

**TOWN OF FLORENCE
SPECIAL MEETING
AGENDA**

PURSUANT TO A.R.S. § 38-431.02, NOTICE IS HEREBY GIVEN TO THE MEMBERS OF THE FLORENCE TOWN COUNCIL AND TO THE GENERAL PUBLIC THAT THE FLORENCE TOWN COUNCIL WILL HOLD A MEETING OPEN TO THE PUBLIC ON MONDAY, DECEMBER 8, 2014, AT 4:30 P.M., IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA.

1. CALL TO ORDER

- 2. ROLL CALL:** Mayor Rankin___; Vice-Mayor Walter___;
Councilmembers: Vallarie Woolridge___; Bill Hawkins___;
Ruben Montaña___; Becki Guilin___; John Anderson___;

3. 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.

- 4. ADJOURN TO EXECUTIVE SESSION:** For the purpose of discussion of the public body, pursuant to A.R.S. 38-431.03(A)(1), to interview candidates for Interim Prosecutor and Interim Town Attorney; and for contract negotiations with said attorneys pursuant to A.R.S. 38-431.03(A)(4).

5. ADJOURN FROM EXECUTIVE SESSION

6. NEW BUSINESS

- a. **Discussion/Approval/Disapproval** of entering into a contract for an Interim Town Prosecutor.
- b. **Discussion/Approval/Disapproval** of entering into a contract with a law firm to provide Interim Legal Services to the Town of Florence.
- c. **Resolution No. 1490-14:** Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AFFIRMING THE TOWN OF FLORENCE'S PREFERENCES REGARDING THE PROPOSED ADOT NORTH-SOUTH FREEWAY CORRIDOR.

7. **WORK SESSION** WITH LOCAL VENDORS REGARDING FARMERS MARKET DOWNTOWN.
8. CALL TO THE PUBLIC
9. CALL TO THE COUNCIL
10. ADJOURNMENT

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

POSTED THE 4th DAY OF DECEMBER, 2014, BY LISA GARCIA, TOWN CLERK, AT 775 NORTH MAIN STREET, 1000 SOUTH WILLOW STREET, FLORENCE, ARIZONA AND AT WWW.FLORENCEAZ.GOV.

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

PROPOSAL PRICE BREAKDOWN SHEET

Town of Florence
Request for Proposals

PROSECUTOR SERVICES

The undersigned authorized representative agrees to provide the services as requested based on the following schedule of fees:

- A. Retainer (10 hours per week) \$ _____ per Month
- B. Hourly billing rate (hours in excess of 10/week) \$ _____ per Hour

Firm/Individual Name: _____

Address: _____

Business Telephone: _____

Business Fax: _____

E-Mail Address: _____

Type of Organization

____ A Corporation, organized and existing under the laws of the State of Arizona

____ A Partnership (please list the partners) _____

____ An Individual

Signature of authorized representative

Date

Printed Name

Date

RICHARD V. HUSK
P.O. Box 151
Florence, AZ 85132
(602) 571-6802
Rick@Huskpartners.com

November 26th, 2014

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

Dear Mayor Rankin, Council Members and Ms. Garcia,

I was born in Florence. I received a very good education here before attending Arizona State University where I received my undergraduate degree and later, attended law school. Florence will always be my home. Although I no longer reside in town, I'm honored to have served the community as a Deputy County Attorney for Pinal County in Florence for the majority of my career. I am submitting my Resume for consideration as prosecutor for the Town of Florence.

While working in the Criminal Division at Pinal County I was assigned to the Justice Courts where I prosecuted misdemeanor cases before the Justice of the Peace. Although many cases were resolved through plea agreement, I conducted numerous bench and jury trials. It was often necessary to train deputies in preparation for trial as many had never testified at trial.

Although my responsibilities were increased through the years as a prosecutor, from working with the drug unit to prosecuting homicides and serious felony cases, I continued to work with the Justice Courts at the request of the J.P.'s who appreciated my ability to resolve cases. The final jury trial I conducted in the Superior Court prior to transferring from the Criminal division resulted in a sentence of 98.5 years in prison.

It is my goal to provide Florence with professional, ethical and just prosecution of criminal cases. I will work with the Town's staff and law enforcement in any manner necessary to achieve these goals.

Sincerely,


Rick Husk

RESUME

RICHARD V. HUSK

P.O Box 151, Florence, Arizona 85132; Telephone: (602) 571-6802; E-Mail: Rick@huskpartners.com

Richard V. Husk (Rick)

Objective *I am seeking employment in my area of experience and expertise obtained during my employment with the Pinal County Attorney's Office and private representation of governmental entities. I served as a prosecuting attorney and presented cases to the Grand Jury, Justice Courts and the Superior Court (adult and juvenile), and I representing elected and appointed officials within the County in civil matters in Justice Courts, the Superior Court, U.S. Bankruptcy Court and State Tax Court. I provided legal counsel to the Board of Supervisors, directors and staff of the County and to various quasi-governmental entities including fire districts, personnel commissions and special tax districts. I advised these boards and commissions during public meetings, executive sessions and hearings and have provided instruction to these entities on the requirements of the Open Meeting Laws in Arizona. My experience includes resolution of disputes against the County via negotiated settlement with Board approval, by association with outside counsel and/or in conjunction with the Arizona Counties Insurance Pool, and by trial. I currently represent non-profit, private and governmental entities.*

Education 8/92 thru 5/96 **Arizona State University College of Law** Tempe, AZ

Juris Doctorate Degree

8/77 thru 5/81 **Arizona State University** Tempe, AZ

Bachelor of Science – Major: Criminal Justice, College of Public Programs

Employment 1/12 to present **Private Practice** Law Offices of Richard V. Husk
Florence, AZ

I am a solo practitioner in the field of civil litigation and contracts. I represent the Central Arizona Fair Association which was awarded the contract by Pinal County to operate the Pinal County Fairgrounds and Gila County Personnel Commission on matters involving appeals. I represent special districts in matters involving elections, contracts and re-draft of bylaws. I also represent individuals in personal injury claims, drafting contracts, contract disputes and various other matters.

1/93 thru 12/11 **Pinal County Attorney's Office** Florence, AZ

▪ **Law Clerk** 1/93 thru 4/97

While enrolled at Arizona State University College of Law, I was afforded the opportunity to Clerk in the Pinal County Attorney's Office where I conducted legal research for attorneys in the Criminal and Civil Divisions, prepared drafts of motions and responses for criminal matters including Rule 32 Motions for Post Conviction Relief.

▪ ***Criminal Division 4/97 thru 12/01***

While employed within the Criminal Division I worked in the Charging Unit, Trial Unit, Juvenile Prosecution Unit, and volunteered to assist other attorneys as needed in the event of scheduling conflicts or emergencies.

Promoted to Senior Attorney 11/99

Received Elks Lodge Award of Appreciation for County Attorney of the Year 1999/2000

▪ ***Civil Division 12/01 thru 12/11***

Upon transfer to the Civil Division of the Pinal County Attorney's Office I was assigned to represent the Finance Department, Special Districts Administrator and those District in which the Pinal County Attorney was statutorily authorized to represent, Facilities Management Department, and the Building Safety Department. While serving as a Civil Deputy I was also assigned to represent the Board of Supervisors on specific issues or during Board Hearings and Meetings, the Pinal County Treasurer, the Pinal County Assessor and any special projects as needed by the County Attorney and Chief Civil Deputy.

My duties included drafting leases, preparing and submitting re-drafts of personnel policies, procurement codes and policies and building safety codes for consideration and approval by the Board of Supervisors. I prepared press releases and proposed legislative re-writes of statutes as needed. Finally, I managed litigation within the office and worked closely with the Arizona Counties Insurance Pool in monitoring litigation against Pinal County where the County was represented by counsel retained by ACIP and in matters where it became necessary for the County Attorney to retain outside counsel which required their specialized area of expertise.

Promoted to Principal Attorney 7/02

6/84 thru 1092

Maricopa County Adult Probation Department

Phoenix, AZ

▪ ***Adult Probation Officer***

Prepared Pre-sentence Investigations for the Court on those individuals convicted of felony offenses in Superior Court and made sentencing recommendations to the Court as to the appropriate amount of incarceration, fines, restitution to be imposed; Supervised convicted felony offenders who were released into the community on probation; enforced the terms set forth in his sentencing; prepared and presented evidence to the Court in the event the offender violated the terms of his or her probation.

8/83 thru 5/84 Maricopa County Juvenile Court Services Phoenix, AZ

▪Surveillance/Home Detention Officer

Supervised juvenile offenders who were released pending adjudication to ensure their adherence to release terms set by the Juvenile Court.

7/81 thru 6/83 Pinal County Adult Probation Department Florence, AZ

▪Adult Probation Officer

Prepared Pre-sentence Investigations for the Court on those individuals convicted of felony offenses in Superior Court and made sentencing recommendations to the Court as to the appropriate amount of incarceration, fines, restitution to be imposed; Supervised convicted felony offenders who were released into the community on probation; enforced the terms set forth in his sentencing; prepared and presented evidence to the Court in the event the offender violated the terms of his or her probation.

5/80 thru 8/80 Arizona Corporation Commission Phoenix, AZ

▪ Securities Division – Internship

Conducted interviews and prepared preliminary investigative reports concerning potential violations of securities laws; served process/subpoenas upon witnesses and investigative leads to require attendance at interviews and/or hearings concerning such violations.

References will be provided upon request.

PROPOSAL PRICE BREAKDOWN SHEET

Town of Florence
Request for Proposals

FLORENCE TOWN PROSECUTOR LEGAL SERVICES

The undersigned authorized representative agrees to provide the services as requested based on the following schedule of fees:

- A. Retainer (approximately 10 hours per week) \$2500.00 per Month
- B. Hourly billing rate (hours in excess of 10/week) \$70.00 per Hour

Firm/Individual Name: Law Offices of Richard V. Husk P.L.L.C.

Address: P.O. Box 151
Florence, AZ 85132

Business Telephone: (602) 571-6802

Business Fax: None

E-Mail Address: Rick@Huskpartners.com

Type of Organization

A Corporation, organized and existing under the laws of the State of Arizona

A Partnership (please list the partners) _____

An Individual



Signature of authorized representative

November 26th, 2014
Date

Richard V. Husk
Printed Name

November 26th, 2014
Date

PLATT & MERRITT, PLLC

November 26, 2014

Lisa Garcia
Florence Town Clerk
P.O. Box 2670
Florence, AZ 85132

Via Email and Regular Mail

Re: *Town Prosecutor Application*

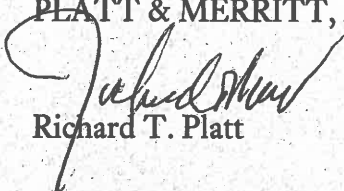
Dear Ms. Garcia:

I have enclosed our Proposal Price Breakdown Sheet and my Resume for consideration of the open, part-time Town Prosecutor position.

Please consider this letter as a request for our application for the open position. If you would like further information concerning my qualifications and references, then please contact me immediately.

Sincerely,

PLATT & MERRITT, PLLC



Richard T. Platt

Enclosure(s)

PROPOSAL PRICE BREAKDOWN SHEET

Town of Florence
Request for Proposals

FLORENCE TOWN PROSECUTOR LEGAL SERVICES

The undersigned authorized representative agrees to provide the services as requested based on the following schedule of fees:

- A. Retainer (approximately 10 hours per week) \$ 2,500.00 per Month
B. Hourly billing rate (hours in excess of 10/week) \$ \$65.00 per Hour

Firm/Individual Name: Richard T. Platt
Address: P.O. Box 279, 161 West Central Ave.,
Coolidge, AZ 85128
Business Telephone: (520) 723-5486
Business Fax: (520) 723-5488
E-Mail Address: rtplatt@pinallegal.com

Type of Organization

A Corporation, organized and existing under the laws of the State of Arizona

A Partnership (please list the partners (PLLC) Richard T. Platt

Melanie A. Merritt

An Individual



Signature of authorized representative

November 26, 2014
Date

Richard T. Platt
Printed Name

November 26, 2014
Date

RICHARD T. PLATT

EMPLOYMENT

2013 -Present: Platt & Merritt, PLLC, Coolidge, AZ
Member / Manager

General Practice of Law, including felony crimes defense for Pinal County, Arizona, including major felonies such as First Degree Murder, Death Penalty designation, Armed Robbery and gang related offenses.

1996 - 2013: Pinal County Attorney's Office, Florence, AZ
Chief Criminal Deputy County Attorney

Manage 30 attorneys, 7 AZPOST Investigators & 18 Support Staff & Major Case Prosecution (*including numerous Public Corruption, Death Penalty First Degree Murder and Second Degree Murder Cases*)

1984 -1996: Platt & Jenson, P.C., Coolidge, AZ
Partner / Shareholder

General Practice of Law

1988-1996: Florence Municipal Court, Florence, AZ
Municipal Court Judge

1984-1996, City of Coolidge, Coolidge, Arizona
City Prosecutor

Prosecuted all misdemeanor cases in the City Municipal Court, including DUI and Domestic Violence offenses.

1978 – 1983: Spokane County Prosecuting Attorney's Office, Spokane, WA.

Deputy Prosecuting Attorney

Prosecution of Misdemeanor, Juvenile and Felony Level Crimes.

EDUCATION

1976 -1980: Gonzaga University School of Law, Spokane, WA.

Juris Doctor

1976 – 1980: Gonzaga University, Spokane, WA

Master of Business Administration

1969 – 1973: Arizona State University, Tempe, AZ

Bachelor of Science

PROFESSIONAL MEMBERSHIPS

2014- 2015: President, State Bar of Arizona

2001 -Present: Member, Board of Governors, State Bar of Arizona;

1984 - Present: Member, State Bar of Arizona.

1980 - Present: Member, Washington State Bar Association.

2013- Present: Member, American Bar Association.

VOLUNTEER EXPERIENCE

Arizona Peace Officer Standard and Training (AZPOST):
Certified Instructor

National District Attorneys Association: *Instructor*

2013-2014: President, Coolidge Chamber of Commerce, Coolidge, AZ.

2013 – Present: *Board Member*, Southern Arizona Legal Aid, Tucson, AZ.

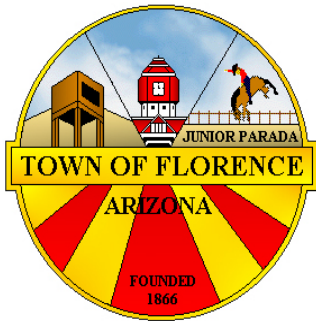
2011- Present: *Board Member*, Arizona Foundation For Legal Services and Education, Phoenix, AZ.

1984 - 2009: Member, Coolidge Fire Department, Coolidge, AZ: *Assistant Fire Chief*, Retired (after 25 years), December, 2009.

AWARDS RECEIVED

2007: *Home Run Hitters Club*, National District Attorneys Association, Alexandria, VA. (An award given to those prosecutors who have tried significant and complex cases, including Murder)

2006: *Felony Prosecutor of Year*, Arizona Prosecuting Attorneys Advisory Council, Phoenix, AZ (An award given to outstanding prosecutors who have performed in an extraordinary manner, usually for trying serious and complex felony cases).



TOWN OF FLORENCE

Request For Proposals Municipal Legal Services

Submission Deadline
3:00 p.m. Local Time
Monday December 1, 2014

Proposal Must Be Submitted To
Town Clerk
Town of Florence
P.O. Box 2670
775 North Main Street
Florence, Arizona 85132
Phone No. (520) 868-7552
Fax No. (520) 868-7551
www.town.florence.az.us

PUBLIC NOTICE

Notice is hereby given that the Town of Florence will receive sealed proposals for Interim Municipal Legal Services until 3:00 p.m. local time Monday, December 1, 2014, when they will be opened by the Town Clerk.

All proposals should be directed to the following address: Town of Florence, Town Clerk, P.O. Box 2670 Florence, Arizona 85132, or hand delivered to the Town Clerk's Office at 775 North Main Street, Florence, Arizona 81232. All proposals should have clearly marked "SEALED – RFP FOR MUNICIPAL LEGAL SERVICES" on the lower left hand corner of the envelope.

The Town is not responsible for the pre-opening of, post opening of or the failure to open a bid not properly addressed or identified.

The Mayor and Council of the Town of Florence reserve the right to reject any or all proposals or accept the proposal which they deem is in the best interest of the Town and to waive any informalities in the proposal process. Bids received after time specified shall be returned unopened.

TOWN OF FLORENCE

REQUEST FOR PROPOSALS (RFP)

MUNICIPAL LEGAL SERVICES

I. INTRODUCTION

The Town of Florence is seeking a qualified, experienced law firm, or individual, to provide municipal legal services for an initial period beginning on or about December 15, 2014 thru June of 2015. Only those proposals submitted by firms or individuals that are members in good standing with the Arizona State Bar Association will be considered.

Florence operates under the Council/Manager form of government. The Town Attorney is directly appointed by the Mayor and Town Council and is responsible to the Town Manager.

Proposals will be received by the Town Clerk until 3:00 p.m., local time, Monday, December 1, 2014. Proposals must be directed to the Town Clerk, P.O. Box 2670, 775 North Main Street, Florence, Arizona 85132. Proposals which are incomplete or submitted after the deadline will not be accepted.

Questions concerning this proposal must be submitted in writing to the Town Clerk at the above address. Written response will be provided to all firms or individuals who have been provided copies of this RFP.

II. SCOPE OF WORK

The firm or individual selected shall provide the following services to the Town for an initial period beginning on or about December 15, 2014 thru June 30, 2015, with options to extend for successive periods by mutual agreement:

- A. Shall serve as and perform all functions of the Town Attorney for the Town of Florence.
- B. Shall serve as General Counsel for the Town and provide advice to the Mayor, Town Council and all the various departments of the Town as requested or required for the efficient day to day operation of the Town. Areas in which legal advice may be required include, but are not limited to, the open meeting law; litigation; equal access laws and regulations; vendor actions; elections; contract and procurement law; Town policies, procedures, codes and ordinances; intergovernmental agreements; real estate purchases and contracts; zoning and land use; development agreements; review and interpretation of state statutes and rules; cable communication and franchise issues; federal constitutional issues; personnel matters; employee benefits; collective bargaining and labor disputes; equal employment laws; civil rights litigation, voting rights law; construction, local, state and federal relations; federal and state grants and funding; and public-private and public-public partnerships.
- C. Shall attend all meetings of the Town Council and such other meetings as requested or required. Examples of such meetings would include the Florence Planning and Zoning

Commission and land development meetings as necessary or appropriate. The Town Attorney assists in the negotiation of contracts and other legal agreements upon request of the Town Manager or department heads.

- D. Shall perform legal research and prepare legal memoranda and briefs.
- E. Shall represent the Town before administrative boards and local & appellate courts.
- F. Shall prepare ordinances, resolutions, contracts, and agreements on behalf of the Town.
- G. Shall provide legal advice and representation to the Town on any matter that may require legal representation or interpretation.
- H. Shall act as District Counsel to the Town's Community Facilities Districts, and provide services as Special Counsel as may be required by the Town in areas such as planning, zoning and land use; human resources and equal opportunity laws; elections, insurance and liability; litigation; environmental law; finance, and municipal risk pool relations. The Town reserves the right to contract with additional firms as may be required or recommended in dealing with specialized circumstances or issues.
- I. Shall provide all necessary clerical assistance, printing and duplicating as may be required to comply with this scope of work. Town personnel will be made available to provide necessary research assistance to legal counsel as may be required to allow the firm/individual to perform services for the Town.
- J. Shall serve as parliamentarian for the Town Council during Town Council meetings.

III. SUBMITTAL REQUIREMENTS

Respondent's proposal shall contain the following information. For convenience and clarity of evaluation please organize your response in accordance with the following outline:

- A. Submit Ten (10) copies of the proposal, text on one side only.
- B. The proposal must contain a cover sheet with the following information:
 - 1. Name of proposal: Town of Florence – Legal Services
 - 2. Prepared for: Mayor & Town Council, Town of Florence
 - 3. Submittal date (date actually submitted to Town Clerk)
 - 4. Submitted by: Firm or Individual Name
Address
Contact Person
Phone Number
Fax Number
- C. Cover Letter.
- D. Qualifications and background experience in Arizona municipal law.

- E. Qualifications and background experience in serving as legal counsel or in providing consulting services to municipalities or governmental agencies.
- F. Qualifications and background experience in planning, zoning & land development issues.
- G. General qualifications & background experience of the firm/individual including current major clients, especially towns, cities or governmental agencies. Areas of specialization should be listed and areas or issues for which the firm COULD NOT represent the Town due to past or present clients, or due to other potential conflicts of interest, should be clearly indicated.
- H. Previous experience serving municipal governments similar in size and complexity.
- I. The principal attorney(s) who will be assigned to the Town must be clearly identified.
- J. Applicable team member profiles – resumes are acceptable.
- K. References - contact names & numbers for at least three (3) current clients must be provided.
- L. Respond to the following, in sufficient detail to allow appropriate evaluation, with respect to potential conflicts. The Town will determine if the nature of the conflict is of a critical or minor nature and whether the conflict should disqualify the proposal from further review.
 - 1. Has your firm/individual ever served as a defense attorney in the Magistrate Court of the Town of Florence?
 - 2. Has your firm/individual ever represented a client in legal action against the Town of Florence?
 - 3. Is there any other conflict, or potential conflict, involving you or your firm/individual of which the Town should be aware?
- M. Proposal price breakdown. The proposal price breakdown sheet included with this packet must be used. The cost proposal shall be a combination "retainer" and an hourly rate. These fees shall include support services and overhead. Incidental billables, such as filing fees, should not be included in these rates. The retainer shall cover a service & support base for the primary attorney consisting of 80 hours per month. The hourly rate shall be for those hours in excess of 80 hours per month.
- N. Listing of additional expenses or services with associated costs, for which the Town could reasonably expect to be billed.
- O. Supplementary data that will enable the Town to more adequately evaluate the firm or individual qualifications.
- P. Sample contract or attorney client fee/retainer agreement.

It is understood that any firm or individual responding to this Request for Proposals shall have sufficient staff to be able to serve the Town without any delays whenever legal services are required.

It is further understood that the successful proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract to any other person, company or corporation without prior written consent of the Town.

Invoices will be submitted monthly and must be detailed in nature including prices & extensions. Payment of any claim shall not preclude the Town from making claim for adjustment of services found not to have been in accordance with general conditions and specifications.

Either party upon a sixty (60) day written notice may terminate the services of the successful firm/individual. In the event of such action the firm/individual will comply immediately and provide the necessary best effort to transfer records and historical data to the Town and/or succeeding counsel.

IV. PROPOSAL EVALUATION CRITERIA

Proposals will be evaluated solely on the written response to this request for proposals. References will be contacted by the selection committee in order to provide additional background information.

A. Qualifications and municipal background experience	45%
B. General qualifications & experience of legal team	25%
C. General quality & responsiveness of proposal	10%
D. Cost proposal	<u>20%</u>
	100%

V. SELECTION PROCESS

- A. Proposals which are incomplete or submitted after the deadline will not be considered. Proposals must be original documents
- B. The Town Council, or a sub-committee thereof, will review and evaluate each submitted proposal. The top proposals will be selected and, at the Town's option, will be scheduled for an oral interview/presentation.
- C. The selected firm will be recommended to the Mayor and Town Council for approval of the proposal submitted.
- D. Once approved a professional services contract will be negotiated with the selected

firm/individual.

- E. The final negotiated contract will then be submitted to the Town Council for review and approval.
- F. The Town reserves the right to reject any or all proposals and to re-advertise for any reason the Town determines.
- G. The Town reserves the right to waive any informalities in the proposal process and shall select the proposal that most adequately meets the needs of the Town and may not be based solely on lowest cost.
- H. Proposals will be reviewed solely on the information received in the written response. The decision of the Town Council shall be final and conclusive.

VI. SUBMITTAL TIME & PLACE

- A. Proposals (10 copies) will be received by the Town Clerk until 3:00 p.m., local time on Monday, December 1, 2014. Proposals shall be directed to:

Town Clerk
Town of Florence
P.O. Box 2670
775 North Main Street
Florence, Arizona 85132

- B. All proposals shall be clearly marked "SEALED – RFP FOR MUNICIPAL LEGAL SERVICES" on the lower left corner of the mailing envelope. The Town is not responsible for the pro-opening of post opening of or the failure to open a proposal not properly addressed, identified or delivered.
- C. Only those proposals submitted by legal firms or individual attorneys that are members in good standing with the Arizona State Bar Association shall be considered.
- D. The proposal must be signed by an individual authorized to bind the respondent and shall be a firm offer for a minimum of 60 days following submittal deadline. The submission of a proposal will indicate that the proposer understands all requirements set forth in this request for proposals.
- E. The Town of Florence reserves the right to accept or reject any or all proposals received and to negotiate with qualified respondents. The recommended respondent may be required to participate in negotiations concerning the nature and extent of services to be provided.
- F. The Town reserves the right to add or delete Scope of Work items as it deems appropriate and as necessary to comply with all legal regulations and requirements. The professional fees would be adjusted accordingly. Additions or deletions shall be done in whole or proportionally negotiated between the respondent and the Town.

PROPOSAL PRICE BREAKDOWN SHEET

Town of Florence
Request for Proposals

MUNICIPAL LEGAL SERVICES

The undersigned authorized representative agrees to provide the services as requested based on the following schedule of fees:

A. Retainer (80 hours per month) \$ _____ per Month

B. Hourly billing rate (hours in excess of 80/month) \$ _____ per Hour

Firm/Individual Name: _____

Address: _____

Business Telephone: _____

Business Fax: _____

E-Mail Address: _____

Type of Organization

_____ A Corporation, organized and existing under the laws of the State of Arizona

_____ A Partnership (please list the partners) _____

_____ An Individual

Signature of authorized representative

Date

Printed Name

Date

**RESPONSE TO REQUEST FOR PROPOSALS
MUNICIPAL LEGAL SERVICES
TO
TOWN OF FLORENCE**

NAME OF PROPOSAL: Town of Florence - Legal Services

PREPARED FOR: Mayor & Town Council
Town of Florence
P.O. Box 2670
775 North Main Street
Florence, AZ 85132

SUBMITTAL DATE: Monday, December 1, 2014

SUBMITTED BY: DICKINSON WRIGHT PLLC
1850 North Central Avenue, Suite 1400
Phoenix, Arizona 85004
Tel: (602) 285-5000
Fax: (602) 285-5100
www.dickinson-wright.com

CONTACT PERSON: Fredda J. Bisman, Esq.
Tel: (602) 285-5047
Fax: (602) 285-5100
fbisman@dickinsonwright.com

DICKINSON WRIGHT^{PLLC}

**Response to Request for Proposals
Municipal Legal Services
Town of Florence**

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December 1, 2014

VIA HAND DELIVERY

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

Re: Request for Proposals for Municipal Legal Services for the Town of Florence;
Response of Dickinson Wright, PLLC

Dear Mayor and Council:

Dickinson Wright, PLLC (the "Firm")¹ is pleased to provide this Response to the Town's Request for Municipal Legal Services (the "RFP"). This letter sets forth detailed information which goes beyond the information requested in the RFP, which the Firm believes should be considered in assessing our ability to provide superior legal services to the Town. The focus of this letter is on the Firm's Phoenix office, although our access to experienced and skilled attorneys in the United States and Canada is an important attribute of the Firm's practice.

I. General Background on Dickinson Wright PLLC.

The Firm is an internationally recognized full-service North American law firm with more than 350 legal professionals operating from 13 offices in the US and Canada. The Firm's US offices are located in Detroit, Troy, Ann Arbor, Lansing, Grand Rapids and Saginaw, Michigan; Washington, D.C.; Columbus, Ohio; Phoenix, Arizona; Las Vegas, Nevada; and Nashville, Tennessee. The Firm's Canadian office is located in Toronto, Ontario.

The Firm has been providing its clients with superior client service and legal representation for more than 130 years (more than 40 years in Phoenix). We pride ourselves on being proactive and accessible and offering our clients clear and concise advice and practical solutions. The Firm's success is founded on the recognition that we must earn our reputation each and every day by continuing to deliver superior client service and results on a cost-effective basis. Simply stated, our commitment when we undertake an assignment is to provide our client with comprehensive, top quality, efficient and cost-effective legal services.

¹ References to the Firm include Dickinson Wright PLLC and Mariscal Weeks, McIntyre & Friedlander, P.A. These two law firms combined their law practices as of January 1, 2013.

The Phoenix office of the Firm currently includes approximately 62 attorneys engaged in a broad civil litigation and transactional practice. In addition, the Phoenix office alone utilizes the services of approximately 15 paralegals and has a total local staff of over 100 persons, including out-sourced (Novitex Management Services) personnel. The Phoenix office also maintains its own extensive in-house law library, a full-time messenger service; separate word processing and accounting departments, videoconference facilities, and a full-service copy center to better serve its clients.

The breadth of our practice and the capabilities of the Firm's other offices and non-Arizona attorneys, is described on our website: www.dickinsonwright.com.

While the above discussion demonstrates that the Firm is, like several others in Arizona, a fully-qualified general civil practice law firm, we regard our Firm as being unique in our ability to provide quality legal services at reasonable expense to the Town. There are several specific factors which distinguish our Firm:

- **We are leaders and acknowledged experts in our fields.** For example, Richard Friedlander and Robert Shull have contributed to several construction law publications, served as faculty on numerous legal education seminars on construction law, and are widely recognized as construction law experts in Arizona. Gary Birnbaum is recognized as an authority on eminent domain law and participated in a major revision of one chapter of Nichols on Eminent Domain, the authoritative treatise on condemnation law, and recently co-authored The American Bar Association text entitled The Law of Eminent Domain: Fifty State Survey. Anne Tiffen's expertise in the labor and employment law field is reflected by her status as an Adjunct Professor of Law, teaching Employment Law, at the Sandra Day O'Connor College of Law of Arizona State University, and her past membership on the Editorial Review Board of the Arizona Labor Letter and her contribution as an author to the Arizona Employment Law Handbook. Approximately 35 of the Firm's attorneys are listed in the The Best Lawyers in America®. In recent years, various publications have ranked the Firm among the leading firms in the State in real estate and commercial litigation, among other fields. The Best Lawyers in America® selected Mr. Birnbaum as the Phoenix, Arizona "Bet the Company Litigation" Lawyer of the Year for 2009, "Alternative Dispute Resolution" Lawyer of the Year for 2010, "Condemnation and Eminent Domain Lawyer" of the Year for 2012 and 2015; "Legal Malpractice-Defense" lawyer of the Year for 2013 and "Arbitration" Lawyer of the Year for 2014. Richard Friedlander and Steve Richman have received similar recognition in Construction Law; Jerry Gaffaney in Health Care Law; Glenn Feldman in Native American Law; Fredda Bisman in Municipal Law and Michael Rubin in Municipal Litigation.

- **We enjoy the challenge of new fields and do not charge our clients for “education” time spent.** One of the challenges (and rewards) of practicing law is that it is a constant education, and we thrive on that process. For example, although the Firm did not at the time maintain a criminal practice, we have represented Maricopa County in relation to jail overcrowding issues. The Firm also undertook the successful representation of the Navajo Nation against Peter MacDonald and other defendants, although we had little previous experience in representing Indian tribes. Most recently, we have successfully represented The Maricopa County Special Health Care District in connection with litigation and transactional work relating to a \$3 billion contract award by the Arizona Department of Health Services.
- **We are “client-oriented” in our approach to representing the Firm’s clients.** The Firm does not charge for many general information or scheduling telephone calls; we do not impose minimum charges; we do not overstaff cases with associates; we encourage weekend and evening calls from clients and we pride ourselves on our responsiveness to client needs and emergencies; we are truly a “firm” -- not a collection of attorneys with their own clients. The Town would be a client of the Firm with all of the expertise and resources of the Firm at its disposal.
- **We take great pride in our clients, and they in us.** We encourage you to contact any of our principal Arizona clients, such as the Westcor, First American Title Insurance Company, Northern Trust Bank, Vestar Development, and U-Haul International, Inc., as well as various municipalities such as the Town of Cave Creek, the City of Mesa, the City of Glendale, the Town of Queen Creek, the Town of Paradise Valley and the City of Apache Junction.
- **We bring a broad perspective to our work and refuse to allow categorization.** For example, our Firm represents both municipalities (such as Sedona, Queen Creek, Cave Creek, Mesa, Scottsdale, Chandler, Gilbert, and others listed above) and claimants against cities. We represent major title companies, as well as landowners, builders, developers, and financial institutions. We represent large health-care providers, physicians, and insurance companies, while at the same time maintaining an active personal injury practice.
- **We are innovative and are “problem solvers,” not problem creators.** We realize that clients come to us for solutions to problems, not the generation of new ones. Our satisfaction is derived from providing prompt, inexpensive solutions, even if the problem involved does not have a “pat” answer. We believe that our breadth of experience, our willingness to go beyond the “legalese” and address the real problems presented, and our dedication to serving our clients’ needs, allows us to find solutions where others may not.

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These factors, while qualitative and not easily measured, are the differences which allow certain firms to provide superior service and value to their clients. Dickinson Wright is one of those firms.

As noted above, the Firm has extensive experience representing governmental entities and is, for that reason as well, highly qualified to fulfill the Town's need for quality legal representation in all the designated areas. For example, the Phoenix office of the Firm has represented the Coconino County Board of Supervisors (in a dispute involving several school districts in that county) and the Mohave County Board of Supervisors (in a dispute with the County Courts). Members of the Firm have also represented the Maricopa County Board of Supervisors in a number of highly publicized cases, including the budget litigation with the Maricopa County Sheriff's Office. In addition, the Firm has served as trial counsel to the Maricopa County Stadium District in connection with various eminent domain proceedings arising out of the Bank One Ballpark project. Other governmental clients include (current or past) the City of Scottsdale, the City of Chandler, the City of Mesa, the City of Holbrook, the City of Tempe, the City of El Mirage, the City of Apache Junction, the City of Litchfield Park, the City of Sedona, the Town of Paradise Valley, the Town of Gilbert, the Town of Queen Creek, and the Town of Cave Creek, as well as the Maricopa Association of Governments ("MAG"). We currently represent the Maricopa County Special Health Care District on a number of pending matters.

II. Principal Attorneys.

If we are selected to provide legal services to the Town, Fredda Bisman will be the team leader, assisted by Cliff Mattice, Sam Coffman, Scott Holcomb and other attorneys, as the need arises.

III. Conclusion.

Thank you for your consideration of this Response. If you have any questions, or require additional information, please do not hesitate to contact us or refer to the Firm's website: www.dickinsonwright.com. The members of Dickinson Wright, PLLC look forward to serving as Town Attorney for the Town of Florence.

Very truly yours,

DICKINSON WRIGHT PLLC



Fredda J. Bisman

FJB:cab
Enclosures

PHOENIX 999999-7000 184808v1

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Request for Proposals – Municipal Legal Services
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QUALIFICATIONS AND EXPERIENCE IN ARIZONA MUNICIPAL LAW

Our Firm has served as Town Attorneys for the Town of Cave Creek since 1999; as Town Attorneys for the Town of Queen Creek since 2002; and as City Attorneys for the City of Holbrook since 2007. In addition we serve as General Counsel to the Maricopa Association of Governments (MAG) and as Special Counsel to various counties, special districts, transportation authorities, the State of Arizona, and various other agencies.

In our role as city/town attorneys, we attend all Council meetings and executive sessions (occasionally by telephone, at the request of the client); assist in drafting and/or reviewing agendas, ordinances and resolutions; negotiate and draft agreements for the procurement of goods and/or services; assist in all types of real estate transactions involving municipalities; provide supporting legal documentation and opinions relating to various municipal activities; and provide legal advice to the Mayor and Council, City or Town Manager, department heads and staff members. We have generally found that whether and to what extent staff can contact the Town Attorneys is determined in collaboration with the Manager. We review agendas (in particular executive session agendas) for compliance with the Open Meeting Law (OML), and provide advice regarding the OML during Town Council meetings. We also answer questions regarding the OML, conflicts of interest, and public records, and provide training on these laws at the request of our clients. Finally, we provide representation as litigators when requested and/or when authorized by the insurer for the municipality (if applicable).

We have provided our municipal clients with contract templates that cover most areas of municipal procurement (real estate, goods and services), which reduces the time (and cost) associated with negotiating and reviewing contracts.¹

Because of the broad scope of our practice, we are able to meet the needs of our municipal clients in other areas as well, including employment/personnel issues; construction contracts, request for proposals, and bid protests; and, as noted, litigation. Michael Rubin of our office has represented numerous municipal clients in litigation, including litigation of election and annexation issues. Mr. Rubin was named by The Best Lawyers in America® as Phoenix's "Municipal Litigation Lawyer of the Year" for 2015. Scott Holcomb of our office has practiced in the areas of construction law and construction law litigation for more than 25 years, and advises our municipal clients in regard to construction contracts; bid documents; the procurement process; and bid protests. Anne Tiffen and Sam Coffman of our office are experienced and highly respected employment law attorneys who advise our clients regarding a wide range of matters, including terminations, reductions in force, and claims of harassment. Fred Fathe of our office provides advice regarding real estate and other general business matters involving municipalities (including complex acquisition/financing transactions), as well as reviewing legal opinions/advice respecting our municipal practice. Kenneth Hodson of our office provides

¹ Contract templates include those for professional services, design services, architect and engineering services; construction contracts, including construction manager at risk, design-build contracts; job order contracting; and real and personal property leasing and acquisition agreements.

