# TOWN OF FLORENCE REGULAR MEETING AGENDA

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



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

Monday, December 3, 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 Regular Meeting of the Florence Town Council will be held on Monday, December 3, 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\_\_, 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. UNFINISHED BUSINESS

**a.** Discussion/Approval/Disapproval of adopting the November 5 and November 19, 2018 Town Council Minutes.

#### 7. SWEARING IN OF NEW COUNCIL

8. ROLL CALL: Walter \_\_, Hawkins \_\_, Anderson \_\_, Wall \_\_\_, Larsen \_\_\_, Cordes \_\_, Hughes \_\_\_.

## 9. PUBLIC HEARINGS AND PRESENTATIONS

a. Public Hearing to receive citizens' comments on the Land Use Assumptions and the Infrastructure Improvement Plan. (Lisa Garcia)

- b. Public Hearing on an application received from Teresa June Morse, Lidias Cocina at Old Pueblo, Liquor License application, located at 505 S. Main Street, Florence, Arizona, for a Series 12 Restaurant License, and for Council recommendation for approval or disapproval of said license. (Lisa Garcia)
- c. Presentation of Community Appreciation Award to Vallarie Woolridge for 14 years of service. (Mayor Tara Walter)
- d. Presentation of Community Appreciation Award to Rebecca Guilin for four years of service. (Mayor Tara Walter)
- e. Update on the Florence Hospital from Jacob Golich, President of Mountain Vista Medical Center. (Brent Billingsley)
- f. United Way presentation on the Town of Florence participation in local drives by Manuela Bowler. (Mayor Walter)
- 10. 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. Approval to enter in to a Broadband Services Agreement for five-years with Fibaire Communications, LLC, dba: AireBeam. (Trenton Shaffer)
  - b. Approval of the Emergency Base Station Agreement, between the Florence Fire Department, and Mountain Vista Medical Center. (David Strayer)
  - c. Authorization to dispose of the following Town vehicles: 1998 Ford Crown Victoria Police Interceptor, 2006 Dodge Charger, 2002 Ford Explorer and 2003 Yamaha 450 YSF Dirt Bike. (Joe Jarvis)
  - d. Approval of accepting the register of demands ending October 31, 2018, in the amount of \$2,648,070.63. (Joe Jarvis)

#### **11.NEW BUSINESS**

- a. Discussion/Approval/Disapproval of appointing a member of Council to service as Vice-Mayor. (Lisa Garcia)
- b. Appointment of Council Liaison Assignments. (Mayor Tara Walter)
- c. Approval to enter in to a Communications and Internet of Things Service Agreement with Milandr, Inc. (Trent Shaffer)

#### 12.MANAGER'S REPORT

#### **13. DEPARTMENT REPORTS**

- a. Community Services
- b. Community Development

- c. Courts
- d. Finance
- e. Fire
- f. Police
- g. Public Works

### 14. CALL TO THE PUBLIC

### **15. CALL TO THE COUNCIL – CURRENT EVENTS ONLY**

#### **16. ADJOURNMENT**

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

# POSTED ON NOVEMBER 29, 2018, BY MARIA HERNANDEZ, DEPUTY TOWN CLERK, AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA, AND AT <u>WWW.FLORENCEAZ.GOV</u>.

\*\*\*PURSUANT TO TITLE II OF THE AMERICANS WITH DISABILITIES ACT (ADA), THE TOWN OF FLORENCE DOES NOT DISCRIMINATE ON THE BASIS OF DISABILITY REGARDING ADMISSION TO PUBLIC MEETINGS. PERSONS WITH A DISABILITY MAY REQUEST REASONABLE ACCOMMODATIONS BY CONTACTING THE TOWN OF FLORENCE ADA COORDINATOR, AT (520) 868-7574 OR (520) 868-7502 TDD. REQUESTS SHOULD BE MADE AS EARLY AS POSSIBLE TO ALLOW TIME TO ARRANGE THE ACCOMMODATION.\*\*\* MINUTES OF THE TOWN OF FLORENCE COUNCIL MEETING HELD ON MONDAY, NOVEMBER 5, 2018, AT 6:00 P.M., IN THE FLORENCE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.

#### CALL TO ORDER

Vice-Mayor Woolridge called the meeting to order at 6:00 pm.

#### ROLL CALL:

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

#### MOMENT OF SILENCE

Vice-Mayor Woolridge called for a moment of silence.

#### PLEDGE OF ALLEGIANCE

Vice-Mayor Woolridge led the Pledge of Allegiance.

#### CALL TO THE PUBLIC

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

Mr. Peter Koulouris, Florence Heritage Foundation, invited everyone to a golf tournament that they are hosting on December 15, 2018. He stated that they have held other events in the past and have used the money for grants in the community.

Mr. Jerry Ravert, Florence Resident, requested a status report on the Cuen Building and Kokopelli Moon Saloon. He would like the presentations to be done at a future meeting so that dialogue may occur.

#### PRESENTATIONS

# Presentation by Joseph Carl Homes regarding their product and building in the Town of Florence.

Mr. Larry Harmer, Community Development Director, introduced John Jeffrey, Vice-President and Cholla Susini, Vice-President of Sales and Marketing for J, Carl Homes. He stated that they are building in the downtown area and permits are ready to be picked up.

Ms. Cholla Susini, Vice-President of Sales and Marketing, J. Carl Homes, stated that shortly after the company opened, it was acquired by a major public builder. The original founder, Joseph Carl Florence Town Council Meeting Minutes November 5, 2018 Page 1 of 12 Muelack, has relaunched his namesake company, which is locally owned, and privately funded. He toured the valley for areas of future growth and communities that have finished, but undeveloped lots but that the infrastructure was in place and working. They will be working in five communities with a total of approximately 500 lots and have chosen Villa Adelaida in Florence as one of the communities. Sales will open in January 2019. She stated that they offer the following with regards to the homes:

- Four open floor plans
- 1,300 2,200 feet floor plans
- Three single level homes
- One two-story home
- All homes will have two car garages
- Will have three to four bedrooms
- Three elevation options for each plan
- Several color paint schemes
- Three front yard landscaping packages

Councilmember Wall inquired about the price range.

Ms. Susini stated that they do not have pricing as of yet; however, their focus is to maintain affordable housing to a wide variety of people. The cost will range from \$170,000 - \$190,000.

Councilmember Anderson inquired if there will be an HOA.

Ms. Susini stated that it will be an HOA community.

Mr. Billingsley stated that the Town is excited to have Joseph Carl Homes come to Florence. The Town has worked very hard to encourage infill on existing residential lots. He stated that it has been difficult to obtain interest. He stated that he believes they will be highly successful as there is a demand for housing in this part of Florence.

Mr. Billingsley stated that the HOA is a pre-existing HOA and the homes will be attractive and a nice addition to Florence.

#### Presentation on the Veterans Memorial Project.

Mr. Bryan Hughes, Community Services Director, stated that in 2017, Councilmember Anderson attended a meeting of veterans in Sun City Anthem. From that meeting emerged the desire for a veteran's memorial in Florence.

Mr. Hughes stated that a volunteer committee was formed, and is led by Councilmember Anderson, along with Florence residents, many veterans, as well as representatives from service organizations and both the Parks and Recreation Advisory Board and Arts and Culture Commission. They needed to determine what the memorial should be and where it should be located. Ultimately, the Committee decided to take advantage of the plaza at the Florence Library and Community Center.

Florence Town Council Meeting Minutes November 5, 2018 Page **2** of **12**  Mr. Hughes stated that after the site selection, Councilmember Anderson's son, Brett Anderson, a registered landscape architect, volunteered his services to complete design documents for the project. He submitted three concepts for consideration and decided on one, with a few modifications. He stated that three flagpoles will be installed on the west side of the plaza for the American Flag, Arizona Flag and POW Flag. The flagpoles will high wind resistant with internal halyards to help with flag preservation. They will also add a center sculpture that represents the veterans, in which the Arts and Culture commission has taken a lead on.

Mr. Hughes stated that the plans have been submitted to the Planning and Zoning Department for review. They have just kicked off the fundraising phase. The cost estimate is approximately \$65,000 - \$75,000 and their hope is to have some in-kind to assist with the cost. The National Guard is willing to help with construction as well as an electrician who has volunteered his time to wire the lights for the statue and flagpoles. They are also working with the American Legion is who is taking take deductible donations for the project. The Town Council included \$40,000 for the project in the Capital Improvement Project budget for Fiscal Year 2019. If money is available, they would like to include picnic tables with umbrellas. He stated that they will be proactive in doing fundraising activities.

Mr. Hughes stated there is much work to be done in the next six months, the goal is to complete the project in May 2019 and dedicate it on Memorial Day, Monday, May 28, 2019.

Councilmember Anderson stated that people are excited about the project, and hopefully, they will receive several donations.

#### Presentation on Florence Gardens Phase IV and V project.

Mr. Chris Salas, Public Works Director, provided a presentation, in which he outlined the following:

- Projective Narrative
  - This project signals the culmination of a multi-year effort by the Town of Florence to provide an engineered surface storm drainage solution for residents within the Florence Gardens HOA community. The prior roadway profiles in this area did not lend themselves to adequate drainage away from properties. Florence Gardens Paving Phase 4 and 5 is bounded by Gila Blvd. to the south, Florence Blvd. to the west, California Blvd. to the north, and Lancaster Cir./Colorado Blvd. to the east.
- Provided before and after photos of roads that were included in project
  - Florence Boulevard at Pinal Way
  - California Boulevard looking east
  - Lancaster Circle at Colorado Avenue
  - Colorado Avenue at Lancaster Circle
  - Lancaster Circle at Coconino Avenue
  - Cochise Boulevard at Idaho Avenue
  - Idaho Avenue at Washington Street
  - Washington Street at Colorado Avenue
  - Colorado Avenue at Alabama Court
  - Colorado Avenue at Maricopa Road

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- Maricopa Road at Colorado Avenue
- Provided an overview of the work that was completed, inclusive of preparing valley gutter in which waste slabs are placed every 50 feet to provide support at the control joints for the valley gutter, and aid in keeping the concrete level at those joints.
- The project construction period was designed to coincide with the Florence "low season" when most winter residents are away, and pedestrian and vehicle traffic flow obstacles could be kept to a minimum.
- Described the Slipform concrete valley gutter installation
  - Concrete trucks feed concrete onto a conveyor that feeds a hopper. The concrete is vibrated to release air entrainment and is then delivered to the "slipform" at the bottom as the machine slowly moves along.
- The existing roadways were re-engineered to create minimal impact on drainage redesign. The engineering contractor chose to employ negative-crown sloping and center-street concrete valley gutters to direct stormwater runoff away from homes and to pre-existing offsite drainage conveyances.
- Due to budget constraints, the project scope incorporated "in kind" replacement of existing pavement and driveway features, as most streets in this part of the development had no preexisting curb and gutter. The exception to this was the west side of Florence Blvd., between California Blvd and Pennsylvania Ave. Additional curb and gutter was added to Florence Blvd. between Pennsylvania Ave. and Pinal St. to aid in surface runoff to preexisting curb and gutter south.
- Project Timeline
  - Project put out to bid 2 NOV 2017.
  - Bidding closed 19 DEC 2017.
  - Project awarded to ViaSun (LPTA) and approved by Council 5 FEB 2018.
  - Total contract amount NTE \$1,947,138.71 (including 10% Owners Contingency).
  - Project start date 23 APR 2018.
  - Phase 4 (upper area) substantially complete 12 June 2018.
  - Phase 5 (lower area) start date 8 June 2018.
  - Phase 5 substantial completion date 1 AUG 2018.
  - Project completion in-progress as of 22 OCT 2018, pending weather and accessibility/availability.
  - Total cost to date \$1,555,823.20.
- Project Fun Facts
  - Approximately 48,000 square yards of old asphalt pavement was removed.
  - Approximately 38,600 square yards of new asphalt pavement was installed.
  - Approximately 6,700 square feet of old concrete was removed.
  - Approximately 100,800 square feet of new concrete was installed.

Councilmember Anderson inquired where all the water runoff goes to.

Mr. Salas explained that the rain runoff will all go the ADOT highway through the system.

Mr. Billingsley recognized Mr. Christian Collins, Project Manager, and staff for completing the project on time and under budget.

Florence Town Council Meeting Minutes November 5, 2018 Page 4 of 12 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 contract with Truly Painting and More LLC, for repair and painting services in the Town Hall Council Chambers, in an amount not to exceed \$26,981.

Authorization to contract with Arizona Generator Technology, also known as Gen-Tech, utilizing a Cooperative Contract through the State of Arizona Contract # ADPS15-079205, in an amount not to exceed \$50,000 for maintenance of generators.

Approval of a contract with Arizona Office Technologies (AOT) for the purchase of seven multi-function copy machines.

Approval of accepting the register of demands ending September 30, 2018, in the amount of \$1,492,028.35.

On motion of Councilmember Wall, seconded by Councilmember Larsen, and carried (5-0) to approve the Consent Agenda, as written.

#### **NEW BUSINESS**

#### Resolution No. 1683-18:

Vice-Mayor Woolridge read Resolution No. 1683-18 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEYS TO FILE AN AMICUS CURIAE BRIEF WITH THE ARIZONA COURT OF APPEALS, AND ANY OTHER COURTS, REGARDING VANGILDER V. ARIZONA DEPARTMENT OF REVENUE, AND ALSO SUPPORTING THE PASSAGE OF THE PINAL COUNTY REGIONAL TRANSIT PLAN AND ASSOCIATED HALF-CENT SALES TAX.

Mr. Ben Bitter, Assistant to the Town Manager, stated that the request is on behalf of the Pinal Regional Transit Agency (PRTA). Mr. Andy Smith, General Manager, PRTA, is present. The request is to allow staff to file an Amicus Brief, which is a letter of support that the Town would file with the Courts that his hearing the case. He stated that other municipalities will be taking similar action to this request.

Mr. Bitter stated that the request would indicate that the Town is in support of the Regional Transit Plan and the sales tax that passed along with the reasons why. There is no cost to the Town. He stated that this in regard to Proposition 416 (Regional Transit Plan) and Proposition 417 (sales tax associated with Regional Plan) that passed in the November 2017 election. Both passed in Florence with greater margins that countywide. For Florence, Proposition 416 passed by 64% to 36% margin, and Proposition No. 417 passed by a 57% to 43% margin.

Councilmember Larsen reiterated that the Town is not getting involved in any type of lawsuit.

Florence Town Council Meeting Minutes November 5, 2018 Page 5 of 12 Councilmember Wall inquired if the sales tax is currently being collected.

Mr. Bitter stated that the judge has allowed the sales tax to be collected and is being placed in an escrow account. The money cannot be drawn down to pay for expenses or the projects that were approved as part of the plan.

Mr. Billingsley stated that as of September 2018, they have collected \$6.2 million.

On motion of Councilmember Anderson, seconded by Councilmember Wall, and carried (5-0) to adopt Resolution No. 1683-18.

#### Ordinance No. 665-18:

Vice-Mayor Woolridge read Ordinance No. 665-18 by title only.

#### AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, DECLARING CERTAIN REAL PROPERTY, HEREAFTER DESCRIBED, SURPLUS FOR USE BY THE TOWN AND AUTHORIZING THE SALE THEREOF, AND DECLARING AN EMERGENCY.

Mr. Billingsley, Town Manager, stated that staff presented to Council a number of surplus properties that were acquired through taxes or other means in the past. Council provided direction to sell the parcels that are useless to the Town. This property is located at 202 E. Saguaro in the Caliente subdivision. The Town acquired the lot in 2009. The property was appraised and was taken to market. There is an offer to purchase it for full value. Staff is recommending approval of the sale.

Councilmember Anderson inquired if the Town advertised the sale.

Mr. Billingsley stated that the Town advertised in the MLS and through a real estate agent.

On motion of Councilmember Wall, seconded by Councilmember Anderson, and carried (5-0) to adopt Ordinance No. 665-18.

Discussion/Approval/Disapproval to award a contract to Apache Underground & Excavating, LLC, utilizing Pine-Strawberry Waterline Replacement and Water Facilities Improvement Construction Work – Job Order Contract dated October 18, 2018, in an amount not to exceed \$813,696, for CIP WU-38 Water line replacement.

Mr. Salas stated that this project will provide additional fire flows for all of the areas surrounding the Florence K-8 School. The Florence Unified School District (District) is currently working on a design on an addition to the gymnasium, which must meet fire flow requirements. The Town must provide adequate fire flows.

Mr. Salas stated that the project was already planned and budget for; however, it needed to be expediated, which is why they utilized the Job Order Contract. He stated that the project includes an 8" and 12" line, so some of the downtown loop will also be extended as well.

Florence Town Council Meeting Minutes November 5, 2018 Page 6 of 12 Councilmember Anderson inquired if the 12" main will hook into another 12" main.

Mr. Salas stated that the 12" main will hook into another 12" main. He stated that another phase is planned to connect all the lines together in the downtown area.

On motion of Councilmember Wall, seconded by Councilmember Hawkins, and carried (5-0) to award a contract to Apache Underground & Excavating, LLC, utilizing Pine-Strawberry Waterline Replacement and Water Facilities Improvement Construction Work – Job Order Contract dated October 18, 2018, in an amount not to exceed \$813,696, for CIP WU-38 Water line replacement.

# Discussion/Approval/Disapproval to award a contract to Coolidge Engine & Pump LLC, to outfit Well 2B in an amount not to exceed \$239,573.46 for CIP WU-23 Well 2B Outfitting.

Mr. Salas stated that Well 2B was drilled and cased and sat dormant. He stated that staff had to determine what was the most cost-effective way to move this project forward. It was determined, after bids were received, that the best solution was to outfit the well. The well allows the Town to have redundancy for the purposes of just maintenance or in the event of a catastrophic failure for Well1, which serves all of the five parks area.

Mr. Salas stated that the project was competitively bid through an Invitation for Bid process. Coolidge Engine and Pump was the low bid provider. Florence has a long-standing relationship with Coolidge Engine and Pump.

Councilmember Anderson inquired about the condition of the storage tanks.

Mr. Salas stated that that an assessment on the tanks were done approximately 18 months ago. The tanks were limited to a capacity of 18 feet and were considered structurally insufficient for anything larger than that. The Town did a study through one of Florence's on calls and has the tanks structurally evaluated to raise the elevation to 30 feet above finish grade. A registered engineer has signed off on that evaluation.

Mr. Salas stated that they are evaluating what the future projects will be. He explained the process and stated that there was not a good understanding of the system as the system was not originally a Town of Florence project.

Mr. Billingsley stated that the project sat dormant for several years and will be completed substantially less than what was budgeted for. He stated that the tanks are four and five years old and are in good shape.

On motion of Councilmember Larsen, seconded by Councilmember Anderson, and carried (5-0) to award a contract to Coolidge Engine & Pump LLC, to outfit Well 2B in an amount not to exceed \$239,573.46 for CIP WU-23 Well 2B Outfitting.

Discussion/Approval/Disapproval of authorizing the Town Manager to negotiate and execute a contract for the maintenance of Well #4 on behalf of the Town of Florence, without further order of the Mayor and Council of the Town, in an amount not to exceed \$60,000.

Florence Town Council Meeting Minutes November 5, 2018 Page 7 of **12**  Mr. Salas stated that Well 3B and Well 4 are both located at the Public Works location. Well4 had not been pulled in four years and was in poor condition. He stated that they did the brush baling and cleaning of the well and have to separately bid the actual cleaning of the pump. Every day that the pump is not installed poses a problem if something were to go wrong with Well 3B.

Mr. Salas stated that the Town has advertised the Invitation to Bid and will follow the procurement process. The only difference is that the request to get authorization prior to awarding the bid rather than after and to have the Town Manager to execute the contract.

Vice-Mayor Woolridge explained that there are times that there will be an exception to the rules. It is important to get the maintenance completed.

On motion of Councilmember Anderson, seconded by Councilmember Wall, and carried (5-0) to authorize the Town Manager to negotiate and execute a contract for the maintenance of Well #4 on behalf of the Town of Florence, without further order of the Mayor and Council of the Town, in an amount not to exceed \$60,000.

#### Discussion/Approval/Disapproval of accepting Commissioner Shoppell's resignation from the Planning and Zoning Commission, and appointment of Planning and Zoning Alternate Duane Proulx to the Planning and Zoning Commission with a term to expire December 31, 2021.

Vice-Mayor Woolridge stated that the Council appreciates the time and work that Commissioner Shoppell has done for the Town.

Mr. Billingsley stated that the alternate will take Commissioner Shoppell's vacancy. He encouraged the public to submit their application to be on the Planning and Zoning Commission.

On motion of Councilmember Hawkins, seconded by Councilmember Larsen, and carried (5-0) to accept Commissioner Shoppell's resignation from the Planning and Zoning Commission, and appointment of Planning and Zoning Alternate Duane Proulx to the Planning and Zoning Commission with a term to expire December 31, 2021.

# Discussion/Approval/Disapproval of accepting Councilmember Guilin's resignation effective October 17, 2018 and instructing staff how to fill the vacated seat. (Lisa Garcia)

Mr. Billingsley stated that Councilmember Guilin has served the Town for decades as an employee, Councilmember and liaison to the Historic District Advisory Commission and both Police and Fire Safety Personnel Safety Retirement Boards.

Mr. Billingsley stated that Council can elect to continue with the six-member Council until the appointments of the Council electees on December 6, 2018. Council can also ask staff to come back at the next meeting and bring forth one of the Council elects to be appointed as interim Councilmember for one meeting. If they elect to appoint one of the electees, it would be the one with the highest votes.

Discussion occurred amongst Council as how to proceed. It was decided to wait until the December 6, 2018 meeting.

Florence Town Council Meeting Minutes November 5, 2018 Page **8** of **12**  On motion of Councilmember Anderson, seconded by Councilmember Wall, and carried (5-0) to accept Councilmember Guilin's resignation effective October 17, 2018 and instruct staff to wait until the normal ceremonial meeting to seat a new councilmember.

## MANAGER'S REPORT

Mr. Billingsley provided a Manager's Report, in which he outlined the following:

## - Community Vitality

- The second annual Florence Makes a Difference Day was held last Saturday, October 27th. Over 150 volunteers assisted with a variety of community projects which included yard clean-up for senior citizens, litter pick-up along the Poston Butte Trails, improvements at the Community Garden and assembling hygiene kits and birthday bags for the needy. A Goodwill Drive collected unwanted clothes and furniture which benefitted the Florence High School boys' basketball team. Right Away Disposal (RAD) donated a 40-yard roll-off for citizens to dispose of trash and debris.
- The highlight of the day was a team effort between the Town of Florence and United Way to assemble and provide 10,000 meals for the needy, of which 5,000 were distributed in Pinal County. Mayor Tara Walter, United Way officials and volunteers worked throughout the morning to create box meals for those in need.
- All volunteers were treated to a hot dog lunch at downtown's Padilla Park once all the projects were completed.
- Economic Prosperity
  - On October 24<sup>th</sup> and 25<sup>th</sup> I had the pleasure of attending the China Council for Promotion of International Trade (CCPIT) 30-year anniversary and the US-China Agriculture/Food Trade Forum in Los Angeles, California. I was invited to this forum by CCPIT and the trip was funded by Pinal County Economic Development. This two-day event gave me a chance to represent both the Town of Florence and Pinal County on an international stage. I hope that my attendance and participation will result in economic development opportunities for the region.
- Leadership and Governance
  - The Arizona Municipal Risk Retention Pool Board of Trustees declared a dividend back in April. Based on the dividend distribution formula used, the Town of Florence share was \$50,942. In addition, the Town realized a premium savings with our renewal on October 1st from the last policy year on our package and excess insurance policies, of \$31, 440.
  - Town of Florence sponsored its first Employee In-Service, in which we hope to make it a bi-annual event. Our first In-Service topic was "Engagement is Everything", by Matt Lehrman. Mr. Lehrman brought his expertise in assessing and fulfilling customer and organizational expectations through customer engagement and civic participation. Mr. Lehrman, facilitated employees through engagement processes that welcome diverse perspectives, decrease tensions, inspire collaborative thinking, and spark productive dialogue around creative options and opportunities. In-Service was well attended by fulltime staff and regular part-time staff that engaged in Q and A discussions about what they believe customer service means to them and how they can effectively execute through their jobs with both internal and external customers.

#### - Partnerships and Relationships

- Despite the rain, the Fire Department open house on Saturday October 13<sup>th</sup> attracted over 227 people. The focus of the open house was to promote community risk reduction by safety education and resources. The open house was composed of fire department programs, agencies we work along with and kids' activities.
- The fire department tables:
  - o CPR- Approximately 20 fliers handed out for online sign up directions
  - Car Seat Program- 5 car seat sign ups
  - Smoke Detectors/home safety program- 6 sign ups
  - Stop the bleed- 2 sign ups
  - Sign in/raffles- 4 different prizes awarded
- The participating agencies include Horizon Health and Wellness, LifeNet, Lifeline, Florence PD, AMR and Firemaster.

#### Transportation and Infrastructure

- The Florence Gardens Phase 4 and 5 paving projects is nearly complete. This multi-year effort by the Town of Florence was to provide an engineered surface storm drainage solution and street paving within the Florence Gardens HOA community. The prior roadway profiles in this area did not lend themselves to adequate drainage away from properties. Florence Gardens Paving Phase 4 and 5 is bounded by Gila Blvd. to the south, Florence Blvd. to the west, California Blvd. to the north, and Lancaster Cir./Colorado Blvd. to the east.
- The project construction period was designed to coincide with the Florence "low season" when most winter residents are away, and pedestrian and vehicle traffic flow obstacles could be kept to a minimum.
- Project "Fun Facts"
  - o Approximately 48,000 square yards of old asphalt pavement was removed.
  - Approximately 38,600 square yards of new asphalt pavement was installed.
  - Approximately 6,700 square feet of old concrete was removed.
  - Approximately 100,800 square feet of new concrete was installed.

## - Upcoming Events/Meetings/Forums:

- Halloween Fright Fest Wednesday, October 31st
- Gilbert Days Pony Express Saturday, November 10th
- Jr. Parada Friday, November 23rd to Sunday, November 25th; Parade is Saturday, November 24th
- Christmas on Main Friday, December 7th

## - Success Stories:

- Our own Ben Bitter was recently published by ELGL (Engaging Local Government Leaders) for an article he wrote titled, "The Vital Role of a PIO". I am happy to report that for his trouble, he received a pair of socks.
- SUBEX has successfully deployed "SUBEX Secure" for the Town of Florence and full site monitoring kicked off October 1st, 2018.
- State Shared Revenues
  - Year-to-date, excluding Urban Revenue Sharing and fund transfers, FY 2019 General Fund revenues are 10.5% above the prior year and are \$177.8 million above forecast.
  - Highway User Revenue Fund (HURF) collections of \$127.7 million in September were up 5.9% compared to September of last year and were \$3.6 million above the

Florence Town Council Meeting Minutes November 5, 2018 Page **10** of **12**  forecast. Year-to-date, collections have increased by 4.5% above the prior year and are \$1.9 million above forecast.

 Arizona's 12-month total of single-family building permits was 30,407, or 14.9% more than a year ago. Florence's 12-month total through September was 232, or 19.6% more than a year ago. We are continuing to build new single-family homes at a rate that is faster than the statewide average.

#### **DEPARTMENT REPORTS**

Community Development Community Services Courts Finance Fire Police Public Works

The Department Reports were received and filed.

#### CALL TO THE PUBLIC

There were no public comments.

#### CALL TO THE COUNCIL – CURRENT EVENTS ONLY

Councilmember Anderson reminded everyone to vote. He also thanked Public Works for striping Hunt Highway. He stated the "no passing" lines have been extended. He thanked the Fire Department for the invitation to the Firemen's Banquet.

Councilmember Hawkins commended Fire Chief Strayer and the firefighters for their work and for Captain Jeff Moser's retirement.

Councilmember Hawkins stated that the 12-month period for permits ended in September, with the Town issuing 232 single family permits. The State's average was 14.9% and the Town's average was 19.6%, which is a faster rate than the State's average. The Town is growing, and Florence is moving forward.

Councilmember Wall stated the Make A Difference Day was impressive. The community came together and worked cohesively. They completed 10,000 meals and it was a fun event. She invited everyone to the Smithsonian Traveling Exhibition that is coming to Florence from November 12, 2018, to December 31, 2018, at the McFarland State Park. There will be several events planned. She encouraged everyone to attend.

Councilmember Wall stated that she along with Fire Chief Strayer and other in the community have worked towards the restoration of three historic fire trucks that are owned by the Pinal County Historic Museum. It is her understanding that one of the fire trucks is near completion. The goal is to have a ceremonial roll out along with it being in the Christmas parade.

Florence Town Council Meeting Minutes November 5, 2018 Page **11** of **12**  Councilmember Larsen outlined her initiative and spoke on the following:

- Positive Work Environment
  - Building a positive work environment that goes beyond pay and benefits.
  - Commended Mr. Billingsley for adding topics on the agenda pertaining to congratulating departments for completion of projects.
  - Recognizing individuals and departments for a job well done fosters a positive environment.
- Creating a Sense of Community and Community Engagement
  - Attended various community events and sees how well community comes together
  - Builds community unity
  - Enjoyable experience
  - Would like to see engagement continue
- Citizen Complaint on Community Calendar
  - Update calendar so it is more interactive
  - Subscription notifications of meeting notices
- Vote
  - Important to cast your vote

Vice-Mayor Woolridge thanked all the employees for their great work. She thanked the volunteers in the community that make Florence a great community and to prosper. She stated the Halloween Fright Fest was a great success. It was wonderful to see so many people enjoying the event.

#### ADJOURNMENT

On motion of Councilmember Wall, seconded by Councilmember Anderson, and carried (5-0) to adjourn the meeting at 7:15 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 November 5, 2018, and that the meeting was duly called to order and that a quorum was present.

Lisa Garcia, Town Clerk

Florence Town Council Meeting Minutes November 5, 2018 Page **12** of **12** 

# MINUTES OF THE TOWN OF FLORENCE COUNCIL MEETING HELD ON MONDAY, NOVEMBER 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 6:00 pm.

#### ROLL CALL:

Present: Walter, Woolridge, Hawkins, Anderson, Larsen. Absent for meeting: Wall (Present via Phone Call for Executive Session)

#### 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.

There were no public comments.

#### PRESENTATIONS

# Presentation celebrating Laura Carter's retirement on November 30, 2018, after 20 years of service.

Mayor Walter thanked Ms. Laura Carter for her service to the community stating that she has done so much for the community and has touched so many people.

Mr. Bryan Hughes, Community Services Director, stated that he has worked with Ms. Carter for over four years and wished it could be longer. She has had a major impact on many people.

Ms. Tonya Jaquette, Recreation Programmer, thanked her for doing so much for her staff. She stated that Ms. Carter is leaving a very large hole at the Senior Center, not only amongst staff, but with the seniors as well.

Ms. Rhoda Feierstein, Recreation Programmer, stated that there will be many people who are going to miss her. Town of Florence Council Meeting Minutes November 19, 2018 Page 1 of 9 Ms. Laura Carter, Recreation Coordinator, stated that the 20 years have gone by fast. It has been an awesome job which was very rewarding. She stated that Mr. Hughes has been a great boss and she has had a great staff.

Mr. Hughes presented Ms. Carter with an appreciation plaque.

# Presentation on the Fiscal Year 2018-2019 First Quarter results and forecast for the remainder of the year.

Mr. Joe Jarvis, Finance Director, provided a presentation in which he outlined the following: - General Fund Revenue

- Focused on seven revenue sources that make up 80% of the revenue to develop a trend analysis
  - City Sales Tax
  - Food Tax
- Property Taxes
  - Building Permits
  - State Shared Sales Tax
  - State Shared Income Tax
  - Auto License Tax
- General Fund- Revenue Fiscal Year 2018-2019
  - Make up 80% of the General Fund Revenue

TITLE	1 <sup>st</sup> Quarter FY17-18	BUDGET	1 <sup>st</sup> Quarter FY18-19	FORECAST	Quarter comparison
City Sales Tax	\$562,367	\$2,700,000	\$731,120	\$2,700,000	<b>A</b>
City Food Tax	\$0	\$300,000	\$0	\$300,00	
Property Tax	\$1,522	\$1,000,000	\$2,329	\$1,000,000	<b>A</b>
Building Permits	\$185,757	\$700,000	\$171,445	\$685,780	▼
State Sales Tax	\$479,443	\$2,599,550	\$412,949	\$2,580,932	▼
State Income Tax	\$798,244	\$3,157,450	\$789,374	\$3,157,450	▼
Auto License Tax	\$246,774	\$1,568,630	\$334,022	\$1,568,630	

General Fund Expense Fiscal Year 2018-2019

TITLE	1 <sup>st</sup> Quarter FY17-18	BUDGET	1 <sup>st</sup> Quarter FY18-19	FORECAST	Quarter comparison
General Fund	\$3,367,019	\$15,185,620	\$3,446,897	\$15,185,620	<b>A</b>

- Other Funds-Major Revenue Fiscal Year 2018-2019

TITLE	1 <sup>st</sup> Quarter FY17-18	BUDGET	1 <sup>st</sup> Quarter FY18-19	FORECAST	Quarter comparison
General Capital Fund	\$0	\$1,200,000	\$0	\$1,200,000	
Streets Fund	\$556,839	\$3,163,530	\$535,143	\$3,482,674	▼
Water Fund	\$635,811	\$2,800,000	\$873,650	\$2,800,000	<b>A</b>
Sewer Fund	\$725,549	\$3,800,000	\$1,136,023	\$4,200,000	<b>A</b>
Sanitation Fund	\$184,287	\$854,700	\$201,576	\$854,700	

Other Funds-Expenses Fiscal Year 2018-2019

TITLE	1 <sup>st</sup> Quarter FY17-18	BUDGET	1 <sup>st</sup> Quarter FY18-19	FORECAST	Quarter comparison
General Capital Fund	\$0	\$1,457,640	\$76,489	\$1,457,640	•
Streets Fund	\$807,030	\$7,966,495	\$1,501,092	\$7,966,495	
Water Fund	\$691,523	\$4,276,360	\$463,077	\$4,276,360	▼
Sewer Fund	\$1,004,429	\$7,823,320	\$970,253	\$7,823,320	▼
Sanitation Fund	\$122,787	\$841,290	\$190,713	\$841,290	

Mr. Jarvis stated that he will present the six- month results in January, which will provide a better indicator of how the revenue will do for the remainder of the year. He stated that the State has indicated an increase in sales tax, but it may not trickle down to the Town.

# ADJOURN TO BOARD OF ADJUSTMENTS

On motion of Vice-Mayor Woolridge, seconded by Councilmember Anderson, and carried (5-0) to adjourn to the Board of Adjustments.

Town of Florence Council Meeting Minutes November 19, 2018 Page **3** of **9**  Public Hearing on the Burger King application to receive citizen's comments on an application received from Angie Chiv, of 80 Florence Investment, LLC for a sign variance for Burger King to allow an electronic message center on the new replacement monument sign.

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, swore in Angie Chiv and Larry Harmer.

Mr. Larry Harmer, Community Development Director, provided a presentation in which he outlined the following:

- Case # BOA-18-01
  - Request is for a variance from: Section 150.117 *Reader Panel Signs* of the Town of Florence Code of Ordinances (more specifically, Title XV Land Usage): Theaters, municipal uses, religious and academic institutions, or quasi-government organizations may also have, in addition to §150.116, one freestanding reader panel sign not to exceed 24 square feet in area and six feet in height.
    - Churches and Schools are also permitted elsewhere in the Code.
- Background
  - Similar Businesses
    - McDonalds via Variance
      - Staff Approval 2004/2009
    - Sonic via Design Review 2008
    - Taco Bell via staff declared sign moratorium 2015/2016 regarding signage in the rightsof-way
- ARS §9-462-06 delineates the requirements for the granting of a Variance by a municipal Board of Adjustment. This includes specific 'Findings' that must be addressed by the Board.
  - There are special circumstances or conditions applying to the land, building or use referred to in the application which do not apply to other properties in the District.
    - B2 District and is an irregular site
      - On curve with limited access and limited visibility
      - Fairly unique circumstances
  - The special circumstances were not created by the owner or applicant.
    - Single parcel and has not been subdivided or combined with other parcels
  - The condition or situation of the specific piece of property for which the variance is sought is not of so typical or recurrent a nature as to make reasonably practicable the formulation of a general regulation for the conditions or situations.
  - The authorizing of the variance is necessary for the preservation and enjoyment of substantial property rights.
    - Unjustifiable not to have this business have similar rights as its competitors
  - The authorizing of the application will not be materially detrimental to persons residing or working in the vicinity, to adjacent property, the neighborhood or the public welfare in general.
  - Last element of a significant major update to facility
- Electronic Message Center
  - Height is 18', width is 8'5", depth is 2'4"
- Community Development staff has reviewed the complete application and concurs with the applicant's response to the "Findings".

Town of Florence Council Meeting Minutes November 19, 2018 Page **4** of **9**  - This application for a variance has been properly noticed and the site posted in compliance with Section §150.009 Variances of the Town of Florence Development Code.

Chairman Walter opened the public hearing.

Mr. Vince Acosta, Royal Signs, stated that they appreciate the business opportunity and looks forward to the long-term relationship with the community.

On motion of Boardmember Anderson, seconded by Boardmember Larsen, and carried (5-0) to close the public hearing.

# Discussion and possible action on authorizing a variance on an application received from Angie Chiv, of 80 Florence Investment, LLC, for a sign variance for Burger King to allow an electronic message center on the new replacement monument sign.

Chairman Walter stated that their competitors have the electronic message boards and with moving into the 21<sup>st</sup> century, she is glad that Burger King has done the improvements. She stated that the residents appreciate the changes made to the establishment.

On motion of Boardmember Woolridge, seconded by Boardmember Hawkins, and carried (5-0) to authorize a variance on an application received from Angie Chiv, of 80 Florence Investment, LLC, for a sign variance for Burger King to allow an electronic message center on the new replacement monument sign.

#### ADJOURN FROM BOARD OF ADJUSTMENTS

On motion of Boardmember Woolridge, seconded by Boardmember Anderson, and carried (5-0) to adjourn from the Board of Adjustments.

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 Intergovernmental Agreement with The Florence Industrial Development Authority for use of the Suter House. (Bryan Hughes)

Approval of a Non-Exclusive License Agreement with the Arizona National Guard. (Daniel Hughes)

Authorization to increase the not to exceed amount for Fester and Chapman's annual audit services by \$4,500, from \$41,150 to \$45,650. (Joe Jarvis)

Approval of the upfit of three Police Interceptors by Motorola Solutions, for an amount not to exceed \$47,200. (Joe Jarvis)

Approval of the October 1 and October 15, 2018 Town Council Meeting minutes.

#### Receive and file the following board and commission minutes:

Town of Florence Council Meeting Minutes November 19, 2018 Page **5** of **9** 

#### August 29, 2018 Historic District Advisory Commission Minutes

On motion of Councilmember Larsen, seconded by Councilmember Hawkins, and carried (5-0) to approve the Consent Agenda, as written.

#### **NEW BUSINESS**

#### Resolution No. 1684-18:

Mayor Walter read Resolution No. 1684-18 by title only.

#### A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE FINAL PLAT FOR ANTHEM AT MERRILL RANCH UNIT 35B; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.

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

- Anthem at Merrill Ranch Unit 35B Final Plat
- Located on west side of Hunt Highway, immediately north and east of Unit 35A.
- Some grading has been done to the site
- 57 Single-Family Lots
- Has two points of access
- 17.66+/- Acres
- 3.22 Dwelling units per acre
- Totals for AMR including 35B
  - 3767 Single-Family Lots Total
  - 1213.5 +/- developed acres
  - 3.10 dwelling units per acre
    - Below maximum density allowed for all of Merrill Ranch
- Will be part of the DR Horton portion of Merrill Ranch

Mayor Walter inquired if there is enough room for parking and that it will not go into the sidewalk.

Mr. Harmer stated that the lot depths meet the minimum standards.

On motion of Vice-Mayor Woolridge, seconded by Councilmember Larsen, and carried (5-0) to adopt Resolution No. 1684-18.

# Discussion/Approval/Disapproval of a Professional Services Agreement with GreenPlay LLC, for the Parks and Recreation Comprehensive Plan and Site-Specific Master Plan, in an amount not to exceed \$241,969.

Mr. Bryan Hughes, Community Services Director, stated that a Request for Qualifications was issued in August 2018. The Town received three Statements of Qualifications, and based on interviews and reviewing materials submitted, GreenPlay, LLC, emerged as the most qualified Team. Their team includes J2 Engineering, and Environmental Design, which did the original masterplan 10 years ago. They are also working with the Town on the Poston Butte Project, so the Town has some familiarity with them. Another member of their team is the Matrix Design

Town of Florence Council Meeting Minutes November 19, 2018 Page **6** of **9**  Group, which will assist with the inventory, level of service analysis and community input facilitation. Lastly, RRC Associates will help with the statistically valid community surveys so staff will understand what the community needs as far as parks, facilities, programs and special events.

Mr. Hughes stated that there is so much going on with the surveys and public comments. Updates of the site-specific master plans are being made to allow staff to determine how different sites are being used, how they can be upgraded, and look at their current conditions to see what needs to be improved due to declining infrastructure.

Mr. Hughes stated they will provide feedback and analysis as well as cost estimates so that any future improvements on existing facilities can be included in the existing Capital Improvement Plan.

Mr. Hughes stated that the timeline in the proposal calls for everything to be completed by July 2019, which is in alignment with the General Plan Update.

On motion of Councilmember Anderson, seconded by Councilmember Larsen, and carried (5-0) to approve a Professional Services Agreement with GreenPlay LLC, for the Parks and Recreation Comprehensive Plan and Site-Specific Master Plan, in an amount not to exceed \$241,969.

#### MANAGER'S REPORT

Mr. Billingsley stated the Town received a new 15 passenger van for the Senior Center as part of the 5310 Grant. He invited everyone to the unveiling of the 1953 reconditioned fire truck on November 29, 2018. The town has been awarded \$331,031 in CDBG funds for the Town's Phase 3 Waterline Extension Project.

Mr. Billingsley stated that Pinal County Economic Development Forum will be held on December 6, 2018, at Robson Ranch, in Eloy, Arizona.

#### CALL TO THE PUBLIC

There were no public comments.

#### CALL TO THE COUNCIL – CURRENT EVENTS ONLY

Councilmember Larsen wished everyone a Happy Thanksgiving and hopes everyone attends the Jr. Parada event.

Councilmember Anderson stated that the Pinal County Historical Society had a waterways meeting, which was informative, and he learned a lot about the history of canals in our area. The Arts and Culture Committee had an art show on Pedro Guerrero's works. He complimented Alison Feliz, Recreation Coordinator, for her article in the local newspaper.

Councilmember Hawkins invited everyone to the Jr. Parada parade as well as the rodeo.

Mayor Walter stated that there have been several volunteer opportunities this past month. Which included:

Town of Florence Council Meeting Minutes November 19, 2018 Page 7 of 9

- Sock puppets were made for the literacy kits that were made at the library.
- Make a Difference Day
  - The goal was to make 5,000 meals; however, 10,000 meals were made due to the high turnout of volunteers
  - 5,000 meals will be donated locally and the other 5,000 will be donated to the surrounding communities.

Mayor Walter thanked everyone for the partnerships that have been formed and to those who participated.

Mayor Walter stated that there are several resources available to those who need food. She wished everyone a Happy Thanksgiving.

Mayor Walter invited everyone to the Meet and Greet event for the new Councilmembers and farewell to exiting Councilmembers on December 3, 2018, prior to the Council meeting.

#### ADJOURN TO EXECUTIVE SESSION

Discussion and possible action to authorize the holding of an Executive Session during the Council Meeting for the purposes of discussions or consultations with designated representatives of the public body and/or legal counsel pursuant to A.R.S. Sections 38-431.03 (A)(1), (A)(3), (A)(4) and (A)(7) to consider its position and instruct its representatives and/or attorneys regarding:

- a. Town's position and instruct its attorneys regarding the Petition for Review of Underground Injection Control Permit, issued by USEPA Region 9, for the Florence Copper Project, UIC Appeal 17-03, and related proceedings, including Ninth Circuit appeals of the 1997 Aquifer Exemption (Case No. 17-73170), and the decision of the Environmental Appeals Board (Case No. 17-73168).
- b. Town's position and instruct its attorneys regarding Arizona Department of Environmental Quality proceedings, related to Water Quality Appeals Board Case No. 16-002, including appellate proceedings to reviewing courts.
- c. Town's position and instruct its attorneys regarding pending litigation in Maricopa County Superior Court: Town of Florence v. Florence Copper, Inc. CV2015 -000325.

On motion of Councilmember Hawkins, seconded by Councilmember Anderson, and carried (5-0) to adjourn to Executive Session.

#### AJDOURN FROM EXECUTIVE SESSION

On motion of Councilmember Hawkins, seconded by Vice-Mayor Woolridge, and carried (6-0) to adjourn from Executive Session. (Councilmember Wall appeared telephonically for the Executive Session only).

#### ADJOURNMENT

On motion of Councilmember Hawkins, seconded by Vice-Mayor Woolridge, and carried (5-0) to adjourn the meeting at 7:58 pm.

Town of Florence Council Meeting Minutes November 19, 2018 Page **8** of **9**  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 November 19, 2018, and that the meeting was duly called to order and that a quorum was present.

Lisa Garcia, Town Clerk

TOWN OF FLORENCE ARIZONA DUMOR PARAMA	TOWN OF FLORENCE COUNCIL ACTION FORM	AGENDA ITEM 9a.			
MEETING DATE: Dec	ember 3, 2018	☐ Action			
DEPARTMENT: Admi	<ul> <li>☐ Information Only</li> <li>△ Public Hearing</li> <li>☐ Resolution</li> <li>☐ Ordinance</li> <li>☐ Regulatory</li> <li>☐ 1<sup>st</sup> Reading</li> </ul>				
STAFF PRESENTER: Lisa Garcia, Deputy Town Manager/ Town Clerk					
SUBJECT: Public Hea Infrastructure Improver	ring on Land Use Assumptions and the nent Plan.	☐ 2 <sup>nd</sup> Reading ☐ Other			
STRATEGIC PLAN RE	EFERENCE:				
🗌 Community Vitality 🛛 🖾 Economic Prosperity 🔲 Leadership and Governance					
Partnerships and Relationships					
Statutory None					

#### **RECOMMENDED MOTION/ACTION:**

Hold a Public Hearing on the Land Use Assumptions and the Infrastructure Improvement Plan.

#### BACKGROUND/DISCUSSION:

Development fees, sometimes called "impact fees," are a fee paid by new development (both residential and commercial) to offset the costs associated with providing necessary public facilities or public services to support new development at current levels of service. The Town is in the process of updating the town-wide development fees.

Arizona Revised Statutes (ARS) § 9-463.05 provides a framework for cities and towns to assess, collect and administer development fees. In April 2011, statutory revisions were made by the approval of Senate Bill (SB) 1525 that significantly changed the requirements for development impact fees. As required by law, the Town of Florence retained the services of an outside consultant to complete an update of the Town's Development Impact Fees for compliance with the requirements of ARS § 9-463.05.

The first step in updating the fees is the development and adoption of the Land Use Assumptions (LUA) and the Infrastructure Improvements Plan (IIP). Residents may view the Land Use Assumptions, Infrastructure Improvements Plan, and Development Fee Study on the Town website.

Why are the Land Use Assumptions and the Infrastructure Improvements Plan necessary? The Land Use Assumptions and the Infrastructure Improvements Plan identify current levels of service, growth expectations, and the cost of public infrastructure necessary to maintain current levels of service with projected growth.

For example, as the Town grows, more roads are needed to carry additional traffic. This also applies to maintaining service level standards for Police and Fire Department response, for a larger number of customers and coverage areas. This also means meeting the needs of a growing population utilizing the Town Parks and Recreational facilities, necessitating more facilities across the community.

The Land Use Assumptions and the Infrastructure Improvement Plan forecasts expected Town growth, documents existing Town service levels, and determines which infrastructure projects will be necessary to maintain existing levels of service to Town residents under projected growth conditions.

The goal of the Land Use Assumptions and the Infrastructure Improvements Plan is to provide a plan of action to improve Town of Florence infrastructure that will meet the needs of future Town residents.

Development fees are assessed on new building construction that will generate an impact to the Town services previously described. The fees are based on a combination of the construction costs, expected town growth, and the expected time frame determined from the Land Use Assumptions and the Infrastructure Improvement Plan.

**Key Dates** (Subject to change)

Monday, October 01, 2018 - Publish LUA and IIP on Town Webpage

**Monday, October 15, 2018** - Council Work Session: LUA and IIP. Stakeholder sent notice of meeting

Monday, December 3, 2018 - Public Hearing: LUA and IIP

**Monday, January 07, 2019** - Council Work Session: Development Impact Fees & Stakeholder Meeting

Monday January 07, 2019 - LUA and IIP adoption

Monday, March 11, 2019 - Public Hearing: Development Impact Fees

Monday, April 15, 2019 - Development Impact Fees adoption

Monday, July 1, 2019 - Development Impact Fees effective

History of Impact Fees in the Town of Florence:

Resolution No.

844-06 (4/7/03) – intent to establish water and wastewater development impact fees 934-05 (4/18/05) – intent to increase Utility Development Impact Fees 1037-07 (3/5/07) – intent to increase Development Impact Fees 1116-08 (5/19/08) – increasing the Development Impact Fees, pursuant to Ord. #461-07 1180-09 (7/1/09) – increasing the Development Impact Fees, pursuant to Ord. #461-07 1403-13 (7/1/13) – adopting the 2013-2023 Land Use Assumptions and Infrastructure Improvements Plan for the Town of Florence, dated February 28, 2013.

Ordinance No. 338-03 (7/7/03) – Establishing Article VIII, Development Impact Fees 461-07 (5/21/07) – Updating the Code for the fees 568-11 (11/21/12) – Updating the Code

#### A VOTE OF NO WOULD MEAN:

Information only

#### A VOTE OF YES WOULD MEAN:

Information only

#### FINANCIAL IMPACT:

None at this time.

#### ATTACHMENTS:

Infrastructure Improvements Plan

# NOTICE OF PUBLIC HEARING ON LAND USE ASSUMPTIONS AND INFRASTRUCTURE IMPROVEMENT PLAN

Pursuant to A.R.S § 9-463.05, public notice is hereby given that the Florence Town Council will hold a public hearing to discuss and review an update to the land use assumptions and infrastructure improvement plan (IIP) associated with development fees charged by the Town. The public hearing will be held on Monday, December 3, 2018, at 6:00 pm in the Town Council Chambers (775 N. Main Street, Florence, Arizona). The Council will approve or disapprove the amendments to the land use assumptions and IIP at a Council Meeting to be held on Monday, January 7, 2019, in the Town Council Chambers.

A separate public hearing on potential changes to the development fees will be considered *after* Council has approved or disapproved amendments to the land use assumptions and IIP.

A copy of the proposed land use assumptions and IIP is attached to this notice and also published on the Town's website (<u>www.florenceaz.gov</u>).

Posted: October 9, 2018

Florence Reminder: November 8,15, and 29, 2018

# DRAFT Land Use Assumptions, Infrastructure Improvements Plan, and Development Fee Update

Prepared for: Town of Florence, Arizona

November 20, 2018



4701 Sangamore Road Suite S240 Bethesda, MD 20816 301.320.6900 www.TischlerBise.com

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Nonresidential Development	





#### **EXECUTIVE SUMMARY**

The Town of Florence hired TischlerBise to document land use assumptions, prepare an Infrastructure Improvements Plan (hereinafter referred to as the "IIP"), and update development fees pursuant to Arizona Revised Statutes ('ARS") § 9-436.05 (hereinafter referred to as the "Enabling Legislation"). Municipalities in Arizona may assess development fees to offset infrastructure costs to a municipality for necessary public services. The development fees must be based on an Infrastructure Improvements Plan and Land Use Assumptions. The IIPs for each type of infrastructure are located in each infrastructure type's corresponding section, and the Land Use Assumptions can be found in Appendix A. The proposed development fees are displayed in the Development Fee Report chapter.

Development fees are one-time payments collected from new construction at the time a building permit is issued for the purpose of constructing system improvements needed to accommodate new development. The fee represents new growth's proportionate share of capital facility needs. Development fees do have limitations and should not be regarded as the total solution for infrastructure funding. Development fees may be used for infrastructure improvements or debt service for growth related infrastructure. In contrast to general taxes, development fees may not be used for operations, maintenance, replacement, or correcting existing deficiencies.

The updated Infrastructure Improvements Plan and associated development fees include the following necessary public services:

- Parks and Recreation
- Police
- Fire and Rescue
- Water and Wastewater
- Streets

Based on discussions with Town staff, the decision was made to eliminate Library infrastructure from the development fee study. This plan also includes all necessary elements required to be in full compliance with SB 1525.



#### ARIZONA DEVELOPMENT FEE ENABLING LEGISLATION

The Enabling Legislation governs how development fees are calculated for municipalities in Arizona.

#### **Necessary Public Services**

Under the requirements of the Enabling Legislation, development fees may only be used for construction, acquisition or expansion of public facilities that are necessary public services. "Necessary public service" means any of the following categories of facilities that have a life expectancy of three or more years and that are owned and operated on behalf of the municipality: water, wastewater, storm water, drainage, flood control, library, streets, fire and police, and neighborhood parks and recreation. Additionally, a necessary public service includes any facility, not included in the aforementioned categories (e.g., general government facilities), that was financed before June 1, 2011 and that meets the following requirements:

- 1. Development fees were pledged to repay debt service obligations related to the construction of the facility.
- 2. After August 1, 2014, any development fees collected are used solely for the payment of principal and interest on the portion of the bonds, notes, or other debt service obligations issued before June 1, 2011 to finance construction of the facility.

#### **Infrastructure Improvements Plan**

Development fees must be calculated pursuant to an IIP. For each necessary public service that is the subject of a development fee, by law, the IIP shall include the following seven elements:

- A description of the existing necessary public services in the service area and the costs to update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable.
- An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable.
- A description of all or the parts of the necessary public services or facility expansions and their costs necessitated by and attributable to development in the service area based on the approved Land Use Assumptions, including a forecast of the costs of infrastructure, improvements, real property, financing, engineering and architectural services, which shall be prepared by qualified professionals licensed in this state, as applicable.
- A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial.
- The total number of projected service units necessitated by and attributable to new development in the service area based on the approved Land Use Assumptions and calculated pursuant to generally accepted engineering and planning criteria.


- The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years.
- A forecast of revenues generated by new service units other than development fees, which shall include estimated state-shared revenue, highway users revenue, federal revenue, ad valorem property taxes, construction contracting or similar excise taxes and the capital recovery portion of utility fees attributable to development based on the approved Land Use Assumptions and a plan to include these contributions in determining the extent of the burden imposed by the development.

# **Qualified Professionals**

The IIP must be developed by qualified professionals using generally accepted engineering and planning practices. A qualified professional is defined as "a professional engineer, surveyor, financial analyst or planner providing services within the scope of the person's license, education, or experience." TischlerBise is a fiscal, economic, and planning consulting firm specializing in the cost of growth services. Our services include development fees, fiscal impact analysis, infrastructure financing analyses, user fee/cost of service studies, capital improvement plans, and fiscal software. TischlerBise has prepared over 900 development fee studies over the past 40 years for local governments across the United States.

# **Conceptual Development Fee Calculation**

In contrast to project-level improvements, development fees fund growth-related infrastructure that will benefit multiple development projects, or the entire service area (usually referred to as system improvements). The first step is to determine an appropriate demand indicator for the particular type of infrastructure. The demand indicator measures the number of service units for each unit of development. For example, an appropriate indicator of the demand for parks is population growth and the increase in population can be estimated from the average number of persons per housing unit. The second step in the development fee formula is to determine infrastructure improvement units per service unit, typically called level-of-service (LOS) standards. In keeping with the park example, a common LOS standard is improved park acres per thousand people. The third step in the development fee formula is the cost of various infrastructure units. To complete the park example, this part of the formula would establish a cost per acre for land acquisition and/ or park improvements.

# **Evaluation of Offsets**

Regardless of the methodology, a consideration of "offsets" is integral to the development of a legally defensible development fee. There are two types of "offset" that should be addressed in development fee studies and ordinances. The first is a revenue offsets due to possible double payment situations, which could occur when other revenues may contribute to the capital costs of infrastructure covered by the development fee. This type of offset is integrated into the fee calculation, thus reducing the fee amount. The second is a site-specific offset or developer reimbursement for dedication of land or construction of system improvements. This type of offset is addressed in the administration and implementation of the development fee program. For ease of administration, TischlerBise normally recommends developer reimbursements for system improvements.



# **DEVELOPMENT FEE REPORT**

### **METHODOLOGY**

### **General Methods**

There are three general methods for calculating development fees. The choice of a particular method depends primarily on the timing of infrastructure construction (past, concurrent, or future) and service characteristics of the facility type being addressed. Each method has advantages and disadvantages in a particular situation, and can be used simultaneously for different cost components.

Reduced to its simplest terms, the process of calculating development fees involves two main steps: (1) determining the cost of development-related capital improvements and (2) allocating those costs equitably to various types of development. In practice, though, the calculation of development fees can become quite complicated because of the many variables involved in defining the relationship between development and the need for facilities within the designated service area. The following paragraphs discuss basic methods for calculating development fees and how those methods can be applied.

- Cost Recovery (past improvements) The rationale for recoupment, often called cost recovery, is that new development is paying for its share of the useful life and remaining capacity of facilities already built, or land already purchased, from which new growth will benefit. This methodology is often used for utility systems that must provide adequate capacity before new development can take place.
- Incremental Expansion (concurrent improvements) The incremental expansion method documents current level-of-service (LOS) standards for each type of public facility, using both quantitative and qualitative measures. This approach assumes there are no existing infrastructure deficiencies or surplus capacity in infrastructure. New development is only paying its proportionate share for growth-related infrastructure. Revenue will be used to expand or provide additional facilities, as needed, to accommodate new development. An incremental expansion cost method is best suited for public facilities that will be expanded in regular increments to keep pace with development.
- Plan-Based (future improvements) The plan-based method allocates costs for a specified set of
  improvements to a specified amount of development. Improvements are typically identified in a
  long-range facility plan and development potential is identified by a land use plan. There are two
  basic options for determining the cost per demand unit: (1) total cost of a public facility can be
  divided by total demand units (average cost), or (2) the growth-share of the public facility cost
  can be divided by the net increase in demand units over the planning timeframe (marginal cost).

## **Updated Development Fees Methods and Cost Components**

Figure 1 summarizes service areas, methodology, and infrastructure cost components for each development fee. The Town of Florence is home to an estimated 16,400 persons housed in group quarters (correctional facilities, medical care facilities, residential treatment centers, college residence halls,



military barracks). Police and Fire and Rescue infrastructure serves the group quarters population, while Parks and Open Space infrastructure does not. As such, the demand units and cost allocation vary by development fee component.

Development Fee Category	Service Area	Incremental Expansion	Plan-Based	Cost Recovery	Cost Allocation
Police	Town-wide	Station & Vehicles	N/A	N/A	Peak HH Population & Nonres. Vehicle Trips
Fire and Rescue	Town-wide	Station & Vehicles	N/A	N/A	Peak HH Population & Jobs
Parks and Open Space	Town-wide	Land & Improvements	N/A	N/A	Peak HH Population & Jobs
Water	N & S Service Areas	N/A	Transmission, Supply and Storage	N/A	Gallons
Wastewater	N & S Service Areas	N/A	Collection and Treatment	N/A	Gallons
Roads	Town-wide	Arterial Improvements	N/A	N/A	Vehicle Miles of Travel

Figure 1: Proposed Development Fee Service Areas, Methods, and Cost Components

# **Proposed Development Fee Schedules: Town of Florence**

Development fees for residential development will be assessed per dwelling unit, based on the type of unit. Nonresidential development fees will be assessed per square foot of floor area, according to three general types of development. Utility development fees, which will be assessed by meter size. The fees shown in Figures 2 and 3 represent the maximum allowable fees – development fees fund 100 percent of growth-related infrastructure. Florence may adopt fees that are less than the amounts shown; however, a reduction in development fee revenue will necessitate an increase in other revenues, a decrease in planned capital improvements and/or a decrease in Florence's LOS standards. All costs in the development fee study are in current dollars with no assumed inflation rate over time. If cost estimates change significantly over time, development fees should be recalculated.

#### Figure 2: Schedule of Maximum Allowable Development Fees (non-utility)

#### Residential (per unit)

Туре	Police	Fire and Rescue	Parks and Open Space	Roads	Proposed Fee	Current Fee	Difference
Single-Family	\$754	\$955	\$2,175	\$2,250	\$6,133	\$5 <i>,</i> 027	\$1,106
Multi-Family	\$560	\$710	\$1,616	\$1,560	\$4,446	\$3,696	\$750

#### Nonresidential (per 1,000 square feet)

Туре	Police	Fire and Rescue	Parks and Open Space	Roads	Proposed Fee	Current Fee	Difference
Commercial/Retail	\$1,465	\$694	\$166	\$3,900	\$6,225	\$5,423	\$802
Industrial	\$292	\$482	\$115	\$850	\$1,739	\$464	\$1,275
Office/Other Services	\$292	\$880	\$210	\$1,680	\$3,061	\$2,937	\$124



Meter Size (inches)	Meter Type	Proposed Water Fee	Current Fee	\$ Change	Proposed Wastewater Fee	Current Fee	\$ Change
0.625	Displacement	\$1,065	\$1,980	(\$915)	\$2,400	\$2,140	\$260
0.750	Displacement	\$1,597	\$4,950	(\$3,353)	\$3,600	\$2,782	\$818
1.000	Displacement	\$2,662	\$4,950	(\$2,288)	\$6,001	\$7,062	(\$1,061)
1.500	Displacement	\$5,324	\$9,900	(\$4,576)	\$12,002	\$14,338	(\$2,336)
2.000	Displacement	\$8,518	\$15,840	(\$7,322)	\$19,202	\$22,898	(\$3,696)
3.000	Displacement	\$17,037	\$31,680	(\$14,643)	\$38,405	\$45,582	(\$7,177)
3.000	Compound	\$17,037	\$31,680	(\$14,643)	\$38,405	\$45,852	(\$7,447)
3.000	Turbine	\$18,635	\$34,650	(\$16,015)	\$42,005	\$49,862	(\$7 <i>,</i> 857)
4.000	Compound	\$26,621	\$49,500	(\$22,879)	\$60,008	\$71,262	(\$11,254)
4.000	Turbine	\$33,543	\$59,400	(\$25,857)	\$75,610	\$85,600	(\$9 <i>,</i> 990)
6.000	Compound	\$53,243	\$99,000	(\$45,757)	\$120,015	\$142,738	(\$22,723)
6.000	Turbine	\$69,216	\$123,750	(\$54,534)	\$156,020	\$178,262	(\$22,242)
8.000	Compound	\$85,189	\$178,200	(\$93,011)	\$192,025	\$0	\$192,025
8.000	Turbine	\$149,082	\$178,200	(\$29,118)	\$336,043	\$256,800	\$79,243
10.000	Turbine	\$223,623	\$287,100	(\$63,477)	\$504,065	\$413,662	\$90,403
12.000	Turbine	\$282,191	\$425,700	(\$143,509)	\$636,082	\$613,538	\$22,544

Figure 3: Schedule of Maximum Allowable Development Fees (Utilities)



# PARKS AND RECREATIONAL INFRASTRUCTURE IMPROVEMENTS PLAN

Parks and Recreational Facilities are one of the infrastructure categories allowed under Arizona law. ARS § 9-463.05 (T)(7)(g) defines the facilities and assets which can be included in the Parks and Recreational Facilities IIP:

"Neighborhood parks and recreational facilities on real property up to thirty acres in area, or parks and recreational facilities larger than thirty acres if the facilities provide a direct benefit to the development. Park and recreational facilities do not include vehicles, equipment or that portion of any facility that is used for amusement parks, aquariums, aquatic centers, auditoriums, arenas, arts and cultural facilities, bandstand and orchestra facilities, bathhouses, boathouses, clubhouses, community centers greater than three thousand square feet in floor area, environmental education centers, equestrian facilities, golf course facilities, greenhouses, lakes, museums, theme parks, water reclamation or riparian areas, wetlands, zoo facilities or similar recreational facilities, but may include swimming pools."

The Parks and Recreational Facilities IIP includes components for park land, park improvements and the cost of preparing the Parks and Recreational Facilities IIP and related Development Fee Report.

### **SERVICE AREA**

The Town of Florence plans to provide a uniform level-of-service and equal access to Parks and Recreational Facilities throughout the Town. Therefore, a citywide service area is recommended for the Parks and Recreational IIP.

#### **Methodology**

The incremental expansion methodology, based on current levels of service, is used to calculation the land and improvements components . A plan-based approach is used for the Development Fee Study. Capital costs are allocated to residential development based on peak household population, and nonresidential development based on number of jobs. This methodology allows Florence to maintain the current LOS standard as growth occurs. Development fee revenue collected using this methodology may not be used to replace or rehabilitate existing improvements.

#### **Proportionate Share**

ARS § 9-463.05 (B)(3) states that the development fee shall not exceed a proportionate share of the cost of necessary public services needed to accommodate new development. As shown in Figure P1, TischlerBise recommends daytime population as a reasonable indicator of the potential demand for Parks and Recreational Facilities from residential and nonresidential development. According to the U.S. Census Bureau web application OnTheMap, there were 4,941 inflow commuters in 2016, which is the number of persons who have jobs in Florence but live outside the Town. The proportionate share is based on cumulative impact hour per year with the number of residents potentially impacting Parks and Recreational Facilities 365 days per year, 12 hours a day. Inflow commuters potentially impact Parks and Recreational Facilities 250 days per year (5 days per week multiplied by 50 weeks a year), 2 hours a day.



The resulting residential share of parks and open space infrastructure is 96 percent, while the resulting nonresidential share is 4 percent.

#### Figure P1. Parks and Open Space Daytime Population

			Cumulative Impact Hours per Year			Cost Allocation for		
Jurisdiction	Residents**	Inflow Commuters*	Residential**	Nonresidential***	Total	Residential	Nonresidential	
Florence	14,480	4,941	63,424,021	2,470,500	65,894,521	96%	4%	

\* U.S. Census Bureau, OnTheMap Web Application, LEHD Origin-Destination Employment Statistics.

\*\*Peak population in households

\*\* Days per Year = 365 Hours per Year (12 hours a day) 4380 250 \*\*\* 5 Days per Week x 50 Weeks per Year500 Hours per Year (2 hours a day)

# **RATIO OF SERVICE UNITS TO DEVELOPMENT UNITS**

ARS § 9-463.05(E)(4) requires:

"A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial/retail, industrial, and office/institutional."

Figure P2 displays the level of service of each Parks and Recreational Facilities element compared to residential and nonresidential land use. The residential development table displays the persons per household for single-family (or single unit) and multifamily units. The nonresidential development table displays the number of employees per thousand square feet for three different types of nonresidential development.

#### Figure P2: Parks and Recreational Facilities Ratio of Service Unit to Development Unit

Residential Development				
Land Use	Persons per Household			
Single-Family	2.42			
Multifamily	1.80			

Source: TischlerBise Land Use Assumptions.

Nonresidential Development per KSF					
Land Use	Employees per KSF				
Commercial/Retail	2.34				
Office/Institutional	2.97				
Industrial/Flex	1.63				
Courses Institute of Turners enterti	an Englineare 2017				

Source: Institute of Transportation Engineers, 2017.



# ANALYSIS OF CAPACITY, USAGE, AND COSTS OF EXISTING SERVICES

ARS § 9-463.05(E)(1) requires:

"A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable."

ARS § 9-463.05(E)(2) requires:

"An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable."

### **Parks and Open Space**

The definition of necessary public services defined in the Arizona Revised Statutes excludes wetlands and includes "parks and recreational facilities on real property up to thirty acres in area, or parks and recreational facilities larger than thirty acres if the facilities provide a direct benefit to the development." For this reason, only 30 acres of the Poston Butte site are considered in the development fee calculation. Figure P3 details the existing inventory of parks and open space land in the Town of Florence, along with current replacement costs. Florence has a total of 124.52 acres of park and open space land with a total replacement value of \$1,245,200. The replacement cost is based on a \$10,000 per acre cost factor provided by Town of Florence staff.

Based on the current inventory of parks and open space acreage and the current peak household population, the residential level of service is 0.0083 acres per person ((124.52 acres x 96 percent residential proportionate share) / 14,480 persons). Using peak household population considers the impact seasonal population has on parks and open space infrastructure. Based on the current inventory of parks and open space acreage and current number of jobs, the nonresidential level of service is 0.0007 acres per job ((124.52 acres x 4 percent nonresidential proportionate share) / 7,626 jobs). The average cost per acre, as provided by Town staff, is \$10,000. When the residential and nonresidential levels of service (0.0083 acres per person and 0.0007 per job) are compared to the cost per acre (\$10,000), the resulting cost per demand units are \$82.55 per person and \$6.53 per job.



Figure P3. Parks and Open Space Level of Service and Cost Allocation
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Park	Land Area (Acres)*	Total Replacement Cost*
Heritage	25.17	\$251,700
Little League	2.00	\$20,000
Jacques Square	0.22	\$2,200
Arriola Square	0.18	\$1,800
Padilla Park	0.75	\$7,500
Territory Square	6.20	\$62,000
Aero Modeler Park	30.00	\$300,000
Rodeo Grounds	30.00	\$300,000
Poston Butte	30.00	\$300,000
TOTAL	124.52	\$1,245,200

# Level-of-Service (LOS) Standards

Peak HH Population in 2018	14,480
Jobs in 2018	7,626
Residential Share	96%
Nonresidential Share	4%
LOS: Acres per Person	0.0083
LOS: Acres per Job	0.0007

# Cost Analysis

Average Cost per Acre*	\$10,000
Cost per Person	\$82.55
Cost per Job	\$6.53

\*Source: Town of Florence.



# **Parks and Open Space Improvements**

To provide capacity for new development throughout the Town, the Town of Florence plans to maintain its current (2018) level of service for developed (improved) parks. Florence's existing park improvements inventory, shown in Figure P4, includes 909 improvements with a total value of \$12,182,400. This equates to an average cost per improvement of \$13,402.

Based on the existing inventory of parks and open space improvements and current peak household population (14,480), the residential level of service for improvements is 0.060 improvements per person (909 improvements x 96 percent residential proportionate share / 14,480). For nonresidential development, the level of service for parks and opens space improvements is 0.005 improvements per job (909 improvements x 4 percent nonresidential proportionate share / 7,626). When the residential and nonresidential levels of service (0.060 improvements per person and 0.005 per job) are compared to the cost per improvement (\$13,402), the resulting cost per demand units are \$807.65 per person and \$63.90 per job.



Improvements	Units	Unit Cost*	Total Replacement Cost
Parking Spaces	767	\$1,000	\$767,000
Restrooms	13	\$250,000	\$3,250,000
Basketball Courts	2	\$60,000	\$120,000
Picnic Ramadas	9	\$36,000	\$324,000
Picnic Tables	53	\$950	\$50,350
Volleyball Courts	1	\$40,000	\$40,000
Softball Fields	3	\$200,000	\$600,000
Baseball Fields	1	\$200,000	\$200,000
Soccer Fields	2	\$175,000	\$350,000
Play Structures	4	\$150,000	\$600,000
Park Benches	15	\$450	\$6,750
Bleachers	22	\$5,800	\$127,600
Dugouts	8	\$8,750	\$70,000
Scoreboards	1	\$6,700	\$6,700
Tennis Courts	2	\$60,000	\$120,000
Pickleball Courts	2	\$15,000	\$30,000
Splash Pad	1	\$20,000	\$20,000
Competition Pool	1	\$2,000,000	\$2,000,000
Play Pool	1	\$2,000,000	\$2,000,000
Bath House	1	\$1,500,000	\$1,500,000
TOTAL	909	\$13,402	\$12,182,400

Figure P4. Parks and Open Space Improvements Level of Service and Cost Allocation

\*Source: Town of Florence.

# Level-of-Service (LOS) Standards

Peak HH Population in 2018	14,480
Jobs in 2018	7,626
Residential Share	96%
Nonresidential Share	4%
LOS: Improvements per Person	0.060
LOS: Improvements per Job	0.005

## **Cost Analysis**

Average Cost per Improvement	\$13,402
Cost per Person	\$807.65
Cost per Job	\$63.90



# **PROJECTED DEMAND FOR SERVICES AND COSTS**

ARS § 9-463.05(E)(5) requires:

"The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria."

As shown in Figure P5, the Land Use Assumptions projects an additional 4,433 persons and 3,719 jobs over the next ten years.

ARS § 9-463.05(E)(6) requires:

"The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years."

When applied to the existing LOS, new development will demand approximately 39 additional acres of parks and open space ((0.0083 LOS x (4,433 peak hh population increase)) + (0.0007 LOS x (3,719 jobs increase) = 39). Based on the average cost per acre of \$10,000, the growth-related expenditure on park and open space land is approximately \$390,000. Based on the average cost per improvement of \$13,402, the growth-related expenditure on park and open space improvements is approximately \$3.8 million (285 improvements x \$13,402). The total projected growth-related expenditure on parks and open space infrastructure is \$4.2 million.



