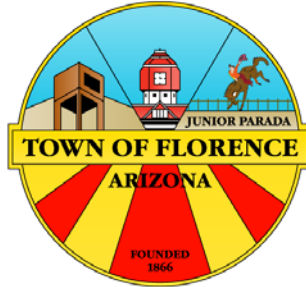


TOWN OF FLORENCE SPECIAL MEETING AGENDA

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, April 23, 2018

6:00 PM

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the Town of Florence Council and to the general public that a Special Meeting of the Florence Town Council will be held on Monday, April 23, 2018, at 6:00 p.m., in the Florence Town Council Chambers, located at 775 N. Main Street, Florence, Arizona. The agenda for this meeting is as follows:

1. CALL TO ORDER

2. ROLL CALL: Walter __, Woolridge __, Hawkins __, Guilin __, Anderson __,
Wall __, Larsen __.

3. MOMENT OF SILENCE

4. PLEDGE OF ALLEGIANCE

5. CALL TO THE PUBLIC

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

6. 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. **Proclaim April 27, 2018** as Arbor Day in the Town of Florence and recognition of the Town of Florence as a Tree City USA community for the 12th consecutive year. (Bryan Hughes)
- b. **Approval of the Special** Use Agreement with the Florence Aero Modeler Club for the Florence Aero Modeler Park. (Bryan Hughes)
- c. **Approval of re-entering** into a professional services contract with EUSI, LLC, for Public Works Management Support and Consulting Services, with a new term to expire on June

30, 2018; approval of Task Order No. 5, in an amount not to exceed \$38,709; and ratification increasing Task Order No. 4. by \$12,257.75. (Chris Salas)

- d. Approval of the March 5 and March 19, 2018 Town Council Meeting minutes.
- e. Receive and file the following board and commission minutes:
 - i. March 8, 2018 Arts and Culture Commission Minutes
 - ii. June 1, 2017, October 11, 2017, February 1, 2018 and February 15, 2018 Planning and Zoning Commission Meeting minutes.
- f. Notice of Task Orders issued for On-Call Engineering, pursuant to Council approved contract. This item is Information Only. (Bryan Hughes/Chris Salas)
 - i. Responses to the Request for Proposal were received on March 7, 2018, for an Environmental Assessment for the Poston Butte Expansion Project and was awarded to Westland Resources.
- g. Approval of entering into a Memorandum of Understanding with the Florence Unified School District - Florence High School, for the donation of up to \$5,000 for the Florence High School Graduation Night Lock In event. (Bryan Hughes)
- h. Notice of entering into a Common Interest and Confidentiality Agreement with the Town of Queen Creek. This item is for Information Only. (Brent Billingsley)

7. NEW BUSINESS

- a. Discussion/Approval/Disapproval of the purchase and installation of the Smith & Loveless Mark IX screen and components, including the Smith & Loveless/SCHLOSS 6SWP washer/compactor from Western Environmental, in an amount not to exceed \$117,865. (Chris Salas)
- b. Resolution No. 1662-18: Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AUTHORIZING THE SALE OF THE REMAINING PLOTS OF BLOCK 29 OF THE TOWN OF FLORENCE CEMETERY TO THE TOHONO O'ODHAM NATION, RESCINDING RESOLUTION NO. 544-96, AND ESTABLISHING FUTURE RATES FOR CEMETERY SERVICES AT THE THEN PREVAILING RATE. (Benjamin Bitter)
- c. Discussion/Approval/Disapproval of a Services Agreement with Common Sense Consulting and Facilitation, to provide assistance to the Greater Florence Chamber of Commerce, with its strategic planning process, in an amount not to exceed \$12,000. (Brent Billingsley)
- d. Resolution No. 1663-18: Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ADOPTING REVISIONS TO THE TOWN OF FLORENCE PERSONNEL POLICY. (Scott Barber)
- e. Discussion/Approval/Disapproval for the Town Manager to enter into an agreement with CGI Communications, for the Community Showcase Video Program. (Benjamin Bitter)

- f. **Consideration of the Design** Review Appeal by Reverend Kevin McGinnis, Mosaic Church of the Nazarene, located at 5431 W. Merrill Ranch Parkway, Florence, Arizona, for Design Review Case PZ-17-51-DR, regarding the removal of Condition Item #13: *Prior to issuance of a Certificate of Occupancy, the applicant will provide an approved secondary all-weather emergency accessway to the new church facility for fire apparatus, in a manner acceptable to the Town.* (Larry Harmer)

8. MANAGER'S REPORT

9. CALL TO THE PUBLIC


10. CALL TO THE COUNCIL – CURRENT EVENTS ONLY

11. 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 APRIL 19, 2018, BY LISA GARCIA, TOWN CLERK, AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA, AND AT WWW.FLORENCEAZ.GOV.

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

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 6a.
MEETING DATE: April 23, 2018 DEPARTMENT: Community Services STAFF PRESENTER: Bryan Hughes Community Services Director SUBJECT: 2018 Arbor Day Proclamation		<input type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1 st Reading <input type="checkbox"/> 2 nd Reading <input checked="" type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input checked="" type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Proclaim April 27, 2018 as Arbor Day in the Town of Florence, and recognition of the Town of Florence as a Tree City USA community for the 12th consecutive year.

BACKGROUND/DISCUSSION:

Each year, the National Arbor Day Foundation, in cooperation with the USDA Forest Service, and National Association of State Foresters, requests local communities to demonstrate their support of urban and community forestry programs throughout the country by executing proclamations supporting their cause.

On April 24, 2018, John Nixon, Recreation Superintendent, will represent the Town at the State Arbor Day Celebration and the Tree City Awards Ceremony at the State Capital. The Town of Florence was recognized as a Tree City Community for the 12th consecutive year.

On April 27, 2018, Community Services staff and patrons from the Dorothy Nolan Senior Center will plant a tree at Heritage Park and read the proclamation recognizing Arbor Day in Florence, Arizona.

A VOTE OF NO WOULD MEAN:

Not Applicable

A VOTE OF YES WOULD MEAN:

Not Applicable

FINANCIAL IMPACT:

Not Applicable

ATTACHMENTS:

Proclamation

PROCLAMATION

ARBOR DAY 2018

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.


NOW, THEREFORE, I, Tara Walter, Mayor of the Town of Florence, do hereby proclaim April 27, 2018 as “**Arbor Day**”, in the Town of Florence, Arizona, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Issued this 23rd day of April 2018.

Tara Walter, Mayor

ATTEST:

Lisa Garcia, Town Clerk

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 6b.
MEETING DATE: April 23, 2018 DEPARTMENT: Community Services STAFF PRESENTER: Bryan Hughes, Community Services Director SUBJECT: Special Use Agreement with the Florence Aero Modeler Club for the Florence Aero Modeler Park		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input checked="" type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input checked="" type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Approval of the Special Use Agreement with the Florence Aero Modeler Club for the Florence Aero Modeler Park.

BACKGROUND/DISCUSSION:

The current Special Use Agreement with the Florence Aero Modeler Club ("Club") for the Florence Aero Modeler Park is set to expire on June 30, 2018. Staff has negotiated a new agreement with the Club, which would go into effect July 1, 2018, if approved.

Highlights of the new special use agreement include:

- Annual administrative fee of \$100 paid to the Town
- Waiving of Special Event Application Fees (estimated at \$100 annually)
- Requirement of the Club to host four public open houses throughout the year to showcase the facility to residents and build interest in remote control cars and airplanes
- A detailed list of amenities the Club is required to maintain

The Town appreciates the Club's passion and commitment for the facility and the desire to share their recreational pastime with residents and visitors. The Town further appreciates the Club's increased maintenance commitment to the facility.

The Florence Aero Modeler Club provides a unique recreational opportunity for Florence residents and visitors. The continued partnership between the Town and the Club is vital to the future success of the facility.

A VOTE OF NO WOULD MEAN:

The Community Services Department would be responsible for annual operations and maintenance of the Florence Aero Modeler Park.

A VOTE OF YES WOULD MEAN:

The Florence Aero Modeler Club would be responsible for operations and maintenance of the Florence Aero Modeler Park for a period of five years.

FINANCIAL IMPACT:

\$100 annually in revenue, for a total of \$500 over the five-year term of the agreement

ATTACHMENTS:

Special Use Agreement

SPECIAL USE AGREEMENT

THE TOWN OF FLORENCE AND THE FLORENCE AERO MODELERS

This SPECIAL USE AGREEMENT, hereinafter referred to as ("the Agreement ") is made and entered into this 1st day of July 2018 by and between the Town of Florence, Arizona, an Arizona municipal corporation, hereinafter referred to as (the "TOWN "), and the Florence Aero Modelers, a 501c(7) incorporated association, charter club and non-profit concessionaire, hereinafter referred to as (the "NON-PROFIT CONCESSIONAIRE").

WITNESSETH

WHEREAS, the TOWN owns the Florence Aero Modeler Park located on the east side of State Highway 79, and the NON-PROFIT CONCESSIONAIRE wishes to enter into an Agreement with the TOWN for the express, purpose of the operation and maintenance of a non-profit, public recreational facility within the park; and

WHEREAS, it is the desire of the NON-PROFIT CONCESSIONAIRE to operate said facilities for the express purpose of continuing to provide a model airplane and remote-control car facility; and

WHEREAS, it. is the desire of the NON-PROFIT CONCESSIONAIRE to also maintain, manage and operate said facilities to be located within the Park located on the east side of Highway 79 for the benefit of the community as a part of the benevolent, social and philanthropic purposes of the association; and

WHEREAS, it is the belief of the TOWN that the public interest may best be served by operation of the facilities and related programs by the NON-PROFIT CONCESSIONAIRE; and

WHEREAS, it is the expressed intent of both parties that the proposed facilities shall be open to the public and that no person shall be denied entry to the facilities because of race, sex, age, religion, national origin, or disability; and

WHEREAS, the TOWN, is authorized to enter into this Agreement pursuant to Chapter 7, Article 2, A.R.S. § 11 -933 et seq. to acquire, develop and operate lands for public park purposes.

NOW THEREFORE, in consideration of the mutual promises and Agreements of the parties herein contained, it is agreed as follows:

TERMS AND CONDITIONS

1. RECITALS

The Recitals set forth above are hereby incorporated into this Agreement.

2. DEFINITIONS

- (a) "Additionally Insured" shall mean that the TOWN shall be a named insured and also be insured for the same coverage limits and amounts, as required by the Agreement.
- (b) "Administrative Fee" shall mean that fee which is paid annually to the TOWN in order to recover the administrative costs of managing the Agreement as well as the NON-PROFIT CONCESSIONAIRE's use of the land.
- (c) "A.R.S." shall mean the Arizona Revised Statutes.
- (d) "Assign" shall, mean an attempt by the NON-PROFIT CONCESSIONAIRE to transfer either a portion of, or all of its interests in this Agreement to a separate third Party.
- (e) "Balance Sheet" shall mean a statement of the NON-PROFIT CONCESSIONAIRE's assets which shall be equal to the NON-PROFIT CONCESSIONAIRE's liabilities plus the NON-PROFIT CONCESSIONAIRE'S investment equity in terms of the improvements on the property.
- (f) "C.E.R.C.L.A." shall mean the COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION and LIABILITY ACT" 42 USC 9601 et seq. as amended.
- (g) "dbs" shall mean "Decibels"; a measure of the relative intensities of sound.
- (h) "G.A.A.P." shall mean Generally Accepted Accounting Principles.
- (i) "H.I.P.A.A." shall mean the Health Insurance Portability and Accountability Act.
- (j) "Income and Expense Statement" shall mean a financial statement reflecting the total income received as well as those expenses encumbered by the NON-PROFIT CONCESSIONAIRE for its most recently completed contract year.
- (k) "Inure" shall mean to become accustomed to for the benefit thereof.
- (l) "Major Contract Compliance Violations" shall be defined as failure by the NON-PROFIT ORGANIZATION to willing cure, without threat of legal action by the TOWN, any violation(s) of the terms and conditions of this Agreement after being

advised by the TOWN of said violation(s) pursuant to the provisions of paragraph 20 VIOLATION/DEFAULT BY NON-PROFIT CONCESSIONAIRE-REMEDIES.

- (m) "Major Event" shall mean any large recreational event sponsored the NON - PROFIT CONCESSIONAIRE at the facility, which is approved in advance by the TOWN, ends within 72 hours from the time it starts, is staged only during normal park hours, and shall comply with all local, TOWN, state, and federal laws.
- (n) "R.C.R.A." shall mean the "RESOURCE CONSERVATION and RECOVERY ACT", 42 USC 6901 et seq. as amended.
- (o) "Sublet" shall mean to sublease any portion or all of the facility to a third party either free of charge, by paying a fee, or providing other special considerations to the NON-PROFIT CONCESSIONAIRE.
- (p) "T.S.C.A." shall mean the "TOXIC SUBSTANCE CONTROL ACT ". 15 USC 2601 et seq. as amended.
- (q) "U.S.C." shall mean the United States Code.

3. USE AND MANAGEMENT OF PREMISES

The TOWN shall provide the park, located at 4905 South Pinal Parkway Avenue, containing approximately 56 acres, referenced in "**Exhibit**". The TOWN hereby authorizes the NON-PROFIT CONCESSIONAIRE to maintain and operate the facility consisting of, but not limited to, a model airplane facility, remote control car facility, and related facilities referenced in "Exhibit B" located within the park owned by the TOWN.

4. TERM

The term of this Agreement shall begin on July 1, 2018 for a period of five (5) years. Any requests for renewal must be submitted in writing to the TOWN at least ninety days (90) prior to the end of the last contract year. It is specifically agreed that this Agreement is a Special Use Agreement and does not convey any ownership interest in the described land.

5. ADMINISTRATIVE AND MAINTENANCE FEES

An annual administrative fee of \$100 shall be paid to the TOWN at the start of each contract year. In addition, in the event there are any major contract compliance violations committed by the NON-PROFIT CONCESSIONAIRE during the contract year, the TOWN may increase the payment rate an additional one hundred dollars (\$100), per occurrence.

Maintenance requested of and performed by the Town of Florence will be billed to the NON-PROFIT CONCESSIONAIRE according to the most recent applicable fee schedule adopted by the Town at the time the work is being requested.

6. ACCOUNTING, RECORDS, AND REPORTS

- (a) The NON-PROFIT CONCESSIONAIRE shall maintain financial records and systems which conform to G.A.A.P. and which accurately reflect the results of operations and financial status of the organization. Financial records shall be made available for inspection by the TOWN upon request. The NON-PROFIT CONCESSIONAIRE shall submit an annual report, as referenced in "Exhibit B", to the TOWN by May 31st each year
- (b) All major accidents/incidents shall be reported in writing and shall be filed with the Office of the Town Clerk. More specifically, in order to comply with the H.I.P.A.A. laws, the information that is required in that report is as follows:
 - i. The TOWN will be notified in the event an incident occurs, which could potentially cause harm to the customers or spectators who are visiting the facility and/or whereby an evacuation of the facility and if necessary the TOWN Park is required.
 - ii. The TOWN will be notified of the date, time, and area of the facility where the incident/accident occurred.
 - iii. The TOWN will be provided information about the nature of the incident that transpired.
 - iv. The TOWN will be informed if there is any known or suspected liability exposure for the TOWN. The TOWN may be required to respond to media in and any subsequent litigation that may be generated through allegations of negligence, which may be directly or indirectly attributed to the TOWN's role as the Agreement administrator.

7. ASSIGNMENT

The NON-PROFIT CONCESSIONAIRE may not assign or sublet an of its interest without prior written approval by the TOWN and only under the terms and conditions approved by the TOWN in writing

8. COMPLIANCE WITH LAWS

The NON-PROFIT CONCESSIONAIRE shall comply with all applicable federal, state, count and Town, laws, regulations and ordinances. The NON-PROFIT CONCESSIONAIRE shall pay all taxes, assessments, fees, licenses, and permits

associated with the construction, management, operation, maintenance and repair of the facilities. Non-payment of such taxes or fees shall be considered prima facie evidence of default and subject the NON-PROFIT CONCESSIONAIRE to immediate default and termination pursuant to paragraph 21, and the provisions of paragraph 20(E) will apply. The NON-PROFIT CONCESSIONAIRE shall specifically comply with the following:

- (a) PUBLIC ACCESS: No person shall be denied use of the facilities because of race, sex, age, handicap, disability, color, religion or national origin. The NON-PROFIT CONCESSIONAIRE shall conform with all applicable laws, regulations, codes, etc., e.g. health, building, zoning and safety codes, and the Americans with Disabilities Act of 1990.
- (b) EQUAL EMPLOYMENT OPPORTUNITY: The NON-PROFIT CONCESSIONAIRE will not discriminate against any employee or applicant for employment because of race, sex, age, religion, national origin, or disability.

9. ENTRY AND INSPECTION

The NON-PROFIT CONCESSIONAIRE shall provide all necessary housekeeping activities so that clean and sanitary conditions exist at all times. In order to assure a high standard of physical appearance, operation and maintenance for the facility, appropriate inspections may be performed by the TOWN.

Should the TOWN require the NON-PROFIT CONCESSIONAIRE to perform maintenance or make repairs to meet this standard, the NON-PROFIT CONCESSIONAIRE shall comply in a timely manner. Further, the NON-PROFIT CONCESSIONAIRE shall take this timely action to correct such conditions at the NON-PROFIT CONCESSIONAIRE's own expense. Failure to do so will place the NON-PROFIT CONCESSIONAIRE in default of this Agreement pursuant to paragraph 20.

10. CONSTRUCTION OF FACILITIES

The NON-PROFIT CONCESSIONAIRE agrees to submit construction plans and specifications to the TOWN for review and approval prior to the commencement of construction for all improvements.

- (a) The NON-PROFIT CONCESSIONAIRE agrees to submit any construction plans and specifications to the TOWN for review. The TOWN shall determine whether the proposed development is consistent with the use of the property as determined by the TOWN and whether the NON-PROFIT CONCESSIONAIRE possesses the financial resources to develop and operate the proposed facilities.
- (b) Plans and specifications shall comply with all applicable laws, statutes, ordinances, rules, and regulations, including building and zoning codes as well as all applicable health and safety regulations. The NON-PROFIT CONCESSIONAIRE shall be

responsible for obtaining all applicable permits, licenses, etc., including, but not limited to health, building, zoning, drainage, grading, etc.

- (c) Prior to operating any facility or service to the public, the NON-PROFIT CONCESSIONAIRE shall submit proof of any required permit approval(s) to the TOWN.
- (d) All maintenance, operation and construction costs of said facilities shall be the responsibility of the NON-PROFIT CONCESSIONAIRE. All facilities shall be used in conjunction with the related recreation activities only.
- (e) The NON-PROFIT CONCESSIONAIRE shall indemnify and hold harmless the TOWN from any claims for labor or materials in connection with maintenance and construction of facilities. It is expressly agreed that for the purpose of this Agreement, the NON-PROFIT CONCESSIONAIRE is not the agent of the TOWN for any purpose whatsoever and shall not have any authority to create any lien for labor, materials, or services on behalf of the TOWN. If, because of any act or omission (or alleged act or omission) of the NON-PROFIT CONCESSIONAIRE, any mechanic's, materialmen's or other lien, charge or order for the payment of money shall be filed or recorded against the TOWN (whether or not such lien, charge or order is valid or enforceable as such), the NON-PROFIT CONCESSIONAIRE shall, at its own expense, cause the same to be canceled and discharged of record within thirty (30) days after the NON-PROFIT CONCESSIONAIRE shall have received notice of the filing thereof, or the NON-PROFIT CONCESSIONAIRE may, within said period, furnish to the TOWN, a bond satisfactory to TOWN against said lien, charge or order, in which case the NON-PROFIT CONCESSIONAIRE shall have the right in good faith to contest the validity or amount thereof. If the NON-PROFIT CONCESSIONAIRE should contract for any maintenance or construction of facilities, the NON-PROFIT CONCESSIONAIRE shall require the contractor to obtain a 100% performance bond and a payment bond with copies to be furnished to the TOWN.
- (f) All permanent improvements made by the NON-PROFIT CONCESSIONAIRE shall become the property of the TOWN upon expiration or termination of this or any future Agreements, by mutual Agreement or by default as set forth in paragraphs 20 and/or 21 herein or, at the option of the TOWN, the NON-PROFIT CONCESSIONAIRE shall restore the property to a condition agreed upon by mutual consent of the NON-PROFIT CONCESSIONAIRE and the Town.
- (g) All construction must be completed within a reasonable timeframe, to be negotiated as part of each phase of site development. Failure to make timely progress may result in intervention by the TOWN, which may include completion of the project or removal of all construction materials and restoration of the site. In either case, the NON-PROFIT CONCESSIONAIRE shall be responsible for all related costs. Such cause for action by the TOWN may also serve as grounds for termination of this Agreement.

11. UTILITIES

It shall be the responsibility of the NON-PROFIT CONCESSIONAIRE to bear the cost of any utilities necessary for the operation of their developed facilities. Relocation of any utilities shall be coordinated with, and prior written approval obtained from the TOWN.

12. INSURANCE

The NON-PROFIT CONCESSIONAIRE shall maintain public liability and property damage insurance, in a form acceptable to the TOWN, with an insurer approved by the TOWN, in full force and effect throughout the term of this Agreement. The policy or policies of said insurance shall name the TOWN as "additional insured" with certificates to be furnished to the TOWN prior to commencement of this Agreement along with any and all changes, riders, endorsements, or other amendments affecting the policies. Said certificates shall provide for at least ten (10) days prior written notice of cancellation to the TOWN from insurer or insureds. Minimum coverage will be maintained in the following amount:

NON-PROFIT CONCESSIONAIRE must maintain commercial general liability coverage of not less than \$1,000,000 for each occurrence with a limit of not less than \$1,000,000 products/Completed Operations Aggregate, and a \$2,000,000 General Aggregate limit.

Failure to provide said policies of insurance prior to or during the effective dates of this Agreement shall automatically place the NON-PROFIT CONCESSIONAIRE in default and immediately terminate this Agreement. Upon written notice of such default, the provision of paragraph 20(E) only will apply.

13. INDEMNIFICATION

The NON-PROFIT CONCESSIONAIRE agrees to indemnify and hold harmless the TOWN, or any of its departments, agencies, officers or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or nonperformance of any of the provisions of this Agreement. Except for willful misconduct or gross negligence, the TOWN shall in all instances be indemnified against all liability, losses and damages of any nature for or on account of any injuries to or death of persons or damages to or destruction of property arising out of or in any connected with the performance or nonperformance of this Agreement, except such injury or damage as shall have been occasioned by the sole negligence of the TOWN.

14. FEES AND CHARGES

It is the understanding of the TOWN that use of the facilities may be available to the general public either through the NON-PROFIT CONCESSIONAIRE'S paid memberships or as a spectator attending a NON-PROFIT CONCESSIONAIRE major event. All major events must be approved in advance by the TOWN. Income received through such fees and events shall be used only to offset operating and maintenance costs or improvements to the facilities and premises described herein.

15. ORGANIZED EVENTS

Shows or other organized events associated with similar activities require a Town Special Event Application. The Town will waive application fees for NON-PROFIT CONCESSIONAIRE events. Fourth Party Agreements of NON-PROFIT CONCESSIONAIRE activities held by clubs or persons other than the NON-PROFIT CONCESSIONAIRE, shall be contracted through the NON-PROFIT CONCESSIONAIRE and approved by the TOWN. Proper proof of insurance, as set forth in paragraph 12, must be provided to the TOWN in advance. It will be the responsibility of the NON-PROFIT CONCESSIONAIRE to ensure that all relevant terms and conditions of this Agreement are adhered to by such users.

16. HOURS AND DAYS OF OPERATION

The NON-PROFIT CONCESSIONAIRE will operate the facility consistent with the hours of operation approved by the TOWN.

17. TRAFFIC & SECURITY

It shall be the responsibility of the NON-PROFIT CONCESSIONAIRE to provide traffic control along with any site security that may be necessary for the facility.

18. ENVIRONMENTAL

The NON-PROFIT CONCESSIONAIRE accepts sole responsibility for all wastes produced by its operation, activities and occupation of the premises and will comply with all applicable laws concerning such wastes, including federal, state, and local regulatory requirements. The NON-PROFIT CONCESSIONAIRE further hereby represents and warrants to the TOWN that the NON-PROFIT CONCESSIONAIRE its agents, employees, and contractors, shall not at any time generate, release, place, or allow to remain on property any hazardous substances, hazardous wastes, or toxic substances (hereinafter collectively referred to as "Hazardous Substances"), as those terms as defined and regulated under C.E.R.C.L.A, 42 U.S.C. 9601 et seq., as amended. R.C.R.A, 42 U.S.C. 6901 et seq., as amended. or T.S.C.A., 15 U.S.C. 2601 et seq., as amended, including gasoline and oil without approval from the TOWN. The NON-PROFIT CONCESSIONAIRE covenants to comply with all environmental laws and regulations and to take such other actions as may be reasonably required to protect against environmental liabilities including proper disposal.

19. LITTER AND TRASH REMOVAL

The NON-PROFIT CONCESSIONAIRE shall pick up litter on a regular basis within the property defined in paragraph 3, and will provide trash receptacles for members, participants and public use. The NON-PROFIT CONCESSIONAIRE will be responsible for providing and paying for its own trash removal service.

20. VIOLATION /DEFAULT BY NON-PROFIT CONCESSIONAIRE — REMEDIES

Violation of any terms of this-Agreement may result in default and termination of this Agreement.

- (a) If the NON-PROFIT CONCESSIONAIRE is believed to have materially violated any provision of this Agreement, written notice shall be given to the NON-PROFIT CONCESSIONAIRE setting forth the reasons therefore and the actions required to bring the NON-PROFIT CONCESSIONAIRE into compliance.
- (b) The NON-PROFIT CONCESSIONAIRE may seek review of that notice by the Community Services Department Director or his /her designee by making such request, in writing, within ten (10) business days of receipt of the notice of violation setting forth the position of the NON-PROFIT CONCESSIONAIRE.
- (c) The TOWN will make the final decision after a review of the circumstances, which will include a meeting with representatives of the NON-PROFIT CONCESSIONAIRE.
- (d) If no review is requested, pursuant to paragraph (B) above or if, after review, the final decision of the TOWN is that the NON-PROFIT CONCESSIONAIRE has materially violated the terms of this Agreement, written notice shall be provided to the NON-PROFIT CONCESSIONAIRE that it shall have not more than thirty (30) days after the receipt of such written notice to cure the violation, or such further time as the TOWN may authorize in writing. If the NON-PROFIT CONCESSIONAIRE has not cured the violation by the end of that thirty (30) day period, or such further time as the TOWN authorizes, the TOWN shall cause written notice to be given to the NON-PROFIT CONCESSIONAIRE that it is in default which shall be cause for termination of this Agreement.
- (e) Upon written notice of default and termination, the NON-PROFIT CONCESSIONAIRE shall have thirty (30) days to vacate the premises, remove any and all of its personal property there from, and if required by the TOWN, restore the property to a condition acceptable to the TOWN as set forth in paragraph 10(f).
- (f) If the TOWN discovers any situation on the premises of the NON-PROFIT CONCESSIONAIRE which it believes constitutes an emergency or immediate danger to public health, safety or welfare, whether or not that situation itself constitutes a violation of this management use Agreement, the TOWN will, if

possible, notify the NON-PROFIT CONCESSIONAIRE of the situation requiring such immediate attention. If the NON-PROFIT CONCESSIONAIRE cannot be contacted or does not or cannot remedy the situation in a timely manner satisfactory to the TOWN, the TOWN may take action to remedy the emergency with or without giving advance notice to the NON-PROFIT CONCESSIONAIRE. However, notice to the NON-PROFIT CONCESSIONAIRE shall be made as soon as practicable. If the TOWN executes its option to remedy the situation, costs incurred by the TOWN for correcting the emergency or dangerous situation shall be paid by the NON-PROFIT CONCESSIONAIRE. Failure to either remedy the situation or make such payment shall constitute a material violation of the management use Agreement and place the NON-PROFIT CONCESSIONAIRE in default.

- (g) There will be no refund for any part of the administrative fee, prorated or otherwise, to the NON-PROFIT CONCESSIONAIRE if said part is found to be in default or if this Agreement is terminated by the TOWN with cause.

21. TERMINATION

Either party may terminate this Agreement by providing ninety (90) day written notice without cause. The NON-PROFIT CONCESSIONAIRE will have until that termination date or a date approved by the TOWN, in writing to remove any and all of its personal property therefrom, and if required by the TOWN, restore the property to a condition acceptable to the TOWN.

22. RESERVATION OF TOWN RIGHTS

The TOWN shall determine and enact easements through the assigned property for utilities prior to construction or when deemed necessary however, the TOWN shall not unreasonably interfere with the NON-PROFIT CONCESSIONAIRE's use of the premises.

23. AMENDMENTS

The TOWN and the NON-PROFIT CONCESSIONAIRE may negotiate when deemed appropriate and necessary specific amendments to this Agreement in writing that are mutually agreeable and which shall be subject to approval by the Florence Town Council.

24. HOLD OVER

Should the NON-PROFIT CONCESSIONAIRE, with or without the consent of the TOWN, continue in possession of the licensed facilities after the expiration of the agreed term, without having entered into a subsequent Agreement of like nature and content to the within Agreement such possession shall be deemed to be a holding of the licensed facilities on a month-to-month tenancy with all of the terms and conditions of this Agreement to continue in full force and effect.

25. COMPLIANCE WITH PARK RULES AND REGULATIONS

Unless otherwise specifically negotiated as a part of this Agreement, the NON-PROFIT CONCESSIONAIRE hereby agrees to use the premises in accordance with the adopted park rules and regulations of the Florence Community Services Department.

26. PENALTIES

In the event that the NON-PROFIT CONCESSIONAIRE is determined to be in violation of any aspect of this Agreement and fails to initiate any effort to remedy the situation upon 30 days written notification from the TOWN, the TOWN may impose penalties. The TOWN may take corrective action on its own to remedy the situation and in turn, assess the cost of that action on to the NON-PROFIT CONCESSIONAIRE. In addition, that cost shall be paid by the NON-PROFIT CONCESSIONAIRE within a reasonable timeframe as determined by the TOWN. Failure to comply with these requirements shall be construed as a default and may result in termination of this Agreement.

27. DAMAGE AND DESTRUCTION OF PROPERTY

If, prior to commencement of or during the term of the Agreement, any property, real or personal, under the control of the NON-PROFIT CONCESSIONAIRE or any buildings or improvements or such fixtures or equipment on, below, above, or appurtenant to the premises at the commencement of the term or thereafter erected, installed or placed thereon shall be destroyed or damaged in whole or in part by fire or any other cause, except condemnation, the NON-PROFIT CONCESSIONAIRE shall give immediate notice thereof to the TOWN. The NON-PROFIT CONCESSIONAIRE shall immediately secure the area to prevent injury, vandalism and further damage to persons, improvements, and contents thereof. The NON-PROFIT CONCESSIONAIRE shall restore the premises at least to the extent permitted by insurance proceeds. The NON-PROFIT CONCESSIONAIRE will also remain responsible to clean-up and restore the premises to a condition reasonable under the circumstances and acceptable to the TOWN.

If the premises are capable of restoration, the Agreement shall continue in full force and effect, except that the payment to the TOWN by the NON-PROFIT CONCESSIONAIRE may, to the extent not covered by insurance, be abated and/or other relief afforded to the extent that the NON-PROFIT CONCESSIONAIRE can demonstrate, and that the TOWN may corroborate, that the damage and/or restoration interferes with the NON-PROFIT CONCESSIONAIRE operations. Any such claim shall be denied if the destruction of the demised premises is found by the TOWN to have been caused by the fault or neglect of the NON-PROFIT CONCESSIONAIRE.

The NON-PROFIT CONCESSIONAIRE agrees to cooperate in determination of the abatement and /or other relief to be provided by furnishing all information requested relative to its operations and permitting examination and audit of all accounting records

kept in connection with the conduct thereof. The aforesaid provisions for abatement and/or the relief shall also be applicable to a total or partial destruction of the demised premises by the aforementioned causes, except that the relief to be provided shall be based upon the extent the NON-PROFIT CONCESSIONAIRE may demonstrate, and the TOWN may corroborate, that the reduction in the public's use of the demised premises due to the partial or total closure thereof has adversely affected the NON-PROFIT CONCESSIONAIRE operations.

The NON-PROFIT CONCESSIONAIRE shall, as soon after damage as possible, apply for all required permits of whatever nature to restore damaged improvements, and complete restorations within a date mutually agreeable to the parties. Should such damage or destruction occur within thirty-six (36) months of the Agreement's normal termination date, the NON-PROFIT CONCESSIONAIRE and the TOWN may mutually agree to the extent of the restoration, if any.

28. TEMPORARY SUSPENSION OF OPERATIONS

The TOWN shall have the authority to immediately suspend any of the NON-PROFIT CONCESSIONAIRE's operations if it is determined that there is an imminent risk or threat to the public, employees or park staff. Such suspension to remain in effect until the risk or threat has been resolved to the satisfaction of the TOWN. The NON-PROFIT CONCESSIONAIRE shall temporarily suspend any of its operations in the event conditions (natural, man-caused or mechanical) present a risk to the site, the employees, and the public or park staff. If the NON-PROFIT CONCESSIONAIRE so suspends operations, the TOWN shall be immediately notified, and the suspended operations shall resume as soon as possible following a resolution of the hazard or condition causing the temporary suspension at which time the Community Services Director will be notified. If the park is closed for more than 24 hours, the NON-PROFIT CONCESSIONAIRE may apply to the TOWN and receive a corresponding offset to the annual minimum payment if the closure was not caused by the fault or negligence of the NON-PROFIT CONCESSIONAIRE. If the Park is closed pursuant to this paragraph without "imminent risk" the NON-PROFIT CONCESSIONAIRE may seek all appropriate damages allowed by law.

29. PARK CLOSURE

The TOWN reserves the right to close any area of the Park when deemed necessary. The TOWN may establish limits of visitation at any area of the Park including the NON-PROFIT CONCESSIONAIRE, based on public health and safety, availability of parking spaces, or any other reason deemed by the TOWN to be in the public interest. The NON-PROFIT CONCESSIONAIRE patrons do not have superior rights over other visitors to the Park in the event it is temporarily closed. The TOWN will make reasonable efforts to maintain access to the facility.

30. SEVERABILITY/VALIDITY

Any provision of the Agreement that is determined to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect. In addition, any property assigned under this Agreement which is left undeveloped beyond the time frame listed in the approved site development plan and in the opinion of the TOWN, has clearly been left abandoned by the NON-PROFIT CONCESSIONAIRE shall be subject to retraction by the TOWN for other potential recreational uses.

31. CONFLICT OF INTEREST

The Parties acknowledge that this Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38 -511, (A) which reads that "The state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in an capacity or a consultant to any other party of the contract with respect to the subject matter of the contract."

32. HEIRS AND ASSIGNS

This Agreement shall be binding on and inure to the benefit of the parties, their respective heirs, successors and assigns, whether by Agreement or operation of law.

33. WAIVER

The waiver by either party of any breach of anyone or more of the covenants, conditions or provisions of this Agreement shall not be construed to be a waiver of any subsequent or other breach of said covenants, conditions or provisions of this Agreement. Any failure on the part of either party to require or exact full and complete compliance with any of the covenants, conditions or provisions of the Agreement shall not be construed to in any manner, change the terms hereof or preclude such party from enforcing the full provisions of this Agreement. Furthermore, the terms of this Agreement shall not be changed or altered in any manner whatsoever other than by written Agreement of TOWN and NON-PROFIT CONCESSIONAIRE.

34. PARAGRAPH HEADINGS

The paragraph headings used in the Agreement are for the purpose of convenience and reference only, and they shall not be construed in any manner or to any extent to limit or to extend the effect or meaning of the terms and provisions contained there under.

35. NOISE

Florence Aero Modelers shall comply with the requirement of the Town Code as amended and modified and ensure that the noise level of all aircraft shall not exceed 105 decibels (dbs) at a distance of 3 meters from the airplane. Violations of this provision may require this Agreement be subject to the provisions of Paragraphs 20, 21 and 27.

36. FLIGHT PATH

No aircraft shall fly higher than an altitude of 400 feet or into the flight path of any aircraft in the area. Violations of this provision may be subject to the provisions of Paragraphs 20, 21, and 27.

37. DUST ABATEMENT

NON-PROFIT CONCESSIONAIRE shall ensure that Pinal County Environmental Quality dust abatement standards (PM -10) are implemented and continually sustained. Violations of this provision may be subject to the provisions of Paragraphs 20, 21 and 27:

38. MEMBERSHIP

All individuals flying at the model airplane facility must be current members of the Academy of Model Aeronautics (AMA) and shall abide by all rules and regulations posted and administered by the Club, included but not limited to the AMA National Model Aircraft Safety Code, attached as "**Exhibit C**".

39. NOTICES

All notices required to be given either party shall be mailed or given at the following addresses:

To the TOWN:

Town of Florence
P.O. Box 2670
775 North Main Street
Florence, AZ 85132
Attn: Town Manager

To the NON-PROFIT CONCESSIONAIRE:

Florence Aero Modelers
P.O. Box 2836
Florence, AZ 85132
Attn: Lyle Bohn, President

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

TOWN OF FLORENCE, an Arizona municipal corporation

Tara Walter, Mayor

Date

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford Mattice, Town Attorney

FLORENCE AERO MODELERS, a 501c(7) incorporated association, charter club and non-profit concessionaire.

