TOWN OF FLORENCE REGULAR MEETING AGENDA

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



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

Monday, September 18, 2017

5:30 PM

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the Town of Florence Council and to the general public that a Regular Meeting of the Florence Town Council will be held on Monday, September 18, 2017, at 5:30 p.m., in the Florence Town Council Chambers, located at 775 N. Main Street, Florence, Arizona. The agenda for this meeting is as follows:

- 1. CALL TO ORDER
- 2. ROLL CALL: Walter __, Woolridge__, Hawkins__, Guilin__, Anderson__, Wall___, Larsen___.
- 3. WORK SESSION WITH THE FLORENCE INDUSTRIAL DEVELOPMENT AUTHORITY REGARDING THE FLORENCE FACADE IMPROVEMENT PROGRAM.
- 4. MOMENT OF SILENCE
- 5. PLEDGE OF ALLEGIANCE

6. 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.

7. PRESENTATION

- a. Years of Service Award presented to Terry Tryon for 20 years of dedicated service. (Brent Billingsley)
- b. Years of Service Award presented to David Elliott for 35 years of dedicated service. (Brent Billingsley)

- 8. CONSENT: All items on the consent agenda will be handled by a single vote as part of the consent agenda, unless a Councilmember or a member of the public objects at the time the agenda item is called.
 - a. Resolution No. 1641-17: Adoption of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE FINAL PLAT FOR ANTHEM AT MERRILL RANCH UNIT 3; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS. (Michelle Orton)
 - b. Resolution No. 1642-17: Adoption of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE FINAL PLAT FOR ANTHEM AT MERRILL RANCH UNIT 7; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS. (Michelle Orton)
 - c. Resolution No. 1643-17: Adoption of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE FINAL PLAT FOR ANTHEM AT MERRILL RANCH UNIT 37; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS. (Michelle Orton)
 - d. Approval of the submittal of the Fiscal Year 2018 Congestion Mitigation and Air Quality Improvement Funding Application for a Particulate Matter-10 certified street sweeper. (Jennifer Evans)
 - e. Ratification of the submittal of the Fiscal Year 2018 Water Infrastructure Finance Authority Technical Assistance Application for a Clean Water (Wastewater) Project. (Joe Jarvis)
 - f. Approval of the submittal of the Fiscal Year 2022 Pinal County Arterial and Bridge Program Funding Application for State Route 287/79B Intersection Improvement Project. (Jennifer Evans)
 - g. Approval of Intergovernmental Agreement No. 2017-03 with Pinal County to participate in the Pinal County Narcotics Task Force and to accept reimbursement of employee overtime costs and related expenses. (Daniel Hughes)
 - h. Approval of the August 7 and August 21, 2017 Town Council Regular Meeting minutes.
 - i. Receive and file the following board and commission minutes:
 - i. (February 22, and March 29, 2017) Historic District Advisory Commission meeting minutes.

9. NEW BUSINESS

a. Discussion/Approval/Disapproval to enter into a contract with TischlerBise Inc., for the completion of a Development Impact Fee Study and an Infrastructure Improvement Plan, in an amount not to exceed \$99,640. (Jess Knudson)

10. MANAGER'S REPORT

11.CALL TO THE PUBLIC

12. CALL TO THE COUNCIL – CURRENT EVENTS ONLY

13. ADJOURN TO EXECUTIVE SESSION

Discussion and possible action to authorize the holding of an Executive Session during the Council Meeting for the purposes of discussions or consultations with designated representatives of the public body and/or legal counsel pursuant to A.R.S. Sections 38-431.03 (A)(3), (A)(4) and (A)(7) to consider its position and instruct its representatives and/or attorneys regarding:

- a. Town's position and instruct its attorneys regarding threated litigation in regards to real property with reverter clause in deed.
- b. Town's position and instruct its attorneys regarding mutual aid agreement in fire services.
- c. Town's position and instruct its attorneys regarding the Petition for Review of Underground Injection Control Permit Issued by USEPA Region 9 for the Florence Copper Project, UIC Appeal 17-03, and related proceedings.
- d. Town's position and instruct its attorneys regarding Arizona Department of Environmental Quality proceedings, related Water Quality Appeals Board Case No. 16-002, including appellate proceedings to reviewing courts.
- e. Town's position and instruct its attorneys regarding pending litigation in Maricopa County Superior Court: Town of Florence v. Florence Copper, Inc. CV2015 -000325.

14. ADJOURN FROM EXECUTIVE SESSION

15. ADJOURNMENT

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

POSTED ON SEPTEMBER 14, 2017, BY LISA GARCIA, TOWN CLERK, AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA, AND AT <u>WWW.FLORENCEAZ.GOV</u>.

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 ARZONA UNITED WARANA	COUNCIL ACTION FORM							
MEETING DATE: Sept	ember 18, 2017	☐ Action						
DEPARTMENT: Admi	nistration	Information Only Public Hearing Resolution						
STAFF PRESENTER:	Jennifer Evans, Management Analyst							
SUBJECT: Work Sess Development Authority Improvement Program	 ☐ Regulatory ☐ 1st Reading ☐ 2nd Reading ☑ Other 							
STRATEGIC PLAN REFERENCE:								
Community Vitality 🛛 Economic Prosperity 🗌 Leadership and Governance								
Partnership and Rel	ationships 🛛 🗌 Transportation and Infrast	tructure						
Statutory Non	e							

RECOMMENDED MOTION/ACTION:

None, for information only.

BACKGROUND/DISCUSSION:

The purpose of the work session is to discuss the draft Façade Improvement Program and address any questions the Town Council may have concerning the program and management by the Florence Industrial Development Authority (IDA). Staff has had several discussions with IDA members about managing the program on behalf of the Town. IDA members had many questions about the program structure and some concerns about their finances and ability to contribute to the program. The IDA is not able to financially contribute to the program at this time, but they are willing to manage it. At their meeting on August 10, 2017, the IDA agreed to enter into a contract to manage the façade program once it is approved by the Town Council.

A VOTE OF NO WOULD MEAN:

Not Applicable

A VOTE OF YES WOULD MEAN:

Not Applicable

FINANCIAL IMPACT:

\$20,000 has been budgeted for a façade program. A small administrative fee will be paid to the IDA for managing the program and remaining funds will be used for grant awards.

ATTACHMENTS:

Draft Florence Façade Improvement Program Redevelopment Area Map

FY17/18 Florence Façade Improvement Program

Program Overview and Purpose

The Program provides a reimbursement of up to 50% of eligible pre-approved façade improvement costs on commercial buildings. The maximum amount for any individual grant award is \$5,000 per property owner or tenant.

Grants are awarded for exterior improvements only and may be applied to a front, side or rear façade provided façade faces a public street or parking area. Grants are awarded based on the availability of funds, scope and impact of the project. Façade improvements made prior to approval of an application will not be funded by the Program.

The Program's mission is to generate commercial activity by addressing deteriorating property conditions in the slum and blight designated Florence Redevelopment Area. A map is included of the Florence Redevelopment Area properties eligible for participation.

The purpose of the Façade Improvement Program is to improve the street-facing exteriors of a building or residential structure that has been re-designated as commercial or office located in the Downtown.

Applications for the program are accepted throughout the year. Grants are awarded on a first come, first served basis.

Eligible Participants

Eligible participants of the program include property owners of commercial buildings within the Florence Redevelopment Area and tenants of commercial buildings in the Redevelopment Area. A business owner who leases space must have written approval from the property owner to participate in the program. Applicants may apply to the program more than once; however, will not be awarded funding more than once in any five (5) year period on the same property unless the ownership changes.

Eligible Improvements

Eligible improvements must contribute to the visual enhancement of the property as viewed from the public right of way. Improvements must be comprehensive and may incorporate several of the acceptable components of the existing façade. The property must meet all Town of Florence Building and Safety Codes upon completion of work. In the event there is a violation, correction of the violation must be made prior to disbursement of the grant.

Examples of Typical Eligible Improvements include:

FY17/18 Florence Façade Improvement Program

- 1. Exterior painting and façade repair;
- 2. Façade detail and trim restoration or replacement;
- 3. Accessibility improvements for ADA compliance;
- 4. plants and landscaping;
- 5. awnings;
- 6. doors and windows;
- 7. façade and display window lighting;
- 8. demolition of obsolete structures; and
- 9. addition of a patio or outdoor space.

Exterior signage (street facing) and parking lots/parking lot striping may be considered as eligible projects based on a complete façade design package.

Ineligible Improvements and Exclusions

Examples of ineligible activities include:

- 1. New building construction;
- 2. any interior work;
- 3. roof repairs, except those portions that directly attach to a new or renovated façade; and
- 4. any items that are not allowed by the Town of Florence Town Code or Building Code.

Funds may not be used for working capital; property, equipment or inventory acquisition; refinancing of existing debt; or refinancing private funding.

Façade Improvement Program Administration

The Program provides participants the opportunity to receive a reimbursement of up to 50% of eligible pre-approved improvement costs. The maximum amount for any individual grant award is \$5,000 per individual property owner.

All projects should be permanent to the structure or façade and should remain as part of the property if the building is sold or applicant moves outside of the Florence Redevelopment Area.

The Façade Improvement Program is administered by the Florence Industrial Development Authority (IDA). Final decisions of grant awards, the amount of grant award and eligible projects will be made by a review committee of the Florence IDA. Appeals may be submitted to the Florence IDA within 30 days of notification. Funding for the program is subject to availability each fiscal year. The Town of Florence provides

FY17/18 Florence Façade Improvement Program

funding to the Florence IDA for the implementation of a façade program to fulfill the following goals:

- To encourage well-designed improvements.
- To restore or improve architectural elements and interest to the structure.
- To visually improve facades to encourage economic growth in the Florence Redevelopment Area.

Application Process

- 1. **Complete and submit a formal application** to the Florence Town Clerk, Florence Town Hall, 775 North Main Street, Florence, AZ 85132. The Town of Florence will accept applications on behalf of the Florence IDA. Submissions must include:
 - a. a completed application,
 - b. a site plan drawn to scale including landscape placement,
 - c. altered property rehabilitation plans drawn to scale,
 - d. photographs of the existing condition,
 - e. estimated total project costs including at least one bid for each project (bids are subject to review; additional bids may be requested),
 - f. Paint chips/samples if work includes painting of buildings, doors, awnings, etc.,
 - g. if tenant is the applicant, authorization must be given by the property owner indicating permission to apply for the project, and
 - h. an electronic copy of submission materials.
- 2. **Application Review Process:** The Florence IDA Review Committee will evaluate applications on the following criteria:
 - a. Total project budget,
 - b. Design plan,
 - c. Location within the Redevelopment Area,
 - d. Returning facility into a productive use and/or creation of new uses within the space, and
 - e. Total linear feet of storefront to be improved.

Façade improvement projects on properties located with the Florence Townsite Historic District must be approved by the Town of Florence Historic District Advisory Commission.

3. Following approval, the Florence IDA will issue a formal "Notice to **Proceed**": Any work initiated before "Notice to Proceed" will not be eligible for

FY17/18

Florence Façade Improvement Program

funds reimbursement. Participants will be required to enter into and execute a written agreement with the Florence IDA to establish the terms, conditions, and requirements for participation in the program.

- 4. Following the "Notice to Proceed", but prior to work starting, the applicant must secure any required building or development permits through the Town of Florence.
- 5. The applicant must submit copies of paid bills, cancelled checks, contractor lien waivers and receipts to the Florence IDA for reimbursements. Reimbursements can be requested on the last day of each month for work that has been completed. A receipt, picture of the completed work, along with the line item within the application that the work applied to will be needed for each reimbursement.
- 6. The Florence IDA Review Committee will inspect the completed project to ensure that work was performed as outlined in application. This inspection does not replace or supersede any additional inspections that may be required by the Town's Building Safety Division.
- 7. The Applicant will be reimbursed up to the amount of the approved grant. Work must be completed within 6 months of the stated start date unless otherwise noted in application.

Contact the Florence IDA at (PHONE) or (EMAIL) for more information and to apply for the program.



TOWN OF FLORENCE ARZONA HISTORY	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8a.					
MEETING DATE: Sept	ember 18, 2017	⊠ Action					
DEPARTMENT: Deve	☐ Information Only ☐ Public Hearing ⊠ Resolution						
STAFF PRESENTER:	Michelle Orton, Planning Manager	Ordinance Regulatory					
SUBJECT: Resolution Merrill Ranch Unit 3	☐ 1 st Reading ☐ 2 nd Reading ☐ Other						
STRATEGIC PLAN REFERENCE:							
 ☑ Community Vitality ☑ Economic Property ☑ Leadership and Governance ☑ Partnership and Relationships ☑ Transportation and Infrastructure ☑ Statutory ☑ None 							

RECOMMENDED MOTION/ACTION:

Motion to adopt Resolution No. 1641-17: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE FINAL PLAT FOR ANTHEM AT MERRILL RANCH UNIT 3; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS

BACKGROUND/DISCUSSION:

Pulte Home Corporation requests approval of this proposed subdivision located within the Anthem at Merrill Ranch (AMR) Planned Unit Development (PUD). This area will be part of the Parkside of the AMR community.

There are 107 single-family residential lots proposed for this 29.90 +/- acre subdivision. The resultant density for this particular unit will be 3.57 dwelling units per acre. The PUD zoning permitted an overall single-family residential density of 3.5 dwelling units per acre for AMR.

Neighborhood streets in this unit are designed and constructed with a 42-foot-wide right-of-way (ROW). The 42-foot ROW will be utilized for this subdivision to ensure ADA compliance.

The Preliminary Plat for Unit 3 was approved by the Planning and Zoning Commission on April 20, 2017. The Town of Florence Public Works and Fire Department staff have reviewed the proposed subdivision and support the approval of this Final Plat. Street names and addresses have been approved by the Town's GIS Coordinator and water and sewer infrastructure will be provided by Johnson Utilities.

A VOTE OF NO WOULD MEAN:

That Council has rejected the final plat for any reason whatsoever, the reasons therefore shall be recorded in the minutes pursuant to Section 150.233 (B). The applicant would be required to return to the final plat process with the new revisions.

A VOTE OF YES WOULD MEAN:

The Final Plat Anthem at Merrill Ranch, Unit 3 is approved and will be recorded with the office of the Pinal County Recorder.

FINANCIAL IMPACT:

Pulte Home Corporation will construct the roadways within this subdivision to Town standards and will maintain the roadways until the end of the construction warranty period.

Development of this subdivision allows for continued rooftop development and population growth within the Town of Florence, which subsequently will facilitate new employment and commercial opportunities.

ATTACHMENTS:

Resolution No. 1641-17 Final Plat for Anthem at Merrill Ranch Unit 3

RESOLUTION NO. 1641-17

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE FINAL PLAT FOR ANTHEM AT MERRILL RANCH UNIT 3; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.

WHEREAS, the Final Plat Anthem at Merrill Ranch Unit 3 is consistent with the approved Anthem at Merrill Ranch Planned Unit Development; and

WHEREAS, the Preliminary Plat for Anthem at Merrill Ranch Unit 3 was approved by the Planning and Zoning Commission on April 20, 2017.

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

1. Approve the Final Plat for Anthem at Merrill Ranch Unit 3 subject to Developer/Owner's compliance with all applicable laws and ordinances.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, this 18th day of September 2017.

Tara Walter, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

FINAL PLAT ANTHEM AT MERRILL RANCH

UNIT 3 (TOWN OF FLORENCE, AZ)

SITUATED WITHIN THE EAST HALF OF SECTION 19 AND THE WEST HALF OF SECTION 20. TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN. TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

DECLARATION, TITLE WARRANTY AND DEDICATION

STATE OF ARIZONA SS.

COUNTY OF PINAL

KNOW ALL MEN BY THESE PRESENTS:

PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LABILITY COMPANY (HEREINAFTER REFERRED TO IN THIS PLAT AS THE "MASTER DEVELOPER"), AS OMNER HAS SUBJOINED UNDER THE NAME ANTHEM AT MERMIL RANCH - UNIT 3, LOCATED WITHIN THE EAST MERDIAN, TOWN OF FLORENCE, PHANL COUNTY, ARCHORA, AND HERE'S VERZAMES THE SUB-STRIPT THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, STREETS, AND EASEMISTS CONSTITUTION SAME AND THAT SAID LOTS, TRACTS AND STREETS SHALL BE NORME BY THE NUMBER, LITTER OF NAME GIVEN CALL RESPECTIVELY.

THE "MISTER DEVELOPER" IS THE OWNER OF FEE THE IN- (A) THE PROPERTY BEING DEDUATED ON THIS PLAT TO THE PUBLIC DOO PHRPOSES AND ALL INCIDENTALS THERFOR, AND (B) THE PROPERTY UPON OR ACROSS WHICH EASELENTS ARE EEDIG DEDUCATED ON THIS PLAT TO THE PUBLIC. THE "MASTER DEVELOPER" HEREBY WARRANTS TO TOWN OF FLORENCE, A POLITICAL SUBDIVISION OF THE STATE OF ARE/ONA, THE THE TO SUCH PROPERTY MARKANE THE PERSONS.

STREET RIGHT-OF-WAY SHOWN ON THIS PLAT ARE DEDICATED TO THE PUBLIC FOR ROADWAY PURPOSES INCLUDING, BUT NOT LIMITED TO, ACCESS, DRAINAGE, TELECOMMUNICATIONS AND PUBLIC UTILITIES.

THE MAINTENANCE OF LANDSCAPING WITHIN THE PUBLIC RIGHT-OF-WAY TO BACK OF CURB SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS' ASSOCIATION OR THE ABUTTING PROPERTY OWNER.

EASEMENTS ARE DEDICATED AS SHOWN ON THIS PLAT.

AS DESIGNATED ON THIS PLAT, ONE FOOT WIDE VEHICULAR NON-ACCESS EASEMENTS PROHIBITING VEHICULAR INGRESS AND EGRESS ARE HERREY DEDICATED TO THE FUBLIC UPON ALL LOTS ADJACENT TO DRAINAGE EASEMENTS, TRACTS, OR FACILITIES AND/OR ADJACENT TO ARTENAL OR COLLECTOR STREETS.

AS DESIGNATED ON THIS PLAT, THREE FOOT WDE WALL MAINTENANCE EASEMENTS GRANTING ACCESS TO CONSTRUCT AND MAINTAIN OR REPARE WALLS AND WALL FOOTINGS MITHIN THE WALL MAINTENANCE EASEMENT IS DEDICATED TO THE ANTHEM PARKSDE AT MERRIL RANCH COMMUNITY ASSOCIATION, INC.

NON-EXCLUSIVE DRAINAGE EASEMENTS ARE HEREBY DEDICATED TO THE PUBLIC UPON, OVER, ACROSS AND THROUGH TRACTS A, B, C, D, E, F, G, H, I, J, K & L AND/OR THOSE AREAS DESIGNATED AS SUCH HERECN. NO USE SHALL BE PERMITED WITHIN THE DRAINAGE EASEMENTS WHICH WOULD PROHEIT OR AN INTERFRE WITH THE DRAINAGE USE WANTENANCE OF THE DRAINAGE EASEMENTS SHALL BE, THE RESPONSEDINTY OF THE ANTHEOL PARKSDE AT MERRILL RANCH COMMUNITY ASSOCIATION, SHOLL DIE KASSCHATION DRAINAGE FASHENENTS AREL CHARTED A FARSOE AT MERRILL RANCH COMMUNITY ASSOCIATION, SHOLL DIE KASSCHATION DRAINAGE EASEMENTS AREL CHARTED A TIS INSCRUCTION, MAY DITHE UPON AND MANTAIN THE DRAINAGE EASEMENTS, AND CHARGE THE COMMUNITY ASSOCIATION THE COST OF THE MINITEMANCE. ALL DITHER EASEMENTS ARE SUBGROWATE TO THE DRAINAGE EASEMENTS.

PUBLIC UTUITY FACULTY EXEMPTISA RE HEREEY EDROATED TO THE PUBLIC UPON, OVER UNDER, ADROSS AND THROUGHOUT THOSE REASE DESIGNATED AS SUCH HEREEN FOR THE INSTALLATION, MAINTENANCE, EPARA, MO REMOVAL OF UNDERFRONDO UTUITES, INCLUDING, BUT NOT LIMITED TO, WATER, SEWER, GAS, ELECTING, AND TELECOMMUNICATIONS. MAINTENANCE OF THE AREAS SUBJECT TO SUCH PUBLIC UTUITY FACULTY EASEMENTS SHALL BE THE RESPONSIBILITY OF THE LOT OR TRACT OWNER.

IN WITNESS WHEREOF

PULTE HOME COMPANY, LLC	AS OWNER, HAS HEREUNTO CAUSED IT	S NAME TO BE AFFIXED AND HAS	EXECUTED THIS SUBDIVISION
	THE UNDERSIGNED, DULY AUTHORIZED, A MICHIGAN LIMITED LIABILITY COMPANY		., 20

D1:				
	ITS			

ACKNOWLEDGEMENT STATE OF

	-	
COUNTY	05	

ON THIS . DAY OF . .. 20. .. BEFORE ME. THE UNDERSIGNED, PERSONALLY APPEARED.

WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FORCING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED. IN WITNESS THEREOF, I HAVE HEREINTO SET IN YANDA NON OFFICIAL SEAL.

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NOTARY PUBLIC	DATE

MY	COMMISSION	EXPIRES:		20_	

) ss

MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1





TRACT AREA TABLE

PI

TRACT	AREA (AC)	USAGE
TRACT A	2.4075	LANDSCAPE, DRAINAGE, STORM DRAIN, PUBLIC UTILITY & RETENTION
TRACT B	3.0891	LANDSCAPE, DRAINAGE, STORM DRAIN, PUBLIC UTILITY & RETENTION
TRACT C	1.0500	LANDSCAPE, DRAINAGE, STORM DRAIN, PUBLIC UTILITY & RETENTION
TRACT D	0.0433	LANDSCAPE, DRAINAGE & PUBLIC UTILITY EASEMENT
TRACT E	0.0200	LANDSCAPE, DRAINAGE & PUBLIC UTILITY EASEMENT
TRACT F	0.0440	LANDSCAPE, DRAINAGE & PUBLIC UTILITY EASEMENT
TRACT G	0.0423	LANDSCAPE, DRAINAGE & PUBLIC UTILITY EASEMENT
TRACT H	0.0438	LANDSCAPE, DRAINAGE & PUBLIC UTILITY EASEMENT
TRACT I	0.1291	LANDSCAPE, DRAINAGE, STORM DRAIN & PUBLIC UTILITY EASEMENT
TRACT J	0.0195	LANDSCAPE, DRAINAGE & PUBLIC UTILITY EASEMENT
TRACT K	0.0463	LANDSCAPE, DRAINAGE & PUBLIC UTILITY EASEMENT
TRACT L	0.6627	LANDSCAPE, DRAINAGE, STORM DRAIN, PUBLIC UTILITY & RETENTION

GENERAL NOTES

- 1. ALL-WEATHER ACCESS WILL BE PROVIDED TO ALL LOTS WITHIN THIS SUBDIVISION.
- 2. ALL PROPOSED DWELLING UNITS SHALL BE SINGLE FAMILY, DETACHED,
- THIS SUBDIVISION IS SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ANTHEM AT MERRILL RANCH.
- 4. PUBLIC UTUTY FACILITY EXCENT WOULD BE LAND DEDICATED FOR INSTALLATION OF FACILITES OVERHEAD AND UNDERCROUND, FUNHSHED FOR USE BY THE PUBLIC. THIS TYPE OF EASENT MAY BE USED TO UNDERCROUND, FUNHSHED FOR USE BY THE PUBLIC. THIS TYPE OF EASENT MAY BE USED TO UNPROVIDENTS SUCH AS STREETWIST. THAT'RD STANLE SPECKS, SERVICE, AND FLOOD CONTINUE. THESE FACILITIES MAY BE OWNED AND OFERATED BY THE MUNICIPALITY OR DULY AUTHORIZED POLITICAL SUBDIVISION OF THE STATE OF ARZONA.
- CONSTRUCTION WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO UTILITIES, FENCES AND DRIVEWAYS, SIDEWALKS AND INSTALLATION OF STREET SIGNS.
- NO STRUCTURES OR VEGETATION OF ANY KIND THAT WOULD IMPEDE THE FLOW OF WATER THROUGH THE EASEMENTS MAY BE CONSTRUCTED, PLANTED OR ALLOWED TO GROW WITHIN DRAINAGE EASEMENTS.
- ONLY GROUND COVER AND BUSHES ARE ALLOWED TO BE PLANTED WITHIN EASEMENTS DEDICATED FOR THE EXCLUSIVE USE OF WATER, SANITARY SEWER, RECLAIMED WATER OR ANY COMBINATION THEREOF. NO TREES ARE ALLOWED.
- VSIBILITY EASEMENT RESTRICTIONS: ANY OBJECT, WALL, STRUCTURE, MOUND, OR LANDSCAPING (MATURE) OVER 24° IN HEIGHT IS NOT ALLOWED WITHIN THE VISIBILITY EASEMENT (SEE SHEET 2 FOR DETAIL) OR THE INTERSECTION SIGHT DISTANCE TRANSLE (SEE SHEET 8 FOR DETALS).
- 9. TRACT, LOT AND PARCEL MONUMENTATION TO SET AT THE COMPLETION OF STREET PAVING.
- 10. ALL TRACTS THAT WILL NOT BE DEDICATED TO THE TOWN OF FLORENCE AND ALL COMMON PROPERTY SHALL BE UMPROVED IN ACCERDANCE WITH FLANS APPROVED BY THE <u>TOWN DE</u> FLORENCE AND SHALL BE CONVEYED BY WARRANTY OR SPECIAL WRANTY OF BED TO THE COMMUNITY ASSOCIATION. THE COMMUNITY ASSOCIATION SHALL BE RESPONSIBLE FOR THE MUNITENANCE OF THE COMMON REOPERTY.
- 11. ALL PROPERTY LINES SHOWN INTERSECTING AN ARC ARE TO BE ASSUMED RADIAL, UNLESS NOTED AS NON-RADIAL (NR).
- POSITIONAL TOLERANCE FOR WALLS COMMON TO TWO LOTS IS +/-1.00 FOOT FROM COMMON LOT LINE. WALLS COMMON TO A LOT AND A TRACT OR RIGHT-OF-WAY ARE TO BE WITHIN THE WALL MAINTENANCE EASEMENT.
- 13. DEVELOPMENT WITHIN THIS FINAL PLAT SHALL CONFORM WITH THE 2006 INTERNATIONAL FIRE CODE







29.9008 ACRES 7.5976 ACRES 4.6317 ACRES 25.2691 ACRES

RECORDER

and and official seal. Pinal County Recorde Depu

}_{ss}

SEWER	JOHNSON UTILITIES CO
WATER	JOHNSON UTILITIES CO
ELECTRIC	ARIZONA PUBLIC
	SERVICE (APS)
TELEPHONE	CENTURY LINK COMM.
SOLID WASTE DISPOSA	AL TOWN OF FLORENCE
CABLE	COX/QWEST
	COMMUNICATIONS
POLICE	TOWN OF FLORENCE
	POLICE DEPARTMENT
FIRE	TOWN OF FLORENCE
	FIRE DEPARTMENT
SCHOOLS	FLORENCE UNIFIED
	SCHOOL DISTRICT

BAXTER DESIGN GROUP

500 N. Dobson Rd., Suite 2

Scottsdale, AZ 85256 (480) 818-6001

SURVEYOR CERTIFICATION

THIS IS TO CERTIFY THAT THIS PLAT IS CORRECT AND ACCURATE AND THE IHIS IS TO CERTIFY THAT THIS PLAT IS CORRECT AND ACCURATE AND THE MONUMENTS DESCRIBED HEREIN HAVE EITHER BEEN SET OR LOCATED AS DESCRIBED TO THE BEST OF MY KNOWLEDGE AND BELIEF.

AUGUST 8, 2017

DANNI D

BEVIENE R

REVISIONS:

BDG

STS

JNW

FINAL PLAT

J.W. WEEKS, R.L.S., 43021 BAXTER DESIGN GROUP, LLC 7500 N. DOBSON ROAD, SUITE 200 SCOTTSDALE, AZ 85256

PULTE HOME COMPANY

ANTHEM AT MERRILL RANCH **FINAL PLAT UNIT 3**

SITUATED WITHIN THE EAST HALF OF SECTION 19 AND THE WEST HALF OF SECTION 20, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

06/08/17

ERSION

GAS



WATER AND SEWER SERVICE CERTIFICATION



BY:

MONUMENTS BEING 2634.19



COUNTY OF .__

ON THIS _____ DAY OF ____ ____ 20,____ BEFORE ME, THE UNDERSIGNED,

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

SS.

NOTARY PUBLIC DATE MY COMMISSION EXPIRES: ., 20__.

COUNTY RIGHT-OF-WAY EASEMENT ABANDONED AS PART OF THIS RECORDING

ADANDONED A	FART OF	THIS RECORDING
PCR No.	AREA (AC)	USAGE
DKT 375, PG 572, PCR	0.1676	COUNTY RIGHT-OF-WAY NE 1/4 SEC 19, T4S, R9E
DKT 375, PG 572, PCR	0.6331	COUNTY RIGHT-OF-WAY SE 1/4 SEC 19, T4S, R9E
DKT 375, PG 572, PCR	0.1809	COUNTY RIGHT-OF-WAY NW 1/4 SEC 20, T4S, R9E
DKT 375, PG 572, PCR	0.6298	COUNTY RIGHT-OF-WAY SW 1/4 SEC 20, T4S, R9E

APPROVALS

BY ACCEPTANCE OF THIS PLAT, THE TOWN OF FLORENCE AGREES TO THE VACATION OR ABANDONMENT OF THE EASEMENTS DESCRIBED OR SHOWN HEREON AS BEING VACATED OF ABANDONED. ARIZONA, THIS _____, DAY OF _____, 20___, APPROVED BY:. DATE: . DEVELOPMENT SERVICES DIRECTOR TOWN OF FLORENCE, ARIZONA DATE:

TOWN OF FLORENCE, ARIZONA													
APPROVED	BY	THE	COUNCIL	OF	THE	TOWN	OF	FLORENCE,	ARIZONA,	THIS	,	DAY	
OF			20										

	UNIT 3	
	COVER SHEET	
	SHEET 1 OF 8	
	eni: 1:172:400.0017.001-01.0011470255ai Duning Tanana: 702.002.0014517100.dag pizzka: August	l. 14, 2007 planal le souius

APPROVED BY: ________MAYOR . DATE: . ATE: .

ATTEST:		D
	TOWN CLERK	















TOWN OF FLORENCE ARZONA HISTORY	TOWN OF FLORENCE COUNCIL ACTION FORM	AGENDA ITEM 8b.			
MEETING DATE: Sept	ember 18, 2017	Action			
DEPARTMENT: Deve	☐ Information Only ☐ Public Hearing ⊠ Resolution				
STAFF PRESENTER:	Michelle Orton, Planning Manager	Ordinance Regulatory			
SUBJECT: Resolution Merrill Ranch Unit 7	☐ 1 st Reading ☐ 2 nd Reading ☐ Other				
STRATEGIC PLAN REFERENCE:					
	Economic Property Leadership at ationships X Transportation and Infraster				

RECOMMENDED MOTION/ACTION:

Motion to adopt Resolution No. 1642-17: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE FINAL PLAT FOR ANTHEM AT MERRILL RANCH UNIT 7; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.

BACKGROUND/DISCUSSION:

Pulte Home Corporation requests approval of this proposed subdivision located within the Anthem at Merrill Ranch (AMR) Planned Unit Development (PUD). This area will be part of the Parkside of the AMR community.

There are 85 single-family residential lots proposed for this 25.41 +/- acre subdivision. The resultant density for this particular unit will be 3.34 dwelling units per acre. The PUD zoning permitted an overall single-family residential density of 3.5 dwelling units per acre for AMR.

Neighborhood streets in this unit are designed and constructed with a 42-foot-wide right-of-way (ROW). The 42-foot ROW will be utilized for this subdivision to ensure ADA compliance.

The Preliminary Plat for Unit 7 was approved by the Planning and Zoning Commission on April 20, 2017. The Town of Florence Public Works and Fire Department staff have reviewed the proposed subdivision and support the approval of this Final Plat. Street names and addresses have been approved by the Town's GIS Coordinator and water and sewer infrastructure will be provided by Johnson Utilities.

A VOTE OF NO WOULD MEAN:

That Council has rejected the final plat for any reason whatsoever, the reasons therefore shall be recorded in the minutes pursuant to Section 150.233 (B). The applicant would be required to return to the final plat process with the new revisions.

A VOTE OF YES WOULD MEAN:

The Final Plat Anthem at Merrill Ranch, Unit 7 is approved and will be recorded with the office of the Pinal County Recorder.

FINANCIAL IMPACT:

Pulte Home Corporation will construct the roadways within this subdivision to Town standards and will maintain the roadways until the end of the construction warranty period.

Development of this subdivision allows for continued rooftop development and population growth within the Town of Florence, which subsequently will facilitate new employment and commercial opportunities.

ATTACHMENTS:

Resolution No. 1642-17 Final Plat for Anthem at Merrill Ranch Unit 7

RESOLUTION NO. 1642-17

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE FINAL PLAT FOR ANTHEM AT MERRILL RANCH UNIT 7; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.

WHEREAS, the Final Plat Anthem at Merrill Ranch Unit 7 is consistent with the approved Anthem at Merrill Ranch Planned Unit Development; and

WHEREAS, the Preliminary Plat for Anthem at Merrill Ranch Unit 7 was approved by the Planning and Zoning Commission on April 20, 2017.

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

1. Approve the Final Plat for Anthem at Merrill Ranch Unit 7 subject to Developer/Owner's compliance with all applicable laws and ordinances.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, this 18th day of September 2017.

Tara Walter, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

FINAL PLAT ANTHEM AT MERRILL RANCH

UNIT 7 (TOWN OF FLORENCE, AZ)

SITUATED WITHIN THE SOUTHEAST QUARTER OF SECTION 19 AND THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

DECLARATION, TITLE WARRANTY AND DEDICATION

STATE OF ARIZONA) SS.

COUNTY OF PINAL

KNOW ALL MEN BY THESE PRESENTS:

PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LABILITY COMPANY (HEREINAFTER REFERRED TO IN THIS PLAT AS THE "MASTER DEVELOPER"), AS OWNER HAS SUBOVINED UNDER THE NAME ANTHEM AT MERPIL, RANCH - UNIT 7, LOCATED WITHIN THE DEVELOPER"), AND SAIT VIEWER MERICIAN, TONO OF FLORENCE, PHAL COUNTY, ARICOM, AND MEREY DECLAREST THIS PLAT SETS FORT THE LOCATION AND GYES THE DIMENSIONS OF THE LOTS, TRACTS, STREETS, AND EASEMENTS CONSTITUTING SAME AND THAT SAD LOTS, TRACTS AND STREETS SHALL BE NORM BY THE NUMBER, LITTER OF NAME GYEN FACH.REPORT, SAME AND THAT SAD LOTS,

THE "MASTER DEVELOPER" IS THE OWNER OF FEE TILE IN: (A) THE PROPERTY BEING DEDICATED ON THIS PLAT TO THE PUBLIC FOR PURPOSES AND ALL INCIDENTIALS THERETC, AND (B) THE PROPERTY UPON OR ACROSS WHICH EASEMENTS ARE BEING DEDICATED ON THIS PLAT TO THE PUBLIC. THE "MASTER DESUPERTY HEREW YRREAMINS TO TOWN OF FLORENCE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, THE TITLE TO SUCH PROPERTY AGAINST ALL PERSONS.

STREET RIGHT-OF-WAY SHOWN ON THIS PLAT ARE DEDICATED TO THE PUBLIC FOR ROADWAY PURPOSES INCLUDING, BUT NOT LIMITED TO, ACCESS, DRAINAGE, TELECOMMUNICATIONS AND PUBLIC UTILITIES.

