

TOWN OF FLORENCE

REGULAR MEETING ***AMENDED*** AGENDA

Mayor Tara Walter
Vice-Mayor John Anderson
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 1st and 3rd Mondays

Monday, October 5, 2020

6:00 PM

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the Town of Florence Council and to the general public that a Regular Meeting of the Florence Town Council will be held on Monday, October 5, 2020, at 6:00 p.m., in the Florence Town Council Chambers, located at 775 N. Main Street, Florence, Arizona.

SPECIAL NOTICE REGARDING PUBLIC MEETINGS

Due to the risks to public health caused by the possible spread of the COVID-19 virus at public gatherings, the Town of Florence has determined that public meetings will be indefinitely held through technological means. Meetings will be open to the public through technological means. In reliance on, and in compliance with, the March 13, 2020 Opinion issued by Attorney General Mark Brnovich, and in conjunction with the Emergency Proclamation signed by Mayor Tara Walter, on March 18, 2020. The Town of Florence provides this special advance notice of the technological means through which public meetings may be accessed. While this special notice is in effect, public comment at meetings will only be accepted through written submissions, which may or may not be read aloud during meetings.

To attend the meeting noticed below by technological means, members of the public may:

1. *Watch Live:*

[YouTube Live](#)
[FlorenceAZ.gov/tv](#)
Locally on Cox TV Channel 11

2. *Join virtually using the link below:*

[Join via ZOOM](#)

Notice is hereby given that the public may alternatively attend the public meeting in-person in the Florence Town Hall Council Chambers, located at 775 N. Main Street, Florence, Arizona.

3. *To call in and listen, please dial:*

Telephone: (346) 248 7799 or (669) 900 6833

Webinar ID: 852 9253 5328

Passcode: 166636

Members of the public may submit written comments relating to this meeting to Town Clerk Lisa Garcia by emailing lisa.garcia@florenceaz.gov at any time until one hour prior to the posted start time for the meeting. Please be sure to include your name and address for the record as well as the meeting date (and Agenda Item #, if applicable) in the subject of your email.

If any member of the public has difficulty connecting to the meeting, they are invited to contact the Town of Florence Information Technology Helpdesk at (520) 868-7543.

The agenda for this meeting is as follows:

1. CALL TO ORDER

2. ROLL CALL: Tara Walter, John Anderson, 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. PUBLIC HEARING AND PRESENTATIONS

- a. **Public Hearing on a Major** General Plan Amendment, requested by Grinder Sports Group, Inc., with permission by the property owner, Guardian Angel Holdings, LLC, to amend the Town of Florence's 2020 General Plan to change the land use designation on approximately 357 acres from Low and Medium Density Residential (LDR and MDR) and Community Commercial (CC) to a new category of Sports Oriented Mixed-Use) for property located at the southeast corner of Judd and Felix Roads (Project Area 1) and at the southeast corner of Felix Road and the extension of Bella Vista Road (Project Area 2) and for Discussion/Approval/Disapproval of Resolution No. 1746-20: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY ARIZONA, APPROVING A MAJOR GENERAL PLAN AMENDMENT FOR CASE PZC-20-21-MGPA. (Larry Harmer)
- b. **Proclamation declaring** October 2020 as Light Town Hall Purple for Domestic Violence Awareness Month. (Mayor Walter)
- c. **Proclamation declaring** October 4 – 10, 2020 as Fire Prevention Week. (David Strayer)

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

- a. **Resolution No. 1751-20:** Adoption of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AUTHORIZING THE TOWN TO ACCEPT TRIBAL GAMING FUNDS FROM THE GILA RIVER INDIAN COMMUNITY IN THE AMOUNT OF \$49,549 FOR MOBILE DATA COMPUTERS. (Jennifer Evans)
- b. **Resolution No. 1752-20:** Adoption of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, SUPPORTING APPLICATION TO THE GILA RIVER INDIAN COMMUNITY ON BEHALF OF THE PINAL COUNTY HISTORICAL SOCIETY IN THE AMOUNT OF \$7,200. (Jennifer Evans)
- c. **Approval of the Lease** Agreement between the Town of Florence, and the Bureau of Land Management, for 200 acres located around Poston Butte. (Hezekiah Allen)
- d. **Approval to accept** FFY 2020 Homeland Security Grant Program Subrecipient Agreement 200306-01, from Arizona Department of Homeland Security, in the amount of \$42,180 for the Florence Public Safety Interoperable Communications Project. (Bruce Walls)
- e. **Approval of the eight** Returning Strong Grant applications received thus far, in the amount of \$39,800.51. (Ben Bitter)
- f. **Approval of accepting** the register of demands ending August 31, 2020, in the amount of \$1,512,618.99. (Rebecca Jimenez)

8. NEW BUSINESS

- a. **Discussion/Approval/Disapproval** of a contract with Holbrook Asphalt, LLC, to clean, prepare and install HA5 high density mineral bond advanced performance pavement preservation treatment for CIP T-69 – Pavement Preservation, in an amount not to exceed \$293,466.89 (\$255,188.60, plus a 15% contingency of \$38,278.29). (Chris Salas)

9. MANAGER'S REPORT

10. DEPARTMENT REPORTS

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

11. CALL TO THE PUBLIC

12. CALL TO THE COUNCIL – CURRENT EVENTS ONLY

13. 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:

- i. Consultation, discussion and update on the MODUS Development Agreement.
- ii. Consultation, discussion and update on the Grinders Sports Group Development Agreement.
- iii. Consultation, discussion and possible contract negotiations and update related to contracts involving the Merrill Ranch project.
- iv. Consultation, discussion and possible contract negotiations related to the proposed Magma Ranch 3 project.
- v. Consultation, discussion and update related to the Mesquite Trails project.
- vi. Consultation, discussion and possible contract negotiations and update related to the Northwest corner of Hunt Highway and Merrill Ranch Parkway.
- vii. Consultation, discussion, negotiations and update related to Southwest Environmental Utilities.

14. ADJOURNMENT FROM EXECUTIVE SESSION

15. ADJOURNMENT

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

POSTED ON **OCTOBER 2, 2020, BY MARIA HERNANDEZ, DEPUTY TOWN CLERK, AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA, AND AT WWW.FLORENCEAZ.GOV.**

*****PURSUANT TO TITLE II OF THE AMERICANS WITH DISABILITIES ACT (ADA), THE TOWN OF FLORENCE DOES NOT DISCRIMINATE ON THE BASIS OF DISABILITY REGARDING ADMISSION TO PUBLIC MEETINGS. PERSONS WITH A DISABILITY MAY REQUEST REASONABLE ACCOMMODATIONS BY CONTACTING THE TOWN OF FLORENCE ADA COORDINATOR, AT (520) 868-7574 OR 711 TDD. REQUESTS SHOULD BE MADE AS EARLY AS POSSIBLE TO ALLOW TIME TO ARRANGE THE ACCOMMODATION.*****

*****AMENDED*****

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 6a.
MEETING DATE: October 5, 2020 DEPARTMENT: Community Development STAFF PRESENTER: Larry Harmer Interim Community Development Director SUBJECT: Resolution No. 1746-20: Grinders Sports Group, Inc. Major General Plan Amendment PZ-20-21		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input checked="" type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input checked="" type="checkbox"/> Community Vitality <input checked="" type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnerships and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Public Safety <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Motion to adopt Resolution No. 1746-20: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY ARIZONA, APPROVING A MAJOR GENERAL PLAN AMENDMENT FOR CASE PZC-20-21-MGPA.

The request is for a Major General Plan Amendment that assigns Sports Oriented Mixed-Use land use designation to Assessor Parcel Numbers 210-44-0020, 210-44-0040, 210-39-0050, 210-39-0060, and 210-39-0080 and establishes language for Sports Oriented Mixed-Use as a Land Use Category in the Town of Florence 2020 General Plan.

BACKGROUND/DISCUSSION:

Request:

An application by Grinder Sports Group, Inc., with permission by the property owner, Guardian Angel Holdings, LLC, for a Major General Plan Amendment (MGPA) to the Town's 2020 General Plan Future Land Use Map to change the land use designation on approximately 357 acres from Low and Medium Density Residential (LDR and MDR) and Community Commercial (CC) to a new category of Sports Oriented Mixed-Use). This change would facilitate a subsequent zoning amendment on the site. The properties involved in this MGPA lie generally at the southeast corner of Judd and Felix Roads

(Project Area 1) and at the southeast corner of Felix Road and the extension of Bella Vista Road (Project Area 2).

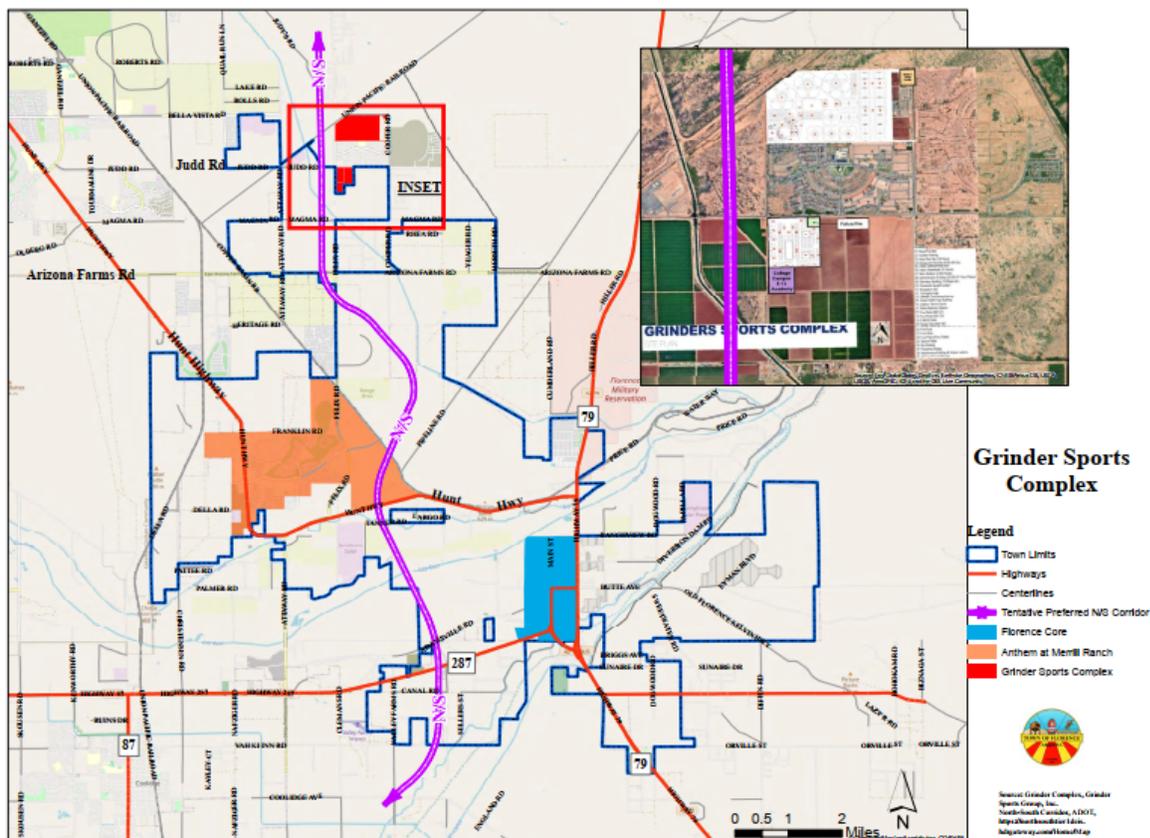
The intent of this Major General Plan Amendment is to amend the land use designation on the noted properties to allow for the potential development of a commercial-recreation facility that would include a variety of recreational and ancillary uses. A summary of potential uses presented by the applicant includes:

- Fifteen Collegiate/Professional Sized Baseball Fields with fixed seating
- One Collegiate/Professional Sized Baseball Stadium (up to 5,000 seats)
- Fifteen Softball/Youth Baseball Sized Fields with fixed seating
- One Softball/Youth Baseball Sized Stadium (up to 1,500 seats)
- MLB style walk-out dugouts
- Twenty Collegiate Sized Soccer/Multi-Use Fields with fixed seating
- One Collegiate Sized Soccer/Multi-Use Stadium with Competition Track (up to 5,000 seats)
- Ten tennis courts and a stadium
- Pickleball facilities
- Approx. 180,000 sf Field House to include:
 - Twelve Collegiate Size Basketball courts - Each transformable into two (2) Volleyball courts
 - One Collegiate Size "Stadium Court" for Basketball and Volleyball
 - Fitness Center for Athletic Performance as well as Adult Fitness
 - Ten tennis courts and stadium
 - Cheerleading
 - Pickleball facility
 - Food Court and Restaurants
 - Executive offices and suites
 - eSports Arena
 - Rehabilitation Center/ Physical Therapy Center
- Team/Player Housing
- Satellite College Campus
- Charter School Campus
- Family Entertainment Center:
 - Miniature Golf Courses
 - E-Sports Venue
 - Bowling Alley
 - Movie Theatre
 - Go Cart Tracks
 - Race Car Simulators
 - Sports Simulators
 - Paint Ball Venues
 - Beach Volleyball Area
- Hospitality Area:
 - Hotels

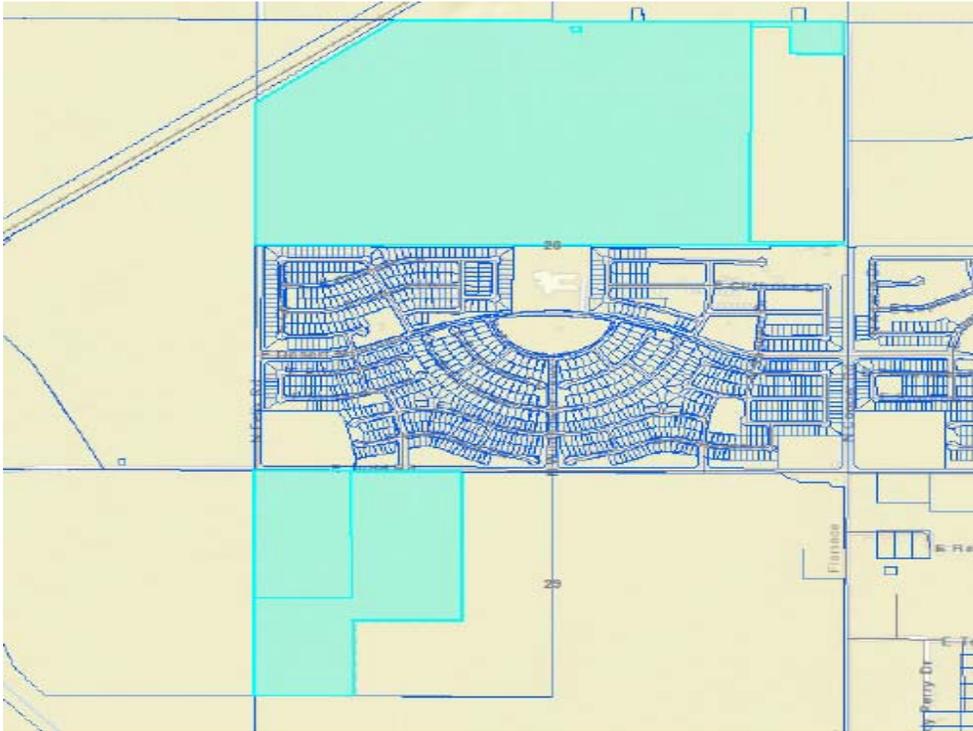
- Restaurants
- Office Space
- Retail Space
- Residential Element
 - Student Housing
- Police Sub-Station in collaboration with the Town and County
- Firehouse in collaboration with the Town and County
- Water Facility in collaboration with the Town and County
- Sewage Treatment Facility in collaboration with the Town & County

The applicant is also moving forward with annexation of all properties included in this Major General Plan Amendment. Once annexed, the closest comparable Town zoning to that enjoyed in Pinal County will be assigned to the properties. The applicant will subsequently pursue rezoning the properties to a zoning classification that is supported its new General Plan designation, likely Planned Unit Development (PUD). In addition, the applicant is currently working with the Town in preparing a Development Agreement that defines the development responsibilities of the applicant and the Town that would allow for the development to move forward.

LOCATION MAP



The properties contained within this application are noted below in green:



A more detailed Area Map is attached to this report
The conceptual layout of the proposed development is noted below:



The 2020 General Plan does not currently have a defined category for a commercial-recreation facility. As such, this application will also establish the criteria necessary to establish said designation and it will be incorporated into the General Plan Update that is currently underway. The suggested language for this new designation follows:

Sports Oriented Mixed-Use (SOMU)

The Sports Oriented Mixed Use District (SOMU) is established to provide a unique set of land uses and design criteria for a defined geographic portion of the Town, with a specific emphasis on providing multiple sport venue opportunities for people of all ages, both permanent residents and visitors. To maximize the opportunity to provide the assortment of extended-stay activities, amenities, and services necessary for residents and visitors to this sport anchored area, multiple types of land uses must be coordinated in close proximity. The SOMU District shall incorporate spaces for indoor and outdoor recreation, transitory housing, employment opportunities, higher learning, shopping, and dining along with permanent residences and associated daily living services placed in – both traditional and compact – pedestrian-friendly neighborhoods.

Provision shall be made for various modes of transportation. Development should allow residents and visitors to navigate many of their daily routines and desired destinations via bicycle or walking, but these residents and visitors will still likely choose to have access to a personal vehicle. Thus, multi-modal transportation accessibility and ease of connection to the district and the various uses within shall also be a central element.

The SOMU District includes cohesive development that is substantially different from existing development elsewhere in Florence. This District should take on a separate ambiance and appearance that creates an authentic character. The architecture of buildings, the streetlights, benches, street trees, signs, public art and related public infrastructure, and the physical layout of streets and public spaces should all interact in creating a one-of-a-kind atmosphere. These design elements combine to create a quality of place that promotes long-term sustainable neighborhoods.

Analysis:

When the Planning and Zoning Commission and Town Council are considering an amendment to the General Plan, the applicant must justify the need for Major Amendment to the General Plan through a series of questions (Items within “quotes” are directly from the applicants response to questions contained in the application):

1. Why is the current land use/circulation classification not suitable?

“The current General Plan Land Use/Circulation classification is for a mix of Low-Medium Density Residential, Commercial and Office, which is incompatible with the commercial and residential mixed-use development proposed by this project. Specifically, the current classification would not allow for the development of the Grinders Sports Complex and all

related facilities such as hotels, restaurants, movie theaters, and other consumer establishments.”

This proposal does not suggest any changes to the overall circulation system of the Florence General Plan.

The land use designations on surrounding properties are as follows:

Project Area 1:

- North: Medium Density Residential and Community Commercial
- South: Medium Density Residential
- East: Medium Density Residential
- West: Low Density Residential and potential North-South Freeway Corridor

Project Area 2:

- North: High Density Residential and Community Commercial
- South: Medium Density Residential
- East: Medium Density Residential and Community Commercial
- West: High Density Residential, Employment/Light Industrial, Community Commercial, and potential North-South Freeway Corridor

2. Does the proposal conform with land use goals?

- a. Support the goals and policies of the General Plan; and**
- b. Conform to the proposed range of land uses, densities, and intensity of uses, hierarchy of transportation systems; and**
- c. Avoid creation of isolated uses that will cause incompatible community form and a burden on services and circulation systems?**

“The proposal conforms with land use goals of the Town of Florence and County of Pinal to develop much-needed infrastructure and public recreational space to serve the greater community. This development would enhance the water, waste, energy, commercial, and recreational infrastructure of the community. The proposed land uses are not incompatible with the community and will only serve to augment existing services while creating new services in areas of need. On the contrary, the proposed changes to land use will support the demographics of the area and the goals of the town and county in developing infrastructure and amenities to support the demand for amenities.”

3. What unique physical characteristics of the site present opportunities or constraints for the development under the existing classification?

“The development is supported by access via public highways and other major access points such as international airports. The site has access to high quality water sources and existing drainage infrastructure. The site is within the service area for SRP and a nearby SRP substation will minimize the distance for electrical infrastructure. Currently there is insufficient water and waste infrastructure to support the proposed development. We address this issue in detail in Question 4.”

“We will participate with the Town of Florence to expand water, waste, and energy infrastructure capacity, which will also have the added benefit of serving nearby areas and reduce the strain on their current infrastructure.”

4. What is the ability and capacity of the water and sewer system to accommodate development that may occur as a result of the General Plan Amendment without system extensions or improvements?

“The development will require both water and sewer system extensions and improvements. New capacity will have to be developed for both water and sewer. We will work with the town to improve the existing water wells and make them suitable for the development.”

“We will work closely with staff members from the Town of Florence and County of Pinal on the feasibility of these improvements and as to what actions would be required to achieve these goals. We will incorporate all advice and counsel into the planned development such that the capacity and quality of the systems, in addition to fully satisfying the needs of the project, the water and waste improvements can support existing and future development in the area.”

“This will have the effect of relieving demand on existing infrastructure and enable future development to incorporate the new infrastructure, increasing the economic viability of future projects, thereby making the infrastructure into a net-positive contribution over time.”

“Grinders is committed to working with the town and county to build out this water, waste, and energy infrastructure.”

5. What is the ability of existing police and fire department personnel to provide adequate emergency services according to acceptable response standards set by the community?

“Grinders has held preliminary discussions with the town and county to discuss the demand the demand for police and fire services that will be created by the new development. We are committed to work with the town and county to work together to develop and construct a fire station and police substation. While it is reasonable to expect

that the development itself will create demand for fire and police services, the construction of new facilities with the input of the respective departments will augment the capabilities of the departments and reduce the existing strain on demand for police and fire services to the community, rendering the impact of the project on such services as a net-zero or net-positive.”

6. What is the ability of the proposed public and private open space, recreation, schools, and library facilities to meet the projected demand of future development without reducing services below community standards?

“The Grinders Sports Complex will greatly enhance the State of Arizona, County of Pinal and the Town of Florence with its various entertainment, sports, recreation, hospitality and professional services. The facility will help to eliminate the shortage of outdoor and indoor sports/recreation venues for the local community, schools, the town and county. The outdoor fields will create open space areas for recreational activities and provide health and fitness programs for the citizens.”

“The local school districts will reap the benefits of high-quality sports and recreation facilities. In addition to the health and fitness aspects of the complex, the proposed Health and Rehabilitation services will provide immediate medical services to meet the needs of not only the athletes but also to the citizens of Florence and Pinal County.”

“In summary, the current community services are inadequate to meet the current demand. The development will greatly increase the town and county’s ability to meet current and future demand for recreational facilities for children and adults as well as provide medical services to the area.”

7. What is the proposed fiscal impact of future development based on evaluation of projected revenues and the additional cost of providing public facilities and services to accommodate projected increases or decrease in population and development that could occur as a result of the General Plan amendment?

“The Grinders Sports Complex will have a positive and healthy economic impact on the State of Arizona, County of Pinal and the Town of Florence with the programs and events scheduled for the venue. The economic development will grow substantially in the first five years of its existence as the project establishes itself as a world-class facility. These events and programs will provide a destination location for players, and families to travel to from the entire country.”

“The project is primarily a commercial development though it will incorporate some residential units. The development will offset the following negative impacts on:

- a) Schools by lowering the net housing rooftop count, reducing the residential population of the area, and building new school facilities as part of the development.
- b) Traffic by building out additional roadways and expanding capacity to lessen the impact on current streets.

- c) Safety by constructing a new fire station and police substation and lessening demand for services. A recreational complex has different needs than residential units.
- d) Energy by incorporating the use of solar panels.
- e) Air quality by incorporating large-scale green landscaping including natural grass and tree planting.”

“The development will also create the following positive impacts:

- a) Creating a high volume of sales tax revenue from multiple diversified revenue streams (e.g. hotels, a family entertainment district, sports and entertainment events at large venues, school facilities, and a medical facility) that will provide for economic stimulus and growth.
- b) Creating jobs in the hospitality, construction, service, and professional industries.
- c) Accentuate the town and county’s master plans for existing parks and trails (e.g. Active Transportation General Plan) by adding new hiking trails and bike-friendly transportation infrastructure.
- d) Satisfy pent-up demand for recreational facilities.
- e) Drive tourism and outside investment to the area, benefiting businesses downstream from the development (e.g. gas stations, restaurants, grocers, other small businesses.)”

“Grinders will be a “One Stop Shop” satisfying the community’s demand for amenities while also serving as an economic growth engine for the entire area. The project fits into the master plan with growth and development of infrastructure in the area as well as the residential growth. The fiscal impact will also include the direct creation of over 2,000 jobs for the area, as well as countless new opportunities that will flock to the region and area as a result of the continuous traffic flood to the area driven by the sports complex.”

8. How will the proposed amendment affect the ability of the community to sustain the physical and cultural resources, including air quality, water quality, energy, natural and human-made resources necessary to meet the demands of present and future residents?

“The Grinders Sports Complex will increase the need in the local area for growth with streets and highways to handle the demand of attending events at the complex. The added visitor traffic will catalyze the local economy and encourage countless large, chain, and new businesses to invest in the community to meet the expanding demand. These new businesses will fill and expand the needs of the current and future residents for essential needs such as housing, grocery and essential shopping, and new schools to meet the increasing population.”

Grinders Sports Group has already made a point of emphasis to include a CO2 impact analysis as a part of the full traffic study that is to be completed. Air quality is a vital reason so many residents have chosen to settle here in Arizona and why so many other continue to migrate into our communities year after year. To address the CO2 impact,

Grinders will plant a large number of long-life trees and natural grass among other green landscaping within and around the athletic facilities of the property and golf course. This will create an aesthetically pleasing impact on the skyline for our neighbors and ensure the complex has a net positive emissions impact to our valuable air quality.”

“The complex has also addressed the demand for water and sewage with retention ponds and an on-site water treatment plant in addition to utilizing existing infrastructure serving the current site. The development will also expand infrastructure to meet current and future demand.” *Of particular note is Grinders intent to use artificial turf on 100% of the baseball and softball fields and all but 2 of the soccer/multi-use fields.*

“Grinders will incorporate solar panels to supplement energy generation. The facilities will utilize quality-controlled lighting to minimize bleeding of ambient light and maintain the atmosphere of Arizona nights. The complex will be serviced by electric vehicles where possible, including for public transit.”

“The facilities will incorporate green building and recycling programs to increase sustainability of the construction and lessen the impact on the environment.”

9. What changes, if any, in Federal or State Laws or policies substantiate the proposed amendment?

“Current plans such as the Active Transportation General Plan recently passed by the Town of Florence Council substantiate the proposed amendment in that the project will accentuate and accelerate the goals of the plans to develop recreational public space, create economic growth and jobs, and maintain the natural and human resources of the area.”

Findings:

- The Sports Oriented Mixed-Use district (SOMU) designation has been identified for suitable areas within the Town’s Planning Area;
- The properties in the area should be affected in a positive way by this General Plan Amendment as the amendment may encourage additional market base for employment and for retail goods and services;
- The proposed Major General Plan Amendment follows the goals, objectives, and strategies of the Town’s 2020 General Plan; and
- A public notification effort has occurred for this Major General Plan Amendment and staff notes that there have been few comments made on the proposed amendment.

Public Participation:

The Town has reached out to all Town citizens and other property owners through a public participation process that included:

- Property Posting (Sign) – Notices of Public Hearing for a Major General Plan Amendment were posted on the properties;
- Advertisements were placed in the local Town newspaper;
- Two public hearings with the Planning and Zoning Commission; and
- One Public Hearing with the Town Council.

Planning and Zoning Commission Recommendation:

After considering public comments, the Town of Florence Planning and Zoning Commission voted to recommend approval of this application at its meeting of September 3, 2020 by a 4-0 vote.

A VOTE OF NO WOULD MEAN:

The Major General Plan Amendment PZ-20-21 and Resolution No. 1746-20 are not adopted.

A VOTE OF YES WOULD MEAN:

The Major General Plan Amendment PZ-20-21 and Resolution No. 1746-20 are adopted.

FINANCIAL IMPACT:

This is difficult to quantify. The successful development of this, or a similar, project would, however, provide construction jobs as well as future full and part-time employment. Additionally, the retail/commercial portions, when developed, would be a source of sales tax to the Town.

ATTACHMENTS:

- Resolution No. 1746-20
- Major General Plan Amendment Application for Grinders Sports Group, Inc.
- Location Map

RESOLUTION NO. 1746-20

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY ARIZONA, APPROVING A MAJOR GENERAL PLAN AMENDMENT FOR CASE PZC-20-21-MGPA.

WHEREAS, a Major General Plan Amendment application has been submitted to the Town of Florence proposing changes to the 2020 General Plan by creating and defining a new Sports Oriented Mixed-Use (SOMU) land use category and amending the Future Land Use Map to assign this category to Assessor Parcel Numbers 210-44-0020, 210-44-0040, 210-39-0050, 210-39-0060, and 210-39-0080; and

WHEREAS, the SOMU Land Use Overlay is proposed to be applied to the Future Land Use Map to an area of currently identified as Low-Medium Density Residential, Commercial and Office; and

WHEREAS, a significant public participation process, including the holding of two public hearings of the Town of Florence Planning and Zoning Commission and one Public Hearing held by the Town Council, has been followed; and

WHEREAS, the Planning and Zoning Commission of the Town of Florence has considered all public comments made at the public hearings and has forward to the Town Council a unanimous favorable recommendation on this application; and

WHEREAS, the application has been considered by the Mayor and Council and the Major General Plan Amendment has been found to: be appropriate; be consistent with the goals, objectives and strategies of the Town's General Plan; have a positive impact on the overall balance and mixture of land uses in the Town's General Plan; be consistent with good planning principles and the Town's vision; be beneficial for the Town's orderly growth; and be favorable to the general welfare, health and safety of the public. Thus, a determination has been made that the Major General Plan Amendment should be approved.

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

The Mayor and Council of the Town of Florence, Arizona, approve the Major General Plan Amendment request PZ-20-21, subject to the following (underline signifies new text):

1. This Major General Plan Amendment (MGPA) application proposes to amend the 2020 General Plan to include a new Sports Oriented Mixed-Use (SOMU) designation within the Land Use Overlay Areas section of the Land Use Element defined as follows:

Sports Oriented Mixed-Use (SOMU)

The Sports Oriented Mixed Use District (SOMU) is established to provide a unique set of land uses and design criteria for a defined geographic portion of the Town, with a specific emphasis on providing multiple sport venue opportunities for people of all ages, including for permanent residents and visitors alike. To maximize the opportunity to provide the assortment of extended-stay activities, amenities, and services necessary for residents and visitors to this sport anchored area, multiple types of land uses must be coordinated in close proximity. The SOMU District shall incorporate spaces for indoor and outdoor recreation, transitory housing, employment opportunities, higher learning, shopping, and dining along with permanent family residences and associated daily living services and amenities placed in – both traditional and compact – pedestrian-friendly neighborhoods.

Provision shall be made for various modes of transportation. Development should allow residents and visitors to navigate many of their daily routines and desired destinations via bicycle or walking, but these residents and visitors will still likely choose to have access to a personal vehicle. Thus, multi-modal transportation accessibility and ease of connection to the district and the various uses within shall also be a central element.

The SOMU District includes cohesive development that is substantially different from existing development elsewhere in Florence. This District should take on a separate ambiance and appearance that creates an authentic character. The architecture of buildings, the streetlights, benches, street trees, signs, public art and related public infrastructure, and the physical layout of streets and public spaces should all interact in creating a one-of-a-kind atmosphere. These design elements combine to create a quality place that promotes long-term sustainable neighborhoods.

2. Sports Oriented Mixed-Use (SOMU) shall be applied to the Town of Florence 2020 General Plan Future Land Use Map for Assessor Parcel Numbers 210-44-0020, 210-44-0040, 210-39-0050, 210-39-0060, and 210-39-0080.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Florence, Arizona, this 5th day of October 2020.

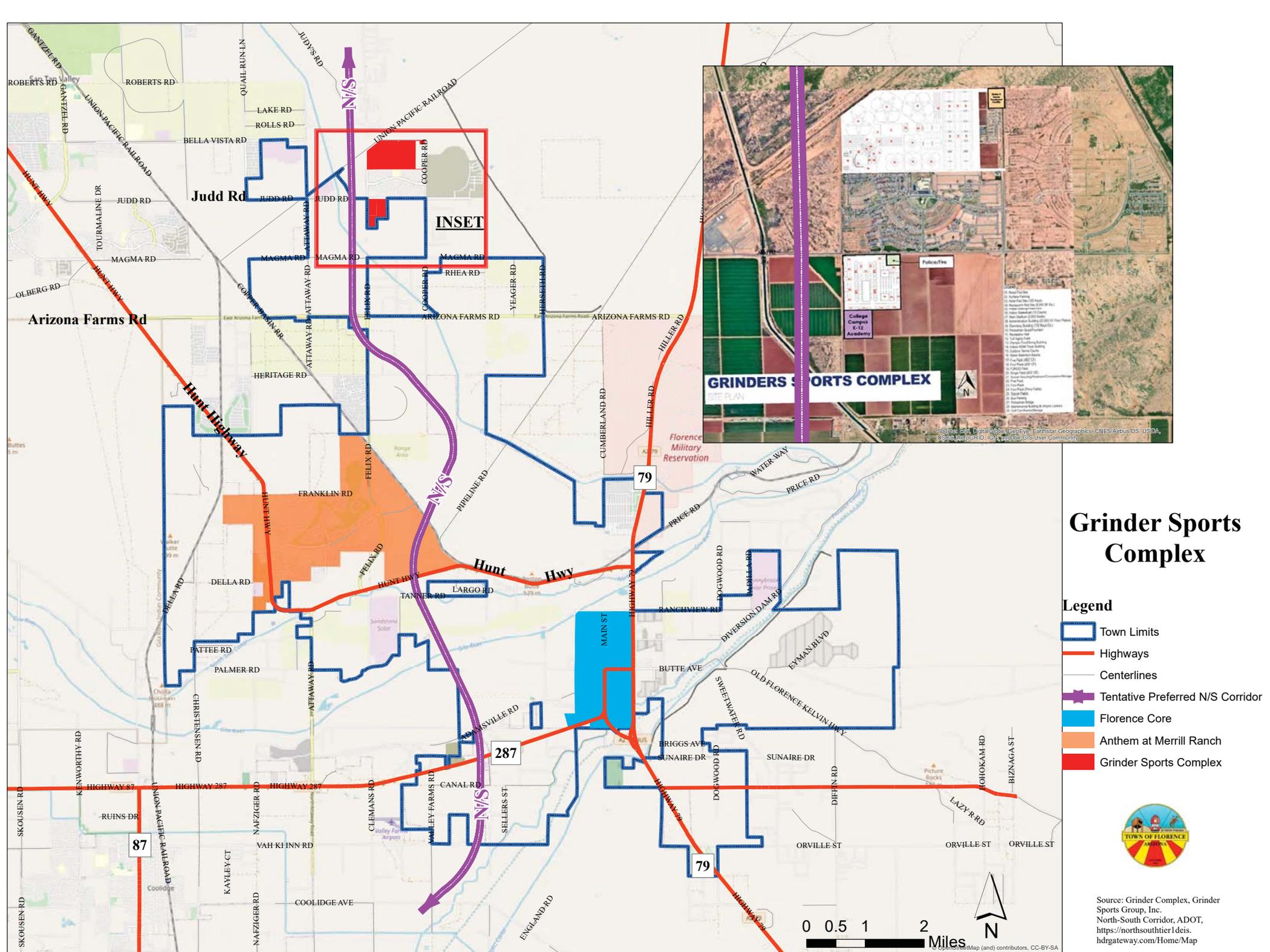
Tara Walter, Mayor

ATTEST:

APPROVED AS TO FORM

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney



Grinder Sports Complex

- Legend**
- Town Limits
 - Highways
 - Centerlines
 - Tentative Preferred N/S Corridor
 - Florence Core
 - Anthem at Merrill Ranch
 - Grinder Sports Complex



Source: Grinder Complex, Grinder Sports Group, Inc.
 North-South Corridor, ADOT,
<https://northsouthier1.deis.hdrgateway.com/Home/Map>

0 0.5 1 2 Miles



© 2024 Map (and) contributors, CC-BY-SA

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 6b.
MEETING DATE: October 5, 2020 DEPARTMENT: Administration STAFF PRESENTER: Mayor Tara Walter SUBJECT: Domestic Violence Proclamation		<input type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1 st Reading <input type="checkbox"/> 2 nd Reading <input checked="" type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input checked="" type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnerships and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Public Safety <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Proclaim October 2020 as Domestic Violence Month.

BACKGROUND/DISCUSSION:

On October 1, 2020, in recognition of Domestic Violence Awareness Month, Governor Ducey, lit the State Capitol purple and launched the 6th annual *Lighting Arizona Purple* campaign. The campaign was developed to raise statewide awareness and provide important information to domestic violence victims.

With domestic violence on the rise, it is important to face the difficult issue, raise awareness and publicize the services available to those who are experiencing domestic violence.

During the month of October, victim-advocate groups, centers, service workers, and many other organizations come together to connect those who work to end violence, to celebrate those who have survived and mourn those who have died because of domestic violence.

A VOTE OF NO WOULD MEAN:

Not applicable

A VOTE OF YES WOULD MEAN:

Not applicable

FINANCIAL IMPACT:

None

ATTACHMENTS:

Proclamation

Proclamation

LIGHT TOWN HALL PURPLE FOR DOMESTIC VIOLENCE AWARENESS MONTH

WHEREAS, Domestic violence is a pervasive problem that affects one in four women and one in seven men in Arizona, and stands in direct opposition to our No. 1 priority of protecting Arizona families and communities; and

WHEREAS, In Arizona, every 36 minutes an officer responds to a domestic violence incident with a child present and every 19 minutes an arrest is made. These numbers are tragic because domestic violence impacts our families, communities, schools, and workplaces on a daily basis; and

WHEREAS, This is an issue that affects all ages, races, religions, socioeconomic backgrounds and education levels; and ending violence in the home, at work, and in the community requires vigilance and dedication from every part of our society. We all have a responsibility to know the signs, to help the victimized and vulnerable and to speak out against it whenever we can; and

WHEREAS, during the month of October, victim-advocate groups, centers, service workers, and many other organizations come together to connect those who work to end violence, to celebrate those who have survived and mourn those who have died because of domestic violence; and

WHEREAS, on October 1, 2020, Governor Ducey will light the State Capital purple as a symbol of Arizona's dedication to ending domestic violence and launched the month-long Lighting Arizona Purple Campaign. Governor Douglas A. Ducey encourages Arizonans to stand with him as we send the unwavering message that domestic violence can stop and invites everyone to join in this effort by lighting their homes purple; and

WHEREAS, Domestic Violence Awareness Month is an opportunity to stand with domestic violence survivors, to celebrate the progress made in combating these crimes, and to recommit to reducing domestic violence in their communities.

NOW THEREFORE, I, Tara Walter, Mayor of the Town of Florence, Arizona, by virtue of the authority vested in me, do hereby proclaim and declare October 2020 as "**DOMESTIC VIOLENCE AWARENESS MONTH**" and in support of this worthy cause, will have Town hall lit purple throughout the month of October 2020 and do hereby call upon all the citizens to light their homes purple in support of this effort.

In witness thereof, I hereby set my hand and affix the Official Seal of the Town of Florence, Arizona, this 5th day of October 2020.

Tara Walter, Mayor

ATTEST:

Maria Hernandez
Deputy Town Clerk



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 6c.

MEETING DATE: October 5, 2020

DEPARTMENT: Fire Department

STAFF PRESENTER: David Strayer, Fire Chief

SUBJECT: 2020 Fire Prevention Week Proclamation

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

STRATEGIC PLAN REFERENCE:

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

RECOMMENDED MOTION/ACTION:

Proclaim October 4 – 10, 2020 as Fire Prevention Week.

BACKGROUND/DISCUSSION:

In a fire, mere seconds can mean the difference between a safe escape and a tragedy. Fire safety isn't just for school children. Teenagers, adults, and the elderly are also at risk in fires, making it important for every member of the community to take some time every October during Fire Prevention Week to make sure they understand how to stay safe in case of a fire. The purpose of the Proclamation is to promote fire safety and community risk reduction in the Town of Florence.

A VOTE OF NO WOULD MEAN:

Not applicable

A VOTE OF YES WOULD MEAN:

Not applicable

FINANCIAL IMPACT:

None

ATTACHMENTS:

2020 NFPA Fire Prevention Week Proclamation

Proclamation

FIRE PREVENTION WEEK OCTOBER 4 - 10, 2020

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

WHEREAS, Fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, Home fires killed more than 2,630 people in the United States in 2017, according to the National Fire Protection Association® (NFPA®), and fire departments in the United States responded to 357,000 home fires; and

WHEREAS, Cooking is the leading cause of home fires in the United States where fire departments responded to more than 173,200 annually between 2013 and 2017; and

WHEREAS, Two of every five home fires start in the kitchen with 31% of these fires resulting from unattended cooking; and

WHEREAS, More than half of reported non-fatal home cooking fire injuries occurred when the victims tried to fight the fire themselves; and

WHEREAS, Children under five face a higher risk of non-fire burns associated with cooking than being burned in a cooking fire; and

WHEREAS, Florence's residents should stay in the kitchen when frying food on the stovetop, keep a three-foot kid-free zone around cooking areas and keep anything that can catch fire away from stove tops; and

WHEREAS, Residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, Working smoke alarms cut the risk of dying in reported home fires in half; and

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

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

WHEREAS, The 2020 Fire Prevention Week theme™, “Serve Up Fire Safety in the Kitchen!!” effectively serves to remind us to stay alert and use caution when cooking to reduce the risk of kitchen fires.

NOW THEREFORE, I, Tara Walter, Mayor of Florence, Arizona, do hereby proclaim October 4-10, 2020, as Fire Prevention Week throughout this Town, and I urge all the people of Florence by checking their kitchens for fire hazards and using safe cooking practices during Fire Prevention Week 2020, and to support the many public safety activities and efforts of Florence fire and emergency services.

Dated this 5th day of October 2020.

Tara Walter, Mayor

ATTEST:

Maria Hernandez,
Deputy Town Clerk

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7a.
MEETING DATE: October 5, 2020 DEPARTMENT: Administration STAFF PRESENTER: Jennifer Evans, Management Analyst SUBJECT: Resolution No. 1751-20: to accept Grant Funds Recommended for Award from the Gila River Indian Community		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input checked="" type="checkbox"/> Community Vitality <input 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"/> Public Safety <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Motion to adopt Resolution No. 1751-20: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AUTHORIZING THE TOWN TO ACCEPT TRIBAL GAMING FUNDS FROM THE GILA RIVER INDIAN COMMUNITY IN THE AMOUNT OF \$49,549 FOR MOBILE DATA COMPUTERS.