Lyle Bohn, President
Florence Aero Modelers

Date

STATE OF ARIZONA)
) ss.
County of Pinal)

On this __ day of __, 2018, before me, the undersigned officer, personally appeared Lyle Bohn who acknowledged himself to be the Managing Member of FLORENCE AERO MODELERS, a 501c(7) incorporated association, charter club and non-profit concessionaire and that he, in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

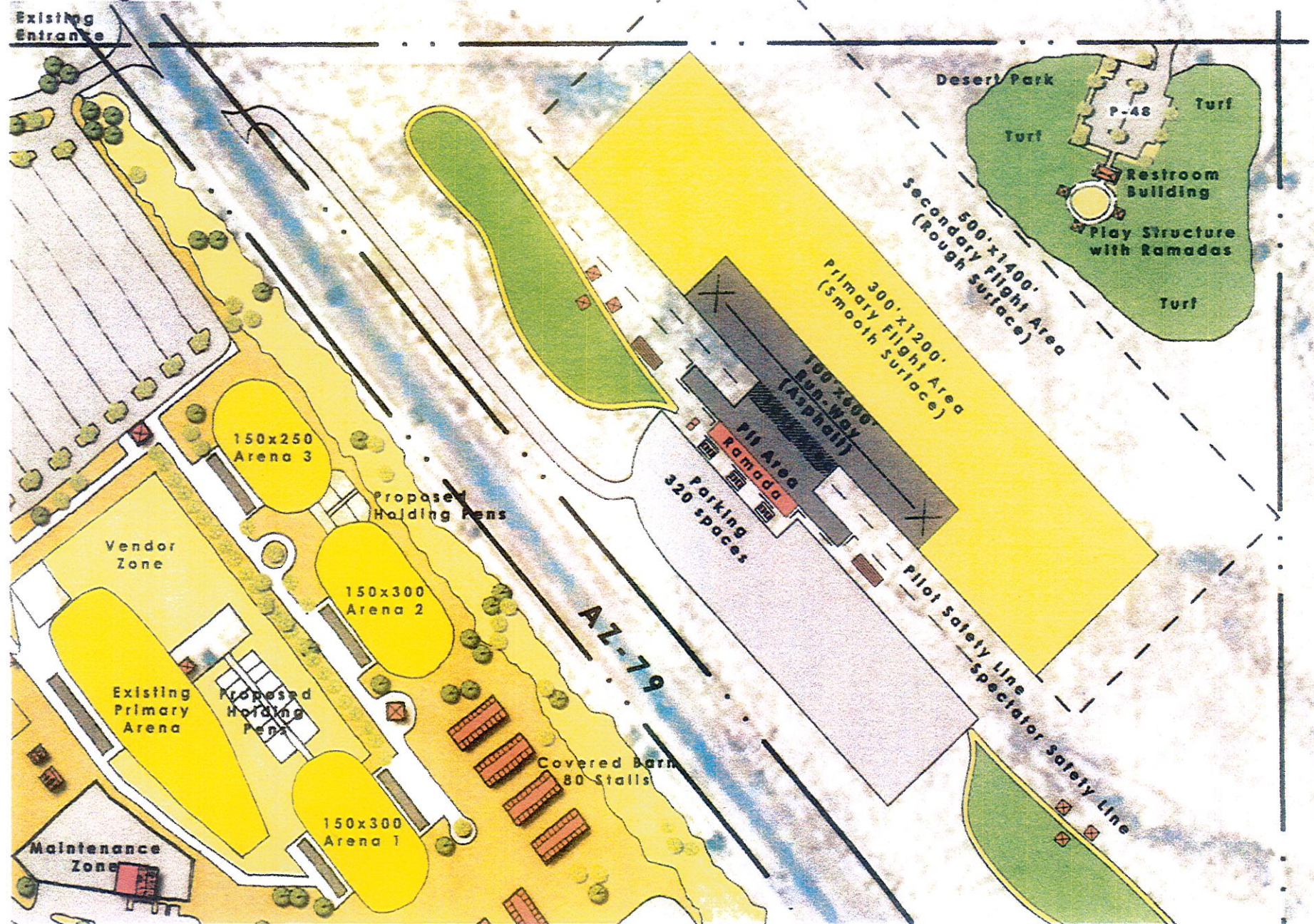
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

EXHIBIT A

FACILITY MAP

enlarged final master plan



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EXHIBIT B

OPERATION AND MAINTENANCE

1. Operation and maintenance of all facilities, including, but not limited to:
 - Approximately 7,450 square yards of asphalt runway and pilot area
 - Approximately 16,400 square yards of parking area
 - Approximately 1,000-foot driveway
 - Pilot area steel shade structure and fencing
 - Mobile mini concession stand
 - Remote control racecar track and adjacent driver platform
 - Perimeter fencing and entry gates; except Arizona Department of Transportation (ADOT) Right-of-Way (ROW) fence
 - Bleachers
 - Signage

2. The NON-PROFIT CONCESSIONAIRE will hold at least four (4) public open houses to showcase facility to residents and promote remote control hobbies as lifelong recreational opportunities.

3. Submit annual report, including but not limited to:
 - Revenues and expenditures
 - Club officers
 - Club membership
 - Event attendance
 - Community outreach
 - Facility improvement list
 - Tentative dates of proposed events for upcoming year
 - Updated Academy of Model Aeronautics National Model Aircraft Safety Code, if applicable
 - Certificate of Insurance
 - Annual Academy of Model Aeronautics (AMA) Charter Club Certificate
 - State of Arizona Corporation Commission Corporation Annual Report and Certificate of Disclosure

EXHIBIT C

ACADEMY OF MODEL AERONAUTICS NATIONAL MODEL AIRCRAFT SAFETY CODE

Academy of Model Aeronautics National Model Aircraft Safety Code


Effective January 1, 2018

A model aircraft is a non-human-carrying device capable of sustained flight within visual line of sight of the pilot or spotter(s). It may not exceed limitations of this code and is intended exclusively for sport, recreation, education and/or competition. All model flights must be conducted in accordance with this safety code and related AMA guidelines, any additional rules specific to the flying site, as well as all applicable laws and regulations.

As an AMA member I agree:

- I will not fly a model aircraft in a careless or reckless manner.
- I will not interfere with and will yield the right of way to all human-carrying aircraft using AMA's *See and Avoid Guidance* and a spotter when appropriate.
- I will not operate any model aircraft while I am under the influence of alcohol or any drug that could adversely affect my ability to safely control the model.
- I will avoid flying directly over unprotected people, moving vehicles, and occupied structures.
- I will fly Free Flight (FF) and Control Line (CL) models in compliance with AMA's safety programming.
- I will maintain visual contact of an RC model aircraft without enhancement other than corrective lenses prescribed to me. When using an advanced flight system, such as an autopilot, or flying First-Person View (FPV), I will comply with AMA's Advanced Flight System programming.
- I will only fly models weighing more than 55 pounds, including fuel, if certified through AMA's Large Model Airplane Program.
- I will only fly a turbine-powered model aircraft in compliance with AMA's Gas Turbine Program.
- I will not fly a powered model outdoors closer than 25 feet to any individual, except for myself or my helper(s) located at the flightline, unless I am taking off and landing, or as otherwise provided in AMA's *Competition Regulation*.
- I will use an established safety line to separate all model aircraft operations from spectators and bystanders.

For a complete copy of AMA's Safety Handbook please visit:
www.modelaircraft.org/files/100.pdf

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 6c.
MEETING DATE: April 23, 2018 DEPARTMENT: Development Services STAFF PRESENTER: Christopher A. Salas, Development Services Director/Town Engineer SUBJECT: Development Services, Public Works Management Support and Consulting Services, ratification of Task Order No. 4 and new Task Order No. No. 5 with EUSI, LLC.		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input checked="" type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Approval of re-entering into a professional services contract with EUSI, LLC, for Public Works Management Support and Consulting Services with a new term to expire on June 30, 2018; approval of Task Order No. 5 not to exceed \$38,709.00; and ratification increasing Task Order No. 4 by \$12,257.75.

BACKGROUND/DISCUSSION:

EUSI, LLC was retained to provide Public Works Management Support and Consulting Services as well as Project and Program Management Services, as authorized by the Town. EUSI, LLC, will complement and supplement the Development Services Director/Town Engineer, Christopher Salas, in this capacity by providing technical, project and program management expertise, especially in the Water and Wastewater Divisions. The term of the original contract was February 10, 2016, through February 28, 2017, and was then extended through March 6, 2018. Task Order No. 5 will continue the Town's working relationship with EUSI, LLC, until the funding amounts have been expended or June 30, 2019, whichever comes first.

A new "reduced" billable rate has been negotiated for this professional services contract of \$195.50 per hour, which is a 22% reduction in the hourly billable rate from Task Order No. 4.

A VOTE OF NO WOULD MEAN:

Current total staffing levels would be decreased, project management levels would be decreased, and utility projects would take longer.

A VOTE OF YES WOULD MEAN:

Additional key resources related to the water and wastewater would be available for the Town for project management as well as key project implementation.

FINANCIAL IMPACT:

\$ 38,709.00 Task Order No. 5: March 31, 2018 through June 30, 2019

\$ 12,257.75 Ratification Task Order No. 4

\$ 50,966.75 Total expenditure for Task Order No. 5 and Ratification of Task Order No. 4

ATTACHMENTS:

Town of Florence Professional Services Agreement – EUSI LLC

Exhibit A – Scope of Work - Task Order No. 5

Task Order No. 4

TOWN OF FLORENCE PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT ("**Contract**"), is made and entered into as of April 23, 2018 ("Effective Date"), and is by and between the Town of Florence, a municipal corporation of the State of Arizona ("**Town**"), and EUSI, LLC ("**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 Public Works Management Support and Consulting Services, Project and Program Management (PM) Services 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 desires and Contractor agrees that this Contract is entered into by the parties, as a cooperative purchase pursuant to the City of Globe Professional Services Contract dated August 29, 2017 between the City of Globe and EUSI, LLC, and Contractor agrees that the master cooperative solicitation/Contract documents issued by the City of Globe for the Services("Master Contract") is in full force and effect and all terms and conditions of the Master Contract are incorporated by reference into this Contract.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, 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 services required by this Contract.

1.1 Service Description. The Contractor shall provide the requested services as set forth in Exhibit A and as set forth in individual Task Orders (the "Services"). This Contract includes this agreement, including any attachments, and any Task Orders that may be issued as agreed to by the parties to implement the services. Task Order means a specific written agreement between the Town and Contractor for work to be performed under this Contract for an individual, mutually agreed upon scope of work, schedule and price. In response to Task Orders that may be mutually agreed upon and issued periodically by Town, Contractor shall perform the Services, except as may be specified elsewhere in the Contract which will be defined and further described as to specific project requirements in each Task Order. The Services shall be performed in accordance with the requirements set forth in each Task Order.

1.2 Acceptance and Documentation.

1.2.1 Each deliverable shall be reviewed and approved by the Town Manager 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 Town Manager before final payment is made to the Contractor.

2.0 FEES, CATEGORIES OF SERVICE AND PAYMENTS

2.1 Fees. 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 spelled out in Exhibit A, and the individual Task Order approved by the Town.

2.2 Categories of Service. Services means in response to Task Orders, including Exhibit A, that may be mutually agreed upon and issued periodically by Town, Contractor shall furnish all necessary work which will be defined and further described as to specific project requirements in each Task Order.

2.3 Payment Approval. Amounts set forth in Section 1.1 and 2.2 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 Business License. Contractor will purchase and maintain a business license with the Town of Florence.

3.0 SCHEDULE AND TERMINATION

3.1 Project Schedule. The Contractor shall perform the Scope of Work in accordance with the schedule attached as Exhibit A, and any Task Order.

3.2 Termination.

3.2.1 Termination for Cause: Town may also 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 Termination for Convenience. 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 work 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 Termination for Violation of Law. 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 Funds Appropriation. 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 Terms. The term of this Contract shall be from the Effective Date through March 31, 2018. Task Orders may be issued at any time during the term of this Contract. This Contract will remain in full force and effect during the performance of any Task Order. The contract may be renewed upon mutual agreement of the parties.

4.0 GENERAL TERMS

4.1 Entire Contract. 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 Arizona Law. 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 Modifications. 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 Assignment. Services covered by this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the Finance Director and Contract Administrator. The Town acknowledges the sub-consultant(s) listed in Exhibit A and consents to the use of that sub-consultant.

4.5 Successors and Assigns. 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 Contract Administrator. 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 Records and Audit Rights.

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 representative to the extent necessary to adequately permit evaluation and verification of cost of the service or work, and any invoices, change orders, payments or claims submitted by the Contractor or any of his payees pursuant to the execution of the Contract. The Town's authorized representative 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 Contract 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 Attorneys' Fees. 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 Ineligible Bidder. 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 Conflict of Interest. 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 its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the Town in regard to any random verifications performed.

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 Notices. 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: EUSI, LLC
Kris Hendricks
4501 W. Tierra Buena Lane
Glendale, AZ 85306

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 Force Majeure. 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 Taxes. 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 Advertising. 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 Counterparts. 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 Captions. 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 Subcontractors. 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 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 Town of Florence, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to 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 work or 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.

To the fullest extent permitted by law, Town of Florence, its successors, assigns and guarantors, shall indemnify and hold harmless Contractor, its agents, Representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, loses, expenses, including but not limited to, reasonable attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expenses, related to, arising from or out of, resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused by the Town of Florence relating to work or services in the performance of this Contract.

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 sections shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

4.21 Changes in the Work.

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 work, 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.

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

4.22 Co-op Use of Contract. The Town and Contractor agree that this Contract is entered into by the parties, as a cooperative purchase pursuant to the City of Globe Professional Services Contract dated June 24, 2014 between the City of Globe and EUSI, LLC, and Contractor agrees that the master cooperative solicitation/Contract documents issued by the City of Globe for the Services("Master Contract") is in full force and effect and all terms and conditions of the Master Contract are incorporated by reference into this Contract.

4.23 Alternative Dispute Resolution. 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 (but unless circumstances require otherwise, not later than 60 days after selection of the neutral) 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 Town Provided Information and Services. 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 Agreement.

4.25 Estimates and Projections. 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. Therefore, the Contractor makes no warranty that the Town's actual project costs, financial aspects, economic feasibility, or schedules will not vary from the Contractor's opinions, analyses, projections, or estimates.

4.26 Access. 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 Third Parties. 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 Agreement 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.

5.0 INSURANCE

5.1. General. Contractor agrees to comply with all Town ordinances and state and 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 qualified 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 work 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 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 representatives, agents, and employees. All insurance policies, except Workers' Compensation, required by this Contract, and self-insured 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, offices, directors, 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 Contract.

5.2 No Representation of Coverage Adequacy. 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 Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or 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 Policy Deductibles and or Self Insured Retentions. 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 Use of Subcontractors. If any work under this Contract is sub-contracted 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 Evidence of Insurance. Prior to commencing any work or 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 Required Coverage.

5.7.1 Commercial General Liability. 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 Worker's Compensation Insurance. Contractor shall maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of work or Services under this Contract and shall also maintain Employers Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$250,000 disease policy limit.

5.7.3 Commercial Auto Coverage. 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".

6.0 SEVERABILITY AND AUTHORITY

6.1 Severability. 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 Authority. 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 Town of Florence by its Mayor, Tara Walter has hereunto subscribed her name this 16 day of April, 2018.

TOWN OF FLORENCE

By: _____
Tara Walter, Mayor

By: _____

Name: _____

Its: _____

ATTEST:

Lisa Garcia, Town Clerk

APPROVED AS FORM:

Clifford L. Mattice, Florence Town Attorney

By: _____
Contractor

By: _____

Name: _____

Its: _____

Town of Florence
Public Works Support Services
Task Order No. 5

April 16, 2018

The Town of Florence (TOWN) hereby issues Task Order No. 5 to EUSI, LLC (CONTRACTOR) to provide overall Public Works Management Support and Consulting Services.

CONTRACTOR is retained by the TOWN to generally provide Public Works Management Support and Consulting Services as well as Project and Program Management (PM) Services as authorized in new Task Orders by the TOWN. The intent of the services provided by CONTRACTOR is to complement and supplement the TOWN's staff in an integrated manner to advance the TOWN's Public Works Departments and Divisions toward "Best Management Practices". The TOWN engages the CONTRACTOR to provide related Professional Services for the TOWN that may include, but are not limited to Public Works Management and Organizational Development, Project and Program Management, Regulatory Agency Support, Infrastructure Project Improvements, Utility Management Support, Utility Operation and Maintenance Support, Water Resource Policy and Strategic Planning Support Services. Additional Consulting and Support Services may also be assigned from time to time under new Task Orders as deemed to be in the best interests of the TOWN.

CONTRACTOR may assist TOWN with effectively and efficiently planning, organizing and assisting with management of programs related to public works and infrastructure projects.

CONTRACTOR may also provide PM and other Public Works Management Services as requested in future Task Orders by the TOWN, related to the management of design and construction projects specifically in the area of civil engineering such as general public works and utility projects, storm water management, street and traffic engineering, public works, infrastructure assessments, real estate, and utility coordination.

CONTRACTOR may also provide PM and Procurement Support Services to aid in the contracting of engineering and construction companies utilizing a wide range of project delivery methods.

CONTRACTOR may be requested by the TOWN under new Task Orders to provide project specific planning, procurement, permitting, engineering, construction, administration, and management functions for approved projects.

The CONTRACTOR working as an extension of TOWN's staff will work to initiate personnel training and development to optimization services delivered to the public. CONTRACTOR will facilitate and coordinate tasks with the TOWN's personnel.

The fee for the basic services in Task Order #5 shall be performed on a time and material basis with a not to exceed amount of \$38,709.00 extending from March 31, 2018 thru June 30, 2019.

Project related expenses, such as mileage, at current IRS rates, and other expenses associated with providing Task Order services will be invoiced at cost.

TOWN will provide access and use of Facilities and Equipment needed in the course of the Task Order;

TOWN will provide a location for CONTRACTOR to place and use their RV with electrical, water and sewer connections;

Focused Activities

- Provide Water and Wastewater as well as limited Public Works oversight and assist TOWN's staff in the improvement of Services, including but not limited to operations and maintenance services, record keeping and reporting, housekeeping and organization, document observations
- Assist TOWN's staff with the development of a "Best in Class" procedures and practices.
- Oversee the training of TOWN's staff with preparation of reports for the regulatory agencies.
- Advise TOWN relating to regulatory agency issues.
- Work to assist in the development of Water and Wastewater Utility Staff and leadership development within this group.
- Evaluate and work with TOWN's staff to make necessary improvements to overall services provided to the citizens of Florence.
- Be available to respond to supplemental service request and emergency conditions at the request of the Town. This includes phone consultation.

Specific Tasks

North Wastewater Plant

- Assisting in procuring and managing the Job Order Contractor in the following
 - Modifying the influent channel
 - Modifying the existing headworks
 - Diffusers, Blowers, and electrical
 - Implementation of the Belt Press

South Wastewater Plant

- Modifying the existing headworks

Private party water wells and recharge negotiations

Anthem at Merrill Ranch Town Water and Wastewater Facilities

- Develop a white paper on what is needed to implement the infrastructure with respect to existing Development agreements

TOWN OF FLORENCE

EUSI

By: _____
Tara Walter, Mayor

By: _____
EUSI:

ATTEST:

Lisa Garcia, Town Clerk

APPROVED AS FORM:

Clifford L. Mattice, Florence Town Attorney

Town of Florence

**Public Works Support Services
Task Order 4**

March 6, 2017

The Town of Florence (TOWN) hereby issues Task Order #4 to EUSI, LLC (CONTRACTOR) to provide overall Public Works Management Support and Consulting Services.

CONTRACTOR is retained by the TOWN to generally provide Public Works Management Support and Consulting Services as well as Project and Program Management (PM) Services as authorized in new Task Orders by the TOWN. The intent of the services provided by CONTRACTOR is to complement and supplement the TOWN's staff in an integrated manner to advance the TOWN's Public Works Departments and Divisions toward "Best Management Practices". The TOWN engages the CONTRACTOR to provide related Professional Services for the TOWN that may include, but are not limited to Public Works Management and Organizational Development, Project and Program Management, Regulatory Agency Support, Infrastructure Project Improvements, Utility Management Support, Utility Operation and Maintenance Support, Water Resource Policy and Strategic Planning Support Services. Additional Consulting and Support Services may also be assigned from time to time under new Task Orders as deemed to be in the best interests of the TOWN.

CONTRACTOR may assist TOWN with effectively and efficiently planning, organizing and assisting with management of programs related to public works and infrastructure projects.

CONTRACTOR may also provide PM and other Public Works Management Services as requested in future Task Orders by the TOWN, related to the management of design and construction projects specifically in the area of civil engineering such as general public works and utility projects, storm water management, street and traffic engineering, public works, infrastructure assessments, real estate, and utility coordination.

CONTRACTOR may also provide PM and Procurement Support Services to aid in the contracting of engineering and construction companies utilizing a wide range of project delivery methods.

CONTRACTOR may be requested by the TOWN under new Task Orders to provide project specific planning, procurement, permitting, engineering, construction, administration, and management functions for approved projects.

The CONTRACTOR working as an extension of TOWN's staff will work to initiate personnel training and development to optimization services delivered to the public. CONTRACTOR will facilitate and coordinate tasks with the TOWN's personnel.

The fee for the basic services in Task Order #4 shall be performed on a time and material basis with a not to exceed amount of \$54,000 extending from March 6, 2017 thru March 6, 2018.

Project related expenses, such as mileage, at current IRS rates, and other expenses associated with providing Task Order services will be invoiced at cost.

TOWN will provide access and use of Facilities and Equipment needed in the course of the Task Order;

TOWN will provide a location for CONTRACTOR to place and use their RV with electrical, water and sewer connections;

Focused Activities

- Provide Water and Wastewater as well as limited Public Works oversight and assist TOWN's staff in the improvement of Services, including but not limited to operations and maintenance services, record keeping and reporting, housekeeping and organization, document observations
- Assist TOWN's staff with the development of a "Best in Class" procedures and practices.
- Oversee the training of TOWN's staff with preparation of reports for the regulatory agencies.
- Advise TOWN relating to regulatory agency issues.
- Work to assist in the development of Water and Wastewater Utility Staff and leadership development within this group.
- Evaluate and work with TOWN's staff to make necessary improvements to overall services provided to the citizens of Florence.
- Be available to respond to supplemental service request and emergency conditions at the request of the Town. This includes phone consultation.

Specific Tasks

North Wastewater Plant

- Assisting in procuring and managing the Job Order Contractor in the following
 - Modifying the influent channel
 - Modifying the existing headworks
 - Diffusers, Blowers, and electrical
 - Implementation of the Belt Press

South Wastewater Plant

- Modifying the existing headworks

Private party water wells and recharge negotiations

Anthem at Merrill Ranch Town Water and Wastewater Facilities

- Develop a white paper on what is needed to implement the infrastructure with respect to existing Development agreements

TOWN OF FLORENCE

By: _____

Tara Walter, Mayor

EUSI

By: _____

EUSI: _____

ATTEST:

Lisa Garcia, Town Clerk

Approved as Form:

Clifford L. Mattice, Florence Town Attorney

MINUTES OF THE TOWN OF FLORENCE COUNCIL MEETING HELD ON MONDAY MARCH 5, 2018, AT 6:00 P.M., IN THE FLORENCE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.

CALL TO ORDER

The meeting was called to order at 6:00 pm.

ROLL CALL:

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

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.

Ms. Kristen Gramando, Florence Toastmaster's, stated that the Toastmaster's were chartered on June 1, 2006 with their primary focus being the Town of Florence employees. Both she and her husband joined because they wanted to mentor the club. She is asking for new members to join.

Mr. Gramando stated that the Toastmaster's primary goal is to help people improve their communication and leadership skills. In the process, they gain self-confidence. People have been afforded job opportunities because of the skills they have learned by being a Toastmaster member. Toastmaster's is the leading network organization in Arizona. She encouraged the Town to send Town staff to the Toastmaster's meetings which are held weekly at the Green Tree Inn and Suites on Fridays at noon.

PRESENTATIONS

Presentation celebrating Laura Carter for her 20 years of dedicated service with the Town of Florence.

Mr. Bryan Hughes, Community Services Director, congratulated Ms. Laura Carter, Senior Center Recreation Coordinator, for her dedication and service to the seniors and the Town of Florence. Her dedication and professionalism is what makes the Senior Center a success. She was presented with a service award.

Florence Town Council Meeting Minutes

March 5, 2018

Page 1 of 16

Mayor Walter thanked Ms. Carter for her service. She is very caring and is known to check on the seniors during her days off and always goes above and beyond for them.

Ms. Laura Carter, Senior Center Recreation Coordinator, thanked the Council for the acknowledgement. Her plans are to retire in September 2018. She thanked the Council for their continued support of the Senior Center.

Presentation by Alkeme, LLC on a biogas project.

Mr. Brent Billingsley, Town Manager, stated that Council approved staff to begin negotiations with Alkeme, LLC, for a possible future development agreement to build a biogas facility in Florence. He introduced Mr. Vinh Chung, CEO, Alkeme, LLC.

Mr. Vinh Chung, Chief Executive Officer, Alkeme, LLC, introduced Roger Simard, Chief Financial Officer, and Mr. Michell Sequeira, Chief Operations Officer. He also provided a presentation, in which he outlined the following:

- Energy Efficiency Opportunity
 - *“Pollution is nothing but the resources we are not harvesting. We allow them to disperse because we are ignorant of their value.” - Richard Buckminster Fuller*
 - Alkeme promotes philosophy of doing more with less
- Global Biogas Generation

Tab. 1: Exemplary methane yields from digestion of various plants and plant materials as reported in literature (Data compilation after Braun, 2007)

Methane yield (m³ per t volatile solids)

Maize (whole crop)	205–450	Barley	353–658
Wheat (grain)	384–426	Triticale	337–555
Oats (grain)	250–295	Sorghum	295–372
Rye (grain)	283–492		
Grass	298–467	Alfalfa	340–500
Clover grass	290–390	Sudan grass	213–303
Red clover	300–350	Reed Canary Grass	340–430
Clover	345–350	Ryegrass	390–410
Hemp	355–409	Nettle	120–420
Flax	212	Miscanthus	179–218
Sunflower	154–400	Rhubarb	320–490
Oilseed rape	240–340	Turnip	314
Jerusalem artichoke	300–370	Kale	240–334
Peas	390		
Potatoes	276–400	Chaff	270–316
Sugar beet	236–381	Straw	242–324
Fodder beet	420–500	Leaves	417–453

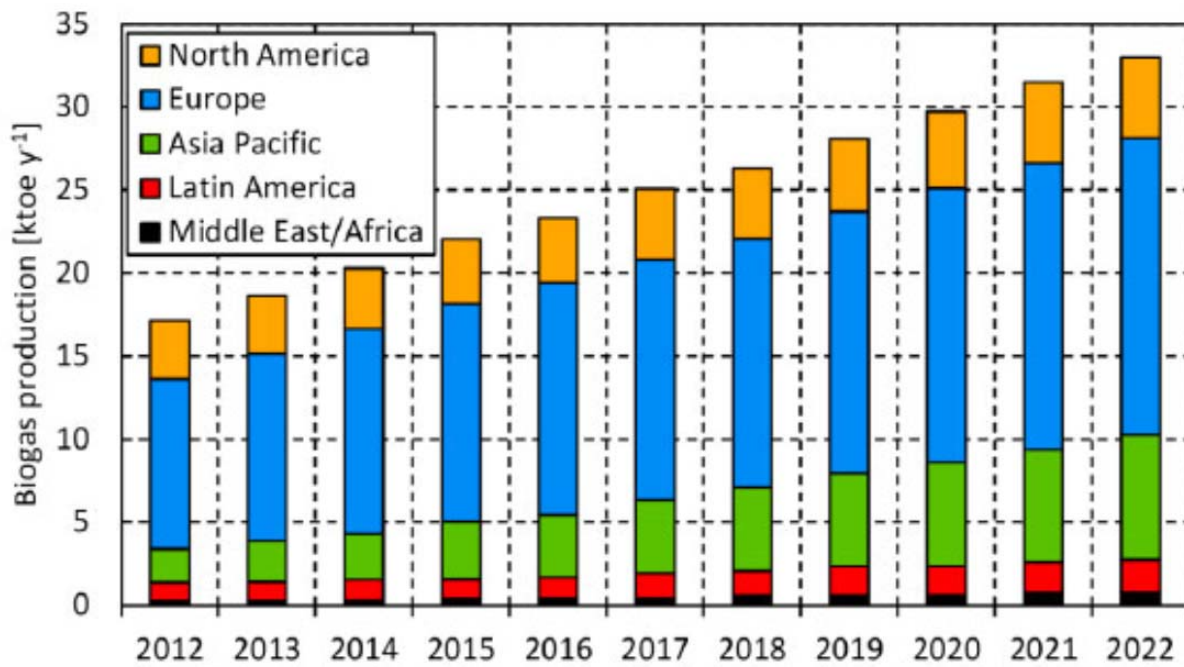
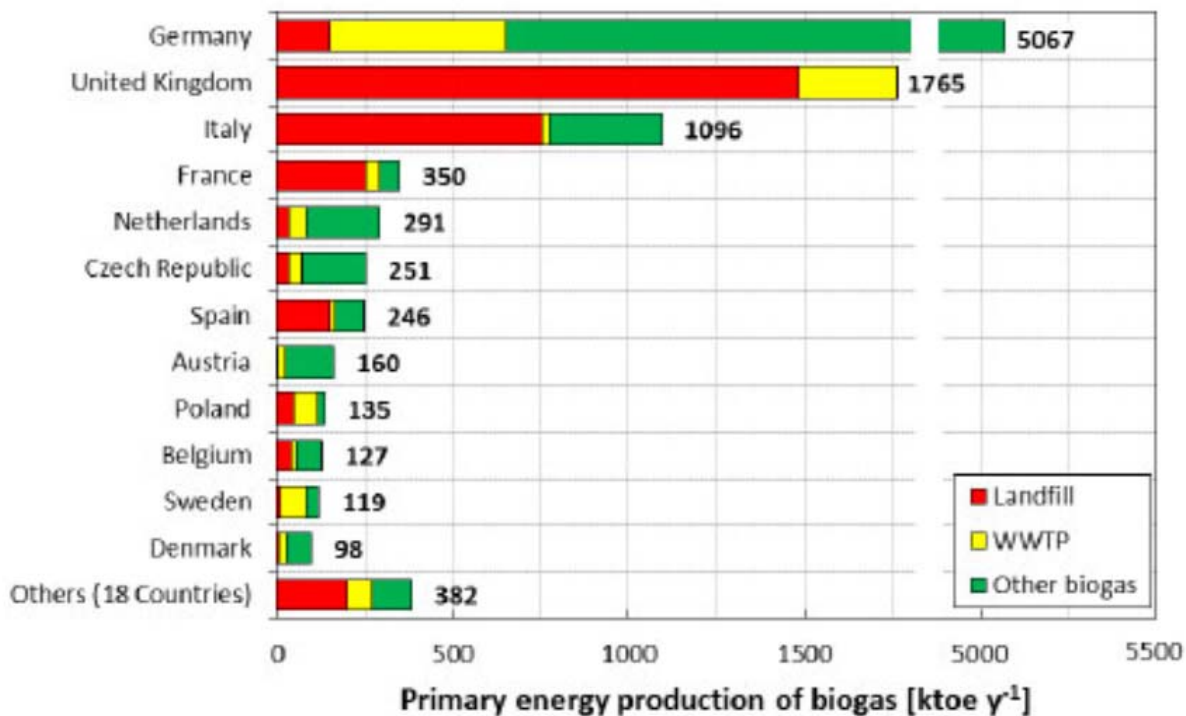
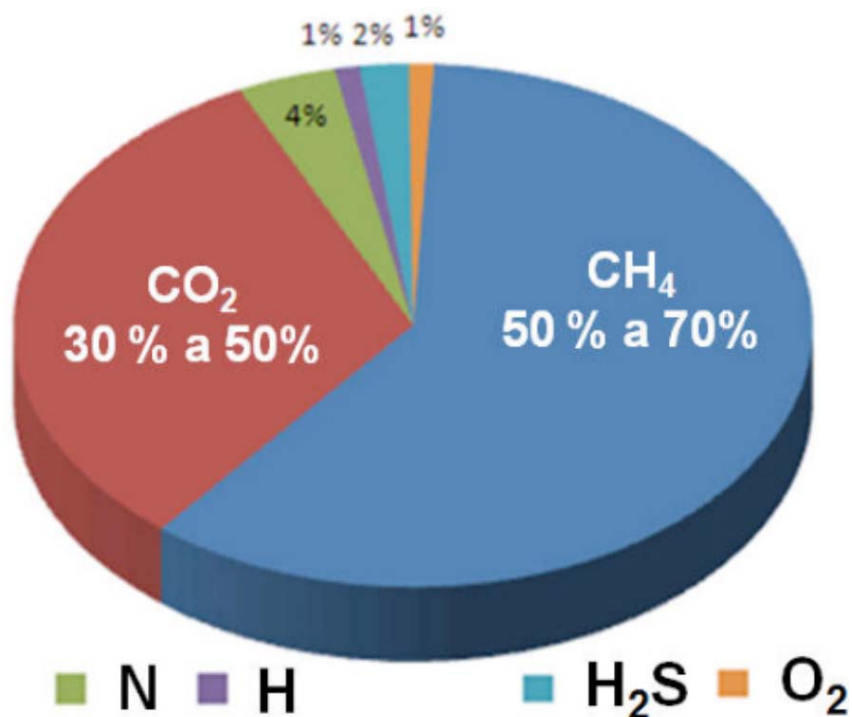
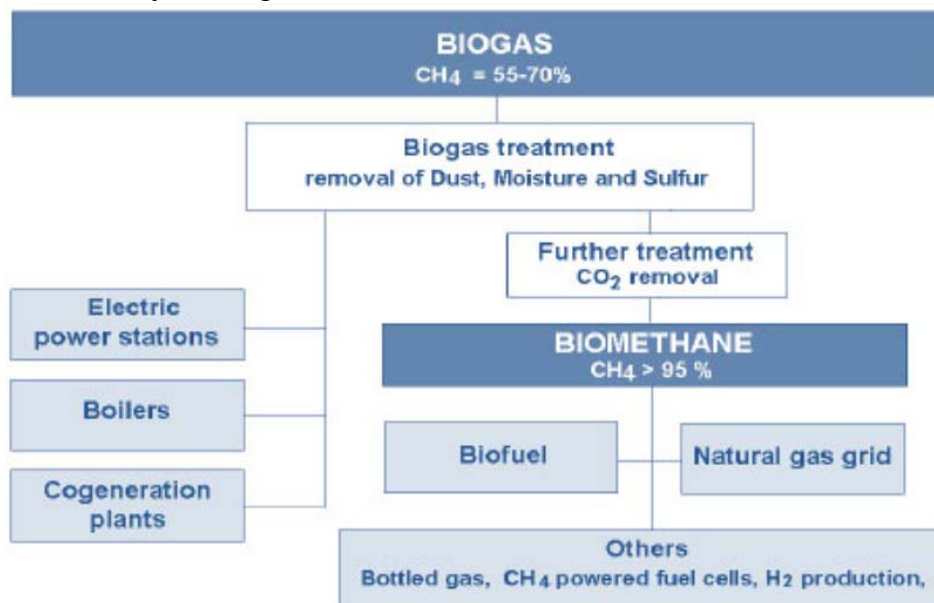


Figure 1. Biogas production at 2012 and trend to 2022 in different areas of the world (Pike Research, 2012).



