FEB 2019	422.60
53571230	113493	5/2/2019	WASTE MANAGEMENT OF ARIZON	0007040-0563-6	04/01/19	BPO FOR LANDFILL CHARGES	330.80
53571230	113611	5/16/2019	WASTE MANAGEMENT OF ARIZON	0007093-0563-5	05/01/19	BPO FOR LANDFILL CHARGES-APRIL 2019	2,854.40
53571304	113632	5/23/2019	David Hills	JCP6473	05/13/19	Uniform allowance for boots/pants	1.10
53571304	113699	5/30/2019	ERNESTO LOPEZ	BB454676	05/17/19	Uniform allowance for boots/pants	3.57
53571306	113497	5/2/2019	WEX BANK	59043150	04/30/19	SANITATION	233.86
53571311	113449	5/2/2019	Day Auto Supply Inc	772516	04/25/19	SCRAPER SET FOR SHOP	0.12
53571314	113449	5/2/2019	Day Auto Supply Inc	772369	04/24/19	WINDSHIELD WASHER FLUID FOR SHOP	0.18
53571314	113516	5/9/2019	Day Auto Supply Inc	773228	05/03/19	CAR WASH BRUSH FOR FLEET	0.32
53571314	113516	5/9/2019	Day Auto Supply Inc	773252	05/03/19	BRAKLEEN FOR FLEET	0.70
53571314	113516	5/9/2019	Day Auto Supply Inc	773284	05/03/19	OIL FOR SHOP LIFT	0.45
53571314	113571	5/16/2019	Day Auto Supply Inc	773519	05/07/19	RUBBING COMPOUND FOR SHOP	0.51
53571314	113571	5/16/2019	Day Auto Supply Inc	773532	05/07/19	Shop supplies for Fleet	1.08
53571314	113571	5/16/2019	Day Auto Supply Inc	773622	05/08/19	ADHESIVE REMOVER SHOP	0.22
53571314	113571	5/16/2019	Day Auto Supply Inc	773756	05/07/19	PAINT FOR OLD LIFT	1.20
53571314	113571	5/16/2019	Day Auto Supply Inc	773791	05/07/19	AIRLINE ADAPTER FOR NEW LIFT	0.05
53571314	113684	5/30/2019	Arizona Brake & Clutch Supply	52194	05/14/19	Black nitro gloves for Shop	0.70
53571314	113686	5/30/2019	ARIZONA RUBBER CO	584573	05/01/19	TIRE MOUNTING SUPPLIES FOR SHOP	2.00
53571403	419	5/17/2019	www.ase.com Automotive Svc Excellen	043019 STMT	04/30/19	AUTO MAINTENANCE & REPAIR TEST FEE	0.79
53571403	113636	5/23/2019	ERNESTO LOPEZ	LOPEZ PER DIEM	02/12/19		1.50

**71,631.62**

**Grant Funds**

249510506	113654	5/23/2019	MOTOROLA SOLUTIONS INC.	41266476	05/06/19	Grant funded: (5) motorola radios, chargers, mics	36,784.88
							<b>36,784.88</b>

**Streetlight Improvement Districts**

300506215	113500	5/9/2019	ARIZONA PUBLIC SERVICE	SLIDS APR/19	05/02/19	SLID 1	2,467.82
301506215	113500	5/9/2019	ARIZONA PUBLIC SERVICE	SLIDS APR/19	05/02/19	SLID 2	2,484.84
302506215	113500	5/9/2019	ARIZONA PUBLIC SERVICE	SLIDS APR/19	05/02/19	SLID 3	2,238.90
							<b>7,191.56</b>

**Development Impact Fee Funds**

566511408	113567	5/16/2019	CMI, INC.	8020628	02/08/19	Intox kit and mouthpieces-3511 Impound Fund	488.00
566511408	113567	5/16/2019	CMI, INC.	8021105	02/21/19	Intox kit and mouthpieces-3511 Impound Fund	425.00
							<b>913.00</b>

**MR CFD #2-Debt Service Fund SA**

921242100	113306	4/11/2019	2nd Temp	20.0601005	04/08/19	OVER PAYMENT ON ASSESSMENT PAY-OFF	68.50
921242100	113506	5/9/2019	2nd Temp	20.2301093	05/08/19	OVER PMT; ASSESSMENT PAYOFF 2ND HALF TAXES	105.04
921242100	113521	Multiple	2nd Temp	10.130114	05/02/19	OVER PMT; ASSESSMENT PAYOFF 2ND HALF TAXES	0.00
921242100	113531	5/9/2019	2nd Temp	53.5300075	05/02/19	OVER PMT; ASSESSMENT PAYOFF 2ND HALF TAXES	150.66
921242100	113578	5/16/2019	2nd Temp	10.1301104	05/02/19	OVER PMT; ASSESSMENT PAYOFF 2ND HALF TAXES	141.89
921242100	113587	5/16/2019	2nd Temp	10.1501083	05/10/19	OVER PMT; ASSESSMENT PAYOFF 2ND HALF TAXES	146.43
921242100	113606	5/16/2019	2nd Temp	20.0601005	04/08/19	OVER PMT; ASSESSMENT PAYOFF 2ND HALF TAXES	146.69
							<b>759.21</b>


**CFD #1 Administration Fund**

957506217	113574	5/16/2019	EPS GROUP INC	16-417-19	04/29/19	HUNT HWY FEASIBILITY REPORT	413.08
957506217	113663	5/23/2019	SIMS MACKEN LTD	24756	05/13/19	APR/19 PROFESSIONAL SERVICES	258.75
							<b>671.83</b>

**CFD #2 Administration Fund**

958506217	113574	5/16/2019	EPS GROUP INC	16-418-17	04/29/19	ASSESS AREA 8 AND SPIRIT WAY GO	1,014.44
958506217	113663	5/23/2019	SIMS MACKEN LTD	24756	05/13/19	APR/19 PROFESSIONAL SERVICES	258.75
							<b>1,273.19</b>

**Total Warrants****1,477,345.83**

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u> 11a.</b>
<b>MEETING DATE:</b> July 1, 2019  <b>DEPARTMENT:</b> Administration  <b>STAFF PRESENTER:</b> Lisa Garcia, Deputy Town Manager/Town Clerk  <b>SUBJECT:</b> Resolution No. 1707-19 and Ordinance No. 679-19: Uniform Video Service License and Application		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input checked="" type="checkbox"/> <b>Resolution</b> <input checked="" type="checkbox"/> <b>Ordinance</b> <input checked="" type="checkbox"/> <b>Regulatory</b> <input type="checkbox"/> <b>1<sup>st</sup> Reading</b> <input type="checkbox"/> <b>2<sup>nd</sup> Reading</b> <input type="checkbox"/> <b>Other</b>
<b>STRATEGIC PLAN REFERENCE:</b> <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 Resolution No. 1707-19 adopting the Uniform Video Service License and Application and adopt Ordinance No. 679-19 amending the Town of Florence Code of Ordinances to comply with Arizona State law governing Video Service License Agreements.

- A. Resolution No. 1707-19: Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, REAFFIRMING TOWN POLICY BY ADOPTING A UNIFORM STANDARD VIDEO SERVICES APPLICATION, AFFIDAVIT, AND LICENSE AGREEMENT FOR VIDEO SERVICE PROVIDERS; AND DIRECTING STAFF TO TAKE ALL NECESSARY STEPS TO CARRY OUT THE PURPOSE AND INTENT OF THIS RESOLUTION AND DECLARING AN EMERGENCY.
  
- B. Ordinance No. 679-19: Discussion/Approval/Disapproval of AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE TOWN OF FLORENCE CODE OF ORDINANCES BY AMENDING CHAPTER 118, CABLE COMMUNICATIONS, TO COMPLY WITH ARIZONA STATE LAW REQUIRING THE USE OF A UNIFORM VIDEO SERVICE LINES AGREEMENT EFFECTIVE JULY 1, 2019; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES AND PROVIDING FOR SEVERABILITY.

**BACKGROUND/DISCUSSION:**

Arizona Senate Bill 1140 (SB 1140), passed into law in 2018, declared Video Service Provider licensing a matter of statewide concern. The law mandated local authorities to adopt uniform licensing forms for video service providers by July 1, 2019. The League of Cities and Towns worked with industry stakeholders and other municipalities to develop the Uniform Video Service License and Application prescribed by State Law. While licensing is required to be uniform across the State, the management of right-of-way activities and local revenues associated with this type of use will be preserved through each community’s code provisions.

Resolution No. 1707-19 adopts both the application and license pursuant to state law.

A comprehensive update to the Town Code will be required to ensure areas such as right-of-way use, currently enforced through licensing, will be incorporated into the Code before the end of 2019, since the changes to the State law allow incumbent cable operators to opt out of their current cable licenses and into the new Uniform Video Service License beginning January 1, 2020. As such, Ordinance No. 679-19 is the first of two actions that will be required by the Town Council to ensure compliance.

The Uniform Video Service License and Application presented for approval is consistent with the form that many municipalities in the area will adopt and reflects the changes in the State law. The license authorizes the licensee to provide video services in the licensed area and allows the licensee to use and occupy the right-of-way to operate and maintain video services facilities. The license requires the licensee to comply with federal, state and local laws governing video services and provides for revocation of the license if the licensee fails to provide video service in the licensed area. Finally, the license requires the licensee to pay the license fees (5% of gross revenues). The Town Code changes proposed in Ordinance No 679-19 delineate the regulations governing existing cable license holders (incumbents) from new video service license holders (non-incumbents) in compliance with the State law.

The Town currently has the following Cable license:

License	Expiration Date
Cox Communication	9/5/2021

Current terms in the existing agreement include the following:

- Application fee (\$2,500)
- License Modification Fee (\$2,000)
- Capital Grant Provisions (\$5,000 Town Grant) (\$4,000 FUSD Grant)
- Capital Investment Fee (.25 cents per customer, per month, earmarked for system enhancements for Channel 11)(“PEG Fees”)
- Service Drops to Town Facilities and FUSD Facilities



**A VOTE OF NO WOULD MEAN:**

A no vote would be mean the Town of Florence is not complying with Arizona State Statutes.

**A VOTE OF YES WOULD MEAN:**

A yes vote means that the Town of Florence is complying with Arizona State Statutes.

**FINANCIAL IMPACT:**

Federal law stipulates that local jurisdiction may assess cable operators 5% of their gross revenue for use of the right-of-way. SB 1140 preserves that ability but amends some of the related definitions. These amendments could affect revenues, but the impact will not be known until providers begin operating under the new statutes.

State law also prohibits the assessment of a license application fee for video service providers operating under the uniform licensing. The Town's application fee for a license agreement is prescribed in the fee schedule and is based upon the amount of staff time used to negotiate license agreements. All fees for said license will be removed. The uniform video service lines eliminated negotiation activities and no further application fees will be collected.

**ATTACHMENTS:**

Resolution No. 1707-19  
Proposed Uniform Video Service License Agreement  
Proposed Application  
Senate Bill 1140  
Ordinance No. 679-19

**Resolution No. 1707-19**

**A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, REAFFIRMING TOWN POLICY BY ADOPTING A UNIFORM STANDARD VIDEO SERVICES APPLICATION, AFFIDAVIT, AND LICENSE AGREEMENT FOR VIDEO SERVICE PROVIDERS; AND DIRECTING STAFF TO TAKE ALL NECESSARY STEPS TO CARRY OUT THE PURPOSE AND INTENT OF THIS RESOLUTION AND DECLARING AN EMERGENCY.**

**WHEREAS**, the State law changed in 2018 to require all cities and towns to adopt a Uniform Standard Video Service Application, Affidavit, and License Agreement; and

**WHEREAS**, the Town desires to remain in accordance with all applicable State laws.

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

**Section 1.** The Town hereby adopts a Uniform Standard Video Services Agreement, Application, and Affidavit for video service providers.

**Section 2.** The Town Manager, Town Clerk, Town Attorney, or their duly authorized officers and agents are hereby authorized and directed to take all steps necessary to carry out the purposes and intent of this Resolution.

**Section 3. Emergency Clause:** It is necessary for the preservation of the peace, health, and safety of the Town of Florence, Arizona, an emergency is declared to exist, and this Resolution shall be effective immediately upon its passage and adoption.

**PASSED AND ADOPTED** by the Mayor and Council of the Town of Florence, Arizona, this 1st day of July 2019.

\_\_\_\_\_  
Tara Walter, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Lisa Garcia, Town Clerk

\_\_\_\_\_  
Clifford L. Mattice, Town Attorney

Town of Florence  
Model Uniform Video Service License Agreement  
Date of Issuance: \_\_\_\_\_



This Uniform Video Service License Agreement (“License”) is made on the date of issuance hereof by and between the Town of Florence, an Arizona municipal corporation (“Licensor”) and \_\_\_\_\_, a \_\_\_\_\_ (“Licensee”).

WHEREAS, Licensee has filed a completed application and affidavit under Title 9, Chapter 13, Arizona Revised Statutes (“Licensing Statute”), for Licensor to issue a Uniform Video Service License to Licensee; and

WHEREAS, Licensee is authorized under the laws of the State of Arizona to provide Cable Service.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein and the mutual covenants set forth herein, the Parties agree as follows:

1. Definitions. Capitalized terms that are not defined herein have the same meaning prescribed in the Licensing Statute, including A.R.S. Section 9-1401.

2. Licensee Information. The following appear on Exhibit A attached hereto and are incorporated herein by this reference:

2.1 The name of Licensee, its type of entity and its jurisdiction of formation.

2.2 The address and telephone number of Licensee’s principal place of business.

2.3 The names, titles and addresses of Licensee’s principal executive officers or general partners.

2.4 The names, titles, telephone and fax numbers and email addresses of any persons authorized to represent Licensee before Licensor.

3. Grant of License. Under the Licensing Statute, Licensor hereby issues to Licensee, and Licensee hereby accepts from Licensor, a nonexclusive Uniform Video Service License.

3.1 The Service Area in which this License authorizes Licensee to provide Video Service in the area described on Exhibit B attached hereto and incorporated herein by this reference.

3.2. Licenser grants Licensee authority in the delivery of Video Service to use and occupy, and to construct and operate a Video Service Network in, Highways in the Service Area in compliance with the Licensing Statue and this License .

3.3 Licensee may operate and maintain facilities installed in the Highways in the Service Area to provide services pursuant to and subject to all the following: A.R.S. Section 9-584 and A.R.S. Title 9, Chapter 5.

4. Licensee Compliance with Law. Licensee shall comply with and be subject to:

4.1 All valid and enforceable federal and state laws.

4.2 All generally applicable, nondiscriminatory Local Laws, including highway use, mapping, insurance, performance bonds, security fund, indemnification, letter of credit or similar requirements that apply to the use and occupation of any highway and that conform to the Licensing Statute.

4.3 All public, education and government programming requirements of the Licensing Statute.

4.4 All customer service rules of the Federal Communications Commission under 47 Code of Federal Regulations Section 76.309(c) applicable to Cable Operators.

4.5 All consumer privacy requirements of 47 United States Code Section 551 applicable to Cable Operators.

5. Commencement of Video Service; Revocation. If Licensee is an incumbent cable operator, Licensee shall begin to provide Video Services under this License on the date of issuance of this license. If Licensee is not an incumbent cable operator, Licensee shall provide video service to at least one subscriber within each service area authorized by this License not later than twenty-four months after the date of issuance of this License. Failure of a non-incumbent cable operator to provide video service to at least one subscriber within each service area as set forth above shall result in revocation of this License unless the Licensee establishes to the satisfaction of the Town that such failure was for reasons beyond the Licensee's control.

6. License Fee. Licensee is required to pay the License Fees required under the Licensing Statute and all other lawful fees, taxes and charges imposed by Licenser. The initial rate of the License Fee shall be [five (5)] percent.

7. Federal Filing Requirement. Licensee is required to file in a timely manner with the Federal Communications Commission all forms required by that agency before Licensee offers Video Service in the Service Area, including the forms required by 47 Code of Federal Regulations Section 76.1801.

8. Term. The term of this License is ten (10) years and shall begin on the date of issuance.

9. Compliance with Law. Licensor and Licensee agree that they are subject to and must comply with the Licensing Statute. This License is subject to A.R.S. Section 38-511.

**Licensor**

**Licensee**

Town of Florence, an Arizona municipal corporation

By: \_\_\_\_\_  
Its: Mayor  
Date: \_\_\_\_\_

By : \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Lisa Garcia, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Clifford L. Mattice, Town Attorney

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, the \_\_\_\_\_ of  
\_\_\_\_\_, a \_\_\_\_\_ on behalf of Licensee.

(Seal)

\_\_\_\_\_  
Notary Public

STATE OF ARIZONA )  
 ) ss.  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, Mayor of the Town of Florence, an Arizona  
municipal corporation, on its behalf.

(Seal)

\_\_\_\_\_  
Notary Public

EXHIBIT A

[Information about Licensee]

**I. Licensee:**

Date:		
Applicant's Name:		
Principal Place of Business		
Phone:	Address:	
City:	State:	Zip:
Type of Entity:	Jurisdiction of Formation:	Email:

**II. Licensee's principal executive officers or general partners:**

Name:	Title:
Address:	

Name:	Title:
Address:	

Name:	Title:
Address:	

Name:	Title:
Address:	

**III. Person(s) authorized to represent Licensee before Local Government:**

Name:	Title:	
Address:		
Phone:	Fax:	Email:

Name:	Title:	
Address:		
Phone:	Fax:	Email:

Name:	Title:	
Address:		
Phone:	Fax:	Email:

EXHIBIT B  
[Service Area]





**APPLICATION AND AFFIDAVIT FOR UNIFORM VIDEO SERVICE LICENSE**  
(Pursuant to Title 9, chapter 13, Arizona Revised Statutes)

**Local Government:** Town of Florence

**I. Applicant:**

Date:		
Applicant's Name:		
Principal Place of Business:		
Phone:	Address:	
City/Town:	State:	Zip:
Type of Entity:	Jurisdiction of Formation:	Email:

**II. Applicant's principal executive officers or general partners:**

Name:	Title:
Address:	

Name:	Title:
Address:	

Name:	Title:
Address:	

Name:	Title:
Address:	

**III. Person(s) authorized to represent Applicant before Local Government:**

Name:	Title:	
Address:		
Phone:	Fax:	Email:

Name:	Title:	
Address:		
Phone:	Fax:	Email:

**IV. Check one pursuant to Arizona Revised Statutes Section 9-1411(C)(4):**

- Applicant is an Incumbent Cable Operator as provided in Arizona Revised Statutes, Section 9-1401(13).

- Applicant is not an Incumbent Cable Operator. The date on which the Applicant expects to provide Video Services in the Service Area identified below under Section 9-1411(C)(5) is:

Date:
-------

**V. For All Applications:**

- A. Applicant will timely file with the Federal Communications Commission all forms required by that agency before Applicant offers Video Service in the Service Area, including the forms required by 47 Code of Federal Regulations Section 76.1801.**
- B. The term of the uniform video service license shall be (not to exceed ten years):**  

Years
-------
- C. Applicant agrees to pay all lawful fees and charges imposed by Local Government as provided in Arizona Revised Statutes, Section 9-1414(B)(4).**
- D. Applicant agrees to notify Local Government in writing of changes to the above information within thirty days after the change occurs as provided in Arizona Revised Statutes, Section 9-1414(B)(2).**
- E. Provide an exact description of the Service Area as set forth in Arizona Revised Statutes, Section 9-1411(C)(5), as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.**

<p><b>Select one:</b></p> <p><b>The Service Area consists of all the territory within the Boundaries of Local Government:</b></p> <p><b>The Service Area consists of all the territory within the area described on attached Exhibit A.</b></p>
---

***Applicant Verification***

I certify that the information contained in this application for a video service license in the Town of Florence is true and correct. I further affirm that I am authorized by \_\_\_\_\_ [NAME OF APPLICANT] to file this application on behalf of applicant and to bind the applicant with respect to the representations made in Section V, Paragraphs A through D of this application. A copy of the authorization is attached to this application.

Name and Title (printed):	
Signature:	Date:

**Local Government Receipt**

The foregoing Application and Affidavit for Uniform Video Service License was received by Local Government this \_\_\_\_ day of \_\_\_\_\_, 20\_\_; at \_\_\_\_\_.

**Town of Florence, an Arizona municipal corporation (“Local Government”)**

\_\_\_\_\_  
By

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Email

\_\_\_\_\_  
Date

State of Arizona  
Senate  
Fifty-third Legislature  
Second Regular Session  
2018

**CHAPTER 331**  
**SENATE BILL 1140**

AN ACT

AMENDING TITLE 9, ARIZONA REVISED STATUTES, BY ADDING CHAPTER 13; AMENDING SECTION 41-1092.01, ARIZONA REVISED STATUTES; RELATING TO VIDEO AND CABLE SERVICE PROVIDERS.

(TEXT OF BILL BEGINS ON NEXT PAGE)

1 Be it enacted by the Legislature of the State of Arizona:

2 Section 1. Title 9, Arizona Revised Statutes, is amended by adding  
3 chapter 13, to read:

4 CHAPTER 13

5 VIDEO SERVICE

6 ARTICLE 1. GENERAL PROVISIONS

7 9-1401. Definitions

8 IN THIS CHAPTER, UNLESS THE CONTEXT OTHERWISE REQUIRES:

9 1. "AFFILIATE" MEANS A PERSON THAT DIRECTLY OR INDIRECTLY, THROUGH  
10 ONE OR MORE INTERMEDIARIES, CONTROLS, IS CONTROLLED BY OR IS UNDER COMMON  
11 CONTROL WITH A VIDEO SERVICE PROVIDER.

12 2. "AGREEMENT" MEANS ANY AGREEMENT OR CONTRACT.

13 3. "BOUNDARIES OF A LOCAL GOVERNMENT" OR "BOUNDARIES" MEANS:

14 (a) FOR A CITY OR TOWN, ALL OF THE AREA WITHIN THE CORPORATE LIMITS  
15 OF THE CITY OR TOWN.

16 (b) FOR A COUNTY, ALL OF THE AREA OF THE COUNTY THAT IS NOT WITHIN  
17 THE CORPORATE LIMITS OF ANY CITY OR TOWN, INCLUDING UNINCORPORATED  
18 TERRITORY THAT IS SURROUNDED ON ALL SIDES BY A COMBINATION OF ONE OR MORE  
19 CITIES, TOWNS OR INDIAN RESERVATIONS.

20 4. "CABLE OPERATOR" HAS THE SAME MEANING PRESCRIBED IN 47 UNITED  
21 STATES CODE SECTION 522.

22 5. "CABLE SERVICE" HAS THE SAME MEANING PRESCRIBED IN 47 UNITED  
23 STATES CODE SECTION 522.

24 6. "CABLE SYSTEM" HAS THE SAME MEANING PRESCRIBED IN 47 UNITED  
25 STATES CODE SECTION 522.

26 7. "COMMERCIAL MOBILE SERVICE PROVIDER" MEANS A PERSON THAT  
27 PROVIDES COMMERCIAL MOBILE SERVICE AS DEFINED IN 47 UNITED STATES CODE  
28 SECTION 332(d) OR COMMERCIAL MOBILE RADIO SERVICE AS DESCRIBED IN 47 CODE  
29 OF FEDERAL REGULATIONS SECTION 20.9.

30 8. "DAY" MEANS A CALENDAR DAY, EXCEPT A SATURDAY OR SUNDAY OR A  
31 HOLIDAY PRESCRIBED IN SECTION 1-301.

32 9. "GROSS REVENUE":

33 (a) MEANS ALL CASH, CREDITS, PROPERTY OF ANY KIND OR NATURE OR  
34 OTHER CONSIDERATION THAT IS RECEIVED DIRECTLY OR INDIRECTLY BY A VIDEO  
35 SERVICE PROVIDER, ITS AFFILIATES, OR ANY PERSON, FIRM OR CORPORATION IN  
36 WHICH THE VIDEO SERVICE PROVIDER HAS A FINANCIAL INTEREST OR THAT HAS A  
37 FINANCIAL INTEREST IN THE VIDEO SERVICE PROVIDER AND THAT IS DERIVED FROM  
38 THE VIDEO SERVICE PROVIDER'S OPERATION OF ITS VIDEO SERVICE NETWORK TO  
39 PROVIDE VIDEO SERVICE IN THE SERVICE AREA.

40 (b) INCLUDES ALL REVENUE FROM CHARGES FOR VIDEO SERVICE TO  
41 SUBSCRIBERS AND ALL CHARGES FOR INSTALLATION, REMOVAL, CONNECTION OR  
42 REINSTATEMENT OF EQUIPMENT NECESSARY FOR A SUBSCRIBER TO RECEIVE VIDEO  
43 SERVICE AND ANY OTHER RECEIPTS FROM SUBSCRIBERS DERIVED FROM THE VIDEO  
44 SERVICE PROVIDER'S OPERATION OF THE VIDEO SERVICE NETWORK TO PROVIDE VIDEO  
45 SERVICE, INCLUDING RECEIPTS FROM FORFEITED DEPOSITS, SALE OR RENTAL OF

1 EQUIPMENT TO PROVIDE VIDEO SERVICE, LATE CHARGES, INTEREST AND SALE OF  
2 PROGRAM GUIDES.

3 (c) DOES NOT INCLUDE:

4 (i) ANY REVENUE NOT RECEIVED, EVEN IF BILLED, SUCH AS BAD DEBT NET  
5 OF ANY RECOVERIES OF BAD DEBT OR ANY REFUNDS, CREDITS, ALLOWANCES OR  
6 DISCOUNTS TO SUBSCRIBERS TO THE EXTENT THAT THE REFUND, REBATE, CREDIT,  
7 ALLOWANCE OR DISCOUNT IS ATTRIBUTED TO VIDEO SERVICE.

8 (ii) REVENUE FROM COMMERCIAL ADVERTISING ON THE VIDEO SERVICE  
9 NETWORK, THE USE OR LEASE OF STUDIO FACILITIES OF THE VIDEO SERVICE  
10 NETWORK, INTERNET ACCESS SERVICE, THE USE OR LEASE OF ITS FACILITIES  
11 LOCATED IN THE HIGHWAYS, THE USE OR LEASE OF LEASED ACCESS CHANNELS OR  
12 BANDWIDTH, THE USE OR LEASE OF TOWERS, THE PRODUCTION OF VIDEO PROGRAMMING  
13 BY THE VIDEO SERVICE PROVIDER, THE SALE, EXCHANGE, USE OR CABLECAST OF ANY  
14 PROGRAMMING BY THE VIDEO SERVICE PROVIDER IN THE SERVICE AREA, SALES TO  
15 THE VIDEO SERVICE PROVIDER'S SUBSCRIBERS BY PROGRAMMERS OF HOME SHOPPING  
16 SERVICES, REIMBURSEMENTS PAID BY PROGRAMMERS FOR LAUNCH FEES OR MARKETING  
17 EXPENSES, LICENSE FEES, TAXES OR OTHER FEES OR CHARGES THAT THE VIDEO  
18 SERVICE PROVIDER COLLECTS AND PAYS TO ANY GOVERNMENTAL AUTHORITY, ANY  
19 INCREASE IN THE VALUE OF ANY STOCK, SECURITY OR ASSET, OR ANY DIVIDENDS OR  
20 OTHER DISTRIBUTIONS MADE FROM ANY STOCK OR SECURITIES.

21 10. "HIGHWAY" MEANS ALL ROADS, STREETS AND ALLEYS AND OTHER  
22 DEDICATED PUBLIC RIGHTS-OF-WAY THAT ARE OPERATED AND MAINTAINED BY A LOCAL  
23 GOVERNMENT.

24 11. "HOLDER" MEANS A VIDEO SERVICE PROVIDER THAT HAS BEEN ISSUED A  
25 UNIFORM VIDEO SERVICE LICENSE PURSUANT TO THIS CHAPTER.

26 12. "HOLDOVER CABLE OPERATOR" MEANS AN INCUMBENT CABLE OPERATOR  
27 THAT ELECTS UNDER SECTIONS 9-1412 AND 9-1413 TO CONTINUE TO OPERATE WITHIN  
28 ITS SERVICE AREA PURSUANT TO ITS LOCAL LICENSE.

29 13. "INCUMBENT CABLE OPERATOR" MEANS A CABLE OPERATOR OR OTHER  
30 VIDEO SERVICE PROVIDER THAT ON DECEMBER 31, 2019 IS PROVIDING VIDEO  
31 SERVICE IN THIS STATE PURSUANT TO A LOCAL LICENSE.

32 14. "INFORMATION SERVICE" HAS THE SAME MEANING PRESCRIBED IN 47  
33 UNITED STATES CODE SECTION 153.

34 15. "INTERACTIVE COMPUTER SERVICE" HAS THE SAME MEANING PRESCRIBED  
35 IN 47 UNITED STATES CODE SECTION 230(f).

36 16. "LICENSE" MEANS A FRANCHISE AS DEFINED IN 47 UNITED STATES CODE  
37 SECTION 522.

38 17. "LICENSE FEE" MEANS A LICENSE FEE IMPOSED BY A LOCAL GOVERNMENT  
39 ON A VIDEO SERVICE PROVIDER FOR USING THE HIGHWAYS TO PROVIDE AND FOR THE  
40 PRIVILEGE OF PROVIDING VIDEO SERVICE.

41 18. "LOCAL GOVERNMENT" MEANS ANY CITY, INCLUDING A CHARTER CITY,  
42 TOWN OR COUNTY.

43 19. "LOCAL LAW" MEANS ANY CHARTER, CODE, ORDINANCE, RESOLUTION,  
44 REGULATION OR OTHER LAW OF A LOCAL GOVERNMENT.

1           20. "LOCAL LICENSE" MEANS ANY LICENSE, AGREEMENT, PERMIT OR SIMILAR  
2 AUTHORIZATION THAT MEETS ALL OF THE FOLLOWING:

3           (a) ALLOWS A PERSON TO CONSTRUCT OR OPERATE A VIDEO SERVICE NETWORK  
4 WITHIN THE BOUNDARIES OF A LOCAL GOVERNMENT.

5           (b) IS ISSUED, GRANTED, APPROVED, EXTENDED OR RENEWED BY THE LOCAL  
6 GOVERNMENT BEFORE JANUARY 1, 2020 PURSUANT TO THE AUTHORITY OF ANY  
7 FEDERAL, STATE OR LOCAL LAW IN EFFECT AT THE TIME OF THE ISSUANCE, GRANT,  
8 APPROVAL, EXTENSION OR RENEWAL.

9           (c) IS EFFECTIVE UNDER FEDERAL, STATE OR LOCAL LAW ON DECEMBER 31,  
10 2019 FOR THE PERSON TO CONTINUE TO CONSTRUCT OR OPERATE A VIDEO SERVICE  
11 NETWORK WITHIN THE BOUNDARIES OF A LOCAL GOVERNMENT.

12           21. "MULTICHANNEL VIDEO PROGRAMMING DISTRIBUTOR" HAS THE SAME  
13 MEANING PRESCRIBED IN 47 UNITED STATES CODE SECTION 522.

14           22. "SERVICE AREA" MEANS THAT PART OF THE BOUNDARIES OF A LOCAL  
15 GOVERNMENT WITHIN WHICH A VIDEO SERVICE PROVIDER IS AUTHORIZED TO PROVIDE  
16 VIDEO SERVICE PURSUANT TO A UNIFORM VIDEO SERVICE LICENSE OR A LOCAL  
17 LICENSE.

18           23. "SUBSCRIBER" MEANS ANY PERSON IN THIS STATE THAT PURCHASES  
19 VIDEO SERVICE. SUBSCRIBER DOES NOT INCLUDE ANY PERSON THAT PURCHASES  
20 VIDEO SERVICE FOR RESALE AND THAT, ON RESALE, IS REQUIRED TO PAY A LICENSE  
21 FEE PURSUANT TO THIS CHAPTER OR THE TERMS OF A LOCAL LICENSE.

22           24. "TELECOMMUNICATIONS":

23           (a) MEANS THE TRANSMISSION, BETWEEN OR AMONG POINTS SPECIFIED BY  
24 THE USER, OF INFORMATION OF THE USER'S CHOOSING, WITHOUT CHANGE IN THE  
25 FORM OR CONTENT OF THE INFORMATION SENT AND RECEIVED, REGARDLESS OF THE  
26 FACILITIES, EQUIPMENT OR TECHNOLOGY USED.

27           (b) DOES NOT INCLUDE COMMERCIAL MOBILE RADIO SERVICE, PAY PHONE  
28 SERVICE, INTERSTATE SERVICE OR CABLE SERVICE.

29           25. "TELECOMMUNICATIONS PROVIDER" MEANS A PERSON THAT IS REQUIRED  
30 TO OBTAIN FROM THE CORPORATION COMMISSION A CERTIFICATE OF PUBLIC  
31 CONVENIENCE AND NECESSITY TO PROVIDE TELECOMMUNICATIONS SERVICE.

32           26. "TELECOMMUNICATIONS SERVICE" MEANS THE OFFERING OF  
33 TELECOMMUNICATIONS FOR A FEE DIRECTLY TO THE PUBLIC, OR TO SUCH USERS AS  
34 TO BE EFFECTIVELY AVAILABLE DIRECTLY TO THE PUBLIC, REGARDLESS OF THE  
35 EQUIPMENT, FACILITIES OR TECHNOLOGY USED.

36           27. "UNIFORM VIDEO SERVICE LICENSE" MEANS A LICENSE THAT IS ISSUED  
37 BY A LOCAL GOVERNMENT IN THE FORM OF A UNIFORM VIDEO SERVICE LICENSE  
38 AGREEMENT AS ADOPTED PURSUANT TO SECTION 9-1411.

39           28. "VIDEO SERVICE":

40           (a) MEANS THE PROVISION OF MULTICHANNEL VIDEO PROGRAMMING GENERALLY  
41 CONSIDERED COMPARABLE TO VIDEO PROGRAMMING DELIVERED BY A TELEVISION  
42 BROADCAST STATION, VIDEO SERVICE OR OTHER DIGITAL TELEVISION SERVICE,  
43 WHETHER PROVIDED AS PART OF A TIER, ON DEMAND OR ON A PER-CHANNEL BASIS,  
44 WITHOUT REGARD TO THE TECHNOLOGY USED TO DELIVER THE VIDEO SERVICE,  
45 INCLUDING INTERNET PROTOCOL TECHNOLOGY OR ANY SUCCESSOR TECHNOLOGY.

1 (b) INCLUDES CABLE SERVICE.  
2 (c) DOES NOT INCLUDE ANY OF THE FOLLOWING:  
3 (i) VIDEO PROGRAMMING PROVIDED SOLELY AS PART OF, AND THROUGH, A  
4 SERVICE THAT ENABLES USERS TO ACCESS CONTENT, INFORMATION, E-MAIL,  
5 MESSAGING OR OTHER SERVICES THAT ARE OFFERED VIA THE PUBLIC INTERNET.  
6 (ii) DIRECT BROADCAST SATELLITE SERVICE.  
7 (iii) WIRELESS MULTICHANNEL VIDEO PROGRAMMING THAT IS PROVIDED BY A  
8 COMMERCIAL MOBILE SERVICE PROVIDER.  
9 29. "VIDEO SERVICE NETWORK":  
10 (a) MEANS A WIRELINE NETWORK, OR ANY COMPONENT OF A WIRELINE  
11 NETWORK, THAT IS LOCATED IN THIS STATE, CONSTRUCTED IN WHOLE OR IN PART  
12 IN, ON, UNDER OR OVER ANY HIGHWAY AND USED TO PROVIDE VIDEO SERVICE.  
13 (b) INCLUDES A CABLE SYSTEM.  
14 30. "VIDEO SERVICE PROVIDER":  
15 (a) MEANS ANY PERSON THAT PROVIDES OR OFFERS TO PROVIDE VIDEO  
16 SERVICE OVER A VIDEO SERVICE NETWORK TO SUBSCRIBERS IN THIS STATE.  
17 (b) INCLUDES AN INCUMBENT CABLE OPERATOR THAT ELECTED PURSUANT TO  
18 SECTIONS 9-1412 AND 9-1413 TO TERMINATE ITS LOCAL LICENSE AND A  
19 MULTICHANNEL VIDEO PROGRAMMING DISTRIBUTOR.  
20 (c) DOES NOT INCLUDE A HOLDOVER CABLE OPERATOR.  
21 9-1402. State preemption; uniform regulation and licensing  
22 A. THE LICENSING OF VIDEO SERVICE PROVIDERS AND THE REGULATION AND  
23 USE OF VIDEO SERVICE ARE MATTERS OF STATEWIDE CONCERN. EXCEPT AS PROVIDED  
24 IN THIS CHAPTER, THE LICENSING OF VIDEO SERVICE PROVIDERS AND THE  
25 REGULATION AND USE OF VIDEO SERVICE ARE NOT SUBJECT TO FURTHER REGULATION  
26 BY A LOCAL GOVERNMENT. THE REGULATION OF VIDEO SERVICE PURSUANT TO THIS  
27 CHAPTER, INCLUDING APPLICATION TO THE LOCAL LICENSES OF INCUMBENT CABLE  
28 OPERATORS, IS REASONABLE AND NECESSARY TO PROMOTE ALL OF THE FOLLOWING:  
29 1. PROVISION OF COMPETITIVE VIDEO, TELECOMMUNICATIONS AND  
30 INFORMATION SERVICE THROUGHOUT THIS STATE.  
31 2. MORE UNIFORM REGULATION OF COMPETITIVE VIDEO SERVICE THROUGHOUT  
32 THIS STATE.  
33 3. STREAMLINED LICENSING BY LOCAL GOVERNMENTS AND MORE UNIFORM  
34 TERMS AND CONDITIONS FOR VIDEO SERVICE PROVIDERS THAT USE HIGHWAYS TO  
35 PROVIDE VIDEO AND OTHER SERVICES OVER VIDEO SERVICE NETWORKS.  
36 4. CONTINUED MANAGEMENT BY LOCAL GOVERNMENTS OF USE OF THEIR  
37 HIGHWAYS WITH REASONABLE BURDENS ON CONSTRUCTION AND MAINTENANCE ACROSS  
38 BOUNDARIES BETWEEN LOCAL GOVERNMENTS FOR VIDEO SERVICE PROVIDERS TO USE  
39 HIGHWAYS TO PROVIDE VIDEO AND OTHER SERVICES OVER VIDEO SERVICE NETWORKS.  
40 5. CONTINUED LEVYING OF LICENSE FEES BY LOCAL GOVERNMENTS ON  
41 SUBSCRIBER SERVICE REVENUES DERIVED FROM OPERATING VIDEO SERVICE NETWORKS  
42 TO PROVIDE VIDEO SERVICE.  
43 6. SUPPORT FOR FEDERAL SUBSCRIBER SERVICE STANDARDS.  
44 B. TO THE FULLEST EXTENT ALLOWED BY FEDERAL LAW, THIS CHAPTER  
45 OCCUPIES THE ENTIRE FIELD OF LICENSING AND REGULATION OF VIDEO SERVICE.



1 C. EXCEPT AS OTHERWISE PROVIDED IN THIS CHAPTER, FROM AND AFTER  
2 DECEMBER 31, 2019 THIS CHAPTER PREEMPTS AND LIMITS THE ABILITY OF A LOCAL  
3 GOVERNMENT TO REGULATE OR ENFORCE ALL OF THE FOLLOWING:

4 1. THE APPLICATION OF CHAPTER 5, ARTICLE 1.1 OF THIS TITLE TO VIDEO  
5 SERVICE PROVIDERS.

6 2. ANY LOCAL LAW AND ANY AGREEMENT WITH A LOCAL GOVERNMENT THAT  
7 DOES ANY OF THE FOLLOWING:

8 (a) REQUIRES A PERSON OTHER THAN A HOLDOVER CABLE OPERATOR TO  
9 OBTAIN OR HOLD FROM A LOCAL GOVERNMENT ANY LICENSE, PERMIT OR SIMILAR  
10 AUTHORIZATION THAT IS A PREREQUISITE TO PROVIDING VIDEO SERVICE OR TO  
11 CONSTRUCTING, MAINTAINING OR USING THE HIGHWAYS TO OPERATE A VIDEO SERVICE  
12 NETWORK IN THE HIGHWAYS WITHIN ITS BOUNDARIES.

13 (b) REGULATES THE PROVISION OF VIDEO SERVICE OR THE CONSTRUCTION OR  
14 OPERATION OF A VIDEO SERVICE NETWORK IF THE LOCAL LAW DOES NOT CONFORM TO  
15 THIS CHAPTER.

16 (c) IMPOSES ON A VIDEO SERVICE PROVIDER ANY REQUIREMENT THAT IS  
17 RELATED TO INFRASTRUCTURE, FACILITIES OR DEPLOYMENT OF EQUIPMENT THAT DOES  
18 NOT CONFORM TO THIS CHAPTER, INCLUDING OFFICE LOCATION, INSTITUTIONAL  
19 NETWORK, BUILD-OUT, LINE EXTENSION, INVESTMENT OR OTHER OPERATIONAL  
20 REQUIREMENTS THAT ARE NOT DIRECTLY RELATED TO THE LOCAL GOVERNMENT'S  
21 MANAGEMENT OF THE HIGHWAYS.

22 (d) REQUIRES A VIDEO SERVICE PROVIDER TO OBTAIN A LICENSE OR OTHER  
23 AUTHORIZATION FROM THE LOCAL GOVERNMENT TO PROVIDE TELECOMMUNICATIONS  
24 SERVICE, INFORMATION SERVICE, INTERACTIVE COMPUTER SERVICE OR OTHER  
25 SERVICE IF THE VIDEO SERVICE PROVIDER USES ITS VIDEO SERVICE NETWORK  
26 WITHIN THE BOUNDARIES OF THE LOCAL GOVERNMENT TO PROVIDE THE SERVICE.

27 (e) REQUIRES A VIDEO SERVICE PROVIDER TO PAY TO LOCATE IN DUCTS OR  
28 CONDUITS OR ON POLES OWNED BY THE LOCAL GOVERNMENT IF THE LOCAL GOVERNMENT  
29 REQUIRES INSTALLATION IN THE DUCTS OR CONDUITS OR ON THE POLES.

30 9-1403. Limited application

31 THIS CHAPTER DOES NOT:

32 1. PREVENT A TELECOMMUNICATIONS PROVIDER FROM EXERCISING ANY RIGHTS  
33 OR AUTHORITY THAT THE TELECOMMUNICATIONS PROVIDER HAS AS A PUBLIC UTILITY  
34 UNDER FEDERAL OR STATE LAW.

35 2. AFFECT ANY AUTHORITY OF A LOCAL GOVERNMENT, AN AGRICULTURAL  
36 IMPROVEMENT DISTRICT, ANY SPECIAL TAXING DISTRICT OR ANY OTHER PERSON THAT  
37 CONTROLS UTILITY POLES ON THE HIGHWAYS TO DENY, LIMIT, RESTRICT OR  
38 DETERMINE THE RATES, TERMS AND CONDITIONS FOR THE USE OF OR ATTACHMENT BY  
39 A VIDEO SERVICE PROVIDER TO UTILITY OR OTHER POLES OWNED BY THE LOCAL  
40 GOVERNMENT OR OTHER PERSON. FOR THE PURPOSES OF THIS PARAGRAPH,  
41 "AUTHORITY OF A LOCAL GOVERNMENT" INCLUDES POLICE POWERS.

42 3. VEST IN THE CORPORATION COMMISSION ANY AUTHORITY OR JURISDICTION  
43 OVER VIDEO SERVICE, VIDEO SERVICE PROVIDERS OR VIDEO SERVICE NETWORKS OR  
44 OVER THE RATES, TERMS AND CONDITIONS OF POLE ATTACHMENTS UNDER 47 UNITED  
45 STATES CODE SECTION 224.

1           4. AFFECT OR PREEMPT ANY GENERALLY APPLICABLE LOCAL LAWS, INCLUDING  
2 A LOCAL GOVERNMENT'S POLICE POWER, TO MANAGE THE USE AND OCCUPANCY OF THE  
3 HIGHWAYS WITHIN THE LOCAL GOVERNMENT'S BOUNDARIES OR TO EXERCISE THE LOCAL  
4 GOVERNMENT'S POLICE POWERS IF THE LOCAL GOVERNMENT APPLIES THE LOCAL LAWS  
5 AND THE EXERCISE OF POLICE POWERS TO ALL USERS OF THE HIGHWAYS IN A  
6 NONDISCRIMINATORY MANNER.

7                                   ARTICLE 2. LOCAL LICENSES

8           9-1411. Local governments; uniform video service license  
9                                   agreements; forms; provisions

10           A. FROM AND AFTER DECEMBER 31, 2019, A LOCAL GOVERNMENT HAS THE  
11 EXCLUSIVE AUTHORITY TO ISSUE A UNIFORM VIDEO SERVICE LICENSE TO A PERSON  
12 TO PROVIDE VIDEO SERVICE AND TO CONSTRUCT AND OPERATE A VIDEO SERVICE  
13 NETWORK IN ANY SERVICE AREA WITHIN ITS BOUNDARIES.

14           B. ON OR BEFORE JULY 1, 2019, EACH LOCAL GOVERNMENT SHALL ADOPT A  
15 STANDARD FORM OF UNIFORM VIDEO SERVICE LICENSE AGREEMENT FOR VIDEO SERVICE  
16 PROVIDERS TO BE USED BY THE LOCAL GOVERNMENT AND A STANDARD FORM OF  
17 APPLICATION AND AFFIDAVIT AS DESCRIBED IN SECTION 9-1414. A LOCAL  
18 GOVERNMENT SHALL PRESCRIBE OTHER FORMS ONLY AS NECESSARY TO IMPLEMENT THIS  
19 CHAPTER.

20           C. THE UNIFORM VIDEO SERVICE LICENSE AGREEMENT ADOPTED UNDER  
21 SUBSECTION B OF THIS SECTION MUST INCLUDE ALL OF THE FOLLOWING PROVISIONS  
22 IN SUBSTANTIALLY THE FOLLOWING FORM AND MAY NOT INCLUDE ANY OTHER  
23 PROVISIONS:

24                   1. THE NAME OF THE VIDEO SERVICE PROVIDER, ITS TYPE OF ENTITY AND  
25 ITS JURISDICTION OF FORMATION.

26                   2. THE ADDRESS AND TELEPHONE NUMBER OF THE VIDEO SERVICE PROVIDER'S  
27 PRINCIPAL PLACE OF BUSINESS.

28                   3. THE NAME AND ADDRESS OF THE VIDEO SERVICE PROVIDER'S PRINCIPAL  
29 EXECUTIVE OFFICERS OR GENERAL PARTNERS AND ANY PERSONS AUTHORIZED TO  
30 REPRESENT THE VIDEO SERVICE PROVIDER BEFORE THE LOCAL GOVERNMENT.

31                   4. IF THE VIDEO SERVICE PROVIDER IS NOT AN INCUMBENT CABLE  
32 OPERATOR, THE DATE ON WHICH THE PROVIDER EXPECTS TO PROVIDE VIDEO SERVICES  
33 IN THE AREA IDENTIFIED UNDER PARAGRAPH 5 OF THIS SUBSECTION.

34                   5. AN EXACT DESCRIPTION OF THE SERVICE AREA TO BE SERVED, AS  
35 IDENTIFIED BY A GEOGRAPHIC INFORMATION SYSTEM DIGITAL BOUNDARY THAT MEETS  
36 OR EXCEEDS NATIONAL MAP ACCURACY STANDARDS.

37                   6. A REQUIREMENT THAT THE VIDEO SERVICE PROVIDER PAY THE LICENSE  
38 FEES REQUIRED UNDER THIS CHAPTER AND ALL OTHER LAWFUL FEES AND CHARGES  
39 IMPOSED BY THE LOCAL GOVERNMENT.

40                   7. A REQUIREMENT THAT THE VIDEO SERVICE PROVIDER FILE IN A TIMELY  
41 MANNER WITH THE FEDERAL COMMUNICATIONS COMMISSION ALL FORMS REQUIRED BY  
42 THAT AGENCY BEFORE OFFERING VIDEO SERVICE IN THE SERVICE AREA, INCLUDING  
43 THE FORMS REQUIRED BY 47 CODE OF FEDERAL REGULATIONS SECTION 76.1801.

44                   8. A REQUIREMENT THAT THE VIDEO SERVICE PROVIDER AGREES TO COMPLY  
45 WITH AND BE SUBJECT TO ALL VALID AND ENFORCEABLE FEDERAL AND STATE LAWS.

1 9. A REQUIREMENT THAT THE VIDEO SERVICE PROVIDER AGREES TO COMPLY  
2 WITH ALL GENERALLY APPLICABLE, NONDISCRIMINATORY LOCAL LAWS, INCLUDING  
3 HIGHWAY USE, MAPPING, INSURANCE, PERFORMANCE BONDS, SECURITY FUND,  
4 INDEMNIFICATION OR SIMILAR REQUIREMENTS THAT APPLY TO THE USE AND  
5 OCCUPATION OF ANY HIGHWAY AND THAT CONFORM TO THIS CHAPTER.

6 10. A REQUIREMENT THAT THE VIDEO SERVICE PROVIDER COMPLY WITH THE  
7 PUBLIC, EDUCATION AND GOVERNMENT PROGRAMMING REQUIREMENTS OF THIS CHAPTER.

8 11. A REQUIREMENT THAT THE VIDEO SERVICE PROVIDER COMPLY WITH ALL  
9 CUSTOMER SERVICE RULES OF THE FEDERAL COMMUNICATIONS COMMISSION UNDER 47  
10 CODE OF FEDERAL REGULATIONS SECTION 76.309(c) APPLICABLE TO CABLE  
11 OPERATORS.

12 12. A REQUIREMENT THAT THE VIDEO SERVICE PROVIDER COMPLY WITH THE  
13 CONSUMER PRIVACY REQUIREMENTS OF 47 UNITED STATES CODE SECTION 551  
14 APPLICABLE TO CABLE OPERATORS.

15 13. A GRANT OF AUTHORITY BY THE LOCAL GOVERNMENT TO PROVIDE VIDEO  
16 SERVICE IN THE SERVICE AREA AS DESCRIBED UNDER PARAGRAPH 5 OF THIS  
17 SUBSECTION.

18 14. A GRANT OF AUTHORITY BY THE LOCAL GOVERNMENT TO USE AND OCCUPY  
19 THE HIGHWAYS IN THE DELIVERY OF THE VIDEO SERVICE, SUBJECT TO THE LAWS OF  
20 THIS STATE AND THE POLICE POWERS OF THE LOCAL GOVERNMENT.

21 15. THE TERM OF THE UNIFORM VIDEO SERVICE LICENSE.

22 16. A REQUIREMENT THAT THE PARTIES TO THE AGREEMENT ARE SUBJECT TO  
23 AND MUST COMPLY WITH THIS CHAPTER.

24 D. EXCEPT AS OTHERWISE PROVIDED IN THIS CHAPTER, FROM AND AFTER  
25 DECEMBER 31, 2019 A PERSON MAY NOT ACT AS A VIDEO SERVICE PROVIDER OR  
26 CONSTRUCT OR OPERATE A VIDEO SERVICE NETWORK WITHIN THE BOUNDARIES OF A  
27 LOCAL GOVERNMENT WITHOUT FIRST HAVING BEEN ISSUED AND CONTINUING TO HOLD A  
28 UNIFORM VIDEO SERVICE LICENSE WITH A SERVICE AREA ENCOMPASSING THE  
29 BOUNDARIES.

30 E. A LOCAL LICENSE SHALL REMAIN ENFORCEABLE IN ACCORDANCE WITH ITS  
31 TERMS UNTIL TERMINATED UNDER SECTION 9-1412, SUBSECTION B.

32 9-1412. Incumbent cable operator; election on local license;  
33 procedure to obtain uniform video service license  
34 and terminate local license

35 A. FROM AND AFTER DECEMBER 31, 2019, AN INCUMBENT CABLE OPERATOR  
36 MAY ELECT TO DO EITHER OF THE FOLLOWING:

37 1. CONTINUE TO OPERATE WITHIN A SERVICE AREA AS DEFINED IN THE  
38 LOCAL LICENSE PURSUANT TO SECTION 9-1413.

39 2. TERMINATE THE INCUMBENT CABLE OPERATOR'S LOCAL LICENSE FOR A  
40 SERVICE AREA BY APPLYING FOR AND OBTAINING A UNIFORM VIDEO SERVICE LICENSE  
41 PURSUANT TO THIS ARTICLE.

42 B. ON OR BEFORE JULY 1, 2020, TO ELECT TO TERMINATE A LOCAL LICENSE  
43 UNDER SUBSECTION A OF THIS SECTION IN THE SAME MANNER AS ANY OTHER VIDEO  
44 SERVICE PROVIDER, AN INCUMBENT CABLE OPERATOR SHALL APPLY FOR A UNIFORM  
45 VIDEO SERVICE LICENSE THAT INCLUDES ONLY THE SERVICE AREA THAT IS DEFINED

1 IN THE LOCAL LICENSE. IF AN INCUMBENT CABLE OPERATOR OBTAINS A UNIFORM  
2 VIDEO SERVICE LICENSE FOR THE SERVICE AREA, BOTH OF THE FOLLOWING APPLY:

3 1. THE APPLICANT'S LOCAL LICENSE IS TERMINATED AS TO THE SERVICE  
4 AREA BY OPERATION OF LAW FROM AND AFTER THE DATE THE LOCAL GOVERNMENT  
5 ISSUES THE UNIFORM VIDEO SERVICE LICENSE.

6 2. THE INCUMBENT CABLE OPERATOR SHALL OPERATE WITHIN THE SERVICE  
7 AREA DEFINED IN THE LOCAL LICENSE UNLESS THE INCUMBENT CABLE OPERATOR  
8 ELECTS UNDER SECTION 9-1414, SUBSECTION C TO APPLY FOR A UNIFORM VIDEO  
9 SERVICE LICENSE FOR A SERVICE AREA THAT CONSISTS OF THE BOUNDARIES OF THE  
10 LOCAL GOVERNMENT.

11 9-1413. Incumbent cable operator; procedure to continue  
12 operating under local license

13 A. IF AN INCUMBENT CABLE OPERATOR DOES NOT TIMELY ELECT TO  
14 TERMINATE A LOCAL LICENSE FOR A SERVICE AREA PURSUANT TO SECTION 9-1412,  
15 SUBSECTION B, THE PERSON SHALL CONTINUE TO OPERATE THE CABLE SYSTEM AS A  
16 HOLDOVER CABLE OPERATOR WITHIN THE SERVICE AREA DEFINED IN THE LOCAL  
17 LICENSE AND SHALL COMPLY WITH THE LOCAL LICENSE FOR AS LONG AS IT REMAINS  
18 IN EFFECT FOR THE SERVICE AREA. THE LOCAL LICENSE IS NOT EFFECTIVE FOR  
19 THE SERVICE AREA FROM AND AFTER THE DATE THE LOCAL LICENSE EXPIRES BY ITS  
20 TERMS. THE LOCAL GOVERNMENT MAY NOT UNILATERALLY RENEW OR EXTEND THE TERM  
21 OF THE LOCAL LICENSE FOR THE SERVICE AREA. THE LOCAL GOVERNMENT AND THE  
22 HOLDOVER CABLE OPERATOR SHALL COMPLY WITH ALL OF THE FOLLOWING, WHICH  
23 SHALL CONTINUE TO APPLY TO THE LOCAL LICENSE:

- 24 1. CHAPTER 5, ARTICLE 1.1 OF THIS TITLE.
- 25 2. SECTION 9-584.
- 26 3. CHAPTER 5, ARTICLE 8 OF THIS TITLE.
- 27 4. TITLE 11, CHAPTER 13, ARTICLE 1.

28 B. TO OPERATE WITHIN A SERVICE AREA FROM AND AFTER THE DATE THE  
29 LOCAL LICENSE EXPIRES, THE HOLDOVER CABLE OPERATOR MUST APPLY FOR AND  
30 OBTAIN A UNIFORM VIDEO SERVICE LICENSE IN THE SAME MANNER AS ANY OTHER  
31 VIDEO SERVICE PROVIDER.

32 C. IF A HOLDOVER CABLE OPERATOR IS ISSUED A UNIFORM VIDEO SERVICE  
33 LICENSE WITH A SERVICE AREA THAT INCLUDES THE SERVICE AREA DEFINED UNDER  
34 THE LOCAL LICENSE WHILE OPERATING PURSUANT TO THE LOCAL LICENSE UNDER  
35 SUBSECTION A OF THIS SECTION, THE UNIFORM VIDEO SERVICE LICENSE DOES NOT  
36 BECOME EFFECTIVE UNTIL THE LOCAL LICENSE EXPIRES.

37 D. A HOLDOVER CABLE OPERATOR THAT ELECTS TO APPLY FOR A UNIFORM  
38 VIDEO SERVICE LICENSE SHALL DO SO AT LEAST ONE MONTH BEFORE THE LOCAL  
39 LICENSE EXPIRES.

40 9-1414. Uniform video service license; application; fees

41 A. TO OBTAIN A UNIFORM VIDEO SERVICE LICENSE, A PERSON SHALL FILE  
42 WITH THE CLERK OF THE LOCAL GOVERNMENT AN APPLICATION AND AFFIDAVIT THAT  
43 ARE SIGNED BY ONE OF THE PRINCIPAL EXECUTIVE OFFICERS OR GENERAL PARTNERS  
44 OF THE APPLICANT AND THAT COMPLY WITH THIS SECTION.

1 B. THE APPLICATION AND AFFIDAVIT SHALL BE IN THE FORM REQUIRED BY  
2 THE LOCAL GOVERNMENT AND SHALL BE REQUIRED TO CONTAIN ALL OF AND NOT MORE  
3 THAN THE FOLLOWING:

4 1. EACH SERVICE AREA IN WHICH THE APPLICANT INTENDS TO PROVIDE  
5 VIDEO SERVICE IN THE FORMAT AS DESCRIBED IN SECTION 9-1411, SUBSECTION C.  
6 EXCEPT AS PROVIDED IN SECTION 9-1412, SUBSECTION B, PARAGRAPH 2, UNDER A  
7 UNIFORM VIDEO SERVICE LICENSE THE BOUNDARIES OF THE LOCAL GOVERNMENT IS A  
8 SINGLE SERVICE AREA AND THE SERVICE AREA CONSISTS OF ALL OF THE TERRITORY  
9 WITHIN THE BOUNDARIES OF THAT LOCAL GOVERNMENT.

10 2. THE INFORMATION PRESCRIBED BY SECTION 9-1411, SUBSECTION C,  
11 PARAGRAPHS 1 THROUGH 4. THE HOLDER SHALL NOTIFY THE LOCAL GOVERNMENT IN  
12 WRITING OF CHANGES TO THIS INFORMATION WITHIN THIRTY DAYS AFTER THE CHANGE  
13 OCCURS.

14 3. THE TERM OF THE UNIFORM VIDEO SERVICE LICENSE, WHICH MAY NOT  
15 EXCEED TEN YEARS.

16 4. AN AGREEMENT TO PAY ALL LAWFUL FEES AND CHARGES IMPOSED BY THE  
17 LOCAL GOVERNMENT.

18 C. AN INCUMBENT CABLE OPERATOR DESCRIBED IN SECTION 9-1412,  
19 SUBSECTION B, PARAGRAPH 2 MAY ELECT TO APPLY FOR A UNIFORM VIDEO SERVICE  
20 LICENSE FOR A SERVICE AREA THAT CONSISTS OF THE BOUNDARIES OF A LOCAL  
21 GOVERNMENT.

22 D. IF THE LOCAL GOVERNMENT DETERMINES THAT THE APPLICATION AND  
23 AFFIDAVIT ARE INCOMPLETE OR OTHERWISE DEFICIENT FOR FAILURE TO COMPLY WITH  
24 THIS SECTION, THE LOCAL GOVERNMENT SHALL PROVIDE WRITTEN NOTICE TO THE  
25 APPLICANT NOT LATER THAN FIFTEEN DAYS AFTER THE DATE OF FILING OF THE  
26 APPLICATION AND AFFIDAVIT. THE WRITTEN NOTICE SHALL DO BOTH OF THE  
27 FOLLOWING:

28 1. EXPLAIN THE INCOMPLETENESS OR DEFICIENCY IN DETAIL.

29 2. SPECIFY THE INFORMATION OR OTHER ITEMS THAT ARE NECESSARY UNDER  
30 THIS SECTION FOR PROPER COMPLETION OF THE APPLICATION AND AFFIDAVIT.

31 E. THE LOCAL GOVERNMENT MAY NOT DO ANY OF THE FOLLOWING:

32 1. CHARGE A FEE FOR FILING OR PROCESSING AN APPLICATION, AFFIDAVIT,  
33 NOTICE OR OTHER DOCUMENT UNDER THIS CHAPTER.

34 2. VOTE ON OR TAKE OTHER OFFICIAL ACTION REGARDING THE APPLICATION,  
35 AFFIDAVIT, NOTICE OR OTHER DOCUMENT.

36 3. REQUIRE THE APPLICANT TO OBTAIN THE APPROVAL OF THE LOCAL  
37 GOVERNMENT REGARDING THE APPLICATION, AFFIDAVIT, NOTICE OR OTHER DOCUMENT.

38 4. REQUIRE THE APPLICANT TO ENTER INTO AN AGREEMENT AS DESCRIBED IN  
39 SECTION 9-1442, SUBSECTION I.

40 9-1415. Authority granted by uniform video service license;  
41 conditions and limitations prohibited; providing  
42 video service

43 A. NOT LATER THAN THIRTY DAYS AFTER THE DATE AN APPLICANT FILES A  
44 COMPLETED APPLICATION AND AFFIDAVIT PURSUANT TO SECTION 9-1414, THE LOCAL  
45 GOVERNMENT SHALL ISSUE A UNIFORM VIDEO SERVICE LICENSE TO THE APPLICANT IN

1 THE FORM PRESCRIBED BY SECTION 9-1411. IF THE LOCAL GOVERNMENT DOES NOT  
2 NOTIFY THE APPLICANT ABOUT THE COMPLETENESS OF THE UNIFORM VIDEO SERVICE  
3 LICENSE AGREEMENT WITHIN THE TIME PERIOD PRESCRIBED BY SECTION 9-1414,  
4 SUBSECTION D OR ISSUE THE AGREEMENT WITHIN THE TIME PERIOD REQUIRED UNDER  
5 THIS SUBSECTION, THE AGREEMENT SHALL BE CONSIDERED COMPLETE AND ISSUED TO  
6 THE APPLICANT IN THE FORM SUBMITTED.

7 B. THE UNIFORM VIDEO SERVICE LICENSE ISSUED TO AN APPLICANT,  
8 INCLUDING AN INCUMBENT CABLE OPERATOR, BY A LOCAL GOVERNMENT IS A  
9 NONEXCLUSIVE LICENSE GRANTING TO THE HOLDER OF THE UNIFORM VIDEO SERVICE  
10 LICENSE THE AUTHORITY FOR THE TERM REQUESTED IN THE APPLICATION TO DO ALL  
11 OF THE FOLLOWING:

12 1. PROVIDE VIDEO SERVICE IN ALL SERVICE AREAS DESIGNATED IN THE  
13 APPLICATION AND AFFIDAVIT FILED WITH THE LOCAL GOVERNMENT.

14 2. CONSTRUCT AND OPERATE A VIDEO SERVICE NETWORK IN THE HIGHWAYS IN  
15 EACH SERVICE AREA IN COMPLIANCE WITH THIS CHAPTER AND ALL LOCAL LAWS THAT  
16 ARE NOT IN CONFLICT OR OTHERWISE DO NOT CONFORM TO THIS CHAPTER OR THE  
17 PURPOSES AND OBJECTIVES OF THIS CHAPTER.

18 3. OPERATE AND MAINTAIN FACILITIES INSTALLED IN THE HIGHWAYS IN THE  
19 SERVICE AREA UNDER A LOCAL LICENSE PURSUANT TO ALL OF THE FOLLOWING:

20 (a) SECTION 9-506, SUBSECTIONS I AND J.

21 (b) SECTION 9-584.

22 (c) CHAPTER 5, ARTICLE 8 OF THIS TITLE AND TITLE 11, CHAPTER 13,  
23 ARTICLE 1.

24 C. A LOCAL GOVERNMENT MAY NOT CONDITION OR LIMIT A UNIFORM VIDEO  
25 SERVICE LICENSE BY IMPOSING ANY OBLIGATION OR REQUIREMENT THAT IS NOT  
26 AUTHORIZED BY THIS CHAPTER, INCLUDING ANY OF THE FOLLOWING:

27 1. ANY OFFICE LOCATION, INSTITUTIONAL NETWORK OR OTHER BUILD-OUT,  
28 LINE EXTENSION, INVESTMENT OR OTHER REQUIREMENTS RELATING TO THE OVERALL  
29 SCOPE, EXTENT AND TIMING OF INFRASTRUCTURE, FACILITIES OR DEPLOYMENT OF  
30 EQUIPMENT.

31 2. ANY REQUIREMENTS TO PAY TO ANY PERSON ANY APPLICATION, DOCUMENT,  
32 LICENSE, SERVICE OR OTHER FEE, TAX, CHARGE OR ASSESSMENT THAT IS NOT  
33 AUTHORIZED BY THIS CHAPTER.

34 D. A HOLDER OF A UNIFORM VIDEO SERVICE LICENSE SHALL PROVIDE VIDEO  
35 SERVICE IN ACCORDANCE WITH THE CERTIFICATIONS MADE BY THE HOLDER IN EACH  
36 APPLICATION AND AFFIDAVIT THAT THE HOLDER FILES WITH A LOCAL GOVERNMENT  
37 PURSUANT TO THIS ARTICLE.

38 9-1416. Amendment of uniform video service license to add  
39 service area

40 A. TO ADD ONE OR MORE NEW SERVICE AREAS TO A UNIFORM VIDEO SERVICE  
41 LICENSE, THE HOLDER SHALL FILE WITH THE CLERK OF THE LOCAL GOVERNMENT AN  
42 APPLICATION FOR AN AMENDMENT TO THE UNIFORM VIDEO SERVICE LICENSE TO ADD  
43 EACH NEW SERVICE AREA.

1 B. THE APPLICATION IS SUBJECT TO THE SAME PROCEDURES, REQUIREMENTS,  
2 LIMITATIONS AND TIME PERIODS AS AN APPLICATION FOR ISSUANCE OF A UNIFORM  
3 VIDEO SERVICE LICENSE PURSUANT TO SECTIONS 9-1414 AND 9-1415.

4 9-1417. Termination of service

5 A. TO TERMINATE THE AUTHORITY TO PROVIDE VIDEO SERVICE TO AN  
6 EXISTING SERVICE AREA AUTHORIZED UNDER THE UNIFORM VIDEO SERVICE LICENSE,  
7 THE HOLDER OF THE UNIFORM VIDEO SERVICE LICENSE SHALL FILE WITH THE CLERK  
8 OF THE LOCAL GOVERNMENT WRITTEN NOTICE OF THE TERMINATION.

9 B. THE HOLDER MAY TERMINATE SERVICE ON AND AFTER THE DATE THAT THE  
10 HOLDER FILES THE WRITTEN NOTICE WITH THE CLERK OF THE LOCAL GOVERNMENT.

11 C. THE HOLDER SHALL:

12 1. COMPLY WITH APPLICABLE FEDERAL LAWS, INCLUDING RULES AND  
13 REGULATIONS OF THE FEDERAL COMMUNICATIONS COMMISSION.

14 2. GIVE ALL AFFECTED SUBSCRIBERS AND LOCAL GOVERNMENTS NOTICE AT  
15 LEAST NINETY DAYS BEFORE TERMINATION OF SERVICE IN ALL OF A SERVICE AREA  
16 THAT CONSISTS OF THE BOUNDARIES OF THE LOCAL GOVERNMENT.

17 9-1418. Boundary change

18 EACH LOCAL GOVERNMENT WHOSE BOUNDARIES CHANGE SHALL NOTIFY IN A  
19 TIMELY MANNER EACH VIDEO SERVICE PROVIDER THAT OPERATES IN THE BOUNDARIES.

20 9-1419. Transfer of uniform video service license

21 A. EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION OR OTHERWISE  
22 REQUIRED BY FEDERAL LAW, INCLUDING RULES AND REGULATIONS OF THE FEDERAL  
23 COMMUNICATIONS COMMISSION, A UNIFORM VIDEO SERVICE LICENSE IS FULLY  
24 TRANSFERABLE TO ANY PERSON WHETHER THE TRANSFER ARISES THROUGH MERGER,  
25 SALE, ASSIGNMENT, RESTRUCTURING, CHANGE OF CONTROL OR OTHER TYPE OF  
26 TRANSACTION. A TRANSFER DOES NOT INCLUDE AN ASSIGNMENT OF A UNIFORM VIDEO  
27 SERVICE LICENSE FOR THE PURPOSE OF SECURING INDEBTEDNESS. A TRANSFER MAY  
28 INCLUDE LESS THAN ALL SERVICE AREAS ASSOCIATED WITH A UNIFORM VIDEO  
29 SERVICE LICENSE.

30 B. THE HOLDER SHALL FILE WITH THE CLERK OF THE LOCAL GOVERNMENT  
31 WRITTEN NOTICE OF THE TRANSFER OF THE UNIFORM VIDEO SERVICE LICENSE. ON  
32 THE FILING OF NOTICE UNDER THIS SUBSECTION THE TRANSFEREE BECOMES THE  
33 HOLDER.

34 9-1420. Extension

35 A. TO EXTEND THE TERM OF A UNIFORM VIDEO SERVICE LICENSE, THE  
36 HOLDER OF THE UNIFORM VIDEO SERVICE LICENSE SHALL FILE WITH THE CLERK OF  
37 THE LOCAL GOVERNMENT AT LEAST ONE MONTH BEFORE THE END OF THE TERM OF THE  
38 UNIFORM VIDEO SERVICE LICENSE A NOTICE TO EXTEND THE TERM FOR A SPECIFIED  
39 PERIOD NOT TO EXCEED TEN YEARS.

40 B. EFFECTIVE ON THE DATE THE HOLDER FILES THE WRITTEN NOTICE WITH  
41 THE CLERK OF THE LOCAL GOVERNMENT, THE TERM IS EXTENDED FOR THE SPECIFIED  
42 PERIOD FROM AND AFTER THE DATE OF THE END OF THE THEN-CURRENT TERM.

43 C. TRANSFERRING, AMENDING OR MODIFYING A UNIFORM VIDEO SERVICE  
44 LICENSE UNDER OTHER SECTIONS OF THIS ARTICLE DOES NOT EXTEND THE TERM OF  
45 THE UNIFORM VIDEO SERVICE LICENSE.

1           9-1421. Subscriber complaints

2           A. A SUBSCRIBER MAY SUBMIT COMPLAINTS ABOUT VIDEO SERVICE TO ANY OF  
3 THE FOLLOWING:

- 4           1. THE LOCAL GOVERNMENT WHERE THE SUBSCRIBER RESIDES.  
5           2. THE ATTORNEY GENERAL.  
6           3. THE FEDERAL COMMUNICATIONS COMMISSION.  
7           4. OTHER AUTHORITIES AS PROVIDED BY LAW.

8           B. A LOCAL GOVERNMENT MAY CHOOSE TO MONITOR AND ASSIST SUBSCRIBERS  
9 WITH THE SUBSCRIBER SERVICE STANDARDS PURSUANT TO 47 CODE OF FEDERAL  
10 REGULATIONS SECTION 76.309(c) OR TO BE IDENTIFIED ON BILLS TO SUBSCRIBERS  
11 AS THE LOCAL FRANCHISE AUTHORITY FOR A SERVICE AREA CONSISTENT WITH RULES  
12 OF THE FEDERAL COMMUNICATIONS COMMISSION.

13                   ARTICLE 3. DUTIES OF VIDEO SERVICE PROVIDERS

14           9-1431. Video service; revocation for nonuse

15           A. NOT LATER THAN TWENTY-FOUR MONTHS AFTER THE DATE THAT A LOCAL  
16 GOVERNMENT ISSUES A UNIFORM VIDEO SERVICE LICENSE PURSUANT TO SECTIONS  
17 9-1414 AND 9-1415 OR AN AMENDED UNIFORM VIDEO SERVICE LICENSE PURSUANT TO  
18 SECTION 9-1416, THE HOLDER OF THE UNIFORM VIDEO SERVICE LICENSE SHALL  
19 OFFER AND PROVIDE VIDEO SERVICE TO AT LEAST ONE SUBSCRIBER WITHIN EACH  
20 SERVICE AREA AUTHORIZED BY THE UNIFORM VIDEO SERVICE LICENSE OR AMENDED  
21 UNIFORM VIDEO SERVICE LICENSE UNLESS THE HOLDER CANNOT MEET THE  
22 REQUIREMENT FOR REASONS BEYOND THE HOLDER'S CONTROL.

23           B. IF A HOLDER FAILS TO COMPLY WITH SUBSECTION A OF THIS SECTION, A  
24 LOCAL GOVERNMENT MAY REVOKE THE HOLDER'S UNIFORM VIDEO SERVICE LICENSE FOR  
25 AFFECTED SERVICE AREAS.

26           9-1432. Reports; confidentiality; definition

27           A. A VIDEO SERVICE PROVIDER THAT IS NOT AN INCUMBENT CABLE OPERATOR  
28 AND THAT HOLDS A UNIFORM VIDEO SERVICE LICENSE WITH A SERVICE AREA WITHIN  
29 THE BOUNDARIES OF A LOCAL GOVERNMENT SHALL PREPARE AND SUBMIT TO THE LOCAL  
30 GOVERNMENT A SEMIANNUAL REPORT THAT IDENTIFIES THE LOCATIONS WITHIN THE  
31 BOUNDARIES THAT ARE ABLE TO RECEIVE VIDEO SERVICE FROM THE VIDEO SERVICE  
32 PROVIDER. THIS REPORTING REQUIREMENT APPLIES UNTIL THE VIDEO SERVICE  
33 PROVIDER HAS CONSTRUCTED ALL OF THE FACILITIES THE VIDEO SERVICE PROVIDER  
34 INTENDS TO CONSTRUCT WITHIN THE BOUNDARIES OF THE LOCAL GOVERNMENT.

35           B. THE VIDEO SERVICE PROVIDER SHALL FILE THE REPORT WITH THE LOCAL  
36 GOVERNMENT NOT LATER THAN TWENTY DAYS AFTER THE LAST DAY OF THE SECOND AND  
37 FOURTH CALENDAR QUARTERS OF EACH YEAR.

38           C. INFORMATION CONTAINED IN A REPORT THAT IS SUBMITTED TO A LOCAL  
39 GOVERNMENT PURSUANT TO THIS SECTION:

- 40           1. IS CONFIDENTIAL PROPRIETARY INFORMATION OF THE VIDEO SERVICE  
41 PROVIDER.  
42           2. IS NOT A PUBLIC RECORD.  
43           3. MUST BE MANAGED SO THAT ANY CRITICAL INFRASTRUCTURE INFORMATION  
44 CONTAINED IN THE REPORT IS PROTECTED AS PROVIDED BY LAW.



1 4. MAY NOT BE DISCLOSED TO ANY PERSON WHO IS NOT AN OFFICER OR  
2 EMPLOYEE OF THE LOCAL GOVERNMENT UNLESS THE VIDEO SERVICE PROVIDER HAS  
3 CONSENTED IN WRITING TO THE DISCLOSURE.

4 D. FOR THE PURPOSES OF THIS SECTION, "CRITICAL INFRASTRUCTURE  
5 INFORMATION" HAS THE SAME MEANING PRESCRIBED IN SECTION 41-1801.

6 9-1433. Nondiscriminatory manner; compliance with standards  
7 and federal law

8 A. A VIDEO SERVICE PROVIDER SHALL ACTIVATE AND OFFER VIDEO SERVICE  
9 IN A NONDISCRIMINATORY MANNER WITHIN EACH SERVICE AREA AND MAY NOT DENY  
10 ACCESS TO VIDEO SERVICE TO ANY GROUP OF POTENTIAL RESIDENTIAL SUBSCRIBERS  
11 WITHIN A PARTICULAR PART OF A SERVICE AREA BECAUSE OF THE INCOME PROFILE  
12 OF THE PERSONS WHO RESIDE IN THAT PART OF THE SERVICE AREA.

13 B. IN PROVIDING VIDEO SERVICE, A VIDEO SERVICE PROVIDER SHALL  
14 COMPLY WITH ALL OF THE FOLLOWING:

15 1. 47 UNITED STATES CODE SECTION 551.

16 2. ALL ENGINEERING AND SAFETY CODES APPLICABLE TO THE VIDEO SERVICE  
17 PROVIDER'S CONSTRUCTION PRACTICES AND INSTALLATION OF EQUIPMENT.

18 3. ANY TECHNICAL STANDARDS GOVERNING THE DESIGN, CONSTRUCTION AND  
19 OPERATION OF A VIDEO SERVICE NETWORK REQUIRED BY FEDERAL LAW.

20 4. 47 CODE OF FEDERAL REGULATIONS PART 11, AS ADOPTED AND AS MAY BE  
21 AMENDED BY THE FEDERAL COMMUNICATIONS COMMISSION, TO THE EXTENT THOSE  
22 PROVISIONS REQUIRE A VIDEO SERVICE PROVIDER TO PARTICIPATE IN THE  
23 EMERGENCY ALERT SYSTEM.

24 5. 47 CODE OF FEDERAL REGULATIONS SECTIONS 76.309, 76.1601,  
25 76.1602, 76.1603, 76.1604, 76.1618, 76.1619, 76.1620, 76.1621 AND 76.1622,  
26 AS ADOPTED AND AS MAY BE AMENDED BY THE FEDERAL COMMUNICATIONS COMMISSION,  
27 ON STANDARDS GOVERNING THE QUALITY OF VIDEO SERVICE AND SUBSCRIBER  
28 SERVICE. A VIDEO SERVICE PROVIDER MAY NOT BE REQUIRED TO COMPLY WITH ANY  
29 SUBSCRIBER SERVICE STANDARDS THAT ARE MORE BURDENSOME THAN THOSE SET FORTH  
30 IN THIS PARAGRAPH.

31 ARTICLE 4. LOCAL GOVERNMENTS

32 9-1441. Management of highways; local governments; permits or  
33 licenses

34 A. IN MANAGING A HIGHWAY UNDER LOCAL LAWS AS PRESCRIBED IN SECTION  
35 9-1411, SUBSECTION C, PARAGRAPH 9, A LOCAL GOVERNMENT MAY MANAGE THE USE  
36 OF THE HIGHWAY, INCLUDING ALL OF THE FOLLOWING:

37 1. REQUIRING A VIDEO SERVICE PROVIDER THAT IS CONSTRUCTING,  
38 INSTALLING, WORKING WITHIN, MAINTAINING OR REPAIRING FACILITIES IN, ON,  
39 UNDER OR OVER ANY HIGHWAY TO OBTAIN A CONSTRUCTION, ENCROACHMENT OR  
40 OCCUPANCY PERMIT FOR THE WORK.

41 2. INSPECTING THE CONSTRUCTION, INSTALLATION, MAINTENANCE OR REPAIR  
42 WORK PERFORMED ON SUCH FACILITIES.

43 3. LIMITING THE INSTALLATION OF NEW AERIAL FACILITIES.

1 B. IF A VIDEO SERVICE PROVIDER REQUESTS A PERMIT OR INSPECTION, THE  
2 LOCAL GOVERNMENT SHALL GRANT OR DENY THE REQUEST WITHIN THE TIME FRAME  
3 THAT THE LOCAL GOVERNMENT HAS IN PLACE UNDER SECTION 9-835 OR 11-1605.

4 C. IF EMERGENCY RESPONSE WORK OR REPAIR BECOMES NECESSARY IN, ON,  
5 UNDER OR OVER ANY HIGHWAY, A VIDEO SERVICE PROVIDER MAY BEGIN THAT WORK OR  
6 REPAIR WITHOUT PRIOR APPROVAL FROM A LOCAL GOVERNMENT IF THE VIDEO SERVICE  
7 PROVIDER NOTIFIES THE LOCAL GOVERNMENT AS PROMPTLY AS REASONABLY POSSIBLE  
8 AFTER LEARNING THAT THE WORK OR REPAIR IS NECESSARY.

9 9-1442. Fees and charges; emergency alert; damage;  
10 undergrounding; wireless facilities; definition

11 A. EXCEPT THE LICENSE FEE ON GROSS REVENUE AUTHORIZED BY SECTION  
12 9-1443 AND TRANSACTION PRIVILEGE TAXES AS PROVIDED IN SUBSECTION B OF THIS  
13 SECTION, A LOCAL GOVERNMENT MAY NOT LEVY A TAX, RENT, FEE OR CHARGE,  
14 HOWEVER DENOMINATED, ON A VIDEO SERVICE PROVIDER FOR THE USE OF THE  
15 HIGHWAYS TO PROVIDE VIDEO SERVICE OR LEVY A TAX, FEE OR CHARGE ON THE  
16 PRIVILEGE OF ENGAGING IN THE BUSINESS OF PROVIDING VIDEO SERVICE IN THE  
17 SERVICE AREA. TAXES, RENTS, FEES AND CHARGES INCLUDE ALL OF THE  
18 FOLLOWING:

19 1. ACCESS CHANNEL SUPPORT EXCEPT FOR IN-KIND SERVICES, GOODS OR  
20 PAYMENTS AS PROVIDED IN SUBSECTION C OF THIS SECTION.

21 2. RENTAL, APPLICATION, CONSTRUCTION, PERMIT, INSPECTION,  
22 INCONVENIENCE AND OTHER FEES AND CHARGES RELATED TO A VIDEO SERVICE  
23 PROVIDER'S USE OF THE HIGHWAYS, INCLUDING THE USE AUTHORIZED BY SUBSECTION  
24 D OF THIS SECTION EXCEPT THAT A LOCAL GOVERNMENT MAY IMPOSE ON A VIDEO  
25 SERVICE PROVIDER SOME OR ALL OF THE FEES AND CHARGES DESCRIBED IN THIS  
26 PARAGRAPH. A VIDEO SERVICE PROVIDER SHALL OFFSET THE FEES AND CHARGES  
27 IMPOSED PURSUANT TO THIS PARAGRAPH AGAINST THE NEXT LICENSE FEE PAYMENT  
28 MADE PURSUANT TO SECTION 9-1443.

29 B. ANY TRANSACTION PRIVILEGE TAXES OTHERWISE AUTHORIZED BY LOCAL  
30 LAW TO BE LEVIED ON THE BUSINESS OF PROVIDING VIDEO SERVICE OR IN RELATION  
31 TO USE OF THE HIGHWAYS TO PROVIDE VIDEO SERVICE MAY BE LEVIED ON A VIDEO  
32 SERVICE PROVIDER IF THE TAXES ARE LEVIED ONLY ON GROSS REVENUE AND THE  
33 RATE OF THE TAXES IS SUBJECT TO THIS SUBSECTION. THIS SUBSECTION DOES NOT  
34 AUTHORIZE THE IMPOSITION OF TRANSACTION PRIVILEGE TAXES ON INTERSTATE  
35 TELECOMMUNICATIONS SERVICE. THE LICENSE FEE AND ANY TRANSACTION PRIVILEGE  
36 TAXES LEVIED ON GROSS REVENUE CONSTITUTE A FRANCHISE FEE WITHIN THE  
37 MEANING OF THE TERM IN 47 UNITED STATES CODE SECTION 542(g). THE TOTAL OF  
38 THE RATES OF THE LICENSE FEE AND OF ANY TRANSACTION PRIVILEGE TAXES ON  
39 GROSS REVENUE LEVIED OR ASSESSED BY A LOCAL GOVERNMENT FOR THE PRIVILEGE  
40 OF PROVIDING VIDEO SERVICE AND RELATED USE OF THE HIGHWAYS TO PROVIDE  
41 VIDEO SERVICE MAY NOT EXCEED A RATE OF FIVE PERCENT.

42 C. SUBSECTION A OF THIS SECTION DOES NOT PROHIBIT A LOCAL  
43 GOVERNMENT FROM LEVYING FEES AND CHARGES ON A VIDEO SERVICE PROVIDER OR  
44 ITS AFFILIATES PURSUANT TO SECTION 9-584 OR PURSUANT TO CHAPTER 5, ARTICLE

1 8 OF THIS TITLE OR TITLE 11, CHAPTER 13, ARTICLE 1 WITHOUT AN OFFSET  
2 AGAINST LICENSE FEES.

3 D. A LOCAL GOVERNMENT MAY NOT REQUIRE A VIDEO SERVICE PROVIDER TO  
4 PROVIDE IN-KIND GOODS OR SERVICES, MAKE IN-KIND PAYMENTS, ASSESSMENTS OR  
5 OBLIGATIONS OR PAY A FEE IN ADDITION TO THE MONETARY LICENSE FEE LEVIED OR  
6 ASSESSED AS PROVIDED IN SECTION 9-1443, EXCEPT FOR ANY OF THE FOLLOWING:

7 1. A LOCAL LAW MAY IMPOSE AND ENFORCE OBLIGATIONS EQUALLY AND  
8 UNIFORMLY ON ALL VIDEO SERVICE PROVIDERS THAT ARE OPERATING WITHIN THE  
9 BOUNDARIES OF A LOCAL GOVERNMENT AND ON ALL HOLDOVER CABLE OPERATORS THAT  
10 HOLD A LOCAL LICENSE THAT REMAINS IN EFFECT UNDER SECTION 9-1414,  
11 SUBSECTION A. UNDER THE LOCAL LAW, A LOCAL GOVERNMENT:

12 (a) MAY REQUIRE ALL VIDEO SERVICE PROVIDERS TO PROVIDE CHANNEL  
13 CAPACITY FOR THE VIDEO SERVICE PROVIDER TO TRANSMIT PROGRAMMING OVER WHICH  
14 THE VIDEO SERVICE PROVIDER EXERCISES NO EDITORIAL CONTROL EXCEPT AS  
15 AUTHORIZED BY 47 UNITED STATES CODE SECTION 531(e). THE CHANNEL CAPACITY  
16 SHALL BE LIMITED TO ONE OF THE FOLLOWING:

17 (i) NOT MORE THAN TWO CHANNELS OF PUBLIC, EDUCATIONAL OR  
18 GOVERNMENTAL ACCESS PROGRAMMING IN THE BASIC SERVICE TIER OF THE VIDEO  
19 SERVICE NETWORK AND NOT MORE THAN TWO CHANNELS OF NONCOMMERCIAL  
20 GOVERNMENTAL PROGRAMMING, AT LEAST ONE OF WHICH MAY BE PROGRAMMED BY THE  
21 FEDERAL GOVERNMENT, IN THE DIGITAL PROGRAMMING TIER OF THE VIDEO SERVICE  
22 NETWORK.

23 (ii) NOT MORE THAN TWO LINES OF ACCESS PROGRAMMING WITH EACH LINE  
24 OF PROGRAMMING CARRIED ON UP TO TWO STANDARD DEFINITION CHANNELS AND TWO  
25 SWITCHED DIGITAL HIGH-DEFINITION CHANNELS.

26 (b) SHALL SPECIFY THE PROGRAMMING AND THE VIDEO SERVICE PROVIDER  
27 MAY REQUIRE THAT THE CHANNELS REGULARLY DISPLAY AN UNOBTRUSIVE LOGO OR  
28 OTHER SUITABLE IDENTIFIER OF THE VIDEO SERVICE PROVIDER, IF THE LOCAL  
29 GOVERNMENT REQUIRES CHANNEL CAPACITY PURSUANT TO SUBDIVISION (a) OF THIS  
30 PARAGRAPH.

31 (c) MAY REQUIRE ALL VIDEO SERVICE PROVIDERS TO INCUR COSTS AND  
32 EXPENSES TO PROVIDE, MAINTAIN AND OPERATE FACILITIES AND EQUIPMENT OF THE  
33 VIDEO SERVICE NETWORK, INCLUDING FACILITIES AND EQUIPMENT FOR SIGNAL  
34 CARRIAGE, PROCESSING, REFORMATTING AND INTERCONNECTION FOR ALL OF THE  
35 FOLLOWING:

36 (i) TO CONNECT THE VIDEO SERVICE NETWORK OR CABLE SYSTEM, AS IT MAY  
37 BE RELOCATED FROM TIME TO TIME, TO TRANSMIT PROGRAMMING TO AND FROM  
38 EXISTING LOCATIONS OF PUBLIC, EDUCATIONAL OR GOVERNMENTAL ACCESS  
39 FACILITIES AND TO ALLOW MONITORING OF ACCESS PROGRAMMING AT THE  
40 FACILITIES.

41 (ii) TO TRANSMIT PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS  
42 CHANNELS TO SUBSCRIBERS WITH THE SAME PREVAILING QUALITY, FUNCTIONALITY  
43 AND IDENTIFICATION AS OTHER CHANNELS.

44 (d) MAY REQUIRE ALL VIDEO SERVICE PROVIDERS AND INCUMBENT CABLE  
45 OPERATORS TO PROVIDE AT NO INITIAL OR RECURRING CHARGE THE BASIC SERVICE

1 TIER OF VIDEO SERVICE TO ONE OUTLET AND ONE RECEIVING DEVICE AT EACH  
2 BUILDING OCCUPIED BY THE LOCAL GOVERNMENT IF THE BUILDING IS NOT MORE THAN  
3 TWO HUNDRED FEET FROM THE NEAREST TECHNICALLY AND COMMERCIALY FEASIBLE  
4 POINT OF CONNECTION ON THE VIDEO SERVICE NETWORK.

5 2. A LOCAL GOVERNMENT MAY RETAIN NONRECEIVING EQUIPMENT THAT IT  
6 OWNS WITHOUT CHARGE FOR THE EQUIPMENT'S USE AND AT THE LOCAL GOVERNMENT'S  
7 EXPENSE, INCLUDING EQUIPMENT PREVIOUSLY PROVIDED BY AN INCUMBENT CABLE  
8 OPERATOR.

9 E. A LOCAL LAW MAY NOT IMPOSE ANY OBLIGATION ON A VIDEO SERVICE  
10 PROVIDER UNDER SUBSECTION D OF THIS SECTION THAT IS MORE BURDENSOME THAN  
11 THE LEAST BURDENSOME REQUIREMENT UNDER ANY LOCAL LICENSE WITH A SERVICE  
12 AREA WITHIN THE BOUNDARIES OF THE LOCAL GOVERNMENT THAT WAS IN EFFECT ON  
13 FEBRUARY 1, 2019.

14 F. NONE OF THE ANNUAL FAIR MARKET VALUE OF ANY CHANNEL CAPACITY  
15 PROVIDED PURSUANT TO SUBSECTION D, PARAGRAPH 1, SUBDIVISION (a), THE  
16 ANNUAL COSTS AND EXPENSES INCURRED PURSUANT TO SUBSECTION D, PARAGRAPH 1,  
17 SUBDIVISION (c) AND THE ANNUAL FAIR MARKET VALUE OF BASIC SERVICE AND LINE  
18 EXTENSION PROVIDED PURSUANT TO SUBSECTION D, PARAGRAPH 1, SUBDIVISION (d)  
19 MAY BE OFFSET AGAINST THE LICENSE FEE LEVIED OR ASSESSED UNDER THIS  
20 SECTION.