BACKGROUND/DISCUSSION:

The Gila River Indian Community (GRIC) may award tribal gaming funds to the Town of Florence during its 2020 grant cycle. The Fire Department has applied for \$49,549 in grant funding to purchase 10 mobile data computers. The grant application has been recommended for award by GRIC staff. Before the grant application is presented to the GRIC Community Council for final approval, GRIC requires a resolution from the municipality to acknowledge its willingness to accept the gaming funds for the specified use. The resolution states the Town’s acceptance of the grant funds to purchase mobile data computers for the Fire Department.

A VOTE OF NO WOULD MEAN:

The Town will not accept gaming funds from GRIC.

A VOTE OF YES WOULD MEAN:

The Town of Florence will accept gaming funds from GRIC.

FINANCIAL IMPACT:

The Gila River Indian Community may award \$49,549 to the Town of Florence for the purchase of mobile data computers. There is no match required.

ATTACHMENTS:

Resolution No. 1751-20

RESOLUTION NO. 1751-20

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AUTHORIZING THE TOWN TO ACCEPT TRIBAL GAMING FUNDS FROM THE GILA RIVER INDIAN COMMUNITY IN THE AMOUNT OF \$49,549 FOR MOBILE DATA COMPUTERS.

WHEREAS, the Gila River Indian Community has reviewed applications for the distribution of gaming revenues through their State Shared Revenue Program; and

WHEREAS, the Town of Florence requests funding from the Gila River Indian Community for Fire Department Mobile Data Computers; and

WHEREAS, the Town of Florence Fire Department is dedicated to promoting public safety for its citizens and local businesses.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Florence, Arizona, that funds will be accepted from the Gila River Indian Community for Shared Revenue Funds in the amount of \$49,549.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Florence, Arizona, this 5th day of October 2020.

Tara Walter, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

I, the undersigned, being the duly appointed and qualified Town Clerk of the Town of Florence, certify that the foregoing Resolution No. 1751-20 is a true, correct and accurate copy as passed and adopted at a regular meeting of the Florence Town Council, held on the 5th day of October, 2020 at which a quorum was present and voted in favor of said Resolution No. 1751-20.

Lisa Garcia, Town Clerk

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7b.
MEETING DATE: October 5, 2020 DEPARTMENT: Administration STAFF PRESENTER: Jennifer Evans, Management Analyst SUBJECT: Resolution No. 1752-20: to accept funds on behalf of the Pinal County Historical Society for an Award From the Gila River Indian Community.		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input checked="" type="checkbox"/> Community Vitality <input 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"/> Public Safety <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Motion to adopt Resolution No. 1752-20: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, SUPPORTING APPLICATION TO THE GILA RIVER INDIAN COMMUNITY ON BEHALF OF THE PINAL COUNTY HISTORICAL SOCIETY IN THE AMOUNT OF \$7,200.

BACKGROUND/DISCUSSION:

The Gila River Indian Community (GRIC) may award tribal gaming funds to the Pinal County Historical Society during its 2020 grant cycle. The GRIC Grant Program prohibits non-profit agencies from receiving direct grant awards and requires the funds to be passed through a municipality. The Pinal County Historical Society requests the Town of Florence receive the funds on their behalf in the amount of \$7,200. These funds will be used to upgrade the security and fire alarm systems in the museum. The Town will receive the funds from GRIC and issue a check to the Pinal County Historical Society.

A VOTE OF NO WOULD MEAN:

The Town will not accept gaming funds from GRIC on behalf of the Pinal County Historical Society.

A VOTE OF YES WOULD MEAN:

The Town of Florence will accept gaming funds from GRIC on behalf of the Pinal County Historical Society.

FINANCIAL IMPACT:

None

ATTACHMENTS:

Resolution No. 1752-20

RESOLUTION NO. 1752-20

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, SUPPORTING APPLICATION TO THE GILA RIVER INDIAN COMMUNITY ON BEHALF OF THE PINAL COUNTY HISTORICAL SOCIETY IN THE AMOUNT OF \$7,200.

WHEREAS, the Gila River Indian Community is accepting applications for the distribution of gaming revenues through their State Shared Revenue Program; and

WHEREAS, the Town of Florence wishes to sponsor an application for the Pinal County Historical Society, which seeks funding to upgrade the security and fire alarm systems in their museum; and

WHEREAS, the Town of Florence wishes to assist organizations such as the Pinal County Historical Society, which is dedicated to collecting, preserving, interpreting, and disseminating relevant and historical materials about the southwest and especially Florence; and

WHEREAS, the citizens of the Town of Florence will realize the benefit of this preservation effort because it will enhance the quality of life in the community.

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

Support for the Pinal County Historical Society application to the Gila River Indian Community for \$7,200. in Shared Revenue Funds is granted.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Florence, Arizona, this 5th day of October 2020.

Tara Walter, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

I, the undersigned, being the duly appointed and qualified Town Clerk of the Town of Florence, certify that the foregoing Resolution No. 1752-20 is a true, correct and accurate copy as passed and adopted at a regular meeting of the Florence Town Council, held on the 5th day of October, 2020 at which a quorum was present and voted in favor of said Resolution No. 1752-20.

Lisa Garcia, Town Clerk

	<h2>TOWN OF FLORENCE COUNCIL ACTION FORM</h2>	<h3><u>AGENDA ITEM</u> 7c.</h3>
<p>MEETING DATE: October 5, 2020</p> <p>DEPARTMENT: Community Services</p> <p>STAFF PRESENTER: Hezekiah Allen Community Services Director</p> <p>SUBJECT: Poston Butte Preserve Lease Agreement</p>		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
<p>STRATEGIC PLAN REFERENCE:</p> <p><input checked="" type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance</p> <p><input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure</p> <p><input type="checkbox"/> Public Service <input type="checkbox"/> Statutory <input type="checkbox"/> None</p>		

RECOMMENDED MOTION/ACTION:

Approve the Lease Agreement between the Town of Florence, and the Bureau of Land Management, for 200 acres located around Poston Butte.

BACKGROUND/DISCUSSION:

Poston Butte is the approximately 153-acre parcel acquired from the Bureau of Land Management (BLM) through the Recreation and Public Purposes Act. The original patent was given to the Pinal County Historical Society in 1964. The patent, with BLM approval, was transferred from the Pinal County Historical Society to the Town of Florence in 2006.

The Town applied for an additional 200 acres from BLM adjacent to the original patented land to expand for recreational use. The primary use would be open space trails and passive programming for outdoor recreation, along with a restroom/classroom building and vehicular parking for approximately 100 vehicles.

The Lease Agreement (PA) is a legal document that outlines the land being leased, and certain criteria outlined by legislation (Recreation and Public Purposes Act), information contained in the Programmatic Agreement and the Historic Preservation Treatment Plan, the latter two were previously authorized by Council.

A VOTE OF NO WOULD MEAN:

A vote no would void the current Lease Agreement on the table provided by the Bureau of Land Management and preclude the Town from leasing 200 acres around Poston Butte.

A VOTE OF YES WOULD MEAN:

The Town would lease 200 acres adjoining to the Towns current 153 acres creating a 353-acre historic and natural preserve.

FINANCIAL IMPACT:

Eventually the Town will need to phase in improvement projects consisting of trails, restrooms, and amenities. For which, funding could be obtained through grants and capital budgeting.

ATTACHMENTS:

Poston Butte R&PP Lease
Exhibit A Civil Rights Stipulations
Exhibit B Additional Terms and Conditions
Proposed Activities

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial Number

RECREATION OR PUBLIC PURPOSES LEASE

Act of June 14, 1926, as amended (43 U.S.C. 869 *et. seq.*)

This lease entered into on this _____ day of _____, 20____, by the United States of America, the lessor, through the authorized officer of the Bureau of Land Management, and _____

_____ hereinafter called the lessee, pursuant and subject to the terms and provisions of the Recreation and Public Purposes Act and to all reasonable regulations of the Secretary of the Interior now or hereafter in force when not inconsistent with any express and specific provisions herein, which are made a part hereof,

WITNESSETH:

Sec. 1. The lessor, in consideration of the rents to be paid and the conditions to be observed as hereinafter set forth, does hereby grant and lease to the lessee the right and privilege of using for the purposes hereinafter set forth in the following-described lands:

containing _____ acres, together with the right to construct and maintain thereon all buildings or other improvements necessary for such use for a period of _____ years, the rental to be \$ _____ per annum. If, at the expiration date of the lease the authorized officer shall determine that the lease may be renewed, the lessee herein will be accorded the privilege of renewal upon such terms as may be fixed by the lessor. The lessee may use the premises for _____

Sec. 2. There are reserved to the United States all mineral deposits in said lands, together with the right to mine and remove the same under applicable laws and regulations to be established by the Secretary of the Interior.

Sec. 3. The lessor reserves the right of entry, or use, by _____

(a) any authorized person, upon the leased area and into the buildings constructed thereon for the purpose of inspection;

(b) Federal agents and game wardens upon the leased area on official business;

(c) the United States, its permittees and licensees, to mine and remove the mineral deposits referred to in Sec. 2, above.

Sec. 4. In consideration of the foregoing, the lessee hereby agrees:

(a) To improve and manage the leased area in accordance with the plan of development and management designated as _____

and approved by an authorized officer on _____ or any modification thereof hereinafter approved by an authorized officer, and to maintain all improvements, during the term of this lease, in a reasonably good state of repair.

(b) To pay the lessor the annual rental above set forth in advance during the continuance of this lease.

(c) Not to allow the use of the lands for unlawful purposes or for any purpose not specified in this lease unless consented to under its terms: not to prohibit or restrict, directly or indirectly, or permit its agents, employees, contractors (*including, without limitation, lessees, sub-lessees, and permittees*), to prohibit or restrict the use of any part of the leased premises or any of the facilities thereon by any person because of such person's race, creed, color, sex, or national origin.

(d) Not to assign this lease or to change the use of the land without first receiving the consent of the authorized officer of the Bureau of Land Management.

(e) That this lease may be terminated after due notice to the lessee upon a finding by the authorized officer that the lessee had failed to comply with the terms of the lease; or has failed to use the leased lands for the purposes specified in this lease for a period of _____ consecutive years; or that all or part of the lands is being devoted to some other use not consented to by the authorized officer; or that the lessee has not complied with his development and management plans referred to in subsection 4(a).

(f) That upon the termination of this lease by expiration, surrender, or cancellation thereof, the lessee, shall surrender possession of the premises to the United States in good condition and shall comply with such provisions and conditions respecting the removal of the improvements of and equipment on the property as may be made by an authorized officer.

(g) To take such reasonable steps as may be needed to protect the surface of the leased area and the natural resources and improvements thereon.

(h) Not to cut timber on the leased area without prior permission of, or in violation of the provisions and conditions made by an authorized officer.

(i) That nothing contained in this lease shall restrict the acquisition, granting, or use of permits or rights-of-way under existing laws by an authorized Federal officer.

Sec. 5. *Equal Opportunity Clause.* Lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

Sec. 6. *Equal Access Clause.* Lessee shall comply with all provisions of the American Disabilities Act of July 26, 1990 the Architectural Barriers Act of 1968 and Section 504 of the Rehabilitation Act of 1973, as amended. These Acts require that programs and public facilities constructed or renovated be accessible to and usable by persons with disabilities.

Sec. 7. The lessee may surrender this lease or any part thereof by filing a written relinquishment in the appropriate BLM office. The relinquishment shall be subject to the payment of all accrued rentals and to the continued obligation of the lessee to place the lands in condition for relinquishment in accordance with the applicable lease terms in subsections 4(f) and 4(g) and the appropriate regulations.

Sec. 8. The lessee further agrees to comply with and be bound by those additional terms and conditions identified as

and which are made a part hereof.

Sec. 9. No Member of, or Delegate to, the Congress, or Resident Commissioner, after his election or appointment, and either before or after he has qualified, and during his continuance in office, and no officer, agent, or employee of the Department of the Interior, except as otherwise provided in 43 CFR, Part 7, shall be admitted to any share or part of this lease, or derive any benefit that may arise there from, and the provisions of Title 18 U.S.C. Sections 431—433, relating to contracts, enter into and form a part of this lease, so far as the same may be applicable.

FOR EXECUTION BY LESSEE

THE UNITED STATES OF AMERICA

IN WITNESS WHEREOF:

(Signature of Lessee's Authorized Officer)

By _____
(Authorized Officer)

(Signature of Witness)

(Title)

(Date)

(Date)

EXHIBIT A

Civil Rights of 1964 Stipulations

The lease of the herein described lands is subject to the following reservations, conditions, and limitations:

- (1) Town of Florence or its successor in interest shall comply with and shall not violate any of the terms or provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 241), and requirements of the regulations, as modified or amended, of the Secretary of the Interior issued pursuant thereto (43 CRF 17) for the period that the lands leased herein are used for the purpose for which the grant was made pursuant to the act cited above, or for another purpose involving the provision of similar services or benefits.
- (2) If Town of Florence or its successor in interest does not comply with terms or provisions of Title VI of the Civil Rights Act of 1964, and the requirements imposed by the Department of the Interior issued pursuant to that title, during the period during which the property described herein is used for the purpose for which the lease was made pursuant to the act cited above, or for another purpose involving the provision of similar services or benefits, the Secretary of the Interior or his delegate may declare the terms of this lease terminated in whole or in part.
- (3) Town of Florence, by acceptance of this lease, agrees for itself or its successors in interest that a declaration of termination in whole or in part of this lease shall, at the option of the Secretary or his delegate, operate to revert in the United States full title to the lands involved in the declaration.
- (4) The United States shall have the right to seek judicial enforcement of the requirements of Title VI of the Civil Rights Act of 1964, and the terms and conditions of the regulations, as modified or amended, of the Secretary of the Interior issued pursuant to said Title VI, in the event of their violation by Town of Florence.
- (5) Town of Florence or it successor in interest will, upon request of the Secretary of the Interior or his delegate, post and maintain on the property leased by this document signs and posters bearing a legend concerning the applicability of Title VI of the Civil Rights Act of 1964 to the area or facility leased.
- (6) The reservations, conditions, and limitations contained in paragraphs (1) through (5) shall constitute a covenant running with the land, binding on Town of Florence and its successors in interest for the period for which the land described herein is used for the purpose for which this lease is made, or for another purpose involving the provision of similar services or benefits.

(7) The assurances and covenant required by sections (1) through (6) above shall not apply to ultimate beneficiaries under the program for which lease is made. "Ultimate beneficiaries" are identified in 43 CFR 17.12 (h).

EXHIBIT B

Additional Terms and Conditions

In connection with Recreation and Public Purposes Application AZA-37401-01, the Town of Florence agrees to the following terms and conditions.

- (1) All applicable regulations in accordance with 43 CRF 2912.
- (2) To maintain the lands and facilities open to use by the public for the purposes set forth in section 1 of the lease without discrimination or favor.
- (3) Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the lessee, or any person working on his behalf, on public or Federal land shall be immediately reported to the AO. Lessee shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the AO. An evaluation of the discovery will be made by the AO to determine appropriate actions to prevent the loss of significant cultural or scientific values. The lessee will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the AO after consulting with the lessee.
- (4) If in connection with operations under the authorization, any human remains, funerary objects, sacred objects or objects of cultural patrimony as defined in the Native American Graves Protection and Repatriation Act (P.L. 101-601; 104 Stat. 3048; 25 U.S.C. 3001) are discovered, the lessee shall stop operations in the immediate area of the discovery, protect the remains and objects, and immediately notify the authorized officer. The lessee shall continue to protect the immediate area of the discovery until notified by the authorized officer that operation may resume.
- (5) To make no more than a reasonable charge for the use of facilities on the land (whether by concession or otherwise), and to charge no more for entrance to and use of the area than is charged at other comparable installations managed by state and local agencies. If there is to be a charge for use of the lands or facilities, the lessee will submit to the Bureau of Land Management a schedule of charges. All charges shall be subject to review for conformance with this requirement and appropriate modification by the Secretary of the Interior or his delegate after reasonable notice and opportunity for hearing.
- (6) All design, material, and construction, operation, maintenance, and termination practices shall be in accordance with safe and proven engineering practices.
- (7) Lessee shall remove only the minimum amount of vegetation necessary for the construction, maintenance, and operation of the right-of-way. Topsoil shall be conserved during excavation and reused as cover on disturbed areas to facilitate regrowth of vegetation.
- (8) Construction holes left open overnight shall be covered. Covers shall be secured in place and shall be strong enough to prevent livestock or wildlife from falling through and into a hole.
- (9) Construction sites shall be maintained in a sanitary condition at all times; waste materials at those sites shall be disposed of promptly at an appropriate waste disposal site. "Waste" means all discarded matter including, but not limited to,

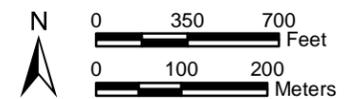
human waste, trash, garbage, refuse, oil drums, petroleum products, ashes, and equipment.

- (10) To maintain in a satisfactory condition the facilities constructed on the lands.
- (11) The lessee shall comply with all applicable Federal, State, and local regulations whether or not specifically mentioned within this lease.
- (12) This lease reserves to the Secretary of the Interior, or his lawful delegate, the right to grant additional ROWs or permits for compatible uses over, under or adjacent to the land involved in this lease.
- (13) The Town of Florence understands that they may exercise the option to request patent to the lands in the lease, after issuance, upon substantial completion of the proposed improvements and facilities. Such option may be excised at any time during the term of the lease.

Preserve Expansion Project in:
T4S, R9E, Portions of Sections 26 and 27,
Pinal County, Arizona,
Projection: UTM NAD83, Zone 12N
Surface Management: BLM 2018
Data Source: J2 Engineering and Environmental
Image Source: ArcGIS Online, USA NAIP Natural Color 2017

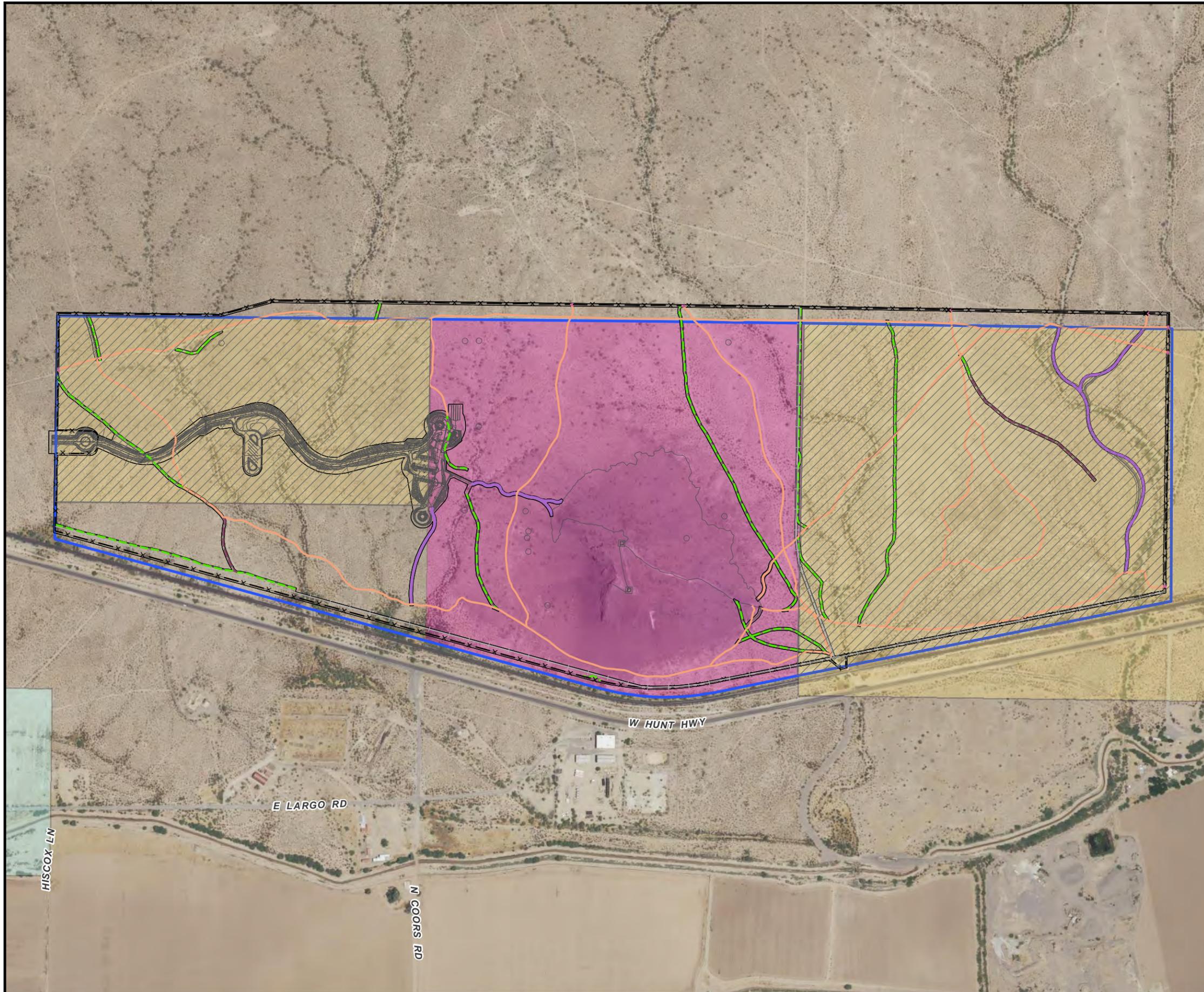
Legend

- Existing Fence
 - × — × Proposed Fence
 - Gate
 - Existing Trail to be preserved in place
 - Existing Trail to be revegetated naturally
 - Existing Trail to be revegetated mechanically
 - Proposed Trail
 - Visitor Facilities and Access Road
 - Project Area
 - Expansion Area
- Surface Management**
- Bureau of Land Management (BLM)
 - Private Land (No Color)
 - State Trust Land
 - Town of Florence



TOWN OF FLORENCE
BLM - Lower Sonoran Field Office
Poston Butte Preserve Expansion Project
Environmental Assessment

PROPOSED ACTIVITIES
Figure 3



	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7d.
MEETING DATE: October 5, 2020 DEPARTMENT: Police STAFF PRESENTER: Bruce Walls, Police Chief SUBJECT: Acceptance of FFY2020 Homeland Security Grant Program Subrecipient Agreement 200306-01 from Arizona Department of Homeland Security		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnerships and Relationships <input type="checkbox"/> Transportation and Infrastructure <input checked="" type="checkbox"/> Public Safety <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Motion to accept FFY 2020 Homeland Security Grant Program Subrecipient Agreement 200306-01 from Arizona Department of Homeland Security in the amount of \$42,180 for the Florence Public Safety Interoperable Communications Project.

BACKGROUND/DISCUSSION:

The Florence Police Department was awarded \$42,180.00 in grant funds for the Florence Public Safety Interoperable Communications Project. The grant funds will be used to purchase six P25 compliant dual band UHF/VHF 700/800 MHz mobile radios for the department. The Town of Florence requested \$84,360.00 to purchase 12 mobile radios and associated equipment to replace the existing radios that are being phased out. The Arizona Department of Homeland Security was able to award only partial funding for the project due to the number of applications submitted and the amount of funding allocated to the program.

A VOTE OF NO WOULD MEAN:

The Town of Florence will not accept \$42,180.00 in grant funds from Arizona Department of Homeland Security to purchase six mobile radios.

A VOTE OF YES WOULD MEAN:

The Town of Florence will accept \$42,180.00 in grant funds from Arizona Department of Homeland Security to purchase six mobile radios.

FINANCIAL IMPACT:

There is no matching fund requirement for this grant.

ATTACHMENTS:

Subrecipient Agreement 20-AZDOHS-HSGP-200306-01

SUBRECIPIENT AGREEMENT

20-AZDOHS-HSGP-200306-01

Between

The Arizona Department of Homeland Security

And

Florence, Town of (DUNS# 144375743)

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the **Florence, Town of** (Subrecipient) for services under the terms of this Agreement (the "Agreement").

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to the Subrecipient, and to specify the rights and responsibilities of the Subrecipient as the recipient of these funds.

II. PERIOD OF PERFORMANCE, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **October 1, 2020** and shall terminate on **September 30, 2021**. The obligations of the Subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The Subrecipient shall provide the services for AZDOHS as set forth in writing in Subrecipient's grant application titled: "**Florence Public Safety Interoperable Communications Equipment**" and funded at **\$42,180** (as may have been modified by the award letter).

IV. MANNER OF FINANCING

The AZDOHS shall under the U.S. Department of Homeland Security grant # EMW-2020-SS-00017-S01 and CFDA #97.067:

- a. Provide up to **\$42,180** to the Subrecipient for services provided under Paragraph III.
- b. Payment made by the AZDOHS to the Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the Subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the Subrecipient under this Agreement.

V. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application and award documentation. Therefore, should the project not be completed, the Subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the Subrecipient shall be for only the amount of dollars actually spent by the Subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the Subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMMATIC MONITORING

The Subrecipient agrees to comply with the record-keeping requirements and other requirements of A.R.S. 35-214 and 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 USC 7501-7507) as amended by the Single Audit Act Amendments of 1996 (P.L. 104-156) and 2 C.F.R. 200.501, the Subrecipient must have a Single Audit or program specific audit conducted in accordance with 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the Subrecipient expends more than \$750,000 from Federal awards in its previous fiscal year. If the Subrecipient has expended more than \$750,000 in Federal dollars, a copy of the Subrecipient's single audit or program specific audit report for the previous fiscal year and subsequent fiscal years that fall within the period of performance is due annually to AZDOHS within nine (9) months of the Subrecipient's fiscal year end.
- b) Failure to comply with any requirements imposed as a result of an audit will suspend reimbursement by AZDOHS to the Subrecipient until the Subrecipient is in compliance with all such requirements. Additionally, the Subrecipient will not be eligible for any new awards until the Subrecipient is in compliance with all such requirements.
- c) Subrecipients who do not expend more than \$750,000 in Federal dollars in the previous fiscal year and subsequent fiscal years that fall within the period of performance must submit to AZDOHS via audits@azdohs.gov, a statement stating they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.
- d) Subrecipient will be monitored periodically by AZDOHS, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this Agreement including but not limited to the review and analysis of financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. Subrecipient shall participate in and cooperate with all such monitoring by AZDOHS, and shall provide access to all personnel, documents, and other records as may be requested from time to time by AZDOHS. Subrecipient also shall comply with all requests of AZDOHS that AZDOHS deems necessary to assure the parties' compliance with their obligations under this Agreement.
- e) The Subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Agreement.

VII. APPLICABLE STANDARDS AND REGULATIONS

The Subrecipient must comply with the applicable Notice of Funding Opportunity (NOFO) and Code of Federal Regulations (C.F.R.) 2 C.F.R. 200. The NOFO for this program is hereby incorporated into this Agreement by reference. By accepting this award, the Subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO and all other applicable law.

Davis Bacon Act

HSGP Program subrecipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Subrecipients must obtain written approval from AZDOHS prior to use of any HSGP funds for construction or renovation. Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website <https://www.dol.gov/whd/govcontracts/dbra.htm>.

Insurance Coverage

The Subrecipient affirms the organization maintain insurance coverage as described in 2 C.F.R. 200.310. The non-Federal (Subrecipient) entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal (Subrecipient) entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award.

National Incident Management System (NIMS)

The Subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable NOFO.

Environmental Planning and Historic Preservation

The Subrecipient shall comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. See FEMA publication FP 108-023-1, titled "Environmental Planning and Historic Preservation (EHP) Policy Guidance," available at https://www.fema.gov/media-library-data/1533321728657-592e122ade85743d1760fd4747241776/GPD_EHP_Policy_Final_Amendment_GPD_final_508.pd. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the Federal Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. If ground disturbing activities occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance and if any archeological resources are discovered, the Subrecipient shall immediately cease construction in that area and notify FEMA, AZDOHS and the appropriate State Historic Preservation Office. DHS/FEMA will not fund projects that are initiated without the required EHP review. In addition, the following provisions must be adhered to:

Consultants/Trainers/Training Providers

Invoices for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the Subrecipient and 2 C.F.R. 200; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. This includes internal personnel hired on backfill/overtime to deliver training. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, meal and incidental expenses not to exceed the State rate. Itemized receipts are required for lodging and travel reimbursements. The Subrecipient will not be reimbursed costs other than travel, lodging, meals and incidentals on travel days for consultants/trainers/training providers. See Travel Costs below.

Contractors/Subcontractors

The Subrecipient may enter into written subcontract(s) for performance of certain of its functions under the Agreement in accordance with terms established in 2 C.F.R. 200 and the applicable NOFO. The Subrecipient agrees and understands that no subcontract that the Subrecipient enters into with respect to performance under this Agreement shall in any way relieve the Subrecipient of any responsibilities for performance of its duties. The Subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Subrecipient by any subcontractor or vendor which may result in litigation related in any way to this Agreement.

Travel Costs

All grant funds expended for travel, lodging, meals and incidentals are subject to the standards of the Subrecipient's policies and procedures, as well as the State of Arizona Accounting Manual (SAAM). These policies must be applied uniformly to both federally financed and other activities of the Subrecipient. AZDOHS will reimburse at the most restrictive allowability and rate. At no time will the Subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <https://gao.az.gov/travel>.

Procurement

The Subrecipient shall comply with its own procurement rules/policies and must also comply with Federal procurement rules/policies and all Arizona state procurement code provisions and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The Subrecipient shall not enter into a Noncompetitive (Sole or Single Source) Procurement Agreement, unless prior written approval is granted by the AZDOHS via the Noncompetitive Procurement Request Form. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website: <https://azdohs.gov/grant-program-forms>.

Training and Exercise

The Subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable NOFO. All training must be included and approved in your application and/or approved through the DEMA/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize and comply with the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) guidance for exercise design, development, conduct, evaluation and reporting. The Subrecipient agrees to:

- a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all related reimbursement requests.

- b) Email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Department of Military Affairs (DEMA) Exercise Branch within 90 days of completion of an exercise or as prescribed by the most current HSEEP guidance.

Communications Equipment

All Land Mobile Radio equipment purchased with Homeland Security funds is required to comply with the following:

- a) P25 (Project 25) standards;
- b) SAFECOM Guidance (see <https://www.dhs.gov/safecom>);
- c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC); and
- d) Arizona's State Interoperable Priority Programming Guide also as approved by the SIEC

Nonsupplanting Agreement

The Subrecipient shall not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources that would otherwise have been made available for this program/project. The Subrecipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the Subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the Subrecipient may resume charging for the grant position.

E-Verify

Compliance requirements for A.R.S. 41-4401—immigration laws and E-Verify requirement.

- a) The Subrecipient warrants its compliance with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to A.R.S. 23-214, Subsection A (that subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program").
- b) A breach of a warranty by Subrecipient regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any Subrecipient employee who works on the Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, to ensure that the Subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained by Subrecipient for all property/equipment purchased under this Agreement. The Subrecipient must adequately safeguard all such

property/equipment and must assure that it is used for authorized purposes as described in the NOFO, the grant application as approved by AZDOHS, and 2 C.F.R. 200. The Subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

- a) Property/equipment shall be used by the Subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment as outlined in 2 C.F.R. 200.313 - Equipment. Any loss, damage, or theft shall be investigated by Subrecipient and reported by Subrecipient to the AZDOHS. Any equipment lost, damaged or stolen shall be replaced by the Subrecipient at the Subrecipient's expense and an updated Property Control Form shall be submitted to AZDOHS by Subrecipient.
- b) Nonexpendable Property/Equipment and Capital Assets:
 - a. Nonexpendable Property/Equipment is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.
 - b. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.
- c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The Subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. The Property Control Form can be located at <https://azdohs.gov/grant-program-forms>. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- d) A physical inventory of Nonexpendable Property/Equipment and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.
 - a. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported by Subrecipient to AZDOHS immediately.
 - b. Adequate maintenance procedures must be developed to keep the property in good condition.
- e) When Nonexpendable Property/Equipment and/or Capital Assets are no longer in operational use by the Subrecipient, an updated Property Control Form must be submitted by Subrecipient to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 C.F.R. 200. If the Subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the Subrecipient must submit an Equipment Disposition Request Form to AZDOHS and receive approval prior to the disposition. The Equipment Disposition Guidance and Request Form can be found at <https://azdohs.gov/grant-program-forms>.
- f) Equipment Record Retention
Pursuant to 2 C.F.R. 200.333(c), records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.

Allowable Costs

The allowability of costs incurred under this Agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulations, authorized equipment lists, and guidance documents referenced above.

- a) The Subrecipient agrees that use of grant funds for any indirect costs that may be incurred must be in accordance with 2 C.F.R. 200 and the applicable NOFO. Indirect costs must be applied for and approved in writing by the AZDOHS prior to expenditure and reimbursement.
- b) The Subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the Subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable NOFO.

VIII. DEBARMENT CERTIFICATION

The Subrecipient is to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

IX. FUNDS MANAGEMENT

The Subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with funds from other sources. The Subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The Subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the Subrecipient shall include:

a) Programmatic Reports

The Subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) calendar days of the last day of the quarter in which services are provided. The Subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The Subrecipient shall use the Quarterly Programmatic Report form, which is posted at <https://azdohs.gov/grant-program-forms>. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire project is completed. If the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report

should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS.

- b) Subrecipients must provide substantial/detailed information as to the status of completion of the milestones included in the application as approved by AZDOHS. Failure to adequately provide complete information will result in the Quarterly Report being rejected and resubmission will be required.
- c) Quarterly Programmatic Reports are due:
 - January 15** (for the period from October 1– December 31)
 - April 15** (for the period from January 1 – March 31)
 - July 15** (for the period from April 1 – June 30)
 - October 15** (for the period from July 1 – September 30)
- d) Final Quarterly Report:

The final quarterly report is due no more than fifteen (15) calendar days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).
- e) Property Control Form – if applicable:

The Subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.

 - a. In case of equipment disposition:

The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The Subrecipient's use and disposition of equipment must be in compliance with the AZDOHS Disposition Guidance and 2 C.F.R. 200.313.
- f) Financial Reimbursements

The Subrecipient shall provide AZDOHS with requests for reimbursement as frequently as monthly but not less than quarterly. Reimbursement requests are only required when expenses have been incurred. Reimbursement requests shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The Subrecipient shall submit a final reimbursement request for expenses received and invoiced prior to the end of the period of performance. The final reimbursement must be received by AZDOHS no more than **forty-five (45) calendar days** after the end of the period of performance. Requests for reimbursement received by AZDOHS later than **forty-five (45) calendar** days after the end of the period of performance will not be paid. The final reimbursement request as submitted shall be marked as final.

Subrecipients will only be reimbursed for expenses that have been obligated, expended and received within the authorized Period of Performance as identified in Section II of this Agreement. Subrecipients are not authorized to obligate or expend funds prior to the start date of the Period of Performance. Any expenses obligated or expended prior to the Period of Performance start date will be deemed unallowable and will not be reimbursed. Any expenses/services that occur beyond the Period of Performance (i.e. cell phone service) will be deemed unallowable and will not be reimbursed.

The AZDOHS requires that all requests for reimbursement are submitted via United States Postal Service, FedEx, UPS, etc. or in person. Reimbursement requests submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation and/or information it feels necessary in order to process reimbursements. Subrecipient shall promptly provide AZDOHS with all such documents and/or information.

All reports shall be submitted to the contact person as described in Paragraph XXXVII, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The Subrecipient may not assign any rights hereunder without the express, prior written agreement of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representatives of the Subrecipient and the AZDOHS. In the event of any new legislation, laws, ordinances, or rules affecting this Agreement, the parties agree that the terms of this Agreement shall automatically incorporate the terms of such new legislation, laws, ordinances, or rules.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's compensation, if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired in conjunction with this Agreement by the Subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, the Subrecipient must request instructions from DHS/FEMA via AZDOHS by submitting an Equipment Disposition Request Form in order to make proper disposition of the equipment pursuant to 2 C.F.R. 200.313.

Article B – Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to period of performance or terms and conditions, the Subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes to this Agreement and the incorporation of such changes into this Agreement.

Article C - Procurement of Recovered Materials

The Subrecipient hereby acknowledges and agrees that it must comply with section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. 6962) and that the requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article D - Whistleblower Protection Act

The Subrecipient hereby acknowledges and agrees that it must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. section 4304 and 4310.

Article E - Use of DHS Seal, Logo and Flags

Subrecipient hereby acknowledges that it must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article F - USA Patriot Act of 2001

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act, P.L. 107-56), which amends 18 U.S.C. section 175-175c.

Article G – Universal Identifier and System of Award Management (SAM)

Subrecipient hereby acknowledges and agrees that it must comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

Article H - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and, Performance Matters located at 2 C.F.R. Part 200 Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article I - Rehabilitation Act of 1973

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, P. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. 794), which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article J - Trafficking Victims Protection Act of 2000

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104). The award term is located at 2 C.F.R. Part 175.15, the full text of which is incorporated here by reference.

Article K - Terrorist Financing

The Subrecipient hereby acknowledges and agrees that it must comply with U.S. Executive Order 13224 and all U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subrecipient to ensure compliance with all such laws and U.S. Executive Order 13224.

Article L - SAFECOM

The Subrecipient hereby acknowledges and agrees that recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article M - Reporting Subawards and Executive Compensation

All subrecipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article N – Department and Suspension

The Subrecipient hereby acknowledges and agrees that it is subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict Federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

Article O - Copyright

The Subrecipient hereby acknowledges and agrees that it must affix the applicable copyright notices of 17 U.S.C. 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Article P - Civil Rights Act of 1964 - Title VI

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), codified at 6 C.F.R. Part 21 and 44 C.F.R. Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article Q - Best Practices for Collection and Use of Personally Identifiable Information (PII)

The Subrecipient hereby acknowledges and agrees that if it collects PII, it is required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII it collects. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article R - Americans with Disabilities Act of 1990

The Subrecipient hereby acknowledges and agrees that it shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 and the requirements of Titles I, II, and III of the Americans with Disabilities Act, P.L. No. 101-336 (1990) (codified as amended at 42 U.S.C. 12101-12213), which prohibit subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article S - Age Discrimination Act of 1975

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article T - Activities Conducted Abroad

The Subrecipient hereby acknowledges and agrees that it must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article U - Acknowledgement of Federal Funding from DHS

The Subrecipient hereby acknowledges and agrees that it must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article V - DHS Specific Acknowledgements and Assurances

Subrecipient hereby acknowledges and agrees—and agrees to require any contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Subrecipient hereby agrees to cooperate with any compliance review or complaint investigation conducted by DHS and/or AZDOHS.
2. Subrecipient hereby agrees to give DHS access and AZDOHS to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Subrecipient hereby agrees to submit timely, complete, and accurate reports to the appropriate DHS and AZDOHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipient hereby agrees to comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Article W - Assurances, Administrative Requirements and Cost Principles, and Audit Requirements

The Subrecipient hereby acknowledges and agrees that it must complete OMB Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs as applicable.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article X - Patents and Intellectual Property Rights

Unless otherwise provided by law, the Subrecipient hereby acknowledges and agrees that it is subject to the Bayh-Dole Act, P.L. 96-517, codified in 35 U.S.C. 200 et seq., and that it is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards that are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. 401.14.

Article Y – Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article Z – National Environmental Policy Act

All subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) 42 U.S.C. 4321 et seq., and the Council on Environmental Quality (CEQ) Regulations (40 C.F.R. Parts 1500-1508) for Implementing the Procedural Provisions of NEPA, which requires Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article AA - Lobbying Prohibitions

The Subrecipient hereby acknowledges and agrees that it must comply with 31 U.S.C. 1352, and acknowledges and agrees that none of the funds provided under this Agreement may be used to pay any person to influence, or attempt to influence an officer or employee of any agency (whether State or Federal), a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action related to a Federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article AB - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

The Subrecipient hereby acknowledges and agrees that it must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with Limited English Proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article AC - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990 and the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. section 2225(a), the Subrecipient hereby acknowledges and agrees that it must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with all applicable fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. section 2225.

Article AD - Fly America Act of 1974

The Subrecipient hereby acknowledges and agrees that it must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article AE - Federal Leadership on Reducing Text Messaging while Driving

All subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in U.S. Executive Order 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

Article AF - Federal Debt Status

The Subrecipient hereby acknowledges and agrees that it is required to be non-delinquent in its repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article AG - False Claims Act and Program Fraud Civil Remedies

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The False Claims Act (31 U.S.C. 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the Federal government. See also 31 U.S.C. 3801-3812 which details the administrative remedies for false claims and statements made.

Article AH - Energy Policy and Conservation Act

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. 6201 et. seq.) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article AI - Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Article AJ - Duplication of Benefits

Any cost allocable to a particular Federal award, provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a subrecipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Article AK - Drug-Free Workplace Regulations

The Subrecipient hereby acknowledges and agrees that it must comply with the drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. part 3001, which adopts the Government-wide implementation (2 C.F.R. part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101-8106).

Article AL - Civil Rights Act of 1968

The Subrecipient hereby acknowledges and agrees that it must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. 100.201).

Article AM - Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services

Per 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018):

1. AZDOHS Subrecipients may not use any FEMA funds under open or new awards to:

- a. Procure or obtain any equipment, system, or service that uses “covered telecommunications equipment or services” (as defined in ¶2 of this Article AM) as a substantial or essential component of any system, or as critical technology of any system;
 - b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
 - c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
2. For purposes of this Article AM “covered telecommunications equipment or services” means:
- a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - b. Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - c. Telecommunications or video surveillance services provided by such entities or using such equipment; or
 - d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People’s Republic of China.
3. FEMA grant funding may be permitted to procure replacement equipment and services impacted by this Article AM. Subrecipients should refer to applicable program guidance or contact the AZDOHS to determine if replacement equipment or services are eligible under the awarded grant program.

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by the Subrecipient’s contractors and subcontractors at all tiers.

XV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period, which may not be changed except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS.