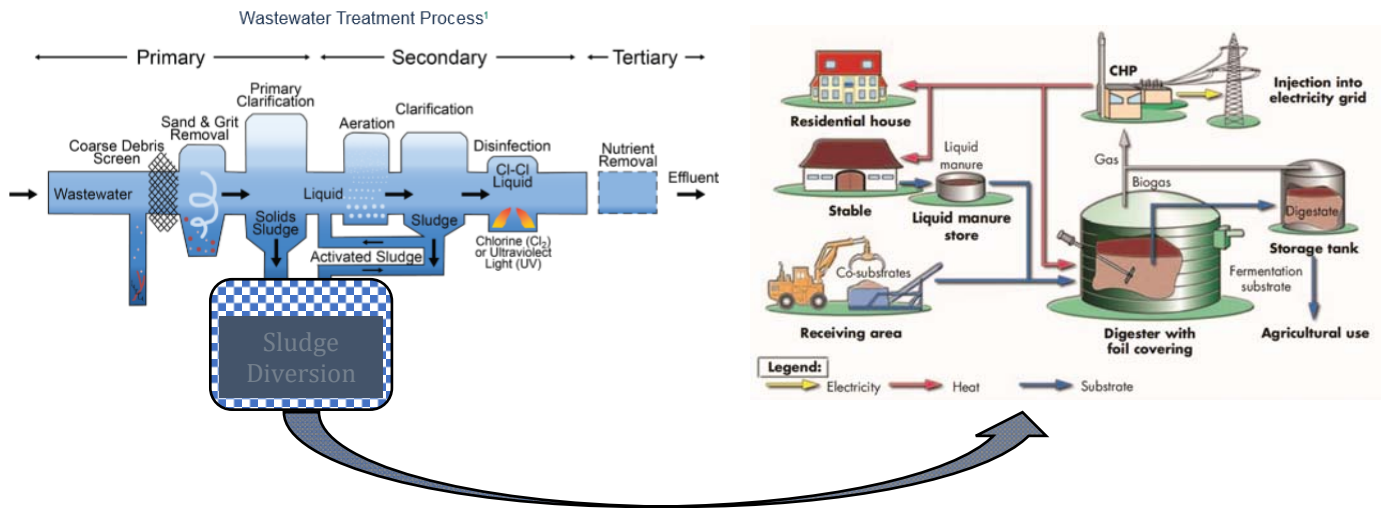
- Diversity of Biogas



- Why biogas; biogas versus solar or wind

- All three are renewable
- Provides another degree of freedom due to the design of the insulation
- Because they are producing gas, it can be transported to the area of use
- With biogas plant, you can throttle the gas to meet the demand
- Cost savings with using biogas
- Can generate heat and electricity through Cogen process

- WWTP Synergy - Waste and Energy Streams



- Town of Florence Nopal Energy Project

- A public-private joint-venture
- Plant production
 - Harvest after 90-120 days from planting; 40k Nopal per hectare
- CO₂ Sequestration
 - 3k tons of CO₂ per 40k nopal
- Energy production
 - Up to 30k MWh annually
- Jobs
 - four jobs per 10 Hectare
- Nopal plantation
 - Adjacent to Florence municipal waste water treatment plant
- Bio Digester
 - Setup bio waste capture infrastructure for the prison, landfills and farms as feedstock.
 - Install bio digester and biogas capture system onsite of WWTP South Plant.
 - Digester is closed digester design to facilitate the reaction for biogas production
 - There will be no odor issue
- Energy distribution
 - Inject bio-methane into LNG utility pipeline for distribution, generate heat and electricity for direct use and distribution, or compress (as CNG) for fleet use.
- Nopal Energy – Town of Florence – Path to sustainability
 - Gain Cooperation Among Stakeholders
 - Create a Sustainable Infrastructure
 - Develop a Sustainable Business Model
 - Promote Economic Development & Education
 - Technology Advancement

Mayor Walter inquired if they have done business with NopaliMex.

Mr. Chung responded that they have not done business with NopaliMex. He stated that the biogas that can be produced from the nopals and can be refined to 95%. Biogas consists of methane and CO₂. Once refined, it can be utilized for fueling fleets. He stated that the technology that they use exists. There is no research development for that particular aspect of the biogas production. They are leveraging the existing knowledge and applying it to their project. There is a great deal of confidence that there is an opportunity to generate wealth for the city as well as their investors.

Mayor Walter inquired how much water will the project utilize.

Mr. Chung stated that the waste stream that comes out of the digesters can be made into compost and can be sold on the wholesale market. It can also be retained in its liquid form and fed back into the nopal growth. The water will come from that path. The nopal plants utilize very little water.

Mr. Billingsley stated that the nopal crops are considered very low use crops, compared to other crops grown in our area. Since it will be located with the south wastewater treatment plant, they will be able to dewater. Treated effluent can be used as a water source for the farming operation and the process.

Mr. Chung stated that the nopal is harvested as it is needed.

Councilmember Wall inquired if they have any other similar installations that have successfully performed the same operation.

Mr. Chung stated that all of their third-party partners have done numerous similar projects.

Mr. Chung stated that there are opportunities to create jobs in Florence; however, as they expand the model to other municipalities, they can utilize the workforce that they have developed for those projects. They will utilize Patterson Enterprise and RPA for the build.

Councilmember Anderson inquired where the plants will be located and how large will it be.

Mr. Billingsley stated that the Town is in contact with different local landowners to see if they are interested in partnering with the project but it depends on the feedstock. They are early in the project and there are different variables that need to be considered.

Councilmember Larsen stated that she is optimistic about the project.

Councilmember Guilin inquired if there are any negative emissions involved regarding air or ground pollution.

Mr. Chung stated that there will be sulfur from the waste stream which is the same amount that the current waste stream has. If they convert the biogas into biomethane grade, they would be pulling a lot of the waste out and it will not be reintroduced into the environment.

Mr. Billingsley stated that the two most foul-smelling things that Florence has are sulfur dioxide and methane at the current facility which come from the headworks and bio digester. He stated

that the Town will no longer have the bio digester once the plant is up and running. The feedstock would be fed into their process which is a contained process.

Mr. Billingsley stated that Alkeme, LLC, will need to be permitted through the Environmental Protection Agency for a dust and air permit as well as through the Arizona Department of Environmental Quality.

Mr. Michell Sequeira, Chief Operations Officer, stated that the process will be very quiet and will be no louder than 80 decibels. He stated that the smell will also be contained.

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.

Authorization to enter into an Intergovernmental Agreement for provisions of services with the Pinal County Recorder, for elections and voter registration services.

Approval of the Fourth Amended and Restated Membership Agreement with the Arizona Municipal Risk Retention Pool and authorize its execution by the Town Manager.

Approval of accepting the register of demands ending January 31, 2018, in the amount of \$2,095,386.10.

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

NEW BUSINESS

Introduction of the 2018 Election Process.

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, stated that Florence will have a primary election on August 28, 2018. If all seats are not filled at that time, they will move on to a runoff election on November 6, 2018, as part of the general election. The elections will be ground elections. She stated that election will be part of a consolidated election.

Ms. Garcia stated that those who have registered to vote on the permanent early ballot will continue to do so and should receive their ballot on or about August 1, 2018.

Ms. Garcia stated that there are three seats up for election this year: Councilmember Anderson, Councilmember Guilin and Vice-Mayor Woolridge.

Ms. Garcia stated that Proposition No. 422 will also be on the ballot, which is for a permanent base adjustment. In 2016, the Town adopted a Home Rule Option and a permanent base adjustment does not affect the next four years.

Ms. Garcia stated in order to be a qualified candidate, you must be 18 years of age, reside in the Town limits for one year and be a qualified elector at the time of filing. She stated that the benefits of being on the Florence Council include:

- Having a voice in all policy decisions for Florence
- Paid \$450 monthly per month for each month served

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- Training from the League of Arizona Cities and Towns in local government
- Free Florence Gym membership

Ms. Garcia stated that Florence residents interested in running for Town Council, can pick up a candidate packet and election guide from the Town Clerk's Office beginning March 6, 2018. She stated that the candidate needs to file for office between April 30 and May 30, 2018. The filing includes:

- A nomination petition, which includes an affidavit of qualifications.
- Completed petitions with no less than 112 and no more than 224 signatures
- Financial Disclosure Statement

Ms. Garcia stated that campaign finance laws have changed. If the candidate chooses to file a Political Action Committee Statement of Organization, they are can do so at the time that they either collect or expend, in any combination, a total of \$1,100.

Ms. Garcia stated that Town staff, including the Town Attorney cannot provide legal advice regarding these matters.

Ms. Garcia discussed the registered voters and provided the following statistics as of February 5, 2018:

- Florence has 5,657 active voters
 - 68% of voters are choosing to vote by mail
- 467 inactive voters
 - Did not vote in last election
 - Mailer was returned
 - Can become active voter by voting in the next election

Ms. Garcia stated that the election laws have changed. The times in which election material is given out has changed. She stated that laws for election signs and other materials for candidates remain status quo and is still 30 days from the date of the primary election.

Ms. Garcia stated that the last date to register to vote is July 30, 2018 for the primary election and October 8, 2018 for the general election.

Ms. Garcia state that the Town has three precincts and the polling sites are considered shared polling sites. This means that Pinal County and Florence residents will both use the polling sites collectively.

Ms. Garcia stated that Town staff will hold an orientation and forum. All candidates who file will be notified of the dates along with the Council and the public.

Discussion on the Permanent Base Adjustment being added to the 2018 Primary Election Ballot. Resolution No. 1657-18:

Mayor Walter read Resolution No. 1657-18 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, PROPOSING A PERMANENT ADJUSTMENT TO THE 1979-80 BASE EXPENDITURE LIMITATION OF THE TOWN OF FLORENCE.

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, and Mr. Joe Jarvis, Finance Director presented the Council with the following presentation:

- Permanent base adjustment does not increase or decrease taxes
- Local Control
 - Transparent budget process
 - Asks the voters to allow the Town to create local control by being transparent
 - Community involvement
 - Public hearings during the budget process
 - A committee of the Town's citizens was developed for the Strategic Plan process
 - Elected Officials adopt an annual budget
 - The budget process and Strategic Plan are tied to the Town's future
- State-Imposed Expenditure Limitation
 - Municipalities have the power to change their State Imposed Expenditure Limitation through voter approval.
 - 85% of Arizona municipalities have changed their limit through either Home Rule or Permanent Base Adjustment
 - Home Rule: Election every four years; our last Home Rule election was in 2016.
 - Permanent Base Adjustment: Election after initial adoption may occur if the base needs further adjustment.
 - Home Rule: Flexible because voters approve the option every four years. After voter approval, the expenditure limitation authority is part of the budget process.
 - Permanent Base Adjustment: The vote includes the base amount over and above state expenditure limitation. This base amount is adjusted for population growth and inflation each year. Exemptions are very important.
- Florence History
 - Voters approved Home Rule all but one election:
 - Town lost Home Rule in 2014
 - Town passed two One Time Overrides (2015, 2016)
 - Town retained local control consistently for 35 years.
 - The loss of the Home Rule in 2014
 - Much of 2015 and 2016 spent planning side-by-side budget
 - Two elections were held in 2016.
 - May Special Override – Voter approved 75.9%
 - August Home Rule – Voter approved 70.0%
- Fiscal Responsibility
 - Town has reduced expenditures by:
 - Changing the way we do business
 - Developing best practices in our operations
 - Implementing fiscally conservative practices
 - Every year, citizens participate in the process to adopt the Town budget
- Proposition No. 422
 - This proposition does not raise additional money, rather, it enables the Town to spend what revenue it collects. The normal budgeting process and constraints will continue to apply.
 - A vote of Yes allows the Town to:
 - To adjust its base limit
 - Continue providing a balanced budget for Town services

- Plan for expanded services and facilities as revenues become available.
- A vote of No means the Town still has two more years remaining on the 2016 Home Rule Option. The Town would go back to the voters in 2020 to seek an additional four years of Home Rule or attempt another Permanent Base Adjustment.
- Ballot language
 - A “Yes” vote shall have the effect of allowing the Town of Florence to permanently adjust its 1979-80 base limit to maintain local control of expenditures for existing and planned Town services and programs, including: fire, emergency medical, police, streets, water/wastewater, parks, aquatics, library and recreation. This is not a tax increase or decrease.
 - A “No” vote shall have the effect of not allowing the Town of Florence to permanently adjust its 1979-80 base limit and require the expenditures of the Town instead be limited by the state-imposed expenditure limit. This is not a tax increase or decrease.
- Town services
 - Each year the Town balances its revenues with expenditure for services. In the event the Town collects revenues above the State-imposed expenditure limitation, the Town simply would not be able to spend that money on services to the citizens. This is the law.
- Local services provided
 - Police
 - Code Enforcement
 - Water
 - Wastewater
 - Aquatics
 - Fire
 - Parks and Recreation
 - Business Licenses
 - Courts
 - Street
 - Transit
 - Special Events
 - Parks
 - Library
 - Building Inspections
- Base adjustment
 - Increase sought
 - The dollar amount in the question to be presented to the voters must be written to reflect the value of dollars as of 1980. The amount to be presented to the voters does not include inflation; however, the inflationary factor since 1980 would allow the Town to expend more today.
 - Example: If the citizens are asked to increase the base adjustment by \$1,000,000, (multiply the new base number by the population factor, the inflation factor, and add in the allowed exclusions) would equal \$ 47,054,602 expenditure limit.

2019-2020 EXPENDITURE LIMITATION (see page 8)

$$\frac{25,866}{\text{Population (latest estimate)}} \div \frac{3,175}{\text{Population (1978)}} = \frac{8.1468}{\text{Population Factor}} \times \frac{714,084}{\text{Base Limitation (1979-80)}} =$$

$$\frac{5,817,500}{\text{2018-2019 Expenditure Limitation}} \times \frac{2.957}{\text{\% Change in GDP Price Deflator*}} = \frac{17,202,346}{\text{2018-2019 Expenditure Limitation}}$$

POPULATION FACTOR COMPUTATION (see page 21)

Fiscal Year	Prior Fiscal Year Population	÷	1978 Population	=	Population Factor
2019-2020	25,944	÷	3,175	=	8.1713
2020-2021	26,021	÷	3,175	=	8.1956
2021-2022	26,099	÷	3,175	=	8.2202
2022-2023	26,177	÷	3,175	=	8.2447

STATE-IMPOSED EXPENDITURE LIMITATION (See Page 21)

Fiscal Year	1979-80 Base Limit		Population Factor		Inflation Factor*		Projected State-Imposed Expenditure Limitation		Estimated Exclusions		Total Expenditures Under State-Imposed Limit
2019-2020	1,714,110	x	8.1713	x	3.0739	=	43,054,602	+	4,000,000	=	47,054,602
2020-2021	1,714,110	x	8.1956	x	3.1418	=	44,136,509	+	4,000,000	=	48,136,509
2021-2022	1,714,110	x	8.2202	x	3.2141	=	45,287,720	+	4,000,000	=	49,287,720
2022-2023	1,714,110	x	8.2447	x	3.2865	=	46,445,879	+	4,000,000	=	50,445,879

* The percent change in the GDP implicit price deflator provided in the calculation format below may change between when this Guide is prepared and the time you are actually doing the calculations for your submission to the Auditor General's Office. The changes are usually provided to cities and towns in March and September from the Arizona Department of Revenue.

- Increasing the base rate does not increase revenues, expenditures or taxes
- Increasing the base by \$451,500
 - Equals the same amount approved by voters in the 2016 Election
 - Fiscally conservative
 - Responsible budgeting
- Adopted by voters in 2016

**ALTERNATIVE EXPENDITURE LIMITATION
(Home Rule Option)
DETAILED ANALYSIS**

Pursuant to the Arizona State Constitution, the Town of Florence, as authorized by Resolution #1582-16 passed on April 18, 2016, will seek voter approval to adopt an alternative expenditure limitation, Home Rule Option, to apply to the Town for the next four years beginning in 2017-2018.

Under a Home Rule Option, if approved by the voters, the town estimates it will be allowed to expend approximately \$34,842,000 in 2017-2018, \$36,425,562 in 2018-2019, \$37,056,211 in 2019-2020 and \$38,004,483 in 2020-2021.

With approval of the Home Rule Option, the town will utilize the expenditure authority for all local budgetary purposes including public safety, parks and recreation, library, street maintenance and construction, water utility, sewer utility, sanitation and general government. We estimate that the expenditures for the next four years under the Home Rule Option will be as follows:

ESTIMATED AMOUNTS TO BE EXPENDED IN SPECIFIC AREAS

Purpose	2017-18	2018-19	2019-20	2020-21
Public Safety	9,433,948	9,992,425	9,920,447	10,145,011
Parks and Recreation	3,577,854	3,908,274	3,970,778	4,035,157
Library	403,507	415,612	428,081	440,923
Street Maintenance and Construction	5,552,370	5,711,441	5,875,284	6,044,043
Water Utility	4,896,759	5,043,662	5,194,972	5,350,821
Sewer Utility	4,045,852	4,167,228	4,292,244	4,421,012
Sanitation	823,024	847,715	873,146	899,341
General Government	6,108,686	6,339,205	6,501,259	6,668,175
Total Expenditures	34,842,000	36,425,562	37,056,211	38,004,483

- New base adjustment

STATE-IMPOSED EXPENDITURE LIMITATION										
Fiscal Year	1979-80 Base Limit		Population Factor		Inflation Factor*		Projected State-Imposed Expenditure Limitation		Estimated Exclusions	Total Expenditures Under State-Imposed Limit
2019-2020	1,165,610	x	8.6156	x	3.2118	=	32,254,275	+	4,759,661	37,013,936
2020-2021	1,165,610	x	8.7018	x	3.2817	=	33,285,972	+	4,818,951	38,104,923
2021-2022	1,165,610	x	8.7888	x	3.3549	=	34,368,646	+	4,400,000	38,768,646
2022-2023	1,165,610	x	8.8767	x	3.4311	=	35,500,804	+	4,400,000	39,900,804
2023-2024	1,165,610	x	8.9655	x	3.4311	=	35,855,944	+	4,400,000	40,255,944
2024-2025	1,165,610	x	9.0551	x	3.4311	=	36,214,283	+	4,400,000	40,614,283
2025-2026	1,165,610	x	9.1457	x	3.4311	=	36,576,622	+	4,400,000	40,976,622
2026-2027	1,165,610	x	9.2371	x	3.4311	=	36,942,160	+	4,400,000	41,342,160
2027-2028	1,165,610	x	9.3295	x	3.4311	=	37,311,698	+	4,400,000	41,711,698
2028-2029	1,165,610	x	9.4228	x	3.4311	=	37,684,835	+	4,400,000	42,084,835
2029-2030	1,165,610	x	9.517	x	3.4311	=	38,061,571	+	4,400,000	42,461,571
2030-2031	1,165,610	x	9.6122	x	3.4311	=	38,442,307	+	4,400,000	42,842,307
2031-2032	1,165,610	x	9.7083	x	3.4311	=	38,826,642	+	4,400,000	43,226,642
2032-2033	1,165,610	x	9.8054	x	3.4311	=	39,214,976	+	4,400,000	43,614,976
2033-2034	1,165,610	x	9.9035	x	3.4311	=	39,607,310	+	4,400,000	44,007,310
2034-2035	1,165,610	x	10.0025	x	3.4311	=	40,003,243	+	4,400,000	44,403,243
2035-2036	1,165,610	x	10.1025	x	3.4311	=	40,403,175	+	4,400,000	44,803,175
2036-2037	1,165,610	x	10.2035	x	3.4311	=	40,807,107	+	4,400,000	45,207,107

* The percent change in the GDP implicit price deflator provided in the calculation format below may change between when this Guide is prepared and the time you are actually doing the calculations for your submission to the Auditor General's Office. The changes are usually provided to cities and towns in March and September from the Arizona Department of Revenue.

Base adjustment of \$451,500

AELR for 2037 estimated to be \$32,391,776

FY 2036-37	\$45,207,107
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- Maintained same inflation factor for Fiscal Year 2019-2020, 2020-2021, and 2021-2022
- Estimated exclusions were left status quo for Fiscal Years 2021-2022 through 2036-2037
- Expenditure limitation has a 2% increase each year for the next 20 years
- Conservative approach
- Permanent Base Adjustment
 - Ballot measure will allow the Town of Florence to spend revenue it collects to maintain and enhance the level of services it provides.
 - The adoption will not result in an increase or decrease of taxes.
 - This proposition does not raise or collect any additional money, rather it enables the Town to spend what revenues it collects.
 - Normal budgeting process continues, this includes public hearings for citizens to provide input.
 - The Town will continue to provide a balanced budget for services provided.
 - Exemptions are very important to ensure that the Town remains under the expenditure limitation. Penalties apply if the Town over spends.
- Election activities
 - ARS §9-500.14: A municipality shall not spend or use its resources for the purpose of influencing the outcome of elections.
 - What is allowed:
 - Respond to questions about ballot measure
 - Investigate the impact of ballot measure
 - Prepare and distribute election material required by statute
 - Elected officials may speak out individually
 - Elected officials may use official title on material advocating, if paid for by elected official, not the Town
- Election Calendar
 - March 5, 2018 – Worksessions
 - March 19, 2018 – Adoption of resolution that sets the permanent base adjustment and call for an election

- April 1, 2018 – The Town must submit a summary and detailed analysis of the adjustment to the Auditor General. Town or staff is prohibited by law from influencing an election.
- April 20, 2018 – Receive comments from Auditor General
- May 30, 2018 – Deadline to receive arguments for/against the permanent base adjustment
- August 1, 2018 – Conclude pamphlet distribution; first day of early voting begins
- August 28, 2018 – Primary Election
- Roadshow
 - Staff would like to do a roadshow and present information to the public at various venues

Ms. Garcia emphasized that the Town will not expend the full base amount, but will only expend the revenues it collects. The Town cannot expend more money than it currently has.

Councilmember Hawkins inquired about the population numbers.

Mr. Jarvis explained that the Office of Economic Opportunity provide a population factor to the Town. The number provided for Fiscal Year 2019-2020 is 27,355. They divide the population number (27,355) by the population as of 1978, which was 3,175. This provides the factor of 8.6156.

Ms. Garcia stated that for this election the Town is in the second year of the Home Rule process. This election will allow staff to speak with voters about what a permanent base adjustment is. She stated that if it fails, the Town will continue and support with the Home Rule process.

Councilmember Anderson asked that the cost of a Home Rule election be included in the educational material along with what would be allowed to be spent if the Town were on the state imposed expenditure limitation versus how much is spent for services for the citizens.

Mr. Jarvis stated that the state imposed expenditure limitation was approximately \$17 million. He stated, that removing the exclusions, the Town spent approximately \$21 million. The Town collected more than \$21 million.

MANAGER'S REPORT

Mr. Billingsley stated that on March 1, 2018, Police Chief Dan Hughes attended the meeting with the national FBI Director Christopher Wray. He had the opportunity to speak on issues affecting Arizona and Florence.

Mr. Billingsley stated that Mr. Jarvis has been awarded the Government Finance Officers Association of AZ (GFOAZ) Scholarship to attend the GFOA Conference this year.

Mr. Billingsley stated that he was awarded a scholarship to attend the National Floodplain Manager's Conference in Phoenix Arizona.

Mr. Billingsley stated that one of the items in the Strategic Plan was to have more involvement in state and national organizations. Staff is getting involved and is using grants and scholarships to attend those conferences.

Mr. Ben Bitter, Assistant to the Town Manager, stated that House Bill 2479 (HB2479) passed by a margin of 39 to 19 in the House and is now with the Senate. The League of Arizona Cities and Towns as well as municipalities themselves, have lobbied to get some amendments to the bill; however, they have not been as successful as they would have liked.

Mr. Bitter stated that HB 2479 would remove the transaction privilege tax on digital goods, such as Netflix or Office 365, there would be no more sales tax on those items. This would create a direct hit to cities and towns as well as the state shared revenue. The Town estimates that it would be a loss of approximately \$77,000 in revenue to the Town of Florence. The figure does not include State or County shared revenues.

Mr. Bitter stated that with the approval of Proposition No. 416 and Proposition No. 417 for the Pinal Regional Transit Authority, there would be less money into the transportation fund to fund those important projects because the amount of tax that can be collected will be diminished. He asked that the public address their concerns with their state senator. This bill is very dangerous to the impact of the revenues the Town receives and the ability to continue with the Town projects.

Mr. Bitter stated that HB 2579, known as the Cox Communication Bill, is about state-wide licensing for video services. This bill would authorize the state to be the one who handles franchise or license agreements for Cox. The Town's agreement with Cox expires in August 2020. He stated that if the bill passes, the State would negotiate the contract and mandate the terms for the Town. The Town would not have much control over its right of way. He stated the bill is in two committees in the Senate.

Mr. Bitter stated that HB 2333 which is a home-based business bill would preempt the zoning code and say any home-based business that is deemed to have no impact to its neighbors would not be required to have a business license, which would mean that they would not have to follow zoning laws. It passed out of the house with a vote of 36 to 20. Some suggestions of the League and municipalities have been incorporated into the bill; however, it still has not been able to be fixed to the municipalities' liking. It is important that the zoning code is effective in the community and to ensure that neighbors do not have dangerous things that can impact surrounding properties. The Homeowner's Associations still could regulate home based businesses but cities and towns would not be able to regulate home based businesses.

Councilmember Hawkins stated that it is important to watch our legislature because they continually take money away from cities and towns and as well as create rules that hurt cities and towns.

DEPARTMENT REPORTS

Community Services

Courts

Development Services

Finance

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Fire
Police

The Department Reports were received and filed.

CALL TO THE PUBLIC

There were no public comments.

CALL TO THE COUNCIL – CURRENT EVENTS ONLY

Councilmember Wall stated that she received the construction forecast from Wells Fargo, which is something they publish each year. The forecast indicated that there is an extremely high level of optimism among the principals in the construction industry for the entire United States. It is a level that they have not seen for approximately 20 years. There five concerns listed in priority are:

1. Finding and paying for skilled labor
 - This has been identified as a local concern
2. Rising health care costs
3. Tax reform and legislation
4. Concerned if they are at the top of the market with regards to construction
5. Feel that there is an uncertain regulatory environment

Councilmember Wall suggested to the Arizona League of Cities and Towns that a panel discussion be held at the upcoming conference regarding private/public partnerships. She made this suggestion with Innovation Pavilion and Alkeme, LLC, Pinal County, Florence Unified School District, and the Town be involved.

Councilmember Wall stated that she enjoyed the tour of the Horizon Health Facility. The building is very large and in good condition. They have made improvements in order to open their observation unit by mid-year.

Councilmember Guilin stated that she also attended the tour. They are having a job fair on March 6, 2018, and are hiring for approximately 40 positions.

Councilmember Hawkins stated that the Aero Modelers are having their fifth anniversary celebration titled “Warbirds over Floreence” at Bohn Air Field on March 10, 2018. They will have a dedication of their new race car track as well as live demonstrations.

Vice-Mayor Woolridge stated that Horizon Behavioral Health Center is located on Adamsville Road. She encouraged those looking for employment to attend the job fair.

Mayor Walter thanked Chief Hughes, Chief Strayer and Mr. Billingsley for reading to the students during the “I Love to Read Week”. It was much appreciated.

Mayor Walter stated that the Florence Unified School District will host a job fair to hire educators, bus drivers and para-professionals. The job fair will be held on March 10, 2018.

ADJOURN TO EXECUTIVE SESSION

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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 and contract negotiations with Pulte Home Company L.L.C. related to the Anthem at Merrill Ranch project.

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

ADJOURN FROM EXECUTIVE SESSION

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

ADJOURNMENT

On motion of Councilmember Anderson, seconded by Councilmember Larsen, and carried to adjourn the meeting at 8:32 p.m.

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 March 5, 2018, 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 COUNCIL MEETING HELD ON MONDAY, MARCH 19, 2018, 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 6:02 pm.

ROLL CALL:

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

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. Jose Maldonado, Commander, American Legion Post #9, introduced himself to the Council. He stated that he is the new commander and is excited to be part of the community. He stated that the four pillars of the American Legion are: advocacy, troop support, youth programs and Americanism. He stated that they participated in the Car Show event and held open membership, which was successful. They also participated in the Nation Guard Stand Down event and will participate in the Road to Country Thunder event. He stated that the American Legion is here for the community and the children.

Ms. Cathy Adam, Florence Resident, stated that there has been some confusion on the correct name of the cemetery on Adamsville Road. She will continue to research the cemetery's name because some call it AOUW Cemetery while others call it Adamsville Cemetery.

Mr. Donald Woolridge, Florence Resident, advised the Town that someone is tagging the wall on the vacant lot next to his home. He asked that this information be forwarded to the appropriate personnel.

ADJOURN TO MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO.1.

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

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Public Hearing on Feasibility Report for Projects (Assessment Area Nine).

Mr. Joe Jarvis, District Treasurer, stated that this is for a special assessment within District No. 1, Units 3, 5, 7, 52, and 56A, in an amount not to exceed \$1.477 million.

Boardmember Wall inquired if the special assessment will be the same as the others within Anthem.

Mr. Jarvis responded that the special assessments will be the same at \$3,500 per lot with the ability to pay it off in full or throughout the life of the bond. Pinal County will be responsible for the billing of the assessments.

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

RESOLUTION NO. MRCFD1 137-18:

Chairman Walter read Resolution No. MRCFD1 137-18 by title only.

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A NINTH AMENDMENT AND WAIVERS (ASSESSMENT AREA NINE) FOR DISTRICT DEVELOPMENT, FINANCING PARTICIPATION, WAIVER AND INTERGOVERNMENTAL AGREEMENT; AUTHORIZING AND RATIFYING THE GIVING OF NOTICE OF HEARING WITH RESPECT TO APPROVING A FEASIBILITY REPORT; AND APPROVING SUCH FEASIBILITY REPORT AND ORDERING THE WORK WITH RESPECT THERETO.

Mr. Jarvis stated that it is a requirement of the assessment that the Board have two separate resolutions related to the items.

On motion of Boardmember Anderson, seconded by Boardmember Larsen, and carried to adopt Resolution No. MRCFD1 137-18.

RESOLUTION NO. MRCFD1 138-18:

Chairman Walter read Resolution No. MRCFD1 138-18 by title only.

A RESOLUTION APPROVING THE ASSESSMENT DIAGRAM AND METHOD OF ASSESSMENT WITH RESPECT TO ASSESSMENT AREA NINE AND PROVIDING FOR THE LEVY OF THE RELATED ASSESSMENT AND AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$1,477,000 AGGREGATE PRINCIPAL AMOUNT OF SPECIAL ASSESSMENT LIEN BONDS (ASSESSMENT AREA NINE) AND APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDENTURE OF TRUST AND SECURITY AGREEMENT AND CERTAIN OTHER DOCUMENTS WITH RESPECT TO THE BONDS.

On motion of Boardmember Guilin, seconded by Boardmember Hawkins, and carried to adopt Resolution No. MRCFD1 138-18.

Approval of the February 5, 2018 Merrill Ranch Community Facilities District No. 1 Special Meeting minutes.

On motion of Vice-Chairman Woolridge, seconded by Boardmember Larsen, and carried to approve the February 5, 2018 Merrill Ranch Community Facilities District No. 1 Special Meeting Minutes.

ADJOURN FROM MERRILL RANCH COMMUNITY FACILITIES DISTRICT 1.

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

ADJOURN TO MERRILL RANCH COMMUNITY FACILITIES DISTRICT 2.

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

Approval of the February 5, 2018 Merrill Ranch Community Facilities District No. 2 Special Meeting minutes.

On motion of Boardmember Guilin, seconded by Boardmember Anderson, and carried to approve the February 5, 2018 Merrill Ranch Community Facilities District No. 2 Special Meeting Minutes.

ADJOURN FROM MERRILL RANCH COMMUNITY FACILITIES DISTRICT 2.

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

PRESENTATIONS

Acceptance of a \$4,500 donation to assist in the purchase and training of a new dog for the Florence Police Department Canine Program.

Mr. Dan Hughes, Police Chief, recognized Theresa Van Cleave, Susan Weber, Susan Else and Debbie Gill for their support of the Police Department and for their generous donation. They are always willing to assist the Police and Fire Departments with whatever is needed. They have organized water drives for the summer months which has always been beneficial.

Chief Hughes stated that Russ has been a K-9 Officer with the Police Department for several years and, though he is still working, he is ready to retire. The Town needed to raise funds for his replacement because it was not a budgeted item.

Chief Hughes stated that he has asked for their assistance to raise funds for the purchase of a new dog and training. They, along with another source, were able to assist with the funding.

Chief Hughes presented each of them with a plaque in appreciation for their help. He stated that Florence is fortunate to have such great citizens to support the Town.

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Ms. Van Cleave stated that it is a pleasure to assist the Police and Fire Departments.

Retirement presentation celebrating David Elliott's March 30, 2018 retirement after 35 years of service to the Town of Florence.

Mr. Brent Billingsley, Town Manager, congratulated Mr. Elliott on his retirement and for his service to the Town. He provided an overview of Mr. Elliott's employment with the Town and stated that Mr. Elliott has worked with a variety of Councils, Town Managers and Directors throughout the course of employment. Mr. Elliott has always been a constant with the Town. He will be missed and wished him well on his retirement.

Mr. Chris Salas, Development Services Manager, presented Mr. Elliott with an award in appreciation of his service to the Town. He stated that it has been a pleasure to work with Mr. Elliott. He is a valued employee of the Town and is someone who pushes the management to always do its best. He stated that he will be missed and wished him well.

Mr. David Elliott, Mechanic, thanked the Council and provided an overview of how he has watched the Public Works Department grow and the various positions that he held while employed.

Update on operations and services offered by the Horizon Health and Wellness by Norman E. Mudd and team.

Mr. Billingsley stated that Horizon Health and Wellness purchased the hospital on Adamsville Road and has spent millions on rehabilitating the facility in preparation for the opening in April 2018. They have been a wonderful partner with the Town with regards to their projects. They will add jobs to the Town and provide options that currently do not exist.

Mr. Gustavo McGrew, Director of Community Relations, stated that it has taken over two years to get the center open.

Mr. McGrew, Ms. Julie Flack, Chief of Inpatient and Crisis Services, and Ms. Judy Stith, Chief Financial Officer, provided a presentation, in which they outlined the following:

- Provided visuals of draft signage for the building
- Project status
 - Phased Construction
 - Provided depictions of what the signs will look like
 - Phase I
 - Ribbon Cutting April 6, 2018 from 1:00 pm – 3:00 pm
 - 26 bed Adult Observation Unit construction completed in March
 - Water Supply enhancement for fire safety
 - Chemical sanitizing of waterlines
 - Repair 100% of sewer waterlines
 - Replace boilers for heating and cooling
 - Repair chillers
 - Primary Care Clinic
 - Outpatient Behavioral Health Services
 - 60+ jobs brought to the Town of Florence

- Phase II
 - 16-bed Inpatient Non-IMD Level One Psychiatric Unit
 - 18-bed Children's Observation Unit
 - Children's Crisis Walk-in Clinic
 - An additional 60+ jobs brought to the Town of Florence
 - Completion date TBD
- 23 Hour Adult Observation Unit
 - Psychiatric Emergency Services
 - 23-hour Crisis Stabilization and Observation Unit
 - Capacity is 26
 - Benefits
 - Immediate Risk Reduction for the community
 - Reduced number of psychiatric holds in hospital ERs
 - Coordination of Care
 - Assistance with AHCCCS enrollment
 - Screen for eligibility of benefits
 - 24-hour access to a Behavioral Health Medical Provider
- No Wrong Door Policy
 - Law enforcement can bring in those in need of services and be back in services within a matter of minutes
 - If they are unable to provide service, they will find the resources and transportation to provide the appropriate care
 - Police Officer does not have to wait or transport
- Patient Care
 - Immediate crisis stabilization in a safe and caring environment
 - Initial Risk Assessment and treatment plan
 - Psychosocial Assessment
 - Psychiatric Evaluation
 - Admit with or without insurance
 - Voluntary/Involuntary admittance
 - Comprehensive discharge plan
 - There will be no late discharges
 - Discharges will only be done from 7:00 am – 7:00 pm
 - Customized follow up support services
 - Transportation arrangements
- Crisis Walk-In Clinic
 - Persons who may be experiencing a behavioral health emergency
 - Persons in need of urgent evaluation for psychotropic medication refills
 - Connection to behavioral health services with qualified providers
- Other Services and Benefits
 - Coordination of Care with family, other services and providers
 - Integrated treatment for co-morbid medical conditions such as diabetes and hypertension
 - Court Ordered Evaluations/Involuntary Evaluation Services
 - Possible Genoa On-Site Pharmacy
 - Possibly renting out space for radiology services On-Site

Mayor Walter stated they will also hire drivers to take the patients to their next level of care or residence regardless of insurance.

Mayor Walter inquired when they will bridge over to offer juvenile services.

Ms. Flack stated that there are several phases to the project. The observation unit and bridge clinic will open and service adults. The same type of program will be created for adolescents and they will start construction by the end of 2018.

Ms. Stith stated that they will be able to provide outpatient services when they open.

Councilmember Larsen stated that one of the major points was that they will not do discharges in the evenings. They will only do discharges from 7:00 am to 7:00 pm.

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.

Approval of the upfitting of two new Police Interceptors by Creative Communications, in an amount not to exceed \$27,422.22.

Approval of the February 5, February 20 and February 28, 2018 Town Council Meeting minutes.

**Receive and file the following board and commission minutes:
February 8, 2018 Arts and Culture Commission meeting minutes.**

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

UNFINISHED BUSINESS

Resolution No. 1657-18:

Mayor Walter read Resolution No. 1657-18 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, PROPOSING A PERMANENT ADJUSTMENT TO THE 1979-1980 BASE EXPENDITURE LIMITATION OF THE TOWN OF FLORENCE.

Mr. Joe Jarvis, Finance Director, stated that the population figures have been updated by the State, which increased the allowable amount for the base expenditure limitation. The amount requested is \$200,000 higher than what was previously presented.

Mr. Billingsley clarified that the methodology is the same as the last meeting. The amount is still the minimum, lowest, and most conservative, which was what Council has requested. The population increased, which increased the dollar amount in the formula.

Mr. Jarvis explained that they are still presenting the number of \$451,500, with the goal of tying it back to Proposition 411, in which the citizens approved by 70% in 2016.

Councilmember Wall stated that the City of Tempe recently approved this type of proposition. She stated that if Council adopts Resolution No. 1657-18, it authorizes the Town to place this issue on the ballot for the voters.

Mr. Jarvis stated that if it is approved, Ms. Lisa Garcia, Deputy Town Manager/Town Clerk and he will prepare the required documents to be placed on the ballot for the election in August.