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QUALIFICATIONS AND EXPERIENCE IN ARIZONA MUNICIPAL LAW

advice regarding local, state and federal environmental matters. Gary Birnbaum has, at various times, been elected as the Phoenix area “Lawyer Of The Year” in “Condemnation and Land Use Law”, “Arbitration”, “Mediation”, Insurance Defense and “Bet The Company Litigation” among other areas. Finally, Christopher Kramer of our office (assisted by, among others, James Braselton) provides condemnation advice to both condemnors and condemnees as the principal focus of his practice.

Fredda Bisman is the senior attorney in our municipal practice. She served in the Scottsdale City Attorney’s Office for almost 15 years, the last five as City Attorney and head of the legal department. Since joining the Firm in September of 1999, she has continued to represent cities and towns and other public bodies. She serves, with other members of the Firm, as Town Attorney for the Town of Queen Creek, and General Counsel to the Maricopa Association of Governments (MAG), and to the Northern Arizona Intergovernmental Public Transportation Association (NAIPTA), which provides bus and paratransit services in Flagstaff and on the Northern Arizona University campus. Marlene Pontrelli was the Tempe City Attorney prior to joining the Firm. She currently serves as City Attorney for the City of Holbrook. Clifford Mattice was a deputy city attorney for the City of Tempe, and serves a similar role for our Firm’s public clients.

Finally, our Firm, in other offices located in the United States, represents other municipalities/public bodies in those states and serves as bond counsel in offerings throughout the Midwest.

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**QUALIFICATIONS AND BACKGROUND IN SERVING AS LEGAL COUNSEL
OR IN PROVIDING CONSULTING SERVICES TO MUNICIPALITIES AND
GOVERNMENT AGENCIES**

Our Firm has served as Town Attorneys for the Town of Cave Creek since 1999; as Town Attorneys for the Town of Queen Creek since 2002; and as City Attorneys for the City of Holbrook since 2007. In addition we serve as General Counsel to the Maricopa Association of Governments (MAG) and to the Northern Arizona Intergovernmental Public Authority (NAIPTA). We also serve as Special Counsel to various counties, special districts, transportation authorities, the State of Arizona, and various other agencies.

In our role as city/town attorneys, we attend all Council meetings and executive sessions (occasionally by telephone, at the request of the client); assist in drafting and/or reviewing agendas, ordinances and resolutions; negotiate and draft agreements for the procurement of goods and/or services; assist in all types of real estate transactions involving municipalities; provide supporting legal documentation and opinions relating to various municipal activities; and provide legal advice to the Mayor and Council, City or Town Manager, department heads and staff members. We have generally found that whether and to what extent staff can contact the Town Attorneys is determined in collaboration with the Manager. We review agendas (in particular executive session agendas) for compliance with the Open Meeting Law (OML), and provide advice regarding the OML during Town Council meetings. We also answer questions regarding the OML, conflicts of interest, and public records, and provide training on these laws at the request of our clients. Finally, we provide representation as litigators when requested and/or when authorized by the insurer for the municipality (if applicable).

The Firm also provides legal services to municipalities with their own in-house legal departments, as well as to county governments and to the State of Arizona (and its Departments/Commissions), including, by way of example only, the City of Glendale, the City of Scottsdale, the Town of Paradise Valley, the City of Mesa, the City of Tempe, the Town of Gilbert, the City of Flagstaff, the City of Scottsdale, and the City of Apache Junction, as well as the Industrial Commission of Arizona, the Arizona Department of Transportation and the Maricopa Integrated Health Care System (*i.e.* the Maricopa County Special Health Care District). We have served as interim counsel, land use counsel, and/or special counsel to a number of other municipalities (*e.g.*, Town of Buckeye, City of Litchfield Park, City of Sedona and the individual members of the Carefree Town Council).

Members of the Firm have represented the Maricopa County Board of Supervisors in a number of highly publicized cases, including budget litigation with the Maricopa County Sheriff's Office and class action litigation involving conditions in the County Jails and the care of the indigent seriously mentally ill in Maricopa County. The Firm's clients have also included the Coconino County Board of Supervisors and the Mohave County Board of Supervisors; the Maricopa County Superior Court; and the Maricopa County Integrated Health Services District. In addition, the Firm served as land acquisition/condemnation counsel to the Maricopa County Stadium District in connection with all eminent domain proceedings arising out of the Bank One

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**QUALIFICATIONS AND BACKGROUND IN SERVING AS LEGAL COUNSEL
OR IN PROVIDING CONSULTING SERVICES TO MUNICIPALITIES AND
GOVERNMENT AGENCIES**

Ballpark project. We have also represented the Arizona Board of Regents with respect to construction contract and condemnation issues, and were involved in efforts by the Arizona Attorney General's Office to develop a standardized contract for all state construction projects. Our representation of the State has included a range of other issues from employment disputes to land acquisition.

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PLANNING / ZONING / LAND DEVELOPMENT

Members of the Firm are actively engaged in representing individual, corporate, financial institution and governmental clients in redevelopment projects, and in eminent domain and real estate valuation disputes in a variety of different forums, under the direction of Gary L. Birnbaum.

Gary Birnbaum, James Patterson and Fred Fathe have assisted municipal clients, including Queen Creek, in negotiating and drafting complex redevelopment projects, and in selling property in redevelopment areas. The Firm has handled many other projects of note, including land acquisition for the McDowell Mountain Preserve (Scottsdale) and the Spur Cross Ranch Conservation Area (Cave Creek), expansion of Scottsdale Fashion Square, acquisition of Saddleback Mountain and surrounding areas, and preparation of development and financing grants for Chandler Fashion Mall and Flatiron Crossings (Broomfield, Colorado), among others.

The Firm's condemnation litigation practice includes, for example, representation of individual landowners, operating businesses and commercial and residential developers whose land is being condemned for highway construction and blighted area redevelopment purposes. The Firm has also represented condemning authorities (including the Maricopa County Stadium District), thereby affording its attorneys a unique opportunity to represent both condemners and condemnees.

Among the Firm's cases and accomplishments in the area of real estate valuation in recent years are the following:

- As noted, the Firm has represented the Maricopa County Stadium District in connection with approximately twenty (20) condemnation cases relating to acquisition of land for the Bank One Ballpark project.
- Two members of the Firm handled a four-week jury trial involving the condemnation of land for construction of the Northwest Outer Loop freeway. The verdict obtained on behalf of the landowner and mortgagees was, with interest, approximately \$1 million above the initial offer.
- Members of the Firm represented the City of Scottsdale in a five-day jury trial involving the taking of an improved parcel for construction of the East Couplet Roadway Project. The jury verdict was less than the City's pretrial settlement offer.
- The Firm represented the Arizona Industrial Commission in connection with condemnation actions instituted to acquire the two blocks of land upon which the Commission's headquarters building is now located in downtown Phoenix.

Among the attorneys working at the Firm are certified real estate specialists, a licensed real estate salesperson, and a registered civil engineer.

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**GENERAL QUALIFICATIONS AND BACKGROUND
OF DICKINSON WRIGHT PLLC**

The Firm is a widely recognized full-service North American law firm with more than 350 legal professionals operating from 13 offices in the U.S. and Canada. Our U.S. offices are located in Detroit, Troy, Ann Arbor, Lansing, Grand Rapids and Saginaw, Michigan; Washington, D.C.; Columbus, Ohio; Phoenix, Arizona; Las Vegas, Nevada; and Nashville, Tennessee. Our Canadian office is located in Toronto, Ontario.

The Firm has been providing its clients with superior client service and legal representation for more than 130 years. We pride ourselves on being proactive and accessible and we offer our clients clear and concise advice and practical solutions. Our success is founded on the recognition that we must earn our reputation each and every day by continuing to deliver superior client service and results on a cost-effective basis. Simply stated, our commitment when we undertake an assignment is to provide our client with comprehensive, top quality, efficient and cost-effective legal services.

The Phoenix office of the Firm currently includes approximately 62 attorneys engaged in a broad civil litigation and transactional practice. In addition, the Phoenix office alone utilizes the services of approximately 15 paralegals and has a total local staff of over 100 persons, including out-sourced (Novitex Management Services) personnel. The Phoenix office also maintains its own extensive in-house law library, a full-time messenger service, separate word processing and accounting departments, and a full-service copy center to better serve its clients.

More than half of the attorneys associated with the Firm's Phoenix office practice in the area of litigation with special emphasis upon construction, real estate and land use, title and escrow litigation, eminent domain proceedings, insurance and professional liability defense, employment litigation, and complex commercial litigation, including securities, antitrust and racketeering actions. The Firm has particular expertise in construction, employment, real estate-related and eminent domain litigation, and has served as counsel in connection with a number of cases which have resulted in significant appellate decisions.

The Firm also has an active transactional practice, with a historical focus upon construction-related contracts and transactions, real estate acquisition and sale, development, leasing, syndication and financing transactions. Members of the Firm practice in the areas of tax and bankruptcy law, in addition to various other fields generally subsumed within the categories "commercial transaction practice" and "commercial litigation."

The breadth of our practice and the capabilities of the Firm's other offices and non-Arizona attorneys, is described on our website: www.dickinsonwright.com.

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PRIMARY CONTACTS WITHIN DICKINSON WRIGHT, PLLC

Below is the contact information for Fredda Bisman and Cliff Mattice, the primary contacts for this RFP. We will provide the Town with cell phone and other contact information for all attorneys who work on projects for the Town.

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Phoenix, Arizona 85004-4568
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Clifford L. Mattice
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PREVIOUS EXPERIENCE SERVING MUNICIPAL GOVERNMENTS

Please See Tab 3

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PROFILES OF PRINCIPAL ATTORNEYS

Fredda J. Bisman, MEMBER

602.285.5047 | FBisman@dickinson-wright.com

Fredda serves as principal attorney for the Town of Queen Creek and as General Counsel for the Maricopa Association of Governments (MAG) and the Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA). She provides legal services on a project basis to municipalities with in-house legal departments on a variety of matters, including land use, elections, open meetings and public records. She represents individual and corporate clients in their dealings with local governments on real estate and land use matters. She lectures frequently on topics including the Arizona Open Meeting Law, Conflicts of Interest and Public Records Law.

Gary L. Birnbaum, MEMBER

602.285.5009 | GBirnbaum@dickinson-wright.com

Gary has been the Managing Director of Mariscal, Weeks, McIntyre & Friedlander, P.A., and a senior litigation attorney with the firm. Gary has significant experience in all aspects of complex commercial, real estate, insurance and eminent domain litigation and has served as the leader of transaction teams involved in the acquisition and sale of major hospital facilities, the purchase and financing of a national sports franchise, and many other significant business and real estate transactions. Gary is also an experienced arbitrator and mediator of commercial disputes and has been a member of the National Panel of Arbitrators of the American Arbitration Association for more than twenty years.

Clifford L. Mattice, MEMBER

602.889.5353 | CMattice@dickinson-wright.com

Clifford's practice covers all aspects of municipal law, zoning, land use, open meeting law, public records and government entitlements. He has extensive experience with municipal zoning and subdivision regulations, development agreements and communication with elected and appointed officials in the development entitlement process. Over the last 20 years, he has worked with planning departments, building code officials, City Councils, Planning Commissions, Boards of Adjustment, regulatory and advisory boards, neighborhood groups and the development community. Clifford provides specialized services on a project basis to municipalities with in-house legal departments on a variety of matters and provides general counsel services to the Town of Cave Creek, the Town of Queen Creek, and the City of Holbrook.

Scott A. Holcomb, MEMBER

602.285.5028 | SHolcomb@dickinson-wright.com

Scott's practice focuses on representation of public entities, construction and real estate documentation and claims, as well as commercial litigation, with emphasis on government contracts, real estate, and construction related disputes; however, his practice spans nearly all aspects of commercial litigation. Scott has been involved in cases relating to public bid protests, property rights, contractor and real estate licensing, escrow agent and broker liability and claims, computer systems and software, insurance defense and coverage issues, bond claims, easements, enforcement of CC&Rs, business partnerships, businesses aspects of domestic relations cases, constitutional rights, and title insurance, to name a few areas. He has also drafted bid packages, contracts, and contract templates for public and private construction, for developers, contractors, municipalities, and other government entities.

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PROFILES OF PRINCIPAL ATTORNEYS

David J. Ouimette, MEMBER

602.285.5043 | DOuimette@dickinson-wright.com

David practices in the area of complex commercial litigation, including real estate, land use, securities, professional liability, business torts, property and casualty insurance, liability insurance, title insurance, and general corporate and business disputes. He also has experience in litigation of issues regarding public utilities, employment termination, lender liability, municipal law, administrative law, Indian law, taxation and commerce, and landlord-tenant disputes.

Fred C. Fathe, MEMBER

602.285.5012 | FFathe@dickinson-wright.com

Fred has practiced extensively in all real estate transactional practice areas; banking (primarily real estate and corporate finance); corporate acquisitions; and in Uniform Commercial Code matters. He is a Certified Specialist, Real Property Law, State Bar of Arizona Board of Legal Specialization. Fred has been actively involved with real property acquisition and development, including acquisition and sales of both unimproved and improved property; real property master- and development planning; major leasing transactions; real property financing transactions; and advising banks and other institutions (both in Arizona and out-of-state) regarding structuring of Arizona real property lending transactions, foreclosures and loan modifications.

James T. Braselton, MEMBER

602.285.5024 | JBraselton@dickinson-wright.com

James practice emphasizes real estate related litigation, with a particular focus on eminent domain, land use and property ownership disputes. In addition, James has substantial experience (in both a litigation and non-litigation context), in a variety of real estate valuation matters and municipal law. He began a career as a civil engineer during which he practiced both as a private consultant and in the public sector with the Arizona Department of Water Resources. During his private engineering practice tenure, he obtained registration as a professional engineer in Arizona and Illinois.

Michael S. Rubin, MEMBER

602.285.5008 | MRubin@dickinson-wright.com

Michael focuses his practice on appellate consulting alternative dispute resolution complex and commercial litigation construction law practice environmental law personal injury, insurance defense and professional liability sports law title insurance and escrow litigation. Michael has been Mariscal Weeks Chair of commercial litigation practice group; Chair of firm Ethics Committee.

D. Samuel Coffman, MEMBER

602.285.5029 | DCoffman@dickinson-wright.com

Samuel practices primarily in the area of employment law. His employment practice includes the representation of private businesses, tribal entities, including casinos and telephone companies, and municipalities. Samuel's practice emphasizes advising and defending employers in employment related law and litigation. His experience includes: conducting investigations; handling discrimination charges; and defending all types of employment-related litigation in state, federal and tribal courts.

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FIRM'S REPRESENTATIVE CLIENTS/REFERENCES

Firm's representative public client contacts:

Vincent Francia, Mayor
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FIRM'S REPRESENTATIVE CLIENTS/REFERENCES

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FIRM'S REPRESENTATIVE CLIENTS/REFERENCES

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CONFLICT OF INTEREST STATEMENT

1) **Has your firm/individual ever served as a defense attorney in the Magistrate Court of the Town of Florence?**

Yes No

2) **Has your firm/individual ever represented a client in a legal action against the Town of Florence?**

Yes No

3) **Is there any other conflict, or potential conflict, involving you or your firm/individual of which the Town should be aware?**

Yes No

This statement is to advise the Town of the nature of the representation in matters in which the Firm represents clients who are adverse to the Town, and the areas in which the interests of one or more of the Firm's current clients is or may be adverse to the Town.

I. Known Conflicts.

The Firm is not aware of any current conflicts of interest with the Town.

II. Continuing Representation.

From time to time members of the Firm represent landowners and private developers in development agreements and other development matters to which the Town is or may be a party. Except as specifically identified above we are not aware of any such representation at the current time.

Members of the Firm represent a number of landowners in eminent domain cases and private developers in development agreements and lease transactions to which the Town is or may be a party. In the event that the Firm is retained to represent the Town, the Firm would expect to continue such representation and would require the Town's consent to continue to do so.

In the event that the Firm is asked to represent the Town in a particular matter, we will conduct a case-specific conflict check, and seek, if appropriate, waivers from clients whose interests are adverse to the Town prior to accepting the representation.

CONFLICT OF INTEREST STATEMENT

The Firm represents a real property owner in matters involving annexation proceedings by the Town of Florence. This representation is ongoing

III. Procedures Followed to Identify and Resolve Conflicts.

The Firm enters the names of potential new clients and adverse and interested parties into a computer program that identifies matters regarding such individuals and entities, in which the Firm has been involved. When a possible conflict is identified, the Firm determines whether the conflict may be waived, pursuant to the Rules of Professional Conduct. Our ethics committee is called upon to assist in this determination where appropriate. Finally, for those potential conflicts that are deemed “waivable,” the matter is discussed with the parties, to determine whether they are willing to waive the conflict. Where appropriate, the conflicting representation is declined.

**PROPOSAL PRICE BREAKDOWN SHEET
AND LISTING OF ADDITIONAL EXPENSES**

Town of Florence
Request for Proposals

MUNICIPAL LEGAL SERVICES

The undersigned authorized representative agrees to provide the services as requested based on the following schedule of fees:

- A. Retainer (80 hours per month) \$15,000 per Month
- B. Hourly billing rate (hours in excess of 80/month) \$275 per Hour
- C. Professional Fees and Disbursements - All costs and other disbursements for outside services not specified herein shall be billed at actual cost. All copying charges shall be billed at no more than twenty cents (\$.20) per page, which may include an allocation of the Firm's overhead and thus exceed actual cost. To the extent practical, large photocopying tasks will be sent out to an outside copy service in an effort to further reduce photocopying costs. On-line database retrieval charges (i.e., Lexis, Westlaw, CompuServe, Dialogue, etc.) shall be billed at actual cost or the Firm's best approximation thereof in the absence of per copy or permanent charges based upon actual time of use. The Firm may charge for outgoing facsimile services (not to exceed fifty (\$.50) per page, an amount estimated to cover the Firm's direct and indirect costs associated with such services.

Firm/Individual Name: Dickinson Wright PLLC/Fredda J. Bisman

Address: 1850 N. Central Avenue, Suite 1400

Phoenix, AZ 85004

Business Telephone: (602) 285-5047

Business Fax: (602) 285-5100

E-Mail Address: fbisman@dickinsonwright.com

Type of Organization

A Corporation, organized and existing under the laws of the State of Arizona

A Partnership (please list the partners) _____

An Individual _____

Sherry B. Bismar

Signature of authorized representative

12/1/14

Date

Fredda J. Bismar

Printed Name

12/1/14

Date

TOWN OF FLORENCE
 Request for Proposals – Municipal Legal Services
 Response of Dickinson Wright PLLC

**SUPPLEMENTARY DATA RE: ATTORNEYS IN FIRM WITH
 EXPERIENCE RELEVANT TO TOWN'S AREAS OF INTEREST**

Practice Area	Attorney Name	Years	Percentage of Practice Devoted to Litigation in This Area
<u>Personal Injury/Tort Litigation (Including Police Liability)</u>	Bradley A. Burns	1	10
	Gerald Gaffaney*	39	10
	Denise H. Troy	10	20
	Frederick M. Cummings	30	80
	Michael J. Plati	16	15
	Scot L. Claus	21	20
<u>Employment Law</u>	Anne L. Tiffen*	33	50
	D. Samuel Coffman	25	50
	David J. Bray	22	30
	Denise H. Troy	23	10
	Gary Birnbaum	20	2
	Nicole F. Bergstrom	6	15
<u>Construction / Road Design Redevelopment Law</u>	Charles S. Price	10	40
	David N. Ferrucci	3	7
	Denise H. Troy	23	70
	J. Gregory Cahill	15	90
	James H. Patterson	20+	20
	James S. Rigberg	20	25
	Michael S. Rubin	10	5
	Richard F. Friedlander	40+	70
	Robert A. Shull	40	20
	Robert Brown	10	30
	Scott A. Holcomb	30	70
	Stephen E. Richman*	30+	70
Todd A. Baxter	7	70	
<u>General Municipal Liability</u>	Andrew L. Pringle	37	50
	Bradley A. Burns	1	10
	Cliff Mattice	20	10

* Indicates attorney with Supervisory Responsibility in each area.

TOWN OF FLORENCE
 Request for Proposals – Municipal Legal Services
 Response of Dickinson Wright PLLC

**SUPPLEMENTARY DATA RE: ATTORNEYS IN FIRM WITH
 EXPERIENCE RELEVANT TO TOWN'S AREAS OF INTEREST**

Practice Area	Attorney Name	Years	Percentage of Practice Devoted to Litigation in This Area
	David J. Ouimette	20	5
	Fredda J. Bisman	33	80
	Gary L. Birnbaum*	25+	25
	James S. Rigberg	10	5
	James T. Braselton	20	5
	Marlene Pontrelli	17	5
	Michael R. Scheurich	34	10
	Michael S. Rubin	15	15
	Robert A. Shull	40	50
	Scott Claus	21	10
	Scott Holcomb	20	20
	Victoria L. Orze	10	10
	Andrew L. Pringle	34	10
	David J. Ouimette	25	5
	James T. Braselton	20+	5
<u>Water / Environmental Law</u>	Kenneth A. Hodson*	30	10
	Michael S. Rubin	5	0
	Nicole F. Bergstrom	1	10
	Fredda J. Bisman	26	25
	Gary L. Birnbaum*	38	25
<u>Eminent Domain/Planning/ Land Use/ Redevelopment</u>	Michael S. Rubin	20	10
	James T. Braselton	28	50
	Anne L. Tiffen	15	50
	Bradley A. Burns	1	10
	Charles H. Oldham	10	10
<u>Civil Appeals</u>	Charles S. Price	30	10
	David J. Ouimette	30	15
	David N. Ferrucci	4	15
	Gary L. Birnbaum*	38	10
	James S. Rigberg	15	15

* Indicates attorney with Supervisory Responsibility in each area.

TOWN OF FLORENCE
Request for Proposals – Municipal Legal Services
Response of Dickinson Wright PLLC

**SUPPLEMENTARY DATA RE: ATTORNEYS IN FIRM WITH
EXPERIENCE RELEVANT TO TOWN'S AREAS OF INTEREST**

Practice Area	Attorney Name	Years	Percentage of Practice Devoted to Litigation in This Area
	James T. Braselton	25	5
	Leonce A. Richard	28	5
	Michael J. Plati	16	15
	Michael R. Scheurich	30	20
	Michael S. Rubin	25	10
	Nicole Bergstrom	6	10
	Scot Claus	21	10
	Scott Holcomb	26	5
	Victoria L. Orze	27	5

* Indicates attorney with Supervisory Responsibility in each area.

TOWN OF FLORENCE
Request for Proposals – Municipal Legal Services
Response of Dickinson Wright PLLC

CONTRACT FOR LEGAL SERVICES
TOWN OF FLORENCE

THIS CONTRACT is made and entered into on this _____ day of _____, 2014, by and between the Town of Florence, an Arizona municipal corporation, hereinafter called "**Town**", and the law firm of Dickinson Wright PLLC, 1850 North Central Avenue, Suite 1400, Phoenix, Arizona 85004, hereinafter called "**Counsel**."

Town having determined it to be in its best interest to contract with attorneys not in its employ who, by experience and training, are qualified to assist Town by providing non-litigation and litigation legal services to Town in matters of concern to Town such as are customarily provided by a Town Attorney.

Town having satisfied itself as to the qualifications of Counsel as named above,

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

1. Scope of Service and Representation. Counsel agrees to provide legal services to Town, including but not limited to advice to the Mayor, Town Council and various departments of the Town. Such legal services shall be carried out in cooperation with the Town Manager, and may at the request of the Town also include advising various departments, boards, commissions and committees of the Town, conducting legal research, preparation of pleadings, legal memoranda, briefs and appearances in court representing the Town. No major decisions regarding the resolution of the legal issues or litigation in whole or in part shall be made without the prior approval of the Town Manager and/or Mayor and Council, as appropriate. All offers of compromise made by plaintiff(s) shall be promptly transmitted to Town, together with Counsel's recommendations. Town will be responsible for obtaining proper authority to accept a compromise or for obtaining authority to make a counteroffer. No appeals will be taken from judgments in any litigation without prior approval of Town.

2. Advice and Status Reporting. Counsel shall provide Town with timely advice of all significant developments arising during performance of their services hereunder orally or in writing, as Counsel consider appropriate. Counsel shall provide copies of all significant pleadings and other documents prepared by Counsel, including research memoranda prepared by Counsel, to the Town Manager and/or Council, as appropriate.

3. Town agrees to pay Counsel for services rendered hereunder at a monthly "Retainer" rate of \$15,000.00 for all attorneys not in excess of 80 hours per month.

TOWN OF FLORENCE
Request for Proposals – Municipal Legal Services
Response of Dickinson Wright PLLC

For all attorneys' services in excess of the monthly Retainer (in excess of 80 hours per month) for all matters, Town agrees to pay Counsel an hourly rate of \$275.00 for all attorneys. Town agrees to pay Counsel for services performed by paralegals/legal assistants at an hourly rate of \$90.00 and for services performed by law clerks, an hourly rate of \$80.00. Compensation paid to Counsel is on an all-inclusive basis and includes all taxes and other related cost factors associated with providing the services described in this Contract. Such fees and expenses shall be billed on a monthly basis and paid by Town within forty five (45) days of receipt, unless otherwise agreed by Counsel.

4. Billing Procedures. In addition to the billing procedures set forth elsewhere in this Contract, Counsel shall follow these billing procedures:

A. "Unit billing" shall not be done. Counsel shall bill only for actual time spent on a task, and all charges shall be itemized by tenths of an hour.

B. Secretarial or word processing time shall not be billed (e.g., preparation of documents which are computerized or on a form, such as subpoenas, notices of deposition, independent medical examinations, medical authorizations, trial notices, uniform interrogatories, and requests to produce); only the actual time spent by the attorney reviewing, revising or drafting such documents shall be billed.

C. Whenever possible, attorneys shall minimize time spent consulting with one another and agree to use their best efforts to minimize the costs of the legal representation to Town.

D. All consultants, experts and subcontractors (collectively, "**Consultants**") engaged by Counsel or Town to provide services for Town in connection with Counsel's performance of this Contract, and the use and extent of those services, shall be approved by the Town prior to such Consultants providing the services to Counsel on behalf of Town.

5. Reimbursement for Expenses. In addition to Counsel's fees for services, the Town will be responsible for all out-of-pocket disbursements that Counsel incurs on the Town's behalf. These additional billings may include charges for recording and filing fees, photocopying, long distance telephone charges, Federal Express and other delivery services, expert fees, investigative expenses, appraisers, appraisal reports, travel expenses, as well as any other costs incurred in connection with the case representation. Postage will be billed monthly as it is incurred. Facsimile transmissions will be billed at the rate of fifty cents (\$.50) per page. Photocopying, delivery services, long distance telephone calls, and similar services and charges will be charged at the rate ordinarily charged by Counsel to its clients. These rates generally include an "overhead" charge or a "markup" above the actual

TOWN OF FLORENCE
Request for Proposals – Municipal Legal Services
Response of Dickinson Wright PLLC

costs Counsel pays for such services, in order to cover the additional indirect costs of providing such services. Under certain circumstances, Town may be required to pay certain of these expenses directly to the entity/person supplying the service and may also be required to make Town's own arrangements for payment of certain of these costs and expenses. Bills for such costs and expenses are due and payable within thirty (30) days after the statement date.

6. Notices. When notice or correspondence is required to be sent to Town, it shall be sent to the Town Manager below:

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

Should the Contract Administrator change, this Contract will be amended in writing and Counsel will be notified.

7. Conflict of Interest. Counsel presently has no interest in any matter that may be adverse to Town that has not been disclosed to Town. Counsel shall not acquire an interest in any matter which will render the services required under the provisions of this Contract a violation of any applicable state, local, or federal law. In the event that any conflict of interest should nevertheless hereinafter arise, Counsel shall promptly notify Town of the existence of such conflict of interest so that Town may determine whether to consent to Counsel's continued representation.

8. Maintenance of Records. In compliance with Town's standard procedure, all work performed in connection with this Contract shall be subject to audit. Counsel shall maintain all books, documents, papers, accounting records, and other evidence pertaining to time billed and to costs incurred on a particular lawsuit or other representation, and to make such materials available at their offices at all reasonable times during the Contract period and for at least three (3) years from the date of final payment for inspection by Town or any authorized representatives of Town, and copies thereof shall be furnished, if requested, at Town's expense.

9. Insurance. Without limiting any of its obligations, Counsel, at Counsel's own expense, shall purchase and maintain the following described minimum insurance with companies duly authorized to do business in the state of Arizona, with policies and forms reasonably satisfactory to Town.

TOWN OF FLORENCE
Request for Proposals – Municipal Legal Services
Response of Dickinson Wright PLLC

Prior to commencing work under this Contract, Counsel shall furnish Town Certificates of Insurance, as evidence that policies providing the coverage, conditions, and limits required by this Contract are in full force and effect. Such Certificates shall identify the Town and shall provide for not less than thirty (30) days advance notice to Town of any notice of cancellation, termination, or material alteration.

Commercial General Liability. Commercial general liability insurance with a limit of not less than One Million Dollars (\$1,000,000.00) for each claim and with a Three Million Dollars (\$3,000,000.00) annual aggregate limit. The policy shall be primary, and include coverage for bodily injury, broad form property damage, personal injury and products/completed operations.

Automobile Liability. Commercial/business automobile liability insurance with a combined single limit for bodily injury and property damage of not less than One Million Dollars (\$1,000,000.00), each occurrence with respect to Counsel's owned, hired, and non-owned vehicles assigned to or used in the performance of Counsel's work.

Workers' Compensation. Workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Counsel's employees engaged in the performance of the work, and employer's liability insurance of not less than One Million Dollars (\$1,000,000.00) for each accident.

Professional Liability Insurance. Counsel will maintain professional liability insurance covering errors and omissions arising out of the work or services performed by Counsel or any person employed by Counsel, with a limit of not less than One Million Dollars (\$1,000,000.00) per claim and an annual aggregate limit of Three Million Dollars (\$3,000,000.00).

10. Independent Contractor Status. The services Counsel provides under the terms of this Contract to Town are that of an independent contractor, not an employee. Town will report the value paid for these services each year to the Internal Revenue Service ("IRS") using Form 1099. There shall be no withholding for income tax deducted from contractual payments due Counsel under this Contract.

11. Non-Assignment. Services covered by this Contract shall not be assigned or delegated in whole or in part without the prior written consent of the Town.

12. Choice of Law. This Contract shall be governed and interpreted according to the internal substantive laws of the State of Arizona without reference to conflicts of laws principles. Any action or proceeding arising out of this Contract shall

TOWN OF FLORENCE
Request for Proposals – Municipal Legal Services
Response of Dickinson Wright PLLC

be governed exclusively by the laws of the State of Arizona. Jurisdiction and venue for all disputes shall be in the Superior Court for Maricopa County, Arizona.

13. Term of Contract. The Term of this Contract shall be _____ (__) year(s), commencing on _____, 20____, and terminating unless renewal as provided herein, on _____, 20____.

14. Renewal. Upon mutual agreement of Town and Counsel, this Contract may be renewed for up to [specify number of years] additional one-year periods, each period to begin on July 1 (the "**Renewal Date**") and end on June 30 of the following year.

If either Town or Counsel does not wish to renew this Contract preceding the Renewal Date, in such case this Contract will terminate on _____, at 11:59 p.m. Mountain Standard Time ("**MST**") following delivery of the notice of non-renewal.

Counsel must notify Town in writing no later than _____, of price increases Counsel wishes to implement for the new contract year to begin on _____. Town will consider the proposed price increases and notify Counsel in writing no later than _____ that the proposed price increases have been adopted or rejected.

15. Entire Agreement. This Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, and no representations or agreements, oral or written, made prior to its execution shall vary or modify the terms herein.

16. Amendments. Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after being signed by duly authorized representatives of both parties to this Contract. Should there be a change in the Contract Administrator, however, Town will only need to notify Counsel in writing.

17. Severability. Should any part of this Contract be declared in a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Contract, which shall continue in full force and effect, provided that the remainder of this Contract, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.

18. Termination. Town or Counsel may terminate this Contract upon giving sixty (60) days written notice for convenience or cause. Counsel's failure to comply with any of the conditions of this Contract, or if Counsel's failure to provide

TOWN OF FLORENCE
Request for Proposals – Municipal Legal Services
Response of Dickinson Wright PLLC

satisfactory services, as judged by the Town Manager or Town Council, and Counsel's failure to provide Town, upon request, reasonable assurance of future performance, shall be causes allowing Town to terminate this Contract.

19. A. Compliance with Federal Immigration Laws and Regulations. Pursuant to the provisions of A.R.S. § 41-4401, Counsel warrants to Town that Counsel is in compliance with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. § 23-214(A). Counsel acknowledges that a breach of this warranty by Town is a material breach of this Contract subject to penalties up to and including termination of this Contract. Town retains the legal right to inspect the papers of any employee of Counsel who works under this Contract to ensure compliance with this warranty.

Town may conduct random verification of the employment records of Counsel to ensure compliance with this warranty.

Town will not consider Counsel in material breach of the foregoing warranty if Counsel establishes that it has complied with the employment verification provisions prescribed by 8 USCA § 1324(a) and (b) of the Federal Immigration and Nationality Act and the e-verify requirements prescribed by Arizona Revised Statutes § 23-214(A).

The provisions of this Section must be included in any contract Counsel enters into with any and all of its sub-consultants who provide services under this Contract or any subcontract.

B. Cancellation. Town may cancel this Contract, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Contract on behalf of Town or any of its departments or agencies is, at any time while this Contract or any extension of this Contract is in effect, an employee of Counsel in any capacity, or a consultant to Counsel with respect to the subject matter of this Contract. The cancellation shall be effective when written notice from Town is received by all other parties to this Contract, unless the notice specifies a later time (A.R. S. § 38-5 11).

20. No Advice Regarding This Contract. Counsel is not acting as Town's attorney in advising the Town with respect to this Contract, as Counsel would have a conflict of interest in doing so. If the Town wishes to be advised regarding this Contract, then Town shall consult with independent counsel of the Town's choice.

TOWN OF FLORENCE
an Arizona municipal corporation,

By: _____

TOWN OF FLORENCE
Request for Proposals – Municipal Legal Services
Response of Dickinson Wright PLLC

Its: _____

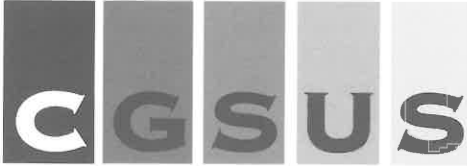
DICKINSON WRIGHT PLLC

By: _____
Fredda Bisman, Member

SAMPLE CONTRACT



Name of Proposal: Town of Florence – Legal Services
Prepared for: Mayor & Town Council, Town of Florence
Submittal date: December 1, 2014
Submitted by: Curtis, Goodwin, Sullivan, Udall & Schwab, P.L.C.
Address: 501 East Thomas Road
Phoenix, Arizona 85085
Contact Person: Susan D. Goodwin
Phone: (602) 393-1700
Fax: (602) 393-1701



MICHAEL A. CURTIS
SUSAN D. GOODWIN
WILLIAM P. SULLIVAN
LARRY K. UDALL
KELLY Y. SCHWAB
PHYLLIS L. N. SMILEY
TRISH STUHAN
PATRICIA E. RONAN, *Of Counsel*
JOSEPH F. ABATE, *Government Affairs/Of Counsel*

501 East Thomas Road
Phoenix, Arizona 85012-3205

December 1, 2014

Tel: (602) 393-1700

Fax: (602) 393-1703

cgsuslaw.com

Ms. Lisa Garcia, Town Clerk
Town of Florence
P.O. Box 2670
775 North Main Street
Florence, Arizona 85132

Re: Request for Proposals – Municipal Legal Services

Dear Ms. Garcia:

The law firm of Curtis, Goodwin, Sullivan, Udall & Schwab, P.L.C. (“Firm”) is pleased to submit the enclosed proposal to furnish legal services to the Town of Florence.

This firm currently serves as City or Town Attorney for the City of Litchfield Park, the Town of Wickenburg, the Town of Youngtown, the Town of Clifton, the Town of Miami, the Town of Chino Valley, the Town of Oro Valley, the Town of Dewey-Humboldt and the Town of Quartzsite. We serve as Special Counsel to the Town of Gilbert, and we served as Town Attorney to Gilbert for thirty years. We serve as General Counsel to The League of Arizona Cities and Towns. We also provide legal services to a number of other Arizona municipalities on special projects and to public utilities, water companies, and special taxing districts.

Areas of specialization include planning, zoning and development issues (including development agreements), open meeting law, conflict of interest, public records, ordinance preparation, contract preparation (including development agreements and intergovernmental agreements), construction, elections and campaign finance law, land use, annexations, civil rights, civil litigation, code compliance, employment, police and fire, community facilities districts, and water and utility matters. Susan D. Goodwin is often a speaker at legal seminars on land use issues.

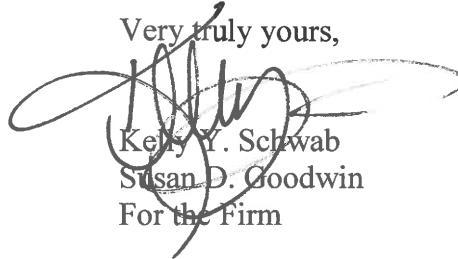
The Firm will be listed in the 2015 edition of Best Lawyers in the U.S. Susan D. Goodwin will be listed in the 2015 edition of Best Lawyers in the area of Municipal Law.

Ms. Linda Garcia, Town Clerk
December 1, 2014
Page 2

We would appreciate the opportunity to provide legal services to the Town of Florence.

I am the person to contact in the event questions arise and can be reached at (602) 393-1700. In addition, we invite you to visit our Website at www.cgsuslaw.com.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Kelly Y. Schwab', with a large, sweeping flourish extending to the right.