XVI. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the Subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the Subrecipient give a written assurance of intent and ability to perform. If the Subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVII. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. 38-511 if any person significantly involved

in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

The Subrecipient hereby assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Subrecipient toward fulfillment of this Agreement.

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations under A.R.S. 35-154. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the Subrecipient in the execution of this Agreement.

XX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XXI. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXII. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) calendar days of the events giving the rise to the dispute. Any claim made by or against the State or any of its political subdivisions (including but not limited to AZDOHS) relating to this Agreement shall be resolved through the administrative claims process. In the event that the parties would otherwise be in court and/or if A.R.S. 12-1518 applies, the parties shall proceed in arbitration through the American Arbitration Association ("AAA"), with the arbitrator to be selected pursuant to AAA rules and the arbitration to be conducted according to the applicable AAA rules, and with the costs of arbitration (including but not limited to the arbitrator's fees and costs) to be divided 50/50 between the parties, subject to reallocation between the parties by the arbitrator. In the event that the parties become involved in litigation with each other relating to this Agreement for any reason in any other forum, both parties agree to have any claim(s) resolved in arbitration on the terms set forth in this part XXII. Any arbitration award may be enforced through the Maricopa County Superior Court or the U.S. District Court located in Phoenix, Arizona.

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIV. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. LICENSING

The Subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVI. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVII. ADVERTISING AND PROMOTION OF AGREEMENT

The Subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the prior written approval of the AZDOHS.

XXVIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The Subrecipient acknowledges that the DHS and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The Subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding

XXIX. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the Subrecipient shall include closed captioning of the verbal content of such announcement.

XXX. INDEMNIFICATION

Each party (as "Indemnitor") agrees to defend, indemnify, 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. The State of Arizona (AZDOHS) is self-insured per A.R.S. 41-621.

In addition, should Subrecipient utilize a contractor(s) and subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

XXXI. TERMINATION

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the Subrecipient or AZDOHS to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. A party invoking the right to terminate shall provide written thirty (30) day advance notice of the termination and the reasons for it to the other party.
- b) If the Subrecipient chooses to terminate the Agreement before the grant deliverables have been met, then the AZDOHS reserves the right to collect all reimbursements distributed to the Subrecipient.
- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those that otherwise would have been provided by Subrecipient under this Agreement. The Subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the Subrecipient.

XXXII. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The Subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXIII. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXIV. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one Agreement.

XXXV. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the Subrecipient represents and warrants that he or she is duly authorized to execute this Agreement on behalf of the Subrecipient.

XXXVI. SPECIAL CONDITIONS

- a) The Subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements.
- b) The Subrecipient is prohibited from transferring funds between programs (e.g., State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).
- c) The Subrecipient agrees to comply with the U.S. Department of Homeland Security regulation 6 C.F.R Part 19, which prohibits discrimination based on religion in social service programs

XXXVII. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington Street, Suite 210
Phoenix, AZ 85007

The Subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at www.azdohs.gov.

The AZDOHS shall address all notices relative to this Agreement to:

Town Manager, Brent Billingsley

Enter Title, First & Last Name Above
Town of Florence

Enter Agency Name Above
P. O. Box 2670, 775 N. Main Street

Enter Street Address Above
Florence, AZ 85132

Enter City, State, ZIP Above

XXXVIII. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Town of Florence

Enter Agency Name Above

Authorized Signature Above
Tara Walter, Mayor

Print Name & Title Above

Enter Date Above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

Date

(Complete and mail two original documents to the Arizona Department of Homeland Security.)

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7e.
MEETING DATE: October 5, 2020 DEPARTMENT: Administration STAFF PRESENTER: Benjamin Bitter, Intergovernmental and Communications Manager SUBJECT: Returning Stronger Grant Awards		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input checked="" type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnerships and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Public Safety <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Staff recommends that the Town Council approve the eight Returning Stronger Grant applications received thus far, in the amount of \$39,800.51.

BACKGROUND/DISCUSSION:

On September 8, 2020, the Town Council authorized the creation of the Florence Returning Stronger Grant Program. The Returning Stronger grants were meant to assist local small businesses, non-profits, and food banks in their recovery from the economic downturn by reimbursing them for expenses that assisted in the protection of public health during the COVID-19 pandemic.

The application period opened on September 9, 2020. Grant applications will be accepted through October 31, 2020. After applications are received, they are reviewed by an Audit Panel consisting of Town Staff. The Audit Panel verifies completeness of the application and supporting documentation and communicates with the applicants about any deficiencies. The review process is resource-intensive but ensures that the Town will have adequate documentation to justify its expenses to its auditors.

Staff is recommending approval of the first eight grant awards, for a total of **\$39,800.51**. These eight businesses have provided the confidential and proprietary information requested within the documentation to justify the grant awards. Should members of the

Town Council wish to review some of these materials, they should contact Benjamin Bitter.

In order of application submittal, the recommended grant award recipients include:

1. Pinal County Historical Society – \$1,189.78
2. Casa de Baca Studios – \$2,120.48
3. Windmill Winery – \$10,000.00
4. Florence Paralegal Services, LLC. – \$1,800.00
5. Kari Bradley & Associates, LLC. – \$7,518.95
6. Rinnutrition - \$3,877.67
7. Main Street Family Practice – \$10,000.00
8. The Chop Shop – \$3,293.63

A VOTE OF NO WOULD MEAN:

Grant awards would not be distributed to the applicants.

A VOTE OF YES WOULD MEAN:

The eight applicants mentioned in the discussion would receive grant awards in the amounts indicated.

FINANCIAL IMPACT:

The Town will spend \$39,800.51 out of its general fund, to pay for the grant awards.

ATTACHMENTS:

None

**Town of Florence
Summary of Warrants Paid
for August 2020**

Source	Amount
Warrant Register-Checks and Credit Card Payments	\$ 460,986.00
Electronic Payments	
Bank and Merchant Fees	\$ 5,497.99
Payroll - Net of Deductions	\$ 449,121.72
Payroll Related Payments: Liens, Levys, Garnishments, Flexible Spending, AFLAC, Deposits to PCFCU (Employee Savings)	\$ 32,400.58
Retirement Contributions, Arizona State Retirement, Public Safety Retirement, Securian, Voluntary 401K Plan	\$ 186,907.46
Payroll Taxes, State and Federal	\$ 139,163.01
Transaction Privilege Taxes Collected Payable to State	\$ 17,465.99
Medical, Dental, Life, Vision payments	\$ 221,076.24
Electronic Payments	\$ 1,051,632.99
Total Warrants	\$ 1,512,618.99

Town of Florence

Warrant Register



Account Number	Check Number	Check Date	Vendor	Invoice Number	Invoice Date	Description	Amount
ASSESSMENT CLEARING							
010-104-600	117525	08/28/2020	2ND TEMP	30.3000030	12/11/2019	PAID OFF ASSESSMENT-ARID. R.	301.58
							\$301.58
UTILITY CLEARING							
010-160-000	117036	08/11/2020	2ND TEMP	10606503	08/06/2020	WATER OVERPAYMENT	71.15
010-160-000	117048	08/11/2020	2ND TEMP	601500	08/06/2020	WATER OVERPAYMENT	98.53
010-160-000	117039	08/11/2020	2ND TEMP	11203309	08/04/2020	WATER OVERPAYMENT	15.19
010-160-000	117048	08/11/2020	2ND TEMP	220900	08/06/2020	WATER OVERPAYMENT	83.90
010-160-000	117048	08/11/2020	2ND TEMP	220800	08/06/2020	WATER OVERPAYMENT	57.51
010-160-000	117048	08/11/2020	2ND TEMP	220400	05/04/2020	WATER OVERPAYMENT	51.55
010-160-000	117002	08/11/2020	2ND TEMP	10606806.1	08/06/2020	WATER OVERPAYMENT	65.26
010-160-000	117040	08/11/2020	2ND TEMP	10305802	08/06/2020	WATER OVERPAYMENT	114.29
010-160-000	117034	08/11/2020	2ND TEMP	10103405	06/15/2020	WATER OVERPAYMENT	53.08
010-160-000	117048	08/11/2020	2ND TEMP	221200	06/30/2020	WATER OVERPAYMENT	57.97
010-160-000	117020	08/11/2020	2ND TEMP	10204814	02/23/2018	WATER OVERPAYMENT	351.11
010-160-000	117048	08/11/2020	2ND TEMP	601700	08/06/2020	WATER OVERPAYMENT	75.60
010-160-000	116996	08/11/2020	2ND TEMP	10116014	08/04/2020	WATER OVERPAYMENT	2.31
010-160-000	117029	08/11/2020	2ND TEMP	11208209	08/06/2020	WATER OVERPAYMENT	65.67
010-160-000	117048	08/11/2020	2ND TEMP	601200	05/04/2020	WATER OVERPAYMENT	53.76
010-160-000	117048	08/11/2020	2ND TEMP	601300	08/06/2020	WATER OVERPAYMENT	113.26
010-160-000	117048	08/11/2020	2ND TEMP	601600	05/29/2020	WATER OVERPAYMENT	65.13
010-160-000	117085	08/14/2020	2ND TEMP	10105003	08/13/2020	WATER OVERPAYMENT	27.68
010-160-000	117101	08/14/2020	2ND TEMP	221500	08/13/2020	WATER OVERPAYMENT	602.50
010-160-000	117041	08/11/2020	2ND TEMP	10500572	08/04/2020	WATER OVERPAYMENT	219.07
010-160-000	117102	08/14/2020	2ND TEMP	705464	08/05/2020	SANITATION OVERPAYMENT	18.08
010-160-000	117473	08/21/2020	2ND TEMP	788860	08/20/2020	SANITATION OVERPAYMENT	51.00
010-160-000	117486	08/21/2020	2ND TEMP	10603802	07/24/2020	WATER OVERPAYMENT	53.43
010-160-000	117513	08/28/2020	2ND TEMP	11001411	08/13/2020	WATER OVERPAYMENT	94.73

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UTILITY CLEARING							
010-160-000	117526	08/28/2020	2ND TEMP	714600	06/19/2020	SANITATION OVERPAYMENT- REPLACEMENT	17.33
010-160-000	117048	08/11/2020	2ND TEMP	221400	08/06/2020	WATER OVERPAYMENT	72.07
							\$2,551.16
LIABILITIES							
010-202-000	117052	08/13/2020	ARIZONA STATE TREASURER	JUNE/2020	06/01/2020	STATE JCEF	380.84
010-202-500	117052	08/13/2020	ARIZONA STATE TREASURER	JUNE/2020	06/01/2020	ZFAR 1	1,598.72
010-202-501	117052	08/13/2020	ARIZONA STATE TREASURER	JUNE/2020	06/01/2020	ZFAR 2	457.90
010-203-000	117056	08/13/2020	PINAL COUNTY TREASURER	JUNE/2020	06/01/2020	JUNE 2020 MONTHLY REMIT	56.33
010-203-300	117053	08/13/2020	DEPARTMENT OF PUBLIC SAFETY	JUNE/2020	06/01/2020	JUNE 2020 MONTHLY REMIT	.38
010-204-000	117052	08/13/2020	ARIZONA STATE TREASURER	JUNE/2020	06/01/2020	STATE SURCHARGES	9,930.29
010-206-100	116972	08/07/2020	2ND TEMP	REFUND 041919	04/19/2019	DSO OVERPMT REFUND FROM 04/19/19	30.75
010-206-100	116968	08/07/2020	2ND TEMP	REFUND 032819	03/28/2019	OVERPAYMENT REFUND FROM 03/28/19	65.00
010-209-000	117052	08/13/2020	ARIZONA STATE TREASURER	JUNE/2020	06/01/2020	VICTIM RIGHTS	483.05
010-211-000	117501	08/28/2020	AVESIS INSURANCE	2543376	08/17/2020	SEPTEMBER MONTHLY VISION SERVICES	1,694.01
010-226-100	117005	08/11/2020	DARWIN L. BANKS	07.02.2020	07/02/2020	AFLAC PREMIUM REFUND	57.13
010-241-000	117044	08/11/2020	UNITED WAY OF PINAL COUNTY	PPE 7.31.19	07/18/2020	EMPLOYEES CONTRIBUTIONS	45.00
010-241-000	117493	08/21/2020	UNITED WAY OF PINAL COUNTY	PPE 071920	07/19/2020	EMPLOYEES CONTRIBUTIONS	20.00
010-241-000	117493	08/21/2020	UNITED WAY OF PINAL COUNTY	PPE 122020	12/20/2019	EMPLOYEES CONTRIBUTIONS	20.00
010-241-000	117530	08/28/2020	UNITED WAY OF PINAL COUNTY	PPE 8.14.20	08/24/2020	EMPLOYEES CONTRIBUTIONS	45.00
010-243-000	117481	08/21/2020	NEW YORK LIFE INSURANCE	06929080 7 S	08/05/2020	AUGUST INVOICE	516.72
010-250-038	117052	08/13/2020	ARIZONA STATE TREASURER	JUNE/2020	06/01/2020	STATE FINES	3,416.59
010-260-000	117529	08/28/2020	2ND TEMP	ARMSTRONG	08/14/2020	RESTITUTION PMT CASE #CM2019-000116	6.99
							\$18,824.70
TOWN COUNCIL							
010-501-205	117066	08/14/2020	CASA GRANDE VALLEY NEWSPAPER	84522	07/23/2020	CREDIT APPLIED FOR LEGAL PUB OVERPAYMENT	-70.13
010-501-205	117066	08/14/2020	CASA GRANDE VALLEY NEWSPAPER	84522	07/23/2020	ORDINANCE PUBLICATIONS	103.79
010-501-217	117511	08/28/2020	FEDEX	7-067-59074	07/16/2020	BOND PAPERWORK FOR CFD NO. 2	6.66
010-501-301	117055	08/13/2020	OFFICE DEPOT INC	508720807007	06/10/2020	OFFICE SUPPLIES	190.16
010-501-401	117464	08/21/2020	C A G	21-007	08/05/2020	FY 2021 RTAC ASSESSMENT	2,476.23
010-501-401	117464	08/21/2020	C A G	21-007	08/05/2020	FY 2021 MEMBERSHIP DUES	9,154.60

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TOWN COUNCIL							
010-501-408	117055	08/13/2020	OFFICE DEPOT INC	508698769001	06/10/2020	MINI BOOK FOR VAULT	271.58
							\$12,132.89
ADMINISTRATION							
010-502-201	117096	08/14/2020	VERIZON WIRELESS	JULY/2020	07/21/2020	ADMIN-B. BITTER	36.76
010-502-205	116998	08/11/2020	CASA GRANDE VALLEY NEWSPAPER	83948	07/20/2020	PUBLIC NOTICE - FY 2021 FINANCIAL STATEMENT	105.75
010-502-207	117042	08/11/2020	T-MOBILE USA INC.	JULY 2020	07/21/2020	GPS FOR FLEET-AD	13.91
010-502-231	117026	08/11/2020	KS STATEBANK	08.05.20	08/05/2020	AUG/20 AOT CONTRACT OBLIGATION	363.34
010-502-301	720	08/17/2020	TARGET	July 31 2020	07/31/2020	CLEANING SUPPLIES FOR COVID-19 CLEANING IN	17.89
010-502-301	117055	08/13/2020	OFFICE DEPOT INC	508720807001	06/10/2020	OFFICE SUPPLIES	125.52
010-502-301	117055	08/13/2020	OFFICE DEPOT INC	508720807007	06/10/2020	OFFICE SUPPLIES	109.09
010-502-401	720	08/17/2020	ARIZONA REPUBLIC #1531	July 31 2020	07/31/2020	MONTHLY ON-LINE MEMBERSHIP FOR PIO	8.57
010-502-401	720	08/17/2020	A C M A	July 31 2020	07/31/2020	MEMBERSHIP RENEWAL FOR BRENT	151.94
010-502-401	720	08/17/2020	A C M A	July 31 2020	07/31/2020	MEMBERSHIP RENEWAL FOR BRENT	280.00
010-502-401	720	08/17/2020	ARIZONA REPUBLIC #1531	July 31 2020	07/31/2020	MONTHLY ONLINE MEMBERSHIP FOR PIO	8.57
010-502-402	720	08/17/2020	AMERICAN PLANNING ASSOCIATION	July 31 2020	07/31/2020	REGISTRATION FOR BRENT BILLINGSLEY	165.00
010-502-402	720	08/17/2020	L & B CANTINA	July 31 2020	07/31/2020	BUSINESS LUNCH WITH RESOLUTION COPPER	51.00
							\$1,437.34
COURTS							
010-503-308	117499	08/28/2020	ARIZONA SUPREME COURT	5618	06/26/2020	DSO RETURN PMT	9.00
							\$9.00
LEGAL							
010-504-217	116975	08/07/2020	DICKINSON WRIGHT PLLC	1496734	07/28/2020	ACC PROCEEDINGS/JUNE 2020	3,840.00
010-504-401	117491	08/21/2020	THOMSON REUTERS-WEST	842762557	08/01/2020	LEGAL RESEARCH JULY 2020	226.00
							\$4,066.00
FINANCE							
010-505-204	117514	08/28/2020	INFOSEND	176030	07/31/2020	JULY/2020 UTILITY BILLING	2,663.13
010-505-231	117026	08/11/2020	KS STATEBANK	08.05.20	08/05/2020	AUG/20 AOT CONTRACT OBLIGATION	239.88
							\$2,903.01
HUMAN RESOURCES							
010-508-122	117468	08/21/2020	DEPT OF ECONOMIC SECURITY	2040010 2ND	08/07/2020	U/I BENEFITS FOR ENDING 2ND QUARTER	2,285.98

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HUMAN RESOURCES							
010-508-205	720	08/17/2020	AAED	July 31 2020	07/31/2020	PURCHASE CLASSIFIED AD WITH AZ	100.00
010-508-217	116994	08/11/2020	BENEFIT INTELLIGENCE INC.	41274	08/03/2020	MONTHLY TELEDOK SERVICES	540.00
010-508-217	117474	08/21/2020	INFINISOURCE INC.	105148231	08/09/2020	MONTHLY ADMINISTRATIVE SERVICES	366.30
010-508-301	116981	08/07/2020	OFFICE DEPOT INC	508698165001	06/20/2020	CORK BOARD	45.60
010-508-314	117531	08/28/2020	WALMART COMMUNITY # 0005 7118	202325090525	08/19/2020	VISA GIFT CARDS - SERVICE AWARDS	109.88
010-508-314	117531	08/28/2020	WALMART COMMUNITY # 0005 7118	202325090525	08/19/2020	CREDIT BALANCE	-12.58
							\$3,435.18
COMMUNITY DEVELOPMENT							
010-510-201	117096	08/14/2020	VERIZON WIRELESS	JULY/2020	07/21/2020	COM DEV / DEV. SERVICES	389.47
010-510-203	117094	08/14/2020	UNIQUE IMPRESSIONS INC	61128	08/06/2020	INSPECTION REPORT FORMS	195.78
010-510-207	117042	08/11/2020	T-MOBILE USA INC.	JULY 2020	07/21/2020	GPS FOR FLEET-CD	27.82
010-510-215	117460	08/21/2020	ARIZONA PUBLIC SERVICE	8742601000	08/10/2020	224 W 20 ST	889.23
010-510-215	117093	08/14/2020	SOUTHWEST GAS CORPORATION	JULY/2020	08/05/2020	200 W. 20TH ST	31.23
010-510-217	117487	08/21/2020	SHRED-IT USA	8180113435	07/15/2020	96 GAL SHRED SERVICE 6/24/20	68.74
010-510-231	117026	08/11/2020	KS STATEBANK	08.05.20	08/05/2020	AUG/20 AOT CONTRACT OBLIGATION	123.46
010-510-301	116985	08/07/2020	STAPLES BUSINESS ADVANTAGE	7307965033-0-3	05/28/2020	FOLDER 1/3 LG PK	41.99
010-510-301	116985	08/07/2020	STAPLES BUSINESS ADVANTAGE	7307965033-0-1	05/28/2020	BANNER SUCTION CUPS 4/PK	5.53
010-510-302	720	08/17/2020	OFFICE DEPOT INC	July 31 2020	07/31/2020	CLIP BOARDS PURCHASED PER DIRECTOR	58.93
010-510-302	117494	08/21/2020	WATER SHED	400004944	07/24/2020	5 - 5GAL WATER JUGS, 32CT WATER BOTTLES;	46.26
010-510-323	720	08/17/2020	MOULTRIE MOBILE	July 31 2020	07/31/2020	PURCHASE MOULTRIE MOBILE-ONLINE	10.75
010-510-401	720	08/17/2020	AMERICAN PLANNING ASSOCIATION	July 31 2020	07/31/2020	ARIZONA PLANNING ASSOCIATION - NEW	50.00
010-510-401	117504	08/28/2020	CASA GRANDE VALLEY NEWSPAPER	84137	07/20/2020	PZ-20-21 MARICELLA BENITEZ 7/30, 8/06 CGFR	218.79
010-510-402	720	08/17/2020	AMERICAN PLANNING ASSOCIATION	July 31 2020	07/31/2020	APA VIRTUAL CONFERENCE 9/9/20-9/11/20 FOR	185.00
010-510-402	720	08/17/2020	AMERICAN PLANNING ASSOCIATION	July 31 2020	07/31/2020	APA VIRTUAL CONFERENCE 9/9/20-9/11/20 FOR	185.00
010-510-408	117049	08/11/2020	WATER SHED	400004708	07/08/2020	WATER DELIVERY SERVICE - BPO FY 19/20	32.90
010-510-408	117049	08/11/2020	WATER SHED	400004257	07/08/2020	WATER DELIVERY SERVICE - BPO FY 19/20	26.43
010-510-408	117051	08/13/2020	AGS SAFETY & SUPPLY	2505263	06/29/2020	SAFETY SUPPLIES	69.72
							\$2,657.03
POLICE ADMINISTRATION							
010-511-201	117096	08/14/2020	VERIZON WIRELESS	JULY/2020	07/21/2020	SUPERIOR FIRE	92.21

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POLICE ADMINISTRATION							
010-511-201	117096	08/14/2020	VERIZON WIRELESS	JULY/2020	07/21/2020	POLICE ADMIN PHONES	2,715.30
010-511-201	117506	08/28/2020	CENTURYLINK	JULY/2020.3	08/16/2020	868-9627 POLICE 9-1-1	305.93
010-511-203	720	08/17/2020	VISTAPRINT NETHERLANDS B.V.	July 31 2020	07/31/2020	BUSINESS CARDS-CHIEF	42.74
010-511-209	117467	08/21/2020	DAY AUTO SUPPLY INC	810426	08/12/2020	PARTS FOR PD ADMIN	33.37
010-511-209	117467	08/21/2020	DAY AUTO SUPPLY INC	810458	08/12/2020	PARTS FOR PD ADMIN	9.89
010-511-215	117460	08/21/2020	ARIZONA PUBLIC SERVICE	8742601000	08/10/2020	193 E. 6TH ST	40.75
010-511-215	117460	08/21/2020	ARIZONA PUBLIC SERVICE	8742601000	08/10/2020	425 N PINAL ST - PD	1,837.07
010-511-215	117064	08/14/2020	BIA	JULY/2020	08/01/2020	3949 N IOWA RADIO TOWER #2 SPLIT 50%	188.39
010-511-215	117460	08/21/2020	ARIZONA PUBLIC SERVICE	8742601000	08/10/2020	1817 N HUNT HWY 50%	160.13
010-511-217	117527	08/28/2020	SHRED-IT USA	1135627301	08/14/2020	CREDIT	-37.75
010-511-217	116984	08/07/2020	SHRED-IT USA	8129605261	04/15/2020	MONTHLY SHREDDING SERVICE TO COVER FY	75.50
010-511-217	117527	08/28/2020	SHRED-IT USA	8180283031	08/15/2020	SHREDDING - PD	34.00
010-511-217	117527	08/28/2020	SHRED-IT USA	8180092120	07/15/2020	SHREDDING - PD	34.00
010-511-302	117099	08/14/2020	WATER SHED	400004794	07/07/2020	ICE FOR PD	24.68
010-511-408	117011	08/11/2020	FIRE FIGHTER'S POLICE OFFICER'S	214235	07/31/2020	FIREFIGHTERS & POLICE CANCER INSURANCE	50.00
							\$5,606.21
POLICE SUPPORT SERVICES							
010-512-207	117083	08/14/2020	LANGUAGE LINE SERVICES	4847664	06/30/2020	MONTHLY SERVICES	4.72
010-512-207	117042	08/11/2020	T-MOBILE USA INC.	JULY 2020	07/21/2020	GPS FOR FLEET	13.91
010-512-210	117014	08/11/2020	GOSERCO, INC.	10890	07/29/2020	ANNUAL MAINT FEE	1,950.10
010-512-215	117460	08/21/2020	ARIZONA PUBLIC SERVICE	8742601000	08/10/2020	200 E. 6TH ST	2,789.67
010-512-217	117484	08/21/2020	PINAL CO ANIMAL CARE & CONTROL	JULY/2020	08/01/2020	JULY MONTHLY BILLING	452.58
010-512-301	117521	08/28/2020	OFFICE DEPOT INC	104678337001	08/19/2020	FOLDERS/REAMS OF PAPER (10)	398.50
							\$5,609.48
POLICE VOLUNTEER SERVICES							
010-513-304	720	08/17/2020	GALLS/QUARTERMASTER	July 31 2020	07/31/2020	GALLS: VOLUNTEER UNIFORMS FY19/20	821.98
							\$821.98
POLICE OPERATIONS							
010-514-209	117018	08/11/2020	HUGHES TOWING	20-08284	07/27/2020	TOWING FOR PD (BLANKET)	123.00
010-514-209	117007	08/11/2020	DAY AUTO SUPPLY INC	808925	07/24/2020	PARTS FOR PD	76.43

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POLICE OPERATIONS							
010-514-209	117467	08/21/2020	DAY AUTO SUPPLY INC	809855	08/05/2020	PARTS FOR PD OPPS	16.02
010-514-209	117021	08/11/2020	JONES AUTO CENTER	184690	07/31/2020	PARTS & SERVICE FOR PD	475.11
010-514-209	117467	08/21/2020	DAY AUTO SUPPLY INC	809743	08/04/2020	PARTS FOR PD OPPS	20.42
010-514-209	117467	08/21/2020	DAY AUTO SUPPLY INC	809831	08/05/2020	PARTS FOR PD OPPS	17.79
010-514-209	117467	08/21/2020	DAY AUTO SUPPLY INC	809870	08/05/2020	CREDIT	-17.79
010-514-209	117467	08/21/2020	DAY AUTO SUPPLY INC	809651	08/03/2020	PARTS FOR PD OPPS	40.76
010-514-209	117467	08/21/2020	DAY AUTO SUPPLY INC	809529	07/31/2020	PARTS FOR PD OPPS	33.13
010-514-209	117467	08/21/2020	DAY AUTO SUPPLY INC	810205	08/10/2020	PARTS FOR PD OPPS	65.45
010-514-209	117467	08/21/2020	DAY AUTO SUPPLY INC	809764	08/04/2020	PARTS FOR PD OPPS	19.86
010-514-209	117007	08/11/2020	DAY AUTO SUPPLY INC	809091	07/27/2020	PARTS FOR PD	23.01
010-514-209	117007	08/11/2020	DAY AUTO SUPPLY INC	808848	07/23/2020	PARTS FOR PD	12.80
010-514-209	117007	08/11/2020	DAY AUTO SUPPLY INC	809337	07/29/2020	PARTS FOR PD	89.28
010-514-217	117043	08/11/2020	TRANSCRIPTS LTD	72820	07/28/2020	TRANSCRIPTS FOR HEARING	24.75
010-514-302	720	08/17/2020	AMAZON.COM	July 31 2020	07/31/2020	AMAZON: SHIRTS FOR OPS	49.41
010-514-302	117471	08/21/2020	FLORENCE TRUE VALUE HARDWARE	H57087	08/05/2020	NUTS, BOLTS, AND SCREWS FOR OPS USE	9.57
010-514-302	116969	08/07/2020	ARIZONA CORRECTIONAL INDUSTRIES	477433	07/08/2020	DOOR HANGARS FOR COMMUNITY-OPS USE	210.68
010-514-302	116990	08/11/2020	ALLON SECURITY LLC	585	07/20/2020	KEYS FOR FD LOCKBOX	45.00
010-514-304	117012	08/11/2020	FX TACTICAL	11-10015244	07/22/2020	UNIFORMS FOR NEW HIRE: SALAZAR	483.97
010-514-304	117012	08/11/2020	FX TACTICAL	11-10015245	07/22/2020	UNIFORMS FOR NEW HIRE: HALL	409.18
010-514-307	117515	08/28/2020	IRONWOOD ANIMAL HOSPITAL	1009203	02/19/2020	K9 SURGERY: EXAM, TESTS, ANESTHESIA...	416.47
010-514-307	117515	08/28/2020	IRONWOOD ANIMAL HOSPITAL	1009630	02/28/2020	K9-RECHECK EXAM	36.50
010-514-307	117515	08/28/2020	IRONWOOD ANIMAL HOSPITAL	1009410	02/24/2020	K9-VET COLLAR, MEDS	44.72
010-514-314	117090	08/14/2020	PRECISION POLYGRAPH &	20	07/03/2020	POLYGRAPH: NEW HIRE T. SEAGRAVES	150.00
010-514-314	117463	08/21/2020	BANNER OCCUPATIONAL HEALTH	696497	08/04/2020	PHYSICAL FOR NEW RECRUIT: SEAGRAVES	265.00
010-514-314	117057	08/13/2020	PRECISION POLYGRAPH &	18	05/21/2020	POLYGRAPH: NEW HIRE C.BYRNE	150.00
010-514-408	117011	08/11/2020	FIRE FIGHTER'S POLICE OFFICER'S	214235	07/31/2020	FIREFIGHTERS & POLICE CANCER INSURANCE	1,250.00
							\$4,540.52
FIRE ADMINISTRATION							
010-515-207	117070	08/14/2020	CREWSENSE LLC	0017423	08/01/2020	ANNUAL FEE FOR PRO AND USERS	2,634.72
010-515-215	117093	08/14/2020	SOUTHWEST GAS CORPORATION	JULY/2020	08/05/2020	200 E. 6TH ST	31.23
010-515-231	117026	08/11/2020	KS STATEBANK	08.05.20	08/05/2020	AUG/20 AOT CONTRACT OBLIGATION	123.46

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FIRE ADMINISTRATION							
010-515-408	117011	08/11/2020	FIRE FIGHTER'S POLICE OFFICER'S	214234	07/31/2020	FIREFIGHTERS & POLICE CANCER INSURANCE	100.00
							\$2,889.41
FIRE STATION #1							
010-516-201	117069	08/14/2020	COX BUSINESS	JULY/2020	07/24/2020	72 E. 1ST ST FD #1	61.97
010-516-201	117096	08/14/2020	VERIZON WIRELESS	JULY/2020	07/21/2020	FIRE ADMIN	1,254.64
010-516-209	117072	08/14/2020	DAY AUTO SUPPLY INC	808609	07/21/2020	CHUCK HD	16.77
010-516-209	117092	08/14/2020	SENERGY PETROLEUM	657694	07/28/2020	BLUE DEF	236.04
010-516-209	117461	08/21/2020	ASCENDANT AUTO & DIESEL SERVICE	308	08/11/2020	SERVICE & REPAIRS FOR FD -G-854GL	2,682.54
010-516-209	117072	08/14/2020	DAY AUTO SUPPLY INC	808254	07/16/2020	BACK PLATE, RUBBING COMPOUND, BONNET	54.12
010-516-210	116980	08/07/2020	MOTOROLA SOLUTIONS INC.	8280966432	05/30/2020	RADIO PARTS, HOLSTERS, ANTENNAS	382.08
010-516-215	117460	08/21/2020	ARIZONA PUBLIC SERVICE	8742601000	08/10/2020	72 E. 1ST ST	1,853.08
010-516-215	117093	08/14/2020	SOUTHWEST GAS CORPORATION	JULY/2020	08/05/2020	72 E 1ST ST	74.05
010-516-215	117460	08/21/2020	ARIZONA PUBLIC SERVICE	8742601000	08/10/2020	1817 N HUNT HWY 50%	160.13
010-516-215	117064	08/14/2020	BIA	JULY/2020	08/01/2020	3949 N IOWA RADIO TOWER #2 SPLIT 50%	188.39
010-516-302	117076	08/14/2020	FLORENCE TRUE VALUE HARDWARE	249204	08/03/2020	SHARPIE, MARKER	9.30
010-516-302	117091	08/14/2020	SALT WORKS	11161TJ	08/03/2020	SALT FOR WATER SYSTEM	76.24
010-516-302	720	08/17/2020	AMAZON.COM	July 31 2020	07/31/2020	PURCHASE AMZN MKTP US BATTERIES FOR	162.48
010-516-302	117477	08/21/2020	LAVONNA PEREZ	POSTAGE/2020	08/20/2020	REIMBURSEMENT FOR MAILINGS (4) TO	16.40
010-516-304	116986	08/07/2020	UNITED FIRE EQUIPMENT CO.	728960	06/25/2020	BRUSH PANTS FOR CREWS	1,414.43
010-516-311	720	08/17/2020	AMAZON.COM	July 31 2020	07/31/2020	PURCHASE AMZN MKTP US AUTOMATIC DOOR	128.60
010-516-312	117490	08/21/2020	THE SUPPLY CACHE	248363	08/14/2020	WILDLAND TOOLS	263.91
010-516-312	117517	08/28/2020	L. N. CURTIS AND SONS	INV410852	07/31/2020	WILDLAND EQUIPMENT	32.58
010-516-312	117082	08/14/2020	L. N. CURTIS AND SONS	INV409423	07/29/2020	WILDLAND EQUIPMENT	1,484.66
010-516-315	117061	08/13/2020	WAXIE SANITARY SUPPLY	79187690	03/20/2020	JANITORIAL SUPPLIES	97.63
010-516-321	117470	08/21/2020	FLORENCE HOSPITAL AT ANTHEM	FF073120-2	07/31/2020	DRUG RESTOCK FOR HOSPITAL PHARMACY	271.26
010-516-321	117059	08/13/2020	STRYKER MEDICAL	2899150M	01/10/2020	SALES TAX NOT PAID ON ORIGINAL INVOICE	157.90
010-516-321	117479	08/21/2020	MT VISTA MEDICAL CENTER	FF073120	07/31/2020	DRUG RESTOCK AT HOSPITAL PHARMACY	967.48
010-516-321	720	08/17/2020	ARIZONA PLASTICS LLC	July 31 2020	07/31/2020	PURCHASE ARIZONA PLASTICS INSERTS FOR	671.30
010-516-401	117475	08/21/2020	INT'L ASSOC. ARSON INVESTIGATO	36299	06/25/2020	ANNUAL MEMBERSHIP FEES	135.00
010-516-408	117011	08/11/2020	FIRE FIGHTER'S POLICE OFFICER'S	214234	07/31/2020	FIREFIGHTERS & POLICE CANCER INSURANCE	650.00

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FIRE STATION #1							\$13,502.98
FIRE STATION #2							
010-517-201	117067	08/14/2020	CENTURYLINK	JULY/2020.2	07/28/2020	723-7347 HUNT FIRE	238.02
010-517-201	117069	08/14/2020	COX BUSINESS	JULY/2020	07/24/2020	2035 N HUNT HWY	105.76
010-517-201	117069	08/14/2020	COX BUSINESS	JULY/2020	07/24/2020	2035 N HUNT HWY - FD #2-8801	58.86
010-517-209	117092	08/14/2020	SENERGY PETROLEUM	657697	07/28/2020	BLUE DEF	236.04
010-517-210	116980	08/07/2020	MOTOROLA SOLUTIONS INC.	8280966432	05/30/2020	RADIO PARTS	382.08
010-517-212	117079	08/14/2020	JOHNSON UTILITIES	JULY/2020 8081-	08/05/2020	2035 N HUNT HWY FD#2-WATER	69.96
010-517-212	117079	08/14/2020	JOHNSON UTILITIES	JULY/2020 8082-	08/05/2020	2035 N HUNT HWY FD#2-SEWER	418.77
010-517-215	117093	08/14/2020	SOUTHWEST GAS CORPORATION	JULY/2020	08/05/2020	2035 N HUNT HWY	90.85
010-517-215	117460	08/21/2020	ARIZONA PUBLIC SERVICE	8742601000	08/10/2020	2034 N HUNT HWY	1,789.45
010-517-304	116986	08/07/2020	UNITED FIRE EQUIPMENT CO.	728960	06/25/2020	BRUSH PANTS FOR CREWS	1,700.00
010-517-312	117490	08/21/2020	THE SUPPLY CACHE	248363	08/14/2020	WILDLAND TOOLS	263.91
010-517-312	117082	08/14/2020	L. N. CURTIS AND SONS	INV409423	07/29/2020	WILDLAND EQUIPMENT	1,484.67
010-517-312	117517	08/28/2020	L. N. CURTIS AND SONS	INV410852	07/31/2020	WILDLAND EQUIPMENT	32.58
010-517-408	117011	08/11/2020	FIRE FIGHTER'S POLICE OFFICER'S	214234	07/31/2020	FIREFIGHTERS & POLICE CANCER INSURANCE	600.00
							\$7,470.95
INFORMATION TECHNOLOGY							
010-519-201	117096	08/14/2020	VERIZON WIRELESS	JULY/2020	07/21/2020	IT / COUNCIL LAPTOPS	385.79
010-519-207	720	08/17/2020	ADOBE SYSTEMS INCORPORATED	July 31 2020	07/31/2020	ADOBE CREATIVE CLOUD SUBSCRIPTION	57.87
010-519-207	720	08/17/2020	ZOOM	July 31 2020	07/31/2020	ZOOM - TELECONFERENCE/TELECOMMUTE	80.00
010-519-207	117042	08/11/2020	T-MOBILE USA INC.	JULY 2020	07/21/2020	GPS FOR FLEET-PR	13.91
010-519-207	720	08/17/2020	RAMNODE.COM	July 31 2020	07/31/2020	TOWN WEBSITE HOSTING	42.04
010-519-207	720	08/17/2020	SENDGRID	July 31 2020	07/31/2020	TOWN EMAIL MARKETING	14.95
010-519-207	720	08/17/2020	RAMNODE.COM	July 31 2020	07/31/2020	TOWN WEBSITE HOSTING	42.05
010-519-207	720	08/17/2020	RAMNODE.COM	July 31 2020	07/31/2020	TOWN WEBSITE HOSTING	11.62
010-519-207	720	08/17/2020	MODERN TRIBE	July 31 2020	07/31/2020	THE EVENTS CALENDAR PLUGIN FOR TOWN	35.00
010-519-207	720	08/17/2020	GOOGLE	July 31 2020	07/31/2020	GOOGLE DRIVE STORAGE FOR WEBSITE BACKUP	2.99
010-519-207	720	08/17/2020	RAMNODE.COM	July 31 2020	07/31/2020	TOWN WEBSITE HOSTING	83.00
010-519-211	720	08/17/2020	AMAZON.COM	July 31 2020	07/31/2020	EMERGENCY HARD DRIVE PURCHASE FOR	397.17

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INFORMATION TECHNOLOGY							
010-519-217	116970	08/07/2020	AT&T MOBILITY	287298070188X	06/18/2020	AT&T HOTSPOT (B. BILLINGSLEY)	40.24
010-519-222	117069	08/14/2020	COX BUSINESS	JULY/2020	07/24/2020	775 N MAIN STREET DIGITAL ADAPTOR	47.78
010-519-222	117069	08/14/2020	COX BUSINESS	JULY/2020	07/24/2020	775 N MAIN MAIN TRUNK LINE	1,220.00
010-519-302	720	08/17/2020	AMAZON.COM	July 31 2020	07/31/2020	HDMI TO DISPLAY PORT CABLES FOR TOWN	137.90
010-519-302	116988	08/07/2020	WATER SHED	400004041	03/09/2020	WATER/ICE IT	13.22
010-519-323	720	08/17/2020	MICROSOFT CORPORATION	July 31 2020	07/31/2020	MICROSOFT OFFICE 365 E1 MONTHLY	742.56
010-519-323	116973	08/07/2020	CASELLE INC.	102954	06/16/2020	MIEXCEL AP EXCEL ADD-ON FOR ACCOUNTS	1,000.00
010-519-323	116973	08/07/2020	CASELLE INC.	102954	06/16/2020	MIEXCEL UM EXCEL ADD-ON FOR UTILITIES	2,000.00
010-519-323	116999	08/11/2020	CASELLE INC.	103546	07/14/2020	ACH MODULE FOR BANK PAYMENT UPLOAD	250.00
010-519-323	720	08/17/2020	ARCHIVESOCIAL	July 31 2020	07/31/2020	ARCHIVE SOCIAL - SOCIAL NETWORK ARCHIVE	3,591.00
010-519-410	720	08/17/2020	KEYWEST TECHNOLOGY INC	July 31 2020	07/31/2020	CHANNEL 11 VIDEO STREAMING TO	395.00
							\$10,604.09
FITNESS CENTER							
010-520-201	117069	08/14/2020	COX BUSINESS	JULY/2020	07/24/2020	132 BAILEY ST - FITNESS CENTER	3.14
010-520-201	117509	08/28/2020	COX BUSINESS	AUG/2020	08/11/2020	132 BAILEY ST - FITNESS CENTER	3.14
010-520-215	117460	08/21/2020	ARIZONA PUBLIC SERVICE	8742601000	08/10/2020	133 N MAIN ST	920.75
010-520-215	117093	08/14/2020	SOUTHWEST GAS CORPORATION	JULY/2020	08/05/2020	133 N MAIN ST	31.23
							\$958.26
PARKS & RECREATION ADMINISTRATION							
010-521-207	117042	08/11/2020	T-MOBILE USA INC.	JULY 2020	07/21/2020	GPS FOR FLEET-SC	97.37
010-521-231	117026	08/11/2020	KS STATEBANK	08.05.20	08/05/2020	AUG/20 AOT CONTRACT OBLIGATION	239.88
010-521-301	117030	08/11/2020	OFFICE DEPOT INC	108688990001	07/20/2020	OFFICE SUPPLIES	14.12
010-521-301	117030	08/11/2020	OFFICE DEPOT INC	108663152001	07/21/2020	OFFICE SUPPLIES	14.80
010-521-301	720	08/17/2020	VISTAPRINT NETHERLANDS B.V.	July 31 2020	07/31/2020	PURCHASE VISTAPRINT*VISTAPRINT.COM	29.47
010-521-402	720	08/17/2020	ARIZONA PARKS AND	July 31 2020	07/31/2020	2020 VIRTUAL APRA CONFERENCE - ALLEN	250.00
010-521-444	720	08/17/2020	A & M PIZZA	July 31 2020	07/31/2020	STAFF FOOD TO CELEBRATE WORK DONE	62.99
							\$708.63
PARK MAINTENANCE							
010-522-201	117096	08/14/2020	VERIZON WIRELESS	JULY/2020	07/21/2020	PARKS MAINTENANCE	224.34
010-522-207	117500	08/28/2020	ARIZONA'S BEST CHOICE PEST &	17551	08/03/2020	GOPHER ABATEMENT FOR HERITAGE PARK	235.00