On motion of Councilmember Guilin, seconded by Councilmember Larsen, and carried to adopt Resolution No. 1657-18.

NEW BUSINESS

Discussion/Approval/Disapproval of accepting the resignation of Carl Bell from the Planning and Zoning Commission.

Mr. Billingsley stated the Mr. Bell has submitted his resignation due to personal reasons. He stated that the Clerk's Office will advertise for the vacancy.

On motion of Councilmember Hawkins, seconded by Councilmember Larsen, and carried to accept the resignation of Carl Bell from the Planning and Zoning Commission.

Discussion/Approval/Disapproval of entering into a Memorandum of Understanding for the Florence Science, Technology, Entrepreneurship, and Mastery Academy (Florence STEM School) with Pinal County, Florence Unified School District and Startup Pavilion Inc., dba Innovation Pavilion Inc.

Mr. Billingsley stated that the Town previously entered into a development agreement with Startup Pavilion, Inc., dba Innovation Pavilion, Inc. to provide improvements to the Town on five different elements. One of the elements is education. He stated that the partnership has been enhanced to include Pinal County and the Florence Unified School District.

Mr. Billingsley stated the Memorandum of Understanding (MOU) is between the four parties to work towards building a STEM Academy in Florence. There have been many discussions regarding;

- Size
- Location
- Curriculum
- Type of audience
- Is Florence the right place or should it be elsewhere within the school district

Mr. Billingsley stated that it is not an agreement to build a school, but rather a group of parties coming together with a series of steps and a timeline to work towards providing the STEM Academy. The last page of the MOU outlines each entities responsibilities toward that goal. The Florence Unified School District has approved the MOU.

Mayor Walter stated that there were changes to the MOU from the last time Council reviewed it, and asked that Mr. Billingsley outline the changes.

Mr. Billingsley stated the changes are:

- Clarified from Pinal County to Pinal County Schools Office within the agreement
- Initial version of agreement only pertained to the old elementary school, which is approximately 24,000 square feet. The revised version has been expanded to 85,305 square feet, which is all of the square footage for the full Florence K-8 campus.
- Clarified Section 2.5.1 under Implementation Section – A sentence was added: The parties acknowledge and agree that the intent of the project is to create a one of a kind educational experience in Arizona based on the Highlands Ranch STEM Academy in Colorado, with the District maintaining ultimate authority over operational decisions.
- Update to the Indemnification Section - There is a joint indemnity, an Executive Order 2009-09 was included as well as ARS §§ 41-4401 and 23-214A.
- The entire insurance section was rewritten to ensure that they could include all four entities and individual insurance requirements to work together.

Mayor Walter inquired how Mr. Billingsley feels about the amendments.

Councilmember Wall and Councilmember Larsen stated that they are in support of the MOU.

Mr. Billingsley stated that this is new and a set of rules was needed to bring all parties together towards a common goal. The agreement sets that path.

Mayor Walter stated that Mr. Billingsley has spent approximately 200 hours on this project and will have a positive impact on the future of our community.

On motion of Councilmember Hawkins, seconded by Councilmember Guilin, and carried to enter into a Memorandum of Understanding for the Florence Science, Technology, Entrepreneurship, and Mastery Academy (Florence STEM School) with Pinal County, Florence Unified School District and Startup Pavilion Inc., dba Innovation Pavilion Inc.

Discussion/Approval/Disapproval of a Notice of Intent to discuss the potential to adjust utility rates for the Town of Florence and set a public hearing for May 21, 2018.

Mr. Jarvis stated that a presentation was provided to Council on February 28, 2018 regarding the water and sewer rates. A requirement for the Council to consider holding a public hearing is a Notice of Intent. The request is to authorize staff to begin the process of setting the public hearing. At the public hearing, Council will have the opportunity to make a decision as to what they would like to do going forward.

Mr. Jarvis stated that the Florence Rate Study draft is on the Town's website, at the Dorothy Nolan Senior Center and Town Hall for citizens to review. The Notice of Intent for Consideration of Rate Adjustments will be advertised in the Florence Reminder. The public hearing will occur on May 21, 2018. It is staff's intent to advertise for the public hearing next week if Council directs staff to do so.

Mr. Jarvis stated that the Town received notification from Right Away Disposal on January 31, 2018, of their intent to increase the sanitation rates, based on CPIU, by \$0.32. Per their contract, they are authorized to increase their fees annually. He stated that this is the first time in five years that they have elected to increase the fees. Staff is including this in the Notice of Intent. Should Council choose not to adjust the rates, the increase will be absorbed by the sanitation fund. The customers are currently paying \$17.00 and the fee will increase to \$17.32.

Mr. Jarvis stated that Willdan presented three different scenarios for the water and sewer rates. The three scenarios are available on the Town's website for the public's view. The scenarios are an option for Council to select from; however, the Council can elect to choose a different scenario than one of the three.

Councilmember Wall asked that each of the scenarios be clearly identified on the website.

On motion of Councilmember Anderson, seconded by Councilmember Guilin, and carried to approve a Notice of Intent to discuss the potential to adjust utility rates for the Town of Florence and set a public hearing for May 21, 2018.

MANAGER'S REPORT

There was no report.

CALL TO THE PUBLIC

There were no public comments.

CALL TO THE COUNCIL – CURRENT EVENTS ONLY

Councilmember Wall thanked the Coventry Neighborhood for their generous donation and their continued support of the Police and Fire Departments as well as the Town. She stated that she and her husband visited the AOUW Cemetery and was impressed with the dates of the burials. Some have occurred over 100 years ago. She asked that Council consider the cemetery because of the value it has to the Town. The Town does not own the cemetery and is not sure what the Town can do to preserve it but hopes that there is a resolution for preserving it.

Councilmember Guilin wished Mr. Elliott the best on his retirement. She commended him on his 35 years with the Town. It is unusual for an employee to work for the same employer for that duration. He is a hard-working and ethical person who always has a smile on his face. She thanked him for his service to the Town.

Councilmember Larsen stated that she, along with other Councilmembers, attended the ribbon cutting for the RC track at the Aero Modelers Park. They encourage the youth to bring their remote control cars to the track and encourage them to join their association, free of charge. It is a great opportunity for intergenerational connections to be made. She appreciated Mr. Elliott being a loyal employee.

Vice-Mayor Woolridge thanked Mr. Bell for his service on the Planning and Zoning Commission as well as Mr. Elliott for his service to the Town. She wished him well on his retirement.

Vice-Mayor Woolridge thanked the Council for the opportunity to attend the training in Washington D.C. It was an eye-opening experience. She stated they learned a lot and were in one of the largest groups who attended, which was municipalities with a population of less than 50,000. She stated that the biggest topic was transportation and infrastructure. She stated that they need to find ways to stop the federal government from passing the costs down to the local level. She stated the Town is doing a good job with regards to transportation.

Vice-Mayor Woolridge discussed a new program called FirstNet, which allows public service agencies to be able to speak with one another and to have interoperable connectivity. She stated that she also attended a class of public/private partnerships and feels that the Town is above the curb on this item. She stated that the Town should do a presentation for them because the Town has a unique situation.

Vice-Mayor Woolridge stated that Mayor Walter was asked to sit on a panel and she did a great job on the panel. She brought back a copy of the report that they did. She stated it is important that the Town has a presence and keep on top of what is happening on the federal level.

Mayor Walter stated that she submitted an article to the Florence Reminder summarizing the experience of the Washington D.C. training. She stated that in their group, the smallest town represented has a population of 2,000 and the largest town has a population of 50,000. She stated that they found similarities as well as diversities within their communities as well as issues that were transcendent throughout as well on how they are addressing the issues and moving forward.

Mayor Walter stated that the infrastructure needs are diverse and complex and local governments are doing all that they can to address those needs. The Town needs to be competitive and keep up with the times instead of a 1950s infrastructure. The Town needs to be planning and preparing for the 2050 infrastructure. The Town has been addressing those needs as well as economic development and public/private partnerships. She stated that it would be beneficial of all Council, at some point, attend the conference.

Mayor Walter brought back the book titled: "The Amazing City" by James C. Hunt for the Council to read. He is a Past President of the National League of Cities. He visited 27 different communities and wrote about what sets them apart from other communities. She had a great conversation with him and invited him to visit Florence.

Mayor Walter stated that she attended the Greater Florence Women's 25th Fashion Show. They had escorts from the Police and Fire Department personnel. It was a great event.

Mayor Walter stated that the Masonic Lodge will have a tour on March 24, 2018. She stated that the Road to Country Thunder will be on March 31, 2018.

Mayor Walter stated that they met with a congressman from Kansas as well as Congressman Gossar; unfortunately, Senator McCain was not available.

ADJOURN TO EXECUTIVE SESSION

- a. 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),**

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(A)(4) and (A)(7) to consider its position and instruct its representatives and/or attorneys regarding:

- b. Possible contract negotiations related to garbage service provided by Right Away Disposal.
- 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.
- f. Pinal County Air Quality Control District Permit Class II Renewal, Permit No. B31219.000, Florence Copper, Inc. Update.
- g. 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.
- h. Possible contract negotiations related to the proposed Project Radius development project.

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

ADJOURN FROM EXECUTIVE SESSION

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

ADJOURNMENT

On motion of Councilmember Larsen, seconded by Councilmember Wall, and carried to adjourn the meeting at 8:55 p.m.

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 March 19, 2018, 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 ARTS AND CULTURE COMMISSION
REGULAR MEETING HELD ON THURSDAY, MARCH 8, 2018 AT 2:30 P.M. IN
RUGGLES ROOM 1, LOCATED AT 778 N. MAIN STREET, FLORENCE, AZ.**

1. CALL TO ORDER

Chair Rankin called the meeting to order at 2:30 p.m.

2. ROLL CALL:

Present: Curran, Hagemann, Noack, Rankin

Absent:

3. PLEDGE OF ALLEGIANCE

4. NEW BUSINESS

a. Discussion/Approval/Disapproval of Minutes from the February 8, 2018 Regular Meeting.

On motion by Commissioner Curran, seconded by Vice-Chair Noack, and carried to approve the minutes from the February 8, 2018 regular meeting.

b. Discussion/Approval/Disapproval of Arts and Culture Programming – Spring 2018.

Liaison Bryan Hughes updated the Commission on the Quick Draw Art Event. Chair Rankin stated that having the Suter House on the Home Tour helped draw in more people. Chair Rankin shared with the Commission suggestions given to her for next year's Quick Draw Art event.

Commissioner Curran updated the Commission about the String of the Sonoran concert. Commissioner Curran shared that he had passed out many flyers and the day of the concert it was standing room only. Commissioner Curran suggested hosting another concert maybe in the Fall.

Liaison Hughes reminded the Commission that the Family Kite Festival will be on Saturday, March 10, 2018 at the Library and Community Center.

c. Discussion/Approval/Disapproval of jury process for exhibits or shows.

Liaison Hughes stated to the Commission that he had reviewed files on the jury process for exhibits and shows for the Arts and Culture Commission and concluded that all seemed to be in order but suggested updating per event if needed.

d. Discussion/Approval/Disapproval of future Suter House art exhibits.

Chair Rankin stated she inquired about using the Pedro Guerrero prints the Historical Society has for an art exhibit but feels that the Pinal County Historical Museum may not want to release or even let the prints leave the building.

Liaison Hughes asked for ideas for the Water/Ways exhibit. Chair Rankin suggested photos or paintings that are strictly water themed. Liaison Hughes asked for one of the Commissioners to volunteer to take lead on the Water/Ways exhibit. Commissioner Curran volunteered to take the lead for the Water/Ways exhibit.

In addition, Commissioner Curran suggested having the previous Smithsonian exhibit "Journey Stories" be printed and possibly have the Main Street Program pay for it.

e. Discussion/Approval/Disapproval of Main Street Mural Project.

Liaison Hughes stated there were no updates on the Main Street Mural Project grant application but did receive authorization from the property owner to repair and replace the mural.

5. CALL TO THE PUBLIC/BOARD RESPONSE

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

Ms. Ruth Harrison spoke to the Commission about the Strings of the Sonoran concert. Ms. Harrison enjoyed the music very much.

6. CALL TO THE COMMISSION- CURRENT EVENTS ONLY

7. ADJOURNMENT

On motion by Commissioner Hagemann, seconded by Vice-Chair Noack, and carried to adjourn the meeting at 3:00 P.M.

Approved:


Ann Rankin, Chairman

Posted 13th day of April 2018, by Maria Hernandez, Deputy Town Clerk, at 775 North Main Street and 1000 South Willow Street, Florence, Arizona 85132 and at www.florenceaz.gov.

REGULAR MEETING OF THE PLANNING AND ZONING COMMISSION OF THE TOWN OF FLORENCE HELD THURSDAY, JUNE 1, 2017, AT 6:00 P.M., IN THE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.

CALL TO ORDER

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

ROLL CALL:

Chairman Pranzo	Present
Vice-Chairman Putrick	Present
Commissioner Bell	Absent
Commissioner Frost	Present
Commissioner Smidt	Present

PLEDGE OF ALLEGIANCE

Chairman Pranzo led the Pledge of Allegiance

DISCUSSION/APPROVAL/DISAPPROVAL of the minutes of the regular meeting conducted on April 20, 2017.

On motion by Vice-Chairman Putrick and seconded by Commissioner Smidt the minutes of April 20, 2017 were approved by unanimous consent.

NEW BUSINESS

A. Merrill Ranch, Unit 10 (PZ-17-29)

PRESENTATION/APPROVAL/DISAPPROVAL - A Preliminary Plat application for Merrill Ranch, Unit 10 submitted by Southwest Value Partners. The subject subdivision is located at the northwest corner of Felix Road and National Way.

Michelle Orton, Senior Planner gave a brief report to the proposed Preliminary Plat application for Merrill Ranch, Unit 10 Subdivision. This subdivision is one of many in the approved Merrill Ranch (MR) Planned Unit Development (PUD). Staff stated that the size was 33.84 acres and a proposed 137 single-family residential lots with a density of 4.04 dwelling units per acre. MR is a PUD and its overall single-family residential density is 3.5 dwelling units per acre.

Ms. Orton, stated that staff is recommending that the Planning and Zoning Commission **APPROVE** this preliminary Plat subject to the following conditions.

1. Development of the subdivision shall comply with all applicable Town codes, including all applicable planning, building, fire and engineering requirements.
2. The Developer/Property owner is responsible for all applicable street dedications and improvements at the time the subdivision is developed, except as otherwise approved by the Town of Florence.
3. The Fire and Public Works departments retain the right to address additional development details for this subdivision, such as, but not limited to, easements, dedications, storm water and drainage improvements, ADA compliance, and fire hydrant placements during the reviews of the civil plans and Final Plats for the subject unit.

(Inaudible)

Jared Baxter, 7580 N. Dobson Road, Suite 200, Scottsdale, AZ 85256 indicated that the Commissioner was referring to the park side of Anthem at Merrill Ranch. The proposed site is not active adult but is marketed as a traditional family subdivision. Retention basins will be landscaped.

Commissioner Frost wanted to know if the landscape was xeriscaping versus turf.

Mr. Baxter indicated that there was a mixture and it's spelled out in the PUD.

Commissioner Frost was concerned with the distance from the parks. He believed that the residents would appreciate a facility within a quarter of a mile.

Mr. Baxter noted that it's a marketing issue for the builder. The parks will be indicated with the landscape plans which will be submitted later in the approval process of the construction plans.

On motion by Commissioner Frost and seconded by Commissioner Smidt the Preliminary Plat, Merrill Ranch, Unit 10 was approved by unanimous consent.

B. Merrill Ranch, Unit 11 (PZ-17-30)

PRESENTATION/APPROVAL/DISAPPROVAL - A Preliminary Plat application for Merrill Ranch, Unit 11 submitted by Southwest Value Partners. The subject subdivision is located west of Felix Road between National Way and Independence Way.

Michelle Orton, Senior Planner gave a brief report to the proposed Preliminary Plat application for Merrill Ranch, Unit 11 Subdivision. This subdivision is one of many in the approved Merrill Ranch (MR) Planned Unit Development (PUD). Staff stated that the

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size was 53.41 acres and a proposed 219 single-family residential lots with a density of 4.10 dwelling units per acre. MR is a PUD and its overall single-family residential density is 3.5 dwelling units per acre.

Staff's finding is that the proposed Preliminary Plat is in conformance with the Merrill Ranch PUD and the Town of Florence code requirements.

MR, Unit 11 meets the density and open space requirements of the MR PUD.

Ms. Orton, stated that staff is recommending that the Planning and Zoning Commission **APPROVE** this Preliminary Plat, subject to the following conditions of approval.

1. Development of the subdivision shall comply with all applicable Town codes, including all applicable planning, building, fire, and engineering requirements.
2. Developer/Property owner is responsible for all applicable street dedications and improvements at the time the subdivision is developed, except as otherwise approved by the Town of Florence.
3. The Fire and Public Works departments retain the right to address additional development details for this subdivision, such as, but not limited to, easements, dedications, storm water and drainage improvements, ADA compliance, and fire hydrant placements during the reviews of the civil plans and Final Plats for the subject unit.

Jared Baxter, Baxter Design Group was available to answer any questions from the Commission.

Commissioner Frost had some concerns regarding landscaping and noted the areas to Mr. Baxter. Commissioner Frost noted an area that is unviewable by the Police Officers and makes it difficult to patrol. We need to make sure that a location isn't created that has hiding spaces

Mr. Baxter noted that he appreciated the comments about these areas from previous meetings and changes were made. In the future, the Police Department will be part of the review process.

Commissioner Smidt wanted to know if the street lights were noted on the Preliminary Plans.

Mr. Baxter noted that street lights will be noted on the construction plans but not a requirement at the Preliminary stage. He indicated that they follow the Towns requirements.

On motion by Commissioner Frost and seconded by Vice-Chairman Putrick the Preliminary Plat, Merrill Ranch, Unit 11 was approved by unanimous consent.

CALL TO THE PUBLIC/COMMISSION RESPONSE:

Call to the Public for public comment on issues within the jurisdiction of the Planning and Zoning Commission. Individual Commission members may respond to criticisms made, may ask staff to review a matter raised or may ask that a matter be put on a future agenda. However, members of the Commission 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.

CALL TO THE COMMISSION- CURRENT EVENTS ONLY.

Chairman Pranzo invited everyone to the director's party.

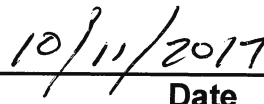
Commissioners noted all the hard work that has been done under the director. They mentioned the many awards that are displayed and how he will be missed.

ADJOURNMENT

On motion by Vice-Chairman Putrick and Commissioner Smidt and seconded by Commissioner Frost the meeting was adjourned by unanimous consent at 6:27 pm.



Chairman Gary Pranzo



Date

**TOWN OF FLORENCE
PLANNING AND ZONING COMMISSION
SPECIAL MEETING MINUTES**

SPECIAL MEETING OF THE PLANNING AND ZONING COMMISSION OF THE TOWN OF FLORENCE HELD WEDNESDAY, OCTOBER 11, 2017, AT 6:00 P.M., IN THE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.

1. CALL TO ORDER

Chairman Pranzo called the meeting to order at 6:00 pm

2. ROLL CALL:

Chairman Pranzo	Present
Vice-Chair Putrick	Absent
Commissioner Bell	Present
Commissioner Frost	Present
Commissioner Smidt	Present

3. PLEDGE OF ALLEGIANCE

4. DISCUSSION/APPROVAL/DISAPPROVAL of the minutes of the regular meeting conducted on June 1, 2017.

A motion was made by Commissioner Smidt and seconded by Commissioner Bell to approve the minutes of June 1, 2017. The minutes of June 1, 2017 were approved by unanimous consent.

5. NEW BUSINESS

A. Circle K, LLC (PZ-16-55)

PRESENTATION/APPROVAL/DISAPPROVAL – A six-month extension to an approved Design Review application for Circle K Convenience Store. The proposed site is located at 255 South Main Street.

Planning Manager Orten made a presentation to explain the request and related Development Agreement. Staff recommends approval

PZ Commision will not see this same request unless approval lapses.

A motion was made by Commissioner Frost and seconded by Commissioner Smidt to approve Circle K Design Review extension with the conditions of PZ-16-55 was approved by unanimous consent.

B. Anthem at Merrill Ranch Unit 24 (PZ-17-38)

PRESENTATION/APPROVAL/DISAPPROVAL - A Preliminary Plat application for Anthem at Merrill Ranch Unit 24 submitted by Pulte Home Company, LLC. The subject subdivision is located south of Franklin Road and north of Spirit Loop.

Planning Manager Orten presented the final plats for Anthem at Merrill, Unit 24 has a few unique stipulations to address lots requiring a floodplain LOMR to remove from the floodplain.

Commissioner Frost questioned if the Police Department was a part of the review of these plats. Ms Orten responded that Fire/Police/Devel Srvcs/ Public Works/Engineering are a part of the pre-application review.

Commissioner Frost questioned that the stipulation for lots 30-34 are not allowed vertical construction until a LOMR is approved and the required fill is added to the site. Dev Srv Director Salas explained the LOMA and LOMR process relative to the stipulation and that the applicant agrees to the condition and it can be met.

A motion was made by Commissioner Smidt and seconded by Commissioner Frost to approve Preliminary Plat, Anthem at Merrill Ranch, Unit 24. The Preliminary Plat, Anthem at Merrill Ranch, Unit 24 was approved by unanimous consent.

C. Anthem at Merrill Ranch Unit 32 (PZ-17-39)

PRESENTATION/APPROVAL/DISAPPROVAL - A Preliminary Plat application for Anthem at Merrill Ranch Unit 32 submitted by Pulte Home Company, LLC. The subject subdivision is located southeast of Spirit Loop and north of AMR Unit 36.

Planning Manager Orten presented the proposed pre-plat details and recommends approval.

Commissioner Frost expressed concern of visibility restrictions at Tract B for public safety visibility to the rear yards of lots 37, 38, 40, and 41. Commissioner Frost is concerned for safety and nefarious activities that could occur and be unseen on those lots.

A motion was made by Commissioner Bell and seconded by Commissioner Smidt to approve Preliminary Plat, Anthem at Merrill Ranch, Unit 32. The Preliminary Plat, Anthem at Merrill Ranch, Unit 32 was approved by unanimous consent.

D. Anthem at Merrill Ranch Unit 34 (PZ-17-40)

PRESENTATION/APPROVAL/DISAPPROVAL - A Preliminary Plat application for Anthem at Merrill Ranch Unit 34 submitted by Pulte Home Company, LLC. The subject subdivision is located east of Hunt Highway and west of Spirit Loop.

Planning Manager Orten presented the proposed pre-plat details and recommends approval. Also noted that Police Dept has reviewed the request.

A motion was made by Commissioner Smidt and seconded by Commissioner Frost to approve Preliminary Plat, Anthem at Merrill Ranch, Unit 34. The Preliminary Plat, Anthem at Merrill Ranch, Unit 34 was approved by unanimous consent.

E. Anthem at Merrill Ranch Unit 60 (PZ-17-43)

PRESENTATION/APPROVAL/DISAPPROVAL - A Preliminary Plat application for Anthem at Merrill Ranch Unit 60 submitted by Pulte Home Company, LLC. The subject subdivision is located east of the proposed Sun City Boulevard and west of Felix Road.

Planning Manager Orten presented the proposed pre-plat details and recommends approval.

Commission comment to who is preparing maps to include a north arrow on the Towns GIS maps. Ms Orten will make sure north arrows are shown on maps.

A motion was made by Commissioner Smidt and seconded by Commissioner Bell to approve Preliminary Plat, Anthem at Merrill Ranch, Unit 60. The Preliminary Plat, Anthem at Merrill Ranch, Unit 60 was approved by unanimous consent.

F. Merrill Ranch Unit 55 (PZ-17-45)

PRESENTATION/APPROVAL/DISAPPROVAL - A Preliminary Plat application for Merrill Ranch Unit 55 submitted by Pulte Home Company, LLC. The subject subdivision is located in the northeast corner of Constitution Way and National Way.

Planning Manager Orten presented the proposed pre-plat details and recommends approval.

Commissioner Frost questioned if there any family type of amenities planned at this time in the open spaces or retention basins of this pre-plat? Ms. Orten noted that this parcel is in close proximity to a community park and should serve those family's needs. Commissioner Frost notes that he has concerns over the visibility across the retention basin lots 127-136 and 122-126 and southeastern quadrant. Wall locations make visibility difficult and kids will be in basin to play. Randy Chrisman of Pulte states there will be no grass, but rocks, trail system on north side of this parcel, and will try to keep people out of this area. Commissioner Frost notes that he has witnessed kids in areas like this and is concerned of the police-ability of this area.

Chairman Pranzo asked if Commissioner Frost would like to discuss a stipulation to address his visibility issues. Jared Baxter, applicant and engineer explains that there is

a wide open area to give view to the area in question, but agrees, it may be a concern. They did remove lots in that area to make more visible and accessible. It was a concern of Police Dept, the applicant notes the concern and proposes to do what they can to abate the issue.

A motion was made by Commissioner Frost and seconded by Commissioner Smidt to approve Preliminary Plat, Merrill Ranch, Unit 55. The Preliminary Plat, Merrill Ranch, Unit 55 was approved by unanimous consent.

6. PRESENTATIONS BY DEVELOPMENT SERVICES

1. Update of the Town of Florence Code Enforcement Manual

Dev Srvcs Director, Chris Salas, explained staff's efforts to bring forward a code enforcement and property maintenance manual. Chairman Pranzo inquired as to whether or not this code and discussion fall under the auspice of Planning & Zoning? Ms. Orten explained that it does fall under the Development Code by way of ordinance adoption. The Commission is being allowed to provide input on this code development effort.

Commissioner Frost requested a copy of the code materials. They will be made available to the Commissioners. Commissioner Frost stated that many people travel through the community on the roadways corridors and gain an impression along 79 and Butte and main thoroughfares. He notices that what people may see and experience on those travel corridors may not always give visitors and traveler the best impression of the community. Maybe we create a hierarchy of priority areas to clean up weeds and unsightly property frontages to give a better view of the community.

2. Update of the Town of Florence Development Code Amendment – Technical Codes - Section 150.300 Codes Adopted

Dev Srvcs Director, Chris Salas, explained staff's efforts to bring forward updates to the Towns building codes. Ultimately, the proposed codes and code amendments will come forward to the Commission for review and recommendation to the Town Council. He gave some examples of code amendments being contemplated. Staff is working on the final draft to review.

7. CALL TO THE PUBLIC/COMMISSION RESPONSE:

Call to the Public for public comment on issues within the jurisdiction of the Planning and Zoning Commission. Individual Commission members may respond to criticisms made, may ask staff to review a matter raised or may ask that a matter be put on a future agenda. However, members of the Commission 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.

NONE

8. CALL TO THE COMMISSION- CURRENT EVENTS ONLY.

Chairman Pranzo noted that Ms. Orten will be leaving the Town's employment in 9 days. The Chairman notes that the Town has lost all professional Planners. He recalled that the town made a conscious decision to hire a professional planner and began to develop a professional planning department. Chairman finds this disturbing noting that the hard work of previous planners has been lost. He also states there is an air of condescendence between Town Hall and the Public-at-Large and finds it disturbing. The Chair stated there is an air of mistrust, and air of incompetence, an air of being bullied by the Town toward the public. The Planning & Zoning Dept is just one example of that. Michelle will be sorely missed and the Chair is disgusted with Senior Management of the Town would allow this department to fold in on itself.

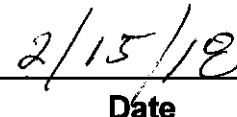
No other comment made.

9. ADJOURNMENT

A motion was made by Commissioner Frost and seconded by Commissioner Smidt to adjourn the meeting; it was approved by unanimous consent. The meeting was adjourned at 6:58 pm



Chairman Gary Pranzo



Date

**TOWN OF FLORENCE
PLANNING AND ZONING COMMISSION
REGULAR MEETING MINUTES**

REGULAR MEETING OF THE PLANNING AND ZONING COMMISSION OF THE TOWN OF FLORENCE HELD THURSDAY, FEBRUARY 1, 2018, AT 6:00 P.M., IN THE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.

1. CALL TO ORDER

Chairman Pranzo called the meeting to order at 6:00 pm

2. ROLL CALL:

Chairman Pranzo	Present
Commissioner Frost	Present
Commissioner Bell	Absent
Commissioner Shoppell	Present
Commissioner Smidt	Present

3. PLEDGE OF ALLEGIANCE

4. DISCUSSION/APPROVAL/DISAPPROVAL of the minutes of the regular meeting conducted on October 11, 2017.

Commissioner Frost expressed concern that the minutes prepared are brief and do not fully express the Commissions discussion of the agenda items. A motion was made by Commissioner Frost and seconded by Commissioner Smidt to request staff include greater detail of the Commissions discussion and table the minutes of October 11, 2017 to the February 15, 2018 agenda. The minutes of October 11, 2017 were continued to the next agenda by unanimous consent.

5. DISCUSSION/APPROVAL/DISAPPROVAL – to elect a Vice Chairman of the Planning and Zoning Commission.

Commissioner Smidt made a motion to nominate Commissioner Frost for Vice Chair of the Planning and Zoning Commission. The motion was seconded by Chairman Pranzo, motion passed unanimously.

6. NEW BUSINESS

A. Small Cellular Wireless Facilities Zoning Text Amendment

DISCUSSION/APPROVAL/DISAPPROVAL – Request by the Town of Florence, as the applicant, to initiate a Development Code Text Amendment to The Development Code of

the Town of Florence, for the purpose of modifying "Part 9. Wireless Communications Facilities" sections 150.180 through 150.184, and any other applicable sections, to address changes in cellular technology and design, and to comply with mandated State Laws.

Chairman Pranzo stated this appeared to be a blank check for staff to write a text amendment to the Zoning Code. Interim Planning Manager, Dana Burkhardt, clarified that this item on the agenda was the initial step for the Planning and Zoning Commission to direct staff to move forward with the zoning code text amendment process, by a vote to "initiate" this text amendment. Should the Commission wish to initiate, staff will prepare the draft and public outreach schedule and begin the amendment process.

Commissioner Frost stated this is a mandate coming from the state legislation, and their action tonight will direct staff to move forward or not. Commissioner Smidt asked if a timeline will be prepared for the process. Burkhardt noted he will prepare a full schedule outlining the process and opportunities to engage. Staff is hopeful to bring the text before the PZ Commission in late April.

Vice Chair Frost asked if the Town Legal Dept will be a part of the review. Burkhardt stated all departments will have the opportunity to provide input, including Legal.

Motion made by Vice Chair Frost to initiate the text amendment process to the Development Code of the Town of Florence to comply with state mandated House Bill 2365 for the regulation of small cell / microcell wireless antennae installations in the rights-of-way. Motion seconded by Smidt and carries unanimously.

7. PRESENTATIONS BY DEVELOPMENT SERVICES

- A. Update of the Town of Florence Code Enforcement Manual
- B. Update of the Town of Florence Development Code Amendment – Technical Codes - Section 150.300 Codes Adopted

Motion made by Commissioner Smidt, seconded by Vice Chair Frost to table these presentations due to recent workshops. Motion passes unanimously.

8. CALL TO THE PUBLIC/COMMISSION RESPONSE:

No comment received

9. CALL TO THE COMMISSION- CURRENT EVENTS ONLY.

Chairman Pranzo announced upcoming home tour and car show.

10. ADJOURNMENT

X *Commissioner Pranzo* *Pranzo 2/15/18*
CHAIRMAN GARY PRANZO MEETING DATE

Motion made by Commissioner Smidt, seconded by Vice Chair Frost. Passed unanimously at 6:16 pm

**TOWN OF FLORENCE
PLANNING AND ZONING COMMISSION
REGULAR MEETING MINUTES**

REGULAR MEETING OF THE PLANNING AND ZONING COMMISSION OF THE TOWN OF FLORENCE HELD THURSDAY, FEBRUARY 15, 2018, AT 6:00 P.M., IN THE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.

1. CALL TO ORDER

Chairman Pranzo called the meeting to order at 6:03 pm

2. ROLL CALL:

Chairman Pranzo	Present
Vice-Chair Frost	Present
Commissioner Bell	Absent
Commissioner Shoppell	Present
Commissioner Smidt	Present

3. PLEDGE OF ALLEGIANCE

4. DISCUSSION/APPROVAL/DISAPPROVAL of the minutes of the special meeting conducted on October 11, 2017, and minutes of the regular meeting conducted on February 1, 2018.

Motion to approve October 11, 2017 meeting minutes made by Commissioner Smidt and seconded by Commissioner Shoppell. The minutes of October 11, 2017 were approved by unanimous consent.

Motion to approve February 1, 2018 meeting minutes made by Commissioner Smidt and seconded by Vice-Chair Frost. The minutes of February 15, 2017 were approved by unanimous consent.

5. NEW BUSINESS

A. Introduction of Larry Harmer, Town of Florence Planning Manager. Discussion Only

Chairman Pranzo opened the floor to new Town Planning Manager, Larry Harmer. Larry introduced himself and explained his career experience in city planning and history in Arizona and other areas of the US. He explained his philosophy on customer service and that a new planner will be coming on board in May. Chairman Pranzo opened the discussion to the Commission. Commissioner Shoppell explained that he is visually impaired and requested all Commission related materials be emailed to him in an effort

to address his impairment. Larry agreed and requested that email be the primary form to disseminate the Commissions meeting materials.

Chairman Pranzo expressed his pleasure to have Larry and his experience on board with the Town. Chairman explained that there are some bruised feelings in the community in the area of building permits and planning. Florence is a tight knit community and the Council Chambers is the communities house and is a comfortable place for the public. The Chair noted that applicants were addressed as customers by staff, and those customers are also the staff's employer and he is hopeful Larry can help build the bridges back between the staff and members of the community. The Chair would like to see a better work relationship between Town Hall and the public. Larry agreed with Chairman Pranzo and stated the goal is to build a viable sustainable community, healthy and helpful to everyone. Commissioner Smidt commented that he is aware of residents in Caliente del Sol who expressed concern and hard feelings over the setbacks and requested Larry revisit the issue to remedy. Larry explained that he is aware, however the topic is not on the agenda for discussion, but the concern is noted.

B. Design Review for Mosaic Church Campus and 1st Phase Improvements (PZ-17-51-DR

PRESENTATION/APPROVAL/DISAPPROVAL – Request by Kevin McGinnis for preliminary design review approval of a proposed 10 acre multi-phase church campus development plan located at the SWC of Merrill Ranch Parkway and Felix Road. This request also includes design review approval for the Phase One building and site improvements.

Chairman Pranzo introduced the item and opened the floor for staff presentation. Staff explained this evenings action is for only Phase I, however staff is happy to receive comments and input on the overall church campus master plan to address as future phases come forward. Staff presented that this is a re-approval of expired Design Review APPROVAL. Commissioner Smidt inquired if it would be possible to double the required ADA parking spaces from 2 spaces to 4. Applicant noted there are actually 4 ADA spaces designated on site. Commissioner Shoppell expressed concern over the adequacy of the single right-in / right-out access location shown in Phase I. Commissioner Shoppell explained that vehicles heading westbound on Merrill Ranch Parkway from Felix would be required to make a u-turn around the median, near the golf club entrance, and that is already a busy intersection. Mr. Burkhardt stated the plan was reviewed by traffic safety and there have been no concerns expressed with the current design.

Chairman Pranzo explained that the Town has matured in the areas of traffic safety and understands the need for two access points. The Chair requested the applicant explain the current stage of completion for this phase of the project. Applicant, Kevin McGinnis, 7615 W. Georgetown Way, explains that the building is 90% complete and hard scape is 100%. Chairman asked the applicant how difficult it would be to add another access location at this time. Kevin mentioned that a separate unpaved access point may be possible. He also explained that the existing entry is approx. 3 cars wide and exiting

traffic would not obstruct the access of an emergency vehicle to the site, as currently improved.

Commissioner Smidt noted response from Fire Station 1 would require fire trucks to coming northbound on Felix would head west on Merrill Ranch Parkway and make a u-turn to get to site. Kevin explained that he has sat and discussed the Fire Departments needs and they have approved an on-site turn around to provide adequate fire access. The Fire Dept has not expressed concern with this design. Commissioner Smidt noted that a median cut in Merrill Ranch Parkway to allow left-ins would alleviate some of these concerns.

Commissioner Shoppell noted he is not comfortable with only one access location. Chairman Pranzo noted that this request is for approval or disapproval tonight. Planning Manager Larry Harmer, explained that staff has discussed this with the Fire Chief and will revisit with the Fire Dept to further pursue a second access option at this time. Phase 2 is scheduled to include the second entrance to Felix.

Vice Chair Frost noted the staff report discusses the need for two turning circles. Staff noted the Fire Dept accepted a single turn-around location.

Chairman Pranzo made a motion to approve this case with the added stipulation that prior to certificate of occupancy, the Town Fire Chief sign off in writing that one ingress/egress will satisfy the needs of the first phase of the complex. Motion seconded by Vice Chair Frost. Motion is split with Commissioners Shoppell and Smidt voting to deny motion. Motion Fails on a 2-2 vote.