21 G. NOTWITHSTANDING SUBSECTION A OF THIS SECTION, BY A  
22 NONDISCRIMINATORY LOCAL LAW THAT IMPOSES AND ENFORCES THE OBLIGATIONS  
23 EQUALLY AND UNIFORMLY ON ALL VIDEO SERVICE PROVIDERS OPERATING WITHIN THE  
24 BOUNDARIES OF A LOCAL GOVERNMENT, A LOCAL GOVERNMENT MAY REQUIRE THAT A  
25 VIDEO SERVICE PROVIDER BEAR ALL OF THE REASONABLE COSTS THAT ARE  
26 ASSOCIATED WITH REPAIR AND RESTORATION OF DAMAGE CAUSED TO PRIVATE  
27 PROPERTY OR HIGHWAYS BY THE REPAIR, REPLACEMENT, INSTALLATION,  
28 CONSTRUCTION, MAINTENANCE OR OPERATION OF THE VIDEO SERVICE PROVIDER'S  
29 FACILITIES IN THE HIGHWAYS AND THAT ARE IMPOSED ON A COMPETITIVELY NEUTRAL  
30 AND NONDISCRIMINATORY BASIS IN RELATION TO COSTS BORNE BY  
31 TELECOMMUNICATIONS CORPORATIONS UNDER SECTION 9-582, SUBSECTION C.

32 H. ON APPLICATION A LOCAL GOVERNMENT SHALL ISSUE TO A VIDEO SERVICE  
33 PROVIDER OR ITS AFFILIATE A PERMIT TO ATTACH ALLOWED WI-FI RADIO EQUIPMENT  
34 TO THE VIDEO SERVICE NETWORK IN THE HIGHWAYS WITHIN THE BOUNDARIES OF THE  
35 LOCAL GOVERNMENT. THE PERMIT SHALL ALLOW INSTALLATION, OPERATION AND  
36 MAINTENANCE OF ALLOWED WI-FI RADIO EQUIPMENT. A LOCAL GOVERNMENT MAY  
37 REQUIRE THAT ALL OF THE ALLOWED WI-FI RADIO EQUIPMENT AT A SINGLE LOCATION  
38 FIT WITHIN A FIFTEEN-INCH CUBE AND BE CONTAINED ENTIRELY WITHIN A  
39 GROUND-MOUNTED PEDESTAL OR BE CONNECTED DIRECTLY TO AND MOUNTED AT THE  
40 SAME HEIGHT AS ONE OF THE VIDEO SERVICE PROVIDER'S AERIAL HORIZONTAL  
41 CONDUCTORS. THIS SUBSECTION DOES NOT DO ANY OF THE FOLLOWING:

42 1. PROHIBIT A LOCAL GOVERNMENT FROM REQUIRING A VIDEO SERVICE  
43 PROVIDER TO PLACE UNDERGROUND AERIAL FACILITIES TO WHICH ALLOWED WI-FI  
44 EQUIPMENT IS ATTACHED.

1           2. PROHIBIT THE IMPOSITION OF A TAX, RENT, FEE OR CHARGE ON REVENUE  
2 FROM SERVICES PROVIDED THROUGH ALLOWED WI-FI RADIO EQUIPMENT.

3           3. AFFECT THE AUTHORITY OF A LOCAL GOVERNMENT TO MANAGE THE  
4 HIGHWAYS WITHIN ITS BOUNDARIES OR TO EXERCISE ITS POLICE POWERS, INCLUDING  
5 REVIEW AND APPROVAL OF AN APPLICATION BEFORE ISSUING A PERMIT.

6           4. AFFECT ANY AUTHORITY OF A POLITICAL SUBDIVISION, INCLUDING AN  
7 AGRICULTURAL IMPROVEMENT DISTRICT OR ANY OTHER SPECIAL TAXING DISTRICT,  
8 THE LOCAL GOVERNMENT OR ANY OTHER PERSON CONTROLLING UTILITY POLES IN THE  
9 HIGHWAYS TO DENY, LIMIT, RESTRICT OR DETERMINE THE TERMS AND CONDITIONS  
10 FOR THE USE OF OR ATTACHMENT TO THE UTILITY POLES OR ATTACHMENTS TO OTHER  
11 POLES OF THE POLITICAL SUBDIVISION, LOCAL GOVERNMENT OR OTHER PERSON BY A  
12 VIDEO SERVICE PROVIDER.

13           I. THIS SECTION DOES NOT PROHIBIT A VIDEO SERVICE PROVIDER FROM  
14 AGREEING WITH A LOCAL GOVERNMENT TO PROVIDE IN-KIND SERVICES OR GOODS OR  
15 MAKE IN-KIND PAYMENTS IN THE SERVICE AREA THAT ARE OTHERWISE PROHIBITED BY  
16 THIS SECTION IF THE AGREEMENT WITH THE LOCAL GOVERNMENT IS NOT ENTERED  
17 INTO AS A CONDITION OF OPERATING IN THE SERVICE AREA UNDER A UNIFORM VIDEO  
18 SERVICE LICENSE ISSUED PURSUANT TO THIS CHAPTER. THE AGREEMENT MAY  
19 AUTHORIZE THE VIDEO SERVICE PROVIDER TO RETAIN LICENSE FEES AND TAXES  
20 COLLECTED FROM ITS SUBSCRIBERS IN THE AMOUNT OF ANY OFFSET TO LICENSE FEES  
21 SPECIFIED IN THE AGREEMENT.

22           J. FOR THE PURPOSES OF THIS SECTION, "ALLOWED WI-FI RADIO  
23 EQUIPMENT" MEANS RADIO EQUIPMENT THAT USES ONLY UNLICENSED RADIO SPECTRUM  
24 AND THAT ENABLES WIRELESS COMMUNICATION WITH A COMMUNICATIONS NETWORK FOR  
25 UNLICENSED SERVICES SUCH AS WI-FI SERVICE.

26           9-1443. License fee; requirements, conditions and  
27 limitations; pass through to subscribers

28           A. FOR THE PRIVILEGE OF A VIDEO SERVICE PROVIDER TO OCCUPY OR USE,  
29 IN WHOLE OR IN PART, ANY HIGHWAY WITHIN THE BOUNDARIES OF A LOCAL  
30 GOVERNMENT TO PROVIDE VIDEO SERVICE THROUGH A VIDEO SERVICE NETWORK, THE  
31 LOCAL GOVERNMENT MAY REQUIRE A VIDEO SERVICE PROVIDER TO PAY A LICENSE FEE  
32 TO THE LOCAL GOVERNMENT BASED ON THE GROSS REVENUE THAT THE VIDEO SERVICE  
33 PROVIDER RECEIVES FROM ITS SUBSCRIBERS LOCATED WITHIN THE BOUNDARIES OF  
34 THE LOCAL GOVERNMENT. THE LICENSE FEE BOTH:

35           1. IS SUBJECT TO THE LIMIT PRESCRIBED IN SECTION 9-1442, SUBSECTION  
36 B AND TO OFFSET, INCLUDING AMOUNTS COLLECTED FROM SUBSCRIBERS, AS  
37 PRESCRIBED BY SECTION 9-1442, SUBSECTIONS A AND I AND SUBSECTION D OF THIS  
38 SECTION.

39           2. SHALL BE DUE NO MORE OFTEN THAN QUARTERLY.

40           B. IF THE LOCAL GOVERNMENT REQUIRES A LICENSE FEE PURSUANT TO  
41 SUBSECTION A OF THIS SECTION, THE LOCAL GOVERNMENT SHALL ADOPT A LOCAL LAW  
42 THAT IMPOSES THE LICENSE FEE EQUALLY AND UNIFORMLY ON ALL OF THE FOLLOWING  
43 THAT ARE OPERATING WITHIN THE BOUNDARIES OF THE LOCAL GOVERNMENT:

44           1. VIDEO SERVICE PROVIDERS.

45           2. HOLDOVER CABLE OPERATORS.

1 C. A VIDEO SERVICE PROVIDER SHALL PAY THE ENTIRE AMOUNT OF THE  
2 LICENSE FEE DIRECTLY TO THE LOCAL GOVERNMENT IN A CHECK, DRAFT OR NOTE OR  
3 AUTOMATED CLEARING HOUSE TRANSACTION THAT IS PAYABLE IN LEGAL TENDER AS  
4 DEFINED IN SECTION 43-1021.

5 D. A VIDEO SERVICE PROVIDER MAY DO ALL OF THE FOLLOWING:

6 1. PASS THE LICENSE FEE THROUGH TO AND COLLECT THE LICENSE FEE FROM  
7 ITS SUBSCRIBERS WITHIN THE BOUNDARIES OF THE LOCAL GOVERNMENT, INCLUDING  
8 FOR AN INCUMBENT CABLE OPERATOR ANY CHANGE IN LICENSE FEES THAT RESULTS  
9 FROM A CHANGE IN THE APPLICABLE DEFINITION OF GROSS REVENUE.

10 2. DESIGNATE THE AMOUNT OF THE LICENSE FEE COLLECTED FROM EACH  
11 SUBSCRIBER AS A SEPARATE LINE ITEM ON THE SUBSCRIBER'S BILL.

12 9-1444. Ownership of a video service network

13 A. A CITY OR TOWN MAY NOT ACQUIRE AN OWNERSHIP INTEREST IN A VIDEO  
14 SERVICE NETWORK UNLESS THE OWNERSHIP INTEREST IS ACQUIRED AT NOT LESS THAN  
15 FAIR MARKET VALUE.

16 B. EXCEPT FOR THE PURPOSES OF ACTING AS AN INTERMEDIARY IN A  
17 TRANSFER OF A UNIFORM VIDEO SERVICE LICENSE, A COUNTY MAY NOT OWN A VIDEO  
18 SERVICE NETWORK.

19 9-1445. Review and audit; bundling discounts; action to  
20 recover underpayment or overpayment

21 A. NOT MORE THAN ONCE EVERY THREE YEARS, A LOCAL GOVERNMENT MAY ON  
22 REASONABLE WRITTEN NOTICE AUDIT THE BUSINESS BOOKS AND RECORDS OF A VIDEO  
23 SERVICE PROVIDER TO THE EXTENT NECESSARY TO ENSURE PAYMENT OF LICENSE FEES  
24 PURSUANT TO THIS CHAPTER. THE LOCAL GOVERNMENT MAY NOT AUDIT ANY PERIOD  
25 THAT ENDS MORE THAN THREE YEARS BEFORE THE DATE THAT THE NOTICE OF AUDIT  
26 IS RECEIVED. ANY AUDITS OF A PERIOD OF TIME BEFORE ISSUANCE OF A UNIFORM  
27 VIDEO SERVICE LICENSE SHALL BE CONDUCTED PURSUANT TO THE LOCAL LAWS IN  
28 EFFECT DURING THE PERIOD OF TIME.

29 B. EXCEPT AS OTHERWISE PROVIDED BY FEDERAL LAW, IF A VIDEO SERVICE  
30 PROVIDER OFFERS VIDEO SERVICE BUNDLED WITH OTHER SERVICES THAT ARE NOT  
31 VIDEO SERVICE FOR A SINGLE DISCOUNTED PRICE, ALL OF THE FOLLOWING APPLY:

32 1. THE METHOD THAT THE VIDEO SERVICE PROVIDER USES TO DETERMINE  
33 GROSS REVENUE SUBJECT TO LICENSE FEES BY ALLOCATING THE SINGLE DISCOUNTED  
34 PRICE AMONG THE BUNDLE OF VIDEO SERVICE AND NONVIDEO SERVICES SHALL BE  
35 REASONABLE AND SUPPORTED BY THE VIDEO SERVICE PROVIDER'S BOOKS AND  
36 RECORDS.

37 2. THE LOCAL GOVERNMENT SHALL ACCEPT AS REASONABLE, FOR PURPOSES OF  
38 MEETING THE VIDEO SERVICE PROVIDER'S BURDEN OF PROOF, AN ALLOCATION BASED  
39 ON AN OBJECTIVE AND VERIFIABLE METHOD USING THE BOOKS AND RECORDS THAT THE  
40 VIDEO SERVICE PROVIDER KEPT IN THE REGULAR COURSE OF BUSINESS FOR OTHER  
41 PURPOSES, INCLUDING NONTAX PURPOSES.

42 3. A VIDEO SERVICE PROVIDER MAY NOT USE BUNDLED OFFERINGS AS A  
43 MEANS TO EVADE PAYING LICENSE FEES.

44 C. THE LOCAL GOVERNMENT AND THE VIDEO SERVICE PROVIDER SHALL EACH  
45 PAY ITS OWN COSTS AND FEES RELATING TO EACH AUDIT PERFORMED PURSUANT TO

1 SUBSECTION A OF THIS SECTION. IF THE SUM DETERMINED TO BE UNDERPAID  
2 EXCEEDS FIVE PERCENT OF THE TOTAL FEES THAT THE AUDIT DETERMINES SHOULD  
3 HAVE BEEN PAID FOR THE PERIOD, THE VIDEO SERVICE PROVIDER SHALL PAY THE  
4 LOCAL GOVERNMENT'S REASONABLE COSTS OF THE AUDIT.

5 D. THE RATE OF INTEREST FOR BOTH UNDERPAYMENTS AND OVERPAYMENTS IS  
6 THE FEDERAL SHORT-TERM RATE DETERMINED PURSUANT TO 26 UNITED STATES CODE  
7 SECTION 6621(b), PLUS THREE PERCENTAGE POINTS.

8 E. A PERSON THAT PERFORMS A REVIEW AND AUDIT UNDER SUBSECTION A OF  
9 THIS SECTION MAY NOT RECEIVE COMPENSATION THAT IS BASED, IN WHOLE OR IN  
10 PART, ON EITHER OF THE FOLLOWING:

11 1. FINDING A PARTICULAR RESULT.

12 2. THE AMOUNT OF ANY UNDERPAYMENT OR OVERPAYMENT OF THE LICENSE FEE  
13 THAT IS IDENTIFIED BECAUSE OF THE REVIEW AND AUDIT.

14 F. A COMPLAINT BY A LOCAL GOVERNMENT FOR UNDERPAYMENT OF A LICENSE  
15 FEE FROM A VIDEO SERVICE PROVIDER OR BY A VIDEO SERVICE PROVIDER FOR  
16 OVERPAYMENT OF A LICENSE FEE TO A LOCAL GOVERNMENT SHALL BE MADE PURSUANT  
17 TO ARTICLE 5 OF THIS CHAPTER.

18 G. A COMPLAINT FOR A VIOLATION OF THE LICENSE FEE OBLIGATIONS UNDER  
19 THIS CHAPTER MAY NOT BE MADE UNLESS A WRITTEN DEMAND BY A LOCAL GOVERNMENT  
20 FOR PAYMENT OF THE LICENSE FEES OR A WRITTEN DEMAND BY A VIDEO SERVICE  
21 PROVIDER FOR REFUND OF LICENSE FEES IS MADE WITHIN FOUR MONTHS AFTER THE  
22 LOCAL GOVERNMENT OR VIDEO SERVICE PROVIDER REALIZES IT HAS BEEN DAMAGED OR  
23 KNOWS OR REASONABLY SHOULD KNOW OF THE DAMAGE CAUSED BY THE ALLEGED  
24 VIOLATION.

25 H. A COMPLAINT MUST BE FILED PURSUANT TO ARTICLE 5 OF THIS CHAPTER  
26 WITHIN TWO YEARS AFTER THE WRITTEN DEMAND IS MADE PURSUANT TO THIS  
27 SUBSECTION BUT NOT SOONER THAN FOUR MONTHS AFTER THE WRITTEN DEMAND.

28 ARTICLE 5. ENFORCEMENT

29 9-1451. Enforcement; office of administrative hearings; fees;  
30 fund

31 A. A LOCAL GOVERNMENT MAY FILE A WRITTEN COMPLAINT AGAINST A VIDEO  
32 SERVICE PROVIDER AND A VIDEO SERVICE PROVIDER MAY FILE A WRITTEN COMPLAINT  
33 AGAINST A LOCAL GOVERNMENT ALLEGING A VIOLATION OF THIS CHAPTER OR THE  
34 UNIFORM VIDEO SERVICE LICENSE AGREEMENT. UNLESS OTHERWISE PROVIDED IN  
35 SECTION 9-1445, SUBSECTIONS F, G AND H OR THIS SECTION:

36 1. ALL COMPLAINTS MUST BE FILED WITH THE OFFICE OF ADMINISTRATIVE  
37 HEARINGS.

38 2. THE COMPLAINANT MUST SERVE A COPY OF THE COMPLAINT ON THE PARTY  
39 THAT IS THE SUBJECT OF THE COMPLAINT BY PERSONAL DELIVERY OR CERTIFIED  
40 MAIL, RETURN RECEIPT REQUESTED, OR BY ANY OTHER METHOD REASONABLY  
41 CALCULATED TO EFFECT ACTUAL NOTICE TO THE LOCAL GOVERNMENT'S LAST ADDRESS  
42 OF RECORD FOR THE PARTY THAT IS THE SUBJECT OF THE COMPLAINT.

43 3. THE PARTY THAT IS THE SUBJECT OF THE COMPLAINT MAY FILE A  
44 RESPONSE TO THE COMPLAINT WITH THE OFFICE OF ADMINISTRATIVE HEARINGS  
45 WITHIN TWENTY DAYS AFTER SERVICE PURSUANT TO PARAGRAPH 2 OF THIS

1 SUBSECTION. RESPONSES SHALL BE SERVED PURSUANT TO PARAGRAPH 2 OF THIS  
2 SUBSECTION.

3 B. BEFORE FILING A COMPLAINT PURSUANT TO THIS SECTION ALL OF THE  
4 FOLLOWING APPLY:

5 1. THE COMPLAINANT MUST PROVIDE NOTICE OF THE ALLEGED VIOLATION OF  
6 THIS CHAPTER TO THE PARTY THAT IS THE SUBJECT OF THE COMPLAINT.

7 2. THE PARTY THAT IS THE SUBJECT OF THE COMPLAINT MUST HAVE A  
8 PERIOD OF NOT LESS THAN TWENTY DAYS AFTER THE DATE IT RECEIVES THE NOTICE  
9 TO RESOLVE THE ALLEGED VIOLATION.

10 C. A HEARING BEFORE THE OFFICE OF ADMINISTRATIVE HEARINGS SHALL BE  
11 HELD IF A COMPLAINT THAT COMPLIES WITH THIS SECTION IS FILED WITH THE  
12 OFFICE OF ADMINISTRATIVE HEARINGS. UNLESS OTHER DEADLINES ARE ESTABLISHED  
13 FOR A PARTICULAR COMPLAINT, ALL OF THE FOLLOWING APPLY:

14 1. THE HEARING SHALL BE HELD WITHIN TWO MONTHS AFTER THE DATE THAT  
15 THE COMPLAINT IS FILED AND SERVICE IS COMPLETED PURSUANT TO SUBSECTION A  
16 OF THIS SECTION.

17 2. THE DATE SCHEDULED FOR THE HEARING MAY BE ADVANCED OR DELAYED ON  
18 THE AGREEMENT OF THE PARTIES OR ON A SHOWING OF GOOD CAUSE.

19 D. THE OFFICE OF ADMINISTRATIVE HEARINGS SHALL PREPARE AND SERVE A  
20 NOTICE OF HEARING ON ALL PARTIES AT LEAST ONE MONTH BEFORE THE HEARING  
21 THAT STATES THE TIME AND PLACE OF THE HEARING.

22 E. A PREHEARING CONFERENCE MAY BE HELD PURSUANT TO SECTION  
23 41-1092.05.

24 F. UNLESS IT CONFLICTS WITH THE REQUIREMENTS OF THIS SECTION, THE  
25 HEARING SHALL BE CONDUCTED PURSUANT TO SECTION 41-1092.07.

26 G. THE COMPLAINANT HAS THE BURDEN OF PERSUASION AT A HEARING UNDER  
27 THIS SECTION.

28 H. THE DECISION OF THE ADMINISTRATIVE LAW JUDGE IS THE FINAL  
29 ADMINISTRATIVE DECISION WITH RESPECT TO THE COMPLAINT. THE OFFICE OF  
30 ADMINISTRATIVE HEARINGS SHALL SERVE A COPY OF THE ADMINISTRATIVE LAW  
31 JUDGE'S DECISION ON ALL PARTIES. THE FINAL ADMINISTRATIVE DECISION MAY BE  
32 APPEALED TO THE SUPERIOR COURT PURSUANT TO TITLE 12, CHAPTER 7, ARTICLE 6.  
33 NOTWITHSTANDING SECTION 12-910, THE SUPERIOR COURT PROCEEDING SHALL BE A  
34 TRIAL DE NOVO.

35 I. A PARTY MAY MOVE FOR REHEARING PURSUANT TO SECTION 41-1092.09  
36 AND THE OFFICE OF ADMINISTRATIVE HEARINGS SHALL RULE ON THE MOTION. MOVING  
37 FOR REHEARING OR REVIEW IS NOT NECESSARY FOR THE PARTY TO SEEK JUDICIAL  
38 REVIEW OF THE DECISION OF THE ADMINISTRATIVE LAW JUDGE UNDER SUBSECTION H  
39 OF THIS SECTION.

40 J. SERVICE IS COMPLETE ON PERSONAL SERVICE OR FIVE DAYS AFTER THE  
41 DATE THAT THE OFFICE OF ADMINISTRATIVE HEARINGS MAILES THE FINAL  
42 ADMINISTRATIVE DECISION TO EACH PARTY'S LAST KNOWN ADDRESS OF RECORD WITH  
43 THE LOCAL GOVERNMENT.

44 K. THE OFFICE OF ADMINISTRATIVE HEARINGS SHALL ADOPT RULES PURSUANT  
45 TO TITLE 41, CHAPTER 6 TO ADMINISTER HEARINGS UNDER THIS CHAPTER.



1 L. THE OFFICE OF ADMINISTRATIVE HEARINGS SHALL ESTABLISH,  
2 ADMINISTER AND COLLECT FEES IN AN AMOUNT TO BE DETERMINED BY THE DIRECTOR  
3 OF THE OFFICE OF ADMINISTRATIVE HEARINGS. THE DIRECTOR SHALL DEPOSIT,  
4 PURSUANT TO SECTIONS 35-146 AND 35-147, ALL MONIES IN THE VIDEO SERVICE  
5 PROVIDER COMPLAINT FUND ESTABLISHED BY SUBSECTION M OF THIS SECTION.

6 M. THE VIDEO SERVICE PROVIDER COMPLAINT FUND IS ESTABLISHED  
7 CONSISTING OF MONIES COLLECTED PURSUANT TO SUBSECTION L OF THIS SECTION.  
8 THE OFFICE OF ADMINISTRATIVE HEARINGS SHALL ADMINISTER THE FUND. MONIES  
9 IN THE FUND ARE CONTINUOUSLY APPROPRIATED. THE OFFICE OF ADMINISTRATIVE  
10 HEARINGS SHALL USE THE MONIES IN THE FUND FOR THE PURPOSE OF ADMINISTERING  
11 THE DUTIES SPECIFIED IN THIS ARTICLE.

12 9-1452. Statute of limitations; costs and attorney fees;  
13 federal subscriber service requirements

14 A. EXCEPT AS PROVIDED IN SECTION 9-1445, SUBSECTIONS F, G AND H, A  
15 COMPLAINT UNDER THIS ARTICLE MUST BE FILED WITHIN TWO YEARS AFTER THE  
16 COMPLAINANT REALIZES IT HAS BEEN DAMAGED AND KNOWS OR REASONABLY SHOULD  
17 KNOW THE CAUSE, SOURCE, ACT, EVENT, INSTRUMENTALITY OR CONDITION THAT  
18 CAUSED OR CONTRIBUTED TO THE ALLEGED VIOLATION.

19 B. EACH PARTY TO A DISPUTE UNDER THIS CHAPTER SHALL BEAR ITS OWN  
20 ATTORNEY FEES AND COSTS.

21 C. THIS ARTICLE DOES NOT APPLY TO CLAIMS THAT A VIDEO SERVICE  
22 PROVIDER HAS FAILED TO MEET SUBSCRIBER SERVICE STANDARDS PRESCRIBED BY  
23 SECTION 9-1433, SUBSECTION B, PARAGRAPH 5 OR HAS VIOLATED TITLE 44,  
24 CHAPTER 10, ARTICLE 7. CLAIMS OF VIOLATIONS OF FEDERAL SUBSCRIBER SERVICE  
25 STANDARDS SHALL BE MADE PURSUANT TO THE PROCEDURE ESTABLISHED UNDER  
26 FEDERAL LAW.

27 Sec. 2. Section 41-1092.01, Arizona Revised Statutes, is amended to  
28 read:

29 41-1092.01. Office of administrative hearings; director;  
30 powers and duties; fund

31 A. An office of administrative hearings is established.

32 B. The governor shall appoint the director pursuant to section  
33 38-211. At a minimum, the director shall have the experience necessary for  
34 appointment as an administrative law judge. The director also shall  
35 possess supervisory, management and administrative skills, as well as  
36 knowledge and experience relating to administrative law.

37 C. The director shall:

38 1. Serve as the chief administrative law judge of the office.

39 2. Make and execute the contracts and other instruments that are  
40 necessary to perform the director's duties.

41 3. Subject to chapter 4, article 4 of this title, hire employees,  
42 including full-time administrative law judges, and contract for special  
43 services, including temporary administrative law judges, that are  
44 necessary to carry out this article. An administrative law judge employed  
45 or contracted by the office shall have graduated from an accredited

1 college of law or shall have at least two years of administrative or  
2 managerial experience in the subject matter or agency section the  
3 administrative law judge is assigned to in the office.

4 4. Make rules that are necessary to carry out this article,  
5 including rules governing ex parte communications in contested cases.

6 5. Submit a report to the governor, speaker of the house of  
7 representatives and president of the senate by November 1 of each year  
8 describing the activities and accomplishments of the office. The  
9 director's annual report shall include a summary of the extent and effect  
10 of agencies' utilization of administrative law judges, court reporters and  
11 other personnel in proceedings under this article and recommendations for  
12 changes or improvements in the administrative procedure act or any  
13 agency's practice or policy with respect to the administrative procedure  
14 act.

15 6. Secure, compile and maintain all decisions, opinions or reports  
16 of administrative law judges issued pursuant to this article and the  
17 reference materials and supporting information that may be appropriate.

18 7. Develop, implement and maintain a program for the continuing  
19 training and education of administrative law judges and agencies in regard  
20 to their responsibilities under this article. The program shall require  
21 that an administrative law judge receive training in the technical and  
22 subject matter areas of the sections to which the administrative law judge  
23 is assigned.

24 8. Develop, implement and maintain a program of evaluation to aid  
25 the director in the evaluation of administrative law judges appointed  
26 pursuant to this article that includes comments received from the public.

27 9. Annually report the following to the governor, the president of  
28 the senate and the speaker of the house of representatives by December 1  
29 for the prior fiscal year:

30 (a) The number of administrative law judge decisions rejected or  
31 modified by agency heads.

32 (b) By category, the number and disposition of motions filed  
33 pursuant to section 41-1092.07, subsection A to disqualify office  
34 administrative law judges for bias, prejudice, personal interest or lack  
35 of expertise.

36 (c) By agency, the number and type of violations of section  
37 41-1009.

38 10. Schedule hearings pursuant to section 41-1092.05 upon the  
39 request of an agency or the filing of a notice of appeal pursuant to  
40 section 41-1092.03.

41 D. The director shall not require legal representation to appear  
42 before an administrative law judge.

43 E. Except as provided in subsection F of this section, all state  
44 agencies supported by state general fund sources, unless exempted by this  
45 article, and the registrar of contractors shall use the services and

1 personnel of the office to conduct administrative hearings. All other  
2 agencies shall contract for services and personnel of the office to  
3 conduct administrative hearings.

4 F. An agency head, board or commission that directly conducts an  
5 administrative hearing as an administrative law judge is not required to  
6 use the services and personnel of the office for that hearing.

7 G. Each state agency, and each political subdivision contracting  
8 for office services pursuant to subsection I of this section, shall make  
9 its facilities available, as necessary, for use by the office in  
10 conducting proceedings pursuant to this article.

11 H. The office shall employ full-time administrative law judges to  
12 conduct hearings required by this article or other laws as follows:

13 1. The director shall assign administrative law judges from the  
14 office to an agency, on either a temporary or a permanent basis, at  
15 supervisory or other levels, to preside over contested cases and  
16 appealable agency actions in accordance with the special expertise of the  
17 administrative law judge in the subject matter of the agency.

18 2. The director shall establish the subject matter and agency  
19 sections within the office that are necessary to carry out this  
20 article. Each subject matter and agency section shall provide training in  
21 the technical and subject matter areas of the section as prescribed in  
22 subsection C, paragraph 7 of this section.

23 I. If the office cannot furnish an office administrative law judge  
24 promptly in response to an agency request, the director may contract with  
25 qualified individuals to serve as temporary administrative law  
26 judges. These temporary administrative law judges are not employees of  
27 this state.

28 J. The office may provide administrative law judges on a contract  
29 basis to any governmental entity to conduct any hearing not covered by  
30 this article. The director may enter into contracts with political  
31 subdivisions of this state, and these political subdivisions may contract  
32 with the director for the purpose of providing administrative law judges  
33 and reporters for administrative proceedings or informal dispute  
34 resolution. The contract may define the scope of the administrative law  
35 judge's duties. Those duties may include the preparation of findings,  
36 conclusions, decisions or recommended decisions or a recommendation for  
37 action by the political subdivision. For these services, the director  
38 shall request payment for services directly from the political subdivision  
39 for which the services are performed, and the director may accept payment  
40 on either an advance or reimbursable basis.

41 K. The office shall apply monies received pursuant to subsections E  
42 and J of this section to offset its actual costs for providing personnel  
43 and services.

1 L. THE OFFICE SHALL RECEIVE COMPLAINTS AGAINST A LOCAL GOVERNMENT  
2 OR VIDEO SERVICE PROVIDER AS DEFINED IN SECTION 9-1401 AND SHALL COMPLY  
3 WITH THE DUTIES IMPOSED ON THE OFFICE PURSUANT TO TITLE 9, CHAPTER 13.

4 Sec. 3. Legislative findings

5 Pursuant to section 41-1107, Arizona Revised Statutes, the  
6 legislature has determined that it is reasonable and necessary to promote  
7 a matter of statewide concern by regulating the licensure and provision of  
8 video service to promote all of the following:

9 1. Provision of competitive video, telecommunications and  
10 information service throughout this state.

11 2. More uniform regulation of competitive video service throughout  
12 this state.

13 3. Streamlined licensing by local governments and more uniform  
14 terms and conditions for video service providers that use highways to  
15 provide video and other services over video service networks.

16 4. Continued management of local governments' use of their highways  
17 with reasonable burdens on construction and maintenance across boundaries  
18 between local governments for video service providers to use highways.

19 5. Continued levying of license fees by local governments on  
20 subscriber service revenues derived from operating video service networks  
21 to provide video service.

22 6. Support for federal subscriber service standards.

APPROVED BY THE GOVERNOR MAY 16, 2018.

FILED IN THE OFFICE OF THE SECRETARY OF STATE MAY 16, 2018.

## Ordinance No. 679-19

**AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE TOWN OF FLORENCE CODE OF ORDINANCES BY AMENDING CHAPTER 118, CABLE COMMUNICATIONS, TO COMPLY WITH ARIZONA STATE LAW REQUIRING THE USE OF A UNIFORM VIDEO SERVICE LINES AGREEMENT EFFECTIVE JULY 1, 2019; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES AND PROVIDING FOR SEVERABILITY.**

**WHEREAS**, Arizona Senate Bill 1140, passed into law in 2018, declared Video Service Provider licensing a matter of statewide concern and mandated local authority to adopt the new Arizona Uniform Video Service License Agreement form for Video Service Providers by July 1, 2019.

**NOW, THEREFORE, BE IT ORDAINED**, that the Florence Town Code, Chapter 118, Section 118.01, 118.02 and 118.03 Cable Communications is hereby amended as follows:

### **§ 118.01 TITLE.**

This chapter is known and may be cited as the “Cable Communications Ordinance Uniform Cable Code.”

### **§ 118.02 INTENT AND PURPOSES.**

It is the intent of this chapter to provide for the regulation and control of cable television systems operating within the town by the Council, and, in the public interest: to promote the public health, safety and general welfare by providing for the grant of one or more licenses for the construction and operation of a cable system; to provide for the regulation of each cable system by the town; ~~to provide for the payment of fees and other valuable consideration by a licensee to the town for the privilege of~~ to provide for use of the public rights-of-way, and other public places for constructing and operating a cable system; to promote the widespread availability of high-quality cable communications services to town residents and businesses, including to those who reside in multi-family or multi-use buildings and in rural areas; to encourage the development of cable as a means of communication between and among the members of the public and public institutions; to encourage the provision of diverse information to the community over cable, and to minimize disruptions of the public domain for installation and maintenance.

### **§ 118.03 DEFINITIONS.**

~~—For the purpose of this chapter, the following definitions shall apply unless the context indicates or requires a different meaning. Words not defined are given their meaning in Section 602 of the Cable Act, 47 U.S.C. Subsection 522, and, if none, their common and ordinary meaning.~~

A cable television license granted on or before December 31, 2019, the terms, phrases, words, abbreviations, and their derivations shall have the meaning given in Town of Florence Ordinance No. 343-04, passed 6-21-2004 and Ordinance. 366-05, passed 3-7-2005 and Section 118.03, as amended for Video Service License granted on or after July 1, 2020, the words terms, phrases, abbreviations, and their derivation shall have the same meaning ascribed in A.R.S. §9-1401, and amended and this Section, as amended.

**ACCESS CHANNEL.** One or more channels dedicated in whole or in part for local noncommercial programming which is set aside for educational and governmental use, without a charge by the licensee for channel usage and which is originated by the cable company, provided that such access programming shall not include:

- (1) The retransmission of local television broadcast signals; or
- (2) Programming produced by persons unaffiliated with the cable company under the provisions of Section 612 of the Cable Act.

**APPLICANT.** Any person or organization that applies for a license.

**APPLICATION.** A proposal to construct and operate a cable system within the town, transfer a license, renew a license, or modify a license. An **APPLICATION** includes the initial proposal plus all subsequent amendments or supplements to the proposal and relevant correspondence.

**BASIC CABLE SERVICE** or **BASIC SERVICE.** Any service tier which includes the retransmission of local television broadcast signals.

**CABLE ACT.** The Cable Act of 1934, the Cable Communications Policy Act of 1984, 47 U.S.C. § 521 *et seq.*, as amended, the 1992 Cable Act, and the Telecommunications Act of 1996 ("1996 Act") as amended.

**CABLE SERVICE.** The one-way transmission of video or other programming service to subscribers and any subscriber interaction required for the selection or use of such video programming or other service.

**CABLE SYSTEM.** Unless otherwise defined in the license agreement, a facility, consisting of a set of open and closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide a cable communications service which includes, but is not limited to, video programming, information services, and communications which is provided to business and residential subscribers within the town. This term does not include:

- (1) A facility that serves only to retransmit the television signals of one or more television broadcast stations;
- (2) A facility of a common carrier that is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, Subsection 201, *et seq.*, except that the facility will be considered a cable system to the extent that it is used in the transmission of video programming directly to subscribers, unless the extent of such use is solely to provide interactive on-demand services;

(3) Any facilities of any electric utility used solely for operating its electric utility systems. If any provider operates or maintains connection to such an unlicensed system, this system is not exempt from the provisions of the agreement and must either be licensed or the connection shall cease.

**COMPLAINT.** A subscriber or citizen issue presented in verbal or written form, to the licensee or the town relating to any aspect of the licensee's performance under this chapter.

**CONTROL OF A LICENSEE OR APPLICANT.** The legal or practical ability to direct the affairs of the licensee or applicant either directly or indirectly, whether by contractual agreement or majority ownership of an economic interest. In the case of a limited partnership, a change in limited partner interests shall not constitute a change in control where the limited partners have no power to participate in the management of the partnership, and the general partner retains full power.

**COUNCIL.** The present governing body of the town or any future Council constituting the legislative body of the town.

**DENSITY.** The number of potential subscriber households or businesses per mile of cable system.

**DWELLING UNITS AND BUSINESSES.** Shall be counted when they are within 250 feet of any portion of the cable distribution system including trunk and feeder cable lines.

**DWELLING OR OCCUPIED UNIT.** Any separate and distinct structure or part thereof which exists in finished form, occupied or capable of year-round occupation, and serves as a residence to one or more persons, or place or business. Included in this definition, but not limited to this definition are: all single-family homes, each apartment or multi-family unit, each condominium unit, patio homes, guest quarters and similar type structures, and occupied commercial and industrial businesses.

**EDUCATIONAL INSTITUTION.** Any public educational institution, which is accredited by a nationally recognized organization, including local primary and secondary schools, colleges and universities.

**EG ACCESS CHANNEL or EG CHANNEL.** Any channel set aside for use by an educational institution or government agency use without a charge by the licensee for channel usage.

**FAIR MARKET VALUE.** The price that a willing buyer would pay to a willing seller for a going concern based on the system valuation prevailing in the industry at the time but with no value allocated to the license itself.

**FCC.** The Federal Communications Commission.

**GOVERNMENT AGENCY.** Any state, local, regional or special government agency with a physical presence within the town.

**GROSS REVENUES.**

(1) Unless defined in the license agreement, shall mean all cash, credits, property of any kind or nature, or other consideration, less related bad debts up to a maximum of 1.5% annually of such cash, credits and property, received directly or indirectly by a licensee, its affiliates, subsidiaries, parent and any person, firm or corporation in which a licensee has a financial interest or which has a financial interest in a licensee, arising from or attributable to the licensee's operation of its cable television system within the town, including, but not limited to:

(a) Revenue from all charges for services provided to subscribers;

(b) Revenue for all charges for the insertion of commercial advertising upon the cable system;

(c) Revenue from all charges for the leased use of studios;

(d) Revenue from all charges for the installation, removal, connection and reinstatement of equipment necessary for a subscriber to receive cable service;

(e) Revenue from the sale, exchange, use or cablecast of any programming developed for community use or institutional users.

(f) Revenue from all charges for the use of or lease of leased access channels or band width.

(g) Revenue from the production or transmission over the cable system of video programming by licensee including programming produced by its mobile facilities.

(h) Any other income derived from the cable system as permitted by law.

(2) Shall not include taxes collected by licensee on behalf of any governmental authority; any surcharges for underground conversion of cable plant costs; any increase in the value of any stock, security or asset; the value of complimentary services provided to licensee's employees and is required by this chapter or any license; and dividends or other distributions made in respect of any stock or securities, or value received by a licensee or any of its affiliates, subsidiaries or parent relating to licensee services or through cooperative advertising.

(3) (a) Shall not include cash, credit, property of any kind or nature or other consideration received by a licensee's affiliates, subsidiaries, parent or any person, firm or corporation ("affiliate") in which a licensee has a financial interest or which has financial interest in a licensee for any sales of advertising on the cable system, services to provide programming on the cable system, production services and/or telecommunication services which are cable services when such services are provided by an affiliate, which has all the following characteristics: the affiliate is a separate legal entity, with separate employees, with separate financial records (which may be part of consolidated financial reporting records) and a separate mission; it makes payments to licensee which meet market standards for the services and industries involved, even if it does not offer and provide its services to persons other than licensee in the same industry as licensee; and it was established for valid business purposes and not with the intent and purpose of circumventing payment of license fees on gross revenues. Nothing contained in this exclusion from gross revenues shall be interpreted to exclude from gross revenues such



cash, credit, property of any kind or nature or other consideration which would be considered the licensee's gross revenues derived from the operation of the cable system under the Cable Act. Except for gross revenue from such sales of advertising on the cable system, services to provide programming on the cable system, production services or telecommunication services which are cable services received by such affiliate, this subsection shall not exclude from gross revenues any source of gross revenues which an existing licensee itself is receiving at the time it is granted a license under this chapter.

(b) When a licensee (or an affiliate) holds one or more other cable television licenses in the county and receives and allocates gross revenues from subsections (1)(b), (f) and (g), then **GROSS REVENUES** derived from subsections (1)(b), (f) and (g) shall be allocated pro rata to the town based on the ratio of the number of subscribers of licensee (or an affiliate), in the town to the number of subscribers of licensee (or an affiliate) in all the jurisdictions in the county, in which licensee (or an affiliate) holds a cable license. If a licensee does not allocate its gross revenues derived from subsections (1)(b), (f) and (g) from such other jurisdictions then the number of subscribers in such jurisdictions shall not be included in the total number of subscribers in all other jurisdictions.

**INSTITUTIONAL SERVICES.** Video, audio, data and other transmission services provided by a licensee to institutional users on an individual application, private channel basis, including, two-way video, audio or digital signals among institutions, or from institutions to residential subscribers.

**INSTITUTIONAL USER.** Includes any private, governmental, or academic organization or facility including but not limited to schools, business, industry, correctional facilities or other organized body promoting or organized for some purpose.

**LEASED ACCESS CHANNEL.** A channel designated in accordance with Section 612 of the Cable Act, for commercial use by persons unaffiliated with the licensee.

**LICENSE.** The right granted by the town, as described in this chapter, to a licensee to construct, maintain and operate a cable system over, on, or under streets, roads and all other public ways, easements, public places and rights-of-way within all or specified areas of the town. The term does not include any license or permit that may be required by this chapter or other laws, ordinances, or regulations of the town for the privilege of transacting and carrying on a business within the town or for disturbing the surface of any street or public thoroughfare.

**LICENSE AGREEMENT.** A contract entered into in accordance with the provisions of this chapter between the town and a licensee that sets forth the terms and conditions under which the license will be exercised.

**LICENSE FEE.** The fee based on the gross revenue derived from operating and use of public rights-of-way and for operating a cable communications system within the limits of the town. The licensee shall pay the town a fee no less than the percent of the licensee's gross revenues from all sources attributable to operations of the licensee within its license area during the period of its license. The percentage is described in later in this chapter.

**LICENSEE.** Any person or company granted a license under this chapter, and includes any transferee, successor or assignee of the person or company.

**MALFUNCTION.** An equipment or facility failure that results in the loss of satisfactory service on one or more channels.

(1) **MINOR MALFUNCTION.** An equipment or facility failure that results in the loss of a viewable signal on up to four channels.

(2) **MAJOR MALFUNCTION.** Has occurred when five or more channels are affected.

**OUTAGE.** An equipment or facility failure that results in a total loss of signal on all cable channels affecting three or more subscribers within one linear mile during any 120-minute period.

**OVERBUILD.** A cable system constructed to serve any subscribers served by an existing cable system.

**SERVICE CALL.** Results when service problems occur relating to:

(1) A total loss of or degraded signal or picture on one or more channels or services;  
or

(2) Property damage by licensee employees or authorized contractors.

**STANDARD DROP.** Cable connection which requires no more than a 125-foot drop measured from the nearest point of subscriber's home or place of business to the nearest active tap on the cable system, involving only one outlet and standard materials and does not involve a wallfish. In addition, a **STANDARD DROP** shall exclude custom installation work including specific subscriber requested work that requires nonstandard inventory or cable routing that requires construction methods exceeding reasonable underground or aerial work.

**SUBSCRIBER.** Any person, business or entity who legally receives any cable service provided by a cable system but does not include persons who receive not more than two channels of noncommercial closed circuit video service which is not made available to the general public.

**TOWN.** The Town of Florence, a municipal corporation of the State of Arizona, in its current and future boundaries as increased or decreased by law. Unless otherwise clear from the context, where the term **TOWN** is used in this chapter, it means the Town Manager. However, where legislative approval of an activity is specifically required under this chapter, **TOWN** means the Town Manager subject to the approval of the Town Council.

**TOWN MANAGER.** The Chief Executive Officer of the town or designee.

**TWO-WAY CAPABILITY.** The incorporation in a cable system of all appropriate design and engineering characteristics so that two-way transmission, including addressability, over the system can be implemented with a minimum of expense.

**USER.** A person utilizing a cable system's facilities for purposes of transmission of material or information to subscribers or others.

**PASSED AND ADOPTED** by the Mayor and Council of the Town of Florence, Arizona, this 1<sup>st</sup> day of July 2019.


\_\_\_\_\_  
Tara Walter, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Lisa Garcia, Town Clerk

\_\_\_\_\_  
Clifford L. Mattice, Town Attorney

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u> 11b.</b>
<b>MEETING DATE:</b> July 1, 2019  <b>DEPARTMENT:</b> Administration  <b>STAFF PRESENTER:</b> Jennifer Evans, Management Analyst  <b>SUBJECT:</b> Resolution No. 1705-19: Authorizing the submission of a grant application for the use of FY2019 Community Development Block Grant Regional Account/State Special Project Funds		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input checked="" type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> <b>Regulatory</b> <input type="checkbox"/> <b>1<sup>st</sup> Reading</b> <input type="checkbox"/> <b>2<sup>nd</sup> Reading</b> <input type="checkbox"/> <b>Other</b>
<b>STRATEGIC PLAN REFERENCE:</b> <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:**

Motion to approve Resolution No. 1705-19: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AUTHORIZING THE SUBMISSION OF APPLICATION(S) FOR FISCAL YEAR 2019 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.

**BACKGROUND/DISCUSSION:**

The Town is eligible to apply for \$91,000 in funds from the Community Development Block Grant (CDBG) Regional Account (RA) program and compete for a maximum of \$300,000 in State Special Project (SSP) grant funds through the Arizona Department of Housing.

The CDBG RA and SSP application process includes the requirement to conduct at least two public hearings to obtain input by citizens, staff and elected officials for potential projects. The Town Council selects the project for application to the CDBG RA and SSP programs. The first public hearing was held at Town Hall on June 6, 2019 and

the second public hearing is held during the regular Town Council meeting on July 1, 2019.

The Sidewalk Improvement Project is listed as a potential project on the public hearing notices. The project includes Americans with Disabilities Act (ADA) compliant handicap ramps and ADA sidewalk ramps. In the project area, there are 38 curb returns that contain non-ADA compliant handicap ramps. The work would include saw cutting the existing curb returns, demolition of existing concrete, and replacement with new ADA compliant truncated domes. The project area is bounded by Butte Avenue, South San Carlos Street, East Virginia Street, South Elizabeth Street, East Brady Street and South Park Street where there are approximately 62 households. The estimated cost of the project is \$139,000.

Owner-Occupied Housing Rehabilitation was listed as another potential project on the public hearing notices. The Town completed four housing rehabilitation projects using FY2014 CDBG funds that benefited seven residents. Three residents at the first public hearing expressed their desire to see funds used for housing rehabilitation once again.

Staff recommends the Sidewalk Improvement Project for consideration of CDBG funds because it provides benefits to a greater number of Florence residents and aligns with the Arizona Department of Housing infrastructure funding priority. The State determines its funding allocation priorities each year based on need, demand and other data. The State has allocated 54% of its funding for public infrastructure projects and 21% of its funding for improving the quality of housing stock.

**A VOTE OF NO WOULD MEAN:**

The Town would not submit an FY2019 CDBG RA Grant Application.

**A VOTE OF YES WOULD MEAN:**

The Town will submit an FY2019 CDBG RA Grant Application.

**FINANCIAL IMPACT:**

The Town is eligible to receive \$91,000 in FY2019 CDBG RA funds and can apply for an additional \$300,000 in CDBG FY18 SSP funds.

**ATTACHMENTS:**

Resolution No. 1705-19  
June 6, 2019 Public Hearing Notice  
July 1, 2019 Public Hearing Notice

**RESOLUTION NO. 1705-19**

**A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AUTHORIZING THE SUBMISSION OF APPLICATION(S) FOR FISCAL YEAR 2019 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.**

**WHEREAS**, the Town of Florence is desirous of undertaking community development activities; and

**WHEREAS**, the State of Arizona is administering the Community Development Block Grant Program; and

**WHEREAS**, the State CDBG Program requires that CDBG funds requested address one of the three Congressional mandated National Objectives; and

**WHEREAS**, the activities within this application address the community's identified housing and community development needs, including the needs of low and moderate income persons; and

**WHEREAS**, an Applicant of State CDBG funds is required to comply with the program guidelines and Federal Statutes and regulations:

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and Town Council of the Town of Florence, Arizona, authorize application to be made to the State of Arizona, Department of Housing for Fiscal Year 2019 CDBG funds, and authorize the Town Manager to sign applications and contracts or grant documents for receipt and use of these funds for Regional Account (\$91,000) for Infrastructure Activities and authorize the Grants Manager to take all actions necessary to implement and complete the activities submitted in said applications; and

**THAT** this application for State CDBG funds meets the requirements of low- and moderate-income benefit for activities justified as benefiting low- and moderate-income persons, aids in the prevention or elimination of slum and blight or addresses an urgent need which poses a threat to health; and

**THAT**, the Town of Florence will comply with all State CDBG Program guidelines, Federal Statutes and regulations applicable to the State CDBG Program and the certifications contained in these applications.

**PASSED AND ADOPTED** by Mayor and Council, of the Town of Florence, Arizona, this 1st day of July 2019.

\_\_\_\_\_  
Tara Walter, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Lisa Garcia, Town Clerk

\_\_\_\_\_  
Clifford L. Mattice, Town Attorney

**Town of Florence**  
**Public Hearing Regarding Use of CDBG Funds**

The Town of Florence is expected to receive approximately \$91,000 in FY2019 Federal CDBG Regional Account funds from the Arizona Department of Housing. CDBG funds must be used to benefit low-income persons and areas, alleviate slum and blight or address an urgent need. A public hearing will be held at 5:30 p.m. Thursday, June 6, 2019 at Florence Town Hall Council Chambers, 775 N. Main Street, Florence, Arizona 85132, to gather citizen input on the use of the CDBG funds. Examples of possible uses include the following:

- 1) Public infrastructure (e.g., water, wastewater, street improvements);
- 2) Community facilities (e.g., parks, health clinics, libraries, senior or youth centers);
- 3) Housing (e.g., owner-occupied or multi-family rehab, utility connections on private property, new housing constructed by a non-profit);
- 4) Public services (e.g., paying the salary of an additional staff person to expand a Head Start program, purchasing a van to transport persons with disabilities, equipment and rent to start a new job training program); and
- 5) Economic development (e.g., a loan to a business for job creation, micro-enterprise development, acquisition of land for an existing business expansion).

For more information about the hearing, grievances, or the CDBG program; or to receive assistance in formulating prospective project ideas for presentation at the hearing contact the following:

Name, Title: Jennifer Evans, Management Analyst  
Organization: Town of Florence  
Address: 775 N. Main Street  
City, State, Zip: Florence, Arizona 85132  
Telephone: 520 868-7549  
Fax: 520 868-7564  
TDD: 520 868-7502

Persons with disabilities who require special accommodations may contact Maria Hernandez, 520 868-7574, at the above location at least 48 hours before the hearing.



**Florence, Arizona**  
**Public Hearing Regarding Use of CDBG Funds**

The Town of Florence is expected to receive approximately \$91,000.00 in FY2019 Federal CDBG Regional Account funds from the Arizona Department of Housing. The Town of Florence also may apply for \$300,000 in FY2020 State Special Projects account. CDBG funds must be used to benefit low-income persons and areas, alleviate slum and blight or address an urgent need. Based on citizen input as well as local and state planning objectives, potential projects have been selected to be forwarded to the State of Arizona with a request for funding.


A public hearing will be held at the regular Florence Town Council meeting at **6:00 p.m.** on **July 1, 2019** at Florence Town Hall, 775 N. Main Street, to discuss the potential projects. It is expected that the Town Council will select the final projects at this hearing and adopt applicable resolutions. The potential CDBG projects are named and described as follows:

1. Sidewalk Improvements: Repair or replace sidewalks, curbs and ramps to meet ADA and MAG standards.
2. Owner-occupied Housing Rehabilitation: Rehabilitate approximately four owner-occupied housing units for low income senior citizens at or below 50% area median income.

To review project proposals, file grievances or learn more about the CDBG program contact the following:

Name, Title: Jennifer Evans, Management Analyst  
Organization: Town of Florence  
Address: 775 N. Main Street  
City, State, Zip: Florence, AZ 85132  
Telephone: 520-868-7549  
Fax: 520-868-7564  
TTY: 520-868-7502

Persons with disabilities who require special accommodations may contact Maria Hernandez, 520-868-7574 at the above location at least 48 hours before the hearing.

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u></b> <b>11c.</b>
<b>MEETING DATE:</b> July 1, 2019  <b>DEPARTMENT:</b> Administration  <b>STAFF PRESENTER:</b> Jennifer Evans, Management Analyst  <b>SUBJECT:</b> Resolution No. 1706-19: Authorizing the Commitment of Local Funds as Leverage for the FY2019 Community Development Block Grant Regional Account Application		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input checked="" type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> <b>Regulatory</b> <input type="checkbox"/> <b>1<sup>st</sup> Reading</b> <input type="checkbox"/> <b>2<sup>nd</sup> Reading</b> <input type="checkbox"/> <b>Other</b>
<b>STRATEGIC PLAN REFERENCE:</b> <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:**

Motion to adopt Resolution No. 1706-19: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, COMMITTING LOCAL FUNDS AS LEVERAGE FOR AN FY 2019 COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION.

**BACKGROUND/DISCUSSION:**

The Town is applying for FY2019 CDBG RA funds in the amount of \$91,000 through the Arizona Department of Housing. The funds will be used for the Sidewalk Improvement Project that includes the replacement of non-compliant handicap ramps with ADA compliant ramps. The Town will leverage funds for project construction in the amount of approximately \$48,000.

**A VOTE OF NO WOULD MEAN:**

The Town will not commit local funds as leverage for the project. Local funds leverage is required for this type of funding, so the Town would not be eligible for funding under this program.

**A VOTE OF YES WOULD MEAN:**

The Town will commit local funds as leverage and the application will be submitted.

**FINANCIAL IMPACT:**

The Town is eligible to receive \$91,000 in FY2019 CDBG RA funds. The local leverage amount of \$48,000 will come from the Public Works operating budget.

**ATTACHMENTS:**

Resolution No. 1706-19

**RESOLUTION NO. 1706-19**

**A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, COMMITTING LOCAL FUNDS AS LEVERAGE FOR AN FY 2019 COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION.**

**WHEREAS**, the Town of Florence has adopted Resolution No. 1706-19 which authorizes submission of an application to the State of Arizona, Department of Housing for Community Development Block Grant (CDBG) funds for FY 2019; and

**WHEREAS**, that application indicates that \$48,000 will be committed by the Town of Florence as leveraged funds, in the form of cash or resources to be used to implement Activity #2 Sidewalk Improvements; and

**WHEREAS**, the CDBG Program requires that all local leveraged funds/resources be committed in the form of a resolution by the governing body, and that such a commitment contain an opinion by the applicant's legal counsel that the leveraged funds represent a binding commitment, legally enforceable under State laws,

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and Town Council of the Town of Florence, Arizona, hereby commit \$48,000 to the CDBG Program, to be used for the following: Activity 2, Sidewalk Improvements, for construction, contingent upon the receipt of FY 2019 CDBG assistance; and that the Mayor and Town Council of the Town of Florence, Arizona, hereby state that this commitment is legally binding based on the legal opinion of the Town attorney, and that such funds will be available for an audit at the termination of the grant, if so required by Arizona Department of Housing..

**PASSED AND ADOPTED** by Mayor and Council, of the Town of Florence, Arizona, this 1st day of July 2019.


\_\_\_\_\_  
Tara Walter, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Lisa Garcia, Town Clerk

\_\_\_\_\_  
Clifford L. Mattice, Town Attorney

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u></b> <b>11d.</b>
<b>MEETING DATE:</b> July 1, 2019  <b>DEPARTMENT:</b> Public Works  <b>STAFF PRESENTER:</b> Christopher A. Salas, Public Works Director/Town Engineer  <b>SUBJECT:</b> Resolution No. 1708-19; Right-of-Way Abandonment of portion of Florence Street		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input checked="" type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> <b>Regulatory</b> <input type="checkbox"/> <b>1<sup>st</sup> Reading</b> <input type="checkbox"/> <b>2<sup>nd</sup> Reading</b> <input type="checkbox"/> <b>Other</b>
<b><u>STRATEGIC PLAN REFERENCE:</u></b> <input checked="" type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input checked="" type="checkbox"/> Partnership and Relationships <input checked="" type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

**RECOMMENDED MOTION/ACTION:**

Motion to adopt Resolution No. 1708-19: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ORDERING THE ABANDONMENT OF A PORTION OF RIGHT-OF-WAY WITHIN FLORENCE, ARIZONA, GENERALLY DESCRIBED AS SITUATED IN THE SOUTHWEST CORNER OF SECTION 36, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA RIVER MERIDIAN, FLORENCE STREET BETWEEN EAST BUTTE AVENUE AND 11TH STREET.

**BACKGROUND/DISCUSSION:**

Pinal County has plans to construct a new multi-use building to the north of two existing structures that face Butte Avenue (State Route 79B) between Florence Street and Park Street.

Pinal County has requested that the Town of Florence abandon its right-of-way along a portion of Florence Street, between Butte Avenue (SR79B) and north to 11<sup>th</sup> Street, so that Pinal County can construct a landscaped pedestrian land-bridge area, between the existing County buildings to the west of Florence Street, and the new proposed County multi-use building on the east side of Florence Street.

In discussions between Pinal County and the Town of Florence’s Town Manager, Public Works Director and Community Development Director, all parties have agreed that this request is beneficial to the overall County Complex design,

provides minimal traffic impact, and have expressed general agreement in granting this right-of-way abandonment request.

**A VOTE OF NO WOULD MEAN:**

The Town would not vacate, abandon and grant right, title and interest in a certain portion of right-of-way along Florence Street in Florence.

**A VOTE OF YES WOULD MEAN:**

The Town of Florence, through its Town Council and Town Manager, would vacate, abandon and grant right, title and interest in a certain portion of right-of-way along Florence Street in Florence.

**FINANCIAL IMPACT:**

None

**ATTACHMENTS:**

1. Resolution No. 1708-19
2. Exhibit A
3. Proposed Building Site

When recorded, return to:

Town Clerk  
Town of Florence  
775 North Main Street  
Florence, AZ 85232

**RESOLUTION NO. 1708-19**

**A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ORDERING THE ABANDONMENT OF A PORTION OF RIGHT-OF-WAY WITHIN FLORENCE, ARIZONA, GENERALLY DESCRIBED AS SITUATED IN THE SOUTHWEST CORNER OF SECTION 36, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA RIVER MERIDIAN, FLORENCE STREET BETWEEN EAST BUTTE AVENUE AND 11<sup>TH</sup> STREET.**

**WHEREAS**, the Town of Florence is authorized, pursuant to A.R.S. § 9-240(B)(3)(e), to vacate, abandon and abolish streets; and

**WHEREAS**, an application for the abandonment of a portion of right-of-way within the Town has been made to the Town of Florence; and

**WHEREAS**, the Florence Town Council finds that the request is in proper form; that no land adjoining said portion of right-of-way will be left without access to a public highway; and the Council, having considered the feasibility, advantages and necessity of said action finds the public interest will be served by granting such abandonment.

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

1. THAT A PORTION OF DEDICATED RIGHT-OF-WAY WITHIN THE TOWN OF FLORENCE, ARIZONA, AS MORE PARTICULARLY DESCRIBED HEREIN AND ATTACHED HERETO AS EXHIBIT "A", IS HEREBY VACATED, ABANDONED AND ABOLISHED, AND TITLE THERETO SHALL VEST IN THE OWNERS OF THE PROPERTY ADJOINING SUCH RIGHT-OF-WAY IN ACCORDANCE WITH LAW, EXCEPT THAT ANY EXISTING EASEMENTS OF EXISTING CANALS, LATERALS, SEWERS, GAS, WATER, ELECTRIC, TELEPHONE AND SIMILAR LINES, PIPELINES AND APPURTENANCES SHALL CONTINUE AS THEY EXISTED PRIOR TO THE VACATING, ABANDONMENT OR ABOLISHMENT OF THE RIGHT-OF-WAY HEREIN.
2. BE IT FURTHER RESOLVED THAT THE MAYOR OF THE TOWN OF FLORENCE ON BEHALF OF THE FLORENCE TOWN COUNCIL IS AUTHORIZED TO EXECUTE THIS RESOLUTION AND ALL OTHER DOCUMENTS WHICH MAY BE NECESSARY TO ABANDON SAID RIGHT-OF-WAY.

**PASSED AND ADOPTED** by the Mayor and Council of the Town of Florence, Arizona this 1<sup>st</sup> day of July 2019.

\_\_\_\_\_  
Tara Walter, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Lisa Garcia, Town Clerk

\_\_\_\_\_  
Clifford L. Mattice, Town Attorney



JUNE 11, 2019



**PROJECT: 17022**

**LEGAL DESCRIPTION**

PARCEL A

ALL THAT PORTION OF THE RIGHT OF WAY OF FLORENCE STREET, BOUNDED ON THE NORTH BY THE CENTERLINE OF 11TH STREET, BOUNDED ON THE EAST BY THE WEST LOT LINES OF LOTS 185, 200, 209 AND PROLONGATION OF SAID WEST LOT LINES THROUGH THE RIGHT OF WAYS OF 12TH STREET AND 13TH STREET, BOUNDED ON THE SOUTH BY THE PROLONGATION OF THE SOUTH LOT LINES OF LOTS 208 AND 209, AND BOUNDED ON THE WEST BY THE EAST LOT LINES OF LOTS 208 AND 'CEMETERIES' AND PROLONGATION OF SAID EAST LOT LINES THROUGH THE RIGHT OF WAY OF 12TH STREET AND 13TH STREET, AS SHOWN ON THE MAP OF THE TOWNSITE OF FLORENCE, PINAL COUNTY, AS RECORDED IN BOOK 1 OF MAPS, PAGE 1, RECORDS OF PINAL COUNTY, SITUATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE CENTERLINE INTERSECTION OF 8TH STREET AND PARK STREET, BEING A COTTON SPINDLE MONUMENT WITH NO TAG, TO WHICH THE CENTERLINE INTERSECTION OF 8TH STREET AND PINAL STREET, BEING A COTTON SPINDLE MONUMENT WITH NO TAG, BEARS NORTH 89° 59' 58" WEST A DISTANCE OF 925.01 FEET;

THENCE, ALONG THE CENTERLINE OF SAID PARK STREET, SOUTH 00° 06' 23" WEST A DISTANCE OF 555.00 FEET;

THENCE, DEPARTING SAID CENTERLINE AND ALONG THE CENTERLINE OF 11TH STREET, NORTH 89° 59' 58" WEST A DISTANCE OF 155.01 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF FLORENCE STREET, SAID POINT BEING THE INTERSECTION OF THE PROLONGATION OF 11TH STREET AND THE WEST LOT LINE OF SAID LOT 185, ALSO BEING THE **POINT OF BEGINNING**;

THENCE, DEPARTING SAID CENTERLINE, ALONG THE WEST LOT LINES OF LOTS 185, 200, AND 209 AND THE PROLONGATION OF SAID LOT LINES THROUGH THE INTERSECTIONS OF SAID 12TH STREET AND 13TH STREET, SOUTH 00° 06' 23" WEST A DISTANCE OF 525.00 FEET, TO THE SOUTHWEST CORNER OF LOT 209;

THENCE, DEPARTING SAID WEST LOT LINE, NORTH 89° 59' 58" WEST A DISTANCE OF 60.00 FEET, TO THE SOUTHEAST CORNER OF SAID LOT 208;

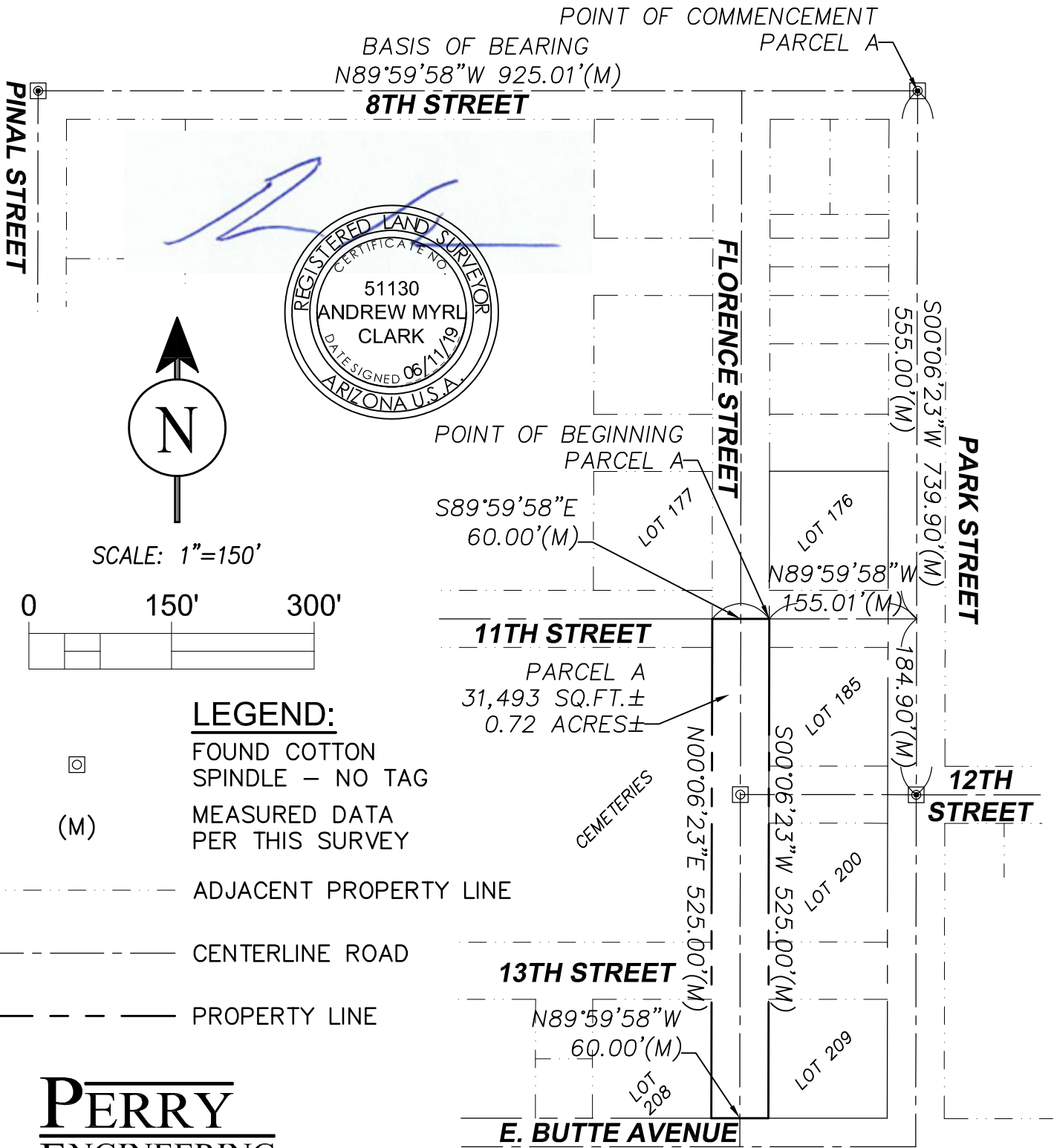
THENCE, ALONG THE EAST LOT LINES OF LOT 208 AND 'CEMETERIES' AND THE PROLONGATION OF SAID EAST LOT LINES THROUGH THE INTERSECTIONS OF SAID 12TH STREET AND 13TH STREET, NORTH 00° 06' 23" EAST A DISTANCE OF 525.00 FEET, TO THE INTERSECTION OF THE CENTERLINE OF 11TH STREET AND THE PROLONGATION OF THE EAST LOT LINE OF 'CEMETERIES';

THENCE, DEPARTING SAID PROLONGATION OF THE EAST LINE AND ALONG THE CENTERLINE OF 11TH STREET, SOUTH 89° 59' 58" EAST A DISTANCE OF 60.00 FEET, TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 31,493 SQUARE FEET, OR 0.72 ACRES, MORE OR LESS.



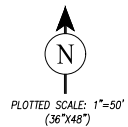
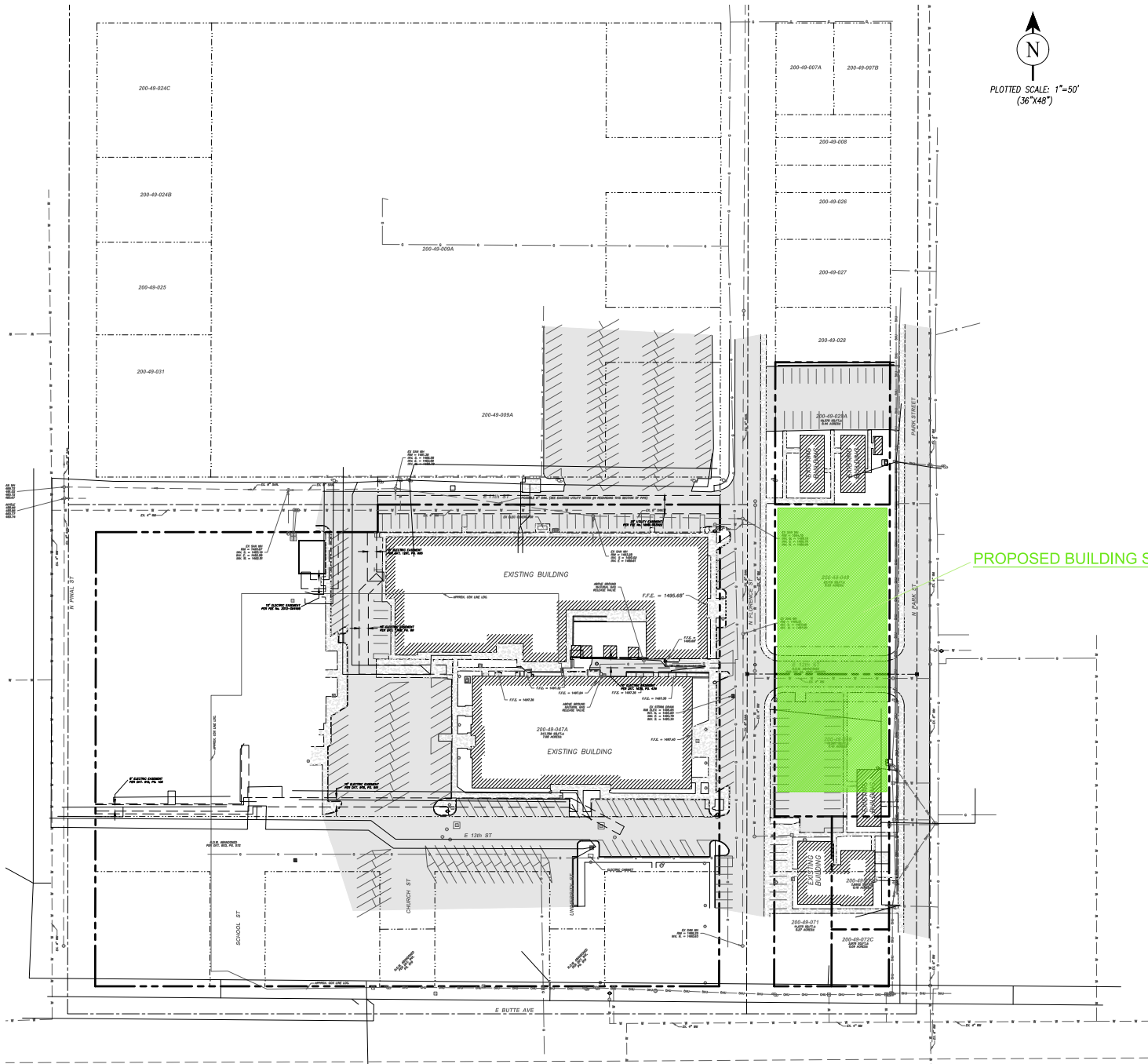
Exhibit A  
Page 2 of 3



# PERRY

## ENGINEERING

505 W WETMORE RD.  
TUCSON, AZ 85705  
CONTACT: KEN PERRY, P.E.  
PHONE: 520-620-9870  
PERRYENGINEERING.NET



LEGAL DESCRIPTION:  
 BLOCKS 144, 145, 160, 161, 176, 177, 185, 200, 205 - 209, AND CEMETERIES BLOCK OF THE TOWNSHIP OF FLORENCE, AS RECORDED IN BOOK 17 OF MAPS, PAGE 1, RECORDS OF PINAL COUNTY, BEING A PORTION OF SECTION 36, T-34-S, R-39-E OF THE G&S.R.M. PINAL COUNTY, ARIZONA.

**SURVEY NOTES:**

1. THE BASIS OF BEARINGS FOR THIS PROJECT ARE BASED ON G.P.S. NORTH.
2. THE BASIS OF ELEVATION FOR THIS PROJECT IS BASED ON N.A.S. CONTROL POINT "FLORENCE" (PD # D0038), SAID ELEVATION IS 1491.52 NAVD83.
3. THE CONTOUR INTERVAL FOR THIS PROJECT IS 1 FOOT FOR MINOR CONTOURS AND 5 FEET FOR MAJOR CONTOURS.
4. AERIAL PHOTOGRAPH AND CONTOURS ARE GENERATED FROM U.S. AERIAL PHOTOGRAPHY. THE U.A.S. IS A DJI PHANTOM 4 PRO. PHOTO AND GLOBAL MAPPER SOFTWARE WAS USED TO GENERATE THE AERIAL AND CONTOURS. THIS PROJECT WAS FLOWN ON 09/19/2018.

**RESOURCE DOCUMENTS:**

- (R1) BOOK 01 OF MAPS, PAGE 01  
 (R2) FEE #1968-00922  
 (R3) CONDITION OF TITLE REPORT BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, TITLE No. AZ-PINCO-PINANA-15-1006410, DATED SEPTEMBER 24, 2018
- DOCKET 333, PAGE 163  
 DOCKET 903, PAGE 872  
 DOCKET 918, PAGE 106  
 DOCKET 941, PAGE 319  
 DOCKET 976, PAGE 85  
 DOCKET 1291, PAGE 695  
 DOCKET 1638, PAGE 434  
 DOCKET 1768, PAGE 89  
 FEE No. 2012-055070  
 FEE No. 2012-064188  
 PINAL COUNTY RECORDS  
 PINAL COUNTY, ARIZONA

**LEGEND:**

- 200-49-026 PANEL IDENTIFICATION NUMBER
- █ FOUND LOT/BLK SPACE WITH NO TAG
- █ MARKED DATA
- (R) RECORD PER REFERENCE TABLE
- ADJACENT PROPERTY LINE
- BLOCK LINE (R/R/S)
- CENTERLINE ROAD
- FENCE
- EASEMENT LINE
- OVERHEAD UTILITY
- PART STRIP
- PROPERTY LINE
- SEWER BUSTWAVE
- ELECTRIC LINE ABOVE GROUND
- ELECTRIC LINE BELOW GROUND
- BACK FLOW PREVENTOR
- BOLLARD
- ELECTRIC PULL BOX
- ELECTRIC TRANSFORMER
- ELECTRIC VAULT
- FIRE HYDRANT
- GAS METER
- IRRIGATION VALVE
- LIGHT POLE
- POWER POLE
- SEWER MANHOLE
- STORM DRAIN
- STORM MANHOLE
- TELEPHONE MANHOLE
- TELEPHONE pedestal
- WINDOW UTILITY CABINET
- UNDER UTILITY
- VAULT
- WATER METER
- WATER VALVE
- █ ASPHALT PAVEMENT
- █ BUILDING AREA
- █ CONCRETE

PROPOSED BUILDING SITE

**EXISTING UTILITY NOTES:**

1. UTILITY LOCATIONS AS SHOWN ON THE PLANS, WERE COMPILED BASED ON AVAILABLE INFORMATION, HOWEVER, UTILITY LOCATIONS ARE NOT TO BE CONSIDERED EXACT OR COMPLETE. PRIOR TO COMMENCING WORK, THE CONTRACTOR SHALL VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES WITH THE APPROPRIATE ORGANIZATION AND POT-HOLE ALL UTILITY LINES WHOSE EXACT HORIZONTAL AND VERTICAL LOCATION ARE IN QUESTION, CONTRACTOR TO NOTIFY ENGINEER PRIOR TO PROCEEDING IF IT IS NECESSARY TO MODIFY ANY UTILITIES OR UNDERGROUND STRUCTURES DISCOVERED DURING POT-HOLE OR IF PROPOSED NON-POTABLE WATER MAIN ALIGNMENT REQUIRES REVISIONS BECAUSE OF ANY POT-HOLE DISCOVERY, WHETHER SUCH ITEMS ARE IDENTIFIED ON THIS SET OF PLANS OR NOT.
2. THERE ARE PRIVATE UTILITIES IN THE ABANDONED RIGHTS-OF-WAYS - PLANS AND RECORDS ARE STILL BEING RESEARCHED FOR THIS INFORMATION AND THAT INFORMATION IS NOT REFLECTED ON THIS PLAN.
3. FIELD SURVEY INFORMATION CONFLICTS WITH FLORENCE SEWER AND WATER MAPS AND THIS SECTION OF SANITARY PIPE WILL NEED TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION.
4. DRAWING ANNOTATION IS 20 SCALE BASED FOR THE EVENTUAL PLAN SET.
5. STORM DRAIN LOCATED AT THE SE CORNER OF N FLORENCE ST AND E 12th STREET NEEDS TO BE INVESTIGATED TO DETERMINE IF IT IS ACTUALLY A STORM DRAIN AND WHERE IT DRAINS.



## TOWN OF FLORENCE COUNCIL ACTION FORM

### AGENDA ITEM 11e.

**MEETING DATE:** July 1, 2019

**DEPARTMENT:** Development Services

**STAFF PRESENTER:** Christopher A. Salas,  
Public Works Director/Town Engineer

**SUBJECT:** Ellison Mills Contracting LLC Contract for  
CIP WU-83 Phase 3B Downtown 12" Loop.

- Action
- Information Only
- Public Hearing
- Resolution
- Ordinance
  - Regulatory
  - 1<sup>st</sup> Reading
  - 2<sup>nd</sup> Reading
- Other

#### **STRATEGIC PLAN REFERENCE:**

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

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

Approval to award a contract to Ellison Mills Contracting LLC, to install valves, fire hydrants, tapping sleeves, and concrete encased sewer, replace curb, sidewalk and asphalt as necessary, in an amount not to exceed \$525,200.85 (Bid \$456,696.39 plus a 15% Town contingency of \$68,504.46) for CIP WU-83 Phase 3B Downtown 12" Loop.

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

The Town of Florence received a Community Development Block Grant for \$331,031 from the Arizona Department of Housing to partially fund the CIP WU-83 Phase 3B Downtown 12: Loop project. The project scope includes the following:

- Install approximately 2,000 linear feet (LF) of water line improvements starting immediately north of Butte at Warner Street, crossing Butte Avenue (ADOT ROW) with a directional bore along South San Carlos Street to East Virginia Street, then west on East Virginia Street to Park Street.
- The improvements include replacing six-inch pipe with 12-inch PVC or DIP pipe and install connections to existing system.
- Install valves, fire hydrants, tapping sleeves, and concrete encased sewer. Replace curb, sidewalk, asphalt, and customer services lines as necessary.

#### **A VOTE OF NO WOULD MEAN:**

A vote of no would delay the project and the loss of the Community Development Block Grant.

**A VOTE OF YES WOULD MEAN:**

A vote of yes would allow the Town to move forward on the project.

**FINANCIAL IMPACT:**

The project amount shall not exceed \$525,200.85 (Bid \$456,696.39 plus a 15% Town contingency of \$68,504.46).

The fixed fee proposed for this project has been advertised and posted in a formal bidding process, negotiated by staff and compared to six independent estimates prepared by six separate companies.

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

5.632 Vendor Selection

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

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:**

- Exhibit 1 – Town of Florence Bid Solicitation
- Exhibit 2 – Approved Bid Tabulation
- Exhibit 3 – Ellison Mills Construction Bid Response
- Exhibit 4 – Construction Contract

**TOWN OF FLORENCE**  
**PUBLIC NOTICE**  
***Florence 12-inch Water Line Augmentation Phase 3B Project***  
**Florence, AZ**

The Town of Florence hereinafter referred to as "Town", through a Community Development Block Grant (CDBG) from the State of Arizona Department of Housing (ADOH) will accept bids from qualified firms or individuals with a minimum of a B-2 commercial license as registered with the Arizona Registrar of Contractors to perform the following services:

**Project Description**

This federally funded project consists of a water line improvement project as follows:

Install approximately 2,000 LF of water line improvements in the Town of Florence, Arizona starting immediately north of Butte at Warner Street, crossing Butte Avenue (ADOT ROW) with a directional bore along South San Carlos Street to East Virginia Street then west on East Virginia Street to Park Street. The improvements include replacing 6-inch pipe with 12-inch PVC or DIP pipe and install connections to existing system. Install valves, fire hydrants, tapping sleeves, and concrete encased sewer. Replace curb, sidewalk, asphalt, and customer service lines as necessary.

**Objective/Scope of Work**

The contractor shall furnish all materials, labor, equipment, services, transportation and perform all the work for the Town's project known as the Water Line Improvement Project for the Town of Florence, Arizona as called for in the Specifications and Drawings. The proposer should prepare a detailed time schedule for completion. The successful proposer will be required to lend all possible assistance in the preparation, investigation and documentation necessary for compliance with all applicable federal Labor Standards/Davis-Bacon and other requirements of ADOH. The successful proposer should be prepared to comply with all local, state and federal safety and environmental requirements. The project shall be accomplished in accordance with all federal program and state statutory requirements to include 2 CFR 200, Executive Orders and the Arizona Administrative Code.

**Proposals**

To be considered, one (1) original and two (2) copies of the proposal must be provided and in accordance with the Instructions to Bidders included in the bid package.

Sealed bids will be received in the office of the **Town Clerk, Florence Town Hall, 775 North Main Street until 3:00 p.m., on Thursday, May 30, 2019**, at which time all bids received will be opened and the amount of the total bid and alternates read aloud. Failure of the proposer to

complete all bid documents may result in rejection of the proposal. All bids should be identified as “**Sealed Proposal - Florence 12-inch Water Line Augmentation Phase 3B Project**”.

**A bid security in the form of a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the bid shall accompany each proposal.** Bonding companies issuing acceptable bonds in conjunction with this project must hold a certification of authority to transact surety business in Arizona as issued by the Director of the Department of Insurance. All bid security shall be made payable, without condition, to the Town of Florence. Said bid security shall be considered liquidated damages and shall be forfeited to the Town of Florence in the event the proposal is accepted and the successful bidder fails to execute the contract and furnish the required bonds within ten (10) working days after the notice of bid award.

The Town will conduct a mandatory pre-bid conference and site inspection on **Thursday, May 16, 2019**, beginning at **10:00 a.m.** Interested bidders should meet at the Florence Town Hall, 775 North Main Street which is accessible to persons with disabilities. Individuals with special accessibility needs, may contact the Town of Florence ADA Coordinator at (520) 868-7574 or TTY: (520) 868-7502 or e-mail: [maria.hernandez@florenceaz.gov](mailto:maria.hernandez@florenceaz.gov) at least seventy-two (72) hours prior to the meeting.

The project shall be accomplished in accordance with all federal program and state statutory requirements to include Executive Orders, Administrative Rules and Regulations.

All questions about the meaning or intent of the bidding documents are to be submitted in writing by **Thursday, May 16, 2019**. Any interpretations, clarifications, or other/additional information considered necessary by the Town in response to such questions, or otherwise, will be issued by Addenda delivered to all parties recorded as having received the bidding documents by **Thursday, May 23, 2019**.

Questions received after the due date may be answered at the sole discretion of the Town. Inquiries regarding the Invitation to Bid directed to persons other than the Town's designated representative may not be answered, and any answers received other than as set forth in the Invitation to Bid will not be binding upon the Town.

Only answers provided by written Addenda may be binding upon the Town. Oral and other interpretations or clarifications will be without legal effect. The Town shall not be held responsible if a bidder fails to receive any Addenda issued. The Town shall not be responsible for any oral representations or statements relating to the solicitation specifications made by an employee, agent or officer of the Town. Addenda may be issued to clarify, correct, supplement, or change the bidding documents.



Receipt of Addenda shall be acknowledged by signing and returning the form included herein with the Invitation to Bid by the specified bid due date. Potential bidders are responsible for obtaining all Addenda relevant to this Invitation to Bid via the issuing office or other means.

Copies of the bidding documents, plans, specifications and contract documents may be obtained at the Office of the Town Clerk, Florence Town Hall, 775 North Main Street, Florence, AZ 85132; the Town of Florence Public Works Department, 425 East Ruggles Street, Florence, AZ; and [www.florenceaz.gov](http://www.florenceaz.gov).

Correspondence, questions and/or clarifications concerning the **plans or specs** should be directed to: Project Manager, Timm Wainscott, Town of Florence Water Utilities Superintendent, Post Office Box 2670, Florence, AZ 85132; phone number: (520)868-7619; fax: (520) 868-7546; or e-mail: [timwainscott@florenceaz.gov](mailto:timwainscott@florenceaz.gov).

The Town of Florence reserves the right to accept the lowest, responsible bid; to consider alternatives; to reject any or all bids; and to waive irregularities or information in any bid. Bids received after the specified time of closing will be returned unopened. The Town of Florence also reserves the right to hold any or all bids for a period of *thirty (30)* days after the date of opening. Bidders will not be allowed to withdraw submitted bids during the *thirty (30)* day period.

The Town of Florence is an Affirmative Action/Equal Opportunity Employer

## INVITATION TO BID

### TOWN OF FLORENCE FLORENCE 12-INCH WATER LINE AUGMENTATION PHASE 3B PROJECT FLORENCE, AZ

The Town of Florence hereinafter referred to as "Town", through a Community Development Block Grant (CDBG) from the State of Arizona Department of Housing (ADOH) will accept bids from qualified firms or individuals with a minimum of a B-2 commercial license as registered with the Arizona Registrar of Contractors to perform the following services:

#### **Project Description**

This federally funded project consists of a water line improvement project as follows:

Install approximately 2,000 LF of water line improvements in the Town of Florence, Arizona starting immediately north of Butte at Warner Street, crossing Butte Avenue (ADOT ROW) with a directional bore along South San Carlos Street to East Virginia Street then west on East Virginia Street to Park Street. The improvements include replacing 6-inch pipe with 12-inch PVC or DIP pipe and install connections to existing system. Install valves, fire hydrants, tapping sleeves, and concrete encased sewer. Replace curb, sidewalk, asphalt, and customer service lines as necessary.

#### **Objective/Scope of Work**

The contractor shall furnish all materials, labor, equipment, services, transportation and perform all the work for the Town's project known as the Water Line Improvement Project for the Town of Florence, Arizona as called for in the Specifications and Drawings. The proposer should prepare a detailed time schedule for completion. The successful proposer will be required to lend all possible assistance in the preparation, investigation and documentation necessary for compliance with all applicable federal Labor Standards/Davis-Bacon and other requirements of ADOH. The successful proposer should be prepared to comply with all local, state and federal safety and environmental requirements. The project shall be accomplished in accordance with all federal program and state statutory requirements to include 2 CFR 200, Executive Orders and the Arizona Administrative Code.

#### **Proposals**

To be considered, one (1) original and two (2) copies of the proposal must be provided and in accordance with the Instructions to Bidders included in the bid package.

Sealed bids will be received in the office of the **Town Clerk, Florence Town Hall, 775 North Main Street until 3:00 p.m., on Thursday, May 30, 2019**, at which time all bids received will be opened

and the amount of the total bid and alternates read aloud. Failure of the proposer to complete all bid documents may result in rejection of the proposal. All bids should be identified as “**Sealed Proposal - Florence 12-inch Water Line Augmentation Phase 3B Project**”.

A bid security in the form of a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the bid shall accompany each proposal. Bonding companies issuing acceptable bonds in conjunction with this project must hold a certification of authority to transact surety business in Arizona as issued by the Director of the Department of Insurance. All bid security shall be made payable, without condition, to the Town of Florence. Said bid security shall be considered liquidated damages and shall be forfeited to the Town of Florence in the event the proposal is accepted and the successful bidder fails to execute the contract and furnish the required bonds within ten (10) working days after the notice of bid award.

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The project shall be accomplished in accordance with all federal program and state statutory requirements to include Executive Orders, Administrative Rules and Regulations.

All questions about the meaning or intent of the bidding documents are to be submitted in writing by **Thursday, May 16, 2019**. Any interpretations, clarifications, or other/additional information considered necessary by the Town in response to such questions, or otherwise, will be issued by Addenda delivered to all parties recorded as having received the bidding documents by **Thursday, May 23, 2019**.

Questions received after the due date may be answered at the sole discretion of the Town. Inquiries regarding the Invitation to Bid directed to persons other than the Town's designated representative may not be answered, and any answers received other than as set forth in the Invitation to Bid will not be binding upon the Town.

Only answers provided by written Addenda may be binding upon the Town. Oral and other interpretations or clarifications will be without legal effect. The Town shall not be held responsible if a bidder fails to receive any Addenda issued. The Town shall not be responsible for any oral representations or statements relating to the solicitation specifications made by an employee, agent or officer of the Town. Addenda may be issued to clarify, correct, supplement, or change the bidding documents.

Receipt of Addenda shall be acknowledged by signing and returning the form included herein with the Invitation to Bid by the specified bid due date. Potential bidders are responsible for obtaining all Addenda relevant to this Invitation to Bid via the issuing office or other means.

Copies of the bidding documents, plans, specifications and contract documents may be obtained at the Office of the Town Clerk, Florence Town Hall, 775 North Main Street, Florence, AZ 85132; the Town of Florence Public Works Department, 425 East Ruggles Street, Florence, AZ; and [www.florenceaz.gov](http://www.florenceaz.gov).

Correspondence, questions and/or clarifications of the **bidding procedure** should be directed to: Susan Jonas, Administrative Assistant, Town of Florence Public Works Department, Post Office Box 2670, Florence, AZ 85132; phone number: (520)868-7614; fax: (520)868-7546; or e-mail: [susan.jonas@florenceaz.gov](mailto:susan.jonas@florenceaz.gov).

Correspondence, questions and/or clarifications concerning the **plans or specs** should be directed to: Project Manager, Timm Wainscott, Town of Florence Water Utilities Superintendent, Post Office Box 2670, Florence, AZ 85132; phone number: (520)868-7619; fax: (520) 868-7546; or e-mail: [timwainscott@florenceaz.gov](mailto:timwainscott@florenceaz.gov).

The Town of Florence reserves the right to accept the lowest, responsible bid; to consider alternatives; to reject any or all bids; and to waive irregularities or information in any bid. Bids received after the specified time of closing will be returned unopened. The Town of Florence also reserves the right to hold any or all bids for a period of *thirty (30)* days after the date of opening. Bidders will not be allowed to withdraw submitted bids during the *thirty (30)* day period.

The Town of Florence is an Affirmative Action/Equal Opportunity Employer

## **Instructions to Bidders**

Submit one (1) original and two (2) copies of the bid which shall be sealed and filed at the time and place indicated in the Invitation to Bid. Bidders must adhere to the following:

1. Submit Bid Proposal Form
2. Complete the Contractor's Qualification Statement, being certain to include the following information:
  - a. Include information concerning the firm's experience in the past five (5) years in the construction of public facilities, specifically identifying projects funded with federal dollars subject to federal Labor Standards/Davis-Bacon. List the most representative projects. Be certain to include information on how to contact the owner as these references may be verified during the scoring process.
  - b. Identify the project team (owner, construction supervisor, bookkeeper, etc.) and crew make-up by classification (carpenter, concrete finisher, laborer, etc.). Remember to submit short resumes of the key personnel.
  - c. Provide a list of current major project commitments by the firm.
  - d. Provide a minimum of three (3) credit references including company name, contact person, address and telephone number.
  - e. Financial statement.
3. Utilizing the form provided, identify sub-contractors and material suppliers known when bid is submitted.
4. Provide a detailed timeframe for project completion.
5. Utilizing the form provided, submit the LS-2 Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements. This form is to be signed by the owner or corporate officer of the bidder.
6. Utilizing the form provided, submit the Certifications. This form is to be signed by the owner or corporate officer of the bidder.