THE MAINTENANCE OF LANDSCAPING WITHIN THE PUBLIC RIGHT-OF-WAY TO BACK OF CURB SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS' ASSOCIATION OR THE ABUTTING PROPERTY OWNER.

EASEMENTS ARE DEDICATED AS SHOWN ON THIS PLAT.

AS DESIGNATED ON THIS PLAT, ONE FOOT WIDE VEHICULAR NON-ACCESS EASEMENTS PROHIBITING VEHICULAR INGRESS AND EGRESS ARE HEREBY DEDICATED TO THE PUBLIC UPON ALL LOTS ADJACENT TO DRAINAGE EASEMENTS, TRACTS, OR FACILITIES AND/OR ADJACENT TO ARTENAL, OR COLLECTOR STREETS.

AS DESIGNATED ON THIS PLAT, THREE FOOT WIDE WALL MAINTENANCE EASEMENTS GRANTING ACCESS TO CONSTRUCT AND MAINTAIN OR REPAR WALLS AND WALL FOOTINGS WITHIN THE WALL MAINTENANCE EASEMENT IS DEDICATED TO THE ANTHEM PARKSDE AT MERRILL RANCH COMMUNITY ASSOCIATION, INC.

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 TRACT D
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 TRACT M
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GENERAL NOTES

AS NON-RADIAL (NR).

AREA (AC) USAGE

AC) USAGE LANGSCAFE, DRAINAGE, STORM DRAIN, PUBLIC UTILITY & RETENTION LANGSCAFE, DRAINAGE, & PUBLIC UTILITY EASTMENT LANGSCAFE, DRAINAGE, & PUBLIC UTILITY EASTMENT

1. ALL-WEATHER ACCESS WILL BE PROVIDED TO ALL LOTS WITHIN THIS SUBDIVISION.

3. THIS SUBDIVISION IS SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ANTHEM AT MERRILL RANCH.

4. Plediu utility faculty faceboth would be unto dependito from instruktion of Facilities overhead and independion, financial for lists for the service that there of excession tax well uses to belicate independing financials for lists for the service that there of excession tax well uses to belicate independing financial financial services spectrum, and no on unued are immovements such as streamed by the Municipality or Duly authorized political submission of the Sixte or Aractona.

CONSTRUCTION WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO UTILITIES, FENCES AND DRIVEWAYS, SIDEWALKS AND INSTALLATION OF STREET SIGNS.

NO STRUCTURES OR VEGETATION OF ANY KIND THAT WOULD IMPEDE THE FLOW OF WATER THROUGH THE EASEMENTS MAY BE CONSTRUCTED, PLANTED OR ALLOWED TO GROW WITHIN DRAINAGE EASEMENTS.

ONLY GROUND COVER AND BUSHES ARE ALLOWED TO BE PLANTED WITHIN EASEMENTS DEDICATED FOR THE EXCLUSIVE USE OF WATER, SANITARY SEWER, RECLAIMED WATER OR ANY COMBINATION THEREOF, NO TREES ARE ALLOWED.

8. VISIBILITY EASEMENT RESTRICTIONS: ANY OBJECT, WALL, STRUCTURE, MOUND, OR LANDSCAPING (MATURE) OVER 24" IN HEIGHT IS NOT ALLOWED WITHIN THE VISIBILITY EASEMENT (SEE SHEET 2 FOR DETAIL) OR THE INTERSECTION SIGHT DISTANCE TRIANGLE (SEE SHEET 8 FOR DETAILS). 9. TRACT, LOT AND PARCEL MONUMENTATION TO SET AT THE COMPLETION OF STREET PAVING.

10. ALL TRACTS THAT WILL NOT BE DEDICATED TO THE TOWN OF FLORENCE AND ALL COMMON PROPERTY SHALL BE IMPROVED IN ACCORDANCE WITH PLANS APPROVED BY THE TOWN OF

ELORENCE AND SHALL BE IMPROVED IN ACCORDANCE WITH PLANS APPROVED BY THE TOWAD CE ELORENCE AND SHALL BE CONVEXED BY WARRANTY (OR SPECIAL WARRANTY) (ORE) TO THE COMMUNITY ASSOCIATION. THE COMMUNITY ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMON PROPERTY.

11. ALL PROPERTY LINES SHOWN INTERSECTING AN ARC ARE TO BE ASSUMED RADIAL. UNLESS NOTED

POSITIONAL TOLERANCE FOR WALLS COMMON TO TWO LOTS IS +/-1.00 FOOT FROM COMMON LOT LINE. WALLS COMMON TO A LOT AND A TRACT OR RIGHT-OF-WAY ARE TO BE WITHIN THE WALL MAINTENANCE EASEMENT.

13. DEVELOPMENT WITHIN THIS FINAL PLAT SHALL CONFORM WITH THE 2006 INTERNATIONAL FIRE CODE

2. ALL PROPOSED DWELLING UNITS SHALL BE SINGLE FAMILY, DETACHED.

NON-EXCLUSIVE DRAINAGE FASEMENTS ARE HEREBY DEDICATED TO THE PUBLIC UPON, OVER, ACROSS AND THROUGH TRACTS A, B NOM-EXCLUSIVE DRAINAGE EASEMENTS ARE HEREBY DEDICATED TO THE FUBLIC UPON, OVER, ACROSS AND THEOLOH TRACTS A, B, C, C, E, F, G, H, I, U, K, L & M MO/OR THOSE AREAS DESIGNATED AS SUCH HEREON NO USE SHALL BE PERMITTED WITHIN THE DRAINAGE EASEMENTS MICH WOLLD PROHIBIT OR INTERFERE WITH THE DRAINAGE USE. MAINTENANCE OF THE DRAINAGE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE ANTIEND ARKSDE AT MERRING RANCH DAVID VARIANCE CASEMENTS SHALL BE THE RESPONSIBILITY OF THE ANTIEND ARKSDE AT MERRING RANCH DAVID VARIA DAVID AND AND A DAVID THE ASSOCIATION NOT ADSOLUTELY MAINTAIN THE DRAINAGE EASEMENTS, THE GOVERNING ENTIT HAVING JURISDICTION VORT THE AREA IN WHICH THE DRAINAGE HERE TRACE HEASEMENTS ARE USED AT THE STREAMED. AT THE STREAMEST ARE LEASEMENTS ARE SUBGROWATE TO THE DRAINAGE EASEMENTS ARE EASEMENTS ARE SUBGROWATE TO THE DRAINAGE EASEMENTS ARE SUBGROWATE TO THE DRAINAGE

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IN WITNESS WHEREOF

PULTE HOME COMPANY, LLC, AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND HAS EXECUTED THIS SUBDIVISION PLAT BY THE SIGNATURE OF THE UNDERSIGNED, DULY AUTHORIZED, THIS ______ DAY OF _____ PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY;

FULIL	TIONE	COMPANY,	шо,	~	MICHIGAN	
BY: .						

ITS:

ACKNOWLEDGEMENT

STATE OF .	.)	-
)	SS.

COUNTY OF

____ 20____ BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED. ON THIS .__ __ DAY OF .___

WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FORGONG INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

NOTARY PUBLIC DATE

MY	COMMISSION	EXPIRES:	 20

MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1

INTERVILLE VARIABLE V



WATER AND SEWER SERVICE CERTIFICATION

MINING CONTROL CANNED CONTROL OF THE CANNED CONTROL CAN UNLIKES, LLC, AN ARZONA LIMITED LABILITY COMPANY, WHICH HAS BEEN DESIGNATED AS HAVING AN ASURED WHISE SUPELY PROJECTION AND CONTROL CAN UNLIKES, LLC, AN ARZONA LIMITED LABILITY COMPANY, WHICH HAS BEEN DESIGNATED AS HAVING AN ESURED WHISE SUPELY PROJECTION AND CONTROL TO SUPPLY WHITE EVIDENCED BY JOHNSON UNLITIES DRINKING WHITE SERVICE AREEMENT, A COPY OF WHICH IS SUBMITTED WITH THIS PLAT. ON-SITE SANITARY SEVER DISTRIBUTION UNLIKES WILL BE CONSTRUCTED BY THE DEVELOPER OF THIS SUBDIVISION AND OWNED AND MAINTAINED BY JOHNSON UNLIFES, LLC.

JOHNSON UTILITIES, LL.C., AN ARIZONA LIMITED LIABILITY COMPANY



ACKNOWLEDGEMENT

STATE OF

COUNTY OF .__

____ 20,____ BEFORE ME, THE UNDERSIGNED,

SS

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC DATE MY COMMISSION EXPIRES: ., 20__.

COUNTY RIGHT-OF-WAY EASEMENT

ABANDONED AS	PARTOFI	HIS RECORDING	
PCR No.	AREA (AC)	USAGE	
DKT 375, PG 572, PCR	0.4934	COUNTY RIGHT-OF-WAY SE 1/4 SEC 19, T4S, R9	
DKT 375, PG 572, PCR	0.5036	COUNTY RIGHT-OF-WAY SW 1/4 SEC 20, T4S, RS	θE

APPROVALS

BY ACCEPTANCE OF THIS PLAT, THE TOWN OF FLORENCE AGREES TO THE VACATION OR ABANDONMENT OF THE EASEMENTS DESCRIBED OR SHOWN HEREON AS BEING VACATED OF ABANDONED. ARIZONA, THIS _____, DAY OF _____, 20___, APPROVED BY:. . DATE: . DEVELOPMENT SERVICES DIRECTOR TOWN OF FLORENCE, ARIZONA APPROVED BY: . DATE: ____ TOWN ENGINEER TOWN OF FLORENCE, ARIZONA APPROVED BY THE COUNCIL OF THE TOWN OF FLORENCE, ARIZONA, THIS _____ .. DAY OF . .. 20 . APPROVED BY: _______MAYOR . DATE: . . DATE: .

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DATE AUGUST E Designed VV: Davan PF: Reviened VV: Project: ISSNE:	8, 2017 BDG STS JWW		De
J.W. WEEKS, R.L.S. BAXTER DESIGN (97500 N. DOBSON) SCOTTSDALE, AZ 8	ROUP, LL ROAD, S	.C UITE 200	
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UNIT 7 COVER SHE			

L TOWN OF FLORENCE COMMUNICATIONS TOWN OF FLORENCE POLICE DEPARTMENT TOWN OF FLORENCE FIRE DEPARTMENT

FLORENCE UNIFIED SCHOOL DISTRICT

CABLE

POLICE

SCHOOLS

FIRE



N.T.S.

NTS

nde, BL/762 AARPANETSANET AT ANNE (A FINZESCAL Durating). Na name, 742 XIIIX KNIF AT FINILANG | plantaka: Ampurt KN, 2017 | plantak ing samalas

THENCE, SOUTHEASTERLY AN ARC DISTANCE OF 35.37 FEET ALONG A NON-TANGENT CURVE TO THE LEFT FROM WHICH THE RADIUS POINT BEARS NORTH 67 DEGREES 31 MINUTES 27 SECONDS EAST, A DISTANCE OF 25.00 FEET AND HAVING A CENTRAL ANGLE OF BI DEGREES 30 MINUTES 35 SECONDS;

CONTAINING 25,4135 ACRES MORE OR LESS.













TOWN OF FLORENCE ARZONA HISTORY	TOWN OF FLORENCE COUNCIL ACTION FORM	AGENDA ITEM 8c.			
MEETING DATE: Sept	ember 18, 2017	Action			
DEPARTMENT: Deve	☐ Information Only ☐ Public Hearing ⊠ Resolution				
STAFF PRESENTER:	Michelle Orton, Planning Manager	☐ Ordinance ☐ Regulatory			
SUBJECT: Resolution Merrill Ranch Unit 37	☐ 1 st Reading ☐ 2 nd Reading ── Other				
STRATEGIC PLAN REFERENCE:					
	Economic Property Leadership an ationships X Transportation and Infrast e				

RECOMMENDED MOTION/ACTION:

Motion to adopt Resolution No. 1643-17: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE FINAL PLAT FOR ANTHEM AT MERRILL RANCH UNIT 37; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.

BACKGROUND/DISCUSSION:

Southwest Value Partners (SWVP) requests approval of Final Plat of Anthem at Merrill Ranch, Unit 37 the proposed subdivision located within the Anthem at Merrill Ranch (AMR) Planned Unit Development (PUD).

AMR Unit 37 lies west of Hunt Highway and south of the proposed extension of Merrill Ranch Parkway. There are 130 single-family residential lots proposed for this 33-acre subdivision with a density of 3.8 dwelling units per acre. The AMR zoning permitted an overall single-family residential density of 3.5 dwelling units per acre for AMR.

The Final Plat of AMR Unit 37 currently shows Lots 11-22, 34, 35, 64-68, 88 and 89 to be within the FEMA Flood Zone A (100-year storm event). The Town of Florence and SWVP have agreed that there shall be no vertical construction until approval of the Letter of Map Revision (LOMR) revising the flood zone to AE and establishing new boundary limits excluding the lots. The Resolution for this Final Plat adds an extra precaution to ensure that no homes will be constructed on the above-mentioned lots until the approval of the LORM.

Neighborhood streets in this unit are designed and constructed with a 40-foot-wide right-of-way (ROW), which is consistent with the AMR PUD zoning. Though the 40-foot ROW will be utilized for this subdivision, the improvement plans for this unit will reflect modifications to the local street sidewalk standard to ensure ADA compliance. Unit 37 has multiple points of access and connectivity.

The Preliminary Plat for Unit 37 was approved by the Planning and Zoning Commission on April 21, 2016 with a six-month extension on April 20, 2017. Town of Florence Public Works and Fire Department staff have reviewed the proposed subdivision and support the approval of this Final Plat. Street names and addresses have been approved by the Town's GIS Coordinator. Water and sewer infrastructure will be provided by Johnson Utilities.

A VOTE OF NO WOULD MEAN:

That Council has rejected the final plat for any reason whatsoever, the reasons therefore shall be recorded in the minutes pursuant to Section 150.233 (B). The applicant would be required to return to the final plat process with the new revisions.

A VOTE OF YES WOULD MEAN:

The Final Plat Anthem at Merrill Ranch, Unit 37 is approved and will be recorded with the office of the Pinal County Recorder.

FINANCIAL IMPACT:

SWVP will construct the roadways within this subdivision to Town standards and will maintain the roadways until the end of the construction warranty period.

Development of this subdivision allows for continued rooftop development and population growth within the Town of Florence, which subsequently will facilitate new employment and commercial opportunities.

ATTACHMENTS:

Resolution No. 1643-17 Final Plat for Anthem at Merrill Ranch Unit 37

RESOLUTION NO. 1643-17

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE FINAL PLAT FOR ANTHEM AT MERRILL RANCH UNIT 37; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.

WHEREAS, the Final Plat Anthem at Merrill Ranch Unit 37 is consistent with the approved Anthem at Merrill Ranch Planned Unit Development; and

WHEREAS, the Preliminary Plat for Anthem at Merrill Ranch Unit 37 was approved by the Planning and Zoning Commission on April 21, 2016 with a six-month extension on April 20, 2017.

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

- 1. Approve the Final Plat for Anthem at Merrill Ranch Unit 37 subject to Developer/Owner's compliance with all applicable laws and ordinances.
- 2. The Final Plat of AMR Unit 37, Lots 11-22, 34, 35, 64-68, 88 and 89 are within the FEMA Flood Zone A (100-year storm event). There shall be no vertical construction until approval of the Letter of Map Revision (LOMR) revising the flood zone to AE and establishing new boundary limits excluding the lots.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, this 18th day of September 2017.

Tara Walter, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

FINAL PLAT ANTHEM AT MERRILL RANCH UNIT 37 (TOWN OF FLORENCE, AZ)

SITUATED WITHIN THE SOUTHWEST QUARTER OF SECTION 24.THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 8 EAST, OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

DECLARATION, TITLE WARRANTY AND DEDICATION

STATE OF ARIZONA í ss.

COUNTY OF PINAL

KNOW ALL MEN BY THESE PRESENTS:

SWP PTE LC, AL ARZONA LIMITE LIBELIT COMPANY, (HEENAFTER REFERED TO IN THE SPLIT AS THE "ANSITE DEVELOPER"), AS ORDEN HAS AND/DEVELOPERTER DATE OF A DEVELOPER AND AND A SUT 37, LOSTED WITH THE SOTTIMEST LIFTER REFEARATION AND OTHER THE THE AND AND AND AND A SUT 37, LOSTED WITH THE SOTTIMEST LIFTER REFEARATION OF FLORENCE THAN COMPT, ARZONA, AND HEERE VERAMEST HE DEVELOPERT THE LOSTIM AND AND AND THE DIMENSIONS OF THE LOTS, TRACTS, STREETS, AND EASENTS CONSTITUTION SAME AND THAT SAID LOTS, TRACTS AND STREETS SAILL BE NORME BY THE NUMBER, LIFTER OF NAME GIVE AND AND SPECTURE).

THE "MASTER DEVELOPER" IS THE OWNER OF FEE THE IM: (A) THE PROPERTY BEING DEDICATED ON THIS PLAT TO THE PUBLIC FOR PURPOSES AND ALL NOIDENTALS THERETO, AND (S) THE PROPERTY (PON OR ACROSS WHICH EASEWINTS ARE EIRIG DEDICATED ON THIS PLAT TO THE PUBLIC. THE "MASTER DEVELOPER" HERERY WARRANTS TO TOWN OF FLORENCE, A POLITICAL SUBDIVISION OF THE STATE OF ARE/ONA, THE THE TO SUCH PROPERTY ADARST ALL PERSONS.

STREET RIGHT-OF-WAY SHOWN ON THIS PLAT ARE DEDICATED TO THE PUBLIC FOR ROADWAY PURPOSES INCLUDING, BUT NOT LIMITED TO, ACCESS, DRAINAGE, TELECOMMUNICATIONS AND PUBLIC UTILITIES.

THE MAINTENANCE OF LANDSCAPING WITHIN THE PUBLIC RIGHT-OF-WAY TO BACK OF CURB SHALL BE THE RESPONSIBILITY OF THE ANTHEM PARKSIDE AT MERRILL RANCH COMMUNITY ASSOCIATION OR THE ABUTTING PROPERTY OWNER.

EASEMENTS ARE DEDICATED AS SHOWN ON THIS PLAT.

AS DESIGNATED ON THIS PLAT, ONE FOOT WIDE VEHICULAR NON-ACCESS EASEMENTS PROHIBITING VEHICULAR INGRESS AND EGRESS ARE HERBY DEDICATED TO THE PUBLIC UPON ALL LOTS ADJACENT TO DRAMAGE EASEMENTS, TRACTS, OR FACILITES AND/OR ADJACENT TO ANTERNAL OR OLDELTOR STRETS.

AS DESIGNATED ON THIS PLAT, THREE FOOT WIDE WALL MAINTENANCE EASEMENTS GRANTING ACCESS TO CONSTRUCT AND MAINTAIN OR REPAIR WALLS AND WALL FOOTINGS WITHIN THE WALL MAINTENANCE EASEMENT IS DEDICATED TO THE ANTHEM PARKSIDE AT MERRILL RANGY COMMUNITY ASSOCIATION, INC.

NON-EXCLUSIVE DRAINAGE EASEMENTS ARE HEREBY DEDICATED TO THE PUBLIC UPON, OVER, ACROSS AND THROUGH TRACTS A, B, NON-EACULSIVE. URAINAGE EASEMENTS ARE HERBEY DUDICATED TO THE FUELD UPON, OVER, ASRCSS AND THRUGHT HACTS A, B, C, D, E, F, C, H, L, A, L, E M, AND AND THE THE AREA DESIGNATED ES SUCH HERCH, NO USE SNALE BE PERMITTED WITHIN THE SHALL BE THE RESPONSEITLY OF THE ANTHEN PARKSDE AT MERRIL RANCH COMMUNITY ASSOCIATION. SHOLD THE ASEM NOT ADOLDATED WITHIN THE THE ARRIVE EASEMENTS, THE COVERNME CHITTH HAVIN DURSDICTION OVER THE AREA. IN WHICH THE DRAINAGE EASEMENTS ARE LLOCATED, AT ITS DISCRETION, MAY DITER UPON AND MANTIAN THE DRAINAGE EASEMENTS ARE THE ANTHEND FARSEDE AT MERRIL RANCH COMMUNITY ASSOCIATION. THE COST OF THE MANTE ANALE. ALL OTHER EASEMENTS ARE THE ANTHEM PARKSIDE AT MERRILL RANCH C SUBORDINATE TO THE DRAINAGE EASEMENTS.

PUBLIC UTILITY FACULTY EASEMINTS ARE HEREBY DERICATED TO THE PUBLIC UPON, OVER, UNDER, AGROSS AND THROUGHOUT THOSE MEASE DESIGNATION AS SUCH HEREBY DERICATION, MAINTENANCE, REPAR, AND REMOVAL OF UNDERGROUND UTILIES, INCLUDING, BUT NOT LIMITED TO, WATER, SEWER, GAS, ELECTING, AND TELECOMMUNICATIONS. MAINTENANCE OF THE AREAS SUBJECT TO SUCH PUBLIC UTILITY FACULTY EASEMINTS SHALL BE THE RESPONSIBILITY OF THE LOT OR TRACT OWNER.

IN WITNESS WHEREOF

SWVP PTE LLC. AS OWNER, HAS HERELINTO CAUSED ITS NAME TO BE AFFIXED AND HAS EXECUTED THIS SUBDIVISION

PLAT BY THE SIGNATURE OF THE UNDERSIGNED, DULY AUTHORIZED, THIS ______ DAY OF ______ SWVP PTE LLC, AN ARIZONA LIMITED LIABILITY COMPANY: ____ 20____.

BY:			 	

ITS: .

ACKNOWLEDGEMENT

STATE	0F)
		_) SS.

COUNTY OF

____ 20____ BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED. ON THIS .__ _ DAY OF .

WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FORGONG INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

NOTARY PUBLIC DATE

MY	COMMISSION	EXPIRES:	 20

MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2

NOTWITHSTANDING THE FOREGOING, THE OWNER OF THE REAL PROPERTY WHICH IS THE SUBJECT OF THIS PLAT, (COLLECTIVELY WITH PREDECESSORS AND SUCCESSORS AND THEIR ASSIGNS PURSUANT TO THE HEREINATER DESCRIED DEVELOPMENT AGREEMENT, THE "OWNERS"), HEREBY RESERVE AN INTEREST IN ANY OF THE FOREGOING LESSBEET TO EXCLUDENT TO REFERRENT TO THE COMPARY AND THE TO THE ADDRESS TO THE A



APPROVED BY

OF .

- 11. ALL PROPERTY LINES SHOWN INTERSECTING AN ARC ARE TO BE ASSUMED RADIAL, UNLESS NOTED AS NON-RADIAL (NR).
- POSITIONAL TOLERANCE FOR WALLS COMMON TO TWO LOTS IS +/-1.00 FOOT FROM COMMON LOT LINE. WALLS COMMON TO A LOT AND A TRACT OR RIGHT-OF-WAY ARE TO BE WITHIN THE WALL MAINTENANCE EASEMENT.
- 13. DEVELOPMENT WITHIN THIS FINAL PLAT SHALL CONFORM WITH THE 2006 INTERNATIONAL FIRE CODE.
- 14. THIS FINAL PLAT REFLECTS THE FEMA CLOMR CASE NUMBER 09-09-0982R, JUNE 30, 2009.
- 15. LOTS 11 THRU 22, 34, 35, 64 THRU 68, 88 AND 89 CURRENTLY SHOWN TO BE WITHIN THE FEMA FLOOD ZONE A (100-YR STORM EVENT) SHALL HAVE NO VERTICAL CONSTRUCTION UNTIL APPROVAL OF THE LOAR REVISING THE FLOOD ZONE TO AE AND ESTABLISHING NEW BOUNDARY LIMITS EXCLUDING THE LOTS

DEVELOPMENT SERVICES DIRECTOR TOWN OF FLORENCE, ARIZONA	ANTHEM AT MERRILL RANC
APPROVED BY: DATE: TOWN ENGINEER DATE: TOWN OF FLORENCE, ARIZONA	FINAL PLAT UNIT 37
APPROVED BY THE COUNCIL OF THE TOWN OF FLORENCE, ARIZONA, THIS, DAY OF 20,	SITUATED WITHIN THE SW ‡ OF SEC 24 AND THE NW ‡ OF SEC 25, T4S, R8E, OF THE G&SRM, TOF, PINAL CO., AZ
APPROVED BY: DATE:	UNIT 37 COVER SHEET
ATTEST: DATE:	SHEET 1 OF 6

GWAND DTE LLO

. DATE:
LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE NORTHWEST QUARTER OF SECTION 25 AND THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GLA AND SALT RIVER MERIDIAN, PINAL COUNTY, RIZIONA, MORE PARTICULARLY DESCRIPED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER (FOUND 3" GLO BRASS CAP) OF SAID SECTION 25, FROM WHICH FONT THE NORTH GUARTER CONNER (FOUND 3" GLO BRASS CAP) OF SECTION 25 ELARS NORTH BS CORNER, THE WASTER CONNER (FOUND BRASS CAP) SECTION 25 ELARS NORTH BS CORNER, THE WAST CUARTER CORNER (FOUND BRASS CAP STEW) OF SECTION 25 ELARS SOUTH OD DEGREES 17 MINUTES 33 SECONDS EAST (BASIS OF BEARING), A DISTANCE OF 2839,34 FEET SAID NORTHWEST CORNER BEIN THE CARTLO DE BEARING), A DISTANCE OF 2839,34 FEET SAID

THENCE NORTH 00 DEGREES 22 MINUTES 08 SECONDS WEST, A DISTANCE OF 47.34 FEET; THENCE NORTH 85 DEGREES 40 MINUTES 51 SECONDS EAST, A DISTANCE OF 496.25 FEET;

THENCE SOUTH 17 DEGREES 40 MINUTES 03 SECONDS EAST, A DISTANCE OF 1869.03 FEET;

THENCE SOUTH 72 DEGREES 19 MINUTES 57 SECONDS WEST, A DISTANCE OF 229,68 FEET; THENCE NORTH 51 DEGREES 00 MINUTES 43 SECONDS WEST. A DISTANCE OF 17,18 FEET;

THENCE NORTH OF DEGREES 35 MINUTES 43 SECONDS WEST, A DISTANCE OF 37.16 FEET;

THENCE NORTH 72 DEGREES 43 MINUTES 19 SECONDS WEST, A DISTANCE OF 40.00 FEET;

THENCE SOUTHWESTERLY, AN ARC DISTANCE OF 219.32 FEET ALONG A NON TANGENT CURVE TO THE RIGHT FROM WHICH THE RADIUS POINT BEARS NORTH Z2 DEGREES 43 MINUTES 19 SECONDS WEST A RADIUS OF 280.00 FEET, AND HAVING C CENTRAL ANDLE OF 44 DEGREES 52 MINUTES 42 SECONDS;

THENCE NORTH 27 DEGREES 50 MINUTES 37 SECONDS WEST, A DISTANCE OF 117.27 FEET:

THENCE SOUTH 76 DEGREES 03 MINUTES 29 SECONDS WEST, A DISTANCE OF 45.47 FEET;

THENCE SOUTH 89 DEGREES 43 MINUTES 38 SECONDS WEST, A DISTANCE OF 510.19 FEET;

THENCE NORTH 00 DEGREES 17 MINUTES 53 SECONDS WEST, A DISTANCE OF 1809.34 FEET TO THE POINT OF BEGINNING.

CONTAINING 33.7690 ACRES, MORE OR LESS.



LOT LAYOUT DETAIL

NTS











TOWN OF FLORENCE ARZONA NUMERICA	TOWN OF FLORENCE COUNCIL ACTION FORM	AGENDA ITEM 8d.	
MEETING DATE: Sep	tember 18, 2017	Action	
DEPARTMENT: Administration		 Information Only Public Hearing Resolution 	
STAFF PRESENTER:	Jennifer Evans, Management Analyst	Ordinance	
SUBJECT : FY18 Congestion Mitigation Air Quality Improvement (CMAQ) Funding Application for PM-10 Certified Street Sweeper		☐ Regulatory ☐ 1 st Reading ☐ 2 nd Reading ☐ Other	
STRATEGIC PLAN REFERENCE:			
Community Vitality			
☐ Partnership and Relationships ⊠ Transportation and Infrastructure			

RECOMMENDED MOTION/ACTION:

Motion to approve the submittal of an FY2018 CMAQ funding application for a PM-10 certified street sweeper.

BACKGROUND/DISCUSSION:

Maricopa Association of Governments is soliciting applications for FY18 CMAQ funding from member agencies. The purpose of the PM-10 Certified Street Sweeper Program is to reduce particulate emissions by vehicles traveling on paved roads. The new street sweeper will replace the street sweeper that was placed in service in 2009. The Town has experienced numerous problems with the street sweeper and it needs to be replaced.

A VOTE OF NO WOULD MEAN:

A No vote would mean the Town does not submit a grant application for funding to purchase a new street sweeper.

A VOTE OF YES WOULD MEAN:

A Yes vote would mean the Town will submit a grant application for funding to purchase a new street sweeper.

FINANCIAL IMPACT:

The total cost of the PM-10 certified street sweeper is \$229,389.06. The Town must provide a 5.7% match of \$13,075, and the remaining funds will come from the CMAQ program.

ATTACHMENTS:

None

TOWN OF FLORENCE AREZONA HUBBE	TOWN OF FLORENCE COUNCIL ACTION FORM	AGENDA ITEM 8e.	
MEETING DATE: Sep	tember 18, 2017	⊠ Action	
DEPARTMENT: Admi	nistration	Information Only Public Hearing Resolution	
STAFF PRESENTER: Jennifer Evans, Management Analyst		Crdinance Regulatory	
SUBJECT : Ratification of the Submission of a FY18 Water Infrastructure Finance Authority Technical Assistance Application for a Clean Water (Wastewater) Project		☐ 1 st Reading ☐ 2 nd Reading ☐ Other	
STRATEGIC PLAN REFERENCE:			
□ Community Vitality □ Economic Prosperity □ Leadership and Governance			
☐ Partnership and Relationships ⊠ Transportation and Infrastructure			
Statutory None			

RECOMMENDED MOTION/ACTION:

Motion to ratify the submittal of an FY2018 Water Infrastructure Finance Authority (WIFA) Technical Assistance Application for a Clean Water (Wastewater) Project.

BACKGROUND/DISCUSSION:

WIFA is seeking applications for infrastructure planning or design projects that will help prepare facilities for project construction. Funding is available for drinking water, wastewater and stormwater projects. WIFA has funding available for up to \$35,000 per project. Funding is provided to hire a consultant to complete the planning and/or design phase of a project.

The Town of Florence submitted a technical assistance application for funding to complete a Sewer Line Condition and Capacity Report. The report will be a comprehensive study of the Town's wastewater infrastructure and will facilitate defining, scoping, and prioritizing collection line projects. The report provides an assessment of current conditions, deficiencies, and future requirements. It will also prioritize operating and capital projects. This financial assistance allows the Town to methodically plan, design, schedule and bid projects.

The study scope and budget were finalized within two weeks of the August 31, 2017 application deadline. The application was submitted by the deadline but requires

approval by the Town Council. Staff is requesting ratification of the application since the total project cost will exceed \$25,000.

A VOTE OF NO WOULD MEAN:

A No vote would mean the Town will withdraw its grant application for WIFA Technical Assistance funding.

A VOTE OF YES WOULD MEAN:

A Yes vote would mean the Town will compete for WIFA Technical Assistance funds.

FINANCIAL IMPACT:

The total budget for the Sewer Line Condition and Capacity Report is \$87,500. WIFA will fund \$35,000 and the Town's share is \$52,500.

ATTACHMENTS:

None

TOWN OF FLORENCE AREZONA HUBBE	TOWN OF FLORENCE COUNCIL ACTION FORM	AGENDA ITEM 8f.	
MEETING DATE: Sep	tember 18, 2017	⊠ Action	
DEPARTMENT: Admi	nistration	 Information Only Public Hearing Resolution 	
STAFF PRESENTER: Jennifer Evans, Management Analyst		Ordinance	
SUBJECT : FY22 Pinal County Arterial and Bridge Program Funding Application for State Route 287/79B Intersection Improvement Project.		☐ Regulatory ☐ 1 st Reading ☐ 2 nd Reading ☐ Other	
STRATEGIC PLAN REFERENCE:			
Community Vitality			
☐ Partnership and Relationships ⊠ Transportation and Infrastructure			
Statutory None			

RECOMMENDED MOTION/ACTION:

Motion to approve the submittal of an FY2022 Pinal County Arterial and Bridge Program Funding Application for State Route 287/79B Intersection Improvement Project, in the amount of \$1,500,000.

BACKGROUND/DISCUSSION:

Maricopa Association of Governments (MAG) is soliciting applications for the FY2022 Pinal County Arterial and Bridge Program. Only projects within the Pinal County area of MAG are eligible for funding under the program. Funding for programming is provided by the Federal Highway Administration Surface Transportation Block Grant Program. Eligible activities include capacity expansion, rehabilitation of existing roadways, rehabilitation of existing bridges, and intersection improvements. The funding request may not exceed \$3 million for a single-jurisdiction project.

Staff requests approval to apply for funding to construct intersection improvements at State Route 287 and 79B. The project will entail reconstructing the intersection to a more compact form and add new pedestrian and bicycle features to increase multi-modal access while optimizing traffic operations.

A VOTE OF NO WOULD MEAN:

A No vote would mean the Town does not submit a grant application for funding.

A VOTE OF YES WOULD MEAN:

A Yes vote would mean the Town will submit a grant application for funding.

FINANCIAL IMPACT:

The total cost of the project is \$1,500,000.

ATTACHMENTS:

None

TOWN OF FLORENCE ARIZONA USUBLE USUBLE	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8g.
MEETING DATE: Se	ptember 18, 2017	
DEPARTMENT: Flore	nce Police Department	 ☑ Action ☑ Information Only ☑ Public Hearing
STAFF PRESENTER: Daniel Hughes, Police Chief		Resolution Ordinance
SUBJECT: Intergovernmental Agreement No. 2017-03 with Pinal County to participate in the Pinal County Narcotics Task Force's ACJC Grant No. DC-18-010, and to accept reimbursement of employee overtime and related expenses.		☐ Regulatory ☐ 1 st Reading ☐ 2 nd Reading ☐ Other
STRATEGIC PLAN REFERENCE: Community Vitality		
 ☑ Leadership and Governa ☑ Statutory ☑ None 	ance 🛛 Partnerships and Relationships 🗌 Tran	sportation and Infrastructure

RECOMMENDED MOTION/ACTION:

To enter into Intergovernmental Agreement No. 2017-03 (the "IGA") allowing the Florence Police Department to participate in the Pinal County Narcotics Task Force and accept the reimbursement of employee overtime costs and related expenses that are paid for through the County's program budget.

BACKGROUND/DISCUSSION:

The Town of Florence Police Department have participated in the Pinal County Narcotics Task Force for a number of years to assist the Florence Police Department and Pinal County in combating illegal drug usage in our communities. The Florence Police Department assigns one officer to participate in the task force. The Florence Police Department is one of the few agencies that receives reimbursement for the participating officer's salary and overtime expenses.

A VOTE OF YES WOULD MEAN:

The Florence Police Department will continue to participate in the Pinal County Narcotics Task Force and will accept program reimbursements from Pinal County.

A VOTE OF NO WOULD MEAN:

The Florence Police Department would no longer participate in the Narcotics Task Force.

FINANCIAL IMPACT:

The Pinal County Sheriff's Office has an approved grant program budget of \$142,928.00. This funding is used to pay sub-grantee wages and overtime for Pinal County Sheriff's Office Task Force participants such as the Florence Police Department.

ATTACHMENTS: :

- 1. Intergovernmental Agreement Number 2017-03 regarding reimbursement of overtime and overtime employee related expenses incurred due to the Florence Police Department's Participation in the Pinal County Narcotics Task Force's ACJC Grant # DC-18-010.
- Pinal County Agenda Item Report and Arizona Criminal Justice Commission Drug, Gang, and Violent Crime Control Program Grant Agreement (ACJC Grant Number DC-18-010).

