

**TOWN OF FLORENCE
REGULAR 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 TUESDAY, JANUARY 21, 2013, AT 5:30 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 Smith___;
Councilmembers: Tom Celaya___; Bill Hawkins___;
Ruben Montaña___; Tara Walter___; Vallarie Woolridge___;

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. CALL TO THE PUBLIC

Call to the Public for public comment on issues within the jurisdiction of the Town Council. Council rules limit public comment to three minutes. Individual Councilmembers may respond to criticism made by those commenting, may ask staff to review a matter raised or may ask that a matter be put on a future agenda. However, members of the Council shall not discuss or take action on any matter during an open call to the public unless the matters are properly noticed for discussion and legal action.

6. WORK SESSION

- a. **Discussion on Agenda Item** No. 9a. Ordinance No. 606-14.
- b. **Discussion on ORDINANCE** NO. 605-13: AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE TOWN OF FLORENCE CODE OF ORDINANCES, TITLE XV LAND USAGE, CHAPTER 150 DEVELOPMENT CODE, SECTION 150.013 DESIGN REVIEW (PZC 38-13-ORD) (First reading held on December 2, 2013, second reading held on January 6, 2014).

7. PRESENTATIONS

- a. Presentation by Greater Florence Chamber of Commerce recognizing the Business of the Month.

- 8. CONSENT:** All items indicated by an (*) will be handled by a single vote as part of the consent agenda, unless a Councilmember or a member of the public objects at the time the agenda item is called.

- a. ***Approval of a Professional Services Agreement with Sunrise Engineering, Inc., for design of waterline in Bailey Street.**
- b. ***Approval of Task Order No. 3 with Water Works Engineers, LLC, for bidding and construction administrative services for Well 3B.**
- c. ***Ratification of the Assumption of Blessed Virgin Mary Catholic Church Special Event License for a Saturday, February 8, 2014, from 10:00 a.m. to 8:00 p.m.**
- d. ***Discussion/Approval/Disapproval of the Town of Florence 2014 General Plan Amendment application and hearing schedule.**

9. UNFINISHED BUSINESS

- a. **ORDINANCE NO. 606-14:** Discussion/Approval/Disapproval of AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE TOWN OF FLORENCE CODE OF ORDINANCES, TITLE XV LAND USAGE, CHAPTER 150 DEVELOPMENT CODE, SECTION 150.031 DEFINED WORDS, SECTION 150.047 DISTRICT USE REGULATIONS TABLES (A) AND ESTABLISHING A NEW RURAL RESIDENTIAL EQUESTRIAN SUBDIVISION (RRES) ZONING DISTRICT SECTION (PZC-34-13ORD) (First reading held on January 6, 2014).

10. NEW BUSINESS

- a. **Resolution No. 1418-14:** Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE PRE-ANNEXATION AND DEVELOPMENT AGREEMENT WITH DQCRESTFIELD, LLC., an ARIZONA LIMITED LIABILITY COMPANY, AND AUTHORIZING EXECUTION OF SUCH PRE-ANNEXATION AND DEVELOPMENT AGREEMENT (Annexation No. 2013-02 – “CRESTFIELD MANOR” PROPERTY).
- b. **Resolution No. 1419-14:** Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ADOPTING REVISIONS TO THE TOWN OF FLORENCE FY 2013-2014 EMPLOYEE CLASSIFICATION PLAN.
- c. **Discussion/Approval/Disapproval** of authorizing the Town Manager to accept the award for Federal Emergency Management Agency (FEMA) Staffing for Adequate Fire and Emergency Response (SAFER) grant program funds in the amount of \$463,902.
- d. **Discussion/Approval/Disapproval** of Task Order No. 2 with Water Works Engineers, LLC, for bidding and construction administration of effluent pump station, chlorine system upgrades and administration building improvements at the South Wastewater Treatment Plant.

- e. **Discussion/Approval/Disapproval** of Task Order No. 4 with Water Works Engineers, LLC, for construction of a new water storage tank, booster station and site improvements in North Florence.

11. MANAGER'S REPORT

12. CALL TO THE PUBLIC

13. CALL TO THE COUNCIL

14. ADJOURN TO EXECUTIVE SESSION

For the purpose of discussion of the public body with the Town Attorney in accordance with A.R.S. § 38-431.03(A)(4) for discussion and consideration of Town's position with regard to pending litigation.

15. ADJOURN FROM EXECUTIVE SESSION

16. 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 17TH DAY OF JANUARY 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.*****

**TOWN OF FLORENCE
OFFICE OF THE TOWN ATTORNEY
REQUEST FOR LEGAL REVIEW, OPINION AND CONSULTATON**

JAMES E. MANNATO
FLORENCE TOWN ATTORNEY
520-868-7557
james.mannato@florenceaz.gov

Review No. LO14-0003¹

Date of Request: 1/13/2014	
Requesting Department: Clerk	
Person Requesting ² : Lisa Garcia	Contact Phone No.: 7552
Type of Request: <input type="checkbox"/> Document Review	Item for Review ³ : None
<input checked="" type="checkbox"/> Legal Opinion	Date Needed: ASAP
<input type="checkbox"/> Consultation	
Dollar Value: (if applicable)	
Issue ⁴ : Please provide a legal opinion for the Mayor and Town Council addressing the proposed zoning changes for Wild Horse Estates, should the Arizona Farms annexation be successful, as it contrasts with the CC & R's which are applicable to the residential properties in that subdivision.	
Problem ⁵ : There appears to be some uncertainty among the residents of Wild Horse Estates as to whether proposed zoning changes would allow for uses of residential property which are different or are in conflict with the CC & R's.	

¹ Your request will be assigned a sequential number by the Legal Department for reference.

² With the exception of peace officers or the Town Council, the person requesting should be a department head or designee. Unless there are unusual circumstances present or there is an emergency, a designee should be a person with significant management authority, i.e., second-tier departmental management.

³ The item for review will generally fall into a category, e.g., construction contract, services contract, lease, development agreement, IGA, MOU, ordinance, resolution, etc. The item should be included with the request form, unless previously provided or electronically provided. If the requestor is not sure of the legal category of the issue, simply write in "see attached".

⁴ If the request asks for a legal opinion and the legal question is known, indicate it here, e.g., "Is XYZ Corp. in breach of the contract", "Can the Town legally enact the proposed ordinance", etc. If the legal question relates to a document, that may also be described here.

⁵ If the requestor has a complex issue, the precise legal issue is not known, or there is a complex set of facts, summarize the facts creating the problem here. Attach any key documents, photos, diagrams, etc.

OFFICE OF THE TOWN ATTORNEY
RESPONSE TO REQUEST FOR LEGAL REVIEW, OPINION AND
CONSULTATION

#LO14-0003

JAMES E. MANNATO
FLORENCE TOWN ATTORNEY
520-868-7557
James.mannato@florenceaz.gov

DATE OF REQUEST: 1/13/14

Date of Reply: 1/16/14

REQUESTING DEPARTMENT: Deputy Town Manager

PERSON REQUESTING: Lisa Garcia – on behalf of the Mayor and Town Council

CONTACT INFO: 868-7552

Dear Lisa –

Recently, you requested me to issue an opinion for use by the Mayor and Town Council as to whether proposed zoning changes to the Wild Horse Estates subdivision would have the effect of changing the permitted uses of residential properties in that subdivision, given that Wild Horse Estates is governed by CC&R's which are recorded against each parcel of property. It is to be noted that the proposed zoning changes would only take effect upon a successful annexation of that subdivision by the Town, and would be primarily for the purpose of establishing "comparable zoning" as required by Arizona Revises Statutes.

The zoning changes of concern relate to the type and number of animals that each property owner can keep on their property.

The Declaration of Covenants, Conditions and Restrictions for Wild Horse Estates (the "CC&R's") was recorded by declarant Richard Maes /Felix 102, LLC in the office of the Pinal County Recorder at Fee No. 2001-016195.

Among other things, the CC&R's restrict the property owner's ability to keep and maintain certain animals. Paragraph 12 of the CC&R's states:

"12. Animals. No pigs, livestock or other similar animals shall be kept or maintained on any of the said lots. The number of horses may not exceed two (2) full grown horses and two (2) colts. Only normal pets in

reasonable numbers for each lot owner will be permitted. A 4-H animal with the exception of a pig will be considered a pet. No pet shall be allowed that creates a hazard or nuisance to owners of other lots in the subdivision..."

CC&R's are contracts that create enforceable property rights and obligations that run with the land. Hawk v. PC Village Association, Inc., 309 P.3d 918, 922 (2013). Additionally, the Arizona Court of Appeals held in Hawk that the Arizona State Legislature has the authority to invalidate the type of covenants which are found in CC&R's, so long as such legislation cannot be demonstrated to cause an "impairment of contract" in violation of the Constitution.

The Court noted that Arizona statutes govern many aspects of planned communities: assessment procedures (A.R.S. § 33-1806), liens (A.R.S. § 33-1805), meetings (A.R.S. § 33-1804), flag and sign display (A.R.S. § 33-1808), solar energy devices (A.R.S. § 33-1816), and affairs of the board or directors and committees (A.R.S. § 33-1810 et seq.).

A.R.S. § 33- 441, enacted by the Legislature in 2009 and which was at issue in Hawk, specifically abrogates all existing CC&R provisions that prohibit "for sale" signs.

Therefore, it can be seen that while CC&R's are binding on the parties who agree to them in the purchase of property, in certain circumstances they can be invalidated by the Arizona State Legislature.

However, this is not true for the Town of Florence. The Town does not have the power to change or invalidate the CC&R's recorded for Wild Horse Estates. The Town's proposed zoning changes are simply a necessary legal requirement in the event of annexation, pursuant to A.R.S. 9-471(I), which requires that the Town "adopt zoning classifications for the annexed property that permit densities and uses no greater than those permitted by the County immediately before annexation."

Thus, the Town's proposal for the zoning changes to Wild Horse Estates is best understood as a legal requirement which ensures that the underlying zoning for this subdivision is comparable to that which existed prior to annexation.

In no way is it to be understood or interpreted as an attempt to change or invalidate the CC&R's which are binding upon the individual parcels of land and the owner's of such land - because that power is not vested in the Town, only in the Arizona State Legislature.

Therefore, were it not for the Wild Horse Estates CC&R's, the Town's zoning proposal would allow for alpaca, llama, chickens, and up to four horses. But the new zoning must not be understood by the property owners as an alteration of the binding deed restrictions they have agreed to during the purchase of their properties.

I hope this analysis is helpful in resolving your inquiry. If you would like to discuss this opinion in greater detail, please contact me directly.

James E. Mannato
Florence Town Attorney

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 6b.
MEETING DATE: January 21, 2014 DEPARTMENT: Community Development STAFF PRESENTER: Mark Eckhoff, AICP Community Development Director SUBJECT: Ordinance No. 605-13: Design Review Text Amendment (PZC-38-13-ORD)		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1 st Reading <input checked="" type="checkbox"/> 2 nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Motion to adopt Ordinance No. 605-13 for the Design Review Text Amendment.

BACKGROUND/DISCUSSION:

The Town of Florence requests approval of the following application:

PZC-38-13-ORD: AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE TOWN OF FLORENCE CODE OF ORDINANCES, TITLE XV LAND USAGE, CHAPTER 150 DEVELOPMENT CODE, SECTION 150.013 DESIGN REVIEW.

Staff has been working to make incremental improvements to the Town’s Development Code and continues to look for opportunities to make the Development Code more user friendly, less redundant and more reflective of operating procedures that seek to encourage economic development. With this particular application, staff is looking to improve the section of the Code pertaining to the Design Review process.

A completely revised design review section was proposed to streamline the design review process and make the process more business and development friendly while continuing to support the Town’s efforts to promote high quality development.

Major highlights are as follows:

1. Changes support streamlining the scenarios where the design review process is required from seven to two. Some repetitive and vague language is removed in the process.

2. Staff provided greater clarity to why the design review was required and the types of items needed to complete the Design Review application process.
3. The ordinance proposes that more routine design review cases be handled by staff. This would streamline a design review application for a basic attached sign or a small scale project; however, it is noted that this does not lessen the requirements within the Historic District where the design review process falls under the Historic District Advisory Commission and not the Planning and Zoning Commission.
4. Staff clarified that some projects are handled through other internal review procedures, such as engineering's review of grading plans or civil improvement plans. Thus, a redundant Design Review process is not warranted.
5. Staff clarified that projects that are only modifying the interior of a building are not subject to the Design Review process, except where the remodel or tenant improvements could impact the historic integrity of a building in the Historic District.

FINANCIAL IMPACT:

This request has no direct or specific financial impacts.

RECOMMENDATION:

Motion to adopt Ordinance No. 605-13 for the Design Review Text Amendment.

ATTACHMENT:

Ordinance No. 605-13

ORDINANCE NO. 605-13

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE TOWN OF FLORENCE CODE OF ORDINANCES, TITLE XV LAND USAGE, CHAPTER 150 DEVELOPMENT CODE, SECTION 150.013 DESIGN REVIEW (PZC-38-13-ORD).

WHEREAS, development codes are designed to protect the health, safety and general welfare of the public and are subject to modifications to ensure that codes are current and meet the needs of the local community; and

WHEREAS, deficiencies have been noted in current development codes pertaining to the aforementioned section; and

WHEREAS, the Town of Florence has proposed this ordinance to address such deficiencies and ensure that local development codes pertaining to the aforementioned section are appropriate and current for the Town of Florence; and

WHEREAS, the Florence Planning and Zoning Commission, conducted a public hearing on this Ordinance and have sent the Mayor and Council of the Town of Florence a favorable recommendation on this proposed ordinance.

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

Section 1. That the recitals contained in this ordinance are hereby adopted and incorporated herein as findings of fact of the Town Council.

Section 2. That if any word, sentence, paragraph, clause, phrase or other provision of this ordinance is for any reason deemed to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such holding shall not affect the validity of the remaining words, sentences, paragraphs, clauses, phrases or other provisions of this ordinance, or the validity of this ordinance as an entirety, it being the legislative intent that this ordinance shall stand, notwithstanding the invalidity of any word, sentence, paragraph, clause, phrase or other provision.

Section 3. That Chapter 150, Section 150.013 Design Review within Title XV Land Usage of the Town Code of Ordinances is hereby deleted in its entirety and replaced as follows:

150.013 DESIGN REVIEW.

~~_____ (A) The purpose of Design Review is:~~

- ~~_____ (1) Promote development consistent with the town's goals;~~
- ~~_____ (2) Ensure that development is compatible with the surrounding area;~~
- ~~_____ (3) Ensure development according to the town's general plan; and~~
- ~~_____ (4) Ensure that utility installations, site plan, materials, color, southwest ambiance of the town.~~

~~_____ (B) Design review is required for subdivision, planned unit developments, multiple family developments, office, commercial and industrial projects if any one of the following requirements is met:~~

- ~~_____ (1) Any new development or construction;~~
- ~~_____ (2) Any change in occupancy as classified by the building code(s) of the Town;~~
- ~~_____ (3) Any expansion of an existing site or building;~~
- ~~_____ (4) Any remodeling of an existing use that alters at least 20% of the floor area or site area;~~
- ~~_____ (5) Any remodeling or improvement valued at 50% or more of the value of the existing improvements on the site;~~
- ~~_____ (6) Prior to occupancy or use of any commercial or industrial building or site which has been vacant for six months or more; and~~
- ~~_____ (7) Any amendment to an approved design review plan.~~

~~_____ (C) Applications for design review shall be submitted to the Planning Department and shall contain:~~

- ~~_____ (1) Completed application form and fee;~~
- ~~_____ (2) Site plan;~~
- ~~_____ (3) Building elevations;~~
- ~~_____ (4) Conceptual landscape plan;~~
- ~~_____ (5) Grading and drainage plan;~~
- ~~_____ (6) Materials and Colors Exhibit Board; and~~
- ~~_____ (7) Signage plan.~~

~~_____ (D) Town staff shall review the application for the following:~~

- ~~_____ (1) The proposed development complies with all provisions of this Development Code and all other ordinances, master plans, general plans, goals, objectives and standards of the town;~~
- ~~_____ (2) Building heights, building locations, access points and parking areas of the proposed development will not negatively impact adjacent properties or the surrounding neighborhood;~~
- ~~_____ (3) The proposed development promotes a functional relationship of structures to one another, to open spaces and to topography both on the site and in the surrounding neighborhood;~~
- ~~_____ (4) The height, location materials, color, texture, area, setbacks and mass, as well as parts of any structure (buildings, walls, signs and lighting)~~

and landscaping is appropriate to the development, the neighborhood and the community;

~~_____ (5) _____ Ingress, egress, internal and external traffic circulation, off-street parking facilities, loading and service areas, and pedestrian ways are so designed as to promote safety and convenience;~~

~~_____ (6) _____ The architectural character of the proposed structure is in harmony with, and compatible to, structures in the neighboring environment and the architectural character desired for the town; avoiding excessive variety or monotonous repetition; and~~

~~_____ (7) _____ All mechanical equipment, appurtenances and utility lines are concealed from view and integral to the building and site design.~~

~~_____ (E) _____ The application will then be forwarded to the Site Plan Review Committee for consideration and recommendation to the Planning and Zoning Commission. The Planning and Zoning Commission shall hear the application at its next regularly scheduled meeting and shall review the findings of the Site Plan Review Committee and staff and shall either:~~

~~_____ (1) _____ Approve the application;~~

~~_____ (2) _____ Deny the application; or~~

~~_____ (3) _____ Approve the application with stipulations.~~

~~_____ (F) _____ If the application is found to be lacking, or in noncompliance with any of the items of this Development Code, and adequate resolution cannot be ensured by the applicant, the application shall be denied, and the applicant shall be provided a written response by the Planning Department stating the reasons for denial. The applicant may appeal the Planning Commission's decision to the Council within 15 days of the decision. The appeal letter shall describe the unresolved issues and describe what design solutions are proposed by the applicant. The applicant shall be notified of the date of the Town Council meeting to consider the appeal a minimum of 15 days prior to the public meeting. The decision of the Town Council shall be final.~~

150.013 DESIGN REVIEW.

(A) The purpose of Design Review is to:

(1) Promote development consistent with the Town's codes, policies, guidelines, zoning regulations and overall goals and vision per the Town's General Plan;

(2) Ensure that development is compatible and in character with the surrounding area;

(3) Provide an opportunity to address site plan, architectural, engineering and other development issues at a preliminary level to facilitate the subsequent preparation of construction plans and to assist in expediting permitting and development activities; and

(4) Allow an opportunity to review the aesthetic and functional aspects of a proposed development or project.

(B) Projects within Planned Unit Developments, including single-family homes; multiple-family developments, including condominiums and townhomes;

office; commercial; mixed-use; institutional; and industrial projects are subject to the Design Review process if any one of the following requirements is met:

(1) Project or development includes new or modified vertical (above grade) development or construction components, including permanent signs, that require a building permit, except as noted in Paragraphs (C) and (D) below; and/or

(2) Project includes new or modified horizontal project components, such as parking areas, driveways, circulation areas, landscape areas, outdoor storage areas, retention basins, parks and/or similar site elements, except as noted in Paragraphs (C) and (D) below.

(C) Grading plans, civil improvement plans, underground utility installations and similar projects, as may be determined by the Planning Director, are exempt from the Design Review process.

(D) Interior remodels or tenant improvements that do not alter the exterior dimensions or physical appearance of a structure and/or the historical integrity of a structure within the Town's Historic District, are exempt from the Design Review process.

(E) Applications for Design Review shall be submitted to the Planning Department and shall contain, where applicable:

(1) Completed Design Review application forms and fee;

(2) Site plan showing all existing and proposed improvements; rights-of-way; and easements;

(3) Parcel data, including parcel number and/or legal description; lot dimensions; setbacks; Floor Area Ratio; building heights; lot coverage; and other relevant data;

(4) Building elevations;

(5) Conceptual landscape plan;

(6) Preliminary grading and drainage plan for site and development context;

(7) Materials and colors exhibits;

(8) Signage plan;

(9) Applicable utility information; and

(10) Other ancillary documentation required to complete the review as supported by applicable Town Code and Guidelines.

(F) Town staff shall review the Design Review application for the following:

(1) The proposed development complies with all provisions of this Development Code and all other ordinances, master plans, general plans, guidelines, goals, objectives and standards of the Town;

(2) Building heights, building locations, access points and parking areas of the proposed development will not negatively impact adjacent properties or the surrounding neighborhood;

(3) The proposed development promotes a functional relationship of structures to one another, to open spaces and to topography, both on the site and in the surrounding neighborhood;

(4) The height, location, materials, color, texture, area, setbacks and mass, as well as parts of any structure (buildings, walls, signs and lighting) and landscaping is appropriate to the development, the neighborhood and the community;

(5) Ingress, egress, internal and external traffic circulation, off-street parking facilities, loading and service areas, and pedestrian ways are designed as to promote safety and convenience;

(6) The architectural character of the proposed structure is in harmony with, and compatible to, structures in the neighboring environment and the architectural character desired for the town; avoiding excessive variety or monotonous repetition; and

(7) All mechanical equipment, appurtenances and utility lines are concealed from view and integral to the building and site design.

(G) Town staff will review the Design Review application materials and will determine whether the Design Review application shall be reviewed by Town staff or forwarded to the Planning and Zoning Commission.

(H) Design Review applications reviewed by Town staff shall include applications for:

(1) Attached signs, except where required by the Planned Unit Development or Comprehensive Sign Plan or within the Historic District;

(2) Landscaping, parks, and recreational fields, except for commercial recreational facilities; and/or

(3) Projects on less than one acre and/or involving less than 10,000 square feet of floor/building area, except for projects within the Historic District.

(I) Design Review applications can be approved, approved with conditions or denied. Design Review decisions rendered by Town staff can be appealed within 15 days to the Planning and Zoning Commission.

(J) Design Review applications that are ineligible for staff review or staff reviewed Design Review decisions subject to appeal shall be forwarded for consideration and recommendation to the Planning and Zoning Commission. The Planning and Zoning Commission shall hear the application at a scheduled meeting and shall review the findings of staff and shall either:

(1) Approve the application;

(2) Deny the application; or

(3) Approve the application with conditions.

(K) If the application is found to be lacking, or in noncompliance with any of the items of this Development Code, and adequate resolution cannot be ensured by the applicant, the application shall be denied, and the applicant shall be provided a written response by the Planning Department stating the reasons for denial. The applicant may appeal the Planning Commission's decision to the Council within 15 days of the decision. The appeal letter shall describe the unresolved issues and describe what design solutions are proposed by the applicant. The applicant shall be notified of the date of the Town Council meeting to consider the appeal a minimum of 15 days prior to the public meeting. The decision of the Town Council shall be final.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, this 21st day of January 2014.

Tom J. Rankin, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

James E. Mannato, Town Attorney

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8a.
MEETING DATE: January 21, 2014 DEPARTMENT: Utilities Department STAFF PRESENTER: John V. Mitchell, Utilities Director SUBJECT: Approval of Professional Services Agreement with Sunrise Engineering, Inc., for design of waterline in Bailey Street.		<input checked="" type="checkbox"/> Action <input 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:

Motion to approve a professional services agreement with Sunrise Engineering, Inc., for design of waterline in Bailey Street.

BACKGROUND/DISCUSSION:

The FY 2013/2014 CIP identifies a new waterline in Bailey Street to alleviate substandard conditions in the downtown. The project provides for approximately 2500 lineal feet of new 12 inch waterline in Bailey Street, from Ruggles Street to Butte Avenue, with a loop to the 8 inch waterline in Granite Street.

Sunrise Engineering, Inc. was selected to design the project and construction observation. The fee is \$93,648.

FINANCIAL IMPACT:

The FY CIP identifies \$875,000 in funding for the project. The preliminary engineer's estimate of probable construction costs, including the design fee, is approximately \$800,000, and is within funding limits.

STAFF RECOMMENDATION:

Staff recommends approval of the professional services agreement with Sunrise Engineering, Inc.

ATTACHMENTS:

Professional Services Agreement with Sunrise Engineering, Inc.

PROFESSIONAL SERVICE AGREEMENT BETWEEN
TOWN OF FLORENCE
AND
SUNRISE ENGINEERING, INC.

This agreement, made and entered into on January __, 2014 by and between the **Town of Florence**, hereinafter referred to as **TOWN**, and Sunrise Engineering, INC., hereinafter referred to as **ENGINEER**:

WHEREAS, the TOWN has need for professional engineering services as described herein as EXHIBIT "A"; and

WHEREAS, the ENGINEER has the expertise and qualifications required to perform the needed professional engineering services, as described herein; and

WHEREAS, the ENGINEER and TOWN wish to enter into an agreement, hereinafter referred to as the AGREEMENT, for the furnishing of professional engineering services as described herein.

THEREFORE, in consideration of the mutual promises, covenants, terms and conditions of the parties hereto, it is agreed as follows:

SECTION 1 - OBLIGATIONS OF THE ENGINEER

- 1.1 **Authorization to Perform Work:** Specific work to be performed by the ENGINEER shall be defined and authorized in writing by both the ENGINEER and the TOWN prior to commencing work. Any form of Authorization, be it by Task Order, email approval, etc. shall become a supplement to and part of this AGREEMENT. Each Authorization will define services to be performed, schedule for performance of those services and compensation for performance of those services.
- 1.2 **Point of Contact:** ENGINEER shall designate, in writing, a Project Manager who will act as primary point of contact and ENGINEER's representative with respect to the services rendered under this AGREEMENT.
- 1.3 **Standard of Care:** All services performed by ENGINEER, or under its direction, shall be rendered in accordance with the prevailing standard of skill and care of the engineering profession at the time and in the area where the services are to be performed.

1.4 Opinions of Cost: In providing opinions of cost, the ENGINEER has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate cost or schedule of the facility being analyzed. Therefore, the ENGINEER makes no warranty that actual costs, financial aspects, economic feasibility, or schedules will not vary from the ENGINEER's opinions, analyses, projections, or estimates.

1.5 Personnel at the Construction Site:

1.5.1 The presence or duties of the ENGINEER's personnel at a construction site, whether as onsite representative or otherwise, does not make the ENGINEER or its personnel in any way responsible for those duties that belong to TOWN and/or any construction contractors or other entities, and does not relieve any construction contractor or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with any agreements between the TOWN and such construction contractors, and any health or safety precautions required in the performance of such construction work.

1.5.2 The ENGINEER and its personnel have no authority to exercise any control over any construction contractors or other entities or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractors or other entities or any other persons at the site except ENGINEER's own personnel.

1.5.3 The presence of ENGINEER's personnel at a construction site is for the purpose of providing the TOWN a greater degree of confidence that the completed work will conform generally to any AGREEMENT between the TOWN and any construction contractor and that the integrity of the design concept has been implemented and preserved by such contractor. Therefore, ENGINEER agrees that it will timely inform TOWN if ENGINEER observes work being performed in a manner which does not conform to the specifications and requirements of ENGINEER. ENGINEER neither guarantees the performance of any contractors nor assumes responsibility for such contractors' failure to perform their work. Construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

- 1.6 **Deliverables:** ENGINEER's deliverables, including record drawings, are limited to the sealed and signed hard copies. Computer-generated drawing files furnished by ENGINEER are for TOWN or others' convenience. Any conclusions or information derived or obtained from these files will be at user's sole risk.
- 1.7 **Insurance:** ENGINEER agrees to provide the following insurance coverage, at ENGINEER's own expense for the entire duration of any project and for two (2) years thereafter:
- 1.7.1 Compensation Insurance. ENGINEER shall procure and maintain Workers Compensation Insurance and Employer's Liability Insurance as required by the State of Arizona, for all employees engaged in any work performed for TOWN. Employer's Liability Insurance shall be in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.
- 1.7.2 Commercial General Liability. ENGINEER shall procure and maintain Commercial General Liability Insurance for bodily injury, personal injury, and broad form property damage, in an amount of not less than One Million Dollars (\$2,000,000) combined single limit and aggregate coverage per occurrence, including but not limited to endorsements for the following coverage's: Personal and advertising injury, Premises-operations, Products and completed operations, Blanket contractual, and Independent contractor's liability.
- 1.7.3 Automobile Liability Insurance. ENGINEER shall procure and maintain Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles used in connection with ENGINEER's business in an amount of not less than One Million Dollars (\$1,000,000) combined single limit coverage per occurrence.
- 1.7.4 Professional Liability Insurance. ENGINEER shall procure and maintain Professional Liability Insurance for protection against claims arising out of the performance of services under this AGREEMENT caused by negligent errors, omissions, or other acts for which ENGINEER, its employees, Subconsultants, and agents, are liable. Said insurance shall be written with limits of not less than One Million Dollars (\$1,000,000) per claim and in the aggregate. If said insurance is written on a "claims made" form, insurance shall be maintained and evidence of insurance must be provided for at least one (1) year after completion of the work under this AGREEMENT.
- 1.7.5 Subconsultants. ENGINEER shall require each Subconsultant to procure and maintain, during the life of its subcontract, similar insurance as stated herein. All insurance coverage for Subconsultants shall be subject to each of the requirements herein and contain the additional insured endorsement required of ENGINEER described with particularity herein.

1.7.6 Additional Insured Endorsement. The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provisions:

- a) The TOWN, its officers, officials, agents, and volunteers are to be covered as additional insured's as respects ENGINEER's work under this AGREEMENT and shall be added in the form of an endorsement to ENGINEER's insurance on Form CG 20 10 or blanket endorsement equivalent.
- b) All policies or certificates shall be endorsed to provide Thirty (30) days advance written notice of cancellation, non-renewal or reduction in coverage, mailed to the TOWN.

ENGINEER shall not commence work under this AGREEMENT until he has delivered to TOWN the Additional Insured Endorsements required herein.

1.8 **Non-Discrimination in Employment:** In the performance of work authorized under this AGREEMENT, ENGINEER shall not unlawfully discriminate against any qualified worker because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or age. ENGINEER shall, in all solicitations or advertisements for employees placed by or on behalf of the ENGINEER, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or age.

1.9 **Adherence to Applicable Disability Law:** ENGINEER shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.), California Government Code Sections 12920 et seq., and all related state and local laws.

1.10 **HIPAA Compliance:** ENGINEER shall adhere to Titles 9 and 22 and all other applicable Federal and State statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and shall make his best efforts to preserve data integrity and the confidentiality of protected health information.

1.11 **Safety Responsibilities:** ENGINEER shall adhere to all applicable requirements in performing work pursuant to this AGREEMENT. ENGINEER agrees that in the performance of work under this AGREEMENT, ENGINEER shall provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards.

1.12 Compliance with Federal and State Laws

- a) The ENGINEER understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 (the “Acts”), and hereby agrees to comply with all applicable provisions of the Acts in the performance of this Agreement.
- b) If this Agreement pertains to a contract for construction, the ENGINEER agrees to comply with the provisions of Arizona Revised Statutes (“A.R.S.”) 34-301 “Employment of Aliens on Public Works Prohibited” and A.R.S. 34-302 “Residence Requirements for Employees”.
- c) Under the provisions of A.R.S. 41-4401, the ENGINEER hereby warrants to the Town that the ENGINEER and each of its subconsultants will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and with A.R.S. 23-214(A) “Verification of Employment Eligibility” (hereafter referred to as “ENGINEER Immigration Warranty”).
- d) A breach of the ENGINEER Immigration Warranty shall constitute a material breach of this Agreement and shall subject the ENGINEER to penalties including termination of the Agreement at the sole discretion of the Town.
- e) Notwithstanding anything contained in this Agreement to the contrary, Town retains the legal right to inspect the immigration papers or other residency documents of the ENGINEER’s or Subconsultants’ employees who perform work under this Agreement, to ensure that the ENGINEER and Subconsultants are complying with the ENGINEER Immigration Warranty. ENGINEER agrees to assist the Town in regard to any such inspections.
- f) The Town may, in its sole discretion, conduct random verification of the employment records of the ENGINEER and any Subconsultants to ensure compliance with the ENGINEER Immigration Warranty. ENGINEER agrees to assist the Town, upon request, with regard to any random verification performed by the Town.
- g) Neither the ENGINEER nor any Subconsultant shall be deemed to have materially breached the ENGINEER Immigration Warranty if the ENGINEER or Subconsultant establishes that it has complied with the employment verification requirements of the federal Immigration and

Nationality Act, 8 U.S.C.A. 1324(a) and 8 U.S.C.A. 1324 (b) (1)(A), et seq., and the E-Verify requirements of A.R.S. 23-214(A).

h) ENGINEER agrees to include the provisions of this section in any contract the ENGINEER enters into with any and all of its Subconsultants who provide services under this Contract or any subcontract. "Services", as used herein, are defined as the furnishing of labor, time or effort in the State of Arizona by the ENGINEER or Subconsultant. "Services" also includes construction or maintenance of any structure, building, transportation facility or improvement of real property.

1.13 Conflict of Interest: ENGINEER hereby covenants that it has, at the time of the execution of this AGREEMENT, no interest, direct or indirect, and that it shall not acquire any interest in the future, direct, or indirect, which would conflict in any manner or degree or performance of services required to be performed under this AGREEMENT. ENGINEER further covenants that in the performance of this work, no person having such interest shall be employed.

SECTION 2 - OBLIGATIONS OF THE TOWN

2.1 Information: TOWN shall provide criteria and full information concerning TOWN's requirements for the work to be performed by the ENGINEER, including objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and budgetary limitations. Provide to ENGINEER information pertinent to the work to be performed by the ENGINEER including previous reports and any other existing data relative to the work to be performed by the ENGINEER. Give prompt written notice to ENGINEER whenever TOWN observes or otherwise becomes aware of any defect in the work of construction contractors.

2.2 Timely Review: Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, and render decisions pertaining thereto within a reasonable time, not to exceed thirty (30) days without mutual consent, so as not to delay the performance of services by ENGINEER.

2.3 Point of Contact: Designate, in writing, a person to act as TOWN's representative and primary point of contact with respect to the services rendered under this AGREEMENT.

2.4 Access: Make its facilities accessible to ENGINEER as required for ENGINEER's performance of its services and will provide labor and safety equipment consistent with TOWN's standard practices as required by ENGINEER for such access. TOWN will be responsible for all acts of TOWN's personnel or those operating under contract with the TOWN.

2.5 **Asbestos:** If asbestos or hazardous substances in any form are encountered or suspected, the ENGINEER will stop its own work in the affected portions of the PROJECT to permit testing and evaluation. If asbestos is suspected, the ENGINEER will, if requested, manage the asbestos remediation activities using a qualified subcontractor at an additional fee and contract terms to be negotiated. If hazardous substances other than asbestos are suspected, the ENGINEER, if requested, will conduct tests to determine the extent of the problem and will perform the necessary studies and recommend the necessary remedial measures at an additional fee and contract terms to be negotiated. To the maximum extent permitted by law, TOWN will indemnify ENGINEER and its officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation expenses arising out of or relating to the presence, discharge, release, or escape of hazardous substances, contaminants, or asbestos on or from the PROJECT.