Chairman Pranzo moved to approve this case with the added stipulation that prior to the Town issuing a C of O, the complex will have a graded secondary emergency entrance and exit to the facility from Felix Road. Motion seconded by Vice Chair Frost. Motion passes unanimously.

6. CALL TO THE PUBLIC/COMMISSION RESPONSE:

Call to the Public for public comment on issues within the jurisdiction of the Planning and Zoning Commission. Individual Commission members may respond to criticisms made, may ask staff to review a matter raised or may ask that a matter be put on a future agenda. However, members of the Commission 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.

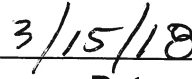
7. CALL TO THE COMMISSION- CURRENT EVENTS ONLY.

8. ADJOURNMENT

A motion was made by Commissioner Smidt and seconded by Commissioner Shoppell to adjourn the meeting; it was approved by unanimous consent. The meeting was adjourned at 6:46 pm



Chairman Gary Pranzo



Date



TOWN OF FLORENCE COUNCIL ACTION FORM


AGENDA ITEM 6f.

Agenda Item:

Notice of Task Orders issued for On-Call Engineering, pursuant to Council approved contract. This item is Information Only. (Bryan Hughes/Chris Salas)

1. Responses to the Request for Proposal were received on March 7, 2018, for an Environmental Assessment for the Poston Butte Expansion Project and was awarded to Westland Resources.

THERE IS NO BACK-UP INFORMATION FOR THIS ITEM.

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 6g.
MEETING DATE: April 23, 2018 DEPARTMENT: Community Services STAFF PRESENTER: Bryan Hughes, Community Services Director SUBJECT: Florence High School Graduation Lock-In Contribution		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input checked="" type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Approval of a contribution of up to \$5,000 to the Florence High School Graduation Lock-In.

BACKGROUND/DISCUSSION:

In 2017, administrators from Florence High School contacted the Town of Florence to assist with their annual Graduation Lock-In event. The event is funded in large part through donations and the high school was struggling to find funding. The Town was able to provide \$5,000 towards the event.

Florence High School is once again seeking support from the Town and has requested similar funding for the event scheduled to be held on May 30-31, 2018 at Florence High School.

A VOTE OF NO WOULD MEAN:

The Town would not provide funding for the Graduation Lock-In event and Florence High School. They would need to pursue other funding options to provide the same level of food and beverages, entertainment and prizes for the graduation seniors or scale the event back to match the available funding.

A VOE OF YES WOULD MEAN:

The Town would provide the funding and Florence High School and they would be able to provide the same level of food and beverages, entertainment and prizes for the graduation seniors.

FINANCIAL IMPACT:

Up to \$5,000 from Town Council Contingency Fund

ATTACHMENTS:

Request from Florence High School
Memorandum of Understanding



Florence High School

P.O. Box 2850, Florence, AZ 85132
Phone: 520-866-3560 Fax: 520-868-2329

"Building Champions of Today and Tomorrow"



Assistant Principal: Dawn Winsor

Principal: Toby Haugen

Assistant Principal: Shawn Cluff

Re: Request for Donations for Graduation Night Lock-In

We are writing this letter to request assistance for our eighth annual Florence High School Graduation Night Lock-In event to be held on the evening of Wednesday, May 30, 2018. The goal of this even will be to give students a fun and safe place to enjoy their graduation night free from drugs and alcohol. Please consider making a donation to the Florence High School Graduation Night Lock-In to help keep our graduates safe. Your tax-deductible donation will help us to purchase gift cards, raffle items, food and games for this event. The District tax ID # is 86-6000557.

Across the country, thousands of students are killed or injured on their graduation night due to alcohol or drug related incidents. Our goal at Florence High School is to eliminate this risk to our students. Of our graduation class of 200 students, our goal is to have students volunteer to stay on campus overnight. The school would provide entertainment and food for those who choose to stay until 6am the next morning. All activities would be supervised by teachers, administrators, parent volunteers and various law enforcement officers. Students present will have a safe environment, free from the risks of drugs, alcohol, and traffic related injuries or fatalities. We have always well-exceeded having over 75% of our graduating class attend this event and we have not had a drug or alcohol related incident with one of our graduates since this program was instated.

All donated money will specifically be used to cover the cost of the event listed above, as this is a not for profit event. If you have any questions, you contact me at 520-866-3560, or directly via email at dsilvas@fusdaz.org. Thank you for your time and consideration.

Sincerely,

Sincerely,

Toby Haugen
Florence High School
Principal

David Silvas
Florence High School
Grad Night Lock-In Committee Chairman



**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOWN OF FLORENCE
AND
THE FLORENCE UNIFIED SCHOOL DISTRICT NO. 1**

THIS MEMORANDUM OF UNDERSTANDING (this "MOU") is made as of May 1, 2018 (the "Effective Date"), by and between the Florence Unified School District No. 1, a political subdivision of the State of Arizona (the "District") and the Town of Florence, an Arizona municipal corporation (the "Town"). District and Town are from time to time referred herein individually as a "party," and collectively as the "parties."

The purpose of this MOU is to define and outline the responsibilities of the District and the Town to support the Florence High School Graduation Senior Lock-In event, beginning at 11:00 p.m. on May 30, 2018, and ending at 6:00 a.m. on Thursday, May 31, 2018. The event will be held at the Florence High School, located at 600 S. Main St., Florence, AZ 85132.

The District and their partners will provide the following services:

1. Food and beverages
2. Entertainment
3. Prizes

The Town of Florence will provide the following:

1. \$5,000 support for the above services

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding on the date first above written.

**FLORENCE UNIFIED
SCHOOL DISTRICT #1**


TOWN OF FLORENCE

By: _____
Toby Haugen, Principal
Florence High School

By: _____
Brent Billingsley, Town Manager

APPROVED AS TO FORM:

By: _____
Clifford L. Mattice, Town Attorney

	<p align="center">TOWN OF FLORENCE COUNCIL ACTION FORM</p>	<p align="center"><u>AGENDA ITEM</u> 6h.</p>
<p>MEETING DATE: April 23, 2018</p> <p>DEPARTMENT: Administration</p> <p>STAFF PRESENTER: Brent Billingsley, Town Manager</p> <p>SUBJECT: Common Interest Agreement</p>		<p> <input type="checkbox"/> Action <input checked="" type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <ul style="list-style-type: none"> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other </p>
<p>STRATEGIC PLAN REFERENCE:</p> <p> <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input checked="" type="checkbox"/> Leadership and Governance <input checked="" type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None </p>		

RECOMMENDED MOTION/ACTION:

No action required. This item is a notice of entering into a Common Interest and Confidentiality Agreement with the Town of Queen Creek.

BACKGROUND/DISCUSSION:

On March 15, 2018, Utilities Division Staff of the Arizona Corporation Commission filed an Administrative Complaint, Petition for an Order to Show Cause, and Petition for Interim Relief against Johnson Utilities, LLC, Commission Docket No. WS-02987A- 18-0050 (the "Commission Proceeding"). Florence and Queen Creek have retained Ryley Carlock & Applewhite ("RCA") to jointly represent them and provide legal services associated with intervention in the Commission Proceeding. All discussions, communications, and materials shared among the Clients, their Counsel, and RCA regarding the Commission Proceeding are subject to, and within the scope of, this Agreement.

This Agreement pertains to any and all factual and legal matters relating in any way to the potential criminal, civil or administrative claims or actions of any kind against any Client or the employees or principals of a Client involving, including without limitation all matters relating to the underlying facts, investigation, prosecution, mandatory disclosure and defense of such action, and to any and all related pending or future criminal, administrative, arbitral or civil investigations or proceedings, by agencies or officers of the United States Government, the State of Arizona, or any other State, (the "Matter").

A VOTE OF NO WOULD MEAN:

Not applicable

A VOTE OF YES WOULD MEAN:

Not applicable

FINANCIAL IMPACT:

This agreement will result in a legal partnership between the Town of Florence, and the Town of Queen Creek, including a sharing of all legal fees associated with WS-02987A- 18-0050.

ATTACHMENTS:

Common Interest and Confidentiality Agreement

COMMON INTEREST AND CONFIDENTIALITY AGREEMENT

Confidential Attorney-Client Communication

This document sets forth the Common Interest and Confidentiality Agreement (the "Agreement"), by and between the undersigned counsel (individually or collectively, "Counsel") and their respective clients as identified below (individually a "Client" or collectively, "Clients").

1. Scope of Agreement. (a) Scope of the Matter. This Agreement pertains to any and all factual and legal matters relating in any way to the potential criminal, civil or administrative claims or actions of any kind against any Client or the employees or principals of a Client involving, including without limitation all matters relating to the underlying facts, investigation, prosecution, mandatory disclosure and defense of such action, and to any and all related pending or future criminal, administrative, arbitral or civil investigations or proceedings, by agencies or officers of the United States Government, the State of Arizona, or any other State, (the "Matter").

(b) Prior Communications. This written Agreement serves to memorialize the Common Interest agreement which already exists by oral understanding among the parties. To the extent that Counsel have previously been in communication with each other or Clients regarding the Matter, or Clients have exchanged information at the direction of or under the guidance of Counsel, all such communications and related work product are subject to the Common Interest privilege and are now subject to this written Agreement. In particular, all prior communications between Counsel were made pursuant to a common interest understanding and are subject to the Common Interest privilege as well as the written terms of this Agreement.

(c) Common Representation in Arizona Corporation Commission Proceeding: On March 15, 2018, Utilities Division Staff of the Arizona Corporation Commission filed an Administrative Complaint, Petition for an Order to Show Cause, and Petition for Interim Relief against Johnson Utilities, LLC, Commission Docket No. WS-02987A-18-0050 (the "Commission Proceeding"). The Clients have retained Ryley Carlock & Applewhite ("RCA") to jointly represent them and provide legal services associated with intervention in the Commission Proceeding. All discussions, communications, and materials shared among the Clients, their Counsel, and RCA regarding the Commission Proceeding are subject to, and within the scope of, this Agreement.

2. Common Interest in Defense. Counsel and the Clients recognize that because of the nature of the Matter and relationship among the Clients, there are numerous legal and factual issues common to the defense of each Client. Thus, joint efforts in preparation for the Clients' defense are essential. Counsel and the Clients believe that the Clients have mutual interests that relate to the common defense of the Clients in the Matter. Counsel believe that participation by each of them is necessary to protect the best interests of their respective Clients. Counsel wish to work together to pursue the common interests of their respective Clients without waiving applicable rules of privilege and confidentiality as to any non-signatories to this Agreement ("Third Parties").

3. Confidentiality and Applicability of Common Interest Doctrine. Counsel and the Clients understand and agree that they may exchange information in any form including, without limitation, oral and written communications between and among the undersigned parties to this Agreement, attorney work product, conversations, confidences, documents, interview memoranda, evidence, and the results of research or investigations (individually and collectively, “Common Interest Communications”) and that all such exchanges of information, or discussions regarding the foregoing documents and information are subject to this Agreement. Counsel and the Clients understand and further agree that: (1) the fact that particular Common Interest Communications have been made between parties to this Agreement; (2) the contents of such Common Interest Communications; and (3) any part of memoranda or other work product containing, referring to, or reflecting such Common Interest Communications, shall remain confidential and protected from disclosure to any person or entity that is not a Client or Counsel specifically identified in this Agreement, or a successor, substitute, or associate Counsel as provided in Paragraph 17 (“Third Party”) by each Client’s attorney-client privilege, each Counsel’s attorney-client privilege, work-product doctrine immunity from discovery production and by the Common Interest privilege or by other applicable privileges or protections. *See, e.g., United States v. McPartlin*, 595 F.2d 1321, 1336-37 (7th Cir.), *cert. denied*, 444 U.S. 833 (1979)) (recognizing protection for Common Interest communications), and *McKesson Corp. v. Green* 266 Ga. App. 157, 597 S.E.2d 447 (2004). No sharing of information under this Agreement shall be deemed in any way to be a waiver of any otherwise applicable privilege or rule of production or discovery.

4. Each Client Understands the Client is Represented only by the Client’s Own Attorney(s). Each Client-party to this Agreement understands and acknowledges that the Client is Represented exclusively by the Client’s own attorney(s) in this matter. Counsel representing one or more Client-parties to this Agreement will preserve the confidences and other information disclosed in Common Interest Communications by other Client-parties, but they will not act for any party other than their own Client(s) in this Matter.

5. Agreement to Share Information. To further the mutual interest of the Clients, Counsel and the Clients agree to share and exchange among themselves, as each Counsel deems appropriate given the unique interest and concerns of his or her Client, evidence, witness statements and interview summaries, memoranda of law, debriefing memoranda, factual summaries, transcript digests, documents, legal strategies, intelligence, confidences, and other secrets for the limited and restricted purpose of assisting Counsel in protecting the rights and interest of their respective Clients. Provided, however, that no Client or Counsel is required to share information which he or she deems inappropriate given the unique interest and concerns of his or her Client.

6. Agreement Not to Disclose to Third Parties. Counsel and the Clients agree not to reveal to any Third Party any information received under this Agreement, except as follows:

(a) a party receiving Common Interest Communications may communicate that same information to a Third Party only with the advance, written consent of the Counsel or other party who contributed it to the Common Interest effort;

(b) a party receiving Common Interest Communications may communicate that same information to another party to this Agreement only with advance, explicitly verbal or written consent of the Counsel or other party who contributed it to the Common Interest effort; and

(c) a party receiving Common Interest Communications agrees that it will assert that such information is privileged and may communicate that same information only pursuant to a final non-appealable compulsion order from a court of competent jurisdiction. Each party to this Agreement agrees that if it receives any summons, subpoena or similar process, or oral or written request to produce information or materials which includes Common Interest Communications, it will immediately notify all other parties and provide not less than ten calendar days' notice before production, in order to permit other parties to intervene. If ten calendar days' notice cannot be provided, because of the return date of the process, the party upon which the demand or request is made agrees to bring a motion to stay the proceedings in order to allow provision of ten calendar days' notice to other parties and to notify all other parties as soon as is possible after receipt of the summons, subpoena or other process.

7. Sharing of Information Does Not Create Privilege Regarding Facts That Are Not Otherwise Privileged. The parties recognize and agree that facts and other information which are not otherwise privileged from disclosure shall not gain any privilege simply because such facts and other information may be shared in a Common Interest Communication. Even if any information may not be privileged, the common interest and work product privileges do protect against disclosure of: (a) the fact that particular Common Interest Communications have been made among parties to this Agreement, (b) the contents of such Common Interest Communications, and (c) any part of memoranda or other work product containing or referring to such Common Interest Communications.

8. Prior Information Not Subject to Agreement. Except as provided in Paragraph 1(b) above, any information already in the possession of a party to this Agreement is not brought within the Agreement by the subsequent receipt of the same information from another party to this Agreement and is not subject to the terms of this Agreement. In other words, such information may be disclosed or used in any manner and without the consent of any party to this Agreement to the extent that it could be disclosed or used prior to the execution of this Agreement.

9. Agreement Fully Explained; Waiver of Conflict. Counsel have fully explained the terms of this Agreement to their respective Clients and are fully satisfied that their respective Clients: (a) understand the terms of this Agreement; (b) agree to abide by this Agreement; and (c) authorize their respective attorneys to execute this Agreement.

Counsel have fully advised their respective Clients that it is possible that other parties to this Agreement may later become witnesses against the Client or hold a position adverse to that of the Client.

Counsel have fully explained to their respective Clients the limitations on direct and derivative use of any privileged information obtained pursuant to this Agreement.

Counsel and Clients represent that they have considered the foregoing and believe that the benefits of being a party to this Agreement outweigh any of the limitations imposed by the Agreement. Therefore, as a condition precedent to the receipt of any Common Interest Communications pursuant to this Agreement, Counsel and the Clients agree and represent that they will not assert any future claim that any Counsel is barred from continuing his representation in this matter by virtue of his receipt of Common Interest Communications under this Agreement.

10. Attorney's Duty to Zealously Represent Own Client. Counsel and the Clients understand and acknowledge that each Counsel has an obligation to zealously represent his or her own Client(s) to the exclusion of all other interests. Nothing in this Agreement shall be construed to affect the separate and independent representation of each Client by that Client's attorney according to what the attorney believes to be in the Client's best interests. In particular, the parties recognize:

(a) before the Matter concludes, each attorney may need to, and is free to take action which may be contrary to the interest of other signatories to this Agreement. These actions include, but are not limited to: (1) advising a Client to cooperate with the government; (2) generating and disclosing evidence or information (other than Common Interest Communications or anything predicated on or derived from any Common Interest Communications) to the government or Third Parties; and (3) cross-examining other Client-signatories at trial or other proceedings, should such Client-signatories testify; and

(b) the parties to this Agreement have the right to conduct separate witness interviews or otherwise to undertake independent investigative efforts; provided, however, that such right shall not include the right to interview former and present employees, officers, directors, or agents of any party hereto without such party's prior consent. Any party undertaking such separate investigative efforts is free to disclose any information obtained pursuant to those independent efforts, and not derived from Common Interest Communications, to any Third Party or to use the information in any manner which that party desires, without the consent of any other party to this Agreement (except, of course, that if any undersigned Counsel communicates with a Client represented by another undersigned Counsel, those communications shall be subject to this Agreement).

11. Agreement to Notify of Cooperation Arrangement. Any party to this Agreement who (i) enters into a cooperation arrangement with any federal or state governmental agency, or (ii) is contacted concerning or is requested to enter into such an arrangement with respect to the Matter shall immediately notify all other signatories of the fact, and immediately withdraw from this Agreement.

12. Permitted Use of Party's Common Interest Communications. Any Common Interest Communications provided by a Client or his Counsel may be used without limitation by such Client and his Counsel.

13. Obligation to Withdraw; Divergence of Interest. Should the interest of any Client signing this Agreement diverge from the common interest of other signatories, that Client and Counsel for that Client shall withdraw from this Agreement. No signatory to this Agreement whose interests diverge from the common interest of the other signatories to this Agreement shall accept or request from any party to the Agreement any Common Interest Communications.

14. Right to Withdraw; Termination is Prospective Only. Each signatory to this Agreement has the right to terminate his or her participation at any time. Termination shall be effective upon tendering written notice to each attorney-party and returning to each attorney-party all Common Interest Communications received, and all copies, summaries or excerpts thereof. Following the withdrawal of any signatory to this Agreement, this Agreement shall no longer be operative as to subsequent communications between a signatory who has withdrawn and the remaining signatories, but shall continue to apply fully to all Common Interest Communications prior to termination of the withdrawing signatory's participation. In other words, a terminating signatory remains bound to maintain the confidentiality of Common Interest Communications received under this Agreement. Termination of a signatory's participation under this Agreement shall not operate as a waiver or authorize violation of this Agreement.

15. Withdrawal; Derivative Use of Information. In the event that any signatory to this Agreement withdraws from the Agreement, the remaining parties to the Agreement are free to make use of any information derived from any Common Interest Communications obtained from the withdrawing signatory, in preparation and in furtherance of the Common Interest effort.

16. Withdrawal; Potential Conflict Waived. No withdrawing party to this Agreement shall claim, or assert or support the contention that Counsel representing another Client have a conflict of interest in continuing to represent any other Client, nor shall any withdrawing Client object to Counsel's continued representation of the remaining Client(s). Nothing contained in this Agreement shall be used by any of the Clients as a basis for seeking to disqualify any Counsel from representing this Client in the Matter and no Counsel-signatory to this Agreement shall be prevented from examining or cross-examining any Client who testifies in any proceedings, whether under a grant of immunity or otherwise, because of such Counsel's participation in this Agreement.

17. Substitution of Parties or Attorneys. This Agreement shall automatically apply to successor, substitute or associate Counsel who may appear on behalf of any Client-party to this Agreement. This Agreement shall not be subject to abrogation by an heir, assign or other successor in interest to any party hereto, nor shall such heir, assign or successor in interest waive any privilege or doctrine with regard to Common Interest Communications pursuant to this Agreement.

18. Modification of Agreement; Addition of New Parties. Modification of this Agreement, including without limitation the addition of other parties as signatories to this Agreement, must be in writing and signed by all parties to this Agreement. Any and all requests by any Third Party to join in the benefits of this Agreement shall be submitted to both the Clients

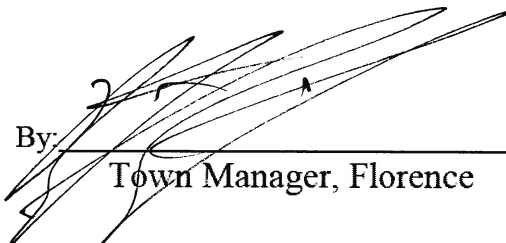
and Counsel for consideration and such Third Party shall become a party to this Agreement only with the unanimous written consent of the Clients after consultation with their Counsel.

19. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same document.

20. Not an Agreement to Violate Any Law. This Agreement in no way is intended (a) to encourage or commit any violation of law or unlawful interference with any official proceeding or investigation, or (b) to evade or oppose the revenue laws of any domestic or foreign governmental taxing authority. Each Client-party to this Agreement acknowledges that this has been explained by the Client's respective Counsel and that this is understood by the Client.

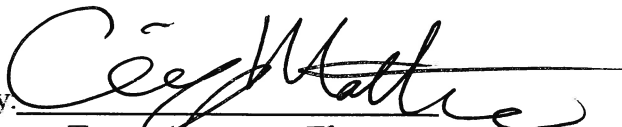
21. Applicable Law. This Agreement shall be governed by the laws of the United States and the State of Arizona without regard to the choice of the law or conflict of laws rules thereof.

The undersigned parties have reviewed and hereby agree to the terms and conditions of this Agreement effective as of the ____ day of _____, 2018.


By: _____
Town Manager, Florence

By: _____
Town Manager, Queen Creek

APPROVED AS TO FORM:

By: _____
Town Attorney, Florence

By: _____
Town Attorney, Queen Creek

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7a.
MEETING DATE: April 23, 2018 DEPARTMENT: Development Services STAFF PRESENTER: Christopher A. Salas, Development Services Director/Town Engineer SUBJECT: Purchase and installation of new Smith & Loveless Mark IX Screen & Schloss 6SWP Washer/Compactor		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input checked="" type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Approve the purchase and installation of the Smith & Loveless Mark IX screen and components, including the Smith & Loveless/SCHLOSS 6SWP washer/compactor from Western Environmental in an amount not to exceed \$117,865.00.

BACKGROUND/DISCUSSION:

The screen at the North Wastewater Treatment Plant (NWWTP) was originally designed in 1979, using both manual and mechanical operations to screen and remove debris from the waste stream that could not be biologically treated (plastic, clothing, etc.). The existing equipment is no longer operating at capacity due to the equipment's deterioration and age. Since corrosion has occurred, debris is passing through the system affecting the equipment used to treat and transport wastewater. The included washer/compactor would assist with excessive odors and limit exposure to contaminated debris.

The following bullets are safety, compliance, and maintenance concerns associated with the current screen not working properly:

- **Safety:** Confined space hazards, slip and fall hazards - Operations staff are unclogging pumps to keep operational on a weekly basis. (Safety Liability)
- **Compliance:** Clogged pumps - (potential overflow and potential for limited treatment); (ADEQ Compliance Liability)

- **Maintenance:** Clogged pumps - pump runs dry damaging seals and increases service intervals. (Maintenance Liability)

The objective is to stop debris from entering the equipment/treatment process; therefore, reducing maintenance intervals, excessive wear on pumps, excessive odors produced by the untreated screened waste, and reducing the risk of overflows.

FINANCIAL IMPACT:

Funding is budgeted and available in the current Wastewater budget (CIP: SU-13 WWTP Expansion (N. Florence)), to fund the purchase and installation of this equipment. The amount includes a 10% contingency.

A VOTE OF NO WOULD MEAN:

The Town of Florence would not move forward with the purchase or installation of the equipment.

A VOTE OF YES WOULD MEAN:

The Town of Florence would move forward with the purchase or installation of the equipment.

ATTACHMENTS:

- Sole Source Information
- Quote and equipment description
- Pictures of existing compactor

Town of Florence
Sole Source/Emergency Purchase Justification

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

Vendor Name: Western Environmental Date 5-Dec-17

Commodity (general description) Smith & Loveless Mark IX Screen & Schloss 6SP1 Washer/Compactor

Dollar Amount \$127,050.00 (If over \$25,000, must go to Town Council for approval)

Account Number 052-576-507 CIP SU-13 WWTP Expansion (N. Florence)

Sole Source

Check all entries that apply:

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

Emergency

Check all entries that apply. At least two of the following conditions must be met:

- ☐ Human life is in danger
- ☐ A natural disaster or act of God requires immediate action.
- ☐ An unanticipated circumstance poses a threat to city property.
- ☐ A situation exists where work on a specific project will stop or be adversely affected unless immediate action is taken.

Justification: Western Environmental is the sole distributor for Smith & Loveless Products in Arizona.

They have provided a "Sole Source Letter" and it is included/attached as supporting documentation.

On the basis of the foregoing, I recommend competitive procedures be waived and the material or service be procured as a sole source or emergency purchase as indicated above.

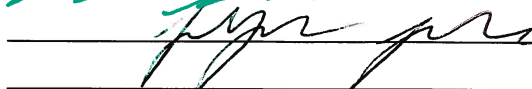
Signature of Department Director



Date

4/16/18

Review by Finance Director



Date

4-16-18

Approved by Town Manager



Date

Exhibit E

Smith & Loveless, Inc.



14040 Santa Fe Trail Drive
Lenexa, Kansas 66215-1284
United States of America
Phone: (913) 888-5201
Fax: (913) 888-2173

Subject: Representative in Arizona

To Whom it may concern:

Western Environmental Equipment Company (WEEC) is the exclusive representative of Smith & Loveless and Schloss Environmental in the entire state of Arizona. Mr. Dennis Gamache of WEEC will be happy to assist you.

He can be reached at 480-607-2884 or dgamache@weeci.com.

Best regards,

A handwritten signature in black ink, which appears to read 'Isaiah LaRue'. The signature is fluid and cursive.

Isaiah LaRue
Manager, Municipal Treatment Systems



Western Environmental Equipment Company
14455 N. 79th Street, Suite A
Scottsdale, AZ 85260

-Manufacturers Representatives for the Water and Wastewater Industries

Quotation # 5715
Tuesday, April 03, 2018

Jason Joynes
Town of Florence
P.O. Box 2670
Florence, AZ 85232

Replacement of Bar Screen at North Plant

Item	Qty	Description (Part Number)	Unit Price	Ext. Price
1)	1	<p>Smith & Loveless SCHLOSS Mark IX-A™, mounted at 90°, mechanically front cleaned, pivoted, Reacher type bar-screens with fully enclosed housing, all for installation by others, generally as shown on the equipment drawings.</p> <p>The screen is a Reacher, only the rake arms and rake enter the water to clean the bar rack. The chain, sprockets and bearings are normally out of the water. Screen construction will be 304 stainless steel fabrications, sprockets are medium carbon steel and the chain is stainless steel. Shafting will be corrosion protected C1045 medium carbon steel.</p>	\$66,390.00	\$66,390.00
2)	1	<p>Smith & Loveless/SCHLOSS Model 6SWP, nominal 6" diameter single screw size, included 30 degrees from the horizontal, Screenings Washing Press with integral, larger diameter elbows to obtain a vertical downward discharge.</p> <p>¾ HP motor direct connected to the high thrust receptive speed reducer which connects through a limited universal action connection to the washing.</p> <p>The screw is enclosed by the conveying tube which has openings for the spray water injectors and drainage perforations so the wash water can be received in the drainage pan and conveyed to the drain outlet pipe.</p>	\$32,360.00	\$32,360.00

3)	1	Removal of old screen and replacement with new screen above in existing channel. Includes all labor, materials and equipment required. Work to be done by Mehall Contracting.	\$8,400.00	\$8,400.00
		Total Price		\$107,150.00
		Freight to Jobsite	`	Included

Delivery: 10-12 weeks after receipt of purchase order. Submittals issued for record only.

Terms: Net 30 days

Please make purchase orders out to:

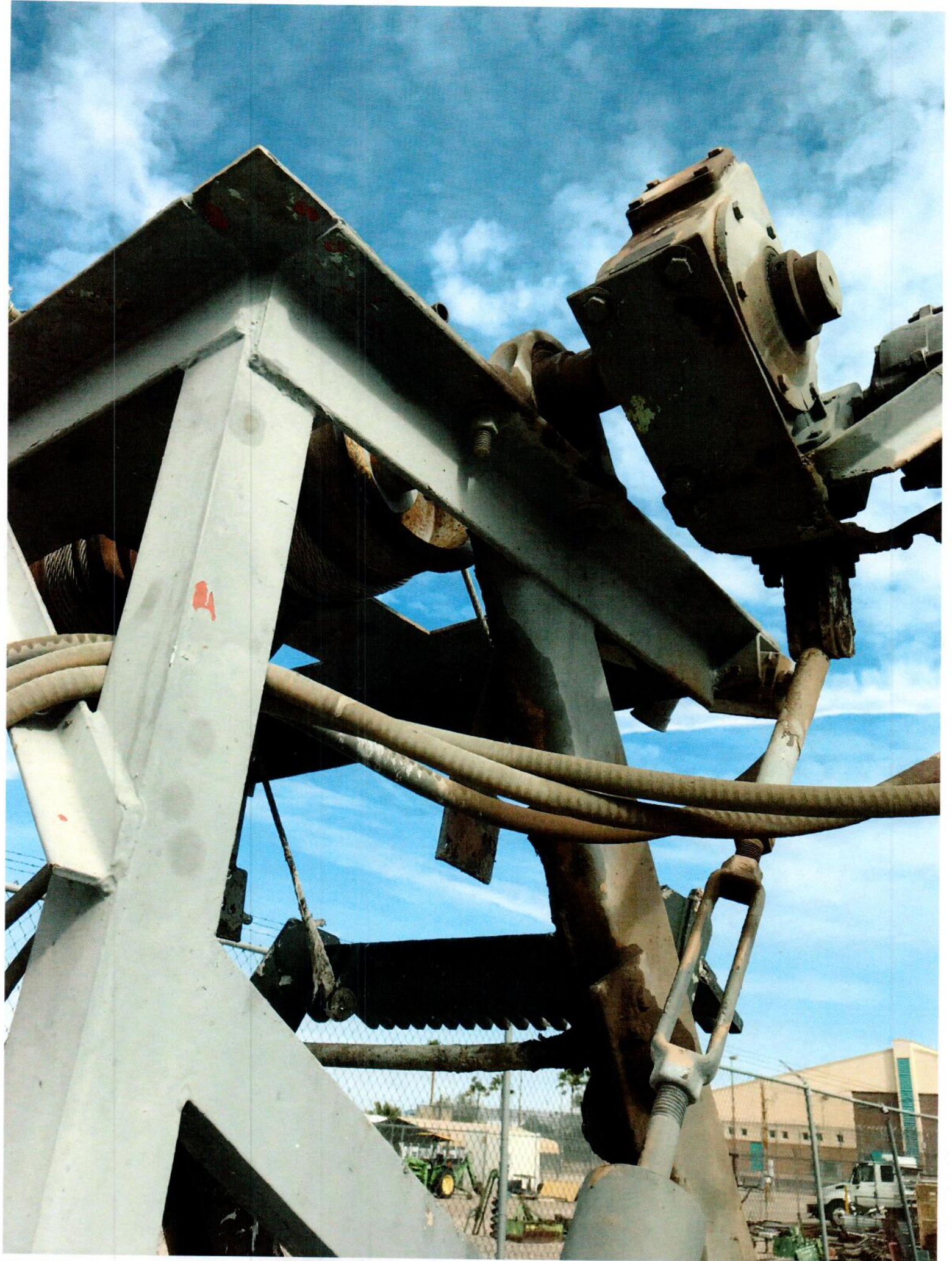
Western Environmental Equipment Co.
14455 N 79th St., Suite A
Scottsdale, AZ 85260

Validity: 30 Days

Regards,
Dennis Gamache




DANGER
THIS EQUIPMENT
STARTS
AUTOMATICALLY







	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7b.
MEETING DATE: April 23, 2018 DEPARTMENT: Administration STAFF PRESENTER: Benjamin Bitter, Assistant to the Town Manager SUBJECT: Resolution No. 1662-18: to provide cemetery lots to members of the Tohono O'Odham Nation, to rescind a past resolution, and to set future rates		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input checked="" type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Motion to adopt Resolution No. 1662-18: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AUTHORIZING THE SALE OF THE REMAINING PLOTS OF BLOCK 29 OF THE TOWN OF FLORENCE CEMETERY TO THE TOHONO O'ODHAM NATION, RESCINDING RESOLUTION NO. 544-96, AND ESTABLISHING FUTURE RATES FOR CEMETERY SERVICES AT THE THEN PREVAILING RATE.

BACKGROUND/DISCUSSION:

On February 20, 1996, the Town of Florence adopted Resolution No. 544-96, which authorized an Intergovernmental Agreement between the Town and the Tohono O'odham Nation. The Agreement set forth the terms of a partnership by which the Tohono O'odham Nation would have exclusive rights to Block 29 of the Town of Florence Cemetery, and set an interment fee of \$26.00 for each burial plot. Other fees were applicable, if the Tohono O'odham Nation used Town of Florence personnel and/or equipment for preparations or other accommodations.

During the course of a recent internal review, Staff determined that the Town of Florence had overcharged the Tohono O'odham Nation for the plots and services offered under the 1996 resolution. A review of past transactions found that the Tohono O'odham Nation should have a credit on their account of \$2,548 for these overpayments.

The Tohono O'odham Nation approached the Town of Florence with a desire to purchase the remaining 180 plots within Block 29 of the Town of Florence Cemetery. Because the purpose of the Intergovernmental Agreement and Resolution No. 544-96, from 1996, was to oversee the process of the sale of plots within Block 29, the Agreement will become moot upon the final sale of all plots within Block 29. As such, it is necessary to terminate the former Intergovernmental Agreement, and provide to the Tohono O'odham Nation the "instrument of termination adopted by the terminating party's governing board" as outlined in the Agreement (p. 4).

The Town values its partnership with the Tohono O'odham Nation and Gu achi District and look forward to continuing our relationship for many years.

A VOTE OF NO WOULD MEAN:

The Town would issue a credit to the Tohono O'odham Nation to compensate for the past overcharges. Remaining plots would be sold, as needed, under the former agreement (at \$26 per plot). Some additional fees would be at 1996 prices (if set apart in that agreement), while others would be at prevailing rate.

A VOTE OF YES WOULD MEAN:

The Town would transfer ownership of the remaining plots in Block 29 to the Tohono O'odham Nation, and would rescind Resolution No. 544-96. This would allow the Town to have uniform fees for additional services, thereby minimizing the possibility for future oversight.

FINANCIAL IMPACT:

Per the 1996 Intergovernmental Agreement contracted price, the remaining 180 plots will be at the rate of \$26 per lot. The \$2548 credit will be applied to the \$4,680 purchase price. A one-time withdrawal of \$2,132 will be transferred from the Community Account. The Community currently has sufficient funds for this purchase in their account with the Town of Florence.

ATTACHMENTS:

Resolution No. 1662-18
Cemetery Map

RESOLUTION NO. 1662-18

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AUTHORIZING THE SALE OF THE REMAINING PLOTS OF BLOCK 29 OF THE TOWN OF FLORENCE CEMETERY TO THE TOHONO O'ODHAM NATION, RESCINDING RESOLUTION NO. 544-96, AND ESTABLISHING FUTURE RATES FOR CEMETERY SERVICES AT THE THEN PREVAILING RATE.

WHEREAS, the Town of Florence adopted Resolution No. 544-96 on February 20, 1996, which set apart an Intergovernmental Agreement between the Tohono O'odham Nation and the Town relating to burial practices at the Town of Florence Cemetery; and

WHEREAS, in Resolution No. 544-96, the Town set aside Block 29 of the Cemetery for the Tohono O'odham Nation, and the Tohono O'odham Nation has requested to purchase all remaining plots within Block 29 at the price agreed to in the Agreement; and

WHEREAS, the Town values its relationship with the Tohono O'odham Nation, the Gu-achi District, and the Florence Indian Community, and agrees to sell the remaining plots in Block 29 at the price agreed to in the Agreement; and

WHEREAS, with the sale of the remaining plots within Block 29, the Town's obligations under the Intergovernmental Agreement authorized by Resolution No. 544-96 have been met; and

WHEREAS, the Town recognizes the unique and distinct burial practices of the Tohono O'odham Nation, and wishes to accommodate these practices, while establishing that if additional services are requested by the Tohono O'odham Nation, that these services shall be charged at the prevailing rate.

NOW, THEREFORE, BE IT RESOLVED THAT the remaining plot in unit 29 will be sold to the Tohono O'Odham Nation.

FURTHER BE IT RESOLVED THAT that Resolution No. 544-96 is rescinded and the underlying Intergovernmental Agreement is terminated and all future cemetery services will be provided at the prevailing rate at the time of service.

PASSED AND ADOPTED by a majority vote of the Mayor and Council of the Town of Florence on this 23rd day of April 2018.