Kelly Y. Schwab
Susan D. Goodwin
For the Firm

SDG/mjw

Enclosures: Proposal (10 copies)

#210407

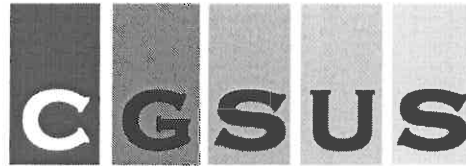


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1. Qualifications and Background Experience
2. Team Member Profiles/Résumés
3. References
4. Additional Requested Information
5. Proposal Price Breakdown Sheet
6. Sample Contract

RESUME OF THE FIRM

CURTIS, GOODWIN, SULLIVAN, UDALL & SCHWAB, P.L.C.

MUNICIPAL LAW - GENERAL

Attorneys of the Firm understand the real needs of municipalities because collectively they have served municipalities in all areas for over one hundred years.

General Counsel: Attorneys of the Firm served as General Counsel for the Town of Gilbert for 30 years. Last year Gilbert hired in-house counsel, but we continue to work extensively with the Town. Attorneys of the Firm have also served as General Counsel for the City of Litchfield Park since 1990, for the Town of Wickenburg since 1998, for the Town of Youngtown since 2003, for the Town of Clifton since 2005, for the Town of Miami since January 2010, for the Town of Dewey-Humboldt since January 2011, for the Town of Quartzsite since March 2013 (previously served as Special Counsel), for the Town of Chino Valley since March 2013, and for the Town of Oro Valley since May 2013. Additionally, the Firm serves as special counsel to the Towns of Sahuarita, Queen Creek, Payson and Paradise Valley and the City of Mesa for special projects. Attorneys of the Firm previously served as General Counsel for the City of Apache Junction, the Town of Cave Creek and the Town of Jerome. In its capacity as General Counsel, at Council meetings the Firm addresses legal questions related to agenda items, open meeting law, conflicts of interest, referendum and election concerns, public funding, ordinance and contract issues and other matters. The Firm regularly conducts staff meetings with departments and provides advice on legal issues.

Ordinances and Resolutions: Attorneys of the Firm prepare ordinances and resolutions on a regular basis and have participated in the wholesale revision of several municipal codes, including for the Town of Gilbert, the City of Litchfield Park and the Town of Clifton.

Employment and Labor Law and/or Personnel Issues and Litigation: The Firm advises its municipal clients on legal issues related to the hiring, training, employment and termination of personnel. The Firm has extensive knowledge of Arizona and federal employment laws, such as the Fair Labor Standards Act, Americans with Disabilities Act, Family Medical Leave Act, the Employer Sanctions Act, employee drug and alcohol testing laws, employee benefits, and liabilities and immunities for employee actions. We have conducted internal investigations for the Town of Gilbert, the Town of Wickenburg, the Town of Youngtown, the City of El Mirage and the City of Litchfield Park. We regularly work with municipalities to update personnel policies.

Contracts: The Firm's attorneys regularly prepare and review municipal contracts, including intergovernmental agreements, development agreements, construction contracts, architect/engineering services contracts, independent contractor agreements, purchase of equipment, real estate purchase contracts, leases, landscaping and maintenance contracts.

Planning, Zoning, Real Estate, Development and Land Use Issues and Litigation: The Firm is experienced in all aspects of planning and zoning law and its attorneys have extensive experience in advising municipal staff on legal issues related to zoning, working with Planning and Zoning Commissions, and preparing re-zoning ordinances and Zoning Code provisions. The Firm is knowledgeable about the Fair Housing Act, the Religious Land Use and Institutionalized Persons Act, the Telecommunications Act, the Arizona Free Exercise of Religion Act, the Private Property Act, and other federal and state laws impacting local zoning decisions.

The Firm's experience in real estate transactions includes purchase and condemnation of properties for redevelopment districts, improvement districts, municipal facilities, and public rights-of-way. The Firm also has experience in assemblage of properties and financing. The Firm has processed over 100 acquisitions for right of way and public infrastructure for the Town of Gilbert.

Police Advisory: The Firm provides legal advice to police departments and assists municipalities in the conduct of internal investigations and training.

Public Utility Law: The Firm is experienced in rendering advice regarding municipal-owned utilities, including creating processes for collecting unpaid utility bills. The Firm represents water, wastewater and electric utilities throughout Arizona, including private water companies, irrigation districts, electric power cooperatives, electrical districts, sanitary districts, community facilities districts and municipalities. The Firm has negotiated several utility franchises on behalf of municipalities and utilities involving water, gas, electric and/or sewer service. Attorneys of the Firm represent utilities and interveners in Corporation Commission proceedings, including rate-increase cases. Attorneys of the Firm helped create and develop consumer-owned electric utility systems and their power supply programs. The Firm represents its clients before the Arizona Power Authority (APA), the Arizona Department of Water Resources (ADWR), the Western Area Power Administration (WAPA), the Department of Energy (DOE) on utility matters, and the Federal Energy Regulatory Commission (FERC) on wholesale rate matters. Michael Curtis serves as Executive Secretary of an association of approximately 20 municipal and cooperative electric utilities, known as the Arizona Municipal Power Users Association.

Elections and Voting Rights Law and Litigation: The Firm regularly advises the Firm's municipal clients on election issues and the Voting Rights Act. The Firm is experienced in processing and bringing to conclusion campaign finance law violation complaints.

Improvement Districts: Attorneys of the Firm have worked with municipalities to form numerous special improvement districts, including Improvement District No. 11 in Gilbert, which was at the time the largest improvement district in the State. Since then, attorneys of the Firm have worked to create Improvement Districts No. 16, 18, 19 and 20 in Gilbert. The Firm also provides assistance in the creation of Streetlight Improvement Districts for municipalities in Arizona. The Firm also assisted with the creation of community facilities districts in the City of Litchfield Park and the Town of Youngtown.

Construction Management: The Firm assisted with the creation of a program for construction project management for the Town of Gilbert. The Firm regularly consults with its municipal clients on construction management of public works and parks and recreation construction projects. Attorneys in the Firm have experience with the alternative procurement methods authorized for municipalities (design-build, construction manager-at-risk and job-order-contracting). Attorneys of the Firm have helped negotiate settlement of construction delay/cost overrun claims in numerous cases.

Franchises and Telecommunications Licenses: Attorneys of the Firm have prepared numerous licenses for telecommunications providers to use public rights-of-way and many site leases for use by telecommunications providers of municipal facilities for siting antennas. We keep up to date on developments in telecommunications law, including the recent FCC ruling related to deadlines. Attorneys of the Firm have negotiated several utility franchises on behalf of municipalities and utilities involving water, gas, electric, and/or sewer service.

Litigation:

Attorneys of the Firm successfully litigated matters in Arizona courts, United States District Court and the Ninth Circuit Court of Appeals, including Petitions for Certiorari to the United States Supreme Court.

In January, 2014, the Firm represented the Town of Quartzsite in a challenge by the Mayor in which he attempted to overrule an approval of a Resolution with an emergency clause by the other six Council Members claiming unilateral veto power. The matter was heard before Judge Rick Lambert for La Paz County Superior Court and an order issued from the bench after hearings found the Mayor lacked veto power to override the will of the other members of the Council. The Court also denied the Mayor's efforts to disqualify the Firm from representing the Town in the action filed.

Mayor Foster filed an appeal and the Firm continues its representation in that matter.

The Firm also prevailed in court representing the Town of Wickenburg in a challenge on the Town's compliance with a voter initiative concerning library services. On November 6, 2012, Wickenburg voters approved an initiative stating: "The Town of Wickenburg shall allot a portion of the annual budget to enable the Town to fully fund and operate the Wickenburg Public Library which shall be open to the public not less than 40 hours per week." In January, the Town Council authorized a declaratory judgment action against the initiative's sponsor, Patricia J. Sickles, for a ruling as to whether the initiative violated the Revenue Source Rule of the Arizona Constitution. Sickles countersued, seeking a writ of mandamus and an injunction to prevent Wickenburg from (1) reducing funding for the Library, (2) operating a satellite library during a temporary closure of the primary library, and (3) entering into an agreement with Maricopa County to operate the Library. Additionally, Sickles alleged the notice in the agenda for the June 17 and July 1 Council Meetings failed to provide adequate detail under the Open Meeting Laws. On September 26, 2013, the Honorable Randall Warner issued an opinion denying the mandamus and injunction.

The court found that the Town was in compliance with the initiative, the level of funding for the Library was a non-justiciable question, and there was no violation of the Open Meeting Law for the July 1, 2013 meeting. The court did find that the notice for June 17 was not sufficient, but declined to nullify the action taken on that date.

The Firm represented the Arizona Department of Transportation in three related cases, two filed in State court and one in Federal court. *Braunstein v. State of Arizona, Arizona Department of Transportation, et al.* These complex cases involved contract disputes, conflict of interest allegations, allegations of violation of the State's procurement code, and a challenge to the constitutionality of ADOT's contracting program. All cases were resolved in favor of the Arizona Department of Transportation.

In July 2009, we obtained a judgment in favor of the Arizona Grain Research and Promotion Council in a lawsuit that it, and some industry groups, filed against Governor Napolitano (Governor Brewer was later substituted as the defendant) and then-State Treasurer Martin relating to a 2008 "sweep" of \$80,000.00 from the Council's fund into the general fund. The trial court ruled that the Legislature lacked the legal authority to "sweep" the funds; however, on appeal, that decision was reversed. A Petition for Review is pending before the Arizona Supreme Court.

The Firm has been involved in the successful defense of a religious discrimination case filed against the Town of Gilbert relating to its sign code and restrictions placed on temporary signage that a church alleged violated its religious freedoms. *See Clyde Reed et al. v. Town of Gilbert et al.*, 587 F.3d 966 (9th Cir. 2009). This case was accepted by the United States Supreme Court for review.

In 2010, the Firm represented the Arizona City Sanitary District in litigation challenging recall petitions filed against two sitting members of the District's Board. Recall petitions had previously been taken out against the same Board members but those driving the recall failed to pay costs associated with the prior election. The Board challenged the right to file a petition for a second recall election without having paid those costs. The Court of Appeals ruled, in a case of first impression, that the position asserted by the Firm was correct and the second recall petition ultimately was not held. *See Arizona City Sanitary District et al. v. Pinal County et al.*, 224 Ariz. 330, 230 P.3d 713 (App. 2010).

Attorneys of the Firm represented the Town of Gilbert in *ACLU v. Dunham*, 88 F. Supp.2d 1066 (D. Ariz. 2000), regarding the Mayor's proclamation of Bible Week. The trial court first decided that residents lacked standing to bring the case but, on reconsideration, the trial court reversed itself. The case was then settled. (Mayor Dunham was separately represented.)

Attorneys of the Firm successfully represented a private water company in *West Maricopa Combine, Inc. v. Arizona Department of Water Resources*, 26 P.3d 1171, 349 Ariz. Adv. Rep. 17 (2001). The Court concluded that the consent of streambed owners is not required before a water company may make beneficial use of an existing natural watercourse to move its appropriated water and for water storage purposes.

In 2001, Attorneys of the Firm prevailed with a jury verdict in defending a wrongful termination lawsuit, *Caravella v. Town of Gilbert*, CIV 99-0215-PHX-SRB, involving allegations of sexual harassment, retaliation and violations of the Americans with Disabilities Act.

Attorneys of the Firm successfully defended the Town of Gilbert in a class action case brought by hundreds of homeowners related to airport overflights from the Williams Gateway Airport. In *Levenson et al. v. Town of Gilbert*, CV 99-11909, CV 99-16034, the plaintiffs alleged that airport noise created a nuisance and constituted a "taking" of property. The Court granted summary judgment to the Town on all counts. The case was affirmed on appeal, and certiorari was denied.

The Firm regularly provides legal advice on public bidding, including issues of responsibility and responsiveness of bidders. Attorneys of the Firm successfully defended the Town of Gilbert in two bid protest-related lawsuits. In *Archon, Inc. v. Town of Gilbert*, (CV 96-11956), the court agreed that the low bidder's failure to submit an affidavit of non-collusion and page of subcontractor's list prior to bid opening were minor defects and could be cured. In *Talis Construction et al. v. Town of Gilbert*, (CV 2000-000411), the court held that the low bidder's failure to submit an affidavit of non-collusion prior to bid opening did not prejudice other bidders.

Shortly after the passage of the Groundwater Management Act, several disputes arose involving technicalities of interpreting the Act. Attorneys of the Firm protested expansion of a service area by the City of Tucson, Arizona. Contesting our client's position was the City of Tucson and the Arizona Department of Water Resources (ADWR), who were represented by two of the principal architects of the Groundwater Management Act. The Firm's client prevailed over these two entities. The Supreme Court of the State of Arizona awarded judgment in favor of our client, together with the first and, as of this date, the only award of attorneys' fees (approximately \$100,000.00) against the Department. See, *Cortaro Water Users' Association v. Steiner*, 148 Ariz. 314, 714 P.2d 807 (1986).

**CURTIS, GOODWIN, SULLIVAN, UDALL & SCHWAB, PLC
MUNICIPAL TEAM**

Michael A. Curtis

Mr. Curtis was licensed to practice law in 1966 and is a member of the Arizona State Bar. He has extensive experience in the areas of municipal, natural resource, utility, commercial, and corporate law. He also is an active lobbyist at the Arizona State Legislature and in Congress in Washington, D.C. on behalf of his clients' interests. Mr. Curtis has served as legal counsel for municipalities, utilities and various special taxing districts, including Gilbert, Wickenburg, Apache Junction, Mohave Electric Cooperative, Navopache Electric Cooperative, Inc., HoHoKam Irrigation and Drainage District, and Cortaro Marana Irrigation District. Mr. Curtis frequently speaks and writes on municipal law aspects of utility regulation and municipal energy, water and environmental matters. In his representation of the HoHoKam Irrigation and Drainage District, he was instrumental in the Arizona Supreme Court's resolution of *HoHoKam Irrigation and Drainage v. Arizona Public Service Company*, 204 Ariz. 394, 64 P.3d 836 (2003) which established the right of the Irrigation District to provide retail electric service in competition with Arizona Public Service. Mr. Curtis negotiated the first water transfer agreements with the U.S. Bureau of Reclamation whereby Valley cities received an irrigation district's allocation of Central Arizona Project water that satisfied the USBR's Cliff Dam replacement water obligations to the cities and relieved the Irrigation District of its debt incurred to build a CAP water distribution system.

Susan D. Goodwin

Ms. Goodwin began her municipal career with Martinez & Curtis, P.C. as the designated City Attorney for the City of Apache Junction shortly after its incorporation in 1978. When the Town of Wickenburg required a firm to serve as Town Attorney in 1984, the Town Manager contacted Ms. Goodwin, and, except for a period of years when the Town employed in-house counsel, she has served as Town Attorney through the firms of Martinez & Curtis, P.C. and Curtis, Goodwin, Sullivan, Udall & Schwab, PLC. She served as the principal attorney for the Town of Gilbert from 1984 until 2013 and worked extensively with the Town as it transitioned to in-house counsel. She has served as the assigned Town Attorney through either Martinez & Curtis, P.C. or Curtis, Goodwin, Sullivan, Udall & Schwab, PLC for the Towns of Cave Creek, Jerome, Dewey-Humboldt, Clifton, Miami, Youngtown and Quartzsite, and the City of Litchfield Park. She has provided special counsel services for other cities, including the cities of El Mirage, Surprise, Peoria, Mesa, Lake Havasu City, and the towns of Queen Creek, Paradise Valley and Marana. In those capacities, she has served as special counsel for campaign finance law violation complaints, open meeting law investigations, internal personnel investigations, preparation of personnel manual updates, preparation of zoning code updates or negotiation, preparation of development agreements, and preparation of procurement codes. Ms. Goodwin will be listed in the 2015 edition of Best Lawyers in the area of municipal law.

William P. Sullivan

Mr. Sullivan became a member of the Arizona Bar in 1979 and has practiced general civil law representing utilities, municipalities, special taxing districts, developers, individuals and corporations. His practice focuses on the utility and natural resource concerns of the Firm's public and private clients and includes rendering general legal advice, negotiating, drafting and litigating contracts, regulatory permitting and compliance, corporate law, and personnel issues. Mr. Sullivan has extensive experience representing both utilities and customers before State regulatory bodies such as the Arizona Corporation Commission and the Department of Water Resources, as well as before State appellate courts. He is active in formulation of water related legislation and regulations. Mr. Sullivan is known statewide for his expertise in water law. Reported appellate decisions involving water and utility issues in which he actively participated include: *Cortaro Water Users' Assn v. Steiner*, 148 Ariz. 314, 714 P. 2d 807 (1986) *affirm'g in part and rev'g in part Cortaro Water Users' Assn v. Steiner*, 148 Ariz. 343, 714 P.2d 836 (App. 1985); *Goodwin v. Hewlett*, 147 Ariz. 356, 710 P.2d 466 (1985); *Electrical Dist. No. 2 v. Arizona Corporation Commission*, 155 Ariz. 252, 745 P.2d 1383 (1987); *West Maricopa Combine, Inc. v. Arizona Department of Water Resources*, 200 Ariz. 400, 26 P.3d 1171 (2001) and various decisions issued by the Arizona Supreme Court involving the Gila River General Adjudication. Mr. Sullivan has conducted complex regulatory hearings before the Arizona Corporation Commission, the Arizona Department of Water Resources, and the Office of Administrative Hearings.

Larry K. Udall

Mr. Udall practices primarily in the areas of commercial litigation, general civil litigation, real estate transactions and litigation, transaction work and appeals. Mr. Udall has also had considerable experience in insurance subrogation and defense work. Mr. Udall's litigation experience includes the defense of the City of Benson in a case brought by a newspaper alleging violation of public records laws in *Wick Communications v. City of Benson*. The City prevailed at the trial court level and the City's aims were accomplished, although the trial court decision was later reversed on appeal. Mr. Udall has extensive experience in real estate litigation and collections/foreclosure work. He successfully represented the creditor in the appellate court and helped to further define the parameters of "notice" for Arizona private foreclosure proceedings in *Transamerica Financial Services, Inc. v. Lafferty*, 175 Ariz. 310, 856 P.2d 1188 (1993). Mr. Udall also has extensive experience in bankruptcy law and foreclosures.

Kelly Y. Schwab

Ms. Schwab graduated from the University of Arizona, College of Law, and was admitted to practice law in 1991. She practices in the area of municipal law, including general legal advice, employment, contracts, elections, construction, land use and development law. Her litigation experience includes insurance defense, civil litigation, and criminal prosecution for the Town of Marana, domestic relations, criminal defense and juvenile law cases. Ms. Schwab served as lead

attorney in defending a wrongful termination lawsuit in the matter of *Caravella v. Town of Gilbert* (Civ. 99-0215-PHX-SRB) involving the allegation of sexual harassment, retaliation and violations of the Americans' with Disabilities Act. This case resulted in a jury verdict in favor of the defendant in on all counts. She served as lead attorney in defending a claim against Tempe Union High School District for alleged violation of civil rights and discrimination, which was dismissed and the dismissal was upheld by the Ninth Circuit Court of Appeals. Ms. Schwab successfully represented the Arizona Department of Transportation in *Braunstein v. State of Arizona, Department of Transportation* involving a complex contract dispute before the Ninth Circuit Court of Appeals. Most recently she was lead counsel for the Town of Gilbert in a complex administrative hearing involving Cox Communications and its appeal of an audit finding of deficient payments. Ms. Schwab negotiates development agreements, addresses construction bid protests and other construction law issues, provides advice to police departments and handles personnel appeals.

Phyllis L. N. Smiley

Ms. Smiley has practiced law since 2000. She practices in the areas of municipal law, including real estate and land use law, condemnations and general legal advice. Ms. Smiley is responsible for analyzing and issuing orders related to Campaign Finance Law violation complaints. Her primary responsibilities include principal attorney for the Towns of Miami, Dewey-Humboldt and Chino Valley.

Patricia E. Ronan

Ms. Ronan graduated with honors from Columbia Law School in New York City in 2001. She relocated to Arizona in 2011. She has over a decade of experience in complex commercial litigation, securities, corporate governance, internal investigations, regulatory inquiries, fraud, bankruptcy adversary proceedings, and white collar criminal defense. Ms. Ronan is admitted in federal and state courts, and has litigated in jurisdictions all over the United States. Her previous clients have included private individuals and Fortune 100 Companies. Ms. Ronan litigates employment law, contracts, torts, and constitutional issues, prosecutes municipal zoning violations, assists in negotiating and drafting contracts, provides personnel and human resources advice, advises on public record obligations, and provides general legal advice. She provides valuable assistance to the firm's clients including the Towns of Gilbert, Quartzsite, Wickenburg and Oro Valley, and the City of Litchfield Park. Along with Kelly Schwab, she represented the Town of Gilbert in a complex administrative hearing involving Cox Communications and its appeal of an audit finding of deficient payments.

Trish Stuhan

Ms. Stuhan practices primarily in the areas of municipal law and civil litigation, with particular emphasis on litigation, public law, insurance defense, bankruptcy and creditors' rights. She provides valuable assistance to the Firm in its role as general counsel for the municipalities of Youngtown, Wickenburg, Miami, Litchfield Park and Clifton.

REFERENCES

Mr. Patrick Banger
Town Manager
Town of Gilbert
50 East Civic Center Drive
Gilbert, Arizona 85296
(480) 503-6864

Mr. Darryl H. Crossman
City Manager
City of Litchfield Park
214 West Wigwam Boulevard
Litchfield Park, Arizona 85340
(623) 935-5033

Mr. Josh Wright
Town Manager
Town of Wickenburg
155 North Tegner, Suite A
Wickenburg, Arizona 85390
(602) 506-1622, extension 524

Additional Requested Information

Areas where the Firm could not represent the Town due to past or present clients or conflicts of interest: None that we know of at this time.

Principal Attorney Assigned: Susan D. Goodwin

Service as defense attorney in Magistrate Court: No

Representation of clients in legal action against the Town of Florence: None

Conflicts of Interest: None that we know of at this time.

PROPOSAL PRICE BREAKDOWN SHEET

Town of Florence
Request for Proposals

MUNICIPAL LEGAL SERVICES

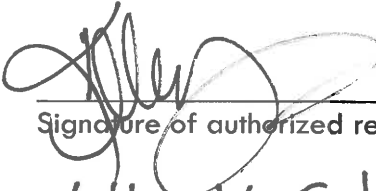
The undersigned authorized representative agrees to provide the services as requested based on the following schedule of fees:

- A. Retainer (80 hours per month) \$ 13,500.00 per Month
- B. Hourly billing rate (hours in excess of 80/month) \$ 190.00 per Hour
- C. Specialized Areas (water law, utility law and litigation) \$ 225.00 per Hour

Firm/Individual Name: Curtis, Goodwin, Sullivan, Udall & Schwab, PLC
Address: 501 East Thomas Road
Phoenix, Arizona 85012
Business Telephone: (602) 393-1700
Business Fax: (602) 393-1701
E-Mail Address: sgoodwin@cgsuslaw.com

Type of Organization

- A Corporation, organized and existing under the laws of the State of Arizona
- A Partnership (please list the partners) _____
- An Individual



Signature of authorized representative
Kelly Y. Schwab

Printed Name

12.1.2014

Date
12.1.2014

Date

**CONTRACT FOR LEGAL SERVICES
TOWN OF FLORENCE**

THIS CONTRACT is made and entered into on this _____ day of _____ by and between the Town of Florence, a municipal corporation ("Town"), and the law firm of Curtis, Goodwin, Sullivan, Udall & Schwab, PLC ("Counsel").

In consideration of the mutual covenants and agreements made herein, the parties agree as follows:

1. Scope of Service and Representation. Counsel agrees to serve as Interim Town Attorney for the Town and in that capacity will perform all necessary legal services ("Services") for the Town as assigned by the Town Manager. Copies of all correspondence and pleadings related to the Services shall be provided to the Town Manager. The attorney(s) who will have primary responsibility for overseeing all Services are: Susan D. Goodwin (Principal Attorney) and Kelly Y. Schwab. However, Counsel may utilize other attorneys, paralegals, or other employees when appropriate. Staffing decisions will be made with the objective of providing the best possible professional services for the Town in an efficient and cost-effective manner.

2. Advice and Status Reporting. Counsel shall provide Town with timely advice of all significant developments arising during performance of their Services hereunder orally or in writing, as Counsel considers appropriate. Counsel shall provide copies of all pleadings and other documents prepared by Counsel, including research memoranda prepared by Counsel.

3. Compensation. TOWN agrees to pay COUNSEL for Services rendered under this Contract as follows:

Retainer: Up to a maximum of 80 hours per month	\$13,500
Hourly rate for general matters in excess of 80 hours	\$190.00
Hourly rate for specialized areas (water law, utilities, litigation)	\$225.00

Reimbursable expenses	
Copies	\$.40/page
Deliveries	Actual
Long distance telephone	Actual

4. Travel. Approval for travel other than to the Town of Florence shall be obtained through the Town Manager prior to departure. Travel time will not be billed. "Reasonable expenses" for authorized travel includes expenses not exceeding one hundred eighty five dollars (\$185.00) per night for hotel rooms, seventy-five dollars (\$75.00) per person per day for meals including gratuity, and for the rental charges of the most economical type of rental car available. When possible, Counsel, consultants, experts, and subcontractors shall stay at hotels that charge a government rate. When traveling by airplane, whenever possible, reduced fare tickets shall be purchased.

5. Reimbursement for Expenses. All costs and other disbursements for Services not specified hereinabove shall be billed at actual cost, plus employee related costs, if any. To the extent practical, large photocopying tasks will be sent out to an outside copy service in an effort to further reduce photocopying costs.

6. Billing Procedures. Services and any costs expended will be billed on a monthly basis. All statements are deemed correct unless Counsel is otherwise notified in writing within ten (10) days of the billing date. Fees are earned and payment is due as of the date of the invoice and shall be deemed delinquent if not made within thirty (30) days of the date of the invoice. A service charge of one and one-half percent (1 1/2%) per month will be added to unpaid balances. Invoices shall be itemized with respect to Services rendered and shall show actual time spent on a task, and each task. Secretarial, word processing or other overtime shall not be billed. All consultants, experts and subcontractors engaged to provide services to Counsel in the performance of this Contract, and the use and extent of those services, shall be approved by the Town Manager in advance.

7. Maintenance of Records.

7.1 Town may audit all Services performed by Counsel with reasonable notice to Counsel. Counsel shall maintain all books, documents, papers, accounting records, and other evidence pertaining to time billed and to costs incurred on a Services for a time period consistent with the Town's record retention policy, which shall be three years from conclusion of the final payment on a specific Services. Upon reasonable notice by the Town, Counsel shall make such materials available for review at their offices and, if requested, copies thereof shall be furnished or provided to Town at Town's expense.

7.2 Copies of the significant matters will be forwarded to the Town Manager. At the conclusion of this Contract, Counsel shall promptly return any original books, records and other documents provided to it. After a matter is concluded or becomes inactive, an electronic copy of material portions of the file will be made by Counsel at no charge to Town, and, after offering Town the option of taking possession of the file, Counsel will destroy the hard copy within six (6) months of the conclusion of the matter.

8. Conflict of Interest.

8.1 Counsel warrants and covenants that Counsel presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which will render the Services required under the provisions of this Contract a violation of any applicable local, state, or federal law or ethical standard, including the Arizona Rules of Professional Conduct. It shall be Counsel's responsibility to check for the existence of conflicts of interest. In the event that any conflict of interest should nevertheless hereinafter arise, Counsel shall promptly notify Town of the existence of such conflict of interest, so that Town may determine whether to terminate this Contract. The Town Manager is authorized to grant customary conflicts waivers to Counsel on behalf of the Town.

8.2 Counsel represents many other companies and individuals. Town consents that Counsel may continue to represent or may undertake in the future to represent existing or new clients in a matter that is not substantially related to our work for Town. Counsel agrees that the prospective consent to possible conflicting representation Town is providing by this paragraph shall not apply in any instances where, as a result of Counsel's representation of Town, we have obtained privileged, proprietary or other confidential information of a nonpublic nature that, if known to such other entity, could be used in any such other matter by such entity to Town's material disadvantage

9. Termination. Town may terminate this Contract in whole or part with or without cause upon giving ten (10) days written notice. In the event of termination for cause, Town shall not be liable to Counsel for any amount, and Counsel shall be liable to Town for any and all damages sustained by reason of the default which gave rise to the termination. Any notice of cancellation shall specify the particular matter to which it applies, and any matter not particularly specified shall continue to be handled by Counsel and, as to those, this Contract will continue in effect; provided, however, the right is retained by Town to terminate Services at any time by notifying Counsel in writing.

10. Relocation of Assigned Attorney. If an attorney assigned to a Services leaves the employment of Counsel, Counsel will immediately notify Town. Town may, in its sole discretion, request transfer of that Services to a new firm or work with another attorney employed by Counsel.

11. Notices. When notice or correspondence is required to be sent to Town, it shall be sent to the following:

Counsel:

Town:

Susan D. Goodwin
Curtis Goodwin Sullivan
Udall & Schwab
501 E. Thomas Road
Phoenix, AZ 85012

Should the above notification information change, Town will notify Counsel in writing. When notice or correspondence is required to be sent to Counsel, it shall be sent to:

12. Indemnification For Liability and Professional Liability. To the fullest extent permitted by law Counsel, its successors and assigns, shall defend, indemnify and hold harmless Town, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any negligent, or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Counsel relating to Services in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose

acts any of them may be liable and any injury or damages claimed by any of Counsel's and Subcontractor's employees. Insurance provisions set forth in this Contract are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

13. Insurance Representations and Requirements.

13.1 Counsel shall purchase and maintain, at its own expense, the minimum insurance required by this Contract with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to Town. Failure to maintain insurance as specified may result in termination of this Contract at Town's option.

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

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

13.4 Claims Made: In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the Services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three year period.

13.5 Evidence of Insurance: Prior to commencing any Services under this Contract, Counsel shall furnish Town with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Counsel's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions, and limits of coverage and such coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, Town shall reasonably rely upon the Certificate of Insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Contract. If any of the cited policies expire during the life of this Contract, it shall be Counsel's responsibility to forward

renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions.

13.6 Required Coverage:

13.6.1 Professional Liability: Counsel shall maintain Professional Liability insurance covering errors and omissions arising out of the Services performed by Counsel, or anyone employed by Counsel, or anyone for whose acts, mistakes, errors and omissions Counsel is legally liable, with a liability insurance limit of \$1,000,000 each claim and \$2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for three (3) years past completion and acceptance of the Services, and Counsel shall be required to submit Certificates of Insurance evidencing proper coverage is in effect as required above.

13.6.2 Vehicle Liability: Counsel shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each accident on Counsel's owned, hired, and non-owned vehicles assigned to or used in the performance of the Counsel's Services under this Contract.

13.6.3 Workers' Compensation Insurance: Counsel shall maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Counsel's employees engaged in the performance of Services under this Contract and shall also maintain Employers Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

13.7 Additional Insurance Requirements:

13.7.1 Town, its agents, representatives, officers, directors, officials and employees shall be named an Additional Insured under the following policies: a) Business Automobile Liability.

13.7.2 Counsel's insurance shall be primary insurance as respects performance of this Contract.

13.7.3 All policies, except Professional Liability insurance, waive rights of recovery (subrogation) against Town, its agents, representatives, officers, directors, officials and employees for any claims arising out of Services performed by Counsel under this contract.

14. Town Responsibilities. Recognizing that Counsel cannot effectively perform the Services without Town's cooperation and assistance, Town agrees to cooperate fully with Counsel and to provide promptly all information known or available to Town relevant to the Services, such as providing information and documents requested in a timely fashion; assisting in discovery, disclosure and trial preparation; cooperating in scheduling and related matters; responding to telephone calls and correspondence in a timely manner; and informing Counsel of changes in address and telephone numbers.

14. Choice of Law. This Contract shall be governed and interpreted according to the laws of the State of Arizona.

15. Whole Agreement. This Contract constitutes the entire understanding of the parties, and no representations or agreements, oral or written, made prior to its execution shall vary or modify the terms herein.

16. Amendments. Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract

17. Non-Assignment. Services covered by this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the Town.

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

19. Independent Contractor Status. The Services Counsel provides under the terms of this Contract to Town are that of an independent contractor, not an employee.

20. Attorney's Fees in Contract Dispute. In the event any action at law or in equity is instituted between the parties in connection with this Contract, the prevailing party in the action shall be entitled to its costs including reasonable attorneys' fees and court costs from the non-prevailing party.

21. Severability. Should any part of this Contract be declared in a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Contract, which shall continue in full force and effect, provided that the remainder of this Contract, absent the excised portion, can be reasonably interpreted to give effect to the intentions of the parties.

22. Compliance with Federal Immigration Laws and Regulations. Counsel warrants that it complies with all Federal Immigration laws and regulations that relate to their employees and complies with A.R.S. § 23-214.A. Counsel acknowledges that pursuant to A.R.S. § 41-4401, a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this contract, and that the Town retains the legal right to inspect the papers of any employee who works on the contract to ensure compliance with this warranty.


23. Licenses. Counsel shall maintain current and in good standing all Federal, State, and local licenses and permits required for performance of Services.

Town of Florence

By: _____
Title: _____

Counsel

By: _____
Title: _____

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 6c.
MEETING DATE: December 8, 2014 DEPARTMENT: Community Development STAFF PRESENTER: Mark Eckhoff, AICP Community Development Director SUBJECT: Resolution No. 1490-14: ADOT North-South Freeway Corridor Alternatives		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <ul style="list-style-type: none"> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Motion to adopt Resolution No. 1490-14, affirming the Town’s preferences on the proposed Arizona Department of Transportation (ADOT) North-South Freeway Corridor.

REQUEST:

ADOT, in partnership with the Federal Highway Administration, is conducting the North–South Freeway Corridor Study, which will result in the preparation of a location/Design Concept Report and an Environmental Impact Statement for a proposed 45 mile long transportation corridor in Pinal County, Arizona. At this current stage in the study process, ADOT is seeking comments on specific route alternatives that will be studied in greater detail during the next phase of the study.

Over the past seven years, Town staff has attended many ADOT agency meetings, ADOT public meetings and meetings with stakeholders, developers, builders and property owners in an effort to ultimately identify an appropriate future ADOT North-South Freeway Corridor (hereafter referred to as “Corridor”). The Town has also worked closely with Pinal County, MAG, CAG, the State Land Department and all local municipalities impacted by the Corridor. On several occasions, as the study has progressed, Town staff has presented updates to the conceptual location of the Corridor on the Town’s General Plan Future Land Use Map via the General Plan Amendment process. The Town Council has approved these Corridor refinements over time allowing us to better plan for our destiny and ensure that the future freeway is beneficial to the Town. Furthermore, the location of the Corridor was a critical consideration in the North End Framework Vision Plan and in the development of the Territory Square Zoning District.

The Town has been a regional leader in working to establish the best possible Corridor alternatives for the Town of Florence with our decisions reflective of the following key guiding principles staff contends are critical to this project:

1. The North-South ADOT Freeway Corridor must be planned in a manner that enhances regional and local circulation and accessibility.
2. The North-South ADOT Freeway Corridor should be planned in a manner that considers the potential for this to be one of the first truly multi-modal transportation corridors in the State of Arizona.
3. The North-South ADOT Freeway Corridor cannot be planned as a bypass for the Town of Florence.
4. The North-South ADOT Freeway Corridor must be planned in manner that enhances the long term sustainability of the historic core of Florence, while also not being too close as to damage the integrity and character of historic Florence.
5. The North-South ADOT Freeway Corridor must be planned in a manner that would offer substantial economic advantages to the Town of Florence.
6. The North-South ADOT Freeway Corridor should be planned in a manner that avoids existing development and limits the potential impacts to key natural or man-made features, such as, but not limited to, Magma Dam, Poston Butte, the Gila River, CAP canals and the Florence Retarding Structure.
7. The North-South ADOT Freeway Corridor must be planned in a manner that recognizes Florence as the County Seat and the heart and core of Pinal County.

The study is currently in the Alternative Selection Report phase, which means that the ADOT study team is looking at a range of possible route alternatives, including taking no action on any improvements (also known as a no-build option). The intent of this effort is to work towards selecting one final alternative for which actual centerlines or roadway alignments can be established within said Corridor.

To help the ADOT study team and others evaluate the possible route alternatives, the corridor has been divided into multiple corridor segments, which allows the ADOT study team and others to understand the unique opportunities and challenges within each segment to determine whether the selected route alternative could be placed there. The ADOT study team is collecting and studying technical information for each segment, including existing and future developments, drainage, soil structure, utilities, travel demand, population growth and the economic development trends and impacts for each impacted community. In addition to the technical information and input from local agencies and communities about their preferences, the ADOT study team is using the study Purpose and Need Statement as a guide to develop potential route alternatives.

Over the past year, ADOT has created and defined the ADOT North-South Freeway Corridor opportunity area and created two branches of the corridor within the Florence area, a western and eastern branch that begins at the Skyline Road alignment north of the Town and ends at the Bartlett Road alignment to the south of Town. Staff has

always recommended the eastern branch of the proposed corridor to Town Council as the option that is best for the Town of Florence.

With ADOT holding public meetings on the North-South Freeway Corridor Study in late November 2014, and with their comment period for this stage of the study being open until January 9, 2015, staff believes it is essential that the Town continues to be proactive on this process to ensure that the final Corridor is as close as possible to the preferences of the Town.

The Town via the resolution provided with this report affirms its preferences for the Corridor. First and foremost, our preferences are known per our adopted General Plan Future Land Use Map; however, since the official ADOT Corridor options vary slightly from those indicated on our Future Land Use Map, the resolution states the segments that are preferred by the Town and essential to the long term prosperity and sustainability of the Town.