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PARK MAINTENANCE							
010-522-207	117500	08/28/2020	ARIZONA'S BEST CHOICE PEST &	14732	07/13/2020	GOPHER ABATEMENT FOR HERITAGE PARK	235.00
010-522-207	117500	08/28/2020	ARIZONA'S BEST CHOICE PEST &	19625	08/17/2020	GOPHER ABATEMENT FOR HERITAGE PARK	235.00
010-522-209	117467	08/21/2020	DAY AUTO SUPPLY INC	810181	08/10/2020	PARTS FOR PR	50.95
010-522-215	117460	08/21/2020	ARIZONA PUBLIC SERVICE	8742601000	08/10/2020	77 W. RUGGLES ST	87.89
010-522-215	117460	08/21/2020	ARIZONA PUBLIC SERVICE	8742601000	08/10/2020	289 N MAIN ST UNIT 1-2	96.02
010-522-215	117460	08/21/2020	ARIZONA PUBLIC SERVICE	8742601000	08/10/2020	300 W. 1ST	245.09
010-522-215	117460	08/21/2020	ARIZONA PUBLIC SERVICE	8742601000	08/10/2020	364 N UNIVERSITY	250.90
010-522-215	117460	08/21/2020	ARIZONA PUBLIC SERVICE	8742601000	08/10/2020	218 E. 8TH ST	156.07
010-522-215	117460	08/21/2020	ARIZONA PUBLIC SERVICE	8742601000	08/10/2020	28 E 11TH ST	94.21
010-522-215	117460	08/21/2020	ARIZONA PUBLIC SERVICE	8742601000	08/10/2020	121 W. 22 ST PARK	117.19
010-522-222	117035	08/11/2020	RICK HALL	33543	07/01/2020	MAIN STREET PARK PORTABLE TOILET	76.44
010-522-222	117035	08/11/2020	RICK HALL	33962	08/01/2020	MAIN STREET PARK PORTABLE TOILET	76.44
010-522-302	117512	08/28/2020	FLORENCE TRUE VALUE HARDWARE	249383	08/14/2020	IRRIGATION, FIELD PAINT AND MISCELLANEOUS	19.02
010-522-302	720	08/17/2020	SAFEWAY INC.	July 31 2020	07/31/2020	DONUTS FOR CEMETERY CLEANUP	25.50
010-522-302	720	08/17/2020	WALMART COMMUNITY # 0005 7118	July 31 2020	07/31/2020	GROCERY WATER AND GATORADE FOR	45.11
010-522-302	720	08/17/2020	WALMART COMMUNITY # 0005 7118	July 31 2020	07/31/2020	SUPPLIES FOR BIOMARKERS FOR PLANTERS	17.42
010-522-302	117512	08/28/2020	FLORENCE TRUE VALUE HARDWARE	249354	08/13/2020	IRRIGATION, FIELD PAINT AND MISCELLANEOUS	50.56
010-522-302	117512	08/28/2020	FLORENCE TRUE VALUE HARDWARE	248816	07/13/2020	IRRIGATION, FIELD PAINT AND MISCELLANEOUS	49.70
010-522-302	117512	08/28/2020	FLORENCE TRUE VALUE HARDWARE	249164	07/31/2020	IRRIGATION, FIELD PAINT AND MISCELLANEOUS	36.98
010-522-302	117512	08/28/2020	FLORENCE TRUE VALUE HARDWARE	248873	07/15/2020	IRRIGATION, FIELD PAINT AND MISCELLANEOUS	54.62
010-522-302	117512	08/28/2020	FLORENCE TRUE VALUE HARDWARE	249082	07/27/2020	IRRIGATION, FIELD PAINT AND MISCELLANEOUS	22.40
010-522-302	117512	08/28/2020	FLORENCE TRUE VALUE HARDWARE	249136	07/30/2020	IRRIGATION, FIELD PAINT AND MISCELLANEOUS	79.14
010-522-302	117512	08/28/2020	FLORENCE TRUE VALUE HARDWARE	249228	08/05/2020	IRRIGATION, FIELD PAINT AND MISCELLANEOUS	28.24
010-522-302	117512	08/28/2020	FLORENCE TRUE VALUE HARDWARE	249241	08/06/2020	IRRIGATION, FIELD PAINT AND MISCELLANEOUS	26.04
010-522-302	117512	08/28/2020	FLORENCE TRUE VALUE HARDWARE	249286	08/10/2020	IRRIGATION, FIELD PAINT AND MISCELLANEOUS	12.67
010-522-302	117512	08/28/2020	FLORENCE TRUE VALUE HARDWARE	248666	07/01/2020	IRRIGATION, FIELD PAINT AND MISCELLANEOUS	83.63
010-522-302	117512	08/28/2020	FLORENCE TRUE VALUE HARDWARE	249292	08/10/2020	IRRIGATION, FIELD PAINT AND MISCELLANEOUS	74.89
010-522-302	117512	08/28/2020	FLORENCE TRUE VALUE HARDWARE	249363	08/13/2020	IRRIGATION, FIELD PAINT AND MISCELLANEOUS	24.12
010-522-302	117512	08/28/2020	FLORENCE TRUE VALUE HARDWARE	249137	07/30/2020	IRRIGATION, FIELD PAINT AND MISCELLANEOUS	37.01
010-522-302	117512	08/28/2020	FLORENCE TRUE VALUE HARDWARE	249379	08/14/2020	IRRIGATION, FIELD PAINT AND MISCELLANEOUS	20.51
010-522-317	117510	08/28/2020	EWING	12372391	08/13/2020	IRRIGATION SUPPLIES	292.58

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PARK MAINTENANCE							
010-522-317	117510	08/28/2020	EWING	12372006	08/13/2020	IRRIGATION SUPPLIES	277.06
010-522-317	117510	08/28/2020	EWING	12347388	08/11/2020	IRRIGATION SUPPLIES	415.22
010-522-317	720	08/17/2020	HOME DEPOT CREDIT SERVICES	July 31 2020	07/31/2020	POTTING SOIL FOR MAIN ST. PLANTERS	284.51
010-522-317	720	08/17/2020	HOME DEPOT CREDIT SERVICES	July 31 2020	07/31/2020	MOWER	400.55
010-522-317	720	08/17/2020	HOME DEPOT CREDIT SERVICES	July 31 2020	07/31/2020	MOWER AND WATER SOFTENER	166.68
010-522-317	720	08/17/2020	HOME DEPOT CREDIT SERVICES	July 31 2020	07/31/2020	IRRIGATION SUPPLIES AND SHRUBS	383.61
							\$5,108.31
COMMUNITY CENTER FACILITY							
010-523-215	117460	08/21/2020	ARIZONA PUBLIC SERVICE	8742601000	08/10/2020	778 N MAIN ST	7,141.89
010-523-401	720	08/17/2020	MOOD MEDIA CORPORATE	July 31 2020	07/31/2020	PANDORA FOR BUSINESS- ANNUAL MUSIC	29.43
							\$7,171.32
AQUATICS PROGRAMS							
010-524-207	117506	08/28/2020	CENTURYLINK	JULY/2020.3	08/16/2020	868-0265 PARKS & REC	326.58
010-524-215	117460	08/21/2020	ARIZONA PUBLIC SERVICE	8742601000	08/10/2020	174 W. 1ST UNIT 2	3,960.84
010-524-215	117093	08/14/2020	SOUTHWEST GAS CORPORATION	JULY/2020	08/05/2020	174 W 1ST ST #2	90.86
010-524-302	117031	08/11/2020	PINAL CO. ENVIRONMENTAL HEALTH	BP-15-010-20	07/01/2020	PERMIT TO OPERATE FLORENCE AQUATIC	192.00
010-524-310	117017	08/11/2020	HILL BROTHERS CHEMICAL CO.	50920687	06/29/2020	MURIATIC ACID, CHEMICALS FOR AQUATIC	1,045.69
010-524-401	720	08/17/2020	MOOD MEDIA CORPORATE	July 31 2020	07/31/2020	PANDORA FOR BUSINESS- ANNUAL MUSIC	29.43
							\$5,645.40
RECREATION PROGRAMS							
010-525-201	117096	08/14/2020	VERIZON WIRELESS	JULY/2020	07/21/2020	RECREATION PROGRAMS	18.90
010-525-302	720	08/17/2020	DOLLAR TREE STORES INC	July 31 2020	07/31/2020	SUPPLIES FOR TAKE AND MAKE	122.94
010-525-302	720	08/17/2020	WALMART COMMUNITY # 0005 7118	July 31 2020	07/31/2020	PURCHASE DOLLAR TREE	37.47
010-525-401	720	08/17/2020	CANVA	July 31 2020	07/31/2020	ANNUAL GRAPHIC DESIGN PLATFORM FOR	119.40
010-525-402	720	08/17/2020	ARIZONA PARKS AND	July 31 2020	07/31/2020	2020 VIRTUAL APRA CONFERENCE	250.00
010-525-402	720	08/17/2020	ARIZONA PARKS AND	July 31 2020	07/31/2020	2020 VIRTUAL FULL CONFERENCE	250.00
010-525-402	720	08/17/2020	NATIONAL RECREATION & PARK	July 31 2020	07/31/2020	NRPA MEMBERSHIP CETTA MENDIVIL FELIZ	675.00
010-525-403	720	08/17/2020	ARIZONA PARKS AND	July 31 2020	07/31/2020	ARIZONA PARKS REC CONFERENCE 2020	250.00
							\$1,723.71
SPECIAL EVENTS							

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SPECIAL EVENTS							
010-526-302	720	08/17/2020	WALMART COMMUNITY # 0005 7118	July 31 2020	07/31/2020	SUPPLIES FOR VIRTUAL 4TH OF JULY	23.46
010-526-302	720	08/17/2020	WALMART COMMUNITY # 0005 7118	July 31 2020	07/31/2020	SUPPLIES FOR VIRTUAL FOURTH OF JULY	19.26
010-526-302	720	08/17/2020	U. S. POST MASTER	July 31 2020	07/31/2020	POSTAGE FOR MASK DASH 50K SHIRTS AND	33.61
010-526-407	117516	08/28/2020	KRISTEN LYNN HASTINGS	JULY 30/2020	07/30/2020	GRAPHIC DESIGN FOR SHOP LOCAL BANNER	320.00
							\$396.33
SENIOR CENTER							
010-528-201	117096	08/14/2020	VERIZON WIRELESS	JULY/2020	07/21/2020	SENIOR CENTER	19.05
010-528-201	117509	08/28/2020	COX BUSINESS	AUG/2020	08/11/2020	330 N PINAL ST. - SENIOR CENTER	79.91
010-528-201	117069	08/14/2020	COX BUSINESS	JULY/2020	07/24/2020	778 N MAIN ST - LIBRARY	130.21
010-528-207	117042	08/11/2020	T-MOBILE USA INC.	JULY 2020	07/21/2020	GPS FOR FLEET	55.64
010-528-209	117467	08/21/2020	DAY AUTO SUPPLY INC	810292	08/11/2020	PARTS FOR SC	2.23
010-528-209	117467	08/21/2020	DAY AUTO SUPPLY INC	810299	08/11/2020	PARTS FOR SC	123.42
010-528-215	117460	08/21/2020	ARIZONA PUBLIC SERVICE	8742601000	08/10/2020	330 N PINAL ST	1,430.01
010-528-215	117093	08/14/2020	SOUTHWEST GAS CORPORATION	JULY/2020	08/05/2020	330 N PINAL ST	36.08
010-528-217	116991	08/11/2020	AQUA CHILL INC #1	24340924	06/20/2020	MONTHLY RENTAL FOR RO AND 3 GAL TANK	32.43
010-528-302	720	08/17/2020	MOOD MEDIA CORPORATE	July 31 2020	07/31/2020	PANDORA FOR BUSINESS- ANNUAL MUSIC	29.43
							\$1,938.41
LIBRARY							
010-529-207	117004	08/11/2020	COUNTWISE THE PEOPLE COUNTING	2020-291	07/01/2020	PEOPLE COUNTER	300.00
010-529-301	720	08/17/2020	AMAZON.COM	July 31 2020	07/31/2020	MONITOR STANDS MOUSE PAD TAPE DISPENSER	142.84
010-529-302	117495	08/21/2020	WIST OFFICE PRODUCTS	2034463	08/13/2020	HAND SANITIZING WIPES, DISINFECTING WIPES,	98.59
010-529-401	117498	08/28/2020	AMERICAN LIBRARY ASSOC	M2228132	02/15/2019	MEMBERSHIP DUES FOR GLORIA M	74.00
010-529-401	720	08/17/2020	CANVA	July 31 2020	07/31/2020	ANNUAL GRAPHIC DESIGN PLATFORM FOR	119.40
							\$734.83
ENGINEERING							
010-530-201	117096	08/14/2020	VERIZON WIRELESS	JULY/2020	07/21/2020	ENGINEERING PHONES	84.19
010-530-209	117467	08/21/2020	DAY AUTO SUPPLY INC	809727	08/04/2020	PARTS FOR ENGINEERING	7.45
							\$91.64
FACILITIES MAINTENANCE							
010-531-201	117069	08/14/2020	COX BUSINESS	JULY/2020	07/24/2020	425 E. RUGGLES ST - PW	12.56

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FACILITIES MAINTENANCE							
010-531-201	117096	08/14/2020	VERIZON WIRELESS	JULY/2020	07/21/2020	FACILITIES	166.70
010-531-201	117509	08/28/2020	COX BUSINESS	AUG/2020	08/11/2020	425 E. RUGGLES ST - PW	3.14
010-531-207	117492	08/21/2020	UNITED EXTERMINATING	07312020	07/31/2020	EXTERMINATING SERVICES FOR TOWN FACILITIES	610.00
010-531-207	116979	08/07/2020	METRO FIRE EQUIPMENT INC.	IN00257842	06/08/2020	FIRE SUPPRESSION SVC - COM CENTER/LIB	955.00
010-531-207	117502	08/28/2020	BENSON SYSTEMS	859109	08/17/2020	SILVER KING FIRE ALARMS	32.95
010-531-207	117502	08/28/2020	BENSON SYSTEMS	859109	08/17/2020	MCFARLAND PARK	34.95
010-531-207	117502	08/28/2020	BENSON SYSTEMS	859109	08/17/2020	COMMUNITY LIBRARY FIRE ALARM	32.95
010-531-207	117502	08/28/2020	BENSON SYSTEMS	859109	08/17/2020	TOWN HALL	49.95
010-531-207	117502	08/28/2020	BENSON SYSTEMS	859109	08/17/2020	TOWN HALL	24.95
010-531-207	117502	08/28/2020	BENSON SYSTEMS	859109	08/17/2020	AQUATICS FACILITY - FIRE ALARM	32.95
010-531-207	117502	08/28/2020	BENSON SYSTEMS	859109	08/17/2020	AQUATICS FACILITY - FIRE ALARM	39.95
010-531-207	116979	08/07/2020	METRO FIRE EQUIPMENT INC.	IN00257839	06/08/2020	FIRE SUPPRESSION SVC - IT DEPT	385.00
010-531-207	117502	08/28/2020	BENSON SYSTEMS	859109	08/17/2020	SWWTP FIRE ALARM	32.95
010-531-207	117502	08/28/2020	BENSON SYSTEMS	859109	08/17/2020	IT BUILDING	44.95
010-531-207	117502	08/28/2020	BENSON SYSTEMS	859109	08/17/2020	COMMUNITY LIBRARY INTRUSION SYSTEM	39.95
010-531-207	117502	08/28/2020	BENSON SYSTEMS	859109	08/17/2020	SILVER KING ELEVATORS	32.95
010-531-207	117502	08/28/2020	BENSON SYSTEMS	859109	08/17/2020	PLANNING & UTILITY	35.95
010-531-207	117502	08/28/2020	BENSON SYSTEMS	859109	08/17/2020	PD EVIDENCE	24.95
010-531-207	117502	08/28/2020	BENSON SYSTEMS	859109	08/17/2020	FITNESS CENTER	49.95
010-531-207	117502	08/28/2020	BENSON SYSTEMS	859109	08/17/2020	ANTHEM FIRE	39.95
010-531-208	117042	08/11/2020	T-MOBILE USA INC.	JULY 2020	07/21/2020	GPS FOR FLEET	69.55
010-531-302	117471	08/21/2020	FLORENCE TRUE VALUE HARDWARE	249345	08/12/2020	OPERATING SUPPLIES FOR FAC. MAINTENANCE	11.99
010-531-302	117471	08/21/2020	FLORENCE TRUE VALUE HARDWARE	249013	07/22/2020	OPERATING SUPPLIES FOR FAC. MAINTENANCE	5.38
010-531-302	117471	08/21/2020	FLORENCE TRUE VALUE HARDWARE	249026	07/23/2020	OPERATING SUPPLIES FOR FAC. MAINTENANCE	31.76
010-531-302	720	08/17/2020	HOME DEPOT CREDIT SERVICES	July 31 2020	07/31/2020	HOME DEPOT - OP. SUPPLIES FOR FAC. MAINT.	74.98
010-531-302	116989	08/11/2020	AAF INTERNATIONAL	91543858	07/22/2020	OPERATING SUPPLIES FOR FACILITIES	918.53
010-531-302	117000	08/11/2020	CENTRAL ARIZONA SUPPLY INC	4474344-00	07/21/2020	OPERATING SUPPLIES FOR FACILITIES	212.19
010-531-302	117471	08/21/2020	FLORENCE TRUE VALUE HARDWARE	248866	07/15/2020	OPERATING SUPPLIES FOR FAC. MAINTENANCE	33.81
010-531-302	117471	08/21/2020	FLORENCE TRUE VALUE HARDWARE	249381	08/14/2020	OPERATING SUPPLIES FOR FAC. MAINTENANCE	8.65
010-531-302	720	08/17/2020	HOME DEPOT CREDIT SERVICES	July 31 2020	07/31/2020	HOME DEPOT - OP. SUPP. FOR FAC. MAINT.	321.36
010-531-302	117471	08/21/2020	FLORENCE TRUE VALUE HARDWARE	249284	08/10/2020	OPERATING SUPPLIES FOR FAC. MAINTENANCE	11.32

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FACILITIES MAINTENANCE							
010-531-302	117471	08/21/2020	FLORENCE TRUE VALUE HARDWARE	249333	08/12/2020	OPERATING SUPPLIES FOR FAC. MAINTENANCE	.39
010-531-302	117471	08/21/2020	FLORENCE TRUE VALUE HARDWARE	249371	08/14/2020	OPERATING SUPPLIES FOR FAC. MAINTENANCE	46.06
010-531-302	117471	08/21/2020	FLORENCE TRUE VALUE HARDWARE	249397	08/17/2020	OPERATING SUPPLIES FOR FAC. MAINTENANCE	23.27
010-531-302	117471	08/21/2020	FLORENCE TRUE VALUE HARDWARE	249283	08/10/2020	OPERATING SUPPLIES FOR FAC. MAINTENANCE	1.37
010-531-302	117471	08/21/2020	FLORENCE TRUE VALUE HARDWARE	248815	07/13/2020	CREDIT OPERATING SUPPLIES FOR FAC.	-20.10
010-531-302	117471	08/21/2020	FLORENCE TRUE VALUE HARDWARE	248860	07/15/2020	OPERATING SUPPLIES FOR FAC. MAINTENANCE	86.70
010-531-311	117471	08/21/2020	FLORENCE TRUE VALUE HARDWARE	249345	08/12/2020	SMALL TOOLS FOR FAC MAINT	19.11
							\$4,538.97
GENERAL GOVERNMENT							
010-532-201	117506	08/28/2020	CENTURYLINK	JULY/2020.3	08/16/2020	868-7500 MAIN LINE	90.90
010-532-201	117506	08/28/2020	CENTURYLINK	JULY/2020.3	08/16/2020	868-0236	55.83
010-532-201	117067	08/14/2020	CENTURYLINK	JULY/2020.2	07/28/2020	868-0238 AW/SR 9-1-1 LOCATOR	79.28
010-532-201	117505	08/28/2020	CENTURYLINK	140879699	08/08/2020	88699086	268.88
010-532-201	117067	08/14/2020	CENTURYLINK	JULY/2020.2	07/28/2020	868-0118 TRUNK LINE	539.79
010-532-202	117033	08/11/2020	PITNEY BOWES INC	4877	07/14/2020	POSTAGE REFILL	2,523.50
010-532-206	117063	08/14/2020	AZ MUNICIPAL RISK RETENTION-	40001519-	08/12/2020	COMMERCIAL PKG - 2000238-4 & EXCESS POLICY	76.00
010-532-206	117016	08/11/2020	HARTFORD INSURANCE COMPANY	9901481960201	07/19/2020	POLICY FOR FIRE INSURANCE RENEWED	1,610.00
010-532-214	117506	08/28/2020	CENTURYLINK	JULY/2020.3	08/16/2020	868-8933 291 S. BAILEY	293.83
010-532-214	117506	08/28/2020	CENTURYLINK	JULY/2020.3	08/16/2020	868-0705 SILVERKING ALARM	174.80
010-532-214	117460	08/21/2020	ARIZONA PUBLIC SERVICE	8742601000	08/10/2020	440 N MAIN STE 102	262.85
010-532-214	117460	08/21/2020	ARIZONA PUBLIC SERVICE	8742601000	08/10/2020	440 N MAIN ST STE 202	164.65
010-532-214	117460	08/21/2020	ARIZONA PUBLIC SERVICE	8742601000	08/10/2020	440 N MAIN ST SILVER KING	210.67
010-532-214	117460	08/21/2020	ARIZONA PUBLIC SERVICE	8742601000	08/10/2020	440 N MAIN ST STE 201	165.58
010-532-214	117460	08/21/2020	ARIZONA PUBLIC SERVICE	8742601000	08/10/2020	440 N MAIN ST STE 101	244.71
010-532-215	117460	08/21/2020	ARIZONA PUBLIC SERVICE	8742601000	08/10/2020	775 N MAIN ST TOWN HALL	4,509.49
010-532-215	117460	08/21/2020	ARIZONA PUBLIC SERVICE	8742601000	08/10/2020	291 N BAILEY ST	525.48
010-532-215	117460	08/21/2020	ARIZONA PUBLIC SERVICE	8742601000	08/10/2020	24 W. RUGGLES ST MCFARLAND	59.17
010-532-215	117460	08/21/2020	ARIZONA PUBLIC SERVICE	8742601000	08/10/2020	600 N MAIN ST - I.T.	599.35
010-532-215	117460	08/21/2020	ARIZONA PUBLIC SERVICE	8742601000	08/10/2020	24 W. RUGGLES ST	1,014.17
010-532-217	117507	08/28/2020	CITY OF COOLIDGE	1056	05/21/2020	CART RENEWAL PAYMENT OCT. 2020 / SEPT.	23,558.00
010-532-314	117527	08/28/2020	SHRED-IT USA	1135627301	08/14/2020	CREDIT	-37.75

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GENERAL GOVERNMENT							
010-532-314	117494	08/21/2020	WATER SHED	400004744	06/29/2020	MONTHLY WATER/ICE SERVICE FOR FINANCE &	13.22
010-532-314	117494	08/21/2020	WATER SHED	400005048	08/05/2020	MONTHLY WATER/ICE SERVICE FOR FINANCE &	9.89
010-532-314	117494	08/21/2020	WATER SHED	400004980	07/29/2020	MONTHLY WATER/ICE SERVICE FOR FINANCE &	26.40
010-532-314	117494	08/21/2020	WATER SHED	400004867	07/15/2020	MONTHLY WATER/ICE SERVICE FOR FINANCE &	25.35
010-532-314	117494	08/21/2020	WATER SHED	400004741	06/29/2020	MONTHLY WATER/ICE SERVICE FOR FINANCE &	15.98
010-532-314	117527	08/28/2020	SHRED-IT USA	8180092120	07/15/2020	MONTHLY SHRED SERVICE FOR FINANCE	34.00
010-532-314	117527	08/28/2020	SHRED-IT USA	8180283031	08/15/2020	MONTHLY SHRED SERVICE FOR FINANCE	34.00
							\$37,148.02
EMERGENCY RESPONSE							
010-550-302	117086	08/14/2020	MISSION PROCUREMENT LLC	1025	07/28/2020	COVID PPE AND SUPPLIES	6,262.00
010-550-302	720	08/17/2020	AMAZON.COM	July 31 2020	07/31/2020	DISINFECTANT	11.54
010-550-302	720	08/17/2020	AMAZON.COM	July 31 2020	07/31/2020	DISINFECTANT	123.80
010-550-315	720	08/17/2020	AMAZON.COM	July 31 2020	07/31/2020	PURCHASE AMZN MKTP US DISINFECTANT FOR	186.59
							\$6,583.93
TOWN CLERK							
010-551-201	117506	08/28/2020	CENTURYLINK	JULY/2020.3	08/16/2020	868-8030 MCFARLAND PARK ALARM	55.83
010-551-205	117497	08/28/2020	AMERICAN LEGAL	2359	08/14/2020	CODE UPDATES 2020 S-18	201.05
010-551-301	117521	08/28/2020	OFFICE DEPOT INC	115793695001	08/11/2020	OFFICE SUPPLIES	9.63
010-551-301	117521	08/28/2020	OFFICE DEPOT INC	116220138001	08/12/2020	OFFICE SUPPLIES	14.04
010-551-301	720	08/17/2020	TARGET	July 31 2020	07/31/2020	CLEANING SUPPLIES FOR COVID-19 CLEANING IN	17.88
010-551-401	720	08/17/2020	IIMC	July 31 2020	07/31/2020	MEMBERSHIP RENEWAL FOR MARIA	110.00
010-551-401	720	08/17/2020	IIMC	July 31 2020	07/31/2020	MEMBERSHIP RENEWAL FOR LISA GARCIA	210.00
010-551-401	720	08/17/2020	ARIZONA MUNICIPAL CLERKS ASSOC	July 31 2020	07/31/2020	MEMBERSHIP RENEWAL FOR LISA GARCIA	395.00
010-551-401	720	08/17/2020	A C M A	July 31 2020	07/31/2020	MEMBERSHIP RENEWAL FOR BRENT	217.00
010-551-403	720	08/17/2020	ARIZONA MUNICIPAL CLERKS ASSOC	July 31 2020	07/31/2020	ELECTION TRAINING NO.2 FOR LISA GARCIA	75.00
010-551-403	720	08/17/2020	ARIZONA MUNICIPAL CLERKS ASSOC	July 31 2020	07/31/2020	ELECTION TRAINING #1 FOR LISA GARCIA MARIA	75.00
							\$1,380.43
CAPITAL IMPROVEMENT FUND - PARKS & RECREATION PROGRAMS							
011-525-323	116974	08/07/2020	CIVICPLUS LLC	201132	06/23/2020	RECREATIONAL SOFTWARE	4,824.50
011-525-323	116974	08/07/2020	CIVICPLUS LLC	201132	06/23/2020	AMOUNT OVER PO	851.00

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CAPITAL IMPROVEMENT FUND - PARKS & RECREATION PROGRAMS							\$5,675.50
HURF - PUBLIC WORKS/STREETS							
012-518-201	117096	08/14/2020	VERIZON WIRELESS	JULY/2020	07/21/2020	PUBLIC WORKS/STREETS PHONES	790.73
012-518-207	117042	08/11/2020	T-MOBILE USA INC.	JULY 2020	07/21/2020	GPS - FOR FLEET	292.11
012-518-207	117042	08/11/2020	T-MOBILE USA INC.	JULY 2020	07/21/2020	GPS FOR FLEET	27.82
012-518-209	117467	08/21/2020	DAY AUTO SUPPLY INC	809727	08/04/2020	OIL & FILTER FOR ST 79	29.79
012-518-209	117077	08/14/2020	FREIGHTLINER ARIZONA LLC	XA320055286:02	08/10/2020	PARTS FOR STREETS VEHICLES	9.91
012-518-209	117488	08/21/2020	SOUTHWEST SWEEPER SALES	10521	08/12/2020	PARTS FOR SWEEPERS (BLANKET)	802.25
012-518-209	117007	08/11/2020	DAY AUTO SUPPLY INC	809189	07/28/2020	PARTS FOR STREETS VEHICLES	12.04
012-518-209	117528	08/28/2020	SOUTHWEST TOWING	24560	08/13/2020	TOWING FOR STREETS VEHICLES (BLANKET)	650.00
012-518-209	117077	08/14/2020	FREIGHTLINER ARIZONA LLC	XA320055288:01	08/06/2020	PARTS FOR STREETS VEHICLES	9.91
012-518-209	117467	08/21/2020	DAY AUTO SUPPLY INC	810348	08/11/2020	PARTS FOR STREETS	238.25
012-518-209	117467	08/21/2020	DAY AUTO SUPPLY INC	809387	07/30/2020	PARTS FOR STREETS	255.53
012-518-209	117081	08/14/2020	JONES AUTO CENTER	184855	08/10/2020	PARTS & SERVICE FOR STREETS	108.63
012-518-209	117081	08/14/2020	JONES AUTO CENTER	184872	08/11/2020	PARTS & SERVICE FOR STREETS	81.06
012-518-211	117467	08/21/2020	DAY AUTO SUPPLY INC	809549	07/31/2020	PARTS FOR STREETS EQUIPMENT	.82
012-518-211	117074	08/14/2020	EMPIRE SOUTHWEST	EMPS5015873	07/31/2020	PARTS FOR STREETS EQUIPMENT	46.82
012-518-211	117007	08/11/2020	DAY AUTO SUPPLY INC	808563	07/21/2020	PARTS FOR STREETS	5.45
012-518-211	117007	08/11/2020	DAY AUTO SUPPLY INC	808470	07/20/2020	PARTS FOR STREETS	3.87
012-518-211	117007	08/11/2020	DAY AUTO SUPPLY INC	808622	07/21/2020	PARTS FOR STREETS	12.55
012-518-211	117074	08/14/2020	EMPIRE SOUTHWEST	EMWK3003560	08/03/2020	REPAIRS FOR ST-30 (GRADER)	1,713.09
012-518-211	117074	08/14/2020	EMPIRE SOUTHWEST	EMPS5019737	08/05/2020	PARTS FOR STREETS EQUIPMENT	82.13
012-518-211	117520	08/28/2020	MANATEE TIRE & AUTO INC. DBA	201301	08/20/2020	TIRES FOR STREETS EQUIPMENT	1,428.40
012-518-211	117467	08/21/2020	DAY AUTO SUPPLY INC	809726	08/04/2020	PARTS FOR STREETS EQUIPMENT	6.20
012-518-211	117007	08/11/2020	DAY AUTO SUPPLY INC	808829	07/23/2020	PARTS FOR STREETS	4.05
012-518-215	117460	08/21/2020	ARIZONA PUBLIC SERVICE	8742601000	08/10/2020	SW COR MAIN & BUTTE TRLG SIG	72.64
012-518-215	117460	08/21/2020	ARIZONA PUBLIC SERVICE	8742601000	08/10/2020	460 N WARNER ST	12.42
012-518-215	117469	08/21/2020	ELECTRICAL DISTRICT NO. 2	JULY 2020 66289	08/10/2020	7158 W HUNT HWY SIGNAL LIGHT	46.76
012-518-215	117064	08/14/2020	BIA	JULY/2020	08/01/2020	723 N PINAL PKWY	59.10
012-518-215	117460	08/21/2020	ARIZONA PUBLIC SERVICE	8742601000	08/10/2020	4552 N HUNT HWY	153.10
012-518-215	117460	08/21/2020	ARIZONA PUBLIC SERVICE	8742601000	08/10/2020	2028 N HUNT HWY FIRE ST 2 TRAF LT	123.86

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HURF - PUBLIC WORKS/STREETS							
012-518-215	117460	08/21/2020	ARIZONA PUBLIC SERVICE	8742601000	08/10/2020	012518215	105.46
012-518-215	117460	08/21/2020	ARIZONA PUBLIC SERVICE	8742601000	08/10/2020	444 N WARNER ST	986.66
012-518-215	117064	08/14/2020	BIA	JULY/2020	08/01/2020	17 DD LTS @ FLO N FLO	233.75
012-518-215	117064	08/14/2020	BIA	JULY/2020	08/01/2020	FLO GRDN 4DD LTS	61.60
012-518-215	117064	08/14/2020	BIA	JULY/2020	08/01/2020	HWY 79 FLORENCE GARDEN D-D LIGHTS (8)	110.00
012-518-215	117064	08/14/2020	BIA	JULY/2020	08/01/2020	HWY 87 & CAMPBELL	46.20
012-518-215	117073	08/14/2020	ELECTRICAL DISTRICT NO. 2	JULY/2020	08/03/2020	DIVERSION DAM / HWY 79 & BOWLIN	272.38
012-518-215	117460	08/21/2020	ARIZONA PUBLIC SERVICE	8742601000	08/10/2020	201 N GRANITE ST	44.04
012-518-215	117460	08/21/2020	ARIZONA PUBLIC SERVICE	8742601000	08/10/2020	3180 N HUNT HWY	155.10
012-518-215	116993	08/11/2020	ARIZONA PUBLIC SERVICE	JULY/20 6000	08/05/2020	1206 MAIN ST LIGHT	2,852.40
012-518-217	117496	08/21/2020	ADOT	LA2020000134	06/09/2020	IGA:12-054-SZ04101D- PROJECT DEVELOPMENT	30,000.00
012-518-231	117026	08/11/2020	KS STATEBANK	08.05.20	08/05/2020	AUG/20 AOT CONTRACT OBLIGATION	168.49
012-518-236	117047	08/11/2020	VULCAN MATERIALS COMPANY	80728635	07/24/2020	A/C COLD MIX FOR STREET REPAIRS/MAINT.	3,049.43
012-518-302	117471	08/21/2020	FLORENCE TRUE VALUE HARDWARE	249288	08/21/2020	OPERATING SUPPLIES FOR STREETS	14.28
012-518-302	117471	08/21/2020	FLORENCE TRUE VALUE HARDWARE	249146	07/30/2020	OPERATING SUPPLIES FOR STREETS	5.29
012-518-302	117494	08/21/2020	WATER SHED	400004960	07/27/2020	WATER & ICE FOR PUBLIC WORKS	33.94
012-518-302	117471	08/21/2020	FLORENCE TRUE VALUE HARDWARE	249264	08/07/2020	OPERATING SUPPLIES FOR STREETS	31.76
012-518-302	117494	08/21/2020	WATER SHED	400004847	07/13/2020	WATER & ICE FOR PUBLIC WORKS	67.88
012-518-302	720	08/17/2020	HOME DEPOT CREDIT SERVICES	July 31 2020	07/31/2020	HOME DEPOT - TRUFUEL FOR STREETS -OP. SUPP.	174.50
012-518-302	117494	08/21/2020	WATER SHED	400004901	07/20/2020	WATER & ICE FOR PUBLIC WORKS	74.05
012-518-302	117471	08/21/2020	FLORENCE TRUE VALUE HARDWARE	249141	07/30/2020	OPERATING SUPPLIES FOR STREETS	18.83
012-518-302	117471	08/21/2020	FLORENCE TRUE VALUE HARDWARE	249007	07/22/2020	OPERATING SUPPLIES FOR STREETS	32.76
012-518-302	720	08/17/2020	HOME DEPOT CREDIT SERVICES	July 31 2020	07/31/2020	HOME DEPOT - STREETS: SMALL TOOLS	26.14
012-518-302	117471	08/21/2020	FLORENCE TRUE VALUE HARDWARE	249287	08/10/2020	OPERATING SUPPLIES FOR STREETS	21.80
012-518-302	117471	08/21/2020	FLORENCE TRUE VALUE HARDWARE	248787	07/10/2020	OPERATING SUPPLIES FOR FAC. MAINTENANCE	9.51
012-518-304	117465	08/21/2020	C-A-L STORES COMPANIES INC.	3049/0	06/26/2020	CREDIT - UNIFORM RETURN -G. GARCIA	-106.99
012-518-304	117065	08/14/2020	BLANK CANVAS	20986-1	08/04/2020	UNIFORM SHIRTS FOR STREETS EMPLOYEES	2,400.00
012-518-304	117465	08/21/2020	C-A-L STORES COMPANIES INC.	3099/22	07/31/2020	UNIFORM ALLOWANCE (MIGUEL VALENZUELA;	256.59
012-518-304	117065	08/14/2020	BLANK CANVAS	20986-1	08/04/2020	AMOUNT OVER PO	4.15
012-518-311	720	08/17/2020	HARBOR FREIGHT TOOLS	July 31 2020	07/31/2020	HARBOR FREIGHT - GRABBERS FOR STREETS	49.99
012-518-311	720	08/17/2020	HOME DEPOT CREDIT SERVICES	July 31 2020	07/31/2020	HOME DEPOT - STREETS: SMALL TOOLS	452.40

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HURF - PUBLIC WORKS/STREETS							
012-518-312	720	08/17/2020	MEGA DEPOT LLC	July 31 2020	07/31/2020	HYG STATIONS	324.79
012-518-323	117088	08/14/2020	NOREGON SYSTEMS INS.	INV00051114	08/11/2020	JPRO DIAGNOSTIC SOFTWARE ANNUAL	999.00
012-518-506	117060	08/13/2020	VER-MAC	803041	07/29/2020	MINI-SIZE FULL MATRIX MESSAGE SIGN	14,000.00
							\$64,055.47
HURF - FLEET SERVICES							
012-536-302	117099	08/14/2020	WATER SHED	400004640	06/17/2020	GALLON JUGS DISTILLED WATER FOR FLEET	35.70
012-536-302	117007	08/11/2020	DAY AUTO SUPPLY INC	809230	07/28/2020	SHOP SUPPLIES FOR FLEET	151.78
012-536-302	117007	08/11/2020	DAY AUTO SUPPLY INC	809088	07/27/2020	SHOP SUPPLIES FOR FLEET	13.09
012-536-304	117071	08/14/2020	DAVID HILLS	G79255/22	08/07/2020	UNIFORM ALLOWANCE (BOOTS, PANTS)	191.05
012-536-304	117524	08/28/2020	RAYMOND, WHITE	4055979	08/23/2020	UNIFORM ALLOWANCE (BOOTS, PANTS)	108.91
012-536-304	117503	08/28/2020	BLANK CANVAS	2112-1	08/18/2020	UNIFORM SHIRTS FOR MECHANICS	1,049.11
012-536-304	117524	08/28/2020	RAYMOND, WHITE	BB03573441	08/20/2020	UNIFORM ALLOWANCE (BOOTS, PANTS)	374.66
012-536-311	117007	08/11/2020	DAY AUTO SUPPLY INC	808327	07/17/2020	TOOLS FOR FLEET	18.12
012-536-314	117007	08/11/2020	DAY AUTO SUPPLY INC	808679	07/22/2020	PORTACOOOL PUMP & SHOP FAN	267.54
012-536-314	117007	08/11/2020	DAY AUTO SUPPLY INC	809198	07/28/2020	DRUM FAN FOR SHOP	267.54
012-536-314	117007	08/11/2020	DAY AUTO SUPPLY INC	808985	07/24/2020	PORTACOOOL PUMP & SHOP FAN	218.39
012-536-314	117478	08/21/2020	MOHAWK AUTOMOTIVE LIFTS SW	20535	08/13/2020	ANNUAL VEHICLE LIFT INSPECTION	976.00
							\$3,671.89
FLORENCE WATER LIABILITIES							
051-219-000	117080	08/14/2020	2ND TEMP	215317	08/13/2020	WATER DEPOSIT REFUND	34.79
051-219-000	116996	08/11/2020	2ND TEMP	10116014	08/04/2020	WATER DEPOSIT REFUND	150.00
051-219-000	117022	08/11/2020	2ND TEMP	503602	08/04/2020	WATER DEPOSIT REFUND	61.19
051-219-000	117039	08/11/2020	2ND TEMP	11203309	08/04/2020	WATER DEPOSIT REFUND	150.00
051-219-000	117001	08/11/2020	2ND TEMP	221300	08/04/2020	WATER DEPOSIT REFUND	103.97
051-219-000	117024	08/11/2020	2ND TEMP	114409	08/05/2020	WATER DEPOSIT REFUND	131.20
051-219-000	117101	08/14/2020	2ND TEMP	221500	08/13/2020	WATER DEPOSIT REFUND	150.00
051-219-000	117046	08/11/2020	2ND TEMP	10108004	08/04/2020	WATER DEPOSIT REFUND	102.40
051-219-000	117482	08/21/2020	2ND TEMP	11207612	10/10/2019	RE-ISSUE VOIDED CHECK #114860 FOR WATER	95.27
051-219-100	117084	08/14/2020	2ND TEMP	1476973	08/13/2020	REFUND HYDRANT DEPOSIT	582.50
051-219-100	117476	08/21/2020	2ND TEMP	215018	08/20/2020	REFUND HYDRANT DEPOSIT	100.00