\$4,207,806

Type of Infrastructure	Le	vel of Service	2	Demand Unit	Average Cost
Land	Residential	0.0083	Acres	per Person	\$10,000 per Acre
Lanu	Nonresidential	0.0007	Acres	per Job	\$10,000 per Acre
Improvoments	Residential	0.060	Units	per Person	\$13,402 per Unit
Improvements	Nonresidential	0.005	Units	per Job	\$15,402 per Unit

Figure P5: Projected Demand for Parks and Recreational Facilities Infrastructure
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		Need fo	or Park Infras	tructure	
	Year	Peak HH Population	Jobs	Acres	Improvements
Base	2018	14,480	7,626	125	909
Year 1	2019	14,926	7,902	128	937
Year 2	2020	15,369	8,188	132	965
Year 3	2021	15,812	8,484	136	993
Year 4	2022	16,255	8,791	140	1,022
Year 5	2023	16,698	9,172	144	1,050
Year 6	2024	17,141	9,571	148	1,079
Year 7	2025	17,584	9,987	152	1,107
Year 8	2026	18,027	10,420	156	1,136
Year 9	2027	18,470	10,873	160	1,165
Year 10	2028	18,913	11,345	164	1,194
Ter	-Yr Increase	4,433	3,719	39	285
	Gro	wth-Related Exp	enditures =>	\$390,208	\$3,817,598

Total Growth-Related Expenditures

# **IIP** AND **DEVELOPMENT FEE REPORT**

The cost to prepare the Parks and Recreational Facilities IIP and related Development Fee Report totals \$16,607. Florence plans to update its report every five years. Based on this cost, proportionate share, and five-year projections of new development from the *Land Use Assumptions*, the cost per person is \$7.19 and the cost per job is \$0.43.

## Figure P6: IIP and Development Fee Report

Necessary Public Service	Cost	Assessed Against	Proportionate Share	Demand Unit*	2018	2023	Change	Cost per Demand Unit
Parks and Open	\$16 GO7	Residential	96%	Peak HH Population	14,480	16,698	2,218	\$7.19
Space	\$16,607	Nonresidential	4%	Jobs	7,626	9,172	1,546	\$0.43



# PARKS AND RECREATIONAL FACILITIES DEVELOPMENT FEES

### **Revenue Offset**

A revenue offset is not necessary for the Park and Recreational Facilities development fees, as there is no outstanding debt on existing parks.

## **Proposed Parks and Recreational Facilities Development Fees**

Figure P7 provides a summary of the costs per demand unit used to calculate the Parks and Recreational Facilities development fees. As previously discussed, Parks and Recreational Facilities development fees are calculated for residential and nonresidential land uses. The total cost per residential demand unit is \$897.39 per person and \$70.86 per job. The proposed fee for a single-family unit is \$2,175 (\$897.39 x 2.42 persons per household) and represents an increase of \$758 compared to the current single-family fee. The proposed fee for a square foot of commercial/retail development is \$.17 (\$70.86 x 2.34 jobs per square foot / 1,000) and is the same as the present commercial/retail fee. Similar calculations follow for the other nonresidential categories.

### Figure P7: Schedule of Parks and Recreational Facilities Development Fees

Fee Component	Cost per Person	Cost per Job
Park Land	\$82.55	\$6.53
Park Improvements	\$807.65	\$63.90
Development Fee Study	\$7.19	\$0.43
TOTAL	\$897.39	\$70.86

#### Residential (per unit)

Development Type	Persons per Household	Proposed Fees	Current Fee	Increase / Decrease
Single-Family	2.42	\$2,175	\$1,417	\$758
Multifamily	1.80	\$1,616	\$1,148	\$468

\*Figure A1.

## Nonresidential (per square foot)

Development Type	Jobs per 1,000 Sq. Ft.	Proposed Fees	Current Fee	Increase / Decrease
Commercial/Retail	2.34	\$0.17	\$0.17	(\$0.00)
Office/Institutional	2.97	\$0.21	\$0.20	\$0.01
Industrial/Flex	1.63	\$0.12	\$0.13	(\$0.01)



# **PROJECTED PARKS AND RECREATIONAL FACILITIES DEVELOPMENT FEE REVENUE**

In accordance with state law, this report includes an IIP for Parks and Recreational Facilities infrastructure needed to accommodate new development. Projected fee revenue shown in Figure P8 is based on the development projections in the *Land Use Assumptions* (Appendix A) and the updated development fees for parks. To the extent these assumptions change, the projected fee revenue will change accordingly. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase and development fee revenue will increase at a corresponding rate. If development occurs at a slower rate than is projected, the demand for infrastructure will also decrease, along with development fee revenue.

Anticipated development fee revenue over the next ten years is approximately \$4.47 million, which almost equals the estimated growth cost for Parks and Recreation infrastructure over the same time period. Because this IIP includes only Parks and Recreational Facilities infrastructure demanded by future development, there is no cost to existing development.

### Figure P8: Projected Parks and Recreational Facilities Development Fee Revenue

	Growth Cost
Parks and Open Space Land	\$390,208
Parks and Open Space Improvements	\$3,817,598
Development Impact Fee Study	\$16,607
TOTAL	\$4,224,413

		Single-Family	Multifamily	Commercial / Retail	Office / Institutional	Industrial / Flex
		\$2,175	\$1,616	\$0.17	\$0.21	\$0.12
		per Housing Unit	per Housing Unit	per Sq. Ft.	per Sq. Ft.	per Sq. Ft.
	Year	Units	Units	KSF	KSF	KSF
Base	2018	5,715	817	271	2,305	93
Year 1	2019	5 <i>,</i> 890	842	281	2,388	97
Year 2	2020	6,064	868	291	2,475	100
Year 3	2021	6,239	893	301	2,564	104
Year 4	2022	6,414	918	312	2,657	108
Year 5	2023	6,589	943	326	2,773	112
Year 6	2024	6,764	968	340	2,893	117
Year 7	2025	6,939	993	355	3,019	122
Year 8	2026	7,114	1,018	370	3,150	128
Year 9	2027	7,289	1,043	386	3,287	133
Year 10	2028	7,464	1,068	403	3,429	139
	Ten-Yr Increase	1,750	250	132	1,124	46
10-Year Pr	ojected Revenue	\$3,805,417	\$404,514	\$21,910	\$236,384	\$5,253
				Project	ed Revenue =>	\$4,473,478



# POLICE FACILITIES INFRASTRUCTURE IMPROVEMENTS PLAN

ARS § 9-463.05 (T)(7)(f) defines the facilities and assets which can be included in the Police facilities IIP:

"Fire and police facilities, including all appurtenances, equipment and vehicles. Fire and police facilities do not include a facility or portion of a facility that is used to replace services that were once provided elsewhere in the municipality, vehicles and equipment used to provide administrative services, helicopters or airplanes or a facility that is used for training police and firefighters from more than one station or substation."

The Police Facilities IIP includes components for station space and vehicles and the cost of preparing the Police Facilities IIP and related Development Fee Report.

#### **SERVICE AREA**

The Town of Florence Police Department strives to provide a uniform response time townwide. Therefore, a townwide service area is recommended for the Police Facilities IIP.

### **METHODOLOGY**

Police Facilities development fees use an incremental expansion methodology and allocate capital costs to residential development based on peak population, and nonresidential development based on nonresidential vehicle trip ends. This methodology allows Florence to maintain the current LOS standard as growth occurs. Development fee revenue collected using this methodology may not be used to replace or rehabilitate existing improvements.

#### **Proportionate Share**

ARS § 9-463.05.B.3 states the development fee shall not exceed a proportionate share of the cost of necessary public services needed to serve new development. In Florence, police infrastructure standards, projected needs, and development fees are based on both residential and nonresidential development. As shown in Figure PO1, functional population was used to allocate police infrastructure and costs to residential and nonresidential development. Functional population is similar to what the U.S. Census Bureau calls "daytime population" by accounting for people living and working in a jurisdiction. Residents that don't work are assigned 20 hours per day to residential development and four hours per day to nonresidential development (annualized averages). Residents that work in Florence are assigned 14 hours to residential development. Inflow commuters are assigned 10 hours to nonresidential development. Based on 2016 data sources, the cost allocation for residential development is 72% while nonresidential development accounts for 28% of the demand for public safety infrastructure.



	Dema	nd Units in 2	016		
Residential				Demand	Person
Population <sup>1</sup>	12,401	Ъ,		Hrs/Day	Hours
Residents Not Working		9,257		20	185,140
Employed Residents		3,144	Ð		
Employed in Florence			477	14	6,678
Employed Outside Florer	nce		2,667	14	37,338
			Residenti	al Subtotal	229,156
			Residentia	al Share =>	72%
Ionresidential					
Non-working Residents		9,257		4	37,028
Jobs Located in Florence		5,418	Ð		
Residents employed in F	lorence		477	10	4,770
Non-resident Workers (in	nflow comr	muters)	4,941	10	49,410
		N	onresidenti	al Subtotal	91,208
		No	nresidentia	al Share =>	28%

#### Figure PO1: Public Safety Functional Population

*Source: U.S. Census Bureau, OnTheMap Web Application, LEHD Origin-Destination Employment Statistics. 1. 2016 ACS Population estimate, less group quarters population.* 

## **RATIO OF SERVICE UNITS TO DEVELOPMENT UNITS**

ARS § 9-463.05(E)(4) requires:

"A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial/retail, industrial, and office/other services."

Figure PO2 displays the ratio of a service unit to various types of land uses for residential and nonresidential development. The residential development table displays the persons per household for single-family (or single unit) and multifamily units.

Nonresidential development fees are calculated using trips as the service unit. TischlerBise recommends using nonresidential vehicle trips as the best demand indicator for police facilities and vehicles. Trip generation rates are used for nonresidential development because vehicle trips are highest for commercial/retail developments, such as shopping centers, and lowest for industrial development. Office and institutional trip rates fall between the other two categories. This ranking of trip rates is consistent



with the relative demand for police from nonresidential development. Other possible nonresidential demand indicators, such as employment or floor area, will not accurately reflect the demand for service. For example, if employees per thousand square feet were used as the demand indicator, police development fees would be too high for office and institutional development because offices typically have more employees per 1,000 square feet than retail uses. If floor area were used as the demand indicator, police development fees would be too high for industrial development.

Trip generation rates are from the reference book Trip Generation published by the Institute of Transportation Engineers (ITE 10th Edition 2017). A vehicle trip end represents a vehicle either entering or exiting a development (as if a traffic counter were placed across a driveway). To calculate development fees, trip generation rates require an adjustment factor to avoid double counting each trip at both the origin and destination points. Therefore, the basic trip adjustment factor is 50%.

For commercial development, the trip adjustment factor is less than 50% because retail development and some services attract vehicles as they pass by on arterial and collector roads. For example, when someone stops at a convenience store on the way home from work, the convenience store is not the primary destination. For the average shopping center, the ITE data indicates that 34% of the vehicles that enter are passing by on their way to some other primary destination. The remaining 66% of attraction trips have the commercial site as their primary destination. Because attraction trips are half of all trips, the trip adjustment factor is 66% multiplied by 50%, or approximately 33% of the trip ends. These factors are shown to derive inbound vehicle trips for each type of nonresidential land use.

Residential Development			
Land Use	Persons per Household		
Single-Family	2.42		
Multi-Family	1.80		

#### Figure PO2: Police Facilities Ratio of Service Unit to Development Unit

Source: TischlerBise Land Use Assumptions.

Nonresidential Development per KSF						
Land Use Weekday Trip Trip Adjustment Inbound Vehic Ends (a) (b) Trips (a x b)						
Commercial/Retail	37.75	33%	12.46			
Office/Institutional	9.74	50%	4.87			
Industrial/Flex	4.96	50%	2.48			

Source: <u>Trip Generation</u>, Institute of Transportation Engineers, 2017. On an average weekday, half of all trip ends are inbound. Commercial/Retail development includes a 34% pass-by adjustment (i.e. 66% of trips are primary trips).



# ANALYSIS OF CAPACITY, USAGE, AND COSTS OF EXISTING SERVICES

ARS § 9-463.05(E)(1) requires:

"A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable."

ARS § 9-463.05(E)(2) requires:

"An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable."

### **Police Facilities**

Police development fees contain a cost component for facilities, which are calculated using the incremental expansion method. The Town of Florence plans to increase square footage as demanded by growth in order to maintain the current level of service standard. As shown in Figure PO3, the Police Department currently uses three spaces totaling 14,016 square feet, with a total replacement cost of \$4,092,672. This is based on a replacement cost per square of \$292, provided by Town of Florence staff.

The current level of service is based on the residential and nonresidential proportionate shares of public safety demand, and 2018 peak household population (14,480) for residential development and 2018 nonresidential vehicle trips totaling 14,830 for nonresidential development. Based on these factors, the current residential level of service is 0.70 square feet per person (14,016 square feet x 72 percent residential proportionate share / 14,480 persons). The nonresidential level of service equals 0.26 square feet per nonresidential trip (14,016 square feet x 28 percent nonresidential proportionate share / 14,830 nonresidential levels of service (0.70 square feet per person and 0.26 square feet per nonresidential trip) are compared to the cost per square foot (\$292), the resulting cost per demand units are \$203.50 per person and \$77.27 per nonresidential vehicle trip.



Figure PO3: Police Facilities Level of Service and Cost Allocation
--

Station		Floor Area (Sq. Ft.)	Replacement Cost
Station 1		8,400	\$2,452,800
Substation		1,200	\$350,400
Evidence Building		4,416	\$1,289,472
	TOTAL	14,016	\$4,092,672

#### Level-of-Service (LOS) Standards

LOS: Square Feet per Vehicle Trip End	
LOS: Square Feet per Person	0.70
Nonresidential Share	28%
Residential Share	72%
Nonres. Vehicle Trip Ends in 2018	14,830
Peak HH Population in 2018	14,480

#### **Cost Analysis**

Cost per Square Foot*	\$292.00
Cost per Person	\$203.50
Cost per Vehicle Trip End	\$77.27

\*Source: Town of Florence.

## **Police Vehicles**

Development fees will be used to expand Florence's inventory of Police vehicles as demanded by new development. Figure PO4 lists the current vehicle inventory which totals 43 vehicles with a replacement value of \$2,053,000. This equates to a weighted average replacement cost per vehicle of \$47,444. As previously discussed, the public safety functional population is used to allocate service demand to residential and nonresidential development. The Town's existing LOS standard for residential development is 0.0021 vehicles per person (43 vehicles x 72 percent residential proportionate share / 14,458 peak population in households). The nonresidential LOS standard is 0.0008 vehicles per nonresidential vehicle trip (43 vehicles x 28 percent nonresidential proportionate share / 14,830 nonresidential vehicle trips). When the residential and nonresidential levels of service (0.0021 vehicles per person and 0.0008 vehicles per nonresidential trip) are compared to the weighted average replacement cost per vehicle (\$47,444), the resulting cost per demand units are \$102.08 per person and \$38.76 per nonresidential vehicle trip.



Vehicle	Number	Unit Cost*	Total Replacement Cost
Patrol Sedan (CV)	15	\$50,000.00	\$750,000
Chevrolet Tahoe	12	\$50,000.00	\$600,000
Pick-up Truck	4	\$45,000.00	\$180,000
Ford Expedition	5	\$50,000.00	\$250,000
Ford Explorer	4	\$47,000.00	\$188,000
Chevrolet Van	1	\$35,000.00	\$35,000
Ford Escape	1	\$25,000.00	\$25,000
Chevrolet Malibu	1	\$25,000.00	\$25,000
TOTAL	43	\$47,744	\$2,053,000

Figure PO4: Police Vehicles Level of Service and Cost Allocation

\*Source: Town of Florence. Includes cost of equipment.

LOS: Vehicles per Vehicle Trip End	0.0008
LOS: Vehicles per Person	0.0021
Nonresidential Share	28%
Residential Share	72%
Nonresidential Vehicle Trip Ends in 2018	14,830
Peak HH Population in 2018	14,480

**Cost Analysis** 

Average Cost per Vehicle	\$47,744
Cost per Person	\$102.08
Cost per Vehicle Trip End	\$38.76

## **PROJECTED DEMAND FOR SERVICES AND COSTS**

ARS § 9-463.05(E)(5) requires:

"The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria."

As shown in Figure PO5, the Land Use Assumptions projects an additional 4,433 persons and 7,233 trip ends over the next ten years.

ARS § 9-463.05(E)(6) requires:

"The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years."



When applied to the existing LOS, future development is projected to generate demand for an additional 5,003 square feet of police facility space. Based on the average cost of \$292 per square foot, the growth-related expenditure on police space is approximately \$1.46 million. Based on these same development projections, future development will generate demand for approximately 15 additional police vehicles. The growth-related expenditure on police vehicles is approximately \$732,000.

Type of Infrastructure	Level of Service		Demand Unit	Average Cost		
Facilities	Residential	0.70	Squara Foot	per Person	\$292 per SF	
Facilities	Nonresidential	0.26	Square Feet	per Trip End	STAT her 2h	
Vehicles	Residential	0.0021	Vehicles	per Person	\$47,744 per Vehicle	
verificies	Nonresidential	0.0008		per Trip End	547,744 per venici	

## Figure PO5: Projected Demand for Police Facilities Infrastructure

	Need for Police Infrastructure					
	Year	Peak HH Population	Trip Ends	Facilities (SF)	Vehicles	
Base	2018	14,480	14,830	14,016	43	
Year 1	2019	14,926	15,366	14,469	44	
Year 2	2020	15,369	15,922	14,925	46	
Year 3	2021	15,812	16,498	15,386	47	
Year 4	2022	16,255	17,095	15,852	49	
Year 5	2023	16,698	17,837	16,357	50	
Year 6	2024	17,141	18,612	16,871	52	
Year 7	2025	17,584	19,420	17,394	53	
Year 8	2026	18,027	20,264	17,926	55	
Year 9	2027	18,470	21,144	18,467	57	
Year 10	2028	18,913	22,063	19,019	58	
<i>Ten-Yr Increase</i> 4,433 7,233		5,003	15			
Growth-Related Expenditures =>				\$1,460,893	\$732,825	

Total Growth-Related Expenditures\$2,193,718



# **IIP** AND **DEVELOPMENT FEE REPORT**

The cost to prepare the Police Facilities IIP and related Development Fee Report totals \$16,670. Florence plans to update its report every five years. Based on this cost, proportionate shares, and five-year projections of new residential and nonresidential development from the *Land Use Assumptions*, the cost per person is \$5.39 and the cost per nonresidential vehicle trip is \$1.55.

#### Figure PO6: IIP and Development Fee Report

Necessary Public Service	Cost	Assessed Against	Proportionate Share	Demand Unit*	2018	2023	Change	Cost per Demand Unit
Police	\$16,607	Residential	72%	Peak HH Population	14,480	16,698	2,218	\$5.39
Police	\$10,007	Nonresidential	28%	Vehicle Trips	14,830	17,837	3,007	\$1.55

## **POLICE FACILITIES DEVELOPMENT FEES**

### **Revenue Offset**

A revenue offset is not necessary for the Police Facilities development fees, as there is no outstanding debt on existing Police stations.

## **Proposed Police Facilities Development Fees**

Infrastructure standards and cost factors for Police Facilities development fees are summarized in the upper portion of Figure PO7. Development fees for residential development are determined by type of housing unit. The cost per person is \$310.97, therefore the Police Facilities development fee for a single-family dwelling unit is \$754 (\$310.97 per person x 2.42 persons per household). Proposed development fees for single-family units increase by \$147 from the current fees while proposed fees for multifamily units increase by \$68 from the current fees.

Nonresidential Police Facilities development fees are calculated per square foot of floor area. The capital cost per nonresidential vehicle trip is \$117.58. To calculate the fee for nonresidential development, multiply the capital cost by the average weekday vehicle trip end factor and trip rate adjustment factor. This value is then divided by 1,000 because average weekday vehicle trip ends are based on 1,000 square feet while development fees are assessed per square foot. For example, the Police fee per square foot of commercial/retail development is \$1.46 ((\$117.58 cost per vehicle trip x 37.75 trips per 1,000 square feet of floor area x 0.33 trip adjustment) / 1,000). This represents an increase of \$1.03 over the current fees, while police fees for office/institutional and industrial/flex development increase by \$0.17 and \$0.16 respectively.



Figure PO7: Schedule of Police Facilities Development Fees

Fee Component	Cost per Person	Cost per Vehicle Trip
Police Facilities	\$203.50	\$77.27
Police Vehicles	\$102.08	\$38.76
Development Fee Study	\$5.39	\$1.55
TOTAL	\$310.97	\$117.58

### Residential (per unit)

Development Type	Persons per Household	Proposed Fees	Current Fee	Increase / Decrease
Single-Family	2.42	\$754	\$607	\$147
Multifamily	1.80	\$560	\$492	\$68

\*Figure A1.

# Nonresidential (per square foot)

Development Type	Trips per 1,000 Sq. Ft.	Trip Rate Adjustment	Proposed Fees	Current Fee	Increase / Decrease
Commercial/Retail	37.75	33%	\$1.46	\$0.44	\$1.03
Office/Institutional	9.74	50%	\$0.57	\$0.40	\$0.17
Industrial/Flex	4.96	50%	\$0.29	\$0.13	\$0.16



# **PROJECTED POLICE FACILITIES DEVELOPMENT FEE REVENUE**

Projected Police Facilities development fee revenue shown in Figure PO8 is based on the development projections in the *Land Use Assumptions* (see Appendix A) and the updated Police development fees (see Figure PO7). If development occurs at a faster rate than projected, the demand for infrastructure will increase along with development fee revenue. If development occurs at a slower rate than projected, the demand for infrastructure will decrease and development fee revenue will decrease at a similar rate. Anticipated development fee revenue is approximately \$2.29 million over the next ten years.

#### Figure PO8: Projected Revenue from Police Facilities Development Fees

	Growth Cost	Total Cost
Police Facilities	\$1,460,893	\$1,460,893
Police Vehicles	\$732,825	\$732,825
Development Impact Fee Study	\$16,607	\$16,607
TOTAL	\$2,210,325	\$2,210,325

Police Development Impact Fee Revenue

		Single-Family	Multifamily	Commercial / Retail	Office / Institutional	Industrial / Flex
		\$754	\$560	\$1.46	\$0.57	\$0.29
_		per Housing Unit	per Housing Unit	per Sq. Ft.	per Sq. Ft.	per Sq. Ft.
	Year	Units	Units	KSF	KSF	KSF
Base	2017	5,715	817	271	2,305	93
Year 1	2018	5,890	842	281	2,388	97
Year 2	2019	6,064	868	291	2,475	100
Year 3	2020	6,239	893	301	2,564	104
Year 4	2021	6,414	918	312	2,657	108
Year 5	2022	6,589	943	326	2,773	112
Year 6	2023	6,764	968	340	2,893	117
Year 7	2024	6,939	993	355	3,019	122
Year 8	2025	7,114	1,018	370	3,150	128
Year 9	2026	7,289	1,043	386	3,287	133
Year 10	2027	7,464	1,068	403	3,429	139
	Ten-Yr Increase	1,750	250	132	1,124	46
10-year pro	ojected revenue	\$1,318,665	\$140,173	\$193,398	\$643,753	\$13,295
				Project	ed Revenue =>	\$2,290,092

Projected Revenue => \$2,290,092



# FIRE FACILITIES INFRASTRUCTURE IMPROVEMENTS PLAN

ARS § 9-463.05 (T)(7)(f) defines the facilities and assets which can be included in the Fire facilities IIP:

"Fire and police facilities, including all appurtenances, equipment and vehicles. Fire and police facilities do not include a facility or portion of a facility that is used to replace services that were once provided elsewhere in the municipality, vehicles and equipment used to provide administrative services, helicopters or airplanes or a facility that is used for training police and firefighters from more than one station or substation."

The Fire Facilities IIP includes components for facilities and apparatus/vehicles and the cost of preparing the Fire Facilities IIP and related Development Fee Report.

#### **SERVICE AREA**

The Town of Florence Fire Department strives to provide a uniform response time townwide, and its fire stations operate as an integrated network. Depending on the number and types of calls, apparatus can be dispatched townwide from any of the stations. Therefore, a townwide service area is recommended for the Fire Facilities IIP.

## METHODOLOGY

Fire Facilities development fees use an incremental expansion methodology and allocate capital costs to residential development based on peak population, and nonresidential development based on number of jobs. This methodology allows the Town of Florence to maintain the current LOS standard as growth occurs. Development fee revenue collected using this methodology may not be used to replace or rehabilitate existing improvements.

#### **Proportionate Share**

ARS § 9-463.05.B.3 states the development fee shall not exceed a proportionate share of the cost of necessary public services needed to serve new development. In Florence, Fire Facilities infrastructure standards, projected needs, and development fees are based on both residential and nonresidential development. As shown in Figure F1, functional population was used to allocate Fire Facilities infrastructure and costs to residential and nonresidential development. Functional population is similar to what the U.S. Census Bureau calls "daytime population" by accounting for people living and working in a jurisdiction. Residents that don't work are assigned 20 hours per day to residential development and four hours per day to nonresidential development (annualized averages). Residents that work in Florence are assigned 14 hours to residential development and 10 hours to nonresidential development. Residents that work outside Florence are assigned 14 hours to residential development. Based on 2016 data sources, the cost allocation for residential development is 72% while nonresidential development accounts for 28% of the demand for fire infrastructure.



	Dema	nd Units in 2	016		
Residential				Demand	Person
Population <sup>1</sup>	12,401	Ð		Hrs/Day	Hours
Residents Not Working		9,257		20	185,140
Employed Residents		3,144	Ð		
Employed in Florence			477	14	6,678
Employed Outside Flore	ence		2,667	14	37,338
			Residenti	al Subtotal	229,156
			Residentia	al Share =>	72%
onresidential					
Non-working Residents		9,257		4	37,028
Jobs Located in Florence	2	5,418	Ð		
Residents employed in	Florence		477	10	4,770
Non-resident Workers (	inflow com	muters)	4,941	10	49,410
		No	onresidenti	al Subtotal	91,208
		No	nresidentia	al Share =>	28%
				TOTAL	320,364

#### Figure F1: Fire Facilities Functional Population

Source: U.S. Census Bureau, OnTheMap Web Application, LEHD Origin-Destination Employment Statistics. 1. 2016 ACS Population estimate, less group quarters population.

# **RATIO OF SERVICE UNIT TO DEVELOPMENT UNIT**

ARS § 9-463.05(E)(4) requires:

"A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial/retail, industrial, and office/institutional."

Figure F2 displays the ratio of a service unit to various types of land uses for residential and nonresidential development. The residential development table displays the persons per household for single-family (or single unit) and multifamily units. The nonresidential development table displays the number of employees per thousand square feet for three different types of nonresidential development.



#### Figure F2: Fire Facilities Ratio of Service Unit to Development Unit

Residential Development					
Land Use	Persons per Household				
Single-Family	2.42				
Multifamily	1.80				

Source: TischlerBise Land Use Assumptions.

Nonresidential Development per KSF					
Land Use	Employees per KSF				
Commercial/Retail	2.34				
Office/Institutional	2.97				
Industrial/Flex	1.63				

Source: Institute of Transportation Engineers, 2017.

# ANALYSIS OF CAPACITY, USAGE, AND COSTS OF EXISTING SERVICES

### ARS § 9-463.05(E)(1) requires:

"A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable."

## ARS § 9-463.05(E)(2) requires:

"An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable."

## **Fire Facilities**

The Fire Facilities IIP contain a cost component for facilities. The incremental expansion method is used for the Fire Facilities IIP, and the Town of Florence will increase square footage as growth demands, most likely for the planned station near the Monarch Development. As shown in Figure F3, Fire Facilities currently total 24,300 square feet, with an estimated replacement cost of \$5,005,800.

The current level of service is based on the residential and nonresidential proportionate shares of demand detailed in Figure F1, the 2018 peak household population of 14,480 for residential development, and the 2018 job level of 7,626 for nonresidential development. The current residential LOS is 1.21 square feet per person (24,300 square feet x 72 percent residential share / 14,480 peak household population). The nonresidential level of service equals 0.89 square feet per job (24,300 square feet x 28 percent



nonresidential share / 7,626 jobs). Based on current level of service standards and the development projections detailed in Appendix A *Land Use Assumptions,* the cost per person is \$248.90 and the cost per job is \$183.80.

#### Figure F3: Fire Facilities Inventory

Station	Floor Area (Sq. Ft.)	Replacement Cost/SF*	Replacement Cost
Station 1: Central	12,500	\$206	\$2,575,000
Station 2: Anthem <sup>1</sup>	11,800 \$2		\$2,430,800
TOTAL	24,300	\$206	\$5,005,800

1. Less the 1,200 square foot police substation located inside the Fire Station.

# Level-of-Service (LOS) Standards

LOS: Square Feet per Job	0.89
LOS: Square Feet per Person	1.21
Nonresidential Share	28%
Residential Share	72%
Jobs in 2018	7,626
Peak HH Population in 2018	14,480

#### **Cost Analysis**

Cost per Square Foot*	\$206
Cost per Person	\$248.90
Cost per Job	\$183.80

\*Based on the cost of the Anthem Fire Station

## **Fire Apparatus**

Fire Facilities development fees will be used to expand Florence's inventory of fire apparatus as growth demands. Figure F4 lists the current apparatus inventory which totals 11 vehicles with a replacement value of \$5,515,000. This equates to a weighted average replacement cost per apparatus of \$501,364. As previously discussed, the fire and emergency medical services functional population is used to allocate service demand to residential and nonresidential development. The Town's existing LOS standard for residential development is 0.0005 apparatus per person (11 apparatus x 72 percent residential proportionate share / 14,480 peak population in households). The nonresidential LOS standard is 0.0004 apparatus per job (12 apparatus x 28 percent nonresidential proportionate share / 7,626 jobs). When the residential and nonresidential levels of service are compared to the weighted average replacement cost per vehicle (\$501,364), the resulting cost per demand units are \$251.37 per person and \$185.62 per job.



#### Figure F4: Fire Apparatus Inventory

Vehicle	Year	Make	Replacement Cost*
75' Lance Ladder Truck #122	1998	Pierce	\$1,700,000.00
Contender Pumper #126	2002	Pierce	\$750,000.00
F-150 Truck #140	2008	Ford	\$45,000.00
Super Duty F-550 #131	2006	Ford	\$65,000.00
F-150 Truck #133	2004	Ford	\$45,000.00
F-150 FWD #136	2012	Ford	\$45,000.00
Water Tender #135	1987	Ford	\$260,000.00
F-150 FWD #137	2012	Ford	\$45,000.00
Velocity Pumper Fire Engine #138	2012	Pierce	\$750,000.00
Ambulance #134	2008	Ford	\$110,000.00
Velocity 100 Ft. Platform Ladder	2014	Pierce	\$1,700,000.00
TOTAL	11	\$501,364	\$5,515,000

\*Source: Town of Florence.

## Level-of-Service (LOS) Standards

Peak HH Population in 2018	14,480
Jobs in 2018	7,626
Residential Share	72%
Nonresidential Share	28%
LOS: Vehicles per Person	0.0005
LOS: Vehicles per Job	0.0004

#### **Cost Analysis**

Average Cost per Vehicle	\$459,583
Cost per Person	\$251.37
Cost per Job	\$185.62

## **PROJECTED DEMAND FOR SERVICES AND COSTS**

ARS § 9-463.05(E)(5) requires:

"The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria."

As shown in Figure F5, the Land Use Assumptions projects an additional 4,455 persons and 3,719 jobs over the next ten years.

ARS § 9-463.05(E)(6) requires:

"The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years."



Using the previously discussed level of service standards, future development will demand approximately 8,674 additional square feet of fire station space. Based on the average cost per square foot of \$292, the growth-related expenditure on facilities is approximately \$2.52 million). Future development will demand 4 additional apparatus, at a cost of approximately \$1.8 million.

Type of Infrastructure	Level of Service		Demand Unit	Average Cost	
Facilities	Residential	1.21	Square Feet	per Person	\$292 per SF
Facilities	Nonresidential	0.89	Square reet	per Job	şzəz per sr
Vehicles	Residential	0.0005	Vehicles	per Person	\$450 E82 por Vahiela
verticles	Nonresidential	0.0004	venicles	per Job	\$459,583 per Vehicle

## Figure F5: Projected Demand for Fire Facilities Infrastructure

	Need for Fire Infrastructure					
	Year	Peak HH Population	Jobs	Facilities (SF)	Vehicles	
Base	2018	14,480	7,626	24,300	11	
Year 1	2019	14,926	7,902	25,085	11	
Year 2	2020	15,369	8,188	25,875	12	
Year 3	2021	15,812	8,484	26,675	12	
Year 4	2022	16,255	8,791	27,484	12	
Year 5	2023	16,698	9,172	28,359	13	
Year 6	2024	17,141	9,571	29,250	13	
Year 7	2025	17,584	9,987	30,156	14	
Year 8	2026	18,027	10,420	31,078	14	
Year 9	2027	18,470	10,873	32,017	14	
Year 10	2028	18,913	11,345	32,974	15	
Ten	-Yr Increase	4,433	3,719	8,674	4	
Growth-Related Expenditures =>			enditures =>	\$2,529,907	\$1,804,548	

Total Growth-Related Expenditures \$4,334,455

# **IIP** AND **DEVELOPMENT FEE REPORT**

The cost to prepare the Fire Facilities IIP and related Development Fee Report totals \$16,670. The Town of Florence plans to update its report every five years. Based on this cost, proportionate share, and five-year projections of new residential and nonresidential development from the *Land Use Assumptions*, the cost per person is \$5.84 and per job is \$2.36.

## Figure F6: IIP and Development Fee Report

Necessary Public Service	Cost	Assessed Against	Proportionate Share	Demand Unit*	2018	2023	Change	Cost per Demand Unit
Fire and Rescue	\$16.607	Residential	78%	Peak Population	14,480	16,698	2,218	\$5.84
File allu Rescue		Nonresidential	22%	Jobs	7,626	9,172	1,546	\$2.36



# FIRE FACILITIES DEVELOPMENT FEES

# **Revenue Offset**

It is likely that the Town of Florence will issue debt to construct future fire station construction. To ensure that new development does not "double pay" through the development fee and again through other revenue, an offset is included for principal payments on this future debt. An offset is not necessary for interest payments because interest costs are not included in the development fee calculation. However, since an incremental expansion method is used to determine the development fee, the exact year of the debt issuance is not known. For purposes of determining the principal payment offset, TischlerBise used the projected facility/apparatus needs and cost from Figure F5 (\$4.33 million) and assumed the debt is issues in year 1, with a 20-year term. As shown in Figure F7, the annual principal payments totaling \$4.33 million are divided by the projected increase in population and employment over a 20-year period to determine a per person and job offset. For example, in 2019 (Year 1), the annual principal payment (\$216,723) is multiplied by the residential proportionate share factor (72 percent) to determine a residential share of \$156,040, which is divided by projected peak household population in 2019 of 14,926 for a payment per person of \$10.45. A similar calculation is done for the nonresidential share. To account for the time value of money, annual payments per person and job are discounted using a net present value formula based on the projected interest rate of 4.5%. The total net present value of future principal payments per person is \$112.13 and \$75.38 per job. These amounts are subtracted from the gross capital cost per person and job to derive a net capital cost per person and job.



Year	Principal Payments	Residential Share (72%)	Projected Persons	Credit per Person	Nonresidential Share (28%)	Projected Demand	Credit per Job
1	\$216,723		14,926	\$10.45	\$60,682	7,902	\$7.68
2	\$216,723	\$156,040	15,369	\$10.15	\$60,682	8,188	\$7.41
3	\$216,723	\$156,040	15,812	\$9.87	\$60,682	8,484	\$7.15
4	\$216,723	\$156,040	16,255	\$9.60	\$60,682	8,791	\$6.90
5	\$216,723	\$156,040	16,698	\$9.34	\$60,682	9,172	\$6.62
6	\$216,723	\$156,040	17,141	\$9.10	\$60,682	9,571	\$6.34
7	\$216,723	\$156,040	17,584	\$8.87	\$60,682	9,987	\$6.08
8	\$216,723	\$156,040	18,027	\$8.66	\$60,682	10,420	\$5.82
9	\$216,723	\$156,040	18,470	\$8.45	\$60,682	10,873	\$5.58
10	\$216,723	\$156,040	18,913	\$8.25	\$60,682	11,345	\$5.35
11	\$216,723	\$156,040	19,312	\$8.08	\$60,682	11,744	\$5.17
12	\$216,723	\$156,040	19,711	\$7.92	\$60,682	12,143	\$5.00
13	\$216,723	\$156,040	20,110	\$7.76	\$60,682	12,542	\$4.84
14	\$216,723	\$156,040	20,509	\$7.61	\$60,682	12,941	\$4.69
15	\$216,723	\$156,040	20,908	\$7.46	\$60,682	13,340	\$4.55
16	\$216,723	\$156,040	21,307	\$7.32	\$60,682	13,739	\$4.42
17	\$216,723	\$156,040	21,706	\$7.19	\$60,682	14,138	\$4.29
18	\$216,723	\$156,040	22,105	\$7.06	\$60,682	14,537	\$4.17
19	\$216,723	\$156,040	22,504	\$6.93	\$60,682	14,936	\$4.06
20	\$216,723	\$156,040	22,903	\$6.81	\$60,682	15,335	\$3.96
Total	\$4,334,455	\$3,120,808	7,977		\$1,213,647		\$110.08

### Figure F7: Principal Payment Offset

Discount Rate	4.5%	4.5%
Net Present Value	\$112.13	\$75.38

\*Person and job projections from year 11-20 based on a straighline projection using the annual average from years 1-10

# **Proposed Fire Facilities Development Fees**

Infrastructure standards and cost factors for Fire Facility development fees are summarized in the upper portion of Figure F8. The conversion of infrastructure costs per service unit into a cost per development unit is also shown in the table below. The net cost per person is \$393.98. Fire Facilities development fees for residential development are based on the type of housing unit and persons per household factors. For example, the fee for a single-family unit is \$955 based on a cost factor of \$393.98 per person and an average of 2.42 persons per household (\$393.98 x 2.42).

Nonresidential development fees are stated per square foot of floor area. The fire fee of \$0.48 per square foot of industrial development is derived from a capital cost of \$296.39 per job multiplied by 1.63 jobs per 1,000 square feet divided by 1,000 square feet.



Figure F8: Schedule of Fire Facilities Development Fees

Fee Component	Cost per Person	Cost per Job
Fire Facilities	\$248.90	\$183.80
Fire Vehicles	\$251.37	\$185.62
Development Fee Study	\$5.84	\$2.36
Credit	(\$112.13)	(\$75.38)
TOTAL	\$393.98	\$296.39

### Residential (per unit)

Development Type	Persons per Household	Proposed Fees	Current Fee	Increase / Decrease
Single-Family	2.42	\$955	\$917	\$38
Multifamily	1.80	\$710	\$743	(\$33)

\*Figure A1.

### Nonresidential (per square foot)

Development Type	Jobs per 1,000 Sq. Ft.	Proposed Fees	Current Fee	Increase / Decrease
Commercial/Retail	2.34	\$0.69	\$0.66	\$0.03
Office/Institutional	2.97	\$0.88	\$0.61	\$0.27
Industrial/Flex	1.63	\$0.48	\$0.20	\$0.28

# **PROJECTED FIRE FACILITIES DEVELOPMENT FEE REVENUE**

Projected Facility Facilities development fee revenue shown in Figure F9 is based on the development projections in the *Land Use Assumptions* (see Appendix A) and the updated Fire Facilities development fees (see Figure F8). If development occurs at a faster rate than projected, the demand for infrastructure will increase along with development fee revenue. If development occurs at a slower rate than projected, the demand for Fire Facilities infrastructure will decrease and development fee revenue will decrease at a similar rate. Anticipated development fee revenue is approximately \$2.86 million over the next ten years.



# Figure F9: Projected Fire Facilities Development Fee Revenue

	Growth Cost	Total Cost
Fire Facilities	\$2,529,907	\$2,529,907
Fire Vehicles	\$1,804,548	\$1,804,548
Development Impact Fee Study	\$16,607	\$16,607
TOTAL	\$4,351,062	\$4,351,062

#### Fire Development Impact Fee Revenue

		Single-Family	Multifamily	Commercial / Retail	Office / Institutional	Industrial / Flex		
		\$955	\$710	\$0.69	\$0.88	\$0.48		
		per Housing Unit	per Housing Unit	per Sq. Ft.	per Sq. Ft.	per Sq. Ft.		
Year		Households	Households	KSF	KSF	KSF		
Base	2017	5,437	778	271	2,305	93		
Year 1	2018	5,607	802	281	2,388	97		
Year 2	2019	5,773	826	291	2,475	100		
Year 3	2020	5,940	850	301	2,564	104		
Year 4	2021	6,107	874	312	2,657	108		
Year 5	2022	6,273	897	326	2,773	112		
Year 6	2023	6,440	921	340	2,893	117		
Year 7	2024	6,606	945	355	3,019	122		
Year 8	2025	6,773	969	370	3,150	128		
Year 9	2026	6,939	993	386	3,287	133		
Year 10	2027	7,106	1,017	403	3,429	139		
	Ten-Yr Increase	1,669	239	132	1,124	46		
10-year projected revenue		\$1,593,578	\$169,397	\$91,646	\$988,737	\$21,972		

Projected Revenue => \$2,865,330



# STREET FACILITIES INFRASTRUCTURE IMPROVEMENTS PLAN

ARS § 9-463.05 (T)(7)(e) defines the facilities and assets which can be included in the Street Facilities IIP:

"Street facilities located in the service area, including arterial or collector streets or roads that have been designated on an officially adopted plan of the municipality, traffic signals and rightsof-way and improvements thereon."

The Street Facilities IIP includes components for arterial street improvements and the cost of preparing the Street Facilities IIP and related Development Fee Report.

#### **SERVICE AREA**

The Town of Florence arterial street network is designed to efficiently move traffic throughout the Town. However, the Town recently negotiated a development agreement with developers in the Merrill Ranch Community Facilities District. In recognition of the roadway infrastructure constructed by the developers, the Town and developers agreed to a reduction in the street development fee calculated as part of this study.

### **METHODOLOGY**

Street Facility development fees use a hybrid of the plan-based and incremental expansion methodologies and allocate capital costs to residential and nonresidential development based on vehicle miles of travel using average weekday vehicle trip ends and average trip lengths. This methodology allows Florence to maintain the current LOS standard as growth occurs. Street Facilities development fee revenue collected using this methodology may not be used to replace or rehabilitate existing improvements.

#### **Proportionate Share**

ARS § 9-463.05 (B)(3) states that the development fee shall not exceed a proportionate share of the cost of necessary public services needed to provide necessary public services to the development. Trip length, trip generation rates and trip adjustment factors are used to determine the proportionate impact of residential, commercial, office, and industrial land uses on the Town's streets network.

## **RATIO OF SERVICE UNITS TO LAND USE**

#### **Service Units**

The appropriate service unit for the Street Facilities development impact fees is vehicle miles of travel (VMT). VMT creates the link between supply (roadway capacity) and demand (traffic generated by new development). Components used to determine VMT include: trip generation rates, adjustments for commuting patterns and pass-by trips, and trip length weighting factors, are discussed further in this section.



Development	ITE	Weekday	Development	Trip	Trip Length
Туре	Code	VTE	Unit	Adj	Wt Factor
Single Family	210	6.20	HU	63%	121%
Multi-Family	220	4.30	HU	63%	121%
Commercial/Retail	820	37.75	KSF	33%	66%
Office/Institutional	710	9.74	KSF	50%	73%
Industrial/Flex	110	4.96	KSF	50%	73%

Figure S1: Street Facilities Ratio of Service Unit to Development Unit

# **Trip Generation Rates**

For nonresidential development the trip generation rates are from the 10<sup>th</sup> edition of the reference book *Trip Generation* published by the Institute of Transportation Engineers (2017). A vehicle trip end represents a vehicle either entering or exiting a development (as if a traffic counter were placed across a driveway). As an alternative to using the national average trip generation rate for residential development, the Institute of Transportation Engineers (ITE) publishes regression curve formulas that may be used to derive custom trip generation rates using local demographic data. This is explained in more detail in Appendix A: Land Use Assumptions.

# **Adjustments for Commuting Patterns and Pass-By Trips**

To calculate Street Facilities development fees, trip generation rates require an adjustment factor to avoid double counting each trip at both the origin and destination points. Therefore, the basic trip adjustment factor is 50%. As discussed further below, the development fee methodology includes additional adjustments to make the fees proportionate to the infrastructure demand for particular types of development.

Residential development has a larger trip adjustment factor of 63% to account for commuters leaving Florence for work. According to the 2009 National Household Travel Survey, weekday work trips are typically 31% of production trips (i.e., all out-bound trips, which are 50% of all trip ends). As shown in Figure S2, the Census Bureau's web application OnTheMap indicates that 85% of resident workers traveled outside the city for work in 2015. In combination, these factors (0.31 X 0.50 X 0.85 = .13) support the additional 13% allocation of trips to residential development.


#### Figure S2: Inflow/Outflow Analysis

Trip Adjustment Factors for Commuters <sup>1</sup>	
Employed Residents	3,144
Residents Working and Living in Florence	477
Residents Commuting Outside Florence for Work	2,667
Percent Commuting out of Florence	85%
Additional Production Trips <sup>2</sup>	13%
Residential Trip Adjustment Factor	63%

1. U.S. Census Bureau, OnTheMap Application and LEHD Origin-Destination Employment Statistics, 2015.

2. According to the National Household Travel Survey (2009), home-based work trips are typically 30.99% of "production" trips, in other words, out-bound trips (which are 50% of all trip ends). Also, LED OnTheMap data from 2015 indicate that 85% of Florence's workers travel outside the town for work. In combination, these factors (0.3099 x 0.50 x 0.848) account for 13% of additional production trips. The total adjustment factor for residential trips includes attraction trips (50% of trip ends) plus the journey-to-work commuting adjustment (13% of production trips) for a total of 63%.

http://nhts.ornl.gov/publications.shtml; Summary of Travel Trends - Table 30.

For commercial development, the trip adjustment factor is less than 50% because retail development and some services attract vehicles as they pass by on arterial and collector roads. For example, when someone stops at a convenience store on the way home from work, the convenience store is not the primary destination. For the average shopping center, the ITE data indicates that 34% of the vehicles that enter are passing by on their way to some other primary destination. The remaining 66% of attraction trips have the commercial site as their primary destination. Because attraction trips are half of all trips, the trip adjustment factor is 66% multiplied by 50%, or approximately 33% of the trip ends. These factors are shown to derive inbound vehicle trips for each type of nonresidential land use.

# Trip Length Weighting Factor by Type of Land Use

The Street Facilities development fee methodology includes a percentage adjustment, or weighting factor, to account for trip length variation by type of land use. As documented in Table 6 of the 2009 National Household Travel Survey, vehicle trips from residential development are approximately 121% of the average trip length. The residential trip length adjustment factor includes data on home-base work trips, social, and recreational purposes. Conversely, shopping trips associated with commercial development are roughly 66% of the average trip length while other nonresidential development typically accounts for trips that are 73% of the average for all trips.



# ANALYSIS OF CAPACITY, USAGE, AND COSTS OF EXISTING SERVICES

ARS § 9-463.05(E)(1) requires:

"A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable."

As shown in Figure S3, the Town of Florence operates principal arterials totaling 48.84 lane miles, minor arterials totaling 27.42 lane miles and principal collectors totaling 10.08 lane miles. The total lane miles operated by the Town is 86.34. Generally, the Town's transportation network operates at a level of service C.

#### Figure S3: Town of Florence Road Inventory

Classification	Lane Miles
Principal Arterial	48.84
Minor Arterial	27.42
Principal Collector	10.08
TOTAL	86.34

Source: Town of Florence.

Figure S4 contains a list of potential road projects the Town may construct over the next ten years. The total estimated cost of these projects was used to determine the weighted average cost per lane mile of \$1,105,582. The estimated costs per lane mile by classification are shown in Figure S4, based on planned projects in the Town of Florence.

Figure S4: Potential Street Facilities Development Fee Projects and Projected Cost per Lane Mile
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Improvement	Segment	New Lanes	Miles	Lane Miles	Func Class	Per lane mile	Project Cost
Florence Heights Drive	SR 79 to SR 79B	2	1	2	Minor Arterial	\$915,000	\$1,830,000
Adamsville Road	3/4 Mile Extension to Plant Road	2	3	6	Principal Arterial	\$1,013,000	\$6,078,000
Butte Avenue	Main to Plant	2	1	2	Major Collector	\$757,000	\$1,514,000
Plant Road	Butte to River	2	0.6	1.2	Minor Arterial	\$915,000	\$1,098,000
Diversion Dam Road	SR79 to Bowling	2	0.5	1	Minor Arterial	\$915,000	\$915,000
Main Street Extension	1st to 79th	2	1	2	Minor Arterial	\$915,000	\$1,830,000
River Road	N/S Corridor to Main	4	1.5	6	Principal Arterial	\$1,013,000	\$6,078,000
Hunt Highway	SR79 to Town Limits	2	4.25	8.5	Principal Arterial	\$1,013,000	\$8,610,500
Hunt Highway	Franklin to Hiller	2	1	2	Principal Arterial	\$1,013,000	\$2,026,000
Attaway Road	Palmer to Hunt	2	1	2	Principal Arterial	\$1,013,000	\$2,026,000
Felix Road	Copper Basin to AZ Farms	2	2	4	Principal Arterial	\$1,013,000	\$4,052,000
Arizona Farms Road	Copper Basin to Hersoth	2	4.5	9	Principal Arterial	\$1,013,000	\$9,117,000
Attaway Road	AZ Farms to Judd	2	2	4	Principal Arterial	\$1,013,000	\$4,052,000
N/S Corridor Alignment	287 to N. Town Limits	4	13	52	Az Parkway	\$1,215,600	\$63,211,200
				101.7		\$1,105,582	\$112,437,700

Source: Town of Florence.

Figure S5 documents major and minor arterials for which traffic counts exist. Lane capacities for each segment are also shown, which were provided by the Town of Florence. As Figure S5 illustrates, traffic



counts exist for 70 of the Town's 76.26 major/minor arterial network. For the roads with traffic counts, there is 338,356 miles of capacity but only 55,858 vehicle miles of travel. In the aggregate, VMT is the product of vehicle trips multiplied by the average trip length<sup>1</sup>. This means there is excess capacity totaling 83.5% in the network.

Road	From - To	Class	Miles	Lanes	Capacity	Vehicle Miles of Capacity	Avg. Daily Traffic Counts	Vehicle Miles of Travel	Lane Miles
Adamsville Road	Main Street - WTL	Minor A	2.64	2	9,000	23,760	351	927	5.28
Arizona Farms Road	ETL - Railroad tracks	Major A	4.72	2	9,000	42,480	1,695	8,002	9.44
Attaway Road	Arizona Farms - Judd Road	Major A	2.00	2	9,000	18,000	1,512	3,024	4.00
Ataway Road	Palmer Road - Hunt Highway	Major A	1.07	2	9,000	9,630	4,278	4,577	2.14
Butte Avenue	Main Street - Old FK Highway	Minor A	1.98	2	9,000	17,820	1,946	3,853	3.96
Constitution Way	American Way - MRP	Major A	0.34	2	9,000	3,060	1,028	350	0.68
Cooper Road*	Magma Raod - Judd Road	Major C	1.00	2	9,000	9,000	417	417	2.00
Felix Road	Heritage - Arizona Farms Road	Major A	1.00	2	9,000	9,000	1,117	1,117	2.00
Florence Heights Drive	Main Street - SR 79	Minor A	0.56	2	9,000	5,040	2,807	1,572	1.12
Florence - Kelvin Highway	SR 79 - TL	Major A	1.44	2	9,000	12,960	667	960	2.88
Hunt Highway	SR 79 - TL	Major A	5.90	2	9,000	53,100	2,246	13,251	11.8
Hunt Highway	TL - S end 6 lane	Major A	0.20	2	9,000	1,800	2,246	449	0.4
Hunt Highway	S end 6 lane - N end 6 lane	Major A	1.52	6	35,700	54,264	4,899	7,446	9.12
Hunt Highway	N end 6 lane - TL	Major A	1.42	2	9,000	12,780	2,179	3,094	2.84
Judd Road	Quail Run - CAP Canal	Minor A	1.54	2	9,000	13,860	2,764	4,257	3.08
Merrill Ranch Parkway	Hunt Highway - Felix Road	Minor A	2.06	4	22,700	46,762	1,175	2,421	8.24
Plant Road	Adamsville - Butte Avenue	Major A	0.56	2	9,000	5,040	251	141	1.12
						338,356		55,858	70.1

#### Figure S5: Existing Major Road Network Capacity

\*Traffic counts for this segment come from 2014 Pinal County traffic count data.

% of VMT to VMC: 16.5%

# Average Trip Length

Figure S6 shows the calibration of existing development to Florence's current major/minor arterial network. Knowing the current number of arterial (73.6) TischlerBise can determine that the weighted-average miles per trip on the current network is 17.03 miles.

The methodology for calculating the weighted-average miles per trip in Florence is as follows:

- With an existing inventory of 73.6 lane miles of major/minor arterials, and an average daily lane capacity standard of 9,000 vehicles per lane, the network can accommodate 667,088 vehicle miles of travel (i.e. 39,422 vehicles per day traveling the entire 73.6 lane miles).
- The difference between the 55,858 vehicle miles of travel shown above in Figure S5 and the 667,088 vehicle miles of travel shown in Figure S6 below are as follows. First, Figure S1 shows actual travel on the major/minor arterial network. Also, the travel is undercounted, as the data does not include all road segments. The 667,088 vehicle miles of travel shown in Figure S6 can be

<sup>&</sup>lt;sup>1</sup> Typical VMT calculations for development-specific traffic studies, along with most transportation models of an entire urban area, are derived from traffic counts on particular road segments multiplied by the length of that road segment. For the purpose of development fees, VMT calculations are based on attraction (inbound) trips to development located in the service area, with the trip lengths calibrated to the road network considered to be system improvements. This refinement eliminates pass-through or external- external trips, and travel on roads that are not system improvements (e.g. interstate highways).



viewed as *travel potential*, based on optimization of the network. In other words, the actual average trip length is much less than 17.03.

• The national average trip length for a single family unit was 9.16 in the 2009 National Household Travel Survey, published by the US Department of Transportation. Duncan Associates, in their *Town of Florence Land Use Assumptions, Infrastructure Improvements Plan and Impact Fee Study (2013),* prepared a similar analysis of the transportation network and determined an average trip length for 3.82 for a single family unit. Given what we know about the Town and its transportation network, we feel this is an accurate trip length factor for the development fee calculation, as will be documented in the next section.

Development	ITE	Weekday	Development	Trip	Trip Length
Туре	Code	VTE	Unit	Adj	Wt Factor
Single Family	210	6.20	HU	63%	121%
Multi-Family	220	4.30	HU	63%	121%
Commercial/Retail	820	37.75	KSF	33%	66%
Office/Institutional	710	9.74	KSF	50%	73%
Industrial/Flex	110	4.96	KSF	50%	73%
Avg Trip Length (miles)	17.03				
Vehicle Capacity Per Lane	9,000				

# Figure S6: Existing Major Road Network Capacity

	Base
	2018
Single Family Units	5,715
Multi-Family Units	817
Commercial/Retail KSF	271
Office/Institutional KSF	2,305
Industrial/flex KSF	93
Single Family Trips	22,372
Multi-Family Trips	2,220
Commercial/Retail Trips	3,372
Office/Institutional Trips	11,226
Industrial/Flex Trips	232
Total Vehicle Trips	39,422
Vehicle Miles of Travel (VMT)	687,088

# **PROJECTED SERVICE UNITS, DEMAND, AND COSTS FOR SERVICES**

ARS § 9-463.05(E)(2) requires:

"An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable."



TischlerBise created an aggregate travel model to convert development units within the Town of Florence to vehicle trips and vehicle miles of travel. This includes the factors discussed above, as well as average trip length, which is shown in Figure S7.

# **Travel Demand Model**

ARS § 9-463.05(E)(5) requires:

"The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria."

The daily lane capacity used in this analysis is 9,000, which was provided by the Town of Florence. Projected development in Florence over the next 10 years, and the corresponding need for additional lane miles is shown in Figure S7. Trip generation rates and trip adjustment factors convert project development into average weekday vehicle trips. As shown in Figure S7, new development in Florence will generate 14,762 trips.

ARS § 9-463.05(E)(6) requires:

"The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years."

The travel demand model inputs above are used to derive level of service in Vehicle Miles of Travel and future needs of lane miles. A Vehicle Mile of Travel (VMT) is a measurement unit equal to one vehicle traveling one mile. As discussed above in Figure S6, the weighted average trip that could occur on the arterial network is 17.03 miles. As shown in Figure S7, based on the existing network and available capacity, the Town of Florence would need to construct an additional 27.1 lane miles of arterials to accommodate projected development over the next ten years (shown in blue). However, as discussed above, excess capacity exists in the network. As shown in Figure S5, there is excess capacity totaling 83.5% on arterial segments that have traffic counts. It was also determined that the average trip length calculated for Florence by Duncan Associates in 2013 is an accurate reflection of current conditions.

As shown in Figure S7, when the average trip length of 3.82 is applied to existing travel demand in 2018, there is excess capacity of 77.6% (154,121 vehicle miles of travel compared to 687,088 vehicle miles of capacity). Between our travel demand model and the analysis of Town arterials that have traffic counts, it is clear there is significant travel capacity available in the road network. However, that does not negate the need for additional road improvements. Rather, this analysis is to determine the appropriate level of road needs. As shown in the orange shading, when the model is recalibrated to the actual average trip length, the growth-related lane miles needed as a result of new development is reduced from 27.1 to 6.1.



#### Figure S7: Projected Travel Demand Model

Development	ITE	Weekday	Development	Trip	Trip Length
Туре	Code	VTE	Unit	Adj	Wt Factor
Single Family*	210	6.20	HU	63%	121%
Multi-Family*	220	4.30	HU	63%	121%
Industrial / Flex	110	4.96	KSF	50%	73%
Commercial / Retail	820	37.75	KSF	33%	66%
Office / Institutional	710	9.74	KSF	50%	73%

\*Custom residential trip ends calculated for Florence. See Figure A11.

Avg Trip Length (miles)	
Excess Capacity Reduction	77.6%
Avg Trip Length (miles)	3.82
Vehicle Capacity Per Lane	9,000

		Base	1	2	3	4	5	10	10-Year
		2018	2019	2020	2021	2022	2023	2028	Increase
nt	Single Family Units	5,715	5,890	6,064	6,239	6,414	6 <i>,</i> 589	7,464	1,750
Development	Multi-Family Units	817	842	868	893	918	943	1,068	250
do	Industrial / Flex KSF	93	97	100	104	108	112	139	46
eve	Commercial / Retail KSF	271	281	291	301	312	326	403	132
ă	Office / Institutional KSF	2,305	2,388	2,475	2,564	2,657	2,773	3,429	1,124
٩	Single Family Trips	22,372	23,057	23,742	24,427	25,112	25,797	29,222	6,850
Vehicle	Multi-Family Trips	2,220	2,288	2,355	2,423	2,491	2,559	2,899	680
	Residential Trips	24,592	25,345	26,098	26,850	27,603	28,356	32,121	7,530
ekday Trips	Industrial / Flex Trips	232	240	249	258	267	279	345	113
Tri eko	Commercial / Retail Trips	3,372	3,494	3,621	3,752	3,887	4,056	5,017	1,645
Ř	Office / Institutional Trips	11,226	11,632	12,052	12,488	12,940	13,502	16,701	5,475
Avg Weekday Trips	Nonresidential Trips	14,830	15,366	15,922	16,498	17,095	17,837	22,063	7,233
-	Total Vehicle Trips	39,422	40,711	42,020	43,349	44,698	46,194	54,184	14,762
VMC	Vehicle Miles of Capacity (VMC)	687,088	709,126	731,400	753,919	776,691	801,236	930,200	243,112
	Annual Increase		22,038	22,274	22,519	22,772	24,546	26,685	
VMT	Vehicle Miles of Travel (VMT)	154,121	159,064	164,060	169,112	174,220	179,725	208,653	54,532
>	Annual Increase		4,943	4,996	5,051	5,108	5,506	5,986	
σ	Arterial Lane Miles Needed	76.3	78.8	81.3	83.8	86.3	89.0	103.4	27.1
Jan	Based on Capacity	100%							
Demand	Arterial Lane Miles Needed	17.1	17.7	18.2	18.8	19.4	20.0	23.2	6.1
	Based on Travel Demand	22.4%							

ARS § 9-463.05(E)(3) requires:

"A description of all or the parts of the necessary public services or facility expansions and their costs necessitated by and attributable to development in the service area based on the approved land use assumptions, including a forecast of the costs of infrastructure, improvements, real property, financing, engineering and architectural services, which shall be prepared by qualified professionals licensed in this state, as applicable."

Multiplying the increase in number of lane miles (6.1) by the cost per lane mile (\$1,105,582) results in a 10-year cost of approximately \$6.74 million attributed to arterial lane miles and \$3.028 million attributed to collector lane miles.



# IIP AND DEVELOPMENT FEE REPORT

The cost to prepare the Street Facilities IIP and related Development Fee Report totals \$16,607. The Town of Florence plans to update its report every five years. Based on this cost, proportionate share, and five-year projections of new residential and nonresidential development from the *Land Use Assumptions*, the cost per VMT is \$0.65.

#### Figure S8: IIP and Development Fee Report

Necessary Public Service	Cost	Assessed Against	Proportionate Share	Demand Unit*	2018	2023	Change	Cost per Demand Unit
Roads	\$16,607	Residential Nonresidential		VMT	154,121	179,725	25,605	\$0.65

# **STREET FACILITIES DEVELOPMENT FEES**

# **Revenue Offset**

A revenue offset is not necessary for the Street Facilities development fees because 10-year growth costs exceed the amount of revenue that is projected to be generated by development fees according to the Land Use Assumptions.

# **Proposed Street Facilities Development Fees**

The proposed Street Facilities development fees are shown in Figure S9. Infrastructure and cost factors for Street fees are summarized in the upper portion of Figure S9. Nonresidential development fees are stated per square foot of floor area. Attraction trips by type of development are multiplied by the capacity cost per average length vehicle trip to yield the Street Facilities development fees. To derive the commercial development fee of \$3.90 per square foot of floor area, multiply the following factors from Figure S10:

```
37.75 weekday vehicle trip ends per 1,000 square feet

x

33 percent adjustment factor for inbound trips

x

3.82 average miles per trip

x

66 percent trip length adjustment factor for commercial development

x

$124.32 total cost per VMT

÷

1,000 square feet

=

$3.90 per square foot
```



Given a cost factor of \$1,105,582 per lane mile, which is shared by a projected VMT increase of 54,532, the capital cost is \$123.67 per VMT. The Professional Services cost per VMT is \$0.65, for a total cost \$124.32 per VMT.

The input variables discussed above yield the proposed Street Facilities development fees shown in the lower section of Figure S9. For example, the Street Facilities development fee for a single-family unit (6.20 x 63% x 121% x 3.82 x (\$124.32) is \$2,250 per unit.

Average Miles per Trip =>	3.82
Cost per Additional Lane Mile =>	\$1,105,582
Planned Lane Miles Needed to Maintain LOS =>	6.10
Ten-Year Growth Cost Funded by Fees	\$6,744,051
VMT Increase Over Ten Years	54,532
Capital Cost per VMT#	\$124.32

### FigureS9: Proposed Street Facilities Development Fees

#### Residential (per unit)

Development Type	Avg Wkdy Veh Trip Ends*	Trip Rate Adjustment	Trip Length Adjustment	Proposed Fees		Increase / Decrease
Single-Family Unit	6.20	63%	121%	\$2,250	\$2 <i>,</i> 086	\$164
Multi-Family Unit	4.30	63%	121%	\$1,560	\$1,313	\$247

#### Nonresidential (per square foot)

Development Type	Avg Wkdy Veh Trip Ends**	Trip Rate Adjustment	Trip Length Adjustment	Proposed Fees	Current Fee	Increase / Decrease
Commercial/Retail	37.75	33%	66%	\$3.90	\$3.14	\$0.76
Office/Institutional	9.74	50%	73%	\$1.68	\$1.73	(\$0.05)
Industrial/Flex	4.96	50%	73%	\$0.85	\$1.02	(\$0.17)

#Includes cost per VMT of \$0.65 for the development fee study

\*Current nonresidential fees adjusted from per 1,000 square feet to per square foot.

# **PROJECTED STREETS DEVELOPMENT FEE REVENUE**

Projected Street Facilities development fee revenue shown in Figure S10 is based on the development projections in the *Land Use Assumptions* (see Appendix A) and the updated Street Facilities development fees (see Figure S9). If development occurs at a faster rate than projected, the demand for infrastructure will increase along with development fee revenue. If development occurs at a slower rate than projected, the demand for infrastructure will decrease and development fee revenue will decrease at a similar rate. Anticipated Street Facilities development fee revenue is approximately \$6.7 million over the next ten years, while expenditures are also estimated at \$6.7 million.



# Figure S10: Projected Street Facilities Development Fee Revenue

	Growth Cost	Total Cost
Arterial Improvements	\$6,744,051	\$6,744,051
Development Impact Fee Study	\$16,607.00	\$16,607
TOTAL	\$6,760,658	\$6,760,658

#### Streets Impact Fee Revenue

			Single- Family	Multi- Family	Commercial / Retail	Office / Institutional	Industrial / Flex
			\$2,250	\$1,560	\$3.90	\$1.68	\$0.85
			per Housing	per Housing	per Sq. Ft.	per Sq. Ft.	per Sq. Ft.
			Unit	Unit		per sq. rt.	
	Ŷ	'ear	Units	Units	KSF	KSF	KSF
	Base	2017	5,715	817	271	2,305	93
	Year 1	2018	5,890	842	281	2,388	97
	Year 2	2019	6,064	868	291	2,475	100
	Year 3	2020	6,239	893	301	2,564	104
	Year 4	2021	6,414	918	312	2,657	108
	Year 5	2022	6,589	943	326	2,773	112
	Year 6	2023	6,764	968	340	2,893	117
	Year 7	2024	6,939	993	355	3,019	122
	Year 8	2025	7,114	1,018	370	3,150	128
	Year 9	2026	7,289	1,043	386	3,287	133
	Year 10	2027	7,464	1,068	403	3,429	139
	Те	n-Yr Increase	1,750	250	132	1,124	46
10-year projected revenue		\$3,936,207	\$390,517	\$514,918	\$1,888,649	\$38,752	
					Drojecto	d Dovonuo ->	\$6 760 042

Projected Revenue => \_\_\_\$6,769,043



# WATER FACILITIES INFRASTRUCTURE IMPROVEMENTS PLAN

ARS § 9-463.05 (T)(7)(a) defines the facilities and assets which can be included in the Water Facilities IIP:

"Water facilities, including the supply, transportation, treatment, purification and distribution of water, and any appurtenances for those facilities"

The Water Facilities IIP includes components for transmission, storage, supply, and the cost of professional services for preparing the Water Facilities IIP and related Development Fee Report.

### Service Area

The Town's Water Service Area is depicted in pink in Figure W1 below. The Town's water system currently serves the downtown and surrounding "Old Florence" area, as well as the Florence Gardens area located north of the Gila River. The remainder of the Town is served by Johnson Utilities, Southwest Environmental and the Arizona Water Company. It is recommended that there should be four water service areas: Town Water Service Area, Johnson Utilities Service Area, Southwest Environmental and the Arizona Water Company Service Area.

#### Figure W1: Town of Florence Water Utility Providers Service Areas



## **Proportionate Share**

ARS § 9-463.05 (B)(3) states that the development fee shall not exceed a proportionate share of the cost of necessary public services needed to provide necessary public services to the development.

The Water Facilities IIP and development fees are assessed on both residential and nonresidential development as both types of development create a burden for additional water facilities. Customers by land use are used to determine the proportionate share of this burden. In 2017, approximately 92% of water customers in Florence were residents, accounting for 28% of the average daily demand. Approximately 8% were nonresidential customers, accounting for 72% of the average daily demand.

### ANALYSIS OF CAPACITY AND USAGE OF EXISTING PUBLIC SERVICES

### ARS § 9-463.05(E)(1) requires:

"A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable."

### ARS § 9-463.05(E)(2) requires:

"An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable."

### **Existing Capacity and Usage**

The Town's water system consists of five wells, these wells provide 9.36 million gallons per day of supply. The Town currently has 3.2 million gallons of storage capacity.

# **Average Day Flows**

The level of service for Water Facilities is based on average day flows per demand unit per day – per person for residential development and per job for nonresidential development. Figure W2 shows 2017 average day flows by type of development based on water consumption provided by the Town. Average day consumption in Florence totaled approximately 1.59 MGD in 2017. The average gallons per day per residential connection is 122. The Town's peaking factor is 2.0, resulting in 243 peak gallons per residential connection.



#### Figure W2: Water Facilities Level of Service

	Average Gallons		Gallons Per Day	Peak Gallons
	Per Day	Connections	Per Connection	Per Connection#
2017				
Residential	449,130	3,696	122	243
Nonresidential	1,149,460	342	3,361	6,722
TOTAL	1,598,590	4,038		
Nonresidential Cor	nections per Job:**	0.04		
Gallons per Day pe	r Person:*	50		
Gallons per Day pe	r Job:	151		

\* Gallons per capita per day based on single family 2.42 persons per household from US Census 2015 American Community Survey \*\*Based on employment estimate of 7,626 #Based on Town's peaking factor of 2.0

# **RATIO OF SERVICE UNIT TO DEVELOPMENT UNIT**

#### ARS § 9-463.05(E)(4) requires:

"A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial, and industrial."

Residential Water Facilities development fees are assessed on a per unit basis, based on average day gallons per person. Development fees assume a single-family unit is served by a 5/8" (0.625) meter.

For nonresidential Water Facilities development fees, capacity ratios by meter size are the appropriate demand indicator for Water Facilities. Capacity ratios equate 5/8" (0.625) meters to the average day gallons per single-family residential unit. Utilizing average day gallons is the most efficient way to show a direct relationship between development units, usage, and system capacity. The nonresidential Water development fees are calculated by multiplying the number of gallons per single-family unit by the capacity ratio for the corresponding size and type of water meter, which are provided by the American Water Works Association (2012) and shown in Figure W3 below.



Meter Size (inches)	Meter Type	Capacity Ratio
0.625	Displacement	1.00
0.75	Displacement	1.50
1.00	Displacement	2.50
1.50	Displacement	5.00
2.00	Displacement	8.00
3.00	Compound	16.00
3.00	Turbine	17.50
4.00	Compound	25.00
4.00	Turbine	31.50
6.00	Turbine	65.00
8.00	Turbine	140.00
10.00	Turbine	210.00
12.00	Turbine	265.00

Figure W3: Water Facilities Ratio of Service Unit to Development Unit Ratio of Service

Source: AWWA

### **PROJECTED DEMAND AND COSTS FOR SERVICES**

ARS § 9-463.05(E)(5) requires:

"The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria."

### **Projected Water Flows**

When the projected residential and nonresidential in the Town's utility service area from the Land Use Assumptions are compared to gallons per day per person and job, average day demand is projected to increase by 0.62 million gallons per day, while peak demand is projected to increase by 1.24 million gallons per day. The total number of projected connections is 884.



		Projected	Projected	Total		
Re		Residential	Nonres.	Projected	Million Gallons	Million Gallons
Ye	ar	Connections	Connections	Connections	Per Avg Day	Per Peak Day
Base	2018	3,696	342	4,038	1.60	3.20
Future1	2019	3,769	354	4,124	1.65	3.29
Future2	2020	3,841	367	4,208	1.70	3.39
Future3	2021	3,912	380	4,293	1.75	3.49
Future4	2022	3,984	394	4,378	1.80	3.60
Future5	2023	4,055	411	4,467	1.86	3.72
Future6	2024	4,127	429	4,556	1.93	3.86
Future7	2025	4,198	448	4,646	2.00	3.99
Future8	2026	4,270	467	4,737	2.07	4.14
Future9	2027	4,341	488	4,829	2.14	4.28
Future10	2028	4,413	509	4,922	2.22	4.44
		717	167	884	0.62	1.24
Nonresident	ial Connect	ions per Job:	0.04			
Gallons per Day per Job:		:	151			

#### Figure W4: Projected Water Facilities Service Units

# Water Transmission Facilities

Gallons per Day per Person:

Florence has three water transmission projects planned over the next ten years to serve future development. To calculate the cost per service unit (gallons), the costs of planned improvements (\$1,475,000) are allocated to the projected increase in peak demand over the next ten years (1,241,411 gallons). This is results in a cost of \$1.19 per gallon (\$1,475,000 / 1,241,411 gallons).

50

#### Figure W5: Water Transmission Facilities

Description	FY18-19	FY19-20	FY20-21	FY21-22	FY22-23	Years 6-10	Total Project
Centennial Park Road 8"		\$80,000	\$145,000				\$225,000
Loop		380,000	\$145,000				\$225,000
Adamsville Rd water line (12						\$250,000	\$250,000
inch)						\$250,000	\$250,000
Water line infrastructure to							
serve North Florence (16			\$1,000,000				\$1,000,000
inch)							
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$1,475,000
		-	Ten-Year Incre	ase in Gallons	of Peak Demar	nd per Day =>	1,241,411
				Co	ost per Gallon c	of Demand =>	\$1.19

# **Water Storage Facilities**

The Town of Florence plans to construct the North Florence Storage Tank to serve future development. This project will add 1.0 million gallons of storage capacity to the water system, at a cost of \$1.25 million.



To calculate the cost per service unit (gallons), the costs of planned improvements are allocated to the additional storage capacity added. For the planned storage tank, this results in a cost of \$1.25 per gallon (\$1,250,000 / 1,000,000 gallons).

#### Figure W6: Water Storage Facilities

Description	FY18-19	FY19-20	FY20-21	FY21-22	FY22-23	Years 6-10	Total Project
North Florence Storage Tank			\$1,250,000				\$1,250,000
Total	\$0	\$0	\$1,250,000	\$0	\$0	\$0	\$1,250,000
					allons of Capaci ost per Gallon c	<i>,</i> , <i>,</i>	, ,

# **Water Supply Facilities**

The Town of Florence also plans to construct future wells to serve new development. These wells add 1.44 million gallons of supply to the water system, at a cost of \$2.75 million. To calculate the cost per service unit (gallons), the costs of planned improvements are allocated to the additional supply added. This results in a cost of \$1.91 per gallon (\$2,750,000 / 1,440,000 gallons).