INTERGOVERNMENTAL AGREEMENT NUMBER 2017-03 REGARDING REIMBURSEMENT OF OVERTIME AND OVERTIME EMPLOYEE RELATED EXPENSES INCURRED DUE TO THE FLORENCE POLICE DEPARTMENT'S PARTICIPATION IN THE PINAL COUNTY NARCOTICS TASK FORCE'S ACJC GRANT# DC-18-010

RECITALS

WHEREAS, on July 26, 2017, the Pinal County Board of Supervisors approved Pinal County's participation in the ACJC Drug, Gang and Violent Crime Control grant award by approving and signing contract number DC-18-010 in the total amount of \$142,928.00, \$57,171.00 in Federal funds, \$50,024.00 in State funds, and \$35,733.00 from PCSO Task Force Rico and,

WHEREAS, said contract is intended to fund operations of the Pinal County Narcotics Task Force including the Overtime and Overtime Employee Related Expenses incurred by the Florence Police Department during their participation in this program.

WHEREAS, ACJC Contract number DC-18-010, administered by the Pinal County Sheriff's Office, prescribes the scope, terms and duration of the program and is limited to reimbursement of one (1) Florence Police Officer's Task Force approved Overtime, and Employee Related Expenses incurred during the duration of this grant.

WHEREAS, the Florence Police Department is willing to participate in the Pinal County Narcotics Task Force under the terms of ACJC contract number DC-18-010.

<u>Agreement</u>

Florence Police Department agrees as follows:

- 1. Each Party is authorized to participate in this agreement pursuant to A.R.S. § 11-951 *et seq*.
- 2. Each party has read and agrees to the terms of ACJC Grant number DC-18-010.
- 3. This agreement shall terminate on 06/30/2018, or as soon thereafter as ACJC completes reimbursement of eligible expenditures for approved overtime and employee related expenses incurred during this period.

4. Each party shall complete and submit the reports and forms required by ACJC Grant number DC-18-010 and the Pinal County Sheriff's Office designee for program compliance. See below for submission schedule:

Report Period:	Due Date:	Report Period:	Due Date:
July 1 to July 31	August 15	January 1 to January 31	February 15
August 1 to August 31	September 15	February 1 to February 28	March 15
September 1 to September 30	October 15	March 1 to March 31	April 15
October 1 to October 31	November 15	April 1 to April 30	May 15
November 1 to November 30	December 15	May 1 to May 31	June 15
December 1 to December 31	January 15	June 1 to June 30	July 7

Reimbursement requests must include signed time sheets, leave requests and proof of payment.

- 5. Each Party shall at all times provide and keep in full force and effect Arizona Workers Compensation Insurance as required by law. Each party shall provide the other with insurance certificates or proof of participation in a Risk and Retention Insurance Pool. No party shall allow its coverage to change, be cancelled, nor fail to renew without giving the other party at least thirty (30) calendar days advance written notice.
- 6. For the purpose of workers' compensation, an employee of any party to this agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of any other party pursuant to the Agreement shall be deemed to be an employee of the party who is his primary employer and of the party under whose jurisdiction and control he is then working as provided in A.R.S. §23-1022(D). The primary employer party of such an employee shall be solely liable for payment of workers' compensation benefits for the purpose of this section. Each party herein shall comply with the provisions of A.R.S. § 23-1022(E) by posting the public notice required by that section.
- 7. In addition to any insurance coverage required by this Agreement, each party agrees that it will be solely responsible for and will assume sole liability for its officer's acts or omissions of any kind, while performing any service or activity under this Agreement. In the event that a claim is made against any party for acts or omissions of any of its employees or officers, it is the intent of the parties to cooperate fully in the defense of said claim or claims and to cause their insurers to do likewise, to the extent practicable.
- 8. To the extent permitted by law, each party (as indemnitor) agrees to indemnify, defend and hold harmless the other party or parties (as indemnitee) from and against all claims, losses, liability, costs, or expenses (including reasonable attorneys fees) arising out of bodily injury or death of

any person or any property damage, but only to the extent that such claims which result in vicarious, derivative or other form of liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor or its employees or officers assigned to the Pinal County Narcotics Task Force.

9. A party may terminate its participation in this the memorandum of understanding by giving the Pinal County Sheriff's Office thirty (30) calendar day's written notice of termination.

The foregoing is approved by the governing body of the local government as evidenced below.

Date

Pinal County by:

Chairman, Pinal County Board of Supervisors

Attest:

Municipality by:

Date

Mayor, Town/City of _____

Attest:

Clerk

Clerk

COUNSEL APPROVAL AS TO FORM:

I have read this Agreement and have determined such Agreement is in proper form and is entered into within the powers of and authority granted under the laws of the State of Arizona.

Deputy Pinal County Attorney

I have read this Agreement and have determined such Agreement is in proper form and is entered into within the powers of and authority granted under the laws of the State of Arizona.

City/Town	Attorney
-----------	----------

Date



AGENDA ITEM

July 26, 2017 ADMINISTRATION BUILDING A FLORENCE, ARIZONA

REQUESTED BY: Mark Lamb

Funds #: 22

Dept. #:

Dept. Name: Sheriff's Office

Director: Mark Lamb

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of grant agreement DC-18-010 between the Arizona Criminal Justice Commission (ACJC) and the Pinal County Sheriff's Office in the amount of \$142,928. The agreement will be used to pay Sub-grantee Wages/ERE and Overtime for PCSO Task Force Participants. Acceptance requires an amendment to the FY 17/18 budget to transfer reserve appropriations only from Fund 213 (Grants/Project Contingency) to Fund 22 (Sheriff Drug Task Force) to increase revenue and expenditure appropriations. There will be no impact on the General Fund.

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

MOTION:

Alta Calm

Approve as presented.

History		
Time	Who	Approval
7/11/2017 12:06 PM	Grants/Hearings	Yes
7/12/2017 7:53 AM	Grants/Hearings	Yes
7/18/2017 2:25 PM	Budget Office	Yes
7/19/2017 3:41 PM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

- ACJC Award No. DC-18-010
- ACJC Budget Memorandum
- ACJC Budget Appropriation
- ACJC Pre-Approval Form

26 day of JI **APPROVED** this Chairman, Pinal Cour ATTEST

http://pcagenda/CoverSheet.aspx?ItemID=12730



ARIZONA CRIMINAL JUSTICE COMMISSION Drug, Gang, and Violent Crime Control Program GRANT AGREEMENT

AUG 0 9 2017

ACJC Grant Number DC-18-010

Catalog of Federal Domestic Assistance (CFDA) Number 16.738

This Grant Agreement is made this 2nd day of June, 2017 by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and PINAL COUNTY, through Pinal County Sheriff's Office hereinafter called "GRANTEE". The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

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

- This Agreement will commence on July 1, 2017 and terminate on June 30, 2018. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty (60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension that furthers the goals and objectives of the program and shall determine the length of any extension.
- 2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines and special conditions.
- 3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance as determined by the COMMISSION will constitute noncompliance with this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this Agreement or revoke the grant.
- 4. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
- 5. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:
 - I. If to the COMMISSION:

Arizona Criminal Justice Commission 1110 W. Washington Street, Suite 230 Phoenix, Arizona 85007 Attn: Program Manager

B. If to the GRANTEE:

Pinal County Sheriff's Office PO Box 867 Florence, AZ 85232 Attn: **Sheriff Mark Lamb**

6. For grant awards above \$100,000, GRANTEE may make budget adjustments of up to ten (10) percent of the total grant within any approved budget category excluding equipment. Written approval from the COMMISSION in advance is required if GRANTEE wishes to make adjustments or reprogram in excess of ten (10) percent or if GRANTEE wishes to purchase equipment not previously approved.

For grant awards less than \$100,000, the GRANTEE may make budget adjustments within approved categories excluding equipment as long as there are no changes to the purpose or scope of the project. If GRANTEE wishes to purchase equipment not previously approved, written approval from the COMMISSION in advance is required.

APPROVED LINE ITEM PROGRAM BUDGET		
Personnel:	6 - 51 - 51 - 51 - 51 - 51 - 51 - 51 - 5	
Salaries	\$58,540.0 0	
Fringe Benefits (for salaries/overtime)*	\$43,261.00	
Overtime	\$41,127.00	
Professional & Outside/Consultant & Contractual Services	NOT APPROVED	
Travel In-State		
Travel Out-of-State	NOT APPROVED	
Confidential Funds	NOT APPROVED	
Operating Expenses:	NOT APPROVED	
Supplies	NOT APPROVED	
Registration/Training	NOT APPROVED	
Other	NOT APPROVED	
Equipment		
Capital	NOT APPROVED	
Noncapital	NOT APPROVED	
TOTAL	\$142,928.00	
Positions Funded:		
Coolidge PD Investigator (1.00 FTE), overtime		
Equipment Type: NOT APPROVED		

*Reference the ACJC Grant Management Manual for definition of approved Fringe Benefit

- 7. The total to be paid by the COMMISSION under this Agreement shall not exceed \$57,171.00 in Federal funds awarded to the COMMISSION by the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP) and \$50,024.00 in State Funds. If this grant has a matching requirement GRANTEE understands that other federal grant funds cannot be used as a match for this grant. The matching amount for this award is \$35,733.00.
- 8. Every payment obligation of the COMMISSION under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

- 9. GRANTEE agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those award funds have been, are being or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, GRANTEE will promptly notify, in writing, the COMMISSION, and if so requested by the COMMISSION, seek a budget modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
- 10. GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the COMMISSION. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. GRANTEE also understands and agrees that USDOJ and the United States General Accounting Office (USGAO) are authorized to interview any officer or employee of the GRANTEE (or of any subgrantee, contractor, or subcontractor) regarding transactions related to this award.
- 11. GRANTEE agrees that activities funded under this award will be closely coordinated with related activities supported with Office of Justice Programs (OJP), State, local or tribal funds. Grant funds may only be used for the purposes in the GRANTEE's approved application. GRANTEE shall not undertake any work or activities not described in the grant application, including staff, equipment, or other goods or services without prior approval from the COMMISSION.
- 12. GRANTEE agrees to track, account for, and report on all funds (including specific outcomes and benefits) separately from all other funds for the same or similar purposes or programs.

Accordingly, the accounting systems of GRANTEE and all subgrantees must ensure that funds from this award are not commingled with funds from any other source.

- 13. GRANTEE agrees to abide by Federal and State laws and provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management and the efficient disbursement of grant funds.
- 14. For the purposes of this grant, a capital expenditure means expenditures to acquire capital assets, as defined in 2 C.F.R. 200.12, or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life, with a cost of \$5,000 or greater. If the GRANTEE's capitalization policy defines a capital expenditure as less than \$5,000, the GRANTEE will follow its own policy.
- 15. GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently if required by GRANTEE policy. GRANTEE agrees that funds will not be used for the construction of new facilities.
- 16. GRANTEE agrees to follow equipment disposition policies outlined in OMB Circulars A-102 or 2 CFR, Part 215 Uniform Administrative Requirements for Grants and Cooperative Agreements as codified in (1) 28 CFR, Part 66 or (2) 28 CFR, Part 70 when the equipment is no longer needed for the grant program.

Link: OMB Circulars http://www.whitehouse.gov/omb/grants_attach/

17. GRANTEE agrees that all salaried personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours worked for activities related to this award and non-award related activities. GRANTEE agrees to keep time and attendance sheets for hourly employees signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant-funded employees.

- 18. GRANTEE agrees that it will submit financial and activity reports to the COMMISSION in a format provided by the COMMISSION, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.
- 19. These reports are to be submitted according to the following schedule(s):

ACTIVITY REPORTS	
Report Period:	Due Date:
July 1 to September 30	October 15
October 1 to December 31	January 15
January 1 to March 31	April 15
April 1 to June 30	July 15

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

Additional reporting requirements may be required for GRANTEES who are considered high risk.

- 20. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments.
- 21. The final request for reimbursement of grant funds must be received by the COMMISSION no later than sixty (60) days after the last day of the award period.
- 22. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.
- 23. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within sixty (60) days of the expiration of this award.
- 24. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of written request from the COMMISSION.
- 25. GRANTEE agrees to account for interest earned on federal grant funds and shall manage interest income in accordance with the Cash Management Improvement Act of 1990 and as indicated in the Office of Justice Programs Financial Guide. Interest earned in excess of allowable limits must be remitted to the COMMISSION within 30 days after receipt of a written request from the COMMISSION. Link: OJP Financial Guide

https://ojp.gov/financialguide/DOJ/pdfs/2015 DOJ FinancialGuide.pdf

- 26. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of \$150,000.
- 27. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of \$650 per day.
- 28. GRANTEE agrees to not use federal grant funds to pay cash compensation (salary plus bonuses) to any employee paid by the grant at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds, unless otherwise noted in the grant solicitation.)
- 29. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.
- 30. GRANTEE agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approvals and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the COMMISSION. Information on pertinent laws, regulations, policies, and guidance is available in the OJP Financial Guide Conference Cost Chapter.
- 31. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.
- 32. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this Agreement.
- 33. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.
 - 1. In the event of a dispute, controversy, or claim arising out of or relating in any way to the Agreement, the complaining Party shall notify the other Party in writing thereof. Within 30 calendar days of such notice, representatives of both Parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within 30 calendar days after such notice, the complaining Party shall seek remedies exclusively through arbitration, in accordance with the provisions of A.R.S. § 12-1501 through 12-1518.
 - II. The arbitration demand must be a clear and concise statement of the claim or dispute. The respondent's answer and any counterclaims must be filed within 20 calendar days of service of the demand.
 - III. The arbitration shall be conducted in Maricopa County.
 - IV. The arbitration shall be conducted by one arbitrator. If the Parties are not able to agree upon the selection of an arbitrator, within 20 calendar days of the commencement of an arbitration proceeding by service of a demand for arbitration, the court on application of a Party shall appoint the arbitrator.

- V. The arbitrator must promptly set a conference to clarify the claims and defenses, to establish fair procedures, and to set a schedule for completing the arbitration.
- VI. It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded with 120 calendar days from the date the arbitrator is appointed. The arbitrator may extend the time limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.
- VII. The arbitrator must issue a written, reasoned award within 20 calendar days from the date the hearing is formally closed, or as soon after that as is feasible. The sole remedy will be actual damages; no punitive damages are allowed.
- VIII. Unless the arbitrator orders otherwise, the Parties must share arbitration costs equally, including arbitrator's fees and expenses. Each party must pay its own expenses and attorney's fees.
- 34. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.
- 35. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.
- 36. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency, board, commission, or university of the State of Arizona, this paragraph shall not apply.
- 37. Should GRANTEE utilize a contractor(s) and subcontractor(s) the indemnification clause between GRANTEE and its contractor(s) and subcontractor(s) shall include the following:

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

38. Restrictions and certifications regarding non-disclosure agreements and related matters

No GRANTEE under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

- I. In accepting this award, the GRANTEE-
 - a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
- II. If the GRANTEE does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both-
 - a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

- 39. GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.
- 40. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.
- 41. GRANTEE will comply with the audit requirements of OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations and provide the COMMISSION with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed. Link: OMB Circulars: <u>http://www.whitehouse.gov/omb/grants_attach/</u>
- 42. GRANTEE certifies that it will comply with OMB Circulars A-102 and 2 CFR, Part 215 Uniform Administrative Requirements for Grants and Cooperative Agreements as codified in (1) 28 CFR, Part 66.32 or (2) 28 CFR, Part 70.34 and Cost Principles (1) 2 CFR, Part 225, (2) 2 CFR, Part 220 or (3) 2 CFR, Part 230, the OJP Financial Guide and the most current version of the ACJC Grant Management Reference Manual.

Link: OMB Circulars https://www.whitehouse.gov/omb/information-for-agencies/circulars OJP Financial guide: https://www.justice.gov/ovw/file/892031/download ACJC Grant Management Reference Manual: http://www.azcjc.gov/ACJC.Web/pubs/home/021104 Manual GrantReferenceManual.pdf

- 43. Compliance with general appropriations-law restrictions on the use of federal funds for awards made after FY 2016. GRANTEE or sub-grantee at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Should a question arise as to whether a particular use of federal funds by a GRANTEE would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016 https://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm
- 44. GRANTEE agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express written approval of the Office of Justice Programs through the COMMISSION.
- 45. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.
- 46. GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service. Link: System for Award Management <u>https://www.sam.gov/portal/public/SAM/</u>
- 47. GRANTEE agrees to ensure that, no later than the due date of the GRANTEE's first financial report after the award is made, GRANTEE and any subgrantees have a valid DUNS profile and active registration with the System for Award Management (SAM) database.

- 48. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
- 49. GRANTEE understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the *OJP Training Guide Principles for Grantees and Subgrantees*. Link: *OJP Training Guide Principles for Grantees and Subgrantees* <u>http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm</u>
- 50. GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the federal or state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.
- 51. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.
- 52. GRANTEE agrees that any publications (written, visual, or sound) excluding press releases and newsletters, whether published at the GRANTEE'S or COMMISSION'S expense, shall contain the following statement:

"This was supported by Award No. 2015-DJ-BX-1070 and 2016-DJ-BX-0542 awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. The opinions findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."

53. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, 42 USC §3789d(c)(1); Title VI of the Civil Rights Act of 1964, 42 USC §2000d; Section 504 of the Rehabilitation Act of 1973, 29 USC § 794; Subtitle A, Title II of the Americans with Disabilities Act of 1990, 42 USC § 12132; Title IX of the Education Amendments of 1972, 20 USC § 1681; the Age Discrimination Act of 1975, 42 USC § 6102; the Department of Justice implementing regulations, 28 CFR pt. 42, subpts. C, D, E, G, and I, 28 CFR pt. 35, and 28 CFR pt. 54; all applicable state laws of A.R.S. § 41-1463; and Executive Order 2009-9. The above-referenced federal laws prohibit discrimination on the basis of race, color, religion, sex, disability, and national origin (including limited English proficiency) in the delivery of services and employment practices, and prohibit discrimination on the basis of age in the delivery of services. If in the three years prior to the date of the grant award a Federal or State Court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

"Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Street Act, the applicant is required to take reasonable steps to ensure that LEP persons have meaningful access to programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary."

Link: Limited English Proficiency A Federal Interagency Website http://www.LEP.gov

54. GRANTEE agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations"

(the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice financial assistance may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of Department of Justice financial assistance may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from GRANTEE must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs receiving financial assistance from the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment.

55. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The GRANTEE or subgrantee at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, GRANTEES, or individuals defined (for purposes of this condition) as "employees" of the recipient or of any GRANTEE.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and GRANEES related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

- 56. GRANTEE should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. As of June 2013 OJP has issued an advisory that grantees should consult local counsel in reviewing their employment practices. If warranted, grantees should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plan (EEOP). See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf.
- 57. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality in accordance with 42 USC section 3789g or 42 USC 14132(b)(3) that are applicable to the collection, disclosure, use and revelation of data information. GRANTEE further agrees to submit a privacy Certificate that is in accordance with requirements of 28 CFR Part 22 if applicable to the program.
- 58. GRANTEE agrees to formulate and keep on file an EEOP (if GRANTEE is required pursuant to 28 CFR 42.302). GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEOP, or certifications that they have prepared and have on file an EEOP, or that they are exempt from EEOP requirements. Failure to comply may result in suspension of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the COMMISSION by GRANTEE. In the event a federal or state court or federal or state administrative agency makes an adverse finding of discrimination

against GRANTEE after a due process hearing, on the ground of race, color, religion, national origin, or sex, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

- 59. GRANTEE agrees to participate in any required civil rights related training to ensure compliance with all federal and state civil rights laws. GRANTEE will inform the COMMISSION of the position responsible for civil rights compliance and will inform the COMMISSION of change in personnel responsible for civil rights compliance within ten days. Link: <u>http://azcjc.gov/ACJC.Web/Grants/civilrights/default.aspx</u>
- 60. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees) GRANTEE must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

GRANTEE also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

61. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and guidelines for this grant. GRANTEE shall publish and make available without restrictions all schemas generated as a result of this grant to the component registry as specified in the guidelines.

Link: https://www.niem.gov/aboutniem/grant-funding/Pages/implementation-guide.aspx

62. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: Link: http://www.it.ojp.gov/gsp grantcondition.

Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

- 63. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost beneficial or would impair the functionality of an existing or proposed IT system.
- 64. If GRANTEE is a governmental political subdivision, the GRANTEE should, to the extent possible and practical, share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.

65. If GRANTEE is a state agency and the award is for the development of information technology projects for more than \$25,000, GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.

If GRANTEE is not a state agency and the award is for the development of information technology projects, GRANTEE will follow local technology policies and guidelines.

- 66. GRANTEE must promptly refer to the COMMISSION any credible evidence that a principal, employee, agent, contractor, subgrantee, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. The COMMISSION shall forward the referral to the Department of Justice, Office of the Inspector General.
- 67. The COMMISSION encourages GRANTEE to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers, including adopting and enforcing policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant. Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 2009).
- GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.
- 69. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally GRANTEE ensures compliance with A.R.S. § 41-4401 by state employers and contractors.
- 70. GRANTEE acknowledges that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. GRANTEE warrants that they have registered with and participate with E-Verify. If the COMMISSION later determines that the GRANTEE has not complied with E-Verify, it will notify the non-compliant GRANTEE by certified mail of the determination and of the right to appeal the determination.
- 71. GRANTEE certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the COMMISSION Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- 72. GRANTEE understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation

or policy at any level of government, without the express prior written approval of the Commission.

- 73. GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way, or to any extent, engaged in conduct of political activities in violation of USC Title 5, Part II, Chapter 15, section 1502.
- 74. GRANTEE understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
- 75. GRANTEE understands and agrees that- (a) no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading and exchanging or pornography, and (b) nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
- 76. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. Additional requirements may be found in Grant Agreement Continuation Sheet.
- 77. GRANTEE agrees that all gross income earned by the GRANTEE that is directly generated by a supported activity or earned as a result of this award during the period of performance shall be deemed program income. All program income must be accounted for and used for the purpose under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable in 2 C.F.R. 200.80 and 2 C.F.R. 200.307.
- 78. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be cancelled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.
- 79. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
- 80. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.
- 81. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of grant agreement.

Arizona Criminal Justice Commission Drug, Gang, and Violent Crime Control GRANT AGREEMENT CONTINUATION SHEET SPECIAL CONDITION(S)

- GRANTEE must verify Agency Point of Contact (APOC), Financial Point of Contact (FPOC), Program Point of Contact (PPOC), and Authorized Official contact information in the Grants Management System (GMS), including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the GMS to document changes. In addition the FPOC and PPOC must be assigned by the APOC prior to payments being made.
- GRANTEE agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
- **3.** GRANTEE agrees to comply with all confidentiality requirements of 42 U.S.C section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. GRANTEE further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
- **4.** GRANTEE ensures that it uses generally accepted laboratory practices and procedures as established by accrediting organizations or appropriated certifying bodies.
- 5. GRANTEE acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.
- **6.** GRANTEE understands and agrees that program income earned during the award period and expenditures from program income must be reported quarterly with a final report. These funds are subject to audit. Program income that is earned during the final sixty (60) days of the award period, if appropriate, be obligated and expended for permissible uses during the sixty-day (60-day) period following the award period. Any program income that is earned, but not obligated or expended within sixty (60) days of the end of the award period must be returned to the COMMISSION.
- 7. GRANTEE agrees that within 120 days of award, for any law enforcement task force funded with these funds, the task force commander, agency executive, task force officers and other task force members of equivalent rank, will complete required online (internet-based) task force training to be provided free of charge through BJA's Center for Task Force Integrity and Leadership (<u>www.ctfli.org</u>). Task force members need only take the training once every four years. GRANTEE will compile and maintain a task force personnel roster and course completion certificates.
- **8.** GRANTEE agrees to the completion of the ACJC Subgrantee Self-Assessment Questionnaire within 45 days of the start date of this award.
- 9. GRANTEE agrees that within 45 days of award, for any agency that is eligible to receive income as a result of grant-funded activities, it will complete the ACJC Program Income

Worksheet.

10. GRANTEE agrees to the completion of the Benchmarks Worksheet within 45 days of award.

- **11.** Quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (www.bjaperofmancetools.org). For more detailed information on reporting and other JAG requirements, refer to the AJG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.
- **12.** Any law enforcement agency receiving direct or sub-awarded JAG funding must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.
- **13.** GRANTEE must comply with all provisions of Title 8, United States Code, Section 1373, which addresses the exchange of information regarding citizenship and immigration status among federal, state, and local government entities and officials.
- **14.** GRANTEE assures if they are a state agency that the State Information Technology Point of Contact receive written notification regarding any information technology project funded by this grant. GRANTEE agrees to keep on file documentation showing that it has met this requirement.
- **15.** GRANTEE agrees and understands that funded activities may require the preparation of an Environmental Assessment (EA) as defined by the Council of Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500.
- 16. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. The GRANTEE agrees and understands that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The GRANTEE further understands and agrees to requirements for implementation of a Mitigation Plan, as detailed at http://www.ojp.usdog.gov/BJA/resource/nepa.html for programs relating to methamphetamine laboratory operations.
- 17. GRANTEE agrees that any information technology system developed or supported by funds will comply with 28 CFR Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation be applicable. Should OJP determine 28 CFR Part 23 to be applicable, OJP may at its discretion, perform audits of the system, as per 28 CFR 23.20(g). Should any violation of 28 CFR Part 23 occur, GRANTEE may be fined as per 42 USC 3789g(c)-(d). GRANTEE may not satisfy such a fine with federal funds.
- **18.** GRANTEE agrees that no JAG funds may be expended on unmanned aircraft, unmanned aircraft systems, or aerial vehicles (US, UAS, or UAV) without prior express written approval from Commission.
- **19.** If JAG Program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS, the national DNA database operated by the Federal Bureau of Investigation (FBI)) by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ DNA Backlog Reduction Program,

available at www.nij.gov/topics/forensics/lab-opereduction-program.aspx	erations/evidence-backlogs/Pages/backlog-
In addition, funds may not be used for purchase resulting DNA profiles from such technology are no	
	Authorized Official Initials:

Date

Date

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

FOR GRANTEE:	
boplonic.	AUG 2017
Authorized Signatory	Date
Stephen Q. Miller Cha	zirman

Printed Name and Title

Approved as to form and authority to enter into Agreement:

Legal counsel for GRANTEE

Ko/ler ACA

Printed Name and Title

Statutory or other legal authority to enter into Agreement:

RS 11-201

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

FOR CRIMINAL JUSTICE COMMISSION:

Andrew T. LeFevre, Executive Director Arizona Criminal Justice Commission

Revised 8/3/2016



Insurance Requirements for Governmental Parties to a Grant Agreement:

None.

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

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

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

1. Commercial General Liability – Occurrence Form

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

٠	General Aggregate	\$2,000,000
٠	Products – Completed Operations Aggregate	\$1,000,000
٠	Personal and Advertising Injury	\$1,000,000
9	Fire Legal Liability	\$50,000
•	Each Occurrence	\$1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

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

b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

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

Combined Single Limit (CSL)

\$1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

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

3. Worker's Compensation and Employers' Liability

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

a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b.

This requirement shall not apply to each contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

Additional Insurance Requirements:

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

Notice of Cancellation:

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the State of Arizona, within two (2) business days of receipt, a notice if a policy is suspended, voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand delivered or sent by facsimile transmission to (Enter Contracting Agency Representative's Name, Address, and Fax Number Here).

Acceptability of Insurers:

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
Verification of Coverage:

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All certificates and endorsements, as required by this written agreement, are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

Subcontractors:

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

Approval and Modifications:

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

Exceptions:

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

ARIZONA CRIMINAL JUSTICE COMMISSION, Drug, Gang, and Violent Crime Control Grant Agreement

ACJC Grant Number DC-18-010

ATTEST

Cluff

Sheri Cluff, Clerk

DATE: 7/26/17

MINUTES OF THE FLORENCE TOWN COUNCIL MEETING HELD ON MONDAY, AUGUST 7, 2017, AT 6:00 P.M., IN THE FLORENCE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.

CALL TO ORDER

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

ROLL CALL:

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

MOMENT OF SILENCE

Mayor Walter called for a moment of silence.

PLEDGE OF ALLEGIANCE

Mayor Walter led the Pledge of Allegiance.

CALL TO THE PUBLIC

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

Mr. Manuel Guilin, Healthcare Community Liaison, My Dr. Now, stated that My Dr. Now is a mobile primary care company that will serve the residents of Florence. He stated that this is an innovative way to deliver healthcare. The company is based out of Tempe, Arizona. They offer mobile care and you will receive everything in the home as you would receive in the office.

Mr. Guilin stated that as a former resident of Florence, they realized that Florence is underserved when it comes to medical needs. He stated that they can provide a service where nurse practitioners and a supervising MD can come into the home. They have providers who service Florence. My Dr. Now will have a launch party in the end of August and invited everyone to attend and learn more about their company and the services that they provide.

Mr. Guilin stated that the service is non-contractual and everyone can utilize the service regardless of age or mobility. His stated that they accept most insurances and there is no additional cost for the service.

Mayor Walter stated that Florence has several locations to host their open house and asked that he speak with Mr. Brent Billingsley, Town Manager regarding the locations.

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ADJOURN TO MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1

On motion of Vice-Mayor Woolridge, seconded by Councilmember Hawkins, and carried to adjourn to Merrill Ranch Community Facilities District No. 1.

Ordinance No. MRCFD1 114-17:

Chairman Walter read Ordinance No. MRCFD1 114-17 by title only.

AN ORDINANCE OF THE MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE COMMUNITY FACILITIES DISTRICT NO. 1 SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH \$100 OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR the 30th DAY OF JUNE 2018, AND DECLARING AN EMERGENCY.

Mr. Joe Jarvis, District Treasurer, stated that this is the second reading of Ordinance No. MRCFD1 114-17, which establishes the secondary, or ad valorem, tax rate for the Merrill Ranch Communities Facilities District No. 1.

Mr. Jarvis noted a typographical error within the body of the ordinance which reflects "Town" instead of "District" and stated that the correction will be made prior to obtaining Mayor Walter's signature, if adopted.

Chairman Walter stated that the tax rate will remain consistent and the declaration of an emergency is standard procedure.

On motion of Boardmember Anderson, seconded by Boardmember Larsen, to adopt Ordinance No. MRCFD1 114-17.

Roll Call Vote:

Anderson: Yes Larsen: Yes Hawkins: Yes Wall: Yes Woolridge: Yes Walter: Yes

Motion passed: Yes: 6; No: 0

ADJOURN FROM MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1

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

ADJOURN TO MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2

Florence Town Council Meeting Minutes August 7, 2017 Page **2** of **17** On motion of Councilmember Larsen, seconded by Councilmember Wall, and carried to adjourn to the Merrill Ranch Community Facilities District No. 2.

Ordinance No. MRCFD2 213-17:

Chairman Walter read Ordinance No. MRCFD2 213-17 by title only.

AN ORDINANCE OF THE MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE COMMUNITY FACILITIES DISTRICT NO. 2 SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH \$100 OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR COMMUNITY FACILITIES EXPENSES FOR THE FISCAL YEAR ENDING THE 30th DAY OF JUNE 2018, AND DECLARING AN EMERGENCY.

Mr. Jarvis stated that this is the second reading of the ordinance to establish a tax rate for the next fiscal year. The rate will remain the same, as it has for several years.

Mr. Jarvis noted a typographical error within the body of the ordinance which reflects "Town" instead of "District" and stated that the correction will be made prior to obtaining Mayor Walter's signature, if adopted.

On motion of Boardmember Wall, seconded by Boardmember Larsen, to adopt Ordinance No. MRCFD2 213-17.

Roll Call Vote:

Wall: Yes Larsen: Yes Hawkins: Yes Anderson: Yes Woolridge: Yes Walter: Yes

Motion passed: Yes: 6; No: 0

ADJOURN FROM MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2

On motion of Vice-Chairman Woolridge, seconded by Boardmember Larsen, and carried to adjourn from Merrill Ranch Community Facilities District No. 2.

CONSENT: All items on the consent agenda will be handled by a single vote as part of the consent agenda, unless a Councilmember or a member of the public objects at the time the agenda item is called. Acceptance of the Joint Use Agreement for right-of-way access between the United States of America/Bureau of Indian Affairs/San Carlos Irrigation Project, and the Town of Florence, for certain portions of Diversion Dam Road.

Approval of accepting the register of demands ending June 30, 2017, in the amount of \$3,499,812.76. (Joe Jarvis)

On motion of Vice-Mayor Woolridge, seconded by Councilmember Hawkins and carried to approve the Consent Agenda, as written.

UNFINISHED BUSINESS

Ordinance No. 657-17:

Mayor Walter read Ordinance No. 657-17 by title only.

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE TOWN OF FLORENCE, SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH \$100 OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR GENERAL MUNICIPAL EXPENSES FOR THE FISCAL YEAR ENDING THE 30th DAY OF JUNE 2018, AND DECLARING AN EMERGENCY.

Mr. Jarvis noted a typographical error within the body of the ordinance which reflects "2017" instead of "2018" and stated that the correction will be made prior to obtaining Mayor Walter's signature, if adopted.

Mr. Jarvis provided a presentation, in which he outlined the following:

- Ordinance adopts a \$0 rate for the three Streetlight Improvement Districts (SLIDs) within the Anthem at Merrill Ranch area
 - There is sufficient fund balance to cover expenses.
- Arizona Revised Statutes
 - Guides how staff presents the information to Council for consideration as well as notify the public of meeting in which they have the opportunity to make comments on the recommendation.
 - A.R.S. § 42-17107: "If the proposed primary property tax levy, excluding amounts that are attributable to new construction is greater than the amount levied by the town in the preceding tax year in the town" then a Truth in Taxation Hearing must be held.
 - Total assessed value less new construction increased by \$6,908,573
 - A Truth in Taxation Hearing is required unless the Property Tax Rate was decreased to 1.0580
 - The current rate is 1.1182
 - Truth in Taxation Hearing Notice of Tax Increase
 - In compliance with A.R.S. § 42-17107, the Town of Florence is notifying its property taxpayers of Florence's intention to raise its primary property taxes over last year's level. Florence is proposing an increase in primary property taxes of \$14,618.23 or 1.43%.

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- The proposed tax increase will cause Florence's primary property taxes on an \$100,000 home to increase from \$111.82 to \$113.45.
- This proposed increase is exclusive of increased primary property taxes received from new construction. The increase is also exclusive of any changes that may occur from property tax levies for voter approved bonded indebtedness or budget and tax overrides.
- General Fund Revenue
 - State Shared Revenue 54%
 - Charges for service 3%
 - Fines 1%
 - Interest/Miscellaneous
 1%
 - Town Sales Tax 21%
 - Town Food Tax 2%
 - Property Tax
 8%
 - Franchise Fees 4%
 - Licenses/Permits 6%
- How the revenue is used
 - Revenue is based on population
 - Property Tax revenue is 8%, or \$1,017,439, of the \$13,163,474 General Fund revenue
 - Property tax revenue is used to fund departments and programs such as Police, Fire, Special Events, Human Resources, etc.
- General Fund Expenses

• Fire	21%
• IT	3%
Parks/Recreation	14%
Library	2%
 Engineer/Facilities/Cemetery 	4%
Council	1%
Administration/Economic Development, General	13%
Courts	1%
Attorney	3%
Finance	5%
Human Resources	2%
Community Services	4%
Police	27%

- Explained what is included in a typical tax bill
- Scenarios and impact with regards to tax rates
 - The Town of Florence has held its property tax rate at \$1.1182 since 2014. Since 2014, the property assessed value has changed.
 - Scenario 1- Retain a rate of \$1.1182
 - If a property's assessed value is equal to \$100,000
 - Then in 2016, \$111.82 in property taxes were paid to the Town of Florence
 - In 2017, \$111.82 in property taxes will be paid to the Town of Florence
 - If this rate was approved, the Town of Florence General Fund budget would need to be decreased by \$14,618
 - Scenario 2- Increase the rate to \$1.1263

Florence Town Council Meeting Minutes August 7, 2017 Page **5** of **17**

- If a property's assessed value is equal to \$100,000
- Then in 2016, \$111.82 in property taxes were paid to the Town of Florence
- In 2017, \$112.63 in property taxes will be paid to the Town of Florence an
- increase over 2017 OF \$0.81
- If this rate is approved, the Town of Florence General Fund budget would need to be decreased by \$7,309
- Scenario 3- Increase the rate to \$1.1345
 - If a property's assessed value is equal to \$100,000
 - Then in 2016, \$111.82 in property taxes were paid to the Town of Florence
 - In 2017, \$113.45 in property taxes will be paid to the Town of Florence an increase over 2017 of \$1.63
 - If this rate is approved, the Town of Florence General Fund budget would need to be decreased by \$0
- Staff Recommendation
 - Staff recommends a rate of \$1.1345
 - The additional funds raised will be used to fund programs such as the implementation of the Strategic Plan approved by the Town Council this year.
 - Value of consistent property tax revenue

Mayor Walter stated that she is pleased with the information provided, which is a clear explanation regarding taxation. She stated that the Town has maintained the same rate levy of \$1.1182 since 2014. The proposed slight increase will impact the citizens with the services that the Town offers and what the Town will be able to do.