Construction Contract Terms: TOWN agrees to include in all construction contracts the provisions of Paragraph 1.6, ENGINEER's Personnel at Construction Site, and provisions providing contractor indemnification of TOWN and ENGINEER for contractors' negligence.

2.6 **Insurance:** TOWN agrees to provide the following insurance coverage for the entire duration of the project:

2.6.1 Property insurance on all pre-existing physical facilities associated with the work to be performed by the ENGINEER.

2.6.2 A waiver of subrogation as to all TOWN-carried property damage insurance, during construction and thereafter, in favor of ENGINEER, its officers, employees, affiliates, and subconsultants.

2.6.3 A Builders Risk All Risk insurance policy for the full replacement value of all work including the value of all onsite TOWN-furnished equipment and/or materials associated with the ENGINEER's services. Such policy will include coverage for loss due to defects in materials and workmanship and errors in design, and will provide a waiver of subrogation as to the ENGINEER and the construction contractors (or TOWN), and their respective officers, employees, agents, affiliates and subconsultants.

SECTION 3 - PAYMENT

3.1 **Payment Terms:** Payment terms shall be agreed to, in writing, between TOWN and ENGINEER for each Authorization to perform work. Payment terms for a series of Authorizations may be entered into if so desired by both parties.

3.2 **Invoicing:** ENGINEER will, as appropriate, submit invoices to TOWN once per month, on or prior to the 10th day of that month.

3.3 **Payment of Invoices:** Following receipt of invoice from the ENGINEER, payment will be made by the TOWN to the ENGINEER within 30 days for the amount requested in the invoice, as approved by the TOWN.

SECTION 4 - TIME OF PERFORMANCE

4.1 **Time:** Time of Performance for services under this AGREEMENT shall be defined in each Authorization.

4.2 **Progress Reporting:** ENGINEER shall report its progress under this AGREEMENT upon request by TOWN. ENGINEER shall plan its performance of services to accomplish timely completion, and shall promptly notify TOWN of any anticipated delay that may affect ENGINEER's time of performance.

SECTION 5 - PERIOD OF SERVICE

5.1 **Term:** This AGREEMENT shall remain in effect until such time as TOWN no longer has need of ENGINEER's services, unless terminated earlier in accordance with Section 5.2.

5.2 **Termination:** This AGREEMENT may be terminated as follows:

5.2.1 By mutual consent of the parties; or

5.2.2 By TOWN upon 30 days written notice thereof to ENGINEER for any reason or for no reason at all; or

5.2.3 By ENGINEER upon 30 days written notice thereof to TOWN in the event that TOWN fails to perform its obligations under this AGREEMENT.

5.2.4 Should TOWN terminate this AGREEMENT for their convenience, TOWN shall pay ENGINEER for the services provided by the ENGINEER, as authorized by the TOWN up to the point of contract termination - as reasonable termination costs.

5.3 If the project is suspended by TOWN for more than 90 consecutive days, ENGINEER shall be compensated for services performed and accepted prior to notice of suspension. When the project is resumed, TOWN agrees to provide an equitable adjustment for ENGINEER's delay expenses and wage and salary increases caused by suspension.

SECTION 6 - LEGAL RELATIONSHIP

6.1 **Authorization to Proceed:** Execution of this AGREEMENT by TOWN will be authorization for ENGINEER to proceed with any requested work.

6.2 **Independent Contractor:** ENGINEER is for all purposes an independent contractor. In no event shall ENGINEER or any personnel retained by ENGINEER be deemed an agent or employee of TOWN or engaged by the TOWN for the account of or on behalf of TOWN. ENGINEER shall maintain

full control and responsibility of the means and methods of ENGINEER's services.

- 6.3 Assignment of Work:** This is a bilateral personal Services AGREEMENT. Neither party shall assign any of the duties or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. These conditions and the entire AGREEMENT are binding on the heirs, successors, and assigns of the parties hereto.
- 6.4 Reuse of PROJECT Documents:** All reports, drawings, specifications, documents, and other deliverables of ENGINEER, whether in hard copy or in electronic form, are instruments of service for this PROJECT, whether the PROJECT is completed or not. TOWN agrees to indemnify ENGINEER and ENGINEER's officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees arising out of or related to the unauthorized reuse, change or alteration of these PROJECT documents.
- 6.5 Indemnification:** ENGINEER agrees to indemnify, and hold harmless TOWN from any claims, damages, losses, and costs, including but not limited to, attorney's fees and litigation costs, arising out of claims to the extent caused in whole or in part by the negligent or intentional act, error or omission of ENGINEER, ENGINEER's employees, affiliated corporations, officers, and subcontractors. TOWN agrees to indemnify ENGINEER from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of TOWN, or its employees or contractors in connection with the PROJECT.
- 6.6 Consequential Damages:** To the maximum extent permitted by law, ENGINEER and ENGINEER's affiliated corporations, officers, employees, and subcontractors shall not be liable for TOWN's special, indirect, or consequential damages, whether such damages arise out of breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action. In order to protect ENGINEER against indirect liability or third-party proceedings, TOWN will indemnify ENGINEER for any such damages.
- 6.7 Force Majeure:** ENGINEER shall not be responsible for damages or delays in performance caused by force majeure, acts of God, or other events beyond its control.
- 6.8 Third Party Beneficiaries:** This AGREEMENT gives no rights or benefits to anyone other than TOWN and ENGINEER and has no third-party beneficiaries.

6.9 Dispute Resolution: The TOWN and ENGINEER will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options.

6.10 Severability and Survival:

6.10.1 If any of the Provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

6.10.2 Limitations of liability, indemnities, and other express representations shall survive termination of this AGREEMENT for any cause.

6.11 Intellectual Property: All of the work product of the ENGINEER in executing this PROJECT shall remain the property of ENGINEER. TOWN shall receive a perpetual, royalty-free, non-transferable, non-exclusive license to use the deliverables for the purpose for which they were intended. Any inventions, patents, copyrights, computer software, or other intellectual property developed during the course of, or as a result of, the PROJECT shall remain the property of the ENGINEER.

6.12 Entire Agreement: This AGREEMENT, including attachments incorporated herein by reference, represents the entire AGREEMENT and understanding between the parties and any negotiations, proposals or oral AGREEMENTs are integrated herein and are superseded by this written AGREEMENT. Any supplement or amendment to this AGREEMENT shall be in writing and signed by the parties.

SECTION 7 - GOVERNING LAW

7.1 This AGREEMENT is to be governed and construed in accordance with the laws of the State of Arizona. The venue of any legal dispute relating to this AGREEMENT or the services provided hereunder shall be Pinal County, Arizona.

IN WITNESS WHEREOF duly authorized representatives of the parties have signed this AGREEMENT with the effective date, the year and day first written above.

Town of Florence

By:

Charles A. Montoya, Town Manager

775 N. Main Street
Florence, AZ 85132
(520) 868-7500

Sunrise Engineering, INC.

By:



Geoffrey S. Child, P.E.- Principal

2152 South Vineyard, Suite 123
Mesa, Arizona 85210
(480) 768-8600

[87-0395347](#)

Employer I.D. No.

Approved as to Form

By:

James Mannato, Town Attorney

Date: January 10, 2014

To: John Mitchell, P.E. - Public Utilities Director
Town of Florence
Public Utilities Department
425 E. Ruggles
Florence, AZ 85232
Phone 520.868.8325
Email john.mitchell@florenceaz.gov

Subject: **Downtown Waterline Replacement – South on Bailey St from Ruggles St to Butte Ave (SR-79) then west to Granite St then Northward to 10th St**

Dear Mr. Mitchell,

Sunrise Engineering, Inc. (SEI) is pleased to submit the following proposal to the Town of Florence (Client), to provide Engineering Services for the Downtown Waterline Replacement – South on Bailey St from Ruggles St to Butte Ave (SR-79) then west to Granite St then Northward to 10th St. SEI agrees, upon receipt of your acceptance to this agreement, to perform the following identified services in accordance with the terms and conditions contained herein.

Scope of Services

The scope of services for this project includes approximately 2,700 linear feet of 12-inch waterline replacement in Downtown Florence. The scope of work is limited to the project limits: south on Bailey St from Ruggles St to Butte Ave (SR-79) then west to Granite St then northward to 10th St as shown in Attachment A.

The engineering scope will include providing topographic surveying, design/construction documents, bidding assistance and construction administration as further described in the sections below:

Phase 0001 – Design/Construction Documents

Task 001 Project Management, Meetings & Coordination: This task includes the overall project management, administration, milestone meetings and coordination of the project. Meetings will include an initial kick-off meeting (1) and review/comment resolution meetings following 30%, 90% and 100% (Final) submittals, for a total of three (3) review meetings with Town staff (4 meetings total). One of these meetings may include a field walk with the Town.

Task 002 Topographic Surveying & Base-mapping: SEI will perform a field survey within the project area to establish project control, verify benchmarks, verify sewer inverts, verify information provided by the Town, collect supplemental ground shots and collect visible property information.

SEI will prepare a base-map of the project area using aerial photography & digitized mapping, collected field survey data, recorded plat maps, as-builts and utility information. This base map will show existing property lines, rights-of-way, utilities and existing surface improvements. Property lines and right-of-way shall be based on publicly available information, GIS, and recorded documents.

Task 003 Construction Drawings: SEI will design and prepare construction documents. The design will be submitted and reviewed at three (3) stages: 30%, 90% and 100% (Final). Plans may be prepared on 22" x 34" or 24" x 36". These plans are anticipated to include:

1. Cover Sheet (Town of Florence standard format)
2. Legend, Index & Notes
3. Horizontal Control Plan
4. Existing Topo/Demolition
5. Water Plan/Profile Sheets @ 1"=20' horizontal scale and 1"=2' vertical scale
6. Detail Sheets

All plan submittals will consist of two (2) hard-copy (bond) plan sets and one digital plan set (PDF format), except for the 100% (Final) submittal which will consist of one (1) set of mylars and PDF.

The 30% Plans Submittal will include plan and profile sheets (no profile included until 90% Plans) showing topographic survey, existing utilities, potential obstructions and a proposed waterline alignment.

Task 004 Utility Coordination: This task will include researching public and private utilities and submitting plans to utility providers for conflict review after 30% plans are prepared. Coordination will occur between 30% and 90% submittals. The Town will provide utility maps of the Town's utilities and SEI will obtain private utility maps through request letters.

Task 005 Permitting Coordination (ATC): SEI will prepare, submit and process applications and plans for review and approval to the following agencies/jurisdictions having authority within/for the proposed waterline replacement:

- a. Town of Florence
- b. ADEQ (Arizona Department of Environmental Quality) – preparing and submitting an Approval to Construct (ATC) application
- c. ADOT (Arizona Department of Transportation) – preparing and submitting ADOT highway encroachment permit application

Task 006 Technical Specifications: This task includes preparing Technical Specifications for the 90% and 100% (Final) submittals. These specifications will be included in the Bid Documents.

Task 007 Bid Documents: SEI will prepare Town's Bid Documents for this project. This will include: General Conditions, Instructions to Bidders, Contract Form, Bond Forms, etc.

Task 008 Cost Estimates: This task includes preparing an Engineer's Preliminary Opinion of Probable Costs for the 30%, 90% and 100% (Final) submittals.

Task 009 QA/QC: This task will be for quality control. At SEI we have a company-wide Quality Control Plan for all deliverables. Our QC Plan requires the checking and reviewing of all documents and supporting data in their final format before they are submitted to the Client. The construction documents will be reviewed by a qualified individual other than the originator to ensure a high level of quality to ensure that the plans are accurate, concise and clearly convey the intent to the contractor(s).

Task 0010 Bidding Services: SEI will attend the Pre-Bid Conference/Meeting and answer questions from prospective bidders and prepare addenda if necessary.

Task 0011 Construction Staking: SEI will provide construction staking per the following:

- a. Verify and Establish Control - SEI will locate existing control and verify published positions. Establish additional control points and benchmarks as needed to provide control for the project.
- b. Waterline Staking - SEI will stake the waterline, valves, tees, crosses, fire hydrants and other appurtenances with offsets at 100' intervals and angle points, with double offsets at fire hydrants and with grades to invert of waterline.
- c. A minimum of one (1) full business day advance notice to schedule a survey crew is required. We prefer that all Staking Requests be submitted by fax or e-mail. SEI Survey Request Forms are available.
- d. This Agreement is based on setting the stakes one time. At the time of the staking request the site conditions must allow for access to the work area and that the work area is prepared in a manner to allow the staking operation to be performed in a productive manner. Re-staking or additional staking services requested will be billed on a time and materials basis.
- e. Any questions raised relative to the accuracy of the construction stakes will not be considered unless all original survey stakes in question remain in place and undisturbed. Should such stakes in question not be present and verified as to their origin and original condition in the surveyor's opinion, no claim for additional compensation or correction can be made.

Task 0012 Engineer of Record/Record Drawings & Approval of Construction/Engineer's Certificate of Completion (AOC/ECC): SEI will provide contract record drawings at the conclusion of the construction. Services will include:

- a. SEI will perform construction observation per Task 013 below, required to submit the AOC/ECC. If the Town elects to perform its own observations then the Town's inspector shall coordinate and provide documentation (inspection reports, photos, etc.) to SEI. At a minimum SEI shall visit the

- project two (2) times during construction.
- b. Preparation of Record Drawings based on changes/redlines provided by the Contractor and/or Client. SEI will note obvious discrepancies of which they have actual knowledge or have detected by exercising usual and customary professional skill and care. Obvious discrepancies will be verified by site visit(s) of an SEI Engineer or someone under his or her direct supervision. This information will be shown with handwritten changes on a clean set of plans.
 - c. Show revisions/modifications occurring during the course of construction on the design/bid plans.
 - d. Provide the Town with contract record drawing hard copies.
 - e. Submit application for Approval of Construction (AOC)/ Engineer's Certificate of Completion (ECC) to ADEQ.

Task 0013 Construction Observation (OPTIONAL TASK): Provide construction observation and meetings with the client and contractor during the construction of this Phase which includes:

- a. The construction for this portion of the project is anticipated to last 8 consecutive weeks (60 Calendar Days; 4 hours per day for 45 Working Days).
- b. A budget for this scope has been established to include part-time construction observation of the work for the duration of the construction.
- c. Observe and verify construction/installation substantial conformance with the construction documents (plans and specifications).
- d. Provide written documentation of field observations to Town and Contractor, and verify correction of deficiencies as noted.
- e. Attend weekly construction coordination meeting during the duration of construction.

Phase 0002 Allowances

Task 001 Utility Potholing: After the Town's and other utility provider's comments from the 30% plans submittal are received by SEI, utility potholing will be performed by a subcontractor of SEI. SEI will prepare a pothole request order (exhibit and list for needed pothole locations) and coordinate with the subcontractor and the Town. Blue Stake will be called in prior to any potholing. After the utility potholing information is received it will be incorporated into the 90% plan submittal. Ten (10) utility potholes have been budgeted for this task allowance. Only minor traffic control is anticipated as being necessary, such as traffic cones and a truck mounted message board provided by subcontractor. All permitting expenses will be the responsibility of the Town.

Task 002 Easement Legal Descriptions & Exhibits: If necessary, SEI will prepare legal descriptions and exhibits for the project. Each combination of an easement legal description and exhibit will be done at a \$500 per each basis. A total of four (4) legals/exhibits have been budgeted for this task. If more than four (4) become necessary they will be done at the contracted rate of \$500 each. This task does not

include obtaining easement signatures or recording with the county.

Task 003 Plans Reproduction Costs (Mylars): This allowance will be for reproductions costs of plans and other documents, including the final mylars.

Task 004 Additional Post Design Services/Construction Administration: This allowance will be for additional post design services if required and requested by the Town. Such tasks may include the following:

- a. Review and approve/disapprove contractor submittals for the proposed equipment for adherence to the plans and specifications.
- b. Written response to contractor RFP's during the course of construction.
- c. Review and provide recommendations to contractor requested change orders during the construction of the project.

Task 005 Construction Surveying to Shoot Found Utilities (4 Contingency Trips): SEI will survey/shoot underground utilities that are found during construction, for as-built data. The Contractor will be required to notify SEI when these utilities are ready to be surveyed and shall provide sufficient time for the SEI Survey Crew to be scheduled and obtain said as-built data. SEI will not accept responsibility for missing as-built data that have been backfilled by the contractor prior to field verification of said utilities by SEI. A total of four (4) trips have been budgeted for this task.

Scope of Work Conditions and Exclusions

- A. Any items not specifically included within the scope of this proposal are excluded. If additional items are added to the contract, they will be performed in accordance with rates & fees shown in Attachment C.
- B. The Town of Florence shall be responsible for providing the following:
 - a. record drawings/as-builts
 - b. town quarter section utility maps and electronic GIS map files
 - c. if an easement or right-of-way take is required then the Town will do the title search and the preparation of legal descriptions and exhibits will be done as described in Task 002 of Phase 0002 above.
- C. Plans will be prepared in AutoCAD format and stationing will be from south to north and west to east.
- D. New waterlines will be Class 52 Ductile Iron Pipe encased in polyethylene wrap or as directed by the Town.
- E. Hydrants and valves will be per Town of Florence Standards, approximately 500-foot intervals.
- F. Plans shall be prepared in accordance with MAG (Maricopa Association of Governments) Standards and Specifications supplemented by Town of Florence Standards.
- G. Time and Materials tasks will be performed in accordance with rates & fees shown in Attachment C.
- H. Contract is subject to Terms and Conditions attached.
- I. Acquisition of easement/right-of-way signatures from individual property owners is not included & will be performed by others.

- J. ALTA surveys and title reports are excluded, but can be provided by future contract amendment.
- K. Environmental reports, biological reports, traffic studies and 404 permitting are not included in the scope of work.
- L. Design of gas, electric, telephone or cable TV facilities or relocations are excluded.
- M. Review, processing, permitting fees and all other fees are excluded.
- N. A SWPPP (Storm Water Pollution Prevention Plan) and NOI application to ADEQ is excluded, but can be provided by future contract amendment. Not anticipated to be necessary until time of construction and can be provided by contractor.
- O. Reproduction costs for plans, exhibits, reports, etc. will be billed as a reimbursable expense or on a Time and Materials basis depending on method of execution.
- P. It is assumed that it will not require more than two (2) reviews to obtain approvals from the reviewing agency. Any reviews beyond two (2), that are out of SEI control (i.e. changing of agency reviewer/staff resulting in new comments) will be done on a Time & Materials basis or contract amendment.

Fees

The fees for this scope of work are summarized in the Fees Summary Table below and the breakdown is available in Attachment B – Man-hour Estimate. The Design Phase (0001) will be performed on a Lump Sum basis. Allowances for Construction/Post-Design Services, etc. Phase (0002) will be performed on a Time and Materials (T&M) basis per Attachment C – Hourly Rates

Schedule

See Attachment D – Proposed Schedule



Fees Summary Table

Cost Summary				
Phase	Task	Work Task Description	(\$)	*Fee Type
0001		Design/Construction Documents		Lump Sum
	001	Project Management, Meetings & Coordination	\$4,536	
	002	Topographic Surveying & Base-mapping	\$7,500	
	003	Construction Drawings		
	-	30% Plans	\$2,858	
	-	90% Plans	\$8,590	
	-	100% (Final) Plans	\$4,174	
	004	Utility Coordination	\$3,260	
	005	Permitting Coordination (ATC)	\$4,912	
	006	Technical Specifications		
	-	90% Specifications	\$2,252	
	-	100% (Final) Specifications	\$1,316	
	007	Bid Documents	\$2,252	
	008	Cost Estimates		
	-	30% Estimate	\$1,292	
	-	90% Estimate	\$1,672	
	-	100% (Final) Estimate	\$1,292	
	009	QA/QC	\$1,628	
	010	Bidding Services	\$1,114	
	011	Construction Staking	\$4,200	
	012	Engineer of Record/Record Drawings & Approval of Construction/Engineer's Certificate of Completion (AOC/ECC)	\$4,600	
	013	Construction Observation (OPTIONAL TASK)	\$18,900	
		Subtotal	\$76,348	Lump Sum
0002		Allowances		T&M NTE
	001	Utility Potholing	\$9,750	
	002	Easement Legal Descriptions & Exhibits	\$2,000	
	003	Plans Reproduction Costs (Mylars)	\$500	
	004	Additional Post Design Services (if required)	\$1,250	
	005	Construction Surveying to Shoot Found Utilities (4 Contingency Trips)	\$3,800	
		Subtotal	\$17,300	T&M NTE
		Lump Sum Total	\$76,348	
		**Total T&M Not to Exceed (Budgeted)	\$17,300	
		Total	\$93,648	

*Lump Sum = Fixed Fee; T&M = Time & Materials; NTE = Not to Exceed

**T&M (Time and Materials) Not to Exceed is a budgeted amount that will not be exceeded without Client approval and does not guarantee the tasks will be completed within this amount.



Client will be billed monthly based on the percentage of work completed for each task. We will invoice you at the beginning of each month for services performed during the previous month. Payment is due thirty days from the date of the invoice.

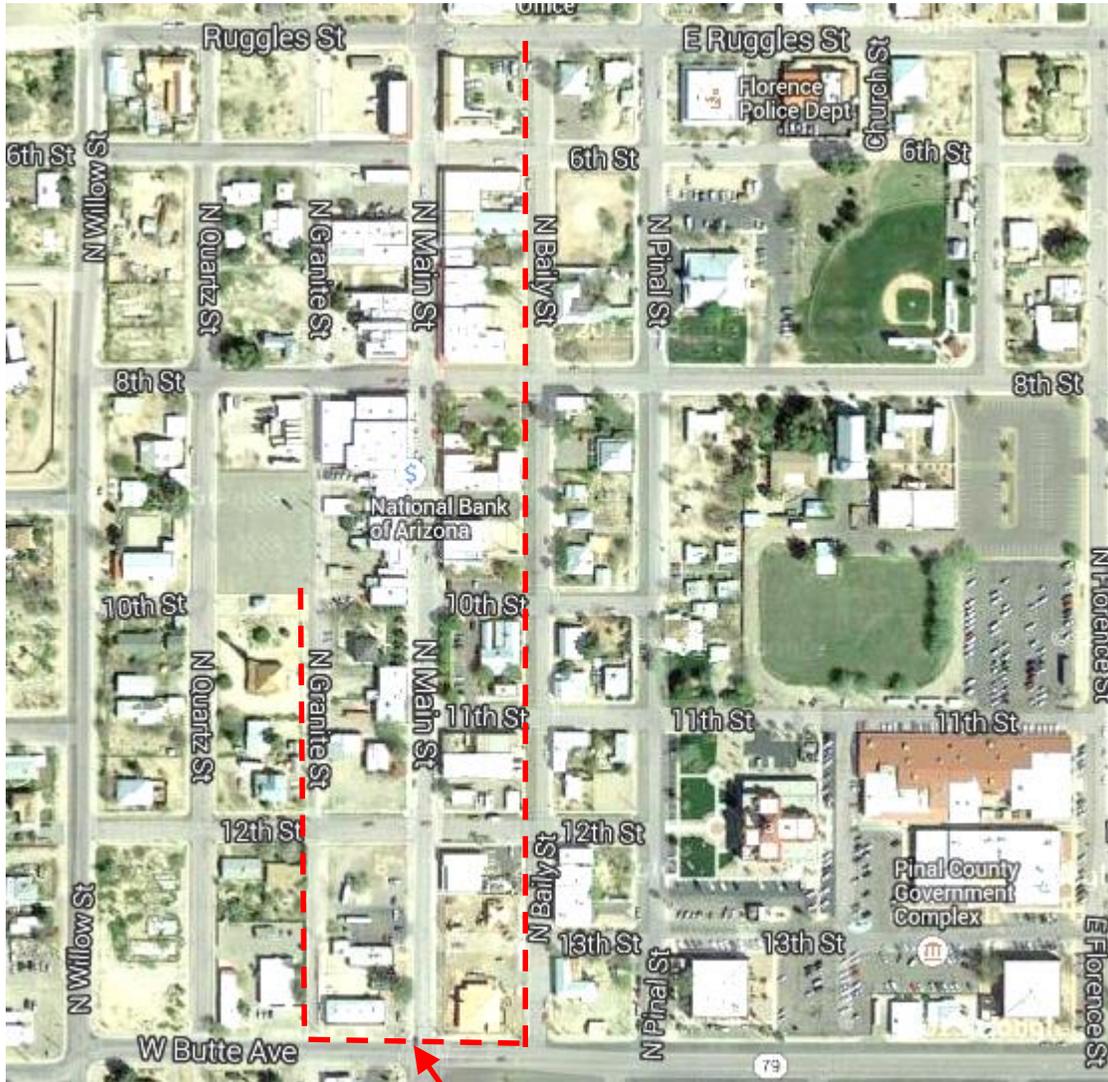
If you have any questions regarding this proposal please contact me at (480) 768-8600. We look forward to working with you.

Sincerely,
SUNRISE ENGINEERING, INC.

A handwritten signature in blue ink that reads "Geoffrey S. Child".

Geoffrey S. Child, P.E.
Principal

Attachment A – Project Limits



Waterline Replacement Limits



Attachment B – Man-hour Estimate

Town of Florence - Project No. _____
 Bailey St.-Butte Ave.-Granite St. Waterline Replacement

(PM)

Phase	Task	Work Task Description	Principal Engineer	Engineer V	Engineer IV	Engineer (E.I.T.) II	Engineering Tech IV	CAD Technician IV	Admin III	Direct Costs	(hours)	(\$)
0001		Design/Construction Documents										
	001	Project Management, Meetings & Coordination			20	16			4		40	\$4,536
	002	Topographic Surveying & Base-mapping								\$7,500	40	\$7,500
	003	Construction Draw ings										
	-	30% Plans			4	8		16	2		30	\$2,858
	-	90% Plans			8	40		40	2		90	\$8,590
	-	100% (Final) Plans			8	16		16	2		42	\$4,174
	004	Utility Coordination			4	16		8	8		36	\$3,260
	005	Permitting Coordination (ATC)			8	40					48	\$4,912
	006	Technical Specifications										
	-	90% Specifications			8	12					20	\$2,252
	-	100% (Final) Specifications			4	8					12	\$1,316
	007	Bid Documents			8	12					20	\$2,252
	008	Cost Estimates										
	-	30% Estimate			4	4		4			12	\$1,292
	-	90% Estimate			4	8		4			16	\$1,672
	-	100% (Final) Estimate			4	4		4			12	\$1,292
	009	QA/QC		8				4			12	\$1,628
	010	Bidding Services			4	4		2			10	\$1,114
	011	Construction Staking								\$4,200	50	\$4,200
	012	Engineer of Record/Record Draw ings & Approval of Construction/Engineer's Certificate of Completion (AOC/ECC)			20	16		2	2	\$4	44	\$4,600
	013	Construction Observation (OPTIONAL TASK)					180				180	\$18,900
											Subtotal	\$76,348
0002		Allowances										
	001	Utility Potholing			6	16		4		\$7,040	26	\$9,750
	002	Easement Legal Descriptions & Exhibits								\$2,000		\$2,000
	003	Plans Reproduction Costs (Mylars)								\$500		\$500
	004	Additional Post Design Services (if required)								\$1,250		\$1,250
	005	Construction Surveying to Shoot Found Utilities (4 Contingency Trips)								\$3,800	45	\$3,800
											Subtotal	\$17,300
Sub-total Hours/Miles/Days			0	8	114	220	180	104	20		785	\$93,648
Hourly Billing Rate			\$189.00	\$159.00	\$139.00	\$95.00	\$105.00	\$89.00	\$59.00			
Total Dollars			\$0	\$1,272	\$15,846	\$20,900	\$18,900	\$9,256	\$1,180	\$26,294	SUBTOTAL	\$93,648
TOTAL											\$93,648	



Attachment C – Hourly Rates

SUNRISE ENGINEERING, INC.

Arizona Offices 2013 Fee Schedule

<u>CODE</u>	<u>CLASSIFICATION</u>	<u>RATE</u>		<u>CODE</u>	<u>CLASSIFICATION</u>	<u>RATE</u>
101	Engineer (E.I.T.) I	\$85	<i>per hour</i>	051	Administrative I	\$40
102	Engineer (E.I.T.) II	\$95		052	Administrative II	\$49
103	Engineer III	\$119		053	Administrative III	\$59
104	Engineer IV	\$139				
105	Engineer V	\$159		922	Survey Tech	\$60
110	Principal Engineer	\$189		930	Survey CAD Tech	\$90
711	Project Manager I	\$110		935	Survey Crew Chief	\$110
712	Project Manager II	\$150		940	Survey Manager	\$115
301	Engineering Tech I	\$69		945	Registered Surveyor	\$125
302	Engineering Tech II	\$79		950	Principal Surveyor	\$160
303	Engineering Tech III	\$95				
304	Engineering Tech IV	\$105				
401	CAD Technician I	\$59				
402	CAD Technician II	\$69				
403	CAD Technician III	\$79				
404	CAD Technician IV	\$89				

Subconsultants and other direct expenses as incurred



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 8b.

MEETING DATE: January 21, 2014

DEPARTMENT: Utilities Department

STAFF PRESENTER: John V. Mitchell, Utilities Director

SUBJECT: Approval of Task Order No. 3 with Water Works Engineers, LLC, for Bidding and Construction Administrative Services for Well 3B

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

RECOMMENDED MOTION/ACTION:

Motion to approve Task Order No. 3 with Water Works Engineers, LLC for bidding and construction administrative services for Well 3B.

BACKGROUND/DISCUSSION:

In October 2013, Council approved a professional services agreement with Water Works Engineers, LLC, (Engineer) in order to capture various tasks currently being performed by Engineer. Staff informed Council that each task would be covered in separate task orders.

Task Order No. 3 is one of the tasks currently being performed by the Engineer. The task order includes bidding and construction management services for Well 3B.

Well 3B has been designed to replace the old Well 3 which is no longer in service. Well 3B will provide a reliable source of water and will alleviate substandard conditions and deficiencies. The Town has received approval for its construction from ADEQ. The approval from ADEQ is valid until July 2014. If construction is not started by July 2014, ADEQ may require that a new approval be pursued by the Town.

The time of performance for completion of this project is within the current fiscal year.

FINANCIAL IMPACT:

The CIP identifies that \$1,150,000 is available for this project. The current obligation for Task Order No. 3 is \$93,500.

STAFF RECOMMENDATION:

Staff recommends approval of Task Order No.3 with Water Works Engineers, LLC.

Subject: Task Order No. 3 with Water Works Engineers, LLC

Meeting date: January 21, 2014

ATTACHMENTS:

Task Order No. 3

TOWN OF FLORENCE
 Task Order No. 3
 Well 3B
 Bidding and Construction Administration Services

This Task Order No. 3 is issued by THE TOWN OF FLORENCE and accepted by WATER WORKS ENGINEERS, LLC pursuant to the mutual promises, covenants and conditions contained in the Agreement between the above named parties dated the 7st day of October 2013.

SCOPE OF SERVICES

Water Works Engineers will provide engineering services for the Town of Florence Utility Department for bidding and construction administration for Well 3B.

The design has been completed and the permits obtained from ADEQ. The project will include the following elements:

- Construction of a well 3B pump with discharge piping to the existing on-site 0.5 MG storage tank,
- Connection modifications to the storage tank and tank overflow,
- Construction of a liquid chlorine feed system, and,
- Construction of a new booster station

Water Works Engineers scope of work includes the following tasks:

Task Series 1000	Project Management
Task Series 2000	Bidding Phase
Task 2100	Develop Front End Documents
Task 2200	Attend Pre-Bid Meeting
Task 2300	Answer Questions and Develop Addenda
Task 2400	Develop Conformed Documents
Task Series 3000	Engineering Services During Construction
Task 3100	Engineering Support (RFIs/RFCs)
Task 3200	Shop Drawings Reviews
Task 3300	Site Visits
Task 3400	As-Builts and Permitting
Task Series 4000	Field Services
Task 4100	Inspections
Task 4200	Coordination w Contractor/Progress Meetings
Task 4300	Issue Resolutions
Task Series 5000	Startup and Commissioning

The fee associated with the tasks is as follows:

Project	Engineering – Design & Bidding	Engineering – CM & Inspection	Total
Well 3B	\$12,500	\$81,000	\$93,500
		Total Fee	\$93,000

SCHEDULE

Time of performance for services for completion of the project is Fiscal Year 2013 – 2014.

PAYMENT

The payment terms will be in compliance with the Master Agreement between the Owner and Engineer.

EFFECTIVE DATE

IN WITNESS WHEREFORE, duly authorized representatives of the parties have executed this Task Order with the effective date of January ____, 2014.

Town of Florence

Water Works Engineers, LLC

By: _____
John V. Mitchell, Utilities Director Date

By: _____
John Matta, Principal Date

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8c.
MEETING DATE: January 21, 2014 DEPARTMENT: Administration STAFF PRESENTER: Lisa Garcia, Deputy Town Manager/ Town Clerk SUBJECT: Assumption of Blessed Virgin Mary Catholic Church Special Event Liquor License		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Ratification of the Assumption of Blessed Virgin Mary Catholic Church’s application for a Special Event Liquor License for the Assumption Parish Festival, on Saturday, February 8, 2014.

BACKGROUND/DISCUSSION:

The Assumption of Blessed Virgin Mary Catholic Church submitted a request for a Special Event License to hold the Assumption Parish Festival with alcohol. Staff processed the late application in order for the Assumption of Blessed Virgin Mary Catholic Church to be able to receive their liquor license in time for the event. Town Code requires Council approval so this item is for a ratification of staff’s actions.

The purpose of a Special Event License is to allow charitable, civic, fraternal, political, or religious organizations to sell and serve spirituous liquor for consumption as a fundraiser. Special event licenses may be issued for no more than a cumulative total of ten (10) days in a calendar year. The fee for a Special Event License is \$25 per day, payable to the Arizona Department of Liquor License and Control.

FINANCIAL IMPACT:

None

STAFF RECOMMENDATION:

Staff recommends the Council ratify the recommendation of approval.