FINANCIAL IMPACT:

None directly with this action, though the future alignment and development of a freeway through the Town and the Town's Planning area will have dramatic financial impacts. The improper location of the freeway would have a devastating impact on the Town.

RECOMMENDATION:

Motion to adopt Resolution No. 1490-14, affirming the Town's preferences on the proposed ADOT North-South Freeway Corridor.

ATTACHMENTS:

Resolution No. 1490-14
ADOT North-South Freeway Corridor Presentation Materials

RESOLUTION NO. 1490-14

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AFFIRMING THE TOWN OF FLORENCE'S PREFERENCES REGARDING THE PROPOSED ADOT NORTH-SOUTH FREEWAY CORRIDOR.

WHEREAS, the Town of Florence has proactively worked to identify and support the short, mid and long-term transportation needs and goals for the Town; and

WHEREAS, the Town of Florence has been actively engaged with the ADOT North-South Freeway and Passenger Rail Corridor Studies to protect the long term transportation needs of the Town; and

WHEREAS, the proper alignment and future development of the proposed ADOT Freeway is critical to the long-term prosperity and sustainability of the Town of Florence; and

WHEREAS, the Town of Florence 2020 General Plan Future Land Use Map contained within the Land Use Element indicates the Town's conceptual alignment of the proposed North-South ADOT Freeway Corridor, as well as the proposed conceptual alignment of the ADOT Passenger Rail Corridor; and

WHEREAS, an ongoing public participation process, including the holding of a public hearings of the Town of Florence Planning and Zoning Commission, public hearings of the Council of the Town of Florence, and public outreach to impacted stakeholders has occurred to establish the Town's preferences for the future ADOT North-south Freeway Corridor on the Town's Future Land Use Map; and

WHEREAS, the current ADOT North-South Freeway Study alternatives do not precisely match the preferences of the Town via the approved Future Land Use Map, the Town affirms its support of the Future Land Use Map, but expresses its corridor segment preferences within the Town's Planning Area to be: O3, V, X and AO; and

WHEREAS, the Town must take a stance against alternatives that vary substantially from the Town's preferences and that would be damaging to the Town's future prosperity and sustainability, particularly referring to objectionable segments G, Q and AB; and

WHEREAS, the Town must support alternatives that are in support of the Town's position as the County Seat of Pinal County and a major employer for the Town of Florence; and

WHEREAS, the positions stated via this Resolution have been found to: be

appropriate; be consistent with the goals, objectives and strategies of the Florence 2020 General Plan; Specifically, the Amendment is consistent with Goals One and Two of the Circulation Element that support a safe, efficient, balanced and comprehensive transportation system and Goal One of the Economic Development Element that states "Develop a sustainable economy in order to maintain a vibrant and healthy community". Thus, a determination has been made that this Resolution should be approved.

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 hereby adopt this resolution affirming the Town's preferences regarding the ADOT North-South Freeway Corridor.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, this 8th day of December, 2014.

Tom J. Rankin, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

James E. Mannato, Town Attorney

North-South Corridor Study

WELCOME



Public Meeting

North-South Corridor Study

What is the project?

ADOT is working with affected stakeholder agencies and the public to evaluate reasonable and feasible route alternatives for a proposed 45-mile, north-south transportation corridor in Pinal County and to prepare environmental documents and preliminary design plans for a phased implementation of the project.



What is the purpose?



There is a demonstrated need for greater north-south roadway connectivity through central Pinal County.

Population Growth Projections

1.1 M Pinal County by 2050



9.4 M Maricopa, Pima, and Pinal Counties by 2050

11.2 M Arizona by 2050

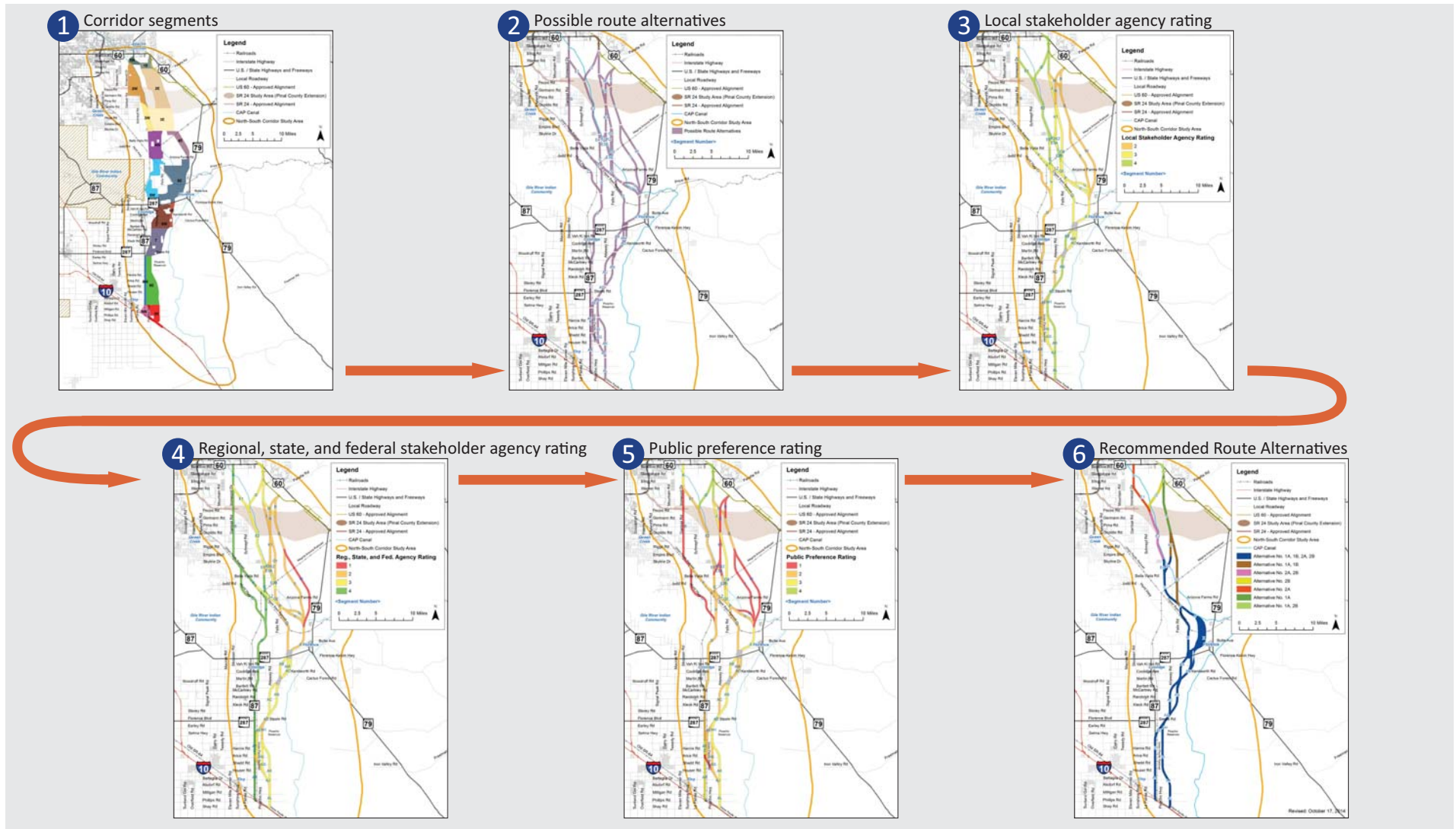
The project would:

- Provide a continuous north-south route through central Pinal County
- Relieve traffic on I-10
- Improve access to future activity centers
- Create a more direct connection to the eastern portion of the Phoenix metropolitan area
- Relieve congestion anticipated from projected growth

North-South Corridor Study

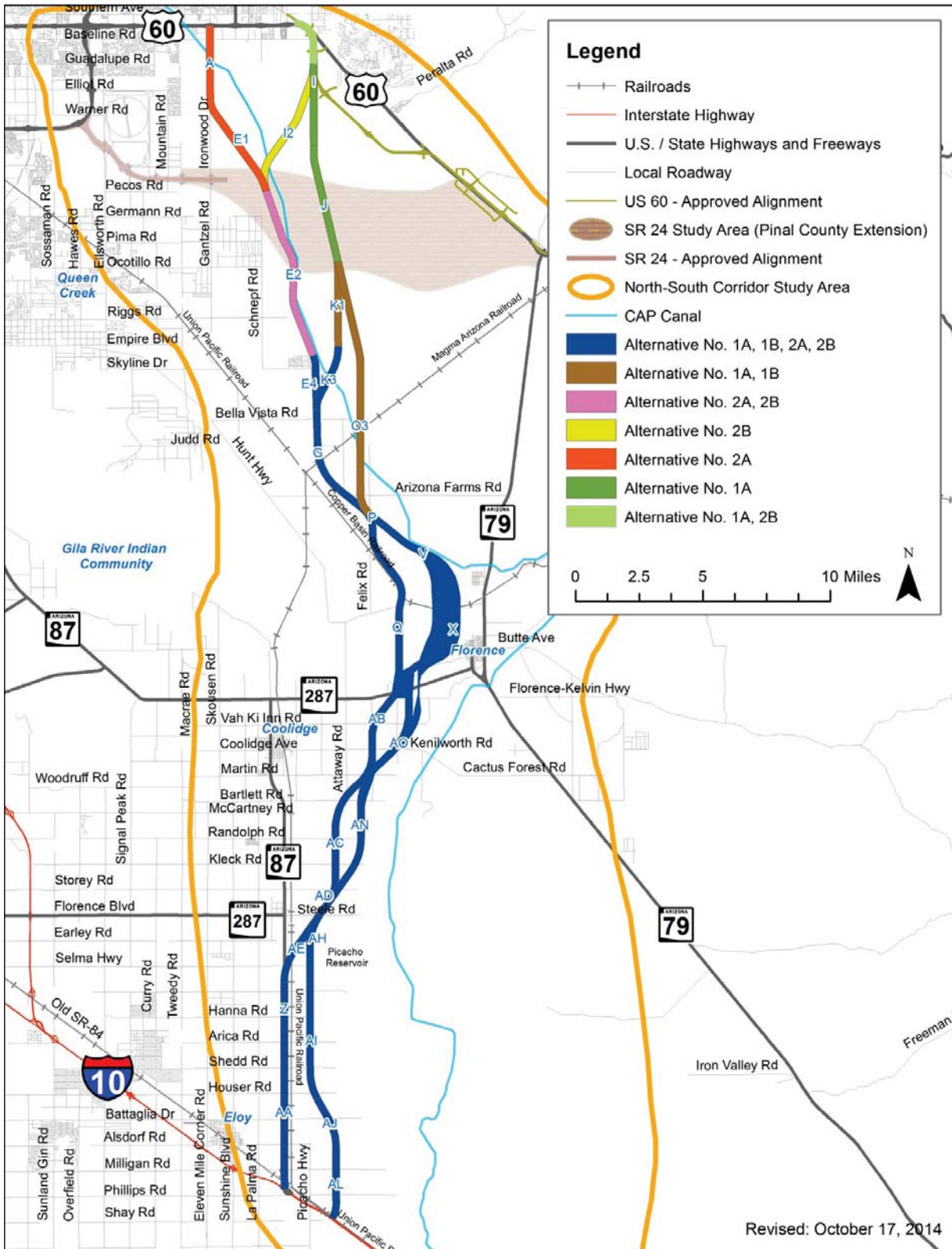
How were the alternatives selected?

EVALUATION PROCESS



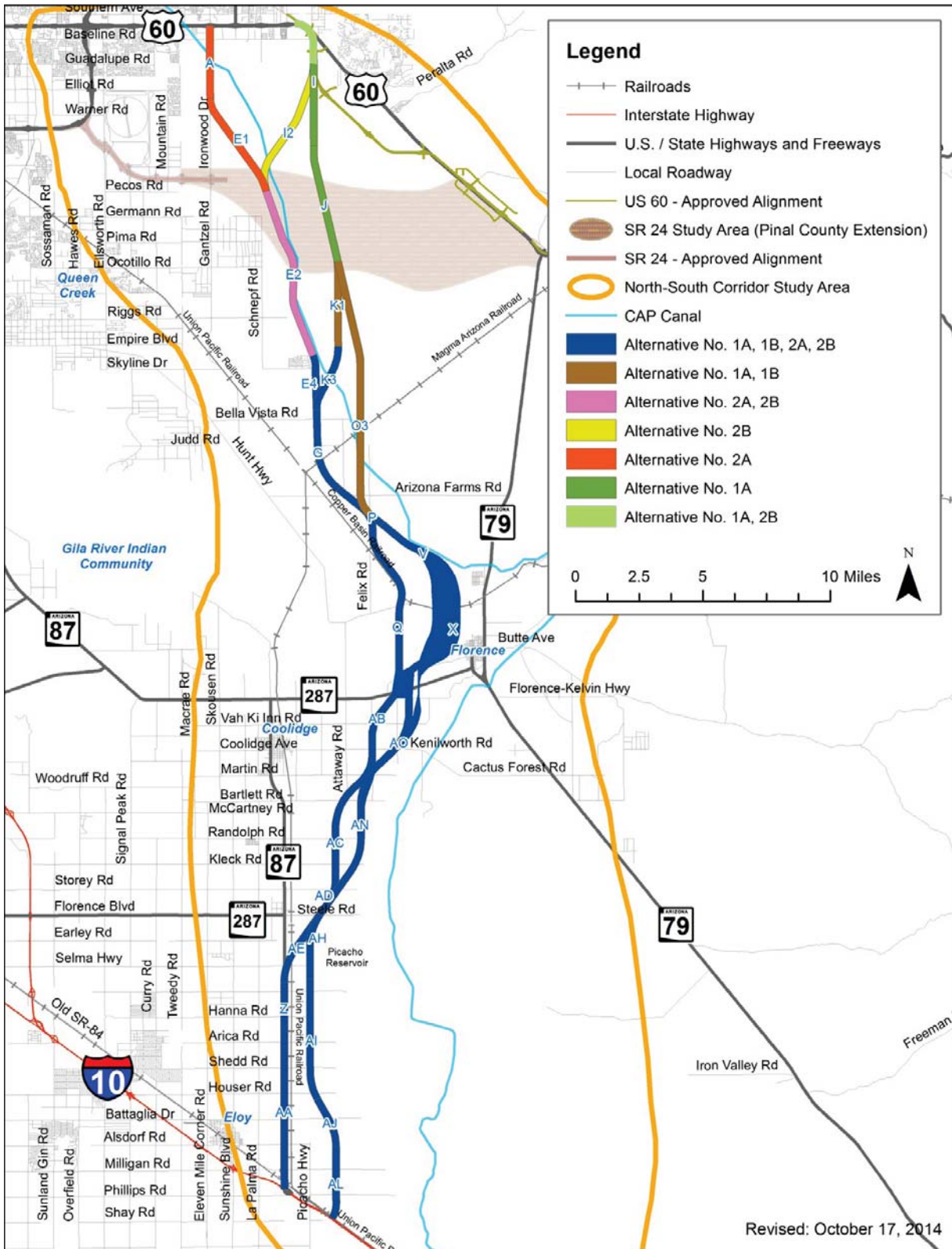
North-South Corridor Study

Route alternatives recommended for study in the EIS



North-South Corridor Study

Route alternatives recommended for study in the EIS



North-South Corridor Study

Study Documents



North-South Corridor Study Alternatives Selection Report

Describes the alternative selection process and the recommended alternatives for further detailed analysis.



Environmental Impact Statement (EIS), Draft and Final

Details the process through which a transportation project is developed, considers a range of reasonable alternatives, analyzes the potential impacts resulting from the alternatives, and details efforts to avoid, minimize, and mitigate impacts.



Record of Decision (ROD)

Issued by the Federal Highway Administration (FHWA), the ROD identifies the selected alternative and explains why.



Location/Design Concept Report (L/DCR)

A report, which includes preliminary design of the project, produced to document criteria necessary to design improvements, identify available data, and recommends a solution.



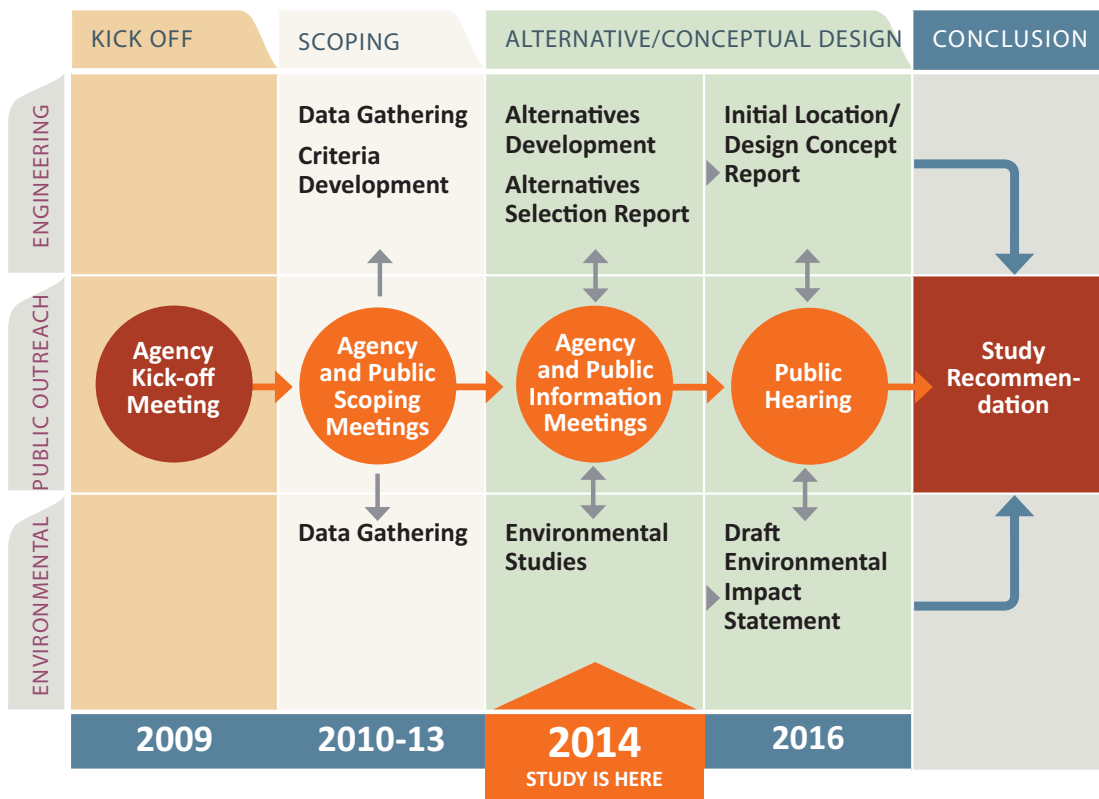
Implementation Plan

The Implementation Plan describes the actions necessary for corridor preservation, design, and construction, since it is possible that the ultimate facility will be built over many years.

Study is here

North-South Corridor Study

STUDY PROCESS



Next Steps

Following a recommendation, a record of decision (ROD) would be issued by the FHWA (only after project meets fiscal constraints). If the ROD selects the Build Alternative, design would commence, followed by authorization for property acquisition and construction.



How to comment

YOUR INPUT IS IMPORTANT



Online:

azdot.gov/northsouthcorridorstudy



Email:

projects@azdot.gov



Phone:

855.712.8530



Mail:

c/o North South Corridor Study
1655 W Jackson, #126F
Phoenix, AZ 85007

North-South Corridor Study

Public Meeting

November 17-20, 2014

Agenda

- ▶ Introductions
- ▶ Study Purpose and Area
- ▶ Study Process
- ▶ Route Alternatives
- ▶ Evaluation Criteria
- ▶ Recommended Corridors
- ▶ Next Steps
- ▶ How to comment

Title VI Overview

- ▶ Title VI is a federal law that prohibits discrimination on the basis of race, color, or national origin in Federally assisted programs & activities.
- ▶ The law specifically states: “No person in the United States shall on the ground of race, color, or national origin be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance.” (42 USC 200d)
- ▶ ADOT’s Title VI Policy: Assures that no person shall on the grounds of race, color, national origin, gender, age, or disability be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under any ADOT sponsored program or activity.

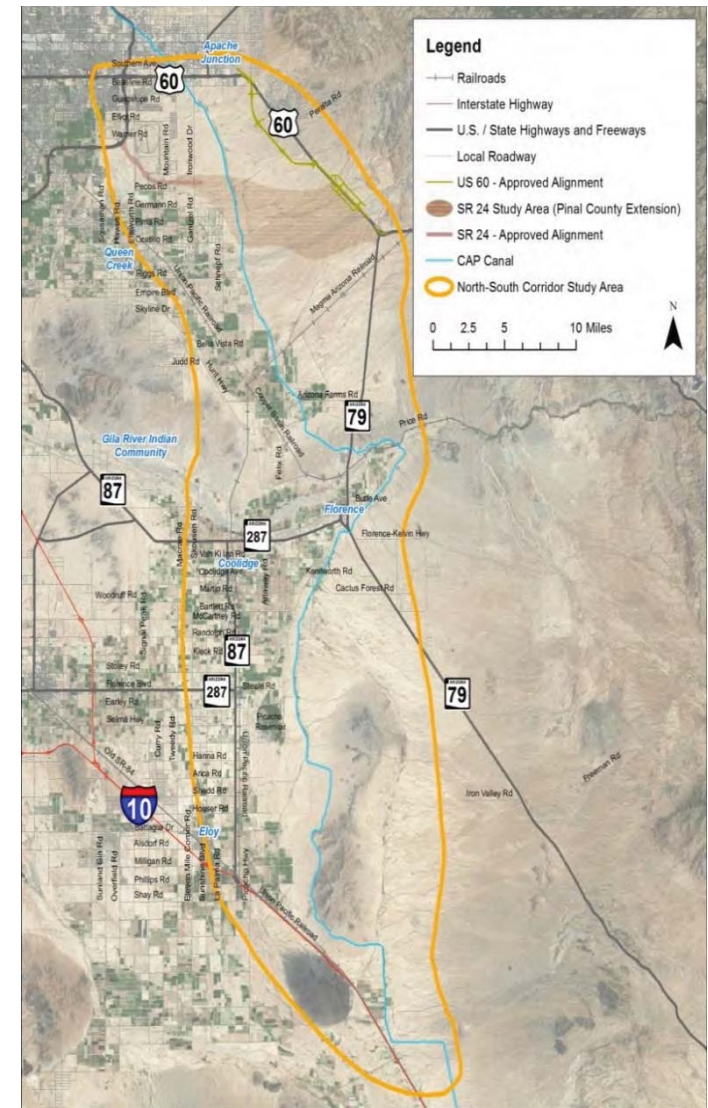
Project Team

- ▶ Lead Agencies
 - Arizona Department of Transportation (ADOT)
 - Federal Highway Administration (FHWA)
- ▶ Cooperating Agencies
 - Federal agencies with permitting or land transfer authority or special expertise in project-related environmental impact
- ▶ Participating Agencies
 - Federal, state, tribal, regional, and local governmental agencies with an interest in the project
- ▶ Consultant Team
 - HDR, AECOM, Kimley-Horn

Study Area and Purpose

The project purpose is to:

- ▶ Provide a continuous north-south route through central Pinal County
- ▶ Relieve traffic on I-10
- ▶ Improve access to future activity centers
- ▶ Create a more direct connection to the eastern portion of the Phoenix metropolitan area
- ▶ Relieve congestion anticipated from projected growth



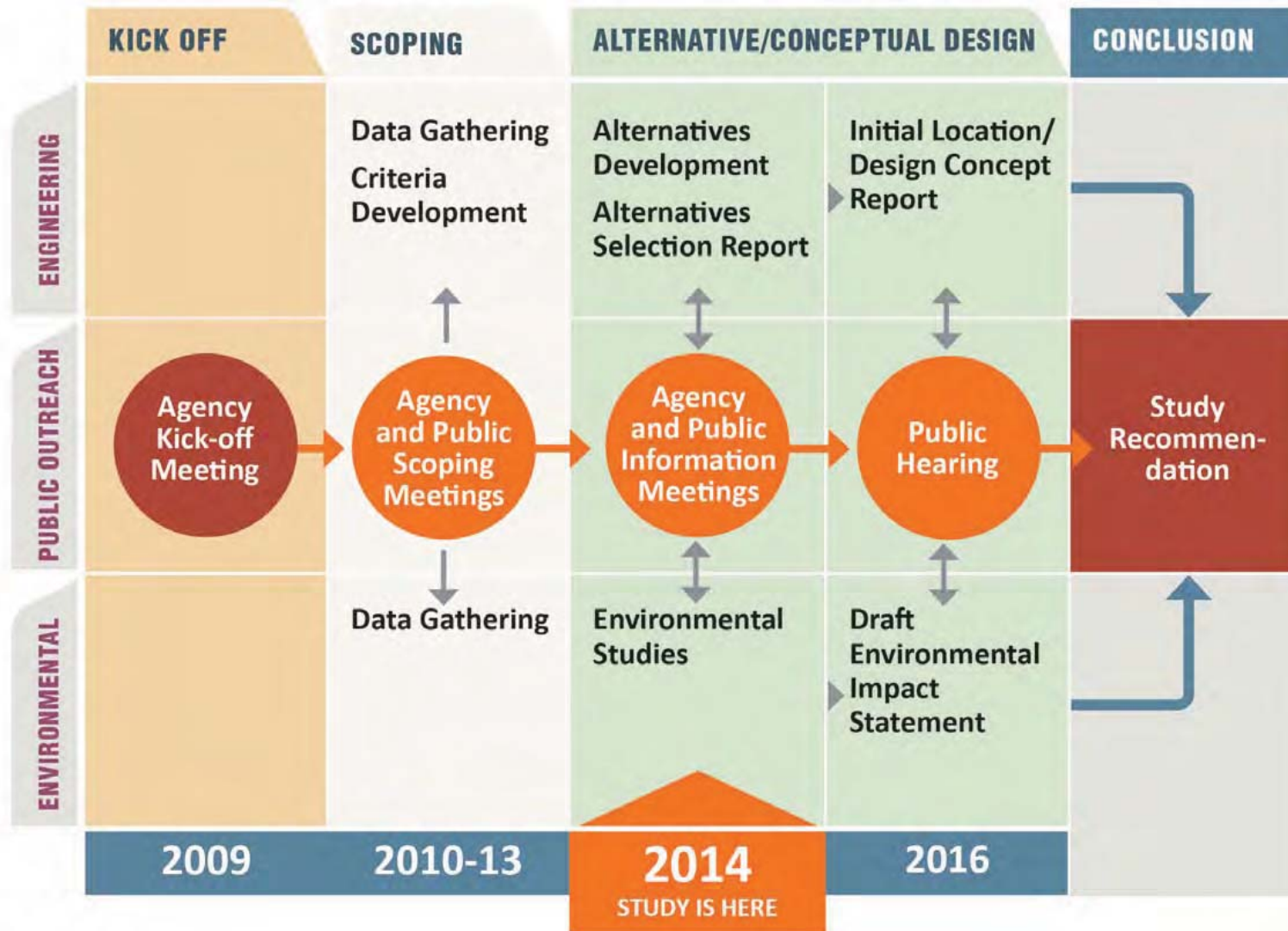
North-South Corridor Study Area

Study Process

Study Components

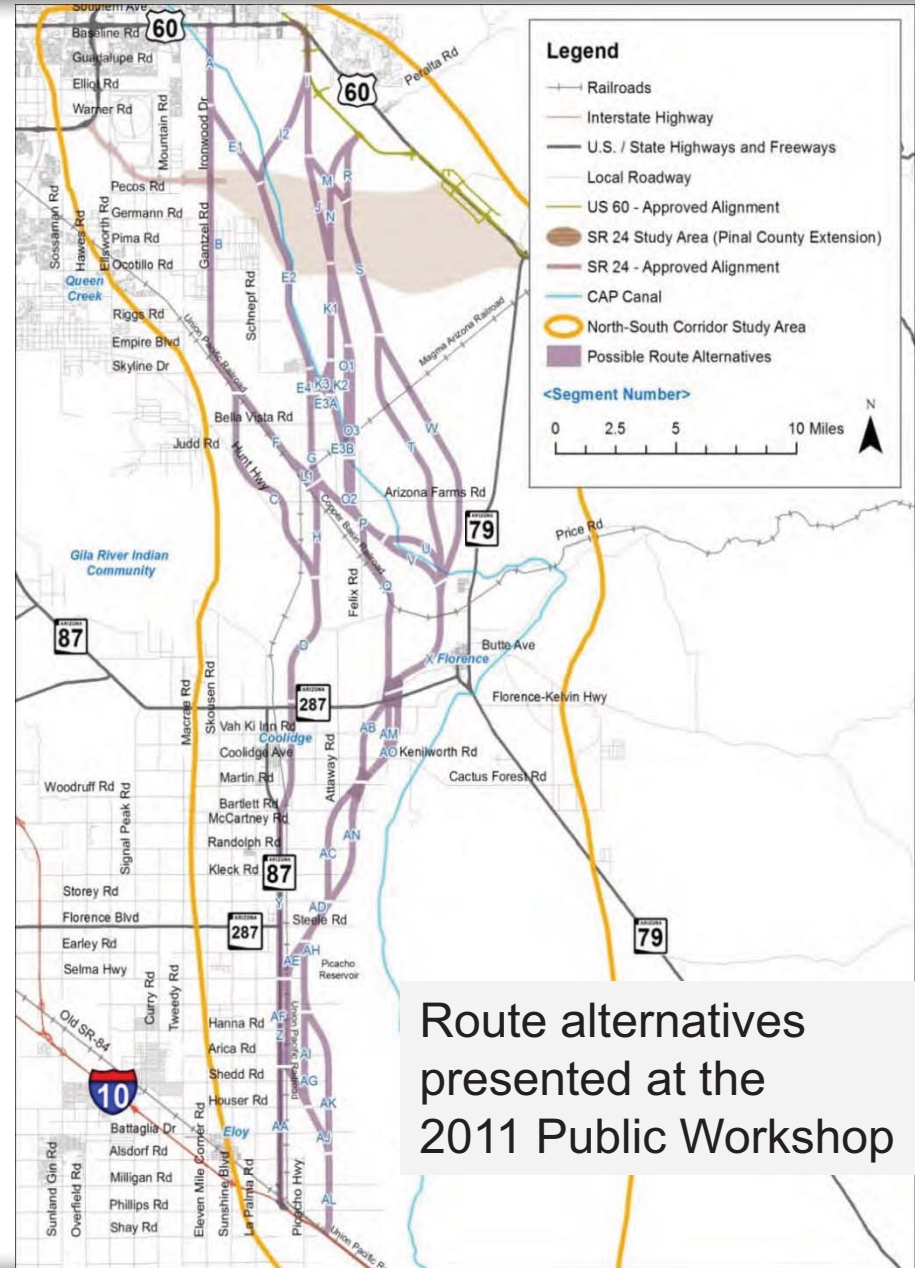
- ▶ Purpose and Need Statement
 - Identifies the problems or issues the project should remedy, and is the basis for development of alternatives
- ▶ Alternatives Selection Report (ASR)
 - Identifies a range of alternatives for further analysis
- ▶ Environmental Impact Statement (EIS)
 - Details the process by which the project was developed, including considering a range of reasonable alternatives and analyzes the potential impacts
- ▶ Location / Design Concept Report (L/DCR)
 - Provides the preliminary design of the project

Study Process



Route Alternatives

- ▶ Previous studies
- ▶ Technical analysis
 - Community
 - Built environment
 - Natural environment
- ▶ Stakeholder input
 - Local jurisdictions
 - Regional, state, and federal agencies
- ▶ Public input



Evaluation Criteria

- ▶ Impact ratings
- ▶ Stakeholder ratings
- ▶ Public ratings



Evaluation Criteria

- ▶ Impact Ratings Criteria
 - Water resources
 - Utility conflicts
 - Existing and planned development
 - Existing right-of-way
 - Threatened and endangered species
 - Cultural sites/resources
 - Impact of geotechnical features

Segment	Agency rating		Public rating	Impacts rating														
	Local	Regional, state, federal		Subsurface fissures	Subsidence	Structures affected	Wildlife corridors	Conservation Priority Areas	Threatened and endangered species	Public parks and trails	Noise	Cultural sites/resources	Existing development	Planned development	Natural drainage features (washes/rivers)	Human-made drainage features (canals, flood retarding structures)	Existing open space	
P	3	3	2	3	2	5	5	2	3	5	4	5	5	3	5	5	5	
L2	3	3	2	3	1	4	5	3	1	5	5	5	5	5	5	5	5	
AD	4	2	4	2	2	5	5	2	1	1	5	5	5	5	5	5	5	
J	3	2	3	3	2	5	5	2	1	5	5	5	5	5	1	5	5	
AI	3	3	2	3	2	5	5	1	1	1	5	5	5	5	5	3	5	
AJ	3	3	2	3	2	4	5	2	1	5	5	5	5	5	5	2	5	
M	2	3	2	3	2	5	5	2	1	5	5	5	5	5	1	5	5	
Z	2	4	3	2	2	4	5	2	1	5	1	3	4	5	5	5	5	
AL	4	3	3	3	1	5	5	1	1	5	5	3	3	5	5	3	5	
O2	3	2	3	3	1	5	3	2	1	5	5	5	3	5	5	5	5	
V	3	2	2	3	2	5	1	3	3	5	5	5	5	5	5	5	5	
AK	4	3	3	1	2	5	5	1	1	1	5	5	5	5	5	3	5	
E1	4	3	2	3	2	4	3	2	5	1	5	5	4	5	1	5	5	
N	2	2	1	3	2	5	5	2	1	5	5	5	5	5	1	5	5	
R	2	2	1	3	2	5	5	2	1	5	5	5	5	5	1	5	5	
AH	4	2	3	3	2	4	5	2	1	1	5	1	5	5	5	1	5	
E4	4	3	2	3	1	4	1	2	1	5	3	5	1	5	5	2	5	

Step 1 Ratings Legend
 1 = Retain - 15% highest-rated segments
 2 = Retain (by association)
 88 = Eliminate (by association)
 99 = Eliminate - 15% lowest-rated segments

Excerpt from Evaluation Rating Matrix

Evaluation Criteria

► Impact Ratings Criteria (continued)

- Existing open space
- Proposed open space
- Public parks and trails
- Structures affected
- Noise
- Conservation priority areas
- Wildlife corridors

Segment	Agency rating		Public rating	Impacts rating													
	Local	Regional, state, federal		Public input	Subsurface fissures	Subsidence	Structures affected	Wildlife corridors	Conservation Priority Areas	Threatened and endangered species	Public parks and trails	Noise	Cultural sites/resources	Existing development	Planned development	Natural drainage features (washes/rivers)	Human-made drainage features (canals, flood retarding structures)
P	3	3	2	3	2	5	5	2	3	5	4	5	5	3	5	5	5
L2	3	3	2	3	1	4	5	3	1	5	5	5	5	5	5	5	5
AD	4	2	4	2	2	5	5	2	1	1	5	5	5	5	5	5	5
J	3	2	3	3	2	5	5	2	1	5	5	5	5	5	1	5	5
AI	3	3	2	3	2	5	5	1	1	1	5	5	5	5	5	3	5
AJ	3	3	2	3	2	4	5	2	1	5	5	5	5	5	5	2	5
M	2	3	2	3	2	5	5	2	1	5	5	5	5	1	5	5	5
Z	2	4	3	2	2	4	5	2	1	5	1	3	4	5	5	5	5
AL	4	3	3	3	1	5	5	1	1	5	5	3	3	5	5	3	5
O2	3	2	3	3	1	5	3	2	1	5	5	5	5	3	5	5	5
V	3	2	2	3	2	5	1	3	3	5	5	5	5	5	5	5	5
AK	4	3	3	1	2	5	5	1	1	1	5	5	5	5	5	3	5
E1	4	3	2	3	2	4	3	2	5	1	5	5	4	5	1	5	5
N	2	2	1	3	2	5	5	2	1	5	5	5	5	5	1	5	5
R	2	2	1	3	2	5	5	2	1	5	5	5	5	5	1	5	5
AH	4	2	3	3	2	4	5	2	1	1	5	1	5	5	5	1	5
E4	4	3	2	3	1	4	1	2	1	5	3	5	1	5	5	2	5

Step 1 Ratings Legend
 1 = Retain - 15% highest-rated segments
 2 = Retain (by association)
 88 = Eliminate (by association)
 99 = Eliminate - 15% lowest-rated segments