Councilmember Wall thanked the department heads in decreasing their initial budget proposals in such a short difference in amounts that needs to be levied. The budget that was approved by Council is the best that can be done for the Town and still be able to provide the services they feel are necessary.

Councilmember Anderson would like to see rate comparisons to other cities and towns similar in size to Florence. He inquired what the long-term plan is with regards to tax rate increases.

Mr. Jarvis stated that there is great value in reviewing the tax rates on an annual basis and understanding, responding and changing the tax rate based upon the market analysis. He stated that there is not a recommendation to increase the taxes every year.

On motion of Councilmember Hawkins, seconded by Councilmember Anderson, to adopt Ordinance No. 657-17 to increase the tax rate to \$1.1345 per \$100 of net assessed valuation.

Roll Call Vote:

Hawkins: Yes Anderson: Yes Wall: Yes Larsen: Yes Woolridge: Yes Walter: Yes

Florence Town Council Meeting Minutes August 7, 2017 Page **6** of **17** Motion passed: Yes: 6; No: 0

Discussion/Approval/Disapproval of the Gila River Cellular General Partnership, doing business as Verizon Wireless, Master Agreement with the Town of Florence for use of Town property in connection with Verizon's operation of its small cell wireless network

- i. Approval of Site Supplement No. 1 License.
- ii. Approval of Site Supplement No. 2 License.
- iii. Approval of Site Supplement No. 3 License.

Ms. Michelle Orton, Planning Manager, stated that the applicant, Shaw and Associates, on behalf of Verizon Wireless, is requesting approval, through the design review process, the removal and installation of three new light poles with wireless antenna panels attached and three ground equipment cabinets in the Town's right-of-way. Staff approved the administrative design review process. She stated that one of the conditions was a signed and approved lease agreement with the Town. There is one agreement for each of the three sites.

Mayor Walter stated that the light poles will be installed in the Anthem area and annual fees will be collected for each of the sites. She inquired why the revenue will be allocated to the Town and not the SLIDs or the Community Facilities District.

Mr. Brent Billingsley, Town Manager, explained that although the streetlights are located within the SLID, the SLID only applies to the poles themselves and the lights associated with it, specifically to the maintenance and the power of each of the individual poles. The infrastructure themselves is on Town property and has nothing to do with the SLID. The pole is being replaced on Town property. The SLID will still pay for the power and to replace the light bulbs. The SLID will not pay power to the radio device which will have a separate meter.

Councilmember Larsen inquired about the safety with regards to the device being installed. She tried to research small towers and was unable to find any information.

Mr. Rich Shaw, Shaw and Associates, explained that a small cell usually only contains two to three antennas and has a lower power output because the range is smaller. He stated that their transmission is approximately 500 feet, or 1,000 feet radius, dependent on the density surrounding the site. A macro site has several antennas and their transmission is a half mile, or one-mile radius.

Mr. Shaw explained that small cell sites are needed because many homes no longer have land lines and wireless coverage is needed. He explained that the FCC has several rules regarding safety and Verizon has certain reporting requirements to the FCC to show that their sites are in compliance.

Councilmember Larsen stated that the information that she did find online stated that the reason they could justify the safety is because the cell towers were much higher than the general

Florence Town Council Meeting Minutes August 7, 2017 Page 7 of 17 population. Her concern is that the small towers are the same height as the homes. She inquired if this makes the small towers less safe.

Mr. Shaw stated that the poles will be approximately 38 feet tall and the macro sites are approximately 60 feet in height. He stated that if you are within a few feet of an antenna and stand next to them for a very long time, you may get a burning effect, but sites are designed so that people cannot access them. The energy being emitted from the antennas are radio waves, similar to that of a car radio.

Mr. Shaw provided an overview of how the federal government regulates the safety and the history of how it has changed over time.

Councilmember Anderson inquired if there will be an increase in the speed and if the customer's fee will increase.

Mr. Shaw stated that the speed will increase in the areas with the small towers as well as allow for the "fifth-generation rollout" when it comes out. There will not be an additional cost for the increased speed.

Councilmember Anderson inquired if they are able to offer free Wi-Fi in the area, as the Town has in the downtown area.

Mr. Jess Knudson, Assistant Town Manager stated that the Town negotiated a deal with Air Beam. Air Beam was allowed access to their tower in Florence Gardens and in return for this service, Air Beam has offered services to the Development Services Department as well as Wi-Fi in the downtown area and Heritage Park.

Mr. Shaw stated that Wi-Fi is a data-only system and does not handle voice at all. The proposed antennas will handle data and voice and is a completely different system from Wi-Fi.

Councilmember Wall inquired if other carriers will want to install similar antennas.

Mr. Billingsley stated that other carriers will want to install similar antennas as this is the next wave of technology. He stated that most carriers do not share towers or devices, so he anticipates the Town receiving more requests.

Councilmember Larsen inquired if they should anticipate an antenna on every pole.

Mr. Shaw stated that there may be instances where antennas could be shared, but likely would be a different kind of system. Currently, different systems do not talk well with another, but this could change in the future. He does not anticipate an antenna on every pole.

Mr. Billingsley stated that antennas are getting much smaller and less expensive, technology is changing and people are using much more data than ever before. He stated that you will see more antennas being installed. Legislation recently changed and this will change how these requests are processed in the future.

Florence Town Council Meeting Minutes August 7, 2017 Page **8** of **17** Councilmember Larsen inquired about the light poles should the small towers need to come down.

Mr. Billingsley stated that the light poles that removed will be retained in case a light pole needs to be replaced.

On motion of Councilmember Wall, seconded by Councilmember Hawkins, and carried to approve the Gila River Cellular General Partnership, doing business as Verizon Wireless, Master Agreement with the Town of Florence for use of Town property in connection with Verizon's operation of its small cell wireless network and Site Supplement No. 1 License, Site Supplement No. 2 License and Site Supplement No. 3 License.

NEW BUSINESS

Discussion/Approval/Disapproval of authorizing staff to commence Development Agreement negotiations with Startup Pavilion, LLC, dba Innovation Pavilion, and other associated parties that may enter into a Development Agreement with the Town of Florence for the proposed development of an innovation campus.

Mr. Billingsley stated that staff is requesting Council's approval to negotiate a Development Agreement to bring an innovation campus to Florence. He stated that this would be an awesome opportunity for the Town and that staff has worked hard to obtain the opportunity. This will be a great opportunity not only for Florence, but for the region and it will help economic development. If approved, the agreement will be a three-party agreement which involves the Town, Innovation Pavilion and possibly Pinal County.

Mr. Vic Ahmed, Innovation Pavilion Founder, stated that they are launching innovation campuses across the country. He stated that the difference between their company and others in innovation is that they are exclusively focused on second and third tier cities and suburbia cities. Innovation is relevant and being discussed all over the country. All of the attention has been focused on urban cores and not much attention has been placed on second and third tier cities and third tier cities and suburbia cities and suburbia cities and suburbia cities and towns.

Mr. Ahmed stated that they focus exclusively on second and third tier cities as well as suburbia cities and towns because they feel innovation is a need of every community. Innovation is at the core for communities to thrive in the future.

Mr. Ahmed stated that they have two parts to their model: real estate and innovation services layered on top of the real estate. They are focused on the combination of both in these markets. A number of megatrends are occurring simultaneously which has allowed for this opportunity to happen. The megatrends include:

- Millennials have become the largest part of the population
 - By 2020, millennials will be 70% of the workforce
 - \$1 trillion of wealth will be transferred to the millennials.
 - Millennials think differently than baby boomers.
- The last two to three decades have been focused on baby boomers and their needs.

Florence Town Council Meeting Minutes August 7, 2017 Page 9 of 17 Mr. Ahmed stated that many cities have done well in the last few decades by serving the needs of the baby boomers. Now that the millennials are becoming the biggest part of the population and the financial decisions are moving in their hands, the game has completely changed. Millennials want live, work, play environments and are looking for passion and purpose in their work.

Mr. Ahmed stated that the goals and the American Dream has changed for the millennials. In the past, the goal was to work for a large company and stay there for 20+ years, climb the corporate ladder, and to buy a home in the suburbs. The aspirations for the millennials has changed. They are not looking to work for the man, but rather they want to be more independent in their works. Millennials hardly cook and spend most of their money on food and entertainment and are willing to live in smaller places as long as they are cool and hip.

Mr. Ahmed stated that the suburbia towns of today are not where the millennials want to hang out. Unless these towns redefine or reinvent themselves they will not draw the millennials, or the companies looking to hire them. Live, Work, Play is the mantra of today for the millennials.

Mr. Ahmed stated that many of the baby boomers are also looking to decrease their footprint. He stated that across the country, the trends targeted for millennials are also enticing baby boomers. Over 30% of baby boomers are moving into the Live, Work, Play places.

Mr. Ahmed stated that public/private partnerships used to be limited to very large projects. Today, every level of a project involves public/private partnerships. The national trend is that the funding for public sector is getting reduced and this trend seems to be more pervasive. Therefore, the need for public/private partnerships is more so to meet the needs of the citizenship, in general.

Mr. Ahmed stated that corporations have changed as well. In the past, companies would move into suburbia towns and establish large campuses. The campuses were difficult to get into and were very secretive of what new products or services they were launching; and this has changed. He stated, that as a company, if you are not engaged with outside ecosystems, you can fall off of the cliff very quickly. It has become a board level issue for every size of company of how they are going to engage with outside innovation eco systems.

Mr. Ahmed stated that the nature of the campuses are changing as well as those who they are targeting. He discussed skills-based hiring versus degree-based hiring. He stated that much of the younger population have obtained college degrees at the advice of the baby boomers and are unable to find jobs that pay them enough money to pay off the debt to go to college. High tech corporations stated that they are going to stop hiring based on degrees and start hiring based on skills.

Mr. Ahmed stated that all of these trends are necessitating cities and towns to look at themselves and figure out how they are going to reinvent themselves. He stated that this is the value that Innovation Pavilion brings to the table. They build sizeable innovation campuses that range from 100,000 to 200,000 square feet; and layered on the innovation campus are innovation programs. He stated that because of the combination of those two things, they

Florence Town Council Meeting Minutes August 7, 2017 Page **10** of **17** provide the ability to attract millennials, entrepreneurs, and corporations and create the modernday workforce.

Mr. Ahmed stated that the new model of a campus encapsulates a google-type talented campus. People want to be in spaces where they can collaborate with one another. He stated that the campus has eight components:

- Co-working space
 - There is a proliferation of this new concept where people are taking short term spaces instead of long term leases.
- Maker spaces
 - The maker movement is in. More and more people are getting drawn to building products.
- STEM School
 - There is an extreme shortage of STEM skills and those with STEM skills are in high demand. Access to STEM education needs to be brought to everyone. The traditional definition of STEM stands for Science, Technology, Engineering and Math; however, they refer to it as Science, Technology, Entrepreneurship, and Mastery. You need entrepreneurial skills in the world of tomorrow as well as depth in something to be able to demand a market wage that can allow you to live a life that you can thrive in.
 - 21st Century Library
 - To many people, libraries are an outdated concept because books are available on devices. The library can become a central place for the community providing people technical training skills and meeting spaces. They can also start video blogs and convene the community in general. The library is the center of the community and is an energizing mechanism of tomorrow.
- Corporate Anchors
- Community Center/Conference and Event Center
- Millennial housing
 - The concept today is that young people today are willing to live in much smaller spaces as long as the place is hip, cool and tech enabled. The common spaces are plenty for everyone. There are also activities, specifically to give back to the community. They have to have a passion and purpose of what they want to do.
- Millennial retail
 - Millennials like hip places to eat and hang out.

Mr. Ahmed stated that baby boomers are also moving into millennial type housing. He stated that there are eight components that they have curated over their five years of research and five years of implementation to bring together a 21st century model for economic development and our youth.

Mr. Ahmed stated that anyone can build nice buildings. Innovation Pavilion brings a soft side that enables the activation of the community, which is divided into three parts. He stated that one part is city and corporate innovation. This entails approximately 35 odd projects that the market has identified as smart city projects. He provided examples of what the projects can be inclusive of smart lighting, smart parking, etc. He stated that some cities may implement all 35

Florence Town Council Meeting Minutes August 7, 2017 Page **11** of **17** projects because that is where the trends are heading. Each city will decide on their own what their priorities are.

Mr. Ahmed stated that Innovation Pavilion has formed a consortium called "Synchronicity". The members are Fortune 500 companies and innovative companies that have created innovative solutions across the country successfully. Innovation Pavilion engages with the leadership and each quarter presents them a project that they show interest in and bring the partners to the table and go through an education process of what is involved in implementing these projects.

Another component is corporate innovation. The communities that are going to thrive are those that can bring high paying jobs to the community. In order to bring the high paying jobs to the community the companies that provide those high paying jobs need to be drawn to the communities. Those companies want millennials with specific skillsets. They focus on training programs to fill the gaps between what they learned in college and what the corporations need them to work on. In the past, a person worked at one job for twenty years, and the average is now three years. There are no longer companies who can afford to put together extensive training programs to train the people because it is not financially viable. Colleges and universities have not kept up with this trend, and hence, there is a gap between what they produce and what the market is demanding. This is the gap that must be bridged in order to create the workforce of tomorrow.

Mr. Ahmed provided statistical information on Innovation Pavilion:

Partner Cities:

- Centennial, CO Opened January of 2012
 - Parker, CO Opening Fall of 2018
 - Olathe, KS Opening Fall of 2018
 - Joliet, IL

Centennial, CO Location:

- 75 companies on site
- 35 companies accepted into accelerators
- 5 companies with over \$15 million in funding
- 46 companies achieved pilot and partner projects thru our network
- 70 companies entered Centennial with high paying jobs
- 500 events per year average at Centennial location
- 5,000+ members of Innovation Pavilion's niche communities

Mr. Ahmed stated that he is the founder of Innovation Pavilion and it emerged from his personal background. He is an engineer by education. He stated that right out of college, he quit his first job, just after three months, and started his own company. He has done start-ups and turnarounds all of his life. He gave a brief overview of the types of businesses he has had and the positions he has held as well as his volunteer work. He worked with the Colorado Governor to help make Colorado the most innovative state in America. He explained how Colorado is an innovative entrepreneurial state and what it is that they do as well as the steps in making it successful. He provided a brief history of Colorado's successes and stated that Google has its second largest campus in Colorado. Many more companies have come to Colorado following Google's footprint.

Florence Town Council Meeting Minutes August 7, 2017 Page **12** of **17** Mr. Ahmed stated that he has been involved in many successful public/private partnerships. He stated that they are excited to work with Florence because, for them, is a self-selecting process with regards to what cities they choose to work with. He stated that the cities who respond to them are the cities that those concepts already resonate.

Mayor Walter stated that the project encompasses the Town's economic development and helps move the Strategic Plan forward. She stated that the Town Council adopted a resolution in partnership with "Expect More Arizona" to move the students and the Town forward to college readiness standards. She inquired if they have met the Florence Unified School District to discuss a partnership.

Mr. Ahmed stated that they have not met with the Florence Unified School District, but plan to.

Mr. Billingsley stated that they have had a litany of meetings with several people who are going to be important partners moving forward. He stated that they have waited to meet with the Florence Unified School District due to the start of school year and the new administration at some of the schools.

Councilmember Larsen stated that she is very optimistic about the project. She stated that this topic hit her on a personal level as she is a millennial. She stated that the project will be great for the community.

Mr. Ahmed stated that it is unusual to find a millennial on a decision-making board and congratulates the Town for this. He stated that he works with millennials on a daily basis and finds their way of thinking puzzling.

Councilmember Anderson inquired what the next steps are.

Mr. Billingsley explained that they are working on the development agreement. He hopes to bring forth a development agreement in the next month for Council consideration. The development agreement outlines the steps in chronological order and identifies the triggers in which to do those steps. He stated that the first step, if the development agreement is approved, is a substantial outreach where Innovation Pavilion meets with potential partners. He stated that Innovation Pavilion will hire a coordinator to manage the project. In the early stages, they would be located within Town Hall and they will put on a series of trainings to best figure out how to implement their eight-phase approach. After this period of discovery, an actual construction project would begin.

Mr. Billingsley stated that the agreement with the Town will be set up differently than what they have in other communities. The Town will define all phases of a potential project up front to solidify responsibilities to construct the project as a partnership. The agreement will facilitate moving faster than the other agreements they have with other entities because all things will be known up front and there will be a series of triggers that go back and forth between the partners in terms of what they provide to accelerate the project.

Councilmember Wall stated that she is excited about the project. The project is a catalyst for economic development throughout the Town as a gateway into the Historic District and residential areas. She hopes they can gather the support that is needed.

Mr. Robert Mike Shoppell, Florence Resident, stated that not every high school graduate needs to go to college. He inquired why they do not have a vocational component in their program. He stated that electricians, plumbers, welders and carpenters are needed and those trades are no longer being taught in schools. He stated that this would be an ideal place to institute a VT School.

Mr. Ahmed stated that in the world of yesterday there is a blue-collar and white-collar divide breakdown. He stated that the new lines will be with people with entrepreneurial and technical skills and those people without. He stated that many community colleges have great VT programs and they work collaboratively with them.

Mr. Ahmed stated that their focus is on the entrepreneurial and technical side in collaboration with them. The reality is that a plumber of tomorrow will also need to be technical because everything is going "internet obtained".

Mr. Ahmed stated that research indicates that millennials will change their careers five times, not the jobs themselves. The research in the last 12 months stated that millennials would have already changed their careers five times by the time that they reach 30 years of age. We do not know what the labels of future jobs will be. He stated that they can only prepare our workforce of tomorrow by providing them critical thinking skills, entrepreneurial skills and technical skills.

Mr. Shoppell stated that he lives in a retirement community and they are always looking for a plumber or electrician. He agrees that entrepreneurial skills are important and that they also have vocational skills so they can open their own businesses. This is why it is important to provide both types of skills.

Mr. Billingsley stated that they are trending in the direction that he is referring to. He stated that Pinal County is changing and there are a large number of corporations coming that need skilled workforces. He stated that Innovation Pavilion will bring everyone together and meet the niche. The goal is to make Florence and Innovation Pavilion the hub for developing the next workforce.

On motion of Councilmember Hawkins, seconded by Councilmember Larsen, and carried to authorize staff to commence Development Agreement negotiations with Startup Pavilion, LLC, dba Innovation Pavilion, and other associated parties that may enter into a Development Agreement with the Town of Florence for the proposed development of an innovation campus.

Discussion/Approval/Disapproval to contract with Cactus Asphalt, a division of Cactus Transport, Inc., through a Pinal County Cooperative Contract, to perform hot mix asphalt repairs to various roads, in an amount not to exceed \$311,504.00.

Mr. Chris Salas, Development Services Director, stated that they will be doing rubberized chip seal on various streets. They plan on doing two cycles this year: one early in the year and one after the waterline improvements.

Florence Town Council Meeting Minutes August 7, 2017 Page **14** of **17** Mr. Salas stated that the Town has \$600,000 approved for pavement preservation projects in the CIP. He stated that he will be coming before Council for approximately \$170,000 of scheduled AJ5 improvements in the Anthem area as well as the phase in Florence Gardens that was not completed last year.

Councilmember Anderson stated that there is an area in Anthem that was chip sealed and every house on that block had tar on their driveways.

Councilmember Larsen stated that this occurred in the Jubilation area. It was the contractors who drove their vehicles on the road when it was not fully cured and then onto the sidewalks and on people's driveways.

Mr. Salas stated that the product that was used is AJ5 and they are working with Holbrook, the contractor, to resolve the issue. They are using a different contractor and a different product for this project.

On motion of Councilmember Anderson, seconded by Councilmember Larsen, and carried to approve the contract with Cactus Asphalt, a division of Cactus Transport, Inc., through a Pinal County Cooperative Contract, to perform hot mix asphalt repairs to various roads, in an amount not to exceed \$311,504.00.

MANAGER'S REPORT

Mr. Billingsley stated that the new police cruiser is out front for everyone to see. He stated that the Town, along with Casa Grande, Coolidge and Pinal County, has been awarded an Office of Tourism grant for additional marketing in Pinal County. He asked that you please contact Ms. Jennifer Evans, Management Analyst, for more information.

Mr. Billingsley stated that the Town was awarded a 5311 Grant from ADOT and the Federal Government to purchase a new vehicle for the Senior Center. The Town was also awarded a PARA Grant, which is a planning studies in rural areas grant, specifically to help the Town with its transportation plan update.

Mr. Billingsley thanked the Department Directors and Ms. Evans for their success in obtaining grants. The Town has been awarded five grants this year.

DEPARTMENT REPORTS

Community Services Courts Development Services Finance Fire Police

Councilmember Anderson asked Mr. Salas to write out the first in-text reference to an acronym, followed by the acronym itself.

Florence Town Council Meeting Minutes August 7, 2017 Page **15** of **17** The Department Reports were received and filed.

CALL TO THE PUBLIC

Ms. Barbara Manning, Florence Resident, inquired why innovation Pavilion chose Florence or if Florence sought out Innovation Pavilion.

Mayor Walter asked Mr. Billingsley to relay that information to Ms. Manning and Mr. Mark Cowling, Florence Reminder.

CALL TO THE COUNCIL – CURRENT EVENTS ONLY

Councilmember Wall stated that the Council was provided a booklet titled "The Language of Local Government" that contains acronyms that apply to local government which will help the Council.

Councilmember Larsen stated that she has received the book and it was very helpful. She thanked the staff for obtaining the grants.

Vice-Mayor Woolridge stated that she is excited for Innovation Pavilion to come to Florence.

ADJOURN TO EXECUTIVE SESSION

An Executive Session will be held during the Council Meeting for the purposes of discussions or consultations with designated representatives of the public body and/or legal counsel pursuant to A.R.S. Sections 38-431.03 (A)(3), (A)(4) and (A)(7) to consider its position and instruct its representatives and/or attorneys regarding:

- a. Town's position and instruct its attorneys regarding the Petition for Review of Underground Injection Control Permit Issued by USEPA Region 9 for the Florence Copper Project, UIC Appeal 17-03, and related proceedings.
- b. Town's position and instruct its attorneys regarding Arizona Department of Environmental Quality proceedings, related Water Quality Appeals Board Case No. 16-002, including appellate proceedings to reviewing courts.
- c. Town's position and instruct its attorneys regarding pending litigation in Maricopa County Superior Court: Town of Florence v. Florence Copper, Inc. CV2015 000325.
- d. Possible discussions with government agencies and private entities involving the purchase, sale or lease of real property and other property related to the Town of Florence's water and wastewater systems, including upgrades, expansions, contracts, and/or settlement discussions related thereto.
- e. Possible discussions and contract negotiations with Startup Pavilion, LLC dba: Innovation Pavilion and other associated parties for the proposed development of an innovation campus project.

f. Possible discussions and contract negotiations related to the Town's purchase of water credits.

On motion of Councilmember Anderson, seconded by Councilmember Hawkins, and carried to adjourn to Executive Session.

ADJOURN FROM EXECUTIVE SESSION

On motion of Councilmember Wall, seconded by Vice-Mayor Woolridge, and carried to adjourn from Executive Session.

ADJOURNMENT

On motion of Vice-Mayor Woolridge, seconded by Councilmember Hawkins, and carried to adjourn the meeting at 9:54 pm.

Tara Walter, Mayor

ATTEST:

Lisa Garcia, Town Clerk

I certify that the following is a true and correct copy of the minutes of the Florence Town Council meeting held on August 7, 2017, and that the meeting was duly called to order and that a quorum was present.

Lisa Garcia, Town Clerk

MINUTES OF THE TOWN OF FLORENCE SPECIAL COUNCIL MEETING HELD ON MONDAY, AUGUST 21, 2017, AT 5:00 P.M., IN THE FLORENCE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.

CALL TO ORDER

Mayor Walter called the meeting to order at 5:02 pm.

ROLL CALL:

Present: Walter, Woolridge, Hawkins, Anderson, Wall, Larsen Absent: Guilin (Absent from meeting; but called in for Executive Session)

MOMENT OF SILENCE

Vice-Mayor Woolridge stated that she is saddened as to where the Country and the world is currently heading. She stated that during the Moment of Silence she will be praying for the families who have lost loved ones because of hatred and bigotry. She will also pray that the hearts and minds of people will change and that people are judged on the content of their character and not what they look like. She will also pray that they will not just recite the Pledge of Allegiance but live the words as they are written. She stated that the world is in a mess and we need to do something to make a change. She will remind herself that change begins with her.

Vice-Mayor Woolridge called for a moment of silence.

PLEDGE OF ALLEGIANCE

Vice-Mayor Woolridge led the Pledge of Allegiance.

CALL TO THE PUBLIC

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

There were no public comments.

PRESENTATION

Presentation by Wildan Financial Services, and Economists.com, on the 2017 Water and Wastewater Rate Study and Financial Forecast.

Mr. Jess Knudson, Assistant Town Manager, stated that the Town of Florence approved a contract with Wildan Financial Services, and Economists.com, approximately two months ago, to update the Town's water and wastewater fees. He outlined what would be discussed in the presentation. He stated that they can discuss water conservation, if this is important to Council,

Florence Town Council Meeting Minutes August 21, 2017 Page 1 of 14 and can direct Mr. Jackson to take a different direction from what has been done in the past. The same rate structure that has been done in the past is also up for discussion.

Mr. Dan Jackson, Vice-President, Wildan Financial Services, formerly known as Economists.com, stated that the study is currently in process. The purpose of his presentation is to understand what the Council's goal is in developing the right policy and the right preferences that they want to implement.

Mr. Jackson stated that the process of setting a long-term rate plan consists of several steps and it is more than numbers and financial decisions. Rate plans reflect the policy decisions that the Town wants to implement. Rates are very malleable and Council must decide what rate plan is most just, reasonable and fair. The decision is not only a financial decision, but a social and community decision as well. He stated that he will present to Council an introduction to their study.

Mr. Jackson provided a presentation in which he outlined the following:

- Presentation Format
 - Current rates and rate comparison
 - History of Town rate adjustments
 - Goals and components of a long-term rate plan
 - Potential alternative rate designs
 - Presentation summary and schedule
- Willdan/Economists.com experience with Florence
 - Economists.com has been the Town's water and wastewater rate consultants since 2007
 - Assisted in negotiations with Johnson Utilities in 2007 and 2014
 - Rate Studies: 2009, 2011, 2017
 - Economists.com acquired by Wildan Financial Services in 2015
 - The same team of professionals is assisting Town
- Facts about wastewater rates in Arizona and USA
 - Average utility has been increasing rates 5-6% per year; trend expected to continue
 - Many utilities are experiencing cost increases for reasons beyond their ability to control
 - 30-40% of utilities currently charge rates that do not cover their costs
 - Just because rates are lower does not mean they run more efficiently or that their costs are lower; May subsidize fees from their General Fund
 - Larger cities and high-growth cities typically have lower rates
 - Have very large commercial base and push their costs onto commercial customers
 - Water utilities run through "economies of scale". The more customers you have in a concentrated area, the less it costs to provide service to the customer.
 - Conclusion: higher rates are an unfortunate but an inevitable fact
- Town of Florence background on current rates
 - Town has a fairly unique system some customers charged by 1,000 gallons and others by 100 cubic feet (100 cubic feet = 748 gallons)
 - Cubic foot and gallon rates are equivalent
 - Town rates are in line with many other similar Arizona communities
 - Town is facing many of the same issues that other Arizona communities how to fund increasing costs in a manner that minimizes the impact on ratepayers.

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-		Suuciuie				
	<u> </u>	<u>nside Municipality</u>	<u>Outside Municipal</u>			
	Monthly Service Charge:					
	5/8" – ¾" Meter	\$22.34	\$29.04			
	1" Meter	\$37.24	\$48.40			
	2" Meter	\$148.95	\$193.64			
	3" Compound	\$238.34	\$309.83			
	3" Turbine	\$260.68	\$ 332.17			
	Monthly Consumption Rate per 1,000 Gallons/100					
	0 - 10,000 gallons	\$1.59	\$2.04			
	10,001 to 18,700 gallons	\$ 2.21	\$2.83			
	Over 18,700 gallons	\$ 3.93	\$5.01			
	Under 1,337 cubic feet	\$1.19	\$1.53			
	1,337 to 2,500 cubic feet	\$1.65	\$ 2.12			
	Over 2,500 cubic feet	\$ 2.95	\$3.75			
-						
	The more you use, the more you	рау				
	• Disincentive to use more water					
-	Monthly Service Fee (all ratepayers):					
		Monthly Rate	Monthly Rate per			
		Per CCF	Per 1,000 Gallons			
	Residential (Inside and Outside)	\$3.25	\$4.35			
	Commercial	\$3.27	\$4.37			
	Institutional	\$5.19	\$6.94			
-	 Water/Wastewater monthly residential charges at various usage levels 					
	• 5,000 \$65.14					
	• 10,000 \$89.39					

- Town of Florence current water rate structure

- 30,000 \$218.23
- 50,000 \$362.03
- Monthly residential water/wastewater charges 7,500 Gallons
 - Town of Florence: \$77.27; estimated average for August 2018 was \$90.17
- Month residential charges: 7500 gallons water and wastewater:



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- Town of Florence Rate Plan History
 - 2009 rate study completed and five-year rate plan adopted by Council
 - Resolution adopted to increase rates January of each of the five years
 - 2011 due to significant changes in CIP and growth forecasts, new study commissioned at which rate plan was reviewed and modified
 - New five-year plan adopted in 2011 but only partially implemented by Town
 - 2011 Residential Rate Plan adopted by Town

Implemented by Town					Not Implemented		
	Current	Effective	Effective	Effective	Effective July	Effective	
		July 2012	July 2013	July 2014	2015	July 2016	
WATER RATES							
Minimum Charge:							
5/8" - ³ / ₄ "	\$19.30	\$20.27	\$21.28	\$22.34	\$23.46	\$24.63	
1"	\$32.17	\$33.78	\$35.47	\$37.24	\$39.10	\$41.03	
2"	\$128.67	\$135.10	\$141.86	\$148.95	\$156.40	\$164.22	
3" Compound	\$205.88	\$216.17	\$226.99	\$238.34	\$250.25	\$262.77	
3" Turbine	\$225.18	\$236.44	\$248.26	\$260.68	\$273.71	\$287.39	
Volume Charge Per 1,000 Gallons							
To 10,000	\$1.38	\$1.45	\$1.52	\$1.59	\$1.67	\$1.76	
10,001 – 18,700	\$1.91	\$2.01	\$2.11	\$2.21	\$2.32	\$2.44	
18,700 & above	\$3.39	\$3.56	\$3.74	\$3.93	\$4.12	\$4.33	
WASTEWATER RATES							
Minimum Charge:	\$12.78	\$15.33	\$16.87	\$18.55	\$19.48	\$20.45	
Volume Charge per 1,000 Gallons							
Residential	\$2.99	\$3.59	\$3.95	\$4.35	\$4.57	\$4.79	
Commercial	\$3.01	\$3.61	\$3.97	\$4.37	\$4.59	\$4.82	
Institutional	\$4.20	\$5.74	\$5.97	\$6.94	\$7.36	\$7.64	

- 2017 Rate Study and Financial Plan Primary Goals
 - Maintain a superior quality of water and wastewater service
 - Responsible for maintaining a high level of service
 - Minimize operating cost increases without impairing quality of service
 - Benefit of long term plan and can forecast large expenditures and minimize increases to rate payers
 - Can schedule and phase in necessary adjustments
 - Fund Capital expenditures in a manner sufficient to meet needs of both maintenance and system growth
 - Ensure that any rate adjustments are implemented in a manner that minimizes the impact on ratepayers and their families
- Key Components of Cost of Service 1 Operating Expenses
 - Due to inflation, most operating expenses expected to increase 3.0% per year
 - Some expenses (chemicals, insurance, workers compensation) may increase at greater rates
 - Maintenance costs, personnel levels and other factors likely to remain stable but will be subject to modest cost increases
 - System growth may impact overall operating expenses

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- New subdivisions/residential accounts
- Prison expansion
- Key Components of Cost of Service 2 Capital Expenditures
 - Capital Expenditures the long-term investments to build, replace and refurbish water and wastewater infrastructure
 - Capital expenditures impact long-term rates in three ways
 - How much should be spent
 - When does it have to be spent
 - How to finance expenditures Pay As You Go (PAYGO) vs. long-term debt
- Rate Design Alternatives
 - Advantages and disadvantages of current Inverted Block Rate Plan:
 - Advantages
 - Encourages conservation makes sure people use water in the most prudent way possible
 - o Lowest rates on lowest volume users, who are typically lower and fixed income
 - Popular and accepted throughout USA
 - Disadvantages
 - Highest volume users pay much higher monthly charges
 - Potential Alternative Rate Designs Option: Adjusted Inverted Blocks
 - Concept: keep inverted block but change factors:
 - Revise gallon tiers (0-10,000, 10,001-18,700, 18,701 and above)
 - Possible change in tiers (0 10,000, 10,000 -20,000 20,000 -30,000, etc.)
 - Some cities are putting in a Super low block of 0 5,000 with a very low rate to assist low and fixed income
 - Increase/lower monthly charge
 - Advantages: some changes may be seen as more "fair"; more general logic to rate tiers
 - Disadvantages: will disproportionately impact certain ratepayers based on usage
- Potential Alternative Rate Designs Option: Lifeline Rates
 - Concept: charge lower rates to certain customers who qualify based on low income, senior status or hardship
 - Advantages: provides for neediest ratepayers
- Disadvantages: higher rates for remaining customers; potential for fraud or abuse
- Potential Alternative Rate Design Option: Uniform Rates
 - Concept: charge the same rate per 1,000 gallons for all usage
 - Advantages: seen as fair; more in line with water cost economics
 - Disadvantages: does not encourage conservation; higher rates for lower volume users and lower rates for higher volume users
- Potential Alternative Rate Design Option: Seasonal Rates
 - Concept: higher charges during high usage summer months
 - Advantages: encourages conservation and prudent water usage
 - Disadvantages: hard to implement and for ratepayers to track; can lead to sudden large increases in monthly charges
- Potential Alternative Rate Design Option: Fixed and Variable Rates
 - Concept: recover all fixed costs in monthly charge; variable costs in volumetric charge
 - Advantages: guaranteed revenue stream for utility; all customers pay fixed charges
 - Disadvantages: large increases for low volume users; does not encourage conservation
- 2017 Rate Study Current Status

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- Project team has held a series of meetings with staff to go over utility background, study goals and information requirements
- Town staff and team working on acquiring the extensive data needed to complete study
- Comprehensive rate model is being updated

• Preliminary goals and drafts expected 30-60 days after final receipt of data from Town

Presentation Summary

- Rate studies and long-term financial plans are a means for which a utility can accomplish its overall objectives
- Therefore, rate plans are not just financial decisions they are social, community and political decisions as well
- In the coming months project team will work closely with staff and Council to develop a plan that will accomplish the Town's objectives and benefit both the Town and its ratepayers.