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FLORENCE WATER LIABILITIES							\$1,661.32
FLORENCE WATER							
051-574-201	117506	08/28/2020	CENTURYLINK	JULY/2020.3	08/16/2020	868-0246 WATER	178.74
051-574-201	117096	08/14/2020	VERIZON WIRELESS	JULY/2020	07/21/2020	WASTE WATER / WATER 50% SPLIT	452.97
051-574-203	117514	08/28/2020	INFOSEND	176030	07/31/2020	CCR INSERTS	26.42
051-574-207	117042	08/11/2020	T-MOBILE USA INC.	JULY 2020	07/21/2020	GPS FOR FLEET	83.46
051-574-209	117523	08/28/2020	PURCELL TIRE COMPANY	6789679	08/17/2020	2 TIRES FOR W-31	341.06
051-574-209	117007	08/11/2020	DAY AUTO SUPPLY INC	808983	07/24/2020	PARTS FOR WATER	10.94
051-574-211	117025	08/11/2020	KIRK'S TIRES	17997	07/30/2020	LABOR TO INSTALL TIRES (BLANKET)	187.50
051-574-211	117028	08/11/2020	MANATEE TIRE & AUTO INC. DBA	200627	07/29/2020	TIRES FOR W-24 (BACKHOE)	1,338.71
051-574-215	117460	08/21/2020	ARIZONA PUBLIC SERVICE	8742601000	08/10/2020	565 S. QUARTZ ST WELL 5	6,368.81
051-574-215	117064	08/14/2020	BIA	JULY/2020	08/01/2020	IOWA MTR @ WTR TANK ON HILL	1,803.69
051-574-215	117460	08/21/2020	ARIZONA PUBLIC SERVICE	8742601000	08/10/2020	425 W. RUGGLES ST REAR	70.98
051-574-215	117460	08/21/2020	ARIZONA PUBLIC SERVICE	8742601000	08/10/2020	425 E. RUGGLES ST REAR	498.43
051-574-215	117460	08/21/2020	ARIZONA PUBLIC SERVICE	8742601000	08/10/2020	425 E. RUGGLES ST 50%	4,927.47
051-574-215	117460	08/21/2020	ARIZONA PUBLIC SERVICE	8742601000	08/10/2020	425 E. RUGGLES ST	623.97
051-574-215	117064	08/14/2020	BIA	JULY/2020	08/01/2020	455 HWY 79 WELL 1 W/O RVBTM	2,487.84
051-574-237	117037	08/11/2020	ROTTWEILER CONTROLS LLC	2020-1017	07/06/2020	WELL #3 AND #4 SERVICE CALL	568.75
051-574-301	117058	08/13/2020	STAPLES BUSINESS ADVANTAGE	7309326215-0-1	06/29/2020	WATER - OFFICE SUPPLIES	50.14
051-574-302	117494	08/21/2020	WATER SHED	400004847	07/13/2020	RUGGLES	22.62
051-574-302	117494	08/21/2020	WATER SHED	400004960	07/27/2020	RUGGLES	11.31
051-574-302	117494	08/21/2020	WATER SHED	400004901	07/20/2020	RUGGLES	24.68
051-574-304	117009	08/11/2020	ENEMUEL MURILLO	499383	07/27/2020	UNIFORM ALLOWANCE - WATER 100%	329.64
051-574-326	117075	08/14/2020	FERGUSON ENTERPRISES LLC	PACK117230	07/30/2020	CREDIT - PACK 117230	-30.00
051-574-326	117076	08/14/2020	FLORENCE TRUE VALUE HARDWARE	249160	07/31/2020	BLANKET: OPERATIONS & MAINTENANCE	2.64
051-574-326	117054	08/13/2020	FERGUSON ENTERPRISES LLC	03964776	06/29/2020	HYMAX RED COUP	1,089.57
051-574-326	117075	08/14/2020	FERGUSON ENTERPRISES LLC	0398863	07/28/2020	HYMAX REP COUP	3,010.05
051-574-326	117054	08/13/2020	FERGUSON ENTERPRISES LLC	PY0332040-1	12/28/2018	CREDIT FROM 2018	-2,065.64
051-574-326	117054	08/13/2020	FERGUSON ENTERPRISES LLC	0396473	06/30/2020	PIPES / GLANDS/ GASKETS	9,917.65
051-574-326	117054	08/13/2020	FERGUSON ENTERPRISES LLC	0389532	04/16/2020	MUNICIPLEX	743.86
051-574-326	117054	08/13/2020	FERGUSON ENTERPRISES LLC	0380995	01/15/2020	CHANGE ORDER	182.25

Account Number	Check Number	Check Date	Vendor	Invoice Number	Invoice Date	Description	Amount
FLORENCE WATER							
051-574-326	116987	08/07/2020	VERMEER SALES SOUTHWEST INC.	00188116	05/12/2020	BELT / FAN	98.13
051-574-326	116987	08/07/2020	VERMEER SALES SOUTHWEST INC.	00186938	03/11/2020	OPERATIONS & MAINTENANCE	337.86
051-574-326	116987	08/07/2020	VERMEER SALES SOUTHWEST INC.	00186938	03/11/2020	AMOUNT OVER PO	67.47
051-574-326	117075	08/14/2020	FERGUSON ENTERPRISES LLC	0396473-1	07/02/2020	BLANKET: OPERATIONS & MAINTENANCE	599.95
051-574-326	117010	08/11/2020	FERGUSON ENTERPRISES LLC	0397269	07/21/2020	BLANKET: OPERATIONS & MAINTENANCE	4,597.56
051-574-326	117076	08/14/2020	FLORENCE TRUE VALUE HARDWARE	249209	08/04/2020	BLANKET: OPERATIONS & MAINTENANCE	114.33
051-574-401	720	08/17/2020	AZ WATER ASSOCIATION	July 31 2020	07/31/2020	ANNUAL DUES AND WATER CONFERENCE FEE	32.50
051-574-403	720	08/17/2020	AZ WATER ASSOCIATION	July 31 2020	07/31/2020	ANNUAL DUES AND WATER CONFERENCE FEE	50.00
051-574-406	116971	08/07/2020	AZ DEPT OF WATER RESOURCES	2385	06/24/2020	FINAL BILL APP #71-229031.0000	6,303.61
051-574-406	116971	08/07/2020	AZ DEPT OF WATER RESOURCES	2386	06/24/2020	REFUND FOR APPL #73-229031.0100	-292.00
051-574-406	117462	08/21/2020	AZ DEPT OF WATER RESOURCES	8192020	08/19/2020	2019 USF ANNUAL WATER REPORT FEE	50.00
051-574-406	116971	08/07/2020	AZ DEPT OF WATER RESOURCES	2386	06/24/2020	FINAL BILL APP #73-229031.0100	708.00
							\$45,925.92
CAPITAL OUTLAY							
051-581-507	117003	08/11/2020	COOLIDGE ENGINE & PUMP L.L.C.	8687	07/17/2020	CIP WU-23 NEW SOURCE TEST WELL 2B	1,960.06
051-581-507	117010	08/11/2020	FERGUSON ENTERPRISES LLC	0397735	07/09/2020	CIP WU-90 ADVANCED METERING SYSTEM	837.00
051-581-507	116976	08/07/2020	FERGUSON ENTERPRISES LLC	0395649	06/18/2020	CIP WU-90 AMI	55.14
051-581-507	116997	08/11/2020	CAPITAL PUMP & EQUIPMENT	0105661-IN	07/13/2020	CIP WU-88 WELL #5 REHABILITATION	6,586.07
051-581-507	117010	08/11/2020	FERGUSON ENTERPRISES LLC	0396478	07/07/2020	CIP WU-90 ADVANCED METERING SYSTEM	2,028.83
051-581-507	117010	08/11/2020	FERGUSON ENTERPRISES LLC	0397495	07/09/2020	CIP WU-90 ADVANCED METERING SYSTEM	3,523.90
051-581-507	117010	08/11/2020	FERGUSON ENTERPRISES LLC	0396975	07/02/2020	CIP WU-90 ADVANCED METERING SYSTEM	48.54
							\$15,039.54
SEWER OPERATIONS - SOUTH PLANT							
052-575-201	117096	08/14/2020	VERIZON WIRELESS	JULY/2020	07/21/2020	WASTE WATER / WATER 50% SPLIT	452.96
052-575-201	117506	08/28/2020	CENTURYLINK	JULY/2020.3	08/16/2020	868-2394 WASTEWATER	60.51
052-575-207	117042	08/11/2020	T-MOBILE USA INC.	JULY 2020	07/21/2020	GPS FOR FLEET	41.73
052-575-209	117007	08/11/2020	DAY AUTO SUPPLY INC	808721	07/22/2020	PARTS FOR WASTE WATER	20.61
052-575-209	117007	08/11/2020	DAY AUTO SUPPLY INC	808607	07/21/2020	PARTS FOR WASTE WATER	33.32
052-575-215	117460	08/21/2020	ARIZONA PUBLIC SERVICE	8742601000	08/10/2020	100 S. PLANT RD	18,608.88
052-575-215	117460	08/21/2020	ARIZONA PUBLIC SERVICE	8742601000	08/10/2020	425 E. RUGGLES ST 50%	4,927.47

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SEWER OPERATIONS - SOUTH PLANT							
052-575-222	117045	08/11/2020	VERMEER SALES SOUTHWEST INC.	00189347	06/30/2020	EVACUATOR RENTAL - CREDIT	-269.50
052-575-222	116982	08/07/2020	RAD RIGHT AWAY DISPOSAL LLC	0003137928	06/30/2020	SWWTP RENTAL CONTAINER	100.00
052-575-230	116982	08/07/2020	RAD RIGHT AWAY DISPOSAL LLC	721	06/30/2020	SWWTP - LANDFILL FEES	2,015.80
052-575-237	116977	08/07/2020	GEUTHER ELECTRICAL LLC	4044	07/28/2020	SWWTP BAR FLOAT	360.00
052-575-237	117038	08/11/2020	SALT RIVER EXTRACTION LLC	27699	07/09/2020	COLLECTIONS: HYDRO VAC SERVICES	3,210.00
052-575-237	116977	08/07/2020	GEUTHER ELECTRICAL LLC	4041	07/28/2020	NWWTP BAR SCREEN	1,431.50
052-575-301	117058	08/13/2020	STAPLES BUSINESS ADVANTAGE	7307275672-0-2	06/30/2020	SWWTP - OFFICE SUPPLIES	23.74
052-575-302	117494	08/21/2020	WATER SHED	400004914	07/22/2020	WATER & ICE FOR PUBLIC WORKS	50.41
052-575-302	116988	08/07/2020	WATER SHED	400003737	01/13/2020	WATER & ICE FOR PUBLIC WORKS	25.62
052-575-310	116978	08/07/2020	HILL BROTHERS CHEMICAL CO.	50920072	05/11/2020	NWWTP - CHEMICALS	2,216.12
052-575-310	117078	08/14/2020	HILL BROTHERS CHEMICAL CO.	50920841	07/13/2020	CHEMICALS	2,891.42
052-575-326	117095	08/14/2020	USABLUBOOK - ACCT 703717	284173	07/02/2020	OPERATIONS & MAINTENANCE	113.89
052-575-326	117100	08/14/2020	WESTERN ENVIRONMENTAL	W6328	08/06/2020	OPERATIONS & MAINTENANCE	827.00
052-575-326	116995	08/11/2020	BESTWAY ELECTRIC MOTOR	4200729	07/10/2020	SAM UNIT 200247-7 MAINTENANCE	9,958.09
052-575-326	116982	08/07/2020	RAD RIGHT AWAY DISPOSAL LLC	0003137928	06/30/2020	DUMP & RETURN 14	3,160.00
052-575-326	117076	08/14/2020	FLORENCE TRUE VALUE HARDWARE	249150	07/30/2020	BLANKET: OPERATIONS & MAINTENANCE	59.27
052-575-326	720	08/17/2020	AMAZON.COM	July 31 2020	07/31/2020	LAB SUPPLIES	272.90
052-575-326	117076	08/14/2020	FLORENCE TRUE VALUE HARDWARE	249212	08/04/2020	BLANKET: OPERATIONS & MAINTENANCE	66.84
052-575-326	117045	08/11/2020	VERMEER SALES SOUTHWEST INC.	00189500	07/08/2020	CYCLONE PARTS	5,211.13
052-575-326	117076	08/14/2020	FLORENCE TRUE VALUE HARDWARE	249214	08/04/2020	ADAPTER	15.58
052-575-401	720	08/17/2020	AZ WATER ASSOCIATION	July 31 2020	07/31/2020	ANNUAL DUES AND WATER CONFERENCE FEE	32.50
052-575-403	720	08/17/2020	AZ WATER ASSOCIATION	July 31 2020	07/31/2020	ANNUAL DUES AND WATER CONFERENCE FEE	50.00
							\$55,967.79
SEWER OPERATIONS - NORTH PLANT							
052-576-201	117067	08/14/2020	CENTURYLINK	JULY/2020.2	07/28/2020	868-8356 WATER WORKS ALARM LINES	113.67
052-576-215	117064	08/14/2020	BIA	JULY/2020	08/01/2020	HWY 79 WASTE WATER PLANT W/SD OF INS	2,078.54
052-576-222	116982	08/07/2020	RAD RIGHT AWAY DISPOSAL LLC	0003137928	06/30/2020	NWWTP - CONTAINER RENTAL FEES	50.00
							\$2,242.21
SANITATION LIABILITIES							
053-219-000	117087	08/14/2020	2ND TEMP	735970	08/12/2020	REFUND SANITATION DEPOSIT	23.88

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SANITATION LIABILITIES							
053-219-000	117023	08/11/2020	2ND TEMP	706483	08/06/2020	REFUND SANITATION DEPOSIT	32.92
053-219-000	117006	08/11/2020	2ND TEMP	781060	08/05/2020	REFUND SANITATION DEPOSIT	41.96
053-219-000	117050	08/11/2020	2ND TEMP	705464	08/05/2020	REFUND SANITATION DEPOSIT	51.00
053-219-000	117097	08/14/2020	2ND TEMP	706702	08/11/2020	REFUND SANITATION DEPOSIT	5.80
053-219-000	117480	08/21/2020	2ND TEMP	781300	08/20/2020	REFUND SANITATION DEPOSIT	51.00
053-219-000	117489	08/21/2020	2ND TEMP	735221	08/19/2020	REFUND SANITATION DEPOSIT	34.36
053-219-000	117519	08/28/2020	2ND TEMP	788221	08/24/2020	REFUND SANITATION DEPOSIT	51.00
053-219-000	117019	08/11/2020	2ND TEMP	704283	08/06/2020	REFUND SANITATION DEPOSIT	32.92
053-219-000	117008	08/11/2020	2ND TEMP	736181	08/05/2020	REFUND SANITATION DEPOSIT	51.00
053-219-000	117015	08/11/2020	2ND TEMP	737280	08/05/2020	REFUND SANITATION DEPOSIT	51.00
053-219-000	117508	08/28/2020	2ND TEMP	790200	08/24/2020	REFUND SANITATION DEPOSIT	32.92
							\$459.76
SANITATION OPERATIONS							
053-571-201	117096	08/14/2020	VERIZON WIRELESS	JULY/2020	07/21/2020	SANITATION PHONE	55.32
053-571-207	117042	08/11/2020	T-MOBILE USA INC.	JULY 2020	07/21/2020	GPS FOR FLEET	27.82
053-571-209	117518	08/28/2020	LONG STAR AUTO GLASS SERVICES	3081	08/16/2020	FRONT WINDSHIELD FOR SA-1	373.85
053-571-209	117467	08/21/2020	DAY AUTO SUPPLY INC	809837	08/05/2020	PARTS FOR SANITATION	144.89
053-571-209	117027	08/11/2020	LONG STAR AUTO GLASS SERVICES	3066	07/30/2020	WINDSHIELD REPAIR FOR SA-1	55.00
053-571-217	117485	08/21/2020	RAD RIGHT AWAY DISPOSAL LLC	0003164562	07/31/2020	AUGUST RESIDENTIAL BILLING	56,490.14
053-571-217	117485	08/21/2020	RAD RIGHT AWAY DISPOSAL LLC	0003164559	07/31/2020	AUGUST INSTITUTIONAL BILLING	7,206.53
053-571-230	117098	08/14/2020	WASTE MANAGEMENT OF ARIZONA	0007425-0563-9	08/03/2020	CUST ID:20-76518-23009	2,711.74
053-571-230	117532	08/28/2020	WASTE MANAGEMENT OF ARIZONA	0000186-4767-7	08/03/2020	BULK TRASH PICKUP CHARGES FOR THE TOF	1,679.80
							\$68,745.09
GRANT - FY 20 DUI/IMPAIRED DRIVER							
238-528-335	720	08/17/2020	DRUNK BUSTERS OF AMERICA, LLC	July 31 2020	07/31/2020	PURCHASE DRUNK BUSTERS OF AMERICA-GOHS	1,872.35
							\$1,872.35
GRANT - LIBRARY							
275-529-407	720	08/17/2020	AMAZON.COM	July 31 2020	07/31/2020	DISNEY KID'S FROZEN WATCH (PURCHASED	11.14
275-529-407	720	08/17/2020	AMAZON.COM	July 31 2020	07/31/2020	LAMINATED WIZARD'S ACADEMY BOOKMARKS	7.63
275-529-407	720	08/17/2020	AMAZON.COM	July 31 2020	07/31/2020	BABY YODA FIGURE	14.62

Account Number	Check Number	Check Date	Vendor	Invoice Number	Invoice Date	Description	Amount
GRANT - LIBRARY							
275-529-407	720	08/17/2020	AMAZON.COM	July 31 2020	07/31/2020	HARRY POTTER WALL BANNER	12.00
275-529-407	720	08/17/2020	AMAZON.COM	July 31 2020	07/31/2020	PURCHASED W/DOLLAR GENERAL LITERACY	116.33
275-529-407	720	08/17/2020	AMAZON.COM	July 31 2020	07/31/2020	PURCHASED W/DOLLAR GENERAL LITERACY	409.12
							\$570.84
ANTHEM SLID #1							
300-506-215	116993	08/11/2020	ARIZONA PUBLIC SERVICE	JULY/20 SLIDS	08/05/2020	SLID #1	2,446.65
							\$2,446.65
ANTHEM SLID #2							
301-506-215	116993	08/11/2020	ARIZONA PUBLIC SERVICE	JULY/20 SLIDS	08/05/2020	SLID #2	2,589.24
							\$2,589.24
ANTHEM SLID #3							
302-506-215	116993	08/11/2020	ARIZONA PUBLIC SERVICE	JULY/20 SLIDS	08/05/2020	SLID #3	2,410.73
							\$2,410.73
CFD #1 - MERRILL RANCH-ADMIN							
957-506-217	117032	08/11/2020	PINAL COUNTY TREASURER	#22717 (CFD #1)	08/07/2020	PROFESSIONAL SERVICES #1- 1,474	8,844.00
							\$8,844.00
CFD #2 - MERRILL RANCH-ADMIN							
958-506-217	117032	08/11/2020	PINAL COUNTY TREASURER	22718 (CFD #2)	08/07/2020	PROFESSIONAL SERVICES #1-866	5,196.00
958-506-217	117089	08/14/2020	PINAL COUNTY TREASURER	#22718 (CFD#2)	08/06/2020	PROFESSIONAL SERVICES #2 (SUPPLEMENTALCK)	120.00
							\$5,316.00
Grand Total							\$460,986.00

* * * End of Report * * *

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8a.
MEETING DATE: October 5, 2020 DEPARTMENT: Public Works STAFF PRESENTER: Christopher A. Salas, P.E. Public Works Director/Town Engineer SUBJECT: Holbrook Asphalt, LLC contract for CIP T-69: Pavement Preservation		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input checked="" type="checkbox"/> Community Vitality <input checked="" type="checkbox"/> Economic Prosperity <input checked="" type="checkbox"/> Leadership and Governance <input checked="" type="checkbox"/> Partnerships and Relationships <input checked="" type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Public Safety <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Approve the contract with Holbrook Asphalt, LLC, to clean, prepare and install HA5 high density mineral bond advanced performance pavement preservation treatment for CIP T-69 – Pavement Preservation, in an amount not to exceed \$293,466.89 (\$255,188.60, plus a 15% contingency of \$38,278.29).

BACKGROUND/DISCUSSION:

Staff is requesting to use the Cooperative Contract (#2020007) through the City of Mesa, to clean, prepare and install HA5 high density mineral bond advanced performance pavement preservation treatment for CIP T-69 – Pavement Preservation. This work includes a five-year warranty, pavement markings and traffic control.

The surface of the various locations throughout Florence are worn and in need of asphalt preservation. The areas targeted for the Spring of 2021 are:

- Exhibit A: Map (Anthem Unit 9, 17, 18, 22, 29, 54 and a section of North Spirit Loop)
- Exhibit B: Map (sections of Orlando Street, Elizabeth Street, Keating Street, Celaya Street, and Stewart Street)
- Exhibit C: Map (West Butte Avenue)
- Exhibit D: Santa Cruz Drive in Florence Gardens

The HA5 product is a surface treatment designed to extend pavement life and protect the surface from moisture and UV rays. HA5 installations are backed by a five-year warranty, and the life of the treatment is expected to be seven to ten years.

The Town of Florence has the opportunity to purchase from a Cooperative Contract between Holbrook Asphalt, LLC, and the City of Mesa. This contract was entered into on September 9, 2019, to provide HA5 high density mineral bond pavement preservation treatment. This contract expires June 30, 2022.

A VOTE OF NO WOULD MEAN:

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

A VOTE OF YES WOULD MEAN:

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

FINANCIAL IMPACT:

The cost to contract with Holbrook Asphalt, LLC, is \$255,188.60, plus a 15% contingency (\$38,278.29), making the not to exceed amount \$293,466.89.

Services will be obtained following the Town's Purchasing Policy, Section 4.4 Sole Source Purchases & Section 5.63 Purchases of \$25,000 or more.

4.4 Sole Source Purchase

Departments may procure and contract for supplies and services without using competitive procedures when it is clearly determined to be impractical to procure through the competitive bidding process.

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.

ATTACHMENTS:

- City of Mesa Contract #2020007
- Sole Source
- Exhibit #1 Holbrook Asphalt, LLC Scope of Work

- Exhibit A Map – Anthem Units 9, 17, 18, 22, 29, 54 and a section of North Spirit Loop
- Exhibit B Map - Sections of Orlando, Elizabeth, Keating, Celaya and Stewart Streets
- Exhibit C Map - Section of West Butte Avenue
- Exhibit D Map - Santa Cruz Drive in Florence Gardens
- Contract between Holbrook and the Town of Florence



AGREEMENT PURSUANT TO SOLICITATION

**CITY OF MESA AGREEMENT 2020007
PAVEMENT PRESERVATION SERVICES (HIGH DENSITY MINERAL BOND)**

CITY OF MESA, Arizona ("City")

Department Name	City of Mesa – Purchasing Division
Mailing Address	P.O. Box 1466 Mesa, AZ 85211-1466
Delivery Address	20 East Main St, Suite 400 Mesa, AZ 85201
Attention	Brandy Andersen, CPPB, MPA Procurement Officer
E-Mail	brandy.andersen@mesaaz.gov
Telephone	(480) 644-6426
Facsimile	(480) 644-2655

AND

HOLBROOK ASPHALT, LLC., ("Contractor")

Mailing Address	3806 S. 16 th Street Phoenix, AZ 85040
Delivery Address	3806 S. 16 th Street Phoenix, AZ 85040
Attention	Aaron Eppley, Asset Preservation Consultant
E-Mail	aaron@holbrookasphalt.com
Telephone	435-703-0023
Facsimile	435-656-3943

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This agreement pursuant to solicitation ("Agreement") is entered into this 9th day of September 2019, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and Holbrook Asphalt LLC., a Utah company ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

RECITALS

- A. The City issued solicitation number 2020007 ("Solicitation") for **PAVEMENT PRESERVATION SERVICES (HIGH DENSITY MINERAL BOND)**, to which Contractor provided a response ("Response"); and
- B. The City Selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the services/materials described in the Solicitation and Response.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

TERMS & CONDITIONS

1. **Term.** This Agreement is for a term beginning on **September 9, 2019** and ending on **June 30, 2022**. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.
 - 1.1 **Renewals.** On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of two (2) years. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
 - 1.2 **Extension for Procurement Processes.** Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a vendor to provide the services/materials provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
 - 1.3 **Delivery.** Delivery shall be made to the location(s) contained in the Scope of Work within **twenty-four (24) hours** after receipt of an order.
2. **Scope of Work.** The Contractor will provide the necessary staff, services and associated resources to provide the City with the services, materials, and obligations attached to this Agreement as **Exhibit A ("Scope of Work")** Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.

The Agreement is based on the Solicitation and Response which are hereby incorporated by reference into the Agreement as if written out and included herein. In addition to the requirements specifically set forth in the Scope of Work, the Parties acknowledge and agree that the Contractor

shall perform in accordance with all terms, conditions, specifications and other requirements set forth within the Solicitation and Response unless modified herein.

3. **Orders.** Orders be placed with the Contractor by either a: (i) Purchase Order when for a one-time purchase; (ii) Notice to Proceed, or (iii) Delivery Order off of a Master Agreement for Requirement Contract where multiple as-needed orders will be placed with the Contractor. The City may use the Internet to communicate with Contractor and to place orders as permitted under this Agreement
4. **Document Order of Precedence.** In the event of any inconsistency between the terms of the body of the Agreement, the Exhibits, the Solicitation, and Response, the language of the documents will control in the following order.
 - a. Agreement
 - b. Exhibits
 1. Mesa Standard Terms & Conditions
 2. Scope of Work
 3. Other Exhibits not listed above
 - c. Solicitation including any addenda
 - d. Contractor Response

5. **Payment.**

5.1 **General.** Subject to the provisions of the Agreement, the City will pay Contractor the sum(s) described in **Exhibit B ("Pricing")** in consideration of Contractor's performance of the Scope of Work during the Term.

5.2 **Prices.** All pricing shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement, and include all costs of the Contractor providing the materials/service including transportation, insurance and warranty costs. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

The Contractor further agrees that any reductions in the price of the materials or services covered by this Agreement will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.

5.3 **Price Adjustment.** Any requests for reasonable price adjustments must be submitted in accordance with this Section 5.3. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor's actual expenses or other reasonable adjustment in providing the services/materials under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

Price adjustments for line items that do not contain bituminous material, must go through the Purchasing Department. During the sixty (60) day period prior to the term Contract expiration, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve (12) month change in the Consumer Price Index for All Urban Consumers (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>). The City shall review the request for

adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

If the price adjustment pertains to a line items that contains bituminous material The BMI will be monitored and adjusted by the City of Mesa's Financial Team per each invoice

with a price adjustment as follows:

The term "bituminous material" as used herein shall include asphalt cement, liquid asphalt and emulsified asphalt.

The term "Initial cost" of bituminous materials as used herein shall mean the cost as determined by the ADOT Price Adjustment for Bituminous Material for the month bids are opened. See: <http://www.azdot.gov/highways/cns/bitmat.asp>.

The contract unit price for each item that contains bituminous material will be considered to include all costs of materials as required, including the "initial cost" of bituminous material. The initial cost of bituminous material will be based on the ADOT Monthly Index as follows:

The adjustment in compensation, either increase or decrease, for bituminous material will be based on the dollar amount change in the ADOT Monthly Index from the month in which the contract was bid compared to the month in which the material is used, on a calendar month basis. This adjustment will apply only to the amount of bituminous material used in the bid item and not to the overall unit cost. The amount of bituminous material in each bid item will be as follows:

MC's and liquid asphalt	100%
Terminal blend asphalt rubber	93%
Emulsions, Concentrate	60%
Diluted 2:1	40%
Diluted 1:1	30%

Additionally, the adjustment for compensation for bituminous materials will be based on the tons of bituminous material prior to dilution. This adjustment will apply to bituminous material only.

A sample of the formula is as follows:

$(\$ \text{ amount change in ADOT index}) \times (\% \text{ of bituminous material}) + (\text{amount bid})$

The bidder certifies in signing this bid that the price will be no higher than the lowest price the bidder charges other buyers for similar quantities under similar conditions.

No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response from the City's Purchasing division.

5.4 **Renewal and Extension Pricing.** Any extension of the Agreement will be at the same pricing as the initial Term. If the Agreement is renewed in accordance with Section 1, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the parties. The Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the previous section. There is no guarantee the City will accept a price adjustment.

5.5 **Invoices.** Payment will be made to Contractor following the City's receipt of a properly completed invoice. No terms set forth in any invoice, purchase order or similar document issued by Contractor will be deemed accepted by the City; the terms of the contractual relationship between the Parties are as set forth in this Agreement. Any issues regarding billing or invoicing must be directed to the City Department/Division requesting the service

or material from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

- a. Contractor name, address, and contact information;
- b. City billing information;
- c. City contract number as listed on the first page of the Agreement;
- d. Invoice number and date;
- e. Payment terms;
- f. Date of service or delivery;
- g. Description of materials or services provided;
- h. If materials provided, the quantity delivered and pricing of each unit;
- i. Applicable Taxes; and
- j. Total amount due.

5.6 **Payment of Funds.** Contractor acknowledges the City may, at its option and where available use a Procurement Card/e-Payables to make payment for orders under the Agreement. Otherwise, payment will be through a traditional method of a check or Electronic Funds Transfer (EFT) as available.

5.7 **Disallowed Costs, Overpayment.** If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for materials/service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance, or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

6. **Insurance.**

6.1 Contractor must obtain and maintain at its expense throughout the term of Contractor's agreement, at a minimum, the types and amounts of insurance set forth in this Section 6 from insurance companies authorized to do business in the State of Arizona; the insurance must cover the materials/service to be provided by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts.

6.2 Nothing in this Section 6 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit any indemnity promise(s) contained in the Agreement.

6.3 The City does not warrant the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of performance under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s). Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.

6.4 Each insurance policy required under the Agreement must be in effect at or prior to the execution of the Agreement and remain in effect for the term of the Agreement.

6.5 Prior to the execution of the Agreement, Contractor will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.

- 6.6 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder and/or an additional insured, Contractor agrees no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.
- 6.7 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor.
- 6.8 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.
- 6.9 **Types and Amounts of Insurance.** Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:
- 6.9.1 Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.
- 6.9.2 The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence/\$2 million aggregate Commercial General Liability insurance, including Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.
- 6.9.3 Automobile liability, bodily injury and property damage with a limit of \$1 million per occurrence including owned, hired and non-owned autos.
7. **Requirements Contract.** Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders or a notice to proceed within a reasonable period of time of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor. The City will not reimburse Contractor for any avoidable costs incurred after receipt of cancellation including, but not limited to, lost profits, shipment of product, or performance of services.
8. **Notices.** All notices to be given pursuant to the Agreement will be delivered to the Contractor as listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth the Mesa Standard Terms and Conditions that is attached to the Agreement as Exhibit C.
9. **Representations of Contractor.** To the best of Contractor's knowledge, Contractor agrees that:
- a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;
- b. Performance of the services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;

- c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and
 - d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.
10. **Mesa Standard Terms and Conditions.** Exhibit C to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.
11. **Counterparts and Facsimile or Electronic Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.
12. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.
- Exhibits to this Agreement are the following:
- o (A) Scope of Work / Technical Specifications
 - o (B) Pricing
 - o (C) Mesa Standard Terms and Conditions
 - o (D) Other
13. **Attorneys' Fees.** The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation related costs and fees from the other Party.
14. **Additional Acts.** The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.
15. **Headings.** The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

RESPONDENT CERTIFICATION

By submitting the Response and signing this Certification, the Respondent understands and certifies to all of the following:

- a) The information provided in Respondent's Response is true and accurate to the best of Respondent's knowledge.
- b) Respondent is under no legal prohibition that would prevent Respondent from contracting with the City of Mesa.
- c) Respondent has read and understands the Solicitation packet as a whole (including attachments, exhibits, and referenced documents) and: (i) can attest that Respondent is in compliance with the requirements of the Solicitation packet; and (ii) is capable of fully carrying out the requirements of the Solicitation as set forth in Respondent's Response.
- d) To Respondent's knowledge, Respondent and Respondent's employees have no known, undisclosed conflicts of interest as defined by applicable law or City of Mesa Procurement Rules. If Respondent or Respondent employees have a known conflict of interest, Respondent has disclosed the conflict in its Response.
- e) Respondent did not engage in any anti-competitive practices related to its Response or the Solicitation. The prices offered by Respondent were independently developed without consultation or collusion with any other Respondents or potential Respondents.
- f) No gifts, payments or other consideration were made to any City employee, officer, elected official, agent, or consultant who has or may have a role in the procurement process for the services/materials covered by the Solicitation.
- g) Respondent grants the City of Mesa permission to copy all parts of its Response including, without limitation, any documents and materials copyrighted by Respondent: (i) for the City's use in evaluating the Response; and (ii) to be disclosed in response to a public records request under Arizona's public records law (A.R.S. § 39-121 et. seq.) or other applicable law, subpoena, or other judicial process provided such disclosure is in accordance with City of Mesa Procurement Rule 6.13.
- h) If a contract is awarded to Respondent as a result of the Response submitted to the Solicitation Respondent will:
 - i. Provide the materials or services specified in the Response in compliance with all applicable federal, state, and local statutes, rules and policies;
 - ii. Honor all elements of the Response submitted by Respondent to the City including, but not limited to, the price and the materials/services to be provided; and
 - iii. Enter into an agreement with the City based on the terms and conditions of the Solicitation and the Response, subject to any negotiated exceptions and terms.
- i) Respondent is current in all obligations due to the City including any amounts owed the City and any licenses/permits required for the general lawful conduct of business. Respondent shall acquire all licenses/permits necessary to lawfully conduct business specific to the Solicitation prior to the execution of a contract with the City pertaining to the Solicitation.
- j) The signatory of this Certification is an officer or duly authorized agent of Respondent with full power and authority to submit binding offers for the goods/services specified herein. Respondent intends by the submission of this Certification to be bound by the terms of the Certification, Solicitation, and Response, subject to any negotiated terms/exceptions.

ACCEPTED AND AGREED TO BY RESPONDENT:

Company Name: Holbrook Asphalt, LLC

Signature:  _____

Printed Name: C. J. Davis

Title: Vice President

Date: 7/30/2019

City Acceptance of Offer

The below document will be executed when Agreement is finalized and awarded.

ACCEPTANCE OF OFFER:

The offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract, including all terms and conditions, specifications, addenda, etc. This contract shall henceforth be referred to as Contract Number **2020007**.

Awarded this  2019.

Digitally signed by Edward Quedens
DN: cn=Edward Quedens, o=City of
Mesa, Arizona, ou=Business Services,
email=ed.quedens@mesaz.gov,
c=US
Date: 2019.09.10 07:25:28 -0700
Adobe Acrobat version:
2019.012.20034

Edward Quedens, CPPO, C.P.M.
As Business Services Director

REVIEWED BY:  8/21/19

By: _____
Brandy Andersen, CPPB, MPA
Procurement Officer

**EXHIBIT A
SCOPE OF WORK**

1. **SCOPE OF WORK:** Contractor will provide Pavement Preservation (High Density Mineral Bond) services as identified in the Technical Specifications of this contract.

The estimated quantities listed herein are the minimum quantities for the first twelve (12) months. The quantities presented herein are an estimate of forecasted Pavement Preservation treatments and in no way are to be used as guaranteed amounts. It is to be understood that these amounts may change as the City determines the best means for its pavement preservation strategy.

This contract will be utilized by multiple agencies.

Contractor(s) must submit current test results with ninety (90) days of contract award. Test results shall be from an independent laboratory.

2. **ORDERING AND INVOICING INSTRUCTIONS:** Contractor will issue and deliver invoices and monthly statements separately for each agency. All invoices for the City of Mesa will include the following information to ensure prompt payment:

- a) Department Name (Transportation)
- b) Department Number (F350)
- c) A valid Purchasing Authorization Number (Master Agreement – MA, Delivery Order – DO, Purchase Order – PO, Service Contract – SC or Contract – CT)

All three (3) items above should be obtained from City Representative when the order is placed.

A City employee signature accompanied by the Employee ID number is required on all delivery tickets/slips at City yards to ensure proper receipt of goods.

Failure to comply with the above may result in delayed payment or non-payment of deliveries if City staff cannot figure out if or where the delivery was made.

Contractor will follow invoicing procedures unique to each agency that utilizes this contract.

TECHNICAL SPECIFICATIONS

1. **GENERAL CONSTRUCTION REQUIREMENTS:** The City will utilize the most current version of Maricopa Association of Governments (MAG): <http://azmaq.gov/Programs/Public-Works/Specifications-and-Details> and/or City of Mesa Standards and Specifications <http://www.mesaaz.gov/business/engineering> for inspection and quality assurance of any work being done under this service agreement. In case of conflict between MAG and the specifications in this document, the specifications in this document will rule. It will be the responsibility of the Contractor to ensure that workmanship, materials, equipment, site preparation and all criteria included in this document meet or exceed these requirements. A City Representative will inspect all phases of work and any unsatisfactory work or preparation will be redone at no additional cost to the City. City Representative must give approval prior to continuing on to next work site.
2. **BUSINESS ACCESS REQUIREMENTS:** For all arterial and collector streets, Contractor will keep open access to adjacent businesses and residences at all times, unless otherwise approved in writing by a City Representative. Contractor will provide sand or lime water (per MAG Section 309) to prevent tracking. After stabilization of slurry material, all sanded areas will be swept thoroughly.
3. **LOCAL (RESIDENTIAL) ACCESS REQUIREMENTS:** For all residential streets, Contractor will maintain access to all areas receiving a pavement preservation treatment throughout the duration of the project. Access to homes and convenient parking must be considered when scheduling work in all residential areas. Under no circumstances will residents be denied reasonable access to their home and convenient exit/entrance to the area.
4. **ADVANCED WARNING SIGNS:** Advanced warning signs (48" x 48") will be placed on all arterial and collector streets or neighborhood entries receiving a surface seal coat, a minimum of one (1) week prior to application. Locations of the signs will be one-half (1/2) mile and one-quarter (1/4) mile prior to the last intersection of arterial streets and at all residential entrances preceding the limits of the surface seal project.

The sign can be temporary and movable and must read as follows:

**PAVEMENT PRESERVATION PROJECT
BY (COMPANY NAME)
COMPANY CONTACT INFORMATION
FROM (Date) TO (Date)
CONTRACTED BY THE CITY OF MESA**

When pavement preservation service is requested in residential areas the above advance warning signs must be placed at all entrances of affected neighborhoods. The dates will reflect the dates the application will take place in that area. A minimum of four (4) inch high letters will be used to make the sign. Letters will be black and placed on a construction orange background. Sign material will be reflectorized.

At the City's request, the Contractor will provide self-contained changeable message boards to announce that work in the roadway ahead is scheduled or is taking place. Contractor will be compensated for each unit at the daily rate in the bid schedule. See Paragraph 13.

5. **STOP WORK:** The City reserves the right to stop work under this service agreement at any time if, in their opinion:
 - a. Weather conditions become adverse for doing requested work;
 - b. Work quality is not acceptable;
 - c. Other conflicts in Contractor equipment or personnel cause delays in getting work completed;
 - d. Work schedule/location conflicts with other City activities.

6. **SCHEDULING OF WORK:** Work under this agreement is to be phased and quantities and areas are subject to change. All work under this agreement will be done solely at the discretion of the City. The Contractor will submit a proposed work schedule for City approval, prior to beginning any work on this service agreement.

All work schedules will be coordinated with, and approved by, a designated City Representative. After the work schedule is submitted, the Contractor must begin work and all work must be completed by the Contractor and accepted by the City within ten (10) working days, unless otherwise approved by a City Representative. The City understands that scheduling conflicts or unforeseen site conditions may require work schedule changes; however, **in all cases, schedule changes must be approved by City Representative.**

Typical sequence of work scheduling:

1. Contractor delivers work schedule to City Representative for approval. Residential area work schedules must be delivered at least one (1) week in advance of any work and must provide detail about all required permits, traffic control plan and parking for residents.
2. Contractor obtains tests and lays down (at a location determined by City Representative) sample application of materials. Approval of City Representative is required before any work begins in the work area.
3. Contractor completes notification process in accordance with Paragraph 11, Citizen Notification.
4. Contractor ensures all materials are available.
5. Contractor completes work in the area in accordance with the approved work schedule in Step 1 above. All material tickets must be delivered to City Representative on a daily basis.
6. Contractor completes sweeping/clean-up of the area and asks City Representative for inspection and approval of work.
7. Within twenty-four (24) hours, Contractor corrects all items noted by City Representative.
8. Based on the work area completed and agreed upon by the Contractor and City Representative, the City will send an invoice authorization.
9. Contractor sends an invoice to the City using the information provided in the invoice authorization in step 8 above.

Contractor will not work on any streets during any weekend or other non-workday unless approved by a City Representative.

7. **SITE CLEAN-UP:** Work site cleaning will be required daily to remove any debris caused by the pavement preservation operation or related activities. All unit bid prices will include clean-up within the pavement preservation application. No additional compensation will be allowed for the satisfactory completion of this item.

8. **WORK AREA:** The City may provide a yard or location for Contractor material staging under this agreement.

NOW, THEREFORE, in consideration of the mutual promises and conditions hereinafter contained, the parties to this Agreement agree as follows:

- 8.1 **Use:** The City hereby grants Contractor the permission to use the Premises as a construction staging area for the storage of equipment and/or supplies, and for no other use, for the purpose of completing pavement preservation projects assigned by the City of Mesa.

WHEREAS, Contractor desires to use the Premises for a staging area, and City agrees to permit such use, as long as said contractor provides and maintains the surface of the Premises in a manner that will prevent measurable dust emissions and track out.

- 8.2 **Nuisance Prohibited:** Contractor will not use the Premises in any way which would create, or cause to be created, nuisances or hazards to the public health or safety and also not to use or permit any use of the Premises for any illegal or immoral purposes and to comply with all State laws or local ordinances concerning the Premises or use thereof. Contractor agrees that the use of the Premises will be conducted in such a manner so as to ensure the quiet enjoyment of the neighboring properties.

- 8.3 **Maintenance:** Contractor will, at their own expense, maintain the Premises in a neat, clean and orderly condition, and not permit debris to accumulate at any time. Contractor will, at their own expense, repair any damage to the Premises. Contractor will, at their own expense, provide for weed control within the Premises.

- 8.4 **Improvements:** Contractor will have the Premises fenced with temporary fence and screening prior to occupation of the Premises. Contractor will not make any additional temporary or permanent improvements, additions or alterations to the Premises, unless prior approved in writing by City. Contractor will, at their own expense, remove any such improvements, additions or alterations after termination of this Agreement. Any improvements installed on the Premises will in no way encroach, hinder, or impede traffic, vehicular or pedestrian, on the public right of way.

- 8.5 **Compliance with Laws:** Contractor will comply with all applicable laws, ordinances and regulations, which in any manner affect their use of the Premises or their performance under this Agreement.

- 8.6 **Independent Contractor:** Contractor will not, at any time, purport to act as an agent for the City or any of its officers or agents.

- 8.7 **City Right to Enter:** City will have the right, at all times, to enter upon the Premises. City will have the right, at all times, to inspect the Premises to see if the terms of this Agreement are being complied with.

9. **LOCATION OF WORK:** During the term of this contract, Contractor will be required to apply a pavement preservation seal on streets within the boundaries of the City of Mesa.