Excerpt from Evaluation Rating Matrix

Evaluation Criteria

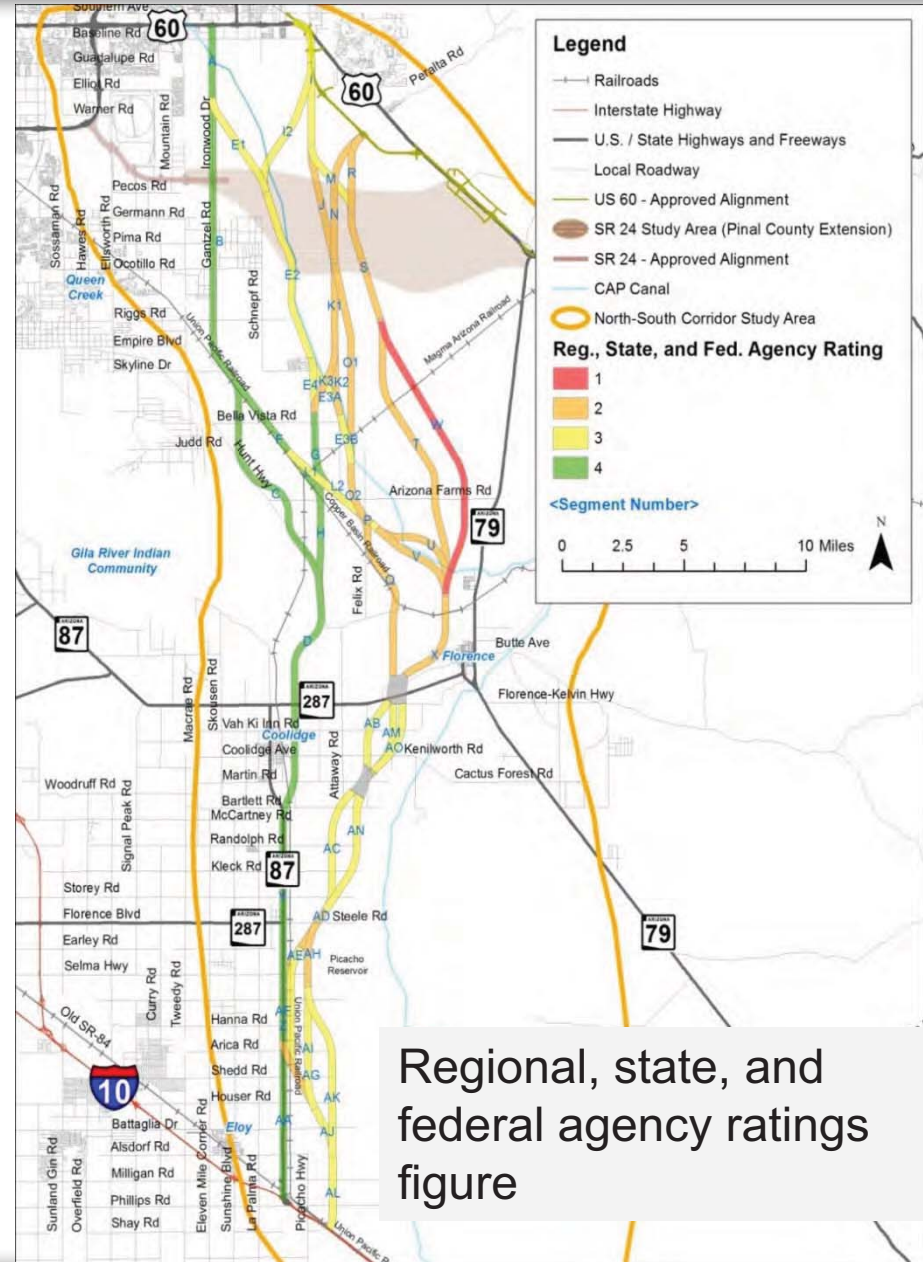
- ▶ Local stakeholder agency ratings
 - Apache Junction
 - Coolidge
 - Eloy
 - Florence
 - Queen Creek
 - Pinal County



Local stakeholder agency ratings figure

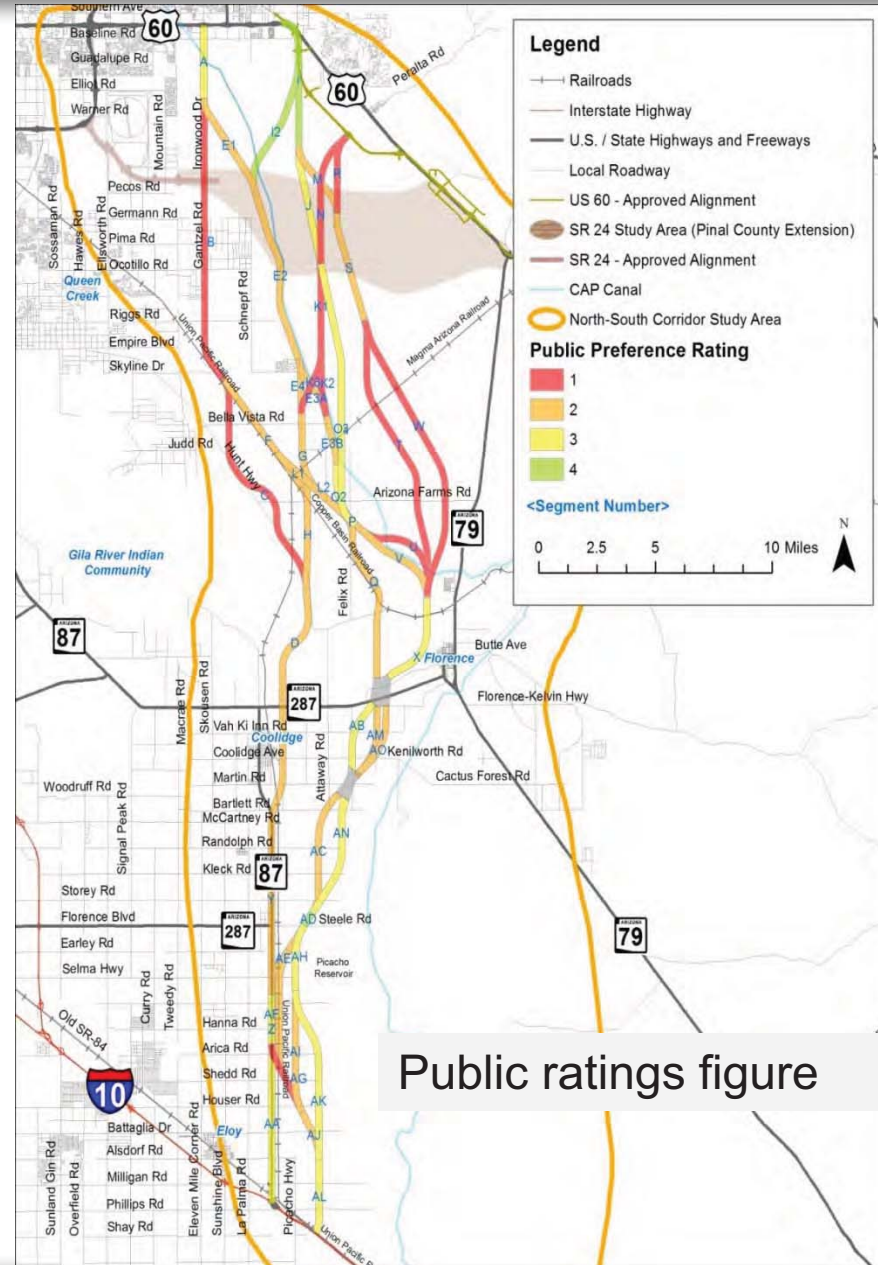
Evaluation Criteria

- ▶ Regional, state, and federal agency ratings



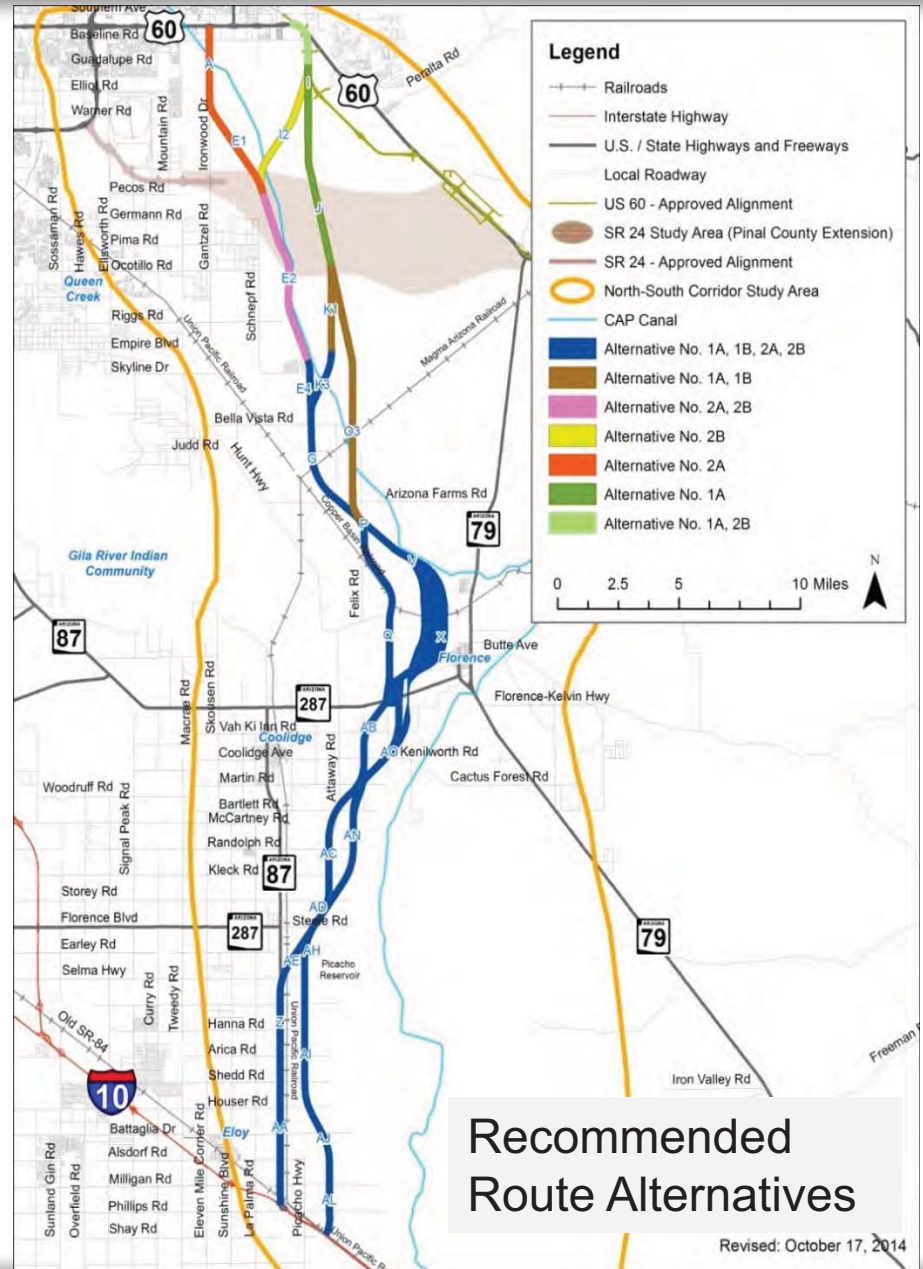
Evaluation Criteria

- ▶ Public Ratings
 - December 2011 Workshops



Recommended Corridors

- ▶ Continuous Route Alternatives to be further evaluated (in addition to a No-Build Option) in the EIS/DCR Phase of the North-South Corridor Study



Next Steps


- ▶ ASR Public meetings (November 17-20, 2014)
- ▶ Continue coordination with the ongoing ADOT *Passenger Rail Study: Tucson To Phoenix*
- ▶ Continue coordination with the ongoing ADOT *Traffic and Revenue Feasibility Study*
- ▶ Prepare Draft Environmental Impact Statement (DEIS) and Location/Design Concept Report
- ▶ Public hearing on the DEIS (anticipated late 2016)

How to comment

- ▶ Tonight: Fill out a comment form
- ▶ Online: azdot.gov/northsouthcorridorstudy
- ▶ Email: projects@azdot.gov
- ▶ Phone: 855.712.8530
- ▶ Mail:
c/o North South Corridor Study
1655 W Jackson, #126F
Phoenix, AZ 85007

Thank You!

- The open house will continue until 8 p.m.
- Study team members will remain to answer questions and gather comments.

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7.
MEETING DATE: December 8, 2014 DEPARTMENT: Administration STAFF PRESENTER: Jennifer Evans, Management Analyst SUBJECT: Discussion of Special Event Vendor Permits		<input type="checkbox"/> Action <input checked="" type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <ul style="list-style-type: none"> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

For discussion only.

BACKGROUND/DISCUSSION:

The Town Council adopted Ordinance No. 549-11 on January 3, 2011 which regulates special events and provides for discounted permit fees for non-profit organizations and vendors. The Town, working with various event organizers, has streamlined the vendor permitting process over time. Special event vendors are regulated by the Town at all events open to the public with the exception of the farmers market. All vendors must complete the special event vendor application and obtain a special event vendor permit for \$10. Businesses with valid business licenses, non-profits, religious organizations, hospitals, agricultural produce growers, and arts and craft vendors whose sales are less than \$3,000.00 annually may receive an exemption from the fee.

The farmers market has been held weekly on Main Street in Arriola Square since 2002. The Town Code on payment of business license fees and special event vendor fees have not been enforced since the market's inception. The market was coordinated initially under the umbrella of the Chamber of Commerce, but the organization has not been involved with the market for several years. The Chamber of Commerce last requested the waiver of vendor fees from the Town in 2003. The market is managed now by an individual without the support of a non-profit or oversight by the Town.

On October 25, 2014, Town staff gave notice to the farmers market vendors that the Town intends to develop a new market in the near future and regulate it per Town Code. The purpose of the new farmers market is to expand the number of activities scheduled at or adjacent to Padilla Park and use Town resources to promote the market. The letter also stated that vendors at the existing market are welcome to participate in the new market, but may no longer set up in Arriola Square without a permit after December 1, 2014. The deadline was extended until January 1, 2015 at the November 3, 2014 Town Council meeting.

Special events are governed by Title XI: Business Regulations, Chapter 112 Special Events of the Town Code that describes the permits required and application process that must be followed to hold a special event in Florence. The Deputy Town Manager, or designee, administers the special event application process. Town staff seeks to uniformly enforce the Code for all special events held in Florence to promote public health and safety.

FINANCIAL IMPACT:

The financial impact on the Town is minimal due to most vendors qualifying for a special event vendor exemption.

STAFF RECOMMENDATION:

For discussion only.

ATTACHMENTS:

Memorandum regarding Farmers Market Background and Information dated November 14, 2014.



TOWN OF FLORENCE
775 NORTH MAIN STREET
P.O. BOX 2670
FLORENCE, AZ 85132
PHONE: 520-868-7500
FAX: 520-868-7564

MEMO

To: Mayor and Town Council
From: Lisa Garcia, Deputy Town Manager/Town Clerk
Date: November 14, 2014
Re: Farmer's Market Background and Information

The Town of Florence is planning a new, seasonal Farmers Market. The concept behind the new, seasonal Farmers Market is to have a market that is promoted by town staff using town dollars for staffing and marketing. The Farmers Market will be regulated per Town Code. The Farmers Market will take place the first and third Thursday of the month, promoting the momentum of already established events that occur in Florence on Thursdays such as First Thursdays and Concerts in the Park. The target audience for the event is the citizens of Florence as well as the thousands who commute during the workweek. Market hours will be from 11:00 a.m. to 3:00 p.m. The program will be marketed to the employees as another option to spend a lunch hour. We will also be able to market to the correctional institutions that will have two shifts of people that could attend the Farmers Market before or after work. Holding the Farmers Market on Thursdays will allow the Town to attract vendors that are already committed to other established Farmers Markets in bigger areas.

Staff will be reaching out to area dairies and farmers to encourage participation. Staff has looked at many community models and is attempting to bring a viable market that is also entertaining.

Background

On October 7, 2002, Council approved the Chamber of Commerce request for the necessary street closures on Saturdays of the Farmers Market and waived the fees for business licenses for the first six months.

On January 21, 2003, the Council waved the initial fees to bring water to the Community Garden in the amount of \$1,245. The concept that produce grown at the Community Garden could be sold at the Farmers Market.

On September 15, 2003, the Florence Town Council approved the Chamber of Commerce request to waive vendor fees for the Farmers Market and to use Arriola Square and both sides of the sidewalk on Main Street from November 1, 2003 thru April 21, 2004.

On August 30, 2010, the Council held a work session, which discussed many of the same issues that are being discussed today. I have included those minutes as an attachment for your review. Highlights of the discussion include notice to the Council that Town staff is not regulating the Farmers Market nor collecting fees associated with the Farmers Market.

January 3, 2011, the Town Council adopted Ordinance No. 549-11 regulating special events and providing for discounted rates for non-profits and vendors. Since that time, staff has worked to regulate vendors at all events open to the public regardless of the location of the event. We have established working relations with organizations who promote events and have streamlined the vendor process.

October 25, 2014, Town staff gave notice to the vendors at the Farmers Market that the Town intends to develop a new seasonal market in the near future and invited them to be part of the new market. The notice included a date of December 1, 2014, when the vendor would be required to comply with adopted rules for permitting.

Work Session

At the November 3, 2014 Council Meeting, many members expressed the need for a work session. Town Staff is scheduling a work session on December 8, 2014 and have invited the Chamber of Commerce and vendors to attend. The notice to the vendors included an extension to January 1, 2014, after this date vendors are no longer allowed to set up in Arriola Square without a permit.

Attachments

1. October 7, 2002 Town Council Minutes
2. January 21, 2003 Town Council Minutes
3. September 15, 2003 Town Council Minutes
4. August 30, 2010 Town Council Minutes
5. Special Events Section of the Code adopted January 3, 2011
6. October 24, 2014 letter to vendors
7. Chris Cox Letter to Council

one

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND COUNCIL OF THE TOWN OF FLORENCE HELD MONDAY, OCTOBER 7, 2002 AT 7:00 P.M. IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA.

1. CALL TO ORDER:

Mayor Williams called the meeting to order at 7:00 p.m.

2. ROLL CALL:

Councilmember:

Williams, Morgan, Henderson, Freeman,
Rankin, Pomeroy, Smith.

3. PLEDGE OF ALLEGIANCE

Mayor Williams led the Pledge of Allegiance.

4. PRESENTATIONS

a. Presentation by Ian Calkins of Copper State Consulting Group on the PV-SEV/BOB Project.

Ian Calkins, Copper State Consulting Group, gave a brief introduction of the project. He gave the Florence residents an open invitation to attend various open houses that will help to site the power lines. The Center Arizona Transition Group formed to address Central Arizona specifically. The participants included the historical utilities and many of the independent power producers. The study was the first of its kind in the nation.

Mr. Calkins showed a schematic presentation of the results of the study. He would put out the disclaimer that it is not represented to show routes. In July 2001 a report was issued that announced the results of moving forward, the Palo Verde to the Southeast project. It will be routed to the Palo Verde, West of Casa Grande and the traverse across the Pinal County Area. SRP existing lines will be looped into the new substation. It is a new element in the Central Arizona Transmission. Utility retain environmental consultants to handle the NEPA Permit and the Arizona Certificate of Environmental capability.

They are having five open houses throughout Pinal County in the next two weeks. They will be presenting a series of opportunities showing roadways, railways, canals that show the possibilities of new line routes. The public can also help with areas of concern of where the community would not like to see the lines. The answer they do not want is not in my backyard. The sooner they get built the better; it is difficult to retrofit the community. SKIP is not involved in this process. At some point in time SKIP will have to make some decisions as to where they would like to connect. The costs of these facilities are handled by the ratepayer. How it comes across to the ratepayers depends on the individual sponsors.

Councilmember Rankin stated that the proposed closest line was ten miles from Florence. He stated that the CAP Cannel represents an eastern boundary limit. Councilmember Rankin asks if the study looks at the existing right of way.

Mr. Calkins answered that they are trying to consolidate rather than to have facilities spread all over the place. The lines are designed to meet the agricultural needs.

- b. **Proclamation declaring October 2002 as "National Head Start Month" presented to Barbara Morrow, Florence Head Start Site Manager.**

Mayor Williams presented a proclamation declaring October 2002 as "National Head Start Month" to Barbara Morrow the Florence Head Start Site Manager.

5. NEW BUSINESS

- a. **Resolution No. 814-02: For Discussion/Approval/Disapproval.**
Mayor Williams read Resolution No. 814-02 by title only.

A RESOLUTION OF THE COUNCIL OF THE TOWN OF FLORENCE, ARIZONA, AUTHORIZING AN APPLICATION TO THE ARIZONA DEPARTMENT OF COMMERCE FOR THE COMMUNICATIONS ASSESSMENT PROGRAM.

Cathy Melvin, Grants Coordinator, stated that the Department of Commerce announced funding for a telecommunication assessment program. The Arizona Department of Commerce urged partnering. Florence is partnering with Pinal and Gila County.

On motion of Councilmember Freeman, seconded by Vice-Mayor Morgan and carried to adopt Resolution No. 814-02.

- b. **Resolution No. 815-02: For Discussion/Approval/Disapproval.**
Mayor Williams read Resolution No. 815-02 by title only.

A RESOLUTION OF THE TOWN COUNCIL OF FLORENCE, ARIZONA AUTHORIZING THE ADOPTION OF OWNER OCCUPIED HOUSING REHABILITATION GUIDELINES, DATED SEPTEMBER 2002, IN RELATION TO CDBG CONTRACT #130-03/ AN APPLICATION FOR FY 2002 STATE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR A HOUSING REHABILITATION ACTIVITY (Guidelines).

Mrs. Melvin stated that these are revised Guidelines, each year the Council is required to adopt Community Development Block Grant Guidelines that govern how we handle the Towns CDBG Program. Mrs. Melvin stated that the contract has to go out to bid. The Town's agents will be Cathy Melvin and Larry Quick.

On motion of Councilmember Rankin, seconded by Vice-Mayor Morgan and carried to adopt Resolution No. 815-02.

- c. **Resolution No. 816-02: For Discussion/Approval/Disapproval.**
Mayor Williams read Resolution No. 816-02 by title only.

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AUTHORIZING AND APPROVING AN INTER-GOVERNMENTAL AGREEMENT WITH THE FLORENCE UNIFIED SCHOOL DISTRICT FOR CONSTRUCTION OF NEW LOW-INCOME HOME USING HIGH SCHOOL STUDENTS IN A VOCATIONAL TRAINING PROGRAM.

Mrs. Melvin, Grants Coordinator, stated this is the program where the Florence High School will have a class to build a home. The Town will sell the home to a low to moderate income family.

Councilmember Freeman asked if there was any affect on the budget.

Mrs. Melvin answered that no monies will be used from the general fund. National Bank will be helping people fill out the loan papers.

On motion of Councilmember Freeman, seconded by Councilmember Rankin and carried to adopt Resolution No. 816-02.

d. Resolution No. 817-02: For Discussion/Approval/Disapproval.
Mayor Williams read Resolution No. 817-02 by title only.

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, DECLARING THE TOWN OF FLORENCE PERSONNEL POLICIES AND PROCEDURES DATED THE 7TH DAY OF OCTOBER 2002 TO BE A PUBLIC RECORD AND AMENDING THE CURRENT TOWN OF FLORENCE PERSONNEL RULES AND REGULATIONS IN COMPLIANCE WITH SECTION 14-33 OF THE CODE OF THE TOWN OF FLORENCE.

Himanshu Patel, Management Assistant, explained that the existing personnel rules are out dated. Staff identified and reviewed other community's policies. Staff choose to follow Pinal County's personnel guidelines.

Councilmember Rankin asked if the personnel rules and regulations have been sent to the Risk Pool.

Mr. Patel answered yes and that their suggestions have been incorporated.

Vice-Mayor Morgan stated that his major concern is that the employees do not have grievance rights past the Town Manager. The Town Manager has become unaccountable for too many things. There should be an independent grievance procedure.

Mayor Williams stated that the Council directs the Town Manager. As council they are not allowed to be involved in personnel matters.

Mr. Patel explained that most employees have a grievance process. The only employees that do not would be those that are directly supervised by the Town Manager, which is for the most part Department Head level employees.

Vice-Mayor Morgan stated that if the Town Manager makes the decision the employee should have the right to an independent merit board.

Councilmember Rankin asked when the Town stopped using the merit board system

Vice-Mayor Morgan stated that we could partner with the County for use of their board.

Councilmember Freeman asked staff to research this information and come back to Council.

Councilmember Smith questioned supervision and discipline, the policy stated the different types of discipline and does not list various steps of punishment.

Councilmember Rankin stated that the reason why the Council hired the Manager is to make these decisions for them. He does not feel Council should be involved, they hired the man for the position and need to put faith in what he is doing. He strongly suggests that they need to separate themselves from getting too much involved in personnel issues.

On motion of Vice-Mayor Morgan, seconded by Councilmember Rankin to table this item.

Mayor Williams called for a roll call vote:

Yea: Williams, Morgan, Freeman, Rankin, Smith

Nay: Henderson, Pomeroy.

John Wildermuth, Town Attorney, stated that because this item was tabled with no scheduled date it will be brought back before Council at the next meeting in October 2002.

Mayor Williams called for item M to be taken out of order.

M. Authorization to award bid on "Design-Build" project for a new 2.5 MGD wastewater treatment plant at Plant Road to AquaTec, Inc. in an amount not to exceed \$5,495,000: For Discussion/Approval/Disapproval.

Richard Ryan, President of AquaTec, gave a brief power point presentation showing various projects the company completed for both municipalities and private enterprise. AquaTec is an engineering company; they deliver turn key projects on wastewater treatment. In the past they have done quite a bit of fortune 500 companies. Building an industrial treatment plant is just as complicated as building a municipal treatment plant. There is a five to twenty percent cost savings in turn key projects and provides single source responsibility. The project is completed on the fast track; obviously it is a

guaranteed price. They have done a lot of retrofit work to eliminate odor problems. This is the same type of plant that Arizona City is bidding. The Arizona Department of Quality likes this process and it is what they are suggesting on this project. Besides being a design engineer they build and patent their equipment.

Larry Hansen, Town Engineer, stated that they had major problems with the headworks, which lead to the A plus effluent being re-negotiated.

Councilmember Smith stated that they went out to the voters with A plus effluent water.

Mr. Hansen stated that immediately upon building the plant they will add the new filters and bring it to A plus quality effluent.

Clint Arndt, Water/Wastewater Superintendent, explained that while the plant is being constructed the filters will be purchased for the plant. The costs will be taken out of the operational budget, the headworks and the filters are the same price.

Mr. Patel stated that the contractor has asked for a one and a half percent late fee, the Town only wants a one percent late fee.

Vice-Mayor Morgan has an issue with paragraph one and paragraph two under the terms and conditions.

Mr. Ryan, AquaTec, answered that the paper work needs to get processed by the Town rapidly so that they get paid. They put the one and a half percent in as an incentive to pay the bills on time.

Mr. Ryan, AquaTec, agreed to the one percent and agrees to add the insurance clause to the contract. He clarified that the basic plant is ninety percent of the costs, the head works is at ten percent of the plant. They went into the project having the basic treatment plant and the tertiary plant, the need for the headworks was much more critical. Basically what is done in taking the tertiary and using the money on the front end to fix the equipment. They can still add the filters over the next two years.

Councilmember Rankin asked how much of a guarantee is on the equipment.

Mr. Ryan answered that the Town will have a twelve month guarantee. They will use an on site AquaTec employee at all times during the construction. They will use all local contractors with them having all responsibilities.

Councilmember Rankin stated they do not have anyway to get the water to a place where they can use it.

Larry Hansen stated that the transfer line would be about $\frac{3}{4}$ of a mile and cost between 75 & 100,000 thousand. They have existing easements.

Vice-Mayor Morgan stated that he thought that Council took a vote to end up with a plant that would be ready for future growth.

Larry Hansen stated that the plant currently has C effluent.

Councilmember Smith asked where we stand at this time with Arizona Department of Corrections negotiations.

Mr. Patel answered that he is not aware of the status at this time.

John Wildermuth, Town Attorney, stated that if John Geib were here he would say they need to offer an alternative but that arbitration is a possibility.

Councilmember Rankin stated that they need more information and would like to have a meeting with him before going out to contract.

Larry Hansen, Town Engineer, stated that the Town is out of compliance, ADEQ is has backed off as of citing us, normally what they do is issue cease and decess order and your can not have any additional growth.

Clint Arndt, Water/Waste Water Superintendent, stated that the headworks are not going to make it very much longer, they can put the filters in prior to the plant coming on line and the money is available right now.

Mayor Williams stated that if we do not pass this the County will be affected.

Larry Quick, Building Official, stated that a developer has purchased three different parcels of land which total 1,000 homes.

Mr. Patel stated that the board approved the loan at the September Council Meeting.

On motion of Councilmember Freeman, seconded by Councilmember Pomeroy and carried to approve the AquaTec Contract with the amendments of one percent and the acceptance of the Risk Pool Language.

Mayor Williams called for a Roll Call vote:

Yea: Freeman, Pomeroy, Henderson, Smith, Morgan, Williams
Nay: Rankin

Motion is approved.

e. Installation of stop signs at Butte Avenue & Willow Street to make a four way stop: For Discussion/Approval/Disapproval (Requested by Councilmember Morgan) (Rules).

Vice-Mayor Morgan stated that citizens have approached him and requested this. A charter school is on the corner of Butte Avenue and Willow Street. He requests that council consider putting a four way stop instead of the two way stop.

Councilmember Freeman asked if the Town had done any studies that would warrant the placement of a stop sign.

Chief Ingulli stated that it may stop people from speeding in the area. Over the last three years there were two accidents. Both minor in nature.

Vice-Mayor Morgan stated that he would like to be pro-active than re-active. He would like to keep the residential streets a little safer.

Councilmember Rankin stated that when they started talking about the traffic singles ADOT stated that the signal does not help accidents it creates incidents. He is worried that it will make Central the speed zone. If there are little kids at the church he does not see how the Council could keep from putting in the zones.

Tim O'grace, resident, does not think that it is necessary, but maybe the school should have a speed limit reduced down to 15 miles per hour. Most of the problem is that the High School students race to Circle K at lunch time.

Councilmember Smith stated that having a school zone is a real problem. He does not see anything wrong with having a four way street.

On motion of Councilmember Rankin, seconded by Vice-Mayor Morgan and carried to place four way stop signs on Butte Avenue and Willow Street.

f. Application for Extension of Premises/Patio Permit: For Discussion/Approval/Disapproval of Gibby's Old Town Cantina seeking a temporary extension for Junior Parada, November 29, 2002 to December 1, 2002.

Richard Lake, Main Street Program, explained that they are undergoing a huge event this year. Music groups will be performing at the square, port-a-potties are being set up in the chamber parking lot. They are going out for major sponsors and looking for a huge parade. At three they will have a barbeque. The hat band will be performing from 5:00 p.m. to 9:00 p.m. and Mogion is performing until 1:00 a.m.

On motion of Councilmember Smith, seconded by Vice-Mayor Morgan and carried to approve the application for extension of Premises/Patio Permit.

g. Request for Street Closures for the 70th Annual Florence Junior Parada Main Street Events: For Discussion/Approval/Disapproval of the Main Street Programs request for Street Closures On Saturday November 30, 2002 and Sunday December 1, 2002.

On motion of Councilmember Freeman, seconded by Councilmember Rankin and carried to approve the requested street closures for the 70th Annual Florence Junior Parada and the Main Street Events.

h. Request for Street Closure for the Homecoming Event:
Discussion/Approval/Disapproval of the Closing Main Street and Bailey Street from 13th to Ruggles Street for the High Schools Home Coming Parade on Friday October 25, 2002, from 12:30 p.m. to 2:00 p.m.

On motion of Councilmember Rankin, seconded by Councilmember Henderson and carried to approve requested street closures for the Florence High School Homecoming Parade.

i. Request for Street Closure for the Homecoming Event:
Discussion/Approval/Disapproval of closing 11th Street at Main and Bailey Streets for a four hour period on Friday, October 25, 2002 (map).

George Feliz, Parks and Recreation Director, stated that the event is designed to be geared toward the High School students. Steven Osmondson has worked hard on the event. They will need more time for set up. The inflatable games need to be set up. These are not jump council type they are sumo wrestling and jousting. The age group for the event is High School and Middle School kids.

On motion of Councilmember Smith, seconded by Vice-Mayor Morgan and carried to approve requested street closures for the Parks and Recreation Department activities after the Homecoming Parade.

j. Request for Parking Lot Closure for a Farmers Market:
Discussion/Approval/Disapproval of The Greater Florence Chamber of Commerce's request to Close Arriola Square on Saturday, November 2, 2002 from 8:00 a.m. to 1:00 p.m.

Chris Cox stated that she is working with the state and the county to get approved growers. She is trying to get a nut stand. She wants to have a Farmers Market every Saturday.

Richard Lake stated that the Farmers Market concept has been on the floor many years.

Mr. Quick, Building Official, stated that he likes the idea and asked if the crafters are supposed to have a business license.

Councilmember Rankin would like to have the business license fee waived the first six months. There should be no charge until we get it off the ground.

Vice-Mayor Morgan would like to see something be done with the High Profile vehicle parking lot. This could be an asset.

Mrs. Cox stated they are hoping to get the traffic on Main Street.

On motion of Vice-Mayor Morgan, seconded by Councilmember Pomeroy and carried to have any necessary street closures on the Saturdays of the Farmers Market and to waive the fees for the business license for the first six months.

- k. Authorization to submit a grant application to the DUI Abatement Council in an amount not to exceed \$20,000 for the purchase of five video camera systems to be placed in patrol vehicles.**

On motion of Vice-Mayor Morgan, seconded by Councilmember Freeman and carried to authorize staff to submit a grant application to the DUI Abatement Council in an amount not to exceed \$20,000 for the purchase of five video camera systems to be placed in patrol vehicles.

- l. Authorization to enter into a contractual agreement with Utility Management and Consultant Inc. in an amount not to exceed \$16,000: For Discussion/Approval/Disapproval of retaining a consultant to assist with the Streetlight purchase project.**

Himanshu Patel, Management Assistant, stated that in April the Council heard a presentation with street light purchases verse rental. APS has been offering the purchase of street lights. They have recently finished the RFP Process.

Mr. Bill McNally stated that what they pay for the street lights and the cost of the project will be approximately \$15,000 less then what they are paying now. The entire process takes approximately three months.

Mr. Patel stated that Mr. McNally is also going to assist the staff with retrofitting the lights for cost savings.

On motion of Councilmember Henderson, seconded by Councilmember Pomeroy and carried to authorize staff to enter into a contractual agreement with Utility Management and Consultant Inc. in an amount not to exceed \$16,000.

- m. Authorization to award bid on "Design-Build" project for a new 2.5 MGD wastewater treatment plant at Plant Road to AquaTec, Inc. in an amount not to exceed \$5,495,000: For Discussion/Approval/Disapproval.**

Item M taken out of order.

- n. Authorization to award bid on two Ford Crown Victoria Police Interceptors to 5 Star Ford in an amount not to exceed \$44,604.28 excluding title and license: For Discussion/Approval/Disapproval.**

On motion of Vice-Mayor Morgan, seconded by Councilmember Rankin and carried to award bid on two Ford Crown Victoria Police Interceptors to 5 Star Ford in an amount not to exceed \$44,604.28 excluding title and license.

Councilmember Pomeroy asked about the assignment of Police Cars, he asked when they have the cars on the road. Councilmember Pomeroy stated that he feels there are too many vehicles in the parking lot.

o. Authorization to advertise and receive bids on Electronic Meters and Radio Read Equipment: For Discussion/Approval/Disapproval.

Councilmember Rankin asked if the meters are going to have to be changed and how much retro fitting all the existing meters will cost.

Clint Arndt, Water/Wastewater Superintendent, answered approximately seventy dollars per meter, plus the cost of man power. This will be a five year project.

On motion of Vice-Mayor Morgan, seconded by Councilmember Freeman and carried to advertise and receive bids on Electronic Meters and Radio Read Equipment.

p. Authorization to advertise and receive bids on for the Purchase of a Backhoe: For Discussion/Approval/Disapproval.

On motion of Councilmember Rankin, seconded by Vice-Mayor Morgan and carried to advertise and receive bids for the Purchase of a Backhoe.

6. WARRANT REGISTER: Authorization to pay the Register of Demands ending August 31, 2002 in the amount of \$666,544.70.

On motion of Vice-Mayor Morgan, seconded by Councilmember Henderson and carried to pay the Register of Demands ending August 31, 2002 in the amount of \$666,544.70.

7. REPORTS BY OFFICERS

A) Manager's Report

B) Department Reports

1. **Community Development**
2. **Finance**
3. **Fire**
4. **Library**
5. **Parks & Recreation**
6. **Police**
7. **Public Works**

Morris Taylor, Interim Public Works Director, stated that the original contract date of the curb and gutter project had a completion date of February 1, 2003. The date has been extended until the end of February.

8. **Senior Center**
9. **Water/Waste Water**

- 8. CALL TO THE PUBLIC/COUNCIL RESPONSE:** Call to the Public for Public Comment on issues within the Jurisdiction of the Town Council. Individual Council members may respond to criticism made by those commenting, may ask staff to review a matter raised or may ask that a matter be put on a future agenda.

Stephanie Jordan, candidate for Clerk of the Court, stated this is the first time anyone new will be voted into office in the last forty years. She urges people to get out and vote.

Jim Webb, Citizens and Tax Payers of the Town, stated he is no longer a department head other than for discipline purposes. He speaks to the personnel policies that are coming to Council for their approval. The Town Manager makes a big deal that his Department Heads are at will. Department Heads have no rights and no chalice and reminds his co-workers of the Oath of Office. He reads the Oath of Office into the record. He does not read anything about swearing allegiance to the Town Manager. Six generations of his family served the arm forces and he will not for a minute let anyone diminish it for the Town. He does not think he will be here much longer to make a representation to the Council.

9. CALL TO COUNCIL

Vice-Mayor Morgan stated that he just came back from vacation and was more than please to get back to the Town of Florence. He thinks it is great that we are starting a farmers market. He wants Florence to remind everyone that they are the County Seat and that we have things going on.

Councilmember Smith stated that there is a best of Phoenix news articles and one of the bests was the Pinal County Museum. Advertising counts when it is free.

- 10. ADJOURN TO EXECUTIVE SESSION:** For the purpose of discussion of the public body in accordance with A.R.S. 38-431.03(A)(3) & (4) to receive legal advice from the Town Attorney on Arizona Department of Corrections sewer rate negotiations prior to arbitration.

Council selected not to go to executive session.

11. ADJOURNMENT

Mayor Williams adjourned the meeting at 10:37 p.m.