### **Bid Security, Performance Bond and Payment Bond**

The bid guarantee shall be in the form of a certified or cashier's check, upon a solvent bank or a surety bond for ten percent (10%) of the amount of the bid.

The contractor will be required to provide a Performance Bond and Payment Bond equal to one hundred (100%) percent of the contract amount. No substitution or other form of bond will be allowed.

Such bonds shall be executed solely by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona as issued by the Director of the Arizona Department of Insurance. Such bonds are not to be limited as to the time in which action may be instituted against the surety company. The bond(s) shall be made payable and acceptable to the Town of Florence and shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this State, as required by law, and the bond(s) shall have attached thereto a certified copy of Power of Attorney of the signing official.

## **Insurance**

The contractor shall purchase and maintain during the contract time insurance as listed in the contract. The contractor will be required to provide evidence of such insurance prior to issuance of the Notice to Proceed in a form acceptable to the Town of Florence.

The Certificate of Insurance shall name as additional insured the Town of Florence. As required by law, the Certificate of Insurance shall be provided by an insurance carrier(s) authorized to do business in the State of Arizona or countersigned by an agent of the carrier authorized to do business in the State of Arizona.

Additionally, the contractor will be required to purchase and maintain Worker's Compensation Insurance, including occupational disease provisions, for all employees at the site of the project. In case any work is sublet, the contractor shall require such sub-contractor similarly to provide Workers' Compensation Insurance, including occupational disease provisions, for all the latter's employees unless such employees are covered by the protection afforded by the Contractor.

## ***COMPLETE THE FOLLOWING INSURANCE REQUIREMENTS AFTER CONSULTATION WITH LEGAL COUNSEL.***

- Workers' Compensation (statutory)
- Protective Bodily Injury
- Personal Property
- Automobile Bodily Injury and Property Damage

## **Award of the Contract**

The Town of Florence reserves the right to reject any and all bids and to award the contract to other than the low bidder with good cause. The Town further reserves the right to waive any informality or irregularities in the bidding process. Additionally, the bidder recognizes the right of the Town to reject a bid if the bidder failed to furnish the data required by the bidding documents or if the bid is in any way incomplete or irregular.

Each bidder shall be prepared to provide evidence of his/her experience, qualification and financial ability to carry out the terms of the contract.

All bids shall remain firm for a period of forty-five (45) calendar days after the date of the bid opening. Proposals may not be modified after submittal. Bidders may withdraw proposals at any time prior to bid opening. No proposal may be modified or withdrawn after the bid opening except where the award of the contract has been delayed more than thirty-one (31) days.

The contractor to whom the contract is awarded will be required to execute the contract and obtain the Performance Bond and Payment Bond within ten (10) calendar days from the date of receipt of the Notice of Award. The Notice of Award shall be accompanied by the necessary contract documents. If the bidder fails to execute the contract, the Town may consider the bidder in default, in which case the bid bond accompanying the proposal shall become the property of the Town. Contractors must have a current and valid SAM registration in order to be awarded a contract paid with federal funds.

Notwithstanding any delay in the preparation and execution of the formal contract, each bidder shall be prepared to commence work within seven (7) days of receipt of the Notice to Proceed.

### **Protest Procedure**

Bid protests shall be submitted in writing to: Town Clerk, Town of Florence, 775 North Main Street, P. O. Box 2670, Florence, AZ 85132 within seventy-two (72) hours of bid award notification. Protests must contain at a minimum the name, address and telephone number of the protester, the signature of the protester or its representative and evidence of authority to sign; a detailed statement of the legal and factual grounds of the protest including copies of relevant data; and the form of relief requested. Within three (3) business days of receipt, and after consultation with legal counsel, Arizona Department of Housing, Project Manager or others, the Town will respond to the protest. The Town of Florence reserves the right to reject any or all bids; to waive irregularities of information in any bid; and/or to take any steps determined prudent in order to resolve the protest.

## PROPOSAL CHECK LIST

- Bid Proposal Form
  
- Bid Bond, Certified Check or Cashier's Check
  
- Contractor's Qualification Statement with Supporting Documents
  - List of Most Representative Projects (Davis-Bacon identified)
  - Identification of Project Team and Crew Make-up
  - Resumes of Key Personnel
  - List of Current Major Project Commitments
  - Financial Statements
  - Credit References
  
- Sub-contractor and Material Suppliers List
  
- Timeframe for project completion
  
- LS-2 – Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements
  
- Certifications



**BID PROPOSAL FORM  
TOWN OF FLORENCE  
FLORENCE 12-INCH WATER LINE AUGMENTATION PHASE 3B  
PROPOSAL FORM**

PROJECT IDENTIFICATION: Public Works: Water Line Improvements

CONTRACT IDENTIFICATION AND NUMBER: 126-19

THIS BID IS SUBMITTED TO:     Town of Florence  
   775 North Main Street  
   Florence, AZ 85132

1. The undersigned bidder proposes and agrees, if this bid is accepted, to enter into an agreement with the Town of Florence in the form included in the contract documents to perform and furnish all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this bid and in accordance with the other terms and conditions of the contract documents. Contractors must have a current and valid SAM registration in order to be awarded a contract paid with federal funds.
2. Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation, those dealing with the disposition of bid security. This bid will remain subject to acceptance for thirty (30) days after the day of bid opening. Bidder will sign and submit the contract with the bonds and other documents required by the bidding requirements within ten (10) days after the date of Notice of Award.
3. In submitting this bid, bidder represents, as more fully set forth in the contract, that:
  - a. Bidder has examined copies of all of the bidding documents and of the following Addenda (receipt of which is hereby acknowledged):

Date	Addendum Number
_____	_____
_____	_____
_____	_____

- b. Bidder has familiarized himself/herself with the nature and extent of the contract documents, work, site, locality and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.
    - c. Bidder specifies that the firm will not discriminate against employees or applicants for employment pursuant to the Governor's Executive Order 2009-9 and all other applicable state and federal laws, regulations and Executive Orders.

- d. Bidder has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site. Bidder acknowledges that the Town does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the bidding documents with respect to underground facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this bid for performance and furnishing of the work in accordance with the times, price and other terms and conditions of the contract documents.
  - e. Bidder has correlated the information known to the bidder, information and observations obtained from visits to the site, reports and drawings identified in the contract documents and all additional examinations, investigations, explorations, tests, studies and data with the contract documents.
  - f. Bidder has provided the Town written notice of all conflicts, errors, ambiguities or discrepancies that bidder has discovered in the contract documents and the written resolution thereof by Town is acceptable to bidder and the contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work for which this bid is submitted.
  - g. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid; bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and bidder has not sought by collusion to obtain for himself/herself any advantage over any other bidder or over the *Town*.
4. Bidder will complete the work in accordance with the contract documents for the following price: \_\_\_\_\_.
5. Bidder agrees that the work will be fully completed and ready for final payment within **one hundred twenty (120) calendar days** after the date when the contract time commences. All work must be completed by **November 1, 2019**. In the event the contract approval date is less one hundred twenty (120) calendar days measured to November 1, 2019, the November

1, 2019 date will be considered the contract length and then liquidated damages can start to be applied.

- 6. Bidder accepts the provisions of the contract as to liquidated damages of **\$500 per day** for each consecutive calendar day in the event of failure to complete the work within the times specified in the contract.
- 7. The following documents are attached to and made a condition of this bid:
  - a. Required bid security in the form of \_\_\_\_\_
  - b. Contractor Qualification Statement and supporting data
  - c. SAM.gov registration
  - d. Sub-contractor and Material Suppliers List
  - e. Wage Rate Decision
  - f. LS-2 Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements
  - g. Certifications

8. Communications concerning this bid shall be addressed to:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Submitted on (date): \_\_\_\_\_

State Contractor License No: \_\_\_\_\_

Contractor DUNS No: \_\_\_\_\_

If bidder is:

**An Individual**

By (Signature of Individual):
Typed or Printed Name of Individual:
(dba):
Business Address:

Phone Number:
---------------

**A Partnership**

By (Firm's Name):
Signature of General Partner:
Typed or Printed Name of General Partner:
Business Address:
Phone Number:

**A Corporation**

By (Corporation's Name):	<b>(Affix Seal)</b>
State of Incorporation:	
Signature of Authorized Signer:	
Typed or Printed Name of Authorized Signer:	
Business Address:	
Phone Number:	

## CONTRACTOR'S QUALIFICATION STATEMENT

The undersigned certifies under oath to the truth and correctness of all statements and of all answer to questions made hereinafter.

**SUBMITTED TO:**

**ADDRESS:**

**SUBMITTED BY:**

**NAME:**

**DUNS NUMBER:**

**TAXPAYER/EMPLOYER ID NUMBER:**

**ADDRESS:**

**PRINCIPAL OFFICE:**

Corporation

Partnership

Individual

Joint Venture

Other

1. How many years has your organization been in business as a general contractor?
  
  
  
  
  
  
  
  
  
  
2. How many years has your organization been in business under its present business name?
  - a. Under what other or former names has your organization operated?
  
  
  
  
  
  
  
  
  
  
3. If a corporation, answer the following:
  - a. Date of incorporation

- b. State of incorporation
  - c. President's name
  - d. Vice-president's name(s)
  - e. Secretary's name
  - f. Treasurer's name
4. If an individual or a partnership, answer the following:
- a. Date of organization
  - b. Name and address of all partners (state whether general or limited partnership)
5. If other than a corporation or partnership, describe organization and name principals.
6. List states and categories in which your organization is legally qualified to do business. Indicate registration or license numbers. List states in which partnership or trade name is filed.
7. We normally perform the following work with our own forces.
8. Have you ever failed to complete any work awarded to you? If so, note when, where and why.
9. Within the last five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a construction contract? If so, attach a separate sheet of explanation.

10. On a separate sheet, list major construction projects your organization has in process, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.
  
11. On a separate sheet, list the major projects your organization has completed in the past five (5) years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.
  
12. On a separate sheet, list the construction experience of the key individuals of your organization.
  
13. Trade references.
  
14. Bank references.
  
15. Name of bonding company and name and address of agent.
  
16. Attach a financial statement, audited if available, including contractor's latest balance sheet and income statement showing the following items:
  - a. Current assets (i.e. cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses).
  - b. Net fixed assets.
  - c. Other assets.

- d. Current liabilities (i.e. accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes).
- e. Other liabilities (i.e. capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).
- f. Name of firm preparing financial statement and date thereof.
- g. Is this financial statement for the identical organization named on Page One (1)?
- h. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (i.e. parent-subsidiary).
- i. Will this organization act as guarantor of the contract for construction?

17. Dated at \_\_\_\_\_ this  
 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Name of organization: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
 Title

18. \_\_\_\_\_ being duly sworn deposes and says that he/she is the \_\_\_\_\_ of \_\_\_\_\_ contractor(s) and that answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
 Notary Public

My commission expires: \_\_\_\_\_





Recipient: \_\_\_\_\_ Contract No.: \_\_\_\_\_  
Activity No.: \_\_\_\_\_ Activity Name: \_\_\_\_\_

**LS-2: CONTRACTOR'S CERTIFICATION  
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

1. I, the undersigned, am submitting a bid to (**name of recipient**): \_\_\_\_\_ for the construction of the (**name of project**): \_\_\_\_\_ and hereby acknowledge that the following items are included in the bid and will also be incorporated by reference into the contract, should I be selected as the contractor for the project.
  - a. Labor Standards Provisions (HUD 4010);
  - b. Wage Decision # \_\_\_\_\_; Modification # \_\_\_\_\_; Bid Open Date \_\_\_\_\_; and that
  - c. the correction of any infractions of the aforesaid conditions, including infractions by any of my sub-contractors and any lower tier sub-contractors, is my responsibility.
  
2. I hereby certify that:
  - a. To the best of my knowledge, neither I nor any firm, partnership or association in which I have a substantial interest, is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR. Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)].
  - b. No part of the aforementioned contract is or will be sub-contracted to any sub-contractor, if such sub-contractor or firm, corporation, partnership or association in which such sub-contractor has a substantial interest is, to the best of my knowledge, designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.
  
3. I agree to obtain and forward to the aforementioned grantee a Sub-contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by each and every sub-contractor, preferably prior to or where circumstances do not allow within ten (10) days after the execution of any sub-contract, including those executed by his/her sub-contractors and any lower tier sub-contractors.
  
4. Further, I certify that:
  - a. The demographic and business information of the undersigned are:

Contractor Information									
Amount of Contract	Type of Trade Code *	Racial Code *	Hispanic (Y/N)	Women Owned (Y/N)	IRS Tax ID #	DUNS #	Section 3 (Y/N)	Construction Firm Legal Name Address, City, State, Zip	AZ License #
\$									

\* See Demographic and Trade Code table below for information

Demographic and Trade Codes	
Race	Type of Trade Code
11 White	1 New Construction
12 African American	2 Education/Training
13 Asian	3 Other (i.e. rehabilitation, administration, professional, public services)
14 American Indian or Alaskan Native	
15 Native Hawaiian or other Pacific Islander	
16 American Indian or Alaskan Native and White	
17 Asian and White	
18 African American and White	
19 American Indian or Alaskan Native and White	
20 Other Multi-racial	

b. The undersigned is:

- a sole proprietorship;
- a partnership;
- a corporation organized in the State of \_\_\_\_\_; or
- another organization (describe) \_\_\_\_\_

c. The name, title and address of the owners, partners or officers of the undersigned are (list any other legal names/doing business as (dba)):

**NAME**

**TITLE**

**ADDRESS**

- d. The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned and the nature of the interest, are: (indicate if NONE)

**NAME**                                      **ADDRESS**                                      **NATURE OF INTEREST**

- e. The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are: (indicate if NONE)

**NAME**                                      **ADDRESS**                                      **TRADE CLASSIFICATION**

5. I hereby certify that I have the legal authority to complete and submit this document on behalf of:

a. Name of Contractor: \_\_\_\_\_

b. Signature (**in ink**): \_\_\_\_\_

c. Typed or Printed Name: \_\_\_\_\_

d. Title: \_\_\_\_\_

e. Date: \_\_\_\_\_

**WARNING:** U.S. Criminal Code, Section 1010, Title 18, U.S.C. provides in part:  
"Whoever...makes, passes, utters or publishes any statement, knowing the same to be false...shall be fined under this title or imprisoned not more than two (2) years, or both."

## CERTIFICATIONS

### CIVIL RIGHTS

The undersigned is fully aware that this contract is wholly or partially federally funded, and further, agrees to abide by the:

**Civil Rights Act of 1964, Title VI**, as amended, that provides no person on the basis of Race, Color or National Origin shall be excluded from participation, denied program benefits or subjected to discrimination.

**And, Civil Rights Act of 1968, Title VIII**, as amended, will not discriminate in housing on the basis of Race, Color, Religion, Sex or National Origin.

**And, Rehabilitation Act of 1973, Section 503**, as amended, which prohibits discrimination against individuals with disabilities and requires government contractors to take affirmative action to employ and advance in employment qualified individuals with disabilities.

**And, Housing and Community Development Act of 1974, Section 109**, as amended, that no person shall be excluded from participation (including employment), denied program benefits or subjected to discrimination on the basis of Race, Color, National Origin, Sex, Age, Religion and Disability under any program or activity funded in whole or part under Title I (CDBG) of the Act.

**And, Age Discrimination Act of 1975**, as amended, that no person shall be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funds.

**And, Americans with Disabilities Act of 1990**, as amended, that no covered entity shall discriminate against a qualified individual on the basis of disability in regard to job application procedures, the hiring, advancement or discharge of employees, employee compensation, job training and other terms, conditions and privileges of employment.

**And, Executive Order 11063**, that no person shall, on the basis of Race, Color, Religion, Sex or National Origin, be discriminated against in housing and related facilities provided with federal assistance or lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.

**And, Executive Order 11246**, as amended, that no person shall be discriminated against, on the basis of Race, Color, Religion, Sex, Sexual Orientation, Gender Identity or

National Origin, in any phase of employment during the performance of federal or federally assisted construction contracts awarded to contractors or subcontractors who do over \$10,000 in government business in one (1) year.

### **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of the contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971].

### **EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES - SECTION 503**

(if contract \$10,000 or over)

1. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices including the following:
  - a. Recruitment, advertising and job application procedures;

- b. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
  - c. Rates of pay or any other form of compensation and changes in compensation;
  - d. Job assignments, job classifications, organizational structures, position descriptions, lines of progression and seniority lists;
  - e. Leaves of absence, sick leave or any other leave;
  - f. Selection and financial support for training including apprenticeship, professional meetings, conferences and other activities and selection for leaves of absence to pursue training;
  - g. Activities sponsored by the contractor including social or recreational programs; and
  - h. Any other term, condition or privilege of employment.
2. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
3. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (i.e. providing Braille or large print versions of the notice or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the Contractor, a Contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the Contractor provides computers, or access to computers, that can access the electronic posting to such employees or the Contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the Contractor to notify job applicants of their rights if the Contractor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.
5. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the Contractor is



bound by the terms of Section 503 of Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment and shall not discriminate against individuals with physical or mental disabilities.

6. The Contractor must include the provisions of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.
7. The Contractor must, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

### **PROCUREMENT OF RECOVERED MATERIALS**

The undersigned is fully aware that this contract is wholly or partially federally funded and further by submission of this bid certifies that they will adhere to the requirements and specifications as outlined by the EPA at 40 CFR Part 247, Comprehensive Procurement Guideline for Products Containing Recovered Materials.

### **ACCESS TO RECORDS AND RECORDS RETENTION**

The undersigned certifies, to the best of his or her knowledge and belief that:

1. The individual, sole proprietor, partnership, corporation and/or association agrees to permit the *Recipient, Consultants*, State of Arizona Department of Housing (ADOH), U. S. Department of Housing and Urban Development (HUD) and the Office of the Inspector General and/or their designated representatives to have access to all records for review, monitoring and audit during normal working hours.
2. The individual, sole proprietor, partnership, corporation and/or association agrees to retain all records for at least three (3) years following the grant contract closeout between HUD and ADOH or the resolution of all audit findings, whichever is later.

### **CONFLICT OF INTEREST**

The undersigned is fully aware that this contract is wholly or partially federally funded and further, by submission of the bid or proposal that the individual or firm, certifies that:

1. There is no substantial interest, as defined by Arizona Revised Statute §38-503 through 505, with any public official, employee, agency, commission or committee with the *Recipient* or *Consultants*.
2. Any substantial interest, as defined by Arizona Revised Statute §§38-503 through 505, with any public official, employee, agency, commission or committee (including members of their immediate family) with the *Recipient* or *Consultants* that develops at any time during this contract will be immediately disclosed to the *Recipient* and *Consultants*.

### **ANTI-LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid 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 this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this Certification be included in the award documents for all sub-awards to all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

**CERTIFICATIONS SIGNATURE FORM**

***Return this page with proposal.***

These Certifications (Civil Rights, Equal Employment Opportunity, Equal Opportunity for Workers with Disabilities - Section 503, Procurement of Recovered Materials, Access to Records and Records Retention, Conflict of Interest, Anti-Lobbying) are a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of these Certifications is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required Certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
(Typed Name of Official)

\_\_\_\_\_  
(Signature of Official)

\_\_\_\_\_  
(Typed Name of Firm)

\_\_\_\_\_  
(Date)

# CONSTRUCTION CONTRACT

## CONTRACT AGREEMENT

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the TOWN OF FLORENCE, County of Pinal, State of Arizona (hereinafter called the "TOWN") acting herein by the Mayor of the Town of Florence, hereunto duly authorized, and \_\_\_\_\_ (hereinafter called the "CONTRACTOR") acting herein \_\_\_\_\_ hereunto authorized.

WITNESSETH THAT:

The TOWN desires to engage the CONTRACTOR to render construction services for the Florence 12-inch Water Line Augmentation Phase 3B, Contract #126-19.

NOW, THEREFORE the parties do mutually agree as follows:

### 1. Work

CONTRACTOR shall complete all work as specified or indicated in the contract documents. The work is generally described as follows:

Replace approximately 2,000 LF of 6-inch water line with 12-inch PVC and DIP pipe. Install connections to existing system. Install valves, fire hydrants, tapping sleeves, and concrete encased sewer. Replace curb, sidewalk, asphalt, and customer service lines as necessary.

### 2. Access to Information

It is agreed that all information, data reports, records and plans as are existing, available and necessary for carrying out of the work outlined above have been furnished to the CONTRACTOR by the TOWN and its agencies. CONTRACTOR hereby acknowledges receipt of same. No charge will be made to the CONTRACTOR for such information and the TOWN and its agencies will cooperate with the CONTRACTOR in every way possible to facilitate the performance of the work described in addendum.

### 3. Project Manager - Administration

The TOWN is designated as project manager. The project manager shall be empowered to perform all administrative functions as required for management of the project and verification of compliance with Arizona Department of Housing (ADOH) requirements.

#### 4. Contract Times

The work will be completed and ready for final payment within one hundred twenty (120) calendar days of the date in the Notice to Proceed.

#### 5. Liquidated Damages

TOWN and CONTRACTOR recognize that time is of the essence of this Agreement and that the TOWN will suffer financial loss if the work is not completed within the time specified. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by the TOWN if the work is not completed on time. Accordingly, instead of requiring any such proof, the TOWN and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay the TOWN \$500.00 for each day that expires after the time specified for final completion until the work is complete and ready for final payment.

#### 6. Compensation and Method of Payment

The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed: [ \$ \_\_\_\_\_ ]. Originals of the Applications for Payment are to be submitted no later than the first day of the month to:

**Town of Florence**  
**Attention: Finance**  
**P. O. Box 2670**  
**Florence, AZ 85132**

Additionally, no later than the first day of the month, a copy of the Application for Payment is to be emailed to: Timm Wainscott, PROJECT MANAGER, Town of Florence at [timwainscott@florenceaz.gov](mailto:timwainscott@florenceaz.gov); and Jennifer Evans, Management Analyst, Town of Florence at [jennifer.evans@florenceaz.gov](mailto:jennifer.evans@florenceaz.gov). On a weekly basis, the PROJECT MANAGER shall verify compliant completion of all necessary documentation required by ADOH, including but not limited to, federal Labor Standards/Davis-Bacon.

The TOWN and CONTRACTOR mutually agree that the TOWN will make a progress payment based on a duly certified and approved (by a duly authorized representative of the TOWN) estimate of the work covered by the corresponding Application for Payment, subject to those conditions stipulated below and in other parts of the contract documents.

The TOWN will make payments in the amount equal to ninety percent (90%) of work completed (i.e. TOWN will retain ten percent (10%) of each estimate as additional guarantee for complete performance of the work), less the aggregate of payments previously made and

less such deductions as TOWN determines are appropriate to cover claims requiring a greater sum to be retained.

Except as qualified above, upon final completion and acceptance of the work or designated part of the work on which separate final completion and acceptance and contract price are specified and upon compliance with other terms and conditions of the contract documents, payment may be made in full, including retainage withheld less such deductions as he TOWN may withhold to cover claims requiring a greater sum to be retained and liquidated damages.

The TOWN may deduct from each progress payment and final payment an amount equal to the TOWN's estimate of the liquidated damages then due or that would become due based on the TOWN's estimate of late completion of the work if CONTRACTOR fails to submit and implement a written schedule recovery plan describing the cause of schedule slippage or delayed progress and the actions proposed to recover schedule.

## **7. Indemnification**

CONTRACTOR shall comply with the requirements of all applicable laws, rules and regulations and shall exonerate, indemnify and hold harmless the TOWN and its agency members and the ADOH from and for any violation caused by him and shall assume full responsibility for payment of federal, state and local taxes on contributions imposed or required under the Social Security, workmen's compensation and income tax laws.

## **8. Miscellaneous Provisions**

- a. This Agreement shall be construed under and in accordance with the laws of the State of Arizona and all obligations of the parties created hereunder are performable in Pinal County, Arizona.
- b. This Agreement shall be binding upon and ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. In any case one (1) or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable said holding shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

- e. This Agreement may be amended only by mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

## **9. Project Familiarity and Identification of Conflicts**

In order to induce the TOWN to enter into this Agreement, CONTRACTOR makes the following representation:

- a. CONTRACTOR has familiarized himself/herself with the nature and extent of the contract documents, work, site, locality and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.
- b. CONTRACTOR has given the TOWN a written notice of all conflicts, errors or discrepancies discovered in the contract documents and the written resolution thereof by the TOWN is acceptable to the CONTRACTOR.
- c. CONTRACTOR has examined and carefully studied the contract documents and other related data identified in the bidding documents including "technical data".
- d. CONTRACTOR is familiar with and satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the work.

## **10. Insurance**

Certificate(s) of Insurance naming the TOWN as co-insured verifying the minimum coverages as listed below shall be delivered as specified in the Notice of Award prior to issuance of the Notice to Proceed:

### ***COMPLETE THE FOLLOWING INSURANCE REQUIREMENTS AFTER CONSULTATION WITH LEGAL COUNSEL.***

- Workers' Compensation (statutory)
- Protective Bodily Injury
- Personal Property
- Automobile Bodily Injury and Property Damage

## **11. Timely Submission of Labor Standard Forms**

All forms necessary for compliance with the Davis-Bacon Wage Act shall be delivered to the TOWN prior to issuance of the Notice to Proceed and on a weekly basis during construction.

## **12. Contract Documents**

The contract documents which comprise the entire agreement between the TOWN and the CONTRACTOR concerning the work consist of the following:

1. This Agreement
2. Exhibit A: Terms & Conditions
3. Certifications
4. Performance, Payment and other Bonds
5. Notice to Proceed
6. General Conditions and Supplementary Conditions
7. Specifications and drawings incorporated in the bidding documents
8. Bidding documents including addenda acknowledged in CONTRACTOR bid.

**13. Terms and Conditions**

This Agreement is subject to the provisions entitled “Terms and Conditions” attached hereto and incorporated by reference herein as Exhibit A. This Addendum shall be interpreted as if Exhibit A were printed in full herein.

**14. Certifications**

This Agreement is subject to the provisions entitled “Certifications” which were submitted by the CONTRACTOR in the bid dated \_\_\_\_\_, **2019** and are incorporated by reference herein and shall be interpreted as if the Certifications were printed in full herein.

IN WITNESSETH HEREOF, the parties have hereunto set their hands and seals.

Approved as to Form:

TOWN OF FLORENCE

\_\_\_\_\_  
Clifford L. Mattice, Town Attorney

\_\_\_\_\_  
Tara Walter, Mayor

ATTEST:

CONTRACTOR:

\_\_\_\_\_  
Lisa Garcia, Town Clerk

\_\_\_\_\_  
President



## EXHIBIT A: TERMS AND CONDITIONS

### 1. Termination of Contract

- a. If, for any reason, the CONTRACTOR shall fail to fulfill in a timely and proper manner his/her obligations under this contract or if the CONTRACTOR shall violate any of the covenants, agreements or stipulations of this contract, the TOWN shall thereupon have the right to terminate the contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof. In such event, all finished or unfinished site or structural improvements, as well as all materials or equipment acquired or stored by the CONTRACTOR under this contract shall, at the option of the TOWN, become TOWN'S property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the TOWN for damages sustained by the TOWN by virtue of any breach of the contract by the CONTRACTOR and the TOWN may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the TOWN from the CONTRACTOR is determined.

- b. The TOWN may terminate this contract at any time **by giving at least ten (10) days** written notice to the CONTRACTOR. If the contract is terminated by the TOWN as provided herein, the CONTRACTOR will be paid as provided in this Addendum for the time expended and expenses incurred up to the termination date. If this contract is terminated due to the fault of the CONTRACTOR, Paragraph 1.a hereof relative to termination shall apply.
- c. This contract may be terminated per A.R.S. §38-511, Conflict of Interest.

### 2. Sanction, Penalties and Debarment

A breach of the contract provisions concerning violations of federal labor standards may be grounds for termination of the contract and result in sanctions, penalties including liquidated damages and/or debarment of the contractor.

### 3. Changes

The TOWN may request changes in the scope of the services of the CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONTRACTOR'S compensation, which are mutually agreed upon by and between the TOWN and the CONTRACTOR, shall be incorporated in written amendments to this contract.

#### **4. Personnel**

- a. The CONTRACTOR represents that he/she has, or will secure at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the TOWN.
- b. All of the services required hereunder will be performed by the CONTRACTOR or under his/her supervision and all personnel engaged in the work shall be fully qualified, authorized and permitted for such work under state and local law to perform such services.
- c. None of the work or services covered by this contract shall be sub-contracted without the prior written approval of the TOWN. Any work or services sub-contracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

#### **5. Assignability**

The CONTRACTOR shall not assign any interest on this contract and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the TOWN thereto: provided, however, that claims for money by the CONTRACTOR from the TOWN under this contract may be assigned to a bank, trust company or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the TOWN.

#### **6. Reports and Information**

The CONTRACTOR, at such times and in such forms as the TOWN may require, shall furnish the TOWN such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith and any other matters covered by this contract.

#### **7. Records Maintenance and Retention**

The CONTRACTOR shall maintain accounts and records including personnel, property and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the TOWN to assure proper accounting for all project funds, both federal and non-federal shares. These records will be retained for at least three (3) years following the grant contract closeout between ADOH and U.S. Department of Housing and Urban Development (HUD) unless permission to destroy them is granted in writing by the TOWN.

#### **8. Findings Confidential**

All of the reports, information, data, etc., prepared or assembled by the CONTRACTOR under this contract are confidential and the CONTRACTOR agrees that they shall not be

made available to any individual or organization without the prior written approval of the TOWN, ADOH or HUD.

## **9. Copyright**

No report, plan, drawing or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the CONTRACTOR.

## **10. Compliance with Local Laws**

The CONTRACTOR shall comply with all applicable laws, ordinances and codes of the state and local governments and the CONTRACTOR shall save the TOWN harmless with respect to any damages arising from any tort done by the CONTRACTOR or representatives in performing any of the work embraced by this contract.

## **11. Section 3 Compliance with the Provision of Training, Employment and Business Opportunities**

- a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The CONTRACTOR agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONTRACTOR'S commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference shall set forth minimum number and job titles subject to hire; availability of apprenticeship and training positions; the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The CONTRACTOR agrees to include this Section 3 clause in every sub-contract subject to compliance with regulations in 24 CFR part 135 and agrees to take appropriate action, as provided in an applicable provision of the sub-contractor in this Section 3 clause, upon a finding that the sub-contractor is in violation of the regulations in 24 CFR part 135. The

contractor will not sub-contract with any sub-contractor where the CONTRACTOR has notice or knowledge that the sub-contractor has been found in violation of the regulations in 24 CFR part 135.

- e. The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled: 1) after the CONTRACTOR is selected but before the contract is executed; and 2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: 1) preference and opportunities for training and employment shall be given to Indians; and 2) preference in the award of contracts and sub-contracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible but not in derogation of compliance with Section 7(b).

## **12. CONTRACTOR will comply with the requirements of the 2010 ADA Standards for Accessible Design.**

## **13. Interest of Members of a TOWN Governing Body**

No member of the governing body of the TOWN and no other officer, employee or agent of the TOWN who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct, or indirect, in this contract and the CONTRACTOR shall take appropriate steps to assure compliance.

## **14. Interest of Other Local Public Officials**

No member of the governing body of the locality and no other public official of such locality who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract and the CONTRACTOR shall take appropriate steps to assure compliance.

## **15. Interest of CONTRACTOR and Employees**

The CONTRACTOR covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which

would conflict in any manner or degree with the performance of his/her services hereunder. The CONTRACTOR further covenants that no person having any such interest shall be employed in the performance of this contract.

#### **16. Access for Persons with Disabilities**

In performing all construction CONTRACTOR agrees to comply with the 2010 ADA Standards for Accessible Design. CONTRACTOR represents that he understands said standard specifications and same are incorporated herein by this reference.

#### **17. Clean Air Act, Clean Water Act**

The CONTRACTOR shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and EPA regulations which prohibit the use of non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The provision requires reporting of violations to the USEPA Assistant Administrator for Enforcement.

#### **18. Mandatory Standards and Policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.**

#### **19. Federal Labor Standards Provisions**

This agreement is subject to the Federal Labor Standards Provisions, Davis-Bacon Act of 1931, contract Work Hours and Safety Standards Act of 1962, Copeland Act of 1934 and the Fair Labor Standards Act of 1939.

The CONTRACTOR agrees to comply with the Federal Labor Standards Provisions (HUD Form 4010) which is incorporated by reference herein. The CONTRACTOR shall supply information to the TOWN as necessary for monitoring of compliance to include, but not be limited to, submission of Labor Standard Forms included in the bid package, on-site inspections, investigations and/or enforcement by the TOWN. The CONTRACTOR agrees to comply with Wage Rate Determination included in the bid package and incorporated by reference.

**THIS PROJECT IS IN WHOLE OR IN PART FEDERALLY FUNDED AND THE SUCCESSFUL BIDDER WILL BE REQUIRED TO ADHERE TO FEDERAL LABOR STANDARD/DAVIS-BACON PROVISIONS.**

TOWN will monitor compliance with such provisions and standards on behalf of the Town of Florence. The successful bidder will be required to complete the following forms in order to comply. A brief explanation of the form and when the form is to be submitted to TOWN is

listed below. Should you have any questions concerning Federal Labor Standards or the forms to be submitted, please feel free to call TOWN, Jennifer Evans, Management Analyst, at phone number: (520) 868-7549; or e-mail: Jennifer.evans@florencaz.gov.

**LS2 Contractor’s Certification Concerning Labor Standards and Prevailing Wage Requirements**

A separate form is to be completed by the contractor and **submitted as a part of the bid package.**

**LS3 Sub-contractor’s Certification Concerning Labor Standards and Prevailing Wage Requirements**

This form is to be completed by **each** subcontractor and **submitted to TOWN within ten (10) days of execution of the subcontract and a minimum of seven (7) days prior to the date the subcontractor is scheduled to start work on site.**

**LS4 Weekly Payroll Report**

This form is to be completed by **each** contractor and sub-contractor weekly for the contract duration. **Forms must be complete, correctly signed and submitted to TOWN within seven (7) days of the end of the work week.**

Weekly Payroll Reports will be verified by TOWN and ADOH to confirm payment of the required wages. The Weekly Payroll Reports must include all employees who have worked on the job site, including persons exempt from Davis-Bacon and Related Acts wage rate. Exempt persons are:

- a. Business Owners: This person must be listed in Section 5C of the LS2 or LS3 as an owner, partner or principal, owning at least a bona fide twenty percent (20%) equity interest in the business and must also be able to document the business via a tax ID number. This person must also be actively engaged in the business’s management and must not meet the Davis-Bacon definition of a “laborer or mechanic”. Relatives of the owner who are not listed in Section 5C must be paid Davis-Bacon and Related Acts wages. A sub-contractor who cannot document that the business is bona fide must be listed as an employee on the prime contractor’s Weekly Payroll Report.
- b. Apprentices: The contractor/sub-contractor must provide written evidence of the registration of the program with the DOL Employment and Training Administration (ETA), Office of Apprenticeship Training, Employer and Labor Services (OA) or a state apprenticeship agency recognized by the ETA/OA. For additional information concerning apprentices, please call TOWN.

- c. Youth Employment: These individuals must be employed in a bona fide summer youth employment or opportunity program. For additional information concerning youth employment, please call TOWN.
- d. Other: On-site but non-construction (non-hands on) superintendents, inspectors, engineers, watch persons, water carriers, messengers, clerical workers and working foremen who devote less than twenty percent (20%) of their time to construction work are exempt. If a foreman devotes more than twenty percent (20%) of his/her time to mechanic or laborer duties, they must be paid the applicable wage rate(s) for all hours worked.

**LS5 Statement of Compliance**

This form is the certification for the Payroll Form LS-4. A separate form is to be completed by **each** contractor and subcontractor weekly for the duration of the contract. **Forms must be complete and correct, signed by the appropriate person, and submitted to TOWN WITH THE LS-4 within seven (7) days of the end of the work week.**

The LS-5 must list all deductions indicated on the LS-4 and must indicate whether the fringes were paid in cash or to an approved fringe benefit plan. The LS-5 must be signed in ink by the owner or officer as listed on the LS-2 or LS-3 or by an employee designated in writing by the owner/officer as authorized to sign.

**LS7 Notice to All Employees**

This notice must be **posted** on the job site prior to the start of construction and must **remain posted** during construction.

**LS15 Authorization for Deductions**

This form is to be completed by **each** contractor and sub-contractor and is to be **submitted to TOWN one (1) week prior to the first payroll.** Please note that each employee who authorizes payroll deductions for items other than standard state and federal taxes must sign the form.

The following information or action is also required in order to comply with Federal Labor Standards.

**Verification of Fringe Benefit Plan**

**If fringe benefits are not paid in cash, each contractor and sub-contractor must submit verification of each fringe benefit plan at least one (1) week prior to the first payroll** by submitting the following information:

- a. A copy of the most recent remittance statement from the company holding the fringe benefit plan such as a bank, union, etc. The remittance statement must verify the employees covered by the plan and the amount paid into the plan for each employee by the contractor or subcontractor.

OR

- b. A letter addressed to TOWN from each bank, union, etc. holding the fringe benefit plan. The letter must verify which employees are covered by the plan and the amount paid into the plan for each employee by the contractor or sub-contractor.

### **Pre-construction Conference**

The purpose of the pre-construction conference is to provide a forum for TOWN, architect, contractor and sub-contractors to discuss the technical nature of the construction project and all of the compliance requirements of the contract.

CONTRACTOR and sub-contractor representatives shall attend. It is very important that the person preparing the Weekly Payroll Sheets attend this conference as well.

### **Notice Provisions**

The Federal Labor Standards Provisions as well as the General Wage Decision included in this bid package must be posted on site during construction as well as the Equal Opportunity Employment/Non-Discrimination Notice. All postings shall be clearly visible and easily accessible to employees.

During construction, TOWN will monitor compliance with the federal Labor Standards/Davis-Bacon. This monitoring shall include, but not be limited to, contractor and sub-contractor employee interviews, on-site inspections, review of the weekly payroll, etc., as required. Copies of the LS forms to be completed during monitoring are available from TOWN.



Recipient: \_\_\_\_\_ Contract No.: \_\_\_\_\_  
Activity No.: \_\_\_\_\_ Activity Name: \_\_\_\_\_

**THIS PROJECT IS IN WHOLE OR IN PART FEDERALLY FUNDED AND THE SUCCESSFUL BIDDER WILL BE REQUIRED TO ADHERE TO SECTION 3 PROVISIONS**

The Town of Florence will monitor compliance with Section 3 provisions and standards. The successful bidder will be required to complete the following forms in order to comply. A brief explanation of the form and when the form is to be submitted to the Town is listed below. Should you have any questions concerning Section 3 or the forms to be submitted, please feel free to contact Town of Florence, Jennifer Evans at phone number 520-868-7549; or email: [Jennifer.evans@florenceaz.gov](mailto:Jennifer.evans@florenceaz.gov).

**S3B-1 Section 3 Assurance** (1 page)

This form is to be completed by the contractor and **submitted as a part of the bid package or within three (3) days of contract award.** Completion of this form provides assurance that the contractor will comply with Section 3 requirements.

**S3B-2 Estimated Project Work Force Breakdown** (1 page)

This form is to be completed by the contractor and **submitted as a part of the bid package or within three (3) days of contract award.** This form identifies additional positions needed to complete the Section 3 covered project.

**S3B-3 Section 3 Business Self-Certification** (1 page)

This form is to be completed by the contractor if applicable, and **submitted as a part of the bid package or within three (3) days of contract award.** The bidder completes this form to qualify as a Section 3 business concern.

Recipient: \_\_\_\_\_ Contract No.: \_\_\_\_\_  
Activity No.: \_\_\_\_\_ Activity Name: \_\_\_\_\_

**THIS DOCUMENT IS TO BE SUBMITTED BY THE BIDDER WITH THE BID DOCUMENTS  
OR WITHIN THREE (3) DAYS OF CONTRACT AWARD**

### **SECTION 3 ASSURANCE**

1. I, the undersigned, \_\_\_\_\_, as official representative of \_\_\_\_\_  
(printed name) (contractor)  
agree to comply with Section 3 requirements, to include recordkeeping and reporting, for  
the \_\_\_\_\_. It is understood that failure to comply may result in the following  
(project)  
sanctions: cancellation, termination or suspension of this contract in whole or in part.

2. Prime Contractor

- a. The number of positions needed in this project: \_\_\_\_\_  
Details of occupational categories provided in Attachment A \_\_\_\_\_ (yes)
- b. The number of these positions to be filled by regular, permanent employees: \_\_\_\_\_
- c. The number of positions projected to be filled by low income area residents: \_\_\_\_\_  
Details of occupational categories provided in Attachment A \_\_\_\_\_ (yes)

3. Sub-contractors/Vendors

- a. The number of sub-contractors projected to be utilized for this project: \_\_\_\_\_
- b. The number of sub-contractors projected to be Section 3 businesses: \_\_\_\_\_
- c. The number of businesses/suppliers projected to be utilized: \_\_\_\_\_  
Dollar amount: \$ \_\_\_\_\_
- d. The number of businesses/suppliers projected to be Section 3 businesses/suppliers:  
\_\_\_\_\_ Dollar amount: \$ \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

Recipient: \_\_\_\_\_ Contract No.: \_\_\_\_\_  
 Activity No.: \_\_\_\_\_ Activity Name: \_\_\_\_\_

**THIS DOCUMENT IS TO BE SUBMITTED BY THE BIDDER WITH THE BID DOCUMENTS  
 OR WITHIN THREE (3) DAYS OF CONTRACT AWARD**

**Attachment A  
 Section 3  
 ESTIMATED PROJECT WORK FORCE BREAKDOWN**

1.	2.	3.	4.	5.	6.
Job Category	Total Estimated Positions Needed for Project	# of Positions Occupied by Permanent Employees	# of Positions Not Occupied	# of Positions to be Filled with Section 3 Residents	Approximate Hiring Date
Supervisor					
Professional					
Technical					
Office/Clerical					
Others					
TRADE:					
Journeyman					
Apprentices					
Trainees					
Others					
TRADE:					
Journeyman					
Apprentices					
Trainees					
Others					
<b>TOTALS</b>					

**Section 3 Resident**

Individual residing within the Section 3 Area whose family income does not exceed eight percent (80%) of the median income in the Metropolitan Statistical Area or the county if not within a MSA in which the Section 3 covered project is located. See attached income schedule.

\_\_\_\_\_  
 Person Completing Form / Date

\_\_\_\_\_  
 Company

\_\_\_\_\_  
 Project Name / Number

\_\_\_\_\_  
 Company Address

\_\_\_\_\_  
 Telephone Number / E-mail

**S3B-2 (04/2016)**

Recipient: \_\_\_\_\_ Contract No.: \_\_\_\_\_  
Activity No.: \_\_\_\_\_ Activity Name: \_\_\_\_\_

**THIS DOCUMENT IS TO BE SUBMITTED BY THE BIDDER WITH THE BID DOCUMENTS  
OR WITHIN THREE (3) DAYS OF CONTRACT AWARD, IF APPLICABLE**

**SECTION 3 BUSINESS SELF-CERTIFICATION  
A. Basis for Self-Certification**

The \_\_\_\_\_, located at \_\_\_\_\_  
(name of business) (address)

hereby certifies that it is a Section 3 business, as defined by HUD, on the basis of the following:

**(Check all applicable)**

- 1) \_\_\_\_\_ Fifty-one percent (51%) or more ownership by Section 3 residents;
- 2) \_\_\_\_\_ At least thirty percent (30%) of the current permanent, full-time employees are Section 3 residents or were Section 3 residents at the time they were hired (within the past three (3) years);
- 3) \_\_\_\_\_ Is committed to sub-contracting more than twenty-five percent (25%) of the total dollars awarded by [ *recipient* ] to business concerns that meet the qualifications indicated in 1) or 2) above.

**B. Certifications**

I, the undersigned, hereby certify that:

- 1) I have the legal authority to make these certifications on behalf of \_\_\_\_\_;  
(name of business)
- 2) Documentation exists to verify the basis for the Self-Certification indicated in A. above;
- 3) This documentation will be made available to the recipient, the State of Arizona Department of Housing, HUD or its designated representatives, during normal business hours, upon request;
- 4) This documentation will be maintained for at least five (5) years after completion of the requirements of the contract provided by the recipient;
- 5) The information provided in A. above is true and accurate to the best of my knowledge; and
- 6) I am aware that both I and the business identified above, are liable to civil and criminal penalties for willful falsification of any of the information provided in this document.

\_\_\_\_\_  
Signature

Date

\_\_\_\_\_  
Printed Name

Title

**S3B-3 (04/2016)**

**Applicability**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (I) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(II) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(III) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(IV) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (I) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(II) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

**(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

**(1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(II)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(III) The contractor or subcontractor shall make the records required under subparagraph A.3.(I) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(I) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(II) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(III) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (I) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(II)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(III)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.



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**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

**(3)** The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

# EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

## FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

### PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

### OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

### ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

### APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

### PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



For additional information:

**1-866-4-USWAGE**

(1-866-487-9243) TTY: 1-877-889-5627



**WWW.WAGEHOUR.DOL.GOV**

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division

WH 1321 (Revised April 2009)

**LS-3: SUB-CONTRACTOR'S CERTIFICATION  
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

1. I, the undersigned, having submitted a bid or having executed a contract with:  
(contractor or sub-contractor):

\_\_\_\_\_

for (name of project):

\_\_\_\_\_

for (nature of work):

\_\_\_\_\_

in the amount of \$\_\_\_\_\_ certify that:

- a. The Labor Standards Provisions (HUD 4010) are included in the aforementioned contract or bid;
- b. Wage Decision # \_\_\_\_\_; Modification # \_\_\_\_\_ are included in the aforementioned contract or bid.

2. I hereby certify that:

- a. To the best of my knowledge, neither I nor any firm, partnership or association in which I have a substantial interest, is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR. Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)].
- b. No part of the aforementioned contract has been or will be sub-contracted to any sub-contractor, if such sub-contractor or firm, corporation, partnership or association in which such sub-contractor has a substantial interest is, to the best of my knowledge, designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. Further, I certify that:

- a. The demographic and business information of the undersigned are:

<b>Contractor Information</b>									
Amount of Contract	Type of Trade Code*	Racial Code*	Hispanic (Y/N)	Women Owned (Y/N)	IRS Tax ID #	DUNS #	Section 3 (Y/N)	Construction Firm Name Address, City, State, Zip	AZ License #
\$									



- e. The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are: (indicate if NONE)

**NAME**

**ADDRESS**

**TRADE CLASSIFICATION**

- 4. I hereby certify that I have the legal authority to complete and submit this document on behalf of:

- a. Name of Contractor:

\_\_\_\_\_

- b. Signature (**in ink**):

\_\_\_\_\_

- c. Typed or Printed Name:

\_\_\_\_\_

- d. Title: \_\_\_\_\_

- e. Date: \_\_\_\_\_

**WARNING:** U.S. Criminal Code, Section 1010, Title 18, U.S.C. provides in part:  
“Whoever...makes, passes, utters or publishes any statement, knowing the same to be false...shall be fined under this title or imprisoned not more than two (2) years, or both.”







FORM LS-9 RECORD OF EMPLOYEE INTERVIEW

Grantee: CDBG Contract No: Activity Name: Activity No:

Sensitive Information: The information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative and physical safeguards to ensure their security and confidentiality. The information collected herein is voluntary, and any information provided shall be kept confidential.

A. TO BE COMPLETED PRIOR TO INTERVIEW

- 1. a. Contractor: b. Subcontractor: 2. Observe employee at work. Describe the duties you saw him/her engaged in and the tools used: 3. Date:

B. INTERVIEW

- 1a. Your name: 1b. Verification of identification: Yes No 2. Your phone number, home address, to include zip code, and mailing address if different: 3. The last day you worked on this project (by day & date) PRIOR to today: 4. The number of hours you worked on that day: 5. Your job classification (list all or indicate if unknown): 6. Your hourly rate of pay (indicate also if paid in more than one classification or if unknown): 7. a. Do you receive your fringe benefits in cash or are you covered by a fringe benefit plan? Cash Fringe Benefit Plan Unknown b. If received in cash, amount per hour: c. If a plan, type of benefits received? (Check all that apply) Vacation Medical Pension Other: 8. Are you an apprentice, trainee or in a HUD approved Step Up Program? Yes (Name of program: ) No

Describe your job duties and the tools and equipment you use:

- 10. a. Have you worked any overtime on this project (more than 40 hours per week)? Yes No b. If yes, have you been paid at least time and a half for all such hours? Yes No (Explain: )



11. Have you ever been threatened, intimidated or coerced into giving up any of your pay?  
 Yes     No (Explain: \_\_\_\_\_)

12. Do you know that you are working on a federally-funded project and that you are to be paid wages set by DOL (Davis Bacon wages)?  Yes  No

13. Do you know where the Wage Rate Decision for this project is posted?

Yes (Have you ever looked at it?  Yes  No)

No

Comments: \_\_\_\_\_

14. Do you know where the Notice to Employees is posted?

Yes (Have you ever looked at it?  Yes  No)

No

Comments: \_\_\_\_\_

15. Do you know where the non-discrimination poster is posted?

Yes (Have you ever looked at it?  Yes  No)

No

Comments: \_\_\_\_\_

16. Have you ever been discriminated against in this project due to race, gender, age, ethnicity or disability?

Yes (Explain: \_\_\_\_\_)

No

*NOTE: If the employee does not know where the Wage Rate Decision, Notice to Employees or Non-Discrimination information is posted, the interviewer should inform the person of the location(s) and urge them to look at all the documents!!*

17. Are there any unsafe, hazardous, or dangerous conditions not normal to the job that you have been exposed to or are aware of in this project?

Yes (Explain: \_\_\_\_\_)

No

18. **Remarks** should include whether observed duties and tools used were the same as those described by the employee during the interview (use additional pages if necessary): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

19. \_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

20. \_\_\_\_\_  
Printed Name of Interviewer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**C. POST INTERVIEW AND PAYROLL EXAMINATION**

1. Does the Payroll (LS-4) indicate that the employee worked on the date and the number of hours s/he indicated in B.3. and 4. above on the day *prior* to the interview?

Yes  No

Comments: \_\_\_\_\_

2. Does the LS-4 indicate that the employee worked on the *date* of the interview?

Yes  No

Comments: \_\_\_\_\_

3. Does the LS-4 indicate that the employee's job classification is the same as that indicated by the employee in B.5. above?

Yes  No

Comments: \_\_\_\_\_

4. Does the Payroll indicate that the employee received the wages as s/he stated in B.6. above?

Yes  No

Comments: \_\_\_\_\_

5. Does the LS-4/5 indicate that the employee received the fringe benefits in the amount and as stated in B.7. above?

Yes  No

Comments: \_\_\_\_\_

6. Do the wages/fringes agree with the WRD in the contract (to include modifications)?

Yes  No

Comments: \_\_\_\_\_

WRD number (including modifications): \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Payroll Examiner

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

---

**LS-10 - ON-SITE INSPECTION REPORT COMPLETED AND ATTACHED?**

Yes  No

---



FORMULARIO LS-9 HISTORIAL DE ENTREVISTA DEL EMPLEADO

Table with 2 columns: Grantee, Activity Name, CDBG Contract No, Activity No.

Información Confidencial: La información recopilada este formulario es considerada confidencial y está protegida por la Ley de Privacidad.

A. COMPLETE ANTES DE LA ENTREVISTA

- 1. a. El contratista: b. El subcontratista:
2. Observe al empleado en el trabajo. Describa los deberes observados y las herramientas usadas:
3. Fecha:

B. ENTREVISTA

- 1. a. Su nombre: b. Verificación de identificación? Sí No
2. Su número de teléfono, dirección residencial y código postal (y dirección el enviar si es diferente):
3. ¿Último día usted trabajó en este proyecto (por día y la fecha) antes de hoy?:
4. El número de horas que usted trabajó en ese día:
5. Clasificación(es) de su trabajo(s) (enumere todas o note si no sabe):
6. Su salario por hora (indique también si está pagado en más de una clasificación o si no sabe?):
7. a. Ud. recibe sus beneficios complementarios en efectivo o es usted está bajo un plan de los beneficios complementarios?:
Efectivo Plan de Beneficios complementarios No sabe
b. Si está recibido en efectivo, cuánto por hora?:
c. Si un plan, ¿Cuáles tipos de beneficios recibe?
Vacaciones Médicos Pensión Otro:
8. ¿Es usted aprendiz?
Sí (Nombre del programa):
No
9. Describa sus deberes del trabajo y las herramientas o el equipo que usted utiliza:
10. a. ¿Usted ha trabajado tiempo suplementario en este proyecto (más de 40 horas por semana)?
Sí No
b. ¿Le paga al menos tiempo y medio por todas las horas trabajadas superior a 40 horas semanales?
Sí No

11. ¿Alguna vez ha sido amenazado, intimidado, o coercionado a entregar parte de su paga?

Sí (Explique: \_\_\_\_\_)

No

12. ¿Sabe que ud. está trabajando en un proyecto financiado por asistencia federal y que debe ser pagado los salarios fijados por DOL (salarios de Davis Bacon)?  Sí  No

13. ¿Usted sabe en dónde se fija la Decisión de Salarios Davis Bacon para este proyecto?

Sí (¿Ud. lo ha mirado?  Sí  No)

No

Comentarios: \_\_\_\_\_

14. ¿Usted sabe en dónde se fija el Aviso a los Empleados?

Sí (¿Ud. lo ha mirado?  Sí  No)

No

Comentarios: \_\_\_\_\_

15. a. ¿Usted sabe en dónde se fija el cartel de no discriminación?

Sí (¿Ud. lo ha mirado?  Sí  No)

No

Comentarios: \_\_\_\_\_

16. ¿Alguna vez se le ha discriminado en este proyecto debido a la raza, sexo, edad, etnicidad o incapacidad?

Sí (Explique: \_\_\_\_\_)

No

*Nota: ¡Si el empleado no sabe en dónde se encuentran el WRD, el Aviso a los Empleados, o el cartel de No*

*Discriminación, el entrevistador debería mostrárselos e instarle mirar todos los documentos!*

17. ¿Se ha enterado de o es ud. expuesto a condiciones inseguras o peligrosas en este proyecto que no encuentran normalmente en este tipo de trabajo?

Sí (Explique: \_\_\_\_\_)

No

18. Tus comentarios deben incluir si los deberes observados y las herramientas usadas son iguales que éstos descritos por el empleado durante la entrevista: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

19. \_\_\_\_\_

Firma del Empleado

\_\_\_\_\_

Fecha

20. \_\_\_\_\_

Nombre del Entrevistador

\_\_\_\_\_

Su título

\_\_\_\_\_  
Firma

\_\_\_\_\_  
Fecha

**C. DESPUES DE LA ENTREVISTA Y EXAMINACION DE LA NOMINA DE PAGO**

1. ¿Indica la nómina de pago (LS-4) que el empleado trabajó la fecha y el número de las horas el o ella indicó en B.3. y 4 en el día antes de la entrevista?

Sí  No

Comentarios: \_\_\_\_\_

2. ¿Indica el LS-4 que el empleado trabajó el día de la entrevista?

Sí  No

Comentarios: \_\_\_\_\_

3. ¿Indica el LS-4 que la clasificación de trabajo del empleado es igual que ésta indicada por el empleado en B.5. arriba?

Sí  No

Comentarios: \_\_\_\_\_

4. ¿Indica el LS-4 que el empleado recibió los salarios como el o ella declaró en B. 6. arriba?

Sí  No

Comentarios: \_\_\_\_\_

5. ¿Indica el LS-4/5 que el empleado recibió los beneficios complementarios en la cantidad y según lo indicado en B.7 arriba?

Sí  No

Comentarios: \_\_\_\_\_

6. ¿Coinciden los salarios y beneficios complementarios con el WRD en el contrato (incluyendo las modificaciones)?

Sí  No

Comentarios: \_\_\_\_\_

Número de WRD (modificaciones incluidas): \_\_\_\_\_

7. \_\_\_\_\_

Nombre del examinador de la nómina de pago

\_\_\_\_\_

Título

\_\_\_\_\_

Firma

\_\_\_\_\_

Fecha

---

**¿ESTA COMPLETA Y ADJUNTADA LA INSPECCION DE SITIO (FORMULARIO LS-10)?**

Sí  No

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## LS-9. RECORD OF EMPLOYEE INTERVIEW

### Instructions

Keep in mind that both the interview and the information captured on Form 9 are considered confidential. Interviews should be conducted individually and in private. All employees on the work site should be ready and available for an interview if requested by the interviewer; however, the employee's participation is voluntary.

#### **Section A**

This section must be completed prior to the interview and should describe the actions rather than the job class, i.e., "laying water pipe in the trench" rather than Laborer Group 4. Item #3 requires that the Interviewer observe the employee at work prior to conducting the interview. This is a very important part of the interview. If possible, the observation should be conducted unobtrusively, so that neither the employee nor the supervisor/contractor is aware. The purpose of the observation is to ensure that the employee is actually doing the work as it is reported to the interviewer and as recorded on the LS-4, Payroll Report. It also prevents situations in which the employee is actually doing work that requires higher wages but switches to a lower wage activity as soon as the interviewer appears. For example, the employee is actually operating a backhoe, but suddenly starts carrying pieces of pipe and performing other laborer's duties as soon as the interviewer arrives.

If the interview is conducted away from the job site, a notation of the reason why and the location should be inserted here.

#### **Section B**

Prior to asking the questions in this section the interviewer should introduce him/herself in terms of his/her role as the grantee's agent and explain the purpose of the interview and its confidentiality. (Disclosure of employee statements is governed by the provisions of the Freedom of Information Act and the Privacy Act of 1974.)

Example: "My name is V.R. Smith, and I'm the Assistant Planning Director for Cactus City. Cactus City has received some federal funds from the Department of Housing and Urban Development (HUD) for this street widening project on which you are working. These federal funds require that certain wage and labor laws be complied with by the contractor. Also, they require that some of the employees on the job be interviewed. The (name of contractor or sub) knows that someone from the City will be interviewing people throughout the project. I'd like to ask you a few questions about your work on this project to determine your employer's compliance. All of the information that you give me will be kept confidential, as required by these laws, and your identity will be disclosed only with your written permission."

**Employees should be asked for verification of identification (like a driver's license) to verify his/her name, but having an ID is not required. Employees should be encouraged (but not required) to produce pay stubs or pay envelopes which document the wages received.**

The LS-9 form is for the Interviewer and thus s/he should feel free to make any additional notes on it as necessary, and to record additional information that may be important in determining contractor compliance.

Other items to note are:

3. This refers to the last day *prior* to the day of the interview that this employee worked on this project.
4. The interviewer should make it clear to the worker that these items relate only to project work, not to other work. As a double check on the number of hours worked on the project, the interviewer should ask the worker the time s/he started work on the project on the day in question, the time s/he stopped, and the time out for lunch. The interviewer is encouraged but not required to record these details on the LS-9 as the questions may help the worker to remember the number of hours worked.
5. The worker may not be familiar with the classifications used on the wage determination and thus may use a descriptive term which may not be found on the determination, e.g., Rodperson. Further questioning will probably elicit the information that s/he installs reinforcing bars and, depending on the area and WRD, the worker will agree that his/her work is that of an ironworker or laborer. These additional questions by the interviewer and comments by the employee should be noted on the LS-9, along with the correct job class title.
6. The interviewer should determine what the worker is being paid and should not be concerned if the worker is being paid a higher rate. However, if the hourly rate of pay stated by the worker is lower than the required rate, the interviewer should immediately question the worker further in an effort to determine whether the worker is mistaken or is really being underpaid.

For example, has the worker actually received at least one paycheck for work performed on this project, or is his/her statement based on the rate received for other work? If the latter, the interviewer should ask the worker to check his/her next check to determine the rate of pay for work on the project. The interviewer should either arrange to re-interview the worker during the following week or encourage the worker to mail the information by providing a stamped, self-addressed envelope. If the worker states that s/he received wages less than the required rate, the interviewer must try to solicit substantiating evidence from the worker. For example, does the worker have a pay envelope, pay slip, pay check stub, or any other forms showing the hourly wage rate or hours worked and earnings available? If not, can they be provided at a later date?

- 13 -15. If the employee does not know the location of the Wage Rate Determination, Notice to Employees and non-discrimination posters, the interviewer should tell him/her where they are posted and note this on the LS-9.

Although the interviewer should follow the questions as stated on the form and should never lead the employee into answers, it may also be necessary to deviate from the list of questions in some instances. For example, if the employee says that s/he worked overtime but was not paid time and a half at the WRD level, several follow-up questions may be necessary to ensure that such hours were worked on this job, rather than on some other non-federally funded job. Note these additional questions (or at least notes about the fact that other questions were asked) on the LS-9.

### **Section C**

This part of the form is completed *after* receipt of the payroll reports, LS-4/5 covering the week during which the interview was conducted. It is important that the LS-4/5 is received in a timely manner so that the grantee can compare and verify the interview information or attempt to investigate discrepancies. The Payroll Examiner can be the same person as the interviewer. If not, it should be someone familiar with the WRD, labor standards provisions and the construction project.

If *any* of the questions in Section C are answered "NO," the grantee must investigate and resolve the issue, with documentation of the investigation and resolution in the Labor Standards File. For example, if the payroll indicates that the employee worked a different number of hours than the employee indicated, the grantee must: a) contact the employee and ask for clarification; or b) request the contractor's actual time records, depending on the significance of the discrepancy. This should be done without revealing the identity of the employee, i.e. by asking for all employee records for one work week.

If the employee said s/he worked 8 hours and the Weekly Payroll said 6 hours, the grantee could start with a quick visit to the employee and ask for clarification. "You told me you worked 8 hours, however, the payroll report shows you as having worked only 6 hours. How many hours were you paid for during that week and do you believe it's the correct amount for the hours you worked?" All questions should be stated in such a way or prefaced with a comment clearly indicating that the interviewer is *not* attempting to intimidate the employee.

However, if the difference in hours is great; if the employee insists the hours are correct and states that s/he was only paid for the lower number of hours shown on the LS-4; and/or if a number of persons interviewed state different hours than those shown on the payroll report, the grantee *must* request the actual time records and then conduct an investigation as described in Section 11.



**LS-10 ON-SITE INSPECTION REPORT**

1. a. Date Monitored: \_\_\_\_\_ b. Time: \_\_\_\_\_

2. Location of Job Site: \_\_\_\_\_

3. Wage Rate Decision (WRD)

a. Posted:  Yes  No

b. Location: \_\_\_\_\_

c. WRD No: \_\_\_\_\_

d. Correct (same as in the contract):  Yes  No

e. Comments (is location clearly visible, easily accessible to employees, etc.):

4. Notice to Employees

a. Posted:  Yes  No

b. Location: \_\_\_\_\_

c. Identify Name of Contracting Officer on Notice (indicate if blank):

\_\_\_\_\_

d. Comments, to include if location is clearly visible and easily accessible to employees; contracting officer appears to be appropriate person, etc.; if in another language, where a significant number of employees may be of limited English-speaking ability.

5. Equal Opportunity Employment/Nondiscrimination in Hiring Posters

a. Posted:  Yes  No

b. Location: \_\_\_\_\_

c. Comments (to include if location is clearly visible and easily accessible; if in another language, where a significant number of employees may be of limited English-speaking ability):

6. \_\_\_\_\_  
Printed Name of Monitor Title

\_\_\_\_\_  
Signature Date

Recipient: \_\_\_\_\_ Contract No.: \_\_\_\_\_  
Activity No.: \_\_\_\_\_ Activity Name: \_\_\_\_\_

**LS-15: AUTHORIZATION FOR DEDUCTIONS**

The undersigned authorize deductions, as noted, to be made from his/her wages. It is understood that:

- the deduction(s) are in the interest of the employee;
- the deduction(s) are not a condition of employment;
- there is no direct or indirect financial benefit accruing to the employer;
- it is not otherwise forbidden by law; and
- if the deduction(s) are for fringe benefits, information regarding the fringe benefit plan has been provided to me in writing.

1.a. **EMPLOYEE NAME**    b. **DATE(s)**    c. **AMOUNT**    d. **PURPOSE**  
**(may cover all work performed for contract)**

---

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

---

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

---

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

---

---

Printed Name

---

Signature

---

---

---

Printed Name

---

Signature

---

(Additional page(s) attached:  Yes  No)

2. Name of Contractor/Sub-contractor: \_\_\_\_\_

---

Signature of Authorized Representative

---

Date

---

Typed Name

---

Phone Number

**LS-15 (02/1998)**

Recipient: \_\_\_\_\_ Contract No.: \_\_\_\_\_  
 Activity No.: \_\_\_\_\_ Activity Name: \_\_\_\_\_

**LS-17: CERTIFICATION FOR APPLICABLE FRINGE BENEFIT PAYMENTS**

**Project Name:** \_\_\_\_\_

**Name of Contractor/Sub-Contractor:** \_\_\_\_\_

Provide the name, address and telephone number of each plan for fringe benefits provided. List for each classification if different.

1. Employee Classification:
Health and Welfare:
Pension:
Vacation:
Apprenticeship/Training:
Other:
2. Employee Classification:
Health and Welfare:
Pension:
Vacation:
Apprenticeship/Training:
Other:
3. Employee Classification:
Health and Welfare:
Pension:
Vacation:
Apprenticeship/Training:
Other:

**I hereby certify that I make payments to the fringe benefit plans, funds or programs identified above.**

\_\_\_\_\_  
 Signature (must be owner/principal/officer as shown on LS-2/3)      Date

\_\_\_\_\_  
 Typed Name

\_\_\_\_\_  
 Title

**LS-17 (02/1998)**

General Decision Number: AZ190019 02/08/2019 AZ19

Superseded General Decision Number: AZ20180020

State: Arizona

Construction Type: Heavy

HEAVY CONSTRUCTION, Includes Water and Sewer Lines, Heavy Construction on Treatment Plant Sites, and Pipeline Construction County: Pinal County in Arizona.

HEAVY CONSTRUCTION PROJECTS (DOES NOT INCLUDE DAM CONSTRUCTION)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0 01/04/2019

1 02/08/2019

BOIL0627-004 10/01/2017

Rates Fringes

BOILERMAKER.....\$ 35.30 28.41

-----  
BRAZ0003-010 07/01/2018

Rates Fringes

BRICKLAYER.....\$ 26.06 7.28

ZONE PAY:

(Radius miles from the intersection of Central Ave. and Washington St., Phoenix, AZ)

Zone A: 0-60 miles- Base Rate

Zone B: 61-75 miles- Base Rate plus \$2.00 per hour

Zone C: 75-100 miles- Base Rate plus \$3.00 per hour

Zone D: 101-200 miles- Base Rate plus \$3.50 per hour

Zone E: Over 200 miles- Base Rate plus \$6.50 per hour

-----  
ELEC0518-008 08/01/2018

(North of the line, "First Standard Parallel South", and East of the line, "Second Guide Meridian East".)

Rates Fringes

ELECTRICIAN.....\$ 28.60 11.36

-----  
ELEC0570-008 12/01/2018

PINAL (Southern Part)

Rates Fringes

ELECTRICIAN.....\$ 26.96 18%+5.60

ZONE DEFINITIONSZone

A: the area within a twenty-nine (29) mile radius from a basing point at the Tucson Town Hall.

Zone B: 29 to 46 mile radius from the town hall in Tucson- an additional \$ 1.25 per hour

Zone C: 47 mile radius from the town hall in Tucson to the outer limits of the geographic jurisdiction- an additional \$ 3.75 per hour

-----  
ELEC0640-007 07/01/2018

(Area North and West of

the boundary line beginning at a point where Papago Indian Reservation Road No. 15 crosses the Pima-Pinal County line, then Northeasterly on Road No. 15 to the intersection with Highway FAS-267, extending North on FAS-267 to the intersection with Florence Canal, North & East on Florence Canal to the intersection of the line "Second Guide Meridian East" then North to the Maricopa-Pinal County Lines)

Rates Fringes

ELECTRICIAN.....\$ 28.30 10.30  
-----

ELEC0769-002 07/29/2018

Rates Fringes

Line Construction:

Lineman.....\$ 46.40 21%+5.94  
-----

\* ENGI0428-007 06/01/2018

Rates Fringes

POWER EQUIPMENT OPERATOR

Group 1.....\$ 24.84 10.86

Group 2.....\$ 28.11 10.86

Group 3.....\$ 29.19 10.86

Group 4.....\$ 30.22 10.86

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Small Self-Propelled Compactor (with blade), Front End Loader (3 cy & less), Bobcat/Skidsteer/Skid Loader, Oiler

GROUP 2: Backhoe (less than 1 cy), Self-Propelled Compactor (with blade),Grader/Blade (rough),Front End Loader 3cyless than 6 cy), Scraper, Tractor Operator, Crane (less than 15 tons)

GROUP 3: Backhoe, up to 10 cu yd;

Excavator/Trackhoe,Grade/Blader(finish), Front End Loader Operator (6 cy-10cy), Crawler-Type Tractor Operator, Crane (over 15 tons & less than 100 ton), Tower Crane

GROUP 4: Backhoe ( 10 cu yd and over),Front End Loader (10 cy and over), Crane (100 ton)  
-----

\* ENGI0428-015 06/01/2018

Rates Fringes

POWER EQUIPMENT OPERATOR:

(PIPELINE)

Group 1.....\$ 24.84 10.86

Group 3.....\$ 29.19 10.86

Group 1: Backhoe, Boring Machine, Boom Operator, Bulldozer, Trackhoe

Group 3: Oiler  
-----

IRON0075-009 08/01/2018

Rates Fringes

IRONWORKER, STRUCTURAL.....\$ 26.90 18.95  
Zone 1: 0 to 50 miles from City Hall in Phoenix or Tucson  
Zone 2: 050 to 100 miles - Add \$4.00  
Zone 3: 100 to 150 miles - Add \$5.00  
Zone 4: 150 miles & over - Add \$6.50

-----  
PAIN0086-002 04/01/2017

Rates Fringes

PAINTER (Brush Only).....\$ 19.58 6.40

-----  
PLUM0469-008 07/01/2016

Rates Fringes

PLUMBER.....\$ 40.80 17.00

-----  
TEAM0104-003 09/01/2018

Rates Fringes

TRUCK DRIVER

Pick-up Truck

GROUP 1.....\$ 15.27 1.50+a

FOOTNOTE:

a. Health & Welfare \$984.26 per month.

-----  
SUAZ2012-008 05/17/2012

Rates Fringes

CARPENTER (Form Work Only).....\$ 20.86 4.00  
CARPENTER, Excludes Form Work...\$ 21.97 5.41  
CEMENT MASON/CONCRETE FINISHER...\$ 18.76 2.12  
INSTALLER - SIGN.....\$ 25.42 0.00  
IRONWORKER, REINFORCING.....\$ 20.66 13.59  
LABORER: Asphalt  
Raker/Shoveler/Spreader.....\$ 15.76 4.42  
LABORER: Common or General.....\$ 14.35 3.97  
LABORER: Concrete Saw (Hand  
Held/Walk Behind).....\$ 17.00 4.55  
LABORER: Fence Erection.....\$ 10.32 2.24  
LABORER: Grade Checker.....\$ 18.14 4.55  
LABORER: Landscape &  
Irrigation.....\$ 11.01 0.37  
LABORER: Mason Tender - Brick...\$ 14.55 4.20  
LABORER: Mason Tender -  
Cement/Concrete.....\$ 15.34 4.20  
LABORER: Pipelayer.....\$ 14.94 3.50  
LABORER: Power Tool Operator...\$ 16.57 4.20  
LABORER: Railroad  
Construction Laborer.....\$ 16.80 4.20  
MILLWRIGHT.....\$ 19.50 4.85  
OPERATOR: Bulldozer.....\$ 20.57 6.16  
OPERATOR: Drill.....\$ 20.57 4.78  
OPERATOR: Forklift.....\$ 20.38 4.75  
OPERATOR: Grade Checker.....\$ 21.68 6.31  
OPERATOR: Mechanic.....\$ 22.23 5.78  
OPERATOR: Paver (Asphalt,  
Aggregate, and Concrete).....\$ 17.07 3.20  
OPERATOR: Roller.....\$ 21.34 8.36  
OPERATOR: Rotomill.....\$ 21.88 6.39  
OPERATOR: Screed.....\$ 16.82 2.52  
OPERATOR: Trencher.....\$ 14.21 0.94  
OPERATOR: Broom/Sweeper.....\$ 15.40 2.45  
PAINTER: Pavement  
Marking/Parking Lot Striping.....\$ 19.94 4.10

PAINTER: Roller and Spray.....\$ 20.65 4.45  
 PIPEFITTER.....\$ 23.97 6.78  
 TRUCK DRIVER: 3 Axle Truck.....\$ 27.53 1.16  
 TRUCK DRIVER: Dump Truck.....\$ 14.37 1.16  
 TRUCK DRIVER: Flatbed Truck.....\$ 12.50 1.48  
 TRUCK DRIVER: Hydroseeder.....\$ 17.32 0.00  
 TRUCK DRIVER: Water Truck.....\$ 16.46 3.42

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and



the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier. Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier. A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
  - \* a survey underlying a wage determination
  - \* a Wage and Hour Division letter setting forth a position on a wage determination matter
  - \* a conformance (additional classification and rate) ruling
- On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====  
END OF GENERAL DECISION

**PHASE 3B - Station 36+00 to 62+00 (Virginia and Matilda to Phase 2)**

**Project Name:** Florence 12-inch Augmentation phase 3  
**Project No.:** 486.05  
**Location:** Florence, Arizona  
**Description:** System Upgrades

**Prepared by:** CWL **Date:** 6/19/2018  
**Checked by:** TMB **Date:** \_\_\_\_\_  
**Client:** City of Florence

Item No.	Item Description	Unit	Quantity	Unit Price	Amount	Remarks
1	12-inch P.V.C. Pipe	LF	2,200			
2	12-inch D.I.P. Pipe	LF	46			
3	6-inch D.I.P. Pipe	LF	232			
4	Service Tie Overs	EA	20			Including 1-inch poly service lines
5	Abandonment of Existing 4-inch	LS	2			Assumed to be abandoned in place with no grouting
6	Butte Ave. Jack and Bore	LF	103			Assumes 24" steel casing, 12-inch pipe, and spacers
7	Asphalt patch	SY	470			Assumes 4-ft trench width
8	Asphalt Replacement	SY	7,800			Full Replacement along San Carlos
9	1" Air Release Valve	LS	3			Includes 6" DIP riser pipe
10	New Fire hydrant	LS	7			Includes 6"DIP
11	6" Gate Valve	LS	7			
12	12" Gate Valve	LS	7			
13	Fire Hydrant Removal	EA	3			
14	Curb, Sidewalk and Valley Gutter replacement	SY	60			
15	Concrete Encased Sewer	EA	4			
16	Traffic Control	LS	1			
	<b>Subtotal</b>				<b>\$0</b>	
	Contingencies (20%)				\$0	
	<b>TOTAL PROJECT COSTS</b>				<b>\$0</b>	

# Florence 12-inch Water Line Augmentation Phase 3B Project

## Addendum 1a

### Additions to Contract Agreement under Exhibit A: Terms and Conditions

1. All questions about the meaning or intent of the solicitation are to be submitted to Timm Wainscott, Town of Florence Water Utilities Superintendent (the "Contact Person" or "Project Manager") in writing as set forth in the notice of solicitation above. Any interpretation, clarification, or other additional information considered necessary by Town in response to such questions, or otherwise, will be issued by Addenda delivered to all parties recorded as having received the solicitation documents. Inquiries regarding this solicitation directed to persons other than the Town's designated representative may not be answered, and any answers received other than as set forth in this solicitation will not be binding upon the Town for any purpose. Town shall not be held responsible for any oral representations or statements relating to the solicitation specifications made by an employee, agent or official of the Town. A verbal reply to an inquiry does not constitute a modification of the solicitation. The Offeror shall not contact or direct inquiries concerning this solicitation to any other Town employee unless the solicitation specifically identifies a person other than the Contact Person.
2. Addenda may be issued to clarify, correct, supplement, or change the solicitation documents. Potential Offerors are responsible for obtaining all addenda relevant to this solicitation through the issuing office or by other means. Failure to acknowledge receipt of any addendum by Offeror may result in disqualification of that Offeror's proposal in the sole discretion of the Town.
3. An offer by a corporation, partnership or limited liability company shall be executed in the name of the legal entity and signed by an authorized person and accompanied by evidence of authority to sign. The state of information of the entity and the entity's address for receiving notices shall be shown.
4. The offer shall contain evidence of Offeror's authority and qualifications to do business in Arizona and the Town, Offeror's Arizona contractor license number and classifications, and any other required business and/or tax licenses required by the Town shall also be shown on the Offer form. Any deviations from the solicitation standards may render the offer non-responsive.
5. An Offeror (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may have its offer rejected.
6. The Offeror will be required to submit documentation demonstrating lawful presence in the United States pursuant to A.R.S. 1-501 and 1-502 by completing the "Demonstrating Lawful Presence" form provided by the Town.
7. 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 (the "resultant contract"). If agreement on the terms of a resultant contract cannot be reached after a period

## Florence 12-inch Water Line Augmentation Phase 3B Project

deemed reasonable by the Town in its sole discretion, the Town may negotiate and enter a contract with any other Offeror who submitted a timely, responsive and responsible proposal to this solicitation. The Town reserves the right to reject any or all offers or to cancel the solicitation altogether, to waive any informality or irregularity in any offer received, and to be the sole judge of the merits of the respective offers received.

8. The terms "Offeror", "Contractor", "firm", and "consultant" may be utilized interchangeably in the provisions of this solicitation and the proposal documents. The Town and Offeror may be referred to in this contract collectively as the "parties" and each individually as a "party".
9. The Town of Florence is an equal opportunity employer. Minority and women's business enterprises are encouraged to submit proposals to this solicitation.
10. Notwithstanding any other provision of this solicitation, the Town expressly reserves the right to reject any or all offers, or portions thereof; and/or waive any defect or informality in an offer; and/or reissue a solicitation; and/or exercise any other rights available to the Town under the terms of the solicitation, the Town Code, law, or equity; and/or to withhold the award of the solicitation for any reason the Town determines, in its sole discretion.
11. Experiences with the Town and entities that the evaluation committee members represent may be taken into consideration when evaluating qualifications and experience of Offerors.
12. Late submittals and/or unsigned offers will not be considered under any circumstances. Envelopes containing offers with insufficient postage will not be accepted by the Town. It is the sole responsibility of the Offeror to see that his/her offer is delivered and received by the proper time and at the proper place.
13. All offers submitted in response to this solicitation and all evaluation related records shall become the property of the Town and shall become a matter of public record for review, subsequent to the award notification, in accordance with the Town's Procurement Policy and Arizona's Public Records laws. Requests for nondisclosure of data such as trade secrets and other proprietary data, must be made known in writing to the Town in offers submitted, and the information sought to be protected clearly marked as proprietary. Town will not insure confidentiality of any portions of the offer that are submitted in the event that a public record request is made. The Town will provide 48 hours' notice before releasing materials identified by the offer as confidential or proprietary in order for the Offeror to apply for a court order blocking the release of the information.
14. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Town Clerk's office. Requests shall be made as early as possible to allow time to arrange the accommodation.

## Florence 12-inch Water Line Augmentation Phase 3B Project

15. The Offer form submitted shall include a signature by a person authorized to sign the offer. The offer sheet shall be submitted. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the offer.
16. Town is a government agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If Town determines that it does not have funds to meet its obligations under the Contract, Town shall have the right to terminate the Contract without penalty on the last day of the fiscal period for which funds were legally available for any project.
17. 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").

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.

The Town retains the legal right to inspect the papers of any Contractor or Subcontractors 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.

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

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.

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.

18. Contractor shall obtain, maintain, and provide verification of insurance coverage set forth in the Town's Insurance Requirements attached as Exhibit \_\_\_\_\_, as modified by any applicable Special Provisions, of the contract. Town may, in the contract documents, designate additional insured(s) along with Town (and their respective employees, representatives, agents and officials) on all required insurance policies, and all coverage applicable to the Town under this section and the Insurance Requirements in this

## Florence 12-inch Water Line Augmentation Phase 3B Project

solicitation shall apply to such designated additional insured(s) as well. Failure to maintain the insurance policies as required by this contract or to provide evidence of renewal is a material breach of this contract.

19. Contractor's certificates and endorsements shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to Town separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements set forth in the contract documents, including the Town's Insurance Requirements.
20. All warranties, representations and indemnification by Contractor shall survive the completion, termination or other expiration of this contract.
21. Contractor shall cause all work, materials, services or construction provided or performed under the 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.
22. Town may terminate the contract, without penalty or recourse, at any time for its convenience by written notice to the Contractor specifying the termination date. In the event of termination which is not the fault, in whole or in part, of the Contractor, Town shall pay to Contractor only such compensation, including reimbursable expenses, due for work or services properly performed by Contractor prior to the termination date.
23. Contractor assumes full responsibility for the safekeeping of all materials and equipment and for the protection of all unfinished work until final acceptance by the Town, and if any of it be damaged or be destroyed from any cause, he shall replace it at his own expense.
24. The contract and all contract documents shall be deemed to be made under, and shall be construed in accordance with and governed by the laws of the State of Arizona without regard to conflicts or choice of law provisions thereof. Exclusive jurisdiction and venue for any action brought to enforce or construe any provision of this contract and all contract documents shall be proper in the Superior Court of Pinal County, Arizona and both parties consent to jurisdiction and venue in such court for such purposes.
25. The Contractor shall at all times indemnify, keep indemnified, defend and save harmless Town and any of its Mayor, council members, agents, officials, officers, representatives, volunteers and employees from any and all claims, demands, suits, actions, proceedings, loss, costs and/or damages of every kind and description including any attorney's fees and/or litigation expenses which may be brought or made against or incurred by Town on account of loss of or damage to any property or for injuries to or death of any person caused by, arising out of, or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake, or negligence of the Contractor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of this Agreement or arising out of Workers' Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of the Contractor or its subcontractors or claims under similar laws or

## **Florence 12-inch Water Line Augmentation Phase 3B Project**

obligations. The Contractor's obligations under this paragraph shall not extend to any liability caused by the sole negligence of Town or its employees.

In the event that any action or proceeding shall at any time be brought against Town by reason of any claim referred to in this Section, the Contractor, at Contractor's sole cost and upon at least 10 day's written notice from Town, shall defend the same with counsel acceptable to Town, in Town's sole discretion. The Contractor's obligations under this Section shall survive the expiration or earlier termination of this Agreement. Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this Section and shall not be construed in any way to limit the scope and magnitude of this Indemnification, nor shall this Indemnification be construed in any way to limit the scope, magnitude or applicability of the insurance provisions.

26. Pursuant to A.R.S. 35-393.01, the Contractor, by execution of this Agreement, certifies that it is not currently engaged in, and agrees for the duration of this Agreement, to not engage in, a boycott of Israel.
27. All warranties, representations, and indemnification by Contractor shall survive the completion, expiration, or termination of this Agreement for a period of three years.



# Florence 12-inch Water Line Augmentation Phase 3B Project

## Addendum 1b

### INSURANCE REQUIREMENTS

1. **Contractor's Obligation:** Contractor shall secure and maintain, at his or her own expense, until completion of the contract, general liability and property insurance as shall protect Contractor and the Town from claims for bodily injury, personal injury and property damage which may arise because of the nature of the work or from operations under this contract. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.

2. **General Liability Coverage:** Contractor shall have general liability coverage on a per project basis, per occurrence, and in comprehensive form. General liability coverage shall include Products/Completed Operations, Explosion, Underground and Collapse Hazard, Premises, Operations, Contractual, Independent Contractors, Broad Form Property Damage and Personal Injury.

3. **Coverage Amounts:** Contractor shall provide general liability and excess general liability coverage in the following amounts, at a minimum:

**Employer's Liability** \$500,000-\$1,000,000

#### Contractor's 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	\$1,000,000

#### Contractual Liability

a. Bodily Injury:	
Each Accident	\$2,000,000
Annual Aggregate	\$2,000,000
b. Property Damage:	\$2,000,000
Each Accident	\$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

# Florence 12-inch Water Line Augmentation Phase 3B Project

## Addendum 1c

### 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):

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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:

Signature:

Date:

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

# Florence 12-inch Water Line Augmentation Phase 3B Project

**Addendum 1d**

**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.
	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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Municipal Employee

\_\_\_\_\_  
Date

# Florence 12-inch Water Line Augmentation Phase 3B Project

## Addendum 1e

### 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:**

\_\_\_\_\_ 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.

# Florence 12-inch Water Line Augmentation Phase 3B Project

\_\_\_\_\_

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.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Person Authorized to Sign

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
City

\_\_\_\_\_  
State

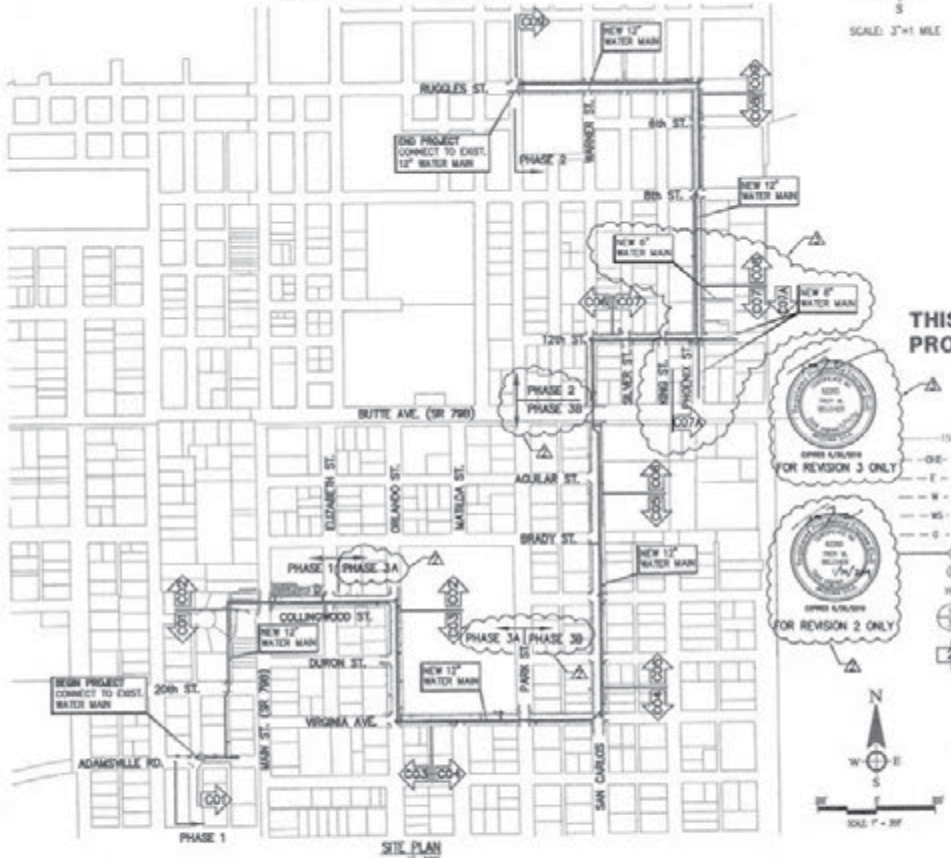
\_\_\_\_\_  
Zip

\_\_\_\_\_  
Title

**GENERAL NOTES**

1. ALL MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF STANDARD SPECIFICATIONS FOR CONSTRUCTION FOR THE TOWN OF FLORENCE, MARICOPA ASSOCIATION OF GOVERNMENTS (M.A.G.) SPECIFICATIONS AND DETAILS, LATEST EDITION, THE ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY BULLETIN NO. 10, AND FINAL COURT.
2. ALL CONSTRUCTION SHALL CONFORM TO TOWN OF FLORENCE, AND THE ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY STANDARDS.
3. THE CONTRACTOR SHALL FURNISH ALL STAKES SET FOR THE LIMITS, LEVELS OR MEASUREMENTS OF THE WORK IN THEIR PROPER PLACES AND IT SHALL BE CERTIFIED BY A "REGISTERED LAND SURVEYOR". ANY EXCESS INCURRED IN REPLACING ANY STAKES WHICH THE CONTRACTOR OR HIS SUBORDINATES MAY HAVE FAILED TO PRESERVE SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CARE, MAINTENANCE, REPAIR OR REPLACEMENT OF EXISTING SURVEYMENTS IN THE WORK AREA WHICH HAVE BEEN REMOVED OR DAMAGED DURING THE COURSE OF CONSTRUCTION. ALL REPAIR, REPLACEMENT, OR CLEANUP SHALL BE DONE TO THE SATISFACTION OF THE OWNER.
5. THE CONTRACTOR IS REQUIRED TO CONTACT "ARIZONA BIT" (1-800-762-5246) 48 HOURS PRIOR TO ANY EXCAVATION TO DETERMINE ADEQUATE UTILITY LOCATIONS.
6. CONTRACTOR SHALL GIVE FORTY-EIGHT (48) HOURS NOTICE WHEN HE SHALL REQUIRE THE SERVICES OF THE ENGINEER OR ANY OTHER PERSON PROPERLY AUTHORIZED FOR SUCH PURPOSE FOR LAYING OUT ANY PORTION OF THE WORK. HE SHALL ALSO DO ALL STAKE HOLES NECESSARY TO ONE LINE AND LEVELS.
7. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FURNISH, HAIL AND APPLY ALL WATER REQUIRED FOR COMPACTING AND THE CONTROL OF DUST FROM CONSTRUCTION ACTIVITY. THE COST THEREOF IS TO BE INCLUDED IN THE GRADING CONSTRUCTION PRICE.
8. DISCREPANCIES OR CONFLICTS BETWEEN VARIOUS ELEMENTS OF THE DRAWINGS, NOTES AND DETAILS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER AND RESOLVED BEFORE PROCEEDING WITH THE WORK.
9. EXISTING UTILITIES ARE SHOWN BASED UPON THE BEST INFORMATION AVAILABLE. CONTRACTOR TO VERIFY LOCATION, SIZE, TYPE AND ELEVATION OF EXISTING UTILITIES PRIOR TO COMMENCING CONSTRUCTION.
10. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE OCCUPATION SAFETY AND HEALTH ADMINISTRATION REGULATIONS.
11. CONTRACTOR SHALL OBTAIN ALL PERMITS REQUIRED BY GOVERNMENTAL AGENCIES.
12. A COPY OF THIS PLAN SHALL BE KEPT IN AN EASILY ACCESSIBLE LOCATION ON THE SITE AT ALL TIMES DURING CONSTRUCTION.
13. IF UNANTICIPATED CONDITIONS ARE ENCOUNTERED DURING THE COURSE OF THE CONSTRUCTION AND ARE BEYOND THE SCOPE OF THE DESIGN, THE CONTRACTOR SHALL SUBMIT THE NECESSARY REVISED OR SUPPLEMENTAL WORKMANSHIP PLANS FOR REVIEW AND APPROVAL BY THE TOWN OF FLORENCE AND THEIR ENGINEER.
14. A QUALIFIED REGISTERED ENGINEER OR LAND SURVEYOR MUST CERTIFY THAT THIS PROJECT WAS CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THE APPROVED PLANS.
15. ALL EXISTING DRAINAGE WALES SHALL BE RESTORED TO EXISTING CONDITIONS AFTER CONSTRUCTION.
16. ALL TRENCHES SHALL BE BACKFILLED AND COMPACTED TO A MINIMUM OF 95% PROCTOR DENSITY.
17. CONTRACTOR SHALL REMOVE ALL EXCESS EXCAVATED MATERIALS, CONSTRUCTION DEBRIS, GRUBBED VEGETATION AND REMOVAL ITEMS CALLED OUT ON PLANS FROM SITE AND LEGALLY DISPOSE OF THESE MATERIALS OFF SITE.
18. ALL PIPE AND FITTINGS SHALL BE APPROPRIATELY MARKED OR COLORED CODES TO INDICATE THAT THE PIPE IS A POSSIBLE WATER PIPE. CONTRACTOR SHALL INSTALL AN 8" OR 10" GAUGE LOCATING WIRE AND WARNING TAPE OVER ALL SEWER MAINS IN ACCORDANCE WITH THE LATEST EDITION OF THE MARICOPA ASSOCIATION OF GOVERNMENT (M.A.G.) UNIFORM STANDARD SPECIFICATIONS AND DETAILS AND TOWN OF FLORENCE UTILITY CONSTRUCTION STANDARDS.
19. ALL CONSTRUCTION AND TEST METHODS SHALL BE IN CONFORMANCE WITH M.A.G. UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION WHICH INCLUDES 800 INCH AND 10-GAUGE LOCATING WIRE AND WARNING TAPE OVER ALL SEWER MAINS IN ACCORDANCE WITH THE LATEST EDITION OF THE MARICOPA ASSOCIATION OF GOVERNMENT (M.A.G.) UNIFORM STANDARD SPECIFICATIONS AND DETAILS AND TOWN OF FLORENCE UTILITY CONSTRUCTION STANDARDS.
20. ALL CONCRETE SHALL COMPLY WITH M.A.G. SPECIFICATION SECTIONS 300 AND 725 AS APPLICABLE, UNLESS OTHERWISE SPECIFIED.
21. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CALCULATE HIS OWN LABORATORY QUANTITIES AND SUBMIT HIS BID BASED THEREON.
22. ALL ORGANIC MATERIAL SHALL BE REACHED WITH CLEARING LIMITS FOR NECESSARY GRADING TO A DEPTH OF SIX (6) INCHES AND LAMINATELY DISPOSED OF PRIOR TO GRADING.
23. THE GEOLOGICAL ENGINEER SHALL OBSERVE, INSPECT AND TEST ALL EARTHWORK OPERATIONS, INCLUDING BUT NOT LIMITED TO CLEARING, GRADING, SURFACE PREPARATION, STRUCTURAL AND TRENCH EXCAVATION AND BACKFILL TOGETHER WITH PLACEMENT AND COMPACTION OF FILL. THE SAID ENGINEER SHALL CERTIFY THAT ALL GRADING OPERATIONS WERE PERFORMED IN ACCORDANCE WITH APPLICABLE STANDARDS.
24. ALL WORK SHALL CONFORM TO GRADING STANDARDS PER TOWN OF FLORENCE ZONING CODE, LATEST EDITION.
25. ALL REVISIONS TO THESE PLANS MUST BE APPROVED BY THE TOWN OF FLORENCE ENGINEER PRIOR TO CONSTRUCTION.
26. THE CONTRACTOR SHALL USE THE FOLLOWING PIPE FOR USE ON THIS PROJECT:  
A) PVC - 30" OR 18" CLASS 150 C-900 UNLESS OTHERWISE CALLED OUT ON THE PLANS.  
B) THE HORIZONTAL DISTANCE BETWEEN A PUBLIC WATER PIPE AND THE GRAVITY MAIN SHALL NOT BE LESS THAN SIX (6) FEET. VERTICAL CLEARANCE BETWEEN THE WATER MAIN AND SIXTY SEWER MAIN SHALL BE A MINIMUM OF TWO (2) FEET. IF THESE CRITERIA CANNOT BE MET, DESIGN CHANGES WILL BE REQUIRED. CONTRACTOR SHALL FIELD VERIFY THE SEPARATION OF EXISTING WATER MAINS AND PROPOSED SEWER MAINS BY PNEUMATIC TESTING THE EXISTING WATER MAINS PRIOR TO CONSTRUCTION AND REPLACEMENT.
27. WARE BACKFILL OF SELECT MATERIAL SHALL BE WAIVED ON TRENCH EXCAVATION MATERIAL WHICH SHALL BE IN ACCORDANCE WITH TOWN OF FLORENCE PUBLIC WORKS DEPARTMENT AND THE LATEST EDITION OF THE MARICOPA ASSOCIATION OF GOVERNMENTS (M.A.G.) UNIFORM STANDARDS AND SPECIFICATIONS.
28. BEDDING SHALL BE SAND IN ACCORDANCE WITH TOWN OF FLORENCE PUBLIC WORKS DEPARTMENT. BEDDING MATERIAL SHALL BE GRANULAR MATERIAL WITH A WEIGHT OF 110 LBS PER CUBIC FOOT. S.F., U.S. SHOULD DRAINAGE WATER OR OTHER UNANTICIPATED SOILS ENCOUNTERED, THE BEDDING SHALL BE WAIVED AS DIRECTED BY THE ENGINEER.
29. CONTRACTOR TO TEST SITE AND FURNISHURE. TRENCHES WITH EXISTING CONDITIONS PRIOR TO ACCEPTING A BID FOR THE PROJECT.
30. CONTRACTOR SHALL REPLACE EXISTING STRIPING, ORDINANCES AND TRAFFIC SIGNALS PER TOWN OF FLORENCE AND THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
31. UPON COMPLETION OF WORK, TRAFFIC CONTROL DEVICES SHALL BE POSTED AND MAINTAINED BY THE CONTRACTOR UNTIL SUCH TIME AS THE WORK IS COMPLETE. ALL WARNING SIGNS, BARRICADES, ETC. SHALL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES ADOPTED BY THE STATE OF ARIZONA PURSUANT TO A.A.S. 28-855.
32. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL HOMES AND BUSINESSES DURING CONSTRUCTION.
33. THE CONTRACTOR SHALL CONTACT UTILITY COMPANIES PRIOR TO BEGINNING CONSTRUCTION ADJACENT TO EXISTING TRENCHES.
34. SEE SHEET C-10 FOR SURVEY POINT TABLE.