### Figure W7: Water Supply Facilities

Description	FY18-19	FY19-20	FY20-21	FY21-22	FY22-23	Years 6-10	Total Project
Future Wells (1000 gallons a minute)			\$1,250,000			\$1,500,000	\$2,750,000
Total	\$0	\$0	\$1,250,000	\$0	\$0	\$1,500,000	\$2,750,000
					allons of Capaci ost per Gallon o		

# **IIP and Development Fee Study**

The cost to prepare the Water Facilities IIP and related Development Fee Study totals \$16,607. The Town of Florence plans to update its report every five years. Based on this cost, proportionate share, and five-year projections of new residential and nonresidential peak water consumption, the cost is \$0.03 per gallon.

#### Figure W8: IIP and Development Fee Study

Necessary Public Service	Cost	Assessed Against	Proportionate Share	Demand Unit*	2018	2023	Change	Cost per Demand Unit
Water	\$16,607		100%	MGD				
	÷ 10)007	Meters			3,197,180	3,720,322	523,142	\$0.03

# WATER FACILITIES DEVELOPMENT FEES

### **Revenue Offset**

A revenue offset is not necessary for the Water Facilities development fees.



# **Proposed Water Facilities Development Fees**

Infrastructure components and cost factors for Water Facilities are summarized in the upper portion of Figure W9. The Water Facilities development fee is derived from the peak gallons per day per residential connection of 243 gallons multiplied by the capital cost per gallon of capacity (\$4.38). The capital cost per gallon of capacity includes growth-related expansion of water facilities and the cost of professional services to prepare the Water Facilities IIP and Development Fee Report. Future development needing a 5/8" meter will pay a Water Facilities development fee of \$1,065 (243 gallons X \$4.38 capital cost per gallon of capacity X 1.0 capacity ratio), and future development needing a 1.0" meter will pay a Water Facilities development fee of \$2,662 (243 gallons X \$4.38 capital cost per gallon of capacity X 2.5 capacity ratio).

#### Figure W9: Proposed Water Facilities Development Fees

	Cost per
	Gallon of
Input Variables	Capacity
Transmission Projects	\$1.19
Storage Projects	\$1.25
Supply Projects	\$1.91
Development Fee Study	\$0.03
Capital Cost per Gallon of Capacity =>	\$4.38
Peak Day Gallons of Demand per ERU =>	243

#### All Development (per meter)

Meter Size (inches)	Meter Type	Capacity Ratio	Proposed Water Fee	Current Fee	\$ Change
0.625	Displacement	1.00	\$1,065	\$1,980	(\$915)
0.75	Displacement	1.50	\$1,597	\$4,950	(\$3,353)
1.00	Displacement	2.50	\$2,662	\$4,950	(\$2,288)
1.50	Displacement	5.00	\$5,324	\$9,900	(\$4,576)
2.00	Displacement	8.00	\$8,519	\$15,840	(\$7,321)
3.00	Compound	16.00	\$17,038	\$31,680	(\$14,642)
3.00	Turbine	17.50	\$18,636	\$34,650	(\$16,014)
4.00	Compound	25.00	\$26,623	\$49,500	(\$22,877)
4.00	Turbine	31.50	\$33,544	\$59,400	(\$25,856)
6.00	Turbine	65.00	\$69,219	\$123,750	(\$54,531)
8.00	Turbine	140.00	\$149,088	\$178,200	(\$29,112)
10.00	Turbine	210.00	\$223,633	\$287,100	(\$63,467)
12.00	Turbine	265.00	\$282,203	\$425,700	(\$143,497)

# **PROJECTED WATER FACILITIES DEVELOPMENT FEE REVENUE**

Over the next ten years, the Town of Florence has identified a need for approximately \$5.4 million in growth-related Water Facilities improvements, including \$1.4 million in additional transmission projects,



\$1.2 million in storage capacity, and \$2.7 million for supply. As shown at the bottom of Figure W10, projected Water Facilities development fee revenue totals almost \$4.6 million over ten years. It is probable that this revenue projection is low, as multifamily units are not individually metered and predicting how many future multifamily units will share a common meter is difficult to predict. The same situation exists with converting employment projections to number of new residential meters. Therefore, the current number of meters per jobs was used as a proxy.

#### Figure W10: Projected Water Facilities Development Fee Revenue

	Total Cost
Transmission	\$1,475,000
Storage	\$1,250,000
Supply	\$2,750,000
Development Impact Fee Study	\$16,607
TOTAL	\$5,491,607

### Water Development Impact Fee Revenue

		Residential	Nonresidential
		\$1,597	\$17,037
		per Unit	per Connection
	Year	Connections	Connections
Base	2017	3,106	267
Year 1	2018	3,179	277
Year 2	2019	3,251	287
Year 3	2020	3,322	297
Year 4	2021	3,394	308
Year 5	2022	3,465	321
Year 6	2023	3,537	335
Year 7	2024	3,608	350
Year 8	2025	3,680	365
Year 9	2026	3,751	381
Year 10	2027	3,823	397
	Ten-Yr Increase	717	130
10-year p	rojected revenue	\$2,391,636	\$2,218,505
		Projected Revenue	\$4,610,142



# WASTEWATER FACILITIES INFRASTRUCTURE IMPROVEMENTS PLAN

ARS § 9-463.05 (T)(7)(b) defines the facilities and assets which can be included in the Wastewater Facilities IIP:

"Wastewater facilities, including collection, interception, transportation, treatment and disposal of wastewater, and any appurtenances for those facilities."

The Wastewater Facilities IIP includes components for wastewater collection and wastewater treatment, and the cost of professional services for preparing the Wastewater Facilities IIP and related Development Fee Report.

### **Service Area**

The Town's Wastewater Service Area is depicted in pink in Figure WW1 below. The Town's wastewater system currently serves the downtown and surrounding "Old Florence" area, as well as the Florence Gardens area located north of the Gila River. The remainder of the Town is served by Johnson Utilities and the Arizona Water Company. Similar to the Water Facilities IIP, it is recommended that there should be three wastewater service areas: Town Water Service Area, Johnson Utilities Service Area and Southwest Environmental Utility Company.







# **Proportionate Share**

ARS § 9-463.05 (B)(3) states that the development fee shall not exceed a proportionate share of the cost of necessary public services needed to provide necessary public services to the development.

The Wastewater Facilities IIP and related development fees are assessed on both residential and nonresidential development as both types of development create a burden for additional water facilities. Customers by land use are used to determine the proportionate share of this burden. In 2017, approximately 92% of wastewater customers in Florence were residents, accounting for 16% of the average daily demand. Approximately 8% were nonresidential customers, accounting for 84% of the average daily demand. Wastewater flows are greater than water consumption as a result of the Arizona State Prison being a Town wastewater customer, but not a water customer.

### ANALYSIS OF CAPACITY AND USAGE OF EXISTING PUBLIC SERVICES

ARS § 9-463.05(E)(1) requires:

"A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable."

ARS § 9-463.05(E)(2) requires:

"An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable."

### **Existing Capacity and Usage**

The Town's wastewater system currently has treatment capacity totaling 2.92 million gallons per day.

### **Average Day Flows**

The level of service for Wastewater Facilities is based on average day flows per demand unit per day – per person for residential development and per job for nonresidential development. Figure WW2 shows 2017 average day flows by type of development based on wastewater flow provided by the Town. Average day flows in Florence totaled approximately 1.75 MGD in 2017. The average gallons per day per residential connection is 93. The Town's peaking factor is assumed to be 75 percent of the peak water consumption, resulting in a factor of 182 peak gallons per residential connection.



#### Figure WW2: Wastewater Facilities Level of Service

	Per Day	Connections	Per Connection	Per Connection#
2017				
Residential	288,612	3,106	93	182
Nonresidential	1,466,710	267	5,493	
TOTAL	1,755,322	3,373		
Nonresidential Connection	0.04			
Gallons per Day per Perso	38			
Gallons per Day per Job:	192			

\* Gallons per capita per day based on single family 2.42 persons per household from US Census 2015 American Community Survey \*\*Based on employment estimate of 7,626 #Peak demand is assumed to be 75% of water peak demand

# **RATIO OF SERVICE UNIT TO DEVELOPMENT UNIT**

ARS § 9-463.05(E)(4) requires:

"A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial, and industrial."

Residential Wastewater Facilities development fees are assessed on a per unit basis, based on average day gallons per person. Wastewater Facilities development fees assume a single-family unit is served by a 5/8" (0.625) meter.

For nonresidential Wastewater Facilities development fees, capacity ratios by meter size are the appropriate demand indicator for wastewater facilities. Capacity ratios equate 5/8" (0.625) meters to the average day gallons per single-family residential unit. Utilizing average day gallons is the most efficient way to show a direct relationship between development units, usage, and system capacity. The nonresidential Wastewater Facilities development fees are calculated by multiplying the number of gallons per single-family unit by the capacity ratio for the corresponding size and type of meter, which are provided by the American Water Works Association (2012) and shown in Figure WW3 below.



Meter Size (inches)	Meter Type	Capacity Ratio
0.625	Displacement	1.00
0.75	Displacement	1.50
1.00	Displacement	2.50
1.50	Displacement	5.00
2.00	Displacement	8.00
3.00	Compound	16.00
3.00	Turbine	17.50
4.00	Compound	25.00
4.00	Turbine	31.50
6.00	Turbine	65.00
8.00	Turbine	140.00
10.00	Turbine	210.00
12.00	Turbine	265.00

Figure WW3: Wastewater Facilities Ratio of Service Unit to Development Unit

Source: AWWA

### **PROJECTED DEMAND AND COSTS FOR SERVICES**

ARS § 9-463.05(E)(5) requires:

"The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria."

### **Projected Wastewater Flows**

When the projected residential and nonresidential in the Town's utility service area from the Land Use Assumptions are compared to gallons per day per person and job, average day demand is projected to increase by 760,000 gallons per day, while peak demand is projected to increase by 930,000 gallons per day. The total number of projected connections is 847.



		Projected	Projected	Total		
		Residential	Nonres.	Projected	Million Gallons	Million Gallons
	Year	Connections	Connections	Connections	Per Avg Day	Per Peak Day
Base	2018	3,106	267	3,373	1.76	2.40
Future1	2019	3,179	277	3,456	1.81	2.47
Future2	2020	3,251	287	3,538	1.87	2.54
Future3	2021	3,322	297	3,619	1.93	2.62
Future4	2022	3,394	308	3,702	2.00	2.70
Future5	2023	3,465	321	3,786	2.08	2.79
Future6	2024	3,537	335	3,872	2.16	2.89
Future7	2025	3,608	350	3,958	2.24	2.99
Future8	2026	3,680	365	4,045	2.33	3.10
Future9	2027	3,751	381	4,132	2.42	3.21
Future10	2028	3,823	397	4,220	2.52	3.33
		717	130	847	0.76	0.93
Nonreside	ntial Connections pe	er Job:	0.04			
Gallons pe	er Day per Job:		192			
Gallons pe	er Day per Person:		38			

#### Figure WW4: Wastewater Facilities Projected Service Units

# **Wastewater Collection Facilities**

Florence has three collection system projects planned over the next ten years. These improvements have an estimated cost of \$1.97 million.

To calculate the cost per service unit (gallons), the costs of planned improvements are allocated to the projected increase in wastewater flows over the next ten years. For the planned wastewater collection projects, this results in a cost of \$2.12 per gallon (\$1,970,000 / 931,058 gallons).

Description	Prior Years	FY18-19	FY19-20	FY20-21	FY21-22	FY22-23	Years 6-10	Total Project
West Main extension Adamsville to Dobson Property (36 inch)							\$600,000	\$600,000
South Sewer Main Extensions 287/SR79 (12 inch)							\$1,000,000	\$1,000,000
Lift Station at Hunt Highway & SR79				\$40,000	\$330,000			\$370,000
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,970,000
Ten-Year Increase in Gallons of Peak Demand per Day =>					931,058			
Cost per Gallon of Demand =>						\$2.12		

#### Figure WW5: Wastewater Collection Facilities

### **Wastewater Treatment Facilities**

Florence plans to construct several projects associated with expanding the South Wastewater Treatment Plant. These projects have an estimated cost of \$24.1 million and will increase the plant's capacity by 1.5 million gallons per day.



To calculate the cost per service unit (gallons), the costs of planned improvements are allocated to the additional capacity provided by the improvements. For these planned wastewater treatment facilities, this results in a cost of \$16.09 per gallon (\$24,130,000 / 1,500,000 gallons).

						· · ·	llong of Conoci		1 500 000
	Total	\$150,000	\$2,000,000	\$1,830,000	\$5,000,000	\$15,150,000	\$0	\$0	\$24,130,000
dust abatement				<i>\$330,000</i>					<i>2000,000</i>
S. WWTP odor contro	1/			\$300,000					\$300,000
, ,,,	. /								
system upgrade				\$30,000	\$3,000,000				\$3,030,000
SWWTP disinfection				****					
Headworks		<i><b>JI30,000</b></i>	<i>\$2,000,000</i>	Ş1,300,000					<i>\$3,030,000</i>
South WWTP Expansion	on	\$150,000	\$2,000,000	\$1,500,000					\$3,650,000
Expansion									
Florence S WWTP					\$2,000,000	\$15,150,000			\$17,150,000
•		Thoi rears	1110-15	1115-20	1120-21	1121-22	1122-25	10013 0-10	Toturroject
Description		Prior Years	FY18-19	FY19-20	FY20-21	FY21-22	FY22-23	Years 6-10	Total Project

#### Figure WW6: Wastewater Treatment Facilities

Gallons of Capacity per Day => 1,500,000

Cost per Gallon of Capacity => \$16.09

# **IIP and Development Fee Study**

The cost to prepare the Wastewater Facilities IIP and related Development Fee Report totals \$16,607. The Town of Florence plans to update its report every five years. Based on this cost, proportionate share, and five-year projections of new residential and nonresidential peak wastewater flows, the cost is \$0.04 per gallon.

### Figure WW7: IIP and Development Fee Study

Necessary Public Service	Cost	Assessed Against	Proportionate Share	Demand Unit*	2018	2023	Change	Cost per Demand Unit
Wastewater	\$16,607		100%	MGD			-	
wastewater	\$10,007	Meters	10076	WIGD	2,397,885	2,792,713	394,828	\$0.04

# WASTEWATER FACILITIES DEVELOPMENT FEES

# **Revenue Offset**

The Town of Florence plans on issuing debt for the planned expansion to the South Wastewater Treatment Plant. To ensure that new development does not "double pay" through the Wastewater Facilities development fee and again through future utility rate payments, an offset is included for principal payments on this future debt. An offset is not necessary for interest payments because interest costs are not included in the development fee calculation. Assuming the debt is issued in 2019, Figure WW8 shows a 20-year amortization schedule of the debt principal. The annual principal payments totaling \$24.1 million are divided by the projected increase in peak wastewater flows in each year to determine a per gallon offset. For example, in 2019, the annual principal payment (\$1,206,500) is divided by projected peak wastewater flow of 2,469,470 gallons for a payment per gallon of \$0.49. To account for the time value of money, annual payments per gallon are discounted using a net present value formula based on the projected interest rate of 4.5%. The total net present value of future principal payments per gallon is \$5.04. This amount is subtracted from the gross capital cost per gallon to derive a net capital cost per



gallon. It should be noted that for purposes of this offset evaluation, we projected peak wastewater flow for years 11-20 by using the average annual increase from the projection shown in Figure WW4.

Vogr	Principal	Projected	Credit per
Year	Payments	Demand	Peak Gallon
2019	\$1,206,500	2,469,470	\$0.49
2020	\$1,206,500	2,543,078	\$0.47
2021	\$1,206,500	2,619,023	\$0.46
2022	\$1,206,500	2,697,390	\$0.45
2023	\$1,206,500	2,792,713	\$0.43
2024	\$1,206,500	2,891,786	\$0.42
2025	\$1,206,500	2,994,772	\$0.40
2026	\$1,206,500	3,101,841	\$0.39
2027	\$1,206,500	3,213,169	\$0.38
2028	\$1,206,500	3,328,943	\$0.36
2029	\$1,206,500	3,414,478	\$0.35
2030	\$1,206,500	3,500,013	\$0.34
2031	\$1,206,500	3,585,548	\$0.34
2032	\$1,206,500	3,671,083	\$0.33
2033	\$1,206,500	3,756,618	\$0.32
2034	\$1,206,500	3,842,153	\$0.31
2035	\$1,206,500	3,927,688	\$0.31
2036	\$1,206,500	4,013,223	\$0.30
2037	\$1,206,500	4,098,758	\$0.29
2038	\$1,206,500	4,184,293	\$0.29
Total	\$24,130,000		\$7.44

# Figure WW8: Principal Payment Offset

Discount Rate	4.5%
Net Present Value	\$5.04

\*Demand projections from year 11-20 based on a straighline projection using the annual average from years 1-10

# **Proposed Wastewater Facilities Development Fees**

Infrastructure components and cost factors for Wastewater Facilities are summarized in the upper portion of Figure WW9. The development fee is derived from peak day wastewater demand per single-family unit (182 gallons per ERU) multiplied by the capital cost per gallon of capacity (\$13.17). The capital cost per gallon of capacity includes growth-related expansion of Wastewater Facilities and the cost of professional services to prepare the Wastewater IIP and related Development Fee Report. Future development needing a 5/8" (0.625) meter will pay a Wastewater Facilities fee of \$2,400 (182 gallons X \$13.17 capital cost per gallon of capacity X 1.0 capacity ratio), and future development needing a 1.0" meter will pay a



Wastewater Facilities development fee of \$6,001 (182 gallons X \$13.17 capital cost per gallon of capacity X 2.50 capacity ratio).

Figure WW9: Proposed Wastewater Facilities Development Fees

		Cost per
		Gallon of
Input Variables		Capacity
	Transmission Projects	\$2.12
	Treatment Projects	\$16.09
	Principal Payment Credit per Gallon =>	(\$5.04)
	Capital Cost per Gallon of Capacity =>	\$13.17
	Peak Day Gallons of Demand per ERU =>	182

All Development (per meter)

			Proposed	Current	\$ Change
Meter Size (inches)	Meter Type	Capacity Ratio	Wastewater	Fee	
			Fee		
0.625	Displacement	1.00	\$2,400	\$2,140	\$260
0.75	Displacement	1.50	\$3,600	\$2,782	\$818
1.00	Displacement	2.50	\$6,001	\$7,062	(\$1,061)
1.50	Displacement	5.00	\$12,002	\$14,338	(\$2,336)
2.00	Displacement	8.00	\$19,202	\$22 <i>,</i> 898	(\$3,696)
3.00	Compound	16.00	\$38,405	\$45 <i>,</i> 852	(\$7,447)
3.00	Turbine	17.50	\$42,005	\$49 <i>,</i> 862	(\$7,857)
4.00	Compound	25.00	\$60,008	\$71,262	(\$11,254)
4.00	Turbine	31.50	\$75,610	\$85 <i>,</i> 600	(\$9,990)
6.00	Compound	50.00	\$120,015	\$142,738	(\$22,723)
6.00	Turbine	65.00	\$156,020	\$178,262	(\$22,242)
8.00	Turbine	140.00	\$336,043	\$256,800	\$79,243
10.00	Turbine	210.00	\$504,065	\$413,662	\$90,403
12.00	Turbine	265.00	\$636,082	\$613,538	\$22,544

# **PROJECTED WASTEWATER FACILITIES DEVELOPMENT FEE REVENUE**

Over the next ten years, the Town of Florence has identified a need for approximately \$26.1 million in growth-related wastewater improvements, including \$1.9 million in collection projects and \$24.1 million in treatment capacity. As shown at the bottom of Figure WW10, projected Wastewater Facilities development fee revenue totals approximately \$10.1 million over ten years. After construction of the wastewater treatment plant, the Town should switch the fee methodology to a cost recovery approach so that the remaining costs not recovered over the next ten years can be recouped. As was the case with the projection of water development fee revenue, it is probable that this revenue projection is low, as multifamily units are not individually metered and predicting how many future multifamily units will share a common meter is difficult to predict. The same situation exists with converting employment projections to number of new residential meters. Therefore, the current number of meters per jobs was used as a proxy.



# Figure WW10: Projected Wastewater Facilities Development Fee Revenue

	Total Cost
Collection	\$1,970,000
Treatment	\$24,130,000
Development Impact Fee Study	\$16,607
TOTAL	\$26,116,607

# Wastewater Development Impact Fee Revenue

		Residential	Nonresidential
		\$3,600	\$60,008
		per Unit	per Connection
	Year	Connections	Connections
Base	2017	3,106	267
Year 1	2018	3,179	277
Year 2	2019	3,251	287
Year 3	2020	3,322	297
Year 4	2021	3,394	308
Year 5	2022	3,465	321
Year 6	2023	3,537	335
Year 7	2024	3,608	350
Year 8	2025	3,680	365
Year 9	2026	3,751	381
Year 10	2027	3,823	397
	Ten-Yr Increase	717	130
10-year p	rojected revenue	\$2,347,503	\$7,814,022
		Projected Revenue	\$10,161,525



# **APPENDIX A: LAND USE ASSUMPTIONS**

Arizona Revised Statutes (ARS) § 9-463.05 (T)(7) requires the preparation of a Land Use Assumptions document, which shows:

"projections of changes in land uses, densities, intensities and population for a specified service area over a period of at least ten years and pursuant to the General Plan of the municipality."

TischlerBise prepared current demographic *estimates* and future development *projections* for both residential and nonresidential development that will be used in the Infrastructure Improvements Plan (IIP) and calculation of the development fees. Current demographic data estimates for 2017 are used in calculating levels of service (LOS) provided to existing development in the Town of Florence referred to as "Florence" or "Town of Florence" throughout this document. Although long-range projections are necessary for planning infrastructure systems, a shorter time frame of five to ten years is critical for the development fee analysis.

Arizona's Development Fee Act requires fees to be updated at least every five years and limits the IIP to a maximum of ten years. Therefore, the use of a very long-range "build-out" analysis is no longer acceptable for deriving development fees in Arizona municipalities.

# **SUMMARY OF GROWTH INDICATORS**

Population, housing units, and employment projections are key land use assumptions for the development fee study. Population is estimated by analyzing data from the 2010 Census, Arizona Department of Administration (ADOA), and the Town of Florence. 2018 represents the base year in the development impact fee study. TischlerBise used Town-provided building permit data in conjunction with U.S. Census Bureau and Maricopa Association of Governments (MAG) data to derive population and housing projections through 2028. An estimate of seasonal population in Florence is required as well due to the seasonality of large developments like Florence Gardens. Housing units are estimated by adding building permits, separated by type of unit, to the 2010 Census estimate of housing units. The annual average number of building permits during this period is used to project future housing growth. Base year employment and corresponding industry shares in Florence are provided by ESRI, which publishes employment data by jurisdiction. Industry share ratios from ESRI Business Summary for Florence are used to allocate employment to three categories (Commercial/Retail, Office/Institutional, Industrial/Flex). MAG publishes employment projections for jurisdictions based on Residential Analysis Zones (RAZs). The average annual growth rates from this data are applied to ESRI's estimate of base year employment to project future employment. This represents an adjustment of the MAG data with the updated 2017 employment count. Figure A12 provides a comprehensive summary of the development projections used in the development impact fee study. These figures will be used to anticipate growth related infrastructure needs and determine development fee revenues. Development fee methodologies are designed to reduce sensitivity to development projections in the determination of the proportionate-share fee amounts. If actual development is slower than projected, fee revenue will decline, but so will the need for growth-



related infrastructure. In contrast, if development is faster than anticipated, Florence will receive an increase in fee revenue, but will also need to accelerate infrastructure improvements to keep pace with the actual rate of development.

# **Residential Development**

Current estimates and future projections of residential development are detailed in this section; including year-round population, peak population, and housing units by type.

# **Persons Per Housing Unit and Persons Per Household**

According to the U.S. Census Bureau, a household is a housing unit that is occupied by year-round residents. To determine proportionate-share fee amounts, development fees often use per capita standards. Thus, persons per housing unit (PPHU) or persons per household (PPH) can be used to derive proportionate share fee amounts. When PPH is used, the methodology assumes a higher percentage of housing units will be occupied, requiring seasonal or peak population to be used when deriving infrastructure standards. TischlerBise recommends that development impact fees for residential development in Florence be derived according to persons per household standards, which considers the impact of seasonal population peaks.

Figure A1 shows the Persons per Housing Unit and Persons per Household estimates for Florence, using 2016 American Community Survey 5-Year data; the most recent data available that provides counts of housing units and households by type. These estimates are calculated by housing unit type; single-family and multifamily. Single-family units include detached and attached (townhouse) single units and mobile homes. The multifamily category includes duplexes and structures with two or more units.

Units in Structure	Persons	Households	Persons per Household	Housing Units	Persons per Housing Unit	Housing Mix	Vacancy Rate
Single-Family Units <sup>1</sup>	11,192	4,618	2.42	6,683	1.67	87%	30.9%
Multifamily	1,538	854	1.80	956	1.61	13%	10.7%
Subtotal	12,730	5,472	2.33	7,639	1.67	100%	28.4%
Group Quarters	13,491						
Total	26,221						

#### Figure A1: Persons per Household

Source: U.S. Census Bureau, 2016 American Community Survey, 5-year estimates Tables B25033, B25032, B25024, B26001 1. Includes detached and attached units (i.e. townhouses) and mobile homes

Single-family units average 2.42 persons per household and multifamily units average 1.80 persons per household. Florence's persons per household factor for 2016 is 2.33.

# **Recent Residential Construction**

Current levels of service for residential development are determined by using estimates of population and housing units. To determine the base year estimate of housing units, TischlerBise adds the number of



units from the 2010 Census (April 1, 2010), the most recent Decennial Census, to residential building permits provided by Town staff. Figure A2 shows annual residential building permits by type of unit. 1,199 housing units were permitted between 2011 and 2017 (this does not include the 109 units constructed from April 1, 2010 to December 31, 2010). Approximately 96% of new permitted units were Single-Family, with the remaining units falling in the Mobile or Manufactured Home category. The average annual number of residential permits issued was 171 units.

### Figure A2: Residential Permits

								Units	Avg	% of
	2011	2012	2013	2014	2015	2016	2017	Added	Annual	Permits
Single-Family	112	138	182	144	176	183	215	1,150	164	96%
Multi-Family	0	0	0	0	0	0	0	0	0	0%
Mobile Homes	12	6	6	6	8	5	6	49	7	4%
Totals	124	144	188	150	184	188	221	1,199	171	100%

Source: Town of Florence.

TischlerBise combines the building permit data in Figure A2 with the U.S. Census Bureau's 2010 estimate of housing units to derive the current estimate of housing units. Figure A3 shows that housing units in at the end of calendar year 2017 (or as of January 1, 2018) are estimated at 6,532 units, which represents an average annual growth of almost 3%.

#### Figure A3: Housing Unit Estimates on January 1, 2018

	2010	2011	2012	2013	2014	2015	2016	2017	Avg. Annual Growth
Housing Units	5 <i>,</i> 333	5,457	5,601	5,789	5,939	6,123	6,311	6,532	1,199
% Change		2.33%	2.64%	3.36%	2.59%	3.10%	3.07%	3.50%	2.94%
Units Added		124	144	188	150	184	188	221	171

TischlerBise calculation using 2010 Census and Town of Florence building permit data.

# **Housing Unit Projections**

Housing unit projections are based on the January 1, 2018 housing unit estimate of 6,532, building permit data, and discussions with Town staff. The average annual number of units permitted between 2011 and 2017 was 171. Based on this value, discussions with Town staff, and upcoming development projects, it is reasonable to assume an increase of 200 housing units per year for the next ten years. While no multifamily units were permitted between 2010 and the end of 2017, the anticipated Innovation Pavilion development is expected to bring "millennial style" housing. Thus, the housing unit projections include new multi-family units, in addition to single-family and manufactured homes. New housing units are allocated by using the housing mix derived in Figure A1.



	2018	2019	2020	2021	2022	2023	2028	Units
	Base Year	1	2	3	4	5	10	Added
Housing Units	6,532	6,732	6,932	7,132	7,332	7,532	8,532	2,000
Single-Family	5,879	6,054	6,229	6,404	6,579	6,754	7,629	1,750
All Other Housing Types	653	678	703	728	753	778	903	250

#### Figure A4: Housing Unit Projections – 2018-2028

Average number of units added annually between 2010 and 2017 is 165 based on permit data provided by Town staff.

Projections assume that 200 units will be added annually.

Housing units are allocated by type according to the housing mix published by the 2016 ACS

# **Population Estimates**

An estimate of current population is used in development fee studies to determine levels of service and proportionate-share fee amounts. TischlerBise calculates both year-round and peak population and households for the Town of Florence due to the large percentage of seasonal housing units in some developments. TischlerBise derives year-round population in households by applying the persons per housing unit factor (without group quarters) derived in Figure A1 to the base year estimate of housing units derived in Figure A3. This results in a year-round household population of 10,897 persons. Adding the 2017 group quarters estimate (16,400) from the Town of Florence to the year-round household population results in a total year-round population of 27,297 persons. To determine year-round households for the base year, the 2016 ACS year-round occupancy rate of 71.6% (100% - 28.4% vacancy) is applied to the estimate of December 31, 2017 housing units. This yields a base year estimate of 4,677 year-round households (6,532 x 71.6%), as shown in Figure A5. The year-round population and household estimates shown in Figure A5 are used to determine peak population and households, which takes into account the large percentage of seasonal or recreational housing units.

#### Figure A5: 2018 Year-Round Population and Households

	2010*	2017	Difference
Housing Units	5,224	6,532	1,308
Occupied Units	3,330	4,677	1,347
Vacant Units#	1,894	1,855	-39
Seasonal	1,238	1,538	300
Household Population##	7,836	10,897	3,061
Prison**		16,400	
		27,297	

\*2010 US Census \*\*Provided by Town of Florence #2017 vacant units estimate is based on 2016 ACS rate of 28.4% ##2010 household population is from the US Census. 2017 estimate is based on 2.33 pph factor from 2016 ACS data



To calculate peak population, the year-round household estimate of 4,677 is used as the base. Seasonal households (defined by the U.S. Census Bureau as housing units for seasonal, occasional, or recreational use) are added to year-round households to determine peak households. Seasonal housing units were estimated by adding the Town's estimate of seasonal units to the 2010 US Census estimate of seasonal units. Seasonal units are estimated at 1,538. Combining the estimates of year-round and seasonal households, results in a peak household estimate of 6,215 units (4,677 + 1,538 = 6,215) for the Town of Florence. To estimate peak population, the peak household estimate of 6,215 is multiplied by the overall persons per household ratio of 2.33, resulting in 14,480 persons. Adding this value to the group quarters population results in a 2018 peak population of 30,880 persons, as shown in Figure A6.

#### Figure A6: 2018 Peak Population and Households

Year-Round Households	4,677
Housing Units for seasonal, recreational, or occasional use <sup>2</sup>	1,538
Peak Households	6,215
Persons per Household <sup>2</sup>	2.33
Peak Population in Households	14,480
Group Quarters Population	16,400
Peak Population <sup>2</sup>	30,880

2. TischlerBise calculation based on seasonal units from 2010 plus the Town's estimate of seasonal units added since 2010.



## **Townwide Population Projections**

Based on the 2018 housing unit estimate, and year-round and peak populations derived in Figures A5 and A6, TischlerBise developed peak population and household projections for the ten-year period from 2018-2028. These projections result in a ten-year increase of 4,433 persons (3,331 year-round residents and 1,101 seasonal residents) as shown in Figure A7.

	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	10-Year
	Base Year	1	2	3	4	5	6	7	8	9	10	Increase
Population												
Year-Round in HH	10,897	11,230	11,563	11,897	12,230	12,563	12,896	13,229	13,562	13,895	14,229	3,331
Seasonal	3,583	3,696	3,806	3,916	4,025	4,135	4,245	4,355	4,465	4,574	4,684	1,101
Peak in HH	14,480	14,926	15,369	15,812	16,255	16,698	17,141	17,584	18,027	18,470	18,913	
Total Peak	30,880	31,326	31,769	32,212	32,655	33,098	33,541	33,984	34,427	34,870	35,313	4,433
Housing Units	6,532	6,732	6,932	7,132	7,332	7,532	7,732	7,932	8,132	8,332	8,532	2,000
Single-Family	5,715	5,890	6,064	6,239	6,414	6,589	6,764	6,939	7,114	7,289	7,464	1,750
Multifamily	817	842	868	893	918	943	968	993	1,018	1,043	1,068	250
Peak Households	6,215	6,409	6,599	6,790	6,980	7,170	7,361	7,551	7,742	7,932	8,122	1,908
Single-Family	5,437	5,607	5,773	5,940	6,107	6,273	6,440	6,606	6,773	6,939	7,106	1,669
Multifamily	778	802	826	850	874	897	921	945	969	993	1,017	239

#### Figure A7: Townwide Housing Unit and Population Projections

TischlerBise compared population projections derived based on the PPH factors in Figure 1 to Maricopa Association of Governments (MAG) projections. MAG projects a ten-year increase of 6,800 persons, while TischlerBise projections based on the previously discussed development indicators suggest an increase of 5,439 persons. MAG projections do not take seasonal or transient population into consideration, therefore while TischlerBise projects a smaller increase in population over the ten-year period, the estimate of total population in 2028, 35,313, is only slightly higher than that of MAG's projection of 34,600, due to a higher base-year estimate of total peak population.



### **Population Projections for Town of Florence Utility Service Area**

The Town of Florence has several water and sewer providers, necessitating the need for TischlerBise to project the amount of residential development within the Town of Florence utility service area. To determine the amount of development that is likely to occur in the Town utility service area, TischlerBise evaluated building permit data over the last five years, which indicates that approximately 99 percent of the single family units will be constructed outside of the Town of Florence utility service area. Figure A8 shows projected development inside and outside the Town of Florence utility service areas.

	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	10-Year
	Base Year	1	2020	3	2022	5	6	7	8	9	10	Increase
Donulation	buse reur	1	2	5	7	5	0		0	9	10	mereuse
Population	10.007	44.000	44 5 6 9	44.007	40.000	40 500	40.000	40.000	40 500	40.005		0.004
Year-Round in HH	10,897	11,230	11,563	11,897	12,230	12,563	12,896	13,229	13,562	13,895	14,229	3,331
Seasonal	3,583	3,696	3,806	3,916	4,025	4,135	4,245	4,355	4,465	4,574	4,684	1,101
Peak in HH	14,480	14,926	15,369	15,812	16,255	16,698	17,141	17,584	18,027	18,470	18,913	4,433
Total Peak	30,880	31,326	31,769	32,212	32,655	33,098	33,541	33 <i>,</i> 984	34,427	34,870	35,313	4,433
Housing Units	6,532	6,732	6,932	7,132	7,332	7,532	7,732	7,932	8,132	8,332	8,532	2,000
Single-Family	5,715	5,890	6,064	6,239	6,414	6,589	6,764	6,939	7,114	7,289	7,464	1,750
Non-Florence Utility Area Share	5,651	5,824	5,997	6,170	6,343	6,516	6,689	6,862	7,035	7,208	7,381	1,730
All Other Areas	64	66	68	70	72	73	75	77	79	81	83	20
Multi-Family	817	842	868	893	918	943	968	993	1,018	1,043	1,068	250
Peak Households	6,215	6,409	6,599	6,790	6,980	7,170	7,361	7,551	7,742	7,932	8,122	1,908
Single-Family	5,437	5,607	5,773	5,940	6,107	6,273	6,440	6,606	6,773	6,939	7,106	1,669
Multi-Family	778	802	826	850	874	897	921	945	969	993	1,017	239
Popualtion in Group Quarters	16,400	16,400	16,400	16,400	16,400	16,400	16,400	16,400	16,400	16,400	16,400	
Population-Other Utility Service Areas	10,567	10,891	11,214	11,538	11,861	12,185	12,508	12,832	13,155	13,479	13,802	3,235
Population-Florence Utility Areas	3,913	4,036	4,155	4,275	4,394	4,513	4,633	4,752	4,872	4,991	5,110	1,197
· · · ·	30,880	31,326	31,769	32,212	32,655	33,098	33,541	33,984	34,427	34,870	35,313	
					•							1

#### Figure A8: Housing Unit and Population Projections for Utility Service Areas



#### **NONRESIDENTIAL DEVELOPMENT**

In addition to data on the residential market, calculating development fees requires data on the nonresidential market, including number of jobs and nonresidential square footage in the Town of Florence. TischlerBise uses the term "jobs" to refer to employment by place of work. Current estimates and future projections of nonresidential development are detailed in this section.

Job estimates can be used to estimate nonresidential square footage based on data published by The Institute of Transportation Engineers, which provides measures of average square feet per employee. The land uses highlighted in Figure A9 are the prototypes used to estimate nonresidential square footage in the Town of Florence. Light Industrial (ITE110) is a good approximation for Industrial/Flex square footage. General Office (ITE710) is used for Office/Institutional square footage, and Shopping Center (ITE820) is used for Commercial/Retail square footage.

ITE Code	Land Use	Demand	Wkdy Trip Ends	Wkdy Trip Ends	Emp Per	Sq Ft
TTE COUC	Land Osc	Unit	Per Dmd Unit*	Per Employee*	Dmd Unit	Per Emp
110	Light Industrial	1,000 Sq Ft	4.96	3.05	1.63	615
130	Industrial Park	1,000 Sq Ft	3.37	2.91	1.16	864
140	Manufacturing	1,000 Sq Ft	3.93	2.47	1.59	628
150	Warehousing	1,000 Sq Ft	1.74	5.05	0.34	2,902
254	Assisted Living	bed	2.60	4.24	0.61	na
310	Hotel	bed	8.36	14.34	0.58	na
320	Motel	room	3.35	25.17	0.13	na
520	Elementary School	1,000 Sq Ft	19.52	21.00	0.93	1,076
530	High School	1,000 Sq Ft	14.07	22.25	0.63	1,581
540	Community College	student	1.15	14.61	0.08	na
550	University/College	student	1.56	8.89	0.18	na
565	Day Care	student	4.09	21.38	0.19	na
610	Hospital	1,000 Sq Ft	10.72	3.79	2.83	354
620	Nursing Home	1,000 Sq Ft	6.64	2.91	2.28	438
710	General Office (avg size)	1,000 Sq Ft	9.74	3.28	2.97	337
760	Research & Dev Center	1,000 Sq Ft	11.26	3.29	3.42	292
770	Business Park	1,000 Sq Ft	12.44	4.04	3.08	325
820	Shopping Center (avg size)	1,000 Sq Ft	37.75	16.11	2.34	427

#### Figure A9: Nonresidential Service Units per Development Unit

\* <u>Trip Generation</u>, Institute of Transportation Engineers, 10th Edition (2017).



# **Current Estimate of Employment and Nonresidential Square Footage**

To derive current nonresidential floor area, TischlerBise uses ESRI employment estimates, available by industry sector. Jobs are organized by three industry types: Commercial/Retail, Office/Institutional, and Industrial/Flex. These estimates state that there are 7,626 total jobs in Florence in 2017. Each sector's jobs total is multiplied by the ITE average square footage per employee factors shown in Figure A8. This results in a base year estimate of approximately 0.270 million square feet of Commercial/Retail development (634 jobs x 427 square feet per job), 2.305 million square feet of Office/Institutional development (6,840 jobs x 337 square feet per job), and approximately 93,000 square feet of Industrial/Flex development (152 jobs x 615 square feet per job). Estimated floor area totals 2.669 million square feet.

#### Figure A10: Estimated Employment and Distribution by Industry Type

Туре	2017 Jobs <sup>1</sup>	Share of Total Jobs	SF per Employee <sup>2</sup>	2016 Estimated Floor Area	Jobs per 1000 SF
Commercial/Retail <sup>3</sup>	634	8.3%	427	270,718	2.34
Office/Institutional <sup>4</sup>	6,840	89.7%	337	2,305,080	2.97
Industrial/Flex <sup>5</sup>	152	2.0%	615	93,480	1.63
TOTAL	7,626	100.0%		2,669,278	

1. Florence Business Summary 2017, Esri Total Residential Forecasts.

2. <u>Trip Generation</u>, Institute of Transportation Engineers, 2017.

3. Major sector is Eating & Drinking Places.

4. Major sector is Government.

5. Major sector is Construction.



## **Employment and Nonresidential Floor Area Projections**

The employment and nonresidential square footage estimates detailed above in Figure A10 represent the base year estimates used to derive projections for future employment and nonresidential floor area. Past trends in employment and the nonresidential market are also taken into consideration.

AZMAG publishes employment projections for Maricopa Area jurisdictions by Residential Analysis Zones (RAZ). The growth rates from these projections are applied to the 2018 base year employment data to project employment, and nonresidential development, over the next ten years. The AZMAG average annual employment growth rate between 2015 and 2020 is 3.62%. The average annual employment growth rate between 2030 is 4.3%. The projected increase in employment can then be used to project growth in nonresidential square footage using the square feet per employee factors shown in Figures A8 and A9. These estimates are shown in Figure A11 below. Over the next ten years, Florence expects to add approximately 3,719 jobs. Therefore, approximately 1.3 million square feet of nonresidential development should be added during the same time period. These estimates represent an average increase of approximately 130,000 square feet per year.

Figure A11: Employment and	Nonresidential Floor Area Projections
----------------------------	---------------------------------------

	2018	2019	2020	2021	2022	2023	2028	10-Year
	Base Yr	1	2	3	4	5	10	Increase
EMPLOYMENT BY TYPE								
Commercial/Retail	634	657	681	705	731	763	943	309
Office/Institutional	6,840	7,087	7,344	7,609	7,885	8,227	10,176	3,336
Industrial/Flex	152	157	163	169	175	183	226	74
Total Employment	7,626	7,902	8,188	8,484	8,791	9,172	11,345	3,719
NONRES. FLOOR AREA (X 1,000	SF)							
Commercial/Retail	271	281	291	301	312	326	403	132
Office/Institutional	2,305	2,388	2,475	2,564	2,657	2,773	3,429	1,124
Industrial/Flex	93	97	100	104	108	112	139	46
Total Nonres. Floor Area	2,669	2,766	2,866	2,970	3,077	3,211	3,971	1,302

	2018-19	2019-20	2020-21	2021-22	2022-23	2027-28	10-Year
	1	2	3	4	5	10	Average
ANNUAL INCREASE							
Employment	276	286	296	307	382	472	372
Commercial/Retail KSF	10	10	11	11	14	17	13
Office/Institutional KSF	83	86	90	93	115	143	112
Industrial/Flex KSF	3	4	4	4	5	6	5
Total Nonres. Floor Area KSF	97	100	104	107	134	165	130

# **AVERAGE DAILY VEHICLE TRIPS**

Average daily vehicle Trips are used as a measure of demand by land use. Vehicle trips are estimated using average weekday vehicle trip ends from the reference book, *Trip Generation*, 10<sup>th</sup> Edition, published by the Institute of Transportation Engineers (ITE) in 2017. A vehicle trip end represents a vehicle either entering or exiting a development (as if a traffic counter were placed across a driveway). Adjustment
factors must be used when calculating vehicle trips in order to avoid double counting each trip, both at the origin and the destination.

#### **Residential Vehicle Trips**

As an alternative to using the national average trip generation rate for residential development, the Institute of Transportation Engineers (ITE) publishes regression curve formulas that may be used to derive custom trip generation rates using local demographic data. Key independent variables needed for the analysis (i.e. vehicles available, housing units, households, and persons) are available from American Community Survey data. Shown below in Figure A12, custom trip generation rates for Florence differ significantly from the national averages. Single-family residential development is estimated to generate 6.20 average weekday vehicle trip ends per dwelling unit; 34% fewer than the national average of 9.44 (ITE 210). The multifamily housing category is estimated to generate 4.30 average weekday vehicle trip ends per dwelling average of 5.44 (ITE 221).

		Household	Vehicles per Household by			
	Vehicles	Single-Family	Single-Family All Other			
	Available	Units*	Housing Types	Total HHs	Tenure	
Owner-occupied	6,123	3,762	224	3,986	1.54	
Renter-occupied	1,915	844	642	1,486	1.29	
TOTAL	8,038	4,606	866	5,472	1.47	
Housing l	Jnits (6) =>	6,671	968	7,639		
Persons per Housi	ng Unit =>	1.68	1.60	1.67		

#### Figure A12: Average Weekday Vehicle Trip Ends by Housing Type

	Persons in	Trip Ends <sup>4</sup>	Vehicles by Type of	Trip Ends <sup>5</sup> Averag		Trip Ends per Housing Unit	
	Household <sup>3</sup>	TTIP Ends	Housing	TTIP ETIUS	Trip Ends	Florence	ITE
Single-Family Units	11,180	37,401	6,867	45,264	41,332	6.20	9.44
Multifamily	1,550	3,468	1,171	4,909	4,189	4.30	5.44
TOTAL	12,730	40,869	8,038	50,173	45,521	6.00	

\* Includes Single Family Detached, Attached, and Manufactured Homes

(1) Vehicles available by tenure from Table B25046, 2012-2016 American Community Survey 5-Year Estimates.

(2) Households by tenure and units in structure from Table B25032, American Community Survey, 2012-2016.

(3) Persons by units in structure from Table B25033, American Community Survey, 2011-2015.

(4) Vehicle trips ends based on persons using formulas from <u>Trip Generation</u> (ITE 2017). For single family housing (ITE 210), the fitted curve equation is EXP(0.89\*LN(persons)+1.72). To approximate the average population of the ITE studies, persons were divided by 28 and the equation result multiplied by 28. For multifamily housing (ITE 221), the fitted curve equation is (2.29\*persons)-81.02.

(5) Vehicle trip ends based on vehicles available using formulas from <u>Trip Generation</u> (ITE 2017). For single family housing (ITE 210), the fitted curve equation is EXP(0.99\*LN(vehicles)+1.93). To approximate the average number of vehicles in the ITE studies, vehicles available were divided by 35.7 and the equation result multiplied by 35.7. For multifamily housing (ITE 220), the fitted curve equation is (3.94\*vehicles)+293.58 (ITE 2012).

(6) Housing units from Table B25024, American Community Survey, 2011-2015.



#### **DETAILED DEVELOPMENT PROJECTIONS**

Figure A13 below provides a summary of demographic and development projections discussed in this memorandum. These projections will be used for the development impact fee study. The development fee calculations use a base year of 2018, and the projections thereafter are used to estimate projected future demand for service and infrastructure, along with the revenues and expenditures associated with this demand.

	2018	2019	2020	2021	2022	2023	2028	10-Year
	Base Yr	1	2	3	4	5	10	Increase
POPULATION								
Year-Round in HH	10,897	11,230	11,563	11,897	12,230	12,563	14,229	3,331
Total Year-Round	27,297	27,630	27,963	28,297	28,630	28,963	30,629	3,331
Seasonal	3,583	3,696	3,806	3,916	4,025	4,135	4,684	1,101
Total Peak	30,880	31,326	31,769	32,212	32,655	33,098	35,313	4,433
HOUSING UNITS								
Single-Family	5,715	5,890	6,064	6,239	6,414	6,589	7,464	1,750
Multi-Family	817	842	868	893	918	943	1,068	250
Total Housing Units	6,532	6,732	6,932	7,132	7,332	7,532	8,532	2,000
EMPLOYMENT BY TYPE								
Commercial/Retail	634	657	681	705	731	763	943	309
Office/Institutional	6,840	7,087	7,344	7,609	7,885	8,227	10,176	3,336
Industrial/Flex	152	157	163	169	175	183	226	74
Total Employment	7,626	7,902	8,188	8,484	8,791	9,172	11,345	3,719
NONRES. FLOOR AREA (X 1,000	SF)							
Commercial/Retail	271	281	291	301	312	326	403	132
Office/Institutional	2,305	2,388	2,475	2,564	2,657	2,773	3,429	1,124
Industrial/Flex	93	97	100	104	108	112	139	46
Total Nonres. Floor Area	2,669	2,766	2,866	2,970	3,077	3,211	3,971	1,302

#### Figure A13: Townwide Development Projections Summary

	2018-19	2019-20	2020-21	2021-22	2022-23	2027-28	10-Year
ANNUAL INCREASE	1	2	3	4	5	10	Average
Year-Round Population	333	333	333	333	333	333	333
Peak Population	446	443	443	443	443	443	443
Total Housing Units	200	200	200	200	200	200	200
Total Employment	276	286	296	307	382	472	372
Total Nonres. Floor Area	97	100	104	107	134	165	130

Over the next ten years, land use assumptions indicate that housing units will increase by an average of 200 units per year, and nonresidential square footage will increase by an average of approximately 130,000 square feet per year. The increase in residential development will primarily be single family housing units.



### **APPENDIX B: ARIZONA REVISED STATUTES**

Arizona Revised Statutes (ARS) 9-463.05. Development fees; imposition by cities and towns; infrastructure improvements plan; annual report; advisory committee; limitation on actions; definitions

#### (Effective January 1, 2012)

A. A municipality may assess development fees to offset costs to the municipality associated with providing necessary public services to a development, including the costs of infrastructure, improvements, real property, engineering and architectural services, financing and professional services required for the preparation or revision of a development fee pursuant to this section, including the relevant portion of the infrastructure improvements plan.

B. Development fees assessed by a municipality under this section are subject to the following requirements:

1. Development fees shall result in a beneficial use to the development.

2. The municipality shall calculate the development fee based on the infrastructure improvements plan adopted pursuant to this section.

3. The development fee shall not exceed a proportionate share of the cost of necessary public services, based on service units, needed to provide necessary public services to the development.

4. Costs for necessary public services made necessary by new development shall be based on the same level of service provided to existing development in the service area.

5. Development fees may not be used for any of the following:

(a) Construction, acquisition or expansion of public facilities or assets other than necessary public services or facility expansions identified in the infrastructure improvements plan.

(b) Repair, operation or maintenance of existing or new necessary public services or facility expansions.

(c) Upgrading, updating, expanding, correcting or replacing existing necessary public services to serve existing development in order to meet stricter safety, efficiency, environmental or regulatory standards.

(d) Upgrading, updating, expanding, correcting or replacing existing necessary public services to provide a higher level of service to existing development.

(e) Administrative, maintenance or operating costs of the municipality.

6. Any development for which a development fee has been paid is entitled to the use and benefit of the services for which the fee was imposed and is entitled to receive immediate service from any existing facility with available capacity to serve the new service units if the available capacity has not been reserved or pledged in connection with the construction or financing of the facility.



7. Development fees may be collected if any of the following occurs:

(a) The collection is made to pay for a necessary public service or facility expansion that is identified in the infrastructure improvements plan and the municipality plans to complete construction and to have the service available within the time period established in the infrastructure improvement plan, but in no event longer than the time period provided in subsection H, paragraph 3 of this section.

(b) The municipality reserves in the infrastructure improvements plan adopted pursuant to this section or otherwise agrees to reserve capacity to serve future development.

(c) The municipality requires or agrees to allow the owner of a development to construct or finance the necessary public service or facility expansion and any of the following apply:

(i) The costs incurred or money advanced are credited against or reimbursed from the development fees otherwise due from a development.

(ii) The municipality reimburses the owner for those costs from the development fees paid from all developments that will use those necessary public services or facility expansions.

(iii) For those costs incurred the municipality allows the owner to assign the credits or reimbursement rights from the development fees otherwise due from a development to other developments for the same category of necessary public services in the same service area.

8. Projected interest charges and other finance costs may be included in determining the amount of development fees only if the monies are used for the payment of principal and interest on the portion of the bonds, notes or other obligations issued to finance construction of necessary public services or facility expansions identified in the infrastructure improvements plan.

9. Monies received from development fees assessed pursuant to this section shall be placed in a separate fund and accounted for separately and may only be used for the purposes authorized by this section. Monies received from a development fee identified in an infrastructure improvements plan adopted or updated pursuant to subsection D of this section shall be used to provide the same category of necessary public services or facility expansions for which the development fee was assessed and for the benefit of the same service area, as defined in the infrastructure improvements plan, in which the development fee was assessed. Interest earned on monies in the separate fund shall be credited to the fund.

10. The schedule for payment of fees shall be provided by the municipality. Based on the cost identified in the infrastructure improvements plan, the municipality shall provide an offset toward the payment of a development fee for the required or agreed to dedication of public sites, improvements and other necessary public services or facility expansions included in the infrastructure improvements plan and for which a development fee is assessed, to the extent the



public sites, improvements and necessary public services or facility expansions are provided by the developer. The developer of residential dwelling units shall be required to pay development fees when construction permits for the dwelling units are issued, or at a later time if specified in a development agreement pursuant to section 9-500.05. If a development agreement provides for fees to be paid at a time later than the issuance of construction permits, the deferred fees shall be paid no later than fifteen days after the issuance of a certificate of occupancy. The development agreement shall provide for the value of any deferred fees to be supported by appropriate security, including a surety bond, letter of credit or cash bond.

11. If a municipality requires as a condition of development approval the construction or improvement of, contributions to or dedication of any facilities that were not included in a previously adopted infrastructure improvements plan, the municipality shall cause the infrastructure improvements plan to be amended to include the facilities and shall provide a credit toward the payment of a development fee for the construction, improvement, contribution or dedication of the facilities to the extent that the facilities will substitute for or otherwise reduce the need for other similar facilities in the infrastructure improvements plan for which development fees were assessed.

12. The municipality shall forecast the contribution to be made in the future in cash or by taxes, fees, assessments or other sources of revenue derived from the property owner towards the capital costs of the necessary public service covered by the development fee and shall include these contributions in determining the extent of the burden imposed by the development. Beginning August 1, 2014, for purposes of calculating the required offset to development fees pursuant to this subsection, if a municipality imposes a construction contracting or similar excise tax rate in excess of the percentage amount of the transaction privilege tax rate imposed on the majority of other transaction privilege tax classifications, the entire excess portion of the construction contracting or similar excise tax shall be treated as a contribution to the capital costs of necessary public services provided to development for which development fees are assessed, unless the excess portion was already taken into account for such purpose pursuant to this subsection.

13. If development fees are assessed by a municipality, the fees shall be assessed against commercial, residential and industrial development, except that the municipality may distinguish between different categories of residential, commercial and industrial development in assessing the costs to the municipality of providing necessary public services to new development and in determining the amount of the development fee applicable to the category of development. If a municipality agrees to waive any of the development fees assessed on a development, the municipality shall reimburse the appropriate development fee accounts for the amount that was waived. The municipality shall provide notice of any such waiver to the advisory committee established pursuant to subsection G of this section within thirty days.

14. In determining and assessing a development fee applying to land in a community facilities district established under title 48, chapter 4, article 6, the municipality shall consider all public



infrastructure provided by the district and capital costs paid by the district for necessary public services and shall not assess a portion of the development fee based on the infrastructure or costs.

C. A municipality shall give at least thirty days' advance notice of intention to assess a development fee and shall release to the public and post on its website or the website of an association of cities and towns if a municipality does not have a website a written report of the land use assumptions and infrastructure improvements plan adopted pursuant to subsection D of this section. The municipality shall conduct a public hearing on the proposed development fee at any time after the expiration of the thirty day notice of intention to assess a development fee and at least thirty days before the scheduled date of adoption of the fee by the governing body. Within sixty days after the date of the public hearing on the proposed development fee, a municipality shall approve or disapprove the imposition of the development fee. A municipality shall not adopt an ordinance, order or resolution approving a development fee as an emergency measure. A development fee assessed pursuant to this section shall not be effective until seventy-five days after its formal adoption by the governing body of the municipality. Nothing in this subsection shall affect any development fee adopted before July 24, 1982.

D. Before the adoption or amendment of a development fee, the governing body of the municipality shall adopt or update the land use assumptions and infrastructure improvements plan for the designated service area. The municipality shall conduct a public hearing on the land use assumptions and infrastructure improvements plan at least thirty days before the adoption or update of the plan. The municipality shall release the plan to the public, post the plan on its website or the website of an association of cities and towns if the municipality does not have a website, including in the posting its land use assumptions, the time period of the projections, a description of the necessary public services included in the infrastructure improvements plan and a map of the service area to which the land use assumptions apply, make available to the public the documents used to prepare the assumptions and plan and provide public notice at least sixty days before the public hearing, subject to the following:

1. The land use assumptions and infrastructure improvements plan shall be approved or disapproved within sixty days after the public hearing on the land use assumptions and infrastructure improvements plan and at least thirty days before the public hearing on the report required by subsection C of this section. A municipality shall not adopt an ordinance, order or resolution approving the land use assumptions or infrastructure improvements plan as an emergency measure.

2. An infrastructure improvements plan shall be developed by qualified professionals using generally accepted engineering and planning practices pursuant to subsection E of this section.

3. A municipality shall update the land use assumptions and infrastructure improvements plan at least every five years. The initial five year period begins on the day the infrastructure improvements plan is adopted. The municipality shall review and evaluate its current land use assumptions and shall cause an update of the infrastructure improvements plan to be prepared pursuant to this section.



4. Within sixty days after completion of the updated land use assumptions and infrastructure improvements plan, the municipality shall schedule and provide notice of a public hearing to discuss and review the update and shall determine whether to amend the assumptions and plan.

5. A municipality shall hold a public hearing to discuss the proposed amendments to the land use assumptions, the infrastructure improvements plan or the development fee. The land use assumptions and the infrastructure improvements plan, including the amount of any proposed changes to the development fee per service unit, shall be made available to the public on or before the date of the first publication of the notice of the hearing on the amendments.

6. The notice and hearing procedures prescribed in paragraph 1 of this subsection apply to a hearing on the amendment of land use assumptions, an infrastructure improvement plan or a development fee. Within sixty days after the date of the public hearing on the amendments, a municipality shall approve or disapprove the amendments to the land use assumptions, infrastructure improvements plan or development fee. A municipality shall not adopt an ordinance, order or resolution approving the amended land use assumptions, infrastructure improvements plan or development fee as an emergency measure.

7. The advisory committee established under subsection G of this section shall file its written comments on any proposed or updated land use assumptions, infrastructure improvements plan and development fees before the fifth business day before the date of the public hearing on the proposed or updated assumptions, plan and fees.

8. If, at the time an update as prescribed in paragraph 3 of this subsection is required, the municipality determines that no changes to the land use assumptions, infrastructure improvements plan or development fees are needed, the municipality may as an alternative to the updating requirements of this subsection publish notice of its determination on its website and include the following:

(a) A statement that the municipality has determined that no change to the land use assumptions, infrastructure improvements plan or development fee is necessary.

(b) A description and map of the service area in which an update has been determined to be unnecessary.

(c) A statement that by a specified date, which shall be at least sixty days after the date of publication of the first notice, a person may make a written request to the municipality requesting that the land use assumptions, infrastructure improvements plan or development fee be updated.

(d) A statement identifying the person or entity to whom the written request for an update should be sent.

9. If, by the date specified pursuant to paragraph 8 of this subsection, a person requests in writing that the land use assumptions, infrastructure improvements plan or development fee be updated,



the municipality shall cause, accept or reject an update of the assumptions and plan to be prepared pursuant to this subsection.

10. Notwithstanding the notice and hearing requirements for adoption of an infrastructure improvements plan, a municipality may amend an infrastructure improvements plan adopted pursuant to this section without a public hearing if the amendment addresses only elements of necessary public services in the existing infrastructure improvements plan and the changes to the plan will not, individually or cumulatively with other amendments adopted pursuant to this subsection, increase the level of service in the service area or cause a development fee increase of greater than five per cent when a new or modified development fee is assessed pursuant to this section. The municipality shall provide notice of any such amendment at least thirty days before adoption, shall post the amendment on its website or on the website of an association of cities and towns if the municipality does not have a website and shall provide notice to the advisory committee established pursuant to subsection G of this section that the amendment complies with this subsection.

E. For each necessary public service that is the subject of a development fee, the infrastructure improvements plan shall include:

1. A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable.

2. An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable.

3. A description of all or the parts of the necessary public services or facility expansions and their costs necessitated by and attributable to development in the service area based on the approved land use assumptions, including a forecast of the costs of infrastructure, improvements, real property, financing, engineering and architectural services, which shall be prepared by qualified professionals licensed in this state, as applicable.

4. A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial.

5. The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria.

6. The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years.



7. A forecast of revenues generated by new service units other than development fees, which shall include estimated state-shared revenue, highway users revenue, federal revenue, ad valorem property taxes, construction contracting or similar excise taxes and the capital recovery portion of utility fees attributable to development based on the approved land use assumptions, and a plan to include these contributions in determining the extent of the burden imposed by the development as required in subsection B, paragraph 12 of this section.

F. A municipality's development fee ordinance shall provide that a new development fee or an increased portion of a modified development fee shall not be assessed against a development for twenty-four months after the date that the municipality issues the final approval for a commercial, industrial or multifamily development or the date that the first building permit is issued for a residential development pursuant to an approved site plan or subdivision plat, provided that no subsequent changes are made to the approved site plan or subdivision plat that would increase the number of service units. If the number of service units increases, the new or increased portion of a modified development fee shall be limited to the amount attributable to the additional service units. The twenty-four month period shall not be extended by a renewal or amendment of the site plan or the final subdivision plat that was the subject of the final approval. The municipality shall issue, on request, a written statement of the development fee schedule applicable to the development. If, after the date of the municipality's final approval of a development, the municipality reduces the development fee assessed on development, the reduced fee shall apply to the development.

G. A municipality shall do one of the following:

1. Before the adoption of proposed or updated land use assumptions, infrastructure improvements plan and development fees as prescribed in subsection D of this section, the municipality shall appoint an infrastructure improvements advisory committee, subject to the following requirements:

(a) The advisory committee shall be composed of at least five members who are appointed by the governing body of the municipality. At least fifty per cent of the members of the advisory committee must be representatives of the real estate, development or building industries, of which at least one member of the committee must be from the home building industry. Members shall not be employees or officials of the municipality.

(b) The advisory committee shall serve in an advisory capacity and shall:

(i) Advise the municipality in adopting land use assumptions and in determining whether the assumptions are in conformance with the general plan of the municipality.

(ii) Review the infrastructure improvements plan and file written comments.

(iii) Monitor and evaluate implementation of the infrastructure improvements plan.



(iv) Every year file reports with respect to the progress of the infrastructure improvements plan and the collection and expenditures of development fees and report to the municipality any perceived inequities in implementing the plan or imposing the development fee.

(v) Advise the municipality of the need to update or revise the land use assumptions, infrastructure improvements plan and development fee.

(c) The municipality shall make available to the advisory committee any professional reports with respect to developing and implementing the infrastructure improvements plan.

(d) The municipality shall adopt procedural rules for the advisory committee to follow in carrying out the committee's duties.

2. In lieu of creating an advisory committee pursuant to paragraph 1 of this subsection, provide for a biennial certified audit of the municipality's land use assumptions, infrastructure improvements plan and development fees. An audit pursuant to this paragraph shall be conducted by one or more qualified professionals who are not employees or officials of the municipality and who did not prepare the infrastructure improvements plan. The audit shall review the progress of the infrastructure improvements plan, including the collection and expenditures of development fees for each project in the plan, and evaluate any inequities in implementing the plan or imposing the development fee. The municipality shall post the findings of the audit on the municipality's website or the website of an association of cities and towns if the municipality does not have a website and shall conduct a public hearing on the audit within sixty days of the release of the audit to the public.

H. On written request, an owner of real property for which a development fee has been paid after July 31, 2014 is entitled to a refund of a development fee or any part of a development fee if:

1. Pursuant to subsection B, paragraph 6 of this section, existing facilities are available and service is not provided.

2. The municipality has, after collecting the fee to construct a facility when service is not available, failed to complete construction within the time period identified in the infrastructure improvements plan, but in no event later than the time period specified in paragraph 3 of this subsection.

3. For a development fee other than a development fee for water or wastewater facilities, any part of the development fee is not spent as authorized by this section within ten years after the fee has been paid or, for a development fee for water or wastewater facilities, any part of the development fee is not spent as authorized by this section within fifteen years after the fee has been paid.

I. If the development fee was collected for the construction of all or a portion of a specific item of infrastructure, and on completion of the infrastructure the municipality determines that the actual cost



of construction was less than the forecasted cost of construction on which the development fee was based and the difference between the actual and estimated cost is greater than ten per cent, the current owner may receive a refund of the portion of the development fee equal to the difference between the development fee paid and the development fee that would have been due if the development fee had been calculated at the actual construction cost.

J. A refund shall include any interest earned by the municipality from the date of collection to the date of refund on the amount of the refunded fee. All refunds shall be made to the record owner of the property at the time the refund is paid. If the development fee is paid by a governmental entity, the refund shall be paid to the governmental entity.

K. A development fee that was adopted before January 1, 2012 may continue to be assessed only to the extent that it will be used to provide a necessary public service for which development fees can be assessed pursuant to this section and shall be replaced by a development fee imposed under this section on or before August 1, 2014. Any municipality having a development fee that has not been replaced under this section on or before August 1, 2014 shall not collect development fees until the development fee has been replaced with a fee that complies with this section. Any development fee monies collected before January 1, 2012 remaining in a development fee account:

1. Shall be used towards the same category of necessary public services as authorized by this section.

2. If development fees were collected for a purpose not authorized by this section, shall be used for the purpose for which they were collected on or before January 1, 2020, and after which, if not spent, shall be distributed equally among the categories of necessary public services authorized by this section.

L. A moratorium shall not be placed on development for the sole purpose of awaiting completion of all or any part of the process necessary to develop, adopt or update development fees.

M. In any judicial action interpreting this section, all powers conferred on municipal governments in this section shall be narrowly construed to ensure that development fees are not used to impose on new residents a burden all taxpayers of a municipality should bear equally.

N. Each municipality that assesses development fees shall submit an annual report accounting for the collection and use of the fees for each service area. The annual report shall include the following:

1. The amount assessed by the municipality for each type of development fee.

2. The balance of each fund maintained for each type of development fee assessed as of the beginning and end of the fiscal year.

3. The amount of interest or other earnings on the monies in each fund as of the end of the fiscal year.

4. The amount of development fee monies used to repay:



(a) Bonds issued by the municipality to pay the cost of a capital improvement project that is the subject of a development fee assessment, including the amount needed to repay the debt service obligations on each facility for which development fees have been identified as the source of funding and the time frames in which the debt service will be repaid.

(b) Monies advanced by the municipality from funds other than the funds established for development fees in order to pay the cost of a capital improvement project that is the subject of a development fee assessment, the total amount advanced by the municipality for each facility, the source of the monies advanced and the terms under which the monies will be repaid to the municipality.

5. The amount of development fee monies spent on each capital improvement project that is the subject of a development fee assessment and the physical location of each capital improvement project.

6. The amount of development fee monies spent for each purpose other than a capital improvement project that is the subject of a development fee assessment.

O. Within ninety days following the end of each fiscal year, each municipality shall submit a copy of the annual report to the Town clerk and post the report on the municipality's website or the website of an association of cities and towns if the municipality does not have a website. Copies shall be made available to the public on request. The annual report may contain financial information that has not been audited.

P. A municipality that fails to file the report and post the report on the municipality's website or the website of an association of cities and towns if the municipality does not have a website as required by this section shall not collect development fees until the report is filed and posted.

Q. Any action to collect a development fee shall be commenced within two years after the obligation to pay the fee accrues.

R. A municipality may continue to assess a development fee adopted before January 1, 2012 for any facility that was financed before June 1, 2011 if:

1. Development fees were pledged to repay debt service obligations related to the construction of the facility.

2. After August 1, 2014, any development fees collected under this subsection are used solely for the payment of principal and interest on the portion of the bonds, notes or other debt service obligations issued before June 1, 2011 to finance construction of the facility.

S. Through August 1, 2014, a development fee adopted before January 1, 2012 may be used to finance construction of a facility and may be pledged to repay debt service obligations if:

1. The facility that is being financed is a facility that is described under subsection T, paragraph 7, subdivisions (a) through (g) of this section.

2. The facility was included in an infrastructure improvements plan adopted before June 1, 2011.



3. The development fees are used for the payment of principal and interest on the portion of the bonds, notes or other debt service obligations issued to finance construction of the necessary public services or facility expansions identified in the infrastructure improvement plan.

T. For the purposes of this section:

1. "Dedication" means the actual conveyance date or the date an improvement, facility or real or personal property is placed into service, whichever occurs first.

2. "Development" means:

(a) The subdivision of land.

(b) The construction, reconstruction, conversion, structural alteration, relocation or enlargement of any structure that adds or increases the number of service units.

(c) Any use or extension of the use of land that increases the number of service units.

3. "Facility expansion" means the expansion of the capacity of an existing facility that serves the same function as an otherwise new necessary public service in order that the existing facility may serve new development. Facility expansion does not include the repair, maintenance, modernization or expansion of an existing facility to better serve existing development.

4. "Final approval" means:

(a) For a nonresidential or multifamily development, the approval of a site plan or, if no site plan is submitted for the development, the approval of a final subdivision plat.

(b) For a single family residential development, the approval of a final subdivision plat.

5. "Infrastructure improvements plan" means a written plan that identifies each necessary public service or facility expansion that is proposed to be the subject of a development fee and otherwise complies with the requirements of this section, and may be the municipality's capital improvements plan.

6. "Land use assumptions" means projections of changes in land uses, densities, intensities and population for a specified service area over a period of at least ten years and pursuant to the general plan of the municipality.

7. "Necessary public service" means any of the following facilities that have a life expectancy of three or more years and that are owned and operated by or on behalf of the municipality:

(a) Water facilities, including the supply, transportation, treatment, purification and distribution of water, and any appurtenances for those facilities.

(b) Wastewater facilities, including collection, interception, transportation, treatment and disposal of wastewater, and any appurtenances for those facilities.

(c) Storm water, drainage and flood control facilities, including any appurtenances for those facilities.



(d) Library facilities of up to ten thousand square feet that provide a direct benefit to development, not including equipment, vehicles or appurtenances.

(e) Street facilities located in the service area, including arterial or collector streets or roads that have been designated on an officially adopted plan of the municipality, traffic signals and rights-of-way and improvements thereon.

(f) Fire and police facilities, including all appurtenances, equipment and vehicles. Fire and police facilities do not include a facility or portion of a facility that is used to replace services that were once provided elsewhere in the municipality, vehicles and equipment used to provide administrative services, helicopters or airplanes or a facility that is used for training firefighters or officers from more than one station or substation.

(g) Neighborhood parks and recreational facilities on real property up to thirty acres in area, or parks and recreational facilities larger than thirty acres if the facilities provide a direct benefit to the development. Park and recreational facilities do not include vehicles, equipment or that portion of any facility that is used for amusement parks, aquariums, aquatic centers, auditoriums, arenas, arts and cultural facilities, bandstand and orchestra facilities, bathhouses, boathouses, clubhouses, community centers greater than three thousand square feet in floor area, environmental education centers, equestrian facilities, golf course facilities, greenhouses, lakes, museums, theme parks, water reclamation or riparian areas, wetlands, zoo facilities or similar recreational facilities, but may include swimming pools.

(h) Any facility that was financed and that meets all of the requirements prescribed in subsection R of this section.

8. "Qualified professional" means a professional engineer, surveyor, financial analyst or planner providing services within the scope of the person's license, education or experience.

9. "Service area" means any specified area within the boundaries of a municipality in which development will be served by necessary public services or facility expansions and within which a substantial nexus exists between the necessary public services or facility expansions and the development being served as prescribed in the infrastructure improvements plan.

10. "Service unit" means a standardized measure of consumption, use, generation or discharge attributable to an individual unit of development calculated pursuant to generally accepted engineering or planning standards for a particular category of necessary public services or facility expansions.



## **APPENDIX C – FORECAST OF REVENUES**

Arizona's enabling legislation requires municipalities to forecast the revenue contribution to be made in the future towards capital costs and shall include these contributions in determining the extent of burden imposed by development.

9-463.05.E.7. "A forecast of revenues generated by new service units other than development fees, which shall include estimated state-shared revenue, highway users revenue, federal revenue, ad valorem property taxes, construction contracting or similar excise taxes and the capital recovery portion of utility fees attributable to development based on the approved land use assumptions, and a plan to include these contributions in determining the extent of the burden imposed by the development as required in subsection B, paragraph 12 of this section."

9-463.05.B.12. "The municipality shall forecast the contribution to be made in the future in cash or by taxes, fees, assessments or other sources of revenue derived from the property owner towards the capital costs of the necessary public service covered by the development fee and shall include these contributions in determining the extent of the burden imposed by the development. Beginning August 1, 2014, for purposes of calculating the required offset to development fees pursuant to this subsection, if a municipality imposes a construction contracting or similar excise tax rate in excess of the percentage amount of the transaction privilege tax rate imposed on the majority of other transaction privilege tax classifications, the entire excess portion of the construction contracting or similar excise tax shall be treated as a contribution to the capital costs of necessary public services provided to development for which development fees are assessed, unless the excess portion was already taken into account for such purpose pursuant to this subsection."

Florence does not have a higher than normal construction excise tax rate, so the required offset described above is not applicable. The required forecast of non-development fee revenue that might be used for growth-related capital costs is shown in Figure C1. General Fund revenues are highlighted in light blue. Streets Fund revenue is highlighted light green and Water and Sewer Revenue is highlighted in orange. The forecast of revenues was provided by Town of Florence staff.