Patsy Williams, Mayor

ATTEST:



Lisa Garcia, Town Clerk

I certify that the foregoing Minutes are a true and correct copy of the Minutes of the Florence Town Council held on October 7, 2002 and certify that the meeting was duly called and that a quorum was present.



Lisa Garcia, Town Clerk

two

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND COUNCIL OF THE TOWN OF FLORENCE TO BE HELD TUESDAY, JANUARY 21, 2003 AT 6:00 P.M. IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA.

1. CALL TO ORDER

Mayor Williams called the meeting to order at 6:06 p.m.

- 2. ROLL CALL:** **PRESENT:** Williams, Morgan, Henderson, Freeman, Rankin, Pomeroy, Smith.

3. PLEDGE OF ALLEGIANCE

Mayor Williams led the Pledge of Allegiance.

4. WORK SESSION WITH ARIZONA MUNICIPAL RISK RETENTION POOL ON LAND USE ASSISTANCE LIFELINE PROGRAM, COMMUNITY DEVELOPMENT DISTRICTS AND DEVELOPMENT AGREEMENTS.

William J. Simms, Moyes Storey, and Edward A. Bantel, Southwest Risk Services, presented the pros and cons as well as ways to improve on land use issues. Land use has cost the Risk Pool almost eight million dollars. Almost half of that amount has gone to defense costs.

Mr. Bantel stated ways to avoid potential lawsuits is training for officials and staff in Land Use Assistance Lifeline and Contract Review.

Ways property rights can be taken:

Explicit taking/condemnation, regulatory taking/inverse condemnation, exactions through proportionality, development fees, must deprive property owner of all economically viable use of the land.

Mr. Bantel explained that as long as staff documents the reasoning's for charging development fees, there should not be a problem.

Far too many communities use development agreements. In most development agreements the town receives nothing and the developer gets vested zoning.

Mr. Simms stated that new legislation, including growing smarter and growing smarter plus hinders the community's ability to protect itself from giving a developer vested rights. It takes away the flexibility in the legislative capacity.

Breach of contract is usually unintended, if the city outlines the obligations and calendar the obligation make one person responsible. If Council signs a development agreement make sure staff performs.

Two ways to misrepresent on in intentional and the other is negligent misrepresentation. One who provides false information for the guidance of other in their business transaction is liable for losses cause by the justifiable reliance. Put someone in charge that is reliable. All key communications should be directed to one person.

Mayor Williams stated a developer requested to meet with Council not staff, now she understands they need to meet with staff and iron out all the problems.

5. MINUTES: Discussion/Approval/Disapproval of the Minutes of the Regular Meeting held December 2, 2002 and December 16, 2002 regular Meetings.

On motion of Councilmember Freeman, seconded by Councilmember Pomeroy and carried to approve the Minutes of the Regular Meetings held December 2, 2002 and December 16, 2002.

6. PUBLIC HEARINGS & PRESENTATIONS

- a. Public Hearing on a request for rezoning of a parcel of land identified as HRS Farms (Adamsville Road from AG, Agricultural and R-1 (PUD) to R-1 (PUD): (Empire Group L.L.C., applicant - tabled from December 16, 2002).**

Jeff Schwartz, Empire Group, L.L.C, thanked Council for the opportunity to appear before them tonight. The Empire Group has been in developing communities in the valley for over 20 years. The Empire Group has worked hard to develop a project that would benefit Florence. The PUD Zoning request details the commitment to Florence. The density will be 4.78 square feet units per acre with the average lot size are 5400 square feet. The minimum 5170 square feet the max 12,392 square feet

Councilmember Smith asked at who's expense Plant Road will be developed.

Larry Quick, Building Official, stated the developer will improve the east side of Plant Road.

Councilmember Freeman asked who is responsible for the maintenance of the open areas.

Mr. Schwartz stated that the homeowners association will have ownership of those tracts. The area will be landscaped with possibility of playground equipment.

Mayor Williams opened the public hearing.

Mary Lemme stated she would like the Council to make the lots 60 feet as required by code.

There being no further comment, Mayor Williams closed the public hearing.

b. Annual Report Presentation by the Historic District Advisory Commission.

Lynn Smith, Joint Chair of the Historic District Advisory Commission, gave a report on the Commissions accomplishments for 2002.

7. UNFINISHED BUSINESS

a. Ordinance No. 330-02: For Discussion/Approval/Disapproval.

Mayor Williams read Ordinance No 330-02 by title only.

AN ORDINANCE OF THE TOWN OF FLORENCE AMENDING THE "TOWN OF FLORENCE ZONING MAP" BY CHANGING THE ZONING CLASSIFICATION OF A CERTAIN PARCEL OF LAND FROM AG - AGRICULTURAL AND R-1 (PUD) TO R-1 (PUD) - SINGLE FAMILY RESIDENTIAL (PLANNED UNIT DEVELOPMENT).

Larry Quick, Building Official, stated that Empire Group. LLC for HRS Farms, is the applicant. This item was tabled from the December 16, 2002 meeting.

Mr. Quick stated that Plant Road was addressed during the review process and according to the code.

Mayor Williams stated that Phase One will begin on Adamsville Road.

Councilmember Rankin stated that he is not against the developers proposal, he has concerns with safety issues regarding access.

Mayor Williams stated that there will be no entry to these homes from Plant Road.

Morris Taylor, Public Works, stated that Pat Granillo had vision and hauled in gravel on Plant Road. The road is able to handle heavy traffic loads even in the rain.

Wayne Costa, Public Works Director, stated that the development agreement requires a 48 feet wide road with a 5 foot curb and gutter on each side.

Mr. Patel, Interim Town Manager, stated as the development occurs you let the development pay for itself.

Mayor Williams stated that all homes will have closed garages and vehicles will not to be stored or repaired on the streets.

On motion of Councilmember Rankin, seconded by Councilmember Freeman and carried to adopt Ordinance No. 330-02.

b. Discussion/Approval/Disapproval of Preliminary Plat for Florence 70 subject to Planning and Zoning Commissions Stipulations (tabled from December 16, 2002).

Mr. Schwartz stated the housing units will be priced from the low to mid \$80's to \$134,000. The home designs are being done by Stanely Homes.

Chief Lowry stated that the requirment for fire hydrants have been met.

Mr. Quick stated that every house will be shifted either to the left or the right to allow people to store vehicles in the back yard.

Vice-Mayor Morgan feels this is a project the Town needs to approve.

On motion of Councilmember Freeman, seconded by Vice-Mayor Morgan and caried to approve the Preliminary Plat for Florence 70 subject to the stipulations set by the Planning & Zoning Commission and Town staff.

c. Resolution No. 828-03: For Discussion/Approval/Disapproval .

Mayor Williams read Resolution No. 828-03 by title only.

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA AUTHORIZING THE MAYOR AND TOWN MANAGER TO TAKE ALL ACTIONS NECESSARY TO NEGOTIATE AND EXECUTE A DEVELOPMENT AGREEMENT BETWEEN THE TOWN OF FLORENCE AND THE DEVELOPER OF FLORENCE 70.

Councilmember Pomeroy would like to see access to the development prior to this contract being adopted.

Larry Quick, Building Official, stated that he agreed that plant road should be part of the CIP. The Town will need to develop that along with other areas.

Mr. Patel stated that they are going to annex the area west of the treatment plant.

On motion of Vice-Mayor Morgan, seconded by Councilmember Henderson and carried to adopt Resolution 828-03.

8. NEW BUSINESS

a. Resolution No. 829-03: For Discussion/Approval/Disapproval.

Mayor Williams read Resolution No. 829-03 by title only.

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, DECLARING THAT SAID COUNCIL DEEMS THE GRANTING OF A CERTAIN ELECTRIC FRANCHISE BENEFICIAL FOR THE TOWN OF FLORENCE; ORDERING A SPECIAL ELECTION TO BE HELD ON THE 20TH DAY OF MAY, 2003, AT WHICH ELECTION THERE SHALL BE SUBMITTED TO THE VOTERS OF SAID TOWN THE QUESTION AS TO WHETHER OR NOT SAID FRANCHISE SHALL BE GRANTED TO ARIZONA PUBLIC SERVICE COMPANY; PROVIDING FOR THE GIVING OF SAID NOTICE AND THAT ALL QUALIFIED VOTERS OF SAID TOWN SHALL BE ENTITLED TO VOTE AT SAID ELECTION, PRESCRIBING THE FORM OF BALLOT TO BE USED AT SAID ELECTION; AND DECLARING AN EMERGENCY.

On motion of Councilmember Rankin, seconded by Councilmember Freeman and carried to adopt Resolution 829-03.

- b. Discussion/Approval/Disapproval of entering into a lease/purchase agreement for the Town of Florence and award bid for Streetlight purchase up to \$239,000 for seven years with a interest rate of 3% monthly payment up to \$3,174.17 and no pre-payment restrictions to National Bank of Arizona.**

Councilmember Rankin asked how much money this will save in the first year.

Becki Guilin, Finance Director, answered \$8,800.

Mr. Patel stated that APS is responsible for replacing the lights. Other communities across Arizona have entered into an operation and maintenance agreement to maintain the lights after the Town has purchased them.

On motion of Councilmember Rankin, seconded by Councilmember Pomeroy and carried to enter into a lease/purchase agreement and award bid for streetlight purchase up to \$239,000 for seven years with an interest rate of 3% monthly up to \$3,174.17 and no pre-payment restrictions to National Bank of Arizona.

- c. Discussion/Approval/Disapproval of declaring the property at at 130 N. Main Street surplus and offering it for public sale with a minumum bid of \$51,500.**

Councilmemembr Rankin stated he would rather to see us refurbish the building through grants than sell the building.

Mr. Patel stated that Council had the opprotunity during the last CBDG cycle to rehab the building and Council choose not to. The Town will not be elgible to apply again until 2004.

Councilmember Rankin stated that it one of the oldest standing buildings in the Town.

Councilmember Freeman stated that the person bidding on it will do so with the understanding it is going to have to put an additional \$50,000 into it.

Councilmember Rankin stated that it could be referbished for the Parks & Recreation Department.

On motion of Vice-Mayor Morgan, seconded by Councilmember Smith to approve declaring the property at at 130 N. Main Street surplus and offering it for public sale with a minumum bid of \$51,500.

Mayor Williams called for a roll call vote:

Aye: Williams, Morgan, Freeman, Pomeroy, Smith.

Nay: Rankin, Henderson.

Motion carried.

- d. Discussion/Approval/Disapproval of amending AG Contract No. 88-0805 CIV, DC Contract No. CD-ADM-WWT-3148 to adjust rates to \$1.47 per 1000 gallons for a term of July 1, 2002 thru June 30, 2011 the Town paying the remaining balance of \$27,030 on June 30, 2011.**

Ms. Guilin stated that the new rates are \$1.02 more and are retroactive to July 1, 2003.

On motion of Councilmember Rankin, seconded by Councilmember Henderson and carried to approve amending AG Contract No. 88-0805 CIV, DC Contract No. CD-ADM-WWT-3148 to adjust rates to \$1.47 per 1000 gallons for a term of July 1, 2002 through June30, 2011 the Town paying the remaining balance of \$27,030 on June 30, 2011.

- e. Discussion/Approval/Disapproval to move all but \$100,000 of the Town's investment with the Local Government Investment Pool to National Bank.**

Vice-Mayor Morgan asked the total amount of money we have in the account.

Becki Guilin, Finance Director, answered that the Town has \$7, 273,982 in that account and explained that there will be a substantial amount of interest lost each month. The account has been open since August of 2001. It has been rolling over and accumulating interest. We budget for the intrest income every year.

Councilmember Rankin asked if the \$100,000 is the lowest amount we can keep in the account.

Ms. Guilin stated that Casa Grande lost 14.8 million and have addressed a letter requesting answers. Another issue that came up was that the state miscalulated the funds. The state could come back in and sweep the funds.

Councilmember Smith asked if we have one million dollars in national bank, how much is insured.

Ms. Guilin answered \$100,000.

Councilmember Smith stated that he would like us to put our funds in several places.

Councilmember Freeman stated that the Town is losing \$ 7,000 a month by moving the money over.

Ms. Guilin stated that it is much more secure.

Councilmember Pomeroy asked what the other communities are doing.

Ms. Guilin stated that they are not pulling it out. Mark Reader, Financial Advisor, explained that anytime the Town invest money it is a risk. There are a lot of uncertainties at the state level. We will be losing interest income.

On motion of Councilmember Rankin, seconded by Vice-Mayor Morgan and carried to move all but \$5,000 and have staff research two other FDIC insured banks.

f. Discussion/Approval/Disapproval of the Assumption of the Blessed Virgin Mary Parish's application for a Special Event Liquor License to hold a Valentine Dance Fundraiser on February 15, 2003.

On motion of Councilmember Freeman, seconded by Vice-Mayor Morgan and carried to approve of the Assumption of the Blessed Virgin Mary Parish's application for a Special Event Liquor License to hold a Valentine Dance Fundraiser on February 15, 2003.

g. Discussion/Approval/Disapproval of the Chamber of Commerce's request for a Special Events Liquor License to hold a Casino Night Fundraiser on Friday, February 28, 2003.

On motion of Councilmember Freeman, seconded by Councilmember Smith and carried to approve the Chamber of Commerce's request for a Special Events Liquor License to hold a Casino Night Fundraiser on Friday, February 28, 2003.

h. Discussion/Approval/Disapproval of Florence Main Street Program's request for street and park closures for the 2003 Historic Home Tour on February 8, 2003 from 8:00 a.m. to 5:00 p.m.

On motion of Councilmember Henderson, seconded by Vice-Mayor Morgan to approve of Florence Main Street Program's request for street and park closures for the 2003 Historic Home Tour on February 8, 2003 from 8:00 a.m. to 5:00 p.m. specific to the application.

i. Discussion/Approval/Disapproval of the Chamber of Commerce's request for a waiver of all water fees for a Community Garden.

Bonnie Bean, Chamber President, stated that the property is next to Eddie Taylor's Bed and Breakfast and it is owned by Sandie Smith. There is a large committee working on the community garden. This is an off spring of the farmers market. They would like the fee waived for at least the first year.

Councilmember Freeman is opposed to waiving the monthly water fees.

Ms. Bean stated that the Chamber would be willing to pay the monthly bill if the Town could waive the initial fees.

On motion of Councilmember Rankin, seconded by Councilmember Smith and carried to waive the initial fees in the amount of \$1245.00.

j. Discussion/Approval/Disapproval of awarding bid for patch truck to Akzo Nobel bid with a GMC truck in an amount not to exceed \$97,828.20.

On motion of Councilmember Rankin, seconded by Councilmember Smith and carried to award bid for a patch truck to Akzo Nobel with a GMC truck in an amount not to exceed \$97,828.20.

k. Mayor's appointment of two Council members to budget sub-committee.

Mayor Williams appointed Councilmembers Pomeroy and Rankin to the budget sub-committee.

l. Invitation to Council to attend Central Arizona Association of Governments Regional Council meeting on January 22, 2003 at 6:00 p.m. at the Dorothy Nolan Senior Center.

Attending the meeting on January 22, 2003 will be Mayor Williams, Councilmember Pomeroy, Councilmember Henderson and Vice-Mayor Morgan.

m. WARRANT REGISTER: Authorization to pay the Register of Demands ending December 31, 2002 in the amount of \$1,046,507.73.

On motion of Councilmember Rankin, seconded by Councilmember Henderson and carried to pay the Register of Demands ending December 31, 2002 in the amount of \$1,046,507.73

n. REPORTS BY OFFICERS

- A) Department Reports**
 - 1. Community Development**
 - 2. Finance**
 - 3. Fire**
 - 4. Library**
 - 5. Parks & Recreation**
 - 6. Police**
 - 7. Public Works**
 - 8. Senior Center**
 - 9. Water/Waste Water**

Councilmember Smith asked if they could trim the bottom branches on the trees next to the Clark House.

Mayor Williams asked if they are opening positions for Police Officers. Chief Ingulli answered that three officers are going to be advertised.

Councilmember Freeman asked what the project end date is going to be. Mr. Taylor answered 3 weeks.

9. CALL TO THE PUBLIC/COUNCIL RESPONSE

Call to the Public for Public Comment on issues within the Jurisdiction of the Town Council. Individual Council members may respond to criticism made by those commenting, may ask staff to review a matter raised or may ask that a matter be put on a future agenda.

Art Snyder thanked that Council for providing the chipper. Every time she sees something on the agenda that could help Public Works she is in favor of it. She noticed the amount of the warrant register. January 2, 2003 she read about the investment gone bad and she was concerned. She has heard rumblings about another \$500,000 that need to be better accounted for. She heard Council make a motion to sell a building that is across the street from a building we are renting. She had figures to how much had been given to the Chamber and Main Street, The Town pays all the utilities of the Burenkant Building.

10. CALL TO THE COUNCIL

Councilmember Smith thanked all those who helped with the shoot out on Main Street. He thanked L&B and the Newspaper. He also thanked the Town and Pinal County Historical Society.

Councilmember Pomeroy stated that as much as they investigate development agreements they always miss something. He would like to see staff work with the developers to get the roads into the subdivision.

Vice-Mayor Morgan stated that they are going to be addressing the monies that go out to the Chamber.

Mayor Williams made an announcement on the monies that are being saved on the landfill.

11. ADJOURN TO EXECUTIVE SESSION

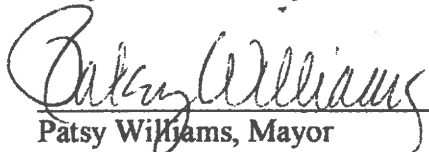
On motion of Councilmember Rankin, seconded by Councilmember Henderson and carried to adjourn to executive session for the purpose of discussion of public body in accordance with A.R.S. 38-431.03 (A)(1) personnel issues to discuss the Town Manager position.

12. ADJOURN FROM EXECUTIVE SESSION

On motion of Councilmember, seconded by Councilmember and carried to adjourn from executive session.

13. ADJOURNMENT

Mayor Williams adjourned the meeting at 9:02 p.m.



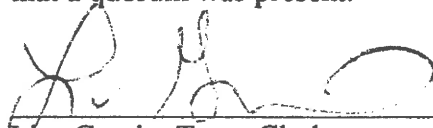
Patsy Williams, Mayor

ATTEST:



Lisa Garcia, Town Clerk

I certify that the following are a true and correct copy of the minutes of the Florence Town Council held January 21, 2003 certify that the meeting was duly called to order and that a quorum was present.



Lisa Garcia, Town Clerk

three

**MINUTES OF THE REGULAR MEETING OF THE MAYOR AND COUNCIL
OF THE TOWN OF FLORENCE HELD ON SEPTEMBER 15, 2003 AT 7:00 P.M.
IN THE CHAMBERS F TOIWN HALL, LOCATED AT 775 NORTH MAIN
STREEET, FLORENCE, ARIZONA.**

1. CALL TO ORDER:

Mayor Williams called the meeting to order at 7:05 p.m.

- 2. ROLL CALL: PRESENT:** Williams, Morgan, Rankin, Pomeroy, Smith,
Pomeroy, Freeman
ABSENT: Henderson

3. PLEDGE OF ALLEGIANCE

Mayor Williams led the Pledge of Allegiance.

**4. MINUTES: Approval of Minute of Council Meetings held August 4, 2003,
August 6, 2003 and August 18, 2003.**

On motion of Councilmember Rankin, seconded by Councilmember Smith and carried to approve the minutes of Council meetings held August 4, 2003, August 6, 2003 and August 18, 2003.

5. UNFINISHED BUSINESS

a. Ordinance No. 352-03: Discussion/Approval/Disapproval.

Mayor Williams read Ordinance 352-03 by title only.

**AN ORDINANCE OF THE TOWN OF FLORENCE, ARIZONA AMENDING
ARTICLE VI, DIVISION 3 OF THE TOWN OF FLORENCE CODE TO ADD
SECTIQN 4-245, DESIGN REVIEW (Second Reading).**

James Mannado, Town Attorney, explained that the agenda item has not been opened for public discussion, it was advertised as a public hearing but was not worded that way on the agenda.

On motion of Councilmember Smith and seconded by Councilmember Rankin and carried to open item 5a for public discussion.

Mayor Williams opened the public hearing.

Councilmember Rankin asked if the 20 percent changing of structure applies to single family residence.

Larry Quick, Building Official, explained that only applies to commercial buildings and large scale developments.

Councilmember Freeman asked if the developers will see the guidelines prior to submitting their plans.

Mr. Quick explained that the guidelines would be discussed in meetings prior to submitting the application.

Councilmember Rankin expressed his concerns over the timelines.

Mr. Quick explained that the Planning and Zoning Commission is willing to hold special meetings if necessary to help developers meet deadlines.

On motion of Councilmember Rankin, seconded by Councilmember Freeman and carried to adopt Ordinance 352-03.

6. NEW BUSINESS

a. Resolution No. 864-03: Discussion/Approval/Disapproval

Mayor Williams read Resolution No. 864-03 by title only.

RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF FLORENCE , ARIZONA APPROVING THE APPLICATION FOR RENWAL AND SUPPORTING THE CONTINUATION OF THE PINAL COUNTY ENTERPRISE ZONE; APPOINTING A REPRESENTIVE (S) DEROM THER FLORENCE TOWN COUNCIL TO SERVE ON THE ZONE COMMISSION; AUTHORIZING THE TOWN OF FLORENCE TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH PINAL COUNTY AND OTHER MUNICIPALITIES TO FROM THE ENTERPRISE ZONE COMMISSION.

Himanshu Patel, Town Manager, explained the Pinal County has been enterprise zoned for numerous years but it is time to reevaluate and designate areas which still qualify on the income threshold according to the census.

On motion of Councilmember Freeman, seconded by Vice-Mayor Morgan and carried to appoint Councilmember Smith with Councilmember Rankin as the alternate to serve on the Zone Commission and adopt Resolution No. 864-03.

b. Discussion/Approval/Disapproval of the Chamber of Commerce request to waive vendor fees for the Farmers Market and to use Arriola Square and both sides of the sidewalk on Main Street from November 1, 2003 thru April 21, 2004.

Councilmember Pomeroy stated last year was very successful and he does not want to discourage vendors.

Vice-Mayor Morgan asked the amount of a vendor fee.

Becki Guilin, Finance Director, stated a vendor license is \$25.00 per day.

On motion of Councilmember Pomeroy, seconded by Councilmember Smith and carried to approve the Chamber of Commerce request to waive vendor fees for the Farmers Market and to use Arriola Square and both sides of the sidewalk on Main Street from November 1, 2003 thru April 21 2004.

7. WARRANT REGISTRAR: Authorization to pay the register of demands ending August 31, 2003 in the amount of \$795,106.48.

On motion of Councilmember Rankin, seconded by Councilmember Pomeroy and carried to approve the registrar of demands ending August 31, 2003 in the amount of \$795,106.48.

8. REPORTS BY OFFICERS

A) Department Reports

- 1. Community Development**
- 2. Finance**
- 3. Fire**
- 4. Library**
- 5. Parks & Recreation**
- 6. Police**
- 7. Public Works**
- 8. Senior Center**

Councilmember Rankin questioned why only \$83.00 had been collected for out of town calls.

Chief Lowry explained that the forms for charging would be ready by the end of the week.

9. CALL TO THE PUBLIC/COUNCIL RESPONSE

Call to the Public for Public Comment on issues within the Jurisdiction of the Town Council. Individual Council members may respond to criticism made by those commenting, may ask staff to review a matter raised or may ask that a matter be put on a future agenda.

Richard Sanders, owner of a trailer park, expressed his concerns with the code regarding the age of manufactured homes in the Town limits. He would like Council to reconsider this issue.

Art Snyder, Florence Resident, stated she is impressed with the 24/7 child care and feels the children of Florence will benefit from the program.

10. CALL TO THE COUNCIL

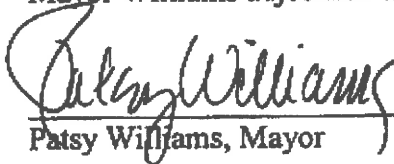
Councilmember Smith expressed his concerns over having properties cleaned up around Town.

Vice-Mayor Morgan agreed with Councilmember Smith that some areas of Town need attention.

Mayor Williams passed around a letter of formal protest regarding the Coolidge Land Use Plan.

11. ADJOURNEMENT

Mayor Williams adjourned the meeting at 7:40 p.m.



Patsy Williams, Mayor

ATTEST:



Lisa Garcia, Town Clerk

I certify that following are a true and correct copy of the minutes of the Florence Town Council held September 15, 2003 and certify that the meeting was duly called to order and a quorum was present.



Lisa Garcia, Town Clerk

four

MINUTES OF THE FLORENCE TOWN COUNCIL WORK SESSION HELD ON MONDAY, AUGUST 30, 2010 AT 5:30 P.M. IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.

1. CALL TO ORDER

Mayor Kilvinger called the meeting to order at 5:37 pm.

2. ROLL CALL:

Present: Kilvinger, Smith, Woolridge, Celaya, Hawkins, Brown

Absent: Raasch

3. WORK SESSION

a. Administration section of Town Code/Council Rules of Order and Procedures

Ms. Lisa Garcia, Town Clerk, inquired if the Council would like to continue to meet on the first and third Monday of the month at 6:00 pm.

It was the consensus of the Council to continue to meet on the first and third Monday of the month at 6:00 pm.

Ms. Garcia inquired if the Council would like to host some meetings at Caliente, Florence Gardens, and Anthem.

It was the consensus of the Council to have their meetings at Town Hall. They may consider having a meeting at Anthem if there is an item that pertains to their area.

Mrs. Garcia discussed the possibility of changing or eliminating the posting locations. The three posting locations are: Town Hall, Library, and Police Department. She said that many communities are changing the amount of places they post and are posting on the website as their main posting place. She said Arizona State Statutes require that the Town post the agendas on the website. She said there are several people who do not like the Town moving to an all electronic format. She asked Council to consider eliminating one of the posting locations and/or consider other posting locations and placing a bulletin board in the Anthem area (if Council chooses to continue with posting at various locations).

Vice-Mayor Smith suggested putting up the kiosk at Jacques Square and placing the meeting notices within the kiosk.

Ms. Garcia said the posting locations will be modified.

Ms. Garcia stated that Mayor Kilvinger has requested to eliminate the last Call to the Public.

Mayor Kilvinger stated that having one Call to the Public at the beginning of the meeting has its advantages, such as the public wouldn't have to stay for the entire meeting before they could speak. She stated that there would still be a three (3) minute rule and they would need to complete the public speaker form.

Councilmember Brown stated that it is important to announce to the public five (5) minutes before the meeting that anyone wishing to speak will need to complete the form. She suggested that it also be posted in the newspaper.

Councilmember Woolridge suggested that the public speaker form be changed to indicate if the individual would prefer to speak about an agenda item at Call to the Public or before the agenda item is called.

Ms. Garcia inquired if Council would consider including other items on the consent agenda such as statutory ordinances and resolutions pertaining to grants. She stated that the Town Manager must approve all consent agenda items before they are placed on the agenda. She said that Council or the public can pull the item from the consent agenda.

Ms. Garcia said that there is a conflict between the Code and procedures when adjourning the Council meeting. She said the procedure states that the presiding officer may adjourn the meeting or it may be adjourned by a motion; however, the Code indicates that the meeting must be adjourned by a motion.

It is the consensus of the Council that the meeting be adjourned by a motion.

Mayor Kilvinger requested that the Council wait to make a motion until she requests a motion be made.

Ms. Garcia stated that there is a conflict between Code and procedure as to how the Vice-Mayor is elected. She said the procedure indicates that the Vice-Mayor shall serve a term of two years and the Code states that it shall be a four year term consistent with the Mayor's term.

Mayor Kilvinger and Councilmember Brown indicated that they would prefer keeping the Vice-Mayor term to four years.

Councilmember Woolridge stated that changing it to a two year term will give other Councilmembers the opportunity to serve as Vice-Mayor and will keep things varied. She suggested making the term of the Vice-Mayor coincide with each election cycle; thus making it a two year term.

Vice-Mayor Smith stated that a Vice-Mayor should be selected when there is a mayoral election.

It is the consensus of the Council to amend the procedure to be consistent with Code and the Vice-Mayor is to be elected to a four-year term during the mayoral election.

Ms. Garcia said when the Town Code was codified into the system a section was omitted that stated any ordinance that was a requirement and statutory only requires one reading and did not have to go through the two reading process. She stated that the section will be added back in to the Code. She said Council already voted to allow statutory and budgetary ordinances to only be required to go through one reading. She added that it will be brought before the Council as an ordinance.

Ms. Garcia stated that the Mayor, Council, or Town Manager shall have the right to refer matters within the jurisdiction of the board, commission or committee for consideration, report, and recommendations. She said the Council has not met with the Boards/Commissions nor have they referred any items to them. She inquired if Council desired to meet with each board/commission and/or refer items to them. She also wanted to review Council's expectations of the boards/commissions and what progress they would like to see.

Councilmember Brown stated that she is the liaison for the Parks and Recreation Board and is pleased with how their meetings are conducted. She is also the liaison for the Industrial Development Authority and they seem to be non-existent as far as items are concerned. She is also appointed to the Pinal County Board of Health and is satisfied as to how she is informed about the meetings and what will be discussed.

Ms. Garcia stated that it will be the staff liaison's discretion if a meeting is needed for their respective board/commission as well as to set meeting goals and create an agenda.

Vice-Mayor Smith stated that it should be a Councilmember who would decipher if the Council needs to meet with a board/commission.

Ms. Garcia said there is discussion about a three minute timer for public speakers during Call to the Public. The light would turn green when they begin talking, turn yellow when they had one minute remaining and red when their time was done.

b. Council liaisons assignments

Ms. Garcia briefly discussed the assigned liaisons for the boards/commissions and civic groups. She stated that both she and Mr. Patel have discussed the possibility of a liaison for emergency services should an event occur which would require the activation of the Emergency Operation Center (EOC). She said the liaison would be assigned to work alongside with staff. She said Councilmember Celaya has all of his certifications and would be able to serve as liaison.

Ms. Garcia said that the liaisons are appointed by the Mayor. She asked Council to discuss their requests for changes with the Mayor prior to the next Council meeting.

Councilmember Brown requested to be appointed liaison for the Chamber of Commerce.

Discussion occurred on the liaison for Anthem. It is the consensus of the Council that Councilmember Woolridge be assigned as the liaison for Anthem and Vice-Mayor Smith to be the backup.

Himanshu Patel, Town Manager, stated that the Gateway Northern Pinal Area Alliance of Government needs to be assigned a liaison. It is newly formed and geared to building a relationship with the east valley including Mesa, Gilbert, Queen Creek, Apache Junction, Pinal County, and Florence. The focus has been the Superstition Vistas Project, Gateway Airport and the transportation corridor. He said the meetings are held quarterly.

Discussion occurred as to whom to assign as liaison to the Gateway Northern Pinal Area Alliance of Governments and the consensus is to appoint Councilmember Woolridge and Councilmember Brown as backups for Mayor Kilvinger.

Mr. Patel briefly discussed the Coolidge Airport Master Planning process. He said since Florence is not a vested partner it does not have a voice in the decision making process.

Vice-Mayor Smith inquired who is the Sergeant of Arms.

Ms. Garcia stated that the Town does not appoint a Sergeant of Arms, but the responsibility lies with the Police Chief or his designee; whichever is present.

Ms. Garcia stated that the liaison list will be revised and provided to the Mayor so that she may make her appointments at the next meeting.

c. Council web Information

Ms. Garcia requested that Council review their biographies that are currently on the website and update as necessary. She said a professional photographer will be taking headshots of the Council and Department Heads and well as a group shot of the Council to update the website. She said her recommendation is to have the photographer take the photos prior to a Council meeting. She added that this will give the Public Information Officer the ability to provide head shots when releasing press releases. She said the project was sent out to bid and will cost approximately \$250.

Vice-Mayor Smith inquired about using the existing pictures.

Ms. Garcia stated that they would like the photos to be in digital format and be able to use the pictures in a more professional manner.

d. Liquor license applications

Ms. Garcia gave a brief overview of what a Temporary Extension of Premises Application is and noted that an applicant can do a limitless amount of applications for extensions. She said it is the Town Attorney's legal opinion that, if the Council desires, it can streamline the temporary extension of premises process by allowing the Clerk's

Office to sign off on the applications. She added that the Clerk's Office will process the extension of premises applications similar to that of a Special Event Permit by forwarding the application to Police, Fire, and Planning and Zoning departments as well as the Building Inspector to review the plans. She said if there are any issues with the application, staff will forward the application to Council for determination.

It is the consensus of the Council that the Clerk's Office sign off on Temporary Extension of Premises applications.

e. Business licenses for special events hosted by non-profit groups

Ms. Garcia stated that Town Code allows for business license fees to be waived for a period of time. Per the September 15, 2003 minutes, Council approved the Chamber of Commerce to waive vendor fees for the Farmers' Market and to use Arriola Square and both sides of the sidewalk on Main Street from November 1, 2003 – April 21, 2004. This is the last motion that was made by Council in regards to the Farmers' Market.

Ms. Garcia contacted the Chamber and inquired about their involvement with the Farmers' Market and they stated that they have no involvement with the market and it is done on an individual basis. She brought it to the Councils' attention that the Town is not collecting fees at this time; nor are they attempting to collect fees. She added that Council has provided a blanket waiver in the Main Street Program's contract.

Ms. Garcia said that she and Vice-Mayor Smith had a meeting with the Sheriff's Posse in which they discussed how the fees would impact their events. She said that per the Code, the Town must charge fees for their events.

Ms. Garcia said that the Town Code allows the Council to waive fees for a special event for community sponsored events and may do a blanket waiver for a specified period; however, staff did not have the right to waive the fees unless they were for some type of non-profit event.

Ms. Garcia and Ms. Becki Guilin, Finance Director, discussed the issue and came up with an alternative where the Council may consider a lower fee for non-profits.

Councilmember Brown inquired about the vendors who sell at the Caliente events, which is a private park.

Ms. Guilin said that those vendors should have a business license, but she will need to research it further. She doesn't believe there is an exclusion for private parks.

Vice-Mayor Smith stated that the rodeo grounds have a contract which states how much they need to charge vendors.

Ms. Garcia stated that the contract allows the Posse to charge fees that are used for maintenance. The fees being discussed are dollars that should go to the Town.

Ms. Gullin explained the various types of business licenses that the Town has.

Discussion occurred regarding the various types of events that are conducted in the Town.

Ms. Garcia said that both she and Ms. Guilin met with Jennifer Evans, Main Street Program, to discuss three issues:

- How the Town would process vendor applications in the future
- Issues that develop when vendors set up and sell at an event even though they are not part of the event and have not paid fees
- Potential of the Town going to a lowered fee associated with business licenses in which the vendor would complete a form and provide documentation from the event planner verifying that the vendor is able to do business at the event.

Vice-Mayor Smith inquired about the fee for a vendor at the Farmers Market.

Ms. Garcia reiterated that the Farmers' Market is a program which no one is taking ownership of. She said part of the requirements that the Town is trying to develop is to ensure that there is a process which accommodates all non-profit groups. Organizations will no longer be listed by name and all non-profit organizations will be charged a set fee by the Town and the non-profit organization can charge an additional fee, if they so choose. The fees are not designed to prohibit people from participating in the events, which is why the rates will be reduced. She said the goal is to support and promote the events while still ensuring that renegade vendors be closed down.

Vice-Mayor Smith stated that he would first like to see the fees before he makes a decision. He said that there are several vendors at the Jr. Parada who already pay fees and he is unsure of adding an additional fee that may deter vendors from participating.

Ms. Garcia said that the fee would be minimal and would cover all events. She reiterated that it is for non-profit status only. They would need to bring in their appropriate paperwork indicating that they are non-profit. She said currently all non-profits can have their fees waived if they provide appropriate paperwork. She said that there are several components that are being missed by not collecting the appropriate paperwork.

Ms. Guilin stated that their process requires the vendor to provide extensive information such as their business name, Tax ID number, etc. The completed form is then reviewed by Planning and Zoning for compliance. The Finance Department also needs to verify that the vendor is legal to do business within the United States.

Vice-Mayor Smith said that he would prefer that a draft ordinance be provided to the Council for review and they can forward changes, recommendations, etc.

Further discussion occurred regarding the Farmers' Market.

Ms. Garcia said the goal is to develop uniformity in the system, the approach towards non-profits, and being good neighbors to the non-profits while assisting them in their events.

Ms. Garcia said that the Town and Main Street Program are willing to partner and adjust their fees accordingly in order to retain vendors. She said the Farmers' Market is not a non-profit and unless there is a non-profit that is willing to take over the Market, they would be required to pay the appropriate license. She said it is staff's recommendation to eliminate the Farmers' Market days when there is a non-profit event planned.

Ms. Garcia said that she, Ms. Guillin, and the Legal Department will collaborate and develop an ordinance that incorporates what was discussed for Council's review.

Councilmember Woolridge said the proposed process is to produce a paper trail to ensure that the Town knows who is on their property.

Vice-Mayor Smith is concerned that the fees will discourage vendors and tourists from coming to Florence.

Councilmember Woolridge said that the process is to try and protect the Town from vendors coming in to Town to do business illegally such as selling illegal or stolen merchandise.

Mr. Patel stated that the fees would also create fairness amongst those who are legitimate, that have a standard business license, and can also fall into the transient category as part of their business. He added that most reputable businesses expect some type of fee.

f. Impact Fee Waiver Zone

Mr. Patel stated that impact fees were introduced in 2003. He said that at that time, the Town had water and wastewater impact fees already in place. He said the Council at that time was very concerned on how it would impact development in regards to areas that already had infrastructure. He said the Town created "no impact fee" zones and it was thought that it would be the most prudent way of addressing area of concerns. He briefly described the proximity of both areas (zones): North Florence area and the downtown area.