Tara Walter, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

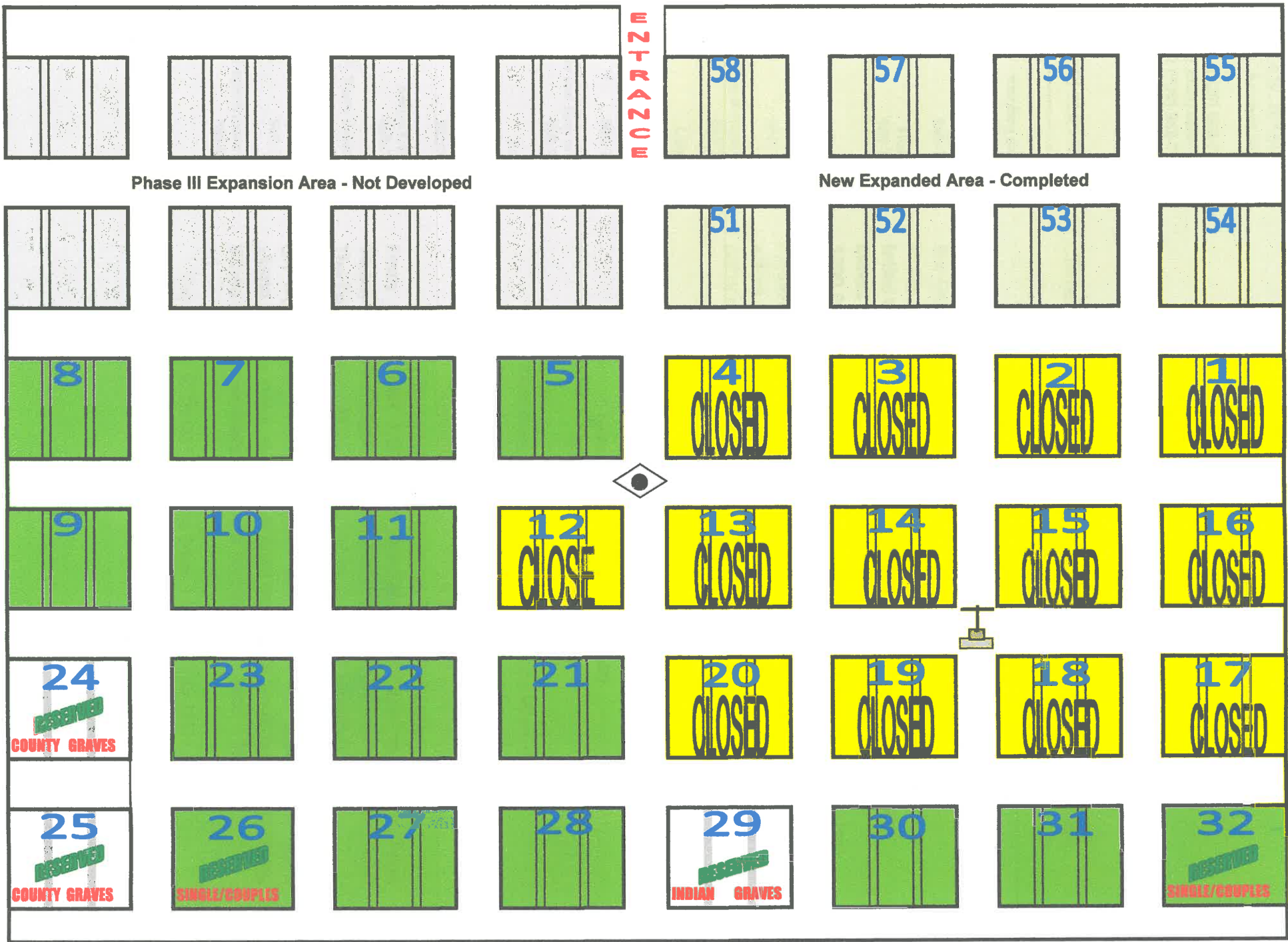
SALAZAR ROAD



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N
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M

Phase III Expansion Area - Not Developed

New Expanded Area - Completed



24
RESERVED
COUNTY GRAVES

25
RESERVED
COUNTY GRAVES

23

26
RESERVED
SINGLE/COUPLES

22

27
RESERVED

21

28

20
CLOSED

29
RESERVED
INDIAN GRAVES

19
CLOSED


30

18
CLOSED

31

17
CLOSED

32
RESERVED
SINGLE/COUPLES

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7c.
MEETING DATE: April 23, 2018 DEPARTMENT: Administration STAFF PRESENTER: Brent Billingsley, Town Manager SUBJECT: Services Agreement with Common Sense Consulting and Facilitation to Assist with a Strategic Planning Process for the Greater Florence Chamber of Commerce		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input checked="" type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Approve the Services Agreement with Common Sense Consulting and Facilitation (CSCF) to provide assistance to the Greater Florence Chamber of Commerce with its strategic planning process, in an amount not to exceed \$12,000.

BACKGROUND/DISCUSSION:

Karalea Cox, owner of CSCF, will assist the Greater Florence Chamber of Commerce with developing a strategic plan to guide the organization's activities for the next three years. The process will be similar to the one used to complete the Town of Florence Strategic Plan. The scope of work includes holding a meeting with the Chamber Board to review roles and responsibilities within the organization, conducting interviews with Chamber members and other stakeholders, and holding a work session with Town representatives and the Chamber Board to develop the essential elements of the strategic plan. The plan will identify focus areas, goals, metrics and timelines to implement activities.

The desired outcome of the process is to help the Chamber establish a foundation to build its program of work and ultimately become the Town's partner on economic development initiatives. Partnerships and relationships were identified as a Town of Florence Strategic Plan priority. The Chamber is listed as a stakeholder under the objective of partnering with community stakeholders so that all residents are engaged and contributing to the Town's activities.

Subject: Services Agreement with CSCF for Strategic Planning for Florence Chamber of Commerce Meeting Date: April 23, 2018

A VOTE OF NO WOULD MEAN:

The Town will not enter into a Services Agreement with Common Sense Consulting and Facilitation (Karalea Cox) to assist with the Greater Florence Chamber of Commerce strategic planning process.

A VOTE OF YES WOULD MEAN:

The Town will enter into a services agreement with Common Sense Consulting and Facilitation (Karalea Cox) to assist with the Greater Florence Chamber of Commerce strategic planning process.

FINANCIAL IMPACT:

The \$12,000 fee for the services agreement will come from the Strategic Plan contingency.

ATTACHMENTS:

Town of Florence Services Agreement

TOWN OF FLORENCE SERVICES AGREEMENT

The SERVICES AGREEMENT ("Agreement") is entered into by and between Karalea Cox (Common Sense Consulting and Facilitation) ("Vendor") and the Town of Florence, a political subdivision of the state of Arizona ("Town"), effective as of **April __, 2018 ("Effective Date")**. Town and the Vendor may be referred to in this Agreement collectively as the "Parties" and each individually as a "Party".

RECITALS

WHEREAS:

- A. Town requires the services of an independent contractor to provide services ("Services"); and
- B. Town desires to contract with the Vendor to provide these Services; and
- C. The Vendor is ready, willing, and able to provide the Services.

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Vendor and Town agree as follows:

AGREEMENTS

1. SCOPE OF SERVICES

Vendor shall provide the Services described in the Scope of Services attached hereto as Exhibit "A" (the "Services"). All work shall be reviewed and approved by Town's Contract Administrator to determine acceptable completion. Review and approval by the Contract Administrator shall not relieve Vendor of any liability for improper, negligent or inadequate services rendered pursuant to this Agreement.

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 work when she/he determines it is in the best interest of 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 Vendor to additional compensation.

2. ADDITIONAL SERVICES OR ALTERATIONS

The entire Scope of Services to be performed in accordance with this Agreement is set forth in Exhibit "A". Services which are not included in Exhibit "A" will be considered "Additional Services". The Vendor shall not perform such Additional Services without the prior written authorization in the form of an approved change order or contract amendment from Town. In the event the Vendor performs such Additional Services without prior written authorization from Town, it shall be

presumed that the Additional Services were included in the Scope of Services and Vendor shall not be permitted to request or receive any additional compensation for such Additional Services.

3. ACCEPTANCE

All materials or services are subject to final inspection and acceptance by Town. Materials or services failing to conform to the specifications of this Agreement shall be held at Vendor's risk and may be returned to the Vendor. If returned, all costs are the responsibility of the Vendor. Town may elect to do any or all of the following:

- (a) waive the non-conformance;
- (b) stop the work immediately;
- (c.) bring materials into compliance;
- (d.) terminate the agreement and seek all remedies available in law and in equity. This shall be accomplished by a written determination by Town.

4. FEES

The amount paid to the Vendor under this Agreement, including reimbursable expenses, shall not exceed **\$ 12,000.00**. Vendor shall be paid according to the schedule set forth in Exhibit "A".

Vendor shall submit to Town a monthly invoice describing the Services performed. Monthly payment may be made to Vendor on the basis of a progress report prepared and submitted by the Vendor for the work completed through the last day of the preceding calendar month. The Contract Administrator reserves the exclusive right to determine the amount of work performed and payment due the Contractor on a monthly basis. Monthly billings shall be accompanied by such documentation as the Contract Administrator may require for his/her determination of work performed and payment due.

All Expenses incurred by the Vendor under this Agreement are to be covered under the total contract compensation amount.

5. TERM OF AGREEMENT

This Agreement shall be in full force and effect when approved and signed by Town. The Vendor shall proceed with providing the Services immediately upon receipt of a notice to proceed issued by the Contract Administrator. The term of this Agreement shall be from the **Effective Date through September 30, 2018**.

6. WARRANTIES

Unless otherwise specified, all items shall be guaranteed for a minimum period of one (1) year from the date of acceptance by Town against defects in material and workmanship. At any time during that period, if a defect should occur in any item that item shall be replaced or repaired by the Vendor at no obligation to Town except where it is shown that the defect was caused solely by misuse by Town. Any defects of design, workmanship, or materials that would result in non-compliance with the contract specifications shall be fully corrected by the Vendor (including parts, labor, shipping or freight) without cost to Town. This includes any necessary labor to remove, repair, install, or to ship or transport any item to a point of repair and return. It is agreed that the Vendor shall be fully responsible for making any correction, replacement, or modifications necessary for specification or legal compliance.

Vendor expressly warrants that all goods and Services furnished under this Agreement shall conform to the specifications, appropriate standards, and will be new and free from defects in material or workmanship.

The Vendor warrants that the materials supplied under this Agreement are free of liens. Unless otherwise modified elsewhere in this Agreement, the Vendor warrants that for one year after acceptance by Town of materials and Services, they shall be: (i) of a quality to pass without objection in the trade under the agreement description; (ii) fit for the intended purposes for which the materials and Services are used; (iii) within variations permitted by the Agreement and are of even kind, quality, and quality within each unit and among all units; (iv) adequately contained, packaged and marked as the Agreement may require; and (v) conforming to the written promises or affirmations of fact made by the Vendor. The Vendor warrants that any materials and Services supplied shall be fit for all purposes and uses required by the Agreement. The warranties set forth herein are not affected by inspection, testing of or payment for the materials or Services by Town. The materials and Services supplied under this Agreement shall comply with all applicable federal, state and local laws, and the Vendor shall maintain all applicable licenses and permits. Vendor warrants that all materials (including software and hardware) and Services delivered under this Agreement will conform to the requirements of this Agreement (including all applicable descriptions, specifications, drawings and samples), and will be free from defects in material and workmanship and will be free from defects in design and fit for the intended purpose. Any inspection or acceptance of the goods by Town shall not alter or affect the obligation of Vendor or the rights of Town under the foregoing warranties. All representations and warranties made by the Vendor under this Agreement shall survive the expiration or termination hereof. The Vendor shall, in accordance with all terms and condition of the Agreement, fully perform and shall be obligated to comply with all purchase orders received by the Vendor prior to the expiration or termination hereof, unless otherwise directed in writing by the Contract Administrator, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of the Agreement.

Vendor's warranty shall run to Town, its successors and assigns.

7. TERMINATION OF AGREEMENT, OR PORTIONS OF SERVICES

Town has the right to terminate, suspend or abandon this Agreement for cause or convenience, or to terminate any portion of the Services which have not been performed by the Vendor.

Termination for Convenience. Town may terminate this Agreement, or any part thereof for its sole convenience, at any time without penalty or recourse. Vendor shall receive payment for Services satisfactorily completed and accepted by Town, as determined by Town in its reasonable discretion, based on the Scope of Services and schedule for payment. This fee shall be in an amount to be mutually agreed-upon by the Vendor and the Town, based upon the Scope of Services set forth in Exhibit "A" and the payment schedule set forth in Section 4 of this Agreement. If mutual agreement between the parties cannot be reached after reasonable negotiation, the Contract Administrator shall determine the percentage of satisfactory completion of each task set forth in the Scope of Services and the amount of compensation Vendor is entitled for such work, and the Contract Administrator's determination in this regard shall be final. Upon receipt of the written notice, the Vendor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to Town. In the event of termination under this paragraph, all documents, data and reports prepared by the Vendor under the Agreement shall become the property of and be delivered to Town. Town shall make such final payment within 60 days after the Vendor has delivered the last of the partially completed items.

If for any reason the Vendor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Vendor violates any of the covenants, agreements, or stipulations of this Agreement, Town may withhold from payment due to the Vendor such amounts as are necessary to protect Town's position for the purpose of set-off until such time as the exact amount of damages due to Town from Vendor is determined by a court of competent jurisdiction.

Termination for Cause/Remedies: Town reserves the right to terminate the agreement or any part thereof for cause, upon such written notice as shall be reasonable in the circumstances. Cause as used herein shall include but not limited to:

- (A) The Vendor fails to adequately perform the Services set forth in the Agreement;
- (B) The Vendor fails to make progress in the performance of the Agreement and/or gives Town reason to believe that the Vendor will not or cannot perform to the requirements of the Agreement.

The Vendor shall have ten (10) days from receipt of Town's written notice to provide a response to Town that is satisfactory to Town, in its sole discretion,

regarding the cause and the steps the Vendor has or will undertake to address all issues of concern. In the event the Vendor fails to address any issue of concern Town may, at its sole option, pursue one or more of the following remedies:

- (A) Cancel any agreement;
- (B) Reserve all rights or claims to damage for breach of any covenants of the Agreement;
- (C) Complete the Services using its own or contracted personnel. Town may recover any actual excess costs from the Vendor by:
 - i. Deduction from an unpaid balance;
 - ii. Collection against the bid and/or performance bond, or;

Any combination of the above or any other remedies as provided by law.

8. INDEPENDENT CONTRACTOR

It is understood that Vendor shall be an independent contractor with respect to Services provided under this Agreement, and shall not be deemed to be a partner, employee, joint venturer, agent, or to have any other legal relationship with Town. Except as otherwise expressly provided herein, Town shall not be responsible for the payment of any taxes, permit fees or licenses incurred or required by Vendor in order to perform Services under this Agreement. Vendor understands that the Vendor is responsible to pay, according to law, the Vendor's income tax, and this may include Vendor's self-employment, social security, and other taxes. As an independent contractor, Vendor is responsible for providing all workers' compensation insurance required by law. Vendor shall be solely responsible for the acts and omissions of its officers, agents, servants, and employees.

9. AMENDMENT AND ENTIRETY OF CONTRACT

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereto and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writings, agreements and other communications between the parties. It may not be changed or modified except by an instrument in writing signed by a duly authorized representative of each party.

10. RECORDS AND OWNERSHIP OF WORK PRODUCT

The Vendor agrees:

- (A) To submit all reports and invoices specified in this Agreement in a timely

manner.

- (B) To preserve and make available all records for a period of five (5) years from the date of final payment under this Agreement and for such period of time as is required by any other paragraph of this Agreement including the following:
- i. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for such a period of five (5) years from the date of any such termination.
 - ii. Records which relate to disputes, litigations or the settlement of claims arising out of the performance of this Agreement or to costs and expenses of this Agreement to which exception has been taken by Town shall be retained by the Vendor until such appeals, litigations, claims or exceptions have been finally resolved.
 - iii. If any litigation, claim or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

All documents and other work product generated on behalf of Town in connection with this Agreement (except for Vendor's notes for internal use) are the property of Town. Vendor agrees that all work product constitutes works "made for hire." In the event any such materials are not works "made for hire," Vendor hereby assigns to Town all rights in such materials and copyrights therein.

11. CONFLICT OF INTEREST

During the term of this Agreement, Vendor shall not knowingly accept or receive any compensation, fees, expenses, or other thing of monetary value from any person, agency, firm or enterprise with interests in conflict with those of Town. In the event of an unanticipated conflict of interest arises, Vendor shall immediately so inform Town.

12. APPROVAL BY TOWN

Before this Agreement shall become effective and binding upon Town, it must be approved by Town's Manager and/or Town Council. In the event that the Town Manager and/or Town Council fails or refuses to approve this Agreement, or approve funding for the Agreement, it shall be null and void and of no effect whatsoever.

13. NON-ASSIGNMENT

Neither this Agreement, nor any obligation of the Vendor hereunder, shall be assigned in whole or in part by Vendor without the prior written consent of Town and such attempted assignment shall be null and void and a material breach of this Agreement

and shall transfer no rights to the purported assignee.

The Vendor may engage such subcontractors or professional associates as Vendor may deem necessary or desirable for the timely and successful completion of this Agreement. However, the use of such subcontractors or professional associates for the performance of any part of the services specified in Exhibit "A" shall be subject to the prior written approval of Town. Employment of such subcontractors or professional associates in order to complete the Services set forth in Exhibit "A" shall not entitle Vendor to additional compensation beyond that set forth in Section 4. The Vendor shall be responsible for and shall warrant all Services including work delegated to such subcontractors or professional associates.

14. CANCELLATION OF AGREEMENT

Pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein by reference, all parties are hereby put on notice that this Agreement is subject to cancellation by Town if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of Town is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

15. COMPLIANCE WITH LAWS AND NON-DISCRIMINATION

In the performance of services hereunder, Vendor shall comply with all applicable state, federal and local laws or regulations. Without limiting the foregoing, Vendor shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1975 and Federal Executive Order No. 11246, State Executive Order No. 99-4 and A.R.S. § 41-1461 et. seq., which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have access to employment opportunities. The Vendor shall comply with Section 503 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Vendor shall comply with Title VI of the Civil Rights Act of 1964, as amended, which prohibits the denial of benefits or participation in contract services on the basis of race, color, or national origin. The Vendor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap in delivering contract services.

16. COMPLIANCE WITH IMMIGRATION LAWS

Pursuant to the provisions of A.R.S. § 41-4401, Vendor warrants to Town that Vendor and all its subcontractors are in compliance with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. § 23-214(A). Vendor acknowledges that a breach of this warranty by

Vendor or any of its subcontractors is a material breach of this Agreement subject to penalties up to and including termination of this Agreement or any subcontract. Town retains the legal right to inspect the papers of any employee of Vendor or any subcontractor who works on this Agreement to ensure compliance with this warranty.

Town may conduct random verification of the employment records of Vendor and any of its subcontractors to ensure compliance with this warranty.

Town will not consider Vendor or any of its subcontractors in material breach of the foregoing warranty if Vendor and its subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA § 1324(a) and (b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A).

The provisions of this Section must be included in any contract Vendor enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. "Services" for purposes of this Article are defined as furnishing labor, time or effort in the State of Arizona by a Vendor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

17. OWNERSHIP OF DOCUMENTS

All documents including but not limited to data computation, studies, reports, design notes and any original drawings which are prepared in the performance of this Agreement are to be and remain the property of Town and are to be delivered to the Contract Administrator before final payment under this Agreement is made to the Vendor or upon termination, abandonment, or suspension of this Agreement for any reason.

18. INDEMNIFICATION

The Vendor shall at all times indemnify, keep indemnified, defend and save harmless Town and any of its Mayor, council members, agents, officials, officers, representatives and employees from any and all claims, demands, suits, actions, proceedings, loss, costs and/or damages of every kind and description including any attorney's fees and/or litigation expenses which may be brought or made against or incurred by Town on account of loss of or damage to any property or for injuries to or death of any person caused by, arising out of, or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake, or negligence of the Vendor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of this Agreement or arising out of Workers' Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of the Vendor or its subcontractors or claims under similar

laws or obligations. The Vendor'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 Vendor, at Vendor'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 Vendor's obligations under this Section shall survive the expiration or earlier termination of this Agreement. Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this Article and shall not be construed in any way to limit the scope and magnitude of this Indemnification, nor shall this Indemnification be construed in any way to limit the scope, magnitude or applicability of the insurance provisions.

19. INDEMNIFICATION-PATENT, COPYRIGHT AND TRADEMARK

Vendor shall identify and hold harmless Town against any liability, including costs and expenses, for infringement of any patent, copyright or trademark or other proprietary rights of any third parties arising out of Agreement performance or use by Town of materials furnished or Services performed under this Agreement. The Vendor agrees upon receipt of notification to promptly assume full responsibility for the defense of any claim, suit or proceeding which is, has been, or may be brought against Town and its agents for alleged infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this Agreement and the Vendor further agrees to indemnify Town against any and all expenses, losses, royalties, profits and damages including courts' costs and attorney's fees resulting from the bringing of such suit or proceeding including any settlement or decree of judgment entered therein. It is expressly agreed by the Vendor that these covenants are irrevocable and perpetual.

20. CHANGES

Any changes to this Agreement shall be made in writing and signed by both parties.

21. NO AUTHORITY TO BIND TOWN

The Vendor has no authority to enter into contracts or agreements on behalf of Town, or in the name of Town, and nothing in this Agreement is to be construed to provide such authority.

22. DECLARATION BY VENDOR

Vendor declares that the Vendor has complied with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the Services to be performed under this Agreement.

23. NOTICE

Unless otherwise provided herein, demands or notices under this Agreement will be in writing and will be deemed to have been duly given and received either (a) on the date of services if personally delivered to the party to whom notice is to be given, or (b) on the 3rd day after the date of the postmark of deposit by first class United States mail, registered or certified postage prepaid and properly addressed according to the party's place of business as set forth above.

24. WAIVER AND SEVERABILITY

None of the provisions of this Agreement shall be deemed to have been waived by an act or knowledge of any party or its agents or employees, but only by a specific written waiver signed by an authorized officer of such party and delivered to the other party. A waiver of any part of this Agreement, whether express or by conduct, shall not constitute a continuing waiver of such part (unless explicitly stated to be so), or a waiver of any other part, nor shall a waiver of any breach of this Agreement, or any part of it, whether express or by conduct, constitute a waiver of any succeeding breach. The provisions of this Agreement shall be severable such that if any provision shall be deemed to be invalid and unenforceable for any reason, such invalidity or unenforceability shall not affect the remaining provisions hereof.

25. INSURANCE

The Vendor shall provide and maintain and cause any subcontractors to provide and maintain appropriate insurance. In no event shall the total coverage be less than the minimum insurance coverage specified below:

Commercial General Liability in an amount of not less than One Million Dollars (\$1,000,000) per occurrence.

Automobile Liability in an amount of not less than One Million Dollars (\$1,000,000) per occurrence.

The Vendor shall name Town, its Mayor, council members, agents, officers, representatives, officials and employees as additional insureds and shall specify that the insurance afforded by the Vendor shall be primary insurance and that any insurance coverage carried or self-insurance by Town, any department or employee shall be excess coverage and not contributory insurance to that provided by the Vendor. Said policy shall contain a severability of interest provision. Town reserves the right to continue payment of premium for which reimbursement shall be deducted from amounts due or subsequently due Vendor.

Failure on the part of the Vendor to procure and maintain the requested liability insurance and provide proof thereof to Town within ten (10) days following the commencement of a new policy, shall constitute a material breach of the Agreement

upon which Town may immediately terminate this Agreement. Within ten (10) days of signing this Agreement, the Vendor shall furnish the Town with copies of the Certificate of Insurance drawn in conformity with the above insurance requirements. Town reserves the right to request and receive certified copies of any or all of the above policies and endorsements.

The Vendor agrees to comply with statutory requirements for both workers' compensation and unemployment insurance coverage during the term of this Agreement. A Certificate of Insurance for workers' compensation coverage shall be provided within ten (10) days of signing this Agreement. The insurer shall agree to waive all rights of subrogation against Town, its Mayor and Council members, its officers, representatives, officials, agents, and employees for losses arising from Services performed by the Vendor for Town.

The Vendor is primarily responsible for the risk management of its Services under this Agreement, including but not limited to obtaining and maintaining the required insurance and establishing and maintaining a reasonable risk control and safety program. Town reserves the right to amend the requirements herein at any time during the Agreement subject to at least 5 days written notice. The Vendor shall require any and all subcontractors to maintain insurance as required herein naming Town and Vendor as "Additional Insured" on all insurance policies, except Worker's Compensation, and this shall be reflected on the Certificate of Insurance. The Vendor's insurance coverage shall be primary insurance with respect to all other available sources. Coverage provided by the Vendor shall not be limited to the liability assumed under the Indemnification provision of this Agreement. To the extent permitted by law, Vendor waives all rights of subrogation or similar rights against Town, its Mayor and council members, officials, agents, representatives, officers, and employees. All insurance policies, except Workers' Compensation required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, Town, its Mayor and council members, agents, representatives, officers, directors, officials and employees as Additional Insureds. Town reserves the right to require complete copies of all insurance policies and endorsements required by this Agreement at any time. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

26. COUNTERPARTS

This Agreement may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Agreement shall be deemed to possess the full force and effect of the original, but all of which together shall constitute one and the same instrument, binding on all of the parties. The parties agree that this Agreement may be transmitted between them via facsimile. The parties intend that faxed signatures constitute original signatures and that a faxed agreement containing the signatures (original or faxed) of all the parties is binding upon the parties.

27. INCORPORATION OF RECITALS

The Recitals are acknowledged by the parties to be substantially true and correct, and hereby incorporated as agreements of the parties.

28. ATTORNEY'S FEES

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorney's fees and reasonable costs and expenses (including expert witness fees), determined by the arbitrator or court sitting without a jury, which fees shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

29. CONSTRUCTION

The terms and provisions of this Agreement 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 Agreement 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 Agreement 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.

30. DISPUTES, GOVERNING LAW

Should any dispute, misunderstanding or conflict arise as to the terms or provisions contained in this Agreement, the matter shall first be referred to Town, and Town shall determine the term or provision's true intent and meaning.

This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the laws of the State of Arizona, without reference to choice of law or conflicts of laws principles thereof. Any action brought to interpret, enforce, or construe any provision of this Agreement shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Pinal (or, as may be appropriate, in the Justice Courts of Pinal County, Arizona or in the United States District Court for the District of Arizona, if but only if, the Superior Court lacks or declines jurisdiction over such action). The parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this paragraph.

31. ENTIRE AGREEMENT

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

32. LICENSES

Vendor shall maintain in current status all Federal, State, and Local licenses and permits required for the operations of the business conducted by Vendor and the Services to be provided under this Agreement.

33. PERMITS AND RESPONSIBILITIES

Vendor, shall, without additional expense to Town, be responsible for obtaining any necessary licenses and permits and for complying with any applicable Federal, State, County and Municipal Laws, codes and regulations in connection with the execution of the work, provision of Services and provision of materials.

34. LIENS

Vendor shall hold Town harmless from claimants supplying labor or materials to the Vendor or subcontractors in the performance of the Services under this Agreement. Vendor shall deliver appropriate written releases, in statutory form, of all liens to Town.

35. NON-EXCLUSIVE REMEDIES

The rights and the remedies of Town under this Agreement are not exclusive. Town shall be entitled to offset against any sums due to Vendor, any expenses or costs incurred by Town, or damages assessed by Town concerning Vendor's non-conforming performance or failure to perform the Agreement, including costs and damages incurred by Town.

36. TAXES

Vendor shall be solely responsible for any and all tax obligations which may result out of the Vendor's performance of this Agreement. Town shall have no obligation to pay any amounts for taxes, of any type, incurred by the Vendor.

37. INCORPORATION BY REFERENCE

All Exhibits to this Agreement are fully incorporated herein as though set forth at length herein.

38. SURVIVAL

All warranties, representations and indemnification by Vendor shall survive the completion or termination of this Agreement.

IN WITNESS WHEREOF, Vendor and Town have caused this document to be executed by their duly authorized representatives, this ____ day of April, 2018.

TOWN OF FLORENCE:

VENDOR:

By: _____

By: _____

ATTEST:

Lisa Garcia, Town Clerk

APPROVED AS TO FORM:

Clifford Mattice, Town Attorney

Exhibit A

Town of Florence

Professional Services Agreement for Strategic Planning Process with Greater Florence Chamber of Commerce

With

Karalea Cox

karaleacox@commonsensefacilitation.us

PO Box 1966, Eagar, AZ 85925

928.245.1998

Products and Services Required

Common Sense Consulting and Facilitation (CSCF) will coordinate with the Town of Florence to provide the Greater Florence Chamber of Commerce with assistance in developing a three year strategic plan including facilitation of the process, design and drafting of plan. This will include assistance with the following:

Scope of Work

1. Conference calls with Town and Chamber representatives to discuss project schedule and activities. *April 2018*
2. Hold meeting with Chamber Board to discuss board governance (roles/responsibilities of board and staff) *April 2018*
3. Use current survey material and data. Develop stakeholder survey based on missing information. *April 2018*
4. Conduct stakeholder survey via mail or digital technology *April 2018*
5. Conduct one on one interviews with stakeholders *April 2018*
6. Conduct Desk Review of current by-laws, contracts, board minutes, etc. Make recommendations for by-laws update, best practices, etc. *Early May 2018*
7. Finalize Desk Review *Early May 2018*
8. Conference call with Town and Chamber representatives to evaluate progress *May 2018*

9. Commence work with Town and Chamber representatives on comprehensive Strategic Plan Project Book. Work to organize community input, survey results. Includes information on next steps, etc. *May 2018*
10. Facilitate a work session with Town and Chamber Board to develop the essential elements of the Strategic Plan. Identify focus areas, goals, metrics and timelines. *May 2018*
11. Assimilate data for Strategic Plan *May/June 2018*
12. Conference call with Town and Chamber representatives to evaluate progress *June 2018*
13. Meet with Town and Board representatives to design and draft final plan. *June 2018*
14. Submit final plan to Board for review. *July 2018*

Authorized Representative

Karalea Cox is the only authorized representative for CSCF and therefore will be the only binding representative in this Offer and Scope of Work. Contact information for Karalea is: Karalea.cox@commonsensefacilitation.us, 928.245.1998, PO Box 1966, Eagar, AZ 85925.

Firm Overview

Common Sense Consulting and Facilitation (CSCF) is a fully licensed and insured LLC. It is founded on the ten+ years of experience that owner-operator Karalea Cox has as a facilitator and consultant. CSCF is located in Eagar, AZ.

Karalea started by facilitating town-hall style meetings to assist the educational community in improving access to higher education and training. She has trained with and facilitated for The Pacific Institute, which assists companies with organizational culture and the PX2 curriculum which is designed to help youth realize their full-potential. Karalea has also used her skills as a facilitator and consultant to help rural communities in Arizona and North Dakota develop strategic economic development and community plans as a consultant and facilitator for Building Communities, Inc. Karalea has facilitated local community, asset-based planning activities and written economic development plans for 18 rural communities and counties. Common Sense Consulting and Facilitation is designed to help rural communities and non-profits increase their capacity and plan for their futures.

Karalea has a BA in Education/English from Prescott College and 36 hours of graduate work in Higher Education Administration with Drexel University. Committed to volunteering, Karalea has served on several boards and councils including the Apache


County Youth Council, the Apache County Drug-Free Alliance, the Navajo and Apache Counties Workforce Investment Board and the Northern Arizona Council of Governments (NACOG) Economic Development Council. She also serves on the Family Values Coalition, an interfaith council serving southern Apache County. She volunteers her time as a mentor, community advocate and directs the inter-faith community choir in her hometown.

Proposed Fees/Compensation

This project shall commence April 15, 2018 and will be considered complete upon the Presentation of the Strategic Plan to Town of Florence Staff and the Greater Florence Chamber of Commerce. Compensation to CSCF will total \$12,000 and be distributed in three installments of \$4,000 due April 15, 2018, June 15, 2018 and upon the Presentation of the Strategic Plan to the Florence Chamber of Commerce in July of 2018. These fees do not include the cost of printing or distributing materials. Travel is included in the costs of these services.

Project Deliverables and Proposed Timeline

Deliverables	Timeline
Agreed upon project schedule and planning activities	Early April 2018
Meeting with Chamber Board on Board Governance, Roles, Responsibilities, Purpose of Strategic Plan	Mid-April 2018
Draft of Stakeholder questionnaires & survey	Mid-April 2018
Stakeholder Interviews	April 2018
Distribute, Collect and Analyze survey Data	April 2018
Desk Review with recommendations	Early May 2018
Strategic Plan Project Book	Mid-May 2018
All day facilitated planning session with Chamber	Mid-May 2018
Monthly Progress Reports	April, May, June 2018
Conference calls with Town and Board	April, May and June 2018
Draft of Plan	Mid-June 2018
Final Plan	Early July 2018

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7d.
MEETING DATE: April 23, 2018 DEPARTMENT: Human Resources STAFF PRESENTER: Scott Barber, HR Director SUBJECT: Resolution No. 1663-18: Personnel Policy Amendments		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Property <input checked="" type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Adoption of Resolution No. 1663-18: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ADOPTING REVISIONS TO THE TOWN OF FLORENCE PERSONNEL POLICY.

BACKGROUND/DISCUSSION:

Staff has been discussing a policy which would allow employees to sell back unused accrued vacation leave each year. This was one policy item that was also recommended by our Employee Incentive Committee. An Administrative Policy was drafted and reviewed by the Committee and the department directors and a final draft has been agreed upon by both groups. Our current Town Personnel Policy provides for the conversion of sick leave hours to vacation leave hours each year with certain conditions. It doesn't make any sense to continue to allow the sick-to-vacation conversion, and then have a policy which provides for payment for vacation leave. We are therefore bringing amendments to the vacation and sick leave provisions of our Personnel Policy to eliminate the conversion language in favor of the buy-back provisions of the Administrative Policy which is ready for the Town Manager's approval.

The Vacation Leave Buy-Back Administrative Policy would allow employees to receive compensation for unused accrued vacation leave hours each year, subject to requirements for usage during the year and a minimum leave balance, with the program subject to funding each year from projected fund balance available due to unexpended budget allocations. The Policy is attached for your review.

A VOTE OF NO WOULD MEAN:

The current Personnel Policy would not be amended. Staff would need to re-evaluate the advisability of the Vacation Leave Buy-Back Administrative Policy in light of the continued ability of employees to convert sick leave hours to vacation leave each year. It would therefore be unlikely that we would implement the program before the end of the current fiscal year.

A VOTE OF YES WOULD MEAN:

Approving the proposed Personnel Policy amendments, clearing the way for implementation of the Vacation Leave Buy-Back Administrative Policy.

FINANCIAL IMPACT:

There are four significant impacts that provide the rationale for the new leave buy-back policy:

1. It is an added benefit for our employees.
2. Allowing employees to redeem unused accrued vacation leave each year means the leave value is at the employee's current hourly rate, as opposed to the employee's pay rate at the time of separation or retirement which is generally higher.
3. Hours sold back each year are deducted from the Town's overall financial liability for accrued vacation leave hours.
4. Public safety employees who opt to redeem vacation leave hours instead of taking the time off don't have to be replaced when absent, thereby eliminating the additional cost of overtime (and bump-up pay in Fire).

Since the proposed leave buy-back policy is subject to usage and balance requirements, allows as few as eight hours and as many as 40 hours to be redeemed, and is completely voluntary, it is all but impossible to project the potential cost. Finance Director Jarvis has reviewed information from 2017 and determined that if the program had been in place last year, and if all employees eligible for the program at the end of calendar 2017 had participated at the 40-hour level, the cost would have been approximately \$83,000. For the reasons listed, this is a maximum number and the actual cost will likely be much lower.

ATTACHMENTS:

Resolution No. 1663-18

Proposed amendments to Section 802 and Section 803 of the Town of Florence Personnel Policy.

Final draft of the Vacation Leave Buy-Back Administrative Policy (AP 2018-01)

RESOLUTION NO 1663-18

**A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY,
ARIZONA, ADOPTING REVISIONS TO THE TOWN OF FLORENCE
PERSONNEL POLICY.**

WHEREAS, it has been brought to the attention of the Mayor and Council that the current Town of Florence Personnel Policy is in need of revision; and

WHEREAS, Section 14-33 of the Code of the Town of Florence and other applicable laws require that the Council take formal action by Resolution to declare the relevant document to be public record, and to approve and adopt such amendments;

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Town of Florence, Arizona, that the Town of Florence hereby adopts the recommended amendments to the Town of Florence Personnel Policy as follows:

- Article VIII, Section 802 – Vacation Leave
- Article VIII, Section 803 – Sick Leave

PASSED AND ADOPTED by the Town Council this 23rd day of April 2018.

Tara Walter, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

Section 802 - Vacation Leave

Vacation leave is provided to regular full-time employees of the Town on the following accrual schedule:

For All Employees Except Fire Department Employees Working Shift Work:

1 month through 4 years of service.....	8 hours per month
5 years through 9 years of service.....	10 hours per month
10 years through 14 years of service.....	13.34 hours per month
15 or more years of service.....	16.67 hours per month

For Fire Department Employees Working Shift Work:

1 month through 4 years of service.....	10.6 hours per month
5 years through 9 years of service.....	13.25 hours per month
10 years through 14 years of service.....	17.67 hours per month
15 or more years of service.....	22.08 hours per month

Upon completion of six months of service in the initial probationary period, vacation leave may be taken subject to available accrued leave. Part-time, temporary, on-call and seasonal employees are not eligible to accrue vacation time.