ATTACHMENTS:

Application



ADDENDUM

F

SPECIAL EVENT
LIQUOR LICENSE APPLICATION
(STATE)

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
 YES NO (attach explanation if yes)

11. This organization has been issued a special event license for 1 days this year, including this event
(not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? YES NO
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
**THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL
EVENT LIQUOR SALES.**

Name ASSUMPTION OF BVM CHURCH 100%
Percentage

Address _____

Name _____
Percentage

Address _____

(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have any questions regarding the law or this application, please contact the Arizona State Department of Liquor Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

15. What security and control measures will you take to prevent violations of state liquor laws at this event?
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

1 # Police Fencing
 # Security personnel Barriers

ORANGE NYLON FENCING
TOWN OF FLORENCE POLICE OFFICER

16. Is there an existing liquor license at the location where the special event is being held? YES NO
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use? YES NO
(ATTACH COPY OF AGREEMENT)

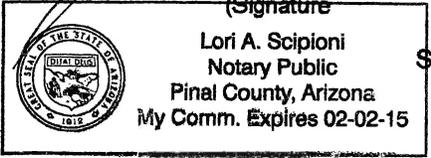
Name of Business () Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1

18. I, JOHN V. VALERI, D.D.S. declare that I am an Officer/Director/Chairperson appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X [Signature] OFFICER 12-23-13 (520) 509-6541
 (Signature) (Title/Position) (Date) (Phone #)



State of Arizona County of Pinal

The foregoing instrument was acknowledged before me this 23 December 2013
 Day Month Year

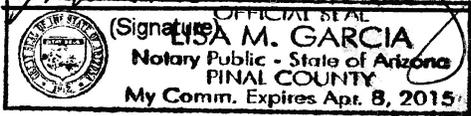
My Commission expires on: 2/2/15
 (Date)

[Signature]
 (Signature of NOTARY PUBLIC)

THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6

19. I, MARSHA A. DAY declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X [Signature]
 (Signature)



State of Arizona County of Pinal

The foregoing instrument was acknowledged before me this 6th November 2014
 Day Month Year

My commission expires on: _____
 (Date)

[Signature]
 (Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County MUST recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ hereby recommend this special event application
 (Government Official) (Title)
 on behalf of _____
 (City, Town or County) (Signature of OFFICIAL) (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

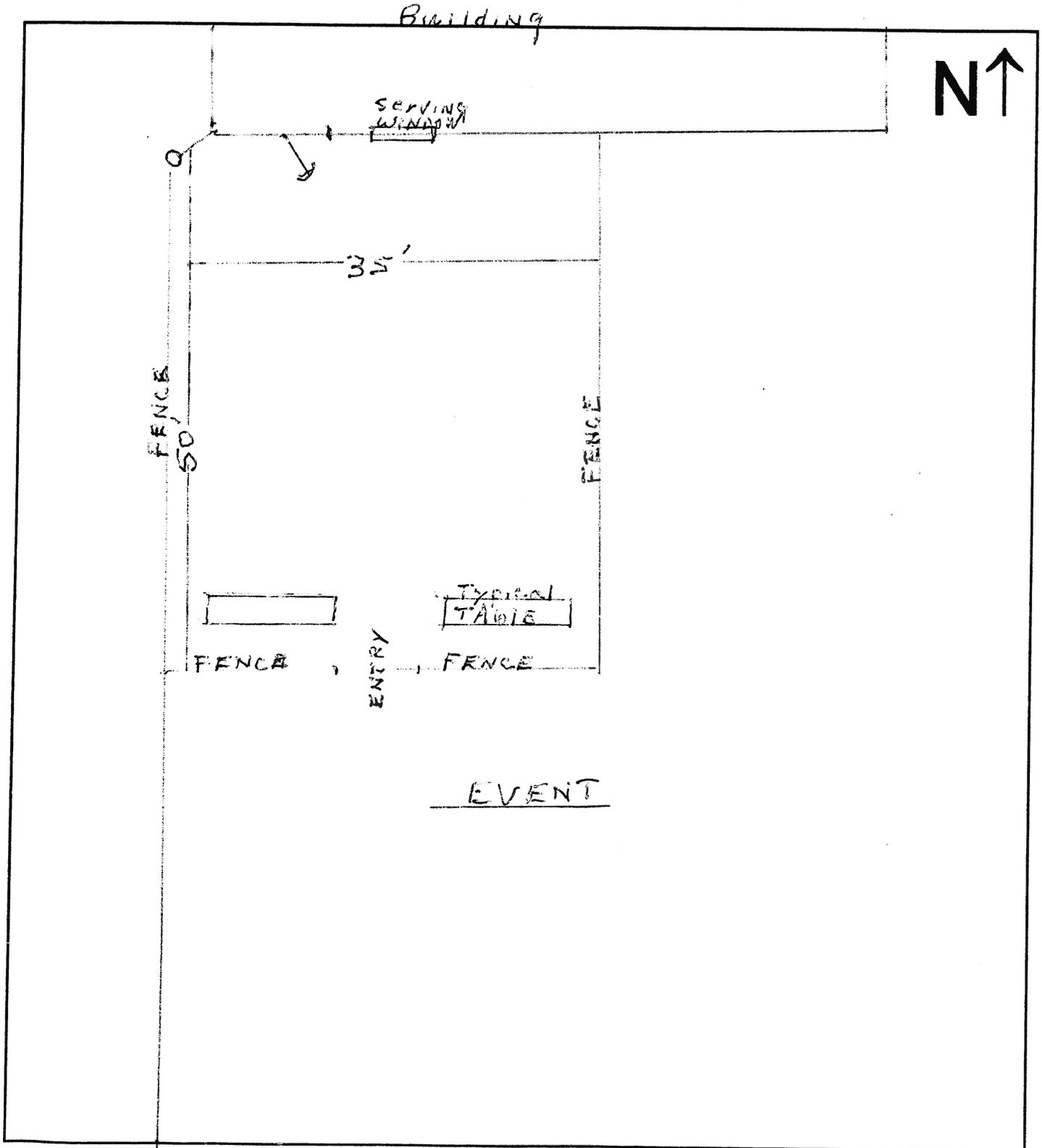
 _____ (Employee) _____ (Date)

APPROVED DISAPPROVED BY: _____

 _____ (Title) _____ (Date)

SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram must be completed with this application)

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



SERIES: 15 SPECIAL EVENT LICENSE (Temporary)

**Non-transferable
On-sale retail privileges**

PURPOSE:

Allows a charitable, civic, fraternal, political or religious organization to sell and serve spirituous liquor for consumption only on the premises where the spirituous liquor is sold, and only for the period authorized on the license. This is a temporary license.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:

The applicant for a special event license must request a special event application from the Department and file the application with the governing body of the city or town, or Board of Supervisors of an unincorporated area of a county (where the special event is to take place) for approval or disapproval. Some local governing bodies may require approximately 60 days prior notice.

If the application is approved by the local authority, and the event meets the requirements for granting the license, the Director will issue a special event license to the qualifying organization.

Qualifying organizations will be granted a special event license for no more than ten (10) days in a calendar year. Events must be held on consecutive days and at the same location or additional licenses will be required. The license is automatically terminated upon closing of the last day of the event or the expiration of the license, whichever occurs first.

The qualified organization must receive at least twenty-five percent (25 %) of the gross revenues of the special event liquor sales.

A person selling spirituous liquor under a special event license must purchase the spirituous liquor from the holder of a license authorized to sell off-sale; *except that*, in the case of a non-profit organization which has obtained a special event license for the purpose of charitable fund raising activities, a person may receive the spirituous liquor from a wholesaler as a donation.

AVERAGE APPROVAL TIME: One (1) to seven (7) days.

PERIOD OF ISSUANCE:

Issued for no more than a cumulative total of ten (10) days in a calendar year. A special event may be held for more than one (1) day, but it must be held on consecutive days and at the same location or additional licenses will be required.

FEES: \$25.00 per day.

ARIZONA STATUTES AND REGULATIONS:

ARS 4-203.02, 4-244, 4-261; Rule R19-1-228, R19-1-235, R19-1-309.

Disabled individuals requiring special accommodations please call (602) 542-9027

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8d.
MEETING DATE: January 21 ,2014 DEPARTMENT: Community Development STAFF PRESENTER: Mark Eckhoff, AICP Community Development Director SUBJECT: 2014 General Plan Amendment Application and Hearing Schedule		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1 st Reading <input type="checkbox"/> 2 nd Reading <input checked="" type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Motion to approve the Town of Florence 2014 General Plan Amendment application and hearing schedule.

BACKGROUND/DISCUSSION:

The Town Code does not specifically address the application process for General Plan Amendments; however, the Town’s 2020 General Plan does define Minor and Major Amendments to the General Plan, and thus, an application process with hearing dates is required to process such applications. An application has been created to define the process for General Plan Amendments and to set forth the 2014 schedule for such applications.

Adoption of the General Plan Amendment application will set forth an official process for hearing 2014 General Plan Amendments. Of particular importance is the process and schedule for Major General Plan Amendments, which can only be heard once a year. The Town Council will note that the Planning and Zoning Commission will have two meetings, each in a different location, to hear Major General Plan Amendments. One of the Commission’s two hearings will be at the Sun City Anthem at Merrill Ranch Union Center. The State of Arizona requires an increased level of public participation for Major General Plan Amendments and holding a meeting in Anthem at Merrill Ranch provides the opportunity to have a public hearing outside of the Town core.

FINANCIAL IMPACT:

The Town pays a nominal fee to utilize the meeting space at the Sun City Anthem at Merrill Ranch Union Center, which is included in the Community Development budget for 2014; the fee is \$250.

RECOMMENDATION:

Motion to approve the Town of Florence 2014 General Plan Amendment application and hearing schedule.

ATTACHMENT:

Town of Florence 2014 General Plan Amendment application and hearing schedule.

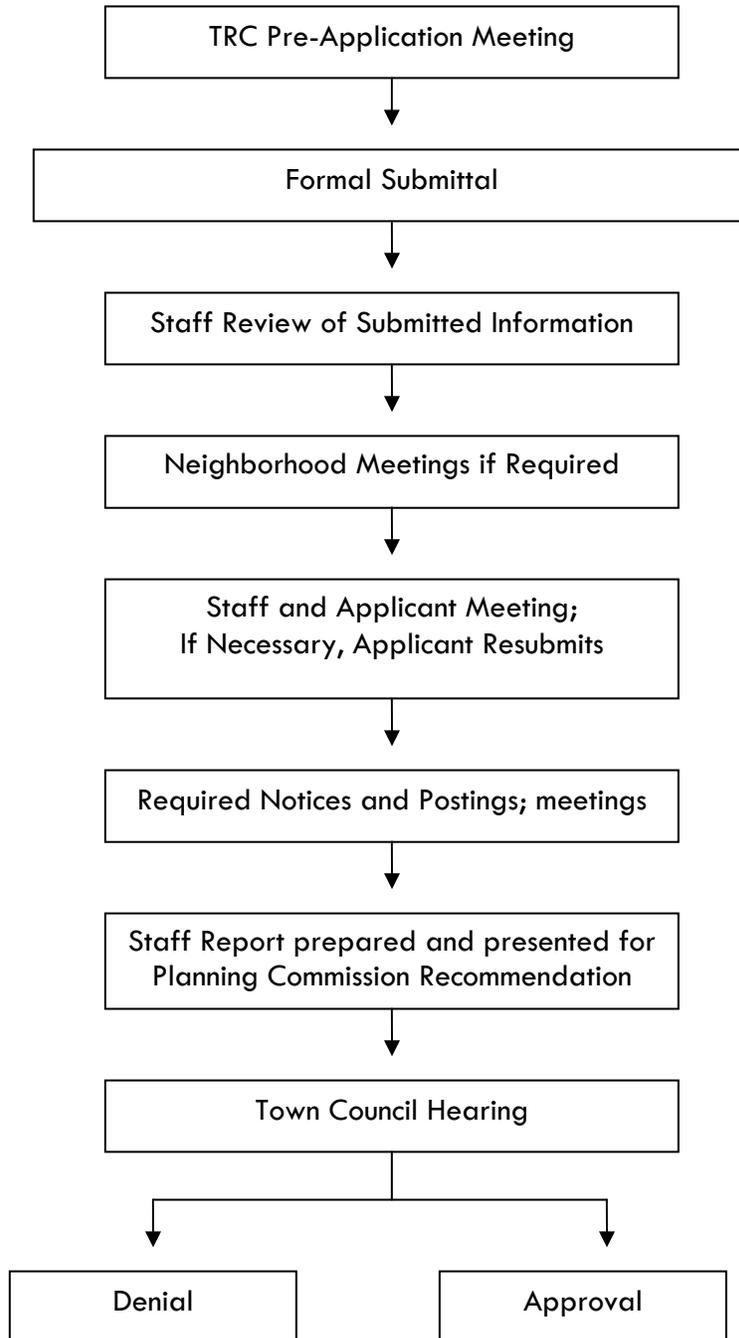


TOWN OF FLORENCE

GENERAL PLAN AMENDMENT PROCESS Application & Checklist

Community Development Department
P.O. Box 2670
600 North Main Street
Florence, Arizona 85132
(520) 868-7575
www.florenceaz.gov

TYPICAL GENERAL PLAN AMENDMENT PROCESS



GENERAL PLAN AMENDMENT APPLICATION PROCEDURES

The following information is provided to assist in the preparation and submittal of an application for a General Plan map or text amendment for property within the Town of Florence.

It is important to note that since an amendment may affect the entire community, adjacent jurisdictions, schools and public utilities, the analysis of a General Plan Amendment request must be comprehensive in nature and address all potential impacts.

1. **Pre-Application Review Process** – Prior to filing an application for a General Plan Amendment, the applicant must participate in a Pre-Application review meeting with the Community Development Department and Technical Review Committee (TRC).
2. **Application Filing** – For an application to be accepted, the applicant must provide all of the required information described on the submittal checklist at the time of formal submittal. Ensuring the accuracy of the request is the responsibility of the applicant. Applications will not be accepted or processed without an adequate description of the "Request" being submitted. Incomplete applications will not be accepted.
 - a. **Major Amendments** – Applications for Major Amendments to the General Plan will be considered once a year. The Florence 2020 General Plan defines what constitutes a Major Amendment. Submittals are accepted based on the schedule provided in this application.
 - b. **Minor Amendments** – Minor General Plan Amendments include any change to the 2020 General Plan not defined as a Major Amendment. Applications may be filed at any time during the year per the schedule provided in this application.
3. **Staff Review** – Upon receiving a complete application, the submitted information will be routed to Town staff and applicable agencies for timely review and comment. After this review is completed, the comments are consolidated and returned to the applicant. The applicant is responsible for addressing staff comments and submitting revised plans.
4. **Neighborhood Meetings** – Neighborhood meetings beyond the required minimum Town hearings are required for certain General Plan Amendments, as deemed necessary by the Community Development Director. Applicants will be required to set up and conduct these meetings. Efforts shall be made to encourage public participation.

5. **Public Notice** – Except for requests limited to text amendments, the Town will prepare the public notice to mail to surrounding property owners and provide a copy to the applicant. The notice for the first public hearing must be mailed by the applicant at least fifteen (15) calendar days prior to the date of the hearing to the following:
- a. All property owners of record within three hundred (300) feet of the site.
 - b. To the owner, if the application is initiated by a person other than the owner; and
 - c. Any person or group who has requested notice in writing.

The Community Development Director may expand the notification area set forth in this section if it is determined that the potential impact of the project extends beyond the required notification boundary. The applicant must submit a signed affidavit of mailing prior to public hearing. Failure of the applicant to provide evidence of mailing will result in a postponement of the public hearing item. The applicant will be charged a fee for the postponement.

Minor or Major General Plan Amendments initiated by the Town for text changes or more extensive and sometimes, Town-wide, map changes may call for an adjustment of the individual notification process as approved by the Community Development Director.

The Town will send public hearing notices to the local newspaper of general circulation in accordance with State and local requirements.

6. **Property Posting (Sign)** – Notice of Public Hearing for a General Plan Amendment must be posted at least fifteen (15) calendar days prior to the date of each public hearing. The applicant is responsible for posting and maintaining the sign on the property, subject to the following specifications and requirements:
- a. Posting, maintenance, and removal of signs are the responsibility of the applicant;
 - b. Signs should not be removed until after the case is acted upon by the Town Council or, in the case of an application that is withdrawn, not until the withdrawal is officially accepted by the Town;
 - c. The applicant must remove all signs within ten (10) days after final action on the case. If the sign is not removed on time, the Town will remove the sign and charge the applicant a removal fee;
 - d. The signs must comply with the attached sign criteria, except as may be modified by the Community Development Director;

- e. The applicant must submit a signed and dated affidavit of posting, and color photos of the posted signs prior to the public hearing; and
- f. Failure of the applicant to provide evidence of posting could result in a postponement of the public hearing.

Minor or Major General Plan Amendments initiated by the Town for text changes or more extensive and sometimes, Town-wide, map changes may call for an adjustment of the sign posting requirements as approved by the Community Development Director.

7. **Public Participation Plan for Town-Initiated Application**

The Town may choose to develop a unique Public Participation Plan (PPP) for Town-initiated applications, particularly in the case of Major General Plan Amendments. Items in a PPP used by the Town could include a combination of public meetings, open houses, presentations, workshops, signs, display advertisements and other notification and participation methodologies/tools so long as minimum set State criteria is met.

- 8. **Staff Reports** – After the staff comments have been addressed and the project has been scheduled for the public hearings, the Community Development Department will prepare reports describing and evaluating the proposed project and making recommendations to the Planning and Zoning Commission and Town Council. Copies of the staff reports will be made available to the public and sent to the applicant prior to each public hearing.
- 9. **Planning and Zoning Commission Hearing** – The Planning and Zoning Commission will conduct at least one public hearing for a Minor General Plan Amendment and at least two public hearings for Major General Plan Amendments. Planning Commission hearings schedules are included in this application. Regular meetings are held at Florence Town Hall, 775 North Main Street. The applicant or a project representative should be present at the hearing. Upon hearing the case, the Commission may forward a recommendation for approval, approval with modifications, or denial of a General Plan Amendment request to the Town Council. For General Plan Amendments, a tied vote shall be considered a recommendation for denial. The Commission may continue/table a Minor General Plan Amendment case as deemed necessary.
- 10. **Town Council Hearing** – Regular Town Council hearings occur on the first and third Monday of each month at 6:00 p.m. and are held in the Council Chambers, 775 North Main Street. The applicant or project representative must be present at the hearing. The Town Council will approve, approve with modifications and/or conditions, or deny the application. Approval of any Major General Plan amendment requires an affirmative vote by at least two-thirds of the members of the Council.

11. **Withdrawals** – A General Plan Amendment application that has been acted upon by the Planning and Zoning Commission may not be unilaterally withdrawn by an applicant/property owner after such action has occurred. The Town Council shall vote on whether to accept or not accept a request to withdraw an application. If the request for withdraw is not accepted, the matter shall move forward through the Town Council’s General Plan Amendment Public Hearing process.

12. **Inactive Cases** – All applications need to be actively pursued to a decision. If no activity has occurred on an application for 180 days, the application will be determined to be inactive, deemed to be withdrawn and the file will be closed. At least thirty (30) days prior to that date the staff will notify the applicant in writing. The applicant may submit a written request that the application remain active, with an explanation for the inactivity. The Community Development Director may grant an extension for up to 180 days for good cause if there is a reasonable belief that the application will be actively pursued during the extension period.

GENERAL PLAN AMENDMENT TYPICAL MINIMUM CONTENT REQUIREMENTS

1. Project Narrative

- Description of proposed General Plan changes;
- If a Text Amendment, a detailed explanation of the proposed text changes;
- Explanation on how the proposed change is compatible with adjacent properties and other elements of the General Plan;
- An analysis/assessment of how the proposed amendment will impact the overall balance and mixture of land uses within the Town's Planning Area; and
- Explanation on the availability of public utilities and services.

2. Land Use or Circulation Exhibit

- Vicinity Map;
- Scale, north arrow, and dimensions;
- Existing roadways;
- Table indicating proposed roadway classifications.
- Proposed land use classification boundaries;
- Adjacent land use classifications within 300 feet;
- Project Data Table:
 - Gross acres;
 - Current and proposed General Plan Classification(s); and
 - Percent of total acreage in each land use classification.

3. Market Study (if applicable)

The Town may require a market study to be performed to evaluate the economic and fiscal impact of the proposed amendment on the Town and other land uses. Market studies will be the financial responsibility of the applicant and contracted by the Town to ensure objectivity.

NARRATIVE STATEMENT/PROJECT JUSTIFICATION

A narrative is required for Town evaluation of all proposed General Plan Amendments. At a minimum, the narrative must address the following questions:

1. Why is the current land use/circulation classification not suitable?
2. Does the proposal conform with land use goals? Will the proposed change in land use or circulation do the following:
 - a. Support the goals and policies of the General Plan;
 - b. Conform to the proposed range of land uses, densities, and intensity of uses, hierarchy of transportation systems; and
 - c. Avoid creation of isolated uses that will cause incompatible community form and a burden on services and circulation systems?
3. What unique physical characteristics of the site present opportunities or constraints for the development under the existing classification?
4. What is the ability and capacity of the water and sewer system to accommodate development that may occur as a result of the General Plan Amendment without system extensions or improvements?
5. What is the ability of existing police and fire department personnel to provide adequate emergency services according to acceptable response standards set by the community?
6. What is the ability of the proposed public and private open space, recreation, schools, and library facilities to meet the projected demand of future development without reducing services below community standards?
7. What is the proposed fiscal impact of future development based on evaluation of projected revenues and the additional cost of providing public facilities and services to accommodate projected increases or decreases in population and development that could occur as a result of the General Plan Amendment?
8. How will the proposed amendment affect the ability of the community to sustain the physical and cultural resources, including air quality, water quality, energy, natural and human-made resources necessary to meet the demands of present and future residents?
9. What changes, if any, in Federal or State laws or policies substantiate the proposed amendment?

GENERAL PLAN AMENDMENT CHECKLIST

REQUIRED MATERIALS	Applicant Checklist	Staff Verification
Application		
Fee Please review the fee schedule for applicable fees (all fees are Non-Refundable).		
Project Narrative		
Owner's Authorization Form		
4 copies – Traffic Impact Analysis (if required by Traffic Engineer)		
Market Study (if required by the Town)		
Legal Description (Metes and bounds description required for unplatted property) including total gross acreage, sealed and signed by a registered engineer or surveyor (8.5" x 11")		
Pinal County Assessor Parcel Map (8.5" x 11") (Highlight project area and provide parcel numbers)		
Documentation of the Neighborhood Meeting including:		
A typed listing of persons that attended the meeting Including their names, addresses, and telephone numbers.		
Minutes of the meeting addressing neighborhood concerns, topics discussed, and how the applicant addressed such concerns.		
Copy of the letter notifying property owners of the meeting.		
Land Use or Circulation Exhibit (N/A for text amendments):		
Initial 10 copies – Blueline, blackline or color prints (24" x 36") folded to approximately (9" x 12")		
Initial 10 copies – 11" x 17" versions of above noted exhibit		
1 copy – (8.5" x 11") laser print or photo reduction (photocopy of color rendered plan not acceptable)		
1 copy – (8.5" x 11") PMT (Photo Mechanical		

Transfer) must be submitted following an initial staff review, but prior to scheduling the item for a Planning Commission agenda. PowerPoint exhibits may be substituted.		
Neighborhood Notice (N/A for text amendments):		
A parcel map highlighting properties within 300 feet.		
Typed names and addresses of all property owners identified on highlighted parcel map.		

STAFF TRANSMITTAL (Potential list of application recipients)

- | | |
|---|---|
| <input type="checkbox"/> Florence Administration | <input type="checkbox"/> Tohono O'odham Indian Nation |
| <input type="checkbox"/> Florence Community Development | <input type="checkbox"/> Florence Unified School District |
| <input type="checkbox"/> Florence Public Works | <input type="checkbox"/> Bureau of Land Management |
| <input type="checkbox"/> Florence Parks and Recreation | <input type="checkbox"/> City of Coolidge |
| <input type="checkbox"/> Florence Fire | <input type="checkbox"/> CAAG |
| <input type="checkbox"/> Florence Police | <input type="checkbox"/> Arizona State Land Department |
| <input type="checkbox"/> Pinal County | <input type="checkbox"/> Arizona Department of Commerce |
| <input type="checkbox"/> Town of Queen Creek | |
| <input type="checkbox"/> Gila River Indian Community | |

OWNER'S AUTHORIZATION FORM

This sheet must be completed if the applicant for an Annexation, General Plan Amendment, Planned Unit Development, Zone Change, Conditional Use Permit, Design Review and/or Preliminary/Final Plat, is **not** the owner of the property.

I/we, the Undersigned, do hereby grant permission to: _____

to act on my/our behalf for the purpose of obtaining one or more of the following: Annexation, General Plan Amendment, Planned Unit Development, Zone Change, Conditional Use Permit, Design Review and/or Preliminary/Final Plat on the following described property:

Owner(s)

Signature

Print or Type Name

Address

Telephone

STATE OF ARIZONA)

) ss

County of _____)

On this _____ day of _____, 20 ____, before me, the undersigned Notary Public, personally appeared _____, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that _____ executed the same.

IN WITNESS WHEREOF, I hereto set my hand and official seal.

My commission expires:

Notary Public

POSTING REQUIREMENTS

Florence Code requires posting of a sign (or signs) announcing a Public Hearing regarding certain land-use actions a minimum of fifteen (15) days before the date of the Hearing. These actions include General Plan Amendments, Conditional Use Permits, Special Use Permits, Rezoning and Variance Requests. It shall be the responsibility of the applicant to erect and maintain the sign on the subject property as well as maintain the current public hearing information on the sign until formal decision of the case has been made by Town Council. It shall also be the responsibility of the applicant to remove the sign after final disposition of the case. The attached Affidavit of Sign Posting must be provided to the Community Development Department within twenty-four (24) hours of the posting. A general sign format to follow is provided below.

	TOWN OF FLORENCE]- 3"
	(Planning & Zoning) or (Town Council)]- 3"
	Public Hearing Notice]- 4"
	(space)	
3" -[(Action Requested)	
	(space)	
2" -[(Project description and location)	
	(space)	
2" -[(Time of Hearing),]- 2"
2" -[(Date of Hearing),]- 2"
	600 North Main	More Information: Town of Florence Community Development Department
2" -[Street]- 2"
2" -[Florence, Arizona]- 2"
	520-868-7575	

- Contact the Community Development Department regarding number and placement of signs.
- Body of sign to be brilliant yellow and lettering to be black.
- Minimum Sign dimensions shall be 4' X 8' with lettering as noted above.
- Height of sign shall be at least 6 feet from finished grade to the top of the sign.
- Sign shall be made of weather resistant material.
- Placement and maintenance of sign is applicant's responsibility.
- Applicant must post sign at least 15 calendar days prior to the hearing date.
- Applicant must remove sign within 10 working days of final action.
- The Community Development Director may allow changes to sign format so long as all sign content requirements are met.

AFFIDAVIT OF SIGN POSTING

Applicant Name: _____

Project Name/Location: _____

I confirm that the site has been posted as required by Town of Florence Community Development Department. A picture of the sign(s) posted on the subject site has also been submitted.

Applicant/Representative Signature

Date

STATE OF ARIZONA)
)
County of _____) ss

On this _____ day of _____, 20 ____, before me, the undersigned Notary Public, personally appeared _____, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that _____ executed the same.

IN WITNESS WHEREOF, I hereto set my hand and official seal.

My commission expires:

Notary Public

Return completed notarized affidavit and picture to the Community Development Department within twenty-four (24) business hours of the posting.

MINOR GENERAL PLAN AMENDMENT PLANNING AND ZONING COMMISSION

2014 MEETING SCHEDULE

Minor General Plan Amendments will be heard and acted upon by the Planning and Zoning Commission at one of their regularly scheduled meetings that occur on the first and third Thursday of the month. Meetings are held in the Town Hall Council Chambers (775 N. Main St.) starting at 6:00 p.m. Meeting dates, times, and/or locations may be changed if deemed necessary by the Town. Proper notice of such changes will be provided.

All meetings of the Planning and Zoning Commission are open to the Public.

Complete applications and fees are due to the Community Development Department by 12:00 p.m. (noon) on the deadline date.

Scheduling of your request for consideration by the Planning and Zoning Commission is contingent upon receipt of a complete application. Additional factors, such as review periods and minimum public notification requirements, will determine when your request is heard by the Planning and Zoning Commission. The applicant will be notified of their application's status.

A pre-application meeting with the Town's Technical Review Committee is required for most development applications. Applicant must set a meeting time with the Community Development Department prior to the submittal deadline.

A separate Planning and Zoning meeting schedule is provided for the consideration of Major General Plan Amendments.

MAJOR GENERAL PLAN AMENDMENT PLANNING AND ZONING COMMISSION

2014 MEETING SCHEDULE

Special meeting dates, times and locations have been set for the consideration of Major Amendments to the Town's General Plan by the Planning and Zoning Commission as stated below. Meeting dates, times, and/or locations may be changed if deemed necessary by the Town. Proper notice of such changes will be provided.

All meetings of the Planning and Zoning Commission are open to the Public.

The following is the 2014 Planning and Zoning Commission meeting schedule for Major General Plan Amendments (contact the Town Clerk for Town Council meeting information):

Submittal Deadline	Notice in Newspaper	*First Meeting Date
May 5, 2014	August 14, 2014	September 4, 2014 (Thursday)
	Notice in Newspaper	*Second Meeting Date
	August 28, 2014	September 18, 2014 (Thursday)

Complete applications and fees are due to the Community Development Department by 12:00 p.m. (noon) on the deadline date.

Scheduling of your request for consideration by the Planning and Zoning Commission is contingent upon receipt of a complete application. The applicant will be notified of their application's status.

A pre-application meeting with the Town's Technical Review Committee is required for Major General Plan Amendment applications. If you are submitting for a Major General Plan Amendment the applicant must set a meeting time with Community Development Department prior to the submittal deadline. Application materials will be distributed to meet 60-day review and comment requirements.

*Two Planning and Zoning Commission meetings are required to promote public participation. The first meeting will be held at a location other than Florence Town Hall unless otherwise noticed by the Town. The second meeting will be held in the Town Hall Council Chambers at 775 N. Main St. unless otherwise noticed by the Town. Both meetings to be held at 5:30 pm unless otherwise noticed. The Town reserves the right to adjust meeting dates, times and/or locations so long as proper notice is provided.

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 9a.
MEETING DATE: January 21, 2014 DEPARTMENT: Community Development STAFF PRESENTER: Mark Eckhoff, AICP Community Development Director SUBJECT: Ordinance No. 606-14: Rural Residential Equestrian Subdivision (PZC-34-13-ORD)		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1 st Reading <input checked="" type="checkbox"/> 2 nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Motion to adopt Ordinance No. 606-14 for the Rural Residential Equestrian Subdivision (RRES) Zoning District.

BACKGROUND/DISCUSSION:

The Town of Florence requests approval of the following application:

PZC-34-13-ORD: AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE TOWN OF FLORENCE CODE OF ORDINANCES, TITLE XV LAND USAGE, CHAPTER 150 DEVELOPMENT CODE, SECTION 150.031 DEFINED WORDS, SECTION 150.047 DISTRICT USE REGULATIONS TABLE (A) AND ESTABLISHING A NEW RURAL RESIDENTIAL EQUESTRIAN SUBDIVISION (RRES) ZONING DISTRICT SECTION.

The goal of this effort was to have a new Town Zoning District in place to apply to the Wild Horse Estates area should the Arizona Farms Annexation including this area be successful. Staff has worked diligently to ensure the new zoning requirements for this area will help preserve the semi-rural lifestyle in this special enclave, while also complying with state statutes pertaining to comparable zoning requirements for annexed areas.

The RRES Zoning District was intended to provide comparable zoning for the residents of Wild Horse Estates. Per the direction of the Planning and Zoning Commission, staff held a work session to give Wild Horse Estates property owners an additional opportunity to assist in formulating the framework of the proposed zoning district.

After two Planning and Zoning Commission (PZC) meetings and one PZC work session on this item, the PZC recommended the ordinance attached to this report because it most closely follows the original Zoning District that was adopted in the Pinal County. The intent for Wild Horse Estates Subdivision was to provide an area that would allow horses and similar animals. Furthermore, this proposed District better reflects existing conditions in this subdivision and avoids or minimizes the creation of nonconformities upon annexation.

Please note that this new Zoning District will only be applied on the Wild Horse Estates area if this area is successfully annexed.

The Planning and Zoning Commission forwarded a unanimous favorable recommendation on this ordinance to the Town Council.

Public hearing and first reading was held on January 6, 2014.

PUBLIC PARTICIPATION:

Town Staff has complied with all applicable Town requirements and Arizona Revised Statutes regarding public participation. Exceeding statutory requirements, public notice for the Planning and Zoning Commission public hearing was mailed to all property owners who reside within the Wild Horse Estates subdivision.

Staff pursued community input on this case in several different ways:

- A PZC public hearing was held on November 7th and continued to December 5th. The original ordinance was mailed out to all Wild Horse Estates subdivision property owners and from the November 7th meeting, five different version of proposed ordinance were created (A-E) and distributed by US mail to property owners;
- A PZC executive session pertaining to this matter was conducted;
- A PZC work session was held November 21st to discuss the five ordinance options;
- Staff met with concerned property owners and there were additional exchanges via email and phone; and
- Advertisements for establishing the new Rural Residential Equestrian Subdivision (RRES) Zoning District were posted in the local Town paper per Town requirements.

FINANCIAL IMPACT:

This request has no direct or specific financial impacts.

RECOMMENDATION:

Motion to adopt Ordinance No. 606-14 for the Rural Residential Equestrian Subdivision (RRES) Zoning District.

ATTACHMENT:

Ordinance No. 606-14

Public Comments

ORDINANCE NO. 606-14

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE TOWN OF FLORENCE CODE OF ORDINANCES, TITLE XV LAND USAGE, CHAPTER 150 DEVELOPMENT CODE, SECTION 150.031 DEFINED WORDS, SECTION 150.047 DISTRICT USE REGULATIONS TABLES (A) AND ESTABLISHING A NEW RURAL RESIDENTIAL EQUESTRIAN SUBDIVISION (RRES) ZONING DISTRICT SECTION (PZC-34-13-ORD).

WHEREAS, development codes are designed to protect the health, safety and general welfare of the public and are subject to modifications to ensure that codes are current and meet the needs of the local community; and

WHEREAS, municipal Zoning District designations are utilized when applying comparable zoning to newly annexed properties; and

WHEREAS, the Town of Florence has proposed this ordinance to create a comparable Zoning District to the Pinal County MHS zoning in place for the Wildhorse Estates subdivision contained within the proposed Arizona Farms annexation area; and

WHEREAS, the Florence Planning and Zoning Commission conducted a work session and public hearing on this ordinance and have sent the Mayor and Council of the Town of Florence a favorable recommendation on this proposed ordinance.

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

Section 1. That the recitals contained in this ordinance are hereby adopted and incorporated herein as findings of fact of the Town Council.

Section 2. That if any word, sentence, paragraph, clause, phrase or other provision of this ordinance is for any reason deemed to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such holding shall not affect the validity of the remaining words, sentences, paragraphs, clauses, phrases or other provisions of this ordinance, or the validity of this ordinance as an entirety, it being the legislative intent that this ordinance shall stand, notwithstanding the invalidity of any word, sentence, paragraph, clause, phrase or other provision.

Section 3. That noted portions of Chapter 150, Section 150.031 Defined Words (new words added and defined) and Section 150.047 District Use Regulations Tables (A) within Title XV Land Usage of the Town Code of Ordinances are hereby amended and shall read as follows. In addition, a new Rural Residential Equestrian Subdivision (RRES) Code Section is hereby established and integrated into Chapter 150 as noted below.