	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25
City Sales Tax	\$4,100,000	\$4,100,000	\$4,100,000	\$4,100,000	\$4,100,000	\$4,100,000
Property Tax	\$1,007,857	\$1,038,093	\$1,069,236	\$1,101,313	\$1,134,352	\$1,168,383
Personal Property Tax	\$31,000	\$31,000	\$31,000	\$31,000	\$31,000	\$31,000
State Sales Tax	\$2,553,050	\$2,629,641	\$2,708,530	\$2,789,786	\$2,873,480	\$2,959,684
State Income Tax	\$3,157,450	\$3,220,599	\$3,285,011	\$3,350,711	\$3,417,725	\$3,486,080
Auto License Tax	\$1,573,717	\$1,652,403	\$1,735,023	\$1,821,774	\$1,912,863	\$2,008,506
Total General Fund Revenue	\$12,423,074	\$12,671,736	\$12,928,800	\$13,194,584	\$13,469,420	\$13,753,653
HURF Revenue	\$2,050,552	\$2,112,068	\$2,175,430	\$2,240,693	\$2,307,914	\$2,377,152
Transportation Excise Tax Revenue	\$1,210,520	\$1,246,835	\$1,284,240	\$1,322,767	\$1,362,450	\$1,403,324
Total Streets Fund Revenue	\$3,261,071	\$3,358,904	\$3,459,671	\$3,563,461	\$3,670,365	\$3,780,475
Water User Fees	\$2,786,287	\$2,814,150	\$2,842,291	\$2,870,714	\$2,899,421	\$2,928,415
Wastewater User Fees	\$2,686,999	\$2,713,869	\$2,741,008	\$2,768,418	\$2,796,102	\$2,824,063
Department of Corrections Wastewater Fees	\$1,008,000	\$1,018,080	\$1,028,261	\$1,038,543	\$1,048,929	\$1,059,418
Total Utility Revenue	\$6,481,285	\$6,546,098	\$6,611,559	\$6,677,675	\$6,744,452	\$6,811,896

#### Figure C1 – Five-Year Revenue Projections



Figure C2 indicates that when forecasted General Fund revenue is compared to the projection of persons and jobs in Florence over the next six years, total General Fund revenue per person and job decreases slightly over time, primarily due to a projected increase in sales and income taxes. Since General Fund revenue per person and job is likely to decrease overtime, while General Fund expenditures will increase, this leaves little or no revenue for growth-related capital infrastructure.







The methodology described above was also applied to Street Fund revenue, with the results graphed in Figure C3. The Street Fund revenue is projected to remain relatively flat when compared to projected increases in population and employment. This revenue source is used to street maintenance and is not available for capacity improvements.







Figure C3 indicates that forecasted water and sewer revenue is likely to decrease per account over time.



Figure C3 – Graph of Utility Fund Revenue



## **APPENDIX C: IMPLEMENTATION AND ADMINISTRATION**

As specified in ARS 9-463.05, there are certain accounting requirements that must be met by the Town:

Monies received from development fees assessed pursuant to this section shall be placed in a separate fund and accounted for separately and may only be used for the purposes authorized by this section. Monies received from a development fee identified in an infrastructure improvements plan adopted or updated pursuant to subsection D of this section shall be used to provide the same category of necessary public services or facility expansions for which the development fee was assessed and for the benefit of the same service area, as defined in the infrastructure improvements plan, in which the development fee was assessed. Interest earned on monies in the separate fund shall be credited to the fund.

All costs in the development fee calculations are given in current dollars with no assumed inflation rate over time. If cost estimates change significantly the Town should update the fee calculations.

#### **Residential Development**

As discussed below, residential development categories are based on data from the U.S. Census Bureau, American Community Survey. Florence will collect development fees from all new residential units, including mobile homes and Recreational Vehicles (RV). For a parcel intended for occupancy by multiple mobile homes and/or RVs, the landowner will pay a development fee for each site than can accommodate a residential unit. One-time development fees are determined by site capacity (i.e. number of residential units) and will not be imposed on replacement units.

Single-Family:

- Single-family detached is a 1-unit structure detached from any other house, that is, with open space on all four sides. Such structures are considered detached even if they have an adjoining shed or garage. A one-family house that contains a business is considered detached as long as the building has open space on all four sides.
- Single-family attached (townhouse) is a 1-unit structure that has one or more walls extending from ground to roof separating it from adjoining structures. In row houses (sometimes called townhouses), double houses, or houses attached to nonresidential structures, each house is a separate, attached structure if the dividing or common wall goes from ground to roof.
- 3. Mobile home includes both occupied and vacant mobile homes, to which no permanent rooms have been added, are counted in this category. Mobile homes used only for business purposes or for extra sleeping space and mobile homes for sale on a dealer's lot, at the factory, or in storage are not counted in the housing inventory.
- 4. Boat, RV, Van, Etc. includes any living quarters occupied as a housing unit that does not fit the other categories (e.g., houseboats, railroad cars, campers, and vans). Recreational vehicles, boats,



vans, railroad cars, and the like are included only if they are occupied as a current place of residence.

Multi-Family:

1. 2+ units (duplexes and apartments) are units in structures containing two or more housing units, further categorized as units in structures with "2, 3 or 4, 5 to 9, 10 to 19, 20 to 49, and 50 or more apartments."

#### **NONRESIDENTIAL DEVELOPMENT**

The proposed general nonresidential development categories (defined below) can be used for all new construction within Florence. Nonresidential development categories represent general groups of land uses that share similar average weekday vehicle trip generation rates and employment densities (i.e., jobs per thousand square feet of floor area).

**Commercial / Retail:** Establishments primarily selling merchandise, eating/drinking places, and entertainment uses. By way of example, *Commercial / Retail* includes shopping centers, supermarkets, pharmacies, restaurants, bars, nightclubs, automobile dealerships, and movie theaters.

**Office / Institutional:** Establishments providing management, administrative, professional, or business services; personal and health care services; lodging facilities; and public and quasi-public buildings providing educational, social assistance, or religious services. By way of example, *Office / Institutional* includes banks, business offices; hotels and motels; assisted living facilities, nursing homes, hospitals and medical offices; veterinarian clinics; and institutional facilities such as schools, universities, churches, daycare facilities, government buildings, and prisons.

**Industrial:** Establishments primarily engaged in the production, transportation, or storage of goods. By way of example, *Industrial* includes manufacturing plants, distribution warehouses, trucking companies, utility substations, power generation facilities, and telecommunications buildings.



TOWN OF FLORENCE AREZONA DURING	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 9b.		
MEETING DATE: De	ecember 3, 2018	⊠ Action		
DEPARTMENT:AdministrationInformation OnlyDepartmentPublic Hearing				
STAFF PRESENTER:       Lisa Garcia, Deputy Town Manager/         Town Clerk          □ Regulatory         □ 1st Reading				
<b>SUBJECT:</b> Public Hearing and action on Teresa June Morse, (Lidias Cocina at Old Pueblo) application for a Liquor License				
STRATEGIC PLAN REFERENCE:				
□ Community Vitality   ⊠ Economic Prosperity   □ Leadership and Governance				
Partnerships and Relationships     Transportation and Infrastructure				
Statutory None				

## **RECOMMENDED MOTION/ACTION:**

Public Hearing on an application received from Teresa June Morse, Lidias Cocina at Old Pueblo, Liquor License application, located at 505 S. Main Street, Florence, Arizona, for a Series 12 Restaurant License, and for Council recommendation for approval or disapproval of said license.

### BACKGROUND/DISCUSSION:

Teresa June Morse, Lidias Cocina at Old Pueblo, filed an application for a Series 12 Restaurant License with the Arizona Department of Liquor License and Control, on October 31, 2018.

The Town Clerk's Office posted the Notice of Public Hearing on November 12, 2018, at said location in accordance with statutory requirements. Management has been notified of the December 3, 2018 public hearing.

No written communication has been received by the Town regarding this application.

### Series 12 - Restaurant License

This non-transferable, \*on-sale retail privileges liquor license allows the holder of a restaurant license to sell and serve all types of spirituous liquor solely for consumption on

the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food.

\*On-sale retailer means any person operating an establishment where spirituous liquors are sold in the original container for consumption on or off the premises or in individual portions for consumption on the premises.

## A VOTE OF NO WOULD MEAN:

A no vote would mean that Council forwards a recommendation to the State Liquor Board to not allow a Series 12 license to Lidias Cocina at Old Pueblo location at 505 S. Main Street, Florence, Arizona.

## A VOTE OF YES WOULD MEAN:

A yes vote would mean that Council forwards a recommendation to the State Liquor Board to allow a Series 12 license to Lidias Cocina at Old Pueblo location at 505 S. Main Street, Florence, Arizona.

### FINANCIAL IMPACT:

None

## ATTACHMENTS:

Application

## State of Arizona Department of Liquor Licenses and Control

## Created 10/31/2018 @ 03:13:12 PM

Local Governing Body Report

## LICENSE

Number: Name: State:	LIDIAS COCINA AT OLD P Pending	Type: UEBLO	012 RESTAURANT
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	505 S MAIN STREET		
	FLORENCE, AZ 85132		
	USA		
Mailing Address:	PO BOX 2802		
	FLORENCE, AZ 85132		
	USA		
Phone:	(000)000-0000		
Alt. Phone:	(480)353-8035		
Email:	TJMORSE1208@Q.COM		

## AGENT

Name:	THERESA JUNE MORSE
Gender:	Female
Correspondence Address:	19486 N KARI LANE
	MARICOPA, AZ 85139
	USA
Phone:	(480)353-8035
Alt. Phone:	
Email:	TJMORSE1208@Q.COM

## **OWNER**

Name:	J M P COCINA ENTERPRISE	ES LLC	
Contact Name:	THERESA JUNE MORSE-		
Type:	LIMITED LIABILITY COMP.		
AZ CC File Number:	1909301	State of Incorporation: AZ	
Incorporation Date:	10/25/2018		
Correspondence Address:	PO BOX 2802		
	FLORENCE, AZ 85132		
	USA		
Phone:	(480)353-8035		
Alt. Phone:			
Email:	TJMORSE1208@Q.COM		
Officers / Stockholders			
Name:		Title:	% Interest:

100.00

## J M P COCINA ENTERPRISES LLC - Managing Member, Stockholder

 Name:
 MANUEL DE JESUS-PEREZ CERROS

 Gender:
 Male

 Correspondence Address:
 PO BOX 2802

 FLORENCE , AZ 85132
 USA

 Phone:
 (520)840-5655

 Alt. Phone:
 TECO65@GMAIL.COM

## **APPLICATION INFORMATION**

Application Number:	36467
Application Type:	New Application
Created Date:	10/31/2018

## **QUESTIONS & ANSWERS**

#### 012 Restaurant

- If you intend to operate the business while your application is pending you will need an interim permit pursuant to A.R.S.§4-203.01. Would you like to apply for an Interim Permit? If yes, after completing this application, please go back to your Licensing screen, under New License Application choose "Interim Permit" from the drop-down window. Yes
- 2) Have you submitted a questionnaire? Each person listed must submit a questionnaire and mail in a fingerprint card along with a \$22. processing fee per card.

#### Yes

- 5) Are you a tenant? (A person who holds the lease of a property; a lessee) No
- 6) Is there a penalty if lease is not fulfilled?

No

7) Are you a sub-tenant? (A person who holds a lease which was given to another person (tenant) for all or part of a property)

No

8) Are you the owner?

Yes

A Document of type BILL OF SALE is required.

9) Are you a purchaser?

No

10) Are you a management company?

No

 Is the Business located within the incorporated limits of the city or town of which it is located? Yes  12) What is the total money borrowed for the business not including the lease? Please list lenders/people owed money for the business. TOTAL= \$320 K

#### PRESTAMOS CDFI, LLC- \$320K 1024 E BUCKEYE RD STE 270 PHOENIX AZ 85034-4043

13) Have you provided a diagram of your premises?

#### Yes

- 14) Is there a drive through window on the premises? No
- 15) If there is a patio please indicate contiguous or non-contiguous within 30 feet. NONE
- 16) Is your licensed premises now closed due to construction, renovation or redesign or rebuild? No
- 17) Have you provided a Restaurant Operation Plan form?Yes
- 18) Have you provided a Records Required for Audit form? Yes

## State of Arizona Department of Liquor Licenses and Control

## Created 10/31/2018 @ 03:15:19 PM

Local Governing Body Report

## LICENSE

Number:	INP110003498	Type:	INP INTERIM PERMIT
Name:	LIDIAS COCINA AT OLD I	PUEBLO	
State:	Active		
Issue Date:	10/31/2018	Expiration Date:	02/13/2019
Original Issue Date:	10/31/2018	*	
Location:	505 S MAIN STREET		
	FLORENCE, AZ 85132		
	USA		
Mailing Address:	PO BOX 2802		
	FLORENCE, AZ 85132		
	USA		
Phone:	(000)000-0000		
Alt. Phone:	(480)353-8035		
Email:	TJMORSE1208@Q.COM		

## AGENT

Name:	THERESA JUNE MORSE
Gender:	Female
Correspondence Address:	19486 N KARI LANE
	MARICOPA, AZ 85139
	USA
Phone:	(480)353-8035
Alt. Phone:	
Email:	TJMORSE1208@O.COM

## **OWNER**

	Name:	J M P COCINA ENTERPRISE	SLLC	
	Contact Name:	THERESA JUNE MORSE	and the second second second second second	1995 6 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
	Type:	LIMITED LIABILITY COMP.		
	AZ CC File Number:	1909301	State of Incorporation: AZ	
	Incorporation Date:	10/25/2018	*	
	Correspondence Address:	PO BOX 2802		
		FLORENCE, AZ 85132		
		USA		
	Phone:	(480)353-8035		
	Alt. Phone:			
	Email:	TJMORSE1208@Q.COM		
0	fficers / Stockholders			
	Name:		Title:	% Interest:

100.00

## J M P COCINA ENTERPRISES LLC - Managing Member, Stockholder

Name:MANUEL DE JESUS PEREZ CERROSGender:MaleCorrespondence Address:PO BOX 2802<br/>FLORENCE , AZ 85132<br/>USAPhone:(520)840-5655Alt. Phone:TECO65@GMAIL.COM

## **APPLICATION INFORMATION**

Application Number:	36468
Application Type:	New Application
Created Date:	10/31/2018

## **QUESTIONS & ANSWERS**

#### **INP** Interim Permit

- 10) Enter License Number currently at location 12113275
- 20) Is the license currently in use? Yes



TOWN OF FLORENCE ARIZONA PURSUE	TOWN OF FLORENCE COUNCIL ACTION FORM	AGENDA ITEM 9c.				
MEETING DATE: De	Action					
DEPARTMENT: Town	☐ Information Only ☐ Public Hearing ☐ Resolution					
STAFF PRESENTER:						
SUBJECT: Vice-Mayo Award	☐ Regulatory ☐ 1 <sup>st</sup> Reading ☐ 2 <sup>nd</sup> Reading ⊠ Other					
STRATEGIC PLAN REFERENCE:						
□ Community Vitality □ Economic Prosperity ⊠ Leadership and Governance						
Partnerships and Relationships     Transportation and Infrastructure						
Statutory None						

### **RECOMMENDED MOTION/ACTION:**

Present Vice-Mayor Woolridge with a Community Appreciation Award in recognition for her years of dedicated service to the Town of Florence.

### BACKGROUND/DISCUSSION:

Vice-Mayor Vallarie Woolridge was appointed as a Councilmember on January 20, 2004, to fill a vacancy. She successfully ran for Council in 2006 and continued her position as a Councilmember through December 5, 2016. She was appointed to the position of Vice-Mayor on December 5, 2016, and continued in that position, until today, December 3, 2018.

Ms. Woolridge served as a Liaison for the following:

<u>June 2004 - August 2010</u> Florence Unified School District Joint Use Library Advisory Board

<u>August 2010 – September 2010</u> Anthem Area Gateway North Pinal Area Alliance of Governments

<u>September 2010 – June 2012</u> Anthem Area Florence Unified School District Gateway Northern Pinal Area Alliance League of Cities and Towns Resolutions Committee Joint Use Library Advisory Board

June 2012 – December 2014

Anthem Area Florence Unified School District Gateway/Northern Pinal Area Alliance of Governments League of Cities and Towns Resolutions Committee Joint Use Library Advisory Board Pinal Partnership Native American Community Tribes (Tohono O'Odham Village and Gila River Indian Community

<u>December 2014 – December 2016</u> League of Cities and Towns Joint Use Library Advisory Board Native American Community Tribes (Tohono O'Odham Village and Gila River Indian Community

<u>December 2016 – Current</u> League of Cities and Towns Resolutions Committee Library Advisory Board Native American Community Tribes (Tohono O'Odham Village and Gila River Indian Community

Vice-Mayor Woolridge is very proud of Florence and all of the accomplishments that have transpired during her tenure on the Council.

## A VOTE OF NO WOULD MEAN:

Not applicable

## A VOTE OF YES WOULD MEAN:

Not applicable

## FINANCIAL IMPACT:

Not applicable

## ATTACHMENTS:

None

TOWN OF FLORENCE ARIZONA PURSUE	TOWN OF FLORENCE COUNCIL ACTION FORM	AGENDA ITEM 9d.				
MEETING DATE: De	Action					
DEPARTMENT: Town	<ul> <li>Information Only</li> <li>Public Hearing</li> <li>Resolution</li> </ul>					
STAFF PRESENTER:	Crdinance Regulatory					
SUBJECT: Councilme Award	☐ 1 <sup>st</sup> Reading ☐ 2 <sup>nd</sup> Reading ⊠ Other					
STRATEGIC PLAN REFERENCE:						
Community Vitality Economic Prosperity 🛛 Leadership and Governance						
Partnerships and Relationships     Transportation and Infrastructure						
Statutory None						

### **RECOMMENDED MOTION/ACTION:**

Present Councilmember Guilin with a Community Appreciation Award in recognition for her years of dedicated service to the Town of Florence.

### BACKGROUND/DISCUSSION:

Councilmember Rebecca Guilin was elected as a Councilmember on December 1, 2014, and resigned effective November 5, 2018, in order to pursue a position with the Town.

Councilmember Guilin served as a Liaison to the following:

<u>December 2014 – December 2016</u> Budget Committee Historic District Advisory Commission Public Safety Retirement Board (Fire and Police)

<u>December 2016 – Current</u> Historic District Advisory Commission Public Safety Retirement Board (Fire and Police)

Serving as the Town's Finance Director prior to her retirement, Councilmember Guilin brought a vast knowledge of the Town's fiscal history and was a great asset in helping the other Councilmembers navigate the intricacies of finance.

## A VOTE OF NO WOULD MEAN:

Not applicable

## A VOTE OF YES WOULD MEAN:

Not applicable

## FINANCIAL IMPACT:

Not applicable

## ATTACHMENTS:

None

## Mountain Vista Medical Center

A STEWARD FAMILY HOSPITAL

Steward

# **Florence Hospital**

A Campus of Mountain Vista Medical Center A STEWARD FAMILY HOSPITAL

®

Steward

## **Steward Health Care System –**

National Footprint in North America



## **History of Mountain Vista Medical Center**

- Opened July 23, 2007 (ahead of schedule); licensed for 178 beds, all private rooms
- 2008 partnered with Midwestern University to provide education and training for medical students
- 2010 received Cardiac Receiving Center designation by the Arizona Dept. of Health Services
- 2011 accredited as a Cycle III Chest Pain Center by the Society of Chest Pain Centers
- 2011 designated as a Primary Stroke Center by DNV
- 2011 received Level IV Trauma Center designation by the Arizona Dept. of Health Services
- 2012 formed partnership with City of Mesa Fire & Medical Department that pairs nurse practitioners and physician assistants with paramedics to respond and treat patients who call 911 that have low-acuity medical needs.
- 2012 designated as the first Provisional Level III Trauma Center in the Valley by the Arizona Dept. of Health Services
- 2012 attained American Heart/Stroke Association's Get With the Guidelines Silver Quality Achievement Award and was recognized as a recipient of the Target: Stroke Honor Roll
- 2013 launched partnership with Midwestern University family medicine, general surgery and internal medicine residents, PAs, CRNAs and nurse practitioners
- 2013 designated as a Level III Trauma Center that is Arizona Dept. of Health Services and American College of Surgeons verified (recertified every three years for both entities)
- 2013 attained American Heart/Stroke Association's Get With the Guidelines Gold Plus Quality Achievement Award and was recognized as a recipient of the Target: Stroke Honor Roll
- 2016 established gastroenterology fellowship with Midwestern University



## **Mission and Values**



# **Our Mission**

"We are highly motivated and compassionate people, using advanced systems and technology, to become the health care provider of choice and to improve the quality of life for the individuals and communities we serve."

## Mountain Vista Medical Center

A STEWARD FAMILY HOSPITAL

Steward



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Mountain Vista Medical Center

Steward
## Quality



Emergency, Stroke and Cardiovascular Care

Stroke Gold Plus Quality Achievement Award Recipient and Target: Stroke Honor Roll

A STEWARD FAMILY HOSPITAL

Steward

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# **Quality Highlights**



**Mountain Vista Medical Center** 

Steward



## **Florence Hospital at Anthem**

Florence Hospital, a campus of Mountain Vista Medical Center 4545 N. Hunt Hwy Florence, AZ 85132 28.6 miles from Mountain Vista Medical Center (40-45 minute drive time)

•36 Inpatient Beds
•22 Emergency Department Beds
•Surgical Suite
•Diagnostic Imaging
•Laboratory Services

### **Primary Competitors**

- •Banner Ironwood Medical Center
- •Casa Grande Regional Medical Center
- •Dignity Health Mercy Gilbert Medical Center
- •Mountain Vista Medical Center
- •Chandler Regional Medical Center







A STEWARD FAMILY HOSPITAL

## Florence Hospital, a campus of Mountain Vista Medical Center

Florence Hospital – located 28.6 miles or 44 minute drive from Steward's Mountain Vista Medical Center in Mesa, AZ

- 36 Inpatient Beds
- 22 Emergency Department Beds
- Surgical Suite, Diagnostic Imaging, CAP Accredited Laboratory
- 200+ Physicians on Medical Staff (but very few of them active)
- About Florence, Arizona

Mountain Vista Medical Center

- Current Population 168,136 people within 20 miles radius of Florence
- Located in Pinal County and home to 3 federal and 1 state prisons
- Age Median age is 31.6
- Primary Industries are Government (27%), Corrections (50%) and Education (16%)

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- Income Level Average Income: \$50,890, Median Household Income: \$85,187
- Primary Competitors for Emergency Services
  - Banner Ironwood Medical Center
  - Casa Grande Regional Medical Center
  - Dignity Health Mercy Gilbert Medical Center
  - Mountain Vista Medical Center
  - Chandler Regional Medical Center

## **Florence Operation**

### • Strategic Rationale for Pursuing the operation

- Expands Mountain Vista's Medical Center service area
- Breaks the blockade from competitor facilities to the core MVMC's service area (important to keep Banner or Dignity from taking it over)
- Presence in Florence, AZ will expand our patient panels by 700 attributed patients to the Steward Medical Group
- Immediate ability to improve cost structure of the stand-alone facility as campus of MVMC
- Immediate ability (60-90 days) to expand volumes and patient recognition through enrolling both hospitals under the Steward payor contracts and through a concerted marketing campaign
- Near-term opportunity to improve community perception through Steward branding as facilities will no longer be out-of-network with major payors, seize the practice of balance billing the patient and put the bankruptcy negativity behind them



TOWN OF FLORENCE ARIZONA USUBLE BEA	TOWN OF FLORENCE COUNCIL ACTION FORM	AGENDA ITEM 10a.	
MEETING DATE: December 3, 2018		Action	
DEPARTMENT: Information Technology		<ul> <li>☐ Information Only</li> <li>☐ Public Hearing</li> <li>☐ Resolution</li> <li>☐ Ordinance</li> <li>☐ Regulatory</li> <li>☐ 1<sup>st</sup> Reading</li> <li>☐ 2<sup>nd</sup> Reading</li> <li>☐ Other</li> </ul>	
STAFF PRESENTER: Trenton Shaffer, IT Manager			
<b>SUBJECT:</b> Fibaire Communications, LLC, Broadband Services Agreement			
STRATEGIC PLAN REFERENCE: Community Vitality Economic Prosperity			
□ Leadership and Governance □ Partnership and Relationships ⊠ Transportation and Infrastructure □ Statutory □ None			

#### **RECOMMENDED MOTION/ACTION:**

Approval to enter into a Broadband Services Agreement for five-years with Fibaire Communications, LLC, dba: AireBeam.

#### BACKGROUND/DISCUSSION:

AireBeam was founded in 2004 by Judith and Gregory Friedman, its current owners and operators. The company began operations in Arizona City, under the trade name AZCI.net, and has grown steadily over the last 10 years. Today, their network covers approximately 5,000 square miles of Southern Arizona, including all of Pinal County, Maricopa County from Buckeye west through Tonopah, Prescott Valley and Benson. The company provides service to over 7,000 customers via its gigabit backbone network of more than 150 towers and access point locations. The company provides High Speed Broadband Internet services and VoIP Telephone services (via its owned VoIP Switch) to customers in Arizona. AireBeam, in addition to its primary high-speed fiber, is constructing the only "diverse" high speed fiber facilities in Pinal County. The facilities consist of two separate fiber paths from Casa Grande to the I/O Data Center in Phoenix, designed to provide service continuity if one of the circuits is cut or otherwise damaged.

In 2011, the company re-branded as AireBeam, a solidly profitable and debt free organization, funding its growth entirely from earnings. The company's customer base is made up of 97% residential and 3% commercial. AireBeam has two fiber POPs (point of presence), one in Casa Grande and one in Buckeye, each with redundant high bandwidth fiber from different providers.

AireBeam currently offers wireless broadband Internet services in the Florence area, but currently does not provide fiber services to the greater Florence area. AireBeam is looking to expand its fiber broadband services operation to Florence and has a commitment with Zayo to piggy-back on their existing unused fiber infrastructure running along Hunt Highway, Highway 287, and Highway 79.

AireBeam is requesting to provide these services to citizens, as well as provide the following services to the Town: a private fiber network between Town facilities, high speed Internet access at all Town facilities, wireless backhaul data links between Town facilities, use of their 72' bucket truck for our radio towers and other premises, and WiFi hotspots on Main Street and Heritage Park.

#### A VOTE OF NO WOULD MEAN:

A vote of no would mean that the Town will not enter in to a Broadband Services agreement with AireBeam. This will effectively reduce AireBeam's ability to provide fiber optic and broadband services to our citizens, as well as Town facilities. The Town would be responsible for installing and maintaining additional and costly fiber optic assets to provide similar services to Town facilities and smart city infrastructure.

#### A VOTE OF YES WOULD MEAN:

A vote of yes would mean that the Town will enter into a Broadband Services agreement with AireBeam for the next five years, the only financial impact being waived permit fees. The Town will benefit from a private fiber WAN (wide-area network) between all Town facilities, high-speed Internet at all Town facilities, wireless radio backhaul data services, access to a 72' bucket truck, and network infrastructure for future smart city initiatives. In addition, citizens will benefit from fiber-to-home broadband Internet services provided by AireBeam.

#### FINANCIAL IMPACT:

Waived permit fees

#### ATTACHMENTS:

Broadband Services Agreement

### BROADBAND SERVICES AGREEMENT BETWEEN THE TOWN OF FLORENCE AND FIBAIRE COMMUNICATIONS, LLC c/b/a AIREBEAM

This Broadband Services Agreement (the "Agreement") is effective as of the \_\_\_\_\_ day of \_\_\_\_\_ 2018, by and between the Town of Florence, an Arizona municipal corporation (the "Town") and FibAire Communications, LLC c/b/a AireBeam ("AIREBEAM"), a Limited Liability corporation incorporated and existing under the laws of the State of Arizona. Town and AIREBEAM may be referred to in this Agreement collectively as the "parties" and each individually as a "party".

#### WITNESSETH

WHEREAS, the Town is authorized to grant and renew agreements for the installation, operation and maintenance of broadband services systems within the Town's boundaries by virtue of (i) Federal and State statutes, (ii) the Town's police powers, and (iii) the Town's authority over its public rights-of-way; and

WHEREAS, AIREBEAM has requested approval of the Town for a non-exclusive Agreement (hereinafter the "Agreement") to construct, operate and maintain a broadband services system within the Town; and

WHEREAS, the Town Council determines that it would serve the public interest of the citizens of the Town to approve granting AIREBEAM a Broadband Services Agreement; and

WHEREAS, AIREBEAM wishes to enter into an Agreement, and the Town is willing to grant one, subject to the terms and conditions hereinafter set forth; and

WHEREAS, the Town is the owner of communications facilities located in the Town of Florence, Pinal County, State of Arizona, as described in the attached Exhibit "A" ("Premises"); and

WHEREAS, AIREBEAM, desires to use the Premises described in the attached Exhibit "A" ("Premises") to install, maintain and operate on such premises the Broadband System and Services Equipment, as defined below, including radio communications equipment, antennas and appurtenances for use in providing broadband services to its customers.

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

#### **BROADBAND SERVICES AGREEMENT**

#### Section 1. Definitions

For the purposes of this Agreement, the following terms, phrases, words, abbreviations, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future; words in the plural include the

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singular and words in the singular included the plural. The word "shall" is always mandatory and not merely directory.

A. "Broadband Services" shall mean high-speed communications services that offer internet connectivity and any services transported over AIREBEAM's broadband facilities, such as Streaming Video and Voice over IP Services.

B. "Broadband System" shall include, but is not limited to, lines, poles, towers, wires, cables, conduits, transmission lines, transformers, switches, communications lines, antennas, microwave radios and other similar equipment and facilities used to provide Broadband Services, including the Wide Area Network.

C. "Code" or "Town Code" shall mean the Florence Town Code as from time to time amended.

D. "Downstream" shall mean signals originating at the Headend or hubs and transmitted to Subscribers.

E. "Equipment" shall mean any tangible asset used to install, repair or maintain the Facilities in any Public Way.

F. "Facilities" shall mean the equipment, boxes, cabinets, wires, pipe, conduit, cable, pedestals, antenna, and other appurtenances.

G. "Hazardous Substances" shall mean polychlorinated biphenyls, asbestos and asbestos containing materials, and any material, substance or waste, which if released to the environment in amounts or concentrations above criteria established by any federal, state or local laws and regulations, may result in harm to the public health or safety or adverse effects on the environment.

H. "Headend" shall mean any facility for signal reception and dissemination on a Broadband System, including cable, antennas, wires, satellite dishes, monitors, switches, modulators, processors for television broadcast signals and the facility, including antennas and associated electronics which receives, controls, and switches the electronic information transmitted over the Broadband System.

I. "Node" shall mean an electrical or data transmission signal distribution locale or facility or a branching or exchange point. In the case of fiber optics, this may be a fiber optic patching facility, aerial splice case or handhole/manhole suitable for splicing of fiber optic cable.

J. "Person" shall mean any person, firm, partnership, association, corporation, company or organization of any kind other than the Town.

K. "Public Emergency" shall mean any condition which, in the opinion of Town officials, poses an immediate threat to the lives or property of the citizens of Florence or others caused by any natural or man-made disaster, including but not limited to, storms, floods, fire, accidents, explosions, major water main breaks, hazardous material spills, etc.

L. "Public Ways" means all roads, streets, alleys and all other dedicated public rightsof-way and public utility easements of the Town.

M. "Reasonable Notice" shall mean the following: Unless otherwise defined herein, reasonable notice means the delivery of written notice to the other party at least thirty (30) days prior to the action proposed as a result of the alleged defect, situation or default. In the event of any emergency that poses an immediate risk of harm to the health, safety, welfare or property of the residents of the Town, reasonable notice shall be as soon as practicable under the circumstances.

N. Remote Terminal" shall mean a service cabinet capable of offering Broadband Services to Subscribers.

O. "Standard Drop" shall mean the Broadband Service line from a Remote Terminal cabinet to the customer's residence or building. A standard drop shall exclude custom installation work, which shall include but not be limited to extensive asphalt construction, concrete jacking, tree trimming and specific customer requested work that requires non-standard inventory or cable routing.

P. "Subscriber" shall mean a person or user of the Broadband System who elects to subscribe to and lawfully receives Service with AIREBEAM'S express permission.

Q. "Upstream" shall mean the transmission of signals through the Broadband System from Subscribers to the Headend or hubs.

R. "WAN" or "Wide Area Network" shall mean a geographically distributed private telecommunications network that interconnects multiple local area networks. A WAN may include but not be limited to connections to Town facilities, buildings, colocation facilities, cloud services and other facilities.

#### Section 2. Non-Exclusive Right to Install

Subject to the provisions of this Agreement, the Town Code, Arizona and federal A. law, the Town hereby grants to AIREBEAM permission to use the designated portions of the Public Ways subject to and conditioned upon AIREBEAM'S full, timely, complete and faithful performance of all obligations to be performed or required hereunder by AIREBEAM, and AIREBEAM hereby accepts the terms and conditions of this Agreement. The Town hereby grants to AIREBEAM the authority and permission to engage in the business of operating and providing a Broadband System, including Wide Area Network, in the Town, and for that purpose to erect, install, solicit, construct, repair, replace, reconstruct, maintain and retain Facilities, including a Wide Area Network, in, on, over, under, upon, across, and along any Public Ways as may be necessary or appurtenant to the Broadband System. AIREBEAM may also so use, operate and provide similar facilities or properties rented, licensed or leased from other persons, firms or corporations, including but not limited to any public utility or any licensee licensed or permitted to do business in the Town. The service area for the Broadband System shall be the current incorporated boundaries of the Town and any future annexations by the Town. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions on which the Town can grant a license, to the extent possible, the terms and conditions of this Agreement shall control. At all times the terms and conditions of this Agreement shall be reasonably construed to be in conformance with all the federal, state and local laws and regulations.

B. The grant of authority to operate a Broadband System in the Town and the right to use and occupy the Public Ways for the purposes herein set forth shall not be exclusive. The Town reserves the right, in its discretion, to grant other agreements or licenses to other broadband providers. This grant is not exclusive, and nothing herein contained shall be construed to prevent the Town from granting other like or similar grants or privileges to any other person, firm or corporation, or to deny to or lessen the powers and privileges granted Town under the Constitution and laws of the State of Arizona. Any and all rights granted AIREBEAM shall be subject to the prior and continuing right of Town to use the Public Ways exclusively or concurrently, with any other person or persons, and to manage Town's own facilities. Any and all rights to occupy the Public Ways granted to AIREBEAM shall also be subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims to title which may affect public property. Nothing in this Agreement shall be construed to grant, convey, create or vest a perpetual real property interest in land to AIREBEAM, including any fee or leasehold interest, easement, or any franchise rights. AIREBEAM shall not install any poles in the Public Ways.

C. Any privilege claimed under this Agreement in any public street or other public property shall be subordinate to any prior or subsequent lawful occupancy or use thereof by the Town or any other governmental entity and shall be subordinate to any prior lawful occupancy or use thereof by any other person as well as any prior easements or licenses therein. Nothing in this Agreement shall be deemed to extinguish or otherwise interfere with property rights established independently of this Agreement.

AIREBEAM shall be subject to all requirements of the Town's rules, regulations and specifications, as well as all applicable state and federal laws and regulations. The Town reserves the right to adopt or amend its ordinances and policies, rules, regulations and specifications to require additional or greater standards of construction, operation, maintenance or otherwise pursuant to the Town's police powers provided, however, that such additional or modified regulations, ordinances, rules, policies and specifications shall be reasonable and not materially modify the terms of this Agreement or AIREBEAM's obligations.

D. This Agreement shall not constitute a waiver or bar to the exercise of any governmental right or power of the Town, whether now existing or hereafter granted. AIREBEAM'S use and occupation of the Public Ways shall in all respects conform to all and each of the following provisions:

E. Permitted Uses. AIREBEAM shall use the portions of the Public Ways solely for the uses allowed under this Agreement and shall conduct no other activity at or from those designated portions of the Public Ways where AIREBEAM has its Broadband System and WAN as shown on the map submitted to the Town. All other uses of the Public Ways are prohibited. The permitted uses are limited to the following:

- (1) Constructing, maintaining, repairing and operating the Facilities as described in this Agreement.
- (2) Such additional uses for which Town may give consent from time to time. Such additional uses may only be conducted following the Town's giving to AIREBEAM notice of such consent. Town may terminate or impose conditions

and limitations on such consent from time to time in Town's sole and absolute discretion.

F. There is hereby reserved to Town every right and power required pursuant to this Agreement to be herein reserved or provided by any lawful ordinance, and AIREBEAM by its execution of this Agreement agrees to be bound thereby and to comply with any lawful action or lawful requirements of the Town in its exercise of such rights or power, heretofore or hereinafter enacted or established. Neither the granting of any Agreement nor any provision hereof shall constitute a waiver or bar to the exercise of any lawful governmental right or power of the Town provided, however, that such exercise of any right or power shall be reasonable and not materially modify the terms of this Agreement or AIREBEAM's obligations

G. By executing this Agreement, Town does not waive any rights that it may have against any public utility or other property owner to require that such owners obtain prior approval from the Town for such uses of their property or facilities, or that revenues received by an public utility or other property owner from AIREBEAM, by virtue of AIREBEAM'S use of their property or facilities, be included in the computation of any use agreement fees owed by such parties to the Town.

H. Nothing in this Agreement shall be construed to prevent the Town from abandoning, altering, improving, repairing, or maintaining its facilities and/or the Public Ways, and for that purpose to require AIREBEAM, at no expense to the Town, to remove, relocate, or abandon in place AIREBEAM'S Facilities in order to accommodate the activities of the Town. The Town shall not be liable for lost revenues sustained by AIREBEAM, however caused, because of damage, modification, alteration, or destruction of the Facilities in the Public Ways, when such costs or lost revenues result from the construction, operation, and/or maintenance of Town's facilities and/or Public Ways.

AIREBEAM shall be subject to all requirements of Town's rules, regulations and I. specifications heretofore or hereafter enacted or established, and shall comply with all applicable state and federal laws and regulations heretofore or hereafter enacted or established. Town reserves the right to amend its ordinances to require additional or greater standards of construction, operation, maintenance or otherwise pursuant to the Town's police powers or as provided in this Agreement provided, however, that such additional or amended regulations, ordinances, rules, policies and specifications shall be reasonable and not materially modify the terms of this Agreement or AIREBEAM's obligations If any state or federal law or regulation shall require AIREBEAM to perform any service, or shall permit AIREBEAM to perform any service, or shall prohibit AIREBEAM from performing any service in conflict with the terms of this Agreement or any law or regulation of the Town, then as soon as possible following knowledge of such conflict, AIREBEAM or the Town shall notify the other party of the conflict believed to exist between such state or federal law or regulation and the laws or regulations of the Town. The grant of the rights under this Agreement shall not relieve AIREBEAM of any obligation involved in obtaining pole space from any department of the Town, utility company or from others maintaining poles in the Public Ways. Facilities that AIREBEAM uses to provide Broadband Services shall meet all undergrounding requirements imposed by the Town, unless it is technologically impossible for specific above ground equipment to function properly if placed underground.

J. <u>Construction</u>. AIREBEAM shall comply with all requirements of the Town of Florence utility permit and construction manual and associated rules and regulations. AIREBEAM shall have the full responsibility and liability for traffic control for this project and shall obtain

approval for all traffic plans at least one week prior to beginning work under this Agreement. The cost for any traffic control shall be AIREBEAM'S responsibility.

K. <u>Hazardous Substances</u>. AIREBEAM and its affiliates shall comply with all applicable federal, state and local laws, statutes, regulations and orders concerning Hazardous Substances in or near the public rights-of-way. AIREBEAM shall inspect its Broadband System for compliance with federal, state and local laws, statutes, regulations and orders concerning Hazardous Substances. AIREBEAM shall be responsible for remediations, findings, penalties or fines imposed on AIREBEAM due to noncompliance with applicable federal, state and local laws concerning Hazardous Substances.

L. Reserved.

M. <u>Utility Locating System</u>. AIREBEAM and its contractors and subcontractors shall comply with A.R.S. 40-360.21 through 40-360.32 by participating as a member of the Arizona Blue Stake Center with the necessary records and persons to provide location service of its Facilities upon receipt of a locate call or as promptly as possible, but in no event later than two working days. A copy of the agreement shall be filed with the Town Engineer.

N. <u>Restoration of Property</u>. When AIREBEAM and/or its contractors or subcontractors cause any opening or alteration to be made for any purpose in any public streets, public places or property of third parties, the opening or alteration shall be completed and restored with due diligence within seven business days. AIREBEAM shall, upon completion of the opening or alteration, restore the property, improvements or landscaping disturbed by AIREBEAM or its contractors or subcontractors to a condition substantially comparable to the condition before the opening or alteration and the restoration shall be performed with due diligence within a reasonably prompt time. All costs for restoration shall be the responsibility of AIREBEAM, and the property owner will be justly compensated by AIREBEAM for any damages caused by the installation, construction, operation, or removal of AIREBEAM'S Facilities.

О. Removal of Abandoned Broadband System. If the use of a substantial part of the Broadband System is discontinued for any reason for a continuous period of twelve (12) months or if such Broadband System or property has been installed in any street or public place without complying with the requirements of this Agreement, or if this Agreement has been terminated, canceled, or has expired without renewal, AIREBEAM shall promptly, upon thirty (30) days' notice from the Town Manager, remove from the Public Ways or other public or private property all such property other than any underground property that the Town Manager may permit to be abandoned in place. Upon removal AIREBEAM shall promptly restore such Public Ways to a condition reasonably acceptable to the Town Manager. Any property remaining in place one hundred eighty days after notice from the Town Manager shall be at the option of the Town, considered permanently abandoned. The Town may extend such time in its sole discretion. Any property abandoned in place shall, at the election of the Town Manager, be removed by AIREBEAM at AIREBEAM's expense, and the Public Way or other public or private property shall be restored to a condition reasonably acceptable to the Town Manager. Upon permanent abandonment of the property in place it shall become property of the Town and AIREBEAM shall execute and deliver such documents, in a form acceptable to the Town Attorney transferring ownership to the Town. Nothing herein shall require the Town to permit abandonment in place.

P. <u>Emergency Work</u>. Town reserves the right to move, remove or damage any portion of AIREBEAM'S equipment and Facilities as may be required in any Public Emergency as determined by the Town. In such event, neither the Town nor any agent, contractor or employee

thereof shall be liable to AIREBEAM or its subscribers or third parties for any damages caused them or the Facilities, such as for, or in connection with, protecting, breaking through, moving, removing, altering, tearing down, or relocating any part of the Broadband System. Prior to taking any actions pursuant to this section, the Town shall provide, if feasible, reasonable notice to AIREBEAM of the Public Emergency.

Q. AIREBEAM shall not be excused from complying with any of the terms and conditions of this Agreement by any failure of the Town upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions.

#### Section 3. Area of Operation

A. Subject to the lawful exercise of the police power heretofore or hereafter granted to the Town, AIREBEAM shall have the right to construct, operate, and/or maintain, in, on, along and under the Public Ways of the Town, wires, cables, remote terminal cabinets, underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operation in the Town of a Broadband System at such locations designated by AIREBEAM and approved by the Town's Public Works Director acting in the exercise of his or her reasonable discretion consistent with the Town's technical and permitting regulations.

B. The Town acknowledges that above ground utilities are present throughout the Town and are therefore typically permissible. If necessary, the Town of Florence may require undergrounding at its sole discretion, after consultation with AIREBEAM.

#### Section 4. Acceptance; Effective Date; Term

A. After the Town has taken final action to approve this Agreement, AIREBEAM will file its acceptance with the Town by countersigning this Agreement. Such acceptance will acknowledge that AIREBEAM agrees to be bound by and to comply with the provisions contained herein. The date that AIREBEAM countersigns this Agreement shall be the Effective Date.

B. The Agreement granted herein will take affect and be in full force from and after the Effective Date and shall continue in full force and effect for a period of five (5) years (hereinafter the "Initial Term"), unless terminated sooner in accordance with the provisions of this Agreement. The Initial Term shall be extended by up to two (2) five-year extensions (each an "Extended Term") unless either party notifies the other not later than six months prior to the end of the Initial Term or the first Extended Term that the Agreement will not be extended.

#### Section 5. Conditions on use of Streets and Roads

Prior to any construction, repair or replacement of facilities in the Town right-of-way, a permit for such work must be obtained from the Town. As part of this Agreement, no fee will be charged for permits, but the permitting process will allow Town staff to be informed of such work and to provide the necessary scheduling of inspections of work in the Town right-of ways.

#### Trimming/Cutting Trees

AIREBEAM shall have the right to trim and keep clear of its poles, wires, cables, underground conduits, manholes and other conductors and fixtures, the trees in and along the Public Ways, provided that AIREBEAM gives prior written notice to the Town Manager or his designee. In the exercise of such right, AIREBEAM shall not cut or otherwise injure any trees to

any greater extent than is reasonably necessary and AIREBEAM shall comply with the Manual on Uniform Traffic Control Devices and any and all traffic ordinances, rules and regulations.

#### Restoring Streets, Sidewalks, Driveways, Landscaping and Other Property

AIREBEAM shall restore, reconstruct, or repair any public place, private or public property or Public Ways, including but not limited to streets, sidewalks, driveways, landscaping and other similar items, as well as any sewer, gas, effluent, water main, pipe, or fire alarm, disturbed, altered, opened, or destroyed by the exercise of any right granted to AIREBEAM by this Agreement. All repair and restoration necessary to meet the requirements set forth in this Section 5, as well as any and all claims for compensations from third parties as a result of work performed by AIREBEAM, its affiliates, or its contractors shall be promptly commenced at AIREBEAM'S sole expense and shall be performed in a manner and with means reasonably acceptable to the Town. Unless otherwise permitted by the Town, AIREBEAM shall complete such restoration with seven (7) business days following the commencement of restoration. In the event that the Town determines that AIREBEAM has not made such restoration, reconstruction, or repair in a reasonably satisfactory manner or in a reasonable time, the Town, after giving AIREBEAM no less than ten (10) days' notice and opportunity to correct such failure, shall have the right to carry out such restoration, reconstruction or repair. The Town may draw upon the letter or credit, performance bond or other security posted by AIREBEAM for any failure to promptly reimburse the Town for such expenses.

#### Safety

AIREBEAM shall at all times employ ordinary care in accordance with the Town Code and shall install and maintain in use commonly accepted methods and devices for preventing failure and accidents which are likely to cause damage, injuries, or nuisances to the public, to public property and to private property. All structures and all lines, equipment, and connections in, over, under, and upon the Public Ways, shall at all times be kept and maintained in a safe, suitable, substantial condition, and in good order and repair. Any opening or obstruction in the streets shall be guarded and protected at all times by placement of adequate barriers, fences, or boarding, the bounds of which will be clearly designated by appropriate warning lights or other warning permitted or required by the Town's standards and regulations. AIREBEAM shall have full responsibility for any traffic control required by its work, subject to the Town's approval of traffic control plans and practices. The cost for any fees for traffic control shall be the responsibility of AIREBEAM.

#### Compliance with Applicable Laws

AIREBEAM shall install and maintain its wires, cables, fixtures, and other equipment in accordance with applicable law, any building codes, or other construction standards imposed by the Town or other regulatory agency and in an applicable manner as shall not interfere with any installations or operations of the Town or of any public utility serving the Town.

#### Temporary Moving of Wires

AIREBEAM shall, on the request of any person holding a building permit issued by the Town, temporarily relocate facilities to permit the moving of buildings, water, effluent, or sewer lines, or Public Ways. Except where the Town is the requesting party as a result of a project initiated or requested by the Town, the expense of such relocation shall be paid by the Person requesting the same, and AIREBEAM shall have the authority to require such payment. AIREBEAM shall be given not less than five (5) business days' notice to arrange for such relocation. Where the Town is the requesting party the expenses of such temporary relocation shall be at the sole expense and cost of AIREBEAM.

#### Inspection

The Town shall have the right to inspect all construction or installation work performed in, over, under and upon the Public Ways, subject to the provisions of this Agreement and make such inspections as it shall find necessary to insure compliance with the terms of this Agreement.

Location of Distribution Lines-Poles/Underground Cable

Location of any AIREBEAM pole or structure shall be removed or modified by AIREBEAM whenever the Town determines that such removal or modification is necessary for a public purpose or Public Emergency.

#### Moving of AIREBEAM Property

AIREBEAM will, upon reasonable notice from the Town, protect, support, temporarily dislocate or temporarily or permanently relocate its property in the Public Ways, at no cost or expense to the Town, when required by the Town or State for a public purpose, whether governmental or proprietary in nature, such as traffic conditions, public safety, street closing or abandonment, sewer construction, highway or street construction, change or establishment of street grade, or any other types of structures or improvements. All expenses in the moving of such property shall be at the sole cost and expense of AIREBEAM.

#### Backup Power

AIREBEAM shall not use a permanent or semi-permanent internal combustion engine (such as gasoline or natural gas powered electric generator) to provide backup power at any point or points on the Broadband System (other than inside buildings or on land owned in fee by AIREBEAM or its affiliate) without the Town's prior written approval, which approval shall not be unreasonably withheld.

#### Section 6. **Construction and Operation**

A. AIREBEAM promises and guarantees, as a condition of exercising the privileges granted by this Agreement, that any affiliate of AIREBEAM directly involved in the offering of Broadband Service in the Town or directly involved in the management or operation of the Broadband System in the Town, will also comply with the obligations of this Agreement. To the extent AIREBEAM constructs and installs Facilities in the Public Ways, such installation shall be subject to the terms and conditions contained herein.

B. AIREBEAM may enter into any agreement with developers, property owners, or residents to serve areas not required to be served, provided that such agreement shall be consistent with the terms of this Agreement.

C. All installation and maintenance by AIREBEAM of electronic equipment shall be in accordance with the applicable sections of the current edition of the National Electric Safety Code and all State as well as all applicable County and Town codes, ordinances and regulations. D. All working facilities, conditions, and procedures, used or occurring during construction and maintenance of the Broadband System shall comply with the standards of the Occupational Safety and Health Administration.

E. Construction, installation and maintenance of the Broadband System shall be performed in an orderly and workmanlike manner, and in close coordination with public and private utilities serving the Town following accepted construction procedures and practices and working through existing committees and organizations.

F. Any antenna structure used in the Broadband System shall comply with construction, marking and lighting of antenna structure required by the United States Department of Transportation. AIREBEAM shall obtain a special use permit from the Town prior to the installation of any such antenna structure.

G. AIREBEAM will not interfere with television reception of persons not served by AIREBEAM, nor will the Broadband System interfere with, obstruct or hinder in any manner, the operation of the various utilities serving the residents within the confines of the Town. Specifically, AIREBEAM shall not interfere obstruct or hinder in any manner, the Town's communications systems, water system, sewer system, fire department system, police department system, public works systems or court system.

#### Section 7. Customer Service

A. AIREBEAM shall obtain and maintain sufficient telephone lines and staffing so as not to delay unreasonably the answering of any telephone call, and shall adjust AIREBEAM'S staffing as necessary, with respect to special events which may reasonably be expected to increase call volume.

B. AIREBEAM shall provide a separate phone number and email address of a management level person for the Town to contact on customer service related matters, any such calls by the Town or by customers shall be returned as promptly as possible and must be returned within one (1) business day. On any complaints provided by the Town to such contact AIREBEAM shall, within three (3) business days provide the Town, in writing, with a response and plan of resolution relating to such complaint.

#### Section 8. Conduct of Operations

AIREBEAM will render efficient Broadband Service, make repairs promptly, and interrupt Broadband Service only for good cause and for the shortest time possible. AIREBEAM will use reasonable efforts to assure that such interruptions will occur during periods of minimum systems use and shall use reasonable efforts to notify the Town and any subscribers of planned interruptions. AIREBEAM shall provide the Town with prompt notice of any known interruptions as well as a good faith estimate of the anticipated interruption time.

#### Technical Quality

AIREBEAM shall maintain all upstream and downstream access services, channels and interconnections, if any, at the same level of technical quality and reliability required by this Agreement and all other applicable federal laws, rules and regulations for subscribers. AIREBEAM shall provide routine maintenance and shall repair and replace all transmission

equipment including radios, channel modulators, associated fiber and equipment, required to carry signal quality to and from AIREBEAM facilities for the access provided under this Agreement.

**Radio Frequencies** 

- a. Wireless components on the broadband system shall operate in frequencies of 907MHz, 912MHz, 917MHz, 922MHz, 2.4-2.5GHz (ISM), 5.150-5.250HZ, 5.250-5.470-5.725GHZ, 5.350GHz, 5.250-5.470GHZ, 5.725-5.850GHz, 5.850-24-24.25Ghz (Unlicensed Frequencies), 1.1GHz, 6GHz, 11GHz, 5.925GHz 18GHz, and 24GHz(Licensed Frequencies as assigned and authorized by the FCC. Use of any other frequencies must receive the Town's prior written approval and shall be subject to the radio frequency section of this Agreement. Provided, such other frequencies are allowable under the radio frequency and non-interference sections of this Agreement, the Town's approval shall not be unreasonably withheld, delayed, or conditioned. The Town uses the frequencies of 800 MHz to provide emergency service communications, 2.4GHz Motorola Canopy cluster to provide security camera mobility, 4.9GHz Ceragon to provide public safety connectivity, 5.4 GHz, 5600 MHz Redline backhaul to provide connectivity to the Town network, 24GHz for the Town South Waste Water Treatment Plant and 5.810MHz, 5.735MHz for the CAC College -- Distance Learning program. The Town shall not grant, after the Agreement Effective Date, a lease, license or any other right to any third party to use the Premises, or any portion thereof, if such use may interfere with AIREBEAM'S use of the Premises under this Agreement. The Town will work with AIREBEAM to coordinate any other intended use of any of the frequencies authorized hereunder for AIREBEAM'S use prior to granting a lease or use permit for the Premises to any other entity.
- b. AIREBEAM and the Town agrees that their operations and Equipment will not cause radio frequency interference to any communications systems used by either party, whether on or off the Premises, and whether in operation at the Effective Date of this Agreement or installed at any time during the term of this Agreement. In addition to the foregoing, AIREBEAM and the Town agree that their operations shall not cause interference to any other existing communications systems. Should AIREBEAM'S of the Town cause interference to any communications systems described herein, and such interference cannot be corrected within seventy-two (72) hours, interfering Equipment shall be disconnected from the power source and remain disconnected until such interference is corrected. In the event of such disconnection, either party shall have the right to terminate this Agreement upon thirty (30) days written notice.
- c. Physical Interference. AIREBEAM shall not interfere with the Town or other colocated users access to the Premises. Any such interference with access shall be removed within five (5) calendar days of written notification from the Town.

#### Section 9. Town Connections

AIREBEAM shall not be obligated to build its Broadband System or install access distribution points for the sole purpose of providing service to Town offices and buildings.

Provided, however, that if AIREBEAM builds its Broadband System and distribution points in a way that can provide service to Town offices and buildings AIREBEAM shall provide both basic Broadband Services and a private Wide Area Network to existing or future Town offices or buildings, at no charge to the Town, provided that the Town office or building is not already receiving similar services from another licensed broadband provider.

AIREBEAM shall provide two (2) WiFi "hotspots", one at Florence Heritage Park and one on Main Street in Florence, Arizona, as depicted in **Exhibit "B**" hereto.

AIREBEAM shall act as a wireless network consultant for the Town and agrees to build and maintain wireless backhaul links between Town's facilities (where line of sight permits) using wireless equipment provided by the Town

AIREBEAM shall make its 72' & 85' bucket trucks available to the Town as needed, at no cost to the Town. AIREBEAM is insured both for liability and property damage, however, the Town agrees to provide insurance coverage for its own property and employees who may be using the bucket truck (while operated by AIREBEAM employees) and to hold AIREBEAM harmless from any liability arising out of the use of the bucket truck, unless such liability is occasioned by the negligence of AIREBEAM.

AIREBEAM shall at all times provide a minimum network connection speed of 1Gbps/1Gbps or greater to any and all Town offices and buildings connected to Fiber Optic systems on the Broadband Service.

AIREBEAM shall provide, without charge, a minimum of four (4) static IPv4 addresses for sole use by the Town on the Fiber Optic Broadband Service for the purpose of hosting web services. AIREBEAM shall support multiple VLANs, TCP/UDP ports, VoIP traffic, and QOS from the Town network and shall not inspect or otherwise interfere with Town network transmissions on the Fiber Optic Broadband Service.

#### Section 10. **Premises and Radio Towers**

The Town authorizes AIREBEAM to attach its communications Equipment and AIREBEAM accepts the right from the Town to attach such Equipment to the properties described in **Exhibit "A"** as the "Premises". This Agreement does not waive AIREBEAM'S obligation to obtain any other permits, authorizations, licenses or any other authority that may be required to implement AIREBEAM'S Broadband System and Services. AIREBEAM must acquire any other permits as required to implement its system and services from the appropriate entity.

#### Use of Premises

AIREBEAM shall use the Premises described in **Exhibit "A"** ("PREMISES") to install, maintain and operate the Broadband System and Services Equipment, antennas and appurtenances (the "Equipment") described in **Exhibit "C"** and for no other purpose. Over the term of this Agreement, should the need arise to provide service to customers in Florence who can be best served if additional existing premises belonging to the Town are made available to AIREBEAM, the Town agrees to negotiate such access in good faith with AIREBEAM, however the Town retains sole discretion in granting such access. AIREBEAM shall, at its expense, comply with all

present and future federal, state, and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, safety, radio frequency emissions, and radiation) in connection with use, operation, maintenance, construction and/or installation of the Premises. No materials may be used in the installation of the antennas, lines or Equipment that will cause corrosion or rust or deterioration of the Premises or its appurtenances. All Equipment installed by AIREBEAM must color match the Premises. All installations of Equipment must be undertaken in the presence of an employee of the Town's Information Technology Department to ensure proper installation.

#### Use of Radio Towers

AIREBEAM shall use the Radio Towers described in **Exhibit "A"** ("RADIO TOWERS") to install, maintain and operate the Broadband System and services Equipment, antennas and appurtenances (the "Equipment") described in **Exhibit "C"** and for no other purpose. Over the term of this Agreement, should the need arise to provide service to customers in Florence who can be best served if additional existing radio towers belonging to the Town are made available to AIREBEAM, the Town agrees to negotiate such access in good faith with AIREBEAM, however the Town retains sole discretion in granting such access. AIREBEAM shall, at its expense comply with all present and future federal, state, and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, safety, radio frequency emissions, and radiation) in connection with use, operation, maintenance, construction and/or installation of the Radio Towers. No materials may be used in the installation of the antennas, lines or Equipment that will cause corrosion or rust or deterioration of the Radio Towers or their appurtenances. All installations of Equipment must be undertaken in the presence of an employee of the Town's Information Technology Department to ensure proper installation.

#### Fees

AIREBEAM shall pay, as they become due and payable, all fees, charges, taxes and expenses required for licenses and/or permits required for or occasioned by AIREBEAM'S use of the Premises. AIREBEAM shall bear reasonable costs that are associated with damage caused to public streets, road and alleys by construction, maintenance and operation of its Facilities in the public streets, roads and alleys and on poles or towers in the Public Ways. Such costs are not to be offset. AIREBEAM shall pay all fines, fees, charges or damages for breach of the terms and conditions of this Agreement. Fees required by this Agreement shall be in addition to any and all taxes of a general nature and not applicable solely to service operations within the Town or other fees or charges which AIREBEAM shall be required to pay to the Town or to any state or federal agency or authority, as required herein or by law, all of which shall be separate and distinct obligations of AIREBEAM.

#### Section 11. Insurance, Indemnification, Letter of Credit, and Performance Bond

#### Defense and Indemnification

AIREBEAM shall fully defend, indemnify, and hold harmless the Town, its officers, boards, commission, elected officials agents, officers, attorneys, representatives, agents, servants, and employees (for purposes of this Section 11.A, the "Town") against any and all costs damages, expenses, claims, suits, actions, liabilities and judgments for damages including but not

limited to expenses for legal fees (a "Claim"), whether suit be brought or not and any all disbursements and liabilities incurred, assessed, or assumed by the Town in connection with:

a. Damages to persons or property in any way arising out of or through the alleged acts or omissions of AIREBEAM its servants, officials, agents, affiliates, attorneys, representatives, servants or employees;

b. Requests for relief arising out of any alleged action or inaction by AIREBEAM which results in a claim for invasion of privacy, defamation, for the violation of any copyright, trademark, trade name, service mark or patent, or of any other right of any person, firm, or corporation;

c. Any and all claims arising out of or alleged to have arisen out of AIREBEAM's failure to comply with the provisions of this Agreement or any federal, state or local law, or any regulation applicable to AIREBEAM or the Broadband System; or

d. Any and all disputes arising out of a claim by any party other than the Town or AIREBEAM wherein damages or other relief is sought (a) as a result of the Town's Agreement with AIREBEAM or (b) as a result of the renewal or non-renewal or non-renewal of AIREBEAM's Agreement to provide services within the Town;

provided, however, that AIREBEAM's indemnification obligation shall not apply to any Claim or element of a Claim to the extent caused by the gross negligence or willful misconduct of the Town.

The Town shall cooperate with AIREBEAM and reserves the right to participate in the defense of any claim or litigation. If a lawsuit or claim covered by this Section A be brought against the Town, either independently or jointly with AIREBEAM, or with any other person or municipality or entity, AIREBEAM shall defend the Town at AIREBEAM's sole cost and expense. If a judgment is entered against the Town, AIREBEAM shall indemnify the Town and pay such judgement and all costs and shall satisfy and discharge the same. AIREBEAM shall not settle any matter to which indemnity may apply without the Town's written consent, which shall not be unreasonably withheld.

By accepting the rights conferred in this Agreement the Town is in no manner waiving any governmental immunity it may enjoy or any immunity on behalf of its agents, officials, servants, attorneys, representatives or employees.

Insurance

AIREBEAM shall at all times during the term of the Agreement, at its own cost and expense, carry and maintain the insurance coverage listed below with insurers having a "Best's" rating of A-VII or greater;

e. Workers' compensation insurance with statutory limits as required in the State of Arizona. Employer's liability insurance with limits of not less than \$100,000 each accident.

f. Comprehensive Commercial General Liability insurance covering claims for bodily injury, death, personal injury or property damage occurring or arising out of the performance of this Agreement, including coverage for independent contractor's protection (required if any work will be subcontracted), premises-operations, products/completed, operations, unfair competition, copyright infringement, trademark, patent infringement, and contractual liability with respect to the liability assumed by AIREBEAM hereunder. The limits of the insurance shall not be less than:

Each Occurrence	\$2,000,000
Products-Completed Operations Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Copyright, Trademark, and Patent	\$1,000,000
Infringement All other perils	\$2,000,000
General Aggregate Limit	\$4,000,000

g. Comprehensive Automobile Liability Insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles used in connection with the performance of this Agreement, with limits of at least \$2,000,000 per occurrence for bodily injury and property damage. Coverage shall be at least as broad as the "any auto" coverage specified in the Insurance Service Office, Inc. Policy form CA 00 01 03 06 or any replacements of such form.

h. The insurance limits required herein may be obtained through any combination of primary and excess or umbrella liability insurance. AIREBEAM shall forward to the Town certificate(s) and endorsements of such insurance upon execution of this Agreement and upon any renewal of such insurance during the term of this Agreement. The certificate(s) and endorsements shall provide that (1) the Town; its officials, officers, representatives, agents, attorneys, servants and employees be named as additional insured(s); (2) forty-five (45) days prior written notice of cancellation of the policy(s) shall be provided to the Town, (3) coverage is primary and not excess of, or contributory with, any other valid and collectible insurance purchased or maintained by the Town. At the request of the Town Manager, the Town may increase the amount of coverage no more frequently than every three (3) years to reflect changes in the Consumer Product index to ensure full protection of the Town and public provided, however, that AIREBEAM shall have six (6) months from the date of notification to comply with any increase.

Performance Bond. Prior to receiving any permit to construct, install, maintain or perform any work on an public property, including but not limited to Public Ways, that requires a permit from the Town pursuant to applicable Town codes, AIREBEAM shall cause to be filed and maintain until either completion of the construction or termination of this Agreement, a performance bond in favor of the Town in the sum of Twenty Five Thousand and 00/100 Dollars (\$ 25,000.00 ) or an amount equal to 15% over the project engineers estimated cost, whichever is greater, to guarantee that AIREBEAM shall observe, fulfill and perform each and every term of this Agreement, comply with all applicable permits, and to assure that all Public Ways are restored to their original condition. In case of any breach of any condition of this Agreement, any amount of the sum in the bond, up to the whole thereof, may be forfeited to compensate the Town for any damages it may suffer by reason of such breach. Said bond shall be acknowledged by AIREBEAM as principal and shall be issued by a surety with an AM Best rating of A VII or better for the last four quarters. If AIREBEAM has completed the above construction and desires the bond released, the Town will inspect and must approve the construction prior to such release. However, a performance bond will be required for each subsequent or additional construction project and/or work on public property, including Public Ways.

i. The performance bond may be drawn upon the Town by presentation of a draft on sight on the lending institution, accompanied by a written certificate signed by the Town Manager certifying that AIREBEAM has been found to have failed to comply with the provisions of this Agreement after notice thereof and opportunity to cure within thirty (30) days following such notice stating the nature of the noncompliance for drawing upon the performance bond include, but are not limited to the following:

j. Failure of AIREBEAM to promptly repair or restore the Public Ways or any other public or private property damaged, opened, or altered by the actions of AIREBEAM or its contractors, subcontractors or agents.

k. Failure of AIREBEAM to defend the Town pursuant of this Section 11 or to pay, after exhaustion of judicial remedies, any amounts due and owing the Town or by the Town by reason of the indemnity provisions of this Section 11.

1. The performance bond shall be structured in such a manner so that if the Town at any time draws upon the performance bond upon notice to AIREBEAM by issuing institution, AIREBEAM shall immediately increase the amount of available credit to the extent necessary to replenish that portion exhausted by the honoring of the Town's draft. The intent is to make available to the Town at all times a performance bond in the amount of twenty-five thousand dollars (\$25,000).

#### Section 12. Fees and Taxes

If AIREBEAM requests the expedited review of any permits required for construction and inspection fees and if the Town agrees to such expedited review which it may do or withhold at its sole discretion, any and all costs associated with such expedited review shall be borne by AIREBEAM.

AIREBEAM shall bear all costs associated with damage caused to public streets, roads, alleys, landscaping, street lights, traffic signals, Public Ways, or other property, including private real and personal property, associated with the construction, repair, maintenance, and operation of its Facilities.

#### Section 13. Rates

AIREBEAM shall apply its rates in accordance with applicable law, and, to the extent required, with similar rates and charges for all subscribers receiving similar Broadband Service without regard to race, color, familial, ethnic or national origin, religion, age, sex, sexual orientation, marital, military or economic status, or physical or mental disability. Nothing herein shall be construed to prohibit AIREBEAM from:

- 1. The temporary reduction or waiving of rates or charges in conjunction with valid promotional campaigns of one (1) year or less;
- 2. The offering of reasonable discounts to senior citizens or economically disadvantaged citizens; or
- 3. The establishment of different and nondiscriminatory rates and charges and classes of service for commercial customers, as well as different nondiscriminatory monthly rates for classes of commercial customers as allowable by federal law and regulations.

#### Section 14. Records and Reports

Copies of all petitions, applications and communications submitted by AIREBEAM which are directly related to AIREBEAM operation of the Broadband System in the Town to any court or agency shall be submitted to the Town upon written request.

Once each year, upon request by the Town Manager, AIREBEAM shall brief the Town Manager of all major activities applicable to its operation within the Town during the preceding twelve-month period. At the briefing, AIREBEAM shall submit a report that details the number of subscribers served within the Town for each type of Broadband Service or bundled service offered, a detailed report of planned operations involving work within the Town's Public Ways during the next twelve-month period, and such other information as the Town Manager may reasonably request be provided during the briefing.

Unless restricted pursuant to state or federal law, AIREBEAM shall at all times keep full and compete plans and records showing the exact location of all Broadband System equipment installed or in use in the Public Ways or other public or private property within the Town and make them available for the Town for review upon request. AIREBEAM shall provide to the Town, upon the request of the Town Manager, maps showing the location of all facilities in the Public Ways in an electronic format compatible with the Town's electronic format.

#### Section 15. Termination; Cancellation

Each party hereto reserves the right, after notice to the other party and the opportunity of the other party to cure any alleged violation of this Agreement within thirty (30) days following

notice of the act or omission that breaches any term of condition of this Agreement, to terminate and cancel this Agreement and all rights and privileges hereunder in the event that the other party:

- a. Willfully fails to reasonably carry out any provision of or obligation under this Agreement.
- b. Becomes insolvent, unable or unwilling to pay its debts, or is adjudicated bankrupt.

Such termination and cancellation shall be by resolution duly adopted after sixty (60) days' notice to the breaching party.

#### Section 16. Force Majeure

With respect to any provision of this Agreement the violation or noncompliance with which could result in the imposition of a financial penalty, forfeiture or other sanction upon AIREBEAM, or which allows for termination by either party under Section 15, such violation or noncompliance shall be excused where such violation or noncompliance is the result of Acts of God, war, civil disturbance, strike, or other events, the occurrence of which was not reasonably foreseeable by AIREBEAM and is beyond AIREBEAM's reasonable control.

#### Section 17. Emergency Work

The Town reserves the right to move, remove, or damage any portion of AIREBEAM's or its Affiliates equipment and facilities as may be required in an emergency as determined by the Town. In such event neither the Town nor any agent, contractor or third parties will be responsible for any damages caused. Prior to taking any action pursuant to this Section the Town shall provide, if feasible, reasonable notice to AIREBEAM of the emergency to allow AIREBEAM the opportunity to protect or repair its facilities involved in the emergency.

#### Section 18. Representations and Warranties.

AIREBEAM expressly represents and warrants that upon accepting this Agreement it did so rely on its own investigation and understanding of the power and authority of the Town to grant this Agreement and its own review, investigation, and understanding of the permissible provisions of the Agreement under all state and federal laws and regulations.

AIREBEAM represents and warrants that it has not been induced to enter into this Agreement by any understanding or promise or other statement whether verbal or written by or on behalf of the Town or by any third person concerning any term or condition of this Agreement not expressed herein or in state or federal law.

AIREBEAM represents and warrants that it has the power and authority to enter into this Agreement by and through the representative who has signed this Agreement on its behalf, and that it has the power and ability to do all the acts required of it.

AIREBEAM represents and warrants that it accepts this Agreement and all of its provisions willingly, without coercion, undue influence, or duress. AIREBEAM has not misrepresented or omitted material facts, has not accepted this Agreement with the intent to act contrary to the

provisions herein, and represents and warrants that so long as it operates the Broadband System, it will be bound to the terms and conditions of this Agreement.

AIREBEAM acknowledges that it was represented throughout the negotiations of this Agreement by attorneys of its own choosing and has opportunity to consult with its own attorneys about its rights and obligations regarding this Agreement.

#### Section 19. Miscellaneous

A. The right is hereby reserved by the Town to adopt, in addition to the provisions contained herein and in existing applicable resolutions, such additional regulations, ordinances, rules, policies and specifications as it shall find to be in the best interests of the Town, provided, however, that such additional regulations, ordinances, rules, policies and specifications shall be reasonable and not materially modify the terms of this Agreement or AIREBEAM's obligations.

B. If any section subsection, sentence, clause, phrase or portion of the Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

C. The Town acknowledges that acceptance of the terms and conditions of this Agreement will not constitute, or be deemed to constitute a waiver, either expressed or implied, by AIREBEAM of any constitutional or legal right which AIREBEAM may have or may be subsequently determined to have either by current or subsequent legislation under applicable Federal and State constitutions and law.

D. AIREBEAM acknowledges that this Agreement is subject to A.R.S. § 38-511.

E. It is mutually understood and agreed that the provisions of this Agreement are subject to applicable federal law, as well as any Arizona law not in conflict with such federal law. This Agreement shall be governed by the laws of the State of Arizona, both as to interpretation and performances. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in federal court or state court with venue in Pinal County, Arizona.

F. All notices or correspondence to the served upon the Town or AIREBEAM by the other party shall be in writing and delivered by first class mail, postage prepaid or by facsimile or by a national express mail service.

G. <u>Reservation of Rights</u>. Should the United States or the State of Arizona enact laws or regulations affecting this Agreement, then Town and AIREBEAM shall negotiate in good faith to amend this Agreement to the extent such laws or regulations require this Agreement to conform to the new laws or regulations prior to its expiration. Should a court of competent jurisdiction enter a final non-appealable order or judgment affecting this Agreement, then the Town and AIREBEAM shall amend the Agreement to conform to the order or judgment.

H. <u>Assignment</u>. This Agreement may not be sold, assigned or transferred without the written consent of the Town Council. The rights and privileges herein granted shall not be assigned nor transferable in any bankruptcy proceeding, trusteeship, receivership or by operation of any law. In the event of such assignment or transfer, this Agreement shall terminate forthwith, and AIREBEAM shall not sell, lease, assign or otherwise alienate this Agreement of any privilege hereunder without the prior approval of the Town Council.

I. <u>No Warranty</u>. This issuance of this Agreement, permit, license or other authorization by the Town is not a representation or warranty that such agreement, license, permit

or authorization is a legally sufficient substitute for a franchise, and is not a representation of warranty that a franchise is not required. AIREBEAM acknowledges and agrees that Town does not warrant the condition or safety of its right-of-way, the area surrounding the same, or the Premises and AIREBEAM hereby assumes all risks of any damage, injury or loss of any nature whatsoever caused by or in connection with the use of any Town right-of-way or facilities.

J. <u>Exhibits</u>. All Exhibits referred to in this Agreement and any addenda, attachments, and schedules which may, from time to time, be referred to in any duly executed amendment to this Agreement are by such reference incorporated in this Agreement and shall be deemed a part of this Agreement.

K. <u>Survival of Liability</u>. All obligations of AIREBEAM hereunder and all warranties and indemnities of AIREBEAM shall survive termination or expiration of this Agreement for a period of three years.