Mr. Patel said that the zones were not the best approach because anything that developed within the zones was not assessed impact fees. He said there can be projects that can have an impact to the Town's services and infrastructure as well as a burden to the Town's HURF, Enterprise and General Funds.

Mr. Patel said in 2005 the Town did an impact fee study, and within the ordinance it was attempted to eliminate the impact fee zones but approach it differently. He said when the fees are waived, such as a blanket approach, it must be compensated for somewhere else within the Town. Mr. Patel noted that some positives came out of the impact fee waiver zones, such as in-fill throughout the downtown. He said dilapidated structures were removed and replaced with new residential. Ultimately new development within the areas is not paying their fair share, and others have to subsidize

it. Mr. Patel said that in 2007, Staff attempted to fix the issue; however, Council elected to leave it status quo.

Mr. Patel said that there are two options that will address the community's needs, as part of the waiver zones, that will be done legitimately and will be a fair approach that is supported by law, and wouldn't have any level of scrutiny from those that are subject to paying the full impact fees. The options are:

- A. **Modify Impact Fee Section of Town Code**, that would allow for impact fees to be credited back to someone who is subject to paying the fees if they can demonstrate that at one time the property had a structure on it at one time or was connected to water or sewer systems.
- B. **In-Fill Incentive Districts**, which are based on goals that are set forth in the Redevelopment Plan and also allows for impact fees to be waived if they meet certain criteria, which is established per A.R.S. Statutes. It would be based on the project, on a case by case basis, and the property owner would need to apply.
- C. **Combination of Options A and B**

Mr. Patel said that currently, the Town does not have a fair and equitable approach in how the Town implements the Impact Fee Program in the community. He reiterated that it has the potential of putting a tremendous burden on the HURF, Enterprise and General funds. He briefly explained how impact fees are established.

Vice-Mayor Smith stated that it was done because they believed there would be no growth outside of the Town and they wanted to provide an incentive to get development within the Town. He said that it resulted in approximately 30 - 40 in-fill homes and perhaps it is time to re-evaluate the program.

Mr. Patel said that the options provide more tools to utilize that allow for flexibility.

Councilmember Woolridge said that the policy is outdated and agrees that the policy needs to be changed.

Mr. Patel said that Option A (adding language to the Code) can be changed fairly quickly, and Option B (In-Fill Incentive District) is a process which staff will work on simultaneously. It will be brought before Council as an ordinance.

g. Requests for individual meetings with elected officials

Mayor Kilvinger does not agree with the Mayor having individual meetings with developers and others. She believes that that a Councilmember or staff member needs to be present. She understands that there is no law prohibiting a member from meeting with a developer; however, but discourages it. She said she trusts the integrity of each Councilmember to do what they feel is appropriate on their meetings with developers and other individuals on a one on one basis.

h. Code enforcement (abandoned homes/signs/graffiti)

Mr. Patel said that graffiti is a concern for the community, specifically as there has been a downturn in the economy which has caused foreclosures and weed abatement issues. He said that there are numerous areas that have no maintenance on the properties and other areas where streets are not being maintained or properties cleaned because they are still considered under development. The Town has one Code Enforcement Officer who has limited time for code enforcement as he does building inspection as well. The Town is going after the banks who now own the property to get them to clean up their property.

Mr. Patel said that graffiti has been a problem especially when the properties are vacant. He said the Town is taking a proactive approach. He said the process includes initial verbal contact with the property owner to see if they will comply. If they won't comply, they are issued up to two formal letters, and dependent on the magnitude of the issue, the Town will mitigate the problem and put a lien on the property. He said the Town has allocated \$5,000 to assist with mitigating the problem. He said that the money does not go far and it varies on when the Town can recoup its cost.

Councilmember Hawkins said the Qwest (Cuen) building on Main Street needs to be addressed.

Councilmember Brown asked if inmates can be utilized to clean up the areas.

Mr. Patel said that inmates aren't allowed to work on private properties. They can be utilized on public properties and non-profits.

i. Speed limit on Highway 79

Mr. Patel said that ADOT has agreed that a traffic signal is warranted on Diversion Dam Road and 79 and 1st Street; however, they do not have the funds with which to install it. They would like Florence to design, install, and maintain the light. The Town is working in conjunction with CCA and Pinal County to help finance the light and said the design can be done very quickly. He added that the pole will be removed and moved further south where it won't be a hazard. He added that cross walks will be included.

Vice-Mayor Smith said that lights will need to be installed at different locations due to the excessive traffic that goes onto SH79; otherwise the speed limit will need to be reduced.

Mr. Patel said that traffic signals are based on the volume of vehicles that the intersection has on a daily basis, along with businesses,. He said a study was done on the intersection two years ago, and ADOT supports the signal. The Town has applied for several grants to assist with the funding. He said Hunt Highway may get a signal in the future. He said that the National Guard requested a traffic signal and based on the study there wasn't enough daily traffic from Florence Gardens and the National Guards to warrant a signal.

Wayne Costa, Public Works Director, stated that ADOT is looking at the Florence Heights and SH79 intersection due to the daily traffic and the amount of left hand turns at the intersection. Florence has forwarded them the TIAs that the Town performed. The Town is awaiting ADOT's decision. He said that State is the only entity allowed to change the speed limit on the state highway, per statutory requirements. He said that it must have an engineering study and traffic investigation. They look at the following configurations such as:

- Developments in the area
- How wide the lanes are
- What the conflicting terms are
- Accident rates

Mr. Costa said that the speed limit is set at eighty-five percentile. Which means they monitor the area and set the speed limit at what speed 85% or higher of the drivers are driving unless there are conflicting problems. There are several items that might warrant a reduction that would be brought to the attention of the investigation such as the downgrade, the narrowness of the bridge and traffic onto SH79. He said ADOT will consider the information if it is through a resolution from Council, or they might address it with an Administrator of the Town.

Mr. Costa recommends that the Town adopt a resolution and send it to the ADOT Traffic Coordinator for the Town.

Mr. Patel said that in regards to "jake braking" on SH79, ADOT requires approval on any signage on the state highway. The Town is still working on this issue.

j. Areas of Council concern

Councilmember Brown inquired about the Country Thunder building.

Mr. Patel said the item will come before Council in the near future. He briefly discussed how the Town can dispose of the property. He said the Town will take an informal approach and will receive bids on the building and will forward their recommendation to Council.

Councilmember Hawkins would like the Town to come up with a zoning code disallowing dairies or metalferious mines within the Town limits. Those types of entities are not conducive to the Town's development plans.

Mr. Patel said the Council has the discretion of changing and modifying the Town Code within the provisions of the law. The last update to the Code was done in 2005. He said consultation will be necessary with the Town Attorney as to be the best way to approach and explore the request, and bring a sample ordinance to Council.

4. ADJOURNMENT

Mayor Kilvinger adjourned the meeting at 8:00 p.m.

Vicki Kilvinger
Vicki Kilvinger, Mayor

ATTEST:

[Signature]
Lisa Garcia, Town Clerk

I certify that the following is a true and correct copy of the minutes of the Florence Town Council meeting held on August 30, 2010, and that the meeting was duly called to order and that a quorum was present.

[Signature]
Lisa Garcia, Town Clerk

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CHAPTER 112: SPECIAL EVENTS

Section

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- 112.01 Definitions
- 112.02 Administration

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- 112.16 License fees
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§ 112.01 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

BLOCK PARTY. A gathering of residents of a neighborhood for social purposes where the gathering is (i) limited to the residents of the immediate neighborhood and (ii) a public street will be used by the gathering.

BOUTIQUE. An event operated by a homeowner, religious organization, or not-for-profit organization for the purpose of selling local handmade arts and crafts.

CARNIVAL, LARGE-SCALE. A temporary event that generally includes activities such as amusement rides, entertainment, game booths, food stands, exhibitions, and animal displays located on one acre or more.

CARNIVAL, SMALL-SCALE. A temporary event that generally includes activities such as amusement rides, entertainment, game booths, food stands, exhibitions, and animal displays located on less than one acre.

CIRCUS. A temporary event or show at which a combination of attractions and exhibitions, such as rides, illusions, freak shows, eating concessions, and gaming booths, including a main tent attraction along with side shows, are available for the purpose of amusement and entertainment and at which the public pays either an admittance or participation fee.

CONDUCT. To commence, manage, own, solicit, canvass, practice, transact, engage in, or carry on.

ENGAGING. The exercise of corporate or franchise powers.

FIREWORKS EXHIBITION. An organized event open to the public or to which invitations have been issued to the public where pyrotechnics are exploded.

MULTIPLE SPECIAL EVENTS. More than one special event held at a single location.

PARADE. Any march, demonstration, procession, motorcade or race consisting of persons, animals, or vehicles or a combination thereof upon the streets, parks, or other public grounds within the town intended to attract public attention that interferes with the normal flow or regulation of pedestrian and/or vehicular traffic upon the streets, parks, or other public grounds.

PROMOTER. Any person who produces or conducts a special event.

PUBLIC ASSEMBLY. Any meeting, demonstration, picket line, rally, or gathering of more than 50 persons for a common purpose as a result of prior planning that interferes with the normal flow or regulation of pedestrian or vehicular traffic, exceeds parking capacity, or occupies any public area in a place open to the general public. **PUBLIC ASSEMBLY** does not include block parties.

SHOW. Any exhibition, display, production, or gathering intended to draw the public, including, but not limited to, musical and theatrical productions, merchandise booths, games of chance, amusements, flea markets, bazaars, circuses, large-scale carnivals, fairs, conventions, celebrations, promotions, rallies, and other public gatherings of this nature.

SIDEWALK. Any area or way set aside or open to the general public for purposes of pedestrian traffic, whether or not it is paved.

SPECIAL EVENT. Means, but is not limited to, events such as a boutique, large-scale carnival, circus, fireworks exhibition, multiple special events, single event swap meet and auction, parade, public assembly, or show.

SPECIAL EVENT PERMIT. A permit required by this chapter.

SPECIAL EVENT VENDOR. Any person, other than a show promoter or its employee, who occupies a space, cell, booth or other temporary structure or location in conjunction with, associated with, or attendant to an organized show.

STREET. Any place or way set aside or open to the general public for purposes of vehicular, including bicycle, traffic, including any berm or shoulder, parkway, right-of-way, or median strip thereof.

SWAP MEET AND AUCTION, SINGLE EVENT. Commercial activities held in an open area where one or more licensed sellers bring goods for auctioning to the public.

VENDOR. Any person, other than a promoter or its employee, who occupies a space, booth, or other temporary structure or location in conjunction with, associated with, or attendant to an organized boutique, single event swap meet and auction.

(Ord. 549-10, passed 1-3-2011)

§ 112.02 ADMINISTRATION.

(A) The Deputy Town Manager, or designee, shall uniformly administer the special event application process and consider each special event permit application upon its merits and shall not discriminate in granting, denying, modifying, revoking, or suspending permits based upon political, religious, ethnic, racial, disability, sexual orientation, or gender related grounds.

(B) Fees and business licenses fall under the jurisdiction of the Finance Director.
(Ord. 549-10, passed 1-3-2011)

PERMITS

§ 112.15 BUSINESS LICENSE REQUIRED.

It shall be unlawful for any person to participate as a special event vendor in a special event in the town without first obtaining and maintaining in effect, the proper business license.
(Ord. 549-10, passed 1-3-2011) Penalty, see § 112.55

§ 112.16 LICENSE FEES.

Every applicant for a license under this chapter shall pay the fees listed in the Town of Florence Fee Schedule. Any participant not listed as a special event vendor through the special event organization or organizer permitted by this chapter will pay the license fee per occupation. This section is for business license fees: see § 112.18 for special event application fees.

Special event vendor per event \$10.
(Ord. 549-10, passed 1-3-2011)

§ 112.17 REQUIRED; EXEMPTIONS.

(A) Unless exempted by division (D) below, it shall be unlawful for any person to conduct any special event within the town without a special event permit.

(B) All special events that require a special event permit pursuant to this chapter shall, as a condition of the special event permit, comply with the requirements of this chapter, the town zoning code, all other applicable codes and ordinances of the town, and all applicable federal and state laws.

(C) The issuance of a special event permit is not deemed evidence or proof that the permittee has complied with the provisions of this chapter, nor shall it prevent prosecution by the town of any violation of this chapter.

(D) A special event permit shall not be required when:

(1) The general law of the state or federal government precludes the town from requiring a special event permit for the event; or

(2) The event is conducted on property owned or leased by a school district and used for school purposes or is owned or leased by a religious institution and used for religious purposes. Examples are a school book fair, or Parent Teacher Organization (PTO) family night.

(Ord. 549-10, passed 1-3-2011)

§ 112.18 APPLICATION AND FEE.

(A) All special event permit applications shall be submitted to the Deputy Town Manager, who shall determine whether a special event permit is required. Except as provided in § 112.43 (Parades and public assemblies), an applicant for a special event permit shall submit such application at least 60 days prior to the proposed first day of the special event.

(B) Every applicant for a special event permit shall:

(1) Pay a nonrefundable application fee in an amount established by the town fee schedule. If, after submitting the application, it is determined that the event is not a special event, the fee shall be refunded. Special event application fee \$25; and

(2) Complete and submit a special event permit application.

(C) The special event permit application shall be forwarded to all appropriate town departments for review and approval. The application shall be approved or denied within 15 days from the date it is received.

(D) If the application is not approved or denied within the applicable review period, excluding completion of any required inspections which will occur on the date of the events, the reviewing official shall be deemed to have approved the application.

(E) Approval by individual town departments to which the application has been referred shall not prevent the application from being denied for other reasons.

(Ord. 549-10, passed 1-3-2011)

§ 112.19 GENERAL APPLICATION REQUIREMENTS.

Except public assemblies, which shall comply with § 112.43, all special event permit applications shall include the following information:

(A) The name, address, telephone numbers (including cellular telephone number, if possible), fax number and electronic mail address of the person or entity seeking to conduct the special event;

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(B) If applicable, the names, addresses, telephone numbers (including cellular telephone number, if possible), fax number and electronic mail address of the headquarters of the organization for which the special event is to be conducted, if any, and the authorized and responsible heads of the organization;

(C) The requested date(s) of the special event;

(D) The location of the special event;

(E) The approximate number of persons or vendors who will participate in or constitute the special event. Large-scale carnivals, circuses, and shows shall also state the approximate number of and describe the animals and rides that will be included in the large-scale carnival, circus, or show;

(F) The hours when the special event will start and terminate on each day it is held;

(G) A site plan showing the location of all permanent and temporary structures (including tents or vendor booths) to be used, parking areas, public bathroom and trash facilities, and staging areas for the special event. Site plans for large-scale carnivals, circuses, fireworks exhibitions, or shows shall also indicate, as appropriate, the locations of fireworks detonation areas, spectator areas, and rides;

(H) A traffic and pedestrian circulation and control plan that identifies how many off-duty sheriff's office, police department, or other law enforcement personnel will be employed;

(I) A security plan describing how (including how many personnel will be used) to control crowds during the special event and ensure the safety of those who attend;

(J) The approximate number of attendees or spectators;

(K) A designation of any public facilities or equipment to be utilized; and

(L) Any additional information that is reasonably necessary to make a fair determination as to whether a special event permit should be issued and taking into consideration the proximity to residential uses.

(Ord. 549-10, passed 1-3-2011)

§ 112.20 ISSUANCE OF PERMIT.

(A) The town shall issue a permit as provided for herein when, from a consideration of the application and from such other information as may otherwise be obtained, it finds that:

(1) The conduct of the event will not substantially interrupt the safe and orderly movement of pedestrian or vehicular traffic contiguous to its location;

(2) The conduct of the event will not require the diversion of so great a number of town police officers to properly police the areas contiguous thereto as to prevent normal police protection of the town;

(3) The concentration of persons, vehicles, and/or animals at the location of the event will not unduly interfere with public works operations, proper fire and police protection of, or ambulance service to, areas contiguous to such location;

(4) The conduct of the event is not reasonably likely to cause injury to persons or property;

(5) Adequate sanitation and other required health facilities are or will be made available in or adjacent to the event location;

(6) There are sufficient parking places near or on the site of the event to accommodate the number of vehicles reasonably expected;

(7) The applicant has secured the police protection, if any, as required by Police Chief; and

(8) No event(s) is scheduled elsewhere in the town where the police resources required for that event(s) are so great that the deployment of police services for the proposed event would have an immediate and adverse effect upon the welfare and safety of persons and property.

(B) Immediately upon the issuance of a special event permit, the following will be notified:

(1) Town Manager;

(2) Code Enforcement Officer;

(3) Finance Director;

(4) Fire Chief;

(5) Chief of Police;

(6) Public Works Director/Street Superintendent; and

(7) Town Clerk.

(C) Each permit shall state the following information:

(1) Date(s);

(2) Location;

- (3) Hours of operation; and
- (4) Such other information as necessary to the enforcement of this chapter.

(D) A permittee hereunder shall comply with all permit directions and conditions and with all applicable laws and ordinances.
(Ord. 549-10, passed 1-3-2011)

§ 112.21 PROHIBITED SPECIAL EVENT CONDUCT; REVOCATION.

(A) The following prohibitions shall apply to all special events:

(1) It shall be unlawful for any person to participate in a special event for which the person knows a permit has not been granted;

(2) It shall be unlawful for any person in charge of, or responsible for the conduct of, a duly permitted special event to knowingly fail to comply with any condition of the permit;

(3) It shall be unlawful for any person to engage in any special event activity that would constitute a substantial hazard to the public safety or that would materially interfere with or endanger the public peace or rights of residents to the quiet and peaceful enjoyment of their property;

(4) It shall be unlawful for any person participating in a special event to utilize sound amplification equipment at decibel levels that exceed those limits imposed by Title XIII, § 132.02 herein unless specifically authorized by the permit; and

(B) The Deputy Town Manager shall have the authority to revoke a special event permit instantly upon violation of the conditions or standards for issuance as set forth in this section or when a public emergency arises where the police resources required for that emergency are so great that deployment of police services for the special event would have an immediate and adverse effect upon the welfare and safety of persons or property.

(Ord. 549-10, passed 1-3-2011) Penalty, see § 112.55

§ 112.22 MISTAKE; COLLECTION OF CORRECT AMOUNT.

In no case shall any mistake made in stating, fixing, or collecting the amount of any special event permit fee prevent or prejudice the town from collecting the correct amount due as provided in this chapter.

(Ord. 549-10, passed 1-3-2011)

§ 112.23 RIGHT OF ENTRY.

The Code Enforcement Officer, police officers, fire official and Deputy Town Manager shall have and exercise the power to enter, free of charge, during the special event and to demand the exhibition of the special event permit from any person conducting the special event. Denial of the right of entry by any person conducting a special event as required under this chapter shall be a civil violation. (Ord. 549-10, passed 1-3-2011)

§ 112.24 DISPLAY; IDENTIFICATION; PERMISSION OF PROPERTY OWNER; EXHIBITION UPON DEMAND.

(A) Every person having a special event permit under the provisions of this chapter shall keep such permit openly posted and exhibited in a conspicuous part of such location.

(B) Every person having a special event under the provisions of this chapter shall produce and exhibit such permit, and, when applicable, written permission to conduct the event at the location or personal identification, whenever requested to do so by the Deputy Town Manager, any police officer, fire official or the Code Enforcement Officer. (Ord. 549-10, passed 1-3-2011)

§ 112.25 OTHER CERTIFICATES OR PERMITS REQUIRED.

(A) When any business is required by federal, state, county, or local law to obtain any other license, permit, certificate, or examination, a special event permit shall not be issued until the applicant produces proof of such license, permit, certificate, or examination, including a use permit required by the zoning code of the town or any license, permit, certificate, or examination required by various health departments, as provided in A.R.S. §§ 36-101 *et seq.*

(B) Obtaining any license, permit, certificate, or examination required by federal, state, county, or local law shall be the sole responsibility of the applicant.

(C) The issuance of a special event permit shall not be evidence that the town knew or should have known that another permit, certificate, or examination was required or was otherwise improperly issued. (Ord. 549-10, passed 1-3-2011)

§ 112.26 DENIAL, MODIFICATION, REVOCATION, OR SUSPENSION; APPEAL TO TOWN MANAGER.

(A) A special event permit application may be denied or a special event permit may be modified, suspended, or revoked for any of the following causes.

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- (1) Fraud, misrepresentation, or false statement contained in the permit application.
- (2) Any violation of this chapter or failure to meet any licensing requirement, including timely payment of fees.
- (3) Conducting the permitted business in violation of any federal, state, county, or local law.
- (4) The permittee is convicted of untrue, fraudulent, misleading, or deceptive advertising.
- (5) The permittee is a corporation or similar entity and is no longer qualified to transact business in the State of Arizona.

(B) The applicant shall be notified in writing that the application has been denied or the permit has been modified, revoked, or suspended. The letter shall be personally delivered or mailed certified and shall specify the grounds or reasons for the denial, modification, revocation, or suspension.

(C) The applicant or permittee or any other aggrieved person may appeal the denial of the application or modification, revocation, or suspension of the permit to the Town Manager by filing a written statement fully describing the grounds for the appeal with the Town Clerk within five business days of the date of the denial letter.

(D) The Town Clerk shall set a time and place for a hearing to be held before the Town Manager within 15 business days of the filing of the appeal. A notice setting forth the date, time, and place of the hearing shall be personally delivered or mailed certified by the Town Clerk to the appellant.

(E) The Town Manager shall issue a written decision and mail notice thereof within five business days after the hearing setting forth the findings and grounds for the decision to the applicant or permittee. (Ord. 549-10, passed 1-3-2011)

REQUIREMENTS**§ 112.40 GENERAL REQUIREMENTS.**

(A) Special events to be conducted at a town park shall obtain a permit from the Parks and Recreation Department in addition to a special event permit.

(B) Special events to be conducted on private property shall obtain authorization from the property owner for the use of the property for such purpose.

(C) If the special event will include sale or service of alcohol, a special event liquor license is required.

(D) If the special event will include the sale of goods or food, a list of vendors and items to be sold shall be provided with the application and all applicable laws and regulations regarding transaction privilege taxes, vendor fee and license and the sale of food shall be complied with.

(E) Where a street closure is approved, the applicant must have written permission from the affected property owners.

(F) If the application is for the use of any town property or if any town services shall be required for the special event, the applicant shall pay, in addition to an application fee and prior to the issuance of a permit, the charges for those services in accordance the town fee schedule.

(G) The Deputy Town Manager shall consult with the Chief of Police to determine whether and to what extent additional police protection will be reasonably necessary for the special event for traffic control and public safety. This decision shall be based on the size, location, duration, time, and date of the special event; the expected sale or service of alcoholic beverages; the number of streets and intersections blocked; and the need to detour or preempt citizen travel and use of the streets and sidewalks. If possible, without disruption of ordinary police services or compromise of public safety, regularly scheduled on-duty personnel will police the special event. If additional police protection is deemed necessary by the Chief of Police, he or she shall so inform the Deputy Town Manager. The applicant shall furnish the town with a police special security services agreement to secure the police protection deemed necessary by the Chief of Police at the sole expense of the applicant.

(H) No permit shall be granted that allows for the erection or placement of any structure, whether permanent or temporary, on a town street, sidewalk, or right-of-way.
(Ord. 549-10, passed 1-3-2011)

§ 112.41 SPECIAL PROVISIONS RELATED TO BOUTIQUES.

A boutique shall be required to obtain and maintain a special event permit if:

(A) The boutique is not carried on wholly within a dwelling unit, a religion related building, or within a commercial structure;

(B) The boutique operates for more than 15 days during a calendar year;

(C) The boutique produces offensive noise, vibration, smoke, dust, odors, heat, or glare;

(D) The boutique and any related activities are not limited to the hours between 8:00 a.m. and 10:00 p.m.

(E) The boutique does not provide adequate parking, and the activity generates additional traffic, which would create a traffic or safety hazard; or

(F) The boutique uses more than three off-site temporary signs. Signs may only be used during the hours that the boutique is open. Placement criteria and all other applicable sign code restrictions shall apply.

(Ord. 549-10, passed 1-3-2011)

§ 112.42 SPECIAL PROVISIONS RELATED TO FIREWORKS EXHIBITIONS.

The promoter, owner, or operator of a fireworks exhibition, and its employees, agents, and/or subcontractors, shall strictly comply with all applicable federal, state, county, and local laws, rules, regulations, and ordinances in conducting any fireworks exhibition.

(Ord. 549-10, passed 1-3-2011)

§ 112.43 SPECIAL PROVISIONS RELATED TO PARADES AND PUBLIC ASSEMBLIES.

(A) No person shall engage in or conduct any parade or public assembly unless a special event permit is issued by the town.

(B) This section shall not apply to the following:

(1) Funeral processions;

(2) Students going to and from school classes or participating in educational activities, provided that such conduct is under the immediate direction and supervision of school authorities;

(3) A governmental agency acting within the scope of its functions; and

(4) Spontaneous events occasioned by news or affairs coming into public knowledge within two days of such public assembly, provided that the organizer thereof gives written notice to the town at least 24 hours prior to such parade or public assembly.

(C) For single, non-recurring parades or public assemblies, an application for a permit shall be filed with the Deputy Town Manager at least 30 and not more than 180 days before the parade or public assembly is proposed to commence. The Deputy Town Manager may waive the minimum filing period and accept an application filed within a shorter period if, after due consideration of the date, time, place, and nature of the parade or public assembly, the anticipated number of participants, and the town services required in connection with the event, determines the waiver will not present a hazard to public safety.

(D) For parades or public assemblies held on a regular or recurring basis at the same location, an application for a permit covering all such parades or assemblies during that calendar year may be filed with the Deputy Town Manager at least 30 and not more than 180 days before the date and time at which the first such parade or public assembly is proposed to commence. The Deputy Town Manager may waive the minimum period after due consideration of the factors specified in division (C) of this section.

(E) The application for a parade or public assembly permit shall set forth the following information:

- (1) The name, address, and telephone number of the person seeking to conduct such parade or public assembly;
- (2) The names, addresses, and telephone numbers of the headquarters of the organization for which the parade or public assembly is to be conducted, if any, and the authorized and responsible heads of the organization;
- (3) The requested date(s) of the parade or public assembly;
- (4) The route to be traveled, including the starting and termination points;
- (5) The approximate number of persons, animals and vehicles that will constitute such parade or public assembly and the type of animals and description of the vehicles;
- (6) The hours when such parade or public assembly will start and terminate;
- (7) A statement as to whether the parade or public assembly will occupy all or only a portion of the width of the streets proposed to be traveled;
- (8) The location by street of any staging or assembly areas for such parade or public assembly;
- (9) The time at which units of the parade or public assembly will begin to assemble at any such staging or assembly area;
- (10) The intervals of space to be maintained between units of such parade or public assembly;
- (11) If the parade or public assembly is designed to be held by, or on behalf of, any person other than the applicant, the applicant for such permit shall file a letter from that person with the Deputy Town Manager authorizing the applicant to apply for the permit on his or her behalf;
- (12) The type of public assembly, including a description of activities planned during the event;
- (13) A description of any recording equipment, sound amplification equipment, banners, signs, or other attention-getting devices to be used in connection with the parade or public assembly;

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(14) The approximate number of participants (spectators are by definition not participants);

(15) The approximate number of spectators;

(16) A designation of any public facilities or equipment to be utilized; and

(17) Any additional information that the town finds reasonably necessary to a fair determination as to whether a permit should issue.

(F) Persons engaging in parades or public assemblies conducted for the sole purpose of political or other speech protected under the First Amendment of the United States Constitution are not required to pay for any police protection provided by the town.

(G) The Deputy Town Manager shall issue a permit as provided for herein when, from a consideration of the application and from such other information as may otherwise be obtained, he or she finds that:

(1) The conduct of the parade or public assembly will not substantially interrupt the safe and orderly movement of other pedestrian or vehicular traffic contiguous to its route or location;

(2) The conduct of the parade or public assembly will not require the diversion of so great a number of town police officers to properly police the line of movement and the areas contiguous thereto as to prevent normal police protection of the town;

(3) The concentration of persons, animals, and vehicles at staging or public assembly points of the parade or public assembly will not unduly interfere with proper fire and police protection of, or ambulance service to, areas contiguous to such staging and public assembly areas;

(4) The conduct of the parade or public assembly is not reasonably likely to cause injury to persons or property;

(5) The parade or public assembly is scheduled to move from its point of origin to its point of termination expeditiously and without unreasonable delays;

(6) Adequate sanitation and other required health facilities are or will be made available in or adjacent to any staging and public assembly areas;

(7) There are sufficient parking places near the site of the parade or public assembly to accommodate the number of vehicles reasonably expected;

(8) The applicant has secured the police protection required, if any;

(9) Such parade or public assembly is not for the primary purpose of advertising any product, goods, or event that is primarily for private profit, and the parade itself is not primarily for profit. The prohibition against advertising any product, goods, or event shall not apply to signs identifying organizations or sponsors furnishing or sponsoring exhibits or structures used in the parade;

(10) No parade or public assembly permit application for the same time and location is already granted or has been received and will be granted;

(11) No parade or public assembly permit application for the same time but not location is already granted or has been received and shall be granted, and the police resources required for that prior parade or public assembly are so great that in combination with the subsequent proposed application, the resulting deployment of police services would have an immediate and adverse effect upon the welfare and safety of persons and property; and

(12) No event is scheduled elsewhere in the town where the police resources required for that event are so great that the deployment of police services for the proposed parade or public assembly would have an immediate and adverse effect upon the welfare and safety of persons and property.

(13) The Deputy Town Manager shall act promptly upon a timely filed application for a parade or public assembly permit but in no event shall grant or deny a permit less than ten days prior to the event. If the Deputy Town Manager disapproves the application, s/he shall notify the applicant either by personal delivery or certified mail at least ten days prior to the event of his or her action and state the reasons for denial.

(H) The Deputy Town Manager, in denying an application for a parade or public assembly permit, may authorize the conduct of the parade or public assembly at a date, time, location, or route different from that named by the applicant. The applicant must, within five days, file a written notice of acceptance. An alternate parade or public assembly permit shall conform to the requirements of, and shall have the effect of, a permit issued under this section.

(I) Any applicant shall have the right to appeal the denial of a parade or public assembly permit to the Town Manager. The denied applicant shall make the appeal within five days after receipt of the denial by filing a written notice with the Town Clerk. The Town Manager shall act upon the appeal within five days of receipt of the notice of appeal.

(J) Immediately upon the issuance of a parade or public assembly permit, the Deputy Town Manager shall send a copy thereof to the following:

- (1) Town Manager;
- (2) Finance Director;
- (3) Fire Chief;

- (4) Chief of Police;
- (5) Public Works Director;
- (6) Town Clerk; and
- (7) Postmaster.

(K) Each permit shall state the following information:

- (1) Starting and approximate ending time;
- (2) The portions of the streets that may be occupied by the parade or public assembly; and
- (3) Such other information as the town shall find necessary to the enforcement of this section.

(L) A permittee hereunder shall comply with all permit directions and conditions and with all applicable laws and ordinances. The parade or public assembly chairman or other person heading such activity shall carry the parade or public assembly permit upon his person during the conduct of the parade or public assembly.

(M) The following prohibitions shall apply to all parades and public assemblies:

- (1) It shall be unlawful for any person to stage, present, or conduct any parade or public assembly without first having obtained a permit as herein provided; and
- (2) It shall be unlawful for any person participating in a parade or public assembly to utilize sound amplification equipment at decibel levels that exceed those limits imposed by Title XIII, § 132.02 of this code unless expressly authorized by the permit.

(N) The public shall conduct itself as follows.

(1) No person shall unreasonably hamper, obstruct, impede, or interfere with any parade or public assembly or with any person, vehicle, or animal participating or used in a parade or public assembly.

(2) No driver of a vehicle shall drive between the vehicles or persons comprising a parade or public assembly when such vehicles or persons are in motion and are conspicuously designated as a parade or public assembly.

(Ord. 549-10, passed 1-3-2011) Penalty, see § 112.55

§ 112.44 WAIVER OF SPECIAL EVENT FEES.

The Town Council, by a majority vote, in a regularly scheduled Town Council meeting may waive special event fees, including business license fees and permit fees, for community-sponsored events. Community-sponsored events are town events or events that are scheduled by non-profit organizations, open to town-wide citizen participation, that collect vendor fees as part of their special event.
(Ord. 549-10, passed 1-3-2011)

PENALTIES

§ 112.55 VIOLATION OF CHAPTER.

(A) Any person found to be in violation of this chapter is guilty of a Class 3 misdemeanor. The conduct of any special event in violation of this chapter shall constitute a separate violation for each and every day that such special event is conducted.

(B) Any duly authorized officer of the Florence Police Department, the Florence Code Enforcement Officer and the Florence Town Prosecutor may cause complaints to be filed against persons violating any of the provisions of this chapter.
(Ord. 549-10, passed 1-3-2011)

§ 112.56 CONVICTION NOT TO EXCUSE NONPAYMENT OF FEE.

The finding of responsibility for a civil violation or the conviction of any person for conducting a special event without a permit, as required under this chapter, shall not excuse or exempt such person from the payment of any permit fee or penalty due and unpaid at the time of such conviction.
(Ord. 549-10, passed 1-3-2011)

§ 112.57 PROHIBITED SPECIAL EVENT LOCATIONS.

No person shall conduct a special event within the town in any structure or area where conducting such special event is prohibited by the zoning code of the town or is otherwise prohibited by fire or building code regulations.
(Ord. 549-10, passed 1-3-2011)

§ 112.58 COURT ACTION.

In any action brought under or arising out of any of the provisions of this chapter, the fact that the defendant is a person who conducted a special event for which a special event permit is required by this chapter, or exhibited a sign, business card, or other advertisement indicating such business, shall be prima facie evidence of the liability of such defendant to obtain a special event permit and pay a permit fee under this chapter.

(Ord. 549-10, passed 1-3-2011)

CHAPTER 113: ROADSIDE SALES

Section

- 113.01 Definition
- 113.02 License required
- 113.03 Fees
- 113.04 Special requirements

- 113.99 Penalty

§ 113.01 DEFINITION.

For the purpose of this chapter, the following definition shall apply unless the context indicates or requires a different meaning.

ROADSIDE SALES. The sale of any produce, product or merchandise, other than prepared food, not at a fixed location.

(Prior Code, Ch. 9, Art. V, § 9-401) (Ord. 351-04, passed 9-7-2004)

§ 113.02 LICENSE REQUIRED.

It shall be unlawful for any person to conduct a roadside sale in the town without first obtaining and maintaining in effect, a license.

(Prior Code, Ch. 9, Art. V, § 9-402) (Ord. 351-04, passed 9-7-2004) Penalty, see § 113.99

§ 113.03 FEES.

Every applicant for a license under this chapter shall pay the daily fees listed in the Town of Florence Schedule of Fees.

(Prior Code, Ch. 9, Art. V, § 9-403) (Ord. 351-04, passed 9-7-2004)

§ 113.04 SPECIAL REQUIREMENTS.

(A) *Location.* Roadside sales must be set up in one location only at any one time. The roadside sale business shall not repeat the same location more than once in any seven-day period.

(B) *Permission to set up.* Any vendor setting up in any location must obtain permission from the owner of the property he or she is to occupy prior to the date of doing business. A letter of permission from the owner must be presented along with a phone number of the owner and the tax parcel identification number of the property when applying for a business license.

(C) *Seller's identity and authorization.* Every person conducting a roadside sale shall carry with him or her at all times while conducting the business, his or her license, personal identification and the written permission of the property owner for use of the property.

(D) *Validity of license; renewal.* The license shall be valid for one month, but may be renewed at the request of the licensee so long as the licensee remains in compliance with requirements of this chapter.

(Prior Code, Ch. 9, Art. V, § 9-404) (Ord. 351-04, passed 9-7-2004)

§ 113.99 PENALTY.

Any person found to be in violation of this chapter shall be punishable as provided in § 10.99 for a Class 3 misdemeanor. The conduct of any business in violation of this chapter shall constitute a separate violation for each and every day that the business is conducted.

(Prior Code, Ch. 9, Art. V, § 9-405) (Ord. 351-04, passed 9-7-2004)

CHAPTER 114: EDIBLE FOODSTUFFS VENDOR

Section

- 114.01 Definition
- 114.02 License required
- 114.03 Health Department certificate
- 114.04 Fees
- 114.05 Waiver of fees

- 114.99 Penalty

§ 114.01 DEFINITION.

For the purpose of this chapter, the following definition shall apply unless the context indicates or requires a different meaning.

EDIBLE FOODSTUFFS VENDOR. Any person who conducts the business of selling edible foodstuff by foot, cart, wagon, automobile or any other type of conveyance from place-to-place, from house-to-house, from street-to-street or business-to-business and regulated by the County Health Department. ***EDIBLE FOODSTUFFS VENDOR*** includes hot dog stands, sandwich wagons, ice cream trucks and similar businesses, but shall not include food producers described in § 113.01. (Prior Code, Ch. 9, Art. VI, § 9-501) (Ord. 351-04, passed 9-7-2004)

§ 114.02 LICENSE REQUIRED.

It shall be unlawful for any person to conduct a business of edible foodstuffs without first obtaining and maintaining in effect. a license. (Prior Code, Ch. 9, Art. VI, § 9-502) (Ord. 351-04, passed 9-7-2004) Penalty, see § 114.99

§ 114.03 HEALTH DEPARTMENT CERTIFICATE.

A current County Health Department certificate will be required for every foodstuff vendor. (Prior Code, Ch. 9, Art. VI, § 9-503) (Ord. 351-04, passed 9-7-2004)

§ 114.04 FEES.

Every applicant for a license under this chapter shall pay the daily fees listed in the Town of Florence Schedule of Fees.