150.031 DEFINED WORDS

ANIMAL UNIT. Represents the unit of measurement utilized as the basis for determining the number of agricultural animals permitted in applicable Zoning Districts.

LARGE LIVESTOCK ANIMAL. Cattle, oxen, horses, mules, donkeys, alpaca, llama or similar animals. One large livestock animal is equivalent to one animal unit.

MEDIUM LIVESTOCK ANIMAL. Sheep, goats or other similar animals. Five medium livestock animals are equivalent to one animal unit.

SMALL LIVESTOCK ANIMALS/FOWL. Rabbits, ducks, chickens, geese or similar animals or fowl. Ten small livestock or fowl is equivalent to one animal unit.

§ 150.047 DISTRICT USE REGULATIONS TABLES.

(A) Residential zoning district use regulations.

**P=Permitted N=Not Permitted C=Conditional T=Temporary Uses
(move table more to the left)**

Use	RA-10	RA-4	R1-R	<u>RRES</u>	R1-18	R1-6	R-2	MFR	MHS	PUD
Agricultural buildings and structures	P	P	C	<u>P</u>	N	N	N	N	N	N
Accessory buildings and uses	P	P	P	<u>P</u>	P	P	P	P	P	P
Bed and breakfast	C	C	C	<u>N</u>	N	N	N	N	N	N
Boarding or lodging house	C	C	C	<u>N</u>	N	N	C	C	N	C
Cemetery	C	C	N	<u>N</u>	N	N	N	N	N	C
Condominium	N	N	N	<u>N</u>	N	N	P	P	N	C
Continuing care facility	C	C	N	<u>N</u>	N	N	N	C	N	N
Convent	C	C	C	<u>N</u>	C	C	C	P	C	C
Duplex	N	N	N	<u>N</u>	N	N	P	P	N	C
Daycare center and/or nursery	C	C	C	<u>N</u>	C	C	N	C	N	C
Dwelling, multi-family	N	N	N	<u>N</u>	N	N	P	P	N	C
Dwelling, single-family	P	P	P	<u>P</u>	P	P	P	P	N	P
Farm	P	P	N	<u>N</u>	N	N	N	N	N	N
Golf course	C	C	C	<u>C</u>	C	C	C	C	C	C
Guest home, detached	P	P	C	<u>N</u>	N	N	N	N	N	N
Greenhouse and/or nursery	C	C	N	<u>C</u>	N	N	N	N	N	N
Group home	C	C	C	<u>C</u>	C	C	C	C	C	C
Home for the aged or nursing home	C	C	N	<u>C</u>	N	N	N	C	C	C
Home occupation	P	P	P	<u>P</u>	P	P	P	P	P	P
Use	RA-10	RA-4	R1-R	<u>RRES</u>	R1-18	R1-6	R-2	MFR	MHS	PUD
Manufactured home	C	C	C	<u>P</u>	C	N	N	N	P	N
Medical marijuana operations, including medical marijuana dispensary offsite cultivation locations, medical marijuana dispensaries and medical marijuana infusion facilities (medical marijuana designated caregiver cultivation locations and qualifying patient cultivation	N	N	N	<u>N</u>	N	N	N	N	N	N

locations per applicable Town and State Department of Health regulations)										
Model home complex and/or sales office	T	T	T	<u>T</u>	T	T	T	T	T	T
Mobile home	N	N	N	<u>N</u>	N	N	N	N	N	N
Orphanage	C	C	N	<u>N</u>	N	N	N	P	N	N
Park, playground and community owned buildings	P	P	P	<u>P</u>	P	P	P	P	P	P
Private club, fraternity, sorority and lodges	C	C	C	<u>C</u>	N	N	N	C	C	C
Public institutional buildings	C	C	C	<u>P</u>	P	P	P	P	P	P
Public utility buildings, structures or appurtenances for public service uses	C	C	C	<u>C</u>	C	C	C	C	C	C
Public or private school	C	C	C	<u>C</u>	C	C	C	C	C	C
Ranch, non-commercial	P	P <u>N</u>	G <u>N</u>	<u>N</u>	N	N	N	N	N	N
Recreation fields, public or private	P	P	C	<u>C</u>	C	C	C	C	C	P
Recreation building	P	P	C	<u>C</u>	C	C	C	C	C	P
Stable, private	P	P	C	<u>P</u>	N	N	N	N	N	N
Stable, commercial	C	C	C	<u>N</u>	N	N	N	N	N	N
Swimming pool (private)	P	P	P	<u>P</u>	P	P	P	P	P	P
Temporary buildings used for the sale of homes or lots	T/C	T/C	T/C	<u>T/C</u>	T/C	T/C	T/C	T/C	T/C	T/C
Town home	N	N	N	<u>N</u>	N	N	P	P	N	C
Triplex	N	N	N	<u>N</u>	N	N	P	P	N	C

§ 150.055 RURAL RESIDENTIAL EQUESTRIAN SUBDIVISION (RRES).

(A) Purpose. The purpose of the Rural Residential Equestrian Subdivision Zoning District is intended to encourage unique, creatively developed subdivisions that are unified by common amenities, operations and associations for the accommodation of manufactured and/or site-built homes on individually owned lots, including necessary accessory uses and amenities and adequate open space to preserve the residential character. This District also serves to create or preserve compatible, rural enclaves with specified animal privileges within outlying and suburbanizing areas of Florence.

(B) Permitted uses. The following uses are permitted in the RRES District:

(1) One dwelling unit per lot, which may be one of the following:

(a) One manufactured home, being no more than five years in age since the date of original construction, shall only be permitted to replace an existing manufactured home on an approved RRES lot of record; or

(b) One site-built single-family dwelling unit.

(2) Accessory buildings and uses, including private swimming pools and home occupations;

(3) Agricultural Animals, subject to the following:

(a) No agricultural animal/livestock shall be kept, maintained or stabled on any lot less than 42,000 square feet.

(b) Two horses are permitted per each residential lot of record that exceeds 42,000 square feet. Alpaca and/or llama can be substituted for one or both horses.

(c) Offspring (under the age of 6 months) of animals on-site, do not count towards the number of permitted Animal Units.

(d) The area used for grazing, exercising or training of said animals shall be securely fenced to prevent the animals from straying, or a suitable restraint shall be provided to prevent straying. No confinement area shall be located in the front yard, and the grazing of livestock shall be limited to the side and rear yards.

(e) Fencing shall be required for all agricultural animals and shall consist of a view or partial view type fence, pipe rail or other similar fencing material, or a wall of sufficient height to restrain the animals(s). Such fence or wall shall be maintained and kept in a sound condition at all times.

(f) Private stables for the housing of agricultural animals shall be constructed so as to facilitate maintenance in a clean and sanitary condition.

(g) Stables used for the keeping of agricultural animals shall be located behind the front plane of the principal building or structure. Stables shall be set back a minimum of ten feet from all property lines and the principal structure or the distance required to comply with all applicable codes, whichever is greater. Stables shall not exceed the height regulations of the RRES Zoning District.

(h) Corrals, or yards areas used for the keeping of agricultural animals shall be located within the rear half of the lot (or side yard) or parcel and shall be enclosed by a view or partial view-type fence, pipe rail or other similar fencing material, or wall of sufficient height to restrain the animal(s). Such fence or wall shall be maintained and kept in a sound condition at all times.

(i) Animal wastes shall be stored at least twenty (20) feet from any property line, open space, drainage channel or surface waters and shall not violate the health and sanitation provisions of the Town Code and applicable codes of Pinal County.

(3) Secondary uses:

(a) Community or recreational facilities for the use and benefit of the subdivision/community association; and

(b) Common facility service buildings. All the buildings shall be centrally located and use shall be restricted to occupants.

(4) Those uses permitted in the RRES Zoning District per Table 150.047.A.

(C) Conditional uses. Uses may be permitted subject to a Conditional Use Permit (see § 150.015 and Table 150.047.A).

(1) Those uses conditionally permitted in the RRES Zoning District per Table 150.047.A.

(2) Chickens.

(a) A maximum of ten chickens would be permitted.

(b) Male chickens (roosters) shall not be kept.

(c) A coop shall be maintained that provides clean shelter, protection from weather, and perches and nesting boxes. The coop shall be provided with adequate siding to mitigate sound impacts. Wire mesh shall be provided to ensure air-flow through the coop on portions of the sides of the structure. The coop shall be constructed above ground. Straw or woodchips shall be provided below the coop.

(d) The coop shall be located at least twenty feet from any neighborhood home.

(e) The area shall be maintained in a clean and sanitary condition at all times and all animal waste shall be disposed of in a sanitary manner.

(f) The chickens must be kept in an enclosed fenced backyard area at all times and shall not be allowed to roam freely within the neighborhood.

(3) Horses.

(a) A maximum of four horses shall be kept on any parcel.

(b) Alpaca and/or llama can be substituted for horses on a one to one basis.

(c) Animals and lots shall be kept and maintained in accordance with all applicable codes and regulations.

Because no list of uses can be exhaustive, interpretations on unspecified uses shall be rendered by the Town Community Development Director with the right to appeal to the Planning and Zoning Commission and Town Council.

(D) Property development standards. (See elsewhere in this Development Code for additional standards and exceptions.)

(1) Principal structure setbacks.

<u>Front</u>	<u>Interior Side</u>	<u>Street Side</u>	<u>Rear</u>
<u>20 feet</u>	<u>10 feet</u>	<u>10 feet</u>	<u>10 feet</u>

(2) Area and bulk requirements

<u>Minimum</u>	<u>Site</u>	<u>Minimum</u>	<u>Lot</u>	<u>Minimum</u>	<u>Lot</u>	<u>Minimum</u>	<u>Lot</u>	<u>Maximum Height</u>
----------------	-------------	----------------	------------	----------------	------------	----------------	------------	-----------------------

<u>Area</u>	<u>Area</u>	<u>Width</u>	<u>Depth</u>	
<u>10 acres</u>	<u>42,000 sq. feet</u>	<u>60 feet</u>	<u>100 feet</u>	<u>30 feet</u>
<u>Note: Additional regulations for distances between buildings, accessory buildings, access, walls, fences and required screening are contained in Part 8. Additional Height and Area Regulations and Expectations of the Development Code.</u>				

(3) Accessory structure setbacks and height.

<u>Front</u>	<u>Interior Side</u>	<u>Street Side</u>	<u>Rear</u>	<u>Maximum Height</u>
<u>60 feet</u>	<u>10 feet</u>	<u>10 feet</u>	<u>10 feet</u>	<u>20 feet</u>

(4) Permanent Foundation.

All manufactured homes must be attached to a permanent foundation where the home is set at the level of the adjacent grade, an installation commonly known as “ground-set”.

(E) Off-street parking. Parking regulations are as provided in Part 7. Parking: Loading and Unloading of the Development Code.

(Insertion of the new RRES Zoning District section into the Town Code requires the following organizational modifications.)

150.045		Districts
150.046		District boundaries
150.047		District use regulations tables
150.048		Rural Agricultural (RA-10)
150.049		Rural Agricultural (RA-4)
150.050		Single-Residential Ranchette (R1-R)
	<u>150.051</u>	<u>Rural Residential Equestrian Subdivision (RRES)</u>
150.051	<u>150.052</u>	<u>Single-Family Residential (R1-18)</u>
150.052	<u>150.053</u>	<u>Single-Family Residential (R1-6)</u>
150.053	<u>150.054</u>	<u>Neighborhood Multi-Family (R-2)</u>
150.054	<u>150.055</u>	<u>Multiple-Family Residential (MFR)</u>
150.055	<u>150.056</u>	<u>Manufactured Home Subdivision (MHS)</u>
150.056	<u>150.057</u>	<u>Planned Unit Development (PUD)</u>
150.057	<u>150.058</u>	<u>Neighborhood Business (B-1)</u>
150.058	<u>150.059</u>	<u>Neighborhood Office (NO)</u>
150.059	<u>150.060</u>	<u>Downtown Commercial (DC)</u>
150.060	<u>150.061</u>	<u>Highway Business Commercial (B-2)</u>
150.061	<u>150.062</u>	<u>Tourist Commercial (TRC)</u>
150.062	<u>150.063</u>	<u>Professional Office (PO)</u>
150.063	<u>150.064</u>	<u>Public/Institutional (P/I)</u>
150.064	<u>150.065</u>	<u>Light Industrial (LI)</u>
150.065	<u>150.066</u>	<u>Heavy Industrial (HI)</u>
150.066	<u>150.067</u>	<u>Overlay Districts; Historic District</u>
150.067	<u>150.068</u>	<u>Parking Overlay District (P-1)</u>
150.068	<u>150.069</u>	<u>Recreational Vehicle Parks and/or Subdivisions</u>

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona,
this 21st day of January 2014.

Tom J. Rankin, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

James E. Mannato, Town Attorney

NOTICE OF PUBLIC HEARING FLORENCE TOWN COUNCIL

Notice is hereby given that the Town Council of Florence, Arizona will hold a Public Hearing on Monday, January 6, 2014 at 6:00 PM at Florence Town Hall located at 775 N. Main Street, Florence, Arizona, 85132 to discuss the following application:

PZC-34-13-ORD: An Ordinance of the Town of Florence, Pinal County Arizona amending the Town of Florence Code of Ordinances, Title XV Land Usage, Chapter 150 Development Code, Section 150.031 Defined Words, Section 150.047 District Use Regulations Table (A) and adding a new section entitled "Rural Residential Equestrian Subdivision (RRES)".

Additional information on the above case can be obtained Monday thru Friday from 8 AM to 5 PM at the Town of Florence Community Development Department located at 600 N. Main Street, Florence, Arizona 85132 or please call (520) 868-7542.

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.

No. of publications: One; date of publication: December 12, 2013.

Mark Eckhoff, AICP, Community Development Director
Town of Florence Community Development
600 N Main Sreet
P.O. Box 2670
Florence Arizona 85132

RE: Wild Horse Estates Rezoning Possibility – Support for “Option E” with slight modifications. Please consider this request.

Hello, I am Terence A Makdad The legal owner of 9723 E Pinto Pony Dr. in Wild Horse Estates. While I may have not been able to attend many or all of the meetings, but I do want my voice heard in regards to the issue of rezoning, IF the town of Florence is successful in its attempt to annex Wild Horse Estates.

The issues are relatively simple, while most people here in WHE have complied with the current regulations and requirements; there is a small minority that have not. This minority has been highly visible and active in requesting that the “rules” be altered to appease those homeowners that have multiple and/or inappropriate animals in direct violation of the current CCRs, and, more importantly, in direct violation of the current Pinal County Ordinance.

I am NOT in favor of “blanket permission” to have more than 2 horses or other barn yard animals, but I do support utilizing “Option E”, which would allow for “conditional uses”, allowing property owners the ability to exercise that and retain some of their additional animals, as long as the animals and lots were kept and maintained appropriately and as long as their neighbors do not object. We would expect and demand that the town of Florence monitor and enforce this and take into consideration those neighbors impacted.

Allowing “grandfathering” for those individual owners in current violation of the standards is not fair to those of us who have abided by the rules, and is not a viable solution for this community. Please do not consider this.

We want to live in peace with our neighbors and have no reason to endure the noise, smell, flies and possible health repercussions of inappropriate, overcrowded or poorly maintained animals or property. While some of us may have not been active or verbal in our desires, we do need to be considered and heard.

Thank you for your consideration.

Terence A Makdad, trustee	12/4/13
Owner's signature	Date

Mark Eckhoff, AICP, Community Development Director
Town of Florence Community Development
600 N Main Sreet
P.O. Box 2670
Florence Arizona 85132

RE: Wild Horse Estates Rezoning Possibility – Support for “Option E” with slight modifications. Please consider this request.

Hello, I am Nancy Cencioffe The legal owner of 23625 N. Bridle Way (Address) in Wild Horse Estates. While I may have not been able to attend many of all of the meetings, but I do want my voice heard in regards to the issue of rezoning, IF the town of Florence is successful in its attempt to annex Wild Horse Estates.

The issues are relatively simple, while most people here in WHE have complied with the current regulations and requirements; there is a small minority that have not. This minority has been highly visible and active in requesting that the “rules” be altered to appease those homeowners that have multiple and/or inappropriate animals in direct violation of the current CCRs, and, more importantly, in direct violation of the current Pinal County Ordinance.

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Thank you for your consideration.

Nancy Cencioffe 12/3/13
Owner's signature Date

Gilbert Olgin

From: Mark Eckhoff
Sent: Tuesday, December 03, 2013 10:21 AM
To: Gilbert Olgin; Heath Reed
Subject: FW: Input for WHE zoning ordinance

Please add to file and share this with PZC. Thanks.

Mark Eckhoff, AICP, CFM
Director
Community Development Department
Town of Florence
P.O. Box 2670
600 North Main Street
Florence, AZ 85132
(520) 868-7540
(520) 868-7546 (fax)
www.florenceaz.gov

From: Kelly Gilbert [<mailto:Quiktype@comcast.net>]
Sent: Tuesday, December 03, 2013 10:17 AM
To: Mark Eckhoff
Subject: RE: Input for WHE zoning ordinance

Good morning! Hope you had a wonderful Thanksgiving holiday! I just wanted to add my two cents. Of the proposed options, I agree that Option E will be the most agreeable option. I am not willing to make people give up what they already have, i.e. donkeys or mules. I think that is wrong.

So at your meeting on the 5th, please record I agree with Option E as the best compromise for the WHE. Thanks a lot!

Kelly Gilbert

From: Mark Eckhoff [<mailto:Mark.Eckhoff@florenceaz.gov>]
Sent: Tuesday, November 26, 2013 12:12 PM
To: Kelly Gilbert; 'Terry Makdad'
Subject: RE: Input for WHE zoning ordinance

Hello-

Here are the C and D options from the work session.

Mark Eckhoff, AICP, CFM
Director
Community Development Department
Town of Florence
P.O. Box 2670
600 North Main Street
Florence, AZ 85132

(520) 868-7540
(520) 868-7546 (fax)
www.florenceaz.gov

From: Kelly Gilbert [<mailto:Quiktype@comcast.net>]
Sent: Tuesday, November 26, 2013 12:59 PM
To: 'Terry Makdad'; Mark Eckhoff
Subject: RE: Input for WHE zoning ordinance

Hi, Mr. Eckhoff: Would you please email me the Version E that was presented at the meeting on 11/21? The copy I have is the same as Version C – no differences, but apparently at the meeting, there was discussion of the two versions being different(?)

Thanks a lot! Anything I can do to help, don't hesitate to ask.

Kelly Gilbert
quiktype@comcast.net

From: Terry Makdad [<mailto:baremak@hotmail.com>]
Sent: Tuesday, November 26, 2013 8:43 AM
To: Mark.Eckhoff@florenceaz.gov
Subject: Input for WHE zoning ordinance

Mark,

As a result of the 11/21 work session I have attached my input to the "final" Ordinance. Please distribute this to the Mayor, Town Council Members and Planning and Zoning Commission Members as soon as possible. Unfortunately I will not be able to attend the 12/5 meeting since I am out of town. I do not have a way to print/sign/scan the attached letter.

Please let me know you got this email.

Thx, Terry Makdad

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Disclaimer # 6955-149

Mark Eckhoff, AICP, Community Development Director
Town of Florence Community Development
600 N Main Street
P.O. Box 2670
Florence Arizona 85132

RE: Wild Horse Estates Rezoning Possibility – Support for “Option E” with slight modifications. Please consider this request.

Hello, I am Nancy Cecotte The legal owner of 23625 N. Bridle Way (Address) in Wild Horse Estates. While I may have not been able to attend many of all of the meetings, but I do want my voice heard in regards to the issue of rezoning, IF the town of Florence is successful in its attempt to annex Wild Horse Estates.

The issues are relatively simple, while most people here in WHE have complied with the current regulations and requirements; there is a small minority that have not. This minority has been highly visible and active in requesting that the “rules” be altered to appease those homeowners that have multiple and/or inappropriate animals in direct violation of the current CCRs, and, more importantly, in direct violation of the current Pinal County Ordinance.

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We want to live in peace with our neighbors and have no reason to endure the noise, smell, flies and possible health repercussions of inappropriate, overcrowded or poorly maintained animals or property. While some of us may have not been active or verbal in our desires, we do need to be considered and heard.

Thank you for your consideration.

Nancy Cecotte 12/3/13
Owner's signature Date

Gilbert Olgin

From: Nancy and Logun <welcomehome16@gmail.com>
Sent: Friday, December 06, 2013 12:05 PM
To: Gilbert Olgin
Subject: 12/6/13 Attention ALL Members of the Planning & Zoning Commission

Dear Members of the Planning & Zoning Commission~
We understand that last evening you voted in favor of recommending Option E to the Town Council. We want to thank you for being as concerned about our neighborhood and property values as we are.

Warmest Regards,
Nancy Cincotta & Logun Smith
480 330-3810 N
480 686-1892 L

On Wed, Dec 4, 2013 at 2:23 PM, Nancy and Logun <welcomehome16@gmail.com> wrote:

Dear Members of the Planning and Zoning Commission ~

We want you to have a copy of the email we sent to Mark Eckhoff.

Thank you in advance for your help and support.

Nancy & Logun

----- Forwarded message -----

From: Nancy and Logun <welcomehome16@gmail.com>

Date: Wed, Dec 4, 2013 at 2:16 PM

Subject: Wild Horse Estates Support of OPTION E

To: mark.eckhoff@florenceaz.gov

Dear Mark ~

My husband Logun Smith and I are residents of Wild Horse Estates. We have attended the last 2 meetings held at the Town Hall concerning WHE, but are unable to attend tomorrow night's meeting (6pm 12/5/13) because of a prior commitment. Although we cannot attend the meeting, we still want to be heard. Please see attached letter. I mailed the hard copy yesterday, but am not sure it will be received in time.

Although we think annexation would be good for the Town and possibly for our neighborhood, when it comes to an animal ordinance we are against any proposal other than Option E. The reason the vocal minority wants Option C is because they want more animals. Option C would allow for 2

Animal Units vs. Option E's 2 Large Animals. Then they want each Animal Unit to be equal to 5 goats and/or 20 chickens. And they want 4 Animal Units which could result in 20 goats or 80 chickens. Who needs 80 chickens unless they are running a business? Many of those non-compliant neighbors are boarding horses for income. Some have as many as 10 horses on a one acre parcel. This kind of abusive behavior should not be rewarded. The biggest offenders are earning income with the animals on their properties. They are breaking the rules running commercial businesses in our residential area. Even if they are not registered businesses or paying sales tax, they are running businesses and they are deteriorating our peaceful way of life and our property values.

We trust you will relay our concerns to the Town Council and move in the direction that is good for the entire community. The vocal minority, those out of compliance with the CCR's and current Pinal County Ordinance want the rules changed to suit them. The rest of us simply want them to obey the same rules that we obey. We are counting on you to do the right thing for the entire community and not kowtow to pressure from the very vocal few that refuse to follow the rules they agreed to when they purchased in WHE and Pinal County.

The Town of Florence wants to Annex WHE. We'd like you to know that after talking with many of our neighbors, the overwhelming number of our neighbors that are in compliance who had supported Annexation now have serious concerns. They are looking to see what direction the Town will take on this barn yard animal issue. They will vote against Annexation if it means putting up with more farm animals and all that comes with them (odors, noise, flies, sanitation issues etc.). There is plenty of room in outlining areas of Florence and Pinal County for those people who want to live the Green Acres / Sandford & Son lifestyle. Ultimately, those people who want to live that way should reside where that type of lifestyle is not offensive to their neighbors and not in violation of the CCR's and Ordinances. Please keep in mind, that included in this vocal minority is the neighbor that dumps his manure into the

wash. This vocal minority are the same people who are sending out emails and have signs & posters screaming out against more government and AGAINST ANNEXATION. see attached. They are asking their neighbors to vote against annexation.

This very vocal minority doesn't want rules and they are trying to make their choices our problem. Our choice is to obey the rules and live in peaceful co-existent with our like-minded neighbors. We ask that you treat us the way you'd like to be treated.

Sincerely,

Nancy Cincotta & Logun Smith
23625 N Bridle Way
Florence, AZ 85132
480 330-3810
welcomehome16@gmail.com

mailing address:
530 E Hunt Hwy.
Suite 103-245
San Tan Valley, AZ 85143

Nancy Cincotta

welcomehome16@gmail.com

--

Nancy Cincotta

welcomehome16@gmail.com

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Disclaimer # 6955-149

Kelly R. Gilbert
Wild Horse Estates

RE: Subject: **Proposed Manufactured Home Subdivision
Rural (MHSR) Ordinance XXXX-13**
Property Owner: David W. and Kelly R. Gilbert
Property Mailing Address: 8532 163rd AVE NE
Granite Falls, WA 98252
Parcel Number: 200-74-0790
Email: quiktype@comcast.net
Phone: 425-737-7156

November 4, 2013

Via U.S. Priority Express Mail

Mayor Tom Rankin
Town of Florence
775 N Main ST
PO Box 2670
Florence, AZ 85132

Dear Mayer Rankin:

I am requesting that my letter be read aloud for recording at the hearing scheduled on November 7, 2013, at 6:00 p.m. in regard to the rezoning application being made for Wild Horse Estates.

I wish to state upfront that I am optimistic that the Town of Florence successfully establishes annexation of our neighborhood at the Wild Horse Estates. I am enclosing a letter that I sent to all Property Owners for Wild Horse Estates in support of such annexation. I made sure to locate the correct Property Owner by public record in the County of Pinal. I am also attaching that list of Property Owners to this letter. That being said, I have some immediate concerns.

I was only made aware of the proposed rezoning by a concerned neighbor who knew I received mail out of town. Any Rezoning Application must be made to the "Property Owners", not an anonymous "Resident" as was done in this case. Many of these homes are rental properties. I did not receive this notice at my recorded Pinal County property mailing address, nor have I seen the Site Posting anywhere in the neighborhood as required by law. I am requesting by this letter that your records be corrected to use my recorded property mailing address for all future notices and correspondence.

This is a clear example of spot zoning, which the public was very specifically told by the Florence City Council would not happen, per the recorded Public Hearing - Proposed Magic Ranch and Arizona Farms Annexation dated September 9, 2013. Spot

zoning is when comparable properties nearby (Crestfield to the North, Anthem to the South) are zoned differently, but the applicants are receiving a favorable zoning classification because they asked, or because they are being favored. Someone is basically asking for special permission to own farm animals through the redefinition of "units" in a residential neighborhood against the recorded Declaration of Covenants, Conditions and Restrictions for Wild Horse Estate, Pinal County Recorder number 2001-016195. These CC&Rs specifically allow the following:

"12. Animals. No pigs, livestock or other similar animals shall be kept or maintained on any of the said lots. The number of horses may not exceed two (2) full grown horses and two (2) colts. Only normal pets in reasonable numbers for each lot owner will be permitted. A 4-H animal with the exception of a pig will be considered a pet. No pet shall be allowed that creates a hazard or nuisance to owners of other lots in the subdivision. ..."

The Town of Florence advised the community per the Q&A sent along with the Annexation Affidavit that:

"Will the annexation affect the number of animals I can have on my rural property? The Town is pursuing an Amendment to the Town of Florence Code that will allow residents in the annexation areas to continue to have the same number of animals on their property that were permitted by Pinal County prior to the annexation..." (Emphasis added.)

Pinal County MH Manufactured Home Zoning Chapter 2.120, Section 010(H) states:

"Lots/parcels of one acre (43,560 square feet) or greater may have not more than two horses, more than six months of age. [Ord. 61882 § 2001]."

General Rural Zone Chapter 2.40.010 describes (A) One-family dwelling unit, conventional construction or manufactured home or mobile home; and (B) Commercial Agricultural Uses. Wildhorse Estates is a one-acre lot *residential* community, not a commercial agriculture community. The "raising of livestock and horses" [except as outlined in the recorded CC&R] is allowed only for Commercial Agricultural Uses. Chapter 2.35 (CAR - Commercial Agriculture Ranch Zone), Section 020 Site development standards, states:

"B. Minimum lot area: 174,240 square feet (four acres)."

These restrictions between Residential Zoning and Commercial Zoning are self-evident. A one-acre residential lot cannot sustain the raising of commercial livestock, nor

should it be zoned or given definitions as such. To do so in essence becomes spot zoning, which was strongly opposed by the Town Council in the recorded Public Hearing of September 9, 2013.

Florence Code Title XV: Land Usage, §150.004(C) emphasizes that the provisions of the Development Code:

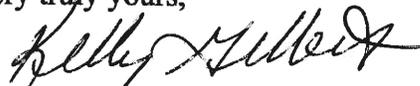
"[A]re not intended to interfere with, abrogate or annul any code, rule, regulation or permit previously adopted or issued, and not in conflict with any provision of this Development Code ...

"[N]or is it intended by this Development Code to interfere with, abrogate or annul any easement, covenant [in this case, Wild Horse Estates recorded CC&Rs] or other agreement between parties ..."
(Emphasis added.)

Though the Wild Horse HOA is not currently in effect, the recorded CC&Rs were created to represent the land owners. The CC&Rs govern any HOA and in its absence, the CC&Rs govern the homeowners, until and unless a majority vote records any changes.

In summary, the Town of Florence's attempt to rezone the Wild Horse Estates residential neighborhood with definitions that are only permitted for Commercial Zoning classifications is in conflict with it's own Development Code, and should be denied, or at the very least, resubmitted to uphold it's own Codes, i.e., not to interfere with established covenants.

Very truly yours,



Kelly R. Gilbert

Email: quiktype@comcast.net

Enclosure

cc: Vice-Mayor Tom Smith, w/enc.
Councilmember Vallarie Woolridge, w/enc.
Councilmember Ruben Montano, w/enc.
Councilmember Tom Celaya, w/enc.
Councilmember Bill Hawkins, w/enc.
Councilmember Tara Walter, w/enc.
Mark Eckhoff, AICP, w/enc.
Lisa Clark, w/enc.
Dedrick Denton, w/enc.
All Registered Home Owners, w/o enc.

Mayor Tom Rankin
November 4, 2013
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Vice-Mayor Tom Smith
Town of Florence
775 N Main ST
PO Box 2670
Florence, AZ 85132

Councilmember Vallarie Woolridge
Town of Florence
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Councilmember Ruben Montano
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Councilmember Tara Walter
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Mark Eckhoff, AICP
Community Development Director
Town of Florence
600 N Main ST
PO Box 2670
Florence, AZ 85132

Mayor Tom Rankin
November 4, 2013
Page 5

Ms. Lisa Garcia
Deputy Town Manager/Town Clerk
775 N Main ST
PO Box 2670
Florence, AZ 85132

Dedrick Denton
PINAL COUNTY PLANNING &
DEVELOPMENT DEPARTMENT
31 N. PINAL, BLDG. F
PO BOX 2973
FLORENCE, AZ 85132

BOBBI RABB
JENNIFER COX
23607 N CHAPS DR
FLORENCE AZ 85132

THOMAS HILBURN
17891 S MEAD RD
SAEGERTOWN PA 16433

BRENDA PROTASIEWICZ
CHARLES MCFARLAND
23805 N MUSTANG WAY
FLORENCE AZ 85132

RODOLFO & LUDIVINA RAMOS
7158 E IVYGLEN CIR
MESA AZ 85207

DEAN BAILEY
23717 N MUSTANG WAY
FLORENCE AZ 85132

PAUL TEFFT
23673 N MUSTANG WAY
FLORENCE AZ 85132

DAVID HINES
23629 N MUSTANG WAY
FLORENCE AZ 85132

STEWART & JANICE GREEN
23585 N MUSTANG WAY
FLORENCE AZ 85132

MERLE & LOREE JEGTVIG
1581 225TH ST N
HAWLEY MN 56549

PATRICK & DIANE STIMSON
23497 N MUSTANG WAY
FLORENCE AZ 85132

RUTH JONES
CARRIE SEARS
23453 N MUSTANG WAY
FLORENCE AZ 85132

JOHN STEIEN
MICKY MCGRAW
1807 1ST AVE NE
STEWARTVILLE MN 55976

JAMES MAXWELL
23365 N MUSTANG WAY
FLORENCE AZ 85132

DUSTIN & JESSICA MELTON
23321 N MUSTANG WAY
FLORENCE AZ 85132

DAVID & LAURA QUELLETTE
10195 E PINTO PONY DR
FLORENCE AZ 85132

CHARLENE SMILEY
10143 E PINTO PONY DR
FLORENCE AZ 85132

FRANK & LENA DEAL
10089 E PINTO PONY DR
FLORENCE AZ 85132

MATTHEW HIPHER
10063 E PINTO PONY DR
FLORENCE AZ 85132

FRANK MARR
PO BOX 705
FLORENCE AZ 85132

JOSEPH & CAROL BILBREY
10011 E PINTO PONY DR
FLORENCE AZ 85132

BENNY & KAREN GRAVES
9985 E PINTO PONY DR
FLORENCE AZ 85132

JAMES & JANET BYRD
9959 E PINTO PONY DR
FLORENCE AZ 85132

TONY & JANICE YATES
9933 E PINTO PONY DR
FLORENCE AZ 85132

RAMON MAES
9907 E PINTO PONY DR
FLORENCE AZ 85132

RAYMOND PARKER
9881 E PINTO PONY DR
FLORENCE AZ 85132

ANH NGUYEN
4057 CARL ST
WAUSAU WI 54403

JOHN & LINDA UHLIK
23566 N CHAPS DR
FLORENCE AZ 85132

LARRY & SHERRI HASTIN
23594 N CHAPS DR
FLORENCE AZ 85132

SHAWN FREDRICKSON
23622 N CHAPS DR
FLORENCE AZ 85132

TRISHA LOWERY
23650 N CHAPS DR
FLORENCE AZ 85132

MICHAEL & LORETTA BECK
23664 N CHAPS DR
FLORENCE AZ 85132

THOMAS & MARCY PHAM
23678 N CHAPS DR
FLORENCE AZ 85132

MAES VENTURES LLLP
4940 E CHOLLA ST
SCOTTSDALE AZ 85254

EDWIN & ELAINE NEWFIELD
23706 N CHAPS DR
FLORENCE AZ 85132

GARY LUNDIN
10063 E TWIN SPURS LN
FLORENCE AZ 85132

MICHAEL & MONICA VICKERS
10037 E TWIN SPURS LN
FLORENCE AZ 85132

SANDRA WALKER
10011 E TWIN SPURS LN
FLORENCE AZ 85132

KL ALEXANDER PROPERTIES
PO BOX 1040
SERGEANT BLUFF IA 51054

BILL CHUN FAN
2123 W SHAWNEE DR
CHANDLER AZ 85224

J DOUGLAS ADCOX
PO BOX 9602
CHANDLER HEIGHTS AZ
85127

BRYON & ROSALIE RADKE
2979 E PALOMA RD
ELOY AZ 85131

LESLIE SMITH &
NANCY CINCOTTA
530 E HUNT HWY STE 103
SAN TAN VALLEY AZ 85143

PATRICK & RHONDA MAGILL
PO BOX 311
FLORENCE AZ 85132

TERENCE MAKDAD
9723 E PINTO PONY DR
FLORENCE AZ 85132

CANDACE WALTZ
9697 E PINTO PONY DR
FLORENCE AZ 85132

MARK & JUDY LEACH
9671 E PINTO PONY DR
FLORENCE AZ 85132

DAVID & CYNTHIA MARTIN
5319 E CALLE REDONDA
PHOENIX AZ 85018

RACHELLE NICHOLS
1097 SYCAMORE DR
MILLBRAE CA 94030

HEIDI & DENNIS MOORE
SIGRID WRETSCHKO
9571 E TWIN SPURS LN
FLORENCE AZ 85132

NILKALA MAYBERRY
9469 E TWIN SPURS LN
FLORENCE AZ 85132

TIMOTHY & LOUISE GATES
PO BOX 2831
FLORENCE AZ 85132

ROBERT DOENGES
9466 E TWIN SPURS LN
FLORENCE AZ 85132

ANTHONY GUTIERREZ
9518 E TWIN SPURS LN
FLORENCE AZ 85132

MICHAEL EDGAR
9570 E TWIN SPURS LN
FLORENCE WA 85132

JOHN VISTAUNET
COYLINDA WALL
9622 E TWIN SPURS LN
FLORENCE AZ 85132

RAYMOND & ROSE MANGAN
9726 E TWIN SPURS LN
FLORENCE AZ 85132

PATRICIA LOWERY
9778 E TWIN SPURS LN
FLORENCE AZ 85132

KENNETH REDDING
9830 E TWIN SPURS LN
FLORENCE AZ 85132

KEAVY KENNEDY
SCOTT SEERY
9882 E TWIN SPURS LN
FLORENCE AZ 85132

MARGARET WHITE
PO BOX 942
LAKESIDE AZ 85929

WILLIAM & ALICIA MYERS
9986 E TWIN SPURS LN
FLORENCE AZ 85132

CHARLES BUXTON
10038 E TWIN SPURS LN
FLORENCE AZ 85132

KENNETH, KEVIN & LINDA
KROSCHER
52077 SJODAHL RD
SANDSTONE MN 55072

ANNEMARIE OCOSTA
10142 E TWIN SPURS LN
FLORENCE AZ 85132

RICHARD & CAROL MAES
4940 E CHOLLA ST
SCOTTSDALE AZ 85254

STEPHEN GEBHARDT
9649 E TWIN SPURS LN
FLORENCE AZ 85132

THEODORE & JOANNE
CARPENTER
9727 E TWIN SPURS LN
FLORENCE AZ 85132

MICHAEL SKELTON
9825 E TWIN SPURS LN
FLORENCE AZ 85132

CALVEEN SCHMIDT
23758 N BRIDLE WAY
FLORENCE AZ 85132

OREN W HANKINS III
2235 ROCKHURST BLVD
COLORADO SPRINGS CO
80918

DANIEL BLAKEMORE
23677 N CHAPS DR
FLORENCE AZ 85132

JEANNE CURRY
23691 N CHAPS DR
FLORENCE AZ 85132

TYLER & NICOLE DAVIS
23705 N CHAPS DR
FLORENCE AZ 85132

MEGAN APPLGATE
CODY CARPENTER
23582 N MUSTANG WAY
FLORENCE AZ 85132

JEFFEREY & JONATHAN
BYERLY
211 HABEGGER LOOP
MONTEREY TN 38574

EDWARD & KANDY CHAPPEL
23472 N MUSTANG WAY
FLORENCE AZ 85132

LINDA STROUSE
10036 E PINTO PONY DR
FLORENCE AZ 85132

DANIEL & FRANCES ARNETT
350 ALBANY ST APT 2G
NEW YORK NY 10280

JARRETT & BARBARA
CARSON
9956 E PINTO PONY DR
FLORENCE AZ 85132

JAMES & DONNA TILLEY
9930 E PINTO PONY DR
FLORENCE AZ 85132

BERTRAM & KELLY PAMPANIN
9904 E PINTO PONY DR
FLORENCE AZ 85132

To Whom It May Concern

I am writing this letter to voice my concerns and opinions of the topics at hand.