The order in which the Contractor will complete the work will be at his discretion and as shown on the Contractor's approved schedule of work. The Contractor will complete all work in each individual area prior to moving to the next area, including final inspection and completing all punch list items as approved by City Representative.

Note: The City reserves the right to change locations, size of area, and order of work or total area square yardage.

10. **SAFETY:** Safety vests or high visibility clothing must be worn by Contractor employees at all times while performing work under this contract.

Contractor will adhere to all regulations, rules, ordinances, and standards set forth by Federal, State, County, and City of Mesa governments when providing these services. Contractor will be responsible for the training and instruction of all workers, employees and subcontractors on all required job safety standards and traffic safety. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures and other activities used to ensure compliance.

Contractor will be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and any other safety/traffic control equipment, within their work sites, required to protect its employees, the public, surrounding areas, equipment and vehicles. The flow of vehicular traffic will not be impeded at any times during this project without the prior approval of the City. Contractor will notify the City, in writing, whenever any violation, citation or warning is received for noncompliance in any safety or health related issue while providing these services.

11. **CITIZEN NOTIFICATION:** Contractor will notify the property owners, tenants, post office, mass transit authorities and any other parties which may be affected, in writing and distribute the notice at least forty eight (48) hours prior, and no earlier than seventy two (72) hours prior, to doing any work on or in front of any driveway or for any street restrictions that will affect access to their property. Contractor will provide copies to City Representative for notification of City departments, such as Environmental Management and Sustainability, Police, and Fire Departments. The notification will be for the purpose of allowing the referenced parties to remove any vehicles, reschedule routes, etc. as required, prior to construction and should specify the length of time the driveway and/or street will be out of service. For residential streets, the notification will include where temporary parking is available and will not be permitted during the affected time. Alternate access will be provided as directed by City Representative at no additional cost to the City.

If there are any delays in the construction, property owners and other affected entities will be notified of the delays and then re-notified of the new schedule. Re-notification will also be done in writing and at least forty-eight (48) hours prior, and no earlier than seventy-two (72) hours prior, to doing any construction work in the notification area. All costs incurred for notification will be provided at no additional cost to the City.

Contractor will respond to all customer/citizen calls or complains resulting directly or indirectly from this project within two (2) hours of receipt and will resolve any issue within forty-eight (48) hours. This will be done at no additional cost to the City.

Contractor will resolve all complaints regarding sealant tracking on driveways and is responsible for cleaning all driveways to the satisfaction of the resident and City Representative. This will be done at no additional cost to the City. During resolution of these complaints, City Representative will be present. City Representative will be notified within twenty- four (24) hours of all complaints received.

The City of Mesa will furnish a notification template that will be used to notify residents and businesses.

It is the Contractor's responsibility, at no additional cost to the City, to assure that property owners are notified, de-notified and re-notified in writing, if changes in work schedule become necessary.

12. **TEMPORARY TRAFFIC CONTROL (TTC) PERMIT:** All persons, Contractors, utilities, and other agencies including City departments must obtain a TTC permit if they are to restrict access (partial or complete closures) on public streets, sidewalks, bike lanes, alleys or other public facility except as noted in the City of mesa Temporary Traffic Control Rules and Procedures. The permit authorizes restrictions to be in place as specified on the permit but does not guarantee the

requester exclusive rights to occupy a particular portion of the public right-of-way. Weather, emergencies, incidents, or other projects and special events might require rescheduling of activities. The City will attempt to identify all known potential conflicts so they can be resolved cooperatively among those involved.

Unless otherwise exempted by the TTC Rules and Procedures, TTC permits are required for restrictions on local streets as well as on collector and arterial streets. In the case of unplanned restrictions due to emergencies, notify Transportation as soon as practical at 480-644-4TTC (4882).

Applications may be submitted in person, via fax, or email (email submittal button at the end of application form).

In Person: Mesa Transportation, 300 E. 6th Street, Monday-Thursday 7:00 AM to 6:00 PM
By Fax: 480-644-3130 Attention: Traffic Barricade Coordinator
By Email: Email completed application form to barricade@mesaaz.gov

Please refer to the City of Mesa web site for complete details:
<https://www.mesaaz.gov/residents/transportation>

13. **CHANGEABLE MESSAGE BOARD:** At the request of City Representative, Contractor will supply changeable message boards. Prices will include transport to and from job site and all required maintenance during the requested time period. The board will meet or exceed the following specifications:
- Will be a complete and operational portable unit which will consist of a wheeled trailer with an adjustable, changeable message board, board message controller and a self-contained power supply.
 - The power supply for the changeable message board will be a fully independent self-contained trailer-mounted system. The power supply will be batteries which are recharged from a solar panel mounted above the changeable message board.
 - The changeable message board will have three (3) lines of copy with a minimum of eight (8) characters per line.
 - The programmable message board will be capable of displaying moving arrow patterns as one of the operator-selected programs. The programmable message board will be capable of displaying a minimum of three (3) lines of message copy.
 - The message board will be clearly visible and legible from a distance of eight hundred (800) feet under both day and night conditions.
14. **ADOT INTERSECTION PROCEDURES:** All work for intersecting ADOT street segments require special work phasing, permits and traffic control. **All additional costs associated with these areas will be included in the contract price and no additional compensation will be approved by the City.**
15. **TRAFFIC CONTROL AND BARRICADES:** All costs for traffic control and barricades for all activities/repairs will be included in the bid price for those items.

Contractor will comply at all times with the City of Mesa Traffic Barricade Manual for those portions of this project that are inside the City limits. The cost for any damage to traffic signal equipment (loop detectors, pull boxes, conduit, etc.) is the Contractor's responsibility. All repair work will be done by Contractor at his own expense to the satisfaction of the City of Mesa Traffic Signal Group. Copy of standards may be obtained from the Building Safety Division.

Contractor will furnish or arrange for the rental of all signs, cones, and other traffic control devices and all equipment necessary for the control of traffic. No additional payment will be made to the Contractor other than what is provided for in this contract. Sidewalks and other pedestrian walkways will not be restricted unless otherwise approved by City Representative.

During non-peak hours, one (1) traffic lane in each direction on arterial or collector streets and left turn lanes at major intersections will remain open. **Left turns may be prohibited only as directed by City of Mesa Representative.**

During the peak hours of 6:30 a.m. to 8:30 a.m. and 4:00 p.m. to 6:00 p.m. there will be no work on arterial streets and all existing traffic lanes will remain open. During the peak hours, collector streets will remain open as described below:

- At intersections, a minimum of one (1) through-lane will be open to traffic on both the approach and departure sides, and a minimum of one (1) left turn lane will remain open on each approach to the intersection. Left turns may be prohibited as directed by City Representative.
- On collector and residential streets, a minimum of one (1) traffic lane will be open to traffic in each direction.

The Contractor will arrange his schedule so that the work complies with the time restrictions outlines above, unless otherwise approved in writing by City Representative. Any barricades or signs restricting flow in the open traffic lanes of arterial and collector streets will be removed by 4:00 p.m.

The following requirement applies to all streets (residential, collector, arterial and intersections):

The Contractor will submit a certification statement signed by the Contractor and the barricade subcontractor stating that they certify and warrant that the barricades will be erected and maintained in compliance with the barricade manual.

The Contractor will employ a "designated" person who will be responsible for ensuring that all barricades, signs, barricade lights, signals, and other traffic control devices are established and maintained in strict compliance with the City of Mesa Traffic Barricade Manual and the contract requirements. The designated person will:

- Inspect all barricading and traffic control devices on a regular, recurring basis and submit a daily (including weekends and holidays) report, in writing, to Representative of such inspections the next workday;
- Ensure that existing City-owned traffic signals do not conflict with barricades and signs or give misleading signals to pedestrians and motorists. They will immediately bring conflicting conditions to the attention of City Representative. Representative will coordinate with the City's Traffic Signals Group for any required changes to traffic signal sequencing, timing, or outages;
- Ensure that flagmen, when employed, are trained in accordance with the O.S.H.A. regulations (29 CFR 2926.201 Signaling) and;
- Immediately respond to call-outs by City Representative or Base Operations; cooperate with Police or Fire Department Investigators; and, on their own responsibility, re-establish barricades and traffic control devices, as necessary.

Contractor will certify, by letter, that the designated person has read and will comply with the requirements of the City of Mesa Traffic Barricade Manual. The Safety Certification letter will be

provided to the City at the pre-construction conference. The Safety Certification should include the name of the "designated" person, the name of the "competent" person (if different from the designated person), telephone numbers where they can be reached twenty-four (24) hours a day, and any restrictions or limitations on their duties and authorities.

Costs incurred by the requirements of this section will be included in the bid items listed on the Pricing Sheet (listed as Attachment A). No additional payment will be made for barricades, other traffic control devices, salaries, or other work or materials required by this section.

16. **POLICE OFFICER:** In accordance with the City of Mesa Barricade Manual, a uniformed, off-duty, City of Mesa Law Enforcement Officer is required at major intersections and other locations where restrictions are present. In these cases, City of Mesa Officers will be given the first opportunity to fulfill this requirement. If City of Mesa Officers are not available, other jurisdiction's officers may be used. The Contractor is responsible for making all arrangements with the City for these services if required. **No reimbursements will be made for this service and costs shall be included in the unit bid price(s).**
17. **TEMPORARY PAVEMENT MARKINGS:** Temporary pavement markers must be installed when existing pavement markings are to be eradicated. The temporary pavement markers must be installed on the existing surface and exposed after the new pavement preservation seal has been applied. Makers will comply with ADOT Standard Specifications 701-2.05 and ADOT Standard Drawing M-20, "L" Design.

<https://www.azdot.gov/business/ContractsandSpecifications/Specifications>.

Unless otherwise specified by City Representative, spacing will be forty (40) feet. Temporary pavement markings must be included in the bid price(s).

18. **RESTRIPING:** Restriping of the pavement may be requested by the City after the roadway has been sealed.
 - 18.1. **Mainline (Longitudinal) Pavement Markings:** Markings or striping which are typically installed or at a fairly rapid speed using a mainline truck that has a driver and operator(s). The types of markings to be installed or removed will include lane lines, center lines, edge lines, gore lines and storage lines. All mainline waterborne paint installation shall be fifteen (15) wet mils with eight (8) pounds per gallon of glass bead.
 - 18.2. **Shortline (Transverse) Pavement Markings:** Markings or striping that is typically installed using a walk behind hand cart, a handheld sprayer, or torched onto the pavement. The types of markings installed include crosswalks, intersection Page 11 of 33 MRM Construction Services, Inc. Contract #2018194 guide lines, stop bars, bike markings, legends, arrows, raised curb painting and railroad markings. Pavement letters or numbers will include up to four (4) letters or numbers per unit (ONLY, 202N, etc.). All Shortline waterborne paint installation of line, symbol or curb will be installed at fifteen (15) wet mils with eight (8) pounds per gallon of glass bead. It will be the responsibility of the Contractor to provide shortline symbols.
 - 18.3. **Approved Product List:** The following materials are approved for use for mainline and shortline markings and reflect the minimum standard to be used:
 - Paint: EF series High Build Fast Dry Waterborne 985221 (White) 985222 (Yellow) or approved equal.
 - Glass Beads: Type 1, ADOT standard specification section 708 glass bead
 - 18.4. **Appearance, Width and Placement of Markings:** The finished mainline pavement marking will have well defined edges and be free from waviness that is noticeable to users of the

roadway as judged by the City. Lateral deviation of the line will not exceed one (1) inch in one hundred (100) feet. Painted lines will be four (4) or eight (8) inches wide as directed by City specifications, with a tolerance of plus/or/minus one eighth (1/8) inch and will be placed at a minimum rate of sixteen (16) gallons per mile for a solid four (4) inch line and four (4) gallons per mile for a broken four (4) inch line based on a ten (10) foot stripe and a thirty (30) foot gap (40 foot cycle aggregate). The length of a painted segment and gap will not vary more than six (6) inches in a forty (40) foot cycle. When are placed over existing pavement markings, unless otherwise directed by the City, the new pavement marking will accurately overlay the existing pavement markings. The finished Shortline pavement marking line will have well defined edges and be free from waviness that is noticeable to users of the roadway as judged by the City. After application and sufficient drying time, the markings will show no appreciable deformation or discoloration under local traffic conditions in an air and/or road temperature ranging from - 10° to + 180°F. When markings are placed over existing pavement markings, unless otherwise directed by the City, the new pavement markings will accurately overlay the existing pavement markings. Overlaying of existing legend and symbols will match the existing markings within one-half (1/2) inch.

- 18.5. **Inspection and Quality Assurance:** The City will be using the most current version of the Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works and/or City of Mesa Standards and Specifications for inspection and quality assurance of all work. Contractor will be responsible for ensuring all workmanship, materials, equipment, and site preparation meets or exceeds these requirements. The City Representative will inspect all phases of work and any unsatisfactory work or preparation will be redone at no additional cost to the City.
- 18.6. **Method of Measurement:** All work will be based on actual linear feet of pavement marking and rounded to the nearest whole foot using conventional rounding methods. The installation of pavement marking lines will be measured by the linear foot along the center line of the pavement marking line (or stripe). No measurement will be made of gaps (e.g. area of no marking) between the dashed lines. Contractor will submit a detailed account for each road segment. Account will provide detailed information on the amount of pavement marking material (by type) that was applied.
19. **INSPECTION/QUALITY ASSURANCE:** The City will designate a Representative assigned to this project that will inspect and make final approval of all completed work. Upon request by the City, Contractor shall furnish City Representative with material samples for testing.
20. **PROTECTION OF EXISTING SERVICES:** Contractor will take all necessary precautions to prevent slurry seal or other material used on the work from entering or adhering to all storm sewer gratings, valve boxes, manhole, etc. A squeegee method will not be permitted. Immediately after surfacing, Contractor will clean off any such material and leave any such grating, manholes, etc. in a satisfactory condition.
21. **WORK CREW SUPERVISION:** Contractor will provide qualified supervision of each crew at all times while performing work under this contract. Each supervisor must be able to converse in the English language and shall be authorized by the Contractor to accept and act upon all directives issued by the City. Failure for the supervisor to act on said directives shall be sufficient cause to give notice that the Contractor is in default of the contract unless such directives would create potential personal injury or safety hazards or are contrary to the intent of these specifications.

Contractor will provide a cellular telephone for the Contractor's on-site supervisor and/or foreman. Contractor will be responsible for payment of all phone charges. All communication equipment shall be maintained in proper working condition at all times.

22. **MEASUREMENTS:** All work by Contractor will be inspected and approved by City Representative prior to processing any pay request. Payment will be based on unit bid price and the total quantity of each bid item satisfactorily and completed and measured jointly by City Representative and Contractor (to the nearest whole square yard using conventional rounding methods). Any questions relating to measurements will be resolved prior to invoice submittal. The City will endeavor to make payment for approved work within thirty (30) business days of being submitted.

23. **CONTRACTOR PERFORMANCE:** The City's Representative or other authorized representative will decide all questions arising as to the quality and acceptability of any work performed under this contract. If, in the opinion of the City's Representative, performance becomes unsatisfactory, the City will notify the Contractor. In the even the unsatisfactory performance is not corrected within the time specified by the City Representative, the City will have the immediate right to complete the work to its satisfaction and will deduct the cost to cover any balances due or to become due the Contractor. Repeated incidents of unsatisfactory performance may result in cancellation of the agreement for default.

For example, if the Contractor fails to complete the Citizen Notification in the required time frame, the City may choose to notify the Contractor of the violation by email or verbally. Additional violations of the same requirement may result in a formal notice to cure the unsatisfactory performance. Continued violations of the same or similar contract requirement may result in additional formal actions up to and including contract termination.

24. **PERMITS:** Contractor is advised that a variety of permits may be needed to perform this work, including but not limited to dust control permit as required by the Maricopa County Environmental Service Department and/or City, County and ADOT barricade and traffic control permits. It will be Contractor's sole responsibility to obtain these permits and all other permits and approvals needed to complete the work and comply with its requirements. If any permit is required for the work, Contractor will provide a copy of a dust or traffic control plan for work under this agreement to City Representative prior to the start of work.

TECHNICAL SPECIFICATIONS (HIGH DENSITY MINERAL BOND)

SEAL COATS

- HIGH DENSITY MINERAL BOND

1. **HIGH DENSITY MINERAL BOND**

1.1 **Material Specifications:**

A. Asphalt Binder:

Emulsified Asphalt: inorganic, non-ionic, thixotropic mineral colloid at twenty-five (25) degrees C that meet the following requirements:

Table 1 – Emulsion Properties			
Criteria	Standard	Min	Max
Brookfield Viscosity @ 77Deg F (spindle 5,20 rpm) cPs	ASTM D 2196	11,000	20,000
pH	ASTM E 70	5.0	7.5
Density, lbs/gal	AASHTO T 59	8.5	9.0
Asphalt Cement Content, % by weight	ASTM D 2172	45	50
Solids Content, % by weight	AASHTO T 59	50	54
Ash Content, % by weight	AASHTO T 111	4.0	6.0

B. Aggregate:

Clean and free from organic matter and other detrimental substances. Composed of sand, clay, slate and corundum. Properties of slate and corundum as follows:

Table 2 – Slate			
Physical Properties			
Criteria	Standard	Min	Max
Specific Gravity	ASTM C 128	--	2.7
Compression, psi	ASTM C 170	11,000	--

Table 3 - Corundum			
Physical Properties			
Criteria	Standard	Min	Max
Specific Gravity	ASTM C 128	3.9	--
Knoop 100 Hardness	ASTM D 1326	2,000	--
Ball Mill Friability (14 grit)	ASTM B 74.8	--	50

C. Additives:

1. Water is Clean, non-detrimental, and free from salts and contaminant.
2. Polymers and other additives are necessary to achieve mix design performance.

D. Mix Design:

Completed high density mineral bond materials, prior to being loaded for install, must meet the following requirements:

Table 4- Mix Properties			
Criteria	Standard	Min	Max
Asphalt Content, % by weight	D 2172	17	20
Solids Content, % by weight	D 1644	55	63
Initial Brookfield Viscosity @ 77 deg F (Spindle 4, 20 rm), cPs	D 2196	5,500	9,000
Ash Content, % by weight	T 111	38	--
Ash Content of Solids, % by weight (a)	T 111	65	--
Density, lbs/gal	T 59	11	--
pH	E 70	6.0	8.0
Total Inorganic Aggregate Content, % by weight (b)	T 111	37	--
Total Sand Content, % by weight		1.0	6.0
Maximum VOC, g/L	D 3960	0	5
Resistance to Re-emulsification	D 2939	No Re-emulsification	
Wear Resistance, % loss by weight (c)	D 2486	--	4
Notes:			
(a) Ash content as a percentage of solids content.			
(b) Ash content of completed mix minus ash content of base non-ionic emulsion. Total inorganic aggregate content is defined as slate, refined corundum, and sand.			
(c) ASTM D 2486 (Modified): Prepare sample at 48 wet mills on glass panel. Dry at 77 deg F for three (3) days. Immerse in water for 34 hours at 77 deg F. Test scrub resistance with 1,000 gram brush for 12,000 cycles. Report percent of dry film lost.			

1.2 Construction Equipment:

A. Use a continuous flow mixing unit:

1. Capable of applying at least fifteen thousand (15,000) square yards of material per day.
2. Equipped with full sweep agitation system to assure proper suspension of fine aggregates.
3. Equipped with an operator control station that adjust material spread rate in accordance with project calibration process.
4. Equipped with a filtering system to catch particles that plug nozzles.
5. Equipped with a retractable spray bar capable of applying mixture without drilling. The bar should be positioned to meet the calibration requirements.

B. Storage Tanks

1. When delivering mix from the central mixing plant to a job site storage tank, use only storage tanks with a capacity to contain entire transport load.
2. Ensure that all site storage tanks have internal full sweep mixing mechanisms and mixing capability that can provide at any given point in the tank homogenous mix.

1.3 Preparation:

- A. Calibration: On a test strip at least three hundred (300) feet long, determine the correct pump settings, spray bar height, and ground speed for the application equipment.

Apply material with pump settings at eighty (80) percent of maximum output (plus or minus five (5) percent) and at a ground speed of three hundred (300) to four (400) hundred feet per minute.

1. Do not begin or continue application without the City's knowledge of the calibration process and settings.
2. Do not deviate from calibration settings without the City's knowledge.

B. Surface repairs: to be determined on an as needed basis.

B. Masking: Mask-off street fixtures, end of streets and intersections.

C. Traffic Control:

1. Implement traffic control plan requirements in association with the City's traffic control protocols. Provide safe passages for pedestrians and vehicles.
2. If existing markings and stripes are to be reestablished, use reflective tabs to mark existing locations before applying surface treatment materials, cost to be included in the unit bid price(s).

D. Cleaning:

1. Remove loose material, mud spots, sand, dust, oil, vegetation, and other objectionable materials.
2. Do not flush water or apply pressurized water over cracked pavement unless the City allows its use and there is sufficient time to allow to dry.

1.4 Protection:

A. Trees, plants, and ground cover:

1. Protect trees, plants and other ground cover from damage
2. Prune trees to allow equipment passage underneath. Repair tree damage at no additional cost to the City.

B. Protect structures, curb, gutter, sidewalks, guardrails, guide posts, etc. from physical damage.

1.5 Application:

A. This contract will be bid by a per coat basis

B. Two separate application coats are required. The first application must be thoroughly set and free from damp areas before the second application begins.

C. Spreading:

1. Keep material delivery at constant rate even if forward speed of lay-down machine varies.
2. Do not reduce application rate along edges or around manhole covers.
3. Apply both applications right to the edge of pavement. Do not leave uncovered areas near curbs, street fixtures, or edges on either application.

4. Make straight lines at all locations.
 5. Place product out of right-of-way line on side streets and intersections.
 6. Use hand squeegees to spread mix in areas that cannot be reached with distribution spray bar.
 - a. Provide complete and uniform coverage.
 - b. Avoid unsightly appearance from hand work.
- D. Joints:
1. Make transvers joints straight-cut butt type, not overlap type.
 2. Place longitudinal joints on lane lines. Limit overlap to three (3) inches maximum.
 3. Stop and correct operation of longitudinal or transvers joints that have uncovered areas or unsightly appearance.
- E. Tolerances:
1. First application: **0.20 gallons per square yard minimum.**
 2. Second application: **0.16 gallons per square yard minimum.**
- F. Field Quality Control:
1. Emulsion density testing, AASHTO T 59. If testing shows material non-compliant, remove installed product and halt operations until new material is delivered and is known to be in compliance.
 2. Measure the total amounts of material installed and verify if it meets the application rate.

1.6 After Application:

- A. Raise reflective tabs that were covered over by application
- B. Clean street fixtures
- C. Do not apply permanent pavement markings or striping until at least ten (10) days after application of material. Layout must be approved by the City.
- D. Repair
 1. Remove delaminated or non-compliant product found after installation and apply acceptable product.
 2. Remove spatter, marks and overcoat from curb, gutter, sidewalk, guardrails, guide posts, etc.
 3. Remove overcoat from street fixtures.
 4. Make edge and end lines straight.
 5. Leave no streaks, holes, bare spots, or cracks through which liquids or foreign matter could penetrate to the underlying pavement.
 6. Repair collateral damage caused by construction.
- H. Opening to Traffic
 1. Cure time depends on type of asphalt, mixture characteristics and weather. Keep traffic off surface until material does not track.

Exhibit B

PRICING

Pursuant to all the contract specifications enumerated and described in this Solicitation; Respondent agrees to furnish **Pavement Preservation Services (High Density Mineral Bond)** to the City of Mesa at the price(s) stated below.

High Density Mineral Bond					
Item No.	Description	Unit of Measure	Unit Price	Estimated Annual Quantity	Total Price
1	High Density Mineral Bond (Standard 2 Coat Process per Technical Specifications) - material, application, traffic control and mobilization (Maricopa County)	Square Yard	\$ 1.80	250,000	\$ 450,000.00
2	High Density Mineral Bond (Maintenance Coat - Only 1 application) - material, application, traffic control and mobilization (Maricopa County)	Square Yard	\$ 1.26	250,000	\$ 315,000.00
Total Bid Price:					\$ 765,000.00
3	Additional mobilization charge for Northern Arizona (North) of Maricopa County) *This is the price per mobilization. Actual mobilization may vary throughout the term of the contract.	Per	\$ 9,500.00	1	\$ 9,500.00
4	Additional mobilization charge for Southern Arizona (South) of Maricopa County) *This is the price per mobilization. Actual mobilization may vary throughout the term of the contract.	Per	\$ 9,500.00	1	\$ 9,500.00

Additional items the City of Mesa May require during this contract for traffic control and pavement markings.

Changeable Message Board	Week	\$ 504.38
Temporary Pavement Markers	Each	\$ 2.00
Four (4) inch wide striping, traffic paint white or yellow	LF	\$ 0.42
Eight (8) inch wide striping, traffic paint white or yellow	LF	\$ 0.84
Stop bar eighteen (18) inch wide striping, traffic paint white	LF	\$ 3.13
Crosswalk, twelve (12) inch wide striping, traffic paint white or yellow.	LF	\$ 2.19
Cross hashing, cheveron striping, eight (8) inch wide, traffic paint white	LF	\$ 1.56
Arrows and bike markings striping, traffic paint white	Each	\$ 218.75

The City will add any applicable sales tax or use tax. Sales/Use taxes should not be included in the bid prices. Vendors who will be charging a Mesa Transaction Privilege Tax (TPT) will have a 2.00% removed from the taxable item(s) for the purpose of award evaluation (i.25).

DELIVERY: See Mesa Standard Terms and Conditions.

Vendor Name: HOLBROOK ASPHALT CO.
7/15/19

Date: JULY 30, 2019

RFB # 2020007

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.
2. **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.
3. **ASSIGNMENT.** This Agreement may not be assigned, either in whole or in part, without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right, at its option, to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.
4. **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
5. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.
6. **NON-EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
7. **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.
8. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.
9. **COMPLIANCE WITH APPLICABLE LAWS.**
 - a. **General.** Contractor must procure all permits/licenses and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve compliance throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.
 - b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified

in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

- c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.
- i. As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter collectively the "Contractor Immigration Warranty").
 - ii. A breach of the Contractor Immigration Warranty will constitute a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
 - iii. To ensure Contractor and its subcontractors are complying with the Contractor Immigration Warranty, the City retains the legal right to conduct random verification of the employment records of any Contractor or subcontractor employee who works on this Agreement, including the inspection of the papers of such employees. Contractor agrees to assist the City in regard to any random verification performed.
 - v. Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274a and 274b of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).
- d. **Nondiscrimination.** Contractor understands and acknowledges that it is the policy of the City of Mesa to promote non-discrimination. As such, Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, national origin, age, disability, religion, sex, sexual orientation, gender identity and expression, veterans' status, marital status, or genetic information, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. In performance under this Agreement, Contractor and Contractor's personnel will comply with applicable provisions of the following laws (as amended): Title VII of the U.S. Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 *et seq.*), and any other applicable non-discrimination laws and rules.
- e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods or services to the City.
- f. **Israel Boycott Divestments.** In accordance with the requirements of A.R.S. § 35-393.01, if the Agreement requires Contractor to acquire or dispose of services, supplies, information technology or construction, then, by entering into this Agreement, Contractor certifies that it is not currently engaged in, and agrees for the duration of the Agreement to not engage in, a boycott of Israel.

10. **SALES/USE TAX, OTHER TAXES.**

- a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement including, by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees, as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, then Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.
- b. The City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The City is not exempt from state and local sales/use taxes.

11. **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations, whether or not related to the Agreement, due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.

12. **PUBLIC RECORDS.** Contractor acknowledges that the City is a public body, subject to Arizona's public records laws (A.R.S. § 39-121 *et seq.*) and any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.

- a. If Contractor believes documents related to the Agreement contain trade secrets or other proprietary data, Contractor must have notified the City pursuant to Mesa Procurement Rules Section 2.1 or notified the City with a notification statement specifically identifying the trade secrets or other proprietary data that Contractor believes should remain confidential.
- b. In the event the City determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, the City, to the extent possible, will provide Contractor with prompt written notice by certified mail, fax, email or other method that tracks delivery status of the requirement to disclose the information so Contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Contractor to seek court ordered protection or other legal remedies as deemed appropriate by Contractor. If Contractor does not obtain such court ordered protection by the expiration of said time period, the City may release the information without further notice to Contractor.

13. **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.

14. **BACKGROUND CHECK.** In accordance with the City's current background check policies, the City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement who will have access to the City's information, data, or facilities. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.

15. **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any

reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.

16. **DEFAULT.**

- a. A party will be in default of the Agreement if that party:
 - i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;
 - ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;
 - iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner; or
 - iv. Fails to carry out any term, promise, or condition of the Agreement.
- b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with Article 6 of the City's Procurement Rules.
- c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party will provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default, unless the default is of a nature that it is reasonably anticipated to affect the health, safety or welfare of the public and, in such an event, the non-defaulting party may require a minimum seven (7) days to cure the default from the date of receipt of the notice; the cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement. Failure of the defaulting party to cure the default will entitle the non-defaulting party to the election of remedies specific to the party as set forth in section 17 below.
- d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event demand is made and no written assurance is given within ten (10) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement entitling the City to terminate the Agreement in accordance with section 17(a) below.

17. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:

- a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
- b. The City may purchase the services or materials required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price in the Agreement, the City may recover the excess cost by: (i) requiring immediate reimbursement by the Contractor to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as permitted by law. Costs in this Subsection (b) include any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement including, but not limited to, administrative expenses, attorneys' fees, and costs.
- c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.

- d. Neither party will be liable for incidental, special, or consequential damages.
18. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.
19. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement, in part or in whole, for its sole convenience upon thirty (30) calendar days' written notice. Contractor acknowledges that, as with any termination permitted under this Agreement, in the event of a termination for convenience, Contractor is only entitled to payment in accordance with section 22 (Payment to Contractor Upon Termination); Contractor will not be entitled to any anticipated lost profits had the Agreement been performed to completion.
20. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.
21. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.
22. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement for any reason, Contractor will be entitled only to payments authorized under the Agreement for those services performed or materials provided in accordance with the Agreement up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.
23. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this Agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.
24. **INDEMNIFICATION; LIABILITY.**
- a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify and hold harmless the City, its elected officials, agents, representatives and employees (collectively, including the City, "City Personnel") from and against any and all liabilities, demands, claims, suits, penalties, obligations, losses, damages, causes of action, fines or judgments of any kind, including costs, attorneys', witnesses' and expert witnesses' fees, and expenses incident thereto (all of the foregoing, collectively "Claims") imposed upon or asserted against City Personnel by a third party relating to, arising out of or resulting from, in whole or in part: (i) services or materials provided under this Agreement by Contractor or its officers', agents', or employees' (collectively, including Contractor, "Contractor Personnel"); (ii) negligent acts, errors, mistakes or omissions of Contractor Personnel; or (iii) failure of Contractor Personnel to comply with or fulfill the obligations established by this Agreement. Contractor's indemnification, duty to defend and hold harmless City Personnel in this Subsection (a) will apply to all Claims against City Personnel except Claims arising solely from the negligence or intentional acts of City Personnel.
- b. The City assumes no liability for the actions of Contractor Personnel and will not indemnify or hold Contractor Personnel or any third party harmless for Claims relating to, arising out of or

resulting from, in whole or in part, this Agreement or use of Contractor Personnel-provided services or materials.

25. **WARRANTY.** Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner. The City's acceptance of services or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If the City reasonably determines any materials or services are of a substandard or unsatisfactory manner, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction.

Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.
26. **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property and will, at the City's request and expense, furnish to the City reasonable assistance and cooperation in obtaining recovery, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City.
27. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees: (i) it is not entitled to deliver any specific amount of materials or services, or any materials or services at all, under this Agreement; and (ii) the materials or services will be requested by the City on an as needed basis, at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.
28. **OWNERSHIP.** All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.
29. **USE OF NAME.** Contractor will not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.
30. **PROHIBITED ACTS.** Contractor acknowledges the applicability of A.R.S. § 38-504 which prohibits a person who, within the preceding twelve (12) months, is or was a public officer or employee of the City from representing another person (including Contractor) before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment by a substantial and material exercise of administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such person in the course of his or her official duties at the City.
31. **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.
32. **RISK OF LOSS.** Contractor agrees to bear all risk of loss, injury, or destruction of Contractor's goods or equipment incidental to Contractor providing the services and materials under this Agreement and such loss, injury, or destruction will not release Contractor from any obligation hereunder.
33. **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage or loss to City real or personal property when such property is the responsibility of or in the custody of Contractor or its personnel.

34. **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.
35. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the warranty in section 34, Contractor will without limitation and at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.
36. **CONTRACT ADMINISTRATION.** The contract will be administered by the applicable Purchasing Officer and/or an authorized representative from the using department (collectively "Contractor Administrators"); all questions regarding the Agreement will be referred to the Contract Administrators. If authorized by the Contract Administrators, supplements or amendments may be written to the Agreement for the addition or deletion of services. Payment will be negotiated and determined by the Contract Administrators.
37. **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will, within five (5) calendar days of the unforeseeable circumstance, notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.
38. **COOPERATIVE USE OF CONTRACT.** The City has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

The City currently holds or may enter into Intergovernmental Governmental Agreements (IGA) with numerous governmental entities. These agreements allow the entities, with the approval of Contractor, to purchase their requirements under the terms and conditions of this Agreement.

A contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. A school district governing board shall adopt policies to exempt a person from the requirements of this subsection if the person's normal job duties are not likely to result in independent access to or unsupervised contact

with pupils. A school district, its governing board members, its school council members and its employees are exempt from civil liability for the consequences of adoption and implementation of policies and procedures pursuant to this subsection unless the school district, its governing board members, its school council members or its employees are guilty of gross negligence or intentional misconduct.

Additionally, Contractor will comply with the governing body's fingerprinting policy of each individual school district and public entity. Contractor, subcontractors, vendors and their employees will not provide services on school district properties until authorized by the school district.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.

39. **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.
40. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be sent via personally delivery, certified or registered mail with postage prepaid, overnight courier, or facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier, or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.
41. **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit, in law or equity, arising from or incident to this Agreement will be Maricopa County, Arizona.
42. **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.
43. **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated herein.
44. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.
45. **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.
46. **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to A.R.S §§ 1-501 and 1-502, any person who applies to the City for a local public benefit (the definition of which includes a grant, contract or loan) must demonstrate his or her lawful presence in the United States. As this Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes if applicable.

47. **AUTHORITY.** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each is properly authorized and empowered to enter into the Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.
48. **UNIFORM ADMINISTRATIVE REQUIREMENTS.** By entering into this Agreement, the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.
49. **PCI DSS Compliance.** In the event any Contractor engages in payment card transactions as a part of the services provided to the City, Contractor shall comply with the Payment Card Industry Data Security Standards (“PCI DSS”) and any amendments or restatements of the PCI DSS during the Term of this Agreement. Contractor accepts responsibility for the security of the City’s and/or any customer’s credit card data in its possession, even if all or a portion of the services to City are subcontracted to third parties.



Town of Florence Sole Source Justification

Purchases over \$5,000

Note: Exemption from competitive bidding is allowed only in the existence of an emergency or when it is clearly determined to be impractical to procure through the competitive bidding process. The department director shall submit this form to the Town Manager for approval before procuring materials or services.

Vendor Name: Holbrook Asphalt Date 10/05/20

Commodity (general description) HA5 high density mineral advanced performance pavement preservation treatment

Dollar Amount \$293,466.89 (If over \$25,000, must go to Town Council for prior approval)

GL Account # 012-535-322

Check all entries that apply:

- Purchase request is made to the original manufacturer or provider; There are no regional distributors. (Item * must also be checked)
- Purchase request is made to the only distributor of the original manufacturer or provider. (Item * must also be checked)
- This is the only known item that will meet the specialized needs of the department or perform the intended functions.
- Parts/equipment are not interchangeable with similar parts of another manufacturer.
- Parts/equipment are required from this vendor to provide standardization.
- The elements of time and, therefore, cost to the town override the potential cost savings realized through standard purchasing procedures.
- None of the above apply. Detailed explanation for sole source requests is contained in the attached memorandum.

Justification:

City of Mesa Contract # 2020007, expires 6/30/22

Cooperative Contract

Department Director Signature: _____

Date: 9/17/2020

Finance Director Signature: _____

Date: 9/17/2020

Town Manager Signature: _____

Date: 9/17/2020

Proposal



Project Location	Proposal #	Date Issued	PO/LD #
City of Florence Multiple Locations (See Maps) Florence AZ 85132	HAA240382	4/17/2020	

Terms

Due Upon Completion

Adviser Information

Aaron Eppley
P: 435-703-0023 | E: aaron@holbrookasphalt.com

Description

2020 High Density Mineral Bond - City of Florence

Bill To

City of Florence
Attn: Accounts Payable
425 E. Ruggles
Florence AZ 85132
United States

Item	Quantity	UM	Rate	Amount
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Notes

- (1) Traffic control will include 24-hour residential road closures. If additional closures/methods are required, additional traffic control costs will be added.
- (2) Standard cleaning is included in the unit price. Items NOT considered to be Standard Cleaning include: heavy dirt, mud, construction or landscaping debris, and foreign material on the pavement surface. All non-standard cleaning requirements must be completed and approved by a Holbrook Asphalt representative prior to the start of project.
- (3) All required bonding and taxes shall be added to project invoices.
- (4) Pricing is based on Contract No. CON-16-3332-A4 (between the City of Goodyear and Holbrook Asphalt)
- (5) PAVEMENT MARKINGS:
 -(a) Include two mobilizations. Additional mobilizations will be invoiced at \$875/piece. Additional mobilization charges may be applied from circumstances beyond our control which would prohibit the below mentioned work from being completed as scheduled.
 -(b) Includes shadow trucks for both long line and short line operations.
 -(c) Exclude: Law enforcement, traffic control, barricades, bonds, sales tax, permits, survey, sweeping, as built, water supply, dump site, shadow truck, diamond grinding, obliteration, slurry seal or sealer for obliteration scaring & removal of chip seal markers.

Total	\$255,188.60
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Project Location	Proposal #	Date Issued	PO/LD #
City of Florence Multiple Locations (See Maps) Florence AZ 85132	HAA240382	4/17/2020	

Terms

Due Upon Completion

Adviser Information

Aaron Eppley
P: 435-703-0023 | E: aaron@holbrookasphalt.com

Description

2020 High Density Mineral Bond - City of Florence

Bill To

City of Florence
Attn: Accounts Payable
425 E. Ruggles
Florence AZ 85132
United States

Item	Quantity	UM	Rate	Amount
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HA5 (HDMB)	131,952	SqYd	1.80	237,513.60
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- Clean & Prepare Surface using high pressure air & wire bristle brooms
- Instal "HA5" High Density Mineral Bond advanced performance pavement preservation treatment
- No guarantee surface treatments will adhere to areas saturated with motor oil
- HA5 meets demands of High Density Mineral Bond Specification established by agency engineers.

INCLUDES

- Orlando: (16,182 sq yards) Light Purple on map
- Butte: (8,010 sq yards) Aqua on map
- Santa Cruz: (4,721 sq yards) Bright Blue on map
- Anthem Spirit: (3,588 sq yards) Red on map
- Anthem Unit 9: (19,297 sq yards) Purple on map
- Anthem Unit 17: (17,273 sq yards) Light pink on map
- Anthem Unit 22: (23,178 sq yards) Hot pink on map
- Anthem Unit 29: (11,725 sq yards) Green on map
- Anthem Unit 54: (14,139 sq yards) Orange on map

Pavement Markings (Existing Layout) A2

All Stripes, Symbols and Painting to follow existing pattern.

*****Spirit Way*****

- (1,695 lf) white 4" equiv.
- (1,620 lf) yellow 4" equiv.
- (2,453 lf) 4" EQUIV. WHITE SPRAYED THERMOPLASTIC 60MIL
- (1,620 lf) 4" EQUIV. YELLOW SPRAYED THERMOPLASTIC 60MIL
- (120 lf) 4" EQUIV. WHITE TRANSVERSE THERMOPLASTIC 90MIL
- (2) PREFORMED TAPE SYMBOL, BIKE GUY/ARROW (3M 270)
- (90) TYPE D RPM (2-WAY YELLOW)

*****Butte Ave*****

- (5,060 lf) PERMANENT PAINT YELLOW, 4" EQUIV.
- (5,060 lf) 4" EQUIV. YELLOW SPRAYED THERMOPLASTIC 60MIL

*****Anthem 29*****

- (480 lf) PERMANENT PAINT WHITE, 4" EQUIV.
- (960 lf) 4" EQUIV. WHITE TRANSVERSE THERMOPLASTIC 90MIL

*****Anthem 54*****

- (480 lf) PERMANENT PAINT WHITE, 4" EQUIV.
- (810 lf) 4" EQUIV. WHITE TRANSVERSE THERMOPLASTIC 90MIL

*****Keating St*****

- (60 lf) PERMANENT PAINT WHITE, 4" EQUIV.
- (60 lf) 4" EQUIV. WHITE TRANSVERSE THERMOPLASTIC 90MIL

*****Desert Blossom Way*****

- (45 lf) PERMANENT PAINT WHITE, 4" EQUIV.
- (90 lf) 4" EQUIV. WHITE TRANSVERSE THERMOPLASTIC 90MIL

*****Monticello Drive*****

- (45 lf) PERMANENT PAINT WHITE, 4" EQUIV.
- (90 lf) 4" EQUIV. WHITE TRANSVERSE THERMOPLASTIC 90MIL

Fa	17,675.00	17,675.00
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Date	Number
4/17/2020	HAAB01274

Terms and Conditions

Proposal and pricing void 45 days from date listed on proposal. Any proposals signed that are dated prior to 45 days are subject to revision or updated pricing. Adviser may request that the proposal be reissued to client for signing.