L. <u>Dispute Resolution</u>. In the event of a dispute between the parties to this Agreement regarding a provision of this Agreement, a party's performance of its obligations as stated in this Agreement or any other matter governed by the terms of this Agreement, the parties will meet in good faith to attempt to resolve the dispute. If the parties fail to resolve the dispute, then the parties agree that the dispute may be resolved through mediation. If mediation is agreed to by the disputing parties, the disputing parties shall mutually agree upon the services of one (1) mediator whose fees and expenses shall be borne equally by the disputing parties. If the dispute is not resolved within a reasonable time, the disputing parties shall be free to use other remedies such as nonbinding arbitration or litigation to resolve the dispute.

Notices or correspondence to the Town shall be addressed as follows:

Town Manager

With a copy to: Town Attorney

Notices or correspondence to AIREBEAM shall be addressed as follows:

FibAire Communications, LLC c/b/a AireBeam

POB 309

Glenwood Springs, CO 81601

With a copy to: Gregory A Friedman

37 Primrose Lane

Carbondale, CO 81623

The Town or AIREBEAM may designate such other address or addresses from time to time by giving written notice to the other as set forth above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the \_\_\_\_ day of \_\_\_\_\_, 2018.

TOWN OF FLORENCE

FIBAIRE COMMUNICATIONS, LLC c/b/a AIREBEAM.

Jun A. I

By: \_\_\_\_\_ Mayor

Attest:

Managing Member / Owner

By: \_\_\_\_\_ Town Clerk

#### RESOLUTION NO.

A RESOLUTION OF THE COUNCIL OF THE TOWN OF FLORENCE, ARIZONA, FINDING THAT THE GRANTING OF A BROADBAND SERVICES AGREEMENT TO FIBAIRE COMMUNICATIONS, LLC c/b/a AIREBEAM ("AIREBEAM") IS IN THE PUBLIC INTEREST; AUTHORIZING THE TOWN TO ENTER INTO AN AGREEMENT WITHIN THE TOWN OF FLORENCE FOR PROVISION OF BROADBAND SERVICES BY AIREBEAM; AND AUTHORIZING THE EXECUTION OF THE AGREEMENT BY THE MAYOR OR TOWN MANAGER.

WHEREAS. The Town of Florence (hereinafter the "Town") is authorized to grant and renew broadband services agreements for installation, operation, and maintenance of Broadband Services systems within the Town's boundaries by virtue of (i) Federal and State statutes, (ii) the Town's police powers, and (iii) the Town's authority over its public rights of way; and

WHEREAS, AIREBEAM, has applied to the Town for approval of non-exclusive agreement (the "Agreement") to construct, operate, and maintain a Broadband Services system within the Town; and

WHEREAS, the Town, having provided appropriate public motion and conducting a public hearing on that proposed by AIREBEAM to provide Broadband Services to the Town, hereby finds that it would serve the public interest of the citizens of the Town to approve granting AIREBEAM a Broadband Services Agreement, subject to such terms and conditions negotiated by the Town Manager and in a form approved by the Town Attorney.

NOW THEREFORE, BE IT RESOLVED by the council of the Town of Florence, Arizona, as follows:

The Mayor and Council of the Town of Florence hereby:

- 1. Authorize the Town to enter into a Broadband Services Agreement (to be identified in the Town records as \_\_\_\_\_\_ Within the Town of Florence for provision of Broadband Services by AIREBEAM, subject to such terms and conditions approved by the Mayor and Town Manager and approved as to form by the Town Attorney; and
- 2. Authorize the execution of the Agreement by the Mayor or Town Manager.

#### EXHIBIT A

#### PREMISES

- An area approximately 20' x 20' adjacent to the Water Tank located in the Town of Florence within the Vista Hermosa condominium subdivision at 33° 4.531' North Latitude, 111° 23.127' West Longitude.
- 2. A water tower located in the Town of Florence on Quartz Street between 20<sup>th</sup> street and Adamsville Rd., more specifically described as Turner Addition to Florence: Lot 7, 8, 9 and 10 in Block 1, APN 202-09-004 and 202-09-005.
- 3. Town of Florence, Town Hall located at 775 N. Main Street, Florence, AZ 85132.
- 4. An area approximately 12' x 28' located at 565 South Quartz Street, Florence, AZ 85132 within the Well 5 site perimeter walls.

#### **RADIO TOWERS**

- 1. A radio tower located in the Town of Florence located at 3949 North Iowa Avenue, Florence, AZ 85132 within the Florence Gardens subdivision.
- 2. A radio tower located in the Town of Florence located at 2035 North Hunt Highway, Florence, AZ 85132.

#### EXHIBIT B



#### EXHIBIT C

#### EQUIPMENT

AIREBEAM is authorized to install and maintain the following Equipment:

12'x28' Fiber Optic CO: Placed on Well 5 site ("Exhibit A, Item 4")

**Tower:** Rohn 55, 80' Tall, Bolted to side of Water Tank **Manufacturer:** Ubiquiti and Exalt

**Number of antennas:** Up to 20

#### Antenna Specs:

28.5 dBi Radio Waves 3' solid dish w/ Radome and Ubiquiti 3' Solid Dish w/Radome 3 dB antenna beam width 60 degrees narrowed to 6 degrees with passive reflector, Azimuth and Elevation 25 dBi 120 degree Ubiquiti Sectors 15 dBi Ubiquiti OMNI

**Transmission Line Mfr. & Type No.:** NIA — All Digital CAT5

Height of Antenna(s) on Premises: Approx: 60 -75' feet AGL

Tower leg: As Placed on AireBeam provided Tower

#### **Direction of Radiation:**

Various covering all of Florence Gardens **Rated Power:** Less than 15 Amps

**Operating Frequency:** 907MHz, 912MHz, 917MHz, 922MHz, 907MHz, 912MHz, 917MHz, 922MHz, 2.4-2.5GHz (ISM), 5.150-5.250HZ, 5.250-5.350GHz, 5.250-5.470GHZ, 5.470-5.725GHZ, 5.725-5.850GHz, 5.850-5.925GHz, 11GHz (FCC Licensed), 18GHz (FCC Licensed)

Rack Space: N/A

AC Power: Provided by the Town

TOWN OF FLORENCE AREZONA NUMBER	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 10b.	
MEETING DATE: De	ecember 3, 2018	⊠ Action	
<b>DEPARTMENT:</b> Fire Department		<ul> <li>Information Only</li> <li>Public Hearing</li> </ul>	
STAFF PRESENTER: David Strayer, Fire Chief		Resolution     Ordinance	
<b>SUBJECT:</b> Renewal of the Emergency Base Station Agreement between the Town of Florence, and Mountain Vista Medical Center.		☐ Regulatory ☐ 1 <sup>st</sup> Reading ☐ 2 <sup>nd</sup> Reading <b>☐ Other</b>	
STRATEGIC PLAN REFERENCE: Community Vitality			
☐ Leadership and Governance   ⊠ Partnership and Relationships            Transportation and Infrastructure ⊠ Statutory          None			

#### **RECOMMENDED MOTION/ACTION:**

Approval of the 2018 Emergency Base Station Agreement between the Town of Florence (TOF), and Mountain Vista Medical Center (MVMC).

#### BACKGROUND/DISCUSSION:

The Town of Florence, in order to provide emergency medical services (EMS) within its jurisdiction, is required to have a base hospital and work under an Administrative Medical Director. It currently utilizes the Mountain Vista Medical Center for this purpose and receives administrative medical control and on-line medical direction for its Emergency Medical Care Technicians (EMT's and Paramedics), as defined in A.R.S. § 36-2201. The recommended action would renew this agreement.

#### A VOTE OF NO WOULD MEAN:

The Town would not receive medical direction and oversite of its EMS program from Mountain Vista Medical Center, and would have to pursue this requirement at another qualified medical facility.

#### A VOTE OF YES WOULD MEAN:

The Town would continue receive medical direction and oversite of its EMS program from Mountain Vista Medical Center.

#### FINANCIAL IMPACT:

Mountain Vista Medical Center shall establish a procedure for replenishing pharmaceutical and other medical supplies expended during treatment of any patients and those persons transported to MVMC by TOF. MVMC shall prepare and deliver a monthly invoice to the Florence Fire Department for the supplies replenished by MVMC, pursuant to a separate Emergency Medical Services Restocking Agreement.

#### ATTACHMENTS:

**Emergency Base Station Agreement** 

#### EMERGENCY BASE STATION AGREEMENT BETWEEN TOWN OF FLORENCE AND MOUNTAIN VISTA MEDICAL CENTER

### THIS EMERGENCY BASE STATION AGREEMENT (the "Agreement") is entered into between MOUNTAIN VISTA MEDICAL CENTER, LP ("MEDICAL CENTER") and the TOWN OF FLORENCE ("EMS AGENCY").

#### **<u>RECITALS</u>:**

- A. MEDICAL CENTER is a full-service medical and surgical facility licensed by the State of Arizona and is desirous of improving its level of patient care by serving as a basic life support ("BLS") and advanced life support ("ALS") base medical facility for the EMS AGENCY.
- B. EMS AGENCY desires to utilize the MEDICAL CENTER as a base hospital medical facility and to receive MEDICAL CENTER administrative medical control and on-line medical direction of EMS AGENCY's Emergency Medical Care Technicians, as defined in A.R.S. § 36-2201, ("EMCTs") rendering emergency care to persons.

THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties covenant and agree as follows:

- 1. MEDICAL CENTER Responsibilities.
  - 1.1 MEDICAL CENTER shall identify an emergency physician (the "Emergency Physician") as the Administrative Medical Director who shall be responsible for administrative medical direction of all EMCTs and Registered Nurses ("RNs") assigned to the MEDICAL CENTER.
  - 1.2 MEDICAL CENTER shall provide at least one (1) Emergency Physician who shall function as the medical control authority and shall be physically present twenty-four (24) hours a day in MEDICAL CENTER's Emergency Department in order to provide on-line medical direction as needed. Such Emergency Physician shall be knowledgeable of the capabilities and limitations of BLS and ALS personnel as well as established standing orders and treatment, triage and communication protocols. The Emergency Physician who provides on-line medical direction to EMCTs must have at least one (1) of the following: (a) an emergency medicine certification issued by a member board of the American Board of Medical Specialties; (b) an emergency medical services certification issued by the American Board of Emergency Medicine; (c) successfully completed an emergency department located in Arizona with certification in advanced emergency cardiac life support, advanced trauma life support and pediatric advanced life support. The Emergency Physician may designate a nurse who may function as an intermediary for on-line medical direction of EMCTs under the direction of the Emergency Physician (the "Nurse Intermediary").
  - 1.3 MEDICAL CENTER shall appoint a qualified individual to oversee and monitor EMCTs in the performance of the shared responsibilities between EMS AGENCY and MEDICAL CENTER related to defined pre-hospital care activities, (e.g., review of certifications, training, education, and skill levels) (the "Pre-Hospital Coordinator"). The Pre-Hospital Coordinator shall be an Emergency Physician, RN or Paramedic who shall be available to address all pre-hospital issues during reasonable business hours.
  - 1.4 MEDICAL CENTER shall provide administrative medical direction and on-line medical direction to EMS AGENCY's EMCTs who are assigned to MEDICAL CENTER.
  - 1.5 MEDICAL CENTER, shall appoint a Continuous Quality Improvement Committee which shall:

- 1.5.1 Meet at least semi-annually, keep regular meeting minutes, evaluate complaints, develop continuing education courses and work collaboratively on quality management issues, and provide updates on pre-hospital issues which affect MEDICAL CENTER or EMS AGENCY.
- 1.5.2 Develop a conflict resolution procedure that:
  - 1.5.2.1 Investigates and resolves patient, physician, Pre-Hospital Coordinator and Nurse Intermediary complaints about EMS AGENCY, its procedures, and EMS AGENCY's EMCTs; and
  - 1.5.2.2 Investigates and resolves EMS AGENCY's complaints about MEDICAL CENTER, its procedures, the Administrative Medical Director, Emergency Physicians, Nurse Intermediary, Pre-Hospital Coordinator or other MEDICAL CENTER personnel.
- 1.5.3 Develop written policies and procedures for the following in compliance with Arizona Department of Health Services ("ADHS"):
  - 1.5.3.1 Withdrawal or suspension of medical direction.
  - 1.5.3.2 Notifying EMS AGENCY and the EMCTs of any withdrawal or suspension of medical direction.
- 1.5.4 Establish and enforce written medical direction requirements for the EMCTs.
- 1.5.5 Develop a procedure to propose a corrective action plan when review of cases indicates a lapse in following protocols or procedures.
- 1.6 MEDICAL CENTER shall establish a procedure for replenishing pharmaceutical and other medical supplies ("Supplies") expended during EMS AGENCY's treatment of any patients and those persons transported to MEDICAL CENTER. MEDICAL CENTER shall prepare and deliver a monthly invoice to EMS AGENCY for the Supplies replenished by MEDICAL CENTER pursuant to a separate Emergency Medical Services Restocking Agreement.
  - 1.6.1 Items in the drug box are restricted to those identified in Arizona Administrative Code, Title 9, Chapter 25, Article 5, Section R9-25-502 and Tables 5.2, 5.3 and 5.4 or under an emergency rule by ADHS's Bureau of Emergency Medical Services. Exceptions can be made by the Administrative Medical Director for pilot studies, expanded scopes of practice, such as Haz-Mat Paramedics, Tactical Operating Unit Paramedics, Wilderness Paramedics, Wildland Paramedics, or EMCTs of all levels in a disaster situation.
  - 1.6.2 MEDICAL CENTER and EMS AGENCY shall adhere to the drug box implementation procedures contained in Section R9-25-201(F) of the ADHS regulations.
  - 1.6.3 MEDICAL CENTER shall establish and implement a procedure which meets applicable federal and state requirements to assure the appropriate disposal of contaminated waste expended during the treatment of any patients transported to any other medical facility. EMS AGENCY may dispose of such waste at MEDICAL CENTER.
- 1.7 MEDICAL CENTER may provide supervised clinical training to EMCTs as agreed upon by the Administrative Medical Director and EMS AGENCY.
- 1.8 MEDICAL CENTER may provide continuing education as deemed necessary by the Administrative Medical Director, Pre-Hospital Coordinator or EMS AGENCY.
- 1.9 MEDICAL CENTER shall provide dedicated, operational and accessible communication equipment in its Emergency Department that will allow on-line medical direction to be given to an EMCT. All telephone and radio communication between MEDICAL CENTER and EMCT for the purpose of medical direction shall be recorded.
- 1.10 MEDICAL CENTER shall have a dedicated telephone line for EMCTs to contact the Emergency Department.
- 1.11 MEDICAL CENTER shall utilize and adhere to the medical control plans adopted by the local Arizona Emergency Medical Services coordinating system.
- 1.12 MEDICAL CENTER agrees to participate in EMS AGENCY's quality management program by providing review, consultation and/or medical direction when deemed necessary by MEDICAL CENTER or as requested by EMS AGENCY and approved by the Administrative Medical Director.

#### 2. <u>EMS AGENCY Responsibilities</u>.

- 2.1 EMS AGENCY shall only utilize EMCTs with valid certification by ADHS's Bureau of Emergency Medical Services as prescribed in Arizona Administrative Code, Title 9, Chapter 25, Article 4 or licensed by the Arizona Board of Nursing.
- 2.2 EMS AGENCY shall verify that only EMCTs with valid certifications or licenses are assigned to MEDICAL CENTER.
  - 2.2.1 EMS AGENCY shall provide MEDICAL CENTER with an accurate written list of the names of each EMCT currently assigned to MEDICAL CENTER.
  - 2.2.2 EMS AGENCY shall notify MEDICAL CENTER in writing within thirty (30) days of any termination, transfer or addition of any EMCT. Notification shall include the name(s), certification expiration date(s) and the effective date(s) of employment, transfer or termination. EMS AGENCY shall provide MEDICAL CENTER with a copy of all applicable certifications for each assigned EMCT.
  - 2.2.3 EMS AGENCY shall provide communication equipment in good working order that allows MEDICAL CENTER to communicate with EMCTs in the field.
- 2.3 EMS AGENCY shall require its EMCTs to meet ADHS continuing education requirements for recertification.
- 2.4 EMS AGENCY shall be responsible for the procedures used in responding to and giving assistance at the scene of an emergency, unless adherence to these policies would conflict with MEDICAL CENTER's procedures. MEDICAL CENTER's medical control authorities shall assist EMS AGENCY's personnel by radio or phone communication when requested.
- 2.5 EMS AGENCY shall initiate a patient care report for each patient contact. When transported to a receiving facility, the patient(s), the patient care report(s) and the care of the patient(s) shall immediately be transferred to that facility and become the responsibility of the receiving facility. EMS AGENCY shall provide MEDICAL CENTER's Pre-Hospital Coordinator with copies of the patient care record(s) in a timely manner.
- 2.6 EMS AGENCY shall allow ride-along privileges to MEDICAL CENTER's medical control authorities and intermediaries for experience and observations.
- 2.7 EMS AGENCY agrees to provide representation and participation in MEDICAL CENTER's Hospital Continuous Quality Improvement Committee.

3. <u>Term</u>. The term of this Agreement shall be effective as of the date of the last signature hereto ("Effective Date") and continue for three (3) years thereafter unless otherwise terminated as provided for herein. This Agreement may be terminated at any time with or without cause by either party providing thirty (30) days written notice to the other party. Either party may terminate this Agreement immediately in the event of a material breach of the terms of this Agreement by providing written notice to the party in breach.

#### 4. <u>Additional Requirements.</u>

- 4.1 Independent Contractor Status. EMS AGENCY shall at all times be deemed to be an independent contractor. EMS AGENCY's employees shall not be regarded as employees or agents of MEDICAL CENTER for the payment of any employer taxes such as FICA, unemployment and workers' compensation; MEDICAL CENTER shall not be responsible for those taxes or any fringe benefits for EMS AGENCY's employees. Further, the employees of EMS AGENCY shall not be regarded as employees of MEDICAL CENTER with respect to any intentional or negligent activity in which they may be involved or for any other purpose. MEDICAL CENTER and all persons employed by MEDICAL CENTER, either directly or indirectly, are MEDICAL CENTER's employees, not EMS AGENCY's employees. Accordingly, MEDICAL CENTER's employees are not entitled to any benefits provided to EMS AGENCY employees, including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded EMS AGENCY employees. MEDICAL CENTER employees will not be regarded as EMS AGENCY employee or agent for any purpose, including the payment of unemployment or workers' compensation. If any MEDICAL CENTER employees or subcontractors assert a claim for wages or other employment benefits against EMS AGENCY, MEDICAL CENTER will defend, indemnify and hold harmless EMS AGENCY from all such claims.
- 4.2 <u>Mutual Indemnification</u>. Each party shall indemnify and save harmless the other for, from and against all actions, liabilities, losses, damages, claims and demands whatsoever, including costs, expenses and attorney's fees resulting from or claimed to have resulted from any intentional or negligent acts or omissions of the other party or its employees or agents engaged in the work under this Agreement at the time of the event or occurrence upon which such actions, claims or demands are based. Where both MEDICAL CENTER and EMS AGENCY, including their respective employees or agents, participated in the liability-causing event, each party shall contribute a pro rata share to the common liability based upon its relative degree of fault.
- 4.3 Insurance. Both parties agree to secure and maintain in force during the term of this Agreement comprehensive general liability insurance, including blanket contractual liability and automobile insurance coverages, in addition to professional liability insurance with minimum limits of Two Million Dollars (\$2,000,000.00) per occurrence and Six Million Dollars (\$6,000,000.00) in the aggregate. Both parties shall maintain in place workers' compensation insurance coverage as required by federal and state law. Upon request, MEDICAL CENTER agrees to name the EMS AGENCY and its employees as additional insured, and to provide as evidence to the EMS AGENCY upon request, each party agrees to provide certificates of insurance which state that the above coverages are in force and will continue in force throughout the term of this Agreement, except that a thirty (30) day prior written notice of expiration, cancellation or substantial change shall be given to the other party. MEDICAL CENTER acknowledges and agrees that EMS AGENCY is permitted to satisfy the insurance requirements in this paragraph through self-insurance. EMS AGENCY will provide to MEDICAL CENTER, upon request, a declaration of self-insurance.
- 4.4 <u>Compliance with Employment Laws</u>. Each party agrees to comply with all federal, state and local laws, regulations, ordinances and orders governing immigration, equal employment opportunity, and affirmative action that are applicable to the party, including 42 U.S.C. Sec. 2000(e) et seq., the Civil Rights Act of 1964, the Civil Rights Act of 1991, Sections 503 and 504 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, the Immigration Reform Act of 1986, the Americans with Disabilities Act, Executive Order 11246 of September 24, 1965, Executive Order 13496 of January 30, 2009, and all amendments and applicable regulations

pertaining to any of them, including 41 C.F.R. §§ 60.1.4(a)(7), 60-250.5, 60-300.5 and 60-741.5 (imposing anti-discrimination and affirmative action requirements) and 29 C.F.R. Part 471, appendix A to subpart A.

- 4.5 <u>Modification Based Upon Change in Law or Interpretation Thereof</u>. If there is a change in any federal or state law, regulation or rule which affects this Agreement or the activities of either party under this Agreement, or any change in the judicial or administrative interpretation of any such law, regulation or rule, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's business operations or its rights or obligations under this Agreement, then the affected party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Agreement. If the parties are unable to reach an agreement concerning the modification of this Agreement within the earlier of forty-five (45) days after the date of the notice seeking renegotiation or the effective date of the change, or if the change is effective immediately, then either party may immediately terminate this Agreement by written notice to the other party.
- 4.6 <u>Regulatory Termination</u>. If, prior to the expiration of the term of this Agreement, any federal, state or local regulatory body, including but not limited to the Centers for Medicare and Medicaid Services, Department of Health and Human Services or the Internal Revenue Service determines that this Agreement is illegal or jeopardizes MEDICAL CENTER's tax exempt status or otherwise materially affects either party's business, then the affected party shall give the other party such notice as is reasonable in the circumstances and shall make available a reasonable period within which to cure. If no cure is implemented by the parties, then MEDICAL CENTER, in its discretion may terminate this Agreement with such notice as is reasonable under the circumstances.
- 4.7 <u>Notice</u>. Any notice required to be given under this Agreement shall be in writing, and shall be deemed delivered when personally delivered or three (3) days after the same is sent by certified mail, postage prepaid, as follows:

If to EMS AGENCY:	Town of Florence PO Box 2670 Florence, AZ 85132 Attn: Town Manager and Fire Chief
If to MEDICAL CENTER:	President Mountain Vista Medical Center 1301 South Crismon Road Mesa, AZ 85209

- 4.8 <u>Compliance with HIPAA</u>. The parties are required to comply with the Standards for Privacy of Individually Identifiable Information under the Health Insurance Portability and Accountability Act of 1996 contained in 45 CFR Parts 160 and 164 (the "HIPAA Privacy Standards"), as of the effective date of the HIPAA Privacy Standards on April 14, 2003 or as later determined. If this Agreement must be amended to secure such compliance, the parties will meet in good faith to agree upon such amendments. If the parties cannot agree upon such amendments, then any party may terminate this Agreement upon thirty (30) days written notice to the other party.
- 4.9 <u>Confidentiality</u>. EMS AGENCY, its employees and agents shall keep confidential all knowledge, information and documents entrusted to its care by MEDICAL CENTER. Neither EMS AGENCY nor its employees or agents shall disclose any knowledge, information or documents entrusted to it by MEDICAL CENTER to any person, firm or corporation other than the person, firm or corporation designated by MEDICAL CENTER. Knowledge, information and documents entrusted by MEDICAL CENTER to EMS AGENCY may include, but are not limited to, the names of vendors and the terms and conditions (including financial information) with vendors, the names of

patients and the terms and conditions (including financial information) of agreements with or for the benefit of patients and all medical records and information. Notwithstanding the aforementioned requirements, MEDICAL CENTER acknowledges that EMS AGENCY is a governmental entity subject to Arizona's public records laws (A.R.S. § 39-121 et seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to a subpoena or other judicial process. If EMS AGENCY receives a public records request or other lawful order to disclose confidential documents related to this Agreement, it will, to the extent possible, provide MEDICAL CENTER with prompt written notice of the request or order so that MEDICAL CENTER may seek a protective order or other appropriate treatment, or waive compliance hereunder with respect to the disclosure.

- 4.10 <u>Assignment</u>. This Agreement may not be assigned by either party without the prior written consent of the other party. If consent to an assignment is obtained, this Agreement is binding on the successors and assigns of the parties to this Agreement. Notwithstanding any provision of this Agreement to the contrary, MEDICAL CENTER shall have the right to assign or otherwise transfer its interest under this Agreement to any "related entity." For the purposes of this section, a "related entity" shall be deemed to include a parent, subsidiary, any entity that acquires all or substantially all of MEDICAL CENTER's assets or operations relating to this Agreement and the surviving entity of any merger or consolidation involving MEDICAL CENTER. Any assignment to a related entity shall not require the consent or approval of EMS AGENCY in order to be effective. EMS AGENCY may elect to sever this Agreement without notice if any assignment of this Agreement is deemed by EMS AGENCY, in its reasonable discretion, to not be in the best interest of EMS AGENCY.
- 4.11 <u>Integration</u>. This Agreement contains the entire agreement between the parties. All prior negotiations between the parties are merged in this, and there are no understandings or agreements other than those incorporated herein. This Agreement may not be modified except by written instrument signed by both parties.
- 4.12 <u>Force Majeure</u>. In case performance of any terms or provisions hereof (other than the payment of monies) shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, state or federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workers, fires, floods, acts of God, or any other reason which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its obligations hereunder (other than the payment of monies) during the period such cause continues, and extend the term of this Agreement for the period of such suspension of performance of duties hereunder.
- 4.13 <u>Severability</u>. If any provision of this Agreement, or any application thereof to any person, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application thereof to other persons or circumstances, shall not be impaired and shall be enforced to the fullest extent permitted by law.
- 4.14 <u>Supersede and Replace</u>. This Agreement is intended to supersede and replace any existing agreements between the parties with regard to the subject matter contained herein.
- 4.15 <u>Transactional Conflicts of Interest</u>. The parties hereto both acknowledge that this Agreement is subject to cancellation by EMS AGENCY pursuant to provisions of A.R.S. § 38-511.
- 4.16 <u>Definitions</u>. Unless otherwise specified herein, the terms used in this Agreement shall have the same meanings as those defined in Arizona Administrative Code § R9-25-101.
- 4.17 <u>Health Requirements for EMS AGENCY Personnel Receiving Additional Training at the Request</u> of <u>MEDICAL CENTER</u>. For all EMS AGENCY personnel receiving additional training at the request of MEDICAL CENTER, EMS AGENCY shall at MEDICAL CENTER's request either

provide proof of the following immunizations or require the personnel receiving the training to wear a mask (provided by MEDICAL CENTER) whenever in patient care areas at MEDICAL CENTER:

- a) *Measles, Mumps, Rubella.* Titers for Measles, Mumps, and Rubella will be performed at the time of hire for all employees who do not have proof of prior immunization or disease (physician record of prior immunization or prior positive titer). Those born after January 1, 1942 and before January 1, 1957 are considered to be immunized if they received one (1) dose of live vaccine. Those born after January 1, 1957 are considered to be immune if they received two (2) doses of live vaccine after January 1, 1968 and after their first birthday. Before administering titer, assure that women of childbearing age are not pregnant. The schedule for immunization with MMR: initial injection with second injection one (1) month later.
- b) *Varicella.* Titer performed at the time of hire for those without proof of immunity (either prior documented disease or prior documented immunization). For those without immunity, active immunization administered with initial dose, followed by second dose within four (4) to eight (8) weeks of the first dose.
- c) *TB screening test.* EMS AGENCY personnel shall have either an annual TB skin test which shows a negative result or, if EMS AGENCY personnel tests positive for TB, or has previously tested positive for TB, then EMS AGENCY, shall for that personnel, submit proof of a chest x-ray performed since the first positive result, showing the lungs to be free from evidence of pulmonary tuberculosis or contagion, and an annual TB screening questionnaire completed and signed by the personnel who tested positive. The TB screening questionnaire must either verify that the personnel is asymptomatic for TB, or if it does not, then that personnel must be examined by a physician and submit to MEDICAL CENTER, a signed physician's declaration, dated later than the date on the annual TB screening questionnaire, stating that the personnel is free from pulmonary tuberculosis or contagion.
- d) *Annual Flu Immunization*. Immunization to influenza on or after September 1 and before December 1 of the calendar year during which the training occurs.
- 4.18 <u>Conflict of Interest Disclosure</u>. EMS AGENCY represents and warrants that neither EMS AGENCY nor any affiliate of EMS AGENCY nor any officers, directors, employees, partners, members, owners or shareholders of EMS AGENCY or any affiliate of EMS AGENCY is related to, affiliated in any way with, or employs (or otherwise has a compensation interest with) any officer, director or employee of MEDICAL CENTER.
- 4.19 No Federal Exclusion. EMS AGENCY hereby represents and warrants that EMS AGENCY and all personnel providing services under this Agreement are not and at no time have been excluded from participation in any federally funded health care program, including Medicare and Medicaid. EMS AGENCY hereby agrees to immediately notify MEDICAL CENTER of any threatened, proposed, or actual sanction or exclusion from any federally funded health care program, including Medicare and Medicaid. Such notice shall contain reasonably sufficient information to allow MEDICAL CENTER to determine the nature of any sanction. In the event that EMS AGENCY or any of EMS AGENCY's other equity owners, members or employees is excluded from participation in any federally funded health care program during the term of this Agreement, or if, at any time after the Effective Date, it is determined that EMS AGENCY is in breach of this <u>Section 4.19</u>, MEDICAL CENTER shall terminate this Agreement, which termination shall be effective immediately upon notice to EMS AGENCY of such termination.
- 4.20 <u>Non-Exclusive Agreement</u>. This Agreement with EMS AGENCY is not exclusive. Accordingly, MEDICAL CENTER shall have the right to enter into one or more agreements relating to the same or similar matters as are covered by this Agreement and execution by MEDICAL CENTER of such agreements shall not constitute a breach of this Agreement.

- 4.21 <u>Governmental Review and Inspection</u>. EMS AGENCY agrees to maintain medical, financial, and administrative records related to Services rendered as required by applicable law. Such records must be maintained in an accurate and timely manner in accordance with general standards applicable to such records. EMS AGENCY agrees to maintain such records, documents and other information relating to this Agreement for a minimum of ten (10) years from the last date of service or such longer period as required by law. EMS AGENCY acknowledges that any governmental entity with authority over programs in which EMS AGENCY may participate through this Agreement may in accordance with applicable laws, regulations and sub-regulatory guidance evaluate the quality, appropriateness and timeliness of services rendered. EMS AGENCY agrees to cooperate with any audit and investigation and make its facilities, personnel, books, records, documents, computers and other electronic systems, and those of any downstream subcontractor, available for audit, inspection, and copyright by any governmental entity including, but not limited to, the State of Arizona, Secretary of the U.S. Department of Health and Human Services, Comptroller General, Centers for Medicare and Medicaid, or their duty authorized representatives.
- 4.22 <u>Governing Law</u>. This Agreement and any Exhibits shall be governed by the internal substantive laws of the State of Arizona, without regard for conflicts of laws.
- 4.23 <u>No Physician Ownership</u>. The EMS AGENCY hereby expressly represents to MEDICAL CENTER that no physician nor any member of a physician's immediate family owns or holds an ownership or financial interest in EMS AGENCY that is not the subject of an exception or "safe harbor" from applicable law, such as the exception for publicly-traded securities under 42 CFR 411.356(a).
- 4.24 <u>Compliance</u>. EMS AGENCY acknowledges that if EMS AGENCY (a) provides direct patient care items or services for which MEDICAL CENTER bills, or (b) performs billing or coding functions for MEDICAL CENTER, EMS AGENCY's applicable employees and agents shall complete MEDICAL CENTER's mandatory employee compliance lessons (initially and annually thereafter). Upon execution of this Agreement, EMS AGENCY shall provide MEDICAL CENTER with the e-mail address and phone number of a representative of EMS AGENCY so as to assist MEDICAL CENTER's Ethics and Compliance Department in ensuring that such required training occurs.
- 4.25 <u>Retention and Inspection of Records</u>. All records shall be kept on file by EMS AGENCY for a period of six (6) years from the date the record is made. EMS AGENCY shall, upon reasonable notice, give MEDICAL CENTER or its authorized representative the privilege, at a reasonable time during normal business hours, of inspecting, examining and auditing such of EMS AGENCY's business records which are directly relevant to the financial arrangements. The cost of such inspection, examination and audit will be at the sole expense of MEDICAL CENTER and such inspection, examination and audit shall be conducted where said records are normally maintained.
- 4.26 <u>Corporate Authority</u>. The individual(s) executing this Agreement on behalf of, or as a representative for a corporation or other person, firm, partnership or entity, represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of the corporation, person, firm, partnership or other entity, and that this Agreement is binding upon the entity in accordance with its terms.
- 4.27 <u>Waivers and Amendments</u>. No waiver of the enforcement or breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of the enforcement of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts. This Agreement may only be amended by a written document signed by all parties hereto.
- 4.28 <u>Counterparts</u>. This Agreement may be executed in one or more copies or counterparts, each of which when signed shall be an original, but all of which together shall constitute a single instrument.

Signatures submitted via telecopy or electronic or digital signatures shall have the same force and effect as original signatures and, as such, shall be valid and binding upon the parties.

- 4.29 <u>Compliance with Standards, Laws and Regulations</u>. EMS AGENCY shall comply with all standards applicable to the services described in this Agreement, including but not limited to the standards of (a) The Joint Commission, (b) federal, state and local government laws, rules and regulations, and (c) third party payors, including but not limited to the Drug Supply Chain Security Act 21 CFR § 10.115(g)(2), and any requirements promulgated by the Arizona Medical Direction Commission organized pursuant to A.R.S. § 36-2203.01, or its successor entity.
- 4.30 <u>Compliance with Medical Center Rules and Regulations</u>. Whenever providing services or goods pursuant to this Agreement on MEDICAL CENTER premises, EMS AGENCY, its employees and agents shall comply with and observe all MEDICAL CENTER rules and regulations concerning conduct on MEDICAL CENTER premises. If any of the services or goods provided under this Agreement are services or goods for which MEDICAL CENTER may, directly or indirectly, obtain compensation or reimbursement from any governmental health program (e.g., Medicare, Medicaid, AHCCCS, TRICARE, or any successor entity), EMS AGENCY will comply with all government reimbursement requirements as specified by MEDICAL CENTER and shall assist MEDICAL CENTER in completing necessary documents and records for reimbursement.

#### MEDICAL CENTER:

#### **EMS AGENCY:**

**TOWN OF FLORENCE** 

#### MOUNTAIN VISTA MEDICAL CENTER, LP

By:	Ву:
Name:	Name:
Its:	Its:
Signature Date:	Signature Date:
	ATTEST:
	Lisa Garcia, Town Clerk
	APPROVED AS TO FORM:

Clifford L. Mattice, Town Attorney

TOWN OF FLORENCE AREZONA NUMBER	TOWN OF FLORENCE COUNCIL ACTION FORM	AGENDA ITEM 10c.			
MEETING DATE: De	ecember 3, 2018	Action			
<b>DEPARTMENT:</b> Finance for Police		Public Hearing     Resolution     Ordinance			
STAFF PRESENTER: Joe Jarvis, Finance Director		☐ Regulatory ☐ 1 <sup>st</sup> Reading			
SUBJECT: Disposal of	☐ 2 <sup>nd</sup> Reading ☐ Other				
STRATEGIC PLAN REFERENCE: Community Vitality					
☐ Leadership and Governa ☐ Statutory  ⊠ None	□ Leadership and Governance □ Partnership and Relationships □ Transportation and Infrastructure				

## **RECOMMENDED MOTION/ACTION:**

Authorization to dispose of the following Town vehicles that were acquired for town use.

## BACKGROUND/DISCUSSION:

The departments have a number of vehicles, equipment, and small assets that are no longer needed and/or have outlived their useful life. These four Police vehicles have been deemed as eligible for disposal by our Fleet Maintenance Division for the following reasons:

- 1. They have been rendered non-serviceable by its normal use in Town operations and not cost effective to remain in service and the cost of repair would not result in a sufficiently usable asset.
- 2. It has no further identifiable use in any town operation and has not been requested for use by any other Town department.

Item	Year	VIN#	Location
Ford Crown-Vic Police Interceptor	1998	2FAFP71WOWZ149493	PD Evidence Bldg
Dodge-Charger	2006	2B3LA43H67H708392	PD Evidence Bldg
Ford-Explorer (Eddie Bauer Add)	2002	1FMDU64VV02ZB52829	PD Evidence Bldg
Yamaha 450 YSF Dirt Bike	2003	JYACJ03C43A007401	PD Evidence Bldg

The Town will dispose of the vehicles, as per Policy, and the proceeds will be returned to the Town for all assets, as listed.

## A VOTE OF NO WOULD MEAN:

The Town will not dispose of the vehicles and will keep them on the insurance and eventually will sell them at a later date; at which time the value will have reduced.

## A VOTE OF YES WOULD MEAN:

The Town will sell the items at auction and credit the revenue account for the sales, reducing the inventory and the insurance costs of items no longer needed or utilized.

### FINANCIAL IMPACT:

The total salvage value of the items is estimated at \$2,000.

### ATTACHMENTS:

Titles and disposal forms with authorizations



Please fill in the information below for each of your inventory items.
Overall Title/Asset#:
Year: 2006
Make/Manufacturer:
Model: CHARGER
Mileage/Hours:
VIN # Digital Picture # (no Limit on Quantity):
Running Condition:       Runs Well       Runs       Doesn't Run       Unknown         General Description:       HAS BAD WIRING HARNESS, & FRT END PARTS NEED REPLACED
Present Value: 500.00 Engine Make, Size, & Gas Type: DODGE 5.7 V8 OHV 16V
Transmission Type:Body Style:
Brakes: GOOD
Condition of: Hydraulic (if any) <u>N/A</u> , Tires: <u>FAIR</u> , Glass <u>GOOD</u>
Asset was: Lost Stolen Destroyed 🖌 Outlived Useful Life Other
Inventory # (Item Code):
Storage Address (Pickup Location):
Department: Department Manager Signature: Date: 6/95/8
Authorized by: Date: 9/5/13
Prepared by: D HILLS Entered by:







Vehicle				275	ntory Control
48-7200 R09/03	7				
Vahicle Identification Num	ber	Yea			dy Style
2B3LA43H67H7 First Registered	List Price	20 Mobile Home Manu		CTL 4D: Unit Number	
	025320	Mobile Home Manu			
TOWN OF F PO BOX 25					
FLORENCE		570			
	æ				
7711 M					
Title Number M04200709501	7	Issue Date 04052007	Film Number H095M04211	Odometer Reading (no tenths) *	
Previous Title Number	State	Issue Date	Previous Film Number		
MCO			ORIGINAL	<sup>a</sup> A - Actual Mileage B - Mileage in excess of the odometer mecha C - NOT Actual Mileage, WARNING ODOMETI	ER DISCREPANCY
		Arizon	a Brands		
Previous Brand	State Previous	s Brand	State Previous Brand	State Other States With	Brands
Owners/Lessees TOWN OF FLOR	ENCE				
	ENCE				
	ENCE				
TOWN OF FLOR	ENCE				
TOWN OF FLOR	ENCE				
TOWN OF FLOR	FNCE				
TOWN OF FLOR	ENCE				
TOWN OF FLOR	ENCE				
TOWN OF FLOR	ENCE				
Lienholders	ENCE				
TOWN OF FLOR	ENCE		Acknowledged before me this date	Notary Public Signature	



Please fill in the information below for each of your inventory items.
Overall Title/Asset#:
Year:
Make/Manufacturer: FORD
Model:
Mileage/Hours:
VIN # Digital Picture # (no Limit on Quantity):
Running Condition: 🗌 Runs Well 🗌 Runs 🖌 Doesn't Run 🗌 Unknown
General Description:
Present Value: 500.00 Engine Make, Size, & Gas Type: FORD 4.6L V8 SOHC 16V
Transmission Type: <u>AUTO</u> Body Style: <u>4 DOOR</u>
Brakes: <u>GOOD</u> Condition of: Hydraulic (if any) <u>N/A</u> , Tires: <u>FAIR</u> , Glass <u>GOOD</u>
Asset was: Lost Stolen Destroyed 🖌 Outlived Useful Life Other
Inventory # (Item Code):
Storage Address (Pickup Location):
Department: POLICE Department-Manager Signature: Deuto Date: 8/25/18
Authorized by: Date: Date:
Prepared by: DHILLS Entered by:







ARIZONA DEPARTMENT OF TRANSPORTATION Motor Vehicle Division Uprificate of Title

YEAR MAKE VEHICLE ID NO. 1998 FORD 2FAFP71W0WX149493 FACTORY LIST PRICE MO/YR FIRST REGISTERED MODEL BODY STYLE 0000000 40SD GVP . 00/0000 ISSUE DATE TYPE FILM TITLE 89281999 OTHER 9271M08504 PN00718271007 PREV. FILM ST. ISSUE DATE PREV. TITLE UT 06081998 ORIGINAL 8357703 **ODOMETER MILES\*** FUEL PLATE GROSS VEH. WGT. . 6 0004608 A 666666 6560CL STATUS MH MFG.

REGULAR VEHICLE OWNER(S) AND LESSEE(S)

### TOWN OF FLORENCE POLICE DEPARTMENT



MAILING ADDRESS TOWN OF FLORENCE POLICE DEPARTMENT POB 988 FLORENCE AZ 85232





Please fill in the information below for each of your inventory items.
Overall Title/Asset#:
Year:
Make/Manufacturer: FORD
Model:
Mileage/Hours:
VIN # Digital Picture # (no Limit on Quantity):
Running Condition: 🗌 Runs Well 🗌 Runs 🗌 Doesn't Run 🖌 Unknown
General Description:
Present Value:         500.00           Engine Make, Size, & Gas Type:         4.6L V8 SOHC 16V
Engine Make, Size, & Gas Type:
Transmission Type: Body Style:
Brakes:
Condition of: Hydraulic (if any) <u>N/A</u> , Tires: <u>?</u> , Glass <u>?</u>
Asset was: Lost Stolen Destroyed Outlived Useful Life Other
Inventory # (Item Code):
Storage Address (Pickup Location): PD EVEDENCE BUILDING
Department: POLICE Department Manager Signature Date: Date:
Authorized by: Date: 9/5/18
Prepared by: D HILLS Entered by:











ADDT Motor Vehicle Division				ventory Control
MOTOF VENICIE DIVISION 48-7200 R01/16 azdot.gov				
Vehicle Identification Number	Year			Body Styla
1FMDU64W222B5282           First Registered           List Price	Mebile Home Manufa	2018 FORD	E Y Þ. Unit Numt	4.0-30
10/2002 0321			Crint Form.	
PO BOX 988	NCE POLICE DEPT			
r testern Estry LerEs Priz.	001222704240	1 <b>8</b> 90		
				11 12
Title Number	issue Date	Film Number	Odometer Reading (no tenths) *	
MØ44018024013 Previous Title Number State	01242018 Issue Date	3 1012 4 M/2 4 4 9 7 Previous Film Number	(2) 1 €) (2) (2) (2) ∗ A - Actual Mileade	
AX57014314003 AZ	11102014		<ul> <li>A - Actual Miloage</li> <li>B - Mileage in excess of the odometer</li> <li>C - NOT Actual Mileage, WARKING OD</li> </ul>	r inéchanical limits DMETER DISOREPANOY
	Arizona	Brands		
Previous Brand Sta	ate Previous Brand	State Previous Brand	State Other States W	I
<b>A</b>				
Owners/Lessees TOWN OF FLORENCE	POLIDE DEPT			
a na 1999 de nada e na anti-199 an 199 an 199	and the second			
	2			
Lienholder(s) as of print date. (Addition	al liens may exist. Check Motor Vehi	cle inquiry on htts://servicearize	ona.com to find all current liene i	
LIEN RELEASE		Acknowledged before me this date.	Notary Public Signature	1997 1997 - 1997 - 1997 1997 - 1997 - 1997



Please fill in the information below for each of your inventory items.
Overall Title/Asset#:
Year: 2003
Make/Manufacturer:YAMAHA
Model:
Mileage/Hours: 2
VIN # Digital Picture # (no Limit on Quantity):
Running Condition: 🗌 Runs Well 🗌 Runs 🗌 Doesn't Run 🖌 Unknown
General Description:
Present Value: $\frac{500.00}{450 \times 500}$ Engine Make, Size, & Gas Type: $450 \times 450 \times 450 \times 450 \times 2000$
Transmission Type: Body Style:
Brakes: 2
Condition of: Hydraulic (if any) <u>N/A</u> , Tires: <u>BAD</u> , Glass <u>N/A</u>
Asset was: Lost Stolen Destroyed Outlived Useful Life 🗸 Other
Inventory # (Item Code):
Storage Address (Pickup Location):
Department: POLICE Department Manager Signature: Department Date Def
Authorized by: Date: Date: 9/5/18/
Prepared by: D HIELS Entered by:







VOID WITHOUT EAGLE WATERMARK OR IF ALTERED OR ERASED

# Town of Florence Summary of Warrants Paid As of October 2018

Source	Amount
Checks	1,414,030.65
AFLAC Payment	4,867.74
AMEX fees	105.39
Arizona State Retirement System Payments	91,059.59
Assignments and Fees	9,851.28
FICA	125,128.26
Payments to Infinsource	8,579.39
Payments to Nationwide	18,311.01
Payments to Public Safety Retirement System	193,883.64
Payments to Securian-Volunteer fireman Pension Fund	739.71
Payments to United Healthcare	211,186.96
Payments to Workmans Comp 3rd Quarter	67,274.00
Payments to Xpress Bill Pay	1,400.88
Payroll Direct Deposit	449,201.33
Payroll Payments to SWT	16,829.08
Pinal County Federal Credit Union	5,060.00
Record Admin Fees for CFD #1 08A GO Bond	3,750.00
October Sales Tax Payment to Department of Revenue	26,811.72
Electronic Payments	1,234,039.98
Total Warrants	2,648,070.63

GL	Check #		Merchant Name	Description	Amount
Account		Check Date			
Utility Clear	ring				
10104600		10/25/2018		OVER PMT ON ASSESSMENT PAY-OFF #50.5000055	301.32
10104600		10/25/2018		OVER PMT ON PAY-OFF ASSESSMENT#53.5300126	301.32
10104600	111871	10/25/2018	2nd Temp	OVER PMT ON PAY-OFF #50.5000050	150.00
10104600		10/25/2018		OVER PMT ON PAY-OFF ASSESSMENT #53.5300116	301.32
10160000		10/25/2018		Refund overpayment	17.33
10160000		10/25/2018		REFUND OVERPAYMENT	130.75
10160000			2nd Temp	Water overpayment	151.54
10160000		11/1/2018	2nd Temp	WATER OVERPAYMENT	24.30
General Fu					
10202000			ARIZONA STATE TREASURER	STATE JCEF	404.32
10202500			ARIZONA STATE TREASURER	ZFAR 1	1,463.99
10202501	111757	10/18/2018	ARIZONA STATE TREASURER	ZFAR2	331.17
10203000	111789	10/18/2018	PINAL COUNTY TREASURER	SEPT 2018 REMITTANCE	40.65
10203100	111729	10/11/2018	PINAL CO SHERIFF'S OFFICE	Aug-18	
10203100	111729		PINAL CO SHERIFF'S OFFICE	Sep-18	3,488.18
10204000	111757	10/18/2018	ARIZONA STATE TREASURER	STTE SURCHARGES	7,282.43
10209000	111757	10/18/2018	ARIZONA STATE TREASURER	Victims Rights Enforcement	77.69
10232000	111675	10/4/2018	Village of Copper Basin Community Assoc.	Levy	149.87
10232000	111803	10/18/2018	Village of Copper Basin Community Assoc.	Levy	185.84
10241000	111674	10/4/2018	UNITED WAY OF PINAL COUNTY	EMPLOYEES CONTRIBUTIONS	2.00
10241000	111802	10/18/2018	UNITED WAY OF PINAL COUNTY	EMPLOYEES CONTRIBUTIONS	2.00
10243000	111787	10/18/2018	NEW YORK LIFE INSURANCE	OCTOBER INVOICE	456.36
10250038	111757	10/18/2018	ARIZONA STATE TREASURER	STATE FINES	1,204.31
10260000	111711	10/11/2018	2nd Temp	Restitution CM2017-0000075	30.00
10260000	111734	10/11/2018		Restitution PAYMENT	50.00
10260000	111830	10/25/2018	CIRCLE K #2938	RESTITUTION PMT CR2015-0048	10.00
10260000	111844	10/25/2018	FLORENCE TRUE VALUE HARDWARE	RESTITUTION CM2017-000179	100.00
10260000	111877	10/25/2018	2nd Temp	TR2014-000887 RESTITUTION	50.00
10337456		10/25/2018		REFUND CEMETERY PLOTS	700.00
10340578			JANET MANNATO	PD SERVICES OCT 2018	1,200.00
				Purchase Smilebox Inc Cancelled - Switched Departments	,
10350698	10162018	10/16/2018	2nd Temp	so don't need anymore	99.00
Town Coun					
10501402	10162018	10/16/2018	AMERICAN AIRLINES	Flight to Washington D.C. for Mayor Walter	586.50
10501402	10162018	10/16/2018	EXPEDIA.COM	Hotel and Shuttle for Mayor Walter's trip to Washington D.C.	655.10
10501402			Pinal Partnership	September Meeting registration for John Anderson	20.00
	10162018		LEAGUE OF AZ CITIES AND TOWNS	New Councilmember Training for Michele Cordes	270.00

Administrati	ion				
10502201	111887	10/25/2018	Verizon Wireless	ADMIN/BITTER	56.29
10502201	111887	10/25/2018	Verizon Wireless	ADMIN/BITTER	67.96
10502217	111795	10/18/2018	SHRED-IT USA	Shredding Town Hall	34.00
10502217	111808	10/25/2018	American Legal	Internet Renewal 10//2018 - 10/7/2019	495.00
10502301	111676	10/4/2018	WATER SHED	Town Hall water/ice	13.16
10502301	111676		WATER SHED	Town Hall water/ice	35.35
10502301	111676		WATER SHED	Town Hall water/ice	26.32
10502301	111676	10/4/2018	WATER SHED	Town Hall water/ice	22.21
10502301	111788	10/18/2018	OFFICE DEPOT INC	Office Supplies	8.81
10502301	111788		OFFICE DEPOT INC	Office Supplies	11.50
10502301	111788	10/18/2018	OFFICE DEPOT INC	Office Supplies	125.52
10502301	111788	10/18/2018	OFFICE DEPOT INC	Office Supplies	188.13
10502301	111805	10/18/2018	WATER SHED	Town Hall water/ice	13.61
10502301	111805	10/18/2018	WATER SHED	Town Hall water/ice	22.49
10502301	111867	10/25/2018	OFFICE DEPOT INC	Office Supplies	7.69
10502301	111867	10/25/2018	OFFICE DEPOT INC	Office Supplies	135.07
10502301	111867	10/25/2018	OFFICE DEPOT INC	Office Supplies	165.91
				Plastic cutlery for Transportation Board events and table	
10502301	111868	10/25/2018	PATRICIA BUCHANAN	mints	30.00
10502301	10162018	10/16/2018	Dollar General	Binders for Board and Commission training	6.55
10502306	111678	10/4/2018	WEX BANK	FUEL EXPENSE SEPTEMBER - ADMIN	82.54
10502402	10162018	10/16/2018	Pinal Partnership	September Mgt. registration for Lisa Garcia	20.00
10502408	111868		PATRICIA BUCHANAN	Pastries for transportation meeting.	39.99
10502408	111868	10/25/2018	PATRICIA BUCHANAN	Purple foil for lights at Town Hall	13.54
				Staff shirt for Ben and for those participating in the	
10502408	111878		SURF & SKI ENTERPRISES	Transportation Board events.	268.48
10503234	111664	10/4/2018	PINAL CO SHERIFF'S OFFICE	Jul-18	3,019.25
10503301	111662		OFFICE DEPOT INC	Toner, ink, supplies	352.33
10503301	111662	10/4/2018	OFFICE DEPOT INC	Toner, ink, supplies	18.58
Legal					
10504217	111656		Gust Rosenfeld P.L.C.	legal services: Environmental Appeals August 2018	4,094.76
10504217	111658		Jennings Strouss Law Firm	legal services: Florence copper	29,799.32
10504217	111658	10/4/2018	Jennings Strouss Law Firm	legal services: Florence Copper August 2018	75.00
				legal services: Set back Issues Tierre Del Sol and Caliente	
10504217	111670		SIMS MURRAY LTD	Del Sol	3,200.00
10504217	111794	10/18/2018	RYLEY CARLOCK & APPLEWHITE	ACC/Johnson Utilities	10,297.64
				legal services: Setback issues Tierra del Sol & Caliente Del	
10504217	111796		SIMS MURRAY LTD	Sol	3,375.00
10504217	111849		Gust Rosenfeld P.L.C.	legal services: Florence Copper Environmental Appeals	4,425.00
10504217	111858		Jennings Strouss Law Firm	Florence Copper - Environmental issues Sept. 2018	950.00
10504217	111858		Jennings Strouss Law Firm	Florence Copper Sept. 2018	8,827.50
10504401	111722	10/11/2018	LEXIS NEXIS	legal research : Sept 2018	219.76

Finance					
10505203	111818	10/25/2018	BLEND4	A/P Checks	367.27
10505205	111764	10/18/2018	Casa Grande Valley Newspaper Inc.	Public Notice DEV OF 2019-20 BUDGE	23.46
10505231	10162018	10/16/2018	Pitney Bowes Inc	Postage Machine Lease 06/30/18 - 09/29/18	596.79
10505306	111678	10/4/2018	WEX BANK	FUEL FOR SEPTEMBER - FINANCE	51.33
10505401			FLORENCE TOASTMASTERS	SEMI-ANNUAL DUES L. MCKINLEY	
10505401	111707	10/11/2018	FLORENCE TOASTMASTERS	SEMI-ANNUAL DUES L. MCKINLEY	0.00
10505402	111848	10/25/2018	GOVERNMENT FINANCE OFFICER	2019 GFOAZ Membership Dues	60.00
			<del>-</del>	Purchase Structure & Construction in Historic Buildings	
	10162018	10/16/2018	2nd Temp	Books	118.42
Human Res					
10508122	111838		DEPT OF ECONOMIC SECURITY	UNEMPLOYMENT ENDING QTR 10/30/18	1,755.28
10508201	111887		Verizon Wireless	ADMIN/BARBER	28.30
10508201	111887		Verizon Wireless	ADMIN/BARBER	23.50
10508205	111824		Casa Grande Valley Newspaper Inc.	GIS COORDINATOR CLASSIFIED ADD	33.19
10508205	111824		Casa Grande Valley Newspaper Inc.	LIBRARIAN CLASSIFIED ADD	31.92
10508205	111824		Casa Grande Valley Newspaper Inc.	UTILITY SYSTEMS OP CLASSIFIED ADD	32.63
10508205	111824		Casa Grande Valley Newspaper Inc.	ACCOUNTING TECH CLASSIFIED ADD	19.91
10508205	111824		Casa Grande Valley Newspaper Inc.	ACCOUNTING TECH CLASSIFIED ADD	19.91
10508205	112047		Casa Grande Valley Newspaper Inc.	LIBRARIAN CLASSIFIED ADD	33.09
10508217	111621		Tri-City Express Care LLC 935	Empl #1052	56.00
10508217	111621		Tri-City Express Care LLC 935	Empl #1084	56.00
10508217	111621		Tri-City Express Care LLC 935	Empl #1210 random CDL test	75.00
10508217	111621		Tri-City Express Care LLC 935	Empl #1245	56.00
10508217	111621		Tri-City Express Care LLC 935	Empl #1246	56.00
10508217	111621		Tri-City Express Care LLC 935	Empl #1247	56.00
10508217	111621		Tri-City Express Care LLC 935	Empl #1248	56.00
10508217	111621		Tri-City Express Care LLC 935	Empl #1248 (retest)	56.00
10508217	111621		Tri-City Express Care LLC 935	Empl #1249	56.00
10508217	111621		Tri-City Express Care LLC 935	Empl #1252	56.00
10508217	111621		Tri-City Express Care LLC 935	Empl #1253	56.00
10508217	111621		Tri-City Express Care LLC 935	Empl #1254	56.00
10508217	111621		Tri-City Express Care LLC 935	Empl #1255	56.00
10508217	111621		Tri-City Express Care LLC 935	Empl #1259	56.00
10508217	111621		Tri-City Express Care LLC 935	Empl #876	56.00
10508217	111621		Tri-City Express Care LLC 935	Empl #880 Random CDL test	28.00
10508217	111621		Tri-City Express Care LLC 935	Empl #1258	56.00
10508217	111693		Benefit Intelligence Inc. (ConsultADoc)	Monthly service fee	570.00
10508217	111709	10/11/2018	GABRIEL & ASHWORTH P.L.L.C.	RETAINER - INVESTIGATIVE SERVICES	2,000.00
10508217	111815		Az Department of Public Safety	Fingerprint background check	22.00
10508217	111854		INFINISOURCE INC.	SEP ADMINISTRATIVE FEE	292.05
10508401	10162018	10/16/2018	Pages Editorial Services	PAGES Subscription	225.00
Community Development					

10510201	111887	10/25/2018	Verizon Wireless	COMMUNITY DEVELOPMENT	299.65
10510201	111887	10/25/2018	Verizon Wireless	COMMUNITY DEVELOPMENT	264.18
10510203	111799	10/18/2018	Toshiba Business Solutions USA	Maintenance Agreement Copier	182.45
10510207	111672		Toshiba Business Solutions USA	Maintenance Agreement Copier	263.61
10510207	111799	10/18/2018	Toshiba Business Solutions USA	MONTHLY LEASE	248.54
10510207	111883	10/25/2018	Tri-City Express Care LLC 935	CDL PHYSICAL - CURTIS WILLIAMS	52.00
10510209	111837		Day Auto Supply Inc	Blanket for Fleet Parts	33.90
10510215	111685		ARIZONA PUBLIC SERVICE	224 W. 20 ST ELECTRIC	1,032.49
10510215	111738	10/11/2018	SOUTHWEST GAS CORPORATION	200 W 20TH ST	57.41
10510215	111755	10/18/2018	ARIZONA PUBLIC SERVICE	ELECTRIC 224 W 20ST	1,032.49
10510217	111779		HUB Planning & Urban Design LLC	PROFESSIONAL SERVICES	1,066.00
10510301	10162018	10/16/2018	AMAZON.COM	2 - 2012 IBS tabs	36.34
10510302	111774	10/18/2018	FLORENCE TRUE VALUE HARDWARE	Operating Supplies - Building Safety	21.47
10510302	111774	10/18/2018	FLORENCE TRUE VALUE HARDWARE	Operating Supplies - Building Safety	6.34
10510302	111844		FLORENCE TRUE VALUE HARDWARE	Operating Supplies - Building Safety	96.92
10510306	111678	10/4/2018	WEX BANK	FUEL EXPENSE SEP2018-COM DEV	243.58
10510401	111652	10/4/2018	FLORENCE TOASTMASTERS	SEMI-ANNUAL DUES.M BENITEZ	45.00
10510402			CHRISTOPHER SALAS	AZBO CONF PER DIEM - CHRIS S - DINNER	
10510402			CHRISTOPHER SALAS	PER DIEM AZBO CONF - CHRIS S - DINNER	
10510402		Multiple	CHRISTOPHER SALAS	AZBO CONF PER DIEM - CHRIS S - DINNER	0.00
10510402	109944	Multiple	CHRISTOPHER SALAS	PER DIEM AZBO CONF - CHRIS S - DINNER	0.00
10510403			CHRISTOPHER SALAS	ICC IRC EXAM - CHRIS S - LUNCH PER DIEM	
10510403	109944	Multiple	CHRISTOPHER SALAS	ICC IRC EXAM - CHRIS S - LUNCH PER DIEM	0.00
10510403	111684	10/11/2018	Arizona Building Officials	TRAINING EXPENSES	300.00
10510403	111684	10/11/2018	Arizona Building Officials	TRAINING EXPENSES	300.00
10510403	111684	10/11/2018	Arizona Building Officials	TRAINING EXPENSES	300.00
10510403	111684	10/11/2018	Arizona Building Officials	TRAINING EXPENSES	250.00
Police Adm	inistration				
10511201	111698	10/11/2018	COX BUSINESS	425 N PINAL ST	6.28
10511201	111887	10/25/2018	Verizon Wireless	POLICE ADMINISTRATION	1,594.17
10511201	111887	10/25/2018	Verizon Wireless	Superior Fire	91.14
10511201	111887		Verizon Wireless	POLICE ADMINISTRATION	1,547.12
10511201	111887	10/25/2018	Verizon Wireless	Superior Fire	91.49
10511211	111812	10/25/2018	Arizona Office of Technology	Copier Charges	487.10
10511215	111685	10/11/2018	ARIZONA PUBLIC SERVICE	1817 N HUNBT HWY ELECTRIC	142.32
10511215	111685	10/11/2018	ARIZONA PUBLIC SERVICE	193 E. 6 ST ELECTRIC	65.35
10511215	111685	10/11/2018	ARIZONA PUBLIC SERVICE	425 N PINAL ST. ELECTRIC	1,507.47
10511215	111737	10/11/2018	SAN CARLOS IRRIGATION	3949 N IOWA RADIO TOWER 2	419.84
10511215	111755	10/18/2018	ARIZONA PUBLIC SERVICE	ELECTRIC 1817 N HUND HWY	142.31
10511215	111755	10/18/2018	ARIZONA PUBLIC SERVICE	ELECTRIC 201 N GRANITE ST	65.35
10511215	111755	10/18/2018	ARIZONA PUBLIC SERVICE	ELECTRIC 425 N PINAL ST PD	1,507.47
10511217	111795		SHRED-IT USA	Shredding Police Dept	34.00
	111676	1	WATER SHED	Ice for PD	27.42

10511302	111889	10/25/2018	WATER SHED	Ice for PD	19.20
10511306	111678	10/4/2018	WEX BANK	FUEL EXPENSE SEPTEMBER - PD ADMIN	1,294.06
10511401	111882	10/25/2018	Town of Payson	Dues: Defense Program	250.00
10511402	111645	10/4/2018	DANIEL HUGHES	Business lunch reimbursement: Federal Court: Chief, Lt, Cliff	32.94
Police Supp					
10512215	111685		ARIZONA PUBLIC SERVICE	200 E 6TH ST ELECTRIC	4,195.42
10512215	111738		SOUTHWEST GAS CORPORATION	200 E 6TH ST	57.41
10512215	111755		ARIZONA PUBLIC SERVICE	ELECTRIC 200 E 6TH ST	4,195.42
10512301	111728		OFFICE DEPOT INC	office supplies: batteries, labels, correction tape	358.55
10512301	111728		OFFICE DEPOT INC	Office supplies: hanging folders	36.71
10512301	111728		OFFICE DEPOT INC	office supplies: batteries, labels, correction tape	78.84
10512301	10162018	10/16/2018	SAMS CLUB	Supplies for Community Event - Halloween	195.31
Police Oper	ations				
10514209	111647		Day Auto Supply Inc	Blanket for Fleet Parts	13.52
10514209	111647	10/4/2018	Day Auto Supply Inc	Stock FILTERS FOR PD	203.75
10514209	111657	10/4/2018	Interstate Battery System of Scottsdale	Blanket for Batteries for Fleet	210.19
10514209	111699	10/11/2018	Day Auto Supply Inc	Blanket for Fleet Parts	256.83
10514209	111768	10/18/2018	Day Auto Supply Inc	Blanket for Fleet Parts	76.35
10514209	111768	10/18/2018	Day Auto Supply Inc	Blanket for Fleet Parts	26.82
10514209	111768	10/18/2018	Day Auto Supply Inc	Blanket for Fleet Parts	12.00
10514209	111768	10/18/2018	Day Auto Supply Inc	Blanket for Fleet Parts	312.97
10514209	111768	10/18/2018	Day Auto Supply Inc	Blanket for Fleet Parts	5.68
10514209	111837	10/25/2018	Day Auto Supply Inc	Blanket for Fleet Parts	331.43
10514209	111837	10/25/2018	Day Auto Supply Inc	Blanket for Fleet Parts	271.03
10514209	111837		Day Auto Supply Inc	Blanket for Fleet Parts	6.54
10514209	111837		Day Auto Supply Inc	Blanket for Fleet Parts	31.32
10514209	111860	10/25/2018	JONES AUTO CENTER	Blanket for Fleet parts	25.63
10514217	111654	10/4/2018	Freeport-McMoran Copper & Gold	Disposal cost-contraband burn	175.00
10514302	111647	10/4/2018	Day Auto Supply Inc	OPS cleaning supply	44.75
10514302	111712	10/11/2018	GRAINGER INC.	OPS supplies for car care cleaning	78.14
10514302	111712	10/11/2018	GRAINGER INC.	OPS supplies for car care cleaning	234.32
10514302	111884	10/25/2018	TRITECH FORENSICS	Blood alcohol test kits	134.00
10514302	10162018	10/16/2018		Gas Spring	45.81
10514304	111834		DANIEL HUGHES	Reimb for shirts	110.76
10514304	111834	10/25/2018	DANIEL HUGHES	Reimb.for shirts	31.95
10514304	10162018		UNIVERSAL POLICE SUPPLY INC	Tac lites for Sgt. Klix	107.99
10514306	111678	10/4/2018	WEX BANK	FUEL EXPENSE SEPTEMBER PD OPERATIONS	7,057.95
10514307	111839	10/25/2018	DON CAMPBELL	Reimb.for Gen2 battery for K9 use	46.99
10514314	111817	10/25/2018	Banner Occupational Health Clinics	Physical for Sutton	505.00
10514314	111883	10/25/2018	Tri-City Express Care LLC 935	DRUG SCREEN FOR PD EMPL	168.00
10514401	111667		ROCKY MOUNTAIN INFO NETWORK	MEMBERSHIP	100.00
10514403	111629	10/4/2018	1105 Media Inc.	Registration fee for Ballard/Campbell	118.00
10514403	111839	10/25/2018	DON CAMPBELL	reimb.for CDL license needed for OPS	25.00
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10514403	111881	10/25/2018	TIMOTHY MURPHY	Reimb.for shoes needed for PT Training Instructor School	48.86
10514403	111892		WILLIAM TANNER FOSTER	per diem for training: 10/18-19-2018	28.00
			-		
10514403	10162018	10/16/2018	MARRIOTT HOTEL	Sgt. Klix Hotel Expense on way to FBI Training Quantico WV	98.35
10514403	10162018	10/16/2018	MARRIOTT HOTEL	Sgt. Klix Hotel Expense on way to FBI Training Quantico WV	106.11
	10162018	10/16/2018	MARRIOTT HOTEL	Sgt. Klix Hotel Expense on way to FBI Training Quantico WV	114.38
Fire Admini					
10515201	111887		Verizon Wireless	FIRE ADMINISTRATION	672.15
10515201	111887		Verizon Wireless	FIRE ADMINISTRATION	671.67
10515203	111672		Toshiba Business Solutions USA	Maintenance Agreement Copier	213.83
10515207	111648		ECM2 LLC	call manager annual fee	1,000.00
10515207	111705		ESO SOLUTIONS INC	annual contract renewal	6,350.00
10515209	111768		Day Auto Supply Inc	Blanket for Fleet Parts	93.48
10515209	111837		Day Auto Supply Inc	Blanket for Fleet Parts	58.09
10515215	111685		ARIZONA PUBLIC SERVICE	1817 N HUNT HWY ELECTRIC	142.32
10515215	111685		ARIZONA PUBLIC SERVICE	72 E. 1ST ELECTRIC	1,561.78
10515215	111738		SOUTHWEST GAS CORPORATION	72 E. 1ST ST	167.37
10515215	111755	10/18/2018	ARIZONA PUBLIC SERVICE	ELECTRIC 1817 N HUNT HWY	142.32
10515215	111755		ARIZONA PUBLIC SERVICE	ELECTRIC 72 E 1ST	1,561.78
10515301	111689	10/11/2018	B&H PHOTO VIDEO	replacement tablet stylus (2)	78.38
10515301	111876	10/25/2018	Staples Business Advantage	RED SHARPIES	5.85
10515306	111678		WEX BANK	FUEL EXPENSE SEPTEMBER - FIRE ADMIN	691.20
10515407	111736	10/11/2018	RUMDOUL IN	shipping for free supplies	37.38
10515407	Multiple	Multiple	ALERT- ALL CORP	Public Education Supplies	2,036.25
<b>Fire Station</b>	#1				
10516209	111742		Superstition Fire & Medical District	shop 126 MAINT, GAUGE, A/C HOSE, BALL VALVE	1,240.67
10516209	111742	10/11/2018	Superstition Fire & Medical District	misc. DEF for engines	246.98
				shop 138 repairs to refrig leak, corrosion on foam tank gauge,	
10516209	111742	10/11/2018	Superstition Fire & Medical District	rebuilt ldh etc.	2,347.42
10516209	111742		Superstition Fire & Medical District	shop 135 Tender maintenance pump cavitation, fixed	73.00
10516209	111742		Superstition Fire & Medical District	shop 138 maintenance, check engine light, refrig leak	822.19
10516209	111742		Superstition Fire & Medical District	Misc. DEF for engines	29.88
10516302	111666		ROADRUNNER OXYGEN SVC	Cylinder refill	20.96
10516302	111708		FLORENCE TRUE VALUE HARDWARE	blanket po for Florence True Value	20.10
10516302	111844	10/25/2018	FLORENCE TRUE VALUE HARDWARE	NUTS & BOLTS	7.47
10516304	111749	10/11/2018	UNITED FIRE EQUIPMENT CO.	Uniform allowance - OLSEN	200.00
10516304	111886	10/25/2018	UNITED FIRE EQUIPMENT CO.	Uniform allowance - ROBISON	257.66
10516306	111678		WEX BANK	FUEL EXPENSE SEP2018 FIRE 541	1,095.76
10516312	111655	10/4/2018	GULF COAST BANK & TRUST COMPANY	cleaning and repair of turnouts after a fire.	583.00

10516312	111714	10/11/2018 GULF COAST BANK & TRUST COMPANY	repair and cleaning of (2) sets of turn outs.	517.0
10516312	111749	10/11/2018 UNITED FIRE EQUIPMENT CO.	dry wall hook 6ft D-ring handle	150.2
10516316	111630	10/4/2018 A & R Fire Protection LLC	installation of sprinklers in bay rooms	1,200.0
10516321	111635	10/4/2018 BANNER IRONWOOD MEDICAL CENTER	drug restock at hospital	33.9
10516403	111664	10/4/2018 PINAL CO SHERIFF'S OFFICE	tuition for Peer Support Training	200.0
10516403	111683	10/11/2018 Arizona Academy of	EMS certification refreshers	1,875.0
10516403		10/16/2018 AMAZON.COM	IV Practice Arm	209.7
Fire Station				
10517201	111641	10/4/2018 CENTURYLINK	2035 HUNT FIRE	216.0
10517201	111766	10/18/2018 COX BUSINESS	2035 HUNT HWY	109.9
			shop 139 maintenance and repairs on ladder filters, oils,	
10517209	111742	10/11/2018 Superstition Fire & Medical District	coolant, lights, labor etc.	7,071.4
10517209	111742	10/11/2018 Superstition Fire & Medical District	shop 139 BLOWN RADIATOR HOSE REPAIR	579.0
10517209	111742	10/11/2018 Superstition Fire & Medical District	shop 139 service call, truck blew a coolant hose.	278.0
10517212	111781	10/18/2018 Johnson Utilities	water bill for station #2	32.6
10517212	111781	10/18/2018 Johnson Utilities	water/SEWER STATION #2	331.7
10517215	111685	10/11/2018 ARIZONA PUBLIC SERVICE	2035 N HUNT HWY ELECTRIC	1,836.4
10517215	111738	10/11/2018 SOUTHWEST GAS CORPORATION	2035 N HUNT HWY	104.0
10517215	111755	10/18/2018 ARIZONA PUBLIC SERVICE	ELECTRIC 2035 N HUNT HWY	1,836.4
10517304	111886	10/25/2018 UNITED FIRE EQUIPMENT CO.	Uniform allowance - WEHERBEE	186.9
10517306	111678	10/4/2018 WEX BANK	FUEL EXPENSE SEP2018-FIRE 542	573.4
10517312	111655	10/4/2018 GULF COAST BANK & TRUST COMPANY	cleaning and repair of turnouts after a fire	583.0
10517403	111683	10/11/2018 Arizona Academy of	EMS Certification refreshers station #2	1,875.0
10517403	111725	10/11/2018 MICHAEL J. SCHERM	reimbursement for payment on online instructor fees	43.0
10517403	111873	10/25/2018 SAFE KIDS	car seat tech renewal for Bruin	50.
nformation	Technology			
10519201	111887	10/25/2018 Verizon Wireless	IT / COUNCIL LAPTOPS	381.0
10519201	111887	10/25/2018 Verizon Wireless	NO-COST CENTER/IT	27.3
10519201	111887	10/25/2018 Verizon Wireless	IT / COUNCIL LAPTOPS	382.8
10519201	111887	10/25/2018 Verizon Wireless	NO-COST CENTER-IT	140.6
10519201		10/16/2018 AMAZON.COM	IT Phone Case	19.3
10519201		10/16/2018 AMAZON.COM	IT Phone Case Aaron	19.3
10519207	10162018	10/16/2018 ADOBE SYSTEMS INCORPORATED	Adobe Creative Cloud Subscription	57.
10519207	10162018	10/16/2018 RAMNODE.COM	Town Website Hosting	83.
10519217	111633	10/4/2018 Arizona Office of Technology	MANAGED PRINT SERVICES	1,044.9
10519217	10162018	10/16/2018 SendGrid	Town Email Campaign Service	9.
10519222	111643	10/4/2018 COX BUSINESS	MAIN LINE	688.0
10519306	111678	10/4/2018 WEX BANK	FUEL EXPENSE SEP2018-IT	43.8
10519323	10162018	10/16/2018 Microsoft Corporation	Monthly Microsoft Office 365 Fee for Online Service	677.5
			Wireless Receiver for Town Manager/Mayor interaction	
10519410	10162018	10/16/2018 AMAZON.COM	during council	32.6
Fitness Cent				
10520201	111643	10/4/2018 COX BUSINESS	FITNESS CENTER	3.1