I chose to buy my house in Wild Horse Estates because it was the perfect starter home for my family. Also my family and I have the lease on the state land directly across from the development, where we run a herd of cattle and horses. The proximity made it an ideal place for us to manage our property and have a nice home. The people in the neighbor hood seemed very friendly and our animals were welcome.

Recently I have had unauthorized pictures taken of my home, property, and animals and complaints filed against me for things that are occurring on my own property.

I do not agree with or condone the behavior of some of my neighbors, if you have a problem with me or my animals please come and talk to me like an adult. I also do not agree with the county/towns decision to force changes on people who have lived in this community peacefully for several years.

I do not file complaints when neighbors drive through my property on their quads, sand rails, and razors to get to the desert that backs up to my house where they ride (do I ride my horses through your yard). Nor do I complain in the summer when those same neighbors ride up and down our fence line in those same loud vehicles into all hours of the night everyday of the summer.

Everyone has hobbies and everyone has a right to pursue their passion. Mine happens to be my horses and the sport of rodeo. This means my animals, which rarely make any noise, are one in the same with your quads, sand rails, and motorcycles. If I have to get rid of my hobbies then you should have to get rid of your hobbies as well. What makes them any different? If you do not like animals, dust or flies, you live in the wrong part of town.

I am not in favor of, or do I agree with any of the following:

I am not in favor of the Annexation.

I will not be a part of an HOA. Nor will I be dictated to by a group of people on a power trip about what I can and cannot do on my property. I bought and payed for my house and my property and should be able to do with it what I will, within reason. If you want to have a say you are more than welcome to pay my mortgage.

I am in favor of:

All animals that are currently residing in the neighbor hood shall be allowed to stay (grandfathered in); asking me to get rid of my horses would be like asking someone to get rid of a member of their family. Ask yourselves if you would ask anyone to give up a member of their family.

I thank you for your time and consideration.

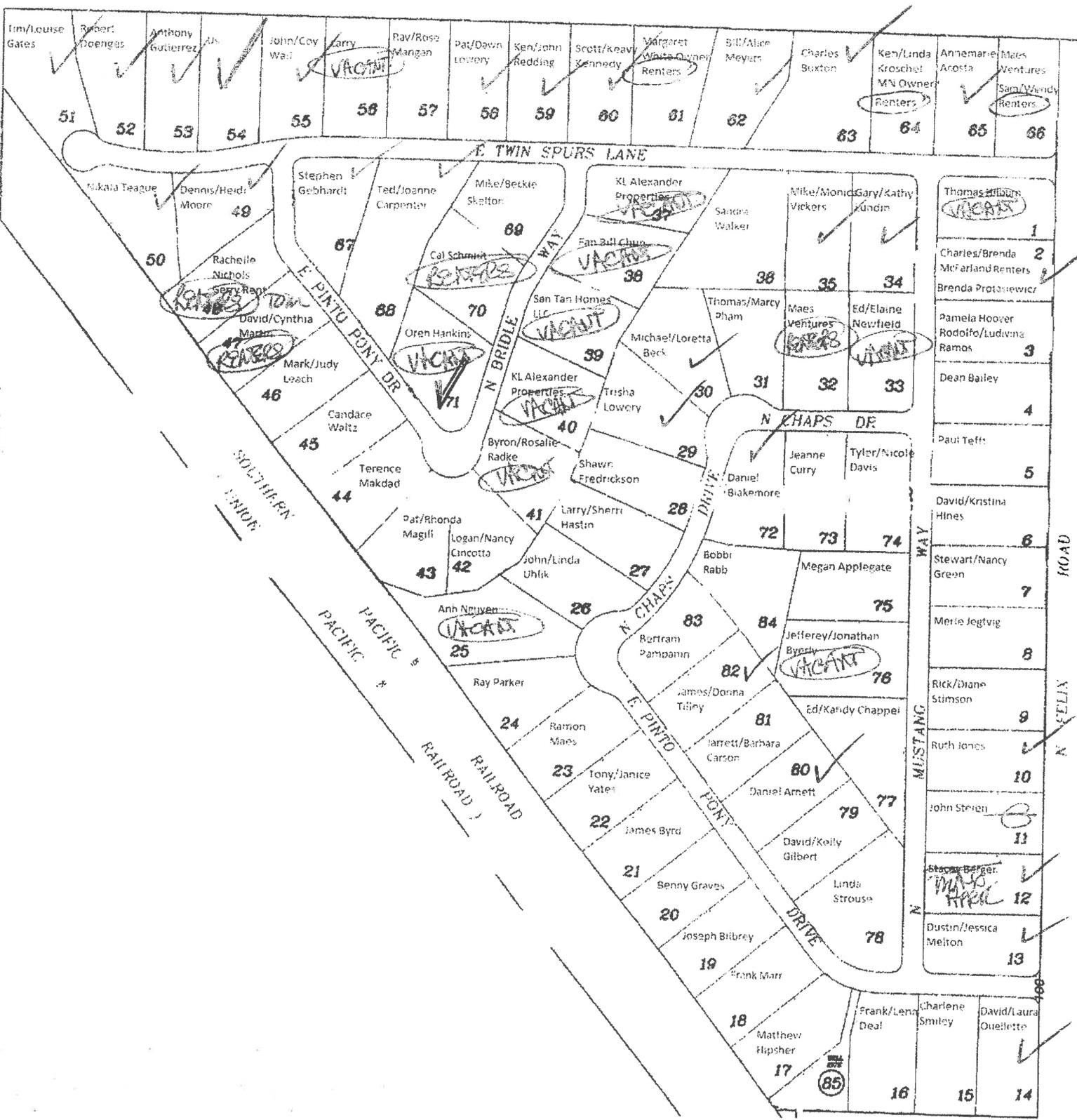
Nihale Jeague (mayberry)

9409 E. Twin Spurs LN

Florence AZ 85132

ANIMALS

SEE MAP 200-31



Dear Wild Horse Estates Property Owner: Are you in favor, in the event we are annexed, for current property owners to keep their existing livestock and pets? Would you like to see future zoning allow 4 livestock animal units per parcel regardless of lot size? Would you like the proposed zoning restrictions to apply to new property owners?

YES to ALL Questions

Lot # 1	Signature	Date
2	<i>Chad McFarland</i>	<i>11/14/13</i>
3		
4		
5		
6		
7		
8		
9		
10	<i>Ruth Jones</i>	<i>11-15-13</i>
11		
12	<i>[Signature]</i>	<i>11-15-13</i>
13	<i>Jessica A. Melto</i>	<i>11-15-13</i>
14	<i>David Ouellette / Leebles</i>	<i>11-15-13</i>
15		

Dear Wild Horse Estates Property Owner: Are you in favor, in the event we are annexed, for current property owners to keep their existing livestock and pets? Would you like to see future zoning allow 4 livestock animal units per parcel regardless of lot size? Would you like the proposed zoning restrictions to apply to new property owners?

YES to ALL Questions

Lot #16	Signature	Date
17		
18		
19		
20		
21		
22		
23		
24	<i>Kay Parker</i>	
25		
26		
27		
28		
29	<i>Tom</i>	<i>11/15/13</i>
30	<i>NOBODY Joretta Beale</i>	<i>11/13/14</i>

Dear Wild Horse Estates Property Owner: Are you in favor, in the event we are annexed, for current property owners to keep their existing livestock and pets? Would you like to see future zoning allow 4 livestock animal units per parcel regardless of lot size? Would you like the proposed zoning restrictions to apply to new property owners?

YES to ALL Questions

Lot #31	Signature	Date
32		
33		
34	<i>Gary Lundin</i>	11/19/13
35	<i>MR Vash</i>	11/20/13
36		
37		
38		
39		
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41		
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45		

Dear Wild Horse Estates Property Owner: Are you in favor, in the event we are annexed, for current property owners to keep their existing livestock and pets? Would you like to see future zoning allow 4 livestock animal units per parcel regardless of lot size? Would you like the proposed zoning restrictions to apply to new property owners?

YES to ALL Questions

Lot #46	Signature	Date
47		
48		
49	<i>Heidi Monk</i>	<i>11/20/13</i>
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60	<i>Scott Drey + Keaney Kennedy</i>	<i>11-19-13</i>

Dear Wild Horse Estates Property Owner: Are you in favor, in the event we are annexed, for current property owners to keep their existing livestock and pets? Would you like to see future zoning allow 4 livestock animal units per parcel regardless of lot size? Would you like the proposed zoning restrictions to apply to new property owners?

YES to ALL Questions

Lot #46	Signature	Date
47		
✓ 48		
49		
50	<i>Nikola Jovanovic</i>	11/20/13
51	<i>Shirley A. Kelly</i>	11/20/13
52	<i>Robert D. Dwyer</i>	11-20-13
53	<i>Arthur W. ...</i>	11-20-13
* 54		
55	<i>John Ostromer</i>	11/20/13
56		
57		
* 58	<i>Patricia Howey</i>	11/20/13
Ken 59	<i>Kenneth W. Reldy</i>	11/20/13
60		

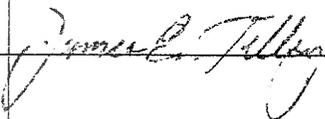
Dear Wild Horse Estates Property Owner: Are you in favor, in the event we are annexed, for current property owners to keep their existing livestock and pets? Would you like to see future zoning allow 4 livestock animal units per parcel regardless of lot size? Would you like the proposed zoning restrictions to apply to new property owners?

YES to ALL Questions

Lot #61	Signature	Date
62	<i>Luigi M. [unclear]</i>	11-20-13
63	<i>Charles C. Bayne</i>	11-20-13
64		
65	<i>Annemarie Acosta</i>	11/20/2013
66		
67	<i>[unclear]</i>	11/21/2013
68	<i>Joanne Carpenter</i>	11-21-13
69		
70		
* 71		
72	<i>DJ Blakemore</i>	11-13-13
73		
74		
75		

Dear Wild Horse Estates Property Owner: Are you in favor, in the event we are annexed, for current property owners to keep their existing livestock and pets? Would you like to see future zoning allow 4 livestock animal units per parcel regardless of lot size? Would you like the proposed zoning restrictions to apply to new property owners?

YES to ALL Questions

Lot #76	Signature	Date
77		
78		
79		
80		11-15-13
81		
82		11/15/13
83		
84		

Dear Wild Horse Estates Property Owner: Are you in favor, in the event we are annexed, for current property owners to keep their existing livestock and pets? Would you like to see future zoning allow 4 livestock animal units per parcel regardless of lot size? Would you like the proposed zoning restrictions to apply to new property owners?

YES to ALL Questions

Lot #61	Signature	Date
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63		
64		
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71	o	
72		
73		
74		
75		

Signature: *Oren W. Hankins*

Email: orenhankins@gmail.com

Animals YES

EchoSign Document History

November 25, 2013

Animals YES is a 501(c)(3) non-profit organization. We are currently seeking donations of any amount to help us continue our work. We would like to see you on our list of donors. Please contact us at info@animalsyes.org for more information.

YES to ALL Questions

Document ID: [Redacted]

Created: [Redacted]

By: [Redacted]

Status: [Redacted]

Transaction ID: [Redacted]

Created:	November 13, 2013
By:	keleanavis@gmail.com
Status:	SIGNED
Transaction ID:	X2KRG64T96R2WZF

"Animals YES" History

- Document created by keleanavis@gmail.com
November 13, 2013 - 7:24 PM PST - IP address: 199.66.168.88
- Document emailed to Oren W Hankins (orenhankins@gmail.com) for signature
November 13, 2013 - 7:25 PM PST
- Document viewed by Oren W Hankins (orenhankins@gmail.com)
November 25, 2013 - 10:47 AM PST - IP address: 75.163.196.98
- Document esigned by Oren W Hankins (orenhankins@gmail.com)
Signature Date: November 25, 2013 - 10:48 AM PST - Time Source: server - IP address: 75.163.196.93
- Signed document emailed to Oren W Hankins (orenhankins@gmail.com) and keleanavis@gmail.com
November 25, 2013 - 10:48 AM PST

Dear Wild Horse Estates Property Owner: Are you in favor, in the event we are annexed, for current property owners to keep their existing livestock and pets? Would you like to see future zoning allow 4 livestock animal units per parcel regardless of lot size? Would you like the proposed zoning restrictions to apply to new property owners?

YES to ALL Questions

Lot #46	Signature	Date
47		
48		
49		
50		
51		
52		
53		
54	Will Edgeman	11-16-13
55		
56		
57		
58		
59		
60		

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 10a.
MEETING DATE: January 21, 2014 DEPARTMENT: Community Development STAFF PRESENTER: Mark Eckhoff, AICP Community Development Director SUBJECT: Resolution No. 1418-14: Pre-Annexation and Development Agreement with DQCRESTFIELD, LLC.		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Motion to adopt Resolution No. 1418-14, entering into a Pre-Annexation and Development Agreement (PADA) with DQCRESTFIELD, LLC.

BACKGROUND/DISCUSSION:

The proposed Arizona Farms Annexation area encompasses a land area of approximately 1,171 acres, or 1.89 square miles. The annexation area is generally bound by the Copper Basin Railroad to the west, Felix Road to the east, Arizona Farms Road to the north and the Anthem at Merrill Ranch community to the south.

DQCRESTFIELD, LLC, owns approximately 53 acres within the subject annexation area, all of which are contained within the platted Crestfield Manor subdivision. Within the 53 acres, the owner has 360 lots that are ready for new home development. The owner expects to commence development on these lots within the next one to three years, depending upon market conditions.

FINANCIAL IMPACT:

Overall positive, entering into this PADA facilitates the successful completion of the Arizona Farms Annexation and promotes new development and population growth within the Town of Florence. It is noted that the PADA commits to not increase Development Impact Fees for the subject lots for the first 5 years of the term of the PADA.

RECOMMENDATION:

Motion to adopt Resolution No. 1418-14, entering into a Pre-Annexation and Development Agreement with DQCRESTFIELD, LLC.

ATTACHMENT:

Resolution No. 1418-14
PADA with DQCRESTFIELD, LLC.

RESOLUTION NO. 1418-14

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE PRE-ANNEXATION AND DEVELOPMENT AGREEMENT WITH DQCRESTFIELD, LLC., AN ARIZONA LIMITED LIABILITY COMPANY, AND AUTHORIZING EXECUTION OF SUCH PRE-ANNEXATION AND DEVELOPMENT AGREEMENT (ANNEXATION NO. 2013-02 – “CRESTFIELD MANOR” PROPERTY).

WHEREAS, the Town of Florence is authorized pursuant to A.R.S. § 9-500.05 to enter into development agreements and generally is authorized to enter into contracts; and

WHEREAS, DQCRESTFIELD, LLC., the “Owner” plans to develop approximately 53 acres of land located as legally described on Exhibit “A” attached hereto (the “Property”), and desires to annex the Property into the town limits of Florence; and

WHEREAS, the proposed development of the Property and the Pre-Annexation and Development Agreement are consistent with the Town of Florence General Plan applicable to the Property as of the date of this Resolution; and

WHEREAS, the Pre-Annexation and Development Agreement provides for various matters relating to the development of the Property, including the approval of a development plan, duration of the Pre-Annexation and Development Agreement, the conditions, terms and requirements applicable to public services and infrastructure and the financing of same, the permitted uses of the Property and the density and intensity of such uses, the phasing over time of construction and development on the Property and other matters related to the development of the Property.

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

1. The Pre-Annexation and Development Agreement between the Town of Florence and the Owner, which sets forth a development plan and the terms and conditions for the annexation and development of approximately 53 acres of property is hereby approved, adopted, and made a part hereof as if fully set out in this Resolution. If the Town does not annex the Property in a timely manner following adoption of the Pre-Annexation and Development Agreement, or if the Town rescinds the Resolution annexing the Property, the Town promptly and within thirty days of the adoption of this Resolution shall rescind this Resolution.
2. The Mayor of the Town of Florence is authorized to and shall execute the Pre-Annexation and Development Agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona this 21st day of January 2014.

Tom J. Rankin, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

James E. Mannato, Town Attorney

EXHIBIT "A"

Parcel No. 1:

Lots 139 through 193, inclusive, Lots 217 through 224 inclusive, Lots 226 through 230 inclusive and Lots 233 through 242 inclusive, of Crestfield Manor at Arizona Farms Village Parcel 3, according to the plat of record in the office of the County Recorder of Pinal County, Arizona, recorded in Cabinet F, Slide 9.

Parcel No. 2:

Lots 243 through 303, inclusive of Crestfield Manor at Arizona Farms Village Parcel 4, according to the plat of record in the office of the County Recorder of Pinal County, Arizona, recorded in Cabinet F, Slide 10.

EXHIBIT A

PARCEL No. 1

(Crestfield 144)

LOTS 304 THROUGH 400 AND LOTS 404 THROUGH 447, INCLUSIVE, OF CRESTFIELD MANOR AT ARIZONA FARMS VILLAGE PARCEL 5, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA, RECORDED IN CABINET F, SLIDE 11.

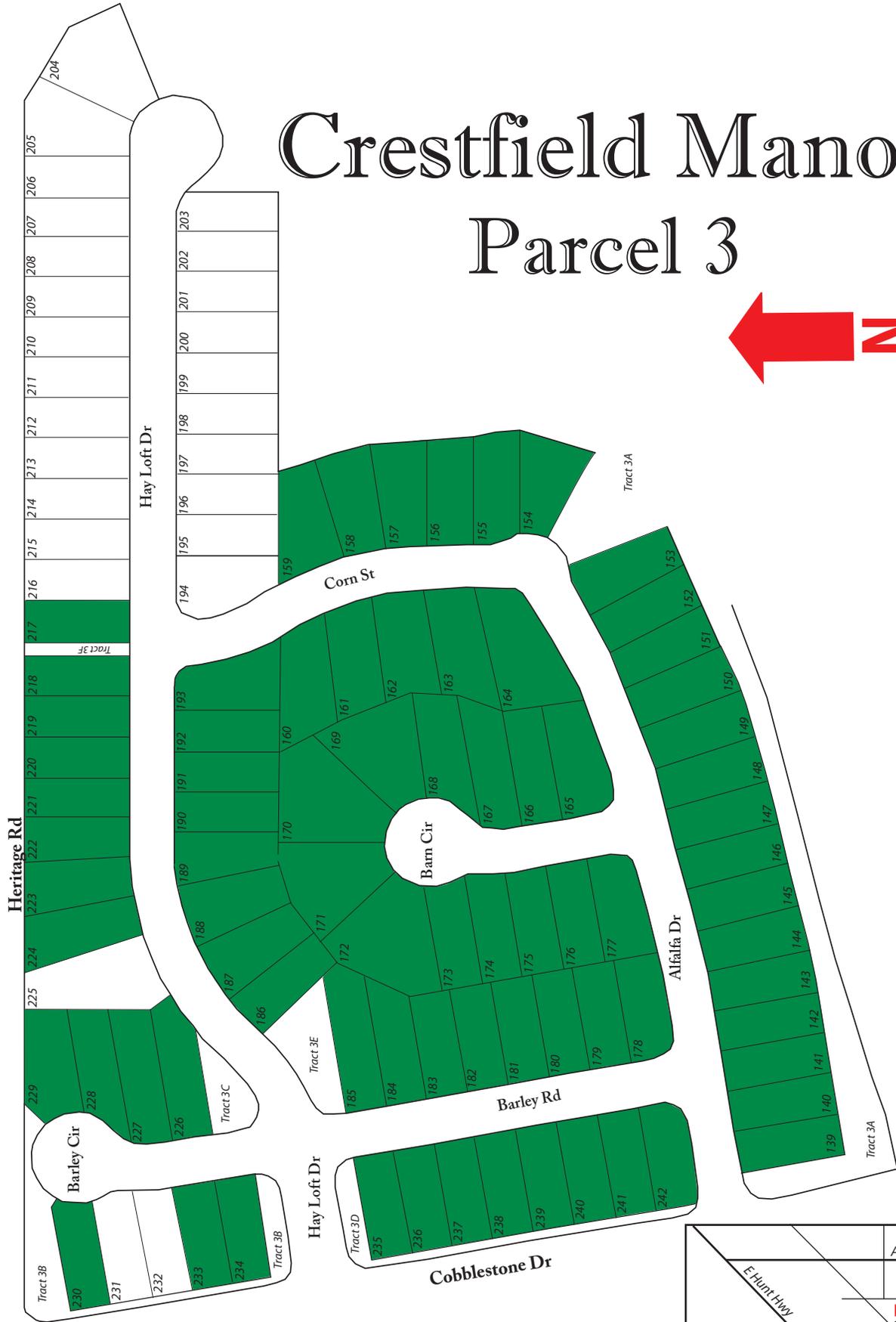
PARCEL No. 2

(Crestfield 85)

LOTS 448 THROUGH 464 INCLUSIVE, 467 THROUGH 502 INCLUSIVE, 506 THROUGH 527 INCLUSIVE, 532 and 533, 536 THROUGH 538 INCLUSIVE, OF CRESTFIELD MANOR AT ARIZONA FARMS VILLAGE PARCEL 6, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA, RECORDED IN CABINET F, SLIDE 12

EXHIBIT B

Crestfield Manor Parcel 3



- Vacant Lot
- House
- Not a part if blank

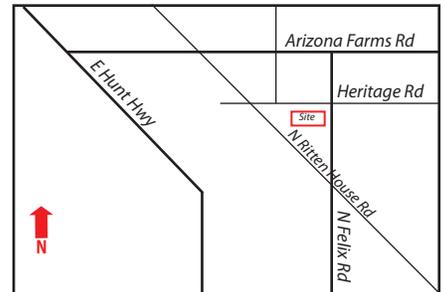
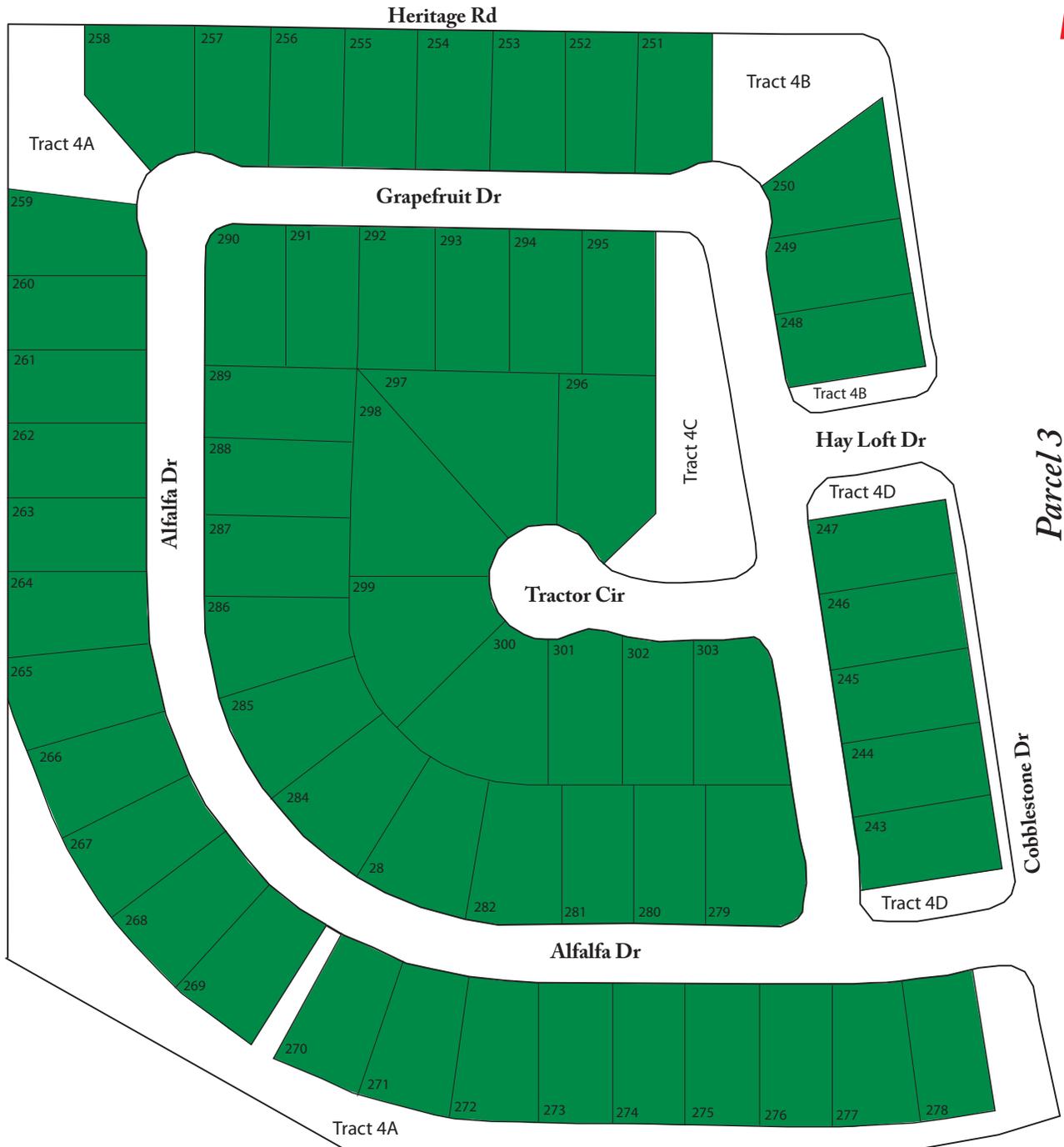


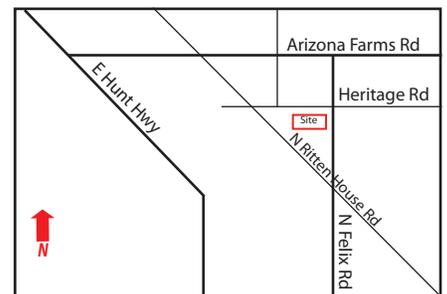
EXHIBIT B

Crestfield Manor

Parcel 4



- Vacant Lot
- House
- Not a part if blank



Crestfield Manor

Parcel 5

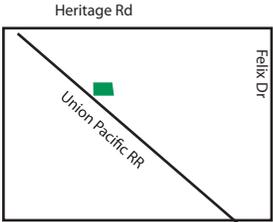
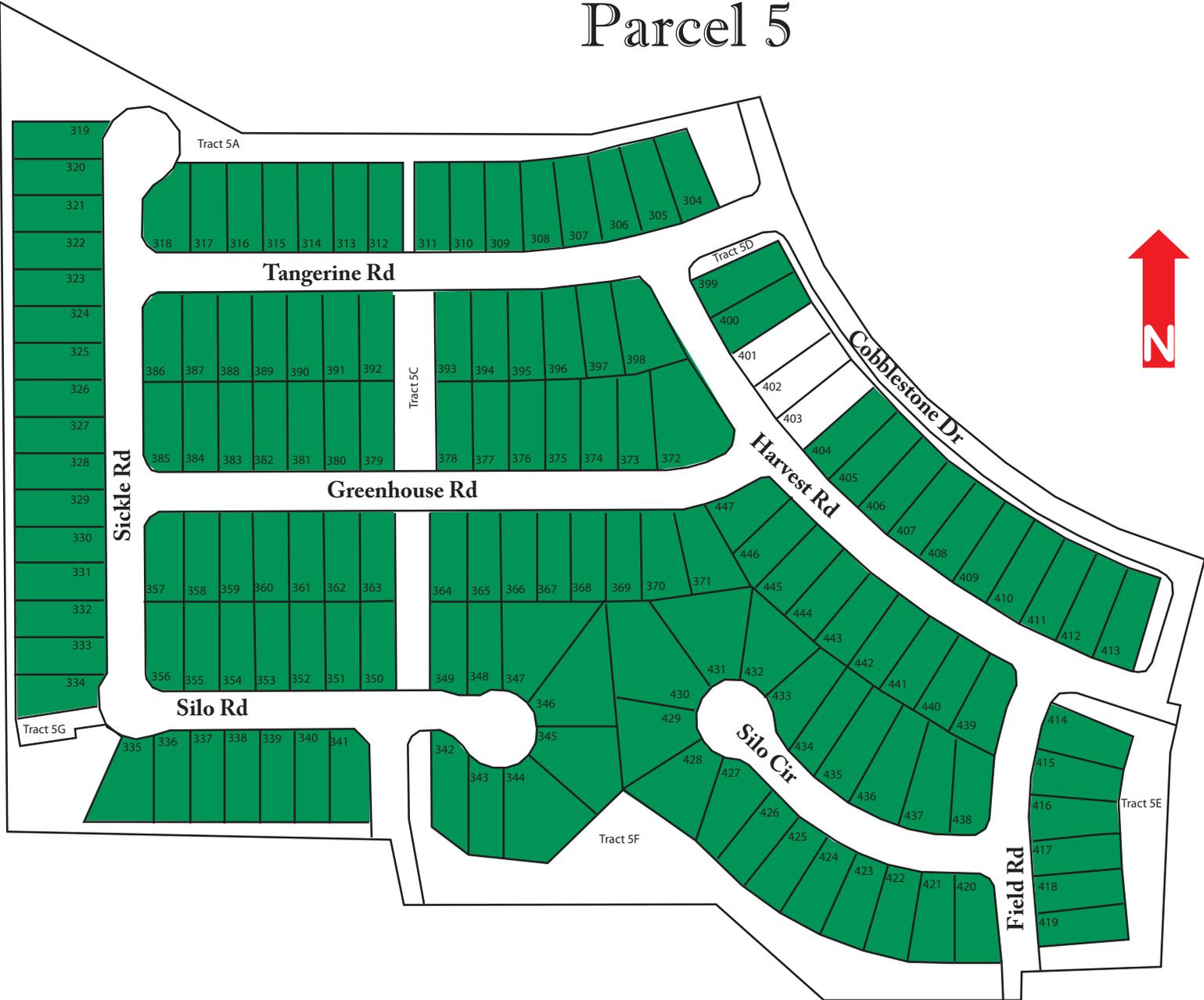


EXHIBIT B

Crestfield Manor

Parcel 6

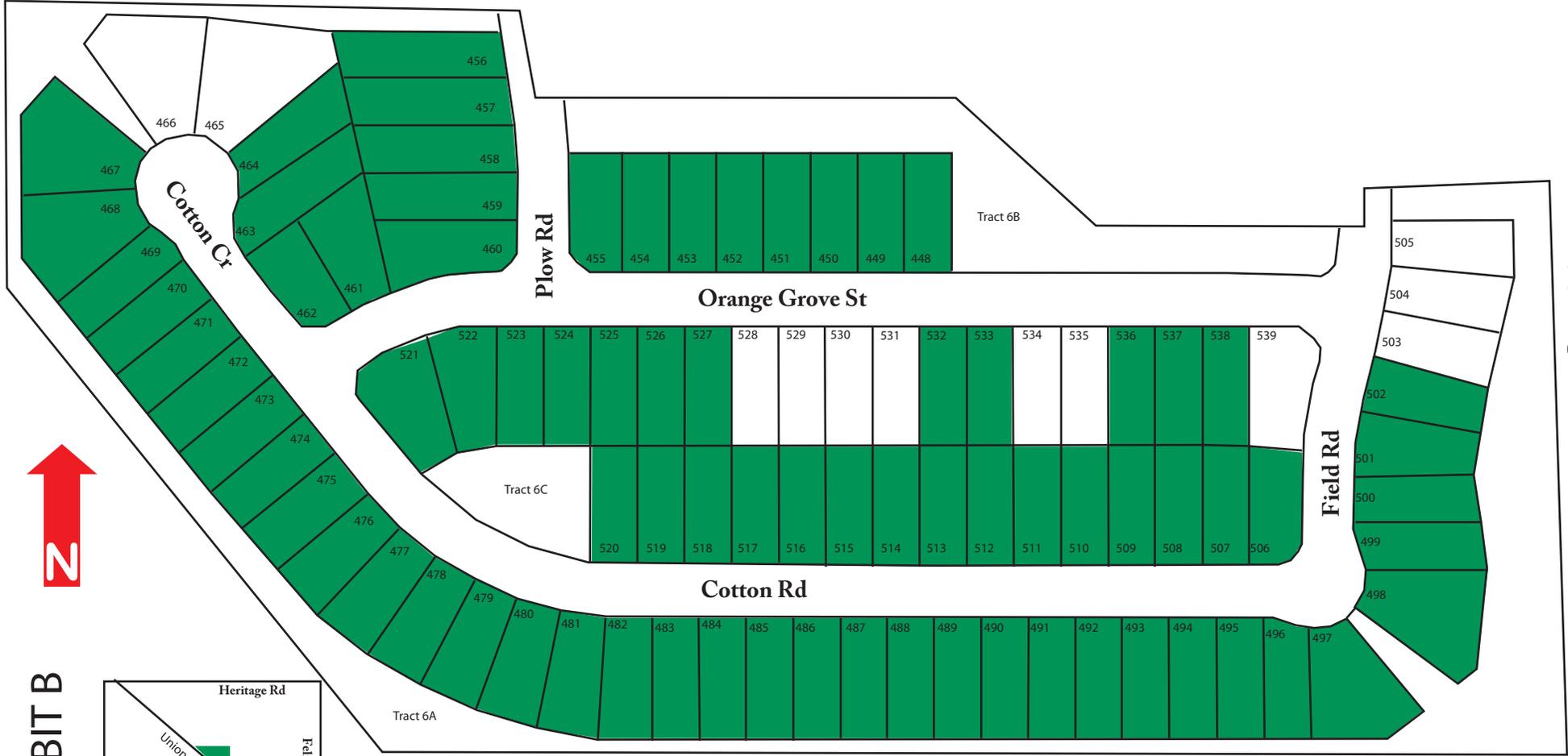


EXHIBIT B

EXHIBIT C

UTILITY DEVELOPMENT IMPACT FEES

WATER

Meter Size	Fee
5/8" - 3/4"	\$3,330
1"	\$5,550
1 1/2"	\$11,101
2"	\$22,201
3"	\$35,522
4"	\$55,503
6"	\$111,007
8"	\$266,415
10"	\$421,825
12"	\$555,031

WASTEWATER

Meter Size	Fee
5/8" - 3/4"	\$4,105
1"	\$6,841
1 1/2"	\$13,684
2"	\$27,369
3"	\$43,789
4"	\$68,422
6"	\$136,843
8"	\$328,422
10"	\$522,154
12"	\$684,213

Single family: Attached and detached one-family dwelling units, modular, and manufactured homes;

Multi-family: All attached dwelling units such as duplexes and condominiums, mobile homes, apartments, and dormitories;

Commercial: All commercial, office, retail, institutional, and hotel/motel development;

Industrial: All manufacturing and warehouse development.