Mr. Jackson stated that the rate study is a tool that can be used to reach the objectives that you want to achieve as a community. In the coming months, they hope to present to Council a final product that meets the Council's expectations as well as those of the community.

Councilmember Wall inquired how many users, as well as by percentage, does the Town have in each of the categories.

Mr. Jackson stated that they are compiling that information. He estimates that approximately 70% of the Town's monthly bills will be 10,000 gallons or less. He stated that people tend to use more water in the summer than the winter, so the annual average may be 10,000 gallons; however, the usage may be 5,000 gallons in the winter and 15,000 gallons in the summer.

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

Ratification of the re-election of Corey Pine as an employee representative on the Town of Florence Public Safety Personnel Retirement System Fire Local Board for a period of four years. (Scott Barber)

Resolution No. 1637-17:

Mayor Walter read Resolution No. 1637-17 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY ARIZONA, APPROVING THE FINAL PLAT FOR A RE-SUBDIVISION OF PARCELS 5, 6, 7, 13, 17, 24 AND TRACT J OF MESQUITE TRAILS; REQUIRING THE PROVISION OF AN INFRASTRUCTURE IMPROVEMENT ASSURANCE TO SECURE THE SATISFACTORY CONSTRUCTION, INSTALLATION AND DEDICATION OF REQUIRED IMPROVEMENTS; ESTABLISHING A DEADLINE FOR REQUIRED IMPROVEMENTS TO BE COMPLETED; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS. (Michelle Orton)

Resolution No. 1638-17:

Mayor Walter read Resolution No. 1638-17 by title only.

Florence Town Council Meeting Minutes August 21, 2017 Page **6** of **14** A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY ARIZONA, APPROVING THE FINAL PLAT FOR A RE-SUBDIVISION OF PARCEL 5 OF MESQUITE TRAILS – PARCEL 5; REQUIRING THE PROVISION OF AN INFRASTRUCTURE IMPROVEMENT ASSURANCE TO SECURE THE SATISFACTORY CONSTRUCTION, INSTALLATION AND DEDICATION OF REQUIRED IMPROVEMENTS; ESTABLISHING A DEADLINE FOR REQUIRED IMPROVEMENTS TO BE COMPLETED; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS. (Michelle Orton)

Approval of the GIS Enterprise License Agreement renewal for three-years with Environmental Systems Research Institute in an amount not to exceed \$81,525.

Approval of the July 17, 2017 Town Council Regular Meeting minutes.

On motion of Councilmember Anderson, seconded by Councilmember Larsen, and carried to approve the Consent Agenda, as written.

NEW BUSINESS

Resolution No. 1634-17:

Mayor Walter read Resolution No. 1634-17 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ENDORSING AND SUPPORTING THE REGIONALLY SIGNIFICANT ROUTES FOR SAFETY AND MOBILITY UPDATE. (Brent Billingsley)

Mr. Brent Billingsley, Town Manager, stated that approximately three months ago, Mr. Andy Smith, Pinal County Representative, provided Council an update on the Regionally Significant Routes for Safety and Mobility Study, conducted by Pinal County. The initial study was put together by all the cities and towns in Pinal County, as well as Pinal County in 2008.

Mr. Billingsley stated that it was a leap in a new direction for Pinal County in terms of identifying those routes that were going to be critical moving forward for high capacity movement of traffic and coordination between all the cities and towns and Pinal County as to development standards for those roads. This is called the red ribbon process for notifying adjacent entities when transportation projects are done.

Mr. Billingsley stated that this year, Pinal County decided to amend and update the study with new traffic numbers. The Town received an opportunity to have input into the study. One of the things intended in the amendment is to place, what is referred to, the North South Freeway alignment, which they represented in their plan, as the RTA Parkway. He stated that if the tax initiative that will go before the voters in November gets passed, it is not to build an interstate freeway, but to build a regional facility on an alignment that could be a highway at some point.

Mr. Billingsley read Resolution No. 1634-17 in its entirety for the record.

Mayor Walter stated that the resolution addresses key points such as the Town looking to the future and planning for growth, the partnership with Pinal County and the planning of routes for safe travel.

Florence Town Council Meeting Minutes August 21, 2017 Page **7** of **14** On motion of Vice-Mayor Woolridge, seconded by Councilmember Anderson, and carried to adopt Resolution No. 1634-17.

Resolution No. 1635-17:

Mayor Walter read Resolution No. 1635-17 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY ARIZONA, APPROVING THE FINAL PLAT FOR ANTHEM AT MERRILL RANCH UNIT 52; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.

Ms. Michelle Orton, Planning Manager, stated that Pulte Home Corporation requests approval of the proposed subdivision located within the Anthem at Merrill Ranch (AMR) Planned Unit Development (PUD). This area will be part of the Sun City portion.

Ms. Orton stated that there are 124 single-family residential lots proposed on 61 acres with a density of 2.02 for this subdivision. The accompanying Resolution for this Final Plat adds an extra precaution to ensure that no homes will be constructed on lots that may be within the FEMA designated floodplains.

Ms. Orton stated that the neighborhood streets in this unit are designed and constructed with a 40-foot-wide right-of-way (ROW), which is consistent with the PUD. Though the 40-foot ROW will be utilized for this subdivision, the improvement plans for this unit will reflect modifications to the local street sidewalk standard to ensure ADA compliance.

Ms. Orton stated that the Preliminary Plat for Unit 52 was approved by the Planning and Zoning Commission on December 15, 2016. She stated that a vote of no would mean that the Council has rejected it and the applicant would be required to return to the final plat process with the new revisions. She stated that a vote of yes would mean that the Final Plat is approved and will be recorded with the Pinal County Recorder.

Ms. Orton stated that Pulte Home will construct the roadways within this subdivision to Town standards and will maintain the roadways until the end of the construction warranty period.

Mayor Walter inquired about the process for building on the lots in the future that were not included.

Ms. Orton stated that they will not be able to build on those lots until they have a Letter of Map Revision (LOMR) and are no longer in a flood zone.

Mayor Walter inquired what would happen to the lots already built upon if the lots are removed from the flood zone and changes occur.

Mr. Billingsley explained that there are no homes within this parcel that are in the floodplain. The Town has agreed to a process with Pulte to not allow construction on lots located within the floodplain or any sales of those lots. There is a lot hold on the individual lots; however, in the plat itself, the lots are created. The lot size will not change as well as the engineering to take the lot out of the floodplain is in the engineering plans and plat and cannot be removed until the LOMR is received.

Florence Town Council Meeting Minutes August 21, 2017 Page **8** of **14** Councilmember Larsen inquired about the different density per acre and how this will look aesthetically.

Ms. Orton explained that the lots sizes vary, but the average will be 3.25 dwellings per acre.

On motion of Councilmember Wall, seconded by Councilmember Hawkins, and carried to adopt Resolution No. 1635-17.

Resolution No. 1636-17:

Mayor Walter read Resolution No. 1636-17 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY ARIZONA, APPROVING THE FINAL PLAT FOR ANTHEM AT MERRILL RANCH UNIT 56A; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.

Ms. Orton stated that Pulte Homes requests approval of this proposed subdivision located within the AMR PUD. This area will be part of the Sun City portion.

Ms. Orton stated that there are 49 single-family residential lots proposed for this 24.56 acres with a density of 2.0.

Ms. Orton stated that neighborhood streets in this unit are designed and constructed with a 40-foot-wide ROW, which is consistent with the PUD zoning. The improvement plans for this unit will reflect modifications to the local street sidewalk standard to ensure ADA compliance.

Ms. Orton stated that the Preliminary Plat for Unit 56A was approved by the Planning and Zoning Commission on December 15, 2016. She stated that a vote of No would mean that the applicant would be required to return to the final plat process with the new revisions. A vote of yes would mean that the it will be approved and will be recorded with the Pinal County Recorder.

Ms. Orton stated that Pulte Homes will construct the roadways within this subdivision to Town standards and will maintain the roadways until the end of the construction warranty period.

On motion of Councilmember Wall, seconded by Councilmember Hawkins, and carried to adopt Resolution No. 1636-17.

Discussion/Approval/Disapproval of authorizing staff to commence with Development Agreement negotiations with Circle K Stores, Inc., for the proposed convenience store.

Mr. Billingsley stated that the Town has received a Development Agreement Application from Circle K Stores, Inc. The Town has been in discussions with Circle K about the construction of a new 5,881 square foot store along the model of the new Circle K stores being built around the state. The staff is ready to negotiate a development agreement with Circle K, including some of the items that have been discussed by Council and the Planning and Zoning Commission previously.

Florence Town Council Meeting Minutes August 21, 2017 Page **9** of **14** Mr. Mike Scarbrough, Land Development Consultants, on behalf of Circle K, introduced himself to Council.

Councilmember Anderson inquired what will happen to the existing Circle K buildings.

Mr. Scarbrough stated that the two stores will close once the new store opens. The fuel canopies will be removed from the existing facilities.

Mayor Walter inquired what the plans are for the buildings once they vacate them.

Mr. Scarbrough stated that both assets are leased and Circle K does not have ownership interest in them. He stated that their intent is not to leave vacant buildings, and they would like to sublease the buildings and have the buildings repurposed.

Mayor Walter stated that the Town does not want two of the largest stores on Main Street to be vacant.

Mr. Scarbrough stated that the new Circle K would be a food-venience option which means that they would open and expand the food option to include fresh options like sandwiches, salads, and healthy options in addition to all the other offerings that Circle K stores have inside of their facilities. The store is much larger and will have a larger gas canopy. They are implementing this program nationwide.

Vice-Mayor Woolridge inquired if the store will be the same as the one recently built in Coolidge.

Mr. Scarbrough explained that they will be the same.

On motion of Councilmember Anderson, seconded by Councilmember Larsen, and carried to authorize staff to commence with Development Agreement negotiations with Circle K Stores, Inc. for the proposed convenience store.

ADJOURN TO MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2

On motion of Vice-Mayor Woolridge, seconded by Councilmember Hawkins, and carried to adjourn to Merrill Ranch Community Facilities District No. 2.

Public hearing on Feasibility Report for projects, the construction of which is to be financed with proceeds of sale of General Obligation Bonds.

Mr. Joe Jarvis, District Treasurer, stated that the District held an informational meeting last week, which was very well attended. He stated that there was confusion with regards to the Community Facilities District and the challenge is that there is a high turnover of residents in that area. The meeting helped provide information to better understand the financing method.

Mr. Mark Reeder, Managing Directors, Stifel Nicolaus, stated that the meeting to educate the public of the purpose of the issuance of the General Obligation Bonds went very well. He stated that the tax rate will not exceed \$3.25. The District has created some bonding capacity

Florence Town Council Meeting Minutes August 21, 2017 Page **10** of **14** this year as a result of an increase in the tax base within District No. 2. He stated that the tax base is up by approximately 7% this year.

Mr. Reeder stated that the 7% growth along with the extra cash in the Debt Service Fund is allowing them to size the bond issue at approximately \$2,000,000. The purpose of which will be used to reimburse Pulte for the Spirit Way public infrastructure improvements.

Councilmember Wall stated that Pulte has made the presentation available on their portal.

Mayor Walter stated that the presentation will also be available on the Town's website. She asked that an annual presentation be done for the residents.

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

Consideration and possible adoption of Resolution No. MRCFD2 234-17:

Chairman Walter read Resolution No. MRCFD2 234-17 by title only.

A RESOLUTION APPROVING A FEASIBILITY REPORT WITH REGARD TO PROJECTS; AUTHORIZING THE SALE AND ISSUANCE OF NOT TO EXCEED \$2,225,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS, SERIES 2017; PRESCRIBING CERTAIN TERMS AND CONDITIONS OF SUCH BONDS; APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF NECESSARY RELATED DOCUMENTS; DELEGATING THE DETERMINATION OF CERTAIN TERMS OF SUCH BONDS AND MATTERS RELATED THERETO TO THE DISTRICT MANAGER AND AUTHORIZING THE SUBSEQUENT LEVYING OF AN *AD VALOREM* PROPERTY TAX WITH RESPECT TO SUCH BONDS. (Joe Jarvis)

On motion of Boardmember Anderson, seconded by Boardmember Wall, and carried to adopt Resolution No. MRCFD2 234-17.

ADJOURN FROM MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2

On motion of Vice-Chairman Woolridge, seconded by Boardmember Larsen, and carried to adjourn from Merrill Ranch Community Facilities District No. 2.

MANAGER'S REPORT

Mr. Billingsley read a letter into the record, which read:

"Dear Mr. Billingsley,

We are pleased to notify you that your Comprehensive Annual Financial Report (CAFR) for the Fiscal Year ended 2016 qualifies for the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting and its attainment represents significant accomplishment by a government and its management."

Florence Town Council Meeting Minutes August 21, 2017 Page **11** of **14** Mr. Billingsley stated that the Town could not have done it without the assistance of our Finance Department. He recognized Mr. Joe Jarvis, Finance Director, Mr. Gabe Garcia, past Finance Director, and Ms. Marcia Goerdt, Accountant (recently retired). He stated that a press release will be sent out.

Mr. Billingsley stated that Mr. David Strayer, Fire Chief, completed one portion of the FEMA National Academy. The program, titled Executive Development, lasted from July 21 – August 4, 2017.

Mr. David Strayer, Fire Chief, stated that the program is called the Executive Fire Officer Program. It is a national program held at the National Emergency Training Center in Emmitsburg, Maryland. The program is a four-part program with year one being executive development. He now should complete a 60-page applied research project to complete the first-year requirements. Year two is Community Risk Reduction, and there are two other elements after this. This is the Gold standard for fire chiefs. He stated that he is excited to apply what he has learned in Florence.

Mr. Billingsley stated that the Town has been awarded the Governor's Office of Highway Safety Grant award. The Town received the following:

- Occupant protection overtime \$5,000
- DUI Impaired overtime \$10,000
- Traffic Enforcement Overtime \$10,000
- Speed trailer for usage in the Town

Mr. Billingsley thanked all those involved in assisting with the grants.

Mr. Billingsley stated that the Florence Police Department Citizens Academy will begin September 5, 2017. There is still time to enroll; please contact Sgt. Don Campbell or the office to enroll.

Mr. Billingsley stated that the Town was audited on August 10, 2017, by the Department of Homeland Security, regarding the Town's Stonegarden Grant that the Town has employed for a number of years. The Town received \$88,000 in the last grant cycle. He stated that the Town and the Police Department has met the requirements of the grant and are in full compliance. The Town will apply for the grant again in the future.

CALL TO THE PUBLIC

There were no comments.

CALL TO THE COUNCIL – CURRENT EVENTS ONLY

Councilmember Anderson thanked the Town for sponsoring the trip to Denver to visit the Innovation Pavilion campus, which was quite impressive.

Councilmember Wall stated that she met with members from the Pinal County Historical Museum and Arizona State Prison, where they were successful in starting a 1953 former Town of Florence Historic Fire Truck. It was driven, under its own power, to the prison to be restored. This project was originally suggested by Chief Strayer and was taken over by the museum with

Florence Town Council Meeting Minutes August 21, 2017 Page **12** of **14** the Town's volunteer support. She thanked everyone for their effort. There will be fundraising efforts in the near future.

Councilmember Larsen stated that the trip to Colorado was very educational and there are several things that they can take away and apply to Florence. She thanked the staff for their work in obtaining the grants and for a successful audit.

Mayor Walter stated that Council and some staff members will be attending the 2017 League Annual Conference this week.

ADJOURN TO EXECUTIVE SESSION

An Executive Session will be held during the Council Meeting for the purposes of discussions or consultations with designated representatives of the public body and/or legal counsel pursuant to A.R.S. Sections 38-431.03 (A)(3), (A)(4) and (A)(7) to consider its position and instruct its representatives and/or attorneys regarding:

- Town's position and instruct its attorneys regarding the Petition for Review of Underground Injection Control Permit Issued by USEPA Region 9 for the Florence Copper Project, UIC Appeal 17-03, and related proceedings.
- Town's position and instruct its attorneys regarding Arizona Department of Environmental Quality proceedings, related Water Quality Appeals Board Case No. 16-002, including appellate proceedings to reviewing courts.
- Town's position and instruct its attorneys regarding pending litigation in Maricopa County Superior Court: Town of Florence v. Florence Copper, Inc. CV2015 -000325.
- Possible discussions with government agencies and private entities involving the purchase, sale or lease of real property and other property related to the Town of Florence's water and wastewater systems, including upgrades, expansions, contracts, and/or settlement discussions related thereto.
- Possible discussions and contract negotiations with Startup Pavilion, LLC dba: Innovation Pavilion and other associated parties for the proposed development of an innovation campus project.
- Possible discussions and contract negotiations related to the Town's purchase of water credits.

On motion of Councilmember Hawkins, seconded by Councilmember Larsen, and carried to adjourn to Executive Session.

ADJOURN FROM EXECUTIVE SESSION

On motion of Vice-Mayor Woolridge, seconded by Councilmember Wall, and carried to adjourn from Executive Session.

ADJOURNMENT

On motion of Vice-Mayor Woolridge, seconded by Councilmember Wall, and carried to adjourn the meeting at 8:48 p.m.

Florence Town Council Meeting Minutes August 21, 2017 Page **13** of **14** Tara Walter, Mayor

ATTEST:

Lisa Garcia, Town Clerk

I certify that the following is a true and correct copy of the minutes of the Florence Town Council meeting held on August 21, 2017, and that the meeting was duly called to order and that a quorum was present.

Lisa Garcia, Town Clerk

TOWN OF FLORENCE HISTORIC DISTRICT ADVISORY COMMISSION REGULAR MEETING MINUTES

REGULAR MEETING OF THE HISTORIC DISTRICT ADVISORY COMMISSION OF THE TOWN OF FLORENCE HELD WEDNESDAY FEBRUARY 22, 2017, AT 6:00 PM, IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.

CALL TO ORDER

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

ROLL CALL:

- Present: Chairman Wheeler, Vice-Chairman Adam, Commissioner Smith, Commissioner Reid, Commissioner Novotny, Commissioner Ruiz.
- Absent: Commissioner Schmidt

PLEDGE OF ALLEGIANCE

Chairman Wheeler led the Pledge of Allegiance.

DISCUSSION/APPROVAL/DISAPPROVAL of the minutes of the regular meeting conducted on January 25, 2017.

On motion of Vice Chairwoman Adam, seconded by Commissioner Reid, and carried to approve the regular meeting minutes of January 25, 2017 with one correction.

WORK SESSION

PRESENTATION/APPROVAL/DISAPPROVAL of a Design Review application by Sammi Jo Beebe for building modifications proposed for a property located at 390 N. Main Street. The property owner is proposing to establish a new retail business at the subject location commonly known as the Cody Building or the Charles Hardy Saloon.

Will Randolph, Town Planner, gave a brief presentation to the Historic District Advisory Commission on an existing historic building known as the Charles Hardy Saloon or the Cody Building. This building, according to the 1982 National Register of Historic Places Inventory-Nomination Form, was a contributing "Sonoran Adobe" commercial structure constructed in 1889. Arizona State Historic Property Inventory labeled this as the Charles Hardy Saloon and the Arizona Blade Tribune Printing Plant. The significance of this structure was that it housed a multitude of varied uses, including the Charles Hardy Saloon (1890-98), a grocery store (1915), a pharmacy (ca. 1918), a real estate office and the office and printing plant of the Arizona Blade-Tribune (from ca. 1920 to 1945). The current use was vacant. The adjacent open space to the south was once Brown and Murphy's corral, and later Stevens and Hardwick's bustling livery stable and stage office. This space was once a parking lot for the supermarket in F1-18. Despite various minor alterations (porch, fenestration), F1-17 remains an excellent example of the pure flat-roofed, zero-setback Sonoran mode of building, its geometric simplicity unmodified by any later hipped or gabled Anglo roof "improvements".

BACKGROUND:

This is a single-story Sonoran adobe, roughly rectangular in plan, with east and north facades on the parcel's Main Street and 8th Street property lines respectively.

DISCUSSION:

Applicant Sami Jo Bebee with Rail Three Bar Ranch Original Designs sought approval of this Design Review application. The owner's intention is to rehabilitate the adobe structure per the "Florence Townsite Historic District Preservation Design Guidelines" with the end result for this project to yield a rehabilitated building to house a specialty retail use.

PROJECT DATA:

Historic Significant:	Contributing Property-"National Register"
Style /Cultural Period:	Sonoran Adobe
Year/s Built:	1889
Zoning:	Downtown Commercial Zoning District
Gross Site Area:	.07 Acres (2,898 sq. ft.)
Proposed Use:	Specialty Retail

ANALYSIS:

Staff noted, per the analysis of this case, the following Town of Florence Ordinances/Policy Guides were utilized in the analysis of this Design Review application:

- Florence, Development Code, and Chapter 32: Section 32.070 District Advisory Commission and Chapter 150: Section 150.013 Design Review.
- Townsite Historic District Preservation Guidelines.
- Secretary of the Interior's Standards for Treatment of Historic Properties Amended 1995.

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PROPOSED MODIFICATIONS

Architecture Style:

The applicant submitted elevations that would complement the architecture style "Sonoran". Staff has provided definitions on architecture types for added clarity on the said architecture.

Sonoran Style (1866-1950)

Sonoran style features high plastered adobe walls typical to Spanish Colonial and Mexican architecture. Usually contains earth and timber flat roof construction methods of the Hohokam and Pima Indians. Construction methods consist of being built flush with the property lines with rear gardens, having stone foundations, narrow tall windows and doors, and wood castings.

Roofing Type:

The front awning roofing material consisted of a pitched metal roof that exemplified the traditional roofing material featuring a corrugated metal roof.

WALLS:

Staff noted the "flat-roofed" Sonoran adobe building had two major components as shown in the site plan. The retail and workshop component would be in the front portion of the building, and the leather storage with private living space would be located in the rear. (Please refer to applicant design schematics and drawings).

Exterior walls would consist of the original adobe walls with stucco using a "horse and carriage" color palette for the trim and doors, and a "vanilla buttercream" palette for the outside stucco walls.

WINDOWS AND DOORS

Staff informed the applicant to follow the Town of Florence Historic District Design Guidelines and recommended all windows replaced be made of anodized aluminum and be double hung with operable sliders with grids.

The applicant will replace the front door and windows with proposed examples shown in the photograph below built to fit in the original adobe openings and casement windows.

Staff noted that the proposed modifications to the Charles Hardy Saloon commercial structure are in agreement with the Secretary of the Interior's Standards for the
Treatment of Historic Properties, amended in 1995. The Standards have been listed below for clarification:

Standards for Rehabilitation

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.

2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.

3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.

4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.

5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.

6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.

7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.

8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.

10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Staff concludes, the applicant has conferred with the State Historic Preservation Office (SHPO) and alterations will not detriment the historic integrity of the building.

FINDINGS:

• Florence Townsite Historic District Preservation Guidelines were utilized for this rehabilitation and meets Town Code requirements.

- This application was sensitive to the integrity of the historic adobe building and the Historic District surrounding buildings.
- SHPO staff had reviewed and approved the "Hardy Saloon" Residence Rehabilitation Project.

STAFF RECOMMENDATION:

Staff found this request was in compliance with applicable Town Codes, Secretary of the Interior's Standards for the Treatment of Historic Properties, Florence Townsite Historic District Preservation Guidelines and hereby recommended approval to the Historic District Advisory Commission for the Design Review application, subject to the following conditions:

- 1. Rehabilitation/construction on the "Hardy Saloon" commercial structure shall conform to the exhibits presented on February 22, 2017.
- Project shall comply with all applicable Town codes, Secretary of the Interior's Standards for the Treatment of Historic Properties, Florence Townsite Historic District Preservation Guidelines and all applicable building, fire and engineering codes.
- 3. The building shall be weather-proofed, including the windows and doors on the buildings and exterior walls shall be repaired and painted to match submitted paint palette.
- 4. A Town Right-of-Way Permit is required in order to locate the proposed front awning within the Town Right-of-Way.
- 5. Any additional conditions deemed necessary by the Historic District Advisory Commission.

On motion of Vice Chairwoman Adam, seconded by Commissioner Reid, and carried to approve the Design Review Application by Sammi Jo Beebe, for building modifications for a property located at 390 N. Main Street.

Vice-Chairwoman Adam had a question towards the applicant regarding exterior stucco improvements, and the applicant Sammi Jo Beebe responded exterior stucco improvements would be made and also painted with the proposed color shown in the presentation. Vice-Chairwoman Adam asked if the pitch of the roof would change, in which Mrs. Beebe responded would remain as is. Commissioner Reid commented on liking the front door option of including stained glass, and then Mrs. Beebe responded they would use an all wood door with a historic look which would still compliment the building.

Chairwoman Wheeler had a question regarding the operational status of the HVAC system within the building and if the window ac units would be removed. Mrs. Beebe answered by stating the main building HVAC system was still in operation and the window units would be removed.

Commissioner Smith complimented the proposed posts and admired the round design rather than square poles.

Chairwoman Wheeler recommended making the effort to change the condition number four on page seven of the staff report to include the word "permit" for a Right of Way Permit.

PRESENTATION/APPROVAL/DISAPPROVAL of a Design Review application by Woodard Construction for building modifications proposed for a property located at 355 N. Main Street. The property owner is proposing building improvements, including a new awning for the subject building, which is currently serving a law office.

Will Randolph, Town Planner, introduced new Senior Planner Michele Orton who gave presentation to the Historic District Advisory Commission on an existing historic building known as Biff's Café/Dinner Bell Café. According to the 1982 National Register of Historic Places Inventory-Nomination Form, this contributing "contemporary" commercial structure was constructed between 1941-1949. Arizona State Historic Property Inventory labels this home as the Biff's Café/Dinner Bell Café.

The significance of this structure included being a small restaurant building, which was typical of builder's commercial structures of the 1940s, demonstrating little immediate relationship to its Main Street setting, except for its zero setback site emplacements.

BACKGROUND:

A single story detached commercial structure of square shaped plan, built with its front façade on the parcel's Main Street property line, its north and south facades on the side property lines, and its east façade set back approximately 100 ft. from the parcel's Bailey Street property line.

The exterior walls are made of concrete block, and the top course of the block is slightly stepped or corbelled out as a parapet cap. Rolled asphalt (or gravel plus built-up roofing) covers a flat timber roof structure. Separate cantilevered canopies of painted corrugated rigid fiberglass sheeting on metal frames are mounted over the front door and two windows on the Main Street façade. The building appears to be in good condition.

DISCUSSION:

The applicant, Woodward Construction, represented Laura McDermott for this Design Review application and intended on constructing awning and exterior paint improvements per the "Florence Townsite Historic District Preservation Design Guidelines".

PROJECT DATA:

Historic Significant:	Contributing Property- "National Register"
Style /Cultural Period:	Contemporary
Year/s Built:	1941 and 1949
Zoning:	Downtown Commercial Zoning District
Gross Site Area:	3,724 square feet.
Current Use:	Law Office

ANALYSIS:

Staff noted, per the analysis of this case, the following Town of Florence Ordinances/Policy Guides were utilized in the analysis of this Design Review application:

- Florence, Development Code, and Chapter 32: Section 32.070 District Advisory Commission and Chapter 150: Section 150.013 Design Review.
- Townsite Historic District Preservation Guidelines.
- Secretary of the Interior's Standards for Treatment of Historic Properties Amended 1995.

PROPOSED MODIFICATIONS

Architecture Style:

The applicant submitted elevations and exterior improvements that would complement the architecture style "*Contemporary*". Contemporary commercial architecture was popular in the decade of the 1940's and after World War Two. The building materials were very basic and industrialized with little or no ornamentation. These buildings were typically smaller in scale and had very few major historic references compared to other historic structures along Main Street.

Roofing Type:

The proposed awning roofing material in this Design Review application consisted of corrugated metal. Wood posts will support the canopy and will allow for adequate pedestrian flow along Main Street. An existing, newly installed light pole will be accommodated for that is in the center of the awning and the front entrance of the property. The awning will be properly insulated since the light pole is powered and serves as ground for the running electrical lines. The pitch on the roof runs at a 3/12 ratio. Please refer to provided rendering attachments.

EXTERIOR PAINT

Paint improvements will be made to the property that includes covering the existing blue paint on the bricks and tan paint on the window ornamentation and doors. The proposed paint on the bricks will be a white paint known as "Lighthouse", color code DEW385. Brown paint for the windows, door, and awning pole will consist of "Nomad", color coded at DET697. Please refer to the examples below. Staff notes these colors appear to have an historic look and will compliment Main Street compared to what is existing on the building.

REAR SITE PLAN IMPROVEMENTS

Improvements were also proposed for the rear side of the property facing Bailey Street. Currently there is a wood fence on the rear side of the property and two trees. The applicant wishes to remove the wood fence and add a new six foot CMU (block) wall. This wall will extend 26 ft. to the east from the existing rear patio, shortening the rear yard and creating parking space on the rear side of the property. Two of the parking spaces will be covered using wood pole construction with the same corrugated metal roofing material being used for the front awning. Gate access will be provided through the rear CMU wall with a DG walkway to the rear entrance of the building.

Staff notes that the proposed modifications are in agreement with the Secretary of the Interior's Standards for the Treatment of Historic Properties, amended in 1995. The Standards have been listed below for clarification:

Standards for Rehabilitation

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.

2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.

3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken. 4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.

5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.

6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.

7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.

8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.

10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

FINDINGS:

- Florence Townsite Historic District Preservation Guidelines were utilized for this rehabilitation and meet Town Code requirements.
- Eric Vondy, Preservation Incentives Programs Coordinator with the State Historic Preservation Office, gave Town staff confirmation the applicant's proposed modifications are appropriate to the historic building.

STAFF RECOMMENDATION:

Staff found that this request is in compliance with applicable Town codes, Secretary of the Interior's Standards for the Treatment of Historic Properties and Florence Townsite Historic District Preservation Guidelines and hereby recommends approval to the Historic District Advisory Commission for the Design Review application PZ-17-21 DR, subject to the following conditions:

- 1. Awning, exterior paint, and rear site improvements on the Biff's Café/Dinner Bell Café shall conform to the exhibits presented on February 22, 2017.
- Project shall comply with all applicable Town codes, Secretary of the Interior's Standards for the Treatment of Historic Properties, Florence Townsite Historic District Preservation Guidelines and all applicable building, fire and engineering codes.
- 3. A Town Right-of-Way Permit is required to locate the front awning within the Town Right-of-Way.
- 4. Any additional conditions deemed necessary by the Historic District Advisory Commission.

On motion of Vice Chairwoman Adam, seconded by Commissioner Reid, and carried to approve the Design Review Application by Woodard Construction, for building modifications for a property located at 355 N. Main Street.

Chairwoman Wheeler had a question for the covered parking in the rear of the building in regard to serving the occupants of the building or the public. Senior Planner Michelle Orton informed the parking would be private only.

Vice-Chairwoman Adam had a question for the exterior wall on the rear side of the building if it would be painted or improved. The applicant informed the commission the rear wall would be stuccoed and painted.

Chairwoman Wheeler had a recommendation to correct the case number in the staff report, and staff recognized the correction needed and notified the commissioners of correct case number.

WORK SESSION regarding conceptual building improvements being contemplated for the W.C. Smith and Co. building located at 374 N. Main Street and 368 N. Main Street. Conquest Arms Currently occupies a portion of the subject building.

Mark Eckhoff, Community Development Director, gave brief introduction to Bonnie Barriola and Gem Cox who would give presentation on the building and answer questions after the presentation. Mrs. Barriola gave presentation on the history of building explaining its origination and original architecture. Mrs. Barriola discussed extensive history of the building including but not limited to previous facades of the building, materials, owners, and fires that may have affected the building. Different time periods of Florence were also discussed during the presentation.

Mrs. Barriola then discussed proposed improvements to the front of the building facing Main Street. These improvements included architectural renderings of a conceptual

upper level building shell above the north building to simulate the previous historical building. Other items discussed including improving the front façade, improving the north building ADA accessibility, and additions of a flower box.

Commissioner Reid had a question for the relevancy of the second story shell above the north building. Mrs. Barriola answered with her reasoning by trying to implement a second story shell that showed the previous historical building. Building owner Gem Cox then provided verbal reasoning for wanting and creating the design of the second story shell. Mr. Cox explained various alterations in terms of design and the purpose of the shell. Mr. Cox and Commissioner Reid had various discussions on design options, and Mr. Cox reiterated he could discuss with the architect other design options and do a cost analysis for the upper shell to circumference the entire building. Other commissioners had questions of the actual materials and timeline of construction of the upper level shell structure, and Mr. Cox answered appropriately. Chairwoman Wheeler shared additional comments regarding the original building with its second story being in a different setting of Florence at that time. Mrs. Barriola and Commissioner Smith had dialogue if the upper level shell is not agreed upon, then to at least have a picture of the original building inside to showcase to customers.

Commissioner Reid had favorable comments on the south building awning improvements. Mrs. Barriola explained the design implications and how the awning was designed with removing of certain items to establish ease of access.

Mrs. Barriola then discussed and presented a list of need improvements to the building with aid of presentation materials given to each of the commissioners. Mrs. Barriola began discussing the broken window and immediate repairs. Next items included replacing the door on the north building facing Main Street and the making modifications on the interior for the door entry to meet fire and other building codes. These modifications included alterations to the wall so adjustments could be made modularly as funds do occur to make the adjustments.

Chairwoman Wheeler had a question if the current outside ramp along Main Street would provide access to this new door, and Mrs. Barriola answered the ramp would provide access to the door and presented other improvements that have been done to the interior of the building, including floor improvements and showing pictures of original glass windows that were discovered in the basement of the building.

Gem Cox then gave presentation to the Commissioners of plans with the original glass windows. Commissioner Smith then had questions regarding previous uses in the building including apartments, which Mr. Cox answered there was previous living quarters in the building and unidentified rooms. Mrs. Barriola discussed various uses prior that are perceived interesting to preservationists including a see-through glass window from the upper story and other hidden rooms.

Mrs. Barriola presented the existing elevations of the building from all sides and additional site conditions. Minor building improvements were also discussed during discussion of the presented slides of the building. Mrs. Barriola discussed additionally the recent improvements the owner has done to the building to restore the building to its original features from the interior.

Mrs. Barriola proceeded with discussing exterior improvements including landscaping, fencing around the parking lot, and coordinating other improvements with the property owner to the north. Steel doors would also be added to replace the wood doors on the rear side of the property to help secure the building.

Vice-Chairwoman Adams appreciated the presentation and the vision for the property, and wanted to clarify the phasing of improvements and what would be done to the exterior of the building. Building owner Gem Cox informed the commissioner of the immediate improvements, replacing the north door above the handicap ramp for accessibility, meeting fire code, implementing façade improvements to the front of the north building, and the process of presenting to HDAC for approval. The next phase would be to present to HDAC the awning above the Conquest Arms entry and above Main Street, and then to revisit the idea of the "ghost" façade (second story building shell) above the north building. Mr. Cox gave other alternatives his architect could propose for the top of the building including a cornice and peak if HDAC is not in favor of the upper shell. Commissioner Adams gave further comments on the possible building shell and the architecture and Mr. Cox responded he is willing to work with HDAC, and the citizens in the community to implement a proper design.

Chairmen Wheeler mentioned the magnitude of the building ideas and if the improvements would be completed in phases. Mrs. Bariola responded with phases would occur with changes and additions as time goes on, and would be brought before HDAC. The purpose was to present the many ideas Mr. Cox had in mind for the building and to gain feedback from the Commissioners.

Commissioner Smith asked Mr. Cox if the property tax incentive options were investigated and Mr. Cox stated they were not being implemented at the time because of implementing repairs and not completing full restorations. Mr. Cox reiterated his improvements with the building and how much construction efforts were needed before qualifying for tax incentives with Pinal County. Mr. Cox thanked the Commission and their efforts in helping him guide building decisions and serving on the commission board.