10520201	111643	10/4/2018	COX BUSINESS	digital adapter-mthly fees	3.14
10520208	111767	10/18/2018	David J. DeFeo dba	Fitness center preventative maintenance	301.50
10520215	111685	10/11/2018	ARIZONA PUBLIC SERVICE	133 N MAIN ST ELECTRIC	832.37
10520215	111738	10/11/2018	SOUTHWEST GAS CORPORATION	133 N MAIN ST	57.41
10520215	111755	10/18/2018	ARIZONA PUBLIC SERVICE	ELECTRIC 133 N MAIN ST	832.37
10520302	111663		PETTY CASH - SENIOR CENTER	Lisa messenger/bingo	30.66
10520302	111752	10/11/2018	WATER SHED	Drinking water for After School Program	27.70
10520302	111788	10/18/2018	OFFICE DEPOT INC	Vacuum Bags for Fitness Center	15.19
Parks & Rec	reation Adr	nin			
10521201	111643	10/4/2018	COX BUSINESS	SENIOR CENTER	19.91
				RFQ Public Notice for Parks and Recreation Comprehensive	
10521203	111694	10/11/2018	Casa Grande Valley Newspaper Inc.	Plan	67.32
10521203	111748		Toshiba Business Solutions USA	Maintenance Agreement Copier- Parks & Rec.	485.56
10521203	111748	10/11/2018	Toshiba Business Solutions USA	Maintenance Agreement Copier- Community Services	446.09
10521301	111662	10/4/2018	OFFICE DEPOT INC	Paper, Pens, Calendars and other office supplies	86.58
10521301	111662	10/4/2018	OFFICE DEPOT INC	Paper, Pens, Calendars and other office supplies	25.30
10521301	111662	10/4/2018	OFFICE DEPOT INC	Paper, Pens, Calendars and other office supplies	14.11
10521301	111662	10/4/2018	OFFICE DEPOT INC	Paper, Pens, Calendars and other office supplies	39.27
10521301	111662	10/4/2018	OFFICE DEPOT INC	Paper, Pens, Calendars and other office supplies	20.58
10521301	111662	10/4/2018	OFFICE DEPOT INC	Paper, Pens, Calendars and other office supplies	182.01
10521301	111662	10/4/2018	OFFICE DEPOT INC	Paper, Pens, Calendars and other office supplies	20.58
10521301	111662	10/4/2018	OFFICE DEPOT INC	Paper, Pens, Calendars and other office supplies	10.60
10521301	111662	10/4/2018	OFFICE DEPOT INC	Paper, Pens, Calendars and other office supplies	11.45
10521301	111662	10/4/2018	OFFICE DEPOT INC	Paper, Pens, Calendars and other office supplies	64.17
10521335	111797	10/18/2018	SPEKTRUM APPAREL	Five 3x6 Halloween Banners	412.58
10521401	111668	10/4/2018	SECRETARY OF STATE	Notary Public Application- Graciano-Bustillos, Teresa	43.00
10521402	111636	10/4/2018	BRYAN HUGHES	ADOT 5310 Implementation Meeting - Per Diem	56.00
Parks Mainte	enance				
10522201	111887	10/25/2018	Verizon Wireless	PARKS	184.29
10522201	111887	10/25/2018	Verizon Wireless	PARKS	179.75
				GOPHER CONTROL AT HERTIAGE PARK, SENIOR	
10522207	111634	10/4/2018	Arizona's Best Choice Pest & Termite Svc	CENTER AND LITTLE LEAGUE	235.00
				GOPHER CONTROL AT HERTIAGE PARK, SENIOR	
10522207	111634	10/4/2018	Arizona's Best Choice Pest & Termite Svc	CENTER AND LITTLE LEAGUE	235.00
				GOPHER CONTROL AT HERTIAGE PARK, SENIOR	
10522207	111634	10/4/2018	Arizona's Best Choice Pest & Termite Svc	CENTER AND LITTLE LEAGUE	235.00
				GOPHER CONTROL AT HERTIAGE PARK, SENIOR	
10522207	111634	10/4/2018	Arizona's Best Choice Pest & Termite Svc	CENTER AND LITTLE LEAGUE	235.00
10522208	111741	10/11/2018	STOTZ EQUIPMENT	MOWER PARTS AND TRIMMER LINE	190.79
10522209	111647	10/4/2018	Day Auto Supply Inc	Blanket for Fleet Parts	9.49
10522209	111647	10/4/2018	Day Auto Supply Inc	Blanket for Fleet Parts	5.07
10522209	111647		Day Auto Supply Inc	Blanket for Fleet Parts	10.26
10522215	111685	10/11/2018	ARIZONA PUBLIC SERVICE	121 W 22 ST PARK ELECTRIC	119.75

10522215	111685		ARIZONA PUBLIC SERVICE	174 W. 1 ST UNIT 2 ELECTRIC	4,932.78
10522215	111685		ARIZONA PUBLIC SERVICE	218 E. 8 ST ELECTRIC	180.87
10522215	111685		ARIZONA PUBLIC SERVICE	28 E. 11TH ST ELECTRIC	96.11
10522215	111685		ARIZONA PUBLIC SERVICE	289 N MAIN ST UNIT 1-2 ELECTRIC	82.00
10522215	111685		ARIZONA PUBLIC SERVICE	290 N BAILEY ST ELECTRIC	36.23
10522215	111685		ARIZONA PUBLIC SERVICE	300 W 1 ST ELECTRIC	989.47
10522215	111685		ARIZONA PUBLIC SERVICE	364 N UNIVERSITY ELECTRIC	347.30
10522215	111685		ARIZONA PUBLIC SERVICE	77 W. RUGGLES ST ELECTRIC	88.25
10522215	111755	10/18/2018	ARIZONA PUBLIC SERVICE	ELECTRIC 121 W 22 ST PARK	119.75
10522215	111755	10/18/2018	ARIZONA PUBLIC SERVICE	ELECTRIC 218 E 8TH ST	180.87
10522215	111755	10/18/2018	ARIZONA PUBLIC SERVICE	ELECTRIC 28 E 11TH ST	96.11
10522215	111755	10/18/2018	ARIZONA PUBLIC SERVICE	ELECTRIC 289 N MAIN ST UNIT 1-2	82.00
10522215	111755	10/18/2018	ARIZONA PUBLIC SERVICE	ELECTRIC 290 N BAILEY ST	36.23
10522215	111755	10/18/2018	ARIZONA PUBLIC SERVICE	ELECTRIC 300 W 1ST	989.47
10522215	111755	10/18/2018	ARIZONA PUBLIC SERVICE	ELECTRIC 364 N UNIVERSITY	347.30
10522215	111755	10/18/2018	ARIZONA PUBLIC SERVICE	ELECTRIC77 W RUGGLES ST	88.25
10522302	111708	10/11/2018	FLORENCE TRUE VALUE HARDWARE	NUTS, BOLTS & SCREWS	8.94
				Irrigation supplies, field marking paint, miscellaneous items	
10522302	111708	10/11/2018	FLORENCE TRUE VALUE HARDWARE	for Park Maintenance.	57.56
				Irrigation supplies, field marking paint, miscellaneous items	
10522302	111708	10/11/2018	FLORENCE TRUE VALUE HARDWARE	for Park Maintenance.	12.69
				Irrigation supplies, field marking paint, miscellaneous items	
10522302	111708	10/11/2018	FLORENCE TRUE VALUE HARDWARE	for Park Maintenance.	11.99
				Irrigation supplies, field marking paint, miscellaneous items	
10522302	111708	10/11/2018	FLORENCE TRUE VALUE HARDWARE	for Park Maintenance.	21.51
				Irrigation supplies, field marking paint, miscellaneous items	
10522302	111708	10/11/2018	FLORENCE TRUE VALUE HARDWARE	for Park Maintenance.	3.25
				Irrigation supplies, field marking paint, miscellaneous items	
10522302	111708	10/11/2018	FLORENCE TRUE VALUE HARDWARE	for Park Maintenance.	14.35
				Irrigation supplies, field marking paint, miscellaneous items	
10522302	111708	10/11/2018	FLORENCE TRUE VALUE HARDWARE	for Park Maintenance.	63.45
				Irrigation supplies, field marking paint, miscellaneous items	
10522302	111708	10/11/2018	FLORENCE TRUE VALUE HARDWARE	for Park Maintenance.	42.36
10522302	111752	10/11/2018	WATER SHED	Drinking water for After School Program	47.17
10522302	111752	10/11/2018	WATER SHED	Drinking water for After School Program	26.31
10522302	111752	10/11/2018	WATER SHED	Drinking water for Community Center Staff	19.75
10522302	111837	10/25/2018	Day Auto Supply Inc	Oil, Anti-Freeze for Mowers	8.06
10522306	111678		WEX BANK	FUEL EXPENS SEP2018-PARKS MAINT	653.23
10522317	111756		ARIZONA STATE PRISON-FLORENCE	INMATE LABOR/WORK PROGRAM	64.00
10522317	111806		WILBUR-ELLIS COMPANY	Rye Seed for Overseeing	851.29
10522317	10162018		HOME DEPOT CREDIT SERVICES	Mulch for over-seeding	267.37
10522403	111841		Elijah White	Per Diem for ACLA Workshops	15.00
10522403	111866		MIKE LOPEZ JR.	Per Diem for ACLA Trainings	15.00

		10/16/2018 ALCA	ACLP Workshops - Lopez ACLP Workshops - White	60.00
10522403	10162018	10/16/2018 ALCA	ACLP Workshops - Lopez ACLP Workshops - White	60.00
10523215	111755	10/18/2018 ARIZONA PUBLIC SERVICE	ELECTRIC 778 N MAIN ST	6,351.15
Community	Center Facil			
10523302	111752	10/11/2018 WATER SHED	Drinking water for Community Center Staff	13.16
10523302	111752	10/11/2018 WATER SHED	Drinking water for Community Center Staff	13.16
10523302	111752	10/11/2018 WATER SHED	Drinking water for Community Center Staff	19.75
10523302	10162018	10/16/2018 WALKER DISPAY INCORPORATED	Art Display System for L&CC Lobby	683.92
10523401	10162018	10/16/2018 MOOD MEDIA CORPORATE	Pandora Music Subscription - Library & Community Center	29.43
Aquatics Pr	ograms			
			P500 Grid, P140 Grid and High Level Switch (PVDF) for	
10524208	111682	10/11/2018 AQUATIC ENVIRONMENTAL	Aquatic Center	192.07
10524215	111685	10/11/2018 ARIZONA PUBLIC SERVICE	778 N MAIN ST ELECTRIC	6,351.15
10524215	111755	10/18/2018 ARIZONA PUBLIC SERVICE	ELECTRIC 174 W 1ST UNIT 2	4,932.78
10524401	10162018	10/16/2018 MOOD MEDIA CORPORATE	Pandora Music Subscription - Aquatic Center	29.43
Recreation I				
10525201	111887	10/25/2018 Verizon Wireless	RECREATION	118.04
10525201	111887	10/25/2018 Verizon Wireless	RECREATION	117.47
10525217	111783	10/18/2018 KIM A. HUNTER	Teen Leadership and programming for the 18-19 FY	3,000.00
10525224	111701	10/11/2018 DENISE GORDEN	Zumba Instructor fees	150.00
10525224	111870	10/25/2018 REGINALD A. MENCY	Jr NFL Referee	288.00
10525302	111659	10/4/2018 JIM HEET PHOTOGRAPHY	Trophy Pics	375.82
10525302	111671	10/4/2018 SURF & SKI ENTERPRISES	Shirts for Kickball	283.50
10525302	111721	10/11/2018 LANE AWARD MANUFACTURING	Name Tags for Arts and Culture Commission	48.18
10525302	111752	10/11/2018 WATER SHED	Drinking water for Community Center Staff	26.32
10525302	111762	10/18/2018 BSN Sports LLC	Futsal Balls	237.49
10525302	111762	10/18/2018 BSN Sports LLC	Futsal Balls	110.88
10525302	111780	10/18/2018 JIM HEET PHOTOGRAPHY	Pic Trophies for Kickball	76.44
10525302	111786	10/18/2018 Nat'l Ctr For Safety Initiatives LLC	Background Checks	192.00
10525302	10162018	10/16/2018 AMAZON.COM	Program Supplies for Fab Lab Activities	42.00
10525302	10162018	10/16/2018 AMAZON.COM	Program Supplies for fab lab activities	112.50
10525302	10162018	10/16/2018 Dick Blick Art Materials	Arts and Culture Commission Programming Supplies	305.45
10525302	10162018	10/16/2018 Dick Blick Art Materials	Arts and Culture Commission Programming Supplies	8.27
10525302	10162018	10/16/2018 Element Metals, LLC	Supplies for fall fun program	119.67
10525302	10162018	10/16/2018 WALMART COMMUNITY # 0005 7118	Supplies for the Before and After the Bell Program	54.44
10525302	10162018	10/16/2018 WALMART COMMUNITY # 0005 7118	Supplies for Rec/Community Center events.	11.02
	10162018	10/16/2018 WALMART COMMUNITY # 0005 7118	Fall Winter Youth Sports Supplies	14.24
10525302	10162018	10/16/2018 WALMART COMMUNITY # 0005 7118	FTC supplies for lock in	5.73
10525302	10162018	10/16/2018 WALMART COMMUNITY # 0005 7118	FTC supplies for lock in	7.29
10525306	111678	10/4/2018 WEX BANK	FUEL EXPENSE SEP2018-PARKS & REC	296.61
	10162018	10/16/2018 CNA Surety Direct Bill	Notary Public Bond for Teresa Graciano-Bustillos	50.00

10526222	111638	10/4/2018	Celestial Nights Family Entertainment	10/13 50' Movie Screen Rental	1,149.00
10526302			BROWN PAPER TICKETS	Tickets for the 2019 Home Tour	56.70
Senior Cent			-		
10528201	111833	10/25/2018	COX BUSINESS	SENIOR CENTER	19.91
10528201	111887		Verizon Wireless	SENIOR CENTER	30.98
10528201	111887		Verizon Wireless	SENIOR CENTER	32.84
10528209	111784		LONG STAR AUTO GLASS SERVICES	Blanket for Fleet glass repairs & replacement	223.74
10528215	111685	10/11/2018	ARIZONA PUBLIC SERVICE	330 N PINAL ST ELECTRIC	1,492.34
10528215	111738		SOUTHWEST GAS CORPORATION	330 N PINAL ST	85.31
10528215	111755	10/18/2018	ARIZONA PUBLIC SERVICE	ELECTRIC 330 N PINAL ST	1,492.34
10528217	111632	10/4/2018	AQUA CHILL INC #1	Rental on RO system for 6 months @ \$32.61 per month	11.52
10528217	111790	10/18/2018	PINAL NUTRITION PROGRAM	Meals for September	1,071.06
10528217	111810	10/25/2018	AQUA CHILL INC #1	Rental on RO system for 6 months @ \$32.61 per month	32.61
10528217	10162018		ARIZONA ZIP LINE ADVENTURES	Admission for grill your own steak night	144.72
10528301	111662	10/4/2018	OFFICE DEPOT INC	Office supplies	110.86
10528301	111867	10/25/2018	OFFICE DEPOT INC	Office supplies	45.90
10528302	111663	10/4/2018	PETTY CASH - SENIOR CENTER	dollar general/birthdays	4.44
10528302	111663	10/4/2018	PETTY CASH - SENIOR CENTER	Dollar General meal supply	3.83
10528302	111663	10/4/2018	PETTY CASH - SENIOR CENTER	FLOWERS FOR OLGA CATHEMER 102 BD	19.65
10528302	111663	10/4/2018	PETTY CASH - SENIOR CENTER	Lisa messenger	29.45
10528302	111663	10/4/2018	PETTY CASH - SENIOR CENTER	Lisa messenger/bingo	30.85
10528302	111663	10/4/2018	PETTY CASH - SENIOR CENTER	Lisa Messenger/Bingo	31.89
10528302	111663	10/4/2018	PETTY CASH - SENIOR CENTER	superstition Market/bingo	30.00
10528302	111676	10/4/2018	WATER SHED	Water and Ice for 6 months	11.52
10528302	111889	10/25/2018	WATER SHED	Water/ice senior center	13.99
10528302	111889		WATER SHED	Water/ice senior center	11.52
10528302	111889		WATER SHED	Water/ice senior center	9.05
10528302	111889		WATER SHED	Water/ice senior center	11.52
10528302	10162018	10/16/2018	WALMART COMMUNITY # 0005 7118	Supplies for Senior Center	27.69
10528302	10162018	10/16/2018	WALMART COMMUNITY # 0005 7118	Supplies for Senior Center	90.60
10528302	10162018		WALMART COMMUNITY # 0005 7118	Supplies for Senior Center	209.41
10528306	111678		WEX BANK	FUEL EXPENSE SEP2018-SENIOR CENTER	405.77
10528401	111668	10/4/2018	SECRETARY OF STATE	Notary Public Application- Jaquette, Tonya	43.00
10528401	10162018		CNA Surety Direct Bill	Notary Public Bond for Tonya Marie Jaquette	50.00
10528444	111663		PETTY CASH - SENIOR CENTER	Safeway/flowers for Olga cathemer	10.86
10528444	10162018		HONG KONG RESTAURANT	Senior meal for September 21	130.22
10528444	10162018		SMART & FINAL STORES CORP	Supplies for Senior Center Labor Day Event	249.97
10528444	10162018	10/16/2018	SMART & FINAL STORES CORP	Supplies for Senior Center Labor Day Event	274.48
Library					
10529302			AMAZON.COM	material for fab lab (2 of 2)	79.75
10529302			AMAZON.COM	material for fab lab (1 of 2)	56.49
10529302	10162018		AMAZON.COM	computer supplies and clorox wipes	66.86
10529308	111760	10/18/2018	BAKER & TAYLOR BOOKS	Children's/YA Books	17.06

10529308	111760	10/18/2018 BAKER & TAYLOR BOOKS	Children's/YA Books	61.43
10529308	111760	10/18/2018 BAKER & TAYLOR BOOKS	Fiction Books and DVDs	110.33
10529308	111760	10/18/2018 BAKER & TAYLOR BOOKS	Fiction Books and DVDs	29.10
10529308	111760	10/18/2018 BAKER & TAYLOR BOOKS	Fiction Books and DVDs	15.94
10529308	111760	10/18/2018 BAKER & TAYLOR BOOKS	Fiction Books and DVDs	181.98
10529308	111760	10/18/2018 BAKER & TAYLOR BOOKS	Childers/YA Books	656.54
10529308	111760	10/18/2018 BAKER & TAYLOR BOOKS	Nonfiction Books and DVDs	30.55
10529308	111760	10/18/2018 BAKER & TAYLOR BOOKS	Fiction/CDs/Audio Books	30.39
10529308	111760	10/18/2018 BAKER & TAYLOR BOOKS	Children's/YA Books	26.23
10529308	111760	10/18/2018 BAKER & TAYLOR BOOKS	Fiction Books and DVDs	20.33
10529308	111760	10/18/2018 BAKER & TAYLOR BOOKS	Nonfiction books/CDs/audio	223.71
10529308	111760	10/18/2018 BAKER & TAYLOR BOOKS	Childers/YA Books	72.74
10529308	111760	10/18/2018 BAKER & TAYLOR BOOKS	Fiction Books and DVDs	143.35
10529308	111760	10/18/2018 BAKER & TAYLOR BOOKS	Fiction Books and DVDs	17.23
10529308	111760	10/18/2018 BAKER & TAYLOR BOOKS	Fiction Books and DVDs	139.39
10529308	111760	10/18/2018 BAKER & TAYLOR BOOKS	Books	73.64
10529308	111760	10/18/2018 BAKER & TAYLOR BOOKS	Fiction Books and DVDs	14.98
10529308	111760	10/18/2018 BAKER & TAYLOR BOOKS	Fiction Books and DVDs	86.93
10529308	111760	10/18/2018 BAKER & TAYLOR BOOKS	Fiction Books and DVDs	25.49
10529308	111816	10/25/2018 BAKER & TAYLOR BOOKS	Fiction/CD's Books	19.24
10529308	111816	10/25/2018 BAKER & TAYLOR BOOKS	Children's/YA Books	45.18
10529308	111816	10/25/2018 BAKER & TAYLOR BOOKS	Books	21.43
10529308	111816	10/25/2018 BAKER & TAYLOR BOOKS	Books	10.77
10529308	111816	10/25/2018 BAKER & TAYLOR BOOKS	Nonfiction books/CDs/audio	111.21
10529308	111816	10/25/2018 BAKER & TAYLOR BOOKS	Childers/YA Books	33.76
10529308	111816	10/25/2018 BAKER & TAYLOR BOOKS	Fiction Books and DVDs	22.47
10529308	111816	10/25/2018 BAKER & TAYLOR BOOKS	Fiction Books and DVDs	63.70
10529308	10162018	10/16/2018 AMAZON.COM	computer supplies and clorox wipes	13.38
Engineering	J			
10530201	111887	10/25/2018 Verizon Wireless	ENGINEERING	114.37
10530201	111887	10/25/2018 Verizon Wireless	ENGINEERING	109.65
10530301	111672	10/4/2018 Toshiba Business Solutions USA	SERVICES AND SUPPLIES/ENGINEERING	100.00
10530304	111713	10/11/2018 GRIJALVA MARIO	UNIFORM BOOTS - GRIJALVA	32.17
10530306	111678	10/4/2018 WEX BANK	FUEL EXPENSE SEP2018-ENGINEERING	52.94
Facilities Ma	aintenance			
10531201	111887	10/25/2018 Verizon Wireless	FACILITIES	146.07
10531201	111887	10/25/2018 Verizon Wireless	FACILITIES PHONES	145.37
10531207	111885	10/25/2018 UNITED EXTERMINATING	OCT-POLICE ADMIN	35.00
10531207	111885	10/25/2018 UNITED EXTERMINATING	OCT-BRUNENKANT	25.00
10531207	111885	10/25/2018 UNITED EXTERMINATING	OCT-CEMETERY	10.00
10531207	111885	10/25/2018 UNITED EXTERMINATING	OCT-HERITAGE	25.00
10531207	111885	10/25/2018 UNITED EXTERMINATING	OCT-AQUATIC CTR	35.00
10531207	111885	10/25/2018 UNITED EXTERMINATING	OCT-AQUATIC EQUIPMENT	10.00

10531207	111885	10/25/2018 UNITED EXTERMINATING	OCT-JAQUES SQUARE	10.00
10531207	111885	10/25/2018 UNITED EXTERMINATING	OCT-HIGH PROFILE	10.00
10531207	111885	10/25/2018 UNITED EXTERMINATING	OCT-LIBRARY	80.00
10531207	111885	10/25/2018 UNITED EXTERMINATING	OCT-PARKS OFFICE	25.00
10531207	111885	10/25/2018 UNITED EXTERMINATING	OCT-FS2	45.00
10531207	111885	10/25/2018 UNITED EXTERMINATING	OCT-SILVER KING	25.00
10531207	111885	10/25/2018 UNITED EXTERMINATING	OCT-PADILLA PARK	10.00
10531207	111885	10/25/2018 UNITED EXTERMINATING	OCT-MCFARLAND	25.00
10531207	111885	10/25/2018 UNITED EXTERMINATING	OCT-IT OFFICE	25.00
10531207	111885	10/25/2018 UNITED EXTERMINATING	OCT-FS1	25.00
10531207	111885	10/25/2018 UNITED EXTERMINATING	OCT-TOWN HALL	50.00
10531207	111885	10/25/2018 UNITED EXTERMINATING	OCT-PW	45.00
10531207	111885	10/25/2018 UNITED EXTERMINATING	OCT-WWTPS	50.00
10531207	111885	10/25/2018 UNITED EXTERMINATING	OCT-CD	25.00
10531207	111885	10/25/2018 UNITED EXTERMINATING	OCT-FITNESS CTR	35.00
10531207	111885	10/25/2018 UNITED EXTERMINATING	OCT-SENIOR CTR	35.00
10531208	111768	10/18/2018 Day Auto Supply Inc	Blanket for Fleet Parts	72.90
10531208	111768	10/18/2018 Day Auto Supply Inc	Blanket for Fleet Parts	106.25
10531208	111768	10/18/2018 Day Auto Supply Inc	Blanket for Fleet Parts	146.38
10531208	111776	10/18/2018 GEN-TECH	Annual Generator Service & load bank test	819.00
10531208	111776	10/18/2018 GEN-TECH	Annual Generator Service & load bank test	789.92
10531208	111776	10/18/2018 GEN-TECH	Annual Generator Service & load bank test	1,012.00
10531208	111776	10/18/2018 GEN-TECH	Annual Generator Service & load bank test	1,069.22
10531208	111776	10/18/2018 GEN-TECH	Annual Generator Service & load bank test	1,005.02
10531208	111776	10/18/2018 GEN-TECH	Annual Generator Service & load bank test	1,022.98
10531208	111776	10/18/2018 GEN-TECH	Annual Generator Service & load bank test	961.03
10531208	111843	10/25/2018 FERRELLGAS	Blanket for propane for generators	130.57
10531208	111843	10/25/2018 FERRELLGAS	Blanket for propane for generators	354.07
10531208	111983	11/8/2018 FERRELLGAS	Propane for Anthem radio tower	130.57
10531208	111983	11/8/2018 FERRELLGAS	Propane for N Florence Radio tower	354.07
10531209	111647	10/4/2018 Day Auto Supply Inc	Blanket for Fleet Parts	85.06
10531209	111647	10/4/2018 Day Auto Supply Inc	Blanket for Fleet Parts	12.98
10531209	111719	10/11/2018 JONES AUTO CENTER	Fuel MNODULE KIT FOR FM-4	230.16
10531209	111768	10/18/2018 Day Auto Supply Inc	Blanket for Fleet Parts	14.19
10531209	111768	10/18/2018 Day Auto Supply Inc	Blanket for Fleet Parts	20.53
10531301	111672	10/4/2018 Toshiba Business Solutions USA	SERVICES AND SUPPLIES/FACILITIES	143.68
10531302	111807	10/25/2018 AMERICAN AIR FILTER COMPANY	BPO FOR AIR FILTERS	294.37
10531302	111844	10/25/2018 FLORENCE TRUE VALUE HARDWARE	BPO FOR OPERATING SUPPLIES-FACILITIES	7.84
10531302	111844	10/25/2018 FLORENCE TRUE VALUE HARDWARE	BPO FOR OPERATING SUPPLIES-FACILITIES	9.76
10531302	111844	10/25/2018 FLORENCE TRUE VALUE HARDWARE	BPO FOR OPERATING SUPPLIES-FACILITIES	2.12
10531302	111844	10/25/2018 FLORENCE TRUE VALUE HARDWARE	BPO FOR OPERATING SUPPLIES-FACILITIES	3.91
10531302	111844	10/25/2018 FLORENCE TRUE VALUE HARDWARE	BPO FOR OPERATING SUPPLIES-FACILITIES	9.74
10531302	111844	10/25/2018 FLORENCE TRUE VALUE HARDWARE	BPO FOR OPERATING SUPPLIES-FACILITIES	19.27

10531302	111844	10/25/2018	FLORENCE TRUE VALUE HARDWARE	BPO FOR OPERATING SUPPLIES-FACILITIES	10.90
10531302	111844	10/25/2018	FLORENCE TRUE VALUE HARDWARE	BPO FOR OPERATING SUPPLIES-FACILITIES	17.99
10531302	111844	10/25/2018	FLORENCE TRUE VALUE HARDWARE	BPO FOR OPERATING SUPPLIES-FACILITIES	19.04
10531302	111844	10/25/2018	FLORENCE TRUE VALUE HARDWARE	BPO FOR OPERATING SUPPLIES-FACILITIES	5.82
10531302	111844	10/25/2018	FLORENCE TRUE VALUE HARDWARE	BPO FOR OPERATING SUPPLIES-FACILITIES	13.02
10531302	111844	10/25/2018	FLORENCE TRUE VALUE HARDWARE	BPO FOR OPERATING SUPPLIES-FACILITIES	2.73
10531302	111844	10/25/2018	FLORENCE TRUE VALUE HARDWARE	BPO FOR OPERATING SUPPLIES-FACILITIES	24.33
10531302	111844	10/25/2018	FLORENCE TRUE VALUE HARDWARE	BPO FOR OPERATING SUPPLIES-FACILITIES	13.76
10531302	111844	10/25/2018	FLORENCE TRUE VALUE HARDWARE	BPO FOR OPERATING SUPPLIES-FACILITIES	26.16
10531302	111844	10/25/2018	FLORENCE TRUE VALUE HARDWARE	BPO FOR OPERATING SUPPLIES-FACILITIES	7.86
10531302	111844	10/25/2018	FLORENCE TRUE VALUE HARDWARE	BPO FOR OPERATING SUPPLIES-FACILITIES	7.80
10531302	111844	10/25/2018	FLORENCE TRUE VALUE HARDWARE	BPO FOR OPERATING SUPPLIES-FACILITIES	37.39
10531302	111844	10/25/2018	FLORENCE TRUE VALUE HARDWARE	BPO FOR OPERATING SUPPLIES-FACILITIES	25.36
10531302	111844	10/25/2018	FLORENCE TRUE VALUE HARDWARE	BPO FOR OPERATING SUPPLIES-FACILITIES	35.33
10531302	111844	10/25/2018	FLORENCE TRUE VALUE HARDWARE	BPO FOR OPERATING SUPPLIES-FACILITIES	2.32
10531302	111844	10/25/2018	FLORENCE TRUE VALUE HARDWARE	BPO FOR OPERATING SUPPLIES-FACILITIES	6.34
10531302	111844	10/25/2018	FLORENCE TRUE VALUE HARDWARE	BPO FOR OPERATING SUPPLIES-FACILITIES	9.00
10531302	111844	10/25/2018	FLORENCE TRUE VALUE HARDWARE	BPO FOR OPERATING SUPPLIES-FACILITIES	3.91
10531302	111844	10/25/2018	FLORENCE TRUE VALUE HARDWARE	BPO FOR OPERATING SUPPLIES-FACILITIES	30.27
10531302	111844	10/25/2018	FLORENCE TRUE VALUE HARDWARE	BPO FOR OPERATING SUPPLIES-FACILITIES	12.16
10531302	111844	10/25/2018	FLORENCE TRUE VALUE HARDWARE	BPO FOR OPERATING SUPPLIES-FACILITIES	6.97
10531302	111844	10/25/2018	FLORENCE TRUE VALUE HARDWARE	BPO FOR OPERATING SUPPLIES-FACILITIES	19.03
10531302	111853	10/25/2018	HOME DEPOT CREDIT SERVICES	BPO FOR OPERATING SUPPLIES-FACILITIES	212.96
10531302	111853	10/25/2018	HOME DEPOT CREDIT SERVICES	BPO FOR OPERATING SUPPLIES-FACILITIES	63.72
10531302	111853		HOME DEPOT CREDIT SERVICES	BPO FOR OPERATING SUPPLIES-FACILITIES	46.21
10531302	111986		FLORENCE TRUE VALUE HARDWARE	Operating Supplies - Building Safety	9.00
10531302	10162018		HOME DEPOT CREDIT SERVICES	Purchase of Door Handle for storeroom (Town Hall)	63.72
10531302	10162018	10/16/2018	KNOX COMPANY	Purchase The Knox Company	354.43
10531306	111678		WEX BANK	FUEL EXPENSE SEP2018-FACILITIES	418.57
10531311	111844	10/25/2018	FLORENCE TRUE VALUE HARDWARE	BPO FOR SMALL TOOLS-FACILITIES	21.17
10531311	111844	10/25/2018	FLORENCE TRUE VALUE HARDWARE	BPO FOR SMALL TOOLS-FACILITIES	18.00
10531311	111844		FLORENCE TRUE VALUE HARDWARE	BPO FOR SMALL TOOLS-FACILITIES	35.90
10531316	111640		CentiMark Corporation	PAST DUE INVOICE.PO 49816	2,452.00
10531316			E & JC Heating & Cooling LLC	WO# 3180	24.00
10531316		10/25/2018	UNITED EXTERMINATING	TERMITE SPOT TREATMENT - SR CENTER	200.00
10531316	10162018	10/16/2018	Lighting Supply Company	Purchase Lighting Supply	22.49
General Go	vernment				
10532201	111698		COX BUSINESS	778 N MAIN ST	128.58
10532201	111828		CENTURYLINK	MAIN LINE	363.70
10532201	111828		CENTURYLINK	AW/SR 911 LOCATOR	79.28
10532201	111828		CENTURYLINK	IT/INTERNET	104.89
10532201	111828		CENTURYLINK	MAIN TRUNK LINE	527.76
10532206	111688		AZ MUNICIPAL RISK RETENTION-	Liability Ins-Excess Policy 2000238-1 10/18-10/19	8,152.00

10532206	111739	10/11/2018 SOUTHWEST RISK SERVICES	renewal-RR PROTECTIVE POLICY	1,950.00
10532206	111758	10/18/2018 AZ MUNICIPAL RISK RETENTION-	Claim DEDUCTIBLE PAYMENT	1,406.23
10532214	111641	10/4/2018 CENTURYLINK	291 N. BAILEY ST	149.03
10532214	111685	10/11/2018 ARIZONA PUBLIC SERVICE	440 N MAIN ST ELECTRIC	196.36
10532214	111685	10/11/2018 ARIZONA PUBLIC SERVICE	440 N MAIN ST STE 101 ELECTRIC	276.14
10532214	111685	10/11/2018 ARIZONA PUBLIC SERVICE	440 N MAIN ST STE 102ELECTRIC	193.39
10532214	111685	10/11/2018 ARIZONA PUBLIC SERVICE	440 N MAIN ST STE 201 ELECTRIC	90.37
10532214	111685	10/11/2018 ARIZONA PUBLIC SERVICE	440 N MAIN ST STE 202 ELECTRIC	146.80
10532214	111755	10/18/2018 ARIZONA PUBLIC SERVICE	ELECTRIC 440 N MAIN ST SILVER KING	196.36
10532214	111755	10/18/2018 ARIZONA PUBLIC SERVICE	ELECTRIC 440 N MAIN ST STE 202	146.80
10532214	111755	10/18/2018 ARIZONA PUBLIC SERVICE	ELECTRIC 440 N MAIN STE 101	276.14
10532214	111755	10/18/2018 ARIZONA PUBLIC SERVICE	ELECTRIC 440 N MAIN STE 102	193.39
10532215	111685	10/11/2018 ARIZONA PUBLIC SERVICE	24 W RUGGLES ST ELECTRIC	729.15
10532215	111685	10/11/2018 ARIZONA PUBLIC SERVICE	24 W RUGGLES STELECTRIC	60.68
10532215	111685	10/11/2018 ARIZONA PUBLIC SERVICE	291 N BAILEY ST ELECTRIC	298.60
10532215	111685	10/11/2018 ARIZONA PUBLIC SERVICE	600 N MAIN ST. ELECTRIC	377.11
10532215	111685	10/11/2018 ARIZONA PUBLIC SERVICE	775 N MAIN ST ELECTRIC	3,901.68
10532215	111755	10/18/2018 ARIZONA PUBLIC SERVICE	ELECTRIC 24 W RUGGLES ST	729.15
10532215	111755	10/18/2018 ARIZONA PUBLIC SERVICE	ELECTRIC 24 W RUGGLES ST-MCFARLAND	60.68
10532215	111755	10/18/2018 ARIZONA PUBLIC SERVICE	ELECTRIC 291 N BAILEY ST	298.60
10532215	111755	10/18/2018 ARIZONA PUBLIC SERVICE	ELECTRIC 440 N MAIN ST STE 201	90.37
10532215	111755	10/18/2018 ARIZONA PUBLIC SERVICE	ELECTRIC 600 N MAIN ST - IT	377.11
10532215	111755	10/18/2018 ARIZONA PUBLIC SERVICE	ELECTRIC 775 N MAIN	3,901.68
10532325	111789	10/18/2018 PINAL COUNTY TREASURER	202-11-004D7 San Carlos Property Tax	1,355.40
10532325	111789	10/18/2018 PINAL COUNTY TREASURER	200-33-01708 San Carlos Property Tax	36.92
10532325	111789	10/18/2018 PINAL COUNTY TREASURER	200-40-01307 San Carlos Property Tax	492.02
10532325	111789	10/18/2018 PINAL COUNTY TREASURER	200-40-01406 San Carlos Property Tax	1,590.40
10532325	111789	10/18/2018 PINAL COUNTY TREASURER	200-40-01604 San Carlos Property Tax	9,072.38
10532325	111789	10/18/2018 PINAL COUNTY TREASURER	200-40-1505 San Carlos Property Tax	134.18
10532325	111789	10/18/2018 PINAL COUNTY TREASURER	200-43-16309 San Carlos Property Tax	5.68
10532325	111789	10/18/2018 PINAL COUNTY TREASURER	200-46-011C0 San Carlos Property Tax	198.80
10532325	111789	10/18/2018 PINAL COUNTY TREASURER	200-46-012A3 San Carlos Property Tax	355.00
10532325	111789	10/18/2018 PINAL COUNTY TREASURER	202-11-001C2 San Carlos Property Tax	1,327.70
10532409	111842	10/25/2018 EUSI LLC		293.25
10532410	111868	10/25/2018 PATRICIA BUCHANAN	Water and napkins for the Transportation Board Meeting	18.49
10532410	111868	10/25/2018 PATRICIA BUCHANAN	Juice for Transportation Board meeting	9.36
10532410	111868	10/25/2018 PATRICIA BUCHANAN	Plastic Cutlery and Table Mints	31.00
10532410	111878	10/25/2018 SURF & SKI ENTERPRISES	Transportation Board Meeting - Golf Towels	759.90
10532410	10162018	10/16/2018 DIFFERENT SMOKE BBQ	Dinner for Transportation Board.	759.00
			•	
	10162018	10/16/2018 POSTON BUTTE GOLF CLUB	4 Gift Cards for winners at Transportation Board Golf Event	100.00
	10162018	10/16/2018 POSTON BUTTE GOLF CLUB	6 gift cards for winners of Transportation Board Golf event.	150.00
10532410	10162018	10/16/2018 POSTON BUTTE GOLF CLUB	Transportation Board Golf Event (Golf and Lunch)	2,583.00

				Drinks for Transportation Board dinner and cutlery for	
10532410	10162018	10/16/2018	Safeway Inc.	breakfast the next morning before meeting.	57.20
	10162018		Safeway Inc.	Catering trays for Transportation dinner and breakfast	173.36
			•		
10532410	10162018	10/16/2018	Safeway Inc.	Drinks for Transportation Board dinner and additional cups.	79.95
				Transportation Board dinner - facility rental of the Lake	
10532410	10162018	10/16/2018	The Windmill Winery	House.	109.20
				Transportation Board dinner; table linens and motorized	
	10162018		The Windmill Winery	projector screen.	419.33
General Fur					
10536306	111678		WEX BANK	FUELEXPENSE SEP2018-FLEET	61.30
10536311	111699		Day Auto Supply Inc	DEF REFRACTOMETER FOR SHOP	37.70
10536311	111699		Day Auto Supply Inc	CUTTING TORCH HOSES FOR SHOP	64.67
10536311	111778	10/18/2018	HOME DEPOT CREDIT SERVICES	ADDITIONAL AMOUNT OWED ON PO 50867	8.95
10536311	111778	10/18/2018	HOME DEPOT CREDIT SERVICES	M18 18V 2/4 IN HEX IMPACT DRIVER FOR FLEET	117.50
10536311	111821		BROWN'S WELDING SUPPLY	Torch head repair for Shop	29.89
10536311	111837	10/25/2018	Day Auto Supply Inc	Blanket for Shop Tools	5.39
10536311	111837	10/25/2018	Day Auto Supply Inc	Blanket for Shop Tools	144.85
10536314	111647		Day Auto Supply Inc	Shop supplies for Fleet	25.87
10536314	111647	10/4/2018	Day Auto Supply Inc	Shop supplies for Fleet	7.40
10536314	111708	10/11/2018	FLORENCE TRUE VALUE HARDWARE	Shop supplies for Shop	4.22
10536314	111768	10/18/2018	Day Auto Supply Inc	Shop supplies for Fleet	30.67
10536314	111768	10/18/2018	Day Auto Supply Inc	Shop supplies for Fleet	9.75
10536314	111837	10/25/2018	Day Auto Supply Inc	Shop supplies for Fleet	27.65
Economic D	Development	t			
10551402	10162018		Pinal Partnership	September mtg. registration for Jennifer Evans.	20.00
10551403	10162018	10/16/2018	AAED	Conference & Training registration for Jennifer Evens	55.00
General Cap	oital Fund				
				Professional Services - Poston Butte Preserve Project -	
11522217	111855	10/25/2018	J2 Engineering And	Approved by Council on 7/16/18	6,293.82
				Poston Butte Preserve - Environmental Assessment for BLM	
				Parcels (on-call consultant) - \$57,250 project total (\$1,576.25	
11522217	111890		WESTLAND RESOURCES INC	spent in FY18)	3,786.87
11522335	111773		FITLOGISTIX LLC	Cardio Fitness Equipment (Approved by TC on 8/6/18)	18,461.02
11532507	111772	10/18/2018	FIDELITY NATIONAL TITLE AGENCY	Florence Ironhorse Rodeo Consor: litigation guarantee	1,680.00
Streets Fun					
12518201	111887		Verizon Wireless	PUBLIC WORKS / STREETS	1,022.40
12518201	111887		Verizon Wireless	PUBLIC WORKS / STREETS	611.91
12518207	111672		Toshiba Business Solutions USA	Maintenance Agreement Copier	2.92
12518207	111883		Tri-City Express Care LLC 935	CDL PHYSICAL - ADRIAN REMIGIO	104.00
12518207	111883		Tri-City Express Care LLC 935	CDL PHYSICAL - DAN CISCO	104.00
12518207	111883		Tri-City Express Care LLC 935	CDL PHYSICAL - DAVID HILLS	86.32
12518207	111883	10/25/2018	Tri-City Express Care LLC 935	CDL PHYSICAL - PATRICK MILLER	104.00

12518209	111699	10/11/2018 Day Auto Supply Inc	Blanket for Fleet Parts	112.21
12518209	111699	10/11/2018 Day Auto Supply Inc	Blanket for Fleet Parts	13.09
12518209	111699	10/11/2018 Day Auto Supply Inc	Blanket for Fleet Parts	1.63
12518209	111699	10/11/2018 Day Auto Supply Inc	Blanket for Fleet Parts	70.01
12518209	111699	10/11/2018 Day Auto Supply Inc	Blanket for Fleet Parts	49.58
12518209	111699	10/11/2018 Day Auto Supply Inc	Blanket for Fleet Parts	18.05
12518209	111699	10/11/2018 Day Auto Supply Inc	Blanket for Fleet Parts	77.36
12518209	111699	10/11/2018 Day Auto Supply Inc	Blanket for Fleet Parts	8.89
12518209	111699	10/11/2018 Day Auto Supply Inc	Blanket for Fleet Parts	5.95
12518209	111715	10/11/2018 H&E Equipment Exchange LLC	Suction inlet liner for ST-45 (sweeper)	358.38
12518209	111724	10/11/2018 Manatee Tire & Auto Inc. dba	Engine repairs for ST-52	6,434.69
12518209	111750	10/11/2018 Verizon Wireless	Blanket PO for Network Fleet (GPS) streets	127.50
12518209	111768	10/18/2018 Day Auto Supply Inc	Blanket for Fleet Parts	231.30
12518209	111782	10/18/2018 JONES AUTO CENTER	Blanket for Fleet parts	12.31
12518209	111785	10/18/2018 Manatee Tire & Auto Inc. dba	Blanket for Fleet tires & service	154.00
12518209	111785	10/18/2018 Manatee Tire & Auto Inc. dba	Blanket for Fleet tires & service	154.00
12518209	111837	10/25/2018 Day Auto Supply Inc	Blanket for Fleet Parts	3.27
12518209	111837	10/25/2018 Day Auto Supply Inc	Blanket for Fleet Parts	13.64
12518211	111647	10/4/2018 Day Auto Supply Inc	Blanket for Fleet Parts	48.03
12518211	111661	10/4/2018 Manatee Tire & Auto Inc. dba	Blanket for Fleet tires & service	366.30
12518211	111699	10/11/2018 Day Auto Supply Inc	Blanket for Fleet Parts	26.44
12518211	111699	10/11/2018 Day Auto Supply Inc	Blanket for Fleet Parts	62.88
12518211	111699	10/11/2018 Day Auto Supply Inc	Blanket for Fleet Parts	12.91
12518211	111699	10/11/2018 Day Auto Supply Inc	Blanket for Fleet Parts	6.88
12518211	111699	10/11/2018 Day Auto Supply Inc	Blanket for Fleet Parts	8.73
12518211	111699	10/11/2018 Day Auto Supply Inc	Blanket for Fleet Parts	13.06
12518211	111699	10/11/2018 Day Auto Supply Inc	Blanket for Fleet Parts	14.95
12518211	111727	10/11/2018 NAUMANN HOBBS	E-Brake shoes for ST-24 (fork lift)	96.03
12518211	111770	10/18/2018 EMPIRE SOUTHWEST	Blanket for Fleet Equipment parts	88.43
12518211	111819	10/25/2018 BlueTarp Financial Inc	60 Gallon Horz Leg	387.45
12518214	111893	10/25/2018 ZUMAR IND.	BID TAB APPROED 7.24.18 - SIGNS	9,639.54
12518215	111685	10/11/2018 ARIZONA PUBLIC SERVICE	1206 MAIN ST ST LTS ELECTRIC	3,007.87
12518215	111685	10/11/2018 ARIZONA PUBLIC SERVICE	201 N GRANITE ST ELECTRIC	36.23
12518215	111685	10/11/2018 ARIZONA PUBLIC SERVICE	2028 N HUNT HWY ELECTRIC	113.42
12518215	111685	10/11/2018 ARIZONA PUBLIC SERVICE	3180 N HUNT HWY ELECTRIC	173.25
12518215	111685	10/11/2018 ARIZONA PUBLIC SERVICE	444 N WARNER ST ELECTRIC	976.41
12518215	111685	10/11/2018 ARIZONA PUBLIC SERVICE	4552 N HUNT HWY ELECTRIC	163.97
12518215	111685	10/11/2018 ARIZONA PUBLIC SERVICE	460 N WARNER ST ELECTRIC	12.73
12518215	111685	10/11/2018 ARIZONA PUBLIC SERVICE	PINAL PKWY ELECTRIC	94.93
12518215	111685	10/11/2018 ARIZONA PUBLIC SERVICE	SW COR MAIN /BUTTE TRLR SIG ELECTRIC	60.47
12518215	111737	10/11/2018 SAN CARLOS IRRIGATION	HWY 79-8 D-D LTS@FLO GRDNS	110.00
12518215	111737	10/11/2018 SAN CARLOS IRRIGATION	723 N PINAL PKWY-TRAF LT	54.50
12518215	111737	10/11/2018 SAN CARLOS IRRIGATION	HWY 87 & CAMPBELL	46.20

12518215	111737	10/11/2018 SAN CARLOS IRRIGATION	FLO GRDN 4 DD LTS	61.60
12518215	111737	10/11/2018 SAN CARLOS IRRIGATION	17 DD LTS N FLO	233.75
12518215	111755	10/18/2018 ARIZONA PUBLIC SERVICE	ELECTRIC 193 E 6 ST	36.23
12518215	111755	10/18/2018 ARIZONA PUBLIC SERVICE	ELECTRIC 2028 N HUNT HWY FIRE ST 2 TRAF LT	113.42
12518215	111755	10/18/2018 ARIZONA PUBLIC SERVICE	ELECTRIC 444 N WARNER ST	976.41
12518215	111755	10/18/2018 ARIZONA PUBLIC SERVICE	ELECTRIC 4552 N HUNT HWY	163.97
12518215	111755	10/18/2018 ARIZONA PUBLIC SERVICE	ELECTRIC 460 N WARNER ST	12.73
12518215	111755	10/18/2018 ARIZONA PUBLIC SERVICE	ELECTRIC NW CORNER/ANTHEM	173.25
12518215	111755	10/18/2018 ARIZONA PUBLIC SERVICE	ELECTRIC PINAL PKWY	94.93
12518215	111755	10/18/2018 ARIZONA PUBLIC SERVICE	ELECTRIC SW COR MAIN& BUTTE TRG SIG	60.47
12518215	111769	10/18/2018 Electrical District No. 2	HPS 250W-DIST QTY11	272.08
12518217	111875	10/25/2018 Sherwin-Williams Co. #4378	BPO FOR PAINT STRIPER	6,189.11
12518217	111879	10/25/2018 TERRACON CONSULTANTS INC	PROFESSIONAL SERVICES	14,400.00
12518301	111662	10/4/2018 OFFICE DEPOT INC	BPO FOR OFFICE SUPPLIES-STREETS	14.73
12518301	111662	10/4/2018 OFFICE DEPOT INC	BPO FOR OFFICE SUPPLIES-STREETS	15.46
12518301	111662	10/4/2018 OFFICE DEPOT INC	BPO FOR OFFICE SUPPLIES-STREETS	8.17
12518301	111662	10/4/2018 OFFICE DEPOT INC	BPO FOR OFFICE SUPPLIES-STREETS	26.38
12518301	111662	10/4/2018 OFFICE DEPOT INC	BPO FOR OFFICE SUPPLIES-STREETS	26.38
12518301	111662	10/4/2018 OFFICE DEPOT INC	BPO FOR OFFICE SUPPLIES-STREETS	578.70
12518301	111662	10/4/2018 OFFICE DEPOT INC	BPO FOR OFFICE SUPPLIES-STREETS	26.38
12518301	111662	10/4/2018 OFFICE DEPOT INC	BPO FOR OFFICE SUPPLIES-STREETS	31.05
12518301	111662	10/4/2018 OFFICE DEPOT INC	BPO FOR OFFICE SUPPLIES-STREETS	67.49
12518301	111672	10/4/2018 Toshiba Business Solutions USA	SERVICES AND SUPPLIES STREETS	325.00
12518301	111761	10/18/2018 BLEND4	BPO FOR OFFICE SUPPLIES	96.08
2518301	10162018	10/16/2018 AMAZON.COM	Amazon: Office Supplies for Streets for Beatrice Williams.	46.14
12518301	10162018	10/16/2018 AMAZON.COM	Purchase Amzn Mktp Us	27.99
12518301	10162018	10/16/2018 AMAZON.COM	Purchase Amazon.Com*mt3os9zs0	100.16
12518301	10162018	10/16/2018 AMAZON.COM	Purchase Amzn Mktp Us	12.75
12518301	10162018	10/16/2018 AMAZON.COM	Purchase Amzn Mktp Us	54.36
12518301	10162018	10/16/2018 AMAZON.COM	Purchase Amzn Mktp Us	31.99
12518301	10162018	10/16/2018 AMAZON.COM	Purchase Amzn Mktp Us	165.32
12518302	111844	10/25/2018 FLORENCE TRUE VALUE HARDWARE	BPO FOR OPERATING SUPPLIES-STREETS	19.81
12518302	111844	10/25/2018 FLORENCE TRUE VALUE HARDWARE	BPO FOR OPERATING SUPPLIES-STREETS	92.25
12518302	111844	10/25/2018 FLORENCE TRUE VALUE HARDWARE	BPO FOR OPERATING SUPPLIES-STREETS	12.65
12518302	111844	10/25/2018 FLORENCE TRUE VALUE HARDWARE	BPO FOR OPERATING SUPPLIES-STREETS	48.63
12518302	111844	10/25/2018 FLORENCE TRUE VALUE HARDWARE	BPO FOR OPERATING SUPPLIES-STREETS	8.45
12518302	111844	10/25/2018 FLORENCE TRUE VALUE HARDWARE	BPO FOR OPERATING SUPPLIES-STREETS	13.06
12518302	111889	10/25/2018 WATER SHED	Water/ice PW	90.50
12518302	111889	10/25/2018 WATER SHED	Water/ice PW	53.30
12518302	111889	10/25/2018 WATER SHED	Water/ice PW	50.19
12518302	111889	10/25/2018 WATER SHED	Water/ice - PW	90.50
12518304	111653	10/4/2018 FRANKLIN D. SPOON	UNIFORMS FOR F DINO SPOON	107.19
12518304	111691	10/11/2018 BC GRAPHICS	UNIFORM SHIRTS - WILLIAMS C	100.12

12518304	111713	10/11/2018	GRIJALVA MARIO	Uniform BOOTS GRIJALVA	96.49
12518304	111713		GRIJALVA MARIO	UNIFORM PANTS - GRIJALVA	105.00
12518306	111678	10/4/2018	WEX BANK	FUEL EXPENSE SEP2018-HURF	2,957.60
				Altus NR3, Network Rover GPS+GLO, 2 meter carbon fiber	
12518311	111743	10/11/2018	SURVEYORS SOURCE LLC	rod, SmartNet Subscription and Activation Fee	6,428.00
				Amazon: Safety gloves for Streets for Beatrice Williams	
12518312	10162018	10/16/2018	AMAZON.COM	request. She had no Pcard. Email request attached.	406.80
12518317	111649	10/4/2018	Espinoza's Landscape & Nursery LLC	TREE REMOVAL	2,500.00
12518317	111814	10/25/2018	ARIZONA STATE PRISON-FLORENCE	BPO-INMATE LABOR/WORK PROGRAM	56.00
12518319	111759	10/18/2018	AZ PUBLIC SERVICE COMPANY	Streetlight Maintenance	3,112.80
12518322	111826	10/25/2018	CENTERLINE SUPPLY WEST INC.	BLANKET Street Repairs & Maintenance	1,293.61
12518403	111665	10/4/2018	Pinal County Risk Management	28th Annual Safety Rodeo 11/1/2018	360.00
12535322	111822	10/25/2018	CACTUS TRANSPORT INC.	CIP T-69 Pavement Preservation	289,039.66
12536306	111678	10/4/2018	WEX BANK	FUEL EXPENSE SEP2018-FLEET	46.94
12536311	111699		Day Auto Supply Inc	DEF REFRACTOMETER FOR SHOP	28.87
12536311	111699	10/11/2018	Day Auto Supply Inc	CUTTING TORCH HOSES FOR SHOP	49.53
12536311	111778	10/18/2018	HOME DEPOT CREDIT SERVICES	ADDITIONAL AMOUNT OWED ON PO 50867	6.85
12536311	111778	10/18/2018	HOME DEPOT CREDIT SERVICES	M18 18V 1/4IN HEIMPACT DRIVER FOR FLEET	90.00
12536311	111821	10/25/2018	BROWN'S WELDING SUPPLY	Torch head repair for Shop	22.89
12536311	111837	10/25/2018	Day Auto Supply Inc	Blanket for Shop Tools	4.13
12536311	111837	10/25/2018	Day Auto Supply Inc	Blanket for Shop Tools	110.95
12536314	111647	10/4/2018	Day Auto Supply Inc	Shop supplies for Fleet	19.81
12536314	111647	10/4/2018	Day Auto Supply Inc	Shop supplies for Fleet	5.68
12536314	111708	10/11/2018	FLORENCE TRUE VALUE HARDWARE	Shop supplies for Shop	4.23
12536314	111768	10/18/2018	Day Auto Supply Inc	Shop supplies for Fleet	23.49
12536314	111768	10/18/2018	Day Auto Supply Inc	Shop supplies for Fleet	7.47
12536314	111837		Day Auto Supply Inc	Shop supplies for Fleet	21.18
12581507	111852	10/25/2018	HOLBROOK ASPHALT CO.	CIP T-69 PAVEMENT PRESERVATION	125,673.60
Customer U	tility Depos	its			
51219000	111646		2nd Temp	Water Deposit Refund	14.16
51219000	111687	10/11/2018		Refund Sanitation Deposit	51.00
51219000	111690	10/11/2018	2nd Temp	Refund Sanitation Deposit	51.00
51219000	111692	10/11/2018		Water Deposit Refund	150.00
51219000	111696	10/11/2018	2nd Temp	Refund Sanitation Deposit	51.00
51219000	111697	10/11/2018	2nd Temp	Water Deposit Refund	150.00
51219000	111700	10/11/2018	2nd Temp	Water Deposit Refund	150.00
51219000	111702	10/11/2018		Refund Sanitation Deposit	51.00
51219000	111703	10/11/2018		Refund Sanitation Deposit	51.00
51219000	111704	10/11/2018		Water Deposit Refund	150.00
51219000	111706	10/11/2018		Refund Sanitation Deposit	51.00
51219000	111710	10/11/2018		Refund Sanitation Deposit	51.00
51219000	111716	10/11/2018	2nd Temp	Water Deposit Refund	150.00
51219000	111717	10/11/2018	2nd Temp	Refund Sanitation Deposit	51.00

51219000	111718	10/11/2018	2nd Temp	Refund Sanitation Deposit	51.00
51219000	111720	10/11/2018	2nd Temp	Refund Sanitation Deposit	51.00
51219000	111723	10/11/2018	2nd Temp	Water Deposit Refund	150.00
51219000	111726	10/11/2018	2nd Temp	Water Deposit Refund	150.00
51219000	111731	10/11/2018	2nd Temp	Water Deposit Refund	150.00
51219000	111732	10/11/2018	2nd Temp	Refund Sanitation Deposit	51.00
51219000	111735	10/11/2018	2nd Temp	Refund Sanitation Deposit	51.00
51219000	111740	10/11/2018	2nd Temp	Refund Sanitation Deposit	51.00
51219000	111744	10/11/2018	2nd Temp	Water Deposit Refund	150.00
51219000	111745	10/11/2018	2nd Temp	Refund Sanitation Deposit	51.00
51219000	111747	10/11/2018	2nd Temp	Refund Sanitation Deposit	51.00
51219000	111751	10/11/2018	2nd Temp	Refund Sanitation Deposit	51.00
51219000	111753	10/11/2018	2nd Temp	Water Deposit Refund	150.00
51219000	111754	10/11/2018	2nd Temp	Water Deposit Refund	150.00
51219000	111775	10/18/2018	2nd Temp	Water Deposit Refund	85.30
51219000	111798	10/18/2018	2nd Temp	Water Deposit Refund	17.27
51219000	111829	10/25/2018	2nd Temp	Water Deposit Refund	150.00
51219000	111831	10/25/2018	2nd Temp	Water Deposit Refund	150.00
51219000	111835	10/25/2018	2nd Temp	Water Deposit Refund	150.00
51219000	111836	10/25/2018	2nd Temp	Water Deposit Refund	124.62
51219000	111856	10/25/2018	2nd Temp	Water Deposit Refund	0.00
51219000	111863	10/25/2018	2nd Temp	Water Deposit Refund	150.00
51219000	111888	10/25/2018	2nd Temp	Water Deposit Refund	64.75
51219000	111891	10/25/2018	2nd Temp	Water Deposit Refund	150.00
51219000	111927	11/1/2018	2nd Temp	Water Deposit Refund	125.89
Water Fund					
51574201	111887		Verizon Wireless	WASTE WATER 50% SPLIT	367.32
51574201	111887		Verizon Wireless	WASTE WATER 50% SPLIT	337.34
51574202	111637	10/4/2018	CASA GRANDE COURIER INC.	BLANKET: WATER SAMPLE COURIER FEES	185.00
51574202	111823	10/25/2018	CASA GRANDE COURIER INC.	BLANKET: WATER SAMPLE COURIER FEES	222.00
51574206	111688		AZ MUNICIPAL RISK RETENTION-	Liability Ins-Excess Policy 2000238-1 10/18-10/19	10,183.00
51574207	111883		Tri-City Express Care LLC 935	CDL PHYSICAL - DAVID HILLS	6.24
51574207	10162018		ADOBE SYSTEMS INCORPORATED	Purchase Adobe *stock - August	32.75
51574207	10162018		ADOBE SYSTEMS INCORPORATED	Purchase Adobe *stock	32.75
51574207	10162018	10/16/2018	ADOBE SYSTEMS INCORPORATED	Purchase Adobe *acropro Subs	196.43
51574208	111768	10/18/2018	Day Auto Supply Inc	Blanket for Fleet Parts	72.90
51574208	111768		Day Auto Supply Inc	Blanket for Fleet Parts	438.59
51574208	111768		Day Auto Supply Inc	Blanket for Fleet Parts	22.32
51574208	111768		Day Auto Supply Inc	Blanket for Fleet Parts	95.22
51574208	111776		GEN-TECH	Annual Generator Service & load bank test	888.07
51574208	111776		GEN-TECH	Annual Generator Service & load bank test	1,628.86
51574208	111776		GEN-TECH	Annual Generator Service & load bank test	835.14
51574208	111776	10/18/2018	GEN-TECH	Annual Generator Service & load bank test	882.60

51574209	111750	10/11/2018 Verizon Wireless	Blanket PO for Network Fleet (GPS) water	63.75
51574215	111685	10/11/2018 ARIZONA PUBLIC SERVICE	425 E RUGGLES ST ELECTRIC	475.22
51574215	111685	10/11/2018 ARIZONA PUBLIC SERVICE	425 E RUGGLES ST REAR ELECTRIC	321.19
51574215	111685	10/11/2018 ARIZONA PUBLIC SERVICE	425 E. RUGGLES ST. ELECTRIC	6,952.01
51574215	111685	10/11/2018 ARIZONA PUBLIC SERVICE	452 E RUGGLES ST REAR ELECTRIC	72.48
51574215	111685	10/11/2018 ARIZONA PUBLIC SERVICE	565 S QUARTZ ST WELL 5 ELECTRIC	7,131.45
51574215	111737	10/11/2018 SAN CARLOS IRRIGATION	IOWA MTR@WTR TANK ON HILL	1,591.08
51574215	111737	10/11/2018 SAN CARLOS IRRIGATION	455 HWY 79 WELL 1 W/O RVRBTTM B	2,029.61
51574215	111755	10/18/2018 ARIZONA PUBLIC SERVICE	ELECTRIC 425 E RUGGLES ST	475.22
51574215	111755	10/18/2018 ARIZONA PUBLIC SERVICE	ELECTRIC 425 E RUGGLES ST	3,476.01
51574215	111755	10/18/2018 ARIZONA PUBLIC SERVICE	ELECTRIC 425 E RUGGLES ST REAR	72.48
51574215	111755	10/18/2018 ARIZONA PUBLIC SERVICE	ELECTRIC 425 E RUGGLES ST REAR	321.19
51574215	111755	10/18/2018 ARIZONA PUBLIC SERVICE	ELECTRIC 565 S QUARTZ ST WELL 5	7,131.45
51574217	111642	10/4/2018 COOLIDGE ENGINE & PUMP L.L.C.	TO PULL AND VIDEO WELL #4	2,675.00
51574217	111650	10/4/2018 EUSI LLC	REPLACED PO #47796	2,120.00
51574217	111650	10/4/2018 EUSI LLC	TASK 5 PROFESSIONAL SERVICES	2,175.39
51574217	111660	10/4/2018 Legend Technical Svcs Inc.	BLANKET: WATER QUALITY TESTING	459.00
51574217	111832	10/25/2018 COOLIDGE ENGINE & PUMP L.L.C.	PULL AND TRANSPORT WELL 4 BOOSTER	651.00
51574217	111862	10/25/2018 Legend Technical Svcs Inc.	BLANKET: WATER QUALITY TESTING	1,216.00
51574217	111862	10/25/2018 Legend Technical Svcs Inc.	BLANKET: WATER QUALITY TESTING	548.00
51574217	111872	10/25/2018 Rottweiler Controls LLC	BLANKET WATER: SCADA	1,124.82
51574217	111872	10/25/2018 Rottweiler Controls LLC	BLANKET WATER: SCADA	643.63
51574304	111713	10/11/2018 GRIJALVA MARIO	Uniform BOOTS GRIJALVA	16.08
51574304	111713	10/11/2018 GRIJALVA MARIO	UNIFORM PANTS - GRIJALVA	17.50
51574304	111713	10/11/2018 GRIJALVA MARIO	UNIFORM PANTS - GRIJALVA	17.50
51574306	111669	10/4/2018 SENERGY PETROLEUM	DIESEL FOR WELL GENERATORS	48.85
51574306	111669	10/4/2018 SENERGY PETROLEUM	DIESEL FOR WELL GENERATORS	3,432.71
51574306	111678	10/4/2018 WEX BANK	FUEL EXPENSE SEP2018-WATER	802.78
51574311	111699	10/11/2018 Day Auto Supply Inc	WATER SMALL TOOLS	7.62
51574311	111699	10/11/2018 Day Auto Supply Inc	BLANKET: WATER SMALL TOOLS	44.19
51574311	111699	10/11/2018 Day Auto Supply Inc	SMALL WATER TOOLS	138.67
51574311	111699	10/11/2018 Day Auto Supply Inc	DEF REFRACTOMER FOR SHOP	4.81
51574311	111699	10/11/2018 Day Auto Supply Inc	CUTTING TORCH HOSES FOR SHOP	8.26
			Altus NR3, Network Rover GPS+GLO, 2 meter carbon fiber	
51574311	111743	10/11/2018 SURVEYORS SOURCE LLC	rod, SmartNet Subscription and Activation Fee	3,214.00
51574311	111778	10/18/2018 HOME DEPOT CREDIT SERVICES	ADDITIONAL AMOUNT OWED ON PO 50867	1.14
51574311	111778	10/18/2018 HOME DEPOT CREDIT SERVICES	M18 18V 1/4IN HEIMPACT DRIVER FOR FLEET	15.00
51574311	111821	10/25/2018 BROWN'S WELDING SUPPLY	Torch head repair for Shop	3.82
51574311	111837	10/25/2018 Day Auto Supply Inc	BLANKET: WATER SMALL TOOLS	350.36
51574311	111837	10/25/2018 Day Auto Supply Inc	Blanket for Shop Tools	0.69
51574311	111837	10/25/2018 Day Auto Supply Inc	Blanket for Shop Tools	18.49
51574311	111844	10/25/2018 FLORENCE TRUE VALUE HARDWARE	BLANKET: WATER SMALL TOOLS	116.92
51574314	111647	10/4/2018 Day Auto Supply Inc	Shop supplies for Fleet	3.30

51574314	111647	10/4/2018 Day Auto Supply Inc	Shop supplies for Fleet	0.95
51574314	111768	10/18/2018 Day Auto Supply Inc	Shop supplies for Fleet	3.92
51574314	111768	10/18/2018 Day Auto Supply Inc	Shop supplies for Fleet	1.24
51574314	111837	10/25/2018 Day Auto Supply Inc	Shop supplies for Fleet	3.53
51574320	111639	10/4/2018 CEMEX	LINE REPAIR & MAINTENANCE	747.06
51574320	111639	10/4/2018 CEMEX	LINE REPAIR & MAINTENANCE	1,484.62
51574320	111639	10/4/2018 CEMEX	LINE REPAIR & MAINTENANCE	751.98
51574320	111651	10/4/2018 Ferguson Waterworks	BLANKET: WASTEWATER PARTS	464.33
51574320	111708	10/11/2018 FLORENCE TRUE VALUE HARDWARE	BLANKET: WATER MAINTENANCE & REPAIR	3.81
51574320	111708	10/11/2018 FLORENCE TRUE VALUE HARDWARE	BLANKET: WATER MAINTENANCE & REPAIR	14.44
51574320	111708	10/11/2018 FLORENCE TRUE VALUE HARDWARE	BLANKET: WATER MAINTENANCE & REPAIR	34.77
51574320	111708	10/11/2018 FLORENCE TRUE VALUE HARDWARE	BLANKET: WATER MAINTENANCE & REPAIR	61.65
51574320	111708	10/11/2018 FLORENCE TRUE VALUE HARDWARE	BLANKET: WATER MAINTENANCE & REPAIR	10.91
51574320	111844	10/25/2018 FLORENCE TRUE VALUE HARDWARE	BLANKET: WATER MAINTENANCE & REPAIR	8.16
51574320	111844	10/25/2018 FLORENCE TRUE VALUE HARDWARE	BLANKET: WATER MAINTENANCE & REPAIR	24.40
51574320	111844	10/25/2018 FLORENCE TRUE VALUE HARDWARE	BLANKET: WATER MAINTENANCE & REPAIR	129.24
51574320	111844	10/25/2018 FLORENCE TRUE VALUE HARDWARE	BLANKET: WATER MAINTENANCE & REPAIR	31.74
51574320	111844	10/25/2018 FLORENCE TRUE VALUE HARDWARE	BLANKET: WATER MAINTENANCE & REPAIR	26.18
51574320	111845	10/25/2018 FORTILINE INC	BLANKET: WATER PROJECT PARTS	1,846.73
51574320	111845	10/25/2018 FORTILINE INC	WATER line repair and maintenance	482.16
51574320	111986	11/8/2018 FLORENCE TRUE VALUE HARDWARE	MAINTENANCE & REPAIR	10.91
51574507	111677	10/4/2018 WESTLAND RESOURCES INC	CIP WU-88 WELL REHABILITATION	4,055.00
Waste Wate	r Fund			
52575201	111887	10/25/2018 Verizon Wireless	WASTE WATER 50% SPLIT	367.32
52575201	111887	10/25/2018 Verizon Wireless	WASTE WATER 50% SPLIT	337.33
52575206	111688	10/11/2018 AZ MUNICIPAL RISK RETENTION-	Liability Ins-Excess Policy 2000238-1 10/18-10/19	77,570.00
52575207	111883	10/25/2018 Tri-City Express Care LLC 935	CDL PHYSICAL - DAVID HILLS	10.40
52575208	111644	10/4/2018 CUMMINS ROCKY MOUNTAIN LLC	Battery charger replacement for Well# 5	1,004.40
52575208	111768	10/18/2018 Day Auto Supply Inc	Blanket for Fleet Parts	132.15
52575208	111768	10/18/2018 Day Auto Supply Inc	Blanket for Fleet Parts	140.67
52575208	111768	10/18/2018 Day Auto Supply Inc	Blanket for Fleet Parts	877.18
52575208	111776	10/18/2018 GEN-TECH	Annual Generator Service & load bank test	2,163.69
52575208	111776	10/18/2018 GEN-TECH	Annual Generator Service & load bank test	996.75
52575209	111750	10/11/2018 Verizon Wireless	Blanket PO for Network Fleet (GPS) wastewater	63.75
52575209	111768	10/18/2018 Day Auto Supply Inc	Blanket for Fleet Parts	174.47
52575211	111730	10/11/2018 Pump Systems Inc.	Repairs to WW-28 (6 water pump)"	1,995.00
52575211	111809	10/25/2018 APD POWER CENTER INC.	Blanket: Repairs/Maint. at SWWTP	656.20
52575215	111685	10/11/2018 ARIZONA PUBLIC SERVICE	100 S PLANT RD ELECTRIC	19,004.73
52575215	111755	10/18/2018 ARIZONA PUBLIC SERVICE	ELECTRIC 100 S PLANT RD	19,004.73
52575215	111755	10/18/2018 ARIZONA PUBLIC SERVICE	ELECTRIC 425 E RUGGLES ST	3,476.01
52575217	111650	10/4/2018 EUSI LLC	APPROVED BY COUNCIL 12/19/16	1,060.00
52575217	111650	10/4/2018 EUSI LLC	TASK 5 PROFESSIONAL SERVICES	1,087.68
52575217	111763	10/18/2018 CASA GRANDE COURIER INC.	Courier SVC FOR 09/18 (S)	814.00