**TOWN OF FLORENCE  
12" WATER LINE AUGMENTATION  
WATER PLANS**



**THIS PROJECT**

**LOCATION MAP**  
A PORTION OF SECTIONS 1&2  
T-3-S, T-3-E,  
SECTION 36  
T-4-S, T-3-E-C,  
SECTION 1  
GROOM PHAL COUNTY, ARIZONA

**LEGEND**

- 1500 --- EXISTING CONTOUR
- O-E- --- EXISTING OVERHEAD UTILITY LINE
- E- --- EXISTING ELECTRIC LINE
- W- --- EXISTING WATER MAIN AND VALVE
- S- --- EXISTING WATER SERVICE
- G- --- EXISTING GAS MAIN
- NEW WATER MAIN AND VALVE
- NEW AIR RELEASE VALVE
- HORIZONTAL CONTROL POINT
- DETAIL NUMBER SHEET NUMBER
- SHEET INDEX NUMBER
- SURVEY MON
- FIRE HYDRANT
- POWER POLE
- SANITARY SEWER MANHOLE
- EXISTING EDGE OF PAVEMENT
- EXISTING CHAIN LINK FENCE
- EXISTING WIRE FENCE
- EXISTING BLOCK WALL
- NEW WATER TE-OVER
- ABANDON WATER MAIN

**SHEET INDEX**

- G-01 COVER SHEET AND GENERAL NOTES
- G-02 TOWN OF FLORENCE NOTE SHEET
- C-01 **PLAN AND PROFILE SHEET**
- C-02 **PLAN AND PROFILE SHEET**
- C-03 **PLAN AND PROFILE SHEET**
- C-04 **PLAN AND PROFILE SHEET**
- C-05 **PLAN AND PROFILE SHEET**
- C-06 **PLAN AND PROFILE SHEET**
- C-07 **PLAN AND PROFILE SHEET**
- C-08 **PLAN AND PROFILE SHEET**
- C-09 **PLAN AND PROFILE SHEET**
- C-10 DETAIL SHEET
- C-11 PAVEMENT REPLACEMENT PLAN

**BASES OF BEARING**

THE BASIS OF BEARING FOR THIS PROJECT POINT #322 (POINT TABLE) NORTH QUARTER CORNER OF SECTION 1 TO POINT #373 (POINT TABLE) CENTER QUARTER CORNER OF SECTION 1, BEARING 300°04'46" DISTANCE OF 2586.67'.

**BASES OF ELEVATION**

THE BASIS OF ELEVATION (MONUMENT) HAS DESIGNATION = G 384 FID - DUBBLE ELEVATION RANG 88 = 1482.67; FIELD LOCATION POINT #384 (POINT TABLE).

**ACCEPTED:**

TOWN OF FLORENCE, TOWN ENGINEER  
TOWN OF FLORENCE, FIRE MARSHAL

**ADEQ WATER NOTES:**

1. ALL WATERLINES AND FITTINGS SHALL HAVE NATIONAL SANITATION FOUNDATION (NSF) SEAL AND COMPLY WITH A.A.C. R-18-4-213-C STANDARDS.
2. ALL MATERIALS AND PRODUCTS USED IN THE DRAINING WATER SYSTEM SHALL CONFORM TO NSF STANDARDS.
3. CONSTRUCTION MATERIALS USED IN THE WATER SYSTEM SHALL BE LEAD FREE AS IN ACCORDANCE WITH A.A.C. R18-5-304 AND R18-5-101.
4. WATER LINES SHALL BE PRESSURE AND LEAKAGE TESTED IN ACCORDANCE WITH A.R.M.A. C900-48.
5. PRESSURE AND LEAKAGE TESTING RESULTS MUST BE PROVIDED WITH THE APPROVAL OF CONSTRUCTION (AOC) APPLICATION IN ORDER FOR THE AOC PERMIT TO BE ISSUED. DATA REQUIRED FOR THE ENGINEERING CERTIFICATE OF COMPLETION (ECC) AND THE AOC CAN BE FOUND AT <http://www.adeq.gov/whr/wtr/whr/whr/whr/whr.pdf>
6. WATER LINES SHALL BE INSPECTED BY CHALMERS IN ACCORDANCE WITH A.R.M.A. C900 STANDARD AND A.D.E.Q. BULLETIN NO. 8.
7. DISINFECTION RESULTS FROM AN ARIZONA STATE ACCREDITED LABORATORY MUST BE APPROVED WITH THE APPROVAL OF CONSTRUCTION (AOC) APPLICATION IN ORDER FOR THE AOC PERMIT TO BE ISSUED.
8. WATER/SURFACE LINE SEPARATION SHALL BE IN ACCORDANCE WITH A.A.C. R-18-5-302.C.
9. ALL FITTINGS, VALVES, FLEXIBLE COUPLINGS, AND REPAIR CLAMPS SHALL BE ENCASED WITH A 10 MI. POLYETHYLENE IN ACCORDANCE WITH A.R.M.A. C-105 METHOD C.

**MATERIAL QUANTITY LIST**

ITEM	PHASE 1 QTY	PHASE 2 QTY	PHASE 3A QTY	PHASE 3B QTY
12" PVC PIPE	1,640 LF	3,000 LF	1,764 LF	1,570 LF
12" CPV PIPE	30 LF	90 LF	80 LF	80 LF
6" CPV PIPE	83 LF	153 LF	134 LF	177 LF
12" GATE VALVE, BNC	4 EA	11 EA	10 EA	6 EA
6" GATE VALVE, BNC	3 EA	9 EA	8 EA	6 EA
12" TAPPING SLEEVE	1 EA	1 EA	1 EA	1 EA
6" TAPPING SLEEVE	1 EA	1 EA	1 EA	1 EA
NEW FIRE HYDRANT	1 EA	2 EA	1 EA	0 EA
SERVICE TE OVERS	30-30	17 EA	1 EA	20 EA
3/4" JACO AND SORE	30-30	400-400	1 EA	103 LF
1" COMBINATION AIR RELEASE VALVE	1 EA	4 EA	4 EA	2 EA
PAVEMENT PATCH / REPLACEMENT	330 SY	1,600 SY	800 SY	8,000 SY
6" GATE VALVE, BNC	1 EA	1 EA	1 EA	1 EA
6" PVC PIPE	510 LF	180 LF	180 LF	180 LF
6" PVC PIPE	180 LF	180 LF	180 LF	180 LF



FORMED BY: [ ]  
DRAWN BY: [ ]  
CHECKED BY: [ ]  
SCALE: [ ]  
PROJECT NAME: [ ]  
DATE: [ ]  
SHEET NO.: [ ]  
SHEET TOTAL: [ ]

WestLand Resources  
4001 E. Paradise Falls Drive  
Tucson, Arizona 85711  
(520) 706-9500

REVISIONS

TOWN OF FLORENCE  
12" WATER LINE AUGMENTATION  
WATER PLANS  
COVER SHEET AND GENERAL NOTES

PLAN DATE: DECEMBER 01, 2017  
PROJECT NUMBER: 486.00-A-8000  
SHEET NO.: [ ]  
G-01  
1 OF 13

**TOWN OF FLORENCE NOTES**

1. GENERAL NOTES: CONSTRUCTION INSPECTION AND TESTING  
 A. ALL PUBLIC IMPROVEMENT CONSTRUCTION WITHIN THE TOWN OF FLORENCE PUBLIC ROW AND DRIVE SHALL BE CONDUCTED IN ACCORDANCE WITH, AND CONFORM TO, THE LATEST EDITION OF THE UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION AND UNIFORM STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION, BOTH AS PUBLISHED BY THE MARICOPA ASSOCIATION OF GOVERNMENTS (MAG).

B. INSPECTION OF WORK PER MAJ 105.10: THE ENGINEER SHALL BE PERMITTED TO INSPECT ALL WORK ON LAND EACH PART OR DETAIL OF THE WORK AT ANY TIME FOR THE PURPOSE OF EXPEDITING AND FACILITATING THE PROGRESS OF WORK. HE SHALL BE FURNISHED WITH SUCH INFORMATION AND ASSISTANCE BY THE CONTRACTOR, AS IS REQUIRED TO MAKE A COMPLETE AND DETAILED INSPECTION. THE TOWN ENGINEER REQUESTS THAT THE ACTUAL TEST RESULT DATA SHEET APPROVED BY THE CONTRACTOR BE SUBMITTED TO THE TOWN'S INSPECTOR. PAGES/FLY SHEETS ARE NOT ACCEPTABLE WITHOUT THE ATTACHED DATA SHEET FAILURE TO SUBMIT THE TEST RESULT DATA SHEETS WILL RESULT IN AN INCOMPLETE SUBMITTAL AND THE TEST WILL BE REJECTED.

C. IN THE EVENT OF CONFLICT BETWEEN MAG STANDARD SPECIFICATIONS AND DETAILS AND THESE PLANS, THESE PLANS SHALL PREVAIL.

D. THE OFFICE OF THE TOWN ENGINEER SHALL BE NOTIFIED AT LEAST FORTY-FOUR (48) HOURS PRIOR TO THE COMMENCEMENT OF ANY WORK WITHIN THE TOWN OF FLORENCE ROW. TELEPHONE: 520-868-7617.

E. CONTRACTOR IS TO NOTIFY ALL PUBLIC UTILITIES AT LEAST TWO (2) BUSINESS DAYS PRIOR TO CONSTRUCTION FOR FIELD LOCATIONS OF THEIR RESPECTIVE FACILITIES, BY CONTACTING THE FOLLOWING BLUE STAKE: 1-800-782-5348.

F. CONTRACTOR SHALL IDENTIFY, COORDINATE AND MAKE ARRANGEMENTS FOR RELOCATION OF ANY UTILITIES CONFLICTING WITH THE PROPOSED CONSTRUCTION OF THESE PLANS, WITH THE APPROPRIATE UTILITY.

G. IDENTIFICATION, REMOVAL AND REPLACEMENT OF ALL TREES, SHRUBS, VEGETATION, MISCELLANEOUS STRUCTURES, SIGNAGE, PUBLIC UTILITY AND OTHER UTILITIES WITHIN THE LIMITS OF CONSTRUCTION SHALL BE AT THE CONTRACTOR'S EXPENSE.

H. ALL CONCRETE SIDEWALKS, DRIVEWAYS, APPROX, CROSS-PAVES, VALLEY CUTTER, CURBS AND GUTTERS LANDSCAPING AND IRRIGATION THAT MAY BE DAMAGED DURING THE COURSE OF CONSTRUCTIONS SHALL BE REPAIRED AND REPLAZED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE. SHORING IS TO BE INSTALLED ON A THREE FOOT 6 TO 15 TO BE USED, IN ALL TRENCHES IN EXCESS OF FIVE (5) FEET IN DEPTH. A REGISTERED CIVIL ENGINEER OR SOILS ENGINEER SHALL VERIFY SHORING INSTALLATION PLANS, DETAILS AND SPECIFICATIONS. SHORING MUST CONFORM TO OSHA 29 CFR, PART 1926, AND SUBPART D.

I. CONSTRUCTION TESTING IS REQUIRED AND MUST BE PERFORMED IN THE PRESENCE OF A REPRESENTATIVE OF THE TOWN ENGINEER.

J. BACKFILL BACKFILL WITHIN THE PUBLIC UTILITY EASEMENTS AND WITHIN PUBLIC STREET ROW SHALL BE COMPACTED TO 95% OF MAXIMUM THEORETICAL DENSITY PER ASTM D698. ALL MATERIALS OUTSIDE THE MOISTURE LIMIT SHALL BE CONSIDERED UNSUITABLE, AND SUBJECT TO REMOVAL. NO HYDRAULIC COMPACTOR OF WATER JET COMPACTOR WILL BE ALLOWED. ALL COMPACTOR MUST BE DONE BY MECHANICAL MEANS. MOISTURE LIMIT SPEC: 2.0 PERCENT BELOW OPTIMUM MOISTURE. MATERIAL SHALL BE UNIFORM.

K. SUB GRADE: SUB-GRADE PREPARATION FOR ALL NEW STREETS AND ROADWAYS SHALL CONSIST OF SCARPING AND LOOSENING SUB-GRADE TO A DEPTH OF SIX (6) INCHES. SUB-GRADE SHALL BE CONSTRUCTED TO ACHIEVE UNIFORM MOISTURE CONTENT BY THE ADDITION OF WATER AND COMPACTED TO 95% OF MAXIMUM DENSITY. MOISTURE SHALL BE MAINTAINED BETWEEN OPTIMUM AND 40% BELOW OPTIMUM MOISTURE AND SHALL BE COMPACTED TO 95% OF MAXIMUM THEORETICAL DENSITY, AS DETERMINED BY ASTM D698. ALL MATERIALS OUTSIDE THE MOISTURE LIMIT AT THE TIME OF PLACEMENT AND COMPACTOR SHALL BE CONSIDERED UNSUITABLE AND SUBJECT TO REMOVAL. THE FINISHED SURFACE OF THE SUB-GRADE SHALL NOT VARY FROM THE GRADES ESTABLISHED BY THE TOWN ENGINEER BY MORE THAN .024 OF A FOOT ABOVE OR BELOW SPECIFIED GRADE.

L. GRADING OF AGGREGATE BASES AND AGGREGATE SUB-BASE SHALL BE AS FOLLOWS: AGGREGATE MATERIALS SHALL HAVE WATER ADDED TO THEM AND SHALL BE MOIST AND PROCEEDED TO PRODUCE A UNIFORM BLEND OF MATERIAL. BEFORE PLACEMENT, AFTER PROCESSING, THE MATERIAL SHALL BE PLACED AND SPREAD ON THE PREPARED SUB-GRADE AND SHALL BE PLACED IN A UNIFORM LAYER OF LAYERS NOT EXCEEDING SIX (6) INCHES IN COMPACTED DEPTH, UNLESS OTHERWISE APPROVED IN WRITING BY THE TOWN ENGINEER. EACH LAYER OF AGGREGATE SHALL BE COMPACTED TO A DENSITY OF NOT LESS THAN 90% OF THE MAXIMUM DENSITY. THE FINISHED SURFACE OF THE SUB-GRADE SHALL NOT VARY FROM THE GRADES ESTABLISHED BY THE TOWN ENGINEER BY MORE THAN .024 OF A FOOT ABOVE OR BELOW SPECIFIED GRADE.

M. COMPACTOR TESTING FOR SUB-GRADE WILL BE DONE AFTER THE SUB-GRADE HAS BEEN STRUNG LINED AND IS WITHIN TOLERANCE AND ACCEPTED BY THE TOWN ENGINEER. THE TOWN ENGINEER OR HIS REPRESENTATIVE WILL DETERMINE THE NUMBER AND LOCATION OF DENSITY TESTS. ALL SUB-GRADES SHALL HAVE A BLUE-TOF ELEVATION SET TO FINISHED GRADE AND LEFT AND RIGHT EDGES OF PAVEMENT, AND CENTERLINE OF ROADWAY.

N. ONE (1) SAND CONE TEST SHALL BE REQUIRED FOR EVERY TEN (10) NUCLEAR DENSITY TESTS PERFORMED, OR WHEN REQUESTED BY THE TOWN ENGINEER OR HIS REPRESENTATIVE. THE TOWN ENGINEER OR ENGINEER'S REPRESENTATIVE SHALL DETERMINE THE LOCATIONS OF THESE SAND CONE TESTS.

O. ALL MATERIALS, INCLUDING BUT NOT LIMITED TO AGGREGATE BASE COURSE, BORROW MATERIAL AND NATIVE MATERIAL, WILL BE ACCEPTED IN PLACE ONLY. TESTING REQUIRED FOR ACCEPTANCE WILL INCLUDE A SIEVE ANALYSIS AND PLASTICITY INDEX. (P.I.) ONE POINT PROCTOR TEST WILL BE ACCEPTED.

P. THE BASE COURSE SHALL NOT BE PLACED ON SUB-GRADE UNLESS THE TOWN ENGINEER HAS ACCEPTED THE SUB-GRADE. ALL MATERIALS WILL BE ACCEPTED IN PLACE ONLY. CONSTRUCTION DENSITIES WILL BE TYPE I BACKFILL MATERIAL (SECTION 601.4.4) IS MODIFIED TO INCLUDE AREAS UNDER THE PAVEMENT, ROW AND EASEMENTS FOR ALL TRENCHES INCLUDING SEWER, WATER, ELECTRIC, AND GAS. TELEPHONE, AND STORM DRAINS. MOISTURE SPEC: 2.0 PERCENT BELOW OPTIMUM MOISTURE COMPACT TO 95% OF MAXIMUM THEORETICAL DENSITY. ALL MATERIALS OUTSIDE THE MOISTURE SPEC-LIMIT SHALL BE CONSIDERED UNSUITABLE, SUBJECT TO REMOVAL AND MATERIAL SHALL BE UNIFORM.

Q. THE LOCATION OF ALL SEWER STUB-OUTS SHALL BE STAMPED ON THE TOP OF VERTICAL CURBS, AND FACE OF ROLLED CURBS, WITH A FOUR (4) INCH HIGH LETTERS (6" X 6").

R. ALL CURB, GUTTER AND SIDEWALK EXPANSION JOINT FILLER WILL BE A BITUMINOUS PRE-MIXED ALL EXPANSION JOINT FILLER SHALL NOT EXCEED A MAXIMUM OF (30) FEET OR AS DIRECTED BY THE TOWN ENGINEER. CONCRETE CURING COMPOUND MATERIAL SHALL BE A WHITE PIGMENT MEMBRANE USED ON ALL CONCRETE STRUCTURES INCLUDING CURBS & GUTTERS, SIDEWALKS, HEADWALLS, GATCH BASINS AND SIDEWALK BARRIERS.

S. PAVING WILL NOT COMMENCE UNTIL AGGREGATE BASE COURSE COMPACTOR AND CRACKING TESTS ARE COMPLETED AND THE TOWN ENGINEER ACCEPTS THE RESULTS.

T. USFS CLUSTER MAP, BOX LOCATIONS MUST BE PRE-DETERMINED AND NOTED ON THE CIVIL PLANS FOR GRADING AND PAVING. ALSO CLUSTER BOXES TO BE LOCATED IN CONSTRUCTION NOTES. CLUSTER BOX LOCATIONS SHOULD BE SHOWN ON THE "GENERAL BOUNDARY/ADJACENT/STREET/UTILITY PLAN".

U. MEDIAN CURB & GUTTER BARS MUST BE PAINTED YELLOW WITH REFLECTIVE GLASS BEADS, PER M. A. G. 97-123, AND HAVE YELLOW PAVEMENT REFLECTORS INSTALLED AFTER THE PAINTING IS COMPLETE.

**2. GRADING NOTES**

A. APPROVED GEO-TECHNICAL REPORT BY QUALITY TESTING INC. DATED OCTOBER 30, 2017. JOB NUMBER: # 17046.00.

B. THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH ALL NECESSARY REGULATIONS AND REQUESTS BY THE TOWN AND FINAL COUNTY REGARDING SUD CONTROL.

C. REMOVAL OF ALL CAESR AND NATIVE PLANTS SHALL BE IN ACCORDANCE WITH THE PROVISIONS OF THE "ARIZONA NATIVE PLANT LAW" A.R.S. CHAPTER 7.

D. CONTRACTOR MUST KEEP PUBLIC STREETS CLEAR OF SOIL, MUD, AND DEBRIS AT ALL TIMES.

E. CONTRACTOR MUST PREVENT DAMAGE TO DRAINAGE DURING GRADING CONSTRUCTION.

F. CONTRACTOR MUST CORRECT ANY DAMAGE TO PUBLIC OR PRIVATE PROPERTY THAT RESULTS FROM WORK DONE UNDER THE APPROVAL OF THE GRADING PERMIT.

G. IF SITE GRADING TOTALS MORE THAN ONE-TENTH (0.1) ACRE, CONTRACTOR MUST OBTAIN A FINAL COUNTY SUD CONTROL PERMIT. IF GRADING EXCEEDS ONE (1) ACRE, THIS ACTIVITIES APPLICABLE AND CONTRACTOR MUST SUBMIT A NO TO ADO AND PREPARE A STORM WATER MANAGEMENT PLAN ACCEPTABLE TO ADO.

H. ALL ON-SITE GRADING MUST COMPLY WITH CHAPTER 70 OF THE UNIFORM BUILDING CODE.

I. ALL GRADING IN THE PUBLIC ROW MUST COMPLY WITH MAG SPECIFICATIONS AND STANDARD DETAILS. THE ENGINEER'S APPROVED PLANS AND SPECIFICATIONS FOR THE PROJECTS, AND THE SOILS ENGINEER'S GEOLOGICAL REPORT FOR THE PROJECT, SURVEYORS WILL SET CONSTRUCTION STATIONS, STAKES, ESTABLISHING LINES AND GRADES FOR ROAD WORK, CURBS, GUTTERS, SIDEWALKS, STRUCTURES AND CENTERLINES FOR UTILITIES AND NECESSARY APPURTENANCES AS SETTING NECESSARY, AND WILL FURNISH THE CONTRACTOR WITH ALL NECESSARY INFORMATION RELATING TO THE GRADES. THESE STAKES AND MARKS SHALL CONSTITUTE THE FIELD CONTROL, AND IN ACCORDANCE WITH WHICH THE CONTRACTOR SHALL ESTABLISH OTHER NECESSARY CONTROLS AND PERFORM THE WORK. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR THE PRESERVATION OF ALL STAKES AND MARKS, AND IF THE CONTRACTOR HAS CARELESSLY OR WILLFULLY DESTROYED THE CONSTRUCTION STAKES OR MARKS, THE COST FOR REPLACING THEM WILL BE CHARGED AGAINST HIM.

J. NO MINIMUM FLOOR ELEVATION SHALL BE LOWERED UNLESS APPROVED BY THE TOWN ENGINEER.

K. ANY SLOPE THAT IS STEEPER THAN 3:1 SHALL BE RIP-RAPPED OR SHALL BE REVEGETATED.

L. THE CONTRACTOR SHALL PROVIDE A LEVEL BOTTOM (1/4" - 1/8") IN ALL RETENTION BASINS. AT THE ELEVATIONS SHOWN ON THE PLANS. RETENTION BASIN SIDE SLOPES SHALL NOT EXCEED 4:1, UNLESS APPROVED BY THE TOWN ENGINEER AND NOTED ON THE PLANS.

M. RETENTION BASIN PERCOLATION TESTS SHALL BE PERFORMED AFTER GRADING IS COMPLETED AND PRIOR TO LANDSCAPING. PERCOLATION TESTS SHALL BE SUBMITTED TO THE TOWN ENGINEER. RECOMMENDATIONS REGARDING NUMBER OF DRYWELLS REQUIRED TO MEET THE REQUIREMENTS OF THE TOWN CODE WILL BE PROVIDED TO THE TOWN ENGINEER FOR APPROVAL, AND THE FINAL NUMBER OF DRYWELLS REQUIRED SHALL BE DETERMINED BY THESE TESTS. AFTER THE FIRST DRYWELL INSTALLATION A CONSTANT HEAD PRESSURE TEST WILL BE REQUIRED. THE DESIGN ENGINEER SHALL PROVIDE THE TOTAL NUMBER OF DRYWELLS REQUIRED AND SUBMIT THE CALCULATIONS TO THE TOWN ENGINEER. DRYWELLS REQUIRE A PERMIT FROM THE ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY AND ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY DRYWELL REGISTRATION NUMBERS SHALL BE NOTED ON THE AS-BUILT PLANS.

N. GRADING PLAN AS-BUILTS: AS-CRATED CERTIFICATION OF THE ON-SITE GRADING BY THE DESIGN ENGINEER IS REQUIRED PRIOR TO FINAL ACCEPTANCE OF ANY ON-SITE GRADING OR DRAINAGE IMPROVEMENTS. AS-BUILT DRAWINGS OF THE PUBLIC IMPROVEMENTS BY THE DESIGN ENGINEER ARE REQUIRED PRIOR TO FINAL ACCEPTANCE OF THE PUBLIC IMPROVEMENTS. AS-BUILT GRADING PLANS SHALL BE PREPARED BY THE DESIGN ENGINEER AFTER GRADING IS COMPLETED. THESE SHALL INCLUDE BUT NOT BE LIMITED TO: AS-BUILT ELEVATIONS FOR FINISHED PAVEMENT, ALL SEWER PROPERTY CORNERS, TOP OF CURB AT ALL PROPERTY LINES, RETENTION BASIN BOTTOMS, SMOULDS, BERMS AND PERMETER LANDSCAPE EASEMENTS, ANY AND ALL DEVIATIONS FROM THE APPROVED PLANS AT THE TIME OF COMPLETION OF MASS GRADING. IF ANY DRYWELLS HAVE BEEN INSTALLED, ADO DRYWELL REGISTRATION NUMBERS MUST BE MADE PART OF THE AS-BUILT PLANS.

**3. STORM SEWER NOTES**

A. OUT-OF WALLS WITH A MINIMUM DIMENSION OF 1'-6" SHALL BE USED AT ALL SPOPPERS, AND REINFORCERS OF BRIPRAP AND CONCRETE STORM DRAINAGE COLLECTORS AND CONCRETE SPILLWAY BEHIND SCOPERS IF MINIMUM.

B. GROUND RAINFALL SHALL BE PLACED ON ALL SPOPPERS ABOVE SPILLWAYS.

C. WAGED TRASH RINGS ARE REQUIRED AT ALL INLETS AND OUTLETS OF STORM SEWER HEAD WALLS FOR ALL PIPES 12" (INCHES) IN DIAMETER AND LARGER.

D. REINFORCED CONCRETE PIPE (RCP) SHALL BE PLACED PER MANUFACTURER'S SPECIFICATIONS AND IN ACCORDANCE WITH MAG.

E. ALL BRIPRAP SHALL BE GROUNDED.

F. "U-TYPE" HEADWALLS WITH WING WALLS PER MAG STD. DET. 501-3 OR 501-4 ARE REQUIRED FOR ALL SPICED STORM WATER PIPE.

G. WHOLEHOLE CONCRETE COLLAR SHALL BE 1' FOOT DEEP AND 1' FOOT WIDE OUTSIDE OF ROW CASTING. COLLAR SHALL BE USED IN UNPAVED AS WELL AS PAVED AREAS.

H. RETENTION BASINS SHOULD BE CONSTRUCTED WITH A TWO-FOOT (2') BENCH AT TOP PRIOR TO START OF SLOPE.

I. ALL OLF AND RCP PIPE JOINTS SHALL BE JOINED WITH AN "O" RING OR GASKET TYPE WATERSTOP SEAL.

J. ANY STORM DRAINS CROSSING PAVED TOWN STREETS REQUIRE A.B.C. BEDDING MINIMUM FOUR (4) INCHES BELOW AND ONE (1) FOOT ABOVE THE TOP OF THE PIPE. ALL STORM PIPES WITHIN TOWN ROW SHALL BE RISER.

K. CONSTRUCTION OF STORM DRAIN REQUIRES FOUR (4) INCHES A.B.C. BEDDING PER MAG SPEC. 702. REINFORCED CONCRECTION TO 80% TYPICAL-REINFORCED CONCRETE BOX COLLECTORS SHALL BE CONSTRUCTED PER A.D.O. STANDARDS AND SPECIFICATIONS, TYPICAL, UNLESS OTHERWISE SPECIFIED IN CONSTRUCTION PLANS SUBMITTED.

L. CONSTRUCTION OF WHOLEHOLE FOUNDATIONS FOR ALL STORM SEWER BASES SHALL BE PER MAG SECTIONS 505 AND 725.

M. STORM PLAN AS-BUILTS: AS-BUILT STORM SEWER PLANS PREPARED BY THE DESIGN ENGINEER SHALL INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING: TOP OF CURB (T.O.C.) ELEVATIONS AT BOTH ENDS OF EACH SCOURER AND GUTTER AT CENTER OF FLOW-LINE OF EACH SCOURER, INLET AND OUTLET INVERTS, HEADWALL TOP ELEVATIONS AND INVERTS, GROSS-PAV AND VALLEY CUTTER FLOW LINES ELEVATIONS, STORM WASHWALL INW AND INVERT ELEVATIONS, DRYWELL INW ELEVATIONS, PIPE DIMENSIONS AND LENGTHS, AND ANY AND ALL DEVIATIONS FROM APPROVED DRAWINGS.

N. PAVING NOTES:  
 A. ALL GRADING, EXCAVATION, PAVING, TRENCHING, PIPE BEDDING AND BACKFILL SHALL COMPLY WITH THE RECOMMENDATIONS SET FORTH IN THE SOILS (GEO-TECHNICAL) REPORT FOR THIS PROJECT AND THE REFERENCED REQUIRED SPECIFICATIONS AND DETAILS. SOILS REPORT AND PAVEMENT DESIGN WERE PREPARED BY: QUALITY TESTING INC. DATED: OCTOBER 30, 2017, JOB NO. # 17046.00.

B. THE CONTRACTOR SHALL VERIFY THE LOCATIONS, ELEVATIONS AND HORIZONTAL CONTROLS OF ALL EXISTING UTILITIES AT POINT OF TIE-IN PRIOR TO COMMENCING ANY NEW CONSTRUCTION. SHOULD ANY LOCATION, ELEVATION OR CONTROL DIFFER FROM THAT SHOWN ON THESE PLANS, THE CONTRACTOR SHALL CONTACT THE OWNER'S AGENT.

C. THE CONTRACTOR SHALL GIVE MINIMUM 72-HOURS NOTICE TO THE TOWN ENGINEER PRIOR TO ANY CONSTRUCTION ACTIVITY WITHIN THE ROW.

D. THE TOWN ENGINEER, OR HIS/HER AUTHORIZED REPRESENTATIVE, MUST APPROVE ALL PLAN REVISIONS IN WRITING PRIOR TO CONSTRUCTION OF ANY CHANGES TO APPROVED PLANS.

E. UPON COMMENCEMENT OF WORK, TRAFFIC CONTROL DEVICES PER THE APPROVED TRAFFIC CONTROL PLAN (TOP) SHALL BE POSTED AND MAINTAINED BY THE CONTRACTOR UNTIL SUCH TIME AS WORK IS COMPLETE.

F. REMOVAL AND RELOCATION OF ALL WALLS, FENCES, SIGNS, GATES, POSTS, PIPES, ETC., WITHIN THE ROW AND CONSTRUCTION LIMITS SHALL BE DIRECTED BY THE TOWN ENGINEER.

G. 25 MPH SPEED LIMIT SIGNS SHALL BE LOCATED AT ALL ENTRANCES INTO A RESIDENTIAL SUBDIVISION DEVELOPMENT. 25 MPH SIGN FOR COLLECTORS SHALL BE LOCATED PER THE PLANS.

H. CONCRETE COLLARS, ON ALL UTILITY AND SURVEY MONUMENT FRAME ADJUSTMENTS, ARE TO BE INSTALLED FLUSH WITH THE PROPOSED OR EXISTING PAVEMENT. CONTRACTOR SHALL PROVIDE LOCATION OF ANY EXISTING PRE-EXISTING SURVEY MONUMENTS, AND PROVIDE FOR RE-INSTALLATION OF SUD SURVEY MONUMENT.

I. PAINT FOR PAVEMENT MARKING AND STRIPING SHALL BE THERMAL STRIPING APPLIED IN A SINGLE COAT AT A RATE OF 100 TO 150 SQ FEET PER GALLON WITH REFLECTIVE BEADS INCLUDED.

J. STREET CUTS ON ASPHALT PAVEMENT: CUT EXISTING PAVEMENT AT ONE (1) FOOT FROM THE UTILITY TRENCH CUT. PER MAG DETAIL 300 TYPE (1) TOP. TACK EDGES (SUDS ALLOW PER MAG) SHALL BE SECTIONED ASPHALT CONCRETE (NOT MASH ASPHALT CONCRETE) SHALL BE TESTED FOR COMPACTION TO 90%. THE CONTRACTOR, AT THEIR EXPENSE, WILL MAKE A PRIVATE LAB CORE SAMPLE AND RUN A MARSHALL FOR COMPACTION TEST FOR ACCEPTANCE ON ALL STREET CUTS. ALL REPLACEMENT PAVEMENTS SHALL MATCH EXISTING, UNLESS AUTHORIZED IN WRITING BY THE TOWN ENGINEER.

K. ALL CONSTRUCTION AND TEST METHODS SHALL BE IN CONFORMANCE WITH THE TOWN OF FLORENCE AND MARICOPA ASSOCIATION OF GOVERNMENTS (MAG) UNIFORM STANDARDS SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS CONSTRUCTION, LATEST EDITION.

L. ASPHALTIC CONCRETE SHALL CONFORM TO MAG USED SECTION 710 MAG SPECIFICATIONS.

M. ALL CONCRETE SHALL COMPLY WITH MAG SECTION 725, CLASS-A 3000-PSI COMPRESSIVE STRENGTH AT 28 DAYS, UNLESS OTHERWISE SPECIFIED IN CONSTRUCTION PLANS. CONTRACTOR SHALL SUPPLY MIX DESIGN TO THE TOWN ENGINEER FOR APPROVAL PRIOR TO PLACEMENT. CONTRACTOR SHALL SUPPLY A COPY OF EACH BATCH TICKET TO THE TOWN ENGINEER OR HIS REPRESENTATIVE.

N. A COPY OF THE TOWN APPROVED PLANS MUST BE KEPT ON-SITE AT ALL TIMES, DURING THE COURSE OF CONSTRUCTION.

O. ALL NEWLY CONSTRUCTED PAVEMENTS SHALL RECEIVE AN APPLICATION OF SEALANT (SEAL), APPROVED IN ADVANCE BY THE TOWN ENGINEER AND PRIOR TO ACCEPTANCE INTO A WARRANTY PERIOD. IRRADIANT REFLECTORS SHALL BE INSTALLED AFTER THE APPLICATION OF THE SEALANT.

P. IN THE EVENT OF ANY DISPUTE BETWEEN THESE PLANS AND MAG STANDARD SPECIFICATIONS, THESE APPROVED PLANS SHALL PREVAIL.

Q. THE CONTRACTOR IS RESPONSIBLE FOR FINAL ADJUSTMENT OF ALL MANHOLES, VALVES, CLEAN-OUTS, WATER METER BOXES, J-BOBS, ETC. AND RESTORATION OF CONSTRUCTION SITE TO MAG STANDARDS, INCLUDING ROW GRADING.

R. DENSITY TESTING OF A/C MIX PRIOR TO PLACEMENT IS REQUIRED AND RESULTS ARE TO BE DELIVERED TO THE TOWN ENGINEER OR HIS REPRESENTATIVE PRIOR TO PAVING.

S. ROLLING PATTERNS REQUIRED BY THE GEO-TECHNICAL TESTING FIRM SHALL ALSO BE SUPPLIED TO THE TOWN ENGINEER'S REPRESENTATIVE.

T. CORE TESTING OF NEWLY CONSTRUCTED ASPHALT CONCRETE SURFACES WILL BE REQUIRED AT THE DISCRETION OF THE TOWN ENGINEER. CORE TESTS ARE MANIFESTED, ALONG WITH SUPPORTING MANHOLE TEST RESULTS, FOR ALL EXISTING ROADWAYS WHERE STREET CUTS ARE NECESSARY.

U. PROTECTION OF VALLEY CUTTERS, CROSS-PAVES AND APPROX DURING PAVING OPERATIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND ALL DAMAGED CONCRETE SHALL BE REPLAZED PRIOR TO ACCEPTANCE.

V. TACK SEAL SHALL BE REQUIRED BETWEEN LIFTS UNLESS SECOND LIFT IS APPLIED ON THE SAME DAY AS FIRST LIFT AND ALL VERTICAL CONCRETE SURFACES PRIOR TO PLACEMENT OF ASPHALT. THE REPAIRMENT ALSO APPLIES TO VERTICAL ASPHALTIC CONCRETE SURFACES AND AT ALL JOINTS OF NEW LIFTS.

W. THE SURVEYOR SHALL PROVIDE INSTALLATION AND STRADDLING OF MANHOLES (ONCE STAMPED) SHALL BE PART OF THE AS-BUILT PLANS.

X. STREET SIGN BASES, POLES AND SIGNS SHALL BE INSTALLED PRIOR TO THE FINAL WALK-THROUGH AND ACCEPTANCE INTO ANY WARRANTY PERIOD.

Y. ALL MARKING, REGULATORY AND STREET NAME SIGNS MUST BE MANUFACTURED BY "WEST 31-888-884-TYPE IS SHEET". ALL OTHER SIGNS MUST BE MANUFACTURED WITH "WEST 31-888-884-TYPE IS SHEET" WHICH WILL BE ATTACHED TO THE STANDARD SIGN ALUMINUM PLATES. SIGN MARKING SHALL BE IN COMPLIANCE WITH THE REFLECTIVE SHEETING MANUFACTURER'S MATCHED COMPONENT SYSTEM. SIGN MARKING SHALL CONSIST OF AN AGRULAC BRAND ELECTRONIC FLUOR ABLE TO BE CUT IN QUANTITIES OF SQUARES WITH STANDARD HORIZONTAL COLORS. IN ADDITION, A GRAFFIT-PROTECTIVE COATING OF A PREMIUM PROTECTIVE OVERLAY FLUOR ABLE TO BE USED ON EXISTING FLUOR. THIS FLUOR MUST BE USED ON ALL REGULATORY AND MARKING SIGNS. GRAFFIT PROTECTIVE COATING MUST BE DESIGNED TO COMPLY WITH THE UNDERLYING REFLECTIVE SHEETING MATCH COMPONENT SYSTEM.

Z. ROW GRADING SHALL BE COMPLETED PRIOR TO THE FINAL WALK-THROUGH AND SHALL BE HELD ONE (1") NON-BELLOW BACK OF WALK (W/A) OR TOP OF CURB (T/C).

AA. PAVING AS-BUILT PLANS SHALL BE PREPARED BY THE DESIGN ENGINEER/CONTRACTOR AND SHALL CERTIFY THAT THIS PROJECT WAS CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THE APPROVED PLANS PRIOR TO REQUEST FOR FINAL INSPECTION, CERTIFICATE OF OCCUPANCY OR RELEASE OF ASSURANCE.


BB. FRESHLY PAVED FINISHED ROADWAY SHALL BE 1/4" ABOVE THE TOP OF THE CONCRETE GUTTER. ASPHALT PAVING MIXTURE SHALL BE EQUIPPED WITH AN ACTIVATED SCHED IN ORDER TO MAKE A FIRST PASS (REBOUND) OF 17" OR GREATER.

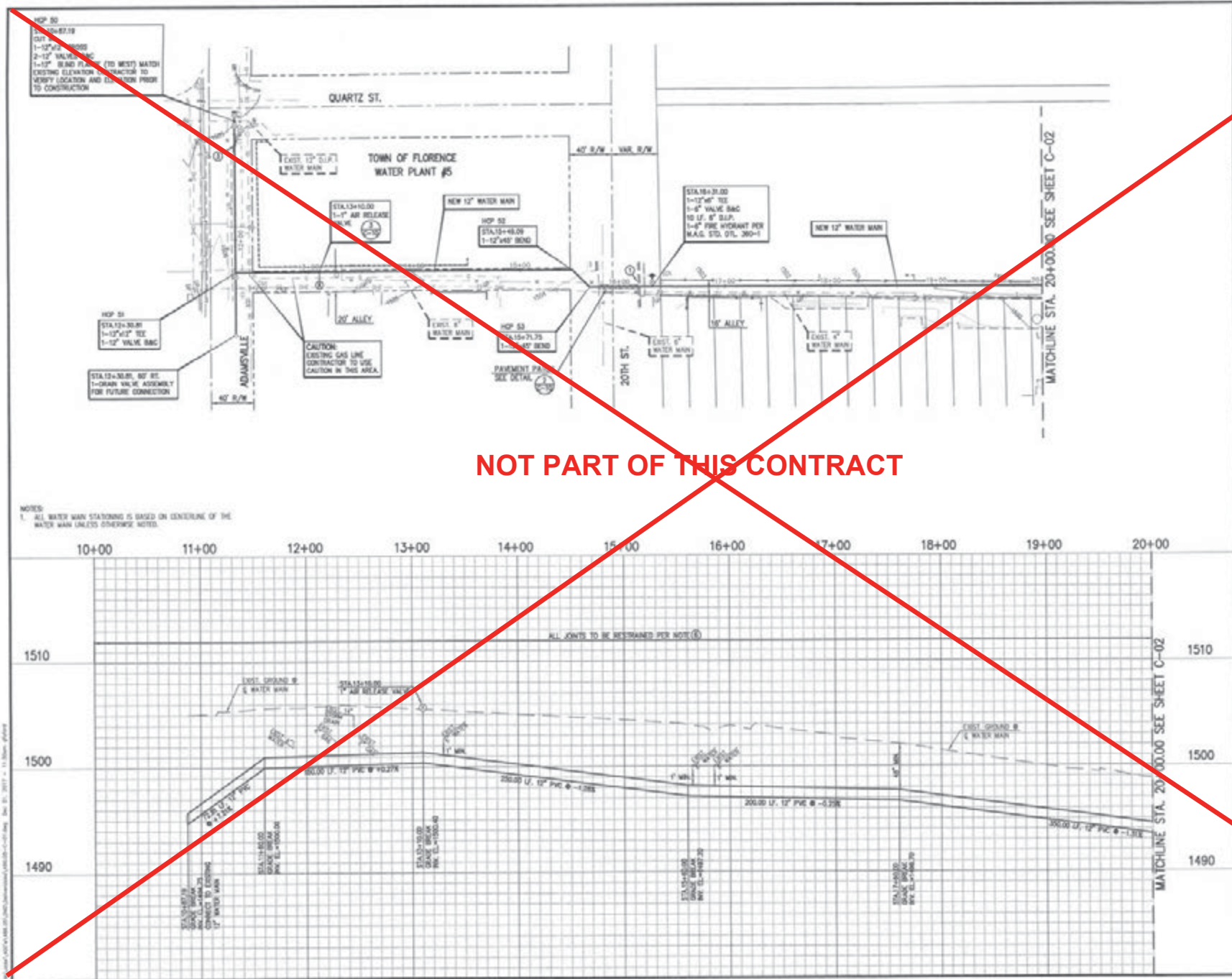
CC. SUB-GRADE PREPARATION FOR ALL SIDEWALKS, CURBS AND GUTTER SHALL BE SCARPED AND LOOSENED TO A DEPTH OF 4" AND SHALL BE EQUIPPED TO ACHIEVE A UNIFORM MOISTURE BY THE ADDITION OF WATER. MOISTURE SHALL BE MAINTAINED 2.0 PERCENT ABOVE OPTIMUM MOISTURE PRIOR TO PLACEMENT OF CONCRETE, AND COMPACTED TO 95% PERCENT OF MAXIMUM DENSITY. ALL MATERIALS OUTSIDE THE MOISTURE LIMIT SHALL BE CONSIDERED SUBJECT TO REMOVAL.

DD. ANY PAVEMENT ADJACENT TO EXISTING ROW MUST MATCH THE EXISTING PAVEMENT DESIGN, UNLESS AUTHORIZED, IN WRITING BY THE TOWN ENGINEER OR HIS/HER AUTHORIZED REPRESENTATIVE.

EE. FINISHED GRADE OF COMPACTED, FRESHLY PLACED ASPHALT SHALL BE NO MORE OR NO LESS THAN 1/4" HIGH ABOVE THE TOP OF THE GUTTER OR SLOPE, OR OTHER CLOSING SOLVENTS, WILL BE APPLIED TO THE PAVING BEFORE THE SCHEDULE OF THE ADOOR IMMEDIATELY PRIOR TO BEHINDING OF THE PAVING OPERATION.

FF. PAVING PLAN AS-BUILTS: AS-BUILT PLANS SHALL INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING: HORIZONTAL AND VERTICAL CONTROLS, CHANGES TO EACH GRADE BREAK LOCATIONS, TOP OF CURB (T/C) ELEVATIONS AT BOTH CURB RETURN, PROPERTY CORNER, GUTTER/FLOW LINE ELEVATIONS, SCOURER AND CATCH BASIN INVERTS, MANHOLES, CROSS SLOPE, VALLEY CUTTER FLOW LINE ELEVATIONS, IRRADIANT REFLECTORS AND ANY AND ALL CHANGES TO THE APPROVED PLANS.

NO.	BY	DESCRIPTION	APPROVAL DATE
<b>REVISIONS</b>			
<b>TOWN OF FLORENCE</b>			
<b>12" WATER LINE AUGMENTATION</b>			
<b>TOWN OF FLORENCE</b>			
<b>NOTE SHEET</b>			
 ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY 600 NORTH CENTRAL AVENUE PHOENIX, ARIZONA 85004		SHEET NO. <b>G-02</b> OF 13	



NOT PART OF THIS CONTRACT

CONSTRUCTION NOTES

- ① REMOVE AND REPLACE DRIVEWAY APRON AND SIDEWALK IN KIND
- ② REMOVE AND REPLACE EXISTING VERTICAL CURB AND OUTER IN KIND AS NECESSARY
- ③ ALL PIPES TO BE RESTRAINED PER WAG STANDARD DETAIL 303

HWP TABLE		
NO.	NORTHING	EASTING
50	737566.07	861899.78
51	737566.51	862043.43
52	737884.79	862042.79
53	737900.81	862058.72

REVISIONS

NO.	DESCRIPTION	DATE

TOWN OF FLORENCE  
12\"/>

DESIGNED BY: E.L. SHAW  
DRAWN BY: E.L. SHAW  
DATE: DECEMBER 01, 2017  
PROJECT NUMBER: 18N-02

APPROVED BY: T.M.B.  
SHEET NO.: C-01  
3 OF 13





**NOT PART OF THIS CONTRACT**



**CONSTRUCTION NOTES**

- 1 REMOVE AND REPLACE EXISTING SIDEWALK IN KIND AS NECESSARY
- 2 REMOVE AND REPLACE EXISTING VERTICAL CURB AND OUTER IN KIND AS NECESSARY
- 3 CONCRETE ENCASE EXISTING SEWER 10' EITHER SIDE OF PROPOSED WATER MAIN CROSSING PER M.A.S. DETAIL 404
- 4 REMOVE AND REPLACE EXISTING CONCRETE VALLEY OUTER IN KIND AS NECESSARY
- 5 ALL PIPES TO BE RESTRAINED PER M.A.S. STANDARD DETAIL 303

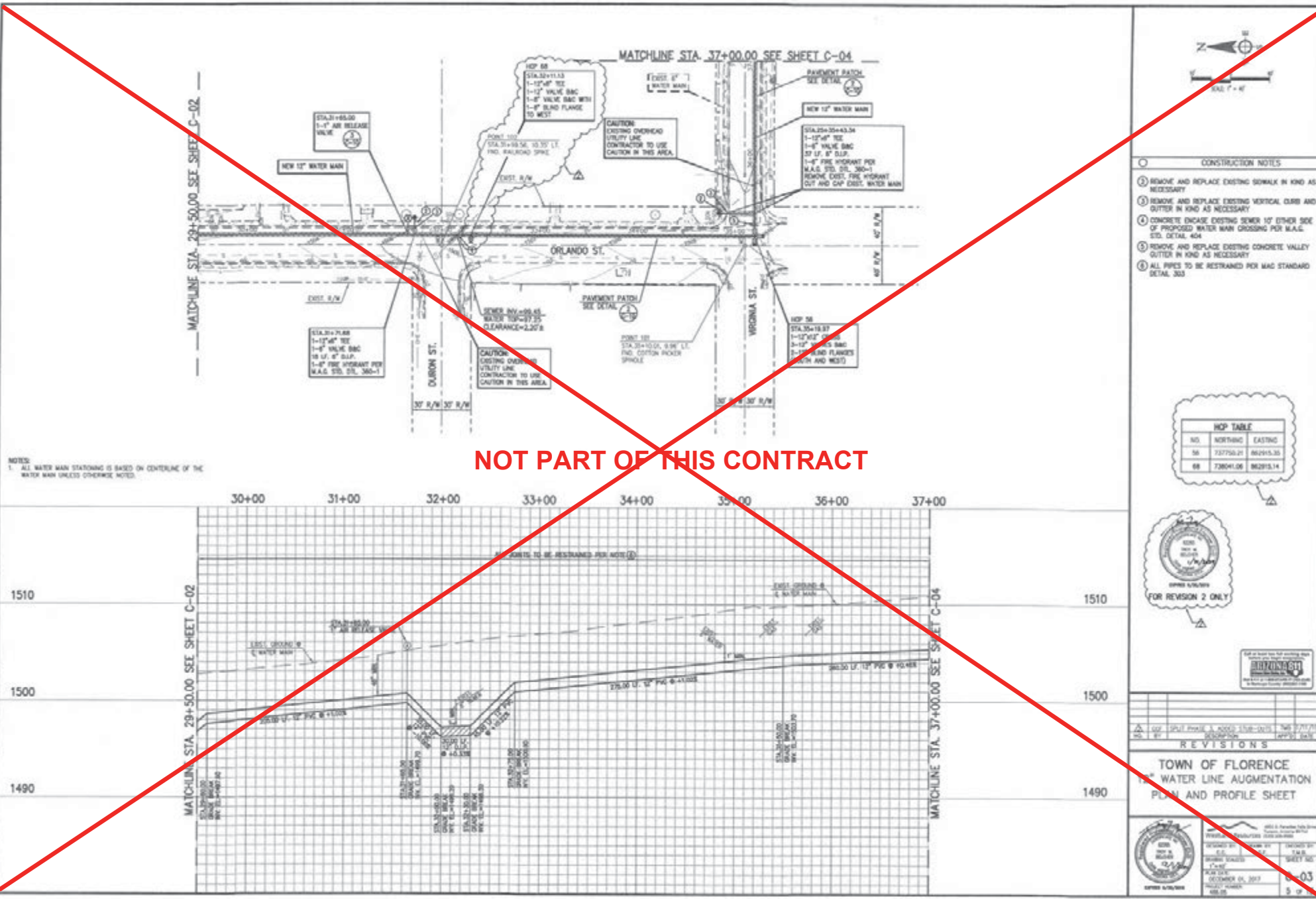
HCP TABLE		
NO.	NORTHING	EASTING
56	737750.21	862915.35
68	738041.06	862915.14



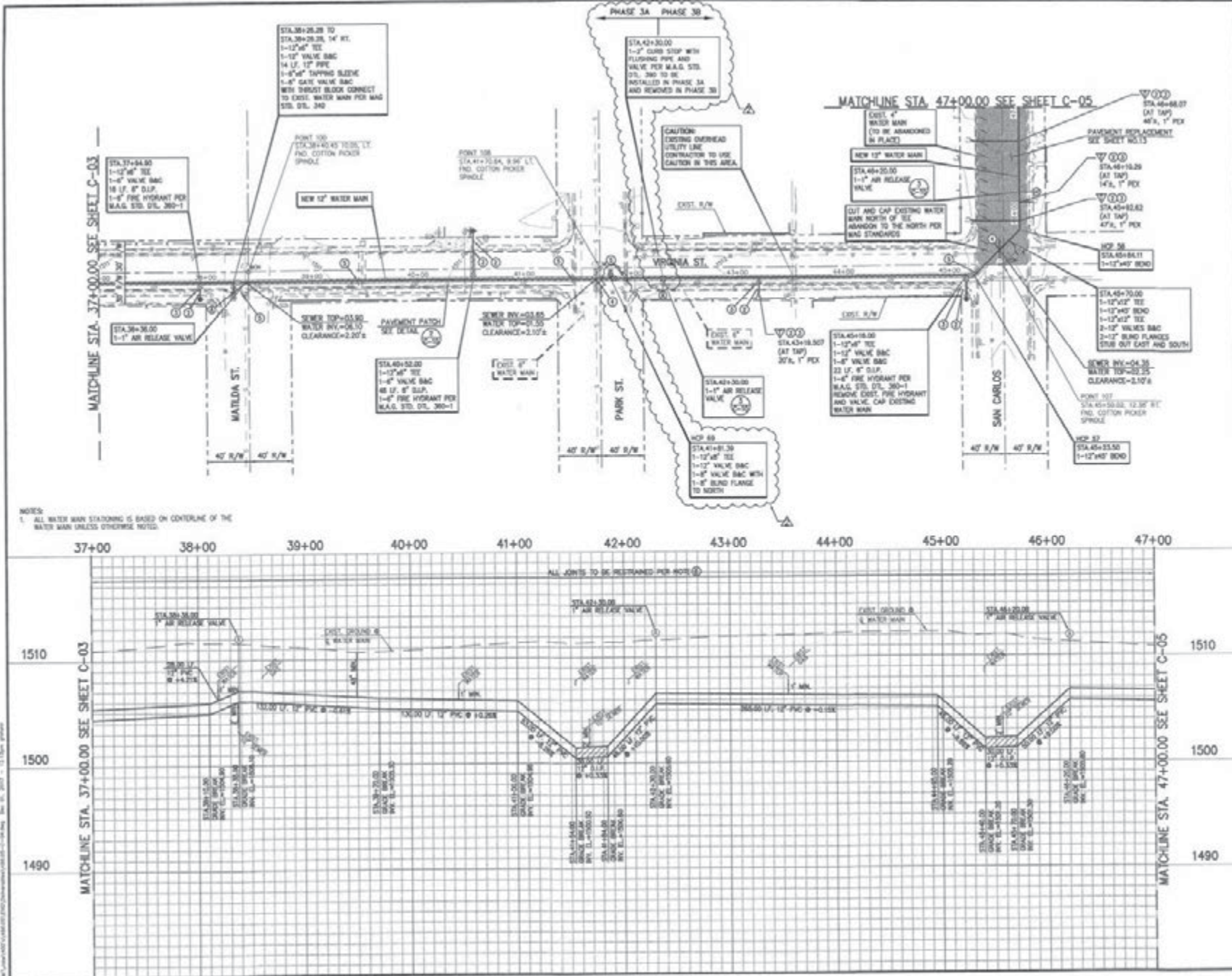
REVISIONS	
1	ADD 12\"/>

**TOWN OF FLORENCE  
12\"/>**

	DESIGNED BY: <b>KEVIN A. RUFFALO</b>	DATE: <b>12/15/14</b>
	CHECKED BY: <b>KEVIN A. RUFFALO</b>	DATE: <b>12/15/14</b>
	PROJECT NUMBER: <b>12-03</b>	SHEET NO.: <b>5 of 5</b>



NOTES:  
1. ALL WATER MAIN STATIONING IS BASED ON CENTERLINE OF THE WATER MAIN UNLESS OTHERWISE NOTED.

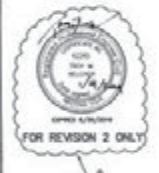


- CONSTRUCTION NOTES**
- REMOVE AND REPLACE EXISTING SIDEWALK IN KIND AS NECESSARY
  - REMOVE AND REPLACE EXISTING VERTICAL CURB AND GUTTER IN KIND AS NECESSARY
  - CONCRETE ENCASE EXISTING SEWER 10" EITHER SIDE OF PROPOSED WATER MAIN CROSSING PER M.A.C. STD. DETAIL 404
  - REMOVE AND REPLACE EXISTING CONCRETE VALLEY GUTTER IN KIND AS NECESSARY
  - ALL PIPES TO BE RESTRAINED PER MAG STANDARD DETAIL 303
  - ALL SERVICE TIE OVERS PER DETAIL 4, SHEET C-10.

- GENERAL NOTES**
- CONTRACTOR TO MAINTAIN WATER SERVICE TO HOMES THROUGHOUT THE DURATION OF THE PROJECT. IF SERVICE SHUT DOWN IS REQUIRED A MINIMUM OF 30 DAY NOTICE SHALL BE PROVIDED TO THE AFFECTED RESIDENCE.

**HOP TABLE**

NO.	NORTHING	EASTING
57	737754.07	863918.87
58	737761.08	863961.56
69	737762.73	863976.75



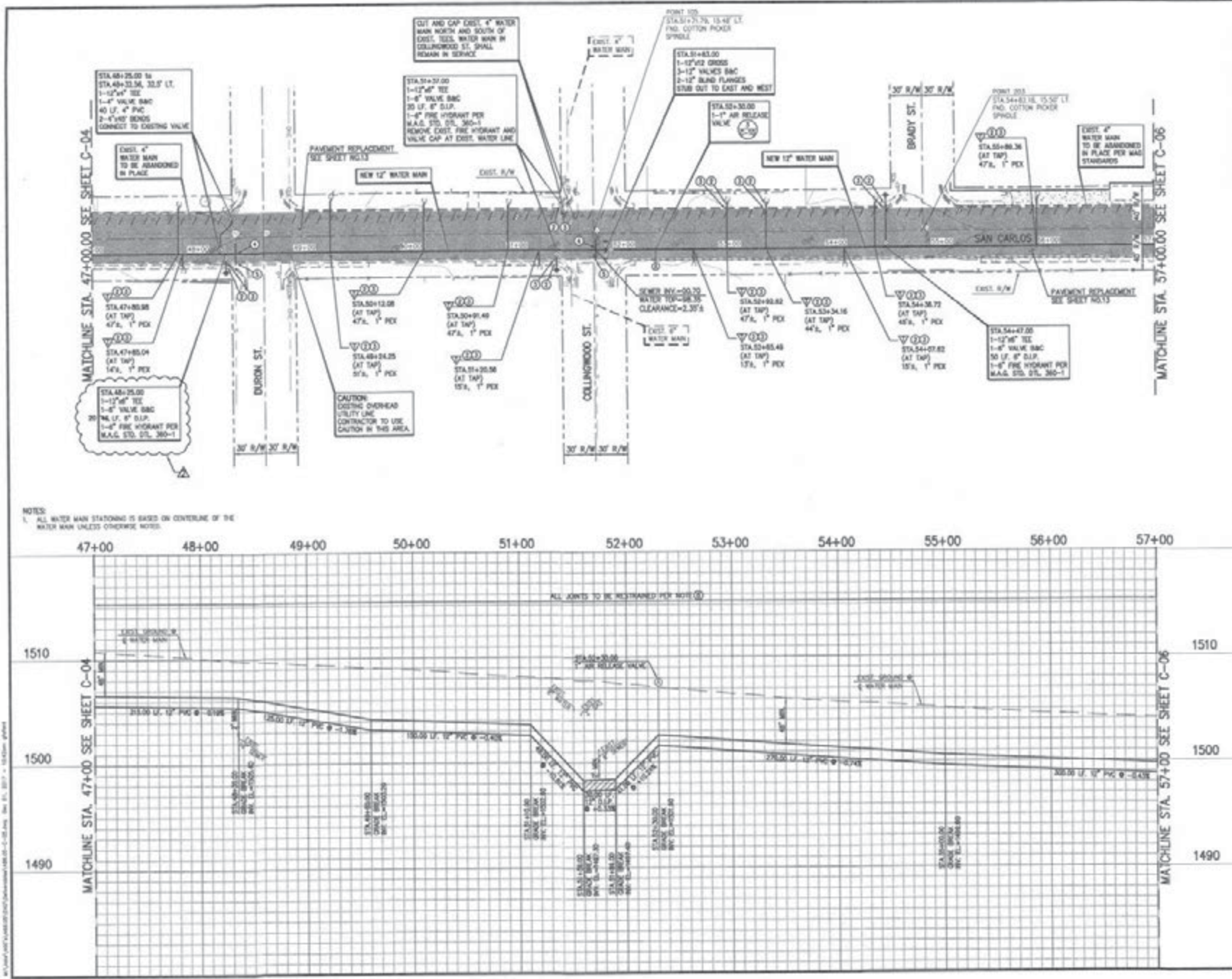
REVISIONS

TOWN OF FLORENCE  
12" WATER LINE AUGMENTATION  
PLAN AND PROFILE SHEET

DESIGNED BY C.C.	DRAWN BY S.S.T.	CHECKED BY T.M.R.
PROJECT NUMBER 12-007	DATE DECEMBER 01, 2017	SHEET NO. C-04
PROJECT NAME 12-007		6 OF 13

NOTES:  
1. ALL WATER MAIN STATIONING IS BASED ON CENTERLINE OF THE WATER MAIN UNLESS OTHERWISE NOTED.

DATE PLOTTED: 12/01/2017 10:00:00 AM



**CONSTRUCTION NOTES**

1. REMOVE AND REPLACE EXISTING SIDEWALK IN KIND AS NECESSARY
2. REMOVE AND REPLACE EXISTING VERTICAL CURB AND GUTTER IN KIND AS NECESSARY
3. CONCRETE ENCASE EXISTING SEWER 10' EITHER SIDE OF PROPOSED WATER MAIN CROSSING PER M.A.S. STD. DETAIL 404
4. REMOVE AND REPLACE EXISTING CONCRETE VALLEY GUTTER IN KIND AS NECESSARY
5. ALL PIPES TO BE RESTRAINED PER M&S STANDARD DETAIL 303
6. ALL SERVICE TIE OVERS PER DETAIL 4, SHEET C-10.

**GENERAL NOTES**

1. CONTRACTOR TO MAINTAIN WATER SERVICE TO HOMES THROUGHOUT THE DURATION OF THE PROJECT. IF SERVICE SHUT DOWNS ARE REQUIRED A MINIMUM OF 30 DAY NOTICE SHALL BE PROVIDED TO THE AFFECTED RESIDENCE.

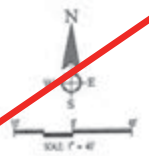
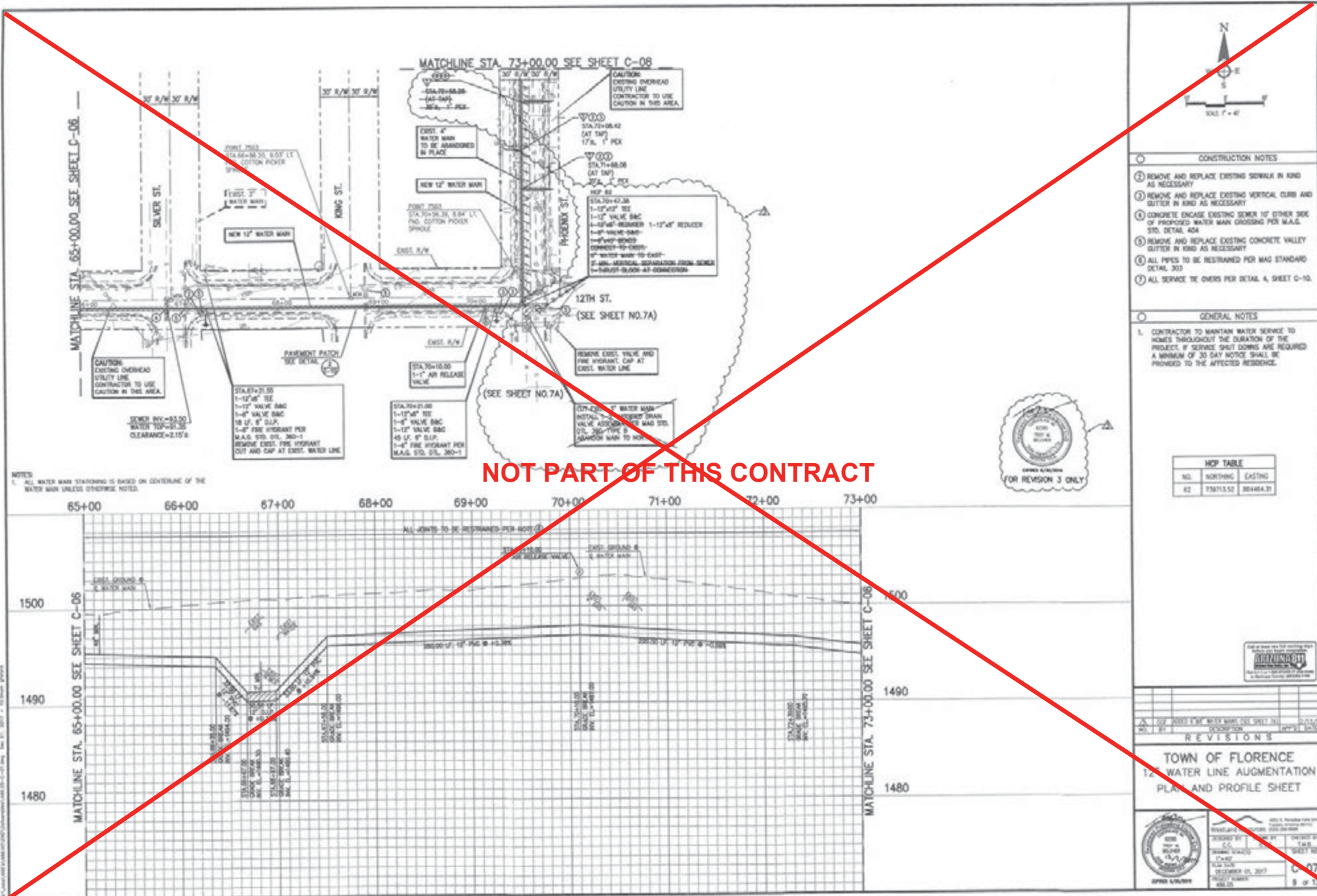


NO.	DATE	DESCRIPTION	BY

**TOWN OF FLORENCE  
12" WATER LINE AUGMENTATION  
PLAN AND PROFILE SHEET**

	DESIGNED BY: <b>BRUCE A. WILSON</b> DRAWN BY: <b>BRUCE A. WILSON</b> CHECKED BY: <b>BRUCE A. WILSON</b> DATE: <b>DECEMBER 01, 2017</b> PROJECT: <b>WATER MAIN</b> SHEET NO.: <b>C-05</b>	APPROVED BY: <b>BRUCE A. WILSON</b> DATE: <b>DECEMBER 01, 2017</b> SHEET NO.: <b>C-05</b> 7 OF 13
	REVISIONS: <b>REVISION 2</b> DATE: <b>12/01/17</b> BY: <b>BRUCE A. WILSON</b>	





- CONSTRUCTION NOTES**
- REMOVE AND REPLACE EXISTING SIDEWALK IN KIND AS NECESSARY
  - REMOVE AND REPLACE EXISTING VERTICAL CURB AND GUTTER IN KIND AS NECESSARY
  - CONCRETE ENCASE EXISTING SEWER 10' OTHER SIDE OF PROPOSED WATER MAIN CROSSING PER M.A.G. STD. DETAIL 404
  - REMOVE AND REPLACE EXISTING CONCRETE VALLEY GUTTER IN KIND AS NECESSARY
  - ALL PIPES TO BE RESTRAINED PER MAG STANDARD DETAIL 303
  - ALL SERVICE TIE OVERS PER DETAIL 4, SHEET C-10.
- GENERAL NOTES**
- CONTRACTOR TO MAINTAIN WATER SERVICE TO HOMES THROUGHOUT THE DURATION OF THE PROJECT. IF SERVICE SHUT DOWNS ARE REQUIRED A MINIMUM OF 30 DAY NOTICE SHALL BE PROVIDED TO THE AFFECTED RESIDENCE.

NIP TABLE	
NO.	NORTHING EASTING
62	730713.52 88464.31



**NOT PART OF THIS CONTRACT**

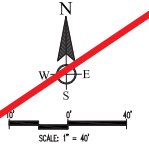
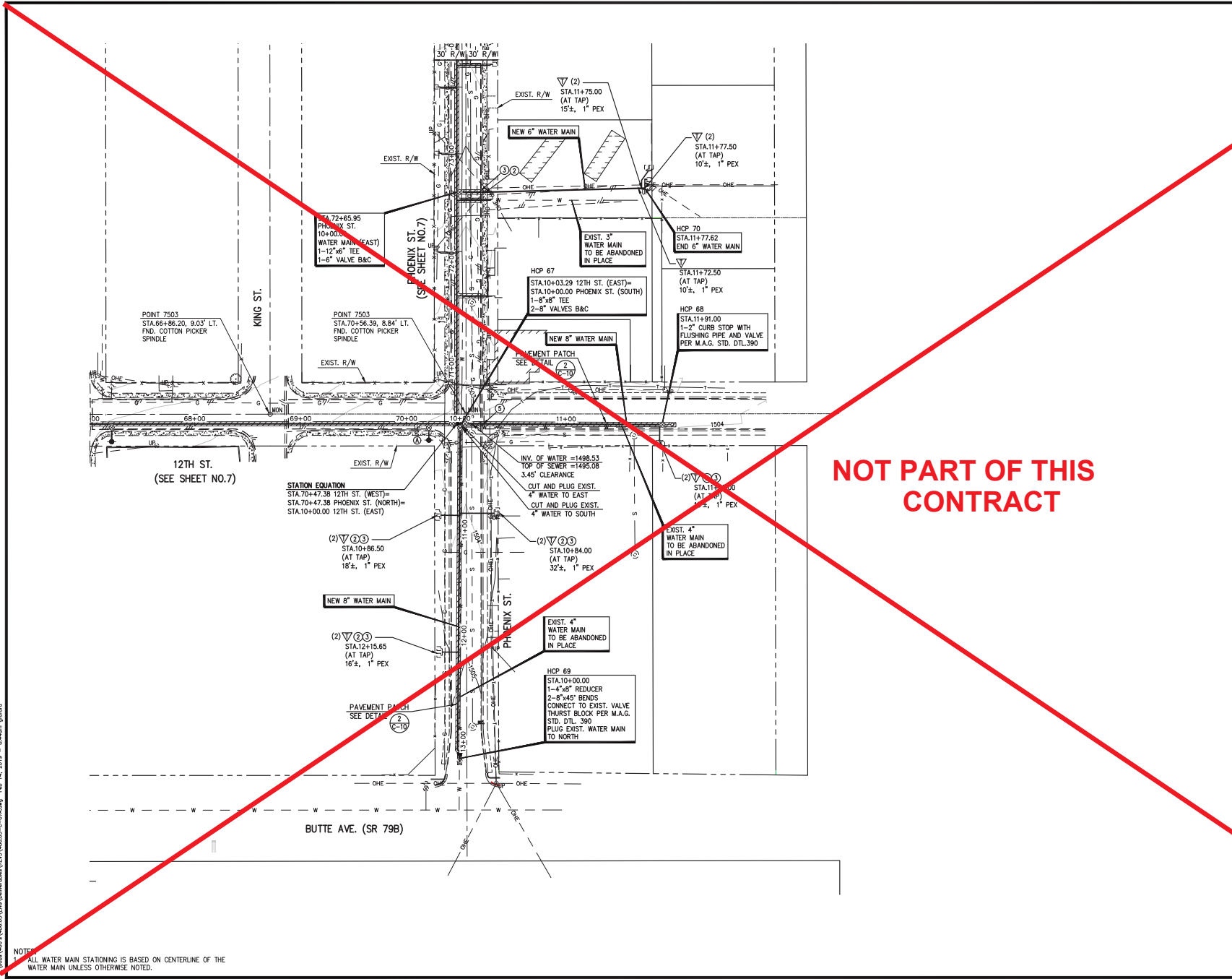
NOTES:  
1. ALL WATER MAIN STATIONING IS BASED ON CENTERLINE OF THE WATER MAIN UNLESS OTHERWISE NOTED.

REVISIONS

NO.	DATE	DESCRIPTION	APP'D	DATE
1		ISSUE FOR CONSTRUCTION		

**TOWN OF FLORENCE**  
**1.2 WATER LINE AUGMENTATION**  
**PLAN AND PROFILE SHEET**

DESIGNED BY: [Signature]  
 CHECKED BY: [Signature]  
 DATE: OCTOBER 01, 2017  
 SHEET NO. C-07  
 OF 12



- CONSTRUCTION NOTES**
- ② REMOVE AND REPLACE EXISTING SIDEWALK IN KIND AS NECESSARY
  - ③ REMOVE AND REPLACE EXISTING VERTICAL CURB AND GUTTER IN KIND AS NECESSARY
  - ④ CONCRETE ENCASE EXISTING SEWER 10" EITHER SIDE OF PROPOSED WATER MAIN CROSSING PER M.A.G. STD. DETAIL 404
  - ⑤ REMOVE AND REPLACE EXISTING CONCRETE VALLEY GUTTER IN KIND AS NECESSARY
  - ⑥ ALL PIPES TO BE RESTRAINED PER MAG STANDARD DETAIL 303
  - ⑦ ALL SERVICE TIE OVERS PER DETAIL 4, SHEET C-10.

- GENERAL NOTES**
1. CONTRACTOR TO MAINTAIN WATER SERVICE TO HOMES THROUGHOUT THE DURATION OF THE PROJECT. IF SERVICE SHUT DOWNS ARE REQUIRED A MINIMUM OF 30 DAY NOTICE SHALL BE PROVIDED TO THE AFFECTED RESIDENCE.

HCP TABLE		
NO.	NORTHING	EASTING
67	739713.53	864467.60
68	739712.59	864658.58
69	739397.64	864467.04
70	739935.80	864641.89



NO.	BY	DESCRIPTION	APP'D	DATE
1	GGF	ADDED 6" 8" WATER MAINS (SEE SHEET 7A)		2/13/19

**REVISIONS**

**TOWN OF FLORENCE**  
**12" WATER LINE AUGMENTATION**  
**8" WATER MAIN**

	DESIGNED BY: C.C.	DRAWN BY: T.M.S.	CHECKED BY: T.M.S.
	DRIVING SCALES: 1"=40'	PLAN DATE: FEBRUARY 14, 2019	SHEET NO. C-07A
PROJECT NUMBER: 456.00		DATE: 9A OF 12	

V:\proj\456\456\_001.dwg (D:\proj\456\456\_001.dwg) - 14, 2019 - 8:45am ggr/af

NOTES:  
 ALL WATER MAIN STATIONING IS BASED ON CENTERLINE OF THE WATER MAIN UNLESS OTHERWISE NOTED.

**NOT PART OF THIS CONTRACT**

MATCHLINE STA. 73+00.00 SEE SHEET C-07

MATCHLINE STA. 83+00.00 SEE SHEET C-09

73+00 74+00 75+00 76+00 77+00 78+00 79+00 80+00 81+00 82+00 83+00



- CONSTRUCTION NOTES**
- REMOVE AND REPLACE EXISTING SIDEWALK IN KIND AS NECESSARY
  - REMOVE AND REPLACE EXISTING VERTICAL CURB AND GUTTER IN KIND AS NECESSARY
  - CONCRETE ENCASE EXISTING SENDER 12" EITHER SIDE OF PROPOSED WATER MAIN CROSSING PER M.A.G. STD. DETAIL 404
  - REMOVE AND REPLACE EXISTING CONCRETE VALLEY GUTTER IN KIND AS NECESSARY
  - ALL PIPES TO BE RESTRAINED PER M.A.G. STANDARD DETAIL 303
  - ALL SERVICE TIE OWNERS PER DETAIL 4, SHEET C-10.

- GENERAL NOTES**
- CONTRACTOR TO MAINTAIN WATER SERVICE TO HOMES THROUGHOUT THE DURATION OF THE PROJECT. IF SERVICE SHUT DOWNS ARE REQUIRED A MINIMUM OF 30 DAY NOTICE SHALL BE PROVIDED TO THE AFFECTED RESIDENCE.

HOP TABLE		
NO.	NORTHING	EASTING
83	745476.08	864464.31
84	745492.72	864490.95



DESIGNED BY: [Signature] APP'D: [Signature]

REVISIONS

NO.	DESCRIPTION

**TOWN OF FLORENCE**  
**WATER LINE AUGMENTATION**  
**PLAN AND PROFILE SHEET**

DATE: 12/20/2017

PROJECT: WATER LINE AUGMENTATION

SCALE: AS SHOWN

DATE: 12/20/2017

PROJECT: WATER LINE AUGMENTATION

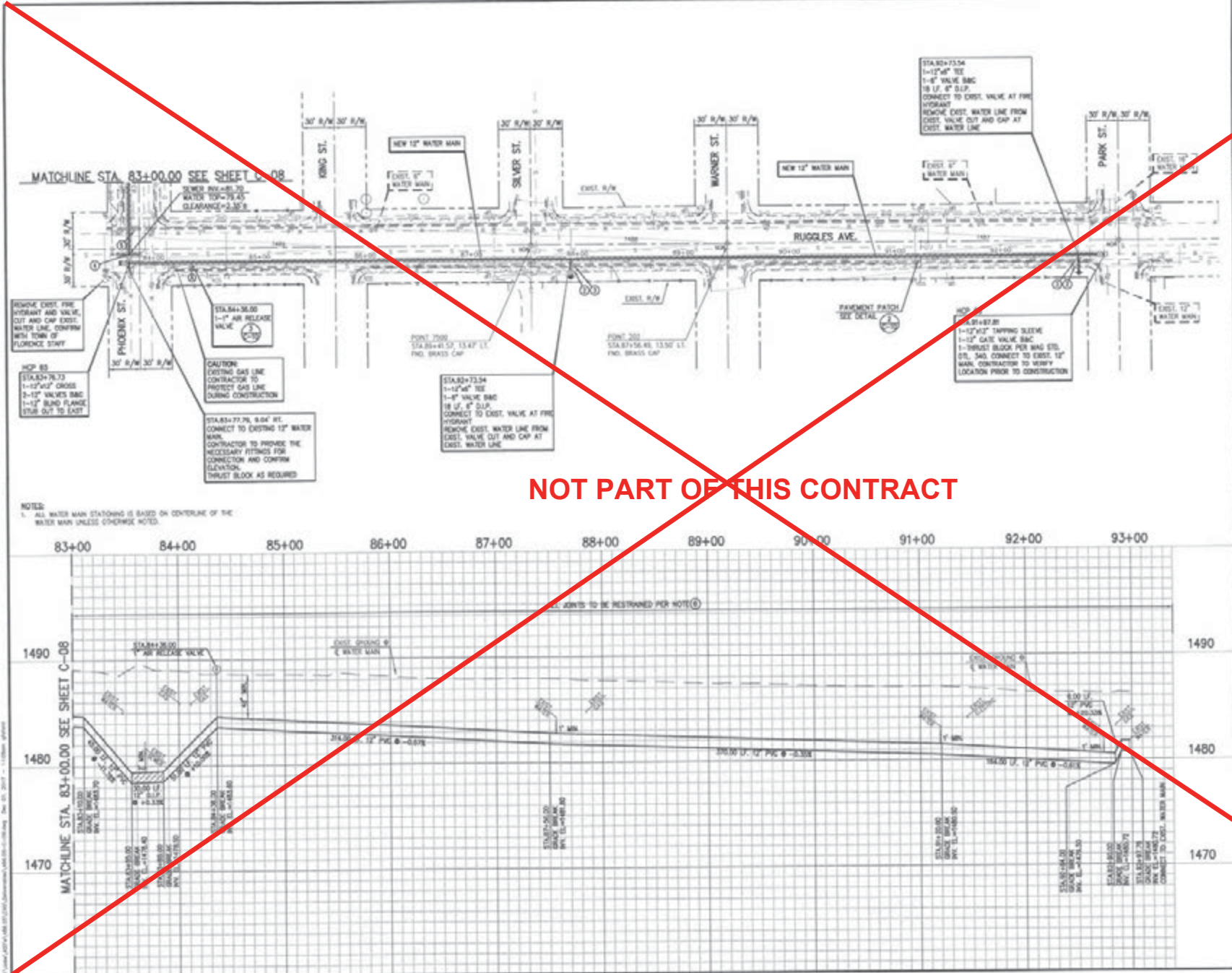
SCALE: AS SHOWN

DATE: 12/20/2017

PROJECT: WATER LINE AUGMENTATION

SCALE: AS SHOWN






- CONSTRUCTION NOTES
- ② REMOVE AND REPLACE EXISTING SIDEWALK IN KIND AS NECESSARY
  - ③ REMOVE AND REPLACE EXISTING VERTICAL CURB AND OUTER IN KIND AS NECESSARY
  - ④ CONCRETE ENCASE EXISTING SEWER 10' EITHER SIDE OF PROPOSED WATER MAIN CROSSING PER M.A.G. S.D. DETAIL 40A
  - ⑤ REMOVE AND REPLACE EXISTING CONCRETE VALLEY OUTER IN KIND AS NECESSARY
  - ⑥ ALL PIPES TO BE RESTRAINED PER WAG STANDARD DETAIL 303

HCP TABLE		
NO.	NORTHING	EASTING
65	746335.88	864822.04
66	746336.42	863562.96

NOT PART OF THIS CONTRACT


NOTES:  
 1. ALL WATER MAIN STATIONING IS BASED ON CENTERLINE OF THE WATER MAIN UNLESS OTHERWISE NOTED.



NO. 67      DESCRIPTION      APPR. DATE

REVISIONS

**TOWN OF FLORENCE**  
**12" WATER LINE AUGMENTATION**  
**PLAN AND PROFILE SHEET**



DESIGNED BY: E.C. BUCHER

DRAWN BY: J.P. BUCHER

CHECKED BY: J.P. BUCHER

DATE: DECEMBER 01, 2017

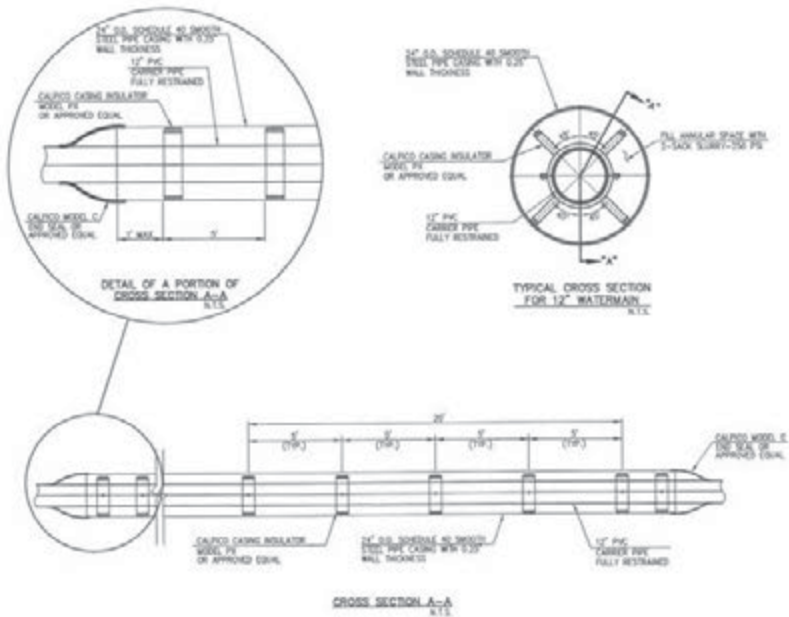
SCALE: AS SHOWN

APPROVED BY: J.P. BUCHER

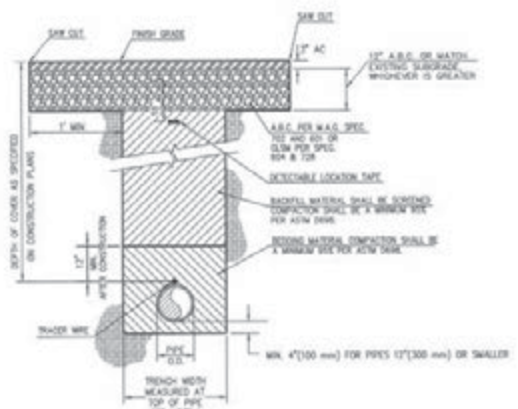
DATE: DECEMBER 01, 2017

SCALE: AS SHOWN

SHEET NO. 11 OF 12

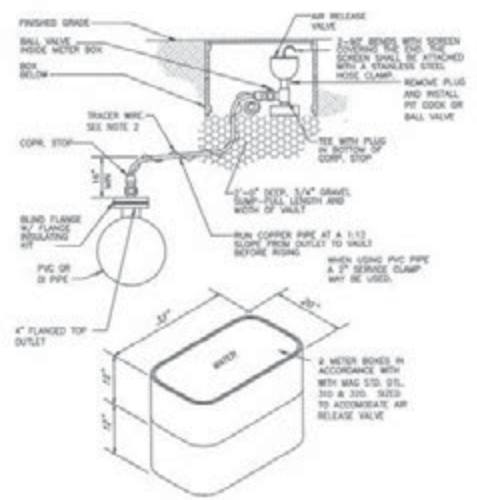


1 WATER INSTALLATION IN CASING AT MAIN ST. (SR 798) AND BUTTE ROAD (SR798) N.T.S.



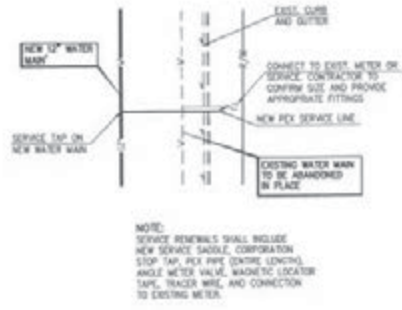
- TRENCH WIDTH MEASURED AT THE TOP OF THE PIPE SHALL BE 10" (400 mm) FOR 4" (100 mm) AND 6" (150 mm) MAINS AND 24" (610 mm) FOR 8" (200 mm) MAINS. TRENCH WIDTH FOR 12" (300 mm) AND LARGER SHALL BE 0.5' + 10" (400 mm) WITH 0.5' + 24" (610 mm) MAX.
- FOR REMOVING UNSET CONCRETE AND CURB SAWCUT BOTH SIDES. MINIMUM WIDTH OF TRENCH TO BE 2 FT. REPLACE CONCRETE OR CURB IN PLACE.

2 WATER TRENCH DETAIL N.T.S.



- NOTES:
- FLANGE ISOLATING KIT MUST BE TESTED TO CONFIRM ISOLATION PRIOR TO BACKFILL. INCLUDE TEST RESULTS IN FINAL CORROSION REPORT.
  - ALL AIR RELEASE VALVE INSTALLATIONS REQUIRE A TRACER WIRE. THE TRACER WIRE SHALL BE USE, BULK OR RHW SOLD TO SAVE AND RUN IN A CONTINUOUS LENGTH FROM THE CORPORATION TO BALL VALVE. THE TRACER WIRE SHALL BE ATTACHED TO THE AIR RELEASE LINE WITH TAPE OR WIRE TIES AT 1' INTERVALS. A 3\"/>

3 1\"/>



NOTE:  
SERVICE RENEWALS SHALL INCLUDE NEW SERVICE SADDLE, CORPORATION, S/SOP TAP, PEI PIPE (CONCRETE LINING), ANGLE METER VALVE, WADWOC LOCATOR TAP, TRACER WIRE, AND CONNECTION TO EXISTING METER.