Bonnie Barriola concluded the presentation with describing her involvement with Florence and showing sign improvements, she had been involved with Florence prior in the 1990s.

PRESENTATION/DISCUSSION regarding sign and other improvements underway by the Arizona State Parks at McFarland State Historic Park.

Mark Eckhoff, Community Development Director, gave presentation on a proposed sign Arizona State Parks was considering for placing at the south-east corner of the McFarland State Park. Mr. Eckhoff explained coordination efforts with State Parks, additions to the historic building using paint, adding a rear wall, additional landscaping, having possible events held at McFarland Park, and enhancing the visitor experience of the park to the community.

Commissioner Wheeler had a question regarding the roof condition. Mr. Eckhoff mentioned the roof condition on the building and challenges involved with the recession. He also mentioned how the Town and State could develop future partnerships for the McFarland Park.

Vice-Chairwoman Adam had a question about entry stairway accessibility, and Mr. Eckhoff said coordination efforts were held with the state to figure out ways to improve the stairways and prevent pests from living under the building.

STAFF REPORT

Historic property mapping tool update

Will Randolph gave a presentation on the historic property mapping tool being developed by the Community Development GIS department. Mr. Randolph discussed the recent programming efforts that were completed to create underlying imagery showing different time periods of Florence, differentiating the data based off different architectural periods, map tools, and locations of these features on the website display. Mr. Randolph also mentioned the inclusion of the Florence walking and audio tours with the working historic district map.

CALL TO THE PUBLIC/COMMISSION RESPONSE

Call to the Public for Comment is limited to issues within the jurisdiction of the Town of Florence Historic District Advisory Commission. Individual Commission members may respond to criticism made by those commenting, may ask staff liaison to review a matter raised, or may ask that a matter be put on a future agenda.

There was no public comment.

CALL TO THE COMMISSION-CURRENT EVENTS ONLY

Vice-Chairwoman Adam wanted to make sure new information discovered from property research from the home tour efforts was being added the historic property inventory sheets as new and additional information. Town Planner, Will Randolph answered by stating the information was added to the property inventory sheets being labeled as additional information, while noting the sources and references. Commissioner Adam also commented on Ruth Harrison's efforts but the unfortunate demolition which occurred on Ruggles Street, and applauded staff's efforts in bringing forth new historic building projects on the agenda. Vice-Chairwoman Adam also reiterated maintaining historical properties and their importance to all the historic building owners by attracting future investment of buildings in the area and to avoiding future demolitions.

Commissioner Novotny commented on the success of the Home Tour and that the public commented positively on the home owners allowing them to venture into their homes and learn about the history of Florence. Commissioner Novotny also stated it was nice to see many visitors come from all parts of the state and country to see Florence.

Commissioner Wheeler discussed the excitement of seeing so many new items on the agenda and new owners stepping forward to rehabilitate new buildings along Main Street. She commented this could have a positive effect of causing more rehabilitation efforts to occur in town and along Main Street.

ADJOURNMENT

On motion of Chairwoman Wheeler Chairman Wheeler adjourned the meeting at 7:40 pm.

Bitty Wheeler

<u>August 30 2017</u> Date

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TOWN OF FLORENCE HISTORIC DISTRICT ADVISORY COMMISSION REGULAR MEETING MINUTES

REGULAR MEETING OF THE HISTORIC DISTRICT ADVISORY COMMISSION OF THE TOWN OF FLORENCE HELD WEDNESDAY MARCH 29, 2017, AT 6:00 PM, IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.

CALL TO ORDER

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

ROLL CALL:

Present: Chairman Wheeler, Vice-Chairman Adam, Commissioner Smith, Commissioner Reid, Commissioner Schmidt, Commissioner Ruiz

Absent: Commissioner Novotny

PLEDGE OF ALLEGIANCE

Chairman Wheeler led the Pledge of Allegiance.

DISCUSSION/APPROVAL/DISAPPROVAL. of the minutes of the regular meeting conducted on February 22, 2017.

On motion of Commissioner Smith, seconded by all commissioners to approve the regular meeting minutes of February 22, 2017 with three corrections.

OLD BUSINESS

PRESENTATION/DISCUSSION from Mr. Jamie White, GIS Coordinator regarding the Town of Florence Historic District Property Mapping Tool and Tours. Web link: https://gis.florenceaz.gov/Web_Maps/TOF_Historic.html

Mr. White gave a presentation on the design and implementation of the new Town of Florence Historic Property Mapping Tool (HPMT). Mr. White explained the background and design in creating the user-friendly website.

The presentation included a description of the website functionality and the various ways in which to research historic sites. The tool offers the ability to view property information through associated links to historic property inventory sheets, National Register information, Pinal County assessor information, and building/historic plaque photos.

Additionally, Mr. White went further to illustrate the sliding timeline and various layers of the GIS tool, and its ability to highlight properties according to their architectural styles and time of construction. Mr. White discussed how the website is compatible with most mobile devices, desktops and will show a user's geographic location when accessing the website or when visiting the historic district in person, and how access to the audio and walking tours functions.

Additional ideas for the tool were discussed among the Commissioners and Mr. White. One popular suggestion included working with the Department of Parks and Recreation to add the yearly Historic Home Tour to the tool.

Commissioner Smith commented that corrections needed to be made for the Brunenkant building. Mr. White stated that he could make changes to the site as issues were identified. Commissioner Smith also inquired as to when the website would be available to the public. Mr. White stated that the next step would be Council approval and then any revisions that might be needed per Council input. Commissioner Smith reiterated that Mr. White had done a remarkable job in creating the tool. Commissioner Reid concurred and inquired if properties outside the district were included in the map tool. Town Planner, Mr. Will Randolph confirmed that other historic properties outside the district were also included.

Commissioner Reid asked if the audio tour was still available on the Town website, and Mr. White confirmed that it is and can be downloaded by the public. Chairman Wheeler asked how the public can find the historic mapping tool. Mr. White explained that the location can be found on the Town of Florence website under the Services drop down menu. Mr. White confirmed that he will also work with IT to place the mapping tool on the historic district website.

Vice Chairman Adam had recommendations for improving the visitors tab on the Town of Florence website and hoped that the Town might clarify this portion of the site. Vice Chairman Adam also asked if there was a way to show tax code information regarding properties which could be eligible for the historic property tax incentives. Vice Chairman Adam also asked if a process could be established for updating and correcting property inventory sheets.

Commissioner Ruiz commented the website is beneficial for children involvement and found the tool very useful and easy to navigate, and commented on Mr. White's performance. Mr. White explained the challenges with designing the tool for mobile devices. Mr. White welcomed any suggestions and corrections, and recommended using the Chrome browser when using the historic property mapping tool.

PRESENTATION/DISCUSSION regarding rear screening and other proposed improvements for McFarland State Historic Park.

Mr. Randolph presented an update regarding the latest improvements being done to the McFarland State Historic Park. Mr. Randolph reviewed previous improvements for signage and painting and introduced the latest design for adding an 8-ft. masonry wall. Mr. Randolph advised that the Arizona State Parks Department is eager to work with the Town and that the design details and information was provided by them.

Vice-Chairman Adam mentioned the Arizona State Parks Director's visit with the McFarland State Park and a concern for the visual quality to the north. Initially there was a discussion regarding planting a hedge. Though the town has issues with blight, Vice-Chairman Adam commented that building of walls can interfere with the sense of community. Commissioner Reid noted that the property to the north had been neglected and should be contacted to address cleaning up and maintaining the property which would likely alleviate the need for a wall. Commissioners questioned why the Town had not attempted to address the conditions of the property to the North previously.

Town Planner Mr. Randolph commented that the State is guided by different authorities than the Town and that it was courteous of them to consult with the Commission and the Town regarding their plans. Mr. Randolph also confirmed that the Town has communicated with the property owners to the north including sending maintenance code letters. Chairman Wheeler added that the present situation could have been an opportunity to work with the State toward a mutual solution, but also added the State is not obliged to comply with Town ordinances and zoning procedures. Vice-Chairman Adam brought up addressing the Town to see what is and can be done about blight and the potential for future discussions with the State.

Commissioner Ruiz asked if the property to the north was given notification to clean up their property. Mr. Randolph said that he would coordinate with other staff to confirm if code compliance letters were sent to the property owners. Commissioner Smith had a question about the notification process of property maintenance letters and Mr. Randolph provided an explanation. Commissioner Reid then noted there have been many properties with code compliance issues and nothing has been done. The property to the north of McFarland also had received town CDBG grants in improving the structure, and it's a tragedy that the condition of the property has deteriorated.

Commissioner Reid had a question regarding timelines, and Ms. Orton explained the current process for submitting a building permit, which would be approximately in two weeks. Commissioner Smith explained that a current business operation has possibly been operating out of the building. Vice-Chairman Adam re-emphasized the need for property blight cleanup measures and wishes that the Town could go further in enforcing property maintenance codes.

Commissioner Reid would have preferred that the State provide more visual aids such as wall elevations showing what it would actually look like. HDAC is not in favor of erecting a wall.

NEW BUSINESS

WORK SESSION coordinated by Senior Town Planner, Ms. Michelle Orton, to discuss potential ideas and goals for working with historic property owners and historic district notifications.

Ms. Orton led a work session with the Historic Advisory Commissioners to discuss the appropriate content of a letter to send to the historic property owners. Commissioners commented they had reviewed the letter prior to the meeting and could immediately provide input. Chairman Wheeler began the discussion saying the letter was rather long and could be shortened. Ms. Orton confirmed that staff could revise or shorten the letter as needed and mentioned whether a homeowner letter was necessary.

Vice-Chairman Adam said that she believed sending a letter to all historic property owners would be a necessary action to introduce Ms. Orton as the new Senior Planner and that many newer property owners are not aware of the historic designation of their property. Vice-Chairman also suggested the idea of a monthly letter discussing various topics or the latest historic district updates. She also suggested that issues of property maintenance would be timely given the Town's efforts toward finalizing and implementing the Strategic Plan. It was also suggested that a newsletter could be utilized to communicate with everyone in the District

Some suggested topics explained in these letters emphasize a sense of place. By expanding to a broader range of citizens within the historic district and to the entire Florence community, the communication could illustrate how the district shares the same goals as the entire community.

Chairmen Wheeler and Commissioner Smith questioned whether the letter would be going to the property owners or the renters. Ms. Orton explained this could be open for discussion. Vice-Chairman Adam responded she would like to see the letters go to the property owners. Additionally, it was suggested that the Town might coordinate with the Chamber of Commerce in communicating with the renters and businesses in reaching the Town's Strategic Plan efforts. Vice-Chairman Adam suggested that the letter should be simple and focus on informing owners of the implications of their property's potential historic district designation.

Commissioner Reid suggested involving local realtors and requesting that they emphasize historic property information during real estate transactions. Vice-Chairman Adam suggested that the Chamber also become involved and communicate with businesses the advantages of emphasizing the historic designations of properties. Chairman Wheeler mentioned property owner's disagreements with Town Codes, stating that future historic property owners should be properly informed before acquiring properties so they understand the proper procedures and costs involved with maintaining a historic property. Ms. Orton concluded it would be beneficial to send letters to realtors in the area so they are aware with the historic property designations and can properly inform future purchasers. Commissioner Reid mentioned that past attempts to work with realtors were unsuccessful. Chairman Wheeler suggested that attempts should be remade. Vice-Chairman Adam also suggested offering work sessions with potential buyers to communicate the financial and regulatory implications of buying a historic property in order to eliminate future problems down the road.

Commissioner Reid suggested that a property's historic status and Town events involving the District could be noted on utility bills. Vice-Chairman Wheeler stated she is looking forward to working with Ms. Orton, improving Town relations with the community and building positive relationships to counter the antagonist attitude towards the Town.

Ms. Orton discussed the proposed letter contents including the vision statement. Chairman Adam commented that the statement was too visionary and that the town isn't necessarily living up to the vision. Ms. Orton asked if the Commission would like the vision statement removed. Chairman Wheeler suggested the vision be removed in case the vision didn't tie with other Commissions or the Town's vision. Chairman Wheeler stated other options and ways the vision statement could be used in meeting yearly goals and progress towards those goals in a benchmark fashion. Chairman Adam and the rest of the Commission agree that the vision statement should be withheld from the letter for the time being.

Commissioners provided additional suggestions for the proposed letter and commented that it would be again, timely in introducing Ms. Orton to the community. Vice-Chairman Adam also suggested adding the Historic District Commission website link to the letter and updating the Commissioner's photo. Commissioners reiterated that the focus of the letter should be introductions, the purpose of the Commission, how to contact the Commission and staff. Ms. Orton informed the Commission she would redraft the letter and send to the Commissioners before sending to the historic property owners.

Vice-Chairman Adam commented on coordinating with the Pinal County Assessor's office in researching how and if property owners receive historic property notifications and how to possibly get involved with the tax incentive programs.

Ms. Orton began discussion on the Historic District Commission's powers and duties from the Town Code. Ms. Orton explained how staff would review design review applications according to the development code. She reiterated future staff Design Review reports would answer the questions directly from the land development code and what is and is not permitted in a historical design review.

Ms. Orton asked if the Commission had any additional ideas or concerns. Vice-Chairman Adam stated she would like to see early communication with potential historic property owners and having continued work sessions. She commented that it is best to communicate with potential buyers to let them know what is needed up front. Further, Town departments should advise customers about what requirements are needed from all departments. Commissioner Reid also explained there could be a joint work session with realtors involving preservation topics as informational sessions on the home tour or during preservation week. The Commissioners made it clear to promote the Town Historic District and properties through other informational outlets to make more information available to the Florence residents and businesses.

CALL TO THE PUBLIC/COMMISSION RESPONSE

Call to the Public for Comment is limited to issues within the jurisdiction of the Town of Florence Historic District Advisory Commission. Individual Commission members may respond to criticism made by those commenting, may ask staff liaison to review a matter raised, or may ask that a matter be put on a future agenda.

Ruth Harrison made comments on the brightness of lights in the post office parking lot. She stated the LED lighting was very bright and almost blinding. She wanted to know if the brightness could be toned down to a moderate level. She also referenced the brightness of lights in other cities and the effects they were having in those areas. She believes it takes away from the historic feel of an area and if the commission could investigate.

CALL TO THE COMMISSION-CURRENT EVENTS ONLY

Commissioner Reid commented if Parks and Recreation could be coordinated with in changing the picture of historic buildings on the banners along Main Street because the pictures are reflecting buildings that are not if Florence. Commissioner Reid asked if the banners could show actual Florence structures instead of other places.

Vice-Chairman Adam made a statement in appreciation of Mr. Randolph and Mr. White in creating the Historic Property Mapping Tool Website.

Commissioner Smith praised the Town for removing the overhead electrical lines along Main Street. She commented that an old electrical post remains near a driveway and hopes if it can be removed. She additionally commented that a stump that is behind the drug store should also be removed.

> HDAC Regular Meeting Minutes March 29, 2017

ADJOURNMENT

On motion of Chairman Wheeler, seconded by Vice-Chairman Adam, Chairman Wheeler adjourned the meeting at 7:30 pm.

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TOWN OF FLORENCE AREZONA NUMBER	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 9a.		
MEETING DATE: Se	eptember 18, 2017	Action		
DEPARTMENT: Administration				
STAFF PRESENTER: Jess Knudson, Assistant Town Manager				
SUBJECT: Contract with TischlerBise Inc. for Development Impact Fee Study and Infrastructure Improvement Plan				
STRATEGIC PLAN RE	FERENCE:			
⊠ Community Vitality ⊠ Economic Prosperity □ Leadership and Governance				
☐ Partnership and Relationships ⊠ Transportation and Infrastructure				
Statutory None				

RECOMMENDED MOTION/ACTION:

Authorization to enter into a contract with TischlerBise Inc., for the completion of a Development Impact Fee Study and an Infrastructure Improvement Plan.

BACKGROUND/DISCUSSION:

The last Development Impact Fee (DIF) Study and Infrastructure Improvement Plan (IIP) were last updated in 2013. Arizona State Revised Statutes (ASRS) require cities and towns to update these documents every five years. To comply with ASRS, the Town must complete these studies by June 30, 2018.

If this contract is approved by the Florence Town Council, then TischlerBise Inc., will conduct a DIF and IIP based on expectations of future growth and projects the Town will realize in the next five years.

In summary, TischlerBise Inc., will determine the cost of development-related improvements and allocate those costs equitably to various types of development. The construction of the fees will determine the costs of future development in the Town of Florence.

The final recommendations must incorporate feedback from Town Council, residents and Town staff. The Town Council will have input on the studies and will have the authority to adopt the proposed studies and recommended fees, upon completion. The Town distributed a Request for Proposals (RFP) to solicit the best qualified consultant to complete this study. Four proposals were received. Proposals were evaluated and scored by the team of Town staff. The costs of conducting the study, based on the proposals received by the Town, ranged from \$85,000 to \$118,250. The cost for the Town to enter this agreement and authorize TischlerBise Inc., to complete the DIF study and IIP is an amount not to exceed \$99,640.

A VOTE OF NO WOULD MEAN:

The Town does not enter into this agreement.

A VOTE OF YES WOULD MEAN:

The Town does enter into this agreement.

FINANCIAL IMPACT:

The cost to enter this agreement with TischlerBise Inc., is \$99,640.

ATTACHMENTS:

Agreement with attachments (Town of Florence Request for Proposals and TischlerBise Inc. Proposal).

TOWN OF FLORENCE PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT ("Contract"), is made and entered into as of September 18, 2017 ("Effective Date"), and is by and between the Town of Florence, a municipal corporation of the State of Arizona ("**Town**"), and TischlerBise, Inc. ("**Contractor**"). The Town and the Contractor may be referred to in the Contract collectively as the "parties" and each individually as a "party".

RECITALS

WHEREAS, the Town desires to contract for consulting services to update the Town's Infrastructure Improvement Plan and Development Fee Study as specified in **Exhibit "A"** ("Scope of Work" or "Services");

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

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

WHEREAS, Town intends and Contractor agrees that this Contract is entered into by the parties as an agreement resulting from the Town's solicitation for services and subject to the Proposal Documents ("RFP") issued by the Town and all terms and conditions contained in the RFP are incorporated by reference into this Contract.

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

AGREEMENTS

1.0 DESCRIPTION, ACCEPTANCE, DOCUMENTATION

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

1.1 <u>Services Description</u>. The Contractor shall provide the requested Services as set forth in **Exhibit "A"** (the "Services"). All work shall be reviewed and approved by the Town's Contract Administrator to determine acceptable completion. Review and approval by the Contract Administrator shall not relieve Contractor of any liability for improper, negligent or inadequate Services rendered pursuant to this Contract. The scope of Services to be performed is outlined in the Town's solicitation and in the submitted proposal by Contractor. The Town's solicitation is attached as part of **Exhibit "A"**. The Contractor's proposal is attached as **Exhibit** "**B**". Unless otherwise noted herein, in case of a conflict between the terms of the Contract and the terms of any other document related to the Services, the terms of this Contract shall prevail. Agreement to the terms set forth herein is a material and necessary precondition and inducement to the Town for entering into the Contract with Contractor.

In the event the Services cannot be completed within the time specified, the Contract Administrator may approve a change order extending the time for completion of the Services when she/he determines it is in the best interest of the Town to do so, for such period as the Contract Administrator deems reasonable. A change order extending the time for completion of the Services pursuant to this subparagraph shall not entitle Contractor to additional compensation.

1.2 <u>Acceptance and Documentation</u>.

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

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

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

2.0 FEES, EXPENSES AND PAYMENTS

2.1 <u>Fees</u>. Contractor shall submit to Town a monthly invoice describing the Services performed. Contractor will be paid within 30 days of the receipt of an itemized invoice. Monthly payment may be made to Contractor on the basis of a progress report prepared and submitted by Contractor for the Services completed through the last day of the proceeding calendar month and for the production of the deliverables as described in **Exhibit "A"**. The Contract Administrator reserves the exclusive right to determine the amount of work performed and payment due the Contract Administrator may require for his/her determination of work performed and payment due. Contract pricing shall be consistent with the RFP, Contractor's Proposal Amount, **Exhibit "A"** and shall not exceed a total of **\$ 99,640.00**.

2.2 <u>Expenses</u>. All expenses incurred by the Contractor under this Contract are to be covered under the total contract compensation amount.

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

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

3.0 SCHEDULE AND TERMINATION

3.1 <u>Project Schedule</u>. The Contractor shall perform the Scope of Work in accordance with the schedule attached as **Exhibit "A**".

3.2 <u>Termination</u>.

3.2.1 <u>Termination for Cause</u>: Town may terminate this Contract with seven (7) days' prior written notice for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any industry standards and customary practices terms and conditions of this Contract. Unsatisfactory performance as judged by industry standards and

customary practices, and failure to provide Town, upon request, with adequate assurances of future performance shall all be causes allowing Town to terminate this Contract for cause. In the event of termination for cause, Town shall not be liable to Contractor for any amount, and Contractor shall be liable to Town for any and all damages sustained by reason of the default which gave rise to the termination.

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

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

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

3.4 <u>Term</u>. The term of this Contract shall be from the Effective Date through satisfactory completion of the Services and acceptance of the Services by the Town. Time is of the essence to the terms of this Contract.

4.0 GENERAL TERMS

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

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

4.3 <u>Modifications</u>. Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

4.4 <u>Assignment</u>. Services covered by this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the Contract Administrator. The Town acknowledges the sub-consultant(s) listed in **Exhibit** "**A**" and consents to the use of such, if any.

4.5 <u>Successors and Assigns</u>. This Contract shall extend to and be binding upon Contractor, its successors and assigns, including any individual, company, partnership or other entity with or into which Contractor shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Contractor shall sell its assets. 4.6 <u>Contract Administrator</u>. The Contract Administrator for the Town shall be the Town Manager or designee. The Contract Administrator shall oversee the execution of this Contract, assist the Contractor in accessing the organization, audit billings, and approve payments. The Contractor shall channel reports and special requests through the Contract Administrator.

4.7 <u>Records and Audit Rights</u>.

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

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

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

4.8 <u>Attorneys' Fees</u>. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

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

4.10 Independent Contractor.

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

4.10.2 Town shall not withhold income tax as a deduction from contractual payments. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

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

4.12 Compliance with Federal and State Laws.

4.12.1 The Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

4.12.2 Under the provisions of A. R. S. § 41-4401, Contractor hereby warrants to the Town that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A. R. S. § 23-214 (A) (hereinafter "Contractor Immigration Warranty").

4.12.3 A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the Town.

4.12.4 The Town retains the legal right to inspect the papers of any Contractor or subcontractor's employee who works on this Contract to ensure that the Contractor or subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the Town in regard to any such inspections.

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

4.12.6 Neither the Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by section 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A. R. S. § 23-214, Subsection A.

4.12.7 The provisions of this section must be included in any Contract the Contractor enters into with any and all of its subcontractors who provide Services under this Contract or any subcontract. Services are defined as furnishing labor, time or effort in the State of Arizona by a Contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

4.12.8 The provisions of this Section 4.12 must be included in any contract the Contractor enters into with any and all of its subcontractors who provide Services under this Contract or any subcontract.

4.13 <u>Notices</u>. All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of Contractor:	TischlerBise, Inc. L. Carson Bise, AICP, President 4701 Sangamore Rd, Suite 240 Bethesda, MD 20816
In the case of Town:	Town of Florence

775 N, Main Street PO Box 2670 Florence, AZ 85132 Attn: Town Manager

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

4.14 <u>Force Majeure</u>. Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.

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

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

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

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

4.19 <u>Subcontractors</u>. During the performance of the Contract, the Contractor may engage such additional subcontractors as may be required for the timely completion of this Contract. The addition of any subcontractors shall be subject to the prior approval of the Town.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Contractor. The Town acknowledges the sub-consultant(s) listed in **Exhibit "A"** (if any) and consents to the use of that sub-consultant.

4.20 Indemnification.

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

4.20.2 Insurance provisions set forth in this Contract are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this Contract shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

4.21 Changes in the Services.

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

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

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

4.22 <u>Incorporation of Recitals</u>. The Recitals are acknowledged by the parties to be substantially true and correct, and hereby incorporated as agreements of the parties.

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

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

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

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

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

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

4.25 <u>Estimates and Projections</u>. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, the Contractor has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule.

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

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

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

4.29 <u>Construction</u>. The terms and provisions of this Contract represent the results of negotiations between the parties, each of which has been or has had the opportunity to be represented by counsel of its own choosing, and neither of which has acted under any duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of

this Contract shall be interpreted and construed in accordance with their usual and customary meanings, and the parties each hereby waive the application of any rule of law which would otherwise be applicable in connection with the interpretation and construction of this Contract that ambiguous or conflicting terms or provisions contained in this Agreement shall be interpreted or construed against the party whose attorney prepared the executed agreement or any earlier draft of the same.

4.30 <u>Incorporation by Reference</u>. All exhibits to this Contract are fully incorporated herein as though set forth at length herein.

4.31 <u>Survival</u>. All warranties, representations and indemnification by Contractor shall survive the completion or termination of this Contract.

5.0 INSURANCE

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

5.2 <u>No Representation of Coverage Adequacy</u>. By requiring insurance herein, Town of Florence does not represent that coverage and limits will be adequate to protect Contractor. Town of Florence reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or

deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

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

5.4 <u>Policy Deductibles and or Self Insured Retentions</u>. The policies set forth in these requirements may provide coverage which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to Town of Florence. Contractor shall be solely responsible for any such deductible or self-insured retention amount. Town of Florence, at its option, may require Contractor to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

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

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

5.7 <u>Required Coverage</u>.

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

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

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

5.7.4 <u>Errors & Omissions Liability.</u> Coverage Amount: \$1,000,000 per occurrence/aggregate.

6.0 SEVERABILITY AND AUTHORITY

TOWN OF FLORENCE

6.1 <u>Severability</u>. If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

6.2 <u>Authority</u>. Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

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

By: Tara Walter, Mayor	By: Name: Its:
ATTEST:	
Lisa Garcia, Town Clerk	
By: Contractor	By: Name: Its:
Approved as Form:	

Clifford L. Mattice, Florence Town Attorney

Exhibit "A" Scope of Work/Services

Town of Florence

REQUEST FOR PROPOSALS

FOR PROFESSIONAL SERVICES

Infrastructure Improvement Plan and Development Impact Fee Study



Town of Florence 775 N. Main Street, Box 2670 Florence, Arizona 85132 (520) 868-7541 jess.knudson@florenceaz.gov Jess Knudson, Assistant Town Manager

Public Notice Town of Florence

INVITATIONS FOR PROFESSIONAL SERVICES

Request for Proposals

The Town of Florence hereby solicits proposals from qualified consultants to develop an Infrastructure Improvement Plan (IIP) and Development Impact Fee (DIF) studies in accordance with all applicable state and local laws and regulations. The qualified professional must be licensed in the State of Arizona, and must be a professional engineer, surveyor, financial analyst or planner providing services within the scope of the person's license, education or experience.

The Town of Florence must receive proposals no later than 2:00 P.M, local time, Thursday, August 3, 2017. All proposals should be identified as "Florence IIP and DIF Studies."

To secure a complete copy of the Request for Proposals (RFP) package, please visit www.florenceaz.gov/rfp. Mail completed proposals to the Town Clerk, at Florence Town Hall, P.O. Box 2670, Florence, Arizona 85132 or hand deliver to the Town of Florence. Faxed proposals are not accepted. Failure of the proposer to complete all of the proposal requirements may result in rejection of the proposal.

All questions and comments pertaining to this RFP are addressed to Jess Knudson, Assistant Town Manager, at (520) 868-7541 or jess.knudson@florenceaz.gov.

The Town of Florence is an Affirmative Action and Equal Opportunity Employer. Persons with disabilities may request a reasonable accommodation, by contacting the 504/ADA Coordinator for the Town of Florence at (520)868-7574. Please make all requests as early as possible to allow time to arrange the accommodation.

Request for Proposals Infrastructure Improvement Plan and Development Impact Fee Study

Background

The Town of Florence was founded in 1866 and is the sixth-oldest non-Native American settlement in the state of Arizona. Florence is the county seat of Pinal County and is located 45 minutes away from the Phoenix and Tucson metropolitan areas. Florence is a major employer with approximately 75% of its work force commuting into the area on a daily basis.

Project Description – Infrastructure Improvement Plan (IIP)

- Evaluate current IIP adopted within the Capital Improvement Plan and bring it into compliance with all applicable laws and regulations.
- Evaluate and establish necessary public service and facility expansion.
- Provide land use assumptions.
- Establish the Designated Service Areas within the Town limits.
- Provide Service Units for a necessary public service.
- Develop IIP and set for the procedures and component values for future updates of the IIP.

The IIP is used to estimate capital improvements and expenditures. The General Plan, adopted in 2008, is used as a guide for development elements and planning.

All questions and comments pertaining to this RFP are addressed to Jess Knudson, Assistant Town Manager, at (520) 868-7541 or jess.knudson@florenceaz.gov.

Project Description – Development Impact Fee Study (DIF)

- Research and analysis existing and future conditions.
- Recommend adjustments to current Development Impact Fees to comply with all applicable laws and regulations.
- Develop Development Impact Fees in compliance with State Statutes.
- Evaluate current development impact fees and recommend changes to impact fees, based upon the IIP.
- A comparison of the Town's development impact fees with development impact fees of other jurisdictions.
- Set guidelines within the Development Impact Fee document for the administration of collection and distribution of development impact fees based compliant with State Statute.
- Project Management and Coordination
- Solicit and incorporate public participation
- Project Implementation

Project Schedule

The completion of the studies is expected to be six months, from the date of the executed contract. The proposal must include timeline with milestones.

Staff Participation

The Town envisions that the Consultant will be responsible for the majority of the tasks during the planning process. Key tasks that the Town staff will be responsible for include:

- Provide all related and existing plans, records, documents, and studies.
- Review all draft reports prior to their reproduction and distribution.
- Schedule appropriate locations for public involvement events.
- Providing interim briefings to Town Council and Town Staff.
- Additional team involvement as mutually agreed upon.

Evaluation:

Each Proposal will be evaluated on the following criteria

Proposal Conforms to Format	5%
Key Issues Discussion	15%
Project Manager/Team Member Capabilities	15%
Budget	15%
Scope of Work	35%
Discretionary	15%

Interview

After proposals are collected by the Town, the Town will determine if interviews will be conducted. The Town will determine the time and order of interviews.

REQUIREMENTS FOR PROPOSERS

These terms will be the general contract conditions for any contract entered into as a result of the RFP and are incorporated therein and shall be fully binding upon the Proposer.

1.1 <u>Proposal Opening Date and Location:</u> Proposals will be received at the Town of Florence Clerk's Office, Town Hall, 775 North Main Street, Florence, Arizona 85132 until 2:00 p.m. (local Arizona time) Thursday, August 3, 2017. Late Proposals are not accepted or considered by the Town.

1.2 Proposal <u>Documents Available</u>: The Proposal Documents consist of: (1) Requirements for Proposers; (2) Proposer's Proposal (form); (3) Compliance Certification(s) (form) (4) Offer Sheet (form) and (5) Demonstrating lawful Presence (form). The Proposal Documents are available for downloading from www.florenceaz.gov/rfp.

1.3 <u>Incorporation of Proposal Documents:</u> All of the Proposal Documents apply to and become a part of the terms and conditions of the Proposer's offer/proposal. The resultant contract between the Town and the Proposer shall include the: (1) RFP, including instructions, all terms and conditions, specifications, scope of work, attachments, any amendments thereto, any contract documents, and the Proposal Documents; and (2) the offer submitted by the
Proposer in response to the RFP only to the extent it is consistent with the RFP terms and contract documents. All previous contracts between the Proposer and the Town are not applicable to this contract or other resultant contracts. Any award to a Proposer will be subject to a selected Proposer entering a services contract acceptable to the Town of Florence.

1.4 <u>Proposer's Proposal Form</u>: Proposals must be submitted only on the Proposer's Proposal form. All Proposals must be submitted in an envelope clearly marked "Florence IIP and DIF Studies." Mail completed proposals to the Town Clerk, at Florence Town Hall, P.O. Box 2670, Florence, Arizona 85132 or hand deliver to the Town of Florence. Faxed proposals are not accepted.

1.5 <u>Florence's Right to Reject Proposals</u>: Notwithstanding any other provision of this RFP, the Town expressly reserves the right to reject any or all Proposals, or portions thereof; and/or waive any defect or informality in a Proposal; and/or reissue an RFP; and/or exercise any other rights available to the Town under the terms of the RFP, the Town Code, law, or equity; and/or to withhold the award of the RFP for any reason the Town determines.

1.6 <u>Execution of Contract</u>: A sample contract from the proposing firm is required in Word format. No contract or agreement, expressed or implied, shall exist or be binding on the Town before the execution of a written contract by both parties. If agreement on the terms of a resultant contract cannot be reached after a period deemed reasonable by the Town in its sole discretion, the Town may negotiate and enter a contract with any other Proposer who submitted a timely, responsive and responsible proposal to this RFP.

1.7 <u>Additional Investigation</u>: The Town reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Proposer submitting an offer.

1.8 <u>Prior Experience</u>: Experiences with the Town and entities that the evaluation committee members represent may be taken into consideration when evaluating qualifications and experience.

1.9 <u>Cost of Proposal:</u> The Town shall not reimburse the cost of developing or providing any response to this RFP and development and provision of any offer shall be at the respective Proposer's sole cost. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. All legal advertising, notifications and reproductions are the responsibility of the firm.

1.10 <u>Late Proposals:</u> Late submittals and/or unsigned proposals will not be considered under any circumstances. Envelopes containing Proposals with insufficient postage will not be accepted by Florence. It is the sole responsibility of the Proposer to see that his/her proposal is delivered and received by the proper time and at the proper place.

1.11 <u>Proposal Amendment or Withdrawal:</u> A proposal may be withdrawn any time before the Proposal due date and time. A proposal may not be amended or withdrawn after the proposal due date and time except as otherwise provided by applicable law.

1.12 <u>Public Record:</u> All proposals submitted in response to this solicitation and all evaluation related records shall become property of Florence and shall become a matter of public record for review, subsequent to proposal award. Request for nondisclosure of data such as trade secrets and other proprietary data, must be made known in writing to Florence in proposals submitted, and the information sought to be protected clearly marked as proprietary. Florence will not insure confidentiality of any portions of the proposal that are submitted in the event that a public record request is made. The Town will provide 48 hours' notice before releasing materials identified by the proposal as confidential or proprietary in order for the Proposer to apply for a court order blocking the release of the information.

1.13 <u>Persons with Disabilities:</u> Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Clerk's Office. Requests shall be made as early as possible to allow time to arrange the accommodation.

1.14 <u>Proposal Acceptance Period</u>: All proposals shall remain open for 90 days after the day of the opening of proposals, but the Town may, at its sole discretion, release any proposal and return the proposal security (as applicable) prior to that date. No Proposer may withdraw his proposal during this period without written permission from the Town. Should any Proposer refuse to enter into a contract, under the terms and conditions of the procurement, the Town may retain the security (as applicable), not as a penalty, but as liquidated damages.

1.15 <u>Addendum</u>: This Request for Proposals may only be modified by a written Addendum. Potential Proposers are responsible for obtaining all addenda.

1.16 <u>General Evaluation Standards:</u> The Town of Florence is seeking proposals from qualified firms who have experience in conducting Development Impact Fee Studies and Infrastructure Improvement Plans. The Town will be the sole judge of whether the proposals offered are acceptable.

- 1.16.1 <u>Deviations.</u> Any deviations from General Evaluation Standards contained within may render the proposal non-responsive.
- 1.16.2 <u>Disqualification</u>. A Proposer (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may have its proposal rejected. The Proposer will be required to submit documentation demonstrating lawful presence in the United States pursuant to A.R.S. §§ 1-501 and 1-502 by completing the *Demonstrating Lawful Presence* form provided by the Town.
- 1.16.3 <u>Waiver and Rejection Rights.</u> The Town reserves the right to reject any or all proposals or to cancel the solicitation altogether, to waive any informality or irregularity in any proposal received, and to be the sole judge of the merits of the respective proposals received.