(Prior Code, Ch. 9, Art. VI, § 9-504) (Ord. 351-04, passed 9-7-2004)

§ 114.05 WAIVER OF FEES.

Fees may be waived if a vendor or groups of vendors are included in § 112.06.

(Prior Code, Ch. 9, Art. VI, § 9-506) (Ord. 351-04, passed 9-7-2004)

§ 114.99 PENALTY.

Any person found to be in violation of this chapter shall be punishable as provided in § 10.99 for a Class 3 misdemeanor. The conduct of any business in violation of this chapter shall constitute a separate violation for each and every day that the business is conducted.

(Prior Code, Ch. 9, Art. VI, § 9-505) (Ord. 351-04, passed 9-7-2004)

Six

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

Phone (520) 868-7500
Fax (520) 868-7501
TDD (520) 868-7502

www.florenceaz.gov

TOWN SERVICES

Building Safety
868-7573

Community Development
868-7575

Finance
868-7624

Fire
868-7609

Grants
868-7513

Human Resources
868-7545

Library
868-8311

Municipal Court
868-7514

Parks & Recreation
868-7589

Police
868-7681

Public Works
868-7620

Senior Center
868-7622

Town Attorney
868-7557

Utility Billing
868-7680

Water/Wastewater
868-7677

October 24, 2014

Dear Vendor,

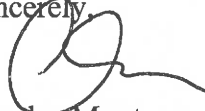
The Town of Florence will open a new, seasonal Florence Farmers Market in the near future. The market will be held next to the Silver King Marketplace and Padilla Park on 6th Street. The Town's goal is to provide a variety of scheduled activities at Padilla Park to promote the area as a destination for residents and visitors.

Vendors that set up booths in Arriola Square on a weekly basis are encouraged to apply for vendor space at the new Florence Farmers Market. Beginning December 1, 2014, vendors will no longer be allowed to set up in the Arriola Square parking lot on Main Street each Saturday without a permit. Temporary or transient vendors may sell goods in downtown or elsewhere in Florence with an approved Town of Florence transient business license. Vendors may also participate in community special events upon obtaining a Special Event Vendor Permit coordinated through the sponsoring organization.

The Florence Farmers Market will take place on the first and third Thursdays from 11:00 a.m. to 3:00 p.m. during the winter and spring months. The Town will manage all aspects of the new market including the vendor application and selection process, rules and regulations, and marketing. Again, we encourage vendors who have been selling goods at Arriola Square to consider moving to the new farmers market.

Please contact Jennifer Evans, Management Analyst, at 520-868-7549 or email jennifer.evans@florenceaz.gov for more information about becoming a vendor at the Florence Farmers Market.

Sincerely,



Charles Montoya
Town Manager

seven

For Mayor Tom Rankin

To Mayor Tom Rankin and Town Council Members

I just wanted to answer some of the questions you had on the beginning of the Florence Farmer's Market. Yes, I was a member of the Florence Chamber of Commerce. Joe O'Betka had asked me what we could do to bring people to Florence and I talked to him about Florence needed to be a destination that offered interest that other places did not have; then commerce and roof tops would follow. I suggested as a quick, easy and inexpensive beginning, having a Walk Of Fame for all the movies filmed here and a Saturday Florence Farmer's Market. Mr. O'Betka asked me to talk to the Chamber of Commerce with my ideas. The Chamber head, Chuck Sellers, asked me to join the Marketing Committee that was comprised of the Chamber and Main Street members. I threw out my ideas which everyone thought wouldn't work. I then started doing research by going to every Farmer's Market in the valley area, Oracle, Tucson, Gilbert, Mesa, Chandler and Phoenix. I even went to the one up in Pinetop area. I spoke with the State Department of Economic Security on State Certification with the WIC program. I had to attend a day in workshop to get Florence certified as a State approved Farmer's Market. Rosanne Ringer of the WIC program went with me to class. I then had to get a State Certified farmer that could accept the WIC vouchers. I stopped at Jason Niccol's farm near Casa Grande and talked him into setting up in Florence. I then talked him into getting certified so he could take WIC vouchers as well. I went before the Town Council with Chuck Sellers and presented my request to have a Farmer's Market on Main Street and all fees be waived. The Town Council graciously agreed and my work was set out for me. We were then put on the State Brochure for State Certified Farmer's Market. This meant now reports had to be filled out and sent to the State but it got us out there in the public with no cost to Florence. This was intended to be a community service to promote foot traffic on Main Street on Saturdays. Monday through Friday people went to the bank, drug store, True Value or business offices but there was no traffic on Saturdays unless someone had to run into the hardware store. I made up a map of Main Street with all the businesses and asked each one for permission if we could set a vendor up outside of the place of business. Most businesses that were closed on Saturday anyway had no problem with it as long as no mess was left behind. That was part of our deal, the vendors would get there Saturday morning and start cleaning up from the Friday night activities and they left their spots better than they found them. The first Farmer's Market in October 2002 had Main Street lined up with vendors on both sides. I would have them fill out a form with their contact information, wares they sold, and a release to the Town of any liability. I assigned them a place to set up as you couldn't just set up anywhere and I needed that release signed before they set up. I had over 75 vendors with all kinds of wares, food, crafts, antiques, art, etc.. The Pinal County Health Department has very strict rules on food vendors and required codes and licenses, so we lost many of them. Because we were not a once a year function and were on going, we fell under different codes. I also had to make up signage that had to go on every home baked item stating that it was not cooked in a certified kitchen. I took some old real estate signs and painted over them and made the first six Florence Farmers Market signs. Later the Town of Florence made some real nice ones for us that we currently are putting out each Saturday, picking up and storing until the next use. I went to the Avacado Nursery and got them to bring plants. They implemented a community garden for students from the Ira Hayes High School. I

went to the K-8 and Florence High School to promote the students to grow plants and sell them at the Farmer's Market as fund raisers and to teach the students how to care for plants, market and salesmanship on their wares and how to make change and do accounting of their enterprise. I invited the Florence High School 4-H to participate and the art class to display and sell their projects and for the High School Band to perform with a tip jar for donations for their fund raiser. I had other individual musicians that were welcome to come and perform and show off what they can do. They got bookings. The Garden Club came with their plants, the Girl Scouts came and sold their cookies, various bake sales for community fund raisers and the Woman's Club came down and sold some items. The Woman's Club later set up a yard sale on a few Saturdays. I invited the Wuertz Family Farm to participate with their products. The mother had written some real cute farm animal books and Waylon Wuertz had talked the family into letting him grow gourds. Waylon came and sold many a gourd and handed out cards so folks could go directly to the farm to pick out what they wanted. Our Florence Reminder did a story on them in December 2002. From this started the annual Gourd Festival that is held at Eleven Mile Corner Pinal County Fair Grounds that bring in thousands of people from all over to this area. Penny at the Pecan Grove started selling gift baskets here and branched out to setting up a store and mailing them all over the United States. I went to Arts And Crafts Festivals all around the valley and brought in several artists that have gone on to success. I would say the Florence Farmer's Market has seeded many a successful businesses. Every Saturday I would set out the Farmer's Market Signs, post flyers all around and make announcements at the Caliente and Florence Gardens' Coffee s to come check us out. I would set up a table and 4 chairs and would teach the kids how to make sit-a-pons, play checkers or color. I would hand out brochures on Florence and Pinal County and answer questions about our town, it's history, our museums, our fine places to eat and the Florence Community Garden that we started off this Farmer's Market that Ruth Harrison headed. I encouraged folks to go to the Chamber of Commerce and see what all we have to offer, information on the movies that were filmed here and to be sure to take time to sit in the community garden where we put up benches to watch the birds and butterflies and take pictures. I invited them to be sure and come back in November for a taste of the west at our Junior Parada and in February for our annual Historic Home Tour. I did this for six years straight. I then said that was it for me and was going to pull the plug, but Debbie and Dennis volunteered to carry it on. They have worked very hard to bring in new vendors and keep the old. They brought in the egg lady, great homemade salsa, homemade jams, citrus fruit growers and fresh vegetables. They have also brought in many new homemade arts and crafts and have policed the area to make sure it is left clean. There are the few regulars but every week there is someone different. I just got two calls last week from new vendors that wanted information on the Florence Farmer's Market. One made organic soaps and the other had chili sauce. The whole idea is to create foot traffic on Main Street and have someone there to welcome visitors that drive in to Florence and point out our unique 5th oldest town in Arizona, Pinal County seat, home of the Florence Junior Parada that was first started as a milk fund raiser during the war, our two fantastic museums, and historical and unique architectural buildings, not to mention all the famous and prominent people that started in Florence and went on to great things. I say we need more activities downtown, not less. Please keep the Saturday Florence Farmer's Market and add to it with the Padilla Park Activities.

Sincerely,

Christine Cox





Florence REMINDER AND BLADE-TRIBUNE

FLORENCE, ARIZONA 85232

VOL. 120

NUMBER 44

THURSDAY, OCTOBER 31, 2002

TriValleyCentral.com

Farmer's Market debuts Saturday

High school students growing a new community garden 20 miles away will be among the vendors Saturday morning at Florence's new farmer's market on North Main Street.

Three students from Ira Hayes High School tend the garden two afternoons a week under the direction of Diann Peart, executive director of the Institute for Urban Gardening. The Avocado Nursery on Overfield Road has provided the land, irrigation system and water.

The garden has only been under cultivation a little more than a month, but students plan to have zucchini, mustard greens and radishes for sale Saturday.

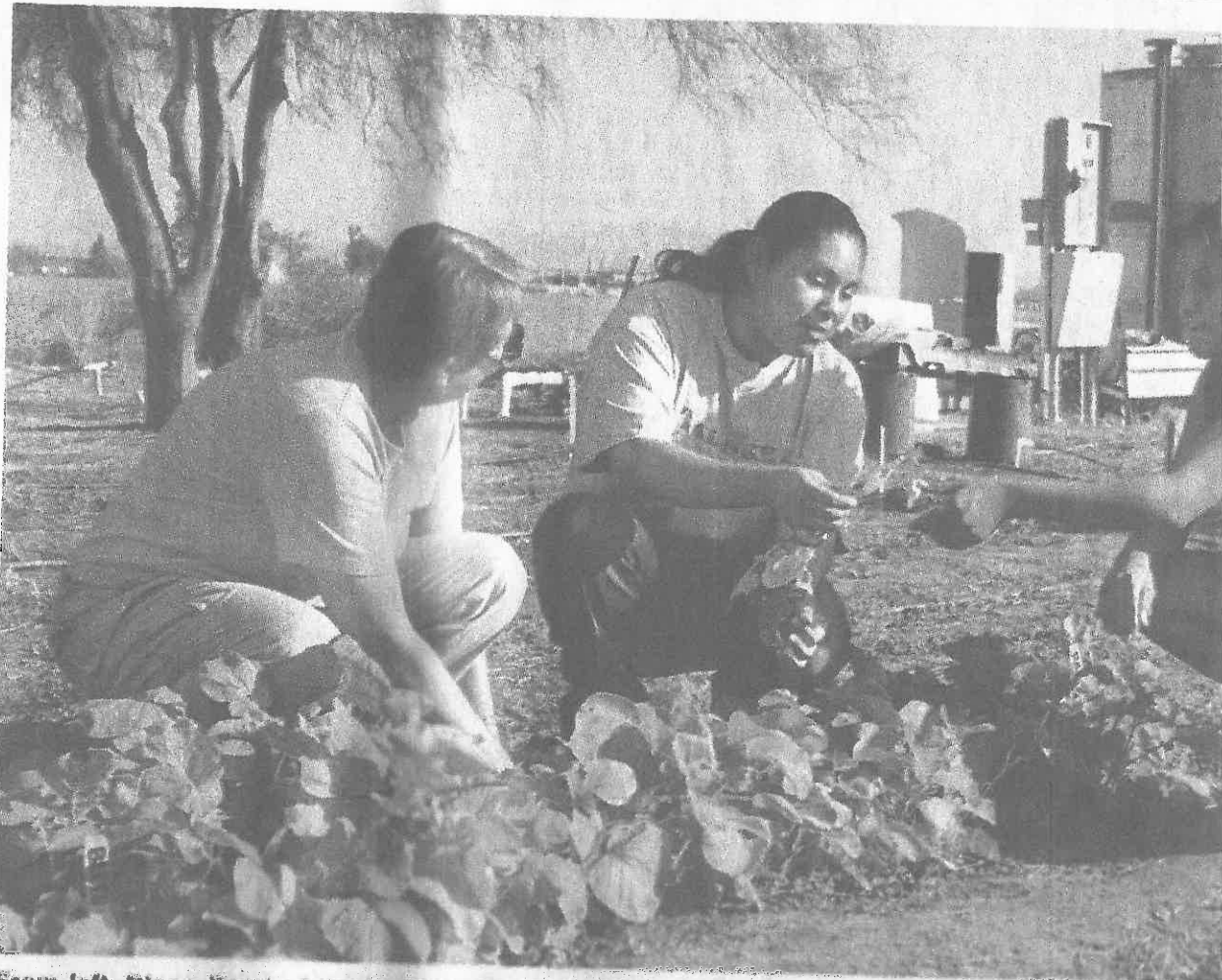
As the garden matures, they'll have several more organically-grown vegetables for sale, including cilantro, mustard greens, two or three kinds of beets, carrots, gourds, swiss chard and spinach. Mizuna, arugula and lettuce will be among the ingredients of their own signature salad fix. They'll also have fresh flowers, grown alongside the vegetables for decoration.

Florence's first weekly Farmer's Market will be 9 a.m. to noon Saturday on North Main Street.

Varga Garland, from the Tucson Community Food Bank, will speak on community gardens at 10 a.m. at McFarland State Historic Park.

starting a farm market," Peart said. " ... We've worked with a number of farm markets in Phoenix. If it's a good enough and big enough market, people will come." She said small growers can make \$10,000 per year just from their backyard gardens.

The three students who work the garden at the Avocado do so as part of an after school program. As more students take part, the plot under cultivation now will grow to about an acre, as students learn not only how to raise vegetables but also gain



From left, Diann Peart of the Institute for Urban Gardening works with Ira Hayes High School stu...

TRI-VALLEY Dispatch

"SERVING OVER 14,000 FAMILIES IN THE CASA GRANDE, GILA AND SANTA CRUZ VALLEYS"

Supplement to the Casa Grande Dispatch, Coolidge Examiner, Florence Reminder and Blade-Tribune and Eloy Enterprise

VALLEY DISPATCH

Wednesday and Thursday, December 4 and 5, 2002 — 1A

TriValleyCer

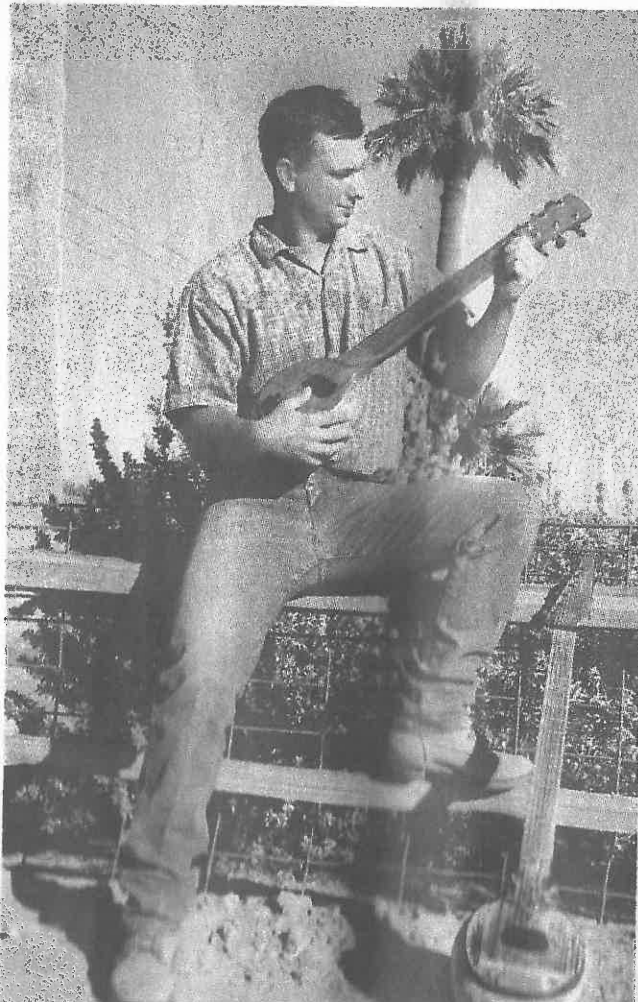
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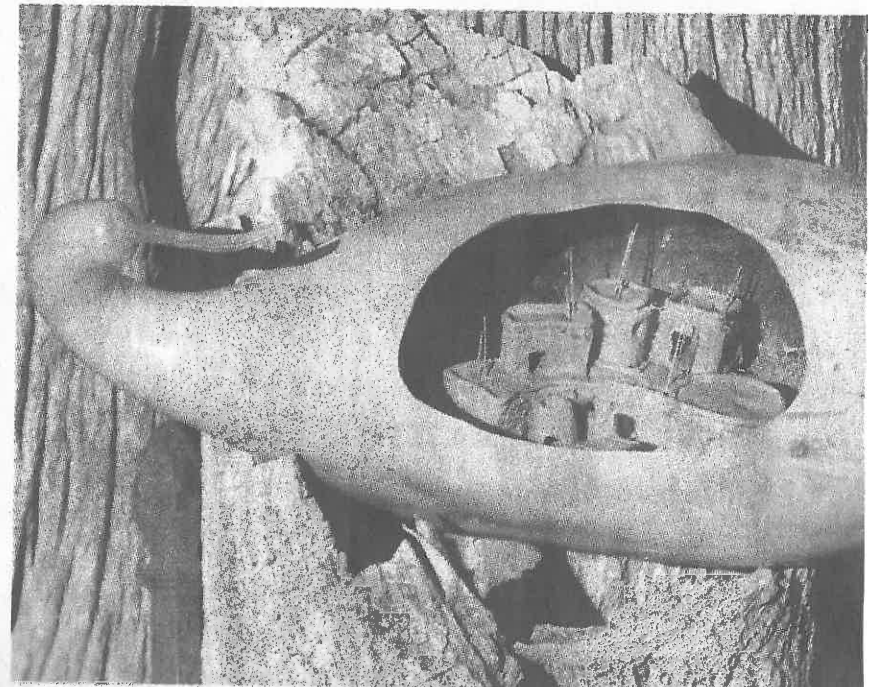
Family
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come from as far away as Globe,
Oracle and Tucson on a regular
basis, and up until this drought-
plagued year, they had a very lov-



Story and photos by Alan Levine



Waylon Wuertz strums a few bars on a gourd guitar fashioned by r
Travis, a student at the University of Arlzona, in photo at left. Go
many decorative applications, some of which are on display at

h eating, and hydroponically

shipping and are after harvest with "They don't have to rip on the plant,"

year-round sun- greenhouse tomatoes ripen as long as cultural requirements plants must be pro- temes of heat and computerized climate will be installed to dures inside the within the optimum tation, between 80 A fog system will to about 80 percent mist filtration will alkalinity to a palat- for thirsty plants.

Hacienda Produce estimate the quality grown by the same the Forestek label one of the world's best of hydroponic eshag in the compa- and has more than companies growing willow, rows beefsteak and varieties for distrib- ty stores and restau- the country. Niccol are still researching varieties they will into consideration as heat tolerance

"I'm sure there is an art to it that we will have to learn as we go along."

— Jason Niccol

along," Niccol said.

The two men met in the mid-'90s while students at New Mexico State University in Las Cruces. They formed the partnership earlier this year when Niccol and his wife Lisa moved here from New Mexico. Merrell works as a chemist at Abbott Laboratories, so Niccol supplies most of the sweet equity during the week.

The sturdy skeleton of the greenhouse is rising near rows of cobs that Niccol is growing and fields that were recently harvested of melons, corn and sorghum. Produce is for sale at the farm and the Niccols also sell at farmers' markets around Phoenix and Tucson.

Niccol earned his degree at NMSU in agronomy and has been farming most of his adult life. Hard as the work is, he said it's the only career he has ever wanted. "I sometimes wish more money was coming in," he said, "but I still feel that way."



Staff photos by Doreen Obermeyer

Lisa and Jason Niccol display a tray of Miracle Sweet tomato plants near the hydroponic greenhouse they are building with partner Bryan Merrell near Casa Grande.



Dr. Peter M. Myskiw-Podiatrist
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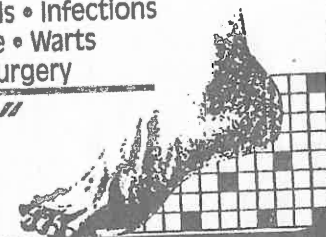
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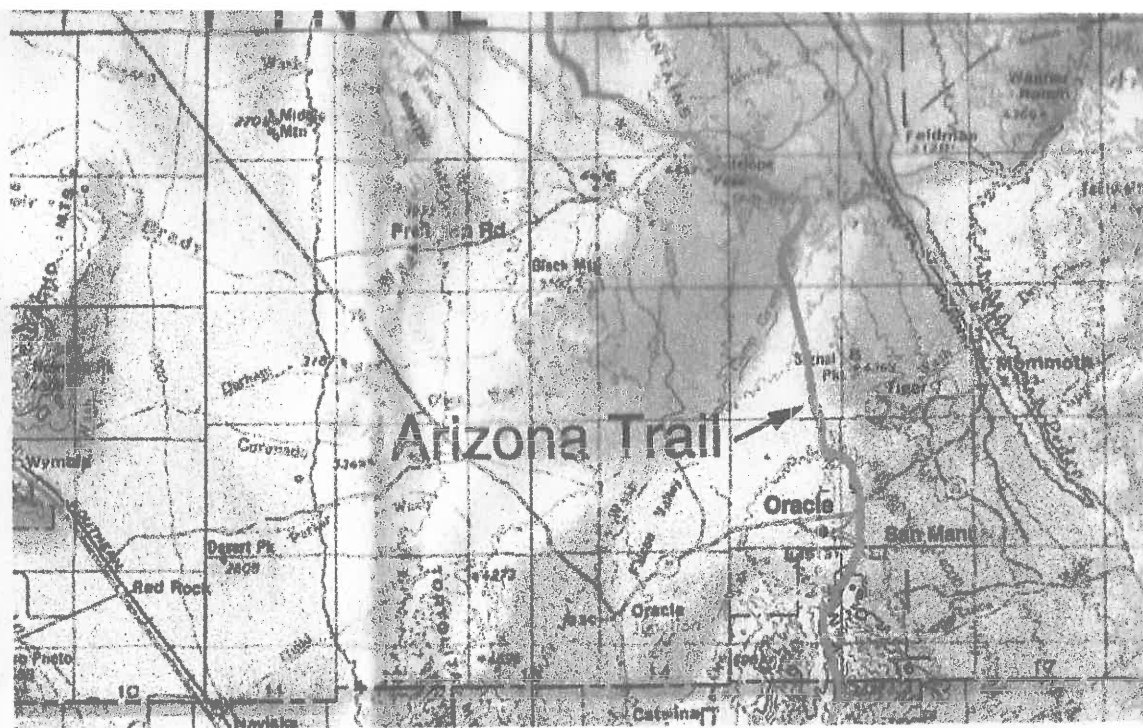
ranges and other special places. Wherever possible, planners have attempted to link existing trails to form one continuous, nonmotorized route — open to hikers, equestrians and mountain bikers. In some cases, as in Arizona's wilderness areas, alternate routes have been estab-

"We're now in about the sixth or seventh year," said Coolidge resident Jim Martin, 65, who is the 911 system coordinator for the county and the regional steward for the

— History, page 13A



Photo courtesy of Sonoran Desert Mountain Bicyclists
A mountain biker tries out the Arizona Trail.



Map shows location of the Pinal County portion of the Arizona Trail. Map courtesy of Chu

Loretta Lynn lends name to Coolidge-made hon

By **DOREEN OBERMEYER**
Staff Writer

COOLIDGE — She's the queen of country music — The Coal Miner's Daughter — a legend in the recording industry. But she's also the customer of a Coolidge couple with a line of tasty merchandise.

After sampling Lynn and Shirley Bushnell's honey products last year, Loretta Lynn was so impressed that she asked the couple to begin packaging honey for her under the label "Loretta's A Honey."

"They let me name the honey," said the dark-haired Kentucky dynamo, now 67. "I think that's a pretty good name myself."

The singer was at a Phoenix



Staff photo by Doreen Obermeyer

Samples of Loretta's A Honey products.

bookstore May 19 promoting her second autobiographical work, Still Woman Enough, the sequel to A

Coal Miner's Daughter.

While a long line of devoted fans held out copies of the book for her

autograph, Lynn talked about her new product and about the road.

"It's hard," she said. "While (touring) for three weeks we're on our way home now."

The singer travels with the entourage of family and sleek motor home emblazoned with her name in purple script. Years in the music industry still the same down-home singer who made her Country Opry debut with "I'm a Honky-Tonk Girl" back in the early 1960s.

"I don't think anything will change no one," she said. "If you change, you weren't real with."

Loretta Lynn

6-5-20

FARMERS'

MARKET

Main Street

Sat. 9-12

SHOP FLORENCE FIRSI

Florence Chamber of Commerce

FLORENCE

FARMERS'

MARKET

SATURDAYS

9 am - Noon



Florence Farmers' Market

First Annual Season begins November 2, 2002 through April located on Florence Main Street.

WANTED

Home Grown Back Yard Produce – Yes you! If you have more than you can eat, please bring it down.

Community Gardens are encouraged. What a way for your local residents to get together and it is a wonderful learning experience for all.

School Fund Raisers – Start seedlings in Dixie Cups, herbs, flowers and plants and bring them down. Future Farmers and Agriculture classes gear up for this outlet!

Farmers – Please get a hold of me and do a regular stand. Part time is great too.

Crafters – Bring your handwork down and let's share it with others. The interaction with one another is fantastic. Sell some so you can make more!

Artists – There is a lot of talent out there, please bring your art down to show and or sell. Paintings, painted gourds, pottery, leather craft, hand designed jewelry, blown glass, stained glass, your published books, etc..

Girl Scouts, Boy Scouts, Clubs and Organizations are welcomed with their fund raisers.

Swap Meet – We hope to pull together a Swap Meet in conjunction with the Farmers' Market so there is something for everyone.

Bottom Line - We hope to make Florence Farmers' Market a Must Stop on Saturday Mornings with a Festival Feel – FUN FOR EVERYONE!

For More Information – Please Contact Chris Cox (520) 868-4273 and leave a message. I will get back to you as soon as I can.

**TOWN OF FLORENCE
REGULAR MEETING
AGENDA**

REGULAR MEETING OF THE MAYOR AND COUNCIL OF THE TOWN OF FLORENCE TO BE HELD MONDAY, SEPTEMBER 15, 2003 AT 7:00 P.M. IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA.

1. CALL TO ORDER:

2. ROLL CALL: Williams __, Morgan __, Henderson __, Freeman __,
Rankin __, Pomeroy __, Smith __.

3. PLEDGE OF ALLEGIANCE

4. MINUTES: Approval of Minutes of Council Meetings held August 4, 2003, August 6, 2003 and August 18, 2003.

5. UNFINISHED BUSINESS

a. Ordinance No. 352-03: Discussion/Approval/Disapproval of AN ORDINANCE OF THE TOWN OF FLORENCE, ARIZONA AMENDING ARTICLE VI, DIVISION 3 OF THE TOWN OF FLORENCE CODE TO ADD SECTION 4-245, DESIGN REVIEW (Second Reading).

6. NEW BUSINESS

a. Resolution No. 864 -03: Discussion/Approval/Disapproval of a RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF FLORENCE, ARIZONA, APPROVING THE APPLICATION FOR RENEWAL AND SUPPORTING THE CONTINUATION OF THE PINAL COUNTY ENTERPRISE ZONE; APPOINTING A REPRESENTATIVE (S) FROM THE FLORENCE TOWN COUNCIL TO SERVE ON THE ZONE COMMISSION; AUTHORIZING THE TOWN OF FLORENCE TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH PINAL COUNTY AND OTHER MUNICIPALITIES TO FORM THE ENTERPRISE ZONE COMMISSION.

b. Discussion/Approval/Disapproval of the Chamber of Commerce's request to waiver of vender fees for the Farmers Market and to use Arriola Square and both sides of the sidewalk on Main Street from November 1, 2003 thru April 21, 2004.

7. WARRANT REGISTRAR: Authorization to pay the Register of Demands ending August 31, 2003 in the amount of \$795,106.48.

8. REPORTS BY OFFICERS

- A) Department Reports**
 - 1. Community Development**

HOME BAKED

Items are home baked in a private kitchen that is not subject to regulation by the Regulatory Authority.

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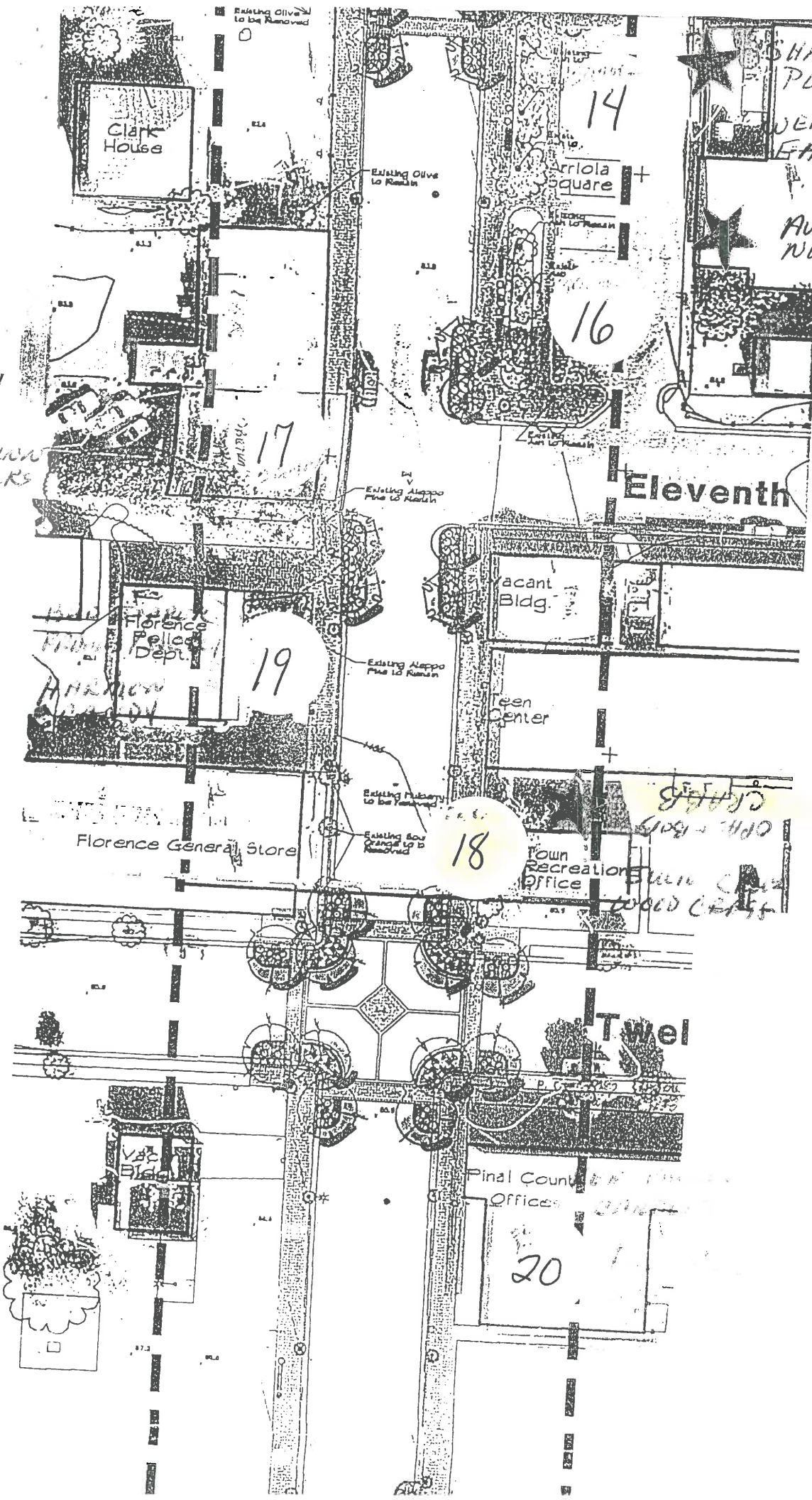
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set



Clark House

Existing Olive
to be Removed

14

Arriola square

SHALAKO
PERONIS
VERTZ
FARM

AVOCADO
NURSERY

16

MORGAN
BOWERS

Mrs CLARK
with RIVERS

17

Existing Alapoo
Pine to Remain

Eleventh

Florence
Police
Dept.

19

Existing Alapoo
Pine to Remain

vacant
Bldg.

Teen
Center

Florence General Store

Existing Mulberry
to be Removed

Existing Box
Orange up to
be Removed

18

Town
Recreation
Office

CRABB

STUDIO
GUY & THO

WOOD CRAFT

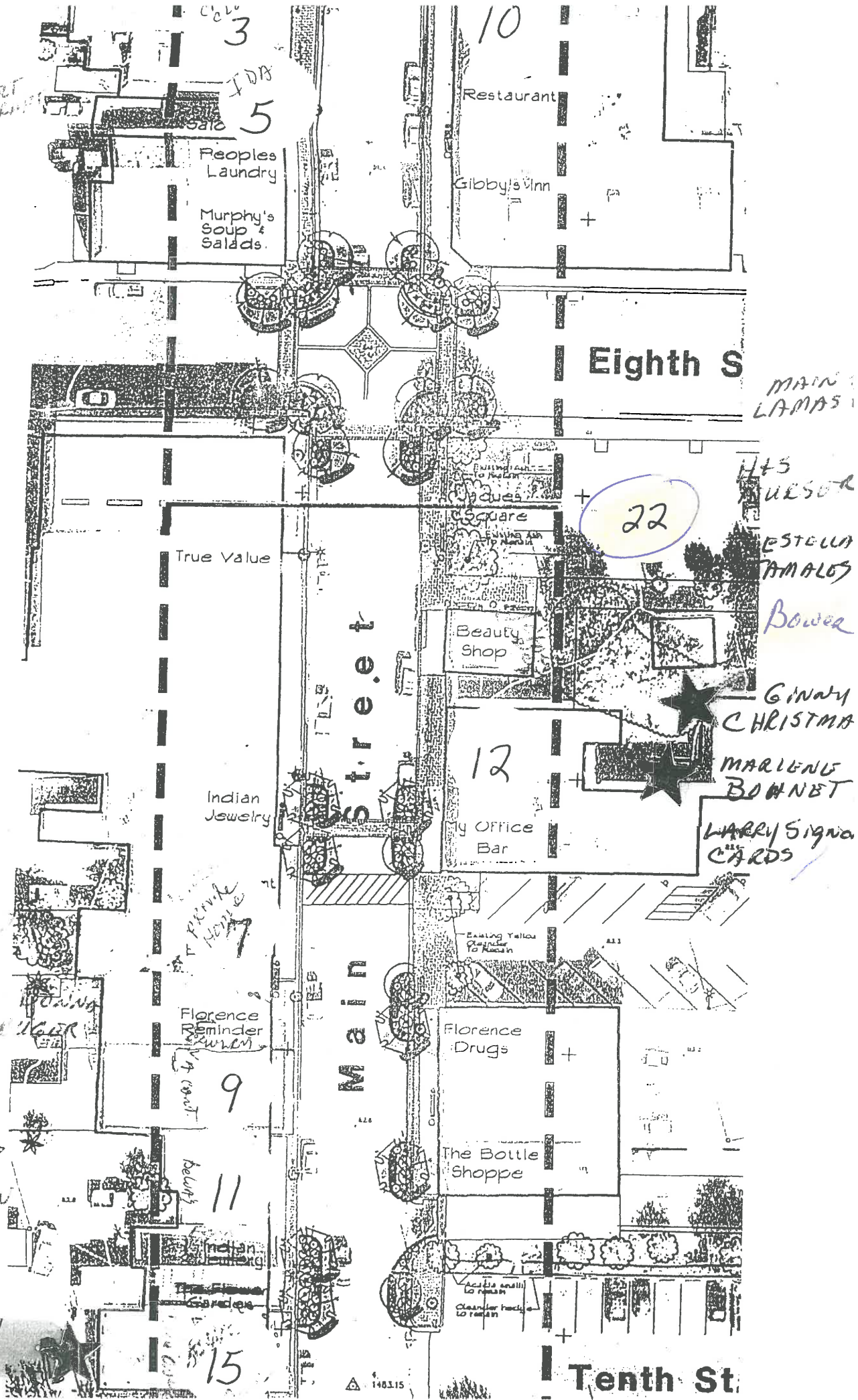
Twel

V&C
Bldg.

Pinal County
Offices

20

Bowers



3

Peoples Laundry
Murphy's Soup & Salads

10
Restaurant
Gibby's Inn

Eighth St

MAIN LAMAS

22

H+S
CURSOR
ESTELIA
TAMALOS

Bowers

GINNY
CHRISTMAS

MARLENE
BONNET

LARRY SIGNA
CARDS

True Value

Main Street

Beauty Shop

12

Office Bar

Indian Jewelry

Florence
Reminder
Cards

9

Florence
Drugs

The Bottle
Shoppe

STONER
RUGER

SANDERS
PAINTS
AND
GLASS

LODDEN

11

Gardens

15

SAN TAN
ART

Tenth St

McFarland State Park

MAIN & RUGGIES

Pinal County
Historical
Museum

715 S. MAIN