4 SERVICE LINE RENEWAL DETAIL N.T.S.

POINT #	NORTHING	EASTING	ELEVATION	MARK DESCRIPTION
100	737761.488	863575.784	1511.76	COTTON POKER SPINDLE
101	737760.182	862565.576	1506.91	COTTON POKER SPINDLE
102	738075.814	862564.763	1506.07	BARLADOR SPIRE
103	738364.732	862643.844	1508.02	COTTON POKER SPINDLE
107	737764.172	862646.536	1512.21	COTTON POKER SPINDLE
108	737762.671	862644.172	1514.76	COTTON POKER SPINDLE
111	738722.110	862648.136	1499.20	COTTON POKER SPINDLE
120	738462.479	864472.608	1494.20	COTTON POKER SPINDLE
121	738072.598	864472.301	1490.11	COTTON POKER SPINDLE
121	738722.504	864473.136	1502.48	COTTON POKER SPINDLE
124	738278.505	862574.135	1499.72	ALUMINUM CAP 2IN
200	741021.014	864047.082	1486.77	BRASS CAP
202	741022.247	864102.286	1486.25	BRASS CAP
203	738605.100	863642.719	1505.41	COTTON POKER SPINDLE
204	738278.802	862664.827	1507.63	RUN PIPE 3/4 IN
312	738301.264	864025.854	1507.66	BRASS CAP HAND HOSE
313	738662.603	864030.257	1526.64	BRASS CAP HAND HOSE
7500	741022.148	863977.223	1487.05	BRASS CAP
7502	738722.247	864102.130	1500.91	COTTON POKER SPINDLE

REVISIONS

NO.	BY	DESCRIPTION	DATE

TOWN OF FLORENCE  
12" WATER LINE AUGMENTATION  
DETAIL SHEET

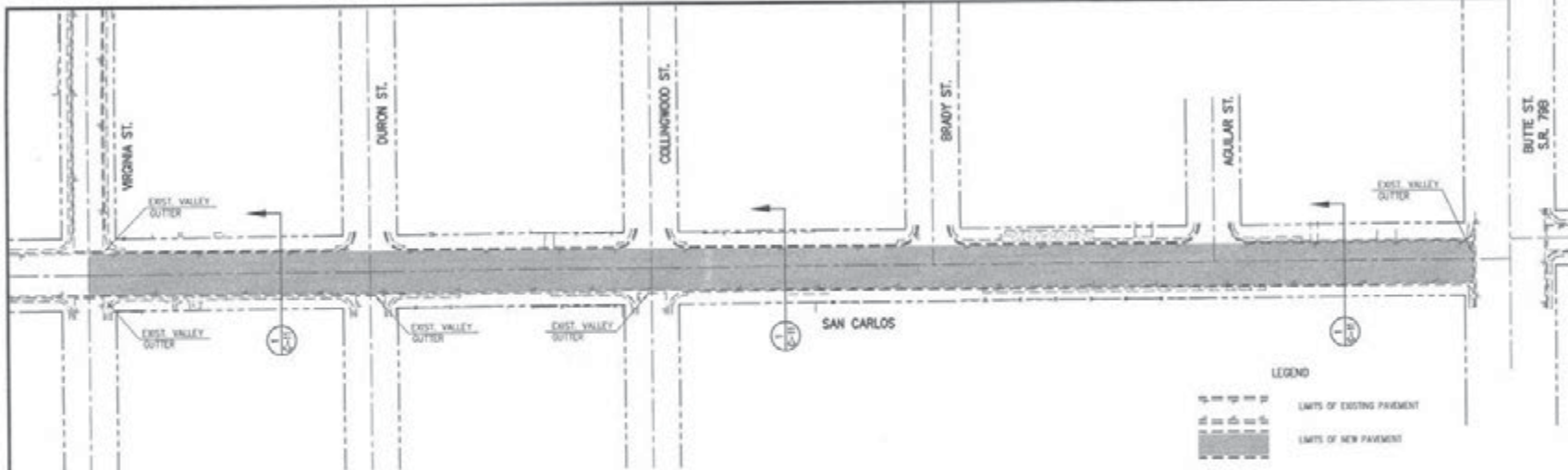
DESIGNED BY: C.S. SLOAN  
DRAWN BY: S.E.F.  
DATE: OCTOBER 01, 2017  
PROJECT NUMBER: 12-10

CHECKED BY: S.E.F.  
DATE: OCTOBER 01, 2017

SCALE: AS SHOWN

DATE: 10/1/17

12 OF 13



**CONSTRUCTION NOTES**

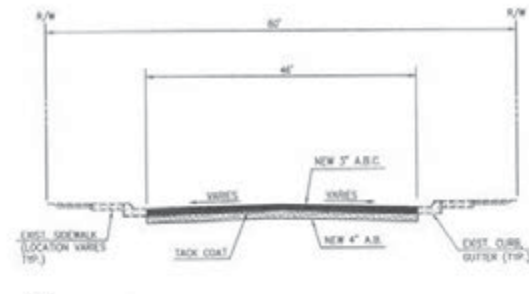
1. NEW PAVEMENT LIMITS ALL SIDE STREETS ARE SHOWN APPROXIMATELY, EXACT LIMITS WILL HAVE TO BE ESTABLISHED BASED ON 5 FEET FIRST THE INSTALLED PAVEMENT SECTION ON EACH CONNECTION, UNLESS OTHERWISE SHOWN.
2. EXISTING VALVE BOXES AND COVERS OF MANHOLES TO REMAIN IN SERVICE SHALL BE ADJUSTED TO NEW FINISH ELEVATIONS.
3. CONTRACTOR MUST PROVIDE THE SERVICE OF A REGISTERED LAND SURVEYOR TO VERIFY ALL HORIZONTAL CONTROL AND SET UP TEMPORARY CONTROL PRIOR TO PAVEMENT REMOVAL. SAID SURVEYOR SHALL BE ALSO RESPONSIBLE FOR RE-ESTABLISHING REMOVED SURVEY MONUMENTS AND FILE A RECORD OF SURVEY SHOWING PRIOR AND POST CONSTRUCTION SURVEY MONUMENTATION INFORMATION.
4. AFTER COMPLETION OF THE NEW PAVING, BASED REFLECTIVE WARNERS SHALL BE PLACED AT EVERY HYDRANT ALONG THE PROJECT LENGTH.
5. SANDWICH/TROW BACK AND SEAL EXISTING PAVEMENT.
6. THIS PROJECT SHALL REQUIRE REMOVAL AND REPLACEMENT OF EXISTING ROADWAY PAVING. THE NEW PAVEMENT SHALL BE PLACED AT THE SAME LOCATION, WIDTH, LINE AND GRADE AS THE EXISTING PAVEMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND CERTIFYING BOTH (BY A REGISTERED LAND SURVEYOR) PRE-CONSTRUCTION AND POST-CONSTRUCTION AS-BUILTS OF THE ROADWAY AS PART OF THIS CONTRACT.

**PAVING NOTES**

1. ALL MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE LATEST VERSION OF STANDARD SPECIFICATIONS FOR CONSTRUCTION FOR THE TOWN OF FLORENCE, MARICOPA ASSOCIATION OF GOVERNMENTS (M.A.G.) SPECIFICATIONS AND DETAILS, LATEST EDITION AND PINAL COUNTY.
2. EXCAVATION AND BACKFILL FOR STRUCTURES SHALL CONFORM TO M.A.G. SECTION 206.
3. AGGREGATE BASE COURSE SHALL CONFORM TO M.A.G. SECTION 702.
4. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE OCCUPATION SAFETY AND HEALTH ADMINISTRATION REGULATIONS.
5. THE CONTRACTOR SHALL OBTAIN ALL PERMITS REQUIRED BY ALL GOVERNMENTAL AGENCIES.
6. UPON COMMENCEMENT OF WORK, TRAFFIC CONTROL DEVICES SHALL BE POSTED AND MAINTAINED BY THE CONTRACTOR UNTIL SUCH TIME AS THE WORK IS COMPLETED. ALL WARNING SIGNS, BARRICADES, ETC. SHALL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES ADOPTED BY THE STATE OF ARIZONA PURSUANT TO A.S.S. 28-600.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CARE AND MAINTENANCE OF EXISTING IMPROVEMENTS AND VEGETATION IN THE WORK AREA, PAVEMENT, CURBS, AND ANY OTHER OBSTRUCTIONS DAMAGED DURING CONSTRUCTION ARE TO BE REPLACED BY THE CONTRACTOR. ANY UNDERGROUND PIPES, IRRIGATION CONTROLS, DRAINS, STRUCTURES OR OBSTRUCTIONS NOT SHOWN ON THESE PLANS SHALL BE MOVED, ALTERED OR REPAIRED BY THE CONTRACTOR WHEN ENCOUNTERED, AS DIRECTED BY THE TOWN ENGINEER, AND IS A DEFINITE PART OF THIS PROJECT.
8. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FURNISH, HAUL AND APPLY ALL WATER REQUIRED FOR COMPACTION AND FOR THE CONTROL OF DUST FROM CONSTRUCTION ACTIVITY. THE COST THEREOF IS TO BE INCLUDED IN THE APPROPRIATE BID ITEM(S) PRICE(S).
9. THE CONTRACTOR BEFORE UNDERTAKING ANY GRADING OR CONSTRUCTION WORK OF ANY TYPE WITHIN THE PUBLIC RIGHT-OF-WAY, MUST FIRST OBTAIN ANY REQUIRED PERMITS FROM THE TOWN OF FLORENCE.
10. INSPECTION BY THE TOWN OF FLORENCE OR THE TOWN'S REPRESENTATIVE OF THE WORK CALLED FOR THE PLANS SHALL NOT IN ANY WAY, RELIEVE THE CONTRACTOR AND/OR HIS/HER SUBCONTRACTORS OF THEIR OBLIGATION TO PERFORM THE WORK IN CONFORMANCE WITH THE PLANS, SPECIFICATIONS, CONTRACT DOCUMENTS, TOWN CODE AND ANY OTHER APPLICABLE REGULATION PERTAINING THERE TO.
11. THE CONTRACTOR SHALL OPERATE IN A MANNER COMPLIANT WITH ALL APPLICABLE REGULATIONS OF THE TOWN, COUNTY, STATE AND FEDERAL GOVERNMENT.
12. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND/OR THE SURVEYOR PROVIDING THE CONSTRUCTION LAYOUT TO VERIFY THE BENCHMARK AND COMPARE THE SITE CONDITIONS WITH THE PLANS AND SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES OBSERVED. SHOULD ANY BENCHMARK, GRADE OR DESIGN INDICATED ON THE PLANS BE SUSPECT THE ENGINEER SHALL BE NOTIFIED OF SAID BENCHMARK GRADE OR PROBLEM AT LEAST TWENTY-FOUR HOURS BEFORE CONSTRUCTION IS SCHEDULED TO BEGIN ON THE AFFECTED AREA.
13. EARTHWORK, EXCEPT AS MODIFIED BY THE SOILS REPORT OF RECORD SHALL CONFORM TO M.A.G. SECTION 200.

**(PAVING NOTES CONTINUED)**

14. CONTRACTOR SHALL CALL BLUE STAKE (1-800-782-5349) TO VERIFY LOCATION OF ALL UTILITIES PRIOR TO COMMENCEMENT OF OPERATION.
15. IF UNANTICIPATED CONDITIONS ARE ENCOUNTERED DURING THE COURSE OF CONSTRUCTION AND ARE BEYOND THE SCOPE OF DESIGN, THE ENGINEER SHALL SUBMIT THE NECESSARY REVISED OR SUPPLEMENTAL IMPROVEMENT PLANS FOR REVIEW AND APPROVAL BY THE TOWN ENGINEER.
16. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FULLY COMPLY WITH U.S. EPA STORMWATER DISCHARGE PERMIT IN ACCORDANCE WITH THE BEST PRACTICES AND POLLUTION CONTROL MANUAL AND AS DIRECTED BY THE ENGINEER.
17. THE SOILS ENGINEER SHALL OBSERVE, INSPECT AND TEST ALL CONSTRUCTION OPERATIONS, INCLUDING BUT NOT LIMITED TO: SUBGRADE PREPARATION, TRENCH EXCAVATIONS AND BACKFILL, MATERIAL TESTING, TOGETHER WITH PLACEMENT OF FILL. SAID ENGINEER SHALL CERTIFY IN WRITING THAT ALL SOILS OPERATIONS AND MATERIALS USED FOR THIS DEVELOPMENT WERE PERFORMED IN ACCORDANCE WITH THE RECOMMENDATIONS AS SET FORTH IN THE GEOTECHNICAL INVESTIGATION OF RECORD AND ARE IN CONFORMANCE WITH THE ACCEPTED PLANS AND SPECIFICATIONS. CERTIFICATION IN WRITING ARE TO BE RECEIVED BY THE TOWN ENGINEER OF THE TOWN OF FLORENCE PRIOR TO THE REQUEST FOR FINAL INSPECTION AND RELEASE OF ASSURANCE.
18. THE TOWN ENGINEER WILL, UPON RECEIPT OF ALL NECESSARY CERTIFICATIONS AS OUTLINED IN THE IMPROVEMENT PLANS, PERFORM A FIELD REVIEW IF THE DEVELOPMENT, FIELD CONDITIONS, DESIGN DISCREPANCIES, ETC., MAY REQUIRE ADDITIONAL WORK AND/OR IMPROVEMENTS AS A RESULT OF SAID REVIEW.
19. CONTRACTOR SHALL HAUL OFF EXISTING PAVEMENT THAT HAS BEEN REMOVED AND DISPOSE OF PROPERLY.



NOTE:  
EXISTING PAVEMENT SECTION VARIES SEE GEOTECHNICAL REPORT.

**1 SAN CARLOS TYPICAL SECTION**  
N.T.S.



REVISIONS		
NO.	BY	DESCRIPTION

**TOWN OF FLORENCE  
12" WATER LINE AUGMENTATION  
PAVEMENT REPLACEMENT PLAN**

	PREPARED BY: <b>CH</b> CHECKED BY: <b>CH</b> DATE: <b>12/15/2017</b>	DESIGNED BY: <b>CH</b> DRAWN BY: <b>CH</b> DATE: <b>12/15/2017</b>	SHEET NO: <b>C-11</b> OF 13
	TOWN OF FLORENCE 12" WATER LINE AUGMENTATION PAVEMENT REPLACEMENT PLAN		

MANDATORY JOB SITE WALK - SIGN IN SHEET

PROJECT: CIP WU-83 12" WATERLINE PROJECT - PHASE 3

DATE: 5/16/2019

TIME: 10:00AM

FACILITATOR: CHRIS SALAS / TIMM WAINSCOTT

LOCATION: TOWN HALL

Please print clearly - thank you.

	Last Name	First Name	Company	Email	Cell Phone
1	Williams	Mark	Accelerated Const. & Exc	alc83842@hotmail.com	520 820 6113
2	Gardner	Mark	Apache Undergr Oud	apachearundgr@frontier.net	928 242 1055
3	Hill	Dalton	DWA Construction	Dalton@DWAConstruction.com	480 447 3700
4	CHRISTENSEN	NICK	STANDARD CONSTRUCTION	ESTIMATING@STANDARDAZ.COM	623-377-0259
5	Lozano	Florencio	KE & G	lgallego@kegtus.com	520-488-0219
6	MILLS	MIKE	ELLISON-MILLS CONTRACTING	mmills@ellison-mills.com	520-251-1029
7	CHIONGBIAN	AJ	REDBINT CONTRACTING	ESTIMATING@REDBINTCONTRACTING.COM	602 792 0013
8	Thompson	Bret	B+F contracting	bthompson@BFCONTACTING.COM	623-271-2961
9	Lance	Shane	Sunland Asphalt	slance@sunlandasphalt.com	602-799-9242
10					
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Town of Florence  
Public Works Department  
444 N. Warner Street  
Florence, AZ 85132  
(520) 868-7614  
[www.florenceaz.gov](http://www.florenceaz.gov)

**Solicitation CIP WU-83 12” Waterline Project – Phase 3B**  
**ADDENDUM #4**  
**Questions and Answers – BID TAB HAS BEEN REVISED**  
**May 23, 2019**

**#1 QUESTION:** Will ADOT require a permit? Who obtains? Who pays?

**ANSWER:** Yes, the Town will initiate the permit, once the contractor is chosen. The contractor will supply ADOT with information necessary including the Traffic Control Plan(s).

**#2 QUESTION:** What utilities on Butte Ave? Pot holes? 50” ADOT rule?

**ANSWER:** Town of Florence has water and sewer within Butte Ave. Contractor needs to call Blue Stake for additional utilities. Utilities must be potholed. The Town cannot confirm the requirement of milling the road 50’ each side of the potholes. Please assume there will be no re-equipment for the mill. If milling of the ADOT asphalt is required, the Town will process a change order with the contractor.

**#3 QUESTION:** Will the Town provide a dump site? Asphalt? Fill?

**ANSWER:** No, contractor must dispose of materials such as asphalt, concrete. Town will provide a site for clean fill dirt.

**#4 QUESTION:** San Carlos was just resurfaced – is the Contractor allowed to place spoils on the street?

**ANSWER:** Yes. Spoils can be placed on street. The contractor must keep job site and street clean at all times.

**#5 QUESTION:** Square yard on pavement – San Carlos?

**ANSWER:** The bid tab is being revised to reflect just the standard ‘T’ top. Sheet C-11 will also be stricken in its entirety.

**#6 QUESTION:** “As-Builts” available?

**ANSWER:** No. We have GIS mapping of the location, the maps are not 100% accurate.

**#7 QUESTION:** 4’ “T” top?

**ANSWER:** Please bid the project as the plans are prepared and details are shown. If there is a need to modify the detail as the project unfolds the Town will process a change order.

**#8 QUESTION:** Is back fill to be native or ABC?

**ANSWER:** Please bid the project as the plans are prepared and details are shown. If there is a need to modify the detail as the project unfolds the Town will process a change order.

**#9 QUESTION:** Proof rolling trenches?

**ANSWER:** Yes, all trenches will be proof rolled.

**#10 QUESTION:** Permits through Town? What is there a cost?

**ANSWER:** A no cost permit will be required for Town projects. Traffic control plans will be required at the time of the permit application.

**#11 QUESTION:** Is a hydrant hook up available? What costs are associated?

**ANSWER:** Yes. No cost to contractor.

**#12 QUESTION:** What is the Contractor to do with the old piping? Abandon in place?

**ANSWER:** Abandon in place. Areas where piping is removed will be disposed of by the contractor.

**#13 QUESTION:** What is the completion date? Liquidated damages?

**ANSWER:** Please refer to the bidding document for the completion date. Liquidated damages are covered in the bidding document

**#14 QUESTION:** What are there scoring qualifications?

**ANSWER:** There is no scoring criteria per se. Contractors will need to submit project references to establish that the contractor has performed similar work in scope and fee.

**#15 QUESTION:** Page 14 #11 – Does the Town want a full list of projects? Is CDBG experience a requirement?

**ANSWER:** While there is no minimum requirement, five to six relevant project is great. There is no need to send 20 or more similar projects. No, CDBG is not necessarily a requirement. If the contractor has CDBG that probably should be included in the list of projects.

**#16 QUESTION:** Will the Proposal checklist be updated with Addenda?

**ANSWER:** See attached.

**#17 QUESTION:** Is a 10% Bid Bond required?

**ANSWER:** Yes

**#18 QUESTION:** Will the Town provide a storage area for materials and equipment?

**ANSWER:** The Town has property that can be utilized for this. The contractor can also with private property owners to acquire storage area.



**#19 QUESTION:** How should the Contractor handle traffic control?

**ANSWER:** Provide T.C.P. to the Town of Florence. Contractor can contract traffic control out or handle in in-house.

**#20 QUESTION:** The starting point of the project stated in the Schedule of Work does not match the starting point shown on the plans.

**ANSWER:** The stationing on the original bid tab was incorrect. A new bid tab is being included as part of this addendum.

**#21 QUESTION:** The quantities shown on the Schedule of Work do not match what is shown on the plans.

**ANSWER:** A new bid tab is with correct quantities is being included as part of this addendum.

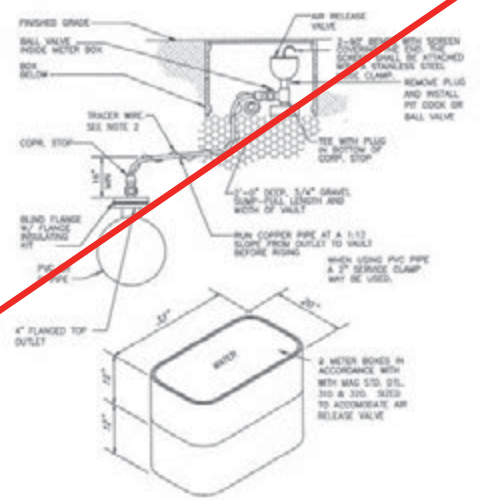
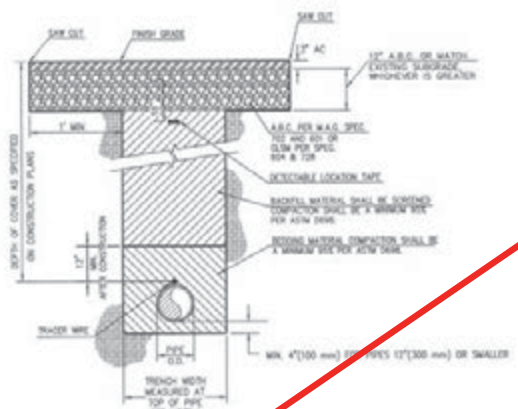
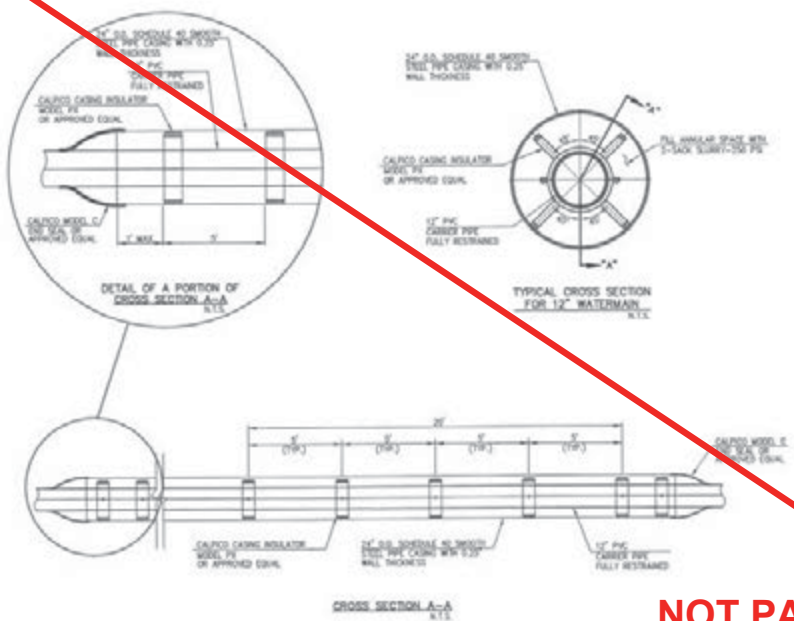
**#22 QUESTION:** The bid documents are calling for 5 million limit on the umbrella; generally, it is 2 million on the umbrella which we carry. Is the 5 million correct?

**ANSWER:** \$5 million is correct.

**Phase 3B CIP WU-83 12" Waterline Project CDBG  
PROPOSAL CHECK LIST**

- Bid Proposal Form
- Bid Bond, Certified Check or Cashier's Check
- Contractor's Qualification Statement with Supporting Documents
  - List of Most Representative Projects (Davis-Bacon identified)
  - Identification of Project Team and Crew Make-up
  - Resumes of Key Personnel
  - List of Current Major Project Commitments
  - Financial Statements
  - Credit References
- Sub-contractor and Material Suppliers List
- Timeframe for project completion
- LS-2 – Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements
- Certifications
- Addendum 1a – 1e
- Addendum 2 Design Set
- Addendum 3 Pre-Bid Sign-In
- Addendum 4 Questions & Answers --- NEW BID TAB

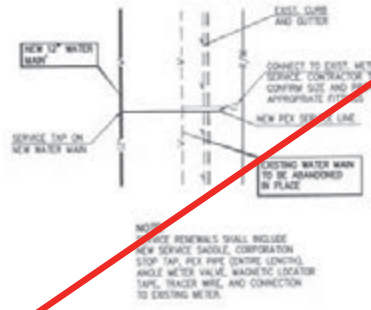




**NOT PART OF THIS CONTRACT**

1 WATER INSTALLATION IN CASING AT MAIN ST. (SR 798) AND BUTTE ROAD (SR798) N.T.S.

2 1" AIR RELEASE VALVE INSTALLATION N.T.S.



3 SERVICE LINE RENEWAL DETAIL N.T.S.

POINT #	NORTHING	EASTING	ELEVATION	MARK DESCRIPTION
100	737761.488	863575.784	1511.76	COTTON POKER SPINDLE
101	737760.182	862565.576	1509.91	COTTON POKER SPINDLE
102	738075.814	862064.763	1506.07	BARLARD SPIN
103	738384.732	862443.844	1508.02	COTTON POKER SPINDLE
107	737764.172	862646.536	1512.21	COTTON POKER SPINDLE
108	737763.671	862664.172	1514.76	COTTON POKER SPINDLE
111	738722.710	862668.136	1499.28	COTTON POKER SPINDLE
120	738462.479	864472.608	1494.20	COTTON POKER SPINDLE
121	738072.598	864472.301	1490.11	COTTON POKER SPINDLE
122	738722.504	864472.100	1492.49	COTTON POKER SPINDLE
124	738278.505	862574.126	1499.72	ALUMINUM CAP 2IN
200	741021.014	864047.082	1498.77	BRASS CAP
202	741022.247	864102.286	1498.25	BRASS CAP
203	738605.100	862642.719	1505.41	COTTON POKER SPINDLE
204	738278.802	862664.817	1507.83	BON PIPE 3/4 IN
312	738301.264	864032.854	1507.86	BRASS CAP HAND HOLE
313	738662.603	864032.257	1506.64	BRASS CAP HAND HOLE
7500	741022.148	863977.223	1487.95	BRASS CAP
7502	738722.267	864102.100	1500.91	COTTON POKER SPINDLE

REVISIONS

NO.	BY	DESCRIPTION	DATE

**TOWN OF FLORENCE**  
**12\"/>**

DESIGNED BY: [Signature] DATE: [Date]  
 DRAWN BY: [Signature] DATE: [Date]  
 CHECKED BY: [Signature] DATE: [Date]  
 APPROVED BY: [Signature] DATE: [Date]

10  
12 OF 13

**PHASE 3B**

<b>Project Name:</b>	Florence 12-inch Augmentation phase 3B	<b>Prepared by:</b>	EER	<b>Date:</b>	5/23/2019
<b>Project No.:</b>	486.05	<b>Checked by:</b>	TMB	<b>Date:</b>	5/23/2019
<b>Location:</b>	Florence, Arizona	<b>Client:</b>	City of Florence		
<b>Description:</b>	System Upgrades				

Item No.	Item Description	Unit	Quantity	Unit Price	Amount	Remarks
1	12-inch P.V.C. Pipe	LF	1,970		\$0	
2	12-inch D.I.P. Pipe	LF	60		\$0	
3	12-inch Gate Valve, B&C	LS	6		\$0	
4	6-inch D.I.P. Pipe	LF	177		\$0	Fire hydrant laterals
5	6-inch Gate Valve, B&C	LS	6		\$0	
6	1-inch Combination Air Release Valve	LS	2		\$0	Includes pipe, fittings, and and appurtances
7	Pipeline connections to existing system	EA	2		\$0	Includes fittings and valves
8	Fire Hydrant Removal	EA	3		\$0	
9	New Fire Hydrant	LS	6		\$0	Includes 6"DIP (riser pipe only)
10	Concrete Encased Sewer	EA	3		\$0	
11	Curb Replacement	LF	130		\$0	Assumes rolled or vertical curb to be replaced in 3 ft long sections
12	Sidewalk Replacement	SF	348		\$0	Assumes replacement of 4 ft x 3 ft at each crossing
13	Concrete Valley Gutter Replacement	LF	30		\$0	Assumes replaced in 10ft increments, 2ft wide
14	Asphalt Patch	SY	1,250		\$0	Assumes 4.5-ft trench width
15	Butte Ave. Jack and Bore	LF	103		\$0	
16	Service Tie Overs	EA	20		\$0	
17	Abandonment of Existing 4-inch	LS	1		\$0	
18	Traffic Control	LS	1		\$0	
19	Abandonment of Existing 4-inch	LS	1		\$0	
20	4" Tie-Over @ Duron	LS	1		\$0	Includes valves and fittings
	<b>Subtotal</b>				<b>\$0</b>	



Town of Florence  
Public Works Department  
444 N. Warner Street  
Florence, AZ 85132  
(520) 868-7614  
[www.florenceaz.gov](http://www.florenceaz.gov)

**Solicitation CIP WU-83 12” Waterline Project – Phase 3B  
ADDENDUM #5  
Questions and Answers  
May 24, 2019**

**QUESTION:** Is the contractor limited to “Made in America” materials?

**ANSWER:** The Town has confirmed with HUD, “There is no Buy American requirement for CDBG funded activities.”

# ADDENDUM 6

Town of Florence  
Bld Tabulation Sheet

*John H. ...*

Date Prepared: May 30, 2019

Prepared By: Mark Hernandez, Deputy Town Clerk

- Verbal (only allowed when \$5,000 or less)
- Witness Fee (mandatory when over \$5,000; attach info)
- Partially Sealed Bid # Florence 12 (with Town/Assessor/Plumber/MS Project - Bid Due Date: May 30, 2019 Bid Due Time: 1:00 pm)

See (include quality, brand, model, color)

Vendor Name Contract Purpose	1 original 2 copies	Bid Proposal Price	Acknowledgment of Addenda to - 5	Bid Bond	Contractor's Qualification Statement with Supporting Documents						Subcontractor & Materials Supplier List	Experience for project completion	L&A Contractor's Certification	Certification	Comments
					List of most recent projects	Identification of Project Teams Cover Dates to	Resumes of Key Personnel	List of current major project commitments	Financial Statements	Credit References					
1 Apollo Underground & Excavating, LLC P.O. Box 113 Laveade AZ 85509 PH #	Yes	\$ 815,000.00	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
2 Ellison Mills Contracting, LLC 2026 N. Lear Avenue Casa Grande AZ 85122 PH # 520-479-4704	Yes	\$ 498,800.00	Acknowledged Addendums to - 4 on form & submitted as	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
3 H & T Contractors, Inc. 1701 N. 27th Avenue Phoenix AZ 85016 PH #	Yes	\$ 713,300.00	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
4 Standard Construction Co., Inc. 810 E. Whittier Ave. Avondale AZ 85126 PH # 602-992-8700	Yes	\$ 880,007.00	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
5 Acornwood Construction & Excavating P.O. Box 837 Plummer ID 83851 PH #	No Original only no copies	\$ 408,800.00	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
6 Ruckelsh 2000 N. Oley St. Suite #122 Phoenix AZ 85008 PH # 602-992-0010	Yes	\$ 623,113.00	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	

Vendor Selected: **Ellison Mills Contracting** Address: **3152 N. Lear Avenue, Casa Grande, AZ 85122**

Justification (if not lowest price): \_\_\_\_\_

Department Head Approval: \_\_\_\_\_ Date: **6/5/19**

Finance Director Approval: \_\_\_\_\_ Date: **6/10/19**

Town Manager Approval: \_\_\_\_\_ Date: **6/10/19**

\*If any BIDDERS go to Town Clerk for approval.  
Attach this approval for to purchase request with written quotes, if applicable.

**Town of Florence**  
775 North Main Street  
PO Box 2670  
Florence, Arizona 85132

Phone (520) 868-7500  
Fax (520) 868-7501  
TDD (520) 868-7502  
[www.town.florence.az.us](http://www.town.florence.az.us)

**TOWN SERVICES**

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Building Inspection  
868-7556

Finance  
868-7670

Fire  
868-7609

Grants  
868-7554

Library  
868-9471

Municipal Court  
868-7514

Personnel  
868-7553

Parks & Recreation  
868-7589

Planning and Zoning  
868-7575

Police  
868-7681

Public Works  
868-7620

Senior Center  
868-7622

Town Hall  
868-7500

Town Manager's Office  
868-7558

Utility Billing  
868-7680

June 06, 2019

RE: Notice of Recommendation

Ellison Mills Contracting, LLC will be recommended to the Town Council for Consideration of the Florence 12-inch Water Line Augmentation Phase 3B Project.

Sincerely,



Rey Sanchez  
Finance Director/ Procurement Officer

# ELLISON-MILLS



CONTRACTING LLC

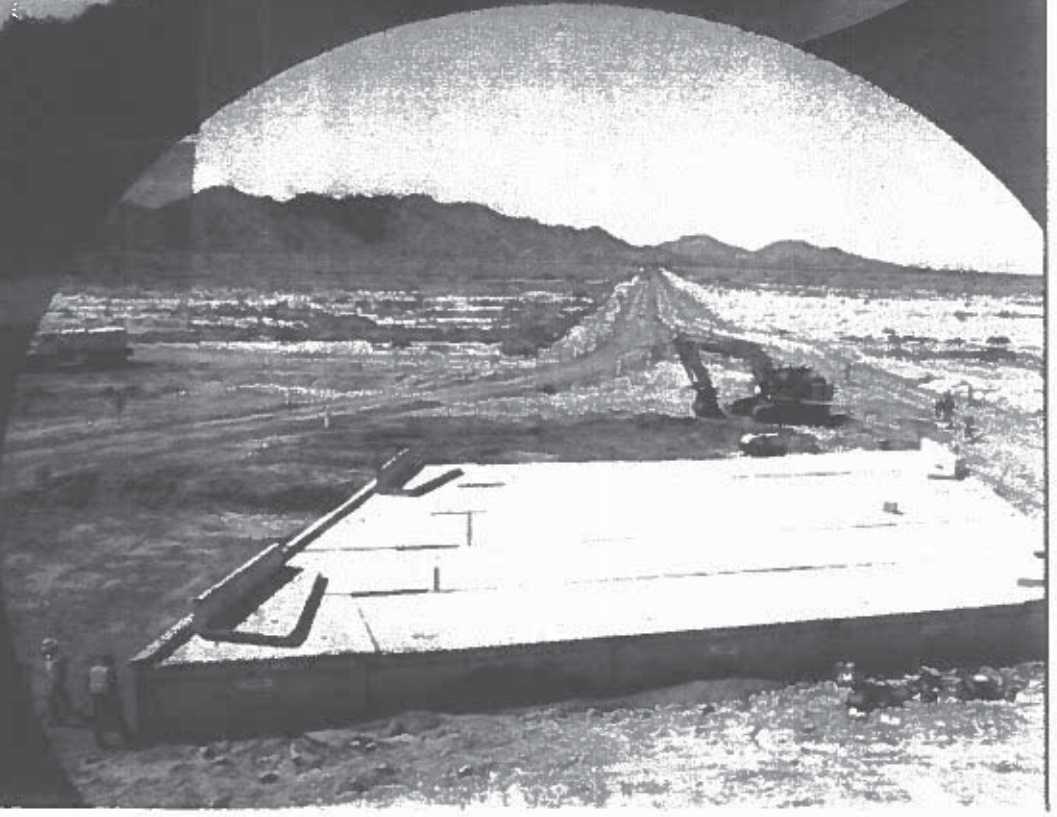


Town of Florence  
SEALED PROPOSAL  
Florence 12-Inch Water Line Augmentation  
Phase 3B  
Public Works : Water Line Improvements

Thursday \* May 30, 2019 \* 3:00 p.m.

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3152 N Lear Ave. Suite 2 \* Casa Grande, AZ \* 85122  
520-876-4004 Office \* 520-251-1029 Cell \* [www.ellison-mills.com](http://www.ellison-mills.com)



**PHASE 3B**

<b>Project Name:</b>	<u>Florence 12-inch Augmentation phase 3B</u>	<b>Prepared by:</b>	<u>EER</u>	<b>Date:</b>	<u>5/23/2019</u>
<b>Project No.:</b>	<u>486.05</u>	<b>Checked by:</b>	<u>TMB</u>	<b>Date:</b>	<u>5/23/2019</u>
<b>Location:</b>	<u>Florence, Arizona</u>	<b>Client:</b>	<u>City of Florence</u>		
<b>Description:</b>	<u>System Upgrades</u>				

Item No.	Item Description	Unit	Quantity	Unit Price	Amount	Remarks
1	12-inch P.V.C. Pipe	LF	1,970	\$ 81.60	\$ 160,752.00	
2	12-inch D.I.P. Pipe	LF	60	\$ 117.75	\$ 7,065.00	
3	12-inch Gate Valve, B&C	LS	6	\$ 3,011.75	\$ 18,070.50	
4	6-inch D.I.P. Pipe	LF	177	\$ 46.31	\$ 8,196.87	Fire hydrant laterals
5	6-inch Gate Valve, B&C	LS	6	\$ 2,320.69	\$ 13,924.14	
6	1-inch Combination Air Release Valve	LS	2	\$ 2,831.94	\$ 5,663.88	Includes pipe, fittings, and and appurtances
7	Pipeline connections to existing system	EA	2	\$ 3,319.24	\$ 6,638.48	Includes fittings and valves
8	Fire Hydrant Removal	EA	3	\$ 1,358.04	\$ 4,074.12	
9	New Fire Hydrant	LS	6	\$ 3,188.58	\$ 19,131.48	Includes 6"DIP (riser pipe only)
10	Concrete Encased Sewer	EA	3	\$ 2,559.27	\$ 7,677.81	
11	Curb Replacement	LF	130	\$ 35.27	\$ 4,585.10	Assumes rolled or vertical curb to be replaced in 3 ft long sections
12	Sidewalk Replacement	SF	348	\$ 7.45	\$ 2,592.60	Assumes replacement of 4 ft x 3 ft at each crossing
13	Concrete Valley Gutter Replacement	LF	30	\$ 78.42	\$ 2,352.60	Assumes replaced in 10ft increments, 2ft wide
14	Asphalt Patch	SY	1,250	\$ 48.52	\$ 60,650.00	Assumes 4.5-ft trench width
15	Butte Ave. Jack and Bore	LF	103	\$ 752.91	\$ 77,549.73	
16	Service Tie Overs	EA	20	\$ 1,670.96	\$ 33,419.20	
17	Abandonment of Existing 4-inch	LS	1	\$ 4,950.69	\$ 4,950.69	
18	Traffic Control	LS	1	\$ 6,608.45	\$ 6,608.45	
19	Abandonment of Existing 4-inch	LS	1	\$ 7,567.90	\$ 7,567.90	
20	4" Tie-Over @ Duron	LS	1	\$ 5,225.84	\$ 5,225.94	Includes valves and fittings
	<b>Subtotal</b>				\$ 456,696.39	

**BID PROPOSAL FORM  
TOWN OF FLORENCE  
FLORENCE 12-INCH WATER LINE AUGMENTATION PHASE 3B  
PROPOSAL FORM**

PROJECT IDENTIFICATION: Public Works: Water Line Improvements

CONTRACT IDENTIFICATION AND NUMBER: 126-19

THIS BID IS SUBMITTED TO: Town of Florence  
775 North Main Street  
Florence, AZ 85132

1. The undersigned bidder proposes and agrees, if this bid is accepted, to enter into an agreement with the Town of Florence in the form included in the contract documents to perform and furnish all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this bid and in accordance with the other terms and conditions of the contract documents. Contractors must have a current and valid SAM registration in order to be awarded a contract paid with federal funds.
2. Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation, those dealing with the disposition of bid security. This bid will remain subject to acceptance for thirty (30) days after the day of bid opening. Bidder will sign and submit the contract with the bonds and other documents required by the bidding requirements within ten (10) days after the date of Notice of Award.
3. In submitting this bid, bidder represents, as more fully set forth in the contract, that:
  - a. Bidder has examined copies of all of the bidding documents and of the following Addenda (receipt of which is hereby acknowledged):

Date	Addendum Number
05/15/2019	1A through 1E
05/26/2019	2, 3, and 4

- b. Bidder has familiarized himself/herself with the nature and extent of the contract documents, work, site, locality and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.
- c. Bidder specifies that the firm will not discriminate against employees or applicants for employment pursuant to the Governor's Executive Order 2009-9 and all other applicable state and federal laws, regulations and Executive Orders.



- d. Bidder has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site. Bidder acknowledges that the Town does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the bidding documents with respect to underground facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this bid for performance and furnishing of the work in accordance with the times, price and other terms and conditions of the contract documents.
  - e. Bidder has correlated the information known to the bidder, information and observations obtained from visits to the site, reports and drawings identified in the contract documents and all additional examinations, investigations, explorations, tests, studies and data with the contract documents.
  - f. Bidder has provided the Town written notice of all conflicts, errors, ambiguities or discrepancies that bidder has discovered in the contract documents and the written resolution thereof by Town is acceptable to bidder and the contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work for which this bid is submitted.
  - g. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid; bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and bidder has not sought by collusion to obtain for himself/herself any advantage over any other bidder or over the Town.
4. Bidder will complete the work in accordance with the contract documents for the following price: \$456,696.39 (Four Hundred Fifty-Six Thousand, six-hundred ninety six dollar and 39 cents).
5. Bidder agrees that the work will be fully completed and ready for final payment within **one hundred twenty (120) calendar days** after the date when the contract time commences. All work must be completed by **November 1, 2019**. In the event the contract approval date is less one hundred twenty (120) calendar days measured to November 1, 2019, the November

1, 2019 date will be considered the contract length and then liquidated damages can start to be applied.

6. Bidder accepts the provisions of the contract as to liquidated damages of **\$500 per day** for each consecutive calendar day in the event of failure to complete the work within the times specified in the contract.
7. The following documents are attached to and made a condition of this bid:
  - a. Required bid security in the form of Bid Bond
  - b. Contractor Qualification Statement and supporting data
  - c. SAM.gov registration
  - d. Sub-contractor and Material Suppliers List
  - e. Wage Rate Decision
  - f. LS-2 Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements
  - g. Certifications

8. Communications concerning this bid shall be addressed to:

Name: Ellison-Mills Contracting LLC. , Mike Mills  
Address: 3152 N Lear Ave., Ste 2  
Casa Grande, AZ 85122  
Phone: (520) 876-4004 Office, (520) 251-1029 Cell


Submitted on (date): May 30, 2019

State Contractor License No: 241166

Contractor DUNS No: 832011238

If bidder is:

**An Individual**

By (Signature of Individual):	
Typed or Printed Name of Individual:	Mike Mills
(dba):	
Business Address:	3152 N Lear Ave., Suite 2 Casa Grande, AZ 85122

Phone Number: (520) 876-4004 Office, (520) 251-1029 Cell

**A Partnership**

By (Firm's Name):

Signature of General Partner:

Typed or Printed Name of General Partner:

Business Address:

Phone Number:

**A Corporation**

By (Corporation's Name):

**(Affix Seal)**

State of Incorporation:

Signature of Authorized Signer:

Typed or Printed Name of Authorized Signer:

Business Address:

Phone Number:

**ARIZONA STATUTORY BID BOND FOR CONSTRUCTION  
PURSUANT TO TITLES 28, 34, AND 41, ARIZONA REVISED STATUTES  
(Penalty of this bond must not be less than 10% of the bid amount)**

KNOW ALL MEN BY THESE PRESENTS THAT: Ellison-Mills Contracting, LLC (hereinafter "Principal"), as Principal, and Travelers Casualty And Surety Company Of America (hereinafter "Surety"), a corporation organized and existing under the laws of the State of CT, with its principal offices in the City of Hartford, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto Town Of Florence (hereinafter "Obligee"), in the sum of Ten Percent (10%) of the amount of the bid of Principal, submitted by Principal to the Obligee for the work described below, for the payment of which sum, the Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

**PROJECT: Florence 12 inch Water Line Augmentation Phase 3B**

NOW, THEREFORE, if the Obligee shall accept the proposal of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of the proposal and give the bonds and certificates of insurance as specified in the standard specifications or Contract Documents with good and sufficient surety for the faithful performance of the contract and for the prompt payment of labor and materials furnished in the prosecution of the contract, or in the event of the failure of the Principal to enter into the contract and give the bonds and certificates of insurance, if the Principal pays to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of that section to the extent as if it were copied at length herein.

Witness our hands this 30th day of May, 2019.

Ellison-Mills Contracting, LLC  
PRINCIPAL \_\_\_\_\_ SEAL

By: AM \_\_\_\_\_  
*Ellison-Mills*

Title: Owner \_\_\_\_\_

Travelers Casualty And Surety Company Of America  
SURETY \_\_\_\_\_ SEAL

By: [Signature] \_\_\_\_\_  
Stephanie L. Bucholz, Attorney-in-Fact

CBI Bonding, Inc.  
AGENCY OF RECORD  
535 E. McKellips Road, Suite #129  
Mesa, AZ 85203  
AGENCY ADDRESS



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Stephanie L. Bucholz** of **Mesa Arizona**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **30th** day of **May**, 2019



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

## CONTRACTOR'S QUALIFICATION STATEMENT

The undersigned certifies under oath to the truth and correctness of all statements and of all answer to questions made hereinafter.

**SUBMITTED TO:** TOWN OF FLORENCE

**ADDRESS:** 775 NORTH MAIN STREET  
FLORENCE, AZ 85132

**SUBMITTED BY:** ELLISON-MILLS CONTRACTING LLC  
**NAME:** MIKE MILLS

**DUNS NUMBER:** 832011238

**TAXPAYER/EMPLOYER ID NUMBER:** 30-0448480

**ADDRESS:** 3152 N LEAR AVE., SUITE 2  
CASA GRANDE, AZ 85122

### PRINCIPAL OFFICE:

- Corporation  
 Partnership  
 Individual

- Joint Venture  
 Other: SINGLE OWNER LIMITED LIABILITY COMPANY

1. How many years has your organization been in business as a general contractor?

11 YEARS, 4 MONTHS

2. How many years has your organization been in business under its present business name?

11YEARS, 4 MONTHS

a. Under what other or former names has your organization operated?

ACHEN GARDNER INC.

3. If a corporation, answer the following:

a. Date of incorporation

- b. State of incorporation
- c. President's name
- d. Vice-president's name(s)
- e. Secretary's name
- f. Treasurer's name

4. If an individual or a partnership, answer the following:

- a. Date of organization JANUARY 1, 2008
- b. Name and address of all partners (state whether general or limited partnership)

Mike Mills  
3152 N Lear Ave., Suite 2  
Casa Grande, AZ 85122

5. If other than a corporation or partnership, describe organization and name principals.

6. List states and categories in which your organization is legally qualified to do business. Indicate registration or license numbers. List states in which partnership or trade name is filed. State of Arizona

A -	General Engineering	Lic. # 241166
B-1	General Commercial Contracting	Lic. # 260465
CR 80	Sewer, Drains, Pipe Laying (Speciality Dual)	Lic. # 284253

7. We normally perform the following work with our own forces.

Water Line, Sewer Line, Grading, Paving, Concrete Placement and Removal

8. Have you ever failed to complete any work awarded to you? If so, note when, where and why.

No work has ever failed to be completed that has been awarded.

9. Within the last five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a construction contract? If so, attach a separate sheet of explanation.

No

10. On a separate sheet, list major construction projects your organization has in process, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

See attached.

11. On a separate sheet, list the major projects your organization has completed in the past five (5) years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

See attached.

12. On a separate sheet, list the construction experience of the key individuals of your organization.

See attached.

13. **Trade references.**

Southwest Asphalt	1302 Driver Way	Tempe, AZ 85282	(480) 730-1033
Fortiline, Inc.	3830 E Wier Avenue	Phoenix, AZ 85040	(704) 788-9800
Arizona Materials LLC	3636 S 43rd Avenue	Phoenix, AZ 85009	(602) 278-4444

14. **Bank references.**

BOKF, N.A. dba BOK Financial	(602) 204-2745
2600 N Central Avenue, Ste. 2000	
Phoenix, AZ 85004	

15. **Name of bonding company and name and address of agent.**

CBI Bonding, Inc. / Travelers Casualty and Surety Company of America  
535 E McKellips Road, Suite #129, Mesa, AZ 85203

16. **Attach a financial statement, audited if available, including contractor's latest balance sheet and income statement showing the following items:**
- Current assets (i.e. cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses).**
  - Net fixed assets.**
  - Other assets.**



- d. Current liabilities (i.e. accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes).
- e. Other liabilities (i.e. capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).
- f. Name of firm preparing financial statement and date thereof.
- g. Is this financial statement for the identical organization named on Page One (1)?
- h. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (i.e. parent-subsidiary).
- i. Will this organization act as guarantor of the contract for construction?

17. Dated at Ellison-Mills Contracting LLC this 28th day of May, 2019.

Name of organization: Ellison-Mills Contracting LLC

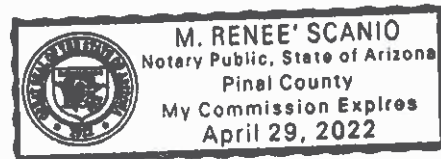
By: , Mike Mills

Owner   
Title

18. Mike Mills being duly sworn deposes and says that ~~he~~ she is the Owner of Ellison-Mills Contracting LLC contractor(s) and that answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn before me this 28th day of May, 2019.

  
Notary Public M. Renee Scanio



My commission expires: April 29, 2022

ELLISON-MILLS CONTRACTING, LLC

WORK ON HAND

AS OF:  
04/30/19

JOB NO.	JOB	TOTAL CONTRACT	PERCENT COMPLETE	AMOUNT UNCOMPLETED	OWNER	ARCHITECT	SCHEDULE COMPLETION DATE
1530	D4 Tank and Booster Pump	\$2,813,710	100.0	\$0	GRIC HOSKIN-RYAN		Apr-19
1537	Blue Horizon Outfall	\$190,673	100.0	\$0	AWC AWC		Mar-19
1539	Eloy City Hall	\$443,526	100.0	\$0	CITY OF ELOY SMITH GROUP		Mar-19
1547	D3 Police Station Waterline	\$230,576	100.0	\$0	GRIC WBL GROUP		Mar-19
1548	Material Hauling Epifini	\$14,723	79.0	\$3,092	EPIFINI N/A	ON GOING	
1553	Bellaza Storm Drain	\$606,060	72.0	\$169,697	TAYLOR MORRISON HILLGART-WILSON		Sep-19
1556	GRIC 2019 Sewer/Water Services	\$609,749	53.0	\$286,582	GRIC GRIC		9/30/2019
1558	Nissan Pump House Drain Line	\$2,511	97.0	\$75	NISSAN NISSAN		Mar-19
1563	Phoenix Pavers	\$16,024	100.0	\$0	DESERT VIEW ELECTRIC N/A		Feb-19
1564	Florence K-8 GYM BLD	\$109,772	44.0	\$61,472	FUSD MARTIN ENGINEERING		Jul-19
1565	Papago Butte IDD	\$21,499	100.0	\$0	PAPAGO N/A	ON GOING	
1566	CGUHS Concrete Ramp	\$8,774	100.0	\$0	CGUHS N/A		Feb-19
1567	CG Russell Rd Water Leaks	\$2,355	100.0	\$0	AWC N/A		Mar-19
1568	AWC Well 9 Blockwall	\$9,926	100.0	\$0	AWC N/A		Apr-19
1569	Nissan Arsenic	\$45,467	100.0	\$0	NISSAN LAYTON		Mar-19
1570	Well 9 Haul Off	\$2,975	100.0	\$0	AWC N/A		Mar-19
1572	Coyote Ranch Earthwork	\$2,500	100.0	\$0	GARDNER DEVELOPMENT N/A		Apr-19
1573	Coolidge Dairy Queen	\$34,690	100.0	\$0	BJORSTAD DEVELOPMENT N/A		Apr-19
1574	AZ Water Pinal Paving	\$3,500	100.0	\$0	AWC N/A		Mar-19

TOTAL BACKLOG

\$520,918

Printed: 30-May

# **SUMMARY of KEY PERSONNEL**

## **MIKE MILLS—PROJECT MANGER / 20 YEARS CONSTRUCTION EXP. 11 YEARS EXP WITH ELLISON-MILLS CONTRACTING**

Mike Mills has over 20 years of experience in the construction industry, to include the City of Casa Grande, Arizona Water Company, Gila River Indian Reservation to name a few. Mike's forte includes, however not limited to:

**\*Cost Estimating \* Scope development \* Value Engineering \* Scheduling \* Utility & Stake Holder Meetings \***

Mike will be primary contact and will have overall responsibility for the coordination and execution of the project from contract award to final acceptance.

## **ZACH MEYER—SUPERINTENDENT / 10 YEARS CONSTRUCTION EXP. WITH ELLISON-MILLS CONTRACTING**

As Superintendent, Zach will have overall responsibility of the project. He will oversee every phase of the construction project from preconstruction to the final- completion. Zach's scope of work, will include, scheduling sub-contractors, consultants and coordinate required inspections. He will issue reports and progress updates.

## **FILIBERTO BOJORQUEZ— FOREMAN / 15 YEARS CONSTRUCTION EXP. 11 YEARS EXP WITH ELLISON-MILLS CONTRACTING**

Filiberto exhibits leadership qualities and organizational skills to successfully execute complex projects. As Foreman, he will have the overall responsibility leading and assigning the Project Team duties, monitoring the progress and keeping it on track from a time and budgetary standpoint.

## **RENEE' SCANIO—PROJECT ADMIN / 8 YEARS INDUSTRY EXP. 1 YEAR EXP WITH ELLISON-MILLS CONTRACTING**

As a Project Admin, Reneé Scanio maintains the overall responsibility of ensuring all sub-contractors are in-compliance, insuring all certified payroll/prevaling wages completed with accuracy, managing the budget and expenditures, coordinating meetings, updating the project calendar, and tracking project's progress.

# Key Personnel—Individual Resumes

# Item 11 & 12

## MIKE MILLS—PROJECT MANAGER / 20 YEARS CONSTRUCTION EXPERIENCE

Mike Mills, owner of Ellison-Mills Contracting LLC (EMC), has been in the construction industry his entire career. Mike was first employed by Achen-Gardner, Inc. (Special Project Operation Division) in 1998. Mike was awarded a college scholarship, from the Casa Grande Rotary Foundation Scholarship Program. Upon his graduation from Casa Grande Union High School, he continued to work for Achen-Gardner while completing his Bachelor's Degree at ASU. In 2008, Ellison-Mills Contracting was formed and in 2012, Mike became the owner of EMC when his partner; Brent Ellison decided to relocate, making Mike the sole owner. Mike has spent his entire career working in Casa Grande and surrounding areas; therefore, Mike continues to have a vested interest in the community. In the early stages of Mike's career in Casa Grande, EMC, completed several local housing sub-divisions (including Coyote Ranch, Cottonwood Ranch PH I-IV, Mission Valley, G-Diamond Ranch, Santa Rosa, Casa Vista) in addition to the showcase projects listed below.

### Dysart Road improvements:

**Client:** City of Avondale  
**Contact:** Charles Andrews  
**Phone:** 623-333-4200  
**Final Contract::** \$2,315,509.00  
**Role:** Project Manager



**Description:** The Dysart Road Improvements Project encompassed the installation of approximately 5000' of 12" water line and new services for businesses and residents within the scope of the project. Upon completion of the waterline improvements, the existing roadway between Van Buren St. and Buckeye Rd. was rebuilt. This was accomplished by completely removing and replacing the heavily damaged areas, and overlaying the remaining areas. The scope of work also included the removal and replacement of concrete valley gutters, curbs and sidewalks along Dysart Road. Upgrades to existing traffic signals were also completed in the scope of work.



### City of Casa Grande Downtown Revitalization PH I and II:

**Client:** City of Casa Grande  
**Contact:** Kevin Louis  
**Phone:** 520-421-8622  
**Final Contract:** \$5,417,430.00  
**Role:** Project Manager



**Description:** In Phase I, Construction took place during the summer of 2007 and was procured by *hard bid*. The **Downtown Revitalization** project encompassed completely demolishing the existing concrete roadway from right-of-way to right-of-way and installing new water mains, storm drains, curb, gutter, sidewalk, paving and landscaping. In Phase II, under the **CM@Risk** procurement EMC was tasked to revitalize Florence Street with artistic sidewalks, crosswalks, landscaping, all while not impacting or closing any existing businesses.



**Gila River Indian Community Blackwater School Road Improvements:**

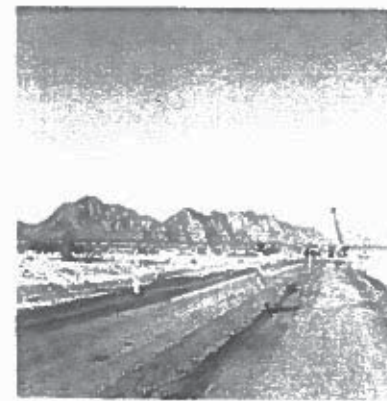
**Client:** Gila River Indian Community Department of Transportation  
**Contact:** Steve Johnson  
**Phone:** 520-562-  
**Final Contract:** \$1,664,641  
**Role:** Project Manager  
**Certified Payroll (Davis-Bacon)**

**Description:**

Ellison-Mills contracting procured Blackwater School Road Improvements thru hard bid. The scope of



this project included two new prefabbed box culverts, curb, sidewalk, storm drains, and over two

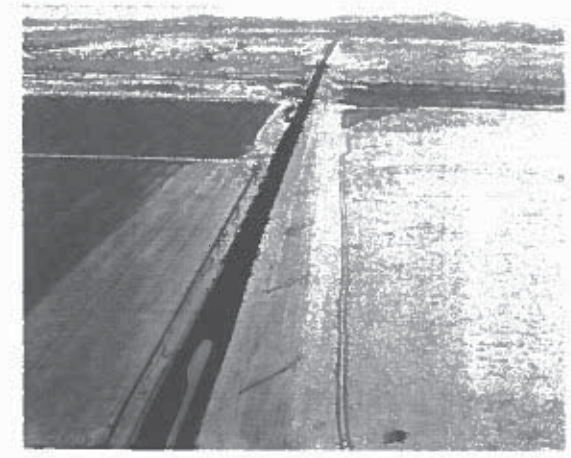


miles of reconstructed roadway. Access had to be maintained throughout the project to allow residents to access homes.

**Peart Road Improvements:**

**Client:** City of Casa Grande  
**Contact:** Kevin Louis  
**Phone:** 520-421-8622  
**Final Contract:** \$5,417,430  
**Role:** CG Director of Public Works

**Description:** Special Project Operation Division of Achen-Gardner was awarded the contract to construct one mile of Peart Road between Rodeo Road and McCartney Road. Prior to the start of construction, Peart Road was a two track farm road. Achen-Gardner completed all necessary clearing and grubbing, earthwork, storm drains, subgrade preparation and asphalt paving for this roadway project.



**Casa Grande Airport Industrial Park:**

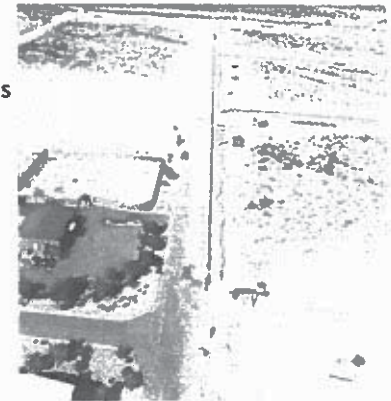
**Client:** City of Casa Grande  
**Contact:** Kevin Louis  
**Phone:** 520-421-8622  
**Final Contract:** \$1,803,202.00  
**Role:** CG Director of Public Works

**Description:** Special Project Operation Division of Achen-Gardner carried out a complete turn key operation for the city of Casa Grande Airport Industrial Park. The project encompassed all operations including grad-



ing, concrete work, underground utilities to include 4500' of 8" sewer 5000 of 8" water lines fire hydrants, dry utilities, and paving.

Self performance for the project was 88%.



## FILIBERTO BOJORQUEZ—FOREMAN / 15 YEARS CONSTRUCTION EXPERIENCE

Filiberto Bojorquez, has been an asset with the Ellison-Mills team since inception. He started working as a common laborer, and has worked his way up through the company. Filiberto has been running jobs for Ellison-Mills Contracting in excess of \$1,000,000.00. Filiberto possesses excellent workmanship, he is goal oriented and deadline driven. The quality of work is Filiberto's forte' and priority to complete the scope of work to the specifications set-forth for every job he steps foot on. Filiberto lives and raises his family in Casa Grande.

### Gila River Indian Community Main

#### Extensions :

**Client:** Gila River Indian Community

**Contact:** Brain Shipman

**Phone:** 520-562-3343

**Final Contract:** \$1,007,130

**Role:** Foreman

**Certified Payroll (Davis-Bacon)**

**Description:** Ellison-Mills Contracting was tasked to installed 27 main line extensions to service 150 homes within Districts 1-7. Water line sizes varied from 8"-12" in size.



### AZ Water Santiago Trail

#### 24" DIP Water Main :

**Client:** AZ Water Co.

**POC:** Kevin Pakka

**Phone:** 520-836-8785

**Final Contract:** \$1,308,628

**Role:** Foreman

**Description:** Ellison-Mills Contracting was tasked to install 2 miles of 24" DIP water line thru Mission Royale to serve the new water campus being built by AZ Water. Projected consisted installing 2 miles of 24" water line, traffic Control, complete and partial road replacement , 36" bore, and tie-in's over 18' in depth.



### Gila River Indian Community

#### D4 Tank and Booster Project :

**Client:** Gila River Indian Community

**Contact:** Abe Cooper-Lopez

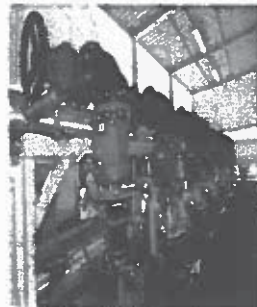
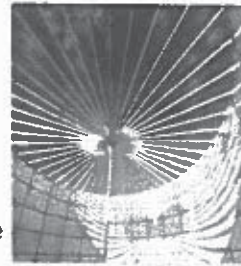
**Phone:** 520-562-3343

**Final Contract:** 2,813,710.33

**Role:** Foreman

**Certified Payroll (Davis-Bacon)**

**Description:** Under the CM@Risk procurement Ellison-Mills Contracting was tasked to build the new water campus for the D4 service center. This water campus will not only supply fire storage for the district service center but will



also provide for future growth throughout the community. The project consisted of 3000' of 16" C-900, 2-750,000 gallon water tanks, new prefab building, electrical , scada, 5000 gallon hydro tank, and 7 vfd booster pumps.

### Taylor Morrison Homes

**Client:** Taylor Morrison

**Contact:** Mike Campeau

**Phone:** 623-256-8212

**Final Contract:** \$606,392

**Role:** Foreman



**Description:** Ellison-Mills Contracting was awarded the storm drain improvements for the Bellaza Subdivision. For this work EMC installed 1500' of 36" CL V storm drain pipe including 9 structures.

### Gila River Indian Community Police Station :

**Client:** Gila River Indian Community

**Contact:** Abe Cooper-Lopez

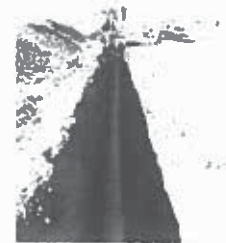
**Phone:** 520-562-3343

**Final Contract:** \$230,576

**Role:** Foreman

**Certified Payroll (Davis-Bacon)**

**Description:** Under this design build project Ellison-Mills Contracting was tasked to implement the water infrastructure for the new Police Station in Sacaton. This was a turn Key project from engineering to final walk-thru.



## ZACH MEYER—SUPERINTENDENT / PROJECT MANAGER / 9 YEARS CONSTRUCTION EXP. /8 YEARS ELLISON-MILLS CONTRACTING

Zach Meyer has been an asset with the Ellison-Mills team since 2012. He started working as a laborer, then rapidly advanced his way up through the company. Zach excels in owners conceptional idea to final completion of job. He exceeds in project management, estimation skills and problem solving. As a team leader, he consistently oversees and supports the job, even if it means he jumps in. Zach possesses strong communication skills, excellent workmanship, goal oriented, and deadline driven. The quality of work is Zach's cornerstone, and he make's it his primary focus to complete work to specifications.

### Arizona Water Company :

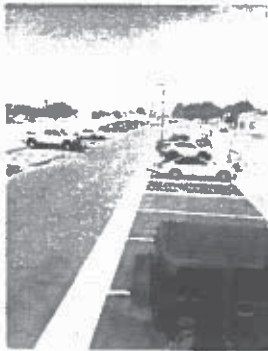
**Client:** Arizona Water  
**Contact:** Richard Hacker  
**Phone:** 602-240-6860  
**Contract:** \$880,625.13  
**Role:** Project Manager/Superintendent



**Description:** Ellison-Mills Contracting was selected to build the new parking lot for the corporate offices of AZ Water. This project included grading, paving block wall, retaining walls, view fencing, electronic gate openers, utilities, and landscaping.

### City of Eloy City Hall:

**Client:** Core Construction  
**Contact:** Mike Stecyk  
**Phone:** 602-319-9825  
**Contract:** \$439,926  
**Role:** Foreman  
**Description:** Ellison-Mills Contracting was selected as a subcontractor to Core Construction to complete all paving, grading, and wet utilities for the new City of Eloy City Hall.



### St. Anthony Parking Lot Reconstruction :

**Client:** St. Anthony Catholic Church  
**Contact:** Steve Di Muzio  
**Phone:** 520-252-9072  
**Contract:** \$311,922.49  
**Role:** Project Manager/Superintendent

**Description:** Ellison-Mills Contracting was selected to build the new parking lot for the St. Anthony's Catholic Church in Casa Grande. This project was a total reconstruct and had to be phased out. During construction EMC was given only a two week window to construct the main parking lot.



Only one weekend was closed for church services during the entire construction.

### BDI Airport Water Infrastructure :

**Client:** SJ Anderson  
**Contact:** John Knox  
**Phone:** 602-722-0147  
**Contract:** \$435,285.65  
**Role:** Project Manager/Superintendent

**Description:** The Bisbee Douglas International Airport improvement project involved over 10,000' of 8" water line with all necessary fire hydrants and water services. The project included installing cathodic protection, multiple control valve clusters, and abandoning existing waterlines. The job included coordinating night time work to accommodate the State Prison that was being fed off the water waterline being improved.

### Belmont Parkin Lot:

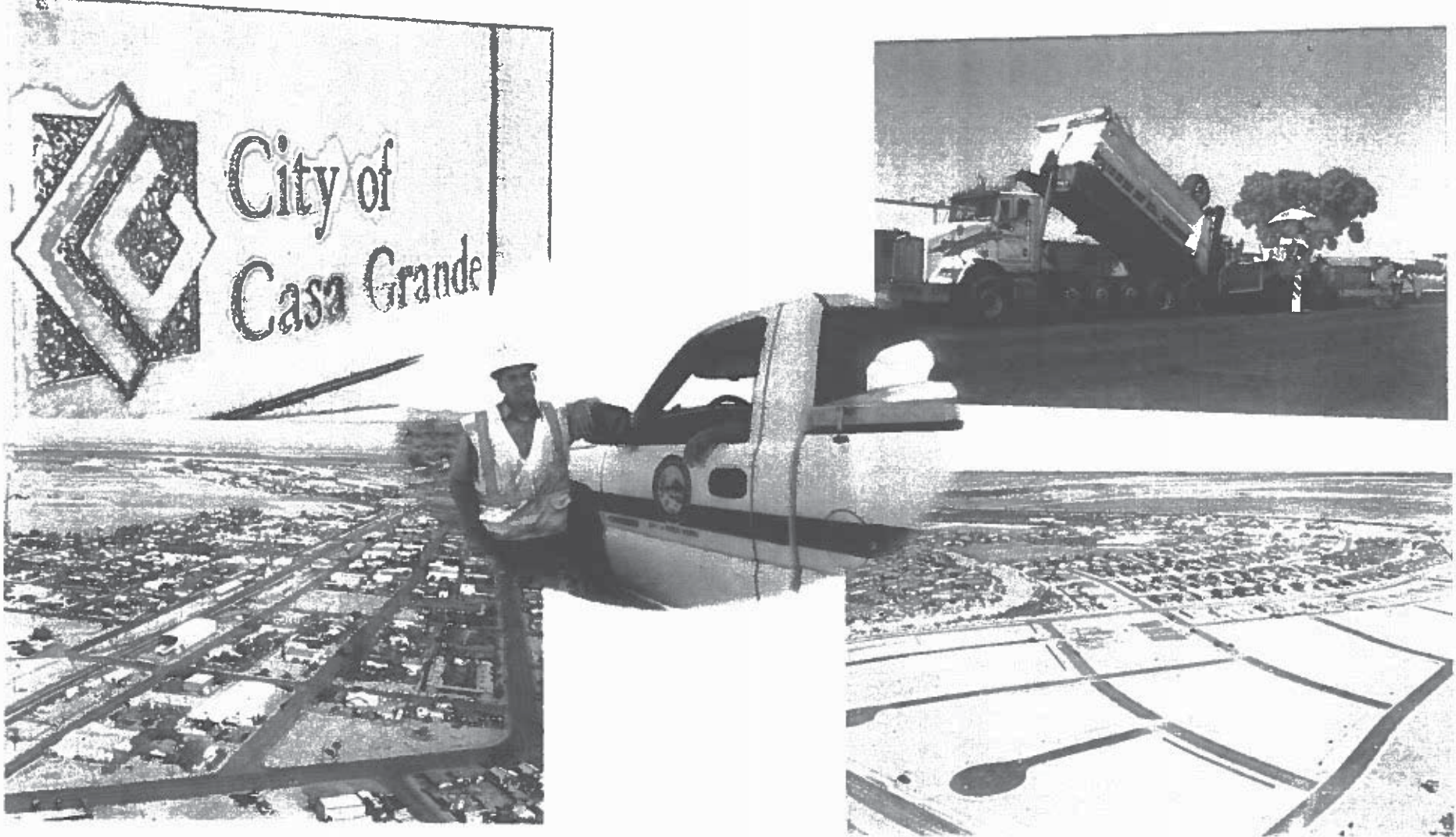
**Client:** W.E. O'Neil  
**Contact:** Brent Frazer  
**Phone:** 480-921-8000  
**Contract:** \$81,181.00  
**Role:** Project Manager/Superintendent



**Description:** Ellison-Mills Contracting was selected by W.E. O'Neal to build the new parking lot for Belmont Assisted Living Center. This project included grading, paving .

## RENEE SCANIO—PROJECT ADMINISTRATOR / 8 YEARS INDUSTRY EXPERIENCE

Reneé Scanio came to Ellison-Mills a little over a year ago . She is a seasoned professional in every stage of the construction accounting process. She brings to the team a pervasive back ground experience in management, marketing, and being well versed in accounting. She has over 8 years of experience in Property Management and over 20 years in finance, A/P, A/R, and accounting payroll. In addition, she has the expertise to fulfill all aspects of administration of the contract and project accounting as a standard project or as a Davis-Bacon/prevaling wage project. Her expertise has brought to us an unwavering support to the team, to fulfill all aspects of administration. Reneé is cognitive of budgets and meeting required deadlines to keep the team on point. Reneé works vigorously to ensure all the contracts are followed, change orders submitted properly, bond completion, and certificate of insurances are all up-to-date before the launch of the project. She is devoted to dedicating as much time as necessary for the successful completion of project.





**ELLISON-MILLS, LLC**  
**Work in Process Report**  
AS OF: 4/30/2019

JOB NO	JOB NAME	TOTAL CONTRACT	FINAL COST EST	REVENUE EARNED	COST TO DATE	GROSS EARNINGS	PCT PFT	PCT CPLT	PROGRESS BILLING	UNDER(OVER) BILLED
<b>CONTRACTS IN PROGRESS</b>										
1530	D4 Tank and Booster Pump	\$2,813,710	\$2,780,114	2,813,710	\$2,780,114	\$33,596	1.2	100.0	\$2,813,710	(\$0)
1537	Blue Horizon Outfall	\$190,673	\$172,129	171,606	\$154,916	\$16,690	9.7	90.0	\$190,673	(\$19,067)
1539	Eloy City Hall	\$443,526	\$402,031	421,350	\$381,930	\$39,420	9.4	95.0	\$385,083	\$36,267
1547	D3 Police Station Waterline	\$230,576	\$199,543	219,047	\$189,566	\$29,481	13.5	95.0	\$230,576	(\$11,529)
1548	Material Hauling Epifini	\$14,723	\$13,166	11,631	\$10,401	\$1,230	10.6	79.0	\$16,344	(\$4,713)
1553	Bellaza Storm Drain	\$606,060	\$557,549	436,363	\$401,436	\$34,928	8.0	72.0	\$325,464	\$110,899
1556	GRIC 2019 Sewer/Water Services	\$609,749	\$563,469	323,167	\$298,639	\$24,528	7.6	53.0	\$367,554	(\$44,387)
1558	Nissan Pump House Drain Line	\$2,511	\$2,311	2,436	\$2,241	\$195	8.0	97.0	\$2,511	(\$75)
1563	Phoenix Pavers	\$16,024	\$14,567	16,024	\$14,567	\$1,457	9.1	100.0	\$16,024	\$0
1564	Florence K-8 GYM BLD	\$109,772	\$100,990	48,300	\$44,435	\$3,864	8.0	44.0	\$37,219	\$11,081
1565	Papago Butte IDD	\$21,499	\$20,152	21,499	\$20,152	\$1,347	6.3	100.0	\$23,899	(\$2,400)
1566	CGUHS Concrete Ramp	\$8,774	\$8,107	6,230	\$5,756	\$474	7.6	71.0	\$8,774	(\$2,545)
1567	CG Russell Rd Water Leaks	\$2,355	\$2,000	1,013	\$860	\$153	15.1	43.0	\$2,355	(\$1,342)
1568	AWC Well 9 Blockwall	\$9,926	\$9,100	9,826	\$9,009	\$817	8.3	99.0	\$9,926	(\$99)
1569	Nissan Arsenic	\$45,467	\$42,068	33,646	\$31,130	\$2,515	7.5	74.0	\$45,467	(\$11,821)
1570	Well 9 Haul Off	\$2,975	\$2,737	1,517	\$1,396	\$121	8.0	51.0	\$2,975	(\$1,458)
1572	Coyote Ranch Earthwork	\$2,500	\$2,000	1,325	\$1,060	\$265	20.0	53.0	\$2,426	(\$1,101)
1573	Coolidge Dairy Queen	\$34,690	\$31,915	6,244	\$5,745	\$500	8.0	18.0	\$0	\$6,244
1574	AZ Water Pinal Paving	\$3,500	\$3,250	1,820	\$1,690	\$130	7.1	52.0	\$0	\$1,820
		\$5,169,011	\$4,927,188	\$4,546,754	\$4,355,042	\$191,712			\$4,480,982	\$65,772
<b>2019 CLOSED JOBS</b>										
1514	Phoenix Office Parking Lot	\$880,625	\$781,769	880,625	\$781,769	\$98,856	11.2	100.0	\$880,625	\$0
1557	UFP Waterline Lone Butte	\$60,839	\$45,991	60,839	\$45,991	\$14,848	24.4	100.0	\$60,839	\$0
1559	Monsanto Elect	\$15,681	\$6,603	15,681	\$6,603	\$9,078	57.9	100.0	\$15,681	\$0
1560	Pot Hole GRIC DPW	\$3,159	\$2,310	3,159	\$2,310	\$849	26.9	100.0	\$3,159	\$0
1561	Nissan Pond Lining	\$2,457	\$2,037	2,457	\$2,037	\$420	17.1	100.0	\$2,457	\$0
1562	Bull Moose Elect	\$9,808	\$7,757	9,808	\$7,757	\$2,052	20.9	100.0	\$9,808	\$0
1571	Casa Grande Dispatch Asphalt Repair	\$18,764	\$17,956	18,764	\$17,956	\$808	4.3	100.0	\$18,764	\$0
		\$991,333	\$864,422	\$991,333	\$864,422	\$126,911			\$991,333	\$0
<b>PREV YEAR</b>				(\$4,360,396) (\$4,162,603) (\$197,793)						
<b>SUBTOTAL</b>		\$6,160,344	\$5,791,620	1,177,691	\$1,056,861	\$120,829			\$5,472,315	\$65,772

ELLISON-MILLS CONTRACTING LLC  
Balance Sheet  
As of April 30, 2019

Apr 30, 19

**ASSETS**

<b>Current Assets</b>	
<b>Checking/Savings</b>	
1120.00 · CASH	
1120.07 · ARIZONA BUSINESS BANK	370,814.05
1120.09 · EMC TEXTURA	1,000.00
1120.10 · ABB PAYROLL2 ACCOUNT	12,108.02
<b>Total 1120.00 · CASH</b>	<b>383,922.07</b>
<b>Total Checking/Savings</b>	<b>383,922.07</b>
<b>Accounts Receivable</b>	
1200.00 · ACCOUNTS RECEIVABLE	640,173.68
<b>Total Accounts Receivable</b>	<b>640,173.68</b>
<b>Other Current Assets</b>	
1210.00 · OVER-UNDER BILLED	65,771.45
1300.00 · CONSTRUCTION IN PROGRESS	4,316,485.61
1300.02 · WIP CONTRA	-4,316,485.61
1500.00 · EQUIPMENT	
1500.02 · 2016 FORD F550 07590	55,823.25
1500.03 · 2017 KOMATSU PC228	227,212.16
1500.04 · 2017 F250 01531	41,986.72
1500.05 · 06 KENWORTH 4K WTR TRK	73,878.50
1500.06 · 2018 F250 FORD S-DTY	44,153.85
1500.07 · Silverado 2019	63,974.59
1500.00 · EQUIPMENT - Other	61,955.72
<b>Total 1500.00 · EQUIPMENT</b>	<b>568,984.79</b>
1600.00 · ACCUMULATED DEPRECIATION	-154,543.13
1800.00 · PREPAIDS	
1800.01 · PREPAID GL INSURANCE	2,084.12
<b>Total 1800.00 · PREPAIDS</b>	<b>2,084.12</b>
<b>Total Other Current Assets</b>	<b>482,297.23</b>
<b>Total Current Assets</b>	<b>1,506,392.98</b>
<b>TOTAL ASSETS</b>	<b>1,506,392.98</b>

**LIABILITIES & EQUITY**

<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
2210.00 · ACCOUNTS PAYABLE	255,008.88
<b>Total Accounts Payable</b>	<b>255,008.88</b>
<b>Other Current Liabilities</b>	
2210.05 · CONTINGENT JOB COSTS	38,556.39
2210.06 · WARRANTY SERVICE ACCRUAL	51,320.59

12:23 PM

## ELLISON-MILLS CONTRACTING LLC

## Balance Sheet

05/13/19

As of April 30, 2019

Accrual Basis

	Apr 30, 19
<b>2215.00 · PAYROLL LIABILITIES</b>	
2215.03 · GARNISHMENTS	-26.63
2240.03 · VACATION ACCRUAL	11,997.72
2240.04 · VACATION PAID	-5,083.14
2240.05 · HEALTH INSURANCE ACCRUAL	26,878.55
2240.06 · HEALTH INSURANCE PAID	-24,156.40
2240.07 · HOLIDAY ACCRUAL	5,862.31
2240.08 · HOLIDAY PAID	-5,765.86
2240.11 · DISABILITY/DENTAL/LIFE ACCRUAL	1,320.34
2240.12 · DISABILITY/DENTAL/LIFE PAID	-2,629.30
2240.17 · SIMPLE IRA ACCRUAL	4,503.27
2240.18 · SIMPLE IRA PAID	-3,784.30
2240.19 · R & R ACCRUAL	3,345.60
2380.00 · WORKERS COMPENSATION ACCRUED	10,924.97
2380.01 · WORKERS COMPENSATION PAID	-10,924.00
2410.00 · ACCRUED PAYROLL TAXES	
2410.01 · FEDERAL W/H PAYABLE	-3,487.00
2410.02 · FICA PAYABLE	-2,791.32
2410.03 · STATE UNEMPLOYMENT PAYABLE	89.64
2410.04 · FEDERAL UNEMPLOYMENT PAYABLE	17.58
<b>Total 2410.00 · ACCRUED PAYROLL TAXES</b>	<b>-6,171.10</b>
<b>Total 2215.00 · PAYROLL LIABILITIES</b>	<b>6,292.03</b>
2240.01 · GL & UMBRELLA INSURANCE ACCRUAL	27,269.22
2240.02 · GL AND UMBRELLA INSURANCE PAID	-27,269.92
2240.14 · AUTO INSURANCE PAID	-24,237.80
2240.15 · EQUIPMENT INSURANCE ACCRUAL	9,756.32
2245.00 · FUEL ACCRUAL	-1,014.72
2246.00 · EQPT REPAIR ACCRUAL	44,131.96
2700.00 · LOANS	
2700.02 · 2016 F550 07590 LOAN	3,748.51
2700.05 · 2017 Ford Credit F250 01531	9,830.52
2700.06 · 2018 F250 FORD S-DTY LOAN	32,778.81
2700.07 · LOAN 2019 Chevy 2500	48,602.47
<b>Total 2700.00 · LOANS</b>	<b>94,960.31</b>
<b>Total Other Current Liabilities</b>	<b>219,764.38</b>
<b>Total Current Liabilities</b>	<b>474,773.26</b>
<b>Long Term Liabilities</b>	
2705.00 · NOTES PAYABLE	
2705.28 · NOTE PAYABLE - KOMATSU PC228	146,741.13
<b>Total 2705.00 · NOTES PAYABLE</b>	<b>146,741.13</b>
<b>Total Long Term Liabilities</b>	<b>146,741.13</b>
<b>Total Liabilities</b>	<b>621,514.39</b>
<b>Equity</b>	
2900.00 · MEMBER EQUITY	390,302.82
2900.40 · MIKE MILLS EQUITY	713,972.85
2900.41 · MIKE MILLS DRAWS	-689,883.95
2900.42 · MIKE MILLS TAX DRAWS	-125,447.00
2900.43 · Member Contributions	362,500.00
32000 · Members Equity	202,522.22
Net Income	30,911.65
<b>Total Equity</b>	<b>884,878.59</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>1,506,392.98</b>

**ELLISON-MILLS CONTRACTING LLC**  
**Profit & Loss**  
 January through April 2019

	Jan - Apr 19
Ordinary Income/Expense	
Income	
3100.00 · SALES	1,177,691.08
<b>Total Income</b>	<b>1,177,691.08</b>
Cost of Goods Sold	
4100.00 · COST OF SALES	1,056,860.98
4700.00 · DEPRECIATION - COGS	35,970.57
<b>Total COGS</b>	<b>1,092,831.55</b>
<b>Gross Profit</b>	<b>84,859.53</b>
Expense	
6460.00 · ADVERTISING AND PROMOTION	600.00
6500.00 · BANK SERVICE CHARGES	255.31
7040.00 · SALARIES	21,404.28
7041.06 · SAFETY SUPPLIES	678.75
7041.07 · DRUG TEST	35.00
7041.10 · Safety Program	11,733.79
7060.00 · EMC ASSET ALLOCATION	-23,239.00
7100.00 · PAYROLL EXPENSES	
7100.03 · PAYROLL TAXES	1,461.18
7100.00 · PAYROLL EXPENSES - Other	0.00
<b>Total 7100.00 · PAYROLL EXPENSES</b>	<b>1,461.18</b>
7120.00 · INSURANCE EXPENSE	
7120.02 · OFFICER'S LIFE INS. - MRM	2,010.00
<b>Total 7120.00 · INSURANCE EXPENSE</b>	<b>2,010.00</b>
7250.00 · POSTAGE & DELIVER	7.65
7260.00 · OFFICE SUPPLIES	3,529.92
7270.00 · TELEPHONE EXPENSE	3,536.91
7280.00 · UTILITIES	1,612.23
7400.00 · MEALS AND ENTERTAINMENT	567.33
7520.00 · AUTO & TRUCK EXPENSES	
7520.01 · LICENSE, PERMITS & FEES	4,617.10
<b>Total 7520.00 · AUTO &amp; TRUCK EXPENSES</b>	<b>4,617.10</b>
7600.00 · RENT EXPENSE	6,138.00
7620.00 · REPAIRS & MAINTENANCE	1,053.88
7620.01 · BUILDING MAINTENANCE	2,370.20
7620.05 · EQUIPMENT RENTAL FOR JOBS	-47.57
7620.06 · Insurance Proceeds due to Theft	381.46
7630.00 · BUSINESS LICENSE & PERMITS	870.00
7760.00 · BLUEPRINTS & REPRODUCTION	90.86
7810.00 · COMPUTER & INTERNET EXPENSES	2,120.81
7830.00 · CHARITABLE CONTRIBUTIONS	500.00
7840.00 · LEGAL & ACCOUNTING FEES	10,374.00
9050.00 · PURCHASE DISCOUNTS	0.00
9600.00 · INTEREST EXPENSE	1,285.79
<b>Total Expense</b>	<b>53,947.88</b>
<b>Net Ordinary Income</b>	<b>30,911.65</b>
<b>Net Income</b>	<b>30,911.65</b>

**ELLISON-MILLS CONTRACTING, L.L.C.  
AND  
CAPITAL PARTNERS EQUIPMENT, L.L.C.  
COMBINED FINANCIAL REPORT  
For the Year Ended  
December 31, 2018**

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**Independent Accountant's Review Report**

To the Members of  
Ellison-Mills Contracting, L.L.C. and Capital Partners Equipment, L.L.C.  
Casa Grande, Arizona

We have reviewed the accompanying combined financial statements of Ellison-Mills Contracting, L.L.C. and Capital Partners Equipment, L.L.C., which comprise the combined balance sheet as of December 31, 2018 and the related combined statements of operations and member's equity, and cash flows for the year then ended, and the related notes to the combined financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the combined financial statements as a whole. Accordingly, we do not express such an opinion.

**Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these combined financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of combined financial statements that are free from material misstatement whether due to fraud or error.

**Accountant's Responsibility**

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the combined financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

**Accountant's Conclusion**

Based on our review, we are not aware of any material modifications that should be made to the accompanying combined financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

*Weintraub & Schanck, P.C.*

Certified Public Accountants  
Phoenix, Arizona  
March 4, 2019

Officers of the Firm

**Gary T. Weintraub, CPA**      **Fred P. Schanck, CPA**

**ELLISON-MILLS CONTRACTING, L.L.C. AND  
CAPITAL PARTNERS EQUIPMENT, L.L.C.**

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**COMBINED BALANCE SHEET  
(See Independent Accountant's Review Report)  
December 31, 2018**

**ASSETS**

Current assets	
Cash and cash equivalents	\$ 697,492
Contract receivables	833,925
Costs and estimated earnings in excess of billings on uncompleted contracts	258,597
Prepaid expenses	<u>2,084</u>
Total current assets	1,792,098
Property and equipment, net of accumulated depreciation	<u>478,114</u>
Total assets	<u>\$ 2,270,212</u>

**LIABILITIES AND MEMBER'S EQUITY**

Current liabilities	
Accounts payable	\$ 399,880
Current portion of long-term debt	150,402
Billings in excess of costs and estimated earnings on uncompleted contracts	172,770
Other accrued expenses	<u>147,781</u>
Total current liabilities	<u>870,833</u>
Long-term debt	
Notes payable	391,959
Less: current portion above	<u>(150,402)</u>
Total long-term debt	<u>241,557</u>
Total liabilities	1,112,390
Member's equity	<u>1,157,822</u>
Total liabilities and member's equity	<u>\$ 2,270,212</u>

The Notes to the Combined Financial Statements are an integral part of this statement.



**ELLISON-MILLS CONTRACTING, L.L.C. AND  
CAPITAL PARTNERS EQUIPMENT, L.L.C.**

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**COMBINED STATEMENT OF OPERATIONS AND MEMBER'S EQUITY  
(See Independent Accountant's Review Report)  
For the Year Ended December 31, 2018**

Contract revenues earned	\$ 5,836,916
Cost of revenues earned	<u>5,190,985</u>
Gross profit	645,931
General and administrative expenses	<u>(226,038)</u>
Income (loss) from operations	<u>419,893</u>
Other income (expense)	
Interest expense	(15,239)
Gain (loss) on sale of property and equipment	<u>13,500</u>
Total	<u>(1,739)</u>
Income (loss) before income taxes	418,154
Provision for income taxes	<u>-</u>
Net income (loss)	418,154
Member's equity, beginning	767,270
Member contributions	353,500
Member distributions	<u>(381,102)</u>
Member's equity, end of year	<u>\$ 1,157,822</u>

The Notes to the Combined Financial Statements are an integral part of this statement.

**ELLISON-MILLS CONTRACTING, L.L.C. AND  
CAPITAL PARTNERS EQUIPMENT, L.L.C.**

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**COMBINED STATEMENT OF CASH FLOWS  
(See Independent Accountant's Review Report)  
For the Year Ended December 31, 2018**

Cash flows from operating activities		
Cash received from customers	\$ 6,221,907	
Cash paid to suppliers and employees	(5,563,231)	
Interest paid	<u>(14,739)</u>	
Net cash provided (used) by operating activities		643,937
Cash flows from investing activities		
Proceeds from sale of property and equipment	13,500	
Capital expenditures	<u>(75,995)</u>	
Net cash provided (used) by investing activities		(62,495)
Cash flows from financing activities		
Payment of long-term debt	(231,026)	
Member contributions	353,500	
Member distributions	<u>(381,102)</u>	
Net cash provided (used) by financing activities		<u>(258,628)</u>
Net increase (decrease) in cash and cash equivalents		322,814
Cash and cash equivalents, beginning of year		<u>374,678</u>
Cash and cash equivalents, end of year		<u>\$ 697,492</u>

The Notes to the Combined Financial Statements are an integral part of this statement.

**ELLISON-MILLS CONTRACTING, L.L.C. AND  
CAPITAL PARTNERS EQUIPMENT, L.L.C.**

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**COMBINED STATEMENT OF CASH FLOWS (CONTINUED)  
(See Independent Accountant's Review Report)  
For the Year Ended December 31, 2018**

Reconciliation of Net Income (Loss) to Net Cash Provided (Used) by Operating Activities

Net income (loss)	\$ 418,154
Adjustments to reconcile net income (loss) to net cash provided (used) by operating activities	
Depreciation	154,490
Amortization of loan fees included in interest expense	500
(Gain) loss on sale of property and equipment	(13,500)
Change in assets and liabilities	
(Increase) decrease in contract receivables	106,372
(Increase) decrease in costs and estimated earnings in excess of billings on uncompleted contracts	169,221
(Increase) decrease in prepaid items	(2,084)
Increase (decrease) in accounts payable, trade	(403,752)
Increase (decrease) in billings in excess of costs and estimated earnings on uncompleted contracts	109,398
Increase (decrease) in other accrued items	<u>105,138</u>
Total adjustments	<u>225,783</u>
Net cash provided (used) by operating activities	\$ <u>643,937</u>

Supplemental Schedule of Noncash Investing and Financing Activities

During 2018, the Company had noncash investing and financing transactions relating to the acquisition of vehicles and issuance of related debt totaling approximately \$84,000.

The Notes to the Combined Financial Statements are an integral part of this statement.