Accrued vacation leave may be carried over from year to year, subject to an accrual limitation of two times the amount which could be earned in twelve months of service, as illustrated below:

For All Employees Except Fire Department Employees Working Shift Work:

1-4 years of service	192 hours of carry-over allowed
5-9 years of service	240 carry-over hours allowed
10-14 years of service	320 carry-over hours allowed
15+ years of service	400 carry-over hours allowed

For Fire Department Employees Working Shift Work:

1-4 years of service	254 carry-over hours allowed
5-9 years of service	318 carry-over hours allowed
10-14 years of service	424 carry-over hours allowed
15+ years of service	530 carry-over hours allowed

All vacation leave accrued in excess of the accrual limitation shall be forfeited at the end of the pay period which includes December 31st of each year. The Town Manager may consider and approve exceptions to this limitation on a case-by-case basis, as recommended by the Personnel Officer. Holidays are not counted toward vacation days.

~~A maximum of 40 hours of sick leave may be converted to vacation leave on an annual basis, as provided in Section 803. Qualified employees may be eligible to receive pay for unused, accrued vacation leave in lieu of taking vacation time off, in accordance with applicable administrative policies.~~

Employees who have satisfactorily completed the initial probationary period and who terminate employment shall be paid for all unused accrued vacation leave. However, no more than 400 hours of vacation leave (maximum allowable accrual) shall be paid upon separation from employment. Vacation leave shall be scheduled by the department with due regard to the requirements for service delivery and the employee's wishes. Requests for vacation leave shall be made by the employee far enough in advance to allow planning for the absence. Vacation leave must be taken in increments no smaller than one-half hour.

Section 803 - Sick Leave

Sick leave with pay is granted to all probationary and regular full-time employees in the Town service. Part-time, temporary, paid-on-call, and seasonal employees are not eligible to accrue sick leave except as provided in state law. Sick leave shall be allowed only:

1. in case of an employee's mental or physical illness, injury or health condition; or need for medical diagnosis, care or treatment; or need for preventive medical care; or
2. for the circumstances enumerated in ARS 23-373(A)(3 and 4); or
3. for care of family member (as defined in ARS 23-371(H) with a mental or physical illness, injury or health condition; or who needs medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; or preventive medical care; or for the circumstances enumerated in ARS 23-373(A)(3 and 4), subject to a limitation of 48-hours per occurrence.

Sick leave shall accrue at the rate of eight hours per month for all regular full-time employees. Unused accrued sick leave may be carried over from year to year, subject to an accrual limitation of 960 hours.

Sick leave must be taken in 15-minute increments, or as otherwise provided in departmental policy to ensure adequate shift coverage. Town employees are not compensated for any unused accrued sick leave upon separation from the Town service. Misuse or abuse of sick leave is cause for disciplinary action as provided in these rules. Any employee who has exhausted available sick leave may substitute accrued vacation leave.

In order to receive compensation while absent on sick leave, the employee shall notify the appropriate supervisor at least one hour before the normal starting time for the employee. Failure to do so may result in the employee being considered absent without approved leave.

In the event that a paid holiday falls during a period when an employee is on approved paid sick leave, the holiday shall not be charged against the employee's accrued sick leave. In the event an employee becomes sick or has an accident during paid vacation leave, the time may be charged to accrued sick leave (subject to proper medical documentation).

~~Non-exempt employees who are not at the vacation leave accrual maximum and who have used less than 40 hours of sick leave during the calendar year shall be eligible to voluntarily convert up to 40 hours of sick leave to vacation leave on an hour-for-hour basis, such conversion to take place at the end of the pay period which includes December 31st of each year, except that no sick leave conversion will be allowed if it would result in the employee being over the vacation leave accrual limit at the time of the transfer. In addition, an employee must have a minimum sick leave accrual balance of~~

~~80 hours in order for the transfer to take place. Eligible employees must submit a written request to participate in the leave transfer option.~~

The Town of Florence shall comply with the provisions of the Family & Medical Leave Act of 1993 and its amendments, and the National Defense Authorization Acts of 2008 and 2010 and its amendments. The Town of Florence shall use a rolling 12-month period to calculate FMLA eligibility, except that for leave taken to care for a covered military service member with a serious injury or illness, the "single 12-month period" provided by law begins on the first day the eligible employee takes FMLA leave to care for the covered service member and ends 12 months after that date. In addition, all available paid leave time taken will be counted toward the FMLA leave entitlement.



Town of Florence

POLICY TITLE: VACATION LEAVE BUY-BACK	EFFECTIVE DATE: MARCH 1, 2018
RESPONSIBLE DEPARTMENT: ADMINISTRATION	AP / RESOLUTION No.: AP 2018-01
APPROVAL: <input checked="" type="checkbox"/> TOWN MANAGER SIGNATURE: _____ <input type="checkbox"/> TOWN COUNCIL DATE APPROVED: _____	
REFERENCES:	

1.0 PURPOSE:

To establish guidelines for Town employees to receive pay for unused, accrued vacation leave in lieu of taking vacation time off.

2.0 SCOPE:

All Town employees who are eligible to accrue vacation leave.

3.0 RESPONSIBILITIES:

The responsibility for assuring compliance with the provisions of this policy rests with the Human Resource Department.

4.0 POLICY:

It is the policy of the Town of Florence to allow employees to receive compensation for unused accrued vacation hours, subject to the limits and procedures herein established, subject to the availability of funds at the end of each fiscal year and/or other considerations as determined by the Town Manager. Employee participation is strictly voluntary.

5.0 PROCEDURE:

Town employees may convert unused, accrued vacation leave time to cash payment under the following conditions:

- 5.1 Employees may convert a minimum of 8 hours and a maximum of 40 hours of unused, accrued vacation leave to cash payment in any one fiscal year (minimum of 10.6 hours and maximum of 53 hours for Fire Department employees working shift work). Between May 15th and May 31st of each year, eligible employees may submit a completed Town of Florence Vacation Buy-Back Authorization Form to the Human Resource Department. The HR Department will confirm the eligibility of each employee submitting a Form and transmit a summary for payroll processing. Payment for hours converted will be made through a supplemental payroll, subject to all required Federal and state withholdings, with payment being made not later than the last working day of June.

- 5.2 Employees must have a minimum vacation leave balance of 80 hours (106 hours for Fire Department employees working shift work), and must have taken a minimum of 40 hours of vacation leave (53 hours for Fire Department employees working shift work) in the prior 12 months, to be considered eligible to participate in this buy-back program.

6.0 DEFINITIONS:

None

7.0 SUPPLEMENTAL FORMS:

- 7.1 Town of Florence Vacation Buy-Back Authorization Form



TOWN OF FLORENCE VACATION BUY-BACK AUTHORIZATION FORM

Employee Name: _____ Employee Number: _____

Department/Division: _____ Today's Date: _____

Employees may convert a minimum of 8 hours and a maximum of 40 hours of unused, accrued vacation leave to cash payment in any one fiscal year (minimum of 10.6 hours and maximum of 53 hours for Fire Department employees working shift work). Between May 15th and May 31st of each year, eligible employees may submit a completed Town of Florence Vacation Buy-Back Authorization Form to the Human Resource Department. The HR Department will confirm the eligibility of each employee submitting a Form and transmit a summary for payroll processing. Payment for hours converted will be made through a supplemental payroll, subject to all required Federal and state withholdings, with payment being made not later than the last working day of June. Employees must have a minimum vacation leave balance of 80 hours (106 hours for Fire Department employees working shift work) and must have taken a minimum of 40 hours of vacation leave (53 hours for Fire Department employees working shift work) in the prior 12 months, to be considered eligible to participate in this buy-back program.


I wish to participate in the Town of Florence Vacation Buy-Back Program. I therefore request _____ hours of my vacation leave balance to be converted to cash payment. I certify that I have read and understand the Policy guidelines and my request is in compliance with same.

Employee Signature

Human Resources Department Review/Approval:

Signature

Date

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7e.
MEETING DATE: April 23, 2018 DEPARTMENT: Administration STAFF PRESENTER: Benjamin Bitter, Assistant to the Town Manager / Public Information Officer SUBJECT: Community Showcase Video Program		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input checked="" type="checkbox"/> Community Vitality <input checked="" type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Authorize the Town Manager to enter into an agreement with CGI Communications for the Community Showcase Video Program.

BACKGROUND/DISCUSSION:

The National League of Cities' Community Showcase Video Program, administered by CGI Communications, Inc. (CGI), provides a way for municipalities to effectively tell their story through the power of video and digital media tools.

CGI works directly with the community to produce a series of videos for the Town's website to help promote tourism, educate and welcome new families and residents, and attract new businesses.

The Video Tour would include a message from the Mayor (and/or other civic leaders) and have additional segments that could highlight homes and real estate, education, health and wellness, parks and recreation, quality of life, business, industry, shopping, dining, and much more.

Dozens of other communities across the United States have used this service, including the Arizona communities of Coolidge, Queen Creek, Apache Junction, Wickenburg, Nogales, Somerton, Cottonwood, Show Low, and Bullhead City.

Under this business model, CGI solicits businesses for advertising. They can build websites or create videos for the businesses they secure as advertisers. The Town would have an ability to ensure the advertisers associated with Town videos are congruent with the Town's values and mission. To make the public aware that the

advertisements are not on the actual Town website (the videos are hosted off site), there will be a disclaimer page with language that could resemble:

“You are now leaving the Town of Florence, AZ website. This link is being provided as a convenience and for informational purposes only. The Town of Florence does not endorse any product or company nor does it constitute an endorsement or approval by Florence, AZ of any products, services or opinions of the corporation, organization or individual.

Click here to proceed if you are not forwarded automatically in five seconds.”

An example of this can be seen on the website of the City of Bremerton WA, located at <http://www.ci.bremerton.wa.us/> (click the link that reads “City Video Tour” on the bottom half of the page. It is a purple box).

A VOTE OF NO WOULD MEAN:

The Town would not have community videos featured on its website.

A VOTE OF YES WOULD MEAN:

The Town would enter into an agreement with CGI Communications, to create four video chapters that would highlight the Town, activities, and amenities within the area. This would commit the Town to host a link to the video on its homepage for three years. From discussion with other communities, the process of writing scripts, filming videos, editing videos, and posting online could take over five months.

FINANCIAL IMPACT:

The Community Showcase Video Program is provided as a service to cities and towns, and there is no charge to cities or towns for utilizing the program. The Company, CGI, will attempt to solicit companies to advertise on the site that will host the Town’s videos.

ATTACHMENTS:

Sample Agreement
Sponsorship Policy (CGI)
Sample Letter to Business Owners



2018 Community Video Program

Name: Tara Walter

Title: Mayor

Address: 775 N MAIN ST

City, State, Zip: FLORENCE, AZ 85132

Phone: 520-868-7500

Email: tara.walter@florenceaz.gov

Website: www.florenceaz.gov

This agreement is between CGI Communications, Inc. ("CGI") and the Town of Florence (the "Town") and shall remain in effect from the date it is signed by both parties until the third anniversary of the date that the completed and approved Community Video Program is made available for viewer access on different devices via a link on the www.florenceaz.gov homepage, including any alternate versions of that homepage.

During the term of this Agreement, CGI shall:

- ☐ Produce a total of 4 video chapters with subject matter that includes but is not limited to: Welcome, Education, Healthy Living, Homes / Real Estate
- ☐ Provide one Community Organizations chapter to promote charities, nonprofits and community development organizations
- ☐ Provide script writing and video content consultation
- ☐ Send a videographer to Town locations to shoot footage for the videos
- ☐ Reserve the right to use still images and photos for video production
- ☐ Provide all aspects of video production and editing, from raw footage to final video including professional voiceovers and background music
- ☐ Provide a final draft of Community Video Program content subject to Town's approval (up to 3 sets of revisions allowed). CGI's request for approval of content or revision, including final draft, shall be deemed approved if no response is received by us within 30 days of request
- ☐ Provide our patented OneClick[®] Technology and encode all videos into multiple streaming digital formats to play on all computer systems, browsers, and Internet connection speeds; recognized player formats include WindowsMedia[®] and QuickTime[®]
- ☐ Store and stream all videos on CGI's dedicated server
- ☐ Feature business sponsors around the perimeter of video panels
- ☐ Be solely responsible for sponsorship fulfillment including all related aspects of marketing, production, printing, and distribution
- ☐ Facilitate viewer access of the Community Video Program from Town website, including any alternate versions of Town's homepage, for different devices, by providing HTML source code for a graphic link to be prominently displayed on the www.florenceaz.gov website homepage as follows: "Coming Soon" graphic link designed to coordinate with existing website color theme to be provided within 10 business days of execution of this agreement. "Community Video Program" graphic link to be provided to replace the "Coming Soon" link upon completion and approval of videos
- ☐ Grant to Town a license to use CGI's Line of Code to link to and/or stream the videos
- ☐ Own copyrights of the master Community Video Program
- ☐ Assume all costs for the Community Video Program
- ☐ Afford businesses the opportunity to purchase various digital media products and services from CGI and its affiliates

Program add-ons will include:

- ☐ CGI will include multiple segments of aerial footage

During the term of this Agreement, the Town shall:

- ☐ Provide a letter of introduction for the program on Town's letterhead
- ☐ Assist with the content and script for the Community Video Program
- ☐ Grant CGI the right to use Town's name in connection with the preparation, production, and marketing of the Program
- ☐ Display the "Coming Soon" graphic link prominently on the www.florenceaz.gov homepage within 10 business days of receipt of HTML source code
- ☐ Display the "Community Video Program" link prominently on its www.florenceaz.gov homepage, including any alternate versions of your home page, for viewer access on different devices for the entire term of this agreement
- ☐ Ensure that this agreement remains valid and in force until the agreed upon expiration date, regardless of change in administration
- ☐ Grant full and exclusive streaming video rights for CGI and its subsidiaries, affiliates, successors and assigns to stream all video content produced by CGI for the Community Video Program
- ☐ Agree that the town will not knowingly submit any photograph, video, or other content that infringes on any third party's copyright, trademark or other intellectual property, privacy or publicity right for use in any video or other display comprising this program.

This Agreement constitutes the entire agreement of the parties and supersedes any and all prior communications, understandings and agreements, whether oral or written. No modification or claimed waiver of any provision shall be valid except by written amendment signed by the parties herein. Town warrants that it is a tax exempt entity. The undersigned, have read and understand the above information and have full authority to sign this agreement.

The Town of Florence, AZ

CGI Communications, Inc.

Signature:

Name (printed):

Name (printed): Nicole Rongo

Title:

Title: Vice President of Marketing and Acquisitions

Date:

Date: March 26 2018

SPONSORSHIP POLICY

- ▶ It is the policy of CGI Communications/e-LocalLink not to solicit or otherwise provide sponsorship opportunities to any business or organization that may be perceived as offensive. These types of establishments include, but are not limited to, adult bookstores/entertainment, pawnshops, and tattoo/piercing parlors.
- ▶ Additionally, the participating community may advise CGI Communications/e-LocalLink of specific businesses to be disallowed as sponsors. The participating community must advise CGI Communications/e-LocalLink of this information in writing PRIOR to the beginning of the sponsorship solicitation campaign.
- ▶ As a privately owned company, independent of the participating community, CGI/e-LocalLink can eliminate from consideration those companies and organizations it deems inappropriate. The participating community is not responsible for actions taken by CGI/e-LocalLink in eliminating from consideration those businesses and organizations CGI/e-LocalLink has deemed inappropriate.

DATE

Dear Valued Business Owner:

The Town of Florence is excited to announce a new partnership with CGI Communications, Inc. to create a series of professionally produced online videos to highlight everything our community offers residents, visitors, and business owners.

In addition to creating the videos, CGI is ensuring they are seen. Mobile devices have shifted the landscape of business, making it more important than ever to embrace technology as residents of Florence are able to stream high quality video on every device. For many businesses, getting noticed online can be a challenge; however, **utilizing video dramatically improves visibility and drives more action to your website** than static pages; the demand for video climbing even higher for users on mobile devices. Today, mobile usage has surpassed desktop usage and that number continues to climb. CGI Communications will ensure your video program is future-proof for years to come!


With an easily viewable interface on the official city website, this video program will encourage viewers to learn more about area attractions, economic development opportunities, quality of life, and the businesses supporting the program. In addition, the city's official website will backlink to CGI's www.elocallink.tv, which hosts the Video Tour.

We are dedicated to highlighting the advantages of living and working in Florence; advantages that include access to our wonderful business community; and we feel that this video program can be widely successful. We encourage you to consider participating in this city-wide program as it provides an exciting opportunity to showcase your business and utilize the power of video on your own websites and social media pages.

To learn more about sponsorship opportunities or to request an appointment please e-mail BrandonB@cgicommunications.com.

Best Regards,

Signatory
Title

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7f.
MEETING DATE: April 23, 2018 DEPARTMENT: Development Services, Planning Division STAFF PRESENTER: Larry Harmer, Planning Manager SUBJECT: The Mosaic Church of the Nazarene Design Review Appeal (PZ-17-51-DR)		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input checked="" type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input checked="" type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnerships and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

The Council may take action to either uphold the Planning and Zoning Commission's condition of approval, modify, or delete condition #13 of the Planning and Zoning Commission's approval.

BACKGROUND/DISCUSSION:

In 2014, the Mosaic Church of the Nazarene purchased the 10-acre parcel at the Southwest Corner of Merrill Ranch Parkway and Felix Road, in the Anthem at Merrill Ranch Master Planned Community. On September 18, 2014, the Mosaic Church of the Nazarene received Design Review approvals for Phase One of the overall Church Campus Master Plan. Construction began; however, the approvals expired after construction ceased for an extended period and all building permits lapsed.

On February 15, 2018, the Town of Florence Planning and Zoning Commission considered the subject application for re-approval. The Commission unanimously voted to approve the Design Review request for the Mosaic Church of the Nazarene, with the added condition of approval requiring that prior to issuance of a Certificate of Occupancy (C of O), an all-weather fire apparatus approved secondary emergency access be provided from Felix Road.

In their discussion, some Commissioners expressed concerns for public safety and emergency vehicle response due to having only one point of ingress/egress in the first phase of the development, located on Merrill Ranch Parkway. It was noted that a secondary point of ingress/egress is planned for the second phase of the development,

which will provide access to the site from Felix Road. For additional details of the discussion, please refer to the meeting minutes, Exhibit D. An audio recording of the meeting is also available upon request.

On March 1, 2018, the Town received a formal appeal from the applicant, requesting Town Council eliminate the Planning and Zoning Commission's added condition of approval (#13 listed below). The applicant's formal protest/rationale for this added condition of approval is attached as Exhibit B.

ANALYSIS:

The proposed Phase One development plan meets the Anthem at Merrill Ranch PUD requirements and Town of Florence Development Code requirements, including the required number of driveways and driveway dimensional standards. In addition, the applicant has worked with staff to accommodate emergency access points within the site. The first phase of development will have one fire restricted cul-de-sac where emergency vehicles can turn around on-site and safely access the building. The cul-de-sac serves as a temporary access road for emergency vehicles and is designed in compliance with the Town's Fire and Engineering requirements. The turn-around is restricted for emergency access only.

This design review application and master campus site plan was reviewed by the Fire Department and found to be in compliance with the 2006 International Fire Code - fire access requirements. The temporary cul-de-sac located West of the building and the single access from Merrill Ranch road provided with Phase One was also reviewed and approved by the Fire Department and is found to be in compliance with the 2006 International Fire Code. Please refer to Exhibit C for additional details regarding emergency vehicle access requirements.

For complete details of this design review request, please refer to the Planning and Zoning Commission Staff Report with exhibits, attached as Exhibit E.

FINDINGS:

The Planning and Zoning Commission approved the Mosaic Church of the Nazarene Design Review Case PZ-17-51-DR on February 15, 2018 with the following Conditions **(item 13 is subject of appeal to Town Council)**:

1. Design Review approval shall expire in one year from this approval (February 16, 2018) if a building permit is not issued for the subject construction within said period.
2. Project shall comply with all applicable Town Codes, including all applicable building, fire and engineering codes.
3. Any exterior lighting on the property and on the buildings shall be in compliance with applicable light control restrictions. Parking lot pole lights on the building plans show a

25' height, where the Town permits a maximum height of 24'. Parking lot pole lights shall not exceed 24' in height.

4. All utility boxes, back-flow preventers and similar equipment shall be painted to match the surrounding buildings.
5. Final fire access and cul-de-sac shall be approved by the Town Fire Chief and provided on a final site plan subject to Development Services staff approval.
6. Final grading and drainage plans and the Traffic Impact Analysis are subject to the review and approval of the Town Engineer and such approvals might result in minor modifications to the proposed site plan.
7. Final landscape and site plans are subject to the review and approval of Development Services staff and such approvals might result in minor modifications of the proposed site plan.
8. Fractured granite rip rap shall be used at the bottom of retention basins and swales.
9. Any roof-mounted HVAC equipment shall be screened from street view by the building's architectural parapet.
10. A Comprehensive Sign Plan will be applied for and processed by separate review in accordance with the procedures and requirements of the Development Code.
11. Compliance with this Design Review approval shall be required prior to issuance of Final Certificate of Occupancy.
12. Any additional conditions deemed necessary by the Planning and Zoning Commission.
13. **Prior to issuance of a Certificate of Occupancy, the applicant will provide an approved secondary all-weather emergency accessway to the new church facility for fire apparatus, in a manner acceptable to the Town.**

PUBLIC PARTICIPATION:

Under Arizona Revised Statutes, Title 9, Section-462.04. and per the Town of Florence Development Code, a public hearing is not required for a Design Review application.

- Staff notes that Pulte Homes and the Anthem at Merrill Ranch HOA have approved this design review prior to September 18, 2014.

The schedule for Planning and Zoning and Town Council meetings for this case are as follows:

February 15, 2018 Planning and Zoning Commission (action to approve conditionally)

April 23, 2018 Town Council (action on appeal request)

All meetings will be held at Town Hall Council Chambers – 775 North Main Street.

A VOTE OF NO WOULD MEAN:

The Town Council disagrees with the appellants request and confirms the Planning and Zoning Commission's conditions of approval.

A VOTE OF YES WOULD MEAN:

The Town Council agrees with the appellants request and eliminates condition #13 of the Planning and Zoning Commission's approval.

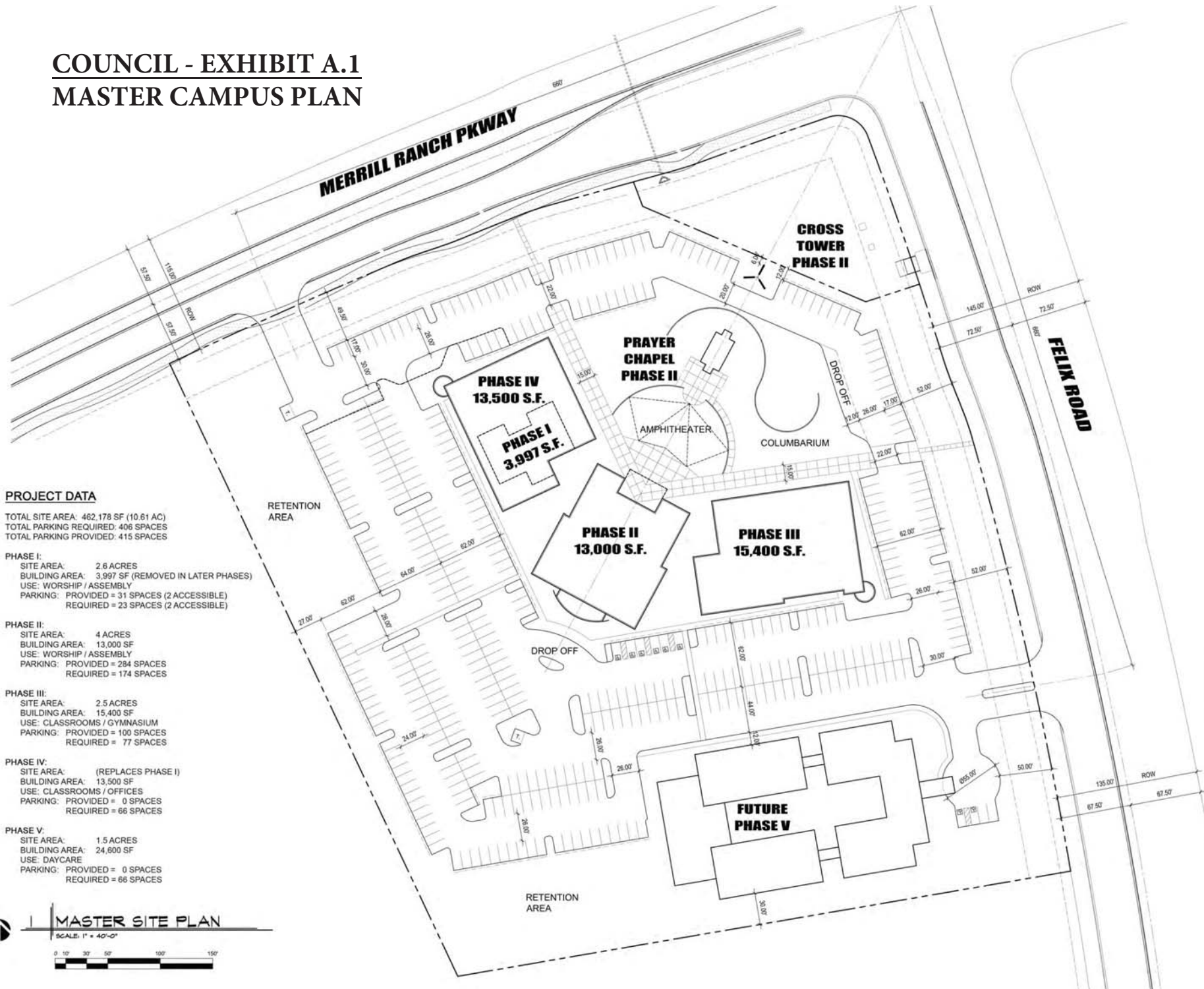
FINANCIAL IMPACT:

Neutral, approval or denial of this request has no impact to the Town's finances.

ATTACHMENTS:

- Exhibit A - Campus Master Plan and Phase One Site Plan
- Exhibit B - Formal Written Appeal
- Exhibit C - Memorandum from David Strayer, Fire Chief
- Exhibit D - Meeting Minutes
- Exhibit E - Planning and Zoning Commission Staff Report

COUNCIL - EXHIBIT A.1 MASTER CAMPUS PLAN



revisions

**MOSAIC
NAZARENE
CHURCH**

Florence
Arizona

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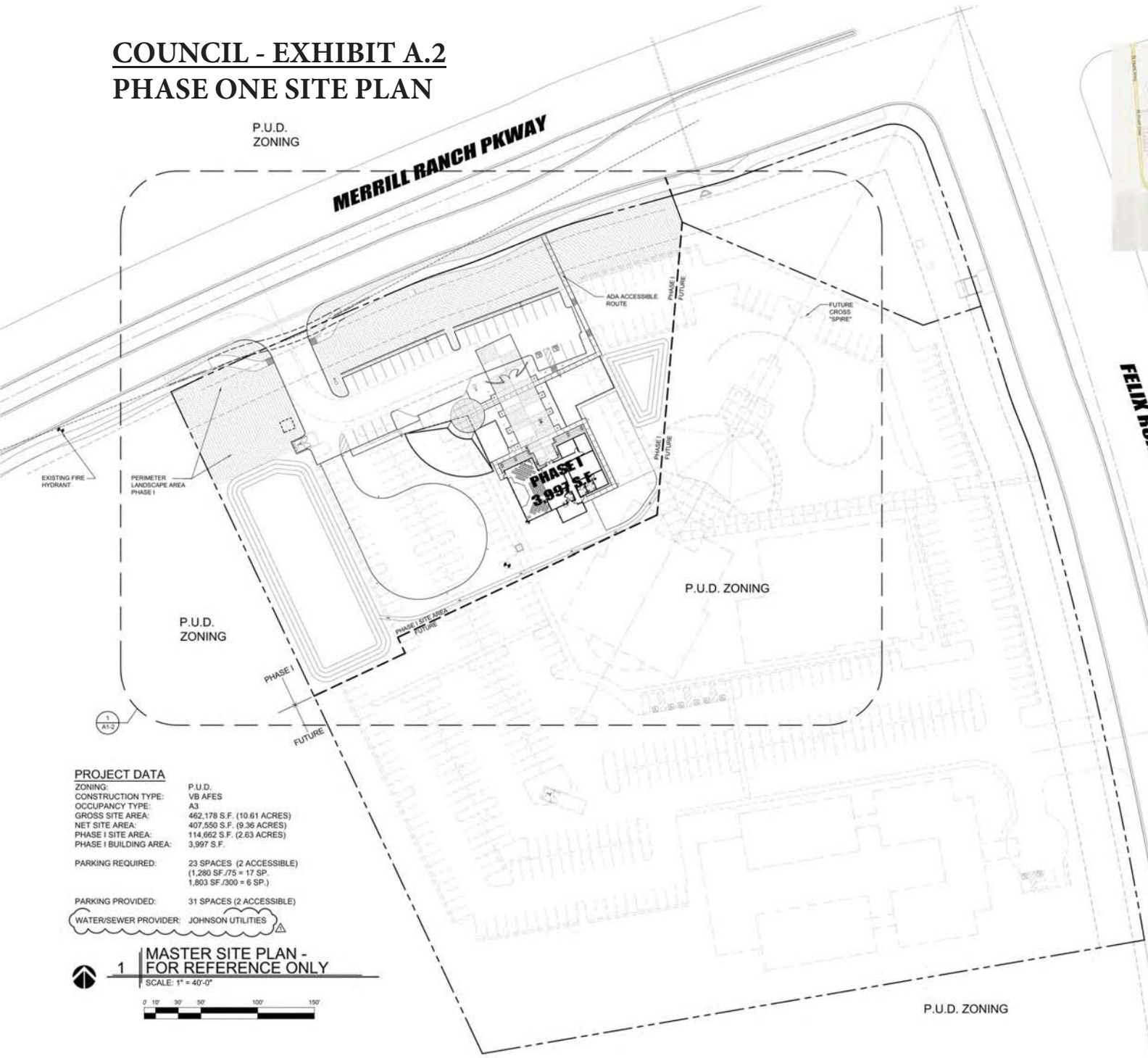
date: June 10, 2014
 project no: 1402

A-1

MASTER SITE PLAN

COUNCIL - EXHIBIT A.2

PHASE ONE SITE PLAN



PROJECT DATA

ZONING: P.U.D.
CONSTRUCTION TYPE: VB AFES
OCCUPANCY TYPE: A3
GROSS SITE AREA: 462,178 S.F. (10.61 ACRES)
NET SITE AREA: 407,550 S.F. (9.36 ACRES)
PHASE I SITE AREA: 114,662 S.F. (2.63 ACRES)
PHASE I BUILDING AREA: 3,997 S.F.

PARKING REQUIRED: 23 SPACES (2 ACCESSIBLE)
(1,280 SF./75 = 17 SP.
1,803 SF./300 = 6 SP.)

PARKING PROVIDED: 31 SPACES (2 ACCESSIBLE)

WATER/SEWER PROVIDER: JOHNSON UTILITIES

1 MASTER SITE PLAN -
FOR REFERENCE ONLY
SCALE: 1" = 40'-0"



VICINITY MAP
N.T.S.

PROJECT
SITE

revisions

3/22/2015 TOWN COMMENTS

**MOSAIC
NAZARENE
CHURCH**

5431 West
Merrill Ranch Parkway
Florence, Arizona

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3702 east kachina drive
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date: November 24, 2014
project no: 1402

A1-1

TOWN SUBMITTAL #2
MASTER SITE PLAN - FOR REFERENCE ONLY

COUNCIL - EXHIBIT B

P&Z Commission
Town of Florence Arizona

Dana Burkhardt,

This letter is written as a formal appeal in regard to the P&Z Commission requirement of a the “added stipulation that prior to issuance of a C of O, an all-weather fire apparatus approved secondary emergency access be provided from Felix Road in a manner acceptable to the Town.”

It is our understanding that the original design in regard to the fire safety plan had been reviewed and approved by Fire Inspector John Kemp and also reviewed by the Fire Chief David Strayer. Following their professional review and inspection of the plans and the property they are comfortable with the fire safety plans.

As a note of information: The Mosaic fire suppression system is an excellent system and has already passed town’s inspection. If in the event of a fire the system would automatically extinguish the fire quickly. If a fire would happen while people were present, they would be instructed to leave the faculty and make their way to the sidewalk in front of the church and wait for the arrival of the Fire Department. They would never be instructed to get in their cars and flee the area.

In the scenario of Fire Station Two being unable to respond and Fire Station One were called out from Hunt Highway, in their normal procedure and make their way north on Felix Road to Merrill Ranch Parkway, they can ether make their way up the road to the next cross street on the four lane Merrill Ranch Parkway and be able to make the U-turn easily (as the street is designed to function) they could arrive in timely manner. In addition, the Fire Truck would naturally have right of way to come against traffic on the eastbound lane and enter the church property.

We would argue that for the fire truck to enter the property on an all-weather emergency entrance, it would take them longer then to naturally by taking their “right of way” and come against traffic on the eastbound lane and enter the church property. We are convinced that this is a faster and safer plan.

To argue “what if’s” is not productive when those who are trained and working in the respected field of Fire Safety have already made provisions for as many scenarios as would be anticipated.

We request that we proceed with the original plan approved by the Fire Marshal and the Fire Chief. We trust their professional judgment and are grateful for their diligent review of the fire Safety Plan for Mosaic Church of the Nazarene’s Phase One building.

Respectfully Submitted,

Mosaic Church of the Nazarene
Executive Church Board
Reverend Kevin B. McGinnis

520-709-0815

520-709-1012

Pastorkevin@mosaicnazarene.org



M E M O R A N D U M

DATE: April 4, 2018

TO: Larry Harmer, Planning Manager

FROM: David Strayer, Chief, Florence Fire Department

SUBJECT: Case # PZ-17-51 DR - Mosaic Church

A submittal for Fire Department emergency access on this project was received for fire plan review and was found to be in compliance with the 2006 International Fire Code - fire access requirements. The existing temporary cul-de-sac located West of the building and single access from Merrill Ranch road being utilized during Phase 1 was also reviewed and approved by the Fire Department and found to be in compliance with the 2006 International Fire Code.

The temporary single access from Merrill Ranch Road is acceptable by the fire department for Phase 1, primarily due to the building having fire sprinklers. Fire sprinklers allow a building of this size an extension of up to 300 ft of travel distance from a single access point. This standard applies if this phase was temporary or permanent.

I concur with Battalion Chief John Kemp's decision regarding emergency access requirements for Phase One of the Nazarene Church facility. Mitigating factors in the decision include the presence of a fire sprinkler system, which greatly enhances the fire protection and safety of this occupancy. A secondary access location from Felix Road will be required with Phase II of the development.

COUNCIL - EXHIBIT D

Excerpt from Action Minutes of the February 15 Planning & Zoning Commission Regular Meeting Minutes:

Agenda Item:

5A. Design Review for Mosaic Church Campus and 1st Phase Improvements (PZ-17-51-DR)

PRESENTATION/APPROVAL/DISAPPROVAL – Request by Kevin McGinnis for preliminary design review approval of a proposed 10 acre multi-phase church campus development plan located at the SWC of Merrill Ranch Parkway and Felix Road. This request also includes design review approval for the Phase One building and site improvements.

Chairman Pranzo introduced the item and opened the floor for staff presentation. Staff explained this evenings action is for only Phase I, however staff is happy to receive comments and input on the overall church campus master plan to address as future phases come forward. Staff presented that this is a re-approval of expired Design Review APPROVAL. Commissioner Smidt inquired if it would be possible to double the required ADA parking spaces from 2 spaces to 4. Applicant noted there are actually 4 ADA spaces designated on site. Commissioner Shoppell expressed concern over the adequacy of the single right-in / right-out access location shown in Phase I. Commissioner Shoppell explained that vehicles heading westbound on Merrill Ranch Parkway from Felix would be required to make a u-turn around the median, near the golf club entrance, and that is already a busy intersection. Mr. Burkhardt stated the plan was reviewed by traffic safety and there have been no concerns expressed with the current design.

Chairman Pranzo explained that the Town has matured in the areas of traffic safety and understands the need for two access points. The Chair requested the applicant explain the current stage of completion for this phase of the project. Applicant, Kevin McGinnis, 7615 W. Georgetown Way, explains that the building is 90% complete and hard scape is 100%. Chairman asked the applicant how difficult it would be to add another access location at this time. Kevin mentioned that a separate unpaved access point may be possible. He also explained that the existing entry is approx. 3 cars wide and exiting traffic would not obstruct the access of an emergency vehicle to the site, as currently improved.

Commissioner Smidt noted response from Fire Station 1 would require fire trucks to coming northbound on Felix would head west on Merrill Ranch Parkway and make a u-turn to get to site. Kevin explained that he has sat and discussed the Fire Departments needs and they have approved an on-site turn around to provide adequate fire access. The Fire Dept has not expressed concern with this design. Commissioner Smidt noted that a median cut in Merrill Ranch Parkway to allow left-ins would alleviate some of these concerns.