Ordinance # 568-11, November 21, 2011

NON-UTILITY DEVELOPMENT IMPACT FEES

TRANSPORTATION

Land Use Category	Unit	Fee Per Unit
Single Family	Housing Unit	\$583
Multi-Family	Housing Unit	\$410
Commercial	1,000 sq. ft.	\$2,618
Industrial	1,000 sq. ft.	\$425

POLICE

Land Use Category	Unit	Fee Per Unit
Single Family	Housing Unit	\$913
Multi-Family	Housing Unit	\$657
Commercial	1,000 sq. ft.	\$171
Industrial	1,000 sq. ft.	\$98

FIRE / EMERGENCY MEDICAL SERVICES

Land Use Category	Unit	Fee Per Unit
Single Family	Housing Unit	\$1,096
Multi-Family	Housing Unit	\$788
Commercial	1,000 sq. ft.	\$629
Industrial	1,000 sq. ft.	\$362

PARKS AND OPEN SPACE

Land Use Category	Unit	Fee Per Unit
Single Family	Housing Unit	\$857
Multi-Family	Housing Unit	\$617
Commercial	1,000 sq. ft.	\$162
Industrial	1,000 sq. ft.	\$92

LIBRARY

Land Use Category	Unit	Fee Per Unit
Single Family	Housing Unit	\$0
Multi-Family	Housing Unit	\$0
Commercial	1,000 sq. ft.	\$0
Industrial	1,000 sq. ft.	\$0

Single family: Attached and detached one-family dwelling units, modular, and manufactured homes;

Multi-family: All attached dwelling units such as duplexes and condominiums, mobile homes, apartments, and dormitories;

Commercial: All commercial, office, retail, institutional, and hotel/motel development;

Industrial: All manufacturing and warehouse development.

Ordinance # 568-11, November 21, 2011

WHEN RECORDED, RETURN TO:

Town of Florence
Attn: Town Clerk
PO Box 2670
775 North Main Street
Florence, AZ 85132

**PRE-ANNEXATION AND DEVELOPMENT AGREEMENT FOR
ARIZONA FARMS ANNEXATION: ANNEXATION 2013-02
“CRESTFIELD MANOR” PROPERTY**

TOWN OF FLORENCE, ARIZONA, an Arizona municipal corporation

AND

DQCRESTFIELD, LLC, an Arizona limited liability company

DATE: _____, 2014

**PRE-ANNEXATION AND DEVELOPMENT AGREEMENT
FOR
ARIZONA FARMS ANNEXATION: ANNEXATION 2013-02
“CRESTFIELD MANOR” PROPERTY**

THIS PRE-ANNEXATION AND DEVELOPMENT AGREEMENT (the “Agreement”) is entered into this ____ day of _____, 201_ (the “Effective Date”) by and between the TOWN OF FLORENCE, an Arizona municipal corporation (the “Town”), and DQCRESTFIELD, LLC, an Arizona limited liability company (the “Owner”).

RECITALS

A. The Owner is the owner of certain property, or has received the necessary consent to include certain property located in Pinal County, Arizona consisting of approximately 53 acres all as legally described in Exhibits “A” and “B” attached hereto and incorporated herein by reference (the “Property”).

B. Owner and the Town desire that the Property be annexed into the corporate limits of the Town and be developed as an integral part of the Town. The annexation and development of the Property pursuant to this Agreement and the Arizona Farms Planned Area Development Narrative approved by Pinal County, is acknowledged by the parties hereto to be consistent with the Town’s General Plan. The annexation of the Property would allow the Town to provide for high-quality development in the area and ensure orderly, controlled and quality growth in the Town.

C. Owner and the Town are entering into this Agreement pursuant to the provisions of Arizona Revised Statutes (“A.R.S.”) § 9-500.05 in order to facilitate the annexation, proper municipal zoning designation and development of the Property by providing for, among other things: (i) conditions, terms, restrictions and requirements for the annexation of the Property by the Town; (ii) the permitted uses for the Property; (iii) the density and intensity of such uses; and (iv) other matters related directly or indirectly to the development of the Property.

D. A blank annexation petition has been filed with Pinal County and meetings and hearings have been held in connection with the annexation of the Property into the Town. The Town agrees that the Planned Unit Development zoning (“PUD”) designation allowing underlying land usage consistent with Town of Florence R1-6 Zoning District, as modified per the Arizona Farms Planned Area Development Narrative, is an appropriate designation for this Property and that the PUD zoning is designed to establish proper and beneficial land use designations and regulations, densities, provisions for public facilities, design regulations, procedures for administration and implementation and other matters related to the development of the Property in accordance with the PUD zoning designation.

E. Owner and the Town acknowledge that the ultimate development of the Property within the Town is a project of such magnitude that Owner requires assurances from the Town that Owner has the right to complete the development of the Property pursuant to, amongst other things, the PUD plan before it will expend substantial efforts and costs in the development of the Property,

and the Town requires assurances from Owner that development of the Property will be in accordance with the Plan and the terms and conditions of this Agreement.

F. Without limiting the foregoing, the Town and Owner acknowledge that the development of the Property pursuant to this Agreement will result in significant planning and economic benefits to the Town by: (i) encouraging investment in and commitment to comprehensive planning, which will result in efficient utilization of municipal and other public resources; (ii) requiring development of the Property to be consistent with the Town's General Plan and the approved PUD plan; (iii) providing for the planning, design, engineering, construction, acquisition, and/or installation of public infrastructure in order to support anticipated development of the Property and the larger land area that includes the Property; (iv) increasing tax and other revenues to the Town based on improvements to be constructed on the Property; (v) creating employment through development of the Property consistent with this Agreement; and/or (vi) creating quality housing and other uses for citizens of the Town. The Town and Owner acknowledge that the development of the Property pursuant to this Agreement will result in significant benefits to Owner, including present and future assurances to Owner that it will have the ability to develop the Property in accordance with this Agreement and the PUD plan.

G. Among other things, development of the Property in accordance with this Agreement and the PUD plan will result in the planning, design, engineering, construction, acquisition, installation, and/or provision of public services/infrastructure improvements that will support development of the Property.

H. The public services/infrastructure improvements to be provided by Owner, while necessary to serve development within the Property, may also be needed in certain instances to facilitate and support the ultimate development of a larger land area that includes the Property.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements set forth herein, the parties hereto state, confirm and agree as follows:

AGREEMENT

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this Agreement as though fully restated.
2. Annexation. Subsequently or concurrently with its approval of this Agreement, the Town, having held public meetings thereon, will duly consider final approval of the annexation of the Property into the Town. Prior to or concurrently with the execution of this Agreement by the Town and Owner, Owner will deliver to the Town an appropriate Petition for Annexation duly executed by all necessary property owners and satisfying the applicable statutory requirements (the "Annexation Petition"). Upon receipt of the Annexation Petition, the Town shall comply with the provisions of A.R.S. § 9-471 et seq. and, if determined to be in the best interest of the Town, adopt a final ordinance annexing the Property into the corporate limits of the Town (the "Annexation Ordinance"). The Town and Owner hereby acknowledge and agree that this Agreement shall automatically terminate and be of no force or effect if the Town's annexation of the Property does not become effective and final pursuant to A.R.S. § 9-471(D).

3. Zoning. Upon annexation, the Town shall follow the legally prescribed procedures under State and Town statutes and ordinances to give the property comparable zoning, which shall be a Planned Unit Development zoning (“PUD”) designation allowing underlying land usage consistent with Town of Florence R1-6 Zoning District, as modified per the Arizona Farms Planned Area Development Narrative. The Owner on behalf of itself and all other parties having an interest in the Property intends to encumber the Property with the following agreements and waivers. Owner agrees and consents to all the conditions imposed by this Agreement and the comparable zoning, and by signing this Agreement waives any and all claims, suits, damages, compensation and causes of action for diminution in value of the Property the owner of the Property may have now or in the future under the provisions of the Private Property Rights Protection Act, A.R.S. 12-1131 et seq., (the “Act”) resulting from this Agreement, the comparable zoning, the underlying land use as identified in Exhibits C and D or from any “land use law” (as such term is defined in the Act) enacted, adopted or applied by the Town during the term of this Agreement. Owner acknowledges and agrees the terms and conditions set forth in this Agreement and the comparable zoning cause an increase in the fair market value of the Property and such increase exceeds any possible reduction in the fair market value of the Property caused by any future land use laws, rules, ordinances, resolutions or actions permitted by this Agreement and adopted or applied by the Town to the Property. Owner and the Town understand and agree that the waivers contained in this Paragraph 3 are binding upon Owner’s successors in interest and assigns pursuant to the provisions of A.R.S. 9-500.05(D). The Town agrees to cooperate reasonably in processing, in a timely manner, any approvals of issuance of permits, plans, plats, or otherwise as may be necessary in order to allow for the development to be constructed in general conformance with the PUD.

4. PUD Amendment. The Town and the Owner acknowledge that amendments to the PUD may be necessary from time to time. When the parties agree that changes or adjustments are necessary or appropriate from time to time they shall, unless otherwise required by Town ordinance, by state or federal statute, effectuate minor changes or adjustments through administrative amendments which may be approved by the Town’s Community Development Director, and which, after execution, shall be attached to the PUD as an addendum and become a part thereof. If, in the future, the Town amends one or more of its zoning designations and/or districts, Owner shall have the option to convert the zoning designation(s) under the PUD to the equivalent zoning designations under such amended development ordinance(s), subject to notice and hearing requirements of applicable law. The exercise by Owner of such option and any approval by the Town shall not be deemed to constitute or to require an amendment of this Agreement, and, unless otherwise required by law, no such minor amendments shall require prior notice or hearing. All major changes or amendments shall be reviewed by the Planning Commission and approved by the Town Council. The following are major changes:

- (a) Any material alteration to the list of permitted uses of the Property or locations of planned land uses set forth in the PUD as deemed to be substantial by the Community Development Director;
- (b) Any increase in the overall residential density in excess of ten percent;

- (c) Any material change in the development standards except as otherwise allowed by the PUD; and/or
- (d) Additional material circumstances as described in the PUD Narrative and PUD Ordinance.

5. Additional Property. The Town hereby agrees to consider, and, if determined in its sole discretion to be in the best interest of the Town, amend this Agreement, from time to time and in accordance with typically applicable notice and hearing requirements solely at the request of Owner, to incorporate into this Agreement the whole or any portion of additional properties adjacent to or proximate to the Property (the “Additional Property”). The Town and Owner agree that if Owner elects to request from Town the incorporation of such Additional Property or portions thereof: (1) thereafter, such Additional Property may be included in the Property and shall be subject to and shall benefit from all provisions of the Agreement applicable thereto and any reference herein to the Property shall include such Additional Property, which may increase the maximum density of the Property; (2) the Town and Owner shall cooperate in order for the Additional Property to receive the necessary land use approvals, including any necessary amendment to the PUD; and (3) the plans and land use designations approved for any Additional Property shall thereafter apply to the applicable Additional Property.

6. Regulation of Development.

- (a) The Applicable Rules. Except as provided in Paragraph 5(c) and 5(g) below, all exactions, fees, ordinances, rules and regulations of the Town applicable to and governing the development of the Property, shall be those ordinances, rules, regulations, permit requirements, development fees, impact fees, other exactions and requirements and/or official policies that are existing and in force for the Town as of the execution of this Agreement.
- (b) The Permissible Additions to the Applicable Rules. Notwithstanding the provisions of subparagraph (a) above and the provisions enumerated below, the Town may enact the following provisions, and take the following actions, which shall be applicable to and binding on the development of the Property:
 - (i) rules that the Owner may agree in writing apply to the development of the Property;
 - (ii) rules of the Town enacted as necessary to comply with mandatory requirements imposed on the Town by the state or federal governments, including court decisions, and other similar superior external authorities beyond the control of the Town, provided that, in the event any such mandatory requirement prevents or precludes compliance with this Agreement, if permitted by law such affected provisions of this Agreement shall be modified as may be necessary to achieve the required level of compliance with such mandatory requirement;

- (iii) rules of the Town reasonably necessary to alleviate legitimate severe threats to public health and safety, including, but not limited to, fire, flood, periodic inundation and acts of war or terrorism, in which event any rules, imposed in an effort to contain or alleviate such a legitimate severe threat to public health and safety shall be the most minimal and the least intrusive alternative practicable and, except in a bona fide emergency, may be imposed only after public hearing and shall not, in any event, be imposed arbitrarily; and
 - (iv) technical codes adopted by the Town pursuant to the Florence Development Code, as well as future updates of, and amendments to, existing building, construction, plumbing, mechanical, electrical, drainage, and similar construction and safety related codes, such as the International Building Code, which updates and amendments are generated by a nationally recognized construction or safety organization, such as the International Conference of Building Officials, or by the county, state or federal governments or by the Maricopa Association of Governments (the "MAG") provided that such code updates and amendments shall be applied uniformly and not arbitrarily.
- (c) Development Impact Fees. The Town's Development Impact Fees that shall be imposed upon the Property for a period of five (5) years commencing from the effective date of the annexation, shall be the fees then in effect and applicable at the time the blank annexation petition was filed, which is attached as Exhibit "C", unless a lesser fee is applicable at the time a building permit is issued by the Town. After the five (5) year period and for the duration of this Agreement, the Town's Development Impact Fees that will be imposed upon the Property shall be the fees then in effect and applicable at the time of permitting. Any fees which are due on residential dwelling units shall be payable when construction permits for the dwelling units are issued.
- (d) Filing, Review and Permit Fees. Notwithstanding anything to the contrary in this Agreement, Owner will be required to pay the then applicable filing fees, plan review fees, permit fees and building fees in effect at the time of issuance of any filing, review or permit issuance. Development Impact Fees shall be paid in accordance with Paragraph 5(c) above.
- (e) Reimbursements. Promptly after the Town submits invoices to Owner, Owner shall pay the Town's costs and expenses incurred in connection with the exercise of the Town's powers of condemnation or eminent domain at the request of the Owner or as required by the terms of this Agreement.
- (f) Flood Control. Flood control measures for the property shall comply with the requirements of the United States Army Corp of Engineers and all applicable state and local laws, regulations and ordinances; and, to the extent they are not superseded by the requirements of the United States Army Corp of Engineers or

state and local laws, regulations and ordinances, the requirements of the Pinal County Flood Control District.

- (g) Building Codes. For development in progress at the time this Agreement becomes effective, the Town will grandfather construction plans, including standard production home plans within active recorded subdivisions, approved by Pinal County. New subdivisions and plans introduced after annexation shall comply with minimum applicable Town standards and codes.

7. Plat and Plan Approval. The Town hereby agrees to take in a timely manner all action necessary, including but not limited to processing plats which are in conformation with the PUD, so that the Owner is not unreasonably delayed in the development of the Property as provided in the PUD. In taking such actions, the Town may exercise its discretion in the manner provided by law. Town further agrees that Preliminary Plat approvals shall be valid for a period of two years, with possible extensions as permitted by Town codes. Preliminary/Tentative Plats and Final Plats, as well as accompanying civil improvement plans, approved by Pinal County and consistent with the PUD shall be transferable to the Town so long as approvals are current at the time of annexation, approved plans are provided to the Town and any applicable public safety concerns are adequately addressed. Transferred approved plans and plats shall be valid for two years from the effective date of annexation, except in the case of recorded Final Plats, which shall remain valid if infrastructure assurances are in place per paragraph 9 (c) and/or subdivision improvements are completed and accepted by the Town.

8. Vested Rights. The types of land uses, together with the densities of such uses for each development parcel on the Property, as shown in the PUD are hereby established. The Town agrees that, for the term of this Agreement, Owner shall have an immediate right to develop the Property in accordance with this Agreement, the PUD, the land uses established within the PUD and the Town's General Plan.

9. Infrastructure.

- (a) Infrastructure Plan. Except as otherwise provided in this Agreement, so long as Owner proceeds with the development of the Property, Owner may implement and phase the infrastructure improvements to the Property in conformance with an infrastructure plan jointly approved by the Town and Owner (the "Infrastructure Plan"), which Infrastructure Plan may be modified from time to time with the Town's approval, which approval shall not unreasonably be withheld, conditioned or delayed. Town hereby agrees that the Infrastructure Plan shall exclude, and the Owner shall not be required to obtain the approval by the Town, of water infrastructure improvements or wastewater infrastructure improvements, which improvements shall be the responsibility of the Owner and/or the Water Service Provider (as hereinafter defined) and Wastewater Service Provider (as hereinafter defined) to construct pursuant to Paragraphs 10(a) and 10(b). Owner agrees to construct the water infrastructure improvements and wastewater infrastructure improvements in accordance with all other applicable regulations, laws and ordinances. The Town agrees to consider Owner's request for the condemnation of sewer, utility, and drainage easements and rights-of-way if such easements and

rights-of-way are determined by the Town to be necessary to complete the infrastructure anticipated by this Agreement, but in any event the use of eminent domain or condemnation is in the sole discretion of the Town. Owner agrees to reimburse Town for the costs of any such condemnation, including, but not limited to, land and property rights acquisition costs, attorneys' fees and costs of suit. Town agrees to consult with Owner regarding offers of settlement in the event of eminent domain or condemnation actions.

(b) Construction. The parties hereto acknowledge and agree that to the extent the Owner develops the Property, the Owner shall have the right and the obligation, at any time after the execution of this Agreement, to construct or cause to be constructed and installed, in accordance with all applicable rules, regulations, construction standards, and governmental review processes, all portions of the Infrastructure Plan that relate to the phase or portion of the Property to be developed by Owner at any given time. All such construction performed by Owner shall be performed in a good and workmanlike manner and in compliance with all applicable requirements, standards, codes, rules or regulations of the Town. The parties hereto acknowledge and agree that the Town, as necessary to implement the Infrastructure Plan, shall cooperate reasonably in facilitating construction of the infrastructure, including, but not limited to, the abandonment of any unnecessary public rights-of-way or easements currently located on the Property at such time as such rights-of-way or easements are demonstrated to be unnecessary by the final plat.

(i) The construction and installation of public or private streets, curbs, gutters, sidewalks, traffic control, directional signs and other public infrastructure and public facilities on the Property as required by the PUD and any applicable state and local regulations, laws and ordinances (collectively, the "Infrastructure") shall be subject to and in compliance with applicable state and local regulations, laws and ordinances. Owner shall cause all Infrastructure required by the PUD to be constructed and installed at no cost to the Town. Such Infrastructure may be constructed in segments that correspond to the phases, if any, set forth in the PUD. All Infrastructure shall be installed in a workmanlike manner in conformity with the plans and specifications that are submitted to and approved by the Town in connection with the PUD or each phase.

(ii) Dedication of Infrastructure by Owner shall not constitute acceptance of the Infrastructure for purposes of transferring the obligation to maintain and repair the Infrastructure to the Town or for purposes of starting the Town's warranty period. Acceptance of any and all Infrastructure by the Town for purposes of the Town assuming any maintenance and repair obligations and for purposes of commencing the warranty period shall be expressly evidenced in writing by the Town as provided herein.

(iii) Upon completion by Owner of any Infrastructure pursuant to Paragraph 10(a), Owner shall notify the Town in writing of the presumptive

completion of such Infrastructure. So long as such Infrastructure is constructed in accordance with the approved plans and the requirements of Paragraph 10(a), as verified by the inspection of the completed improvements by the Town Engineer including the completion of all punch list items, the Town shall accept the Infrastructure, unless such Infrastructure is to be owned or accepted by some other governmental entity. The Town shall notify Owner, in writing, of the Town's acceptance of the Infrastructure as of the day of the final inspection. Acceptance of any Infrastructure is expressly conditioned upon the usual and customary Town warranty for such Infrastructure. Owner, at no cost to Town, shall dedicate rights-of-way or convey public easements necessary for the construction, installation, operation and maintenance of the Infrastructure as required by Town, which rights-of-way or easements may be located adjacent to or in other public and private rights-of-way or easements.

- (iv) Owner shall give to Town a one (1) year warranty for all Infrastructure, which warranty shall begin on the date that Town accepts the Infrastructure as provided in this section or such other date as set forth in a service agreement. Any deficiencies in material or workmanship identified by Town's staff during the warranty period that would adversely impact the public health and safety of residents shall be brought to the attention of Owner, who shall promptly remedy or cause to be remedied such deficiencies to the reasonable satisfaction of Town's staff. Any other deficiencies in material or workmanship identified by Town's staff during the warranty period shall be remedied collectively to the reasonable satisfaction of Town's staff at the conclusion of the warranty period. Continuing material deficiencies in a particular portion of the Infrastructure shall be sufficient grounds for Town to require (1) an extension of the warranty for an additional period, or (2) the proper repair of, or (3) the removal and reinstallation of that portion of the Infrastructure that is subject to such continuing deficiencies. Regardless of whether the warranty period has expired, the Owner agrees to repair any damage to the Infrastructure caused by Owner's construction activities on the Property. Nothing contained herein shall prevent the Town or Owner from seeking recourse against any other third party for damage to the Infrastructure caused by such third party.
- (v) The Owner agrees to forever maintain all (i) rights-of-way designated as private rights-of-way by the PUD, unless such rights-of-way are dedicated by Owner and accepted by the Town; and (ii) landscaping located within the public easements and rights-of-way located on the Property and such obligations shall survive the termination or expiration of this Agreement; provided, however, Owner may assign these obligations to one or more home owners' associations ("HOA") provided such HOA is legally bound to such rights-of-way and landscaping maintenance obligations and has adequate financial ability, acceptable to the Town, to bear such

obligations. Once the Town has consented to the assignment of these obligations to an HOA, Owner shall be relieved of any further obligation to maintain the rights-of-way and landscaping.

- (c) Infrastructure Assurance. The parties hereto acknowledge and agree that the Town, prior to the recording of the final plat for each phase of the subdivision within the Property, shall require the Owner and/or its designees, successors, assigns, grantees or buyers under contract, to provide assurances that are reasonable to assure that the installation of Infrastructure within that subdivision, or other subdivision improvements directly related to such building permit or permits, will be completed (“Infrastructure Assurance”). In such case, the Owner may elect, with the approval of the Town, which approval shall not be unreasonably withheld, any one or a combination of the following methods of Infrastructure Assurance. All Infrastructure Assurances provided by the Owner shall comply with the applicable provisions of the Town’s Subdivision Ordinance relating to such Infrastructure Assurances. Final Plats recorded in Pinal County shall have their Infrastructure Assurances transferred to the Town immediately upon annexation. The options are as follows:
- (i) Owner and/or its assignees, designees, grantees and purchasers under contract is required to file with the Town a performance bond; or
 - (ii) Owner and/or its assignees, designees, grantees and purchasers under contract is required to deliver to the Town an irrevocable and unconditional declining letter of credit which, if necessary, will be acknowledged by the Town in accordance with the appropriate Lender’s requirements; or
 - (iii) Letter of financial assurance from Owner’s lender or the lender of Owner’s assignees, designees, grantees and purchasers under contract; or
 - (iv) Contractor’s performance bond; or
 - (v) Dual beneficiary declining letter of credit; or
 - (vi) Performance deed of trust; or
 - (vii) Third party trust; or
 - (viii) Any other method approved by the Town and Owner consistent with State statutes and Town’s subdivision ordinance.

Once the required Infrastructure Assurance has been complied with, the Owner (or, as applicable, the Owner’s assignees, designees, grantees and purchasers under contract) shall have the right, with the approval of the Town, which approval shall not be unreasonably withheld, to replace such initial method of Infrastructure Assurance, either in whole or in part, with any of the other above methods of Infrastructure Assurance. The Town agrees that within ten (10) working days from the Town’s approval of the particular completed Infrastructure for which the Town

has required and the Owner has provided Infrastructure Assurance, the Town shall release such Infrastructure Assurance, in whole or in part, as may be appropriate under the circumstances, in the manner provided in the applicable Subdivision Ordinance.

- (d) Infrastructure and Improvement Financing. The Parties acknowledge that a primary purpose of this Agreement is to provide for the coordinated planning, design, engineering, construction and/or provision of the range of public services/infrastructure improvements necessary to serve new development of the Property. The Town acknowledges and agrees that such infrastructure improvements may be constructed, at Owner's request, through the formation of a Community Facilities District (the "CFD") pursuant to Arizona law, including, but not limited to, A.R.S. § 48-701 et seq. In the event Owner requests the Town to form any CFD, the Town will consider such request in accordance with the Town's adopted CFD Policies and Procedures, and if approved, shall adopt the necessary resolution of intention, and conduct such procedures as are necessary to form the applicable CFDs as required by Arizona law. However, nothing contained herein shall be construed to compel the Town to form a CFD or for the CFD, if formed, to finance any Infrastructure. Owner shall provide all necessary information and shall pay all reasonable and customary Town costs, including costs of legal review by Town counsel, as specified in the Town's CFD Policies and Procedures and the Town's Schedule of Fees, as such may be amended from time to time, in connection with its request for any CFD formation. The Parties agree that the Town must act in accordance with its CFD Policies and Procedures as to the formation of any CFD contemplated under this Paragraph 9(d).
- (e) Street Lights. There will be no Street Lighting Improvement District (SLID) on the Property excepted as mutually agreed upon, however, streetlights will be required within the Property and will be constructed according to either of: 1) Town standards; 2) as grandfathered by existing development; or 3) as may be approved in the PUD.
- (f) Infrastructure Payback Agreement. In the event that the Town imposes upon Owner the obligation to oversize its infrastructure improvements or to provide additional public improvements ("Additional Improvements"), the Town agrees not to impose said obligation on Owner in such a manner that will impede or delay the Owner's ability to complete the development of its Property on the schedule or in the manner originally planned by Owner prior to the Town's imposition of such a requirement.
 - (i) Upon completion of the Additional Improvements, Owner's project engineer will provide the Town with the actual costs of the land and construction of such improvements, together with a diagram of any benefited properties other than Owner's property, and a statement of the proportionate share attributable to each of the benefited properties ("Proportionate Share"). The Town shall have the right to review and approve the project engineer's submittal for a period of thirty (30) days, said approval to be

commercially reasonable. The Town shall thereafter require each owner of a benefited property, prior to the issuance of a building permit for the benefited property, to pay to the Town its Proportionate Share plus an additional five percent (5%) to pay for the administrative fee retained by the Town as provided below.

- (ii) At the time of payment calculation for benefited properties, the payment due shall be adjusted as follows:
 - 1. Calculate the percent increase in either the Engineering News Record (ENR) – Construction Cost Index (CCI) or Building Cost Index (BCI) between:
 - a. the most recently published ENR-CCI or ENR-BCI at the time of the adjustment; and
 - b. the ENR-CCI or ENR-BCI for the same month of the previous year.
 - 2. Multiply the development impact fee in effect in the year immediately prior to the Adjustment; and
 - 3. Add the resulting amount to the development impact fee in effect in the year immediately prior to the adjustment.
- (iii) Within thirty (30) days of receiving payment pursuant to Paragraph 9(e)(ii) above, Town will reimburse Owner in the amount of such payment, less an administrative fee equal to five percent (5%) of each payment which shall be retained by Town. Any credit or offset to which Owner is entitled to pursuant to this Paragraph 9(e) shall be credited to Owner pursuant to a written amendment to this Agreement, which the Town and Owner agree to negotiate at such time as the costs of such Additional Improvements have been determined and the benefited properties have been identified.

10. Utility Services.

- (a) Potable Water Service. The Town acknowledges and agrees that Johnson Utilities, L.L.C. (“JUC”), or another entity under the common control of JUC (collectively, the “Water Service Provider”) has, or is in the process of obtaining the necessary governmental approvals (collectively, the “Water Service Approvals”) to become the potable water service provider to the Property. At no cost or expense to the Town, the Town agrees to cooperate with and support the Water Service Provider in obtaining the Water Service Approvals if necessary. Upon the Water Service Provider demonstrating that it has the Water Service Approvals, the Property will no longer be considered within the municipal service area of the Town with respect to water service and Owner shall have no responsibility to the Town to construct water infrastructure improvements of any kind or to pay water hook-up fees, water impact fees or other similar fees to the Town.

- (b) Wastewater Service. The Town acknowledges and agrees that JUC, or another entity under the common control of JUC (collectively, the “Wastewater Service Provider”)has, or is in the process of obtaining the necessary governmental approvals (collectively, the “Wastewater Service Approvals”) to become the wastewater service provider to the Property. At no cost or expense to the Town, the Town agrees to cooperate with and support the Wastewater Service Provider in obtaining the Wastewater Service Approvals if necessary. Upon the Wastewater Service Provider demonstrating that it has the Wastewater Service Approvals, the Property will no longer be considered within the municipal service area of the Town with respect to wastewater service and Owner shall have no responsibility to the Town to construct wastewater infrastructure improvements of any kind or to pay wastewater hook-up fees, wastewater impact fees or other similar fees to the Town.
- (c) Other Services. The Town, or an entity designated by Town, shall provide trash collection services to the Property. The Town shall provide police and fire protection services to the same extent and upon the same terms, conditions and timeliness as those services are being provided to other properties throughout the Town. Owner, or an entity designated by Owner, shall provide cable television service to the Property, provided that any such cable television service provider has obtained a franchise agreement with the Town.
- (d) Reclaimed Water. Owner shall supply reclaimed water or effluent to the Property as needed by Owner, any successor to Owner, or to any HOA.

11. Plans Submittal. Owner shall submit all plats and plans to Town Staff. Development of the Property cannot occur until the Town has concurred that the plans comply with the PUD and Town standards. Town shall review said plans and provide Owner with its comments on these submittals in a timely manner. The Town may retain the services of a private company or individual (“Outside Review Agency”) to provide expedited development review processes only upon the request of Owner. The Town and Owner shall mutually agree on the Outside Review Agency selected from the Town’s list and the fee for such expedited review.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations, and understanding of the parties, oral or written, are hereby superseded and merged herein.

13. Amendment. No change or addition is to be made to this Agreement except by a written amendment executed by the Owner and the Town. Within ten (10) days after any amendment to this Agreement has been executed, such amendment shall be recorded in the official records of Pinal County, Arizona.

14. Default; Remedies. Failure or unreasonable delay by any Party to perform any term or provision of this Agreement for a period of ten (10) days after written notice thereof from another Party shall constitute a default under this Agreement. If the default is of a nature which is not capable of being cured within ten (10) days, the cure shall be commenced within such period,

and diligently pursued to completion. The notice shall specify the nature of the alleged default and the manner in which the default may be satisfactorily cured. In the event of a default hereunder by any Party, the non-defaulting Party shall be entitled to all remedies at both law and in equity, including, without limitation, specific performance.