**ELLISON-MILLS CONTRACTING, L.L.C. AND  
CAPITAL PARTNERS EQUIPMENT, L.L.C.**

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**NOTES TO COMBINED FINANCIAL STATEMENTS  
(See Independent Accountant's Review Report)  
December 31, 2018**

**1. DESCRIPTION OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**DESCRIPTION OF BUSINESS**

Ellison-Mills Contracting, L.L.C. (the Company), which is a limited liability company, is engaged in the construction industry as an engineering and general construction contractor, in the state of Arizona. Construction work is generally performed under unit price contracts. Capital Partners Equipment, L.L.C. (CPE), which is affiliated through common ownership and management, owns and rents the equipment used in the Company's daily operations. Substantially all rental income recognized by CPE is paid by the Company. These combined financial statements are not those of a separate legal entity. As Limited Liability Companies, each member's liability is limited to amounts reflected in their respective member accounts plus any debt for which member level guarantees are provided. The Company's operations are dependent on economic conditions which affect the construction industry, and changes in those conditions may affect the Company's continuing operations.

**SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

- a. **Operating cycle.** The length of the Company's contracts will vary, but are typically expected to last less than one year. Therefore, assets and liabilities are classified as current and non-current based on a one year operating cycle.
- b. **Use of estimates.** Management uses estimates and assumptions in preparing these combined financial statements in accordance with U.S. generally accepted accounting principles. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could vary from the estimates that were used.
- c. **Revenue and cost recognition.** Profits on construction contracts are recorded using the percentage-of-completion method of accounting. Such amounts necessarily are based on estimates, and the uncertainty inherent in the initial estimates is reduced progressively as work on the contract nears completion.

The amount considered as earned under this method is that portion of the total contract price the contractor has a right to bill, based on that portion of the contract work actually completed. It is not related to the progress billings to customers. Completion percentage is measured by the relationship of cost expended to anticipated final total cost, based on current estimates of the cost to complete the project. Revenues include sales taxes if applicable.

Contract costs include sales taxes if applicable, all direct material and labor costs and those indirect costs related to contract performance, such as indirect labor, supplies, tools and repair costs. Provisions for anticipated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in job performance, job conditions, and

**ELLISON-MILLS CONTRACTING, L.L.C. AND  
CAPITAL PARTNERS EQUIPMENT, L.L.C.**

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**NOTES TO COMBINED FINANCIAL STATEMENTS  
(See Independent Accountant's Review Report)  
December 31, 2018**

**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

estimated profitability, including those arising from contract penalty provisions, and final contract settlements may result in revisions to costs and income and are recognized in the period in which the revisions are determined. Contracts are considered complete when substantially all costs have been incurred.

- d. **Contract receivables.** The Companies provide for potentially uncollectible contract and trade receivables by use of the allowance method. The allowance is provided based upon a review of the individual accounts outstanding and prior history of uncollectible contract receivables. At December 31, 2018, no allowance has been provided for potentially uncollectible contract receivables and, in the opinion of management, all receivables are considered fully collectible.

- e. **Property and equipment and depreciation.** Property and equipment will be carried at cost. When retired or otherwise disposed of, the related carrying value and accumulated depreciation are cleared from the respective accounts and the net difference less any amount realized from disposition is reflected in earnings.

Maintenance and repairs, including the replacement of minor items, are expensed as incurred, and major additions to property and equipment are capitalized.

Depreciation is computed primarily on the straight-line method for financial reporting purposes, based on the estimated useful lives of the assets.

- f. **Income taxes.** The Company and CPE are disregarded entities for tax purposes and any tax liabilities are paid by the sole member. Accordingly, no provision for income taxes is provided in the combined financial statements. The income tax liabilities of the individual members are not accrued on the books of the Companies.
- g. **Selling, general and administrative expenses.** Selling, general and administrative costs are charged to expense as incurred.
- h. **Cash equivalents.** For purposes of the statement of cash flows, the Companies consider all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.
- i. **Advertising costs.** Advertising costs are charged to expense when incurred. For the year ended December 31, 2018, advertising expense was \$3,839.
- j. **Consolidation / combining policy.** The accompanying combined financial statements include the accounts of the Company and its affiliate as described above. All material intercompany accounts and transactions have been eliminated in the combining process.
- k. **Subsequent events.** Management has evaluated subsequent events through March 4, 2019, the date the combined financial statements were available to be issued.

**ELLISON-MILLS CONTRACTING, L.L.C. AND  
CAPITAL PARTNERS EQUIPMENT, L.L.C.**

**NOTES TO COMBINED FINANCIAL STATEMENTS  
(See Independent Accountant's Review Report)  
December 31, 2018**

**2. LONG-TERM DEBT**

Note payable to Ford Credit Services, collateralized by a vehicle, bears interest at 7.6% per annum, and is due in monthly installments of \$1,223 through March 2021.	\$ 14,378
Note payable to Ford Credit Services, collateralized by a vehicle, bears interest at 2.9% per annum, and is due in monthly installments of \$1,304 through July 2021.	37,645
Note payable to Ford Credit Services, collateralized by a vehicle, bears interest at 5.99% per annum, and is due in monthly installments of \$1,734 through August, 2020.	10,496
Notes payable to Ford Credit Services, collateralized by vehicles, payable in in monthly installments totaling \$1,909 with interest ranging from 1.9% to 4.3%, maturing through May 2019.	5,136
Notes payable to Komatsu Financial, collateralized by equipment, payable in monthly installments totaling \$4,733, noninterest bearing maturing through December, 2021.	165,676
Note payable, Arizona Business Bank, collateralized by all of the Company's business assets, personally guaranteed by the owner of the Company, bears interest at 5.03 per annum, and is due in monthly installments of \$4,691, through January 2022. The note includes a prepayment penalty of 5% of the unpaid principal, decreasing by 1% annually. The note also contains certain affirmative and negative covenants, under which the Company was in compliance at December 31, 2018.	160,170
Less: Unamortized debt issuance costs	<u>(1,542)</u>
Total	391,959
Less current portion	<u>150,402</u>
Total long-term debt	<u>\$ 241,557</u>

**ELLISON-MILLS CONTRACTING, L.L.C. AND  
CAPITAL PARTNERS EQUIPMENT, L.L.C.**

**NOTES TO COMBINED FINANCIAL STATEMENTS  
(See Independent Accountant's Review Report)  
December 31, 2018**

**2. LONG-TERM DEBT (CONTINUED)**

Maturities of long-term debt are as follows:

Year ending December 31,		\$
2019		150,402
2020		123,365
2021		113,932
2022		4,260
Thereafter		<u>-</u>
		<u>\$ 391,959</u>

Amortization of debt issuance costs is reported as interest expense.

**3. INCOME TAXES**

The Companies file income tax returns in the U.S. federal and Arizona state jurisdictions. With few exceptions, the Companies are no longer subject to U.S. federal and state income tax examinations by tax authorities for years before 2014.

If applicable, the Companies recognize interest accrued related to unrecognized tax benefits in interest expense and penalties in operating expenses. No such interest or penalties were recognized for the year ended December 31, 2018.

**4. CONTRACT RECEIVABLES**

Contract receivables		
Completed contracts	\$	-
Contracts in progress		668,261
Retentions		<u>165,664</u>
		833,925
Less: Allowance for doubtful accounts		<u>-</u>
		<u>\$ 833,925</u>

The Company grants credit to customers located primarily in Arizona, and makes use of security agreements in the form of lien rights to protect its interests, as it deems necessary.

The Company, as a condition for entering into certain construction contracts, has outstanding surety bonds, which are collateralized by contract receivables.

**ELLISON-MILLS CONTRACTING, L.L.C. AND  
CAPITAL PARTNERS EQUIPMENT, L.L.C.**

**NOTES TO COMBINED FINANCIAL STATEMENTS  
(See Independent Accountant's Review Report)  
December 31, 2018**

**5. COSTS AND ESTIMATED EARNINGS ON UNCOMPLETED CONTRACTS**

Costs incurred on uncompleted contracts	\$ 4,005,200
Estimated earnings	<u>355,195</u>
	4,360,395
Less: Billings to date	<u>4,274,568</u>
	<u>\$ 85,827</u>

Included in the accompanying balance sheet under the following captions:

Costs and estimated earnings in excess of billings on uncompleted contracts	\$ 258,597
Billings in excess of costs and estimated earnings on uncompleted contracts	<u>(172,770)</u>
	<u>\$ 85,827</u>

It is reasonably possible that the Company's recorded estimate of the above assets and obligations may change in the near term.

**6. CONCENTRATIONS**

**Cash and Cash Equivalents**

The Company, in the ordinary course of business, maintains bank balances in excess of Federal Deposit Insurance Corporation Insurance limits of \$250,000 per institution. At December 31, 2018, the Company's uninsured cash balances approximated \$433,000.

**Major Customers**

During the year ended December 31, 2018 the Company recognized revenues from two customers, which were individually more than ten percent of aggregate revenues for the year, in the amount of \$4,439,092 (76.1% of total). Total receivables from these customers at December 31, 2018 were \$460,751 (55.3% of total).



**ELLISON-MILLS CONTRACTING, L.L.C. AND  
CAPITAL PARTNERS EQUIPMENT, L.L.C.**

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**NOTES TO COMBINED FINANCIAL STATEMENTS  
(See Independent Accountant's Review Report)  
December 31, 2018**

**7. BACKLOG**

Balance, December 31, 2017	\$ 1,883,754
New contracts and contract adjustments, year ended December 31, 2018	<u>5,271,077</u>
	7,154,831
Less: Contract revenues earned year ended December 31, 2018	<u>5,836,916</u>
Balance, December 31, 2018	<u>\$ 1,317,915</u>

Between January 1, 2019 and March 4, 2019, the Company entered into contracts with revenues of approximately \$142,000.

**8. PROPERTY AND EQUIPMENT**

Assets	
Construction equipment and vehicles	\$ 2,235,979
Accumulated depreciation	<u>(1,757,865)</u>
Net property and equipment	<u>\$ 478,114</u>

Depreciation expense was \$154,490 for the year ended December 31, 2018.

**9. BANK LINE OF CREDIT**

The Company has available a \$600,000 line of credit from Arizona Business Bank which matures on September 23, 2019. The line, which is subject to certain borrowing base limits relating to eligible accounts receivable as specified by the lender, bears interest at the prime rate plus 1.0% (6.5% at December 31, 2018), is secured by all assets of the Company, is personally guaranteed by the owner of the Company, and has certain affirmative and negative covenants under which the Company was in compliance at December 31, 2018. There was no balance due on the line of credit at December 31, 2018.

## SUB-CONTRACTORS AND MATERIAL SUPPLIERS LIST

The Contractor shall list below all qualified subcontractors and material suppliers for this project.

<b>Specialty</b>	<b>Sub-contractor/Material Supplier Name</b>	<b>License #</b>
Traffic Control / Barricades	So Cal Excavating LLC	300905
Land Surveyor	Harvey Land Surveying LLC	
Quality Control Testing	Integer Consulting LLC	
Boring	Horizontal Boring LLC	319894
Grading & Paving	R. D. Sanders Contracting Company LLC	199208
Underground Water Line Supplier	Fortiline, Inc.	
Concrete, Aggregates,	Cemex	249364
Asphalt	Southwest Asphalt Paving	186639

# Town of Florence 12" Water Line Augmentation 3B

Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
0						
1						
2						
3	Main Line on Virginia Street	2 days	Mon 8/5/19	Tue 8/6/19		
4	Close intersection of San Carlos and Virginia Street for deep sewer crossing	2 days	Wed 8/7/19	Thu 8/8/19		
5	Main Line Sta 47+00 to 48+00	1 day	Fri 8/9/19	Fri 8/9/19		
6	Close intersection of Duron street for sewer crossing	2 days	Mon 8/12/19	Tue 8/13/19		
7	Main Line Sta 49+00 to 51+00	2 days	Wed 8/14/19	Thu 8/15/19		
8	Close intersection of Collingwood for sewer crossing	2 days	Fri 8/16/19	Mon 8/19/19		
9	Main line Sta 52+00 to 58+50	5 days	Tue 8/20/19	Mon 8/26/19		
10	Close intersection of Aguilar Street for sewer crossing	2 days	Tue 8/27/19	Wed 8/28/19		
11	Main Line Sta 58+50 to 60+60	1 day	Thu 8/29/19	Thu 8/29/19		
12	Dig Bore pits and Pot hole existing utilities on SR 79	3 days	Fri 8/30/19	Tue 9/3/19		
13	Bore under SR70	5 days	Wed 9/4/19	Tue 9/10/19		
14	Install Services and F.H.	10 days	Mon 9/2/19	Fri 9/13/19		
15	Water pressure test, chlorine, and flush	5 days	Mon 9/16/19	Fri 9/20/19		
16	Paving	5 days	Mon 9/30/19	Fri 10/4/19		
17	Tie-over's	5 days	Mon 9/23/19	Fri 9/27/19		

Project: Florence 3B Water Line  
Date: Thu 5/30/19

Manual Summary Rollup  
Manual Summary  
Manual Task  
Duration-only  
Finish-only

Project Summary  
External Tasks  
External Milestone  
Inactive Task

Deadline  
Progress

**EMC can MOB in July if all permits and CDBG paperwork is approved**

Recipient: Town of Florence Contract No.: 126-19  
Activity No.: \_\_\_\_\_ Activity Name: Florence 12-Inch Water Line Augmentation Phase 3B

**LS-2: CONTRACTOR'S CERTIFICATION  
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

1. I, the undersigned, am submitting a bid to **(name of recipient):** Town of Florence  
for the construction of the **(name of project):** Florence 12-Inch Water Line Augmentation PH 3B and  
hereby acknowledge that the following items are included in the bid and will also be  
incorporated by reference into the contract, should I be selected as the contractor for the  
project.
  - a. Labor Standards Provisions (HUD 4010);
  - b. Wage Decision # AZ190019; Modification # 1 02/08/2019, Bid Open Date 05/30/2019; and that
  - c. the correction of any infractions of the aforesaid conditions, including infractions by any  
of my sub-contractors and any lower tier sub-contractors, is my responsibility.
  
2. I hereby certify that:
  - a. To the best of my knowledge, neither I nor any firm, partnership or association in which I  
have a substantial interest, is designated as an ineligible contractor by the Comptroller  
General of the United States pursuant to Section 5.6(b) of the Regulations of the  
Secretary of Labor, Part 5 (29 CFR. Part 5) or pursuant to Section 3(a) of the Davis-  
Bacon Act, as amended [40 U.S.C. 276a-2(a)].
  - b. No part of the aforementioned contract is or will be sub-contracted to any sub-  
contractor, if such sub-contractor or firm, corporation, partnership or association in  
which such sub-contractor has a substantial interest is, to the best of my knowledge,  
designated as an ineligible contractor pursuant to any of the aforementioned regulatory  
or statutory provisions.
  
3. I agree to obtain and forward to the aforementioned grantee a Sub-contractor's Certification  
Concerning Labor Standards and Prevailing Wage Requirements executed by each and  
every sub-contractor, preferably prior to or where circumstances do not allow within ten  
(10) days after the execution of any sub-contract, including those executed by his/her sub-  
contractors and any lower tier sub-contractors.
  
4. Further, I certify that:
  - a. The demographic and business information of the undersigned are:

Contractor Information									
Amount of Contract	Type of Trade Code *	Racial Code *	Hispanic (Y/N)	Women Owned (Y/N)	IRS Tax ID #	DUNS #	Section 3 (Y/N)	Construction Firm Legal Name Address, City, State, Zip	AZ License #
\$ 456,696.39	1	11	N	N	30-0448480	832011238	N	Ellison-Mills Contracting LLC 3152 N Lear Ave., Suite 2 Casa Grande, AZ 85122	20-224424

\* See Demographic and Trade Code table below for information

Demographic and Trade Codes	
Race	Type of Trade Code
11 White	1 New Construction
12 African American	2 Education/Training
13 Asian	3 Other (i.e. rehabilitation, administration, professional, public services)
14 American Indian or Alaskan Native	
15 Native Hawaiian or other Pacific Islander	
16 American Indian or Alaskan Native and White	
17 Asian and White	
18 African American and White	
19 American Indian or Alaskan Native and White	
20 Other Multi-racial	

b. The undersigned is:

- a sole proprietorship;  
 a partnership;  
 a corporation organized in the State of \_\_\_\_\_; or  
 another organization (describe) Single Owner Limited Liability Company

c. The name, title and address of the owners, partners or officers of the undersigned are (list any other legal names/doing business as (dba)):

**NAME**

**TITLE**

**ADDRESS**

Mike Mills

Owner

3151 N Lear Ave., Suite #2  
Casa Grande, AZ 85122

DBA: NONE



**CERTIFICATIONS SIGNATURE FORM**

***Return this page with proposal.***

These Certifications (Civil Rights, Equal Employment Opportunity, Equal Opportunity for Workers with Disabilities - Section 503, Procurement of Recovered Materials, Access to Records and Records Retention, Conflict of Interest, Anti-Lobbying) are a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of these Certifications is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required Certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Mike Mills, Owner  
\_\_\_\_\_  
(Typed Name of Official)

  
\_\_\_\_\_  
(Signature of Official)

Ellison-Mills Contracting LLC  
\_\_\_\_\_  
(Typed Name of Firm)

05/28/2019  
\_\_\_\_\_  
(Date)

# **Florence 12-inch Water Line Augmentation Phase 3B Project**

## **Addendum 1a**

### **Additions to Contract Agreement under Exhibit A: Terms and Conditions**

1. All questions about the meaning or intent of the solicitation are to be submitted to Timm Wainscott, Town of Florence Water Utilities Superintendent (the "Contact Person" or "Project Manager") in writing as set forth in the notice of solicitation above. Any interpretation, clarification, or other additional information considered necessary by Town in response to such questions, or otherwise, will be issued by Addenda delivered to all parties recorded as having received the solicitation documents. Inquiries regarding this solicitation directed to persons other than the Town's designated representative may not be answered, and any answers received other than as set forth in this solicitation will not be binding upon the Town for any purpose. Town shall not be held responsible for any oral representations or statements relating to the solicitation specifications made by an employee, agent or official of the Town. A verbal reply to an inquiry does not constitute a modification of the solicitation. The Offeror shall not contact or direct inquiries concerning this solicitation to any other Town employee unless the solicitation specifically identifies a person other than the Contact Person.
2. Addenda may be issued to clarify, correct, supplement, or change the solicitation documents. Potential Offerors are responsible for obtaining all addenda relevant to this solicitation through the issuing office or by other means. Failure to acknowledge receipt of any addendum by Offeror may result in disqualification of that Offeror's proposal in the sole discretion of the Town.
3. An offer by a corporation, partnership or limited liability company shall be executed in the name of the legal entity and signed by an authorized person and accompanied by evidence of authority to sign. The state of information of the entity and the entity's address for receiving notices shall be shown.
4. The offer shall contain evidence of Offeror's authority and qualifications to do business in Arizona and the Town, Offeror's Arizona contractor license number and classifications, and any other required business and/or tax licenses required by the Town shall also be shown on the Offer form. Any deviations from the solicitation standards may render the offer non-responsive.
5. An Offeror (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may have its offer rejected.
6. The Offeror will be required to submit documentation demonstrating lawful presence in the United States pursuant to A.R.S. 1-501 and 1-502 by completing the "Demonstrating Lawful Presence" form provided by the Town.
7. 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 (the "resultant contract"). If agreement on the terms of a resultant contract cannot be reached after a period



## **Florence 12-inch Water Line Augmentation Phase 3B Project**

deemed reasonable by the Town in its sole discretion, the Town may negotiate and enter a contract with any other Offeror who submitted a timely, responsive and responsible proposal to this solicitation. The Town reserves the right to reject any or all offers or to cancel the solicitation altogether, to waive any informality or irregularity in any offer received, and to be the sole judge of the merits of the respective offers received.

8. The terms "Offeror", "Contractor", "firm", and "consultant" may be utilized interchangeably in the provisions of this solicitation and the proposal documents. The Town and Offeror may be referred to in this contract collectively as the "parties" and each individually as a "party".
9. The Town of Florence is an equal opportunity employer. Minority and women's business enterprises are encouraged to submit proposals to this solicitation.
10. Notwithstanding any other provision of this solicitation, the Town expressly reserves the right to reject any or all offers, or portions thereof; and/or waive any defect or informality in an offer; and/or reissue a solicitation; and/or exercise any other rights available to the Town under the terms of the solicitation, the Town Code, law, or equity; and/or to withhold the award of the solicitation for any reason the Town determines, in its sole discretion.
11. Experiences with the Town and entities that the evaluation committee members represent may be taken into consideration when evaluating qualifications and experience of Offerors.
12. Late submittals and/or unsigned offers will not be considered under any circumstances. Envelopes containing offers with insufficient postage will not be accepted by the Town. It is the sole responsibility of the Offeror to see that his/her offer is delivered and received by the proper time and at the proper place.
13. All offers submitted in response to this solicitation and all evaluation related records shall become the property of the Town and shall become a matter of public record for review, subsequent to the award notification, in accordance with the Town's Procurement Policy and Arizona's Public Records laws. Requests for nondisclosure of data such as trade secrets and other proprietary data, must be made known in writing to the Town in offers submitted, and the information sought to be protected clearly marked as proprietary. Town will not insure confidentiality of any portions of the offer that are submitted in the event that a public record request is made. The Town will provide 48 hours' notice before releasing materials identified by the offer as confidential or proprietary in order for the Offeror to apply for a court order blocking the release of the information.
14. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Town Clerk's office. Requests shall be made as early as possible to allow time to arrange the accommodation.

## **Florence 12-Inch Water Line Augmentation Phase 3B Project**

15. The Offer form submitted shall include a signature by a person authorized to sign the offer. The offer sheet shall be submitted. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the offer.
16. Town is a government agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If Town determines that it does not have funds to meet its obligations under the Contract, Town shall have the right to terminate the Contract without penalty on the last day of the fiscal period for which funds were legally available for any project.
17. 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").

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.

The Town retains the legal right to inspect the papers of any Contractor or Subcontractors 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.

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

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.

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.

18. Contractor shall obtain, maintain, and provide verification of insurance coverage set forth in the Town's Insurance Requirements attached as Exhibit \_\_\_\_\_, as modified by any applicable Special Provisions, of the contract. Town may, in the contract documents, designate additional insured(s) along with Town (and their respective employees, representatives, agents and officials) on all required insurance policies, and all coverage applicable to the Town under this section and the Insurance Requirements in this

## **Florence 12-inch Water Line Augmentation Phase 3B Project**

solicitation shall apply to such designated additional insured(s) as well. Failure to maintain the insurance policies as required by this contract or to provide evidence of renewal is a material breach of this contract.

19. Contractor's certificates and endorsements shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to Town separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements set forth in the contract documents, including the Town's Insurance Requirements.
20. All warranties, representations and indemnification by Contractor shall survive the completion, termination or other expiration of this contract.
21. Contractor shall cause all work, materials, services or construction provided or performed under the 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.
22. Town may terminate the contract, without penalty or recourse, at any time for its convenience by written notice to the Contractor specifying the termination date. In the event of termination which is not the fault, in whole or in part, of the Contractor, Town shall pay to Contractor only such compensation, including reimbursable expenses, due for work or services properly performed by Contractor prior to the termination date.
23. Contractor assumes full responsibility for the safekeeping of all materials and equipment and for the protection of all unfinished work until final acceptance by the Town, and if any of it be damaged or be destroyed from any cause, he shall replace it at his own expense.
24. The contract and all contract documents shall be deemed to be made under, and shall be construed in accordance with and governed by the laws of the State of Arizona without regard to conflicts or choice of law provisions thereof. Exclusive jurisdiction and venue for any action brought to enforce or construe any provision of this contract and all contract documents shall be proper in the Superior Court of Pinal County, Arizona and both parties consent to jurisdiction and venue in such court for such purposes.
25. The Contractor shall at all times indemnify, keep indemnified, defend and save harmless Town and any of its Mayor, council members, agents, officials, officers, representatives, volunteers and employees from any and all claims, demands, suits, actions, proceedings, loss, costs and/or damages of every kind and description including any attorney's fees and/or litigation expenses which may be brought or made against or incurred by Town on account of loss of or damage to any property or for injuries to or death of any person caused by, arising out of, or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake, or negligence of the Contractor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of this Agreement or arising out of Workers' Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of the Contractor or its subcontractors or claims under similar laws or

## **Florence 12-inch Water Line Augmentation Phase 3B Project**

obligations. The Contractor's obligations under this paragraph shall not extend to any liability caused by the sole negligence of Town or its employees.

In the event that any action or proceeding shall at any time be brought against Town by reason of any claim referred to in this Section, the Contractor, at Contractor's sole cost and upon at least 10 day's written notice from Town, shall defend the same with counsel acceptable to Town, in Town's sole discretion. The Contractor's obligations under this Section shall survive the expiration or earlier termination of this Agreement. Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this Section and shall not be construed in any way to limit the scope and magnitude of this Indemnification, nor shall this Indemnification be construed in any way to limit the scope, magnitude or applicability of the insurance provisions.

26. Pursuant to A.R.S. 35-393.01, the Contractor, by execution of this Agreement, certifies that it is not currently engaged in, and agrees for the duration of this Agreement, to not engage in, a boycott of Israel.
27. All warranties, representations, and indemnification by Contractor shall survive the completion, expiration, or termination of this Agreement for a period of three years.



ELLIS-4

OP ID: JR

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

05/30/2019

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

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

<b>PRODUCER</b> Hill & Usher LLC Insurance, Bonds, Benefits. 3033 North 44th Street, #300 Phoenix, AZ 85018 Richard B. Usher	<b>CONTACT NAME:</b> Richard B. Usher <b>PHONE (A/C, No, Ext):</b> 602-956-4220 <b>E-MAIL ADDRESS:</b> rbu@hillusher.com	<b>FAX (A/C, No):</b> 602-956-4418
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Ellison Mills Contracting LLC 3152 North Lear #2 Casa Grande, AZ 85122-8146	<b>INSURER A :</b> Travelers Property Casualty Co	<b>NAIC #</b> 25674
	<b>INSURER B :</b> Travelers Indemnity Co	25658
	<b>INSURER C :</b> Crum & Forster Specialty	44520
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

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


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			CO3782X324-TIL-19	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			810-1L664790-19-26-G	12/31/2018	12/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-9J117798-19-26	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-8J493223-19-26-G	12/31/2018	12/31/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	POLLUTION LIAB			PKC-108278	12/31/2018	12/31/2019	OCC 2,000,000 AGG 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: FLORENCE 12-INCH WATER LINE AUGMENTATION PHASE 3B PROJECT. ADDITIONAL INSURED FORM CGD248 ATTACHED.

**CERTIFICATE HOLDER****CANCELLATION**

<b>TOWNOFF</b>  <b>TOWN OF FLORENCE</b> 755 N MAIN ST PO BOX 2670 FLORENCE, AZ 85132	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED (CONTRACTORS OPERATIONS)**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
  - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
  - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
  - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
  - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
    - I. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
    - II. Supervisory, inspection, architectural or engineering activities.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
  - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
    - i. How, when and where the "occurrence" or offense took place;
    - ii. The names and addresses of any injured persons and witnesses; and
    - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
5. The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard".

## COMMERCIAL GENERAL LIABILITY

- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
  - I. Immediately record the specifics of the claim or "suit" and the date received; and
  - II. Notify us as soon as practicable.The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insur-

ance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

- 5. The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

# Florence 12-inch Water Line Augmentation Phase 3B Project

## Addendum 1c

### 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):

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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:

Signature:

Date:

Mike Mills



05/28/2019

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



# Florence 12-inch Water Line Augmentation Phase 3B Project

Addendum 1d

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
X	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.**

  
Mike Mills, Owner  
\_\_\_\_\_  
Signature of Applicant

05/28/2019  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Municipal Employee

\_\_\_\_\_  
Date


# ARIZONA

Driver License

Number  
Expires  
Date of Birth  
Issued

City of [Redacted]

Class: D Sex: M  
Eyes: BLK Height: 5-10  
Hair: BRN Weight: 150

  
\_\_\_\_\_



# Florence 12-inch Water Line Augmentation Phase 3B Project

Addendum 1e

## 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.

## Florence 12-inch Water Line Augmentation Phase 3B Project

\_\_\_\_\_ 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.

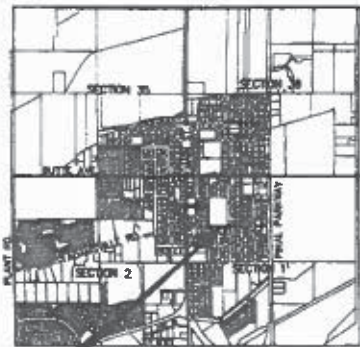
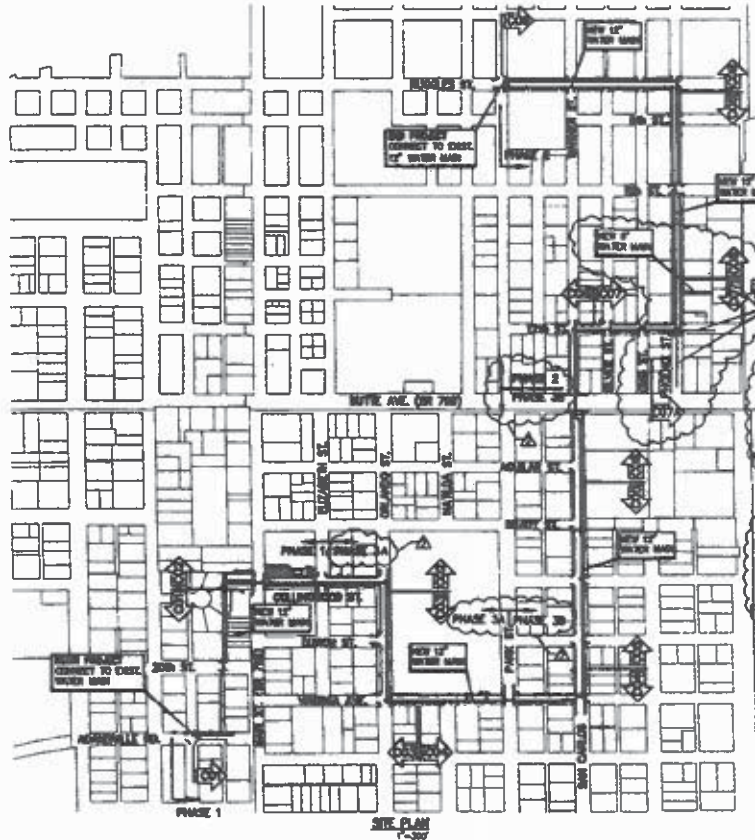
Ellison-Mills Contracting LLC  
\_\_\_\_\_  
Company Name  
3152 N Lear Ave., Ste 2  
\_\_\_\_\_  
Address  
Casa Grande, AZ 85122  
\_\_\_\_\_  
City State Zip

  
\_\_\_\_\_  
Signature of Person Authorized to Sign  
Mike Mills  
\_\_\_\_\_  
Printed Name  
Owner  
\_\_\_\_\_  
Title

**GENERAL NOTES**

1. ALL MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE LATEST VERSION OF STANDARD SPECIFICATIONS FOR CONSTRUCTION FOR THE TOWN OF FLORENCE, MARICOPA ASSOCIATION OF GOVERNMENTS (M.A.G.) SPECIFICATIONS AND DETAILS, LATEST EDITION, THE ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY BULLETIN NO. 1A, AND PIMA COUNTY.
2. ALL CONSTRUCTION SHALL CONFORM TO TOWN OF FLORENCE, AND THE ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY STANDARDS.
3. THE CONTRACTOR SHALL SUPPLY ALL STAKES SET FOR THE LINE, LEVEL OR HEADSIGHTS OF THE WORK IN THEIR PROPER PLACES AND IT SHALL BE CHECKED BY A LICENSED LAND SURVEYOR. ANY CORRECTIONS IN REPLACING ANY STAKES WHICH THE CONTRACTOR OR HIS SUBORDINATES MAY HAVE FAILED TO PRESERVE SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CARE, MAINTENANCE, REPAIR OR REPLACEMENT OF EXISTING IMPROVEMENTS IN THE WORK AREA WHICH HAVE BEEN DAMAGED OR DIMINISHED DURING THE COURSE OF CONSTRUCTION. ALL REPAIR, REPLACEMENT, OR CLEANUP SHALL BE DONE TO THE SATISFACTION OF THE OWNER. THE CONTRACTOR IS REQUIRED TO CONTACT "ARIZONA 811" (1-800-762-3349) 48 HOURS PRIOR TO ANY EXCAVATION TO DETERMINE ACCURATE UTILITY LOCATIONS.
5. CONTRACTOR SHALL ONE-FORTY-EIGHT (48) HOURS NOTICE WHEN HE SHALL REQUIRE THE SERVICES OF THE ENGINEER OR ANY OTHER PERSON PROPERLY AUTHORIZED FOR SUCH PURPOSE FOR LAYING OUT ANY PORTION OF THE WORK. HE SHALL ALSO DO ALL STAKE HOLES NECESSARY TO ONE LINE AND LEVEL.
6. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FURNISH, HAIL AND APPLY ALL WATER REQUIRED FOR CONSTRUCTION AND THE CONTROL OF DUST FROM CONSTRUCTION ACTIVITY. THE COST THEREOF IS TO BE INCLUDED IN THE GRADING CONSTRUCTION PRICE.
7. DISCUSSIONS OR CONFLICTS BETWEEN VARIOUS ELEMENTS OF THE DRAWINGS, NOTES AND DETAILS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER AND RESOLVED BEFORE PROCEEDING WITH THE WORK.
8. EXISTING UTILITIES ARE SHOWN BASED UPON THE BEST INFORMATION AVAILABLE. CONTRACTOR TO VERIFY LOCATION, SIZE, TYPE AND ELEVATION OF EXISTING UTILITIES PRIOR TO COMMENCING CONSTRUCTION.
9. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE OCCUPATION SAFETY AND HEALTH ADMINISTRATION REGULATIONS.
10. CONTRACTOR SHALL OBTAIN ALL PERMITS REQUIRED BY GOVERNMENTAL AGENCIES.
11. A COPY OF THIS PLAN SHALL BE KEPT IN AN EASILY ACCESSIBLE LOCATION ON THE SITE AT ALL TIMES DURING CONSTRUCTION.
12. IF UNANTICIPATED CONDITIONS ARE ENCOUNTERED DURING THE COURSE OF THE CONSTRUCTION AND ARE BEYOND THE SCOPE OF THE DESIGN, THE ENGINEER SHALL SUBMIT THE NECESSARY REVISED OR SUPPLEMENTAL IMPROVEMENT PLANS FOR REVIEW AND APPROVAL BY THE TOWN OF FLORENCE AND THEIR ENGINEER.
13. A QUALIFIED REGISTERED ENGINEER OR LAND SURVEYOR MUST CERTIFY THAT THIS PROJECT WAS CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THE APPROVED PLANS.
14. ALL EXISTING GRADEWAYS SHALL BE RESTORED TO EXISTING CONDITIONS AFTER CONSTRUCTION.
15. ALL TRENCHES SHALL BE BACKFILLED AND COMPACTED TO A MINIMUM OF 90% PROCTOR DENSITY.
16. CONTRACTOR SHALL REMOVE ALL EXCESS EXCAVATED MATERIALS, CONSTRUCTION DEBRIS, GRASSED VEGETATION, AND REMOVAL PILES CALLED OUT ON PLANS FROM SITE AND LEGALLY DISPOSE OF THESE MATERIALS OFF SITE.
17. ALL PIPE AND FITTINGS SHALL BE APPROXIMATELY MARKED OR COLORED CODED TO INDICATE THAT THE PIPE IS A POLYMER PIPE. CONTRACTOR SHALL INSTALL AN ISOLATED 1/2" GAUGE LOCATING WIRE AND SHIELDING TAPE OVER ALL FITTER MARKS IN ACCORDANCE WITH THE MARICOPA ASSOCIATION OF GOVERNMENTS (M.A.G.) (M.A.G.) URBAN STANDARD SPECIFICATIONS AND DETAILS AND TOWN OF FLORENCE UTILITY CONSTRUCTION STANDARDS.
18. ALL CONSTRUCTION AND TEST METHODS SHALL BE IN CONFORMANCE WITH M.A.G. URBAN STANDARD SPECIFICATIONS FOR PUBLIC WORK CONSTRUCTION, LATEST EDITION.
19. ALL CONCRETE SHALL COMPLY WITH M.A.G. SPECIFICATION SECTIONS 805 AND 725 AS APPLICABLE, UNLESS OTHERWISE SPECIFIED.
20. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CALCULATE HIS OWN EARTHWORK QUANTITIES AND SUBMIT HIS BID BASED THEREON.
21. ALL ORGANIC MATERIAL SHALL BE REMOVED WHEN CLEARING LIMITS FOR NECESSARY GRADING TO A DEPTH OF SIX (6) INCHES AND LAWFULLY DISPOSED OF PRIOR TO GRADING.
22. THE GEOTECHNICAL ENGINEER SHALL OBSERVE, INSPECT AND TEST ALL EARTHWORK OPERATIONS, INCLUDING BUT NOT LIMITED TO, CLEARING, GRASSING, SOIL REMEDIATION, STRUCTURAL AND TRENCH EXCAVATION AND BACKFILL TOGETHER WITH PLACEMENT AND COMPACTING OF FILL. THE SAID ENGINEER SHALL CERTIFY THAT ALL GRADING OPERATIONS ARE PERFORMED IN ACCORDANCE WITH APPLICABLE STANDARDS.
23. ALL WORK SHALL CONFORM TO GRADING STANDARDS FOR TOWN OF FLORENCE TOWN CODE, LATEST EDITION.
24. ALL RESPONSES TO THESE PLANS MUST BE APPROVED BY THE TOWN OF FLORENCE ENGINEER PRIOR TO CONSTRUCTION.
25. THE CONTRACTOR SHALL USE THE FOLLOWING PIPE FOR USE ON THIS PROJECT:  
A) PVC - SDR 35 CLASS 150 C-300, UNLESS OTHERWISE CALLED OUT ON THE PLANS.
26. THE HORIZONTAL DISTANCE BETWEEN A PUBLIC WATER PIPE AND THE GRAVITY MAIN SHALL NOT BE LESS THAN 30 (30) FEET. VERTICAL CLEARANCE BETWEEN THE WATER MAIN AND GRAVITY SEWER MAIN SHALL BE A MINIMUM OF 20 (20) FEET. IF THESE CRITERIA CANNOT BE MET, DESIGN CHANGES WILL BE REQUIRED. CONTRACTOR SHALL FIELD VERIFY THE SEPARATION OF EXISTING UTILITY MAINS AND PROPOSED SEWER MAINS BY POT HOLEING THE EXISTING WATER MAIN PRIOR TO CONSTRUCTION AND IMPLEMENTATION.
27. HARD BACKFILL OF SELECT MATERIAL SHALL BE IMPROVED ON TRENCH EXCAVATION MATERIAL WHICH SHALL BE IN ACCORDANCE WITH TOWN OF FLORENCE PUBLIC WORKS DEPARTMENT AND THE LATEST EDITION OF THE MARICOPA ASSOCIATION OF GOVERNMENTS (M.A.G.) URBAN STANDARDS AND SPECIFICATIONS.
28. BEDDING SHALL BE SHOWN IN ACCORDANCE WITH TOWN OF FLORENCE PUBLIC WORKS DEPARTMENT. BEDDING MATERIAL BELOW OPTIMA IS CONCRETE MATERIAL WITH A WEIGHT OF 115 LBS PER CUBIC FOOT. 5/2"-1.5" SHOULD BE GRADED WATER OR OTHER UNANTICIPATED SOIL CONDITION BE ENCOUNTERED, THE BEDDING SHALL BE MODIFIED AS DIRECTED BY THE ENGINEER.
29. CONTRACTOR TO VISIT SITE AND FAMILIARIZE HIMSELF WITH EXISTING CONDITIONS PRIOR TO SUBMITTING A BID FOR THE PROJECT.
30. CONTRACTOR SHALL REPLACE EXISTING STRIPES, CONCRETE MARKS AND PAVING SYMBOLS FOR TOWN OF FLORENCE AND THE MARICOPA OF URBAN TRAFFIC CONTROL DEVICES.
31. URBAN CONSTRUCTION OF ROAD, TRAFFIC CONTROL DEVICES SHALL BE TESTED AND MAINTAINED BY THE CONTRACTOR WITHIN THE AREA AS THE WORK IS COMPLETED. ALL TRAFFIC SIGNALS, ETC. SHALL BE IN ACCORDANCE WITH THE MANUAL OF URBAN TRAFFIC CONTROL DEVICES ADOPTED BY THE STATE OF ARIZONA PURSUANT TO A.A.C. 38-602.
32. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL HOUSES AND BUSINESSES DURING CONSTRUCTION.
33. THE CONTRACTOR SHALL CONTACT UTILITY COMPANIES PRIOR TO EXCAVATION OR CONSTRUCTION ADJACENT TO EXISTING FACILITIES.
34. SEE SHEET C-10 FOR SURVEY POINT TABLE.

# TOWN OF FLORENCE 12" WATER LINE AUGMENTATION WATER PLANS



**THIS PROJECT**

**LOCATION MAP**  
A PORTION OF SECTIONS 1&2  
1-5-S, R-9-E, SECTION 30  
1-4-E, R-8-E  
GASPARI PRIMA COUNTY, ARIZONA

- LEGEND**
- 1500 --- EXISTING CONTOUR
  - EXISTING OVERHEAD UTILITY LINE
  - EXISTING ELECTRIC LINE
  - EXISTING WATER MAIN AND VALVE
  - EXISTING WATER SERVICE
  - EXISTING GAS MAIN
  - NEW WATER MAIN AND VALVE
  - NEW AIR RELEASE VALVE
  - HORIZONTAL CONTROL POINT
  - DETAIL NUMBER
  - SHEET NUMBER
  - SURVEY MON
  - FIRE HYDRANT
  - POWER POLE
  - SANITARY SEWER MANHOLE
  - EXISTING EDGE OF PAVEMENT
  - EXISTING CHAIN LINK FENCE
  - EXISTING WIRE FENCE
  - EXISTING BLOCK WALL
  - NEW METEYER TIE-OVER
  - ABANDON WATER MAIN

- SHEET INDEX**
- C-01 COVER SHEET AND GENERAL NOTES
  - C-02 TOWN OF FLORENCE NOTE SHEET
  - C-03 PLAN AND PROFILE SHEET
  - C-04 PLAN AND PROFILE SHEET
  - C-05 PLAN AND PROFILE SHEET
  - C-06 PLAN AND PROFILE SHEET
  - C-07 PLAN AND PROFILE SHEET
  - C-08 4" WATER MAIN PLAN SHEET
  - C-09 PLAN AND PROFILE SHEET
  - C-10 DETAIL SHEET
  - C-11 PAVEMENT REPLACEMENT PLAN

**BASES OF BEARING**  
THE BASIS OF BEARING FOR THIS PROJECT: POINT 8672 (POINT 8672) SHALL BE THE COMMON CORNER OF SECTION 1 TO POINT 8673 (POINT 8673) COMMON CORNER OF SECTION 1, BEARING S89°40'45"W DISTANCE OF 304.87'.

**BASES OF ELEVATION**  
THE BASIS OF ELEVATION (BENCHMARK) USE RESERVATION - 8 304 P8 - BARRIS, ELEVATION MARK IS - 104.54' FIELD LOCATION POINT 8672 (POINT 8672)

**ACCEPTED:**  
TOWN OF FLORENCE, TOWN ENGINEER  
TOWN OF FLORENCE, FIRE MARSHAL  
DATE: 11/1/17

**ADEQ WATER NOTES:**

1. ALL MATERIALS AND FITTINGS SHALL HAVE NATIONAL SANITATION FOUNDATION (NSF) SEAL AND COMPLY WITH A.A.C. R-18-4-213.C STANDARDS.
2. ALL MATERIALS AND PRODUCTS USED IN THE DRINKING WATER SYSTEM SHALL CONFORM TO NSF STANDARD 61.
3. CONSTRUCTION MATERIALS USED IN THE WATER SYSTEM SHALL BE LEAD FREE AS IN ACCORDANCE WITH A.A.C. R-18-3-301 AND R-18-3-301.
4. WATER LINES SHALL BE PRESSURE AND LEAKAGE TESTED IN ACCORDANCE WITH A.T.R.M. 008-04A.
5. PRESSURE AND LEAKAGE TESTING RESULTS MUST BE PROVIDED WITH THE APPROVAL OF CONSTRUCTION (AOC) APPLICATION IN ORDER FOR THE AOC POINT TO BE ISSUED. DATA REQUIRED FOR THE ENGINEERING CERTIFICATE OF COMPLETION (ECC) AND THE AOC CAN BE FOUND AT [http://www.apoc.gov/florence/Pages/for\\_Contractors/for\\_aoc.pdf](http://www.apoc.gov/florence/Pages/for_Contractors/for_aoc.pdf)
6. WATER LINES SHALL BE INSPECTED BY COLORADO R.I. IN ACCORDANCE WITH A.T.R.M. 008 STANDARDS AND A.D.E.C. BULLETIN NO. 8.
7. INSPECTION RESULTS FROM AN ARIZONA STATE ACCREDITED LABORATORY MUST BE PROVIDED WITH THE APPROVAL OF CONSTRUCTION (AOC) APPLICATION IN ORDER FOR THE AOC POINT TO BE ISSUED.
8. WATER/SEWER LINE SEPARATION SHALL BE IN ACCORDANCE WITH A.A.C. R-18-3-302.C.
9. ALL FITTINGS, VALVES, FLEXIBLE COUPLERS, AND OTHER CLAMPS SHALL BE DUGKED WITH A 10 MIL POLYETHYLENE IN ACCORDANCE WITH A.T.R.M. 0-100 METHOD C.

**MATERIAL QUANTITY LIST**

ITEM	PHASE 1 QTY	PHASE 2 QTY	PHASE 3A QTY	PHASE 3B QTY
12" PVC PIPE	1,800 LF	3,000 LF	1,704 LF	1,070 LF
12" CPV PIPE	30 LF	90 LF	90 LF	60 LF
6" CPV PIPE	85 LF	155 LF	134 LF	177 LF
12" GATE VALVE, BIC	4 EA	11 EA	10 EA	6 EA
6" GATE VALVE, BIC	3 EA	9 EA	6 EA	6 EA
12" TAPPING SLEEVE	1 EA	1 EA	1 EA	1 EA
NEW FIRE HYDRANT	3 EA	7 EA	5 EA	6 EA
SERVICE TIE OVERS	20 EA	17 EA	5 EA	20 EA
24" JACK AND BORE	100 LF	100 LF	103 LF	103 LF
1" COMBINATION AIR RELEASE VALVE	1 EA	0 EA	4 EA	2 EA
PAVEMENT PATCH / REPLACEMENT	330 SY	1,800 SY	800 SY	8,000 SY
8" GATE VALVE, BIC	3 EA	3 EA	3 EA	3 EA
6" PVC PIPE	540 LF			
12" PVC PIPE	180 LF			



DESIGNED BY:  
CC  
DRAWN BY:  
GP  
CHECKED BY:  
TJH  
PROJECT NUMBER:  
  
WestLand Resources  
400 E. Palmdale Blvd., Suite 100  
Tucson, Arizona 85712  
(520) 208-5585

REVISIONS

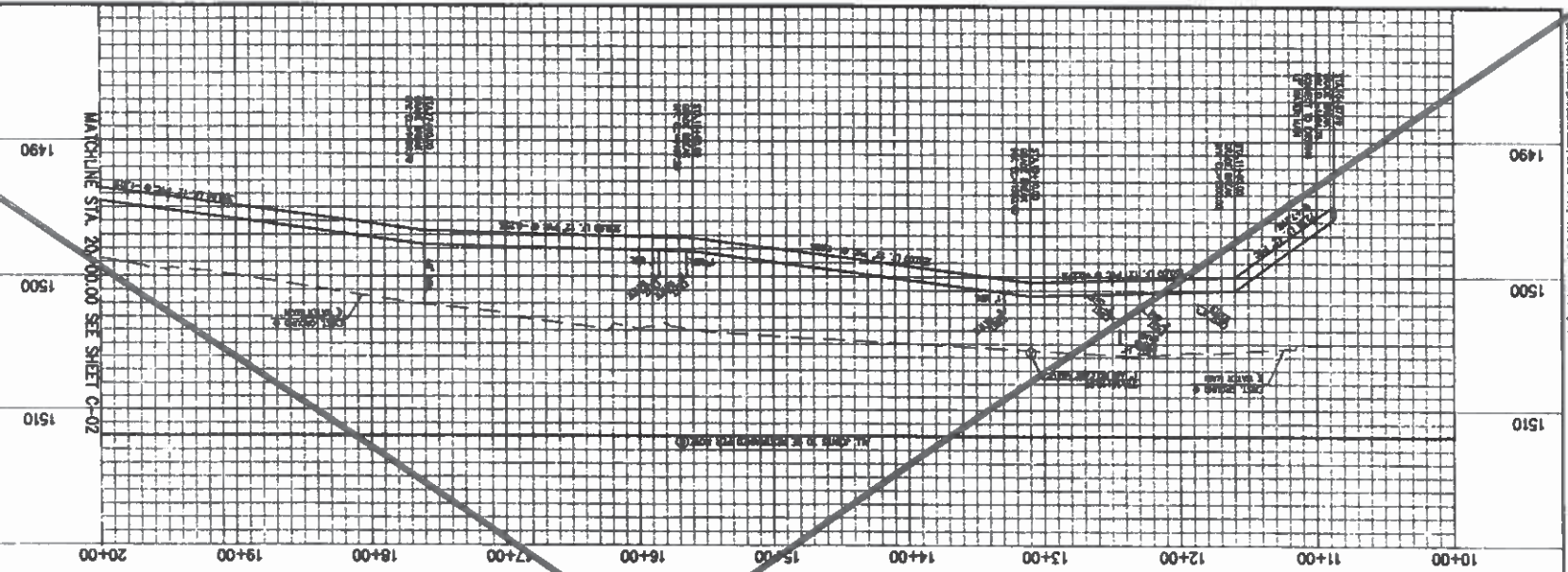
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2	11/1/17	ISSUE FOR PERMITS
3	11/1/17	ISSUE FOR PERMITS
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5	11/1/17	ISSUE FOR PERMITS
6	11/1/17	ISSUE FOR PERMITS
7	11/1/17	ISSUE FOR PERMITS
8	11/1/17	ISSUE FOR PERMITS
9	11/1/17	ISSUE FOR PERMITS
10	11/1/17	ISSUE FOR PERMITS
11	11/1/17	ISSUE FOR PERMITS
12	11/1/17	ISSUE FOR PERMITS
13	11/1/17	ISSUE FOR PERMITS
14	11/1/17	ISSUE FOR PERMITS
15	11/1/17	ISSUE FOR PERMITS
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38	11/1/17	ISSUE FOR PERMITS
39	11/1/17	ISSUE FOR PERMITS
40	11/1/17	ISSUE FOR PERMITS
41	11/1/17	ISSUE FOR PERMITS
42	11/1/17	ISSUE FOR PERMITS
43	11/1/17	ISSUE FOR PERMITS
44	11/1/17	ISSUE FOR PERMITS
45	11/1/17	ISSUE FOR PERMITS
46	11/1/17	ISSUE FOR PERMITS
47	11/1/17	ISSUE FOR PERMITS
48	11/1/17	ISSUE FOR PERMITS
49	11/1/17	ISSUE FOR PERMITS
50	11/1/17	ISSUE FOR PERMITS

TOWN OF FLORENCE  
12" WATER LINE AUGMENTATION  
WATER PLANS  
COVER SHEET AND GENERAL NOTES



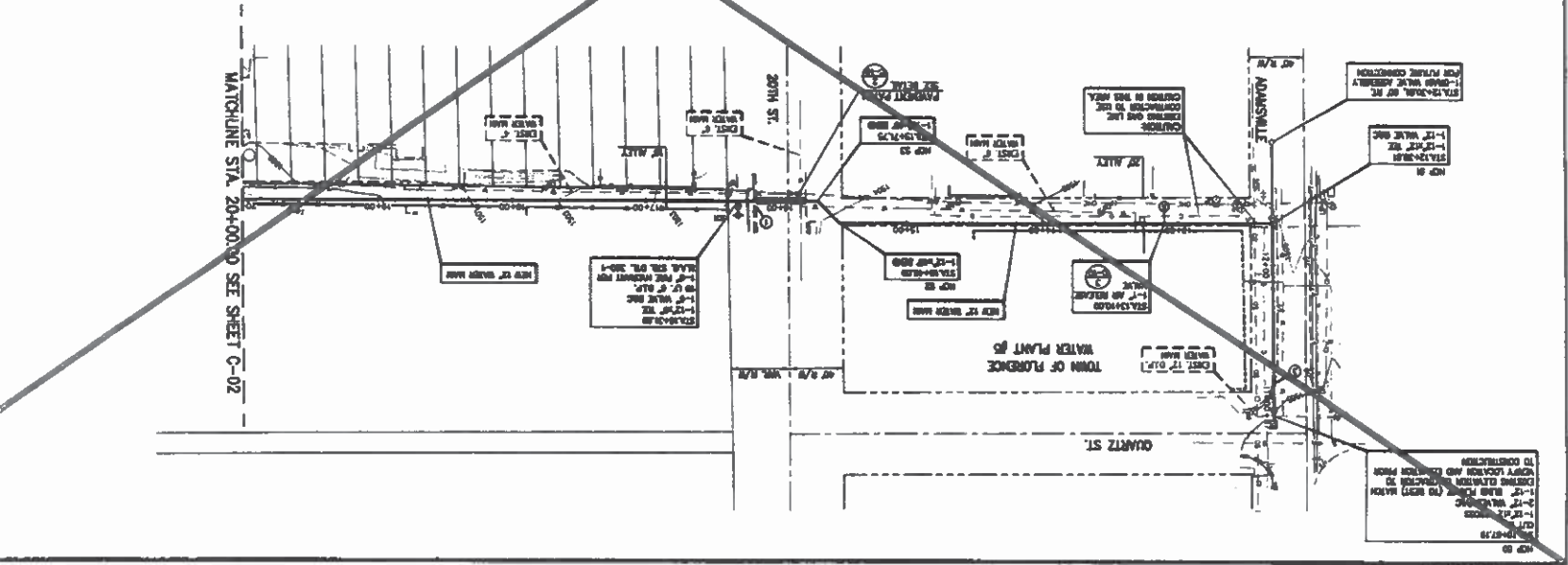
PLAN DATE:  
DECEMBER 01, 2017  
PROJECT NUMBER:  
488.05-A-0000  
SHEET NO.  
G-01  
1 OF 13





NOTES  
 1. ALL WATER MAIN STATIONING IS BASED ON CENTERLINE OF THE  
 WATER MAIN UNLESS OTHERWISE NOTED.

NOT PART OF THIS CONTRACT



NO. 05  
 1-12" VALVE  
 2-12" VALVE  
 2-12" VALVE  
 1-12" VALVE  
 1-12" VALVE  
 TO CONSTRUCTION  
 TO VERIFY LOCATION AND ELEVATION FROM  
 EXISTING ELEVATION AND STATIONING TO  
 1-12" VALVE (TO BE) MARK  
 1-12" VALVE (TO BE) MARK

3 of 13

**TOWN OF FLORENCE**  
 12" WATER LINE AUGMENTATION  
 PLAN AND PROFILE SHEET

REVISIONS

NO.	BY	DATE	DESCRIPTION

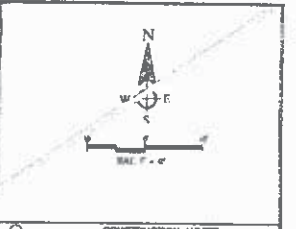
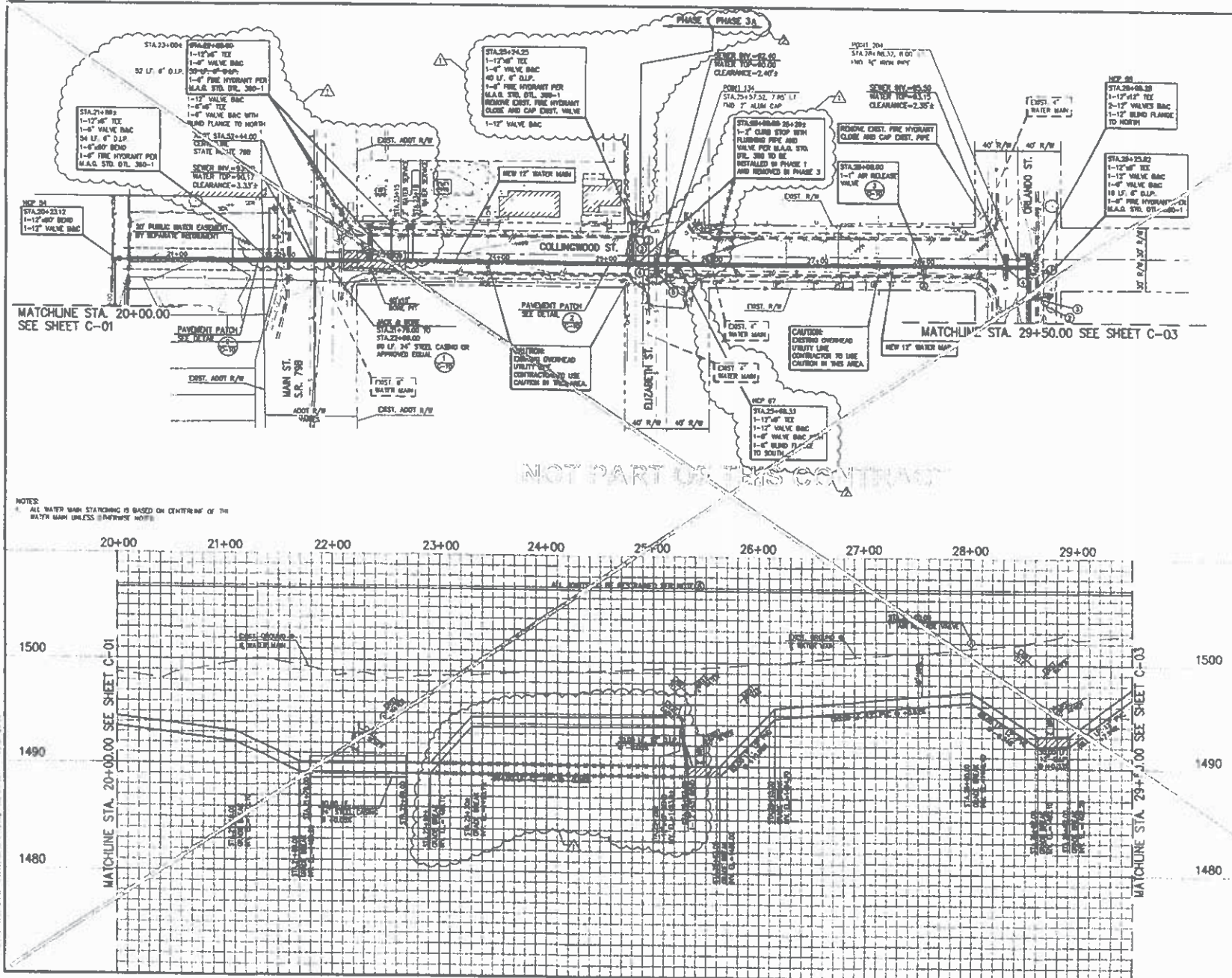


HOP TABLE

NO.	HORIZONTAL EASTING	VERTICAL
50	757500.07	841800.78
51	757500.31	840000.40
52	757500.79	839000.70
53	757500.81	839000.72

- CONSTRUCTION NOTES
- REMOVE AND REPLACE DRIVEWAY APPROX AND SETBACK IN HOV
  - REMOVE AND REPLACE EXISTING CURB AND GUTTER IN HOV AS NECESSARY
  - ALL PIPES TO BE REMOVED FOR HOV STANDARD DETAIL 300





- CONSTRUCTION NOTES**
- 1 REMOVE AND REPLACE EXISTING SIDEWALK IN KID AS NECESSARY
  - 2 REMOVE AND REPLACE EXISTING VERTICAL CURB AND GUTTER IN KID AS NECESSARY
  - 3 CONCRETE ENCASE EXISTING SEWER 10' EITHER SIDE OF PROPOSED WATER MAIN CROSSING PER M.A.G. STD. DETAIL 404
  - 4 REMOVE AND REPLACE EXISTING CONCRETE VALLEY OUTER IN KID AS NECESSARY
  - 5 ALL PIPES TO BE RESTRAINED PER M.A.G. STANDARD DETAIL 303

**HOP TABLE**

NO.	DESCRIPTION	DATE
01	7/26/17	08
02	7/26/17	08
03	7/26/17	08



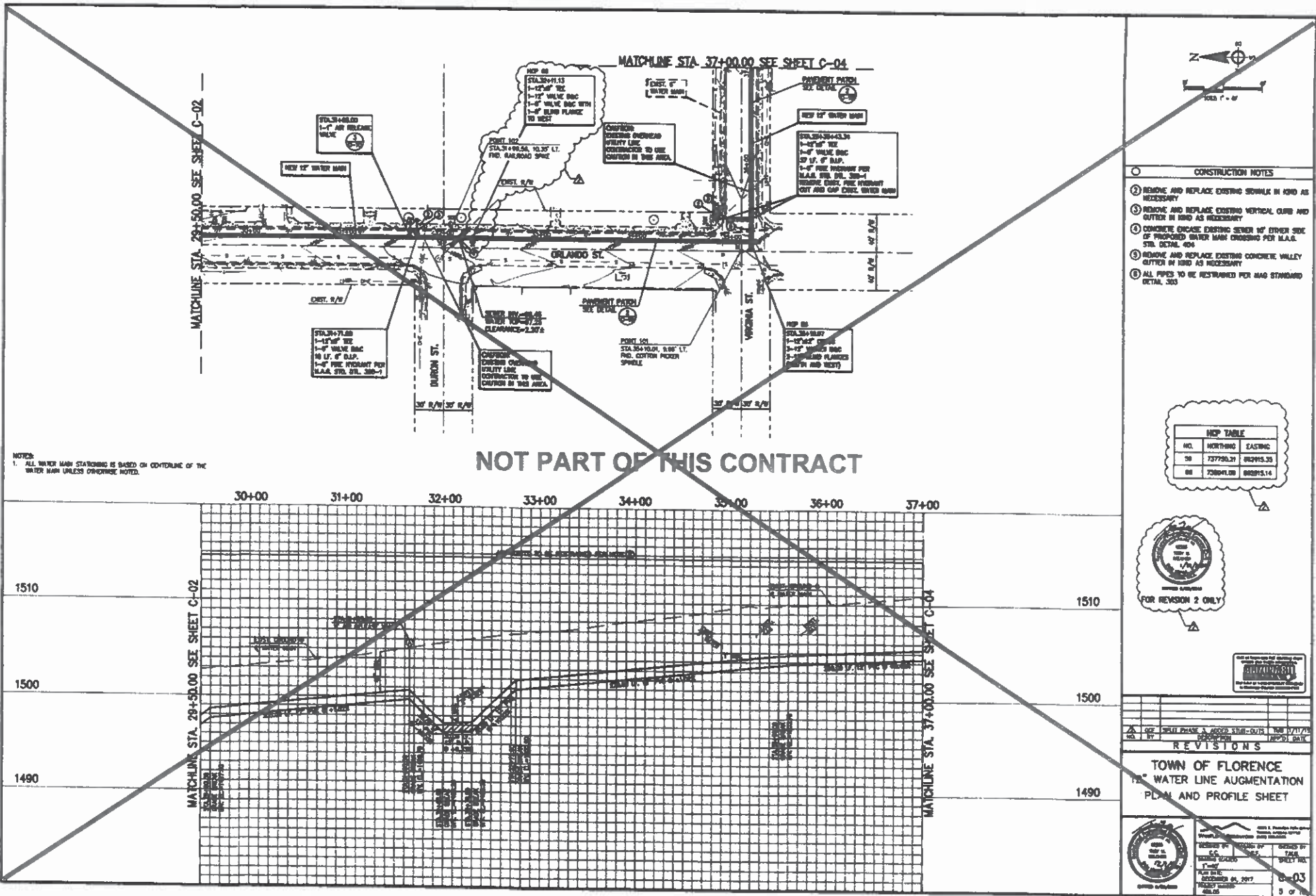
**REVISIONS**

NO.	BY	DESCRIPTION	APPRO. DATE
1	DC	SPILL PHASE 3, ADD 2\"/>	

**TOWN OF FLORENCE  
12\"/>**

	PREPARED BY DATE PROJECT NO.	CHECKED BY DATE PROJECT NO.
	TOWN OF FLORENCE WATER LINE AUGMENTATION PLAN AND PROFILE SHEET	





NOTES:  
 1. ALL WATER MAIN STATIONING IS BASED ON CENTERLINE OF THE WATER MAIN UNLESS OTHERWISE NOTED.

MATCHLINE STA. 37+00.00 SEE SHEET C-04

MATCHLINE STA. 29+50.00 SEE SHEET C-02

MATCHLINE STA. 29+50.00 SEE SHEET C-02

MATCHLINE STA. 37+00.00 SEE SHEET C-04



- CONSTRUCTION NOTES**
- ① REMOVE AND REPLACE EXISTING SIDEWALK IN AREA AS NECESSARY
  - ② REMOVE AND REPLACE EXISTING VERTICAL CURB AND GUTTER IN AREA AS NECESSARY
  - ③ CONCRETE CHASE EXISTING SIDE OF OTHER SIDE OF PROPOSED WATER MAIN CROSSING PER I.A.C. STD. DETAIL 404
  - ④ REMOVE AND REPLACE EXISTING CONCRETE VALLEY GUTTER IN AREA AS NECESSARY
  - ⑤ ALL PIPES TO BE RESTRAINED PER MAG STANDARD DETAIL 303

**HCP TABLE**

NO.	NORTHING	EASTING
58	737790.37	882915.35
68	738048.08	882915.14



**REVISIONS**

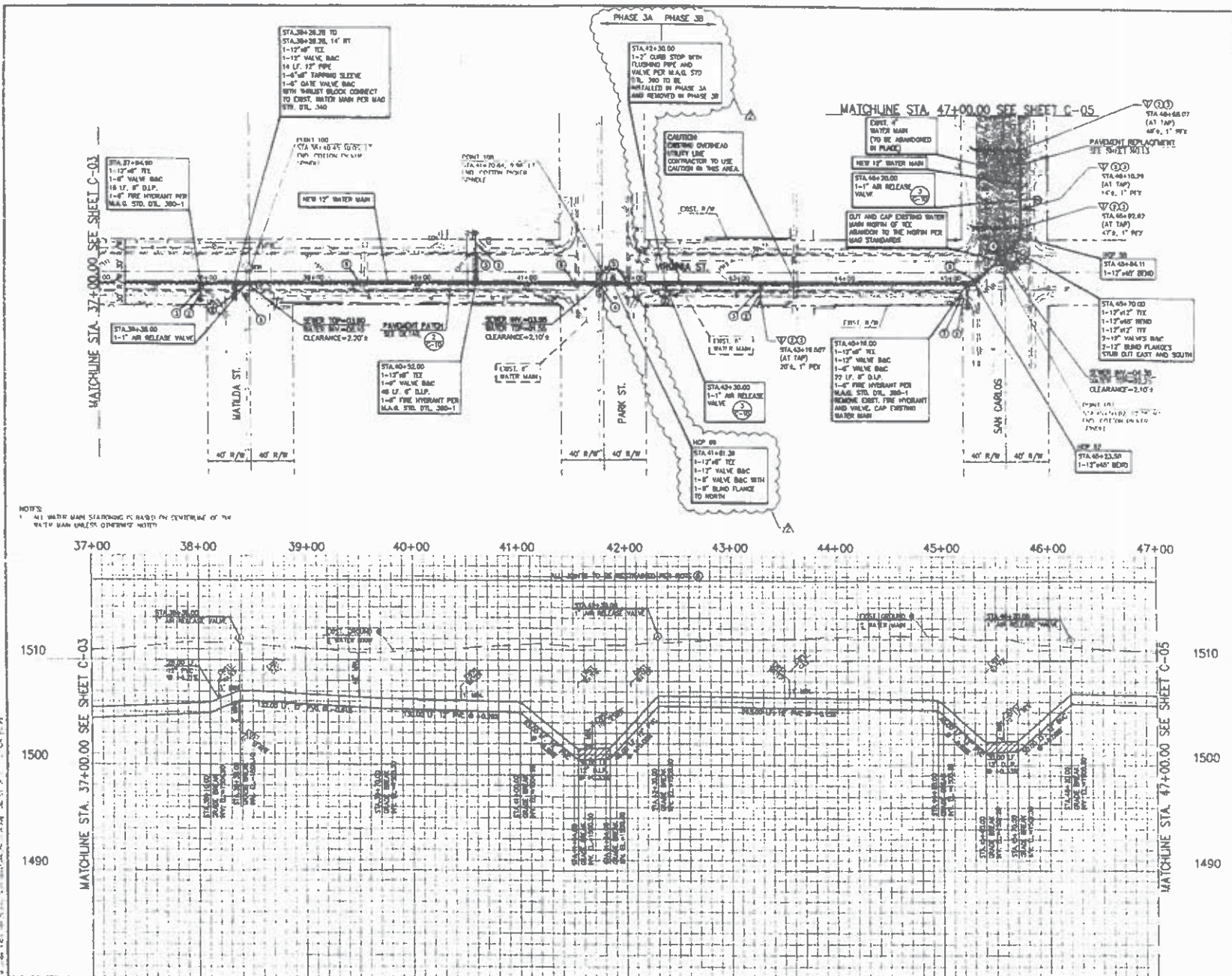
NO.	DATE	DESCRIPTION
1	12/15/10	ISSUED FOR PERMITS
2	01/11/11	ISSUED FOR PERMITS

**TOWN OF FLORENCE**  
 WATER LINE AUGMENTATION  
 PLAN AND PROFILE SHEET



DESIGNED BY E.C. [Signature]	CHECKED BY [Signature]	DRAWN BY [Signature]	DATE 01/11/11
PROJECT NO. 2010-01-001		SHEET NO. C-03	
PLAN DATE 01/11/11		SCALE AS SHOWN	

**NOT PART OF THIS CONTRACT**



- CONSTRUCTION NOTES**
- REMOVE AND REPLACE EXISTING SIDEWALK IN ROAD AS NECESSARY
  - REMOVE AND REPLACE EXISTING VERTICAL CURB AND CUTTER IN ROAD AS NECESSARY
  - CONCRETE ENCASE EXISTING SEWER 18" EITHER SIDE OF PROPOSED WATER MAIN CROSSING PER M.A.C. STD. DETAIL 404
  - REMOVE AND REPLACE EXISTING CONCRETE VALVE CUTTER IN ROAD AS NECESSARY
  - ALL PIPES TO BE RESTRAINED PER MAG STANDARD DETAIL 303
  - ALL SPACING TO OVERS PER DETAIL 4, SHEET C-10

- GENERAL NOTES**
- CONTRACTOR TO MAINTAIN WATER SERVICE TO HOMES THROUGHOUT THE DURATION OF THE PROJECT. IF SERVICE SHUT DOWNS ARE REQUIRED A MINIMUM OF 30 DAY NOTICE SHALL BE PROVIDED TO THE AFFECTED RESIDENCE.

**MCP TABLE**

NO	DESCRIPTION	DATE
01	ISSUED FOR BIDDING	08/20/17
02	FOR REVISION 1	09/05/17
03	FOR REVISION 2	09/20/17



**REVISIONS**

NO.	DATE	DESCRIPTION	BY	CHECKED
1	08/20/17	ISSUED FOR BIDDING	J. SMITH	M. JONES
2	09/05/17	FOR REVISION 1	J. SMITH	M. JONES
3	09/20/17	FOR REVISION 2	J. SMITH	M. JONES

**TOWN OF FLORENCE  
12" WATER LINE AUGMENTATION  
PLAN AND PROFILE SHEET**

**DESIGNER:** [Logo] [Name]

**DATE:** OCTOBER 01, 2017

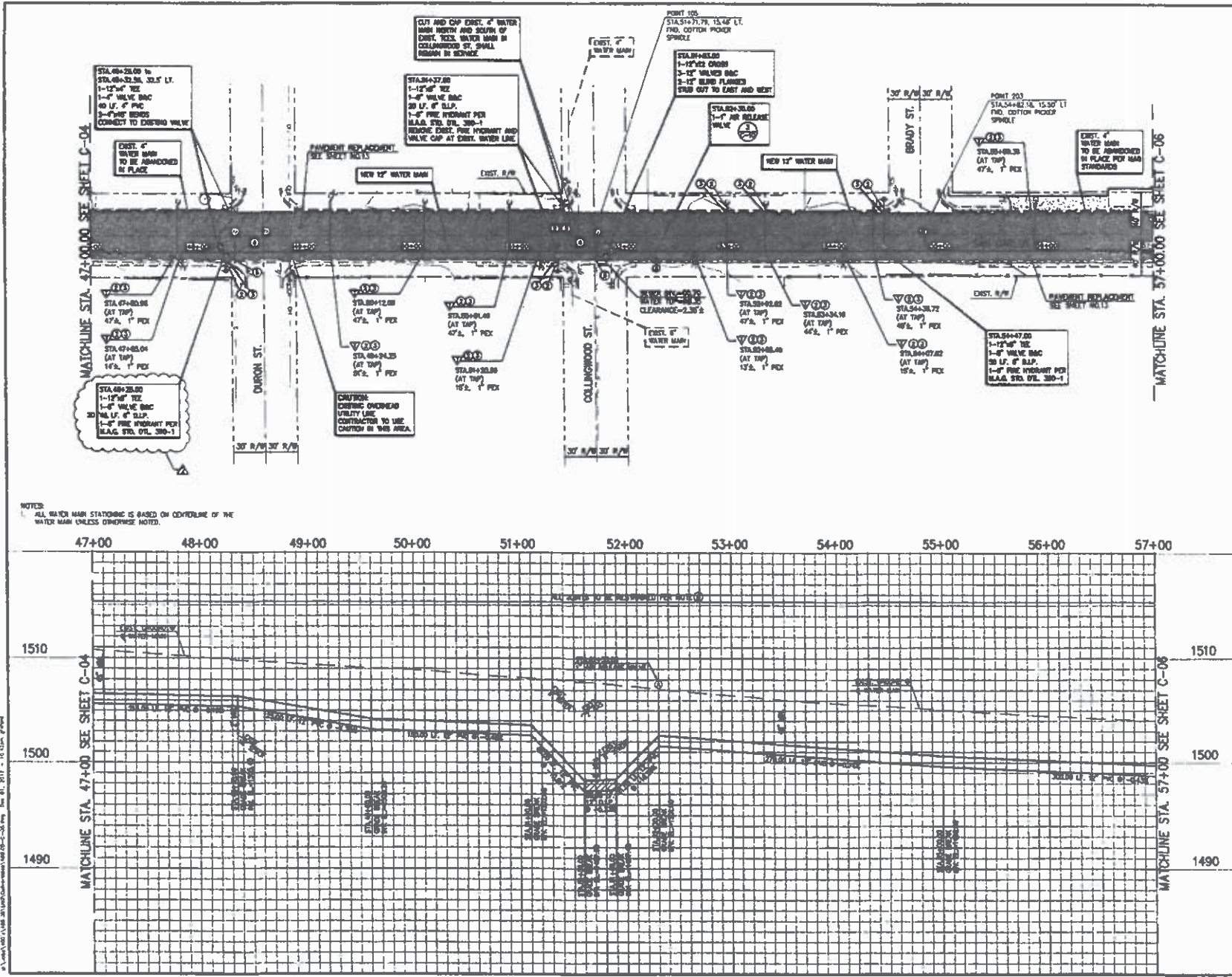
**PROJECT NO.:** C-04

**SCALE:** 1" = 40'

**DATE:** 08/20/17

**BY:** [Name]

**CHECKED:** [Name]



- CONSTRUCTION NOTES**
- 1 REMOVE AND REPLACE EXISTING SIDEWALK IN 1000 AS NECESSARY
  - 2 REMOVE AND REPLACE EXISTING VERTICAL CURB AND GUTTER IN 1000 AS NECESSARY
  - 3 CONCRETE BRIDGE EXISTING SEWER 10\"/>

- GENERAL NOTES**
- 1 CONTRACTOR TO MAINTAIN WATER SERVICE TO HOMES THROUGHOUT THE DURATION OF THE PROJECT. IF SERVICE SHUT DOWNS ARE REQUIRED A MINIMUM OF 30 DAY NOTICE SHALL BE PROVIDED TO THE AFFECTED RESIDENCE.



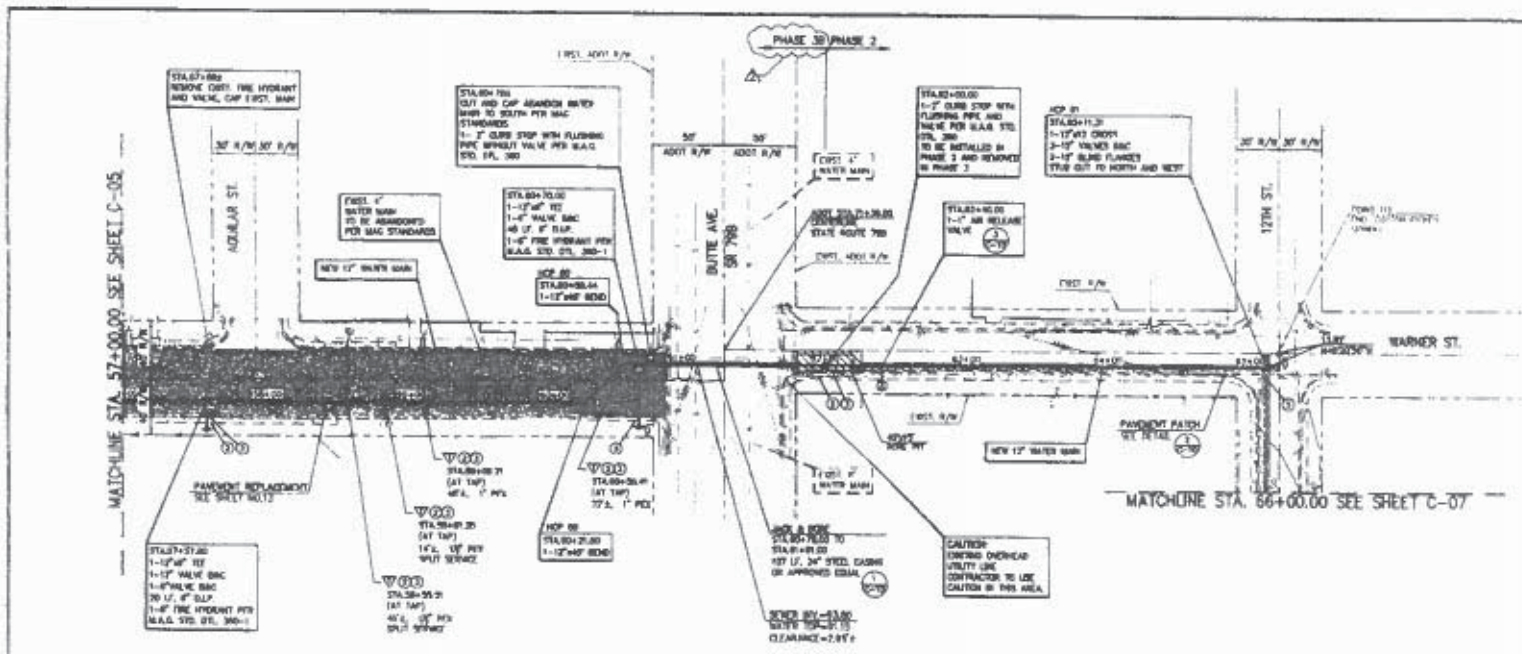
NO.	BY	DESCRIPTION	DATE

**TOWN OF FLORENCE  
12" WATER LINE AUGMENTATION  
PLAN AND PROFILE SHEET**

	DESIGNER C.C. GAT DATE DECEMBER 01, 2017 PROJECT NO. 14100	CHECKED BY T.M.P. DATE C-05 7 OF 13
--	---	---

NOTES:  
1. ALL WATER MAIN STATIONING IS BASED ON CENTERLINE OF THE WATER MAIN UNLESS OTHERWISE NOTED.

P:\Projects\14100\14100-12" Water Main Augmentation\14100-12" Water Main Augmentation.dwg Date: 01/11/17 10:15 AM 0/0



- CONSTRUCTION NOTES**
- REMOVE AND REPLACE EXISTING COBBLER IN KIND AS NECESSARY
  - REMOVE AND REPLACE EXISTING METALLIC CURB AND GUTTER IN KIND AS NECESSARY
  - REMOVE AND REPLACE EXISTING CONCRETE VALLEY CUTTER IN KIND AS NECESSARY
  - ALL PIPES TO BE REINSTALLED PER MAG STANDARD DETAILS 301
  - ALL SPREADS TO OVERS PER DETAIL 4, SHEET C-10

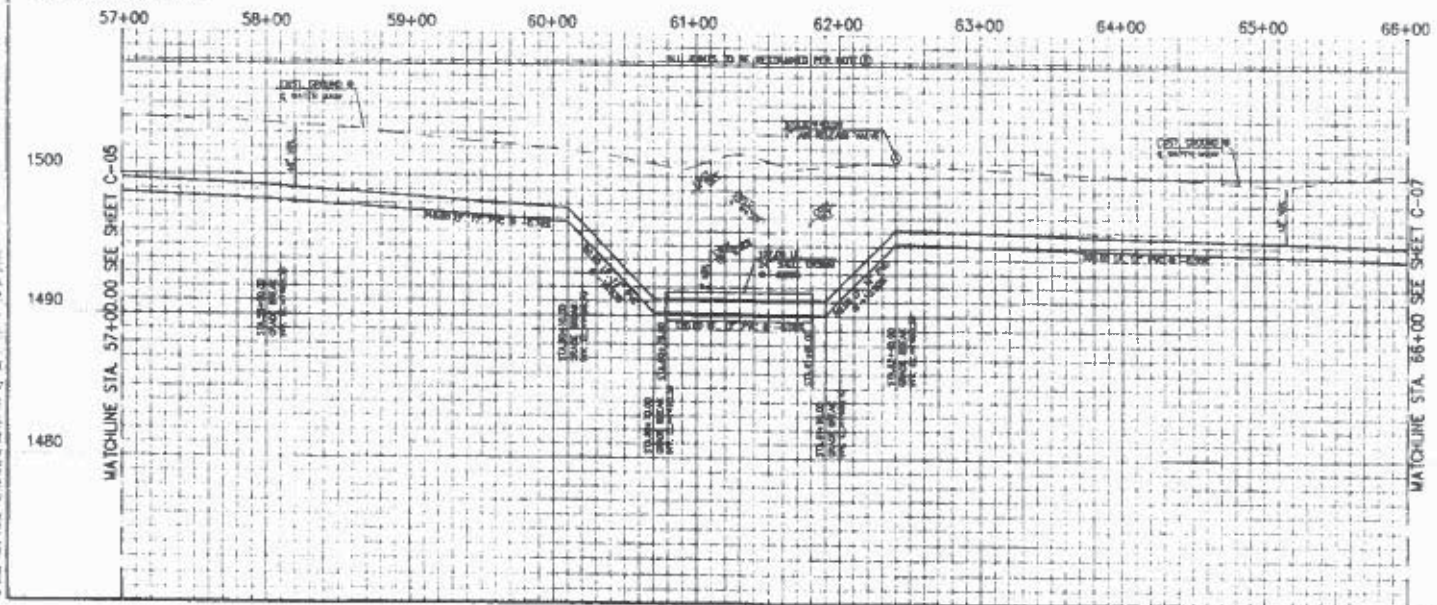
- GENERAL NOTES**
- CONTRACTOR TO MAINTAIN WATER SERVICE TO HOMES THROUGHOUT THE DURATION OF THE PROJECT. IF SERVICE SHUT DOWNS ARE REQUIRED A MINIMUM OF 30 DAY NOTICE SHALL BE PROVIDED TO THE AFFECTED RESIDENTS.

**HOP TABLE**

NO.	DATE	DESCRIPTION
01	11/14/24	ISSUED FOR PERMITS
02	11/14/24	ISSUED FOR PERMITS
03	11/14/24	ISSUED FOR PERMITS

**NOTES**

- ALL WATER MAINS TO BE INSTALLED IN ACCORDANCE WITH THE TOWN OF FLORENCE WATER MAIN INSTALLATION SPECIFICATIONS.



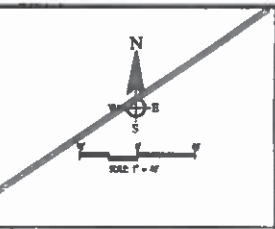
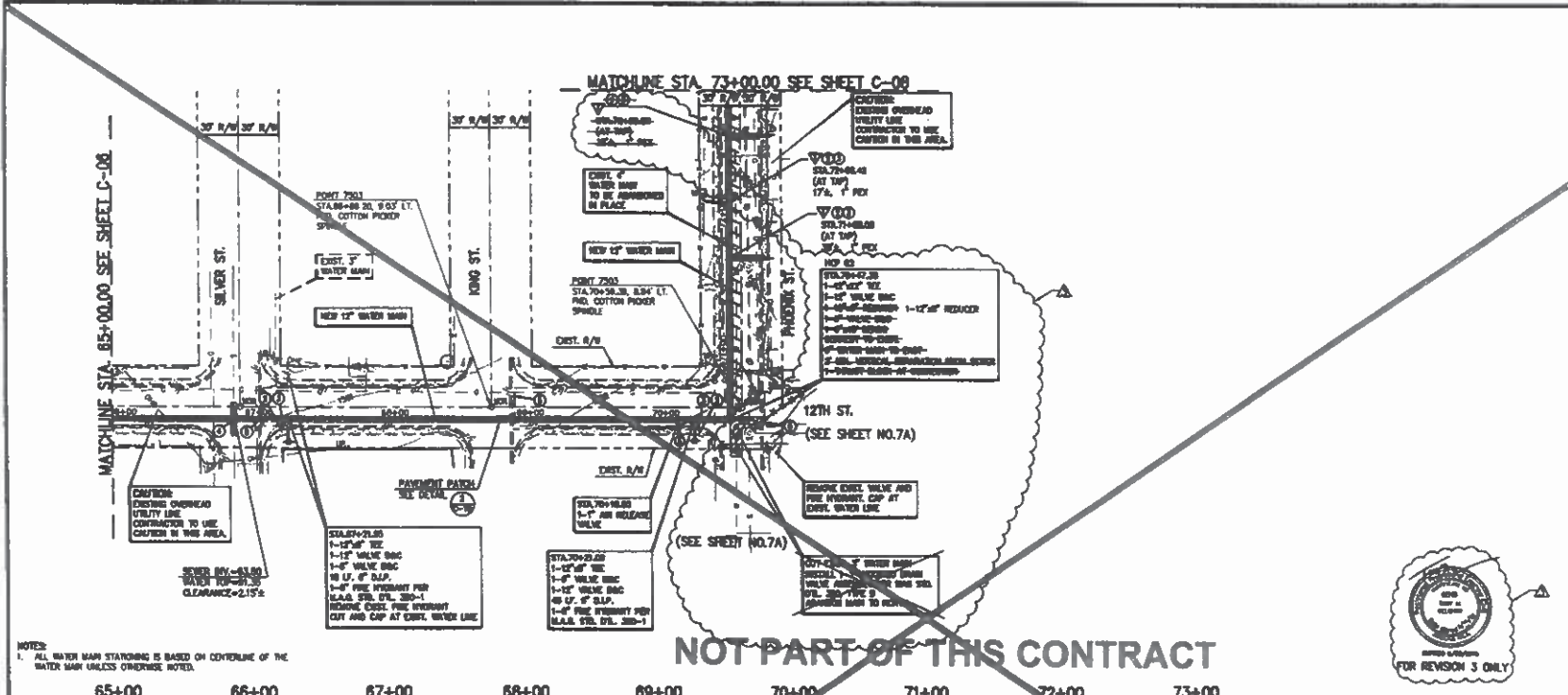
**REVISIONS**

NO.	DATE	DESCRIPTION
01	11/14/24	ISSUED FOR PERMITS
02	11/14/24	ISSUED FOR PERMITS
03	11/14/24	ISSUED FOR PERMITS

**TOWN OF FLORENCE**  
12" WATER LINE AUGMENTATION  
PLAN AND PROFILE SHEET

**PROJECT INFORMATION**

PROJECT NO. 2024-001  
DATE: 11/14/24  
SCALE: AS SHOWN  
SHEET NO. C-06  
TOTAL SHEETS: 8 OF 13

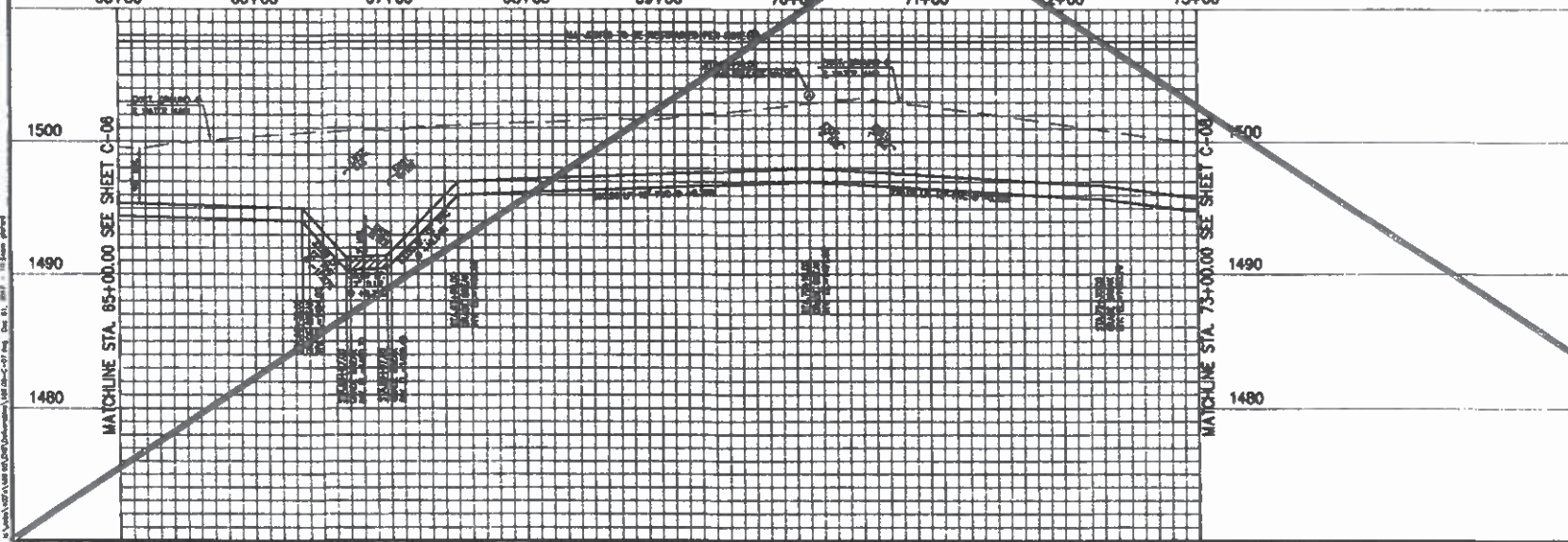


- CONSTRUCTION NOTES**
- REMOVE AND REPLACE EXISTING SIGNALS IN ROAD AS NECESSARY
  - REMOVE AND REPLACE EXISTING VERTICAL CURB AND GUTTER IN ROAD AS NECESSARY
  - CONCRETE ENCASE EXISTING SEWER W/ OTHER SIDE OF PROPOSED WATER MAIN CROSSING PER M.A.S. STD. DETAIL 404
  - REMOVE AND REPLACE EXISTING CONCRETE VALLEY CUTTER IN ROAD AS NECESSARY
  - ALL PIPES TO BE RESTRAINED PER MAG STANDARD DETAIL 303
  - ALL SERVICE TE OMS PER DETAIL 4, SHEET C-10.
- GENERAL NOTES**
- CONTRACTOR TO MAINTAIN WATER SERVICE TO HOMES THROUGHOUT THE DURATION OF THE PROJECT. IF SERVICE SHUT DOWNS ARE REQUIRED A MINIMUM OF 30 DAY NOTICE SHALL BE PROVIDED TO THE AFFECTED RESIDENCE.