Commissioner Shoppell noted he is not comfortable with only one access location. Chairman Pranzo noted that this request is for approval or disapproval tonight. Planning Manager Larry Harmer, explained that staff has discussed this with the Fire Chief and will revisit with the Fire Dept to further pursue a second access option at this time. Phase 2 is scheduled to include the second entrance to Felix.

Vice Chair Frost noted the staff report discusses the need for two turning circles. Staff noted the Fire Dept accepted a single turn-around location.

Chairman Pranzo made a motion to approve this case with the added stipulation that prior to certificate of occupancy, the Town Fire Chief sign off in writing that one ingress/egress will satisfy the needs of the first phase of the complex. Motion seconded by Vice Chair Frost. Motion is split with Commissioners Shoppell and Smidt voting to deny motion. Motion Fails on a 2-2 vote.

Chairman Pranzo moved to approve this case with the added stipulation that prior to the Town issuing a C of O, the complex will have a graded secondary emergency entrance and exit to the facility from Felix Road. Motion seconded by Vice Chair Frost. Motion passes unanimously.

COUNCIL - EXHIBIT E



Planning and Zoning Commission Staff Report

February 15, 2018
Agenda Item (5B)

Project Name: Mosaic Church Design Review (PZ-17-51-DR)
Prepared By: Dana Burkhardt, AICP
Reviewed By: Larry Harmer, Planning Manager

REQUEST:

This is a request for approval of the following:

A Design Review application for the Mosaic Church submitted by Kevin McGinnis. This application includes preliminary design review approval of a proposed 10 acre multi-phase church campus development plan located at the SWC of Merrill Ranch Parkway and Felix Road, in the Merrill Ranch Community. This request also includes design review approval for the Phase One building and site improvements on 2.6 acres located west of the intersection of Merrill Ranch Parkway and Felix Road in Florence, Arizona, AKA, a portion of APN 211-01-005D.

BACKGROUND:

The Mosaic Church of the Nazarene was founded in 2007 and was originally located within the Town core. Currently, the church is temporarily holding services at the American Leadership Academy School within the Anthem at Merrill Ranch Community. In 2014, the church purchased the 10 acre parcel and on September 18, 2014 received Design Review approval of Phase 1, which subsequently expired after construction ceased and all approvals expired. When complete, the Mosaic Church will be the first worship facility within the Anthem Community. Anthem at Merrill Ranch Planned Unit Development (PUD) identifies three worship sites within the community, though it is noted that churches can be located within any zoning district.

ANALYSIS:

The applicant has submitted a design review application for preliminary approval of the conceptual master plan for all 10 acres, and complete design review materials for approval of the first phase of the five-phase master plan. The proposed church will consist of a former Pulte Modular building. The building meets and exceeds the Anthem design standards and will meet the church's needs until they can proceed with future phases.

The 3,997 sq. ft. building will include a sanctuary, classroom spaces, restrooms, offices and a preschool. The main entrance into the facility will have a covered shade structure with brick piers that welcome attendees into the site. For additional details refer to the Phase 1 Bldg. Floor Plan, EXHIBIT C.

ELEVATIONS:

The building will be placed on the northern portion of the parcel facing Merrill Ranch Parkway. The facility's design is based on traditional prairie style architecture characteristic of the Anthem at Merrill Ranch Master Planned Community and design standards for the area per attached exhibits. The architectural style compliments the surrounding area and compliments the Anthem community as an additional community amenity. The colors, along with the landscape, are site and context appropriate. The building will boast brick columns, similar brick face that is on the community center buildings. The entrance of the building will have shade structure of fabric that is rust color.

Staff notes that the Phase One site plan and building elevations meet all requirements pertaining to setbacks and building heights. Refer to EXHIBIT B.

PARKING/CIRCULATION:

Vehicular ingress/egress into the site will provided by a "right only in and right out" driveway on Merrill Ranch Parkway. The overall master plan parking areas will be phased in as needed to meet parking demands and the second vehicular ingress/egress to Felix Road will be constructed during the second phase of the project.

The parking lot will consist of 31 spaces along with two ADA access spaces near the main entrance of the church which meets Town Code. The applicant, in addition, has worked with staff to accommodate emergency access points within the site. The site will have two fire restricted cul-de-sacs where emergency vehicles can turn around and safely access the building. These areas are designed per Fire and Engineering requirements and will be restricted for emergency access only. The two turning circles will also be curbed and designed as temporary access roads.

LANDSCAPING:

The proposed church site will continue the landscaping design that is currently within and around the Anthem community. The landscaping for the proposed church will be extended eastward towards Felix Road. The landscaping within the first phase area will be similar to the plant pallet that is already within the Anthem community. Landscaping will be limited to around the facility and along the frontage of Merrill Ranch Parkway. The overall master landscape plan will be phased in with ongoing development. The church will also boast outdoor space within the shade canopy and west of the building in the lawn area.

PUBLIC PARTICIPATION:

Under Arizona Revised Statutes, Title 9, Section-462.04. and per the Town of Florence Development Code, a public hearing is not required for a Design Review application.

- Staff notes that Pulte Homes and the Anthem at Merrill Ranch HOA have approved this design review prior to September 18, 2014.

STAFF RECOMMENDATION:

Staff finds this request in compliance with the Anthem at Merrill Ranch Planned Unit Development (PUD) and with applicable Town Codes and is in keeping with the character established for this area. Therefore, staff hereby recommends approval of the Design Review application for **PZ-17-51-DR**, subject to the following conditions:

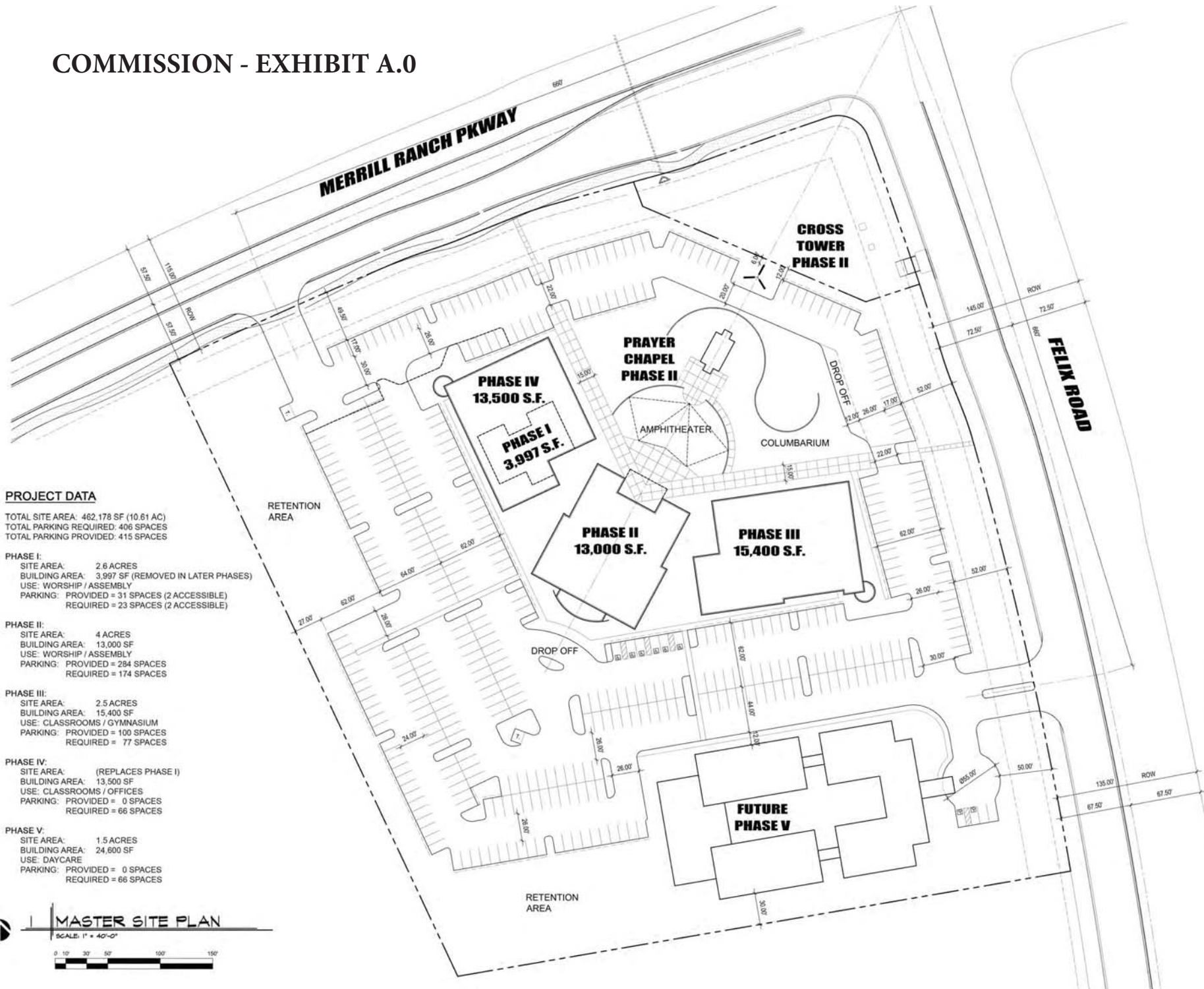
1. Design Review approval shall expire in one year from this approval (February 16, 2018) if a building permit is not issued for the subject construction within said period.
2. Project shall comply with all applicable Town Codes, including all applicable building, fire and engineering codes.
3. Any exterior lighting on the property and on the buildings shall be in compliance with applicable light control restrictions. Parking lot pole lights on the building plans show a 25' height, where the Town permits a maximum height of 24'. Parking lot pole lights shall not exceed 24' in height.
4. All utility boxes, back-flow preventers and similar equipment shall be painted to match the surrounding buildings.
5. Final fire access and cul-de-sac shall be approved by the Town Fire Chief and provided on a final site plan subject to Development Services staff approval.

6. Final grading and drainage plans and the Traffic Impact Analysis are subject to the review and approval of the Town Engineer and such approvals might result in minor modifications to the proposed site plan.
7. Final landscape and site plans are subject to the review and approval of Development Services staff and such approvals might result in minor modifications of the proposed site plan.
8. Fractured granite rip rap shall be used at the bottom of retention basins and swales.
9. Any roof-mounted HVAC equipment shall be screened from street view by the building's architectural parapet.
10. A Comprehensive Sign Plan will be applied for and processed by separate review in accordance with the procedures and requirements of the Development Code.
11. Compliance with this Design Review approval shall be required prior to issuance of Final Certificate of Occupancy.
12. Any additional conditions deemed necessary by the Planning and Zoning Commission.

ATTACHMENTS:

- EXHIBIT A.0 – Mosaic Campus Master Plan
- EXHIBIT A.1 – Master Plan Narrative
- EXHIBIT A.2 – Master Landscape Concept
- EXHIBIT B – Phase 1 Site Plan
- EXHIBIT C – Phase 1 Bldg. Floor Plan
- EXHIBIT D – Color Building Elevations
- EXHIBIT E – Mosaic Color Board

COMMISSION - EXHIBIT A.0



revisions

MOSAIC NAZARENE CHURCH

Florence
 Arizona

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date: June 10, 2014
 project no: 1402

A-1

MASTER SITE PLAN

COMMISSION - EXHIBIT A.1

FLORENCE MOSAIC CHURCH OF THE NAZARENE Master Plan Narrative

for the development of the 10 acre lot on the southwest corner of Merrill Ranch Parkway and Felix Roads in Anthem at Merrill Ranch of Florence Arizona. 5431 West Merrill Ranch Parkway, Florence, Arizona 85132.

Phase I

The relocated building is a 3997 ft.² and will have several Sunday school rooms, offices, and a small worship space seating around 100. As seen on the renderings the exterior will be an updated Community Center – looking building aesthetic, with colors and materials chosen to represent the Anthem neighborhood. The colors were selected from nearby homes and facilities and the brick veneer will match the nearby Community buildings. The first phase of the site development will include 2.6 acres, with 34 parking spaces. The balance of the site will remain undisturbed and weed free. There will be an entry plaza, a children's play area, and a sloped grass area, along with the site's main retention basin.

Phase II

The 13,000 ft.² building will house our main worship services with 500 seats. Exterior elevation will appear as a Worship Center/Performing Arts Center. The colors and materials chosen will represent the Anthem neighborhood well. The colors will be selected from nearby homes and facilities, the brick veneer will match the phase 1 community building. The second phase of the site development will include 4 acres and 284 parking spaces. Balance of the site will remain undisturbed and weed free. There will be a sloped grass area for gathering, a small 200 square-foot stone prayer chapel, a Cross Tower that will not exceed 30' tall.

Phase III

The building is 15,400 ft.² and will be used primarily for education purposes. It will include Sunday school classrooms, fellowship hall, small gymnasium area, larger classroom, and a fully functional kitchen. The exterior the building will match the previous two phases and its look and aesthetics. The colors and materials will be chosen to represent the Anthem neighborhood. The colors will be selected from nearby homes of which will also include a brick veneer that will match the nearby community buildings. This portion will require around 3 acres, with an addition of 100 new parking spaces. The balance of the site will remain undisturbed and weed free.

Phase IV

This building of 13,005 in square feet will be reserved for more education space, children's ministry space, youth ministry space in the event that we need to expand the square footage of the property to meet the needs and demands of the ministries there. We will replace the phase 1 building of 3997 Square feet. This would illuminate the grassy area and the covered patio portion of phase 1. The exterior will be similar in elevation for phase 2 and phase 3. Colors would match the materials presented in the neighborhood as well as already on the campus. No additional parking spaces would be added to this portion of the project. The balance of the site will remain undisturbed and weed free.

Phase V

The remaining 3.3 acres of the property will be set in reserve to be sold specifically for the construction of a Daycare Facility for children. The building's elevation will reflect its intended use and will fit the aesthetics of the entire campus in one cohesive project. The colors and materials will be chosen from the campus and from the surrounding neighborhood as well as a brick veneer that will match our community buildings. This will conclude the entire project on the campus. With the intention of no additional parking spaces as they will be provided from previous projects for this building.

(DRAFT ONE/ SEPTEMBER 2, 2017)

COMMISSION - EXHIBIT A.2

LANDSCAPE NOTES

ALL FINISHED GRADES TO BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO THE INSTALLATION OF ANY PLANT MATERIAL.

PLANT MATERIAL TO BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. ALL TREE LOCATIONS TO BE STAKED BY THE LANDSCAPE CONTRACTOR AND APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO ANY HOLES BEING DUG.

THE CONTRACTOR IS TO PROVIDE A 2 LB SAMPLE OF THE PROPOSED DECOMPOSED GRANITE FOR REVIEW AND APPROVAL BY THE LANDSCAPE ARCHITECT AND OWNER. THE CONTRACTOR SHALL PROVIDE 100% COVERAGE OF NON PAVED AREAS WITHIN THE LIMITS OF CONSTRUCTION.

FOR ALL TREE PLANTING THAT ENCOUNTERS HARDPAN/CALICHE PROVIDE SEPARATE UNIT PRICE TO INSTALL TREES WITH AN AUGER.

IT IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO INFORM THE LANDSCAPE ARCHITECT OF ANY PLANT MATERIAL CONCERNS BASED ON THE PLANTING SEASON (E.G. SUMMER VS WINTER) SHOULD THE LANDSCAPE CONTRACTOR HAVE ANY CONCERNS ABOUT PLANT MATERIAL DUE TO HEAT OR FROST EXPOSURE. THE INSTALLER SHALL REQUEST A SUBSTITUTION OR DELAY IN PLANTING. ONCE PLANTED, ALL PLANT MATERIAL IS SUBJECT TO SPECIFIED WARRANTIES.

ALL PALM AND DECIDUOUS TREES TO BE UNCONDITIONALLY GUARANTEED FOR ONE YEAR AFTER INSTALLATION. ALL OTHER PLANTS SHALL BE GUARANTEED FOR A MINIMUM PERIOD OF 90 DAYS FROM THE DATE OF FINAL APPROVAL BY THE CITY/OWNER. ANY PLANT MATERIALS NOT APPROVED BY CITY/OWNER PRIOR TO OCTOBER 1 OF THE CALENDAR YEAR IN WHICH THEY ARE INSTALLED SHALL BE FURTHER GUARANTEED UNTIL MAY 20TH OF THE FOLLOWING CALENDAR YEAR.

TREES, SHRUBS, VINES, GROUNDCOVERS AND TURF WHICH HAVE TO BE REPLACED UNDER THE TERMS OF THE GUARANTEE SHALL BE GUARANTEED FOR AN ADDITIONAL 90 DAYS FROM THE DATE OF REPLACEMENT.

THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL FINISHED GRADES AND FOR MAINTAINING POSITIVE DRAINAGE AWAY FROM ALL BUILDINGS DURING THE FINISH GRADING PROCESS. ALL SLOPES NOT TO EXCEED 4:1 IN LANDSCAPE AREAS.

THE LANDSCAPE CONTRACTOR SHALL VERIFY BERM AND RETENTION BASIN LOCATIONS SHOWN ON THESE PLANS WITH THOSE ON THE CIVIL ENGINEERING PLANS. SHOULD A DISCREPANCY EXIST BETWEEN THE PLANS, THE LANDSCAPE ARCHITECT SHALL BE NOTIFIED IMMEDIATELY.

UNDER NO CIRCUMSTANCE SHALL ANY TREE BE PLANTED WITHIN 5' OF ANY BUILDING WITHOUT THE EXPRESS WRITTEN APPROVAL OF THE LANDSCAPE ARCHITECT.

TREES AND SHRUBS SHALL BE PLACED A MINIMUM OF 6' FROM PUBLIC ACCESSWAYS, UTILITY CABINETS AND FIRE HYDRANTS.

SHRUBS MUST BE AT MATURITY, 6' FROM THE REAR OF A FIRE HYDRANT. NO MATERIAL OTHER THAN GROUNDCOVERS MAY BE PLACED BETWEEN A FIRE HYDRANT AND THE STREET OR ROADWAY OR 6' ON EITHER SIDE. FIELD VERIFY ALL HYDRANT LOCATION WITH THE CIVIL ENGINEERING PLANS.

ALL SITE IMPROVEMENTS, INCLUDING LANDSCAPE AND SITE CLEAN UP MUST BE COMPLETED PRIOR TO FINAL APPROVAL OR CERTIFICATE OF OCCUPANCY.

TREES ADJACENT TO PEDESTRIAN WALKWAYS SHOULD HAVE MINIMUM CANOPY CLEARANCE OF 8'6".

ALL GROUNDCOVERS TO BE PLANTED ON CORNER (SEE PLANT LEGEND) IN A MANDRILL PATTERN.

ALL G.C. DIMENSIONS ARE NOTED ON PLAN.

1/2" SCALE (DIMENSION "X").

INCLUDE WITH MATERIALS LIST: APPLICATION OF MULCH TO SURFACE AWAY FROM TREES AND SHRUBS TO PREVENT SPRINKLER NOZZLE.

PREPARE SOIL PER SPECIFICATIONS AND REPAIR TO A MINIMUM OF 4" FROM TO NEAR SPRINKLER NOZZLE.

GROUND COVER PLANTING

NO SCALE

PRUNE BRONZED/REDA BRANCHED AND RUN

PLANTING: PLANT ALL CUTS WITH TREE DRESSING.

DO NOT PLANT TREES NEARER THAN 10' FROM ANY EXISTING OR PROPOSED SIDEWALK OR ROAD.

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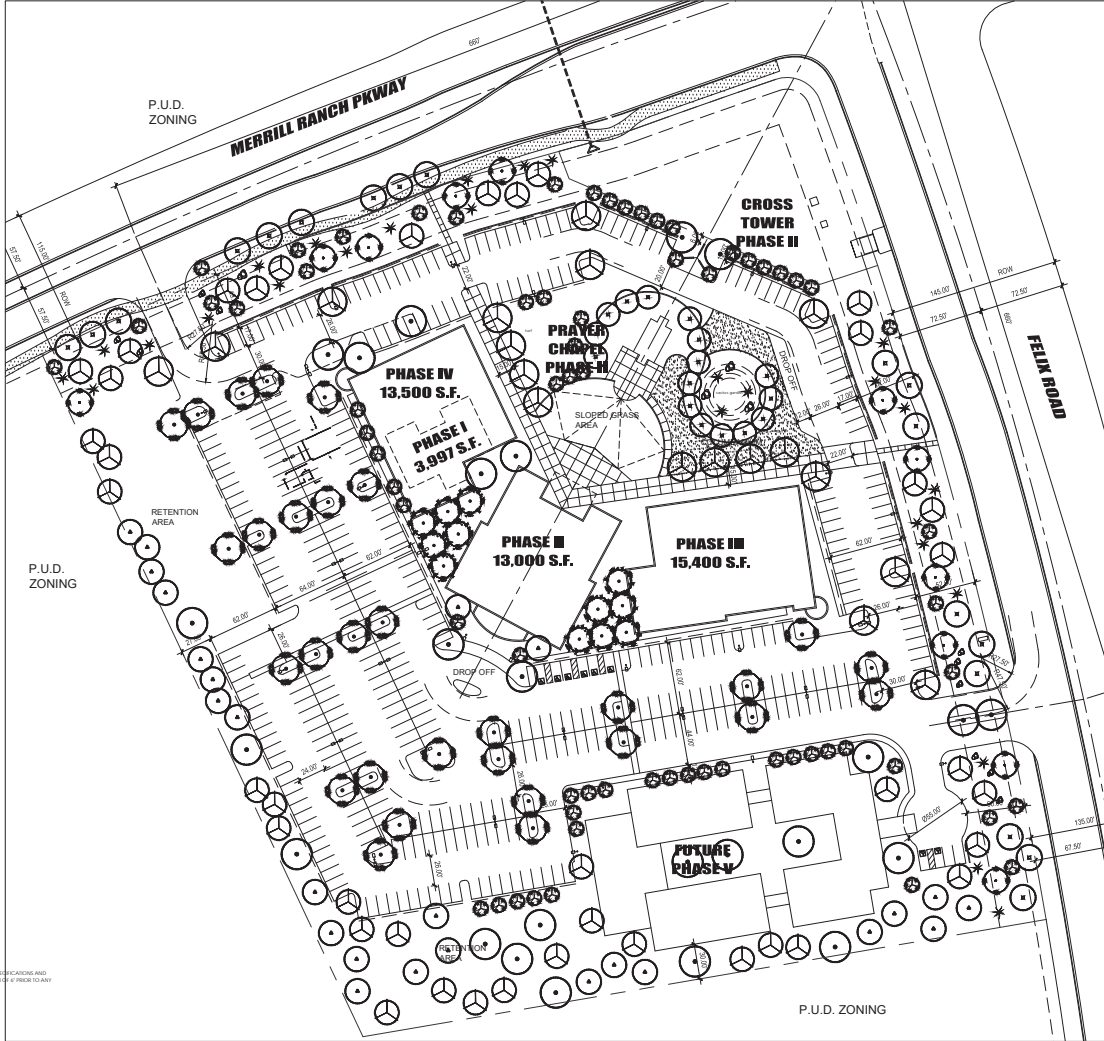
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DO NOT PLANT TREES NEARER THAN 10' FROM ANY EXISTING OR PROPOSED SIDEWALK OR ROAD.



PLANT LEGEND

PLANT	SIZE/QT
PROSOPIS CHILSENSIS	2.5" CAL /11
CHILEAN MESQUITE	STANDARD TRUNK
ACACIA FARNESIANA	2.5" CAL /99
HERITAGE LIVE OAK	STANDARD TRUNK
QUERCUS VIRGINIANA	2.5" CAL /34
HERITAGE LIVE OAK	STANDARD TRUNK
PROSOPIS GUARANIOSA	2" CAL /12
HONEY MESQUITE	STANDARD TRUNK
CERIDUUM HYBRID "ZIT"	5" CAL /25
THORNLESS PALM BREA	10" HT X 8" W
CAESALPINIA CACALACO	1.5" CAL /68
CASCADILLA TREE	MULTI-TRUNK
ULMUS PARVIFOLIA	2" CAL /31
CHINESE EVERGREEN ELM	10" HT X 8" W
CHLOROPIS LINEARIS	2" CAL /25
DESERT WILLOW	10" HT X 8" W

SHRUBS

SHRUBS	SIZE
ASCLEPIAS SUBULATA	5 GAL /
DESERT MARLBRED	5 GAL /
SIMMONDSIA CHINENSIS	5 GAL /
JORDIA	5 GAL /
JUSTITIA CALIFORNICA	5 GAL /
CHUPARROSA	5 GAL /
RUSSIA PENINSULARIS	5 GAL /
BAJA RUSSIA	5 GAL /
JUSTITIA SPICIFERA	5 GAL /
MEXICAN HONEYBUCKLE	5 GAL /
ENCLELLA FARINOSA	5 GAL /
BITTERBUSH	5 GAL /
CAESALPINIA PULCHERRIMA	5 GAL /
DRY BRUSH OF PARADISE	5 GAL /
CALLIANDRA EROPHILLA	5 GAL /
PINK FANNY CUSTER	5 GAL /
LAMBIA TRIUNTA	5 GAL /
CREOSOTE	5 GAL /
AMBROSIA DELTOIDEA	5 GAL /
TRIANGLE BURGESE	5 GAL /
TEZOMA STANIS	5 GAL /
AZ YELLOW BELLS	5 GAL /
MONSIEURIA BRIGIDA NASHVILLE	5 GAL /
PURPLE MURLEY	5 GAL /

CACTI / SUCCULENTS

CACTI / SUCCULENTS	SIZE/QT
AGAVE MORPHYI	5 GAL /
HOKOKAM AGAVE	5 GAL /
AGAVE WEBERI	5 GAL /
WEBERI AGAVE	5 GAL /

GROUND COVERS/VINES

GROUND COVERS/VINES	SIZE/QT
FOULONIA SPLENDENS	15 GAL /
SCOTTLO	15 GAL /
EREMOPHILA GLABRA "MINGENW GOLD"	1 GAL /
OUTRACK SUNBLISS ELM	1 GAL /

ACCENTS

ACCENTS	SIZE/QT
BAILEYA MULTIRADIATA	1 GAL /
DESERT MARIQUID	1 GAL /
HEPERALDE PAVIFLORA	5 GAL /
RED YUCCA	5 GAL /

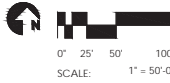
MATERIALS

MATERIALS	SIZE/QT
3/4" SCREENED PIONEER GOLD DECOMPOSED GRANITE IN ALL NON-TURF AREAS MINIMUM 2" THICK	1 GAL /
6" 8" FRACTURED GRANITE AT DOWNSPOUTS	1 GAL /

studio SPRAWL
7633 e. acoma dr. #209 scottsdale, arizona 85260
p 480.361.9261
dan@studiosprawl.com

LANDSCAPE ARCHITECT:
STUDIO SPRAWL
Daniel R. Erlandson
7633 E. Acoma Dr. #209
Scottsdale, Arizona 85260
480.361.9261
dan@studiosprawl.com

MASTER PLAN PRELIMINARY LANDSCAPE PLAN



tree planting

NO SCALE



shrub planting

NO SCALE

revisions

MOSAIC NAZARENE CHURCH

Florence
Arizona

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practicing design community

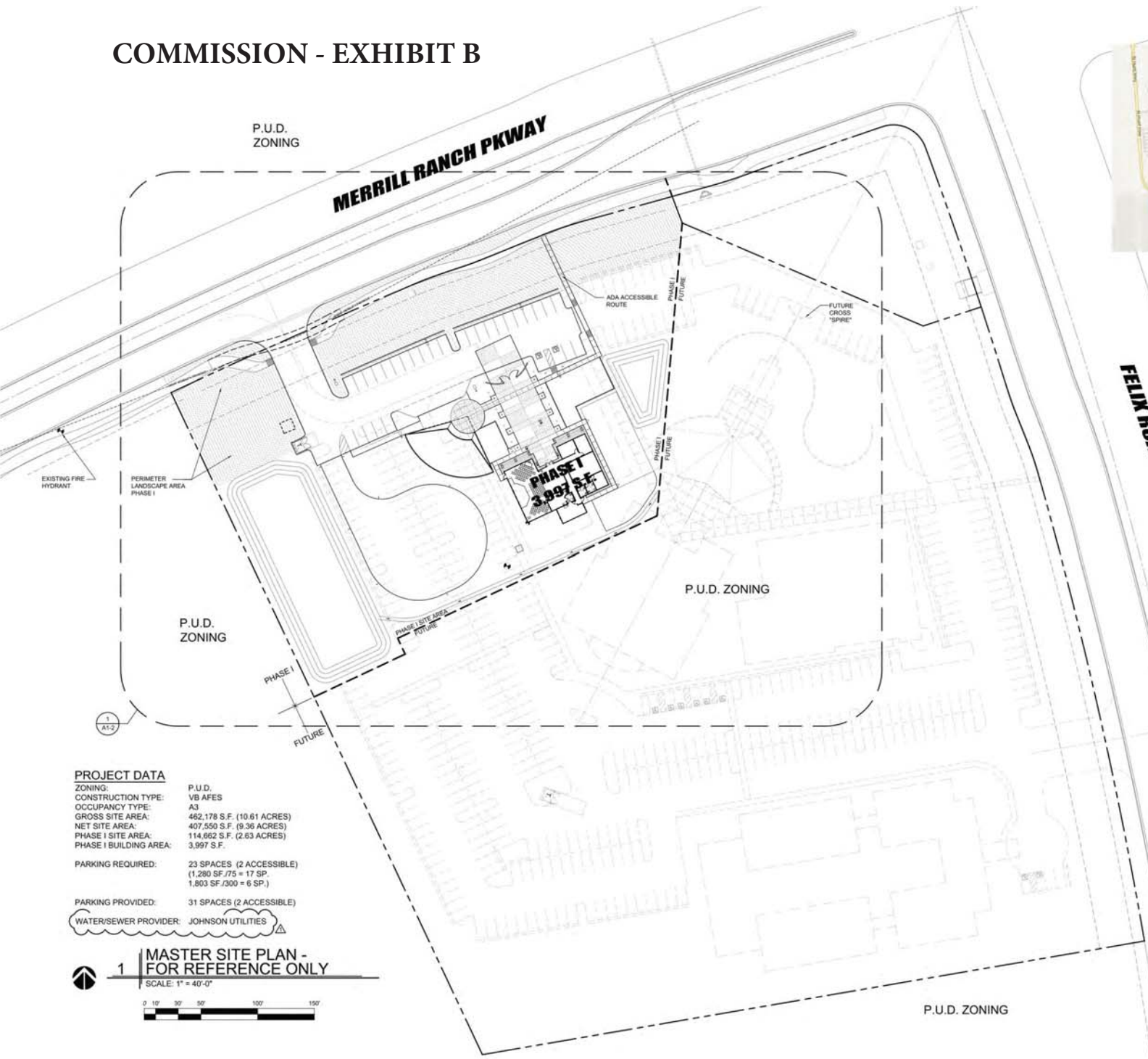
3702 east kachina drive
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480.967.7007

date: July 21, 2014
project no: 1402

preliminary
landscape plan

sheet 1 of 1

COMMISSION - EXHIBIT B



PROJECT DATA

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SCALE: 1" = 40'-0"



VICINITY MAP
N.T.S.

PROJECT
SITE

revisions	
3/22/2015	TOWN COMMENTS

MOSAIC NAZARENE CHURCH

5431 West
Merrill Ranch Parkway
Florence, Arizona

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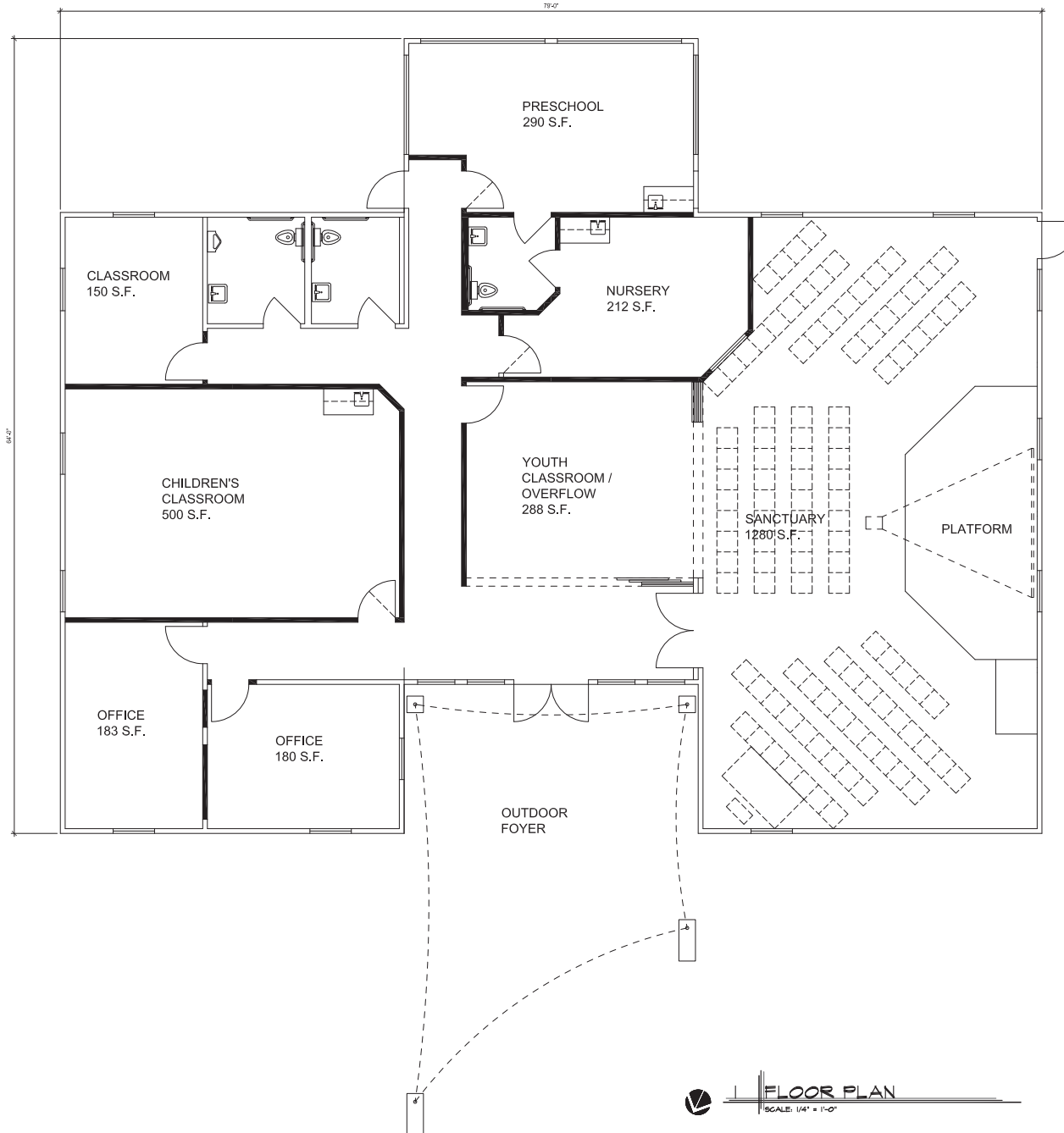
3702 east kachina drive
phoenix
arizona 85044
T 480 967 7007

date: November 24, 2014
project no: 1402

A1-1

TOWN SUBMITTAL #2
MASTER SITE PLAN - FOR REFERENCE ONLY

COMMISSION - EXHIBIT C



FLOOR PLAN
SCALE: 1/4" = 1'-0"

revisions	S.D.

MOSAIC NAZARENE CHURCH

Florence
Arizona

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Phoenix
Arizona 85044
T 480.967.7007

date: July 21, 2014
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A-3

FLOOR PLAN



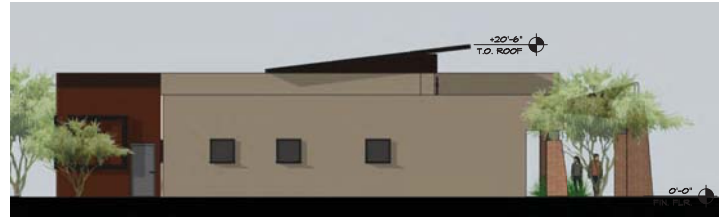
ELEVATION NORTHWEST
SCALE: 1/8" = 1'-0"



ELEVATION SOUTHWEST
SCALE: 1/8" = 1'-0"



ELEVATION
SCALE: 1/8" = 1'-0"



ELEVATION NORTHEAST
SCALE: 1/8" = 1'-0"



ELEVATION SOUTHEAST
SCALE: 1/8" = 1'-0"



ELEVATION
SCALE: 1/8" = 1'-0"



ELEVATION
SCALE: 1/8" = 1'-0"

revisions	S.D.

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Arizona

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Arizona 85044
T 480.967.7007

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project no: 1402

A-4

COMMISSION - EXHIBIT E

B BM-049

C

BM 2137-10
(accent)

SW 7549
Studio Taupe



D. Shade Industries
"Rust"

A. SW 7549 "Studio Taupe"

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Florence

Arizona

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3702 east kachina drive

phoenix

arizona 85044

T 480 967 7007

date: May 8, 2014

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