1.17 Proposal Preparation:

1.17.1 <u>Format.</u> Proposers shall submit their proposal with an original and five copies. Submittals are limited to 20 - 8.5" x 11" pages of one-sided text or graphics. The appendix does not count toward the overall page limit of the proposal. Offeror shall also submit one electronic version of their proposal on a flash drive, using Microsoft Word or Adobe PDF file formats.

1.17.2 <u>No Facsimile or Electronic Mail Proposals</u>. Proposals may not be submitted in facsimile or electronically. All facsimile or electronic mail proposals shall be rejected.

1.17.3 <u>Typed or Ink Corrections.</u> The proposal shall be typed or in ink. Erasures, interlineations or other modifications in the proposal shall be initialed in ink by the person signing the proposal.

1.17.4 <u>No Modifications.</u> Modifications shall not be permitted after proposals have been opened except as otherwise provided under applicable law.

1.17.5 <u>Content.</u> The proposal shall contain all of the following information:

Proposal Amount. The proposal amount for both studies shall be listed in the Proposal Section. Provide a table format of tasks and organization of labor hours for each project team member. Identify the hourly rate of each team member and their subtotal hours for the entire project. A subtotal of all labor expended per task shall also be provided. Please also include a summary breakdown for all anticipated reimbursable expenses.

Brief description of the Proposer/Experience/Qualifications. List the individuals who are selected for this project. The project manager and key task managers must be identified. Briefly describe the directly related project experience of the project manager and team members. Include information that describes the role of the team member, related project experience (i.e. year project was prepared, budget and project duration). Provide a complete resume in the appendix of the proposal.

Tax ID Number. Proposer shall provide its Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided in the Proposal Section. A Town of Florence Sales Tax Number, if applicable, must also be supplied.

1.17.6 <u>Solicitation Addendum Acknowledgement.</u> Each Solicitation Addendum shall be acknowledged in the proposal Section, which shall be submitted together with the proposal by the proposal deadline. Failure to note a Solicitation Addendum may result in rejection of the proposal.

1.17.7 <u>Evidence of Intent to be Bound</u>. The proposal form submitted shall include a signature by a person authorized to sign the proposal. The offer sheet

shall be submitted. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the proposal.

1.17.8 <u>Non-Collusion and Non-Discrimination</u>. By signing and submitting the Proposal, the Proposer certifies that:

- A. The Proposer did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its proposal; and
- B. The Proposer does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, age, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

1.18 Inquiries:

- 1.18.1 <u>Duty to Examine.</u> It is the responsibility of each Proposer to examine the entire Solicitation, seek clarification (inquiries), and examine its proposal for accuracy before submitting the proposal. Lack of care in preparing a proposal shall not be grounds for modifying or withdrawing the proposal after the proposal due date and time, nor shall it give rise to any contract claim.
- 1.18.2 <u>Contact Person.</u> Any inquiry related to a solicitation, including any requests for or inquiries regarding standards referenced in the solicitation should be directed solely to the contact person listed within this Solicitation. The Proposer shall not contact or direct inquiries concerning this solicitation to any other Florence employee unless the solicitation specifically identifies a person other than the Contact Person as a contact.
- 1.18.3 <u>Submission of Inquiries.</u> All inquiries shall be submitted in writing and shall refer to the appropriate solicitation number, page and paragraph. Do not place the solicitation number on the outside of the envelope containing the inquiry, since it may then be identified as a proposal and not be opened until after the proposal due date and time. The Town shall consider the relevancy of the inquiry but is not required to respond in writing.
- 1.18.4 <u>Timeliness.</u> Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least 5 days before the proposal due date and time for review and determination by Florence. Failure to do so may result in the inquiry not being considered for a Solicitation Addendum.

1.18.5 <u>No Right to Rely on Verbal Responses.</u> A Proposer shall not rely on the Town verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.

II. <u>SPECIAL CONDITIONS.</u>

2.1 <u>Insurance.</u> The firm or prime consultant shall indicate that they maintain commercial general, vehicle, and workers compensation insurance liability coverage as outlined in the "Town of Florence Insurance Requirements for Contractors". Insurance coverage shall be identified in the cover letter.

2.2 Indemnification: The Proposer shall at all times indemnify, keep indemnified, defend and save harmless Town and any of is mayor, councilmembers, officials, representatives, volunteers and employees from any and all claims, demands, suits, actions, proceeding, loss, cost and/or damages of every kind and description including any attorney's fees and/or litigation expenses which may be brought or made against or incurred by Town on account of loss of or damage to any person or for injuries to or death of any person caused by, arising out of, or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake, or negligence of the Proposer, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connection with or incidental to the performance of this contract or arising out of Worker's compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of the Proposer or its subcontractors or claims under similar laws or obligations. The Proposer's obligations under this paragraph shall not extend to any liability caused by the sole negligence of Town or its employees.

In the event that any action or proceeding shall at any time be brought against Town by reason of any claim referred to in this Section, the Proposer, at Proposer's sole cost and upon at least 10 day's written notice from Town shall defend the same with counsel acceptable to Town, in Town's sole discretion. The Proposer's obligations under the Section shall survive the expiration or termination of this contract. Insurance provisions set forth in this contract are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope of the magnitude of this Indemnification, nor shall this Indemnification be construed in any way to limit the scope, magnitude or applicability of the insurance provisions.

III. <u>PROPOSER'S PROPOSAL</u>

3.1 <u>Proposer's Proposal:</u> For the proposal deadline is August 3, 2017.

3.2 <u>Conditions Accepted:</u> The undersigned Proposer declares that before preparing this proposal, he or she has read the Proposal Documents (RFP) carefully, and that this proposal is made with full knowledge of the RFP requirements. By signing this proposal, proposer agrees to all conditions contained in the Proposal Documents.

3.3 <u>Proposal Amount:</u> For the terms set forth in Paragraph 3.2 above: Proposers offers to provide the services for a total in the amount of:

(Enter Proposal price in writing) _____("Proposal Amount")

3.4 <u>Acceptance:</u> Proposer proposes and agrees that if this proposal is accepted, he or she will enter into a contract with Florence within thirty days after Florence's acceptance of this proposal at the listed Proposal Amount.

3.5 <u>Affidavit</u>: The following affidavit is submitted by the Proposer as part of this Proposal:

The undersigned deponent, of lawful age, being duly sworn upon his oath, deposes and says:

- 1. That he/she has lawful authority to execute the within and foregoing Proposer's proposal.
- 2. That the Proposer has not directly or indirectly entered into any agreement, express or implied, with any Proposer or Proposers, having for its object the controlling of the price or amount of such proposal or proposals, the parceling out to any Proposer or any other person of any part of the subject matter of the proposal or proposals or the profits thereof, and that he/she had not and will not divulge the sealed proposal to any other person whatsoever, except those having a partnership or financial interest with him and said Proposer, until after the sealed proposal or proposals are open.
- 3. That Proposer has received any Addenda issued.

Name

Title

STATE OF ARIZONA) SS County of Pinal

SUBSCRIBED AND SWORN TO before me this _____ day of _____,

20____, by______.

Notary

My Commission Expires: _____

Preliminary Scope of Work

Infrastructure Improvement Plan and Development Impact Fee Study

PROJECT ORGANIZATION AND MANAGEMENT

Project Understanding

Although creativity is encouraged, your proposal must satisfy the Preliminary Scope of Work outlined herein. Failure to comply may diminish the scoring of your proposal. Your proposals should clearly indicate a full understanding of financial and planning tools for municipalities, included, but not limited to capital improvement plans and general plans. Knowledge of all legal requirements for municipalities, as related to this project, is also required. All deviations from the Preliminary Scope of Work shall be summarized in the proposals.

The scope of work presented here is for a comprehensive Infrastructure Improvement Plan and Development Impact Fee Study. Its purpose is to provide the basic steps, which will be followed in the review of existing elements of infrastructure improvement in development areas, development impact fees, new elements of development impact fees, and increase or decrease of development impact fees for the Town of Florence.

The Town of Florence requires the Consultant to provide the project management from onset to closing of the project, plan, develop, attend and manage the public participation portion, provide schedules for all phases of the project, present findings to the Town Council and provide the staff with a procedure to update and expand this plan on an annual basis. It is required to comply with any Arizona State statutory requirements necessary for development, presentation and implementation of an IIP and DIF.

Related studies and documents, including the Town's existing fee schedule and previous studies are located at www.florenceaz.gov/finance.

CONSULTANT RESPONSIBILITIES

The products identified below comprise the minimum deliverables for the studies:

- 1. All necessary activities as described in A.R.S. 9-463.05.
- 2. Review existing impact fees and categories to ensure they comply with all State of Arizona statutory regulations.
- 3. Analyze the growth in the local population and housing, household size associated with the north area and the south area of the Town of Florence and current impact fees. This analysis is conducted for all of the elements being studied. This includes forecasting the impacts of development on the supply and demand of infrastructure and services.

- a. If none of the existing projections are deemed reasonable, the consultant develops new projections based on past performance and expected trends in development.
- b. Reasonable projections are used to estimate growth related to residential, employment generating activities and commercial activity in the town.
- 4. Review and analyze existing DIF study, IIP, General Plan, development agreements, CIP, available engineering studies and other materials that affect recovery of total impact fees and other reports projecting future municipal costs.
 - a. Verify data sources through interview with Town staff in each applicable service. Where data sources are not available or existing data is determined to be inadequate, consultant will solicit staff recommendations on potential options for improving the data.
 - b. Inventory all existing, planned and proposed municipal projects related to the elements being studied. The inventory includes cost estimates and customers served.
 - c. Examine the feasibility of development impact fee zones where the cost of service differs substantially in areas within the Town.
- 5. Develop impact fee formulas for each element.
 - a. Recognize the credits and offsets against the fee for the contributions made or to be made in the future in case or by taxes, fees or assessments by property owners toward the capital costs of the necessary public services covered by the fees.
 - b. Present the proposed methodology to the general public at a public meeting.
- 6. Develop levels of service standards for each of the development impact fee elements and project future costs. Compare the actual level of service to these standards.
 - a. Present info to Town staff at a face-to-face meeting.
 - b. Present at a public meeting.
- 7. Calculate the appropriate DIF for each category. The fee incorporates all necessary credits and outside funding sources that would likely be realized.
 - a. Develop fees based by type of use, including residential, commercial, industrial, institutional and any other as recommended by consultant or for which a need exists.
 - b. Determine categories of fees for a specific use.
- 8. Create a model for establishing credits and net development impact fees in addition to a mechanism for staff to apply such activities.
 - a. Identify expected funding sources for future capital projects, and use this information to calculate any credits, which should be applied against allocable costs, by land use.
 - b. Work with Town staff to evaluate the application of other development design elements that meet livability and sustainability goals and objectives of the General Plan and the appropriateness of these elements creating development impact fee credits for the development.

- 9. Estimate revenue generated from each element of the development impact fee over a tenyear timeframe and estimate the off-set revenues or method of calculation of off-set revenue that would credit the impact fee based upon the collection of an additional 2% on private construction.
- 10. Prepare and submit all documents necessary to be in compliance with Arizona State Statutes such as ordinance, resolution, and public notice.
- 11. Engage citizens and Town Council early in the process and gather information on priorities and desires.
 - a. Identify multiple opportunities for the consultant to solicit feedback.
 - b. All public participation events are summarized in a standard summary format previously approved by the Town.
 - c. Present the materials to the Town Council for final adoption.
 - i. All materials are the responsibility of the Consultant.
- 12. Finalize the Work Program and develop a meeting schedule to work with the Town staff.
 - a. A minimum amount of meetings is identified within this RFP. More may be required. Attendance by Consultant is required.

MEETINGS REQUIRED

Staff Meetings (4)

- First Meeting: Collect pertinent documents and gain insight into budgeting and growth issues for specific Town departments.
- Second Meeting:
 - Review and evaluate cost estimates being used for the development impact fees (CIP and operations)
 - Finalize Development Impact Fee methodology
- Third Meeting: Review results of growth projections and recommend criteria to be used in proceeding with the completion of the project.
- Fourth Meeting: Discuss with staff the proposed development impact fees and receive input to be incorporated into the public presentation.

Public Meetings (3)

- First Meeting: Provide an overview of the study process and discuss the development impact fee study. Result of the second staff meeting relative to data and methodology is presented and to receive input from the development community.
- Second Meeting: Provide results of the growth projections and discuss selected options, and the impact they would have on development impact fees imposed and the Town's overall budget. Consensus is reached on methodology used to calculate development impact fees.
- Third Meeting: Held to present the proposed development impact fees and receive feedback.

Council Meetings (3)

- First Meeting: Consultant updates Town Council on the progress of the project.
- Second Meeting: Consultant presents recommendation at the public hearing. State statutes require a public hearing after the final report is released to the public.
- Third Meeting: Consultant to present final results and answer any questions relating to the adoption of the development impact fees.

Products Delivered by Consultant:

- Two copies of any draft report presented at a public meeting must be submitted to the Town Project Manager at least 7 days prior to the public meeting.
- 12 copies of any draft report presented at a Town staff meeting must be submitted to the Town Project Manager at least 3 days prior to meeting.
- 20 copies of any report presented to the Town Council must be submitted to the Town Project Manager at least 20 days prior to the Town Council meeting.
- Final and draft reports are transmitted on a flash drive mailed to the Town Project Manager prior to meeting date.

DEVIATION/COMPLIANCE CERTIFICATION

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

In the absence of any deviation entry on this form, the Bidder agrees, certifies, and warrants the Town of their full compliance with the Requirements for Proposers, Special Conditions, or any other Contract Document, and all other information contained in this solicitation.

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

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

Printed Name:

Signature:

Date:

THIS PAGE MUST BE RETURNED WITH THE OFFER/PROPOSAL

OFFER SHEET

MANDATORY – RETURN THIS PAGE WITH YOUR RESPONSE. UNSIGNED OFFERS WILL BE CONSIDERED NON-RESPONSIVE AND REJECTED.

To the Town of Florence: By signing below, Offeror certifies that he/she has read, understands, and will faithfully execute the terms and conditions stated herein. The signer also certifies that he/she is an officer or duly authorized agent of the Offeror's firm with full power and authority to submit binding offers for the goods or services as specified. Offeror certifies that the prices offered were independently developed without consultation with any of the other offerors or potential offerors.

Authorized Signature (required)	Company Name
Printed Name	Address
Title	City, State, Zip
Arizona Transaction (Sales) Privilege Tax License Number	Telephone Number
Federal Employer Identification Number	Fax Number
(If different from above)	-
Contact Name	Company E-mail Address
E-mailAddress	
Felephone Number	

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

Bids, Proposals or Qualifications

Arizona Revised Statues 1-501 and 1-502 apply to applicants of "federal public benefits" and "state and local public benefits". Grants, contracts and loans are considered public benefits and state law requires each person who applies for such benefits to submit at least one of the following documents demonstrating "lawful presence" in the United States. The Principal of each group, consultant, or organization will complete this form.

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

Check the box next to the document indicating lawful presence.

**Attach copy of document to this sheet.

Signature of Applicant

Date

Signature of Municipal Employee Effective Date: November 1, 2009

Date

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

As defined by A.R.S. §35-393.01:

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

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

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

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

Zip

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

Company Name

Address

Signature of Person Authorized to Sign

Printed Name

City

State

Title

Exhibit "B" Contractor's Proposal



Proposal for Infrastructure Improvement Plan and Development Fee Study

Town of Florence, Arizona

August 3, 2017

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Section 1: Cover Letter

August 3, 2017

Mr. Jess Knudsen, Assistant Town Manager Town of Florence 775 N. Main Street Florence, AZ 85132

RE: Proposal for Infrastructure Improvement Plan and Development Fee Study

Mr. Knudsen,

TischlerBise is pleased to submit the enclosed proposal to provide an update to the Town's Infrastructure Improvement Plan (IIP) and Development Fee Study. We feel that TischlerBise is ideally suited to undertake this project based on our extensive national and Arizona development impact fee experience. There are several points we would like to note that make our qualifications unique:

- 1. Depth of Experience. TischlerBise has been in business now for forty years. Our firm specializes in fiscal/economic impact analysis, development fees and infrastructure financing strategies, and market analysis. consulting firm. Our qualified team of six professionals bring an unparalleled depth of experience to this assignment. We have prepared over 900 development fee studies across the country more than any other firm. We are innovators in the field, pioneering approaches for credits, impact fees by size of housing unit, and distance-related/tiered impact fees. More importantly, a TischlerBise development fee methodology has never been challenged in a court of law.
- 2. Technical Knowledge of Land Use Planning and Local Government Finance. The Town requires consulting expertise in the areas of infrastructure planning/finance, land use planning and growth management in the State of Arizona, as well as in local government finance. Many communities overlook the fact that development fees are a land use regulation. The TischlerBise team will apply years of development fee experience within the context of overall Town financial needs, land use, and economic development policies. This will lead to a work product that is both defensible and that promotes equity.
- 3. Arizona Experience. TischlerBise has prepared more development fees in the State of Arizona than any other firm. We also worked with the Arizona League of Cities and Towns in analyzing and suggesting amendments to SB 1525 which has dramatically changed Arizona's development fee enabling legislation.
- Exception to the Town's Terms and Conditions. We note no exceptions with the Town's Terms and Conditions.
- 5. Conflicts of Interests. TischlerBise has no conflicts of interest relative to this assignment.



As the President of TischlerBise, I have the authority to negotiate and contractually bind the firm. We look forward to the possibility of working with the Town of Florence and are committed to providing cost-effective, high-quality support for this assignment.

Sincerely,

L. Carson Bise II, AICP, President TischlerBise 4701 Sangamore Road S240 301.320.6900 x12 carson@tischlerbise.com



Section 2: Firm Experience and Expertise

TischlerBise, Inc., was founded in 1977 as Tischler, Montasser & Associates. The firm became Tischler & Associates, Inc., in 1980 and TischlerBise, Inc., in 2005. The firm is a Subchapter (S) corporation, is incorporated in Washington, D.C., and is headquartered in Bethesda, Maryland. Our Federal Tax IdentificationNumber is 52-1087538. The firm's legal address is:

Principal Office

L. Carson Bise, AICP, President 4701 Sangamore Rd, Suite 240 Bethesda, MD 20816 301.320.6900 x12 (w) | 301.320.4860 (f) carson@tischlerbise.com

TischlerBise is a fiscal, economic, and planning consulting firm specializing in fiscal/economic impact analysis, impact fees, market feasibility, infrastructure financing studies and related revenue strategies. Our firm has been providing consulting services to public agencies for forty years. In this time, we have prepared over **700 fiscal/economic impact evaluations and over 900 impact fee/infrastructure financing studies** – more than any other firm. Through our detailed approach, proven methodology, and comprehensive product, we have established TischlerBise as the leading national expert on revenue enhancement and cost of growth strategies.

Arizona Experience

An important factor to consider related to this work effort is our relevant experience working in the State of Arizona. TischlerBise has unsurpassed experience preparing development fees and infrastructure improvements plans in the State of Arizona, particularly in light of Arizona's new development fee legislation, SB 1525. We have completed or are currently engaged with the following Arizona communities to conduct SB 1525-related updates and analyses:

- Apache Junction
- Avondale
- Buckeye#
- Casa Grande#
- Cave Creek
- Coolidge
- Eloy
- Flagstaff
- Gilbert
- Glendale
- Goodyear
- Maricopa

- Payson
- Pinetop-Lakeside
- Queen Creek
- Safford
- Sedona#
- Show Low
- Sierra Vista
- San Luis
- Somerton#
- Wellton
- Yuma#

Indicates repeat client currently updating original SB 1525 fee study



Pre-SB1525 Arizona Experience

In addition to the experience shown above related to the State of Arizona's new development fee statute, (SB 1525), the table below shows our unsurpassed Arizona experience under the previous statutes.

STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Solid Waste	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government
AZ	Apache Junction		•					٠	٠	٠		•	٠
AZ	Avondale		•	•	•			٠	٠	•		•	•
AZ	Buckeye		•	•	•			•		•		•	•
AZ	Bullhead City		•					•		•			•
AZ	Camp Verde	•						•		•		•	•
AZ	Carefree	•	•		•						٠		•
AZ	Casa Grande		•	•				٠	٠	•		•	•
AZ	Cav e Creek		•	•	•					•	•		•
AZ	Coolidge		•	•			•	•	•	•			•
AZ	Dewey-Humboldt		•					•	•	•		•	•
AZ	El Mirage			•	•			•	•	•			•
AZ	Eloy			•	•			•		•		•	•
AZ	Flagstaff	•	•					٠	٠	•		•	•
AZ	Gilbert		•		•			٠	•			•	
AZ	Glendale			•	•	•		•	•	•		•	•
AZ	Goody ear		•	•	•			٠	•	•		•	
AZ	Holbrook			•	•		٠						
AZ	Lake Havasu City		•										
AZ	Maricopa	•	•					•	•	•	•	•	•
AZ	Navajo County	•	•						•				
AZ	Peoria	•	•					•	٠	•	•	•	•
AZ	Phoenix		•				•	•	٠	•	•	•	
AZ	Pinal County	•	•					٠		•			
AZ	Pinetop-Lakeside		•					٠		•	٠		•
AZ	Prescott	•											
AZ	Queen Creek		•	٠	•			٠	٠		٠	•	٠
AZ	Scottsdale			٠	•								
AZ	Sedona		•			•		٠		•			•
AZ	Show Low	•	٠	٠	•			٠		٠		•	
AZ	Sierra Vista		•					•	•	•	٠	•	



STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Solid Waste	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government
AZ	Springerv ille	•		•	•								
AZ	Surprise		٠	•	•			•	•	•		•	•
AZ	Taylor	•	٠					•	•	•			•
AZ	Tolleson	•	•	•	•	•		•	•				•
AZ	Tucson		•										
AZ	Yuma		٠	•		•		•	•	•	•		•

Project Examples/References

The following project descriptions demonstrate our team's recent and vast experience with assignments similar to the scope of services required by the Town of Florence.

City of Buckeye, Arizona - Land Use Assumptions, IIP and Development Fee Study

Project Contact: George Flores, Development Services Director Phone: (623) 349-6209 E-mail: gflores@buckeyeaz.gov Date of Performance: 2013 and 2017 Project Budget: \$144,740 (2017) TischlerBise Staff: Carson Bise, AICP, and Benjamin Griffin

TischlerBise is completing an update to the City's SB1525 compliant development fees we completed in 2013. This study indudes an update to parks and recreation, library, street, police, fire, water, and wastewater development fees. Due to Buckeye's acquisition of Global Water, and the complexity of existing development agreements related to this acquisition, Buckeye accelerated its update process. To account for development agreements related to water and wastewater service throughout Buckeye, which often vary within individual Community Master Plan Areas and 208 Areas, TischlerBise and Buckeye staff are designing a GIS-based development fee schedule to accurately assess fees at the parcel level. Buckeye's current (four) water and wastewater service areas are projected to increase to approximately ten to twenty service areas for each type of infrastructure – Buckeye's water and wastewater development agreementsdo not usually have similar geographic boundaries.

City of Yuma, Arizona – Land Use Assumptions, IIP and Development Fee Study Project Contact: Andrew McGarvie, Assistant City Engineer Phone: (928) 373-5000 Ext. 3044 E-mail: Andrew.mcgarvie@yumaaz.gov Date of Performance: 2000, 2005, 2011, and 2016 Project Budget: \$100,000 (2016) TischlerBise Staff: Carson Bise, AICP, and Benjamin Griffin



TischlerBise is completing an update to the City's SB1525 compliant development fees, we completed in 2011. This study includes an update to parks and recreation, library, police, fire, and transportation development fees (this is the fourth time the City has engaged TischlerBise). The scope of this work effort included developing land use assumptions for the service area(s) where development fees were to be assessed, determining eligible infrastructure projects under the new definition of "necessary public services," and calculating Infrastructure Improvement Plans. As part of this update, TischlerBise examined the feasibility of implementing a tiered transportation development fee structure that is designed to encourage development in the downtown area. Ultimately, the City and TischlerBise agreed this was not a supportable option for a variety of reasons.

City of Avondale, Arizona - Land Use Assumptions, IIP and Development Fee Study

Project Contact: Kevin Artz, Assistant City Manager Phone: (623) 333-1000 E-mail: kartz@avondale.org Date of Performance: 2002 and 2013 Project Budget: \$120,000 (2013) TischlerBise Staff: Carson Bise, AICP, Julie Herlands, AICP, and Meredith Hill

The City of Avondale contracted with TischlerBise midway through their SB1525 compliance fee study in 2013 after parting ways with their contracted consulting firm. Since TischlerBise has a substantial staff devoted to its development fee practice, we were able the immediately bring the necessary resources to bear in order salvage the work effort and successfully compete the assignment in order to meet the City's deadline. This study included preparing Infrastructure Improvements Plan and associated development fees for the following necessary public services: General Government, Library, Parks and Recreational, Fire, Police, Streets, Water and Wastewater.

City of Tempe, Arizona - Land Use Assumptions, IIP and Development Fee Study

Project Contact: Julie Hietter, Public Works Manager Phone: (480) 350-8371 E-mail: julie_hietter@tempe.gov Date of Performance: 2014 and 2017 Project Budget: \$73,249 (2017) TischlerBise Staff: Carson Bise, AICP, and Benjamin Griffin

The City of Tempe hired TischlerBise in 2013 to prepare SB1525 compliant Land Use Assumptions, Infrastructure Improvements Plan and Development Fee Study for Police, Libraries, Streets, Fire and Parks. As part of this effort, TischlerBise prepared several iterations of the fees (e.g., plan-based versus incremental expansion) for the City's consideration. A primary consideration as part of this assignment was the City ability to fund the operating expenses a ssociated with various planned facilities. TischlerBise also prepared the residential fees using a progressive fee structure (e.g., fees vary by size of house), which helps with housing equity and affordability issues. TischlerBise was recently retained to update the Streets fees as well as redo the existing Water and Wastewater development fees.

City of Sierra Vista, Arizona – Land Use Assumptions, IIP and Development Fee Study Project Contact: Mary Jacobs, Assistant City Manager Phone: (520) 458-3315



E-mail: mary.jacobs@sierravistaaz.gov Date of Performance: 2005, 2008, 2011, and 2016 Project Budget: \$59,720 (2016) TischlerBise Staff: Carson Bise, AICP, and Benjamin Griffin

TischlerBise recently completed a second SB1525 compliant Land Use Assumptions, Infrastructure Improvements Plan, and Development Fee Study for the City of Sierra Vista. Growth has been slower than anticipated for a variety of reasons in Sierra Vista. In addition, priorities have shifted for several infrastructure categories. This update included outreach with a stakeholder group and several worksessions with City Council. This was TischlerBise's fourth engagement with the City.

Consulting Team Roles and Responsibilities

To successfully navigate through the development of the IIP and development fees, the successful consultant must possess specific, detailed and customized knowledge of not only the technical analysis, but the context of the development fee structures and implementation in achieving Town fiscal, economic, transportation and land use policies goals. Our proposed Project Team of Carson Bise, AICP, Julie Herlands, AICP, and Benjamin Griffin has unsurpassed experience performing projects requiring the same expertise as that needed to serve the Town of Florence. Our Project Team brings 50 years of development fee calculation, capital improvement planning, infrastructure finance, demographic and market analysis, and development fee implementation experience to the Town's assignment. In summary, our Principal in Charge and Project Manager are considered national thought leaders in the areas of infrastructure finance, impact fee program administration, impact fees, exactions, and implementation. The organizational chart below shows our project team for this assignment. (It is important to note that all three Project Team members are full-time TischlerBise employees. We do not "pad" our Project Team with retired principals (e.g., Chairman Emeritus) or individuals who head another division of the firm (e.g., zoning codes), and will have no direct project involvement.



Carson Bise, **AICP**, President of TischlerBise, will serve as Principal-In-Charge and coordinate our Project Team's interaction with the Town to ensure that all work is completed properly, on time, and within budget. He will work closely with Julie Herlands and Benjamin Griffin, developing and reviewing all aspects of the project and providing overall quality assurance for the project.

Julie Herlands, **AICP**, Vice President of TischlerBise, has been selected as Project Manager for this project because of her substantial experience preparing development fees and financing strategies, as well as her strong project management skills. Ms. Herlands will be responsible for controlling the work in



progress, providing feedback to project team members and staff, and will be responsible for the technical requirements of the project. Most importantly, Ms. Herlands, in conjunction with Mr. Bise, will ensure constant collaboration and communication between Town staff and our team through frequent progress memorandums, conference calls, and in-person meetings.

Benjamin Griffin, Senior Fiscal/Economic Analyst, is an accomplished development fee Project Manager in his own right, and will provide analytical support to the impact fee study. Mr. Griffin has been with TischlerBise for four years and is the Project Manager for our current Land Use Assumptions, IIP and Development Fee studies in Tempe and Buckeye.

Complete resumes can be found in the Appendix to our proposal.



Section 3: Project Understanding and Approach

Project Approach

Development fees are fairly simple in concept, but complex in delivery. Generally, the jurisdiction imposing the fee must: (1) identify the purpose of the fee, (2) identify the use to which the fee is to be put, (3) show a reasonable relationship between the fee's use and the type of development project, (4) show a reasonable relationship between the facility to be constructed and the type of development, and (5) account for and spend the fees collected only for the purpose(s) used in calculating the fee.

Reduced to its simplest terms, the process of calculating impact fees involves the following two steps:

- 1. Determine the cost of development-related improvements, and
- 2. Allocate those costs equitably to various types of development.

There is, however, a fair degree of latitude granted in constructing the actual fees, as long as the outcome is "proportionate and equitable." Fee construction is both an art and a science, and it is in this convergence that TischlerBise excels in delivering products to clients.

Any one of several legitimate methods may be used to calculate impact fees for the Town. Each method has advantages and disadvantages given a particular situation, and to some extent they are interchangeable because they all allocate facility costs in proportion to the needs created by development. In practice, the calculation of development fees can become quite complicated because of the many variables involved in defining the relationship between development and the need for capital facilities. The following paragraphs discuss the three basic methods for calculating development fees and how those methods can be applied.

Plan-Based Fee Calculation - The plan-based method allocates costs for a specified set of future improvements to a specified amount of development. The improvements are identified by a CIP. In this method, the total cost of relevant facilities is divided by total demand to calculate a cost per unit of demand. The plan-based method is often the most advantageous approach for facilities that require engineering studies, such as roads and utilities.

Cost Recovery Fee Calculation - The rationale for the cost recovery approach is that new development is paying for its share of the useful life and remaining capacity of facilities from which new growth will benefit. To calculate a development fee using the cost recovery approach, facility cost is divided by the ultimate number of demand units the facility will serve. An oversized arterial roadway is an example.

Incremental Fee Calculation - The incremental expansion method documents the current level-ofservice (LOS) for each type of public facility in both quantitative and qualitative measures, based on an existing service standard such as square feet per capita or park acres per capita. The LOS standards are determined in a manner similar to the current replacement cost approach used by property insurance companies. However, in contrast to insurance practices, clients do not use the funds for renewal and/or replacement of existing facilities. Rather, the jurisdiction uses the impact fee revenue to expand or provide additional facilities as needed to accommodate new development. An incremental expansion cost method is best suited for public facilities that will be expanded in regular increments with LOS standards based on current conditions in the community.



Project Understanding

The Town of Florence currently collects development fees for the following categories: library, police, transportation, fire/emergency medical services, parks and open space, water, and wastewater. Since the last IIP and Development Fee Study were prepared, there has been a significant change is personnel who manage and administer the IIP and development fees on a day-to-day basis. In our experience, this can sometimes lead to an incongruous situation where the lack of institutional knowledge has prompted many questions regarding assumptions in the previous study. In our experience, there are several other factors "at play" in Florence that should be examined as part of this update.

Growth Projections and Demographic Trends. Projecting future residential and nonresidential development is more difficult now than in the past due to the lingering effects of the Great Recession. This is compounded by shifting trends in the housing market as a result of changing demographics and lifestyle choices. Changes in the retail sector combined with existing surpluses of retail space in many communities are also a concern. TischlerBise's extensive national experience conducting market analysis and real estate feasibility studies is invaluable in determining the appropriate development projections used in the IIP and development fee calculations. This includes both the amount of development projections can increase the Town's financial exposure, if projected development fee revenue is less than expected.

Improved Residential Proportionality. In the past five years, many communities have migrated to a progressive residential fee structure based on size of housing units. These communities feel that a "one fee fits all" fee structure constrains their ability to meet policy objectives related to affordable housing and equity, as smaller homes typically have fewer persons per household and fewer vehide trips than larger homes. This development fee update provides the opportunity to discuss the trade-offs of a revised residential approach. As part of our demographic analysis conducted for this assignment, we can prepare data on factors that vary by housing unit size (i.e., persons per household and vehicle trips) for the Town's consideration prior to development of the fee methodology. Regardless of whether or not the Town decides to move to a progressive residential fee structure, TischlerBise can calculate Florence-specific average daily vehicle trip generation rates, as well as customized residential vehicle trip adjustment factors based on commuting and employmentpattems.

Improved Infrastructure Improvement Pan Flexibility. Many of our Arizona dients elected for planbased approaches for their IIPs. An unintended consequence of these decisions is a relative lack of flexibility with the individual IIPs as they relate to changes in the market and other conditions. As part of our Round 2 SB1525 we have prepared IIPs that incorporate a hybrid approach. Using transportation as an example, we can project the number of lane miles needed to maintain current levels of service (in this example, let's assume 10.4 lane miles). However, rather than use a purely plan-based approach, the solution is to identify improvements that exceed 10.4 lane miles (let's assume 22 lane miles). Rather than being tied to a defined plan, the Town can respond to the market and funding arrangements at the time (federal or state money may be identified in the future for one or more projects making them development fee ineligible), and select projects over the 10-year time horizon that equal the required 10.4 lane miles.



Incentivizing Land Use Policy. Other areas worth exploring as part of this update are ways to incentive infill development and implementation of the Territory Square Master Plan. As part of this assignment, we will explore avenues and suggest possibilities for incentivity land use and economic development policy through the development structure.

Public Outreach. The importance of public outreach when considering development fees should not be overlooked. Based upon our team's experience with development fees across the country, we anticipate this study may attract controversy. Therefore, it is important to build a coalition of support early in the process, to educate and inform the public and other key stakeholders about the purpose of the various components of the study, and to explain how it will benefit both key constituents (developers) and the general public. It is critical to develop a communications strategy that will offset and correct any misinformation that might proliferate, and to provide a clear and compelling logic for public adoption of an IIP and development fee program. Our seasoned project team has actively participated in legislative body meetings and citizen committees to educate stakeholders regarding the technical process of developing an IIP and the development fee calculations. We will work with staff to create appropriate collateral and other materials as part of this assignment. We also recommend dedicated space on the Town's website for information relative to this effort, and updates on the Town's social media accounts. TischlerBise will develop content for all these outlets.

Work Scope – Land Use Assumptions and Infrastructure Improvement Plan TASK 1: PROJECT INITIATION / DATA ACQUISITION

During this task, we will meet with Town staff to establish lines of communication, review and discuss project goals and expectations related to the project, review (and revise if necessary) the project schedule, request data and documentation related to new proposed development, and discuss Town staff's role in the project. The objectives of this initial discussion are outlined below:

- Obtain and review current demographics and other land use information for the Town of Florence
- Review and refine work plan and schedule
- Discuss current and previous work efforts related to this topic
- Assess additional information needs and required staff support
- Identify and collect data and documents relevant to the analysis
- Develop Stakeholder Group (Public Meeting) schedule
- Identify any relevant policy issues

Review of Current Development Fee Structure. In this Task, TischlerBise will conduct a comprehensive review of the Town's current development fee program to ensure compliance with all State of Arizona statutory regulations. This will include a review of the methodology, growth assumptions, levels of service, cost factors, the need for credits, and historical revenue versus actual expenditures. This will also include a comparison of the Town of Florence fee structure compared to other Arizona cities and towns, noting any differences in fee schedules, methodologies and identify any fees that the Town does not currently collect that others may.