**NOT PART OF THIS CONTRACT**

**FOR REVISION 3 ONLY**

MHP TABLE		
NO.	DATE	DESCRIPTION
02	7/27/13	884484.31



NO.	DATE	DESCRIPTION	BY	CHKD
01	07/27/13	884484.31		

**REVISIONS**

**TOWN OF FLORENCE**

**12" WATER LINE AUGMENTATION**

**PLAN AND PROFILE SHEET**

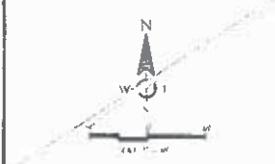
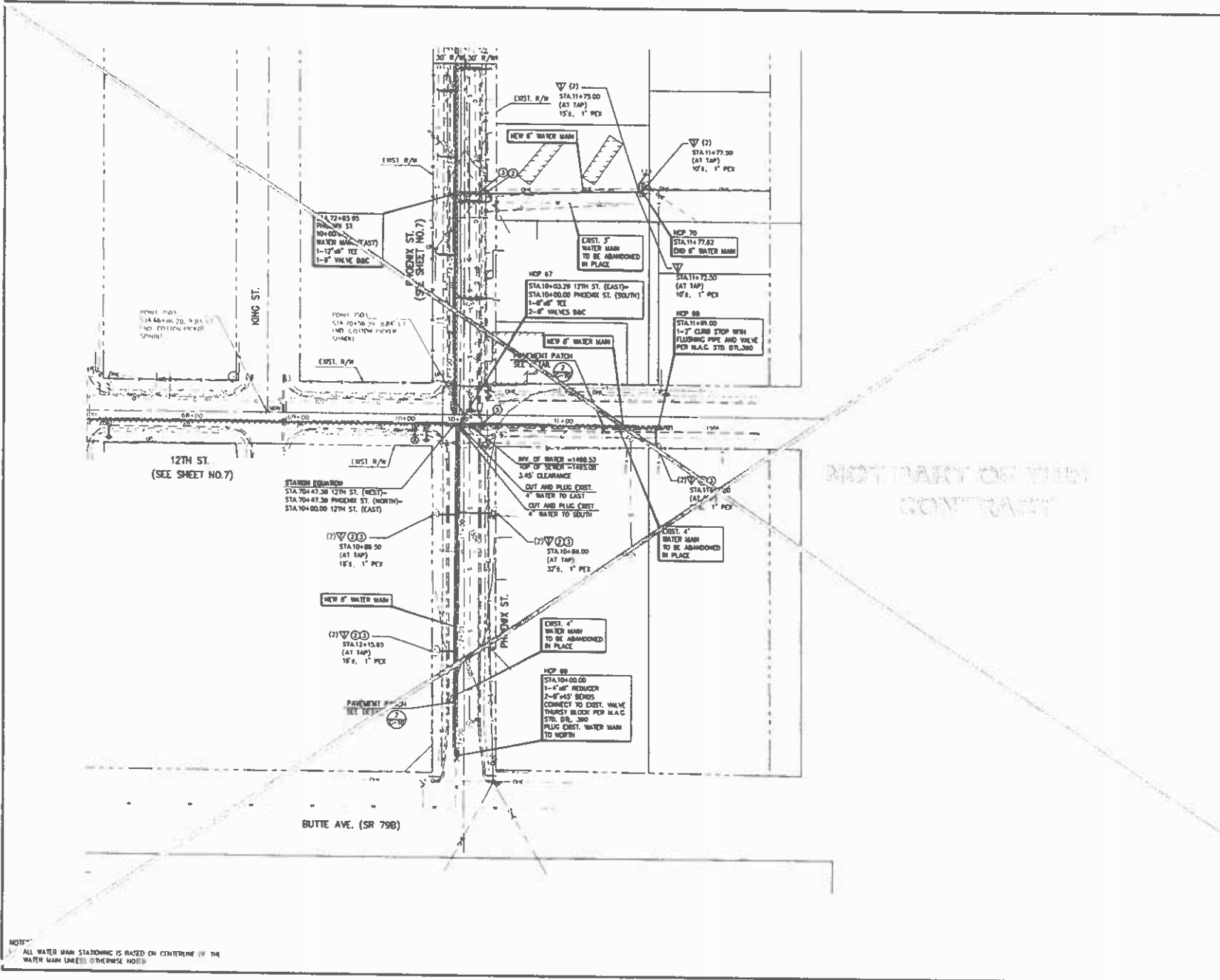
**NOV 07 2017**

**PROJECT NO. 17-001**

**DATE: NOVEMBER 07, 2017**

**PROJECT ENGINEER: FRANK HARRY WELLS**

C:\Users\10771\OneDrive\Documents\1717-001-01.dwg Date: 11/07/17 10:58:58 AM



- CONSTRUCTION NOTES**
- ① REMOVE AND REPLACE EXISTING SIDEWALK IN KMD AS NECESSARY
  - ② REMOVE AND REPLACE EXISTING VERTICAL CURB AND CUTTER IN KMD AS NECESSARY
  - ③ REMOVE AND REPLACE EXISTING VERTICAL CURB AND CUTTER IN KMD AS NECESSARY
  - ④ CONCRETE ENCASE EXISTING SEWER 10' EITHER SIDE OF PROPOSED WATER MAIN CROSSING PER M.A.C. STD. DETAIL 404
  - ⑤ REMOVE AND REPLACE EXISTING CONCRETE VALLEY CUTTER IN KMD AS NECESSARY
  - ⑥ ALL PIPES TO BE RESTRAINED PER M.A.C. STANDARD DETAIL 303
  - ⑦ ALL SERVICE TIE OVERS PFR DETAIL 4, SHEET C-10

- GENERAL NOTES**
1. CONTRACTOR TO MAINTAIN WATER SERVICE TO HOMES THROUGHOUT THE DURATION OF THE PROJECT. IF SERVICE SHUT DOWNS ARE REQUIRED A MINIMUM OF 30 DAY NOTICE SHALL BE PROVIDED TO THE AFFECTED RESIDENCE

MCP TABLE		
NO	NORTHING	EASTING
62	739793.53	86467.60
68	739712.59	864678.5A
69	739797.64	864687.04
70	739935.80	864641.80



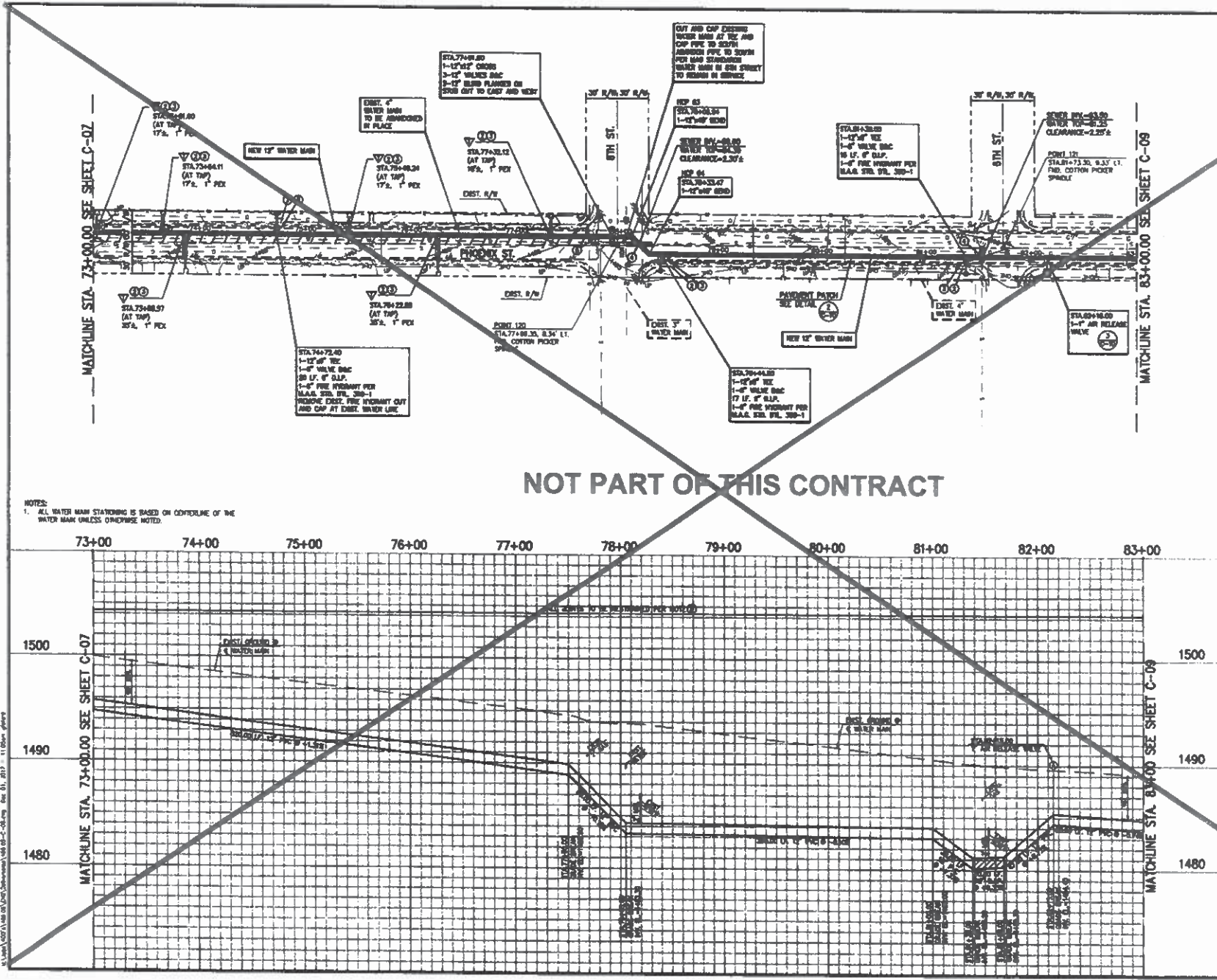
NO.	BY	DESCRIPTION	APPROVED	DATE
1	CE	8" WATER MAIN AUGMENTATION		2/13/20

**REVISIONS**

**TOWN OF FLORENCE**  
**12" WATER LINE AUGMENTATION**  
**8" WATER MAIN**

	PROJECT NO. CE DRAWING NO. 17-07 DATE: FEBRUARY 14, 2020 SCALE: AS SHOWN SHEET NO. 9A OF 11	SHEET NO. 9A OF 11
	PROJECT NO. CE DRAWING NO. 17-07 DATE: FEBRUARY 14, 2020 SCALE: AS SHOWN SHEET NO. 9A OF 11	SHEET NO. 9A OF 11

NOT: ALL WATER MAIN STATIONING IS BASED ON CENTERLINE OF THE WATER MAIN UNLESS OTHERWISE NOTED



- CONSTRUCTION NOTES**
- REMOVE AND REPLACE EXISTING SIDEWALK IN ROW AS NECESSARY
  - REMOVE AND REPLACE EXISTING VERTICAL CURB AND GUTTER IN ROW AS NECESSARY
  - CONCRETE ENCASE EXISTING SEWER 10' EITHER SIDE OF PROPOSED WATER MAIN CROSSING PER M.A.D. STD. DETAIL 404
  - REMOVE AND REPLACE EXISTING CONCRETE VALLEY GUTTER IN ROW AS NECESSARY
  - ALL PIPES TO BE RESTRAINED PER MGD STANDARD DETAIL 303
  - ALL SERVICE TE CHAIRS PER DETAIL 4, SHEET C-10.

- GENERAL NOTES**
- CONTRACTOR TO MAINTAIN WATER SERVICE TO HOMES THROUGHOUT THE DURATION OF THE PROJECT. IF SERVICE SHUT DOWNS ARE REQUIRED A MINIMUM OF 30 DAY NOTICE SHALL BE PROVIDED TO THE AFFECTED RESIDENCE.

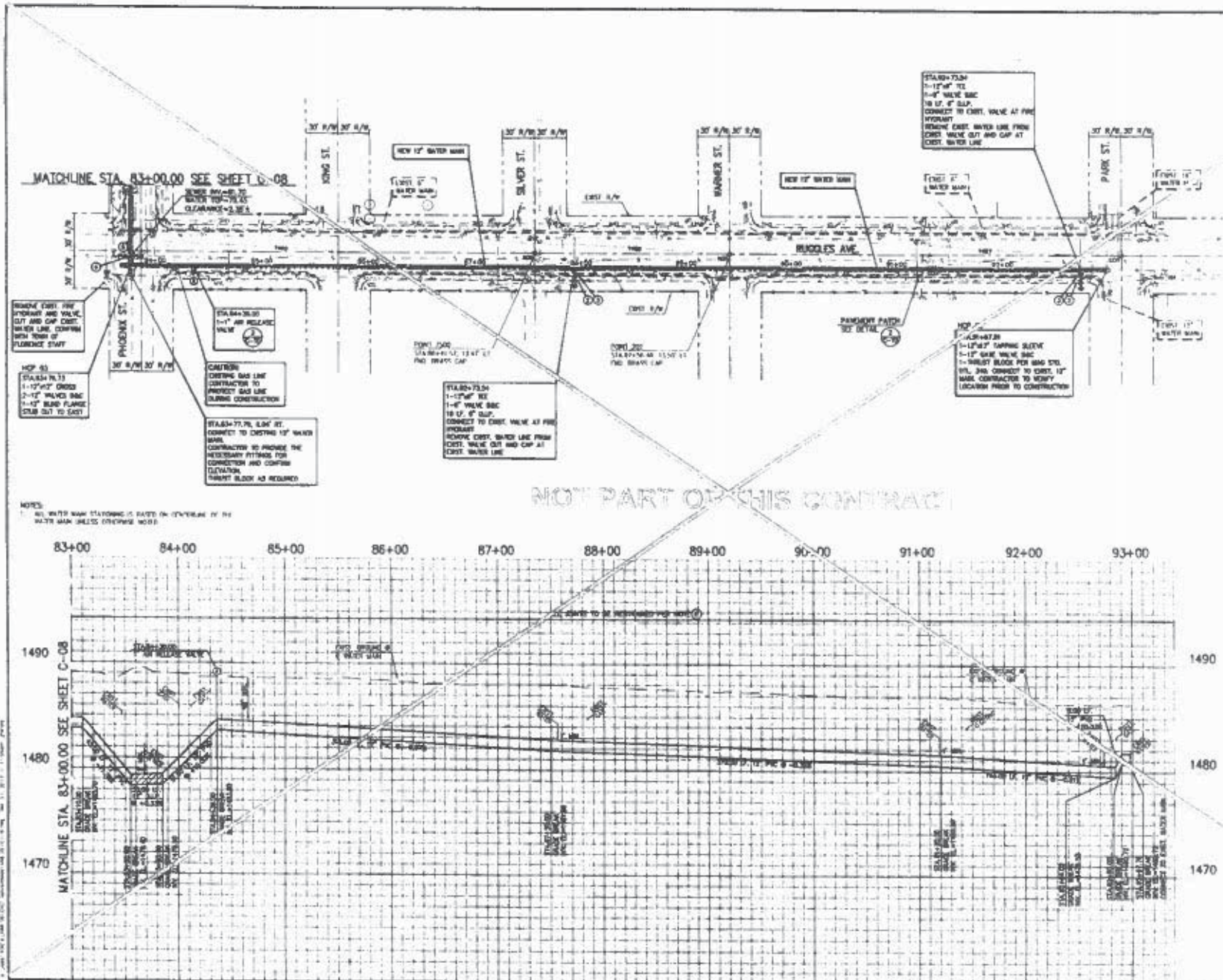
HOP TABLE			
NO.	NORTHING	EASTING	
45	740476.08	844464.31	
64	740492.72	844480.95	

NO.	BY	DESCRIPTION	APPRO. DATE
<b>REVISIONS</b>			
<b>TOWN OF FLORENCE</b>			
<b>12" WATER LINE AUGMENTATION</b>			
<b>PLAN AND PROFILE SHEET</b>			

DESIGN BY: **E.S.** CHECKED BY: **T.M.S.**  
 DRAWN BY: **M.S.** DATE: **12/15/2017**  
 SCALE: **AS SHOWN** SHEET NO.: **008**  
 PROJECT NAME: **12" WATER MAIN AUGMENTATION**

NOTES:  
 1. ALL WATER MAIN STATIONING IS BASED ON CENTERLINE OF THE WATER MAIN UNLESS OTHERWISE NOTED.

NOT PART OF THIS CONTRACT



- CONSTRUCTION NOTES
- REMOVE AND REPLACE EXISTING SIGNALS IN KIND AS NECESSARY
  - REMOVE AND REPLACE EXISTING VERTICAL CURB AND GUTTER IN KIND AS NECESSARY
  - CONCRETE ENCASE EXISTING SENER 10' EITHER SIDE OF PROPOSED WATER MAIN CROSSING PER M.A.C. STD. DETAIL 404
  - REMOVE AND REPLACE EXISTING CONCRETE VALLEY GUTTER IN KIND AS NECESSARY
  - ALL PIPES TO BE RESTRAINED PER M.A.C. STANDARD DETAIL 303

HCP TABLE

HCP	NOTHING TO DO	EXISTING
45	REMOVE OR	REPLACE IN
46	REMOVE	REPLACE IN

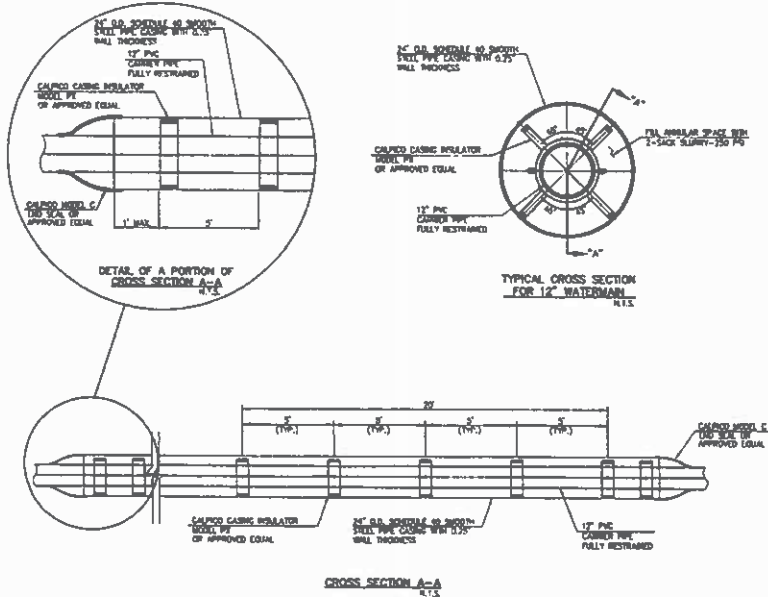
REVISIONS

NO.	DATE	DESCRIPTION

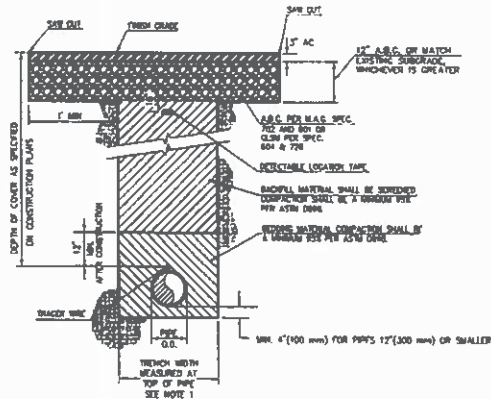
TOWN OF FLORENCE  
 12" WATER LINE AUGMENTATION  
 PLAN AND PROFILE SHEET

DATE OF PRELIMINARY PLAN: 08/11/09  
 DATE OF FINAL PLAN: 08/11/09  
 PROJECT NO.: 09-01  
 SHEET NO.: 11 OF 12



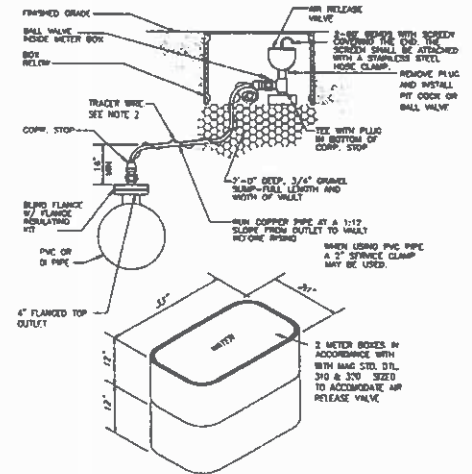


1 WATER INSTALLATION IN CASING AT MAIN ST. (SR 798) AND BUTTE ROAD (SR798)  
N.T.S.



1. TRENCH WIDTH MEASURED AT THE TOP OF THE PIPE SHALL BE 16" (406 mm) FOR 4" (102 mm) AND 4" (102 mm) DIA. PIPE, AND 24" (610 mm) FOR 6" (152 mm) DIA. PIPE. TRENCH WIDTH FOR 12" (305 mm) AND LARGER SHALL BE O.D. + 18" (457 mm) MIN. O.D. + 24" (610 mm) MAX.
2. PIPE ENDING UNDER CONCRETE AND CURB, SHALTY BOTH SIDES. MINIMUM WIDTH OF TRENCH TO BE 2 FT. REPLACE CONCRETE OR CURB IN VOID.

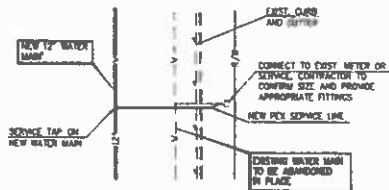
2 WATER TRENCH DETAIL  
N.T.S.



NOTES:

1. FLANGE INSULATING HT MUST BE TESTED TO CONFIRM ISOLATION PRIOR TO BACKFILL. NO HV TEST RESULTS IN FINAL COMMISSION REPORT.
2. ALL AIR RELEASE VALVE INSTALLATIONS REQUIRE A TRACER WIRE. THE TRACER WIRE SHALL BE 1/8" DIA. OR 1/4" DIA. TO GAUGE AND RUN IN A CONTINUOUS LENGTH FROM THE CORPORATION TO BALL VALVE. THE TRACER WIRE SHALL BE ATTACHED TO THE AIR RELEASE LINE WITH TAPE OR WIRE TIES AT 1' INTERVALS. A 5' COIL OF WIRE SHALL BE LEFT IN THE METER BOX.

3 1" AIR RELEASE VALVE INSTALLATION  
N.T.S.



NOTE:  
SERVICE RENEWALS SHALL INCLUDE:  
NEW SERVICE SADDLE, CORPORATION  
STOP TAP POX PIPE (ENTIRE LENGTH)  
AND/ OR WATER VALVE, MAGNETIC LOCATOR  
TAPE, TRACER WIRE, AND CONNECTION  
TO EXISTING METER

4 SERVICE LINE RENEWAL DETAIL  
N.T.S.

POINT #	NORTHING	EASTING	ELEVATION	PIPE DESCRIPTION
100	737781.468	863235.784	1511.76	COTTON PICKER SPINDLE
101	737780.142	862965.379	1508.91	COTTON PICKER SPINDLE
102	737870.814	862904.763	1506.07	REAR ROAD SPIKE
105	738284.722	863043.944	1508.02	COTTON PICKER SPINDLE
107	737784.172	863048.336	1512.21	COTTON PICKER SPINDLE
108	737782.871	863048.172	1511.76	COTTON PICKER SPINDLE
111	737722.110	863016.138	1489.38	COTTON PICKER SPINDLE
120	744883.478	864472.658	1484.38	COTTON PICKER SPINDLE
124	744832.958	864472.507	1480.11	COTTON PICKER SPINDLE
127	738772.524	864472.150	1583.40	COTTON PICKER SPINDLE
134	738379.598	862574.135	1499.72	ALUMINUM CAP 2IN
200	741021.914	863947.080	1486.77	BRASS CAP
202	741622.247	864107.288	1489.25	BRASS CAP
203	739685.100	863942.778	1505.41	COTTON PICKER SPINDLE
204	739371.882	863904.927	1501.83	IRON PIPE 3/4 IN
277	738284.286	864022.804	1507.98	BRASS CAP MAND HT 1"
373	738840.803	864030.257	1526.66	BRASS CAP MAND HT 1"
7500	741072.848	863917.271	1487.95	BRASS CAP
7503	738772.217	864063.120	1500.07	COTTON PICKER SPINDLE

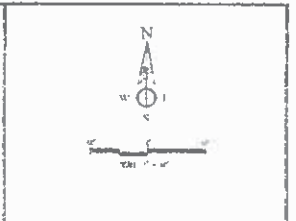
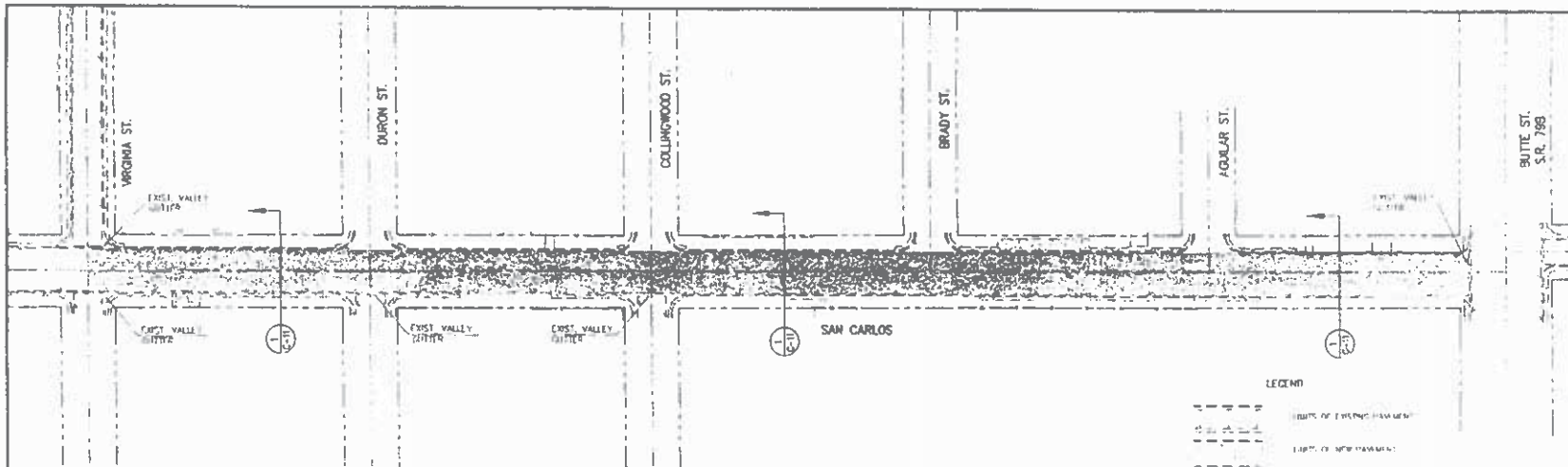
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The Industry Standard  
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NO.	BY	DESCRIPTION	APP'D	DATE
<b>REVISIONS</b>				
<b>TOWN OF FLORENCE</b>				
<b>12" WATER LINE AUGMENTATION</b>				
<b>DETAIL SHEET</b>				

	DESIGNED BY D.C.	REVIEWED BY C.D.F.	DATE OCTOBER 01, 2017

12 of 13

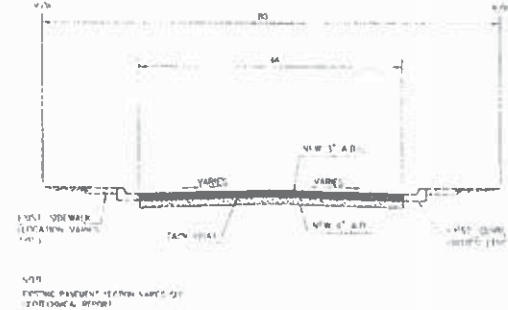


**PAVING NOTES**

1. ALL MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE LATEST VERSION OF STANDARD SPECIFICATIONS FOR CONSTRUCTION FOR THE TOWN OF FLORENCE, HAWAIIA ASSOCIATION OF TOWNSHIPS (W.A.C.) SPECIFICATIONS AND DETAILS, LATEST EDITION AND FINAL EDITION.
2. EXCAVATION AND BACKFILL FOR STRUCTURES SHALL CONFORM TO W.A.C. SECTION 209.
3. ADDITIONAL ROAD CROSSLINGS SHALL CONFORM TO W.A.C. SECTION 202.
4. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION REGULATIONS.
5. THE CONTRACTOR SHALL OBTAIN ALL PERMITS REQUIRED BY ALL GOVERNMENTAL AGENCIES.
6. UPON COMPLETION OF WORK, TRAFFIC CONTROL DEVICES SHALL BE INSTALLED AND MAINTAINED BY THE CONTRACTOR UNTIL SUCH TIME AS THE WORK IS COMPLETED. ALL WARNING SIGNS, BARRIERS, ETC. SHALL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES ADOPTED BY THE STATE OF ARIZONA PURSUANT TO A.R.S. 28-450.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CARE AND MAINTENANCE OF EXISTING SIDEWALKS AND VEGETATION IN THE WORK AREA. PLANTINGS, TREES, AND ANY OTHER OBSTRUCTIONS DAMAGED DURING CONSTRUCTION ARE TO BE REPLACED BY THE CONTRACTOR AT HIS OWNERSHIP. IRRIGATION CONTROLS, DRAINS, STRUCTURES OR CONDUITS AND OTHER WORK IN THESE PLANS SHALL BE MOVED, ALTERED OR REPAIRED BY THE CONTRACTOR WHEN ENCOUNTERED. THIS SHALL BE THE CONTRACTOR'S RESPONSIBILITY AND IS A DEFINITE PART OF THIS PROJECT.
8. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FURNISH, HIRE AND APPLY ALL WATER REQUIRED FOR CONSTRUCTION AND FOR THE CONTROL OF DUST FROM CONSTRUCTION ACTIVITIES. THE COST THEREOF IS TO BE INCLUDED IN THE APPROPRIATE BID ITEM'S PRICE.
9. THE CONTRACTOR BEFORE IMPARTING ANY CHANGE OR CONSTRUCTION WORK IN ANY WAY WITHIN THE PUBLIC RIGHT-OF-WAY MUST FIRST OBTAIN ANY REQUIRED PERMITS FROM THE TOWN OF FLORENCE.
10. INSPECTION BY THE TOWN OF FLORENCE OR THE TOWN'S REPRESENTATIVE OF THE WORK PLANNED FOR THE PLANS SHALL NOT IN ANY WAY, RELIEVE THE CONTRACTOR AND/OR HIS/HER SUBCONTRACTORS OF THEIR OBLIGATION TO FURNISH THE WORK IN CONFORMANCE WITH THE PLANS, SPECIFICATIONS, CONTRACT DOCUMENTS, TOWN CODE AND ANY OTHER APPLICABLE REGULATIONS PERTAINING THERE TO.
11. THE CONTRACTOR SHALL OPERATE IN A MANNER COMPLIANT WITH ALL APPLICABLE REGULATIONS OF THE TOWN, COUNTY, STATE AND FEDERAL GOVERNMENT.
12. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND/OR THE OWNER FOR PROVIDING THE CONSTRUCTION LAYOUT TO VERIFY THE BENCHMARK AND CONTAIN THE SET CONDITIONS WITH THE PLANS AND SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES OBSERVED. SHOULD ANY BENCHMARK, GRADE OR DESIGN INDICATION ON THE PLANS BE SUSPECTED THE ENGINEER SHALL BE NOTIFIED OF SAID BENCHMARK GRADE OR POINT IN AT LEAST THIRTY (30) DAYS BEFORE CONSTRUCTION IS COMMENCED TO BE LOCATED IN THE AFFECTED AREA.
13. DRAINAGE, EXCEPT AS NOTED BY THE OWNER'S REPORT OF DESIGN SHALL CONFORM TO W.A.C. SECTION 209.

**PAVING NOTES CONTINUED**

14. CONTRACTOR SHALL CALL BLUE STAKE (1-800-397-5348) TO VERIFY LOCATION OF ALL UTILITIES PRIOR TO COMMENCEMENT OF OPERATION.
15. 4. UNANTICIPATED CONDITIONS ARE ENCOUNTERED DURING THE COURSE OF CONSTRUCTION AND ARE BEYOND THE SCOPE OF DESIGN, THE ENGINEER SHALL SUBMIT THE NECESSARY REVISED OR SUPPLEMENTAL APPROVAL PLANS FOR REVIEW AND APPROVAL BY THE TOWN ENGINEER.
16. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FULLY COMPLY WITH ALL EPA SEWAGE/WATER DISCHARGE PERMITS IN ACCORDANCE WITH THE AIR POLLUTION AND POLLUTION CONTROL STANDARDS AND AS LIMITED BY THE ENGINEER.
17. THE TOWN'S ENGINEER SHALL OBSERVE, INSPECT AND TEST ALL CONSTRUCTION OPERATIONS, INCLUDING BUT NOT LIMITED TO: SUBGRADE PREPARATION, TRENCH EXCAVATIONS AND BACKFILL, MATERIAL TESTING, TOGETHER WITH PLACEMENT OF FILL. SAID ENGINEER SHALL CARRY IN WRITING THAT ALL SOILS OPERATIONS AND MATERIALS USED FOR THIS DEVELOPMENT WERE PERFORMED IN ACCORDANCE WITH THE RECOMMENDATIONS AS SET FORTH IN THE GEOLOGICAL INVESTIGATION OF RECORD AND ARE IN CONFORMANCE WITH THE ACCEPTED PLANS AND SPECIFICATIONS CERTIFICATION, IN WRITING, ARE TO BE RECEIVED BY THE TOWN ENGINEER OF THE TOWN OF FLORENCE PRIOR TO THE REQUEST FOR FINAL INSPECTION AND RELEASE OF ASSURANCE.
18. THE TOWN ENGINEER WILL, UPON RECEIPT OF ALL NECESSARY CERTIFICATIONS AS OBTAINED IN THE APPROVAL PLANS, FURNISH A FIELD REVIEW IF THE DEVELOPMENT INTRODUCES DRAIN OVERLOADS, ETC., MAY REQUIRE ADDITIONAL WORK AND/OR IMPROVEMENTS AS A RESULT OF SAID REVIEW.
19. CONTRACTOR SHALL MAINTAIN EXISTING PAVEMENT THAT HAS BEEN MAINTAINED AND DISPOSE OF THEREOF.



**1 SAN CARLOS TYPICAL SECTION**

**CONSTRUCTION NOTES**

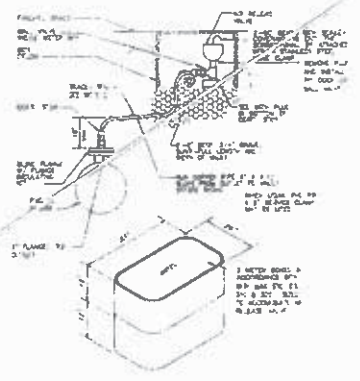
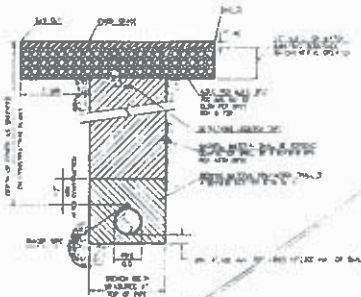
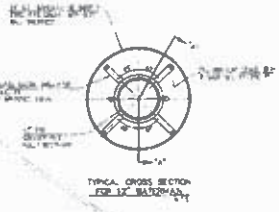
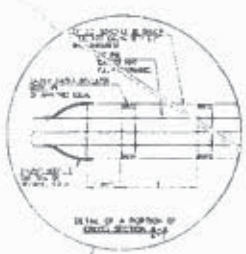
1. NEW PAVEMENT LAYOUTS FOR NEW STREETS ARE GIVEN APPROXIMATELY. EXACT LIMITS WILL HAVE TO BE ESTABLISHED BASED ON A FEET PAST OF EXISTING PAVEMENT SECTION ON EACH CORNER, UNLESS OTHERWISE NOTED.
2. EXISTING CURB AND GUTTERS TO BE MAINTAINED TO ORIGINAL HEIGHT SHALL BE SUBJECT TO NEW PAVEMENT ELEVATIONS.
3. CONTRACTOR MUST PROVIDE THE SERVICE OF A RECONSTRUCTED LAND TO BE MAINTAINED BY THE TOWN OF FLORENCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE RECONSTRUCTED LAND TO BE MAINTAINED BY THE TOWN OF FLORENCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE RECONSTRUCTED LAND TO BE MAINTAINED BY THE TOWN OF FLORENCE.
4. AT THE COMPLETION OF THE NEW PAVEMENT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE RECONSTRUCTED LAND TO BE MAINTAINED BY THE TOWN OF FLORENCE.
5. THE PROJECT SHALL REQUIRE REPAIRS TO EXISTING PAVEMENT TO BE MAINTAINED BY THE TOWN OF FLORENCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE RECONSTRUCTED LAND TO BE MAINTAINED BY THE TOWN OF FLORENCE.



NO.	DATE	BY	REVISIONS

**TOWN OF FLORENCE  
12" WATER LINE AUGMENTATION  
PAVEMENT REPLACEMENT PLAN**

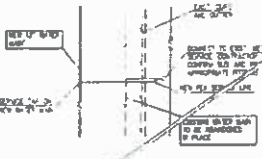
	PROJECT NO. 2024-001 SHEET NO. 12 OF 15 DATE: 12/31/2024 DRAWN BY: J. SMITH CHECKED BY: M. JONES APPROVED BY: K. BROWN	SCALE: 1" = 40' PROJECT NO. 2024-001 SHEET NO. 12 OF 15 DATE: 12/31/2024
	TOWN OF FLORENCE 12" WATER LINE AUGMENTATION PAVEMENT REPLACEMENT PLAN C-11 13 OF 13	



NOT PART OF CONTRACT  
 EXTERIOR THROUGH DETAIL

1 WATER INSTALLATION IN CASING AT MAIN ST. (SR 798) AND SUITE ROAD (SR708)

2 1" AIR RELEASE VALVE INSTALLATION



3 SERVICE LINE RENEWAL DETAIL

LINE NO.	DATE	DESCRIPTION	BY	CHKD BY
1	11/15/00	ISSUED FOR PERMITS	JL	ML
2	11/15/00	ISSUED FOR PERMITS	JL	ML
3	11/15/00	ISSUED FOR PERMITS	JL	ML
4	11/15/00	ISSUED FOR PERMITS	JL	ML
5	11/15/00	ISSUED FOR PERMITS	JL	ML
6	11/15/00	ISSUED FOR PERMITS	JL	ML
7	11/15/00	ISSUED FOR PERMITS	JL	ML
8	11/15/00	ISSUED FOR PERMITS	JL	ML
9	11/15/00	ISSUED FOR PERMITS	JL	ML
10	11/15/00	ISSUED FOR PERMITS	JL	ML
11	11/15/00	ISSUED FOR PERMITS	JL	ML
12	11/15/00	ISSUED FOR PERMITS	JL	ML
13	11/15/00	ISSUED FOR PERMITS	JL	ML
14	11/15/00	ISSUED FOR PERMITS	JL	ML
15	11/15/00	ISSUED FOR PERMITS	JL	ML
16	11/15/00	ISSUED FOR PERMITS	JL	ML
17	11/15/00	ISSUED FOR PERMITS	JL	ML
18	11/15/00	ISSUED FOR PERMITS	JL	ML
19	11/15/00	ISSUED FOR PERMITS	JL	ML
20	11/15/00	ISSUED FOR PERMITS	JL	ML
21	11/15/00	ISSUED FOR PERMITS	JL	ML
22	11/15/00	ISSUED FOR PERMITS	JL	ML
23	11/15/00	ISSUED FOR PERMITS	JL	ML
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27	11/15/00	ISSUED FOR PERMITS	JL	ML
28	11/15/00	ISSUED FOR PERMITS	JL	ML
29	11/15/00	ISSUED FOR PERMITS	JL	ML
30	11/15/00	ISSUED FOR PERMITS	JL	ML
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32	11/15/00	ISSUED FOR PERMITS	JL	ML
33	11/15/00	ISSUED FOR PERMITS	JL	ML
34	11/15/00	ISSUED FOR PERMITS	JL	ML
35	11/15/00	ISSUED FOR PERMITS	JL	ML
36	11/15/00	ISSUED FOR PERMITS	JL	ML
37	11/15/00	ISSUED FOR PERMITS	JL	ML
38	11/15/00	ISSUED FOR PERMITS	JL	ML
39	11/15/00	ISSUED FOR PERMITS	JL	ML
40	11/15/00	ISSUED FOR PERMITS	JL	ML
41	11/15/00	ISSUED FOR PERMITS	JL	ML
42	11/15/00	ISSUED FOR PERMITS	JL	ML
43	11/15/00	ISSUED FOR PERMITS	JL	ML
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45	11/15/00	ISSUED FOR PERMITS	JL	ML
46	11/15/00	ISSUED FOR PERMITS	JL	ML
47	11/15/00	ISSUED FOR PERMITS	JL	ML
48	11/15/00	ISSUED FOR PERMITS	JL	ML
49	11/15/00	ISSUED FOR PERMITS	JL	ML
50	11/15/00	ISSUED FOR PERMITS	JL	ML

REVISIONS

TOWN OF FLORENCE  
 WATER LINE AUGMENTATION  
 DETAIL SHEET

DATE: 11/15/00  
 DRAWN BY: JL  
 CHECKED BY: ML  
 PROJECT NO: 00-000-0000

11 of 13

**ADDENDUM #3**

**MANDATORY JOB SITE WALK - SIGN IN SHEET**

**PROJECT: CIP WU-83 12" WATERLINE PROJECT - PHASE 3**

**DATE: 5/16/2019**

**TIME: 10:00AM**

**FACILITATOR: CHRIS SALAS / TIMM WAINSCOTT**

**LOCATION: TOWN HALL**

Please print clearly - thank you.

	Last Name	First Name	Company	Email	Cell Phone
1	Williams	Mark	Accelerated Const. & Exc	ac@83842@tdnmail.com	520 820 4113
2	Gordon	Mark	Apache Undergr Oud	apachaunderground@studier.net	928 442 1055
3	Hill	Dalton	DWA Construction	Dalton@dwacnstruction.com	480 947 7370
4	CHRISTENSEN	NICK	STANDARD CONSTRUCTION	ESTIMATING@STANDARD.COM	602-377-0259
5	Lozano	Elorenio	KE & G	lgallejo@kegtus.com	520 488 0219
6	MILLS	MIKE	ELLISON MILLS CONTRACTING	mills@ellison-mills.com	920 251 1029
7	CHIONGBIAN	AJ	REDPOINT CONTRACTING	ESTIMATING@REDPOINTCONTRACTING.COM	602 792 0013
8	Thompson	Bret	B+F CONTRACTING	bthompson@bfccontracting.com	602-271-2961
9	Langt	Shaun	Sealed Asphalt	shaun@sealedasphalt.com	601-799-9242
10					
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20					



Town of Florence  
Public Works Department  
444 N. Warner Street  
Florence, AZ 85132  
(520) 868-7614  
[www.florenceaz.gov](http://www.florenceaz.gov)

**Solicitation CIP WU-83 12" Waterline Project – Phase 3B  
ADDENDUM #4  
Questions and Answers – BID TAB HAS BEEN REVISED  
May 23, 2019**

**#1 QUESTION:** Will ADOT require a permit? Who obtains? Who pays?

**ANSWER:** Yes, the Town will initiate the permit, once the contractor is chosen. The contractor will supply ADOT with information necessary including the Traffic Control Plan(s).

**#2 QUESTION:** What utilities on Butte Ave? Pot holes? 50" ADOT rule?

**ANSWER:** Town of Florence has water and sewer within Butte Ave. Contractor needs to call Blue Stake for additional utilities. Utilities must be potholed. The Town cannot confirm the requirement of milling the road 50' each side of the potholes. Please assume there will be no re-equipment for the mill. If milling of the ADOT asphalt is required, the Town will process a change order with the contractor.

**#3 QUESTION:** Will the Town provide a dump site? Asphalt? Fill?

**ANSWER:** No, contractor must dispose of materials such as asphalt, concrete. Town will provide a site for clean fill dirt.

**#4 QUESTION:** San Carlos was just resurfaced – is the Contractor allowed to place spoils on the street?

**ANSWER:** Yes. Spoils can be placed on street. The contractor must keep job site and street clean at all times.

**#5 QUESTION:** Square yard on pavement – San Carlos?

**ANSWER:** The bid tab is being revised to reflect just the standard 'T' top. Sheet C-11 will also be stricken in its entirety.

**#6 QUESTION:** "As-Builts" available?

**ANSWER:** No. We have GIS mapping of the location, the maps are not 100% accurate.

**#7 QUESTION:** 4' "T" top?

**ANSWER:** Please bid the project as the plans are prepared and details are shown. If there is a need to modify the detail as the project unfolds the Town will process a change order.

**#8 QUESTION:** Is back fill to be native or ABC?

**ANSWER:** Please bid the project as the plans are prepared and details are shown. If there is a need to modify the detail as the project unfolds the Town will process a change order.

**#9 QUESTION:** Proof rolling trenches?

**ANSWER:** Yes, all trenches will be proof rolled.

**#10 QUESTION:** Permits through Town? What is there a cost?

**ANSWER:** A no cost permit will be required for Town projects. Traffic control plans will be required at the time of the permit application.

**#11 QUESTION:** Is a hydrant hook up available? What costs are associated?

**ANSWER:** Yes. No cost to contractor.

**#12 QUESTION:** What is the Contractor to do with the old piping? Abandon in place?

**ANSWER:** Abandon in place. Areas where piping is removed will be disposed of by the contractor.

**#13 QUESTION:** What is the completion date? Liquidated damages?

**ANSWER:** Please refer to the bidding document for the completion date. Liquidated damages are covered in the bidding document

**#14 QUESTION:** What are there scoring qualifications?

**ANSWER:** There is no scoring criteria per se. Contractors will need to submit project references to establish that the contractor has performed similar work in scope and fee.

**#15 QUESTION:** Page 14 #11 – Does the Town want a full list of projects? Is CDBG experience a requirement?

**ANSWER:** While there is no minimum requirement, five to six relevant project is great. There is no need to send 20 or more similar projects. No, CDBG is not necessarily a requirement. If the contractor has CDBG that probably should be included in the list of projects.

**#16 QUESTION:** Will the Proposal checklist be updated with Addenda?

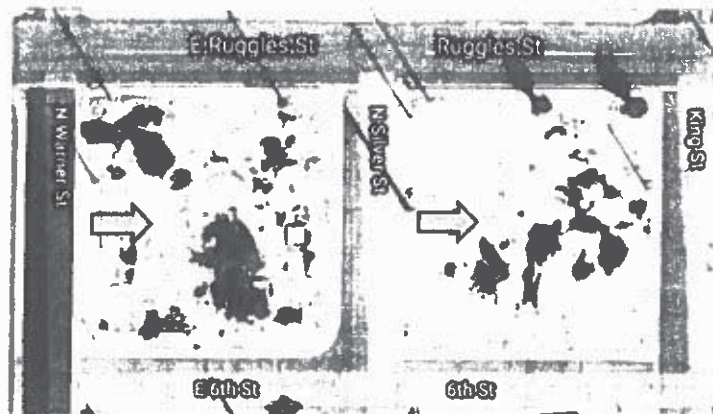
**ANSWER:** See attached.

**#17 QUESTION:** Is a 10% Bid Bond required?

**ANSWER:** Yes

**#18 QUESTION:** Will the Town provide a storage area for materials and equipment?

**ANSWER:** The Town has property that can be utilized for this. The contractor can also with private property owners to acquire storage area.



**#19 QUESTION:** How should the Contractor handle traffic control?

**ANSWER:** Provide T.C.P. to the Town of Florence. Contractor can contract traffic control out or handle in in-house.

**#20 QUESTION:** The starting point of the project stated in the Schedule of Work does not match the starting point shown on the plans.

**ANSWER:** The stationing on the original bid tab was incorrect. A new bid tab is being included as part of this addendum.

**#21 QUESTION:** The quantities shown on the Schedule of Work do not match what is shown on the plans.

**ANSWER:** A new bid tab is with correct quantities is being included as part of this addendum.

**#22 QUESTION:** The bid documents are calling for 5 million limit on the umbrella; generally, it is 2 million on the umbrella which we carry. Is the 5 million correct?

**ANSWER:** \$5 million is correct.

**PHASE 3B**

**Project Name:** Florence 12-inch Augmentation phase 3B      **Prepared by:** EER      **Date:** 5/23/2019  
**Project No.:** 486.05      **Checked by:** TMB      **Date:** 5/23/2019  
**Location:** Florence, Arizona      **Client:** City of Florence  
**Description:** System Upgrades

Item No.	Item Description	Unit	Quantity	Unit Price	Amount	Remarks
1	12-inch P.V.C. Pipe	LF	1,970		\$0	
2	12-inch D.I.P. Pipe	LF	60		\$0	
3	12-inch Gate Valve, B&C	LS	6		\$0	
4	6-inch D.I.P. Pipe	LF	177		\$0	Fire hydrant laterals
5	6-inch Gate Valve, B&C	LS	6		\$0	
6	1-inch Combination Air Release Valve	LS	2		\$0	Includes pipe, fittings, and and appurtances
7	Pipeline connections to existing system	EA	2		\$0	Includes fittings and valves
8	Fire Hydrant Removal	EA	3		\$0	
9	New Fire Hydrant	LS	6		\$0	Includes 6" DIP (riser pipe only)
10	Concrete Encased Sewer	EA	3		\$0	
11	Curb Replacement	LF	130		\$0	Assumes rolled or vertical curb to be replaced in 3 ft long sections
12	Sidewalk Replacement	SF	348		\$0	Assumes replacement of 4 ft x 3 ft at each crossing
13	Concrete Valley Gutter Replacement	LF	30		\$0	Assumes replaced in 10ft increments, 2ft wide
14	Asphalt Patch	SY	1,250		\$0	Assumes 4.5-ft trench width
15	Butte Ave. Jack and Bore	LF	103		\$0	
16	Service Tie Overs	EA	20		\$0	
17	Abandonment of Existing 4-inch	LS	1		\$0	
18	Traffic Control	LS	1		\$0	
19	Abandonment of Existing 4-inch	LS	1		\$0	
20	4" Tie-Over @ Duron	LS	1		\$0	Includes valves and fittings
	<b>Subtotal</b>				<b>\$0</b>	



**Phase 3B CIP WU-83 12" Waterline Project CDBG  
PROPOSAL CHECK LIST**

- Bid Proposal Form
- Bid Bond, Certified Check or Cashier's Check
- Contractor's Qualification Statement with Supporting Documents
  - List of Most Representative Projects (Davis-Bacon identified)
  - Identification of Project Team and Crew Make-up
  - Resumes of Key Personnel
  - List of Current Major Project Commitments
  - Financial Statements
  - Credit References
- Sub-contractor and Material Suppliers List
- Timeframe for project completion
- LS-2 – Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements
- Certifications
- Addendum 1a – 1e
- Addendum 2 Design Set
- Addendum 3 Pre-Bid Sign-In
- Addendum 4 Questions & Answers --- NEW BID TAB



Town of Florence  
Public Works Department  
444 N. Warner Street  
Florence, AZ 85132  
(520) 868-7614  
[www.florenceaz.gov](http://www.florenceaz.gov)

**Solicitation CIP WU-83 12" Waterline Project – Phase 3B**  
**ADDENDUM #5**  
**Questions and Answers**  
**May 24, 2019**

**QUESTION:** Is the contractor limited to "Made in America" materials?

**ANSWER:** The Town has confirmed with HUD, "There is no Buy American requirement for CDBG funded activities."

# CONSTRUCTION CONTRACT

## CONTRACT AGREEMENT

THIS AGREEMENT, entered into this 17 day of June, 2019, by and between the TOWN OF FLORENCE, County of Pinal, State of Arizona (hereinafter called the "TOWN") acting herein by the Mayor of the Town of Florence, hereunto duly authorized, and Ellison Mills Contracting, LLC (hereinafter called the "CONTRACTOR") acting herein \_\_\_\_\_ hereunto authorized.

WITNESSETH THAT:

The TOWN desires to engage the CONTRACTOR to render construction services for the Florence 12-inch Water Line Augmentation Phase 3B, Contract #126-19.

NOW, THEREFORE the parties do mutually agree as follows:

### 1. Work

CONTRACTOR shall complete all work as specified or indicated in the contract documents. The work is generally described as follows:

Replace approximately 2,000 LF of 6-inch water line with 12-inch PVC and DIP pipe. Install connections to existing system. Install valves, fire hydrants, tapping sleeves, and concrete encased sewer. Replace curb, sidewalk, asphalt, and customer service lines as necessary.

### 2. Access to Information

It is agreed that all information, data reports, records and plans as are existing, available and necessary for carrying out of the work outlined above have been furnished to the CONTRACTOR by the TOWN and its agencies. CONTRACTOR hereby acknowledges receipt of same. No charge will be made to the CONTRACTOR for such information and the TOWN and its agencies will cooperate with the CONTRACTOR in every way possible to facilitate the performance of the work described in addendum.

### 3. Project Manager - Administration

The TOWN is designated as project manager. The project manager shall be empowered to perform all administrative functions as required for management of the project and verification of compliance with Arizona Department of Housing (ADOH) requirements.

#### 4. Contract Times

The work will be completed and ready for final payment within one hundred twenty (120) calendar days of the date in the Notice to Proceed.

#### 5. Liquidated Damages

TOWN and CONTRACTOR recognize that time is of the essence of this Agreement and that the TOWN will suffer financial loss if the work is not completed within the time specified. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by the TOWN if the work is not completed on time. Accordingly, instead of requiring any such proof, the TOWN and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay the TOWN \$500.00 for each day that expires after the time specified for final completion until the work is complete and ready for final payment.

#### 6. Compensation and Method of Payment

The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed: [\$ 456,696.39]. Originals of the Applications for Payment are to be submitted no later than the first day of the month to:

**Town of Florence**  
**Attention: Finance**  
**P. O. Box 2670**  
**Florence, AZ 85132**

Additionally, no later than the first day of the month, a copy of the Application for Payment is to be emailed to: Timm Wainscott, PROJECT MANAGER, Town of Florence at [timwainscott@florenceaz.gov](mailto:timwainscott@florenceaz.gov); and Jennifer Evans, Management Analyst, Town of Florence at [jennifer.evans@florenceaz.gov](mailto:jennifer.evans@florenceaz.gov). On a weekly basis, the PROJECT MANAGER shall verify compliant completion of all necessary documentation required by ADOH, including but not limited to, federal Labor Standards/Davis-Bacon.

The TOWN and CONTRACTOR mutually agree that the TOWN will make a progress payment based on a duly certified and approved (by a duly authorized representative of the TOWN) estimate of the work covered by the corresponding Application for Payment, subject to those conditions stipulated below and in other parts of the contract documents.

The TOWN will make payments in the amount equal to ninety percent (90%) of work completed (i.e. TOWN will retain ten percent (10%) of each estimate as additional guarantee for complete performance of the work), less the aggregate of payments previously made and

less such deductions as TOWN determines are appropriate to cover claims requiring a greater sum to be retained.

Except as qualified above, upon final completion and acceptance of the work or designated part of the work on which separate final completion and acceptance and contract price are specified and upon compliance with other terms and conditions of the contract documents, payment may be made in full, including retainage withheld less such deductions as he TOWN may withhold to cover claims requiring a greater sum to be retained and liquidated damages.

The TOWN may deduct from each progress payment and final payment an amount equal to the TOWN's estimate of the liquidated damages then due or that would become due based on the TOWN's estimate of late completion of the work if CONTRACTOR fails to submit and implement a written schedule recovery plan describing the cause of schedule slippage or delayed progress and the actions proposed to recover schedule.

## **7. Indemnification**

CONTRACTOR shall comply with the requirements of all applicable laws, rules and regulations and shall exonerate, indemnify and hold harmless the TOWN and its agency members and the ADOH from and for any violation caused by him and shall assume full responsibility for payment of federal, state and local taxes on contributions imposed or required under the Social Security, workmen's compensation and income tax laws.

## **8. Miscellaneous Provisions**

- a. This Agreement shall be construed under and in accordance with the laws of the State of Arizona and all obligations of the parties created hereunder are performable in Pinal County, Arizona.
- b. This Agreement shall be binding upon and ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. In any case one (1) or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable said holding shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

- e. This Agreement may be amended only by mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

## **9. Project Familiarity and Identification of Conflicts**

In order to induce the TOWN to enter into this Agreement, CONTRACTOR makes the following representation:

- a. CONTRACTOR has familiarized himself/herself with the nature and extent of the contract documents, work, site, locality and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.
- b. CONTRACTOR has given the TOWN a written notice of all conflicts, errors or discrepancies discovered in the contract documents and the written resolution thereof by the TOWN is acceptable to the CONTRACTOR.
- c. CONTRACTOR has examined and carefully studied the contract documents and other related data identified in the bidding documents including "technical data".
- d. CONTRACTOR is familiar with and satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the work.

## **10. Insurance**

Certificate(s) of Insurance naming the TOWN as co-insured verifying the minimum coverages as listed below shall be delivered as specified in the Notice of Award prior to issuance of the Notice to Proceed:

### ***COMPLETE THE FOLLOWING INSURANCE REQUIREMENTS AFTER CONSULTATION WITH LEGAL COUNSEL.***

- Workers' Compensation (statutory)
- Protective Bodily Injury
- Personal Property
- Automobile Bodily Injury and Property Damage

## **11. Timely Submission of Labor Standard Forms**

All forms necessary for compliance with the Davis-Bacon Wage Act shall be delivered to the TOWN prior to issuance of the Notice to Proceed and on a weekly basis during construction.

## **12. Contract Documents**

The contract documents which comprise the entire agreement between the TOWN and the CONTRACTOR concerning the work consist of the following:

1. This Agreement
2. Exhibit A: Terms & Conditions
3. Certifications
4. Performance, Payment and other Bonds
5. Notice to Proceed
6. General Conditions and Supplementary Conditions
7. Specifications and drawings incorporated in the bidding documents
8. Bidding documents including addenda acknowledged in CONTRACTOR bid.

**13. Terms and Conditions**

This Agreement is subject to the provisions entitled "Terms and Conditions" attached hereto and incorporated by reference herein as Exhibit A. This Addendum shall be interpreted as if Exhibit A were printed in full herein.

**14. Certifications**

This Agreement is subject to the provisions entitled "Certifications" which were submitted by the CONTRACTOR in the bid dated May 30, **2019** and are incorporated by reference herein and shall be interpreted as if the Certifications were printed in full herein.

IN WITNESSETH HEREOF, the parties have hereunto set their hands and seals.

Approved as to Form:

TOWN OF FLORENCE

\_\_\_\_\_  
Clifford L. Mattice, Town Attorney

\_\_\_\_\_  
Tara Walter, Mayor

ATTEST:

CONTRACTOR:

\_\_\_\_\_  
Lisa Garcia, Town Clerk

\_\_\_\_\_  
President

## EXHIBIT A: TERMS AND CONDITIONS

### 1. Termination of Contract

- a. If, for any reason, the CONTRACTOR shall fail to fulfill in a timely and proper manner his/her obligations under this contract or if the CONTRACTOR shall violate any of the covenants, agreements or stipulations of this contract, the TOWN shall thereupon have the right to terminate the contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof. In such event, all finished or unfinished site or structural improvements, as well as all materials or equipment acquired or stored by the CONTRACTOR under this contract shall, at the option of the TOWN, become TOWN'S property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the TOWN for damages sustained by the TOWN by virtue of any breach of the contract by the CONTRACTOR and the TOWN may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the TOWN from the CONTRACTOR is determined.

- b. The TOWN may terminate this contract at any time **by giving at least ten (10) days** written notice to the CONTRACTOR. If the contract is terminated by the TOWN as provided herein, the CONTRACTOR will be paid as provided in this Addendum for the time expended and expenses incurred up to the termination date. If this contract is terminated due to the fault of the CONTRACTOR, Paragraph 1.a hereof relative to termination shall apply.
- c. This contract may be terminated per A.R.S. §38-511, Conflict of Interest.

### 2. Sanction, Penalties and Debarment

A breach of the contract provisions concerning violations of federal labor standards may be grounds for termination of the contract and result in sanctions, penalties including liquidated damages and/or debarment of the contractor.

### 3. Changes

The TOWN may request changes in the scope of the services of the CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONTRACTOR'S compensation, which are mutually agreed upon by and between the TOWN and the CONTRACTOR, shall be incorporated in written amendments to this contract.



#### **4. Personnel**

- a. The CONTRACTOR represents that he/she has, or will secure at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the TOWN.
- b. All of the services required hereunder will be performed by the CONTRACTOR or under his/her supervision and all personnel engaged in the work shall be fully qualified, authorized and permitted for such work under state and local law to perform such services.
- c. None of the work or services covered by this contract shall be sub-contracted without the prior written approval of the TOWN. Any work or services sub-contracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

#### **5. Assignability**

The CONTRACTOR shall not assign any interest on this contract and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the TOWN thereto: provided, however, that claims for money by the CONTRACTOR from the TOWN under this contract may be assigned to a bank, trust company or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the TOWN.

#### **6. Reports and Information**

The CONTRACTOR, at such times and in such forms as the TOWN may require, shall furnish the TOWN such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith and any other matters covered by this contract.

#### **7. Records Maintenance and Retention**

The CONTRACTOR shall maintain accounts and records including personnel, property and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the TOWN to assure proper accounting for all project funds, both federal and non-federal shares. These records will be retained for at least three (3) years following the grant contract closeout between ADOH and U.S. Department of Housing and Urban Development (HUD) unless permission to destroy them is granted in writing by the TOWN.

#### **8. Findings Confidential**

All of the reports, information, data, etc., prepared or assembled by the CONTRACTOR under this contract are confidential and the CONTRACTOR agrees that they shall not be

made available to any individual or organization without the prior written approval of the TOWN, ADOH or HUD.

## **9. Copyright**

No report, plan, drawing or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the CONTRACTOR.

## **10. Compliance with Local Laws**

The CONTRACTOR shall comply with all applicable laws, ordinances and codes of the state and local governments and the CONTRACTOR shall save the TOWN harmless with respect to any damages arising from any tort done by the CONTRACTOR or representatives in performing any of the work embraced by this contract.

## **11. Section 3 Compliance with the Provision of Training, Employment and Business Opportunities**

- a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The CONTRACTOR agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONTRACTOR'S commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference shall set forth minimum number and job titles subject to hire; availability of apprenticeship and training positions; the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The CONTRACTOR agrees to include this Section 3 clause in every sub-contract subject to compliance with regulations in 24 CFR part 135 and agrees to take appropriate action, as provided in an applicable provision of the sub-contractor in this Section 3 clause, upon a finding that the sub-contractor is in violation of the regulations in 24 CFR part 135. The

contractor will not sub-contract with any sub-contractor where the CONTRACTOR has notice or knowledge that the sub-contractor has been found in violation of the regulations in 24 CFR part 135.

- e. The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled: 1) after the CONTRACTOR is selected but before the contract is executed; and 2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: 1) preference and opportunities for training and employment shall be given to Indians; and 2) preference in the award of contracts and sub-contracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible but not in derogation of compliance with Section 7(b).

## **12. CONTRACTOR will comply with the requirements of the 2010 ADA Standards for Accessible Design.**

## **13. Interest of Members of a TOWN Governing Body**

No member of the governing body of the TOWN and no other officer, employee or agent of the TOWN who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct, or indirect, in this contract and the CONTRACTOR shall take appropriate steps to assure compliance.

## **14. Interest of Other Local Public Officials**

No member of the governing body of the locality and no other public official of such locality who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract and the CONTRACTOR shall take appropriate steps to assure compliance.

## **15. Interest of CONTRACTOR and Employees**

The CONTRACTOR covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which

would conflict in any manner or degree with the performance of his/her services hereunder. The CONTRACTOR further covenants that no person having any such interest shall be employed in the performance of this contract.

#### **16. Access for Persons with Disabilities**

In performing all construction CONTRACTOR agrees to comply with the 2010 ADA Standards for Accessible Design. CONTRACTOR represents that he understands said standard specifications and same are incorporated herein by this reference.

#### **17. Clean Air Act, Clean Water Act**

The CONTRACTOR shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and EPA regulations which prohibit the use of non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The provision requires reporting of violations to the USEPA Assistant Administrator for Enforcement.

#### **18. Mandatory Standards and Policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.**

#### **19. Federal Labor Standards Provisions**

This agreement is subject to the Federal Labor Standards Provisions, Davis-Bacon Act of 1931, contract Work Hours and Safety Standards Act of 1962, Copeland Act of 1934 and the Fair Labor Standards Act of 1939.

The CONTRACTOR agrees to comply with the Federal Labor Standards Provisions (HUD Form 4010) which is incorporated by reference herein. The CONTRACTOR shall supply information to the TOWN as necessary for monitoring of compliance to include, but not be limited to, submission of Labor Standard Forms included in the bid package, on-site inspections, investigations and/or enforcement by the TOWN. The CONTRACTOR agrees to comply with Wage Rate Determination included in the bid package and incorporated by reference.

**THIS PROJECT IS IN WHOLE OR IN PART FEDERALLY FUNDED AND THE SUCCESSFUL BIDDER WILL BE REQUIRED TO ADHERE TO FEDERAL LABOR STANDARD/DAVIS-BACON PROVISIONS.**

TOWN will monitor compliance with such provisions and standards on behalf of the Town of Florence. The successful bidder will be required to complete the following forms in order to comply. A brief explanation of the form and when the form is to be submitted to TOWN is

listed below. Should you have any questions concerning Federal Labor Standards or the forms to be submitted, please feel free to call TOWN, Jennifer Evans, Management Analyst, at phone number: (520) 868-7549; or e-mail: Jennifer.evans@florencaz.gov.

**LS2 Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements**

A separate form is to be completed by the contractor and **submitted as a part of the bid package.**

**LS3 Sub-contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements**

This form is to be completed by **each** subcontractor and **submitted to TOWN within ten (10) days of execution of the subcontract and a minimum of seven (7) days prior to the date the subcontractor is scheduled to start work on site.**

**LS4 Weekly Payroll Report**

This form is to be completed by **each** contractor and sub-contractor weekly for the contract duration. **Forms must be complete, correctly signed and submitted to TOWN within seven (7) days of the end of the work week.**

Weekly Payroll Reports will be verified by TOWN and ADOH to confirm payment of the required wages. The Weekly Payroll Reports must include all employees who have worked on the job site, including persons exempt from Davis-Bacon and Related Acts wage rate. Exempt persons are:

- a. Business Owners: This person must be listed in Section 5C of the LS2 or LS3 as an owner, partner or principal, owning at least a bona fide twenty percent (20%) equity interest in the business and must also be able to document the business via a tax ID number. This person must also be actively engaged in the business's management and must not meet the Davis-Bacon definition of a "laborer or mechanic". Relatives of the owner who are not listed in Section 5C must be paid Davis-Bacon and Related Acts wages. A sub-contractor who cannot document that the business is bona fide must be listed as an employee on the prime contractor's Weekly Payroll Report.
- b. Apprentices: The contractor/sub-contractor must provide written evidence of the registration of the program with the DOL Employment and Training Administration (ETA), Office of Apprenticeship Training, Employer and Labor Services (OA) or a state apprenticeship agency recognized by the ETA/OA. For additional information concerning apprentices, please call TOWN.

- c. Youth Employment: These individuals must be employed in a bona fide summer youth employment or opportunity program. For additional information concerning youth employment, please call TOWN.
- d. Other: On-site but non-construction (non-hands on) superintendents, inspectors, engineers, watch persons, water carriers, messengers, clerical workers and working foremen who devote less than twenty percent (20%) of their time to construction work are exempt. If a foreman devotes more than twenty percent (20%) of his/her time to mechanic or laborer duties, they must be paid the applicable wage rate(s) for all hours worked.

**LS5 Statement of Compliance**

This form is the certification for the Payroll Form LS-4. A separate form is to be completed by **each** contractor and subcontractor weekly for the duration of the contract. **Forms must be complete and correct, signed by the appropriate person, and submitted to TOWN WITH THE LS-4 within seven (7) days of the end of the work week.**

The LS-5 must list all deductions indicated on the LS-4 and must indicate whether the fringes were paid in cash or to an approved fringe benefit plan. The LS-5 must be signed in ink by the owner or officer as listed on the LS-2 or LS-3 or by an employee designated in writing by the owner/officer as authorized to sign.

**LS7 Notice to All Employees**

This notice must be **posted** on the job site prior to the start of construction and must **remain posted** during construction.

**LS15 Authorization for Deductions**

This form is to be completed by **each** contractor and sub-contractor and is to be **submitted to TOWN one (1) week prior to the first payroll.** Please note that each employee who authorizes payroll deductions for items other than standard state and federal taxes must sign the form.

The following information or action is also required in order to comply with Federal Labor Standards.

**Verification of Fringe Benefit Plan**

**If fringe benefits are not paid in cash, each contractor and sub-contractor must submit verification of each fringe benefit plan at least one (1) week prior to the first payroll** by submitting the following information:

- a. A copy of the most recent remittance statement from the company holding the fringe benefit plan such as a bank, union, etc. The remittance statement must verify the employees covered by the plan and the amount paid into the plan for each employee by the contractor or subcontractor.

OR

- b. A letter addressed to TOWN from each bank, union, etc. holding the fringe benefit plan. The letter must verify which employees are covered by the plan and the amount paid into the plan for each employee by the contractor or sub-contractor.

### **Pre-construction Conference**

The purpose of the pre-construction conference is to provide a forum for TOWN, architect, contractor and sub-contractors to discuss the technical nature of the construction project and all of the compliance requirements of the contract.

CONTRACTOR and sub-contractor representatives shall attend. It is very important that the person preparing the Weekly Payroll Sheets attend this conference as well.

### **Notice Provisions**

The Federal Labor Standards Provisions as well as the General Wage Decision included in this bid package must be posted on site during construction as well as the Equal Opportunity Employment/Non-Discrimination Notice. All postings shall be clearly visible and easily accessible to employees.

During construction, TOWN will monitor compliance with the federal Labor Standards/Davis-Bacon. This monitoring shall include, but not be limited to, contractor and sub-contractor employee interviews, on-site inspections, review of the weekly payroll, etc., as required. Copies of the LS forms to be completed during monitoring are available from TOWN.

Recipient: \_\_\_\_\_ Contract No.: \_\_\_\_\_  
Activity No.: \_\_\_\_\_ Activity Name: \_\_\_\_\_

**THIS PROJECT IS IN WHOLE OR IN PART FEDERALLY FUNDED AND THE SUCCESSFUL BIDDER WILL BE REQUIRED TO ADHERE TO SECTION 3 PROVISIONS**

The Town of Florence will monitor compliance with Section 3 provisions and standards. The successful bidder will be required to complete the following forms in order to comply. A brief explanation of the form and when the form is to be submitted to the Town is listed below. Should you have any questions concerning Section 3 or the forms to be submitted, please feel free to contact Town of Florence, Jennifer Evans at phone number 520-868-7549; or email: [Jennifer.evans@florenceaz.gov](mailto:Jennifer.evans@florenceaz.gov).

**S3B-1 Section 3 Assurance** (1 page)

This form is to be completed by the contractor and **submitted as a part of the bid package or within three (3) days of contract award.** Completion of this form provides assurance that the contractor will comply with Section 3 requirements.

**S3B-2 Estimated Project Work Force Breakdown** (1 page)

This form is to be completed by the contractor and **submitted as a part of the bid package or within three (3) days of contract award.** This form identifies additional positions needed to complete the Section 3 covered project.

**S3B-3 Section 3 Business Self-Certification** (1 page)

This form is to be completed by the contractor if applicable, and **submitted as a part of the bid package or within three (3) days of contract award.** The bidder completes this form to qualify as a Section 3 business concern.



Recipient: \_\_\_\_\_ Contract No.: \_\_\_\_\_  
Activity No.: \_\_\_\_\_ Activity Name: \_\_\_\_\_

**THIS DOCUMENT IS TO BE SUBMITTED BY THE BIDDER WITH THE BID DOCUMENTS  
OR WITHIN THREE (3) DAYS OF CONTRACT AWARD**

### **SECTION 3 ASSURANCE**

1. I, the undersigned, \_\_\_\_\_, as official representative of \_\_\_\_\_  
(printed name) (contractor)  
agree to comply with Section 3 requirements, to include recordkeeping and reporting, for  
the \_\_\_\_\_. It is understood that failure to comply may result in the following  
(project)  
sanctions: cancellation, termination or suspension of this contract in whole or in part.

2. Prime Contractor

- a. The number of positions needed in this project: \_\_\_\_\_  
Details of occupational categories provided in Attachment A \_\_\_\_\_ (yes)
- b. The number of these positions to be filled by regular, permanent employees: \_\_\_\_\_
- c. The number of positions projected to be filled by low income area residents: \_\_\_\_\_  
Details of occupational categories provided in Attachment A \_\_\_\_\_ (yes)

3. Sub-contractors/Vendors

- a. The number of sub-contractors projected to be utilized for this project: \_\_\_\_\_
- b. The number of sub-contractors projected to be Section 3 businesses: \_\_\_\_\_
- c. The number of businesses/suppliers projected to be utilized: \_\_\_\_\_  
Dollar amount: \$ \_\_\_\_\_
- d. The number of businesses/suppliers projected to be Section 3 businesses/suppliers:  
\_\_\_\_\_ Dollar amount: \$ \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

Recipient: \_\_\_\_\_ Contract No.: \_\_\_\_\_  
 Activity No.: \_\_\_\_\_ Activity Name: \_\_\_\_\_

**THIS DOCUMENT IS TO BE SUBMITTED BY THE BIDDER WITH THE BID DOCUMENTS  
 OR WITHIN THREE (3) DAYS OF CONTRACT AWARD**

**Attachment A  
 Section 3  
 ESTIMATED PROJECT WORK FORCE BREAKDOWN**

1.	2.	3.	4.	5.	6.
Job Category	Total Estimated Positions Needed for Project	# of Positions Occupied by Permanent Employees	# of Positions Not Occupied	# of Positions to be Filled with Section 3 Residents	Approximate Hiring Date
Supervisor					
Professional					
Technical					
Office/Clerical					
Others					
TRADE:					
Journeyman					
Apprentices					
Trainees					
Others					
TRADE:					
Journeyman					
Apprentices					
Trainees					
Others					
<b>TOTALS</b>					

**Section 3 Resident**

Individual residing within the Section 3 Area whose family income does not exceed eight percent (80%) of the median income in the Metropolitan Statistical Area or the county if not within a MSA in which the Section 3 covered project is located. See attached income schedule.

\_\_\_\_\_  
 Person Completing Form / Date

\_\_\_\_\_  
 Company

\_\_\_\_\_  
 Project Name / Number

\_\_\_\_\_  
 Company Address

\_\_\_\_\_  
 Telephone Number / E-mail

**S3B-2 (04/2016)**

Recipient: \_\_\_\_\_ Contract No.: \_\_\_\_\_  
Activity No.: \_\_\_\_\_ Activity Name: \_\_\_\_\_

**THIS DOCUMENT IS TO BE SUBMITTED BY THE BIDDER WITH THE BID DOCUMENTS  
OR WITHIN THREE (3) DAYS OF CONTRACT AWARD, IF APPLICABLE**

**SECTION 3 BUSINESS SELF-CERTIFICATION  
A. Basis for Self-Certification**

The \_\_\_\_\_, located at \_\_\_\_\_  
(name of business) (address)

hereby certifies that it is a Section 3 business, as defined by HUD, on the basis of the following:

**(Check all applicable)**

- 1) \_\_\_\_\_ Fifty-one percent (51%) or more ownership by Section 3 residents;
- 2) \_\_\_\_\_ At least thirty percent (30%) of the current permanent, full-time employees are Section 3 residents or were Section 3 residents at the time they were hired (within the past three (3) years);
- 3) \_\_\_\_\_ Is committed to sub-contracting more than twenty-five percent (25%) of the total dollars awarded by [ *recipient* ] to business concerns that meet the qualifications indicated in 1) or 2) above.

**B. Certifications**

I, the undersigned, hereby certify that:

- 1) I have the legal authority to make these certifications on behalf of \_\_\_\_\_;  
(name of business)
- 2) Documentation exists to verify the basis for the Self-Certification indicated in A. above;
- 3) This documentation will be made available to the recipient, the State of Arizona Department of Housing, HUD or its designated representatives, during normal business hours, upon request;
- 4) This documentation will be maintained for at least five (5) years after completion of the requirements of the contract provided by the recipient;
- 5) The information provided in A. above is true and accurate to the best of my knowledge; and
- 6) I am aware that both I and the business identified above, are liable to civil and criminal penalties for willful falsification of any of the information provided in this document.

\_\_\_\_\_  
Signature

Date

\_\_\_\_\_  
Printed Name

Title

**S3B-3 (04/2016)**

**Applicability**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (I) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(II) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(III) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(IV) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (I) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(II) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

**(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

**(1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(II)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(III) The contractor or subcontractor shall make the records required under subparagraph A.3.(I) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(I) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(II) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(III) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (I) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(II)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(III)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

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**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

**(3)** The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.



# EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

## FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

### PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

### OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

### ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

### APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

### PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



For additional information:

**1-866-4-USWAGE**

(1-866-487-9243) TTY: 1-877-889-5627



**WWW.WAGEHOUR.DOL.GOV**

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division

WH 1321 (Revised April 2009)

**LS-3: SUB-CONTRACTOR'S CERTIFICATION  
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

1. I, the undersigned, having submitted a bid or having executed a contract with:  
(contractor or sub-contractor):

\_\_\_\_\_

for (name of project):

\_\_\_\_\_

for (nature of work):

\_\_\_\_\_

in the amount of \$\_\_\_\_\_ certify that:

- a. The Labor Standards Provisions (HUD 4010) are included in the aforementioned contract or bid;
- b. Wage Decision # \_\_\_\_\_; Modification # \_\_\_\_\_ are included in the aforementioned contract or bid.

2. I hereby certify that:

- a. To the best of my knowledge, neither I nor any firm, partnership or association in which I have a substantial interest, is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR. Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)].
- b. No part of the aforementioned contract has been or will be sub-contracted to any sub-contractor, if such sub-contractor or firm, corporation, partnership or association in which such sub-contractor has a substantial interest is, to the best of my knowledge, designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. Further, I certify that:

- a. The demographic and business information of the undersigned are:

<b>Contractor Information</b>									
Amount of Contract	Type of Trade Code*	Racial Code*	Hispanic (Y/N)	Women Owned (Y/N)	IRS Tax ID #	DUNS #	Section 3 (Y/N)	Construction Firm Name Address, City, State, Zip	AZ License #
\$									



- e. The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are: (indicate if NONE)

**NAME**

**ADDRESS**

**TRADE CLASSIFICATION**

4. I hereby certify that I have the legal authority to complete and submit this document on behalf of:

a. Name of Contractor:

\_\_\_\_\_

b. Signature (**in ink**):

\_\_\_\_\_

c. Typed or Printed Name:

\_\_\_\_\_

d. Title: \_\_\_\_\_

e. Date: \_\_\_\_\_

**WARNING:** U.S. Criminal Code, Section 1010, Title 18, U.S.C. provides in part:  
“Whoever...makes, passes, utters or publishes any statement, knowing the same to be false...shall be fined under this title or imprisoned not more than two (2) years, or both.”







FORM LS-9 RECORD OF EMPLOYEE INTERVIEW

Grantee: CDBG Contract No: Activity Name: Activity No:

Sensitive Information: The information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative and physical safeguards to ensure their security and confidentiality. The information collected herein is voluntary, and any information provided shall be kept confidential.

A. TO BE COMPLETED PRIOR TO INTERVIEW

- 1. a. Contractor: b. Subcontractor: 2. Observe employee at work. Describe the duties you saw him/her engaged in and the tools used: 3. Date:

B. INTERVIEW

- 1a. Your name: 1b. Verification of identification: Yes No 2. Your phone number, home address, to include zip code, and mailing address if different: 3. The last day you worked on this project (by day & date) PRIOR to today: 4. The number of hours you worked on that day: 5. Your job classification (list all or indicate if unknown): 6. Your hourly rate of pay (indicate also if paid in more than one classification or if unknown): 7. a. Do you receive your fringe benefits in cash or are you covered by a fringe benefit plan? Cash Fringe Benefit Plan Unknown b. If received in cash, amount per hour: c. If a plan, type of benefits received? (Check all that apply) Vacation Medical Pension Other: 8. Are you an apprentice, trainee or in a HUD approved Step Up Program? Yes (Name of program: ) No

Describe your job duties and the tools and equipment you use:

- 10. a. Have you worked any overtime on this project (more than 40 hours per week)? Yes No b. If yes, have you been paid at least time and a half for all such hours? Yes No (Explain: )

11. Have you ever been threatened, intimidated or coerced into giving up any of your pay?  
 Yes       No (Explain: \_\_\_\_\_)

12. Do you know that you are working on a federally-funded project and that you are to be paid wages set by DOL (Davis Bacon wages)?  Yes  No

13. Do you know where the Wage Rate Decision for this project is posted?

Yes (Have you ever looked at it?  Yes  No)

No

Comments: \_\_\_\_\_

14. Do you know where the Notice to Employees is posted?

Yes (Have you ever looked at it?  Yes  No)

No

Comments: \_\_\_\_\_

15. Do you know where the non-discrimination poster is posted?

Yes (Have you ever looked at it?  Yes  No)

No

Comments: \_\_\_\_\_

16. Have you ever been discriminated against in this project due to race, gender, age, ethnicity or disability?

Yes (Explain: \_\_\_\_\_)

No

*NOTE: If the employee does not know where the Wage Rate Decision, Notice to Employees or Non-Discrimination information is posted, the interviewer should inform the person of the location(s) and urge them to look at all the documents!!*

17. Are there any unsafe, hazardous, or dangerous conditions not normal to the job that you have been exposed to or are aware of in this project?

Yes (Explain: \_\_\_\_\_)

No

18. **Remarks** should include whether observed duties and tools used were the same as those described by the employee during the interview (use additional pages if necessary): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

19. \_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

20. \_\_\_\_\_  
Printed Name of Interviewer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**C. POST INTERVIEW AND PAYROLL EXAMINATION**

1. Does the Payroll (LS-4) indicate that the employee worked on the date and the number of hours s/he indicated in B.3. and 4. above on the day *prior* to the interview?

Yes  No

Comments: \_\_\_\_\_

2. Does the LS-4 indicate that the employee worked on the *date* of the interview?

Yes  No

Comments: \_\_\_\_\_

3. Does the LS-4 indicate that the employee's job classification is the same as that indicated by the employee in B.5. above?

Yes  No

Comments: \_\_\_\_\_

4. Does the Payroll indicate that the employee received the wages as s/he stated in B.6. above?

Yes  No

Comments: \_\_\_\_\_

5. Does the LS-4/5 indicate that the employee received the fringe benefits in the amount and as stated in B.7. above?

Yes  No

Comments: \_\_\_\_\_

6. Do the wages/fringes agree with the WRD in the contract (to include modifications)?

Yes  No

Comments: \_\_\_\_\_

WRD number (including modifications): \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Payroll Examiner

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

---

**LS-10 - ON-SITE INSPECTION REPORT COMPLETED AND ATTACHED?**

Yes  No

---



FORMULARIO LS-9 HISTORIAL DE ENTREVISTA DEL EMPLEADO

Table with 2 columns: Grantee, Activity Name, CDBG Contract No, Activity No.

Información Confidencial: La información recopilada este formulario es considerada confidencial y está protegida por la Ley de Privacidad.

A. COMPLETE ANTES DE LA ENTREVISTA

- 1. a. El contratista: b. El subcontratista:
2. Observe al empleado en el trabajo. Describa los deberes observados y las herramientas usadas:
3. Fecha:

B. ENTREVISTA

- 1. a. Su nombre: b. Verificación de identificación? Sí No
2. Su número de teléfono, dirección residencial y código postal (y dirección el enviar si es diferente):
3. ¿Último día usted trabajó en este proyecto (por día y la fecha) antes de hoy?:
4. El número de horas que usted trabajó en ese día:
5. Clasificación(es) de su trabajo(s) (enumere todas o note si no sabe):
6. Su salario por hora (indique también si está pagado en más de una clasificación o si no sabe?):
7. a. Ud. recibe sus beneficios complementarios en efectivo o es usted está bajo un plan de los beneficios complementarios?:
Efectivo Plan de Beneficios complementarios No sabe
b. Si está recibido en efectivo, cuánto por hora?:
c. Si un plan, ¿Cuáles tipos de beneficios recibe?
Vacaciones Médicos Pensión Otro:
8. ¿Es usted aprendiz?
Sí (Nombre del programa):
No
9. Describa sus deberes del trabajo y las herramientas o el equipo que usted utiliza:
10. a. ¿Usted ha trabajado tiempo suplementario en este proyecto (más de 40 horas por semana)?
Sí No
b. ¿Le paga al menos tiempo y medio por todas las horas trabajadas superior a 40 horas semanales?
Sí No

11. ¿Alguna vez ha sido amenazado, intimidado, o coercionado a entregar parte de su paga?

Sí (Explique: \_\_\_\_\_)

No

12. ¿Sabe que ud. está trabajando en un proyecto financiado por asistencia federal y que debe ser pagado los salarios fijados por DOL (salarios de Davis Bacon)?  Sí  No

13. ¿Usted sabe en dónde se fija la Decisión de Salarios Davis Bacon para este proyecto?

Sí (¿Ud. lo ha mirado?  Sí  No)

No

Comentarios: \_\_\_\_\_

14. ¿Usted sabe en dónde se fija el Aviso a los Empleados?

Sí (¿Ud. lo ha mirado?  Sí  No)

No

Comentarios: \_\_\_\_\_

15. a. ¿Usted sabe en dónde se fija el cartel de no discriminación?

Sí (¿Ud. lo ha mirado?  Sí  No)

No

Comentarios: \_\_\_\_\_

16. ¿Alguna vez se le ha discriminado en este proyecto debido a la raza, sexo, edad, etnicidad o incapacidad?

Sí (Explique: \_\_\_\_\_)

No

*Nota: ¡Si el empleado no sabe en dónde se encuentran el WRD, el Aviso a los Empleados, o el cartel de No*

*Discriminación, el entrevistador debería mostrárselos e instarle mirar todos los documentos!*

17. ¿Se ha enterado de o es ud. expuesto a condiciones inseguras o peligrosas en este proyecto que no encuentran normalmente en este tipo de trabajo?

Sí (Explique: \_\_\_\_\_)

No

18. Tus comentarios deben incluir si los deberes observados y las herramientas usadas son iguales que éstos descritos por el empleado durante la entrevista: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

19. \_\_\_\_\_

Firma del Empleado

\_\_\_\_\_

Fecha

20. \_\_\_\_\_

Nombre del Entrevistador

\_\_\_\_\_

Su título

\_\_\_\_\_  
Firma

\_\_\_\_\_  
Fecha

**C. DESPUES DE LA ENTREVISTA Y EXAMINACION DE LA NOMINA DE PAGO**

1. ¿Indica la nómina de pago (LS-4) que el empleado trabajó la fecha y el número de las horas el o ella indicó en B.3. y 4 en el día antes de la entrevista?

Sí  No

Comentarios: \_\_\_\_\_

2. ¿Indica el LS-4 que el empleado trabajó el día de la entrevista?

Sí  No

Comentarios: \_\_\_\_\_

3. ¿Indica el LS-4 que la clasificación de trabajo del empleado es igual que ésta indicada por el empleado en B.5. arriba?

Sí  No

Comentarios: \_\_\_\_\_

4. ¿Indica el LS-4 que el empleado recibió los salarios como el o ella declaró en B. 6. arriba?

Sí  No

Comentarios: \_\_\_\_\_

5. ¿Indica el LS-4/5 que el empleado recibió los beneficios complementarios en la cantidad y según lo indicado en B.7 arriba?

Sí  No

Comentarios: \_\_\_\_\_

6. ¿Coinciden los salarios y beneficios complementarios con el WRD en el contrato (incluyendo las modificaciones)?

Sí  No

Comentarios: \_\_\_\_\_

Número de WRD (modificaciones incluidas): \_\_\_\_\_

7. \_\_\_\_\_

Nombre del examinador de la nómina de pago

\_\_\_\_\_

Título

\_\_\_\_\_

Firma

\_\_\_\_\_

Fecha

---

**¿ESTA COMPLETA Y ADJUNTADA LA INSPECCION DE SITIO (FORMULARIO LS-10)?**

Sí  No

---

## LS-9. RECORD OF EMPLOYEE INTERVIEW

### Instructions

Keep in mind that both the interview and the information captured on Form 9 are considered confidential. Interviews should be conducted individually and in private. All employees on the work site should be ready and available for an interview if requested by the interviewer; however, the employee's participation is voluntary.

#### **Section A**

This section must be completed prior to the interview and should describe the actions rather than the job class, i.e., "laying water pipe in the trench" rather than Laborer Group 4. Item #3 requires that the Interviewer observe the employee at work prior to conducting the interview. This is a very important part of the interview. If possible, the observation should be conducted unobtrusively, so that neither the employee nor the supervisor/contractor is aware. The purpose of the observation is to ensure that the employee is actually doing the work as it is reported to the interviewer and as recorded on the LS-4, Payroll Report. It also prevents situations in which the employee is actually doing work that requires higher wages but switches to a lower wage activity as soon as the interviewer appears. For example, the employee is actually operating a backhoe, but suddenly starts carrying pieces of pipe and performing other laborer's duties as soon as the interviewer arrives.

If the interview is conducted away from the job site, a notation of the reason why and the location should be inserted here.

#### **Section B**

Prior to asking the questions in this section the interviewer should introduce him/herself in terms of his/her role as the grantee's agent and explain the purpose of the interview and its confidentiality. (Disclosure of employee statements is governed by the provisions of the Freedom of Information Act and the Privacy Act of 1974.)

Example: "My name is V.R. Smith, and I'm the Assistant Planning Director for Cactus City. Cactus City has received some federal funds from the Department of Housing and Urban Development (HUD) for this street widening project on which you are working. These federal funds require that certain wage and labor laws be complied with by the contractor. Also, they require that some of the employees on the job be interviewed. The (name of contractor or sub) knows that someone from the City will be interviewing people throughout the project. I'd like to ask you a few questions about your work on this project to determine your employer's compliance. All of the information that you give me will be kept confidential, as required by these laws, and your identity will be disclosed only with your written permission."

**Employees should be asked for verification of identification (like a driver's license) to verify his/her name, but having an ID is not required. Employees should be encouraged (but not required) to produce pay stubs or pay envelopes which document the wages received.**

The LS-9 form is for the Interviewer and thus s/he should feel free to make any additional notes on it as necessary, and to record additional information that may be important in determining contractor compliance.