52575217	111763	10/18/2018 CASA GRANDE COURIER INC.	Courier SVC FOR 09/18 (S)	814.00
52575222	111792	10/18/2018 RAIN FOR RENT	Rental of storm bypass pump for	2,730.96
52575222	111792	10/18/2018 RAIN FOR RENT	Rental of a Storm Bypass Pump	2,730.98
52575230	111679	10/11/2018 A.C. Sanitation Service LLC	Landfill Charges for Hauling	9,874.81
52575301	111867	10/25/2018 OFFICE DEPOT INC	Blanket: Office Supplies for WWTP's	13.84
52575301	10162018	10/16/2018 AMAZON.COM	Amazon: phone rest for JH	14.94
52575302	111774	10/18/2018 FLORENCE TRUE VALUE HARDWARE	Blanket: Operating Supplies for both	40.14
52575302	111774	10/18/2018 FLORENCE TRUE VALUE HARDWARE	Blanket: Operating Supplies for both	27.25
52575302	111774	10/18/2018 FLORENCE TRUE VALUE HARDWARE	Blanket: Operating Supplies for both	11.05
52575302	111774	10/18/2018 FLORENCE TRUE VALUE HARDWARE	Blanket: Operating Supplies for both	17.66
52575302	111774	10/18/2018 FLORENCE TRUE VALUE HARDWARE	Blanket: Operating Supplies for both	10.55
52575302	111774	10/18/2018 FLORENCE TRUE VALUE HARDWARE	Blanket: Operating Supplies for both	96.05
52575302	111774	10/18/2018 FLORENCE TRUE VALUE HARDWARE	Blanket: Operating Supplies for both	6.54
52575302	111774	10/18/2018 FLORENCE TRUE VALUE HARDWARE	Blanket: Operating Supplies for both	24.33
52575302	111825	10/25/2018 CED CASA GRANDE #0969	Blanket PO: Misc. Operating Supplies	56.79
52575302	111837	10/25/2018 Day Auto Supply Inc	Blanket: Operating Supplies for WWTP's	19.55
52575302	111837	10/25/2018 Day Auto Supply Inc	Blanket: Operating Supplies for WWTP's	68.03
52575302	111889	10/25/2018 WATER SHED	Water/ice WWTP	40.31
52575302	10162018	10/16/2018 HOME DEPOT CREDIT SERVICES	Home Depot - Op. Supplies	54.44
52575302	10162018	10/16/2018 HOME DEPOT CREDIT SERVICES	Home Depot: Op. Sup.	151.11
52575302	10162018	10/16/2018 HOME DEPOT CREDIT SERVICES	Home Depot: Op. Sup.	201.42
52575304	111713	10/11/2018 GRIJALVA MARIO	UNIFORM PANTS - GRIJALVA	35.00
52575306	111669	10/4/2018 SENERGY PETROLEUM	DIESEL FOR WW GENERATORS	2,505.41
52575306	111678	10/4/2018 WEX BANK	FUEL EXPENSE SEP2018-S SEWER	116.07
52575310	111851	10/25/2018 HILL BROTHERS CHEMICAL CO.	Blanket: Sodium Hypochlorite 12.5%	1,639.20
52575311	111699	10/11/2018 Day Auto Supply Inc	DEF REFRACTOMETER FOR SHOP	0.80
52575311	111699	10/11/2018 Day Auto Supply Inc	DEF REFRACTOMETER FOR SHOP	8.02
52575311	111699	10/11/2018 Day Auto Supply Inc	CUTTING TORCH HOSES FOR SHOP	1.37
52575311	111699	10/11/2018 Day Auto Supply Inc	CUTTING TORCH HOSES FOR SHOP	13.76
			Altus NR3, Network Rover GPS+GLO, 2 meter carbon fiber	
52575311	111743	10/11/2018 SURVEYORS SOURCE LLC	rod, SmartNet Subscription and Activation Fee	3,214.00
52575311	111778	10/18/2018 HOME DEPOT CREDIT SERVICES	ADDITIONAL AMOUNTD OWED ON PO 50867	1.90
52575311	111778	10/18/2018 HOME DEPOT CREDIT SERVICES	M18 18V 1/4IN HEIMPACT DRIVER FOR FLEET	25.00
52575311	111821	10/25/2018 BROWN'S WELDING SUPPLY	Torch head repair for Shop	6.35
52575311	111837	10/25/2018 Day Auto Supply Inc	Blanket for Shop Tools	0.10
52575311	111837	10/25/2018 Day Auto Supply Inc	Blanket for Shop Tools	1.15
52575311	111837	10/25/2018 Day Auto Supply Inc	Blanket for Shop Tools	3.08
52575311	111837	10/25/2018 Day Auto Supply Inc	Blanket for Shop Tools	30.82
52575311	10162018	10/16/2018 HOME DEPOT CREDIT SERVICES	Home Depot: Tools	70.15
52575311	10162018	10/16/2018 HOME DEPOT CREDIT SERVICES	Home Depot: Tools	169.42
52575312	111647	10/4/2018 Day Auto Supply Inc	Shop supplies for Fleet	0.16
52575314	111647	10/4/2018 Day Auto Supply Inc	Shop supplies for Fleet	0.56
52575314	111647	10/4/2018 Day Auto Supply Inc	Shop supplies for Fleet	5.50

52575314	111647	10/4/2018 Day Auto Supply Inc	Shop supplies for Fleet	1.58
52575314	111768	10/18/2018 Day Auto Supply Inc	Shop supplies for Fleet	0.65
52575314	111768	10/18/2018 Day Auto Supply Inc	Shop supplies for Fleet	6.53
52575314	111768	10/18/2018 Day Auto Supply Inc	Shop supplies for Fleet	0.21
52575314	111768	10/18/2018 Day Auto Supply Inc	Shop supplies for Fleet	2.07
52575314	111837	10/25/2018 Day Auto Supply Inc	Shop supplies for Fleet	0.60
52575314	111837	10/25/2018 Day Auto Supply Inc	Shop supplies for Fleet	5.88
			American Water Works Assoc.: Wastewater Division	
52575401	10162018	10/16/2018 AMERICAN WATER WORKS ASSOC	Membership Renewal	41.50
			Arizona Water Association - Annual Membership for Joy	
52575401	10162018	10/16/2018 AZ Water Association	Jonas	32.50
			Arizona Water Association-Registration for FOG Workshop	
52575403	10162018	10/16/2018 AZ Water Association	Training - Joy Jonas	100.00
			Grade III Wastewater Treatment Certification Testing - Joy	
	10162018	10/16/2018 Gateway ADEQ Operator Certification Prog	Jonas	47.47
	10162018	10/16/2018 GRANDVIEW AT LAS VEGAS	Purchase Grandview Las Vegas Fd	347.05
	10162018	10/16/2018 Tri-State Seminar LLC	Purchase Tri-State Seminar	125.00
52575406	111811	10/25/2018 Arizona Department of	Blanket: Annual Fees/Permits for Water Quality	2,000.00
52575507	111791	10/18/2018 PUMP PROS LLC	Landustrie Submersible Sewage Pump	7,337.16
52576201	111828	10/25/2018 CENTURYLINK	FIRE ALARMS	108.52
52576208	111813	10/25/2018 Arizona Pneumatic Systems Inc	Maint/Repair of NWWTP Blower	672.00
52576209	111647	10/4/2018 Day Auto Supply Inc	Blanket for Fleet Parts	20.17
52576209	111647	10/4/2018 Day Auto Supply Inc	Blanket for Fleet Parts	58.55
52576209	111647	10/4/2018 Day Auto Supply Inc	Blanket for Fleet Parts	1.09
52576209	111647	10/4/2018 Day Auto Supply Inc	Blanket for Fleet Parts	66.69
52576209	111647	10/4/2018 Day Auto Supply Inc	Blanket for Fleet Parts	47.57
52576215	111737	10/11/2018 SAN CARLOS IRRIGATION	HWY 79 WASTE PLANT W SD OF INS	2,465.80
52576217	111650	10/4/2018 EUSI LLC	TASK 3A CLEAN CLOSURE LAGOONS SWWTP	1,060.00
52576217	111650	10/4/2018 EUSI LLC	TASK 5 PROFESSIONAL SERVICES	1,087.68
52576217	111681	10/11/2018 Aquatic Consulting	WET Testing at WWTP - PRIOR FY	3,050.00
52576301	111867	10/25/2018 OFFICE DEPOT INC	Blanket: Office Supplies for WWTP's	13.84
52576302	111774	10/18/2018 FLORENCE TRUE VALUE HARDWARE	Blanket: Operating Supplies for both	32.52
52576302	111774	10/18/2018 FLORENCE TRUE VALUE HARDWARE	Wastewater Treatment Plants	14.82
52576302	111774	10/18/2018 FLORENCE TRUE VALUE HARDWARE	Wastewater Treatment Plants	27.31
52576302	111774	10/18/2018 FLORENCE TRUE VALUE HARDWARE	Blanket: Operating Supplies for both	22.90
52576302	111774	10/18/2018 FLORENCE TRUE VALUE HARDWARE	Blanket: Operating Supplies for both	67.65
52576302	111774	10/18/2018 FLORENCE TRUE VALUE HARDWARE	Blanket: Operating Supplies for both	21.06
52576302	111774	10/18/2018 FLORENCE TRUE VALUE HARDWARE	Blanket: Operating Supplies for both	24.35
52576302	111774	10/18/2018 FLORENCE TRUE VALUE HARDWARE	Blanket: Operating Supplies for both	28.99
52576302	111825	10/25/2018 CED CASA GRANDE #0969	Blanket PO: Misc. Operating Supplies	56.78
52576302	111837	10/25/2018 Day Auto Supply Inc		68.02
52576302	10162018	10/16/2018 HOME DEPOT CREDIT SERVICES	Home Depot - Op. Supplies	36.29
52576302	10162018	10/16/2018 HOME DEPOT CREDIT SERVICES	Home Depot: Op. Sup.	100.74

52576302	10162018		HOME DEPOT CREDIT SERVICES	Home Depot: Op. Sup.	134.28
52576304	111713		GRIJALVA MARIO	Uniform BOOTS GRIJALVA	16.08
52576306	111678		WEX BANK	FUEL EXPENSE SEP2018-N SEWER	542.10
52576311	10162018		HOME DEPOT CREDIT SERVICES	Home Depot: Tools	46.76
52576311	10162018	10/16/2018	HOME DEPOT CREDIT SERVICES	Home Depot: Tools	112.9
52576316	111850	10/25/2018	HALL'S PLUMBING & DRAIN SERVICE	52575316	250.00
				American Water Works Assoc.: Wastewater Division	
52576401	10162018	10/16/2018	AMERICAN WATER WORKS ASSOC	Membership Renewal	41.50
				Arizona Water Association - Annual Membership for Joy	
52576401	10162018	10/16/2018	AZ Water Association	Jonas	32.50
				Arizona Water Association-Registration for FOG Workshop	
52576403	10162018	10/16/2018	AZ Water Association	Training - Joy Jonas	100.00
				Grade III Wastewater Treatment Certification Testing - Joy	
52576403	10162018	10/16/2018	Gateway ADEQ Operator Certification Prog	Jonas	47.47
52576507	111777		HAZEN and SAWYER	SU-13 Wastewater Main Extension	1,119.50
52576507	111777	10/18/2018	HAZEN and SAWYER	SU-13 Wastewater Main Extension	2,640.00
52581507	111890	10/25/2018	WESTLAND RESOURCES INC	RECHARGE PERMITTING AND	730.50
Customer U	tility Depos	its			
53219000	111820	10/25/2018	2nd Temp	Refund Sanitation Deposit	16.34
53219000	111865	10/25/2018		Refund Sanitation Deposit	25.00
53219000	111869	10/25/2018		Refund Sanitation Deposit	51.00
Sanitation F	und		•		
53571201	111887	10/25/2018	Verizon Wireless	SANITATION	53.20
53571201	111887	10/25/2018	Verizon Wireless	SANITATION	50.98
53571206	111688		AZ MUNICIPAL RISK RETENTION-	Liability Ins-Excess Policy 2000238-1 10/10-10/19	22,380.00
53571207	111883		Tri-City Express Care LLC 935	CDL PHYSICAL - CURTIS WILLIAMS	52.00
53571207	111883		Tri-City Express Care LLC 935	CDL PHYSICAL - DAVID HILLS	1.04
53571209	111768		Day Auto Supply Inc	Blanket for Fleet Parts	275.1
53571217	111733	10/11/2018	RIGHT AWAY DISPOSAL LLC	OCT RESIDENTIAL BILLING	47,065.70
53571217	111793	10/18/2018	RIGHT AWAY DISPOSAL LLC	OCT INSTITUTIONAL BILLING	7,126.23
53571230	111765		CENTRAL ARIZONA TRANSFER	Py for Transfer Station Fees	926.1
53571230	111804		WASTE MANAGEMENT OF ARIZONA	BPO FOR LANDFILL CHARGES	192.0
53571230	111804		WASTE MANAGEMENT OF ARIZONA	BPO FOR LANDFILL CHARGES	1,356.8
53571230	111827		CENTRAL ARIZONA TRANSFER	FEES FOR SEPTEMBER 2018	175.1
53571304	111691		BC GRAPHICS	UNIFORM SHIRTS - WILLIAMS C	100.12
53571304	111691		BC GRAPHICS	UNIFORM SHIRTS - WILLIAMS C	198.2
53571306	111678		WEX BANK	FUEL EXPENSE SEP2018-SANITATION	91.9
53571311	111778		HOME DEPOT CREDIT SERVICES	ADDITIONAL AMOUNT OWED ON PO 50867	0.20
53571311	111778		HOME DEPOT CREDIT SERVICES	M18 18V 1/4IN HEIMPACT DRIVER FOR FLEET	2.50
53571311	111821		BROWN'S WELDING SUPPLY	Torch head repair for Shop	0.6
53571312	111801	10/18/2018		BPO FOR SAFETY SUPPLIES	301.3
Grants	111001	10,10,2010			001.00
	10162018		Az State Fire Training Committee (ASFTC)	Fire School for Montgomery	184.00

287506505	111673		TYMCO INC	Tymco 600 Sweeper	239,595.23
287506505	111800	10/18/2018	TYMCO INC	ADDITIONAL SALES TAX ON SWEEPER PO50326	1,835.05
Street Light	Improveme	nt District			
300506215	111686	10/11/2018	Arizona Public Service Company	MERRILL RANCH SLIDS1 Electric Charges	2,403.56
300506217	111771	10/18/2018	EPS GROUP INC	SLID Research	305.34
301506215	111686		Arizona Public Service Company	ANTHEM @ MERRILL RANCH SLIDS Electric Charges	2,417.73
301506217	111771	10/18/2018	EPS GROUP INC	Engineering Service	305.33
302506215	111686		Arizona Public Service Company	ANTHEM @ MERRILL R SLIDS 3 Electric Charges	2,234.58
302506217	111771	10/18/2018	EPS GROUP INC		305.33
Other Funds	6				
501506217	111746		TischlerBise Inc	Land Use Assumptions, IIP, Development Fee Report	962.00
505506217	111746		TischlerBise Inc	Land Use Assumptions, IIP, Development Fee Report	962.00
508506217	111746	10/11/2018	TischlerBise Inc	Land Use Assumptions, IIP, Development Fee Report	962.00
509506217	111746	10/11/2018	TischlerBise Inc	Land Use Assumptions, IIP, Development Fee Report	962.00
510506217	111746	10/11/2018	TischlerBise Inc	Land Use Assumptions, IIP, Development Fee Report	962.00
511506217	111746	10/11/2018	TischlerBise Inc	Land Use Assumptions, IIP, Development Fee Report	962.00
566511408	111631		A Secure Towing LLC	Impound: 2012 Kia	230.00
566511408	111880		The Office Center Inc.	Halloween Bags for Town Event	1,180.00
596506217	111746	10/11/2018	TischlerBise Inc	Land Use Assumptions, IIP, Development Fee Report	962.00
597506217	111746	10/11/2018	TischlerBise Inc	Land Use Assumptions, IIP, Development Fee Report	962.00
598506217	111746	10/11/2018	TischlerBise Inc	Land Use Assumptions, IIP, Development Fee Report	962.00
599506217	111746	10/11/2018	TischlerBise Inc	Land Use Assumptions, IIP, Development Fee Report	962.00
Community	Facility Dist	tricts			
920506217	111771		EPS GROUP INC	CFD2 Unit 38 binder review	1,687.50
957506217	111796		SIMS MURRAY LTD	legal services: Community Facilities District Matter	191.25
958506217	111796	10/18/2018	SIMS MURRAY LTD	legal services: Community Facilities District Matter	191.25
					1 414 020 65

1,414,030.65

TOWN OF FLORENCE ARZONA HISTORY	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 11a.		
MEETING DATE: De	ecember 3, 2018	⊠ Action		
DEPARTMENT: Admi	☐ Information Only ☐ Public Hearing ☐ Resolution			
STAFF PRESENTER:	Lisa Garcia, Deputy Town	Ordinance		
	Manager/Town Clerk	☐ Regulatory ☐ 1 <sup>st</sup> Reading		
SUBJECT: Nomination	n and appointment of a Vice-Mayor	☐ 2 <sup>nd</sup> Reading ☐ Other		
STRATEGIC PLAN REFERENCE:       Community Vitality       Economic Property         Leadership and Governance       Partnership and Relationships       Transportation and Infrastructure         Statutory       None				

# **RECOMMENDED MOTION/ACTION:**

Open the floor for nomination for the seat of Vice-Mayor and appointment of the Vice-Mayor.

# BACKGROUND/DISCUSSION:

The following is the Vice-Mayor section of the Florence Code of Ordinances.

# 30.05 SELECTION OF VICE MAYOR.

At the same meeting at which Council is seated, the Council shall designate one of its members as Vice Mayor, who shall serve at the pleasure of the Council. The Vice Mayor shall perform the duties of the Mayor during his or her absence or disability.

(Ord. 653-17, passed 4-3-2017; Ord. 653-17A, passed 4-17-2017)

Nomination and selection process for Vice-Mayor is as follows:

- The Mayor will open the floor for nominations.
- Any member may offer a nomination for the position of Vice-Mayor, in accordance with prior Council practice, with no second required.
- The member must accept the nomination.
- Votes for Vice-Mayor shall then be cast and recorded, in the order that the nomination occurred.
- If at least four affirmative votes are cast for a candidate, the candidate assumes the position and duties of Vice-Mayor for a two-year term.

# A VOTE OF NO WOULD MEAN:

A Vice-Mayor would not be appointed at this meeting.

# A VOTE OF YES WOULD MEAN:

A Vice-Mayor for the Town of Florence will be appointed at this meeting.

### FINANCIAL IMPACT:

No fiscal impact

# ATTACHMENTS:

None

TOWN OF FLORENCE ARIZONA PUNCT INT	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 11b.			
MEETING DATE: De	ecember 3, 2018	☐ Action ⊠ Information Only			
DEPARTMENT: Town	Council	Public Hearing     Resolution     Ordinance			
STAFF PRESENTER:	Tara Walter, Mayor	☐ Regulatory ☐ 1 <sup>st</sup> Reading			
SUBJECT: Liaison As	signments	2 <sup>nd</sup> Reading			
STRATEGIC PLAN REFERENCE:       Community Vitality       Economic Property         Leadership and Governance       Partnership and Relationships       Transportation and Infrastructure         Statutory       None					
RECOMMENDED MO	FION/ACTION:				
Mayor appointments to the various Council liaison assignments.					
BACKGROUND/DISCUSSION:					

# Liaison Appointment to Town Council appointed Boards and Commission:

Arts and Culture: Date: Second Thursday of the month Location: Florence Library and Community Center	Time: 2:30 pm
<b>Board of Appeal:</b> Date: As needed Location: Florence Town Council Chambers	Time: To be determined
Historic District Advisory Commission: Date: Last Wednesday of the month Location: Florence Town Council Chambers	Time: 6:00 pm
Industrial Development Authority: Date: As needed Location: Suter House	Time: To be determined
Library Advisory Board: Date: Third Wednesday of the month Location: Florence Library and Community Center	Time: 6:00 pm

<b>Parks and Recreation Advisory Board</b> : Date: Fourth Thursday - Quarterly Location: Florence Library and Community Center	Time: 4:00 pm
<b>Planning and Zoning Commission:</b> Date: First and Third Thursday of the month Location: Florence Town Council Chambers	Time: 6:00 pm
Public Safety Retirement (Police and Fire): Date: As needed Location: Florence Administration Conference Room	Time: To be determined
<b>Teen Youth Commission:</b> Date: Not Yet Determined Location: Not Yet Determined	Time: To be determined
Florence Teen Council: Date: Tuesday of each week Location: Florence High School	Time: 2:20 pm
Date: Tuesday of each week Location: Florence K-8 School	Time: 3:30 pm
Date: Thursday of each week Location: Florence Library and Community Center	Time: 4:00 pm
Regional Liaison Assignments:	
Central Arizona Governments (Regional Council): Date: Every 6-8 weeks, as needed Location: 2540 W. Apache Trail Suite 108; Apache Junction, AZ 85120	Time: 6:00 pm
Florence Unified School District: Date: Third Tuesday of each month Location: Various School locations	Time: 5:30 pm
Greater Florence Chamber of Commerce: Date: Second Tuesday of each month Location: Green Tree Inn & Suites	Time: 3:30 pm
Five Parks HOA's Date: As needed Location: Various locations	Time: To be determined

Maricopa Association of Governments (Regional Cour Date: Monthly, usually on 4 <sup>th</sup> Wednesday Location: 302 N. 1st Ave., Suite 300, Phoenix, Arizona 85003	ncil): Time: 11:30 am
Pinal Mayor's Monthly Meeting Date: Monthly Location: Various locations	Time: 12:00 p.m.
Tohono O'odham Village and Gila River Indian Comm Date: As needed Location: Various locations	unities: Time: To be determined
Pinal Water Augmentation Authority: Date: Second Tuesday every other month Location: 820 E. Cottonwood, Blg. A Casa Grande, Arizona 85122	Time: 7:00 am
Pinal Partnership Date: First Friday of each month Location: Various	Time: 7:30 am
State Liaison Assignments:	
Arizona Legislature: Date: As needed Location: Various locations	Time: To be determined
Leagues of Cities and Towns Resolution Committee: Date: As needed Location: Various locations	Time: To be determined
Regional Transportation Authority: Date: Every 6-8 weeks, as needed Location: 2540 W. Apache Trail Suite 108; Apache Junction, AZ 85120	Time: 6:00 pm
National Liaison Assignments:	
National League of Cities and Towns: Date: As needed Location: Various locations	Time: To be determined

# A VOTE OF NO WOULD MEAN:

No vote is necessary.

# A VOTE OF YES WOULD MEAN:

No vote is necessary.

# FINANCIAL IMPACT:

No fiscal impact.

# ATTACHMENTS:

None.

TOWN OF FLORENCE ARIZONA USUBU	TOWN OF FLORENCE COUNCIL ACTION FORM	AGENDA ITEM 11c.	
MEETING DATE: Dec	ember 3, 2018		
<b>DEPARTMENT:</b> Information Technology		Action Information Only Public Hearing	
<b>STAFF PRESENTER:</b> Trenton Shaffer, Information Technology Manager and Edward Levin, General Manager at Milandr, Inc.		Resolution  Ordinance  Regulatory	
SUBJECT: Commur Agreement with Miland	nications & Internet of Things Service r, Inc.	☐ 1 <sup>st</sup> Reading ☐ 2 <sup>nd</sup> Reading ☐ Other	
STRATEGIC PLAN REFERENCE:			
Community Vitality 🛛 Economic Prosperity 🗌 Leadership and Governance			
$\boxtimes$ Partnerships and Relationships $\boxtimes$ Transportation and Infrastructure			
Statutory None			

### **RECOMMENDED MOTION/ACTION:**

Approval to enter in to a Communications & Internet of Things Service Agreement with Milandr, Inc.

### BACKGROUND/DISCUSSION:

Traditional approaches to urban development place infrastructure systems in managed silos, with limited communication and information sharing among and across government departments and citizens.

A smart sustainable city is an innovative city that uses information and communication technologies (ICTs) and other means to break out these silos, improve quality of life and efficiency of urban operation and services, while ensuring that it meets the needs of present and future generations with respect to economic, social and environmental aspects.

The large amount of data generated requires the existence and development of an extensive, robust, and scalable ICT infrastructure. Smart City applications run on top of this infrastructure to enhance quality and interactivity of urban services, reduce costs and resource consumption, and improve contact between citizens and stakeholders.

This infrastructure is the lifeline of a smart city. Without it, the smart city idea cannot exist. Milandr Inc. provides a robust and dynamic solution that tightly integrates with existing

and future smart city devices, providing the needed core infrastructure for smart city initiatives.

### A VOTE OF NO WOULD MEAN:

The Town would not enter in to a Communications & Internet of Things Service Agreement with Milandr, Inc. This would further delay any smart city initiatives of the Town and increase costs for ICT infrastructure and Research and Development.

### A VOTE OF YES WOULD MEAN:

The Town would enter in to a Communications & Internet of Things Service Agreement with Milandr, Inc. Milandr, Inc. will build the Town's ICT smart city backbone infrastructure free of charge. Milandr will temporarily waive rates or charges for up to one (1) year during the installation and pilot phase, after which the Town would fall under Milandr Inc's rate structure.

#### FINANCIAL IMPACT:

No financial impact for the first year.

Provisioning	Standard Monthly Service Rate	Rate available to the Town
Water Meters, Electricity Meters, Gas Meters	\$1.25-\$2.50 depending on the agreement term	\$.30-\$0.50/mo. depending on quantity/length of agreement/usage
Any end device connected to Milandr Inc's LoRaWAN Network	\$1.50-\$3.00 per device/mo. depending on quantity/length of agreement	30% - 50% discount depending on quantity/length of agreement/usage
Any Gateway or Node connected to Milandr's LoRaWAN Network, not owned by Milandr, Inc.	\$10 - \$30/mo. depending on quantity/length of agreement	30% - 50% discount depending on quantity/length of agreement/usage

#### Rate structure year 2 and beyond:

# ATTACHMENTS:

Communications & Internet of Things Services Agreement Milandr Power Point Presentation

# COMMUNICATIONS & INTERNET OF THINGS SERVICES AGREEMENT BETWEEN THE TOWN OF FLORENCE

#### AND

#### MILANDR, INC

This Communications & Internet of Things Services Agreement (the "Agreement") is effective as of the 14 day of November 2018, by and between the Town of Florence, an Arizona municipal corporation (the "Town") and Milandr, Inc. (Milandr), a corporation incorporated and existing under the laws of the State of Colorado. Town and MILANDR may be referred to in this Agreement collectively as the "parties" and each individually as a "party".

#### WITNESSETH

WHEREAS, the Town is authorized to grant and renew agreements for the installation, operation and maintenance of Communications & Internet of Things Systems within the Town's boundaries by virtue of (i) Federal and State statutes, (ii) the Town's police powers, and (iii) the Town's authority over its public rights-of-way; and

WHEREAS, MILANDR has requested approval of the Town for a non-exclusive Agreement (hereinafter the "Agreement") to construct, and operate and maintain a Communications & Internet of Things System within the Town, and,

WHEREAS, the Town Council determines that it would serve the public interest of the citizens of the Town to approve granting MILANDR a Communications & Internet of Things Services Agreement, and

WHEREAS, MILANDR wishes to enter into an Agreement, and the Town is willing to grant one, subject to the terms and conditions hereinafter set forth.

WHEREAS, the Town is the owner of communications facilities located in the Town of Florence, Pinal County, State of Arizona, as described in the attached Exhibit "A" ("Premises").

WHEREAS, MILANDR, desires to use the Premises described in the attached Exhibit "A" ("Premises") to install, maintain and operate on such premises the Communications System Equipment, radio communications equipment, antennas and appurtenances for use in providing communications services to its customers.

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

#### COMMUNICATIONS & INTERNET OF THINGS SERVICES REEMENT

#### Section 1. Definitions

For the purposes of this Agreement, the following terms, phrases, words, abbreviations, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future; words in the plural include the singular and words in the singular included the plural. The word "shall" is always mandatory and not merely directory.

A. "Communications & Internet of Things System" shall mean Long Range Wide Area Network (LoRaWAN), a communications services that offer connectivity for the Internet of Things Services, as well as Customer-faced Internet of Things Applications Dashboards.

B. "Communications & Internet of Things System" shall include, but is not limited to, lines, poles, towers, wires, cables, conduits, transmission lines, transformers, switches, communications lines, antennas, gateways and other similar equipment and facilities used to provide Communications & Internet of Things Services, including the Long-Range Wide Area Network.

C. "Code" or "Town Code" shall mean the Florence Town Code as from time to time amended.

D. A software-based control panel for one or more applications, network devices or industrial machines.

E. The Internet of things (IoT) is the network of physical devices, vehicles, home appliances, and other items embedded with electronics, software, sensors, actuators, and connectivity which enables these things to connect, collect and exchange data.

F. "Downstream" shall mean signals originating at the Headend or hubs and transmitted to Subscribers or to Internet of Things Devices.

G. "Equipment" shall mean any tangible asset used to install, repair or maintain the Facilities in any Public Way.

H. "Facilities" shall mean the equipment, boxes, cabinets, wires, pipe, conduit, cable, pedestals, antenna, pits and other appurtenances.

I. "Hazardous Substances" shall mean polychlorinated biphenyls, asbestos and asbestos containing materials, and any material, substance or waste, which if released to the environment in amounts or concentrations above criteria established by any Federal, state or local laws and regulations, may result in harm to the public health or safety or adverse effects on the environment.

J. "Headend" shall mean any facility for signal reception and dissemination on a Communications Systems, including gateways, cable, antennas, wires, switches, power supplies and the facility, including antennas and associated electronics which receives, transmits, controls, and switches the electronic information transmitted over the Communications Systems. K. "Person" shall mean any person, firm, partnership, association, corporation, company or organization of any kind other than the Town.

L. "Public Emergency" shall mean any condition which, in the opinion of Town officials, poses an immediate threat to the lives or property of the citizens of Florence or others caused by any natural or man-made disaster, including but not limited to, storms, floods, fire, accidents, explosions, major water main breaks, hazardous material spills, etc.

M. "Public Ways" means all roads, streets, alleys and all other dedicated public rights-of-way and public utility easements of the Town.

N. "Reasonable Notice" shall mean the following: Unless otherwise defined herein, reasonable notice means the delivery of written notice to the other party at least thirty (30) days prior to the action proposed as a result of the alleged defect, situation or default. In the event of any emergency that poses an immediate risk of harm to the health, safety, welfare or property of the residents of the Town, reasonable notice shall be as soon as practicable under the circumstances.

O. "Subscriber" shall mean a person or user of the Communications & Internet of Things Services who elects to subscribe to and lawfully receives service with MILANDR'S express permission.

P. "Upstream" shall mean the transmission of signals through the Communications Systems from Subscribers and Internet of Things Devices to the Headend or hubs.

#### Section 2. Non-Exclusive Right to Install

Subject to the provisions of this Agreement, the Town Code, Arizona and Α. Federal law, the Town hereby grants to MILANDR permission to use the designated portions of the Public Way subject to and conditioned upon MILANDR'S full, timely, complete and faithful performance of all obligations to be performed or required hereunder by MILANDR, and MILANDR hereby accepts the terms and conditions of this Agreement. The Town hereby grants to MILANDR the authority and permission to engage in the business of operating and providing a Communications Systems, including Long Range Wide Area Network, in the Town, and for that purpose to erect, install, solicit, construct, repair, replace, reconstruct, maintain and retain Facilities, including a Long Range Wide Area Networks, in, on, over, under, upon, across, and along any Public Way as may be necessary or appurtenant to the Communications System. MILANDR may also so use, operate and provide similar facilities or properties rented, licensed or leased from other persons, firms or corporations, including but not limited to any public utility or any licensee licensed or permitted to do business in the Town. The service area for the Communications System shall be the current incorporated boundaries of the Town and any future annexations by the Town. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions on which the Town can grant a license, to the extent possible, the terms and conditions shall be construed to be in conformance with all the Federal, state and local laws and regulations.

B. The grant of authority to operate a Communications & Internet of Things System in the Town and the right to use and occupy the Public Ways for the purposes herein set forth shall not be exclusive. The Town reserves the right, in its discretion, to grant other agreements or licenses to other Communications & Internet of Things Systems providers. This grant is not exclusive and nothing herein contained shall be construed to prevent the Town from granting other like or similar grants or privileges to any other person, firm or corporation, or to deny to or lessen the powers and privileges granted Town under the Constitution and laws of the State of Arizona. Any and all rights granted MILANDR shall be subject to the prior and continuing right of Town to use the Public Ways exclusively or concurrently, with any other person or persons, and to manage Town's own facilities. Any and all rights to occupy the Public Ways granted to MILANDR shall also be subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims to title which may affect public property. Nothing in this Agreement shall be construed to grant, convey, create or vest a perpetual real property interest in land to MILANDR, including any fee or leasehold interest, easement, or any franchise rights. MILANDR shall not install any poles in the Public Ways.

C. Any privilege claimed under this Agreement in any public street or other public property shall be subordinate to any prior or subsequent lawful occupancy or use thereof by the Town or any other governmental entity and shall be subordinate to any prior lawful occupancy or use thereof by any other person as well as any prior easements or licenses therein. Nothing in this Agreement shall be deemed to extinguish or otherwise interfere with property rights established independently of this Agreement.

D. MILANDR shall be subject to all requirements of the Town's rules, regulations and specifications, as well as all applicable state and Federal laws and regulations. The Town reserves the right to adopt or amend its ordinances and policies, rules, regulations and specifications to require additional or greater standards of construction, operation, maintenance or otherwise pursuant to the Town's police powers.

E. This Agreement shall not constitute a waiver or bar to the exercise of any governmental right or power of the Town, whether now existing or hereafter granted MILANDR'S use and occupation of the Public Ways shall in all respects conform to all and each of the following provisions:

1. Permitted Uses. MILANDR shall use the portions of the Public Ways solely for the uses allowed under this Agreement and shall conduct no other activity at or from those designated portions of the Public Ways where MILANDR has its Communications Systems and Internet of Things System as shown on the map submitted to the Town. All other uses of the Public Ways are prohibited. The permitted uses are limited to the following:

a) Constructing, maintaining, repairing and operating the Facilities as described in this Agreement.

b) Such additional uses for which Town may give or retract consent from time to time. Such additional uses may only be conducted following the Town's giving to MILANDR notice of such consent. Town may terminate or impose conditions and limitations on such consent from time to time in Town's sole and absolute discretion.

F. There is hereby reserved to Town every right and power required pursuant to this Agreement to be herein reserved or provided by any lawful ordinance, and MILANDR by its execution of this Agreement agrees to be bound thereby and to comply with any lawful action or lawful requirements of the Town in its exercise of such rights or power, heretofore or hereinafter enacted or established. Neither the granting of any Agreement nor any provision hereof shall constitute a waiver or bar to the exercise of any lawful governmental right or power of the Town.

G. By executing this Agreement, Town does not waive any rights that it may have against any public utility or other property owner to require that such owners obtain prior approval from the Town for such uses of their property or facilities, or that revenues received by an public utility or other property owner from MILANDR, by virtue of MILANDR'S use of their property or facilities be included in the computation of any use agreement fees owed by such parties to the Town.

H. Nothing in this Agreement shall be construed to prevent the Town from abandoning, altering, improving, repairing, or maintaining its facilities and/or the Public Ways, and for that purpose to require MILANDR, at no expense to the Town, to remove, relocate, or abandon in place MILANDR'S Facilities in order to accommodate the activities of the Town. The Town shall not be liable for lost revenues sustained by MILANDR, however, caused, because of damage, modification, alteration, or destruction of the Facilities in the Public Ways, when such costs or lost revenues result from the construction, operation, and/or maintenance of Town's facilities and/or Public Ways.

I. MILANDR shall be subject to all requirements of Town's rules, regulations and specifications heretofore or hereafter enacted or established, and shall comply with all applicable state and Federal laws and regulations heretofore or hereafter enacted or established. Town reserves the right to amend its ordinances to require additional or greater standards of construction, operation, maintenance or otherwise pursuant to the Town's police powers or as provided in this Agreement. If any state or Federal law or regulation shall require MILANDR to perform any service, or shall permit MILANDR to perform any service, or shall prohibit MILANDR from performing any service in conflict with the terms of this Agreement or any law or regulation of the Town, then as soon as possible following knowledge of such conflict, MILANDR or the Town shall notify the other party of the conflict believed to exist between such state or Federal law or regulation and the laws or regulations of the Town. The grant of the rights under this Agreement shall not relieve MILANDR of any obligation involved in obtaining pole space from any department of the Town, utility company or from others maintaining poles in the Public Ways. Facilities that MILANDR uses to provide the Communications & Internet of Things System shall meet all undergrounding requirements imposed by the Town, unless it is technologically impossible for specific above ground equipment to function properly if placed underground.

J. <u>Construction</u>. MILANDR shall comply with all requirements of the Town of Florence utility permit and construction manual and associated rules and regulations. MILANDR shall have the full responsibility and liability for traffic control for this project and shall obtain approval for all traffic plans at least one week prior to beginning work under this Agreement. The cost for any traffic control shall be MILANDR'S responsibility.

K. <u>Hazardous Substances</u>. MILANDR and its affiliates shall comply with all applicable Federal, state and local laws, statutes, regulations and orders concerning Hazardous Substances in or near the public rights-of-way. MILANDR shall inspect its Communications System for compliance with Federal, state and local laws, statutes, regulations and orders concerning Hazardous Substances. MILANDR shall be responsible for remediations, findings, penalties or fines imposed on MILANDR due to noncompliance with applicable Federal, state and local laws concerning Hazardous Substances.

### L. Reserved.

M. <u>Utility Locating System</u>. MILANDR and its contractors and subcontractors shall comply with A.R.S. 40-360.21 through 40-360.32 by participating as a member of the Arizona Blue Stake Center with the necessary records and persons to provide location service of its Facilities upon receipt of a locate call or as promptly as possible, but in no event later than two working days. A copy of the agreement shall be filed with the Town Engineer.

N. <u>Restoration of Property</u>. When MILANDR and/or its contractors or subcontractors cause any opening or alteration to be made for any purpose in any public streets, public places or property of third parties, the opening or alteration shall be completed and restored with due diligence within seven business days. MILANDR shall upon completion of the opening or alteration restore the property, improvements or landscaping disturbed by MILANDR or its contractors or subcontractors to a condition substantially comparable to the condition before the opening or alteration and the restoration shall be performed with due diligence within a reasonably prompt time. All costs for restoration shall be the responsibility of MILANDR, and the property owner will be justly compensated by MILANDR for any damages caused by the installation, construction, operation, or removal of MILANDR'S Facilities.

O. <u>Removal of Abandoned Communications System</u>. MILANDR shall be responsible for removal of the Communications System in the event that the use of a substantial part of the Communications System is discontinued for any reason for a continuous period of twelve months or in the event such Communications System or property has been installed in any street or public place without complying with the requirements of this Agreement, or if the Agreement has been terminated, cancelled or expired without renewal.

P. <u>Emergency Work</u>. Town reserves the right to move, remove or damage any portion of MILANDR'S equipment and Facilities as may be required in any Public Emergency as determined by the Town. In such event, neither the Town nor any agent, contractor or employee thereof shall be liable to MILANDR or its subscribers or third parties for any damages caused them or the Facilities, such as for, or in connection with, protecting, breaking through, moving, removing, altering, tearing down, or relocating any part of the Communications System. Prior to taking any actions pursuant to this section, the Town shall provide, if feasible, reasonable notice to MILANDR of the Public Emergency.

Q. MILANDR shall not be excused from complying with any of the terms and conditions of this Agreement by any failure of the Town upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions.

### Section 3. Area of Operation

A. Subject to the lawful exercise of the police power heretofore or hereafter granted to the Town, MILANDR shall have the right to construct, operate, and/or maintain, in, on, along and under the Public Ways of the Town, wires, cables, gateways, underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operation in the

Town of a Communications and Internet of Things System at such locations designated by MILANDR and approved by the Town's Public Works Director acting in the exercise of his or her reasonable discretion consistent with the Town's technical and permitting regulations.

B. The Town acknowledges that above ground utilities are present throughout the Town and are therefore typically permissible. If necessary, the Town of Florence may require undergrounding at its sole discretion, after consultation with MILANDR.

### Section 4. Acceptance; Effective Date; Term

A. After the Town has taken final action to approve this Agreement, MILANDR will file its acceptance with the Town by countersigning this Agreement. Such acceptance will acknowledge that MILANDR agrees to be bound by and to comply with the provisions contained herein. The date that MILANDR countersigns this Agreement shall be the Effective Date.

B. The Agreement granted herein will take affect and be in full force from and after the Effective Date and shall continue in full force and effect for a period of five (5) years (hereinafter the "Initial Term"), unless terminated sooner in accordance with the provisions of this Agreement. The Initial Term shall be extended by up to two (2) five-year extensions (each an "Extended Term") unless either party notifies the other not later than six months prior to the end of the Initial Term or the first Extended Term that the Agreement will not be extended.

### Section 5. Conditions on use of Streets and Roads

Prior to any construction, repair or replacement of facilities in the Town right-of-way, a permit for such work must be obtained from the Town. As part of this Agreement, no fee will be charged for permits, but the permitting process will allow Town staff to be informed of such work and to provide the necessary scheduling of inspections of work in the Town right-of ways.

### A. <u>Trimming/Cutting Trees</u>

MILANDR shall have the right to trim and keep clear of its poles, gateways, wires, cables, underground conduits, manholes and other conductors and fixtures, the trees in and along the Public Ways, provided that MILANDR gives prior written notice to the Town Manager or his designee. In the exercise of such right, MILANDR shall not cut or otherwise injure any trees to any greater extent than is reasonably necessary and MILANDR shall comply with the Manual on Uniform Traffic Control Devices and any and all traffic ordinances, rules and regulations.

B. Restoring Streets, Sidewalks, Driveways, Landscaping and Other Property MILANDR shall restore, reconstruct, or repair any public place, private or public property or Public Way, including but not limited to streets, sidewalks, driveways, landscaping and other similar items, as well as any sewer, gas, effluent, water main, pipe, or fire alarm, disturbed, altered, opened, or destroyed by the exercise of any right granted to MILANDR by this Agreement. All repair and restoration necessary to meet the requirements set forth in this Section 5, as well as any and all claims for compensations from third parties as a result of work performed by MILANDR, its affiliates, or its contractors shall be promptly commenced at MILANDR'S sole expense and shall be performed in a manner and with means reasonably acceptable to the Town. Unless otherwise permitted by the Town, MILANDR shall complete such restoration with seven (7) business days following the commencement of restoration. In the event that the Town determines that MILANDR has not made such restoration, reconstruction, or repair in a reasonably satisfactory manner or in a reasonable time, the Town, after giving MILANDR no less than ten (10) days' notice and opportunity to correct such failure, shall have
the right to carry out such restoration, reconstruction or repair. The Town may draw upon the letter or credit, performance bond or other security posted by MILANDR for any failure to promptly reimburse the Town for such expenses.

#### C. <u>Safety</u>

MILANDR shall at all times employ ordinary care in accordance with the Town Code and shall install and maintain in use commonly accepted methods and devices for preventing failure and accidents which are likely to cause damage, injuries, or nuisances to the public, to public property and to private property. All structures and all lines, equipment, and connections in, over, under, and upon the Public Ways, shall at all times be kept and maintained in a safe, suitable, substantial condition, and in good order and repair. Any opening or obstruction in the streets shall be guarded and protected at all times by placement of adequate barriers, fences, or boarding, the bounds of which will be clearly designated by appropriate warning lights or other warning permitted or required by the Town's standards and regulations. MILANDR shall have full responsibility for any traffic control required by its work, subject to the Town's approval of traffic control plans and practices. The cost for any fees for traffic control shall be the responsibility of MILANDR.

#### D. <u>Compliance with Applicable Laws</u>

MILANDR shall install and maintain its gateways, wires, cables, fixtures, and other equipment in accordance with applicable law, any building codes, or other construction standards imposed by the Town or other regulatory agency and in an applicable manner as shall not interfere with any installations or operations of the Town or of any public utility serving the Town.

#### Temporary Moving of Wires

MILANDR shall, on the request of any person holding a building permit issued by the Town, temporarily relocate facilities to permit the moving of buildings, water, effluent, or sewer lines, or Public Ways. Except where the Town is the requesting party as a result of a project initiated or requested by the Town, the expense of such relocation shall be paid by the Person requesting the same, and MILANDR shall have the authority to require such payment. MILANDR shall be given not less than three (3) business days' notice to arrange for such relocation. Where the Town is the requesting party the expenses of such temporary relocation shall be at the sole expense and cost of MILANDR.

#### F. <u>Inspection</u>

E.

The Town shall have the right to inspect all construction or installation work performed in, over, under and upon the Public Ways, subject to the provisions of this Agreement and make such inspections as it shall find necessary to insure compliances with the terms of this Agreement.

#### G. Location of Distribution Lines-Poles/Underground Cable

Location of any MILANDR pole or structure shall be removed or modified by MILANDR whenever the Town determines that it is in the best interests of the Town or for a public purpose or Public Emergency.

#### H. <u>Moving of MILANDR Property</u>

MILANDR will upon reasonable notice from the Town, protect, support, temporarily dislocate or temporarily or permanently relocate its property in the Public Ways, at no cost or expense to the Town, when required by the Town or State for a public purpose, whether governmental or proprietary in nature, such as traffic conditions, public safety, street closing or abandonment, sewer construction, highway or street construction, change or establishment of street grade, or any other types of structures or improvements. All expenses in the moving of such property shall be at the sole cost and expense of MILANDR.

#### I. <u>Backup Power</u>

MILANDR shall not use a permanent or semi-permanent internal combustion engine (such as gasoline or natural gas-powered electric generator) to provide backup power at any point or points on the Communications System (other than inside buildings or on land owned in fee by MILANDR or its affiliate) without the Town's prior written approval, which approval shall not be unreasonably withheld.

#### Section 6. Construction and Operation

A. MILANDR promises and guarantees, as a condition of exercising the privileges granted by this Agreement, that any Affiliate of MILANDR directly involved in the offering of Communications & Internet of Things System in the Town or directly involved in the management or operation of the Communications System in the Town, will also comply with the obligations of this Agreement. To the extent MILANDR constructs and installs Facilities in the Public Ways, such installation shall be subject to the terms and conditions contained herein.

B. MILANDR may enter into any agreement with developers, property owners, or residents to serve areas not required to be served, provided that such agreement shall be consistent with the terms of this Agreement.

C. All installation and maintenance by MILANDR of electronic equipment shall be in accordance with the applicable sections of the current edition of the National Electric Safety Code and all State as well as all applicable County and Town codes, ordinances and regulations.

D. All working facilities, conditions, and procedures, used or occurring during construction and maintenance of the Communications Systems shall comply with the standards of the Occupational Safety and Health Administration.

E. Construction, installation and maintenance of the Communications System shall be performed in an orderly and workmanlike manner, and in close coordination with public and private utilities serving the Town following accepted construction procedures and practices and working through existing committees and organizations.

F. Any antenna structure used in the Communications System shall comply with construction, marking and lighting of antenna structure required by the United States Department of Transportation. MILANDR shall obtain a special use permit from the Town prior to the installation of any such antenna structure.

G. MILANDR will not interfere with, obstruct or hinder in any manner, the operation of the various utilities serving the residents within the confines of the Town. Specifically, MILANDR shall not interfere obstruct or hinder in any manner, the Town's communications systems, water system, sewer system, fire department system, police department system, public works systems or court system.

#### Section 7. Customer Service

A. MILANDR shall obtain and maintain sufficient telephone lines and staffing so as not to delay unreasonably the answering of any telephone call, and shall adjust MILANDR'S

staffing as necessary, with respect to special events which may reasonably be expected to increase call volume.

B. MILANDR shall provide a separate phone number and email address of a management level person for the Town to contact on customer service related matters, any such calls by the Town or by customers shall be returned as promptly as possible and must be returned within one (1) business day. On any complaints provided by the Town to such contact MILANDR shall, within three (3) business days provide the Town, in writing, with a response and plan of resolution relating to such complaint.

#### Section 8. Conduct of Operations

MILANDR will render efficient Communications & Internet of Things System, make repairs promptly, and interrupt Communications & Internet of Things Service only for good cause and for the shortest time possible. MILANDR will use reasonable efforts to assure that such interruptions will occur during periods of minimum systems use and shall use reasonable efforts to notify the Town and any subscribers of planned interruptions. MILANDR shall provide the Town with prompt notice of any known interruptions as well as a good faith estimate of the anticipated interruption time.

#### A. <u>Technical Quality</u>

MILANDR shall maintain all upstream and downstream access services, channels and interconnections, if any, at the same level of technical quality and reliability required by this Agreement and all other applicable Federal laws, rules and regulations for subscribers. MILANDR shall provide routine maintenance and shall repair and replace all transmission equipment including radios, gateways, associated equipment, required to carry signal quality to and from MILANDR facilities for the access provided under this Agreement.

#### B. <u>Radio Frequencies</u>

Wireless components on the Communications System shall operate in the 902-928 MHz unlicensed frequency band. This band has dedicated uplink and downlink channels. The band is divided into 8 sub-bands that each have 8x125 kHz uplink channels, 1x500 kHz uplink channel and 1x500 kHz downlink channel. Use of any other frequencies must receive the Town's prior written approval and shall be subject to the radio frequency section of this Agreement. Provided, such other frequencies are allowable under the radio frequency and non-interference sections of this Agreement, the Town's approval shall not be unreasonably withheld, delayed, or conditioned. The Town uses the frequencies of 800 MHz to provide emergency service communications, 2.4GHz Motorola Canopy cluster to provide security camera mobility, 4.9GHz Ceragon to provide public safety connectivity, 5.4 GHz, 5600 MHz Redline backhaul to provide connectivity to the Town network, 24GHz for the Town South Waste Water Treatment Plant and 5.810MHz, 5.735MHz for the CAC College -- Distance Learning program. MILANDR shall not utilize any frequency, under any circumstance, that would interfere in any way with the Town's ability to utilize its communication services, existing and future.

a. Representations concerning the distance at which usable radio signals will be transmitted and received at the Premises shall not be binding upon the Town. The Town shall not be responsible for interference or disruption of service resulting from causes over which the Town does not have reasonable control.

- b. MILANDR shall review all applicable current radio frequency users(s) and their frequencies to evaluate the potential for interference. MILANDR agrees that it will not over-saturate frequency levels or remove open available channels. MILANDR represents and warrants that its use of the Premises shall not interfere with existing third parties at the Premises if the current user(s) operate and continue to operate within their frequencies, and in accordance with all applicable laws and regulations.
- c. MILANDR agrees that its operations and Equipment will not cause radio frequency interference to any communications systems used by the Town, whether on or off the Premises, and whether in operation at the Effective Date of this Agreement or installed at any time during the term of this Agreement. In addition to the foregoing, MILANDR agrees that its operations and Communications System shall not cause interference to any other existing communications systems. Should MILANDR'S Communications System cause interference to any communications systems described herein, and such interference cannot be corrected within seventy-two (72) hours, MILANDR'S Equipment shall be disconnected from the power source and remain disconnected until such interference is corrected. In the event of such disconnection, either party shall have the right to terminate this Agreement upon thirty (30) days written notice. If MILANDR elects to terminate this Agreement pursuant to the provisions of this Section 8(d).
- d. Physical Interference. MILANDR shall not interfere with the Town or other colocated users access to the Premises. Any such interference with access shall be removed within five (5) calendar days of written notification from the Town.

#### Section 9. **Premises and Radio Towers**

The Town authorizes MILANDR to attach its communications Equipment and MILANDR accepts the right from the Town to attach such Equipment to the properties described in **Exhibit** "A" as the "Premises". This Agreement does not waive MILANDR'S obligation to obtain any other permits, authorizations, licenses or any other authority that may be required to implement MILANDR'S Communications and Internet of Things System. MILANDR must acquire any other permits as required to implement its system and services from the appropriate entity.

#### A. <u>Use of Premises</u>

MILANDR shall use the Premises described in **Exhibit "A"** ("PREMISES") to install, maintain and operate the Communications System and Internet of Things System Equipment, antennas and appurtenances (the "Equipment") described in **Exhibit "C"** and for no other purpose. MILANDR shall, at its expense, comply with all present and future Federal, state, and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, safety, radio frequency emissions, and radiation) in connection with use, operation, maintenance, construction and/or installation of the Premises. No materials may be used in the installation of the antennas, lines or Equipment that will cause corrosion or rust or deterioration of the Premises or its appurtenances. All Equipment installed by MILANDR must color match the Premises. All installations of Equipment must be undertaken in the presence of an employee of the Town's Information Technology Department to ensure proper installation.

#### B. <u>Use of Radio Towers</u>

MILANDR shall use the Radio Towers described in **Exhibit "A"** ("RADIO TOWERS") to install, maintain and operate the Communications System Equipment, gateways, antennas and appurtenances (the "Equipment") described in **Exhibit "C"** and for no other purpose. MILANDR shall, at its expense comply with all present and future Federal, state, and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, safety, radio frequency emissions, and radiation) in connection with use, operation, maintenance, construction and/or installation of the Radio Towers. No materials may be used in the installation of the antennas, lines or Equipment that will cause corrosion or rust or deterioration of the Radio Towers or their appurtenances. All installations of Equipment must be undertaken in the presence of an employee of the Town's Information Technology Department to ensure proper installation.

#### C. <u>Fees</u>

MILANDR shall pay, as they become due and payable, all fees, charges, taxes and expenses required for licenses and/or permits required for or occasioned by MILANDR'S use of the Premises (unless other arrangements are agreed upon between the Town and MILANDR, and described in **Exhibit D**). MILANDR shall bear reasonable costs that are associated with damage caused to public streets, road and alleys by construction, maintenance and operation of its Facilities in the public streets, roads and alleys and on poles or towers in the Public Ways. Such costs are not to be offset. MILANDR shall pay all fines, fees, charges or damages for breach of the terms and conditions of this Agreement. Fees required by this Agreement shall be in addition to any and all taxes of a general nature and not applicable solely to service operations within the Town or other fees or charges which MILANDR shall be required to pay to the Town or to any state or Federal agency or authority, as required herein or by law, all of which shall be separate and distinct obligations of MILANDR.

#### Section 10. Insurance, Indemnification, Letter of Credit, and Performance Bond

#### A. <u>Defense and Indemnification</u>

MILANDR shall fully defend, indemnify, and hold harmless the Town, its officers, boards, commission, elected officials agents, officers, attorneys, representatives, agents, servants, and employees (for purposes of this Section 11.A, the "Town") against any and all costs damages, expenses, claims, suits, actions, liabilities and judgments for damages including but not limited to expenses for legal fees (a "Claim"), whether suit be brought or not and any all disbursements and liabilities incurred, assessed, or assumed by the Town in connection with:

a. Damages to persons or property in any way arising out of or through the alleged acts or omissions of MILANDR its servants, officials, agents, affiliates, attorneys, representatives, servants or employees;

b. Requests for relief arising out of any alleged action or inaction by MILANDR which results in a claim for invasion of privacy, defamation, for the violation of any copyright, trademark, trade name, service mark or patent, or of any other right of any person, firm, or corporation;

c. Any and all claims arising out of or alleged to have arisen out of MILANDR failure to comply with the provisions of this Agreement or any Federal, state or local law, or any regulation applicable to MILANDR or the Communications System; or

d. Any and all disputes arising out of a claim by any party other than the Town or MILANDR wherein damages or other relief is sought (a) as a result of the Town's Agreement with MILANDR or (b) as a result of the renewal or non-renewal or non-renewal of MILANDR's Agreement to provide services within the Town;

provided, however, that MILANDR's indemnification obligation shall not apply to any Claim or element of a Claim to the extent caused by the gross negligence or willful misconduct of the Town.

The Town shall cooperate with MILANDR and reserves the right to participate in the defense of any claim or litigation. If a lawsuit or claim covered by this Section A be brought against the Town, either independently or jointly with MILANDR, or with any other person or municipality or entity, MILANDR shall defend the Town at MILANDR's sole cost and expense. If a judgment is entered against the Town, MILANDR shall indemnify the Town and pay such judgement and all costs and shall satisfy and discharge the same. MILANDR shall not settle any matter to which indemnity may apply without the Town's written consent, which shall not be unreasonably withheld.

By accepting the rights conferred in this Agreement the Town is in no manner waiving any governmental immunity it may enjoy or any immunity on behalf of its agents, officials, servants, attorneys, representatives or employees.

B. Insurance

MILANDR shall at all times during the term of the Agreement, at its own cost and expense, carry and maintain the insurance coverage listed below with insurers having a "Best's" rating of A-VII or greater;

a. Workers' compensation insurance with statutory limits as required in the State of Arizona. Employer's liability insurance with limits of not less than \$100,000 each accident.

b. Comprehensive Commercial General Liability insurance covering claims for bodily injury, death, personal injury or property damage occurring or arising out of the performance of this Agreement, including coverage for independent contractor's protection (required if any work will be subcontracted), premises-operations, products/completed, operations, unfair competition, copyright infringement and contractual liability with respect to the liability assumed by MILANDR hereunder. The limits of the insurance shall not be less than:

Each Occurrence	\$1,000,000
Products-Completed Operations	\$2,000,000
Limit Personal and Advertising Injury	\$1,000,000
Limit	\$1,000,000
All other perils	\$1,000,000
General Aggregate Limit	\$2,000,000

c. Comprehensive Automobile Liability Insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles used in connection with the performance of this Agreement, with limits of at least \$1,000,000 per occurrence for bodily injury and property damage. Coverage shall be at least as broad as the "any auto" coverage specified in the Insurance Service Office, Inc. Policy form CA 00 01 03 06 or any replacements of such form.

d. The insurance limits required herein may be obtained through any combination of primary and excess or umbrella liability insurance. MILANDR shall forward to the Town certificate(s) and endorsements of such insurance upon execution of this Agreement and upon any renewal of such insurance during the term of this Agreement. The certificate(s) and endorsements shall provide that (1) the Town; its officials, officers, representatives, agents, attorneys, servants and employees be named as additional insured(s); (2) forty-five (45) days prior written notice of cancellation of the policy(s) shall be provided to the Town, (3) coverage is primary and not excess of, or contributory with, any other valid and collectible insurance purchased or maintained by the Town. At the request of the Town Manager, the Town may increase the amount of coverage no more frequently than every three (3) years to reflect changes in the Consumer Product index to ensure full protection of the Town and public provided, however, that MILANDR shall have six (6) months from the date of notification to comply with any increase.

#### Section 11. Fees and Taxes

If MILANDR requests the expedited review of any permits required for construction and inspection fees and if the Town agrees to such expedited review which it may do or withhold at its sole discretion, any and all costs associated with such expedited review shall be borne by MILANDR.

MILANDR shall bear all costs associated with damage caused to public streets, roads, alleys, landscaping, street lights, traffic signals, or other property associated with the construction, repair, maintenance, and operation of its facilities.

#### Section 12. Rates

MILANDR shall apply its rates in accordance with applicable law, and, to the extent required, with similar rates and charges for all subscribers receiving similar Communications & Internet of Things Services without regard to race, color, familial, ethnic or national origin, religion, age, sex, sexual orientation, marital, military or economic status, or physical or mental disability. Nothing herein shall be construed to prohibit MILANDR from:

- 1. The temporary reduction or waiving of rates or charges in conjunction with valid promotional campaigns of one (1) year or less;
- 2. The offering of reasonable discounts to senior citizens or economically disadvantaged citizens; or
- 3. The establishment of different and nondiscriminatory rates and charges and classes of service for commercial customers, as well as different nondiscriminatory monthly rates for classes of commercial customers as allowable by Federal law and regulations.

#### Section 13. Records and Reports

Copies of all petitions, and communications submitted by MILANDR which are directly related to MILANDR operation of the Communications and Internet of Things System in the Town to any court or agency shall be submitted to the Town upon written request.

Once each year, upon request by the Town Manager, MILANDR shall brief the Town Manager of all major activities applicable to its operation during the preceding twelve-month period. At the briefing, MILANDR shall submit a report that details the number of subscribers served within the Town for each type of Communications & Internet of Things Services or bundled service offered, a detailed report of planned operations involving work within the Town's Public Ways during the next twelve-month period, and such other information as the Town Manager may reasonably request be provided during the briefing.

Unless restricted pursuant to state or Federal law, MILANDR shall at all times keep full and compete plans and records showing the exact location of all Communications System equipment installed or in use in the Public Ways or other public or private property and make them available for the Town for review upon request. MILANDR shall provide to the Town, upon the request of the Town Manager, maps showing the location of all facilities in the Public Ways in an electronic format compatible with the Town's electronic format.

#### Section 14. Termination; Cancellation

Each party hereto reserves the right, after notice to the other party and the opportunity of the other party to cure any alleged violation of this Agreement within thirty (30) days following notice of the act or omission that breaches any term of condition of this Agreement, to terminate and cancel this Agreement and all rights and privileges hereunder in the event that the other party:

- a. Willfully fails to reasonably carry out any provision of or obligation under this Agreement.
- b. Becomes insolvent, unable or unwilling to pay its debts, or is adjudicated bankrupt.
- c. Should Milandr go out of business, become defunct or otherwise decide to cease its business activities in the Town, the Town shall have the right to acquire MILANDR's assets used to provide Communications and Internet of Things Services in the Town at then market price, or terminate this agreement entirely.

Such termination and cancellation shall be by resolution duly adopted after sixty (60) days' notice to the breaching party.

#### Section 15. Force Majeure

With respect to any provision of this Agreement the violation or noncompliance with which could result in the imposition of a financial penalty, forfeiture or other sanction upon MILANDR, or which allows for termination by either party under Section 14, such violation or noncompliance shall be excused where such violation or noncompliance is the result of Acts of God, war, civil disturbance, strike, or other events, the occurrence of which was not reasonably foreseeable by MILANDR and is beyond MILANDR's reasonable control.

#### Section 16. Emergency Work

The Town reserves the right to move, remove, or damage any portion of MILANDR's or its Affiliates equipment and facilities as may be required in an emergency as determined by the Town. In such event neither the Town nor any agent, contractor or third parties will be responsible for any damages caused. Prior to taking any action pursuant to this Section the Town shall provide, if feasible, reasonable notice to MILANDR of the emergency to allow MILANDR the opportunity to protect or repair its facilities involved in the emergency.

#### Section 17. Removal and Abandonment of Communications Systems

If the use of a substantial part of the Communications System is discontinued for any reason for a continuous period of twelve (12) months or if such Communications System or property has been installed in any street or public place without complying with the requirements of this Agreement, or if this Agreement has been terminated, canceled, or has expired without renewal, MILANDR shall promptly, upon thirty (30) days' notice from the Town Manager, remove from the Public Ways or other public or private property all such property other than any underground property that the Town Manager may permit to be abandoned in place. Upon removal MILANDR shall promptly restore such Public Ways to a condition reasonably acceptable to the Town Manager. Any property remaining in place one hundred eighty days after notice from the Town Manager shall be at the option of the Town, considered permanently abandoned. The Town may extend such time in its sole discretion. Any property abandoned in place shall, at the election of the Town Manager, be removed by MILANDR at MILANDR's expense, and the Public Way or other public or private property shall be restored to a condition reasonably acceptable to the Town Manager. Upon permanent abandonment of the property in place it shall become property of the Town and MILANDR shall execute and deliver such documents, in a form acceptable to the Town Attorney transferring ownership to the Town. Nothing herein shall require the Town to permit abandonment in place.

#### Section 18. Representations and Warranties.

MILANDR expressly represents and warrants that upon accepting this Agreement it did so rely on its own investigation and understanding of the power and authority of the Town to grant this Agreement and its own review, investigation, and understanding of the permissible provisions of the Agreement under all state and Federal laws and regulations.

MILANDR represents and warrants that it has not been induced to enter into this Agreement by any understanding or promise or other statement whether verbal or written by or on behalf of the Town or by any third person concerning any term or condition of this Agreement not expressed herein or in state or Federal law.

MILANDR represents and warrants that it has the power and authority to enter into this Agreement by and through the representative who has signed this Agreement on its behalf, and that it has the power and ability to do all the acts required of it.

MILANDR represents and warrants that it accepts this Agreement and all of its provisions willingly, without coercion, undue influence, or duress. MILANDR has not misrepresented or omitted material facts, has not accepted this Agreement with the intent to act contrary to the provisions herein, and represents and warrants that so long as it operates the Communications System, it will be bound to the terms and conditions of this Agreement.

MILANDR acknowledges that it was represented throughout the negotiations of this Agreement by attorneys of its own choosing and has opportunity to consult with its own attorneys about its rights and obligations regarding this Agreement.

#### Section 19. Miscellaneous

A. The right is hereby reserved by the Town to adopt, in addition to the provisions contained herein and in existing applicable resolutions, such additional regulations, ordinances, rules, policies and specifications as it shall find to be in the best interests of the Town, provided, however, that such additional regulations, ordinances, rules, policies and specifications shall be reasonable and not materially modify the terms of this Agreement or MILANDR's obligations.

B. If any section subsection, sentence, clause, phrase or portion of the Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

C. The Town acknowledges that acceptance of the terms and conditions of this Agreement will not constitute, or be deemed to constitute a waiver, either expressed or implied, by MILANDR of any constitutional or legal right which MILANDR may have or may be subsequently determined to have either by current or subsequent legislation under applicable Federal and State constitutions and law.

D. MILANDR acknowledges that this Agreement is subject to A.R.S. § 38-511.

E. It is mutually understood and agreed that the provisions of this Agreement are subject to applicable Federal law, as well as any Arizona law not in conflict with such Federal law. This Agreement shall be governed by the laws of the State of Arizona, both as to interpretation and performances. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in Federal court or state court with venue in Pinal County, Arizona.

F. In the event that there is a change in law that affects the parties' right or obligations under this agreement, then the parties agree to meet and discuss in good faith the appropriate implementation of that change in law.

G. All notices or correspondence to the served upon the Town or MILANDR by the other party shall be in writing and delivered by first class mail, postage prepaid or by facsimile or by a national express mail service.

H. <u>Reservation of Rights</u>. Should the United States or the State of Arizona enact laws or regulations affecting this Agreement, then Town and MILANDR shall negotiate in good faith to amend this Agreement to the extent such laws or regulations require this Agreement to conform to the new laws or regulations prior to its expiration. Should a court of competent jurisdiction enter a final non-appealable order or judgment affecting this Agreement, then the Town and MILANDR shall amend the Agreement to conform to the order or judgment.

I. Bankruptcy. The rights and privileges herein granted shall not be assigned nor transferable in any bankruptcy proceeding, trusteeship, receivership or by operation of any law. In the event of such assignment or transfer, this grant shall terminate forthwith, and MILANDR shall not sell, lease, assign or otherwise alienate this grant of any privilege hereunder without the prior approval of the Town Council.

J. <u>No Warranty</u>. This issuance of this Agreement, permit, license or other authorization by the Town is not a representation or warranty that such agreement, license, permit or authorization is a legally sufficient substitute for a franchise, and is not a representation of

warranty that a franchise is not required. MILANDR acknowledges and agrees that Town does not warrant the condition or safety of its right-of-way, the area surrounding the same, or the Premises and MILANDR hereby assumes all risks of any damage, injury or loss of any nature whatsoever caused by or in connection with the use of any Town right-of-way or facilities.

K. <u>Exhibits</u>. All Exhibits referred to in this Agreement and any addenda, attachments, and schedules which may, from time to time, be referred to in any duly executed amendment to this Agreement are by such reference incorporated in this Agreement and shall be deemed a part of this Agreement.

L. <u>Survival of Liability</u>. All obligations of MILANDR hereunder and all warranties and indemnities of MILANDR shall survive termination or expiration of this Agreement for a period of three years.

M. <u>Dispute Resolution</u>. In the event of a dispute between the parties to this Agreement regarding a provision of this Agreement, a party's performance of its obligations as stated in this Agreement or any other matter governed by the terms of this Agreement, the parties will meet in good faith to attempt to resolve the dispute. If the parties fail to resolve the dispute, then the parties agree that the dispute may be resolved through mediation. If mediation is agreed to by the disputing parties, the disputing parties shall mutually agree upon the services of one (1) mediator whose fees and expenses shall be borne equally by the disputing parties. If the dispute is not resolved within a reasonable time, the disputing parties shall be free to use other remedies such as nonbinding arbitration or litigation to resolve the dispute.

Notices or correspondence to the Town shall be addressed as follows:

Town Manager

With a copy to: Town Attorney

Notices or correspondence to MILANDR shall be addressed as follows:

Milandr, Inc., 1745 Shea Center Dr Suite 400 Highlands Ranch CO 80129

With a copy to:

The Town or FLORENCE may designate such other address or addresses from time to time by giving written notice to the other as set forth above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 14 day of November, 2018.

\_\_\_\_\_

MILANDR, INC.

TOWN OF FLORENCE

By: \_\_\_\_\_

By:\_\_\_\_\_

Mayor

Attest:

By: \_\_\_\_\_ Town Clerk

RESOLUTION NO. \_\_\_\_\_\_ A RESOLUTION OF THE COUNCIL OF THE TOWN OF FLORENCE, ARIZONA, FINDING THAT THE GRANTING OF A COMMUNICATIONS & INTERNET OF THINGS SERVICES AGREEMENT TO MILANDR, INC. ("MILANDR") IS IN THE PUBLIC INTEREST; AUTHORIZING THE TOWN TO ENTER INTO AN AGREEMENT WITHIN THE TOWN OF FLORENCE FOR PROVISION OF COMMUNICATIONS & INTERNET OF THINGS SERVICES BY MILANDR; AND AUTHORIZING THE EXECUTION OF THE AGREEMENT BY THE MAYOR OR TOWN MANAGER.

WHEREAS. The Town of Florence (hereinafter the "Town") is authorized to grant and renew Communications & Internet of Things Services Agreements for installation, operation, and maintenance of Communications System within the Town's boundaries by virtue of (i) Federal and State statutes, (ii) the Town's police powers, and (iii) the Town's authority over its public rights of way; and

WHEREAS, MILANDR, has applied to the Town for approval of non-exclusive agreement (the "Agreement") to construct, operate, and maintain a Communications & Internet of Things System within the Town; and

WHEREAS, the Town, having provided appropriate public motion and conducting a public hearing on that proposed by MILANDR to provide Communications & Internet of Things Services to the Town, hereby finds that it would serve the public interest of the citizens of the Town to approve granting MILANDR a Communications & Internet of Things Services Agreement, subject to such terms and conditions negotiated by the Town Manager and in a form approved by the Town Attorney.

NOW THEREFORE, BE IT RESOLVED by the council of the Town of Florence, Arizona, as follows:

The Mayor and Council of the Town of Florence hereby:

- 1. Authorize the Town to enter into a Communications & Internet of Things Services Agreement (to be identified in the Town records as \_\_\_\_\_\_ Within the Town of Florence for provision of Communications & Services by MILANDR, subject to such terms and conditions approved by the Mayor and Town Manager and approved as to form by the Town Attorney; and
- 2. Authorize the execution of the Agreement by the Mayor or Town Manager.

#### EXHIBIT A

#### **RADIO TOWERS**

Florence Tower	180FT Communications Tower, power, PoE,	111.384645,33.0757258,0
	generator, battery backup, Internet.	
Well 5 Water	50ft Water Tower, power, no internet connectivity	111.3884336,33.0267221,0
Tower	but can be accommodated.	
Anthem Tower	180FT Communications Tower, power, PoE,	111.4840288,33.050237,0
	generator, battery backup, Internet.	

#### EXHIBIT B Gateways locations and predicted coverage



Inner (pink) area predicted good reception for smart water metering system and IoT devices Outer (yellow) area predicted good reception area for IoT devices

Once the initial system is deployed and coverage is tested, any deficiencies will be corrected by installed additional radio-gateways.

#### EXHIBIT C To be filled

#### EQUIPMENT

MILANDR is authorized to install and maintain the following Equipment:

Kona Mega High Capacity IoT LoRaWAN Gateway for Wide Areas deployment, Carrier Grade Manufacturer: Tektelic

Number of antennas: Up to 5 on each gateway

Antenna Specs: Omnidirectional, 900-930 MHZ 8DBI 2 per Gateway

**Transmission Line Type:** Category 5e F/UTP PE Outdoor 24 AWG 4-Pair Solid PoE cable

Height of Antenna(s) on Premises: Between 60 -150' feet AGL

**Direction of Radiation:** Omnidirectional **Rated Power:** 1Wt

**Operating Frequency:** 902-928Mhz (FCC Unlicensed)

**Internet:** Provided by the town

AC Power: Provided by the Town

**Backup Power:** Provided by the Town

#### EEXHIBIT D DEFINITION OF SERVICES PROVIDED, RATES AND DISCOUNTS

Services, provided by MILANDR and available through its Communications & Internet of Things System to the residents and organizations of the Town:

- 1. LoRaWAN Communications connectivity throughout the Town, suitable to collect data such as temperature, humidity, location, acceleration, motion and the like from devices and sensors.
- 2. LoRaWAN Communications connectivity throughout the Town, suitable to collect data from, and compatible with smart water meters, SCADA and other systems, operating on LoRaWAN communications protocols

Rates

1. Rates, provided to the residents and organizations of the Town will be competitive and compatible with the rates, charged for the similar services elsewhere in the region, with discounts available for quantity, promotional and other purposes.

Provisioning	Standard Monthly Service Rate	Rate available to the Town
Water Meters, Electricity Meters, Gas Meters	\$1.25-\$2.50 depending on the agreement term	\$.30-\$0.50/mo. depending on quantity/length of agreement/usage
Any end device connected to Milandr's LoRaWAN Network	\$1.50-\$3.00 per device/mo. depending on quantity/length of agreement	30% - 50% discount depending on quantity/length of agreement/usage
Any Gateway or Node connected to Milandr's LoRaWAN Network, not owned by Milandr	\$10 - \$30/mo. depending on quantity/length of agreement	30% - 50% discount depending on quantity/length of agreement/usage



# Smart City Infrastructure For the Town of Florence, AZ Dec. 3rd, 2018

With focus on Smart City solutions, including lighting, asset tracking, water management and smart buildings, the collaboration between Milandr and the town of Florence will drive improvements in energy consumption, resource conservation and a variety of new and enhanced municipal services.

By leveraging the low power and long-range characteristics of LoRaWAN and the advanced device and network management capabilities of Milandr's cloud-based Smart City network services, the company is able to support a greater number of Smart City applications and deliver significant monetary savings and process automation opportunities to the town of Florence.





Milandr's Smart City device-to-cloud software and connectivity services help town of Florence instrument the physical world and deliver contextualized data to drive digital transformation. We are excited to be working with town of Florence to accelerate the deployment of solutions designed to deliver enhanced services to citizens and businesses in the region.

# **Network Overview**



Management

Apps

Controls

Metering

Public Safety Apps

Apps

# **Communications Network**

## **LoRaWAN Protocol**

LoRa<sup>®</sup> is the physical layer or the wireless modulation utilized to create the long range communication link. The advantage of LoRa<sup>®</sup> is in the technology's long range capability. A single gateway or base station can cover entire cities or hundreds of square kilometers. Range highly depends on the environment or obstructions in a given location, but LoRaWAN<sup>™</sup> has a link budget greater than any other standardized communication technology.

Milandr has designed, acquired, and will deploy and operate LoRaWAN Network, which will serve as backbone for the town of Florence Smart City Services



### **Benefits**

- Discounted Pricing Model to Florence
- Not a locked into a single solution network
- Supports City Expansion
- Supports Integration of many Vendors
- Supports Multiple Solutions
- Network Management is included

## Network Architecture: Long Range Wide Area Network



The Network is operated by Milandr, and deployed as a scalable cloud based resource. Milandr provides the management and control for the town of Florence LoRaWAN network



Gateways provide the access to the end devices and the backhaul to the cloud. LoRaWAN Security uses AES 128bit security keys unique to **each** meter and end device, which secure communication from the meters and end devices to the Network Server.