EXCLUSIONS: Holbrook Asphalt Co. ("Contractor") is not liable for any ADA compliance, if needed, Client should consult with an ADA compliance professional prior to specific project approval. Engineering, tests, permits, inspection fees and bonding fees are not included in price unless stated otherwise. Contractor will not be responsible for its product failure if said failure is directly or indirectly caused by existing surface conditions and any written or implied warranty will become void. Existing surface conditions are defined as: water drainage issues, delamination or failure of existing paint, asphalt, surface sealer, wearing course or any other material that is in a failing or in an unstable state. If any portion of the project area has existing surface conditions, the entire project area may have similar underlying issues and treated as such. Client is responsible for having automatic or manual gates open on day of work. Any damage to gates, sensors or loop sensors above or below asphalt are responsibility of Client. Any hot-applied sealants will not be exactly level with pavement surface as material settles to fill voids. There may also be excess material on pavement surface. Regarding asphalt, concrete and excavation work: we are not responsible for subgrade scarification, re-compaction or concrete damage due to removal of asphalt. Pricing based on no more than depth dimensions listed. Upon construction, if it is determined that concrete or asphalt depth is greater than the estimation, client agrees to pricing adjustment as a result of project overrun. Not responsible for existing condition of subgrade, drainage in areas of less than 1% grade, adjustments of utilities, manholes and valve covers. We are not responsible for any damage to underground utilities and cost to repair the same.

PAYMENT TERMS: Due Upon Completion (Completion by line item 'Progress Billing' and/or completion of project core). There may be concerns from Client following completion. Upon request, post-project walk-throughs may be scheduled to review concerns. Payment will remain due upon invoice. Contractor is committed to client satisfaction and resolving concerns, though at times, this may be delayed. As the Client, I agree to not withhold payment due to walkthrough requests, cleaning, touch-up, or warranty concerns. I understand and agree that I will be billed for towing as incurred and will be due on receipt. I agree that if I demand to retain payment until warranty work or touch up is completed, the retainer will be a fixed amount of 5% of invoice, up to \$750.00. Contractor reserves the right to charge up to 50% of Proposal Total if client cancels project within 25 days of scheduled project commencement. I agree that I may be billed as each line item is completed and each item may become their own respective invoice.

I understand that interest accrues on all past-due amounts at 24% per annum from invoice date, until paid in full; and may be billed collection fees of up to 40%, and Client agrees to pay all fees accrued by collection efforts. These terms apply to all amount(s) incurred by me and for whom I have committed management responsibility, regardless of timing. Total Proposal price includes one mobilization unless stated otherwise. Additional mobilizations may be billed up to \$3,500 per additional mobilization. This agreement provides Client written Notice of Right to Lien. Pricing does not include Bonding or prevailing wage/Davis Bacon Certification, unless stated otherwise. By signing this proposal (contract), I agree that Holbrook Asphalt Co. may not be held liable for delays, conditions, or Acts of God beyond their control, which situations may delay or cause cancelation partially or entirely on any project. Delays include project demand and material supply.

INSURANCE: These insurance limits are listed by Holbrook Asphalt to inform Client of such. Any premiums above the following to be paid by Client. This disclosure overrules any other contract language wherein Holbrook Asphalt agrees to differing limits. Certificates available upon request. **GENERAL LIABILITY:** \$1m (inc.), \$2m (agg.) **AUTO:** \$1m **UMBRELLA:** \$2m (inc.), \$2m (agg.) **PERSONAL INJ:** \$1m **WORKERS COMP:** \$1m (Ver.2018.3)

I have read and agree with these terms and conditions. I elect to proceed with the signed option below.

HAA240382 - 2020 High Density Mineral Bond - City of Florence

Signature _____ Print Name _____ Date _____

Holbrook Asphalt Co _____

2019 Anthem Units
103,039 SQUARE YARDS

Legend

-  Spirit (3,588 sq yards)
-  Unit 09 (19,387 sq yards)
-  Unit 17 (17,273 sq yards)
-  Unit 18 (13,739 sq yards)
-  Unit 22 (23,178 sq yards)
-  Unit 29 (11,725 sq yards)
-  Unit 54 (14,139 sq yards)









2019 Florence
HIGH DENSITY MINERAL BOND
Santa Cruz: 4,721 square yards

N-Idaho Ave

N-Florence Blvd

N-Santa-Cruz-Dr

California Blvd

E-Lancaster Cir

E-Pennsylvania Ave

Google earth

300 ft

**TOWN OF FLORENCE, ARIZONA
CONTRACT FOR COOPERATIVE USE OF CITY OF MESA, CONTRACT NO 2020007 TO
PROVIDE HA5 POLYMER MODIFIED ASPHALT PAVING.**

THIS CONTRACT (the "Contract") is made and entered into effective as of the 5th day of October, 2020 ("Effective Date"), by and between the Town of Florence, Arizona (the "Town"), and Holbrook Asphalt (the "Contractor") and together with the Contract Documents referred to and incorporated herein, is the "resultant contract" contemplated in City of Mesa Contract #2020007 to provide polymer modified asphalt paving. The Town and the Contractor are sometimes referred to in this Contract collectively as the "Parties" and each individually as a "Party".

- 1. SCOPE OF WORK:** The Contractor shall provide the Town all necessary labor, material, transportation services and equipment to provide polymer modified asphalt paving, per contract specifications described in the attached scope of materials and services set forth in **Exhibit "1"** (the "Goods" or "Services"). The Contractor shall provide the Goods in accordance with the schedule attached in **Exhibit "1"**, and the Contract Documents, including all exhibits to the Master Contract including but not limited to any Instructions, Standard Terms and Conditions, Special Terms and Conditions, Specifications, Scope of Work, Submittals and Attachments. Contractor agrees, at its own cost and expense, to do all of the work and furnish all of the equipment, personnel and materials necessary to provide in a good and substantial manner, and to the satisfaction of the Town, the Goods.
- 2. PRIORITY OF DOCUMENTS.** It is further expressly agreed by and between the Parties that should there be any conflict between the terms of this Contract, the Master Contract, or the Contractor's Proposal, then this Contract and the provisions of the Contract Documents shall control and nothing herein shall be considered as an acceptance of the terms of the said Proposal conflicting herewith or with the Master Contract, unless expressly stated herein.
- 3. INCORPORATION:** For and in consideration of this Contract and other good and valuable consideration, the Contractor agrees that the master cooperative solicitation/contract City of Mesa Contract #2020007 is in full force and effect, and all terms and conditions of the Master Contract are incorporated by reference into this Contract, creating an agreement identical in terms between the Town and Contractor. In the Master Contract, the terms: "City of Mesa", "Buyer" and "City" shall be deemed to be and refer to the Town of Florence; the terms: "Deputy Finance Director" shall be deemed to be and refer to the Town of Florence Town Manager; and the terms: "Assignee", "Offeror", "Contractor", "Seller", "Supplier", and "Vendor" shall be deemed to be and refer to the Contractor under this Contract.
- 4. CONTRACT DOCUMENTS:** This Contract consists of the following contract documents, which by reference are incorporated herein:
 - City of Mesa Contract #2020007
 - Sole Source
 - Exhibit #1 Holbrook Asphalt Scope of Work
 - Exhibit #2 Map – Anthem Units 9, 17, 18, 22, 29, 54 and a section of North Spirit Loop
 - Exhibit #3 Map - Sections of Orlando, Elizabeth, Keating, Celaya and Stewart Streets
 - Exhibit #4 Map - Section of West Butte Avenue
 - Exhibit #5 Map - Santa Cruz Drive in Florence Gardens
 - Contract between Holbrook and the Town of Florence

5. **CONTRACT PRICING:** Contract pricing shall be consistent with the Contract Documents and Contractor's Proposal and is listed in **Exhibit "1"** (Scope of Work) and shall not exceed \$293,466.89 (Proposal \$255,188.60 with a 15% contingency, \$38,278.29).
6. **TERM OF CONTRACT:** The term of this Contract shall be from the Effective Date through satisfactory completion of the Services or delivery of Goods and acceptance of the Services and/or Goods by the Town.
7. **COMPLIANCE WITH FEDERAL AND STATE LAWS.**
 - A. The Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.
 - B. Under the provisions of A. R. S. § 41-4401, Contractor hereby warrants to the Town that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A. R. S. § 23-214 (A) (hereinafter "Contractor Immigration Warranty").
 - C. A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the Town.
 - D. The Town retains the legal right to inspect the papers of any Contractor or Subcontractor's employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the Town in regard to any such inspections.
 - E. The Town may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the Town in regard to any random verification performed.
 - F. Neither the Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by section 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A. R. S. § 23-214, Subsection A.
 - G. The provisions of this Section must be included in any contract the Contractor enters into with any and all of its subcontractors who provide Services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.
8. **METHOD OF PAYMENT.** Method of payment shall be set forth in **Exhibit "1"**. If payment is to be made monthly, Contractor shall prepare monthly invoices and progress reports which clearly indicate the progress to date and the amount of compensation due by virtue of that progress. All invoices shall be for Services completed or Goods accepted by the Town.

- 9. TERMINATION.** Town, at any time and for any reason and without cause, may terminate, suspend or abandon any portion, or all, of this Contract at Town's convenience without penalty or recourse. Contractor shall receive payment for Services or Goods satisfactorily completed and accepted by Town, as determined by Town in its reasonable discretion, based on the Goods and/or Services requirements and schedule for payment.
- 10. INDEPENDENT CONTRACTOR.** It is understood that Contractor shall be an independent contractor with respect to Services and/or Goods provided under this Contract, and shall not be deemed to be a partner, employee, joint venture, agent, or to have any other legal relationship with Town.
- 11. NOTICES.** Any notice to be given under this Contract shall be in writing, shall be deemed to have been given when personally served or when mailed by certified or registered mail, addressed as follows: Town: Town of Florence, Town Clerk, 775 N. Main Street, PO Box 2670, Florence, AZ 85132; and Contractor: Holbrook Asphalt, Mark Beatty, 3806 S. 16th Street, Phoenix, AZ 85040.
- 12. INDEMNIFICATION.** To the fullest extent permitted by law, the Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the Town of Florence, its Mayor and Council members, its agents, officers, officials, representatives and employees, from and against all demands, claims proceedings, suits, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), and all claim adjustment and handling expenses, relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, Goods or Services of the Contractor, its agents, employees or any tier of Contractor's subcontractors related to the Goods or Services in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify Town of Florence, its Mayor and Council members, its agents, officers, officials, representatives and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use of resulting therefrom, caused by Contractor's acts, errors, mistakes, omissions, Goods, Services in the performance of this Contract including any employee of the Contractor, any tier of Contractor's subcontractors or any other person for whose acts, errors, mistakes, omissions, Goods, Services the Contractor may be legally liable. In consideration of the award of this Contract, the Contractor agrees to waive all rights of subrogation against the Town, its officers, officials, agents and employees for losses arising from the Goods or Services provided by the Contractor for the Town.
- 13. WARRANTY.** Contractor warrants that the Goods and Services will conform to the requirements of this Contract. Additionally, Contractor warrants that all Services will be performed in a good, workman-like and professional manner. The Town's acceptance of Goods or Services provided by Contractor shall not relieve Contractor from its obligations under this warranty. If any Goods or Services are of a substandard or unsatisfactory manner as determined by the Town, Contractor, at no additional charge to the Town, will provide Goods or redo such Services until they are in accordance with this Contract and to the Town's reasonable satisfaction. Unless otherwise agreed, Contractor, warrants that Goods will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year, unless otherwise specified, and will perform in accordance with manufacturer's published specifications.

14. PURCHASING POLICY. The Town of Florence Town Code and Purchasing Policy (the "Policy") govern this procurement and are incorporated as part of this Contract by this reference. Contractor agrees and warrants that it is in compliance with the Policy, including demonstrating its lawful presence in the United States.

15. GOVERNING LAW. This Contract shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the laws of the State of Arizona, without reference to choice of law or conflicts of laws principles thereof. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Contract shall be Pinal County, Arizona.

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

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

TOWN OF FLORENCE, A municipal corporation

By: _____
Tara Walter, Mayor

Date: _____

ATTEST:

Lisa Garcia, Town Clerk

Approved as to Form

Cliff Mattice, Town Attorney

CONTRACTOR

By: _____

Date: _____

Its: _____

MEMORANDUM

To: Mayor and Town Council
From: Brent Billingsley, Town Manager
Copy: Department Heads
Date: October 5, 2020
Re: Town Manager's Report



COVID-19 Update: To be provided at the meeting.

Community Vitality: Amid the COVID-19 epidemic and social distancing requirements a lot has changed worldwide. The Town of Florence has done its best to respond in a responsible but thoughtful way. Although programs and services have been impacted the Town has added additional opportunities to address the needs of our citizens.

Recent event update:

Library Division:

- Library patrons may request materials to be placed on hold. Patrons are called by Library staff once the requested materials are available. This service is available Monday through Friday from 9:00 a.m. to noon and 1:00 p.m. to 4:00 p.m. Materials are delivered curbside off of Main St. Requests are limited to 10 items and library cards must be in good standing before making the request. Requests for materials may also be made online through the library catalog via their website. Or, with the new Pinal County Library District (PCLD) app on your smart phone.
- Printer On service: This allows patrons to print directly to the Library's printer system by utilizing the "Printer On" app or website directly from home (website address is <https://bit.ly/38zBqxE>). Documents are available during curbside Library hours for pickup. The cost is 10 cents per page.
- Ask-a-Librarian service: Staff provides brief answers or suggested resources to a variety of questions. The purpose of the service is to guide the user to appropriate information sources or services that can answer their research questions. This service is available during curbside hours, by calling 520-868-8311, or by emailing library@florenceaz.gov
- Books on Wheels: Users of the Congregate Meal program or Homebound Meal services through the Senior Center can now receive Library materials through this unique partnership at no additional cost to the Town.
- Tutor On-Demand: This program is up and moving and for those interested please reach out to the Library.

- Copy Services: Patrons may request copies made during curbside hours. Prices are 10 cents for single-sided, black and white copy and \$1 for single-sided Color copy.

Senior Center:

- Meals - Pick-up meals are available to Senior Center Patrons from 11:30 a.m. until noon, Monday through Friday for those who call the center prior to Tuesday of the previous week.
- Home-bound Meals - Seniors may qualify for lunch meals delivered by calling the senior center for details.
- Shopping for Seniors - Senior Center staff shops for groceries at Coolidge Walmart, Safeway Anthem, Dollar General Store. Staff also picks up prescriptions at Walmart, Sun Life and Safeway Pharmacies. Those seniors who wish to be placed on this list just need to call the center.
- Telephone Reassurance Program - Seniors are contacted daily with a well-check phone call.
- Resources Information - Seniors may call the center and receive assistance with a variety of questions and issues. Staff also offers recommendations to other available resources.
- Staying Connected - Staff offers a variety of challenging daily activities (on paper) for seniors. Challenges are completed, returned to senior center staff for review. Small prizes are awarded for winner of completions.
- Give-A-Lift Program - While medical rides are limited at this time (absence of volunteers in the center), all ride requests are evaluated and offered on a case-by-case basis.
- Books on Wheels – In collaboration with the Library seniors can have media materials delivered to them.
- Zoom Phone-In Bingo – Nothing like bingo and the Senior staff is getting creative.
- Beat the Heat in the Park - Same as the Rec. division's *Yoga in the Park*, but with seniors. The idea of getting the older population out and active.
- Biscuits & Gravy began two Wednesday in the AM and is a program geared towards raising funds for the Senior Center's meal program.
- Friday Food Distribution is a partnership between the Police Dept. and Senior Center to handout food boxes to seniors without transportation or who are unable to attend the event in the park. Takes place the last Friday of each month.

Recreation Division:

- Take and Make Kits - Contain various arts and crafts supplies for hours of enjoyment and artistic creativity. Different kits are available for curbside pickup every Friday from 8:30 a.m. to 4:00 p.m. Participants register through the Town web site. Fees vary according to that week's theme.
- Rec on the Go - An assortment of sports equipment designed to keep citizens active during COVID-19. People call to request which item or items they wish to borrow. Items available include tennis rackets, horseshoes, pickle ball paddle, basketballs, footballs, soccer balls and more. Equipment is available in two-hour increments, Monday through Friday from 9:00 a.m. to 4:00 p.m.
- Durable Medical Equip. – Continues to be a success with many donations and equipment checkouts.
- Over the Line – Tournament at Heritage Park with COVID-19 safety practices in place. Teams of three play each other at designated times to avoid gatherings. Winners get tee-shirts COVID RECKers.
- Yoga in the Park – To get community members out and active Padilla Park will host *Yoga in the Park*. Staff will distance participants at least 6 ft. a part and instructors will ensure that all are wearing masks to and from class as well as temperature checks and health screenings. All classes reached capacity.
- Sand Volleyball – Teams of two will compete at Heritage Park. Again, focused on getting the community out and active with COVID-19 safety practices in place.
- Historic Tour – The Rec. team re-released the Town's historic video tour for community members to walk and see the sites.
- Alphabet Hide-and-Go Seek – Letter and number tags are hidden around the community that provide an experience for participants to decode the hidden message. Geared toward the younger population and families.
- Downtown Kiosk is being updated and it will showcase all of the projects completed by the Town within the Downtown area, Movies filmed in Florence, thank you to flower box participants and the Shop Local campaign
- Take-a Hike Challenge - Participants must complete ten hiking trails in the area. All who participate get a tee-shirt.
- Trick or Treat Down Main Street Drive-Through – This year the Rec. Division has creatively amended the Town's typical Halloween to safeguard the community. Participants are encouraged to decorate their vehicles, themselves and participate in a drive-through event. Candy donations must be submitted at least three days in advance and will be pre-bagged. All trunk or treat participants must wear gloves, masks and be temperature checked prior to handing out any pre-bagged candies.

- A Drive-in Movie was shown “Hocus Pocus” on Saturday (October 3rd) at the Community Services Building parking lot.

Parks Maintenance

- The Parks. Maintenance division began re-seeding select greenspace areas around Florence this past week. The Bark Park and Main St. Park needed additional work and have been closed. They will re-open by the end of October.
- Two trees have been re-placed at Heritage Park and additional plants have been ordered for the Community Services and Town Hall facilities.

Economic Prosperity: I was informed on 9/20/2020 that the North Unit of the Arizona State Prison Complex is now closed and has no Inmates housed there. The North Unit has a capacity of 996 inmates. The Arizona State Prison Complex – Florence is down to a population of 2,510. This complex includes the historic prison buildings as well as the North Unit, South Unit, and East Unit.

As of the date of the Governor’s announcement for the closure of the ASPC-Florence complex in January, there were 3,589 inmates in the complex. As of 9/29/2020, there are only 2,510 (-30.1%, but -9.7% over the last month). Staff are monitoring these numbers daily and have noted the continued downward trend.

On a positive note, the Pinal County Unemployment Rate dropped from 10.9% in July to 5.9% in August. It is believed that this is probably the single largest decline in our County History.

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:

- Regional Transportation Plan Update
- Major General Plan Amendment (Grinders Sports)
- Spirit Loop Ach Culvert 4.1 acceptance
- Felix Road acceptance
- Redevelopment Plan Update
- Town Fee Schedule Update
- General Plan Working Paper Number 1
- Town Purchasing Code Update
- T-Mobile License Agreement
- Zayo License Agreement

Partnerships and Relationships:

In partnership with Pinal County and Paradigm Laboratories, free COVID-19 testing is being offered on Mondays and Wednesdays in Florence, at the Florence Community

Center. Testing on Tuesdays in Florence is prioritized for Law Enforcement, Correctional Officers, EMS/Fire and Healthcare workers.

Testing is via the Nasopharyngeal swab method for ages 5 years and up, and results are expected within 48 hours.

Transportation and Infrastructure: The Public Works Department has several projects ongoing but four are of particular interest.

1. Florence ECO Station
 - Site plan under development.
 - Design Charette to be scheduled
2. State Route 79B/287 Roundabout Project
 - Stage III Design (60% Plans)
 - Property appraisals underway
 - Historic Properties Treatment Plan submitted
3. State Route 79/Gila River Bridge
 - Under design
 - Construction funding moved to 2023
 - Sewer Force Main Cost Estimate under review
4. SMART Water Meter Installation
 - 1,552 meters installed
 - LoRaWAN Network Working Well
 - Data Transfer to Water Smart

Upcoming Events/Meetings/Forums:

Date	Time	Event	Host	Venue
Ends Oct. 9	Evening (Nightly Tues. – Thur.)	Sand Volleyball	Rec. Division	Heritage Park
Continuous	Evenings (Nightly Tues – Thur.)	Over the Line	Rec. Division	Heritage Park
Continuous	Evenings (Mon. & Wed.)	Yoga in The Park	Rec. Division	Padilla Park
Continuous	Daily	Books on Wheels	Library Division	Library
Oct. 9	6:00 PM	C.S. Advisory Meeting	C.S. Dept.	C.S. Building
Oct. 3	6:00 PM Start	Drive-in Movie	Rec. Division	CS Parking Lot
Oct. 31	6:00 PM – 8:00 PM	Drive-Through Halloween	Rec. Division	Main St.
Each Wed.	7:00 AM	Biscuits & Gravy	Senior Division	Senior Center

Economic Outlook:

Statewide:

The impacts from the COVID-19 Pandemic are still being assessed, but the latest numbers were **AGAIN** way better than the State was projecting. Overall, August Sales Tax

collections (which represent July sales activity) grew by 9.9% above August 2019 and were \$54.3 million above the forecast. The state's Fiscal Year 2020 ended on June 30th. After reviewing complete FY 2020 revenue data, the state's General Accounting Office is currently reporting the FY 2020 ending balance to be **\$373 million**. While unanticipated during a pandemic, an addition of this size to the fund balance will enable Arizona to return to new economic heights quicker. This is a very good thing for our state.

Despite the pandemic, August 2020 Sales and Use Tax revenues came in 9.9% higher than last August. Contracting continues to see dramatic increases, as it was up 21.2% over last year. The only segment that seems to be struggling is Restaurant & Bars, which was 14.3% less than last July.

	<u>Aug</u>	<u>YTD</u>
Retail	7.8%	10.7%
Contracting	21.2%	23.2%
Use	5.6%	7.7%
Restaurant & Bar	(14.3)%	(12.7)%
Utilities	5.9%	6.6%

Highway User Revenue Fund (HURF) collections of \$137.5 million in August were 19.4% ABOVE the amount collected in August 2019 and \$38.0 million above forecast. Given less commuting, due to increased work-from-home arrangements across public and private sector employment, this boost is a welcomed and surprising increase. Year-to-date HURF collection are 8.1% more than last year, and \$61.5 million above the forecast.

In July, Arizona's 12-month total of single-family building permits was 35,747, or 2.7% more than last month, but 12.9% more than a year ago. For Florence, the 12-month period ending on July 31st saw an increase of **73.5%** in number of single-family building permits over the same period last year. In July, Florence issued 49 SFR permits, and is continuing at a pace well ahead of the Arizona and Pinal County economy. Valuations for these permits are at or near record levels. While we budgeted for a decline in building in FY21, early signs show that the building is outpacing these conservative projections.

Arizona's correctional industry decreased in inmate population in August, with the continued closure and delay of new court proceedings. The state saw a (-0.5)% decrease this month, and a (-7.8)% decrease since the end of last July. This lower inmate population will affect Florence's state shared revenues in the future.

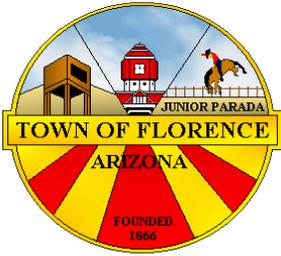
Current Advertisements:

The following Requests for Proposals/Qualification are currently Open:

1. None Currently

The following Requests for Proposals/Qualifications are Under Review:

1. None Currently



TOWN OF FLORENCE

Community Development
224 W. 20th Street
Florence, AZ 85132

SUBMITTED DATE: September 28, 2020

MEETING DATE: October 5, 2020

STAFF PRESENTER: Larry Harmer, (Acting) Community Development Dir.

SUBJECT: Community Development Report
August 2020

Building Safety Division

- A. Permits for August 2020
 - a. New Single Family 76 (268 Year-to-Date: 35% increase from 2019)
 - b. Manufactured Homes 1
 - c. Commercial/Office/TI's 4
 - d. Misc. 38
 - Total 119**
- B. Total Single-Family Residential valuation for August: \$20,492,808.46
- C. Total Permit valuation for August: \$21,453,975.15
- D. Current Builders:
 - a. Pulte and DR Horton in Anthem at Merrill Ranch
 - b. Wade Journey Homes in Villa Adelaida
 - c. Private custom

We are pleased to inform the Town Council and public that we are now accepting on-line submittals for plan review and permits. In addition, we are transitioning to electronic plan review. This will allow an applicator to submit electronically and receive plan review comments in the same manner. This is a significant advancement for a community the size of Florence and is exemplary of our continued efforts to improve customer service.

Code Compliance Division

- A. Compliance Notices Issued August 15 – September 15, 2020
 - a. Written 4
 - b. Mitigated/Compliance 14
 - c. On-going 24
 - d. On-going older cases 11
 - e. Referred to Town Attorney 6

Types of Notices: weeds, abandoned vehicles, illegally parked vehicles, motor homes and trailers, illegal campsites, general property maintenance

RAD Service Orders:

Town of Florence had 23 Bulk trash pickups
Florence Gardens has 9 Bulk trash pickups
Anthem had 55 bulk trash pickups

Cemetery:

Inquiries: 5
Burials: 5
Spaces Sold: 9

Planning and Zoning Division

- A. Planning and Zoning Commission
 - a. P/Z held a Public Hearing to receive testimony regarding the application for a Major General Plan amendment requested by Grinders Sports Group, Inc. on August 20, 2020. A second hearing is scheduled for September 3, 2020. After the 2nd hearing, the Commission may recommend approval or denial of the application to the Town Council.
- B. Historic Preservation Advisory Commission
 - a. HDAC has not met since COVID-19 precautions have been put in place. There have been no applicant-driven requests received. Staff has been working on updates to the Historic Property Inventory with the State Historic Preservation Office. The final report on the Certified Local Government grant was submitted in August. We are current waiting for SHPO's review of the final report.

C. Special Projects

a. Redevelopment Plan Update:

The Town's consultant is almost complete with the draft Land Use Plan and written document. Staff has reviewed the preliminary interactive web-based interactive document that will ultimately be placed on the Town's website. We are in a position to initiate the final public meetings and hearings in the near future once Covid-19 precautions are relaxed ... or we may look into conducting some form of on-line interactive public process.

b. General Plan Update:

The Town's consultant, Michael Baker International, is proceeding with the preliminary work necessary to initiate presentations and community meetings that will be held once we are back to a "normal" existence. In the meantime, staff working with the consultant to consider an on-line process to solicit input from the public regarding the review of General Plan information and general questionnaire.

D. Major General Plan Amendment:

We have received an application for a Major General Plan Amendment application for properties in the vicinity of Judd and Felix Roads. Staff prepared the 60-Day Review documents as prescribed by Arizona Statutes and distribute them for external agency comments. Minimal comments have been received. The Town Council was introduced to the application at their June 15, 2020 meeting and authorized the Town manager to begin Development Agreement discussions. Staff is also working with the applicant in anticipation of applications for annexation. The first Public Hearing scheduled for the Planning and Zoning Commission was held on August 20, 2020. The second Public Hearing is scheduled for September 3.

Memorandum



To: Brent Billingsley, Town Manager
From: Hezekiah Allen, Community Services Director
Date: September 1, 2020
Re: September 2020 Department Report

Director's Report

Project Updates

- Poston Butte Preserve – Council authorized the PA and HPTP to be signed, and it was sent to BLM. The lease agreement has been reviewed by the Town Manager/Town Attorney and will be going to Council for consideration in October. J2 presented the current 60% design to Council and staff notated the comments received and will be meeting to discuss.

Heritage Park

- Wood Fiber has been installed at both play structures.
- CARUSO TURLEY SCOTT STRUCTURAL ENGINEERS submitted their repair design, the staff has submitted to Planning Development and received a permit to proceed with repairs.
- Parks M. removed two dead trees due to the heat and drip system issues. Staff will be planting saplings in their place and have repaired the drip system.

Charles Whitlow Rodeo Grounds

- The Posse began cleaning-up the grounds the week of the 8th, and Parks M., Public Works, and Posse members continued the clean-up on the 14th of Sept.
- Staff is working with Development Services and the Posse on a solution within the budget for the electrical code issues at both structures.

Special Events

- Staff is moving forward on an innovative Drive-Through trick or treat program for Halloween. It will allow families to drive through Downtown receive candy from merchants and decorate their vehicles.
- Staff will be starting up the Drive-In Movies first showing is Oct. 3 (Hocus Pocus)
- The Posse was given the go-ahead on the Junior Parada (Rodeo) on an at-risk basis in case we see a rise in COVID-19 cases.

Community Services Board

- The first meeting is scheduled for Thursday, Oct. 8.

Program Updates

- The Tutor on Demand program is live!
- Both the Home Improvement Meal Program (\$600 Raised) and the 9/11 Public Safety Meal Program at the Senior Center were a success.

Downtown

- Staff reached out to Cathy Adams with the Museum to coordinate their request for the Kiosk Downtown.

Facilities: The Fitness Center is working with IT to convert to a 24-7 operation. Staff is also working with Facilities to freshen up space. The tentative plan is to open to the public in 2 months, providing case levels stay within reason.

Continued Ed/Networking – APRA Director Round Table hosted Bob Brosheid (AZ State Parks Director). He updated the group on LWCF Grants. In years past, the program has distributed upwards of \$4 million annually, and with the new legislation, this number will jump to \$6-8 Million.

August 2020

Parks and Recreation Division Report Recreation/Aquatics/Special Events Programs

Recreation Programs	Participants	Revenue	Notes
Take and Make Activities	31	\$144	
Take a Hike Challenge	27	\$330	
Beat the Heat Dance Workout	9		Free
Yoga in the Park	9	\$360	Body Awareness
Yoga in the Park	18	\$400	Slow Flow
OTL League	1	\$75	
2 on 2 Sand Volleyball	2	\$150	

Senior Division Report Dorothy Nolan Senior Center

Activity	Monthly Total
Sunlife Pharmacy performed by staff	1
Safeway Anthem Shopping performed by staff	2
Striving to Keep Seniors Connected	114
Exercise with Rhoda- contactless	90
Healthy Eating by Lou-contact less	33
Congregate Meal Delivery (due to COVID 19)	444
Home Delivered meals	388
Delivered Food Boxes to vulnerable seniors	10
Telephone Reassurance Calls (daily calls to vulnerable seniors)	320
Friday's hot meal provided by staff	68
New Member	01
Library Books (Deliver & Pick-up)	06

Accomplishments: Due to COVID-19 all activities are still suspended.

We delivered **444** meals to our local senior citizen, and **388** home-delivered meals to homebound seniors for a total August delivery of **832** meals.

We traveled **406** miles, in combination with our **514** trips

The Give-A-Lift program provided **4** clients with Priority medical transportation resulting in **37** trips, **26.25** hours, and **435** additional transportation miles. **3** staff assisted in providing these medical transportation rides when needed.

Staff currently shops for groceries and medication for as needed.

We continue striving to keep seniors connected with daily puzzles, seek, and find pictures, cards etc. They enjoy doing the quizzes/ games we send out and enjoy the participation prize they receive. We will be starting virtual BINGO and Jeopardy in September.

Library Division Report Florence Community Library

August Statistics

- 3,201 total items were circulated in August.
- 19 library cards were issued.
- 223 wireless sessions were held.

New Services Statistics

- 759 total items were placed on hold in August.
- 224 patrons picked up items utilizing Curbside Pick Up
- 9 patrons printed and collected print jobs utilizing Printer On services
- 1 patron/s requested copy services utilizing the library copy machine
- 392 approximate incoming calls were received by library staff in August
- 3 patrons utilized Book on Wheels
- 61 views of Virtual Fall Storytime via the Florence Library and Community Center Facebook page

August Activities

*Library remained closed due to COVID-19.

8/13/2020 Library Manager Gloria Moreno participated in the final "Be a Great Boss," professional development webinar provided by the State Library.

8/14/2020 Library Manager Gloria Moreno attended a webinar meeting of the Pinal County Library District.

8/20/2020 Library Manager Gloria Moreno, Librarian Kaytlin Nolan, and Library Assistant Nicole Hernandez participated in, "Self-Care and Collaboration," a professional development webinar provided by the State Library.

**FLORENCE MUNICIPAL COURT MONTHLY REVENUE
FOR THE MONTH OF: AUGUST, 2020**

<u>No</u>	<u>Distribution Type</u>	<u>Account #</u>	<u>Amount</u>
801	<i>Fines, Fees & Traffic School</i>	<i>010-340-575</i>	\$ 15,383.70
802	<i>Restitution</i>	<i>010-260-000</i>	
803	Justice Court Fee	010-203-000	\$ 57.06
804	<i>General Fund</i>	<i>010-340-499</i>	\$ 50.90
805	State Surcharges	010-204-000	\$ 9,584.85
806	PCSO Fund	010-203-100	
807	<i>Bonds</i>	<i>010-206-000</i>	\$ 2,240.00
808	State Fines	010-250-038	\$ 2,967.43
809	State JCEF	010-202-000	\$ 412.87
810	<i>Over Payment Refund</i>	<i>010-206-100</i>	\$ 74.50
811	<i>Florence Police Fund</i>	<i>010-338-486</i>	\$ 936.54
812	<i>Local JCEF</i>	<i>532-350-573</i>	\$ 222.31
813	<i>Jail Housing Fees</i>	<i>010-340-489</i>	\$ 3,125.30
814	Domestic Violence Assessment	010-340-576	
816	<i>Public Defender Fee</i>	<i>010-340-578</i>	\$ 115.24
819	ZFAR1	010-202-500	\$ 1,940.75
820	ZFAR2	010-202-501	\$ 448.23
823	DPS	010-203-300	\$0.42
824	Victims Rights Enforcement	010-209-000	\$ 492.21
821	Tribal	010-203-200	

COUNTY REVENUE (JP FEE)	\$	57.06
PCSO REVENUE	\$	-
STATE REVENUE	\$	15,846.34
TOWN REVENUE	\$	19,908.49
<i>RESTITUTION AND BONDS</i>	\$	2,240.00
<i>LESS BOND TRANSFER</i>		
TRIBAL REVENUE	\$	-
VARIOUS PD AGENCIES		\$0.42
<u>TOTAL MONTHLY REVENUE:</u>	\$	<u>38,052.31</u>

Finance: _____

Court: _____

Memo

To: Honorable Mayor and Town Council
Brent Billingsly, Town Manager
Lisa Garcia, Deputy Town Manager

From: Becki Jimenez, Finance Director

Date: September 19, 2020

Re: Finance Department Report

Finance Department Update

Budget

We will be starting on the new budget for Fiscal Year 21-22 in late October.

Finance Reports

The financial information presented in our report is for monies received for the new fiscal year. We are at least 30 days behind in some revenues

Town of Florence Cash Accounts

**Town of Florence
Cash Accounts
August 30,2020**

Cash in Bank-Operating	\$	5,775,029
Cash in Bank-Debit/Credit Cards	\$	86,471
LGIP 7256	\$	9,404
LGIP 5953	\$	271,815
PFM Investment Account	\$	64,737,698
Police Evidence	\$	21,215
Total Cash	\$	70,901,632

Audit

We are currently well underway in our audit of 2019-2020 for the Town of Florence and the Community Facilities Districts. The field audit started four weeks ago.

We are at the final completion date for supplying and verifying information. The CAFR will have to be updated and new schedules put in after the audit is complete.

We will also be having a Single Audit this year. That is funds spent in excess of \$750,000.

CARES Grant

We are abiding by the terms and purpose of the Grant. Police and Fire expense are being moved into the grant fund every month until the funds are exhausted. We moved two months prior to fiscal year ending and have moved two months into this year. This will free up budget in the General Fund to provide funding for the Florence Returning Stronger Grant. We have set up a department within the General Fund to distribute the funds and have moved \$250,000 each from Police and Fire Salaries and wages to fund the program.

Current remaining balance in the Grant Fund is \$1,053,646 at the end of August.

Future Projects

We are working on updating the Fee Schedule. All updates have been submitted and will be compiled and reviewed. The results will be presented to the Town Council for review and consideration in the following months.

We have completed the Travel Policy and it is in committee.

We have completed our final review of the Purchasing Policy and it is in final formatting.

We have completed our recommendations on the Uniform Policy, and it is in review.

We have completed our recommendations on the Fiscal Policy and sent for review.

Memorandum

Date:

To: Brent Billingsley, Town Manager
Lisa Garcia, Deputy Town Manager

From: Becki Jimenez, Finance Director

Subject: Departmental Report - August 2020

The month of August represents 17% of the fiscal year. The following chart compares the FY 2020-2021 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		Revenue Budget FY 20-21	% Actual to Budget	Year to Date Expense		% Actual to Budget
	Actual 20-21	FY			Actual FY 20-21	Expense Budget FY 20-21	
General	\$2,529,311		\$21,455,250	11.79%	\$1,146,341	\$17,075,185	6.71%
Capital Improvement	-\$10,852		\$1,617,800	-0.67%	\$77,358	\$3,814,615	2.03%
Highway Users Tax	\$370,013		\$3,839,169	9.64%	\$757,738	\$6,647,479	11.40%
Construction Tax - 4%	-\$5,144		\$420,000	-1.22%	\$0	\$150,000	0.00%
Town Water	\$621,343		\$4,384,400	14.17%	\$701,252	\$5,362,876	13.08%
Town Sewer	\$549,527		\$4,423,000	12.42%	\$607,970	\$6,575,211	9.25%
Sanitation	\$162,697		\$1,017,589	15.99%	\$178,235	\$1,367,938	13.03%
Total	\$4,216,895		\$37,157,208	11.35%	\$3,468,893	\$40,993,304	8.46%

General Fund Revenue	YTD Amount	Budget	% to Budget
Taxes	\$ 549,660.84	\$ 3,436,611	16.0%
licenses and permits	\$ 760.00	\$ 52,500	1.4%
Franchise Fees and Taxes	\$ 321.96	\$ 712,500	0.0%
Intergovernmental	\$ 1,459,134.16	\$ 8,158,311	17.9%
Civil Engineering Inspection	\$ 387.80	\$ 104,000	0.4%
Civil Engineering Fees	\$ 5,965.00	\$ 76,025	7.8%
Community Development	\$ 322,690.28	\$ 614,939	52.5%
General Government	\$ 30,629.17	\$ 261,200	11.7%
Cemetery	\$ 1,600.00	\$ 15,000	10.7%
Police	\$ 2,922.88	\$ 29,850	9.8%
Parks & Recreation	\$ 2,076.00	\$ 112,375	1.8%
Fines & Forfeitures	\$ 33,601.02	\$ 181,600	18.5%
Investment Earnings	\$ 4,369.79	\$ 220,000	2.0%
Fire	\$ 11,287.31	\$ 92,500	12.2%
Library	\$ 84.64	\$ 5,500	1.5%
Miscellaneous	\$ 1,708.49	\$ 136,215	1.3%
Downtown Redevelopment	\$ -	\$ 2,400	0.0%
Government Access Channel	\$ -	\$ 3,000	0.0%
Seniors	\$ 252.00	\$ 18,400	1.4%
Transfers In	\$ 101,860.00	\$ 7,222,324	1.4%
Total	\$ 2,529,311.34	\$ 21,455,250	11.8%

**General Fund Expenditures
Administration**

Mayor and Council	\$ 46,794.34	\$ 278,735	16.8%
Administration	\$ 73,036.28	\$ 789,172	9.3%
Town Clerk	\$ 53,142.14	\$ 349,698	15.2%
Courts	\$ 23,151.51	\$ 241,400	9.6%
Legal	\$ 46,523.95	\$ 803,425	5.8%
Finance	\$ 101,878.48	\$ 742,725	13.7%
Human Resources	\$ 38,957.43	\$ 265,960	14.6%
Information Technology	\$ 116,690.62	\$ 727,085	16.0%
General Government	\$ 86,368.66	\$ 887,100	9.7%
Returning Stronger Grant	\$ -	\$ 500,000	0.0%
Emergency Response	\$ 5,513.79	\$ 104,600	5.3%
Public Safety			
Police Services	\$ 65,699.83	\$ 4,018,545	1.6%
Fire Services	\$ 69,638.62	\$ 3,309,799	2.1%
Community Services			
Community Services	\$ 241,025.47	\$ 2,559,862	9.4%
Community Development			
Community Development	\$ 116,163.50	\$ 837,684	13.9%
Engineering	\$ 5,848.26	\$ 88,590	6.6%
Facilities Maintenance	\$ 53,852.04	\$ 559,905	9.6%
Cemetery	\$ 2,055.65	\$ 10,900	18.9%
Interfund Transfers			
Transfers Out			0.0%
Total Expenditures	\$ 1,146,340.57	\$ 17,075,185	6.7%

Development Impact Fee Report

Development Impact Fees	Revenue	Use	Cash Balance
Transportation	\$ 100,355.00	\$ -	\$ 1,650,526.74
Police	\$ 92,791.56	\$ -	\$ 1,304,127.16
Fire	\$ 118,341.41	\$ -	\$ 1,011,886.25
Parks	\$ 240,967.40	\$ -	\$ 1,018,516.03
Library	\$ (177.08)	\$ -	\$ 139,267.54
Water	\$ 6,321.72	\$ -	\$ 73,397.67
Wastewater	\$ 14,158.96	\$ -	\$ 233,959.13
Total Development Impact Fees	\$ 572,758.97	\$ -	\$ 5,431,680.52