Meetings:

One (1) on-site visit to meet with Town project management team/Town staff as appropriate.

Deliverables:

Data request memorandum. Technical Memorandum on Review of Current Development Fee Structure.

TASK 2: DEVELOP LAND USE ASSUMPTIONS

TischlerBise will review and update annual projections of population, employment, housing, commercial, industrial and other nonresidential square footage data for at least ten (10) year for all other development fee categories. This will be based on discussions with Town staff and review of published information such as the 2020 General Plan as amended in 2012, Central Arizona Council of Governments, and other relevant data sources. The Consultant will prepare a memorandum discussing the recommended land use projections (Land Use Assumptions Document) that will serve as the basis for the IIP and development fee schedule, including any relevant service areas. TischlerBise will prepare a plan that includes projections of changes in land uses, densities, intensities, and population for a specific service area. A map of the area(s) to which the land use assumptions apply will also be included in this task.

Meetings:

Discussions with the Community Development Department will be held as part of Task 1, as well as conference calls as needed.

Deliverables:

TischlerBise will prepare a draft technical memorandum discussing the recommended Land Use Assumptions. After review and sign-off by the Town, a final memorandum will be issued, which will become part of the final IIP and Development Fee Report.

TASK 3: ASCERTAIN DEMAND FACTORS AND LEVELS-OF-SERVICE FOR "NECESSARY PUBLIC SERVICES"

Communities in Arizona may assess development fees for "necessary public services" which have a useful life of more than three years and that are owned and operated on behalf of the Town and within the incorporated boundary.

There are several important subtasks that are outlined below:

- Proportionate Share Determine the proportionate share of the cost of "necessary public services," based on service units needed to provide such services to new development.
- Determine Existing Levels-of-Service The costs for the "necessary public services" required to serve new development are based on the same level-of-service being provided to existing development in the service area. We will determine the existing level-of-service by conducting onsite interviews, evaluating the appropriate studies, and analyzing relevant local data. These onsite interviews will also include discussions about and defining of the infrastructure components to be included in the IIP and development fees.
- Determine Service Areas Specify the area(s) within the Town's boundaries in which development will be served by the "necessary public services" or facility expansions and that a



substantial nexus exists between the necessary public services or facility expansions and the development being served as prescribed in the IIP.

The above subtasks will enable us to ensure that three important development fee requirements are met, collectively referred to as rational nexus requirements: demonstration of impact, benefit, and proportionality.

Meetings:

Two (2) meetings with Town staff to discuss capital facility needs and levels-of-service.

Deliverables:

Technical Memorandum Discussing Recommended Service Areas by Fee Category.

TASK 4: IDENTIFY CAPITAL NEEDS AND COSTS

This task will determine the relevant capital needs and costs due to growth.

- 1) Long-Range Capital Need TischlerBise will focus on relevant documents such as the 2020 General Plan, any relevant master plans, relevant development agreements, the current Capital Improvements Plan, and other mapping and data that is available. Discussions will aim not only to understand the specific costs, but also to a seess the size and scope of projects and whether capital facility needs are due to normal replacement, catch-up, or new demand.
- Service Units TischlerBise will define the standardized measures of consumption, use, or generation attributable to an individual unit of development for each category of "necessary public services" or facility expansions.
- 3) Review Cost Estimates TischlerBise will review the costs of infrastructure improvements, real property, financing, engineering, and architectural services associated with the "necessary public services" to be included in the IIP and development fees.
- 4) Financing Costs TischlerBise will identify projected interest charges and other financial costs which are to be used for repayment of principal and interest of debt used to finance construction of "necessary public services" identified in the IIP.
- 5) Identify Ineligible Costs TischlerBise will identify costs that are not eligible for inclusion in the IIP and development fees. Ineligible costs include projects not included in the IIP; repair, maintenance, or operation of existing facilities; projects which serve existing development in order to meet stricter regulatory requirements; projects which provide a higher level-of-service to existing development; and administrative, maintenance, and operating costs.

As part of calculating the fee, costs for infrastructure improvements, real property, financing, engineering, and architectural services will be considered. TischlerBise will consider all of these components in developing an equitable allocation of costs.

Meetings:

Two (2) meetings with Town staff.

Deliverables:

See Task 6.



TASK 5: DISCUSS PRELIMINARY METHODOLOGIES AND POLICY OPTIONS

The requirement that development fees be based on an IIP does not equate to a requirement that only the plan-based methodology can be used in the calculations. The IIP can reflect the past capacity investments in infrastructure that will be repaid by new development with development fee revenue. Likewise, the Town can plan to provide new development the same level-of-service being currently provided to existing development.

TischlerBise will evaluate different allocation methodologies for each IIP and development fee component to determine which methodology is the most appropriate measure of the demand created by new development. These methodologies include:

Cost Recovery Methodology – This methodology is best suited for infrastructure which has already been built and has excess capacity available to be utilized for new development.

Incremental Expansion Methodology – Under this approach, new development will receive the current level-of-service being provided to existing development by the existing inventory of infrastructure.

Plan-Based Methodology – This methodology primarily evaluates the CIP for new development's proportionate share of planned capital projects. It is important to note, however, that CIP's are often fiscally constrained and may not reflect the true requirements of new development. TischlerBise will therefore also evaluate master plansfor different categories of infrastructure.

This comprehensive approach and consideration of alternative methodologies will allow maximization of the development fees. TischlerBise to prepare draft levels-of-service tables and methodology recommendations for each infrastructure category and component. We will discuss this information with Town staff to ensure understanding and acceptance. Policy alternatives will be discussed as appropriate. This should help ensure "sign-off" and prevent time delays in finalizing the analysis.

Meetings:

One (1) meeting with Town staff and Town Council to discuss and explain the preliminary findings, assumptions, and results.

Deliverables:

TischlerBise will prepare a "story board" for staff review and comment detailing proposed levels-ofservice, cost estimates, service areas, credits and recommended calculation methodologies.

TASK 6: PREPARE DRAFT AND FINAL LAND USE ASSUMPTIONS AND INFRASTRUCTURE IMPROVEMENT PLAN (IIP)

In this task, TischlerBise's qualified professionals will prepare an IIP using generally accepted engineering and planning practices for each "necessary public service" for which a development fee can be assessed. Development of the IIP will include the following subtasks:

- Reserve Capacity The IIP will identify infrastructure capacity to be reserved to serve future development.
- Description of Existing Necessary Public Services in the Service Area(s) The IIP will include a description of the existing "necessary public services" in the service area(s) and the



costs to upgrade, update, improve, expand, correct, or replace those services to meet existing needs and usage and stricter safety, efficiency, environmental, and regulatory standards.

- Analysis of Total Capacity The IIP will identify the current usage and commitments for usage of capacity of the existing "necessary public services."
- Description of "Necessary Public Services" Attributable to New Development The IIP will describe all parts of the "necessary public services" of facility expansions and their costs necessitated by and attributable to development in the service area(s) based on the approved land use assumptions. Cost forecasts will include the costs of infrastructure improvements, real property, financing, engineering, and architectural services.
- Equivalency/Conversion Table The IIP will include a table establishing the specific level or quantity of use, consumption, or generation of a service unit for each category of "necessary public services" or facility expansions. The table will include the ratio of a service unit to various types of residential, commercial, and industrial land uses.
- Projected Service Units The IIP will include the total number of projected service units necessitated by and attributable to new development in the service area(s), based on the approved land use assumptions.
- Projected Demand for Necessary Public Services The IIP will include a ten-year projection of the demand for "necessary public services" or facility expansions required by new service units.
- Forecast of Non-Development Fee Revenues from New Service Units The IIP will forecast revenues other than development fees generated by new service units, such as state-shared revenue, highway user revenue, federal revenue, ad valorem property taxes, construction contracting or similar excise taxes, and the capital recovery portion of utility fees attributable to development based on the approved land use assumptions. This subtask will include a plan to include these contributions in determining the extent of the burden created by new development.

These subtasks will result in a written plan that identifies each "necessary public service" or facility expansion that is to be the subject of a development fee and complies with the requirements of State law.

Meetings:

Two (2) presentations/worksessions with the Town Council to present and discuss Land Use Assumptions, and Infrastructure Improvements Plan as part of the legislatively required adoption process.

Deliverables:

Draft and Final Land Use Assumptions and Infrastructure Improvement Plan.



Work Scope - Development Fee Report

TASK 1: DETERMINE NEED FOR "CREDITS" TO BE APPLIED AGAINST CAPITAL COSTS

A consideration of "credits" is integral to the development of a legally valid development fee methodology. There is considerable confusion among those who are not immersed in impact fee law about the definition of a credit and why it may be required.

There are two types of "credits" that are included in the calculation of impact fees, each with specific, distinct characteristics. The first is a credit due to possible double payment situations. This could occur when a property owner will make future contributions toward the capital costs of a public facility covered by an impact fee. In addition to credits for existing/future debt service, the need for credits must be evaluated for existing Community Facility Districts as well as the 2% Construction Sales Tax in Florence. The second is a credit toward the payment of an impact fee for the required dedication of public sites and improvements provided by the developer and for which the impact fee is imposed. Both types of credits will be considered and addressed in the development fee study.

Deliverables:

Memoranda as appropriate. See Task 4.

TASK 2: CONDUCT FUNDING AND CASH FLOW ANALYSIS; ESTIMATE ANNUAL OPERATING COSTS

In order to prepare a meaningful IIP, it is important to evaluate the anticipated funding sources. In this task, TischlerBise will prepare a ten-year cash flow analysis. This calculation will allow the Town to better understand the revenue potential of the development fees and the amount which would be needed if the fees were discounted. It will also provide a good understanding of the cash flow needed to cover the infrastructure costs for new development. The cash flow analysis will indicate whether additional funds might be needed or whether the IIP might need to be altered. This could also affect the total credits calculated in the previous task. Therefore, it is likely that a number of iterations will be conducted in order to refine the cash flow analysis reflecting the capital improvement needs. Development fee revenues can only be spent on capital projects that add capacity. Operating and maintenance costs associated with these capital improvements will have to be funded from other revenue sources, mostly likely from the General Fund. To estimate the annual operational and maintenance costs of the projected infrastructure, TischlerBise will utilize several data sources, including:

- Most recently adopted operating budget.
- Most recently adopted CIP.
- Capital project/program submittal sheets from departments.

Meetings:

None.

Deliverables:

See Task 4.



TASK 3: COMPLETE DEVELOPMENT FEE METHODOLOGY AND CALCULATIONS

The completion of the previous task will enable the development fee methodology and calculations to be finalized. TischlerBise will calculate the maximum justifiable fee for commercial, residential, and industrial development that can be charged and conform to fee requirements.

Meetings:

None.

Deliverables:

Draft Development Fee Report.

TASK 4: PREPARE FINAL DEVELOPMENT FEE REPORT

TischlerBise will prepare a written report for the Town that summarizes the need for development fees for the "necessary public services" category and the relevant methodologies employed, as well as documentation for all assumptions and cost factors. The report will include at a minimum the following information:

- Executive Summary.
- A detailed description of the methodologies used during the study.
- A detailed description of all level-of-service standards and cost factors used and accompanying rationale.
- An IIP spanning a maximum ten-year planning horizon, listing projects, costs, timing, and financing.
- A detailed schedule of all proposed fees listed by land use type and activity.
- Other information which adequately explains and justifies the resulting recommended fee schedule.
- A ten-year cash flow analysis of development fees and estimate of operating costs.

Meetings:

One (1) presentations/worksessions with the Town Council to present and discuss final Development Fee Report and IIP as part of the legislatively required adoption process.

Deliverables:

Final Development Fee Report and presentation materials for meetings.

TASK 5: STAKEHOLDER/PUBLIC OUTREACH

In addition to the meetings with staff and Town Council described in the Tasks above, TischlerBise will meet with stakeholders a minimum of three (3) times during the course of the study process (given our volume of Arizona work, we are available for additional meetings at no charge since we are able to "piggyback" on another trip). The purpose of this committee is to allow interested parties to understand assumptions and raise any questions about the technical demographic, cost, revenue, credit, and other data and supporting documentation that is being used in the development of the land use assumptions, IIP and the calculation of development fees.

1. Meeting #1 - The first meeting will describe the study process and will allow the participants to identify and communicate any potential issues which may affect them, discuss any administrative or implementation issues with the administration of the current fee schedule.



- 2. Meeting #2 At the second meeting, TischlerBise will present the proposed land use assumptions, explain the preliminary findings, assumptions, credits and revenue projections.
- **3.** Meeting #3 The third meeting will be a presentation and discussion of final recommendations.

Meetings:

Three (3) meetings with Stakeholder Group.

Deliverables:

Presentation Materials as Appropriate.



Section 4: Project Schedule and Pricing

Project Schedule

The table below indicates our proposed schedule for this assignment, assuming an early September start date.

Tasks	Anticipated Dates	Meetings*	Meetings/Deliverables				
PHASE I - LAND USE ASSUMPTIONS AND IIP							
Task 1: Project Initiation/Data Acquisition	September, 2017	1	Data Request Memorandum. Technical Memorandum on Review of Current Development Fee Structure.				
Task 2: Develop Land Use Assumptions	September - October, 2017	1*	Land Use Assumptions Document				
Task 3: Ascertain Demand Factors and Levels-of- Service for "Necessary Public Services"	September - October, 2017	2	Technical Memorandum Discussing Recommended Service Areas by Fee Category				
Task 4: Identify Capital Needs and Costs	October - November, 2017	2*	See Task 6				
Task 5: Discuss Preliminary Methodologies and Policy Options	November, 2017	1	"Storyboard" Presention Outlining Preliminary Methodologies and Policy Options				
Task 6: Prepare Draft and Final Land Use Assumptions and Infrastructure Improvement Plan	November - December, 2017	2	Draft and Final Land Use Assumptions and Infrastructure Improvement Plan				
PHASE II - DEVELOPMENT FEE REPORT							
Task 1: Determine Need for Credits	November, 2017	0	Memoranda as Appropriate. See Task 4				
Task 2: Conduct Funding and Cash Flow Analysis; Estimate Annual Operating Costs	December, 2017 - January, 2018	0	See Task 4.				
Task 3: Complete Development Fee Methodologies and Calculations	January, 2018	0	Draft Development Fee Report				
Task 4: Prepare Final Development Fee Report	February, 2018	1*	Final Development Fee Report				
Task 5: Stakeholder/Public Outreach	October, 2017 - January, 2018	3*	Presentation Materials as Appropriate				

*In several cases it is assumed meetings are held with multiple departments over one (1) trip.

Project Management Approach

TischlerBise utilizes a project management process which ensures our projects are completed on time and within budget, and, most importantly, they yield results that match our clients' expectations. Our project management plan employs the following principles for successful projects:

- First, we begin by <u>defining</u> the project to be completed. Based on discussions that occur as part of our Project Initiation task, Carson Bise will identify the final project goals and objectives in collaboration with Town staff, list potential challenges to the process, and develop a plan to ensure successful outcomes and effective communication.
- Second, we will <u>plan</u> the project schedule. As part of the Project Initiation task, Mr. Bise will
 work with Town staff to create an agreed-upon timetable to meet the project schedule. Prior to
 beginning the project, Mr. Bise will assign roles that will ensure that the project schedule is met
 on time and within budget.


- Third, we will actively manage the project process. Mr. Bise has a long history of strong • project management skills that are supported by past project successes (we encourage you to contact our references in this regard). Mr. Bise will manage the work in progress, provide guidance and oversight to staff, and be accountable to the Town meeting the schedule, budget, and technical requirements of the project.
- Finally, we will review all project deliverables and communication through a formal quality assurance process that requires review at the peer level, project manager level, and executive officer level. Prior to the delivery of work product to the Town, deliverables will go through a structured quality assurance process involving up to three levels of review and utilizing a formal checklist tool. The first level involves a peer-to-peer review of work products and computer models. Next, Mr. Bise will be responsible for a second set of reviews comparing the work product to the completed quality checklist form.

Project Pricing

The following table provides our fixed fee cost proposal for this assignment. The price includes all labor, materials and other expenses. This price proposal shall remain valid for 120 days from the date of this proposal. We bill on a percentage complete basis and payment terms are 30 days.

Project Team Member:	Bise	Herlands	Griffin	Т	otal
Hourly Rate*	\$210	\$190	\$175	Hours	Cost
PHASE I - LAND USE ASSUMPTIONS AND IIP					
Task 1: Project Initiation/Data Acquisition	8	8	0	16	\$3,200
Task 2: Develop Land Use Assumptions	24	16	8	48	\$9,480
Task 3: Ascertain Demand Factors and LOS for "Necessary Public Services"	16	40	20	76	\$14,460
Task 4: Identify Capital Needs and Costs	40	36	16	92	\$18,040
Task 5: Discuss Preliminary Methodologies and Policy Options	16	4	8	28	\$5,520
Task 6: Prepare Draft and Final Land Use Assumptions and IIP	16	40	20	76	\$14,460
Subtotal	120	144	72	336	\$65,160
PHASE II - DEVELOPMENT FEE REPORT					
Task 1: Determine Need for Credits	8	16	0	24	\$4,720
Task 2: Conduct Funding and Cash Flow Analysis; Estimate Annual Operating Costs	8	20	8	36	\$6,880
Task 3: Complete Development Fee Methodologies and Calculations	8	16	0	24	\$4,720
Task 4: Prepare Final Development Fee Report	24	36	8	68	\$13,280
Task 5: Stakeholder/Public Outreach	16	8	0	24	\$4,880
Subtotal	64	96	16	176	\$34,480
Total Cost:	184	240	88	512	\$99,640

* Hourly rates are inclusive of all costs, including travel.



Appendix 1: Project Team Resumes

Consulting Team Resumes

L. Carson Bise, II, AICP, President

Mr. Bise has 25 years of fiscal, economic and planning experience, and has conducted fiscal and infrastructure finance evaluations in 37 states. Mr. Bise is a leading national figure in the calculation of impact fees, having completed over 250 impact fees for the following categories: parks and recreation. open space, police, fire, schools, water, sewer, roads, municipal power, and general government facilities. In his seven years as a planner at the local government level he coordinated Capital Improvement Plans, conducted market analyses and business development strategies, and developed comprehensive plans. Mr. Bise has also written and lectured extensively on fiscal impact analysis and infrastructure financing. His most recent publications are Next Generation Transportation Impact Fees and Fiscal Impact Analysis: Methodologies for Planners published by the American Planning Association, a chapter on fiscal impact analysis in the book Planning and Urban Design Standards also published by the American Planning Association, and the ICMA IQ Report, Fiscal Impact Analysis: How Today's Decisions Affect Tomorrow's Budgets. Mr. Bise was also the principal author of the fiscal impact analysis component for the Atlanta Regional Commission's Smart Growth Toolkit and is featured in the recently released AICP CD-ROM Training Package entitled The Economics of Density. Mr. Bise is currently on the Board of Directors of the Growth and Infrastructure Finance Consortium and recently Chaired the American Planning Association's Paying for Growth Task Force. He was also recently named an Affiliate of the National Center for Smart Growth Research & Education.

SELECTED IMPACT FEE AND INFRASTRUCTURE FUNDING STRATEGY EXPERIENCE

- City of Apache Junction, Arizona Land Use Assumptions, IIP and Development Fee Study
- City of Avondale, Arizona Land Use Assumptions, IIP and Development Fee Study
- City of Buckeye, Arizona Land Use Assumptions, IIP and Development Fee Study
- Town of Camp Verde, Arizona Impact Fee Study
- City of Coolidge, Arizona Land Use Assumptions, IIP and Development Fee Study
- City of Glendale, Arizona Land Use Assumptions, IIP and Development Fee Study
- City of Eloy, Arizona Land Use Assumptions, IIP and Development Fee Study
- City of Flagstaff, Arizona Land Use Assumptions, IIP and Development Fee Study
- Town of Payson, Arizona Land Use Assumptions, IIP and Development Fee Study
- Town of Pinetop-Lakeside, Arizona Land Use Assumptions, IIP and Development Fee Study
- City of Safford, Arizona Land Use Assumptions, IIP and Development Fee Study
- City of San Luis, Arizona Land Use Assumptions, IIP and Development Fee Study
- City of Sedona, Arizona Land Use Assumptions, IIP and Development Fee Study
- City of Sierra Vista, Arizona Land Use Assumptions, IIP and Development Fee Study
- City of Somerton, Arizona Land Use Assumptions, IIP and Development Fee Study
- Town of Wellton, Arizona Land Use Assumptions, IIP and Development Fee Study
- City of Yuma, Arizona Land Use Assumptions, IIP and Development Fee Study
- City of Avenal, California Impact Fee Study



- City of National City, California Impact Fee Study
- City of Temecula, California Impact Fee Study
- City of Tulare, California Impact Fee Study
- City of Boulder, Colorado Impact Fee/Excise Tax Study
- City of Evans, Colorado Impact Fee Study
- City of Greeley, Colorado Impact Fee Study
- City of Longmont, Colorado Impact Fee Study
- City of Louisville, Colorado Impact Fee Study
- City of Steamboat Springs, Colorado Impact Fee Study
- City of Thornton, Colorado Impact Fee Study
- Town of Vail, Colorado Impact Fee Study
- DeSoto County, Florida Impact Fee Study
- Manatee County, Florida Impact Fee Study
- City of North Miami, Florida Impact Fee Study
- Pasco County, Florida School Impact Fee Study
- City of Hagerstown, Maryland Impact Fee Study
- Town of Hampstead, Maryland Impact Fee Study
- City of Salisbury, Maryland Impact Fee Study
- Talbot County, Maryland Impact Fee Study
- Washington County, Maryland Impact Fee Study
- Wicomico County, Maryland Impact Fee Study
- Worcester County, Maryland Impact Fee Study
- Broadwater County, Montana Impact Fee Feasibility Study
- Gallatin Canyon/Big Sky, Montana Capital Improvement and Funding Plan
- City of Great Falls, Montana Impact Fee Feasibility Study
- City of Las Cruces, New Mexico Water and Sewer Impact Fee Study

EDUCATION

M.B.A., Economics, Shenandoah University

- B.S., Geography/Urban Planning, East Tennessee State University
- B.S., Political Science/Urban Studies, East Tennessee State University

PUBLICATIONS

- "Next Generation Transportation Impact Fees," American Planning Association, Planners Advisory Service.
- "Fiscal Impact Analysis: Methodologies for Planners," American Planning Association.
- "Planning and Urban Design Standards," American Planning Association, Contributing Author on Fiscal Impact Analysis.
- "Fiscal Impact Analysis: How Today's Decisions Affect Tomorrow's Budgets," ICMA Press.
- "The Cost/Contribution of Residential Development," Mid-Atlantic Builder.
- "Are Subsidies Worth It?" Economic Development News & Views.
- "Smart Growth and Fiscal Realities," ICMA Getting Smart! Newsletter.
- "The Economics of Density," AICP Training Series, 2005, Training CD-ROM (American Planning Association).



Julie Herlands, AICP, Principal

Julie Herlands is a Principal with TischlerBise and has 17 years of planning, fiscal, and economic development experience. Prior to joining TischlerBise, Ms. Herlands worked in the public sector in Fairfax County, Virginia for the Office of Community Revitalization and for the private sector for the International Economic Development Council (IEDC) in their Advisory Services and Research Department. For IEDC, she conducted a number of consulting projects including economic and market feasibility analyses and economic development assessments and plans. Her economic, fiscal impact, and impact fee/infrastructure finance experience includes a wide-range of assignments in over 15 states. She is a frequent presenter at national and regional conferences including serving as co-organizer and co-presenter at a half-day AICP Training Workshop entitled *Fiscal Impact Assessment* at the American Planning Association National Planning Conference. A session on impact fees and cash proffers presented at the APA National Conference is available through the APA training series, *Best of Contemporary Community Planning*. She is currently the Immediate Past Chair of the Economic Development.

SELECTED IMPACT FEE AND INFRASTRUCTURE FUNDING STRATEGY EXPERIENCE

- Apache Junction Water Company, Arizona Water System Connection Fees
- City of Apache Junction, Arizona Land Use Assumptions, IIP and Development Fee Study
- City of Avondale, Arizona Land Use Assumptions, IIP and Development Fee Study
- Town of Cave Creek, Arizona Land Use Assumptions, IIP and Development Fee Study
- City of Glendale, Arizona Land Use Assumptions, IIP and Development Fee Study
- City of Peoria, Arizona Development Impact Fees
- City of Prescott, Arizona Land Use Assumptions, IIP and Development Fee Study
- Town of Queen Creek, Arizona Development Impact Fees
- Cityof Show Low, Arizona Land Use Assumptions, IIP and Development Fee Study
- City of Sedona, Arizona Land Use Assumptions, IIP and Development Fee Study
- City of Tolleson, Arizona Development Impact Fees
- Cityof Bentonville, Arkansas Development Impact Fees
- City of Chino Hills, California Development Impact Fees
- City of Clovis, California Sewer Impact Fee
- City of Temecula, California Development Impact Fee
- Arapahoe County, Colorado Rural Road Funding Strategy
- City of Boulder, Colorado Development Excise Taxes
- Town of Castle Rock, Colorado Impact Fee Study
- Plant City, Florida Impact Fee Study
- Port St. Lucie, Florida Impact Fee Study
- City of Stuart, Florida Impact Fee Study
- City of Kellogg, Idaho Impact Fee Study
- City of Post Falls, Idaho Impact Fee Study
- Shoshone Fire District, Idaho Impact Fee Study
- City of Evanston, Illinois Impact Fee/Excise Tax Study
- Anne Arundel County, Maryland Revenue Strategies



- Caroline County, Maryland Schools Excise Tax Study
- Dorchester County, Maryland Impact Fee Study
- City of Salisbury, Maryland Impact Fee Study
- Town of Easton, Maryland Impact Fee Study
- Talbot County, Maryland Impact Fee Study
- Wicomico County, Maryland Impact Fee Study
- Worcester County, Maryland Impact Fee Study
- City of North Las Vegas Impact Fee Study
- Nye County/Town of Pahrump, Nevada Impact Fee Study
- Cabarrus County, North Carolina Voluntary Mitigation Payment Studies (Two School Districts)
- Catawba County, North Carolina School Impact Fee Studies (Three School Districts)
- Chatham County, North Carolina School Impact Fee Study (One School District)
- Orange County, North Carolina School Impact Fee Study (Two School Districts)
- Abbeville County, South Carolina Infrastructure Financing Study
- Beaufort County, South Carolina Infrastructure Financing Study
- Henrico County, Virginia Impact Fee Study; Cash Proffer Study
- Prince George County, Virginia Cash Proffer Study
- Prince William County, Virginia Impact Fee Study
- Spotsylvania County, Virginia Impact Fee Study
- Stafford County, Virginia Impact Fee Study

EDUCATION

Masters of Community Planning, University of Maryland Bachelor of Arts, Political Science, University of Buffalo

PUBLICA TIONS

- "Should Impact Fees Be Reduced in a Recession?", Economic Development Now, August 10, 2009 (International Economic Development Council)
- "Agreements, Fees, and CIP", The Best of Contemporary Community Planning, 2005, Training CD-ROM (APA and Lincoln Institute of Land Policy)



Benjamin Griffin, Senior Fiscal/Economic Analyst

Benjamin Griffin is a Senior Fiscal and Economic Analyst at TischlerBise and has 6 years of experience, specializing in development fees, fiscal impact analysis and economic development planning. Prior to joining TischlerBise, Mr. Griffin worked on real estate and economic development projects for the New Orleans Business Alliance. During this time, he conducted field surveys to determine the economic health of key retail corridors, researched real estate development projects, and analyzed economic development initiatives. Prior to his real estate and economic development experience, Mr. Griffin worked with the New Orleans Redevelopment Authority, where he gained experience in performance-based funding sources, title clearance, and GIS. This position provided practical experience with issues concerning the redevelopment process, title dearance of properties received and acquired through various means, and analysis of property data for redevelopment projects. Mr. Griffin also possesses professional experience with the Jefferson Parish Planning Department, where he worked in the Current Planning Division.

SELECTED IMPACT FEE AND INFRASTRUCTURE FUNDING STRATEGY EXPERIENCE

- City of Buckeye, Arizona Land Use Assumptions, IIP and Development Fee Study
- City of Maricopa, Arizona Land Use Assumptions, IIP and Development Fee Study
- City of Sierra Vista, Arizona Land Use Assumptions, IIP and Development Fee Study
- City of Tempe, Arizona Land Use Assumptions, IIP and Development Fee Study
- City of Yuma, Arizona Land Use Assumptions, IIP and Development Fee Study
- Pinal County, Arizona Development Fee Study
- City of Lemoore, California Development Fee Study
- City of Tulare, California Development Fee Study
- City of Boulder, Colorado Impact Fee Study
- City of Durango, Colorado Housing and Transit Linkage Fees
- City of Erie, Colorado Impact Fee Study
- City of Louisville, Colorado Development Fee Study
- Town of Mead, Colorado Impact Fee Study
- City of Coral Gables, Florida Impact Fee Study
- Village of Islamorada, Florida Impact Fee Study
- Manatee County, Florida Impact Fee Study
- Manatee County School District, Florida Impact Fee Study
- City of Covington, Louisiana Impact Fee Study
- City of Sandy, Utah Impact Fee Study
- City of West Jordan, Utah Impact Fee Study

EDUCA TION

Master of Urban and Regional Planning, Economic Development, University of New Orleans Bachelor of Business Administration, Finance, University of Mississippi



Appendix 2: Required Forms



1.18.5 <u>No Right to Rely on Verbal Responses.</u> A Proposer shall not rely on the Town verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.

II. SPECIAL CONDITIONS.

2.1 <u>Insurance</u>. The firm or prime consultant shall indicate that they maintain commercial general, vehicle, and workers compensation insurance liability coverage as outlined in the "Town of Florence Insurance Requirements for Contractors". Insurance coverage shall be identified in the cover letter.

2.2 The Proposer shall at all times indemnify, keep Indemnification: indemnified, defend and save harmless Town and any of is mayor, councilmembers, officials, representatives, volunteers and employees from any and all claims, demands, suits, actions, proceeding, loss, cost and/or damages of every kind and description including any attorney's fees and/or litigation expenses which may be brought or made against or incurred by Town on account of loss of or damage to any person or for injuries to or death of any person caused by, arising out of, or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake, or negligence of the Proposer, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connection with or incidental to the performance of this contract or arising out of Worker's compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of the Proposer or its subcontractors or claims under similar laws or obligations. The Proposer's obligations under this paragraph shall not extend to any liability caused by the sole negligence of Town or its employees.

In the event that any action or proceeding shall at any time be brought against Town by reason of any claim referred to in this Section, the Proposer, at Proposer's sole cost and upon at least 10 day's written notice from Town shall defend the same with counsel acceptable to Town, in Town's sole discretion. The Proposer's obligations under the Section shall survive the expiration or termination of this contract. Insurance provisions set forth in this contract are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope of the magnitude of this Indemnification, nor shall this Indemnification be construed in any way to limit the scope, magnitude or applicability of the insurance provisions.

III. <u>PROPOSER'S PROPOSAL</u>

3.1 <u>Proposer's Proposal:</u> For the proposal deadline is August 3, 2017.

3.2 <u>Conditions Accepted</u>: The undersigned Proposer declares that before preparing this proposal, he or she has read the Proposal Documents (RFP) carefully, and that this proposal is made with full knowledge of the RFP requirements. By signing this proposal, proposer agrees to all conditions contained in the Proposal Documents.

3.3 <u>Proposal Amount:</u> For the terms set forth in Paragraph 3.2 above: Proposers offers to provide the services for a total in the amount of:

(Enter Proposal price in writing) \$ 99,640.00 ("Proposal Amount")

3.4 <u>Acceptance:</u> Proposer proposes and agrees that if this proposal is accepted, he or she will enter into a contract with Florence within thirty days after Florence's acceptance of this proposal at the listed Proposal Amount.

3.5 <u>Affidavit</u>: The following affidavit is submitted by the Proposer as part of this Proposal:

The undersigned deponent, of lawful age, being duly sworn upon his oath, deposes and says:

- 1. That he/she has lawful authority to execute the within and foregoing Proposer's proposal.
- 2. That the Proposer has not directly or indirectly entered into any agreement, express or implied, with any Proposer or Proposers, having for its object the controlling of the price or amount of such proposal or proposals, the parceling out to any Proposer or any other person of any part of the subject matter of the proposal or proposals or the profits thereof, and that he/she had not and will not divulge the sealed proposal to any other person whatsoever, except those having a partnership or financial interest with him and said Proposer, until after the sealed proposal or proposals are open.
- 3. That Proposer has received any Addenda issued.

	R	
	Name	
1 2	President	-
Maryl	Title	
STATE OF ARIZONA)		
County of Pinal SS	0	
SUBSCRIBED AND SWORN TO E	before me this 1st day of 140	ust.
2017 by Intasson	Disen.	
ainthe Lat		
Notary My Commission Expires:	1-2018	
	JENNIFER ROBIN SIZDAHKHANI Notary Public Montgomery County	
Request for Proposal for Professional Services	Maryland My Commission Expires Dec. 1, 20	IIP and DIF Studies

DEVIATION/COMPLIANCE CERTIFICATION

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

In the absence of any deviation entry on this form, the Bidder agrees, certifies, and warrants the Town of their full compliance with the Requirements for Proposers, Special Conditions, or any other Contract Document, and all other information contained in this solicitation.

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

We note no deviations

By signing below, I agree, certify, and warrant that the offer/proposal I am submitting ______does _____does not (check one line) deviate from the Requirements for Proposers, Special Conditions, or any other Contract Document listed in this document. If deviating from the specifications of the solicitation, all such deviations are listed on this form, with complete detailed conditions and information included or attached. Any attachments to this form are identified as a continuation of the deviations to this solicitation.

Printed Name:

. Carson Bu

Signature:

Date:

31/17

THIS PAGE MUST BE RETURNED WITH THE OFFER/PROPOSAL

OFFER SHEET

MANDATORY - RETURN THIS PAGE WITH YOUR RESPONSE. UNSIGNED OFFERS WILL BE CONSIDERED NON-RESPONSIVE AND REJECTED.

To the Town of Florence: By signing below, Offeror certifies that he/she has read, understands, and will faithfully execute the terms and conditions stated herein. The signer also certifies that he/she is an officer or duly authorized agent of the Offeror's firm with full power and authority to submit binding offers for the goods or services as specified. Offeror certifies that the prices offered were independently developed without consultation with any of the other offerors or potential offerors.

Authorized Signature (required)

L. Carson Bise Printed Name

Presider

Na

Arizona Transaction (Sales) Privilege Tax License Number

52-1087538 Federal Employer Identification Number

For clarification of this offer contact: (If different from above)

Contact Name

Company E-mail Address

Carson & tischler bise.com mailAddress 301-320-6900 ×12 E-mail Address

Telephone Number

Tishler Bise, Inc. Company Name

<u>4701 Sangamore Rd S240</u> Address

Bethesda, MD 20816 City, State, Zip

301-320-6900 x12

Fax Number

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

Bids, Proposals or Qualifications

Arizona Revised Statues 1-501 and 1-502 apply to applicants of "federal public benefits" and "state and local public benefits". Grants, contracts and loans are considered public benefits and state law requires each person who applies for such benefits to submit at least one of the following documents demonstrating "lawful presence" in the United States. The Principal of each group, consultant, or organization will complete this form.

Check the box next to the document indicating lawful presence.

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

**Attach copy of document to this sheet.

Signature of Applicant

7/31/17 Date

Signature of Municipal Employee Effective Date: November 1, 2009

Date



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

As defined by A.R.S. §35-393.01:

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

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

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

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

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

Tissler Bise, I.	Signature of Person Authorized to Sign	
4701 Sampamare Rd JAddress	5240	L. Carson Bise
Betherda, MD	20816	Printed Name
City State	Zip	Title



Principal Office

4701 Sangamore Road, Suite S240 | Bethesda, MD 20816 301.320.6900 x12 (w) | 301.320.4860 (f) | carson@tischlerbise.com