Other items to note are:

3. This refers to the last day *prior* to the day of the interview that this employee worked on this project.
4. The interviewer should make it clear to the worker that these items relate only to project work, not to other work. As a double check on the number of hours worked on the project, the interviewer should ask the worker the time s/he started work on the project on the day in question, the time s/he stopped, and the time out for lunch. The interviewer is encouraged but not required to record these details on the LS-9 as the questions may help the worker to remember the number of hours worked.
5. The worker may not be familiar with the classifications used on the wage determination and thus may use a descriptive term which may not be found on the determination, e.g., Rodperson. Further questioning will probably elicit the information that s/he installs reinforcing bars and, depending on the area and WRD, the worker will agree that his/her work is that of an ironworker or laborer. These additional questions by the interviewer and comments by the employee should be noted on the LS-9, along with the correct job class title.
6. The interviewer should determine what the worker is being paid and should not be concerned if the worker is being paid a higher rate. However, if the hourly rate of pay stated by the worker is lower than the required rate, the interviewer should immediately question the worker further in an effort to determine whether the worker is mistaken or is really being underpaid.

For example, has the worker actually received at least one paycheck for work performed on this project, or is his/her statement based on the rate received for other work? If the latter, the interviewer should ask the worker to check his/her next check to determine the rate of pay for work on the project. The interviewer should either arrange to re-interview the worker during the following week or encourage the worker to mail the information by providing a stamped, self-addressed envelope. If the worker states that s/he received wages less than the required rate, the interviewer must try to solicit substantiating evidence from the worker. For example, does the worker have a pay envelope, pay slip, pay check stub, or any other forms showing the hourly wage rate or hours worked and earnings available? If not, can they be provided at a later date?

- 13 -15. If the employee does not know the location of the Wage Rate Determination, Notice to Employees and non-discrimination posters, the interviewer should tell him/her where they are posted and note this on the LS-9.

Although the interviewer should follow the questions as stated on the form and should never lead the employee into answers, it may also be necessary to deviate from the list of questions in some instances. For example, if the employee says that s/he worked overtime but was not paid time and a half at the WRD level, several follow-up questions may be necessary to ensure that such hours were worked on this job, rather than on some other non-federally funded job. Note these additional questions (or at least notes about the fact that other questions were asked) on the LS-9.

### **Section C**

This part of the form is completed *after* receipt of the payroll reports, LS-4/5 covering the week during which the interview was conducted. It is important that the LS-4/5 is received in a timely manner so that the grantee can compare and verify the interview information or attempt to investigate discrepancies. The Payroll Examiner can be the same person as the interviewer. If not, it should be someone familiar with the WRD, labor standards provisions and the construction project.

If *any* of the questions in Section C are answered "NO," the grantee must investigate and resolve the issue, with documentation of the investigation and resolution in the Labor Standards File. For example, if the payroll indicates that the employee worked a different number of hours than the employee indicated, the grantee must: a) contact the employee and ask for clarification; or b) request the contractor's actual time records, depending on the significance of the discrepancy. This should be done without revealing the identity of the employee, i.e. by asking for all employee records for one work week.

If the employee said s/he worked 8 hours and the Weekly Payroll said 6 hours, the grantee could start with a quick visit to the employee and ask for clarification. "You told me you worked 8 hours, however, the payroll report shows you as having worked only 6 hours. How many hours were you paid for during that week and do you believe it's the correct amount for the hours you worked?" All questions should be stated in such a way or prefaced with a comment clearly indicating that the interviewer is *not* attempting to intimidate the employee.

However, if the difference in hours is great; if the employee insists the hours are correct and states that s/he was only paid for the lower number of hours shown on the LS-4; and/or if a number of persons interviewed state different hours than those shown on the payroll report, the grantee *must* request the actual time records and then conduct an investigation as described in Section 11.

**LS-10 ON-SITE INSPECTION REPORT**

1. a. Date Monitored: \_\_\_\_\_ b. Time: \_\_\_\_\_

2. Location of Job Site: \_\_\_\_\_

3. Wage Rate Decision (WRD)

a. Posted:  Yes  No

b. Location: \_\_\_\_\_

c. WRD No: \_\_\_\_\_

d. Correct (same as in the contract):  Yes  No

e. Comments (is location clearly visible, easily accessible to employees, etc.):

4. Notice to Employees

a. Posted:  Yes  No

b. Location: \_\_\_\_\_

c. Identify Name of Contracting Officer on Notice (indicate if blank):

\_\_\_\_\_

d. Comments, to include if location is clearly visible and easily accessible to employees; contracting officer appears to be appropriate person, etc.; if in another language, where a significant number of employees may be of limited English-speaking ability.

5. Equal Opportunity Employment/Nondiscrimination in Hiring Posters

a. Posted:  Yes  No

b. Location: \_\_\_\_\_

c. Comments (to include if location is clearly visible and easily accessible; if in another language, where a significant number of employees may be of limited English-speaking ability):

6. \_\_\_\_\_  
Printed Name of Monitor Title

\_\_\_\_\_  
Signature Date



Recipient: \_\_\_\_\_ Contract No.: \_\_\_\_\_  
Activity No.: \_\_\_\_\_ Activity Name: \_\_\_\_\_

**LS-15: AUTHORIZATION FOR DEDUCTIONS**

The undersigned authorize deductions, as noted, to be made from his/her wages. It is understood that:

- the deduction(s) are in the interest of the employee;
- the deduction(s) are not a condition of employment;
- there is no direct or indirect financial benefit accruing to the employer;
- it is not otherwise forbidden by law; and
- if the deduction(s) are for fringe benefits, information regarding the fringe benefit plan has been provided to me in writing.

1.a. **EMPLOYEE NAME**    b. **DATE(s)**    c. **AMOUNT**    d. **PURPOSE**  
**(may cover all work performed for contract)**

---

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

---

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

---

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

---

---

Printed Name

---

Signature

---

---

---

Printed Name

---

Signature

---

(Additional page(s) attached:  Yes  No)

2. Name of Contractor/Sub-contractor: \_\_\_\_\_

---

Signature of Authorized Representative

---

Date

---

Typed Name

---

Phone Number

**LS-15 (02/1998)**

Recipient: \_\_\_\_\_ Contract No.: \_\_\_\_\_  
Activity No.: \_\_\_\_\_ Activity Name: \_\_\_\_\_

**LS-17: CERTIFICATION FOR APPLICABLE FRINGE BENEFIT PAYMENTS**

**Project Name:** \_\_\_\_\_

**Name of Contractor/Sub-Contractor:** \_\_\_\_\_

Provide the name, address and telephone number of each plan for fringe benefits provided. List for each classification if different.

1. Employee Classification:
Health and Welfare:
Pension:
Vacation:
Apprenticeship/Training:
Other:
2. Employee Classification:
Health and Welfare:
Pension:
Vacation:
Apprenticeship/Training:
Other:
3. Employee Classification:
Health and Welfare:
Pension:
Vacation:
Apprenticeship/Training:
Other:

**I hereby certify that I make payments to the fringe benefit plans, funds or programs identified above.**

\_\_\_\_\_  
Signature (must be owner/principal/officer as shown on LS-2/3)      Date

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

**LS-17 (02/1998)**

General Decision Number: AZ190019 02/08/2019 AZ19

Superseded General Decision Number: AZ20180020

State: Arizona

Construction Type: Heavy

HEAVY CONSTRUCTION, Includes Water and Sewer Lines, Heavy Construction on Treatment Plant Sites, and Pipeline Construction County: Pinal County in Arizona.

HEAVY CONSTRUCTION PROJECTS (DOES NOT INCLUDE DAM CONSTRUCTION)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0 01/04/2019

1 02/08/2019

BOIL0627-004 10/01/2017

Rates Fringes

BOILERMAKER.....\$ 35.30 28.41

-----  
BRAZ0003-010 07/01/2018

Rates Fringes

BRICKLAYER.....\$ 26.06 7.28

ZONE PAY:

(Radius miles from the intersection of Central Ave. and Washington St., Phoenix, AZ)

Zone A: 0-60 miles- Base Rate

Zone B: 61-75 miles- Base Rate plus \$2.00 per hour

Zone C: 75-100 miles- Base Rate plus \$3.00 per hour

Zone D: 101-200 miles- Base Rate plus \$3.50 per hour

Zone E: Over 200 miles- Base Rate plus \$6.50 per hour

-----  
ELEC0518-008 08/01/2018

(North of the line, "First Standard Parallel South", and East of the line, "Second Guide Meridian East".)

Rates Fringes

ELECTRICIAN.....\$ 28.60 11.36

-----  
ELEC0570-008 12/01/2018

PINAL (Southern Part)

Rates Fringes

ELECTRICIAN.....\$ 26.96 18%+5.60

ZONE DEFINITIONSZone

A: the area within a twenty-nine (29) mile radius from a basing point at the Tucson Town Hall.

Zone B: 29 to 46 mile radius from the town hall in Tucson- an additional \$ 1.25 per hour

Zone C: 47 mile radius from the town hall in Tucson to the outer limits of the geographic jurisdiction- an additional \$ 3.75 per hour

-----  
ELEC0640-007 07/01/2018

(Area North and West of

the boundary line beginning at a point where Papago Indian Reservation Road No. 15 crosses the Pima-Pinal County line, then Northeasterly on Road No. 15 to the intersection with Highway FAS-267, extending North on FAS-267 to the intersection with Florence Canal, North & East on Florence Canal to the intersection of the line "Second Guide Meridian East" then North to the Maricopa-Pinal County Lines)

Rates Fringes

ELECTRICIAN.....\$ 28.30 10.30

-----  
ELEC0769-002 07/29/2018

Rates Fringes

Line Construction:

Lineman.....\$ 46.40 21%+5.94

-----  
\* ENGI0428-007 06/01/2018

Rates Fringes

POWER EQUIPMENT OPERATOR

Group 1.....\$ 24.84 10.86

Group 2.....\$ 28.11 10.86

Group 3.....\$ 29.19 10.86

Group 4.....\$ 30.22 10.86

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Small Self-Propelled Compactor (with blade), Front End Loader (3 cy & less), Bobcat/Skidsteer/Skid Loader, Oiler

GROUP 2: Backhoe (less than 1 cy), Self-Propelled Compactor (with blade),Grader/Blade (rough),Front End Loader 3cyless than 6 cy), Scraper, Tractor Operator, Crane (less than 15 tons)

GROUP 3: Backhoe, up to 10 cu yd;

Excavator/Trackhoe,Grade/Blader(finish), Front End Loader Operator (6 cy-10cy), Crawler-Type Tractor Operator, Crane (over 15 tons & less than 100 ton), Tower Crane

GROUP 4: Backhoe ( 10 cu yd and over),Front End Loader (10 cy and over), Crane (100 ton)

-----  
\* ENGI0428-015 06/01/2018

Rates Fringes

POWER EQUIPMENT OPERATOR:

(PIPELINE)

Group 1.....\$ 24.84 10.86

Group 3.....\$ 29.19 10.86

Group 1: Backhoe, Boring Machine, Boom Operator, Bulldozer, Trackhoe

Group 3: Oiler

-----  
IRON0075-009 08/01/2018

Rates Fringes

IRONWORKER, STRUCTURAL.....\$ 26.90 18.95  
Zone 1: 0 to 50 miles from City Hall in Phoenix or Tucson  
Zone 2: 050 to 100 miles - Add \$4.00  
Zone 3: 100 to 150 miles - Add \$5.00  
Zone 4: 150 miles & over - Add \$6.50

-----  
PAIN0086-002 04/01/2017

Rates Fringes

PAINTER (Brush Only).....\$ 19.58 6.40

-----  
PLUM0469-008 07/01/2016

Rates Fringes

PLUMBER.....\$ 40.80 17.00

-----  
TEAM0104-003 09/01/2018

Rates Fringes

TRUCK DRIVER

Pick-up Truck

GROUP 1.....\$ 15.27 1.50+a

FOOTNOTE:

a. Health & Welfare \$984.26 per month.

-----  
SUAZ2012-008 05/17/2012

Rates Fringes

CARPENTER (Form Work Only).....\$ 20.86 4.00  
CARPENTER, Excludes Form Work...\$ 21.97 5.41  
CEMENT MASON/CONCRETE FINISHER...\$ 18.76 2.12  
INSTALLER - SIGN.....\$ 25.42 0.00  
IRONWORKER, REINFORCING.....\$ 20.66 13.59  
LABORER: Asphalt  
Raker/Shoveler/Spreader.....\$ 15.76 4.42  
LABORER: Common or General.....\$ 14.35 3.97  
LABORER: Concrete Saw (Hand  
Held/Walk Behind).....\$ 17.00 4.55  
LABORER: Fence Erection.....\$ 10.32 2.24  
LABORER: Grade Checker.....\$ 18.14 4.55  
LABORER: Landscape &  
Irrigation.....\$ 11.01 0.37  
LABORER: Mason Tender - Brick...\$ 14.55 4.20  
LABORER: Mason Tender -  
Cement/Concrete.....\$ 15.34 4.20  
LABORER: Pipelayer.....\$ 14.94 3.50  
LABORER: Power Tool Operator...\$ 16.57 4.20  
LABORER: Railroad  
Construction Laborer.....\$ 16.80 4.20  
MILLWRIGHT.....\$ 19.50 4.85  
OPERATOR: Bulldozer.....\$ 20.57 6.16  
OPERATOR: Drill.....\$ 20.57 4.78  
OPERATOR: Forklift.....\$ 20.38 4.75  
OPERATOR: Grade Checker.....\$ 21.68 6.31  
OPERATOR: Mechanic.....\$ 22.23 5.78  
OPERATOR: Paver (Asphalt,  
Aggregate, and Concrete).....\$ 17.07 3.20  
OPERATOR: Roller.....\$ 21.34 8.36  
OPERATOR: Rotomill.....\$ 21.88 6.39  
OPERATOR: Screed.....\$ 16.82 2.52  
OPERATOR: Trencher.....\$ 14.21 0.94  
OPERATOR: Broom/Sweeper.....\$ 15.40 2.45  
PAINTER: Pavement  
Marking/Parking Lot Striping.....\$ 19.94 4.10

PAINTER: Roller and Spray.....\$ 20.65 4.45  
 PIPEFITTER.....\$ 23.97 6.78  
 TRUCK DRIVER: 3 Axle Truck.....\$ 27.53 1.16  
 TRUCK DRIVER: Dump Truck.....\$ 14.37 1.16  
 TRUCK DRIVER: Flatbed Truck.....\$ 12.50 1.48  
 TRUCK DRIVER: Hydroseeder.....\$ 17.32 0.00  
 TRUCK DRIVER: Water Truck.....\$ 16.46 3.42

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and

the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier. Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier. A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
  - \* a survey underlying a wage determination
  - \* a Wage and Hour Division letter setting forth a position on a wage determination matter
  - \* a conformance (additional classification and rate) ruling
- On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210



The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

# MEMORANDUM

To: Mayor and Town Council  
From: Brent Billingsley, Town Manager  
Copy: Department Heads  
Date: July 1, 2019  
Re: Town Manager's Report

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I thought that it would be important to make the connection between the Council Strategic Plan and current Town priorities; therefore this memo provides select updates by Strategic Plan Area. It is not intended to be exhaustive list, just an update on one project per area. I do not want to supplant or duplicate the individual department reports that Council receives on a monthly basis.

**Community Vitality:** The community's annual Freedom Fest is scheduled for Thursday, July 4th. An entire day and evening of Independence Day fun and programming begins with free open swim at the Florence Aquatic Center from noon until 5:00 p.m. Requested admission is a new backpack or school supplies, which will be donated to the Florence Unified School District (FUSD). Whoever can make the biggest splash will be determined at the annual Cannonball Contest beginning at 3:00 p.m. Prizes will be awarded in the following categories: youth, teen and adult. Freedom Fest shifts to Heritage Park at 5:00 p.m., offering bingo (local businesses donated the prizes), inflatables and food vendors (staff has already received commitments from six vendors). Free watermelon will be available and distributed by organizers of the Boxing Boot Camp. Teen Council members will coordinate a variety of games for kids from 5:00 p.m. to 6:00 p.m. Onsite registration for the annual Cornhole Tournament will be accepted until 5:30 p.m. or until 24 teams are registered. For only \$30 per team (ages 18 and up), participants can compete against up to 24 teams. The grand prize is two new Cornhole Tournament boards. The 10th and Main Band takes the stage from 6:00 p.m. to 8:30 p.m., followed by a spectacular fireworks display. Salt River Project (SRP) provided a community grant of \$5,000 to assist with expenses.

Recent event update:

- **World's Largest Swim Lesson: Thursday, June 20th**  
The World's Largest Swim Lesson is a national water-safety and awareness event. It's organized and promoted by "The World's Largest Swimming Lesson," a non-profit organization while the National Recreation and Parks Association (NRPA) serves as a co-partner. This was our second year involved with the event and one of only nine aquatic facilities in Arizona, to participate. It's designed to promote prevent water safety by preventing drownings. Our event was scheduled at 4:00 p.m. (to coincide with our regular open swim hours) with 13 participants. Our WSI's (water safety instructors) did a fine job with the children, demonstrating a "crash course" in learning to swim and the importance of learning how to swim. While we are locked-into the date for this event, we are evaluating and considering perhaps a later time to hopefully attract more families and adults.

- **Main Street Flower Boxes Decorated with Patriotic Décor: June 20th**  
Recreation Coordinators Alison Feliz and Megan Cetta decorated all the Main Street flower boxes with patriotic décor to promote the 4th of July's Freedom Fest. Staff thought it would be a good impression for people driving into town prior to and on July 4th. Staff not only plans to continue displaying the Independence Day décor each year, but to do the same for all the Town's major events.
- **3rd Annual Library-Con: Saturday, June 22nd**  
The Library held its third annual Library Comicon (Library-Con) event with over 160 people attending; more than double last year's numbers. Activities included a Harry Potter themed scavenger hunt, a variety of crafts, face-painting, gaming, and a movie. The Kingdom of Umbria, a medieval-themed costume group, held medieval combat demonstrations for patrons; The Dread Fleet, a pirate-themed group, also held interactive combat demonstrations. Other guests included the 501<sup>st</sup> Legion, a Star Wars-themed group and Tucson EverAfter, a Disney Princess-themed group. Vendors included Harley's Toys and Comics, Superior Superhero Stuff and the Florence Teen Council provided snacks and refreshments.

**Economic Prosperity:** The Town of Florence hosted an Internet of Things (IoT) and Cybersecurity event at the Florence Community Center on June 19th, 2019. Over eighty RSVPs were received and over sixty people attended including representatives from Smart City contributors including, Microsoft, Cox Communications, T-Mobile, Verizon, SUBEX, Milandr, Mueller, SBC Global, Zayo, APS, and Spherium.

A special thank you goes out to our Sponsors, Pinal County and SUBEX.

The Florence Internet of Things (IoT) lab ribbon cutting also took place during the event. An activity zone was proudly provided for attendees, and anyone who stopped by, that included Smart Agriculture, Smart Health, Smart City, Smart Home, and Smart Vehicle demonstrations.

**Leadership and Governance:** It was requested that this report provide a look forward to future Town Council agenda items. The following is a list of future items for potential Town Council action. This list is not intended to be comprehensive but represents important forthcoming items:

- Town of Florence Development Impact Fee Study
- Streetlight Improvement District 4&5 AMR
- Bid award for the Silver King code compliance project
- Citizen Survey results
- Active Transportation Plan
- Regional Transportation Plan Update
- Parks Trails and Open Space Plan
- Zayo Group Holdings LLC. License Agreement
- Spirit Loop Ach Culvert 4.0 acceptance
- Redevelopment Plan Update
- Community Development Block Grant Application
- Vacant Building Program
- Infill Development Case (110 North Willow)

- Contract Award (Hunt Highway / Fire Station #2)
- 2020 CDBG IGA (Pinal County)

**Partnerships and Relationships:** In 2018, The Town of Florence signed a Memorandum of Understanding (MOU) with the Florence Unified School District with the goal to provide a STEM School in Florence. It was both parties' intent to redevelop the old Florence Elementary School for that purpose. Although the STEM Project did not go forward, the infrastructure projects are nearly completed.

FUSD has just finished the remodel of the day care building and the old classroom buildings. Upgrades included windows, flooring, ADA improvements, interior lighting, interior and exterior emergency lighting, upgraded exit signs, and classroom counter tops with sinks.

In addition, a 2,400 square foot gymnasium addition was just completed, which included installation of new retractable bleacher type seating and new family and ADA compliant restrooms. The upgrades also included new interior lighting, exit signs, interior and exterior emergency lighting, additional exit doors, and a new fire sprinkler system.

The Town's contribution, per the MOU, was upgraded water infrastructure and improved fire flow and duration to meet International Code requirements. The Town's Water Main Loop Phase 3B has been completed, the District has tied in, and fire flow testing is eminent.

**Transportation and Infrastructure:** The Public Works Team has been very busy completing projects for fiscal year end. Barricades and flashing lights have become a daily occurrence all over Town. The good news is that important public projects are getting done.

- The First Street Project is anticipated to begin paving soon. It is staffs' goal to complete the project by the end of the fiscal year, but it might not be completed until the middle of July.
- Felix Road from Hunt Highway to the railroad tracks has been micro sealed with temporary striping. Thermo plastic in 30 days.
- Felix Road from Heritage Road to Arizona Farms Road has been micro sealed with temporary striping. Thermoplastic in 30 days.
- Arizona Farms Road from Herseth Road to Cooper Road westbound, is paved. The date of the actual paving of the east bound lane has not been determined at this time.
- Hunt Highway from Franklin Road south to the curve has been micro sealed.
- The mill and replace on Main Street between Gressinger and Feliz (110 feet) was milled and replaced with hot asphalt.

**Upcoming Events/Meetings/Forums:**

- July 4<sup>th</sup>            12:00-5:00 p.m.      Fourth of July Free Swim, Aquatic Center
- July 4<sup>th</sup>            5:00-9:00 p.m.        Fourth of July Freedom Fest, Heritage Park

**Success Stories:**

Statewide:

- Year-to-date total collections are \$183.8 million above the enacted budget forecast.

- Sales Tax revenues during May grew by 9.2%, the highest growth rate the category has posted so far during FY2019.
- Highway User Revenue Fund (HURF) collections of \$120.1 million in May were up 1.7% compared to May of last year. Year-to-date, collections have increased by 4.2% above the prior year and are \$22.5 million above forecast.
- In April, Arizona's total of 9,617 multi-family building permits was (13.1)% less than in 2018. Florence saw an increase in permitting activity through the first four months of the calendar year, with 80 new single family home permits (compared to 72 over the same period last year). This represents an 11.1% increase in permitting activity for Florence.
- The statewide inmate population was 42,400 as of May 31, 2019. This was a 0.2% increase from April 30, 2019 and a 0.7% increase since May 2018. Because Florence is required to collect annual populations each July, if the trend continues, these higher numbers could result in an increase in state shared revenue next year.
- According to R.L. Brown, there were 2,057 permits for new single family housing issued in Greater Phoenix in May. This compares to 2,019 permits a year ago. That's a small gain of 1.9%. Year to date, there have been 9,601 permits issued. This compares to 9,450 a year ago. That's an increase of 1.6%.
- Florence's May numbers dropped to 14 SFH permits. This put us at 94 SFH permits through May, compared to 96 last year. This is a decrease of (2.1)%.

**Current Advertisements:**

The following Requests for Proposals are currently Open:

1. General Plan Update
2. Florence Waterline Augmentation (Phase 3B)
3. RFP Deep Well and Well Pump Maintenance and Repair Services

The following Requests for Proposals are Under Review:

1. None



# TOWN OF FLORENCE

## Community Development

224 W. 20<sup>th</sup> Street

Florence, AZ 85132

Office: 520-868-7542

Fax: 520-868-7546

**COUNCIL MEETING DATE:** July 1, 2019

**STAFF PRESENTER:** Larry Harmer

**SUBJECT:** Community Development Monthly Report

### Projects:

#### **Anthem at Merrill Ranch**

- Unit 5
  - Landscape Plan submitted 2/13/19
  - Paved 4/10/19
  
- Unit 7
  - Landscape Plan submitted 2/13/19
  - Paved 4/10/19
  
- 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 52
  - Paved – working on adjustments
  - Landscape completed

- Letter of Acceptance being completed
  
- Unit 55A
  - Start sewer May 2019
  
- Units 56B and 58
  - Pre-plat late 2019
  
- Unit 57
  - Pre-plat in 2019
  - Grading with Unit 55
  
- Unit 60
  - Improvement Plan approved
  - Final Plat recorded
  - Landscape Plan submittal – 2<sup>nd</sup> Quarter 2019
  - Grading 2019
  - Sewer start 4/15/19

### **Attaway Crossing Annexation**

- Updates have been received from Applicant
  - A new annexation petition needs to be submitted
  - A revision to the cost-benefit has been prepared that addresses years 11-20
  - A new PUD will be submitted to address this development as free-standing (separate from Merrill Ranch)
  - Meeting set with applicant and Merrill Ranch representatives to discuss further.

### **Monarch/Aspen Farms**

- Submittal for new Planned Unit Development (PUD) under review
- 1<sup>st</sup> review comments have return to the applicants for response/revisions
- Town staff has been meeting with applicant to discuss revisions

### **Smith Building**

- Remodeling continuing under current permit

### **Sign Code Amendments**

- Continued by Council pending a discussion regarding off-premise signs

- Ad Hoc Committee appointed

**May Code Compliance Notices:**

- Verbal: 20
- Written: 40
- Compliance: Over 50% (and ongoing)

**Permits Issued May 2019** (*June 2019 totals should available the 2<sup>nd</sup> week in July*)

• New Single Family Residential	14 (Total of 94 for the calendar year)
• Manufactured Homes	3
• Other	<u>73</u>
<b>Total for May 2019</b>	<b>90</b>



# Memorandum



**To:** Brent Billingsley, Town Manager  
**From:** Bryan C. Hughes, Community Services Director  
**Date:** June 18, 2019  
**Re:** June 2019 Department Report

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## Grant Updates

Town Staff received a preliminary award letter from the Arizona Department of Transportation (ADOT) Multimodal Planning Division. The Town is scheduled to receive a 2019 FTA 5310 grant benefitting the Senior Center. Specifically, \$4,320 for Preventive Maintenance of our fleet of grant funded vehicles, \$10,000 for the Give-A-Lift program and \$28,350 for a new Maxi-Van (no lift) for a total of \$42,670. The Town's match for the three categories is \$14,860. Thank you to Jennifer Evans, Management Analyst, and Carolyn Ballard, Recreation Programmer, for all their hard work in preparing the grant submittal.

## Project Updates

- Town staff and our consultants, WestLand Resources and J2 Engineering and Environmental Design, held a conference call with Bureau of Land Management (BLM) on the **Poston Butte** project on Thursday, May 30th. The project is waiting on the BLM review of the cultural report so we can move forward with a Memorandum of Agreement (MOA) with BLM and the State Historic Preservation Office (SHPO) for data collection and monitoring construction activity during development. Staff and BLM continue to work together with the goal of finalizing a lease by the end of the calendar year. The next conference call is scheduled for Wednesday, July 31<sup>st</sup>.
- The final draft of the **Active Transportation Plan** was presented on Monday, June 17<sup>th</sup> at the Town Council meeting. The project is scheduled to be completed in June per the grant requirements with final adoption scheduled for Monday, July 1<sup>st</sup>.
- The **Parks and Recreation Comprehensive Plan** continues to move forward. Staff is scheduled to meet with our consultant GreenPlay on Wednesday, June 26<sup>th</sup> to discuss survey findings and park audits, which will be presented at a public meeting that evening, from 6:00-7:30 p.m., at the Library and Community Center. The next day, the project team will meet to formulate the plan for future parks, facilities and program and events, as well as guide the landscape architect in developing updated site-specific park master plans for Heritage Park, Main Street Park and Little League Park.
- The Town held a Memorial Day Ceremony and **Veterans Memorial Project** Groundbreaking on Memorial Day, Monday, May 27<sup>th</sup>. The event took place on the south plaza at the Library and Community Center and an estimated 50

people were in attendance. Staff is waiting on a quote from a contractor recommended by Low Mountain Construction, the original contractor for the Territory Square Project. The American Legion continues to accept donations, which may be eligible for a tax deduction.

### Special Events

- Staff is busy preparing for the **Fourth of July Freedom Fest**.
  - The Aquatic Center will be open for the Freedom Fest Swim from 12:00 to 5:00 p.m. on July 4<sup>th</sup>. Admission is FREE on this day. Patrons instead are encouraged to bring a donation for the annual “Back to School Supply Drive.” The event will feature lots of activities and games including the annual “Cannonball Contest.”
  - This year’s event will feature a different layout, which will utilize all the ball fields at Heritage Park so attendees can enjoy more of the turf areas. Games and activities will be on Field #1, live music on Field #2 and inflatables and water games on Field #3. The event begins at 5:00 p.m. and fireworks are scheduled to begin at 8:30 p.m.
  - A BIG thank you to SRP for providing a \$5,000 community grant toward this amazing civic event.

### Program Updates

- Staff is launching a new, off-campus afterschool program next school year after the announcement by the Florence Unified School District that there will be a new provider of after school programs. The program will be focused on recreational options for those parents that may not be able to afford the new provider fees on-campus.
- The Town of Florence and the American Red Cross held a press conference at the Aquatic Center on Monday, June 3<sup>rd</sup> to help promote the Red Cross Centennial Campaign. "For the past 100 years, we've been helping millions of kids, teens and adults learn how to swim and become lifeguards and instructors. So the water can be a safer place for everyone." The Aquatic Center offers Red Cross certified swim lessons and all our staff are Red Cross certified lifeguards and Water Safety Instructors (WSI).
- The **Aquatic Center** has been a busy place so far this summer. Upcoming programs and events include:
  - Open Swim: Held daily Tuesday, Wednesday and Thursday from 1:00-5:00 p.m. and Friday, Saturday and Sunday from 12:00-5:00 p.m.
  - Family Swim Night continues every Friday until July 12<sup>th</sup> from 6:00-8:00 p.m.
  - Teen Night on Saturday, July 6<sup>th</sup> from 5:00-10:00 p.m.
  - Aqua Aerobics and Zumba classes begin Tuesday, June 18<sup>th</sup>
  - Learn to Swim lessons begin on Tuesday, June 18<sup>th</sup> and Tuesday, July 1<sup>st</sup>.
  - Participants at the Aquatic Center will take part in the World’s Largest Swim lesson on Friday, June 21<sup>st</sup> from 4:00-5:00 p.m.

Community Services held our annual staff retreat on Thursday, June 13<sup>th</sup> at the Library and Community Center. Staff from Parks and Recreation, Senior Center and Library gathered to celebrate accomplishments and discuss goals for the upcoming fiscal year.

## Boards and Commissions

- Library Advisory Board
  - The Board is scheduled to meet on Wednesday, July 17<sup>th</sup>.
- Parks and Recreation Advisory Board
  - The Board is scheduled to meet on Thursday, July 25<sup>th</sup>.
- Arts and Culture Commission
  - The Commission will not meet again until Thursday, September 12<sup>th</sup>.
- Youth Commission
  - The Commission will not meet again until July due to summer break. The July meeting date is yet to be determined due to scheduling conflicts. The Commission is scheduled to have a Work Session with the Town Council on Monday, August 5<sup>th</sup>.

The Florence Teen Council (FTC) is a year-round program, so it continues during the summer break. Teens are meeting at the Library and Community Center every Thursday at 2:00 p.m. Summer activities have included:

- The first Florence Teen Council banquet was held on Friday, May 24<sup>th</sup>. Approximately 50 teens and their family members attended (right).
- The FTC hosted the first Teen Pool Party of the summer at the Aquatic Center on Saturday, June 1<sup>st</sup>.



- Florence Teen Council debuted their video, "Bully," produced by the FTC and Koko Hunter, at the June 3<sup>rd</sup> Town Council meeting.
- Florence Teen Council subsequently appeared on Phoenix Channel 3 Good Morning Arizona to discuss the video (left). The segment aired on the morning of Monday, June 17<sup>th</sup>.
- The Florence Teen Council did a cooking skills class at the Senior Center on Thursday, June 13<sup>th</sup>. The teens made meatloaf, which was served to the seniors for their Father's Day Luncheon the following day.
- Virgie, Felix, HR Coordinator, presented a resume building workshop, on Thursday, June 6<sup>th</sup>. 17 teens attended.
- The Florence Teen Council had a field trip to the Phoenix Herpetological Sanctuary in Scottsdale on Friday, June 14<sup>th</sup>. 19 teens attended.

**Parks and Recreation Department  
Divisions Report  
May 2019**

**Recreation/Aquatics/Special Events Programs**

Recreation Programs	Participants	Revenue	Notes
B&A Bell – Anthem	15	\$685	
B&A Bell – Florence	19	\$1,045	
Drop-In B&A Bell	3	\$30	
Boxing Bootcamp	41	\$2,780	
Drop-In Boxing			
SKC Week 1	13	\$1,105	
Drop-In Intersession	10	\$200	
Mother/Daughter Dance	42	\$588	
Flow Yoga Evening	4	\$160	
Florence Sharks	21	\$880	Swim Team
Lifeguard Re-Certification	1	\$150	2 <sup>nd</sup> Class
Lifeguard Certification	13	\$2,429.02	2 <sup>nd</sup> Class
WSI Certification	6	\$1,350	

**Facility Use Permits**

Number of Facility Use Permits	Number of Bookings	Estimated Number of Participants	Revenue Generated
65	255	7,460	\$2,235

**Aquatic Center – Swim Pass Memberships**

Swim Pass	Sales	Total	Revenue
Adult Swim Pass	2	2	\$120
Child Swim Pass	10	10	\$300
Family Pack Swim Pass	2	2	\$320
<b>Total Memberships</b>	<b>14</b>	<b>14</b>	<b>\$740</b>

**Aquatic Center – POS Sales**

Product	Sales	Total	Revenue
Adult Lap Swim	3	3	\$12
Free Pool Entry	100	100	\$0
Tue-Thurs Vendor	1	1	\$25
Fri-Sun Vendor	1	1	\$35
Open Swim- Adult	422	422	\$1,688
Open Swim- Child	1,181	1,181	\$2,362
Summer Kids Club	36	36	\$0
STEM - FUSD	67	67	BILLED
Swim Diapers	1	1	\$1
<b>Total Sales</b>	<b>1,812</b>	<b>1,812</b>	<b>\$4,123</b>

### Fitness Center – Membership Package

Fitness Package	Sales	Renewals	Total	Revenue
Adult Annual				
Adult Monthly	15	35	50	\$1,000
Adult Six Months	1	1	2	\$198
Employee Membership	11	6	17	Free
Green Tree Inn	5	1	6	Billed thru A/R
Senior Annual				
Senior Monthly	5	19	23	\$338
Senior Six Months	2	2	4	\$264
Youth Monthly	2	4	6	\$78
Youth Six Month				
Drop-In Fitness	7		7	\$14
<b>Total Memberships</b>	<b>48</b>	<b>68</b>	<b>115</b>	<b>\$1,892</b>

### Fitness Center Classes

Program	Resident	Non-Resident	Revenue	Notes
Silver Sneakers Classic			\$0	
Silver Sneakers Classes			\$0	
Optum Fitness			\$0	

- Estimated member sign-ins throughout the month: **1,062**
- Total membership packages sold: **48**
- Fitness Center revenue for membership package sales: **\$1,892**
- Fitness Classes revenue: **\$**
- Total Revenue: **\$1,892**

### Miscellaneous Revenue

Product	Total	Revenue	Notes
Paper & Markers		\$	
150 <sup>th</sup> Mug		\$	
Drop in Yoga		\$	
Replacement Key FC	3	\$3	

## Dorothy Nolan Senior Center

Activity	Monthly Total
Anthem Pharmacy	05
Angel Care Discussion	12
Back Space 3, Yahtzee, Skip Bo, Dominoes, Cards, Cribbage, Phase 10, Wii Bowling, Bunco-12, Pool	192
Bingo- – Steward Health	15
Birthday Cards	15
Bible Study	0
Breakfast	94
Angel Care -In Service	12
Blood Pressures – Florence Fire	0
Building Use	977
CAHRA	22
Crafts- with Doris - Jewelry-3 Creations & Libations- 2	5
Coolidge Shopping	11
Computer Use	06
Dinner Date- Texas Roadhouse Mesa	10
Dollar Store	03
Exercise with Rhoda	74
Extension Food Program	13
Fitness Center	09
Grief Support	23
Guardian Angel Installation	0
Hair Cuts by Mary Helen	03
Healthy Eating by Lou	19
Home Delivered meals –	226
Knit/Crochet Club	03
Lost Meals	-48
Medicare Advocate Benefits	01
Movie & Popcorn	0
Music by Rudy	61
Senior Donation Account Meal Participant -Safeway 17	17
Senior Hot Topics	22
Staff Cooked meals & senior meal	68
Volunteer Hours	186
Wii bowling /Volleyball	13
Anthem Pharmacy	05

### **Accomplishments:**

The Center served meals to 248 participants. We had 1 new senior participant this month. Rides were provided for 319 riders. The Center had 75 participants on trips and we did 24 errands.

We traveled a total of 1,295 miles. The Give A Lift Program had 10 volunteers who delivered medical transportation trips to 8 participants resulting in 46 trips and an additional 999 miles and 59 additional volunteer hours.

Nutrition Demo Susan - 17, Trips -Roars/Pours - 15, Yahtzee/Ice Cream Social - 14, Afternoon Game CLR - 6, 60 Day Challenge - 18, Mother's Day Event -19, Retail Store - 4

# Florence Community Library

## April 2019

### April Statistics

- 13,777 total items were circulated in April
- 96 library cards were issued
- 741 patrons signed up for use of the computer lab computers
- 2,278 wireless sessions were held
- 222 person(s) attended 17 program(s) presented by the library

### April Activities

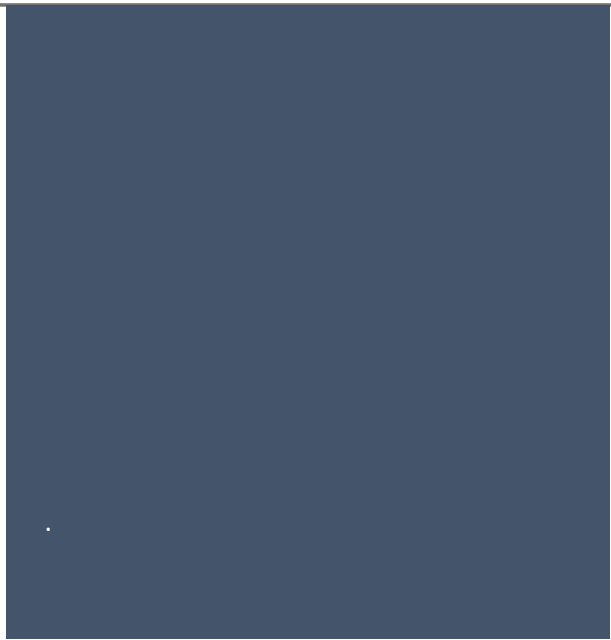
- 4/1/19 Family Storytime
- 4/3/19 Family Flick
- 4/3/19 Book Club
- 4/4/19 Librarian Kaytlin Nolan attended **How to Eliminate the Literacy Gap**.
- 4/4/19 'Tween Code Club
- 4/5/19 AZ Humanities Program: **Climate & Moral Responsibility**

### 4/7/19 – 4/13/19: National Library Week

- 4/8/19 Library Manager Jasper Halt and Librarian Gloria Moreno attended a meeting of the Pinal County Business & Education Committee.
- 4/9/19 Family Storytime
- 4/10/19 22<sup>nd</sup> Annual Bookmark Awards Ceremony
- 4/11/19 Librarian Kaytlin Nolan attended the **Homelessness Training Institute**.
- 4/11/19 'Tween Code Club
- 4/13/19 Librarian Gloria Moreno represented the library at Tucson's **Kids Con**.
- 4/16/19 Family Storytime
- 4/17/19 Library Manager Jasper Halt and Librarian Gloria Moreno attended a meeting of The Florence Library Advisory Board.
- 4/18/19 'Tween Code Club
- 4/20/19 April Library Movie
- 4/23/19 Family Storytime
- 4/23/19 Library Manager Jasper Halt and Librarian Gloria Moreno attended the Florence Boards & Commissions Appreciation Dinner.
- 4/25/19 Poem in Your Pocket Day program
- 4/25/19 'Tween Code Club
- 4/30/19 Family Storytime
- 4/30/19 *El Dia de los Niños* program
- 4/30/19 "Color Me Puzzled" Adult Coloring

### Polaris Upgrade

The library was closed May 1 for an upgrade to Polaris, the Integrated Library System utilized by the Pinal County Library District. This latest upgrade created various efficiency improvements to functions including item searches, hold requests, and management of fines and fees. The upgrade proceeded smoothly, and various maintenance and organizational activities were completed during the one-day closure.



# COURT FINANCIAL REPORT

May 2019

MICHELLE SALAS – Acting Court Administrator

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DISTRIBUTION TYPE	May 2019 (CURRENT)	MAY 2018 (LAST YEAR)
FINE, FEES, & TRAFFIC	11,487.92	11,969.80
STATE SURCHARGES	6,698.80	6545.71
STATE JCEF	320.10	327.02
LOCAL JCEF	172.36	176.08
STATE FINES	2,203.69	744.36
FLORENCE POLICE FUND	1,087.48	832.36
RESTITUTION	350.00	347.10
BONDS	0	494.00
PUBLIC DEFENDER FEE	278.53	474.23
JAIL HOUSING FEES	1,193.76	1232.46
JUSTICE COURT FEES	42.84	41.20
GENERAL FUND	0	11.82
FARE SPECIAL COLLECTION FEE	912.92	1014.98
FARE DELINQUENCY FEE	268.11	421.26
VICTIMS RIGHTS ENFORC.	280.90	81.56
PCSO FUND	0.00	0.00
OVERPAYMENT REFUND	0	21.57
<b>COUNTY REVENUE</b>	<b>42.84</b>	<b>41.20</b>
STATE REVENUE	10,684.52	9,134.89
TOWN REVENUE	14,220.05	14,718.32
<b>RESTITUTION AND BONDS</b>	<b>350.00</b>	<b>841.10</b>
<b><u>TOTAL MONTHLY REVENUE:</u></b>	<b>\$25,297.41</b>	<b>\$24,735.51</b>

**2.2% Increase from 2018**

## **Florence Municipal Court Citation Totals**

**MAY 2019**

**TOTAL COMPLAINTS FILED: 63**

Citations: 57

Longform Complaints: 6

**BREAKDOWN:**

CIVIL TRAFFIC VIOLATIONS 46

MUNICIPAL CODE 0

CRIMINAL TRAFFIC 5

CRIMINAL 12

DUI 0

DOMESTIC VIOLENCE 0

**COMPARISON TO PREVIOUS YEAR:**

2018: 94

2019: 63

# *Memorandum*

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**Date:**

**To:** Brent Billingsly, Town Manager  
Lisa Garcia, Deputy Town Manager

**From:** Rey Sanchez, Finance Director

**Subject:** Departmental Report - May 2019

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The month of May represents 92% of the fiscal year. The following chart compares the FY 2018-2019 actual revenue and expenses to the budget amounts for the Town's major Funds. Expenditures posted into the current month do not always reflect current month expense. Expenditures run 30 to 45 days in arrears.

## Major Fund Position

Fund Name	Year to Date Revenue Actual FY 18-19	Revenue Budget FY 18-19	% Actual to Budget	Year to Date Expense Actual FY 18-19	Expense Budget FY 18-19	% Actual to Budget
General	\$14,243,075	\$15,263,551	93.31%	\$13,162,160	\$15,185,620	86.68%
Capital Improvement	\$1,493,780	\$1,230,000	121.45%	\$927,649	\$1,457,640	63.64%
Highway Users Tax	\$3,049,121	\$3,238,310	94.16%	\$2,997,044	\$7,966,495	37.62%
Construction Tax - 4%	\$284,288	\$161,000	176.58%	\$0	\$0	0.00%
Town Water	\$3,686,700	\$3,045,080	121.07%	\$3,705,559	\$4,276,360	86.65%
Town Sewer	\$3,774,255	\$3,861,650	97.74%	\$2,500,750	\$7,823,320	31.97%
Sanitation	\$897,607	\$864,700	103.81%	\$876,703	\$841,290	104.21%
<b>Total</b>	<b>\$27,428,827</b>	<b>\$27,664,291</b>	<b>99.15%</b>	<b>\$24,169,864</b>	<b>\$37,550,725</b>	<b>64.37%</b>

# Fire Department

## MEMORANDUM

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**DATE:** June 6, 2019

**TO:** Brent Billingsley, Town Manager

**FROM:** David Strayer, Fire Chief

**SUBJ:** Summary of May 2019 and Plans for June 2019

The fire responses for 2019-2017 are as follows:

May 2019	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	1	0	0	0	0	1
Structure Fires	0	0	0	0	1	1
Vehicle Fires	0	0	0	0	0	0
Trash Fires	1	0	0	0	0	1
EMS	74	14	27	67	8	190
HazMat	3	0	2	1	0	6
Electrical Arching	1	0	0	0	0	1
Police Asst./Public Asst.	7	3	15	0	0	25
Unauthorized Burning	0	0	0	0	0	0
Good Intent	0	0	0	0	0	0
Controlled Burning	1	0	0	0	0	1
False Alarm/System Malfunction	3	0	0	0	0	3
Emergency Stand by (move up)	7	0	48	0	1	56
Other Calls	7	7	7	2	1	24
<b>TOTALS</b>	<b>105</b>	24	<b>99</b>	<b>70</b>	<b>11</b>	<b>309</b>

Three Year View	2019		2018		2017	
	May	YTD	May	YTD	May	YTD
EMS	190	979	163	760	175	848
Fire Calls	3	19	8	23	2	16
All other Calls	116	505	92	490	70	487
<b>TOTALS</b>	<b>309</b>	<b>1458</b>	<b>263</b>	<b>1273</b>	<b>247</b>	<b>1351</b>

## ***Summary of May***

### ***Fire Chief Report***

- Attended May Town Council meetings
- Attending May Leadership Team meetings
- Conducted weekly Fire Staff meetings
- Florence PD Volunteer CPR/AED Training was provided by Florence Fire on May 1<sup>st</sup>
- On Vacation April 29-May 3<sup>rd</sup>.
- Attended the Pinal County Fire Chief's Association meeting on May 8<sup>th</sup>.
- Attended a meeting with ATT/First Net on May 8<sup>th</sup>.
- Florence Fire Personnel attended a Local Emergency Planning Committee meeting on May 9<sup>th</sup>
- Battalion Chief Jim Walter attended the National Fire Academy May 13-24.
- APS/ Florence Fire Mitigation / Summer Preparedness Lunch Meeting was held at the Florence Community Center May 21<sup>st</sup>.
- Attended the first annual EMS Stewards of the Community Award Ceremony on May 22<sup>nd</sup>. This event was held in Scottsdale and was hosted by Steward Health.
- Active shooter exercises, and planning meetings were held in May in preparation for the full-scale exercise scheduled for June 15<sup>th</sup>.
- Worked on end-of-the-year budget issues
- Completed a 40-hour graduate level class on Leadership in Emergency Services through Columbia Southern University.
- Began a class on Interagency Emergency Management through Columbia Southern University.
- Worked with the Information Technology Department on converting the FD records management system to Image Trend. I pads will replace Toughbooks as part of this conversion at a significant cost savings.
- Firefighter Kristopher Torres was promoted to full time status.

### ***Division Report – Administration***

#### SPECIAL EVENT PERMIT REVIEWS/INSPECTIONS

- Multiple Event Reviews

#### INSPECTIONS

- Adamsville Hospital (Horizon) Annual Fire Inspection
- Florence High School Fire Works Inspection

- Sun City Union CTR Follow-Up Inspection
- Anthem Pulte Sales Follow-Up Inspection
- Anthem Parkside Follow-Up Inspection
- 231 Main St Proposed New Tenant
- 270 N Main St Proposed New Tenant
- 301 n Main Proposed New Tenant
- 425 s Main Proposed New Tenant

#### COMPLETED RE-INSPECTIONS

- Florence Gardens Club House Annual Insp Complete
- Florence Gardens Annex Annual Insp Complete
- MEETINGS
- PCSO Ironwood Sub-station Training Meeting
- Code Adoption Town Hall
- PC-Large Scal Exercise Planning Meetings PC-EOC
- One-Stop-Shop Meeting Community Development

#### TRAINING

- Active Shooter training. Multi agency Fire/PD PCSO Ironwood Facility
- APS Summer Fire Mitigation Town Library
- PC-Exercise Table-Top
- Active Shooter Training PCSO/Florence High School

#### SPECIAL ASSIGNMENTS/PROJECTS

- Wireless Fire Alarm Project-On going
- TLO Updates
- Town FEE Updates
- PC Active Shooter Planning Project
- Web site update project
- Engine Company-Response Guide and Safety Survey project (training)
- Existing Building Safety Surveys
- Burn Permit Procedures

## ***Division Report – Operations***

***A new self-contained breathing apparatus (SCBA) compressor and fill station were installed at Fire Station 2 in May as approved in the 2018/19 capital budget***



## **Apparatus**

- E-541 Service Complete
- New Gas Cards Placed on Vehicles from Fleet

## **Uniforms/Personal Protective Equipment (PPE)**

- Tracking chart made for Turnout Replacement
- Structure Gloves Quote approved for all members in accordance with Turnout replacement plan

## **Communications Equipment**

- Image Trend Software Approved for Transfer of Records Management System
- Apple I Pads purchased for use with Image Trend
- Portable Radio Battery replacement plan
- Working with Code 3 to Plan MDC Department Upgrade

## **Emergency Medical Services (EMS)**

- EMS Committee preparing for Image Trend Transfer
- Tracking System for Narcotics and Drug Box Checkoffs approved by EMS Committee and in use
- Congratulations to Kristopher Torres for promotion to cover Chris Regan!!!
- Medications Gathered for Restocked from Mt. Vista

## **Fire Investigation Reports Reviewed**

<b>Incident Number</b>	<b>Incident Date</b>	<b>Incident Address</b>
<b>249385</b>	<b>5/5/2019</b>	<b>Sunair Dr.</b>

## **Training**

- Bump Up Temporary Promoted Positions Meetings to Discuss Expectations and Assistance
- Monthly CE and Follow-up Target Solutions Training
- Landing Zone Training with LifeNet 4/30



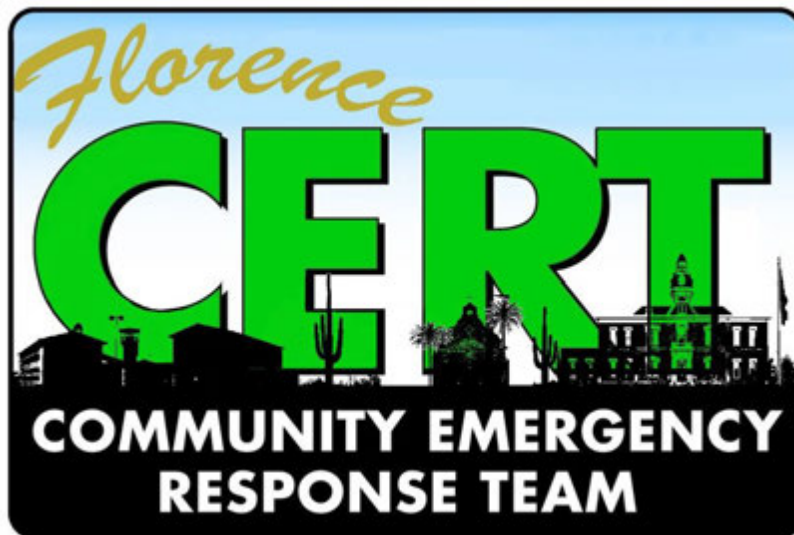
## Special Projects

- Utility Truck Equipment List Being Formulated by FF Adamczyk
- CERT Training complete with 17 completing the course
- Thank you to Maricopa CERT and Barb Elliot for their help and support
- LEPC Meeting attended with request for membership
- SCBA compressor cascade for breathing air installed at station 2 with extension to fill on-board breathing air tank on Ladder 542
- Door open/closing Indicator lights installed at station 2
- Annual Physicals complete for crews with 7 outstanding.
- Working on Staffing Procedure to Integrate Crew Sense Capabilities
- Attended and completed Managing Officers Program classes at National Fire Academy

## Town Committees

- Health and Safety
- Grants
- Timekeeping and paperless review
- Initiatives, rewards, and recognition
- Emergency Communications
- Public Safety Planning Group

## *Public Education and Community Risk Reduction*



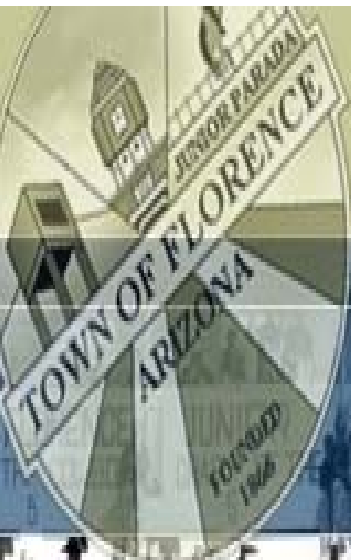
*CERT training took place throughout the month of May*





## *Plans for June*

- The American Leadership Academy has a Public Safety Day event scheduled for June 1<sup>st</sup>.
- The final CERT class is scheduled for June 1<sup>st</sup>.
- A July 4<sup>th</sup> Town of Florence event public safety meeting is scheduled for June 4<sup>th</sup>.
- John Kemp will be on vacation June 4-13
- A full-scale active shooter exercise is scheduled for June 15<sup>th</sup> at the Pinal County Superior Court building.
- A presentation of the CERT Team to Council is scheduled for the June 17<sup>th</sup> Council Meeting.
- A meeting on the annual prison run is scheduled for June 20<sup>th</sup>.
- The GEO 2nd Quarter Community Board Meeting is scheduled for June 20<sup>th</sup>.



# THE HISTORIC TOWN OF FLORENCE *Arizona*



**May 2019**

**FLORENCE POLICE DEPARTMENT**

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**Daniel R. Hughes, Chief of Police**  
425 N. Pinal Street.,  
P.O. Box 988  
Florence, AZ 85132  
Phone: 520-868-7681

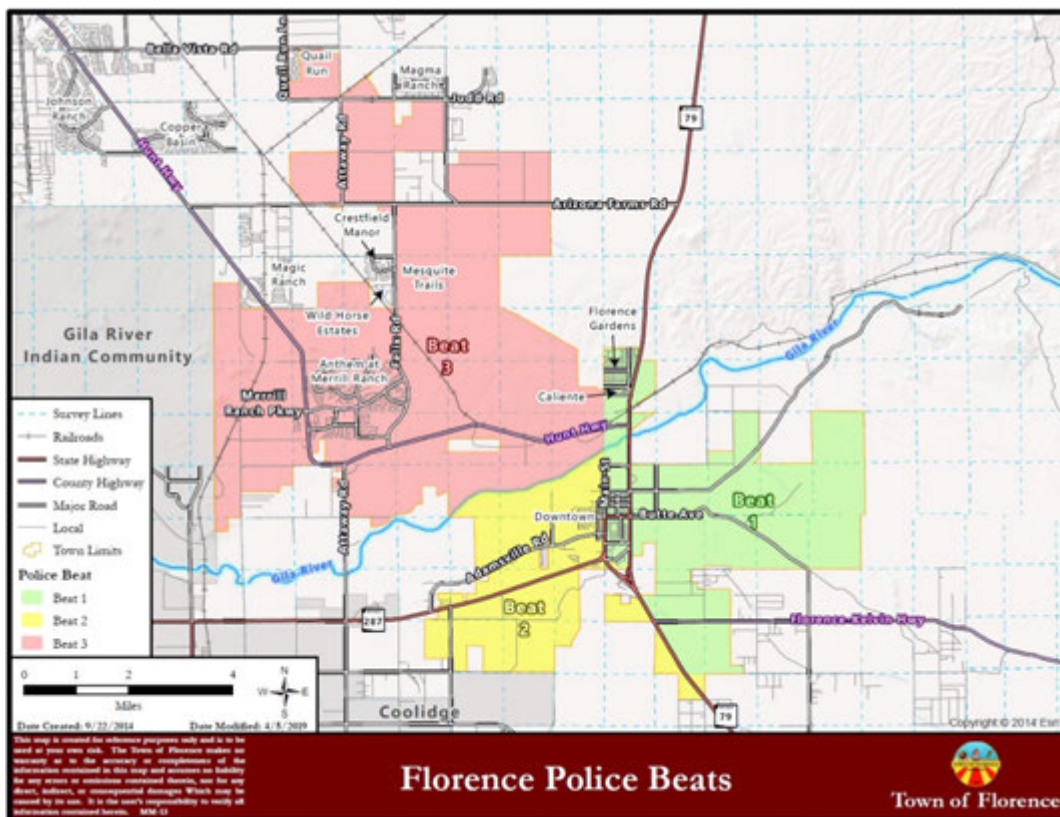


*“The men and women of the Florence Police Department stand firm in our pursuit for justice and public trust. We will stay true to our mission of providing service and safety to our community with honor, respect, and integrity. We are committed to providing fair and equal treatment to those we encounter.”*

# Florence Police Department Monthly Report

May 2019

The information contained in this report outlines significant information and activity within the Florence Police Department (FPD) during the month. 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 to develop plans for improvement to provide the highest level of service.



## PERSONNEL

Employee	Position	Effective
<i><b>New Hire</b></i>		
<b>None</b>		
<i><b>Resignations/Terminations</b></i>		
<b>None</b>		
<i><b>Vacancies</b></i>		
<b>3 Full-time</b>	1 Patrol Supervisor, 3 Officer	Open continuous
<b>1 Full-time</b>	Dispatcher	Open continuous

Twelve applicants entered backgrounds following testing. Seven of the twelve are continuing in the background process, one conditional offer extended to a recruit applicant. Following the conditional offer, we currently have two positions open and one after fiscal year (July). Oral boards and polygraphs scheduled throughout first part of June. Expected to have a final offer and two conditional offers by end of June.

## CHIEF OF POLICE

Chief of Police, Daniel R. Hughes attended the following meetings during the month:

- Town Council Meetings
- Management Team Meetings
- Weekly FPD Administrative Meetings
- Purchasing Committee Meeting
- Fire and Police Communications Meeting
- Alliance to Combat Transnational Threat – Field Area 2 (ACTT FA-1) Planning Meeting
- Pinal County Law Enforcement Association (PCLEA) Meeting

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## ADMINISTRATIVE/SUPPORT SERVICES

The Support Services area includes the following: Communications Division, Evidence and Property, Crime Scene Investigator, Records Division, Departmental Budget/Finances and Public Information-Media.

The Support Services Manager had the following monthly activities:

- Review of guidelines for accreditation
  - Analyze budget for end of year
  - Employee evaluations
  - Audit of inventory of vehicles/kits
  - Review of policies (on-going)
  - Laserfiche project (on-going)
  - Dispatch testing/hiring
  - Preparation of Strategic Plan
  - Preparation of DPS Audit for Communications
  - Preparation of DPS Audit for UCR Reporting
- 

### Communications

The Dispatcher Supervisor had the following monthly activities:

- 1 full-time Dispatcher position vacant
- 2 Dispatchers in training
- Scheduling and testing new applicants
- Revision of draft policies and procedures
- Worked on Superior billing



## Calls for Service

Below is a table that depicts the total calls for service handled by FPD Dispatchers during the month. 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
<b>911 Line</b>	50	6	29	85
<b>Crime Stop Line</b>	0	0	0	0
<b>Officer Report</b>	204	60	152	416
<b>In Person</b>	86	2	10	98
<b>Radio Transmission</b>	3	2	1	6
<b>State TT/NLETS</b>	0	0	0	0
<b>Telephone</b>	170	57	73	300
<b>TOTAL</b>	<b>513</b>	<b>127</b>	<b>265</b>	<b>905</b>

## Average Response Time to Calls for Service

6 Month Reporting Period: December 2018 to May 2019						
	Dec	Jan	Feb	Mar	Apr	May
<b>Priority 1</b>	5:20	5:39	4:50	5:13	4:03	3:24
<b>Priority 2</b>	6:05	6:28	7:12	6:47	5:09	5:50
<b>Priority 3</b>	24:04	5:21	16:30	17:24	22:44	18:47
<b>Priority 4</b>	4:48	None	None	None	8:49	None

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.

## Uniformed Crime Reporting (UCR)

Classification of Offense	Offenses Reported	Unfounded Complaint	Actual Offense	Offenses Cleared	Juvenile Clearance
<b>CRIMINAL HOMICIDE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
a. Murder/Non-Neg Manslaughter	0	0	0	0	0
b. Manslaughter by Negligence	0	0	0	0	0
<b>FORCIBLE RAPE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
a. Rape by Force	0	0	0	0	0
b. Attempt Forcible Rape	0	0	0	0	0
<b>ROBBERY</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
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
<b>ASSAULT</b>	<b>8</b>	<b>0</b>	<b>8</b>	<b>4</b>	<b>0</b>
a. Firearm	0	0	0	0	0
b. Knife or Cutting Instrument	2	0	2	0	0
c. Other Dangerous Weapon	1	0	1	1	0
d. Hands, Fist, Feet, etc.	1	0	1	1	0
e. Other Assaults – Simple	4	0	4	2	0
<b>BURGLARY</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>0</b>
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
<b>LARCENY – THEFT</b>	<b>3</b>	<b>0</b>	<b>3</b>	<b>2</b>	<b>0</b>
<b>MOTOR VEHICLE THEFT</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>0</b>
a. Autos	1	0	1	1	0
b. Trucks	0	0	0	0	0
c. Other Vehicles	0	0	0	0	0
<b>GRAND TOTAL</b>	<b>13</b>	<b>0</b>	<b>13</b>	<b>8</b>	<b>0</b>
Clearance(s) by Adult Arrest	3				
Clearance(s) by Juvenile Arrest	0				

\*\*All data presented in this report is tentative.

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## **Property & Evidence**

During the month, there were 112 envelopes/packages involved in 42 incident cases that were submitted for processing by the Property & Evidence Section. Of the total envelopes/packages:

### **Total evidence items: 73**

Released	Stored	Destroyed	Out to lab
2	68	0	2

### **Total safekeeping items: 29**

Released	Stored	Destroyed	Out to lab
20	8	1	0

### **Total disposal items: 10**

Released	Stored	Destroyed	Out to lab
0	10	0	0

### **Total found items: 0**

Released	Stored	Destroyed	Out to lab
0	0	0	0

### **The items of evidence involved the following crimes:**

- 4 drug incidents
- 3 DUIs

### **Other considerations:**

- The status of the Police Evidence Trust Fund bank account, involving \$5,784.19.
- 19 pending items:
  - 13 are for safekeeping/found property
  - 5 are pending RICO forfeiture/evidence
  - 1 is to be returned to owner, if located
- Request to transfer funds from the trust fund to general fund were sent for the following cases:
  - F060315002 11/20/2008 \$86.00
  - F16120271 6/30/2017 \$12.00
  - F17040251 6/30/2017 \$1.00
  - F18010889 1/19/2018 \$450.00
  - F18020481 2/13/2018 \$14.49
  - F18080162 8/6/2018 \$0.50
- Fingerprints were taken for 47 citizens by the Property & Evidence Section and Police Volunteers this month. The prints included volunteers, employee applicants and private citizens.

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## Operations/Patrol

The Operations/Patrol Division is under the direction of Lt. Terry Tryon.

The Operations Lieutenant attended the following meetings during the month:

- 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

The Professional Standards Section had the following monthly activities:

- No complaints received.
- No internal administrative investigations initiated.
- There were two use of force reports for May.
  - Both use of force reports were for the same incident. The incident involved a domestic violence call involving a mother and her teen daughter. The daughter became disorderly after the mother refused to let her stay with friends. The daughter created a chaotic scene as the younger sibling with autism began acting out from anger and fear. The mother had to pull over at Main St. Park and by the time the officers arrived, both the mother and daughter were hysterical. Both the mother and daughter were handcuffed by officers on scene as well as control holds.

## Criminal Investigations Unit

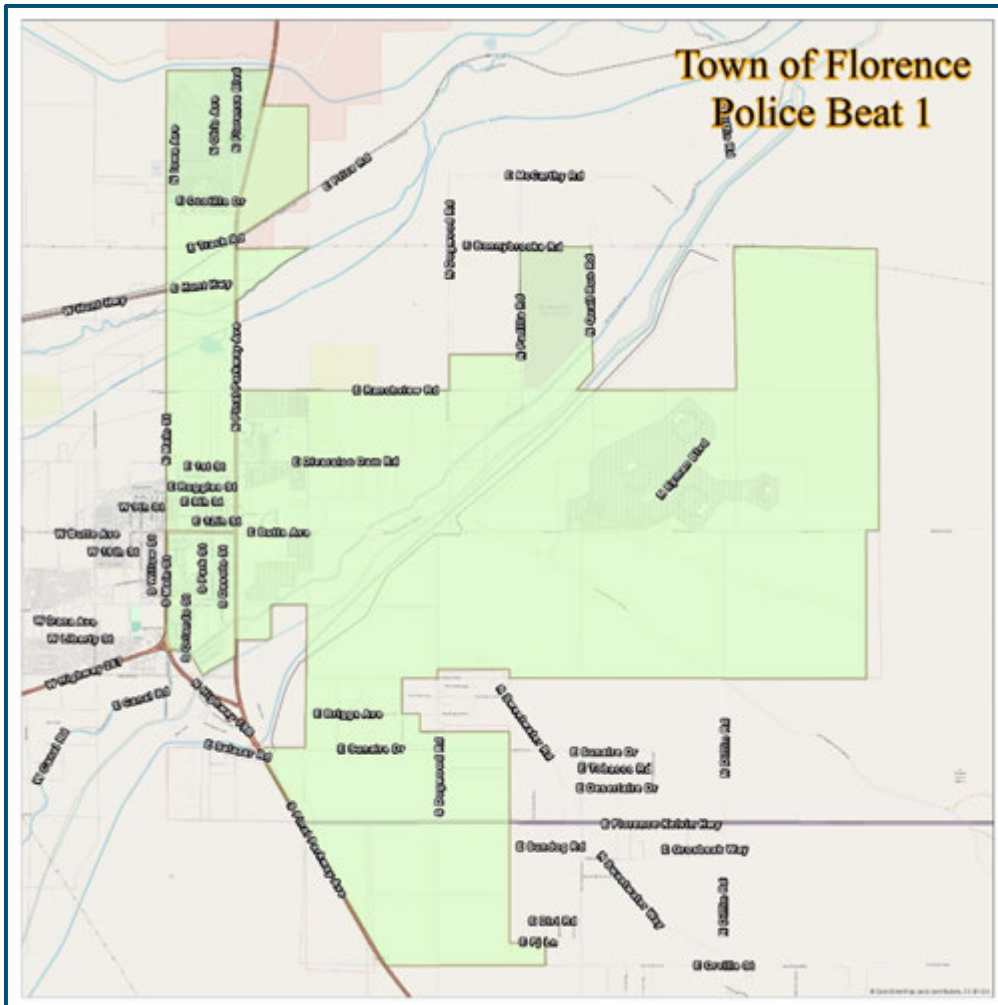
Observed Offense	Assigned Detective	Case Status	Notes
<b># of new cases assigned this month: 10</b>			
<b>Theft</b>	D. Helsdingen	Closed	Assist patrol with investigation. Charges filed
<b>Sex offense (Juvenile)</b>	L. Gaston	Closed	Unfounded
<b>Agency assist</b>	D. Helsdingen	Closed	ATL RAJ female, several court dates attended mother refuses to provide child's location cell phone ping conducted. RAJ is in Florence possible being hidden by family members continued below
<b>Child abuse</b>	L. Gaston	Closed/ TOT	Follow-up on previously report abuse-unfounded TOT DCS
<b>Aggravated assault-Correctional Officer ICE</b>	D. Helsdingen	Closed	ICE detainee assaulted staff & damaged property Arrested subject who was later released. Same subject assaulted more staff to avoid being deported-Assisted ICE with Body Warrant on suspect
<b>Child abuse</b>	L. Gaston	Closed	Criminal Charges Filed, DCS involved
<b>Threatening</b>	D. Helsdingen	Open	Inmate threatening Correction officer gang related
<b>Sex offense (Juvenile)</b>	J. Ballard	Closed	Parents report inappropriate sexual relationship involving their juvenile daughter and an adult make. Juvenile is not willing to assist with investigation parents authorized consensual cell phones were downloaded
<b># of cases carried over into this month: 4</b>			
<b>Hit &amp; run</b>	D. Helsdingen	OPEN	Witness came forward with information-report completed and forwarded Charges to PCA Follow-up investigation completed
<b>Accident with injuries (Hit &amp; run)</b>	D. Helsdingen	Closed	Felony Charges Filed Bench Warrant for suspect
<b>Sex offense</b>	D. Helsdingen	OPEN	Victim returned from California-interviewed completed-workup on suspects sent to DPS Felony

			charges forth coming Confrontation call completed suspect did not disclose
<b>Sexual abuse</b>	D. Helsdingen	Closed	Confidential Felony Charging packet completed, and charges have been approved follow-up investigation continuing/ still waiting on call back from victim letter sent to victim advising status
<b># of joint cases worked this month:</b>			
<b>Observed Offense</b>	<b>Primary/Secondary Detective</b>	<b>Case Status</b>	<b>Notes</b>
<b>Sex offense (Juvenile)</b>	D. Helsdingen/L. Gaston	Closed	Juvenile recording other Juveniles engaged in a sexual act-Juvenile attempted to send video via internet-Juvenile Referral completed
<b>Death investigation</b>	D. Helsdingen/L. Gaston	Open	Suspicious death being investigated waiting on autopsy report
<b>Homicide</b>	D. Helsdingen/L. Gaston	Closed	1 <sup>st</sup> Degree Murder Charges Filed-Prison Case
<b>Sex offense (Juvenile)</b>	L. Gaston/D. Helsdingen	OPEN	Several juvenile female subjects disclosed inappropriate sexual abuse. Recent Grand Jury indictment added 3 more child related offenses
<b>Custodial interference &amp; kidnapping</b>	D. Helsdingen/L. Gaston	OPEN	Continued from above-RAJ located in town returned to DCS. RAJ, sister and a ward of the state absconded from a group home in Avondale. The three juveniles were located in town criminal charges pending on all family members involved.
<b>Narcotics (Prison)</b>	J. Ballard/D. Helsdingen	OPEN	A type of liquid-soaked paper is being mailed into facility to inmates, waiting on DPS to identify whether it is fentanyl or opiate based (two more letters found this month)
<b>Sex assault/sex abuse</b>	L. Gaston/D. Helsdingen	OPEN	Reported long time sexual abuse from Illinois to AZ ending in Florence. Working with LE in Illinois search warrant on residence suspect arrested. Suspect

		rearrested on Agency Assist felony warrant from Illinois. Suspect currently in custody awaiting extradition. Images of Child pornography found on suspect's computer additional charges being filed Evidence returned from PCSO forensics. Detective Gaston reviewing video tapes found on scene.
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Other activity:	
D. Helsdingen	Evidence Review with PCA & Defense Interview
D. Helsdingen	Oral Boards & FA2 Meeting
D. Helsdingen/L. Gaston	Family Court *2
D. Helsdingen	Rescue Task Force Training
D. Helsdingen/L. Gaston	CART Quarterly Meeting Glendale
L. Gaston	Forensic Interviews *4 & Medical Examination
L. Gaston	Autopsy

## **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): 491  
Total number of traffic stops: 145  
Total number of accident reports taken: 1  
Total number of citations issued: 27 for 41 violations  
Total number of DUI: 0

### **Crimes against persons**

Assault: 3  
Sexual assault: 1

### **Property crimes**

Criminal damage: 1  
Theft: 2



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### **Monthly Activities**

Total calls for service were up from last month (491). Person crimes (3) were down from last month (8). Property crimes (3) were remained the same from last month (3). Officers in Beat 1 conducted 78 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 also to provide a presence in the community to help deter additional crimes.

### **Community Involvement and Education**

Officers continued their visits to schools and grounds to prevent and/or detect any crimes. Officers were also assigned to schools to monitor crosswalks and school speed zones when school returned to session.

### **Special Events**

None

### **Upcoming Special Events**

None

### **Significant Calls for Service**

One accident took place on Bowling Road. A female was driving north and stated that she felt lightheaded and veered off the road and struck a power pole. She had her two daughters with her who both sustained minor injuries and were not restrained. The mother was cited accordingly.

Assault was reported that a few 8-year-old males were fighting because one didn't like the other. They were spoken to and situation resolved.

Assault reported at Core Civic on N. Bowling Road reference two different assaults that took place within the month of May. All cases were reviewed and charged accordingly.

Sex Offense reported involving a group of juveniles (11-year old age frame) were found to be making porn movies on a cell phone. Interviews were done and one juvenile was charged with several accounts of distributing obscene material.

Theft - Two subjects were stopped for shoplifting at N. Pinal pkwy. Both subjects just got released from jail. One subject took two beers and a pack of cigarettes valued at \$14.87, the other took 2 packages of Mucinex and a phone charger and charging station valued at \$43.68. Both were arrested and confined at PCSO.

Criminal Damage - This case was a DV issue. A boyfriend and girlfriend got into a verbal dispute. The girlfriend was intoxicated and broke a dish in the house. The parties were separated for the evening.

### **Training**

None



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### **Monthly Activities**

Officers conducted 48 directed patrols of the local business, issuing warning citations for parking violations (6) to include (2) Field Interviews. FPD has been conducting stationary surveillance on various locations to determine narcotic activity. Beat #2 Officers conducted 10 separate investigations regarding suspicious activity.

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**

During the month of May 2019, crime decreased overall within Beat #2. Patrol Officers reporting no foot or bicycle traffic at night and known narcotic locations have been quiet. Beat #2 did see a rise in criminal damage/vandalism due to the multiple tagging's at Heritage Park.

### **Special Events**

Sergeant Campbell; along with five patrolmen, conducted security for Florence High School graduation 2019. During the event, approximately 1500-2000 spectators arrived and departed. FPD did not receive or observe any infractions.

### **Upcoming Special Events**

None

### **Significant Calls for Service**

Vandalism reported at Heritage Park on North Main Street in Florence. FPD took eight calls for service during the month of May for vandalism at the park. During the investigations, the tagging consisted of "Bloods, East side" written in black pen within the men's restroom. As the month of May continued, FPD received information of a juvenile that was observed with a black pen located within the park. Officers arrived on scene and contacted the subject. The subject admitted to multiple graffiti incidents, but stated his friends helped but would not provide names. The juvenile was arrested, processed and long-form charges sent to Pinal County Juvenile Services for review. The cleanup cost of the tagging was valued at \$2000.00.

Field Interview conducted in the area of Butte Avenue and Main Street. During the contact, the male subject had an outstanding warrant issued out of Florence City Court. The male was arrested, processed and booked into Pinal County Sheriff's Office Adult Detention Center without incident.

Parking Violations: Officers continued working parking violations observed within the Town of Florence. FPD observed a gray Buick parked on the sidewalk located in the area of Sycamore and 12<sup>th</sup> Street. FPD issued a verbal warning and placed the placard on the window.

### **Training**

FPD Officers were provided information on local events to including providing them with daily briefings on recent intelligence. Patrol Officers attended free training provided by HIDTA (High Intensity Drug Transportation Administration).



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## Monthly Activities

For the month of May, the total calls for service was 244, compared to 305 in April. A 20 % decrease. No influx of major crime. A total of 68 directed patrols were conducted.

The Juvenile Detention Log was completed as required by state law. The Florence Police department 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. 110,934 vehicles. Average speed was 33 mph. Speed limit is 35 mph. 50,094 were between 33-38 mph, 9,787 were between 39-44 mph, and 797 were 45-50 mph.

Anthem/ Hunt Highway, - The speed sign for westbound traffic. 181,482 vehicles. Average speed was 34 mph. Speed limit is 45 mph. 2540 were between 33-38 mph, 14,042 were between 39-44 mph, and 46,742 were 45-50 mph, 29,661 vehicles were 50 and above.

The portable speed sign #2 is at the PD for charging (may need to replace the battery), and #3 was placed on E. Butte Ave in front of Central Unit for a two-week period.

For the month of May, traffic enforcement in beat three consisted of 132 traffic offenses, with 27 citations, and 36 violations.

## Community Involvement and Education

The Beat 3 Officers continue to look for code enforcement violations and enforced 7 parking violations.

The officers continue to monitor the school zones every morning and afternoon, monitoring traffic, and student pickup and drop-off.

## Special Events

Anthem Triathlon, May 6<sup>th</sup>. Smaller turnout than previous years, but no issues.

## Upcoming Special Events

None

## Significant Calls for Service

W. Estancia Way – A boyfriend and girlfriend got into a verbal argument. No criminal acts occurred.

N. Monticello Dr. – Sometime during the day hours, an unknown person knocked over a grill and moved patio furniture in the victim's backyard. No suspects or witnesses.

N. Balboa Dr. – An unknown person removed two valve stems from the victims 2 right side tires on his 2017 Dodge truck. No suspects or witnesses.

W. Candlewood Way – An unknown person damaged the victims lock on his mailbox. No suspects or witnesses.

All six accidents were minor in nature with no significant injuries. All accidents were in different locations and would not constitute a problem area.

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## Training

Officer uniforms were inspected this month, with no discrepancies noted.

## K-9 Unit

How many officers assigned to K-9 Unit: 1 - K-9 Murphy

Total number of vehicle stops: 26

Total number of K-9 utilizations: 4

Total number of vehicle hand searches: 7

Total amount of narcotic seizures in weight: 2.0 grams

Type of drug:	Narcotics	Weight:	24 grams
Type of drug:	Paraphernalia	# of items:	4 items

## Monthly Activity:

Officer Murphy attended weekly K9 detection along with the Pinal County Sheriff's Office K9 Unit Training Unit. Officer Murphy's service dog Rexo, detected marijuana, cocaine, methamphetamine and heroin without incident. Officer Murphy is certified through the (NCAT) National Canine Audit Tracking Systems using K9 Rexo.

During the month of May 2019, Officer Murphy self-initiated (26) cases which included vehicle stops, field interviews and on-view criminal activity.

Officer Murphy conducted a K9 Demo during an event with multiple spectators. Officer Murphy along with K9 Rexo assisted Florence High School graduation with crowd control. No issues were reported or observed during the event.

Officer Murphy conducted a traffic stop in the area of Attaway and Palmer for excessive speed. During the stop, the odor of marijuana was coming from the vehicle. The driver did not have a valid medical marijuana card and located in the center console was 3.2 grams of marijuana concealed within a cigar. The male driver was issued a citation for possession of marijuana and drug paraphernalia.

Officer Murphy conducted a traffic stop in the area of Safeway in Florence, AZ for expired registration. During the stop the driver appeared nervous and immediately started to smoke a cigarette. The male subject was asked if anything was illegal in the vehicle which he replied marijuana. Located in the center console was 8.8 grams of marijuana and drug paraphernalia. The driver was cited for possession of marijuana and drug paraphernalia due to not having a valid medical marijuana card.

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## **Volunteers**

The Florence Volunteers put in a total of 173.50 hours for the month. There was a total of 8 volunteers that donated their time this month. The Victim Services Unit was not utilized 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 was one 3511 hearing this month, conducted by a volunteer. The vehicles were released to their respective owners and tow companies, and a total of \$150.00 was collected for fees.

## **Grants**

- Completed Quarterly Reports for GOHS and AZDOHS-RAC funding.
- Officer Palmer worked event in town and set up car seat inspections and install for GOHS grant.

The following are statistics reported to GOHS for both special events and sustained (regular) activity:

Total citations for the month: 101

Total traffic contacts for the month: 529

Type of Citation	Total Number of Citations
Civil traffic	89
Criminal traffic	6
DUI	2
DUI drugs	0
Other (CT, CR, CV)	6

2 DUI Citations not counted in monthly totals while citation is pending. Once lab work is completed and received indicating blood alcohol and/or drug intoxication levels, the DUI cites will be processed.

## **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: 55 for 79 violations

## **Directed Patrol**

The Police Department conducted 194 directed patrols during the month. 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 pro-active patrol in high crime areas has decreased crimes.

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## ACCOMPLISHMENTS/COMMENDATIONS/KUDOS



**A special “THANK YOU” to  
Chaplain Kevin McGinnis for being  
a valued member of our team.  
We wish him good luck and  
success as he moves to Hawaii.**



**And, this picture shows how much we  
truly care about each other at the PD.  
We are family!**





# TOWN OF FLORENCE

## PUBLIC WORKS DEPARTMENT

444 N. Warner Street

Florence, AZ 85132

Office: 520-868-7614

FAX: 520-868-7546

# MEMO

**MEETING DATE:** July 1, 2019

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

**SUBJECT:** Staff Report

### Cemetery Division:

#### **Monthly Activity**

- Inquiries – 7
- Burials - 4
- Lots Sold – 0
- Spaces – 0

### Engineering Division:

#### **APS Solar Covered Parking**

- Submitted Library/Community Center design proposal for FY'19 consideration
- Would allow APS to construct a 108-space car covered parking area, roof being made of solar panels. Approximate kW yield is 270 Kw
- Funding for FY '19 exhausted, but still in que for FY '20

#### **Cuen Building – Pre Demolition**

- Purchased by Tom and Lynn Smith

#### **CFD Feasibility**

- Wilson & Company – ON CALL Engineers

#### **Cox Irrigation Ditch**

- Final design modified from original EPS design spec to meet land user inputs
- NRCS (National Resource Conservation Service) provided survey
- Dennis Bagnall to provide ditch and access road grading
- Hunter Ditch Lining to provide concrete ditch lining services
- Awaiting go / no-go status from Management

#### **Anthem at Merrill Ranch**

- Felix Road (west half, from RR Tracks to Hunt Highway) Letter of Acceptance issued, Letter of Warrant Release (LWR) to follow

### **Florence Hospital Drainage**

- 6/21/19 No updates

### **SCIDD Canal Sunrise Estates**

- Approximately 700 cubic yards of soil acquired from FUDS baseball field project and placed on Langley 3 property for use as backfill
- 6/20/19 Shane Lindstrom requesting meeting to discuss way forward, suggest week of July 1 to July 8 to schedule meeting with Salas, Billingsley and Collins

### **CIP T-60 - E. 1st Street Pavement (HURF Bond)**

- Asphalt paving scheduled to start Thursday 6/26 – finish Saturday 6/29

## **Facilities Maintenance:**

### **Brunenkant**

- F/A and circuits for transmitter – In Process – parts back-ordered

### **Community Development**

- HVAC - Complete

### **Public Works Building**

- Fire Suppression System - Complete
- Fleet skylights – Complete
- Heaters – Complete
- Fleet vehicle lift - Complete

### **Town Hall**

- French Drain – Complete
- Patch & Paint – Complete
- Carpeting – Chambers – Complete
- Window Seals – Complete
- Lighting Retrofit – Complete
- Flooring – In Process 5/22/19
- Roof Repairs - Centimark – Authorized 3/20/19 pending schedule

### **Senior Center**

- Electrical Drop – Complete
- Flooring – In Process 6/3/19
- Overhang repair estimated approximately- \$5000 - Pending

### **Safety Walkthroughs**

- Southwest Risk & Town staff completed on 1/10/19, Departments are currently working on addressing identified issues – On Going

### **Community Services Building / Library**

- Art Display Hangers – Complete
- Roof Warranty Work - Complete

### **Fire Station #1**

- Touch up painting
  - Hallway, restroom 1111 and kitchen - Pending
- Flooring – In Process 5/28/19
- Electrical – Heli Pad - Complete

### **Fire Station #2**

- Repair Bay Door Damage – Completed
- Compressor Circuits – In Process
- Door Safety Lighting - Completed

### **Fitness Center**

- Roof – Completed
- Electrical Panel – Complete
- Fire Alarm – Complete
- Ceiling work – paint – waiting to schedule
- Flooring – In Process 5/28/19

### **Police Department**

- Roof - ADMIN – Complete
- Generator Circuits – ADMIN – Complete
- Dog Door Replacement - Complete

### **IT Building**

- Roof Repairs– Complete

### **Silver King**

- Egress Improvement Formal Bid Solicitation – Bid up for discussion for funding
- Deck – In Process –
  - West deck has been removed
  - Concrete – scheduled 1<sup>st</sup> week in June
  - Handrails are being modified for replacement
- Paint – In Process

### **McFarland**

- Fire panel – Completed

### **North Wastewater Treatment Plant**

- Window A/C Unit Replacement – Complete
- Ceiling Repairs – Roof Leak - Complete

### **South Wastewater Treatment Plant**

- Lighting Retrofit – Complete
- HVAC - Complete

### **Total Concept**

- Adobe Repairs – Complete

**Fleet Services:**

**Monthly Work Orders**

- Preventative Maintenance (PM's) – 12
- Other Services – 28
- Generator Services - 13
- Total vehicles serviced – 53

**Streets (HURF) Division:**

**Roads**

- Felix Road – Type III Microseal from Arizona Farms Road to Heritage Rd.; Microseal and temporary striping complete, thermoplastic striping to follow
- Felix Road – Type II Microseal from Hunt Highway to the railroad tracks; Microseal and temporary striping complete, thermoplastic striping to follow
- Hunt Highway – Type II Microseal from Franklin Road south to the curve; Microseal of the northbound lanes are complete
- Arizona Farms Road. – Asphalt overlay; Project under way.

**Water Division:**

**SCADA Upgrade**

- To coordinate between well sites
- Fill tanks at night for energy savings
- Need operational plans and programming
- New server installed

**WELL WATER LEVELS (IN FEET) – 2019 – YTD Average = 231'**

Well #	Well ID	JAN	FEB	MAR	APR	MAY	JUN
1	ADWR - 55-610432	205	204	205	205	203	203
2B	ADWR - 55-610433	N/A	N/A	N/A	N/A	N/A	N/A
3B	ADWR - 55-215446	219	218	218	218	225	226
4	ADWR - 55-619533	N/A	N/A	N/A	N/A	220	220
5	ADWR - 55-619534	277	282	274	281	265	242
<b>MONTHLY AVERAGE</b>		<b>234</b>	<b>235</b>	<b>232</b>	<b>235</b>	<b>228</b>	<b>223</b>

**Wastewater Division:**

**North Wastewater Treatment Plant**

- Round sheets have been updated to add specificity and create additionally accountability for the wastewater operators
- Town has started to purchase some of the equipment required to re-build the drive mechanism and flights for the upper and lower clarifiers
- Additional piping to add operational flexibility to the plant

## **South Wastewater Treatment Plant**

- Evaluating alternative decanter solutions
- Evaluating different dissolved oxygen solutions

## **Sanitation:**

### **RAD Service Orders**

- Town 65 pickups of bulk trash
- Florence Gardens 24 pickups of bulk trash
- Anthem had 119 pickups of bulk trash

## **Capital Improvement Projects:**

### **CIP GG-25 - Silver King Balcony Repairs**

- Motley Design Group –egress designs - Complete
  - Electric
  - Fire suppression
  - Door hardware
- Budgetary figures for repairs and deck surface have been received with exception of optional budgetary figures for stamped/colored concrete for west deck
- 4.25.2019 – Advertised Formal Bid

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

- ADOT Traffic study is complete
- Met with ADOT to discuss project options
- ADOT is using CMAR Process, Contractor selected, but designer has not been selected

### **CIP GG-29 – Territory Square Expansion – Phase 1**

- Extend 8" waterline within Main Street @ Town Hall
- Funds not available until FY 19/20
- Confirmed on budget 19/20

### **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 SU-06 – Wastewater Main Extensions & Replacements**

- Budget is to allow for unplanned repairs
- Currently – no scheduled projects

### **CIP SU-13 – Wastewater Main Extension (Main Interceptor / Lift Station) NORTH**

- Bar Screen and Compactor on order as of 10/19/18
- Delivered and installed – testing on-going

### **CIP SU-20 – Recharge Facility**

- Council approved on 1/7/2019
- Notice to Proceed sent to Scholz Contracting and Jayco (Earth Moving)

- Project started 1/22/2019
- 2/14/19 Earthwork COMPLETED by Jayco
- 4/23/19 Scholz Piping started
- All piping to be completed by June 30
- SCADA programming to be complete in July

**CIP SU-83 – SCADA Tie-Ins – Wastewater Controls**

- SOW provided 9/13/18
- As of 3/4/19 – Under review, searching for alternatives
- 6/21/19 no update

**CIP SU-84 – Wastewater System Preservation**

- Pro Tec started cleaning – Completed for FY 18/19

**CIP SU-85 - Recharge Permitting & Design**

- Completed

**CIP SU-88 – SWWTP Expansion Headworks**

- 10/19/18 – Construction documents to be submitted
- Meeting with Engineering consultant and town – plans review - Complete
- Plan revisions necessary

**CIP SU-89 – WWTP Compliance / Permitting Equipment**

- Complete for FY

**CIP SU-90 – SWWTP Improvement Modifications**

- Complete

**CIP T-12 – Butte Avenue Bridge Replacement**

- 11/9 Certified letter to all utilities
- On-going – Feasibility Study
- Trying to find funding sources

**CIP T-14 – Roundabout / Intersection Improvement SR 79B & SR287**

- MAG close out funds
- Design concept report completed
- (JPA) Joint Project Agreement - Council approved 5/20/2019

**CIP T-28 – Hunt Highway Fire Station #2 Traffic Signal / Turn Lane**

- 1<sup>st</sup> Phase design completed & reviewed
- 11/7/18 – Bid Tab approved to complete the next stage – Lee Engineering \$10,925
- Design Complete
- Awaiting CFD Feasibility report to be completed

**CIP T-41 – Pinal Street Drainage (aka Main Street Butte to Ruggles Ditch)**

- Formal bidding process followed

- Notice to Proceed and project started by T Y Lin
- Design underway
- 

**CIP T-60 - E. 1st Street Pavement (HURF Bond)**

- Milling Complete
- Soil Cement completed
- Aggregate Base Course constructed
- Paving to be completed late June early July

**CIP WU-23 - 2B Outfitting**

- Approved by Council on 11/5/2018 – Coolidge Engine & Pump
- Completed

**CIP WU-25 – Water Line Relocation**

- Relocate 12” water line outside of INS property
- Funds not available until FY 22/23

**CIP WU-38 - Water Line Replacements**

- Westland Resources to complete design, ADEQ permitting, utility location and construction documents
- 8” Water Line Extension (Elizabeth – Virginia – Orlando) – JOC Contract with Pine/Strawberry – Apache Underground
- To be completed by May 15, 2019
- Project completed

**CIP WU-74 – Transmission Line & Pressure Zones**

- Report on feasibility of project and pump curves
- Project still being scoped
- Alternatives being evaluated

**CIP WU-83 – Downtown 12” Loop (CBDG)**

- Phase 1, 2a, 2b and 3a are completed
- Phase 3b is being advertised for construction – tentatively scheduled for July 1, 2019

**CIP WU-84 – Well #4 Pump Inspection and Rebuild**

- KP Ventures – Completed

**CIP WU-85 – Hydrant Replacement**

- Replace aging fire hydrants
- Cooperative utilized for parts, Council approved on 5/21/2018
- Work being completed in-house
- Project is on-going

**CIP WU-86 – 8” Line Extension (410 feet) Willow to High School**

- 7/1/2018 – Project ON HOLD until 3<sup>rd</sup> quarter FY 18/19
- 6/21/19 No update

**CIP WU-87 – Line Extension on Adamsville Road (Quartz to 79B)**

- 9/18/18 Project COMPLETED – line was extended to hydrant

**CIP WU-88 – Well Preservation (Well #5)**

- Work has started, brush bail & video complete