- (a) Dispute Resolution. To further the cooperation of the parties in implementing this Agreement, the Town and the Owner each shall designate and appoint a representative to act as a liaison between the Town and its various departments and the Owner. The initial representative for the Town (the “Town Representative”) shall be the Town Manager and the initial representative for the Owner shall be its project manager, as identified by the Owner from time to time (the “Owner Representative”). The representatives shall be available at all reasonable times to discuss and review the performance of the Parties and the development of the Property.
 - (b) Mediation. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiations, the Parties agree first to try to settle the dispute through mediation before resorting to arbitration, litigation or some other dispute procedure. In the event that the Parties cannot agree upon the selection of a mediator within seven (7) days, either Party may request the Presiding Judge of the Pinal County Superior Court to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool.
15. Arbitration. If the mediation procedure set forth in Paragraph 14(b) above does not resolve a dispute, either party may submit, by demand letter, correspondence or notice, to the other party, such dispute to arbitration pursuant to this Paragraph 15. In such event, the dispute shall be subject to and decided by arbitration in accordance with the Rules for Non-Administered Arbitration of Business Disputes (the “Rules”) of the Center for Public Resources (the “CPR”) currently in effect, except as provided herein and except where modified by the provisions hereof.
- (a) Any arbitration arising out of this Agreement may include, by consolidation or joinder, or in any other manner, at the discretion of either the Owner or the Town, any other entities or persons whom the Owner of the Town, as the case may be, believes to be substantially involved in a common question of law or fact and who consent to jurisdiction of the arbitrator.
 - (b) The parties agree that the remedies available for the award by the arbitrator(s) under this Paragraph 15 in a dispute arising out of or relating to this Agreement or breach thereof shall be limited to specific performance and declaratory relief and the arbitrator may not issue an award of monetary damages, whether characterized as actual, consequential or otherwise, except as provided in Sub-paragraphs 15(e) and 15(h), and provided, however, that the arbitrator(s) may award the payment of an amount owed or may enjoin the withholding of amounts due under this Agreement.

- (c) Demand for arbitration shall be filed with the other party in accordance with the Rules and the notice provisions of the Agreement. A demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in question could be barred by the applicable statute of limitations.
- (d) In the event the amount in controversy is less than \$100,000, a sole arbitrator shall be appointed in accordance with the Rules. In the event the amount in controversy is \$100,000 or more, the demanding party shall appoint one party-appointed arbitrator in its notice demand for arbitration. The responding party may within ten (10) days, appoint a second party-appointed arbitrator. The party-arbitrators shall appoint a third arbitrator in accordance with the Rules. If the party-arbitrators fail to appoint a third arbitrator, the third arbitrator shall be appointed in accordance with the Rules. If the responding party fails to appoint a second party-arbitrator within the time so provided, selection of the second arbitrator shall be in accordance with the Rules.
- (e) The decision of the arbitrator(s) shall be in accordance with the laws of the State of Arizona and the United States. The arbitrator(s) shall prepare written findings of fact and conclusions of law upon which the decision and award shall be based. The arbitrator(s) may award compensatory damages pursuant to Paragraphs 15(b), 15(g) and 15(h) and reasonable attorneys' fees and reasonable costs to the prevailing party.
- (f) The arbitration shall occur within the municipal limits of the Town unless the parties agree otherwise in writing.
- (g) This agreement to arbitrate shall be specifically enforceable by either party under the prevailing laws of the State of Arizona and the United States. Any award rendered by the arbitrator(s) shall be final and enforceable by any party to the arbitration, and judgment shall be made upon it in accordance with the applicable laws of any court having jurisdiction thereof. The arbitrator(s) decision shall be final and conclusive as to the facts. Either party may appeal manifest errors of law to a court of competent jurisdiction within fifteen (15) days of the award. Notwithstanding anything in this Agreement to the contrary, if either party fails to take action consistent with the arbitrator(s) award within fifteen (15) days after demand, then the other party may either utilize the arbitration process set forth in this Paragraph 16 (but without limitation on remedy) or pursue in court any remedy available to it at law or in equity, including, without limitation, monetary damages, resulting from the failure to take action consistent with the arbitrator(s) award and/or the underlying dispute that was the subject of the arbitration.
- (h) Notwithstanding anything in this Agreement to the contrary, if either party believes the other party is exercising the rights under this Agreement in bad faith, the aggrieved party must notify the other party of the facts forming the basis of

the aggrieved party's assertion of bad faith. If the other party fails to cure the facts forming the basis of the aggrieved party's assertion of bad faith within fifteen (15) days after notice thereof, then such dispute shall be submitted to arbitration. If the arbitrator finds that a party has acted in bad faith, then the aggrieved party may request, and the arbitrator may award, any remedy available to the aggrieved party, at law or in equity, including without limitation, monetary damages.

- (i) Unless otherwise agreed in writing, and notwithstanding any other rights or obligations of either party under the Agreement, the Owner and the Town shall carry on with the performance of their respective duties, obligations and services hereunder during the pendency of any claim, dispute, or other matter in question giving rise to arbitration or mediation, as the case may be.
- (j) The dispute resolution process set forth in this Paragraph 15 shall not apply to an action by the Town to condemn or acquire by inverse condemnation all or any portion of the Property or to claims for injunctive relief or mandamus by either party. The failure by either party to perform or otherwise act in accordance with any term or provision of this Agreement for a period of thirty (30) days (the "Cure Period") after written notice thereof from the other party shall constitute a default. In the event such default is not cured within the Cure Period, the non-defaulting party shall have the right to seek injunctive relief or mandamus in a court of competent jurisdiction.
- (k) Notwithstanding anything in this Agreement to the contrary, the provisions of Paragraphs 14 and 15 shall not be construed or applied so as to prevent Owner or Town from seeking injunctive relief on an emergency basis to prevent immediate or irreparable harm.

16. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the Town or the Owner of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

17. Future Effect. Time is of the essence of this Agreement. All of the provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties hereof including, without limitation, to third party builders; provided, however, the Owner's rights and obligations hereunder may only be assigned to a person or entity that has acquired the Property or a portion thereof and only by a written instrument, recorded in the Official Records of Pinal County, Arizona, expressly assigning such rights and obligations.

Notwithstanding the foregoing, the Town agrees that the ongoing ownership, operation and maintenance obligations provided by this Agreement, other than those pertaining to construction of public infrastructure improvements, may be assigned to one or more HOAs to be established by the Owner. The Owner agrees to provide the Town with written notice of any assignment of the Owner's rights or obligations within 15 days after such assignment. In the event of a complete assignment by Owner of all rights and obligations of Owner hereunder, Owner's liability hereunder shall terminate effective upon the assumption by Owner's assignee. Nothing

in this Agreement shall operate to restrict the Owner's ability to assign any of its rights and obligations under this Agreement to those entities that acquire all or any portion of the Property.

18. Names and Plans. The Owner shall be the sole owner of all names, plans, drawings, specifications, ideas, programs, designs and work products of every nature at any time developed, formulated or prepared by or at the instance of the Owner in connection with the Property; provided, however, that in connection with any conveyance of portions of the Property to the Town such rights pertaining to the portions of the Property so conveyed shall be assigned, to the extent that such rights are assignable to the Town.

19. No Owner Representations. Nothing contained herein or in the PUD shall be deemed obligate the Town or the Owner to complete any part or all of the development of the Property.

20. Good Standing; Authority. Each of the parties and their assigns represents (and will represent) and warrants to the other that: (i) it is duly formed and validly existing under the laws of Arizona, with respect to the Owner, or a municipal corporation within the State of Arizona, with respect to the Town; (ii) that it is an Arizona corporation or municipal corporation or limited liability company duly qualified to do business in the State of Arizona and is in good standing under applicable state laws, and (iii) that the individual(s) executing this Agreement (or who will execute this Agreement) on behalf of their respective parties are authorized and empowered to bind the party on whose behalf each such individual is signing.

20. Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. If any applicable law or court of competent jurisdiction prohibits or excuses the Town from undertaking any contractual commitment to perform any act hereunder, this Agreement shall remain in full force and effect, but the provision requiring such action shall be deemed to permit the Town to take such action at its discretion, if such a construction is permitted by law.

21. Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of Arizona.

22. Choice of Forum. Notwithstanding A.R.S. § 12-408, any suit or action brought under this Agreement shall be commenced in Superior Court of the State of Arizona in and for the County of Pinal and may be removed therefrom only upon the mutual agreement of the Town and Owner.

23. Recordation. This Agreement shall be recorded in its entirety in the official records of Pinal County, Arizona, not later than ten (10) days after this Agreement is executed by the Town and the Owner.

24. Notice. Any notice, (delivered by mail, hand or federal express) assignment, payment or other communication provided for or required by this Agreement shall be in writing and shall be deemed to have been given when delivered by hand or when deposited in the United States Postal Service, certified or registered, return receipt requested, postage prepaid, properly addressed to the person to whom such notice is intended to be given at its respective addresses as follows:

The Town: Town Manager
Town of Florence
775 N. Main Street
PO Box 2670
Florence, Arizona 85132

With Copy To: Town Attorney
Town of Florence
775 N. Main Street
PO Box 2670
Florence, Arizona 85132

The Owner: DQCrestfield, LLC
4455 E. Camelback Rd. Suite C-240
Phoenix, AZ 85018
Attention: Kevin Pitts

The parties entitled to notice, including any assignees of this Agreement, may be changed by sending notice to the other parties of the name and address of the individual thereafter entitled to notice under this Agreement.

25. Effective Date and Term. This Agreement shall become effective and shall be binding upon and enforceable by all parties hereto, their successors and assigns, immediately upon the approval by the Town Council of this document. The term of this Agreement (the "Term") shall be for a period of the earlier of: (i) complete build-out of the Property, (ii) mutual termination by the parties, or (iii) fifteen (15) years from the date of recordation of this Agreement.

26. Attorneys' Fees. If any legal proceeding is initiated by any party hereto (or their successor(s)) with respect to this Agreement, the prevailing party shall be entitled to recover, in addition to any other relief to which it is entitled, its cost of suit incurred in connection with such legal proceeding, and its reasonable attorneys' fees.

27. Insurance Requirements. The Owner, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. rating of "A", or approved and licensed to do business in the State of Arizona with policies and forms satisfactory to the Town. All insurance required herein shall be maintained in full force and effect during the time that construction improvements are being made during the term of this Agreement; failure to do so may, at the sole discretion of the Town, constitute an event of default by the Owner under this Agreement. The Owner's insurance shall be primary insurance, and any insurance or self-insurance maintained by the Town shall not contribute to it. Any failure to comply with the claim reporting provisions of the policies or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect the Town. The insurance policies required by this Agreement shall name the Town, its agents, officers, officials and employees as additional Insureds.

(a) General Liability. The Owner shall, at its expense, maintain a policy of comprehensive public liability insurance with a limit of not less than \$1,000,000

for each occurrence and with a \$1,000,000 general aggregate limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement, which coverage will be at least as broad as Insurance Service Office, Inc., Policy Form CG 000211093 (October 2001 version). The coverage shall not exclude X, C, and U. Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as Insurance Service Office, Inc., Additional Insured, Form B, CG2O101185 (October 2001 version).

- (b) Automobile Liability. The Owner shall, at its expense, maintain a commercial / business automobile liability insurance policy with a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 each occurrence with respect to any of the Owner's owned, hired and non-owned vehicles assigned to or used in performance of this Agreement. Coverage will be at least as broad as coverage code I, "any auto", Insurance Service Office, Inc., Policy Form CA 00011293, or any replacements thereof. Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000.00 per accident limits for bodily injury and property shall apply.
- (c) Indemnification. Except as otherwise specifically provided in this Agreement, to the fullest extent permitted by law, the Owner shall protect, defend, indemnify and hold harmless the Town, its Council members, agents, officers, officials and employees from and against all suits, claims, demands, damages, losses, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and cleanup actions of any kind, together with expenses (including but not limited to attorneys' fees, court costs, the cost of appellate proceedings, and all claim adjusting and handling expenses), relating to, arising out of, resulting from or alleged to have resulted from the Owner's acts, errors, mistakes or omissions relating to any action or inaction of the Owner under this Agreement, including but not limited to the acts, errors, mistakes, omissions, work or services of the Owner's agents, employees, contractors, subcontractors or anyone for whose acts they or the Owner may be liable in the performance of this Agreement, and regardless of whether or not such claims, demands, damages, losses, liabilities, fines, charges, penalties, administrative and judicial proceedings, orders, judgments, remedial actions, costs, cleanup actions and expenses are caused in part by the passive negligence of the Town, its Council members, agents, officers, officials and employees. The Town shall remain responsible to the fullest extent permitted by law for any acts of active negligence by the Town, its Council members, agents, officers, officials and employees.
 - (i) The Owner's duty to defend, hold harmless and indemnify the Town, its Council members, agents, officers, officials and employees shall arise in

connection with any suits, claims, damages, losses or expenses that are attributable to or otherwise relate to, result from, or are alleged to have resulted from the Owner's acts, errors, mistakes or omissions relating to any action or inaction of the Owner under this Agreement, including but not limited to the acts, errors, mistakes, omissions, work or services of the Owner's agents, employees, contractors or anyone for whose acts they or Owner may be liable in the performance of this Agreement, regardless of the legal or equitable grounds upon which such suits, claims, damages, losses and expenses are based.

- (ii) The amount and type of insurance coverage requirements set forth herein are separate and independent from the indemnity provisions of this Agreement and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions of this Agreement. The indemnity provisions of this Agreement shall not be construed in any way to limit the scope, magnitude and applicability of the insurance provisions of this Agreement.
- (iii) The indemnity provisions of this Agreement shall survive the termination of this Agreement.

28. Lot Sale. It is the intention of the parties that although recorded, this Agreement shall not create conditions or exceptions to title or covenants running with any individual lots into which the Property is subdivided. Any title insurer can rely on this section when issuing any commitment to insure title to any individual lot or when issuing a title insurance policy for any individual lot. So long as not prohibited by law, this Agreement shall automatically terminate as to any individual lot (and not in bulk), without the necessity of any notice, agreement or recording by or between the parties, upon conveyance of the lot to a homebuyer by a recorded deed. For this section, "lot" shall be any lot upon which a home has been approved by the Town.

29. No Partnership; Third Parties. This Agreement is not intended to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between Owner and the Town or between any parties comprising Owner.

30. Compliance With Certain Federal and State Laws. The Owner hereby agrees to comply with all applicable provisions of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. If the Agreement contains provisions relating to the construction of public infrastructure improvements or the formation of a Community Facilities District pursuant to A.R.S. § 48 - 701 et seq., the Owner hereby agrees to comply with all applicable provisions of Arizona Revised Statutes ("A.R.S.") § 34 - 301 "Employment of Aliens on Public Works Prohibited", A.R.S. § 34 - 302 "Residence Requirements for Employees", and A.R.S. § 41-4401 "Government Procurement" (hereinafter referred to as the "Immigration Laws"). A breach of the Immigration Laws shall constitute a default of this Agreement and, if uncured, may subject the Owner to additional penalties including termination of the Agreement at the sole discretion of the Town. Notwithstanding anything contained in this Agreement to the contrary, Town retains the legal right to inspect the immigration papers or other residency documents of the Owner's, contractor's or any

subcontractor’s employees who perform work under this Agreement, to ensure that Owner, contractor and any subcontractors are complying with the Immigration Laws. Owner agrees not to hinder the Town in regard to any such inspections. The Town may, in its sole discretion, conduct random verification of the employment records of the Owner, contractor and any subcontractors to ensure compliance with the Immigration Laws. Owner shall not be deemed to have materially breached the Immigration Laws if the Owner establishes that it has complied with the employment verification requirements of the federal Immigration and Nationality Act, 8 U.S.C.A. §1324(a) and 8 U.S.C.A. §1324 (b)(1)(A), et seq., the E-Verify requirements of A.R.S. § 23 - 214(A) and if Owner includes the provisions of this section in any contract the Owner enters into with any and all of its contractors, which contracts shall contain provisions which require such contractors to include the provisions of this section in such contractors’ contracts with any subcontractors who provide services relating to the construction of public infrastructure improvements. “Services”, as used herein, are defined as the furnishing of labor, time or effort in the State of Arizona by Owner, a contractor or any subcontractor. “Services” also includes construction or maintenance of any structure, building, transportation facility or improvement of real property.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written above.

TOWN OF FLORENCE, an Arizona municipal corporation

Tom J. Rankin, Mayor

Date

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

James Mannato, Town Attorney

DQCRESTFIELD, LLC, an Arizona limited liability company

By: DOLPHIN LAND, LLC, a California limited liability company

Its: Manager

By: DOLPHIN PARTNERS, INC., a California corporation

Its: Manager



By: Kevin S. Pitts

Its: President

ACKNOWLEDGMENT

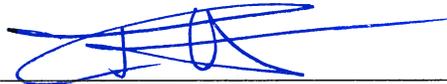
State of California)
County of Orange)

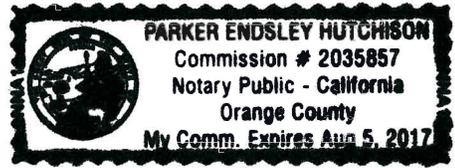
On December 4 2013 before me, Parker Hutchison Notary Public
(insert name and title of the officer)

personally appeared Kevin Pitts, who provided to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify upon PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



EXHIBITS

Exhibit A - Legal Descriptions

Exhibit B – Legal Description Maps

Exhibit C – Development Impact Fee Schedule

EXHIBIT "A"

Parcel No. 1:

Lots 139 through 193, inclusive, Lots 217 through 224 inclusive, Lots 226 through 230 inclusive and Lots 233 through 242 inclusive, of Crestfield Manor at Arizona Farms Village Parcel 3, according to the plat of record in the office of the County Recorder of Pinal County, Arizona, recorded in Cabinet F, Slide 9.

Parcel No. 2:

Lots 243 through 303, inclusive of Crestfield Manor at Arizona Farms Village Parcel 4, according to the plat of record in the office of the County Recorder of Pinal County, Arizona, recorded in Cabinet F, Slide 10.

EXHIBIT A

PARCEL No. 1

(Crestfield 144)

LOTS 304 THROUGH 400 AND LOTS 404 THROUGH 447, INCLUSIVE, OF CRESTFIELD MANOR AT ARIZONA FARMS VILLAGE PARCEL 5, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA, RECORDED IN CABINET F, SLIDE 11.

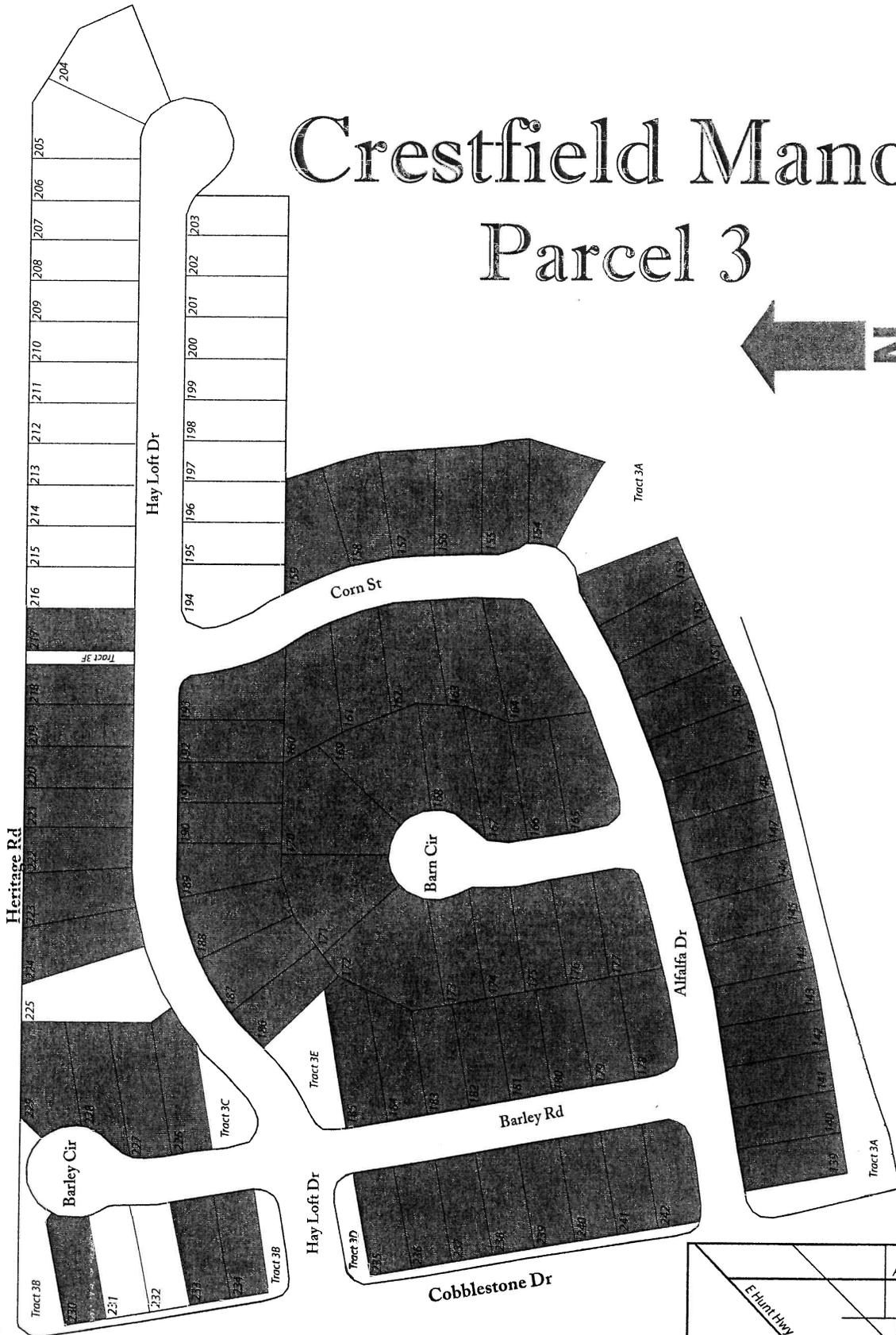
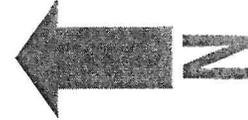
PARCEL No. 2

(Crestfield 85)

LOTS 448 THROUGH 464 INCLUSIVE, 467 THROUGH 502 INCLUSIVE, 506 THROUGH 527 INCLUSIVE, 532 and 533, 536 THROUGH 538 INCLUSIVE, OF CRESTFIELD MANOR AT ARIZONA FARMS VILLAGE PARCEL 6, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA, RECORDED IN CABINET F, SLIDE 12

EXHIBIT B

Crestfield Manor Parcel 3



- Vacant Lot
- House
- Not a part if blank

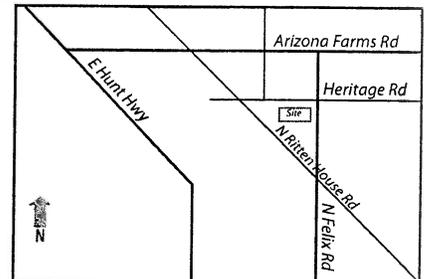
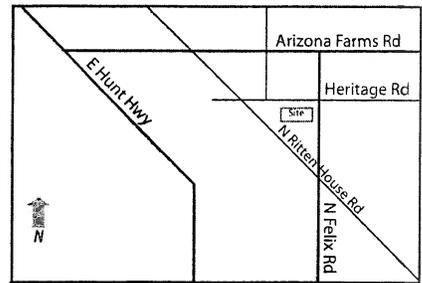
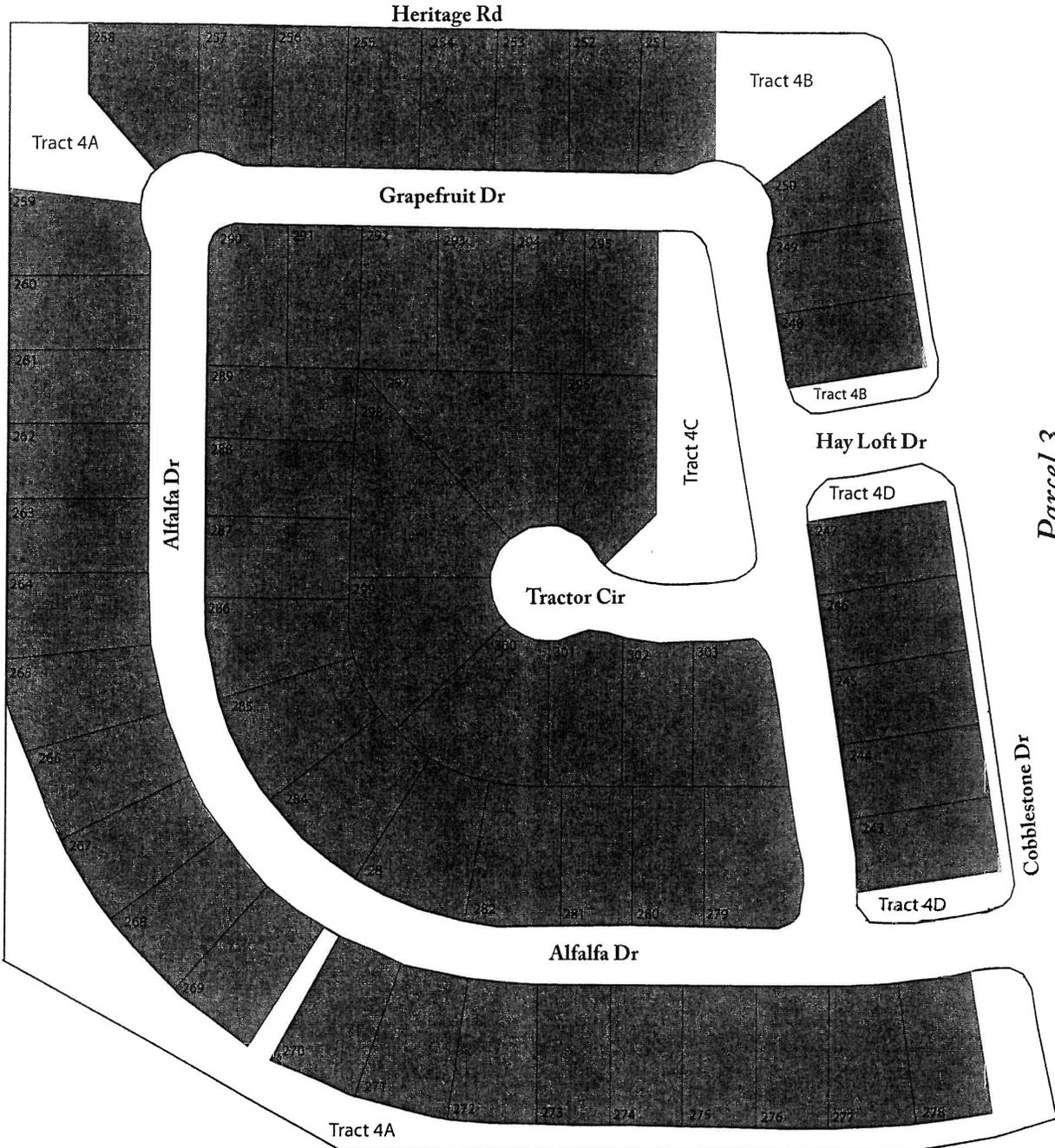


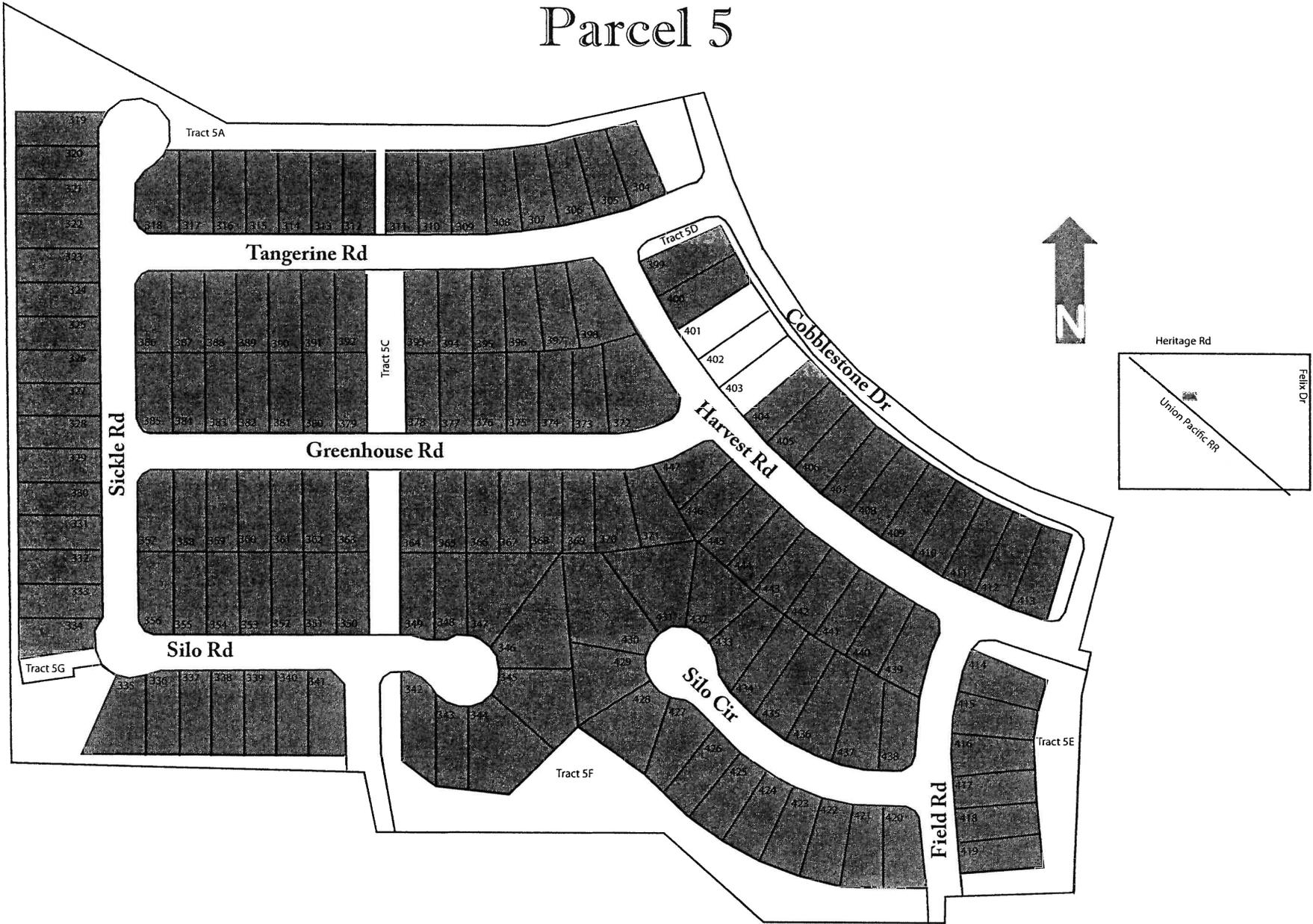
EXHIBIT B

Crestfield Manor Parcel 4



Crestfield Manor

Parcel 5



Crestfield Manor

Parcel 6

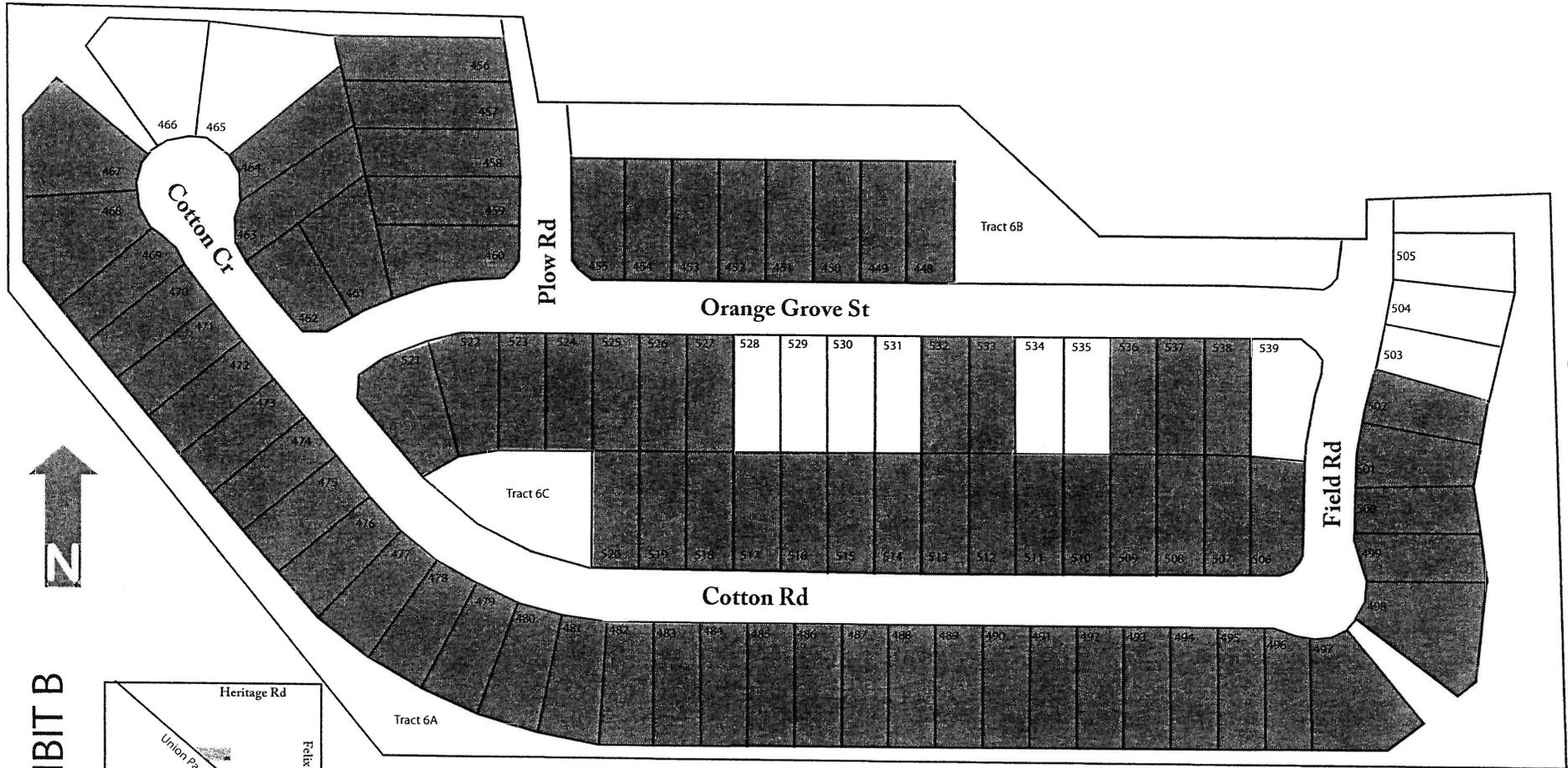


EXHIBIT B

EXHIBIT C

UTILITY DEVELOPMENT IMPACT FEES

WATER

Meter Size	Fee
5/8" - 3/4"	\$3,330
1"	\$5,550
1 1/2"	\$11,101
2"	\$22,201
3"	\$35,522
4"	\$55,503
6"	\$111,007
8"	\$266,415
10"	\$421,825
12"	\$555,031

WASTEWATER

Meter Size	Fee
5/8" - 3/4"	\$4,105
1"	\$6,841
1 1/2"	\$13,684
2"	\$27,369
3"	\$43,789
4"	\$68,422
6"	\$136,843
8"	\$328,422
10"	\$522,154
12"	\$684,213

Single family: Attached and detached one-family dwelling units, modular, and manufactured homes;

Multi-family: All attached dwelling units such as duplexes and condominiums, mobile homes, apartments, and dormitories;

Commercial: All commercial, office, retail, institutional, and hotel/motel development;

Industrial: All manufacturing and warehouse development.