Fire Department

MEMORANDUM

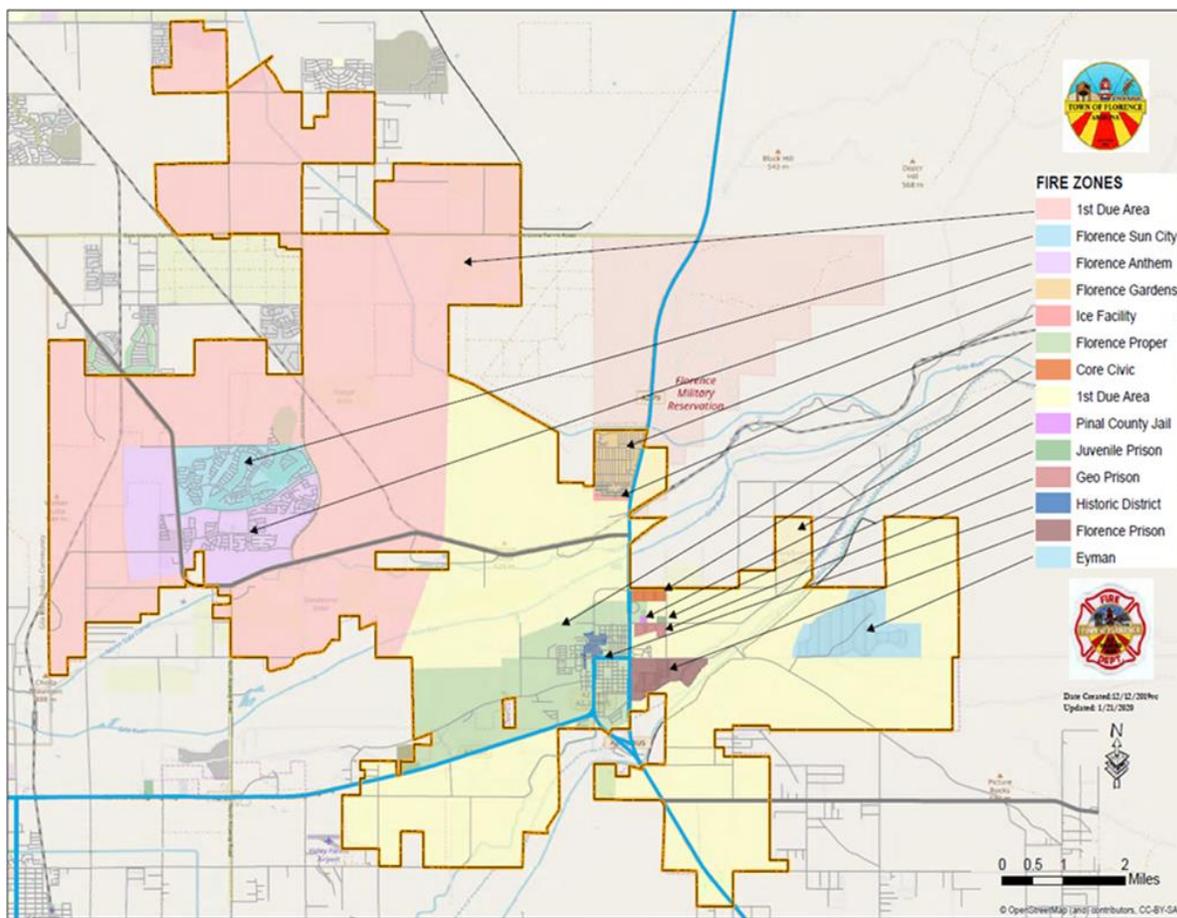
DATE: September 14, 2020

TO: Brent Billingsley, Town Manager

FROM: David Strayer, Fire Chief

SUBJ: Summary of August 2020

Florence Fire Department Fire Response Zones



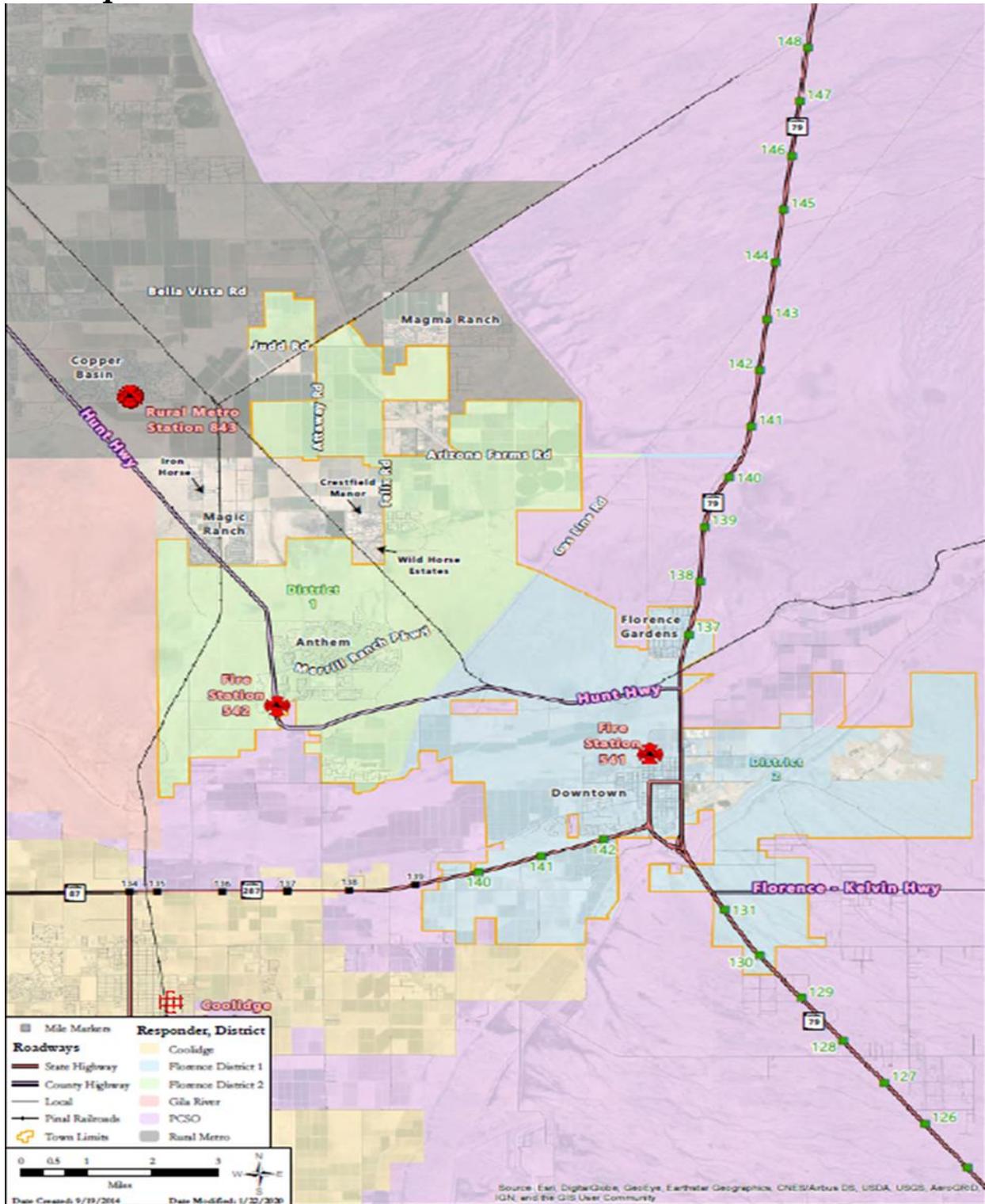
YTD Code 3 Engine & Ladder Average Performance by Shift

Shift	PSAP Average	Turnout Average	Travel Time Average	Total Response Average	Incidents
A-Shift	0:01:14	0:01:52	0:09:04	0:06:56	797
B-Shift	0:01:04	0:01:55	0:05:47	0:07:36	921
C-Shift	0:01:21	0:01:39	0:06:06	0:07:16	898

FFD YTD Incident Totals by Zone

Zone	Zone Description	Percent Incidents	Zone Average Response Time	Total Incidents
541	541 1st Due Outside Special Zone	10.91%	0:06:21	186
542	542 1st Due Outside Special Zone	2.11%	0:09:12	36
FA	Florence Anthem	15.31%	0:06:10	261
FCFC	Florence Core Civic Correctional Facility	3.28%	0:05:27	56
FCFE	Eyman Correctional Facility	5.81%	0:13:05	99
FCFF	Florence Prison	4.46%	0:06:11	76
FCFI	Florence Ice Correctional Facility	1.94%	0:06:04	33
FCFJ	Florence Juvenile Correctional Facility	1.11%	0:05:09	19
FCFPJ	Pinal County Correctional Facility	0.76%	0:04:31	13
FG	Florence Gardens	10.15%	0:07:49	173
FGP	Florence Geo Correctional Facility	3.58%	0:07:10	61
FHD	Florence Historic District	2.29%	0:04:21	39
FLOFD	Uncovered County Area	1.99%	0:12:55	34
FP	Florence Proper	28.56%	0:05:05	487
FSC	Florence Sun City	7.74%	0:07:23	132
				Total: 1,705

Response District Boundaries and Fire Station Locations



This map is intended for reference purposes only and is to be used at your own risk. The Town of Florence makes no warranty, expressed or implied, of the accuracy or completeness of the information contained in this map and assumes no liability for any errors, omissions, or damages, including those caused by its use. It is the user's responsibility to verify all information contained herein. 1/22/2020

Fire Department Response Areas



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



FFD Monthly Report

FFD YTD Incident Summary Report 1

This report contains a snap shot of the previous days incident types.

Incident Type	Total Incidents	Total Percent of Incidents	Total Property Loss	Total Content Loss	Total Loss	Total Loss Percent of Total
Incident Type: (None)						
	15	0.88%				
UUU - Undetermined	2	0.11%				
	Total: 17	Total: 0.97%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type: 1 - Fire						
1111 - Working Fire	2	0.11%	97807.00	73355.00	171162.00	48.08%
1115 - Structure Fire (Outside City Limits)	1	0.06%				
1117 - Garage Fire	2	0.11%	78225.00	78550.00	156775.00	42.21%
113 - Cooking fire, confined to container	6	0.34%	100.00	300.00	400.00	0.11%
118 - Trash or rubbish fire, contained	6	0.34%	1000.00	1000.00	2000.00	0.54%
131 - Passenger vehicle fire	4	0.23%	28000.00	750.00	28750.00	7.74%
134 - Water vehicle fire	1	0.06%	9500.00	200.00	9700.00	2.61%
140 - Natural vegetation fire, other	3	0.17%				
1412 - Wildland Fire Outside City Limits	3	0.17%				
142 - Brush or brush-and-grass mixture fire	11	0.63%	0.00	0.00	0.00	0.00%
143 - Grass fire	1	0.06%	0.00	0.00	0.00	0.00%
150 - Outside rubbish fire, other	1	0.06%				
151 - Outside rubbish, trash or waste fire	5	0.29%	1600.00	0.00	1600.00	0.43%
154 - Dumpster or other outside trash receptacle fire	1	0.06%	750.00		750.00	0.20%
162 - Outside equipment fire	1	0.06%				
	Total: 48	Total: 2.75%	Total: 216982.00	Total: 154155.00	Total: 371137.00	Total: 99.92%
Incident Type: 3 - Rescue & Emergency Medical Service Incident						
311 - Medical assist, assist EMS crew	10	0.57%				
321 - EMS call, excluding vehicle accident with injury	1,144	65.45%				
3211 - EMS call	26	1.49%				
3216 - Gun Shot Wound (GSW)	1	0.06%				
3221 - 962	19	1.09%				
3223 - 962 Outside City Limits	4	0.23%				
323 - Motor vehicle/pedestrian accident (MV Ped)	6	0.34%				
324 - Motor vehicle accident with no injuries.	13	0.74%				
352 - Extrication of victim(s) from vehicle	1	0.06%				
3521 - 962 Extrication	1	0.06%				
353 - Removal of victim(s) from stalled elevator	1	0.06%				
372 - Trapped by power lines	1	0.06%				
	Total: 1,227	Total: 70.19%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type: 4 - Hazardous Condition (No Fire)						
400 - Hazardous condition, other	1	0.06%				
412 - Gas leak (natural gas or LPG)	5	0.29%				
413 - Oil or other combustible liquid spill	1	0.06%				
424 - Carbon monoxide incident	2	0.11%				
440 - Electrical wiring/equipment	1	0.06%				

Incident Type	Total Incidents	Total Percent of Incidents	Total Property Loss	Total Content Loss	Total Loss	Total Loss Percent of Total
problem, other						
444 - Power line down	1	0.06%				
	Total: 11	Total: 0.63%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type: 5 - Service Call						
500 - Service call, other	1	0.08%				
510 - Person in distress, other	4	0.23%				
520 - Water problem, other	1	0.08%				
522 - Water or steam leak	1	0.08%				
531 - Smoke or odor removal	1	0.08%		300.00	300.00	0.08%
541 - Animal problem	39	2.23%				
5411 - Snake Removal	27	1.54%				
5412 - Bee Assignment	2	0.11%				
550 - Public service assistance, other	136	7.78%				
551 - Assist police or other governmental agency	22	1.28%				
553 - Public service	2	0.11%				
554 - Assist invalid	26	1.49%				
561 - Unauthorized burning	1	0.06%				
571 - Cover assignment, standby, moveup	34	1.95%				
	Total: 297	Total: 16.99%	Total: 0.00	Total: 300.00	Total: 300.00	Total: 0.08%
Incident Type: 6 - Good Intent Call						
600 - Good intent call, other	5	0.20%				
611 - Dispatched and cancelled en route	46	2.63%				
6111 - Dispatched and cancelled on scene	31	1.77%				
622 - No incident found on arrival at dispatch address	2	0.11%				
651 - Smoke scare, odor of smoke	6	0.34%				
661 - EMS call, party transported by non-fire agency	3	0.17%				
671 - HazMat release investigation w/no HazMat	4	0.23%				
	Total: 97	Total: 5.55%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type: 7 - False Alarm & False Call						
700 - False alarm or false call, other	6	0.34%				
730 - System malfunction, other	1	0.06%				
733 - Smoke detector activation due to malfunction	3	0.17%				
735 - Alarm system sounded due to malfunction	2	0.11%				
736 - CO detector activation due to malfunction	2	0.11%				
740 - Unintentional transmission of alarm, other	1	0.06%				
745 - Alarm system activation, no fire - unintentional	30	1.72%				
746 - Carbon monoxide detector activation, no CO	3	0.17%				
	Total: 48	Total: 2.75%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type: 9 - Special Incident Type						
900 - Special type of incident, other	2	0.11%				
911 - Citizen complaint	1	0.06%				
	Total: 3	Total: 0.17%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
	Total: 1,748	Total: 100.00%	Total: 216982.00	Total: 154455.00	Total: 371437.00	Total: 100.00%

Summary of August

Members of Florence Fire met with representatives of the Florence Hospital on several occasions recently to discuss EMS training, quality assurance program management, and pharmacy restocking procedures. Our partnership with them continues to strengthen and expand. We are in the process of replacing Dr. Gary Smith as our EMS Program Administrator with another Doctor from Florence Hospital. An announcement is forthcoming.

A PowerPoint presentation introducing the Florence Fire Department to individuals running for Town Council was completed by the Fire Chief and submitted to Town Administration.

The Fire Department is working with a company called Compliance Engine to obtain data entry information confirming all businesses in Florence that have fire protection systems and the vendors that service them. Once established, this company will provide information regarding annual testing and compliance with Town of Florence fire code requirements.

Florence CERT has been deployed on multiple occasions recently while continuing their regular training program. This group provides invaluable services to the Florence Fire Department and have quickly become an integral part of our organization.

The Fire Prevention Division continues to work with Pinal County on two major projects: The Attorneys Building and the Community Development Building. Construction on both projects are well underway and are rapidly being completed.

A Correctional Facility Onsite Self Inspection and Response Guide Checklist was development for 2020 annual Inspections.

Events

No Events COVID -19 restrictions.

Training

Much of our focus on training continues to be related to the completion of the Online Blue Card Emergency Management program. In addition:

- One fire fighter completed the Florence Fire Department Driver Operator Packet. Six more members are finalizing this process.
- Four firefighters completed National Fire Academy Online S130-S190 wildland training course.

Special Projects- COVID-19

- We continue to work closely with Florence PD and PCSO with information sharing during the COVID-19 process.
- Staff continues to evaluate and revise our response model to correctional facilities.
- Staff continues working with our Public Works department to identify roads with residential properties found to have fire access restrictions.
- Staff attended weekly web meetings and COVID-19 updates with the Pinal County Emergency Operations Center (EOC). The EOC continues to do a great job providing the fire department with the necessary personal protective equipment (PPE).
- Fire crews continue to run COVID patients. We are monitoring our supply of PPE and working with the EOC and distributors to maintain our normal operating supplies and PPE. Firefighter Chris Robison is working diligently with distributors to navigate new ordering protocols and forecasting burn rates to prepare future ordering when quantities are not available.
- Wildland PPE and equipment is arriving and will be put into service pending inservice familiarization training. We continue working with State Forestry with fee schedules and cost recovery documentation.

Monthly billing for AMR Ambulance Service was completed for the month of July and requests were sent to Finance for billing to be sent out. The following is what was requested to be billed:

- \$1,806.00 for the 129 transports that AMR did for our patients. (July Calls)
- \$1,234.68 for the 12 patients that were transported with a Fire Dept. Rider to the hospital for continuity of care for the patient. (July Calls)
- \$1,423.82 for the monthly lease agreement for AMR's use of Station #2 facilities. (Oct. Bill)
- AMR recently announced that they would be moving back to the hospital as soon as October 1, 2020.

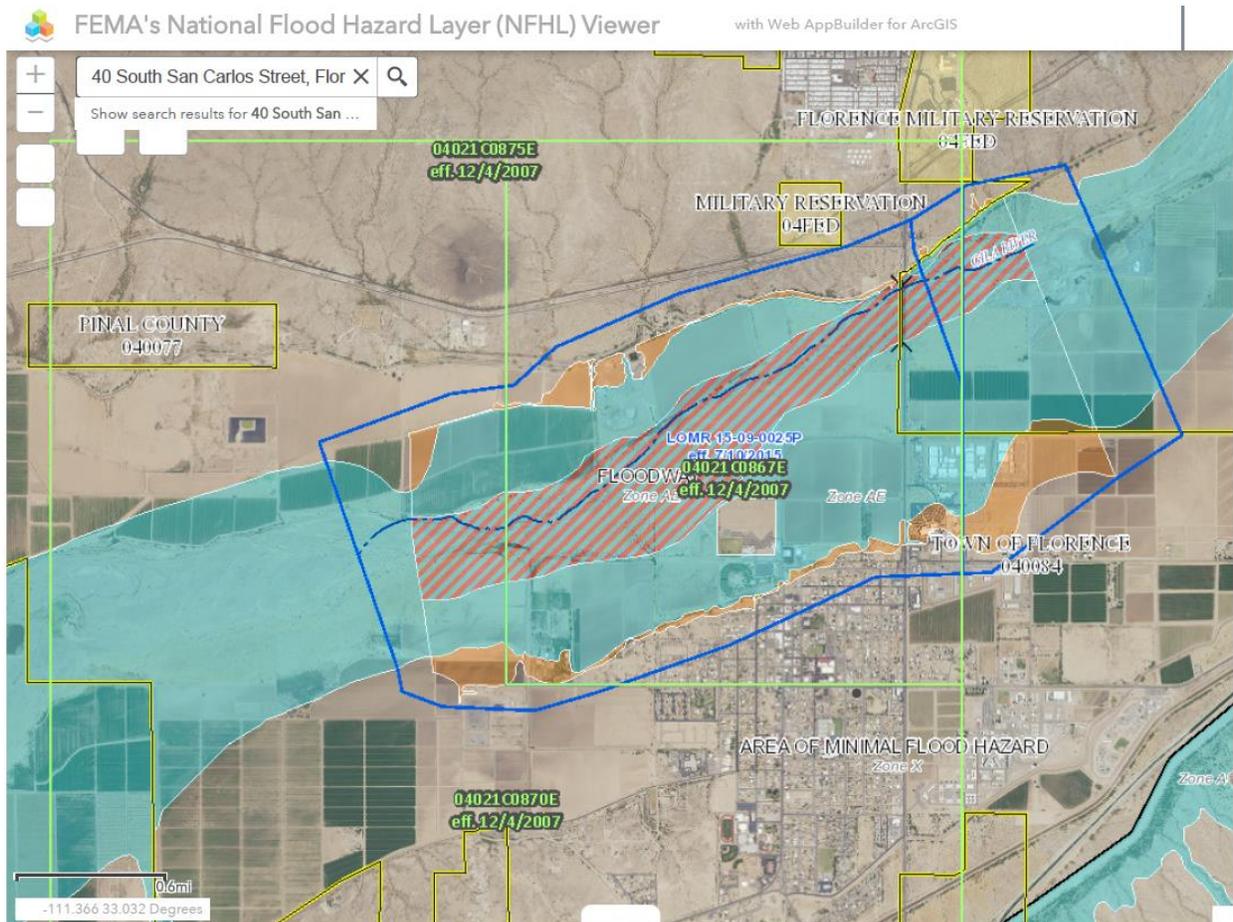
The fire department received multiple phone calls and public emails in August from individuals and insurance companies trying to determine if the Florence Fire Department responded to their location with fire service. These requests occur on a regular basis.

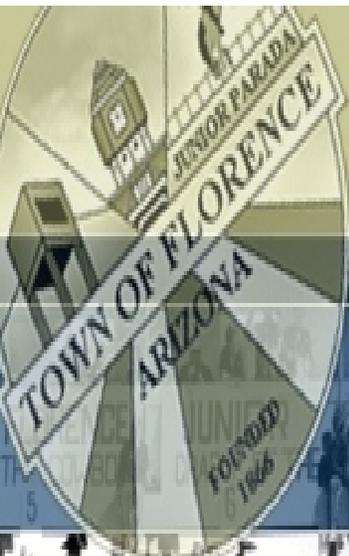
We were successful in the second round of AEMS grant funding to receive two additional cases of Clear Gear Spray. The procurement process was utilized to secure the vendor to purchase the LUCAS Device from the first round of AEMS Grant funding.

The EMS Committee is working through completion of RSI Training to obtain the medications through Florence Hospital. Air Evac assisted with the training and refreshing the crews on procedures. Capt. Usher is working to finalize training trackers for certification of our EMS providers in conjunction with our yearly continuing education program.

Assistance to Firefighter (AFG) COVID 19 supplemental grant awards are starting to be released. We have not received news yet on the PAPR devices that we put in to receive. AFG has also started awarding the original Safety Equipment grants that we put in for Self-Contained Breathing Apparatus (SCBA's).

Work on a FEMA Hazard Mitigation Grant for the Town of Florence began in August. If approved, this grant will be a multi-year, phased project that addresses structures in the flood plain within the jurisdictional boundaries of Florence. This project was discussed with Pinal County Emergency Management and will be included in the next Pinal County Hazard Mitigation Plan. This plan is updated every 5 years and the next update process begins later this year.





THE HISTORIC TOWN OF

FLORENCE

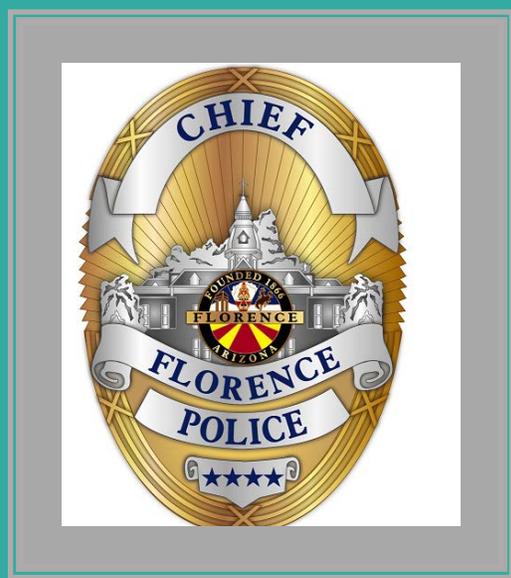
Arizona



August 2020

FLORENCE POLICE DEPARTMENT

Bruce Walls, Chief of Police
425 N. Pinal Street.,
P.O. Box 988
Florence, AZ 85132
Phone: 520-868-7681

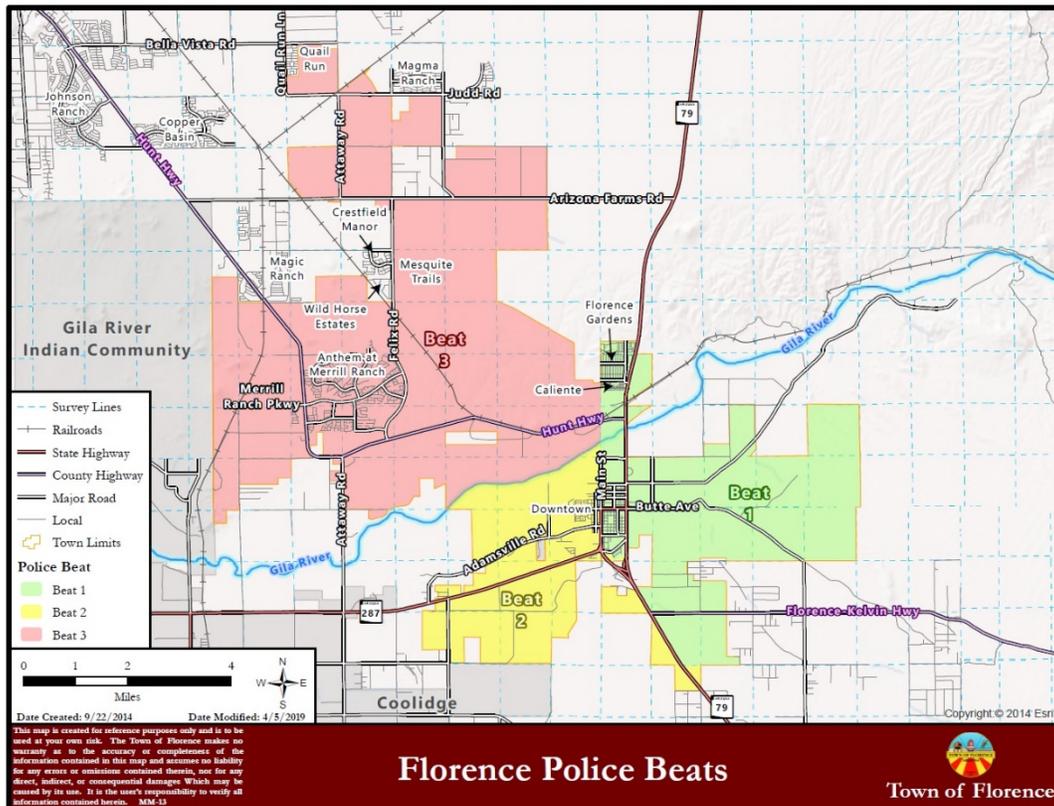


“The men and women of the Florence Police Department stand firm in our pursuit for justice and public trust. We will stay true to our mission of providing service and safety to our community with honor, respect, and integrity. We are committed to providing fair and equal treatment to those we encounter.”

Florence Police Department Monthly Report

August 2020

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>New Hire</i>		
None		
<i>Resignations/Terminations</i>		
Keith Nixon	Officer	8/2020
<i>Vacancies</i>		
4 Full-time	3 Officers	Open continuous
2 Full-time	Dispatcher	Open continuous

Cadet Seagraves continues training in Academy. Officers C. Salazar, Hall and Byrne continue through FTO.

CHIEF OF POLICE

Chief of Police, Bruce Walls attended the following meetings during the month:

- Town Council Meetings
- Management Team Meetings
- East Regional Advisory Committee Meeting)
- Executive Board for Arizona Counter Terrorism Information Center (ACTIC)
- Public Safety Coordination Conference Call (Daily)
- Fire and Police Communications Meeting
- Pinal County Law Enforcement Association (PCLEA) Meeting
- Radio Encryption Meeting
- Brady List Meeting
- Bridge Forum Meeting (Herोजना)
- Understanding Implicit and Explicit Bias Training
- Fleet Management Meeting
- Hells' Angels Meeting

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.

Support Services Manager, Deanna Husk had the following monthly activities:

- Employee Evaluations
- ALEAP Meeting
- Pinal County Law Enforcement Association (PCLEA) Meeting
- Review of polices (on-going)
- Laserfiche project (on-going)
- Understanding Implicit and Explicit Bias Training
- Webpage Design Meeting
- Mission Statement/Core Values Meeting
- Department Training Meetings
- Youth Services Meeting
- Volunteer Meeting

Communications: The Dispatch Supervisor had the following monthly activities:

- Held testing and oral boards for new applicants
 - Communications IGA Meeting
 - Police and Fire Communications Meeting
 - Reviewed Communications Hiring Procedures
 - Channel 1 Encryption Meeting
-
-

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 A	Beat B	Beat C	TOTAL
911 Line	33	14	47	94
Crime Stop Line	0	0	0	0
Officer Report	156	76	152	384
In Person	10	2	1	13
Radio Transmission	2	1	0	3
State TT/NLETS	1	0	0	1
Telephone	126	45	94	265
TOTAL	328	138	294	760

Average Response Time to Calls for Service

6 Month Reporting Period: March 2020 to August 2020						
	Mar	Apr	May	Jun	Jul	Aug
Priority 1	4:56	6:01	5:59	5:02	5:06	6:10
Priority 2	6:37	6:38	7:01	7:00	7:03	7:02
Priority 3	17:17	19:02	23:39	14:41	18:49	21:23
Priority 4	43:14	7:27	0:12	00:10	00:15	01:15

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
CRIMINAL HOMICIDE	0	0	0	0	0
a. Murder/Non-Neg Manslaughter	0	0	0	0	0
b. Manslaughter by Negligence	0	0	0	0	0
FORCIBLE RAPE	0	0	0	1	0
a. Rape by Force	0	0	0	1	0
b. Attempt Forcible Rape	0	0	0	0	0
ROBBERY	0	0	0	0	0
a. Firearm	0	0	0	0	0
b. Knife or Cutting Instrument	0	0	0	0	0
c. Other Dangerous Weapon	0	0	0	0	0
d. Hands, Fist, Feet, etc.	0	0	0	0	0
ASSAULT	8	0	8	2	1
a. Firearm	1	0	1	1	1
b. Knife or Cutting Instrument	0	0	0	0	0
c. Other Dangerous Weapon	0	0	0	0	0
d. Hands, Fist, Feet, etc.	2	0	2	0	0
e. Other Assaults – Simple	5	0	5	1	0
BURGLARY	0	0	0	0	0
a. Forcible Entry	0	0	0	0	0
b. Unlawful Entry/No Force	0	0	0	0	0
c. Attempt Forcible Entry	0	0	0	0	0
LARCENY – THEFT	1	0	1	0	0
MOTOR VEHICLE THEFT	0	0	0	0	0
a. Autos	0	0	0	0	0
b. Trucks	0	0	0	0	0
c. Other Vehicles	0	0	0	0	0
GRAND TOTAL	9	0	9	2	1
Officers Assaulted	0				
Clearance(s) by Adult Arrest	1				
Clearance(s) by Juvenile Arrest	1				
Arson Cases	0				

**All data presented in this report is tentative.

Property & Evidence

During the month, there were 94 envelopes/packages involved in 31 incident cases that were submitted for processing by the Property & Evidence Section. Of the total envelopes/packages:

Total evidence items: 76

Released	Stored	Destroyed	Out to lab
0	69	6	1

Total safekeeping items: 13

Released	Stored	Destroyed	Out to lab
13	0	0	0

Total disposal items: 4

Released	Stored	Destroyed	Out to lab
0	4	0	0

Total found items: 1

Released	Stored	Destroyed	Out to lab
0	1	0	0

The items of evidence involved the following crimes:

- 8 drug incidents
- 2 DUIs

Other considerations:

- The status of the Police Evidence Trust Fund bank account, involving \$18,899.70.
- 13 pending items:
 - 6 are for safekeeping/found property
 - 6 are pending RICO forfeiture/evidence
 - 1 is to be returned to owner, if located
- Due to COVID-19 protocols, four fingerprints were conducted by Evidence Section during the month of August for Town of Florence employees.

Operations/Patrol

Professional Standards

- 1 administrative investigation completed
- 2 administrative inquiries completed
- 2 “Use of Force” incidents reported

Criminal Investigations Unit

Observed Offense	Assigned Detective	Case Status	Notes
# of new cases assigned this month: 12			
Sex Offense x3 (Juveniles)	D. Helsdingen	OPEN	Suspect Arrested, additional victims have come forward, 5 Forensic Interviews, search warrant on vehicle, additional evidence recovered at reported crime scene. Years of sexual abuse disclosed.
Information	D. Helsdingen	Closed	Town Issue.
Child Abuse	D. Helsdingen	Closed	Forensic Interview on child completed. Officer will be submitting charges-misdemeanor.
Domestic Violence	D. Helsdingen	Closed	Patrol handling the charges, victim interviewed.
Suicidal Subject	D. Helsdingen	TOT	Related to Sex Offense case. Subject taken to Horizon.
Sex Offense (Juvenile)	D. Helsdingen	Closed	Victim reported being sexually abused in 2018 when she was a juvenile. Waiting on victim for additional information.
Sex Offense (Juvenile)	D. Helsdingen	TOT	Related to 1 st case. Juvenile reported being sexually abused at same residence as the original case. DCS will be handling this disclosure.
Sex Offense	D. Helsdingen	Closed	Victim did not want assistance.
Child Abuse	D. Helsdingen	Closed	Forensic Interview of Child in Phoenix. No disclosure. Child’s U/A was positive for marijuana and methamphetamine. Patrol to file charges.
Death Investigation	D. Helsdingen	Closed	Suicide/note left.
Child Abuse	D. Helsdingen	Closed	Forensic Interview of child no disclosure TOT to DCS.
Aggravate Assault with a Deadly Weapon & Attempted First Degree Murder (DV)	J. Ballard/D. Helsdingen	OPEN	Single gunshot wound to victim. Search Warrant on residence completed. Additional warrants to follow on electronic devices.
# of cases carried over into this month: 5			
Robbery (BANK)	D. Helsdingen	OPEN	US Bank was robbed on 2/29/20. Video footage and still photographs of suspect obtained, evidence at scene collected, working with FBI. Person of Interest arrested in California. Fingerprints of

			suspect given to FBI for comparison. Contacted FBI, still waiting on comparison.
Sex Offense x2	D. Helsdingen	OPEN	Victim from previous Horizon case provided additional information. 2 nd victim has come forward with an allegation.
Promote Prison Contraband- Narcotic Drugs & Prescription Pills	D. Helsdingen	OPEN	Inmate found with over 13 grams of Heroin and 30 narcotic pills possible fentanyl. Received DPS report positive for fentanyl, Felony charges filed.
Sex Offense (Juvenile)	D. Helsdingen	OPEN	Suspect identified, forensic interview completed, cell phone download completed. PCSO has been unable to locate suspect.
Hit & Run Fatality	D. Helsdingen	OPEN	Suspect in custody, \$200,000 bond. Second Degree Murder Charges Approved, investigation on-going.
# of joint cases worked this month: 2			
Observed Offense	Primary/Secondary Detective	Case Status	Notes
Sex Offense (Juvenile)	L. Gaston/D. Helsdingen	OPEN	Several juvenile females disclosed inappropriate sexual abuse. Grand Jury indictment added 3 more child related offenses.
Sex Assault/Sex Abuse	L. Gaston/D. Helsdingen	OPEN	Suspect currently in custody awaiting extradition. Conducting follow-up for evidence.
Other activity:			
Detective			
D. Helsdingen	Grand Jury x2		
D. Helsdingen	Forensic Interview x6		

Monthly Activities

Total calls for service for the month were 301. Person crimes totaled zero. Property crimes totaled one. Property crimes totaled three. Officers in Beat A conducted Directed Patrols in the areas of previously reported crimes. Officers also conducted Field Interviews of persons throughout Beat A 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.

In addition to normal patrol, officers also conducted 226 directed patrols of businesses, apartment complexes, Florence Gardens and Caliente communities, and the prisons.

Community Involvement and Education

Area schools have reopened for a few students on-site with most attending via online courses. Officers continued their visits to schools and grounds to prevent and/or detect any crimes.

Special Events

None

Upcoming Special Events

None

Significant Calls for Service

Sex Offense reported on Desoto Street – A male disclosed that a couple of years ago, when he was 14 years old, he had a sexual relationship with a 14-year-old female at this location. The case is under investigation.

Other reported Sex Offense was previously reported in Beat C.

Two assaults occurred in the prisons.

Theft reported on E. Arizona Circle – A female reported that a fire pit was removed from her yard by an unknown person without permission or authority to do so. There are currently no suspects or leads in this case. The fire pit was valued at \$50.00.

Criminal Damage reported on S. Pinal Parkway – A woman reported that she parked her vehicle in her apartment complex parking lot and when she returned, she had a flat tire. Investigation revealed that someone had cut the sidewall of her car tire. No suspects at this time.

Criminal Damage reported on E. Diversion Dam Road - A male reported that he parked in front of his friend's home and went inside. When he returned to his vehicle, he observed two flat tires and spray paint on his windshield. This case is being investigated.

Private Property Accident reported on E. Stewart Street – As a male was pulling into a parking space in the apartment complex, he struck the vehicle in the next parking space. The other

vehicle's owner was notified. Both owners exchanged information and notified their insurance providers.

Private Property Accident reported on N. Pinal Street – A male driver advised that as he was backing into a parking space, he struck another parked vehicle. The other driver was on scene. There were no injuries reported and the drivers exchanged information.

Training

Daily updates COVID-19, Protest Bulletins, Indian Country Training (video lessons) and Conflict Resolution Training (video lesson).

Monthly Activities

During the month of August, crime decreased in Beat B. Criminal damage incidents dropped from 3 last month to 0 this month. Civil citations also dropped from July. 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 August, Beat B officers completed a total of 89 directed patrols. Officers routinely made citizen contacts at open businesses.

Special Events

None due to COVID restrictions.

Upcoming Special Events

None due to COVID restrictions.

Significant Calls for Service

There were two domestic violence incidents reported. Both were verbal arguments in which one of the parties voluntarily left the scene to keep the peace. No injuries, no threats.

Training

FPD Officers were provided information on local events to include providing them with daily briefings on recent intelligence.

Monthly Activities

TLO activity – All intel bulletins received have been placed into the Intelligence File on the Q Drive for officers to review.

For the month of August, the total calls for service was 265, compared to 280 in July. A 5.36% decrease. No influx of major crime. A total of 159 directed patrols were conducted. Traffic enforcement consisted of 99 traffic offenses, 22 citations with 32 violations.

The speed signs logged the following data:

- No data was obtained due to the computer with radar program installed being down.

The Juvenile Detention Log was completed as required by state law. The Florence Police department detained one juvenile for the month of August.

The Victim Services Unit was not utilized this month. Due to the COVID-19 virus all volunteer activities have been suspended until further notice.

Community Involvement and Education

The Beat Three officers continue to look for code enforcement violations and enforced 9 parking violations. Sgt. Morris' shift assisted with a Food Bank Drive at Heritage Park on August 29th.

Special Events

None

Upcoming Special Events

None

Significant Calls for Service

N. Spyglass Dr. – A husband and wife were involved in a verbal confrontation at which time the wife slapped her husband and pushed him. The wife was arrested for Assault DV and confined at PCSO.

W. Victory Way – A son-in-law went over to his in-law's house and got into an argument over money. The son-in-law got angry and assaulted his mother and father in-law. The mother-in-law suffered a fractured vertebra in her back. The son-in-law was located by deputies and he was confined at PCSO for Aggravated Assault DV.

N. Yeager Rd. – A boyfriend and girlfriend got into a physical altercation. The report came in third party so a victim has yet to come forward. Case pending.

W. Millerton Way – A 17-year-old girl had her Snapchat account hacked and started receiving threatening messages. The snapchat had sexually explicit photos of her on it. Case still active.

W. Candlewood Way – Allegations of a 7 year old being sexually abused by his paternal father. Case still active.

Merrill Ranch/Sun City Blvd. – Unknown persons damaged two political signs valued at \$100. No suspects or witnesses.

Trenton Way/Imperial Dr. – An unknown person(s) took the parks bike rack and placed it on top of the parks jungle jim. Value to replace bike rack \$200.

W. Merrill Ranch Pkwy – An unknown person threw a large brick through the window of the snack bar. Replacement of window is \$500.

A motorcyclist was traveling south on Attaway Road on his 2007 BMW when a farm worker crossed the road in front of him in a 2013 Chevy Silverado causing the motorcycle to collide with the truck. The motorcyclist did not survive the crash. Driver of truck cited in the accident.

Training

Officer uniforms and vehicles 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: 19

Total number of K-9 utilizations: 1

Total number of vehicle hand searches: 4

Total amount of narcotic seizures in weight: 4.1 grams

Type of drug:	Narcotic	Weight:	2 grams
Type of drug:	Prescription drugs	Weight:	n/a
Type of drug:	Paraphernalia	# of items:	1 individual item
Type of drug:	U.S. Currency	Amount	\$0.00

Monthly Activity:

Officer Murphy attended K9 detection training every other week with the Pinal County Sheriff's Office K9 Unit Training Unit & conducted in house training. 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 August , Officer Murphy self-initiated (73) cases which included vehicle stops, field interviews, call for service, on-view criminal activity and assisting other officers.

Shots Fired: Officer Murphy assisted Officer Ballard and Detective Helsdingen with an attempted murder case #F20080720 that occurred on 8/25/2020 at 129 N. Silver Street. The suspect was detained, questioned, arrested and booked into jail for the charges.

Traffic Stop: Officer Murphy conducted a traffic stop on a vehicle at 4900 S. Pinal Parkway Avenue for multiple traffic violations. During the traffic stop the driver was found to not have a valid driver's license. Consent to search the vehicle was provided resulting in finding 2.0 grams of methamphetamine in a backpack in the back seat along with a glass methamphetamine pipe. The backpack had paperwork inside of it belonging to another individual who was not in the vehicle. The drugs and paraphernalia were seized and transported to Florence P.D. where it will be destroyed.

Traffic Stop: Officer Murphy attempted to conduct a traffic stop on a motorcycle traveling East on W. Merrill Ranch Pkwy and Hunt Hwy for speed greater than prudent. The motorcycle sped away at an extremely high rate of speed to include running a stop sign. Officer Murphy did not pursue and deactivated his lights and sirens only to observe the motorcycle run a second stop sign and continued eastbound at a speed greater than 100 miles per hour. Officer Murphy moments later observed the motorcyclist had attempted to brake to slow down and lost control of the motorcycle and ultimately crashed in the westbound lanes of W. Merrill Ranch Pkwy just west of N. Felix Road. The driver was transported to the hospital with non-life threatening injuries. Charges have been submitted for approval.

Volunteers

The Victim Services Unit was not utilized this month. Due to COVID-19, all volunteer activities have been suspended until further notice.

Grants

DUI Task Force and other scheduled statewide patrols cancelled due to COVID. Agency discretion for details and localized saturation and enhanced patrols.

The following are statistics reported to GOHS for both special events and sustained (regular) activity:

Total citations for the month: 89

Total traffic contacts for the month: 389

Type of Citation	Total Number of Citations
Civil traffic	85
Criminal traffic	1
DUI	0
DUI drugs	0
Other (CT, CR, CV)	3

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: 32 for 45 violations

Directed Patrol

The Police Department conducted 474 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.

ACCOMPLISHMENTS/COMMENDATIONS/KUDOS



Congratulations Belinda Sichling 15 years of service to the Town of Florence