## **Network Management Software – Overview**

Milandr's Head-End system is an advanced Smart City data collection and management software. It is a highly scalable, customizable, and offers full integration of various Smart City & IoT applications. The NMS utilizes LoRaWAN network for data acquisition and device communication. The software provides a robust set of features, including:

- Real-time two way communications
- AMI water meters control and management
- Consumer access to energy consumption data
- Event control
- Communication management services
- Advanced reporting.

In addition, Milandr's Cloud-Based Software provides various dashboards for seamless integration of collected data from town of Florence services.

#### Features

- Owned and maintained by Milandr
- Flexible configuration
- Scaling for Growth
- Data Exportation
- Reporting
- Information Security
- Alert System

## **Network Management Software – Key Features & Benefits**

Proactively intelligent	8:22 4 🕈 👀
Network Performance	
Customizable Dashboards	Safety Video
Programmable Alert Conditions	Counters data Domophone Home control
Customer Service Tools	
Secure, Cloud-based Software	
Automatic Software Upgrades	Social objects Forum Health
Built-in API's	
Consumption Graphs	

# Network Management Software - Head End System

## **Smart City Dashboard Management Dashboard** Alarms **Individual Meter Reads Asset Tracking Location Coordination Tamper Detection** Communication Reporting **Customer Personal Portal**



# Network Management Software - Interfaces

Milandr has designed an advanced Smart City-platform to control energy resources with interfaces suitable for various users:

## **City Officials**

# <complex-block>

Management



## Customers



Individual interfaces to meet the needs of the town of Florence, including alarms, billing, tracking Management interfaces allowing for custom reports and meters/devices management A Customer portal allowing users to track their personal usage and pay bills online.

# **Network Of Devices**

Milandr's Network Management Software enables compatible devices to transmit data over the LoRaWAN network. This Data is organized & interpreted by the NMS and displayed in the Dashboard. Each month, more and more devices becomes available and compatible with the software, allowing for high scalability and customization.



For each group of devices, Milandr creates an individual dashboard.

# Network of Devices – Compatible Technologies

The NMS has the ability to track and manage hundreds of thousands of devices on the town of Florence network, such as:

## **Compatible Devices**

- Water Meters
- Gas Meters
- Electricity Meters
- Smart Lights
- Trash Bin Detectors
- Temperature Sensors
- Humidity Sensors
- Vibration Sensors

- Tank Level Sensors
- CO2 Sensors
- Motion Sensors
- Water Leak Sensors
- Manhole Cover Sensors
- Water Quality Monitors
- Waste Management
- Municipal Services

- Gunshot/Noise Sensors
- Smart Agriculture Devices
- Battery Voltage Monitors
- Window/Door Sensors
- Smart Parking Devices
- Smart Weather Stations
- Weather Monitoring
- Flame Sensors



Milandr, Inc. 1745 Shea Center Dr Suite 400 Highlands Ranch 80129 (720) 344 4887 Inquiries: info@milandr.com Purchase: sales@milandr.com Support: support@support.com WWW.MILANDR.COM

## MEMORANDUM

Re:	Town Manager's Report
Date:	December 3, 2018
Copy:	Department Heads
From:	Brent Billingsley, Town Manager
To:	Mayor and Town Council



I thought that it would be important to make the connection between the Council Strategic Plan and current Town priorities; therefore, this memo provides select updates by Strategic Plan Area. It is not intended to be exhaustive list, just an update on one project per area. I do not want to supplant or duplicate the individual department reports that Council receives on a monthly basis.

**Community Vitality**: The Smithsonian Water/Ways Exhibit is being hosted at McFarland State Historic Park until December 30<sup>th</sup>. Water/Ways explores the endless motion of the water cycle, its effect on landscape, settlement and migration, and its impact on culture and spirituality. It looks at political and economic efforts to ensure access to water and explores how human creativity and resourcefulness provide new ways to protect water resources and renew our relationship with the natural environment.

Designed for small-town museums, libraries and cultural organizations, Water/Ways will serve as a community meeting place to convene conversations about water's impact on American culture.

**Economic Prosperity**: The Town of Florence is hosting Steward Health at the next Council Meeting. At the meeting leadership from Steward will brief the community on the future of the Florence Anthem Hospital.

**Leadership and Governance**: Central Arizona Governments (CAG) is currently conducting a strategic planning process. Staff was actively involved in the half-day discussion that occurred at Management Committee on October 30th and was led by Amy St. Peters (the Deputy Executive Director at Maricopa Association of Governments (MAG)).

The discussion focused on the many important tasks and functions of CAG, yet also looked at ways the organization can become more responsive to its member agencies. The Regional Council will be meeting on December 3rd to participate in the CAG Strategic Plan, and to provide further suggestions and direction to the organization.

**Partnerships and Relationships:** A Thanksgiving Luncheon was held at the Dorothy Nolan Senior Center on November 21<sup>st</sup>. The event attracted over 70 Florence area seniors. A delicious meal of turkey, stuffing, mashed potatoes, green beans, candied yams and pumpkin pie was served by volunteers from the Senior Center and Community Services staff. Recreation programmer Tonya Jaquette was the lead chef with assistance from other center staff including Laura Carter and Rhoda Feierstein. Prior to the Thanksgiving feast, the public was treated to another senior center tradition: Brown Bag Bingo which reaped several prizes for the lucky winners.

**Transportation and Infrastructure**: The Town was recently notified that we have received \$331,031 in Community Development Block Grant (CDBG) funds for Phase 3 of the 5 phases, twelve-inch watermain loop improvements.

#### Upcoming Events/Meetings/Forums:

• Christmas on Main – Friday, December 7th

#### **Success Stories:**

- State Shared Revenues
  - Statewide, revenues in October were up by 9.2% over last year. So far this year, the State is \$163 million above its prediction. This is a very good number, as we can make a case that these one-time surpluses should be spent on one-time costs (such as bridge repair, infrastructure improvement, etc.). This will be a big part of our legislative push in the upcoming session and will hopefully result in more dollars coming back to Florence.
  - On a related note, the State has also seen a dramatic increase in HURF collections. These have increased by 10% over last October's figures, despite higher gas prices and increased fuel efficiency. To date, the State has collected \$9.2 million more than anticipated in HURF.
  - Florence continues to exceed the nationwide growth rate, which is 6.5% higher than a year ago. In October, the Town issued 25 new single-family home permits, and our annualized growth rate is now 10.6%.

# Memorandum



To: Brent Billingsley, Town Manager
From: Bryan C. Hughes, Community Services Director
Date: November 16, 2018
Re: November 2018 Department Report

Project Updates:

- Town staff held a conference call meeting with Bureau of Land Management (BLM) and our consultants on November 1<sup>st</sup>. The Town's application for expansion of Poston Butte continues to move forward.
- Staff from J2 Engineering and Environmental Design met with Town staff on Wednesday, October 31<sup>st</sup> and Thursday, November 8<sup>th</sup> to review design work on the Poston Butte Preserve Expansion Project. The Bureau of Land Management (BLM) requires 30% design to be completed as part of the application process.
- The additional environmental and cultural surveys requested by Bureau of Land Management (BLM) have been completed by WestLand Resources, who are in the process of compiling the information to forward to BLM for review.
- The American Conservation Experience (ACE) performed trail maintenance on the summit trail at Poston Butte over the past two weeks and will wrap up on November 21<sup>st</sup>. The maintenance is part of a grant awarded last year from Arizona State Parks and Trails. The work included demolishing and removing the old communications vault at the summit.
- The Active Transportation Plan is ongoing. The consultant is currently doing bike-ped counts in five key locations in town and there is a survey for residents to complete on the Town's website to gather information on walking and biking habits.

The Veterans Memorial Committee has launched fundraising efforts. The American Legion is taking the lead on fundraising and all donations made through them may be eligible for a tax deduction.

The second annual Florence Makes a Difference Day was held on Saturday, October 27<sup>th</sup>.

• Over 150 volunteers assisted with a variety of community projects which included yard clean-up for senior citizens, litter pick-up along the Poston Butte Trails, improvements at the Community Garden and assembling hygiene kits and birthday bags for the needy. A Goodwill Drive collected unwanted clothes and furniture which benefitted the Florence High School boys basketball team. Right Away Disposal (RAD) donated a 40-yard roll-off for citizens to dispose of trash and debris.

- The highlight of the day was a team effort between the Town of Florence and United Way to assemble and provide 10,000 meals for the needy, of which 5,000 were distributed in Pinal County. Mayor Tara Walter, United Way officials and volunteers worked throughout the morning to create box meals for those in need.
- All volunteers were treated to a hot dog lunch at downtown's Padilla Park once all the projects were completed.
- Planning for Makes a Difference Day started in early September when special events coordinator, Ali Feliz began coordinating this event with an eight-member committee of community representatives, including Town Councilmember Kristen Larsen.

On Halloween night, October 31<sup>st</sup>. Parks and Recreation presented its annual Fright Fest along downtown Main Street, where crowd estimates exceeded 2,000 people.

- It was the second major event the department presented in just four days (Makes a Difference Day on Saturday, October 27<sup>th</sup>); a testimony to its planning and organizational skills along with its successful coordination of resources.
- For Fright Fest, the public donated over 100 pounds of candy which was added to the 400 pounds, the department purchased. In addition, over 20 non-profits, civic organizations and some Florence families offered carnival game booths along Main Street. Fourteen Main Street businesses were open during Fright Fest and also provided candy to trick-or-treaters. Pinal County Credit Union employees not only organized the costume contests but provided prizes as well. Five food and merchandise vendors attended as well.
- The Florence Woman's Club presented the Pumpkin Carving Contest and issued prizes. Parks and Recreation teamed with the Greater Florence Chamber of Commerce to offer a first-time Bingo Card contest. Participating Main Street businesses stamped the cards which were then entered into a drawing for prizes. Arizona Correctional Industries (ACI) and Department of Corrections donated nine light towers to ensure a safe event. ACI also donated hay bales for staff to assemble the popular Hay Maze for children. Halloween back-drops which were placed in front of the former Kokopelli Lounge proved to be a popular location for pictures for hundreds of families. The Florence Teen Council's second Haunted House was immensely popular, drawing 550 brave souls who ventured through the eerie web of frightful features assembled in the American Legion Building.
- Parks and Recreation appreciates the cooperation it received from other Town departments for their assistance with Fright Fest including Police, Fire and Public Works.

There are a few special events and activities coming up in the next month worth noting.

- Jr. Parada Friday, November 23<sup>rd</sup> to Sunday, November 25<sup>th</sup>; Parade is Saturday, November 24<sup>th</sup>
- Christmas on Main Friday, December 7<sup>th</sup>
- Breakfast with Santa Saturday, December 8<sup>th</sup>
- History Lecture: The Holocaust and its Memory Tuesday, December 11th

Carolyn Ballard recently joined the Community Services team as a part-time Recreation Programmer overseeing the new Give-A-Lift program. She is currently recruiting volunteer drivers and developing new policies and procedures for the program. The program, which helps seniors and disabled adults get to medical appointments, is scheduled to launch in January.

The Florence Teen Council (FTC) was busy in October:

- Successfully staged their second Haunted House at the American Legion
  - 550 people went through the haunted house
  - The FTC generated \$568 in donations to be used towards a Spring Break trip
- The FTC started planning a new "teen shadow program"
  - Five teens will shadow five different town employees
- The October FTC "Member of the Month" is Arreanna Wyman, pictured at right with David Lewis

There will be an Aquatics Job Fair on Tuesday, December 4<sup>th</sup> at the Library and Community center. Anyone interested in knowing more about employment opportunities at the Aquatic Center for next summer are encouraged to attend.



#### Parks and Recreation Department Divisions Report <u>October 2018</u>

#### **Recreation/Aquatics/Special Events Programs**

		•	V
Recreation Programs	Participants	Revenue	Notes
B&A Bell – Anthem	26	\$1,430	
B&A Bell – Florence	34	\$1,855	
CPR October	2	\$20	
FTC Skateland Trip	17		
Futsal Anthem	20		
Futsal Florence	29		
Fall Fun Wk 2	12	\$890	
Fall Fun Wk 2 Drop-in	9	\$180	
IBK OctNov.	13	\$455	
Open Studio	5		Arts and Culture Program
Drum Circle	3		Arts and Culture Program
Fine Art for Teens	5		Arts and Culture Program
Open Swim Adult	99	\$396	
Open Swim Child	178	\$356	
Zumba	7	\$140	
Florence Makes a	120		
Difference			
Halloween Fright Fest	2,000+		
Special Event Vendors	5	\$200	

Facility Use Permits			
Number of Facility Use Permits	Number of Bookings	Estimated Number of Participants	Revenue Generated
60	100	6,277	\$5,733.75

#### Fitness Center – Membership Package

Fitness Package	Sales	Renewals	Total	Revenue
Adult Annual				\$
Adult Monthly	15	43	58	\$1,160
Adult Six Months	1		1	\$99
Employee Membership	1	7	8	Free
Green Tree Inn	25		25	Billed thru A/R
Senior Annual	1		1	\$132
Senior Monthly	15	19	34	\$442
Senior Six Months	2	4	6	\$396
Youth Monthly	3	4	7	\$91
Youth Six Month				\$
Drop-In Fitness	5		5	\$30
Total Memberships	68	77	145	\$2,350

#### **Fitness Center Classes**

Program	Resident	Non-Resident	Revenue	Notes
Silver Sneakers Classic			\$0	
Silver Sneakers Classes			\$0	
Optum Fitness			\$0	
Zumba Class	5		\$40	

- Estimated member sign-ins throughout the month: 1,137
- Total membership packages sold: 62
- Fitness Center revenue for membership package sales: \$1,710
- Fitness Classes revenue: \$
- Total Revenue: \$1,710

#### Miscellaneous Revenue

Product	Total	Revenue	Notes
Paper & Markers		\$	
150 <sup>th</sup> Mug		\$	
Replacement Key FC	5	\$5	
Replacement Key AC		\$	
Swim Diapers		\$	
#### **Dorothy Nolan Senior Center**

Activity	Monthly Total
Anthem Pharmacy	3
Angel Care Discussion	9
Back Space 3, Yahtzee, Skip Bo, Dominoes, Cards, Cribbage, Phase 10, Wii	134
Bowling, Bunco-12, Pool	
Bingo Healthy Bingo -	96/20-116
Birthday Cards	09
Bible Study	24
Breakfast	135
Blood Pressures- Health South ( Ali )	0
Blood Pressures – Florence Fire	09
Building Use	900
CAHRA	15
Crafts- with Doris - Jewelry-4 Creations & Libations- 4 Art-/ Joanna-4	12
Coolidge Shopping	07
Computer Use	26
Diabetic Presentation by: Havier -Diabetes Academy 101	0
Dinner Date –Mongolian Grill	10
Dollar Store	09
Dental Clinic	29
Exercise with Rhoda - Pizzazz,- Hand weights and walk a mile ,Dining Room	111
Extension Food Program	0
Fitness Center	18
Grief Support	22
Guardian Angel Installation	1
Hair Cuts by Mary Helen	0
Healthy Eating by Lou	05
Home Delivered meals – 11 Participants	249
Knit/Crochet Club	01
Lost Meals	-23
Medicare Advocate Benefits ( Open Enrollment )	19
Movie & Popcorn	20
Music by Rudy/ Music with Hermalene	158
Senior Donation Account Meal Participant -Mount Athos	17
Senior Hot Topics	18
Staff Cooked meals & senior meal	46/17-63
Volunteer Hours	25 @ 345.50
Wii bowling /Volleyball	28

#### Accomplishments:

The Center served 340 meals to 38 participants. We had 3 new senior participant this month. Rides were provided for 37 riders, 267 trips to the Center and 26 errands and 22 special events. We traveled 1157 miles.

Halloween -33, Make A Difference Day – 11, Salt River Horse Back Ride -10

# Florence Community Library October 2018

#### **October Statistics**

- 14,477 total items were circulated in October
- 106 library cards were issued
- 929 patrons signed up for use of the computer lab computers
- 2,462 wireless sessions were held
- 420 person(s) attended 15 program(s) presented by the library

#### **October Activities**

- 10/2/2018: Family Storytime
- 10/2/2018: 'Tween Code Club
- 10/3/2018: Book Club
- 10/9/2018: 'Tween Code Club
- 10/13/2018: October Library Movie
- 10/16/2018: Family Storytime
- 10/16/2018: 'Tween Code Club
- 10/17/2018: Family Craft
- 10/17/2018: Library Manager Jasper Halt attended Library Advisory Board meeting
- 10/20/2018: Haunted Historians program
- 10/23/2018: 'Tween Code Club
- 10/25/2018: Family Storytime
- 10/30/2018: 'Tween Code Club
- 10/31/2018: Library Assistant Nicole Hernandez participated in Trunk or Treat
- 10/31/2018: "Monster Storytime"
- 10/31/2018: Family Flick

#### **Upcoming Events**

#### Jan. 17, 2019, 5:30 pm: How the Piano Keyboard Changed the World

Join Dr. Guy Whatley, a member of the teaching faculty at Arizona State University and also the harpsichordist for the Grammy nominated True Concord, as he takes participants on a journey through the long and surprising history of the piano keyboard.

Invented in Ancient Greece, keyboards proved a powerfully disruptive technology, changing the very language of music and allowing some of the most beautiful music in human history to be created. The pervasiveness of keyboards has taken Western music across the globe... Though it has also sometimes crushed native indigenous music.

This AZ Humanities presentation, sponsored by the Friends of the Florence Community Library, will include musical examples from many time periods and across the planet.

### Feb. 1, 2019, 5:30 pm: Celebrities, Artists...and Good Places to Drink

Arizona has always been a geographical muse for writers, artists and composers, as well as a getaway for the rich and famous. In this program, presented by reporter/author Lisa Schnebly Heidinger, learn about some of the people who have had adventures, weddings and unusual experiences in Arizona. Also find out about some of the places

> Page 7 Community Services November 2018 Monthly Report



# **TOWN OF FLORENCE**

### **Community Development**

224 W. 20<sup>th</sup> Street Florence, AZ 85132 Office: 520-868-7542 Fax: 520-868-7546

### DATE: December 3, 2018

**STAFF PRESENTER:** Larry Harmer

SUBJECT: Community Development Staff Report

#### Projects:

#### Anthem at Merrill Ranch

- Unit 5
  - Landscape Plan submittal late 2018
  - o Pave 1<sup>st</sup> quarter 2019
- Unit 7
  - Landscape Plan submittal late 2018
  - Pave 1<sup>st</sup> quarter 2019
- Unit 24
  - o Improvement Plan approved
  - Final plat approved and recorded
  - Landscape Plan submittal 2020
- Unit 32
  - o Improvement Plan approved
  - Final plat approved and recorded
  - Landscape Plan submittal 2019
- Unit 34
  - o Improvement Plan approved
  - o Landscape Plan submittal 2020
- Unit 52
  - Paved working on adjustments
  - Landscape Plan submittal August 2018

- Unit 55
  - Plat approved and recorded
  - Plans submitted for permits
  - Construction to begin mid / late 2019
  - Landscape Plan submittal 2020
- Unit 60
  - o Improvement Plan approved
  - Plat approved and recorded
  - Landscape Plan submittal 2<sup>nd</sup> Qtr 2019

### Attaway Crossing Annexation

- A preliminary land plan was shared showing primarily single family residential with a 20 acre commercial site
- Updates have been received from Applicant
  - A new annexation petition needs to be submitted
  - A revision to the cost-benefit has been prepared that addresses years 11-20
  - A new PUD will be submitted to address this development as free-standing (separate from Merrill Ranch)
- No new updates from previous report

### **Building Code**

• FINAL 2012 ICC Code Adoption is being prepared for Town Council adoption

### Rail 3 – 390 N. Main Street

• Improvements continue of interior according to approved plans

# Kokopelli Moon Saloon – 255 N. Main Street

- Council action to proceed with remediation 10-15-2018
- Staff is continuing with process

# Florence Artisan Acres (Windmill Winery)

- A new Development Agreement was approved by Town Council on September 4, 2018
- Design Review for the new Winery Inn was approved by the Planning and Zoning Commission of August 16, 2018.
- No new updates from previous report.

### Monarch/Aspen Farms

• Submittal for new Planned Unit Development (PUD) under review

### Smith Building

- Permit issued on 5/14/2018 for demo and replacement of stairs
- Permit issued 5/23/18 for wireless fire alarm
- No new updates from previous staff report

#### Parking and Sign Code Amendments

- Both drafts have been reviewed by the Planning and Zoning Commission
- Planning and Zoning Commission have initiated Public Comment period

### **<u>Permits Issued October 2018</u>** (November totals should available the 2<sup>nd</sup> week in December)

- BLD-COMM 11 (primarily tenant improvements and FUSD)
- BLD-RES-SFR-NEW 25
- <u>OTHER 80</u> **TOTAL – 116**

they lifted a glass, and why you might want to follow their example. This AZ Humanities presentation is sponsored by the Friends of the Florence Community Library.

Page 8 Community Services November 2018 Monthly Report October was the first month in 2018 that our citation intake was increased by almost double from 2017. Each month has been, on average, about the same as 2017 with the exception of October.

# COURT FINANCIAL REPORT

October 2018

IRENE ENRIQUEZ – Court Administrator

DISTRIBUTION TYPE	OCTOBER 2018 (CURRENT)	OCTOBER 2017 (LAST YEAR)
FINE, FEES, & TRAFFIC	11,614.74	13,623.06
STATE SURCHARGES	5,843.58	7,737.76
STATE JCEF	431.14	574.72
LOCAL JCEF	232.15	309.46
STATE FINES	1,879.43	979.17
FLORENCE POLICE FUND	936.71	839.86
RESTITUTION	336.22	100.00
BONDS	1,092.00	444.00
PUBLIC DEFENDER FEE	201.27	450.17
JAIL HOUSING FEES	1,557.65	1,587.24
JUSTICE COURT FEES	37.80	52.52
GENERAL FUND	0.00	544.00
FARE SPECIAL COLLECTION FEE	708.40	847.19
FARE DELINQUENCY FEE	160.35	216.98
VICTIMS RIGHTS ENFORC.	74.19	101.28
PCSO FUND	0.00	0.00
OVERPAYMENT REFUND	0.00	0.00
COUNTY REVENUE	37.80	52.52
STATE REVENUE	9,097.09	10,457.10
TOWN REVENUE	14,542.52	17,353.79
RESTITUTION AND BONDS	1,428.22	544.00
TOTAL MONTHLY REVENUE:	\$25,105.63	\$ 28,407.41



# %11 Decrease from 2017

# **COMPLAINTS AND CITATION FILED**



# **CITATION BREAKDOWN**

Below are the types of cases filed for the month of OCTOBER 2018

CIVIL TRAFFIC VIOLATIONS	-	44
MUNICIPAL CODE	-	0
CRIMINAL TRAFFIC	-	15
CRIMINAL	-	13
DUI	-	3
DOMESTIC VIOLENCE	-	3

Finance Monthly Report October 2018 33% of the fiscal year



To:Brent Billingsley, Town ManagerFrom:Joseph Jarvis, Finance DirectorDate:11/15/18

Facts about the Town's Utilities New Accounts Opened: 163 Service Orders Completed (water & wastewater): 514 Service Orders Completed (sanitation): 576

Included is the October 2018 statement from PFM.

November 13th was Becki Jimenez's first day as a Budget Analyst. Welcome aboard Becki!

	REVENUE	REVENUE	PERCENT	EXPENSE	EXPENSE	PERCENT
FUND	BUDGET	RESULT	COLLECTED	BUDGET	RESULT	SPENT
General	15,199,070	4,731,607	31%	15,185,620	3,931,426	26%
Capital	1,230,000	-	0%	1,457,640	106,711	7%
Streets	3,238,310	817,108	25%	7,966,495	2,101,147	26%
Construction	161,000	106	0%	-	-	0%
Water	3,045,080	1,507,646	50%	4,276,360	691,041	16%
Wastewater	3,861,650	1,363,369	35%	7,823,320	1,317,200	17%
Sanitation	864,700	203,040	23%	841,290	289,752	34%
TOTAL	27,599,810	8,622,876	31%	37,550,725	8,437,277	22%



#### **Portfolio Summary and Statistics**

#### For the Month Ending October 31, 2018

### TOWN OF FLORENCE OPERATING FUNDS - 28620000

an a	Account Summary	New York, Charles and State and	and an and a local
Description	Par Value	Market Value	Percent
U.S. Treasury Bond / Note	5,000,000.00	4,968,650.50	12.87
Supra-National Agency Bond / Note	600,000.00	594,075.20	1.54
Federal Agency Collateralized Mortgage	252,306.60	252,902.72	0.66
Obligation			
Federal Agency Bond / Note	24,200,000.00	23,514,231.55	60.91
Corporate Note	6,130,000.00	6,042,949.12	15.65
Certificate of Deposit	1,200,000.00	1,204,634.00	3.12
Asset-Backed Security / Collateralized	2,005,000.00	1,992,256.56	5.16
Mortgage Obligation			
Managed Account Sub-Total	39,387,306.60	38,569,699.65	99.91%
Accrued Interest		154,334.65	
Total Portfolio	39,387,306.60	38,724,034.30	
PFM Funds - Govt Select, Instl Cl	34,877.81	34,877.81	0.09
Total Investments	39,422,184.41	38,758,912.11	100.00%



Sector Allocation



r

Characteristics	
Yield to Maturity at Cost	2.07%
Yield to Maturity at Market	2.91%
Duration to Worst	2.00
Weighted Average Days to Maturity	799

### PFM Asset Management LLC

# **Fire Department**

# MEMORANDUM

- **DATE:** November 8, 2018
- TO: Brent Billingsley, Town Manager
- **FROM:** David Strayer, Fire Chief

### SUBJ: Summary of October 2018 and Plans for November 2018

The fire responses for 2018-2016 are as follows:

October 2018	Location of Calls					
Type of Calls	Florence	Florence Gardens	Anthem	Prisons	Mutual	Totals
	Proper	Garaens			Aid	
Brush Fires	0	0	0	0	0	0
Structure Fires	1	0	0	0	1	2
Vehicle Fires	0	0	0	0	0	0
Trash Fires	0	0	0	0	0	0
EMS	63	9	30	52	2	156
HazMat	0	0	1	0	0	1
Electrical Arching	0	0	0	0	0	0
Police Asst./Public Asst.	5	4	4	0	1	14
Unauthorized Burning	0	0	0	0	0	0
Good Intent	0	0	0	0	0	0
Controlled Burning	1	0	0	0	0	1
False Alarm/System Malfunction	10	0	3	1	0	14
Emergency Stand by (move up)	4	0	32	0	10	37
Other Calls	9	1	5	0	0	15
TOTALS	93	14	75	53	5	240

Three Year View	2018		2017		2016	
	Oct	YTD	Oct	YTD	Oct	YTD
EMS	156	1530	152	1613	151	1731
Fire Calls	2	42	7	<b>39</b>	2	50
All other Calls	82	854	74	856	76	<b>689</b>
TOTALS	240	2435	233	2508	224	2476

# Summary of October Fire Chief Report

- Attended October Town Council Meetings
- Attended weekly Management Team Meetings
- Conducted weekly Fire Staff meetings
- Attended a meeting on the Kokopelli Moon Demolition October 2<sup>nd</sup>
- Attended a Town-wide employee training event October 4<sup>th</sup>
- Attended a meeting regarding the Monarch development on October 9<sup>th</sup>
- Conducted a meeting with the Caliente Board President October 10<sup>th</sup>
- Conducted a tour of Florence for special guests October 10<sup>th</sup>
- Attended the Maricopa Association of Governments meeting held in Florence on October 16<sup>th</sup>
- Participated in a meeting with Steward Health/Mountain Vista President, Chief Medical Officer and the Town Manager regarding the re-opening of the hospital in Florence on October 17th
- Met with Town Managers and Finance Director October 18th
- On Vacation October 22-25
- Negotiating the renewal of the Mountain Vista Base Hospital Agreement
- Preparing a fire department presentation for the Pinal County Youth Justice Center at risk youth.
- Preparing to implement a burn-permitting system in the Town of Florence
- Continuing work on FD capital budget items

# **Division Report – Administration**

#### Incidents

• Fire Alarm Horizon Hospital

#### Threat Vulnerability Assessment (TVA) Program

- TVA Meeting Development Services
- TVA Meeting Town Hall
- TVA Site Assessment Florence High School

#### **Safety Surveys**

Initial Inspections

- 289 N Main Total Concepts
- 208 N Main Pioneer Title
- 25 N Main
- 214 N Main Chop Shop
- 350 s Main Affinity Physical Therapy
- 350 s Main Pinal County Schools
- 660 N Pinal PKY New Tenant
- 665 S Main
   Black Jack Auto
- 3250 N Pinal PKW Immigration and Customs Enforcement Facility

National Bank

#### **Plan Reviews**

- Commercial Hood Suppression
   New Tenant Project Review
   Stheet Church
   Florence Hospital
- Fire Line Extension
- New Construction Addition
- New Tenant Project Review

#### **Special Event Permit Reviews/Inspections**

Multiple Event Reviews

•	Anthem Fest	Vender inspections
•	Open House	FD Community Event

#### Meetings

- Town Administration Ritte
- Active Shooter response
- FUSD Project Meeting
- FD-PUB-ED Planning Meeting
- FD-Training Committee

Ritter Building PC Superior Courts FPD/PCSO Florence High School Fire Station 1 Fire Station 2

Florence Elementary School

660 S Pinal Parkway

Florence Elementary Gymnasium

#### Training

• Active Shooter Operational Training Center

#### Projects

- AED project
- Wireless fire alarm project-on going
- TLO Updates
- Code Amendment Project updates
- Town FEE Updates
- PC Active Shooter Planning Project
- Web site update project
- Engine Company-Response Guide and Safety Survey project (training)
- Existing building safety surveys
- Burn permit procedures
- FD-Training and development

# **Division Report – Operations**

#### Apparatus

Pump tests conducted and passed

- 1998 Pierce Lance Ladder
- 2002 Pierce Contender Pumper
- 2012 Pierce Velocity Pumper
- 2014 Pierce Velocity Ladder

#### Hand Tools/Equipment/Station Maintenance

- Department hose scheduled for testing first two weeks of December
- Breathing air quality test and compressor service
- Repairs conducted on Station 1 bay door

#### **Communications Equipment**

- Grants application in replacing portable radios going out of service
- Spillman upgrade through PCSO

#### **Emergency Medical Services (EMS)**

• Working on CPR instructors and Paramedic instructors to promote in house mandatory State required annual training

Chandler Public Safety Training

- Conducted two CPR classes for PD
- Medication Restock conducted monthly

#### Training

- Training and Development committee meetings
- Two members completed Arson training

#### Shift training

- Ground Ladder
- Minimum Company Standards
- Aerial Apparatus Operations
- Ventilation class room discussion
- Forcible entry training on door prop

#### **Special Projects**

- Fright Fest Stand by and safety promotion
- Disaster drill Core Civic
- Multiple town buildings installed knox box's
- Worked on pre plans Main street
- Priced equipment and maintenance of exercise equipment station 2
- Prison Pre-fire planning
- Training on driving for reserve (Part-Time) employees
- Self-Contained Breathing Apparatus committee conducting trials on new SCBA's. Current inventory has exceeded NFPA active life recommendation

#### Committees

- Health and Safety
- Grants
- Timekeeping and paperless review
- Initiatives, rewards, and recognition
- Emergency Communications

# Public Education and Community Risk Reduction



Florence honors Good Samaritans for helping in multifatal accident

#### By MARK COWLING Staff Writer

Oct 17, 2018



Mark Cowling/PinalCentral

Florence's emergency responders and Town Council thanked a Tucson couple for stopping and providing help that was needed and appreciated at the scene of a multiple-fatal accident on Sept. 19 south of Florence. Pictured from left are Florence engineer/paramedic Mike Harrison, Fabiola Kruthaupt, John Kruthaupt and Fire Chief David Strayer.

FLORENCE — Mayor Tara Walter and the Town Council joined the town's emergency responders Monday in thanking a Tucson couple, John and Fabiola Kruthaupt, for stopping to help care for victims in a Sept. 19 accident on State Route 79 about 10 miles south of Florence. Eight people died in the crash and three Guatemalan men were injured.

John Kruthaupt, a U.S. drug enforcement agent, stopped and identified himself as an emergency medical technician and offered to help. Fabiola Kruthaupt, a Spanish speaker, translated for the victims and gathered necessary information. She was also able to speak to and reassure the survivors as they awaited emergency medical care.

#### Thank you note:

Chief Strayer: It was a pleasure to meet you last night. I cannot express enough how appreciative Faby and I are for the honor you bestowed on us last night. We certainly did not expect anything like that, but I can assure you we'll never forget it. As I said last night, it was a true honor working alongside the fine professionals who responded to the accident that night. I hope to never have to assist on anything like that again, but if given the opportunity - I will not hesitate to pitch in.

If it is possible, can you send a copy of the photo of all four of us that was taken by the local journalist after the ceremony? If you need a mailing address, here it is: John Kruthaupt, 6970 S. Palo Verde Road, Tucson, Arizona 85756.

Thanks again and please stay safe out there!

John M. Kruthaupt Group Supervisor DEA Tucson District Office – Task Force Group 1

### Open House October 13, 2018



Chief,

Despite the rain, the open house on Saturday had over 227 people. This number was obtained by the raffle tickets entered. The focus of the open house is to promote community risk reduction by safety education and resources. The open house was composed of fire department programs, agencies we work along with and kids' activities.

The event was staffed by Chief Kemp, reserve firefighters, and full-time firefighters and on duty crew from E541 and TRV541.

The fire department tables:

- CPR- Approx. 20 fliers handed out for online sign up directions
- Car Seat Program- 5 car seat sign ups
- Smoke Detectors/home safety program- 6 sign ups
- Stop the bleed- 2 sign ups
- Sign in/raffles- 4 different prizes awarded

Games and activities were a huge hit at the event. Games/Activities:

- Water hose- spray hose line from E126
- Truck Tour- Climb into truck and touch equipment
- Station Tour- Tour lead by firefighter

- Turnouts- Trying gear on
- Video- Follow the fire trucks to watch Milo & Moxie and Close before you Doze video, coloring/activities
- Games- Department built Bean bag toss game, skee ball game and water squirt game
- Snacks- Cookies and snow cones

The participating agencies include Horizon Health Wellness, LifeNet, Lifeline, Florence PD, AMR and Firemaster. All the tables were very interactive with the public. LifeNet had a jump suit and helmet for kids to try on, handed out free gifts and allowed the public to sit in the helicopter. Lifeline handed out free gifts and also allowed the public to sit in the helicopter. AMR was handing out free gifts and allowed the public to climb into the ambo and showed medical equipment. Florence PD allowed the public to also sit in the vehicle and to touch and feel handcuffs. Firemaster had a digital extinguisher prop so the public can practice PASS.

Overall, the event went very well and multiple people stated they enjoyed the event. This was a great foundation for many more to come.

Rumdoul In Firefighter Paramedic PO BOX 2670 Florence AZ 85142 520-868-7609 Rumdoul.in@florenceaz.gov

#### Thank you note from event:

Chief Strayer,

I wanted to thank you for having me at the Open house on Saturday. It was great to teach the kids and some parents how to use a fire extinguisher. My family showed up and had a great time at your fire house.

If there is ever anything your department needs please reach out to me.

Thank you,

Ryan Sonntag Fire Safety Technician 480.529.3730 <u>ryansonntagFP@gmail.com</u>





# **Gila River Fire Department**

5002 N. Maricopa Road P.O. Box 5083 Chandler, Arizona 85226 (520) 796-5900 Fax (520) 796-5919

October 26, 2018

Chief David Strayer Florence Fire Department 72 1<sup>st</sup> St. Florence, AZ 85132

Chief Strayer:

The Gila River Fire Department would like to express our sincere appreciation for the area coverage your department provided on September 28, 2018. The coverage allowed our membership to attend our Departments Annual Meeting.

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If there is ever a future opportunity where the members of the Gila River Fire Department can be of assistance to you, please do not hesitate to ask, and we will gladly do our best to provide such assistance.

Respectfully,

Thomas C. Knapp Fire Chief



Mayor Tara Walter proclaimed Oct. 7-13 as Fire Prevention Week at the Town Council's Oct. 1 meeting. Also pictured Buy Now is Florence Fire Chief David Strayer.

Mark Cowling/PinalCentral



Mayor Tara Walter proclaims October as Domestic Violence Awareness Month at the Town Council's Oct. 1 meeting.
Pictured from left are Nancy Larsen with the Pinal County Attorney's Office; Walter, Florence Police Chief Daniel
Hughes; and Florence Fire Chief David Strayer. The overnight lights are purple on Town Hall and residents are encouraged to
wear purple on Oct. 19.
Mark Cowling/PinalCentral

THE MEN & WOMEN of the FLORENCE AZ. FIRE STATION : JOIN ME IN CELEBRATING MY 915T Birthday! MADE POSSIBE (IN NO SMAll WAY) by Your CARING AND COURAGIOUS SERVICE , ENJOY YOUR FRIEND & NEIGHDOR GENE WARF 3971 N. JOWA AVE. FLOBENCE, AZ,

# Plans for November

- FY 19/20 Fire Department budget preparation will occur during the month of November
- Budget training for FD Staff is scheduled for November 1<sup>st</sup>, 2018
- Annual Awards Banquet is scheduled for November 2<sup>nd</sup>, 2018
- The quarterly Florence Public Safety Agency meeting is scheduled for November 7<sup>th</sup>, 2018
- A Local Emergency Planning Committee (LEPC) meeting is scheduled for November 8<sup>th</sup>, 2018
- A presentation on the Smithsonian Water Works exhibit is scheduled for November 15<sup>th</sup>, 2018
- A Pinal County Substance Abuse Council meeting is scheduled for November 27<sup>th</sup>, 2018
- A Pinal County Crisis System meeting is scheduled for November 29<sup>th</sup>, 2018.



"The men and women of the Florence Police Department stand firm in our pursuit for justice and public trust. We will stay true to our mission of providing service and safety to our community with honor, respect, and integrity. We are committed to providing fair and equal treatment to those we encounter." The information contained in this report outlines significant information and activity within the Florence Police Department (FPD) during the month of October 2018. The monthly report is prepared for the Town Council's review and furthermore for the use by FPD to examine the current activity within the department and community to identify short-term and long-term needs, and develop plans for improvement to provide the highest level of service.

# Personnel

Employee	Position	Effective					
New Hire							
None							
<b>Resignations/Termination</b>	Resignations/Terminations						
None							
Vacancies							
1	1 Supervisor						
2	Full-time Dispatcher	Open continuous					

# **Chief of Police**

Chief of Police, Daniel R. Hughes attended the following meetings during the month of October:

- Town Council Meetings
- Management Team Meetings
- Weekly FPD Administrative Meetings
- Purchasing Committee Meeting
- Fire and Police Communication Meeting
- Alliance to Combat Transnational Threat Field Area 2 (ACTT FA-2) Planning Meeting
- Pinal County Law Enforcement Association (PCLEA) Meeting

# **Administrative/Support Services**

The Support Services area includes the following: Communications Division, Evidence and Property, Crime Scene Investigator, Records Division, and Departmental Budget/Finances.

The Support Services Manager (Deanna Husk) had the following monthly activities:

- Budget preparation for FY19
- Review Superior Fire Dept. IGA
- Participated in GAIN Night/Fright Night for Town of Florence with volunteers
- Preparation of Annual Volunteer Meeting
- Preparation for November PCLEA Meeting
- Attended Racketeering Influenced and Corrupt Organizations (RICO) Training at Pinal County Attorney's Office

#### **Communications**

The Dispatch Supervisor had the following monthly activities:

- 1 full-time Dispatcher position vacant
- 1 new Dispatcher in training
- 1 Dispatcher completed training
- Scheduling & testing new applicants
- Revision of draft of Dispatch Policy & Procedures
- Working on Superior Fire Billing

#### Calls for Service

Below is a table that depicts the total calls for service handled by FPD dispatchers during the month of October. The numbers are shown by the incident locations and how the incident was reported.

How Calls Are Received, Totals by How Received							
	Beat 1	Beat 2	Beat 3	TOTAL			
911 Line	33	17	23	73			
Crime Stop Line	0	0	0	0			
Officer Report	291	96	163	550			
In Person	61	2	3	66			
Radio Transmission	1	0	2	3			
State TT/NLETS	0	0	0	0			
Telephone	199	49	90	338			
TOTAL	585	164	281	1,030			

#### Average Response Time to Calls for Service

	May	Jun	Jul	Aug	Sep	Oct
Priority 1	3:36	5:28	6:54	4:21	4:50	5:13
Priority 2	5:47	4:51	10:01	7:17	6:00	7:15
Priority 3	21:23	21:13	17:51	20:29	26:14	21:10
Priority 4	25:40	24:16	22:15	13:00	26:53	3:01
Definitions:						

#### 6 Month Reporting Period: May 2018 to October 2018

Priority 1
Priority 1
Priority 2
Priority 2
Priority 2
Priority 3
These priorities are those in which a crime in progress might result in a threat of injury to a person, or major loss of property or immediate apprehension of a suspect.
Priority 3
These priorities are those in which there is no threat of personal injury or major loss of property.

Priority 4 These priorities are those of a report nature only.

<b>OCTOBER 2018 –</b>	Offense Count Index
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Classification of Offense	Offenses Reported	Unfounded Complaint	Actual Offense	Offenses Cleared	Juvenile Clearance
CRIMINAL HOMICIDE	0	0	0	0	0
a. Murder/Nonneg Manslaughter	0	0	0	1	0
b. Manslaughter by Negligence	0	0	0	0	0
FORCIBLE RAPE	0	0	0	0	0
a. Rape by Force	0	0	0	0	0
b. Attempt Forcible Rape	0	0	0	0	0
ROBBERY	0	0	0	0	0
a. Firearm	0	0	0	0	0
b. Knife or Cutting Instrument	0	0	0	0	0
c. Other Dangerous Weapon	0	0	0	0	0
d. Hands, Fist, Feet, etc.	0	0	0	0	0
ASSAULT	11	0	11	7	2
a. Firearm	0	0	0	0	0
b. Knife or Cutting Instrument	0	0	0	0	0
c. Other Dangerous Weapon	1	0	1	0	0
d. Hands, Fist, Feet, etc.	3	0	3	2	2
e. Other Assaults – Simple	7	0	7	5	0
BURGLARY	1	0	1	0	0
a. Forcible Entry	0	0	0	0	0
b. Unlawful Entry/No Force	1	0	1	0	0
c. Attempt Forcible Entry	0	0	0	0	0
LARCENY – THEFT	10	0	10	0	0
MOTOR VEHICLE THEFT	2	0	2	0	0
a. Autos	2	0	2	0	0
b. Trucks	0	0	0	0	0
c. Other Vehicles	0	0	0	0	0
GRAND TOTAL	24	0	24	7	2
Clearance(s) by Adult Arrest	1				
Clearance(s) by Juvenile Arrest	2				

\*\*All data presented in this report is tentative until monthly audit is complete

#### **Property & Evidence**

During the month of October 2018, there were 137 envelopes/packages involved in 51 incident cases submitted for processing by the Property and Evidence Section. Of the total, envelopes/packages:

- 109 were Evidence items of which 1 was released, 102 were stored, 4 out to Lab and 2 were destroyed.
- 21 were Safekeeping items of which 15 were released and 6 were stored.
- 6 were Disposal items of which 6 were stored.
- 1 was Found items of which 1 was stored.

The items of evidence involved the following crimes:

- 12 Drug Incidents
- 2 DUI

### 2018 – Property and Evidence Processing

TOTAL PACKAGES	EVIDENCE STORED	SAFE KEEPING	FOUND PROPERTY	DISPOSAL	RELEASED	OUT TO OFFICER	SENT TO LAB
137	115	21	1	9	16	14	4

Other Considerations

• The status of the Police Evidence Trust Fund bank account, involving \$2,581.14. 15 pending items:

9 are for safekeeping/found property,

5 are pending RICO forfeiture/Evidence,

1 is to be returned to owner if located.

• Fingerprints were taken for 43 citizens by the Property and Evidence Section and Police Volunteers this month. The prints included volunteers, employee applicants and private citizens.

# **Operations/Patrol**

The Operations/Patrol Division is under the direction of Lt. Terry Tryon, and he has attended the following meetings during the month of October:

- Town Council Meetings
- FPD Management Team Meetings
- Weekly FPD Administrative Meetings
- Workflow Committee Meeting
- Alliance to Combat Transnational Threat Field Area 2 (ACTT FA-2) Planning Meeting

### **Professional Standards**

No new complaints or cases

# **Criminal Investigations Unit**

# of new cases assigned i	n October:	9		
Observed Offense	Assigned Detective	Case Status	Notes:	
Child Abuse	L. Gaston	OPEN	Suspect arrested children removed	
Domestic Violence	D. Helsdingen	Closed	TOT to patrol 1 Adult Arrested	
Sexual Abuse	D. Helsdingen	OPEN	Confidential	
Promote Prison Contraband	D. Helsdingen	OPEN	Report completed felony charges pending on 2 Adults	
PREA Cases x2	D. Helsdingen	Closed	No criminal charges accusations unsubstantiated	
Dangerous Drugs/Child Abuse	D. Helsdingen	OPEN	Search Warrant executed/Children Removed/methamphetamine located/23 firearms removed	
Accident with Injuries	D. Helsdingen	Closed	TOT to Patrol	
Stolen Vehicle Recovery	D. Helsdingen	Closed	Victim declined to prosecute offender	
Tampering with a Witness	D. Helsdingen	Closed	TOT to PCSO	
# of cases carried over in	to October:	6		
Observed Offense	Assigned Detective	Case Status	Notes:	
Hit & Run	D. Helsdingen	OPEN	Witness came forward with information-report completed and forwarded Charges to PCA, PCA requesting additional investigation	
DUI-Accident with Injuries	D. Helsdingen	Closed	Suspect Arrested	
Attempted 1 <sup>st</sup> Degree Murder	D. Helsdingen	OPEN	Suspect In-custody Report received from DPS confirming DNA from victim on the knife still working with CGPD with suspect tampering with victim	
Assault & Promote Prison Contraband	D. Helsdingen	Closed	Felony and Misdemeanor charges filed	
Arson	D. Helsdingen	OPEN	Search Warrant Completed \$10,000 reward following up on leads	
Aggravated Assault	D. Helsdingen	Closed	Felony Charges filed	
# of joint cases worked i	n October:	3		
Observed Offense	Assigned Detective Primary/Secondary	Case Status	Notes:	
Child Abuse	L. Gaston/D. Helsdingen	Closed	Suspect in custody facing multiple felony counts	
Homicide	D. Helsdingen/L. Gaston	OPEN	1 <sup>st</sup> Degree Murder Charges Filed Several female subjects disclosed inappropriate	
Sex Offense (Juvenile)	L. Gaston/D. Helsdingen	OPEN	several remain subjects disclosed mappropriate sexual abuse. Grand Jury scheduled 11/7/18 eight felony counts	
Other Activity:				
D. Helsdingen	Photo lineup Training DPS			
D. Helsdingen	FA2 meeting			
D. Helsdingen	CPR training			

I	
D. Helsdingen	Grand Jury x2
L. Gaston & D. Helsdingen	Town Training
L. Gaston & D. Helsdingen	Child Exploitation Part Ii left early for call out
L. Gaston & D. Helsdingen	Forensic Interview x3


#### **Beat Statistics:**

Beat 1 Supervisor – Sgt. D. Peterson There are 6 officers assigned to Beat 1 Total number of calls for service (including traffic): 550 Total number of traffic stops: 227 Total number of accident reports taken: 8, 3 of which were on private property Total number of citations issued: 31 for 43 violations Total number of DUI: 0

#### **Crimes against Persons**

Assault: 6 Sexual assault: 2

#### **Property Crimes**

Burglary: 1 Criminal damage: 4 Theft: 6 Vehicle theft: 1

#### **Monthly Activities**

Total calls for service were down from last month (589). Person crimes (8) were up by one from last month (7). Property crimes (12) were up from last month (6). Half of the reported index crimes during this time period occurred in Detention Facilities. Officers in Beat 1 conducted

Directed Patrols in the areas of previously reported crimes. Officers also conducted Field Interviews of persons throughout Beat 1 and inquired if there was any knowledge of any crimes being committed. The Directed Patrols and Field Interviews were utilized to gather information / suspects and also to provide a presence in the community to help deter additional crimes. There were 27 warrant arrests in Beat 1 during the month.

In addition to normal patrol, officers also conducted 92 Directed Patrols of businesses, apartment complexes, Florence Gardens and Caliente communities and the prisons.

#### **Community Involvement and Education**

Area schools were closed for the first two weeks of this month and then returned to their studies. Officers continued their visits to schools and grounds to prevent and or detect any crimes. Officers were also assigned to schools to monitor crosswalks and school speed zones.

#### **Special Events**

Halloween Fright Fest on Main Street was well attended with no problems reported.

#### **Upcoming Special Events**

Annual Junior Parada and the Christmas Light Parade.

#### Significant Calls for Service

Sex Offense reported on E. Diversion Dam Road – A male juvenile inmate grabbed a female juvenile inmate by her buttocks. Charges forwarded.

Sex Offense reported on E. Stewart Street – A female reported that she believes her three-yearold granddaughter has been touched inappropriately by the boyfriend of the child's mother. Ongoing investigation.

Assault reported on S. Pinal Parkway – A resident of the complex stated she was driving fast in the parking lot and was approached by another resident. They engaged in a verbal argument about her driving and then the other resident punched her in the face causing a swollen lip. The suspect fled the area prior to police arrival. Charges have been forwarded to the court.

Assault reported on N. Main Street – A male reported that as he walked on Main Street he was hit in the head by a thrown rock. The male had a mark on his head with no break in the skin. The suspect was not seen and was not located.

Assault reported on E. Diversion Dam Road – A male juvenile inmate punched 3 Correction Officers causing minor injuries. Charges have been forwarded to the court.

Assault reported on N. Bowling Road - On going investigation.

Assault reported on N. Pinal Parkway – A male inmate attacked a Correction Officer by punching him several times. The Officer sustained minor injuries. Charges have been forwarded to the court.

Assault reported on N. Pinal Parkway - On going investigation.

Burglary reported on E. Barrel Cactus Lane – A female reported that while she was away, she was contacted by an employee of Caliente. The employee advised that the female's air

conditioning unit continues to run. The female then asked the Caliente employee if they could get it (the A/C unit) turned off and they agreed. The Caliente employee also offered housekeeping duties and the female agreed. When the female resident returned home, she noticed that some plastic bins were out of place on the floor. When she checked she found that \$2000.00 worth of earrings, bracelets, watches and necklaces were missing. There were no signs of forced entry to the residence. This case is closed pending further information.

Vehicle Theft reported on E. Stewart Street – A female loaned her vehicle to friends and they did not bring the vehicle back as agreed upon. When the vehicle was returned the female refused to press charges.

Theft reported on S. Elizabeth Street – A female reported that an unknown person entered her unlocked vehicle while it was parked overnight. Three prescriptions were reported stolen. No suspects were identified or located.

Theft reported on N. Pinal Parkway – A male reported that he had dropped his wallet in the restaurants parking lot. Later, he was contacted by the restaurant because someone turned in his wallet. The male then reported that someone stole one hundred dollars from the wallet. No suspects identified or located.

Theft reported on South Dakota Avenue – A male reported that a check was stolen from his home and cashed for 400.00. The male believes it was his relative (nephew) that stayed with him for a few days. This is still being investigated.

Theft reported on North Dakota Avenue – A female returned home from vacation and reported that 3 rings are missing from her home. The woman believes it was the cleaning people that were checking on the home while she was gone. This is still being investigated.

Theft reported on E. Florence Heights Drive – The day after a male passed away, it was reported that someone stole the license plate from his vehicle. No suspects currently.

Criminal Damage reported on E. Florence Heights Drive – A male reported that during the night someone had broken his car window. Nothing was removed from the vehicle. No suspects currently.

Criminal Damage reported on E. Diversion Dam Road – A juvenile male inmate entered the recreation room and flipped a Foosball game table over. This caused a reported \$700.00 worth of damage to the game. Charges have been forwarded to the court.

Criminal Damage reported on E. Stewart Street – A female stated she had an argument with another woman. The other woman returned a short time later in her vehicle. The woman then proceeded to drive over two trees and several tiki torches. The female fled prior to police arrival. Charges have been forwarded to the court.

Criminal Damage reported on N. Pinal Street – An unknown person spray painted on a couple of vehicles that were parked in the County Complex parking lot. A suspect has not been located or identified.

Accident reported on E. Diversion Dam Road – During a storm the motorist drove off the road and struck a parked vehicle.

Accident reported on N. Pinal Parkway at E. Price Road – A vehicle drove into the back of the vehicle in front of him that had slowed down. The at-fault driver was cited.

Accident reported on E. Florence Heights Drive at S. Main Street – A vehicle failed to yield the right of way and struck a second vehicle, no injuries. The at-fault driver was cited.

Accident reported on N. Pinal Parkway at Hunt Highway – As a vehicle was stopped southbound on N. Pinal Parkway, waiting for the vehicle in front of her to turn, she was struck by two vehicles that were directly behind her. The second vehicle had stopped but was forced into the first vehicle after being struck from behind by a vehicle travelling 45-50 MPH. No injuries reported on scene. The at-fault driver was cited.

Accident Private Property reported on E. Florence Heights Drive – A resident of the complex was attempting to enter a parking space when they pressed on the gas pedal instead of the brake pedal. This made the vehicle strike and damage an electrical box. The driver agreed to pay for the damages and repairs.

Accident Private Property reported on Pinal Parkway – While a customer of the restaurant was leaving the parking lot, his vehicle struck an employee's vehicle causing damage to the bumper. The customer agreed to pay for the damages.

Accident Private Property reported on Highway 79 B - While entering a parking space at the apartment complex a motorist hit the vehicle parked in the next spot over. The vehicle owners agreed to work it out.

# Training

Digital/Video training for active shooter and mental health cases.

Our new officers, Mr. Craig Martin, Mr. Manuel Carrillo and Mr. Blake Andrews, are currently performing third phase of their Field Training Programs.



# **Beat Statistics**

Beat 2 Supervisor – Sgt. D. Campbell There are 6 officers assigned to Beat 2 Total number of calls for service (including traffic): 150 Total number of traffic stops: 58 Total number of accident reports taken: 0 Total number of citations issued: 18 for 32 violations Total number of DUI: 1

**Crimes against Persons:** 

Assault: 2

# **Property Crimes:**

Burglary: 1 Criminal Damage: 4 Theft: 1 Vehicle theft: 1

#### **Monthly Activities**

During the month of October, crime increased in the area of criminal damage. Due to multiple arrests, no current cases have been reported. FPD increased directed patrols and conducted various field interviews. Citations were issued for speeding, expired registration, vehicles not having mandatory insurance, passing a stop sign and driving without a license.

#### **Community Involvement and Education**

Officers conducted 43 directed patrols of the local business and issuing warning citations for parking violations (7) to include (8) Field Interviews. FPD has been conducting stationary surveillance on various locations to determine narcotic activity.

#### **Special Events**

Florence Police Department participated with Coffee with a Cop. During the event located at Circle K and Starbucks, multiple subjects were contacted for discussion.

Halloween Fright Fest on Main Street

**Upcoming Special Events** 

None

#### Significant Calls for Service

Suicidal Subject reported on the 100 block of South Sycamore Street. FPD arrived on scene and took custody of a male subject. During a security sweep of the residence, narcotics and firearms were located in plain view within the residence. With the assistance of Department of Child Services and a search warrant drafted by FPD, four children were removed from the residence to include arresting a female on scene.

Disorderly Conduct reported at Florence High School reference a student who was in possession of a firearm. FPD arrived on scene and contacted school officials. Located in the principal's office was a male subject who brought a 9MM pistol to school. This subject was ultimately arrested, and charges submitted to Pinal County Juveniles services. The student was expelled from Florence High School.

## Training

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



#### **Beat Statistics:**

Beat 3 Supervisor – Sgt. S. Morris There are 6 officers assigned to Beat 3 Total number of calls for service (including traffic): 257 Total number of traffic stops: 108 Total number of accident reports taken: 6 Total number of citations issued: 13 for 22 violations Total number of DUI: 1

#### **Crimes against Persons:**

Domestic: 1 Sex assault: 1

# **Property Crimes:**

Burglary: 1 Theft: 3

#### **Monthly Activities**

Battalion Chief John Kemp, Deputy Valdez, Deputy Cook from PCSO, and I completed a Threat

Vulnerability Assessment (TVA) on Florence High School on October 16<sup>th</sup>. It is now under review by AZ. Dept. of Public Safety before being presented to the high school for recommendations. The next locations for review are Development Services and Town Hall.

I, Sgt. Morris, am currently working on the Active Shooter drill at the Superior Court House.

On October 28<sup>th</sup>, I participated in a FIT Detail (Field Intelligence Team) at the Az Cardinal Game. This is a multi-agency detail that falls under a Homeland Security and Joint Terrorism Task Force (JTTF) format designed to look for suspicious packages, persons, etc..

Officer Palmer and I held the annual GAIN night in conjunction with the towns Halloween Fright Night. Four volunteers also assisted in the event.

For the month of October, the total calls for service was 257, compared to 256 in September. A 0.39 % increase. No influx of major crime. A total of 78 directed patrols were conducted.

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

The speed signs logged the following data:

<u>Main Street speed sign for southbound traffic:</u> 95,127 vehicles. Average speed was 33 mph. Speed limit is 45 mph. 41,288 vehicle speeds were between 33-38 mph. 7,069 were between 39-44 mph, and 571 were 45-50 mph.

<u>Anthem/Hunt Highway:</u> The speed sign for westbound traffic. 111,292 vehicles. Average speed was 33 mph. Speed limit is 35 mph. 49,313 vehicle speeds were between 33-38 mph. 8,052 were between 39-44 mph, and 628 were 45-50 mph. Ninety vehicles were 50 and above.

The portable speed sign #2 is currently placed in Florence Gardens on Florence Blvd, and #3 is currently placed on the Main Street extension. They are placed in locations on a two-week basis.

For the month of October, traffic enforcement in Beat 3 consisted of 108 traffic offenses, with 13 citations, and 22 violations.

## **Community Involvement and Education**

Beat 3 officers continue to look for code enforcement violations and have been enforcing parking violations. Twenty-two parking violations/warnings were given in October. The officers continue to monitor the school zones every morning and afternoon, monitoring traffic, and student pickup and drop-off.

# **Special Events**

None

# **Upcoming Special Events**

Anthem Celebrates the Arts, Nov. 3<sup>rd</sup>, 2018, Golf Cart Christmas Parade Nov. 29<sup>th</sup>, 2018.

## Significant Calls for Service

Dead body on W. Cinderblock Ct. – Officers responded to the residence as FFD was doing CPR on a 77-year-old male. He was later pronounced deceased by a doctor. Apparent natural causes.

W. Candlewood Way – An 11-year-old female was taken to the hospital for depression. She revealed that a family member had inappropriately touched her a year ago. This case is currently under investigation.

W. Sonoma Way - A husband and wife got into a physical argument over dishes in the sink. The husband grabbed the wife by the throat and threw a chair at her. He also broke a glass table. The husband was arrested and confined at PCSO.

W. Merrill Ranch Pkwy – While parked at church, and unknown subject broke the passenger side window of a 2014 Dodge and removed victims brown purse containing miscellaneous items and medication. Valued at \$50. No suspects or witnesses.

N. Hidden Canyon Dr – An unknown person removed political signs from two houses on this street. No suspects/witnesses.

W. Rushmore Way – The victim states that some keys were removed from her residence. This victim has some mental issues. Case unfounded.

One injury accident occurred on Arizona Farms by the dairy. A 2007 Kia attempted to pass a 2002 Chevy truck that was turning into the dairy. The Kia realized the truck was turning and struck the truck's driver side front quarter panel. This caused the Kia to veer off the roadway and roll over. No injuries. Driver of Kia cited in the accident.

All other accidents were minor in nature.

Officers made stop on a female driver for speeding. Upon contact, it was determined that she was impaired by alcohol. During the stop, officers found a 9mm handgun and marijuana in the car. She was arrested and booked into PCSO.

## Training

Officer uniforms were inspected this month, with no discrepancies noted.

## <u>K-9 Unit</u>

How many officers assigned to K-9 unit: (1) K9 Murphy

Total number of vehicle stops: K9 Murphy 86 vehicle stops

Total number of K-9 Utilizations: K9 Murphy 9 utilizations

Total number of vehicle hand searches: 10

Total amount of narcotic seizures (weight): 21.0 grams

Type of Drug	Amount in Weight
Narcotics	21 grams
Prescription Drugs	7
Paraphernalia	33 individual items

Officer Murphy attended weekly K9 detection along with the Pinal County Sheriff's Office K9 Unit Training Unit. Officer Murphy's service dog Rexo, detected marijuana, cocaine, methamphetamine and heroin without incident. Officer Murphy is certified through the (NCAT) National Canine Audit Tracking Systems using K9 Rexo.

During the month of October, K9 Murphy self-initiated (92) cases which included vehicle stops, field interviews and on-view criminal activity.

Officer Murphy conducted a traffic stop in the area of Butte Avenue and Peacock Trail in Florence. During the search with assistance of K9 Rexo, 3.6 grams of methamphetamine and drug paraphernalia was located. A male subject was arrested, processed and booked into Pinal County Sheriff's Office Adult Detention Center without incident.

Officer Murphy was dispatched to help Patrol Units with a search warrant in the area of South Sycamore Street. K9 Rexo was deployed and located 1.6 grams of methamphetamine, 7 vials of methadone and drug paraphernalia. Two subjects were later arrested, four children turned over to Department of Child Services and three dogs turned over to Pinal County Animal Control.

During the month of October with prior scheduling with Florence Unified School District. K9 Rexo along with Officer Murphy and Sgt. Campbell conducted school searched at Florence High School and Florence K-8. With the assistance of school personal various classrooms were searched along with gym lockers. No contraband was located as school officials reported an increase in vape pens.

During October, Florence Police Department K9 Division arrived at Behavioral Systems Southwest located on Diversion Dam. With the assistance of K9 Rexo, multiple rooms were sniffed with no contraband located.

#### **Volunteers**

The Florence Volunteers put in a total of 104 hours for the month of October. There was a total of 7 volunteers that donated their time this month. The Victim Services Unit was not utilized this month. The volunteers continue to assist the police department with fingerprinting, funeral escorts, and any special events hosted by the Town of Florence. The volunteer program is actively involved in house watches, school zones and business checks. There were four 3511 hearings this month, conducted by a volunteer. The vehicles were released to their respective owners and tow companies, and a total of \$600.00 was collected for fees.

#### **Grants**

No new information to report.

#### **Training**

Efforts are continually made by the training staff to incorporate and provide quality training to all FPD officers. FPD staff has worked diligently to reduce training costs by providing required internal training.

#### **Traffic**

Total number of Citations issued for the department: 62 for 97 violations

#### **Directed Patrols**

The Police Department conducted 213 Directed Patrols during October. Directed Patrols are a proactive, police-initiated, approach which focuses patrol resources on the places with highest risks of serious crime to increase crime prevention. Statistics have proven that an increased proactive patrol in high crime areas has decreased crimes.



# TOWN OF FLORENCE

# DEVELOPMENT SERVICES

224 W. 20<sup>th</sup> Street Florence, AZ 85132 Office: 520-868-7542 FAX: 520-868-7546

# **MEMO**

# MEETING DATE: December 3, 2018

## **STAFF PRESENTER:** Christopher A. Salas, Development Services Director/Town Engineer

## SUBJECT: Public Works Staff Report

## Engineering Division:

## APS Solar Covered Parking

- Submitted Library/Community Center design proposal for FY'19 consideration.
- Would allow APS to construct a 108-space car covered parking area, roof being made of solar panels. Approximate kW yield is 270 kW.

## Kokopelli Moon Saloon – Pre Demolition

 Terracon Bid Tab approved 11/1/18 – Asbestos & Lead Testing – Pending RIGHT OF ENTRY

## **CFD Feasibility**

• Wilson & Company – ON CALL Engineers

## **Cox Irrigation Ditch**

• Only 1 bidder responded – EPS, under review \$23,631

## Facilities Maintenance:

## **Public Works Building**

- Formal bid solicitation for Fire Suppression System
  - o 10/31 Posted
  - o 11/8 & 11/15 Newspaper Advertisements
  - o 11/8 Pre-bid walkthrough
  - 11/15 Questions Due by Contractors
  - o 11/20 Answers to be posted as Addendum No Questions Asked
  - 11/29 Proposals Due Bid Opening
  - o To Council meeting in January 7, 2019

# Town Hall

- BID TAB COMPLETED APPROVED 8/24/2018 Work Ordered 8/27/2018 Work in Process
  - Council approved acoustic tiles to be painted on 11/5/18 Work to start 1<sup>st</sup> week in December
  - Chamber Flooring Complete
- Materials for French Drain pending

# **Senior Center**

• Overhang repair estimated approx \$5000, pending funding source

## Safety Walkthroughs

- Work orders have been assigned by Staff and the Fire Department Work in process
- Issues will be presented and addressed by Tenants Work in process

# Community Services Building

• No work scheduled

## Fire Station #1

• No work scheduled

## **Fitness Center**

- Roof RCA with Centimark Approved by Council on 10/15/2018, work to begin in December
- Flooring on HOLD pending funding
- Email Bid Solicitation Electrical Panel
  - o 10/31 Invitation to Bid
  - o 11/7 Recommended walk through
  - 11/16 Proposals due via email
  - Bid Tab submitted 11/19

## Police Department

 Roof – RCA with Centimark Approved by Council on 10/15/2018, work to begin in December

# IT Building

• Storm damage – scheduled in December

## Silver King

• Deck & Balcony repairs – waiting for proposal from ACI

# McFarland

• Fire panel – Waiting for direction from State Parks

## Fleet Services:

## **Monthly Work Orders**

- Preventative Maintenance (PM's) 30
- Other Services 31
- Total vehicles serviced 61
- Generators
  - We have 13
  - FY 18/19 3 have had major repairs

## Streets (HURF) Division:

## Roads

• CIP T-69 Pavement Preservation – Fall Projects COMPLETE

## Hunt Highway Project

• RCA Approved by Council 10/15/18 – Regional Pavement

# Water Division:

## SCADA Upgrade

- To coordinate between well sites
- Fill tanks at night for energy savings
- Need operational plans and programming

# Connect Well Site 3B / 4 to Well Site #5

• Completed 10/8/18

# Well #3B & #4 Small 1,200gpm Booster Pump Rebuild

• Completed 10/2/18

## Well #3B & #4 Small 550gpm Booster Pumps - Upgrade

- 10/19/18 both pumps have arrived
- 1 pump will work without a VFD installation VFD forthcoming
- Design plan in Engineering review
- 11/8/18 Bid Tab submitted Coolidge Engine & Pump \$16,214.02

## Well #5 Booster Optimization

- 10/19/18 Bid Tab submitted
- Work cannot start until Well #4 is back online

## Well #5 – Booster VFDs

- Install VFD's on Well #5 boosters
- 11/19/218 Electrical design is under Engineering review

## Well #5 – Spinner Log

• Preliminary bid work started

# WIFA Water Loss Program

• Spreadsheet completed 11/16/18

## Wastewater Division:

#### **SWWTP Lift Station**

• 1<sup>st</sup> Landustrie pump arrived, waiting on 2<sup>nd</sup> to install

## SWWTP EQ Pump Repair

• As of 11/19/18 – VFD has been ordered

#### SWWTP EQ Basin

• As of 11/19/18 – all baskets have arrived, 2 of the 3 pumps installed

#### SWWTP SAM Rebuild

• 11/19/18 – Electrician assessing to determine repairs

#### SWWTP Maintenance

- 11/19/18 Western Environmental bar screen parts delivered 11/12/18, need to be installed
- Pista Grit waiting for parts

#### **NWWTP Maintenance**

• 11/19/18 – Western Environmental – headworks delivery still pending

#### Sanitation:

#### RAD Service Orders

- Town 72 pickups of bulk trash
- Florence Gardens 27 pickups of bulk trash
- Anthem had 84 pickups of bulk trash

## Capital Improvement Projects:

## CIP GG-25 - Silver King Balcony Repairs

- Scope of Work reviewed
- Vendor on site visits June 25 and June 26 2018
- Waiting for estimates
- Project ON HOLD July 2018
- As of this report, no new updates

## CIP GG-26 - Signal Light @ SR79 & Hunt Highway

- ADOT Traffic study is complete
- Meeting to occur with ADOT to discuss project options

## CIP GG-29 – Territory Square Expansion – Phase 1

- Extend 8" waterline within Main Street @ Town Hall
- Funds not available until FY 19/20

## CIP PSP-18 - HVAC @ Police Department

• Three units replaced after failures in FY16/17, remaining two are newer and are not scheduled for replacement in 17/18

# CIP SU-05 – Polishing Lagoons Close-Out

• Completed September 2018

## CIP SU-06 – Wastewater Main Extensions & Replacements

• Funds not available in FY 18/19, budget being reviewed

## CIP SU-13 – Wastewater Main Extension (Main Interceptor / Lift Station)

- Bar Screen and Compactor on order as of 10/19/18
- Grit chamber will remain

## CIP SU-20 – Recharge Facility

 RCA to Council 1/7/2019 Estimates are under review – came in a lot higher than expected

## CIP SU-83 – SCADA Tie-Ins – Wastewater Controls

- SOW provided 9/13/18
- As of 11/19/18 Under review, searching for alternatives

## CIP SU-84 – Wastewater System Preservation

• Ongoing

## CIP SU-85 - Recharge Permitting & Design

- Design underway, permit application
- ADWR Meeting June 26, 2018

# CIP SU-88 – SWWTP Expansion Headworks

- 10/19/18 Construction documents to be submitted
- Meeting with Engineering consultant and town plans under review
- Will be a formal bid solicitation

## CIP SU-89 – WWTP Compliance / Permitting Equipment

• Ongoing

# CIP SU-90 – SWWTP Improvement Modifications

- Waiting for Bar Screen parts to arrive
- Project ongoing

## CIP SU-91 – System Wide Capacity / Condition Analysis

• 10/19/18 – On Hold

## CIP SU-92 – Main Street Wastewater Main Line Extension

• 10/19/18 – On Hold

# CIP SU-93 – Merrill Ranch WWTP Location Design

• 10/19/18 – On Hold

# CIP SU-94 – Annual Cleaning of Wastewater Lines

• 10/19/18 – On Hold

## CIP T-08 - Street Improvement Phase IV - Florence Gardens (HURF Bond)

• Work complete, close out phase.

## CIP T-09 - Street Improvement Phase V - Florence Gardens (HURF Bond)

• Work complete, close out phase.

## CIP T-12 – Butte Avenue Bridge Replacement

• 11/9 Certified letter to all utilities

## CIP T-14 – Roundabout / Intersection Improvement SR 79B & SR287

• 11/9 – MAG reviewing – Close out funds

## CIP T-28 – Hunt Highway Fire Station #2 Traffic Signal / Turn Lane

- 1<sup>st</sup> Phase design completed & reviewed
- 11/7/18 Bid Tab approved to complete the next stage Lee Engineering \$10,925

## CIP T-41 – Pinal Street Drainage (aka Main Street Butte to Ruggles Ditch)

- 10/31 Emailed Bid Invitations
- 11/8 Posted plans in Dropbox for Contractors

## CIP T-60 - E. 1st Street Pavement (HURF Bond)

• Approved by Council on 10/15/2018 – Regional Pavement

## CIP T-69 - Pavement Preservation

COMPLETED

## CIP WU-23 - 2B Outfitting

• Approved by Council on 11/5/2018 – Coolidge Engine & Pump

## CIP WU-25 – Water Line Relocation

- Relocate 12" water line outside of INS property
- Funds not available until FY 22/23

## CIP WU-38 - Water Line Replacements

- Westland Resources to complete design, ADEQ permitting, utility location and construction documents
- 8" Water Line Extension (Elizabeth Virginia Orlando) JOC Contract with Pine/Strawberry – Apache Underground
- Approved by Council on 11/5/2018 \$813,696.00 Apache Underground

## CIP WU-74 – Transmission Line & Pressure Zones

• Report on feasibility of project and pump curves due by 11/1/2018

# CIP WU-83 – Downtown 12" Loop (CBDG)

- Approved by Council on 10/15/18, Notice to Proceed to Apache Underground
- Work to begin 11/19/2018, working on public notification

## CIP WU-84 – Well #4 Pump Inspection and Rebuild

- 9/14/18 Well pulled & video created
- 10/16/18 Bid Tab approved for brush / bail and re-video
- 10/22/18 post video due from vendor, then determine next steps
- 11/9/18 perforation work ordered, PO increased to total \$19,627,58
- FORMAL BID SOLICITATION for Rebuild
  - o 10/26 Posted
  - o 11/1 & 11/8 Newspaper Advertisement
  - o 11/7 Questions from Contractors due
  - 11/13 Answers in an Addendum due
  - o 11/20 Bid Proposals due

## CIP WU-85 – Hydrant Replacement

- Replace aging fire hydrants
- Cooperative contract from Phoenix being utilized for parts, Council approved on 5/21/2018
- Work being completed in-house
- Project is on-going

## CIP WU-86 – 8" Line Extension (410 feet) Willow to High School

• 7/1/2018 – Project ON HOLD until 3<sup>rd</sup> quarter FY 18/19

## CIP WU-87 – Line Extension on Adamsville Road (Quartz to 79B)

• 9/18/18 Project Completed – line was extended to hydrant

## CIP WU-88 – Well Preservation

• Well #5 – Cannot start until Well #4 is back on line