Ordinance # 568-11, November 21, 2011

NON-UTILITY DEVELOPMENT IMPACT FEES

TRANSPORTATION

Land Use Category	Unit	Fee Per Unit
Single Family	Housing Unit	\$583
Multi-Family	Housing Unit	\$410
Commercial	1,000 sq. ft.	\$2,618
Industrial	1,000 sq. ft.	\$425

POLICE

Land Use Category	Unit	Fee Per Unit
Single Family	Housing Unit	\$913
Multi-Family	Housing Unit	\$657
Commercial	1,000 sq. ft.	\$171
Industrial	1,000 sq. ft.	\$98

FIRE / EMERGENCY MEDICAL SERVICES

Land Use Category	Unit	Fee Per Unit
Single Family	Housing Unit	\$1,096
Multi-Family	Housing Unit	\$788
Commercial	1,000 sq. ft.	\$629
Industrial	1,000 sq. ft.	\$362

PARKS AND OPEN SPACE

Land Use Category	Unit	Fee Per Unit
Single Family	Housing Unit	\$857
Multi-Family	Housing Unit	\$617
Commercial	1,000 sq. ft.	\$162
Industrial	1,000 sq. ft.	\$92

LIBRARY

Land Use Category	Unit	Fee Per Unit
Single Family	Housing Unit	\$0
Multi-Family	Housing Unit	\$0
Commercial	1,000 sq. ft.	\$0
Industrial	1,000 sq. ft.	\$0

Single family: Attached and detached one-family dwelling units, modular, and manufactured homes;

Multi-family: All attached dwelling units such as duplexes and condominiums, mobile homes, apartments, and dormitories;

Commercial: All commercial, office, retail, institutional, and hotel/motel development;

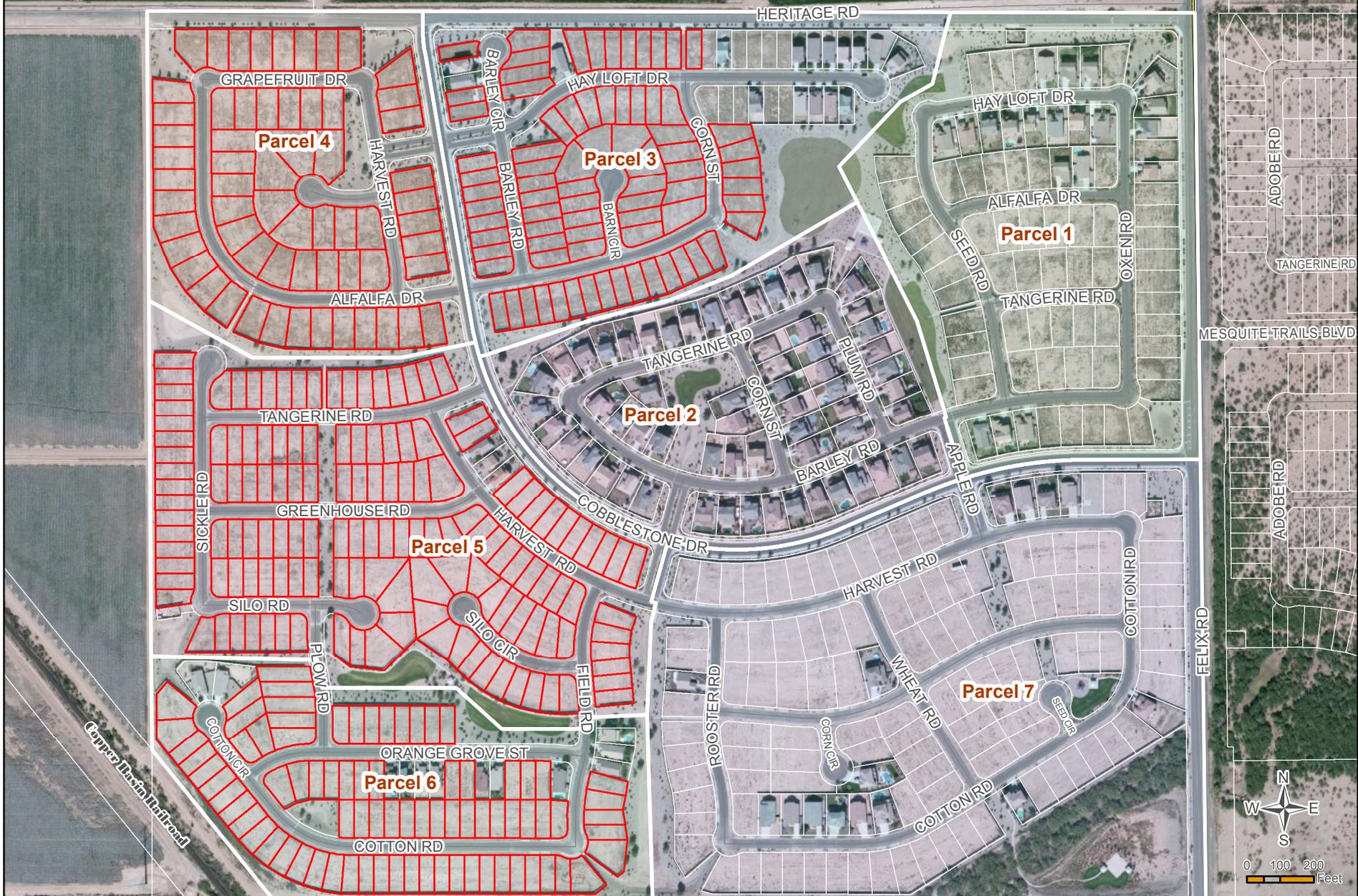
Industrial: All manufacturing and warehouse development.

Ordinance # 568-11, November 21, 2011



DQ Crestfield, LLC Parcels Within Crestfield Manor

 OWNED BY DQCRESTFIELD LLC



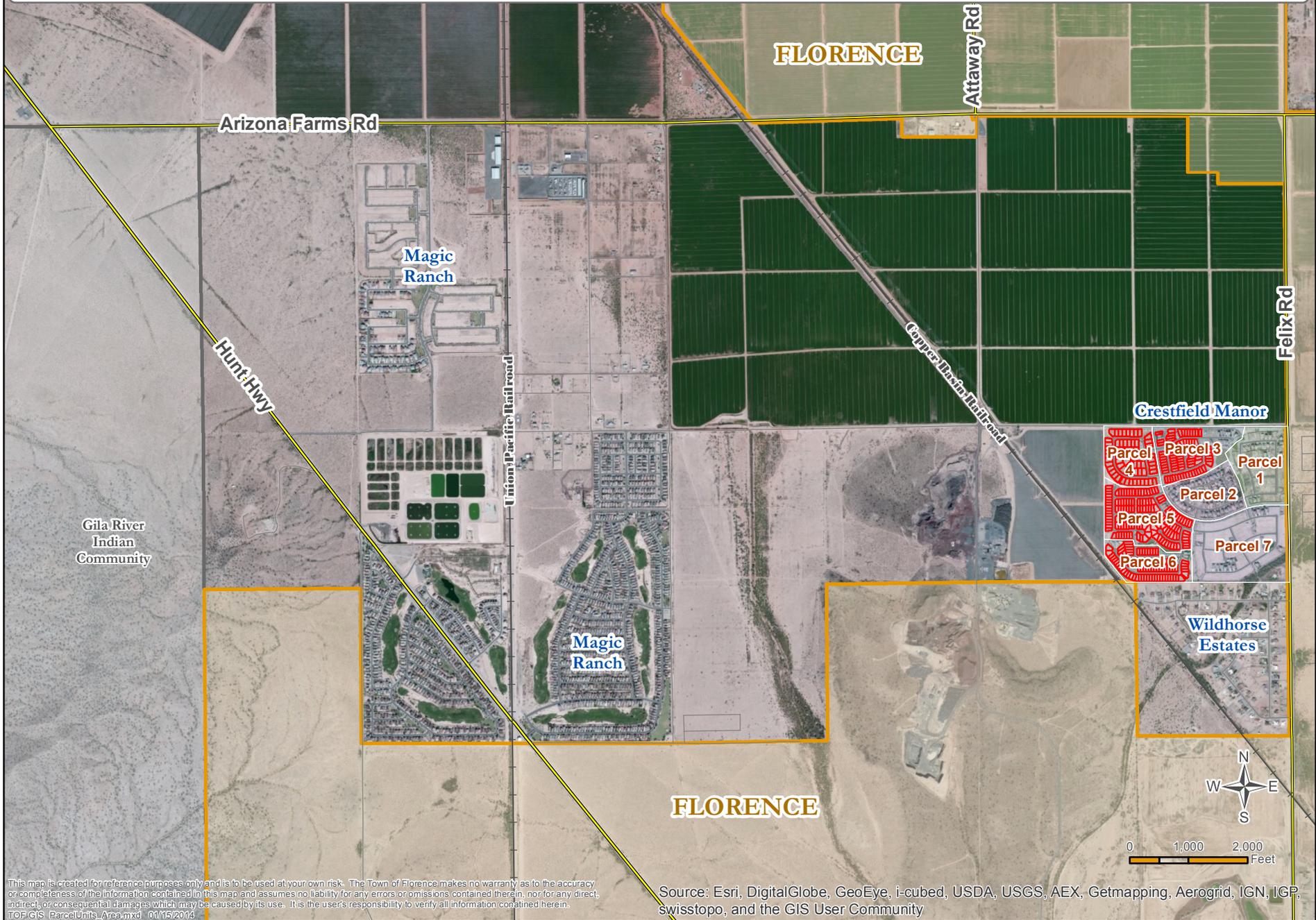
This map is created for reference purposes only and is to be used at your own risk. The Town of Florence makes no warranty as to the accuracy or completeness of the information contained in this map and assumes no liability for any errors or omissions contained therein, nor for any direct, indirect, or consequential damages which may be caused by its use. It is the user's responsibility to verify all information contained herein.
 TOP GIS ParcelUnits.mxd 10/15/2014

Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community



DQ Crestfield, LLC Parcels Within Crestfield Manor

OWNED BY
DQCRESTFIELD LLC



This map is created for reference purposes only and is to be used at your own risk. The Town of Florence makes no warranty as to the accuracy or completeness of the information contained in this map and assumes no liability for any errors or omissions contained therein, nor for any direct, indirect, or consequential damages which may be caused by its use. It is the user's responsibility to verify all information contained herein.
 TOP GIS ParcelUnits_Area.mxd 00/16/2014

Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 10b.
MEETING DATE: January 21, 2014 DEPARTMENT: Human Resources STAFF PRESENTER: Scott Barber, HR Director SUBJECT: Resolution No. 1419-14: Revisions to FY 2013-2014 Employee Classification Plan		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1 st Reading <input type="checkbox"/> 2 nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Motion to adopt Resolution No. 1419-14: **A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, REVISING THE TOWN OF FLORENCE FY2013-2014 EMPLOYEE CLASSIFICATION PLAN.**

BACKGROUND/DISCUSSION:

It is recommended that the Mayor and Council revise the FY13/14 Employee Classification Plan to add two classifications:

- Management Analyst – Pay Range 47
- Parks Maintenance Superintendent – Pay Range 45

The Management Analyst position is a reclassification of the existing (vacant) Economic Development Coordinator position. This change is requested by the Town Manager to broaden the responsibilities of the position to include handling special projects and administrative tasks and analyses as directed. The Parks Maintenance Superintendent classification is one that has existed in the past, and is a reclassification of an existing (vacant) Parks Maintenance Foreman position. This request is being made to accommodate the plan to have the current Director step down to manage the maintenance side of the department.

FINANCIAL IMPACT:

The Management Analyst change has no fiscal impact since it is being assigned the same pay range as the Economic Development Coordinator classification. The Parks Maintenance Superintendent change has limited fiscal impact in FY13/14, since the Foreman position it replaces has been vacant for the entire fiscal year, but will have fiscal impact going forward. Noting a change to prior information communicated to you, the current plan for the Parks position calls for a lateral move pay-wise, taking into consideration the incumbent’s tenure and position in the pay range.

STAFF RECOMMENDATION:

Staff recommends adoption of Resolution No. 1419-14, approving the proposed changes to the FY13/14 Employee Classification Plan.

ATTACHMENTS:

Resolution No. 1419-14

RESOLUTION NO. 1419-14

**A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY,
ARIZONA, ADOPTING REVISIONS TO THE TOWN OF FLORENCE FY
2013-2014 EMPLOYEE CLASSIFICATION PLAN.**

WHEREAS, it has been brought to the attention of the Mayor and Council that it is necessary and desirable that the Town of Florence approve the Employee Classification Plan and Compensation Plan each year, such action having been taken on June 17, 2013; and

WHEREAS, it has been brought to the attention of the Mayor and Council that certain information on the Employee Classification Plan has been recommended for revision and approved by the Town Manager.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Town Council, that the Town of Florence hereby adopts the recommended revisions to the Employee Classification Plan for Fiscal Year 2013-2014;

PASSED AND ADOPTED by the Town Council this 21st day of January, 2014.

Tom J. Rankin, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

James E. Mannato, Town Attorney

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 10c.
MEETING DATE: January 21, 2014 DEPARTMENT: Fire Department/Finance STAFF PRESENTER: Ernest Feliz, Grants Manager SUBJECT: FEMA SAFER grant award acceptance		<input checked="" type="checkbox"/> Action <input 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:

Approval of authorizing the Town Manager to accept the award for Federal Emergency Management Agency (FEMA) Staffing for Adequate Fire and Emergency Response (SAFER) grant program funds in the amount of \$463,902.

BACKGROUND/DISCUSSION:

Per Town Council direction, staff submitted an application for this funding in August 2013. The Town was notified of receipt of the award for the total amount requested on January 10, 2014.

The purpose of SAFER Grant is to provide funding to assist fire departments in increasing the number of firefighters to help communities meet industry minimum standards, attain 24-hour staffing to provide adequate protection from fire and fire-related hazards and to fulfill traditional missions of fire departments. The goal of the SAFER Grant is to assist with staffing and deployment capabilities in order to respond to emergencies and assure that communities have adequate protection from fire and fire-related hazards. While not required for a SAFER Grant, it is preferable that the enhanced staffing levels of grantees ensures that all first-arriving apparatus are staffed with a minimum of four qualified personnel, which meets National Fire Protection Association (NFPA) standards.

Staff intends on using the requested personnel to assist in the complete staffing of Station 542 in Anthem. This will allow for an additional firefighter to be placed on the engine to four personnel at all times.

FINANCIAL IMPACT:

The award of \$463,902 by FEMA will pay the salary and benefits of three firefighters for two years. Matching funds are not required; however, for each firefighter there will be additional expenditures of approximately \$3,500 for turnouts, uniforms and other related costs. Following the two years of grant funding, the firefighters' salary and benefits will revert to Town funding.

STAFF RECOMMENDATION:

Staff recommends that the Mayor and Town Council approve the acceptance of the SAFER Grant award from FEMA in the amount of \$463,902 for the salary and benefits of three firefighter positions for two years.

ATTACHMENTS:

FEMA Award package documents

U.S. Department of Homeland Security
Washington, D.C. 20472



FEMA

Mr. Ernest Feliz
Town of Florence
775 N. Main Street
Florence, Arizona 85132-3050

Re: Grant No.EMW-2013-FH-00406

Dear Mr. Feliz:

On behalf of the Federal Emergency Management Agency (FEMA) and the Department of Homeland Security (DHS), I am pleased to inform you that your grant application submitted under the FY 2013 Staffing for Adequate Fire and Emergency Response (SAFER) grants has been approved. FEMA's Grant Programs Directorate (GPD), in consultation with the U.S. Fire Administration (USFA), carries out the Federal responsibilities of administering your grant. The approved project costs total to \$463,902.00. The Federal share is \$463,902.00 of the approved amount and your share of the costs is \$0.00.

Before you request and receive any of the Federal Grant funds awarded to you, you must establish acceptance of the Grant and Grant Agreement Articles through the Assistance to Firefighters Grant Programs' (AFG) e-grant system. Please make sure you read and understand the articles as they outline the terms and conditions of your grant award. By accepting the grant, you agree not to deviate from the approved scope of work without prior written approval, via amendment request, from FEMA. Maintain a copy of these documents for your official file.

If your SF 1199A has been reviewed and approved, you will be able to request payments online. Remember, you should request funds when you have an immediate cash need.

If you have any questions or concerns regarding the process to request your grant funds, please call 1-866-274-0960.

Sincerely,

A handwritten signature in black ink, appearing to read "B. Kamoie".

Brian E. Kamoie
Assistant Administrator
Grant Programs Directorate

Summary Award Memo

**SUMMARY OF ASSISTANCE ACTION
STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE GRANTS
Application**

INSTRUMENT: GRANT
AGREEMENT NUMBER: EMW-2013-FH-00406
GRANTEE: Town of Florence
AMOUNT: \$463,902.00, Hiring

Project Description

The purpose of the Staffing for Adequate Fire and Emergency Response program is to provide funding directly to volunteer firefighter interest organizations in order to help them increase or maintain the number of trained, "from in their communities.

After careful consideration, FEMA has determined that the recipient's project submitted as part of the recipient's the project narrative as well as the request details section of the application - including budget information - was for Adequate Fire and Emergency Response Grants program's purpose and worthy of award. The recipient shall described in the approved grant application as itemized in the request details section of the application and further application narrative. These sections of the application are made a part of these grant agreement articles by reference not change or make any material deviations from the approved scope of work outlined in the above referenced s without prior written approval, via amendment request, from FEMA.

Grantee Concurrence

By providing the Primary Contact's electronic signature and indicating acceptance of the award, the recipient acc by the terms and conditions of the grant as set forth in this document. Recipients agree that they will use the fun Fiscal Year 2013 Staffing for Adequate Fire and Emergency Response grant in accordance with these Articles o program guidelines provided in the Fiscal Year 2013 Staffing for Adequate Fire and Emergency Response progr documents submitted as part of the original grant application are made a part of this agreement by reference.

Period of Performance

03-APR-14 to 02-APR-16

Amount Awarded

The amount of the award is detailed in the attached Obligating Document for Award. The following are the budge classes for this grant (including Federal share plus recipient match):

Personnel:	\$269,064.00
Fringe Benefits	\$194,838.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$0.00
Contractual	\$0.00
Other	\$0.00
Indirect Charges	\$0.00
Total	\$463,902.00

Agreement Articles



FEMA

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES

STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE

GRANTEE: Town of Florence

PROGRAM: Staffing for Adequate Fire and Emergency Response (SAFER) - Hiring

AGREEMENT NUMBER: EMW-2013-FH-00406

AMENDMENT NUMBER:

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Article I - Administrative Requirements

The administrative requirements that apply to most DHS award recipients through a grant or cooperative agreement arise from two sources: - Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule"), found under FEMA regulations at Title 44, Code of Federal Regulations (CFR) Part 13, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments." - OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215. The requirements for allowable costs/cost principles are contained in the A-102 Common Rule, OMB Circular A-110 (2 CFR § 215.27), DHS program legislation, Federal awarding agency regulations, and the terms and conditions of the award. The four costs principles circulars are as follows: - OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220. - OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225. - OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230. - OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

Article II - Lobbying Prohibitions

None of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal of any Federal contract, grant, loan, cooperative agreement. These lobbying prohibitions can be found at 31 U.S.C. § 1352.

Article III - Financial Reporting

Recipients will be required to submit a semi-annual Federal Financial Report (FFR), Standard Form (SF-425) through the AFG online e-grant system. The FFR is intended to provide Federal agencies and grant recipients with a standard format and consistent reporting requirements throughout the government. The FFR is due semi-annually based on the calendar year beginning with the period after the award is made. Recipients are required to submit an FFR throughout the entire period of performance of the grant. The reporting periods for the FFR are January 1 through June 30 (report due by July 31), and July 1 through December 31 (report due by January 31). At the end of the grant's period of performance, all recipients are required to produce a final report on how the grant funding was used and the benefits realized from the award. Recipients must submit a final financial report and a final performance report within 90 days after the end of the period of performance.

Article IV - GPD - Trafficking Victims Protection Act of 2000

All recipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient - (a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) Procures a commercial sex act during the period of time that the award is in effect; or (c) Uses forced labor in the performance of the award or subawards under the award. Full text of the award term is provided at 2 CFR § 175.15.

Article V - GPD - Drug-Free Workplace Regulations

All recipients of financial assistance will comply with the requirements of the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the

recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. These regulations are codified at 2 CFR3001.

Article VI - Fly America Act of 1974

All recipients of financial assistance will comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C.- 4 -§ 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Article VII - Activities Conducted Abroad

All recipients of financial assistance will comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article VIII - Acknowledgement of Federal Funding from DHS

All recipients of financial assistance will comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article IX - Copyright

All recipients of financial assistance will comply with requirements that publications or other exercise of copyright for any work first produced under Federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this award, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, the recipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works. The recipient shall affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under an award.

Article X - Use of DHS Seal, Logo and Flags

All recipients of financial assistance must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XI - DHS Specific Acknowledgements and Assurances

All recipients of financial assistance must acknowledge and agree-and require any subrecipients, contractors, successors, transferees, and assignees acknowledge and agree-to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. 1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS. 2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. 3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. 4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance. 5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights

and Civil Liberties. 6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office. The United States has the right to seek judicial enforcement of these obligations.

Article XII - Civil Rights Act of 1964

Recipients of financial assistance will comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article XIII - Civil Right Act of 1968

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

Article XIV - Americans with Disabilities Act of 1990

All recipients of financial assistance will comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101-12213).

Article XV - Age Discrimination Act of 1975

All recipients of financial assistance will comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article XVI - Title IX of the Education Amendments of 1972

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

Article XVII - Rehabilitation Act of 1973

All recipients of financial assistance will comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article XVIII - Limited English Proficiency

All recipients of financial assistance will comply with the requirements of Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients

are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding LEP obligations, go to <http://www.lep.gov>.

Article XIX - Animal Welfare Act of 1966

All recipients of financial assistance will comply with the requirements of the Animal Welfare Act, as amended (7 U.S.C. §2131 et seq.), which requires that minimum standards of care and treatment be provided for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public. Recipients must establish appropriate policies and procedures for the humane care and use of animals based on the Guide for the Care and Use of Laboratory Animals and comply with the Public Health Service Policy and Government Principles Regarding the Care and Use of Animals.

Article XX - Clean Air Act of 1970 and Clean Water Act of 1977

All recipients of financial assistance will comply with the requirements of 42 U.S.C. § 7401 et seq. and Executive Order 11738, which provides for the protection and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters is considered research for other purposes.

Article XXI - Protection of Human Subjects

All recipients of financial assistance will comply with the requirements of the Federal regulations at 45 CFR Part 46, which requires that recipients comply with applicable provisions/law for the protection of human subjects for purposes of research. Recipients must also comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 CFR Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part 46.

Article XXII - National Environmental Policy Act (NEPA) of 1969

All recipients of financial assistance will comply with the requirements of the National Environmental Policy Act (NEPA), as amended, 42 U.S.C. § 4331 et seq., which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for its grant-supported activities, DHS requires the environmental aspects of construction grants (and certain non-construction projects as specified by the Component and awarding office) to be reviewed and evaluated before final action on the application.

Article XXIII - National Flood Insurance Act of 1968

All recipients of financial assistance will comply with the requirements of Section 1306(c) of the National Flood Insurance Act, as amended, which provides for benefit payments under the Standard Flood Insurance Policy for demolition or relocation of a structure insured under the Act that is located along the shore of a lake or other body of water and that is certified by an appropriate State or local land use authority to be subject to imminent collapse or subsidence as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels. These regulations are codified at 44CFR Part 63.

Article XXIV - Flood Disaster Protection Act of 1973

All recipients of financial assistance will comply with the requirements of the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4001 et seq.), which provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within one year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DHS support. Lists of flood prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

Article XXV - Coastal Wetlands Planning, Protection, and Restoration Act of 1990

All recipients of financial assistance will comply with the requirements of Executive Order 11990, which provides that federally funded construction and improvements minimize the destruction, loss, or degradation of wetlands. The Executive Order provides that, in furtherance of Section 101(b)(3) of NEPA (42 U.S.C. § 4331(b)(3)), Federal agencies, to the extent permitted by law, must avoid undertaking or assisting with new construction located in wetlands unless the head of the agency finds that there is no practicable alternative to such construction, and that the proposed action includes all practicable measures to minimize harm to wetlands that may result from such use. In making this finding, the head of the agency may take into account economic, environmental, and other pertinent factors. The public disclosure requirement described above also pertains to early public review of any plans or proposals for new construction in wetlands. This is codified at 44 CFR Part 9.

Article XXVI - USA Patriot Act of 2001

All recipients of financial assistance will comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.

**FEDERAL EMERGENCY MANAGEMENT AGENCY
OBLIGATING DOCUMENT FOR AWARD/AMENDMENT**

1. AGREEMENT NO. EMW-2013-FH-00406	2. AMENDMENT NO. 0	3. RECIPIENT NO. 86-6000245	4. TYPE OF ACTION AWARD	5. CONTROL NO. W497249N
6. RECIPIENT NAME AND ADDRESS Town of Florence 775 N. Main Street Florence Arizona, 85132-3050	7. ISSUING OFFICE AND ADDRESS Grant Programs Directorate 500 C Street, S.W. Washington DC, 20472 POC: Chenise Purvis 202-786-9446		8. PAYMENT OFFICE AND ADDRESS FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472	
9. NAME OF RECIPIENT PROJECT OFFICER Ernest Feliz	PHONE NO. 5208687513	10. NAME OF PROJECT COORDINATOR Catherine Patterson	PHONE NO. 1-866-274-0960	
11. EFFECTIVE DATE OF THIS ACTION 03-APR-14	12. METHOD OF PAYMENT SF-270	13. ASSISTANCE ARRANGEMENT Cost Sharing	14. PERFORMANCE PERIOD From:03-APR-14 To:02-APR-16	

Budget Period
From:21-OCT-13 To:30-SEP-14

15. DESCRIPTION OF ACTION
a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXX-XXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMMULATIVE NON-FEDERAL COMMITMENT
SAFER	97.083	2014-M3-C211-P4310000-4101-D	\$0.00	\$463,902.00	\$463,902.00	\$0.00
TOTALS			\$0.00	\$463,902.00	\$463,902.00	\$0.00

b. To describe changes other than funding data or financial changes, attach schedule and check here:
N/A

16a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

SAFER recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)
N/A

DATE
N/A

18. FEMA SIGNATORY OFFICIAL (Name and Title)
Rosalie Vega

DATE
24-DEC-13

Go Back

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 10d.
MEETING DATE: January 21, 2014 DEPARTMENT: Utilities Department STAFF PRESENTER: John V. Mitchell, Utilities Director SUBJECT: Approval of Task Order No. 2 with Water Works Engineers, LLC for Bidding and Construction Administration of Effluent Pump Station, Chlorine System Upgrades and Administration Building Improvements at the South Wastewater Treatment Plant		<input checked="" type="checkbox"/> Action <input 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:

Motion to approve Task Order No. 2 with Water Works Engineers, LLC for bidding and construction administration of the effluent pump station, chlorine system upgrades and administration building improvements at the South Wastewater Treatment Plant.

BACKGROUND/DISCUSSION:

In October 2013, Council approved a professional services agreement with Water Works Engineers, LLC, (Engineer) in order to capture various tasks currently being performed by Engineer. Staff informed Council that each task would be covered in separate task orders.

Task Order No. 2 is one of the tasks currently being performed by the Engineer. The task order includes the bidding and construction administration of the effluent pump station, chlorine system upgrades and improvements to the existing administration building at the South Wastewater Treatment Plant.

The project has been funded through the current fiscal year Capital Improvement Plan. The project will go out to bid in the next three months, with construction anticipated to be completed twelve months thereafter.

Staff will return to Council for approval to award a contract for construction following the bidding phase. Any funding shortfall will be identified at that time and staff will identify alternatives funding sources.

FINANCIAL IMPACT:

The CIP identifies approximately \$1,050,000 available for this project. The current obligation for Task Order No. 2 is \$152,000.

STAFF RECOMMENDATION:

Staff recommends approval of Task Order No.2 with Water Works Engineers, LLC.

ATTACHMENTS:

Task Order No. 2

TOWN OF FLORENCE
 Task Order No. 2
 South Wastewater Treatment Plant
 Effluent Pump Station and Chlorine System Upgrades
 Bidding and Construction Administration Services

This Task Order No. 2 is issued by THE TOWN OF FLORENCE and accepted by WATER WORKS ENGINEERS, LLC pursuant to the mutual promises, covenants and conditions contained in the Agreement between the above named parties dated the 7st day of October 2013.

SCOPE OF SERVICES

Water Works Engineers will provide engineering services for the Town of Florence Utility Department for bidding and construction administration for the Administration Building, Effluent Pump Station and Chlorine System Upgrades.

The design for the effluent pump station and the chlorine systems upgrades has been completed. The design of the administration building is at 90% completion. The project will include the following elements:

- Completion of Plans, Specification & Estimates
- Construction of a an effluent pump station
- Construction of a new liquid chlorine system

Water Works Engineers scope of work includes the following tasks:

Task Series 1000	Project Management
Task Series 2000	Design and Bidding Phase
Task 2100	Complete Design
Task 2200	ADEQ Permitting
Task 2300	Develop Front End Documents
Task 2400	Attend Pre-Bid Meeting
Task 2500	Answer Questions and Develop Addenda
Task 2600	Develop Conformed Documents
Task Series 3000	Engineering Services During Construction
Task 3100	Engineering Support (RFIs/RFCs)
Task 3200	Shop Drawings Reviews
Task 3300	Site Visits
Task 3400	As-Builts and Permitting
Task Series 4000	Field Services

Task 4100	Inspections
Task 4200	Coordination w Contractor/Progress Meetings
Task 4300	Issue Resolutions
Task Series 5000	Startup and Commissioning

The fee associated with the tasks is as follows:

Project	Engineering – Design & Bidding	Engineering – CM & Inspection	Total
SWWTP WRF EPS & Chlorine	\$5,000	\$70,000	\$75,000
Admin Building	\$25,500	\$51,500	\$77,000
		Total Fee	\$152,000

SCHEDULE

Time of performance for services for bidding the project is three months following the effective date of this task order with construction completed twelve months thereafter.

PAYMENT

The payment terms will be in compliance with the Master Agreement between the Owner and Engineer.

EFFECTIVE DATE

IN WITNESS WHEREFORE, duly authorized representatives of the parties have executed this Task Order with the effective date of January ____, 2014.

Town of Florence

Water Works Engineers, LLC

By: _____
John V. Mitchell, Utilities Director Date

By: _____
John Matta, Principal Date

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 10e.
MEETING DATE: September 21, 2014 DEPARTMENT: Utilities Department STAFF PRESENTER: John V. Mitchell, Utilities Director SUBJECT: Approval of Task Order No. 4 with Water Works Engineers, LLC for Construction of a New Water Storage Tank, Booster Station and Site Improvements in North Florence		<input checked="" type="checkbox"/> Action <input 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:

Motion to approve Task Order No. 4 with Water Works Engineers, LLC, for construction of a new storage tank, booster station and site improvements in North Florence.

BACKGROUND/DISCUSSION:

In October 2013, Council approved a professional services agreement with Water Works Engineers, LLC, (Engineer) in order to capture various tasks currently being performed by Engineer. Staff informed Council that each task would be covered in separate task orders.

Task Order No. 4 is one of the tasks currently being performed by the Engineer. The task order includes completion of the design, permitting, bidding and construction administrative services for a new water storage tank in north Florence.

A new water storage tank is only one project in north Florence in order to insure adequate water supply for domestic and firefighting needs. The new storage tank will be one million gallons in capacity and will assist in alleviating substandard conditions and deficiencies. Other projects to supplement water supplies, programmed in future fiscal years, include new waterlines and new water well.

The time of performance for completion of the design is within the current fiscal year. Construction is programed for FY 14/15 – FY 15/16.

FINANCIAL IMPACT:

The Capital Improvement Plan identifies that \$2,600,000 is available for this project over the next two fiscal years. The current obligation for Task Order No. 4 is \$143,000.

STAFF RECOMMENDATION:

Staff recommends approval of Task Order No.4 with Water Works Engineers, LLC.

ATTACHMENTS:

Task Order No. 4

TOWN OF FLORENCE
 Task Order No. 4
 North Florence Reservoir Upgrades
 Design, Bidding and Construction Administration Services

This Task Order No. 4 is issued by THE TOWN OF FLORENCE and accepted by WATER WORKS ENGINEERS, LLC pursuant to the mutual promises, covenants and conditions contained in the Agreement between the above named parties dated the 7st day of October 2013.

SCOPE OF SERVICES

Water Works Engineers will provide engineering services for the Town of Florence Utility Department for design, bidding and construction administration for the North Tank and booster station site.

The design concept (50% design) has been completed. This scope of work will include completion of the design, permitting, bidding and assistance during construction.

The project will include the following elements:

- Construction of a new tank,
- Construction of a new booster station,
- Connection modifications between the existing tank and new tank
- Site improvements

Water Works Engineers scope of work includes the following tasks:

Task Series 1000	Project Management
Task Series 2000	Design and Bidding Phase
Task 2100	Complete Design
Task 2200	ADEQ Permitting
Task 2300	Develop Front End Documents
Task 2400	Design Review Meetings
Task 2400	Attend Pre-Bid Meeting
Task 2500	Answer Questions and Develop Addenda
Task 2600	Develop Conformed Documents
Task Series 3000	Engineering Services During Construction
Task 3100	Engineering Support (RFIs/RFCs)
Task 3200	Shop Drawings Reviews
Task 3300	Site Visits
Task 3400	As-Builts and Permitting
Task Series 4000	Field Services
Task 4100	Inspections
Task 4200	Coordination w Contractor/Progress Meetings
Task 4300	Issue Resolutions
	Specialty Inspection
Task Series 5000	Startup and Commissioning

The fee associated with the tasks is as follows:

Project	Engineering – Design & Bidding	Engineering – CM & Inspection	Total
North Florence Tank & Booster Pump Station	\$65,000	\$78,000	\$143,000
		Total Fee	\$143,000

SCHEDULE

Time of performance for services for completion of design and bidding for project is FY 13/14. Construction will occur in FY 14/15 & FY 15/16.

PAYMENT

The payment terms will be in compliance with the Master Agreement between the Owner and Engineer.

EFFECTIVE DATE

IN WITNESS WHEREFORE, duly authorized representatives of the parties have executed this Task Order with the effective date of January ____, 2014.

Town of Florence

Water Works Engineers, LLC

By: _____
John V. Mitchell, Utilities Director Date

By: _____
John Matta, Principal Date